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Approved: Am Grswold

ANDREA M. GRISWOLD / CHRISTINE I. MAGDO
Assistant United States Attorneys

Before: HONORABLE JAMES L. COTT
United States Magistrate Judge
Southern District of New York

- - - - - X
: SEALED COMPLAINT
UNITED STATES OF AMERICA :
: Violations of
- v. - : 18 U.S.C. §§ 371, 1503,
: 1344, 1349, & 2
ROBERT A. OLINS, :
: COUNTY OF OFFENSES:
Defendant. : New York
:
- - - - - X

SOUTHERN DISTRICT OF NEW YORK, ss.:

VIRGINIA A. COLOMBO, being duly sworn, deposes and says
that she is a Postal Inspector with the United States Postal
Inspection Service ("USPIS") and charges as follows:

COUNT ONE
(Conspiracy to Obstruct Justice)

1. From at least in or about July 2011, up to and
including in or about August 2015, in the Southern District of
New York and elsewhere, ROBERT A. OLINS, the defendant, 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, the
obstruction of justice, in violation of Title 18, United States
Code, Section 1503.

2. It was a part and object of the conspiracy that ROBERT
A. OLINS, the defendant, and others known and unknown, would and
did corruptly endeavor to obstruct and impede an officer of a
court of the United States, in the discharge of her duty, and
would and did corruptly influence, obstruct and impede, and
endeavor to influence, obstruct and impede the due
administration of justice, in violation of Title 18, United
States Code, Section 1503.

Overt Act

3. In furtherance of the conspiracy and to effect the illegal objects thereof, the following overt act, among others, was committed in the Southern District of New York and elsewhere:

a. On or about June 21, 2012, a co-conspirator not named herein authorized a wire transfer in the amount of \$160,000 to be sent from an account held at a bank in New York, New York to an account beneficially owned by ROBERT A. OLINS, the defendant.

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

COUNT TWO (Obstruction of Justice)

4. From at least in or about July 2011, up to and including in or about August 2015, in the Southern District of New York and elsewhere, ROBERT A. OLINS, the defendant, corruptly endeavored to influence, obstruct and impede an officer of a court of the United States, in the discharge of her duty, and corruptly influenced, obstructed and impeded, and endeavored to influence, obstruct and impede, the due administration of justice, to wit, in connection with a judicial receivership proceeding brought by the United States Securities and Exchange Commission ("SEC") in the United States District Court for the Southern District of New York, OLINS caused to be submitted false and misleading documents to the Court.

(Title 18, United States Code, Sections 1503 and 2.)

COUNT THREE (Conspiracy to Commit Bank Fraud)

5. From at least in or about May 2012, up to and including in or about August 2015, in the Southern District of New York and elsewhere, ROBERT A. OLINS, the defendant, and others known and unknown, willfully and knowingly did combine, conspire, confederate and agree together and with each other to commit an offense against the United States, to wit, bank fraud, in violation of Title 18, United States Code, Section 1344.

6. It was a part and an object of the conspiracy that ROBERT A. OLINS, the defendant, and others known and unknown, would and did knowingly execute, and attempt to execute, a scheme and artifice to defraud a financial institution and to obtain moneys, funds, credits, assets, securities, and other property owned by, and under the custody and control of, a financial institution, by means of false and fraudulent pretenses, representations, and promises.

(Title 18, United States Code, Section 1349.)

COUNT FOUR
(Bank Fraud)

7. From at least in or about May 2012, up to and including in or about August 2015, in the Southern District of New York and elsewhere, ROBERT A. OLINS, the defendant, knowingly executed and attempted to execute, a scheme and artifice to defraud a financial institution and to obtain moneys, funds, credits, assets, securities, and other property owned by, and under the custody and control of, a financial institution, by means of false and fraudulent pretenses, representations, and promises, to wit, OLINS failed to distribute proceeds from the sales of certain assets to American Bank & Trust which he was obligated to do and instead converted them to his own use.

(Title 18, United States Code, Sections 1344 and 2.)

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

8. I have been a Postal Inspector with the USPIS for approximately 2.5 years. I am currently assigned to a financial fraud team. I have participated in investigations of a wide variety of financial frauds and related crimes, and have made and participated in arrests of individuals who have committed such offenses. The information contained in this Complaint is based upon my personal knowledge, as well as information obtained during this investigation, directly or indirectly, from other sources, including, but not limited to: (a) SEC filings, SEC deposition transcripts and filings made in federal court; (b) email communications and other correspondence provided to the SEC; (c) conversations with SEC representatives; and (d) witness interviews. Because this Complaint 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 and statements of and conversations with others are reported herein, they are reported in substance and in part. Where figures, calculations, and dates are set forth herein, they are approximate, unless stated otherwise.

