

KSC/08.31.21



**U.S. Department of Justice**

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August 31, 2021

Jeff Dahlberg  
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**BY EMAIL**

Re: *United States v. Jason Lawrence Green*  
Criminal No. CCB-19-0539

Dear Counsel:

This letter, together with the Sealed Supplement, confirms the plea agreement (the "Agreement") that has been offered to your client, Jason Lawrence Green (hereinafter the "Defendant"), by the United States Attorney's Office for the District of Maryland (the "Office"). If the Defendant accepts this offer, please have the Defendant execute it in the spaces provided below. If this offer has not been accepted by **5 p.m. on Monday, September 27, 2021**, it will be deemed withdrawn. The terms of the Agreement are as follows:

**Offense(s) of Conviction**

1. The Defendant agrees to plead guilty to Count Three of the Indictment charging the Defendant with Possession with Intent to Distribute a Controlled Substance, in violation of 21 U.S.C. § 841(a)(1). The Defendant admits that the Defendant is, in fact, guilty of the offense(s), and will so advise the Court.

**Elements of the Offense(s)**

2. The elements of the offense(s) to which the Defendant has agreed to plead guilty, and which this Office would prove if the case went to trial, are as follows.

**Count Three: Possession with Intent to Distribute a Controlled Substance**

a. That, on or about the date alleged in the Indictment, in the District of Maryland—

Rev. August 2018

- i. The Defendant knowingly or intentionally possessed a controlled substance;
- ii. The Defendant intended to distribute the controlled substance;
- iii. The substance did, in fact, contain the controlled substance charged in the Indictment.

**Penalties**

3. The maximum penalties provided by statute for each offense to which the Defendant is pleading guilty are as follows:

Count(s)	Statute	Min. Prison	Max. Prison	Supervised Release	Max. Fine	Special Assessment
One	21 U.S.C. § 841(a)(1), (b)(1)(C)	N/A	20 years	Min: 3 years Max: life	\$1 million	18 U.S.C. § 3013(a): \$100

a. *Prison:* If the Court orders a term of imprisonment, the Bureau of Prisons has sole discretion to designate the institution at which it will be served.

b. *Supervised Release:* If the Court orders a term of supervised release, and the Defendant violates the conditions of supervised release, the Court may order the Defendant returned to custody to serve a term of imprisonment as permitted by statute, followed by an additional term of supervised release.

c. *Restitution:* The Court may order the Defendant to pay restitution pursuant to 18 U.S.C. §§ 3663, 3663A, and 3664.

d. *Payment:* If a fine or restitution is imposed, it shall be payable immediately, unless the Court orders otherwise under 18 U.S.C. § 3572(d). The Defendant may be required to pay interest if the fine is not paid when due.

e. *Forfeiture:* The Court may enter an order of forfeiture of assets directly traceable to the offense, substitute assets, and/or a money judgment equal to the value of the property subject to forfeiture.

f. *Collection of Debts:* If the Court imposes a fine or restitution, this Office's Financial Litigation Unit will be responsible for collecting the debt. If the Court establishes a schedule of payments, the Defendant agrees that: (i) the full amount of the fine or restitution is nonetheless due and owing immediately; (ii) the schedule of payments is merely a minimum schedule of payments and not the only method, nor a limitation on the methods, available to the United States to enforce the judgment; and (iii) the United States may fully employ all powers to collect on the total amount of the debt as provided by law. Until the debt is paid, the Defendant agrees to disclose all assets in which the Defendant has any interest or over which the Defendant

exercises direct or indirect control. Until the money judgment is satisfied, the Defendant authorizes this Office to obtain a credit report in order to evaluate the Defendant's ability to pay, and to request and review the Defendant's federal and state income tax returns. The Defendant agrees to complete and sign a copy of IRS Form 8821 (relating to the voluntary disclosure of federal tax return information) and a financial statement in a form provided by this Office.

