

Defendants *in rem.* :

Plaintiff, United States of America, by its attorney, Paul J. Fishman, United States Attorney for the District of New Jersey (by Marion Percell, Assistant United States Attorney), brings this Verified Complaint for Forfeiture *in Rem* and alleges as follows, in accordance with Rule G(2) of the Supplemental Rules for Admiralty or Maritime Claims and Asset Forfeiture Actions, Federal Rules of Civil Procedure.

NATURE OF THE ACTION

1. This is a civil action *in rem* to forfeit and condemn to the use and benefit of the United States the above-captioned real and personal property (the “defendant properties”) as (1) property that constitutes or is derived from proceeds traceable to an offense in violation of Title 18, United States Code, Section 1343, and a conspiracy to commit such an offense, in violation of Title 18, United States Code, Section 1349, and subject to forfeiture pursuant to Title 18, United States Code, Section 981(a)(1)(C), as representing property which constitutes or is derived from proceeds traceable to a specified unlawful activity and a conspiracy to commit such an offense; and (2) property that was involved in a transaction or attempted transaction in violation of Title 18, United States Code, Sections 1956 and 1957, and property traceable to such property, and subject to forfeiture pursuant to Title 18, United States Code, Section 981(a)(1)(A).

THE DEFENDANTS IN REM

2. The defendant properties consist of:
 - a. The following real properties (collectively, the “defendant real properties”):
 - i. The real property located at 164 Chestnut Street, Borough of Englewood Cliffs, County of Bergen, New Jersey, the record owner of which is Keila Ravelo (“164 Chestnut Street”);
 - ii. The real property located at 5506 Inspiration Terrace, City of Bradenton, County of Manatee, Florida, the record owner of which is Worldwide Life Design, LLC (“5506 Inspiration Terrace”);
 - iii. The real property located at 465 Brickell Avenue, Unit 4002, City of Miami, County of Miami-Dade, Florida, the record owner of which is Keila Ravelo (“Brickell Avenue Unit 4002”);
 - iv. The real property located at 465 Brickell Avenue, Unit 4001, City of Miami, County of Miami-Dade, Florida, the record owner of which is Keila Ravelo (“Brickell Avenue Unit 4001”); and

v. The real property located at 1740 Taylor Avenue, Borough of the Bronx, County of Bronx, the record owner of which is Melvin Feliz (“1740 Taylor Avenue”); and

b. One 2009 Bentley Continental Flying Spur sedan, Vehicle Identification Number (VIN) SCBBP93W39C061317 (the “defendant Bentley”).

3. The defendant real properties have not been seized, and the United States does not request authority from the Court to seize the defendant real properties at this time.

4. With respect to the defendant real properties, the United States, as provided by 18 U.S.C. § 985(c)(1) and Supplemental Rule G(4)(b), will do the following:

- a. post notice of this action and a copy of the Verified Complaint for Forfeiture *in Rem* on the defendant real properties;
- b. serve notice of this action on the owners of the defendant real properties, along with a copy of this complaint;
- c. send notice of the action and a copy of the complaint to any person who reasonably appears to be a potential claimant on the facts known to the government; and
- d. file a *lis pendens* against each of the defendant real properties with the appropriate County Clerk’s Office.

5. The defendant Bentley is the subject of a seizure warrant issued by the Honorable Joseph A. Dickson, U.S. Magistrate Judge, on or about December 19, 2014.

JURISDICTION AND VENUE

6. Plaintiff brings this action *in rem* in its own right to forfeit and condemn the defendant properties. This Court has jurisdiction over an action commenced by the United States under 28 U.S.C. § 1345, and over an action for forfeiture under 28 U.S.C. § 1355(a).

7. This Court has *in rem* jurisdiction over the defendant properties under 28 U.S.C. 1355(b). Upon the filing of this Verified Complaint, plaintiff requests that the Clerk of the Court issue an arrest warrant *in rem* pursuant to Supplemental Rule G(3)(b)(i), which plaintiff will execute upon the defendant Bentley pursuant to 28 U.S.C. § 1355(d) and Supplemental Rule G(3)(c).

8. Venue is proper in this district pursuant to 28 U.S.C. § 1355(b)(1), because the acts or omissions giving rise to the forfeiture occurred in this district.

9. With respect to 164 Chestnut Street, venue is also proper in this district pursuant to 28 U.S.C. § 1395, because this defendant property is located in the District of New Jersey.

