

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

----- X

SEALED INDICTMENT

UNITED STATES OF AMERICA

S1 20 Cr. ____ (____)

- v. -

PABLO RENATO RODRIGUEZ,
GUTEMBERG DOS SANTOS,
SCOTT HUGHES,
CECILIA MILLAN,
JACKIE AGUILAR,

Defendants.

----- X

COUNT ONE

(Wire Fraud Conspiracy)

The Grand Jury charges:

OVERVIEW OF THE AIRBIT CLUB SCHEME

1. At all times relevant to this Indictment, PABLO RENATO RODRIGUEZ, GUTEMBERG DOS SANTOS, SCOTT HUGHES, CECILIA MILLAN, and JACKIE AGUILAR, the defendants participated in an internationally coordinated fraud and money laundering ring involved in defrauding individuals through investments in AirBit Club. AirBit Club was a purported cryptocurrency mining and trading company that falsely promised to earn its victim-investors (the "Victims") guaranteed profits in exchange for cash investments in club "memberships" (the "AirBit Club Scheme" or the "Scheme"). In late 2015, RODRIGUEZ and DOS SANTOS founded AirBit Club and marketed it as a multilevel marketing

club in the cryptocurrency industry. Marketing efforts were conducted through individuals referred to herein as "Promoters," who, among other things, recruited Victims to purchase AirBit Club memberships - typically for \$1,000 each - by falsely promising Victims that AirBit Club earned returns on cryptocurrency mining and trading and that Victims would earn passive, guaranteed daily returns on any membership purchased. To perpetrate the Scheme, RODRIGUEZ and DOS SANTOS appointed several Promoters to AirBit Club's Master Council; among these Promoters were MILLAN and AGUILAR.

2. PABLO RENATO RODRIGUEZ, GUTEMBERG DOS SANTOS, SCOTT HUGHES, CECILIA MILLAN, and JACKIE AGUILAR, the defendants, and others known and unknown, traveled throughout the United States, and around the world to places in Latin America, Asia and Eastern Europe, where they hosted lavish expos and small community presentations aimed at convincing Victims to purchase AirBit Club memberships. In furtherance of the AirBit Club Scheme, the Victims bought memberships in cash, including in the Southern District of New York. Following a Victim's investment, a Promoter provided the Victim with access to an online AirBit Club portal to view the purported returns on memberships (the "Online Portal"). While Victims saw "profits"

accumulate on their Online Portal, those representations were false: no Bitcoin mining or trading on behalf of Victims in fact took place. Instead, RODRIGUEZ, DOS SANTOS, MILLAN and AGUILAR enriched themselves, and spent Victim money on cars, jewelry and luxury homes, and financed more extravagant expos to recruit more Victims.

3. In early 2017, the Securities and Exchange Commission ("SEC") brought an enforcement action against PABLO RENATO RODRIGUEZ and GUTEMBERG DOS SANTOS, the defendants, related to "Vizinova," a prior pyramid investment scheme perpetrated by RODRIGUEZ, DOS SANTOS and promoters working for them (the "Vizinova Action"). Before launching AirBit Club, RODRIGUEZ and DOS SANTOS had falsely promised investors daily guaranteed returns for investing in Vizinova, a cloud-based computing company. But, as with AirBit Club, RODRIGUEZ and DOS SANTOS never paid those promised returns, and instead used investor funds to enrich themselves and pay their own personal expenses. SCOTT HUGHES, the defendant, was an attorney who represented RODRIGUEZ and DOS SANTOS in defending against the Vizinova Action, which resolved in mid-2017 when RODRIGUEZ and DOS SANTOS paid nearly \$1.7 million in penalties to the SEC through HUGHES's attorney account (the "Hughes Trust Account").

4. The Airbit Club Scheme was operated prior to, during, and following the Vizinova investigation by the SEC. In many instances, as early as 2016, Victims who attempted to withdraw money from the AirBit Club Online Portal and complained to a Promoter were met with excuses, delays, and hidden fees amounting to more than 50% of the Victim's requested withdrawal, if they were able to make any withdrawal at all. For example, in or around 2018, when one Victim ("Victim-1") attempted to withdraw funds, Victim-1 was charged 40-50% of the withdrawal amount on small withdrawals and then could not withdraw any money at all. In or about April 2020, another victim ("Victim-2") received a notice on the AirBit Club Online Portal that Victim-2's account was closed - and Victim-2's principal investment lost - due to "execution of financial sustainability Reserve, policy #34 of the Airbit Club Terms and Conditions, due to the economic and financial crisis caused by (Covid-19)."

