

SEALED BY ORDER
OF THE COURT

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

BY: ☐ COMPLAINT ☐ INFORMATION ☒ INDICTMENT
☐ SUPERSEDING

OFFENSE CHARGED

18 U.S.C. § 1349 - Conspiracy to Commit Wire Fraud;
18 U.S.C. § 1343 - Wire Fraud;
18 U.S.C. § 1001(a)(3) - False Writings to a Government
Agency;
18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c) - Forfeiture
Allegation☐ Petty
☐ Minor
☐ Misdemeanor
☒ Felony

PENALTY:

See Attached Sheet.

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

NORTHERN DISTRICT OF CALIFORNIA

OAKLAND DIVISION

DEFENDANT - U.S.

▶ AVI FOGEL and CHRISTOS CHRESTATOS

DISTRICT COURT NUMBER

CR 24-0538

AMO

DEFENDANT

IS NOT IN CUSTODY

Has not been arrested, pending outcome this proceeding.

1) ☒ If not detained give date any prior
summons was served on above charges ▶2) ☐ Is a Fugitive3) ☐ Is on Bail or Release from (show District)

FILED

IS IN CUSTODY

OCT 03 2024

4) ☐ On this chargeCLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA5) ☐ On another conviction☐ Federal ☐ State6) ☐ Awaiting trial on other charges

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

Has detainer ☐ Yes
been filed? ☐ NoIf "Yes"
give date
filedDATE OF
ARREST ▶

Month/Day/Year

Or... if Arresting Agency & Warrant were not

DATE TRANSFERRED
TO U.S. CUSTODY ▶

Month/Day/Year

☐ This report amends AO 257 previously submitted

PROCEEDING

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

Federal Bureau of Investigation

☐ 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 ☐ DEFENSESHOW
DOCKET NO.☐ this prosecution relates to a
pending case involving this same
defendantMAGISTRATE
CASE NO.☐ prior proceedings or appearance(s)
before U.S. Magistrate regarding this
defendant were recorded under

Name and Office of Person

Furnishing Information on this form ISMAIL J. RAMSEY

☒ U.S. Attorney ☐ Other U.S. Agency

Name of Assistant U.S.

Attorney (if assigned)

BENJAMIN K. KLEINMAN, AUSA

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:

PENALTY SHEET – FOGEL & CHRESTATOS
(Con't.)

The maximum charges are as follows:

Counts 1 through 5 apply to both Avi Fogel and Christos Chrestatos.

The maximum penalty for Counts 1 through 5 is 20 years' imprisonment, 3 years' supervised release, a \$250,000 fine, and forfeiture.

Counts 6 and 7 apply to Avi Fogel only.

The maximum penalty for Count 6 is 30 years' imprisonment, 3 years' supervised release, a \$250,000 fine, and forfeiture.

The maximum penalties for Count 7 is 5 years' imprisonment, 3 years' supervised release, a \$250,000 fine, and forfeiture.

United States District Court

FOR THE
NORTHERN DISTRICT OF CALIFORNIA

VENUE: OAKLAND

SEALED BY ORDER
OF THE COURT

UNITED STATES OF AMERICA,

V.

AVI FOGEL and
CHRISTOS CHRESTATOS,

FILED

OCT 03 2024

CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

DEFENDANT(S).

CR 24-0538

AMO

INDICTMENT

18 U.S.C. § 1349 – Conspiracy to Commit Wire Fraud;
18 U.S.C. § 1343 – Wire Fraud;
18 U.S.C. § 1001(a)(3) – False Writings to a Government Agency;

A true bill.

/s/ Foreperson of the Grand Jury

Foreman

Filed in open court this 3rd day of October 2024.

Clerk

Kandis Westmore 10/3/2024
Magistrate Judge, Kandis A. Westmore

Bail, \$ NO BAIL

ISMAIL J. RAMSEY (CABN 189820)
United States Attorney

FILED

OCT 03 2024

CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

SEALED BY ORDER
OF THE COURT

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

AMO

OAKLAND DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

v.

AVI FOGEL and CHRISTOS CHRESTATOS,

Defendants.

CASE NO.

