Dear Mr. Kick:

Records responsive to your request were previously processed under the provisions of the Freedom of Information Act. Enclosed are 54 pages of previously-processed documents and a copy of the Explanation of Exemptions. This release is being provided to you at no charge.

Please be advised that additional records potentially responsive to your subject may exist. If this release of previously processed material does not satisfy your information needs for the requested subject, you may request an additional search for records. Submit your request by mail or fax to – Work Process Unit, 170 Marcel Drive, Winchester, VA 22602, fax number (540) 868-4997. Please cite the FOIPA Request Number in your correspondence.

For your information, Congress excluded three discrete categories of law enforcement and national security records from the requirements of the FOIA. See 5 U.S. C. § 552(c) (2006 & Supp. IV (2010). This response is limited to those records that are subject to the requirements of the FOIA. This is a standard notification that is given to all our requesters and should not be taken as an indication that excluded records do, or do not, exist.

For questions regarding our determinations, visit the www.fbi.gov/foia website under “Contact Us.” The FOIPA Request number listed above has been assigned to your request. Please use this number in all correspondence concerning your request. Your patience is appreciated.

You may file an appeal by writing to the Director, Office of Information Policy (OIP), United States Department of Justice, Suite 11050, 1425 New York Avenue, NW, Washington, D.C. 20530-0001, or you may submit an appeal through OIP’s FOIAonline portal by creating an account on the following web site: https://foiaonline.regulations.gov/foia/action/public/home. Your appeal must be postmarked or electronically transmitted within ninety (90) days from the date of this letter in order to be considered timely. If you submit your appeal by mail, both the letter and the envelope should be clearly marked “Freedom of Information Act Appeal.” Please cite the FOIPA Request Number assigned to your request so that it may be easily identified.
You may seek dispute resolution services by contacting the Office of Government Information Services (OGIS) at 877-684-6448, or by emailing ogis@nara.gov. Alternatively, you may contact the FBI’s FOIA Public Liaison by emailing foipaqquestions@fbi.gov. If you submit your dispute resolution correspondence by email, the subject heading should clearly state “Dispute Resolution Services.” Please also cite the FOIPA Request Number assigned to your request so that it may be easily identified.

Sincerely yours,

[Signature]

David M. Hardy
Section Chief,
Record/Information
Dissemination Section
Records Management Division

Enclosure(s)
EXPLANATION OF EXEMPTIONS

SUBSECTIONS OF TITLE 5, UNITED STATES CODE, SECTION 552

(b)(1) (A) specifically authorized under criteria established by an Executive order to be kept secret in the interest of national defense or foreign policy and (B) are in fact properly classified to such Executive order;

(b)(2) related solely to the internal personnel rules and practices of an agency;

(b)(3) specifically exempted from disclosure by statute (other than section 552b of this title), provided that such statute (A) requires that the matters be withheld from the public in such a manner as to leave no discretion on issue, or (B) establishes particular criteria for withholding or refers to particular types of matters to be withheld;

(b)(4) trade secrets and commercial or financial information obtained from a person and privileged or confidential;

(b)(5) inter-agency or intra-agency memorandums or letters which would not be available by law to a party other than an agency in litigation with the agency;

(b)(6) personnel and medical files and similar files the disclosure of which would constitute a clearly unwarranted invasion of personal privacy;

(b)(7) records or information compiled for law enforcement purposes, but only to the extent that the production of such law enforcement records or information ( A ) could reasonably be expected to interfere with enforcement proceedings, ( B ) would deprive a person of a right to a fair trial or an impartial adjudication, ( C ) could reasonably be expected to constitute an unwarranted invasion of personal privacy, ( D ) could reasonably be expected to disclose the identity of confidential source, including a State, local, or foreign agency or authority or any private institution which furnished information on a confidential basis, and, in the case of record or information compiled by a criminal law enforcement authority in the course of a criminal investigation, or by an agency conducting a lawful national security intelligence investigation, information furnished by a confidential source, ( E ) would disclose techniques and procedures for law enforcement investigations or prosecutions, or would disclose guidelines for law enforcement investigations or prosecutions if such disclosure could reasonably be expected to risk circumvention of the law, or ( F ) could reasonably be expected to endanger the life or physical safety of any individual;

(b)(8) contained in or related to examination, operating, or condition reports prepared by, on behalf of, or for the use of an agency responsible for the regulation or supervision of financial institutions; or

(b)(9) geological and geophysical information and data, including maps, concerning wells.

