

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

**25 MAG 714**

UNITED STATES OF AMERICA

**SEALED COMPLAINT**

v.

Violation of 18 U.S.C. § 1349

JAMES DINNIGAN,  
a/k/a “Charlie Ward,” and  
MARTIN MAUGHAN,  
a/k/a “Lawrence Rogers”

COUNTY OF OFFENSE:  
NEW YORK

Defendants.

SOUTHERN DISTRICT OF NEW YORK, ss.:

JED FISHER, being duly sworn, deposes and says that he is a Special Agent with the Federal Bureau of Investigation (“FBI”), and charges as follows:

**COUNT ONE**  
**(Conspiracy to Commit Wire Fraud)**

1. From at least in or about October 2023 through at least in or about February 2025, in the Southern District of New York and elsewhere, JAMES DINNIGAN, a/k/a “Charlie Ward,” and MARTIN MAUGHAN, a/k/a “Lawrence Rogers,” the defendants, and others known and unknown, willfully and knowingly combined, conspired, confederated, and agreed together and with each other to commit wire fraud, in violation of Title 18, United States Code, Section 1343.

2. It was a part and an object of the conspiracy that JAMES DINNIGAN, a/k/a “Charlie Ward,” and MARTIN MAUGHAN, a/k/a “Lawrence Rogers,” the defendants, and others known and unknown, 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, radio, and television communication in interstate and foreign 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, to wit, DINNIGAN and MAUGHAN agreed to make and caused to be made false statements to victims in connection with home construction and remodeling projects, and in connection therewith and in furtherance thereof, DINNIGAN and MAUGHAN transmitted and caused to be transmitted interstate emails, telephone calls, wire transfers of funds, 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, Section 1349.)

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

3. I am a Special Agent with the FBI. I have been personally involved in the investigation of this matter, and I base this affidavit on that experience, on my examination of various reports and records, and on my conversations with witnesses. Because this affidavit is being submitted for the limited purpose of demonstrating probable cause, it does not include all the facts 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, except where otherwise indicated.

### ***Overview of the Scheme to Defraud***

4. Based on my participation in this investigation, my conversations with witnesses and victims, my review of law enforcement records, bank records, financial records, business records, and other records obtained during this investigation, I have learned the following about a construction fraud scheme perpetrated by JAMES DINNIGAN, a/k/a “Charlie Ward,” and MARTIN MAUGHAN, a/k/a “Lawrence Rogers,” the defendants, and others:

a. Since approximately early January 2025, FBI Agents in Philadelphia and New York have been investigating a construction fraud scheme involving dozens of victims in New York, New Jersey, Connecticut, Pennsylvania, and several other states, which was perpetrated between in or about October 2023 until in or about February 2025. The primary perpetrators of the scheme are foreign nationals from Ireland and the United Kingdom who are illegally in the United States and falsely pose as legitimate home repair contractors.

b. The scheme generally proceeded as follows: (1) To get hired by the victims, members of the scheme made false statements to victims about their operation of legitimate home repair businesses, their occupation as contractors or engineers, and about home improvement and construction projects the victims needed to obtain; (2) After being hired, members of the scheme would trick victims into paying for additional unwanted or unnecessary home repairs and other construction, including by purposefully damaging or destroying the victim’s property; (3) The perpetrators of the scheme then forced victims, including through threats, into paying them tens or even hundreds of thousands of dollars.

c. DINNIGAN, MAUGHAN, and other perpetrators of the scheme communicated with victims using cellphones and email. The victims would frequently write checks and transfer money to bank accounts controlled by members of the scheme, including an account at a particular financial institution in Manhattan, New York.

d. The FBI has identified at least 24 victims—many who are elderly individuals—who have lost at least \$1 million as a result of this scheme.

