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CLERK, U.S. DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA
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8 IN THE UNITED STATES DISTRICT COURT
9 EASTERN DISTRICT OF CALIFORNIA
10

11 UNITED STATES OF AMERICA,) CASE NO. 2:11-CR-00537-LKK
12)
Plaintiff,) VIOLATIONS: 18 U.S.C. § 1341 -
13 v.) Mail Fraud (3 Counts); 18 U.S.C.
14 TROY STRATOS,) § 1343 - Wire Fraud (12 Counts);
15) 18 U.S.C. § 1957 - Money
aka Troy David Stafford,) Laundering (4 Counts); 18 U.S.C.
16) § 1503 - Obstruction of Justice;
Defendant.) 18 U.S.C. § 981(a)(1)(C), 28
17) U.S.C. § 2461(c), and 18 U.S.C.
18) § 982(a)(1) - Criminal Forfeiture
19)
20)
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19 S U P E R S E D I N G I N D I C T M E N T

20 COUNTS ONE THROUGH THREE: [18 U.S.C. § 1341 - Mail Fraud]

21 The Grand Jury charges:

22 TROY STRATOS,
23 aka Troy David Stafford,

23 defendant herein, as follows:

24 I. INTRODUCTION

25 1. From in or around October 2006 through approximately
26 February 2007, defendant TROY STRATOS was an individual who did
27 business in Granite Bay, in the State and Eastern District of
28 California. Defendant resided for portions of the year in Granite

1 Bay, California, and for portions of the year in Florida.

2 2. From in or around 2006, through at least 2007, defendant
3 STRATOS operated Next Level Media, which had its place of business in
4 Granite Bay, California.

5 3. From in or around 2006, through at least 2007, defendant
6 STRATOS maintained a bank account in the name of Troy Stratos
7 Enterprises at Bank of America as well as a personal bank account at
8 Bank of America.

9 4. At all times relevant to this indictment, N.M. was the ex-
10 wife of E.M. N.M. and E.M. filed for divorce in approximately August
11 2005. N.M. resided in the State of California and had property
12 located in the Eastern District of California.

13 II. SCHEME TO DEFRAUD

14 5. Beginning on a date unknown to the Grand Jury, but not
15 later than in approximately August 2005, and continuing up to at
16 least September 2007, in the State and Eastern District of California
17 and elsewhere, defendant STRATOS did devise and intend to devise a
18 material scheme and artifice to defraud N.M., and to obtain money
19 from her by means of materially false and fraudulent pretenses,
20 representations, and promises. As a result of the scheme, defendant
21 STRATOS misappropriated at least \$7,000,000 in funds from N.M.

22 III. WAYS AND MEANS

23 6. As part of the scheme to defraud, defendant utilized the
24 following ways and means, among others:

25 7. Defendant STRATOS claimed to be involved in the
26 entertainment industry as a movie/video director and producer, and as
27 a developer and promoter of entertainment talent, all under the names
28 of various entities. Defendant STRATOS represented to N.M., in

1 general, that he was wealthy and successful, and that, among other
2 things, he had made a substantial amount of money from oil
3 investments.

4 8. Defendant STRATOS promised N.M. that he would help manage
5 N.M.'s portion of the proceeds of her recent divorce, including real
6 property in her name and cash assets. Defendant STRATOS represented
7 to N.M. that she needed to create a trust allowing defendant STRATOS
8 to have access and control over N.M.'s assets and that the trust
9 would help defendant to manage and protect N.M.'s assets. At
10 defendant STRATOS's request and direction, the Granite TN Revocable
11 Trust ("Granite TN Trust") was executed in Fair Oaks, California, by
12 defendant STRATOS and N.M. Defendant STRATOS also caused a bank
13 account to be opened in the name of the Granite TN Revocable Trust in
14 Fort Lauderdale, Florida.

