

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

THE PEOPLE OF THE STATE OF NEW YORK

-against-

STEPHEN K. BANNON,  
WEBUILDTHEWALL, INC.

Defendants.

THE GRAND JURY OF THE COUNTY OF NEW YORK, by this indictment, accuses Stephen K. Bannon and WeBuildTheWall, Inc., of the crime of **MONEY LAUNDERING IN THE SECOND DEGREE**, in violation of Penal Law § 470.15(1)(b)(i)(A), committed as follows:

The defendants, in the County of New York and elsewhere during the period from on or about February 4, 2019, to on or about October 10, 2019, knowing that the property involved in one and more financial transactions, to wit, money donated to WeBuildTheWall, Inc. through a crowdfunding website, represented the proceeds of a Scheme to Defraud in the First Degree, conducted one and more such financial transactions, which in fact involved the proceeds of Scheme to Defraud in the First Degree, with intent to promote the carrying on of specified criminal conduct, to wit: Scheme to Defraud in the First Degree, and the total value of the property involved in such financial transaction and transactions exceeded one hundred thousand dollars.

SECOND COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Stephen K. Bannon and WeBuildTheWall, Inc., of the crime of **MONEY LAUNDERING IN THE SECOND DEGREE**, in violation of Penal Law § 470.15(1)(b)(ii)(A), committed as follows:

The defendants, in the County of New York and elsewhere, during the period from on or about

February 4, 2019, to on or about October 10, 2019, knowing that the property involved in one and more financial transactions, to wit, money donated to WeBuildTheWall, Inc. through a crowdfunding website, represented the proceeds of a Scheme to Defraud in the First Degree, conducted one and more such financial transactions, which in fact involved the proceeds of Scheme to Defraud in the First Degree, knowing that the transaction and transactions in whole and in part were designed to conceal and disguise the nature, the location, the source, the ownership and the control of the property, and the total value of the property involved in such financial transaction and transactions exceeded one hundred thousand dollars.

THIRD COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, accuses the defendants Stephen K. Bannon and WeBuildTheWall, Inc. of the crime of **CONSPIRACY IN THE FOURTH DEGREE**, in violation of Penal Law §105.10(1), committed as follows:

The defendants, in the County of New York and elsewhere, during the period from on or about January 11, 2019, to on or about October 10, 2019, with intent that conduct constituting a class C felony, to wit, Money Laundering in the Second Degree, Penal Law § 470.15(1)(b)(i)(A), be performed, agreed with one and more persons to engage in and cause the performance of such conduct.

## BACKGROUND

During the period of this conspiracy, an individual known to the Grand Jury (“Unindicted Co-Conspirator 1”) was the President and Chief Executive Officer of WeBuildTheWall, Inc., a 501(c)(4) non-profit with a goal of building a wall on the border between the United States and Mexico. During the period of the conspiracy, WeBuildTheWall, Inc., through Unindicted Co-Conspirator 1 and others, engaged in a Scheme to Defraud in that, WeBuildTheWall, Inc., primarily through Unindicted Co-Conspirator 1, solicited donations and raised money from donors throughout the United States, including several hundred from New York County, based on the false representation that none of the money donated to WeBuildTheWall, Inc. would be used to pay Unindicted Co-Conspirator 1’s salary. Stephen K. Bannon (“Bannon”) was the Chairman of the Advisory Board for WeBuildTheWall, Inc., as well as the President of a different non-profit entity known to the Grand Jury (“Unindicted Co-Conspirator Entity 1”). Unindicted Co-Conspirator Entity 1 was a 501(c)(4) non-profit with the goal of promoting economic nationalism. The object of the conspiracy was to obscure the fact that, contrary to WeBuildTheWall, Inc.’s representations about Unindicted Co-Conspirator 1 not taking a salary, Unindicted Co-Conspirator 1 was in fact receiving hundreds of thousands of dollars in compensation from WeBuildTheWall, Inc. In order to obscure Unindicted Co-Conspirator 1’s salary, and with the intent to promote the carrying on of specified criminal conduct, to wit, the Scheme to Defraud, the defendants, and others, caused WeBuildTheWall, Inc. to transfer hundreds of thousands of dollars in proceeds of the Scheme to Defraud, to various third party entities, which then transferred a portion of the money received to Unindicted Co-Conspirator 1.

## OPERATION OF THE SCHEME

Throughout the period of this conspiracy, WeBuildtheWall, Inc. solicited donations through a crowdfunding website known to the Grand Jury (“the Crowdfunding Website”). WeBuildtheWall, Inc. solicited donations through the Crowdfunding Website in messages published on the Crowdfunding Website, as well as in media appearances by Unindicted Co-Conspirator 1, Bannon, and others, as well as in emails to potential donors, updates to WeBuildTheWall, Inc.’s own website, and on social media. Starting on January 11, 2019, a key part of these solicitations was the promise that Unindicted Co-Conspirator 1 would “personally not take a penny of compensation from these donations.” Donors, including hundreds from New York County, responded to these solicitations by donating to WeBuildTheWall, Inc., which obtained more than fifteen million dollars in proceeds.

