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UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

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UNITED STATES OF AMERICA

-against-

INDICTMENT  
**CR-18 0178**  
Cr. No.

T. 18, U.S.C., §§ 371, 201(b)(1),  
1343, 1346, 1512(c)(2), 2232(a),  
2(a), and 981(a)(1)(C); T. 21, U.S.C.,  
§ 853(p)

[1] ADAM AGAEV, a/k/a "Adik,"  
[2] DAVID MANASHEROV,

Defendants.

**BIANCO, J.**

BROWN, M. J.

-----X

THE GRAND JURY CHARGES:

GENERAL ALLEGATIONS

At all times relevant to this Indictment:

1. The United States Navy Exchange at Mitchel Field in Garden City, New York (NEX) is a retail store owned and operated by the United States Navy (U.S. Navy) by and through the Navy Exchange Service Command (NEXCOM).

2. The NEX offers goods and services, including alcohol, to active and retired military personnel and certain designated civilians. The NEX operates much like any retail store with its goods showcased for sale and cash registers for purchases. However, the NEX is not open to the general public; rather, shoppers must be authorized personnel of the Armed Forces or affiliated organizations in order to make purchases.

3. Liquor sold at the NEX is not subject to New York State Excise Tax.

4. United States Department of Defense (DoD) Directive 1330.21, Armed Services Exchange Regulations, limits those eligible to shop at the NEX to enumerated personnel and their family members with specified connections to the Uniformed Services, other DoD components, or affiliates.

5. The Mitchel Field NEX was the third-largest volume seller of NEX liquor in the world out of 226 total retail stores operated by NEXCOM in or about calendar year 2016. In 2017, the Mitchel Field NEX ranked twentieth in the world in sales of liquor.

6. Eric J. Jex (Jex), charged elsewhere, was an NEX supervisory sales associate and worked at the NEX from April 20, 2007, until December 13, 2016. As such, Jex was an employee of the United States Department of the Navy.

7. Jex was responsible for the security of cash, fixed assets, and merchandise inventory at the NEX. Jex also prepared, authorized, and processed retail transactions, which included submitting orders for liquor to be delivered from the NEX's Northeast Distribution Center in Suffolk, Virginia. Liquor orders were submitted and filled using a computer at the NEX that transmitted the orders electronically to NEXCOM in Virginia Beach, Virginia.

8. Pursuant to NEXCOM Instruction 1700.6E CH-1, NEX employees were required to physically check a customer's Armed Forces Identification Card or Uniformed Services Identification and Privilege Card before selling any alcoholic beverages in order to confirm a customer's eligibility to shop at the NEX in accordance with DoD Directive 1330.21.

9. Additionally, the NEX instructed its employees to verify birth dates of purchasers by checking the rear side of active duty members' DoD Common Access Card (CAC) or the back of retired active duty members' United States Uniformed Services Identification Card. NEX employees were also required to verify that the identification belonged to the person presenting it  
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and to match the identification and descriptions of height, weight, and eye color with the person presenting it.

**COUNT ONE**

**Conspiracy to Defraud the United States, to Commit Bribery, and to Commit Wire Fraud  
(Title 18, United States Code, Section 371)**

10. Paragraphs 1 through 9 of the General Allegations section of this Indictment are realleged and incorporated as though fully set forth herein.

11. Beginning at least as early as on or about November 13, 2015, and continuing through on or about December 13, 2016, within the Eastern District of New York and elsewhere,

[1] ADAM AGAEV, a/k/a "Adik,"  
[2] DAVID MANASHEROV,

did knowingly and willfully combine, conspire, confederate, and agree with one another and Jex to:

- (1) defraud the United States and to interfere with and obstruct its lawful governmental functions by deceit, craft, trickery, and dishonest means, including the U.S. Navy's and NEXCOM's retail sales of liquor; and
- (2) to commit offenses against the United States; specifically:
  - a. to directly and indirectly, corruptly give, offer, and promise things of value, namely cash, to Jex, a public official, with the intent to influence Jex to make unauthorized sales of NEX liquor at significant discounts to AGAEV and MANASHEROV, in violation of Title 18, United States Code, Section 201(b)(1); and
  - b. to devise and intend to devise a scheme and artifice to defraud the NEX and the U.S. Navy of the honest services of Jex, an NEX supervisory sales associate and employee of the U.S. Navy, through bribery, and to obtain money and property from the NEX, the

U.S. Navy, and New York State by means of materially false and fraudulent pretenses, representations and promises and in doing so, to cause wire communications in interstate commerce to be transmitted, in violation of Title 18, United States Code, Sections 1343 and 1346.

