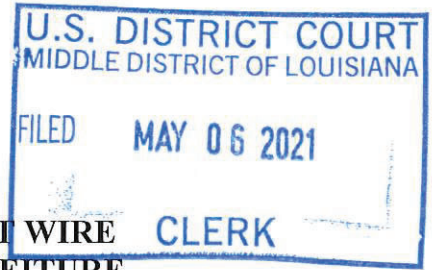


UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF LOUISIANA



INDICTMENT FOR CONSPIRACY TO COMMIT WIRE  
FRAUD, WIRE FRAUD, AND NOTICE OF FORFEITURE

UNITED STATES OF AMERICA

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CRIMINAL NO. 21-29-SDJ-RLB

*versus*

18 U.S.C. § 1349

18 U.S.C. § 1343

HASKELL KNIGHT,  
a/k/a "Trey Knight," and

18 U.S.C. § 2

EMILY KNIGHT,  
a/k/a "Emily Ricciardelli,"  
a/k/a "Emily Fryer"

18 U.S.C. § 981(a)(1)(C)

28 U.S.C. § 2461(c)

THE GRAND JURY CHARGES:

GENERAL ALLEGATIONS

At all times relevant to this Indictment:

1. **HASKELL KNIGHT, a/k/a "Trey Knight" ("HASKELL KNIGHT")**, a defendant herein, was a resident of Austin, Texas, and Ponte Vedra, Florida, who purported to be starting a new company called Udoxa, LLC.

2. **EMILY KNIGHT, a/k/a "Emily Ricciardelli," a/k/a "Emily Fryer"** ("**EMILY KNIGHT**"), a defendant herein and **HASKELL KNIGHT**'s wife, was a resident of Austin, Texas, and Ponte Vedra, Florida, who handled the bank account for Udoxa, LLC.

3. Udoxa, LLC ("**Udoxa**"), was established on paper as a Wyoming limited liability company based in Fort Worth, Texas, that purported to sell nutritional supplements through network marketing, though the company never conducted any actual sales.

USA Sealed Group  
USM  
USPO

4. JR was a businessman and resident of Baton Rouge, Louisiana, from whom **HASKELL KNIGHT** and **EMILY KNIGHT** accepted \$50,000 to start Udoxa in exchange for a promise to repay that amount plus interest.

5. Udoxa never operated as a real company and **HASKELL KNIGHT** defaulted on all debt obligations associated with Udoxa and did not voluntarily return any monies loaned to or invested in Udoxa after demands from JR and others for repayment had been made.

**COUNT ONE**  
**CONSPIRACY TO COMMIT WIRE FRAUD – 18 U.S.C. § 1349**

6. Paragraphs 1 through 5 of this Indictment are incorporated herein by reference as factual allegations.

**The Scheme:**

7. From in or about March 2016 through at least in or about June 2020, in the Middle District of Louisiana, and elsewhere, **HASKELL KNIGHT** and **EMILY KNIGHT**, the defendants herein, did knowingly and intentionally conspire and agree to devise a scheme and artifice to defraud, and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises, and for the purpose of executing such scheme and artifice, to transmit and cause to be transmitted by means of wire communications in interstate commerce certain writings, signs, signals, pictures, and sounds.

**Purpose of the Scheme:**

8. The purpose of the defendants' scheme was to obtain monies, funds, assets, and other property owned by and under the custody and control of potential lenders to and investors in Udoxa, by means of materially false and fraudulent pretenses, representations,

and promises, without any intention to ever invest those assets in Udoxa as represented or to ever repay those funds.

**Manner and Means:**

9. In furtherance of the scheme and to accomplish the purpose of the scheme, **HASKELL KNIGHT** and **EMILY KNIGHT** used the following manner and means to commit, and to cause to be committed, the following acts, among others, in the Middle District of Louisiana and elsewhere, as described in the following paragraphs.

10. **HASKELL KNIGHT** and **EMILY KNIGHT** would solicit loans or investment capital for Udoxa from interested individuals, either directly or through third parties, in telephone conversations, email communications, and personal meetings.

11. **HASKELL KNIGHT** would encourage such loans or investment through false and fraudulent representations that Udoxa had more money on hand than it actually did and that a wealthy businessman had pledged to invest \$3.2 million in the company.

12. **HASKELL KNIGHT** and **EMILY KNIGHT** would establish a bank account represented to be for Udoxa, into which some loan and investment proceeds would be deposited, with **EMILY KNIGHT** serving as the sole account holder and signatory.

