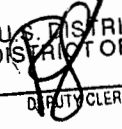


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CLERK, U.S. DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA
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8 IN THE UNITED STATES DISTRICT COURT
9 EASTERN DISTRICT OF CALIFORNIA

11 UNITED STATES OF AMERICA,
12 Plaintiff,

13 v.

14 JOHN DEREK GITMED,
15 HOLLY GITMED,
16 FELICIA GITMED, and
ANTHONY POLLINO JR.

17
18 Defendants.

CASE NO. 1:14 CR 00189 AWI B AM

VIOLATIONS: 18 U.S.C. § 371 – CONSPIRACY TO TRAFFIC IN COUNTERFEIT GOODS AND COMMIT MAIL FRAUD (ONE COUNT); 18 U.S.C. § 2320(a)(1) – TRAFFICKING IN COUNTERFEIT GOODS (ONE COUNT); 18 U.S.C. §§ 981(a)(1)(C), 2323; AND 28 U.S.C. § 2461 – FORFEITURE

19
20 INDICTMENT

21
22 COUNT ONE :

[18 U.S.C. § 371 – Conspiracy to Traffic in Counterfeit Goods and Commit Mail Fraud]

23
24 The Grand Jury charges:

25 JOHN DEREK GITMED,
26 HOLLY GITMED
27 FELICIA GITMED, and
ANTHONY POLLINO, JR.

28 defendants herein, as follows:

1 **A. INTRODUCTION**

2 At all times relevant to this indictment:

3 1. Defendant John Derek Gitmed (“John Gitmed”) resided in various locations in Los
4 Angeles, California.

5 2. Defendant Holly Gitmed resided in Riverbank, California, within the State and Eastern
6 District of California.

7 3. Defendant Anthony Pollino, Jr. resided in Los Angeles, California and Las Vegas,
8 Nevada. Defendant Pollino is defendant John Derek Gitmed’s nephew.

9 4. Defendant Felicia Gitmed resided in Los Angeles, California. Defendant Felicia Gitmed
10 is the daughter of defendant John Derek Gitmed.

11 5. Viagra was the brand name of sildenafil citrate, a drug for the treatment of erectile
12 dysfunction manufactured by Pfizer, Inc. (Pfizer). Pfizer had the exclusive right to manufacture Viagra
13 for distribution in the United States. Viagra was only available by prescription.

14 6. Pfizer registered several trademarks associated with Viagra on the principal register of
15 the United States Patent and Trademark Office (USPTO), including the following:

16 a) The name “Viagra.”

17 b) The design of a Viagra pill: a blue-colored, diamond-shaped pill.

18 c) The imprint on a Viagra pill: the letters “VGR.” VGR is typically combined with
19 the number of milligrams of active ingredient in the pill. Thus a genuine 100-milligram
20 Viagra pill would be stamped with “VGR” and “100” on the pill.

21 d) The word “Pfizer.”

22 e) Pfizer’s logo: a slightly-tilted oval with the word “Pfizer” inside the oval.

23 Each of the above trademarks was in use during the period covered by this indictment.

24 7. Cialis was the brand name of tadalafil, a competing erectile-dysfunction drug
25 manufactured by Eli Lilly and Co. (Eli Lilly). Eli Lilly had the exclusive right to manufacture Cialis for
26 distribution in the United States. Cialis was only available by prescription.

1 8. Eli Lilly registered several trademarks associated with Cialis with the USPTO, including
2 the following:

- 3 a) The word "Cialis."
- 4 b) The design of a Cialis pill: a teardrop-shaped golden-yellow pill stamped with a
5 stylized letter "C."
- 6 c) Cialis's logo: a "swirl" design, typically seen in Cialis packaging as a green line
7 in the shape of the letter "c" against a yellow background.
- 8 d) Eli Lilly's logo: the word "Lilly" in cursive script.
- 9 e) The word "Lilly."

10 Each of the above trademarks was in use during the period covered by this indictment.

11 9. Levitra was the brand name of vardenafil, a third erectile-dysfunction drug produced by
12 Bayer AG (Bayer). Bayer and its authorized representatives had the exclusive right to manufacture
13 Levitra for distribution in the United States. Levitra was only available by prescription.

