

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

UNITED STATES OF AMERICA : **CRIMINAL NO.** _____
v. : **DATE FILED:** _____
DEVIN PERRY : **VIOLATIONS:**
: **18 U.S.C. § 1341 (mail fraud - 2 counts)**
: **18 U.S.C. § 1028A (aggravated identity**
: **theft - 1 count)**
: **18 U.S.C. § 2 (aiding and abetting)**
: **Notice of forfeiture**

INFORMATION

COUNTS ONE AND TWO

THE UNITED STATES ATTORNEY CHARGES THAT:

At all times material to this information:

1. Defendant DEVIN PERRY was employed at ZII Investments located at 6230 N. 8th Street, Philadelphia, Pennsylvania in or about July and August, 2005.
2. Defendant DEVIN PERRY reported to M.S., charged elsewhere, as her supervisor.
3. During the course of her employment at ZII Investments, defendant DEVIN PERRY was asked by M.S. to purchase supplies and equipment using names and personal information which M.S. provided to her.
4. During her employment at ZII Investments, M.S. asked defendant DEVIN PERRY to sign as guarantor of two BMW car leases for ZII Investments using the name C.E.
5. Main Line BMW, located in Bala Cynwyd, Pennsylvania was engaged in the business of selling and leasing cars. As part of the business, Main Line BMW processed loan

and lease applications for customers. Main Line BMW required that all applications be completed with the correct personal identification of the customer.

6. After receiving an application from a customer, Main Line BMW submitted the information on the application to lenders via the internet. Once a lender had been chosen, Main Line BMW would send all signed documents to the lending institution by mail.

7. Fast by Ferracci, Inc., 1901 Davisville Road, Willow Grove, Pennsylvania was engaged in the business of selling motorcycles and all terrain vehicles. As a vehicle dealership, the business sought credit for buyers of the vehicles. To process the credit applications, the dealership required a credit application to be completed with the correct personal identification of the applicant.

8. Fast by Ferracci submitted the information from the completed credit application via the internet to www.yamaha-dealers.com. Based on the applicant's representations, Yamaha acted on the application.

9. Yamaha approved lines of credit through HSBC Bank, which is a financial institution, insured by the Federal Deposit Corporation, certificate number 57890.

THE SCHEME

11. Between on or about July 26, 2005 and on or about August 11, 2005, defendant

DEVIN PERRY

devised and intended to devise a scheme to defraud car dealerships and loan institutions, and to obtain money and property by means of false and fraudulent pretenses, representations, and promises.

MANNER AND MEANS

It was part of the scheme that:

12. Defendant DEVIN PERRY provided false information and fraudulently used stolen identities of others to obtain car loans and leases.

It was further part of the scheme that:

13. Defendant DEVIN PERRY caused the preparation of false and fraudulent loan applications to obtain cars.

14. Lenders then approved the loan applications containing the fraudulent representations.

15. Car dealerships sent the loan and lease applications by mail carriers to the loan offices for processing.

16. Through this fraud, M.S. gained the use of a BMW and defendant DEVIN PERRY gained the use of all terrain vehicles.

MAIN LINE BMW

17. On or about July 26, 2005, M.S. wanted two 2006, 750 Li BMWs for his ZII Investment Group business, one for use by M.S. and the other for H.T. Main Line BMW told M.S. that he would need a personal guarantor for each car leased by ZII Investments. M.S. gave Main Line BMW names and identifying information of personal guarantors, including the name C.E.

18. The true C.E. lives in Massachusetts and had her identity stolen. The true C.E. gave no one permission to lease a BMW in her name in Pennsylvania.

19. M.S. and H.T. convinced defendant DEVIN PERRY to play the role of C.E. and sign as guarantor for the car leases.

20. M.S. and H.T. had made a Pennsylvania driver's license with a picture of defendant DEVIN PERRY and the name of C.E made.

21. Main Line BMW delivered M.S.'s 2006 BMW Li to his offices at ZII Investments, 6230 N. 8th Street in Philadelphia. Both M.S. and defendant DEVIN PERRY, portraying C.E., signed documents to take possession of the car. The car was financed by BMW Financial Services for \$80,785.00 based on the purported guarantee from C.E.