13. **HASKELL KNIGHT** would provide falsified Udoxa bank account records with inflated balances and other falsified company documents to potential lenders or investors as assurance that Udoxa was a real company in excellent financial shape.

14. **HASKELL KNIGHT** would sign promissory notes and personal guarantees in his individual capacity to reassure Udoxa lenders and investors that they would be repaid their respective loans or investments plus interest.

15. **HASKELL KNIGHT** and **EMILY KNIGHT**, through these and other assurances and representations, would cause investors to wire funds to **EMILY KNIGHT** for deposit into either her personal account or Udoxa's purported bank account.

16. **HASKELL KNIGHT** would enter into financial arrangements to lease office space and to have company documents drafted, in an effort to make Udoxa look like a real company, and then would not pay for the leased premises or the completed documents.

17. **HASKELL KNIGHT**, in order to secure the lease for Udoxa's office space, would submit falsified bank account records purporting to show that the company had enough capital to afford the lease each month.

18. **HASKELL KNIGHT** and **EMILY KNIGHT** would use the funds from Udoxa's purported bank account largely to pay for goods and services unrelated to Udoxa and to cover personal expenses such as restaurant meals and credit card bills.

19. **HASKELL KNIGHT** would falsely tell concerned lenders or investors in telephone conversations and email communications that they would receive additional returns on their Udoxa loan or investment or, if they wanted, a complete refund.

20. **EMILY KNIGHT** would write and sign bad checks from Udoxa's purported bank account, for which there were insufficient funds, and place stop orders on checks after they had been written, so that payees would not receive their money.

21. **HASKELL KNIGHT** and **EMILY KNIGHT** would never establish Udoxa as an operating business, would spend Udoxa's investment capital largely on items unrelated to the company, and would not issue refunds to Udoxa investors who demanded them.

**Acts in Execution of the Scheme:**

22. In order to execute and attempt to execute the scheme, and to accomplish the purposes of the scheme, **HASKELL KNIGHT** and **EMILY KNIGHT** committed and caused others to commit the following acts, among others, in the Middle District of Louisiana and elsewhere, as described in the following paragraphs.

23. In or about March 2016, **HASKELL KNIGHT** approached LC, who worked at the same company as **HASKELL KNIGHT**, and proposed that they start a new business of their own, which would later come to be known as Udoxa.

24. In or about March 2016, **HASKELL KNIGHT** falsely advised LC that a wealthy businessman had already pledged to invest \$3.2 million in the company, but that they would need to raise an additional \$250,000-\$300,000 to start the business.

25. On or about April 5, 2016, **HASKELL KNIGHT** sent an email to JA about investing \$50,000 in the new business that would become Udoxa, and about recouping \$100,000 that JA had lost in a prior venture with **HASKELL KNIGHT** through a one-time consulting payment from the new business's purported \$3.2 million capitalization.

26. On or about April 7, 2016, **HASKELL KNIGHT** and **EMILY KNIGHT** caused JA to send a wire transfer, described in the bank paperwork as an "INVESTMENT," in the amount of \$50,000 from her bank account to **EMILY KNIGHT**'s personal account at Capital One Bank.

27. On or about April 8, 2016, **HASKELL KNIGHT** signed a promissory note to pay JA \$50,000 plus interest.

28. In or about May 2016, **HASKELL KNIGHT** and LC met with DD about investing \$50,000 in Udoxa, and **HASKELL KNIGHT** falsely advised DD that a wealthy businessman had already pledged to invest \$3.2 million in the company.

29. On or about May 17, 2016, **HASKELL KNIGHT** and LC signed a promissory note to pay DD \$50,000 plus interest and presented DD with a subscription agreement for a 2.5% share in Udoxa.

30. On or about May 17, 2016, **HASKELL KNIGHT** and **EMILY KNIGHT** caused DD to send a wire transfer in the amount of \$50,000 from his bank account to Udoxa's account at Capital One Bank.

31. In or about May 2016, **HASKELL KNIGHT** and **EMILY KNIGHT** caused LC to approach JR, a businessman in Baton Rouge, Louisiana, about investing \$50,000 in Udoxa.

32. On or about May 17, 2016, **HASKELL KNIGHT** and LC signed a promissory note and a personal guarantee, which **EMILY KNIGHT** witnessed, that JR would be paid \$50,000 plus interest.

