

****FILED****
6/16/2022

U.S. DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

DCP:PJC/GSM
F. #2021R00254

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK
----- X

UNITED STATES OF AMERICA

- against -

JULIEN LEVY,
KEILY NUNEZ,
IVAN SANTOS and
RAMNIK SONI,

Defendants.
----- X

I N D I C T M E N T

Cr. No. **1:22-cr-00281 (BMC)(PK)**

(T. 18, U.S.C., §§ 981(a)(1)(C), 982(a)(1),
982(b)(1), 1349, 1956(h) and 3551 et
seq.; T. 21, U.S.C., § 853(p); T. 28,
U.S.C., § 2461(c))

THE GRAND JURY CHARGES:

At all times relevant to this Indictment, unless otherwise indicated:

I. Background

A. Relevant Entities

1. Company 1, an entity the identity of which is known to the Grand Jury, was an American airline operating in the United States and headquartered in Long Island City, New York.

2. FI USA Consulting LLC ("FI USA") was a New York Limited Liability Corporation located in Jamaica, New York created in or about August 2017. FI USA maintained a business bank account ending in 9293 at Financial Institution 1 (the "FI USA Account"), a financial institution the identity of which is known to the Grand Jury.

3. Summit Aviation Supply Corp. ("Summit Corp.") was a legal entity incorporated in New Jersey from approximately 1979 to 2010, which previously did business with Company 1 until approximately 2009.

4. Summit Aviation Supply LLC (“Summit LLC”) was a New Jersey Limited Liability Corporation created in or about September 2018, which was located in Palisades Park, New Jersey.

5. Alaris Aerospace Systems LLC (“Alaris”) was a Florida Limited Liability Corporation located in Pompano Beach, Florida.

B. The Defendants and Relevant Individuals

6. The defendant JULIEN LEVY was a resident of New Jersey. LEVY maintained a checking account ending in 5177 and a money market account at Financial Institution 2, a financial institution the identity of which is known to the Grand Jury.

7. The defendant KEILY NUNEZ was a resident of Jamaica, New York. NUNEZ was a Company 1 employee until his termination from Company 1 in or about April 2019 and was the manager of FI USA. NUNEZ maintained a personal bank account at Financial Institution 1 (the “NUNEZ Account”), a financial institution the identity of which is known to the Grand Jury.

8. The defendant IVAN SANTOS was a resident of New Jersey. SANTOS was the registered corporate officer of Summit LLC. SANTOS was the sole signatory for a bank account held in the name of Summit LLC at Financial Institution 3 (the “Summit LLC Account”), a financial institution the identity of which is known to the Grand Jury. SANTOS also maintained a number of personal bank accounts at Financial Institution 1.

9. The defendant RAMNIK SONI was a resident of Florida. SONI was the Chief Operating and Financial Officer of Alaris.

10. Co-Conspirator 1, an individual whose identity is known to the Grand Jury, was a resident of New Jersey. Co-Conspirator 1 was an employee of Company 1.

11. Individual 1, an individual whose identity is known to the Grand Jury, was a resident of Jamaica, New York. Individual 1 was the Chief Operating Officer of FI USA and the defendant KEILY NUNEZ's significant other.

12. Individual 2, an individual whose identity is known to the Grand Jury, was a former employee of Summit Corp. Individual 2 died in approximately August 2019.

II. The Fraudulent Scheme

13. Between approximately July 2017 and June 2021, the defendants JULIEN LEVY, KEILY NUNEZ and IVAN SANTOS conspired to defraud Company 1 of the honest services of its employees, including NUNEZ and Co-Conspirator 1. To carry out their scheme, NUNEZ used his position within Company 1 to establish Summit LLC as a Company 1 business partner, falsely representing that Summit LLC was Company 1's former business partner, Summit Corp. SANTOS established Summit LLC and opened bank accounts in its name while LEVY created an email account in the name of Individual 2 that could be used as an alias to communicate with Company 1 on behalf of Summit LLC. NUNEZ thereafter approved a significant number of invoices between Summit LLC and Company 1 and a percentage of those approved invoices was repaid to him as a kickback. LEVY, NUNEZ and SANTOS then laundered the proceeds Summit LLC received from Company 1, who was Summit LLC's only customer.

14. The defendant KEILY NUNEZ carried out a similar scheme with the defendant RAMNIK SONI and Alaris. While at Company 1, NUNEZ approved a significant number of invoices between Company 1 and Alaris and a percentage of those approved invoices was repaid to NUNEZ as a kickback using the FI USA Account.

