No. CR13 00636 LHK HRL

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

Filed
SEP 25 2013
RICHARD W. WIEKING
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE

SEALED BY ORDER OF THE COURT

SAN JOSE DIVISION

THE UNITED STATES OF AMERICA

vs.

ANTHONY BARREIRO, and ERNEST RAY PARKER,
aka RAY PARKER GAYLORD,
aka RAY GAYLORD

INDICTMENT

COUNT ONE: 18 U.S.C. § 1349 (Conspiracy to Commit Mail and Wire Fraud)
COUNTS TWO THROUGH FIVE: 18 U.S.C. § 1341 (Mail Fraud)
COUNTS SIX THROUGH TWELVE: 18 U.S.C. § 1343 (Wire Fraud)

A true bill.

Foreperson

Filed in open court this 25TH *day of* SEPTEMBER

A.D. 2013

UNITED STATES MAGISTRATE JUDGE

Bail. $ No Bail Arrest Warrants

MELINDA HAAG (CSBN 132612)
United States Attorney

SEALED BY ORDER OF THE COURT

Filed
SEP 25 2013
RICHARD W. WIEKING
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

SAN JOSE DIVISION

LHK

CR13 00636

HRL

UNITED STATES OF AMERICA, Plaintiff, v. ANTHONY BARREIRO, and ERNEST RAY PARKER, aka RAY PARKER GAYLORD, aka RAY GAYLORD, Defendants.	No. CR VIOLATIONS: 18 U.S.C. § 1349 (Conspiracy to Commit Wire and Mail Fraud); 18 U.S.C. § 1341 (Mail Fraud); 18 U.S.C. § 1343 (Wire Fraud); 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c) (Criminal Forfeiture) SAN JOSE VENUE

INDICTMENT

The Grand Jury charges:

Relevant Individuals and Entities

1. At all relevant times, ARTLoan Financial, LLC, was a business entity that registered with the California Secretary of State as a California limited liability company on or about September 21, 2004. ARTLoan Financial, LLC, subsequently converted to a Delaware corporation on October 9, 2007, and was renamed ArtLoan Financial Services, Inc. At certain times, the entity, whether operating under California or Delaware law, referred to itself as ARTLoan Financial Services, LLC. These entities will be referred to collectively hereinafter as

"ARTLoan."

2. ANTHONY BARREIRO ("BARREIRO") represented himself as the Chairman and Chief Executive Officer of ARTLoan.

3. ERNEST RAY PARKER aka RAY PARKER GAYLORD, aka RAY GAYLORD ("GAYLORD") represented himself as the President, and prior to that, Executive Vice President, of ARTLoan.

4. BARREIRO and GAYLORD organized ARTLoan as a specialty finance company, whereby investors were invited to entrust funds to ARTLoan for the sole, stated purpose of providing lending capital to borrowers seeking to finance the acquisition of high-value art work. ARTLoan promised its investors regular interest payments over the term of each loan. As further security, BARREIRO and GAYLORD promised investors that ARTLoan would retain possession of a borrower's artwork as collateral against the loan and, in the event of default, the tendered artwork would be forfeited to ARTLoan for the benefit of the investors.

5. At all relevant times, Bank of America ("BofA") was a financial institution engaged in interstate commerce in the Northern District of California and elsewhere. ARTLoan maintained a BofA account ending in 0284.

6. At all relevant times, First Republic Bank ("FRB") was a financial institution engaged in interstate commerce in the Northern District of California and elsewhere. ARTLoan maintained a FRB account ending in 4002.

The Business of ARTLoan

7. BARREIRO and GAYLORD explained to investors that ARTLoan was a licensed pawn broker that owned valuable pieces of artwork worth millions of dollars. BARREIRO and GAYLORD further advised investors that ARTLoan helped collectors finance the purchase of valuable pieces of artwork, many of which were purchased through public auctions, and in the process, allowed ARTLoan to cultivate business relationships with high-profile auction houses, such as Sotheby's and Christie's, among others.

8. BARREIRO and GAYLORD explained that ARTLoan's financing options would help collectors finance up to 50% of the value of the piece while requiring the collectors to

transfer ownership of the subject artwork to ARTLoan as collateral until the conclusion of the debt obligation. Alternatively, if a collector already owned outright a particular piece of artwork, ARTLoan would provide the collector with financing of up to 50% of the appraised value of that particular piece of artwork while requiring the collector to transfer ownership of the subject artwork to ARTLoan as collateral until the conclusion of the debt obligation.

