

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

<b>UNITED STATES OF AMERICA</b>	:	<b>CRIMINAL NO. 19-</b>
<b>v.</b>	:	<b>DATE FILED: May 9, 2019</b>
<b>MARK WAYNE RAMSEY</b> <b>a/k/a "Christian Ramsey"</b>	:	<b>VIOLATIONS:</b>
	:	<b>18 U.S.C. § 371 (conspiracy to commit securities fraud – 1 count)</b>
	:	<b>15 U.S.C. §§ 78j(b), 78ff, and 17 C.F.R. §§ 240.10b-5 and 240.10b5-2 (securities fraud – 4 counts)</b>
	:	<b>18 U.S.C. § 2 (aiding and abetting)</b>
	:	<b>Notice of forfeiture</b>

**INDICTMENT**

**COUNT ONE**

**THE GRAND JURY CHARGES THAT:**

At all times material to this Indictment:

1. Damilare Sonoiki, charged elsewhere, was an associate at a global investment bank with headquarters in New York, New York (hereinafter "Investment Bank"). Among other things, Investment Bank advised clients regarding potential mergers and acquisitions. Sonoiki worked in the technology, media and telecommunications group of Investment Bank. As an associate at Investment Bank, Sonoiki had a fiduciary duty to Investment Bank's clients to maintain the confidentiality of ongoing negotiations. Sonoiki also understood Investment Bank's prohibition on the purchase or sale of any security of an Investment Bank client while Investment Bank personnel possessed nonpublic information concerning such security or client.
2. Marvin Mychal Kendricks, charged elsewhere, was an acquaintance of Damilare Sonoiki. Kendricks played for the Philadelphia Eagles, a professional football franchise based in Philadelphia, Pennsylvania.

3. Defendant MARK WAYNE RAMSEY, a resident of Philadelphia, Pennsylvania, was a friend and roommate of Marvin Mychal Kendricks. Through Kendricks, defendant RAMSEY met Damilare Sonoiki.

4. OptionsXpress was a service of the Charles Schwab Corporation, a bank and brokerage firm based in San Francisco, California, that provided customers an electronic trading platform for investing in financial instruments, specializing in the trading of options contracts. A call option contract gives the owner the right to buy a specified amount of an underlying stock at a specified price (the “strike price”), before a specified date (the “expiration date”), after which the call option will expire and become worthless. The expiration date for all stock options expiring in a given month generally occurs on the third Friday of that month. A call option becomes more valuable as the price of the underlying stock increases relative to the strike price. A person who buys a call option typically believes that the price of the underlying stock will increase, and a person who buys a call option with a short-term expiration typically believes that the price of the underlying stock will increase in the short term.

5. The United States Securities and Exchange Commission (the “SEC”) was an independent agency of the United States which was charged by law with the duty of protecting investors by regulating and monitoring, among other things, the purchase and sale of publicly traded securities. Pursuant to the Securities Exchange Act of 1934, 15 U.S.C. § 78a, et seq., the SEC promulgated Rule 10b-5, 17 C.F.R. § 240.10b-5, which prohibits any act or omission resulting in fraud or deceit in connection with the purchase or sale of any security. Call option contracts are securities regulated by the SEC.

### **COMPUWARE ACQUISITION BY THOMA BRAVO**

6. Compuware Corporation (hereinafter “Compuware”) was a software company with headquarters in Detroit, Michigan. Compuware was a publicly-traded company, and Compuware stock was registered under Section 12(g) of the Securities Exchange Act of 1934 and was traded on the National Association of Securities Dealers Automated Quotations (“NASDAQ”) under the ticker symbol “CPWR.”

7. In or around July 2014, Compuware was in discussions with Thoma Bravo, a private equity firm, regarding a merger deal. Investment Bank represented Compuware in this transaction. Thoma Bravo was to acquire all of the publicly held shares of common stock of Compuware.

