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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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UNITED STATES OF AMERICA,

Plaintiff,

-v.-

ANY AND ALL FUNDS ON DEPOSIT IN
ACCOUNT NUMBER 0139874788, AT
REGIONS BANK, HELD IN THE NAME OF
EFANS TRADING CORPORATION,

ANY AND ALL FUNDS ON DEPOSIT IN
ACCOUNT NUMBER 0139873099, AT
REGIONS BANK, HELD IN THE NAME OF
UNICORN TIRE CORPORATION,

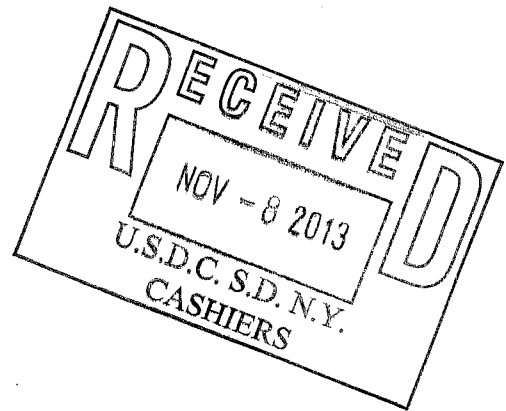
ANY AND ALL FUNDS ON DEPOSIT IN
ACCOUNT NUMBER 5340016888, AT
RENASANT BANK, HELD IN THE NAME OF
UNICORN TIRE CORPORATION,

UP TO \$2,382,195 ON DEPOSIT IN
ACCOUNT NUMBER 229042055140, AT
BANK OF AMERICA, N.A., HELD IN THE
NAME OF MND ENTERPRISES INC.,

TWELVE VEHICLES SEIZED FROM THE
PORT OF NEW YORK AND NEW JERSEY,

TWENTY-SEVEN VEHICLES HELD FOR
REDELIVERY TO THE UNITED STATES,

EIGHT VEHICLES SEIZED FROM GOLDEN



VERIFIED COMPLAINT

13 Civ. ____

GLOBAL FREIGHT FORWARDER, :

Defendants-in-rem. :

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STATE OF NEW YORK)
COUNTY OF NEW YORK) ss:
SOUTHERN DISTRICT OF NEW YORK)

Plaintiff United States of America, by its attorney, Preet Bharara, United States Attorney for the Southern District of New York, for its verified complaint alleges upon information and belief as follows:

I. JURISDICTION AND VENUE

1. This action is brought pursuant to Title 19, United States Code, Section 1595a(d), seeking the forfeiture of the following property:

a. Any and all funds on deposit in Account Number 0139874788, at Regions Bank, held in the name of Efans Trading Corporation (the "EFANS REGIONS ACCOUNT");

b. Any and all funds on deposit in Account Number 0139873099, at Regions Bank, held in the name of Unicorn Tire Corporation (the "UNICORN REGIONS ACCOUNT");

c. Any and all funds on deposit in Account Number 5340016888, at Renasant Bank, held in the name of Unicorn Tire Corporation (the "UNICORN RENASANT ACCOUNT");

d. Up to \$2,382,195 on deposit in Account Number 229042055140, at Bank of America, N.A., held in the name of MND Enterprises Inc. (the "MND ACCOUNT");

e. Twelve Vehicles Seized from the Port of New York and New Jersey (the “TWELVE VEHICLES”);

f. Twenty-Seven Vehicles Held for Redelivery to the United States (the “TWENTY-SEVEN VEHICLES”); and

g. Eight Vehicles Seized from Golden Global Freight Forwarder (the “EIGHT VEHICLES”);

(a through g collectively, the “Defendant Property”).

2. This Court has jurisdiction over this action pursuant to Title 28, United States Code, Sections 1345 and 1355.

3. Venue is proper under Title 28, United States Code, Section 1355(b)(1)(A) because acts and omissions giving rise to forfeiture took place in the Southern District of New York.

II. PROBABLE CAUSE FOR FORFEITURE

A. OVERVIEW

4. As set forth below, there is probable cause to believe that the Defendant Property is subject to forfeiture to the United States pursuant to Title 19, United States Code, Section 1595a(d), which reads, in pertinent part, as follows:

“Merchandise exported or sent from the United States or attempted to be exported or sent from the United States contrary to law, or the proceeds or value thereof, and property used to facilitate the exporting or sending of such merchandise, the attempted exporting or sending of such merchandise, or the receipt, purchase, transportation, concealment, or sale of such merchandise prior to exportation shall be seized and forfeited to the United States.”

5. The EFANS REGIONS ACCOUNT, the UNICORN REGIONS ACCOUNT, and the MND ACCOUNT are subject to forfeiture to the United States under Title

19, United States Code, Section 1595a(d) because they contain the "proceeds or the value" of "merchandise exported or sent from the United States or attempted to be exported or sent from the United States contrary to law."

6. The EFANS REGIONS ACCOUNT, the UNICORN REGIONS ACCOUNT, and the UNICORN RENASANT ACCOUNT are subject to forfeiture to the United States under Title 19, United States Code, Section 1595a(d) because they were "used to facilitate" the "exporting or sending of such merchandise" and the "receipt, purchase, transportation, concealment or sale of such merchandise."

7. The TWELVE VEHICLES, the TWENTY-SEVEN VEHICLES, and the EIGHT VEHICLES are subject to seizure and forfeiture to the United States under Title 19, United States Code, Section 1595a(d) because they constitute "merchandise exported or sent from the United States or attempted to be exported or sent from the United States contrary to law."

8. The merchandise at issue here was exported or sent from the United States, or attempted to be exported or sent from the United States, "contrary to law," within the meaning of Title 19, United States Code, Section 1595a(d), because it was exported, sent, or attempted to be exported or sent in violation of Title 18, United States Code, Sections 1341, 1343 and 1349 (mail fraud, wire fraud and conspiracy to commit mail and wire fraud), and in violation of Title 13, United States Code, Section 305(a)(2) (using a shipper's export declaration to further an illegal activity, here, mail fraud, wire fraud, and conspiracy to commit mail and wire fraud).

B. BACKGROUND

9. Automobile manufacturers generally have contractual agreements with their dealerships that new automobiles made for sale within the United States may not be sold to individuals or companies intending to export the new automobiles outside the United States.

10. Automobile manufacturers impose this prohibition on exporting new automobiles because unauthorized exports of their new automobiles cause numerous financial problems to the manufacturers by creating problems in the manufacturers' distribution markets, causing market infringement problems, harming franchise dealerships, and causing problems relating to vehicle recall registration and service.

