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IN THE UNITED STATES DISTRICT COURT

DISTRICT OF UTAH

UNITED STATES OF AMERICA, Plaintiff, vs. GIUSEPPE MIRENDA, Defendant.	INDICTMENT Counts 1-6: 18 U.S.C. § 1343, Wire Fraud Counts 7-10: 18 U.S.C. § 1957, Money Laundering Case: 2:22-cr-00246 Assigned To : Waddoups, Clark Assign. Date : 7/6/2022

The Grand Jury Charges:

BACKGROUND

At all times relevant to this Indictment:

1. Defendant Giuseppe Mirenda ("GIUSEPPE MIRENDA") was a resident of Salt Lake County, Utah. GIUSEPPE MIRENDA was born in Italy but was a lawful permanent resident of the United States.

2. Two of GIUSEPPE MIRENDA's relatives ("Relative 1" and "Relative 2"), were Italian citizens and residents of Salt Lake County, Utah. But they were not lawful permanent residents of the United States. Instead, they had overstayed their visas in January 2013, and failed to leave the United States as required.

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The Defendant's Italian Restaurant Business

3. After coming to America, GIUSEPPE MIRENDA, Relative 1, and Relative 2 started an Italian restaurant business in Utah.

4. To run this business, GIUSEPPE MIRENDA, Relative 1, and Relative 2 started five restaurant companies, a restaurant management company, and five Italian restaurants. In 2020 and 2021, the restaurant companies were named and owned as identified below:

Restaurant Company	Giuseppe Mirenda's Ownership %	Relative 1's Ownership %	Relative 2's Ownership %
Sicilia Mia 1	33.33%	33.34%	33.33%
Sicilia Mia 2	33.33%	33.34%	33.33%
Sicilia Mia LLC	33.33%	33.34%	33.33%
Antica Sicilia LLC	33.33%	33.34%	33.33%
Bella Sicilia LLC	33.33%	33.34%	33.33%

5. GIUSEPPE MIRENDA's related restaurant management company was called "Sicilia Restaurant Management." Its ownership was as follows:

Restaurant Mgmt. Company	Giuseppe Mirenda's Ownership %	Relative 1's Ownership %	Relative 2's Ownership %
Sicilia Restaurant Management	33.33%	33.34%	33.33%

6. From 2015 through 2020, together with Relative 1 and Relative 2, GIUSEPPE MIRENDA jointly operated these restaurant businesses and five related Italian restaurants in the District of Utah.

The COVID-19 Pandemic and the EIDL Loan Program

7. By March 2020, the COVID-19 pandemic had threatened the United States economy. Across the United States, offices and restaurants began closing. In response, Congress acted to keep small businesses afloat—ultimately spending over a trillion dollars to help protect millions of workers and business owners from economic disruption caused by the pandemic.

8. To facilitate this economic rescue effort, on March 25, 2020, Congress passed the Coronavirus Aid, Relief, and Economic Security Act, 15 U.S.C. § 9001 et seq. (the "CARES Act").

The CARES Act was designed to provide emergency financial assistance to millions of Americans who were suffering the economic effects caused by the COVID-19 pandemic.

9. As part of the CARES Act, Congress authorized the U.S. Small Business Association ("SBA") to provide Economic Injury Disaster Loans ("EIDL Loans") of up to $2 million to eligible small businesses experiencing substantial financial disruption due to the COVID-19 pandemic. In addition, the CARES Act authorized the SBA to issue advances of up to $10,000 to small businesses within three days of applying for an EIDL Loan.

Required Certifications in EIDL Loan Applications

10. EIDL Loan applications were submitted directly to and processed by the SBA. Any proceeds dispersed pursuant to an EIDL Loan were also dispersed directly by the SBA.

11. From March 2020 on, to obtain an EIDL Loan, a qualifying business had to submit an application to the SBA and provide information about its business and ownership. Each EIDL Loan applicant was required to certify under penalty of perjury that all the information in the loan application was true and correct to the best of his or her knowledge.

12. This certified information included information about the borrower business's operations, such as the number of its employees, its gross revenues for the 12-month period preceding the disaster, and the cost of goods it sold in the 12-month period preceding the disaster.