8. The merger discussions between Compuware and Thoma Bravo were material, nonpublic information.

9. On or about September 2, 2014, Thoma Bravo announced that it would acquire Compuware for \$2.5 billion. On August 29, 2014, the last trading day prior to this public announcement of the merger, Compuware common stock traded in the range of \$8.86 to \$8.99 per share. Following the merger announcement, Compuware shares rose to a high of \$10.20, an approximate 13.5 percent increase over the share price prior to the announcement.

### **MOVE ACQUISITION BY NEWS CORPORATION**

10. Move, Inc. (hereinafter “Move”) was a real estate listing company based in San Jose, California. Move was a publicly-traded company, and Move stock was registered under

Section 12(g) of the Securities Exchange Act of 1934 and was traded on the NASDAQ under the ticker symbol "MOVE."

11. In or around September 2014, Move was in discussions with News Corporation regarding a merger deal. Investment Bank represented News Corporation in this transaction. News Corporation was to acquire all of the publicly held shares of common stock of Move.

12. The merger discussions between Move and News Corporation were material, nonpublic information.

13. On or about September 30, 2014, News Corporation announced that it would acquire Move for \$950 million. The day prior to the public announcement of the merger, Move common stock traded in the range of \$14.73 to \$15.39 per share. Following the merger announcement, Move shares rose to a high of \$21.13, an approximate 37 percent increase over the share price prior to the announcement.

#### **SAPIENT ACQUISITION BY PUBLICIS**

14. Sapient Corporation (hereinafter "Sapient") was a marketing and consulting company based in Boston, Massachusetts. Sapient was a publicly-traded company, and Sapient stock was registered under Section 12(g) of the Securities Exchange Act of 1934 and was traded on the NASDAQ under the ticker symbol "SAPE."

15. In or around October 2014, Sapient was in discussions with Publicis Corporation (hereinafter "Publicis") regarding a merger deal. Investment Bank represented Sapient in this transaction. Publicis Corporation was to acquire all of the publicly held shares of common stock of Sapient.

16. The merger discussions between Sapiient and Publicis were material, nonpublic information.

17. On or about November 3, 2014, Publicis announced that it would acquire Sapiient for \$3.7 billion. On October 31, 2014, the last trading day prior to the public announcement of the merger, Sapiient common stock traded in the range of \$16.93 to \$17.66 per share. Following the merger announcement, Sapiient shares rose to a high of \$24.73, an approximate 40 percent increase over the share price prior to the announcement.

#### **OPLINK ACQUISITION BY KOCH INDUSTRIES**

18. Oplink Communications LLC (hereinafter "Oplink") was a company based in Fremont, California, that manufactured and sold optical components. Oplink was a publicly-traded company, and Oplink stock was registered under Section 12(g) of the Securities Exchange Act of 1934 and was traded on the NASDAQ under the ticker symbol "OPLK."

19. In or around October 2014, Oplink was in discussions with Molex, a subsidiary of Koch Industries, regarding a merger deal. Investment Bank represented Molex and Koch Industries in this transaction. Koch Industries was to acquire all of the publicly held shares of common stock of Oplink.

20. The merger discussions between Oplink and Molex and Koch Industries were material, nonpublic information.

21. On or about November 19, 2014, Koch Industries announced that it would acquire Oplink for \$445 million. The day prior to the public announcement of the merger, Oplink common stock traded in the range of \$21.18 to \$21.56 per share. Following the merger

announcement, Oplink shares rose to a high of \$24.22, an approximate 12 percent increase over the share price prior to the announcement.

### **THE CONSPIRACY**

22. From in or about July 2014 to in or about March 2015, in Philadelphia, in the Eastern District of Pennsylvania, and elsewhere, defendant

**MARK WAYNE RAMSEY**  
**a/k/a "Christian Ramsey"**

conspired and agreed with Damilare Sonoiki and Marvin Mychal Kendricks to commit an offense against the United States, that is, to commit securities fraud in violation of Title 15, United States Code, Sections 78j(b) and 78ff, and Title 17, Code of Federal Regulations, Sections 240.10b-5 and 240.10b5-2.

