

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA

v.

JOSHUA HENNER,

Defendant.

SEALED INDICTMENT

23 Cr.

23 CRIM 334

COUNT ONE  
(Wire Fraud)

The Grand Jury charges:

Overview of HENNER's Fraud Scheme

1. As set forth more fully below, from at least in or about May 2022 through at least in or about December 2022, JOSHUA HENNER, the defendant, operated a scheme that defrauded victims out of at least approximately \$1.6 million. HENNER solicited and obtained funds from victims through false representations that he had been an "angel investor" in a start-up company (the "Company") and that he needed funds to purchase additional shares in the Company so as to maintain his investment position.

2. To fraudulently induce victims to provide him with funds, JOSHUA HENNER, the defendant, repeatedly made materially false oral and written statements, including lies about his purported previous investment and ownership interest in the Company. For example:

a. In or about May 2022, HENNER sent an individual ("Victim-1") a document that purported to be a stock purchase agreement between HENNER and the Company. The stock purchase agreement represented that HENNER owned 1,845 shares of the Company. This document was falsified. In fact, HENNER did not own 1,845 shares in the Company. From at least in or about June 2022 through at least in or about July 2022, based at least in part on

falsified documents provided by HENNER, Victim-1 wired HENNER approximately \$400,000 for the purpose of HENNER's purchasing shares in the Company.

b. In or about November 2022, HENNER sent an individual ("Victim-2") two documents purporting to be a stock purchase agreement and amended stock purchase agreement between HENNER and the Company. The stock purchase agreement purported to represent that HENNER owned 1,960 shares of the Company. The amended stock purchase agreement purported to represent that HENNER owned a promissory note worth \$37,500 that could be exchanged for shares in the Company. These documents were falsified. In fact, HENNER owned neither 1,845 shares in the Company nor a promissory note worth \$37,500 that could be exchanged for shares in the Company. In or about November 2022, based at least in part on falsified documents provided by HENNER, Victim-2 wired HENNER approximately \$200,000 for the purpose of HENNER's purchasing shares in the Company.

c. In or about November 2022, HENNER sent an individual ("Victim-3") two documents purporting to be a stock purchase agreement and amended stock purchase agreement between HENNER and the Company. The stock purchase agreement purported to represent that HENNER owned 10,172 shares of the Company. The amended stock purchase agreement purported to represent that HENNER owned a promissory note worth \$37,500 that could be exchanged for shares in the Company. HENNER also provided Victim-3 with a document that purported to be a stockholder certificate demonstrating his ownership of shares in the Company, as well as a capitalization table listing the names and ownership interest of investors in the Company. All of these documents were falsified. In fact, HENNER owned neither 10,172 shares in the Company nor a promissory note worth \$37,500 that could be exchanged for shares in the Company. In or about November 2022, based at least in part on falsified documents provided by

HENNER, Victim-3 wired HENNER approximately \$350,000 for the purpose of HENNER's purchasing shares in the Company.

d. In or about December 2022, HENNER told Victim-3 that an investor in the Company was liquidating a portion of his shares in the Company. HENNER also told Victim-3 that these shares were available to purchase and that the Company's chief executive officer had asked HENNER whether he knew anyone who would be interested in purchasing them. These were lies: there were not additional shares to purchase, and the Company's chief executive officer had not spoken to HENNER about purchasing shares. In or about December 2022, based at least in part on false representations made by HENNER, Victim-3 wired HENNER approximately \$400,000 for the purpose of Henner's purchasing shares in the Company.

e. In or about October 2022, HENNER sent an individual ("Victim-4") two documents purporting to be a stock purchase agreement and amended stock purchase agreement between HENNER and the Company. The stock purchase agreement purported to represent that HENNER owned 2,748 shares of the Company. The amended stock purchase agreement purported to represent that HENNER owned a promissory note worth \$37,500 that could be exchanged for shares in the Company. These documents were falsified. In fact, HENNER owned neither 2,748 shares in the Company nor a promissory note worth \$37,500 that could be exchanged for shares in the Company. In or about November 2022, based at least in part on falsified documents provided by HENNER, Victim-4 wired HENNER approximately \$166,000 for the purpose of HENNER's purchasing shares in the Company.

f. In or about December 2022, HENNER told Victim-4 that an investor in the Company was liquidating a portion of his shares in the Company, and that these shares were available to purchase. These were lies, and there were no such shares. In or around December

2022, based at least in part on false representations made by HENNER, Victim-4 wired HENNER approximately \$100,000 for the purpose of Henner's purchasing shares in the Company.

3. Despite telling Victims-1 through -4 (together, the "Victims") that he would use their funds to purchase shares in the Company, JOSHUA HENNER, the defendant, did no such thing. Instead, without the knowledge or authorization of the Victims, HENNER transferred the funds to himself and other individuals.

4. During and in relation to the scheme, JOSHUA HENNER, the defendant, used without authorization, the name and email address of another individual to communicate via email with the Victims and foster the illusion that HENNER was using the funds that the Victims lent him for their intended purposes. For example, from at least in or about October 2022 through at least in or about December 2022, HENNER sent the Victims emails purportedly from a lawyer (the "Identity Theft Victim"). In fact, the Identity Theft Victim did not send these emails to the Victims, nor did the Identity Theft Victim authorize HENNER to send these emails.

#### Statutory Allegations

5. From at least in or about May 2022 through at least in or about December 2022, in the Southern District of New York and elsewhere, JOSHUA HENNER, the defendant, 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, 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, HENNER engaged in a scheme to make false statements and provide falsified documents to individuals in order to fraudulently obtain funds, and sent and received, and caused others to send and receive, phone calls, emails, and other electronic

communications, to and from the Southern District of New York and elsewhere, in furtherance of that scheme.

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

**COUNT TWO**  
**(Aggravated Identity Theft)**

The Grand Jury further charges:

6. The allegations in paragraphs 1 through 4 of this Indictment are repeated and realleged as if fully set forth herein.

7. From at least in or about October 2022 through at least in or about December 2022, in the Southern District of New York and elsewhere, JOSHUA HENNER, the defendant, knowingly transferred, possessed, and used, without lawful authority, a means of identification of another person, during and in relation to a felony violation enumerated in Title 18, United States Code, Section 1028A(c), to wit, HENNER used the name of the Identity Theft Victim during and in relation to the wire fraud violation charged in Count One of this Indictment.

(Title 18, United States Code, Sections 1028A(a)(1),  
1028A(b), and 2.)

**FORFEITURE ALLEGATION**

8. As a result of committing the offense alleged in Count One of this Indictment, JOSHUA HENNER, the defendant, shall forfeit to the United States, pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28 United States Code, Section 2461(c), any and all property, real and personal, that constitutes or is derived from proceeds traceable to the commission of said offense, including but not limited to a sum of money in United States currency representing the amount of proceeds traceable to the commission of said offense.

**Substitute Assets Provision**

9. If any of the above-described forfeitable property, 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) and Title 28, United States Code, Section 2461(c), to seek forfeiture of any other property of the defendant up to the value of the above forfeitable property.

(Title 18, United States Code, Section 981;  
Title 21, United States Code, Section 853; and  
Title 28, United States Code, Section 2461.)

[REDACTED]

FOREPERSON

*D Williams*

DAMIAN WILLIAMS  
United States Attorney