The promise that Unindicted Co-Conspirator 1 would not be taking compensation was a material part of WeBuildTheWall, Inc.’s fundraising effort. In text messages exchanged on or about December 30, 2018, between Bannon and a high-level WeBuildTheWall, Inc. affiliate and unindicted co-conspirator known to the Grand Jury (“Unindicted Co-Conspirator 2”), Unindicted Co-Conspirator 2 stated that if Unindicted Co-Conspirator 1 were to promise that he would not take a salary that it would be “the most talked about media narrative ever!” In text messages exchanged on or about January 11, 2019, Unindicted Co-Conspirator 2 stated to Bannon that this promise “removes all self interest taint on this” and it “gives [Unindicted Co-Conspirator 1] saint hood.”

In reality, the promise that Unindicted Co-Conspirator 1 would not be taking compensation was false. On January 11, 2019, the same date that Unindicted Co-Conspirator 1 began publicly representing that he would be taking no compensation, he stated in a text message to Unindicted Co-Conspirator 2 “Keep my pay confidential between only need to know.” WeBuildTheWall, Inc., acting in concert with Bannon, Unindicted Co-Conspirator 2, and others, was in fact paying Unindicted Co-Conspirator 1 hundreds of thousands of dollars in compensation from money obtained through the Crowdfunding Website throughout 2019. In text messages sent on or about February 19, 2019, Unindicted Co-Conspirator 1 stated to Unindicted Co-Conspirator 2 that his salary “was \$100k upfront then 20 [per] month.” During the course of this conspiracy, Unindicted Co-Conspirator 1 received over two hundred and fifty thousand dollars in secret salary payments from WeBuildTheWall, Inc., despite the representations made in WeBuildTheWall, Inc.’s fundraising solicitations that he was not taking a single penny.

#### THE CONSPIRACY TO COMMIT MONEY LAUNDERING

The object of the conspiracy was to promote WeBuildTheWall, Inc.’s fraudulent efforts to raise money through donations by obscuring the fact that, contrary to WeBuildTheWall, Inc.’s representations about Unindicted Co-Conspirator 1 not taking a salary, Unindicted Co-Conspirator 1 was in fact receiving hundreds of thousands of dollars in compensation from WeBuildTheWall, Inc. In order to obscure Unindicted Co-Conspirator 1’s salary, and with intent to promote the carrying on of the Scheme to Defraud, the defendants WeBuildTheWall, Inc. and Bannon, and others, caused WeBuildTheWall, Inc. to transfer hundreds of thousands of dollars to various third-party entities, including entities controlled by Bannon and others, which would then transfer a portion of the money received to Unindicted Co-Conspirator 1.

One such intermediary was Unindicted Co-Conspirator Entity 1, which was a non-profit controlled by Bannon. WeBuildTheWall, Inc., Unindicted Co-Conspirator 1, Bannon, and others, in furtherance of the conspiracy, agreed to use Unindicted Co-Conspirator Entity 1 to accept money from WeBuildTheWall, Inc., and to use a portion of that money to pay Unindicted Co-Conspirator 1. On or about January 11, 2019, Bannon was informed in a text message from Unindicted Co-Conspirator 2 that Unindicted Co-Conspirator 1 would be stating publicly that he would not be taking a penny from the donations. Bannon responded “[Unindicted Co-Conspirator Entity 1] can pay him.” On or about January 15, 2019, Bannon wrote in a text message to Unindicted Co-Conspirator 2 that there would be “[n]o deals I don’t approve; and I pay [Unindicted Co-Conspirator 1] so what’s to worry.” On or about January 18, Bannon wrote an email to Unindicted Co-Conspirator 2 clarifying that “You want \$100k to [Unindicted Co-Conspirator 1.]”

Unindicted Co-Conspirator Entity 1 was not using its own money to pay Unindicted Co-Conspirator 1; instead, Unindicted Co-Conspirator Entity 1 paid Unindicted Co-Conspirator 1 using money that it received from WeBuildTheWall, Inc. In text messages exchanged on or about January 20, 2019, Bannon asked Unindicted Co-Conspirator 2 “How is [Unindicted Co-Conspirator Entity 1] going to get reimbursed ???” and Unindicted Co-Conspirator 2 responded “[Unindicted Co-Conspirator Entity 1] gets reimbursed.” In text messages exchanged on or about January 29, 2019, Bannon told Unindicted Co-Conspirator 2 “we need wire of cash to [Unindicted Co-Conspirator Entity 1],” and Unindicted Co-Conspirator 2 responded “K.” Less than a week later, WeBuildTheWall, Inc. wired \$250,000 to Unindicted Co-Conspirator Entity 1. Following that, Bannon, Unindicted Co-Conspirator 1, Unindicted Co-Conspirator 2, and others caused Unindicted Co-Conspirator Entity 1 to wire \$100,000 of those funds to Unindicted Co-Conspirator 1, the “upfront” payment for Unindicted Co-Conspirator 1’s confidential compensation agreement. In total, during the course of this conspiracy, Bannon, Unindicted Co-Conspirator 1, Unindicted Co-Conspirator 2 and others directed Unindicted Co-Conspirator Entity 1 to send at least \$140,000 of funds it received from WeBuildTheWall, Inc. to Unindicted Co-Conspirator 1.