13. From March 30, 2020 to May 4, 2020, each EIDL Loan applicant also had to list the names and citizenship status of all persons who owned a percentage of the business for which the EIDL Loan was being sought. From May 4, 2020 to June 30, 2020, this requirement was slightly modified so that each EIDL Loan applicant had to list only the names and citizenship statuses of all persons who owned at least 20% of the business for which the EIDL Loan was sought. In both time frames, all EIDL Loan applicants were required to certify under penalty of perjury that all the information they supplied about the ownership percentages of the borrower businesses and the business owners' citizenship statuses was true and correct to the best of their knowledge.

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On Its Website, and in Loan Documentation, the SBA Clarified the Limits on Use of EIDL Loan Proceeds, and Some of the Penalties for False Statements in EIDL Loan Applications and Agreements, and for Any Misuse of EIDL Loan Proceeds

14. From March 30, 2020 through at least June 24, 2020, the SBA made clear on its website that the SBA was offering EIDL Loans "for working capital to small businesses suffering substantial economic injury as a result of the Coronavirus (COVID-19)," and that these loans were intended "to help alleviate economic injury caused by the Coronavirus (COVID-19)." *Coronavirus (COVID-19) SBA Disaster Assistance in Response to the Coronavirus* (posted on SBA website on March 30, 2020 and May 4, 2020). During this same timeframe, the SBA further made it clear, that EIDL Loan proceeds could be used only "to pay fixed debts, payroll, accounts payable and other bills that [couldn't] be paid because of the [COVID-19] disaster's impact." *Id.* Any applicant who had any questions regarding the EIDL Loan program was directed to "contact the SBA disaster assistance customer service center at 1-800-659-2955 . . . or [to] e-mail [the SBA at] disastercustomerservice@sba.gov." *Id.* SBA customer service representatives were available to answer any questions an applicant might have about the EIDL Loan program.

15. From March 30, 2020 to at least June 24, 2020, all EIDL Loan Agreements also included a specific provision entitled "USE OF LOAN PROCEEDS" which stated that:

> **Borrower will use all the proceeds of this loan solely as working capital to alleviate economic injury caused by disaster occurring in the month of January 31, 2020** and continuing thereafter . . . .

(emphasis added).

16. From March 30, 2020 to at least June 24, 2020, EIDL Loan Agreements also included a provision entitled "LIMITS ON DISTRIBUTION OF ASSETS" which stated:

> **Borrower will not, without the prior written consent of SBA, make any distribution of Borrower's assets, or given any preferential treatment, make any advance, directly or indirectly, by way of loan, gift, bonus, or otherwise, to any owner or partner or any of its employees,** or to any

> company directly or indirectly controlling or affiliated with or controlled by Borrower, or any other company.

(emphasis added).

17. From March 30, 2020 to at least June 24, 2020, EIDL Loan Agreements also included a certification at the end of the Agreement that was signed by the Borrower and stated:

> The undersigned agree(s) to be bound by the terms and conditions herein during the terms of this Loan, and further agree(s) that no provision stated herein will be waived without prior written consent of SBA. **Under penalty of perjury of the United States of America, I hereby certify that I am authorized to apply for and obtain a disaster loan on behalf of Borrower, in connection with the effects of the COVID-19 emergency.**

(emphasis in original).

18. From March 30, 2020 to at least June 24, 2020, EIDL Loan Agreements also included a provision entitled "CIVIL AND CRIMINAL PENALTIES" that advised the Borrower of civil and criminal penalties for misapplying proceeds from an EIDL Loan and for making false statements on an EIDL Loan application.

THE SCHEME AND ARTIFICE TO DEFRAUD

19. Beginning in and around March 2020, and continuing through at least April 2022, within the District of Utah and elsewhere, defendant GIUSEPPE MIRENDA knowingly devised and executed a scheme and artifice to defraud and sought to obtain money and property by means of materially false and fraudulent pretenses, representations and promises, and omissions of material facts.