### ***The Defendants***

5. Based on my review of law enforcement records, including records from the United States Department of Homeland Security’s Customs and Border Protection (“CBP”), I have learned, among other things, the following:

a. JAMES DINNIGAN, a/k/a “Charlie Ward,” the defendant, is a 27-year-old citizen of Ireland. DINNIGAN entered the United States on or about April 4, 2023 using a tourist visa that permitted him to remain in the United States until on or about July 2, 2023. A review of relevant records has revealed no known documentation showing that DINNIGAN departed the United States as required, or that DINNIGAN applied for and received authorization to legally remain in the United States after July 2, 2023. On or about February 25, 2025, DINNIGAN was encountered by CBP in Champlain, New York.

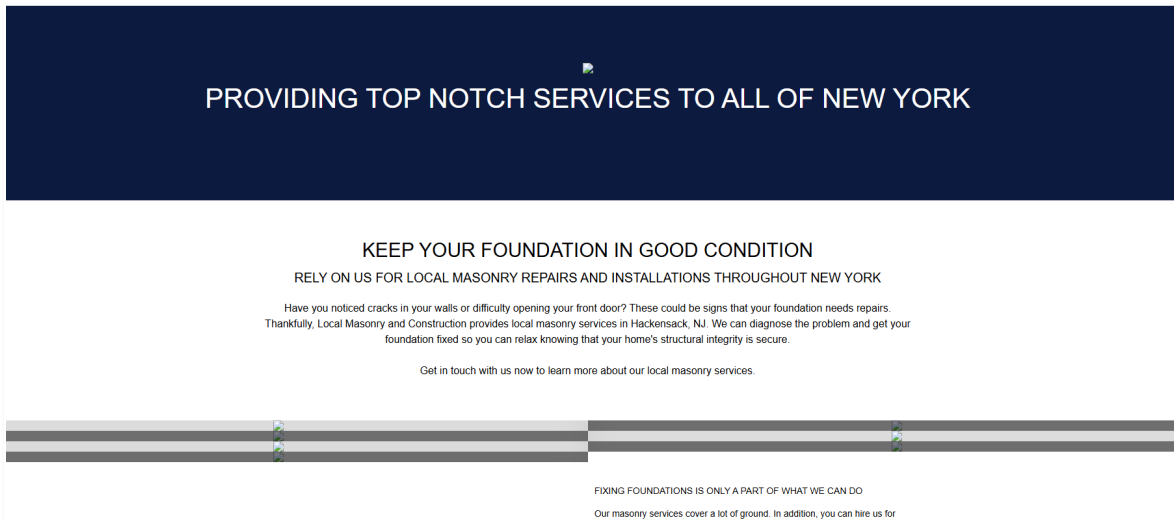
b. MARTIN MAUGHAN, the defendant, is a 31-year-old citizen of the United Kingdom. On or about August 9, 2023, MAUGHAN was encountered by CBP officers in the vicinity of Laredo, Texas. MAUGHAN was subsequently ordered removed from the United States to the United Kingdom on or about October 30, 2023. According to MAUGHAN’s order of removal, he was prohibited from reentering or attempting to reenter the United States for a period of five years. On or about February 7, 2025, MAUGHAN was found inside the United States when he was arrested at the Boston Logan International Airport moments before departing on a flight to Dublin, Ireland.

