

ORIGINAL

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Approved: [Signature]
Eli J. Mark / Jacob Warren
Assistant United States Attorneys

Before: THE HONORABLE SARAH NETBURN
United States Magistrate Judge
Southern District of New York

DOC # _____

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UNITED STATES OF AMERICA	:	<u>SEALED COMPLAINT</u>
- v. -	:	Violations of
	:	18 U.S.C. §§ 1344, 1349,
CHITAKRA RAMUDIT,	:	1956, and 2
a/k/a "Lilian Ramudit,"	:	
LOUIS LITVIN, and	:	
MELISSA CHAN,	:	COUNTY OF OFFENSE:
	:	NEW YORK

Defendants.

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SOUTHERN DISTRICT OF NEW YORK, ss.:

LAVALE JACKSON, being duly sworn, deposes and says that he is a Criminal Investigator with the United States Attorney's Office for the Southern District of New York, and charges as follows:

COUNT ONE
(Conspiracy to Commit Bank Fraud)

1. From at least in or about 2009 through at least in or about 2011, in the Southern District of New York and elsewhere, CHITAKRA RAMUDIT, a/k/a "Lilian Ramudit," LOUIS LITVIN, and MELISSA CHAN, the defendants, and others known and unknown, willfully and knowingly, did combine, conspire, confederate, and agree together and with each other to commit bank fraud, in violation of Title 18, United States Code, Section 1344.

2. It was a part and an object of the conspiracy that CHITAKRA RAMUDIT, a/k/a "Lilian Ramudit," LOUIS LITVIN, and MELISSA CHAN, the defendants, and others known and unknown, willfully and knowingly, would and did execute and attempt to execute a scheme and artifice to defraud a financial institution, the deposits of which were then insured by the Federal Deposit Insurance Corporation ("FDIC"), and to obtain

moneys, funds, credits, assets, securities, and other property owned by, and under the custody and control of, such financial institution, by means of false and fraudulent pretenses, representations, and promises, in violation of Title 18, United States Code, Section 1344, to wit, RAMUDIT, LITVIN, and CHAN agreed to steal money from a bank in Manhattan ("Bank-1") and a privately held real estate management company in Manhattan ("Company-1").

(Title 18, United States Code, Section 1349.)

COUNT TWO
(Bank Fraud)

3. From at least in or about 2009 up to and including at least in or about 2011, in the Southern District of New York and elsewhere, CHITAKRA RAMUDIT, a/k/a "Lilian Ramudit," LOUIS LITVIN, and MELISSA CHAN, the defendants, willfully and knowingly did execute a scheme and artifice to defraud a financial institution, the deposits of which were then insured by the FDIC, and to obtain moneys, funds, credits, assets, securities, and other property owned by, and under the custody and control of, such financial institution, by means of false and fraudulent pretenses, representations, and promises, to wit, RAMUDIT, LITVIN, and CHAN perpetrated and aided and abetted the fraudulent scheme described in Count One of this Complaint.

(Title 18, United States Code, Sections 1344, and 2.)

COUNT THREE
(Bank Fraud)

4. From at least in or about 2004 up to and including at least in or about 2011, in the Southern District of New York and elsewhere, LOUIS LITVIN, the defendant, willfully and knowingly did execute a scheme and artifice to defraud a financial institution, the deposits of which were then insured by the FDIC, and to obtain moneys, funds, credits, assets, securities, and other property owned by, and under the custody and control of, such financial institution, by means of false and fraudulent pretenses, representations, and promises, to wit, LITVIN stole millions of dollars from Company-1's payroll system, which was maintained by Bank-1, without authorization.

(Title 18, United States Code, Sections 1344, and 2.)

COUNT FOUR
(Bank Fraud)

5. From at least in or about March 2013 up to and including at least in or about August 2014, in the Southern District of New York and elsewhere, CHITAKRA RAMUDIT, a/k/a "Lilian Ramudit," the defendant, willfully and knowingly did execute a scheme and artifice to defraud a financial institution, the deposits of which were then insured by the FDIC, and to obtain moneys, funds, credits, assets, securities, and other property owned by, and under the custody and control of, such financial institution, by means of false and fraudulent pretenses, representations, and promises, to wit, RAMUDIT created fake bank accounts which she used to steal funds totaling more than \$100,000 from Bank-1 customers.

