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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 07-21791-CIV-UNGARO/O'SULLIVAN

UNITED STATES OF AMERICA

Plaintiff,

vs.

PROCEEDS OF CRIME
TRANSFERRED TO CERTAIN
DOMESTIC FINANCIAL
ACCOUNTS,

Defendants.

VERIFIED COMPLAINT FOR FORFEITURE IN REM

COMES NOW, the United States of America, by and through R. Alexander Acosta, United States Attorney for the Southern District of Florida, Michelle B. Alvarez, Assistant United States Attorney for the Southern District of Florida, Richard Weber, Chief, Asset Forfeiture and Money Laundering Section, Criminal Division, United States Department of Justice, and A.J. "Jack" de Kluiver, Senior Trial Attorney, Asset Forfeiture and Money Laundering Section, Criminal Division, United States Department of Justice and respectfully aver and allege to this Court as follows:

1. This is a civil action in rem brought to enforce

(a) the provisions of 18 U.S.C. § 981(a)(1)(A), which provides for the forfeiture of any property involved in or traceable to property involved in violations of 18 U.S.C. §§ 1956 and 1957;

(b) the provisions of 18 U.S.C. § 981(a)(1)(B), which provides for the direct forfeiture of any property real or personal, within the jurisdiction of the United States, constituting, derived from, or

traceable to any proceeds obtained directly or indirectly from an offense against a foreign nation, and property used to facilitate such offense where the foreign offense is conduct described in subsection 1956(c)(7)(B)(iii) or (iv), is punishable within the jurisdiction of the foreign nation by imprisonment for a term exceeding one year, and would be punishable under the laws of the United States by imprisonment for a term exceeding one year if the act or activity constituting the offense had occurred within the jurisdiction of the United States;

(c) the provisions of 18 U.S.C. § 981(a)(1)(C) which provides for the direct forfeiture of any property, real or personal, which constitutes or is derived from proceeds traceable to a violation of any offense constituting “specified unlawful activity” as defined in section 1956(c)(7); and

(d) the provisions of 18 U.S.C. § 984, which provides that, within one year of the commission of the money laundering offense giving rise to the forfeiture, identical property may be forfeited when it is in the form of funds deposited in an account in a financial institution and found in the same place or account as the property involved in the offense that is the basis for the forfeiture.

2. This Court has subject matter jurisdiction over this action by virtue of 28 U.S.C. §§ 1345 and 1355(a) and (b), and 18 U.S.C. § 981(a)(1)(A), (B) and (C).

3. Venue is proper within this judicial district pursuant to Title 28, United States Code, Section 1355(b)(1). The defendant named financial accounts shall be restrained or seized pursuant to an order issued by this Court served by agents working for Immigration and Customs Enforcement. The financial accounts thereby will be within the jurisdiction of this Court during the pendency of this action.

4. The plaintiff is the United States of America, a sovereign nation that is authorized to sue.

5. The defendants, which are either the proceeds of, property involved in, or property traceable to the proceeds of violations of U.S. and foreign law, as set forth herein, are more particularly described as follows:

- A. All assets in account 56X-005609 in the name of East West Bancorporation and in the custody of Atlas One Financial Group, LLC;
- B. All assets in account 56X-007423 in the name of East West Bancorporation and in the custody of Atlas One Financial Group, LLC;
- C. All assets in account 56X-006516 in the name of Swiss Costa Rica Trade Corp. and in the custody of Atlas One Financial Group, LLC;
- D. All assets in account 56X-001558 in the name of Rottenberg Corporation and in the custody of Atlas One Financial Group, LLC;
- E. All assets in account 56X-005757 in the name of East West Bancorporation and in the custody of Atlas One Financial, Group LLC;
- F. All assets in account 56X-006565 in the name of B.P.C., SA and in the custody of Atlas One Financial, Group LLC;
- G. All assets in account 56X-001541 in the name of Bactra Corporation and in the custody of Atlas One Financial Group, LLC;
- H. All assets in account 56X-001574 in the name of Bactra Corporation and in the custody of Atlas One Financial, Group LLC;
- I. All assets in account 3106145659 in the name of Pierfrancesco Munari and in the custody of Citibank;
- J. All assets in account 2606404233 in the name of Pierfrancesco Munari and in the

custody of Citibank;