### **MANNER AND MEANS**

23. It was a part of the conspiracy that defendant MARK WAYNE RAMSEY, Damilare Sonoiki, and Marvin Mychal Kendricks, unlawfully, willfully and knowingly, directly and indirectly, by use of the means and instrumentalities of interstate commerce, and the facilities of national securities exchanges, would and did use and employ manipulative and deceptive devices and contrivances, in violation of Title 17, Code of Federal Regulations, Section 240.10b-5, by: (a) employing devices, schemes and artifices to defraud; (b) making untrue statements of material facts and omitting to state material facts necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading; and (c) engaging in acts, practices and courses of business which operated and would operate as a fraud and deceit upon any person, in connection with the purchase and sale of

a security, in violation of Title 15, United States Code, Sections 78j(b) and 78ff, and Title 17, Code of Federal Regulations, Section 240.10b-5.

24. It was further part of the conspiracy that, as detailed below, from at least on or about July 14, 2014, through at least on or about March 26, 2015, Damilare Sonoiki provided defendant MARK WAYNE RAMSEY and Marvin Mychal Kendricks, directly and indirectly, with information regarding Investment Bank clients, including material, nonpublic information about pending merger and acquisition deals.

25. It was further part of the conspiracy that defendant MARK WAYNE RAMSEY and Marvin Mychal Kendricks relied on the material, nonpublic information they received from Damilare Sonoiki to use Kendricks's OptionsXpress account to buy call option contracts in Compuware, Move, Sapiient, and Oplink, prior to the public merger announcements.

26. It was further part of the conspiracy that Marvin Mychal Kendricks gave defendant MARK WAYNE RAMSEY access to his account at OptionsXpress, including the password and any personal identification number ("PIN") that OptionsXpress sent to Kendricks's cell phone to complete a trade.

27. It was further part of the conspiracy that defendant MARK WAYNE RAMSEY and Marvin Mychal Kendricks used Kendricks's OptionsXpress account to sell call options contracts in Compuware, Move, Sapiient, and Oplink, for a substantial profit after the public merger announcements.

28. It was further part of the conspiracy that, in addition to using cellular telephone calls and text messages, Damilare Sonoiki communicated with defendant MARK WAYNE RAMSEY and Marvin Mychal Kendricks using FaceTime, a proprietary videotelephony product

of Apple, Inc. Sonoiki used FaceTime to share nonpublic information regarding Investment Bank clients in an attempt to avoid law enforcement detection.

29. It was further part of the conspiracy that Damilare Sonoiki communicated with defendant MARK WAYNE RAMSEY as a buffer to provide nonpublic information regarding Investment Bank clients to Marvin Mychal Kendricks. Defendant RAMSEY then used that information to make trades on behalf of Kendricks.

30. It was further part of the conspiracy that defendant MARK WAYNE RAMSEY and Marvin Mychal Kendricks made small, legitimate trades in Kendricks's OptionsXpress account to mask the success of the trades that they made based on nonpublic information provided by Damilare Sonoiki.

31. It was further part of the conspiracy that Marvin Mychal Kendricks provided defendant MARK WAYNE RAMSEY with cash and living expenses in return for defendant RAMSEY's trading in nonpublic information regarding Investment Bank clients.

32. The total amount of profit that Marvin Mychal Kendricks made as a result of trading in the options of Compuware, Move, Sapient, and Oplink was approximately \$1,198,075.

#### **OVERT ACTS**

In furtherance of the conspiracy and to accomplish its objective, defendant MARK WAYNE RAMSEY, Damilare Sonoiki, and Marvin Mychal Kendricks committed the following overt acts, among others, in the Eastern District of Pennsylvania and elsewhere:

1. On or about July 14, 2014, Damilare Sonoiki, having learned about the Compuware acquisition from others at Investment Bank, sent a text message to Marvin Mychal Kendricks asking defendant Kendricks to call him.