SUBSECTIONS OF TITLE 5, UNITED STATES CODE, SECTION 552a

(d)(5) information compiled in reasonable anticipation of a civil action proceeding;

(j)(2) material reporting investigative efforts pertaining to the enforcement of criminal law including efforts to prevent, control, or reduce crime or apprehend criminals;

(k)(1) information which is currently and properly classified pursuant to an Executive order in the interest of the national defense or foreign policy, for example, information involving intelligence sources or methods;

(k)(2) investigatory material compiled for law enforcement purposes, other than criminal, which did not result in loss of a right, benefit or privilege under Federal programs, or which would identify a source who furnished information pursuant to a promise that his/her identity would be held in confidence;

(k)(3) material maintained in connection with providing protective services to the President of the United States or any other individual pursuant to the authority of Title 18, United States Code, Section 3056;

(k)(4) required by statute to be maintained and used solely as statistical records;

(k)(5) investigatory material compiled solely for the purpose of determining suitability, eligibility, or qualifications for Federal civilian employment or for access to classified information, the disclosure of which would reveal the identity of the person who furnished information pursuant to a promise that his/her identity would be held in confidence;

(k)(6) testing or examination material used to determine individual qualifications for appointment or promotion in Federal Government service he release of which would compromise the testing or examination process;

(k)(7) material used to determine potential for promotion in the armed services, the disclosure of which would reveal the identity of the person who furnished the material pursuant to a promise that his/her identity would be held in confidence.
UNCLASSIFIED

FEDERAL BUREAU OF INVESTIGATION

Precedence: ROUTINE  Date: 03/20/2009

To: New York

From: New York

BQMRA/Squad C-35
Contact: SA, ext. 7478

Approved By: ________________________
Drafted By: ________________________

Case ID #: 31  (Pending)

Title: RENAISSANCE TECHNOLOGIES

Synopsis: Precedence to open and assign case.

Administrative: It is requested that captioned matter be opened and assigned to SA on 03/20/2009, a query of RENAISSANCE TECHNOLOGIES in ACS UNI revealed numerous identifiable records, none of which preclude this case opening.

Details: Captioned matter is a referral from the United States Attorney's Office for the Eastern District of New York where AUSA is the point of contact.

RENAISSANCE TECHNOLOGIES LLC, a $20 billion hedge fund management firm based in East Setauket, NY, operates at least two funds. One fund, where investment participation is limited to firm insiders, allegedly returned approximately 35% in a recent annual period. The other fund, which is for a wider non-insider client base, exhibited a negative return for the same period. It has been alleged that RENAISSANCE TECHNOLOGIES personnel fraudulently allocated profitable trades to the insiders' fund at the expense of the non-insiders' fund, otherwise known as a "cherry-picking scheme."

The purpose of the investigation shall be to determine the identities of those who engaged in questionable conduct, if there exists any evidence of criminal misconduct, and if so, to determine if prosecution is warranted.

3188-NY-302064
Precedence: ROUTINE

To: New York

From: New York

C-35
Contact: SA Ext. 7478

Approved By:

Drafted By: mtr

Case ID #: 318B-NY-302064 (Pending)

Title: RENAISSANCE TECHNOLOGIES

Synopsis: To close the above captioned matter.

