

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

UNITED STATES OF AMERICA

-v-

ABAYOMI LAWAL,
a/k/a "Biola,"
a/k/a "Akinade Adejumo,"
a/k/a "Abiola Aluyemi," and
a/k/a "Omatayo Abiola"

CRIMINAL COMPLAINT

Mag. No. 08-7154

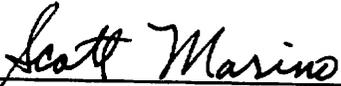
I, Scott Marino, being duly sworn, state the following is true and correct to the best of my knowledge and belief. Between in or about November 2007 and in or about July 2008, in the District of New Jersey and elsewhere, defendant ABAYOMI LAWAL did:

SEE ATTACHMENT A

I further state that I am a Special Agent with the Federal Bureau of Investigation, and that this complaint is based on the following facts:

SEE ATTACHMENT B

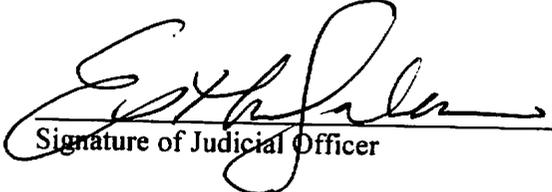
continued on the attached pages and made a part hereof.



Scott Marino, Special Agent
Federal Bureau of Investigation

Sworn to before me and subscribed in my presence,
October 6, 2008, in Essex County, New Jersey

HONORABLE ESTHER SALAS
UNITED STATES MAGISTRATE JUDGE



Signature of Judicial Officer

ATTACHMENT A

COUNT I

Between in or about November 2007 and in or about July 2008, in the District of New Jersey and elsewhere, defendant

ABAYOMI LAWAL,
a/k/a "Biola,"
a/k/a "Akinade Adejumo,"
a/k/a "Abiola Aluyemi," and
a/k/a "Omatayo Abiola"

did knowingly and intentionally conspire to transfer, possess and use a means of identification of another person without lawful authority, in a manner affecting interstate commerce, with the intent to commit, and in connection with, unlawful activity constituting a violation of federal law, namely, 18 U.S.C. § 1343, contrary to 18 U.S.C. § 1028(a)(7) and (b)(1).

In violation of Title 18, United States Code, Section 1028(f).

COUNT II

Between in or about November 2007 and in or about July 2008, in the District of New Jersey and elsewhere, defendant

ABAYOMI LAWAL,
a/k/a "Biola,"
a/k/a "Akinade Adejumo,"
a/k/a "Abiola Aluyemi," and
a/k/a "Omatayo Abiola"

did knowingly and intentionally conspire with others to devise a scheme and artifice to defraud and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises, and for the purpose of executing such scheme and artifice, did transmit and cause to be transmitted by means of wire communications in interstate commerce, certain writings, signs, signals, and sounds, as described below, contrary to Title 18, United States Code, Section 1343.

In violation of Title 18, United States Code, Section 1349.

ATTACHMENT B

I, Scott Marino, a Special Agent of the Federal Bureau of Investigation, have knowledge of the following facts based upon my investigation and discussions with witnesses and other law enforcement agents. Since this affidavit is submitted for the purpose of establishing probable cause to support the issuance of a complaint and arrest warrant, I have not included each and every fact known by the government concerning this investigation.

BACKGROUND

1. At various times relevant to this Complaint, defendant Abayomi LAWAL, a/k/a "Biola," a/k/a "Akinade Adejumo," a/k/a "Abiola Aluyemi," and a/k/a "Omatayo Abiola" (hereinafter "defendant LAWAL") spoke with co-conspirators using the cellular telephone assigned the telephone number (718) 496-8851.

OBJECT OF THE CONSPIRACY

2. The object of the conspiracy was for defendant LAWAL and others to enrich themselves by acquiring personal and banking information of third parties and using that information to substantially deplete bank accounts, credit card accounts, and home equity line of credit accounts.

MANNER AND MEANS

3. It was part of the conspiracy that defendant LAWAL, Co-Conspirator 1 ("CC1"), and others gathered information on potential victims through public databases, including county databases that maintained records of home equity loans.

4. It was further part of the conspiracy that defendant LAWAL, CC1, and others contacted credit reporting agencies and used publicly derived information to fraudulently impersonate account holders. The credit reporting agencies would provide the co-conspirators with the victims' credit reports. The co-conspirators would often obtain victims' credit reports for free by ordering the free yearly credit reports that credit agencies are required by law to provide to consumers.

5. It was further part of the conspiracy that defendants LAWAL, CC1, and others shared stolen identity information by e-mail, fax or phone.

6. It was further part of the conspiracy that co-conspirators would focus on different elements of the fraudulent scheme at various times. At times, CC1 delivered lists of names and addresses to Co-Conspirator 2 ("CC2") so that CC2 could add social security numbers to those lists. And at times Co-Conspirator 3, CC1 and others made calls to financial institutions either to

impersonate account holders or to obtain information from those financial institutions in furtherance of the conspiracy.

7. It was further part of the conspiracy that, with the publicly available material combined with material obtained from the credit reports, defendant LAWAL and others contacted the banks at which the victims' accounts were located. Through persistent phone calls and social engineering, the co-conspirators persuaded unwitting customer service representatives to provide yet additional account information, to change account addresses, and to change passwords that could be used to gain on-line access to customer accounts.

8. It was further part of the conspiracy that to avoid being detected, CC1 and others placed telephone calls to victim account holders' local telephone companies to report service disruption and request that all incoming calls be forwarded to another number. This practice allowed CC1 and others to circumvent bank attempts to authenticate requested transactions by calling the customer telephone number on file with the bank.

