

FILED

2011 NOV 29 PM 3:06

U.S. DISTRICT COURT
CENTRAL DIST. OF CALIF.
LOS ANGELES

BY _____

UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA
September 2011 Grand Jury

| | | | |
|----|---------------------------|---|-----------------------------------|
| 11 | UNITED STATES OF AMERICA, |) | CR No. CR 11 01137 |
| 12 | Plaintiff, |) | <u>I N D I C T M E N T</u> |
| 13 | v. |) | [21 U.S.C. § 846: Conspiracy to |
| 14 | MARC PETER WILLEMS, |) | Distribute Controlled Substances; |
| 15 | aka "Adam," |) | 18 U.S.C. § 1956(h): Conspiracy |
| 16 | aka "Ruby," |) | to Launder Money; 21 U.S.C. |
| 17 | MICHAEL EVRON, |) | §§ 841(a)(1), (b)(1)(A)(v), |
| 18 | aka "Keysh," |) | (b)(1)(B)(v), (b)(1)(C): |
| 19 | JONATHAN COLBECK, |) | Distribution of LSD; 18 U.S.C. |
| 20 | aka "Jay," |) | § 2: Aiding and Abetting; 21 |
| 21 | aka "djsfishin," |) | U.S.C. § 848: Continuing Criminal |
| 22 | RYAN RAWLS, |) | Enterprise; 21 U.S.C. § 853(a): |
| 23 | aka "jootgatter," |) | Criminal Forfeiture] |
| 24 | JONATHAN DUGAN, |) | |
| 25 | aka "mollyssecret," |) | |
| 26 | aka "bigeyedfish34," |) | |
| 27 | aka "dreamingtrees," |) | |
| 28 | BRIAN COLBECK, |) | |
| | aka "brnytrbl," |) | |
| | CHARLES BIGRAS, |) | |
| | aka "phattater," and |) | |
| | GEORGE MATZEK, |) | |
| | aka "mcmurphy813," |) | |
| | aka "gm8133," |) | |
| | aka "goldenhorsesshoe- |) | |
| | webdesign," |) | |
| | Defendants. |) | |

AGENT

FILED

2011 NOV 29 PM 3:06

UNITED STATES DISTRICT COURT
CENTRAL DIST. OF CALIF.
LOS ANGELES

BY _____

UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

September 2011 Grand Jury

UNITED STATES OF AMERICA,

Plaintiff,

v.

MARC PETER WILLEMS,
 aka "Adam,"
 aka "Ruby,"
MICHAEL EVRON,
 aka "Keysh,"
JONATHAN COLBECK,
 aka "Jay,"
 aka "djsfishin,"
RYAN RAWLS,
 aka "jootgatter,"
JONATHAN DUGAN,
 aka "mollyssecret,"
 aka "bigeyedfish34,"
 aka "dreamingtrees,"
BRIAN COLBECK,
 aka "brnytrbl,"
CHARLES BIGRAS,
 aka "phattater," and
GEORGE MATZEK,
 aka "mcmurphy813,"
 aka "gm8133,"
 aka "goldenhorsesshoe-
webdesign,"

Defendants.

CR No. **CR 11 01137**

I N D I C T M E N T

[21 U.S.C. § 846: Conspiracy to
Distribute Controlled Substances;
18 U.S.C. § 1956(h): Conspiracy
to Launder Money; 21 U.S.C.
§§ 841(a)(1), (b)(1)(A)(v),
(b)(1)(B)(v), (b)(1)(C):
Distribution of LSP; 18 U.S.C.
§ 2: Aiding and Abetting; 21
U.S.C. § 848: Continuing Criminal
Enterprise; 21 U.S.C. § 853(a):
Criminal Forfeiture]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

FILED

2011 NOV 29 PM 3:06

CLERK OF DISTRICT COURT
CENTRAL DIST. OF CALIF.
LOS ANGELES

BY _____

UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

September 2011 Grand Jury

UNITED STATES OF AMERICA,
Plaintiff,
v.

CR No. **CR 11 01137**

I N D I C T M E N T

[21 U.S.C. § 846: Conspiracy to
Distribute Controlled Substances;
18 U.S.C. § 1956(h): Conspiracy
to Launder Money; 21 U.S.C.
§§ 841(a)(1), (b)(1)(A)(v),
(b)(1)(B)(v), (b)(1)(C):
Distribution of LSD; 18 U.S.C.
§ 2: Aiding and Abetting; 21
U.S.C. § 843: Continuing Criminal
Enterprise; 21 U.S.C. § 853(a):
Criminal Forfeiture]

MARC PETER WILLEMS,
aka "Adam,"
aka "Ruby,"
MICHAEL EVRON,
aka "Keysh,"
JONATHAN COLBECK,
aka "Jay,"
aka "djsfishin,"
RYAN RAWLS,
aka "jootgatter,"
JONATHAN DUGAN,
aka "mollyssecret,"
aka "bigeyedfish34,"
aka "dreamingtrees,"
BRIAN COLBECK,
aka "brnytrbl,"
CHARLES BIGRAS,
aka "phattater," and
GEORGE MATZEK,
aka "mcmurphy813,"
aka "gu8130,"
aka "goldenhorsesshoe-
webdesign,"

Defendants.

1 marketplaces provided a controlled substances storefront, order
2 forms, on-line forums, customer service, and payment methods for
3 the different sources of supply. For customers, the operators
4 screened all sources of supply and guaranteed delivery of the
5 illegal drugs. The on-line marketplaces handled all
6 communications between the sources of supply and customers. For
7 these services, the operators charged a commission based upon the
8 value of the order. Customers of the on-line marketplaces have
9 been identified in every one of the states of the United States
10 and the District of Columbia and in approximately 34 other
11 countries. There are thousands of registered users of the on-
12 line marketplaces. The on-line marketplaces have multiple
13 sources of supply offering various controlled substances,
14 including lysergic acid diethylamide ("LSD"), 3,4-
15 methylenedioxymethamphetamine ("MDMA"), fentanyl, mescaline,
16 ketamine, dimethyltryptamine ("DMT"), and high-end marijuana.

17 6. Through approximately 2009, one on-line marketplace,
18 which went by the name Adamflowers, operated primarily via the e-
19 mail address "Adamflowers@Hushmail.com." The operators initially
20 used Hushmail for all communications and orders. Hushmail is a
21 web-based service, operating out of Canada, that offers encrypted
22 electronic mail and instant messaging.

23 7. In approximately January 2010, to improve anonymity,
24 the operators moved their on-line controlled substances
25 marketplace to the TOR network. TOR is a circuit of encrypted
26 connections through relays on the TOR network. TOR can be
27 downloaded for free to any computer. TOR allows websites and
28 electronic mail communications to completely mask IP address

FILED

2011 NOV 29 PM 3:06

CENTRAL DISTRICT COURT
CENTRAL DIST. OF CALIF.
LOS ANGELES

BY _____

UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

September 2011 Grand Jury

UNITED STATES OF AMERICA,

Plaintiff,

v.

MARC PETER WILLEMS,

aka "Adam,"

aka "Ruby,"

MICHAEL EVRON,

aka "Keysh,"

JONATHAN COLBECK,

aka "Jay,"

aka "djsfishin,"

RYAN RAWLS,

aka "jootgatter,"

JONATHAN DUGAN,

aka "mollyssecret,"

aka "bigeyedfish34,"

aka "dreamingtrees,"

BRIAN COLBECK,

aka "brnytrbl,"

CHARLES BIGRAS,

aka "phattater," and

GEORGE MATZEK,

aka "mcmurphy813,"

aka "gm8133,"

aka "goldenhorsesshoe-
webdesign,"

Defendants.

) CR No.

) I N D I C T M E N T

) [21 U.S.C. § 846: Conspiracy to
) Distribute Controlled Substances;
) 18 U.S.C. § 1956(h): Conspiracy
) to Launder Money; 21 U.S.C.
) §§ 841(a)(1), (b)(1)(A)(v),
) (b)(1)(B)(v), (b)(1)(C):
) Distribution of LSD; 18 U.S.C.
) § 2: Aiding and Abetting; 21
) U.S.C. § 848: Continuing Criminal
) Enterprise; 21 U.S.C. § 853(a):
) Criminal Forfeiture]

CR 11 01137

AGENT

FILED

2011 NOV 29 PM 3:06

CLERK OF DISTRICT COURT
CENTRAL DIST. OF CALIF.
LOS ANGELES

BY _____

UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

September 2011 Grand Jury

UNITED STATES OF AMERICA,
Plaintiff,
v.

MARC PETER WILLEMS,
aka "Adam,"
aka "Ruby,"
MICHAEL EVRON,
aka "Keysh,"
JONATHAN COLBECK,
aka "Jay,"
aka "djsfishin,"
RYAN RAWLS,
aka "jootgatter,"
JONATHAN DUGAN,
aka "mollyssecret,"
aka "bigeyedfish34,"
aka "dreamingtrees,"
BRIAN COLBECK,
aka "brnytrbl,"
CHARLES BIGRAS,
aka "phattater," and
GEORGE MATZEK,
aka "mcmurphy813,"
aka "gm8133,"
aka "goldenhorsesshoe-
webdesign,"

Defendants.

CR No. **CR 11 01137**
I N D I C T M E N T
[21 U.S.C. § 846: Conspiracy to
Distribute Controlled Substances;
18 U.S.C. § 1956(h): Conspiracy
to Launder Money; 21 U.S.C.
§§ 841(a)(1), (b)(1)(A)(v),
(b)(1)(B)(v), (b)(1)(C):
Distribution of LSD; 18 U.S.C.
§ 2: Aiding and Abetting; 21
U.S.C. § 843: Continuing Criminal
Enterprise; 21 U.S.C. § 853(a):
Criminal Forfeiture]

FILED

2011 NOV 29 PM 3:06

CLERK OF DISTRICT COURT
CENTRAL DIST. OF CALIF.
LOS ANGELES

BY _____

UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA
September 2011 Grand Jury

UNITED STATES OF AMERICA,
Plaintiff,
v.
MARC PETER WILLEMS,
aka "Adam,"
aka "Ruby,"
MICHAEL EVRON,
aka "Keysh,"
JONATHAN COLBECK,
aka "Jay,"
aka "djsfishin,"
RYAN RAWLS,
aka "jootgatter,"
JONATHAN DUGAN,
aka "mollyssecret,"
aka "bigeyedfish34,"
aka "dreamingtrees,"
BRIAN COLBECK,
aka "brnytrbl,"
CHARLES BIGRAS,
aka "phattater," and
GEORGE MATZEK,
aka "mcmurphy813,"
aka "gm8133,"
aka "goldenhorsesshoe-
wcbbdesign,"
Defendants.

CR No. **CR 11 01137**
I N D I C T M E N T
[21 U.S.C. § 846: Conspiracy to
Distribute Controlled Substances;
18 U.S.C. § 1956(h): Conspiracy
to Launder Money; 21 U.S.C.
§§ 841(a)(1), (b)(1)(A)(v),
(b)(1)(B)(v), (b)(1)(C):
Distribution of LSD; 18 U.S.C.
§ 2: Aiding and Abetting; 21
U.S.C. § 848: Continuing Criminal
Enterprise; 21 U.S.C. § 853(a):
Criminal Forfeiture]

FILED

2011 NOV 29 PM 3: 06

CLERK OF DISTRICT COURT
CENTRAL DIST. OF CALIF.
LOS ANGELES

BY _____

UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

September 2011 Grand Jury

UNITED STATES OF AMERICA,

Plaintiff,

v.

MARC PETER WILLEMS,
 aka "Adam,"
 aka "Ruby,"
MICHAEL EVRON,
 aka "Keysh,"
JONATHAN COLBECK,
 aka "Jay,"
 aka "djsfishin,"
RYAN RAWLS,
 aka "jootgatter,"
JONATHAN DUGAN,
 aka "mollyssecret,"
 aka "bigeyedfish34,"
 aka "dreamingtrees,"
BRIAN COLBECK,
 aka "brnytrbl,"
CHARLES BIGRAS,
 aka "phattater," and
GEORGE MATZEK,
 aka "mcmurphy813,"
 aka "gm8133,"
 aka "goldenhorsesshoe-
webdesign,"

Defendants.