BACKGROUND

Relevant Individuals and Entities

9. At all times relevant to this Complaint, SpatiaLight, Inc. ("SpatiaLight") was a New York corporation headquartered in Novato, California that developed and supplied high-resolution liquid crystal on silicon microdisplays for high definition televisions. SpatiaLight's stock was traded on the NASDAQ.

10. Between approximately June 2000 and November 2006, ROBERT A. OLINS, the defendant, was CEO or acting CEO of SpatiaLight. From November 2006 until January 2008, OLINS served as a consultant to SpatiaLight. While affiliated with SpatiaLight, OLINS resided in the Southern District of New York.

11. At all times relevant to this Complaint, Argyle Capital Management Corporation ("Argyle") was a private money-management company that was wholly-owned, operated and controlled by ROBERT A. OLINS, the defendant.

12. At all times relevant to this Complaint, an art and antiques dealer not named herein (the "Antiques Dealer") operated in, among other places, New York, New York and London, England. At all times relevant to this Complaint, a co-conspirator not named herein ("CC-1") was the Group Sales and Marketing Director for the Antiques Dealer and also the President of its New York operations.

13. American Bank and Trust Company ("AB&T") is a bank chartered in the State of Oklahoma and has been insured by the Federal Deposit Insurance Corporation ("FDIC") at all times relevant to this Complaint. At all times relevant to this Complaint, an individual not named herein ("Individual-1") was an Executive Vice President of AB&T.

The AB&T Loan

14. From speaking with Individual-1 and reviewing documents maintained by AB&T, I have learned, among other things, the following:

a. On or about May 27, 2003, AB&T made a loan (the "Loan") to Argyle in the principal sum of \$3,500,000. The Loan was used to fund SpatiaLight. The Loan, the maturity date of which was extended on multiple occasions between 2003 and 2011, was personally guaranteed by ROBERT A. OLINS, the defendant.

b. On or about April 15, 2009, OLINS, Argyle, and AB&T entered into a Security Agreement in which Argyle and OLINS granted AB&T a first and prior security interest in certain collateral, including, specifically, a collection of OLINS's art and antiques previously appraised to be worth between \$8.6 million and \$13.8 million (the "Art and Antiques Collection").

c. On or about December 16, 2011, Argyle failed to make payment as required and thereby defaulted on the Loan. The unpaid balance of the Loan, approximately \$2.6 million, became immediately due and payable.

The SEC Enforcement Action in the
Northern District of California

15. On or about December 20, 2007, the SEC filed a civil complaint (the "SEC Complaint") against ROBERT A. OLINS, the defendant, and Argyle in the United States District Court for the Northern District of California (the "California Court"). The SEC Complaint alleged, in sum and substance, that from in or about 2005 through on or about the date of the SEC Complaint, OLINS had violated the law in connection with the offer and sale of securities of SpatiaLight. The SEC Complaint further alleged that OLINS realized more than \$2.6 million in ill-gotten gains through his misconduct. See *SEC v. Olins*, 07 Civ. 6423 (MMC) (the "Enforcement Action").

16. On or about June 10, 2010, the California Court entered a consent decree which enjoined ROBERT A. OLINS, the defendant, from, among other things, further violations of certain sections of the securities laws.

17. On or about February 25, 2011, the California Court entered a judgment (the "Disgorgement Judgment") which ordered ROBERT A. OLINS, the defendant, and Argyle to pay disgorgement in the amount of \$2,480,327, representing profits gained as a result of the conduct alleged in the SEC Complaint, together with prejudgment interest in the amount of \$892,898, for a total amount of \$3,373,225.

The Receiver Action in the
Southern District of New York

18. On or about July 27, 2011, the SEC filed an action in the United States District Court for the Southern District of New York (the "New York Court"), registering the Disgorgement Judgment in the amount of \$3,373,225 and requesting that an order be entered appointing a receiver to liquidate certain assets belonging to ROBERT A. OLINS, the defendant, including the Art and Antiques Collection, and to apply the proceeds of such liquidation toward the Disgorgement Judgment. See *SEC v. Olins et al.*, 11 Misc. 261 (DLC) ("the Receiver Action").

