

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

UNITED STATES OF AMERICA

v.

TERRYLLE BLACKSTONE,

Defendant.

No. 23-CR-123(3)-RDM

VIOLATION:

**18 U.S.C. § 371 (Conspiracy to Commit
Wire Fraud and Mail Fraud)**

FOREFEITURE:

**18 U.S.C. § 981(a)(1)(C),
28 U.S.C. § 2461(c), and
21 U.S.C. § 853(p)**

SUPERSEDING INFORMATION

The United States Attorney charges that,

**COUNT ONE
(Conspiracy to Commit Wire
Fraud and Mail Fraud)**

At all times material herein:

1. Defendant TERRYLL E BLACKSTONE resided in the Commonwealth of Virginia.
2. David Maresca resided in the Commonwealth of Virginia. In approximately 2016, Maresca formed Synergy Law LLC (“Synergy Law”) in the District of Columbia. Maresca owned 90 percent of Synergy Law. In approximately June 2019, Maresca formed Themis Law PLLC (“Themis Law”) in the District of Columbia. Maresca owned 90 percent of Themis Law.
3. Scott Marinelli was a resident of the State of New Jersey. Marinelli owned 10 percent of Synergy Law. Marinelli was licensed to practice law in the State of New Jersey and the District of Columbia. On or about August 25, 2017, Marinelli’s license to practice law was suspended in New Jersey for a period of two years. On or about May 29, 2018, Marinelli’s license

to practice law was suspended in the District of Columbia. Marinelli was incarcerated in Pennsylvania from in or about January 2019 until in or about June 2019.

4. Sam Babbs, III, was a resident of the State of Florida. Babbs was licensed to practice law in Florida and the District of Columbia. Babbs owned 10 percent of Themis Law. Babbs also owned Babbs Law Firm, P.L. (“Babbs Law Firm”) which was registered in Florida.

The Conspiracy

5. From in or about January 2018 until in or about February 2021, BLACKSTONE worked for Synergy Law, Themis Law, and Babbs Law Firm. During that time period, BLACKSTONE conspired, combined, confederated and agreed with Maresca, Marinelli, and Babbs, among others, to violate 18 U.S.C. § 1343, Wire Fraud, and 18 U.S.C. § 1341, Mail Fraud, by, having devised and intending to devise any scheme and artifice to defraud, and for obtaining money and property by means of false and fraudulent pretenses, representations, and promises, (a) transmitting and causing to be transmitted by means of wire, radio, and television communication in interstate and foreign commerce any writings, signs, signals, pictures, and sounds, and (b) placing and causing to be placed in any post office and authorized depository for mail matter, any matter and thing whatever to be sent and delivered by the Postal Service, and any private and commercial interstate carrier, all for the purpose of executing such scheme and artifice, and attempting to do so.

6. BLACKSTONE, Maresca, Marinelli, and Babbs designed and participated in a nationwide scheme to defraud distressed homeowners by falsely representing that they would provide legal services that would help the homeowners save their homes. In truth and in fact, the defendants did not provide legal services as promised and used monies fraudulently received from the victim homeowners for their own personal enrichment and benefit.

7. BLACKSTONE, Maresca, Marinelli, and Babbs designed and participated in a nationwide scheme to defraud distressed homeowners by falsely representing that they would provide legal services that would help the homeowners save their homes. In truth and in fact, the defendants did not provide legal services as promised and used monies fraudulently received from the victim homeowners for their own personal enrichment and benefit.

8. BLACKSTONE, Maresca, Marinelli, and Babbs and others working at their direction told homeowners that the defendants operated a “national law firm” based in Washington, D.C.; that attorneys would review the homeowner’s file and provide legal representation to the homeowners; that an attorney in the homeowner’s local area would be assigned to assist them; that the homeowner could meet and consult with those attorneys about the case; and that attorneys in their law firm could help the homeowner, if necessary, file for bankruptcy. Based on those false and fraudulent representations, pretenses, and promises, BLACKSTONE, Maresca, Marinelli, and Babbs collected legal fees from the homeowners but knew that their promises to provide legal services were false and fraudulent.

Purpose of the Conspiracy

9. The purpose of the conspiracy was for BLACKSTONE, Maresca, Marinelli, and Babbs and other co-conspirators to enrich themselves, and each other, by persuading victims through false and fraudulent representations, pretenses, and promises to pay money for purported legal services that the defendants never provided.