CR No. **CR 11 01137**

I N D I C T M E N T

[21 U.S.C. § 846: Conspiracy to
Distribute Controlled Substances;
18 U.S.C. § 1956(h): Conspiracy
to Launder Money; 21 U.S.C.
§§ 841(a)(1), (b)(1)(A)(v),
(b)(1)(B)(v), (b)(1)(C):
Distribution of LSD; 18 U.S.C.
§ 2: Aiding and Abetting; 21
U.S.C. § 843: Continuing Criminal
Enterprise; 21 U.S.C. § 853(a):
Criminal Forfeiture]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

FILED

2011 NOV 29 PM 3:06

CLERK OF DISTRICT COURT
CENTRAL DIST. OF CALIF.
LOS ANGELES

BY _____

UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA
September 2011 Grand Jury

UNITED STATES OF AMERICA,
Plaintiff,
v.

CR No. **CR 11 01137**

I N D I C T M E N T

[21 U.S.C. § 846: Conspiracy to
Distribute Controlled Substances;
18 U.S.C. § 1956(h): Conspiracy
to Launder Money; 21 U.S.C.
§§ 841(a)(1), (b)(1)(A)(v),
(b)(1)(B)(v), (b)(1)(C):
Distribution of LSD; 18 U.S.C.
§ 2: Aiding and Abetting; 21
U.S.C. § 843: Continuing Criminal
Enterprise; 21 U.S.C. § 853(a):
Criminal Forfeiture]

MARC PETER WILLEMS,
aka "Adam,"
aka "Ruby,"
MICHAEL EVRON,
aka "Keysh,"
JONATHAN COLBECK,
aka "Jay,"
aka "djsfishin,"
RYAN RAWLS,
aka "jootgatter,"
JONATHAN DUGAN,
aka "mollyssecret,"
aka "bigeyedfish34,"
aka "dreamingtrees,"
BRIAN COLBECK,
aka "brnytrbl,"
CHARLES BIGRAS,
aka "phattater," and
GEORGE MATZEK,
aka "mcmurphy813,"
aka "gm8133,"
aka "goldenhorsesshoe-
webdesign,"

Defendants.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 marketplaces provided a controlled substances storefront, order
2 forms, on line forums, customer service, and payment methods for
3 the different sources of supply. For customers, the operators
4 screened all sources of supply and guaranteed delivery of the
5 illegal drugs. The on-line marketplaces handled all
6 communications between the sources of supply and customers. For
7 these services, the operators charged a commission based upon the
8 value of the order. Customers of the on-line marketplaces have
9 been identified in every one of the states of the United States
10 and the District of Columbia and in approximately 34 other
11 countries. There are thousands of registered users of the on-
12 line marketplaces. The on-line marketplaces have multiple
13 sources of supply offering various controlled substances,
14 including lysergic acid diethylamide ("LSD"), 3,4-
15 methylenedioxymethamphetamine ("MDMA"), fentanyl, mescaline,
16 ketamine, dimethyltryptamine ("DMT"), and high end marijuana.

17 6. Through approximately 2009, one on-line marketplace,
18 which went by the name Adamflowers, operated primarily via the e-
19 mail address "Adamflowers@Hushmail.com." The operators initially
20 used Hushmail for all communications and orders. Hushmail is a
21 web-based service, operating out of Canada, that offers encrypted
22 electronic mail and instant messaging.

23 7. In approximately January 2010, to improve anonymity,
24 the operators moved their on-line controlled substances
25 marketplace to the TOR network. TOR is a circuit of encrypted
26 connections through relays on the TOR network. TOR can be
27 downloaded for free to any computer. TOR allows websites and
28 electronic mail communications to completely mask IP address

1 account, which included payments to an unindicted co-
2 conspirator.

3 23. Between June 2010 and December 2011, defendant BIGRAS
4 would wire transfer a total of approximately \$76,398 in funds
5 received from customers of The Farmer's Market from Palm Bay,
6 Florida, to foreign countries.

7 24. Between October 2010 and July 2011, defendant MATZEK
8 would receive approximately \$186,221 of Paypal transfers from
9 customers of The Farmer's Market for purchases of controlled
10 substances and would send approximately \$14,560 from his Paypal
11 account, which included payments to defendant BRIAN COLBECK and
12 other unindicted co-conspirators.

13 25. Between September 2010 and June 2011, defendant MATZEK
14 would wire transfer a total of approximately \$119,721 in funds
15 received from customers of The Farmer's Market from Secaucus, New
16 Jersey, and Florida to foreign countries.

17 C. OVERT ACTS

18 In furtherance of the conspiracy and to accomplish the
19 objects of the conspiracy, on or about the following dates,
20 defendants WILLEMS, EVRON, JONATHAN COLBECK, RAWLS, DUGAN, BRIAN
21 COLBECK, BIGRAS, and MATZEK, and others known and unknown to the
22 Grand Jury, committed various overt acts within the Central
23 District of California, and elsewhere, including but not limited
24 to the following:

25 1. On March 7, 2006, using coded language in an e-mail
26 communication, defendant EVRON advised defendant WILLEMS of the
27 IP address for their on-line controlled substances marketplace
28

1 account, which included payments to an unindicted co-
2 conspirator

3 23. Between June 2010 and December 2011, defendant BUGRAS
4 would wire transfer a total of approximately \$76,398 in funds
5 received from customers of The Farmer's Market from Palm Bay,
6 Florida, to foreign countries.

7 24. Between October 2010 and July 2011, defendant MATZEK
8 would receive approximately \$186,221 of Paypal transfers from
9 customers of The Farmer's Market for purchases of controlled
10 substances and would send approximately \$14,560 from his Paypal
11 account, which included payments to defendant BRIAN COLBECK and
12 other unindicted co-conspirators.

13 25. Between September 2010 and June 2011, defendant MATZEK
14 would wire transfer a total of approximately \$119,721 in funds
15 received from customers of The Farmer's Market from Secaucus, New
16 Jersey, and Florida to foreign countries.

17 C OVERT ACTS

18 In furtherance of the conspiracy and to accomplish the
19 objects of the conspiracy, on or about the following dates,
20 defendants WILLEMS, EVRON, JONATHAN COLBECK, PAWLS, DUGAN, BRIAN
21 COLBECK, BUGRAS, and MATZEK, and others known and unknown to the
22 Grand Jury, committed various overt acts within the Central
23 District of California, and elsewhere, including but not limited
24 to the following:

25 1. On March 7, 2006, using coded language in an e-mail
26 communication, defendant EVRON advised defendant WILLEMS of the
27 IP address for their on-line controlled substances marketplace
28

1 8. On July 30, 2007, defendant JONATHAN COLBECK wired
2 \$1,000 to defendant WILLEMS in Lelystad, Netherlands, via Western
3 Union.

4 9. On August 12, 2007, using coded language in an
5 electronic communication, defendant WILLEMS told an unidentified
6 individual that he had written a computer program that generated
7 between 3,000 and 20,000 euros per month, which he received
8 through bank wires, Western Union transfers, e-gold, Pecunix, and
9 cash, and that he was looking for ways to avoid paying taxes on
10 these funds without drawing the attention of European or other
11 governments.

12 10. On August 19, 2007, using coded language in an e-mail
13 communication, defendant WILLEMS directed an unindicted co-
14 conspirator to send payment for a controlled substances order via
15 Western Union to his wife in Rio de Janeiro, Brazil.

16 11. On September 11, 2007, using coded language in an e-
17 mail communication, defendant WILLEMS directed an unindicted co-
18 conspirator to send payment for an order of 100 hits of LSD and
19 four units of marijuana via Western Union to him in the
20 Netherlands.

21 12. On October 8, 2007, using coded language in an e-mail
22 communication, defendant EVRON advised defendant WILLEMS that he
23 believed Hushmail was an encrypted and safe method of
24 communication and that Hushmail would not produce e-mails to law
25 enforcement officers.

26 13. On October 15, 2007, using coded language in an e-mail
27 communication, defendant WILLEMS directed an unindicted co-
28 conspirator to send \$1,200 via Western Union as payment for an

1 8. On July 30, 2007, defendant JONATHAN COLBECK wired
2 \$1,000 to defendant WILLEMS in Lelystad, Netherlands, via Western
3 Union.

4 9. On August 12, 2007, using coded language in an
5 electronic communication, defendant WILLEMS told an unidentified
6 individual that he had written a computer program that generated
7 between 3,000 and 20,000 euros per month, which he received
8 through bank wires, Western Union transfers, e-gold, Pecunix, and
9 cash, and that he was looking for ways to avoid paying taxes on
10 these funds without drawing the attention of European or other
11 governments.

12 10. On August 19, 2007, using coded language in an e-mail
13 communication, defendant WILLEMS directed an unindicted co-
14 conspirator to send payment for a controlled substances order via
15 Western Union to his wife in Rio de Janeiro, Brazil.

16 11. On September 11, 2007, using coded language in an e-
17 mail communication, defendant WILLEMS directed an unindicted co-
18 conspirator to send payment for an order of 100 hits of LSD and
19 four units of marijuana via Western Union to him in the
20 Netherlands.

21 12. On October 8, 2007, using coded language in an e-mail
22 communication, defendant EVRON advised defendant WILLEMS that he
23 believed Hushmail was an encrypted and safe method of
24 communication and that Hushmail would not produce e-mails to law
25 enforcement officers.

26 13. On October 15, 2007, using coded language in an e-mail
27 communication, defendant WILLEMS directed an unindicted co-
28 conspirator to send \$1,200 via Western Union as payment for an

1 8. On July 30, 2007, defendant JONATHAN COLBECK wired
2 \$1,000 to defendant WILLEMS in Lelystad, Netherlands, via Western
3 Union.

4 9. On August 12, 2007, using coded language in an
5 electronic communication, defendant WILLEMS told an unidentified
6 individual that he had written a computer program that generated
7 between 3,000 and 20,000 euros per month, which he received
8 through bank wires, Western Union transfers, e-gold, Pecunix, and
9 cash, and that he was looking for ways to avoid paying taxes on
10 these funds without drawing the attention of European or other
11 governments.

12 10. On August 19, 2007, using coded language in an e-mail
13 communication, defendant WILLEMS directed an unindicted co-
14 conspirator to send payment for a controlled substances order via
15 Western Union to his wife in Rio de Janeiro, Brazil.

16 11. On September 11, 2007, using coded language in an e-
17 mail communication, defendant WILLEMS directed an unindicted co-
18 conspirator to send payment for an order of 100 hits of LSD and
19 four units of marijuana via Western Union to him in the
20 Netherlands.

21 12. On October 2, 2007, using coded language in an e-mail
22 communication, defendant EVRON advised defendant WILLEMS that he
23 believed Hushmail was an encrypted and safe method of
24 communication and that Hushmail would not produce e-mails to law
25 enforcement officers.

26 13. On October 15, 2007, using coded language in an e-mail
27 communication, defendant WILLEMS directed an unindicted co-
28 conspirator to send \$1,200 via Western Union as payment for an

1 account, which included payments to an unindicted co-
2 conspirator.

3 23 Between June 2010 and December 2011, defendant BIGRAS
4 would wire transfer a total of approximately \$76,393 in funds
5 received from customers of The Farmer's Market from Palm Bay,
6 Florida, to foreign countries.

7 24. Between October 2010 and July 2011, defendant MATZEK
8 would receive approximately \$136,221 of Paypal transfers from
9 customers of The Farmer's Market for purchases of controlled
10 substances and would send approximately \$14,560 from his Paypal
11 account, which included payments to defendant BRIAN COLBECK and
12 other unindicted co-conspirators.

13 25. Between September 2010 and June 2011, defendant MATZEK
14 would wire transfer a total of approximately \$119,721 in funds
15 received from customers of The Farmer's Market from Secaucus, New
16 Jersey, and Florida to foreign countries.

17 C OVERT ACTS

18 In furtherance of the conspiracy and to accomplish the
19 objects of the conspiracy, on or about the following dates,
20 defendants WILLEMS, EVRON, JONATHAN COLBECK, RAWLS, DUGAN, BRIAN
21 COLBECK, BIGRAS, and MATZEK, and others known and unknown to the
22 Grand Jury, committed various overt acts within the Central
23 District of California, and elsewhere, including but not limited
24 to the following:

25 1. On March 7, 2006, using coded language in an e-mail
26 communication, defendant EVRON advised defendant WILLEMS of the
27 IP address for their on-line controlled substances marketplace
28

1 account, which included payments to an unindicted co-
2 conspirator

3 23. Between June 2010 and December 2011, defendant BIGRAS
4 would wire transfer a total of approximately \$76,398 in funds
5 received from customers of The Farmer's Market from Palm Bay,
6 Florida, to foreign countries.

