

STATE OF NEW YORK: WILTON TOWN COURT  
COUNTY OF SARATOGA: TOWN OF WILTON

THE PEOPLE OF THE STATE OF NEW YORK

-against-

SHAWN M. VANVEGHTEN (DOB 12/03/1980),  
Defendant.

**FELONY COMPLAINT**  
**CASE NO.**

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STATE OF NEW YORK )  
COUNTY OF SARATOGA ) ss.:

Detective Samuel Scotellaro, III of the New York State Office of the Attorney General (“OAG”), Shield Number 2337, deposes and states the following:

On or about the dates specified below, in Town of Wilton, County of Saratoga, State of New York, and elsewhere, the defendant SHAWN M. VANVEGHTEN, committed the following offenses:

**FIRST COUNT – MONEY LAUNDERING IN THE SECOND DEGREE**

From at least on or about July 2016 through on or about May 2020, in the Town of Wilton, County of Saratoga, State of New York, and elsewhere, the defendant SHAWN M. VANVEGHTEN, personally and acting in concert with others, committed the crime of **Money Laundering in the Second Degree**, in violation of § 470.15(1)(b)(i)(A)(iii) of the Penal Law of the State of New York (a class C felony) when, knowing that the property involved in one or more financial transactions represented the proceeds of specified criminal conduct, including but not limited to, Grand Larceny in the Second Degree, in violation of Penal Law § 155.40(1), a class C felony, Grand Larceny in the Third Degree, in violation of Penal Law § 155.35(1), a class D felony, Grand Larceny in the Fourth Degree, in violation of Penal Law § 155.30(1), a class E felony, and Scheme to Defraud in the First Degree, in violation of Penal Law §

190.65(1)(b), a class E felony, he conducted one or more financial transactions which in fact involved the proceeds of specified criminal conduct, with intent to promote the carrying on of specified criminal conduct, including but not limited to Scheme to Defraud in the First Degree, in violation of Penal Law § 190.65(1)(b), a class E felony, and the total value of the property involved in such financial transaction or transactions exceeded one hundred thousand dollars (\$100,000.00).

**SECOND COUNT – SCHEME TO DEFRAUD IN THE FIRST DEGREE**

From at least on or about July 2016 through on or about May 2020, in the Town of Wilton, County of Saratoga, State of New York, and elsewhere, the defendant SHAWN M. VANVEGHTEN, personally and acting in concert with others, committed the crime of **Scheme to Defraud in the First Degree**, in violation of § 190.65(1)(b) of the Penal Law of the State of New York (a class E felony) when, acting in concert with one or more persons, in the County of Saratoga, State of New York and elsewhere, engaged in a scheme constituting a systematic ongoing course of conduct with intent to defraud more than one person or to obtain property from more than one person by false or fraudulent pretenses, representations or promises, and so obtained property with a value in excess of one thousand dollars (\$1,000.00) from one or more of such persons.

The defendant committed the above crimes in the following manner:

1. This felony complaint is based upon information and belief, with the sources of my information and the grounds for my belief being: the joint investigation conducted by the Office of the New York State Attorney General (“OAG”) and the New York State Police (“NYSP”) Financial Crimes Unit (“FCU”); my conversations with OAG Attorneys, OAG Detectives and NYSP Investigators assigned to this investigation; my review of certified bank