5. PABLO RENATO RODRIGUEZ, GUTEMBERG DOS SANTOS, CECILIA MILLAN and JACKIE AGUILAR, the defendants, were aware that Victims could not withdraw even their principal investment from the Online Portal. For example:

a. On or about August 7, 2016, another Victim ("Victim-3") emailed MILLAN, in part, "I sense that you are

running an illegal ponzi scheme based on the following facts:

1. when I requested my first payout in March of \$50,000, it was easily granted. When I requested a subsequent payout of a lesser amount, it was not acted on. But small money withdrawal requests were honored. This is prima facie evidence I'm proposing that you are able to meet small payments from new money coming in, but obviously are having trouble doing the same with large withdrawals. This is classic pattern. 2. when I told you about my frustration in getting my withdrawal request honored, you told me that the fine print specified 60 days. I agreed then to wait for the 60th day. Today is the 100th day from April 28, when I made the request. This smells suspicious to me." MILLAN forwarded Victim-3's email to DOS SANTOS.

b. In or about February 2019, AGUILAR told another Victim of the AirBit Club Scheme who was complaining about her inability to withdraw AirBit Club returns that she should "bring new blood" into the AirBit Club Scheme in order to receive their her returns.

c. In or about June 2019, MILLAN and AGUILAR conducted a conference call with several Victims of the AirBit Club Scheme who had previously and unsuccessfully requested their returns. During the call, MILLAN and AGUILAR acknowledged

Victim complaints that they were unable to withdraw the funds they invested with AirBit Club and were charged fees for doing so. MILLAN then encouraged Victims not to attempt to withdraw their investment, telling Victims, "I'm gonna tell you something. I've earned like ten million dollars in AirBit Club in the past three and a half years... But I want to tell you that I don't do payouts. You want to know why I don't do payouts? Because I maximize. My business is in building. I want you to know that the people who never do payouts are the ones who earn more. They earn more, why? Because instead of taking 100 percent of their commission and they. . . because of . . . the margin of protection, the price of bitcoin, because the cost of 8 percent of AirBit, instead of losing 35 to 40 percent, we won!" AGUILAR concluded the call by encouraging the Victims to further invest in AirBit Club, telling them that "money goes in your blockchain wallet and grows and fluctuates. So the opportunity is huge. It's like how many bitcoin do ya'll wanna make? How much money do ya'll wanna make?"

d. In or about June 2020, another Victim ("Victim-4") commented on a Facebook post calling AirBit Club a "scam", in part, "I joined last Dec. 2019. I requested for a pay out months ago but until now there was none. They kept

telling me to wait. Wait until when?" On the same thread, another Victim ("Victim-5") commented, in part, "I joined last 2017 but ever since I didn't get a payout for my 10 accounts even a single cents [sic]. And said thing they even deduced [sic] \$900, \$399 and \$400 to my 3 accounts for covid19, how will you explain that?" RODRIGUEZ responded from his public Facebook profile, in part, "well keeping put more money is the only way u can increase more money don't give up bring me more peoples and you will get more money [sic]."

6. PABLO RENATO RODRIGUEZ, GUTEMBERG DOS SANTOS, CECILIA MILLAN and JACKIE AGUILAR, the defendants, nonetheless continued to promote AirBit Club to additional Victims as late as August 2020. In many cases, a Promoter working in furtherance of the AirBit Club Scheme accepted Victims' cash in exchange for that Promoter's own purported and worthless "profits" via the Online Portal. When Victims complained to law enforcement, Victims' Online Portal accounts were suspended and their investments disappeared. For example, when Victim-1 informed MILLAN that Victim-1 had filed a complaint with law enforcement regarding Victim-1's inability to withdraw funds, MILLAN told Victim-1 that Victim-1 was being reported to AirBit Club customer support. Within days of this report, Victim-1's

Online Portal account was closed, and Victim-1 was removed from AirBit Club social media groups managed by MILLAN.