## OVERT ACTS

In the course of and in furtherance of the conspiracy, the conspirators committed and caused to be committed the following overt acts, among others:

1. On or about January 11, 2019, WeBuildTheWall, Inc. transmitted a copy of its Amended and Restated Bylaws—which stated that Unindicted Co-Conspirator 1 would not take any salary for the performance of his duties as President—to the Crowdfunding Website in an effort to convince the Crowdfunding Website to release the money it had collected to WeBuildTheWall, Inc.;
2. On or about January 11, 2019, WeBuildTheWall, Inc. published an update to its Crowdfunding Website page—which caused an update message to be emailed to donors, including donors located in the County and State of New York—which included the statement that Unindicted Co-Conspirator 1 “will personally not take a penny of compensation from these donations;”
3. On or about January 11, 2019, Unindicted Co-Conspirator 1 made a media appearance on behalf of WeBuildTheWall, Inc., on a program known to the Grand Jury in which he stated “This whole project, I won’t take a penny from these donations, not a penny. I won’t get paid from this corporation. Nothing.” and “All the [Crowdfunding Website] funds, not a penny of that goes towards me and I will not touch a penny of it;”
4. On or about January 11, 2019, in response to an email sent to Unindicted Co-Conspirator 1 by a potential donor known to the Grand Jury asking “where will this money go? Who will manage it?” Unindicted Co-Conspirator 1 responded “I have no salary or compensation for my work and it’s laid it [sic] in our bylaws. 100% of the funds go only to the border wall construction and our audit committee will oversight the entire thing;”
5. On or about January 12, 2019, WeBuildTheWall, Inc. published an update to its Crowdfunding Website page—which caused an update message to be emailed to donors, including donors located in the County and State of New York—which included the statement that Unindicted Co-Conspirator 1

“WILL NOT TAKE A PENNY IN SALARY OR COMPENSATION FOR [UNINDICTED CO-CONSPIRATOR 1’S] WORK;”

6. On or about January 13, 2019, WeBuildTheWall, Inc. posted to a public website known to the Grand Jury a video in which Unindicted Co-Conspirator 1 stated “everyone who donates right now, your money goes towards this wall. 100% of your money goes towards the wall. It’s not going to line someone’s pocket. I’m taking zero dollars of a salary, no compensation. It’s going towards the wall;”
7. On or about January 13, 2019, Unindicted Co-Conspirator 1 posted a message on behalf of WeBuildTheWall, Inc. to a social media platform known to the Grand Jury in which he stated “100% of the [Crowdfunding Website] funds go only to wall construction. 100% means 100% its [sic] an absolute value;”
8. On or about January 13, 2019, Unindicted Co-Conspirator 1, on behalf of WeBuildTheWall, Inc., posted a message to a social media platform known to the Grand Jury in which he stated “I thought it was pretty clear. I made a promise that I would NEVER take a penny 100% of fundraising through [the Crowdfunding Website] donations will only go towards the wall, 100% means 100% right? Board won’t see any of that money! Donations will be accountable by an audit committee as well;”
9. On or about January 19, 2019, WeBuildTheWall, Inc. published an update to the “frequently asked questions” page of its website in which it stated “How much is [Unindicted Co-Conspirator 1] getting paid? In accordance with [Unindicted Co-Conspirator 1’s] personal pledge and the Bylaws of WeBuildTheWall, Inc., [Unindicted Co-Conspirator 1] will not profit even a single penny from We Build the Wall, Inc;”
10. On or about January 21, 2019, Unindicted Co-Conspirator 1 posted a message on a social media platform known to the Grand Jury in which he stated “While I work on this wall project remember I’m taking no salary and no compensation. Please support [sic] my coffee company;”
11. On or about February 4, 2019, Bannon caused WeBuildTheWall, Inc. to transfer \$250,000 to Unindicted Co-Conspirator Entity 1.

