

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

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REBECCA LAREW,

Plaintiff,

v.

ANDREW LAREW, TONY FIORITO, JOHN
FUNICIELLO, CHRISTINE WOJCIK,
ALAN DOYLE, CHARLES SANGSTER,
JOHN SHANNON, PAULA DECKMAN,
CENTRAL NEW YORK ASSOCIATES, LLC,
ATRIUM ASSOCIATES, LLC, 224 HARRISON
ASSOCIATES, LLC, ARMORY ASSOCIATES, LLC,
65-35 QUEENS ASSOCIATES, LLC, 460 NORTH
FRANKLIN STREET ASSOCIATES, LLC, 1401 ERIE
BOULEVARD EAST, LLC, VINEGAR HILL, LLC,
BRITTONFIELD ASSOCIATES, LLC, SOUNDVIEW
REAL ESTATE PARTNERS, LAREW, DOYLE &
ASSOCIATES, LLC,

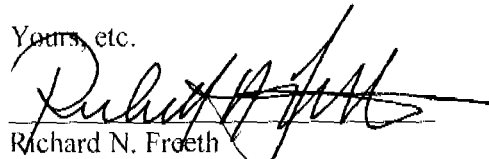
Defendants.

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TO THE ABOVE NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve notice of appearance, on the plaintiffs' Attorneys within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded herein.

Dated: New York, New York
July 11, 2011

Yours, etc.


Richard N. Froeth
FREETH & CLAY, LLP
Attorneys for Plaintiff
Empire State Building
350 Fifth Ave., 77th Fl.
New York, NY
(917) 543-2024

Defendants Addresses for Service:

ANDREW LAREW
245 E. 40th St.
New York, NY 10016-1730

Plaintiff designates
New York County as
the place of trial.
The basis of venue
is Defendant(s)
place(s) of residence

1110829

SUMMONS

The place of
residence of one or
more Defendants is in
New York County

FILED
JUL 18 2011
COUNTY CLERKS OFFICE
NEW YORK

Defendants Addresses for Service (continued):

TONY FIORITO
The Atrium
2 Clinton Sq., Suite 120
Syracuse, NY 13202

JOHN FUNICIELLO
2998 Heuna St.
Baldwinsville, NY 13027

CHRISTINE WOJCIK
245 E. 40th St.
New York, NY 10016-1730

ALAN DOYLE
One Richmond Square
Providence, RI 02906

CHARLES SANGSTER
5612 Muscovy La.
Manlius, NY 13104

JOHN SHANNON
112 Farrier Ave. # 314
Oncida, NY 13421-1600

PAULA DECKMAN
The Foundry
432 North Franklin St., Suite 60
Syracuse, NY 13204

CENTRAL NEW YORK ASSOCIATES, LLC
Partnership Properties
c/o Anthony Fiorito
2 Clinton Square
Syracuse, New York, 13202

ATRIUM ASSOCIATES, LLC
Two Clinton Square, Suite 120
Syracuse, NY 13202

224 HARRISON ASSOCIATES, LLC
2 Clinton Square / Suite 120
Syracuse, New York, 13202

Defendants Addresses for Service (continued):

ARMORY ASSOCIATES, LLC
c/o Martin Cahill Locy & Cahill Consulting Services, LLC
South Franklin St.
Syracuse, NY, 13202

65-35 QUEENS ASSOCIATES, LLC
c/o Andrew Larew
The Atrium
2 Clinton Square, Suite 120
Syracuse, New York, 13202

460 NORTH FRANKLIN STREET ASSOCIATES, LLC
The Atrium
2 Clinton Square Suite 120
Syracuse, New York, 13202

1401 ERIE BOULEVARD EAST, LLC
c/o Partnership Properties Inc
The Atrium
2 Clinton Sq.
Ste 120
Syracuse, New York, 13202

VINEGAR HILL, LLC
Two Clinton Square, Suite 316
Syracuse, NY 13202

BRITTONFIELD ASSOCIATES, LLC
Two Clinton Square, Suite 120
Syracuse, NY 13202

SOUNDVIEW REAL ESTATE PARTNERS
Corporation Service Company
50 Weston Street, Hartford, CT, 06120-1537

LAREW, DOYLE & ASSOCIATES, LLC
245 E. 40TH Street
Unit 6E
New York, New York, 10016

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK**

----- X
REBECCA LAREW,

Plaintiff,

**VERIFIED
COMPLAINT**

v.

Index No.:

**ANDREW LAREW, TONY FIORITO, JOHN
FUNICIELLO, CHRISTINE WOJCIK, ALAN DOYLE,
CHARLES SANGSTER, JOHN SHANNON, PAULA
DECKMAN, CENTRAL NEW YORK ASSOCIATES, LLC,
ATRIUM ASSOCIATES, LLC, 224 HARRISON
ASSOCIATES, LLC, ARMORY ASSOCIATES, LLC,
65-35 QUEENS ASSOCIATES, LLC, 460 NORTH FRANKLIN
STREET ASSOCIATES, LLC, 1401 ERIE BOULEVARD
EAST, LLC, VINEGAR HILL, LLC, BRITTONFIELD
ASSOCIATES, LLC, SOUNDVIEW REAL ESTATE
PARTNERS, LAREW, DOYLE & ASSOCIATES, LLC,**

Date Filed:

Defendants.