9. BARREIRO and GAYLORD took investors on tours of commercial space which ARTLoan purportedly controlled and where ARTLoan purportedly stored artwork and other valuable collateral in connection with existing debt financing arrangements with art collectors.

10. BARREIRO and GAYLORD also provided potential investors with copies of the brochures ARTLoan purportedly used to market its financing options to artwork collectors and speculators and directing them to its website at "artloanfinancial.com."

Investing in ARTLoan

11. BARREIRO and GAYLORD explained to investors that an investment took the form of a loan agreement with ARTLoan.

12. BARREIRO and GAYLORD generated standard documents that they provided, or caused to be provided, to investors at the time of the investors' initial and subsequent investments in ARTLoan, typically captioned "Loan and Security Agreement" accompanied by a document captioned "Schedule to Loan and Security Agreement" (referred to collectively hereinafter as "Loan Security Agreement"). On other occasions, BARREIRO and GAYLORD captioned these investors documents as "Senior Loan Agreement " and "Schedule to Loan Agreement" (referred to collectively hereinafter as "Loan Agreement").

13. The Loan Security Agreement and Loan Agreement typically classified each investor as a "Lender" while typically referring to ARTLoan as the "Borrower." The Loan Security Agreement and Loan Agreement were typically signed not only by the investor/Lender but also by one or both of the defendants on behalf of ARTLoan.

14. The Loan Security Agreement and Loan Agreement provided that the investor/Lender would deposit with ARTLoan a specific investment amount, referred to as "the Credit Limit," and that ARTLoan would pay the Lender a certain regular rate of interest as set

forth in detail on the accompanying Schedule. Both the Loan Security Agreement and Loan Agreement obligated ARTLoan to pay the investor an additional amount of deferred interest, if the loan was not repaid in full by the agreed-upon maturity date.

15. Defendants represented to investors, among other things, that the funds deposited with ARTLoan would be used only as lending capital and would not be used to fund the business operations of ARTLoan. Instead, defendants advised investors that the monies generated from the loans to third-party collectors provided ARTLoan with sufficient capital for operations, including but not limited to salaries for BARREIRO and GAYLORD.

16. BARREIRO and GAYLORD transmitted, via the United States Mail, periodic account statements to ARTLoan's investors that recorded the status of prior payments and any accrued interest, and, on certain occasions, a check payable to the investor representing the interest payment due to a given investor under his or her agreement with ARTLoan.

17. BARREIRO and GAYLORD also transmitted, via United States Mail, electronic mail, and hand delivery, updates to investors about the business operations of ARTLoan generally, as well as opportunities to invest in other debt financing arrangements through ARTLoan.

The Scheme to Defraud

18. Beginning in or about January 2005 and continuing through at least in or about June 2010, BARREIRO and GAYLORD knowingly devised a material scheme and artifice to defraud investors, and to obtain money and property by means of false and fraudulent pretenses, representations and promises, and by omitting and concealing material facts.

19. BARREIRO and GAYLORD obtained a total of approximately $3.4 million from investors for the stated purpose of entering into debt financing arrangements with collectors of artwork secured by valuable artwork.

20. In the process, BARREIRO and GAYLORD made false statements about ARTLoan's assets and financial condition, failed to enter into sufficient debt financing arrangements, if any, with collectors of artwork, failed to report the actual performance of any debt financing agreements that ARTLoan did arrange, failed to secure artwork as collateral for

the purported debt financing agreements, and converted investors' funds for their own personal benefit.

21. Through written and oral communications, BARREIRO and GAYLORD created the false and misleading appearance that ARTLoan was successfully engaging in debt financing agreements with third-party borrowers, generating regular monthly interest payments and increasing the overall value of each investors's loan agreement with ARTLoan. In truth, as BARREIRO and GAYLORD well knew, ARTLoan had not entered into any debt financing agreements, the monies obtained from investors had not been utilized to fund such debt financing agreements, ARTLoan had not secured artwork as collateral in connection with such debt financing agreements, and, in fact, the monies provided to investors as purported "interest payments" were, in fact, "Ponzi" payments designed to lull current investors as well as induce other potential investors to enter into loan agreements with ARTLoan.