19. On or about March 26, 2012, CC-1 submitted a declaration, under oath, in the Receiver Action. In that declaration, CC-1 asserted that, with respect to the Art and Antiques Collection, "the best way to sell these items and obtain the most money for these items would be through private sales over a period of time with the items being presented to specific clients in a focused and restrictive selling program," rather than "a forced sale" by an auction house.¹

20. On or about May 11, 2012, the New York Court issued an order in the Receiver Action appointing AB&T as receiver (the "Receiver") of the Art and Antiques Collection (the "Order Appointing Receiver"). Based on my review of the Order Appointing Receiver, I have learned, among other things, the following:

a. The New York Court directed AB&T to oversee the liquidation of the Art and Antiques Collection² in order to satisfy the indebtedness of ROBERT A. OLINS, the defendant, in the following order: (1) indebtedness to AB&T; (2) indebtedness to the SEC; (3) indebtedness to any other creditors who may intervene in the Receiver Action; and (4) finally, to OLINS and Argyle.

b. OLINS was "required to assist the Receiver in

¹ CC-1's March 26, 2012 declaration noted that, on or about October 4, 2011, CC-1 wrote a letter to AB&T setting forth the same position.

² The Order Appointing Receiver defined the items in the Art and Antiques Collection as the "Receivership Assets," the "Receivership Property," or the "Receivership Estate."

fulfilling its duties and obligations," including by "respond[ing] promptly and truthfully to all requests for information and documents from the Receiver."

c. OLINS, as well as any person or entity with "possession, custody or control" of any item from the Art and Antiques Collection,³ was prohibited from engaging in any form of side deal, self-help, set-off, or transaction not approved by the Court.

21. On or about May 17, 2012, Individual-1 sent a letter (the "May 17 Letter") to CC-1 informing CC-1 and the Antiques Dealer that AB&T had been appointed Receiver for the Arts and Antiques Collection and attaching the Order Appointing Receiver. The May 17 Letter excerpted and highlighted the provisions of the Order Appointing Receiver that prohibited ROBERT A. OLINS, the defendant, and any person or entity with "possession, custody or control" of any item from the Art and Antiques Collection from engaging in any form of side deal, self-help, set-off, or transaction not approved by the Court.

THE OFFENSE CONDUCT

22. As set forth below, there is probable cause to believe that from in or about July 2011 through the present, ROBERT A. OLINS, the defendant, defrauded the Receiver and obstructed the administration of justice by making, and causing to be made, intentionally false statements in the Enforcement Action and the Receiver Action. Specifically, OLINS devised a scheme, in coordination with CC-1, to hide assets from the Receiver and the Courts and personally enrich himself. Based on material misrepresentations by OLINS and CC-1, the Receiver and the New York Court approved sales of certain items in the Art and Antiques Collection without the knowledge that OLINS and CC-1 had secretly sold or planned to resell the items at higher prices, with OLINS illicitly pocketing the difference.

The Antique Vases

23. From my review of documents maintained by the Antiques Dealer, including sales records and correspondence between CC-1 and the Receiver, I have learned, among other things, the following:

³ As discussed below, in paragraphs 23, 25, and 34, the Antiques Dealer had custody and control over several items in the Art and Antiques collection.

a. On or about April 3, 2012, the Antiques Dealer recorded the sale of a Louis XV Porcelain Garniture of Three Vases (the "Vases") to a client not named herein ("Client-1") for approximately 844,994 British Pounds (or approximately \$1.2 million). At the time of the sale, the Vases were part of the Art and Antiques Collection and not owned by the Antiques Dealer.

b. On or about April 10, 2012, the Antiques Dealer received payment from Client-1 in the amount of £844,994. On or about the following day, CC-1 received an email from another employee of the Antiques Dealer informing CC-1 that the Antiques Dealer had received this payment.

24. On or about May 25, 2012, in connection with the Receiver Action, CC-1 wrote a letter to the Receiver stating that the Antiques Dealer "ha[s] a client interested in acquiring [the Vases]," which would result in a "net receivable" to AB&T of \$540,000. CC-1 further represented that such a transaction would allow the Antiques Dealer "to net somewhere between 10% and 20% commission on this deal."