2. On or about July 19, 2014, Marvin Mychal Kendricks opened an account at OptionsXpress.

3. On or about July 24, 2014, Marvin Mychal Kendricks transferred \$80,000 from his brokerage account at UBS Financial Services, Inc., to his bank account at Wells Fargo. Kendricks then transferred \$80,000 from his Wells Fargo account into his account at OptionsXpress.

4. On or about July 30, 2014, Damilare Sonoiki logged into the OptionsXpress account of Marvin Mychal Kendricks and purchased 1,000 call option contracts to purchase Compuware by September 2014 for \$10 per share at a cost of \$21,535.60.

5. Between on or about August 1, 2014, and on or about August 5, 2014, Damilare Sonoiki accessed the OptionsXpress account of Marvin Mychal Kendricks and purchased an additional 1,400 call option contracts to purchase Compuware by September 2014 for \$10 per share at a total cost of \$30,147.18.

6. On or about August 15, 2014, Damilare Sonoiki accessed the OptionsXpress account of Marvin Mychal Kendricks and purchased an additional 150 call option contracts to purchase Compuware by November 2014 for \$9 per share at a total cost of \$8,480.06.

7. On or about September 2, 2014, after Thoma Bravo announced its intention to acquire Compuware, Damilare Sonoiki accessed the OptionsXpress account of Marvin Mychal Kendricks and sold all 2,550 of his call option contracts in Compuware, netting a total profit of \$78,423.

8. Beginning on or about August 5, 2014, and continuing to on or about August 19, 2014, OptionsXpress sent e-mails to Marvin Mychal Kendricks to determine whether there was

an unauthorized person making trades in Kendricks's account. OptionsXpress sent these e-mails to Kendricks because OptionsXpress identified an Internet Protocol ("IP") address in New York making trades on an account registered to Kendricks in Philadelphia. Having not gotten a response from Kendricks, by on or about September 4, 2014, OptionsXpress placed a restriction on Kendricks's account that prevented him from purchasing additional options contracts. On or about September 5, 2014, defendant MARK WAYNE RAMSEY and Kendricks placed a call to OptionsXpress on a recorded line to have OptionsXpress remove the trading restriction that OptionsXpress had earlier placed on the account. On this call, Kendricks said: "I am trying to get that [the block] lifted before the market closes. I really need to do that."

9. On or about September 9, 2014, defendant MARK WAYNE RAMSEY sent a text message to Marvin Mychal Kendricks stating: "Need the pin quickly."

10. On or about September 15, 2014, Damilare Sonoiki placed approximately three telephone calls to Marvin Mychal Kendricks. Later that same day, Kendricks sent a text to defendant MARK WAYNE RAMSEY stating: "delegation has been passed on to you." Defendant RAMSEY responded with his telephone number and FaceTime account name and told Kendricks: "I'll be expecting the call." Later that day, defendant RAMSEY and Sonoiki exchanged approximately five telephone calls.

11. On or about September 16, 2014, after a discussion with defendant MARK WAYNE RAMSEY, Marvin Mychal Kendricks transferred an additional \$80,000 into his account at OptionsXpress.

12. On or about September 16, 2014, defendant MARK WAYNE RAMSEY sent a text message to Damilare Sonoiki, stating: “OK, I’m headed back now, just call me, and I can writer [sic] it down and do it on his laptop.”

13. Between on or about September 8, 2014, and on or about September 23, 2014, defendant MARK WAYNE RAMSEY and Marvin Mychal Kendricks purchased call option contracts to purchase Move stock at a total cost of \$71,001.

14. On or about September 16, 2014, defendant MARK WAYNE RAMSEY sent a text message to Marvin Mychal Kendricks, stating: “I need the pin. I’m selling now.”