7 24. Between October 2010 and July 2011, defendant MATZEK
8 would receive approximately \$186,221 of Paypal transfers from
9 customers of The Farmer's Market for purchases of controlled
10 substances and would send approximately \$14,560 from his Paypal
11 account, which included payments to defendant BRIAN COLBECK and
12 other unindicted co-conspirators.

13 25. Between September 2010 and June 2011, defendant MATZEK
14 would wire transfer a total of approximately \$116,721 in funds
15 received from customers of The Farmer's Market from Secaucus, New
16 Jersey, and Florida to foreign countries.

17 C OVERT ACTS

18 In furtherance of the conspiracy and to accomplish the
19 objects of the conspiracy, on or about the following dates,
20 defendants WILLEMS, EVRON, JONATHAN COLBECK, RAWLS, RUGAN, BRIAN
21 COLBECK, BIGRAS, and MATZEK, and others known and unknown to the
22 Grand Jury, committed various overt acts within the Central
23 District of California, and elsewhere, including but not limited
24 to the following:

25 1. On March 7, 2006, using coded language in an e-mail
26 communication, defendant EVRON advised defendant WILLEMS of the
27 IP address for their on-line controlled substances marketplace
28

1 8. On July 30, 2007, defendant JONATHAN COLBECK wired
2 \$1,000 to defendant WILLEMS in Helystad, Netherlands, via Western
3 Union.

4 9. On August 12, 2007, using coded language in an
5 electronic communication, defendant WILLEMS told an unidentified
6 individual that he had written a computer program that generated
7 between 3,000 and 20,000 euros per month, which he received
8 through bank wires, Western Union transfers, e-gold, Pecunix, and
9 cash, and that he was looking for ways to avoid paying taxes on
10 these funds without drawing the attention of European or other
11 governments.

12 10. On August 19, 2007, using coded language in an e-mail
13 communication, defendant WILLEMS directed an unindicted co-
14 conspirator to send payment for a controlled substances order via
15 Western Union to his wife in Rio de Janeiro, Brazil.

16 11. On September 11, 2007, using coded language in an e-
17 mail communication, defendant WILLEMS directed an unindicted co-
18 conspirator to send payment for an order of 100 hits of LSD and
19 four units of marijuana via Western Union to him in the
20 Netherlands

21 12. On October 8, 2007, using coded language in an e-mail
22 communication, defendant EVRON advised defendant WILLEMS that he
23 believed Hushmail was an encrypted and safe method of
24 communication and that Hushmail would not produce e-mails to law
25 enforcement officers.

26 13. On October 15, 2007, using coded language in an e-mail
27 communication, defendant WILLEMS directed an unindicted co-
28 conspirator to send \$1,200 via Western Union as payment for an

1 8. On July 30, 2007, defendant JONATHAN COLBECK wired
2 \$1,000 to defendant WILLEMS in Lelystad, Netherlands, via Western
3 Union.

4 9. On August 12, 2007, using coded language in an
5 electronic communication, defendant WILLEMS told an unidentified
6 individual that he had written a computer program that generated
7 between 3,000 and 20,000 euros per month, which he received
8 through bank wires, Western Union transfers, e-gold, Pecunix, and
9 cash, and that he was looking for ways to avoid paying taxes on
10 these funds without drawing the attention of European or other
11 governments

12 10. On August 19, 2007, using coded language in an e-mail
13 communication, defendant WILLEMS directed an unindicted co-
14 conspirator to send payment for a controlled substances order via
15 Western Union to his wife in Rio de Janeiro, Brazil.

16 11 On September 11, 2007, using coded language in an e-
17 mail communication, defendant WILLEMS directed an unindicted co-
18 conspirator to send payment for an order of 100 hits of LSD and
19 four units of marijuana via Western Union to him in the
20 Netherlands.

21 12. On October 8, 2007, using coded language in an e-mail
22 communication, defendant EVRON advised defendant WILLEMS that he
23 believed Hushmail was an encrypted and safe method of
24 communication and that Hushmail would not produce e-mails to law
25 enforcement officers.

26 13. On October 15, 2007, using coded language in an e-mail
27 communication, defendant WILLEMS directed an unindicted co-
28 conspirator to send \$1,200 via Western Union as payment for an

1 8. On July 30, 2007, defendant JONATHAN COLBECK wired
2 \$1,000 to defendant WILLEMS in Melystad, Netherlands, via Western
3 Union.

4 9. On August 12, 2007, using coded language in an
5 electronic communication, defendant WILLEMS told an unidentified
6 individual that he had written a computer program that generated
7 between 3,000 and 20,000 euros per month, which he received
8 through bank wires, Western Union transfers, e-gold, Pecunix, and
9 cash, and that he was looking for ways to avoid paying taxes on
10 these funds without drawing the attention of European or other
11 governments.

12 10. On August 19, 2007, using coded language in an e-mail
13 communication, defendant WILLEMS directed an unindicted co-
14 conspirator to send payment for a controlled substances order via
15 Western Union to his wife in Rio de Janeiro, Brazil.

16 11. On September 11, 2007, using coded language in an e-
17 mail communication, defendant WILLEMS directed an unindicted co-
18 conspirator to send payment for an order of 100 hits of LSD and
19 four units of marijuana via Western Union to him in the
20 Netherlands.

21 12. On October 8, 2007, using coded language in an e-mail
22 communication, defendant EVRON advised defendant WILLEMS that he
23 believed Hushmail was an encrypted and safe method of
24 communication and that Hushmail would not produce e-mails to law
25 enforcement officers.

26 13. On October 15, 2007, using coded language in an e-mail
27 communication, defendant WILLEMS directed an unindicted co-
28 conspirator to send \$1,200 via Western Union as payment for an

1 any questions regarding controlled substances orders to
2 adamflowers@hush.ai.

3 59. On May 1, 2009, using coded language in an e-mail
4 communication, defendant EVRON told the UC that they did not
5 accept cash as payment for LSD.

6 60. On May 1, 2009, using coded language in an e-mail
7 communication, defendant WILLEMS told an unindicted co-
8 conspirator in Panama that she should have received \$800 from a
9 sender in Iowa and asked her to load the funds onto a pre-paid
10 debit card, bearing account number ####-####-####-3101, in the
11 name R.G.P.

12 61. On May 3, 2009, using coded language in an e-mail
13 communication, defendant DUGAN told defendant WILLEMS to send him
14 125 hits of LSD to an address on Garnet Street in North Babylon,
15 New York.

16 62. On May 5, 2009, defendants WILLEMS and EVRON agreed to
17 ship 10.5 grams and 20 doses of MDMA to the UC in Los Angeles,
18 California, in exchange for \$630 and \$456, respectively, to be
19 sent via Western Union to A.F. and P.B. in Budapest, Hungary.

20 63. On May 7, 2009, defendant BIGRAS wired \$475 via Western
21 Union from Palm Bay, Florida, to A.F. in Budapest, Hungary.

22 64. On May 8, 2009, using coded language in an e-mail
23 communication, defendant WILLEMS asked the UC to change the
24 receiver name on the Western Union payment for his recent order
25 of MDMA from P.B. to B.P. so defendant WILLEMS could collect the
26 funds.

27 65. On May 8, 2009, using coded language in an e-mail
28 communication, defendant WILLEMS told an unindicted co-

1 any questions regarding controlled substances orders to
2 adamflowers@hush.ai.

3 59. On May 1, 2009, using coded language in an e-mail
4 communication, defendant EVRON told the UC that they did not
5 accept cash as payment for LSD.

6 60. On May 1, 2009, using coded language in an e-mail
7 communication, defendant WILLEMS told an unindicted co-
8 conspirator in Panama that she should have received \$800 from a
9 sender in Iowa and asked her to load the funds onto a pre-paid
10 debit card, bearing account number ####-####-####-3101, in the
11 name R.G.P.

12 61. On May 3, 2009, using coded language in an e-mail
13 communication, defendant LUGAN told defendant WILLEMS to send him
14 125 hits of LSD to an address on Garnet Street in North Babylon,
15 New York.

16 62. On May 5, 2009, defendants WILLEMS and EVRON agreed to
17 ship 10.5 grams and 20 doses of MDMA to the UC in Los Angeles,
18 California, in exchange for \$630 and \$456, respectively, to be
19 sent via Western Union to A.F. and P.D. in Budapest, Hungary.

20 63. On May 7, 2009, defendant DIGRAS wired \$475 via Western
21 Union from Palm Bay, Florida, to A.F. in Budapest, Hungary.

22 64. On May 8, 2009, using coded language in an e-mail
23 communication, defendant WILLEMS asked the UC to change the
24 receiver name on the Western Union payment for his recent order
25 of MDMA from P.B. to B.P. so defendant WILLEMS could collect the
26 funds.

27 65. On May 8, 2009, using coded language in an e-mail
28 communication, defendant WILLEMS told an unindicted co-

any questions regarding controlled substances orders to
adamflowers@hush.ai.

59. On May 1, 2009, using coded language in an e-mail communication, defendant EVRON told the UC that they did not accept cash as payment for LSD.

60. On May 1, 2009, using coded language in an e-mail communication, defendant WILLEMS told an unindicted co-conspirator in Panama that she should have received \$800 from a sender in Iowa and asked her to load the funds onto a pre-paid debit card, bearing account number ####-####-####-3101, in the name R.G.P.

61. On May 3, 2009, using coded language in an e-mail communication, defendant DUGAN told defendant WILLEMS to send him 125 hits of LSD to an address on Garnet Street in North Babylon, New York.

62. On May 5, 2009, defendants WILLEMS and EVRON agreed to ship 10.5 grams and 20 doses of MDMA to the UC in Los Angeles, California, in exchange for \$630 and \$456, respectively, to be sent via Western Union to A.F. and P.B. in Budapest, Hungary.

63. On May 7, 2009, defendant BIGRAS wired \$475 via Western Union from Palm Bay, Florida, to A.F. in Budapest, Hungary.

64. On May 8, 2009, using coded language in an e-mail communication, defendant WILLEMS asked the UC to change the receiver name on the Western Union payment for his recent order of MDMA from P.B. to B.P. so defendant WILLEMS could collect the funds.

65. On May 8, 2009, using coded language in an e-mail communication, defendant WILLEMS told an unindicted co-

1 any questions regarding controlled substances orders to
2 adamflowers@hush.ai.

3 59. On May 1, 2009, using coded language in an e-mail
4 communication, defendant EVRON told the UC that they did not
5 accept cash as payment for LSD.

6 60. On May 1, 2009, using coded language in an e-mail
7 communication, defendant WILLEMS told an unindicted co-
8 conspirator in Panama that she should have received \$800 from a
9 sender in Iowa and asked her to load the funds onto a pre-paid
10 debit card, bearing account number ####-####-####-3101, in the
11 name R.G.P.

12 61. On May 3, 2009, using coded language in an e-mail
13 communication, defendant BUGAN told defendant WILLEMS to send him
14 125 hits of LSD to an address on Garnet Street in North Babylon,
15 New York.

16 62. On May 5, 2009, defendants WILLEMS and EVRON agreed to
17 ship 10.5 grams and 20 doses of MDMA to the UC in Los Angeles,
18 California, in exchange for \$630 and \$456, respectively, to be
19 sent via Western Union to A.F. and P.B. in Budapest, Hungary.

20 63. On May 7, 2009, defendant BIGRAS wired \$475 via Western
21 Union from Palm Bay, Florida, to A.F. in Budapest, Hungary.

22 64. On May 8, 2009, using coded language in an e-mail
23 communication, defendant WILLEMS asked the UC to change the
24 receiver name on the Western Union payment for his recent order
25 of MDMA from P.D. to B.P. so defendant WILLEMS could collect the
26 funds.

27 65. On May 8, 2009, using coded language in an e-mail
28 communication, defendant WILLEMS told an unindicted co-

any questions regarding controlled substances orders to
adamflowers@hush.ai.

59. On May 1, 2009, using coded language in an e-mail communication, defendant EVRON told the UC that they did not accept cash as payment for LSD.

60. On May 1, 2009, using coded language in an e-mail communication, defendant WILLEMS told an unindicted co-conspirator in Panama that she should have received \$800 from a sender in Iowa and asked her to load the funds onto a pre-paid debit card, bearing account number ####-####-####-3101, in the name R.G.P.