***The Defendants Cause Victim-1 to Pay Approximately \$335,000 For  
“Repairs” to Victim-1’s Home***

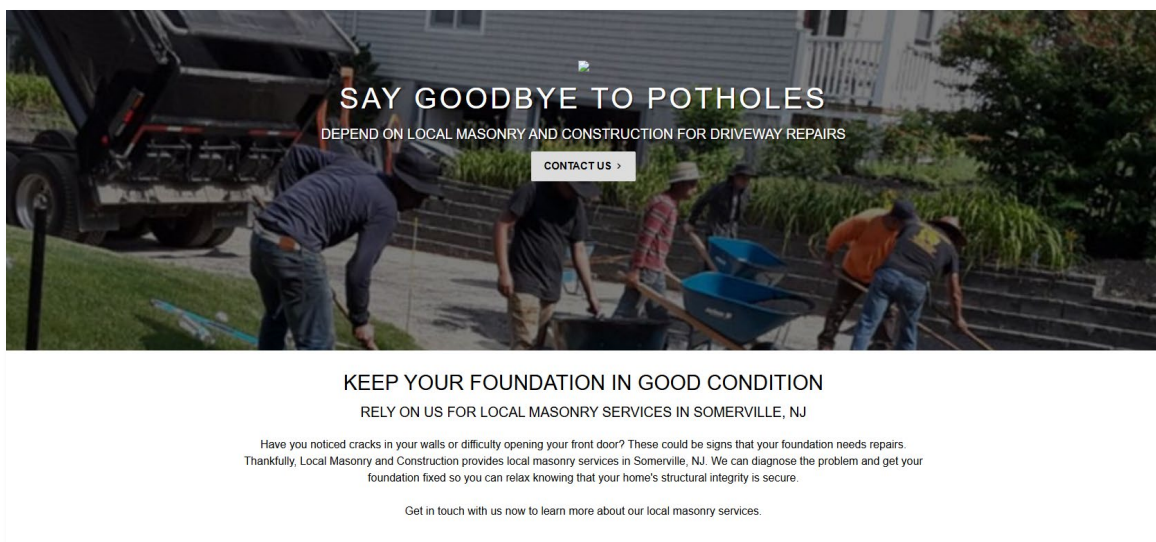
6. Based on my review of law enforcement reports and records, my conversations with other law enforcement officers, my review of documents obtained through subpoenas, and my conversations with and review of documents regarding conversations with victims, I know among other things, the following:

a. In or around October 2024, a 68-year-old woman from New Jersey (“Victim-1”) learned from her local power company that she needed to repair a downed power line attached to her home. The power company explained that it was unable to repair the power line until certain bricks located near where the line was attached were repaired. Over the next several months, Victim-1 paid approximately \$335,000, including \$45,000 that was deposited in Manhattan, New York, to two men whom she believed were legitimate contractors and engineers.

b. To find a company to repair the bricks, Victim-1’s live-in partner “Victim-1’s Partner”) used the Internet to search for contractors in the area. Local Masonry and Construction (“LMC”) appeared in Victim-1’ Partner’s search results and appeared to have positive reviews based on LMC’s website. I have viewed archived versions of the LMC website through the Wayback Machine. I know based on my training and experience that the Wayback Machine hosts a digital archive of various internet websites. A screenshot from the Wayback Machine of the LMC website from in or about June 2024 is below:



c. Another screenshot of the LMC website, this time from in or about July 2023, is below:<sup>1</sup>



d. Based on the website and the company’s reviews, Victim-1’s Partner contacted LMC and requested an estimate for the needed brick work. Victim-1 ultimately agreed to have LMC handle the brickwork on her home, and LMC worked on Victim-1’s home from in or about October 2024 until in or about December 2024.

<sup>1</sup> I know based on my review of the archived version of the LMC website that in or about May 2024, the website claimed “You may very well need emergency roof repair services in Hackensack, NJ. However, the need for speed doesn’t mean that you should have to settle for sloppy roofing services. That won’t do you any good in the long run.” During the course of this investigation, I have located at least four other websites that include those exact same sentences advertising similar roofing services in New Jersey, Miami, Boston, and Cambridge.

e. LMC represented to Victim-1 that it was run by two men who Victim-1 believed, based on her interactions with the men, were Irish. The men introduced themselves to Victim-1 as “Charlie” and “Lawrence Rogers.” Victim-1 was shown photographs of JAMES DINNIGAN, a/k/a “Charlie Ward,” and MARTIN MAUGHAN, a/k/a “Lawrence Rogers,” the defendants, and positively identified DINNIGAN as the “Charlie” and MAUGHAN as the “Lawrence Rogers” who worked for LMC. During conversations with Victim-1, DINNIGAN represented that he was a civil engineer.

