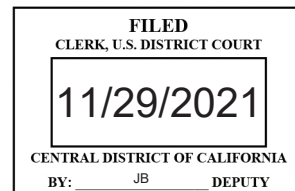


1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

PAUL O. PARADIS,

Defendant.

CR No. 2:21-cr-00540-SB

I N F O R M A T I O N

[18 U.S.C. § 666(a)(1)(B): Bribery Concerning Programs Receiving Federal Funds; 18 U.S.C. § 981(a)(1)(C), and 28 U.S.C. § 2461(c): Criminal Forfeiture]

The United States Attorney charges:

INTRODUCTORY ALLEGATIONS

At times relevant to this Information:

A. RELEVANT PERSONS AND ENTITIES

1. The Los Angeles Department of Water and Power ("LADWP") was the largest municipal utility in the United States, and provided water and electricity services to approximately 4 million residents in and around the City of Los Angeles (the "City"). LADWP was governed by a five-member Board of Commissioners (the "LADWP Board").

2. The Los Angeles City Attorney's Office ("City Attorney's Office") wrote every municipal law for the City, advised the Mayor, the City Council, and all City departments and commissions, defended the City in litigation, brought forth lawsuits on behalf of the

1 people of the City, and prosecuted misdemeanor crimes. The City
2 Attorney's Office was an agency of the City of Los Angeles, which
3 received more than \$10,000 per year in funds from the United States,
4 including for the years 2015 through 2017, in the form of grants,
5 contracts, subsidies, loans, guarantees, insurance, and other forms
6 of federal assistance.

7 3. Relevant attorneys and personnel in private practice
8 included the following:

9 a. Defendant PAUL O. PARADIS was an attorney licensed in
10 New York.

11 b. Paradis Law Partner was an attorney licensed in New
12 York and the law partner of defendant PARADIS.

13 c. Paul Kiesel ("Kiesel") was an attorney licensed in
14 California. Kiesel owned and operated a law firm (the "Kiesel Law
15 Firm") based in California that served clients both within and
16 outside the State.

17 d. Ohio Attorney was an attorney licensed in Ohio.

18 e. California Attorney was an attorney licensed in
19 California.

20 4. LADWP General Manager was the General Manager of LADWP from
21 on or about September 6, 2016, until on or about July 23, 2019.

22 B. THE KICKBACK SCHEME

23 1. **The LADWP Billing Debacle**

24 5. In 2013, LADWP implemented a new billing system, which it
25 had procured from an outside vendor, PricewaterhouseCoopers ("PwC").
26 After LADWP implemented the new billing system, hundreds of thousands
27 of LADWP customers ("ratepayers") received massively inflated and
28

1 otherwise inaccurate utility bills, including bills that undercharged
2 ratepayers to the financial detriment of LADWP.

3 6. By in or around December 2014, the City and LADWP were
4 facing multiple class action lawsuits (collectively, the "class
5 action lawsuits") by ratepayers alleging various claims based on
6 LADWP's faulty billing system.

7 7. The City Attorney's Office represented the City and LADWP
8 in those class action lawsuits. The City Attorney's Office was also
9 aided by attorneys from an outside law firm ("Class Action Counsel").

10 8. On or about December 16, 2014, the City Attorney's Office
11 retained defendant PARADIS and Kiesel as Special Counsel to represent
12 the City in a contemplated lawsuit against PwC.

13 9. Under the terms of the Special Counsel contract, defendant
14 PARADIS and Kiesel would act as agents for the City and were to
15 render their services on a contingency-fee basis, meaning that they
16 would not be paid until and unless the City prevailed in its lawsuit
17 against PwC, at which time they would jointly receive approximately
18 19.9% of damages awarded to the City. The terms of the Special
19 Counsel contract specified that defendant PARADIS and Kiesel would
20 bear all costs for the City's lawsuit against PwC, to be reimbursed
21 only upon a successful result in the lawsuit.

22 10. The City alleged that PwC had caused hundreds of millions
23 of dollars in damage. Defendant PARADIS's and Kiesel's 19.9% share
24 of such a recovery would have totaled upwards of \$39,000,000.

25 11. At the time that defendant PARADIS began representing the
26 City as Special Counsel in or around December 2014, he also
27 represented an LADWP ratepayer, Antwon Jones, who had a claim arising
28 from LADWP billing overcharges. By in or around January 2015,

1 members of the City Attorney's Office were aware that defendant
2 PARADIS was simultaneously representing both the City and Jones.