12. On or about February 11, 2019, Bannon caused Unindicted Co-Conspirator Entity 1 to transfer \$100,000 to Unindicted Co-Conspirator 1.
13. On or about February 12, 2019, Bannon made a statement to a media outlet known to the Grand Jury that “I did this [work on behalf of WeBuildTheWall, Inc.] kind of as a volunteer;”
14. On or about March 7, 2019, Bannon caused Unindicted Co-Conspirator Entity 1 to transfer \$20,000 to Unindicted Co-Conspirator 1;
15. On or about April 22, 2019, Bannon caused Unindicted Co-Conspirator Entity 1 to transfer \$20,000 to Unindicted Co-Conspirator 1;
16. On or about April 22, 2019, WeBuildTheWall, Inc. transferred \$50,000 to a for-profit Entity known to the Grand Jury (“Unindicted Co-Conspirator Entity 2”);
17. On or about April 26, 2019, Unindicted Co-Conspirator Entity 2 transferred \$25,000 to a for-profit entity known to the Grand Jury which was controlled by Unindicted Co-Conspirator 1 (“Entity 1”).
18. On or about May 1, 2019, Entity 1 transferred \$20,000 to pay off a balance on a credit card that belonged to Unindicted Co-Conspirator 1;
19. On or about May 21, 2019, WeBuildTheWall, Inc. transferred \$30,000 to Unindicted Co-Conspirator Entity 2.
20. On or about June 5, 2019, Unindicted Co-Conspirator Entity 2 transferred \$20,000 to Entity 1.
21. On or about June 6, 2019, Entity 1 transferred \$20,000 to Unindicted Co-Conspirator 1.
22. On or about June 24, 2019, at a fundraising event for WeBuildTheWall, Inc., Bannon stated “remember, all the money you give goes to building the wall;”
23. On or about July 3, 2019, WeBuildTheWall, Inc. transferred \$48,762 to Unindicted Co-Conspirator Entity 2.
24. On or about July 15, 2019, Unindicted Co-Conspirator Entity 2 transferred \$20,000 to Entity 1.
25. On or about July 17, 2019, Entity 1 transferred \$20,000 to Unindicted Co-Conspirator 1.

26. On or about July 1, 2019, WeBuildTheWall, Inc. transferred \$50,000 to an account controlled by an associate of Unindicted Co-Conspirator 2 (“Unindicted Co-Conspirator 3”).
27. On or about July 23, 2019, the account controlled by Unindicted Co-Conspirator 3 transferred \$20,000 to Unindicted Co-Conspirator 1.
28. On or about August 22, 2019, WeBuildTheWall, Inc. transferred \$66,760.62 to Unindicted Co-Conspirator Entity 2.
29. On or about September 13, 2019, Unindicted Co-Conspirator Entity 2 transferred \$20,000 to Entity 1.
30. On or about September 17, 2019, Entity 1 transferred \$20,000 to Unindicted Co-Conspirator 1.
31. On or about September 25, 2019, WeBuildTheWall, Inc. transferred \$46,725.33 to Unindicted Co-Conspirator Entity 2.
32. On or about October 10, 2019, Unindicted Co-Conspirator Entity 2 transferred \$23,800 to Unindicted Co-Conspirator 1.

FOURTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, accuses the defendants Stephen K. Bannon and WeBuildTheWall, Inc. of the crime of **CONSPIRACY IN THE FOURTH DEGREE**, in violation of Penal Law §105.10(1), committed as follows:

The defendants, in the County of New York and elsewhere, during the period from on or about January 11, 2019, to on or about October 10, 2019, with intent that conduct constituting a class C felony, to wit, Money Laundering in the Second Degree, Penal Law § 470.15(1)(b)(ii)(A), be performed, agreed with one and more persons to engage in and cause the performance of such conduct.

## OBJECT OF THE CONSPIRACY

The object of the conspiracy was to obscure the fact that, contrary to WeBuildTheWall, Inc.'s representations about its President and CEO ("Unindicted Co-Conspirator 1") not taking a salary, Unindicted Co-Conspirator 1 was in fact receiving hundreds of thousands of dollars in compensation from WeBuildTheWall, Inc., a 501(c)(4) non-profit. During the period of the conspiracy, WeBuildTheWall, Inc., through Bannon, Unindicted Co-Conspirator 1, and others, engaged in a Scheme to Defraud in that it solicited donations through a crowdfunding website known to the Grand Jury ("the Crowdfunding Website") and did in fact raise money from donors throughout the United States, including several hundred from New York County, based on false representations regarding Unindicated Co-Conspirator 1's compensation. In order to obscure Unindicted Co-Conspirator 1's secret salary, and knowing that the transactions were designed to conceal and disguise the nature, the location, the source, the ownership and the control of the property, the defendants and others, including a high-level WeBuildTheWall, Inc. affiliate and unindicted co-conspirator known to the Grand Jury ("Unindicted Co-Conspirator 2"), caused WeBuildTheWall, Inc. to transfer hundreds of thousands of dollars which constituted proceeds of specified criminal conduct, to wit, Scheme to Defraud, to various third party entities, including a non-profit entity known to the Grand Jury and controlled by Bannon ("Unindicted Co-Conspirator Entity 1"), which then transferred a portion of the money it received to Unindicted Co-Conspirator 1.