11. The contractual agreements between automobile manufacturers and dealerships often carry monetary penalties, commonly called "charge backs," which automobile manufacturers may assess against dealerships if the manufacturers determine that dealerships are selling new automobiles to purchasers who intend to export them rather than use them in the United States. Review of one such vehicle export policy, set forth by Mercedes Benz U.S.A. ("MBUSA"), revealed the following: According to the policy, "the dealer agrees that it will not sell Mercedes-Benz or Maybach passenger Vehicles for resale or use outside of the United States of America or its territories," and "[t]he dealer also agrees to be bound by and comply with any export policy established by MBUSA." The policy further states that "if a vehicle is identified as having been exported and it is determined that the Vehicle was exported within one year of the initial retail date, MBUSA shall impose the three following charges: 1) the selling dealer will be assessed an administrative expense equal to 8.5% of the MSRP for that Vehicle, 2) any market support funds or special program discounts paid by MBUSA for that Vehicle will be charged

back, and 3) the dealership will lose one like-model unit on the next decade allocation.”

12. Dealerships often require purchasers of vehicles to sign agreements acknowledging an automobile manufacturer’s export policy. One such agreement from BMW of Stratham (Ira Motor Group) states the following: “BMW of Stratham as an authorized BMW dealer is permitted to distribute BMW vehicles solely within BMW of North America’s exclusive sales territory. BMWNA’s territory is North America. In the event that a BMW vehicle sold by BMW of Stratham is exported from the permitted sales territory, BMWNA assesses charges and other related costs against the dealer that sold or leased that vehicle to affirmatively warrant and represent in writing that the vehicle being purchased or leased is intended for use within the aforementioned sales territory, and that the vehicle will not be exported, directly or indirectly, from the sales territory.”

13. Automobile manufacturers maintain an “Auto-Exporters” list, which is updated daily, and which is accessible by all of their dealers. The list is comprised of individuals, their associates, and companies engaged in the exporting of vehicles produced for sale within the United States. Dealerships are obligated to check this list when selling cars, so as to confirm that the prospective purchaser is not on the list. Dealers are prohibited from selling a vehicle to a person on the list. If a dealer sells a car to someone on the list, regardless of whether the vehicle has been exported or not, the dealer is subject to penalties from the manufacturer.

14. A broker is an individual that acts on behalf of another to arrange a deal or negotiate a purchase. In the world of vehicle brokers, this individual might receive an order for a specific type of vehicle from an overseas buyer. The broker will then contact various dealerships to find and purchase that vehicle, not informing the dealership that the vehicle is actually

intended for export from the United States.

15. Thereafter, to avoid the appearance that the vehicle is intended for immediate export, the broker will utilize a "straw buyer" to purchase and title the vehicle. A "straw buyer" can simply be defined as a buyer who is conducting a transaction, and is acting as a proxy for another person, and therefore not the ultimate user of the vehicle. Here, the straw buyer is typically an unwitting individual recruited by the broker, who receives minimal compensation for their cooperation. The straw buyer, at the broker's direction, goes to the dealership and purchases the vehicle, without test driving it or negotiating price. Once the straw buyer purchases the vehicle, he or she turns it over to the broker who recruited him or her to make the purchase. The straw buyer later receives title documents for the vehicle in the mail, which the straw buyer also turns over to the broker.

16. As part of the broker's scheme to purchase the vehicle in this manner, false statements are often made to the dealership concerning the buyer's intended use of the vehicle. In some cases, for instance, the straw buyer signs a form representing to the dealership that the vehicle will not be exported out of the United States for a period of at least twelve months. As a result of these false representations concerning the buyer's intended use of the vehicle, the dealership sells the vehicle to the straw buyer.

17. Moreover, before the vehicle can leave the dealership, the straw buyer must typically show that he or she has purchased insurance for the vehicle. Accordingly, either the straw buyer or the broker will sign up for an insurance policy over the phone or the Internet, which, in most cases, is cancelled after the vehicle leaves the dealership but before any payments are made on the policy. When the straw buyer or the broker signs up for the insurance policy,

false statements are made to the insurance company with respect to the straw buyer's intended use of the vehicle. In some cases, for instance, the insurance company is told that the vehicle will be garaged at the home of the straw buyer, even though the vehicle will never even arrive at the straw buyer's home. As a result of these false representations, the insurance company issues an insurance policy for the vehicle. Were the insurance company told the truth, i.e., that the vehicle was going to be immediately exported from the country, the company would not issue the policy.

18. When the broker exports the vehicle that the straw buyer has purchased, the broker must report the export to the United States on a form known as the "Shipper's Export Declaration" ("SED"). An SED filing is generally required by the United States Census Bureau for exports that are valued at more than \$2,500. Congress, through the enactment of Title 13, United States Code, Section 305, has provided for criminal penalties for, inter alia, any person who knowingly uses an SED to further any illegal activity. Despite the provisions of Title 13, United States Code, Section 305, vehicle brokers routinely cause SEDs to be completed in a manner that furthers their fraudulent scheme to purchase luxury vehicles for export.

19. Vehicle brokers stand to make substantial profits through the successful execution of this scheme. A high-end exotic vehicle, such as a Mercedes Benz, Porsche, Landover, Audi, or BMW, will often net double or triple its value overseas. Therefore, a vehicle valued at \$100,000 in the United States commands \$200,000 to \$300,000 in the international market. Shipping two containers containing four vehicles a month would net well over \$400,000 income in international markets, based upon the illegal smuggling of vehicles manufactured for sale inside the United States.

C. EFANS AND UNICORN TIRE

20. The U.S. Department of Homeland Security, Immigration and Customs Enforcement ("ICE"), Homeland Security Investigations ("HSI") has been investigating a particular vehicle broker known as Efans Trading Corporation ("Efans").

21. Efans is a business located at 4660 Distriplex Drive, Memphis, Tennessee, in a building that Efans shares with a company called Unicorn Tire Corporation ("Unicorn Tire"). According to Unicorn Tire's website, Unicorn Tire is a U.S.-based tire company specializing in the import and wholesale of a wide range of Chinese tires. Efans does not have a website. Efans and Unicorn Tire have the same two owners ("Owner-1" and "Owner-2").

22. Efans is a major exporter of luxury vehicles from the United States to China. In 2012, for instance, Efans exported vehicles valued at over \$80,000,000, the vast majority of which were shipped out of the United States from the Port of New York and New Jersey (the "Port").