BASIS FOR FORFEITURE

10. The defendant properties are subject to forfeiture (1) pursuant to Title 18, United States Code, Section 981(a)(1)(C), as property, real or personal,

which constitutes or is derived from proceeds traceable to violations of Title 18, United States Code, Section 1343, which is a specified unlawful activity within the meaning of Title 18, United States Code, Section 1956(c)(7), and a conspiracy to commit such an offense, in violation of Title 18, United States Code, Section 1349; and (2) pursuant to Title 18, United States Code, Section 981(a)(1)(A), as property, real or personal, that was involved in a transaction or attempted transaction in violation of Title 18, United States Code, Sections 1956 and 1957, and property traceable to such property.

FACTS

A. Background

11. At various times relevant to this Civil Complaint for Forfeiture *in Rem*:

a. Keila D. Ravelo (“Ravelo”) and Melvin Feliz (“Feliz”) resided in New Jersey and maintained a Citibank joint bank account ending in 4286, held in the names of Melvin Feliz and Keila Ravelo (the “Joint Bank Account”).

b. Ravelo was an attorney who practiced law in New York.

c. “Law Firm 1” was a law firm in New York. Ravelo was a partner at Law Firm 1 from prior to 2008 to approximately October 1, 2010.

d. “Law Firm 2” was a law firm in New York. Ravelo was a partner at Law Firm 2 from approximately October 1, 2010, to and through approximately November 14, 2014.

e. “Client 1” was a client of Law Firm 1 during the time period when Ravelo was a partner at Law Firm 1 and was a client of Law Firm 2 during the time period when Ravelo was a partner at Law Firm 2.

f. “Vendor 1” was a limited liability company that was formed in or about January 2008. Vendor 1 purportedly provided millions of dollars in litigation support services to Law Firm 1 and Law Firm 2 and received payments of more than \$5,000,000 from Law Firm 1 and Law Firm 2 for these alleged services. In reality, however, Vendor 1 provided little or no services to Law Firm 1 and Law Firm 2. Moreover, the majority of the money that went into Vendor 1’s bank account from Law Firm 1 and Law Firm 2 was either: (i) transferred directly out of Vendor 1’s bank account to pay for Ravelo’s or Feliz’s personal expenses, or (ii) transferred into Ravelo’s and Feliz’s Joint Bank Account.

g. “Vendor 2” was a limited liability company formed in or about April 2011. Vendor 2 purportedly provided services to Law Firm 2 and received payments in excess of \$750,000 from Law Firm 2 for these alleged services. In reality, however, Vendor 2 provided little or no services to Law Firm 2. Moreover, the majority of the money that went into Vendor 2’s bank account from Law Firm 2 was either: (i) transferred directly out of Vendor 2’s bank account to pay for Ravelo’s or Feliz’s personal expenses, or (ii) transferred into Ravelo’s and Feliz’s Joint Bank Account.

h. Records obtained for the Joint Bank Account reveal that the majority of the funds in the account were used to pay for the personal expenses or investments of Ravelo and/or Feliz.

B. Summary of the Investigation

12. As explained in more detail herein, an investigation conducted by the Internal Revenue Service and the Drug Enforcement Administration into the fraudulent activity of Ravelo and Feliz revealed that Ravelo worked for Law Firm 1 and Law Firm 2 on matters involving Client 1 and that Ravelo and Feliz either created or caused Vendor 1 and Vendor 2 to be created, including having bank accounts opened in Vendor 1's and Vendor 2's names, and thereafter controlled payments out of these bank accounts. The investigation further revealed that Ravelo and Feliz then used Vendor 1 and Vendor 2 fraudulently to obtain money from Law Firm 1, Law Firm 2, and Client 1 by submitting or causing the submission of invoices for work that was not performed. Moreover, the investigation revealed that the majority of the fraudulently obtained funds were used to pay for the personal expenses and investments of Ravelo and Feliz.

C. The Fraudulent Activity

13. Prior to 2008, Ravelo joined Law Firm 1 as a Partner. Ravelo thereafter worked on a litigation matter concerning Client 1.

14. Records demonstrate that between approximately January 25, 2008, and approximately November 23, 2010, Law Firm 1 paid Vendor 1 more than \$2,000,000 for litigation support services. Ravelo, in her capacity as a

partner at Law Firm 1, approved many, if not all, of the payments from Law Firm 1 to Vendor 1. The investigation revealed that Vendor 1 provided little or no services to Law Firm 1.