9. It was further part of the conspiracy that CC1 and others used a call forwarding service to obtain phone numbers that shared the area code of the customer whose account was to be compromised, thereby avoiding any suspicion that might result from a local customer being asked for his calls to be forwarded out of state during the alleged service disruption.

10. It was further part of the conspiracy that defendant LAWAL, CC1 and others used on-line access to check balances, change passwords, acquire additional account information, or redirect account statements away from true account holders by changing the customers' addresses with the bank.

11. It was further part of the conspiracy that CC2 provided CC1 with addresses of vacant buildings, and that CC1 requested that banks send victim account holders' new checks to the vacant building.

12. It was further part of the conspiracy defendant LAWAL, CC1, and others substantially depleted the balances on the compromised accounts through wire transfers, ATM withdrawals, or checks drawn on the accounts.

13. Between in or about November 2007 and in or about July 2008 in excess of \$2,000,000 was successfully removed as part of the conspiracy from victim accounts, while additional and unsuccessful attempts were made to remove in excess of an additional \$2,000,000.

THE G.K. WIRE TRANSFER

14. On or about December 17, 2007, Affinity Federal Credit Union ("Affinity") received a telephone call (the "December 17, 2007 Originating Call") purportedly by an Affinity home equity line of credit ("HELOC") account holder identified as "G.K." (the "G.K. HELOC

Account”).

15. At the time of the December 17, 2007 Originating Call, G.K. had access to a HELOC account with an original available balance of approximately \$810,000.

16. During the December 17, 2007 Originating Call, a person identifying himself as G.K. requested a \$675,600 wire transfer from the G.K. HELOC Account to an account at the Bank of Tokyo in the name of “Mosdaff Investments.”

17. Following the December 17, 2007 Originating Call, pursuant to Affinity policy, an Affinity representative called the home telephone number affiliated with the G.K. HELOC Account in an attempt to authenticate the wire request (the “December 17, 2007 Confirmation Call”). During this later call, an individual purporting to be G.K. confirmed the wire request to the “Mosdaff Investments” account.

18. On or about December 17, 2007, pursuant to the wire transfer request made by the person purporting to be G.K., Affinity wired \$675,600 out of the G.K. HELOC Account to an account in the name of “Mosdaff Investments” at Bank of Tokyo Mitsubishi, New York. Subsequently, the money in the “Mosdaff Investments” account was transferred to Bank of Tokyo Mitsubishi, Japan.

19. In or about December 2007, the FBI interviewed G.K., who confirmed that he/she did not authorize a wire transfer from the G.K. HELOC Account.

The G.K. Impersonator

20. On or about December 17, 2007, and sometime prior to the December 17, 2007 Confirmation Call, an individual purporting to be G.K. contacted Verizon complaining of a telephone line malfunction on his home telephone number. Verizon is the local telephone company servicing G.K.’s home telephone. The caller persuaded Verizon to forward all incoming calls to G.K.’s home telephone number to the telephone number (646) 200-5790 until a repair crew could be dispatched to resolve the problem.

21. In or about December 2007, the telephone number (646) 200-5790 was assigned to an account in the name of “Shawn Anderson” at Kallback (the “Shawn Anderson Kallback Account”). As part of Kallback’s call forwarding service, incoming calls to the (646) 200-5790 number were forwarded to a cellular telephone with the telephone number (480) 543-9837.

22. Investigation has revealed that Kallback accounts affiliated with CC1 have been called by the cellular telephone with the telephone number (480) 543-9837.

23. Unbeknownst to the Affinity representative making the December 17, 2007 Confirmation Call, he/she was redirected to the (646) 200-5790 Kallback number and never

reached G.K.

USING THE PHONES AS PART OF THE CONSPIRACY

24. Between on or about May 8, 2008 and on or about June 6, 2008, the FBI intercepted wire communications occurring over a phone used by CC1. Through intercepted communications, the FBI learned that CC1 use the intercepted phone to discuss stolen identities and fraudulent transfers of funds from line of credit accounts.

25. Among the telephone numbers with which CC1 communicated were numbers used by defendant LAWAL.

26. The following descriptions of intercepted calls are based on summaries of the conversations.

- a. On or about May 21, 2008, at 5:34 p.m., defendant LAWAL received a call from CC1. CC1 asked defendant LAWAL, who identified himself as "Biola," how successful the "Citibank deals" were. Defendant LAWAL replied that getting the full account number of an unsuspecting customer was difficult. CC1 replied that: "Transunion will give you full account number if you run the report." Defendant LAWAL stated that he had two "Met Life" accounts that have "138 each" and stated that "anything below \$25,000 is a headache." CC1 asked defendant LAWAL about Wachovia accounts, and defendant LAWAL stated that Wachovia bank lines of credit were very difficult to cut. The two also discussed Chevy Chase Bank and Bank of America accounts. Defendant LAWAL congratulated CC1 for having "lots of WAMU." CC1 asked "how about those guys that'll go and collect them?" Defendant LAWAL stated that it was hard determine how much line of credit balances any bank customer has in his/her account unless the Social Security number was known.
- b. On or about May 16, 2008, at 4:33 p.m., defendant LAWAL received a call from CC1. Defendant LAWAL asked CC1 if he had anyone that could supply a house or address to which Washington Mutual material could be forwarded. CC1 and defendant LAWAL spoke of doing Washington Mutual checking accounts deals. Defendant LAWAL told CC1 that he opened checking accounts for some of the deals that he had been doing. The two discussed that doing fraudulent deals on the internet was good and they conferred about internet processing of accounts. Defendant LAWAL and CC1 confirmed that internet deals are not usually returned by the banks and that if they did not hear from the banks in 15 days they assumed the transactions were good.