15 9. Defendant STRATOS falsely represented to N.M. that he would
16 invest her divorce proceeds overseas, including in Dubai in the
17 United Arab Emirates, where the proceeds would earn a high rate of
18 return.

19 10. Defendant STRATOS falsely represented to N.M. that he would
20 pay for her expenses from his own money because her money was
21 purportedly invested overseas.

22 11. At defendant STRATOS'S request and instruction, N.M.
23 transferred cash in excess of \$8,000,000 into the Granite TN Trust.
24 N.M. placed the assets in the Granite TN Trust so that defendant
25 STRATOS would manage the assets, including investment of the same as
26 defendant STRATOS had promised.

27 12. After the assets were transferred into the Granite TN
28 Trust, defendant STRATOS falsely represented to N.M. that he had

1 invested her money overseas, including in the Middle East. Defendant
2 STRATOS further represented to N.M. and others that N.M.'s assets
3 were held in an account in Switzerland.

4 13. In truth and in fact, defendant STRATOS did not invest any
5 of N.M.'s money overseas. Instead, defendant STRATOS caused money to
6 be transferred by wire from the Granite TN Trust account to his own
7 personal accounts, including the Troy Stratos Enterprises Account and
8 his personal bank account, and used substantial portions of N.M.'s
9 money for defendant STRATOS's own personal expenditures.

10 14. In truth and in fact, defendant STRATOS did not pay for
11 N.M.'s expenses with his own money, but rather used N.M.'s own money
12 to pay her expenses by withdrawing or transferring money from the
13 Granite TN Trust account.

14 15. Defendant STRATOS represented to N.M. that he would
15 facilitate the sale of N.M.'s Granite Bay home. Defendant STRATOS
16 represented at various times to N.M. that he had friends in the
17 Middle East who were members of Middle Eastern royal families, and
18 that they would purchase her house located in Granite Bay. Defendant
19 STRATOS falsely represented to N.M. that he was arranging to sell her
20 Granite Bay house to these Middle Eastern individuals.

21 16. In truth and in fact, defendant STRATOS had not made
22 arrangements for any members of Middle Eastern royalty to purchase
23 N.M.'s Granite Bay house. While purportedly attempting to sell
24 N.M.'s home, defendant STRATOS resided for portions of 2006 and 2007
25 at the house without paying rent. While staying at N.M.'s house,
26 defendant STRATOS also used portions of money misappropriated from
27 N.M. to pay for his personal expenses as well as maintenance on the
28 property.

1 17. Defendant STRATOS represented to N.M. that home purchasers
2 would expect to see luxury automobiles at the house when visiting the
3 home during the marketing process and that purchasers would want to
4 purchase the vehicles along with the house as part of a package deal.
5 Based on these claims, defendant STRATOS caused several luxury
6 automobiles to be leased in the name of N.M. for use at the Granite
7 Bay house. Thereafter, defendant STRATOS made personal use of the
8 leased vehicles.

9 18. In October 2006, defendant STRATOS moved his staff for his
10 Next Level Media company into N.M.'s Granite Bay house. Defendant
11 STRATOS then paid his staff with money that he misappropriated from
12 N.M.

13 19. Defendant STRATOS falsely represented to N.M. that, because
14 her money was invested overseas, it was necessary to refinance N.M.'s
15 houses (including N.M.'s houses in Granite Bay, and her mother's
16 house located in Sacramento, California, held in N.M.'s name), to
17 obtain equity to pay for N.M.'s expenses. Acting upon the advice and
18 instruction of defendant STRATOS, N.M. refinanced her houses. Money
19 from refinancing N.M.'s Granite Bay houses in December 2006 was
20 transferred by wire from U.S. Bank to N.M.'s Bank of America account
21 in Florida. Thereafter, at defendant STRATOS's request and
22 instruction, some of this money was transferred into the Granite TN
23 Trust account.