23. On or about June 7, 2013, HSI agents in Memphis, Tennessee spoke with a former employee of Efans ("Employee-1"). Employee-1 was referred to HSI by the Memphis Police Department, where Employee-1 had gone to make a walk-in report about possible illegal activities at Efans and Unicorn Tire. During Employee-1's interview with HSI, Employee-1 provided, in substance and in part, the following information:

a. Employee-1 began working for Efans in November 2012 as an office assistant.

b. Efans and Unicorn Tire are both owned by Owner-1 and Owner-2. The two companies are divided by physical location in the building at 4660 Distriplex Drive West, with Unicorn Tire occupying the office space on the first floor of the building, and Efans

occupying the second floor of the building.

c. Efans is a business that deals solely with the purchase and export of luxury cars, including cars made by Mercedes Benz, Porsche, Audi, BMW, and Ford (F-150s). In 2012, Efans exported approximately 2,000 luxury cars out of the United States to multiple destinations in China. Efans set a goal of purchasing and exporting 3,000 luxury cars in 2013.

d. Employee-1's responsibilities at Efans included preparing contracts, bills of lading and other documents relating to the purchase of these luxury cars. Employee-1 was also responsible for physically inspecting the cars that were brought to the warehouse that was located on the first floor of 4660 Distriplex Drive West (the "Warehouse"). The majority of vehicles that Employee-1 processed had less than 100 miles on them. Employee-1 recalled one situation where a vehicle being processed for transfer was discovered to have approximately 260 miles on the odometer and, upon learning this, one of the members of management became enraged and began screaming at various Efans employees.

e. Employee-1 did not process a large amount of vehicles through the Warehouse. Employee-1's understanding was that most of the vehicles were purchased outside of the Memphis area, and only the vehicles that were purchased in the Memphis area were brought to the Warehouse. Once a vehicle was processed at the Warehouse, it would be placed on a truck and driven to the Port for shipment out of the country. Vehicles purchased outside of the Memphis area were trucked directly to the Port after purchase, for shipment out of the country.

f. Employee-1 never saw a large amount of tires being shipped into or out of Unicorn Tire's place of business at 4660 Distriplex Drive West. Employee-1 observed some tires in the Warehouse, but not a large volume of tires.

g. Efans uses multiple different persons to buy cars. During the course of Employee-1's work at Efans, Employee-1 observed a large number of Regions Bank cashier's checks, which Employee-1 believes were used by Efans for the purchase of vehicles.

h. In the early part of 2013, Efans management attempted to require all Efans employees to sign non-disclosure forms, which would have precluded them from discussing company business outside of the business. Prior to Efans' attempt to require its employees to sign non-disclosure forms, there had been rumors circulating within Efans about a similar luxury car purchaser and exporter getting into trouble in Detroit, Michigan. Employee-1 refused to sign the non-disclosure form, because Employee-1 was beginning to feel that there may have been something illegal about Efans' business.

i. In May 2013, Employee-1 was laid off from Efans and was told that the layoff was due to a downturn in business.

D. THE EFANS, UNICORN TIRE, AND MND BANK ACCOUNTS

24. Efans and Unicorn Tire each maintain business checking accounts at Regions Bank in Cordova, Tennessee (the "EFANS REGIONS ACCOUNT" and the "UNICORN REGIONS ACCOUNT," respectively). Bank records from Regions Bank show that the UNICORN REGIONS ACCOUNT was opened on or about February 8, 2011, and the EFANS REGIONS ACCOUNT was opened on or about April 14, 2011. Owner-1 and Owner-2 are the authorized signers of record on both of the accounts, and the customer e-mail address of record on both of the accounts contains Owner-1's last name.

25. From the inception of the EFANS REGIONS ACCOUNT, millions of dollars have passed through the EFANS REGIONS ACCOUNT each month. The EFANS REGIONS ACCOUNT, however, is a zero balance account, meaning that the balance of the

account is \$0 at the beginning and end of each month. Further, since the inception of the EFANS REGIONS ACCOUNT, the deposits and credits coming into the EFANS REGIONS ACCOUNT have consisted almost entirely of wire transfers from the UNICORN REGIONS ACCOUNT, and export payments from companies in China. Moreover, since the inception of the EFANS REGIONS ACCOUNT, the withdrawals from the EFANS REGIONS ACCOUNT have consisted almost entirely of domestic wire transfers to other U.S. companies (the "Domestic Wire Transfers"), bank debits in the form of cashier's checks (the "Cashier's Checks"), and wire transfers back to the UNICORN REGIONS ACCOUNT.

26. One of the U.S. companies that has received Domestic Wire Transfers from the EFANS REGIONS ACCOUNT is MND Enterprises Inc ("MND"). MND maintains an account at Bank of America, N.A. (the "MND ACCOUNT"). Bank records show that the authorized signed of record on the MND Account is the company's registered agent ("Individual-1"). Moreover, during the time period between December 18, 2012 and May 3, 2013, the MND Account received approximately \$2,382,195 in wire transfers from the EFANS REGIONS ACCOUNT.

27. Bank records also show that the Domestic Wire Transfers and Cashier's Checks that have come from the EFANS REGIONS ACCOUNT are generally payments that Efans has made in connection with the purchase of luxury vehicles for export. Typically, the Cashier's Checks are drawn on the EFANS REGIONS ACCOUNT and made out directly to automobile dealerships. And typically, the Domestic Wire Transfers are used by the U.S. companies that receive them, including MND, to make payments to automobile dealerships. For instance, MND makes multiple monthly payments to automobile dealerships, including

dealerships that sell cars manufactured by Mercedes Benz, BMW, and Porsche.¹

28. Thus, money flows into and out of the EFANS REGIONS ACCOUNT each month according to the following general pattern:

- a. Each month, Owner-1 and Owner-2 make multiple transfers of money from the UNICORN REGIONS ACCOUNT, which they control, to the EFANS REGIONS ACCOUNT, which they also control. For instance, during the time period between October 1, 2012 and July 31, 2013, Owner-1 and Owner-2 made numerous transfers of money from the UNICORN REGIONS ACCOUNT to the EFANS REGIONS ACCOUNT, valued at over \$46,000,000 in total.
- b. Efans uses this money to fund the purchase of luxury vehicles, either through the Cashier's Checks, which are made out directly to automobile dealerships, or through the Domestic Wire Transfers to other U.S. companies, which themselves make payments to automobile dealerships.
- c. After Efans purchases the luxury vehicles and exports them to China, the companies in China who have bought the vehicles from Efans wire export payments to the EFANS REGIONS ACCOUNT. Each month, the EFANS REGIONS ACCOUNT receives millions of dollars in export payments from China.
- d. The export payments sent to the EFANS REGIONS ACCOUNT each month are either used to fund the purchase of more luxury vehicles, through the Cashier's Checks or the Domestic Wire Transfers to other U.S. companies, or sent back to the UNICORN

¹ I have also reviewed a website maintained by Individual-1, <http://www.earnextracashparttime.com/>, in which MND holds itself out as being engaged in the business of recruiting others to purchase cars for immediate export overseas.