K. All assets in account 15B-07B79 in the name of Romanian Corporation and in the custody of Merrill Lynch;

L. All assets in account 163-23610 in the name of Pierfrancesco Munari and in the custody of Merrill Lynch;

M. All assets in account 163-07283 in the name of Concejo de Capital Hanne and in the custody of Merrill Lynch;

N. All assets in account 476-159893 in the name of JJ Trading and in the custody of Morgan Stanley Dean Witter;

O. All assets in account 4736-0164 (also known as account 9077049178) in the name of Romanian Bancorporation and in the custody of Wachovia Securities;

P. All assets in account 6387-1147(also known as account 9077062719) in the name of East West Bancorporation and in the custody of Wachovia Securities;

Q. All assets in account 302-00282 in the name of Runneymede and in the custody of Lazard Asset Management LLC

R. All assets in account AE 82429 SF in the name of Shamah and in the custody of UBS Paine Weber;

S. All assets in account 951-90050 in the name of Alamein Holding and in the custody of First Allied Securities;

6. The defendants set forth in paragraph 5 above are subject to forfeiture pursuant to 18 U.S.C. § 981(a)(1)(A) because they represent property involved in transactions or attempted transactions in violation of Sections 1956(a)(1)(B)(i), 1956(a)(2)(B)(i), 1956(h) and 1957 of Title

18, United States Code, or are traceable to property involved in such transactions. To the extent that the funds presently in the domestic financial accounts to which the laundered funds were transferred are not directly traceable to the property involved in the violations of Sections 1956 and 1957 or a conspiracy to commit same, they represent identical property found in the same place or account from which the property involved in the offense was removed, and are therefore subject to forfeiture pursuant to 18 U.S.C. § 984.

7. The defendants set forth in paragraph 5 above are subject to forfeiture pursuant to 18 U.S.C. § 981(a)(1)(B) because the relevant assets are personal property, within the jurisdiction of the United States, constituting, derived from, or traceable to proceeds obtained directly or indirectly from offenses against a foreign nation, and property used to facilitate such offenses, where the foreign offenses are conduct described in subsection 1956(c)(7)(B)(iii) or (iv), are punishable within the jurisdiction of the foreign nation by imprisonment for a term exceeding one year, and would be punishable under the laws of the United States by imprisonment for a term exceeding one year if the act or activity constituting the offenses had occurred within the jurisdiction of the United States.

8. The defendants set forth in paragraph 5 above are subject to forfeiture pursuant to 18 U.S.C. § 981(a)(1)(C) because the relevant assets are personal property, which constitutes or is derived from proceeds traceable to a violation of offenses constituting “specified unlawful activity” as defined in section 1956(c)(7), or a conspiracy to commit such offenses, to wit, an offense against a foreign nation under 18 U.S.C. § 1956(c)(7)(B)(iii), namely, fraud against, or any scheme or attempt to defraud, a foreign bank; an offense against a foreign nation under 18 U.S.C. § 1956(C)(7)(B)(iv), which involved the bribing of a foreign public official, or 1956(c)(7)(A), violations of 18 U.S.C. § 2314, which involved the transportation, transfer or transmission of

property obtained by fraud, valued at \$5,000 or more, in interstate or foreign commerce.

THE NINO ROVELLI-IMI CIVIL CASES

9. In the mid to late 1970s the SIR-RUMIANCA Group (“SIR”), an Italian chemical group, then run by and owned by Angelo “Nino” Rovelli, became financially insolvent. As a consequence, Nino Rovelli entered into an agreement (“the 1979 Agreement”) with two banks, including the eventual victim ISTITUTO MOBILIARE ITALIANO Bank (“IMI”), on behalf of a consortium of banks (“the Consortium”) that, at the time, had yet to be created, with aim of restructuring SIR’s debt. IMI at that time was a state-supported Italian bank that acted as a lender of last resort for financially unstable Italian businesses whose debt load was too high-risk for commercial banks to take on willingly. The deal was brokered by the Italian Government, which had a vested interest in protecting Italian jobs and industries.

10. Pursuant to the 1979 Agreement, IMI, acting both as promoter and as a member of the Consortium, would repay all of the outstanding debt obligations of SIR. In return, Nino Rovelli agreed to transfer his ownership of all of SIR’s assets and liabilities to the Consortium. As part of the agreement, IMI was entitled to do an audit of SIR’s financial statements. In July 1979, Nino Rovelli transferred all of SIR’s assets and liabilities to the Consortium. During the months immediately following that transfer, however, the total amount of SIR’s liabilities proved to be significantly higher than had been disclosed on the SIR financial statements provided to IMI. At the end of 1980, the actual accounting losses incurred by SIR equaled 3,600 billion Lira (approximately 1.8 billion Euros, using the exchange rate in effect at the time Italy converted from Lira to Euros). This was significantly higher than the losses evidenced on the company’s financial statements.