22. It was a part of the scheme to defraud that, among other conduct, BARREIRO and GAYLORD:

(A) deceived investors by claiming that ARTLoan had cultivated relationships with prominent auction houses, such as Sotheby's and Christie's, among others, by arranging debt financing for art collectors in connection with their auction purchases from prominent auction houses, when, in fact, as BARREIRO and GAYLORD well knew, ARTLoan had not successfully entered into any debt financing agreements in connection with auction purchases from these auction houses;

CHS 9/25/13

[redacted]

CHS 9/25/13 (B) ~~(C)~~ misrepresented to ARTLoan investors that ARTLoan would maintain separate operating deposit accounts for each loan transaction arranged with each investor, when,

in fact, as BARREIRO and GAYLORD well knew, the defendants deposited and commingled investors' funds into a general ARTLoan bank account at BofA or FRB;

CHS TJC 9/25/13 (C) ~~(D)~~ held investor meetings at which, among other things, BARREIRO and GAYLORD lulled investors by making materially false statements, and failing to disclose material information as to how ARTLoan would treat lending capital, the security of those funds, and the status of lending projects;

CHS TJC 9/25/13 (D) ~~(E)~~ deceived investors by sending to them, by means of the United States Mail, electronic mail, and hand delivery, account statements and checks made payable to the investors that were characterized as interest payments, which lulled investors into a false sense of security by creating the appearance that ARTLoan was engaging in successful debt financing agreements with third parties and otherwise acting to repay the monies loaned by investor to ARTLoan, when in fact, as BARREIRO and GAYLORD well knew, ARTLoan had not successfully entered into any debt financing agreements but had instead misappropriated and converted the investors' money to other purposes, including their personal bank accounts and the personal expenses of BARREIRO and GAYLORD and others;

CHS TJC 9/25/13 (E) ~~(F)~~ falsely represented to investors in emails, newsletters, mailings, and other communications that ArtLoan was making substantial progress on its business operations, including the creation and operation of a proprietary website, when, in fact, ARTLoan's business operations faced significant financial and logistical problems that would ultimately contribute to its failure; and,

CHS TJC 9/25/13 (F) ~~(G)~~ misrepresented to investors that their money would be used to fund third-party debt obligations arranged by ARTLoan and secured by collateral in the form of appraised artwork, when, in fact, as BARREIRO and GAYLORD well knew, the defendants had improperly diverted investor funds for their personal use, including real estate, luxury cars, travel, and other personal expenses.

23. As of on or about June 2010, as a result of their fraudulent scheme, as BARREIRO and GAYLORD well knew, ARTLoan had made approximately $1.8 million in "Ponzi" payments intended to lull investors into a false sense of security by creating the

appearance that ARTLoan was engaging in successful debt financing agreements and otherwise acting to preserve and increase the investors' investment monies and had diverted approximately $1.5 million dollars to their own personal benefit.

COUNT ONE: 18 U.S.C. § 1349 (Conspiracy to Commit Mail and Wire Fraud)

24. Paragraphs 1 through 23 are realleged as if fully set forth herein.

25. From in or about January 2005 through in or about June 2010, in the Northern District of California and elsewhere, the defendants,

ANTHONY BARREIRO, and
ERNEST RAY PARKER,
aka RAY PARKER GAYLORD,
aka RAY GAYLORD,

did knowingly and intentionally attempt and conspire to commit an offense against the United States, specifically, mail fraud, in violation of Title 18, United States Code, Section 1341, and wire fraud, in violation of Title 18, United States Code, Section 1343.

Object of the Conspiracy

26. It was a part and object of the conspiracy that BARREIRO and GAYLORD, having devised and intending to devise a material scheme and artifice to defraud, and for obtaining money and property by means of materially false or fraudulent pretenses, representations, and promises and by omitting and concealing material facts, for the purpose of executing such scheme and artifice and attempting to do so, (A) placed in a post office and authorized depository for mail matter, matters and things to be sent and delivered by the Postal Service, and deposited and caused to be deposited matters and things sent and delivered by private or commercial interstate carrier, and took and received therefrom, such matters and things, and knowingly caused to be delivered by mail and such carrier according to the direction thereon, and at the place at which it is directed to be delivered by the person to whom it is addressed, such matters and things, in violation of Title 18, United States Code, Section 1341; and (B) transmitted and caused to be transmitted by means of wire, radio, and television communication in interstate or foreign commerce, writings, signs, signals, pictures, and sounds for the purpose of executing such scheme or artifice, in violation of Title 18, United States Code,

Section 1343.

All in violation of Title 18, United States Code, Section 1349.