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PRELIMINARY STATEMENT

1. In an effort to thwart the legal and enforceable orders of duly appointed judges of the Connecticut Superior Court, the Defendants have acted in concert to hide assets and interests belonging to the Defendant Andrew Larew. In addition to various common law and statutory violations, the Defendants acts constitute violations of Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. § 1961, et seq., (“Civil RICO”).

2. The Defendants wrongful acts include, but are not limited to, wire and mail fraud, presentation of false testimony in Court, presentation of false documents, bank fraud, tax fraud, and conversion.

3. The Defendants have, in essence, acted in concert as a criminal organization to perpetuate numerous frauds in order to continually deprive the Plaintiff, and her three children, of

money awarded by a Court of one of the States of the United States. As a result of such acts, the Plaintiff is now destitute. Her home has been foreclosed upon, and she has been compelled to expend in excess of \$500,000 in legal fees in the divorce matter alone trying to unravel the complex fraudulent scheme described herein.

4. Defendant Larew, in effect the “godfather” of the RICO organization, has relied on the various other Defendants -- friends, business associates, corporate entities, accountants, and other professionals -- to effectuate this scheme to hide his assets and financial interests from his ex-wife. Defendant Larew’s interest in such assets are worth approximately \$12,000,000. Duly entered court orders provide that Defendant Larew is obligated to pay, *inter alia*, a portion of the income generated by such assets to the Plaintiff. Defendant Larew has flagrantly and intentionally failed to do so.

5. The Defendants have further used funds that have been awarded to the Plaintiff by Judges of the Connecticut Superior Court, and have used those funds to invest in more and more business dealings which resulted in additional profits to the Defendants (“ill gotten gains”).

6. While Defendant Larew’s interest was clearly to keep money from his ex-wife, and thus more for himself, the other individual Defendants motivation is also clear -- to protect their financial interests by making sure their successful business partner/client remains active, productive and well compensated so that he stays interested.

THE PARTIES

7. The Plaintiff, Rebecca Larew, is a resident of Southport, Connecticut. She is a divorced stay-at-home mother. Her three minor children are issue of her marriage to Defendant Andrew Larew.

8. Defendant Andrew Larew (“Defendant Larew”) is a resident of New York, NY. He

was married to the Plaintiff from 1992 until 2006. He is a successful real estate developer with interests throughout New York State. His last known residential address is 245 E. 40th St., New York, NY 10016-1730.

9. Defendant Tony Fiorito (“Defendant Fiorito”) is a longtime friend, and close business associate, of Defendant Larew. His principal place of business is at The Atrium, 2 Clinton Sq., Suite 120, Syracuse, NY 13202.

10. Defendant John Funicello (“Defendant Funicello”) is a longtime friend, and close business associate, of Defendant Larew. His last known residence is 2998 Heuna St., Baldwinsville, NY 13027.

11. Defendant Christine Wojcik (“Defendant Wojcik”) is Defendant Larew’s current wife. Her last known residence is 245 E. 40th St., New York, NY 10016-1730.

12. Defendant Alan Doyle (“Defendant Doyle”) is a longtime friend, and close business associate, of Defendant Larew. His business address is One Richmond Square, Providence, RI 02906.

13. Defendant Charles Sangster is a business partner with Defendant Larew. His last known residence is 5612 Muscovy La., Manlius, NY 13104.

14. Defendant John Shannon is an accountant for Defendant Larew. His last known place of business was 112 Farrier Ave. # 314, Onondaga, NY 13421-1600.

15. Defendant Paula Deckman is or was Defendant Larew’s accountant. She is a partner in the accounting firm Testone, Marshall & Dicenza, CPAs in Syracuse, NY. Her principal place of business is located at The Foundry 432 North Franklin St., Suite 60, Syracuse, NY 13204.

16. Defendant Central New York Associates, LLC (“Defendant CNY”) is a New York limited liability company established in or about September 27, 2006. Its principal place of

business is Two Clinton Square, Syracuse, New York, 13202.

17. Defendant Atrium Associates, LLC (“Defendant Atrium”) is a New York limited liability company, established in or about November 17, 1999. Its principal place of business is Two Clinton Square, Suite 120, Syracuse, NY 13202.

18. Defendant 224 Harrison Associates LLC (“Defendant Harrison”) is a New York limited liability company established in or about January 14, 1999 with a principal place of business Two Clinton Square, Suite 120, Syracuse, NY 13202.

19. Defendant Armory Associates LLC (“Defendant Armory Square”) is a New York limited liability company established in or about February 9, 2006 with a principal place of business of 309 South Franklin Street, Syracuse, NY 13202.

20. Defendant 65-35 Queens Associates, LLC (“Defendant Queens Associates”) is a New York limited liability company established in or about June 2, 2008, with a principal place of business Two Clinton Square, Suite 120, Syracuse, NY 13202.

21. Defendant 460 North Franklin Street Associates, LLC (“Defendant Franklin Street”) is a New York limited liability company established in or about December 22, 2009, with a principal place of business Two Clinton Square, Suite 120, Syracuse, NY 13202.