11. As a result of this discrepancy, in 1980, the Consortium backed out of the deal and

refused to fund the bail-out of SIR based upon these increased liabilities, and the Italian Government set-up a Governmental Committee, which took possession of SIR's assets and started a liquidation procedure. According to Italian Law, any one promoter of a consortium can be directly liable for the whole obligation of the consortium for any breach of the consortium agreement. Thus, in 1982 Nino Rovelli filed a civil suit against IMI claiming IMI breached the 1979 Agreement. Subsequently, Nino Rovelli filed a second civil suit to quantify the amount of damages that he had suffered.

12. In 1986, the Tribunal in Rome¹ found IMI liable for the damages incurred by Nino Rovelli (i.e., the loss of the value of his company SIR). IMI filed an appeal to the Court of Appeal in Rome, but that court did not reverse the decision made by the Tribunal in the liability litigation. IMI appealed the liability case to the next level, and in July 1989 the Italian Supreme Court overturned the Tribunal's liability decision and sent the case back to the Court of Appeal for a new trial. In May 1989, the Italian Tribunal in Rome, as part of a separate civil suit, quantified SIR's damages on the basis of an expert opinion at about 750 billion Lira. IMI appealed the damages decision to the Court of Appeal in Rome as well.

13. The two cases, one on remand to establish whether IMI had any liability and one on appeal to quantify damages, were both reviewed and decided by Judge Vittorio Metta ("METTA") of the Court of Appeal in Rome. In November 1990, Judge METTA found IMI liable for breaching the 1979 Agreement and ordered IMI to pay damages of 528 billion Italian Lira, plus accrued interest

¹ The Italian court system has three layers: The Tribunal judges hear matters on "first instance." Appeals can then be put forward to the regional Court of Appeal. The Italian Supreme Court (Court of Cassation) can either confirm or overturn decisions taken by the Court of Appeal. If a decision is overruled, a specific case may be sent back to the Court of Appeal for a new trial guided by the legal principles that the Supreme Court established in respect of that specific case. Tribunals, Courts of Appeal, and the Supreme Court have dedicated judges specializing in criminal or civil matters. All levels of appellate Courts have the power of *de novo* review of both the facts and the law and can more or less "re-try" a civil or criminal case.

dating back to 1979. IMI appealed this dual appellate decision to the Italian Supreme Court.

14. In 1992, during the Supreme Court hearing on these two civil actions, Nino Rovelli's attorneys objected to IMI's lawyers acting without the "written appointment" that should have been filed by IMI in the Supreme Court records. A "written appointment" is simply IMI's statement that certain lawyers in the case have the authority to act on its behalf. According to IMI's lawyers, the appointment letter had been duly and regularly filed in the Court record. Even though the Court index indicated such a document had been filed, the actual document had mysteriously vanished. Due to the missing letter, IMI's last appeal to the Supreme Court was "procedurally invalid," and the appeal was dismissed in July 1993 based upon this suspicious technicality. Thus, the 1990 METTA appellate decision became final and enforceable in 1993. No further appeals were legally possible and the total amount of damages of 528 billion Lira, plus accrued interest, became due.

15. In December 1990 Nino Rovelli died. In November 1993 the widow, Primarosa Battistella, as the sole heir of Nino Rovelli, demanded that IMI pay the amount due under the METTA decision. In January 1994, IMI paid Primarosa Battistella approximately 678.3 billion Lira, which in 1994 was approximately \$398.5 million U.S. dollars. IMI paid an additional approximately 302.1 billion Lira to Inland Revenue Services as inheritance taxes due on that portion of Nino Rovelli's Estate. Thus, pursuant to the METTA decision, IMI paid out a total of approximately 980.4 billion Lira, or about \$575.9 million U.S. dollars.

