

Duval & Stachenfeld LLP  
Attorneys for Plaintiff  
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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

----- X  
CREDIT SUISSE FINANCIAL CORPORATION, :

Plaintiff, :

-against- :

BELLETTIERI, FONTE & LAUDONIO, P.C., :  
ANTHONY BELLETTIERI, ROBERT V. :  
FONTE, TARA ANNE LAUDONIO, :  
and JOHN DOES 1-10 (said names being :  
fictitious, it being the intention of Plaintiff to :  
designate any as yet unknown representatives of :  
defendant Bellettieri, Fonte & Laudonio, P.C. that :  
were involved in the transaction at issue), :

Defendants. :  
----- X

**06 CIV 14296**

**Judge McMahon**

COMPLAINT

06 Civ. \_\_\_\_\_

Plaintiff Credit Suisse Financial Corporation (hereinafter "CSFC" or "plaintiff"), by its attorneys, Duval & Stachenfeld LLP, for its complaint against defendants Bellettieri, Fonte & Laudonio, P.C., Anthony Bellettieri, Robert V. Fonte, Tara Anne Laudonio collectively, the "Bellettieri defendants"), and John Does 1-10, alleges as follows:

NATURE OF THE ACTION

This action arises from an apparent fraud scheme orchestrated by the Bellettieri defendants to convert to their own use approximately \$535,000 of plaintiff's funds. Specifically, CSFC, providing funding for a residential real estate transaction, wired approximately \$535,000 to an account maintained by Bellettieri, Fonte & Laudonio, P.C., in

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its capacity as settlement agent. Despite confirmation from JPMorgan Chase Bank, N.A. (“JPMorgan”) that the CSFC funds were received, the Bellettieri defendants failed properly to disburse the funds. It now appears that the Bellettieri defendants may have dissipated and/or absconded with the approximately \$535,000 wired by CSFC. Indeed, CSFC has been unable to locate or otherwise communicate with the Bellettieri defendants, despite repeated attempts to do so. The Bellettieri defendants have failed to respond to any telephone calls, have closed down their offices and web site, and upon information and belief, the Bellettieri defendants have recently orchestrated a similar theft of funds from at least one other lending institution. Accordingly, this action seeks to recover the funds wired by CSFC by attaching whatever may still be in the Bellettieri defendants’ accounts at JPMorgan and/or by judgment against the Bellettieri defendants.

### **JURISDICTION AND VENUE**

2. This Court has jurisdiction pursuant to 28 U.S.C. § 1332(a) in that the amount in controversy is in excess of \$75,000, exclusive of interest and costs, and there is diversity between the parties.

3. Venue is proper pursuant to 28 U.S.C. § 1391(a).

### **THE PARTIES**

4. Plaintiff CSFC is a corporation organized and existing under the laws of the state of Delaware with its principal place of business in Princeton, New Jersey.

5. Upon information and belief, defendant Bellettieri, Fonte & Laudonio, P.C. is a law firm incorporated, organized and existing under the laws of the state of New York, with its principal place of business at 25 West Red Oak Lane, White Plains, New York 10604 and also maintaining offices at 101-05 Lefferts Blvd., Suite 207, Richmond Hill, New York 11419 and 33 Walt Whitman Road, Suite 301, Huntington Station, New York 11746.

6. Upon information and belief, defendant Anthony Bellettieri is a member of Bellettieri, Fonte and Laudonio, P.C., and a resident of Pleasantville, New York.

7. Upon information and belief, defendant Robert V. Fonte is a member of Bellettieri, Fonte and Laudonio, P.C., and a resident of Bedford, New York.

8. Upon information and belief, defendant Tara Anne Laudonio is a member of Bellettieri, Fonte and Laudonio, P.C., and a resident of Eastchester, New York.

9. Defendants John Does 1-10 are the fictitious names of any as yet unknown representatives of defendant Bellettieri, Fonte and Laudonio, P.C. that participated in the fraudulent transaction at issue.

