

**IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION**

UNITED STATES OF AMERICA,

Plaintiff,

v.

MARIO AMBROSE ANTOINE, also known
as “Mario Sixstring,” “Mario Ferrari,” “Mario
Danger,” “Chris Campbell,” “Dalton Wayne,”
“Ryan Bollman,” “Reyna Dash,” “Carmen
Resben,” “KindaGuitarded,” and “Nikki,”
[DOB: 12/21/1982]

Defendant.

Case No. _____

COUNTS ONE through TWELVE:

Wire Fraud

18 U.S.C. § 1343

NMT: Twenty Years Imprisonment

NMT: \$250,000 Fine

Supervised Release: NMT Three Years
Class B Felony

COUNT THIRTEEN and FOURTEEN:

Cyberstalking

18 U.S.C. § 2261A(2)

NMT: Five Years Imprisonment

NMT: \$250,000 Fine

Supervised Release: NMT Three Years
Class D Felony

COUNTS FIFTEEN and SIXTEEN:

Online Enticement

18 U.S.C. § 2422(a)

NMT: Twenty Years Imprisonment

NMT: \$250,000 Fine

Supervised Release: NLT Five Years
Class C Felony

COUNTS SEVENTEEN and EIGHTEEN:

False Statements to Federal Law

Enforcement

18 U.S.C. § 1001(a)(2)

NMT: Five Years Imprisonment

NMT: \$250,000 Fine

Supervised Release: NMT Three Years
Class D Felony

COUNT NINETEEN:

**Obstruction of the Due Administration of
Justice**

18 U.S.C. § 1503

NMT: Ten Years Imprisonment

NMT: \$250,000 Fine

Supervised Release: NMT Three Years
Class C Felony

COUNT TWENTY:

Extortion

18 U.S.C. § 875(d)

NMT: Two Years Imprisonment

NMT: \$250,000 Fine

Supervised Release: NMT One Year

Class E Felony

COUNT TWENTY-ONE:

False Registration of a Domain Name

18 U.S.C. § 3559(g)(1)

NMT: Seven Years Imprisonment

NMT: \$250,000 Fine

Supervised Release: NMT Three Years

Class D Felony

\$100 Special Assessment for Each Count

INDICTMENT

THE GRAND JURY CHARGES THAT:

1. At times relevant to this Indictment:
 - a. **MARIO AMBROSE ANTOINE** (“**ANTOINE**”), also known as “Mario Sixstring,” “Mario Ferrari,” “Mario Danger,” “Chris Campbell,” “Dalton Wayne,” “Ryan Bollman,” “Reyna Dash,” “Carmen Resben,” “KindaGuitarded,” and “Nikki,” resided at various addresses in Kansas City and Raymore, Missouri, which are within the Western District of Missouri, and worked as a wedding photographer while doing business as Short Dog Digital Corp., Imagine Photo KC, Moon Rocket Photo, MoonRocketMediaKC, and MoonRocketPhotoKC.
 - b. **ANTOINE** created a succession of various online aliases, posing as a talent manager, photographer, and videographer for fictitious companies such as “Playboy Worldwide,” “Playboy Asia,” “Dash Agency,” and others companies that were purportedly involved in managing and hosting private overseas pornography websites. Using these various aliases and showing purported documentation demonstrating the legitimacy of this enterprise, **ANTOINE** would “audition” dozens of victims throughout the greater Kansas City, Missouri area as models for prospective employment with these fictitious entities.

- c. **ANTOINE** induced these victims with false and fraudulent pretenses, representations, and promises of payment of tens of thousands of dollars for entering into contracts for these modeling shoots and engaging in this sexual activity, which entailed auditions whereby the victims would perform various sexual activities with **ANTOINE**, which he would record.
- d. As an inducement and enticement to engage in this activity, **ANTOINE** presented these female victims with forged and false documents to add an appearance of legitimacy to this scheme and enterprise, including but not limited to falsified and forged checks issued to other purported “models,” Internal Revenue Service Form 1099-MISC, Department of Homeland Security Form I-9, and various other documents.
- e. After many of these victims complained to **ANTOINE** that they had not been paid as promised, **ANTOINE** forwarded images of this sexual activity with these victims to the employers and significant others of the victims.

COUNTS ONE through TWELVE
Wire Fraud

2. The Grand Jury re-alleges and incorporates by reference Paragraph 1 of this Indictment.

A. Purpose of the Scheme and Artifice

3. Beginning on or about August 28, 2011, and continuing to on or about the date of this Indictment, in the Western District of Missouri and elsewhere, the defendant, **MARIO AMBROSE ANTOINE** (“**ANTOINE**”), devised and intended to devise a scheme to defraud numerous victims, specifically, **VICTIMS 1 through 6**, and others both known and unknown to the Grand Jury, and to obtain money and property, that is, the publicity rights, likenesses, and produced images and videos, by means of false and fraudulent pretenses, representations, and promises to **VICTIMS 1 through 6**, including but not limited to the representations and promises of immediate and future payment for entering into such contracts.

B. Manner and Means

4. It was part of the scheme and artifice to defraud that **ANTOINE** assumed numerous aliases and identities, posing as a company owner, recruiter, talent manager, photographer, and videographer for multiple fictitious companies and private modeling websites, including but not limited to “Playboy Worldwide,” “Playboy Asia,” and “Dash Agency,” and falsely registered domain names purporting to be associated with Playboy Enterprises, Inc., in an attempt to induce numerous female victims to engage in sexual and pornographic activity with **ANTOINE** with the promises of immediate and prospective payment for such activity.

