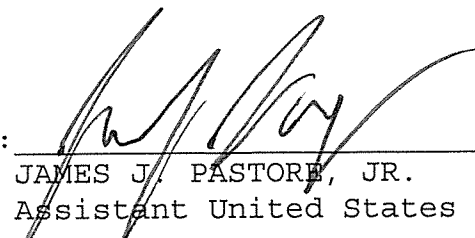


Approved:   
JAMES J. PASTORE, JR.  
Assistant United States Attorney

Before: THE HONORABLE ANDREW J. PECK  
United States Magistrate Judge  
Southern District of New York

- - - - - X

UNITED STATES OF AMERICA	:	<u>SEALED COMPLAINT</u>
- v. -	:	Violations of
CALVIN R. DARDEN, JR.,	:	18 U.S.C. § 1343
Defendant.	:	and 2
	:	COUNTY OF OFFENSE:
	:	NEW YORK

SOUTHERN DISTRICT OF NEW YORK, ss.:

PAUL DEAL, being duly sworn, deposes and says that he is a Special Agent with the United States Secret Service ("Secret Service") and charges as follows:

COUNT ONE  
(Wire Fraud)

1. From at least in or about March 2012, up to and including on or about February 11, 2014, in the Southern District of New York and elsewhere, CALVIN DARDEN, JR., the defendant, 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, willfully and knowingly transmitted and caused to be transmitted by means of wire, radio, and television communication in interstate and foreign commerce, writings, signs, signals, pictures, and sounds for the purpose of executing such scheme and artifice, to wit, DARDEN knowingly made false representations by email about his ability to arrange a National Basketball Association exhibition game in order to induce a victim company in Taiwan to wire hundreds of thousands of dollars to accounts in the United States under DARDEN's control.

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

COUNT TWO  
(Wire Fraud)

2. From at least in or about August 2013, up to and including on or about February 11, 2014, in the Southern District of New York and elsewhere, CALVIN DARDEN, JR., the defendant, 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, transmitted and caused to be transmitted by means of wire, radio, and television communication in interstate and foreign commerce, writings, signs, signals, pictures, and sounds for the purpose of executing such scheme and artifice, to wit, DARDEN sent numerous emails containing, among other things, forged documents and false statements regarding his father's assets in order to induce victims to wire millions of dollars towards the purchase of Maxim Magazine and other media assets.

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

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

3. I have been a Special Agent with the United States Secret Service since approximately October 2010. I am currently assigned to the Electronic Crimes Task Force in the New York Field Office as a network intrusion response agent. I have received extensive training regarding computer fraud, white collar crimes, and computer hacking. I have participated in the execution of multiple search warrants involving electronic evidence.

OVERVIEW

4. As described in more detail below, CALVIN DARDEN, JR., the defendant, has orchestrated and carried out two separate fraudulent schemes in which he concocted an elaborate set of lies that included, among other things, phony emails, fabricated financial account statements, false representations, and his impersonation of his father, to defraud multiple victims of more than \$8 million and to attempt to defraud another victim of approximately \$20 million.

5. In one scheme, CALVIN DARDEN, JR., the defendant, lied extensively to at least two different lenders to trick them into loaning millions of dollars to a media company (the "Media Company") associated with DARDEN and his father ("DARDEN's Father") to fund the Media Company's purchase of Maxim Magazine and related assets

(collectively, "Maxim") (the "Maxim Scheme"). In the course of the Maxim Scheme, DARDEN obtained more than \$8 million from two lenders and attempted to obtain approximately \$20 million from another lender. Also, in the course of the Maxim Scheme:

a. To trick the lenders into believing that they would receive sufficient collateral for their loans, DARDEN (1) provided lenders with fabricated financial account statements and related fabricated emails that purported to show extensive stock holdings by DARDEN's Father in at least three publicly traded companies for which DARDEN's Father serves as a member of the Board of Directors, and (2) provided a third lender with a bogus and fabricated email which purported to be from a senior executive of one of those companies, and which purported to provide confirmation of DARDEN's Father's alleged stock holdings in that company;

