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Approved: SARAH MORTAZAVI
Assistant United States Attorney

Before: THE HONORABLE HENRY PITMAN
United States Magistrate Judge
Southern District of New York

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UNITED STATES OF AMERICA : SEALED COMPLAINT

- v. - : Violation of
18 U.S.C. §§ 2, 371,
JOSEPH MELI, and : 1343; 15 U.S.C. §§
JAMES SINISCALCHI, : 78j(b), 78ff; 17 C.F.R.
: \$ 240.10b-5

Defendants. :
: COUNTY OF OFFENSE:
: NEW YORK

- - - - - X

SOUTHERN DISTRICT OF NEW YORK, ss.:

ANTHONY GIATTINO, being duly sworn, deposes and says that he is a Special Agent with the United States Attorney's Officer for the Southern District of New York ("SDNY"), and charges as follows:

COUNT ONE
(Conspiracy to Commit Securities Fraud and Wire Fraud)

1. From at least in or about March 2017 through at least in or about April 2018, in the Southern District of New York and elsewhere, JOSEPH MELI and JAMES SINISCALCHI, the defendants, and others known and unknown, willfully and knowingly did combine, conspire, confederate and agree together and with each other to commit offenses against the United States, to wit, securities fraud, in violation of Title 15, United States Code, Sections 78j(b) & 78ff, and Title 17, Code of Federal Regulations, Section 240.10b-5; and wire fraud, in violation of Title 18, United States Code, Section 1343.

2. It was a part and object of the conspiracy that JOSEPH MELI and JAMES SINISCALCHI, the defendants, and others known and unknown, willfully and knowingly, directly and indirectly, by the use of the means and instrumentalities of

interstate commerce, and of the mails, and of facilities of national securities exchanges, would and did use and employ, in connection with the purchase and sale of securities, manipulative and deceptive devices and contrivances in violation of Title 17, Code of Federal Regulations, Section 240.10b-5 by: (a) employing devices, schemes and artifices to defraud; (b) making untrue statements of material fact and omitting to state material facts necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading; and (c) engaging in acts, practices and courses of business which operated and would operate as a fraud and deceit upon persons, all in violation of Title 15, United States Code, Sections 78j(b) & 78ff, and Title 17, Code of Federal Regulations, Section 240.10b-5.

3. It was a further part and an object of the conspiracy that JOSEPH MELI and JAMES SINISCALCHI, the defendants, and others known and unknown, willfully and knowingly, having devised and intending to devise a scheme and artifice to defraud, and for obtaining money and property by means of false and fraudulent pretenses, representations, and promises, would and did transmit and cause to be transmitted by means of wire communication in interstate commerce writings, signs, signals, pictures and sounds, for the purpose of executing such scheme and artifice, in violation of Title 18, United States Code, Section 1343.

Overt Acts

4. In furtherance of the conspiracy and to effect the illegal objects thereof, JOSEPH MELI and JAMES SINISCALCHI, the defendants, and their co-conspirators committed the following overt acts, among others, in the Southern District of New York and elsewhere:

a. In or about June 2017, SINISCALCHI caused an entity that he controlled ("SINISCALCHI Company-1") to enter into contracts to deliver, or to purchase with investor money, tickets to live events on behalf of Indio Entertainment, LLC ("Indio"), for the purpose of reselling those tickets for a profit, and distributing the profits amongst investors.

b. On or about June 13, 2017, a bank account controlled by SINISCALCHI Company-1 ("SINISCALSHI Account-1"), which was located in New York, New York, received wire transfers from a bank account controlled by Indio (the "Indio Account"),

totaling approximately \$359,000. On or about June 14, 2017, SINISCALCHI sent a wire transfer in the amount of \$90,000 to the bank account of a second entity controlled by SINISCALCHI ("SINISCALSHI Company-2").

c. On or about June 26, 2017, SINISCALCHI Account-1 received a wire transfer from the Indio Account in the amount of \$345,000. In or about June 2017, JAMES SINISCALCHI, the defendant, sent a wire transfer in the amount of \$10,000 from SINISCALCHI Account-1 to SINISCALCHI's personal bank account.

d. In or about February 2017, MELI arranged for a meeting between himself, his attorneys, and two individuals who later became the Chief Financial Officer ("PARTNER-1") and Chief Executive Officer ("PARTNER-2") of Indio, to discuss the merits of the ticket resale industry and MELI's ability to act as an advisor to any ticket resale business established by PARTNER-1 and PARTNER-2.