#### Waiver of Rights

4. The Defendant understands that, by entering into this Agreement, the Defendant surrenders certain rights as outlined below:

a. If the Defendant had pleaded not guilty and persisted in that plea, the Defendant would have had the right to a speedy jury trial with the close assistance of competent counsel. That trial could be conducted by a judge, without a jury, if the Defendant, this Office, and the Court all agreed.

b. If the Defendant elected a jury trial, the jury would be composed of twelve individuals selected from the community. Counsel and the Defendant would have the opportunity to challenge prospective jurors who demonstrated bias or who were otherwise unqualified, and would have the opportunity to strike a certain number of jurors peremptorily. All twelve jurors would have to agree unanimously before the Defendant could be found guilty of any count. The jury would be instructed that the Defendant was presumed to be innocent, and that presumption could be overcome only by proof beyond a reasonable doubt.

c. If the Defendant went to trial, the Government would have the burden of proving the Defendant guilty beyond a reasonable doubt. The Defendant would have the right to confront and cross-examine the Government's witnesses. The Defendant would not have to present any defense witnesses or evidence whatsoever. If the Defendant wanted to call witnesses in defense, however, the Defendant would have the subpoena power of the Court to compel the witnesses to attend.

d. The Defendant would have the right to testify in the Defendant's own defense if the Defendant so chose, and the Defendant would have the right to refuse to testify. If the Defendant chose not to testify, the Court could instruct the jury that they could not draw any adverse inference from the Defendant's decision not to testify.

e. If the Defendant were found guilty after a trial, the Defendant would have the right to appeal the verdict and the Court's pretrial and trial decisions on the admissibility of evidence to see if any errors were committed that would require a new trial or dismissal of the charges. By pleading guilty, the Defendant knowingly gives up the right to appeal the verdict and the Court's decisions.

f. By pleading guilty, the Defendant will be giving up all of these rights, except the right, under the limited circumstances set forth in the "Waiver of Appeal" provisions below, to appeal the sentence. By pleading guilty, the Defendant understands that the Defendant may have to answer the Court's questions both about the rights being given up and about the facts

of the case. Any statements that the Defendant makes during such a hearing would not be admissible against the Defendant during a trial except in a criminal proceeding for perjury or false statement.

g. If the Court accepts the Defendant's plea of guilty, the Defendant will be giving up the right to file and have the Court rule on pretrial motions, and there will be no further trial or proceeding of any kind in the above-referenced case, and the Court will find the Defendant guilty.

h. By pleading guilty, the Defendant also will be giving up certain valuable civil rights and may be subject to deportation or other loss of immigration status, including possible denaturalization. The Defendant recognizes that, if the Defendant is not a citizen of the United States, or is a naturalized citizen, pleading guilty may have consequences with respect to the Defendant's immigration status. Under federal law, conviction for a broad range of crimes can lead to adverse immigration consequences, including automatic removal from the United States. Removal and other immigration consequences are the subject of a separate proceeding, however, and the Defendant understands that no one, including the Defendant's attorney or the Court, can predict with certainty the effect of a conviction on immigration status. The Defendant is not relying on any promise or belief about the immigration consequences of pleading guilty. The Defendant nevertheless affirms that the Defendant wants to plead guilty regardless of any potential immigration consequences.

**Advisory Sentencing Guidelines Apply**

5. The Defendant understands that the Court will determine a sentencing guidelines range for this case (henceforth the "advisory guidelines range") pursuant to the Sentencing Reform Act of 1984 at 18 U.S.C. §§ 3551–3742 (excepting 18 U.S.C. §§ 3553(b)(1) and 3742(e)) and 28 U.S.C. §§ 991–98. The Defendant further understands that the Court will impose a sentence pursuant to the Sentencing Reform Act, as excised, and must take into account the advisory guidelines range in establishing a reasonable sentence.

**Factual and Advisory Guidelines Stipulation**

6. This Office and the Defendant stipulate and agree to the Statement of Facts set forth in Attachment A, which is incorporated by reference herein.

**Count Three: Possession with Intent to Distribute a Controlled Substance**

a. This Office and the Defendant (the "parties") stipulate and agree that, pursuant to United States Sentencing Guidelines ("U.S.S.G.") §2D1.1(c)(8), the applicable base offense level for Count ~~One~~ is **24** because the Defendant's offense involved quantities of heroin, amphetamine, cocaine, 3,4-Methylenedioxyamphetamine ("MDA"), and marijuana that amount to between 100 and 400 kilograms of converted drug weight.