b. To secure the release of approximately \$5 million in loan money held in escrow pending a lender's receipt of collateral for the loan, DARDEN used a Russian-hosted email "spoofing" service to send a phony email that appeared to come from that lender's email account and purported to authorize the release of those funds when, as DARDEN well knew, the lender had not authorized that release. As a result of DARDEN's fraudulent email, approximately \$4.9 million was in fact released from the escrow account;

c. To convince the lenders to enter into the loan agreements, DARDEN forged his father's signature, impersonated his father during multiple phone calls, emails and text message communications with the lenders and other parties, and forwarded to one lender a bogus and fabricated email that purported to come from a senior executive of a major cable television company and purportedly showed that executive's interest in creating a cable channel affiliated with Maxim Magazine.

6. In the other scheme, CALVIN DARDEN, JR., the defendant, fraudulently induced a company in Taiwan to wire at least \$500,000 to bank accounts in the United States based on his false and fraudulent statements that an entertainment company for which his father purportedly is the chief executive (the "Entertainment Company") would arrange an exhibition game in Asia between two teams from the National Basketball Association ("NBA") (the "NBA Fraud Scheme"). As part of the NBA Fraud Scheme, DARDEN, among other things, falsely represented that he and his father had meetings and discussions with, among others, the owners of the New York Knicks

and NBA officials about an exhibition game in Asia, and impersonated his father in communications with the victim company.

#### THE MAXIM SCHEME

7. Since at least August 2013, CALVIN DARDEN, JR., the defendant, has engaged in an elaborate scheme to fraudulently induce several companies to provide millions of dollars of financing for the Media Company's attempted purchase of Maxim, as set forth below.

#### Fraud as to Lender-1

8. From speaking with a principal of a company based in Fort Lee, New Jersey that provides financing for working capital needs ("Lender-1"), and from reviewing emails and other documents provided by Lender-1, I have learned the following:

a. In or about November 2013, based on various emails and supporting documents provided to Lender-1 by an individual purporting to be DARDEN's Father, Lender-1 agreed to provide a \$5.5 million loan to the Media Company to help fund the Media Company's purchase of Maxim (the "Lender-1 Loan").

b. As collateral for the loan, the individual purporting to be DARDEN's Father promised that certain stock purportedly owned by him would be transferred into an account under the control of Lender-1 and, as purported proof of those stock holdings, forwarded to Lender-1 his alleged financial account statement, which purported to show them.

c. The Media Company did not provide the promised collateral to Lender-1 in a timely fashion, and as a result, Lender-1 transferred the entirety of the \$5.5 million in loan proceeds to an attorney escrow account, to be held there pending receipt of the collateral.

d. On or about November 12, 2013, without Lender-1's knowledge or authorization, over \$4.9 million of the loan proceeds were transferred out of the escrow account to help fund the purchase of Maxim by the Media Company.

9. For the reasons set forth below, I believe that, in truth and in fact, CALVIN DARDEN, JR., the defendant, provided a phony and fabricated financial account statement to Lender-1 to trick Lender-1 into believing that sufficient collateral would be provided for the loan; that DARDEN sent the escrow agent a bogus "spoofed" email that purported to be from Lender-1 and fraudulently

authorized the release of the funds in order to obtain Lender-1's money; and that, throughout the negotiation of the Lender-1 Loan, DARDEN impersonated his father in order to trick Lender-1 into believing that Lender-1 was negotiating with DARDEN's Father instead of DARDEN.

#### The Bogus Financial Account Statement

10. From reviewing Lender-1 documents, I learned that in or about November 6, 2013, an email was sent to Lender-1 (the "November 6 Email") that purported to be from DARDEN's Father at CDARDEN@THEREIGNINC.COM and that contained a PDF attachment that purported to be a financial account statement for DARDEN's Father from a particular bank ("Bank-1") reflecting his personal stock holdings and transactions for the month of October 2013, as well as an email purportedly forwarded from Bank-1 regarding those holdings. The investigation has revealed that, in truth and in fact, the November 6 Email was sent not by DARDEN's Father, but by CALVIN DARDEN, JR., the defendant, and that both the purported account statement and email from Bank-1 were utterly bogus and fabricated (the "Bogus Financial Account Statement" and "Bogus Broker Email," respectively).

