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Southern District of New York
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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

22 MAG 6446

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:
UNITED STATES OF AMERICA,
:
Plaintiff,
:
- v -
:
AN AIRBUS A319-100 AIRCRAFT,
BEARING TAIL NUMBER P4-MGU AND
MANUFACTURER SERIAL NUMBER 5445,
:
Defendant-in-rem.
:
----- X

**AFFIDAVIT IN SUPPORT OF
SEIZURE WARRANT IN REM
PURSUANT TO 18 U.S.C. § 981**

STATE OF NEW YORK)
COUNTY OF NEW YORK :ss.:
SOUTHERN DISTRICT OF NEW YORK)

GINA MAKOWSKI, U.S. Department of Commerce, Bureau of Industry and
Security, being duly sworn, deposes and states:

I. Introduction

1. I am a Special Agent with the U.S. Department of Commerce, Bureau of Industry and Security (“BIS”). As such, I am a “federal law enforcement officer” within the meaning of Federal Rule of Criminal Procedure 41(a)(2)(C), that is, a government agent engaged in enforcing the criminal laws and duly authorized by the Attorney General to request a search

warrant. I have been a Special Agent at the BIS for approximately 11 years. I am currently assigned to the BIS's Office of Export Enforcement in New York, where I investigate, among other things, export control violations.

2. I submit this affidavit in support of the United States of America's application for the issuance of a seizure warrant for an Airbus A319-100 aircraft, bearing tail number P4-MGU and manufacturer serial number 5445 (the "Airbus"), which is now in Kazakhstan.

3. A photograph of the Airbus is below:



4. As set forth below, there is probable cause to believe that the Airbus is subject to seizure and forfeiture, pursuant to 18 U.S.C. § 981(a)(1)(A), as property, real or personal, involved in a transaction or attempted transaction in violation of 18 U.S.C. § 1956, or property traceable to such violation, because U.S. dollar payments involving the Airbus were

transferred to, from, or through the United States with the intent to promote the carrying on of violations of the International Emergency Economic Powers Act (“IEEPA”), 50 U.S.C. § 1701 *et seq.*

5. The statements contained in this affidavit are based in part on my examination of reports and records, including from companies and financial institutions involved in the sale, operation, and registration of the Airbus, airline databases, and publicly available information (collectively, the “Records”), and information obtained from other law enforcement agents. This affidavit does not set forth every fact resulting from the investigation; rather, it sets forth facts sufficient to establish probable cause for the seizure and forfeiture of the Airbus. Unless specifically indicated otherwise, all conversations and statements described in this affidavit are related only in substance and in part and are not intended to be verbatim recitations. When a date is listed, I mean that the event occurred “on or about” that date. When a time period is listed, I mean that the event occurred “in or around” that time period.

II. The Russia/Crimea Sanctions Regime

6. Enacted in 1977, IEEPA gives the President of the United States certain powers, defined in 50 U.S.C. § 1702, to deal with any threats with respect to which the President has declared a national emergency and prescribes criminal penalties for violations. Section 1705 provides, in part, that “[i]t shall be unlawful for a person to violate, attempt to violate, conspire to violate, or cause a violation of any license, order, regulation, or prohibition issued under this chapter.” 50 U.S.C. § 1705(a).

7. On or about March 6, 2014, pursuant to his authority under IEEPA and the National Emergencies Act (“NEA”), 50 U.S.C. § 1601 *et seq.*, the President issued Executive Order (“E.O.”) 13660, declaring a national emergency to deal with the threat posed by the actions

and policies of certain persons who had undermined democratic processes and institutions in Ukraine; threatened the peace, security, stability, sovereignty, and territorial integrity of Ukraine; and contributed to the misappropriation of Ukraine's assets.

8. In further response to the actions and policies of the Government of the Russian Federation ("Russia"), including the purported annexation of the Crimea region of Ukraine, the President issued three subsequent Executive Orders that expanded the scope of the national emergency declared in E.O. 13660, pursuant to his authority under IEEPA and the NEA. First, on or about March 16, 2014, the President issued E.O. 13661 to expand the scope of the national emergency declared in E.O. 13660. Second, on or about March 20, 2014, the President issued E.O. 13662 to further expand the scope of the national emergency declared in E.O. 13660 and expanded in E.O. 13661. Third, on or about December 19, 2014, the President issued E.O. 13685 to take additional steps to address the Russian occupation of the Crimea region of Ukraine. E.O. 13685 prohibits, among other things, the exportation or importation of any goods, services, or technology to or from the Crimea region of Ukraine and prohibits new investment in the Crimea region of Ukraine by a U.S. person, wherever located.