15. On or about September 16, 2014, defendant MARK WAYNE RAMSEY sent a text message to Damilare Sonoiki, stating: “It’s not allowing me to connect.” Sonoiki responded: “weird, I’ll just call.” Sonoiki and defendant RAMSEY exchanged four telephone calls over the course of the next fifteen minutes.

16. On or about September 16, 2014, defendant MARK WAYNE RAMSEY sold from the account of Marvin Mychal Kendricks Move options that were to expire on September 19, 2014. Defendant RAMSEY then purchased additional Move options that were to expire in October.

17. On or about October 3, 2014, defendant MARK WAYNE RAMSEY and Damilare Sonoiki exchanged four telephone calls between 10:06 a.m. and 10:15 a.m.

18. On or about October 2 and October 3, 2014, after News Corporation announced its intention to acquire Move, defendant MARK WAYNE RAMSEY accessed the OptionsXpress account of Marvin Mychal Kendricks and sold all of his option contracts in Move, netting a total profit of \$278,701.

19. On or about October 6, 2014, Damilare Sonoiki, having learned about the Sapient acquisition from others at Investment Bank, exchanged approximately seven telephone calls with defendant MARK WAYNE RAMSEY between 12:35 a.m. and 11:23 a.m.

20. Between on or about October 6, 2014, and on or about October 14, 2014, defendant MARK WAYNE RAMSEY accessed the OptionsXpress account of Marvin Mychal Kendricks and purchased call option contracts to purchase Sapient stock at a total cost of \$145,784.

21. On or about November 6, 2014, defendant MARK WAYNE RAMSEY called Damilare Sonoiki five times before 8:36 a.m. Sonoiki called defendant RAMSEY back at 8:36 a.m.

22. On or about November 6, 2014, after Publicis announced its intention to acquire Sapient, defendant MARK WAYNE RAMSEY accessed the OptionsXpress account of Marvin Mychal Kendricks and sold all of his option contracts in Sapient, netting a total profit of \$489,078.

23. On or about the morning of October 31, 2014, Damilare Sonoiki, having learned about the Oplink acquisition from others at Investment Bank, exchanged approximately four telephone calls with defendant MARK WAYNE RAMSEY.

24. On or about the morning of October 31, 2014, Damilare Sonoiki, having learned about the Oplink acquisition from others at Investment Bank, placed a telephone call to Marvin Mychal Kendricks.

25. Between on or about October 31, 2014, and on or about November 17, 2014, defendant MARK WAYNE RAMSEY accessed the OptionsXpress account of Marvin Mychal

Kendricks and purchased call option contracts to purchase Oplink stock at a total cost of \$446,387.

26. On or about November 16, 2014, Damilare Sonoiki called defendant MARK WAYNE RAMSEY. The following day, defendant MARK WAYNE RAMSEY accessed the OptionsXpress account of Marvin Mychal Kendricks to make the last purchase of call option contracts to purchase Oplink stock.

27. On or about November 21, 2014, and November 24, 2014, after Koch Industries announced its intention to acquire Oplink, defendant MARK WAYNE RAMSEY accessed the OptionsXpress account of Marvin Mychal Kendricks and sold all of his call option contracts in Oplink, netting a total profit of \$351,873.

28. On or about January 9, 2015, at the request of defendant MARK WAYNE RAMSEY, Marvin Mychal Kendricks wired \$15,000 to Person #1, known to the Grand Jury, to pay defendant RAMSEY for his trading on behalf of Kendricks by paying off a debt owed by defendant RAMSEY.