A. Company 1 Purchased Aircraft Parts

15. In order to maintain its aircraft, Company 1 purchased aircraft parts from after-market aircraft part sellers, including Summit LLC and Alaris. Company 1's employees solicited quotes from these after-market sellers through a process that typically involved three price quotes and a comparison to historical prices Company 1 had paid for a given part. While employed at Company 1, the defendant KEILY NUNEZ and Co-Conspirator 1, among others, were responsible for purchasing parts for Company 1. As part of this process, NUNEZ and Co-Conspirator 1 were responsible for contacting after-market aircraft part sellers on behalf of Company 1 and filling Company 1's part requisitions using this solicitation process.

16. In their roles, the defendant KEILY NUNEZ and Co-Conspirator 1 could request that Company 1 add new aircraft part sellers as business partners to Company 1's internal ordering system. Upon making such a request, NUNEZ and Co-Conspirator 1 were required by Company 1's policies to disclose whether they had a business or financial relationship with the new business partner.

B. The Summit LLC Fraud

i. The Creation of Summit LLC and the Fraudulent Representations to Company 1

17. As recently as 2009, Company 1 had purchased aircraft parts from Summit Corp., which went out of business in or about 2010. Individual 2 was at that time an employee of Summit Corp. and worked for other businesses after Summit Corp. ceased to exist and up until his death in or about August 2019.

18. On or about August 28, 2018, the defendant JULIEN LEVY created an email address in Individual 2's name to communicate with Company 1 on behalf of Summit LLC (the "Summit LLC Email Account") and to create the appearance within Company 1 that

Summit LLC and Summit Corp. were the same entity. During the relevant period, LEVY accessed the Summit LLC Email Account hundreds of times from three separate Internet Protocol addresses associated with him.

19. In or about September 2018, the defendant IVAN SANTOS established Summit LLC as a legal entity, naming himself as Summit LLC's corporate officer. In September 2018, SANTOS opened the Summit LLC Account, for which he is the sole signatory.

20. In or about September 2018, the defendant KEILY NUNEZ, then an employee of Company 1, emailed other Company 1 personnel requesting that Summit LLC be added to Company 1's internal part ordering systems. NUNEZ falsely represented to Company 1 personnel that Company 1 had previously done business with Summit LLC when, in fact, Company 1 had previously done business with Summit Corp. during a period when Summit LLC did not exist as a company. As a result of NUNEZ's request and representation, Summit LLC was added to Company 1's internal part ordering system.

21. Thereafter, the defendants IVAN SANTOS and JULIEN LEVY funded Summit LLC. For example, on or about October 4, 2018, SANTOS deposited a check from LEVY for approximately \$25,000 with the memo "loan" into one of SANTOS' personal accounts. On or about October 9, 2018, SANTOS made an outgoing wire transfer of approximately \$24,000 from one of his personal accounts to the Summit LLC Account.

ii. Company 1 Paid the Summit LLC Invoices

22. In or about and between October 2018 and April 2019, both dates being approximate and inclusive, the defendant KEILY NUNEZ approved approximately 37 invoices between Summit LLC and Company 1 valued at approximately \$1,508,023.10. During the time that NUNEZ approved invoices from Summit LLC, he also communicated by telephone with

JULIEN LEVY. Moreover, NUNEZ communicated about the pending orders with the Summit LLC Email Account, which was controlled by LEVY.

iii. The Proceeds of the Summit LLC Invoices Went to the Defendants

23. During that same period, the defendant KEILY NUNEZ made multiple cash deposits totaling approximately \$50,000 into the NUNEZ Account. These deposits represented a percentage of the invoices NUNEZ approved. For example, NUNEZ deposited approximately \$6,000 into the NUNEZ Account on or about December 3, 2018, which constituted approximately six percent of the value of an invoice between Summit LLC and Company 1 dated on or about November 28, 2018 that totaled approximately \$92,904.

24. The defendant IVAN SANTOS also financially benefited from the defendant KEILY NUNEZ's approval of the invoices between Summit LLC and Company 1. For example, on or about July 30, 2020, SANTOS deposited a cashier's check from Summit LLC totaling approximately \$42,701 into one of his personal accounts, which he then used, in part, to make mortgage payments on his personal property.

C. The Alaris Fraud

i. NUNEZ Created FI USA

25. On or about July 15, 2017, the defendant KEILY NUNEZ and Individual 1 created an email address associated with FI USA (the "FI USA Email Account"). NUNEZ controlled the FI USA Email Account and the account was registered in the name of Individual 1. On or about July 16, 2017, the FI USA Email Account received an email from the defendant RAMNIK SONI that stated, "great we can finally meet up."

26. In or about August 2017, Individual 1 created FI USA as a legal entity, with Individual 1 listed as the Chief Executive Officer and the defendant KEILY NUNEZ listed as FI USA's manager.