CCB  
Three

b. The parties further stipulate and agree that, pursuant to U.S.S.G. §2D1.(b)(1), there is a 2-level increase because a dangerous weapon (including a firearm) was possessed. [Subtotal: 26]

c. The parties further stipulate and agree that, pursuant to U.S.S.G. §2D1.(b)(7), there is a 2-level increase because the Defendant, or a person for whose conduct the Defendant is accountable under §1B1.3, distributed a controlled substance through mass-marketing by means of an interactive computer service. [Subtotal: 28]

d. The parties further stipulate and agree that, pursuant to U.S.S.G. §2D1.(b)(12), there is a 2-level increase because the Defendant maintained a premises for the purpose of manufacturing or distributing a controlled substance. [Subtotal: 30]

### **Acceptance of Responsibility**

e. This Office does not oppose a 2-level reduction in the Defendant's adjusted offense level pursuant to U.S.S.G. §3E1.1(a), based upon the Defendant's apparent prompt recognition and affirmative acceptance of personal responsibility for the Defendant's criminal conduct. This Office agrees to make a motion pursuant to U.S.S.G. §3E1.1(b) for an additional 1-level decrease, in recognition of the Defendant's timely notification of the Defendant's intention to enter a plea of guilty. This Office may oppose any adjustment for acceptance of responsibility under U.S.S.G. §3E1.1(a) and may decline to make a motion pursuant to U.S.S.G. §3E1.1(b), if the Defendant: (i) fails to admit each and every item in the factual stipulation; (ii) denies involvement in the offenses; (iii) gives conflicting statements about the Defendant's involvement in the offenses; (iv) is untruthful with the Court, this Office, or the United States Probation Office; (v) obstructs or attempts to obstruct justice prior to sentencing; (vi) engages in any criminal conduct between the date of this Agreement and the date of sentencing; (vii) attempts to withdraw the plea of guilty; or (viii) violates this Agreement in any way.

7. There is no agreement as to the Defendant's criminal history and the Defendant understands that the Defendant's criminal history could alter the Defendant's offense level. Specifically, the Defendant understands that the Defendant's criminal history could alter the final offense level if the Defendant is determined to be a career offender or if the instant offense was a part of a pattern of criminal conduct from which the Defendant derived a substantial portion of the Defendant's income.

8. Other than as set forth above, no other offense characteristics, sentencing guidelines factors, potential departures or adjustments set forth in the United States Sentencing Guidelines are in dispute or will be raised in calculating the advisory guidelines range.

### **Rule 11(c)(1)(C) Plea**

9. The parties stipulate and agree pursuant to Federal Rule of Criminal Procedure 11(c)(1)(C) that a sentence of **60 months (i.e., 5 years) of imprisonment** in the custody of the Bureau of Prisons is the appropriate disposition of this case, taking into consideration the nature and circumstances of the offense, the Defendant's criminal history, and all of the other factors set forth in 18 U.S.C. § 3553(a). This Agreement does not affect the Court's discretion to impose any

lawful term of supervised release or fine or to set any lawful conditions of supervised release. In the event that the Court rejects this Agreement, except under the circumstances noted below, either party may elect to declare the Agreement null and void. Should the Defendant so elect, the Defendant will be afforded the opportunity to withdraw his plea pursuant to the provisions of Federal Rule of Criminal Procedure 11(c)(5). The parties agree that, if the Court finds that the Defendant engaged in obstructive or unlawful behavior and/or failed to acknowledge personal responsibility as set forth herein, neither the Court nor this Office will be bound by the specific sentence contained in this Agreement, and the Defendant will not be able to withdraw his plea.

**Forfeiture and Abandonment**

10. The Defendant understands and agrees that, as a result of his guilty plea, he will not be permitted to own, possess, or use a firearm or ammunition.

11. The Defendant understands that the Court may enter an Order of Forfeiture as part of the Defendant's sentence, and that the Order of Forfeiture may include assets directly traceable to the offense, substitute assets, and/or a money judgment equal to the value of the property derived from, or otherwise involved in, the offense.

12. Specifically, but without limitation on the Government's right to forfeit all property subject to forfeiture as permitted by law, the Defendant agrees to forfeit to the United States all of the Defendant's right, title, and interest in the following items that the Defendant agrees constitute money, property, and/or assets derived from or obtained by the Defendant as a result of, or used to facilitate the commission of, the Defendant's illegal activities:

- a. Approximately \$13,796.00 in United States currency seized from the Defendant's apartment on October 16, 2019;
- b. All funds, including cryptocurrencies, stored in or accessible through cryptocurrency wallets controlled by the Defendant as of October 16, 2019;
- c. Davis Industries DM-72 .22 caliber pistol, bearing SN: 166100;
- d. 1911 Llama .40 caliber pistol, bearing SN: 04911-95;
- e. H&K .45 caliber pistol, bearing SN: 25092395;
- f. H&K USP .40 caliber pistol, bearing SN: 26054261;
- g. Smith & Wesson .38 caliber revolver, bearing SN: 488828;
- h. Taurus .357 revolver, bearing SN: KI492092;
- i. Approximately nine .45 caliber cartridges;
- j. Approximately ten .40 caliber Winchester cartridges;

- k. Approximately thirty-five .380 caliber Fiocchi cartridges; and
- l. Level 3A body armor vest seized from the Defendant's storage unit on October 16, 2019.