f. Though DINNIGAN and MAUGHAN were sometimes on site for LMC’s work, Victim-1 described that much of the work was actually done by men who appeared to be contracted day laborers.

g. LMC initially handled Victim-1’s brick work and attempted to reattach the downed electrical wire to her home. In the process of attempting to reattach the electrical wire, DINNIGAN and MAUGHAN walked up the ladder that was leaning against Victim-1’s home and looked around. DINNIGAN and MAUGHAN then told Victim-1 that she needed repairs to her chimney, which Victim-1 agreed to have done by LMC.

h. While LMC’s workers were repairing Victim-1’s chimney, DINNIGAN asked to check the basement of Victim-1’s home, specifically to inspect the area around the bottom of the chimney. After conducting the inspection, DINNIGAN told Victim-1 that he found additional issues with Victim-1’s basement foundation and walls that needed to be repaired.

i. Because Victim-1 believed, based on his representation to her, that DINNIGAN was a civil engineer, Victim-1 agreed to DINNIGAN’s request that LMC repair her home’s foundation. Over the course of the next several days, DINNIGAN and MAUGHAN kept finding more and more problems with Victim-1’s home that, according to DINNIGAN and MAUGHAN, required additional repairs. As a result, LMC laborers used a jackhammer and various other tools to break up large portions of Victim-1’s basement, to the point that, according to Victim-1, the basement floor was completely covered with dirt and concrete debris.

j. After LMC’s workers tore up Victim-1’s basement floor and parts of her basement walls, DINNIGAN and MAUGHAN told Victim-1 that she needed an entirely new foundation. MAUGHAN told Victim-1 that the condition of her home constituted a danger to her. MAUGHAN further told Victim-1 that she should not tell anyone from the city government about the condition of her basement because it could cause the city to deem Victim-1’s residence uninhabitable. At that point, Victim-1 asked DINNIGAN and MAUGHAN whether they obtained permits for the work they were doing to her basement. DINNIGAN and MAUGHAN responded that permits were not required because the work to her basement was being done in response to an emergency.

k. On or about December 5, 2024, while Victim-1’s basement was still in a state of disrepair, a male knocked on Victim-1’s door and claimed to be a city engineer with a particular name (the “Purported Engineer”). The Purported Engineer provided a business card purporting to depict his status as a city engineer. Victim-1 also reported that the Purported Engineer was wearing an official-looking lanyard around his neck. The Purported Engineer explained that he was present to conduct an inspection of the work being done to Victim-1’s home, including for required permits.

l. Victim-1 permitted the Engineer to inspect her basement. During the inspection, the Purported Engineer said that Victim-1 needed additional emergency repairs to her home's foundation. The Purported Engineer explained that the repairs needed to begin no later than January 5, 2025, or Victim-1 would be forced from her home. Prior to leaving, the Purported Engineer left Victim-1 a handwritten note on paper that purported to include the city seal, the Purported Engineer's name, and a particular phone number (the "3851 Number") where Victim-1 could reach the Purported Engineer.

m. Based on my participation in this investigation, including my conversations with law enforcement officers from the local police department that the city did employ someone who goes by the same name used by the Purported Engineer (the "Real Engineer"). But the Real Engineer had never inspected Victim-1's home and has never used the 3851 Number. Victim-1 was shown a photograph of the Real Engineer and said that the Real Engineer was not the Purported Engineer who inspected her home.

n. After the Purported Engineer left Victim-1's home, Victim-1 called DINNIGAN and relayed the Purported Engineer's findings. DINNIGAN explained that LMC could conduct the work required by the Purported Engineer for \$300,000. Victim-1 agreed to DINNIGAN's terms. Victim-1 then contacted her financial advisor to have \$300,000 moved into an account where she could access the money. After that conversation, Victim-1's financial advisor contacted the city out of concern that Victim-1 was the victim of fraud. Victim-1 said that while she was personally interacting with DINNIGAN at her home, DINNIGAN would have been able to see financial information about the status of her bank accounts, which held several hundreds of thousands of dollars.