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

**COUNT TWO**

**THE GRAND JURY FURTHER CHARGES THAT:**

1. Paragraphs one through nine, 23 through 32, and overt acts one through seven and 28 of Count One are realleged here.

2. From on or about July 30, 2014, to on or about September 2, 2014, in Philadelphia, in the Eastern District of Pennsylvania and elsewhere, defendant

**MARK WAYNE RAMSEY**  
**a/k/a "Christian Ramsey"**

willfully, directly and indirectly, and by aiding and abetting, by the use of means and instrumentalities of interstate commerce and of the facilities of a national securities exchange, used and employed manipulative devices and contrivances in connection with the purchase and sale of securities, in contravention of the rules and regulations prescribed by the Securities and Exchange Commission, namely 17 C.F.R. §§ 240.10b-5 and 240.10b5-2, by (a) employing a device, scheme, and artifice to defraud and (b) engaging in acts, practices and courses of dealing which would and did operate as a fraud and deceit upon persons in connection with purchases and sales of Compuware securities.

In violation of Title 15, United States Code, Sections 78j(b) and 78ff, Title 17, Code of Federal Regulations, Sections 240.10b-5 and 240.10b5-2, and Title 18, United States Code, Section 2.

**COUNT THREE**

**THE GRAND JURY FURTHER CHARGES THAT:**

1. Paragraphs one through five, ten through thirteen, and 23 through 32, and overt acts two, three, eight through 16, and 28 of Count One are realleged here.

2. From on or about September 8, 2014, to on or about September 23, 2014, in Philadelphia, in the Eastern District of Pennsylvania and elsewhere, defendant

**MARK WAYNE RAMSEY**  
**a/k/a "Christian Ramsey"**

willfully, directly and indirectly, and by aiding and abetting, by the use of means and instrumentalities of interstate commerce and of the facilities of a national securities exchange, used and employed manipulative devices and contrivances in connection with the purchase and sale of securities, in contravention of the rules and regulations prescribed by the Securities and Exchange Commission, namely 17 C.F.R. §§ 240.10b-5 and 240.10b5-2, by (a) employing a device, scheme, and artifice to defraud and (b) engaging in acts, practices and courses of dealing which would and did operate as a fraud and deceit upon persons in connection with purchases and sales of Move securities.

In violation of Title 15, United States Code, Sections 78j(b) and 78ff, Title 17, Code of Federal Regulations, Sections 240.10b-5 and 240.10b5-2, and Title 18, United States Code, Section 2.

**COUNT FOUR**

**THE GRAND JURY FURTHER CHARGES THAT:**

1. Paragraphs one through five, 14 through 17, and 23 through 32, and overt acts two, three, 19 through 22, and 28 of Count One are realleged here.

2. From on or about October 6, 2014, to on or about October 14, 2014, in Philadelphia, in the Eastern District of Pennsylvania and elsewhere, defendant

**MARK WAYNE RAMSEY**  
**a/k/a "Christian Ramsey"**

willfully, directly and indirectly, and by aiding and abetting, by the use of means and instrumentalities of interstate commerce and of the facilities of a national securities exchange, used and employed manipulative devices and contrivances in connection with the purchase and sale of securities, in contravention of the rules and regulations prescribed by the Securities and Exchange Commission, namely 17 C.F.R. §§ 240.10b-5 and 240.10b5-2, by (a) employing a device, scheme, and artifice to defraud and (b) engaging in acts, practices and courses of dealing which would and did operate as a fraud and deceit upon persons in connection with purchases and sales of Sapiant securities.

In violation of Title 15, United States Code, Sections 78j(b) and 78ff, Title 17, Code of Federal Regulations, Sections 240.10b-5 and 240.10b5-2, and Title 18, United States Code, Section 2.



**COUNT FIVE**

**THE GRAND JURY FURTHER CHARGES THAT:**

1. Paragraphs one through five, 18 through 21, and 23 through 32, and overt acts two, three, and 23 through 28 of Count One are realleged here.

2. From on or about October 31, 2014, to on or about November 17, 2014, in Philadelphia, in the Eastern District of Pennsylvania and elsewhere, defendant

**MARK WAYNE RAMSEY**  
**a/k/a "Christian Ramsey"**

willfully, directly and indirectly, and by aiding and abetting, by the use of means and instrumentalities of interstate commerce and of the facilities of a national securities exchange, used and employed manipulative devices and contrivances in connection with the purchase and sale of securities, in contravention of the rules and regulations prescribed by the Securities and Exchange Commission, namely 17 C.F.R. §§ 240.10b-5 and 240.10b5-2, by (a) employing a device, scheme, and artifice to defraud and (b) engaging in acts, practices and courses of dealing which would and did operate as a fraud and deceit upon persons in connection with purchases and sales of Oplink securities.