#### **Purposes of the Conspiracy**

12. It was a purpose of the conspiracy to bribe Jex to use his official position with the NEX and the U.S. Navy to sell liquor with a retail value of approximately \$5.18 million at a discounted rate that AGAEV and MANASHEROV would not otherwise be eligible to purchase for their personal enrichment.

#### **Manner and Means of the Conspiracy**

The manner and means through which AGAEV and MANASHEROV carried out the conspiracy included, but were not limited to, the following:

13. AGAEV and MANASHEROV agreed with Jex to provide Jex with cash bribes in exchange for the ability to purchase discounted NEX liquor that AGAEV and MANASHEROV were otherwise ineligible to obtain. Jex, AGAEV, and MANASHEROV generally determined the amount of the cash bribe to be paid to Jex for a particular transaction based upon the brands and quantities of liquor purchased. Jex sold AGAEV and MANASHEROV NEX liquor valued at approximately \$5.18 million for approximately \$3.21 million, resulting in a total discount of approximately \$1.97 million.

14. AGAEV, MANASHEROV, and Jex communicated with each other by telephone, by text, or in person about the liquor available for sale at the NEX, the liquor AGAEV and MANASHEROV wished to purchase, and, on several occasions, the amount of cash AGAEV and

MANASHEROV needed to both purchase the liquor and provide as the separate cash bribe for Jex.

15. Jex collected and prepared AGAEV's and MANASHEROV's liquor purchases either from the available stock at the NEX, or by e-mailing a special delivery request using a computer at the NEX that transmitted the order to a NEXCOM facility in Virginia Beach, Virginia. Orders transmitted to the NEXCOM facility in Virginia Beach, Virginia were filled and delivered from Suffolk, Virginia to the NEX. Jex entered AGAEV's and MANASHEROV's final transactions into the NEX's computer system, which maintained a record of each transaction, including liquor type, liquor quantity, prices paid, and discounts received.

16. AGAEV and MANASHEROV, either together or separately, paid for their liquor purchases in person, in cash at the NEX, and provided cash bribes to Jex at or around the NEX. By purchasing discounted liquor from the NEX, AGAEV and MANASHEROV avoided New York State excise taxes and resold the liquor purchased from the NEX for profit.

#### Overt Acts

In furtherance of the conspiracy and to effect its objects, AGAEV and MANASHEROV committed the following overt acts, among others, in the Eastern District of New York and elsewhere, with all dollar amounts alleged as approximations:

17. On or about November 13, 2015, AGAEV and MANASHEROV completed liquor purchases at the NEX with Jex by paying \$29,230.50 for liquor worth \$45,597.30 after Jex gave AGAEV and MANASHEROV a discount of \$16,366.80. AGAEV and MANASHEROV provided Jex with cash to pay for the discounted liquor and to pay Jex a cash bribe. MANASHEROV called and exchanged seven texts with Jex. AGAEV and MANASHEROV exchanged 15 texts.

18. On or about November 24, 2015, AGAEV and MANASHEROV completed liquor purchases at the NEX with Jex by paying \$38,014.80 for liquor worth \$59,699.76 after Jex gave AGAEV and MANASHEROV a discount of \$21,684.96. AGAEV and MANASHEROV provided Jex with cash to pay for the discounted liquor and to pay Jex a cash bribe. AGAEV made seven calls with Jex. MANASHEROV and Jex exchanged 10 texts and Jex called him once. AGAEV and MANASHEROV exchanged 60 texts and 12 calls.