33. On or about May 19, 2016, **HASKELL KNIGHT** and **EMILY KNIGHT** caused LC to email instructions to JR on how to wire \$50,000 from Regions Bank, where JR had an account, to Udoxa's account at Capital One Bank.

34. On or about May 26, 2016, **HASKELL KNIGHT** and **EMILY KNIGHT** caused JR to send a wire transfer in the amount of \$50,000 from his Regions Bank account to Udoxa's account at Capital One Bank.

35. On or about May 26, 2016, **HASKELL KNIGHT** and **EMILY KNIGHT** caused Capital One Bank to confirm, via Fedwire message to Regions Bank, its receipt of the \$50,000 wire transfer from JR.

36. In or about August 2016, **HASKELL KNIGHT** met with WG about a \$50,000 loan for Udoxa, and showed WG false and fraudulent Udoxa bank statements with inflated balances and a Udoxa operating agreement with the forged signatures of LC, DD, and JR.

37. On or about August 15, 2016, **HASKELL KNIGHT** signed a promissory note and a pledge agreement, in his personal capacity and as “CEO/Managing Member” of Udoxa, to pay WG’s corporation \$50,000 plus interest and to grant a 55% stake in Udoxa.

38. On or about August 15, 2016, **HASKELL KNIGHT** caused WG to withdraw \$50,000 in cash from his bank account and give the funds to him as loan proceeds for Udoxa, though this money was never deposited in Udoxa’s account at Capital One Bank.

39. On or about October 12, 2016, in response to a demand for repayment from JR, **HASKELL KNIGHT** caused to be sent a false and fraudulent email to JR purporting to be from “Susan Roberts” at Udoxa stating “UDOXA, LLC is working with its corporate council [sic] and new GM [general manager] to respond to your request as well as update all the parties involved with the future plans of the concept start up.”

40. On or about October 24, 2016, once it became apparent that Udoxa was not conducting actual business, **HASKELL KNIGHT** participated in a telephone conversation with JR in which he promised to repay JR’s \$50,000 investment.

41. On or about October 24, 2016, **HASKELL KNIGHT** sent an email to JR promising to repay the \$50,000 in exchange for JR stopping all legal action and other efforts to collect those funds.

42. On or about October 25, 2016, **HASKELL KNIGHT** sent another email to JR asking whether everything was okay with the prior email and promising to send a formal letter to JR setting out the same terms, though no such letter was ever received.

43. In total, from on or about May 17, 2016, through on or about December 10, 2016, **HASKELL KNIGHT** and **EMILY KNIGHT** obtained \$100,000 from DD and JR, based on the false and fraudulent representations described herein; once the funds were deposited into Udoxa's bank account, and contrary to the representations to DD and JR, **HASKELL KNIGHT** and **EMILY KNIGHT** spent a significant portion of the funds, at least approximately \$45,388.38, on personal and business expenses unrelated to Udoxa.

44. Moreover, from on or about April 7, 2016, through on or about August 15, 2016, **HASKELL KNIGHT** obtained an additional \$100,000 from JA and WG, based on the false and fraudulent representations described herein; those funds were never deposited into Udoxa's bank account, and contrary to the representations to JA and WG, **HASKELL KNIGHT** and **EMILY KNIGHT** pocketed the funds outright and never used them for any purpose related to Udoxa.

45. On or about December 23, 2016, **HASKELL KNIGHT** and **EMILY KNIGHT** caused Capital One Bank to charge off Udoxa's account as a total loss, due to \$573.80 in unpaid check overdraft, stop payment, and account maintenance fees.



46. From on or about January 16, 2017, through on or about June 5, 2017, **HASKELL KNIGHT** sent text messages and left voicemails for WG citing a non-existent lawsuit for control of Udoxa and other false and fraudulent excuses for nonpayment.

47. On or about April 25, 2018, **HASKELL KNIGHT** and **EMILY KNIGHT** entered into a personal bankruptcy settlement with DD, JR, and WG, after those individuals sued the bankruptcy estate to recoup their individual \$50,000 investments; in that settlement, **HASKELL KNIGHT** and **EMILY KNIGHT** would pay DD, JR, and WG only pennies on every dollar owed them. There had been no prior attempts to repay them, and the bankruptcy settlement did not make them whole.

48. On or about May 2, 2018, **HASKELL KNIGHT** and **EMILY KNIGHT** completely discharged their \$50,000 debt to JA in personal bankruptcy without making any prior attempt at repayment.