BRIBERY INVESTIGATION AND CONVICTIONS

16. In late 1995 and early 1996 three famous well-connected lawyers were investigated for, charged with and tried for various public corruption offenses. The initial primary targets of the relevant public corruption investigations were lawyers Attilio Pacifico (PACIFICO), Giovanni

Acampora (ACAMPORA), and Cesare Previti (PREVITI). PREVITI at one time had been the Italian Minister of Finance, a position equivalent to the Secretary of the U.S. Treasury, in the first Berlusconi government as well as the former campaign finance chairman of Berlusconi's political party and public awareness of the matter was high and the media coverage of the trials was intense. During the criminal proceedings, a close personal friend of the three accused lawyers, a Ms. Stefania Ariosto, testified that the three men caused payments to be made to federal judges in Rome to "fix" the results of "very important" civil trials. She testified that the scheme to rig civil cases in Rome included the Nino Rovelli-IMI civil cases described in paragraphs 11 to 14 above.

17. PACIFICO, PREVITI and ACAMPORA had never appeared or provided legal services for any of the clients involved in the "fixed" civil trials mentioned by Ms. Ariosto, but rather acted as intermediaries for interested parties. Ms. Ariosto specifically implicated a federal judge named Renato Squillante ("SQUILLANTE") as the contact person for the bribery scheme.

18. The Milan criminal trials received very high public exposure through the Italian media as part of a large and wide reaching series of public corruption scandals. When the Ariosto testimony came to light in May 1996, Nino Rovelli's widow, Primarosa Battistella, at that time living in Switzerland, decided to report certain facts known to her to the Swiss Federal Attorney-General. Ms. Battistella explained how and where the money she had received from IMI had been invested, and this disclosure was ostensibly prompted by a requirement under Swiss anti-money laundering laws. Primarosa Battistella further admitted that in May and June of 1994 she had transferred approximately 20 billion Lira (roughly \$1.25 million) each to PREVITI, ACAMPORA and PACIFICO, to certain identifiable Swiss bank accounts, based upon instructions left by her deceased husband.

19. There were a high number of bank transfers between PACIFICO, PREVITI and ACAMPORA, including transfers to a Swiss bank account registered to the bribe facilitator SQUILLANTE. In addition, METTA was holding an extraordinarily large amount of money in a Swiss bank account in his name and these funds were traceable to the three accused lawyer's Swiss accounts. METTA insisted that the funds were part of an inheritance, but he did not allow the Swiss bank to disclose any further information by hiding behind Swiss Bank secrecy laws.

20. METTA had deposited approximately two billion Lira in cash, carefully structured over several years, into his Italian bank account. METTA explained that this cash was drawn from his Swiss bank account, brought into Italy, and then deposited into his Italian account by him.

21. Felice Rovelli was Nino Rovelli's eldest son. After Nino Rovelli's death in late 1990 and through 1993, Felice Rovelli had numerous conversations and meetings with ACAMPORA, PREVITI and PACIFICO at the same time the final Supreme Court proceedings in the Nino Rovelli-IMI litigation were taking place, and discussed the payments that would have to be made to reward METTA for his rulings in the Nino Rovelli-IMI litigation.

22. In 1996, based on the aforementioned evidence, the original Tribunal judge, Judge Filippo Verde ("VERDE"), Judge SQUILLANTE, Judge METTA, attorneys PREVITI, PACIFICO, and ACAMPORA together with Rovelli family members Primarosa Battistella and Felice Rovelli were charged by the Italian prosecutors with bribery and corruption offenses related to the handling of the two Nino Rovelli-IMI civil cases and eventually all were convicted of Italian public corruption offenses and sentenced to terms of imprisonment in excess of one year. They appealed their convictions and sentences all the way to the Italian Supreme Court.

23. In May 2006, the Italian Supreme Court affirmed the METTA, PACIFICO,

ACAMPORA, and PREVITI Italian criminal convictions for “bribery in judicial acts,” crimes under the Italian Criminal Code (Articles 319 *ter* and 321), which are punishable by more than one year in prison, and acquitted VERDE of those charges. The Italian Supreme Court also ruled that SQUILLANTE was not guilty of this serious offense, as his actions actually amounted only to “influence peddling,” which the Court determined was not a criminal offense under Italian law. The Italian Supreme Court ruled that Felice Rovelli was guilty of “simple bribery,” but due to the time that had passed between the criminal acts and the date of the final Supreme Court sentence, the statute of limitations for sentencing a person on the offense had expired, and, thus Felice Rovelli could no longer be punished for this offense. Primarosa Battistella was acquitted of “bribery in judicial acts,” as the Court found that the evidence against her did not fulfill one of the subjective elements of the underlying bribery offense.