o. Victim-1 was never given any contracts or receipts from LMC despite asking on several occasions.

p. Based on records provided by Victim-1 and my review of records obtained from various financial institutions, I know that between on or about October 30, 2024, and December 4, 2024, Victim-1 wrote approximately eight checks drawn on Victim-1's bank account at a bank headquartered in Pennsylvania, totaling approximately \$335,000 as directed by DINNIGAN and MAUGHAN. For example, on or about October 30, 2024, Victim-1 wrote a check for \$5,000 to a specific contracting company (the "Contracting Company") as directed by the defendants. On or about October 31, 2024, Victim-1 wrote a check for \$40,000 to the Contracting Company. Both checks were eventually deposited into the Contracting Company's account with a check cashing business in Manhattan, New York (the "Manhattan Check Cashing Business"), which is located in the Southern District of New York. The remaining six checks written by Victim-1 were made out either to LMC or "Lawrence Rogers" and were personally deposited by either DINNIGAN or MAUGHAN at a check cashing business located in New Jersey (the "NJ Check Cashing Business").

q. Based on my review of records obtained about the Manhattan Check Cashing Business, I know that a person who appears to work with DINNIGAN and MAUGHAN ("CC-1") opened an account for the Contracting Company at the Manhattan Check Cashing Business in or about July 2024.

r. Victim-1 communicated with both defendants by telephone numerous times. She communicated with DINNIGAN on a particular phone number with a 347 area code (the “DINNIGAN Number”) and with MAUGHAN on a particular phone number with a 646 area code (the “MAUGHAN Number”). Based on my training and experience, I know that both the 347 and 646 area codes are New York City area codes. In addition to telephone, Victim-1 communicated with the defendants by email. For example, on or about February 20, 2025, Victim-1 emailed a specific LMC email address (the “LMC Email”) to ask when she would receive receipts for her payments and when LMC would come to clean up the mess they made in her basement. Approximately two minutes later, “Charlie,” whom I believe to be DINNIGAN, responded that a cleaning team would visit Victim-1’s home the following Monday, which would be the same day Victim-1 would receive receipts. Those representations were false. That Monday came and went, and Victim-1 received no receipts, and no cleaning service arrived. On or about February 28, 2025, two men in an unmarked truck visited Victim-2’s residence to clean. When asked for the name of the company the men represented, they did not know.

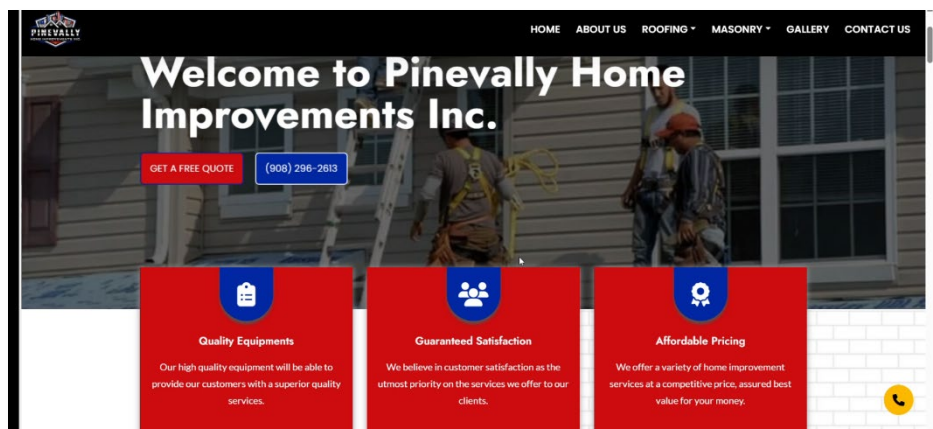
### ***The Pattern of Construction-Related Fraud Continues with Victim-2***