(Title 18, United States Code, Sections 1344, and 2.)

COUNT FIVE
(Conspiracy to Commit Money Laundering)

6. From at least in or about 2009 up to and including at least in or about 2015, in the Southern District of New York and elsewhere, CHITAKRA RAMUDIT, a/k/a "Lilian Ramudit," LOUIS LITVIN, and MELISSA CHAN, the defendants, and others known and unknown, willfully and knowingly, did combine, conspire, confederate and agree together and with each other to engage in monetary transactions in property derived from specified unlawful activity in violation of Title 18, United States Code, Sections 1956(a)(1)(B)(ii) and 1957(a).

7. It was a part and object of the conspiracy that CHITAKRA RAMUDIT, a/k/a "Lilian Ramudit," LOUIS LITVIN, and MELISSA CHAN, the defendants, and others known and unknown, within the United States, in an offense involving and affecting interstate and foreign commerce, knowing that the property involved in a financial transaction represented the proceeds of some form of unlawful activity, would and did knowingly conduct and attempt to conduct such a financial transaction which in fact involved the proceeds of specified unlawful activity, to wit, the bank fraud conspiracy charged in Count One of this Complaint, knowing that the transaction was designed in whole and in part to avoid transaction reporting requirements under State and Federal law, in violation of Title 18, United States Code, Section 1956(a)(1)(B)(ii).

8. It was a further part and object of the conspiracy that CHITAKRA RAMUDIT, a/k/a "Lilian Ramudit," LOUIS LITVIN, and MELISSA CHAN, the defendants, and others known and unknown, within the United States, in an offense involving and affecting interstate and foreign commerce, willfully and knowingly would and did engage and attempt to engage in monetary transactions in criminally derived property of a value greater than \$10,000 that was derived from specified unlawful activity, to wit, the proceeds of bank fraud, in violation of Title 18, United States Code, Section 1957(a).

(Title 18, United States Code, Section 1956(h).)

The bases for my knowledge and for the foregoing charges are, in part, as follows:

9. I am a Criminal Investigator with the United States Attorney's Office for the Southern District of New York (the "USAO") and I have been personally involved in the investigation of this matter. I base this affidavit on that personal experience, as well as on my conversations with other law enforcement agents, as well as witnesses, and my examination of various reports and records. Because this affidavit is being submitted for the limited purpose of demonstrating probable cause, it does not include all the facts that I have learned during the course of my investigation. Where the contents of documents and the actions, statements, and conversations of others are reported herein, they are reported in substance and in part, except where otherwise indicated.

Overview

10. For the past year, I have been involved in the investigation of CHITAKRA RAMUDIT, a/k/a "Lilian Ramudit," LOUIS LITVIN, and MELISSA CHAN, the defendants. RAMUDIT was a branch manager at a major retail bank in Manhattan ("Bank-1"), which was insured by the FDIC.¹ In RAMUDIT's position as a branch manager, she had significant management authority, including cashing checks up to \$1,000,000 and approving wire transfers up to \$250,000. RAMUDIT abused her position and authority in various ways to steal more than a million dollars from client

¹ Bank-1 refers herein to Bank-1 as well as any predecessor banks that Bank-1 has acquired over the years.

accounts. The victims of RAMUDIT's fraud included Company-1² and individual account holders at Bank-1.

11. As set forth in greater detail below, in connection with the scheme to defraud Company-1, CHITAKRA RAMUDIT, a/k/a "Lilian Ramudit," the defendant, conspired with LOUIS LITVIN, the defendant, the Chief Financial Officer ("CFO") of Company-1, and MELISSA CHAN, the defendant, a bookkeeper with Company-1, to steal money through fraudulent wire transfers, cashier's checks, and unauthorized transfers and deposits. The defendants laundered these proceeds through multiple different bank accounts. CHAN also used hundreds of thousands of dollars of proceeds to start-up a restaurant and purchase a condominium.

