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UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY

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UNITED STATES OF AMERICA : Hon. Cathy L. Waldor  
 :  
 v. : Mag. No. 14-7086 (CLW)  
 :  
 BOBBY BOYE, :  
 a/k/a "Bobby Ajiboye," : **CRIMINAL COMPLAINT**  
 a/k/a "Bobby Aji-Boye" :  
 : **Filed Under Seal**  
 :

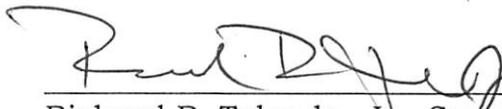
I, Richard R. Tylenda, Jr., being duly sworn, state the following is true and correct to the best of my knowledge and belief:

**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.



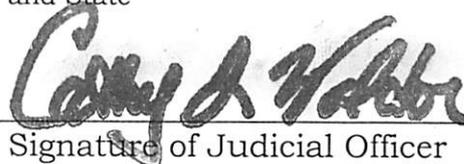
Richard R. Tylenda, Jr., Special Agent  
Federal Bureau of Investigation

Sworn to before me and subscribed in my presence,

June 18, 2014 at  
Date

Newark, New Jersey  
City and State

Honorable Cathy L. Waldor  
United States Magistrate Judge  
Name and Title of Judicial Officer



Signature of Judicial Officer

**ATTACHMENT A**

**Count One**  
**(Wire Fraud Conspiracy)**

From in or about March 2012 through in or about May 2013, in the District of New Jersey and elsewhere, defendant

BOBBY BOYE,  
a/k/a "Bobby Ajiboye,"  
a/k/a "Bobby Aji-Boye,"

did knowingly and intentionally conspire and agree with others, known and unknown, to devise a scheme and artifice to defraud Country A, and to obtain money and property from Country A 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 and foreign commerce, certain writings, signs, signals, pictures, and sounds, contrary to Title 18, United States Code, Section 1343.

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

**Counts Two through Seven**  
**(Wire Fraud)**

On or about the dates set forth below, in the District of New Jersey and elsewhere, defendant

BOBBY BOYE,  
a/k/a "Bobby Ajiboye,"  
a/k/a "Bobby Aji-Boye,"

did knowingly and intentionally devise and intend to devise a scheme and artifice to defraud, and to obtain money and property from Country A 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 and foreign commerce, the following writings, signs, signals, pictures, and sounds, each constituting a separate count of this Complaint:

Count	Approximate Date	Description
2	March 17, 2012	Email transmission of the fraudulent Opus & Best bid documentation from an email server located in California to an email server located in Country A.
3	June 15, 2012	Country A's wire transfer of approximately \$1,080,000 from a Country A account at the Federal Reserve Bank of New York (the "Country A Account") to Opus & Best's business checking account ending in -0399 (the "Opus & Best -0399 Account"), which wire payment was processed in East Rutherford, New Jersey, and credited to the Opus & Best Account in New York, New York.
4	July 20, 2012	Country A's wire transfer of approximately \$432,000 from the Country A Account to the Opus & Best -0399 Account, which wire payment was processed in East Rutherford, New Jersey, and credited to the Opus & Best Account in New York, New York.
5	August 3, 2012	Country A's wire transfer of approximately \$720,000 from the Country A Account to the Opus & Best -0399 Account, which wire payment was processed in East Rutherford, New Jersey, and credited to the Opus & Best Account in New York, New York.
6	December 12, 2012	Country A's payment of approximately \$648,000 from the Country A Account to the Opus & Best -0399 Account, which wire payment was processed in East Rutherford, New Jersey, and credited to the Opus & Best Account in New York, New York.
7	December 17, 2012	Country A's payment of approximately \$630,000 from the Country A Account to the Opus & Best -0399 Account, which wire payment was processed in East Rutherford, New Jersey, and credited to the Opus & Best Account in New York, New York.

In violation of Title 18, United States Code, Section 1343 and Section 2.

## **FORFEITURE ALLEGATIONS**

1. The allegations contained in this Complaint are incorporated by reference as though set forth in full herein for the purpose of noticing forfeiture pursuant to Title 18, United States Code, Section 981(a)(1)(C), and Title 28, United States Code, Section 2461.