COUNTS TWO THROUGH FIVE: 18 U.S.C. § 1341 (Mail Fraud)

27. The factual allegations of paragraphs 1 through 23 are realleged as if fully set forth herein.

28. On or about the dates set forth below, in the Northern District of California and elsewhere, the defendants,

ANTHONY BARREIRO, and
ERNEST RAY PARKER,
aka RAY PARKER GAYLORD,
aka RAY GAYLORD,

having devised and intending to devise a material scheme and artifice to defraud, and for obtaining money and property by means of materially false or fraudulent pretenses, representations, and promises, for the purpose of executing such scheme and artifice and attempting to do so, placed in a post office and authorized depository for mail matter, matters and things to be sent and delivered by the Postal Service, and deposited and caused to be deposited matters and things sent and delivered by private or commercial interstate carrier, and took and received therefrom, such matters and things, and knowingly caused to be delivered by mail and such carrier according to the direction thereon, and at the place at which it is directed to be delivered by the person to whom it is addressed, such matters and things, in violation of Title 18, United States Code, Section 1341, specifically:

CHS 9/25/13

Count	Approximate Mailing Date	Description
2	12/5/2008	a mailing to TM, of an executed [redacted] Loan AND SECURITY Agreement, dated December 5, 2008, in the amount of $184,000, signed by BARREIRO and GAYLORD;
3	1/10/2009	a mailing to EH of an ARTLoan account statement with a check in the amount of $250 drawn on ARTLoan's BofA Account ending in 0284
4	9/1/2009	a mailing to TM of a letter signed by BARREIRO regarding meeting with TM to discuss status of his investment in ARTLoan
5	1/8/2010	a mailing to IW of a letter signed by GAYLORD promising repayment to IW of principal plus accrued interest

Each in violation of Title 18, United States Code, Section 1341.

COUNTS SIX THROUGH TWELVE: 18 U.S.C. § 1343 (Wire Fraud)

29. The factual allegations of paragraphs 1 through 23 are realleged as if fully set forth herein.

30. On or about the dates set forth below, in the Northern District of California and elsewhere, the defendants,

ANTHONY BARREIRO, and
ERNEST RAY PARKER,
aka RAY PARKER GAYLORD,
aka RAY GAYLORD,

having devised and intending to devise a material scheme and artifice to defraud, and for obtaining money and property by means of materially false or fraudulent pretenses, representations, and promises, transmitted and caused to be transmitted by means of wire, radio, and television communication in interstate or foreign commerce, writings, signs, signals, pictures, and sounds for the purpose of executing such scheme or artifice, namely electronic mail messages from California to electronic mail accounts hosted on servers in Virginia, in violation of Title 18, United States Code, Section 1343, to wit:

Count	Wire Date	To	From	Description of Item Wired
6	9/22/2009	CA	PA	Electronic mail from BARREIRO responding to investors concerns regarding repayments of loans
7	9/25/2009	CA	VA	Electronic mail from BARREIRO summarizing summarizing prospects for repayment and new investment opportunities
8	9/30/2009	CA	PA	Electronic mail from BARREIRO attaching a document summarizing prospects for repayment and new investment opportunities
9	10/12/2009	CA	TX	Electronic mail from GAYLORD discussing ARTLoan's efforts to repay investor DP
10	3/5/2010	CA	VA	Electronic mail from GAYLORD responding to inquiry from TM regarding status of and timing for repayment of loan
11	3/9/2010	CA	TX	Electronic mail from GAYLORD discussing ARTLoan's efforts to repay investors

Count	Wire Date	To	From	Description of Item Wired
12	4/5/2010	CA	PA	Electronic mail from GAYLORD attaching a document summarizing ARTLoan's financials as of December 31, 2009

Each in violation of Title 18, United States Code, Section 1343.

FORFEITURE ALLEGATION: 18 U.S.C. §§ 981(a)(1)(C), 982 (a)(2) and 28 U.S.C. § 2461(c) (Criminal Forfeiture)

31. The allegations of Counts One through Twelve of this Indictment are realleged and by this reference fully incorporated herein for the purpose of alleging forfeiture pursuant to the provisions of 18 U.S.C. §§ 981(a)(1)(C), 982(a)(2) and 28 U.S.C. § 2461(c).

CHS- 9/25/13

32. Upon a conviction of any of the offenses alleged in Counts One through TWELVE [redacted] the defendants,

ANTHONY BARREIRO, and
ERNEST RAY PARKER,
aka RAY PARKER GAYLORD,
aka RAY GAYLORD,

shall forfeit to the United States all property, constituting and derived from proceeds traceable to said offenses.

