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F. #2017R02001

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

----- X

UNITED STATES OF AMERICA

- against -

TAE HUNG KANG,  
also known as "Kevin Kang," and  
JOHN WON,

Defendants.

----- X

INDICTMENT

**CR 18 - 00184**

Cr. No.

(T. 15, U.S.C., §§ 78j(b) and 78ff; T. 18,  
U.S.C., §§ 371, 981(a)(1)(C), 982(a)(1),  
982(b)(1), 1343, 1349, 1956(h), 2 and  
3551 et seq.; T. 21, U.S.C., § 853(p);  
T. 28, U.S.C., § 2461(c))

**KUNTZ, J.  
LEVY, M.J.**

THE GRAND JURY CHARGES:

INTRODUCTION

At all times relevant to this Indictment, unless otherwise indicated:

I. The Defendants and Relevant Individual

1. The defendant TAE HUNG KANG, also known as "Kevin Kang," was the founder and Chief Executive Officer of Safety Capital Management, Inc. ("Safety Capital").

2. The defendant JOHN WON was the President of GNS Capital Inc. ("GNS") and the Vice President and Secretary of Safety Capital. From on or about June 27, 2013 through the date of this Indictment, WON was listed by the National Futures Association ("NFA") as a principal and owner of GNS. Between August 2013 and February 2014, WON was registered with the Commodities Futures Trading Commission ("CFTC") as an associated person and branch manager of a registered introducing broker.

3. Jane Doe #1, an individual whose identity is known to the Grand Jury, was the President of Safety Capital and Vice President of GNS. During the relevant period, Jane Doe #1 acted at the direction of the defendant TAE HUNG KANG in connection with the events described herein.

## II. The Relevant Entities

4. Safety Capital was a New York corporation with its principal place of business in Bayside, New York, and did business as “FOREXNPOWER.” FOREXNPOWER was engaged in the foreign exchange (“FX”) trading business. Specifically, Safety Capital, as FOREXNPOWER, purported to (1) provide training and education to individual investors seeking to learn how to trade foreign currencies; and (2) conduct FX trading on behalf of investor clients by applying special expertise and secret algorithmic trading methods called “ASET” or “Super Power-Bot.”

5. GNS was a New York corporation with its principal place of business in Bayside, New York, at the same address as Safety Capital. GNS also did business as “FOREXNPOWER,” and purported to engage in the same business activities as Safety Capital.

6. FX Clearing Company #1, a company the identity of which is known to the Grand Jury, was a New York-based international corporation that provided FX trading accounts and clearing services for individuals and entities engaged in FX trading. During the relevant period, FX Clearing Company #1 hosted accounts and cleared FX transactions on behalf of Safety Capital and GNS.

7. Introducing Broker #1, a company the identity of which is known to the Grand Jury, was a Charlotte, North Carolina-based corporation that was registered with the NFA

as an introducing broker. From approximately February 2012 to December 2013, Introducing Broker #1 served as an introducing broker for FOREXNPOWER clients.

### III. Relevant Definitions

8. “FX trading” referred to the practice of trading one currency for another currency, e.g., the United States Dollar for the Pound Sterling, the currency of the United Kingdom.

9. A “security” was, among other things, any note, stock, bond, debenture, evidence of indebtedness, investment contract or participation in any profit-sharing agreement.

10. A Percentage Allocation Management Model (“PAMM”) account was an FX trading account that allowed investors to trade collectively using the same strategy and then receive a proportionate allocation of the profits and losses.

11. An FX “commodity trading adviser” (“FX CTA”) was an individual or organization that, for compensation or profit, advised others, directly or indirectly, as to the value or advisability of buying or selling FX.

12. An “introducing broker” was an individual or organization that solicited or accepted orders to buy or sell, among other things, foreign currencies, but did not accept money or other assets from customers to support these orders.

13. An “associated person” of an introducing broker was an individual who solicited orders, customers or customer funds on behalf of an introducing broker.