records, including account opening documents and signature cards for the following bank accounts: Saratoga National Bank (“SNB”) accounts ending 3711 and 3643 in the name of Shawn and Emily VanVeghten; 6550 in the name of the Kristine L. Green Revocable Trust, Emily K. VanVeghten, Trustee; 1155 in the name of the Estate of Kristine L. Green, Emily VanVeghten, Executor; 1891 in the name of the Joshua Erickson Special Needs Trust, Emily VanVeghten, Trustee (“Special Needs Trust Account 1891”); 2749 in the name of the Joshua Erickson Special Needs Trust, Emily VanVeghten Trustee (“Special Needs Trust Account 2749”); and 8394 in the name of Shawn M. VanVeghten; Ballston Spa National Bank (“BSNB”) accounts ending 0772 in the name of Union Modular Homes, LLC (“UMH”); 9945 and 1166 in the name of VanVeghten Real Estate Group, LLC (“VVREG”); Pioneer Bank accounts ending 7136 and 8945 in the name of Van Veghten Construction, LLC (“VVC”); 8739 in the name of UMH; and 9966 in the name of Shawn VanVeghten; Key Bank (formerly First Niagara) accounts ending 9731 in the name of Shawn VanVeghten; and additional financial records from Citibank, Chemung Canal Trust Company, Ally, Ditech, Discover, NBT Bank, TD Bank, American Express, Sunmark; my review of records from Westchester Modular Homes (“WMH”); my review of records from the Law Offices of John Moore III, Esq.; my discussions with NYSP FCU Auditor Rosemary Aversano (“Auditor Aversano”) regarding the same, and my review of audit charts prepared by her; my review of certain documents from the New York State Department of State (“NYSDOS”); my discussions with home-buyers, subcontractors, materials suppliers, employees, and a real estate lender of SHAWN M. VANVEGHTEN (“VANVEGHTEN”) and his entities, whose identities are known to me, and my review of records provided by those home-buyers, subcontractors, and materials suppliers.

**I. NYSDOS Records and Bank Records Related to Entities Controlled by VANVEGHTEN**

2. During my review of records from the NYSDOS, I observed that VANVEGHTEN filed paperwork related to the following business entities. On June 18, 2003, VANVEGHTEN filed articles of organization for the corporation Van Veghten Construction, LLC, with a mailing address of Mechanicville, New York. On October 20, 2016 Articles of Organization were filed by counsel for the formation of Union Modular Homes, LLC. On November 12, 2015 Articles of Organization were filed by counsel for the formation of VanVeghten Realty Group, LLC.

3. I have also reviewed account opening documents and signature cards contained in the following certified records, and observed the following accounts for which VANVEGHTEN is a signatory and for which the mailing address during the relevant time period is in Wilton, New York: 3711 in the name of Shawn and Emily VanVeghten at SNB; 0772 in the name of UMH at BSNB; 7136 and 8945 in the name of VVC, 8739 in the name of UMH, and 9966 in the name of Shawn VanVeghten at Pioneer Bank; and 9731 in the name of Shawn VanVeghten at Key Bank (formerly First Niagara).

**II. Larcenies in Furtherance of VANVEGHTEN's Scheme to Defraud**

4. The investigation to date, including a review of bank and other records and interviews with relevant witnesses as further detailed below, revealed that between July 2016 and May 2020 the defendant was engaged in a scheme to defraud home-buyers, subcontractors, materials suppliers, a real estate lender, and the beneficiary of a special needs trust through a systematic ongoing course of conduct of false or fraudulent pretenses, representations or



promises, and obtained property with a value in excess of one thousand dollars (\$1,000.00) from these individuals.

**A. Larcenies from Home-Buyers**

5. The joint investigation between the OAG and NYSP revealed that on or about and between July 2016 and May 2020, VANVEGHTEN, personally and working through his entities VVC and UMH, served as the general contractor for numerous construction projects. During the aforementioned time period, VANVEGHTEN received funds from home-buyers pursuant to contracts for the improvement of real property or home improvement. VANVEGHTEN misappropriated those funds by diverting them from that project to other projects or to pay various business or personal expenses, in an effort to continue his scheme to defraud.

