UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF WEST VIRGINIA
CHARLESTON GRAND JURY 2023
JUNE 25, 2024 SESSION

FILED
JUN 26 2024

UNITED STATES OF AMERICA

v. CRIMINAL NO. 5:24-cr-00106
18 U.S.C. § 641
18 U.S.C. § 1957

RYAN KEITH BAILEY

INDICTMENT

The Grand Jury Charges:

Background

1. The United States Small Business Administration ("SBA") was an agency of the executive branch of the United States government that provided support to entrepreneurs and small businesses. The mission of the SBA was to maintain and strengthen the nation's economy by enabling the establishment and viability of small businesses and by assisting in the economic recovery of communities after disasters.

2. The Economic Injury Disaster Loan Program ("EIDL") was an SBA program that provided low-interest financing to small businesses, renters, and homeowners in regions affected by declared disasters.

3. The Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") authorized the SBA to provide EIDL loans of up to $2 million to eligible small businesses experiencing substantial financial disruption due to the COVID-19 pandemic.

4. To obtain an EIDL loan, a qualifying business applied to the SBA and provided information about the business's operations, such as the number of employees, gross revenues for the 12-month period preceding the disaster, and cost of goods sold in the 12-month period preceding the disaster. In the case of EIDL loans for COVID-19 relief, the 12-month period was from January 31, 2019, to January 31, 2020. EIDL loan funds were restricted to working capital usage for businesses to alleviate economic injury caused by the disaster and were not to be used for other purposes. The applicant was also required to certify that all of the information submitted in the EIDL loan application was true and correct to the best of the applicant's knowledge.

5. EIDL loan applications were submitted directly to the SBA and processed by the agency with support from a government contractor. If the application was approved, the amount of the loan was based, in part, on the information provided by the applicant about employment, revenue, and cost of goods sold. Any funds issued under an EIDL loan were issued directly by the SBA.

The Paycheck Protection Program ("PPP")

6. The United States Small Business Administration ("SBA") was an agency of the executive branch of the United States government that provided support to entrepreneurs and small businesses. The mission of the SBA was to maintain and strengthen the nation's economy by enabling the establishment and viability of small businesses and by assisting in the economic recovery of communities after disasters.

7. The Coronavirus Aid, Relief, and Economic Security ("CARES") Act was a federal law enacted in or around March 2020 and designed to provide emergency financial assistance to millions of Americans suffering the economic effects of the COVID-19 pandemic. One source of relief provided by the CARES Act was the Paycheck Protection Program ("PPP") which authorized nearly $349 billion in forgivable loans to small businesses for job retention, payroll costs, mortgage interest, rent and utilities. In or around April 2020, Congress authorized an additional $300 billion in PPP loans.

8. The PPP allowed interest and principal amounts on the PPP loans to be entirely forgiven if the businesses spent the loan proceeds to cover these qualifying expenses within a designated time and used a certain specified percentage of the PPP loan proceeds for payroll expenses.

9. To obtain a PPP loan, a qualifying business was required to submit a PPP loan application. The PPP loan application required the small business (through its authorized representative) to acknowledge the program rules and make affirmative certifications that the small business met the eligibility requirements to obtain a PPP loan. In addition, PPP loan applicants were required to provide documentation of the business' gross income from either 2019 or 2020. Applicants further had to certify that their small business was in operation on February 15, 2020.

10. If a PPP loan application was approved, a participating lender funded the PPP loan using its own monies, which were 100% guaranteed by the SBA.

Background of defendant RYAN KEITH BAILEY

11. Defendant RYAN KEITH BAILEY was a resident of Beckley, Raleigh County, and within the Southern District of West Virginia. Defendant RYAN KEITH BAILEY owned a Beckley, Raleigh County business called RKB Inc., an S corporation ("RKB"), incorporated in 2007 with the West Virginia Secretary of State's Office. Defendant RYAN KEITH BAILEY was the president and sole owner of RKB from at least 2007 to at least 2023.

Bank Accounts controlled by defendant RYAN KEITH BAILEY

12. Defendant RYAN KEITH BAILEY maintained bank accounts at Truist Bank ("Truist"), a financial corporation formerly known as BB&T, headquartered in Charlotte, North Carolina, that has numerous bank branches throughout Southern West Virginia and the Eastern and Midwest regions of the United States. Truist was a financial institution as defined by 18 U.S.C. § 20.