19. On or about December 1, 2015, AGAEV and MANASHEROV completed liquor purchases at the NEX with Jex by paying \$124,887.30 for liquor worth \$206,944.50 after Jex gave AGAEV and MANASHEROV a discount of \$82,057.20. AGAEV and MANASHEROV provided Jex with cash to pay for the discounted liquor and to pay Jex a cash bribe. AGAEV wrote one text to Jex and they exchanged nine calls. MANASHEROV exchanged eight texts with Jex. AGAEV and MANASHEROV exchanged 17 texts and 17 calls.

20. On or about December 18, 2015, AGAEV and MANASHEROV completed liquor purchases at the NEX with Jex by paying \$45,583.20 for liquor worth \$81,247.20 after Jex gave AGAEV and MANASHEROV a discount of \$35,664.00. AGAEV and MANASHEROV provided Jex with cash to pay for the discounted liquor and to pay Jex a cash bribe. AGAEV and Jex exchanged three texts. MANASHEROV and Jex exchanged four calls and one text. AGAEV and MANASHEROV exchanged 11 texts and nine calls. MANASHEROV was video recorded making purchases at the NEX at approximately 2:16 p.m.

21. On or about December 28, 2015, AGAEV was video recorded at the NEX making a cash purchase of liquor with Jex worth \$9,912.12 for \$5,988.60 after Jex gave a discount of \$3,923.52 and paid Jex a cash bribe. AGAEV and MANASHEROV exchanged one text and 10 calls.

22. On or about December 30, 2015, AGAEV was video recorded at the NEX making a cash purchase with Jex of \$10,989 worth of liquor for \$7,113 after Jex gave a discount of \$3,876, and paid Jex a cash bribe. AGAEV and MANASHEROV exchanged 23 texts and 14 calls.

23. On or about December 31, 2015, AGAEV and MANASHEROV completed liquor purchases at the NEX with Jex by paying \$23,477.70 for liquor worth \$41,788.02 after Jex gave AGAEV and MANASHEROV a discount of \$18,310.32. AGAEV and MANASHEROV provided Jex with cash to pay for the discounted liquor and to pay Jex a cash bribe. AGAEV and Jex exchanged two texts and two calls. AGAEV and MANASHEROV exchanged one text and one call.

24. On or about January 2, 2016, AGAEV and MANASHEROV completed liquor purchases at the NEX with Jex by paying \$35,623.80 for liquor worth \$67,699.80 after Jex gave AGAEV and MANASHEROV a discount of \$32,076.00. AGAEV and MANASHEROV provided Jex with cash to pay for the discounted liquor and to pay Jex a cash bribe. AGAEV and Jex exchanged seven calls and one text. Jex texted MANASHEROV once. AGAEV and MANASHEROV exchanged 10 texts and 26 calls.

25. On or about February 1, 2016, AGAEV texted MANASHEROV to tell him that he should bring Jex a cash bribe of "4010" for him personally, in addition to "26388" "plus 300" for liquor.

26. On or about February 1, 2016, AGAEV and MANASHEROV completed liquor purchases at the NEX with Jex by paying \$52,776.00 for liquor worth \$102,696.00 after Jex gave AGAEV and MANASHEROV a discount of \$49,920.00. AGAEV and MANASHEROV provided Jex with cash to pay for the discounted liquor and to pay Jex a cash bribe. AGAEV

called Jex, and they exchanged two texts. MANASHEROV called Jex, and texted Jex twice. AGAEV and MANASHEROV exchanged 16 texts and 11 calls.

27. On or about February 7, 2016, AGAEV and MANASHEROV completed liquor purchases at the NEX with Jex by paying \$32,986.20 for liquor worth \$63,490.20 after Jex gave AGAEV and MANASHEROV a discount of \$30,504.00. AGAEV and MANASHEROV provided Jex with cash to pay for the discounted liquor and to pay Jex a cash bribe. AGAEV texted Jex. AGAEV and MANASHEROV exchanged two texts and five calls.