13. To the extent that any of the above-listed property is not properly subject to forfeiture as provided by law, the Defendant agrees to execute, at or prior to sentencing, the necessary documents to abandon any and all of the above-listed property to the United States. The parties agree that the Defendant's failure to execute the necessary documents to effectuate his abandonment of the property is a material breach of this Agreement.

14. The Defendant agrees to consent to the entry of such an Order of Forfeiture and waives the requirements of Federal Rules of Criminal Procedure 11(b)(1)(J), 32.2, and 43(a) regarding notice of the forfeiture in the charging instrument, advice regarding forfeiture during the plea hearing, announcement of the forfeiture at sentencing, and incorporation of the forfeiture in the judgment.

15. The Defendant agrees to assist fully in the forfeiture of any such property. The Defendant agrees to disclose all assets and sources of income, to consent to all requests for access to information related to assets and income, and to take all steps necessary to pass clear title to the forfeited assets to the United States, including executing all documents necessary to transfer such title, assisting in bringing any assets located outside of the United States within the jurisdiction of the United States, and taking whatever steps are necessary to ensure that assets subject to forfeiture are made available for forfeiture.

16. The Defendant waives all challenges to any forfeiture carried out in accordance with this Agreement on any grounds, including any and all constitutional, legal, equitable, statutory, or administrative grounds brought by any means, including through direct appeal, habeas corpus petition, or civil complaint. The Defendant will not challenge or seek review of any civil or administrative forfeiture of any property subject to forfeiture under this Agreement, and will not assist any third party with any challenge or review or any petition for remission of forfeiture.

#### **Defendant's Conduct Prior to Sentencing and Breach**

17. Between now and the date of sentencing, the Defendant will not engage in conduct that constitutes obstruction of justice under U.S.S.G. §3C1.1; will not violate any federal, state, or local law; will acknowledge guilt to the probation officer and the Court; will be truthful in any statement to the Court, this Office, law enforcement agents, and probation officers; will cooperate in the preparation of the presentence report; and will not move to withdraw from the plea of guilty or from this Agreement.

18. If the Defendant engages in conduct prior to sentencing that violates the above paragraph of this Agreement, and the Court finds a violation by a preponderance of the evidence, then: (a) this Office will be free from its obligations under this Agreement; (b) this Office may make sentencing arguments and recommendations different from those set out in this Agreement,

even if the Agreement was reached pursuant to Federal Rule of Criminal Procedure 11(c)(1)(C); and (c) in any criminal or civil proceeding, this Office will be free to use against the Defendant all statements made by the Defendant and any of the information or materials provided by the Defendant, including statements, information, and materials provided pursuant to this Agreement, and statements made during proceedings before the Court pursuant to Rule 11. A determination that this Office is released from its obligations under this Agreement will not permit the Defendant to withdraw the guilty plea. The Defendant acknowledges that the Defendant may not withdraw the Defendant's guilty plea—even if made pursuant to Rule 11(c)(1)(C)—if the Court finds that the Defendant breached the Agreement. In that event, neither the Court nor this Office will be bound by the specific sentence or sentencing range agreed and stipulated to herein pursuant to Rule 11(c)(1)(C).

### **Waiver of Appeal**

19. In exchange for the concessions made by this Office and the Defendant in this Agreement, this Office and the Defendant waive their rights to appeal as follows:

a. The Defendant knowingly waives all right, pursuant to 28 U.S.C. § 1291 or any other statute or constitutional provision, to appeal the Defendant's conviction on any ground whatsoever. This includes a waiver of all right to appeal the Defendant's conviction on the ground that the statute to which the Defendant is pleading guilty is unconstitutional, or on the ground that the admitted conduct does not fall within the scope of the statute, to the extent such challenges legally can be waived.

b. The Defendant and this Office knowingly and expressly waive all rights conferred by 18 U.S.C. § 3742 to appeal whatever sentence is imposed (including any term of imprisonment, fine, term or condition of supervised release, or order of forfeiture) for any reason (including the establishment of the advisory sentencing guidelines range, the determination of the Defendant's criminal history, the weighing of the sentencing factors, and any constitutional challenges to the calculation and imposition of any term of imprisonment, fine, order of forfeiture, or term or condition of supervised release), except as follows:

i. The Defendant reserves the right to appeal the sentence of imprisonment if the total term of imprisonment exceeds 60 months; and

ii. This Office reserves the right to appeal the sentence of imprisonment if the total term of imprisonment is less than 60 months.