(Title 18, United States Code, Section 371.)

COUNT TWO
(Securities Fraud)

5. From at least in or about March 2017 through at least in or about April 2018, in the Southern District of New York and elsewhere, JOSEPH MELI and JAMES SINISCALCHI, the defendants, willfully and knowingly, directly and indirectly, by the use of means and instrumentalities of interstate commerce, the mails and the facilities of national securities exchanges, in connection with the purchase and sale of securities, did use and employ manipulative and deceptive devices and contrivances, in violation of Title 17, Code of Federal Regulations, Section 240.10b-5, by (a) employing devices, schemes and artifices to defraud; (b) making untrue statements of material facts and omitting to state material facts necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading; and (c) engaging in acts, practices and courses of business which operated and would operate as a fraud and deceit upon persons, to wit, SINISCALCHI and MELI, defrauded Indio by falsely representing that they could procure, or had the ability to procure, tickets to theatrical events and concerts for resale on the secondary market, and in turn caused representatives of Indio to make fraudulent representations to investors regarding the same, and

subsequently misappropriated investor funds for their own personal use.

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

COUNT THREE
(Wire Fraud)

6. From at least in or about March 2017 through in or about April 2018, in the Southern District of New York and elsewhere, JAMES SINISCALCHI and JOSEPH MELI, the defendants, willfully and knowingly, having devised and intending to devise a scheme and artifice to defraud, and for obtaining money and property by means of false and fraudulent pretenses, representations, and promises, would and did transmit and cause to be transmitted by means of wire communication in interstate commerce writings, signs, signals, pictures and sounds for the purpose of executing such scheme and artifice, to wit, SINISCALCHI and MELI, SINISCALCHI and MELI, defrauded Indio by falsely representing that they could procure, or had the ability to procure, tickets to theatrical events and concerts for resale on the secondary market, and in turn caused representatives of Indio to make fraudulent representations to investors regarding the same, and subsequently misappropriated investor funds for their own personal use.

(Title 18, United States Code, Sections 1343 & 2.)

The bases for my knowledge and for the foregoing charges are, in part, as follows:

7. I am a Special Agent employed by the U.S. Attorney's Office for the Southern District of New York. I have been a Special Agent with the U.S. Attorney's Office for the Southern District of New York for approximately two years. Prior to joining the U.S. Attorney's Office, I was a Special Agent with the Department of Homeland Security, Homeland Security Investigations ("DHS/HSI") for approximately eight years. I was assigned to a financial cybercrime squad in DHS/HSI's New York Field Office from 2012 to 2017.

8. I am familiar with the facts and circumstances set forth below from my personal participation in the investigation, including my examination of reports and records,

interviews I have conducted, and conversations with another law enforcement officer and other individuals. Because this affidavit is being submitted for the limited purpose of establishing probable cause, it does not include all the facts that I have learned during the course of my investigation. Where the contents of documents and the actions, statements, and conversations of others are reported herein, they are reported in substance and in part, unless noted otherwise.

RELEVANT ENTITIES AND INDIVIDUALS

9. Indio is a limited liability corporation incorporated in Delaware that is engaged in the business of bulk purchasing tickets to live events, including concerts and theatrical productions, on behalf of investors, and reselling those tickets on the secondary market for profit. On or about May 8, 2017, Indio was incorporated by two partners ("PARTNER-1" and "PARTNER-2"). Based upon my review of promotional materials prepared by Indio and other records of emails and Whatsapp communications, and from my conversations with PARTNER-1, I have learned that, as of at least in or about March 2017, JOSEPH MELI, the defendant, was an advisor to Indio, and as of at least in or about June 5, 2017 through at least in or about November 2017, JAMES SINISCALCHI, the defendant, who is a relative of MELI's, was the Chief Compliance Officer of Indio.

