

FILED
12/17/2020 NG
THOMAS G. BRUTON
CLERK, U.S. DISTRICT COURT

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

UNITED STATES OF AMERICA

v.

IVAN SIERRA and
DONALD WILSON

No.

1:20-CR-00914

Violations: Title 18, United States
Code, Sections 371 and 2314

**JUDGE KENDALL
MAGISTRATE JUDGE WEISMAN**

COUNT ONE

The SPECIAL JANUARY 2020 GRAND JURY charges:

1. At times material to this indictment:

a. Defendant DONALD WILSON was a resident of the Northern
District of Illinois.

b. Defendant IVAN SIERRA was a resident of New Jersey.

c. Company A was a Chicago-based company, which, in the normal
course of its business, used and maintained computer servers, hard drives, and other
information technology equipment (hereafter, "Equipment") in secure locations at its
offices in Chicago, Illinois, and at a data storage center in Secaucus, New Jersey.
Company A stored sensitive data relating to its business and its customers on its
Equipment.

d. DONALD WILSON was employed in Company A's Chicago offices
as a Data Center Engineer.

e. As a Data Center Engineer at Company A, WILSON managed
Company A's Equipment stored in its Chicago offices and in secure locations in

Secaucus, New Jersey, and his duties included installing new Equipment, uninstalling old Equipment, and overseeing the process of decommissioning old Equipment. To protect the sensitive Company A and customer data stored on the Equipment, Company A required WILSON to transfer old equipment to Company B, which Company A hired to destroy its old equipment.

f Defendant IVAN SIERRA was employed by New Jersey-based companies that specialized in, among other things, providing high-speed networks to businesses. As part of his employment, SIERRA had regular access to the secure data storage center in Secaucus, New Jersey, where Company A stored much of its Equipment.

g Reseller 1 and Reseller 2 were companies in the business of buying and re-selling used and refurbished Equipment.

2. Beginning in or about June 2015, and continuing until on or about June 28, 2018, in the Northern District of Illinois, Eastern Division, and elsewhere,

IVAN SIERRA and
DONALD WILSON,

defendants herein, conspired with each other, and with others known and unknown to the Grand Jury, to transport in interstate commerce, goods, wares, and merchandise, of a value of \$5,000 or more, knowing the same to have been stolen, in violation of Title 18, United States Code, Section 2314.

3. It was part of the conspiracy that IVAN SIERRA and DONALD WILSON initially agreed to and did steal Company A Equipment from the secure

data storage location in Secaucus, New Jersey, knowing the Equipment was owned by Company A.

4. It was further part of the conspiracy that in or about June 2017, IVAN SIERRA and DONALD WILSON agreed to and did steal Equipment from Company A's offices in Chicago, Illinois and agreed to and did ship that Equipment across states lines to IVAN SIERRA in New Jersey.

5. It was further part of the conspiracy that, beginning in or about June 2017, DONALD WILSON used his mobile phone to take and send photos of Company A Equipment stored inside Company's A's offices in Chicago, and sent those photos to IVAN SIERRA.

6. It was further part of the conspiracy that, after receiving the photos, IVAN SIERRA directed DONALD WILSON to steal and send certain Company A Equipment from Company A's Chicago offices to New Jersey, where IVAN SIERRA lived.

7. It was further part of the conspiracy that IVAN SIERRA and his friend and business partner, Individual A, directed DONALD WILSON to send the stolen Equipment by FedEx, using a FedEx account controlled by defendant IVAN SIERRA.

8. It was further part of the conspiracy that IVAN SIERRA sold the stolen Equipment to, among others, Reseller 1 and Reseller 2, receiving profits totaling more than \$500,000.

9. It was further part of the conspiracy that IVAN SIERRA provided approximately \$50,000 as payment to DONALD WILSON for stealing and transporting the stolen goods from Chicago to New Jersey, including by:

a. mailing FedEx boxes containing cash from New Jersey to DONALD WILSON's residence in the Northern District of Illinois, which payments were WILSON's profits from the conspiracy;

b. meeting in person with DONALD WILSON in New Jersey to provide payment of WILSON's profits from the conspiracy; and

c. wiring funds to DONALD WILSON using an electronic payment service called "PopMoney," which payments were WILSON's profits from the conspiracy.

10. It was further part of the conspiracy that IVAN SIERRA and DONALD WILSON did misrepresent, conceal, and hide, and cause to be misrepresented, concealed, and hidden, the true acts and purposes of the acts done in furtherance of the conspiracy.