22. On or about August 4, 2005, the second BMW delivery negotiated by M.S. was picked up by H.T. at the Main Line BMW dealership. H.T. portrayed the role of M.J. and defendant DEVIN PERRY continued pretending to be C.E., each signing all documents with their fraudulent names. The car was financed by BMW Financial Services for \$83,418.87 based on the purported guarantee from C.E.

23. Main Line BMW sent the entire lease package for M.S.'s BMW, including the sales contract and signed loan applications, to BMW Financial Services, Dublin, Ohio.

24. On or about August 11, 2005, using a name and information found at ZII Investments, defendant DEVIN PERRY purchased two All Terrain Vehicles (ATVs) at Fast by Ferucci, for approximately \$11,873 by opening a Yamaha credit card in the stolen identity and with the personal information of L.A.

25. The true L.A. lives in Pennsylvania and her identity was stolen. The true L.A. gave no one permission to use her name and personal information to open a Yamaha credit line.

26. Upon completion of the transaction, Fast by Ferucci sent all credit documents signed by defendant DEVIN PERRY in the name of L.A. to HRS -Yamaha Dealer Support, Carol Stream, Illinois.

27. On or about each of the dates set forth below, in the Eastern District of Pennsylvania and elsewhere, defendant

DEVIN PERRY,

for the purpose of executing the scheme described above and attempting to do so, and aiding and abetting its execution, knowingly caused to be delivered by mail or commercial interstate carrier, according to the directions thereon the mailing described below for each count, each mailing constituting a separate count:

COUNT	DATE	DESCRIPTION
1	August 4, 2005	Transaction documents for 2006 BMW 750 Li, in the name of C.E and ZII Investments, from Main Line BMW, Bala Cynwyd, Pennsylvania to BMW Financial Services, Dublin, Ohio via DHL commercial mail service.
2	August 11, 2005	Credit application and documents for two ATVs, in the name of L.A., from Fast by Ferucci, Willow Grove, Pennsylvania to Yamaha Dealer Support, Carol Stream, Illinois via U.S. mail.

All in violation of Title 18, United States Code, Sections 1341 and 2.

COUNT THREE

THE UNITED STATES ATTORNEY FURTHER CHARGES THAT:

On or about August 11, 2005, in Willow Grove, in the Eastern District of Pennsylvania, and elsewhere, defendant

DEVIN PERRY

knowingly and without lawful authority transferred, possessed, and used, and aided and abetted the transfer, possession, and use of, a means of identification of another person, that is, the name, social security number, and date of birth of L.A., during and in relation to a mail fraud, in violation of Title 18, United States Code, Section 1341.

In violation of Title 18, United States Code, Sections 1028A(a)(1), (c)(5) and 2.

NOTICE OF FORFEITURE

THE UNITED STATES ATTORNEY FURTHER CHARGES THAT:

1. As a result of the violations of Title 18, United States Code, Section 1341, described in Counts One and Two of this information, defendant

DEVIN PERRY

shall forfeit to the United States of America any property, which constitutes, or is derived from proceeds obtained directly or indirectly from the commission of such offense, including, but not limited to the sum of \$92,658.36 in United States currency.

2. If any of the property subject to forfeiture, as a result of any act or omission of the defendant:

- (a) cannot be located upon the exercise of due diligence;
- (b) has been transferred or sold to, or deposited with, a third party;
- (c) has been placed beyond the jurisdiction of the Court;
- (d) has been substantially diminished in value; or
- (e) has been commingled with other property which cannot be divided without difficulty;

it is the intent of the United States, pursuant to Title 28, United States Code, Section 2461(c), incorporating Title 21, United States Code, Section 853(p), to seek forfeiture of any other property of the defendant up to the value of the property subject to forfeiture.

All pursuant to Title 18, United States Code, Section 981 and Title 28, United States Code, Section 2461.

PATRICK L. MEEHAN
United States Attorney