10. Based on my review of records from the New York State Department of State, I have learned that in or about June 2017, four companies were registered in New York, New York with the New York State Department of State under the same address ("Address-1"): SINISCALCHI Company-1, SINISCALCHI Company-2, SINISCALCHI Company-3, and SINISCALCHI Company-4. Based on my participation in this investigation and my review of bank account records associated with JAMES SINISCALCHI, the defendant, as well as my review of law enforcement databases, I have learned that Address-1 is a rental apartment used by SINISCALCHI.

11. Based on my review of court records and my discussions with law enforcement officers, I have learned that on or about January 26, 2017, JOSEPH MELI, the defendant, was charged in the U.S. District Court for the Southern District of New York for, among other offenses, committing securities and wire fraud between in or about November 2015 through in or about January 2017, in violation of Title 18, United States Code, Sections 371, 1343 and 2, Title 15, United States Code, Sections

78j(b) & 78ff, and Title 17, Code of Federal Regulations, Section 240.10b-5, through his operation of a company (the "MELI Company") which purported to be in the business of purchasing and reselling for profit tickets to various live events including concerts and theatrical productions (the "2017 Criminal Case"). On or about October 31, 2017, MELI pled guilty before the Honorable Barbara Moses, United States Magistrate Judge, to one count of securities fraud. From my review of MELI's plea allocution on or about October 31, 2017, I have learned that MELI stated the following under oath:

a. "Starting in about 2015 in New York, I misled investors, and I took inappropriate business by soliciting their investments with false documents. I represented to certain investors that I had formal written contracts to purchase bulk tickets to live events. Those formal contracts did not always exist as I represented. In some cases, I showed investors contracts that appeared to be signed by people who had not signed them. And in some cases, those contracts did not accurately reflect the true agreements related to my bulk purchases of live events. I knew what I was doing was wrong"

OVERVIEW OF THE FRAUDULENT SCHEME

12. JOSEPH MELI and JAMES SINISCALCHI, the defendants, induced PARTNER-1 and PARTNER-2 to enter into a business arrangement and to provide MELI and SINISCALCHI with investor funds through false and misleading representations and omissions, including, among other things, the following:

a. MELI and SINISCALCHI represented to PARTNER-1 and PARTNER-2, directly and indirectly in substance and in part, that they owned tickets to live events, or that they—through their industry connections—had the ability to procure tickets to live events with investor funds provided by Indio for the purpose of reselling those tickets on the secondary market and distributing the profit amongst investors. In truth and in fact, SINISCALCHI and MELI did not procure tickets for Indio's resale and misappropriated investor funds paid to SINISCALCHI Company-1 for the purpose of purchasing tickets.

b. MELI further represented to PARTNER-1 and PARTNER-2, directly and indirectly, in substance and in part, that the 2017 Criminal Case against MELI was the result of an accounting error and that MELI, through the MELI Company, in

fact owned tickets to live events that MELI was willing to sell to INDIO for purposes of resale on the secondary market on behalf of Indio's investors. In truth and in fact, MELI had no such bulk tickets for live events, the 2017 Criminal Case was not the result of an accounting error, and MELI did not acquire tickets to live events on behalf of Indio as promised.