Details: Pursuant to conversation with AUSA of the Eastern District of New York the conduct investigated related to Renaissance Technologies doesn't rise to the level of criminal conduct. Therefore, it is requested that the above mentioned case be closed.
Total Deleted Page(s) = 19
Page 20 ~ b6; b7C;
Page 21 ~ b6; b7C;
Page 22 ~ b6; b7C;
Page 23 ~ b6; b7C;
Page 40 ~ Duplicate;
Page 41 ~ Duplicate;
Page 47 ~ Duplicate;
Page 48 ~ Duplicate;
Page 49 ~ Duplicate;
Page 50 ~ Duplicate;
Page 51 ~ Duplicate;
Page 52 ~ Duplicate;
Page 53 ~ Duplicate;
Page 54 ~ Duplicate;
Page 55 ~ Duplicate;
Page 56 ~ Duplicate;
Page 57 ~ Duplicate;
Page 58 ~ Duplicate;
Page 59 ~ Duplicate;

X X Deleted Page(s)  X
X X No Duplication Fee  X
X X For this Page  X

XXXXXXXXXXXXXXXXXXXXXXXXXX
MEMORANDUM

To: [Blank] - FBI

From: [Blank]

Re: Renaissance Technologies

Date: May 14, 1999

Enclosed are copies of documents from my file which may assist you in your investigation, including a copy of a Complaint and Affidavit (which I assume was filed by New York counsel for Ariya International). As I told you by phone, I have no originals in my file.

Good luck!
Universal Case File Number: 196A-BF-33164
Field Office Acquiring Evidence: BS
Serial # of Originating Document:
Date Received: 4/12/99
From:
(Address of Contributor)
By:
(City and State)

To Be Returned: Yes □ No □
Receipt Given: Yes □ No □
Grand Jury Material - Disseminate Only Pursuant to Rule 6 (e)
Federal Rules of Criminal Procedure:
Title:
(RENAISSANCE TECHNOLOGIES, ARITA INTL. VICTIM
FBV)

Reference: (Communication Enclosing Material)

Description: □ Original notes re interview of
□ Copy of complaint filed with State of New York
ARIYA v. □
□ FAXED Correspondence - RENAISSANCE to
ATTORNEY □

2/25
STATE OF NEW YORK
SUPREME COURT
COUNTY OF MONROE

ARIYA INTERNATIONAL, INC.,
Plaintiff,

VS-

RENAISSANCE TECHNOLOGIES,
Defendants.

VERIFIED COMPLAINT.

Index #

Plaintiff, by its attorneys, Lacy, Katzen, Ryen & Mittleman, LLP, complaining of the Defendants, alleges as follows:

1. Plaintiff is a corporation organized and existing under the laws of the Commonwealth of Massachusetts, with offices at 100 Park Avenue, Newton, Massachusetts.

2. Upon information and belief, Defendant, resides at or has a place of business at

3. Upon information and belief, Defendant, does business under the name and style of RENAISSANCE TECHNOLOGIES,

4. Prior to March 10, 1997, Plaintiff and Defendants entered into negotiations for the sale by Defendants to Plaintiff for its customer, International Telecommunication Services (''ITS''), of prepaid phone cards (hereinafter referred to as ''Cards'').

5. Defendants represented to Plaintiff that they could provide said cards at a per unit price of $0.130. Defendants represented in a Letter of Intent to Plaintiff that Defendants' client (i.e., the actual supplier of the Cards) was "financially
and logistically able to perform all parts of the Agreement." A copy of Defendants' Letter of Intent is annexed as Exhibit "A".

6. Subsequent thereto and on or about March 21, 1997, Defendants invoiced Plaintiff for said phone cards for the total amount of $35,360.00. A copy of the invoice is annexed as Exhibit "B".

7. On or about March 24, 1997 the sum of $35,360.00 was wired by Plaintiff to Defendants. A copy of the Wire Transfer Instructions from Defendants and Plaintiff's Wire Transfer Request Form is respectively annexed as Exhibits "C" and "D".

8. That Defendants have failed to provide any of the cards purchased by Plaintiff and upon information and belief, did not have at the time the Agreement was made the ability to perform all or any part of the Agreement.

9. Upon information and belief, Defendants had wired $15,000.00 of the total sum of $35,360.00 to a company known as Telegroup, Inc. in order to purchase the Cards.

10. Upon information and belief, Telegroup, Inc. did not have an agreement with Defendants to provide the cards at the per unit price of $0.130.

11. Telegroup, Inc., on or about April 18, 1997 returned $15,000.00 to Plaintiff.

12. That Defendants breached their Agreement with Plaintiff damaging Plaintiff in the sum of $20,360.00.

13. That although duly demanded, no part of the sum of $20,360.00 has been paid and there is due and owing from Defendants to Plaintiff the sum of $20,360.00 together with interest from March 24, 1997.