9. Together, these Executive Orders (collectively, "the Russia/Crimea Sanctions") authorize, among other things, the imposition of sanctions against persons responsible for or complicit in certain activities with respect to Ukraine; against officials of the Government of Russia; against persons operating in the arms or related materiel sector of Russia; and against individuals and entities operating in the Crimea region of Ukraine.

10. On or about May 8, 2014, the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") issued a set of regulations to implement the Russia/Crimea

Sanctions (79 Fed. Reg. 26365, May 8, 2014). *See* 31 C.F.R. part 589, Ukraine-Related Sanctions Regulations.

11. The Russia/Crimea Sanctions also block the property and interests in property of individuals and entities listed in the Annex to E.O. 13661 or of those determined by the U.S. Secretary of the Treasury, after consultation with the U.S. Secretary of State, to meet the criteria in E.O. 13660, E.O. 13661, E.O. 13662, or E.O. 13685.

12. Blocking sanctions against individuals and entities designated pursuant to the Russia/Crimea Sanctions result in the individuals and entities being listed on the Treasury Department's List of Specially Designated Nationals and Blocked Persons ("SDN List"). Unless otherwise authorized or exempt, transactions conducted by U.S. persons (including U.S. financial institutions) or occurring in the United States are prohibited if they involve transferring, paying, exporting, withdrawing, or otherwise dealing in the "property" or "interests in property" of an entity or individual listed on the SDN List because of the Russia/Crimea Sanctions. The property and interests in property of an entity that is 50 percent or more owned, whether individually or in the aggregate, directly or indirectly, by one or more persons whose property and interests in property are blocked pursuant to any part of 31 C.F.R. chapter V are also blocked, regardless of whether the entity itself is listed.

13. As defined, "an interest in property" means "an interest of any nature whatsoever, direct or indirect." 31 C.F.R. § 589.321. As defined, "property" and "property interest" include, but are not limited to, "money, checks, drafts, bullion, bank deposits, . . . negotiable instruments, . . . accounts payable, . . . services of any nature whatsoever, contracts of any nature whatsoever, and any other property, real, personal, or mixed, tangible or intangible, or interest or interests therein, present, future, or contingent." 31 C.F.R. § 589.331.

14. In addition to blocking the property and interests in property of persons and entities on the SDN List, the Russia/Crimea Sanctions further prohibit “the making of any contribution or provision of funds, goods, or services by, to, or for the benefit of” any person or entity on the SDN List. *E.g.*, E.O. 13661, at § 4(a).

15. An individual or entity may obtain a license from OFAC to transact with an individual or entity on the SDN List. Transacting with an SDN without first obtaining a license from OFAC is a violation of IEEPA, 50 U.S.C. § 1705(a).

III. Correspondent Banking

16. Foreign financial institutions maintain U.S. dollar bank accounts (“correspondent accounts”) at banks in the United States (“correspondent banks”). Correspondent accounts are broadly defined to include any account established for a foreign financial institution to receive deposits from, or to make payments or disbursements on behalf of, the foreign financial institution, or to handle other financial transactions, such as currency conversions, related to such foreign financial institution. *See* 31 C.F.R. § 1010.605. Correspondent banks serve to support international wire transfers for foreign customers in a currency that the foreign customer’s overseas financial institution normally does not hold on reserve, such as U.S. dollars, and to conduct currency conversions to and from U.S. dollars. It is through these correspondent accounts that the funds used in U.S. dollar transactions clear and/or are converted into other currencies.

17. According to the Department of the Treasury, the global financial system relies on correspondent banking relationships. Nearly all U.S. dollar wire transactions conducted by foreign financial institutions are processed through correspondent bank accounts held in the United States. Foreign financial institutions include not only banks, but also dealers of foreign exchange and money transmitters. *See* 31 C.F.R. § 1010.605(f).