2. The United States hereby gives notice to the defendant that, upon conviction of any of the offenses charged in this Complaint, 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, of any and all property, real or personal, that constitutes or is derived from proceeds traceable to the violations of Title 18, United States Code, Section 1343, or a conspiracy to commit such an offense, as alleged in this Complaint, including but not limited to the real property described as:

- a. 25 Crescent Hollow Court, Ramsey, New Jersey;
- b. 36 Rosewood Court, North Haledon, New Jersey;
- c. 9 Cobblestone Court, Oakland, New Jersey; and
- d. 140 Grove Street, Elizabeth, New Jersey.

3. If by any act or omission of the defendant, any of the property subject to forfeiture described herein:

- 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 subdivided without difficulty,

the United States of America will be entitled to forfeiture of substitute property up to the value of the property described above, pursuant to Title 21, United States Code, Section 853(p), as incorporated by Title 28, United States Code, Section 2461(c).

## ATTACHMENT B

I, Richard R. Tylenda, Jr., a Special Agent with the Federal Bureau of Investigation ("FBI"), having conducted an investigation and discussed this matter with other law enforcement officers who have participated in this investigation, have knowledge of the following facts. Because this Complaint is being submitted for the limited purpose of establishing probable cause, I have not included each and every fact known to me concerning this investigation. I have set forth only the facts which I believe are necessary to establish probable cause. Unless specifically indicated, all conversations and statements described in this affidavit are related in substance and in part. In addition, the events described in this affidavit occurred on or about the dates provided herein.

### Background

1. At all times relevant to this Complaint, unless otherwise indicated:
  - a. Defendant BOBBY BOYE, a/k/a "Bobby Ajiboye," a/k/a "Bobby Aji-Boye," ("BOYE") was a resident of Franklin Lakes, New Jersey, and was admitted to practice law in the State of New York. Starting in or about July 2010, defendant BOYE worked as an international petroleum legal advisor for the Ministry of Finance of Country A. As a legal advisor, defendant BOYE was responsible for, among other things, securing contracts with outside vendors for Country A's benefit.
  - b. Country A was a foreign sovereign nation. In or about February 2012, Country A marketed and solicited bids for a multi-million dollar contract to provide legal and tax accounting advice to Country A (the "Contract"). As part of his role as an international petroleum legal advisor to Country A, defendant BOYE served on an approximately three-member committee responsible for reviewing and evaluating the submitted bids for the Contract (the "Bid Review Committee").
  - c. Founded in or about late March 2012, Opus & Best Services LLC ("Opus & Best") purportedly was a law and accounting firm incorporated in the State of New York as a limited liability company. Defendant BOYE was the sole member of Opus & Best and the registered address for Opus & Best was a Jackson Heights, New York residence associated with defendant BOYE.
  - d. On or about March 17, 2012 defendant BOYE caused Opus & Best to submit, via email transmission, a bid for the Country A Contract. Defendant BOYE did not disclose to Country A that he was the sole member of Opus & Best. Largely based upon the recommendation of defendant BOYE, Country A awarded the lucrative Contract to Opus & Best in or about June 2012.

e. In or about April 2012, defendant BOYE opened a J.P. Morgan Chase Bank business checking account ending in -0399 for Opus & Best in New York, New York (the "Opus & Best -0399 Account"). Defendant BOYE was the sole signatory on the Opus & Best -0399 Account.

f. The Federal Reserve Bank of New York (the "Federal Reserve") operated an Automated Clearing House ("ACH") payments system that allowed customers, including Country A and others, to make payments electronically. The Federal Reserve's ACH processing site was located in East Rutherford, New Jersey.

g. Per the wiring instructions of "Opus & Best," Country A wired a total of approximately \$3,510,000 in Contract payments from a Country A account at the Federal Reserve (the "Country A Account") to the Opus & Best Account secretly controlled by defendant BOYE, which electronic payments were processed in East Rutherford, New Jersey and deposited into the Opus & Best Account in New York, New York.

### **Overview of the Scheme to Defraud**

2. In or about early 2012, defendant BOYE, in his trusted capacity as a legal advisor to Country A, helped oversee the procurement process for professional firms bidding for the approximately \$3.5 million Contract to provide legal and tax accounting advice to Country A. Defendant BOYE caused Opus & Best – a company owned and controlled by defendant BOYE himself – to bid for, and obtain, the lucrative Contract by making materially false representations and omissions, including but not limited to: falsely claiming that Opus & Best was a legitimate law and accounting firm; and fraudulently failing to disclose his affiliation with Opus & Best, in contravention of the no-conflict of interest bidding requirements.