12. In addition, during the course of his tenure as CFO of Company-1, LOUIS LITVIN, the defendant, stole millions of dollars from Company-1's payroll, and shared those illicit proceeds with MELISSA CHAN, the defendant.

13. These schemes have been the subject of civil litigation in New York and Florida, and, during the course of those proceedings, CHITAKRA RAMUDIT, a/k/a "Lilian Ramudit," LOUIS LITVIN, and MELISSA CHAN, the defendants, have lied and made threats to cover-up their fraud.

The Defendants

14. CHITAKRA RAMUDIT, a/k/a "Lilian Ramudit," the defendant, is a former branch manager at Bank-1. RAMUDIT was in that role with Bank-1 from approximately 2006 to 2014, and she had significant authority to cash checks, authorize large wire transfers between Bank-1 accounts, and oversee bank tellers, among other responsibilities. RAMUDIT was fired from Bank-1 in August 2014 following an internal investigation.

15. LOUIS LITVIN, the defendant, is the former CFO of Company-1, which is located in Manhattan. LITVIN was the CFO from 1996 to 2011. As CFO of Company-1, he controlled Company-1's electronic payroll system, and he also had the authority to write and sign checks and make wire transfers on behalf of Company-1, among other prerogatives. LITVIN was responsible for Company-1's books and records, and oversaw several bookkeepers,

² Company-1 refers herein to Company-1 as well as the different real estate companies that Company-1 managed.

including MELISSA CHAN, the defendant. Following an internal investigation by Company-1, LITVIN was fired in October 2011.

16. MELISSA CHAN, the defendant, is a former bookkeeper for Company-1, where she worked from 2006 to 2012. Prior to working for Company-1, CHITAKRA RAMUDIT, a/k/a "Lilian Ramudit," the defendant and CHAN worked at Bank-1 together. As the bookkeeper for Company-1, CHAN had the ability to transfer money between bank accounts controlled by Company-1. Following Company-1's termination of LOUIS LITVIN, the defendant, in October 2011, CHAN abruptly resigned from Company-1 in early 2012.

The Schemes

17. As set forth in greater detail below, CHITAKRA RAMUDIT, a/k/a "Lilian Ramudit," LOUIS LITVIN, and MELISSA CHAN, the defendants, appear to have engaged in multiple forms of criminal conduct to defraud Bank-1 and Company-1, including fraudulently transferring money out of Company-1's accounts held at Bank-1, fraudulently cashing checks made out to Company-1 for management fees, depositing checks made out to Company-1 for management fees into their personal accounts, and stealing money from Company-1 through its payroll system. The defendants laundered the illicit proceeds from these schemes through multiple bank accounts, and used the illicit proceeds to purchase various assets. RAMUDIT also appears to have engaged in an independent scheme to steal money from Bank-1 customers.

September 2010, \$200,000 Theft From Company-1

18. I have reviewed records from both Company-1 and Bank-1, as well as records from CitiBank and E-Trade, which show, among other things, the following:

a. On September 2, 2010, \$200,000 was transferred through a miscellaneous debit from Company-1's account to the personal account of LOUIS LITVIN, the defendant, at Bank-1 ("LITVIN's Bank-1 Account"). CHITAKRA RAMUDIT, a/k/a "Lilian Ramudit," the defendant, approved this transfer.³ The next day, September 3, 2010, \$200,000 was debited from LITVIN's Bank-1 Account and used to fund a cashier's check made payable

³ I have reviewed a deposition transcript dated July 23, 2015, in which RAMUDIT admits that she approved this transfer of \$200,000 through a miscellaneous debit.

to MELISSA CHAN, the defendant (the "First \$200,000 Cashier's Check"). On September 7, 2010, the First \$200,000 Cashier's Check was deposited into one of CHAN's personal accounts at Bank-1 ("CHAN's First Bank-1 Account").