AS AND FOR A SECOND CAUSE OF ACTION, PLAINTIFF ALLEGES:
14. Plaintiff repeats and realleges the allegations set forth in Paragraphs "1" through "13" as if set forth fully herein.

15. Defendants fraudulently represented to Plaintiff that they were able to provide the cards at a per unit price of $0.130 when, in fact, they knew that they had no such ability.

16. Defendants defrauded Plaintiff of the sum of $20,360.00 and caused Plaintiff damages in said amount.

AS AND FOR A THIRD CAUSE OF ACTION, PLAINTIFF ALLEGES:

17. Plaintiff repeats and realleges the allegations set forth in Paragraphs "1" through "16" as if set forth fully herein.

18. Upon information and belief, Defendants converted to their own use of the sum of $20,360.00.

19. Defendants owe to Plaintiff, by reason thereof, the sum of $20,360.00 together with interest from March 24, 1997.

WHEREFORE, Plaintiff demands Judgment against Defendants:

   A) On the First Cause of Action for the sum of $20,360.00 plus interest from March 24, 1997;

   B) On the Second Cause of Action for the sum of $20,360.00, plus interest from March 24, 1997; and

   C) On the Third Cause of Action for the sum of $20,360.00 plus interest from March 24, 1997, together with attorneys' fees, the costs and disbursements of this action and such other and further relief as to the Court seems just and proper.

DATED: May 6, 1997

Yours, etc.,

LACY, KATZEN, RYEN & MITTLEMAN, LLP
Esq.

Attorneys for Plaintiff
130 East Main Street
Rochester, New York 14604-1686
Telephone: (716) 454-5650
VERIFICATION

COMMONWEALTH OF MASSACHUSETTS)  
COUNTY OF MIDDLESEX )  SS.:  

I, ______________________________________ being duly sworn, deposes and say:  

of ARiya INTERNATIONAL, INC., the Plaintiff in the within action; that the deponent has read the foregoing Complaint and knows the contents thereof; and the same is true to my own knowledge, except as to the matters therein stated to be alleged upon information and belief, and as to those matters I believe to be true. This Verification is made by me because the above party is a Corporation. The grounds of my belief as to all matters not stated upon my own knowledge are as follows:

Plaintiff's books and records.

________________________________________

Sworn to before me this ______ day of May, 1997.

________________________________________
Notary Public

MAY-06-1997  17:17  716 454 3906  95%  P.06
STATE OF NEW YORK
SUPREME COURT
COUNTY OF MONROE

ARIYA INTERNATIONAL, INC.,
Plaintiff,

- vs -

RENAISSANCE TECHNOLOGIES,
Defendants.

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF MIDDLESEX
s.s.:

being duly sworn, deposes and says:

1. I, ___________________________________________ of Ariya International, Inc. ("Ariya"), and I have personal knowledge of the facts set forth in this Affidavit.

2. Attached hereto as Exhibit 1, is a copy of the Summons and Verified Complaint, the original of which is being filed simultaneously with the making of this application.

3. As can be seen by the Verified Complaint and as more fully set forth herein, the Plaintiff is entitled to an Ex Parte Order for an Attachment, together with a Temporary Restraining Order all as provided in the proposed Order submitted herewith.

4. Ariya provides computer, electronics, and software consulting, as well as telecommunications, voice and data services, on an international basis.

5. Among other services provided by Ariya, Ariya acts as a reseller of prepaid telephone calling cards (sometimes referred to hereinafter as "Cards") from US telecommunications companies such
as MCI and LDDS Worldwide to Ariya’s major Japanese customer, International Telecommunication Services ("ITS").

6. I was referred to a company by the name of Renaissance Technologies, which, through its __________, both verbally and in writing, held itself out to be capable of filling the order from ITS through its connections with Telegroup, Inc. ("Telegroup").