28. On or about February 12, 2016, AGAEV texted MANASHEROV to tell him that he should bring Jex a cash bribe of “3135” for him personally, in addition to “[m]y guess 26183” for liquor.

29. On or about February 12, 2016, AGAEV and MANASHEROV completed liquor purchases at the NEX with Jex by paying \$26,088.30 for liquor worth \$50,494.38 after Jex gave AGAEV and MANASHEROV a discount of \$24,406.08. AGAEV and MANASHEROV provided Jex with cash to pay for the discounted liquor and to pay Jex a cash bribe. AGAEV exchanged four calls and one text with Jex. MANASHEROV called Jex once and they exchanged 10 texts. AGAEV and MANASHEROV exchanged 17 texts and six calls. MANASHEROV was video recorded at the NEX purchasing shoes.

30. On or about March 4, 2016, AGAEV and MANASHEROV completed liquor purchases at the NEX with Jex by paying \$32,346.00 for liquor worth \$46,213.20 after Jex gave AGAEV and MANASHEROV a discount of \$13,867.20. AGAEV and MANASHEROV provided Jex with cash to pay for the discounted liquor and to pay Jex a cash bribe. MANASHEROV called Jex once and they exchanged two texts. AGAEV and MANASHEROV exchanged six texts and five calls.



31. On or about April 19, 2016, AGAEV texted MANASHEROV to tell him that he should bring Jex a cash bribe of “3135” for him personally the following day. AGAEV and MANASHEROV exchanged 25 texts and 10 calls.

32. On or about April 20, 2016, AGAEV and MANASHEROV completed liquor purchases at the NEX with Jex by paying \$33,257.07 for liquor worth \$48,424.97 after Jex gave AGAEV and MANASHEROV a discount of \$15,167.90. AGAEV and MANASHEROV provided Jex with cash to pay for the discounted liquor and to pay Jex a cash bribe. AGAEV texted Jex once.

33. On or about May 6, 2016, AGAEV texted MANASHEROV to tell him that he should bring Jex a cash bribe of “1435” for him personally, in addition to “37,622.10” for liquor.

34. On or about May 6, 2016, AGAEV and MANASHEROV completed liquor purchases at the NEX with Jex by paying \$37,958.10 for liquor worth \$54,064.02 after Jex gave AGAEV and MANASHEROV a discount of \$16,105.92. AGAEV and MANASHEROV provided Jex with cash to pay for the discounted liquor and to pay Jex a cash bribe. AGAEV placed three calls to Jex and wrote one text. MANASHEROV called Jex and exchanged two texts. AGAEV and MANASHEROV exchanged 14 texts and five calls.

35. On or about May 20, 2016, AGAEV texted MANASHEROV to tell him that he should bring Jex a cash bribe of “1475” for him personally, in addition to “36,939.60” for liquor.

36. On or about May 20, 2016, AGAEV and MANASHEROV completed liquor purchases at the NEX with Jex by paying \$36,939.60 for liquor worth \$51,616.32 after Jex gave AGAEV and MANASHEROV a discount of \$14,676.72. AGAEV and MANASHEROV provided Jex with cash to pay for the discounted liquor and to pay Jex a cash bribe.

MANASHEROV and Jex exchanged two texts. AGAEV and MANASHEROV exchanged eight texts and eight calls.

37. On or about June 2, 2016, AGAEV and MANASHEROV completed liquor purchases at the NEX with Jex by paying \$49,530.24 for liquor worth \$93,787.64 after Jex gave AGAEV and MANASHEROV a discount of \$44,257.40. AGAEV and MANASHEROV provided Jex with cash to pay for the discounted liquor and to pay Jex a cash bribe. MANASHEROV exchanged two calls with Jex and they exchanged five texts. AGAEV and MANASHEROV exchanged 13 texts and four calls.

38. On or about June 23, 2016, AGAEV was video recorded at the NEX providing Jex with cash. AGAEV and MANASHEROV exchanged 14 texts and 19 calls.

39. On or about August 3, 2016, AGAEV texted MANASHEROV to tell him that he should bring Jex a cash bribe of "1200" for him personally, in addition to "22,977.30" for liquor.