REGIONS ACCOUNT. For instance, during the time period between October 1, 2012 and July 31, 2013, Owner-1 and Owner-2 made numerous transfers of money back from the EFANS REGIONS ACCOUNT to the UNICORN REGIONS ACCOUNT, valued at over \$47,000,000 in total.

e. After the UNICORN REGIONS ACCOUNT receives export payments from the EFANS REGIONS ACCOUNT, the cycle begins again, with Owner-1 and Owner-2 transferring money from the UNICORN REGIONS ACCOUNT to the EFANS REGIONS ACCOUNT to fund the purchase of more luxury vehicles.

f. Accordingly, the UNICORN REGIONS ACCOUNT serves both as a source of funding for the purchase of luxury vehicles by Efans, and as a repository for proceeds accumulated by Efans from the sale of the vehicles in China.

g. Further, MND and other U.S. companies also receive proceeds accumulated by Efans from the sale of the vehicles in China, which they use to buy additional vehicles for export.

29. In addition to maintaining accounts at Regions Bank, Efans and Unicorn Tire each maintain business checking accounts at Renasant Bank in Germantown, Tennessee (the "Efans Renasant Account" and the "UNICORN RENASANT ACCOUNT," respectively). Bank records show that both the Efans Renasant Account and the UNICORN RENASANT ACCOUNT were opened on or about June 5, 2012. Moreover, Owner-1 and Owner-2 are the authorized signers of record on both of the accounts, and the customer e-mail address of record on both of the accounts contains Owner-1's last name.

30. From January 2013 through September 2013, although the Efans Renasant Account did not have any significant activity, several million dollars passed through the

UNICORN RENASANT ACCOUNT each month. During this time period, moreover, the UNICORN RENASANT ACCOUNT wrote numerous checks to the UNICORN REGIONS ACCOUNT each month, valued at over \$37,000,000 in total. As noted above, during the same time period, Owner-1 and Owner-2 made multiple transfers from the UNICORN REGIONS ACCOUNT to the EFANS REGIONS ACCOUNT each month, totaling millions of dollars, which Efans used to fund the purchase of luxury vehicles. Accordingly, the flow of money from the UNICORN RENASANT ACCOUNT to the UNICORN REGIONS ACCOUNT, and then from there to the EFANS REGIONS ACCOUNT, shows that the UNICORN RENASANT ACCOUNT has served as a source of funding for the purchase of luxury vehicles by Efans.

E. EFANS' EXPORT OF LUXURY VEHICLES THROUGH FRAUD

31. In the course of its investigation, HSI has discovered that Efans, in purchasing and exporting luxury vehicles, has employed a scheme to defraud, in violation of Title 18, United States Code, Sections 1341, 1343 and 1349 (mail fraud, wire fraud and conspiracy to commit mail and wire fraud), and in violation of Title 13, United States Code, Section 305(a)(2) (using a shipper's export declaration to further an illegal activity, here, mail fraud, wire fraud and conspiracy to commit mail and wire fraud).

32. HSI has identified a number of specific instances where, by employing this scheme to defraud, Efans was able to purchase particular vehicles and export them from the country. To wit, on or about April 24, 2013, at the request of HSI, United States Customs and Border Protection ("CBP") placed holds on six containers located at the New York Container Terminal of the Port in Staten Island, New York (the "Representative Containers"). Efans was exporting the Representative Containers from the Port to Grand Union Auto Trading in Tianjin, China.

33. On or about April 29, 2013, HSI agents, in conjunction with CBP officers, examined the contents of the Representative Containers being exported by Efans. From this examination, HSI determined that each of the Representative Containers held two 2013 BMW X5 vehicles (the "Representative Vehicles"), and that each of the Representative Vehicles bore a Vehicle Identification Number ("VIN"), which HSI recorded.² A VIN is a unique code, including a serial number, used by the automotive industry to identify individual motor vehicles, and to track the export of particular vehicles from the country.

34. According to records maintained by CBP, Efans caused Shipper's Export Declarations, or SEDs, to be submitted to CBP for each of the Representative Vehicles in connection with their export from the country. However, the SEDs that Efans caused to be submitted to CBP did not list any of the VINs for the Representative Vehicles. CBP records, moreover, indicate that Efans routinely causes SEDs to be submitted to CBP that do not list the VINs of the luxury vehicles that Efans is exporting. If a VIN is omitted from an SED, the omission effectively conceals from the automobile manufacturer the fact that the vehicle is being exported.

35. Following HSI's examination of the Representative Containers, and using the VINs that appeared on each of the Representative Vehicles being exported by Efans, HSI obtained the sale records for the Representative Vehicles. The sale records reveal that the Representative Vehicles were purchased in March and April of 2013 in the Southern District of New York and elsewhere, very shortly prior to Efans sending the vehicles to the Port for export. The sale records also reveal a pattern of Efans purchasing vehicles through the use of straw

² After completing the examination, and so as to maintain the covert nature of the investigation at that time, HSI released the Representative Vehicles for export to China.

buyers, who pay for the vehicles in full on the date of the sale, using cashier's checks drawn on the EFANS REGIONS ACCOUNT. For instance:

a. On or about March 27, 2013, a straw buyer ("Straw Buyer-1") purchased one of the Representative Vehicles from BMW of the Hudson Valley in Poughkeepsie, New York. Straw Buyer-1 paid for the vehicle with a cashier's check made out to BMW of the Hudson Valley in the amount of \$55,324.25, which was issued by Regions Bank on March 26, 2013. Bank records for the EFANS REGIONS ACCOUNT show that on March 26, 2013, a cashier's check was drawn on the EFANS REGIONS ACCOUNT from Regions Bank in the amount of \$55,324.25.

b. On or about April 12, 2013, three different straw buyers ("Straw Buyer-2," "Straw Buyer-3," and "Straw Buyer-4") purchased three of the Representative Vehicles from BMW of Sterling in Sterling, Virginia. Straw Buyer-2, Straw Buyer-3, and Straw Buyer-4, respectively, purchased the vehicles with cashier's checks made out to BMW of Sterling in the amount of \$52,823.68 each, which were issued by Regions Bank on April 10, 2013. Bank records for the EFANS REGIONS ACCOUNT show that on April 10, 2013, three cashier's checks were drawn on the EFANS REGIONS ACCOUNT from Regions Bank in the amount of \$52,823.68 each.