33. If, as a result of any act or omission of the defendants, any of the property described in the above Forfeiture Allegation

a. cannot be located upon the exercise of due diligence;

b. has been transferred or sold to or deposited with, a third person;

c. has been placed beyond the jurisdiction of the Court;

d. has been substantially diminished in value; or

e. has been commingled with other property which cannot be divided without difficulty;

any and all interest defendants have in any other property, up to value of the property described above, shall be forfeited to the United States pursuant to 21 U.S.C. § 853(p), as incorporated by

////

18 U.S.C. §§ 982(b)(1) and 28 U.S.C. § 2461(c).

DATED: 9/25/2013

A TRUE BILL.

FOREPERSON

MELINDA HAAG
United States Attorney

JEFFREY D. NEDROW
Chief, San Jose Branch

Approval as to form:

TIMOTHY J. LUCEY
Assistant United States Attorney

AO 257 (Rev. 6/78)

DEFENDANT INFORMATION RELATIVE TO A CRIMINAL ACTION - IN U.S. DISTRICT COURT

BY: ☐ COMPLAINT ☐ INFORMATION ☒ INDICTMENT ☐ SUPERSEDING

Name of District Court, and/or Judge/Magistrate Location

NORTHERN DISTRICT OF CALIFORNIA

SAN JOSE DIVISION

OFFENSE CHARGED

COUNT ONE: 18 U.S.C. § 1349 (Conspiracy to Commit Mail and Wire Fraud)

COUNTS TWO THROUGH FIVE: 18 U.S.C. § 1341 (Mail Fraud)

COUNTS SIX THROUGH TWELVE: 18 U.S.C. § 1343 (Wire Fraud)

☐ Petty ☐ Minor ☐ Misdemeanor ☒ Felony

PENALTY: For each count: Up to 20 years imprisonment; a fine of up to $250,000 fine, or twice the amount of gain or loss, whichever is greater; up to three years of supervised release; and $100 special assessment.

SEALED BY ORDER OF THE COURT

DEFENDANT - U.S

ANTHONY BARREIRO

Filed HK

DISTRICT COURT NUMBER

CR13 00636

SEP 25 2013

RICHARD W. WIEKING
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE

HRL

PROCEEDING

Name of Complaintant Agency, or Person (& Title, if any)

Inspector Chris Morris - USPIS, and S/A Brian Weber - FBI

☐ person is awaiting trial in another Federal or State Court, give name of court

☐ this person/proceeding is transferred from another district per (circle one) FRCrp 20, 21, or 40. Show District

☐ this is a reprosecution of charges previously dismissed which were dismissed on motion of: ☐ U.S. ATTORNEY ☐ DEFENSE } SHOW DOCKET NO.

☐ this prosecution relates to a pending case involving this same defendant

☐ prior proceedings or appearance(s) before U.S. Magistrate regarding this defendant were recorded under } MAGISTRATE CASE NO.

DEFENDANT

IS *NOT* IN CUSTODY

1) ☒ Has not been arrested, pending outcome this proceeding. If not detained give date any prior summons was served on above charges

2) ☐ Is a Fugitive

3) ☐ Is on Bail or Release from (show District)

IS IN CUSTODY

4) ☐ On this charge

5) ☐ On another conviction } ☐ Federal ☐ State

6) ☐ Awaiting trial on other charges

If answer to (6) is "Yes", show name of institution

Has detainer been filed? ☐ Yes ☐ No } If "Yes" give date filed

DATE OF ARREST Month/Day/Year

Or... if Arresting Agency & Warrant were not

DATE TRANSFERRED TO U.S. CUSTODY Month/Day/Year

Name and Office of Person Furnishing Information on this form MELINDA HAAG

☒ U.S. Attorney ☐ Other U.S. Agency

Name of Assistant U.S. Attorney (if assigned) TIMOTHY J. LUCEY

☐ This report amends AO 257 previously submitted

ADDITIONAL INFORMATION OR COMMENTS

PROCESS:

☐ SUMMONS ☐ NO PROCESS* ☒ WARRANT Bail Amount: No Bail

If Summons, complete following:

☐ Arraignment ☐ Initial Appearance

Defendant Address:

Date/Time: Before Judge:

Comments:

** Where defendant previously apprehended on complaint, no new summons or warrant needed, since Magistrate has scheduled arraignment*

Δ1

AO 257 (Rev. 6/78)