27. On or about June 6, 2018, the defendant RAMNIK SONI sent the FI USA Email Account an email containing a sales representative agreement between Alaris and Individual 1. Individual 1 had no airline industry parts experience or expertise. The sales representative agreement signed by Individual 1 and SONI provided the appearance of legitimacy for future wires sent from Alaris to FI USA and disguised the nature of the funds.

ii. The Alaris Invoices are Submitted to Company 1

28. In or about and between March 2017 and July 2019, both dates being approximate and inclusive, the defendant KEILY NUNEZ approved approximately 109 invoices between Alaris and Company 1 valued at approximately \$8,520,140.

29. In or about and between October 2017 and January 2021, both dates being approximate and inclusive, the bank accounts for FI USA received approximately 17 wires from Alaris totaling approximately \$536,940. Each of these wires represented a percentage of the invoices between Alaris and Company 1 that NUNEZ approved. For example, on or about October 9, 2018, the FI USA Account received a wire from Alaris totaling approximately \$50,750, which constituted approximately five percent of the value of invoices between Alaris and Company 1 dated on or about September 1, 2018 and September 22, 2018 that totaled approximately \$1,047,000.

30. In or about April 2019, Company 1 fired the defendant KEILY NUNEZ following an internal investigation into unrelated conduct. In or about April 2019, the defendant RAMNIK SONI emailed himself and referenced NUNEZ by name, writing "chat delete." In or

about June 2019, SONI again emailed himself and wrote, “Keily email risk low since not with [Company 1] anymore.”

D. The Defendants Laundered the Proceeds Obtained from Company 1

31. The defendants IVAN SANTOS and JULIEN LEVY made multiple transfers between bank accounts in their names in order to disguise the source and nature of the funds received by Summit LLC from Company 1. For example, on or about May 9, 2019, the Summit LLC Account transferred approximately \$80,961 to a personal account controlled by SANTOS. The same day SANTOS transferred \$80,000 to a different personal account. On or about May 13, 2019, SANTOS transferred \$70,000 to yet another personal account. On or about May 16, 2019, SANTOS transferred approximately \$67,247.22 from that personal account to a personal bank account for LEVY. On or about May 20, 2019, LEVY transferred approximately \$68,325 to another personal account in his name.

32. Similarly, the defendants KEILY NUNEZ and IVAN SANTOS transferred funds from Summit LLC to NUNEZ and FI USA through other business entities in order to disguise the nature and source of the funds. For example, on or about December 27, 2019, the Summit LLC Account transferred \$150,000 to a bank account at Financial Institution 1 held in the name of Company 2, an entity whose identity is known to the Grand Jury (the “Company 2 Account”). On or about the same day, the Company 2 Account transferred approximately \$20,000 to a personal account for NUNEZ and approximately \$41,500 to the FI USA Account. On or about January 3, 2020, the Company 2 Account transferred approximately \$75,000 to another Company 2 bank account held at Financial Institution 4, a financial institution whose identity is known to the Grand Jury. On or about January 31, 2020, the Company 2 bank

account at Financial Institution 4 transferred approximately \$50,000 back to the FI USA Account.

E. Co-Conspirator 1's Approval of Invoices at Company 1

33. In or about June 2020, the defendant KEILY NUNEZ, who was at that time no longer employed by Company 1, contacted Co-Conspirator 1 about steering Company 1's part invoices to Summit LLC and Alaris in exchange for a portion of the invoiced amounts. NUNEZ instructed Co-Conspirator 1 to contact him via WhatsApp messenger, outside Company 1's normal acquisition process, regarding part requisitions that Summit LLC and Alaris could fill, and Co-Conspirator 1 agreed to do so. Co-Conspirator 1 contacted NUNEZ via WhatsApp messenger, provided a part number that Company 1 needed to purchase and a price ceiling that Summit LLC or Alaris should quote below. The price ceiling Co-Conspirator 1 provided was based on Company 1's historical purchase prices for the same part, but was increased to the financial benefit of Summit LLC and Alaris and to the financial detriment of Company 1. Co-Conspirator 1 provided a price ceiling that he believed would not raise suspicion within Company 1.

34. The defendant KEILY NUNEZ then messaged Co-Conspirator 1 an indication of whether Summit LLC or Alaris could provide the part and a price quote, which often matched the price ceiling that Co-Conspirator 1 provided. Co-Conspirator 1 then emailed the Summit LLC Email Account—which he believed to be Individual 2's email account, but which was actually controlled by the defendant JULIEN LEVY—to confirm the order and completed the purchase order process within Company 1's systems. Co-Conspirator 1 did not solicit bids from any other of Company 1's part vendors for those requisitions that were steered to Summit LLC and Alaris through NUNEZ.