c. On or about April 13, 2013, a straw buyer ("Straw Buyer-5") purchased one of the Representative Vehicles from BMW of Oyster Bay in Oyster Bay, New York. Straw Buyer-5 purchased the vehicle with a cashier's check made out to Oyster Bay BMW in the amount of \$60,691.00, which was issued by Regions Bank on April 12, 2013. Bank records for the EFANS REGIONS ACCOUNT show that on April 12, 2013, a cashier's check

was drawn on the EFANS REGIONS ACCOUNT from Regions Bank in the amount of \$60,691.00.

d. On or about April 13, 2013, two different straw buyers ("Straw Buyer-6" and "Straw Buyer-7") purchased two of the Representative Vehicles from BMW of Sterling. Straw Buyer-6 and Straw Buyer-7, respectively, purchased the vehicles with cashier's checks made out to BMW of Sterling in the amount of \$51,797.53 each, which were issued by Regions Bank on April 12, 2013. Bank records for the EFANS REGIONS ACCOUNT show that on April 12, 2013, two cashier's checks were drawn on the EFANS REGIONS ACCOUNT from Regions Bank in the amount of \$51,797.53 each.

36. Further, HSI agents have located and conducted interviews of some of the straw buyers who Efans recruited to buy the Representative Vehicles. From these interviews, among other things, HSI has learned that the straw buyers were recruited by Efans to purchase the vehicles in exchange for minimal compensation, typically between one and three hundred dollars. Moreover, HSI has also learned that false statements were made in connection with the straw buyers' purchase of the vehicles for Efans. In some cases, the straw buyers made false statements to the dealership concerning their intended use of the vehicles. And in some cases, when insurance policies were obtained for the vehicles, false statements were made to the insurance companies concerning the straw buyers' intended use of the vehicles. For instance:

Straw Buyer-1

a. On or about May 22, 2013, an HSI agent, along with an investigator from the United States Attorney's Office for the Southern District of New York, conducted an interview of Straw Buyer-1. Straw Buyer-1, as discussed above, purchased one of

the Representative Vehicles for Efans on or about March 27, 2013 from BMW of the Hudson Valley. During HSI's interview of Straw Buyer-1, during the interview, Straw Buyer-1 stated, in substance and in part, as follows:

(i) One of Straw Buyer-1's old neighbors introduced Straw Buyer-1 to a recruiter ("Recruiter-1") who gave Straw Buyer-1 instructions on how to purchase new luxury vehicles, including Mercedes Benze Bluetec SUVs, BMW SUVs, and Porsche Cayennes. Straw Buyer-1 believes that Recruiter-1 is currently employed as a sushi chef in New Jersey.

(ii) Straw-Buyer 1, at the direction of Recruiter-1, has purchased approximately eight or nine luxury vehicles in New Jersey and New York, including the vehicle purchased on March 27, 2013. Prior to purchasing a vehicle, Straw Buyer-1 typically met Recruiter-1 outside the car dealership, where Recruiter-1 would provide Straw Buyer-1 with a cashier's check to use as payment for the vehicle. Recruiter-1 generally waited outside the dealership until the purchase was complete, and all of the paperwork at the dealership would generally be set up when Straw Buyer-1 arrived on the day of the purchase.

(iii) On some occasions, Straw Buyer-1 drove the purchased vehicles from the dealerships and dropped them off in the shipping yard in Newark, New Jersey. On other occasions, unknown drivers would take possession of the vehicles from Straw Buyer-1.

(iv) Straw Buyer-1 was typically paid between one and two hundred dollars to purchase a vehicle.

(v) Straw Buyer-1 picked up license plates for the vehicles in Princeton, New Jersey, and received vehicle titles in the mail in Union, New Jersey. After receiving the license plates and titles, Straw Buyer-1 turned them over to Recruiter-1.

b. According to records obtained from Geico, in March and April of 2013, online applications were made to Geico for insurance policies on nine different luxury vehicles purchased by Straw Buyer-1. The applications for these insurance policies falsely represented to Geico that the vehicles would be garaged in Roselle, New Jersey, where Straw Buyer-1 lived, rather than sent to the Port for immediate export overseas. The Geico records further indicate that on April 18, 2013, very shortly after the vehicles were purchased, all of the policies were cancelled.

Straw Buyer 4

c. On or about June 20, 2013, HSI agents conducted an interview of Straw Buyer-4. Straw Buyer-4, as discussed above, purchased one of the Representative Vehicles for Efans on or about April 12, 2013 from BMW of Sterling. During HSI's interview of Straw Buyer-4, Straw Buyer-4 stated, in substance and in part, as follows:

(i) In or about March of 2013, Straw Buyer-4 saw an advertisement on Craig's List looking for car buyers. Straw Buyer-4 answered the advertisement and had several conversations with a recruiter ("Recruiter-2"), during which Recruiter-2 stated that Straw Buyer-4 would be helping out the dealerships by getting cars off their lots and helping them get rid of their inventory.

(ii) Straw Buyer-4 agreed to meet Recruiter-2 on April 12, 2013 at BMW of Sterling. Straw Buyer-4 met Recruiter-2 in the parking lot and received directions from Recruiter-2. Based on the directions that Straw Buyer-4 received, Straw Buyer-4 went into the lobby area of BMW of Sterling. Thereafter, Straw Buyer-4 was called over by a man who asked Straw Buyer-4 to sign some paperwork to buy a BMW.

(iii) Among the paperwork signed by Straw Buyer-4 at BMW

of Sterling was a document entitled "Agreement Not To Export Vehicle," which I have reviewed. The Agreement Not To Export Vehicle lists the year, make, model, and Vehicle Identification Number ("VIN") for the vehicle, and falsely states that the vehicle will not be exported from the United States for at least one year. It reads, in pertinent part, as follows:

In reliance upon [Straw Buyer-4's] promise(s) that the following vehicle will only be used in the United States for at least twelve (12) months from the date of delivery, BMW & Mini of Sterling agrees to sell said vehicle to [Straw Buyer-4]. . . . If said vehicle is exported out of the United States within one (1) year from the purchase date, purchaser will pay BMW & Mini of Sterling \$15,000 as export and charge back fees plus any legal fees incurred by BMW & Mini of Sterling enforcing this agreement."

Straw Buyer-4 recalled signing this document and confirmed that the document bore Straw Buyer-4's signature.

(iv) The same man who asked Straw Buyer-4 to sign the paperwork to purchase the BMW also provided Straw Buyer-4 with a check to use as payment for the vehicle.