VIOLATIONS:

18 U.S.C. § 1349 – Conspiracy to Commit Wire
Fraud;

18 U.S.C. § 1343 – Wire Fraud;

18 U.S.C. § 1001(a)(3) – False Writings to a
Government Agency;

18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c) –
Forfeiture Allegation

OAKLAND VENUE

INDICTMENT

The Grand Jury charges:

At all times relevant to this Indictment:

The Conspiracy and Scheme to Defraud

1. Beginning at a date unknown to the grand jury but no later than January 2019 and continuing through a date unknown to the grand jury, but to at least January 2023, defendants Avi FOGEL and Christos CHRESTATOS knowingly devised, intended to devise, and carried out a conspiracy and scheme and artifice to defraud as to a material matter, and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises. FOGEL resided in Albany, California, in the Northern District of California, and CHRESTATOS resided in Long Island,

INDICTMENT

1 New York.

2 As part of the conspiracy and scheme to defraud:

3 2. FOGEL and CHRESTATOS engaged in an investment fraud scheme wherein they
4 purported to be producers in the entertainment industry with close ties to “A-list” actors, directors, and
5 other celebrities. FOGEL would often meet potential victims in a variety of places, such as the dating
6 website Bumble and shared Lyft rides. For example, FOGEL met one of the victims, E.M., on Bumble
7 in August 2019. FOGEL and CHRESTATOS lied to victims about their names in an attempt to conceal
8 their identities. FOGEL went by the names Aaron Rose, Aaron Rothchild, Aaron Gilman, and Avi
9 King. CHRESTATOS went by the name Chris Silverman. At various times, both FOGEL and
10 CHRESTATOS claimed to be producers at “Universal.”

11 3. FOGEL and CHRESTATOS made direct and indirect misrepresentations to victims about
12 their ability to arrange investments and product integration deals in feature films, documentaries, and
13 television series. For purposes of this Indictment, product integration is defined as a marketing strategy
14 wherein products or services are integrated into entertainment content such as television shows or
15 movies. In reality, FOGEL and CHRESTATOS knew they had no actual connection to the productions
16 for which they solicited investments, nor were they affiliated with Universal. FOGEL and
17 CHRESTATOS often made these misrepresentations through term sheets and contracts, PowerPoint
18 presentations, and other documentation, in addition to text messages and phone calls with victims.
19 While product integration deals were the fraudulent investment vehicle most frequently used by FOGEL
20 and CHRESTATOS, they solicited other fraudulent investment opportunities to which they had no
21 actual connection, such as selling sponsorship advertisements in a “sports festival” with a well-known
22 public figure, reduced price powerplant machinery, and Superbowl events. In total, FOGEL and
23 CHRESTATOS fraudulently obtained approximately \$167,100, and none of the investor money was
24 spent on the productions.

25 4. FOGEL and CHRESTATOS used entities they created, including Suzy and the Sock
26 Dragon Media Group, LLC (“SMG”), Rhinoheart Films, LLC, and The Book Media Group, LLC, to
27 maintain the veneer of legitimacy as they enticed investors to invest in their fraudulent scheme. FOGEL
28 and CHRESTATOS not only defrauded E.M., but also engaged E.M. to secure fraudulent product

1 integration and investment deals with her friends and family on their behalf. Additionally, in an attempt
2 to distance himself from his fraudulent scheme, FOGEL directed E.M. to form a company, Lunar Lux,
3 LLC, through which victims' investments were ultimately sent to FOGEL.

4 5. In furtherance of their scheme and artifice, FOGEL and CHRESTATOS used a variety of
5 means and methods, including but not limited to the following:

6 a. E.M. met FOGEL on the dating app Bumble in August 2019, and he initially attempted
7 to conceal his identity and went by the alias Aaron Rose. FOGEL offered to help E.M. promote a book
8 she was writing about interior design and introduced her to a person that FOGEL said was his colleague
9 at Universal named Chris Silverman. Unbeknownst to E.M., Chris Silverman was actually
10 CHRESTATOS. To display a veneer of legitimacy and entice E.M. to invest, FOGEL emailed E.M. a
11 document describing a documentary he claimed to be distributing, which was titled "How to Save Your
12 Planet In 9 Easy Ways." The document contained the Universal Pictures logo and was titled "Universal
13 Pictures – Documentary Distribution." E.M. subsequently had conference calls and email conversations
14 with CHRESTATOS during which he offered to integrate her book into the aforementioned
15 documentary, which was purportedly narrated by a famous actor according to a PowerPoint presentation
16 provided by FOGEL and CHRESTATOS. In return for this arrangement, E.M. was asked to pay \$5,000
17 to the bank account associated with SMG, which was actually controlled by FOGEL and
18 CHRESTATOS. FOGEL pretended to be negotiating on E.M.'s behalf with CHRESTATOS but, in
19 reality, he was working with his co-defendant to obtain E.M.'s money under false pretenses. Contrary to
20 their assertions, neither FOGEL nor CHRESTATOS had any connection with the film, nor did they
21 intend to carry out their end of the bargain. In August 2019, E.M. ultimately paid the \$5,000 for the
22 product integration deal, but FOGEL used the money for his personal expenses.

23 b. FOGEL not only provided information to E.M., both about himself and the deals, which
24 he knew was false, but he also instructed E.M. to provide the information to potential investors who
25 were associates of E.M. Based on the information that FOGEL provided to E.M., E.M. represented to
26 potential investors that FOGEL was a well-connected Hollywood producer who could secure product
27 integration and film financing deals with quick and significant returns on their investment. E.M. also
28 represented to various friends and family that CHRESTATOS was a producer at Universal based upon

1 information provided by FOGEL and CHRESTATOS.

2 c. FOGEL provided E.M. with multiple documents, including PowerPoint presentations and
3 contracts regarding his so-called product integration deals, and instructed E.M. to in turn provide the
4 materials and/or information to her friends and family, which included the following individuals: B.R.
5 and J.R., S.D., W.M., and M.S. At times, FOGEL and CHRESTATOS set up conference calls with
6 E.M.'s acquaintances or instructed E.M. to deliver information as an intermediary. For example, E.M.,
7 at the direction of FOGEL, reached out to her friends, B.R. and J.R., who were the owners of S Resort,
8 regarding FOGEL and CHRESTATOS' product integration deal. On or about September 2019, FOGEL
9 and CHRESTATOS provided a contract to B.R. and J.R. wherein they asserted, amongst other things,
10 that S Resort "will be featured in the P&A (publicity and advertising) of the documentary and television
11 series ['How to Save Your Planet in 9 Easy Ways Sponsor'], communicating their positive contribution
12 to the environmental, climate change, and sustainability communities worldwide, where they provide
13 wellness coaching and a mindfulness lifestyle." In exchange for the promises made by FOGEL and
14 CHRESTATOS, in September 2019, B.R. and J.R. wired \$5,000 to the bank account for SMG, which
15 was wholly controlled by FOGEL and CHRESTATOS. In reality, as outlined above, neither FOGEL
16 nor CHRESTATOS had any connection with the film, nor did they intend to carry out their end of the
17 bargain. The entirety of B.R. and J.R.'s investment was spent on FOGEL's personal expenditures.

18 d. At FOGEL's direction, E.M. reached out to another acquaintance, S.D., regarding
19 FOGEL and CHRESTATOS' fraudulent investment opportunity to finance a film titled "Call Jane."
20 FOGEL instructed E.M. to explain that FOGEL was a movie producer who was involved in the
21 production of Call Jane and was seeking investors to help finance its production. FOGEL further
22 directed E.M. to tell S.D. that the investment opportunity offered a 35% rate of return. FOGEL and
23 CHRESTATOS provided E.M. with a contract to give to S.D. and instructed her what to say during a
24 meeting E.M. had with S.D. S.D. ultimately invested \$100,000 based on E.M.'s representations, which
25 were made at the direction of FOGEL and CHRESTATOS. FOGEL and CHRESTATOS, knowing full
26 well that they had no actual relationship to the film, never invested any of S.D.'s money to finance the
27 movie. Instead, FOGEL kept \$80,000 and instructed E.M. to keep \$20,000 as a finder's fee. FOGEL
28 received S.D.'s \$80,000 from E.M. on or about October 16, 2019. The following day, FOGEL wired

1 CHRESTATOS \$37,700, and kept the remainder, which he used to pay for his personal expenses, such
2 as rent and tailored suits.