25. On or about June 14, 2012, AB&T filed an application in the Receiver Action requesting approval to sell the Vases to the Antiques Dealer for \$540,000 (the "June 14 Application"). The application was supported by a declaration signed by Individual-1 (the "June 14 Declaration"). The June 14 Declaration contained the following representations, among others:

a. The Vases had "been on consignment, unsold, with the Antiques Dealer since October 14, 2009."

b. "The Receiver is informed that the [Antiques Dealer] intends to sell the [Vases] to the third-party buyer . . . for cash and trade of additional works of art, and the Antiques Dealer has advised the Receiver that said buyer has planned a trip to London in the near future and will likely consider purchasing the [Vases] then, and if he does, the Antiques Dealer will need to be able to sell the [Vases] to him immediately, meaning the [Antiques Dealer] would need to have purchased the [Vases] beforehand."

c. "Receipt of the Sales Price from the [Antiques Dealer] for its purchase of the [Vases] would result in the sum of \$540,000 paid into the Receivership Estate [the "Net Sales Receipts"]. The Net Sales Receipts are approximately 10-20% less than the estimated third-party purchase price . . . which is

commensurate with a 10-20% commission that an art and antiques broker expects as an ordinary course of business."

26. From speaking with Individual-1, I have learned, among other things, the following:

a. Individual-1 based the information contained in paragraphs (a) through (c), above, on communications with CC-1.

b. Individual-1 also understood that the Antiques Dealer's Commission would be between 10% and 20% of approximately \$600,000, that is, between approximately \$60,000 and \$120,000.

27. In an order dated on or about June 14, 2012 (the "June 14 Order"), the New York Court approved the sale of the Vases from the Receiver to the Antiques Dealer for \$540,000. Based on the representations contained in the June 14 Application, the New York Court concluded that "the interests of the Receivership Estate will be best served and conserved by the Court's authorization and approval of the proposed private sale."

28. In truth, and as ROBERT A. OLINS, the defendant, and CC-1 well knew, in or about April 2012, the Antiques Dealer had already pre-sold the Vases to Client-1 for approximately \$1.2 million and received payment for that sale.

29. From my review of bank documents associated with accounts maintained by the Antiques Dealer, I have learned, among other things, the following:

a. On or about June 16, 2012, two days after the sale of the Vases from the Receiver to the Antiques Dealer for \$540,000 was approved by the New York Court, CC-1 authorized a wire in the amount of \$540,000 to be sent from a business checking account maintained by the Antiques Dealer (the "Antiques Dealer Account") at a bank in New York, New York, to an account held by the Receiver.

b. Less than week later, on or about June 21, 2012, CC-1 authorized a wire in the amount of \$160,000 to be sent from the Antiques Dealer Account to an account in the name of an entity not named herein (the "Entity Bank Account").

30. Based on my review of transcripts of sworn testimony in the Receiver Action, and other sources, I know that the true beneficial owner of the Entity Bank Account was ROBERT A. OLINS, the defendant.

31. From my review of correspondence between CC-1 and ROBERT A. OLINS, the defendant, I have learned, among other things, the following:

a. In or about June 2012, the Antiques Dealer credited OLINS \$300,000 toward an outstanding balance OLINS owed on a prior unfunded purchase of a set of antique wall brackets (the "Wall Brackets").⁴

b. On or about November 19, 2013, OLINS sent an invoice to the Antiques Dealer reflecting \$460,000 for OLINS's "share of the sale of the [Vases]," which included \$300,000 credited toward the outstanding balance on the Wall Brackets and \$160,000 in cash.

32. Accordingly, in 2012, ROBERT A. OLINS, the defendant, personally received at least \$460,000 from the sale of the VASES.

33. At no time did ROBERT A. OLINS, the defendant, disclose his receipt of these proceeds to the SEC, the Receiver, the New York Court or the California Court, nor did OLINS provide those monies to the SEC or the Receiver.

The Dragon Candelabra

34. From my review of documents maintained by the Antiques Dealer, including sales records and correspondence between CC-1 and the Receiver, I have learned, among other things, the following:

a. In November and December 2012, Individual-1 communicated with ROBERT A. OLINS, the defendant, and CC-1 concerning the sale of a pair of Louis XV Gilt Bronze Dragon Candelabra (the "Dragon Candelabra"), an item from the Art and Antiques Collection.

b. In or about November 2013, another individual not named herein ("Individual-2") offered to purchase the Dragon Candelabra from the Receiver, initially for \$225,000 and,

⁴ In or about March 2011, the Antiques Dealer recorded the sale of the Wall Brackets to OLINS for approximately \$695,000. However, because OLINS did not pay for the Wall Brackets, as of March 2011, OLINS continued to owe the Antiques Dealer \$695,000 and the Wall Brackets remained with the Antiques Dealer.

shortly thereafter, for \$235,000.

c. Individual-1 agreed to sell the Dragon Candelabra to Individual-2 for \$235,000. AB&T thereafter received \$235,000 from Individual-2 for the Dragon Candelabra.