3. Between in or about June 2012, when Opus & Best was awarded the Contract, and in or about December 2012, Country A wired a total of approximately \$3,510,000 in Contract payments to the Opus & Best -0399 Account, which funds defendant BOYE diverted to his own personal use to purchase numerous assets, including but not limited to:

a. Four properties located in Ramsey, New Jersey, North Haledon, New Jersey, Oakland, New Jersey, and Elizabeth, New Jersey, respectively, for a total of more than approximately \$1.5 million in cash;

b. Three luxury vehicles, namely a 2012 silver Bentley Continental for approximately \$172,000, a 2012 black Range Rover for approximately \$100,983, and a 2011 gray Rolls Royce Ghost for approximately \$215,000; and

c. Two designer watches for, in total, almost \$20,000.

## The Scheme to Defraud

4. On or about March 17, 2012, defendant BOYE caused the fraudulent Opus & Best bid to be emailed from an email server located in California to an email server located in Country A.

5. The metadata<sup>1</sup> associated with the bid documents submitted by Opus & Best to Country A indicated that defendant BOYE and a coconspirator not charged herein ("CC-1") authored the bid documents (the "Bid Documents").

6. The Bid Documents secretly submitted by defendant BOYE contained several false statements and material misrepresentations. For example, the Bid Documents claimed, in substance and in part, that:

Opus & Best [wa]s a multi-disciplinary corporation, proving [sic] legal, accounting and economics services principally to the oil and gas sector. It is organized under the New York State laws as a limited liability corporation. **Opus & Best was founded in 1985** and it is also registered as a legal and accounting services provider in Europe, Middle East and Africa. (emphasis added)

7. Opus & Best's Articles of Organization, however, were not filed with the State of New York, Department of State, until on or about March 30, 2012, contradicting the bid's claim that Opus & Best was founded in 1985.

8. The Opus & Best Bid Documents authored by defendant BOYE and CC-1 further claimed, in substance and in part, that: "Opus & [ ]Best [wa]s endowed with first class talent of attorneys, accountants and economists performing services principally in the mining, oil and gas sector[,] and listed the purported Opus & Best attorneys and accountants who would work on the Country A matter (hereinafter, collectively, the "Opus & Best Employees").

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<sup>1</sup> "Metadata" is data that provides information about other data. See Merriam Webster online dictionary, "Metadata," available at <http://www.merriam-webster.com/dictionary/metadata>. More specifically, metadata constitutes "[s]tructured information about an electronic file that is embedded in the file, but not normally visible when viewing a printed or on screen rendition of the document, that describes the characteristics, origins, usage and validity of other electronic files. . . . Metadata can be characterized as application metadata or system metadata. Application metadata is information not visible on the printed page, but embedded in the document file, remaining with the file if it is copied. . . . Important types of metadata that may be embedded in . . . files includes: title, subject, author, comments, revision number, last print date, creation date, last save time, total editing time. Some documents may also include prior revisions and comments embedded in the metadata. System metadata is not embedded in the file, and instead is stored externally on the computer file system. System metadata does not remain with a file when it is copied. System metadata may include a file name, size, location, path, creation date and modification date. While application metadata can be modified, it is very difficult to modify system metadata. . . ." See Lexbe, "e-Discovery & Metadata Definitions," available at <http://www.lexbe.com/hp/define-e-discovery-metadata.htm>.

9. With the exception of a "staff attorney" listed by defendant BOYE and CC-1 among the purported Opus & Best Employees, there was no record of individuals of those same names being admitted to practice law in New York or New Jersey. With respect to the listed "staff attorney," there was an attorney with the same name who was admitted to practice in the State of New York, but this attorney worked in the Tokyo, Japan office of a U.S.-based law firm, not as an attorney for Opus & Best in New York.

10. Nor was there any record, in the New York State's Office of Professions' official online database, that the accountants listed by defendant BOYE and CC-1 among the Opus & Best Employees held certified public accountancy licenses.