24 20. In truth and in fact, defendant STRATOS had not invested
25 N.M.'s money overseas, and refinancing of N.M.'s houses was to pay
26 defendant STRATOS's expenses. Moreover, after money from refinancing
27 N.M.'s houses was transferred into the Granite TN Trust account,
28 defendant STRATOS caused portions of this money to be transferred to

1 his own personal accounts or to be withdrawn for his own personal
2 use.

3 IV. THE MAILINGS

4 21. On or about the dates set forth below, in the State and
5 Eastern District of California and elsewhere, for the purpose of
6 executing and attempting to execute the aforementioned scheme and
7 artifice to defraud, defendant STRATOS did knowingly cause to be sent
8 or delivered by the Postal Service, or delivered by common carrier,
9 to the locations set forth below, the documents and items specified
10 below:

Count	Date	From	To	Content
1	1/3/07	Granite Bay, CA	Dublin, CA	\$1,214.36 check to Rolls-Royce Motor Cars for lease of vehicle
2	1/9/07	Granite Bay, CA	Phoenix, AZ	\$2,220.20 check to BMW Financial Service for lease of vehicle
3	1/16/07	Granite Bay, CA	Dublin, CA	\$5,996.77 check to Rolls-Royce Motor Cars for lease of vehicle

22 All in violation of Title 18, United States Code, Sections 2 and 1341.

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1 COUNTS FOUR THROUGH ELEVEN: [18 U.S.C. § 1343 - Wire Fraud]

2 The Grand Jury further charges:

3 TROY STRATOS,
4 aka Troy David Stafford,

5 defendant herein, as follows:

6 1. Paragraphs 1 through 20 of Counts One through Three of this
7 Superseding Indictment are re-alleged and fully incorporated herein by
8 reference.

9 THE INTERSTATE WIRE COMMUNICATIONS

10 2. On or about the dates set forth below, in the State and
11 Eastern District of California, and elsewhere, for the purpose of
12 executing and attempting to execute the aforementioned scheme and
13 artifice to defraud, defendant STRATOS did knowingly transmit and
14 cause to be transmitted by means of wire communication in interstate
15 commerce, certain writings, signs, and signals, to wit, interstate
16 wire transmissions further described below:

Count	Date	Wire From	Wire To	Contents of Wire
4	12/26/06	U.S. Bank, Nevada	N.M.'s account at Bank of America, Florida	\$793,211.60 wire transfer
5	12/27/06	U.S. Bank, Nevada	N.M.'s account at Bank of America, Florida	\$375,278.63 wire transfer
6	1/2/07	Granite TN Trust account at Nevada Bank, Fort Lauderdale, FL	Troy Stratos Enterprises account at Bank of America, Granite Bay, CA	\$50,000.00 wire transfer

1	7	1/5/07	Granite TN Trust account at Nevada Bank, Fort Lauderdale, FL	Troy Stratos Enterprises account at Bank of America, Granite Bay, CA	\$25,000.00 wire transfer
2					
3					
4					
5	8	1/18/07	Granite TN Trust account at Nevada Bank, Fort Lauderdale, FL	Troy Stratos Enterprises account at Bank of America, Granite Bay, CA	\$100,000.00 wire transfer
6					
7					
8					
9	9	1/26/07	Granite TN Trust account at Nevada Bank, Fort Lauderdale, FL	Troy Stratos Enterprises account at Bank of America, Granite Bay, CA	\$10,000.00 wire transfer
10					
11					
12	10	2/1/07	Granite TN Trust account at Nevada Bank, Fort Lauderdale, FL	Troy Stratos Enterprises account at Bank of America, Granite Bay, CA	\$10,000.00 wire transfer
13					
14					
15					
16	11	2/5/07	Granite TN Trust account at Nevada Bank, Fort Lauderdale, FL	Troy Stratos Enterprises account at Bank of America, Granite Bay, CA	\$75,000.00 wire transfer
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21 All in violation of Title 18, United States Code, Sections 2 and 1343.