5. It was further part of the scheme and artifice to defraud that **ANTOINE** made false and fraudulent pretenses, representations, and promises in an effort to obtain money and property, that is, the property of the victims’ likenesses, rights of publicity, and the produced images and videos, and prepared and entered into contracts and modeling release forms with each prospective victim to convey the victims’ property rights in their likenesses and the produced images and videos to **ANTOINE**.

6. It was further part of the scheme and artifice to defraud that **ANTOINE** prepared forged and fraudulent payment checks, Internal Revenue Service (“IRS”) tax forms, and Department of Homeland Security employment forms to demonstrate the authenticity of this enterprise and assure the prospective victims that they would be paid thousands of dollars promised to them by these fictitious entities for their auditioning and modeling activity.

7. It was further part of the scheme and artifice to defraud that **ANTOINE** sent these produced images of the victims to the victims’ employers and significant others.

C. Overt Acts

8. On or about August 28, 2011, **ANTOINE** knowingly falsely registered the domain name williammorristalent.com, opting for private registration of this domain name, which he used in the course of these offenses.

9. On or about September 29, 2011, **ANTOINE** knowingly falsely registered the domain name playboy-worldwide.com, opting for private registration of this domain name, which he used in the course of these offenses.

10. On or about October 17, 2012, **ANTOINE** created the “Nikki” Facebook profile, which was one of the Facebook aliases **ANTOINE** employed over the course of this scheme to defraud.

11. On or about December 8, 2014, **ANTOINE** knowingly falsely registered the domain name playboy-asia.com, opting for private registration of this domain name, which he used in the course of these offenses.

12. On or about December 8, 2014, **ANTOINE** created the email account casting@playboy-asia.com.

13. On or about November 12, 2015, **ANTOINE** conducted Google searches for “rape by deception,” “rape by deception kansas,” and “illegal to trick girls into sleeping with you,” and viewed websites and law journals regarding the criminality of committing rape by fraud or deception.

ANTOINE’s Overt Acts with VICTIM 1

14. Beginning on or about October 2011, VICTIM 1 was contacted by a woman named “Hannah” who asked VICTIM 1 if she would be interested in modeling in adult photographs and videos, who in turn directed VICTIM 1 to contact **ANTOINE**.

15. On multiple occasions in late 2011 and early 2012, with the understanding that **ANTOINE** would be paying \$1,000 per “shoot,” **ANTOINE** and VICTIM 1 produced numerous images and videos of their sexual activity. VICTIM 1 never received any sort of payment from **ANTOINE**.

16. Beginning on or about April 2015, VICTIM 1 began receiving emails from an individual identifying themselves as **ANTOINE**’s attorney, which informed VICTIM 1 she needed to re-contact **ANTOINE** to resolve their issues or he was going to post her images on the Internet.

17. On or about April 2015, VICTIM 1 contacted **ANTOINE**, who informed her that, in exchange for not selling or distributing the previously produced images and videos of their sexual activity, VICTIM 1 could either pay him \$9,000 or she could come to **ANTOINE**’s house and have sex with him.

18. On or about April 7, 2015, VICTIM 1 drove to **ANTOINE**’s then-residence in Raymore, Missouri, to have sex with him in lieu of the payment of \$9,000 to avoid the distribution of the pornographic images and videos.

19. On or about April 7, 2015, **ANTOINE** directed VICTIM 1 to enter into an “Assignment of Rights to Digital Media” agreement with VICTIM 1, in which VICTIM 1 signed over to **ANTOINE** any and all digital media produced by **ANTOINE** as part of **ANTOINE**’s assurance and agreement that he was destroying all of his pornographic images and videos of his sexual activity with VICTIM 1.

20. On or about April 7, 2015, **ANTOINE** provided to VICTIM 1 a false Department of Homeland Security (“DHS”) Form I-9, which is used to verify the identity and employment authorization of individuals hired in the United States. This false DHS Form I-9 presented by

ANTOINE to **VICTIM 1** represented that the employer was “Reyna Dash” of “Dash Agency – New York,” with an address in New York City, New York. On or about this date, **ANTOINE** directed **VICTIM 1** to fill out her information on this form so that she could be paid, which she did.

21. On or about May 25, 2015, **ANTOINE** sent to **VICTIM 1** a photographic image of a forged check made from “Dash Agency” in the amount of \$575.00 and made out to **VICTIM 1** as payment for the sexual activity. These materials included a notation that **VICTIM 1** was paid \$500 for a “portfolio fee.”