11. Records revealed that on or about November 6, 2013, the CDARDEN@THEREIGNINC.COM account was accessed multiple times from a particular Internet Protocol ("IP") address (the "Darden IP Address"), among others. Subscriber records for the Darden IP Address indicate that it was subscribed to "Calvin Darden" at his residence in Staten Island, New York.

12. From speaking with representatives of Bank-1, I have learned, in substance and among other things:

a. The account number on the Bogus Financial Account Statement belonged to an account held by a particular business, not any account held by DARDEN or DARDEN's Father, and while the Bogus Financial Account Statement reflects transactions purportedly occurring during October 2013, the actual account with that account number was closed prior to October 2013.

b. While the Bogus Broker Email purports to be from an employee of Bank-1 at a particular email address and suggests that the bank will transfer all of the securities reflected in the Bogus Financial Account Statement to another account as directed, Bank-1 has no record of any such employee with any such email address.

### The "Spoofed" Email Authorizing the Release of Escrowed Funds

13. From speaking with a principal of Lender-1 and from reviewing Lender-1 documents, I have learned, in substance and among other things:

a. On or about November 6, 2013, Lender-1 declined to provide the proceeds of the Lender-1 Loan directly to the Media Company because Lender-1 had not yet received confirmation of receipt of the collateral for the loan (namely, the alleged stock holdings of DARDEN's Father as reflected in the Bogus Financial Account Statement). Instead, Lender-1 agreed to transfer the \$5.5 million to an escrow account at a particular law firm (the "Law Firm") and directed an attorney at the firm to hold the funds until Lender-1 received the collateral.

b. On or about November 12, 2013, the Law Firm received an email purportedly from Lender-1's email address that, in sum and substance, authorized the Law Firm to release the escrowed funds (the "Authorization Email").

c. After receiving the Authorization Email, the Firm initiated a wire transfer of \$4.9 million of Lender-1's money from the Firm's escrow account to an account in Detroit, Michigan for the benefit of the seller of Maxim.

14. As set forth more fully below, I have learned that the Authorization Email was bogus, and was not in fact sent by Lender-1. Instead, the investigation has revealed that it was sent from a Russian-hosted email "spoofing" service at the direction of CALVIN DARDEN, JR., the defendant.

15. According to information provided by the Law Firm, the header information on the Authorization Email indicates that it was sent from an email spoofing service (the "Spoofing Service"). From visiting the Spoofing Service and from doing searches in publicly available databases, I have learned that the Spoofing Service is hosted in Russia and offers email "spoofing" services. That is, for a fee, which may be paid through Paypal, the Spoofing Service will send an email that purports to be from a legitimate email address but is in fact sent by the Spoofing Service.

16. From reviewing records provided by Paypal, I have learned, in substance and among other things, that on or about November 12, 2013, approximately 50 minutes before the spoofed Authorization Email was sent, Paypal processed a payment to the

Spoofing Service from a Paypal account subscribed to a particular individual who I learned, from speaking with her on or about February 11, 2014, is the wife of CALVIN DARDEN, JR. ("DARDEN's Wife").

17. From speaking with DARDEN's Wife, I also learned that DARDEN's Wife did not make a purchase from or authorize any payment to the Spoofing Service at any time, but that DARDEN has access to her Paypal account.

#### DARDEN's Impersonation of His Father

18. I have spoken with an individual who informed me that on or about February 11, 2014, CALVIN DARDEN, JR., the defendant, admitted to him, in sum and substance, that DARDEN had impersonated his father in communications with Lender-1 concerning the \$5.5 million loan for the purchase of Maxim.