24. The fraudulently obtained monies Primarosa Battistella and the Rovelli family received in January 1994 from IMI are the proceeds of the “bribery in judicial acts” offenses committed by persons whose convictions were upheld by the Italian Supreme Court as set forth in paragraph 23 above, and are offenses that give rise to more than one year of imprisonment under both Italian and U.S. law.

VIOLATIONS OF UNITED STATES LAW

25. Pierfrancesco Munari (MUNARI) is a former SIR in-house accountant and a close Rovelli family friend. After the Rovelli family became aware that the fraudulently obtained IMI monies were illicit funds in May 1996, they retained MUNARI to manage substantial amounts of the fraudulently obtained IMI monies that the Rovelli family received in 1994. MUNARI was paid for his services from the accounts he managed, and transferred those payments into financial

accounts held in his name, including accounts set forth in paragraph 5 above. The fraudulently obtained IMI monies were divided amongst the Rovelli family members based upon Primarosa Battistella's instructions and under MUNARI's direction. MUNARI and others working with him set-up numerous entities, and financial accounts in the name of those entities, to hold each family member's portion of the fraudulently obtained IMI monies. These entities were designed to conceal or disguise the source or ownership of the fraudulently obtained IMI monies. The entities or their financial accounts were set-up in numerous foreign countries, including, but not limited to, the United States, British Virgin Islands, the Cayman Islands, Guernsey, Jersey, Switzerland, Luxembourg, Liechtenstein, Singapore, the Cook Islands, and Costa Rica. Eventually, portions of the fraudulently obtained IMI monies held by these MUNARI controlled entities found their way into financial accounts located in the United States, namely, the accounts set forth in paragraph 5.

Wachovia Securities Account #9077062719

26. On or about February 4, 1998, approximately \$30,000,000.00 of fraudulently obtained IMI funds were transferred from Royal Bank of Canada account #6708770 held in the name of DAKARI STIFTUNG, to Cayman National Bank, Ltd account # 6550119452 held in the name of MELDRUM HOLDINGS.

27. On or about February 4, 1998, approximately \$8,000,000.00 of fraudulently obtained IMI funds were transferred from Cayman National Bank, Ltd account #6550119452 held in the name of MELDRUM HOLDINGS, to Banco Nacional de Costa Rica account #613973-7 held in the name of KARBOK TEK, SA.

28. On or about February 4, 1998, approximately \$9,000,000.00 of fraudulently obtained IMI funds were transferred from Cayman National Bank, Ltd account #6550119452 held in the name

of MELDRUM HOLDINGS, to Banco Nacional de Costa Rica account #613972-9 held in the name of CASA WEXFORD, SA.

29. On or about February 4, 1998, approximately \$10,000,000.00 of fraudulently obtained IMI funds were transferred from Cayman National Bank, Ltd account #6550119452 held in the name of MELDRUM HOLDINGS, to Banco Nacional de Costa Rica account #613974-5 held in the name of OROS DE GUALPITAN, SA.

30. On or about February 4, 1998, approximately \$8,000,000.00 of fraudulently obtained IMI funds were transferred from Banco Nacional de Costa Rica account #613973-7 held in the name of KARBOK TEK, SA, to Banco Nacional de Costa Rica account #613971-1 held in the name of EAST WEST BANCORPORATION.

31. On or about February 4, 1998, approximately \$9,000,000.00 of fraudulently obtained IMI funds were transferred from Banco Nacional de Costa Rica account #613972-9 held in the name of CASA WEXFORD, SA, to Banco Nacional de Costa Rica account #613971-1 held in the name of EAST WEST BANCORPORATION.

32. On or about February 4, 1998, approximately \$10,000,000.00 of fraudulently obtained IMI funds were transferred from Banco Nacional de Costa Rica account #613974-5 held in the name of OROS DE GUALPITAN, SA, to Banco Nacional de Costa Rica account #613971-1 held in the name of EAST WEST BANCORPORATION.

33. On or about February 12, 1998, approximately \$25,000,000.00 of fraudulently obtained IMI funds were transferred from Banco Nacional de Costa Rica account #613971-1 held in the name of EAST WEST BANCORPORATION, to First Union account #9982878827 held in the name of EAST WEST BANCORPORATION.