22. On or about April 7, 2015, **ANTOINE** surreptitiously video recorded **VICTIM 1** signing and executing these documents. **ANTOINE** told **VICTIM 1**, “Trust me I don’t have hidden cameras,” then looks and points at the hidden camera which is recording this encounter and tells **VICTIM 1**, “that doesn’t have a webcam” and assured **VICTIM 1** there are no cameras recording in the room. **VICTIM 1** asked **ANTOINE**, “Why is this what you want?” to which he responded, “why not...unless you want to buy me a new Lexus.” **VICTIM 1** confirmed with **ANTOINE** that “we’re gonna delete all the stuff,” and **ANTOINE** responded, “I’m gonna wipe everything clean.” **VICTIM 1** asks how much money **ANTOINE** was going to make if he released it, and **ANTOINE** responded, “they were gonna buy everything for \$13,000, but that’s not just your stuff that’s everybody’s stuff.” **ANTOINE** and **VICTIM 1** engaged in oral and vaginal sex, which was surreptitiously recorded. Following this sexual activity, **ANTOINE** accessed his computer and told **VICTIM 1**, “there are all your files...When you’re ready for me to delete them, tell me.” **ANTOINE** explained his process for deleting all of the image and video files. **ANTOINE** further handed the clipboard and one of the aforementioned forms to **VICTIM 1** and told her to write her email on it so he could email her a copy of it. **ANTOINE** then told

VICTIM 1, “I’m so mad at you...like, why did you have to go off and get a boyfriend? Why couldn’t we just finish the shoot and be friends?” Later **ANTOINE** assured VICTIM 1, “I’ll make sure I delete all of it...which sucks, I was gonna make a shitload of money...you owe me a car.” **ANTOINE** signed the form in front of VICTIM 1, and told VICTIM 1 that he had “fried” the hard drive.

23. On or about May 1, 2015, **ANTOINE**, as “Reyna Dash,” sent an email to VICTIM 1, writing that “Since you decided you wanted to quit shooting, we will not be paying the \$500 portfolio fee.”

ANTOINE’s Overt Acts with VICTIM 2

24. Between or about March 10, 2015, and November 24, 2015, **ANTOINE**, as “Nikki,” sent a series of messages via Facebook to VICTIM 2, which contained numerous false and fraudulent pretenses, representations, and promises as to the legitimacy of this pornographic enterprise and the prospect of payment to VICTIM 2.

25. On or about March 10, 2015, **ANTOINE**, as “Nikki,” sent an unsolicited message to VICTIM 2, inquiring whether she had ever thought about modeling.

26. On or about March 11, 2015, **ANTOINE**, as “Nikki,” sent a series of messages via Facebook to VICTIM 2, writing, “the money jobs are probably a little out of your comfort zone...the stuff I do pays \$8k-\$15k PER shoot...[t]he good part is, none of it is available in the US...i actually do shoots with a male producer...\$8k for a bj, \$15k if we have sex...i’ve bought a house...a new jeep...i’ve been to Miami, Mexico, LA this year...i haven’t looked at a price tag when i’ve been shopping in like months haha...I know i got it in the bank (sic).” **ANTOINE** offers to share examples of previous shoots, and in response VICTIM 2 provides her email address.

27. On or about March 11, 2015, **ANTOINE** sends an email to VICTIM 2 containing approximately 15 images of VICTIM 1 performing oral sex on **ANTOINE**.

28. On or about March 11, 2015, **ANTOINE**, as “Nikki,” sent a series of messages via Facebook to VICTIM 2, writing, “sent...there are like 15 photos so it may take a sec.” In response, VICTIM 2 wrote, “they pay you 8k to do that?!” and **ANTOINE** replied, “yep...EACH shoot...those are 3 different shoots...\$24,000...that’s what most people make in a year, i made in three 30 minute shoots...and it all goes overseas so nobody here even knows about it...the producer is a local guy named Chris...you can email...to me or the company...playboy-asia.”

29. On or about May 17, 2015, **ANTOINE**, as “Nikki,” sent a series of messages via Facebook to VICTIM 2, writing, “i’m mad they quit doing cash, we have to do paychecks now...stupid IRS...it’s foreign, and you’re 1099 status, so it’s up to you if you want to claim it.”

30. On or about June 23, 2015, **ANTOINE**, as “Nikki,” sent a series of messages via Facebook to VICTIM 2, writing, that her payment “would be within 3 days,” and it would be guaranteed by contract. When VICTIM 2 asked what sort of compensation, **ANTOINE** further wrote, “\$2k audition, \$8k and up per shoot,” and sent an image of a large stack of \$100 bills to VICTIM 2, with the accompanying message, “[t]his just in the console of my car lol.” **ANTOINE** further directed VICTIM 2 to send her information to casting@playboy-asia.com. After VICTIM 2 asked **ANTOINE** for reassurance that it was “for sure 3 days for payment,” **ANTOINE** replied, “[l]ately its been 2...[b]ut 3 to be safe...FedEx a check or direct deposit.”

31. On or about June 24, 2015, **ANTOINE**, as “Nikki,” sent a series of messages via Facebook to VICTIM 2, writing that VICTIM 2 would be going to “Raymore.” After VICTIM 2 wrote to **ANTOINE** for reassurance that “in about 3 days I’ll have \$2k?” **ANTOINE** replied, “[p]robably sooner.” **ANTOINE** again directed VICTIM 2 to send her information to casting@playboy-asia.com. After VICTIM 2 asked **ANTOINE** what the producer looked like, **ANTOINE** sent to VICTIM 2 a picture of himself.

32. On or about July 1, 2015, **ANTOINE**, as “Nikki,” sent a series of messages via Facebook to VICTIM 2, reassuring VICTIM 2 that she would be paid within days. **ANTOINE** further wrote messages advising VICTIM 2 what sort of sexual activities “Chris” preferred and the “audition is easy...because he really doesn’t take many pics.”