3 12. In or around January and February of 2015, the City
4 Attorney's Office pursued a strategy whereby defendant PARADIS and
5 Kiesel would represent both the City and Jones in parallel lawsuits
6 against PwC (the "parallel litigation strategy"). The parallel
7 litigation strategy also entailed convincing counsel for the
8 plaintiffs in the existing class action lawsuits against the City to
9 dismiss their claims and instead join the City in coordinated
10 litigation against PwC.

11 13. By on or about February 23, 2015, members of the City
12 Attorney's Office decided not to pursue the parallel litigation
13 strategy.

14 14. On or about February 23, 2015, at least one senior member
15 of the City Attorney's Office met with defendant PARADIS, Kiesel, and
16 Paradis Law Partner to discuss how to proceed in the wake of the
17 abandoned parallel litigation strategy. In lieu of the parallel
18 litigation strategy, defendant PARADIS and Kiesel were authorized and
19 directed to find counsel that would be friendly to the City to
20 supposedly represent Jones in a class action case against the City.
21 This was at times referred to as the "white knight" strategy, because
22 Jones would be (unwittingly) used to save the City from the existing
23 lawsuits. Pursuant to the white knight strategy, which was known to
24 multiple members of the City Attorney's Office by late March of 2015,
25 the forthcoming *Jones v. City* class action would be used as a vehicle
26 to settle all existing LADWP-billing-related claims against the City
27 on the City's desired terms.

28

1 15. Soon thereafter, pursuant to the agreed-upon white knight
2 strategy, defendant PARADIS recruited Ohio Attorney to supposedly
3 represent Jones in a lawsuit against the City. Defendant PARADIS
4 told Ohio Attorney that the City wanted the lawsuit to be "pre-
5 settled" on the City's desired terms. Defendant PARADIS and Ohio
6 Attorney agreed that in exchange for doing all or most of Ohio
7 Attorney's substantive work on the case, defendant PARADIS would
8 receive twenty percent of Ohio Attorney's fees in the case as a
9 secret kickback.

10 16. Because of state court rules requiring that a party to a
11 lawsuit in the State of California have at least one lawyer who is
12 admitted to the California bar, in or around early March of 2015,
13 Kiesel recruited California Attorney to function as local counsel
14 supposedly representing Jones.

15 **2. The City's Affirmative Lawsuit Against PwC**

16 17. On March 6, 2015, the City filed a civil lawsuit against
17 PwC ("*City v. PwC*"), which generally alleged that PwC was responsible
18 for LADWP's billing debacle. Defendant PARADIS and Kiesel
19 represented the City in that action for approximately four years,
20 until on or about March 6, 2019.

21 18. Because defendant PARADIS and Kiesel were operating as
22 Special Counsel for the City, the City Attorney's Office had a legal
23 and ethical responsibility to supervise the Special Counsel and to
24 maintain ultimate control over the litigation of *City v. PwC*.
25 Accordingly, the Special Counsel contract provided that the City
26 Attorney's Office would "retain final authority over all material
27 aspects" of dispute resolution and litigation.

1 **3. The Collusive Class Action Lawsuit**

2 19. In or around March of 2015, defendant PARADIS, while
3 serving as Special Counsel and pursuant to the agreed-upon white
4 knight strategy, used nonpublic information provided to him by
5 members of the City Attorney's Office and LADWP to draft a detailed
6 complaint for a class action lawsuit against the City with Jones as
7 the named class representative ("*Jones v. City*").

8 20. On or about March 26, 2015, defendant PARADIS provided the
9 draft *Jones v. City* complaint to Ohio Attorney for filing.

10 21. On April 1, 2015, as expected by multiple members of the
11 City Attorney's Office, Ohio Attorney filed the *Jones v. City*
12 complaint that defendant PARADIS had drafted.

13 22. On or about April 8, 2015, members of the City Attorney's
14 Office met with Ohio Attorney to discuss settlement terms that would
15 enable *Jones v. City* to be used as the vehicle to globally settle all
16 of the LADWP billing claims against the City.

17 23. Between on or about June 11, 2015, and on or about July 31,
18 2015, defendant PARADIS and others on behalf of the City participated
19 in four confidential mediation sessions with Ohio Attorney. The
20 other class action plaintiffs were excluded from these sessions. At
21 the close of the final session, the mediator issued a proposal that
22 would cap plaintiff attorneys' fees at \$13,000,000.