6. I am informed by Auditor Aversano that she reviewed records of transactions in the BSNB, SNB, Pioneer Bank and Key Bank Accounts identified above for the period between July 2016 and May 2020. The audit revealed that Account 0772 in the name of UMH at BSNB received over one-million (\$1,000,000) dollars in deposits between December 2016 and May 2018 from identified home-buyers. Similarly, Account 8739 at Pioneer Bank in the name of UMH received over three-hundred fifty thousand dollars (\$350,000) in deposits between July 2018 and October 2018 from identified home-buyers. Similarly, Account 7136 at Pioneer Bank in the name of VVC received over two-million dollars (\$2,000,000) in deposits between August 2016 and April 2019 from identified home-buyers. Further review of the audit revealed that none of these deposits were segregated, but instead the funds were commingled with funds received from other home-buyers and a real estate lender ("Lender"). Further, the funds were routinely used to pay expenses related to other, previously existing, construction projects and to pay other business and personal expenses. By way of example, Auditor Aversano informs me that between

July and August of 2018 VANVEGHTEN, through UMH, received \$327,450 from Home-Buyer #1, whose identity is known to me. During that same time period, approximately \$150,613 of those funds were used to pay expenses related to prior unrelated construction projects, were withdrawn from the account, or were used to pay business or personal expenses. Based on my conversations with subcontractors, absent these payments, they would have ceased to continue work for VANVEGHTEN or supply him with material necessary for him to continue his scheme to defraud. An additional \$21,815 was transferred to other accounts controlled by VANVEGHTEN, where it was then used to pay expenses related to prior unrelated construction projects, withdrawn from the account, or used to pay business or personal expenses.

7. Auditor Aversano further informs me that VANVEGHTEN consistently conducted financial transactions out of these accounts on a regular basis, moving the money between his company and personal accounts. As further detailed below, following VANVEGHTEN's misappropriation of home-buyer funds, he would ultimately replace the stolen monies with money stolen from subsequent home-buyers' deposits, as well as funds newly misappropriated from the Joshua Erickson Special Needs Trust ("Erickson Trust" or "Special Needs Trust") or fraudulently obtained from the Lender, or wrongfully withheld from subcontractors or materials suppliers.

8. Home-Buyer #1 informs me that they had purchased property and intended to build a modular home and contacted WMH. After contacting WMH, Home-Buyer #1 was referred to VANVEGHTEN. Home-Buyer #1 informs me that on or about March 1, 2018, they entered into a contract with VANVEGHTEN on behalf of UMH that called for a purchase price of \$501,000 to be paid in six installments: \$100,200 as a production deposit; \$102,000 as a foundation deposit due upon receipt of a building permit; \$225,450 due upon delivery of the

modular boxes; \$40,120 due upon completion of modular box assembly; and \$30,030 due upon completion. A design deposit of \$5,000 had been previously paid. On or about March 2, 2018, Home-Buyer #1 paid VANVEGHTEN the initial production deposit of \$100,200. Thereafter, Home-Buyer #1 paid the foundation deposit of \$102,000 on or about July 20, 2018. About a month later, Home-Buyer #1 spoke to VANVEGHTEN and learned for the first time that the foundation had not been put in. Despite this, VANVEGHTEN requested the next installment payment of \$220,000, to which Home-Buyer #1 agreed. Thereafter, in the summer of 2018, the completed modular boxes were delivered to the site by WMH. By December 2018, with the modular boxes delivered, but still no foundation complete, Home-Buyer #1 demanded a refund from VANVEGHTEN. Although Home-Buyer #1 was promised a refund of the \$220,000 no such payment was ever received, and civil litigation commenced in late 2018.

9. As discussed above, I have spoken with Auditor Aversano and reviewed the audit summaries she created. The payments identified by Home-Buyer #1 were readily apparent. On or about March 2, 2018 VANVEGHTEN received a \$100,200 deposit by wire into the UMH Account at BSNB. Although this was purportedly for a deposit on production, the funds were not used in that manner, but instead used for numerous business and/or personal expenses, including but not limited to, withdrawals by check payable to cash, Shawn VanVeghten, or VVC; various small personal or business expenses; or diverted to pay for expenses related to other construction projects, including the production deposit in the amount of \$32,000 for Home-Buyer #2 and approximately \$23,000 in payments to subcontractors. A review of the financial records and the WMH records show that VANVEGHTEN made no payment to WMH for the production of Home-Buyer #1's home until June 6, 2018, utilizing funds deposited by Home-Buyer #3. Thereafter, on or about July 20, 2018 VANVEGHTEN received a \$102,000 deposit by check