7. PABLO RENATO RODRIGUEZ, GUTEMBERG DOS SANTOS and SCOTT HUGHES, the defendants, worked to remove negative information about AirBit Club, RODRIGUEZ and DOS SANTOS from the internet. On or about July 26, 2018, RODRIGUEZ sent HUGHES a link to a publicly-available video entitled, "AirBit Club, una flagrante estafa cibernética," which translates to "AirBit Club, a blatant cyber scam." RODRIGUEZ then told HUGHES, "Please help Me to delete this video," to which HUGHES responded, "Okay." In or about May 2019, DOS SANTOS and HUGHES spoke with a company providing website removal services in an effort to remove from the internet approximately 15 different websites calling AirBit Club a "scam," and detailing the prior Vizinova Action. Following the conversation, HUGHES signed a contract in which he agreed to pay \$3,000 for each link removed.

CONCEALMENT OF THE PROCEEDS OF THE AIRBIT CLUB SCHEME

8. PABLO RENATO RODRIGUEZ, GUTEMBERG DOS SANTOS, SCOTT HUGHES, and CECILIA MILLAN, the defendants, sought to conceal the AirBit Club Scheme, as well as their respective control of the proceeds of that Scheme. Early in the Scheme, certain Promoters, including MILLAN, collected cash from Victims

and either (1) delivered the cash to RODRIGUEZ personally, or (2) deposited the cash into their own bank accounts and initiated wire transfers to bank accounts controlled by RODRIGUEZ or another more senior Promoter.

9. Following the settlement of the Vizinova Action in 2017, PABLO RENATO RODRIGUEZ, GUTEMBERG DOS SANTOS, and CECILIA MILLAN, the defendants, began enlisting third-party Bitcoin brokers to convert Victim cash to Bitcoin. By enlisting these third-party brokers, these defendants were able to quickly convert Victim cash to cryptocurrency, and to transfer cryptocurrency from those brokers to private Bitcoin wallets, thereby avoiding a deposit of cash into a United States bank account or a regulated cryptocurrency exchange. For example, in or about February 2019, MILLAN brought approximately \$400,000 cash to a Bitcoin broker in Florida to purchase Bitcoin for the purpose of laundering the funds derived from Victims of the AirBit Club Scheme.

10. One such broker, referred to herein as "Exchange-1", enabled PABLO RENATO RODRIGUEZ, GUTEMBERG DOS SANTOS, and CECILIA MILLAN, the defendants, to convert millions of dollars from Victims into Bitcoin, and back to cash, without ever touching the regulated United States financial system.

Until early 2018, Exchange-1 transferred the proceeds of the AirBit Club Scheme from overseas accounts under Exchange-1's control directly to RODRIGUEZ and DOS SANTOS-controlled accounts, including accounts in Guatemala. Following an inquiry from a Netherlands-based bank related to Exchange-1 in early 2018, RODRIGUEZ, DOS SANTOS, and SCOTT HUGHES, the defendant, sought other ways to transfer the proceeds of the AirBit Club Scheme without drawing regulatory scrutiny, and began transferring those proceeds from Exchange-1 through the Hughes Trust Account, controlled by SCOTT HUGHES, the defendant.

11. The Hughes Trust Account was ostensibly intended to maintain custody of SCOTT HUGHES, the defendant's, law practice's client funds. Instead, the Hughes Trust Account was used in part by PABLO RENATO RODRIGUEZ, GUTEMBERG DOS SANTOS, HUGHES, and CECILIA MILLAN, the defendants, to conceal the nature and origin of the AirBit Club Scheme's illicit proceeds. Through that account, HUGHES directed Victim funds to the personal expenses of RODRIGUEZ, DOS SANTOS, MILLAN, and himself, and funded promotional events and sponsorships designed to further promote the AirBit Club Scheme. On other occasions, RODRIGUEZ arranged for HUGHES to accept bulk cash from certain

Promoters, and deposited that cash into the Hughes Trust Account before distributing it to RODRIGUEZ and DOS SANTOS.

12. To conceal the suspicious nature of these transactions from his bank, which was insured by the Federal Deposit Insurance Corporation ("FDIC"), SCOTT HUGHES, the defendant, provided false payment messages for wires to PABLO RENATO RODRIGUEZ. For example, on or about January 29, 2019, HUGHES initiated a wire of \$500,000 to a RODRIGUEZ-controlled account in Guatemala while falsely representing in wire payment instructions that the fund transfer was intended as a payment of "consultancy fees" when in fact no consultancy relationship existed.

