

IN THE UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF VIRGINIA

Alexandria Division

UNITED STATES OF AMERICA

v.

HYRUM T. WILSON

Defendant.

Case No. 1:20-CR-151

Hon. T.S. Ellis, III

STATEMENT OF FACTS

The United States and the defendant, HYRUM T. WILSON ("WILSON"), agree that at trial, the United States would have proven the allegations set forth in the Criminal Information and the following facts beyond a reasonable doubt with admissible and credible evidence:

1. WILSON and WILLIAM ANDERSON BURGAMY IV ("BURGAMY") conspired to use explosives to firebomb and obliterate a competitor pharmacy in Nebraska. BURGAMY warned WILSON that he would never surrender to law enforcement, that if anyone showed up during the attack, he would "blast [his] fu**king way out," and that he would shoot bullets at anyone who attempted to confront or apprehend him, including the owner of the victim pharmacy. Prior to BURGAMY's arrest in April 2020, WILSON and BURGAMY fully intended on the attack occurring after COVID-19 restrictions were lifted.

2. WILSON was a resident of Nebraska since at least July 2019 through April 2020. WILSON has been a licensed pharmacist in Nebraska since June 2015. WILSON owned and operated a business, PharmWerks d/b/a Hyrum's Family Value Pharmacy, located in Auburn, Nebraska, from at least November 2015 through April 2020.

3. BURGAMY was a resident of Maryland since at least July 2019 through April 2020. BURGAMY operated a consulting business, BWC Coastal Consulting LLC, which

maintained bank accounts at Navy Federal Credit Union (“NFCU”).

4. WILSON and BURGAMY met, virtually, in or about 2018 while playing a 3D real-time strategy video game known as “War Dragons.” Their friendship developed into a business partnership in which BURGAMY helped WILSON obtain loans for his pharmacy. In March 2019, BURGAMY appeared in an infomercial on YouTube with WILSON and fraudulently touted WILSON’s futile skin relief topical cream known as “Scargenix.” WILSON claimed that Scargenix contained unique ingredients from the Amazon rainforest, such as Pracaxi oil, while BURGAMY claimed the product helped treat his facial scars.

5. From at least August 2019 through April 2020, WILSON conspired with BURGAMY to distribute thousands of pharmacy grade prescription medications, including opioids, to which WILSON had access as a licensed pharmacist. WILSON illegally mailed over 19,000 dosage units of medications to BURGAMY’s residence, none of which were dispensed pursuant to prescriptions. Of those over 19,000 dosage units, about 10,300 units contained Schedule II controlled substances consisting of oxycodone, hydrocodone, or amphetamine, and about 9,000 units contained Schedule IV controlled substances consisting of tramadol, lorazepam, alprazolam, or diazepam. WILSON and BURGAMY were involved in the distribution of over 700 kilograms of converted drug weight in furtherance of the conspiracy.

6. BURGAMY advertised and sold the prescription drugs that he obtained from WILSON by using the Darknet¹ and through encrypted e-mail accounts. BURGAMY operated as a vendor on two Darknet markets, including Empire Market, using the name NeverPressedRX

¹ Through the Darknet or Dark Web, which are websites accessible only through encrypted means, individuals have established online marketplaces for narcotics and other illegal items. These markets often only accept payment through digital currencies, such as Bitcoin. WILSON knew that the prescription drugs he mailed to BURGAMY were illegally sold for profit, but did not know that the prescription drugs were sold using the Darknet until after BURGAMY’s arrest.

(“NPRX”). BURGAMY controlled his Darknet enterprise from his residence, fulfilled over 2,500 Darknet prescription drug orders from his residence, stored and packaged all of the prescription drugs that he illegally obtained from WILSON in his residence, and transported these prescription drugs, sold through the Darknet, from his residence to U.S. Post Office boxes.

7. Between January 2020 and April 2020, federal agents acting in undercover capacities over the Darknet, in coordination with the U.S. Attorney’s Office for the Eastern District of Virginia, made nine purchases of Schedule II prescription drugs from NPRX. Law enforcement conducted surveillance of BURGAMY as he placed packages ordered by the agents into the mail stream for delivery to addresses located in the Eastern District of Virginia.