FORMATION OF INDIO

13. From my discussions with PARTNER-1, and my review of documents and records, including emails and bank account records, I have learned, among other things, the following:

a. In or about December 2016, PARTNER-1 and PARTNER-2 discussed founding and operating a business involved in soliciting investor funds in order to purchase, and resell for profit, tickets to various live events, including concerts and theatrical productions.

b. In or about February 2017, in order to convince PARTNER-1 that the business was viable, PARTNER-2 arranged for a meeting with, among others, PARTNER-1, PARTNER-2, JOSEPH MELI, the defendant, and MELI's attorneys. During that meeting, MELI's attorneys stated, in substance and in part, and on behalf of MELI, the following:

i. The criminal charges filed against MELI for his operation of a ticket resale business were the result of sloppy accounting, not the product of fraud, and the 2017 Criminal Case would be resolved.

ii. The MELI Company had purchased tickets to a theatrical production ("Show-1"). MELI's attorneys were assisting MELI and the MELI Company in selling those tickets.

iii. Notwithstanding the pending charges against MELI, MELI could act as an adviser to any ticket resale company formed by PARTNER-1 and PARTNER-2.

c. In approximately March 2017, PARTNER-1 and PARTNER-2 formed Indio, a limited liability company that would be engaged in the business of buying and reselling for profit tickets to live events.

14. Based on my participation in this investigation, including my discussions with PARTNER-1 and my review of emails

associated with PARTNER-1 and PARTNER-2, I have learned, among other things, that JOSEPH MELI, the defendant, provided advice and guidance to PARTNER-1 and PARTNER-2 regarding the establishment of Indio and remained involved in Indio's operations from at least in or about March 2017 through at least in or about March 2018. For example, on or about March 20, 2017, MELI sent PARTNER-2 an email with the subject line, "change names and events," writing, in the body of the email, "call me and I will work thru a bunch of these changes with you." Attached to this email were several documents, including a draft contract that appeared to be between the MELI Company—described in the document as a company "in the business of purchasing and reselling tickets to concerts and other live events"—and a potential investor, for the purchase of tickets to the 2017-18 Broadway performances of Show-1. From my review of Indio's funding agreements with investors, I have learned that Indio used the MELI Company draft contract that MELI had forwarded as its template for its funding agreements.

15. At least in or about March 2017, JAMES SINISCALCHI, the defendant, a relative of JOSEPH MELI, the defendant, joined Indio as the Chief Compliance Officer. From my participation in this investigation, including my review of emails, chat messages, and other documents, as well as from my conversations with PARTNER-1, I have learned that SINISCALCHI stated to PARTNER-1, in substance and in part, that Indio did not have the name recognition to effectively negotiate bulk ticket purchasing deals with rights holders. SINISCALCHI represented that SINISCALCHI Company-1 had the name recognition and relationships to effectively negotiate bulk ticket purchasing deals with rights holders on Indio's behalf. Based on these representations, and as discussed further below, PARTNER-1 and PARTNER-2, on behalf of Indio, entered into a number of purchase agreements with SINISCALCHI Company-1 to purchase tickets with investor money.

SOLICITATION OF INVESTOR-VICTIMS AND TRANSFER OF INVESTOR FUNDS

16. Based on my participation in this investigation, including my review of documents obtained during the investigation and my discussions with victim-investors and PARTNER-1, I have learned, among other things, that, beginning at least in or about April 2017, PARTNER-1 and PARTNER-2 approached potential investors to discuss investing in Indio and made representations regarding Indio's ability to execute the bulk purchase of tickets and projected returns for an investment

in the bulk purchase of tickets through Indio, in reliance on statements made by JOSEPH MELI and JAMES SINISCALCHI, the defendants, regarding ticket investment opportunities to which they had access.

17. From my review of bank account records, funding agreements between Indio and investors and contracts between Indio and SINISCALCHI Company-1, and other related documents, I have learned, among other things, the following:

a. From in or about April 2017 through in or about June 2017, PARTNER-1 solicited investors for investments in the purchase and resale of tickets to Show-1 and another theatrical Broadway show ("Show-2") through Indio. In or about June 2017, at least five individuals I believe to be investors in Indio (the "Victims") entered into funding agreements with Indio for the purpose of funding the bulk purchase of tickets to Show-1 and Show-2 for resale on the secondary market, and wired a total of approximately \$542,000 for the purchase of tickets to the Indio account, located in New York, New York.

b. In or about June 2017, Indio entered into contracts with SINISCALCHI Company-1 for the purchase of approximately 2,170 tickets to Show-1, and approximately 1,900 tickets to Show-2. In total, approximately \$867,000 was transferred from the Indio Account to SINISCALCHI Account-1 in or about June 2017 to fund the bulk purchase of tickets for resale.