7. On or about March 10, 1997, I received a Letter of Intent from __________ with respect to an anticipated ITS order, a true copy of which Letter of Intent is annexed to the Complaint as Exhibit "A". In pertinent part, that Letter of Intent provides as follows: "Renaissance Technologies confirms that our client [i.e., Telegroup] is, financially and logistically, able to perform all parts of the Agreement..."

8. On or about March 21, 1997, I received an order from ITS for a substantial number of Cards, and began a search for Cards at the lowest available price to fill this order.

9. __________ advised that he could obtain the Cards I sought at a per-unit price of $0.130, and, based upon this representation, as well as the information contained in the Letter of Intent, I placed the ITS order for 2800 Cards with __________

10. On or about March 21, 1997, I received an Invoice for the Cards in the total amount of $35,360.00, which sum I wired to __________ as per instructions previously received; annexed to the Complaint as Exhibit "B" is a true copy of the said Invoice; and annexed as Exhibits "C" and "D", respectively, the Wire Transfer Instructions, and the Wire Transfer Request as approved by my bank.
11. Although [redacted] received the wire transfer in full, the cards were not delivered as agreed.

12. When I contacted [redacted] to complain about his failure to deliver the Cards, he stated that he had wired only $15,000.00 to Telegroup (instead of the full $35,360.00 as agreed); that Telegroup could not "fill the order," but that he would find another supplier on substantially similar terms.

13. On information and belief, [redacted] had no intention of wiring the agreed amount of money to Telegroup, or of delivering the Cards at the agreed-upon price and quantity, and in fact, did not have the capability, "financially or logistically," to provide the Cards at any time relevant hereto. This belief is based upon my subsequent telephone conversations with representatives of Telegroup, who stated unequivocally that they were never under contract with [redacted] that they never made any cards available to him at a price of $0.130/unit, and that [redacted] had apparently been lying to both Telegroup and to me all along in an effort to coerce an order and thereby obtain money.

14. [redacted] subsequently advised me that he had worked out a deal with Global Telecom Networks ("GTN") to provide the Cards at a price of $0.150/unit, and on or about April 29, 1997, $15,000.00 of the money I had wired to [redacted] (which had been returned to me by Telegroup) plus $442.00 from Ariya was wired to GTN, filling a portion of the ITS order.

15. The monies that were wired to Defendants were for the sole purpose of purchasing Cards for the benefit of Plaintiff. By failing to purchase the Cards and by failing to return the money to
the Plaintiff, Defendants have clearly disposed of property sufficient to satisfy a Judgment.

16. From and after April 29, 1997, both my local attorney and I contacted, or attempted to contact, [redacted] on numerous occasions, both verbally and in writing, in an effort to obtain the $20,360.00 balance of the money I had wired to [redacted]. Annexed hereto as Exhibits 2, 3, 4 and 5 respectively, are true copies of memoranda faxed by my attorney to [redacted] as well as the one and only facsimile response received from [redacted].

17. I have contacted [redacted] Credit Union with the information provided to me for the purpose of wire transfer, and have been advised that presently there are insufficient funds in [redacted] account to reimburse the balance owed.

18. On information and belief, [redacted] converted the money I had wired him to his own use and has defrauded Plaintiff of the sum of $20,360.00.

19. If [redacted] were notified in advance of a hearing on a motion for attachment, he would remove any remaining funds from his bank; and I am aware of no other assets or insurance proceeds available to satisfy Plaintiff's claim and anticipated Judgment in this matter.

20. As can be seen by the Verified Complaint and this Affidavit, it is probable that the Plaintiff will succeed on the merits.

21. The facts set forth clearly show that the Defendants, with intent to defraud their creditors or frustrate the enforcement of a Judgment that might be rendered in Plaintiff's favor has
assigned, disposed of, encumbered or secreted property.

22. The amount demanded exceeds all counterclaims known to Plaintiff.

23. No previous application has been made for the relief requested herein.

WHEREFORE, I respectfully request that the Court grant the annexed Order of Attachment, together with a temporary restraining order and for such other and further relief as may be just and proper.

__________________________

Sworn to before me this ______ day of May, 1997.

__________________________

Notary Public
Since the FIS ARIA has now come down to 11.0%, my situation as of late is a little complex. My relationship with [snip] and my attorney today. I wish to discuss my options of [snip].