34. On or about November 12, 1999, approximately \$2,092,261.00 of fraudulently obtained IMI funds were transferred from Banco Nacional de Costa Rica account #613971-1 held in the name of EAST WEST BANCORPORATION, to First Union account #9982878827 held in the name of EAST WEST BANCORPORATION.

35. On or about December 13, 2005, First Union account #9982878827 became Wachovia Securities account #9077062719 held in the name of EAST WEST BANCORPORATION.

Atlas One Financial Group, LLC Account #56X-005757

36. On or about January 9, 2006, approximately \$2,000,000.00 of fraudulently obtained IMI funds were transferred from Wachovia Securities account #9077062719 held in the name of EAST WEST BANCORPORATION, to Atlas One Financial Group, LLC account #56X-005757 held in the name of EAST WEST BANCORPORATION.

Atlas One Financial Group, LLC Account #56X-005609

37. On or about March 15, 2006, approximately \$1,000,000.00 of fraudulently obtained IMI funds were transferred from Atlas One Financial Group, LLC account #56X-005757 held in the name of EAST WEST BANCORPORATION, to Atlas One Financial Group, LLC account #56X-005609 held in the name of EAST WEST BANCORPORATION.

Atlas One Financial Group, LLC Account #56X-007423

38. From on or about March 6, 2007 through March 20, 2007, approximately \$39,184,929.00 of fraudulently obtained IMI funds were transferred from Wachovia Securities account number 9077062719 held in the name of EAST WEST BANCORPORATION to Atlas One Financial Group, LLC account number 56X-007423 held in the name of EAST WEST BANCORPORATION.

Atlas One Financial Group, LLC Account #56X-001558

39. On or about September 3, 1999, approximately \$10,244,400.00 of fraudulently obtained IMI funds were transferred from an account in the Channel Islands held in the name of MALTHOUSE HOLDINGS, to Cayman National Bank account #02-518-100839-01 held in the name of MUSGRAVE HOLDINGS.

40. On or about September 7, 1999, approximately \$10,244,132.00 of fraudulently obtained IMI funds were transferred from Cayman National Bank account #02-518-100839-01 held in the name of MUSGRAVE HOLDINGS, to Banco de San Jose account #901267054 held in the name of RUMANA CORPORATION.

41. On or about September 9, 1999, approximately \$10,244,132.00 of fraudulently obtained IMI funds were transferred from Banco de San Jose account #901267054 held in the name of RUMANA CORPORATION ACCOUNT 1, to Banco de San Jose account #901267088 held in the name of RUMANA CORPORATION.

42. On or about September 14, 1999, approximately \$4,000,000.00 of fraudulently obtained IMI funds were transferred from Banco de San Jose account #901267088 held in the name

of RUMANA CORPORATION, to Cayman National Bank account #02-518-1000927-01 held in the name of ASTROLUX.

43. On or about December 6, 2002, approximately \$4,000,000.00 of fraudulently obtained IMI funds were transferred from Cayman National Bank account #02-518-1000927-01 held in the name of ASTROLUX, to Wachovia Securities account #209-0001-327-253 held in the name of SWISS COSTA RICA TRADE CORP.

44. On or about January 8, 2003, approximately \$2,000,000.00 of fraudulently obtained IMI funds were transferred from Wachovia Securities account #209-0001-327-253 held in the name of SWISS COSTA RICA TRADE CORP, to A.G. Edwards & Sons account #114-205583-004 held in the name of ROTTENBERG CORPORATION.

45. On or about January 21, 2003, approximately \$2,000,000.00 of fraudulently obtained IMI funds were transferred from Wachovia Securities account #209-0001-327-253 held in the name of SWISS COSTA RICA TRADE CORP, to Laiki Bank account #179-33-0044921 held in the name of OMNI GAMA CORPORATION.

46. On or about February 12, 2004, approximately \$2,092,639.00 of fraudulently obtained IMI funds were transferred from A.G. Edwards & Sons account #114-205583-004 held in the name of ROTTENBERG CORPORATION, to Atlas One Financial Group, LLC account #56X-001558 held in the name of ROTTENBERG CORPORATION.

Merrill Lynch Account #15B-07B79

47. On or about September 14, 1999, approximately \$6,000,000.00 of fraudulently obtained IMI funds were transferred from Banco de San Jose account #901267088 held in the name of RUMANA CORPORATION ACCOUNT, to Merrill Lynch account #15B-07B79 held in the name of ROMANIAN CORPORATION.