20. The Defendant waives any and all rights under the Freedom of Information Act relating to the investigation and prosecution of the above-captioned case and agrees not to file any request for documents from this Office or any investigating agency.

### **Public Benefits in Drug Cases**

21. The Defendant understands and acknowledges that, under 21 U.S.C. §§ 862 and 862a, a person who has been convicted of a federal offense involving the distribution or possession



of controlled substances may be denied certain federal and state benefits such as loans, grants, or food stamps.

**Consequences of Vacatur, Reversal, or Set-Aside**

22. If a conviction entered pursuant to this Agreement is vacated, reversed, or set aside for any reason, then this Office will be released from its obligations under this Agreement, and any prosecution that is not time-barred as of the date of the signing of this Agreement (including any counts this Office has agreed to dismiss) may be commenced or reinstated against the Defendant, notwithstanding the expiration of the statute of limitations between the signing of this Agreement and the commencement or reinstatement of such prosecution. The Defendant agrees to waive all defenses based on the statute of limitations with respect to any prosecution that is not time-barred on the date this Agreement is signed, and any applicable statute of limitations will be tolled from the date of this Agreement until 120 days after the vacatur, reversal, or set aside becomes final. The Defendant waives any defenses based on double jeopardy, pre-indictment delay, or the Speedy Trial Act.

**Court Not a Party**

23. The Defendant expressly understands that the Court is not a party to this Agreement. In the federal system, the sentence is imposed by the Court, and the Court is under no obligation to accept this Agreement. In the event the Court rejects this Rule 11(c)(1)(C) plea agreement, pursuant to Rule 11(c)(5)(C) the Defendant will be informed that the Defendant may withdraw the plea. If the Defendant persists in the guilty plea thereafter, the Defendant understands that the disposition of the case may be less favorable than that contemplated by this Agreement. The Defendant understands that neither this Office, the Defendant's attorney, nor the Court can make a binding prediction or promise that the Court will accept this Agreement. The Defendant agrees that no one has made such a binding prediction or promise.

**Entire Agreement**

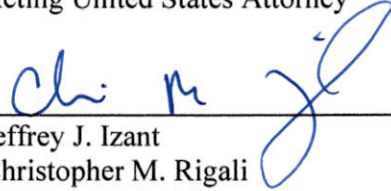
24. This letter, together with the Sealed Supplement, constitutes the complete plea agreement in this case. This letter, together with the Sealed Supplement, supersedes any prior understandings, promises, or conditions between this Office and the Defendant. There are no other agreements, promises, undertakings, or understandings between the Defendant and this Office other than those set forth in this letter and the Sealed Supplement. No changes to this Agreement will be effective unless in writing, signed by all parties, and approved by the Court.

If the Defendant fully accepts each and every term and condition of this Agreement, please sign and have the Defendant sign the original and return it to me promptly.

Sincerely,

Jonathan F. Lenzner  
Acting United States Attorney

By:

  
Jeffrey J. Izant  
Christopher M. Rigali  
Assistant United States Attorneys

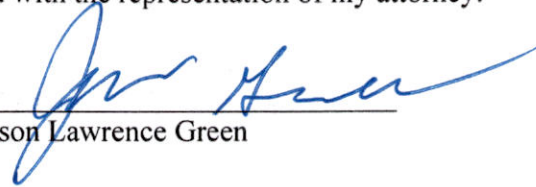
10/12/2021

I have read this Agreement, including the Sealed Supplement, and carefully reviewed every part of it with my attorney. I understand it and I voluntarily agree to it. Specifically, I have reviewed the Factual and Advisory Guidelines Stipulation with my attorney and I do not wish to change any part of it. I am completely satisfied with the representation of my attorney.

Date

10/12/21

Jason Lawrence Green

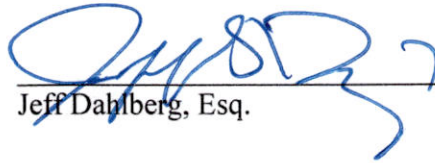


I am the Defendant's attorney. I have carefully reviewed every part of this Agreement, including the Sealed Supplement, with the Defendant. The Defendant advises me that the Defendant understands and accepts its terms. To my knowledge, the Defendant's decision to enter into this Agreement is an informed and voluntary one.