d. At the time he approved the sale, Individual-1 understood that Individual-2 intended to place the Dragon Candelabra on consignment with the Antiques Dealer in an effort to find a buyer who would pay in excess of \$235,000.

e. On or about November 19, 2013, after taking possession of the Dragon Candelabra from Individual-2, the Antiques Dealer recorded a sale of the Dragon Candelabra to a client not named herein ("Client-2") for approximately \$1.2 million.

f. On or about November 19, 2013, CC-1 sent a letter (the "November 19 Letter") to Individual-2 attaching a check for \$603,000 "as a credit note for the sale" of the Dragon Candelabra. The November 19 Letter further stated that Individual-2 would receive a \$50,000 credit that could be applied towards future purchases from the Antiques Dealer. Thus, Individual-2 was credited at least \$653,000 for the sale of the Dragon Candelabra, despite the fact that the Antiques Dealer had actually sold the item for approximately \$1.2 million.

g. Also on or about November 19, 2013, OLINS sent an invoice to the Antiques Dealer for \$197,000 for "my share of the sale of" the Dragon Candelabra (the "November 19 Invoice"). The November 19 Invoice further stated that the \$197,000 owed to OLINS should be applied as an offset to OLINS' outstanding balance on the Wall Brackets and that the Wall Brackets would remain with the Antiques Dealer.

35. From speaking with Individual-1, I have learned, among other things, that ROBERT A. OLINS, the defendant, represented to Individual-1 that any monies earned from the Antiques Dealer's resale of the Dragon Candelabra would be for the benefit of Individual-2 only and not for OLINS.⁵

36. Notwithstanding the representation by ROBERT A. OLINS,

⁵ Individual-1 further understood that the Antiques Dealer would earn a 10%-20% commission on any resale of the Dragon Candelabra.

the defendant, to Individual-1 concerning that OLINS would not receive any proceeds from the sale of the Dragon Candelabra, OLINS in fact received at least \$197,000 from the sale of the Dragon Candelabra.

37. At no time did ROBERT A. OLINS, the defendant, disclose his receipt of these proceeds to the SEC, the Receiver, the New York Court or the California Court, nor did he provide those proceeds to the SEC or the Receiver.

The 2014 Contempt Proceeding

38. On or about September 29, 2014, the California Court issued, on the SEC's motion (the "Contempt Motion"), an order to show cause why ROBERT A. OLINS, the defendant, should not be held in contempt for refusing to pay the Disgorgement Judgment.

39. On or about August 26, 2014, in response to the Contempt Motion, ROBERT A. OLINS, the defendant, filed a declaration (the "Olins Declaration") with the California Court. Among other things, the Olins Declaration stated the following:

a. "There has been no effort on my part to secret assets or ignore the Disgorgement Judgment."

b. "I have spent untold hours trying to find buyers for pieces of the [Arts and Antiques] Collection so that AB[&]T will be paid in full and the SEC will get monies from the proceeds as well."

c. "I continue[] to work cooperatively with the Receiver/Bank in assisting in the sales of the Receivership assets. I have been doing everything I can to repay my debt to AB[&]T and the SEC's penalty Judgment and Disgorgement Order."

d. OLINS also made the following representations about his income for the 2012 and 2013 calendar years:


i. Apart from \$114,281 in consulting fees, OLINS said he "received no other . . . income for 2012."

ii. Apart from \$57,882.06 in consulting fees, OLINS said he "received no other . . . income for 2013."

40. In truth, and as ROBERT A. OLINS, the defendant, well knew, OLINS had earned a total of at least \$657,000 in 2012 and 2013: (a) in 2012, OLINS received at least \$460,000 in proceeds from the sale of the Vases; and (b) in 2013, OLINS received at

least \$197,000 in proceeds from the sale of the Dragon Candelabra.

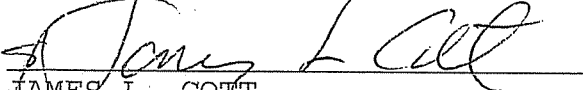
WHEREFORE, I respectfully request that an arrest warrant be issued for ROBERT A. OLINS, the defendant, and that he be arrested and imprisoned or bailed, as the case may be.



VIRGINIA A. COLOMBO
Postal Inspector
United States Postal Inspection
Service

Sworn to before me this

25th day of August 2015



JAMES L. COTT
UNITED STATES MAGISTRATE JUDGE
SOUTHERN DISTRICT OF NEW YORK