into the UMH account at Pioneer Bank. Again, although purportedly a deposit on the foundation, the funds were overwhelmingly used to continue other pre-existing projects where VANVEGTHEN had depleted the funds, or to satisfy personal or business obligations. Finally, on or about August 9, 2018 VANVEGHTEN received a \$225,450 deposit by wire into the UMH account at Pioneer Bank. The majority of Home-Buyer #1's funds, \$145,840, was immediately withdrawn to fund a payment to WMH to replace the previously diverted funds necessary for the production and delivery of the modular boxes for Home-Buyer #1. VANVEGHTEN conducted transactions with the remaining funds, again transferring them to other business obligations and otherwise used to pay personal or business expenses related to other pre-existing projects, and in furtherance of his scheme to defraud.

**B. Larcenies from Subcontractors and Materials Suppliers**

10. I have spoken with auditor Aversano and reviewed VANVEGHTEN's business accounts at BSNB and Pioneer Bank. In account ending 0772 at BSNB in the name of UMH, there are over 50 financial transactions totaling in excess of \$166,144 and representing checks primarily written to subcontractors and materials suppliers reversed for insufficient funds. In account ending 8739 at Pioneer in the name of UMH, there are over 16 transactions totaling in excess of \$66,871 and representing checks primarily written to subcontractors and materials suppliers reversed for insufficient funds. Finally, in account ending 7136 at Pioneer Bank in the name of VVC there are over 50 transactions totaling over \$404,534 and representing checks primarily written to subcontractors and materials suppliers reversed for insufficient funds.

11. During the course of the investigation, I and Investigator Kurt Strassberger from the NYSP FCU spoke with over three dozen subcontractors and home-buyers regarding the performance of labor or services pursuant to a subcontract and the subsequent failure by

VANVEGHTEN to pay. For example, I spoke with Home-Buyer #4, whose identity is known to me and was informed that Home-Buyer #4 had paid VANVEGHTEN for the construction of the home, including landscaping, which had been paid in full. Subcontractor #1, a landscaping company whose identity is also known to me, placed a mechanics lien on the home for approximately \$12,000 representing unpaid labor and materials. I have spoken with Subcontractor #1 and have been informed that on or about October 9, 2019, Subcontractor #1 supplied labor and materials to VANVEGHTEN in connection with the landscaping of Home-Buyer #4's property in the amount of \$11,630. To date, Subcontractor #1 remains unpaid and has filed a mechanics lien naming VANVEGHTEN in the amount of \$12,192.06 including finance charges.

12. Additionally, I spoke with Subcontractor #2, whose identity is known to me, and who advised me that VANVEGHTEN hired Subcontractor #2 numerous times to provide labor and services pursuant to agreement. Subcontractor #2 informs me that they provided labor and services as agreed and have issued numerous invoices for payment between July 2016 and May 2020. To date, while a number of invoices were paid, several others totaling over \$17,000 remain unpaid despite repeated claims for payment.

13. Moreover, I spoke with Subcontractor #3, whose identity is known to me, and who similarly advised that Subcontractor #3 had been hired by VANVEGHTEN and had performed labor and provided services as agreed during the period between July 2016 and May 2020. Subcontractor #3 advised that they were not paid with respect to two projects they worked on and are still owed approximately \$37,000.



