

ORDERED UNSEALED on 12/10/2024 s/ andreasar

SEALED

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

MICHAEL CRIS TRAYA SORDILLA (1),
BRYAN NAVALES TAROSA (2),

Defendants.

Case No. **24-mj-04583**

COMPLAINT FOR VIOLATION OF

Title 18, U.S.C., Sec. 1349 -
Conspiracy to Commit Mail and
Wire Fraud; Title 18, U.S.C.,
Secs. 981(a)(1)(C), 982(a)(1),
982(a)(2)(A), and Title 28,
U.S.C., Sec. 2461(c) - Criminal
Forfeiture

The undersigned complainant being duly sworn states:
At all times relevant to this Complaint:

INTRODUCTION

1. A **book publishing scam** is a fraudulent scheme where criminals impersonate literary agents, publishers, major motion picture studios and popular video streaming services, to extract money from putative book authors, which are the victims of the scam. As part of the scam, the criminals will operate a public-facing book publishing business that purports to act as an intermediary between authors (victims) and literary agents, publishers, major motion picture studios and popular video streaming services. The criminals make false promises that the victim-author's book will be acquired by a publisher or turned into a movie or television series. The criminals use a variety of social engineering

1 techniques to gain the victim's trust and thereafter to divest the victim
2 of his/her money.

3 2. PageTurner, Press and Media LLC ("PageTurner") is a limited
4 liability company incorporated in the State of California in September
5 2017. PageTurner's principal place of business is located in Chula
6 Vista, California. Individual-1 is the organizer and registered agent
7 for PageTurner. According to PageTurner's public filings, it purports
8 to be a "book publishing" business.

9 3. MICHAEL CRIS TRAYA SORDILLA ("SORDILLA") is a 32-year-old
10 citizen of the Philippines. SORDILLA presents himself as a successful
11 Founder, President and CEO of Innocentrix Philippines, which purports
12 to be a "business process outsourcing" company based in the Philippines.

13 4. BRYAN NAVALES TAROSA ("TAROSA") is a 34-year-old citizen of
14 the Philippines. TAROSA is employed as the Vice President of Operations
15 at Innocentrix.

16 **COUNT 1**

17 **(Conspiracy to Commit Wire Fraud)**

18 **[18 U.S.C. § 1349]**

19 5. Paragraphs 1 to 4 are re-alleged and incorporated herein.

20 **The Conspiracy**

21 6. Beginning on a date unknown, but at least since September
22 2017, and continuing up to and including December 8, 2024, within the
23 Southern District of California and elsewhere, defendants MICHAEL CRIS
24 TRAYA SORDILLA and BRYAN NAVALES TAROSA, together with each other and
25 with others known and unknown, knowingly and intentionally conspired to
26 commit the following offenses:

27 a. **mail fraud**, in violation of Title 18, United States Code,
28 Section 1341, that is, to devise a material scheme and artifice to

1 defraud and to obtain money and property by means of materially false
2 and fraudulent pretenses, representations, and promises, and, for the
3 purpose of executing such scheme and artifice, knowingly and with intent
4 to defraud, deposited and caused to be deposited, and received therefrom,
5 checks that were sent and delivered by private and commercial interstate
6 carriers; and

7 b. **wire fraud**, in violation of Title 18, United States Code,
8 Section 1343, that is, to devise a material scheme and artifice to
9 defraud and to obtain money and property by means of materially false
10 and fraudulent pretenses, representations, and promises, and, for the
11 purpose of executing such scheme and artifice, to transmit and cause to
12 be transmitted by means of wire communications in interstate and foreign
13 commerce, certain writings, signs, signals, pictures, and sounds.

14 **Manner and Means**

15 7. As part of the conspiracy, defendants MICHAEL CRIS TRAYA
16 SORDILLA and BRYAN NAVALES TAROSA and their co-conspirators operated a
17 book publishing scam targeting elderly victims throughout the United
18 States, including in the Southern District of California.

19 8. As part of the conspiracy, the conspirators contacted putative
20 victims through unsolicited interstate and foreign wire communications,
21 including phone calls and emails.

22 9. As part of the conspiracy, the conspirators purported to
23 operate PageTurner as a book publishing business that acted as a liaison
24 between individuals who sought to publish their books and/or have their
25 books turned into motion pictures and/or television series.

26 10. As part of the conspiracy, the conspirators made false
27 representations regarding PageTurner's business, including by falsely
28 representing the location of operations and falsely representing its

1 contacts and communications with literary agents, major motion picture
2 studios and popular video streaming services.

3 11. As part of the conspiracy, the conspirators fraudulently
4 impersonated literary agents and executives from major motion picture
5 studios and popular video streaming services to perpetuate the
6 perception that PageTurner was assisting book authors to get their works
7 published and/or turned into motion pictures or television series.

8 12. As part of the conspiracy, once a putative victim-author was
9 convinced by the conspirators that PageTurner had interest from a
10 publisher, movie studio or video streaming service, the conspirators
11 would use social engineering techniques to extract money under
12 fraudulent pretenses from the victim-authors, including by claiming the
13 victim-authors needed to pre-pay certain taxes or pay certain
14 transaction fees before the victim-author's work could be published or
15 optioned to studios.

16 13. As part of the conspiracy, the conspirators made fraudulent
17 representations to victims about their books being selected for
18 acquisition by traditional publishers and/or movie studios.

19 14. As part of the conspiracy, based on fraudulent pretenses, the
20 conspirators induced victims to send money to PageTurner, including
21 through the mails and through wire transfers, for various publishing
22 services the victims never received.

23 All in violation of Title 18, United States Code, Section 1349.

24 **FORFEITURE ALLEGATIONS**

25 15. The allegations contained in the Complaint are realleged
26 herein and incorporated as a part hereof for purposes of seeking
27 forfeiture to the United States pursuant to Title 18, United States
28

1 Code, Sections 981(a)(1)(C), 982(a)(1), 982(a)(2)(A), and Title 28,
2 United States Code, Section 2461(c).

3 16. Upon conviction of the offense set forth in the Complaint, and
4 pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title
5 28, United States Code, Section 2461(c), defendants MICHAEL CRIS TRAYA
6 SORDILLA and BRYAN NAVALES TAROSA shall forfeit to the United States of
7 America all their rights, title, and interest, in any property, real and
8 personal, constituting and derived from proceeds traceable to such
9 offenses, and any property, real and personal, involved the offense and
10 any property traceable to such property.

11 17. If any of the above-described forfeitable property, as a
12 result of any act or omission of the defendants:

- 13 a. cannot be located upon the exercise of due diligence;
- 14 b. has been transferred or sold to, or deposited with, a
15 third party;
- 16 c. has been placed beyond the jurisdiction of the Court;
- 17 d. has been substantially diminished in value; or
- 18 e. has been commingled with other property which cannot be
19 subdivided without difficulty;

20 it is the intent of the United States, pursuant to Title 21,
21 United States Code, Section 853(p), as incorporated by Title 28, United
22 States Code, Section 2461(c), to seek forfeiture of any other property
23 of the defendants up to the value of the forfeitable property.

24 All pursuant to Title 18, United States Code, Sections 981(a)(1)(C)
25 and 982(a)(1), Title 21, United States Code, Section 853(p), and Title
26 28, United States Code, Section 2461(c).

27 //

28 //

1 The complainant states that this complaint is based on the attached
2 Statement of Facts incorporated herein by reference.

3
4 
5 _____
6 Special Agent Jessica Hefron
Federal Bureau of Investigation

7 Sworn and attested under oath by telephone, in accordance with
8 Federal Rule of Criminal Procedure 4.1, this 8th day of December, 2024.

9
10 
11 _____
12 Hon. Jill L. Burkhardt
13 United States Magistrate Judge
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

STATEMENT OF FACTS

A. Background

18. A **book publishing scam** is a fraudulent scheme where criminals impersonate literary agents, publishers, major motion picture studios and/or popular video streaming services, to extract money from putative book authors, which are the victims of the scam. As part of the scam, the criminals will operate a public-facing book publishing business that purports to act as an intermediary between authors (victims) and literary agents, publishers, major motion picture studios and popular video streaming services. The criminals make false promises that the victim-author's book will be acquired by a publisher or turned into a movie or television series. The criminals use a variety of social engineering techniques to gain the victim's trust and thereafter to divest the victim of his/her money.

19. **PageTurner, Press and Media LLC ("PageTurner")** is a limited liability company incorporated in the State of California in September 2017. PageTurner's principal place of business is located in Chula Vista, California. Individual-1 is the organizer and registered agent for PageTurner. According to PageTurner's public filings, it purports to be a "book publishing" business.

B. Investigation Background

20. Since May 2022, the FBI has been investigating a sophisticated book publishing scam operated by the defendants using PageTurner. Based on the investigation, elderly book authors nationwide have been solicited by "employees" of PageTurner and offered opportunities to publish or distribute their books, or to turn their works into movies or streaming video series. The conspirators claim to be literary agents familiar with the victims' books and present themselves as complimentary

1 of the victims' work. The conspirators then offer victims to work with
2 PageTurner to promote their respective works. Using social engineering
3 techniques, the conspirators establish relationships and build trust
4 with victims by continuing to send interstate and foreign
5 communications, including emails and text messages, over days, weeks,
6 or months with victims. Once a victim agrees to work with PageTurner,
7 the conspirators then use additional social engineering techniques to
8 extract money from victims under fraudulent pretenses, including by
9 impersonating literary agents and/or executives from major motion
10 picture studios or popular video streaming services, and by falsely
11 claiming advance payments, fees, or taxes have to be paid before the
12 victims' work can be published, promoted, distributed, or turned into
13 motion pictures or television series.