b. On September 8, 2010, \$100,000 was transferred from CHAN's First Bank-1 Account to one of CHAN's E-Trade accounts ("CHAN's First E-Trade Account"). On September 13, 2010, another \$100,000 was transferred from CHAN's First Bank-1 Account to a second CHAN account at Bank-1 ("CHAN's Second Bank-1 Account"). Two days later, on September 15, 2010, \$100,000 was transferred from CHAN's Second Bank-1 Account to another one of CHAN's E-Trade accounts ("CHAN's Second E-Trade Account"). Accordingly, by September 15, 2010, the \$200,000 originally in Company-1's account on September 2, 2010 had been transferred to CHAN's E-Trade Accounts.

c. Between September 15, 2010 and September 22, 2010 - through six different electronic transfers - CHAN transferred \$200,000 from her E-Trade Accounts to accounts she held with Citibank (collectively "CHAN's Citibank Account").⁴ On September 27, 2010, \$90,000 was drawn from CHAN's Citibank Account to fund an official Citibank check made payable to "K. RAMUDIT." On the same day, the \$87,500 check was deposited into a personal account at Bank-1, which was held in the name of one of RAMUDIT's family members ("RAMUDIT's Bank-1 Account"). (Based on my review of RAMUDIT's Bank-1 Account, it appears that RAMUDIT controlled this account.)

October 2010, \$200,000 Theft From Company-1

19. I have reviewed records from both Company-1 and Bank-1, as well as records from CitiBank and E-Trade, which show, among other things, the following:

a. On October 26, 2010, \$200,000 was transferred through a miscellaneous debit from Company-1's account, and was used to fund a cashier's check made payable to LOUIS LITVIN, the defendant (the "Second \$200,000 Cashier's Check"). CHITAKRA RAMUDIT, a/k/a Lilian Ramudit," the

⁴ Based on my review of Citibank records, CHAN had both a checking and savings account at Citibank, which were linked and are referred to collectively herein as "CHAN's Citibank Account."

defendant, approved both of these transactions.⁵ The same day, October 26, 2010, the Second \$200,000 Cashier's Check was deposited into CHAN's First Bank-1 Account.

b. On October 27, 2010, \$180,000 was transferred from CHAN's First Bank-1 Account to CHAN's Second Bank-1 Account. Between October 28, 2010 and November 1, 2010, \$180,000 was transferred between CHAN's Second Bank-1 Account and CHAN's First E-Trade Account. Between November 3, 2010 and December 2, 2010, \$150,000 was transferred between CHAN's First E-Trade Account and CHAN's Citibank Account. On December 9, 2010, \$87,500 was drawn from CHAN's Citibank Account to fund an official Citibank check made payable to "K. Ramudit." The same day, December 9, 2010, the \$87,500 check was deposited into RAMUDIT's Bank-1 Account.

20. Based on my conversations with officers of Company-1, and my review of bank records from Company-1 and Bank-1, I know that LOUIS LITVIN and MELISSA CHAN, the defendants, did not have authorization to make the two \$200,000 transfers out of Company-1's account (see supra ¶¶ 18 and 19), and Company-1 did not authorize those transfers.

21. Ultimately, as reflected above, of the \$400,000 deposited into CHAN's First Bank-1 Account, an aggregate of \$177,500⁶ was transferred to CHITAKRA RAMUDIT a/k/a "Lilian Ramudit," the defendant, leaving a balance of \$222,500 in accounts held by MELISSA CHAN, the defendant.⁷ Based on my review of bank records, I know that, of that balance, \$120,000 was deposited into a Capital One Account in the name of "Brooklyn Wok." From my review of documents from the New York Department of State, and my review of other records, including tax records, I know that Brooklyn Wok is a restaurant owned by

⁵ I have reviewed a deposition transcript dated July 23, 2015, in which RAMUDIT admits that she approved this transfer of \$200,000 through a miscellaneous debit.

⁶ Based on my review of tax records produced by the IRS, I know that in 2010 RAMUDIT claimed approximately \$170,000 as income from gambling winnings.

⁷ Based on my review of tax records produced by the IRS, I know that in 2010 CHAN only claimed approximately \$100,000 in wages from Company-1.