14 10. Bayer registered several trademarks associated with Levitra with the USPTO, including
15 the following:

- 16 a) The word "Levitra."
- 17 b) The word "Levitra" in block typeface, which is how the word appears on Levitra
18 packaging and in marketing materials.
- 19 c) The "Bayer Cross," which is the intersecting "Bayer" words (written both from
20 top to bottom and left to right, and intersecting so that both use the same letter "y")
21 enclosed in a circle.
- 22 d) The word "Bayer."

23 Bayer and its partners and licensees actively used the above trademarks in marketing and sales
24 efforts.

25 11. In trademark law and in the United States Code, trademarks are generally known as
26 "marks." In practice, they also commonly receive shortened names. Thus, the trademarked word
27 "Viagra" is commonly known as the "Viagra word mark."
28

1 **B. THE CONSPIRACY**

2 12. Beginning on a date unknown to the Grand Jury, but not later than February 9, 2012, and
3 continuing to and including February 27, 2014, in the State and Eastern District of California and
4 elsewhere, defendants John Gitmed, Holly Gitmed, Felicia Gitmed, and Anthony Pollino Jr. did
5 knowingly conspire, combine, and confederate with each other, and with others known and unknown to
6 the Grand Jury, to commit the following offenses against the United States:

7 a) to traffic in counterfeit goods, specifically counterfeit erectile-dysfunction drugs
8 and packaging materials, and to knowingly use the counterfeit marks of Pfizer, Eli Lilly,
9 and Bayer on and in connection with such goods, in violation of Title 18, United States
10 Code, Section 2320(a)(1).

11 b) To execute a scheme and artifice to defraud customers and potential customers,
12 and to obtain monies and property from customers and potential customers by means of
13 material false and fraudulent pretenses, representations, promises and omissions,
14 specifically, by falsely representing that the items they sold constituted genuine erectile-
15 dysfunction drugs and packaging, and to cause the United States mail and private and
16 commercial interstate carriers to be used in execution of the scheme to defraud, in
17 violation of Title 18, United States Code, Section 1341.

18
19 **C. MANNER AND MEANS**

20 13. During the above-described time period, the defendants, and others both known and
21 unknown to the grand jury, conspired to traffic in counterfeit goods and associated packaging, and to
22 execute a material scheme and artifice to defraud customers and potential customers by falsely
23 representing to customers that the items they sold constituted genuine erectile-dysfunction drugs and
24 packaging.

25 14. The defendants conspired to sell counterfeit erectile-dysfunction drugs and packaging,
26 while knowingly using counterfeit marks on and in connection with such goods, specifically the
27 spurious marks of Pfizer, Eli Lilly, and Bayer, including the pill designs of Viagra and Cialis and the
28 logos of Cialis and Levitra. These counterfeit marks were identical with and substantially

1 indistinguishable from genuine marks in use and registered for those goods on the principal register in
2 the United States Patent and Trademark Office. The defendants' use of the marks was likely to cause
3 confusion, to cause mistake, and to deceive, and thereby enrich themselves and defraud customers.
4 Defendants failed to disclose to customers that they were selling counterfeit erectile dysfunction drugs
5 and deceived the customers into paying for what the customers believed to be genuine erectile
6 dysfunction drugs. The defendants carried out the conspiracy by the following manner, means, and acts:

7 15. Defendant John Gitmed called the overall operation the "California Confidence
8 Company." In furtherance of the conspiracy, defendants advertised the sale of "genuine" erectile
9 dysfunction drugs, then sold them in person or by mail to customers who responded to the
10 advertisements. The defendants' in-person transactions were made in the vicinity of Modesto,
11 California and elsewhere in the Eastern District of California, as well as Los Angeles, California, and
12 Las Vegas, Nevada. The defendants shipped counterfeit drugs via the United States mail and private
13 and commercial carriers to customers in the Eastern District of California as well as other parts of
14 California and other states.