7. BURGAMY carried and possessed firearms during and in relation to, and in furtherance of, the Darknet drug conspiracy, and conspired with others to do the same. BURGAMY carried a firearm with him when he made drops of packages containing prescription drugs from WILSON in post office boxes for delivery to customers nationwide. During a search of BURGAMY’s residence, the following eight unsecured firearms were located: two loaded AR-15 assault rifles with high capacity magazines; one loaded SCAR rifle with a high capacity magazine; two loaded 12-gauge shotguns; and three loaded 9mm handguns.

8. BURGAMY provided a cut of the proceeds generated through his Darknet scheme to WILSON. The proceeds were moved through Bitcoin payments, wire transfers, and bundles of cash sent through the mail. BURGAMY and WILSON used these methods knowing that they were designed to conceal the nature, source, location, ownership, and/or control of these proceeds. BURGAMY paid WILSON for an initial shipment of prescription drugs through a Bitcoin transfer worth about \$20,000 USD. BURGAMY paid WILSON for subsequent shipments of prescription drugs through wire transfers to WILSON’s PharmWerks bank account,

or by mailing WILSON cash payments of thousands of dollars. WILSON knew that BURGAMY was paying him with the laundered proceeds of illegal activity. These proceeds were deposited into WILSON's PharmWerks bank account and used for third party transactions.

9. For example, on September 13, 2019, WILSON received \$19,769.62 worth of Bitcoin into his Coinbase cryptocurrency account, which WILSON knew represented the proceeds of his drug trafficking scheme with BURGAMY. On December 26, 2019, WILSON received \$13,843.15 when he sold this Bitcoin. Also on December 26, 2019, WILSON transferred these funds directly from his Coinbase account into a business checking account that he controlled at Auburn State Bank in Nebraska in the name of "Pharmwerks Inc d/b/a Family Value Pharmacy." On or about December 27, 2019, these funds were commingled with a variety of other funds in WILSON's PharmWerks account so that all the funds in the account appeared to be legitimate business income.

10. Given the success and profitability of the drug trafficking scheme, WILSON repeatedly hit limits, set by his distributor, on the amount of prescription drugs that he could obtain and provide to BURGAMY. Consequently, in or about October 2019, BURGAMY and WILSON developed an attack plot known as "Operation Firewood" to break into, steal the opiate supply of, and firebomb Cody's U-Save Pharmacy, a competing pharmacy located in Auburn, Nebraska (hereinafter, "the Victim Pharmacy"), by using explosives. The goal of the attack plot was to destroy WILSON's local competition, which WILSON and BURGAMY believed would increase the volume of prescription drugs that WILSON's pharmacy could obtain, thereby allowing WILSON and BURGAMY's drug trafficking operation to continue and expand.²

² For example, on January 8, 2020, WILSON explained to BURGAMY: "My wholesaler looks at my volume and determines how much oxy I can order every 30 days. Right now my limit is about 60,000 mg per month, so if he [referring to BURGAMY's alleged firebomb partner] wants

11. Following a court-authorized search of BURGAMY's residence, the FBI recovered a black leather bound notebook. The inside front cover of the notebook has the words "NPRX Private" handwritten on it. In a journal entry dated January 10, 2020, the following text is handwritten in a section labeled "Top Priority": "Hyrum [referring to WILSON] responded w/ no more orders until Operation Firewood is complete. F**K!!!! Make plans (extremely thorough [sic] to fullfill [sic] the f**king plan)." ³

12. On the adjoining page, the word "Nebraska" is handwritten in large letters, along with the following: "Make The Plans & Set A F**king Date. On the same page, in a section labeled "List of Items Needed," the following list, among other items, is handwritten: rental car; 2 sets of stolen plates; duffel bags; hard mask, soft hood/face mask; rubber gloves, tactical gloves; rifle w/sling; pistol w/ holster; secondary pistol w/ankle holster; at least 2 spare pistol mags, at least 6 spare rifle mags; plate & plate carrier setup; shotgun for trunk/breach; glass bottles/T-shirts/Zippo; knife/gasoline in container; and map w/plans.