7. Based on my review of law enforcement reports and records, my conversations with other law enforcement officers, my review of documents obtained through subpoenas, and my conversations with and review of documents regarding conversations with victims, I know among other things, the following:

a. In or about December 2024, an 81-year-old woman from New Jersey (“Victim-2”) wrote checks totaling approximately \$49,500 for purported construction work that were cashed by JAMES DINNIGAN, a/k/a “Charlie Ward,” and MARTIN MAUGHAN, a/k/a “Lawrence Rogers,” the defendants, at the New Jersey Check Cashing Business.

b. According to Victim-2, in or around December 2024, Victim-2 sought to have certain improvements made to her front porch. After searching the internet, Victim-2 found a website for a particular home improvement company (the “Home Improvement Company”). The Home Improvement Company website appeared to be legitimate, and Victim-2 contacted the Home Improvement Company to obtain an estimate for the porch work.

c. A screenshot of the Home Improvement Company’s website as of January 2025 is below:



d. As with Victim-1, Victim-2 described the representatives of the Home Improvement Company as two men with Irish accents. Victim-2 knew the men as “Charlie” and “Lawrence” and when shown images of DINNIGAN and MAUGHAN, Victim-2 positively identified DINNIGAN as Charlie and MAUGHAN as Lawrence. Victim-2 spoke with both DINNIGAN and MAUGHAN numerous times on the telephone, including with MAUGHAN on the MAUGHAN Number and with DINNIGAN on a different number (the “DINNIGAN Second Number”). Based on my training and experience I know that individuals who engage in these types of financial frauds routinely “dump” or change their phone numbers at periodic intervals to make it more difficult for law enforcement to identify them.

e. Victim-2’s description of her interactions with DINNIGAN and MAUGHAN follow a similar pattern as Victim-1. According to Victim-2, DINNIGAN came to her house the same day she called to request an estimate. Victim-2 initially paid DINNIGAN \$8,000 in cash to repair her porch. Work on Victim-2’s porch began the next day. Victim-2 observed as the Home Improvement Company’s workers, who appeared to be day laborers, used a sledgehammer to make a very large hole in the underside of Victim-2’s porch.

f. Once the hole was made, DINNIGAN explained to Victim-2 that the issue with Victim-2’s porch was much more serious than initially believed. As a result, DINNIGAN said his workers needed to dig up part of the walkway in the front of Victim-2’s home that connects the driveway to her kitchen entryway, which would require additional funds. Victim-2 agreed to the additional work.

g. While the work was being done, DINNIGAN kept telling Victim-2 about new “issues” that needed to be repaired. For example, DINNIGAN told Victim-2 that she needed to replace the bricks on her front step. DINNIGAN told Victim-2 that if she did not agree to repair the steps, DINNIGAN would call the local township and have an inspector come to Victim-2’s home to condemn her property based on safety issues. Victim-2 then agreed to the additional work.

h. DINNIGAN and MAUGHAN continued to insist that Victim-2’s home needed additional work. Like they had with Victim-1, DINNIGAN and MAUGHAN explained to Victim-2 that Victim-2’s home needed its foundation repaired. Victim-2 declined, but as a result of the Home Improvement Company’s work, parts of Victim-2’s front walkway remain incomplete and cannot be used.

i. In total, Victim-2 wrote seven checks to “Lawrence Rogers” and “Charlie Ward” for approximately \$49,000, which were all deposited by DINNIGAN or MAUGHAN at the NJ Check Cashing Business.