15 16. For example, on or about March 28, 2013, defendant Holly Gitmed placed a Craigslist
16 advertisement on the Modesto, California-area Craigslist website entitled "GENUINE VIAGRA CIALIS
17 SPECIAL (Modesto-surrounding)" which had the following text:

18 GENUINE PFIZER VIAGRA 100MG, 12 FOR 100.00 OR 16 FOR 120.00, 20 FOR 150.00,
19 GENUINE LILLY CIALIS 20MG, 12 FOR 100.00 OR 16 FOR 120.00, 20 FOR 150.00, TEXT
20 209-232-5476, I ALSO OFFER PRIORITY SHIPPING FOR 5.95, OVERNIGHT SHIPPING
15.00, DELIVERY IN MODESTO OR SURROUNDING CITIES

21 17. Defendant John Gitmed referred to himself as the "Director of Operations" or "Owner"
22 of the California Confidence Company. Defendant John Gitmed obtained the counterfeit goods,
23 advertised and sold them himself, and supervised the other members of the conspiracy in advertising and
24 selling the counterfeit goods. For example, defendant John Gitmed supervised defendant Holly Gitmed
25 (who was primarily responsible for sales in the Modesto, California area) and defendant Pollino (who
26 was primarily responsible for sales in the Las Vegas area) from his home in Los Angeles. Defendant
27 John Gitmed also made frequent trips to the Modesto area. Defendant John Gitmed set prices and
28

1 supplied the counterfeit drugs to other members of the conspiracy.

2 18. In furtherance of the conspiracy, defendant Felicia Gitmed assisted in obtaining
3 counterfeit goods and participated in a number of sales transactions and deliveries.

4 19. The defendants did not obtain the items they sold from Pfizer, Eli Lilly, Bayer, or any
5 other authorized source. Instead, defendants John Gitmed and Pollino used foreign suppliers and
6 middlemen, including suppliers based in China. The defendants had the suppliers sell them counterfeit
7 Viagra, Cialis, and Levitra, along with packaging consistent with the claimed medicine, knowing that
8 such products were counterfeit.

9 20. The products offered by these foreign suppliers were not genuine Viagra, Cialis, or
10 Levitra. The packaging materials that accompanied the counterfeit drugs also were not genuine.
11 Defendants were well aware that the drugs and packaging were counterfeit based on the price and
12 quality of the items and the nature of the transactions. For example, defendant John Gitmed provided
13 suppliers with pictures of pills and packaging that he hoped they could imitate, and negotiated when
14 suppliers produced poor imitations. Chinese suppliers shipped many pills without any packaging in
15 large plastic bags.

16 21. Once they negotiated the price, quantity, and appearance of an order for counterfeit
17 drugs, in furtherance of the conspiracy, defendants John Gitmed and Pollino directed the suppliers to
18 ship the goods into the United States to various addresses controlled by members of the conspiracy.

19 22. For example, in or around September 2012 defendant John Gitmed ordered a variety of
20 counterfeit erectile-dysfunction drugs from a Chinese supplier, including 300 loose pills of purported
21 Cialis. The supplier shipped the items from China into the United States to an office-services company
22 in Florida, by shipment arriving on October 10, 2012.

23 23. Defendants John and Felicia Gitmed had previously contracted with the office-services
24 company to receive packages addressed to defendant John Gitmed and/or the California Confidence
25 Company and re-ship them to their address in California. Defendant John Gitmed instructed the office-
26 services company to do the same with the packages that arrived from China on October 10, 2012. Once
27 these packages arrived at defendant John and Felicia Gitmed's residence address, defendant Felicia
28 Gitmed emailed a series of photographs to defendant John Gitmed. The photographs depicted packages

1 and loose blister packs of purported Viagra. The photographs also depicted bags of loose “Viagra” and
2 “Cialis” pills.

3 24. Some of the shipments from Chinese suppliers to the California Confidence Company
4 were intercepted by U.S. Customs and Border Patrol (CBP) in the Los Angeles area. Defendant John
5 Gitmed knew of these seizures and made no effort to contest them. One such seizure occurred on or
6 about September 5, 2013, when CBP personnel in Los Angeles seized a package from a Chinese
7 supplier that was addressed to “California Confidence Company” at the office-services company’s
8 address in Florida. The box contained over 2,600 pills of counterfeit Viagra, over 2,000 pills of
9 counterfeit Cialis, and over 200 pills of counterfeit Levitra. Several trademarks were used in connection
10 with the counterfeit drugs, including the shape of the pills.

11 25. When defendants successfully obtained shipments of counterfeit drugs and packaging,
12 defendant John Gitmed provided the counterfeit drugs and packaging to the other defendants and
13 supervised them in their efforts to advertise and sell the drugs.