Lazard Asset Management, LLC Account #302-00282

48. On or about June 30, 1998, approximately \$10,000,000.00 of fraudulently obtained IMI funds were transferred from Royal Bank of Canada account #6708770 held in the name of DAKARI STIFTUNG, to Barclays Bank account #3308442 held in the name of PRIVATE TRUST CORPORATION MANAGEMENT.

49. On or about July 7, 1998, approximately \$10,000,000.00 of fraudulently obtained IMI funds were transferred from Royal Bank of Canada account #6708770 held in the name of DAKARI STIFTUNG, to Barclays Bank account #3308442 held in the name of PRIVATE TRUST CORPORATION MANAGEMENT.

50. On or about July 15, 1998, approximately \$10,000,000.00 of fraudulently obtained IMI funds were transferred from Royal Bank of Canada account #6708770 held in the name of DAKARI STIFTUNG, to Barclays Bank account #3308442 held in the name of PRIVATE TRUST CORPORATION MANAGEMENT.

51. On or about July 20, 1998, approximately \$10,000,000.00 of fraudulently obtained IMI funds were transferred from Royal Bank of Canada account #6708770 held in the name of DAKARI STIFTUNG, to Barclays Bank account #3308442 held in the name of PRIVATE TRUST CORPORATION MANAGEMENT.

52. On or about July 30, 1998, approximately \$10,000,000.00 of fraudulently obtained IMI funds were transferred from Royal Bank of Canada account #6708770 held in the name of DAKARI STIFTUNG, to Barclays Bank account #3308442 held in the name of PRIVATE TRUST CORPORATION MANAGEMENT.

53. On or about August 20, 1998, approximately \$10,000,000.00 of fraudulently obtained IMI funds were transferred from Royal Bank of Canada account #6708770 held in the name of DAKARI STIFTUNG, to Barclays Bank account #3308442 held in the name of PRIVATE TRUST CORPORATION MANAGEMENT.

54. On or about July 16, 1998, approximately \$10,000,000.00 of fraudulently obtained IMI funds were transferred from Barclays Bank account #3308442 held in the name of PRIVATE TRUST CORPORATION MANAGEMENT, to Lazard Asset Management, LLC account #302-00282 held in the name of RUNNEYMEDE.

First Allied Securities Account #951-90050

55. On or about July 21, 1998, approximately \$10,000,000.00 of fraudulently obtained IMI funds were transferred from Barclays Bank account #3308442 held in the name of PRIVATE TRUST CORPORATION MANAGEMENT, to First Allied Securities account #951-90050 held in the name of ALAMEIN.

UBS/Paine Webber Account #AE82429SF

56. On or about July 16, 1998, approximately \$10,000,000.00 of fraudulently obtained IMI funds were transferred from Barclays Bank account #3308442 held in the name of PRIVATE TRUST CORPORATION MANAGEMENT, to UBS/Paine Webber account #AE82429SF held in the name of SHAMMAH.

Morgan Stanley Dean Witter Account #4761-159893

57. On or about October 1, 1998, approximately \$10,000,000.00 of fraudulently obtained IMI funds were transferred from Barclays Bank account #3308442 held in the name of PRIVATE TRUST CORPORATION MANAGEMENT, to Morgan Stanley Dean Witter account #4761-159893 held in the name of J&J INVESTMENTS.

Atlas One Financial Group, LLC Accounts #56X-001541 and #56X-001574

58. On or about June 5, 2002, approximately \$2,000,000.00 of fraudulently obtained IMI funds were transferred from First Union Bank account held in the name of SWISS COSTA RICA TRADE, to A.G. Edwards & Sons account #114-200123-004 held in the name of BACTRA CORPORATION.

59. On or about June 6, 2002, approximately \$1,400,000.00 of fraudulently obtained IMI funds were transferred from First Union Bank account held in the name of SWISS COSTA RICA TRADE, to A.G. Edwards & Sons account #114-200123-004 held in the name of BACTRA CORPORATION.

60. On or about June 11, 2002, approximately \$1,300,000.00 of fraudulently obtained IMI funds were transferred from A.G. Edwards & Sons account #114-200123-004 held in the name of BACTRA CORPORATION, to A.G. Edwards & Sons account #114-201022-004 also held in the name of BACTRA CORPORATION.