40. On or about August 3, 2016, AGAEV and MANASHEROV completed liquor purchases at the NEX with Jex by paying \$30,632.82 for liquor worth \$45,243.42 after Jex gave AGAEV and MANASHEROV a discount of \$14,610.60. AGAEV and MANASHEROV provided Jex with cash to pay for the discounted liquor and to pay Jex a cash bribe. AGAEV texted Jex three times. MANASHEROV made two calls to Jex and they exchanged two texts. AGAEV and MANASHEROV exchanged 52 texts and 10 calls.

41. On or about August 9, 2016, AGAEV texted MANASHEROV to tell him that he should bring Jex a cash bribe of "1400" for him personally. AGAEV and MANASHEROV exchanged nine texts and 14 calls.

42. On or about August 9, 2016, MANASHEROV was video recorded at the NEX purchasing a duffel bag.

43. On or about September 8, 2016, AGAEV and MANASHEROV completed liquor purchases at the NEX with Jex by paying \$19,834.50 for liquor worth \$32,918.58 after Jex gave AGAEV and MANASHEROV a discount of \$13,084.08. AGAEV and MANASHEROV provided Jex with cash to pay for the discounted liquor and to pay Jex a cash bribe. MANASHEROV called Jex. AGAEV and MANASHEROV exchanged eight texts and one call.

44. On or about October 16, 2016, AGAEV texted MANASHEROV to tell him that he should bring Jex a cash bribe of "1475" for him personally, in addition to "27134" for liquor.

45. On or about October 16, 2016, AGAEV and MANASHEROV completed liquor purchases at the NEX with Jex by paying \$19,728.60 for liquor worth \$35,907.00 after Jex gave AGAEV and MANASHEROV a discount of \$16,178.40. AGAEV and MANASHEROV provided Jex with cash to pay for the discounted liquor and to pay Jex a cash bribe. AGAEV and Jex exchanged four calls. MANASHEROV called Jex once and they exchanged six texts. AGAEV and MANASHEROV exchanged 21 texts and 17 calls.

46. AGAEV was video recorded by NEX surveillance cameras on the afternoon of October 20, 2016 counting cash and making a purchase of liquor with Jex worth \$6,462.01 for \$3,255.82 after Jex provided a discount of \$3,206.19. AGAEV and MANASHEROV exchanged six texts and four calls.

47. On or about October 27, 2016, AGAEV and MANASHEROV completed liquor purchases at the NEX with Jex by paying \$12,818.40 for liquor worth \$24,156.96 after Jex gave AGAEV and MANASHEROV a discount of \$11,338.56. AGAEV and MANASHEROV provided Jex with cash to pay for the discounted liquor and to pay Jex a cash bribe. AGAEV called Jex and they exchanged four texts. MANASHEROV called Jex twice and they exchanged three texts.

48. On or about November 8, 2016, AGAEV and MANASHEROV completed liquor purchases at the NEX with Jex by paying \$22,503.60 for liquor worth \$40,083.12 after Jex gave AGAEV and MANASHEROV a discount of \$17,579.52. AGAEV and MANASHEROV provided Jex with cash to pay for the discounted liquor and to pay Jex a cash bribe. AGAEV called and texted Jex. MANASHEROV also called Jex.

49. On or about December 1, 2016, AGAEV and MANASHEROV completed liquor purchases at the NEX with Jex by paying \$60,122.34 for liquor worth \$80,758.14 after Jex gave AGAEV and MANASHEROV a discount of \$20,635.80. AGAEV and MANASHEROV provided Jex with cash to pay for the discounted liquor and to pay Jex a cash bribe. AGAEV exchanged five calls with Jex. MANASHEROV called Jex once.

50. On or about December 2, 2016, AGAEV and MANASHEROV completed liquor purchases at the NEX with Jex by paying \$50,301.00 for liquor worth \$77,896.20 after Jex gave AGAEV and MANASHEROV a discount of \$27,595.20. AGAEV and MANASHEROV provided Jex with cash to pay for the discounted liquor and to pay Jex a cash bribe. AGAEV texted Jex once and they exchanged three calls. MANASHEROV exchanged five calls and two texts with Jex.