## OVERT ACTS

In the course of and in furtherance of the conspiracy, the conspirators committed and caused to be committed the following overt acts, among others:

1. On or about January 11, 2019, WeBuildTheWall, Inc. transmitted a copy of its Amended and Restated Bylaws—which stated that Unindicted Co-Conspirator 1 would not take any salary for the performance of his duties as President—to the Crowdfunding Website in an effort to convince the Crowdfunding Website to release the money it had collected to WeBuildTheWall, Inc.;

2. On or about January 11, 2019, WeBuildTheWall, Inc. published an update to its Crowdfunding Website page—which caused an update message to be emailed to donors, including donors located in the County and State of New York—which included the statement that Unindicted Co-Conspirator 1 “will personally not take a penny of compensation from these donations;”
3. On or about January 11, 2019, Unindicted Co-Conspirator 1 made a media appearance on behalf of WeBuildTheWall, Inc., on a program known to the Grand Jury in which he stated “This whole project, I won’t take a penny from these donations, not a penny. I won’t get paid from this corporation. Nothing.” and “All the [Crowdfunding Website] funds, not a penny of that goes towards me and I will not touch a penny of it;”
4. On or about January 11, 2019, in response to an email sent to Unindicted Co-Conspirator 1 by a potential donor known to the Grand Jury asking “where will this money go? Who will manage it?” Unindicted Co-Conspirator 1 responded “I have no salary or compensation for my work and it’s laid it [sic] in our bylaws. 100% of the funds go only to the border wall construction and our audit committee will oversight the entire thing;”
5. On or about January 12, 2019, WeBuildTheWall, Inc. published an update to its Crowdfunding Website page—which caused an update message to be emailed to donors, including donors located in the County and State of New York—which included the statement that Unindicted Co-Conspirator 1 “WILL NOT TAKE A PENNY IN SALARY OR COMPENSATION FOR [UNINDICTED CO-CONSPIRATOR 1’S] WORK;”
6. On or about January 13, 2019, WeBuildTheWall, Inc. posted to a public website known to the Grand Jury a video in which Unindicted Co-Conspirator 1 stated “everyone who donates right now, your money goes towards this wall. 100% of your money goes towards the wall. It’s not going to line someone’s pocket. I’m taking zero dollars of a salary, no compensation. It’s going towards the wall;”
7. On or about January 13, 2019, Unindicted Co-Conspirator 1 posted a message on behalf of WeBuildTheWall, Inc. to a social media platform known to the Grand Jury in which he stated “100%

of the [Crowdfunding Website] funds go only to wall construction. 100% means 100% its [sic] an absolute value;”

8. On or about January 13, 2019, Unindicted Co-Conspirator 1, on behalf of WeBuildTheWall, Inc., posted a message to a social media platform known to the Grand Jury in which he stated “I thought it was pretty clear. I made a promise that I would NEVER take a penny 100% of fundraising through [the Crowdfunding Website] donations will only go towards the wall, 100% means 100% right? Board won’t see any of that money! Donations will be accountable by an audit committee as well;”
9. On or about January 19, 2019, WeBuildTheWall, Inc. published an update to the “frequently asked questions” page of its website in which it stated “How much is [Unindicted Co-Conspirator 1] getting paid? In accordance with [Unindicted Co-Conspirator 1’s] personal pledge and the Bylaws of WeBuildTheWall, Inc., [Unindicted Co-Conspirator 1] will not profit even a single penny from We Build the Wall, Inc;”
10. On or about January 21, 2019, Unindicted Co-Conspirator 1 posted a message on a social media platform known to the Grand Jury in which he stated “While I work on this wall project remember I’m taking no salary and no compensation. Please support [sic] my coffee company;”
11. On or about February 4, 2019, Bannon caused WeBuildTheWall, Inc. to transfer \$250,000 to Unindicted Co-Conspirator Entity 1.
12. On or about February 11, 2019, Bannon caused Unindicted Co-Conspirator Entity 1 to transfer \$100,000 to Unindicted Co-Conspirator 1.
13. On or about February 12, 2019, Bannon made a statement to a media outlet known to the Grand Jury that “I did this [work on behalf of WeBuildTheWall, Inc.] kind of as a volunteer;”
14. On or about March 7, 2019, Bannon caused Unindicted Co-Conspirator Entity 1 to transfer \$20,000 to Unindicted Co-Conspirator 1;
15. On or about April 22, 2019, Bannon caused Unindicted Co-Conspirator Entity 1 to transfer \$20,000 to Unindicted Co-Conspirator 1;