19. From speaking with Lender-1, I learned that Lender-1 negotiated and communicated telephonically and by email with an individual who claimed to be DARDEN's Father regarding the Lender-1 Loan, and the collateral to be provided for the Lender-1 Loan, at a particular telephone number beginning with a (404) area code (the "404 Number"). CALVIN DARDEN, JR., the defendant, initially gave the 404 Number to Lender-1 and indicated that it was his father's phone number. However, for the following reasons, I believe that DARDEN was the true user of the 404 Number, and that he used it to impersonate his father in communications with Lender-1:

a. From reviewing subscriber and payment records for the 404 Number, I learned that the account for the 404 Number was opened in May 2013 in the name of "Calvin Darden" and with the contact email address "CALVINRDARDEN@GMAIL.COM," an email address which I learned, from reviewing documents provided by Lender-1 and others in this investigation, is an email address used by CALVIN DARDEN, JR., the defendant.

b. From reviewing credit card records, I learned that in or about September 2013, the monthly bill for the 404 Number was paid using a particular credit card issued to "Calvin Darden" who, according to the credit card records, has the same date of birth and Social Security number as CALVIN DARDEN, JR., the defendant.

c. On or about December 9, 2013, the bill for the 404 Number was paid using a credit card issued to DARDEN's Wife.

d. I have learned from speaking with one of the companies for which DARDEN's Father serves as a Director that

DARDEN's Father can be reached at a particular telephone number with a 404 area code that is not the 404 Number (the "Father's Phone"). From reviewing toll records for the 404 Number, I learned the following:

i. On or about September 1, 2013, from a location in the Bahamas, the 404 Number called the Father's Phone, which was located in Atlanta at the time. From reviewing records of a credit card belonging to CALVIN DARDEN, JR., the defendant, I learned that on or about September 2, 2013, that credit card was used at a resort on Paradise Island in the Bahamas. Accordingly, I believe that DARDEN used the 404 Number in the Bahamas on or about September 1, 2013 to call his father.

ii. The June 2013 bill for the 404 Number was sent to an address on Father Capodanno Boulevard in Staten Island, New York (the "Capodanno Boulevard Address") which I learned, from speaking with the landlord of the home located at that address, was the residence of CALVIN DARDEN, JR., the defendant, until Hurricane Sandy hit the New York City area.

iii. On or about November 5, 2013, from Staten Island, the 404 Number contacted the Father's Phone in Atlanta, Georgia, where I have learned, from reviewing numerous publicly available reports, that DARDEN's Father resides.

iv. On or about November 6, 2013, the 404 Number engaged in a series of calls with a phone number that I have learned belongs to Lender-1. For each call, the individual using the 404 Number was located in Staten Island.

v. When the 404 Number was used to make and receive calls from October 2013 through December 2013, the phone was located in the New York City metropolitan area, and typically in Staten Island, New York.

20. It also appears that CALVIN DARDEN, JR., the defendant, forged his father's signature on certain documents. Among other things, Lender-1 provided me an email dated November 6, 2013, sent from an investment banker to Lender-1, which enclosed an email that DARDEN had sent to the investment banker. An attachment to the email contained loan documents purportedly signed by DARDEN's Father (the "November 6 Documents"). I have obtained a passport application for CALVIN DARDEN, JR., the defendant, as well as a copy of DARDEN's New York State driver's license (together the "DARDEN Identification Documents"), each of which bears DARDEN's signature.



I compared the purported signatures of DARDEN's Father on the November 6 Documents to the signatures on the DARDEN Identification Documents, and all of the signatures appear to have been made by the same individual.

21. I also obtained (a) a copy of a driver's license for DARDEN's Father issued by the State of Georgia, which bears his signature (the "Father's License") and (b) a document signed by DARDEN's Father in his capacity as a Director of a particular company (the "Director Document"), both of which appear to me to be made by the same individual. I compared these signatures with the purported signatures of DARDEN's Father on the November 6 Documents, and they appear significantly different, leading me to believe that DARDEN's Father did not sign the November 6 documents.

#### Fraud as to Lenders-2 and -3

22. I have spoken with representatives of another lender ("Lender-2") and reviewed Lender-2 documents, which have revealed that, before defrauding Lender-1, CALVIN DARDEN, JR., the defendant, fraudulently induced Lender-2 to provide more than \$3,000,000 towards the purchase of Maxim (the "Lender-2 Loan"). In particular:

a. Lender-2 believed that the Lender-2 Loan was secured by the same stock purportedly held by DARDEN's Father that was later pledged to Lender-1 as collateral for the Lender-1 Loan. Lender-2 received a bogus financial account statement that is substantively identical to the Bogus Financial account Statement described above, but which reflects a purported date of September 2013 (approximately the time Lender-2 Loan was being negotiated) as opposed to October 2013.

b. The Media Company failed to deliver the collateral as promised.

c. The Media Company failed to timely repay the loan provided by Lender-2, and has never repaid the loan.