15. On or about October 1, 2010, Ravelo joined Law Firm 2 as a Partner. Ravelo thereafter worked on the same litigation matter concerning Client 1 while at Law Firm 2.

16. Records demonstrate that between approximately September 1, 2010 and August 2014, Law Firm 2 paid Vendor 1 more than \$2,000,000. Ravelo, in her capacity as a partner at Law Firm 2, approved many, if not all, of the payments from Law Firm 2 to Vendor 1. The investigation revealed that Vendor 1 provided little or no services to Law Firm 2.

17. Over the course of this investigation, law enforcement officers have identified and spoken with individuals allegedly employed by and/or associated with Vendor 1 and/or Vendor 2. For instance, law enforcement officers interviewed the individual who opened up the bank account in the name of Vendor 1 ("Individual 1"). Individual 1 stated that: (a) Feliz flew Individual 1 to Nevada; (b) while in Nevada, Feliz had Individual 1 open a bank account for Vendor 1; (c) Individual 1 thereafter provided signed blank checks associated with the account Individual 1 had opened for Vendor 1 to Feliz; and (d) Individual 1 did not have any substantive involvement with any business activity of Vendor 1.

18. Records also demonstrate that between approximately May 18, 2011, and August 17, 2012, Law Firm 2 paid Vendor 2 more than \$750,000. For instance, on January 24, 2013, Law Firm 2 caused an interstate wire transfer, which wire transfer was routed through New Jersey, to be sent to Vendor 2's bank account. Ravelo, in her capacity as a partner at Law Firm 2, approved many, if not all, of the payments from Law Firm 2 to Vendor 2. The investigation revealed that Vendor 2 provided little or no services to Law Firm 2.

19. Law enforcement officers interviewed the individual ("Individual 2") who opened the bank accounts in the name of Vendor 2. Individual 2 stated that Ravelo incorporated Vendor 2. Individual 2 further stated that Individual 2: (a) opened bank accounts in New Jersey for Vendor 2 at the request of Ravelo; (b) provided signed blank checks associated with an account Individual 2 had opened for Vendor 2 to Ravelo; (c) caused wire transfers to be sent or checks to be issued from Vendor 2's bank accounts at Ravelo's instruction; and (d) did not have any substantive involvement with any business activity of Vendor 2.

20. Law enforcement officers have also interviewed employees of Law Firm 2, including several who stated they spent substantial time working with Ravelo on matters for Client 1 during the timeframe of the conspiracy. These employees each stated that during the timeframe of the conspiracy alleged herein they reviewed no work product produced by Vendor 1 or Vendor 2 to the best of their recollection.

21. Records obtained during the investigation, including those concerning the Joint Bank Account, reveal that some wire transfers and/or checks were issued to others for allegedly performing litigation support work. Law enforcement has interviewed some of these individuals, who have all stated that they never performed any legal or litigation support work during the timeframe of the conspiracy for Vendor 1 or Vendor 2. For example, Vendor 1 issued three checks totaling \$12,500 in the name of Individual 3 for allegedly performing litigation support work. Individual 3 stated, however, that she was never employed by nor did she perform any work for Vendor 1.

THE FORFEITABLE PROPERTY

Introduction

22. The proceeds of the fraudulent scheme, which consisted of payments from Law Firm 1 and Law Firm 2, were deposited into three accounts controlled by Feliz and Ravelo. These three accounts (the “Vendor Accounts”) were:

- a. A Wells Fargo Bank Account ending in 8441 (the “Vendor 2 Wells Fargo Account”).
- b. A JP Morgan Chase Bank Account ending in 8510 (the “Vendor 2 Chase Account”).
- c. A Bank of America Account ending in 7077 (the “Vendor 1 Account”).

23. From these three accounts, numerous checks and wire transfers were made to Feliz. These checks and wire transfers, which totaled more than \$4 million, were deposited into the Joint Bank Account.

24. In addition to the proceeds of the fraudulent scheme, funds believed to have a legitimate source were also deposited into the Joint Bank Account. The funds traceable to the fraudulent scheme were commingled with those funds in an apparent effort to make the fraud proceeds appear legitimate. In addition, numerous transactions between and among the accounts were conducted in a further effort to conceal and disguise the nature, location, source, ownership, and control of the proceeds of the fraudulent scheme, and some of the defendant properties were purchased in names other than that of Ravelo or Feliz, apparently for the same purpose.