### **FACTUAL ALLEGATIONS**

#### **A. CSFC Wires Funds For the Residential Real Estate Closing**

10. On or about November 10, 2006, a residential real estate closing was scheduled for a property located at 115 Sears Avenue, Elmsford, New York 10523 (the "Closing").

11. Upon information and belief, the parties to the Closing gathered at the offices of defendant Bellettieri, Fonte and Laudonio, P.C. Defendant Bellettieri, Fonte and Laudonio, P.C. was designated to serve as the settlement agent for the Closing.

12. CSFC has funded countless residential mortgage transactions, and agreed to fund the mortgages for the Closing on behalf of Evolution Mortgage Inc., a mortgage broker.

13. In its capacity as settlement agent, Bellettieri, Fonte and Laudonio, P.C. instructed CSFC to wire the mortgage funds to the Bellettieri, Fonte & Laudonio, P.C. Mortgage Disbursement Account (the "Bellettieri Account") at JPMorgan Chase Bank, N.A. in Scarsdale, New York. (Attached hereto as Exhibit A is a true and correct copy of the wiring instructions provided by the Bellettieri defendants to CSFC.)

14. Accordingly, on or about November 10, 2006, CSFC wired \$536,616.73 (the "CSFC Funds") in two wires to the Bellettieri Account at JPMorgan Chase Bank, N.A. in Scarsdale, New York. (Attached hereto as Exhibit B are true and correct copies of the wire confirmations verifying that CSFC had indeed wired the CSFC Funds totaling \$536,616.73 to JPMorgan on November 10, 2006.)

15. After wiring the CSFC Funds on November 10, 2006, and receiving immediate confirmation from JPMorgan that the wires had been received, CSFC assumed the funds would be made available for the closing scheduled for that day.

**B. CSFC Learns of the Bellettieri Defendants' Misrepresentations at the Closing and the Strong Likelihood that the Bellettieri Defendants Have Absconded with the CSFC Funds**

16. In accordance with its custom and practice when funding a residential real estate closing, CSFC contacts the settlement agent following the scheduled closing to confirm that the loans have closed.

17. Accordingly, consistent with its practice, a CSFC representative contacted defendant Tara Laudonio, who confirmed that the loans had in fact closed.

18. CSFC has since come to learn that -- despite properly and timely wiring the CSFC Funds to the Bellettieri Account at JPMorgan and receiving confirmation from Tara Laudonio that the loans had closed -- the CSFC Funds were not properly disbursed by the Bellettieri defendants.

19. Rather, upon information and belief, at approximately 3:00 p.m. on the day of the Closing, defendant Tara Laudonio, with full knowledge that CSFC had in fact wired the CSFC Funds, falsely informed those present at the Closing that the CSFC Funds had not yet been wired by CSFC to the Bellettieri Account at JPMorgan.

20. Upon being informed by Ms. Laudonio that the CSFC Funds had not yet been wired, the parties to the Closing agreed to complete the necessary paper work and to refrain from depositing their respective checks drawn on the Bellettieri Account until they received confirmation from the Bellettieri defendants that the CSFC Funds had been wired.

21. Upon information and belief, at approximately 4:00 p.m. on the day of the Closing -- one hour after the parties departed the offices of Bellettieri, Fonte & Laudonio, P.C. -- Tara Laudonio, or other employees of Bellettieri, Fonte & Laudonio, P.C., informed the parties via telephone that the CSFC Funds had been wired and that they could now deposit their respective checks. However, as the Closing occurred late on a Friday afternoon, the parties would now have to wait until at least November 13, 2006, the next available business day, to deposit their checks.

22. Upon information and belief, on or about November 14, 2006, the sellers of the Property attempted to deposit the checks issued to them by the Bellettieri defendants from the Bellettieri Account.