61. On May 3, 2009, using coded language in an e-mail communication, defendant DUGAN told defendant WILLEMS to send him 125 hits of LSD to an address on Garnet Street in North Babylon, New York.

62. On May 5, 2009, defendants WILLEMS and EVRON agreed to ship 10.5 grams and 20 doses of MDMA to the UC in Los Angeles, California, in exchange for \$630 and \$456, respectively, to be sent via Western Union to A.F. and P.B. in Budapest, Hungary.

63. On May 7, 2009, defendant BICRAS wired \$475 via Western Union from Palm Bay, Florida, to A.F. in Budapest, Hungary.

64. On May 8, 2009, using coded language in an e-mail communication, defendant WILLEMS asked the UC to change the receiver name on the Western Union payment for his recent order of MDMA from P.B. to B.P. so defendant WILLEMS could collect the funds.

65. On May 8, 2009, using coded language in an e-mail communication, defendant WILLEMS told an unindicted co-

1 amount of his order towards the purchase of LSD, hashish, or
2 marijuana.

3 89. On June 11, 2009, defendants WILLEMS and EVRON received
4 an e-mail communication containing coded language from the UC
5 stating that the UC would like to take the credit from his May 5
6 MDMA order and buy LSD instead.

7 90. On June 14, 2009, using coded language in an e-mail
8 communication, defendant MATZEK provided defendant WILLEMS with
9 his zip code in connection with his order for one and one-half
10 grams of marijuana.

11 91. On June 16, 2009, defendants WILLEMS and EVRON agreed
12 to ship 100 hits of LSD to the UC in Los Angeles, California, in
13 place of the MDMA the UC ordered on May 5, 2009.

14 92. On June 16, 2009, using coded language in an e-mail
15 communication, defendant BIGRAS told defendant WILLEMS that he
16 had placed an order that day.

17 93. On June 16, 2009, defendant BIGRAS wired \$420 via
18 Western Union from Palm Bay, Florida, to A.F. in Budakalasz,
19 Hungary.

20 94. On June 25, 2009, using coded language in an e-mail
21 communication, defendant BIGRAS told defendant WILLEMS that he
22 had received one-half ounce of marijuana that he had ordered but
23 was still waiting to receive the other one-half ounce.

24 95. On July 6, 2009, defendant BIGRAS wired \$365 via
25 Western Union from Palm Bay, Florida, to A.F. in Budakalasz,
26 Hungary.

any questions regarding controlled substances orders to
adamflowers@hush.ai.

59. On May 1, 2009, using coded language in an e-mail communication, defendant EVRON told the UC that they did not accept cash as payment for LSD.

60. On May 1, 2009, using coded language in an e-mail communication, defendant WILLEMS told an unindicted co-conspirator in Panama that she should have received \$800 from a sender in Iowa and asked her to load the funds onto a pre-paid debit card, bearing account number ####-####-####-0101, in the name R.G.P.

61. On May 3, 2009, using coded language in an e-mail communication, defendant DUGAN told defendant WILLEMS to send him 125 hits of LSD to an address on Garnet Street in North Babylon, New York.

62. On May 5, 2009, defendants WILLEMS and EVRON agreed to ship 10.5 grams and 20 doses of MDMA to the UC in Los Angeles, California, in exchange for \$630 and \$456, respectively, to be sent via Western Union to A.F. and P.B. in Budapest, Hungary.

63. On May 7, 2009, defendant BIGRAS wired \$475 via Western Union from Palm Bay, Florida, to A.F. in Budapest, Hungary.

64. On May 8, 2009, using coded language in an e-mail communication, defendant WILLEMS asked the UC to change the receiver name on the Western Union payment for his recent order of MDMA from P.B. to B.P. so defendant WILLEMS could collect the funds.

65. On May 8, 2009, using coded language in an e-mail communication, defendant WILLEMS told an unindicted co-

1 104. On July 28, 2009, using coded language in an e-mail
2 communication, defendant JONATHAN COLBECK told defendants WILLEMS
3 and EVRON that he had received a total of \$1,610 in cash for
4 seven different controlled substances orders.

5 105. On July 29, 2009, using coded language in an e-mail
6 communication, defendant DUGAN advised the UC that he had shipped
7 seven grams of MDMA to the UC in Los Angeles, California.

8 106. On July 31, 2009, using coded language in an e-mail
9 communication, defendant EVRON ordered an ounce of marijuana from
10 the on-line controlled substances marketplace to be shipped to
11 Buenos Aires, Argentina.

12 107. On August 1, 2009, using coded language in an e-mail
13 communication, defendant WILLEMS advised defendant JONATHAN
14 COLBECK that Adamflowers could start accepting cash payments for
15 LSD in order to increase defendant JONATHAN COLBECK's income from
16 serving as a cash drop.

17 108. On August 7, 2009, using coded language in an e-mail
18 communication, defendant RAWLS asked defendant WILLEMS what the
19 price for a quarter pound of high-quality marijuana would be if
20 paid for via Western Union.

21 109. On August 8, 2009, defendants WILLEMS and EVRON agreed
22 to supply S.K., who was then 20 years old, 10 hits of LSD for
23 shipment to Cullowhee, North Carolina.

24 110. On August 10, 2009, using coded language in an e-mail
25 communication, defendant JONATHAN COLBECK told defendant WILLEMS
26 that he should not try to send 16 letters containing cash in an
27 eight-day period in order to minimize the risk of getting caught
28 by law enforcement and asked defendant WILLEMS to send controlled

1 amount of his order towards the purchase of LSD, hashish, or
2 marijuana.

3 89. On June 11, 2009, defendants WILLEMS and EVRON received
4 an e-mail communication containing coded language from the UC
5 stating that the UC would like to take the credit from his May 5
6 MDMA order and buy LSD instead.

7 90. On June 14, 2009, using coded language in an e-mail
8 communication, defendant MATZEK provided defendant WILLEMS with
9 his zip code in connection with his order for one and one-half
10 grams of marijuana.

11 91. On June 16, 2009, defendants WILLEMS and EVRON agreed
12 to ship 100 hits of LSD to the UC in Los Angeles, California, in
13 place of the MDMA the UC ordered on May 5, 2009.

14 92. On June 16, 2009, using coded language in an e-mail
15 communication, defendant BIGRAS told defendant WILLEMS that he
16 had placed an order that day.

17 93. On June 16, 2009, defendant BIGRAS wired \$420 via
18 Western Union from Palm Bay, Florida, to A.F. in Budakalas, z,
19 Hungary.

20 94. On June 25, 2009, using coded language in an e-mail
21 communication, defendant BIGRAS told defendant WILLEMS that he
22 had received one-half ounce of marijuana that he had ordered but
23 was still waiting to receive the other one-half ounce.

24 95. On July 6, 2009, defendant BIGRAS wired \$365 via
25 Western Union from Palm Bay, Florida, to A.F. in Budakalas, z,
26 Hungary.

1 118. On September 7, 2009, using coded language in an e-mail
2 communication, defendant WILLEMS asked defendant JONATHAN COLBECK
3 to send \$1,000 to an unindicted controlled substances supplier at
4 a post office box in North Babylon, New York, and to send the
5 package with "tracking, but no signature required."

6 119. On September 9, 2009, using coded language in an e-mail
7 communication, defendant BRIAN COLBECK told defendant JONATHAN
8 COLBECK that he had just placed a controlled substances order and
9 would make the payment via PayPal.

10 120. On September 9, 2009, using coded language in an e-mail
11 communication, defendant BRIAN COLBECK told defendant JONATHAN
12 COLBECK that he had made a controlled substances payment of
13 \$211.67 via PayPal.

14 121. On September 11, 2009, defendants WILLEMS and EVRON
15 agreed to supply S.K., who was then 20 years old, 10 hits of LSD
16 for shipment to Cullowhee, North Carolina.

17 122. On September 12, 2009, using coded language in an
18 e-mail communication, defendant JONATHAN COLBECK asked an
19 unindicted controlled substances supplier to mail him marijuana
20 at his address on Virden Street in Urbana, Iowa.

21 123. On September 20, 2009, using coded language in an
22 e-mail communication, defendant JONATHAN COLBECK advised
23 defendant WILLEMS that he would send defendant WILLEMS a coded
24 e-mail if he were to get apprehended by law enforcement officers.

25 124. On September 21, 2009, defendants WILLEMS and EVRON
26 agreed to ship 500 hits of LSD to the UC in Los Angeles,
27 California, in exchange for \$2,500 to be sent via Western Union
28 to A.F. in Budapest, Hungary.

1 125. On September 22, 2009, defendant BIGRAS wired \$160 via
2 Western Union from Palm Bay, Florida, to A.F. in Budakalasz,
3 Hungary.

4 126. On September 23, 2009, defendant JONATHAN COLBECK wired
5 \$1,700 via Western Union to defendant WILLEMS' wife in Rio de
6 Janeiro, Brazil.

7 127. On September 24, 2009, using coded language in an e-
8 mail communication, defendant BRIAN COLBECK told defendant
9 JONATHAN COLBECK that he had made a controlled substances payment
10 of \$151.95 via PayPal.

11 128. On September 25, 2009, defendants WILLEMS and EVRON
12 agreed to ship one-half ounce of marijuana, one-eighth ounce of
13 marijuana, and two vials of marijuana oil to the UC in Los
14 Angeles, California, in exchange for \$288, \$189, and \$120,
15 respectively, all to be paid in cash and sent by mail to B.C. at
16 a post office box in Center Point, Iowa.

17 129. On September 25, 2009, using coded language in an
18 e-mail communication, defendant WILLEMS asked defendant JONATHAN
19 COLBECK to send \$450 to an unindicted controlled substances
20 supplier at a post office box in Bristol, New Hampshire.

21 130. On September 26, 2009, using coded language in an
22 e-mail communication, defendant JONATHAN COLBECK told defendants
23 WILLEMS and EVRON that he had received a total of \$1,580 in cash
24 for 12 different controlled substances orders, including cash
25 payments from the UC sent on September 21, 2009.

26 131. On September 28, 2009, using coded language in an
27 e-mail communication, defendant JONATHAN COLBECK told defendant
28 WILLEMS that, later that day, he would wire \$1,950 via Western

1 Union to defendant WILLEMS' wife in Rio de Janeiro, Brazil.

2 132. On September 28, 2009, defendant JONATHAN COLBECK wired
3 \$1,900 via Western Union to defendant WILLEMS' wife in Rio de
4 Janeiro, Brazil.

5 133. On September 28, 2009, using coded language in an
6 e-mail communication, defendant JONATHAN COLBECK confirmed to
7 defendant WILLEMS that he had wire transferred \$1,900 to
8 defendant WILLEMS' wife in Rio de Janeiro, Brazil, and asked
9 whether he should mail or wire transfer an additional \$1,400 that
10 arrived that day.

11 134. On October 6, 2009, defendants WILLEMS and EVRON agreed
12 to supply B.L., who was then 19 years old, one ounce of marijuana
13 for shipment to Vero Beach, Florida.

14 135. On October 10, 2009, using coded language in an e-mail
15 communication, defendant WILLEMS asked defendant JONATHAN COLBECK
16 to send \$615 to an unindicted controlled substances supplier in
17 Pennsylvania.

18 136. On October 27, 2009, using coded language in an e-mail
19 communication, defendant BRIAN COLBECK told defendant JONATHAN
20 COLBECK that he owed \$742 for prior orders of marijuana.

21 137. On October 30, 2009, defendant JONATHAN COLBECK wired
22 \$2,000 via Western Union to defendant WILLEMS' wife in Rio de
23 Janeiro, Brazil.

24 138. On October 30, 2009, using coded language in an e-mail
25 communication, defendant JONATHAN COLBECK confirmed to defendant
26 WILLEMS that he had wire transferred \$2,000 to defendant WILLEMS'
27 wife in Rio de Janeiro, Brazil.

1 139. On November 2, 2009, using coded language in an e-mail
2 communication, defendant BIGRAS thanked defendant EVRON for
3 posting information on an Adamflowers forum about defendant
4 BIGRAS converting funds in PayPal to Pecunix for controlled
5 substances customers.

6 140. On November 7, 2009, using coded language in an e-mail
7 communication, defendant BRIAN COLBECK told defendant JONATHAN
8 COLBECK that he had mailed \$280 to a post office box in Atlanta,
9 Georgia, and included a letter stating that the cash was for two
10 one-half ounce orders of marijuana.