33. On or about July 1, 2015, at **ANTOINE**’s direction, VICTIM 2 entered into a “Model Release and Grant of Rights” contract with **ANTOINE** (identified in the contract as “Chris C.”) which conveyed the use of her rights of publicity in exchange for the false and fraudulent pretense, representation, and promise that the producer, **ANTOINE**, would pay \$2,000 to VICTIM 2 for her audition.

34. After signing this contract, VICTIM 2 engaged in sexual activity with **ANTOINE**, which **ANTOINE** recorded by taking photographs and making a video recording. **ANTOINE** told VICTIM 2 she would be mailed a check.

ANTOINE’s Overt Acts with VICTIM 3

35. Between on or about October 5, 2014, and August 20, 2015, **ANTOINE**, as both “Nikki” and “Mario Sixstring,” sent a series of messages via Facebook to VICTIM 3, which contained numerous false and fraudulent pretenses, representations, and promises as to the legitimacy of this pornographic enterprise and the prospect of payment to VICTIM 3.

36. Beginning on or about October 5, 2014, **ANTOINE**, as “Nikki,” sent a series of messages via Facebook to VICTIM 3, writing “Now another company is gonna buy your shoot,” and providing the domain to a revenge porn website where homemade images and videos of former girlfriends are posted. **ANTOINE** further sent VICTIM 3 additional messages via Facebook, writing, “You signed the release already...they’ll pay you once it goes live...it’s a US site...so they use your real name...he was gonna put it on a site that even says your Facebook profile etc.”

ANTOINE then sent to **VICTIM 3** a nude image of **VICTIM 3** covered in semen. **VICTIM 3** responds, “I don’t want that,” and **ANTOINE** wrote back, “if anyone ever googles your name, they could probably find it...like job interviews in the future...or they’ll come to [VICTIM 3’s employer]...are you going to risk this shit getting out?...What happens in 5 years when you want a big girl job?...I’m telling you...Reshoot.” After **VICTIM 3** responded to **ANTOINE** that she did not want to reshoot, **ANTOINE** replied, “well your shit is going to be all over the web...when you lose your job...then what...how are you going to pay for shit when you have NO job...like you’re gonna end up fucking up your whole life over 30 mins of your time.” **VICTIM 3** responds to **ANTOINE** that she will not engage in a reshoot, to which he replied, “well have it your way...You won’t be able to get a job, [VICTIM 3’s employer] will fire you...everyone in KC will know you as the ‘porn girl with braces’...I don’t get it, why would you fuck up your future like that?”

37. On or about May 21, 2015, **ANTOINE**, as “Mario Sixstring,” sent a series of messages via Facebook to **VICTIM 3**, writing “Are you gonna pick up your check anytime soon.” Less than a minute later, **ANTOINE**, as “Nikki,” sent a message via Facebook to **VICTIM 3**, writing “Hey...You know you have a paycheck that’s been here for awhile right.” **ANTOINE** directed **VICTIM 3** to email “Carmen” at “casting@playboy-asia.com,” and further wrote to **VICTIM 3** that “Carmen said your check is for like \$18k.” **ANTOINE** arranged for another photo shoot for **VICTIM 3**, further writing to her that the photo shoot will be with “Mario...the same guy you’ve been shooting with, he’s doing the photos.”

38. In or about May 2015, **ANTOINE** sent **VICTIM 3** a photograph of a forged check purported to have been issued to **VICTIM 3** from “PBA Enterprises” in New York City for “Audition and Production” in the amount of \$18,590.93.

39. On or about May 30, 2015, at **ANTOINE**'s direction, VICTIM 3 entered into a "Model Release and Grant of Rights" contract with **ANTOINE** (identified in the contract as "Mario Sixstring") which conveyed the use of her rights of publicity in exchange for the false and fraudulent pretense, representation, and promise that the producer, **ANTOINE**, would pay VICTIM 3 the "base compensation of \$33,550."

40. After signing this contract, VICTIM 3 engaged in sexual activity with **ANTOINE**, which **ANTOINE** recorded by taking photographs and making a video recording.

41. On or about August 2015, after VICTIM 3 complained to **ANTOINE** that he she had never received the payment for this modeling activity, **ANTOINE**, sent some of these nude images of VICTIM 3 taken during the recorded sexual activity to managers with her then-employer, who was based in Kansas.

42. On or about August 17, 2015, VICTIM 3 sent a message to **ANTOINE**'s "Mario Sixstring" Facebook profile, writing, "you guys are using my pics against me...[t]hreatening my job when I have a kid."

43. On or about August 20, 2015, VICTIM 3 sent a message to **ANTOINE**'s "Mario Sixstring" Facebook profile, writing, "My job is gone now...[a]nd so is my bf." **ANTOINE** (as "Mario Sixstring") replies, "Awesome so blame me," and VICTIM 3 responded, "[y]ou're the one with the videos and pictures." **ANTOINE** replied, "The majority yah...there a ton of people offering to buy them, give me money for them." VICTIM 3 responded to **ANTOINE**, writing, "Cause you're making me loose (sic) my job and house," to which **ANTOINE** replied, "I think your job is already toast...Nikki has been messaging your GM." VICTIM 3 responded, writing, "Cyber bullying makes people kill their selves," to which **ANTOINE** replied, "Are you gonna kill yourself [VICTIM 3]?"