22. Defendant 1401 Erie Boulevard East LLC (“Defendant Eric Boulevard”) is a New York limited liability company established in or about July 30, 2007. Defendant Eric Boulevard’s principal place of business is Two Clinton Square, Suite 120, Syracuse, NY 13202.

23. Defendant Vinegar Hill LLC (“Defendant Vinegar Hill”) is a New York limited liability company established in or about June 28, 2004, with a principal place of business Two Clinton Square, Suite 316, Syracuse, NY 13202.

24. Defendant Brittonfield Associates LLC (“Defendant Brittonfield”) is a New York

limited liability company established in or about July 29, 2008, with a principal place of business Two Clinton Square, Suite 120, Syracuse, NY 13202.

25. Defendant Soundview Real Estate Partners, LLC is a Delaware limited liability company with its principal place of business at One Stamford Forum, 201 Tresser Blvd., 9th Floor, Stamford, CT 06901. Its agent for service is Corporation Service Company, 50 Weston Street, Hartford, CT, 06120-1537.

26. Defendant Larew, Doyle & Associates, LLC (“Defendant Larew Doyle Associates”) is a New York limited liability company established in or about January 11, 2011. It is owned by Defendants Larew and Doyle. It is a “real estate investment banking firm.” Its principal place of business is 27 Whitehall St., 4th Floor, New York, NY 10004. Its address for service is 245 E. 40th Street, Unit 6E, New York, NY, 10016.

FACTS

27. In 1992, the Plaintiff, then known as Rebecca Powers, married Defendant Larew. The Plaintiff bore one child during her marriage to Defendant Larew.

28. In 1999, Defendant Larew and two partners purchased two buildings in Syracuse NY -- the Atrium and Harrison Buildings.

29. Defendant Larew’s partners in the purchase of the Atrium and Harrison Buildings were Defendants Fiorito and Funicello. Each of these three Defendants held, and upon information and belief still hold, one-third (1/3) equity interest in each LLC.

30. The Atrium Building has, at all relevant times been, the primary asset of Defendant Atrium Associates. It is located at Two Clinton Square in Syracuse, New York and its estimated value in 2008 was \$15,000,000. Upon information and belief, Defendant Larew’s estimated net interest in Atrium Associates was, at all relevant times, nearly \$3,000,000.

31. The Harrison Building is owned by Defendant Harrison, and upon information and belief has, at all relevant times, been its primary asset. The Harrison Building is a 24,800 square foot office building located at 224 Harrison Street in Syracuse. The value of the Harrison Building is in the range of \$9,000,000. Upon information and belief, Defendant Larew's net interest in Defendant Harrison was, at all relevant times, nearly \$2,000,000.

32. Both the Atrium and Harrison buildings are located in an "empowerment zone" of the City of Syracuse, and thus generate combined annual QEZE Federal tax refunds totaling approximately \$85,000.00 to Defendant Larew, and his partners.

33. In 2003, the Plaintiff filed for divorce from Defendant Larew due to an irreconcilable breakdown of the marriage. They separated at that time.

34. Parties to a divorce action are required to provide truthful information regarding their financial situation, income, assets and liabilities.

35. On numerous occasions during the pendency of the divorce proceedings, Defendant Larew made numerous false representations as to his financial interests, income and assets -- in furtherance of his fraud upon the Court and against the Plaintiff and her child.

36. On certain instances during the divorce proceedings, Defendant Larew called upon the other individual Defendants to provide false information and/or false testimony in furtherance of the fraud, which they did.

37. In 2004, in connection with the divorce, the Plaintiff signed a stipulation with Defendant Larew whereby the Plaintiff would receive approximately \$18,500.00 per month support from Defendant Larew. This stipulation was based upon Defendant Larew's stated annual income being in excess \$750,000.00 according to his IRS 1040 tax forms.

38. In or about April 2004, Defendant Larew, together with Defendants Fiorito and

Funiciello, as well as a new partner, Edward Rogers, purchased property for a "Border Patrol Facility" Oswego, NY. This property was not listed on any financial affidavits submitted by Defendant Larew which were signed under the penalty of perjury during the divorce. Defendants Larew, Fiorito and Funiciello actively concealed this transaction, or agreed to conceal said transaction in furtherance of the fraud.

39. The property in Oswego, NY was at all relevant times held by Defendant Vinegar Hill. Ownership of Defendant Vinegar Hill was divided as follows: Defendant Fiorito owned 50%, Funiciello owned 25%, and Rogers owned 25%. Defendants Larew, Fiorito and Funiciello actively concealed this information, or agreed to conceal said information in furtherance of the fraud.

40. In or about April 1, 2005, Defendant Larew set up a transaction whereby he appeared to be divested of his partnership interest in Defendant Atrium. The transaction supposedly was that he was "terminated" from the partnership due to his "inability to pay capital calls." As part of that termination Defendant Larew was paid \$75,000 plus \$8,500 per quarter for his 33% share. This was clearly done in anticipation of an award to the Plaintiff in the divorce, and as such was a fraud. Defendants Larew, Fiorito and Funiciello actively concealed the true nature of this transaction, or agreed to conceal the same in furtherance of the fraud.

41. June 21 through June 24, and July 29th, 2005, a trial in the divorce of the Plaintiff from Defendant Larew was held in the Connecticut Superior Court for the Judicial District of Fairfield before Judge Holly Aberly-Wetstone.