Date

10/12/21

Jeff Dahlberg, Esq.



**ATTACHMENT A**  
**STATEMENT OF FACTS**

*The undersigned parties stipulate and agree that, if this case had proceeded to trial, this Office would have proven the following facts beyond a reasonable doubt. The undersigned parties also stipulate and agree that the following facts do not encompass all of the evidence that would have been presented had this matter proceeded to trial.*

From at least June 2018 through October 2019, including while he was being supervised by the Maryland criminal justice system, **Jason Lawrence Green** (“**GREEN**”) used an apartment and a storage unit in Salisbury, Maryland, to run a large-scale drug trafficking operation through which **GREEN** sold large quantities of heroin on the dark web and using encrypted email services. Initially, **GREEN** operated as the vendor “**CaliClaire**” on Dream Market, a dark web marketplace for controlled substances and other illegal goods. (The dark web is a part of the internet that is not indexed by search engines and is accessible only through software that disguises the true location and identity of computers using the software to communicate.) After Dream Market closed in April 2019, **GREEN** sold heroin through encrypted email services under the usernames “**CaliClaire**” and “**clairebear2**.” **GREEN** then distributed the heroin he sold throughout the country using the United States Mail (“**USPS**”).

I. Undercover Purchases and Surveillance of **GREEN**

**CaliClaire** was a well-known heroin vendor on Dream Market. On June 20, 2018, an undercover investigator purchased 1 gram of heroin from **CaliClaire**’s vendor site on Dream Market for approximately \$200 in bitcoin. On June 21, 2018, when **CaliClaire** confirmed the order, investigators established surveillance at various post offices near Salisbury, Maryland. That afternoon, they observed a white BMW (later connected to **GREEN**) drive to a mailbox outside the Post Office in Ocean City, Maryland. After the BMW drove away, investigators searched the mailbox and found a parcel addressed to the undercover address. The parcel contained 1 gram of a powdery substance that field-tested positive for heroin, a Schedule I controlled substance.

Although the white BMW was registered to another person, a law enforcement database search revealed that, approximately 11 months earlier, **GREEN** had been driving the BMW when it was stopped by Maryland State Police for speeding.

On August 28, 2018, an undercover investigator purchased another gram of heroin from **CaliClaire** on Dream Market for approximately \$200 in bitcoin. On August 29, investigators surveilled **GREEN** as he drove the white BMW from his Salisbury apartment to the Post Office in Salisbury. At the Post Office, **GREEN** approached a set of drive-up mailboxes, removed several parcels from a shopping bag, and placed them into one of the mailboxes. After **GREEN** drove away, investigators searched the mailbox and recovered the parcels that **GREEN** had just deposited. One of the parcels was addressed to the undercover address and contained 1 gram of a substance that field-tested positive for heroin. Investigators then executed search warrants for two additional parcels deposited by **GREEN** and found that the parcels contained 3.5 and 4.5 grams, respectively, of a tan powdery substance that appeared to be heroin.

On September 7, 2018, **GREEN** was arrested by the Ocean City Police Department on unrelated charges and was held without bond until December 4, 2018, when **GREEN** was released on electronic monitoring pending trial. Between September and December 2018—the time period during which **GREEN** was detained—**CaliClaire** was inactive on Dream Market. But on December 10, 2018, six days after **GREEN** was released, **CaliClaire** posted an update on Dream Market claiming that **CaliClaire** had taken a “break” due to the loss in value of bitcoin. On December 21, 2018, **CaliClaire** posted another update on Dream Market stating that heroin would be available for purchase again starting on Christmas Day. At some point between January and April 2019, however, Dream Market was shut down.

In June 2019, law enforcement seized a USPS parcel (later found to contain a tan powder that field-tested positive for heroin) being shipped to an address in Fairfax County, Virginia. Investigators contacted the intended recipient and learned the recipient was a former **CaliClaire** customer on Dream Market. The recipient told investigators that **CaliClaire** had resumed selling heroin directly to customers under the username “**CaliClaire**” on Encrypted Email Service A.

In September 2019, investigators seized another USPS parcel (later found to contain 2 grams of a gray substance that field-tested positive for heroin) being shipped to an address in Washington County, Oregon. Investigators contacted the intended recipient and learned the recipient was another former **CaliClaire** customer on Dream Market. The recipient told investigators that **CaliClaire** had resumed selling heroin directly to customers under the username “**clairebear2**” on Encrypted Email Service B.