(v) After purchasing the vehicle, Straw Buyer-4 went outside the dealership and met with Recruiter-2, where Straw Buyer-4 signed papers turning the car over to Recruiter-2. Straw Buyer-4 never received any keys for the car, never negotiated for the car, never test drove or even saw the car, and never met a salesman at the dealership.

(vi) Outside the dealership, after Straw Buyer-4 signed papers turning the car over to Recruiter-2, Recruiter-2 provided Straw Buyer-4 with three hundred dollars for making the purchase.

Straw Buyer 7

d. On or about June 3, 2013, HSI agents conducted an interview of Straw Buyer-7. Straw Buyer-7, as discussed above, purchased one of the Representative Vehicles for Efans on or about April 13, 2013 from BMW of Sterling. During HSI's interview of Straw Buyer-7, Straw Buyer-7 stated, in substance and in part, as follows:

(i) In approximately March of 2013, Straw Buyer-7 saw an advertisement on Craig's List looking for car buyers with United Services Automobile Association ("USAA") Insurance. (USAA offers car insurance to past and present members of the Armed Forces and their immediate families. According to publicly available records, USAA policy holders receive a discount on new cars that they purchase.)

(ii) On or about March 20, 2013, Straw Buyer-7 responded to the Craig's List advertisement by text, stating, in substance and in part, that Straw Buyer-7 was a USAA member and was interested in a job opportunity. Straw Buyer-7 received a return text from a recruiter ("Recruiter-3") stating, in substance and in part, that Straw Buyer-7 could earn three hundred dollars today.

(iii) Recruiter-3 later instructed Straw Buyer-7 to go to BMW of Fairfax and that Straw Buyer-7 was "locked in" to buy a car. Straw Buyer-7 met Recruiter-3 outside the dealership and they went into the lobby together. Recruiter-3 said that once Straw Buyer-7 had signed the paperwork for the car, Straw Buyer-7 would sign the car over to Recruiter-3. Straw Buyer-7 proceeded to sign the paperwork to purchase the car, and thereafter, signed a form turning the ownership of the car over to Recruiter-3. Recruiter-3 then paid Straw Buyer-7 three hundred dollars. Prior to purchasing the car, Straw Buyer-7 never test drove the

car, never negotiated the price of the car, and never saw a salesman.

(iv) Thereafter, on or about April 9, 2013, Recruiter-3 reached out to Straw Buyer-7 via text and asked whether Straw Buyer-7 wanted another car. Recruiter-3 and Straw Buyer-7 arranged to meet at BMW of Sterling on or about April 13, 2013.

(v) On or about April 13, 2013, Straw Buyer-7 drove to BMW of Sterling and met with Recruiter-3. This time, there were other car buyers with Recruiter-3 who, like Straw Buyer-7, had answered the advertisement for car buyers. One by one, each buyer was called into a salesman's office. When Straw Buyer-7 was called into the salesman's office, the salesman provided her with a check to pay for the car, which Straw Buyer-7 turned over to a woman in the finance office. Straw Buyer-7 was shown a copy of the cashier's check used to pay for the car, which, as discussed above, was made out to BMW of Sterling in the amount of \$51,797.53, and drawn on the EFANS REGIONS ACCOUNT. Straw Buyer-7 recognized the cashier's check as the one the salesman had given Straw Buyer-7. Prior to purchasing the car, Straw Buyer-7 never test drove the car and never negotiated the price of the car.

(vi) Among the paperwork signed by Straw Buyer-7 at BMW of Sterling was a document entitled "Agreement Not To Export Vehicle," which I have reviewed, and which is substantially identical to the Agreement Not to Export Vehicle signed by Straw Buyer-4. The Agreement Not To Export Vehicle signed by Straw Buyer-7 lists the year, make, model, and Vehicle Identification Number ("VIN") for the vehicle, and falsely states that the vehicle will not be exported from the United States for at least one year. It reads, in pertinent part, as follows:

In reliance upon [Straw Buyer-7's] promise(s) that the following vehicle will only be used in the United States for at least twelve (12) months from the date of delivery, BMW & Mini of Sterling agrees to sell said vehicle to [Straw Buyer-7]. . . . If said vehicle is exported out of the United States within one (1) year from the purchase date, purchaser will pay BMW & Mini of Sterling \$15,000 as export and charge back fees plus any legal fees incurred by BMW & Mini of Sterling enforcing this agreement."

(vii) After buying the car, moreover, Straw Buyer-7 filled out paperwork signing the car over to Recruiter-3. On or about May 5, 2013, however, Straw Buyer-7 received the title for this vehicle from the Department of Motor Vehicles, which was accompanied by a registration form showing the car as registered to Straw Buyer-7. Straw Buyer-7 provided a copy of the title and registration to the HSI agents conducting the interview.

37. As the above examples illustrate, there is probable cause to believe that Efans has purchased luxury vehicles and exported them from the country through mail fraud, wire fraud, and conspiracy to commit mail and wire fraud, in violation of Title 18, United States Code, Sections 1341, 1343, and 1349. Specifically, there is probable cause to believe that: (i) Efans devised and employed a scheme to defraud automobile dealerships and insurance companies out of money and property; and (ii) as part of that scheme, Efans caused false statements to be made to the dealerships and to the insurance companies, which were designed to conceal the fact that the luxury vehicles that Efans was purchasing were for immediate export overseas, rather than for the use of drivers in the United States. There is also probable cause to believe that Efans caused the mails and wires to be used in the execution of this fraudulent scheme, by, inter alia, causing titles for the vehicles to be delivered to straw purchasers through the mail, and receiving foreign wire transfers from China in payment for the vehicles.

38. Moreover, as the above examples also illustrate, Efans routinely caused SEDs to be submitted to CBP that omitted the VINs for the vehicles that Efans was purchasing

and exporting through fraud. By omitting the VINs, Efans was able to effectively conceal from the automobile manufacturers the fact that the vehicles were being exported immediately after being purchased, because the VINs were the mechanism by which automobile manufacturers were tracking which vehicles were leaving the country. As a result, there is probable cause to believe that Efans used the SEDs to further Efans' illegal activities – specifically, mail fraud, wire fraud, and conspiracy to commit wire fraud – in violation of Title 13, United States Code Section 305(a)(2) (using a shipper's export declaration to further an illegal activity).