11. Although, in reality, defendant BOYE was the sole member of Opus & Best, defendant BOYE did not disclose his affiliation with Opus & Best to Country A in the Bid Documents that he and CC-1 secretly authored. Indeed, in the Bid Documents' "Statement of any Potential Conflicts of Interest," defendant BOYE and CC-1 falsely "confirm[ed] that [Opus & Best] ha[d] no conflicts of interest in undertaking th[e] assignment[.]"

12. Defendant BOYE and CC-1 also caused the Bid Documents to list as "Relevant Consulting Experience in the last Five (5) Years/References," Opus & Best's purported "[p]rovision of consulting services" to another foreign sovereign nation ("Country B"). According to Country B, however, Opus & Best had never been awarded any type of consulting services contract by Country B.

13. In Appendix C, under the heading "Terms and Conditions," defendant BOYE and CC-1 caused the Opus & Best Bid Documents to falsely state, in substance and in part, that: "there [we]re no third party beneficiaries to th[e] [proposed] Agreement" between Opus & Best and Country A. This representation was materially false given that defendant BOYE himself was an undisclosed third-party beneficiary of the Contract, in that he intended to misappropriate the multi-million dollar contract for his own personal benefit.

14. As a member of the Bid Review Committee responsible for reviewing and scoring the bids submitted for the Contract, defendant BOYE was able to steer the Country A Contract to Opus & Best, particularly by exploiting the deference that Country A personnel paid to defendant BOYE as an international petroleum tax advisor to Country A.

15. After the Contract was awarded to Opus & Best, through the manipulation by defendant BOYE of the bid process, Country A entered into a "Contract for Consulting Services" with Opus & Best on or about June 3, 2012 (the "Consulting Contract"). In the Consulting Contract, defendant BOYE was listed as one of the two project coordinators acting on behalf of Country A, and as a project coordinator, defendant BOYE was, in substance and in part,

“responsible for the coordination of activities under th[e] [Consulting] Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for the payment.”

16. Pursuant to the terms of the Consulting Contract, Country A caused wire transfers totaling more than \$3.5 million to be made from the Country A Account to the Opus & Best -0399 Account, between in or about June 2012 through in or about December 2012. These wire transfers included the following Contract payments and, in each case, defendant BOYE, exerting his undisclosed control of the Opus & Best -0399 Account, diverted the Contract payments to his own personal use:

- a. a wire transfer of approximately \$1,080,000 on or about June 15, 2012;
- b. a wire transfer of approximately \$432,000 on or about July 20, 2012;
- c. a wire transfer of approximately \$720,000 on or about August 3, 2012;
- d. a wire transfer of approximately \$648,000 on or about December 12, 2012; and
- e. a wire transfer of approximately \$630,000 on or about December 17, 2012.

17. As recently as in or about May 2013, defendant BOYE impersonated, or caused the impersonation of, a purported employee of Opus & Best, in an attempt to fraudulently collect an additional Contract payment from Country A. For example, on or about May 26, 2013, purported Opus & Best Employee, “D.L.,” attached to an email to certain Country A representatives, an invoice for a “final payment” of approximately \$630,000 purportedly owed to “Opus & Best” under the Consulting Contract. The wiring instructions at the bottom of the invoice provided that the approximately \$630,000 payment should be made, as before, to the Opus & Best -0399 Account – an account controlled by defendant BOYE.

18. Even as late as this email communication in or about May 2013, there was no disclosure by defendant BOYE to Country A that just a few months prior, in or about March 2013, defendant BOYE and others caused Opus & Best to be incorporated in the State of New Jersey with defendant BOYE’s Franklin Lakes, New Jersey residence as the listed corporate address – further evidence of defendant BOYE’s control of Opus & Best.

19. Rather than disclosing his affiliation with Opus & Best to Country A, defendant BOYE and his co-conspirators sought new opportunities to

fraudulently obtain moneys from Country A. For example, after registering an Opus & Best entity as a Hong Kong company, in or about December 2012 (“Opus & Best-Hong Kong”), defendant BOYE caused Opus & Best-Hong Kong, in partnership with a local Hong Kong law firm, to attempt to enter into a contract for “Tax Consulting and Advisory Services” with Country A in or about April 2013. In seeking this engagement, Opus & Best-Hong Kong – whose sole director was defendant BOYE – and its local law firm partner sought an advanced payment of approximately \$250,000 from Country A. Country A did not accept the proposal, and defendant BOYE left Country A shortly thereafter.