### ***The Pattern of Construction Fraud Includes Victim-3 in New York***

8. Based on my review of law enforcement reports and records, my conversations with other law enforcement officers, my review of documents obtained through subpoenas, and my conversations with and review of documents regarding conversations with victims, I know among other things, the following:



a. In or about April 2024, a 41-year-old United States Marine Corps veteran from Rockland County, New York (“Victim-3”), which is in the Southern District of New York, was looking for a company to perform repairs on his back patio. Victim-3 has a background in engineering and home inspections. Between in or about April 2024 and in or about May 2024, Victim-3 wrote checks totaling approximately \$14,000 to LMC. The checks were deposited by DINNIGAN at the NJ Check Cashing Business.

b. Like Victim-1, Victim-3 found LMC on the internet after searching the internet for a company that could perform repair work on his back patio. Victim-3 believed LMC appeared to be a legitimate business based on its website and internet research. Victim-3 called LMC and spoke with a man who appeared to have an Irish accent and who went by the name “Charlie.” Victim-3 was shown a photograph of DINNIGAN and positively identified DINNIGAN as “Charlie.”<sup>2</sup>

c. Victim-3 contracted with LMC for his patio work. As with the first two victims, Victim-3 reported that the company’s workers appeared to be day laborers. Victim-3 also noticed that LMC’s workers did not appear to know how to properly install the cement that they were using to repair his patio. Based on his own experience with engineering, Victim-3 had to stop LMC’s workers numerous times because of safety concerns. For example, on one occasion, LMC’s workers began to dig a trench without calling the natural gas company to check for gas lines. In addition, LMC never obtained any permits for the work that was being done.

d. Victim-3 eventually became frustrated with the quality of LMC’s work and the lack of apparent knowledge of LMC’s workers, sent LMC a contract termination letter, and canceled a future payment of \$10,000 once Victim-3 concluded that LMC’s work was unsatisfactory and not up to code. Victim-3 also learned that although LMC claimed to be fully licensed, LMC was not licensed in Rockland County, New York and never sought permits for their work.

e. Because of LMC’s incomplete work, Victim-3 had to pay another contractor approximately \$10,000 to repair the damage caused by LMC.

***The Defendants’ Fraud Scheme Includes Victim-4 in Connecticut***

9. Based on my review of law enforcement reports and records, my conversations with other law enforcement officers, my review of documents obtained through subpoenas, and my conversations with and review of documents regarding conversations with victims, I know among other things, the following:

a. In or about September 2024, a 44-year old woman from Connecticut (“Victim-4”) contracted with LMC to repair her leaky basement foundation. Between in or about September 2024 until in or about November 2024, Victim-2 paid LMC approximately \$50,000, including one \$40,000 check to “Charlie Ward,” whom I believe based on my participation in this investigation is JAMES DINNIGAN, the defendant, and three bank transfers from Victim-4’s bank

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<sup>2</sup> Victim-3 was also shown photographs of other co-conspirators involved in this scheme and did not positively identify anyone else.

account directly into an account for “Charlie Ward.” Victim-4 also paid \$1,500 in cash at DINNIGAN’s direction to one of LMC’s day laborers.

b. Based on my review of financial records, I know that DINNIGAN deposited the \$40,000 check from Victim-4 at the NJ Check Cashing Business. And as with Victim-1, Victim-4 spoke with DINNIGAN about LMC’s work on the DINNIGAN Number. As with other victims, Victim-4 was originally quoted one rate for the work LMC was contracted to do, and over a period of time, DINNIGAN seemed to find new problems with Victim-4’s home that needed to be repaired.

c. Initially, DINNIGAN told Victim-4 that her house was sinking, that she would need to re-enforce the home with hydraulic lifts, and that the home needed waterproofing, insulation, and foundation repair. DINNIGAN’s initial quote was \$36,500, of which \$10,000 needed to be paid immediately.

d. At one point, DINNIGAN quoted Victim-4 an additional \$20,000 to repair her foundation. DINNIGAN said that failure to pay the \$20,000 could result in major damage to Victim-4’s home, including major damage to the interior of her home such as cracked walls and stairs falling out of alignment.

