United States Court of Appeals
For the First Circuit

No. 21-1823

UNITED STATES OF AMERICA,

Appellee,

v.

JASIEL F. CORREIA, II,

Defendant, Appellant.

APPEAL FROM THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

[Hon. Douglas P. Woodlock, U.S. District Judge]

Before

Lynch, Selya, and Howard,
Circuit Judges.

Daniel N. Marx, with whom William W. Fick and Fick & Marx LLP
were on brief, for appellant.
Mark T. Quinlivan, Assistant United States Attorney, with
whom Rachael S. Rollins, United States Attorney, was on brief, for
appellee.

November 28, 2022

SELYA, **Circuit Judge**. At a youthful age, defendant-appellant Jasiel F. Correia, II, successfully persuaded investors to back his SnoOwl app. He then parlayed his work as an innovator and entrepreneur into a stunning electoral victory, winning office (at the age of twenty-three) as mayor of the city of Fall River, Massachusetts (the City). But the swiftness of the defendant's rise was matched by the swiftness of his fall: a federal grand jury indicted him on charges relating to his SnoOwl promotion, and a superseding indictment added charges relating to public corruption. The defendant did not seek a severance and, following an eighteen-day trial, he was convicted on most of the charges. The district court set aside some convictions, but let others stand and sentenced the defendant to serve seventy-two months in prison. The defendant now appeals. After careful consideration of a chiaroscuro record, we affirm.

I

We start with the relevant facts, recounting them "in the light most hospitable to the verdict, consistent with record support." United States v. Tkhilaishvili, 926 F.3d 1, 8 (1st Cir. 2019). We divide this discussion into three parts. First, we set out the facts supporting the defendant's convictions for wire fraud. Second, we set out the facts supporting his convictions under the Hobbs Act. Third, we trace the travel of the case.

A

In late 2012, while a college student, the defendant began putting together a plan to develop an app called SnoOwl. For help, he enlisted three people: his then-roommate, a friend from high school, and a software engineer. The defendant hoped that SnoOwl, when perfected, would enable consumers to find events, specials, and services being offered by businesses near them.

To realize this vision, though, seed money had to be obtained. The defendant assumed responsibility for courting potential investors. Over time, he persuaded at least five people to invest in the endeavor. All five testified at trial, but we focus the lens of our inquiry on two of them: Mark Eisenberg and Victor Martinez. Eisenberg was a business coach who had previously owned or operated firms in various industries. Martinez — a friend of Eisenberg's — ran a chain of pizza restaurants.

Eisenberg and Martinez first met the defendant on November 4, 2014. During that meeting, the defendant lauded the prospects of SnoOwl and asked them to invest $50,000 toward its development. As part of his pitch, the defendant told them about his background. Most relevant here, he described his previous experience "develop[ing] an app." That app — which the defendant had developed with a fellow student, Alec Mendes, while at Providence College — was called FindIt. Like SnoOwl, FindIt's purpose was to help consumers identify local businesses that were

advertising specials and accepting coupons. FindIt earned money by charging businesses for advertisements — and over the entire span of its existence, FindIt generated only a few thousand dollars in revenue.

At their initial meeting, the defendant informed Eisenberg and Martinez that FindIt was "eventually sold to a group out of Cambridge." This unidentified group — as the defendant told it — then "turned around and sold [the app] to Facebook." Eisenberg recalled being "impress[ed]" by this feat, and he remembered that the defendant had indicated that he received money from FindIt's sale.

The defendant's account of FindIt's success was at odds with the tale told by the record. In point of fact, there was no evidence that FindIt was ever purchased by an outside group from Cambridge or elsewhere. To the contrary, Mendes testified that FindIt was abandoned and went offline. Around the same time, Mendes and the defendant agreed to divide FindIt's assets amongst themselves. The defendant received a payout of approximately $2,000 — but nothing in the record suggests that those funds derived from any sale of the app or its underlying source code.

Unaware of FindIt's ignominious ending, Eisenberg and Martinez "believe[d] [the defendant's] representations." Eisenberg testified unequivocally that he would not have invested

in SnoOwl had he "known that there was no college app that was sold to people in Cambridge, who then sold it to Facebook."

The day after meeting with the two investors, the defendant sent them an email attaching, among other things, "an updated business plan." The business plan included information on SnoOwl's expenses — specifically, $6,750 per month for software, $179 per month for server space, and $8,000 for a legal-fee obligation. The business plan also represented that "[o]ther costs associated with running the day-to-day operation of SnoOwl are negligible," adding a caveat that "[f]uture expenses will include hiring new talent and contractors, providing livable salaries to employees, and cloud server space."

Eisenberg and Martinez each agreed to invest $25,000 in SnoOwl in exchange for a 3.5% equity stake. These details were confirmed by email and — to aid in formalizing the investments — the defendant emailed each of them an "investor agreement." Through the investor agreements, the defendant committed to (among other things) "not sell[ing], assign[ing], transfer[ring] or otherwise convey[ing] business assets . . . owned, held by or owed to the Company . . . except in the ordinary course of business, without the Investor's consent." The agreement further required SnoOwl to act responsibly "to protect the integrity of the company and the investment." Eisenberg signed the agreement, but the record is tenebrous as to whether Martinez actually signed. What

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