IV. Probable Cause for Seizure and Forfeiture

18. As set forth below, there is probable cause to believe that the Airbus is subject to seizure and forfeiture, pursuant to 18 U.S.C. § 981(a)(1)(A), as property, real or personal, involved in a transaction or attempted transaction in violation of 18 U.S.C. § 1956, or property traceable to such property, because U.S. dollar payments involving the Airbus were transferred to, from, or through the United States with the intent to promote the carrying on of violations of IEEPA.

A. Andrei Skoch

19. Based on my review of the Records, including publicly available information, I have learned the following, in substance and in part:

a. Since in or about 1999, Andrei Skoch has been a member of Russia's State Duma and is currently a Deputy of the Duma.

b. On or about April 6, 2018, OFAC designated Andrei Skoch and six Russian oligarchs as SDNs under the Russia/Crimea Sanctions. According to OFAC, Skoch was designated as an SDN "for being an official of the Government of the Russian Federation," "a deputy of the Russian Federation's State Duma," and because of his "longstanding ties to Russian organized criminal groups, including time spent leading one such enterprise." These designations were pursuant to E.O. 13661, E.O. 13662, as well as E.O. 13582 (issued on or about August 18, 2011).

c. After Russia invaded Ukraine in 2022, OFAC issued further sanctions against Skoch and his assets on two more occasions:

i. On or about March 24, 2022, OFAC designated 328 members of the Duma, including Skoch, for "support[ing] the Kremlin's efforts to violate

Ukraine’s sovereignty and territorial integrity,” pursuant to E.O. 14024 (issued on or about April 19, 2021).

ii. On or about June 2, 2022, OFAC identified (a) the Airbus, as well as (b) the Madame Gu, a 324-foot, Cayman Islands-flagged yacht, and (c) helicopter 3A-MGU housed on the yacht, as blocked property in which Skoch had an interest. These actions were taken pursuant to E.O. 14024, E.O. 13685, and E.O. 13661.

B. The Airbus

1. Skoch’s Ownership of the Airbus

20. As set forth below, based on my review of the Records, including documents provided by representatives of Andrei Skoch’s romantic partner (the “Partner”) to Aruban authorities, documents from the sale, operation, and registration of the Airbus, flight records, publicly reported interviews of Skoch, and information obtained from my conversations with other law enforcement agents, there is probable cause to believe that Andrei Skoch is the ultimate beneficial owner of the Airbus through a series of shell companies tied to the Partner.

21. Andrei Skoch transferred his wealth to his father (the “Father”), who, in turn, made transfers to the Partner as follows:

a. Skoch owned a significant stake in USM Holdings Limited (“USM”), a Russian holding company with interests in metals and mining, telecoms, technology and the internet, including Metalloinvest Management Company LLC and MegaFon.

b. By at least November 2012, Andrei Skoch transferred his interest in USM to the Father.

c. The Father, in turn, transferred certain of these assets to the Partner.

The Partner used these assets to fund two trusts, the Golden Bay Trust and the Golden Island Trust (discussed below).

22. The Partner purchased the Airbus through a series of shell companies and trusts, funded by the assets traceable to Andrei Skoch:

a. In or about 2013, Lacerta Aviation A.V.V. (“Lacerta”), an Aruban corporation, purchased the Airbus. The Airbus was valued at approximately \$90 million before it was customized.

b. Lacerta was wholly owned by the Golden Bay Trust, a trust established under the laws of Jersey, Channel Islands (“Jersey”), whose economic settlor and beneficiary was the Partner.

c. In approximately 2017, ownership of the Airbus was transferred: (i) from Lacerta to Raspelor Enterprise Limited (“Raspelor”), a Cyprus company; (ii) then from Raspelor to Velborg Finance Limited (“Velborg”), a Cyprus company; and (iii) then from Velborg to Coberg Holdings Limited (“Coberg”), a Belize company.

d. Thereafter, also in approximately 2017, ownership of Coberg was transferred from the Golden Bay Trust to the Golden Island Trust, a trust established under the laws of Jersey, whose economic settlor and beneficiary was also the Partner.

e. As recently as in or about April 2022, according to records provided by representatives of the Partner to Aruban authorities, this ownership structure for the Airbus remained in place.