23 24. On August 1, 2015, the City's Class Action Counsel sent an
24 email to members of the City Attorney's Office detailing Class Action
25 Counsel's many reasons for believing that the \$13,000,000 attorney
26 fee proposal was unjustifiably high. The enumerated reasons included
27 that Ohio Attorney had done "little demonstrative work to advance the
28 interests of the class."

1 25. On or about August 1, 2015, a senior member of the City
2 Attorney's Office endorsed Class Action Counsel's objections to the
3 excessive attorneys' fees, stating that Class Action Counsel had
4 "superbly summarize[d] the many issues" with the attorneys' fee
5 proposal.

6 26. Notwithstanding the numerous concerns that were raised by
7 the City's Class Action Counsel and disputed by no one, on or about
8 August 20, 2015 — less than three weeks later — the City and Ohio
9 Attorney filed a stipulated agreement that would provisionally
10 resolve all claims against the City related to the LADWP billing
11 debacle and accept the \$13,000,000 cap on plaintiff attorneys' fees.

12 27. On or about October 31, 2016, defendant PARADIS and others
13 on behalf of the City attended another mediation session with Ohio
14 Attorney. The parties agreed to revise the August 20, 2015
15 stipulated agreement, including by raising the cap on plaintiff
16 attorneys' fees to approximately \$19,000,000.

17 28. On or about July 20, 2017, the Los Angeles County Superior
18 Court judge overseeing the class actions issued a final approval of
19 an approximately \$67,000,000 settlement agreement in *Jones v. City*,
20 including approximately \$19,000,000 in plaintiff attorneys' fees.

21 29. On or about July 28, 2017, pursuant to the settlement
22 agreement, the City sent a check to Ohio Attorney in the amount of
23 approximately \$19,241,003. After disbursing some of those funds to
24 California Attorney and some to attorneys for other class plaintiffs
25 in accordance with the terms of the settlement agreement, Ohio
26 Attorney and his law firm retained approximately \$10,300,000 in
27 attorney fees.

28

1 30. Pursuant to his prior agreement to pay defendant PARADIS
2 twenty percent of his *Jones v. City* earnings, Ohio Attorney secretly
3 paid \$2,175,000 to defendant PARADIS. This kickback, which was
4 disguised as a real estate investment, was funneled through shell
5 companies that defendant PARADIS and Ohio Attorney had set up
6 exclusively for the purpose of transmitting and concealing the
7 kickback.

8 C. THE AVENTADOR CONTRACT BRIBERY SCHEME

9 **1. Defendant PARADIS Contracts With LADWP For Technical
10 Services Related to the Billing Litigation**

11 31. On or about October 19, 2015, the LADWP Board awarded a
12 one-year, approximately \$1,304,090 no-bid contract to defendant
13 PARADIS's law firm, the Paradis Law Group, PLLC ("PLG"), to provide
14 project management services in connection with LADWP's billing system
15 remediation.

16 32. On or about May 23, 2016, the LADWP Board extended PLG's
17 project management services contract for another year and increased
18 the value of the contract by approximately \$4,725,675.

19 **2. Defendant PARADIS Begins Ghostwriting the Court-Appointed
20 Independent Monitor's Reports to the Court**

21 33. In or around December 2015, the Los Angeles Superior Court
22 judge overseeing the *Jones v. City* lawsuit appointed an independent
23 monitor ("Independent Monitor") to oversee and report to the court on
24 LADWP's performance under the *Jones v. City* settlement agreement,
25 which required LADWP to remediate its billing system and meet various
26 benchmarks over a specific period of time, among other obligations.

27 34. During the course of Independent Monitor's work as the
28 entity appointed by the court to deliver objective and unbiased
reports, defendant PARADIS and Independent Monitor formed a personal

1 relationship. Over the course of that relationship and during the
2 Independent Monitorship, defendant PARADIS treated Independent
3 Monitor to sporting events, as well as meals and drinks, on multiple
4 occasions.

5 35. As part of Independent Monitor's duties, the court required
6 him to file periodic reports with the court describing, among other
7 things, LADWP's progress in meeting its remediation obligations and
8 the benchmarks contained in the *Jones v. City* settlement agreement.
9 With the knowledge and approval of multiple LADWP officials and
10 employees and others, defendant PARADIS drafted the substance of
11 nearly all of Independent Monitor's reports to the court.
12 Independent Monitor never disclosed to the court that he relied on
13 defendant PARADIS for nearly all of his reports. Ghostwriting
14 Independent Monitor's reports allowed defendant PARADIS to position
15 himself for a lucrative contract in connection with the remediation
16 work.