14 **C. PageTurner, Press and Media LLC**

15 21. According to the articles of organization filed with the
16 California Secretary of State, on September 25, 2017, PageTurner was
17 registered as a California business with its principal address at 601 E
18 Palomar Street Suite C478, Chula Vista, CA 91911. The Statement of
19 Information filed with the California Secretary of State on March 6,
20 2024 lists PageTurner's mailing address at 484 Jamul Court, Chula Vista,
21 CA 91911, Individual-1 as the registered agent, and Individual-2 as the
22 manager of PageTurner. Based on my investigation, Individual-1 and
23 Individual-2 are relatives of defendant SORDILLA.

24 22. PageTurner promotes itself online via a website (pageturner.us
25 registered in 2017) and social media (LinkedIn, Facebook, and X (formerly
26 Twitter)) as a business located in Chula Vista. Additionally, in about
27 May 2023, PageTurner obtained an accreditation from Better Business
28 Bureau, claiming that the business is based in Chula Vista.

23. Based on the investigation, employees of PageTurner contacted victims using phone numbers with the local area code (619), which corresponds with the San Diego area, and sent emails using the domain pageturner.us. Documents provided by victims and records received from Google revealed over 200 custom email addresses created using the domain pageturner.us. According to the California Employment Development Department ("EDD") records, however, from 2017 through 2023, PageTurner did not file wage reports for any employees.

D. The Defendants

24. As mentioned, **MICHAEL CRIS TRAYA SORDILLA** is a citizen of the Philippines who presents the public image of a successful business owner in the Philippines. He represents himself to be the President and CEO of Innocentrix Philippines, a "business process outsourcing" ("BPO") company. Innocentrix's website displays Sordilla's profile as the "Founder, President, and CEO" of the company:¹

The Founder, President, and CEO: Michael Cris Traya Sordilla

Michael Cris Traya Sordilla, widely known as Mike Sordilla, achieved the remarkable feat of founding, presiding over, and leading a thriving company in his early twenties. As the sole proprietor of [Innocentrix Philippines](#), Mr. Sordilla's journey in the BPO industry has been marked by continuous innovation and growth.

Under his leadership, Mike Sordilla established the [MCS Group of Companies](#), a parent organization that oversees a diverse array of business ventures. The group includes [MSordilla Builders](#), [MCS Studio](#), and [Serene Oasis Resort](#), demonstrating Mike's ability to succeed across various industries.

More than just a businessman, Mike Sordilla is also a dedicated philanthropist. He serves as the chairman of [Hiyas ng Pilipinas](#), a national pageant that continually aids the indigent population of the Philippines.

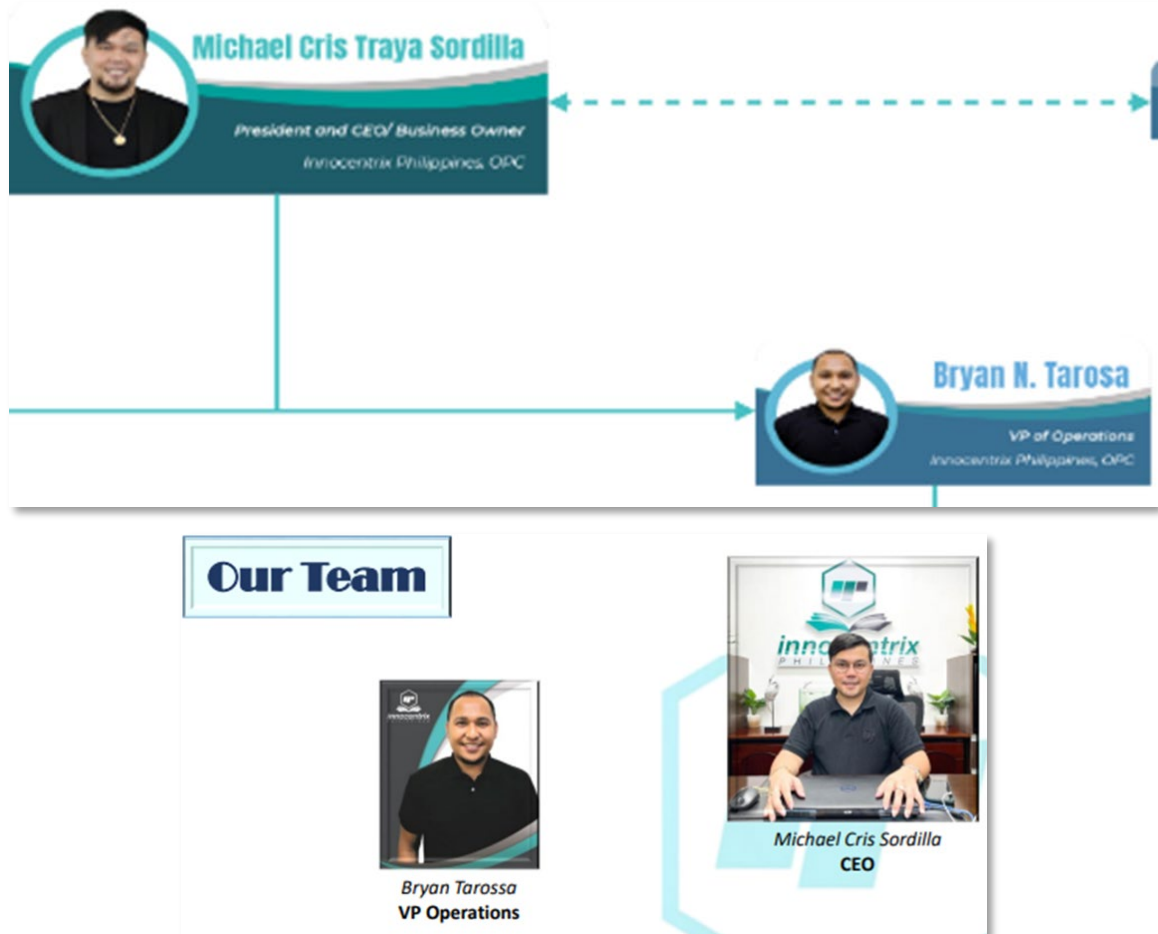
With a passion for both business and community, Mike Sordilla continues to innovate and expand his horizons. His future ventures promise to be as impactful and groundbreaking as his current successes.



25. **BRYAN NAVALES TAROSA** is similarly a citizen of the Philippines. TAROSA presents himself as the Vice President of Operations at Innocentrix. Internal company documents obtained from SORDILLA's

¹ <https://innocentrixphilippines.com/michael-cris-traya-sordilla> (last visited December 4, 2024).

email account confirm TAROSA's role at the company. For example, an organization chart and "team" page show the respective roles of SORDILLA and TAROSA at Innocentrix. The following are excerpts of that organization chart and team page.



26. TAROSA and SORDILLA are also domestic partners. Based on official travel records, SORDILLA and TAROSA traveled to the United States from Philippines together on February 25, 2023. Upon arrival, SORDILLA was interviewed by immigration officials at Los Angeles International Airport. SORDILLA stated he was traveling with his partner, TAROSA, and intended to stay with Individual-1, a relative, in Chula Vista, California. As previously mentioned, Individual-1 is the registered agent for PagetTurner.

1 27. Travel records show that SORDILLA and TAROSA also most
2 recently traveled together and arrived at Los Angeles International
3 Airport from Philippines on November 27, 2024.

4 **E. The Fraud Scheme**

5 28. Elderly book authors nationwide have reported being solicited
6 by "employees" of PageTurner and being offered opportunities to publish
7 or distribute their books, or to turn their work into movies or streaming
8 video television series. The conspirators claim to be literary agents
9 familiar with the victims' books, sound extremely complimentary, and
10 offer the victims to work with PageTurner to promote their books. The
11 conspirators establish relationships and build trust with the victims
12 by continuing to email or message over days, weeks, or months. The
13 conspirators convey that they are convinced that with a little investment
14 on both sides, the victims' works would be marketable to the biggest
15 publishing or entertainment companies. The conspirators appear to
16 follow various scripts to tailor the "book project" pitch to the
17 particular victim. In some cases, PageTurner representatives promise
18 to promote the victim's book and turn it into a movie. In other cases,
19 conspirators offer to distribute the book and pay royalties to the
20 victim. The victims are generally asked to sign a non-disclosure
21 agreement regarding the "book project."

22 29. Once the authors agree to work with PageTurner, the
23 conspirators explain that the "book project" will require authors to pay
24 for various services such as purchasing book insurance, getting their
25 book updated, hiring a team of publicists to promote their book, or
26 creating an audiobook or a screenplay to be sold as a feature production.
27 The conspirators then usually offer, for a fee, to connect the victims
28

1 with the right people who can provide reasonably priced services such
2 as updating book covers or taking out ads in national newspapers.