Manner and Means

10. Among the manner and means by which BLACKSTONE and the other conspirators would and did carry out the objectives of the conspiracy were the following:

Synergy Law LLC

a. In or about 2016, Maresca and Marinelli organized Synergy Law LLC as a law firm in Washington, D.C.. Although nominally a law firm, Marinelli was the only attorney who was a member of Synergy Law from 2016 until 2019.

b. From 2016 until 2019, to give the appearance that Synergy Law was a “national law firm,” Maresca paid for monthly mail forwarding service from the address 1101 Connecticut Avenue, NW, Suite 450, Washington, D.C. All of Synergy Law’s operations were in Manassas, Virginia, where Maresca, Marinelli, and BLACKSTONE worked; Synergy Law had no business operations in the District of Columbia.

c. From 2016 until 2019, the conspirators marketed Synergy Law with telephone, television, and internet advertising which told homeowners that attorneys with Synergy Law could help them avoid foreclosure.

d. From 2016 until 2019, Synergy Law operated a call center at their office in Manassas, Virginia. Call center workers used scripts during their phone calls with homeowners in which Synergy Law falsely promised that an attorney would review the homeowner’s case file; that this attorney knew their lender’s “internal guidelines” for a “mortgage resolution”; and that an assigned “legal team” would contact the homeowner’s lender to negotiate a resolution. As BLACKSTONE, Maresca, and Marinelli knew, these representations were false and fraudulent. Synergy Law never operated a “national law firm” and never provided legal services to homeowners. Synergy Law never had attorneys review all homeowner files and Synergy Law never had attorneys contact a client’s lender to discuss a mortgage resolution.

e. From 2016 until 2019, clients paid Synergy Law via processing services that were typically used by legitimate law firms which deposited victim payments into a Synergy

Law account. Once victim funds were in that account, BLACKSTONE, Maresca, Marinelli, and others used those funds for their personal benefit.

f. During 2018 and 2019, when bankruptcy judges, Synergy Law clients, and the U.S. Trustee's Program raised concerns about Synergy Law's practices in bankruptcy matters, BLACKSTONE attended court hearings on behalf of Synergy Law where BLACKSTONE made false statements to the court about Synergy Law's operations.

g. When Marinelli's law license was suspended in New Jersey in 2017 and the District of Columbia in 2018, BLACKSTONE, Maresca, Marinelli, and others continued to operate Synergy Law and collect monthly payments purportedly for legal services.

h. Between in or about January 2019 and in or about June 2019, when Marinelli was incarcerated in Pennsylvania, BLACKSTONE, Maresca, Marinelli, and others continued to operate Synergy Law and collect monthly payments purportedly for legal services. During this time, there was no attorney who was a member of Synergy Law who could practice law.

i. Between 2016 and 2019, BLACKSTONE, Maresca, Marinelli, and others used the interstate wires in order to operate their "law firm" in ways that were essential to the scheme, such as soliciting clients by telephone.

Themis Law PLLC

j. In or about June 2019, Maresca and Babbs organized Themis Law PLLC as a law firm in the District of Columbia. Although nominally a law firm, Babbs was the only licensed attorney who was a member of Themis Law. Themis Law provided only non-legal foreclosure defense services and non-legal bankruptcy petition preparation services.

k. From its formation until at least 2022, to give the appearance that Themis Law was a “national law firm,” Maresca paid for monthly mail forwarding service from the address 1701 Pennsylvania Avenue, NW, Washington, D.C. All of Themis Law’s operations were in Manassas, Virginia; Themis Law had no business operations in the District of Columbia.

l. In or about August 2019, Themis Law entered into a Support Services Agreement with Babbs Law Firm in which Themis Law agreed to be a subcontractor who would perform non-legal work, such as bankruptcy petition preparation, for Babbs Law Firm at an agreed-upon flat rate. Maresca and Babbs executed the agreement.

m. From 2019 until at least 2022, the conspirators marketed Themis Law with television and website advertising which told homeowners that attorneys with Themis Law could help them avoid foreclosure.

n. From 2019 until at least 2022, Themis Law operated a call center at their office in Manassas, Virginia. Call center workers used scripts during their phone calls with homeowners in which Themis Law falsely promised that an attorney would review the homeowner’s case file; that this attorney knew their lender’s “internal guidelines” for a “mortgage resolution”; and that an assigned “legal team” would contact the homeowner’s lender to negotiate a resolution.

o. From 2019 until at least 2022, when homeowners hired Themis Law, the homeowners signed agreements in which Themis Law promised to provide “legal representation,” “attorney services,” and “legal services” to the homeowner-client. Themis Law required homeowner-clients to pay an initial retainer amount followed by a monthly recurring amount for as long as Themis Law represented the homeowner.

p. From 2019 until at least 2022, clients paid Themis Law via processing services that were typically used by legitimate law firms which deposited funds into Themis Law's account. Once client funds were in that account, BLACKSTONE, Maresca, Babbs and others used those funds for their personal benefit.

q. From 2019 until at least 2022, Themis Law did not provide legal services to clients as promised in their retainer agreements but continued to collect monthly payments from clients. When clients of Themis Law faced imminent foreclosure, Themis Law advised those clients to consider filing for bankruptcy to save their home. Themis Law referred these clients to Babbs at Babbs Law Firm. Those clients then signed a new retainer agreement and paid additional fees to Babbs.