16. On or about April 22, 2019, WeBuildTheWall, Inc. transferred \$50,000 to a for-profit Entity known to the Grand Jury (“Unindicted Co-Conspirator Entity 2”);
17. On or about April 26, 2019, Unindicted Co-Conspirator Entity 2 transferred \$25,000 to a for-profit Entity known to the Grand Jury which was controlled by Unindicted Co-Conspirator 1 (“Entity 1”).
18. On or about May 1, 2019, Entity 1 transferred \$20,000 to pay off a balance on a credit card that belonged to Unindicted Co-Conspirator 1;
19. On or about May 21, 2019, WeBuildTheWall, Inc. transferred \$30,000 to Unindicted Co-Conspirator Entity 2.
20. On or about June 5, 2019, Unindicted Co-Conspirator Entity 2 transferred \$20,000 to Entity 1.
21. On or about June 6, 2019, Entity 1 transferred \$20,000 to Unindicted Co-Conspirator 1.
22. On or about June 24, 2019, at a fundraising event for WeBuildTheWall, Inc., Bannon stated “remember, all the money you give goes to building the wall;”
23. On or about July 3, 2019, WeBuildTheWall, Inc. transferred \$48,762 to Unindicted Co-Conspirator Entity 2.
24. On or about July 15, 2019, Unindicted Co-Conspirator Entity 2 transferred \$20,000 to Entity 1.
25. On or about July 17, 2019, Entity 1 transferred \$20,000 to Unindicted Co-Conspirator 1.
26. On or about July 1, 2019, WeBuildTheWall, Inc. transferred \$50,000 to an account controlled by an associate of Unindicted Co-Conspirator 2 (“Unindicted Co-Conspirator 3”).
27. On or about July 23, 2019, the account controlled by Unindicted Co-Conspirator 3 transferred \$20,000 to Unindicted Co-Conspirator 1.
28. On or about August 22, 2019, WeBuildTheWall, Inc. transferred \$66,760.62 to Unindicted Co-Conspirator Entity 2.
29. On or about September 13, 2019, Unindicted Co-Conspirator Entity 2 transferred \$20,000 to Entity 1.
30. On or about September 17, 2019, Entity 1 transferred \$20,000 to Unindicted Co-Conspirator 1.

31. On or about September 25, 2019, WeBuildTheWall, Inc. transferred \$46,725.33 to Unindicted Co-Conspirator Entity 2.
32. On or about October 10, 2019, Unindicted Co-Conspirator Entity 2 transferred \$23,800 to Unindicted Co-Conspirator 1.

FIFTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Stephen K. Bannon and WeBuildTheWall, Inc. of the crime of **SCHEME TO DEFRAUD IN THE FIRST DEGREE**, in violation of Penal Law § 190.65(1)(a), committed as follows:

The defendants, in the County of New York and elsewhere, during the period from on or about January 11, 2019, to on or about December 31, 2019, engaged in a scheme constituting an systematic ongoing course of conduct with intent to defraud ten and more persons and to obtain property from ten and more persons by false and fraudulent pretenses, representations, and promises, and so obtained property from one and more of such persons.

SIXTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses the defendants Stephen K. Bannon and WeBuildTheWall, Inc. of the crime of **CONSPIRACY IN THE FIFTH DEGREE**, in violation of Penal Law §105.05(1), committed as follows:

The defendants, in the County of New York and elsewhere, during the period from on or about January 11, 2019, to on or about December 31, 2019, with intent that conduct constituting a felony, to wit, Scheme to Defraud in the First Degree, Penal Law § 190.65(1)(a), be performed, agreed with one and more persons to engage in and cause the performance of such conduct.

## THE SCHEME TO DEFRAUD

Throughout the period of this conspiracy, WeBuildtheWall, Inc. solicited donations through a crowdfunding website known to the Grand Jury (“the Crowdfunding Website”), in messages published on the Crowdfunding Website, as well as in media appearances by an individual known to the Grand Jury who served as President and Chief Executive Officer of WeBuildTheWall, Inc. (“Unindicted Co-Conspirator 1”), Bannon, and others, as well as in emails to potential donors, updates to We Build the Wall’s own website, and on social media. Starting on January 11, 2019, a key part of these solicitations was the promise that Unindicted Co-Conspirator 1 would “personally not take a penny of compensation from these donations.” Donors, including hundreds from New York County, responded to these solicitations by donating to WeBuildTheWall, Inc., which obtained more than fifteen million dollars in proceeds.

The promise that Unindicted Co-Conspirator 1 would not be taking compensation was a material part of WeBuildTheWall, Inc.’s fundraising effort. In text messages exchanged on or about December 30, 2018, between Bannon and a high-level WeBuildTheWall, Inc. affiliate and unindicted co-conspirator known to the Grand Jury (“Unindicted Co-Conspirator 2”), Unindicted Co-Conspirator 2 stated that if Unindicted Co-Conspirator 1 were to promise that he would not take a salary that it would be “the most talked about media narrative ever!” In text messages exchanged on or about January 11, 2019, Unindicted Co-Conspirator 2 stated to Bannon that this promise “removes all self interest taint on this” and it “gives [Unindicted Co-Conspirator 1] saint hood.”