14 26. For example, on or about February 9, 2012, defendant John Gitmed sent a text message to
15 defendant Felicia Gitmed’s phone, instructing her to take an order of “Cialis” to a customer in the Los
16 Angeles area. And on or about or about September 29, 2012, John Gitmed sent defendant Felicia
17 Gitmed an email instructing her to post an advertisement on Craigslist for purported Viagra, Cialis, and
18 Levitra.

19 27. Each of the defendants made efforts to advertise their products for sale and advertised
20 them as genuine. Typically, the defendants posted online advertisements indicating that they were
21 offering “Genuine Pfizer Viagra” and “Genuine Lilly Cialis,” or by stating that all their products were
22 genuine.

23 28. On or about April 24, 2013, defendant John Gitmed placed an advertisement on Craigslist
24 entitled “Adult Male Enhancement Products (I Stock All 3 Original Brand Product) - \$7 (Bay Area or
25 anywhere Sameday shipping)” which had the following text:

26 Genuine Brand Adult Male Products For Improved Sex, Adult Male Enhancement Products!
27 **Genuine Pfizer Blue Via gra 100mg **Genuine Bayer Levitra 20mg **Genuine Cialis 20mg
28 by Lilly **Twelve tablets \$100. **Sixteen tablets \$120. **Twenty tablets \$150. For fastest
delivery please text your specific order with your first name, location and convenient time for
delivery to 310-818-3424, Sealed, 30ct Genuine Via gra 100mg \$200. 30ct Genuine Bayer
Levitra 20mg \$200. 30ct Orig Cialis by Lilly 20mg \$200.00 ***New Item Now in stock!***

1 50mg Cialis 12mg \$120. 100mg Cialis 12 tabs for \$160. 30ct \$250.00, 100mg Levitra 12ct
2 \$160. & 30ct \$240.00

3 29. Pursuant to this advertisement, an undercover officer based in the State and Eastern
4 District of California made contact with defendant John Gitmed. Defendant John Gitmed sold the
5 undercover officer sixteen (16) tablets purported to be Viagra and twelve (12) tablets purported to be
6 Cialis for \$200.00. On or about May 1, 2013, defendants John Gitmed and Pollino sent the purported
7 Viagra and Cialis via the United States Postal Service to an address in North Highlands, California,
8 which is within the State and Eastern District of California. Pfizer and Eli Lilly personnel confirmed
9 that the pills were counterfeit. In fact, Eli Lilly confirmed that the “Cialis” had no tadalafil (the active
10 ingredient in real Cialis) in it—but it did contain sildenafil (the active ingredient in real Viagra). Several
11 trademarks were used in connection with the counterfeit drugs, including the shape of the pills, the logo
12 of both companies, and words Viagra and Cialis on the packaging.

13 30. The defendants knew the drugs and packaging they sold were not actual Viagra, Cialis,
14 and Levitra, and knew that the marks contained in these drugs and packaging—including the shape and
15 design of Viagra, Cialis, and Levitra, the words “Viagra,” “Cialis,” and “Levitra,” the logos of each
16 product, and the names and logos of each manufacturer—were counterfeit and that it was illegal to sell
17 counterfeit drugs and misuse the marks. The defendants did not require their customers to provide
18 physician prescriptions before selling them erectile-dysfunction drugs. The defendants did not sell their
19 products through pharmacies or other authorized outlets for pharmaceutical products.

20 31. The defendants misled customers when fielding repeated questions from consumers about
21 the genuineness of their merchandise and the effectiveness of the pills they sold, including questions
22 about why the products they sold were significantly cheaper than the pharmacy price. The defendants
23 did not distribute information approved by the Food and Drug Administration regarding the proper use
24 and risks associated with erectile-dysfunction drugs.

25 32. Customers frequently asked the defendants whether the pills they sold were genuine or
26 otherwise relied on the drugs being genuine. This information was material to the customers’ decision
27 to purchase the drugs for a number of reasons, including their conclusion as to the fairness of the
28 purchase price and risk of negative health consequences. The defendants repeatedly made false

1 statements assuring customers that the counterfeit drugs they sold were genuine, or otherwise made
2 materially false and fraudulent statements and omissions intended to make customers believe the drugs
3 they sold were genuine.