49. From in or about May 2018 through in or about April 2019, **HASKELL KNIGHT** sent text messages to JA citing false and fraudulent excuses for nonpayment and lack of communication, including one message, on or about October 15, 2018, stating that he had been arrested and spent time in jail, though that was not true.

50. On or about March 5, 2019, after learning that there was an FBI investigation into his activities, **HASKELL KNIGHT** caused an entity named Navan Global to start making periodic payments to JA to appear to cover her Udoxa fraud loss, though Navan Global was completely unrelated to Udoxa and JA had not performed any professional or employment services for Navan Global to warrant those payments.

51. In or about June 2020, after learning that the FBI investigation into his activities was ongoing, and in an attempt to cover his tracks and stop the investigation with the false appearance of an honest business dispute, **HASKELL KNIGHT** finally paid DD, JR, and WG in full for their Udoxa fraud losses.

The above is a violation of Title 18, United States Code, Sections 1349 and 1343.

**COUNTS TWO THROUGH EIGHT**  
**WIRE FRAUD – 18 U.S.C. § 1343**

52. Paragraphs 1 through 51 of this Indictment are incorporated herein by reference as factual allegations.

53. On or about the dates listed below, in the Middle District of Louisiana, and elsewhere, **HASKELL KNIGHT** and **EMILY KNIGHT**, the defendants herein, aided and abetted by each other, for the purpose of executing the scheme described above, caused to be transmitted by means of wire communications in interstate commerce the writings, signs, signals, pictures, and sounds described below for each count, with each transmission constituting a separate count:

<b>COUNT</b>	<b>DEFENDANT(S)</b>	<b>DATE (On or About)</b>	<b>WIRE TRANSMISSION</b>
2	<b>HASKELL KNIGHT and EMILY KNIGHT</b>	May 19, 2016	The defendants caused LC to email instructions to JR on how to wire \$50,000 to Udoxa's account at Capital One Bank.
3	<b>HASKELL KNIGHT and EMILY KNIGHT</b>	May 26, 2016	The defendants caused JR to send a wire transfer of the \$50,000 to Udoxa's account at Capital One Bank.
4	<b>HASKELL KNIGHT and EMILY KNIGHT</b>	May 26, 2016	The defendants caused Capital One Bank to send a Fedwire message to JR's bank in Baton Rouge that it had received the \$50,000.

5	<b>HASKELL KNIGHT</b>	October 12, 2016	The defendant caused “Susan Roberts” to send an email to JR promising that Udoxa is working with “corporate council [sic] and new GM” to respond to JR’s demand for refund of the \$50,000 and to update all parties on “the future plans of the concept start up.”
6	<b>HASKELL KNIGHT</b>	October 24, 2016	The defendant participated in a telephone conversation with JR in which the defendant promised to refund the \$50,000.
7	<b>HASKELL KNIGHT</b>	October 24, 2016	The defendant sent an email to JR promising to refund the \$50,000 in exchange for JR stopping legal action and other collection efforts.
8	<b>HASKELL KNIGHT</b>	October 25, 2016	The defendant sent an email to JR promising a more formal letter confirming the terms for refunding the \$50,000.

Each of the above is a violation of Title 18, United States Code, Sections 1343 and

2.

**NOTICE OF FORFEITURE**

54. Paragraphs 1 through 53 of this Indictment are incorporated herein by reference as factual allegations.

55. Upon conviction of an offense alleged in any of Counts One through Eight of this Indictment, **HASKELL KNIGHT** shall forfeit to the United States pursuant to 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c), all property, real and personal, that constitutes or is derived from proceeds traceable to the violation, including but not limited to a sum of money equal to the amount of the proceeds of the offense.

56. Upon conviction of an offense alleged in any of Counts One through Four of this Indictment, **EMILY KNIGHT** shall forfeit to the United States pursuant to 18 U.S.C. §

981(a)(1)(C) and 28 U.S.C. § 2461(c), all property, real and personal, that constitutes or is derived from proceeds traceable to the violation, including but not limited to a sum of money equal to the amount of the proceeds of the offense.

57. If any of the above-described forfeitable property, 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 that cannot be divided without difficulty;

it is the intent of the United States, pursuant to 21 U.S.C. § 853(p) as incorporated by 18 U.S.C. § 982(b), to seek forfeiture of any other property of the defendants up to the value of the forfeitable property described above.