F. THE OCTOBER 7 SEIZURE WARRANTS

39. On or about October 7, 2013, based on the evidence set forth above, the Honorable Gabriel W. Gorenstein, United States Magistrate Judge in Southern District of New York, issued seizure warrants for the EFANS REGIONS ACCOUNT, the UNICORN REGIONS ACCOUNT, and the MND ACCOUNT (the “October 7 Seizure Warrants”), finding probable cause to believe that these accounts were subject to seizure and forfeiture under Title 19, United States Code, Section 1595a(d). The Government executed the October 7 Seizure Warrants on or about October 8, 2013.

40. The October 7 Seizure Warrants included “damming” language that directed Regions Bank to disallow any debits or withdrawals from the EFANS REGIONS ACCOUNT and the UNICORN REGIONS ACCOUNT during the time period between October 8, 2013 and October 21, 2013. Nevertheless, on or about October 15, 2013, a check in the amount of \$567,000 was returned to the UNICORN RENASANT ACCOUNT from the UNICORN REGIONS ACCOUNT (the “Returned Check”). Regions Bank subsequently informed the Government that Returned Check had been sent back to the UNICORN RENASANT ACCOUNT because the UNICORN RENASANT ACCOUNT had insufficient

funds to pay the Returned Check. On or about October 18, 2013, however, the Government issued a freeze letter for the UNICORN RENASANT ACCOUNT, on the grounds that there was probable cause to believe that its contents were subject to seizure and forfeiture under Title 19, United States Code, Section 1595a(d), and on the same date learned that the balance in the UNICORN RENASANT ACCOUNT was over \$2,000,000. On or about November 6, 2013, the Honorable Ronald L. Ellis, United States Magistrate Judge in the Southern District of New York, issued a seizure warrant for the UNICORN RENASANT ACCOUNT, finding probable cause to believe that this account was subject to seizure and forfeiture under Title 19, United States Code, Section 1595a(d).

G. THE TWELVE VEHICLES, THE TWENTY-SEVEN VEHICLES, AND THE EIGHT VEHICLES

41. On or about October 7, 2013, prior to executing the October 7 Seizure Warrants, HSI searched the Shipper's Export Declarations, or SEDs, at the Port for luxury vehicles that were either awaiting shipment overseas by Efans, or were in the process of being shipped overseas by Efans but had not yet reached their destination. From this review of the SEDs, HSI identified: (a) multiple containers on the Port containing vehicles that were awaiting shipment overseas by Efans (the "TWELVE VEHICLES"); and (b) multiple containers on the water containing vehicles that were in the process of being shipped overseas by Efans (the "TWENTY-SEVEN VEHICLES"). The SEDs for the TWELVE VEHICLES and the TWENTY-SEVEN VEHICLES (the "Efans SEDs") failed to identify any of the VIN numbers for the vehicles being shipped. As noted above, if a VIN is omitted from an SED, the omission effectively conceals from the automobile manufacturer the fact that the vehicle is being exported.

42. Thereafter, CBP placed shipping holds on the TWELVE VEHICLES and

the TWENTY-SEVEN VEHICLES. With respect to the TWELVE VEHICLES, CBP opened the containers to determine the vehicles' VIN numbers, and learned that the TWELVE VEHICLES consist of the following twelve cars:

- One 2014 Land Rover Range Rover HSE, VIN # SALGS2VF8EA131401
- One 2013 BMW X5 XDrive35I, VIN # 5UXZV4C51D0G55055
- One 2014 Land Rover Range Rover, VIN # SALGV2EF5EA137387
- One 2013 BMW X5 XDrive35I, VIN # 5UXZV4C51D0G55069
- One 2014 Mercedes-Benz GL350 Bluetec, VIN # 4JGDF2EE2EA297687
- One 2014 Mercedes-Benz GL350 Bluetec, VIN # 4JGDF2EE5EA301392
- One 2014 BMW X6 XDrive35I, VIN # 5UXFG2C57E0C44679
- One 2013 BMW X5 XDrive35I, VIN # 5UXZV4C58D0G55134
- One 2013 Ford F150, VIN # 1FTFW1ET5DFD52995
- One 2013 Ford F150, VIN # 1FTFW1ET3DFD52994
- One 2013 Ford F150, VIN # 1FTFW1ET4DFD63518
- One 2013 Ford F150, VIN # 1FTFW1ET2DFD63517

On or about November 6, 2013, the Honorable Ronald L. Ellis, United States Magistrate Judge in the Southern District of New York, issued a seizure warrants for each of the TWELVE VEHICLES, finding probable cause to believe these vehicles were subject to seizure and forfeiture under Title 19, United States Code, Section 1595a(d).

43. With respect to the TWENTY-SEVEN VEHICLES, CBP is unable to determine the VIN numbers for the vehicles, as the VIN numbers were not listed on the SEDs. Nevertheless, CBP has determined that the TWENTY-SEVEN VEHICLES consist of twenty-

seven cars located in the containers bearing the following container numbers, which are currently on the water and have been ordered by CBP to be redelivered to the United States:

- CLHU4460069
- OOLU4294390
- OOLU7737126
- OOLU7446368
- OOLU9389903
- OOLU7294856
- OOLU9062931
- BMOU3085750
- OOLU7653540
- OOLU7453496
- CAIU4141647
- OOLU9021763
- OOLU9049190
- OOLU9052430

44. On or about October 8, 2013, immediately following the execution of the October 7 Seizure Warrants, Regions Bank notified Efans that the EFANS REGIONS ACCOUNT had been seized. Thereafter, HSI again reviewed the electronic versions of the Efans SEDs for the TWELVE VEHICLES. From this review of the SEDs, HSI discovered that the Efans SEDs for the TWELVE VEHICLES had been electronically altered to change the name of the shipper from "Efans" to "Advanced Auto LLC." On information and belief, the

timing of this change indicates that Efans, having learned that one of its bank accounts had been seized, caused the Efans SEDs for the TWELVE VEHICLES to be electronically altered to change the name of the shipper. Moreover, on information and belief, Efans caused this alteration to be made because it was attempting to conceal from the law enforcement the vehicles that were awaiting shipment by Efans, and to prevent the seizure of these vehicles by law enforcement.