13. PABLO RENATO RODRIGUEZ, GUTEMBERG DOS SANTOS, SCOTT HUGHES, and CECILIA MILLAN, the defendants, took additional steps to avoid scrutiny of these illicit fund transfers by United States banks. For example, on or about September 25, 2018, DOS SANTOS and HUGHES discussed the need for HUGHES to delay sending DOS SANTOS a wire to an account in Panama, because HUGHES had recently initiated a wire to Guatemala on behalf of RODRIGUEZ, and because the sequence of those transactions would, in HUGHES' words, "cause ... red flags" with the bank and make HUGHES look like "trouble." DOS SANTOS

agreed and the wire was only sent following a brief delay of approximately two days.

14. Beginning in late 2018, Exchange-1's operation of certain offshore accounts was interrupted. Rather than exchange cryptocurrency on any regulated exchange that would reveal that PABLO RENATO RODRIGUEZ and GUTEMBERG DOS SANTOS, the defendants, controlled the funds, RODRIGUEZ and DOS SANTOS instead transferred Bitcoin representing the proceeds of the AirBit Club Scheme to SCOTT HUGHES, the defendant, from private Bitcoin wallets, that is, wallets storing cryptocurrency that are not linked to any regulated cryptocurrency exchange and the control of which is more easily masked. Throughout 2018 and 2019, RODRIGUEZ and DOS SANTOS used private wallets to send more than \$8 million worth of Bitcoin to HUGHES, who liquidated it into the Hughes Trust Account before transferring it onward to RODRIGUEZ, DOS SANTOS, and CECILIA MILLAN, the defendants, their accounts overseas, and several pieces of real property in the United States.

STATUTORY ALLEGATIONS

15. From at least in or about September 2015 through in or about August 2020, in the Southern District of New York and elsewhere, PABLO RENATO RODRIGUEZ, GUTEMBERG DOS SANTOS,

CECILIA MILLAN, and JACKIE AGUILAR, the defendants, and others known and unknown, willfully and knowingly did combine, conspire, confederate, and agree together and with each other to commit wire fraud in violation of Title 18, United States Code, Section 1343.

16. It was a part and an object of the conspiracy that PABLO RENATO RODRIGUEZ, GUTEMBERG DOS SANTOS, CECILIA MILLAN, and JACKIE AGUILAR, the defendants, and others known and unknown, willfully and knowingly, having devised and intending to devise a scheme and artifice to defraud, and for obtaining money and property by means of false and fraudulent pretenses, representations, and promises, would and did transmit and cause to be transmitted by means of wire, radio, and television communication in interstate and foreign commerce, writings, signs, signals, pictures, and sounds for the purpose of executing such scheme and artifice, in violation of Title 18, United States Code, Section 1343, to wit, RODRIGUEZ, DOS SANTOS, MILLAN, and AGUILAR conspired with each other and with others known and unknown to fraudulently induce investor victims to invest money in AirBit Club by falsely promising those investors guaranteed returns on their investments, and did so through the

use of interstate wires, including interstate email and other electronic communications.

(Title 18, United States Code, Section 1349.)

COUNT TWO

(Bank Fraud Conspiracy)

The Grand Jury further charges:

17. The allegations contained in paragraphs 1 through 14 of this Indictment are hereby repeated, realleged and incorporated by reference, as if fully set forth herein.

STATUTORY ALLEGATIONS

18. From at least in or about September 2015 through in or about August 2020, in the Southern District of New York and elsewhere, PABLO RENATO RODRIGUEZ, GUTEMBERG DOS SANTOS, and SCOTT HUGHES, the defendants, and others known and unknown, willfully and knowingly did combine, conspire, confederate, and agree together and with each other to commit bank fraud in violation of Title 18, United States Code, Section 1344.

19. It was a part and an object of the conspiracy that PABLO RENATO RODRIGUEZ, GUTEMBERG DOS SANTOS, and SCOTT HUGHES, the defendants, and others known and unknown, would and did knowingly execute and attempt to execute a scheme and artifice to defraud financial institutions, the deposits of which were then insured by the Federal Deposit Insurance

Corporation, and to obtain moneys, funds, credits, assets, securities, and other property owned by, and under the custody and control of, such financial institutions, by means of false and fraudulent pretenses, representations, and promises, in violation of Title 18, United States Code, Section 1344, to wit, RODRIGUEZ, DOS SANTOS, and HUGHES conspired with each other and with others known and unknown to fraudulently obtain funds held in accounts in the United States and to transfer those funds to accounts overseas by means of false and fraudulent pretenses related to the purpose of the underlying financial transactions.