11 141. On November 9, 2009, defendant EVRON paid defendant
12 WILLEMS 211.0969 gold administration units, which was the
13 equivalent of 5,000 euros, via Pecunix.

14 142. On November 9, 2009, using coded language in a series
15 of e-mail communications and pursuant to defendant WILLEMS'
16 request, an unindicted co-conspirator in Panama provided
17 instructions to defendant WILLEMS about how he could load
18 approximately \$10,000 onto defendant WILLEMS' pre-paid debit card
19 by sending funds to Sovereign Management and Legal, S.A., by way
20 of wire transfer to their bank in Budapest, Hungary.

21 143. On November 9, 2009, using coded language in an e-mail
22 communication, defendant BRIAN COLBECK asked defendant JONATHAN
23 COLBECK when his marijuana shipment would arrive and asked
24 defendant JONATHAN COLBECK to send marijuana edibles to an
25 address on Coldwater Island Drive in Coldwater, Michigan.

26 144. On November 10, 2009, using coded language in an e-mail
27 communication, defendant EVRON told the operators of a private
28 on-line club providing a website to its members for exchanging

1 electronic gold with each other that he and defendant WILLEMS
2 wanted to use the club to conduct transactions involving the sale
3 of marijuana, LSD, and other controlled substances.

4 145. On November 11, 2009, using coded language in an e-mail
5 communication, defendant JONATHAN COLBECK told defendant BRIAN
6 COLBECK that his order for marijuana edibles had been shipped to
7 an address on Senator Street in Detroit, Michigan.

8 146. On November 14, 2009, using coded language in an e-mail
9 communication, defendant EVRON told defendant WILLEMS that he had
10 devised a solution to ensure that controlled substances suppliers
11 were only paid for orders received by customers and that, when
12 coupled with an invoicing scheme he had created, they should
13 eliminate the loss of monies to external controlled substances
14 suppliers and controlled substances customers.

15 147. On November 17, 2009, using coded language in an e-mail
16 communication, defendant WILLEMS asked defendant JONATHAN COLBECK
17 to send \$1,150 to an unindicted controlled substances supplier in
18 Pennsylvania.

19 148. On November 18, 2009, using coded language in an e-mail
20 communication, defendant WILLEMS apologized to the UC for the
21 delay in shipping the UC's September 21, 2009 LSD order,
22 explained that they would resolve back orders of LSD soon, and
23 informed the UC that they would have a new on-line controlled
24 substances marketplace running in early 2010.

25 149. On November 20, 2009, using coded language in an e-mail
26 communication, defendant WILLEMS asked defendant JONATHAN COLBECK
27 to send \$1,500 to an unindicted controlled substances supplier.
28

1 139. On November 2, 2009, using coded language in an e-mail
2 communication, defendant BIGRAS thanked defendant EVRON for
3 posting information on an Adamflowers forum about defendant
4 BIGRAS converting funds in PayPal to Pecunia for controlled
5 substances customers.

6 140. On November 7, 2009, using coded language in an e-mail
7 communication, defendant BRIAN COLBECK told defendant JONATHAN
8 COLBECK that he had mailed \$280 to a post office box in Atlanta,
9 Georgia, and included a letter stating that the cash was for two
10 one-half ounce orders of marijuana.

11 141. On November 9, 2009, defendant EVRON paid defendant
12 WILLEMS 211.0960 gold administration units, which was the
13 equivalent of 5,000 euros, via Pecunia.

14 142. On November 9, 2009, using coded language in a series
15 of e-mail communications and pursuant to defendant WILLEMS'
16 request, an unindicted co-conspirator in Panama provided
17 instructions to defendant WILLEMS about how he could load
18 approximately \$10,000 onto defendant WILLEMS' pre-paid debit card
19 by sending funds to Sovereign Management and Legal, S.A., by way
20 of wire transfer to their bank in Budapest, Hungary.

21 143. On November 9, 2009, using coded language in an e-mail
22 communication, defendant BRIAN COLBECK asked defendant JONATHAN
23 COLBECK when his marijuana shipment would arrive and asked
24 defendant JONATHAN COLBECK to send marijuana edibles to an
25 address on Coldwater Island Drive in Coldwater, Michigan.

26 144. On November 10, 2009, using coded language in an e-mail
27 communication, defendant EVRON told the operators of a private
28 on line club providing a website to its members for exchanging

1 manner in which the on-line controlled substances marketplace
2 operated.

3 157. On December 7, 2009, using coded language in an e-mail
4 communication, defendants WILLEMS and EVRON told the UC that all
5 controlled substances orders had been shipped, including back
6 orders, and instructed the UC not to use a mail service that
7 requires the recipient to sign for the package for controlled
8 substances payments because their European cash recipients would
9 not sign for any packages.

10 158. On December 8, 2009, using coded language in an e-mail
11 communication, defendant JONATHAN COLBECK confirmed to defendant
12 WILLEMS that he had wire transferred \$2,500 to him and stated
13 that he still had \$700 in cash in his possession, but had not
14 received any cash orders that day.

15 159. On December 10, 2009, using coded language in an e-mail
16 communication, defendant WILLEMS told defendant JONATHAN COLBECK
17 to ship a controlled substances order to a customer in New Jersey
18 and advised defendant JONATHAN COLBECK that his share of the sale
19 would be \$219, which would be in his weekly payment.

20 160. On December 15, 2009, using coded language in an e-mail
21 communication, defendant EVRON told the UC they had to split the
22 UC's order for 500 hits of LSD into two orders and the remaining
23 200 hits they had yet to ship to the UC would be shipped the next
24 day or the day after.

25 161. On December 19, 2009, using coded language in an e-mail
26 communication, defendant JONATHAN COLBECK told defendant WILLEMS
27 that he would wire transfer \$2,500 to defendant WILLEMS the
28

1 139. On November 2, 2009, using coded language in an e-mail
2 communication, defendant BIGRAS thanked defendant EVRON for
3 posting information on an Adamflowers forum about defendant
4 BIGRAS converting funds in PayPal to Pecunix for controlled
5 substances customers.

6 140. On November 7, 2009, using coded language in an e-mail
7 communication, defendant BRIAN COLBECK told defendant JONATHAN
8 COLBECK that he had mailed \$280 to a post office box in Atlanta,
9 Georgia, and included a letter stating that the cash was for two
10 one-half ounce orders of marijuana.

11 141. On November 9, 2009, defendant EVRON paid defendant
12 WILLEMS 211.0069 gold administration units, which was the
13 equivalent of 5,000 euros, via Pecunix.

14 142. On November 9, 2009, using coded language in a series
15 of e-mail communications and pursuant to defendant WILLEMS'
16 request, an unindicted co-conspirator in Panama provided
17 instructions to defendant WILLEMS about how he could load
18 approximately \$10,000 onto defendant WILLEMS' pre paid debit card
19 by sending funds to Sovereign Management and Legal, S.A., by way
20 of wire transfer to their bank in Budapest, Hungary.

21 143. On November 9, 2009, using coded language in an e-mail
22 communication, defendant BRIAN COLBECK asked defendant JONATHAN
23 COLBECK when his marijuana shipment would arrive and asked
24 defendant JONATHAN COLBECK to send marijuana edibles to an
25 address on Coldwater Island Drive in Coldwater, Michigan.

26 144. On November 10, 2009, using coded language in an e-mail
27 communication, defendant EVRON told the operators of a private
28 on-line club providing a website to its members for exchanging

1 substances customers and asked defendant WILLEMS to let him know
2 if they were planning to stop discounting controlled substances
3 orders paid via Pecunix because doing so would cut into defendant
4 BIGRAS' profits.

5 167. On December 21, 2009, using coded language in an e-mail
6 communication, defendant BIGRAS told defendant EVRON that he had
7 lost \$300 in one transaction in which he converted funds in
8 PayPal to Pecunix for controlled substances customers and stated
9 that he believed he was providing a valuable service to their
10 community of on-line controlled substances dealers and
11 purchasers.

12 168. On December 21, 2009, using coded language in an e-mail
13 communication, defendant EVRON suggested to defendant WILLEMS
14 that defendant BIGRAS could become a PayPal receiver for their
15 on-line controlled substances marketplace.

16 169. On December 22, 2009, using coded language in an e-mail
17 communication, defendant WILLEMS told defendant JONATHAN COLBECK
18 that he was concerned about the amount of risk defendant JONATHAN
19 COLBECK was taking by both collecting and remitting controlled
20 substances proceeds to defendant WILLEMS and distributing
21 controlled substances for defendant WILLEMS.

22 170. On December 24, 2009, using coded language in an e-mail
23 communication, defendant BIGRAS told defendant EVRON that he
24 could accept PayPal payments from controlled substances
25 customers, charge a small commission, and then fund the remaining
26 amount to Pecunix for transfer to defendant WILLEMS.

27 171. On December 24, 2009, using coded language in an e-mail
28 communication, defendant JONATHAN COLBECK told defendant WILLEMS

1 manner in which the on-line controlled substances marketplace
2 operated.

3 157. On December 7, 2009, using coded language in an e-mail
4 communication, defendants WILLEMS and EVRON told the UC that all
5 controlled substances orders had been shipped, including back
6 orders, and instructed the UC not to use a mail service that
7 requires the recipient to sign for the package for controlled
8 substances payments because their European cash recipients would
9 not sign for any packages.

10 158. On December 8, 2009, using coded language in an e-mail
11 communication, defendant JONATHAN COLBECK confirmed to defendant
12 WILLEMS that he had wire transferred \$2,500 to him and stated
13 that he still had \$700 in cash in his possession, but had not
14 received any cash orders that day.

15 159. On December 10, 2009, using coded language in an e-mail
16 communication, defendant WILLEMS told defendant JONATHAN COLBECK
17 to ship a controlled substances order to a customer in New Jersey
18 and advised defendant JONATHAN COLBECK that his share of the sale
19 would be \$210, which would be in his weekly payment.

20 160. On December 15, 2009, using coded language in an e-mail
21 communication, defendant EVRON told the UC they had to split the
22 UC's order for 500 hits of LSD into two orders and the remaining
23 200 hits they had yet to ship to the UC would be shipped the next
24 day or the day after.

25 161. On December 19, 2009, using coded language in an e-mail
26 communication, defendant JONATHAN COLBECK told defendant WILLEMS
27 that he would wire transfer \$2,500 to defendant WILLEMS the
28

1 JONATHAN COLBECK that he needed a total of three-quarters of an
2 ounce of marijuana and that he would be sending defendant
3 JONATHAN COLBECK a controlled substances payment soon.

4 177. On December 31, 2009, using coded language in an e-mail
5 communication, defendant JONATHAN COLBECK told defendant WILLEMS
6 that he had wire transferred \$1,800 to defendant WILLEMS and had
7 not received any cash in the mail that day.

8 178. On January 4, 2010, using coded language in an e-mail
9 communication, defendant WILLEMS informed customers and
10 controlled substances sources of supply using his on-line
11 controlled substances marketplace that the marketplace had gross
12 sales in excess of \$500,000 during 2009; and defendant WILLEMS
13 advised the customers and suppliers that defendant EVRON had
14 developed a new way to operate the on-line marketplace featuring
15 improved security, better inventory management, current
16 controlled substances menus, and consolidated payment methods
17 even if customers ordered from multiple vendors, all of which
18 would replace their current system in the near future.

19 179. On January 4, 2010, using coded language in an e-mail
20 communication, defendant EVRON told the UC that, if the remaining
21 100 hits of LSD from the UC's September 21, 2009 order did not
22 arrive by the end of the week, the UC should send defendant EVRON
23 the order number and he would get the remaining LSD sent out.

24 180. On January 5, 2010, using coded language in an e-mail
25 communication, defendant EVRON received a confirmation of his
26 order of one-half ounce of marijuana to be delivered to his
27 address in Buenos Aires, Argentina.

1 181. On January 5, 2010, using coded language in an e-mail
2 communication, defendants WILLEMS and EVRON told customers of
3 Adamflowers that they were ready to transition to the TOR network
4 and provided customers with the TOR address of The Farmer's
5 Market.

6 182. On January 8, 2010, using coded language in an e-mail
7 communication, defendant EVRON told defendant WILLEMS why he did
8 not believe they should modify the pricing system for their
9 on-line controlled substances marketplace.

10 183. On January 10, 2010, using coded language in an e-mail
11 communication, defendant EVRON gave defendant BIGRAS instructions
12 on how to accept PayPal payments.