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1 COUNTS TWELVE THROUGH FIFTEEN: [18 U.S.C. § 1343 - Wire Fraud]

2 The Grand Jury further charges:

3 TROY STRATOS,
4 aka Troy David Stafford,

5 defendant herein, as follows:

6 I. INTRODUCTION

7 1. From approximately December 2010 through approximately
8 February 2012, defendant TROY STRATOS was an individual who resided
9 in California, including in Sacramento from approximately January
10 2012 through at least February 2012.

11 2. At all times relevant to this Superseding Indictment, T.B.,
12 a resident of Pennsylvania, owned and operated a company that managed
13 financial affairs for wealthy individuals and families. Beginning in
14 approximately March 2011, T.B. formed a limited partnership with some
15 of his clients for the purpose of purchasing a large block of shares
16 of Facebook stock.

17 II. SCHEME TO DEFRAUD

18 3. Beginning on a date unknown to the Grand Jury, but not
19 later than approximately December 2010, and continuing up to at least
20 February 2012, in the State and Eastern District of California and
21 elsewhere, defendant STRATOS did devise and intend to devise a
22 material scheme and artifice to defraud T.B. and his clients, and to
23 obtain money from them by means of materially false and fraudulent
24 pretenses, representations and promises. As a result of the scheme,
25 defendant STRATOS received at least \$11,250,000 in money from T.B.
26 and his clients.

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1 III. WAYS AND MEANS

2 4. As part of the scheme to defraud, STRATOS utilized the
3 following ways and means, among others:

4 5. No later than December 2010, STRATOS falsely represented to
5 numerous individuals that his name was "Ken Dennis," that he
6 represented Carlos Slim (a billionaire living in Mexico) and Carlos
7 Slim's family, and that Carlos Slim and the Slim family were
8 interested in investing in Facebook.

9 6. STRATOS met various individuals who represented or who were
10 connected to potential sellers of Facebook shares, as well as a high-
11 level executive of Facebook. STRATOS falsely represented to these
12 individuals that Carlos Slim wanted to invest in Facebook.

13 7. In approximately March 2011, STRATOS met T.B.. STRATOS
14 falsely represented to T.B. that his name was "Ken Dennis," that he
15 represented Carlos Slim (one of the wealthiest individuals in the
16 world) who was in the process of purchasing a large block of shares
17 of Facebook stock which were in existence before Facebook's initial
18 public offering, and that an entity called "Soumaya Securities" would
19 be purchasing the stock for Carlos Slim.

20 8. STRATOS falsely represented to T.B. that, as a result of
21 his work for Carlos Slim to purchase Facebook stock, STRATOS had
22 learned that there was additional stock being made available by a
23 group of holders of Facebook stock, that STRATOS had made
24 arrangements to purchase the excess shares for other individuals, and
25 that the deal would soon close.

26 9. STRATOS falsely represented to T.B. that, as part of the
27 deal involving Carlos Slim, T.B. could purchase two million shares of
28 Facebook stock at the price of no more than \$27 per share, and that

1 T.B. would pay a fee of 56 cents per share to STRATOS. T.B. accepted
2 STRATOS's offer.

3 10. In the days before April 19, 2011, STRATOS falsely
4 represented to T.B. that the deal would be closing soon, that T.B.
5 needed to contribute \$2,800,000 towards the overall purchase, and
6 that other purchasers had contributed money for the purchase of the
7 Facebook stock.

8 11. To lull T.B. into believing that the Carlos Slim stock
9 purchase deal was real, STRATOS arranged for a brief telephone call
10 between a high-level Facebook executive, T.B., and STRATOS, during
11 which STRATOS mentioned his desire to facilitate a large purchase of
12 Facebook stock.