MELISSA CHAN, the defendant, CHAN's husband, RAMUDIT, and a relative of CHAN.⁸

Cashing Company Checks

22. Based on my conversations with current and former employees of Company-1, I know that Company-1 received monthly paper checks for management fees for management of certain real estate properties. MELISSA CHAN, the defendant, along with others, was responsible for depositing these checks into Company-1's bank accounts at Bank-1. As detailed below, it appears that CHITAKRA RAMUDIT, a/k/a Lilian Ramudit, the defendant, and CHAN stole money from Company-1 by the unauthorized cashing of Company-1's checks.

23. Based on my review of Bank-1 bank records, my review of documents produced by Company-1, and conversations with accountants who have reviewed Company-1's account records at Bank-1, I have learned, among other things, the following:

a. From March 2009 through October 2011 at least 135 checks, all made out to Company-1 and totaling approximately \$700,000, were cashed. These checks were each cashed at the Bank-1 branch managed by CHITAKRA RAMUDIT, a/k/a "Lilian Ramudit," the defendant. Based on my conversations with employees of Company-1, and my review of records produced by Company-1, these 135 checks were all made out to Company-1 for the purpose of paying management fees owed to Company-1.

b. Based on my review of bank records, I believe that MELISSA CHAN, the defendant, deposited these checks into her own bank accounts. For example:

i. On June 4, 2010, a check made out to Company-1 for \$7,000 was cashed at Bank-1. Three days later, on

⁸ In 2011, a Schedule K-1 was filed with the Internal Revenue Service that listed RAMUDIT as a shareholder of Brooklyn Wok. In addition, based on my review of a deposition transcript dated September 2, 2015, I know that RAMUDIT admitted that CHAN paid RAMUDIT \$55,000 in March 2014 for RAMUDIT's investment in Brooklyn Wok. On December 22, 2015, CHAN's husband filed paperwork with the New York Department of State to dissolve Brooklyn Wok.

June 7, 2010, \$7,200 was deposited into CHAN's First Bank-1 Account.

ii. On August 10, 2010 and August 12, 2010, three checks made out to Company-1 totaling \$4,250 were cashed at Bank-1. The next day, August 13, 2010, \$4,200 was deposited into CHAN's First Bank-1 Account.

iii. On June 7, 2011 and June 10, 2011, two checks made out to Company-1 totaling \$6,660 were cashed at Bank-1. The same day, June 10, 2011, \$6,200 was deposited into CHAN's First Bank-1 Account.

iv. On July 13, 2011, a check made out to Company-1 for \$6,244.94 was cashed at Bank-1. The next day, July 14, 2011, \$6,100 was deposited into CHAN's First Bank-1 Account.

v. On October 14, 2011, a check made out to Company-1 for \$6,636.04 was cashed at Bank-1. The same day, October 14, 2011, \$6,736.04 was deposited into CHAN's First Bank-1 Account. The check cashing scheme ended in or about October 2011, which was the month LITVIN was fired from Company-1 (see supra ¶ 15).

vi. The above referenced checks were cashed in violation of Bank-1's policies and procedures (the "Policies and Procedures"). Under the Policies and Procedures, because these checks were made out to Company-1, the checks should not have been cashed; rather, the checks should have been deposited only into Company-1's account.

vii. In addition, based on my conversations with a former employee of Bank-1 ("Employee-1"), I know that CHAN would frequently bring checks to be cashed at RAMUDIT's branch. At the direction of RAMUDIT, Employee-1, a bank teller, would cash the checks provided by CHAN, and provide the cash to RAMUDIT in an envelope. CHAN would then frequently meet with RAMUDIT in RAMUDIT's office at Bank-1, after which CHAN would leave Bank-1.

Depositing Company Checks Into Defendants' Personal Accounts

24. I have reviewed bank records from both Company-1 and Bank-1, which show the following:

a. On February 25, 2010, MELISSA CHAN, the defendant, deposited a check made out to Company-1 for \$7,000 into one of her personal accounts at Bank-1.

b. On August 5, 2010, LOUIS LITVIN, the defendant, deposited five separate checks made out to Company-1 totaling \$6,200 into one of his personal accounts at Bank-1.

c. On October 28, 2009, \$20,000 was withdrawn from the Company's Bank-1 Account and used to fund a cashier's check made payable to CHAN. On that same day, October 28, 2009, \$10,000 was deposited into one of CHAN's personal bank accounts at Bank-1. The next day, October 29, 2009, another \$10,000 was deposited into one of CHAN's personal accounts at Bank-1.

d. These transactions all occurred at the Bank-1 branch managed by CHITAKRA RAMUDIT, a/k/a Lilian Ramudit, the defendant.