25. Approximately \$4.2 million, approximately \$2.5 million of which is traceable to proceeds of the fraudulent scheme, was transferred from the Joint Bank Account to another account at Citibank ending in 8753, which was held in the name of Keila Ravelo (the "Ravelo Account").

26. As described below, numerous payments by check and wire transfer were made by Feliz and Ravelo from both the Joint Bank Account and the Ravelo Account in connection with the purchase or improvement of the defendant properties. These payments contained, or in some cases consisted entirely of, illegally obtained proceeds.

27. As noted above, Ravelo and Feliz commingled fraud proceeds with other funds in both the Joint Bank Account and the Ravelo Account. In this affidavit, the dollar amounts traceable to the fraudulent scheme have been calculated based upon the premise that fraud proceeds contained in an account were withdrawn first.

28. The funds involved in each of the transactions from the Vendor Accounts, the Joint Bank Account, and the Ravelo Account described below were traceable, in whole or in part, to the proceeds of the fraudulent scheme; all of the transactions involved a financial institution; and many of the transactions involved more than \$10,000.

29. Each of the transactions from the Vendor Accounts, the Joint Bank Account, and the Ravelo Account described below constitute money laundering transactions in violation of Title 18, United States Code, Section 1956, and/or monetary transactions in criminally derived property in violation of Title 18, United States Code, Section 1957.

164 Chestnut Street

30. Ravelo purchased 164 Chestnut Street on or about August 11, 2006 for a price of \$2,375,000.

31. Ravelo received a mortgage from Citibank in the amount of \$2,070,000 at the time of the purchase. In 2011, Ravelo refinanced this mortgage in the amount of \$2,330,000.

32. Feliz and Ravelo made payments of at least \$583,000 in connection with the acquisition of or improvements to 164 Chestnut Street that can be traced to proceeds of the fraudulent scheme, as described below.

33. Records from the Joint Bank Account show that from August 2008 through approximately July 2010, checks totaling approximately \$1.2 million were paid out of that account to contractors and suppliers. These checks are consistent with improvements made to 164 Chestnut Street. Approximately \$426,000 of these payments can be traced to proceeds of the fraudulent scheme.

34. Each of the checks contains a notation in the memo line which states that the check is for "164 chestnut" or "chestnut." In addition, some of the checks have additional notations that say "paint," "spackle," "plumbing," "drywall," "lumber," "steel," "roof," "railing," or "stucco." One of the contractors, Santaite Electric, was issued a check that stated "pool wiring" on the memo line.

35. Among the other contractors and suppliers who were paid were B&M Heating, Allwired Technologies, Pella Windows, Dykes Lumber, Creative Stone Works, G&G Pools, Martins Concrete, Van Houten Plumbing, NY Gypsum Floors, Airtight Insulation, Yanez Ironwork, Cottage Roofing, Passaic Metal, and Integrity Stairs.

36. In addition to the checks paid directly to contractors and suppliers, several checks were written out to "Melvin Feliz" and were subsequently cashed. The memo lines on these checks state that they were for "164 chestnut," "chestnut work," or "chestnut workers." One check, dated August 2008, was

issued to the Borough of Englewood Cliffs with a notation in the memo line which reads “permit.”

37. Three companies, Santiatic Electric, Allwired Technologies, and B&M Heating, were paid for work on 164 Chestnut Street directly from the Vendor 1 Account. Together, they received checks totaling \$111,000 from this account, and all of those funds are traceable to proceeds of the fraudulent scheme.

38. During a 2014 consensual search of 164 Chestnut Street by law enforcement agents, Feliz spoke about some of the improvements he had made to his home. At this time, one agent also observed a built-in swimming pool in the backyard of the property, which included elaborate stone work. Feliz told the agent that he had the whole house remodeled and managed all the contractors who worked on the house.

39. Records for the Ravelo Account show that payments for the Citibank mortgage mentioned in paragraph 31 were automatically withdrawn from that account on a monthly basis. Several of these payments, totaling approximately \$46,000, are traceable to proceeds of the fraudulent scheme.