17 **3. Defendant PARADIS Forms a Personal Relationship with LADWP**
18 **General Manager, and They Begin Planning for a Future LADWP**
19 **Contract**

20 36. Through his involvement in the *City v. PwC* case and
21 providing project management services for LADWP's billing system,
22 defendant PARADIS formed a close working and personal relationship
23 with LADWP General Manager. Defendant PARADIS and LADWP General
24 Manager traveled together for both work and personal purposes,
25 attended concerts and other events together, and dined together at
26 expensive restaurants. Defendant PARADIS regularly paid for LADWP
27 General Manager at these outings.

28 37. During PLG's project management services contract,
defendant PARADIS and LADWP General Manager discussed ways for

1 defendant PARADIS to perform additional work for LADWP. In or around
2 early 2017, defendant PARADIS advised LADWP General Manager that, as
3 a law firm, PLG could not provide future remediation services for
4 LADWP based on state bar rules prohibiting defendant PLG from
5 providing non-legal services. They discussed having defendant
6 PARADIS form a new company to provide future remediation and other
7 services to LADWP, under a new contract with LADWP.

8 (a) *Defendant PARADIS Agrees To Give LADWP General Manager*
9 *a Future Job, Million-Dollar Salary, and Company Car*
10 *in Exchange for LADWP General Manager's Help Securing*
11 *Lucrative Contract*

12 38. On or about February 10, 2017, defendant PARADIS met
13 privately with LADWP General Manager at a hotel in Riverside,
14 California. During this meeting, defendant PARADIS and LADWP General
15 Manager discussed the fact that defendant PARADIS was forming a new
16 company, Aventador Utility Solutions, LLC ("Aventador") to secure a
17 lucrative no-bid contract with LADWP that would include, among other
18 work, continued remediation services as well as cyber-related
19 services. Defendant PARADIS and LADWP General Manager discussed ways
20 that LADWP General Manager could benefit financially from Aventador.
21 Specifically, defendant PARADIS and LADWP General Manager agreed that
22 LADWP General Manager would work to ensure that the LADWP Board
23 awarded a contract to Aventador. In exchange, they agreed that LADWP
24 General Manager would receive, among other benefits: (1) to be the
25 Chief Executive Officer ("CEO") of Aventador upon LADWP General
26 Manager's retirement from LADWP; (2) an approximately \$1,000,000
27 annual salary upon joining Aventador; and (3) a new Mercedes SL 550
28 as LADWP General Manager's company car.

1 39. On or about March 28, 2017, defendant PARADIS registered
2 Aventador with the California Secretary of State.

3 (b) *Defendant PARADIS Writes a Self-Serving Independent*
4 *Monitor Report Padded with Crucial Support for the*
5 *Aventador Contract*

6 40. In or around early May of 2017, defendant PARADIS drafted
7 the next periodic court report for Independent Monitor, which LADWP
8 General Manager reviewed before defendant PARADIS provided it to
9 Independent Monitor. As discussed and agreed with LADWP General
10 Manager, defendant PARADIS's primary goal in drafting this report was
11 to provide LADWP General Manager with support for his campaign to
12 persuade the LADWP Board to award the \$30,000,000 no-bid contract to
13 Aventador.

14 41. On or about May 5, 2017, Independent Monitor's report was
15 filed with the court in the *Jones v. City* case. Section IV of the
16 report, which defendant PARADIS drafted specifically to include
17 talking points for LADWP General Manager to use to convince the LADWP
18 Board to approve the Aventador contract, stated, among other things,
19 that LADWP was grossly understaffed in the Information Technology
20 ("IT") area and needed to procure these services through an outside
21 vendor.

22 (c) *LADWP General Manager and Defendant PARADIS Work to*
23 *Secure the LADWP Board's Support for a \$30,000,000 No-*
24 *Bid Contract to Aventador*

25 42. In or around May 2017 and early June 2017, defendant
26 PARADIS and LADWP General Manager worked together to position
27 Aventador to secure a \$30,000,000 no-bid contract with LADWP. These
28 efforts included lobbying individual LADWP Board members and other
LADWP employees and officials to solicit their support for the
Aventador contract, editing drafts of a letter that was ultimately

1 sent to the LADWP Board summarizing the purpose and terms of the
2 proposed Aventador contract and explaining why alternatives to
3 awarding the contract on a no-bid basis were unsatisfactory (the
4 "Board Letter"), and omitting defendant PARADIS's affiliation with
5 Aventador from LADWP General Manager's oral and written presentation
6 urging the LADWP Board to vote in favor of the Aventador contract.