61. On or about February 17, 2004, approximately \$2,342,969.00 of fraudulently obtained IMI funds were transferred from A.G. Edwards & Sons account #114-200123-004 held in the name of BACTRA CORPORATION, to Atlas One Financial Group, LLC account #56X-001541 also held in the name of BACTRA CORPORATION.

62. On or about February 23, 2004, approximately \$1,493,064.00 of fraudulently obtained IMI funds were transferred from A.G. Edwards & Sons account #114-201022-004 held in the name of BACTRA CORPORATION, to Atlas One Financial Group, LLC account #56X-001574 also held in the name of BACTRA CORPORATION.

Atlas One Financial Group, LLC Account #56X-006565

63. On or about March 22, 2007, approximately \$200,000.00 of fraudulently obtained IMI funds were transferred from Merrill Lynch account #163-23610 held in the name of Pierfrancesco Munari to Atlas One Financial, Group LLC account #56X-006565 in the name of B.P.C., SA.

64. The transfers, transmissions or transactions described in paragraphs 26 to 34 and 36 to 63 above, constitute violations of the following federal statutes:

a) 18 U.S.C. § 1956(a)(1)(B)(i) or (a)(2)(B)(i), which makes it an offense to conduct or attempt to conduct a financial transaction affecting interstate or foreign commerce with the proceeds of specified unlawful activity, or to transport, transmit, or transfer a monetary instrument or funds that represents the proceeds of specified unlawful activity from a place in the United States to or through a place outside the United States or to a place in the United States from or through a place outside the United States, which are the proceeds of foreign public corruption, or the proceeds of transportation of securities or money valued over \$5,000 in interstate or foreign commerce knowing same had been stolen, converted or taken by fraud, or the proceeds of a fraud against a foreign bank, knowing that the property involved in the transactions constitute the proceeds of some form of unlawful activity, and knowing that the transactions were intended to conceal and disguise the source, ownership, nature, location and control of the proceeds of the specified unlawful activity;

b) 18 U.S.C. § 1957, which makes it an offense to knowingly engage or to attempt to engage in a monetary transaction, by, through or to a financial institution affecting interstate or foreign commerce, where the transaction involves criminally derived property having a value greater than \$10,000.00, and where the property is in fact the proceeds of specified unlawful activity, to wit: foreign public corruption, the transportation of securities or money valued over \$5,000 in interstate or foreign commerce knowing same had been stolen, converted or taken by fraud, or fraud against a foreign bank; and

c) 18 U.S.C. § 2314, which makes it an offense to transport, transmit or transfer in interstate or foreign commerce any securities of the value of \$5,000 or more knowing the same to have been stolen, converted or taken by fraud.

65. The transfers, transmissions or transactions described in paragraphs 26 to 34 and 36 to 63 above are predicate acts for a violation of 18 U.S.C. § 1956(h), which makes it an offense to conspire to commit any offense described in Sections 1956 and 1957. MUNARI and others were involved in a 1956(h) conspiracy from at least February, 1998 that continued through at least March, 2007.

WHEREFORE, by reason of these premises plaintiff, United States of America prays:

1. That process of warrant issue for the arrest of the defendant funds;
2. That due notice be given to all interested parties to appear and show cause why the forfeiture should not be decreed;
3. That judgment be entered declaring the defendants to be the proceeds of U.S. and foreign offenses or property involved in or traceable to the proceeds of such offenses, and be condemned and forfeited to the United States of America for disposition in accordance with law;

4. That this Court grant the United States of America such other relief the Court may deem just and proper, together with the costs and disbursements of this action.

Respectfully submitted,

R. ALEXANDER ACOSTA
UNITED STATES ATTORNEY

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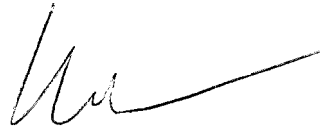
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ASSET FORFEITURE AND
MONEY LAUNDERING SECTION

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VERIFICATION

I, Donald H Bromberg, a Special Agent with United States Immigration and Customs Enforcement, hereby declare, under the penalty of perjury as provided for by 28 U.S.C. § 1746, that the foregoing Complaint for forfeiture in rem is based on personal knowledge and information gained through interviews of witnesses and reports and information furnished to me by other law enforcement officers, and that the facts alleged therein are true and correct to the best of my knowledge and belief.

Executed on this 11th day of July 2007.



Donald H. Bromberg
SPECIAL AGENT
IMMIGRATION AND CUSTOMS ENFORCEMENT