13. Defendant RYAN KEITH BAILEY was an authorized signer on each of the following Truist accounts:

a. Business account in the name of RKB, account number XXXXXX6412 ("RKB Business Account");

b. Personal account in the name of defendant RYAN KEITH BAILEY, and T.B., account number XXXXXXX3150 ("Personal Account XXXXXXX3150"); and

c. Personal account in the name of defendant RYAN KEITH BAILEY, and T.B., account number XXXXXX0760 ("Personal Account XXXXXX0760").

14. Defendant RYAN KEITH BAILEY maintained bank accounts at Pioneer Community Bank ("Pioneer"), headquartered in Beckley, West Virginia, with numerous bank branches throughout Southern West Virginia. Pioneer was a financial institution as defined by 18 U.S.C. § 20.

15. Defendant RYAN KEITH BAILEY was an authorized signer on the Pioneer business account in the name of RKB, account number XX5281.

16. Defendant RYAN KEITH BAILEY maintained a personal

brokerage account at TD Ameritrade, in the name of defendant RYAN KEITH BAILEY with an account number of XXXXX3306 ("TD Ameritrade").

17. Defendant RYAN KEITH BAILEY was the authorized signer of Apex Clearing Corporation, account number XXXXX3306 (Apex Clearing). Additionally, Apex Clearing and TD Ameritrade are associated financial entities.

PPP Loan Application

18. On or about April 28, 2020, defendant RYAN KEITH BAILEY, on behalf of RKB, submitted a PPP Loan application with Pioneer Bank in the amount of $166,517.40. For the PPP loan application, defendant RYAN KEITH BAILEY certified that the application and all the information provided in all supporting documents and forms were true and correct. Defendant RYAN KEITH BAILEY specifically certified that the funds would be used "to retain workers and maintain payroll," and for other permissible expenses. Defendant RYAN KEITH BAILEY further certified on the PPP loan application that he understood that if the funds were knowingly used for unauthorized purposes, the federal government may hold him liable, and he could potentially face criminal fraud charges.

19. This PPP loan application listed defendant RYAN KEITH BAILEY as the owner of RKB and the loan application was signed and certified by defendant RYAN KEITH BAILEY. Supporting

documents for RKB's 2019 payroll were submitted with his PPP loan application.

20. This PPP Loan Application reflected that the purpose of the loan would be for payroll, lease/mortgage interest and utilities.

21. On or about April 28, 2020, RKB's PPP loan application was approved. Defendant RYAN KEITH BAILEY signed the note to Pioneer on May 1, 2020, as the owner of RKB.

22. Bank records reviewed in this case show that on or about May 1, 2020, the Lender (Pioneer Bank) sent $166,517.40 in PPP loan proceeds to the account of RKB which was deposited into defendant RKB's business checking account at Pioneer, account number XX5281.

23. On or about November 30, 2020, defendant RYAN KEITH BAILEY submitted a PPP Loan Forgiveness Application to the SBA. The SBA ultimately forgave $157,456.50 of the original $166,517.40 PPP Loan RKB received. The PPP Loan Forgiveness Application Form 3508EZ, dated November 30, 2020, was submitted to the SBA, wherein defendant RYAN KEITH BAILEY certified that (a) The dollar amount of forgiveness requested: was used to pay costs eligible for forgiveness (payroll costs to retain employees, business mortgage interest payments, business rent or lease payments or business utility payments); and (b) included

payroll costs equal to at least 60% of the forgiveness amount. A review of bank records and financial transactions revealed that these certifications were false, and the loan proceeds were spent on impermissible expenses.

24. Defendant RYAN KEITH BAILEY also certified on the PPP Loan Forgiveness Application that "I understand that if the funds were knowingly used for unauthorized purposes, the federal government may pursue recovery of loan amounts and/or civil or criminal fraud charges." Defendant RYAN KEITH BAILEY further certified on the PPP Loan Forgiveness Application that "the information provided in this application and the information provided in all supporting documents and forms is true and correct in all material respects."