### IV. The Fraudulent Schemes

#### A. The FX Trading Scheme

14. In or about and between October 2010 and December 2013, the defendants TAE HUNG KANG and JOHN WON, together with others, engaged in a scheme to defraud

investors and potential investors in FX trading accounts managed by FOREXNPOWER through material misrepresentations and omissions relating to, among other things: (1) the experience and expertise of FOREXNPOWER's trading staff; (2) the rates of return historically achieved by FOREXNPOWER; (3) likely future rates of return that would be achieved by FOREXNPOWER's computerized trading system, also known as "ASET" or "Super Power Bot;" (4) the general risk of FX trading; and (5) an insurance program FOREXNPOWER purported to maintain, which the defendants claimed would pay investors back for any losses they incurred, plus a 10 percent profit.

15. From approximately October 2010 through December 2013, the defendants TAE HUNG KANG and JOHN WON operated FOREXNPOWER. FOREXNPOWER conducted periodic seminars at its offices in Bayside, New York and in hotels in the New York City area, at which KANG, WON and others would present to potential investors about the mechanics of the FX market and how to make money through FX trading. KANG and WON, as well as other FOREXNPOWER staff, also pitched potential investors regarding the opportunity to open FX trading accounts with FX Clearing Company #1 that would be managed by FOREXNPOWER staff, who would then execute trades through a PAMM account.

16. At the seminars, the defendants TAE HUNG KANG and JOHN WON, together with others, represented to investors and potential investors that KANG was an expert in FX trading, and that trading using FOREXNPOWER's methods would generate a very profitable rate of return. For example, at a seminar held on or about April 20, 2012, which was attended by WON, KANG told potential investors that through his training they would "learn the 'know-how' to enjoy the life of comfort lounging on the beaches of the Bahamas and Hawaii . . . in a

year or two, or two to three years at most.” KANG further represented at the April 20, 2012 seminar that it was his belief that none of the participants in the seminars would ever lose a dollar.

17. In furtherance of the fraudulent scheme, the defendants TAE HUNG KANG and JOHN WON, together with others, disseminated and caused to be disseminated promotional material touting the investment opportunities available through FOREXNPOWER. Among other things, the promotional materials took the form of: (1) advertisements placed in Korean language newspapers and aired on Korean language radio; (2) brochures and pamphlets distributed at, among other places, FOREXNPOWER’s promotional seminars; and (3) emails distributed to lists of contacts maintained by the defendants.

18. The promotional materials contained numerous material misrepresentations and omissions. For example, in or around February 2012, an advertisement promoting FOREXNPOWER was published in a Korean language publication. The advertisement claimed that FOREXNPOWER provided an “easy trading method anyone can learn,” a “secret trading method generating more than 10% monthly profit,” and that the company “target[ed] \$100,000 with \$500 starting money.” Another advertisement provided details about FOREXNPOWER’s ASET trading product, claiming that it would “manage your account safely while you’re asleep or not home,” and that the purpose of the ASET accounts was “to make \$1 million and more within three to five years.” This advertisement specified that using ASET to trade would result in an estimated profit of 12 percent.

19. Contrary to the representations made at the seminars and in the promotional materials, the defendants TAE HUNG KANG and JOHN WON had very little expertise or experience in FX trading, and KANG, WON and FOREXNPOWER’S staff had not

historically achieved the touted profits through FX trading. Indeed, none of the defendants' customers obtained 10 percent monthly profits. Moreover, the algorithmic programs referred to as ASET and Super Power Bot had consistently failed to generate a profit through FX trading, and KANG and WON were aware that the programs consistently generated losses.

20. Through the fraudulent misrepresentations and omissions, the defendants TAE HUNG KANG and JOHN WON enticed at least 50 investors to invest over \$845,000 with FOREXNPOWER in managed FX trading accounts. FOREXNPOWER earned monthly fees generally in the amount of two percent of the value of accounts it managed and 30 percent of any profits generated by these accounts.

21. After investors opened their managed FX trading accounts with FOREXNPOWER, they received additional misleading communications from the defendant TAE HUNG KANG and others at FOREXNPOWER, in which they explained away losses in the investors' accounts and made false promises that the losses would be recouped. For example, on or about August 17, 2012, an individual using the email address "info@forexnpower.com" sent an email to FOREXNPOWER investors in which the individual wrote that while some account holders were concerned about recent losses in their accounts, Safety Capital had its own insurance fund, and would pay investors back 10 percent profit on top of their initial investments, but that investors had to keep their money invested with FOREXNPOWER for at least a year in order to take advantage of the insurance. This email further stated that "our ASET system will meet your financial goal at the end of the 60-kilometer marathon."