23. The ownership structure of Andrei Skoch’s yacht, the Madame Gu, and helicopter (which, as discussed above, were blocked by OFAC along with the Airbus on or about

June 2, 2022), and Skoch's villa at the Four Seasons Hotel in the Seychelles also corroborate that he owns the Airbus. Based on my review of documents related to the Madame Gu, I have learned that it is owned by a shell company, which in turn is owned by the Golden Island Trust. Similarly, according to open-source reporting, the helicopter and villa are each owned on paper by shell companies and/or trusts tied to the Partner, but are, in fact, beneficially owned by Andrei Skoch.

24. The naming conventions of Andrei Skoch's yacht and helicopter also corroborate that he owns the Airbus. All three assets contain the letters "M," "G," and "U": the Airbus's tail number is P4-MGU; the helicopter's tail number is 3A-MGU; and the yacht's name is the Madame Gu.

25. Flight records for the Airbus reflect that Andrei Skoch frequently flew on the Airbus immediately prior to being designated on the SDN List. Andrei Skoch flew on the Airbus at least approximately 53 times, between on or about January 1, 2017 and on or about April 3, 2018 — approximately three days before his SDN designation. Following Skoch's designation, Skoch's name no longer appears on flight records for the Airbus, which suggests an attempt to conceal Skoch's connection to and ownership of the Airbus.

26. Similarly, invoices sent by the private, air charter company based in Europe that operated and managed the Airbus (the "Operator") to Coberg and Velborg in 2017 reflect "[o]perating aviation services for Mr. A. Skoch." Following Skoch's designation, Skoch's name no longer appears on invoices for the Airbus, which again suggests an attempt to conceal Skoch's connection to and ownership of the Airbus.

27. Accordingly, I believe that Andrei Skoch is the ultimate beneficial owner of the Airbus, as follows:



2. Unlicensed U.S. Dollar Payments for the Airbus

28. As set forth below, based on my review of the Records, including documents from the operation, registration, and insurance of the Airbus and bank records, and information obtained from my conversations with other law enforcement agents, there is probable cause to believe that (a) U.S. dollar payments involving the Airbus were sent through U.S. financial institutions for the benefit of Andrei Skoch, after he was designated by the Treasury Department in 2018, without a license from OFAC, and (b) such funds were transferred to, from, or through the United States with the intent to promote the carrying on of violations of IEEPA. Specifically, U.S. dollar transactions were made to pay for the registration of the Airbus in Aruba and for insurance premiums for the Airbus, each of which was a necessary expense to maintain and operate the Airbus.

29. *First*, approximately \$113,180 in U.S. dollar payments were made for the registration of the Airbus in Aruba, as follows:

a. The Airbus was registered in Aruba with the Department of Civil Aviation of Aruba (“DCA”).

b. The Registry of Aruba handles aircraft registration and other filings for the DCA, and has an office in Miami, Florida.

c. Beginning in or about 2013, Lacerta (and the successor shell companies that owned the Airbus, namely, Raspelor, Velborg, and Coberg) engaged the Operator to operate and manage the Airbus, including to obtain the applicable aircraft registration with the DCA.

d. Following Andrei Skoch’s April 6, 2018 designation on the SDN List, the Operator paid the Airbus’ annual DCA registration fees and other expenses, including maintenance fees, consistent with its operation and management. These U.S. dollar payments were made to the Registry of Aruba’s bank account in Chicago, Illinois as follows:

i. On or about March 13, 2019, the Operator wired approximately \$37,755 to the Registry of Aruba.

ii. On or about February 19, 2020, the Operator wired approximately \$37,475 to the Registry of Aruba.

iii. On or about April 21, 2021, the Operator wired approximately \$37,950 to the Registry of Aruba.