Fraudulent Use of PPP Loan Proceeds

25. Between April 2020, and May 19, 2020, defendant RYAN KEITH BAILEY used the fraudulently obtained PPP loan proceeds described above for his own personal benefit, including for expenses prohibited under the requirements of the PPP and EIDL programs, such as the transfer of $160,000.00 of PPP proceeds to defendant RYAN KEITH BAILEY's personal accounts at Truist, as well as transfers to his TD Ameritrade personal brokerage account. The bank records associated with RKB's account established only $6,517.00 of the PPP loan proceeds were spent for legitimate business expenses for RKB.

26. Specifically, on May 1, 2020, $166,517.40 of PPP loan proceeds were deposited into the RKB account XX5281 at Pioneer.

27. On May 12, 2020, defendant RYAN KEITH BAILEY transferred the $160,000.00 from the RKB's Pioneer account to defendant's personal account at Truist XXXXXXX3150. Defendant RYAN KEITH BAILEY then transferred $160,000.00 from his Truist account XXXXXXX3150 into defendant RYAN KEITH BAILEY and T.B.'s other personal account at Truist, account XXXXXX0760. From May 12, 2020, to May 19, 2020, the $160,000.00 was transferred out of Truist account XXXXXX0760 to Apex Clearing.

COUNT ONE

28. From around May 12, 2020, to in or around May 18, 2020, in Beckley, Raleigh County, West Virginia, and within the Southern District of West Virginia and elsewhere, defendant RYAN KEITH BAILEY did knowingly and willfully steal, purloin, and convert to his own use things of value of the United States, that is, PPP loan monies from the SBA and Pioneer Bank having a total value of approximately $160,000.00.

In violation of Title 18, United States Code, Section 641.

COUNTS TWO THROUGH FIVE

29. The Grand Jury realleges and incorporates by reference Paragraphs 1 through 27 of this Indictment as though fully set forth herein.

Initial $150,000 EIDL Loan for RKB from the SBA

30. On or about January 6, 2021, defendant RYAN KEITH BAILEY obtained an EIDL loan with the SBA Loan number of #XXXXXX8208 from the SBA in the amount of $150,000.00, to be used for working capital to alleviate economic injury caused by the COVID-19 pandemic occurring in the month of January 31, 2020, and continuing thereafter.

31. Proceeds of the $150,000.00 loan were deposited by electronic transfer into RKB's Business Account on or about January 14, 2021.

First Modification of RKB Loan

32. On or about December 5, 2021, defendant RYAN KEITH BAILEY sought a modification of the amount of the original EIDL loan through an Amended Loan Authorization and Agreement ("LA&A"). This modification was approved on or about December 6, 2021, and the amount of the loan was increased from $150,000.00 to $500,000.00, a modification of $350,000.00.

33. Proceeds of the $350,000 loan modification were deposited by electronic transfer into RKB's Business Account on or about

December 10, 2021, a loan modification of $350,000.00.

Second Modification of RKB Loan

34. On or about January 20, 2022, defendant RYAN KEITH BAILEY sought an additional modification of the EIDL loan through another LA&A. As a requirement of the SBA's Amended LA&A, defendant RYAN KEITH BAILEY signed and certified as the Owner/Officer of RKB on or about January 20, 2022, that the "Borrower will use all the proceeds of this Loan solely as working capital to alleviate economic injury caused by disaster occurring in the month of January 31, 2020, and continuing thereafter . . . ."

35. The certifications made by defendant RYAN KEITH BAILEY or on defendant RYAN KEITH BAILEY's behalf and at defendant RYAN KEITH BAILEY's request, induced the SBA to modify the Loan amount from $500,000.00 to $1,500,000.00 (SBA Loan #XXXXXX8208), a loan modification of $1,000,000.00.

36. Proceeds of the $1,000,000.00 loan modification were deposited by electronic transfer into the RKB's Business Account on or about February 9, 2022.

Third Modification of RKB Loan

37. On or about February 22, 2022, defendant RYAN KEITH BAILEY sought a modification of the amount of the original EIDL loan through an additional LA&A. This modification was approved on or about February 22, 2022, and the amount of the loan was increased

from $1,500,000.00 to $2,000,000.00.

38. Proceeds of the $500,000 loan modification were deposited by electronic transfer into RKB's Business Account on or about March 1, 2022.

