

IN THE DISTRICT COURT OF THE UNITED STATES
FOR THE DISTRICT OF SOUTH CAROLINA
GREENVILLE DIVISION

UNITED STATES OF AMERICA)	CR. NO. <u>6:20-210</u>
)	18 U.S.C. § 1341
vs.)	18 U.S.C. § 981(a)(1)(C)
)	28 U.S.C. § 2461(c)
)	
VIKTORS SUHORUKOVS)	INDICTMENT

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COUNTS 1-4
(Mail Fraud)

THE GRAND JURY CHARGES:

1. At times relevant to this indictment, VIKTORS SUHORUKOVS was a citizen and resident of Latvia, who created and operated “Patent and Trademark Office LLC,” a limited liability company registered under the laws of the District of Columbia, and “Patent and Trademark Bureau LLC,” a limited liability company registered under the laws of New York.

THE SCHEME TO DEFRAUD

2. Beginning in at least March 2017 and continuing until or about January 2020, in the District of South Carolina and elsewhere, the Defendant, VIKTORS SUHORUKOVS, did knowingly devise and intend to devise a scheme and artifice to defraud trademark holders, and to obtain money and property from such holders by means of false and fraudulent pretenses, representations, and promises.

MANNER AND MEANS OF THE SCHEME

It was part of the scheme to defraud that VIKTORS SUHORUKOVS did and caused to be done the following:

3. VIKTORS SUHORUKOVS would and did send or caused to be sent purported

trademark renewal notices from “Patent and Trademark Office” and “Patent and Trademark Bureau” to individuals and entities whose trademarks neared their renewal dates. The notices state that the victim’s trademark is about to expire and direct the victim to sign and return the notice in order to renew the trademark.

4. VIKTORS SUHORUKOVVS created a false impression that his corporate entities, Patent and Trademark Bureau and Patent and Trademark Office, were the United States Patent and Trademark Office, when, in truth and in fact, they were third parties under VIKTORS SUHORUKOVVS’s control.

5. VIKTORS SUHORUKOVVS misrepresented to victims the date that the victim’s trademark was scheduled to expire, when, in truth and in fact, the victims’ trademarks were scheduled to expire at a later date.

6. VIKTORS SUHORUKOVVS misrepresented to victims that he possessed the legal authority to renew trademarks on behalf of third parties, when, in truth and in fact, VIKTORS SUHORUKOVVS lacked such authority.

7. VIKTORS SUHORUKOVVS misrepresented that he would renew the victim’s trademark when, in truth and in fact, VIKTORS SUHORUKOVVS, as a matter of practice, did not do so, or by operation of law, could not do so at the time so represented.

8. Based upon VIKTORS SUHORUKOVVS’s misrepresentations, omissions, and concealments, the victims submitted responses to the purported trademark renewal notices to VIKTORS SUHORUKOVVS.

9. After receiving the victims’ responses, VIKTORS SUHORUKOVVS would and did send, or caused to be sent by US Mail or a private or commercial interstate carrier, invoices for his renewal services, which charged grossly inflated prices for his purported trademark

renewal services when compared to the actual cost of renewal.

10. During this period, VIKTORS SUHORUKOV'S obtained at least 916 instruments representing payments for U.S. trademark renewal fees from individuals and entities across the United States and Canada with a total value of at least \$1,279,409.01.

MAILINGS IN FURTHERANCE OF THE SCHEME

11. On or about the dates set forth below, in the District of South Carolina and elsewhere, for the purpose of executing or attempting to execute the above-described scheme and artifice to defraud and deprive, the Defendant, VIKTORS SUHORUKOV'S, did knowingly cause to be delivered by US Mail or a private or commercial interstate carrier the following envelopes containing invoices for trademark renewal services:

<u>COUNT</u>	<u>DATE</u>	<u>ADDRESS</u>	<u>INVOICE</u>
1	April 19, 2019	L.R. Suite 70, 1735 Decker Blvd. Columbia, South Carolina	Invoice No. 11878 for renewal of trademark 4816859 in the amount of \$925.00
2	July 12, 2019	Sugar Beeze, LLC, c/o J.M. 25 Scarlett Street Greenville, South Carolina	Invoice No. 14042 for renewal of trademark 4863870 in the amount of \$925.00
3	September 9, 2019	South Carolina Farm Bureau Federation, Inc. Knox Abbott Drive Cayce, South Carolina	Invoice No. 102882 for renewal of trademark 2653654 in the amount of \$1650.00
4	October 14, 2019	QSM, Inc. 427 McNeely Road Piedmont, South Carolina	Invoice No. 103805 for renewal of trademark 5108365 in the amount of \$925.00

All in violation of Title 18, United States Code, Section 1341.

FORFEITURE

MAIL FRAUD:

Upon conviction for violation of Title 18, United States Code, Section 1341 as charged in this Indictment, the Defendant, VIKTORS SUHORUKOV, shall forfeit to the United States any property, real or personal, constituting, derived from or traceable to proceeds the Defendant obtained directly or indirectly as a result of such offense.

PROPERTY:

Pursuant to 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c), the property subject to forfeiture includes, but is not limited to, the following:

1. Cash Proceeds/Forfeiture Judgment:

A sum of money equal to all proceeds the Defendant obtained directly or indirectly from the offenses charged in the Indictment, that is, a minimum of approximately \$1,279,409.01 in United States currency, and all interest and proceeds traceable thereto.

2. Checks:

Nine-hundred sixteen (916) negotiable instruments with a face value of \$1,279,409.01, which were seized from the custody of United Bank, in the names of Patent and Trademark Office and Patent and Trademark Bureau.

SUBSTITUTE ASSETS:

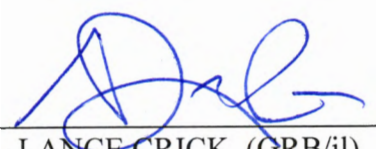
If any of the property described above as being subject to forfeiture, as a result of any act or omission of the Defendant –

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

it is the intent of the United States, pursuant to Title 21, United States Code, Section 853(p), as incorporated by 28 U.S.C. § 2461(c), to seek forfeiture of any other property of the said Defendant up to the value of the above described forfeitable property;

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

A TRUE Bill



A. LANCE CRICK (GRB/jl)
ACTING UNITED STATES ATTORNEY

REDACTED
FOREPERSON