ANTOINE's Overt Acts with VICTIM 4

44. Between March 22, 2015, and August 16, 2015, **ANTOINE**, as “Nikki,” sent a series of messages via Facebook to VICTIM 4, which contained numerous false and fraudulent pretenses, representations, and promises as to the legitimacy of this pornographic enterprise and the prospect of payment to VICTIM 4.

45. On or about March 22, 2015, VICTIM 4 received an unsolicited Facebook friend request from **ANTOINE** posing as “Nikki.” On or about this same date, **ANTOINE**, as “Nikki,” sent a series of messages via Facebook to VICTIM 4 that there was a lot of money to be made by doing adult modeling for private websites. **ANTOINE** wrote that her boss is “Chris...he produces the modeling stuff i get paid for...if you’re ever looking for good money hit him up.” **ANTOINE** further wrote, “a BJ starts at like \$8k...a full shoot can be 10-15k...you ge paid for the audition too (sic).”

46. On or about April 23, 2015, **ANTOINE**, as “Nikki” sent a series of messages via Facebook to VICTIM 4, writing, “the shoots start around \$8k and go up from there...\$2k for the auction and \$8k for an oral shoot and \$12k+ for an intercourse (sic).”

47. On or about April 24, 2015, **ANTOINE**, as “Nikki” sent a series of messages via Facebook to VICTIM 4, writing “you’d make \$2k for the audition...blow job shots are around \$8k...if you do full sex they can be between \$10k-\$15k...you could have a jeep in like 2 months if you wanted...are you just going to do head again.” When VICTIM 4 asked **ANTOINE** where the pictures would end up, **ANTOINE** answered, “Overseas, Thailand, South Korea, Japan, Vietnam, Cambodia, Laos...they love american girls just like guys here love Asians.” **ANTOINE** further wrote, “i could set something up with Chris before he leaves for Nashville today (sic).”

48. On or about April 24, 2015, at **ANTOINE**'s direction, VICTIM 4 entered into a "Model Release and Grant of Rights" contract with **ANTOINE** (holding himself out as "Chris Campbell") which conveyed and contracted the use of her rights of publicity and likeness in exchange for the false and fraudulent pretenses, representations, and promises that the "base compensation" of \$8,000 and a "special compensation" of \$2,000 for "Audition" would be paid to VICTIM 4.

49. On or about April 24, 2015, **ANTOINE** produced and retained images and video recordings of his sexual activity with VICTIM 4.

50. Between April and July 2015, VICTIM 4 contacted **ANTOINE** numerous times to receive payment, which never occurred.

51. Beginning on or about late June of 2015, **ANTOINE** (as "Nikki") engaged in flirtatious communications with VICTIM 4's ex-boyfriend and informed him that VICTIM 4 and **ANTOINE** ("Mario") were now in a relationship.

52. On or about July 8, 2015, **ANTOINE**, as a newly-created Facebook alias "Dalton Wayne," sent a message via Facebook to VICTIM 4 writing "Hey, heard you're a pornstar and stripper. Are you working tonight?...[VICTIM 5] was saying you were. I was just wondering."

53. On or about August 5, 2015, **ANTOINE**, as "Dalton Wayne," sent a message via Facebook to VICTIM 4, writing "just FYI, someone is about to leak a bunch of naked pics of you and a bunch of other [VICTIM 4's employer] girls."

54. On or about August 16, 2015, **ANTOINE**, as "Dalton Wayne," sent a message via Facebook to VICTIM 4, which contained a nude image of VICTIM 4 with semen on her back. **ANTOINE** further wrote, "so how do you know Mario...Nikki said that I could get photos of you from him."

ANTOINE's Overt Acts with VICTIM 5

55. Between or about May 21, 2015, and October 30, 2015, **ANTOINE**, as both “Nikki” and “Mario Sixstring,” sent a series of messages via Facebook to VICTIM 5, which contained numerous false and fraudulent pretenses, representations, and promises as to the legitimacy of this pornographic enterprise and the prospect of payment to VICTIM 5.

56. On or about May 21, 2015, **ANTOINE**, as “Nikki,” sent a series of messages via Facebook to VICTIM 5, a resident of Kansas, inquiring whether VICTIM 5 was interested in modeling. **ANTOINE** sent messages to VICTIM 5, writing “I do some adult stuff on the side...pays amazing...it goes to countries where nobody here will ever know it exists or ever see it.”

57. On or about May 25, 2015, **ANTOINE**, as “Nikki,” sent a series of messages via Facebook to VICTIM 5, identifying the photographer as “Mario Sixstring...he just added you on Facebook.” Minutes later, **ANTOINE**, as “Mario Sixstring,” sent a series of messages via Facebook to VICTIM 5, writing “Hey Nicole said to message ya.”

58. On or about May 26, 2015, **ANTOINE**, as “Mario Sixstring,” sent a series of messages via Facebook to VICTIM 5, writing “I work with an Agency...you should fill out an app,” and directing her to a purported website for “Dash Agency.” **ANTOINE** sent additional messages, writing that “(Nikki) does those shoots, and they go overseas...so nobody here can see them...she makes a killer living at it...like \$140k a year...I mean, I dont judge, \$10k-15k for 25 mins of work...I’d do it if i was a girl haha.”

