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Attorneys for Petitioner  
Crescent Hollow Condominium Association, Inc.

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY**

UNITED STATES OF AMERICA	:	Hon. Freda L. Wolfson, U.S.D.J.
v.	:	
	:	Crim. No. 15-196 (FLW)
BOBBY BOYE,	:	
a/k/a “Bobby Ajiboye,”	:	PETITION OF CRESCENT
a/k/a “Bobby Aji-Boye,”	:	HOLLOW CONDOMINIUM
	:	ASSOCIATION, INC. FOR
Defendant.	:	ANCILLARY HEARING PURSUANT
-----	:	TO 21 U.S.C. § 853(n)
	:	(25 CRESCENT HOLLOW COURT,
CRESCENT HOLLOW	:	RAMSEY, NEW JERSEY)
CONDOMINIUM ASSOCIATION,	:	
INC.	:	
	:	
Interested Party.	:	

Crescent Hollow Condominium Association, Inc. (the “Association”) by and through its counsel, Riker, Danzig, Scherer, Hyland & Perretti LLP, petitions this court for an ancillary hearing pursuant to Title 21, United States Code, Section 853(n) and asserts its interest as an innocent third party with respect to property which has been forfeited to the United States, in the above-styled case (the “District Court Case”), as follows:

1. As further set forth herein, the Association asserts its interest in the following property ordered forfeited to the United States in this court's July 16, 2015 order of forfeiture: 25 Crescent Hollow Court, Ramsey, New Jersey (the "Crescent Hollow Property").

**I. Background**

2. On or about June 18, 2014, Defendant was charged with wire fraud conspiracy and multiple counts of wire fraud. The charges arose from an elaborate scheme orchestrated by Defendant, who served as an international petroleum legal advisor for the Ministry of Finance of a certain country.

3. According to the Information filed in the District Court Case (the "Information"), beginning in or around 2012, Defendant utilized a company, Opus & Best LLC ("Opus & Best"),<sup>1</sup> to fraudulently obtain a lucrative contract to provide legal and tax accounting advice to a particular foreign country and subsequently misappropriated funds sent by that country to Opus & Best for his own personal use.

4. Subsequently, Defendant entered a guilty plea in connection with the charges brought against him. On or about July 16, 2015, the United States District Court for the District of New Jersey (the "District Court") entered a Preliminary Order of Forfeiture<sup>2</sup> forfeiting to the United States, among other things, the Crescent Hollow Property.

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<sup>1</sup> According to the Information, Defendant is the sole member of Opus & Best.

<sup>2</sup> On October 15, 2015, the District Court entered a Corrected Preliminary Order of Forfeiture.

**II. The Association's Interest in Crescent Hollow Property**

5. The Association, located at c/o Young & Associates, P.O. Box 125, Wood-Ridge, New Jersey 07075, is a not-for-profit corporation of the State of New Jersey formed and organized pursuant to the provisions of N.J.S.A. 46:8b-1, et seq. with a Master Deed duly executed and recorded in the Recording Office of Bergen County related to a certain condominium complex known as Crescent Hollow ("Crescent Hollow").

6. The Association is responsible for the care, administration and management of Crescent Hollow and all Crescent Hollow property, including but not limited to the conduct of all activities of common interest of the unit owners. See N.J.S.A. 46:8b-12 et seq. All owners of units at Crescent Hollow automatically become members of the Association and are obligated to comply with all duties and obligations set forth in, inter alia, the Master Deed and By-laws of the Association. Among other things, each unit owner is required to pay certain monthly "Common Charges" assessed by the Association's Board of Trustees related to the cost of operating the property and otherwise conducting the affairs of the Association. If the monthly Common Charges are unpaid by a unit owner, they become liens on the unit.

7. On or about March 19, 2013, Defendant, through Opus & Best, purchased the Crescent Hollow Property thereby becoming a unit owner and member of the Association.

8. According to the Information, Defendant utilized funds from his fraudulent scheme to purchase the Crescent Hollow Property.

9. The Association is owed a total of at least **\$166,861.64** in damages and charges, less received insurance proceeds, in connection with the Crescent Hollow Property. More specifically:

a) Unpaid Common Area Charges

On or about August 27, 2014, the Association recorded a Claim of Lien on the Crescent Hollow Property in the amount of \$7,391.69 for unpaid common charges pursuant to N.J.S.A. 46:8B-21, which claim was amended on June 10, 2015 to \$11,648.95. To date, unpaid common charges total **\$15,437.39**. The Association will be amending its lien accordingly.