(Title 18, United States Code, Section 1349.)

COUNT THREE

(Conspiracy to Commit Money Laundering)

The Grand Jury further charges:

20. The allegations contained in paragraphs 1 through 14 of this Indictment are hereby repeated, realleged and incorporated by reference, as if fully set forth herein.

STATUTORY ALLEGATIONS

21. From at least in or about September 2015 through in or about August 2020, in the Southern District of New York and elsewhere, PABLO RENATO RODRIGUEZ, GUTEMBERG DOS SANTOS, SCOTT HUGHES, and CECILIA MILLAN, the defendants, and others known and unknown, willfully and knowingly did combine,

conspire, confederate, and agree together and with each other to commit money laundering, in violation of Title 18, United States Code, Sections 1956(a)(1)(A)(i) and 1956(a)(1)(B)(i).

22. It was a part and an object of the conspiracy that PABLO RENATO RODRIGUEZ, GUTEMBERG DOS SANTOS, SCOTT HUGHES, and CECILIA MILLAN, the defendants, and others known and unknown, knowing that the property involved in certain financial transactions, to wit, cash transactions and wire transfers, represented the proceeds of some form of unlawful activity, would and did conduct and attempt to conduct such financial transactions, which in fact involved the proceeds of specified unlawful activity, as defined in Title 18, United States Code, Section 1956(c)(7)(A), to wit, wire fraud and bank fraud in violation of Title 18, United States Code, Sections 1343 and 1344, with the intent to promote the carrying on of the specified unlawful activity, in violation of Title 18, United States Code, Section 1956(a)(1)(A)(i).

23. It was a further part and an object of the conspiracy that PABLO RENATO RODRIGUEZ, GUTEMBERG DOS SANTOS, SCOTT HUGHES, and CECILIA MILLAN, the defendants, and others known and unknown, knowing that the property involved in certain financial transactions, to wit, cash transactions and wire

transfers, represented the proceeds of some form of unlawful activity, would and did conduct and attempt to conduct such financial transactions, which in fact involved the proceeds of specified unlawful activity as defined in Title 18, United States Code, Section 1956(c)(7)(A), to wit, wire fraud and bank fraud in violation of Title 18, United States Code, Sections 1343 and 1344, knowing that the transactions were designed in whole and in part to conceal and disguise the nature, the location, the source, the ownership, and the control of the proceeds of specified unlawful activity, in violation of Title 18, United States Code, Section 1956(a)(1)(B)(i).

(Title 18, United States Code, Section 1956(h).)

FORFEITURE ALLEGATIONS

24. As a result of committing the offense alleged in Count One of this Indictment, PABLO RENATO RODRIGUEZ, GUTEMBERG DOS SANTOS, CECILIA MILLAN, and JACKIE AGUILAR, the defendants, shall forfeit to the United States, pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), any and all property, real and personal, that constitutes or is derived from proceeds traceable to the commission of said offense, including but not limited to a sum of money in United States currency representing the amount of

proceeds traceable to the commission of said offense, and the following specific property:

- a. Any and all funds in account number ending in -1396 held at Banco Promerica in the name of Pablo Rodriguez, and any and all funds traceable thereto;
- b. Any and all funds in account number ending in -604-6 held at Banco G&T Continental in the name of Pablo Renato Rodriguez Arevalo, and any and all funds traceable thereto;
- c. Any and all funds in account number ending in -833-4 held at Banco G&T Continental in the name of Pablo Renato Rodriguez Arevalo, and any and all funds traceable thereto;
- d. Any and all funds in account number ending in -5678 held at Banco G&T Continental in the name of Pablo Renato Rodriguez Arevalo, and any and all funds traceable thereto;
- e. Any and all funds in account number ending in -1830 held at Banco G&T Continental in the name of Master Group S.A., and any and all funds traceable thereto;
- f. Any and all funds in account number ending in -742-1 held at Banco G&T Continental in the name of Wima, S.A., and any and all funds traceable thereto;
- g. Any and all funds in account number ending in -3368 held at Wells Fargo Bank in the name of Gutemberg Dos Santos, and any and all funds traceable thereto;
- h. Any and all funds in account number ending in -2098 held at Bank of America in the name of Gutemberg Silva Santos, and any and all funds traceable thereto;
- i. Any and all funds in account number ending in -4300 held at Bank of America in the name of