59. On or about May 26, 2015, **ANTOINE**, again as “Nikki,” reassured VICTIM 5 that “there is NO way anyone could find out.” When VICTIM 5 asked **ANTOINE** “How do you know?” **ANTOINE** responded, “because you have 5 friends who’ve done it...and over 58 girls

in KC from the last 3 years have done them...not ONE has ever been found out...EVER.” **ANTOINE** informed VICTIM 5 she could make “\$4k for handjob...\$8k for head...or \$12k and up for intercourse...you can make \$12k in 30 mins fucking.” **ANTOINE** reassures VICTIM 5 the hosting website is overseas and private and “there is ZERO chance anyone will ever find out...unless you tell them.” **ANTOINE** sent VICTIM 5 a picture of dollar bills valued in the thousands spread out over a car seat, writing “thats just what i keep in my safe at home ;)...i have about another \$55k in the bank,” and that she had made \$140,000 for ten photo shoots last year. **ANTOINE** asked VICTIM 5 “wanna see what I made last year?” and sent a picture of a forged IRS Form 1099-MISC purportedly issued by “Playboy Asia” to “Nikki” indicating that she had received \$142,093 in income. VICTIM 5 asked **ANTOINE**, “you have sex with the guy or producer for the audition?” and **ANTOINE** responds “yah.” VICTIM 5 provided **ANTOINE** with her full name, date of birth, and address in Kansas so he could prepare the contract in advance.

60. On or about May 26, 2015, VICTIM 5 traveled from Kansas to **ANTOINE**’s residence in Raymore, Missouri for the sexual activity.

61. On or about May 26, 2015, at **ANTOINE**’s direction, VICTIM 5 entered into a “Model Release and Grant of Rights” contract with **ANTOINE** (as “Chris Campbell”) which conveyed and contracted the use of her rights of publicity and likeness in exchange for the false and fraudulent pretenses, representations, and promises that the producer would pay to VICTIM 5 the “base compensation” of \$2,000 and an additional \$12,000 for upon the scheduling of the shoot. On or about this same date, at **ANTOINE**’s direction, VICTIM 5 signed a “Confidentiality Agreement” between her and “Playboy Asia.”

62. On or about May 26, 2015, **ANTOINE** produced and retained images and video recordings of his sexual activity with VICTIM 5.

63. On or about October 30, 2015, **ANTOINE**, as “Nikki,” sent a series of messages via Facebook to the then-boyfriend of VICTIM 5, who resided in Kansas. **ANTOINE** informed VICTIM 5’s boyfriend “she does porn” and suggesting that was how she was able to pay for her car.

64. On or about October 30, 2015, **ANTOINE**, as “Nikki,” sent images of VICTIM 5 engaged in sexual activity with **ANTOINE** to VICTIM 5’s boyfriend in Kansas. When VICTIM 5’s boyfriend responded to **ANTOINE** that “you are distributing unwanted pornographic material to me” and it “takes consent to send pictures like that,” **ANTOINE** replied, “lol, not when she signs a release, i could post them on the front page of the KC Star if i wanted.” **ANTOINE** further wrote, “All you’re gonna be known is as the dude who has a porn star girlfriend.”

ANTOINE’s Overt Acts with VICTIM 6

65. Between on or about June 15, 2015, and June 18, 2015, **ANTOINE**, as both “Nikki” and “Mario Sixstring,” sent a series of messages via Facebook to VICTIM 6, which contained numerous false and fraudulent pretenses, representations, and promises as to the legitimacy of this pornographic enterprise and the prospect of payment to VICTIM 6.

66. Beginning on or about June 15 2015, **ANTOINE**, as “Mario Sixstring,” sent a series of messages via Facebook to VICTIM 6, and persuaded her to contact “Nikki” via Facebook, writing that “shes gotten tons of my friends work.”

67. On or about June 15, 2015, **ANTOINE**, now as “Nikki,” sent a series of messages via Facebook to VICTIM 6, including images of VICTIM 1 performing oral sex on **ANTOINE**, but with **ANTOINE** (as “Nikki”) claiming to be the female depicted in the images.

68. On or about June 15, 2015, **ANTOINE**, as “Nikki,” sent a series of messages via Facebook to VICTIM 6, informing VICTIM 6 that “she” received “\$8k for a full blowjob

shoot...\$12k for sex,” and that an overseas website licenses the images to “parts of Japan, south Korea, china etc.”

69. On or about June 15, 2015, **ANTOINE**, as “Nikki,” sends to VICTIM 6 via Facebook messenger an image of a forged IRS Form 1099-MISC purportedly issued by “Playboy Asia” to “Nikki” demonstrating that she was paid \$142,093 “last year.” **ANTOINE** further wrote to VICTIM 6 that “Mario” would be the on-site photographer. VICTIM 6 asked “How soon do you get paid after,” and **ANTOINE** responds, “Next day usually.”

70. On or about June 15, 2015, **ANTOINE**, as “Mario Sixstring,” sent a series of messages via Facebook to VICTIM 6 reassuring her that “there is a huuuge confidentiality agreement and contract,” and VICTIM 6 invites **ANTOINE** to bring the proposed contract to her home in Kansas.

71. On or about June 18, 2015, VICTIM 6 traveled from Kansas to **ANTOINE**’s residence in Raymore, Missouri for the arranged photo and video shoot.

72. On or about June 18, 2015, **ANTOINE** provided to and made VICTIM 6 fill out and execute a “Record Keeping Compliance Form Pursuant to 18 U.S.C. 2257,” which VICTIM 6 filled out using her address in Kansas.