The Scheme to Defraud – EIDL Funds

39. Between in or around January 2021, and January 6, 2023, defendant RYAN KEITH BAILEY knowingly and willfully used the EIDL loan proceeds described above fraudulently by using the proceeds for his own personal benefit as prohibited under the requirements of the EIDL program, including, but not limited to, the transfer of over $1,974,900.00 of EIDL proceeds to defendant RYAN KEITH BAILEY's Personal Accounts, transfers to Coinbase, a cryptocurrency exchange platform, and to RYAN KEITH BAILEY's TD Ameritrade account.

Specific Offense Conduct – EIDL Fraud

40. On or about January 14, 2021, $149,900.00 of EIDL loan proceeds were deposited into the RKB Truist business account XXXXXX6412. That same day, $150,000.00 was transferred to defendant RYAN KEITH BAILEY's Personal Account XXXXXX0760.

41. On or about January 15, 2021, $100,000.00 was transferred from defendant RYAN KEITH BAILEY's Personal Account XXXXXX0760 to defendant RYAN KEITH BAILEY's TD Ameritrade account. On or about February 2, 2021, $50,000.00 was transferred from defendant RYAN KEITH

BAILEY's Personal Account XXXXXX0760 to defendant RYAN KEITH BAILEY's TD Ameritrade account.

42. On or about December 10, 2021, $350,000.00 of EIDL loan proceeds were deposited into the RKB Business Account. On December 17, 2021, $375,000.00 was transferred to defendant RYAN KEITH BAILEY's Personal Account XXXXXX0760. That same day, $5,000.00 was transferred from defendant RYAN KEITH BAILEY's Personal Account XXXXXX0760 to American Wager, a gambling company.

43. On or about December 20, 2021, $250,000.00 was transferred from defendant RYAN KEITH BAILEY's Personal Account XXXXXX0760 to defendant RYAN KEITH BAILEY's TD Ameritrade account.

44. On or about December 29, 2021, $90,000.00 was transferred from defendant RYAN KEITH BAILEY's personal account XXXXXX0760 to defendant RYAN KEITH BAILEY's TD Ameritrade account.

45. On or about December 29, 2021, two transfers totaling $10,000.00 were made from defendant RYAN KEITH BAILEY's Personal Account XXXXXX0760 to Draft Kings, a gambling website.

46. On February 9, 2022, $1,000,000.00 of EIDL loan proceeds were deposited into the RKB Business Account. The $1,000,000.00 of EIDL funds were used by defendant RYAN KEITH BAILEY as follows:

a. On February 11, 2022, $75,000.00 was transferred from RKB Business Account to defendant RYAN KEITH BAILEY's Personal Account XXXXXX0760. On February 11, 2022, two transfers were made from defendant RYAN KEITH BAILEY's Personal Account XXXXXX0760 to Coinbase. One transfer was for $45,000.00 and the other transfer was for $35,000.00.

b. On February 16, 2022, $250,000.00 was transferred from RKB Business Account to defendant RYAN KEITH BAILEY's Personal Account XXXXXX0760. On February 24, 2022, a transfer of $250,000.00 (reversing the February 16, 2022, transaction) was made from defendant RYAN KEITH BAILEY's Personal Account XXXXXX0760 to the RKB Business Account.

c. On or about February 18, 2022, $250,000.00 was transferred out of the RKB Business Account to defendant RYAN KEITH BAILEY's TD Ameritrade account.

d. On or about February 22, 2022, $250,000.00 was transferred out of the RKB Business Account to defendant RYAN KEITH BAILEY's TD Ameritrade account.

e. On or about February 24, 2022, $150,000.00 was transferred out of the RKB Business Account to defendant RYAN KEITH BAILEY's TD Ameritrade account.

47. On or about March 1, 2022, $500,000.00 of EIDL loan proceeds were deposited into the RKB Business Account. The $500,000.00 of EIDL funds were used by defendant RYAN KEITH BAILEY as follows:

a. On or about March 10, 2022, $250,000.00 was transferred by an electronic transfer from the RKB Business Account to TD Ameritrade.

b. On or about April 4, 2022, $250,000.00 was transferred by an electronic transfer from the RKB's Business Account to defendant RYAN KEITH BAILEY's TD Ameritrade account.

c. On or about April 13, 2022, $225,000.00 was transferred by an electronic transfer from the RKB's Business Account to defendant RYAN KEITH BAILEY's TD Ameritrade account.