3 e. At FOGEL's direction, E.M. asked her father, W.M., for \$5,000, which according to
4 FOGEL and CHRESTATOS, was to be invested in an animated film called "Hanni and the
5 Wildwoods." On or about April 9, 2020, CHRESTATOS emailed the financing agreement for the film
6 to FOGEL, who then emailed it to E.M. W.M. ultimately invested \$5,000 in the film via E.M., who then
7 wired the money to FOGEL on or about April 10, 2020. FOGEL and CHRESTATOS did not invest the
8 money in the film. Instead, FOGEL used the money to pay for his personal expenses.

9 f. FOGEL instructed E.M. to complete a product integration deal with M.S., wherein M.S.
10 paid \$7,000 to have her art integrated into a feature film called "The Book." In an effort to conceal his
11 role in the scheme, FOGEL directed E.M. to have the investment go through E.M. and the company he
12 directed her to form, Lunar Lux, LLC. On or about September 15, 2021, CHRESTATOS emailed
13 FOGEL the product integration agreement between M.S.'s company, M.B., and Lunar Lux. FOGEL
14 then sent the agreement to E.M., and E.M. then emailed the agreement to M.S. at FOGEL's direction.
15 Once M.S. made the investment to E.M., E.M. immediately wired the money to FOGEL. FOGEL did
16 not spend the money on product integration and has no apparent connection to the film.

17 g. Between in or about July and August 2022, FOGEL persuaded E.M. to invest
18 \$5,000 for a product integration deal, wherein a ball thrower for dogs that E.M. had created would be
19 featured in a television series FOGEL claimed he was producing called "The Adventures of Whiskers &
20 Paws." E.M. paid FOGEL over three separate installments, including a wire for \$1,850 on July 20,
21 2022. Neither FOGEL nor CHRESTATOS used E.M.'s money for the product integration deal.
22 Instead, FOGEL used the money for his own personal expenses. Again, FOGEL and CHRESTATOS
23 did not have involvement in any such production.

24 Economic Injury Disaster Loans and COVID-19 Related Fraud

25 6. The Economic Injury Disaster Loan Program ("EIDL") is a program that provides low-
26 interest loans to businesses suffering the effects of a disaster. In March 2020, Congress deemed the
27 COVID-19 pandemic a disaster under the EIDL program. To obtain an EIDL loan, a qualifying
28 business must submit an application to the U.S. Small Business Administration ("SBA") and provide

1 information about its operations, such as the number of employees, gross revenues for the 12-month
2 period preceding the disaster, and cost of goods sold in the 12-month period preceding the disaster. In
3 the case of EIDL loans for COVID-19 relief, the 12-month period was the year preceding January 31,
4 2020. The applicant must also certify that all the information in the application is true and correct and
5 agree in the required Loan Authorization and Agreement that the EIDL funds will be used solely as
6 working capital to alleviate economic injury caused by disaster.

7 7. Additionally, the SBA offers an EIDL advance that is designed to provide emergency
8 economic relief to businesses that are currently experiencing a temporary loss of revenue. This advance
9 is considered a grant and is not required to be reimbursed by the small business. The amount of the loan
10 offered, as well as the advance amount, are determined by the SBA based on the information provided
11 on the loan application.

12 8. Unlike certain other types of SBA-guaranteed loans, EIDL funds are issued directly from
13 the United States Treasury and applicants apply through the SBA via an online portal and application.
14 In order to apply for an EIDL, the applicant must provide various information regarding the business
15 and the business owner, including information as to the gross revenues for the business prior to January
16 31, 2020, the cost of goods sold, and information as to any criminal history of the business owner.
17 Applicants electronically certify that the information provided is accurate and are warned that any false
18 statement or misrepresentation to the SBA or any misapplication of loan proceeds may result in
19 sanctions, including criminal penalties. This warning specifically cites, in pertinent part, 18 U.S.C.
20 § 1001.