18. Based on my participation in this investigation, including my review of documents obtained during the investigation and my discussions with several victim-investors and PARTNER-1, I have learned, among other things, the following:

a. In or about August 2017, PARTNER-1 solicited investors for investments in the purchase and resale of tickets to a live concert ("Show-3") through Indio. In or about August 2017, some of the Victims entered into funding agreements with Indio for the purpose of funding the bulk purchase of tickets to Show-3 for resale on the secondary market, and wired a total of approximately \$340,000 for the purchase of tickets to the Indio account, located in New York, New York.

b. Based on my review of bank account records, I have learned that between on or about August 28 and on or

about August 30, 2017, approximately \$440,000 was transferred from the Indio Account to an account controlled by SINISCALCHI Company-3 to fund the bulk purchase of tickets for resale.¹

WHATSAPP COMMUNICATIONS

19. Based on my participation in this investigation and my discussions with PARTNER-1, I have learned that PARTNER-1, PARTNER-2, and JOSEPH MELI and JAMES SINISCALCHI, the defendants, communicated with each other by sending instant messages over the smartphone application Whatsapp. Based on my review of Whatsapp communications and my discussions with PARTNER-1, I have learned that MELI was referred to in the aforementioned communications as "kayser," "kaiser," or "k." From my discussions with PARTNER-1, I have learned that these were variations of MELI's nickname, "Keyzer Soze," a reference to a fictional criminal kingpin. I have also learned that JAMES SINISCALCHI, the defendant, was referred to as "j" or "jay," a variation of his first name. Based on my review of the aforementioned Whatsapp communications, I have learned, in substance and in part, the following:

a. On or about August 11, 2017, the following Whatsapp messages were exchanged in a group chat between SINISCALCHI, PARTNER-1, and PARTNER-2:

TIME	SENDER	MESSAGE
3:41 PM	PARTNER-1	K obviously has control of cash rather than it being sent to Indio.
3:42 PM	PARTNER-1	I'm putting myself out to clients that we are buying rights and selling tickets, instead it appears we are solely financing operations
3:43 PM	PARTNER-1	This puts us in a serious position as regards liability
3:47 PM	PARTNER-2	We seem to be chasing our tails here ... We have a silent partner in indio that is providing the rights access to the inventory and expertise to

¹On or about November 6, 2017, approximately \$150,000 was sent from an account controlled by SINISCALCHI Company-3 to the Indio Account.

	us to sell those tickets via distribution channel relationships.
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Based on my participation in this investigation, I believe that in the communications above, PARTNER-2's reference to "k" having "control of cash" and PARTNER-2's reference to having "a silent partner in indio" are both references to JOSEPH MELI, the defendant, taking possession of investor funds for the purpose of purchasing tickets in bulk.

b. On or about August 21, 2017, the following Whatsapp messages were exchanged in a group chat between SINISCALCHI, PARTNER-1, and PARTNER-2, discussing Show-3:

TIME	SENDER	MESSAGE
8:18 PM	SINISCALCHI	Circling back on the question about Indio doing direct deals - Until we have the cash to take on really substantial positions such that direct intros and a hand off can be made, we will still need to work through our contacts and the deals will have to stay indirect

9:29 PM	PARTNER-2	K is meeting theatre owner today
9:31 PM	PARTNER-1	So sale price of 850*1.9? Which is \$1,615?
9:32 PM	PARTNER-1	I hope mtg goes well with theatre owner...