On September 24, 2019, an undercover investigator purchased 2 grams of heroin from **clairebear2**@[Encrypted Email Service B] for \$300 in bitcoin. On September 25, investigators conducted surveillance outside **GREEN**’s Salisbury apartment and saw **GREEN** exit the building carrying a plastic shopping bag that appeared to contain mail parcels. **GREEN** entered a black Mercedes-Benz by himself and drove directly to the Post Office in Millsboro, Delaware. At the Post Office, investigators captured a video of **GREEN** placing three parcels into a drive-up mailbox. After **GREEN** drove away, investigators searched the mailbox and recovered the parcels that **GREEN** had just deposited. One of the parcels was addressed to the undercover address and contained 3 grams of a substance that field-tested positive for heroin. Investigators then executed a search warrant for one of the other parcels, which was addressed to a recipient in northeast Kansas, and found that it contained 7.5 grams of a substance that field-tested positive for heroin.

On October 3, 2019, an undercover investigator purchased another 2 grams of heroin from **clairebear2**@[Encrypted Email Service B] for \$300 in bitcoin. Investigators later learned that, during the morning on October 5, **GREEN** accessed a storage unit that he was renting at a storage unit facility in Salisbury, Maryland. Later that day, **GREEN** drove to the Post Office in Berlin, Maryland, and deposited multiple parcels, including the parcel containing the undercover purchase. On October 10, 2019, the undercover purchase was delivered to investigators. Inside the parcel was a small box containing a clear zip-top bag holding approximately 2.5 grams of a substance that field-tested positive for heroin.

II. Execution of Search Warrants at GREEN's Storage Unit and Apartment

On October 16, 2019, law enforcement executed search warrants at GREEN's storage unit and GREEN's apartment.

Inside GREEN's storage unit, officers located the following:

- Approximately 5 grams of heroin;
- Approximately 5 grams of MDA, a Schedule I controlled substance;
- Approximately 33 grams of amphetamine, a Schedule II controlled substance;
- Approximately 48 grams of marijuana;
- Photos of GREEN and mail addressed to GREEN;
- Multiple laptops and cellphones;
- Numerous digital scales;
- Cutting agents and mixing bowls;
- Components to several kilogram presses;
- Ziploc bags, vacuum seal bags, and a vacuum sealer;
- A heat sealer and heat-sealing bags;
- Mailing labels, label makers, and USPS envelopes; and
- A Level 3A body armor vest.

Also inside GREEN's storage unit was a Sentry safe. Officers forced open the safe and located the following items inside:

- Approximately 26 grams of heroin;
- Approximately 334 grams of cutting agent;
- Six firearms:
  - A Davis Industries DM-72 .22 caliber pistol;
  - A 1911 Llama .40 caliber pistol;
  - An H&K .45 pistol, which was loaded with 9 rounds of ammunition;
  - An H&K USP .40 pistol, which had been reported stolen from an officer with the Federal Air Marshal Service;
  - A Smith & Wesson .38 caliber revolver; and
  - A Taurus .357 revolver;
- Approximately ten .40 caliber Winchester cartridges;
- Approximately thirty-five .380 caliber Finocchi cartridges; and
- Approximately \$6,000 in U.S. currency.

Around the same time as the storage unit search, officers executed the search warrant for GREEN's apartment. Inside, they encountered GREEN, who was the only person present. GREEN was advised of, and verbally acknowledged understanding, his *Miranda* rights. When officers told GREEN that they were investigating heroin trafficking, GREEN stated that everything that officers were looking for was in his spare bedroom. Officers searched the spare bedroom and recovered the following items:

- A bag containing approximately 46 grams of heroin;
- A bag containing approximately 41 grams of cocaine, a Schedule II controlled substance;
- Numerous heat-sealed bags containing approximately 1.4 kilograms of marijuana, a Schedule I controlled substance;
- A digital scale with suspected heroin residue;
- A money counter; and
- Drug packaging materials, including: a label maker, mailing labels, USPS envelopes, plastic baggies, and plastic vacuum sealers.

Officers continued searching the spare bedroom and the rest of **GREEN**'s apartment and additionally seized approximately \$7,796 in U.S. currency, a laptop computer, and numerous cellphones, including a white Apple iPhone. ~~As of October 16, 2019, **GREEN** had never reported earning wages in the State of Maryland.~~ **GREEN**, therefore, stipulates and agrees that:

- He knowingly possessed and intended to distribute the controlled substances that were seized from his storage unit and apartment on October 16, 2019;
- The \$13,796 in U.S. currency seized from his storage unit and apartment on October 16, 2019, represents currency that was furnished or intended to be furnished in exchange for controlled substances, or constitutes (or is derived from) proceeds traceable to such exchanges.