13 184. On January 13, 2010, using coded language in an e-mail
14 communication, defendant BIGRAS told defendant JONATHAN COLBECK
15 that he had funded defendant JONATHAN COLBECK's Pecunix account
16 with \$200.

17 185. On January 13, 2010, using coded language in an e-mail
18 communication, defendant WILLEMS told an unindicted co-
19 conspirator in Panama that she should have received a total of
20 \$1,631 via Western Union from individuals in Florida, Washington,
21 DC, Indiana, Georgia, Canada, and the United Kingdom; and
22 defendant WILLEMS asked the unindicted co-conspirator to load the
23 funds onto a pre-paid debit card account, bearing number ####-
24 ####-####-3101, in the name R.G.P.

25 186. On January 14, 2010, using coded language in an e-mail
26 communication, defendant WILLEMS informed customers and
27 controlled substances sources of supply using his on-line
28 controlled substances marketplace that he did not complete the

1 181. On January 5, 2010, using coded language in an e-mail
2 communication, defendants WILLEMS and EVRON told customers of
3 Adamflowers that they were ready to transition to the TOR network
4 and provided customers with the TOR address of The Farmer's
5 Market.

6 182. On January 8, 2010, using coded language in an e-mail
7 communication, defendant EVRON told defendant WILLEMS why he did
8 not believe they should modify the pricing system for their
9 on-line controlled substances marketplace.

10 183. On January 10, 2010, using coded language in an e-mail
11 communication, defendant EVRON gave defendant BIGRAS instructions
12 on how to accept PayPal payments.

13 184. On January 13, 2010, using coded language in an e-mail
14 communication, defendant BIGRAS told defendant JONATHAN COLBECK
15 that he had funded defendant JONATHAN COLBECK's Pecunix account
16 with \$200.

17 185. On January 13, 2010, using coded language in an e-mail
18 communication, defendant WILLEMS told an unindicted co-
19 conspirator in Panama that she should have received a total of
20 \$1,631 via Western Union from individuals in Florida, Washington,
21 DC, Indiana, Georgia, Canada, and the United Kingdom, and
22 defendant WILLEMS asked the unindicted co-conspirator to load the
23 funds onto a pre-paid debit card account, bearing number #####-
24 ####-####-3101, in the name R.G.P.

25 186. On January 14, 2010, using coded language in an e-mail
26 communication, defendant WILLEMS informed customers and
27 controlled substances sources of supply using his on-line
28 controlled substances marketplace that he did not complete the

1 181. On January 5, 2010, using coded language in an e-mail
2 communication, defendants WILLEMS and EVRON told customers of
3 Adamflowers that they were ready to transition to the TOR network
4 and provided customers with the TOR address of The Farmer's
5 Market.

6 182. On January 8, 2010, using coded language in an e-mail
7 communication, defendant EVRON told defendant WILLEMS why he did
8 not believe they should modify the pricing system for their
9 on-line controlled substances marketplace.

10 183. On January 10, 2010, using coded language in an e-mail
11 communication, defendant EVRON gave defendant BIGRAS instructions
12 on how to accept PayPal payments.

13 184. On January 13, 2010, using coded language in an e-mail
14 communication, defendant BIGRAS told defendant JONATHAN COLBECK
15 that he had funded defendant JONATHAN COLBECK's Pecunix account
16 with \$200.

17 185. On January 13, 2010, using coded language in an e-mail
18 communication, defendant WILLEMS told an unindicted co-
19 conspirator in Panama that she should have received a total of
20 \$1,631 via Western Union from individuals in Florida, Washington,
21 DC, Indiana, Georgia, Canada, and the United Kingdom; and
22 defendant WILLEMS asked the unindicted co-conspirator to lead the
23 funds onto a pre-paid debit card account, bearing number ####-
24 ####-####-0101, in the name R.G.P.

25 186. On January 14, 2010, using coded language in an e-mail
26 communication, defendant WILLEMS informed customers and
27 controlled substances sources of supply using his on-line
28 controlled substances marketplace that he did not complete the

1 199. On February 4, 2010, using coded language in an e-mail
2 communication, defendant WILLEMS told defendant EVRON that they
3 should send an e-mail to their customers advising the customers
4 that their European money collector and Western Union receiver
5 were apprehended by law enforcement in January 2010, which caused
6 their on-line controlled substances marketplace to change the
7 manner in which it handled the shipping of controlled substances
8 and receipt of controlled substances payments.

9 200. On February 5, 2010, using coded language in an e-mail
10 communication, defendant WILLEMS told an unindicted co-
11 conspirator in Panama that she should have received a total of
12 \$1,411 via Western Union from individuals in Florida, Colorado,
13 New Jersey, New York, and the United Kingdom; and defendant
14 WILLEMS asked the unindicted co-conspirator to load the funds
15 onto a pre-paid debit card, bearing account number ####-####-
16 ####-3101, in the name R.G.P.

17 201. On February 9, 2010, using coded language in an e-mail
18 communication, defendant EVRON told defendant WILLEMS that he had
19 repaired a few technical problems with the on-line controlled
20 substances marketplace's invoicing codes, added a listing for all
21 shipped orders, and updated information pertaining to Western
22 Union transfers.

23 202. On February 13, 2010, defendant JONATHAN COLBECK
24 received five pieces of mail sent from the Netherlands addressed
25 to "BJC and Associates" at a post office box in Vinton, Iowa.

26 203. On February 13, 2010, using coded language in a series
27 of e-mail communications, defendants EVRON and WILLEMS discussed
28 their respective responsibilities in the on-line controlled

1 substances marketplace and what percentage of the profits they
2 each took.

3 204. On February 15, 2010, using coded language in an e-mail
4 communication, defendant WILLEMS told defendant EVRON that he
5 wanted to receive 10% of the gross sales regardless of the system
6 they used to distribute controlled substances, that he would be
7 available to assist in maintaining and growing their controlled
8 substances distribution business, and that defendant EVRON would
9 be responsible for handling the financial aspects of their
10 controlled substances distribution business.

11 205. On February 15, 2010, using coded language in an e-mail
12 communication, defendant EVRON told defendant WILLEMS that he was
13 going to change the passwords on the Pecunix, iGolder, and United
14 States cash accounts in order to enhance security in light of
15 their recent change in responsibilities concerning the on-line
16 controlled substances marketplace.

17 206. On February 16, 2010, using coded language in an e-mail
18 communication, defendant JONATHAN COLBECK directed a controlled
19 substances customer ordering marijuana to make a payment via
20 PayPal at defendant JONATHAN COLBECK's e-mail address and make a
21 cash payment to "BGC" at a post office box in Center Point, Iowa.

22 207. On February 16, 2010, using coded language in an e-mail
23 communication, defendant EVRON apologized to the UC for the delay
24 in shipping the remaining 100 hits of LSD they owed the UC from
25 his September 21, 2009 order and told the UC that defendant
26 WILLEMS was handling outstanding controlled substances orders.

27 208. On February 16, 2010, using coded language in an e-mail
28 communication, defendant WILLEMS apologized to the UC for the

1 delay in shipping the remaining 100 hits of LSD they owed the UC
2 from his September 21, 2009 order, offered to send the UC the 100
3 hits of LSD at the price of the insurance normally offered for
4 controlled substances orders, and directed the UC to send the
5 money via Western Union to B.P. in Budapest, Hungary.

6 209. On February 16, 2010, using coded language in an e-mail
7 communication, defendant WILLEMS told defendant JONATHAN COLBECK
8 that he directed cash-paying controlled substances customers to
9 mail cash payments to "GBC" at a post office box in Walker, Iowa.

10 210. On February 16, 2010, using coded language in an e-mail
11 communication, defendant JONATHAN COLBECK informed defendant
12 WILLEMS that he had collected 16 letters containing cash payments
13 for controlled substances that day and he had \$1,500 and 70 euros
14 in his possession.

15 211. On February 18, 2010, using coded language in an on-
16 line communication, defendant BIGRAS posted a message to a forum
17 on The Farmer's Market providing instructions on how to make
18 controlled substances payments via PayPal.

19 212. On February 21, 2010, using coded language in a series
20 of e-mail communications, defendant JONATHAN COLBECK told
21 defendant BRIAN COLBECK to start selling LSD for between \$12 and
22 \$15 per hit in order to maximize defendant BRIAN COLBECK's
23 investment and gave defendant BRIAN COLBECK pricing information
24 for additional controlled substances.

25 213. On February 22, 2010, using coded language in a series
26 of e-mail communications, defendant BRIAN COLBECK told defendant
27 JONATHAN COLBECK that he would have a \$300 payment for LSD for
28 him in a few days.

1 181. On January 5, 2010, using coded language in an e-mail
2 communication, defendants WILLEMS and EVRON told customers of
3 Adamflowers that they were ready to transition to the TOR network
4 and provided customers with the TOR address of The Farmer's
5 Market.

6 182. On January 8, 2010, using coded language in an e-mail
7 communication, defendant EVRON told defendant WILLEMS why he did
8 not believe they should modify the pricing system for their
9 on-line controlled substances marketplace.

10 183. On January 10, 2010, using coded language in an e-mail
11 communication, defendant EVRON gave defendant BIGRAS instructions
12 on how to accept PayPal payments.

13 184. On January 10, 2010, using coded language in an e-mail
14 communication, defendant BIGRAS told defendant JONATHAN COLBECK
15 that he had funded defendant JONATHAN COLBECK's Pecunix account
16 with \$200.

17 185. On January 13, 2010, using coded language in an e-mail
18 communication, defendant WILLEMS told an unindicted co-
19 conspirator in Panama that she should have received a total of
20 \$1,601 via Western Union from individuals in Florida, Washington,
21 DC, Indiana, Georgia, Canada, and the United Kingdom; and
22 defendant WILLEMS asked the unindicted co-conspirator to lead the
23 funds onto a pre-paid debit card account, bearing number ####-
24 ####-3101, in the name R.G.P.

25 186. On January 14, 2010, using coded language in an e-mail
26 communication, defendant WILLEMS informed customers and
27 controlled substances sources of supply using his on-line
28 controlled substances marketplace that he did not complete the

1 substances marketplace and what percentage of the profits they
2 each took.

3 204. On February 15, 2010, using coded language in an e-mail
4 communication, defendant WILLEMS told defendant EVRON that he
5 wanted to receive 10% of the gross sales regardless of the system
6 they used to distribute controlled substances, that he would be
7 available to assist in maintaining and growing their controlled
8 substances distribution business, and that defendant EVRON would
9 be responsible for handling the financial aspects of their
10 controlled substances distribution business.

11 205. On February 15, 2010, using coded language in an e-mail
12 communication, defendant EVRON told defendant WILLEMS that he was
13 going to change the passwords on the Redunix, iGolder, and United
14 States cash accounts in order to enhance security in light of
15 their recent change in responsibilities concerning the on line
16 controlled substances marketplace.

17 206. On February 15, 2010, using coded language in an e-mail
18 communication, defendant JONATHAN COLBECK directed a controlled
19 substances customer ordering marijuana to make a payment via
20 PayPal at defendant JONATHAN COLBECK's e-mail address and make a
21 cash payment to "BGC" at a post office box in Center Point, Iowa.

22 207. On February 16, 2010, using coded language in an e-mail
23 communication, defendant EVRON apologized to the UC for the delay
24 in shipping the remaining 100 hits of LSD they owed the UC from
25 his September 21, 2009 order and told the UC that defendant
26 WILLEMS was handling outstanding controlled substances orders.

27 208. On February 16, 2010, using coded language in an e mail
28 communication, defendant WILLEMS apologized to the UC for the

1 181. On January 5, 2010, using coded language in an e-mail
2 communication, defendants WILLEMS and EVRON told customers of
3 Adamflowers that they were ready to transition to the TOR network
4 and provided customers with the TOR address of The Farmer's
5 Market.

6 182. On January 8, 2010, using coded language in an e-mail
7 communication, defendant EVRON told defendant WILLEMS why he did
8 not believe they should modify the pricing system for their
9 on-line controlled substances marketplace.

10 183. On January 10, 2010, using coded language in an e-mail
11 communication, defendant EVRON gave defendant BIGRAS instructions
12 on how to accept PayPal payments.

13 184. On January 13, 2010, using coded language in an e-mail
14 communication, defendant BIGRAS told defendant JONATHAN COLBECK
15 that he had funded defendant JONATHAN COLBECK's Pecunix account
16 with \$200.