Based on my participation in this investigation, I believe that in the communications above, SINISCALCHI is stating that Indio cannot directly purchase tickets to live events in bulk but "will have to stay indirect" because Indio does not have a sufficiently high sum of investor funds to directly negotiate with rights holders for tickets to live events. Based on the foregoing, I also believe that PARTNER-2's reference to "k" is a reference to JOSEPH MELI, the defendant, and that the reference to the "theatre owner" is a reference to the owner of the theatre where Show-3's performances were held ("Show-3 Theatre"). Based on my discussion with a representative of the Show-3 Theatre, I have learned that MELI did not meet with a representative of the Show-3 Theatre.

d. On or about August 22, 2017, the following Whatsapp messages were exchanged in a group chat between SINISCALCHI, PARTNER-1, and PARTNER-2, discussing Show-3:

TIME	SENDER	MESSAGE
3:49 PM	PARTNER-1	So, [Victim-Investor] will invest but he is concerned that when Indio pays Roghts [sic] Holders if it is going to the same bank account.
3:49 PM	PARTNER-2	Not the case.
3:49 PM	PARTNER-1	Can I tell him Indio is paying a different party to the party paid for [Show-1] and [Show-2]?
3:50 PM	PARTNER-2	Yes.
3:50 PM	PARTNER-1	So, it will not go to [SINISCALCHI Company-1]?
3:51 PM	PARTNER-1	Anyway, if we can prove that, then [Victim-Investor] will invest \$150,000
3:51 PM	PARTNER-2	It will go to another rights holder inside the theatre / distributor camp since we figure it out

3:53 PM	PARTNER-1	He is concerned about new investment being used to pay out older investments. So as long as Indio is buying [Show-3] rights from another party, and money is wired to them, we are fine
3:57 PM	PARTNER-2	Yes it's a different camp .. as communicated by j

4:10 PM	PARTNER-1	Jay, can you confirm that we will send the rights holder funds to a separate account to where we've sent it before? Also, if money is needed to be wired by Friday, Indio needs a Rights Holder agreement to review.
4:12 PM	SINISCALCHI	This is a real tie deal guys - the [Rights Holder Agreement] is developing based on the deal we are negotiating...
4:13 PM	SINISCALCHI	Re the Rights holder - yes it's a lock that this will be from a different company

e. On or about September 26, 2017, PARTNER-1 sent a Whatsapp message to PARTNER-2 and SINISCALCHI, stating: "Let's talk with K and get all projection sheets where they need to be."

f. Based on my participation in this investigation, I believe that in the communications described in subparagraphs d and e, PARTNER-1 is relaying to SINISCALCHI and PARTNER-2 concerns raised by one of the Victims ("Victim-1") that the money invested to purchase bulk tickets to Show-3 would go to a third party unrelated to the rights holder who had sold Indio bulk tickets to Show-1 and Show-2. I also believe that in the aforementioned communication, SINISCALCHI provides assurance to PARTNER-1 and PARTNER-2 that investor money would be used to pay "a different company" and "a different camp" than the rights holder who had purportedly sold SINISCALCHI Company-1 bulk tickets to Show-1 and Show-2. Based on my review of notes taken from an interview of Victim-1, I have learned that Victim-1 was told by PARTNER-1, in substance and in part, that Victim-1's funds would be paid directly to the rights holder and would not be paid to a "pass-through" company. In truth and in fact, investor funds for Show-1, Show-2, and Show-3 were all paid to companies owned and controlled by SINISCALCHI, and SINISCALCHI did not use the investor funds to purchase bulk tickets from rights holders.