13 12. On April 19, 2011, at STRATOS's request and instruction,
14 T.B. caused a wire transfer in the amount of \$2,800,000 to be sent to
15 a client trust account of a law firm retained by STRATOS and
16 maintained at First Republic Bank. STRATOS caused the law firm to
17 disburse these funds to pay STRATOS's personal expenses, including
18 rent on a high-rise penthouse condominium in Marina del Ray,
19 California, and to pay past debts incurred by STRATOS. No money was
20 used for the purchase of Facebook stock.

21 13. After T.B. had sent the funds to the trust account, and at
22 other times thereafter, STRATOS falsely represented to T.B. that the
23 deal was being delayed due to the complexity and size of the stock
24 purchase.

25 14. Between April 2011 and August 2011, STRATOS falsely
26 represented to T.B. that STRATOS could arrange for T.B. to purchase
27 increasing amounts of Facebook stock up to 40 million shares, and
28 T.B. accepted these various offers.

1 15. In the days prior to July 11, 2011, STRATOS falsely
2 represented to T.B. that the deal was imminent, and that T.B. needed
3 to make contributions totaling \$11,200,000.

4 16. On or about July 11, 2011, STRATOS caused his retained law
5 firm to send T.B. a letter with instructions to wire transfer
6 \$7,200,000 to a bank account in the name of "Soumaya Securities LLC"
7 at Bank of America. The letter stated that the funds were refundable
8 "in the event the transaction does not close through fault of the
9 Seller or the issuer."

10 17. On or about July 12, 2011, STRATOS caused T.B. to send a
11 wire transfer in the amount of \$7,200,000 to a Bank of America bank
12 account in the name of "Soumaya Securities LLC," controlled by
13 STRATOS.

14 18. On or about August 12, 2011, STRATOS caused his retained
15 law firm to send T.B. instructions to wire \$1,250,000 to a UBS Bank
16 account in the name "Soumaya Securities LLC," controlled by STRATOS.

17 19. On August 15, 2011 STRATOS caused T.B. to send a wire
18 transfer in the amount of \$1,250,000 to the "Soumaya Securities LLC"
19 account at UBS Bank, an account controlled by STRATOS.

20 20. STRATOS spent the money submitted by T.B. on personal
21 expenses, including luxury automobiles and rent for a house in Venice
22 Beach, California. STRATOS also caused money to be paid to those who
23 had claims or received civil judgments against STRATOS, or who had
24 posted information on the internet stating that STRATOS had committed
25 fraud, including STRATOS's former bookkeeper, S.F. None of the
26 \$8,450,000 that STRATOS caused T.B. to send to STRATOS in July and
27 August 2011 was used for the purchase of Facebook stock.

28 21. STRATOS falsely represented to T.B. that the deal had not

1 closed because Carlos Slim and some of the sellers of Facebook stock
2 were also involved in the creation of a new technology company or
3 "platform" that involved Steve Jobs, the founders of Google, and
4 other prominent investors from Silicon Valley. STRATOS continued to
5 falsely represent to T.B. that the deal would close shortly and that
6 he would refund the money T.B. had sent to STRATOS if T.B. requested.
7 In truth and in fact, at the times he offered to refund money to
8 T.B., STRATOS already had spent a considerable amount of the
9 \$11,250,000 provided to STRATOS by T.B.

10 22. On or about December 19, 2011, STRATOS sent a text message
11 to T.B. falsely representing that he was pulling the participants in
12 the Facebook deal together, including the "seller" and "family."

13 23. After STRATOS's arrest on or about December 20, 2011,
14 STRATOS caused an acquaintance, S.S., to send text messages using
15 STRATOS's cellular telephones to T.B. on December 25 and December 26,
16 2011 in which STRATOS: apologized for the delay in responding to
17 T.B., stated that he was in a "remote" location with limited cellular
18 service and would be traveling through January 2, 2012; falsely
19 represented that the deal was still in progress and that the
20 shareholders of "Soumaya Securities" were meeting to resolve the
21 issues; and falsely represented that T.B. could have his money
22 refunded if requested.