45. On or about October 24, 2013, HSI agents, along with an investigator from the United States Attorney's Office for the Southern District of New York, spoke with an employee of Air-City Inc US ("Air City"), a freight forwarder used by Efans to assist in the shipping of luxury vehicles overseas. The Air City employee stated, in substance and in part, that there had recently been additional cars on the Port that were awaiting shipment by Efans, but that Efans had caused those cars to be pulled off the Port and taken to Golden Global Logistics, a freight forwarder located in Newark, New Jersey. The HSI agents and the investigator from the United States Attorney's Office then proceeded to Golden Global Logistics, where they located the EIGHT VEHICLES. Employees of Golden Global Logistics confirmed that Efans had been planning to export the EIGHT VEHICLES overseas, and that the EIGHT VEHICLES consisted of the following eight cars:

- 2014 Mercedes Benz ML350, VIN# 4JGDA5HB0EA274524
- 2014 Mercedes Benz GL350, VIN# 4JGDF2EE8EA296642
- 2014 Mercedes Benz ML350, VIN# 4JGDA5HB0EA300796
- 2014 Mercedes Benz ML350, VIN# 4JGDA5HB7EA299937
- 2013 BMX X5, VIN# 5UXZV4C51D0G55136

- 2013 Ford F-150 Raptor SVT, VIN# 1FTFW1R63DFD52966
- 2013 Ford F-150 Raptor SVT, VIN# 1FTFW1R68DFD33619
- 2013 Ford F-150 Platinum, VIN# 1FTFW1ET8DFD76529

On or about October 24, 2013, after locating the EIGHT VEHICLES, the HSI agents seized the vehicles, on the grounds that there was probable cause to believe that the EIGHT VEHICLES were subject to seizure and forfeiture under Title 19, United States Code, Section 1595a(d). The EIGHT VEHICLES are currently in HSI custody.

III. FIRST CLAIM FOR FORFEITURE

46. Plaintiff repeats, realleges and incorporates by reference herein each and every allegation contained in paragraphs one through 45 of this Verified Complaint.

47. The luxury vehicles exported and attempted to be exported by Efans as part of the fraudulent scheme described above were exported and attempted to be exported contrary to Title 18, United States Code, Sections 1341, 1343, 1349, and Title 13, United States Code, Section 305(a)(2). Accordingly, these vehicles constitute “merchandise exported or sent from the United States or attempted to be exported or sent from the United States contrary to law.” 19 U.S.C. § 1595a(d).

48. The TWELVE VEHICLES, the TWENTY-SEVEN VEHICLES, and the EIGHT VEHICLES, which were awaiting shipment overseas or in the process of being shipped overseas by Efans, were among the luxury vehicles that Efans was attempting to export from the United States contrary to Title 18, United States Code, Sections 1341, 1343, 1349, and Title 13, United States Code, Section 305(a)(2). Accordingly, the TWELVE VEHICLES, the TWENTY-SEVEN VEHICLES, and the EIGHT VEHICLES are subject to seizure and forfeiture as

“merchandise . . . attempted to be exported or sent from the United States contrary to law.” 19 U.S.C. § 1595a(d).

IV. SECOND CLAIM FOR FORFEITURE

49. Plaintiff repeats, realleges and incorporates by reference herein each and every allegation contained in paragraphs one through 48 of this Verified Complaint.

50. In the manner described above, the owners of Efans have used the UNICORN RENASANT ACCOUNT to fund the UNICORN REGIONS ACCOUNT, and have used the UNICORN REGIONS ACCOUNT to fund the EFANS REGIONS ACCOUNT. The EFANS REGIONS ACCOUNT, in turn, has been used to fund the purchase of the vehicles that Efans has exported and attempted to export contrary to law. Accordingly, the EFANS REGIONS ACCOUNT, the UNICORN REGIONS ACCOUNT, and the UNICORN RENASANT ACCOUNT are subject to seizure and forfeiture, because they have been “used to facilitate” the “exporting or sending,” as well as the “receipt, purchase, transportation, concealment or sale,” of those vehicles. 19 U.S.C. § 1595a(d).

V. THIRD CLAIM FOR FORFEITURE

51. Plaintiff repeats, realleges and incorporates by reference herein each and every allegation contained in paragraphs one through 50 of this Verified Complaint.

52. In the manner described above, the owners of Efans have also used the EFANS REGIONS ACCOUNT to receive wire transfers from companies in China, which are payments for the vehicles that Efans has exported contrary to law. The owners of Efans have sent tens of millions of dollars of these export payments from the EFANS REGIONS ACCOUNT back to the UNICORN REGIONS ACCOUNT. Moreover, during the time period from December 18, 2012 and May 3, 2013, after having received millions of dollars of export

payments from China, the owners of Efans sent approximately \$2,382,195 from the EFANS REGIONS ACCOUNT to the MND ACCOUNT. Accordingly, the EFANS REGIONS ACCOUNT, the UNICORN REGIONS ACCOUNT, and up to \$2,382,195 in the MND ACCOUNT are subject to seizure and forfeiture, because they contain the "proceeds or the value" of the vehicles that Efans has exported contrary to law. 19 U.S.C. § 1595a(d).


53. Further, because the subject property is cash and because less than one year has passed since the offense was committed, it is not a defense to forfeiture that any of the proceeds from the sale of the vehicles have "been removed [from the EFANS REGIONS ACCOUNT, the UNICORN REGIONS ACCOUNT, or the MND ACCOUNT] and replaced by identical property." 18 U.S.C. § 984.

WHEREFORE, Plaintiff United States of America prays that process issue to enforce the forfeiture of the Defendant Property and that all persons having an interest in the Defendant Property be required to appear and show cause why the forfeiture of the Defendant Property should not be decreed, that this Court decree forfeiture of the Defendant Property to the United States of America for disposition according to law, and that this Court grant Plaintiff such further relief as it may deem just and proper, together with the costs and disbursements of this action.

Dated: New York, New York
November 8, 2013

PREET BHARARA
United States Attorney for Plaintiff
United States of America

By:


SARAH E. PAUL
Assistant United States Attorney
One St. Andrew's Plaza
New York, New York 10007
(212) 637-2326

VERIFICATION

STATE OF NEW YORK)
COUNTY OF NEW YORK)
SOUTHERN DISTRICT OF NEW YORK)


STEVEN THAU, being duly sworn, deposes and says that he is a Detective with the U.S. Department of Homeland Security, Immigration and Customs Enforcement ("ICE"), Homeland Security Investigations ("HSI"), and as such has responsibility for the within action; that he has read the foregoing Verified Complaint and knows the contents thereof, and that the same is true to the best of his own knowledge, information and belief.

The sources of deponent's information and the ground of his belief are official records and files of HSI and other law enforcement agencies, and information obtained directly by deponent and other case agents and government employees and contractors during an investigation of alleged violations of Title 19 , United States Code, and subsequent proceedings.

Det. St. Th
DETECTIVE STEVEN THAU
Homeland Security Investigations

Sworn to before me this
8th day of November, 2013

8th day of November, 2013



Notary Public

MARCO DASILVA
Notary Public, State of New York
No. 01DA6145603
Qualified in Nassau County
My Commission Expires May 6, 2014