3 30. The conspirators falsely promise to secure book deals from
4 well-known publishers² (Publisher H, Publisher M, Publisher P) with large
5 advance payments. As part of the scam, PageTurner "agents" send victims
6 fake acquisition contracts and offers from the "publisher" bearing the
7 companies' logos. The same scam also leads other victims to believe
8 that legitimate motion picture studios or entertainment companies
9 (Studio M, Studio N, Studio S) are offering to buy the rights to the
10 victims' work to be turned into a movie or a television series. The
11 authors are told they must first pre-pay various costs such as taxes,
12 advertising, licensing and distribution, which are all collected by
13 PageTurner. Once the victims are deceived into believe there is an
14 offer to purchase the rights to the victims' work, the conspirators
15 often request larger and larger sums of money to make sure the "deal"
16 can be completed. In the end, after making numerous promises, and
17 collecting thousands of dollars, the conspirators deliver zero results
18 and disappear.

19 31. As part of this investigation, I have reviewed evidence
20 voluntarily provided by multiple victims, including fraudulent emails
21 and records purportedly sent by legitimate publishers and entertainment
22 companies. Agents also contacted representatives from several legitimate
23 entertainment companies and publishers and discovered that the companies
24 had no working relationships with PageTurner or its employees.
25 Specifically, investigators contacted and interviewed official
26 representatives of Studio M, Studio N, Studio S, Publisher H, Publisher

27
28 ² To protect victims' identities, real names of the companies are
replaced with initials throughout.

1 M, and Publisher P. The interviews confirmed that the emails and records
2 victims received were fake, that PageTurner had no connection or business
3 relationships with PageTurner, and that many of the companies had
4 received consumer complaints about PageTurner specifically.

5 32. For example, Publisher M's official website specifically warns
6 authors about the PageTurner publishing scam:

7
8 It has come to our attention that third parties continue to
9 target authors to solicit money and personal information and
10 that some of these schemes have involved the fraudulent use
11 of [Publisher M's] company and imprint names. ...

12 Specifically, third parties who are not affiliated with
13 [Publisher M] have been impersonating our employees, as well
14 as literary agents, editors, and providers of other literary
15 services via phone calls, email, and social media, and
16 requesting money, manuscripts, and personal details in
17 exchange for assistance in having their work published. They
18 even create fraudulent documents using our logo. Please do not
19 trust these types of documents, especially if they are sent
20 to you in the form of screenshots. Communications like these
21 are fraudulent.

22 Please be aware that [Publisher M] does not work with or have
23 any relationship with the following:

24 ...
25 PageTurner Press & Media.

26 **F. Victims of the Fraud Scheme**

27 33. Through the investigation, agents have interviewed more than
28 a dozen victims nationwide who fell prey to the book publishing scam
involving PageTurner. The following examples document reports from nine
elderly victims who collectively lost over \$1.9 million as part of the
fraudulent scheme between approximately June 2019 through September
2023. Based on my investigation, the scheme remains ongoing.

1 **1. Victim-1 - R.G.1**

2 34. Based on my review of investigative reports and other
3 documents, I have learned the following. Victim R.G.1 ("Victim-1") is
4 a 67-year-old male resident of Argentina. Victim-1 previously resided
5 in Arizona. Between November 2020 and July 2021, Victim-1 sent a total
6 of \$80,800 to PageTurner. As described below, after discovering he was
7 defrauded, Victim-1 was able to obtain a partial refund from PageTurner.

8 35. Victim-1 reported that in about August 2020, Victim-1 was
9 contacted by a PageTurner publicist named "Danny Evans" who claimed that
10 PageTurner wanted to turn Victim-1's books into a series with Studio N.
11 Evans emailed (using danny.evans@pageturner.us) a letter of endorsement
12 from Studio N which included official-looking Studio N's logos. The
13 letter stated that Victim-1's book "has been picked for the [Studio N]
14 Endorsement, this is under the TV Series adaptation. We are requesting
15 for the book's treatment, showing a comprehensive summary on how to
16 effectively adjust your book into a screenplay. This should accentuate
17 the story's plot, thought, and characters." The letter made further
18 promises purportedly on behalf of [Studio N] as follows:

19 [Studio N] will cover all production and post-production
20 expenses under a strict budget allocation of \$150,000.00 per
21 episode. This includes shooting costs, talent costs, and
22 post-production editing cost, such as graphics, soundtrack,
23 and sound effects. The budget also covers extensive
24 distribution and marketing costs. [Studio N] will exclusively
buy the TV distribution and production rights in the amount
not lower than \$500,000.00. Furthermore, the profit
distribution will be 50% to [Studio N], 38% to the Author,
and 12% to the [Publisher]. Thank you and we look forward
for a more fruitful partnership.

25 36. Over the course of the year, Evans continued to email Victim-
26 1 and requested funds for various additional services such as formatting,
27 marketing, and promotion of Victim-1's books. In addition, Victim-1
28 reported that he exchanged emails and phone messages with "James Adler,"

1 allegedly PageTurner's Senior Book-Agent Acquisition Specialist using
2 the email james.adler@pageturner.us.

3 37. PageTurner representatives alleged that [Studio U] was also
4 interested in Victim-1's work and made promises of associating two A-
5 list Hollywood actors with the project. Evans offered to raise funding
6 and interest for the project in exchange for an initial \$90,000 fee,
7 but eventually that number increased to approximately \$130,000. As a
8 result of these fraudulent representations, Victim-1 stated he made
9 payments totaling approximately \$97,000 via wire transfer and credit
10 card transactions.

11 38. Victim-1 was also contacted by "Stacy Green"
12 (stacygreen@sonyworldwideacquisitions.com) to notify Victim-1 that the
13 project was selected for film production in an alleged joint Studio N /
14 Studio S venture.

15 39. According to Victim-1, in approximately October 2021, Victim-
16 1 became suspicious and contacted Studio-N. Studio-N denied sending a
17 letter of endorsement to Victim-1 or having any connection or dealings
18 with PageTurner. Victim-1 hired an attorney, who filed a civil lawsuit
19 in the Philippines against Innocentrix as the parent company of
20 PageTurner.

21 40. During the litigation, Victim-1 learned that Innocentrix,
22 which is based in Cebu, Philippines, is the parent company for
23 PageTurner; that SORDILLA is Innocentrix's President and CEO; and that
24 Evans also worked for Innocentrix. Victim-1 also obtained a copy of
25 the cease-and-desist letter from Studio-N dated November 23, 2021, which
26 was signed by Studio N's Director of Litigation and addressed to
27 PageTurner. The letter stated:

28 We have recently been informed that Page Turner Press & Media
has sent communications to authors, purporting to show that

1 Page Turner has secured development deals with [Studio N] for
2 development of television or film projects based on those
3 authors' works. We also understand that Page Turner has
4 obtained funds from those authors in connection with these
5 development projects. Attached are samples of documents we
6 have been provided, in which Page Turner purports to have
7 some connection to [Studio N].

8 More than one person has contacted us, explaining that they
9 have been victimized by this scheme. We also understand that
10 Page Turner has many affiliated companies, through which it
11 operates this scheme. We also understand that, when
12 confronted, Page Turner has demanded that an author settle
13 for some portion of the money paid, and sign a release
14 agreeing not to make any claim against Page Turner.

15 [Studio N] has no affiliation with Page Turner Press & Media,
16 nor any of the entities we have been made aware of running
17 the same scheme. We demand that you immediately cease and
18 desist using [Studio N]'s name, trademark(s), logo(s), trade
19 dress and/or associated goodwill in your efforts to promote
20 your services, or to elicit money from anyone. If you have
21 represented to anyone that you have secured development
22 interest from [Studio N] in their project in this manner, we
23 demand that you immediately contact them and inform them of
24 the truth. If you have obtained any money from those authors
25 under the guise of securing a deal with [Studio N], we demand
26 that you return it.

27 41. According to records provided to investigators by Victim-1,
28 on or about November 22, 2021, the cease and desist letter from Studio
N was emailed to finance@pageturner.us and also sent, via FedEx, to Page
Turner, Press and Media at 601 E Palomar Street in Chula Vista, CA 91911.

42. Victim-1 also provided records to investigators showing that
PageTurner agreed to issue a refund to Victim-1 to settle the lawsuit.
On about December 1, 2021, Victim-1 sent his bank account information
to finance@pageturner.us. On the same day, "Finance Team PageTurner"
replied by email to Victim-1 and stated: "We would like to inform you
that pursuant to our prior agreement, we have already sent via bank
deposit the partial amount of \$65,000.00 to your bank today. Attached
is the deposit receipt / transaction details as proof of the said
transaction. You may contact your bank to verify the payment. Thank you.

1 Sincerely, Finance Team PageTurner Press and Media." Attached to the
2 email was a JPMorgan Chase Bank receipt for a \$65,000 deposit into a
3 savings account as proof of the partial refund PageTurner issued to
4 Victim-1 as part of the lawsuit settlement.

5 43. Investigators further corroborated the records provided by
6 Victim-1. A review of the PageTurner's bank records revealed a
7 corresponding \$65,000 check issued to Victim-1 on December 1, 2021,
8 signed by Individual-1. The memo on the check stated, "Refund for the
9 Aailed Services First Half."

10 **2. Victim-2 - R.G.2**

11 44. Based on my review of FBI investigative reports and other
12 documents, I have learned the following. Victim R.G.2 ("Victim-2") is
13 a 76-year-old male resident of Pennsylvania. According to bank records,
14 between September 2021 and March 2022, Victim-2 paid over \$85,000 to
15 PageTurner for various services related to book promotion.