However, contrary to WeBuildTheWall, Inc.’s repeated representations that Unindicted Co-Conspirator 1 would not receive compensation, Unindicted Co-Conspirator 1 in fact received over two-hundred and fifty thousand dollars in payments from funds that had been donated to WeBuildTheWall, Inc. through the Crowdfunding Website.

## OVERT ACTS

In the course of and in furtherance of the conspiracy, the conspirators committed and caused to be committed the following overt acts, among others:

1. On or about January 11, 2019, WeBuildTheWall, Inc. transmitted a copy of its Amended and Restated Bylaws—which stated that Unindicted Co-Conspirator 1 would not take any salary for the performance of his duties as President—to the Crowdfunding Website in an effort to convince the Crowdfunding Website to release the money it had collected to WeBuildTheWall, Inc.;
2. On or about January 11, 2019, WeBuildTheWall, Inc. published an update to its Crowdfunding Website page—which caused an update message to be emailed to donors, including donors located in the County and State of New York—which included the statement that Unindicted Co-Conspirator 1 “will personally not take a penny of compensation from these donations;”
3. On or about January 11, 2019, Unindicted Co-Conspirator 1 made a media appearance on behalf of WeBuildTheWall, Inc., on a program known to the Grand Jury in which he stated “This whole project, I won’t take a penny from these donations, not a penny. I won’t get paid from this corporation. Nothing.” and “All the [Crowdfunding Website] funds, not a penny of that goes towards me and I will not touch a penny of it;”
4. On or about January 11, 2019, in response to an email sent to Unindicted Co-Conspirator 1 by a potential donor known to the Grand Jury asking “where will this money go? Who will manage it?” Unindicted Co-Conspirator 1 responded “I have no salary or compensation for my work and it’s laid it [sic] in our bylaws. 100% of the funds go only to the border wall construction and our audit committee will oversight the entire thing;”
5. On or about January 12, 2019, WeBuildTheWall, Inc. published an update to its Crowdfunding Website page—which caused an update message to be emailed to donors, including donors located in the County and State of New York—which included the statement that Unindicted Co-Conspirator 1

“WILL NOT TAKE A PENNY IN SALARY OR COMPENSATION FOR [UNINDICTED CO-CONSPIRATOR 1’S] WORK;”

6. On or about January 13, 2019, WeBuildTheWall, Inc. posted to a public website known to the Grand Jury a video in which Unindicted Co-Conspirator 1 stated “everyone who donates right now, your money goes towards this wall. 100% of your money goes towards the wall. It’s not going to line someone’s pocket. I’m taking zero dollars of a salary, no compensation. It’s going towards the wall;”
7. On or about January 13, 2019, Unindicted Co-Conspirator 1, on behalf of WeBuildTheWall, Inc., posted a message to a social media platform known to the Grand Jury in which he stated “100% of the [Crowdfunding Website] funds go only to wall construction. 100% means 100% its [sic] an absolute value;”
8. On or about January 13, 2019, Unindicted Co-Conspirator 1, on behalf of WeBuildTheWall, Inc., posted a message to a social media platform known to the Grand Jury in which he stated “I thought it was pretty clear. I made a promise that I would NEVER take a penny 100% of fundraising through [the Crowdfunding Website] donations will only go towards the wall, 100% means 100% right? Board won’t see any of that money! Donations will be accountable by an audit committee as well;”
9. On or about January 19, 2019, WeBuildTheWall, Inc. published an update to the “frequently asked questions” page of its website in which it stated “How much is [Unindicted Co-Conspirator 1] getting paid? In accordance with [Unindicted Co-Conspirator 1’s] personal pledge and the Bylaws of WeBuildTheWall, Inc., [Unindicted Co-Conspirator 1] will not profit even a single penny from We Build the Wall, Inc;”
10. On or about January 21, 2019, Unindicted Co-Conspirator 1 posted a message on a social media platform known to the Grand Jury in which he stated “While I work on this wall project remember I’m taking no salary and no compensation. Please support [sic] my coffee company;”
11. On or about February 4, 2019, Bannon caused WeBuildTheWall, Inc. to transfer \$250,000 to Unindicted Co-Conspirator Entity 1.