4 33. For example, on March 13, 2013, a customer asked defendant Holly Gitmed about
5 pricing via text message, and stated a willingness to pay less for “generic” drugs. Defendant Holly
6 Gitmed responded that she only sold genuine drugs, and that her own costs were higher because she was
7 dealing in genuine drugs. And on December 23, 2012, a potential customer asked defendant Holly
8 Gitmed about side effects that might occur from the erectile-dysfunction drugs that she was offering for
9 sale. Defendant Holly Gitmed told the customer that individuals with heart conditions should take Cialis
10 or Levitra, and not Viagra.

11 34. Defendants conducted their sales both in person and also by using the United States
12 Postal Service and interstate commercial carriers to make deliveries to customers who were further
13 away.

14 35. In mid-January, 2014, defendant Pollino posted an advertisement on the media-sharing
15 and social-networking site Instagram. The advertisement showed photographs of purported Cialis,
16 Levitra, and Viagra, and packaging for these drugs. Below the picture of “Viagra,” the ad stated:

17 Pfizer Viagra 100mg for \$100 18 for \$120 24 for \$150
18 Sealed bottle (30 ct) for \$180 Free safe/secure delivery Call
424-260-7550 for more

19 36. On or about February 7, 2014, an undercover officer contacted defendant Pollino via text
20 message in response to this advertisement and arranged to purchase purported Viagra. Defendant
21 Pollino sent the counterfeit Viagra via United States Postal Service to an address in Roseville,
22 California, which is within the Eastern District of California. Several trademarks were used in
23 connection with the goods, including the words “Pfizer” and “Viagra,” on packaging materials along
24 with the pill design and the “VGR” imprint on the pills.

25 37. The defendants purchased the counterfeit drugs at various prices that were ordinarily
26 between \$.80 and \$1.00 per pill and defendants sold them at various prices that were around 10 to 15
27 times that amount. From early 2012 until mid-2013, defendant John Gitmed purchased approximately
28

1 \$19,000 worth of counterfeit drugs, substantially all of which the defendants then sold at the marked-up
2 price. Genuine erectile dysfunction cost substantially more than the defendants sold them for.

3 **D. OVERT ACTS**

4 38. In furtherance of the conspiracy and to effect the objects of the conspiracy, the following
5 overt acts, among others, were committed in the Eastern District of California and elsewhere:

6 a) On or about October 12, 2012, defendant Felicia Gitmed emailed a series of
7 photographs to defendant John Gitmed depicting packages and loose blister packs of counterfeit Viagra.
8 The photographs also depicted bags of loose counterfeit Viagra and Cialis pills.

9 b) On or about March 28, 2013, defendant Holly Gitmed placed in a post office or
10 authorized depository for mail in Riverbank, CA in the State and Eastern District of California, two
11 blister packs containing counterfeit Viagra and two blister packs containing counterfeit Cialis, along
12 with the associated counterfeit packaging and labeling material for both drugs, to be sent or delivered by
13 the United States Postal Service.

14 c) On or about May 1, 2013, defendant John Gitmed agreed to sell four packages of
15 counterfeit Viagra and three packages of counterfeit Cialis, along with associated counterfeit packaging
16 and labeling material, to a customer with an address in North Highlands, California within the State and
17 Eastern District of California, who was an undercover law enforcement agent,

18 d) On or about May 1, 2013, defendants John Gitmed and Pollino, to fulfill the sale
19 to the North Highlands customer, caused four packages of counterfeit Viagra and three packages of
20 counterfeit Cialis, along with associated counterfeit packaging and labeling material to be placed at a
21 post office or authorized depository for mail to be sent or delivered by the United States Postal Service
22 to North Highlands, California.

23 e) On or about May 30, 2013, defendants John Gitmed and Holly Gitmed sold 30
24 counterfeit Cialis pills and associated counterfeit packaging and labeling material to a customer in
25 Sacramento, California.

26 f) On or about June 17, 2013, in or around Oakdale, California, defendant Holly
27 Gitmed sold 4 counterfeit Viagra pills, and 30 counterfeit Cialis pills, along with the associated
28 counterfeit packaging and labeling material for both drugs.

1 g) On or about February 7, 2014, defendant Pollino agreed to sell five blister packs
2 of counterfeit Viagra and associated counterfeit packaging and labeling material to an undercover law
3 enforcement officer located within the Eastern District of California. Defendant Pollino thereafter
4 caused the five blister packs of counterfeit Viagra and associated counterfeit packaging and labeling
5 material to be placed at a post office or authorized depository for mail to be sent or delivered by the
6 United States Postal Service to Roseville California, which is within the State and Eastern District of
7 California.