**C. Larceny from Real Estate Lender**

14. VANVEGHTEN engaged the services of a private real estate lender (hereinafter “Lender”) whose identity is known to me from July 2016 and May 2020. During the aforementioned time period, the Lender provided in excess of \$700,000 to VANVEGHTEN in connection with a project to develop a subdivision known as Pine Bark Place a/k/a Timber Pointe, with VANVEGHTEN serving as contractor. I am informed by the Lender that VANVEGHTEN would provide a request for funds, detailing the intended purpose of the money. Typically, those requests and the intended purpose for those funds was to satisfy the claims of subcontractors who purportedly worked on the Pine Bark Place development. A review of the financial records shows that the Lender’s money regularly did not go to the intended purpose stated by VANVEGHTEN. For example, on June 23, 2017, VANVEGHTEN received \$47,280 from the Lender. Of that \$47,280, almost \$11,000 was used to pay subcontractors for other projects, including but not limited to touchup, demolition and insulation. An additional \$5,000 was withdrawn from the account by VANVEGHTEN.

**D. Larceny from the Special Needs Trust**

15. I have spoken with Auditor Aversano, reviewed her audit summary and reviewed trust documents and bank records for the Joshua Erickson Special Needs Trust. I have also interviewed the beneficiary of that trust.

16. Based on my review of the trust documents, on or about June 7, 2013, Kristine L. Green executed the Second Amendment and Complete Restatement of the Kristine L. Green Revocable Trust Agreement (“Trust Agreement”). Of note, that Trust Agreement provided for the creation and designation of the Joshua Erickson Special Needs Trust, created solely for the



benefit of Joshua Erickson in order to assist his qualification for public benefits. Emily Green VanVeghten, VANVEGHTEN's wife, was named trustee of the special needs trust.

17. Based on my review of the relevant bank records and my discussions with Auditor Aversano, I am informed that on or about February 4, 2014, two accounts were opened at SNB in the name of the Joshua Erickson Special Needs Trust, Emily VanVeghten, Trustee. The first, a checking account ending 2749, was funded in 2014 by one check in the amount of \$50,000 remitted by the Kristine L. Green Revocable Trust. The bulk of that deposit, \$40,000 was transferred to a savings account ending 1891. That savings account was additionally funded in 2015 by a series of deposits from the Kristine L Green Revocable Trust totaling \$195,661. As of July 2016, that account still held a balance of \$195,954.48. However, by March 2020, under five dollars remained. During that time frame, \$125,000 was withdrawn in two checks payable to Shawn VanVeghten and UMH. Another \$69,000 was transferred, over the course of approximately 20 transactions, into account ending 3711 – the joint personal account of Shawn and Emily VanVeghten.<sup>1</sup> After reviewing the bank records reflecting the use of this \$194,000 diverted to VANVEGHTEN, UMH, and the joint personal account, it appears that none was used for the benefit of Joshua Erickson, but rather, it was used to satisfy the personal and business expenses of VANVEGHTEN.<sup>2</sup>

18. I interviewed Joshua Erickson in connection with this investigation. Erickson informed me that he pays his bills with \$200 a month he receives from “Ability Beyond Disability” and with \$400 he receives through his sister Emily from his inheritance. Erickson

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<sup>1</sup> It appears that an additional \$12,500 was transferred into this account from account ending 3711 although it appears those funds were subsequently withdrawn or transferred out again.

<sup>2</sup> Over the course of the above time period only \$13,900 appears to have been used for the benefit of Joshua Erickson. In each instance funds were transferred to checking account ending 2749 and thereafter used to fund checks to pay expenses related to special needs of Joshua Erickson.

further stated that no one has asked to borrow money from him, he was unaware of anyone taking money from the Special Needs Trust, and he believed his sister Emily and VANVEGHTEN had no need to borrow money.

### **III. Analysis of Financial Transactions Evidencing Money Laundering**

19. I am informed by Auditor Aversano that she reviewed in excess of 20 bank accounts controlled by VANVEGHTEN at SNB, BSNB, Pioneer Bank, Key Bank, NBT Bank and Chemung Canal Trust, including the accounts listed above in paragraph 1. As outlined above, Auditor Aversano informs me that her review of the records revealed that from at least July 2016 through on or about May 2020, VANVEGHTEN utilized incoming money from home-buyers and the Lender to replenish money he previously misappropriated from prior customers and from, the Special Needs Trust, and wrongfully withheld from subcontractors, and paid pre-existing personal and business obligations with those funds.<sup>3</sup>