48. On or about December 28, 2022, $1,140,000.00 was transferred from defendant RYAN KEITH BAILEY's TD Ameritrade account to defendant RYAN KEITH BAILEY's Personal Account XXXXXXX3150.

a. On or about December 27 - 29, 2022, defendant RYAN KEITH BAILEY made numerous electronic transfers totaling $1,200,000 from his Personal Account XXXXXXX3150 into the RKB Business Account.

b. On or about January 4, 2023, defendant RYAN KEITH BAILEY made 13 electronic transfers from his RKB Business Account totaling $1,300,000.00 into his Personal Account XXXXXXX3150.

c. On or about January 5, 2023, defendant RYAN KEITH BAILEY electronically transferred $1,000,000.00 from his Personal Account to defendant's RYAN KEITH BAILEY's

TD Ameritrade account.

d. On or about January 6, 2023, defendant RYAN KEITH BAILEY transferred $250,000.00 from his Personal Account to TD Ameritrade.

49. Defendant RYAN KEITH BAILEY knew that he was not entitled to receive, withdraw, and convert to his own personal use, EIDL monies received in the RKB Business Account to provide working capital for COVID-19 relief.

COUNT TWO

50. In or about January 2021, at or near Beckley, Raleigh County, West Virginia, and within the Southern District of West Virginia and elsewhere, defendant RYAN KEITH BAILEY did knowingly and willfully steal, purloin, and convert to his own use things of value of the United States, that is, EIDL loan monies from the SBA having a total value of approximately $149,900.00.

In violation of Title 18, United States Code, Section 641.

COUNT THREE

51. On or about December 17, 2021, at or near Beckley, Raleigh County, West Virginia, and within the Southern District of West Virginia and elsewhere, defendant RYAN KEITH BAILEY did knowingly and willfully steal, purloin, and convert to his own use things of value of the United States, that is, EIDL loan monies from the SBA having a total value of approximately $350,000.00.

In violation of Title 18, United States Code, Section 641.

COUNT FOUR

52. From in or around February 11, 2022, to in or around February 24, 2022, in Beckley, Raleigh County, West Virginia, and within the Southern District of West Virginia and elsewhere, defendant RYAN KEITH BAILEY did knowingly and willfully steal, purloin, and convert to his own use things of value of the United States, that is, EIDL loan monies from the SBA having a total value of approximately $725,000.00.

In violation of Title 18, United States Code, Section 641.

COUNT FIVE

53. From in or around March 10, 2022, to in or around April 13, 2022, in Beckley, Raleigh County, West Virginia, and within the Southern District of West Virginia and elsewhere, defendant RYAN KEITH BAILEY did knowingly and willfully steal, purloin, and convert to his own use things of value of the United States, that is, EIDL loan monies from the SBA having a total value of approximately $750,000.00.

In violation of Title 18, United States Code, Section 641.

COUNTS SIX THROUGH FORTY-NINE

54. The Grand Jury realleges and incorporates by reference Paragraphs 1 through 27 and Paragraphs 29 through 49 of this Indictment as though fully set forth herein.

55. From on or about May 1, 2020, to in or around January 2023, at various locations within the Southern District of West Virginia and elsewhere, defendant RYAN KEITH BAILEY, knowingly engaged in monetary transactions by and through a financial institution, affecting interstate commerce, involving criminally derived property of a value greater than $10,000.00, which property was derived from specified unlawful activity (Theft of Government Funds), wherein defendant RYAN KEITH BAILEY conducted money laundering transactions totaling approximately $6,163,270.00, each transaction below constituting a separate count:

Count	Date	From Acct Number	Name on Account	To Account Number	Name on Account	Amount
6	5/12/20	XXXXXXX3150	T.B. and defendant RYAN KEITH BAILEY	XXXXXX0760	T.B. and defendant RYAN KEITH BAILEY	$160,000.00
7	5/12/20	XXXXXX0760	T.B. and defendant RYAN KEITH BAILEY	XXXXX3306	Apex Clearing	$30,000.00
8	5/13/20	XXXXXX0760	T.B. and defendant RYAN KEITH BAILEY	XXXXX3306	Apex Clearing	$25,000.00