30. *Second*, approximately \$284,459 in U.S. dollar payments were made for aviation insurance premiums for the Airbus, as follows:

a. To be registered with the DCA, the owner or operator of an aircraft must provide proof of insurance. *See* Registry of Aruba, Guidelines: Private Aircraft Registration, Inspection and Certification ¶ 16 (specifying “executed version of certificate of insurance” as one

of the requirements for “Private Aircraft Registration, Inspection and Certification under the Department of Civil Aviation of Aruba (DCA)”); Aruba Ministerial Decree, Item C, § 3a (requiring proof of insurance of the aircraft, which meets the terms and requirements as determined by the Director as to the extent and value of the insurance).

b. Between at least in or about 2018 and in or about 2022, a global insurance carrier (the “Insurer”) provided aviation insurance for the Airbus, which included, among other things, property and liability coverage.

c. On or about August 5, 2018, the Insurer sent the Operator an invoice for the annual insurance premium for the Airbus in the amount of approximately \$59,991, requesting payment in U.S. dollars to the Insurer’s U.S. dollar account at a Swiss bank (“Bank-1”). On or about August 10, 2018, the Operator paid the invoice by wiring approximately \$432,549 (which included payment for insurance policies issued to other aircraft operated by the Operator) from its Isle of Man account at a British bank (“Bank-2”) to the Insurer’s Bank-1 account in Switzerland. Because the payment was in U.S. dollars, the wire cleared through U.S. correspondent banks in New York, New York, specifically, a U.S. bank headquartered in New York, New York (“Bank-3”) and a New York, New York branch of Bank-2.

d. On or about May 7, 2019, the Insurer sent the Operator an invoice for the annual insurance premium for the Airbus in the amount of approximately \$59,991, requesting payment in U.S. dollars to its U.S. dollar account at Bank-1 in Switzerland. On or about June 19, 2019, the Operator paid the invoice by wiring approximately \$279,108 (which included payment for insurance policies issued to other aircraft operated by the Operator) from its Bank-2 account in the Isle of Man to the Insurer’s Bank-1 account in Switzerland. Because the payment

was in U.S. dollars, the wire cleared through U.S. correspondent banks in New York, New York, specifically, Bank-3 and a New York, New York branch of Bank-2.

e. On or about June 4, 2020, the Insurer sent the Operator an invoice for the annual insurance premium for the Airbus in the amount of approximately \$65,413, requesting payment in U.S. dollars to its U.S. dollar London account at a bank headquartered in New York, New York (“Bank-4”). On or about July 24, 2020, the Operator paid the invoice by wiring approximately \$322,934 (which included payment for insurance policies issued to other aircraft operated by the Operator) from its Bank-1 account in the Isle of Man to the Insurer’s Bank-4 account in London. Because the payment was in U.S. dollars, the wire cleared through U.S. correspondent banks in New York, New York, specifically, a U.S. branch of Bank-2 and Bank-4, which is headquartered in New York, New York.

f. On or about June 5, 2021, the Insurer sent the Operator an invoice for the annual insurance premium for the Airbus in the amount of approximately \$99,064, requesting payment in U.S. dollars to its U.S. dollar London account at Bank-4. On or about July 21, 2021, the Operator paid the invoice by wiring approximately \$790,431 (which included payment for insurance policies issued to other aircraft operated by the Operator) from its Bank-2 account in the Isle of Man to the Insurer’s Bank-4 account in London. Because the payment was in U.S. dollars, the wire cleared through U.S. correspondent banks in New York, New York, specifically, a New York, New York branch of Bank-2 and Bank-3, which is headquartered in New York, New York.

g. After OFAC blocked the Airbus on or about June 2, 2022, the Insurer cancelled the insurance for the Airbus.

31. According to OFAC, Andrei Skoch and those acting on his behalf failed to obtain licenses for the above-described U.S. dollar transactions.

V. Seizure Warrant Authority

32. Pursuant to 18 U.S.C. § 981(a)(1)(A), any property, real or personal, involved in a transaction or attempted transaction, in violation of 18 U.S.C. § 1956, or any property traceable to such property, is subject to civil forfeiture.

33. Property “involved in” a money laundering offense includes any property used to facilitate the offense and the assets of businesses or shell companies which are, as entities, involved in the laundering offenses. *See United States v. All Assets of G.P.S. Auto. Corp.*, 66 F.3d 483, 486 (2d Cir. 1995) (affirming forfeiture of all assets of corporation that “served as a conduit for the proceeds of the illegal transactions”); *United States v. Schlesinger*, 261 F. App’x 355, 361 (2d Cir. 2008) (summary order) (same); *In re 650 Fifth Ave.*, 777 F. Supp. 2d 529, 567 (S.D.N.Y. 2011) (“The ability to forfeit a business entity which is used to facilitate the offense of money laundering is well established.” (internal quotation marks omitted)).