35. In or about 2020, in exchange for Co-Conspirator 1 directing Company 1's part orders to Summit LLC and Alaris, the defendant KEILY NUNEZ paid Co-Conspirator 1 \$3,000 in cash, which represented a percentage of some of the invoices Co-Conspirator 1 approved between Company 1 and either Summit LLC or Alaris.

COUNT ONE

(Conspiracy to Commit Honest Services Wire Fraud)

36. The allegations contained in paragraphs one through 35 are realleged and incorporated as if fully set forth in this paragraph.

37. In or about and between July 2017 and June 2021, both dates being approximate and inclusive, within the Eastern District of New York and elsewhere, the defendants JULIEN LEVY, KEILY NUNEZ, IVAN SANTOS and RAMNIK SONI, together with others, did knowingly and intentionally conspire to devise a scheme and artifice to defraud Company 1 of its intangible right to the honest services of NUNEZ and Co-Conspirator 1 through bribery and kickbacks, to wit: one or more payments to NUNEZ and Co-Conspirator 1, and for the purpose of executing such scheme or artifice, to transmit and cause to be transmitted, by means of wire communication in interstate commerce, writing, signs, signals, pictures and sounds, contrary to Title 18, United States Code, Sections 1343 and 1346.

(Title 18, United States Code, Sections 1349 and 3551 et seq.)

COUNT TWO

(Money Laundering Conspiracy)

38. The allegations contained in paragraphs one through 35 are realleged and incorporated as if fully set forth in this paragraph.

39. In or about and between July 2017 and June 2021, both dates being approximate and inclusive, within the Eastern District of New York and elsewhere, the

defendants JULIEN LEVY, KEILY NUNEZ, IVAN SANTOS and RAMNIK SONI, together with others, did knowingly and intentionally conspire to conduct one or more financial transactions in and affecting interstate commerce, which transactions in fact involved the proceeds of specified unlawful activity, to wit: honest services wire fraud, in violation of Title 18, United States Code, Sections 1343 and 1346, knowing that the property involved in the transactions represented the proceeds of some form of unlawful activity, and knowing that the transactions were designed in whole and in part to conceal and disguise the nature, the location, the source, the ownership and the control of the proceeds of the specified unlawful activity, contrary to Title 18, United States Code, Section 1956(a)(1)(B)(i).

(Title 18, United States Code, Sections 1956(h) and 3551 et seq.)

CRIMINAL FORFEITURE ALLEGATION
AS TO COUNT ONE

40. The United States hereby gives notice to the defendants that, upon their conviction of the offense charged in Count One, the government will seek forfeiture in accordance with Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), which require any person convicted of such offense to forfeit any property, real or personal, constituting, or derived from, proceeds obtained directly or indirectly as a result of such offense.

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

- (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 21, United States Code, Section 853(p), to seek forfeiture of any other property of the defendants up to the value of the forfeitable property described in this forfeiture allegation.

(Title 18, United States Code, Section 981(a)(1)(C); Title 21, United States Code, Section 853(p); Title 28, United States Code, Section 2461(c))

CRIMINAL FORFEITURE ALLEGATION
AS TO COUNT TWO

42. The United States hereby gives notice to the defendants that, upon their conviction of the offense charged in Count Two, the government will seek forfeiture in accordance with Title 18, United States Code, Section 982(a)(1), which requires any person convicted of such offense to forfeit any property, real or personal, involved in such offense, or any property traceable to such property.

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

- (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 21, United States Code, Section 853(p), as incorporated by Title 18, United States Code, Section 982(b)(1), to seek forfeiture of any other

property of the defendants up to the value of the forfeitable property described in this forfeiture allegation.

(Title 18, United States Code, Sections 982(a)(1) and 982(b)(1); Title 21, United States Code, Section 853(p))

A TRUE BILL


FOREPERSON


BREON PEACE
UNITED STATES ATTORNEY
EASTERN DISTRICT OF NEW YORK

F#: 2021R00254
FORM DBD-34
JUN. 85

No. _____

UNITED STATES DISTRICT COURT

EASTERN *District of* NEW YORK

CRIMINAL DIVISION

THE UNITED STATES OF AMERICA

vs.

JULIEN LEVY, KEILY NUNEZ, IVAN SANTOS
and RAMNIK SONI,

Defendants.

INDICTMENT

(T. 18, U.S.C., §§ 981(a)(1)(C), 982(a)(1), 982(b)(1), 1349, 1956(h) and
3551 et seq.; T. 21, U.S.C., § 853(p); T. 28, U.S.C., § 2461(c))

A true bill.

Foreperson

Filed in open court this _____ *day.*

of _____ *A.D. 20* _____

Clerk

Bail, \$ _____

*Patrick J. Campbell, DOJ Trial Attorney, (718) 254-6366
Garen S. Marshall, Assistant United States Attorney, (718) 254-6569*