17 185. On January 13, 2010, using coded language in an e-mail
18 communication, defendant WILLEMS told an unindicted co-
19 conspirator in Panama that she should have received a total of
20 \$1,631 via Western Union from individuals in Florida, Washington,
21 DC, Indiana, Georgia, Canada, and the United Kingdom; and
22 defendant WILLEMS asked the unindicted co-conspirator to load the
23 funds onto a pre-paid debit card account, bearing number ####-
24 ####-####-3101, in the name R.G.P.

25 186. On January 14, 2010, using coded language in an e-mail
26 communication, defendant WILLEMS informed customers and
27 controlled substances sources of supply using his on-line
28 controlled substances marketplace that he did not complete the

1 defendant RAWLS would be wiring defendant WILLEMS \$20,000 the
2 upcoming week.

3 232. On March 26, 2010, using coded language in an e-mail
4 communication, defendant MATZEK told defendant WILLEMS that he
5 had received his order for one ounce of marijuana shipped to SUNY
6 Fredonia, Hemingway Hall, Fredonia, New York.

7 233. On March 30, 2010, using coded language in an e-mail
8 communication, defendant BIGRAS told defendant EVRON that,
9 between February 24 and March 29, 2010, he had sent five wire
10 transfers totaling 5,187 euros, which was the equivalent of
11 \$7,333, to Sovereign Management and Legal, S.A., in Panama City,
12 Panama, via Bank of America

13 234. On April 4, 2010, using coded language in a series of
14 e-mail communications, defendant JONATHAN COLBECK told defendant
15 BRIAN COLBECK to mail three different LSD orders totaling 20 hits
16 to addresses in Minnesota, Alabama, and New Jersey.

17 235. On April 5, 2010, using coded language in an e-mail
18 communication, defendant WILLEMS told defendant EVRON that
19 defendant RAWLS had wired 4,205.13 euros, which was the
20 equivalent of \$5,887.93, to defendant EVRON that day and intended
21 to send one additional wire and one Pecunix transfer that week.

22 236. On April 7, 2010, defendant EVRON, via Pecunix,
23 transferred 54.8418 gold administration units, which was the
24 equivalent of \$2,000, from keysh@hush.ai into a business account
25 in the name evronm@dtcinc.net.

26 237. On April 8, 2010, using coded language in an e-mail
27 communication, defendant EVRON advised an unidentified controlled
28 substances customer that he operated The Farmer's Market and

1 asked the customer to let him know what controlled substances he
2 may be interested in purchasing.

3 238. On April 12, 2010, using coded language in an e-mail
4 communication, defendant WILLEMS told defendant EVRON that
5 defendant RAWLS had wired 3,822.82 euros, which was the
6 equivalent of \$5,385.47.

7 239. On April 13, 2010, using coded language in an e-mail
8 communication, defendant WILLEMS told defendants EVRON and RAWLS
9 that he had received a transfer of 4,000 euros onto his pre-paid
10 debit card and asked defendant RAWLS for an address to which to
11 send defendant RAWLS' LSD.

12 240. On April 14, 2010, using coded language in an e-mail
13 communication, defendant RAWLS told defendant WILLEMS to ship LSD
14 to him at either Rebound Consulting on Highway 9 in Alpharette,
15 Georgia, or Creative Concepts Inbound on Jordan Court in
16 Alpharette, Georgia.

17 241. On April 18, 2010, using coded language in an e-mail
18 communication, defendant BIGRAS told defendant JONATHAN COLBECK
19 to mail marijuana resin to him at an address on Glencove Avenue
20 Northwest in Palm Bay, Florida.

21 242. On April 20, 2010, using coded language in an e-mail
22 communication, defendant JONATHAN COLBECK told defendant WILLEMS
23 that he wanted to provide defendant BRIAN COLBECK with LSD and
24 lower-quality marijuana to resell through his own on-line order
25 menu.

26 243. On April 21, 2010, using coded language in an e-mail
27 communication, defendant EVRON received a confirmation of his
28

1 asked the customer to let him know what controlled substances he
2 may be interested in purchasing.

3 238. On April 12, 2010, using coded language in an e-mail
4 communication, defendant WILLEMS told defendant EVRON that
5 defendant RAWLS had wired 3,822 82 euros, which was the
6 equivalent of \$5,385.47.

7 239. On April 12, 2010, using coded language in an e-mail
8 communication, defendant WILLEMS told defendants EVRON and RAWLS
9 that he had received a transfer of 4,000 euros onto his pre-paid
10 debit card and asked defendant RAWLS for an address to which to
11 send defendant RAWLS' LSD.

12 240. On April 14, 2010, using coded language in an e-mail
13 communication, defendant RAWLS told defendant WILLEMS to ship LSD
14 to him at either Robound Consulting on Highway 9 in Alpharette,
15 Georgia, or Creative Concepts Inbound on Jordan Court in
16 Alpharette, Georgia.

17 241. On April 18, 2010, using coded language in an e-mail
18 communication, defendant BIGRAS told defendant JONATHAN COLBECK
19 to mail marijuana resin to him at an address on Glencove Avenue
20 Northwest in Palm Bay, Florida.

21 242. On April 20, 2010, using coded language in an e-mail
22 communication, defendant JONATHAN COLBECK told defendant WILLEMS
23 that he wanted to provide defendant BRIAN COLBECK with LSD and
24 lower-quality marijuana to resell through his own on-line order
25 menu.

26 243. On April 21, 2010, using coded language in an e-mail
27 communication, defendant EVRON received a confirmation of his
28

1 asked the customer to let him know what controlled substances he
2 may be interested in purchasing.

3 238. On April 12, 2010, using coded language in an e-mail
4 communication, defendant WILLEMS told defendant EVRON that
5 defendant RAWLS had wired 3,022.82 euros, which was the
6 equivalent of \$5,085.47.

7 239. On April 13, 2010, using coded language in an e-mail
8 communication, defendant WILLEMS told defendants EVRON and RAWLS
9 that he had received a transfer of 4,000 euros onto his pre paid
10 debit card and asked defendant RAWLS for an address to which to
11 send defendant RAWLS' LSD.

12 240. On April 14, 2010, using coded language in an e-mail
13 communication, defendant RAWLS told defendant WILLEMS to ship LSD
14 to him at either Rebound Consulting on Highway 2 in Alpharette,
15 Georgia, or Creative Concepts Inbound on Jordan Court in
16 Alpharette, Georgia.

17 241. On April 18, 2010, using coded language in an e-mail
18 communication, defendant BEGRAS told defendant JONATHAN COLBECK
19 to mail marijuana resin to him at an address on Glencove Avenue
20 Northwest in Palm Bay, Florida.

21 242. On April 20, 2010, using coded language in an e-mail
22 communication, defendant JONATHAN COLBECK told defendant WILLEMS
23 that he wanted to provide defendant BRIAN COLBECK with LSD and
24 lower-quality marijuana to resell through his own on-line order
25 menu.

26 243. On April 21, 2010, using coded language in an e-mail
27 communication, defendant EVRON received a confirmation of his
28

1 asked the customer to let him know what controlled substances he
2 may be interested in purchasing.

3 238. On April 12, 2010, using coded language in an e-mail
4 communication, defendant WILLEMS told defendant EVRON that
5 defendant RAWLS had wired 3,822.82 euros, which was the
6 equivalent of \$5,385.47.

7 239. On April 13, 2010, using coded language in an e-mail
8 communication, defendant WILLEMS told defendants EVRON and RAWLS
9 that he had received a transfer of 4,000 euros onto his pre-paid
10 debit card and asked defendant RAWLS for an address to which to
11 send defendant RAWLS' LSD.

12 240. On April 14, 2010, using coded language in an e-mail
13 communication, defendant RAWLS told defendant WILLEMS to ship LSD
14 to him at either Rebound Consulting on Highway 9 in Alpharette,
15 Georgia, or Creative Concepts Inbound on Jordan Court in
16 Alpharette, Georgia.

17 241. On April 15, 2010, using coded language in an e-mail
18 communication, defendant BIGRAS told defendant JONATHAN COLBECK
19 to mail marijuana resin to him at an address on Glencove Avenue
20 Northwest in Palm Bay, Florida.

21 242. On April 20, 2010, using coded language in an e-mail
22 communication, defendant JONATHAN COLBECK told defendant WILLEMS
23 that he wanted to provide defendant BRIAN COLBECK with LSD and
24 lower-quality marijuana to resell through his own on-line order
25 menu.

26 243. On April 21, 2010, using coded language in an e-mail
27 communication, defendant EVRON received a confirmation of his
28

1 258. On May 10, 2010, using coded language in an e-mail
2 communication, defendant RAWLS told defendant WILLEMS that he had
3 received 500 hits of LSD contained in one envelope.

4 259. On May 10, 2010, using coded language in an e-mail
5 communication, defendant WILLEMS told an unindicted co-
6 conspirator that the address to send cash payment for the
7 unindicted co-conspirator's order was in Center Point, Iowa.

8 260. On May 11, 2010, using coded language in an e-mail
9 communication, defendant WILLEMS told defendant BIGRAS that he
10 had received defendant BIGRAS' order for one and one-half ounces
11 of marijuana to be shipped to an address on Glencove Avenue
12 Northwest in Palm Bay, Florida.

13 261. On May 11, 2010, using coded language in an e-mail
14 communication, defendant BRIAN COLBECK asked defendant JONATHAN
15 COLBECK whether half ounces of marijuana sold for \$110 and
16 whether he owed defendant JONATHAN COLBECK another \$110 for two
17 orders.

18 262. On May 13, 2010, using coded language in an e-mail
19 communication, defendant WILLEMS told an unindicted co-
20 conspirator in Panama that she should have received a total of
21 \$4,227 via Western Union from individuals in Louisiana, Texas,
22 Wisconsin, Massachusetts, Pennsylvania, New Jersey, Oklahoma,
23 Mexico, Sweden, Ireland, the United Kingdom, and the Philippines;
24 and defendant WILLEMS asked the unindicted coconspirator to load
25 the funds onto a pre-paid debit card, bearing account number
26 ####-####-####-3101, in the name R.G.P.

27 263. On May 19, 2010, using coded language in an e-mail
28 communication, an unindicted co-conspirator in Panama told

1 258. On May 10, 2010, using coded language in an e-mail
2 communication, defendant PAWLS told defendant WILLEMS that he had
3 received 560 hits of LSD contained in one envelope.

4 259. On May 10, 2010, using coded language in an e-mail
5 communication, defendant WILLEMS told an unindicted co-
6 conspirator that the address to send cash payment for the
7 unindicted co-conspirator's order was in Center Point, Iowa.

8 260. On May 11, 2010, using coded language in an e-mail
9 communication, defendant WILLEMS told defendant BIGRAS that he
10 had received defendant BIGRAS' order for one and one-half ounces
11 of marijuana to be shipped to an address on Glencove Avenue
12 Northwest in Palm Bay, Florida.

13 261. On May 11, 2010, using coded language in an e-mail
14 communication, defendant BRIAN COLBECK asked defendant JONATHAN
15 COLBECK whether half ounces of marijuana sold for \$110 and
16 whether he owed defendant JONATHAN COLBECK another \$110 for two
17 orders.

18 262. On May 13, 2010, using coded language in an e-mail
19 communication, defendant WILLEMS told an unindicted co-
20 conspirator in Panama that she should have received a total of
21 \$4,227 via Western Union from individuals in Louisiana, Texas,
22 Wisconsin, Massachusetts, Pennsylvania, New Jersey, Oklahoma,
23 Mexico, Sweden, Ireland, the United Kingdom, and the Philippines;
24 and defendant WILLEMS asked the unindicted coconspirator to load
25 the funds onto a pre-paid debit card, bearing account number
26 ####-####-#### 3101, in the name R.G.P.

27 263. On May 19, 2010, using coded language in an e-mail
28 communication, an unindicted co-conspirator in Panama told

1 asked the customer to let him know what controlled substances he
2 may be interested in purchasing.

3 238. On April 12, 2010, using coded language in an e-mail
4 communication, defendant WILLEMS told defendant EVRON that
5 defendant RAWLS had wired 3,822.82 euros, which was the
6 equivalent of \$5,385.47

7 239. On April 13, 2010, using coded language in an e-mail
8 communication, defendant WILLEMS told defendants EVRON and RAWLS
9 that he had received a transfer of 4,000 euros onto his pre-paid
10 debit card and asked defendant RAWLS for an address to which to
11 send defendant RAWLS' LSD.