7 **4. Relying on LADWP General Manager's Presentation and the**
8 **Independent Monitor Report Ghostwritten By Defendant**
9 **PARADIS, the LADWP Board Votes to Award a \$30,000,000 No-**
10 **Bid Contract to Aventador**

11 43. On June 6, 2017, the LADWP Board met and considered the
12 Aventador contract.

13 44. In a presentation to the LADWP Board immediately before the
14 vote, LADWP General Manager cited the verbiage of the May 5, 2017
15 Independent Monitor report secretly written by defendant PARADIS,
16 told the LADWP Board that LADWP could not meet its obligations under
17 the *Jones v. City* settlement agreement unless it contracted with
18 Aventador, and conveyed a sense of urgency to approve the Aventador
19 contract quickly. LADWP General Manager never disclosed to the LADWP
20 Board that he had agreed to accept from defendant PARADIS the title
21 of Aventador's CEO, an annual salary of approximately \$1,000,000, and
22 a luxury company Mercedes in exchange for his support of the
23 Aventador contract.

24 45. Following LADWP General Manager's presentation, the LADWP
25 Board voted unanimously to award Aventador a three-year, \$30,000,000
26 no-bid contract.
27
28

1 **5. To Obtain Support For the Aventador Contract, Defendant**
2 **PARADIS Provides, With LADWP General Manager's**
3 **Encouragement, Unpaid Legal Services to LADWP Board Member**

4 46. Beginning approximately a week before the LADWP Board's
5 vote on the Aventador contract, a member of the LADWP Board ("LADWP
6 Board Member") solicited legal services from defendant PARADIS on an
7 unrelated litigation matter. Defendant PARADIS understood that if he
8 agreed to provide the requested legal services, LADWP Board Member
9 would vote in favor of the contract. Defendant PARADIS discussed
10 LADWP Board Member's repeated requests with LADWP General Manager,
11 who replied by advising defendant PARADIS that LADWP Board Member had
12 been reappointed for four more years, which defendant PARADIS
13 understood to mean that he should provide the requested legal
14 services solicited by LADWP Board Member in order to obtain LADWP
15 Board Member's support on the Aventador contract. Accordingly,
16 defendant PARADIS performed, and directed Paradis Law Partner to
17 perform, the requested legal work, which included conducting legal
18 research; reviewing and revising legal briefing and filings; and
19 participating in meetings, calls, and discussions with LADWP Board
20 Member and his/her litigation team concerning legal strategy and
21 tactics. Defendant PARADIS did so in order to influence LADWP Board
22 Member's vote for the Aventador contract and in order to continue to
23 influence LADWP Board Member for purposes of future Board votes. In
24 total, between in or around late May 2017 and in or around early
25 August 2017, defendant PARADIS and Paradis Law Partner performed
26 approximately thirty hours of legal services for LADWP Board Member.
27 Defendant PARADIS did not seek payment for these services from LADWP
28 Board Member, nor did LADWP Board Member offer payment.

1 **6. Defendant PARADIS and LADWP General Manager Continue to**
2 **Secretly Work Together to Build Aventador for Their Mutual**
3 **Personal Benefit**

4 47. During the remainder of 2017, throughout 2018, and into
5 early 2019, defendant PARADIS and LADWP General Manager continued to
6 collaborate to build and market Aventador and to seek additional
7 lucrative business opportunities for Aventador both inside and
8 outside LADWP.

9 48. On multiple occasions in late 2018 and early 2019, via text
10 message, LADWP General Manager conveyed to defendant PARADIS that he
11 was ready to leave LADWP, and they discussed how LADWP General
12 Manager would use his remaining tenure at LADWP to obtain an
13 extension of Aventador's contract and otherwise enhance Aventador's
14 future financial prospects.