5506 Inspiration Terrace

40. On September 15, 2011, Worldwide Life Design, LLC (“Worldwide Life”), a New Jersey limited liability company that uses the address of 164 Chestnut Street, purchased a parcel of land known as Lot 17, Legends Bay, Manatee County, Florida (“Lot 17, Legends Bay”) for a price of \$600,000. The

parcel of land was purchased from Sarabay Associates, LLLP ("Sarabay"), which has an address in Sarasota, Florida.

41. On the same date, a purchase money mortgage agreement was entered into between Sarabay (as mortgagee) and Worldwide Life (as mortgagor) in connection with Lot 17, Legends Bay in the amount of \$432,000. The promissory note associated with this mortgage agreement stated a maturity date of June 15, 2012.

42. Also on September 15, 2011, Worldwide Life filed a Notice of Commencement in the Manatee County records stating that a single family residence was to be constructed on Lot 17, Legends Bay by Gibraltar Homes Legends Bay, LLC ("Gibraltar Homes") of Bradenton, Florida. The description of the property also listed Lot 17, Legends Bay as 5506 Inspiration Terrace, Bradenton, Florida. The document was signed by Ravelo as managing member of Worldwide Life.

43. Records from the Vendor 1 account, the Vendor 2 Chase Account, the Joint Bank Account, and the Ravelo Account show that approximately \$479,000 in illegally obtained proceeds was used toward the purchase of Lot 17, Legends Bay and the construction of a residence thereon, as described below.

44. Two checks were written on the Ravelo Account on July 15, 2011. Both of these checks were written shortly after a large transfer of funds was made from the Joint Bank Account to the Ravelo Account. All of these funds are traceable to the proceeds of the fraudulent scheme.

45. One check (#2474) was written to “Gibraltar Homes Legends Bay, LLC” for \$65,000 and has a notation in the memo line that reads “Legends Bay.” The other check (#2475) was written to “Williams Parker Trust Account” for \$60,000 and has a notation in the memo line that reads “lot purchase.” This check was deposited into the Williams Parker Harrison Dietz & Getzen (“Williams Parker”) Trust Account. An internet search of the Williams Parker law firm indicates that it is located in Sarasota, Florida, in the same vicinity as Sarabay.

46. On March 2, 2012, a wire transfer in the amount of \$54,000 was made from the Joint Bank Account to Sarabay. Approximately \$7,000 of this transfer is traceable to proceeds of the fraudulent scheme.

47. Two checks were paid out of the Vendor 1 Account to “Gibraltar LWR, LLC” in April 2012 and May 2012 for a total of \$150,000. The memo portion of one of the checks reads “LGNDYB,” and a handwritten notation at the top of that check reads “Lot 17 Ravelo.” All of these funds are traceable to proceeds of the fraudulent scheme.

48. Two checks were written out of the Vendor 2 Chase Account in August 2012. The first was payable to “Gibraltar Homes” for \$72,500 and has a handwritten notation at the top that reads “RAVELO.” The second was payable to “Sarabay” for \$108,396 and the memo line reads “final land payment.” All of these funds are traceable to proceeds of the fraudulent scheme.

49. On October 30, 2012, a Satisfaction of Mortgage was filed in the Manatee County records indicating that the mortgage between Sarabay and

Worldwide Life had been paid in full. The document was prepared by the Williams Parker law firm.

50. On November 12, 2012, a wire transfer was made from the Vendor 2 Chase Account in the amount of \$12,000 to “Gibraltar Lwr LLC.”

51. On November 4, 2013, Gibraltar Homes filed a Claim of Lien in the Manatee County records stating that it provided labor, services, and materials for work done at 5506 Inspiration Terrace valued at \$1,001,946, of which \$68,104 was still unpaid.

Brickell Avenue Unit 4002

52. Ravelo purchased Brickell Avenue Unit 4002 on May 11, 2011 from ICON Brickell LLC for a purchase price of \$621,100. Ravelo received a mortgage from Citibank in the amount of \$403,650 for the purchase.

53. Records from the Joint Bank Account show that approximately \$154,800 in illegally obtained proceeds were used toward the purchase of Brickell Avenue Unit 4002, as described below.

54. The settlement statement (HUD-1) for this transaction shows that a total down payment of \$124,210 was paid toward the purchase prior to closing. There were two payments out of the Joint Bank Account prior to the closing date that totaled \$124,210.

55. The first is a check in the amount of \$62,110, which was written to “First American Title Insurance Company” with a notation in the memo line that

reads “deposit.” First American Title Insurance Company issued the title policy in connection with this transaction.