20. In executing and attempting to execute the scheme and artifice to defraud, and in furtherance thereof, defendant GIUSEPPE MIRENDA:

a. Submitted six fraudulent EIDL Loan applications to the SBA between March 30, 2020 and June 24, 2020 that:

i. Deliberately omitted Relative 1 and Relative 2 as respective 33% owners of each borrower company; and

ii. Deliberately omitted Relative 1 and Relative 2's disqualifying citizenship status as unlawful permanent residents;

b. Applied for and obtained $1,889,400 in EIDL Loan proceeds for his six restaurant businesses even though he knew none of his businesses qualified to receive any EIDL Loan proceeds;

c. Made false certifications in six EIDL Loan Agreements between March 30, 2020 and June 24, 2020 that:

i. He would use the EIDL Loan proceeds solely as working capital to alleviate economic injury caused by [COVID-19-related] disaster occurring in the month of January 31, 2020 and continuing thereafter;

ii. He would not, without the consent of the SBA, make any advance or gift to an owner of any of the companies borrowing EIDL Loan funds; and

iii. He would be bound by the terms and conditions of the Loan Agreements he signed under penalty of perjury; and

d. Knowingly and willfully misused over $1.2 million of the EIDL Loan proceeds to purchase (i) one house in West Jordan, Utah and another house in Las Vegas, Nevada; (ii) two luxury cars; and (iii) over $39,000 in cryptocurrency.

21. It was the object of the scheme and artifice to defraud for defendant GIUSEPPE MIRENDA to obtain money from the SBA in the form of EIDL Loan proceeds through false statements, misrepresentation, deception, and omissions of material facts, and thereafter to divert the money for his own use to make over $1.2 million in unauthorized purchases.

22. The fraudulently obtained EIDL Loan proceeds were used by GIUSEPPE MIRENDA for his own personal benefit, including:

a. Purchasing a $610,204.85 house in West Jordan, Utah to use as a personal residence for himself;

b. Purchasing another $518,346.46 house in Las Vegas, Nevada for personal use;

c. Purchasing a Jaguar F-Pace SUV for $16,058;

d. Purchasing a BMW-M3 luxury car for $26,723; and

e. Purchasing over $39,000 in cryptocurrency from Robinhood and Coinbase.

23. It was further part of the scheme and artifice to defraud that GIUSEPPE MIRENDA used wire transfers to move the EIDL Loan proceeds into accounts he created under his control and to then wire the EIDL Loan proceeds to make his more than $1.2 million in unauthorized purchases of houses, luxury vehicles, and cryptocurrency.

COUNTS 1-6
18 U.S.C. § 1343
(Wire Fraud)

24. All of the factual allegations set forth above are incorporated herein by reference and realleged as though fully set forth herein.

25. On or about the dates listed below, in the District of Utah, and elsewhere,

GIUSSEPE MIRENDA,

defendant herein, having devised and intended to devise a scheme and artifice to defraud, and for obtaining money and property by means of false and fraudulent pretenses, representations, promises, and omissions of material facts, for the purpose of executing said scheme and artifice to defraud, did cause to be transmitted by means of wire communication certain writings, signs and signals, that is, an interstate wire, as represented below, each such use of wire communication being a separate count of this Indictment:

COUNT	DATE (on or about)	USE OF INTERSTATE WIRES	DESCRIPTION
1	3/20/2020	Electronic Submission of EIDL Loan Application to SBA on behalf of Sicilia Mia 2 for $159,900	Falsely certifying that GIUSEPPE MIRENDA was 100% owner of the business and omitting from the loan application his two 33% co-owners who were unlawful permanent residents.

2	3/20/2020	Electronic Submission of EIDL Loan Application to SBA on behalf of Antica Sicilia for $389,900	Falsely certifying that GIUSEPPE MIRENDA was 100% owner of the business and omitting from the loan application his two 33% co-owners who were unlawful permanent residents.
3	3/20/2020	Electronic Submission of EIDL Loan Application to SBA on behalf of Sicilia Mia, LLC for $509,900	Falsely certifying that GIUSEPPE MIRENDA was 100% owner of the business and omitting from the loan application his two 33% co-owners who were unlawful permanent residents.
4	3/20/2020	Electronic Submission of EIDL Loan Application to SBA on behalf of Sicilia Mia 1 for $509,900	Falsely certifying that GIUSEPPE MIRENDA was 100% owner of the business and omitting from the loan application his two 33% co-owners who were unlawful permanent residents.
5	6/16/2020	Electronic Submission of EIDL Loan Application to SBA on behalf of Sicilia Restaurant Management for $159,900	Falsely certifying that GIUSEPPE MIRENDA was 100% owner of the business and omitting from the loan application his two 33% co-owners who were unlawful permanent residents.
6	6/20/2020	Electronic Submission of EIDL Loan Application to SBA on behalf of Bella Sicilia for $159,900	Falsely certifying that GIUSEPPE MIRENDA was 100% owner of the business and omitting from the loan application his two 33% co-owners who were unlawful permanent residents.