15 **7. Defendant PARADIS and LADWP General Manager Expand Their**
16 **Corrupt Aventador Plans**

17 49. In May of 2018, LADWP General Manager and other LADWP
18 officials and employees, along with defendant PARADIS, joined a
19 delegation on a visit to Israel. During the trip, defendant PARADIS
20 and LADWP General Manager met with officials from a global company
21 that provided cybersecurity training to governmental and business
22 organizations ("Cyber Company"). Cyber Company had franchises in the
23 United States and abroad, and defendant PARADIS and LADWP General
24 Manager decided to invest in bringing a Cyber Company facility to Los
25 Angeles. Defendant PARADIS and LADWP General Manager agreed that
26 defendant PARADIS would put up \$5,000,000 in capital and would have a
27 controlling interest, and that LADWP General Manager would have an
28 ownership interest. LADWP General Manager told defendant PARADIS
that LADWP would purchase five years of cybersecurity training at the

1 franchise facility, at a cost of \$3,000,000 per year. LADWP General
2 Manager did not have the formal authority to make this commitment on
3 behalf of LADWP without action by the LADWP Board. Defendant PARADIS
4 and LADWP General Manager agreed that LADWP General Manager would use
5 his position and influence at LADWP to convince the LADWP Board to
6 support and vote in favor of this expenditure, which both defendant
7 PARADIS and LADWP General Manager knew and intended would secretly
8 benefit them both financially.

9 50. In January 2019, pursuant to his agreement with LADWP
10 General Manager, defendant PARADIS entered into a joint venture
11 agreement with Cyber Company wherein defendant PARADIS agreed to pay
12 \$5,000,000 to open a Cyber Company facility in Los Angeles that would
13 provide training to LADWP employees.

14 51. These Introductory Allegations are incorporated into the
15 sole count of this Information.

16
17
18
19
20
21
22
23
24
25
26
27
28

COUNT ONE

[18 U.S.C. § 666(a)(1)(B)]

52. Between on or about February 25, 2015, and on or about November 10, 2017, defendant PAUL O. PARADIS, an agent of the City Attorney's Office and the City of Los Angeles, corruptly solicited and demanded for the benefit of himself and others, and accepted and agreed to accept, something of value from a person, intending to be influenced and rewarded in connection with a business, transaction, and series of transactions of the City Attorney's Office having a value of \$5,000 or more. Specifically, defendant PARADIS solicited, demanded, accepted, and agreed to accept a kickback of approximately \$2,175,000, intending to be influenced and rewarded in return for defendant PARADIS's arrangement for Ohio Attorney to putatively represent Antwon Jones and a class of LADWP ratepayers in a lawsuit against the City, which would be resolved in a rapid settlement that would net Ohio Attorney and his law firm approximately \$10,300,000 in attorneys' fees despite Ohio Attorney and his law firm doing little legal work.

1 FORFEITURE ALLEGATION

2 [18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c)]

3 53. Pursuant to Rule 32.2 of the Federal Rules of Criminal
4 Procedure, notice is hereby given that the United States of America
5 will seek forfeiture as part of any sentence, pursuant to Title 18,
6 United States Code, Section 981(a)(1)(C) and Title 28, United States
7 Code, Section 2461(c), in the event of any defendant's conviction of
8 the offense set forth in Count One of this Information.

9 54. The defendant, if so convicted, shall forfeit to the United
10 States of America the following:

11 (a) All right, title and interest in any and all property,
12 real or personal, constituting, or derived from, any proceeds
13 traceable to such offense; and

14 (b) To the extent such property is not available for
15 forfeiture, a sum of money equal to the total value of the property
16 described in subparagraph (a).

17 55. Pursuant to Title 21, United States Code, Section 853(p),
18 as incorporated by Title 28, United States Code, Section 2461(c), the
19 defendant shall forfeit substitute property, up to the total value of
20 the property described in the preceding paragraph if, as the result
21 of any act or omission of the defendant, the property described in
22 the preceding paragraph, or any portion thereof: (a) cannot be
23 located upon the exercise of due diligence; (b) has been transferred,

24 //

25 //

26 //

27 //

28 //

1 sold to or deposited with a third party; (c) has been placed beyond
2 the jurisdiction of the court; (d) has been substantially diminished
3 in value; or (e) has been commingled with other property that cannot
4 be divided without difficulty.

5
6
7 TRACY L. WILKISON
United States Attorney

8 

9
10 SCOTT M. GARRINGER
Assistant United States Attorney
11 Chief, Criminal Division

12 MACK E. JENKINS
Assistant United States Attorney
13 Chief, Public Corruption and
Civil Rights Section

14 DANIEL J. O'BRIEN
Assistant United States Attorney
15 Deputy Chief, Public Corruption
and Civil Rights Section

16
17 MELISSA MILLS
J. JAMARI BUXTON
18 SUSAN S. HAR
Assistant United States Attorneys