8
9 All in violation of 18 U.S.C. § 371.

10
11 COUNT TWO: [18 U.S.C. § 2320(a)(1) – Trafficking in Counterfeit Goods]

12 The Grand Jury further charges:

13
14 JOHN DEREK GITMED,
15 HOLLY GITMED,
16 FELICIA GITMED, and
17 ANTHONY POLLINO

18 defendants herein, as follows:

19 39. Paragraphs 1 through 11 and 13-37 inclusive of Count One are incorporated by reference
20 as if fully set forth herein.

21 40. Beginning on a date unknown to the Grand Jury, but not later than February 9, 2012, and
22 continuing to and including February 27, 2014, defendants John Gitmed, Holly Gitmed, Felicia Gitmed,
23 and Pollino intentionally trafficked in counterfeit goods, specifically counterfeit erectile-dysfunction
24 drugs and packaging, while knowingly using a counterfeited mark on and in connection with such
25 goods, specifically the spurious marks of Pfizer, Eli Lilly, and Bayer; including the pill designs of
26 Viagra and Cialis and the logos of Cialis and Levitra, which counterfeit marks were identical with and
27 substantially indistinguishable from genuine marks in use and registered for those goods on the principal
28 register in the United States Patent and Trademark Office, the use of which marks was likely to cause

1 confusion, to cause mistake, and to deceive.

2
3 All in violation of 18 U.S.C. § 2320(a)(1).

4
5 FORFEITURE ALLEGATION: [18 U.S.C. §§ 981(a)(1)(C), 2323; and 28 U.S.C. § 2461—
6 Forfeiture]

7 The Grand Jury further alleges THAT:

8 The allegations set forth in the above Indictment are incorporated by reference as though
9 fully set forth herein for the purpose of alleging forfeiture pursuant to 18 U.S.C. §§ 981(a)(1)(C), 2323;
10 and 28 U.S.C. § 2461.

11 Pursuant to one or more of the following: 18 U.S.C. §§ 981(a)(1)(C), 2323; and 28
12 U.S.C. § 2461, and upon conviction of one or more of the offenses alleged in this Indictment, any
13 property, real or personal, which constitutes, or is derived from, or is traceable to the proceeds obtained
14 directly or indirectly from the commission of the criminal conduct, or scheme, or conspiracy, alleged in
15 this Indictment; or any property traceable to such property, shall be forfeited to the United States.

16 Pursuant to one or more of the following: 18 U.S.C. §§ 981(a)(1)(C), 2323; and 28
17 U.S.C. § 2461, and upon conviction of one or more of the offenses alleged in this Indictment, any
18 property, real or personal, that constitutes, or is derived from, or is traceable to the proceeds obtained
19 directly or indirectly from the commission of the criminal conduct, or scheme, or conspiracy alleged in
20 this Indictment; or that is used or is intended to be used to facilitate or used commit the criminal
21 conduct, or scheme, or conspiracy alleged in this Indictment; or is involved in or intended to be involved
22 in the criminal conduct, or scheme, or conspiracy alleged in this Indictment; or any property traceable to
23 such property, shall be forfeited to the United States.

24 Pursuant to 18 U.S.C. §§ 981(a)(1)(C), 2323; and 28 U.S.C. § 2461, if any of the property
25 subject to forfeiture as a result of any act or omission of defendants or agents of defendants or upon
26 direction by the defendants:

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

1 third party;

2 c. has been placed beyond the jurisdiction of the court;


3 d. has been substantially diminished in value; or

4 e. has been commingled with other property which cannot
5 be divided without difficulty,

6 the United States of America shall be entitled to forfeiture of any other property of the defendants, up to
7 the value of the property subject to forfeiture, including but not limited to a personal forfeiture money
8 judgment, pursuant to Title 21, United States Code, Section 853(p), as incorporated by Title 18, United
9 States Code, Section 982(b)(1), and Title 28, United States Code, Section 2461(c).

10
11 A TRUE BILL.

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13 
14 _____
15 FOREPERSON

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18 MARK E. CULLERS
19 Assistant U.S. Attorney
20 Chief, Fresno Office
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