13. Among other acts taken in furtherance of the attack plot, BURGAMY:
- a. crafted the blueprint and details of the attack plot, including how he planned to obliterate the Victim Pharmacy;
 - b. recruited another individual to participate in the attack, agreed to bring that individual to a shooting range for practice before the operation, and instructed that individual to get measured for a plate carrier so that BURGAMY could procure body armor for their collective use;
 - c. emphasized to WILSON that he would never surrender to law enforcement, that if anyone showed up during the firebombing, he would "blast [his] fu**king way out," and that he would shoot bullets at anyone who attempted to confront or apprehend him, including the owner of the Victim Pharmacy;

1000 of the 30mg that's 50% of my allotment right there. But, if I get all the pharmacy business, they'll bump my allotment up to 250k mg or so, which means I can order 1000 of the 30s every month and still have enough room left over for my legitimate patients."

³ Unless otherwise noted, all quoted communications are set forth as originally written, including with respect to capitalization, punctuation, and spelling, but excluding expletives.

- d. assured WILSON that if anything happened to him, he would take care of WILSON's "family and bills" and hoped WILSON would do the same if BURGAMY was killed during the attack;
- e. asked WILSON to continue mailing him prescription drugs, including opioids, that would be sold to an individual who BURGAMY stated was prepared to help conduct the attack with him;
- f. instructed WILSON to create a "getaway" map and escape routes, which WILSON sent through encrypted channels for BURGAMY's use to help him evade law enforcement detection following the attack;
- g. informed WILSON that he had stockpiled a cache of firearms and all of the necessary equipment needed to conduct the attack;
- h. assured WILSON that the attack would happen and stated, "You know I'll take care of it" and "You'll be sole pharmacy, you got my word;" and
- i. instructed WILSON to keep his life insurance policy information in a safe place in the event BURGAMY was killed during the firebomb attack.

14. WILSON and BURGAMY also agreed that BURGAMY and another individual would carry multiple firearms during the attack, and use explosives, namely Molotov cocktails enhanced with Styrofoam as a thickening agent,⁴ to burn the Victim Pharmacy down.

15. In furtherance of the conspiracy, BURGAMY sent several photographs to the individual he recruited to conduct the firebomb attack with him and stated, "Here check this out so you know for real what kind of nice opportunities for big jobs I get like the one just you and I will handle in bumf**k . . . That's why we do the sh*t perfect every single time." The photographs included: numerous sealed prescription pill bottles; stacks of cash; several firearms; what appeared to be thousands of bullets; extended magazines; two hard face masks; and a

⁴ The effects of a Molotov cocktail can be enhanced by the addition of certain materials to the flammable liquid. For example, when Styrofoam is added to gasoline in a Molotov cocktail, the Styrofoam dissolves into a flammable jelly-like substance. When the Molotov cocktail is thrown and the container breaks, this substance ignites and sticks to surfaces with an extended burning time. This could potentially result in greater injury or damage to the target.

“Profit & Loss” chart in which BURGAMY claimed he had grossed nearly \$1 million USD.

16. In the month prior to his arrest, BURGAMY wrote, “Here’s how I’m going to do it,” and recounted his attack plan to WILSON, including: the need for a rental car, spray paint for the building, two large duffle bags for the prescription medications, “2 rifles and 2 sidearms to ensure getting away and not getting caught,” “Under Armour hoods that cover head and face, also Kevlar mask that go over top of them,” and four Molotov cocktails “with gasoline and melted styrofoam with a rag and zippo lighter to ensure no issues lighting them.” BURGAMY then sent WILSON an image of two masks and an image of BURGAMY’s car trunk full of guns, including many of the firearms that were seized from BURGAMY’s residence in April 2020.