23. Upon information and belief, on or about November 28, 2006, the sellers notified their counsel that the checks issued by the Bellettieri defendants from the Bellettieri Account had failed to clear.

24. On or about December 1, 2006, CSFC learned that, despite having timely wired the CSFC Funds to the Bellettieri Account, the checks issued by the Bellettieri defendants from the Bellettieri Account had failed to clear.

25. Upon information and belief, rather than using the CSFC Funds to finance the mortgages, the Bellettieri defendants have absconded and fraudulently asserted ownership of the CSFC Funds wired to the Bellettieri Account at JPMorgan on November 10, 2006.

26. CSFC has made repeated attempts to contact the Bellettieri defendants by telephone; however, the Bellettieri defendants have, to date, failed to respond to each of these attempts. Moreover, the Bellettieri defendants are believed to have recently engaged in at least one additional similar theft of funds, are currently nowhere to be found, appear to have permanently closed their offices, and have disabled their web site.

**FIRST CLAIM FOR RELIEF**  
**(Conversion)**

27. Plaintiff CSFC realleges paragraphs 1 through 26 of this complaint as if fully set forth herein.

28. On or about November 10, 2006, CSFC wired the CSFC Funds to the Bellettieri Account at JPMorgan, which money was intended to fund the mortgages in connection with the purchase of the property located at 115 Sears Avenue, Elmsford, New York 10523.

29. Upon information and belief, the Bellettieri defendants were aware at all times that they had no personal claim, right, title or interest in the CSFC Funds.

30. Upon information and belief, rather than using the CSFC Funds to finance the mortgages, the Bellettieri defendants converted the CSFC Funds for their own personal use without permission or authority to do so.

31. By reason of the foregoing, the Bellettieri defendants have converted the CSFC Funds totaling \$536,616.73, plus interest from November 10, 2006.

**SECOND CLAIM FOR RELIEF**  
**(Fraud)**

32. Plaintiff CSFC realleges paragraphs 1 through 31 of this complaint as if fully set forth herein.

33. Upon information and belief, the Bellettieri defendants fraudulently misrepresented to CSFC that the CSFC Funds were to be used to fund the mortgages in connection with the purchase of the property located at 115 Sears Avenue, Elmsford, New York 10523.

34. Upon information and belief, the Bellettieri defendants made this statement with the intent to deceive.

35. CSFC relied on the foregoing misrepresentations to its detriment by making two separate wire transfers totaling \$536,616.73 to the Bellettieri Account at JPMorgan.

36. Such actions and conduct have caused significant injury to CSFC, including but not limited to the \$536,616.73 that remains unpaid.

37. By reason of the foregoing, CSFC has been damaged in the amount of \$536,616.73, plus interest from November 10, 2006, together with punitive damages as a result of the Bellettieri defendants' knowing, intentional and malicious misconduct.

**THIRD CLAIM FOR RELIEF**  
**(Unjust Enrichment)**

38. Plaintiff CSFC realleges paragraphs 1 through 37 of this complaint as if fully set forth herein.

39. At the direction of the Bellettieri defendants, CSFC wired the CSFC Funds to the Bellettieri Account at JPMorgan.

40. The Bellettieri defendants have wrongfully converted the CSFC Funds causing CSFC to lose the use of those moneys due and owing.

41. As a result of their false and misleading actions, the Bellettieri defendants were personally and unjustly enriched with sums which they acquired under false pretenses from CSFC, and which have required CSFC to incur attorneys' fees in its effort to recover

these funds. It would be unjust and inequitable to allow the Bellettieri defendants to benefit in this manner.

42. By reason of the foregoing, the Bellettieri defendants have been unjustly enriched at the expense of CSFC, and plaintiff has suffered damages in an amount to be established at trial.

**FOURTH CLAIM FOR RELIEF**  
**(Money Had and Received)**

43. Plaintiff CSFC realleges paragraphs 1 through 42 of this complaint as if fully set forth herein.

44. Upon information and belief, the Bellettieri defendants received the CSFC Funds, to which CSFC has an immediate superior right of possession.