25. Based on my conversations with employees of Company-1, the checks in ¶ 24 were all made out to Company-1 for the purpose of paying management fees owed to Company-1, and LOUIS LITVIN and MELISSA CHAN, the defendants, had no authorization to deposit those checks into their personal banking accounts.

26. In addition, based on my review of Bank-1's Policies and Procedures, it was a violation of those Policies and Procedures to deposit checks made out to Company-1 into personal bank accounts of LOUIS LITVIN and MELISSA CHAN, the defendants.

Payroll Theft

27. I have reviewed payroll records (the "Payroll Records") for Company-1 from 2004 through October 2011. Based on my review of these records and conversations with Company-1 employees, I know that the payroll records demonstrate that, between 2004 until he was fired in October 2011, LOUIS LITVIN, the defendant, stole money from Company-1 by overpaying himself. These overpayments resulted in a theft of approximately more than \$7,000,000 from Company-1's payroll account at Bank-1.

28. Based on my conversations with officers of Company-1, my review of documents from Company-1, as well as my review of preliminary transcripts of recorded phone calls between LOUIS LITVIN, the defendant, and an officer of Company-1 ("Officer-1"), I know that LITVIN's annual salary at Company-1

was approximately \$740,012 per year, or \$28,462 per semi-monthly payroll period. On October 7, 2011, three weeks before he was fired, LITVIN signed an addendum to his employment agreement (the "Employment Agreement") that increased his annual salary to \$815,012.

29. Based on my review of the Payroll Records, I know that LOUIS LITVIN, the defendant, received the below amounts during his employment at Company-1:

Year	Received Compensation
2004	\$1,037,325.39
2005	\$1,656,471.79
2006	\$1,678,338.00
2007	\$825,009.98
2008	\$1,582,833.33
2009	\$1,563,188.99
2010	\$1,999,243.00
2011	\$1,875,345.76

30. I have reviewed a preliminary transcript of a recorded phone call, provided to the USAO by Company-1, between LOUIS LITVIN, the defendant, and Officer-1 where LITVIN and Officer-1 discuss, in part and in substance, that LITVIN did not want to provide Officer-1 access to the payroll records. A preliminary draft transcription of an excerpt of the call follows:

LITVIN: I understand how good I have it. Believe me. These people don't bother me. I come in [at] 11:00 and I leave at 2:00. They don't say two words to me. Okay? They steer clear of me. . . .

LITVIN: I don't really want, I'm not giving up the payroll, that's the one thing that I got

control of. Okay? And they'll have to fucking kill me to get it. Okay?

OFFICER-1: You know, it's, I understand you're gonna hold on to, you've got the death grip on the, uh, on the payroll.

LITVIN: [T]he death grip is right, and, and, and anybody who wants to take it away from me, they'll get the death grip from me too. . . . I don't give a fuck. You know? I don't, I don't care. It's not. Just leave Lou alone. Leave Lou alone. Okay? I'm not going to have my face rubbed in the last bastion of control that I have.

LITVIN: You bring [employee] upstairs tomorrow and point a gun at my head, okay, and I won't give him the fucking payroll [password] unless he pulls the trigger. I won't give him that. I won't tell him.

LITVIN: Yeah, I'll give it [the payroll password] to you on my, I'll write it in blood on the floor as I'm dying.

LITVIN: [A]nd if you want, here's my, here's my deal that I'm willing to make. We got to a new payroll system. You see, I feel like I'm being checked on again and, and, you know, this is gonna mean, mean, going through all these agreements with [the CEO], shit, everything that [the CEO] signed, okay? Embarrassment for him, aggravation for me, fighting behind those when the easiest thing to do would be how 'bout if we just go to a new payroll company?