23 24. From December 31, 2011, through January 19, 2012, while
24 still in custody, STRATOS caused S.S. to send text messages using
25 STRATOS's cellular telephones to T.B. falsely representing to T.B.
26 that the deal was legitimate and was soon to close, including:

27 a. On or about January 13, 2012, STRATOS falsely
28 represented that "[y]our transaction is real. It is our hope to

Count	Date	Wire Transmission
12	1/13/12	Text Message to T.B.
13	1/18/12	Text Message to T.B.
14	1/19/12	Text Message to T.B.
15	2/12/12	Telephone call from STRATOS to T.B.

All in violation of Title 18, United States Code, Sections 2 and 1343.

COUNTS SIXTEEN THROUGH NINETEEN: [18 U.S.C. § 1957 - Money Laundering]

The Grand Jury further charges:

TROY STRATOS,
aka Troy David Stafford,

defendant herein, as follows:

1. The allegations of Counts One through Fifteen of this Superseding Indictment are re-alleged and fully incorporated herein by reference.

2. Defendant STRATOS, on or about the dates set forth below, in the State and Eastern District of California and elsewhere, did knowingly engage and attempt to engage in monetary transactions affecting interstate commerce, in criminally derived property of a value greater than \$10,000, such funds having been derived from specified unlawful activity, that is, mail fraud in violation of Title 18, United States Code, Section 1341, as charged in Counts One through Three, and wire fraud in violation of Title 18, United States Code, Section 1343, as charged in Counts Four through Fifteen above:

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Count	Date	Amount	Monetary Transaction
16	1/2/07	\$25,000	Cash withdrawal from Bank of America, Granite Bay, California
17	1/26/07	\$25,000	Cash withdrawal from Bank of America, Granite Bay, California
18	9/9/2011	\$13,820.64	Wire transfer to M.A. in Orangevale, CA
19	10/5/2011	\$154,321.42	Check payable to S.F., Citrus Heights, CA

All in violation of Title 18, United States Code, Section 1957.

COUNT TWENTY: [18 U.S.C. § 1503 - Obstruction of Justice]

The Grand Jury further charges:

TROY STRATOS,
aka Troy David Stafford,

defendant herein, between on or about February 21, 2007, and at least April 2007, in the Eastern District of California and elsewhere, did corruptly obstruct, influence, impede, and endeavor to obstruct, influence, and impede the due administration of justice by a federal grand jury in the Eastern District of California, to wit, he instructed his bookkeeper, S.F., to conceal and withhold from production documents responsive to a grand jury subpoena requiring production of documents by S.F. relating to defendant TROY STRATOS, all in violation of Title 18, United States Code, Section 1503.

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1 FORFEITURE ALLEGATION: [18 U.S.C. §§ 982(a)(1), 981(a)(1)(C) and
28 U.S.C. § 2461(c) - Criminal Forfeiture]

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3 1. Upon conviction of one or more of the offenses alleged in
4 Counts One through Fifteen of this Superseding Indictment, defendant
5 TROY STRATOS shall forfeit to the United States pursuant to 18 U.S.C.
6 § 981(a)(1)(C) and 28 U.S.C. § 2461(c), all property, real and
7 personal, which constitutes or is derived from proceeds traceable to
8 such violations, including but not limited to the following:

- 9 a. A sum of money equal to the total amount of proceeds
10 obtained as the result of the offenses, for which
11 defendant is convicted,
12 b. 2011 Land Rover Range Rover, VIN: SALSH2E40BA285068,
13 California License Plate Number: 6JXN583,
14 c. 2011 Chevrolet Camaro, VIN: 2G1FK3DJ4B9202771,
California License Plate Number: 6TET311, and
15 d. 2011 Chevrolet Camaro, VIN: 2G1FK1EJ9B9207614,
California License Plate Number 6TNZ418.