22. On or about November 7, 2012, the defendant TAE HUNG KANG sent an email from the info@forexnpower.com email address to FOREXNPOWER investors, in which he apologized for recent losses, but explained that the losses were caused because

FOREXNPOWER had not previously been using a “Skepler” system to trade, which would be “more profitable” going forward. KANG further explained that, by using the “Skepler” system, FOREXNPOWER would generate monthly returns of 20 to 30 percent for investors. KANG also reminded investors in the email about the insurance referred to in the August 17, 2012 email, and said that no one would lose any of the money they had invested in FOREXNPOWER’s managed trading accounts.

23. To facilitate the fraudulent scheme, the defendant JOHN WON served as the point of contact between FOREXNPOWER and FX Clearing Company #1 and Introducing Broker #1. On or about July 26, 2011, WON enabled FOREXNPOWER to begin engaging in FX trading on behalf of investors by facilitating the opening of an “exempt money manager” account in the name of Safety Capital with FX Clearing Company #1. Because FOREXNPOWER was not registered with the NFA as an FX CTA, FX Clearing Company #1 permitted FOREXNPOWER to introduce only up to 15 investors to participate in a PAMM account. Approximately five investors initially participated in the Safety Capital PAMM account. These investors invested approximately \$147,000 via the Safety Capital PAMM account. None of these investors earned a profit on their investments. Collectively, the investors lost approximately \$52,000.

24. On or about December 7, 2011, a representative from FX Clearing Company #1 sent an email to the defendant JOHN WON stating that FX Clearing Company #1 had suspended the Safety Capital PAMM account “because of the [sic] trading loss ratio to account equity was too high,” and that “to re-establish the PAMM we will need to see recent trading results that can show a positive trend.”

25. In approximately January 2012, the defendant JOHN WON informed a representative at FX Clearing Company #1 that he was starting a new FX money manager business under the name GNS. WON claimed that GNS had no relationship to Safety Capital. In an email sent on or about March 17, 2012, WON further represented to the FX Clearing Company #1 representative that he had “successfully acquired a BOT program,” that would conduct algorithmic trading, and acknowledged it may not “accumulate 800% in a year or so . . . [but] it is the most honest and less ‘risky.’” WON further represented that he had “10clients [sic] whom have demo account going to live accounts but we don’t want any ties to Safety capital. It is imperative I don’t run into any further delay for our clients.” In reality and contrary to these representations, and as WON was fully aware, GNS was jointly controlled by KANG and WON, and GNS and Safety Capital were effectively interchangeable entities continuing to conduct business as FOREXNPOWER.

26. Following the suspension of the Safety Capital PAMM account, the defendant JOHN WON opened a new PAMM account in the name of GNS with FX Clearing Company #1 on or about March 28, 2012. Approximately eight additional investors participated in the GNS PAMM account.

27. Starting in approximately April 2012, the defendants TAE HUNG KANG and JOHN WON began opening additional FX trading accounts through the use of Introducing Broker #1. The purpose of opening accounts through Introducing Broker #1 was to allow FOREXNPOWER to have more than 15 customer accounts open at FX Clearing Company #1, despite not being registered as an FX CTA. Introducing brokers at FX Clearing Company #1 were entitled to receive a commission payment that amounted to a percentage of trades. WON negotiated an arrangement with Introducing Broker #1 pursuant to which that commission was

split between Introducing Broker #1 and FOREXNPOWER. KANG and WON obtained over \$620,000 in investments into FX trading accounts opened by investors through Introducing Broker #1. Those investors incurred collective losses of over \$334,000.

28. In total, investors into FX trading accounts managed by FOREXNPOWER invested approximately \$845,000 and lost nearly \$400,000, including commissions and fees. No investor received the full refund plus 10% payment from FOREXNPOWER's touted insurance fund in the wake of these losses.

#### B. The Stock Investment Scheme

29. In addition to the fraudulent scheme set forth above, the defendants TAE HUNG KANG and JOHN WON, together with others, also perpetrated a related fraudulent scheme involving direct investment into Safety Capital.

30. From approximately July 2011 to July 2013, the defendants TAE HUNG KANG and JOHN WON solicited investments into Safety Capital by selling Safety Capital stock. The stock was not registered with the United States Securities and Exchange Commission. In connection with the sale of this stock, KANG and WON perpetrated a scheme to defraud investors and potential investors through material misrepresentations and omissions relating to the intended use of investor funds. KANG made a variety of representations to investors and potential investors regarding how the funds invested in the company would be used, but most investors were told that their money would be pooled by FOREXNPOWER to conduct FX trading. In reality, KANG and WON misappropriated the majority of the money.