9	5/14/20	XXXXXX0760	T.B. and defendant RYAN KEITH BAILEY	XXXXX3306	Apex Clearing	$30,000.00
10	5/15/20	XXXXXX0760	T.B. and defendant RYAN KEITH BAILEY	XXXXX3306	Apex Clearing	$29,130.00
11	5/18/20	XXXXXX0760	T.B. and defendant RYAN KEITH BAILEY	XXXXX3306	Apex Clearing	$29,140.00
12	1/15/21	XXXXXX0760	T.B. and defendant RYAN KEITH BAILEY	XXXXX3306	TD Ameritrade	$100,000.00
13	2/2/21	XXXXXX0760	T.B. and defendant RYAN KEITH BAILEY	XXXXX3306	TD Ameritrade	$50,000.00
14	12/20/21	XXXXXX0760	T.B. and defendant RYAN KEITH BAILEY	XXXXX3306	TD Ameritrade	$250,000.00
15	12/29/21	XXXXXX0760	T.B. and defendant RYAN KEITH BAILEY	XXXXX3306	TD Ameritrade	$90,000.00
16	2/11/22	XXXXXX0760	T.B. and defendant RYAN KEITH BAILEY	[Unknown]	Coinbase	$45,000.00
17	2/11/22	XXXXXX0760	T.B. and defendant RYAN KEITH BAILEY	[Unknown]	Coinbase	$35,000.00
18	2/24/22	XXXXXX0760	T.B. and defendant RYAN KEITH BAILEY	XXXXXX6412	RKB	$250,000.00

19	4/13/22	XXXXXX6412	RKB INC.	XXXXX3306	TD Ameritrade	$250,000.00
20	12/28/22	XXXXX3306	Defendant RYAN KEITH BAILEY	XXXXXXX3150	T.B. and defendant RYAN KEITH BAILEY	$1,140,000.00
21	12/27/22	XXXXXXX3150	T.B. and defendant RYAN KEITH BAILEY	XXXXXX6412	RKB	$25,000.00
22	12/28/22	XXXXXXX3150	T.B. and defendant RYAN KEITH BAILEY	XXXXXX6412	RKB	$20,000.00
23	12/28/22	XXXXXXX3150	T.B. and defendant RYAN KEITH BAILEY	XXXXXX6412	RKB	$40,000.00
24	12/28/22	XXXXXXX3150	T.B. and defendant RYAN KEITH BAILEY	XXXXXX6412	RKB	$100,000.00
25	12/28/22	XXXXXXX3150	T.B. and defendant RYAN KEITH BAILEY	XXXXXX6412	RKB	$100,000.00
26	12/28/22	XXXXXXX3150	T.B. and defendant RYAN KEITH BAILEY	XXXXXX6412	RKB	$100,000.00
27	12/28/22	XXXXXXX3150	T.B. and defendant RYAN KEITH BAILEY	XXXXXX6412	RKB	$100,000.00
28	12/28/22	XXXXXXX3150	T.B. and defendant RYAN KEITH BAILEY	XXXXXX6412	RKB	$100,000.00

29	12/28/22	XXXXXXX3150	T.B. and defendant RYAN KEITH BAILEY	XXXXXX6412	RKB	$100,000.00
30	12/28/22	XXXXXX3150	T.B. and defendant RYAN KEITH BAILEY	XXXXXX6412	RKB	$100,000.00
31	12/28/22	XXXXXXX3150	T.B. and defendant RYAN KEITH BAILEY	XXXXXX6412	RKB	$100,000.00
32	12/28/22	XXXXXXX3150	T.B. and defendant RYAN KEITH BAILEY	XXXXXX6412	RKB	$100,000.00
33	12/28/22	XXXXXXX3150	T.B. and defendant RYAN KEITH BAILEY	XXXXXX6412	RKB	$100,000.00
34	12/28/22	XXXXXXX3150	T.B. and defendant RYAN KEITH BAILEY	XXXXXX6412	RKB	$100,000.00
35	12/29/22	XXXXXXX3150	T.B. and defendant RYAN KEITH BAILEY	XXXXXX6412	RKB	$15,000.00
36	1/4/23	XXXXXX6412	RKB	XXXXXXX3150	T.B. and defendant RYAN KEITH BAILEY	$100,000.00
37	1/4/23	XXXXXX6412	RKB	XXXXXXX3150	T.B. and defendant RYAN KEITH BAILEY	$100,000.00
38	1/4/23	XXXXXX6412	RKB	XXXXXXX3150	T.B. and defendant RYAN KEITH BAILEY	$100,000.00