73. On or about June 18, 2015, at **ANTOINE**’s direction, VICTIM 6 entered into a “Model Release and Grant of Rights” which conveyed and contracted the use of her rights of publicity and likeness in exchange for the false and fraudulent pretenses, representations, and promises that the “base compensation” of \$2,000 for “oral audition” and a “special compensation” of \$8,000 for “additional productions” would be paid to VICTIM 6.

74. On or about June 18, 2015, **ANTOINE** produced and retained images and video recordings of his sexual activity with VICTIM 6.

D. Wire Communications

75. On or about each of the dates set forth below, in the Western District of Missouri and elsewhere, the defendant, **MARIO AMBROSE ANTOINE**, for the purpose of executing and attempting to execute the scheme and artifice to defraud, transmitted, or caused to transmit by means of wire, radio, or television communication in interstate or foreign commerce the following writings, signs, signals, pictures or sounds for the purpose of executing this scheme or artifice, each wire communication being a separate count of this Indictment:

<u>COUNT</u>	<u>DATE</u>	<u>WIRE COMMUNICATION</u>
1	December 8, 2014	ANTOINE's reservation of the Playboy-Asia.com website and associated casting@playboy-asia.com email account with GoDaddy.com, LLC
2	May 1, 2015	Email from ANTOINE (as "Reyna Dash") to VICTIM 1
3	March 11, 2015	Facebook messages from ANTOINE (as "Nikki") to VICTIM 2
4	March 11, 2015	Email from ANTOINE to VICTIM 2 containing pornographic images of VICTIM 1
5	May 17, 2015	Facebook messages from ANTOINE (as "Nikki") to VICTIM 2
6	June 23, 2015	Facebook messages from ANTOINE (as "Nikki") to VICTIM 2
7	June 24, 2015	Facebook messages from ANTOINE (as "Nikki") to VICTIM 2
8	October 5, 2014	Facebook messages from ANTOINE (as "Nikki") to VICTIM 3
9	May 21, 2015	Facebook messages from ANTOINE (as both "Mario Sixstring" and "Nikki") that they had a check for VICTIM 3
10	April 24, 2015	Facebook messages from ANTOINE (as "Nikki") to VICTIM 4
11	May 26, 2015	Facebook messages from ANTOINE (as both "Mario Sixstring" and "Nikki") to VICTIM 5
12	June 15, 2015	Facebook messages from ANTOINE (as "Nikki") to VICTIM 6

All in violation of Title 18, United States Code, Section 1343.

COUNT THIRTEEN
Cyberstalking

76. The Grand Jury re-alleges and incorporates by reference each and every allegation contained in Paragraphs 1 and 35 through 43 of this Indictment as if fully set forth in this Count.

77. Beginning on or about October 5, 2014, and through August 20, 2015, said dates being approximate, in the Western District of Missouri and elsewhere, the defendant, **MARIO**

AMBROSE ANTOINE, with the intent to injure, harass, intimidate, and cause substantial emotional distress to VICTIM 3, used any interactive computer service or communication service or electronic communication system of interstate commerce, or any other facility of interstate or foreign commerce, that is: electronic mail, Internet websites, and Facebook messages, to engage in a course of conduct that caused substantial emotional distress to VICTIM 3, all in violation of Title 18, United States Code, Section 2261A.

COUNT FOURTEEN
Cyberstalking

78. The Grand Jury re-alleges and incorporates by reference each and every allegation contained in Paragraphs 1, 62, and 63 of this Indictment as if fully set forth in this Count.

79. Beginning on or about June 1, 2015, and through October 30, 2015, said dates being approximate, in the Western District of Missouri and elsewhere, the defendant, **MARIO AMBROSE ANTOINE**, with the intent to injure, harass, intimidate, and cause substantial emotional distress to VICTIM 5, used any interactive computer service or communication service or electronic communication system of interstate commerce, or any other facility of interstate or foreign commerce, that is: electronic mail, Internet websites, and Facebook messages, to engage in a course of conduct that caused substantial emotional distress to VICTIM 5 and a spouse or intimate partner of VICTIM 5, all in violation of Title 18, United States Code, Section 2261A.

COUNT FIFTEEN
Online Enticement

80. The Grand Jury re-alleges and incorporates by reference each and every allegation contained in Paragraphs 1 and 55 through 59 of this Indictment as if fully set forth in this Count.

81. Between on or about May 21, 2015, and May 26, 2015, in the Western District of Missouri and elsewhere, the defendant, **MARIO AMBROSE ANTOINE**, using a facility and

means of interstate and foreign commerce, knowingly attempted to persuade, induce, entice, and coerce an individual, VICTIM 5, a resident of the state of Kansas, to travel in interstate or foreign commerce, to engage in prostitution or in any sexual activity for which any person can be charged with a criminal offense, that is, the following felonies proscribed by the State of Missouri, such as, but not limited to: rape in the second degree (MO. REV. STAT. § 566.031), sodomy in the second degree (MO. REV. STAT. § 566.061), and promoting obscenity (MO. REV. STAT. § 573.020(1)), all in violation of Title 18, United States Code, Section 2422(a).

COUNT SIXTEEN
Online Enticement

82. The Grand Jury re-alleges and incorporates by reference each and every allegation contained in Paragraphs 1 and 65 through 73 of this Indictment as if fully set forth in this Count.