45. Upon information and belief, the Bellettieri defendants benefited from the receipt of the CSFC Funds.

46. Under principles of good conscience, the Bellettieri defendants should not be allowed to retain the CSFC Funds.

47. By reason of the foregoing, CSFC has been damaged in the amount of \$536,616.73, plus interest from November 10, 2006.

**FIFTH CLAIM FOR RELIEF**  
**(Negligence)**

48. Plaintiff CSFC realleges paragraphs 1 through 47 of this complaint as if fully set forth herein.

49. The Bellettieri defendants owed a duty, inter alia, to disburse the CSFC Funds in a proper, skillful and diligent manner.

50. The Bellettieri defendants were negligent in performing their duties owed to CSFC by failing properly to disburse the CSFC Funds and retaining all or a portion of the CSFC Funds for their own use and benefit.

51. As a proximate result of the Bellettieri defendants' negligent performance, CSFC has been damaged.

52. By reason of the foregoing, CSFC has been damaged in the amount of \$536,616.73, plus interest from November 10, 2006.

### **PRAYER FOR RELIEF**

WHEREFORE, plaintiff CSFC respectfully requests judgment against defendants as follows:

A. On all Claims, against the Bellettieri defendants in the amount of \$536,616.73, plus interest from November 10, 2006, together with punitive damages as a result of the Bellettieri defendants' knowing, intentional and malicious misconduct;

B. On all Claims, enjoining preliminarily and permanently Bellettieri, Fonte & Laudonio, P.C. from directly or indirectly, transferring, selling, alienating, concealing, converting, liquidating or otherwise dissipating any of defendant Bellettieri, Fonte & Laudonio, P.C.'s assets and/or property, including, but not limited to any funds held in the Bellettieri Account, and ordering such property turned over to plaintiff upon judgment;

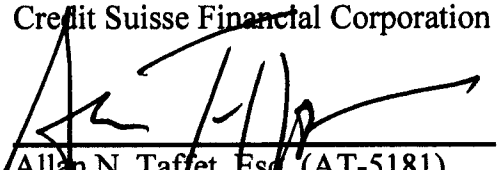
C. On all Claims, that the Court enter a pre-judgment order of attachment against the assets of Bellettieri, Fonte & Laudonio, P.C. and any interests of Bellettieri, Fonte & Laudonio, P.C. in any personal property or any debt owed to Bellettieri, Fonte & Laudonio, P.C. situated in the State of New York until CSFC can obtain a judgment against the Bellettieri defendants and have such property and assets applied to its satisfaction; and

D. Awarding CSFC the costs and disbursements of this action, including reasonable attorneys' fees and such other relief as is just.

Dated: New York, New York  
December 8, 2006

Duval & Stachenfeld LLP  
Attorneys for Plaintiff  
Credit Suisse Financial Corporation

By:



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**WIRE INSTRUCTIONS**|  Print |**Wire Recipient Information**

Company Name: Belletteri, Fonte & Laudonio, P.C.  
Address 1: 25 West Red Oak Lane  
Address 2:  
City: White Plains  
State: NY  
Zip: 10604  
Phone: 914-682-2262  
Fax: 914 682-3175

**Account Information****Account Number:904897001**

Name on Account: Belletteri, Fonte & Laudonio, P.C.-mortgage  
disbursement account  
Address 1: 25 West Red Oak Lane  
Address 2:  
City: White Plains  
State: NY  
Zip: 10604

**Bank Information****ABA/Routing Number:021000021**

Bank Name: JP Morgan chase bank  
Address 1: 660-662 central park ave  
Address 2:  
City: scarsdale  
State: NY  
Zip: 10583

Escrow No. (Please reference):  
Borrower(s) Name: Charles Necker  
Loan Number: 700457440  
2nd mtg Loan  
Number: 700457391

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