21 9. During the COVID-19 pandemic, FOGEL used Suzy & the Sock Dragon Media Group,
22 LLC, to obtain money from the EIDL through the SBA. In his application, FOGEL listed his date of
23 birth, social security number, and avi.universal.tv@gmail.com as his email contact address. In addition,
24 the application stated that FOGEL was the Manager and partial owner of Suzy & the Sock Dragon
25 Media Group, LLC, a limited liability company engaged in "Entertainment Services." The gross
26 revenues and cost of goods sold reported in the application were \$125,000.00 and \$20,000.00,
27 respectively, which were derived entirely from money FOGEL and CHRESTATOS obtained through
28 fraudulent misrepresentations to E.M. and E.M.'s friends and family. Moreover, the funds were largely

1 spent on personal expenses rather than “working capital.” FOGEL ultimately received \$52,400 obtained
2 through a fraudulent loan application to the SBA.

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

4 10. Paragraphs 1 through 5 of this Indictment are re-alleged and incorporated as if fully set
5 forth here.

6 11. Beginning no later than January 2019, and continuing through at least January 2023, in
7 the Northern District of California and elsewhere, the defendants,

8 AVI FOGEL and CHRISTOS CHRESTATOS,

9 did knowingly conspire and agree to commit wire fraud, in violation of Title 18, United States Code,
10 Section 1343.

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

12 COUNTS TWO THROUGH FIVE: (18 U.S.C. § 1343 – Wire Fraud)

13 12. Paragraphs 1 through 5 of this Indictment are re-alleged and incorporated as if fully set
14 forth here.

15 13. Beginning no later than January 2019, and continuing through at least January 2023, in
16 the Northern District of California and elsewhere, the defendants,

17 AVI FOGEL and CHRISTOS CHRESTATOS,

18 did knowingly and with the intent to defraud participate in, devise, and intend to devise a scheme and
19 artifice to defraud as to a material matter, and to obtain money and property by means of materially false
20 and fraudulent pretenses, representations, and promises.

21 The Use of the Wires

22 14. On or about the dates set forth in the separate counts below, in the Northern District of
23 California and elsewhere, for the purpose of executing the aforementioned scheme and artifice to
24 defraud and attempting to do so, the defendants,

25 AVI FOGEL and CHRISTOS CHRESTATOS,

26 did transmit and cause to be transmitted in interstate and foreign commerce, by means of a wire
27 communication, certain writings, signs, signals, pictures, and sounds, specifically:

28 //

COUNT	DATE	DESCRIPTION OF WIRE COMMUNICATION
TWO	October 16, 2019	Wire transfer of \$80,000 from E.M., which originated from S.D., to the bank account of Suzy and the Sock Dragon Media Group, LLC, numbered ending -7861 at City National Bank with locations in the Northern District of California.
THREE	April 10, 2020	Wire transfer of \$5,000 from E.M., which originated from W.M., to the bank account of Suzy and the Sock Dragon Media Group, LLC, numbered ending -7861 at City National Bank with locations in the Northern District of California.
FOUR	September 15, 2021	Wire transfer of \$3,500 from M.S. to E.M., of which \$3,485 was then transferred via Paypal to Rhinoheart Films, LLC account numbered ending -6057 at City National Bank with locations in the Northern District of California.
FIVE	July 20, 2022	Wire transfer of \$1,850 from E.M. to the bank account of The Book Media Group, LLC, numbered ending -1738 at City National Bank with locations in the Northern District of California.

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

COUNT SIX: (18 U.S.C. § 1343 – Wire Fraud)

15. Paragraphs 1 through 14 of this Indictment are re-alleged and incorporated as if fully set forth here.

16. Beginning no later than July 2020, and continuing through at least August 2020, in the Northern District of California and elsewhere, the defendant,

AVI FOGEL,

did knowingly and with the intent to defraud participate in, devise, and intend to devise a scheme and artifice to defraud as to a material matter, and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises.

The Use of the Wires

17. On or about the date set forth in the count below, in the Northern District of California and elsewhere, for the purpose of executing the aforementioned scheme and artifice to defraud and attempting to do so, the defendant,

AVI FOGEL,

1 did transmit and cause to be transmitted in interstate and foreign commerce, by means of a wire
2 communication, certain writings, signs, signals, pictures, and sounds, specifically:

COUNT	DATE	DESCRIPTION OF WIRE COMMUNICATION
SIX	August 9, 2020	Wire transfer of \$52,400.00 from the SBA to the bank account of Suzy and the Sock Dragon, LLC, numbered ending -7861 at City National Bank with locations in the Northern District of California.