UNITED STATES OF AMERICA, by

*Ellison C. Travis*  
 ELLISON C. TRAVIS  
 ACTING UNITED STATES ATTORNEY  
 MIDDLE DISTRICT OF LOUISIANA

*Brian K. Frazier*  
 BRIAN K. FRAZIER  
 ASSISTANT U.S. ATTORNEY

**A TRUE BILL**

**REDACTED**  
**PER PRIVACY ACT**

\_\_\_\_\_  
 GRAND JURY FOREPERSON

*5/6/21*  
 DATE

Criminal Cover Sheet

U.S. District Court

Place of Offense:

Matter to be sealed  No  Yes

City Baton Rouge

Related Case Information:

County/Parish East Baton Rouge

Superseding Indictment \_\_\_\_\_ Docket Number \_\_\_\_\_

Same Defendant \_\_\_\_\_ New Defendant X

\*Investigating Agency FBI

Magistrate Case Number \_\_\_\_\_

\*Agent Katie Craft

Search Warrant Case No. \_\_\_\_\_

R 20/ R 40 from District of \_\_\_\_\_

Any Other Related Cases: \_\_\_\_\_

Defendant Information:

Defendant Name: Haskell Knight

Alias: Trey Knight

Address: \_\_\_\_\_

Birthdate: \_\_\_\_\_ SS #: \_\_\_\_\_ Sex: \_\_\_\_\_ Race: \_\_\_\_\_ Nationality: \_\_\_\_\_

U.S. Attorney Information:

AUSA Brian Frazier Bar # TNBN 016691

Interpreter:  No  Yes List language and/or dialect: \_\_\_\_\_

Location Status:

Arrest Date \_\_\_\_\_  
\_\_\_\_\_ Already in Federal Custody as of \_\_\_\_\_  
\_\_\_\_\_ Already in State Custody  
\_\_\_\_\_ On Pretrial Release

U.S.C. Citations:

Total # of Counts: 8

<u>Index Key/Code</u>	<u>Description of Offense Charged</u>	<u>Count(s)</u>	<u>Petty/ Misdemeanor/ Felony</u>
<u>18:1349 &amp; 1343</u>	<u>Conspiracy to Commit Wire Fraud</u>	<u>1</u>	<u>F</u>
<u>18:1343 &amp; 2</u>	<u>Wire Fraud</u>	<u>2-8</u>	<u>F</u>

Date: 5/6/21

Signature of AUSA: *Brian Frazier*

District Court Case Number (To be filled in by deputy clerk): \_\_\_\_\_

Criminal Cover Sheet

U.S. District Court

Place of Offense:

Matter to be sealed  No  Yes

City Baton Rouge

Related Case Information:

County/Parish East Baton Rouge

Superseding Indictment \_\_\_\_\_ Docket Number \_\_\_\_\_

Same Defendant \_\_\_\_\_ New Defendant X

\*Investigating Agency FBI

Magistrate Case Number \_\_\_\_\_

\*Agent Katie Craft

Search Warrant Case No. \_\_\_\_\_

R 20/ R 40 from District of \_\_\_\_\_

Any Other Related Cases: \_\_\_\_\_

Defendant Information:

Defendant Name: Emily Knight

Alias: Emily Ricciardelli and Emily Fryer

Address: \_\_\_\_\_

Birthdate: \_\_\_\_\_ SS #: \_\_\_\_\_ Sex: \_\_\_\_\_ Race: \_\_\_\_\_ Nationality: \_\_\_\_\_

U.S. Attorney Information:

AUSA Brian Frazier Bar # TNBN 016691

Interpreter:  No  Yes List language and/or dialect: \_\_\_\_\_

Location Status:

Arrest Date \_\_\_\_\_  
\_\_\_\_\_ Already in Federal Custody as of \_\_\_\_\_  
\_\_\_\_\_ Already in State Custody  
\_\_\_\_\_ On Pretrial Release

U.S.C. Citations:

Total # of Counts: 4

<u>Index Key/Code</u>	<u>Description of Offense Charged</u>	<u>Count(s)</u>	<u>Petty/ Misdemeanor/ Felony</u>
<u>18:1349 &amp; 1343</u>	<u>Conspiracy to Commit Wire Fraud</u>	<u>1</u>	<u>F</u>
<u>18:1343 &amp; 2</u>	<u>Wire Fraud</u>	<u>2-4</u>	<u>F</u>

Date: 5/6/21

Signature of AUSA: Brian Frazier

District Court Case Number (To be filled in by deputy clerk): \_\_\_\_\_