The FIS ARIA has now come down to 11.0%. The situation is complex. My attorney today. I wish to discuss my options of [snip].

Please contact [snip] at [snip].
FACSIMILE TRANSMITTAL INFORMATION

Date: 4/30/97
To: Fax No.: 1-800-758-3548
Name of Recipient: 
Firm or Office: Renaissance Technologies

From: 
Description of Document(s): Re: Ariya Int'l

THIS TRANSMISSION CONSISTS OF 1 PAGE, INCLUDING THIS COVER SHEET.

Original to follow by: ___ Mail ___ Overnight Delivery ___ Courier ✓ N/A

If you do not receive all pages, or have any problem with this transmission, please call us. Our fax number is (617) 969-2104.

Message to Recipient: I am willing to allow you to reduce the wire transfer amount by $193.40, which was the agreed-upon compensation from GIT. However, the balance must be wire-transferred immediately. Please advise us of your intention. If this cannot be accomplished this morning, I must speak with your attorney immediately.

*****CONFIDENTIAL NOTICE*****

The documents accompanying this facsimile transmission contain information from the Law Offices of Philip S. Levoff which is confidential or privileged. The information is intended to be for the use of the individual or entity named on this transmission sheet. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the contents of this FAX information is prohibited. If you have received this fax in error, please notify us by telephone immediately so that we can arrange for the retrieval of the original document at no cost to you. We sincerely appreciate your understanding and cooperation.
FACSIMILE TRANSMITTAL INFORMATION

Date: 4/29/97

To: Fax No.: 1-716-274-6903; 1-716-896-8094

Name of Recipient:  CONFIDENTIAL

Firm or Office: Renaissance Technologies  URGENT

From:

Description of Document(s): Re: Agree to wire.../

THIS TRANSMISSION CONSISTS OF 1 PAGES, INCLUDING THIS COVER SHEET.

Original to follow by: Mail Overnight Delivery Courier  N/A

If you do not receive all pages, or have any problem with this transmission, please call at

Our fax number is (617) 969-2104.

Message to Recipient: I represent [Afina]. I must hear from you no later than 10:00 AM tomorrow, 4/30/97. If this matter is not resolved satisfactorily, I will take immediate and decisive action against you, which may be irreversible. Do not ignore this urgent message, or misread our resolve.

*****CONFIDENTIAL NOTICE*****
Universal Case File Number 196ABF 33164

Field Office Acquiring Evidence

Serial # of Originating Document

Date Received

From

(Name of Contributor)

(Address of Contributor)

To Be Returned

Receipt Given

Grand Jury Material - Disseminate Only Pursuant to Rule 6 (e)

Federal Rules of Criminal Procedure

Title:

Reference:

(Communication Enclosing Material)

Description: Original notes re interview of

[Handwritten notes]

[Signature]
Universal Case File Number 196ABF 33164
Field Office Acquiring Evidence IAB
Serial # of Originating Document
Date Received

From: ___________________________ (Name of Contributor)

(Address of Contributor)

To Be Returned □ Yes □ No
Receipt Given □ Yes □ No
Grand Jury Material - Disseminate Only Pursuant to Rule 6 (e)
Federal Rules of Criminal Procedure □ Yes □ No
Title: ____________________________

Reference: ___________________________ (Communication Enclosing Material)

Description: □ Original notes re interview of Correspondance Between

Subject & Victim

________________________________________

________________________________________
May 5, 1999

Ariya International, Inc.
100 Park Avenue
Newton, MA 02158

RE: 

Dear [Name]

Unfortunately, I have been unsuccessful in locating our file. However, I did obtain copies of the Pleadings that we used in court and I am enclosing a copy of the Summons, Affidavit and Complaint that were filed with the court. After reviewing this with the FBI please advise me if there is any other information which I may be able to obtain from the court documents. Again, I apologize for not being able to find the file but I believe that all of the information that was relevant to the proceeding is contained in the Complaint and the Affidavit.