Gutemberg Silva Santos, and any and all funds traceable thereto;

- j. Any and all funds in account number ending in -033-7 held at Banco G&T Continental in the name of Gutemberg Silva Dos Santos, and any and all funds traceable thereto;
- k. Any and all funds in account number ending in -190-4 held at Banco G&T Continental in the name of Gutemberg Silva Dos Santos, and any and all funds traceable thereto;
- l. Any and all funds in account number ending in -6471 held at J.P. Morgan Securities in the name of Scott D. Hughes, and any and all funds traceable thereto;
- m. Any and all funds in account number ending in -9876 held at J.P. Morgan Securities in the name of Scott D. Hughes, and any and all funds traceable thereto;
- n. Any and all funds in account number ending in -4168 held at American Express in the name of Scott D. Hughes, and any and all funds traceable thereto;
- o. Any and all contents of Safe Deposit Box 117 in the name of Scott D. Hughes at Chase Bank branch located at Newport Center and Fashion Island and associated with account number ending in -4888;
- p. Any and all funds in account number ending in -7048 held at Bank of America in the name of Scott D. Hughes, A Professional Law Corp, and any and all funds traceable thereto;
- q. Any and all funds in account number ending in -1025 held at Bank of America in the name of Scott D. Hughes, and any and all funds traceable thereto;
- r. Any and all funds in attorney trust account number ending in -6939 held at Bank of America in

the name of Scott D. Hughes, A Professional Law Corp, and any and all funds traceable thereto;

- s. Any and all funds in an account held at Goldman Sachs in the name of Scott Hughes, and any and all funds traceable thereto;
- t. Any and all funds in account number ending in -0143 held at Latino Community Credit Union in the name of Cecilia D. Millan, and any and all funds traceable thereto;
- u. Any and all funds in account number ending in -3303 held at Latino Community Credit Union in the name of Cecilia D. Millan, and any and all funds traceable thereto;
- v. Any and all funds in account number ending in -9632 held at Latino Community Credit Union in the name of Cecilia D. Millan, and any and all funds traceable thereto;
- w. Any and all funds in account number ending in -0000 held at Bank of America in the name of Jackie Aguilar, and any and all funds traceable thereto;
- x. Any and all funds in account number ending in -2900 held at BBVA Compass Bank in the name of Jackie Aguilar, and any and all funds traceable thereto;
- y. Any and all funds in account number ending in -0843 held at BBVA Compass Bank in the name of Jackie Aguilar, and any and all funds traceable thereto;
- z. Any and all funds in account number ending in -5334 held at Capital One Bank in the name of Jackie Aguilar, and any and all funds traceable thereto;
- aa. Any and all funds in account number ending in -8825 held at Capital One Bank in the name of Jackie Aguilar, and any and all funds traceable thereto;

- bb. Any and all funds in account number ending in -2658 held at Capital One Bank in the name of Jackie Aguilar, and any and all funds traceable thereto;
- cc. Any and all funds in account number ending in -6906 held at Capital One Bank in the name of Jackie Day Services, and any and all funds traceable thereto;
- dd. Any and all funds in account number ending in -6213 held at BBVA Compass Bank in the name of Jackie Day Services, and any and all funds traceable thereto;
- ee. Any and all funds in account number ending in -7320 held at BBVA Compass Bank in the name of Jackie Day Services LLC, and any and all funds traceable thereto;
- ff. Any and all funds in account number ending in -0546 held at Wells Fargo Bank in the name of Jackie Day Services LLC, and any and all funds traceable thereto;
- gg. Any and all funds in account number ending in -7533 held at BBVA Compass Bank in the name of Jackie Day Services LLC, and any and all funds traceable thereto;
- hh. Any and all funds in account number ending in -7800 held at BBVA Compass Bank in the name of Jackie Day Services LLC, and any and all funds traceable thereto;
- ii. Any and all funds in account number ending in -8337 held at Chase Bank in the name of Master Tax Group, Inc., and any and all funds traceable thereto;
- jj. Any and all funds in account number ending in -6311 held at Wells Fargo Bank in the name of Yeimi M. Rodriguez, and any and all funds traceable thereto;