All in violation of 18 U.S.C. § 1343.

COUNTS 7-10

18 U.S.C. § 1957

(Money Laundering)

26. All of the factual allegations set forth above are incorporated herein by reference and realleged as though fully set forth herein.

27. On or about the dates enumerated in each count below, in the District of Utah, and elsewhere,

GIUSEPPE MIRENDA,

defendant herein, did knowingly engage and attempt to engage in the following monetary transactions in criminally derived property of a value greater than $10,000, and was derived from

the specified unlawful activity of Wire Fraud as alleged above, in instances including but not limited to each count below:

COUNT	DATE (on or about)	MONETARY TRANSACTION
7	10/28/2020	$610,204.85 transfer from Wells Fargo Account ending in 4529 to US Title Insurance Agency Escrow account ending in 04894 (To purchase West Jordan house)
8	2/4/2021	$16,058.00 transfer from Wells Fargo Account ending in 4529 to Autobidmaster LLC account ending in 7231 (To purchase Jaguar F-Pace)
9	2/12/2021	$26,723.00 transfer from Wells Fargo Account ending in 4529 to Autobidmaster LLC account ending in 6791 (To purchase BMW M-3)
10	8/6/2021	$508,346.46 transfer from Wells Fargo Account ending in 6755 to Fidelity National Title Agency account ending in 24787 (To purchase Las Vegas house)

All in violation of 18 U.S.C. § 1957(a).

NOTICE OF INTENT TO SEEK FORFEITURE

Pursuant to 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c), upon conviction of any offense violating 18 U.S.C. § 1343, the defendant shall be forfeit to the United States of America any property, real or personal, that constitutes or is derived from proceeds traceable to the scheme to defraud. The property to be forfeited includes, but is not limited to:

- $695,711.60 as proceeds from the sale of the property located at 2448 West 6830 South, West Jordan, Utah 84084;
- $598,225.79 as proceeds from the sale of the property located at 3179 Paintedhills Avenue, Las Vegas, NV 89120;
- Proceeds from the sale of a 2017 Jaguar F-Pace;
- Proceeds from the sale of a 2015 BMW M-3;
- cryptocurrency purchased from Robinhood and Coinbase;
- A money judgment equal to the value of any property not available for forfeiture as a result of any act or omission of the defendant for one or more of the reasons listed in 21 U.S.C. § 853(p); and
- Substitute property as allowed by 18 U.S.C. § 982(b) and 21 U.S.C. § 853(p).

Pursuant to 18 U.S.C. § 982(a)(1), upon conviction of any offense in violation of 18 U.S.C. § 1957, the defendant shall forfeit to the United States of America any property, real or personal, involved in such violations, and any property traceable to such property. The property to be forfeited includes, but is not limited to:

- $695,711.60 as proceeds from the sale of the property located at 2448 West 6830 South, West Jordan, Utah 84084;
- $598,225.79 as proceeds from the sale of the property located at 3179 Paintedhills Avenue, Las Vegas, NV 89120;
- Proceeds from the sale of a 2017 Jaguar F-Pace;
- Proceeds from the sale of a 2015 BMW M-3;
- A money judgment equal to the value of any property not available for forfeiture as a result of any act or omission of the defendant for one or more of the reasons listed in 21 U.S.C. § 853(p); and
- Substitute property as allowed by 18 U.S.C. § 982(b) and 21 U.S.C. § 853(p).

A TRUE BILL:

/s/

FOREPERSON OF GRAND JURY

TRINA A. HIGGINS
United States Attorney

TODD C. BOUTON
Assistant United States Attorney