Very truly yours,

[Signature]

Lacy, Katzen, Ryen & Mittleman, LLP

MSS/mal
Enc.
STATE OF NEW YORK
SUPREME COURT COUNTY OF MONROE

ARIYA INTERNATIONAL, INC.,

Plaintiff,

- vs -

RENAISSANCE TECHNOLOGIES,

Defendants.

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF MIDDLESEX

being duly sworn, deposes and says:

1. I, ___________________________ of Ariya International, Inc. ("Ariya"), and I have personal knowledge of the facts set forth in this Affidavit.

2. Attached hereto as Exhibit 1, is a copy of the Summons and Verified Complaint, the original of which is being filed simultaneously with the making of this application.

3. As can be seen by the Verified Complaint and as more fully set forth herein, the Plaintiff is entitled to an Ex Parte Order for an Attachment, together with a Temporary Restraining Order all as provided in the proposed Order submitted herewith.

4. Ariya provides computer, electronics, and software consulting, as well as telecommunications, voice and data services, on an international basis.

5. Among other services provided by Ariya, Ariya acts as a reseller of prepaid telephone calling cards (sometimes referred to hereinafter as "Cards") from US telecommunications companies such
as MCI and LDDS Worldwide to Ariya's major Japanese customer, International Telecommunication Services ("ITS").

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8. On or about March 21, 1997, I received an order from ITS for a substantial number of Cards, and began a search for Cards at the lowest available price to fill this order.

9. [REDACTED] advised that he could obtain the Cards I sought at a per-unit price of $0.130, and, based upon this representation, as well as the information contained in the Letter of Intent, I placed the ITS order for 2800 Cards with [REDACTED]

10. On or about March 21, 1997, I received an Invoice for the Cards in the total amount of $35,360.00, which sum I wired to [REDACTED] as per instructions previously received; annexed to the Complaint as Exhibit "B" is a true copy of the said Invoice; and annexed as Exhibits "C" and "D", respectively, the Wire Transfer Instructions, and the Wire Transfer Request as approved by my bank.
11. Although ______ received the wire transfer in full, the Cards were not delivered as agreed.

12. When I contacted ______ to complain about his failure to deliver the Cards, he stated that he had wired only $15,000.00 to Telegroup (instead of the full $35,360.00 as agreed); that Telegroup could not "fill the order," but that he would find another supplier on substantially similar terms.

13. On information and belief, ______ had no intention of wiring the agreed amount of money to Telegroup, or of delivering the Cards at the agreed-upon price and quantity, and in fact, did not have the capability, "financially or logistically," to provide the Cards at any time relevant hereto. This belief is based upon my subsequent telephone conversations with representatives of Telegroup, who stated unequivocally that they were never under contract with ______ that they never made any cards available to him at a price of $0.130/unit, and that ______ had apparently been lying to both Telegroup and to me all along in an effort to coerce an order and thereby obtain money.

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the Plaintiff, Defendants have clearly disposed of property sufficient to satisfy a Judgment.

16. From and after April 29, 1997, both my local attorney and I contacted, or attempted to contact, __________ on numerous occasions, both verbally and in writing, in an effort to obtain the $20,360.00 balance of the money I had wired to __________ Annexed hereto as Exhibits 2, 3, 4 and 5 respectively; are true copies of memoranda faxed by my attorney to __________ as well as the one and only facsimile response received from __________

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18. On information and belief, __________ converted the money I had wired him to his own use and has defrauded Plaintiff of the sum of $20,360.00.

19. If __________ were notified in advance of a hearing on a motion for attachment, he would remove any remaining funds from his bank; and I am aware of no other assets or insurance proceeds available to satisfy Plaintiff’s claim and anticipated Judgment in this matter.

20. As can be seen by the Verified Complaint and this Affidavit, it is probable that the Plaintiff will succeed on the merits.

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assigned, disposed of, encumbered or secreted property.

22. The amount demanded exceeds all counterclaims known to Plaintiff.

23. No previous application has been made for the relief requested herein.

WHEREFORE, I respectfully request that the Court grant the annexed Order of Attachment, together with a temporary restraining order and for such other and further relief as may be just and proper.