- kk. Any and all funds in account number ending in -9928 held at Wells Fargo Bank in the name of Yeimi M. Rodriguez, and any and all funds traceable thereto;
- ll. Any and all funds in account number ending in -2371 held at Chase Bank in the name of Yeimi Rodriguez, and any and all funds traceable thereto;
- mm. Any and all contents in Safe Deposit Box 807901-0 in the name of Yeimi Rodriguez at the Chase Bank branch located at Downey Firestone and associated with account number ending in -4045;
- nn. Any and all contents Safe Deposit Box 741303 807868-0 in the name of Yeimi Rodriguez at Chase Bank branch located at Newport Center and Fashion Island, and associated with account number ending in -4045;
- oo. Any and all funds in account number ending in -8118 held at U.S. Bank in the name of Master Commerce Industries, and any and all funds traceable thereto;
- pp. Any and all funds in account number ending in -0482 held at Wells Fargo Bank in the name of Master Tech Developments Inc. d/b/a Global Tech Management, and any and all funds traceable thereto;
- qq. All right, title, and interest of the defendants in the real property located at 9044 Charloma Drive, Downey, CA 90240, with all improvements, appurtenances, and attachments thereon;
- rr. All right, title, and interest of the defendants in the real property located at 117 Amber Sky, Irvine, CA 92618, with all improvements, appurtenances, and attachments thereon;
- ss. All right, title, and interest of the defendants in the real property located at 10031 White Mulberry Drive, Las Vegas, NV 89148, with all

improvements, appurtenances, and attachments thereon;

tt. All right, title, and interest of the defendants in the real property located at 7744 Chesterbrooke Drive, Greensboro, NC 27455, with all improvements, appurtenances, and attachments thereon;

uu. All right, title, and interest of the defendants in the real property located at 1905 Evergreen Ave, Raleigh, NC 27603-3009, with all improvements, appurtenances, and attachments thereon;

vv. A 2015 Mercedes Benz G3 AMG Wagon bearing license plate FLV4223;

ww. A 2018 Mercedes Benz CLA Sedan bearing license plate PLA5469;

(a through ww, collectively, the "Subject Property").

25. As a result of committing the offense alleged in Count Two of this Indictment, PABLO RENATO RODRIGUEZ, GUTEMBERG DOS SANTOS, and SCOTT HUGHES, the defendants, shall forfeit to the United States, pursuant to Title 18, United States Code, Section 982(a)(2) and Title 28, United States Code, Section 2461(c), any and all property, real and personal, that constitutes or is derived from proceeds traceable to the commission of said offense, including but not limited to a sum of money in United States currency representing the amount of proceeds traceable to the commission of said offense, and the Subject Property.

26. As a result of committing the offense alleged in Count Three of this Indictment, PABLO RENATO RODRIGUEZ, GUTEMBERG DOS SANTOS, SCOTT HUGHES, and CECILIA MILLAN, the defendants, shall forfeit to the United States, pursuant to Title 18, United States Code, Section 982(a)(1), any and all property, real or personal, involved in the offense alleged in Count Three of this Indictment, and any property traceable to such property, and the Subject Property.

Substitute Assets Provision

27. If any of the property described above as being subject to forfeiture, as a result of any act or omission of the defendants:

- a. cannot be located upon the exercise of due diligence;
 - b. has been transferred or sold to, or deposited with, a third person;
 - c. has been placed beyond the jurisdiction of the Court;
 - d. has been substantially diminished in value;
- or
- e. has been commingled with other property which cannot be subdivided without difficulty;

it is the intent of the United States, pursuant to Title 21, United States Code, Section 853 (p), and Title 28, United States Code, Section 2461(c), to seek forfeiture of any other property of the defendants up to the value of the forfeitable property.

(Title 18, United States Code, Sections 981 & 982;
Title 21, United States Code, Section 853; and
Title 28, United States Code, Section 2461.)



FOREPERSON

Audrey Strauss

AUDREY STRAUSS
Acting United States
Attorney

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA

- v. -

PABLO RENATO RODRIGUEZ,
GUTENBERG DOS SANTOS,
SCOTT HUGHES,
CECILIA MILLAN,
JACKIE AGUILAR,

Defendants.

SEALED INDICTMENT

S1 20 Cr. ____ (____)

(18 U.S.C. §§ 1349 and 1956.)



foreperson

AUDREY STRAUSS
Acting United States Attorney.