Proceeds

11. BLACKSTONE, Maresca, Marinelli, and Babbs received money from thousands of client-victims who believed they were hiring attorneys to provide legal services.

12. BLACKSTONE, Maresca, Marinelli, and Babbs and others generated proceeds of no less than \$15 million through their false and fraudulent representations to homeowners that they would provide legal services to their victims.

13. During his dates of employment at Synergy Law and Themis Law, BLACKSTONE received no less than \$163,199.30 in direct payments from the companies.

Overt Acts

14. In furtherance of the conspiracy and to effect its objects and purposes, BLACKSTONE and others committed, aided and abetted, and caused others to commit the following overt acts, among others, in the District of Columbia and elsewhere:

(1) On or about October 17, 2016, a member of the conspiracy transmitted the Articles of Organization for Synergy Law via the interstate wires to the District of Columbia, Department of Consumer and Regulatory Affairs Corporations Division (“DCRA”) in Washington, D.C.

(2) On or about October 26, 2017, a member of the conspiracy transmitted a Two-Year Report for Domestic and Foreign Filing Entity via the interstate wires to the DCRA in Washington, D.C.

(3) On or about April 17, 2019, a member of the conspiracy caused a Federal Express envelope addressed to Synergy Law in Washington, D.C., to be forwarded to Synergy Law’s office in Virginia.

(4) On or about April 23, 2019, a member of the conspiracy caused a Federal Express envelope addressed to Synergy Law in Washington, D.C., to be forwarded to Synergy Law’s office in Virginia.

(5) On or about May 6, 2019, a member of the conspiracy caused a Federal Express envelope addressed to Synergy Law in Washington, D.C., to be forwarded to Synergy Law’s office in Virginia.

(6) On or about May 13, 2019, a member of the conspiracy caused a Federal Express envelope addressed to Synergy Law in Washington, D.C., to be forwarded to Synergy Law’s office in Virginia.

(7) On or about May 21, 2019, a member of the conspiracy caused a Federal Express envelope addressed to Synergy Law in Washington, D.C., to be forwarded to Synergy Law’s office in Virginia.

(8) On or about August 7, 2020, a member of the conspiracy caused a telephone call to be placed by an undercover law enforcement agent in Washington, D.C., to Themis Law in Virginia.

(9) On or about August 21, 2020, at 2:28 PM, a member of the conspiracy caused a telephone call to be placed by an undercover law enforcement agent in Washington, D.C., to Themis Law in Virginia.

(10) On or about August 21, 2020, at 2:49 PM, a member of the conspiracy caused a telephone call to be placed by an undercover law enforcement agent in Washington, D.C., to Themis Law in Virginia.

**(Conspiracy to Commit Mail Fraud and
Wire Fraud, in violation of 18 U.S.C. § 371)**

FORFEITURE ALLEGATION

15. Upon conviction of the offense alleged in Count One of this Information, the defendant shall forfeit to the United States any property, real or personal, which constitutes or is derived from proceeds traceable to this offense, pursuant to 18 U.S.C. § 981(a)(1)(C) and 18 U.S.C. § 2461(c). The United States will also seek a forfeiture money judgment against the defendant in an amount not less than \$163,199.30 which is equal to the value of any property, real or personal, which constitutes or is derived from proceeds traceable to this offense.

16. If any of the property described above as being subject to forfeiture, as a result of any act or omission of the defendant:

- 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

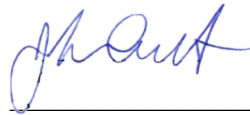
e. has been commingled with other property that cannot be divided without difficulty; the defendant shall forfeit to the United States any other property of the defendant[s], up to the value of the property described above, pursuant to 21 U.S.C. § 853(p).

**(Criminal Forfeiture, pursuant to 18, U.S.C. § 981(a)(1)(C),
28 U.S.C. § 2461(c), and 21 U.S.C. § 853(p))**

Respectfully submitted,

MATTHEW M. GRAVES
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By:



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April 2, 2024