12 240. On April 14, 2010, using coded language in an e-mail
13 communication, defendant RAWLS told defendant WILLEMS to ship LSD
14 to him at either Rebound Consulting on Highway 9 in Alpharette,
15 Georgia, or Creative Concepts Inbound on Jordan Court in
16 Alpharette, Georgia

17 241. On April 18, 2010, using coded language in an e-mail
18 communication, defendant BIGRAS told defendant JONATHAN COLBECK
19 to mail marijuana resin to him at an address on Glencove Avenue
20 Northwest in Palm Bay, Florida.

21 242. On April 20, 2010, using coded language in an e-mail
22 communication, defendant JONATHAN COLBECK told defendant WILLEMS
23 that he wanted to provide defendant BRIAN COLBECK with LSD and
24 lower-quality marijuana to resell through his own on-line order
25 menu.

26 243. On April 21, 2010, using coded language in an e-mail
27 communication, defendant EVRON received a confirmation of his
28

1 asked the customer to let him know what controlled substances he
2 may be interested in purchasing.

3 238. On April 12, 2010, using coded language in an e-mail
4 communication, defendant WILLEMS told defendant EVRON that
5 defendant RAWLS had wired 3,822.82 euros, which was the
6 equivalent of \$5,385.47.

7 239. On April 13, 2010, using coded language in an e-mail
8 communication, defendant WILLEMS told defendants EVRON and RAWLS
9 that he had received a transfer of 4,000 euros onto his pre-paid
10 debit card and asked defendant RAWLS for an address to which to
11 send defendant RAWLS' LSD.

12 240. On April 14, 2010, using coded language in an e mail
13 communication, defendant RAWLS told defendant WILLEMS to ship LSD
14 to him at either Rebound Consulting on Highway 9 in Alpharette,
15 Georgia, or Creative Concepts Inbound on Jordan Court in
16 Alpharette, Georgia.

17 241. On April 18, 2010, using coded language in an e-mail
18 communication, defendant BIGRAS told defendant JONATHAN COLBECK
19 to mail marijuana resin to him at an address on Glencove Avenue
20 Northwest in Palm Bay, Florida.

21 242. On April 20, 2010, using coded language in an e-mail
22 communication, defendant JONATHAN COLBECK told defendant WILLEMS
23 that he wanted to provide defendant BRIAN COLBECK with LSD and
24 lower-quality marijuana to resell through his own on-line order
25 menu.

26 243. On April 21, 2010, using coded language in an e-mail
27 communication, defendant EVRON received a confirmation of his
28

1 asked the customer to let him know what controlled substances he
2 may be interested in purchasing.

3 238. On April 12, 2010, using coded language in an e-mail
4 communication, defendant WILLEMS told defendant EVRON that
5 defendant RAWLS had wired 3,822.82 euros, which was the
6 equivalent of \$5,325.47.

7 239. On April 13, 2010, using coded language in an e-mail
8 communication, defendant WILLEMS told defendants EVRON and RAWLS
9 that he had received a transfer of 4,000 euros onto his pre-paid
10 debit card and asked defendant RAWLS for an address to which to
11 send defendant RAWLS' LSD.

12 240. On April 14, 2010, using coded language in an e-mail
13 communication, defendant RAWLS told defendant WILLEMS to ship LSD
14 to him at either Rebound Consulting on Highway 9 in Alpharette,
15 Georgia, or Creative Concepts Inbound on Jordan Court in
16 Alpharette, Georgia.

17 241. On April 18, 2010, using coded language in an e-mail
18 communication, defendant BIGRAS told defendant JONATHAN COLBECK
19 to mail marijuana resin to him at an address on Glencove Avenue
20 Northwest in Palm Bay, Florida.

21 242. On April 20, 2010, using coded language in an e-mail
22 communication, defendant JONATHAN COLBECK told defendant WILLEMS
23 that he wanted to provide defendant BRIAN COLBECK with LSD and
24 lower-quality marijuana to resell through his own on-line order
25 menu.

26 243. On April 21, 2010, using coded language in an e-mail
27 communication, defendant EVRON received a confirmation of his
28

1 258. On May 10, 2010, using coded language in an e-mail
2 communication, defendant RAWLS told defendant WILLEMS that he had
3 received 500 hits of LSD contained in one envelope.

4 259. On May 10, 2010, using coded language in an e-mail
5 communication, defendant WILLEMS told an unindicted co-
6 conspirator that the address to send cash payment for the
7 unindicted co-conspirator's order was in Center Point, Iowa.

8 260. On May 11, 2010, using coded language in an e-mail
9 communication, defendant WILLEMS told defendant BIGRAS that he
10 had received defendant BIGRAS' order for one and one-half ounces
11 of marijuana to be shipped to an address on Glencove Avenue
12 Northwest in Palm Bay, Florida.

13 261. On May 11, 2010, using coded language in an e-mail
14 communication, defendant BRIAN COLBECK asked defendant JONATHAN
15 COLBECK whether half ounces of marijuana sold for \$110 and
16 whether he owed defendant JONATHAN COLBECK another \$110 for two
17 orders.

18 262. On May 13, 2010, using coded language in an e-mail
19 communication, defendant WILLEMS told an unindicted co-
20 conspirator in Panama that she should have received a total of
21 \$4,227 via Western Union from individuals in Louisiana, Texas,
22 Wisconsin, Massachusetts, Pennsylvania, New Jersey, Oklahoma,
23 Mexico, Sweden, Ireland, the United Kingdom, and the Philippines;
24 and defendant WILLEMS asked the unindicted coconspirator to load
25 the funds onto a pre-paid debit card, bearing account number
26 ####-####-####-3101, in the name R.G.P.

27 263. On May 19, 2010, using coded language in an e-mail
28 communication, an unindicted co-conspirator in Panama told

1 proceeds of specified unlawful activity, that is, conspiracy to
2 distribute controlled substances, in violation of Title 21,
3 United States Code, Section 846, all in violation of Title 18,
4 United States Code, Section 1956(a)(2)(B)(i).

5 B. MEANS BY WHICH THE OBJECTS OF THE CONSPIRACY WERE TO BE
6 ACCOMPLISHED

7 The objects of the conspiracy were to be accomplished in
8 substance as follows:

9 1-25. The Grand Jury re-alleges and incorporates by
10 reference as if fully set forth herein paragraphs 1 through 25 of
11 Section B of Count One setting forth the means of the conspiracy
12 charged in Count One.

13 C. OVERT ACTS

14 In furtherance of the conspiracy, and to accomplish the
15 objects of the conspiracy, the defendants, and others known and
16 unknown to the Grand Jury, committed various overt acts within
17 the Central District of California, and elsewhere, including but
18 not limited to the following:

19 1-284. The Grand Jury re-alleges and incorporates by
20 reference as if fully set forth herein paragraphs 1 through 284
21 of Section C of Count One, setting forth the overt acts of the
22 conspiracy charged in Count One.

COUNTS THREE through ELEVEN

[21 U.S.C. §§ 841(a)(1), (b)(1)(A)(v), (b)(1)(B)(v), (b)(1)(C);
18 U.S.C. § 2]

On or about the dates set forth below, in Los Angeles County, within the Central District of California, and elsewhere, defendants MARC PETER WILLEMS, also known as ("aka") "Adam," aka "Ruby" ("WILLEMS"), MICHAEL EVRON, aka "Keysh" ("EVRON"), JONATHAN COLBECK, aka "Jay," aka "djsfishin" ("JONATHAN COLBECK"), RYAN RAWLS, aka "jootgatter" ("RAWLS"), and BRIAN COLBECK, aka "brnytrbl" ("BRIAN COLBECK") as set forth below, knowingly and intentionally distributed, and aided, abetted, counseled, commanded, induced, and procured the distribution of, the following quantities of a mixture and substance containing a detectable amount of lysergic acid diethylamide ("LSD"), a Schedule I controlled substance.

| <u>COUNT</u> | <u>DATE</u> | <u>DEFENDANTS</u> | <u>AMOUNT</u> |
|--------------|-------------|-------------------|--|
| THREE | 3/27/2009 | WILLEMS and EVRON | .4 grams |
| FOUR | 4/21/2009 | WILLEMS and EVRON | at least one gram, that is, approximately 1.5 grams |
| FOUR | 4/21/2009 | WILLEMS and EVRON | at least one gram, that is, approximately 1.5 grams |
| FOUR | 4/21/2009 | WILLEMS and EVRON | at least one gram, that is, approximately 1.5 grams |
| SEVEN | 12/15/2009 | WILLEMS and EVRON | at least one gram, that is, approximately 2.11 grams |

| | | | |
|--------|------------|---|---|
| FOUR | 5/7/2010 | WILLEMS and EVRON | at least one gram, that is, approximately 1.5 grams |
| NINE | 10/14/2010 | WILLEMS and EVRON | .4 grams |
| FOUR | 5/7/2010 | WILLEMS, EVRON, RAWLS, and BRIAN COLBECK | at least one gram, that is, approximately 1.5 grams |
| ELEVEN | 8/29/2011 | WILLEMS, EVRON, RAWLS, and JONATHAN COLBECK | at least 10 grams, that is, approximately 31.7 grams |

proceeds of specified unlawful activity, that is, conspiracy to distribute controlled substances, in violation of Title 21, United States Code, Section 846, all in violation of Title 18, United States Code, Section 1956(a)(2)(B)(i).

D. MEANS BY WHICH THE OBJECTS OF THE CONSPIRACY WERE TO BE ACCOMPLISHED

The objects of the conspiracy were to be accomplished in substance as follows:

1-25. The Grand Jury re-alleges and incorporates by reference as if fully set forth herein paragraphs 1 through 25 of Section B of Count One setting forth the means of the conspiracy charged in Count One.

C. OVERT ACTS

In furtherance of the conspiracy, and to accomplish the objects of the conspiracy, the defendants, and others known and unknown to the Grand Jury, committed various overt acts within the Central District of California, and elsewhere, including but not limited to the following:

1-284. The Grand Jury re-alleges and incorporates by reference as if fully set forth herein paragraphs 1 through 284 of Section C of Count One, setting forth the overt acts of the conspiracy charged in Count One.

FORFEITURE ALLEGATION

[21 U.S.C. § 853(a)]

1. The allegations contained in Counts One through Twelve of this Indictment are hereby repeated, realleged, and incorporated by reference herein as if fully set forth at length for the purpose of alleging criminal forfeiture pursuant to the provisions of Title 21, United States Code, Section 853.

Pursuant to Federal Rule of Criminal Procedure 32.2 and Title 21, United States Code, Section 853, each defendant, if convicted of one or more of the offenses charged in Counts One through Twelve of this Indictment, shall forfeit to the United States of America the following property:

a. All right, title, and interest in --

i. any and all property constituting, or derived from, any proceeds obtained, directly or indirectly, as a result of any of the offenses described in Counts One through Twelve; and

ii. any property, real or personal, used, or intended to be used, in any manner or part, to commit, or to facilitate the commission of, any of the offenses described in Counts One through Twelve;

b. A sum of money equal to the total value of the property described in paragraph 1(a).

2. Pursuant to Title 21, United States Code, Section 853(p), each defendant shall forfeit substitute property, up to the value of the total amount described in paragraph 1(a), if, as

1 proceeds of specified unlawful activity, that is, conspiracy to
2 distribute controlled substances, in violation of Title 21,
3 United States Code, Section 846, all in violation of Title 18,
4 United States Code, Section 1956(a)(2)(B)(i)

5 **B. MEANS BY WHICH THE OBJECTS OF THE CONSPIRACY WERE TO BE**
6 **ACCOMPLISHED**

7 The objects of the conspiracy were to be accomplished in
8 substance as follows:

9 1-25. The Grand Jury re-alleges and incorporates by
10 reference as if fully set forth herein paragraphs 1 through 25 of
11 Section B of Count One setting forth the means of the conspiracy
12 charged in Count One.

13 **C. OVERT ACTS**

14 In furtherance of the conspiracy, and to accomplish the
15 objects of the conspiracy, the defendants, and others known and
16 unknown to the Grand Jury, committed various overt acts within
17 the Central District of California, and elsewhere, including but
18 not limited to the following:

19 1-284. The Grand Jury re-alleges and incorporates by
20 reference as if fully set forth herein paragraphs 1 through 284
21 of Section C of Count One, setting forth the overt acts of the
22 conspiracy charged in Count One.