#### **A. Laundering of Home-Buyer money and payments to subcontractors**

20. By way of example, on or about March 2, 2018, Home-Buyer #1 provided \$100,200 to VANVEGHTEN intended as the production deposit at Westchester Modular. These funds were deposited into Account 0772 at BSNB in the name of UMH, in trust for Home-Buyer #1. A review of the audit shows that VANVEGHTEN took \$10,000 in two transactions by March 5, 2018 and moved it into other accounts he controlled. Moreover, VANVEGHTEN paid over \$14,000 to subcontractors for interior housing jobs by March 7, 2018. On or about March 6, 2018, VANVEGHTEN paid \$32,000 to WMH; however, a review of WMH records show that this was in fact for Home-Buyer #2's production deposit. Home-Buyer #2 had provided over

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<sup>3</sup> A further review of the financial records shows that VANVEGHTEN received over \$400,000 into his personal accounts, which he spent in part towards purchasing and renovating an investment property in Schenectady County, paying for office space in the Town of Wilton, paying down his personal mortgage, and meeting various expenses for dining, entertainment and clothing.

\$57,000 to VANVEGHTEN for the production deposit at WMH on or about February 23, 2018, of which over \$55,000 was taken by VANVEGHTEN for payments to other subcontractors unrelated to Home-Buyer #2's project. The remaining funds were comingled with Home-Buyer #1's upon the March 2, 2018 deposit. Furthermore, it was not until on or about June 6, 2018 when VANVEGHTEN made a \$36,000 payment to WMH for Home-Buyer #1 production deposit, utilizing money obtained from the closing of Home-Buyer #3's property.

21. On or about July 20, 2018, Home-Buyer #1 provided \$102,000 to VANVEGHTEN which was the first deposited into Account 8739 at Pioneer in the name of UMH. As noted above, Home-Buyer #1 provided these funds in trust to VANVEGHTEN for the foundation deposit on the home. By August 9, 2018, VANVEGHTEN took all but approximately \$4,000 from the account in the following manner: over \$7,900 in transfers to VVC and subsequently used to pay outstanding obligations; over \$9,000 for a concrete subcontractor for jobs payable from March and April 2018; over \$35,000 for subcontractors for interior housing jobs; and over \$16,000 in withdrawals to purchase certified checks that replaced payments to subcontractors for previous jobs. A review of the records shows that \$5,000 went to a subcontractor for excavation of Home-Buyer #1's property.

22. Thereafter, when Account 8739 was below \$4,000, VANVEGHTEN obtained another draw from Home-Buyer #1 in the amount of \$225,000, which was to be provided upon the delivery of modular boxes, when in fact VANVEGHTEN needed this money to obtain the boxes from WMH and paid \$145,000 to do so. Moreover, VANVEGHTEN utilized the funds held in trust for Home-Buyer #1 in the following manner: over \$28,000 for subcontractors for interior housing jobs; and two transfers totaling \$13,875 to VVC, which were comingled with a check in the amount of approximately \$7,000 from Home-Buyer #5, and thereafter diverted to

replace a payment in the amount of \$6,875 from a check uttered to a subcontractor without sufficient funds in the account, to make outstanding payments to subcontractors from other jobs, and to pay over \$1,000 to VVREG.

**B. Laundering from the Special Needs Trust**

23. A further review of the audit shows that VANVEGHTEN laundered the stolen proceeds of the Special Needs Trust during the aforementioned time period. By way of example, on or about October 5, 2017, VANVEGHTEN caused a withdrawal of \$50,000 from the Special Needs Trust Account 1891 at SNB, resulting in a cashier's check that would subsequently be deposited into Account 0772 at BSNB in the name of UMH. This deposit caused Account 0772 to have a balance of \$51,063.12. By October 13, 2017, the account was drawn down to \$1,911.26. VANVEGHTEN used over \$23,000 from these stolen funds to pay personal and business obligations. Moreover, during this week-long span that these funds were in his account, VANVEGHTEN moved \$25,000 in two transactions out of Account 0772 and to Pioneer Bank Account 7136 in the name of VVC. Account 7136 was overdrawn by October 16, 2017, with all of the laundered proceeds used to pay pre-existing personal and business obligations.