31. For example, in approximately March 2012, Investor #1, an individual whose identity is known to the Grand Jury, saw an advertisement for FOREXNPOWER and attended several seminars hosted by FOREXNPOWER in Bayside, New York, at which the

defendant TAE HUNG KANG presented about FX trading. During one of these presentations KANG advised that while the Korean community did not traditionally invest in the FX market, if the attendees invested with KANG and took advantage of FOREXNPOWER's ASET trading method, the return on their investments would be substantial within a few years.

32. On or about July 24, 2012, Investor #1 met with the defendants TAE HUNG KANG and JOHN WON and Jane Doe #1 at KANG's office in Bayside, New York in order to invest in Safety Capital. At that meeting, Investor #1 provided KANG with a check for \$50,000 in exchange for 25 shares of Safety Capital stock. This amount of money represented the majority of Investor #1's life savings. During the meeting, KANG explained to Investor #1 that the value of Safety Capital stock would increase exponentially in the future. When Investor #1 signed the check for \$50,000 to purchase Safety Capital stock, KANG, WON and Jane Doe #1 broke into applause. In or around October 2012, Investor #1 changed his mind and asked KANG for his money back. KANG told Investor #1 that he was waiting for an incoming investment from a new investor, and then would be able to refund Investor #1's investment. KANG later promised to buy back Investor #1's stake, but Investor #1 never received any money from KANG.

33. In or around and between July and August 2013, the defendant TAE HUNG KANG also solicited a total of approximately \$70,000 in investments in Safety Capital stock from Investor #2, an individual whose identity is known to the Grand Jury. During meetings to discuss the investment, KANG told Investor #2 that it was his intention to expand FOREXNPOWER into branch offices in several states, and that Investor #2's investment would be used to open the first branch office in Fort Lee, New Jersey. He also told Investor #2 that she would receive a monthly dividend of four and a half percent of her investment. Investor #2 made

an original investment of \$20,000 in or around July 2013, and received a dividend payment of \$800 (four percent of the original investment) from Safety Capital approximately one month later. Investor #2 then made additional investments totaling \$50,000, but received no further dividend payments.

34. The defendant JOHN WON was also involved in pitching investors to purchase Safety Capital stock. For example, in or around June 2013, the defendant TAE HUNG KANG met with another potential investor, Investor #3, an individual whose identity is known to the Grand Jury, at FOREXNPOWER's office in Bayside, New York. During that meeting, KANG explained that Investor #3's investment would be used to conduct FX trading, and that any profit generated by his investment would be split between Investor #3 and FOREXNPOWER. Several days later, Investor #3 returned to FOREXNPOWER's office, where he met with WON. During that meeting, WON told Investor #3 about the potential for significant profit from investing in the FX market through FOREXNPOWER. In approximately July 2013, Investor #3 invested approximately \$10,000 in Safety Capital in exchange for 20 shares of stock.

35. In total, the defendants TAE HUNG KANG and JOHN WON solicited approximately \$718,000 dollars in investments in Safety Capital stock. This money was deposited into bank accounts held in the name of Safety Capital and GNS. WON and Jane Doe #1 collectively maintained exclusive signing authority over those accounts. Only approximately \$3,000 of incoming investor funds were transferred to FX trading accounts. The majority of the total investment in Safety Capital stock was spent in the form of checks payable to WON and Jane Doe #1 and on personal expenses on behalf of KANG, WON and Jane Doe #1.

36. As an illustrative example of the flow of money through these accounts, on or about July 25, 2013, a check in the amount of \$30,000 from an account held by Investor #2 was deposited into a bank account in Bayside, New York in the name of Safety Capital (the "SC Account"), as to which Jane Doe #1 held exclusive signing authority. On or about July 28, 2013, Jane Doe #1 wrote a check in the amount of \$19,000 to GNS from the SC Account, which was then deposited into a bank account in Bayside, New York in the name of GNS (the "GNS Account"), as to which the defendant JOHN WON and Jane Doe #1 jointly held exclusive signing authority. On or about July 30, 2013, WON wrote a check in the amount of \$7,000 to himself from the GNS Account. An additional \$7,000 was withdrawn in cash from the GNS Account by Jane Doe #1 on or about August 2, 2013.