16 45. In 2021, Victim-2 received a cold call from PageTurner's
17 "Richard Johnson," who offered to rebrand Victim-2's book. After an
18 initial \$699 payment, on or about September 17, 2021, Victim-2 was
19 contacted by "Xyrus Mikaelson" (using xyrus.mikaelson@pageturner.us),
20 claiming that "Richard Johnson" had died and that Mikaelson was the new
21 PageTurner representative. Mikaelson explained he could guarantee
22 contracts with mainline publishers and Hollywood producers for \$25,000.
23 Mikaelson provided a familiar sales pitch with the name of famous actors
24 and platitudes about the work PageTurner would provide. The conspirators
25 continued to contact Victim-2 and to ask for funds to pay for a
26 screenplay and create an audiobook.

1 46. In March 2022, Victim-2 realized that PageTurner was not
2 providing the services it had promised for the money it (PageTurner)
3 received, and Victim-2 thereafter stopped sending payments.

4 **3. Victim-3 - R.G.3**

5 47. Based on my review of FBI investigative reports and other
6 documents, I have learned the following. Victim R.G.3 ("Victim-3") is
7 an 89-year-old male resident of Michigan who was interviewed by the City
8 of Midland Police Department in December 2022. Bank records confirm
9 that between June 2019 and March 2020, Victim-3 lost approximately
10 \$88,050 to the PageTurner publishing scam.

11 48. Victim-3 was contacted via email by "Kiara Fausta," Senior
12 Author Advisor for PageTurner. Fausta pitched various projects and
13 services, including creating an audiobook and paying for the Hollywood
14 Producer's Pitch and a Book Retail Service. Victim-3 was reluctant to
15 get involved in the projects, but Fausta sent insistent messages
16 describing various discounts and incentives.

17 49. For example, on or about May 13, 2019, Fausta emailed the
18 victim stating, "I am sending you this e-mail to address your concern
19 with not using us as your Publisher since you don't want to confuse your
20 readers in which we respect a lot. But, since you made an initial payment
21 to that last April for \$3005.00 and in which cannot be refunded anymore
22 I would like you to take advantage of the International Book Exhibit in
23 which information detailed below. And since Page Turner takes care of
24 the \$7200 discount that's why you can have it for \$2699.00 per book in
25 which will give you \$16,194.00 for all six books. Huge discount for
26 you to take advantage."

27 50. In August 2019, Fausta forwarded an email purportedly from
28 Guild 1, a major United States-based association of television and film

1 producers, purportedly signed by "D.S., VP in Productions." The email
2 stated, "Greetings! [Guild 1] would like to Congratulate you as the
3 genius behind the magnificent and breath taking original story of your
4 books.... We have reviewed the portfolio submitted to us by Page Turner
5 Press and Media headed by the Lady behind the beautiful looks Ms. Fausta,
6 it was included in [t]he presentation of titles yet it doesn't have the
7 complete material to be qualified for the Hollywood Pitch (such a
8 dedicated and hard working lady)." The email suggested that Victim-3
9 should continue working with PageTurner to create a screenplay: "The
10 moment you have the Screenplay ready for these three books done by Page
11 Turner Press and Media and have it submitted by your Team Captains Book
12 Project (oh I got to see her again) everything will be all set then."
13 The same email reassured Victim-3 that his fees would be covered: "Don't
14 worry with your expenses, sure thing we got it covered all in our initial
15 bid."

16 51. Victim-3 also received emails from other PageTurner email
17 accounts, including Production Manager "Christopher Samson" and
18 finance@pageturner.us. According to records provided by Victim-3, in
19 June and July 2019, finance@pageturner.us emailed Victim-3 receipts for
20 wire transfers for an audiobook publishing agreement; book retail
21 services; a final payment for Hollywood Producer's Pitch; and a credit
22 card charge for final payment for an audiobook. Victim-3 reported that
23 none of the promises made by PageTurner ever came to fruition.

24 **4. Victim-4 - K.D.**

25 52. Based on my review of FBI investigative reports and other
26 documents, I learned the following. Victim K.D. ("Victim-4") is a 70-
27 year-old male resident of South Dakota. Between 2021 and 2022, Victim-
28

1 4 paid over \$490,000 to PageTurner to convert his books to a movie or a
2 Studio-N series.

3 53. Victim-4 was contacted via email by PageTurner's "Ray Ross"
4 (ray.ross@pageturner.us) who offered to work as Victim-4's agent and to
5 promote his book in the major U.S. newspaper's book review. Victim-4
6 was also contacted by PageTurner representatives "Danny Evans" and
7 "James Adler." Evans asked for money so that Victim-4's book could be
8 made into an audio book to attract major publishers. Victim-4 told
9 investigators that he paid \$11,000 and received the services.
10 Afterwards, Evans presented another proposition to promote the book.
11 When Victim-4 hesitated, Evans called him a coward and forwarded a
12 letter, addressed to Evans and sent purportedly from the publishing
13 company Publisher M.H., which expressed an interest in buying the rights
14 to Victim-4's book. The letter stated that Victim-4's book "passed the
15 final screening" and that Publisher M.H. was "offering the author a
16 contract for title acquisition. Budget and the Production team is now
17 ready for the project to commence. The company has allocated an estimated
18 a budget of \$500,000 for the title acquisition." The letter required
19 Evans to cover additional costs, such as advertising. In reliance on
20 these representations, Victim-4 agreed to take out another magazine ad
21 to promote his book.

22 54. Victim-4 was next contacted by James Adler from PageTurner,
23 who promised to finish the Publisher M.H. deal. Adler also suggested
24 that Victim-4's book could be made into a movie and instructed Victim-
25 4 to wire \$14,000 to PageTurner for a "Hollywood treatment" which would
26 include a screenplay adaptation and a pitch to Hollywood producers. In
27 June 2021, Victim-4 made the \$14,000 payment to PageTurner but claims
28 he never received this service. According to Victim-4, in about

1 September 2021, he told PageTurner representatives to stop contacting
2 him.

3 55. In about November 2021, Victim-4 received an email from "Mark
4 Alvarez" (director.alvarez@themetrofilms.com), who offered to purchase
5 the book and motion picture rights to one of Victim-4's books. In the
6 email, Alvarez stated that the book passed the screening process for a
7 possible movie transition. During a telephone conversation later,
8 Alvarez explained that the screen play would be created by Guild-2, a
9 major U.S. guild, and that the contract would be for more than one \$1
10 million. Victim-4 had some doubts about the deal and contacted
11 PageTurner's "Ray Ross" to verify whether the offer was real. Ross told
12 Victim-4 that the deal was legitimate and that PageTurner and
13 Alvarez/Metro Films were working together. Per Alvarez's instructions,
14 Victim-4 was to pay PageTurner rather than Metro Films because PageTurner
15 was Victim-4's publisher. Based on these representations, in December
16 2021, Victim-4 mailed a check in the amount of \$85,995 to PageTurner at
17 333 H Street, Chula Vista, CA 91910. Victim-4 subsequently received a
18 service contract from PageTurner signed by Individual-1. Victim-4 told
19 investigators that when he inquired about the screenplay, Alvarez sent
20 him a poorly written six-page "treatment." Despite paying \$85,995 to
21 PageTurner for a Metro Films screenplay, Victim-4 did not receive the
22 promised movie script.

23 56. As with other victims of the fraud scheme, the conspirators
24 then pivoted to pitching an alleged deal between Victim-4 and Studio N.
25 In about March 2022, Alvarez told Victim-4 that he wanted to make a
26 video production of all three of Victim-4's books for Studio N and
27 increased the acquisition rights to \$5.4 million. Alvarez asked Victim-
28 4 to send \$120,000 to cover the fees associated with the video

1 production, which Victim-4 did by mailing another check to PageTurner.
2 Victim-4 never received the Studio N miniseries services promised by
3 PageTurner.

4 57. In approximately April 2022, Victim-4 started working with
5 "Isaiah Callum" (director.callum@themetrofilms.com), who claimed to act
6 as the financial person soliciting investors to help produce the film.
7 Callum explained that because Victim-4 was not a well-known author,
8 Victim-4 would need to pay \$200,000 for publicists as a "final
9 requirement" before Victim-4 could receive his money. As discussed more
10 fully below, the domain themetrofilms.com was later linked to members
11 of the conspiracy as is believed to be a fake motion picture studio used
12 to further the fraud scheme.

13 58. Victim-4 traveled to Chula Vista, California to deliver the
14 checks in person, but was turned away by a female secretary. Victim-4
15 then called Ross, who claimed he could not meet in person for COVID-
16 related reasons. Ultimately, Victim-4 was directed to deposit the check
17 at a UPS store located at "600 East Palimore Street, Chula Vista,
18 California." On January 22, 2024, investigators visited the address and
19 located a Postal Annex at 601 East Palomar Street, Chula Vista. Based
20 on my investigation, Postal Annex is an authorized UPS drop-off location.
21 According to the Chula Vista Police Department report, the Postal Annex
22 at this location has a mailbox in the name of PageTurner. After
23 delivering the check as instructed, Victim-4 received another Service
24 Agreement signed by Individual-1 dated April 26, 2022. Despite paying
25 \$200,000 to PageTurner, Victim-4 did not get the publicity services as
26 promised.

27 59. Thereafter, Victim-4 was asked by "Metro Films" to pay for
28 three full page ads in a major U.S. newspaper for a total cost of

1 \$450,000. According to Victim-4, one of the executives at PageTurner,
2 "Ethan Reed," agreed to cover \$129,000 of the cost, Ross agreed to put
3 in \$75,000, and PageTurner as a company agreed to put in \$30,000, leaving
4 the victim responsible for only \$221,000. Victim-4 agreed and, in
5 approximately June 2022, made a partial payment of \$56,700 by check.