23. I have spoken with an employee of an investment bank (the "Investment Bank"), and reviewed documents provided by the Investment Bank, regarding a third lender ("Lender-3"), from which I have learned that CALVIN DARDEN, JR., the defendant, fraudulently attempted to induce Lender-3 to provide approximately \$20 million towards the purchase of Maxim. In particular, from these sources, I learned, in sum and substance, the following:

a. As of December 2013, Lender-3 anticipated providing approximately \$20,000,000 towards the Media Company's purchase of Maxim, in connection with which the Investment Bank was working with Lender-3. Lender-3's participation in this transaction was contingent on the Media Company establishing a cable channel with content based, in part, on Maxim.

b. To induce Lender-3 to provide \$20 million in financing, CALVIN DARDEN, JR., the defendant, told Lender-3, in substance, that he and his family had relationships with certain senior executives of a cable television company (the "Cable Company") who would be willing to help the Media Company establish a cable channel in connection with the Maxim purchase.

c. To provide Lender-3 with alleged proof of the Cable Company's purported interest in creating such a cable channel, on or about December 10, 2013, DARDEN forwarded Lender-3 an email that was purportedly sent to him by DARDEN's Father, which read, "Please see . . . email below. Please keep this information extremely confidential. Dad.," and which purported to forward an email from the President of the Cable Company, in which the Cable Company purportedly expressed interest in creating a cable channel (the "Bogus Cable Company President Email").

24. From speaking with an investigator at the Cable Company, I have learned that the Bogus Cable Company President Email was fabricated, as follows:

a. The President of the Cable Company did not send the Bogus Cable Company President Email. In fact, the email address from which the email purportedly was sent is not even the correct email address for the President of the Cable Company.

b. The President of the Cable Company's alleged phone and fax number as provided in the Bogus Cable Company President Email are not, in fact, his phone and fax numbers.

25. From speaking with an employee of the Investment Bank, I have also learned that, in connection with his efforts to convince Lender-3 to provide \$20,000,000 towards the purchase of Maxim, on or about December 23, 2013, CALVIN DARDEN, JR., the defendant, provided him with a purported email exchange between DARDEN'S mother and the chief financial officer of a publicly held corporation for which DARDEN's Father serves as a Director ("Company-1"), in which the CFO purportedly confirmed the alleged stock holdings of DARDEN's Father in Company-1.

26. My investigation has determined that the email exchange between DARDEN's mother and the Company-1 CFO is bogus and fabricated. Specifically, I have spoken with the General Counsel of Company-1, who stated, in substance, that based on Company-1's review, the CFO did not send the email to DARDEN's mother.

#### THE NBA FRAUD SCHEME

27. As set forth below, CALVIN DARDEN, JR., the defendant, separately orchestrated and carried out a fraudulent scheme in which he tricked a particular company located in Taiwan (the "Taiwanese Company") into paying him \$500,000 by falsely and fraudulently representing that the Entertainment Company would arrange an NBA exhibition game in Asia involving the New York Knicks. As in the Maxim Fraud, in the course of the NBA Fraud Scheme, DARDEN impersonated his father by phone and by email, and appears to have forged his father's signature on various documents.

28. I have reviewed emails and other documents provided by the Taiwanese Company and learned, in substance and among other things:

a. On or about March 20, 2012, an email was sent to an employee of the Taiwanese Company from CDARDEN@THEREIGNINC.COM (which, as set forth above, was an email address used by CALVIN DARDEN, JR., the defendant, to impersonate his father in the course of the Maxim Fraud). The email included an attachment consisting of a letter, purportedly signed by DARDEN's Father on behalf of the Entertainment Company, which stated, in part, "This letter serves as confirmation of my firm's obligation and duty to secure for you and your company up to five (5) exhibition/pre-season games in Asia . . . between the New York Knicks and a to be determined NBA opponent . . . ." The email included wiring instructions for a "consulting fee" of \$250,000.