37. Other than token payments, purportedly representing dividends or profits, made by FOREXNPOWER to certain investors, the investors in Safety Capital stock lost their entire investments as a result of the scheme, resulting in a total of over \$700,000 in losses.

#### COUNT ONE

#### (Wire Fraud Conspiracy – FX Trading Scheme)

38. The allegations contained in paragraphs one through 37 are realleged and incorporated as if fully set forth in this paragraph.

39. In or about and between February 2012 and December 2013, both dates being approximate and inclusive, within the Eastern District of New York and elsewhere, the defendants TAE HUNG KANG, also known as "Kevin Kang," and JOHN WON, together with others, did knowingly and intentionally conspire to devise a scheme and artifice to defraud one or more investors and potential investors in FX trading accounts managed by FOREXNPOWER, and to obtain money and property from them by means of one or more materially false and

fraudulent pretenses, representations and promises, and for the purpose of executing such scheme and artifice, to transmit and cause to be transmitted by means of wire communication in interstate and foreign commerce writings, signs, signals, pictures and sounds, contrary to Title 18, United States Code, Section 1343.

(Title 18, United States Code, Sections 1349 and 3551 et seq.)

COUNT TWO

(Securities Fraud Conspiracy – Stock Investment Scheme)

40. The allegations contained in paragraphs one through 37 are realleged and incorporated as if fully set forth in this paragraph.

41. In or about and between July 2011 and July 2013, both dates being approximate and inclusive, within the Eastern District of New York and elsewhere, the defendants TAE HUNG KANG, also known as “Kevin Kang,” and JOHN WON, together with others, did knowingly and willfully conspire to use and employ one or more manipulative and deceptive devices and contrivances, contrary to Rule 10b-5 of the Rules and Regulations of the United States Securities and Exchange Commission, Title 17, Code of Federal Regulations, Section 240.10b-5, by: (i) employing one or more devices, schemes and artifices to defraud; (ii) making one or more untrue statements of material fact and omitting to state material facts necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading; and (iii) engaging in one or more acts, practices and courses of business which would and did operate as a fraud and deceit upon one or more investors and potential investors in Safety Capital, directly and indirectly, by use of means and instrumentalities of interstate commerce and the mails, contrary to Title 15, United States Code, Sections 78j(b) and 78ff.

42. In furtherance of the conspiracy and to effect its objects, within the Eastern District of New York and elsewhere, the defendants TAE HUNG KANG and JOHN WON, together with others, did commit and cause to be committed, among others, the following:

OVERT ACTS

(a) On or about January 9, 2013, KANG signed a stock purchase agreement with Investor #4, an individual whose identity is known to the Grand Jury, documenting her purchase of 1,000 shares of Safety Capital stock;

(b) On or about January 16, 2013, WON signed a check payable to himself drawn from the GNS account in the amount of \$5,000;

(c) On or about April 19, 2013, KANG signed a stock purchase agreement with Investor #5, an individual whose identity is known to the Grand Jury, documenting his purchase of 500 shares of Safety Capital stock;

(d) On or about July 3, 2013, KANG signed a stock purchase agreement with Investor #2 documenting her purchase of 1,000 shares of Safety Capital stock; and

(e) On or about July 30, 2013, WON signed a check payable to himself drawn from the GNS Account in the amount of \$7,000.

(Title 18, United States Code, Sections 371 and 3551 et seq.)

COUNT THREE

(Securities Fraud – Stock Investment Scheme)

43. The allegations set forth in paragraphs one through 37 are realleged and incorporated as if fully set forth in this paragraph.

44. In or about and between February 2012 and December 2013, both dates being approximate and inclusive, within the Eastern District of New York and elsewhere, the defendants TAE HUNG KANG, also known as “Kevin Kang,” and JOHN WON, together with others, did knowingly and willfully use and employ one or more manipulative and deceptive devices and contrivances, contrary to Rule 10b-5 of the Rules and Regulations of the United States Securities and Exchange Commission, Title 17, Code of Federal Regulations, Section 240.10b-5, by: (a) employing one or more devices, schemes and artifices to defraud; (b) making one or more untrue statements of material fact and omitting to state one or more material facts necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading; and (c) engaging in one or more acts, practices and courses of business which would and did operate as a fraud and deceit upon one or more investors and potential investors in Safety Capital, in connection with the purchase and sale of investments in Safety Capital, directly and indirectly, by use of means and instrumentalities of interstate commerce and the mails.