6 60. Eventually Victim-4 became suspicious and emailed PageTurner
7 at finance@pageturner.us demanding a refund for the services Victim-4
8 did not receive: the newspaper ad, the publicist team, the Hollywood
9 treatment, and screenplay. According to Victim-4, he did not receive a
10 refund.

11 **5. Victim-5 - T.M.**

12 61. Based on my review of a report an FBI interview with victim
13 T.M. ("Victim-5"), as well as documents provided by Victim-5 to
14 investigators, I learned the following. Victim-5, a then-79-year-old
15 male resident of New York, was interviewed by the FBI in May 2022.
16 Victim-5 reported that he was swindled by a purported publishing company
17 that sold Victim-5 on the dream of turning Victim-5's books into movies.
18 The company claimed that Victim-5 would need to provide "initial funding"
19 for a screenplay before the books could be sold to a motion picture
20 company. Between January 2021 and November 2021, Victim-5 was contacted
21 by individuals who pretended to be representatives from several
22 different media companies. After Victim-5 sent multiple payments over
23 the course of several months, one of the scammers eventually admitted
24 that Victim-5 was likely defrauded, only to refer Victim-5 to a
25 purportedly real publishing company, PageTurner.

26 62. PageTurner representatives told Victim-5 that he would first
27 need to invest in a three-part miniseries. Victim-5 received an email
28 from finance@pageturner.us that explained that the entire treatment

1 would cost \$82,500 for T.M and provided a receipt/marketing agreement
2 from PageTurner. Various PageTurner representatives then promised
3 Victim-5 that his investment would be matched by "Michael Travis," a
4 purported PageTurner executive, at \$353,907. In return for this funding,
5 Victim-5 was expected to receive various services, such as screenplay
6 creation, script development, storyboard, shortlists, hiring of key
7 department heads, location scouting, gear selection, red tape clearance,
8 and cast selection. Once the rights to his books were acquired,
9 according to the promises made by PageTurner, Victim-5 could expect a
10 production with a budget allocation of \$80-\$100 million. Victim T.M was
11 also promised a payment of \$6.4-\$8 million for the TV distribution and
12 production rights. Eventually, on or about November 23, 2021, Victim-
13 5 wired \$77,500 to PageTurner. Victim-5 did not receive any of the
14 services promised by PageTurner.

15 63. Based on my training and experience and knowledge of this
16 investigation, I believe Victim-5 was defrauded as part of the book
17 publishing scam run by PageTurner.

18 **6. Victim-6 - P.B.**

19 64. Based on my interview with victim P.B. ("Victim-6") on May 22,
20 2024, and my review of documents provided by Victim-6, I learned the
21 following. Victim-6 is a 68-year-old female resident of Elk Grove,
22 California. Between May 2023 and September 2023, Victim-6 paid over
23 \$18,000 to PageTurner in connection with promoting her book.

24 65. Victim-6 was contacted by "Ben Alviz" from PageTurner who
25 claimed that her book had received great reviews and offered to get her
26 book to a "traditional publisher." Alviz initially asked for \$1,700 for
27 "book insurance," which Victim-6 paid to PageTurner via a debit card in
28 May 2023. PageTurner representatives also asked Victim-6 to pay for a

1 conversion of her book to a hardcover and an audio book. In September
2 2023, Victim-6 sent a \$10,020 check that was deposited in PageTurner's
3 bank account. Victim-6 never received a hard copy or audio copy of her
4 book.

5 66. Alviz also told Victim-6 that he (Alviz) attended a book fair
6 and that Victim-6 would receive an email from Publisher P, Publisher
7 HBG, Publisher S, or Publisher M. On September 15, 2023, Victim-6
8 received an email from info@macmillan.com.co, purportedly from Publisher
9 M, that confirmed an interest in the rights to publish her book. In
10 early October 2023, "Publisher M" told Victim-6 that she (Victim-6)
11 needed to meet a few requirements that would cost approximately \$10,000
12 in fees. On October 20, 2023, Victim-6 received a purchase and sale
13 agreement signed by several individuals including "J.Y., President and
14 CEO of [Publisher M]." The document was stamped "Certified True Copy"
15 with the signature of Attorney M.G. and Tax Attorney J.S. The agreement
16 offered to pay Victim-6 \$1.2 million to acquire the rights to the
17 paperback and e-book format, and an additional \$1.8 million to purchase
18 the rights to the hardcover and audio book (of the same title). Emails
19 made to look like they were from "Publisher M" representatives explained
20 that additional information and materials might be required to complete
21 the acquisition, and that Victim-6 should collaborate with her literary
22 agent (PageTurner) to provide those. Victim-6 also received a non-
23 disclosure agreement from made to look like they came from Publisher M.

24 67. In November 2023, Victim-6 spoke to Alviz to confirm the
25 Publisher M offer was legitimate. After talking with Alviz, Victim-6
26 sent Alviz a text message stating, "So according to our conversation.
27 This is not a scam and the [Publisher M] offer is legit according to
28 your Contract Director." In December 2023, Victim-6 was contacted by a

1 legitimate Publisher M employee from the Compliance Department and
2 informed she (Victim-6) had been defrauded by PageTurner.

3 68. PageTurner representatives also introduced Victim-6 to
4 "Publisher H." According to Victim-6, the representatives she spoke with
5 from both companies appeared to have a "Filipino" accent. Victim-6
6 eventually contacted Publisher H directly and learned she was being
7 scammed. Victim-6 was told Publisher H did not work with PageTurner
8 and that PageTurner had been blacklisted from doing business with them.

9 69. Victim-6's last communication with a PageTurner representative
10 was on August 13, 2024, when Victim-6 received an email from "Ana" (using
11 email address marketing@pageturner.us). The email said, "We are pleased
12 to inform you that we will now begin with the preparation of your
13 audiobook," and described the next steps for creating the audiobook.
14 According to Victim-6, she responded by pointing out that the PageTurner
15 audiobook project was supposed to be completed 11 months ago, and that
16 Victim-6 never received her hardcopy. Victim-6 requested a refund of
17 the \$10,000 she paid for the audiobook. To date, Victim-6 has not
18 received a response or a refund.

19 70. Based on my training and experience and knowledge of this
20 investigation, I believe Victim-6 was defrauded as part of the book
21 publishing scam run by PageTurner.

22 **7. Victim-7 - S.S.**

23 71. According to financial records received from U.S. Bank
24 regarding PageTurner's bank account, between July 2022 and December
25 2022, PageTurner received over \$340,000 in payments from victim S.S.

26 72. Based on my review of the FBI report from an interview with
27 victim S.S. ("Victim-7"), I learned the following. Victim-7 is a 77-
28 year-old female resident of Syracuse, New York. In May 2023, Victim-7

1 reported to the FBI that Victim-7 was communicating with a PageTurner
2 literary agent Marlou Solitano (marlou.solitano@pageturner.us), who was
3 working to secure a movie deal with Studio S, and had collected funds
4 from SS. on behalf of PageTurner. Solitano later claimed that Victim-
5 7 violated a non-disclosure agreement ("NDA") with Studio S and had to
6 pay a penalty of \$400,000. Victim-7 did not have a copy of the NDA,
7 nor did she recall signing one. Victim-7 made wire transfers and check
8 payments to PageTurner and believed that PageTurner was forwarding the
9 funds to "Hollywood Acquisition" for the penalty of violating the NDA.
10 Victim-7 also believed that Solitano had sold his house to help Victim-
11 7 cover the NDA penalty. Victim-7 was told that Studio S was eventually
12 going to reimburse Victim-7 for her expenses.

13 73. Victim-7 had received emails from "J.H."
14 (info@sonypicturesproductions.com³) whom Victim-7 believed to be an
15 executive at Studio S. J.H. congratulated Victim-7 for raising the
16 funds to pay her penalty so quickly. Victim-7 also communicated with
17 others who used the email address info@sonypicturesproductions.com.
18 Victim-7 showed investigators a printout of a letter she received from
19 J.H. with a Studio S logo on the corner that had J.H.'s name on it.
20 Victim-7 was promised to receive \$12 million when the movie deal was
21 finalized.

22 74. On or about September 9, 2024, investigators interviewed
23 representatives of Studio S and confirmed that the emails used to contact
24 Victim-7 did not originate from a legitimate Studio S domain. Likewise,
25 a search of the internal Studio S database did not reveal a "J.H." in
26 the Studio S employee system.

27
28 ³ The domain name sonypicturesproductions.com was first created on November
27, 2024 and last updated on the same day.

1 **8. Victim-8 - L.F.**

2 75. According to U.S. Bank records, PageTurner's bank account
3 received over \$614,000 in wire transfers from victim L.F. ("Victim-8").

4 76. The **FBI Internet Crime Complaint Center ("IC3")** is an online
5 government portal where an individual or an individual's representative
6 who has been the victim of cyber-crime can file a complaint reporting
7 the criminal activity to the FBI. IC3 involves four main categories of
8 criminal activity, including business email compromise, ransomware
9 attacks, elder fraud, and other cyber-crime. Individuals who file a
10 complaint must also digitally sign the document and affirm that the
11 information they have provided is true and accurate to the best of their
12 knowledge. Complainants must also affirm that they understand that
13 providing false information could make them subject to a fine,
14 imprisonment, or both, under 18 U.S.C. § 1001 (false statement).