In violation of Title 15, United States Code, Sections 78j(b) and 78ff, Title 17, Code of Federal Regulations, Sections 240.10b-5 and 240.10b5-2, and Title 18, United States Code, Section 2.

**NOTICE OF FORFEITURE**

**THE GRAND JURY FURTHER CHARGES THAT:**

1. As a result of the violations of Title 18, United States Code, Section 371, and Title 15, United States Code, Section 78ff, set forth in this indictment, defendant

**MARK WAYNE RAMSEY**  
**a/k/a "Christian Ramsey"**

shall forfeit to the United States of America any property, real or personal, that constitutes or is derived from proceeds traceable to the commission of such offenses, including, but not limited to, the sum of \$1,198,075, and:

2. If any of the property subject to forfeiture, as a result of any act or omission of the defendants:

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

it is the intent of the United States, pursuant to Title 28, United States Code, Section 2461(c), incorporating Title 21, United States Code, Section 853(p), to seek forfeiture of any other

property of the defendants up to the value of the property subject to forfeiture.

All pursuant to Title 28, United States Code, Section 2461(c) and Title 18, United States Code, Section 981(a)(1)(C).

**A TRUE BILL:**

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**GRAND JURY FOREPERSON**

*for*   
**WILLIAM M. McSWAIN**  
**UNITED STATES ATTORNEY**

INDICTMENT

DESIGNATION FORM to be used by counsel to indicate the category of the case for the purpose of assignment to appropriate calendar. 19cr268

Address of Plaintiff: 615 Chestnut Street, Suite 1250, Philadelphia, PA 19106-4476

Post Office: Philadelphia

County: Philadelphia

City and State of Defendant(s): N/A

County: Philadelphia

Register number: N/A

Place of accident, incident, or transaction: Eastern District of Pennsylvania

Post Office: Philadelphia

County: Philadelphia

RELATED CASE, IF ANY:

Criminal cases are deemed related when the answer to the following question is "yes".

Does this case involve a defendant or defendants alleged to have participated in the same action or transaction, or in the same series of acts or transactions, constituting an offense or offenses?

YES/NO: YES

Case Number: Cr. Nos. 18-368

Judge: Pratter

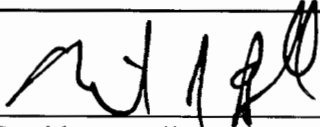
CRIMINAL: (Criminal Category - FOR USE BY U.S. ATTORNEY ONLY)

1.  Antitrust
2.  Income Tax and other Tax Prosecutions
3.  Commercial Mail Fraud
4.  Controlled Substances
5.  Violations of 18 U.S.C. Chapters 95 and 96 (Sections 1951-55 and 1961-68) and Mail Fraud other than commercial
6.  General Criminal

(U.S. ATTORNEY WILL PLEASE DESIGNATE PARTICULAR CRIME AND STATUTE CHARGED TO BE VIOLATED AND STATE ANY PREVIOUS CRIMINAL NUMBER FOR SPEEDY TRIAL ACT TRACKING PURPOSES)

18 U.S.C. § 371 (conspiracy to commit securities fraud – 1 count); 15 U.S.C. §§ 78j(b), 78ff, and 17 C.F.R. §§ 240.10b-5 and 240.10b5-2 (securities fraud – 4 counts); 18 U.S.C. § 2 (aiding and abetting); Notice of Forfeiture

DATE: 5/9/19

  
David J. Ignall  
Assistant United States Attorney

File No.

U.S. v. Mark Wayne Ramsey, a/k/a "Christian Ramsey"