42. In a Memorandum of Decision dated November 8, 2005, Judge Aberly-Wetstone ordered the marriage dissolved, and based on the information provided by Defendant Larew, including an estimated "base" income of \$250,000.00 per year, Defendant Larew was ordered to:

- a. Pay \$8,500 per month in support;
- b. Pay the mortgage and home equity line of credit on the family home;
- c. Pay “33.33% of all year end profit distributions” he receives from his firm Goedecke, Larew & Co. on an ongoing basis;
- d. Pay “33.33% of all distributions from all his limited liability companies” on an ongoing basis;
- e. Pay “33.33% of all “ New York State QEZE” tax refund income on an ongoing basis.
- f. Rebecca was awarded the marital home which, while having a market value of \$1.2M, carried \$900,000.00 debt.

43. Defendant Larew, with assistance of the other Defendants, particularly Defendants Fiorito and Funicello, immediately sprang into action to subvert the order of Judge Abery-Wetstone.

44. First, on November 28, 2005, Defendant Larew “sold” his interest in “Goedecke, Larew & Company”, a commercial mortgage broker concern, to his partner Peter Goedecke. Pursuant to the arrangement, Defendant Larew, name partner and founder, became a “contract employee”. This was in fact a sham transaction, and was clearly intended to defraud the Plaintiff.

45. On or about July 30, 2006, Defendant Larew married Defendant Wojcik. Heretofore, Defendant Wojcik had, upon information and belief, made a modest living in administrative-type positions, but otherwise had no significant financial wherewithal nor any particular skills in finance or complex real estate deals.

46. In furtherance of the scheme, on or about September 27, 2006, Defendant Larew

created, or had created, Defendant CNY. Defendant CNY is pivotal to the scheme as it is thereafter the central business entity through which Defendant Larew perpetrated, and continues to perpetrate, the fraudulent scheme. Upon information and belief, Defendant Larew uses CNY as a depository for his personal assets, and serves as his alter ego. Further, Defendant Larew has commingled his personal funds with those of Defendant CNY.

47. CNY serves as a repository of ownership positions in at least five other entities also sued herein (Defendants Armory Parking, Vinegar Hill, Harrison, Atrium, Queens Associates and Erie Boulevard, respectively).

48. In furtherance of the scheme, Defendant Larew paid himself, in a sham "sale", a total of \$60,000.00 for his 50% interest in Goedecke Larew. Traditionally, and for the prior three (3) years, Goedecke Larew tendered profit distributions in January. Had Defendant Larew remained a partner in Goedecke Larew for thirty (30) days, he would have received over \$90,000.00 from Goedecke Larew profits, and he would have officially retained his ownership interest. Instead, solely in furtherance of the scheme, and in an attempt to avoid paying the Plaintiff as ordered by the Court, he intentionally "dissipated" this income on paper. It should be noted that it is the Plaintiff's contention that this money was not dissipated in fact, only on paper.

49. In January 2007, a 25% interest in the Oswego facility was transferred, supposedly for no compensation, from "Real Bonfire LLC" to "Central New York Associates LLC".

50. On December 26, 2007, Defendant Larew received \$91,650.00 from Defendant Goedecke, and/or "Goedecke Larew", for no reason than in furtherance of the scheme to defraud.

51. On December 1, 2005 Defendant Larew "sold" his interest in Defendant Harrison to Defendant Fiorito and Defendant Funicello for \$155,000.00. Such sale was a sham.

Defendant Larew has falsely represented that when he sold his share of Harrison, the Harrison Building was “a broken down, shell of a building” and that he “sold” his interest for “\$155,000.00” The property was in fact a valuable income producing property. This was another fraudulent transaction, and shows that the “sale” of his interest was a sham to frustrate the order of Judge Abery-Wetstone. The \$155,000.00 was in actuality a distribution to Defendant Larew, paid with cash on hand, from Defendant Harrison. Traditionally, for the previous (4) years, all cash on hand at year-end was distributed to the partners as profit. Had Defendant Larew waited thirty (30) days to receive his year-end profit distribution, he would have received approximately \$130,000.00 **and** retained ownership in the property.

52. Had Defendant Larew been the owner of record on December 31, 2005, he would have also received the QEZIE Federal tax refund benefit of approximately \$30,000.00. Therefore, if Defendant Larew had waited 30 days, he would have received an identical profit distribution (\$155,000), and retained ownership. This is further evidence of the transaction being a sham and clearly meant to dissipate his assets on paper to deny them to the Plaintiff.

53. Year-end profit in the amount of \$190,000.00 was distributed to the (2) remaining partners on or about December 2005. Coincidentally, net operating income was \$465,000.00 for Defendant Harrison in 2005, exactly 3 times the \$155,000 that was given to Defendant Larew.

54. On or about January 10, 2006, Judge Abery-Wetstone issued another decision in the divorce proceeding in an effort to clarify certain questions raised by both the Plaintiff and Defendant Larew.

55. August 2006, Defendant Larew filed a motion to reduce support payments to the Plaintiff. Defendant Larew claimed in court during testimony under oath that he was poverty stricken, and that homelessness was imminent. The Judge lowered support to \$5,500. Again,

neither the Plaintiff nor the Judge were fully aware of the Defendants' nefarious activities at the time.