(Title 15, United States Code, Sections 78j(b) and 78ff; Title 18, United States Code, Sections 2 and 3551 et seq.)

COUNT FOUR

(Wire Fraud Conspiracy – Stock Investment Scheme)

45. The allegations set forth in paragraphs one through 37 are realleged and incorporated as if fully set forth in this paragraph.

46. In or about and between February 2012 and December 2013, both dates being approximate and inclusive, within the Eastern District of New York and elsewhere, the defendants TAE HUNG KANG, also known as “Kevin Kang,” and JOHN WON, together with

others, did knowingly and intentionally conspire to devise a scheme and artifice to defraud one or more investors and potential investors in stock issued by Safety Capital, and to obtain money and property from them by means of one or more materially false and fraudulent pretenses, representations and promises, and for the purpose of executing such scheme and artifice, to transmit and cause to be transmitted by means of wire communication in interstate and foreign commerce writings, signs, signals, pictures and sounds, contrary to Title 18, United States Code, Section 1343.

(Title 18, United States Code, Sections 1349 and 3551 et seq.)

COUNT FIVE

(Wire Fraud – Stock Investment Scheme)

47. The allegations set forth in paragraphs one through 37 are realleged and incorporated as if fully set forth in this paragraph.

48. On or about August 1, 2013, within the Eastern District of New York, the defendant TAE HUNG KANG, also known as “Kevin Kang,” together with others, did knowingly and intentionally devise a scheme and artifice to defraud Investor #2, and to obtain money and property from Investor #2 by means of one or more materially false and fraudulent pretenses, representations and promises, and for the purpose of executing such scheme and artifice, KANG transmitted and caused to be transmitted, by means of wire communication in interstate and foreign commerce, writings, signs, signals, pictures and sounds, to wit: a wire transfer in the amount of \$30,000 from Investor #2’s bank account in New Jersey to the SC Account maintained in the Eastern District of New York.

(Title 18, United States Code, Sections 1343, 2 and 3551 et seq.)

COUNT SIX  
(Money Laundering Conspiracy)

49. The allegations contained in paragraphs one through 37 are realleged and incorporated as if fully set forth in this paragraph.

50. In or about and between July 2011 and July 2013, both dates being approximate and inclusive, within the Eastern District of New York and elsewhere, the defendants TAE HUNG KANG, also known as "Kevin Kang," and JOHN WON, together with others, did knowingly and intentionally conspire to conduct one or more financial transactions in and affecting interstate and foreign commerce, to wit: checks and electronic payments, which transactions in fact involved the proceeds of one or more specified unlawful activities, to wit: wire fraud, in violation of Title 18, United States Code, Section 1343, and fraud in the sale of securities, in violation of Title 15, United States Code, Sections 78j(b) and 78ff, knowing that the property involved in such transactions represented the proceeds of some form of unlawful activity, and with the intent to promote the carrying on of said specified unlawful activities, contrary to Title 18, United States Code, Section 1956(a)(1)(A)(i).

(Title 18, United States Code, Sections 1956(h) and 3551 et seq.)

CRIMINAL FORFEITURE ALLEGATION AS TO  
COUNTS ONE THROUGH FIVE

51. The United States hereby gives notice to the defendants that, upon their conviction of any of the offenses charged in Counts One through Five, the government will seek forfeiture in accordance with Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), which require any person convicted of such offenses to forfeit any property, real or personal, constituting or derived from proceeds obtained directly or indirectly as a result of such offenses.

- (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;

it is the intent of the United States, pursuant to Title 21, United States Code, Section 853(p), as incorporated by Title 18, United States Code, Section 982(b)(1), to seek forfeiture of any other property of the defendants up to the value of the forfeitable property described in this forfeiture allegation.

(Title 18, United States Code, Sections 981(a)(1) and 982(b)(1); Title 21, United States Code, Section 853(p))

A TRUE BILL



FOREPERSON



RICHARD P. DONOGHUE  
UNITED STATES ATTORNEY  
EASTERN DISTRICT OF NEW YORK