24. Furthermore, on or about March 26, 2018, VANVEGHTEN caused a transfer of \$10,000 from the Special Needs Account 1891 to a joint personal account, Account 3711. Thereafter, \$10,000 was withdrawn from Account 3711 at SNB and then on the same day a cash deposit in the amount of \$10,000 was made into Account 0772 in the name of UMH at BSNB, bringing the balance to just over \$11,000. This money was subsequently used to pay business obligations and the account was overdrawn by March 30, 2018.

25. Additionally, on or about June 13, 2018, VANVEGHTEN caused there to be a transfer of funds from the Special Needs Trust Account 1891 at SNB to a joint personal Account

3711 at SNB in the amount of \$10,000. On or about the same day, VANVEGHTEN then withdrew \$10,000 from the joint personal Account 3711 at SNB and purchased a cashier's check payable to Shawn VanVeghten. Thereafter, VANVEGHTEN deposited this cashier's check into the BSNB Account 0772 in the name of UMH. VANVEGHTEN also deposited into the BSNB Account 0722 a teller's check from Pioneer Bank, in the amount of \$5,000, with funds drawn from Pioneer Bank Account 7136 in the name of VVC on June 13, 2018. Immediately preceding this series of transactions at Pioneer Bank, VANVEGHTEN received deposits from Home-Buyers #6 and #7, whose identities are known to me, on or about June 5 and 8, 2018, respectively, in the amounts of \$15,175.88 and \$5,742. The comingled funds from the Special Needs Trust and Home-Buyers #6 and 7's deposits covered a negative balance in BSNB Account 0772 for which there had been a series of three checks returned for insufficient funds for the benefit of subcontractors.

### **C. Laundering from the Lender's funds**

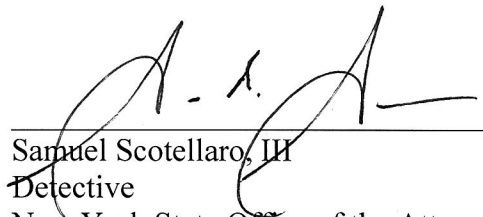
26. Moreover, having reviewed the financial records and speaking with the Lender, it is apparent that money provided to VANVEGHTEN by the Lender was not used for the purported purpose, but rather to promote the systematic ongoing course of conduct. For example, on March 4, 2019 VANVEGHTEN received \$35,400 from the lender. From that deposit, \$7,000 was transferred to UMH, \$4,000 was withdrawn by VANVEGHTEN, and \$8,000 was used to satisfy expenses related to a prior unrelated project for Home-Buyer #8, whose identity is known to me. This money appears to have been used, in part, to replace funds previously stolen from Home-Buyer #8. Previously, on October 15, 2018, Home-Buyer #8 had provided a deposit of \$71,485 for their foundation, from which \$40,000 was transferred to other



accounts controlled by VANVEGHTEN and \$17,642 was used to pay subcontractors and materials suppliers for prior unrelated electric and door & window jobs.

27. Based on my review of the aforementioned financial records, and discussions with various witnesses, victims, and Auditor Aversano, Attorneys, OAG Detectives and New York State Police Investigators assigned to this investigation, throughout the above-specified time period, the defendant utilized stolen funds from home-buyers, subcontractors, materials suppliers, the Special Needs Trust, and the Lender to promote his ongoing larcenies and scheme to defraud the same.

False statements made herein are punishable  
as a class A Misdemeanor pursuant to Penal Law §210.45.



Samuel Scotellaro, III  
Detective  
New York State Office of the Attorney General

Dated: 12/08, 2020  
Wilton, New York