17. Among other acts taken in furtherance of the attack plot, WILSON:

- a. provided BURGAMY with detailed directions to the Victim Pharmacy’s location and described the organizational layout of the Victim Pharmacy;
- b. created a “getaway” map and provided escape routes that he sent through encrypted channels for BURGAMY’s use to help him evade law enforcement detection following the firebomb attack;
- c. discussed with BURGAMY potential police response time and the reaction time to an alarm, claimed that the local “cops are pretty lazy,” and described the pros and cons of different escape routes;
- d. told BURGAMY to steal prescription opioids from the Victim Pharmacy before firebombing it, and BURGAMY offered to share with WILSON the profits from any stolen medications;
- e. responded to BURGAMY’s question about how much product the Victim Pharmacy could have in stock by stating, “1k to 3k of the oxy 5,10,15,30. 2-4K of each of the hydros,” and that the owner of the Victim Pharmacy “does 3x the volume, so he should have 3x the pills I do”;
- f. instructed BURGAMY to make the firebombing appear as though it was committed by “a pissed off husband” who learned about a fabricated affair involving the husband’s wife and a pharmacist from the Victim Pharmacy;
- g. assured BURGAMY that, following the attack, he would send him an additional \$10,000 to \$15,000 in Bitcoin worth of drug transactions per

month given the additional business WILSON expected to gain after his rival pharmacy was destroyed;

- h. offered to pick up BURGAMY if the firebombing operation encountered any problems, and to deceive law enforcement by stating that BURGAMY had been staying with WILSON for a few days; and
- i. warned BURGAMY, "This is the last shipment he [referring to another individual who BURGAMY stated would help conduct the firebombing] will get from me as long as the other pharmacy is still standing."

18. BURGAMY assured WILSON, "I'll get the mission done for you." WILSON responded, "I'll leave operations up to you then." BURGAMY replied, "We make a great team so I'm gonna need some help." While referring to the owner of the Victim Pharmacy and offering his assistance, WILSON stated, "Just hope that f**ker doesn't try to bounce back too quickly. It should take a few months just to get the insurance sorted out, then another few months for repairs and rebuilding. He just needs to take the insurance payout and retire to a beach somewhere."

19. On March 31, 2020, WILSON and BURGAMY began speculating about the threat of a third party speaking to the government about the attack plot. BURGAMY stated, "All I know [is] the feds don't charge unless their sh*t sticks." WILSON replied, "I'm not worried. I'll work double time to get my books in order just in case he drops my info . . . And if they do come knocking, those FedEx boxes were business books and gifts for your daughter."

20. In the days leading up to his April 9, 2020 arrest, BURGAMY posted the following message on his Darknet vendor page: "Even with Corona Virus the shop is running at full speed." Prior to BURGAMY's arrest, WILSON and BURGAMY fully intended on the attack occurring after COVID-19 restrictions were lifted.

21. This Statement of Facts includes those facts necessary to support the plea agreement between WILSON and the United States. It does not include each and every fact

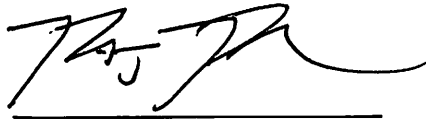
known to WILSON or to the United States, and it is not intended to be a full enumeration of all of the facts surrounding WILSON's case.

22. The acts taken by WILSON in furtherance of the offenses charged in this case, including the acts described above, were done willfully, knowingly and with specific intent to violate the law, and were not committed by mistake, accident, or other innocent reason.

Respectfully submitted,

G. Zachary Terwilliger
United States Attorney


By:

A handwritten signature in black ink, appearing to read 'Raj Parekh', written over a horizontal line.

Raj Parekh
Assistant United States Attorney

Defendant's Signature: After consulting with my attorney and pursuant to the plea agreement entered into this day between the United States and me, I hereby stipulate that the above Statement of Facts is true and accurate, and that had the matter proceeded to trial, the United States would have proved the same beyond a reasonable doubt.

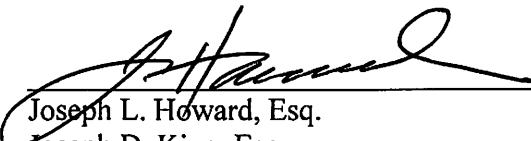
Date: 7-10-2020



HYRUM T. WILSON
Defendant

Defense Counsel Signature: I am counsel for the defendant (HYRUM T. WILSON), in this case. I have carefully reviewed the above Statement of Facts with him. To my knowledge, his decision to stipulate to these facts is an informed and voluntary one.

Date: 7/10/2020



Joseph L. Howard, Esq.
Joseph D. King, Esq.
Counsel for the Defendant