51. On or about December 12, 2016, AGAEV and MANASHEROV completed liquor purchases at the NEX with Jex by paying \$19,494.30 for liquor worth \$32,503.26 after Jex gave AGAEV and MANASHEROV a discount of \$13,008.96. AGAEV and MANASHEROV provided Jex with cash to pay for the discounted liquor and to pay Jex a cash bribe. MANASHEROV and Jex exchanged two calls.

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

**COUNT TWO**  
**Bribery of a Public Official**  
(Title 18, United States Code, Section 201(b)(1))

52. The allegations in paragraphs 1 through 51 are realleged and incorporated as if set forth fully in this paragraph.

53. Beginning on or about November 13, 2015, and continuing until on or about December 13, 2016, in the Eastern District of New York,

[1] ADAM AGAEV, a/k/a “Adik,”  
[2] DAVID MANASHEROV,

aiding and abetting one another, did, directly and indirectly, corruptly give, offer, and promise things of value, namely cash, to Jex, a public official, with the intent to influence Jex to make unauthorized sales of NEX liquor at significant discounts to AGAEV and MANASHEROV, in violation of Title 18, United States Code, Sections 201(b)(1) and 2(a).

**COUNTS THREE THROUGH SEVEN**  
**Wire Fraud**  
(Title 18, United States Code, Sections 1343 & 1346)

54. The allegations in paragraphs 1 through 53 are realleged and incorporated as if set forth fully in this paragraph.

55. On or about the dates listed below, in the Eastern District of New York,

[1] ADAM AGAEV, a/k/a “Adik,”  
[2] DAVID MANASHEROV,

aiding and abetting one another, devised and intended to devise a scheme and artifice to defraud the NEX and the U.S. Navy of the honest services of Jex, an NEX supervisory sales associate, through bribery, and to obtain money and property from the NEX, the U.S. Navy, and New York State by means of materially false and fraudulent pretenses, representations and promises, and for the purpose of executing the scheme and artifice to defraud and deprive, did knowingly transmit  
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and cause to be transmitted in interstate commerce, by means of wire communications, certain signs and signals, as more specifically set forth in Counts Three through Seven of this Indictment.

### **The Scheme and Artifice to Defraud**

56. The objects of the scheme and artifice to defraud were for AGAEV and MANASHEROV and Jex to defraud the NEX and the U.S. Navy of the honest services of Jex through bribery, to unlawfully enrich themselves by obtaining money and property from the NEX and the U.S. Navy under the false and fraudulent pretenses and representations that AGAEV and MANASHEROV were authorized to make liquor purchases at the NEX and that AGAEV and MANASHEROV were eligible for discounted prices on liquor sales, and to unlawfully enrich themselves and defraud New York State by purchasing liquor at the NEX to avoid paying New York State Excise Tax.

### **Manner and Means of the Scheme to Defraud**

57. Paragraphs 13 through 16 of the Manner and Means of the conspiracy charged in Count One of this indictment are hereby incorporated by reference as though fully set forth herein, as Manner and Means of the scheme to defraud.

### **Acts in Furtherance of the Scheme and Artifice to Defraud**

58. Paragraph 15 and paragraphs 17 through 51 of the Overt Acts of the conspiracy charged in Count One of this indictment are hereby incorporated by reference as though fully set forth herein, as Acts In Furtherance of the Scheme and Artifice to Defraud.