16 2. Upon conviction of one or more of the offenses alleged in
17 Counts Sixteen through Nineteen of this Superseding Indictment,
18 defendant TROY STRATOS shall forfeit to the United States, pursuant to
19 18 U.S.C. § 982(a)(1), all property, real and personal, involved in
20 such violations, and any property traceable to such property,
21 including but not limited to a sum of money equal to the total amount
22 of money involved in the offenses, for which the defendant is
23 convicted.

24 3. If any property subject to forfeiture, as a result of the
25 offenses alleged in Counts One through Nineteen of this Superseding
26 Indictment, for which the defendant is convicted:

- 27 a. cannot be located upon the exercise of due diligence;
28 b. has been transferred or sold to, or deposited with, a
third party;

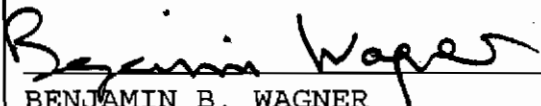
- c. has been placed beyond the jurisdiction of the court;
- d. has substantially diminished in value; or
- e. has been commingled with other property which cannot be divided without difficulty;

it is the intent of the United States, pursuant to 18 U.S.C. § 982(b)(1) and 28 U.S.C. § 2461(c), incorporating 21 U.S.C. § 853(p), to seek forfeiture of any other property of defendant, up to the value of the property subject to forfeiture.

A TRUE BILL.

/s/ Signature on file w/AUSA

FOREPERSON



BENJAMIN B. WAGNER
United States Attorney

UNITED STATES DISTRICT COURT

Eastern District of California

Criminal Division

THE UNITED STATES OF AMERICA

vs.

TROY STRATOS aka Troy David Stafford

SUPERSEDING INDICTMENT

VIOLATION(S):

- 18 U.S.C. § 1341 - MAIL FRAUD (3 COUNTS);
 - 18 U.S.C. § 1343 - WIRE FRAUD (15 COUNTS);
 - 18 U.S.C. § 1957 - MONEY LAUNDERING (4 COUNTS);
 - 18 U.S.C. § 1503 - OBSTRUCTION OF JUSTICE;
 - 18 U.S.C. § 982(A)(1) - CRIMINAL FORFEITURE
-
-

A true bill,

/s/ Signature on file w/AUSA

Foreman.

Filed in open court this 23 day

of May, A.D. 2013

Clerk.

Bail, \$

~~NO BAIL WARRANT PENDING HEARING~~ **NO PROCESS NECESSARY**

an fine

NO. 2:11-cr-00537-LKK

**PENALTY SLIP
SUPERSEDING INDICTMENT**

Defendant: Troy Stratos, aka Troy David Stafford

COUNTS 1-3:

Violation: 18 USC 1341 – Mail Fraud

Penalty: Not more than 20 years imprisonment
A fine not more than twice the value of the loss or gain, or both
Not more than 5 years supervised release

COUNTS 4-11:

Violation: 18 USC 1343 – Wire Fraud

Penalty: Not more than 20 years imprisonment
A fine not more than twice the value of the loss or gain, or both
Not more than 5 years supervised release

COUNTS 12-15:

Violation: 18 USC 1343 – Wire Fraud

Penalty: Not more than 20 years imprisonment
A fine not more than twice the value of the loss or gain, or both
Not more than 5 years supervised release

COUNTS 16-19:

Violation: 18 U.S.C. § 1957 - Monetary Transactions in Property Derived
from Specified Unlawful Activity

Penalty: Not more than 10 years imprisonment,
A fine not more than twice the value of the criminally-derived
property or \$10,000 in fine, or both
Not more than 3 years supervised release

COUNT 20:

Violation: 18 U.S.C. § 1503 - Obstruction of Justice

Penalty: Not more than 10 years imprisonment,
Not more than \$250,000 in fine, or both
Not more than 3 years supervised release

FORFEITURE ALLEGATION:

Violation: 18 U.S.C. § 982(A)(1)

Penalty: As stated in indictment

ASSESSMENT: \$100 each count