56. The second payment out of the Joint Bank Account was a wire transfer to First American Title Insurance Company in the amount of \$62,100 on May 5, 2011. The wire transfer instruction stated that the payment was in reference to “ICON Brickell Condo One.” An internet search revealed that 465 Brickell Avenue, Miami, Florida is known as ICON Tower 1.

57. These two transactions combined (the check and the wire transfer) total \$124,210. Of these two payments, approximately \$68,000 is traceable to proceeds of the fraudulent scheme.

58. The settlement statement, which is dated May 11, 2011, indicates that the total amount due from the borrower/purchaser (Ravelo) in connection with the Brickell Avenue Unit 4002 closing was \$109,000.55. Records for the Joint Bank Account show that an outgoing wire transfer in the amount of \$109,000.55 was posted to that account on May 17, 2011. Of this amount, approximately \$73,000 is traceable to proceeds of the fraudulent scheme.

59. Records for the Ravelo Account show that payments for the Citibank mortgage mentioned in paragraph 52 were automatically withdrawn from this account on a monthly basis. Several of these payments, totaling approximately \$13,800, can be traced to proceeds of the fraudulent scheme.

Brickell Avenue Unit 4001

60. On July 6, 2010, Ravelo purchased Brickell Avenue Unit 4001 from ICON Brickell LLC for a purchase price of \$949,130. Ravelo received a mortgage from Citibank in the amount of \$600,000.

61. Records from the Ravelo Account and the Joint Bank Account show that approximately \$111,000 in funds that are traceable to the fraudulent scheme were used for the purchase of the property and for subsequent mortgage payments, as described below.

62. In May 2003, Ravelo purchased property at 144 Truman Avenue, Cresskill, New Jersey ("144 Truman Avenue") and received an associated mortgage from Webster Bank in the amount of \$492,000. The maturity date of this mortgage was June 1, 2008. On June 27, 2008, a check was written from the Vendor 1 Account payable to "Webster Bank" for \$165,000, all of which was proceeds of the fraudulent scheme.

63. On June 14, 2009, Ravelo sold 144 Truman Avenue for approximately \$1.8 million. On January 6, 2010, a wire transfer in the amount of \$1,876,826 was deposited into the Ravelo Account from Ashenfelter Slous & Trevenen, a law firm in Montclair, New Jersey, which handles, among other things, real estate closings. Because \$165,000 in illegally obtained funds was used towards the purchase of 144 Truman Avenue, the proceeds of this sale included at least \$165,000 in funds that are traceable to proceeds of the fraudulent scheme.

64. On February 16, 2010, a wire transfer was sent from the Ravelo Account to the Chicago Title Insurance Company custodial escrow account in the amount of \$158,945. Approximately \$105,000 of this wire transfer can be traced to proceeds of the fraudulent scheme.

65. A notation in the wire transfer instructions refers to "ICON ONE." As mentioned in paragraph 56, 465 Brickell Avenue, Miami, Florida is known as ICON Tower 1. The Chicago Title Insurance Company issued the title commitment in connection with the purchase of Brickell Unit 4001.

66. The settlement statement for the July 6, 2010 closing on this property shows that a total deposit of approximately \$178,000 was credited to the buyer (Ravelo) prior to the closing date. This deposit is believed to include the \$105,000 in funds described in paragraph 64 that is traceable to proceeds of the fraudulent scheme.

67. Records for the Ravelo Account show that payments for the Citibank mortgage mentioned in paragraph 60 were automatically withdrawn from the account on a monthly basis. Several of these payments, totaling approximately \$6,000, can be traced to proceeds of the fraudulent scheme.

1740 Taylor Avenue

68. In April 1994, Ravelo and Margaetten & Company purchased 1740 Taylor Avenue for \$157,500 and received a mortgage in the amount of \$175,000 from Arbor National Mortgage. This mortgage was later assigned to Bank of America. Ravelo deeded the property to Feliz in September 2002.

69. Approximately \$27,300 in payments for this property can be traced to proceeds of the fraudulent scheme, as described below.

70. Records from the Joint Bank Account show that several monthly payments of \$1,612, which later increased to \$1,701, were made by check to Bank of America through January 2012, when the mortgage was paid off. Most of the checks have a notation in the memo line that reads "mortgage." Of these payments, approximately \$24,500 can be traced to the proceeds of the fraudulent scheme.