INDIO FAILS TO DISTRIBUTE RETURNS OR REPAY INVESTOR FUNDS

20. Based on my review of bank records, email communications, Whatsapp messages, and discussions with some of the Victims, I have learned, in substance and in part, that JAMES SINISCALCHI and JOSEPH MELI, the defendants, never delivered tickets to Indio for Show-1, Show-2, or Show-3, nor did SINISCALCHI Company-1 show proof of purchase for tickets to Show-1, Show-2, or Show-3, or repay the investor funds obtained for the purchase of tickets to Show-1, Show-2, or Show-3. As a result of SINISCALCHI and MELI's failure to provide tickets, Indio repeatedly missed deadlines to provide investor returns and was unable to provide sufficient and legitimate explanations for the delays or proof that tickets were purchased, despite repeated inquiries and demands from the Victims.

21. Based on my discussions with the representatives of the Show-3 Theatre, and representatives of the theatres where Show-1 and Show-2 were held (together, the "Theatres"), I have

learned that the Theatres did not enter into any contracts with JOSEPH MELI or JAMES SINISCALCHI, the defendants, Indio, or the SINISCALCHI Companies for the bulk purchase of tickets for Show-1, Show-2, or Show-3.

22. Based on my review of records for the Indio Account, SINISCALCHI Account-1, an account controlled by SINISCALCHI Company-2 ("SINISCALCHI Account-2"), an account controlled by SINISCALCHI Company-3 ("SINISCALCHI Account-3"), and an account controlled by SINISCALCHI Company-4 ("SINISCALCHI Account-4"), I have learned that none of the invested funds were utilized to purchase tickets to Show-1, Show-2, or Show-3. From my review of the aforementioned accounts, I have also learned that at least between in or about June 2017 through in or about May 2018, substantial funds from the SINISCALCHI Accounts were utilized for JOSEPH MELI'S and JAMES SINISCALCHI'S, the defendants', personal expenditures, including, among other things:

a. Between in or about June 2017 and in or about January 2018, a total of approximately \$526,000 was withdrawn in cash, or cashier's checks made to cash, from SINISCALCHI Account-1.

b. On or about July 27, 2017, a wire transfer for approximately \$150,000 was sent from SINISCALCHI Account-1 to a bank account controlled by a law firm that represented MELI in connection with MELI'S 2017 Criminal Case, with the notation "J. Meli."

c. Between in or about June 2017 and in or about December 2017, wire transfers totaling approximately \$449,000 were sent to a bank account controlled by an entity whose principal is a close relative of MELI'S.

d. On or about November 9, 2017, a wire transfer for \$455,000 was sent to a bank account controlled by an individual who, on or about November 10, 2017, issued himself a cashier's check for \$455,000 and closed the account.

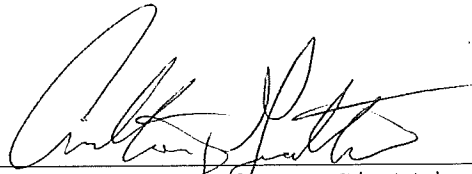
e. Between in or about June 2017 and in or about May 2018, wire transfers totaling approximately \$143,000 were sent from SINISCALCHI Account-1, SINISCALCHI Account-2, and SINISCALCHI Account-3 to a bank account in SINISCALCHI'S name.

f. Between at least on or about May 11, 2017 through on or about May 31, 2018, cashier's checks totaling \$105,000 were issued from SINISCALCHI's personal account to a residential management company ("Entity-1") that managed an apartment MELI was leasing at the time.

g. Between in or about July 2017 through in or about December 2017, Cashier's checks totaling \$116,500 were issued from SINISCALCHI Account-1 to Entity-1.


h. On or about October 10, 2017, a wire transfer of \$75,000 was sent from SINISCALCHI Account-1 to SINISCALCHI Account-2.

WHEREFORE, deponent respectfully requests that warrants be issued for the arrests of JAMES SINISCALCHI and JOSEPH MELI, the defendants, and that they be arrested, and imprisoned or bailed, as the case may be.



Special Agent Anthony Giattino
United States Attorney's Office for the
Southern District of New York

Sworn to before me this
25th day of April, 2019



THE HONORABLE HENRY PITMAN
UNITED STATES MAGISTRATE JUDGE
SOUTHERN DISTRICT OF NEW YORK