56. On August 24, 2006, Defendant Larew submitted a bank check to Defendant Fiorito for \$37,500.00 for his share to purchase Armory Garage. The Check was drawn against a Webster Bank checking account and constituted Defendant Larew's contribution. Note that this was only a matter of days after Defendant Larew represented in Court that he was destitute.

57. On or about September 1, 2006, again only a matter of days after testifying under oath that Defendant Larew had no money or income, Defendant Wojcik (Defendant Larew's new wife) closed on a house in Westport, Connecticut. The house was located at 25 Fairfield Ave. in Westport, and the sale price was \$1,707,000. The house was purchased with a \$300,000 down payment. Upon information and belief, Defendant Wojcik had no personal wherewithal to make such a purchase, and funds for the down payment came, in actuality, from Defendant Larew. As such, the funds used in the purchase are generated by the Rico scheme.

58. Additionally, it should be noted that Defendant Larew has been charged by the Connecticut Department of Consumer Protection with fraud in connection with the 25 Fairfield Ave. property purchase. This was because in April of 2006, in an effort to generate commissions for himself, he falsely represented to the seller's agent that he was a duly licensed real estate broker representing his "fiancée", while in fact his brokers license with the State of Connecticut had expired in 2005, and no effort had been made to reinstate it. In furtherance of the fraud, Defendant Larew knowingly used the real estate broker's identification number belonging to someone else. The Connecticut Department of Consumer Protection sent notice to this effect in a Complaint dated June 5, 2007 to the Plaintiff. This is further evidence of fraud committed by Defendant Larew in furtherance of the scheme to defraud the Plaintiff.

59. On January 1, 2007, Defendant Fiorito, in furtherance of the fraudulent scheme, transfers his interest in Atrium, Harrison, Real Bonfire, Vinegar Hill, Warren Parking, (et al.) to Defendant Central New York Associates. Defendant Wojcik later testified in Court proceedings related to the divorce that no consideration was paid for her interest in these entities. Upon information and belief, these entities generate annual income, including tax refunds, in excess of \$1,500,000. In actuality, Defendant Fiorito did not give away anything -- He was holding it for Defendant Larew.

60. On or about August 17, 2007, its fraudulent purpose served, Real Bonfire, LLC is dissolved with the New York Secretary of State.

61. August 9, 2007, Members purchased 1401 Eric Boulevard East in Syracuse for \$2,500,000. Defendants Fiorito, Funicello and CNY are each 1/3 partners, respectively. Defendant Fiorito signed the operating agreement for Defendant CNY. Defendant Larew is the personal guarantor for the purchase, evidencing his actual continued activity as a full partner despite the "dissipation" of wealth on paper.

62. Upon information and belief, Defendant CNY earned profits in excess of \$340,000 in 2007.

63. In January 2008, Defendant Larew filed a 2005 amended federal tax return showing an additional \$146,520.00 of income which he had failed to report on his 2005 return (and which he had failed to report to the Court). By Court order, Defendant Larew was required to provide tax returns to the Plaintiff within 48 hours of filing. This is further evidence of the repeated shell game played by Defendant Larew with hiding income, this time with the help of either/or/both Defendants Shannon and Deckman.

64. In April 2008, the Larew Group partners with Defendant Soundview Real Estate

Partners LLC (Nick Newman, President; Ben Marcus, manager), to purchase a defaulted note on a 2-floor office building located at 65-35 Queens Boulevard, Queens NY for \$3,000,000. In or about June 2008, Defendant Larew received a \$100,000 commission on this transaction.

65. While Defendant Soundview considers Defendant Larew to be a principal in the 65-35 Queens Boulevard deal, they do not oblige him to execute any financial documents for the deal on his own behalf -- again in furtherance of the scheme to defraud.

66. In or about May 2008, Defendants Larew, Fiorito and Funicello commingle the assets of Defendants Atrium, Boulevard and CNY, in the amount of \$300,000, which they euphemistically called a loan. These funds were mostly diverted to Defendant Larew, through Defendant CNY, and Defendants Fiorito and Funicello received \$30,000 each for their part.

67. Also, in or about May 2008, Defendant Wojcik receives over \$160,000 as a quarterly distribution from Defendant CNY. This distribution is in reality a distribution to Defendant Larew.

68. On July 7, 2008 Defendant Deckman, the accountant for Defendant Larew, writes to the IRS asking for an abatement of penalty for failing to declare \$146,520 in 2005 income. Defendant Deckman states that the error was the Plaintiff's fault, apparently because he forgot he made an additional \$146,520. This late reporting was clearly a disingenuous attempt to avoid revealing Defendant Larew's true earnings from the Connecticut Court in an earlier divorce proceeding. Defendant Larew's 2005 Federal tax return was fraudulent, and constituted mail fraud in its submission to the US Government, and when it was submitted to the Connecticut court in the divorce action. It was also a fraud upon the Plaintiff. This fraud was committed by Defendants Larew, as well as Deckman and/or Shannon.