71. In February 2012, Ravelo received a mortgage on this property from Citibank in the amount of \$242,500 and made subsequent monthly payments on this loan. Three of these payments, totaling approximately \$2,800, can be traced to proceeds of the fraudulent scheme.

Defendant Bentley

72. Motor vehicle records show that the defendant Bentley is registered to Keila Ravelo. The secondary registered owner for this vehicle is listed as Bentley Financial Services.

73. Records from the Ravelo Account show that Ravelo made payments to Bentley Downers Grove in April 2009 and May 2009 that total \$10,000, all of which can be traced to proceeds of the fraudulent scheme.

74. In June 2009, the first of a series of \$3,702.01 monthly payments for the defendant Bentley was made to Bentley Financial Services from the Ravelo Account. Beginning in July 2009, monthly \$3,702.01 payments were made

from the Ravelo Account to Volkswagen Credit/Audi-Bentley Financial Services, which is a company that services Volkswagen, Audi, and Bentley customers in the United States. Approximately \$52,000 in monthly payments that were made from the Ravelo Account can be traced to proceeds of the fraudulent scheme.

75. In total, payments of approximately \$62,000 from the Ravelo Account to Bentley and its servicing company can be traced to proceeds of the fraudulent scheme.

CLAIM FOR FORFEITURE

COUNT 1

76. The allegations contained in paragraphs 1 through 75 of this Verified Complaint for Forfeiture *in Rem* are incorporated herein and made part hereof.

77. The defendant properties, and all property traceable thereto, constitute or are derived from proceeds traceable to violations of Title 18, United States Code, Section 1343, and a conspiracy to commit such an offense, in violation of Title 18, United States Code, Section 1349.

78. As a result of the foregoing, the defendant properties and all property traceable thereto are subject to condemnation and to forfeiture to the United States for its use, in accordance with Title 18, United State Code, Section 981(a)(1)(C).

COUNT 2

79. The allegations contained in paragraphs 1 through 75 of this Verified Complaint for Forfeiture *in Rem* are incorporated herein and made part hereof.

80. The defendant properties were involved in a transaction or attempted transaction in violation of Title 18, United States Code, Sections 1956 and 1957.

81. As a result of the foregoing, the defendant properties and all property traceable thereto are subject to condemnation and to forfeiture to the

United States for its use, in accordance with Title 18, United States Code, Section 981(a)(1)(A).

WHEREFORE, plaintiff requests that notice of this action be given to all persons who reasonably appear to be potential claimants to the defendant properties; that the Court execute a Writ of Entry for the purposes of conducting an inspection and inventory of the defendant real properties; that the Clerk of the Court issue a warrant for the arrest in rem and seizure of the defendant Bentley; that that the defendant properties be forfeited and condemned to the United States of America; that plaintiff be awarded its costs and disbursements in this action; and that the Court award such other and further relief as it deems proper and just.

PAUL J. FISHMAN
United States Attorney

s/ Marion Percell

By: MARION PERCELL
Assistant United States Attorney

December 22, 2014
Newark, New Jersey.

VERIFICATION

STATE OF NEW JERSEY :
: ss.
COUNTY OF ESSEX :

I, Richard Pizzuti, hereby verify and declare under penalty of perjury that I am a with the, that I have read the foregoing Verified Complaint for Forfeiture *in rem* and know the contents thereof, and that the matters contained in the Verified Complaint are true to my own knowledge, except that those matters herein stated to be alleged on information and belief and as to those matters I believe them to be true.

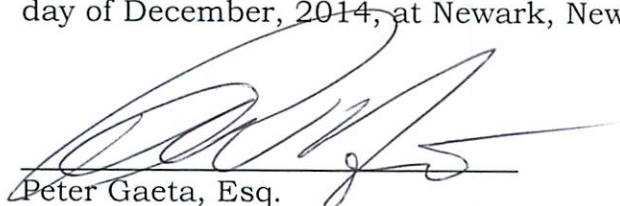
The sources of my knowledge and information and the grounds of my belief include the official files and records of the United States, information supplied to me by other law enforcement officers, and my own investigation of this case.

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



Richard Pizzuti
Task Force Officer
Drug Enforcement Administration

Sworn to and subscribed before me this 22nd day of December, 2014, at Newark, New Jersey.



Peter Gaeta, Esq.
Attorney-at-Law of the State of New Jersey