39	1/4/23	XXXXXX6412	RKB	XXXXXXX3150	T.B. and defendant RYAN KEITH BAILEY	$100,000.00
40	1/4/23	XXXXXX6412	RKB	XXXXXXX3150	T.B. and defendant RYAN KEITH BAILEY	$100,000.00
41	1/4/23	XXXXXX6412	RKB	XXXXXXX3150	T.B. and defendant RYAN KEITH BAILEY	$100,000.00
42	1/4/23	XXXXXX6412	RKB	XXXXXXX3150	T.B. and defendant RYAN KEITH BAILEY	$100,000.00
43	1/4/23	XXXXXX6412	RKB	XXXXXXX3150	T.B. and defendant RYAN KEITH BAILEY	$100,000.00
44	1/4/23	XXXXXX6412	RKB	XXXXXXX3150	T.B. and defendant RYAN KEITH BAILEY	$100,000.00
45	1/4/23	XXXXXX6412	RKB	XXXXXXX3150	T.B. and defendant RYAN KEITH BAILEY	$100,000.00
46	1/4/23	XXXXXX6412	RKB	XXXXXXX3150	T.B. and defendant RYAN KEITH BAILEY	$100,000.00
47	1/4/23	XXXXXX6412	RKB	XXXXXXX3150	T.B. and defendant RYAN KEITH BAILEY	$100,000.00
48	1/4/23	XXXXXX6412	RKB	XXXXXXX3150	T.B. and defendant RYAN KEITH BAILEY	$100,000.00

49	1/5/23	XXXXXXX3150	T.B. and defendant RYAN KEITH BAILEY	XXXXX3306	TD Ameritrade	$1,000,000.00

All in violation of Title 18, United States Code, Section 1957.

Notice of Forfeiture

The allegations contained in this Indictment are hereby re-alleged and incorporated by reference for the purpose of giving notice of forfeiture pursuant to 18 U.S.C. §§ 981, 982 and 28 U.S.C. § 2461(c).

Pursuant to 18 U.S.C. §§ 981(a)(1)(C), 982(a)(1), 28 U.S.C. § 2461(c) and Rule 32.2 of the Federal Rules of Criminal Procedure, and premised upon conviction of defendant RYAN KEITH BAILEY of the offenses in violation of 18 U.S.C. § 641, as charged in Counts 1 through 5 of this Indictment, or 18 U.S.C. § 1957, as charge in Counts 6 through 49 of this Indictment, defendant RYAN KEITH BAILEY shall forfeit to the United States of America any property real or personal which constituting, or derived from, any proceeds traceable to the violations charged herein, and any property involved in or used in the offense(s).

Under Section 2461(c), criminal forfeiture is applicable to any offenses for which forfeiture is authorized by any other statute, including, but not limited to 18 U.S.C. §§ 981, 982 and all specified unlawful activities listed or referenced in 18 U.S.C. § 1957, which are incorporated as to proceeds by Section 982(a)(1). The following property is subject to forfeiture in accordance with Section 982 and/or

2461(c):

a. All property which constitutes or is derived from proceeds of the violations set forth in this Indictment;

b. All property involved in such violations or traceable to property involved in such violations; and

c. If, as set forth in 21 U.S.C. § 853(p), any property described in (a) or (b) cannot be located upon the exercise of due diligence, has been transferred or sold to, or deposited with, a third party, has been placed beyond the jurisdiction of the court, has been substantially diminished in value, or has been commingled with other property which cannot be divided without difficulty, all other property of the defendant's to the extent of the value of the property described in (a) and (b).

The following property is subject to forfeiture on one or more grounds stated above:

1. $66,506.23 from Truist Account No. XXXXXX6412;

2. $55,049.44 from Truist Account No. XXXXXX3150;

3. $23,541.50 from Truist Account No. XXXXXX0760;

4. $1,203,152.61 from TD Ameritrade Account No. XXXXX3306;

5. A forfeiture money judgment in the amount of approximately $5,165,020.22 such amount constituting the proceeds of the violations set forth in this Indictment and including such relevant conduct that is included in this Indictment.

WILLIAM S. THOMPSON
United States Attorney

By: Erik S. Goes
ERIK S. GOES
Assistant United States Attorney