### III. Forensic Analysis of **GREEN**'s Electronic Devices

Investigators forensically examined **GREEN**'s iPhone and found that it contained data revealing **GREEN**'s use of Encrypted Email Service B, **GREEN**'s use of the username **CaliClaire** in software used for conducting encrypted communications on dark web marketplaces, and a mobile cryptocurrency storage application. Inside the mobile application, investigators found a bitcoin wallet with transaction history indicating that, at some point prior to the seizure by law enforcement, the wallet held approximately 15.97 bitcoin. At the time **GREEN**'s iPhone was seized, 15.97 bitcoin was worth approximately \$130,000. **GREEN**'s iPhone also contained a picture of the seed phrase for **GREEN**'s bitcoin wallet. Using the seed phrase, investigators reconstituted **GREEN**'s wallet using government-controlled software and discovered that a bitcoin address in **GREEN**'s wallet had received bitcoin sent during another undercover heroin purchase that an investigator made from **clairebear2** on October 15, 2019.

Investigators also forensically examined the laptop seized from **GREEN**'s apartment and located data indicating that **GREEN**'s laptop had been used to conduct the following activities:

- To search Google Maps for:
  - The return address on the parcel sent from **clairebear2** to the recipient in Washington County, Oregon, in September 2019;
  - The return address on the parcel containing the undercover heroin purchase that investigators made from **clairebear2** on September 24, 2019; and

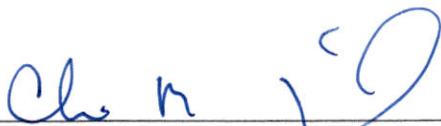
- The return address on the parcel containing the undercover heroin purchase that investigators made from **clairebear2** on October 3, 2019.
- To conduct internet searches for:
  - Images of heroin;
  - Websites used to conduct both recorded and unrecorded cryptocurrency transactions; and
  - Search terms “us postal inspector,” “work at home scheme,” and “tracing bitcoin.”
- To autofill the following identifiers on various websites:
  - The names and addresses of approximately 56 individuals who appeared in either return or recipient addresses on parcels seized during the investigation and found to contain heroin, including undercover purchases;
  - An email address with Encrypted Email Service A;
  - The email address **clairebear2**@[Encrypted Email Service B].com; and
  - A password to Encrypted Email Service B.
- To visit website Bitcoin Postage in connection with purchasing the same mailing labels that were printed on each of the parcels that **GREEN** was observed depositing on September 25, 2019.
- To visit usps.com in 2018 and 2019 to search for shipping supplies and more than 200 tracking numbers, including tracking numbers for several of the heroin parcels seized during the investigation, including:
  - The parcel containing the undercover heroin purchase that investigators made from **CaliClaire** on August 28, 2018;
  - The heroin parcel sent from **clairebear2** to the recipient in Washington County, Oregon, in September 2019;
  - The parcel containing the undercover heroin purchase that investigators made from **clairebear2** on September 24, 2019; and
  - The parcel containing the undercover heroin purchase that investigators made from **clairebear2** on October 3, 2019;
- To visit the social media website Reddit, including subpages for topics “bitcoins,” “local bitcoins,” and “USPS,” as well as to conduct searches on the following topics:
  - Containers with cash in the U.S. Mail;
  - Cash deposits and local bitcoins; and
  - “DarkNetMarkets” and “DreamMarket2.”
- To visit internet-based bitcoin exchanges (one was visited 1,093 times) and to visit Encrypted Email Service B, including the inbox for **clairebear2** (which was visited approximately 1,150 times).

- To download bitcoin wallet software and the anonymizing software used for accessing Dream Market.

**GREEN**'s laptop also contained the following digital artifacts:

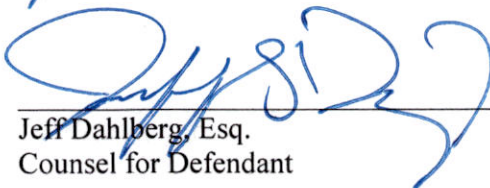
- Email header information from the **clairebear2**@[Encrypted Email Service B] account, including an email dated October 15, 2019, with subject "New Order," and an email dated October 16, 2019, with subject "RE item please."
- Approximately 44 PDF files containing the USPS shipping labels from nearly every heroin parcel seized during the investigation.

SO STIPULATED:

  
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10/12/2021

  
\_\_\_\_\_  
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