69. In or about August 2008, the Larew Group, and Defendant Brittonfield, closes on

a building identified as 5000 Brittonfield Parkway, Dewitt, NY, for \$7,500,000. Defendants Larew, Funicello, Fiorito and Sangster are principals in Defendant Brittonfield, and execute a guaranty to First Niagara Funding, Inc. to finance the deal. Under this guarantee they promise, *inter alia*, that First Niagara Funding, Inc. will be entitled to receive rents generated by the building, as collateral. In furtherance of the fraudulent scheme, the Defendants use this same collateral as leverage in future deals.

70. In or about December 2008, Defendant Larew, on behalf of Defendant Larew Doyle, offers \$2,000,000 to purchase the mortgage on a hotel resort property (Cortina Inn and Resort) in Killington, VT. While the Plaintiff does not view this offer in and of itself as fraudulent, the fact that the Plaintiff has the wherewithal to offer \$2,000,000 at that time is evidence of the fraud on the court and the Plaintiff in the misrepresentations regarding Defendant Larew's financial wherewithal. It also reveals that Defendant Larew was very much in charge of the business of Defendant Larew Doyle, and that Defendant Doyle had knowledge of, and was complicit in, the fraudulent scheme.

71. In or before January 2009, Defendant Larew represents, under oath, in litigation involving Defendant Queens Associates (65-35 Queens Associates, LLC, v. 65-35 Queens Boulevard, LLC et al., Index No. 8462/08, Supreme Queens), that he is the manager of Defendant Queens Associates.

72. In or about January 2009, pursuant to an affidavit dated January 30, 2009, Defendant Larew represents falsely in the divorce proceeding that he has negative income, purportedly losing in excess of \$900.00 per month. The representations therein are untrue, and a fraud upon the court and the Plaintiff. This also constitutes mail fraud as such affidavit is submitted to the Connecticut court by use of the mails.

73. Despite the representation that he has no money, Defendant Larew has, in fact, significant cash available in January 2009, including an extra \$20,000 to cover expenses of Defendant Larew Doyle. It reveals again that Defendant Larew was very much in charge of the business of Defendant Larew Doyle, and that Defendant Doyle had knowledge of, and was complicit in, the fraudulent scheme.

74. Defendant Wojcik was deposed in connection with the divorce proceedings on or about February 4, 2009. She also testified in court in connection with the divorce proceedings on July 13, 2009. Her testimony was that:

- a. She was 99% owner of Defendant CNY;
- b. CNY acquired a 1/3 interest in Defendant Atrium for zero dollars;
- c. CNY had acquired a 1/3 interest in Defendant Harrison for zero dollars;
- d. CNY had similarly acquired interests in Defendants Queens Associates, Brittonfield, Armory Parking, Vinegar Hill and Eric Boulevard.

75. As of July 13, 2009, Defendant Wojcik purportedly owned 99% of Defendant CNY. According to her testimony in Court, Defendant Wojcik never paid anything for such interest and has never personally earned, inherited or otherwise had funds to purchase 99% of such a valuable enterprise. In furtherance of the fraudulent scheme, she is clearly tasked with holding Defendant Larew's assets to evade the Court's order.

76. Defendant Wojcik acquired her interest in CNY for no money -- or indeed any valuable remuneration whatsoever. Rather, the ownership interest of Defendant Larew was transferred to Defendant Wojcik in furtherance of the fraudulent scheme.

77. Another business associate of Defendant Larew, Mr. Ben Marcus, was deposed in connection with the divorce proceedings on April 7, 2009. He also testified in court in

connection with the same on July 13, 2009. On both instances he identified Defendant Larew as his business partner, testified that the Plaintiff was in control of Defendant Queens Associates documents, and that Defendant Larew had maintained a 25% interest in Defendant Queens Associates, as evidenced by corporation documents, correspondences and direct first hand knowledge. As such, Defendant Larew is clearly an equity holder and principal decision maker in Defendant Queens Associates.

78. Further, it is at this time, and particularly through Mr. Marcus' testimony, that the extent of the Defendants' nefarious activities begins to come to light, when it is revealed that Defendant Larew's modus operandi is to have his control of the businesses, transactions and management described herein, and income generated thereby, reflected as "indirect" in all documents and that his "individual interest" in all business is held by Defendant CNY, which he refers to as a "trust like entity." Therefore, it is only after July 2009 that the details of the fraudulent scheme truly begin to emerge to the Plaintiff.

79. Defendant CNY is not a trust, and there has been no valid legally enforceable document created which sets up a trust for Defendant Larew's assets, income or interests.

80. Defendant Larew used CNY as his personal holding company, or illegal "trust" to hide his assets from the court. This fraud renders every business transaction in which Mr. Larew and his alter ego Defendant CNY a fraud.

81. As of July 2009, CNY had acquired a one-third (1/3) interest in Defendant Atrium for no remuneration. Rather, the ownership interest of Defendant Larew in Defendant Atrium was transferred to CNY in furtherance of the scheme.

82. As of July 2009, CNY had acquired a one-third (1/3) interest in Defendant Harrison for no apparent remuneration. This is further evidence of the fraudulent scheme.

83. As of July 2009, CNY had acquired interests in the following entities without any apparent remuneration, but rather in furtherance of the fraudulent scheme: Defendant Queens Associates; Defendant Brittonfield, Defendant Armory Parking, Defendant Vinegar Hill and Defendant Erie Boulevard.