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

8 COUNT SEVEN: (18 U.S.C. § 1001(a)(3) – False Writings to a Government Agency)

9 18. Paragraphs 1 through 17 of this Indictment are re-alleged and incorporated as if fully set
10 forth here.

11 19. Between on or about July 22, 2020, and on or about August 6, 2020, in the Northern
12 District of California, the defendant,

13 AVI FOGEL,

14 did willfully and knowingly make and use a false, fictitious, and fraudulent writing and document,
15 knowing the same to contain a materially false, fictitious, and fraudulent statement and entry in a matter
16 within the jurisdiction of the executive branch of the Government of the United States, by submitting an
17 application to the United States Small Business Administration under the Economic Injury Disaster
18 Loan Program to obtain a loan, in which FOGEL claimed that his company, Suzy & the Sock Dragon
19 Media Group, LLC, was engaged in “Entertainment Services” and the gross revenues and cost of goods
20 sold were respectively \$125,000 and \$20,000, well knowing and believing these funds represented
21 illegal proceeds from the commission of the above-outlined wire fraud scheme rather than legitimate
22 business income or revenues.

23 All in violation of Title 18, United States Code, Section 1001(a)(3).

24 FORFEITURE ALLEGATION: (18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c))

25 20. The allegations contained in this Indictment are re-alleged and incorporated by
26 reference for the purpose of alleging forfeiture pursuant to Title 18, United States Code, Section
27 981(a)(1)(C) and Title 28, United States Code, Section 2461(c).

28 21. Upon conviction for any of the offenses set forth in this Indictment, the defendants,

1 AVI FOGEL and CHRISTOS CHRESTATOS,
 2 shall forfeit to the United States, pursuant to Title 18, United States Code, Section 981(a)(1)(C) and
 3 Title 28, United States Code, Section 2461(c), all property, real or personal, constituting, or derived
 4 from proceeds the defendants obtained directly and indirectly, as the result of those violations, including
 5 but not limited to a forfeiture money judgment in the amount of such proceeds.

6 22. If any of the property described above, as a result of any act or omission of the
 7 defendants:

- 8 a. cannot be located upon exercise of due diligence;
- 9 b. has been transferred or sold to, or deposited with, a third party;
- 10 c. has been placed beyond the jurisdiction of the court;
- 11 d. has been substantially diminished in value; or
- 12 e. has been commingled with other property which cannot be divided without
 13 difficulty,

14 the United States of America shall be entitled to forfeiture of substitute property pursuant to Title 21,
 15 United States Code, Section 853(p), as incorporated by Title 28, United States Code, Section 2461(c).

16 All pursuant to Title 18, United States Code, Section 981(a)(1)(C), Title 28, United States
 17 Code, Section 2461(c), and Federal Rule of Criminal Procedure 32.2.

18
 19 DATED: October 3, 2024

A TRUE BILL.

20
 21 /s/ Foreperson of the Grand Jury
 22 FOREPERSON

23 ISMAIL J. RAMSEY
 24 United States Attorney

25 /s/ Benjamin K. Kleinman
 26 BENJAMIN K. KLEINMAN
 27 Assistant United States Attorney
 28

SEALED BY ORDER
OF THE COURT**FILED**

OCT 03 2024

CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIAUNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**CRIMINAL COVER SHEET**

Instructions: Effective November 1, 2016, this Criminal Cover Sheet must be completed and submitted, along with the Defendant Information Form, for each new criminal case.

CASE NAME:

CASE NUMBER

USA v. AVI FOGEL and CHRISTOS CHRESTATOS

CR

CR 24-0538

AMO

Is This Case Under Seal?

Yes ☒ No

Total Number of Defendants:

1 2-7 ☒ 8 or moreDoes 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

Is this a potential high-cost case?

Yes No ☒Is any defendant charged with
a death-penalty-eligible crime?Yes No ☒

Is this a RICO Act gang case?

Yes No ☒

Assigned AUSA

(Lead Attorney): BENJAMIN K. KLEINMAN Date Submitted: 10/03/2024

Comments:

RESET FORM

SAVE PDF