b. On or about March 26, 2012, pursuant to directions provided in the March 20, 2012 email from CDARDEN@THEREIGNINC.COM, the Taiwanese Company made a wire transfer of \$250,000 to a particular bank account in the United States.

c. On or about May 10, 2012, the Taiwanese Company received an email which purported to be from DARDEN's Father at CDARDEN@THEREIGNINC.COM, and which provided, "Just to re-cap our conversation, my son and I met with [a former coach of the New York Knicks], [an owner of the New York Knicks], and other Knick executives today regarding our proposal. They are excited about the

opportunity, but requested that we place 10% of the deal amount into escrow in order to exclusively move forward." The email directed the Taiwanese Company to wire \$150,000 to a particular bank account (the "Bank Account").

29. Contrary to the statements in the May 10, 2012 email, the investigation has revealed that no such meeting between the New York Knicks and DARDEN or DARDEN's Father ever took place. Specifically, from speaking with a Special Agent with the Federal Bureau of Investigation ("FBI"), I learned that in or about January 2014, the FBI Agent spoke with counsel for the New York Knicks and learned, in substance and among other things:

a. In May 2012, the New York Knicks were not engaged in any discussions with CALVIN DARDEN, JR., DARDEN's Father, or the Entertainment Company to organize any exhibition game in Asia.

b. The owner of the New York Knicks (with whom counsel had spoken) had no recollection of participating in any alleged meeting with CALVIN DARDEN, JR., DARDEN's Father, or the Entertainment Company, and his calendar for May 10, 2012 did not reflect any such alleged meeting.

30. Based on the false and fraudulent May 10, 2012 email, the Taiwanese Company wired \$150,000 to the Bank Account. From reviewing Bank Account records, I have learned that the Bank Account was opened by CALVIN DARDEN, JR., the defendant, and that both DARDEN and DARDEN's Father were signatories on the Bank Account.

31. From reviewing records of the Taiwanese Company, I know that on or about May 21, 2012, an email sent from CDARDEN@THEREIGNINC.COM to the Taiwanese Company stated, in part, that DARDEN's Father could be reached at a particular telephone number with a 347 area code (the "347 Number"). However, for the following reasons, I believe that the 347 Number was used not by DARDEN's Father, but by DARDEN:

a. On or about February 11, 2014, I spoke with DARDEN's Wife, who identified the 347 Number as DARDEN's phone number.

b. Bank Account records reflect that DARDEN provided the 347 Number as his contact number when he opened the Bank Account.

c. In or about September 2013, a bill for the 347 Number was paid using a credit card account for which DARDEN and his wife were authorized users.

d. Toll records indicate that the 347 Number was used by DARDEN, and not his father, as follows:

i. During May 2012, the 347 Number communicated, from the New York City area and often from Staten Island, New York, with Darden's Father's Phone, which was located in Atlanta, Georgia at the time.

ii. On or about September 21, 2012, the 347 Number communicated from Staten Island, New York with a phone number in Taiwan.

iii. In or about approximately March, June, August, and October 2012, the 347 Number communicated from Staten Island, New York with a number in Taiwan.

32. On or about June 20, 2012, an email sent from CDARDEN@THEREIGNINC.COM to the Taiwanese Company directed the Taiwanese Company to wire an additional \$200,000 to the Bank Account, and attached a June 19, 2012 letter purportedly signed by DARDEN's Father in his capacity as the CEO of the Entertainment Company but which I believe, based on my review of certain documents, to have been signed by DARDEN and not DARDEN's Father. In particular, I compared the signature on the June 19, 2012 letter with the signatures on the DARDEN Identification Documents, and the signatures all appear to me to be made by the same individual. By contrast, I also compared the signature on the June 19, 2012 letter to the signatures on DARDEN's Father's License and the Director Document, and the signature on the June 19, 2012 letter appears significantly different than that on the latter two documents.