OVERT ACTS

11. To effect the object of the conspiracy, IVAN SIERRA and DONALD WILSON did commit the following overt acts, among others, in the Northern District of Illinois, Eastern Division, and elsewhere:

a. After receiving stolen Company A Equipment from DONALD WILSON, on or about June 15, 2017, IVAN SIERRA sent stolen Company A

Equipment from New Jersey to Reseller 1's offices in Chatsworth, California, in exchange for \$14,000.

b. On or about September 20, 2017, DONALD WILSON stole Company A Equipment from Company A's Chicago offices and sent it by FedEx to IVAN SIERRA in New Jersey.

c. On or about October 2, 2017, IVAN SIERRA sent stolen Company A Equipment from New Jersey to Reseller 1's offices in Chatsworth, California, in exchange for \$6,500.

d. On or about October 24, 2017, IVAN SIERRA directed approximately \$4,700 to DONALD WILSON as a payment of DONALD WILSON's profits from the conspiracy.

e. On or about October 26, 2017, IVAN SIERRA sent stolen Company A Equipment from New Jersey to Reseller 2's offices in Stafford, Texas, in exchange for \$7,087.

f. On or about January 5, 2018, IVAN SIERRA sent a FedEx box containing cash to DONALD WILSON, as a payment of DONALD WILSON's profits from the conspiracy.

g. On or about January 29, 2018, DONALD WILSON deposited in his US Bank account ending in 7964 cash totaling \$11,850, which IVAN SIERRA had paid to DONALD WILSON as a share of his profits from the conspiracy.

h. On or about February 20, 2018, DONALD WILSON stole Company A Equipment from Company A's Chicago offices and sent it by FedEx to IVAN SIERRA in New Jersey.

i. On or about March 20, 2018, DONALD WILSON deposited in his US Bank account ending in 7964 cash totaling \$3,000, which IVAN SIERRA had paid to DONALD WILSON as a share of his profits from the conspiracy.

All in violation of Title 18, United States Code, Section 371.

COUNT TWO

The SPECIAL JANUARY 2020 GRAND JURY further charges:

1. Paragraph 1 of Count One of this Indictment is incorporated here.
2. On or about June 12, 2017, at Chicago, in the Northern District of Illinois, Eastern Division, and elsewhere,

IVAN SIERRA and
DONALD WILSON,

defendants herein, transported in interstate commerce goods, wares, and merchandise, of a value of \$5,000 or more, knowing the same to have been stolen, namely, computer servers, hard drives, and other information technology equipment owned by Company A;

In violation of Title 18, United States Code, Sections 2314 and 2.

COUNT THREE

The SPECIAL JANUARY 2020 GRAND JURY further charges:

1. Paragraph 1 of Count One of this Indictment is incorporated here.
2. On or about June 15, 2017, at Chicago, in the Northern District of Illinois, Eastern Division, and elsewhere,

IVAN SIERRA and
DONALD WILSON,

defendants herein, transported in interstate commerce goods, wares, and merchandise, of a value of \$5,000 or more, knowing the same to have been stolen, namely, computer servers, hard drives, and other information technology equipment owned by Company A;

In violation of Title 18, United States Code, Sections 2314 and 2.

FORFEITURE ALLEGATION

The SPECIAL JANUARY 2020 GRAND JURY further alleges:

1. The allegations contained in this indictment are incorporated here for the purpose of alleging forfeiture pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c).

2. As a result of the violations of Title 18, United States Code, Sections 371 and 2314, as alleged in Counts One through Three of this indictment,

IVAN SIERRA and
DONALD WILSON,

defendant herein, shall forfeit to the United States, pursuant to Title 18, United States Code, Section 981(a)(1)(C), and Title 28, United States Code, Section 2461(c), all property constituting, and derived from, and traceable to, proceeds obtained, directly or indirectly, as a result of defendant's violations of Title 18, United States Code, Sections 371 and 2314, including approximately at least \$505,203.

3. If any of the forfeitable property described above, as a result of any act or omission by the defendants:

- a. Cannot be located upon the exercise of due diligence;
- b. Has been transferred or sold to, or deposited with, a third party;
- 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;

the United States of America shall be entitled to forfeiture of substitute property under the provisions of Title 21, United States Code, Section 853(p), as incorporated by Title 18, United States Code, Section 982(b)(1).

All pursuant to Title 18, United States Code, Section 981(a)(1)(C), and Title 28, United States Code, Section 2461(c).

A TRUE BILL:

UNITED STATES ATTORNEY