e. Because Victim-4 works from home, she was able to watch some of the construction work that LMC was doing on her home. While she observed the workers, Victim-4 realized that it did not appear that any kind of water proofing materials were being installed to fix her leaky basement. After raising the issue with DINNIGAN, DINNIGAN said that he would discuss the issue with his workers.

f. Victim-4 realized that LMC did not properly waterproof her basement when she noticed leaking water during a rainstorm shortly thereafter. Victim-4 called DINNIGAN and raised the issue again. DINNIGAN claimed that once the cement fully dried, the leaking would stop because LMC installed a French drain system. DINNIGAN then sent Victim-4 a picture of the drain system that was allegedly installed at her home, but Victim-4 immediately noticed that the photograph of the French drain system was not a photograph from her home.

g. While working on Victim-4’s home, LMC ruined Victim-4’s front yard, which is now filled with dirt and turns into mud every time it rains.

### ***The Breadth of the Defendants’ Fraud Scheme***

10. Based on my review of law enforcement reports and records, my conversations with other law enforcement officers, my review of documents obtained through subpoenas, and my conversations with and review of documents regarding conversations with victims, I know among other things, the following:

a. The defendants appear to have defrauded numerous other victims across several states, including in New York. For example, law enforcement officers have spoken with one victim (“Victim-5”), a 73-year-old woman from Yonkers, New York, who paid LMC nearly \$400,000 between in or about October 2023 through in or about November 2023 for various home improvement projects, of which approximately \$172,000 were deposited by DINNIGAN. Victim-

5's experience is consistent with that of the other victims discussed above. LMC initially quoted Victim-5 an apparently reasonable rate for a specific home improvement project. But over time, LMC's representative "Charlie," whom I believe based on my participation in this investigation is JAMES DINNIGAN, the defendant, continued to insist on additional payment for additional projects.

b. In total, based on the investigation to date, which includes interviews with victims, a review of law enforcement records, a review of records obtained from financial institutions and state and local governments, and conversations with other law enforcement officers, it appears that the defendants and their co-conspirators have defrauded more than two dozen victims across at least eight states of more than \$1 million.

### ***False Representations Powered the Fraud Scheme***

11. Based on my review of law enforcement reports and records, my conversations with other law enforcement officers, my review of documents obtained through subpoenas, and my conversations with and review of documents regarding conversations with victims, I know among other things, the following:

a. LMC was incorporated on or about January 22, 2024 in New Jersey by a particular person (the "LMC Founder"). According to New Jersey state records, the LMC Founder is a corporate officer and member of the LMC Board of Directors.

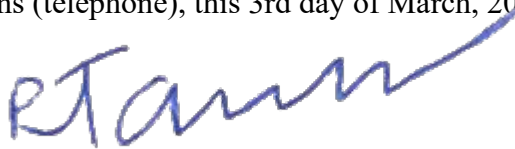
b. Based on a review of law enforcement records, public records, and New Jersey driver's license records, law enforcement officers have been unable to verify that the LMC founder is a real person. Based on my training and experience, I therefore believe that the information provided to the state of New Jersey to incorporate LMC may have been fictitious and that LMC was incorporated merely to provide the appearance that the company was legitimate. As of February 12, 2025, the LMC website is no longer active.

WHEREFORE, I respectfully request that warrants be issued for the arrests of JAMES DINNIGAN, a/k/a “Charlie Ward,” and MARTIN MAUGHAN, a/k/a “Lawrence Rogers,” the defendants, and that they be arrested, and imprisoned or bailed, as the case may be.

*s/ Jed Fisher by the Court with permission*

Jed Fisher  
Special Agent  
Federal Bureau of Investigation

Sworn to me through the transmission of  
this Complaint by reliable electronic  
means (telephone), this 3rd day of March, 2025.



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THE HONORABLE ROBYN F. TARNOFSKY  
United States Magistrate Judge  
Southern District of New York