15 77. Based on my review of an IC3 report filed by Victim-8, as well
16 as the Los Angeles Sheriff's Department Incident Report of an interview
17 with Victim-8, I learned the following. Victim-8 is an 85-year-old male
18 resident of Valencia, California. In February 2023, Victim-8 reported
19 to law enforcement that between May 2021 and January 2023, he fell victim
20 to the PageTurner book publishing scam. In 2021, a PageTurner literary
21 agent named "Zane Torres" reached out to Victim-8 via email and
22 represented that Publisher H was willing to purchase the rights to
23 publish Victim-8's book for \$600,000; however, a non-disclosure
24 agreement was purportedly needed. Over the next two years, Victim-8
25 wired money to PageTurner. Victim-8 eventually contacted the Publisher
26 H's legal department and learned that he had been defrauded.

1 **9. Victim-9 - D.F.**

2 78. According to U.S. Bank records, from January 2023 through May
3 2023, PageTurner received \$112,500 from victim D.F. ("Victim-9"). Based
4 on my review of the U.S. Postal Inspection Service report of interviews
5 with Victim-9 and Victim-9's daughter, I learned the following. Victim-
6 9 is a 70-year-old resident of Bloomington, Indiana. In March 2024,
7 Victim-9's daughter reported to law enforcement that approximately one
8 year ago, her father (Victim-9) became a victim of a scam. According to
9 the report, Victim-9 was communicating with a literary agent from
10 PageTurner and another individual whom Victim-9 believed to be P.P.,
11 Senior Acquisitions Editor for Publisher Z. By conducting an online
12 search, Victim-9's daughter was able to find the real P.P. who confirmed
13 he had never spoken to Victim-9.

14 79. Victim-9 reported that in approximately 2021, a PageTurner
15 literary agent named "Jason King" reached out to Victim-9 because
16 Publisher Z, a Christian publishing company, was interested in acquiring
17 the rights to his book. According to Victim-9, PageTurner was going to
18 print 94,000 copies of Victim-9's book to distribute and market the book
19 to stores across the United States. Victim-9 believed that following
20 that, Publisher Z would "take over" and pay him \$750,000 plus reimburse
21 him for all the money he has paid in advance. Victim-9 stated he
22 had sent over \$140,000 to PageTurner, which included a large payment for
23 "pre-taxes" that he was required to pay in advance for future book sales
24 in an agreement between PageTurner and "Publisher Z." Victim-9 indicated
25 he took out a second mortgage and cashed out a life insurance policy to
26 come up with the funds to send to PageTurner. Victim-9 was reluctant to
27 discuss the details of the deal because he had signed a non-disclosure
28

1 agreement with PageTurner. Victim-9 stated he has never received any
2 money or compensation from Page Turner or Publisher Z.

3 80. In March 2024, I interviewed a Senior Acquisitions Editor for
4 Publisher Z, which is a part of Publisher H. The editor reported that
5 Publisher Z does not work with PageTurner and had no contract to purchase
6 Victim-9's book. The editor also had never spoken to Victim-9 prior to
7 being contacted by Victim-9's daughter. P.P. reported that in October
8 2023, P.P. had learned about another victim who paid \$18,000 to
9 PageTurner for various publishing services after being scammed by
10 someone impersonating P.P.

11 81. I also reviewed email communications involving PageTurner
12 accounts and discovered that on December 4, 2023, an email was sent from
13 Jason King, Senior Literary Agent, PageTurner, to finance@pageturner.us,
14 referencing a check payment made by Victim-9 for \$106,250 to PageTurner
15 and asking, "Please check if this has been received? The author wrote
16 this to us yesterday 12/2/23 so that we would receive it today and
17 deposit it to our US Bank account. Thank you!" On December 5, 2023,
18 King sent a FedEx tracking number for the check (FedEx #787410167587).
19 I reviewed the tracking number via FedEx's online tracking, which showed
20 the parcel was mailed in Bloomington, IN, on December 4, 2023, and
21 delivered in Chula Vista, CA, on December 5, 2023. Bank records confirm
22 that the check was deposited into PageTurner's U.S. Bank account ending
23 in 8384 on or about January 2, 2024.

24 82. Based on the foregoing, I believe each of the victims discussed
25 above were defrauded as part of a book publishing scam operated by
26 PageTurner and that the scheme was furthered through the use of the
27 mails and through interstate and foreign wire communications. As set
28

1 forth more fully below, through additional investigative steps, the FBI
2 was able to link the fraud scheme to the defendants.

3 **G. Follow-On Investigation**

4 83. On January 31, 2024, the Honorable Daniel E. Butcher, U.S.
5 Magistrate Judge, authorized search warrants for several Google email
6 accounts involved in the PageTurner scam. I reviewed records obtained
7 from Google pursuant to the federal search warrants and discovered
8 evidence of SORDILLA and TAROSA coordinating the PageTurner book
9 publishing scam. As described more fully below, SORDILLA and TAROSA
10 direct Innocentrix employees in the Philippines to pose as PageTurner
11 agents under fictitious names and personas to defraud victims into
12 sending money to PageTurner as part of the fraud scheme.

13 84. During my review of Google records, I discovered internal
14 Innocentrix records listing the names of what I believe are real
15 Innocentrix employees next to fictitious PageTurner identities used by
16 those employees as part of the fraud scheme. In other words, I discovered
17 a key that links real individuals with the fictitious identities they
18 were using as part of the scheme. My belief that certain names are real
19 individuals is buttressed by the fact that I also identified those same
20 names on an Innocentrix document that included employees' names, dates
21 of birth, contact information and emergency contacts.

22 85. For example, through victim interviews, the FBI had identified
23 "Danny Evans" as a fictitious PageTurner identity used during the scheme.
24 In the records I located, "Danny Evans" was keyed to an Innocentrix
25 employee D.R.P.R. As mentioned earlier in this affidavit, I also
26 identified the fictitious PageTurner identity "Ray Ross." In these same
27 records, "Ray Ross" was identified as being linked to an Innocentrix
28 employee named R.A.P. In similar vein, "Xyrus Mikaelson" was identified

1 as an alias used by P.J.B.M.; and "Marlou Solitano" was associated with
2 M.S.A. As described above, these and other PageTurner aliases (believed
3 to be used by Innocentrix employees) were in communication with known
4 victims using the PageTurner domain and associated email addresses.

5 86. Google records also included audio files with approximately
6 50 recorded "sales pitch" phone calls between PageTurner representatives
7 and victims that were then forwarded to SORDILLA and/or TAROSA for the
8 purpose of discussing internal approvals for conducting business with
9 victims. Based on my training and experience, these emails indicate
10 that SORDILLA and TAROSA oversee PageTurner's operations and personally
11 coordinate the fraud scheme.

12 87. There is also evidence that SORDILLA and TAROSA personally
13 pose as PageTurner employees and contact victims as part of the fraud
14 scheme.

15 **H. SORDILLA and TAROSA'S Roles in the Conspiracy**

16 88. **SORDILLA supervises the conspirators.** As mentioned, SORDILLA
17 is a citizen of the Philippines. In December 2022, SORDILLA applied
18 for a visa to enter the United States. On his visa application, SORDILLA
19 listed his email address as mike.sordilla2013@gmail.com. I have reviewed
20 evidence in that Google account and found emails to SORDILLA referencing
21 PageTurner activities and copying PageTurner email addresses. Based on
22 my investigation, SORDILLA goes by the name Mike Sordilla. Based on
23 these factors, I believe the user of mike.sordilla2013@gmail.com is
24 SORDILLA.

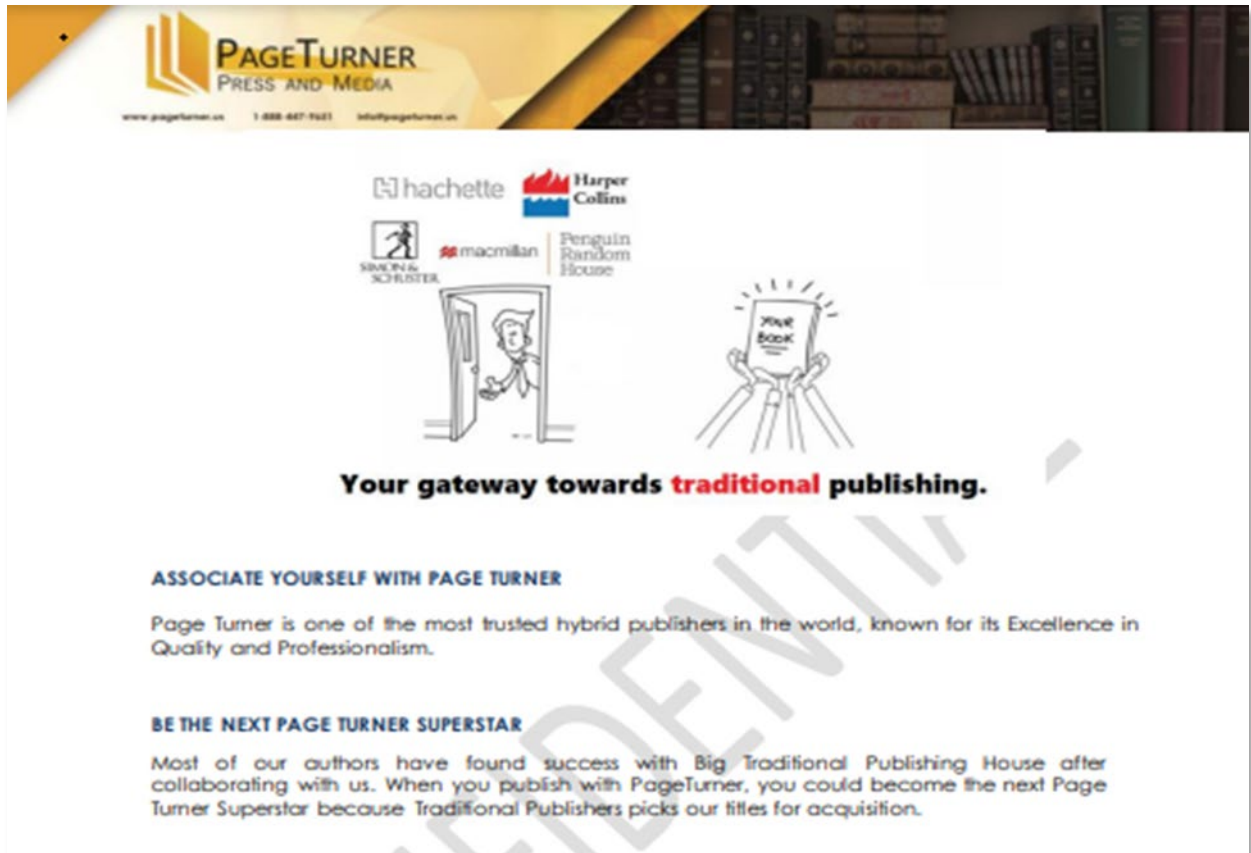
25 89. I have reviewed evidence in the account and found emails to
26 SORDILLA referencing PageTurner activities or copying PageTurner email
27 addresses.