84. Defendants Deckman and Shannon, accountants for the various individual and corporate Defendants, prepared -- or facilitated the presentation of -- false accounting and income information for use to mislead the Court and taxing authorities, untrue account statements and fraudulent tax filings to mislead the Court and taxing authorities, and gave false testimony in court regarding Defendant Larew's assets, income, and earnings -- as well as the assets, income, and earnings of the various corporate Defendants.

85. In or about 2008, Defendant Shannon, *inter alia*, prepared 2007 Federal tax returns for Defendant Atrium. He knowingly aided the fraudulent scheme in that the tax return he prepared attributed 1/3 of Defendant Atrium's income to Defendant CNY when such income was in fact income to Defendant Larew. This is a fraud committed by use of the mails, a fraud on the US Government, and a fraud on the Plaintiff.

STATEMENT OF CLAIMS

COUNT ONE **CIVIL RICO**

86. The Defendants have violated 18 U.S.C. 1962.

87. The Defendants have committed actions which constitute one or more of the following violations: (a) using or investing income received from a pattern of racketeering activity to acquire an interest in any enterprise that is engaged in, or affects, interstate commerce; (b) acquiring or maintaining through a pattern of racketeering activity any interest in an enterprise that is engaged in, or affects, interstate commerce; (c) conducting or participating in

the conduct, through a pattern of racketeering activity, of an enterprise that is engaged in, or affects, interstate commerce; and (d) conspiring to violate sections (a), (b), and (c) of this section.

88. In violation of 18 U.S.C. §1962(a), the Defendants (except for Defendants Deckman and Shannon) received income from a pattern of racketeering activities and invested part of that income in activities which engage in, or affect, interstate commerce, as detailed above.

89. In violation of 18 U.S.C. §1962(a), the Defendants (except for Defendants Deckman and Shannon) acquired an interest in a RICO enterprise through the establishment of, purchase and sale of, and or operation of, various limited liability companies as detailed above.

90. The acts of the aforesaid Defendants in violating the provisions of 18 U.S.C. § 1962(a), as alleged herein, are the factual and the proximate cause of the injury to Rebecca Larew.

91. In violation of 18 U.S.C. §1962(b), the Defendants (except for Defendants Deckman and Shannon) have acquired and/or maintained, through a pattern of racketeering activity, interests in the various enterprises detailed above, all of which are engaged in, or affect, interstate commerce.

92. That in violation of 18 U.S.C. § 1962(c), the above named Defendants conducted or participated directly or indirectly, in the conduct of the Civil RICO enterprise's affairs through a pattern of racketeering activity by engaging in the scheme as detailed above.

93. In violation of 18 U.S.C. § 1962(d), all Defendants, including Defendants Deckman and Shannon, as is detailed above, conspired to violate 18 U.S.C. § 1962 (a), (b), and (c).

94. The Defendants have collectively committed two or more acts which satisfy the Civil RICO statutory requirement for predicate acts.

95. The Defendants acts, including those acts which constitute predicate acts, together constituted a pattern whereby the monetary and financial interests of Defendant Iarew were hidden, converted, misidentified/deceptively identified or held by a "straw man".

96. Such pattern is a pattern of racketeering activity by virtue of the fact that illegal acts were used to achieve the intended result, as detailed above.

97. The Defendants directly or indirectly invested in, or maintained an interest in, or participated in the enterprise, as detailed above.

98. The activities of the enterprise affect interstate commerce. The activities of the enterprise has an affect interstate commerce because, *inter alia*:

- a. The Defendants have utilized lending from Federal programs in furtherance of the enterprise;
- b. The Defendants have utilized Federal tax incentive programs in furtherance of the enterprise;
- c. The Defendants are located in more than one State;
- d. The Defendants have used the mails in furtherance of the scheme;
- e. The Defendants have used the internet and telephone in furtherance of the scheme;
- f. The Defendants have filed false Federal tax returns in furtherance of the scheme;
- g. At least one Defendant has crossed State borders in furtherance of the enterprise, and;

h. Monics have crossed State borders in furtherance of the enterprise.

99. The acts of the aforesaid Defendants in violating the provisions of 18 U.S.C. § 1962, as alleged herein, was and is the factual and the proximate cause of the injury to Rebecca Larew.

100. Such interests in the enterprise, acquired and maintained by the Defendants as detailed above, have been the proximate cause of the harm to the Plaintiff, and has also harmed her three children.

101. The acts constituting the pattern of racketeering have occurred over a substantial amount of time, and constitute a continued threat of violative activity.

102. By virtue of the foregoing, and as alleged with particularity above, the Plaintiff is entitled to money damages, including treble damages and an award of attorneys fees, totaling in excess of \$12,000,000.

COUNT TWO
FRAUD

103. Defendant Larew embarked on a fraudulent conspiracy with the other named Defendants commencing shortly after his divorce was finalized in 2005 and continuing to the date hereof to deprive the Plaintiff of the benefits to which she is and was entitled by virtue of said economic provisions of the aforesaid Judgment of Divorce, the aforesaid stipulation, and the aforesaid Clerk's Judgments and other Orders issued by the Connecticut District Court, as herein set forth above.