### **Use of Interstate Wire Communications**

59. On or about each of the dates listed in the table below, in the Eastern District of New York and elsewhere,

[1] ADAM AGAEV, a/k/a “Adik,”

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[2] DAVID MANASHEROV,

aiding and abetting one another, for the purpose of executing and attempting to execute the above described scheme and artifice to defraud, knowingly transmitted and caused to be transmitted by means of wire communications in interstate commerce, the following writings and signals, as more specifically described below:

COUNT	DATE OF WIRE	DESCRIPTION OF WIRE COMMUNICATION
3	February 22, 2016	Special Order Delivery Request E-mail sent from Garden City, New York to Virginia Beach, Virginia for liquor.
4	March 9, 2016	Special Order Delivery Request E-mail sent from Garden City, New York to Virginia Beach, Virginia for liquor.
5	April 12, 2016	Special Order Delivery Request E-mail sent from Garden City, New York to Virginia Beach, Virginia for liquor.
6	April 21, 2016	Special Order Delivery Request E-mail sent from Garden City, New York to Virginia Beach, Virginia for liquor.
7	October 19, 2016	Special Order Delivery Request E-mail sent from Garden City, New York to Virginia Beach, Virginia for liquor.

Each of the wire communications listed above constituting a separate and distinct violation of Title 18, United States Code, Sections 1343, 1346, and 2(a).

**COUNT EIGHT**  
**Tampering with an Official Proceeding**  
**(Title 18, United States Code, Section 1512(c)(2))**

60. The allegations in paragraphs 1 through 59 are realleged and incorporated as if set forth fully in this paragraph.

61. On or about January 18, 2017, in the Eastern District of New York,

[2] DAVID MANASHEROV,

did corruptly obstruct, influence, and impede, and attempt to corruptly obstruct, influence, and impede, a federal grand jury investigation in the Eastern District of New York, an official proceeding, by deleting the contact information for Eric J. Jex and Adam Agaev from his personal *Indictment, United States of America v. Adam Agaev, a/k/a "Adik," et al.*

cellular telephone, in violation of Title 18, United States Code, Section 1512(c)(2).

**COUNT NINE**  
**Destruction or Removal of Property to Prevent Search or Seizure**  
**(Title 18, United States Code, Section 2232(a))**

62. The allegations in paragraphs 1 through 61 are realleged and incorporated as if set forth fully in this paragraph.

63. On or about January 18, 2017, in the Eastern District of New York,

[2] DAVID MANASHEROV,

before the search for and seizure of property by Naval Criminal Investigative Service Special Agent Kevin Doski, a person authorized to make such search and seizure, did knowingly destroy, damage, waste, dispose of, transfer, and electronically delete, and knowingly attempt to destroy, damage, waste, dispose of, transfer, and electronically delete, the contact information for Eric J. Jex and Adam Agaev from his personal cellular telephone for the purpose of preventing and impairing the Government's lawful authority to take said property into its custody and control, in violation of Title 18, United States Code, Section 2232(a).

**FORFEITURE ALLEGATION**

64. The allegations contained in paragraphs 1 through 9 and 54 through 59 of this Indictment are realleged and incorporated by reference as though fully set forth herein for the purpose of alleging forfeitures pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c).

Pursuant to Federal Rule of Criminal Procedure 32.2(a),

[1] ADAM AGAEV, a/k/a "Adik,"

[2] DAVID MANASHEROV,

are notified that, upon conviction of any of the offenses alleged in Counts Three through Seven,



AGAEV and MANASHEROV shall forfeit to the United States of America, pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461, any property, real or personal, which he obtained directly or indirectly and which constitutes or is derived from proceeds traceable to the offenses. The property to be forfeited includes, but is not limited to, approximately \$3,210,000.00, representing the total amount of proceeds traceable, directly or indirectly, to the offenses in violation of Title 18, United States Code, Section 1343.

If any of the above-described forfeitable property, as a result of any act or omission of AGAEV or MANASHEROV:

- 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 that cannot be divided without

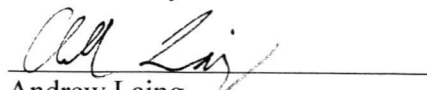
difficulty, the United States of America shall be entitled to forfeiture of substitute property pursuant to Title 21, United States Code, Section 853(p), as incorporated by Title 28, United States Code, Section 2461(c).

All pursuant to 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c).

**ANNALOU TIROL**  
ACTING CHIEF  
PUBLIC INTEGRITY SECTION



Luke Cass  
Trial Attorney



Andrew Laing  
Trial Attorney