90. For example, on November 29, 2021, SORDILLA was copied on an email from an Innocentrix employee. The email's subject line stated, "3rd Category | Marketing and Publishing Proposals for PageTurner Press and Media." In the email, the employee wrote, "Hi Team. Here are the raw proposals for your reference. Please see attached files. may the odds be in your favor." The email also contained a "confidential" booklet entitled "Official Publishing and Marketing Proposal":



91. The proposal booklet encouraged authors to "associate" with PageTurner to become "the next Page Turner Superstar." The booklet

1 included official logos for Publisher H, Publisher S, Publisher and
 2 Publisher P, and promised that "Most of our authors have found success
 3 with Big Traditional Publishing House after collaborating with us." It
 4 also claimed that "When you publish with PageTurner, you could be the
 5 next Page Turner Superstar because Traditional Publishers picks [sic]
 6 our titles for acquisition."



92. As discussed earlier, I interviewed representatives from
 Publishers M and Publisher H and confirmed that PageTurner had no
 connection or business relationship with any of these companies.
 Additionally, as outlined in more detail above, I interviewed Victim-
 6 and learned that in September 2023, P.B. was told by "Ben Alviz" from
 PageTurner that she will hear from Publisher P, Publisher S, or Publisher
 M. Victim-6 subsequently received fake communications from Publisher M
 and Publisher H.

1 93. **The Conspirators Impersonate a Movie Studio.** On January 21,
2 2022, SORDILLA received an email from an Innocentrix employee seeking
3 guidance about managing "The Metro Films website," including responding
4 to email submissions and inquiries. The employee had been instructed
5 to consult SORDILLA before responding to "anything." The email asked,
6 "Should I respond with the template that we created as confirmation of
7 receipt of email, sir?" The employee also specifically asked for "the
8 best course of action" for the correspondence "between Director Mark and
9 authors."

10 94. Based on my training and experience and knowledge of this
11 investigation, I believe "Director Mark" to be "Mark Alvarez," an alias
12 that, including the email address "director.alvarez@themetrofilms.com,"
13 was used to defraud Victim-4, who was discussed earlier.

14 95. Investigators also obtained business records from NameCheap
15 for the domain themetrofilms.com from NameCheap, a domain name
16 registrar. The domain themetrofilms.com was registered on November 2,
17 2021 by Individual-1 using the email address admin@pageturner.us and
18 PageTurner's official address at 601 E. Palomar Street in Chula Vista,
19 California. Based on my training and experience, I believe the domain
20 themetrofilms.com was registered in furtherance of the conspiracy in
21 order to defraud victims, including Victim-4, into thinking a major
22 motion picture studio had interest in purchasing victims' works.

23 96. On June 20, 2022, both SORDILLA and TAROSA received an email
24 from a "publicity and content marketing specialist" at PageTurner, who
25 addressed them as "Sir Mike" and "Sir Bry," and asked to review and
26 approve template responses to "the concerns regarding The Metro Films."
27 The email incorporated two separate templates: one for the "sales team"
28 and one for customers. Based on my training and experience, I believe

1 these emails demonstrate the coordination and control by SORDILLA and
2 TAROSA over the fraudulent network of scammers, the use of the domain
3 themetrofilms.com in furtherance of the fraud scheme, and the oversight
4 of SORDILLA and TAROSA over other members of the conspiracy.

5 97. Specifically, the sales team template states, "Some companies
6 have been busy sending false communications to our clients, things that
7 can potentially hamper our business and operations. Hence as part of the
8 precautionary measures we are taking, we would welcome any reports from
9 you, however small they may seem to you—anything reported and/or shared
10 by your clients...." Sales team members were instructed to forward any
11 derogatory information (posts, articles) about the business or
12 operations of Metro Films to SORDILLA directly.

13 98. The customer template further said, "We have been made aware
14 of the fact that some people are posing as part of The Metro Films and
15 have sent you a rejection email. Please know that your story is still
16 part of our existing pool of projects."

17 99. On June 22, 2022, info@pageturner.us forwarded an email from
18 Victim-4 to SORDILLA and said, "Good morning, Sir Mike. Forwarding this
19 to you." On June 29, 2022, SORDILLA forwarded to himself an audio file
20 containing a recorded call with Victim-4.

21 100. **SORDILLA is identified as PageTurner's "Michael Travis."** In
22 addition to supervising Innocentrix workers who scam elderly authors
23 under the PageTurner name, the investigation revealed that SORDILLA also
24 pretends to be a PageTurner employee himself. Specifically, I identified
25 SORDILLA as using the alias "Michael Travis." The Google search warrant
26 return for the email account michael.travis@pageturner.us indicates the
27 account was created on about July 7, 2018, with "Michael Travis" as the
28

1 subscriber, and SORDILLA's email, mike.sordilla2013@gmail.com, which is
2 discussed above, as the recovery email address.

3 101. The email account michael.travis@pageturner.us is linked to
4 several victims discussed above because this account was either copied
5 on emails to victims or used to communicate about victims with other
6 PageTurner accounts. For example, on August 14, 2020,
7 xyrus.mikaelson@pageturner.us emailed michael.travis@pageturner.us
8 (with cc to sales.admin@pageturner.us and james.adler@pageturner.us),
9 with subject line "Frankie Approval | [Full Name of Victim-3]." The
10 email stated: "Hello Boss Mike, For your approval. PT ID: PT0005547.
11 Name of the Author: [Full Name of Victim-3]. Name of the Lead Owner:
12 James Adler. Lead Status: Sold Lead. Total Amount to sell:5000. Services
13 to sell: Marketing. Additional Notes: This is to allow the author to
14 hear another voice and to penetrate for other marketing services."

15 102. On August 27, 2020, michael.travis@pageturner.us wrote to
16 james.adler@pageturner.us: "James, Call [Full Name of Victim-3] and have
17 him complete the questionnaire for audiobook." Adler replied, "Hello
18 Boss, Copy Thank you boss."

19 103. On September 30, 2021, michael.travis@pageturner.us was copied
20 on an email from robert.johnson@pageturner.us to finance@pageturner.us
21 with subject line: "WIRED | 20,001 | [Full Name of Victim-2] | FULL
22 PAYMENT." The body of the email contained the wire payment details
23 including the victim's name, address, phone number, book title, as well
24 as the purported service described as "HOLLYWOOD ACE, HOLLYWOOD
25 PRODUCER'S PITCH."

26 104. In summary, SORDILLA is linked to Victim-1 (thorough
27 communications with "Danny Evans"); Victim-2 (through communications
28 with "Mikaelson"); Victim-3 (through communications with "Fausta")'

Victim-4 (through communications with "Tim Nola," "Ray Ross," "James Adler," "Mark Alvarez" and "Isaiah Callum"); and Victim-5 (through communications with "Sasha Hale" and "Savannah Hadley").

105. Specifically, from April 2021 to January 2023, SORDILLA:

- was included in group emails with Danny.Evans, the publicist who claimed PageTurner could turn books into Studio N series, approximately 211 times;
- was included in group emails with Ray.Ross approximately 226 times;
- was included in group emails with James.Adler approximately 107 times;
- was included in group emails with Mikaelson approximately 221 times;
- was included in group emails with Savannah Hadley approximately 117 times;
- emailed Director.Alvarez from Metro Films approximately 5 times from November 2021 to February 2022.

106. **TAROSA also Supervises the Conspirators.** Email evidence shows that in his role as Vice President of Operations for Innocentrix, TAROSA is also responsible for supervision of the fraud scheme involving PageTurner. Like SORDILLA, TAROSA also poses as PageTurner employees.

107. For example, on March 26, 2023, info@pageturner.us emailed TAROSA (at btarosa@innocentrix.gmail.com) asking for a new author "lead" to be assigned. The email included the author's full name, phone number, email address, and the book title, and was signed by "Author Care Support Officer" at PageTurner Press and Media. The message also stated "The author recently completed a historical novel, 'Bathsheba and the King,'

1 a manuscript of 128,514 words and she's looking forward to publish it.
2 The book was never published prior to her contact with us."