31. Based on my training, experience, and participation in this investigation, I believe that in the above recorded conversation, LOUIS LITVIN, the defendant, was

informing Officer-1 that, under no circumstances, would LITVIN relinquish control of Company-1's Payroll Records-- which, in fact, upon later review confirmed that LITVIN stole millions of dollars from Company-1.

32. Based on my review of bank records and emails, it appears that some of the money LOUIS LITVIN, the defendant, stole through Company-1's Payroll System was funneled to MELISSA CHAN and CHITAKRA RAMUDIT, a/k/a "Lilian Ramudit," the defendants. In particular, I have learned the following; in substance and in part:

a. Company-1's Payroll Records indicate that between May 22, 2009 and June 18, 2009, LITVIN received more than \$136,000 (\$105,000 after taxes) from Company-1's Payroll, including payments on June 5, 2009 of \$23,462, and three separate payments on June 18, 2009 of \$23,157, \$23,157, and \$23,462.

b. Shortly thereafter, on June 20, 2009, CHAN deposited a personal check, from LITVIN, into one of her personal accounts at Bank-1 for \$100,000. On August 28, 2009, in an email from CHAN to her real estate broker (the "Real Estate Broker"), CHAN described the source of \$100,000 she received from LITVIN on June 20, 2009: "This is the copy of the check from my manager, hopefully this will prove it's not from my parents. I spoke with my boss-Lou, he says he would like to speak with you. . . . He can verify that he gave me the money to move, an advance from my earnings with him and no obligation to pay it back." A copy of the \$100,000 check is attached to the August 28, 2009 email from Chan to the Real Estate Broker.

c. Also on August 28, 2009, the Real Estate Broker sent an email to CHAN seeking approval of how to describe the money: "One hundred thousand dollars (\$100,000) was deposited into that account from her employer's Citibank account as a moving bonus for her use alone . . ." CHAN appears to have approved this description.

d. On October 21, 2009, Company-1's Payroll Records indicate that LITVIN received an additional \$70,000 above and beyond his normal compensation. Nine days later, on October 30, 2009, LITVIN wired \$75,000 to CHAN's First Bank-1 Account. The same day, \$5,000 was also deposited into RAMUDIT's Bank-1 Account.

e. On May 22, 2009, Company-1's Payroll Records indicate that LITVIN received an additional \$43,462 above and

beyond his normal compensation. The same day, May 22, 2009, in an email communication between CHAN and RAMUDIT, CHAN told RAMUDIT that RAMUDIT "know[s] too much," and RAMUDIT replied "Not enough." CHAN then told RAMUDIT: "YOU ARE WELL FED."

f. Based on my training and experience, and participation in this investigation, it appears that in the above email CHAN was joking with RAMUDIT that RAMUDIT knew "too much" about their theft of money from Company-1, but that RAMUDIT was receiving a substantial portion for her participation ("YOU ARE WELL FED").

Attempts To Cover-up The Schemes

33. Based on records produced by Company-1, I know that LOUIS LITVIN, the defendant, was fired from Company-1 on October 27, 2011 after an internal investigation. As set forth below, while this investigation was being conducted, it appears that MELISSA CHAN, the defendant, contemplated destroying Company-1's files to cover-up the scheme.

34. I have reviewed an electronic communication between CHAN and Individual-1, on October 21, 2011, obtained pursuant to a search warrant on CHAN's email account, which states, in part:

CHAN: how u doing
CHAN: soo, I need your help
CHAN: I want to download a virus
CHAN: do you have any?
CHAN: pc visus
CHAN: virus
Individual-1: lol um no?
Individual-1: for what?
CHAN: long story
CHAN: I need to corrupt some files
Individual-1: hmm there are ways to do that without a virus

CHAN: u mean the whole server

CHAN: tell me

Individual 1: oh u need to corrupt a whole server?

Individual 1: or just a few files

CHAN: few files def

CHAN: but the whole server idea is not bad

CHAN: but I don't want it trace back to me

Individual 1: mmm... have to ask... but are u about to do something illegal

CHAN: ummm

Individual 1: should I be like... wtf are you doing mel.. bad idea!

CHAN: is it?