104. The conduct of each of the Defendants as alleged herein was and is the factual and proximate cause of the injury to the Plaintiff.

105. By virtue of the foregoing, the Plaintiff has been damaged, and is entitled to Compensatory, Punitive and Exemplary damages against each named Defendant in excess of

\$4,000,000.

COUNT THREE
CONVERSION

106. Defendant Larew, aided and abetted by the other Individual Named Defendants, converted property that the Plaintiff had a vested interest in that defendants caused Defendant Larew's interest in the aforesaid limited liability companies to be transferred over away from him on paper, while Defendant Larew remained in control *de facto* of these limited liability companies in violation of Rebecca Larew's rights under the Divorce Judgment, and received remuneration *de facto* from these companies.

107. The conduct of Defendant Larew, and the Individual Named Defendants, was and is the factual proximate cause of the injury to the Plaintiff.

108. By reason of the foregoing, the Plaintiff has been damaged in excess of \$4,000,000.

COUNT FOUR
**VIOLATION OF THE NEW YORK STATE DEBTOR
AND CREDITOR LAW, 273, 273-a, 275, 276 and 276(a)**

109. The transfers, actions and conduct of Defendant Larew, together with the other named Defendants herein, were and are in violation of the New York State Debtor and Creditor Law, §§ 273, 273-a, 275 and 276.

110. The transfers, actions and conduct of Defendant Larew, together with the other named individual Defendants and Company Defendants, as alleged and detailed herein, was with the actual intent to hinder, delay and defraud the Plaintiff as a creditor of Defendant Larew.

111. The conduct of each of these defendants as alleged herein was and is the factual and proximate cause of the injury to the Plaintiff.

112. By virtue of the foregoing the Plaintiff is entitled to attorney's fees pursuant to

Debtor Creditor Law Section 276(a).

113. By virtue of the foregoing the Plaintiff has been damaged in excess of \$4,000,000.

COUNT FIVE
PRIMA FACIE TORT-ECONOMIC INJURY

114. The Defendants by their wrongful acts aforementioned, inflicted economic distress and loss upon the Plaintiff, and such acts constitute a prima facie tort.

115. The Defendants by their acts aforesaid intentionally inflicted harm to the Plaintiff by preventing her from collecting the monies due to her which she was entitled as a result of said economic provisions of the aforesaid November 8, 2005 Divorce Decree, the aforesaid 2004 stipulation, the Clerk's Judgments and other Orders issued by the Connecticut District Court, of which the New York State Supreme Court should give full faith and credit.

116. The series of acts of each of the Defendants, either as alleged herein, or which which may have been otherwise lawful, were done without any excuse or justification and were solely motivated by "disinterested malevolence."

117. By virtue of the foregoing, the Plaintiff alleges that the acts of each of the defendants, as detailed herein, was and is the factual and proximate cause of her injury, in that the Plaintiff was forced to pay fees to counsel and other fees to protect her rights, and has expended to date and is otherwise obligated to date in the sum of approximately \$575,000; and has incurred a loss of assets, including liability for taxes and interest in excess of \$1,600,000; and Plaintiff reasonably anticipates that such special damages shall continue to be incurred until the conclusion hereof.

118. By virtue of the foregoing, the Plaintiff is entitled to punitive and Exemplary Damages against each named Defendant in the sum of \$2,500,000.00

PRAYER FOR RELIEF

WHEREFORE, the Plaintiff claims damages in excess of \$14,500,000.00, comprised of the following:

- A. Money damages;
- B. Costs;
- C. Punitive damages;
- D. Treble Damages;
- E. Attorneys fees;
- F. Expert witness fees;
- G. Prejudgment interest;
- H. Such other relief as the Court deems just, fair and equitable.

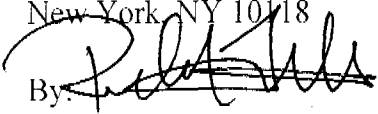
DEMAND FOR A JURY TRIAL

Plaintiff hereby demands a trial by jury on all claims so triable.

Dated: July 5, 2011

Respectfully submitted,

FREETH & CLAY, LLP
Empire State Building
350 Fifth Ave.
Suite 7710
New York, NY 10118

By: 
Richard N. Freeth
Damian Laughner

VERIFICATION

STATE OF NEW YORK)


)
COUNTY OF NEW YORK) ss.:

The undersigned, Rebecca Larew, shows:

Deponent, Rebecca Larew, has read the foregoing Complaint dated July 5, 2011, and states that, to deponent's knowledge, the same is true except as to matters herein stated as to be alleged upon information and belief; as to those matters, deponent believes them to be true.

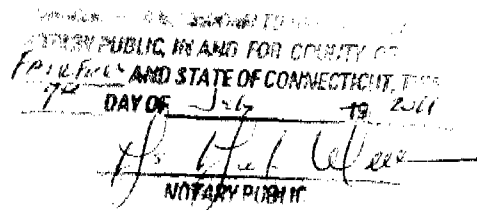
The undersigned affirms that the foregoing statements are true, under the penalties of perjury.

Dated: New York, New York
July 7, 2011


Rebecca Larew

Sworn to before me
July 7, 2011

Notary Public


NOTARY PUBLIC