33. In response to the June 20 email, the Taiwanese Company indicated that it could send only \$100,000 of the requested \$200,000, and thereafter, on or about June 28, 2012, an email sent from CDARDEN@THEREIGNINC.COM to the Taiwanese Company reiterated the request for the Taiwanese Company to wire money to the Bank Account. The email contained as an attachment a contract purportedly signed by DARDEN's Father but which I believe, based on my review of certain other documents, to have been signed by DARDEN and not DARDEN's Father. Specifically, I have compared the signature on the June 28, 2012 contract to the signatures on the DARDEN Identification Documents and it appears to me that the same individual signed all

three documents. By contrast, I have also compared the signature on the contract to the signatures that appear on DARDEN's Father's License and the Director Document, and the signature on the June 28, 2012 contract appears significantly different than that on the latter two documents. Finally, the signature on the June 28, 2012 contract appears to be made by the same person who signed the June 19, 2012 letter (i.e., DARDEN and not DARDEN's Father).

34. On or about June 29, 2012, the Taiwanese Company wired \$100,000 to the Bank Account, as directed by CDARDEN@THEREIGNINC.COM.

35. From reviewing records of the Taiwanese Company, I learned that when the Entertainment Company failed to secure an NBA exhibition game as promised, the Taiwanese Company demanded the return of its \$500,000. In response, emails sent from CDARDEN@THEREIGNINC.COM offered various excuses for why the game had not yet been scheduled. For example, on or about September 6, 2012, an email sent from CDARDEN@THEREIGNINC.COM to the Taiwanese Company contained a lengthy description of the purported negotiations that DARDEN and DARDEN's Father purportedly had been engaged in with, among others, NBA officials.

36. The investigation has revealed that, in truth and in fact, no such negotiations took place with NBA officials. Specifically, in or about January and February 2014, I communicated with the General Counsel for the NBA and learned, in substance and among other things:

a. In or about July 2012, the NBA learned that the Taiwanese Company was promoting an exhibition NBA game in Taiwan and, in connection with promotional materials related to the game, was making unauthorized use of the NBA's intellectual property. In or about July 2012, a cease and desist letter was sent to the Taiwanese Company on behalf of the NBA.

b. In or about August 2012, legal counsel for the NBA spoke with representatives of the Taiwanese Company about the Taiwanese Company's continued unauthorized use of the NBA's intellectual property.

c. In or about September 2012, the Taiwanese Company provided a response to the NBA's demand letter. In substance and among other things, the Taiwanese Company apologized for its actions and indicated that the Taiwanese Company acted in reliance on representations made the Entertainment Company and/or an

individual who they believed to be DARDEN's Father regarding their authority to arrange an NBA exhibition game in Taiwan.

d. The Commissioner of the NBA (with whom the General Counsel of the NBA had spoken) has no recollection of meeting or otherwise communicating with DARDEN or DARDEN's Father, and his records do not reflect that any such meeting or communication took place. Further, the NBA Commissioner does not believe that NBA officials engaged in any such purported negotiations concerning an exhibition game in Asia as claimed in the September 6, 2012 email from CDARDEN@THEREIGNINC.COM.

e. On or about September 20, 2012, the Taiwanese Company sent an email to CDARDEN@THEREIGNINC.COM stating, in sum and substance, that legal action soon would be taken against the Taiwanese Company, DARDEN, and DARDEN's Father by the Taiwanese Company's business partners if the money paid to DARDEN's Bank Account was not returned.

f. On or about October 27, 2012, an email was sent to the Taiwanese Company from CALVINRDARDEN@GMAIL.COM, which stated, in part, that it was sent by CALVIN DARDEN, JR., the defendant. In the email, among other things, DARDEN purported to offer his assistance in getting the Taiwanese Company's money refunded. However, thereafter, and continuing through November 2013, DARDEN offered various excuses to the Taiwanese Company for why its money had not been refunded. To date, DARDEN has failed to return the \$500,000 wired by the Taiwanese Company.

WHEREFORE, deponent respectfully requests that a warrant issue for the arrest of CALVIN DARDEN, JR., the defendant, and that he be arrested and imprisoned, or bailed, as the case may be.



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PAUL DEAL

SPECIAL AGENT

UNITED STATES SECRET SERVICE

Sworn to before me this  
11th day of February 2014

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THE HONORABLE ANDREW J. PECK  
UNITED STATES MAGISTRATE JUDGE  
SOUTHERN DISTRICT OF NEW YORK