DEFENDANT INFORMATION RELATIVE TO A CRIMINAL ACTION - IN U.S. DISTRICT COURT

BY: ☐ COMPLAINT ☐ INFORMATION ☒ INDICTMENT ☐ SUPERSEDING

Name of District Court, and/or Judge/Magistrate Location

NORTHERN DISTRICT OF CALIFORNIA

SAN JOSE DIVISION

Filed

SEP 2 0 2013

RICHARD W. WIEKING
U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE

HRL

OFFENSE CHARGED

COUNT ONE: 18 U.S.C. § 1349 (Conspiracy to Commit Mail and Wire Fraud)

COUNTS TWO THROUGH FIVE: 18 U.S.C. § 1341 (Mail Fraud)

COUNTS SIX THROUGH TWELVE: 18 U.S.C. § 1343 (Wire Fraud)

SEALED BY ORDER OF THE COURT

☐ Petty ☐ Minor ☐ Misdemeanor ☒ Felony

PENALTY: For each count:
Up to 20 years imprisonment; a fine of up to $250,000 fine, or twice the amount of gain or loss, whichever is greater; up to three years of supervised release; and $100 special assessment.

DEFENDANT - U.S

ERNEST RAY PARKER, aka RAY PARKER, GAYLORD, aka RAY GAYLORD

DISTRICT COURT NUMBER

CR13 00636

PROCEEDING

Name of Complainant Agency, or Person (& Title, if any)

Inspector Chris Morris - USPIS, and S/A Brian Weber - FBI

☐ person is awaiting trial in another Federal or State Court, give name of court

☐ this person/proceeding is transferred from another district per (circle one) FRCrp 20, 21, or 40. Show District

☐ this is a reprosecution of charges previously dismissed which were dismissed on motion of: ☐ U.S. ATTORNEY ☐ DEFENSE } SHOW DOCKET NO.

☐ this prosecution relates to a pending case involving this same defendant

☐ prior proceedings or appearance(s) before U.S. Magistrate regarding this defendant were recorded under } MAGISTRATE CASE NO.

DEFENDANT

IS *NOT* IN CUSTODY

1) ☒ Has not been arrested, pending outcome this proceeding. If not detained give date any prior summons was served on above charges

2) ☐ Is a Fugitive

3) ☐ Is on Bail or Release from (show District)

IS IN CUSTODY

4) ☐ On this charge

5) ☐ On another conviction } ☐ Federal ☐ State

6) ☐ Awaiting trial on other charges

If answer to (6) is "Yes", show name of institution

Has detainer been filed? ☐ Yes ☐ No } If "Yes" give date filed

DATE OF ARREST Month/Day/Year

Or... if Arresting Agency & Warrant were not

DATE TRANSFERRED TO U.S. CUSTODY Month/Day/Year

Name and Office of Person Furnishing Information on this form: MELINDA HAAG

☒ U.S. Attorney ☐ Other U.S. Agency

Name of Assistant U.S. Attorney (if assigned): TIMOTHY J. LUCEY

☐ This report amends AO 257 previously submitted

ADDITIONAL INFORMATION OR COMMENTS

PROCESS:

☐ SUMMONS ☐ NO PROCESS* ☒ WARRANT

Bail Amount: No Bail

If Summons, complete following:

☐ Arraignment ☐ Initial Appearance

Defendant Address:

** Where defendant previously apprehended on complaint, no new summons or warrant needed, since Magistrate has scheduled arraignment*

Date/Time: Before Judge:

Comments:

Filed

SEP 25 2013

RICHARD W. WIEKING
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE

SEALED BY ORDER OF THE COURT

United States District Court
Northern District of California

CRIMINAL COVER SHEET

Instructions: Effective January 3, 2012, this Criminal Cover Sheet must be completed and submitted, along with the Defendant Information Form, for each new criminal case.

Case Name:

USA v. ANTHONY BARREIRO and ERNEST RAY PARKER

Case Number: CR 13 00636 HRL

Total Number of Defendants:

1 [ ] 2-7 [✓] 8 or more [ ]

Is This Case Under Seal?

Yes [ ] No [✓]

Does this case involve ONLY charges under 8 U.S.C. § 1325 and/or 1326?

Yes [ ] No [✓]

Venue (Per Crim. L.R. 18-1):

SF [ ] OAK [ ] SJ [✓] EUR [ ] MON [ ]

Is any defendant charged with a death-penalty-eligible crime?

Yes [ ] No [✓]

Assigned AUSA (Lead Attorney):

TIMOTHY J. LUCEY

Is this a RICO Act gang case?

Yes [ ] No [✓]

Date Submitted:

September 25, 2013

Comments:

Save Print Clear Form