34. Section 981(b)(1) of Title 18 provides that any property subject to forfeiture to the United States under 18 U.S.C. § 981(a) may be seized by the Attorney General. Section 981(b)(2) provides that such a seizure may be made “pursuant to a warrant obtained in the same manner as provided for a search warrant under the Federal Rules of Criminal Procedure.”

35. In addition, 18 U.S.C. § 981(b)(3) provides that, notwithstanding the provisions of Federal Rule of Criminal Procedure 41(a), a seizure warrant may be issued pursuant to Section 981(b) by a judicial officer in any district in which a forfeiture action against the property may be filed under 28 U.S.C. § 1355(b). Under 28 U.S.C. § 1355(b)(1)(B), “a forfeiture action or proceeding may be brought in . . . any other district where venue for the forfeiture action

or proceeding is specifically provided for in section 1395 of this title or any other statute.” Because the Airbus will be brought to the Southern District of New York, a forfeiture action may be brought in this District, pursuant to 28 U.S.C. § 1395(c).

36. Under 18 U.S.C. § 981(b)(3), a seizure warrant “may be executed in any district in which the property is found, or transmitted to the central authority of any foreign state for service in accordance with any treaty or other international agreement.” As noted above, the Airbus is in Kazakhstan, where it has been since on or about March 6, 2022.

VI. Conclusion

37. Based on the forgoing, I submit that there is probable cause to believe that the Airbus is subject to seizure and forfeiture, pursuant to 18 U.S.C. § 981(a)(1)(A), as property real or personal, involved in a transaction or attempted transaction in violation of 18 U.S.C. § 1956, or property traceable to such violation.

38. Accordingly, pursuant to 18 U.S.C. § 981(b), I respectfully request that the Court issue a seizure warrant authorizing the seizure of the Airbus.

S/ by the Court with permission

GINA MAKOWSKI
Special Agent
U.S. Department of Commerce,
Bureau of Industry and Security

Sworn to me by reliable electronic means
on this 8th day of August, 2022.



THE HON. ROBERT W. LEHRBURGER
United States Magistrate Judge
Southern District of New York

DAMIAN WILLIAMS
United States Attorney for the
Southern District of New York
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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

22 MAG 6446

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UNITED STATES OF AMERICA,
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Plaintiff,
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- v -
:
AN AIRBUS A319-100 AIRCRAFT,
BEARING TAIL NUMBER P4-MGU AND
MANUFACTURER SERIAL NUMBER 5445,
:
Defendant-in-rem.
:
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WARRANT OF SEIZURE PURSUANT TO 18 U.S.C. § 981

TO: ANY DESIGNATED OFFICER OF THE U.S. DEPARTMENT OF
COMMERCE, BUREAU OF INDUSTRY AND SECURITY, AND/OR
ANY LAW ENFORCEMENT OFFICER AUTHORIZED BY LAW

An Affidavit having been made before me by Gina Makowski, a Special Agent with the U.S. Department of Commerce, Bureau of Industry and Security, that she has reason to believe that the above-captioned property is subject to seizure and forfeiture, pursuant to 18 U.S.C. § 981, and as I am satisfied that there is probable cause to believe that the property so described is subject to seizure and civil forfeiture, pursuant to 18 U.S.C. § 981;

YOU ARE HEREBY COMMANDED AND AUTHORIZED, within fourteen (14) days of the date of issuance of this warrant of seizure for the property described below, to transmit this warrant of seizure for the property described below to the U.S. Department of Justice's Office of International Affairs for transmission to the central authority of any foreign state for service in accordance with any treaty or other international agreement, or to seize the property described below by serving a copy of this warrant of seizure upon any person presently in possession of the property:

AN AIRBUS A319-100 AIRCRAFT, BEARING TAIL NUMBER P4-MGU AND MANUFACTURER SERIAL NUMBER 5445;

YOU ARE FURTHER COMMANDED AND AUTHORIZED to prepare a written inventory of the property seized and promptly return this warrant and inventory before this Court as required by law.

SO ORDERED.

Dated: New York, New York
August 8, 2022



THE HON. ROBERT W. LEHRBURGER
UNITED STATES MAGISTRATE JUDGE
SOUTHERN DISTRICT OF NEW YORK