Individual 1: depends I guess.. I dunno how to help you tho

35. I have reviewed an electronic communication between LOUIS LITVIN and MELISSA CHAN, the defendants, from December 5, 2013 (the "December 5, 2013 Email") in which it appears CHAN documents a previous text message between CHAN and LITVIN on October 18, 2013. In the December 5, 2013 Email, LITVIN appears to tell CHAN how to testify at an upcoming bankruptcy deposition for LITVIN's estate (the "Chan Deposition"), and how CHAN should explain money CHAN received from LITVIN pursuant to the above-referenced fraudulent scheme. LITVIN told CHAN, in part: "They will not bother you. I am really happy that I confirmed payment. So that is good. I remember it all now. U earned a lot off by helping trade stocks and I think U owes a small amount that I forgave. All good Melissa don't think about it." In other words, LITVIN appears to have provided CHAN with a cover story to explain her proceeds from the fraudulent scheme.

36. I have reviewed a transcript from the Chan Deposition, which occurred on January 13, 2014, from which I have learned that MELISSA CHAN, the defendant, testified consistent with suggested cover story by LOUIS LITVIN, the defendant, in the above email. She stated, in substance and in part, during the deposition that she repaid money LITVIN had given her by helping LITVIN trade stocks.

RAMUDIT's Theft from Elderly Account Holders

37. Based on my review of records and produced by Bank-1, as well as conversations with Bank-1 representatives, I have learned, among other things, the following:

a. Between June 2013 and August 2014, Bank-1 documents show that CHITAKRA RAMUDIT, a/k/a "Lilian Ramudit," the defendant, created fake bank accounts ("Fake Account-1"; "Fake Account-2"; and "Fake Account-3") at Bank-1 using unverifiable addresses and invalid social security numbers. Between July 1, 2013 and August 1, 2014, RAMUDIT transferred funds totaling more than \$100,000 from at least two legitimate Bank-1 customers ("Victim-1" and "Victim-2") into the Fake Accounts, in part, as follows:

i. On July 1, 2013, a \$25,585 cashier's check was drawn from Victim-1's Account. On July 24, 2013, the \$25,585 cashier's check was deposited into Fake Account-1. Beginning on July 25, 2013, the funds were removed from Fake Account-1 through a series of ATM withdrawals.

ii. On March 5, 2014, a \$26,019.78 cashier's check was drawn from Victim-1's Account. On March 20, 2014, the \$26,019.78 cashier's check was deposited into Fake Account-2. On March 21, 2014, \$9,000 was withdrawn from Fake Account-2, and on May 23, 2014, \$6,542.22 was withdrawn from Fake Account-2.

iii. On July 1, 2014, \$30,000 was transferred from Victim-1's Account into an account in the name of a business, which was also opened by RAMUDIT ("Business-1"). On July 30, 2014, a \$30,000 cashier's check was drawn from Business-1. On October 17, 2014, the \$30,000 cashier's check was cashed.

iv. On August 30, 2013, \$5,000 was transferred from Victim-2's Account into Fake Account-3. On September 17, 2013, \$300 was withdrawn from Fake Account-3. On November 7, 2013, a \$4,670 cashier's check was drawn from Fake-

Account-3 and made payable to a fictitious name. On November 12, 2013, the \$4,670 cashier's check was cashed.

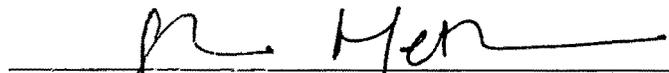
v. Between March 23, 2014 and July 24, 2014, funds totaling approximately \$13,492 were withdrawn from the Fake Accounts by RAMUDIT.

WHEREFORE the deponent respectfully requests that warrants be issued for the arrest of CHITAKRA RAMUDIT, a/k/a "Lilian Ramudit," LOUIS LITVIN, and MELISSA CHAN, the defendants, and that they be imprisoned or bailed, as the case may be.



LaVale Jackson
Criminal Investigator
USAO

Sworn to before me this
5th day of May 2017



THE HONORABLE SARAH NETBURN
UNITED STATES MAGISTRATE JUDGE
SOUTHERN DISTRICT OF NEW YORK