12. On or about February 11, 2019, Bannon caused Unindicted Co-Conspirator Entity 1 to transfer \$100,000 to Unindicted Co-Conspirator 1.
13. On or about February 12, 2019, Bannon made a statement to a media outlet known to the Grand Jury that “I did this [work on behalf of WeBuildTheWall, Inc.] kind of as a volunteer;”
14. On or about March 7, 2019, Bannon caused Unindicted Co-Conspirator Entity 1 to transfer \$20,000 to Unindicted Co-Conspirator 1;
15. On or about April 22, 2019, Bannon caused Unindicted Co-Conspirator Entity 1 to transfer \$20,000 to Unindicted Co-Conspirator 1;
16. On or about April 22, 2019, WeBuildTheWall, Inc. transferred \$50,000 to a for-profit Entity known to the Grand Jury (“Unindicted Co-Conspirator Entity 2”);
17. On or about April 26, 2019, Unindicted Co-Conspirator Entity 2 transferred \$25,000 to a for-profit Entity known to the Grand Jury which was controlled by Unindicted Co-Conspirator 1 (“Entity 1”).
18. On or about May 1, 2019, Entity 1 transferred \$20,000 to pay off a balance on a credit card that belonged to Unindicted Co-Conspirator 1;
19. On or about May 21, 2019, WeBuildTheWall, Inc. transferred \$30,000 to Unindicted Co-Conspirator Entity 2.
20. On or about June 5, 2019, Unindicted Co-Conspirator Entity 2 transferred \$20,000 to Entity 1.
21. On or about June 6, 2019, Entity 1 transferred \$20,000 to Unindicted Co-Conspirator 1.
22. On or about June 24, 2019, at a fundraising event for WeBuildTheWall, Inc., Bannon stated “remember, all the money you give goes to building the wall;”
23. On or about July 3, 2019, WeBuildTheWall, Inc. transferred \$48,762 to Unindicted Co-Conspirator Entity 2.
24. On or about July 15, 2019, Unindicted Co-Conspirator Entity 2 transferred \$20,000 to Entity 1.
25. On or about July 17, 2019, Entity 1 transferred \$20,000 to Unindicted Co-Conspirator 1.

26. On or about July 1, 2019, WeBuildTheWall, Inc. transferred \$50,000 to an account controlled by an associate of Unindicted Co-Conspirator 2 (“Unindicted Co-Conspirator 3”).
27. On or about July 23, 2019, the account controlled by Unindicted Co-Conspirator 3 transferred \$20,000 to Unindicted Co-Conspirator 1.
28. On or about August 22, 2019, WeBuildTheWall, Inc. transferred \$66,760.62 to Unindicted Co-Conspirator Entity 2.
29. On or about September 13, 2019, Unindicted Co-Conspirator Entity 2 transferred \$20,000 to Entity 1.
30. On or about September 17, 2019, Entity 1 transferred \$20,000 to Unindicted Co-Conspirator 1.
31. On or about September 25, 2019, WeBuildTheWall, Inc. transferred \$46,725.33 to Unindicted Co-Conspirator Entity 2.
32. On or about October 10, 2019, Unindicted Co-Conspirator Entity 2 transferred \$23,800 to Unindicted Co-Conspirator 1.
33. On or about December 2, 2019, WeBuildTheWall, Inc. filed a Registration Statement for Charitable Organizations with the New York State Office of the Attorney General, which reiterated the false promise that Unindicted Co-Conspirator 1, the President of WeBuildTheWall, Inc., would not take any compensation.

34. On or about December 31, 2019, while WeBuildTheWall, Inc. was still taking donations and representing that Unindicted Co-Conspirator 1 was not receiving a salary from WeBuildTheWall, Inc., Unindicted Co-Conspirator 1 stated on behalf of WeBuildTheWall, Inc., in a public media appearance that “[Unindicted Co-Conspirator 1] would have to be the stupidest person in the world to do anything wrong with [the money raised by WeBuildTheWall, Inc.] with everyone watching me. I mean we see it all the time, but this is on like a grandioso [sic] scale of, you know, what not to do with the money, and I made sure that we were good stewards to it and followed through on that promise.”

ALVIN L. BRAGG, JR.  
District Attorney

Filed:

NA

No.

THE PEOPLE OF THE STATE OF NEW YORK

-against-

STEPHEN K. BANNON,  
WEBUILDTHEWALL, INC.,

Defendants.

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INDICTMENT

MONEY LAUNDERING IN THE SECOND DEGREE, P.L. §470.15(1)(b)(i)(A) – BOTH DEFENDANTS  
MONEY LAUNDERING IN THE SECOND DEGREE, P.L. §470.15(1)(b)(ii)(A) – BOTH DEFENDANTS  
CONSPIRACY IN THE FOURTH DEGREE, P.L. §105.10(1) – BOTH DEFENDANTS (2 COUNTS)  
SCHEME TO DEFRAUD IN THE FIRST DEGREE, P.L. §190.65(1) – BOTH DEFENDANTS  
CONSPIRACY IN THE FIFTH DEGREE, P.L. § 105.05(1) – BOTH DEFENDANTS

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ALVIN L. BRAGG, JR., District Attorney

A True Bill

Daniel Passeser  
Michael Frantel  
Gregory Morrill  
Major Economic Crimes Bureau

Foreman

ADJOURNED TO PART 59 ON \_\_\_\_\_