83. Between on or about June 15 and June 18, 2015, in the Western District of Missouri and elsewhere, the defendant, **MARIO AMBROSE ANTOINE**, using a facility and means of interstate and foreign commerce, knowingly attempted to persuade, induce, entice, and coerce an individual, VICTIM 6, a resident of the state of Kansas, to travel in interstate or foreign commerce, to engage in prostitution or in any sexual activity for which any person can be charged with a criminal offense, that is, the following felonies proscribed by the State of Missouri, such as, but not limited to: rape in the second degree (MO. REV. STAT. § 566.031), sodomy in the second degree (MO. REV. STAT. § 566.061), and promoting obscenity (MO. REV. STAT. § 573.020(1)), all in violation of Title 18, United States Code, Section 2422(a).

COUNT SEVENTEEN
False Statement and Representation Made to a Department of the United States

84. The Grand Jury re-alleges and incorporates by reference each and every allegation contained in Paragraph 1 of this Indictment as if fully set forth in this Count.

85. On or about April 1, 2016, in the Western District of Missouri and elsewhere, the defendant, **MARIO AMBROSE ANTOINE**, did willfully and knowingly make a materially false, fictitious, and fraudulent statement and representation in a matter within the jurisdiction of the executive branch of the Government of the United States, by denying that he promised money and offered payment to these victims, and these materially false, fictitious, and fraudulent statements and representations were made to a special agent with the Federal Bureau of Investigation in Kansas City, Missouri, which is within the Western District of Missouri. The statements and representations were false because, as **ANTOINE** then and there knew, that he had, in fact, promised money and offered payment to these victims, all in violation of Title 18, United States Code, Section 1001(a)(2).

COUNT EIGHTEEN

False Statement and Representation Made to a Department of the United States

86. The Grand Jury re-alleges and incorporates by reference each and every allegation contained in Paragraph 1 of this Indictment as if fully set forth in this Count.

87. On or about April 1, 2016, in the Western District of Missouri and elsewhere, the defendant, **MARIO AMBROSE ANTOINE**, did willfully and knowingly make a materially false, fictitious, and fraudulent statement and representation in a matter within the jurisdiction of the executive branch of the Government of the United States, by denying that he created or used the alias of “Nikki” in his communications with these victims, and this materially false, fictitious, and fraudulent statement and representation was made to a special agent with the Federal Bureau of Investigation in Kansas City, Missouri, which is within the Western District of Missouri. The statement and representation was false because, as **ANTOINE** then and there knew, that he had, in fact, created and used the alias of “Nikki” in his communications with these victims, all in violation of Title 18, United States Code, Section 1001(a)(2).

COUNT NINETEEN
Obstruction of Due Administration of Justice

88. The Grand Jury re-alleges and incorporates by reference each and every allegation contained in Paragraphs 1, 85, and 87 of this Indictment as if fully set forth in this Count.

89. Between on or about September 10, 2016, and October 7, 2016, in the Western District of Missouri and elsewhere, the defendant, **MARIO AMBROSE ANTOINE**, did corruptly influence, obstruct and impede or endeavor to influence, obstruct, and impede the due administration of justice regarding a federal Grand Jury in the Western District of Missouri, by making false material statements to federal and state agents investigating his crimes that the Federal Bureau of Investigation was no longer pursuing this investigation, and that his attorney had cast doubt on the procedural sufficiency of the search warrants, when in fact the Federal Bureau of Investigation was continuing its investigation and said attorney had not been consulting with **ANTOINE**, in violation of Title 18, United States Code, Section 1503.

COUNT TWENTY
Extortion

90. The Grand Jury re-alleges and incorporates by reference each and every allegation contained in Paragraphs 1 and 14 through 23 of this Indictment as if fully set forth in this Count.

91. Between on or about March 1, 2015, and on or about April 7, 2015, said dates being approximate, in the Western District of Missouri and elsewhere, **MARIO AMBROSE ANTOINE**, defendant herein, knowingly and with intent to extort a thing of value from VICTIM 1, did transmit in interstate and foreign commerce a communication containing a threat to injure the property and reputation of VICTIM 1, all in violation of Title 18, United States Code, Section 875(d).

COUNT TWENTY-ONE
False Registration of a Domain Name

92. The Grand Jury re-alleges and incorporates by reference each and every allegation contained in Paragraphs 1 through 12, 28, 30, 31, 37, 59, 61, 69, and 75 of this Indictment as if fully set forth in this Count.

93. Between on or about December 8, 2014, and on or about the date of this Indictment, said dates being approximate, in the Western District of Missouri and elsewhere, **MARIO AMBROSE ANTOINE**, defendant herein, did knowingly and intentionally falsely register and caused to be registered the playboy-asia.com website domain name, and used a service to obscure the registration of this website from public viewing, and knowingly and intentionally used this domain name and an email account he created with this domain name in the course of the commission of the felony offenses alleged in this Indictment, all in violation of Title 18, United States Code, Section 3559(g)(1).

A TRUE BILL.

_____/s/ Megan M. DeLeo_____
FOREPERSON OF THE GRAND JURY

_____/s/ Patrick D. Daly_____
Patrick D. Daly
Assistant United States Attorney

Dated: ____10/12/16_____
Kansas City, Missouri