In addition, due to the failure of Defendant/Opus & Best to remit monthly common charges since the beginning of 2014, in 2015 the Association increased the monthly assessment for all unit owners at Crescent Hollow in order protect against the anticipated deficiency caused by the non-payment by Opus & Best/Defendant. The over assessment for 2015 totals \$5,490.00.

b) Miscellaneous Maintenance Cost Incurred by Association

The Association has incurred, and continues to incur, various costs in connection with maintaining the Crescent Hollow Property, which currently total **\$2,817.13**. These amounts including: (i) \$528.38 to Rockland Electric for the payment of electricity including for the preservation of the property and (ii) various other amounts related to certain necessary electrical repairs to the unit.

c) Professional Fees and Costs

The Association has incurred, and continues to incur, fees and costs in the

form of professional fees arising from ongoing issues with the Crescent Hollow Property:

- The Association has paid its property manager, Young & Associations, **\$6,725.00** in connection with extra time and expenses expended in connection with the Crescent Hollow Property.
- The Association has incurred legal fees related to the collection of Common Charges for the Crescent Hollow Property and the District Court Case, which currently total **\$21,017.07**.

d) Damage to Crescent Hollow Property

On or about February 27, 2015, the Crescent Hollow Property sustained substantial damage when a pipe froze, broke and caused flooding to both the Crescent Hollow Property and an adjoining unit. After the fact, the Association learned that the Crescent Hollow Property was vacant, having been abandoned by the Defendant. It was ascertained that the broken pipe resulted from the fact that heat/electricity had been turned off for non-payment by Defendant/Opus & Best.

As a result of Defendant/Opus & Best's negligent conduct and failure to preserve the Crescent Hollow Property, approximately **\$115,000** worth of damage was caused. In order to preserve the value of the Crescent Hollow Property, the adjoining unit and certain common areas of Crescent Hollow, the Association took immediate action to remediate certain of the damage, including the remediation of water damage to prevent the growth of mold in the

unit. The Crescent Hollow Property is currently in need of substantial repairs in order to restore the unit to its full value.

The Association has received \$84,039.73 in insurance proceeds relating to these damages from The Travelers Indemnity Company of America, which nevertheless only covers a portion of the damages.

Additionally, as a result of the insurance claim submitted by the Association in connection with the damage at the Crescent Hollow Property, the annual premium on the Association property insurance has increased, to date, by **\$5,865.05**. The Association anticipates that its annual premium amount will remain elevated for at least the next two years.

10. Pursuant to 21 U.S.C. § 853(n)(6), the Association has a legal right, title or interest in the Crescent Hollow Property and such right, title or interest renders the order of forfeiture invalid in whole or in part because the Association had a prior vested or superior interest in the Crescent Hollow Property or is a bona fide purchaser for value of the right, title, or interest in the above-described property and was at the time of purchase reasonably without cause to believe that the property was subject to forfeiture.

### **III. Relief Requested**

11. The petitioner seeks relief from this court's preliminary order of forfeiture and hereby requests that this Court hold a hearing ancillary to the criminal conviction of Bobby Boye at which the petitioner may testify and present evidence and witnesses on its own behalf pursuant to 21 U.S.C. § 853(n)(5) and further that this court amend its preliminary order of forfeiture

dated July 16, 2015 to recognize fully the interest of the Association as it is set forth herein.

**IV. Reservation of Rights**

12. No statement contained herein is intended to be, nor may be construed as, a waiver, directly or indirectly, of the Association's procedural or substantive rights, claims, remedies, or defenses including as such may arise, without limitation, under state law, federal law, or any documents as against the Defendant or any other party. To the contrary, all such rights, claims, remedies, or defenses are expressly reserved. The Association expressly reserve all of its rights, claims, remedies, or defenses that might exist or arise against any other party or entity, all of which rights, claims, remedies, or defenses shall remain fully enforceable against such parties. Furthermore, the Association expressly reserve all of its rights, claims, remedies, or defenses in other related proceedings. Finally, the Association expressly reserves its rights to amend or supplement this Petition including, without limitation, (i) as to the amount and priority of its claim against Defendant or any security interests held therefore or (ii) for such additional claims and amounts for liabilities and losses incurred in connection with the Defendant, as such claims and amounts may subsequently become known.

Dated: December 4, 2015

Respectfully submitted,

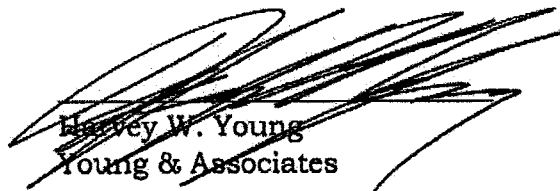
/s/ Zahid N. Quraishi  
Zahid N. Quraishi

Attorney for Petitioner, Crescent Hollow  
Condominium Association, Inc.



**DECLARATION**

I declare under penalty of perjury that the foregoing is true and correct.  
Executed on December 4, 2015 at Wood-Ridge, New Jersey.



Harvey W. Young  
Young & Associates

On Behalf of Crescent Hollow  
Condominium Association, Inc.