3 108. As discussed earlier, on June 20, 2022, TAROSA (along with
4 SORDILLA) received an email from a "publicity and content marketing
5 specialist" at PageTurner, asking to approve template responses to
6 concerns about The Metro Films. The email was sent to
7 brian.tarrosa@pageturner.us and the sender addressed TAROSA as "Sir
8 Bry." Based on my training and experience, I believe TAROSA is the user
9 of the brian.tarrossa@pageturner.us account and uses the Brian Tarossa
10 identity at PageTurner. First, the name is almost identical to TAROSA's
11 actual name, with his first name simply spelled Brian instead of BRYAN
12 [TAROSA]. Moreover, the last name is the same but with an extra "S"
13 added. In addition, in the email, the sender addresses
14 brian.tarossa@pageturner.us as "Sir Bry." In other emails seized as part
15 of this investigation, involving TAROSA's Innocentrix email, TAROSA is
16 similarly referred to as "Sir Bry."

17 109. My belief that TAROSA's uses the fictitious identity "Brian
18 Tarrosa" is further buttressed by the fact that on September 26, 2023,
19 an email sent from ezra.boquiren@pageturner.us to TAROSA's Innocentrix
20 email address (btarosa.innocentrix@gmail.com), with carbon copy to
21 finance@pageturner.us, requested approval to give a discount to an
22 author after a PageTurner agent "squeezed out the money from him."
23 Notably, the email starts by addressing TAROSA as "Sir Bry":

24 Hi Sir Bry,

25 Good day!

26 I would like to request a discount approval for this author.

27 ...
28

1 The author paid \$5,000. He is still lacking \$425. The author
2 is in his limit and can't pay more. In fact, I just squeezed out
3 the money from him.

4 This is the first time I'm requesting a discount approval. I
5 hope this gets approved.

6 Thank you, Sir!

7 Regards,

8 Ezra Boquiren

9 Senior Literary Agent

10 PageTurner Press and Media

11 110. On the same date, September 26, 2023, TAROSA replied (with
12 carbon copy to finance@pageturner.us), "Hi Ezra, This is approved."

13 111. Based on my investigation, I believe TAROSA uses the identity
14 of "Brian Tarrosa, Director of Operations" for PageTurner, to supervise
15 the fraudulent scheme. For example, On January 24, 2023,
16 jhecris.juarez@pageturner.us wrote to TAROSA (using
17 brian.tarrosa@pageturner.us):

18 Hello Sir Brian,

19 How are you? I hope you are well,

20 Forwarding to you this email from Finance, we are hoping for your
21 approval regarding this request so we can proceed to the next step. I
22 appreciate your response, Thank you!

From: Brian Tarrosa <brian.tarrosa@pageturner.us>
Sent: 1/24/2023 8:58:07.000 PM
Received: 1/24/2023 8:58:20.000 PM
To: Jhecris Juarez <jhecris.juarez@pageturner.us>, PageTurner Press and Media Finance <finance@pageturner.us>, Xyrus Mikaelson <xyrus.mikaelson@pageturner.us>
Subject: Re: Sale I Judith Cheydleur I \$150 I Initial Payment

Hi Finance,

This has my approval, just ask for the recording or email trail.

All the best,

Brian Tarrosa
 Director of Operations



601 E. Palomar St.,
 Chula Vista, CA 91911
Phone: 1-888-447-9651 ext. 105
Fax: (619) 632-6328
Email: brian.tarrosa@pageturner.us
Website: www.pageturner.us

112. **TAROSA is also identified as the user of the alias "Christopher Samson."** TAROSA also uses the false identity of PageTurner Production Manager "Christopher Samson" (christopher.samson@pageturner.us) to participate in the scam. On September 28, 2021, christopher.samson@pageturner.us sent an email to SORDILLA at michael.travis@pageturner.us and mike.sordilla2013@gmail.com and attached an official Philippines government form (application for transfer of voter registration record) for TAROSA containing TAROSA's personal voter registration record. The application listed TAROSA's new address in Talisay City, Cebu, Philippines.

113. As discussed above, on November 29, 2021, SORDILLA and christopher.samson@pageturner.us received an email that included the confidential PageTurner marketing booklet which falsely claimed PageTurner's connections with Publisher H, Publisher M, and other legitimate publishers.

114. "Christopher Samson" was also copied on communications between PageTurner agents and Victim Victim-3. Additionally, Victim-1 reported that he emailed "Christopher Samson" numerous times after being defrauded. For instance, on October 27, 2021, Victim-1 emailed finance@pageturner.us demanding a refund, and stated "In short, your agents lied, deceived, and extorted to an unprecedented degree to get my business, selling a 'movie deal' but using fraudulent documents and reports to seal my trust in you; a criminal offense. I reached out to your staff three times, hoping to work things out nicely, but was either lied to about costs applied, or ignored." On the same day, finance@pageturner.us forwarded Victim-1's email to "Christopher Samson."

115. Based on my training and experience and knowledge of the investigation, I believe TAROSA is linked to multiple fictitious identities, including Brian Tarossa and Christopher Samson, which he uses to further the fraudulent scheme.

I. SORDILLA Impersonates PageTurner Owner at the Better Business Bureau

116. Based on my investigation, I believe SORDILLA also furthers the fraudulent scheme by making PageTurner appear to have a legitimate company presence in the United States, despite SORDILLA's operations in the Philippines. One of the ways this can be accomplished is by attempting to get accreditations and recognition from consumer protection entities.

117. For example, PageTurner's website displays a Better Business Bureau ("BBB") accreditation logo. Business records from BBB regarding PageTurner confirm that on or about February 28, 2023, Individual-1's debit card was used to pay for PageTurner's BBB accreditation. According

1 to BBB records, on May 10, 2023, email address info@pageturner.us
2 contacted BBB to inquire about the status of PageTurner's accreditation:
3 "How soon can we get the accreditation? It has been two months since
4 the last time we visited your office in San Diego. I hope we can already
5 get positive feedbacks."

6 118. On or about October 11, 2024, investigators interviewed S.D.,
7 a business relations representative for BBB. S.D. first learned about
8 PageTurner on February 28, 2023, when PageTurner representatives came
9 into the BBB office without an appointment. According to S.D., three
10 individuals were present at that meeting: Individual-1, Individual-2,
11 and a third person, described as the boyfriend of Individual-2. The
12 purpose of the meeting was to discuss PageTurner's accreditation
13 process.

14 119. S.D. recalled that Individual-1 and Individual-2 were in
15 charge, with Individual-2 listed as the owner of PageTurner and
16 Individual-1 as the secondary contact. During the FBI interview, S.D.
17 was shown images of SORDILLA and TAROSA. S.D. identified the photo of
18 SORDILLA as the person who presented himself as Individual-2, which as
19 previously mentioned is a relative of SORDILLA. PageTurner paid for the
20 accreditation process that day. Based on my investigation, I believe
21 SORDILLA misrepresented his identity to obtain BBB business
22 accreditation for PageTurner in the Southern District of California.

23 120. S.D. was asked if PageTurner representatives mentioned
24 Innocentrix or any overseas operations by PageTurner. S.D. stated that
25 S.D. was not aware of any affiliations PageTurner had with other
26 companies, and there were no mentions of PageTurner operating overseas.

27 121. S.D. recalled that when the PageTurner group had come to the
28 BBB office, they took several photos of the BBB office space, including

1 with S.D. in some of the photos. S.D. was told the photos would be used
2 by PageTurner to post on its social media accounts.

3 122. In my review of SORDILLA's email account, I found an image of
4 SORDILLA and TAROSA at BBB, which is excerpted below. Based on my
5 knowledge of their respective likenesses, the person on the left is
6 BRYAN TAROSA, and the person on the right, carrying what appears to be
7 a black Louis Vuitton purse or attaché, is MICHAEL SORDILLA. The person
8 in the middle of the picture, who has been redacted, is S.D., the BBB
9 employee. Based on my investigation, I believe Individual-1; SORDILLA,
10 posing as Individual-2; and TAROSA visited the BBB to obtain the
11 accreditation from BBB.



123. Based on the foregoing, I believe SORDILLA and TAROSA work together and with others to defraud elderly Americans as part of a sophisticated book publishing scam.

CONCLUSION

124. For all the reasons described above, I submit that there is probable cause to believe that September 25, 2017, and continuing through at least on or about December 8, 2024, in the Southern District of California and elsewhere, defendants MICHAEL CRIS TRAYA SORDILLA and BRYAN NAVALES TAROSA knowingly and intentionally conspired with each other and others known and unknown to commit mail fraud, in violation of 18 U.S.C. § 1341, and wire fraud, in violation of 18 U.S.C. § 1343, all in violation of Title 18, United States Code, Section 1349.

REQUEST FOR SEALING

125. It is further respectfully requested that this Court issue an Order sealing, until further order of this Court, all papers submitted in support of this complaint, including the probable cause statement and arrest warrants. Sealing is necessary because premature disclosure of the existence of the warrants will seriously jeopardize the investigation in that it could cause the targets to flee, or to tamper with or destroy information still in their possession, and could alert conspirators to the existence of the investigation causing them to tamper with or destroy evidence or notify confederates.

I declare under penalty of perjury that the foregoing is true and correct.



Jessica Hefron
Special Agent, FBI