Sworn to before me this
[Signature]
[Notary Public]

PHILIP S. LEVOFF, Notary Public
My Commission Expires Sept. 21, 2001
STATE OF NEW YORK
SUPREME COURT COUNTY OF MONROE

Index No. 97/4666

ARIYA INTERNATIONAL, INC.,

Plaintiff,

- VS -

RENAISSANCE TECHNOLOGIES

Defendants.

Plaintiff designates MONROE County as the place of trial
SUMMONS
The basis of the venue is Defendant’s place of business.
Plaintiff resides at
100 Park Avenue
Newton, MS 02158
County of Middlesex

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 a notice of appearance, on the Plaintiff’s attorney(s) within twenty (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 in the complaint.

DATED: May 6, 1997

LACY, KATZEN, BLYRN & MITTLEMAN, LLP
Attorneys for Plaintiff
130 East Main Street
Rochester, New York 14604
Tel. (716) 454-5650

(228385)
STATE OF NEW YORK  
SUPREME COURT  
COUNTY OF MONROE  

ARIYA INTERNATIONAL, INC.,  
Plaintiff,  

- - VS - -  

RENAISSANCE TECHNOLOGIES,  
Defendants.  

VERIFIED COMPLAINT  
Index #  

Plaintiff, by its attorneys, Lacy, Katzen, Ryen & Mittleman, LLP, complaining of the Defendants, alleges as follows:  

1. Plaintiff is a corporation organized and existing under the laws of the Commonwealth of Massachusetts, with offices at 100 Park Avenue, Newton, Massachusetts.  

2. Upon information and belief, Defendant, [,] resides at or has a place of business at [ ].  

3. Upon information and belief, Defendant, [ ], does business under the name and style of RENAISSANCE TECHNOLOGIES, with offices at [ ].  

4. Prior to March 10, 1997, Plaintiff and Defendants entered into negotiations for the sale by Defendants to Plaintiff for its customer, International Telecommunication Services ("ITS"), of prepaid phone cards (hereinafter referred to as "Cards").  

5. Defendants represented to Plaintiff that they could provide said cards at a per unit price of $0.130. Defendants represented in a Letter of Intent to Plaintiff that Defendants' client (i.e., the actual supplier of the Cards) was "financially
and logistically able to perform all parts of the Agreement." A copy of Defendants' Letter of Intent is annexed as Exhibit "A".

6. Subsequent thereto and on or about March 21, 1997, Defendants invoiced Plaintiff for said phone cards for the total amount of $35,360.00. A copy of the invoice is annexed as Exhibit "B".

7. On or about March 24, 1997 the sum of $35,360.00 was wired by Plaintiff to Defendants. A copy of the Wire Transfer Instructions from Defendants and Plaintiff's Wire Transfer Request Form is respectively annexed as Exhibits "C" and "D".

8. That Defendants have failed to provide any of the cards purchased by Plaintiff and upon information and belief, did not have at the time the Agreement was made the ability to perform all or any part of the Agreement.

9. Upon information and belief, Defendants had wired $15,000.00 of the total sum of $35,360.00 to a company known as Telegroup, Inc. in order to purchase the Cards.

10. Upon information and belief, Telegroup, Inc. did not have an agreement with Defendants to provide the cards at the per unit price of $0.130.

11. Telegroup, Inc., on or about April 18, 1997 returned $15,000.00 to Plaintiff.

12. That Defendants breached their Agreement with Plaintiff damaging Plaintiff in the sum of $20,360.00.

13. That although duly demanded, no part of the sum of $20,360.00 has been paid and there is due and owing from Defendants to Plaintiff the sum of $20,360.00 together with interest from March 24, 1997.

AS AND FOR A SECOND CAUSE OF ACTION, PLAINTIFF ALLEGES:
14. Plaintiff repeats and realleges the allegations set forth in Paragraphs "1" through "13" as if set forth fully herein.

15. Defendants fraudulently represented to Plaintiff that they were able to provide the cards at a per unit price of $0.130 when, in fact, they knew that they had no such ability.

16. Defendants defrauded Plaintiff of the sum of $20,360.00 and caused Plaintiff damages in said amount.

AS AND FOR A THIRD CAUSE OF ACTION, PLAINTIFF ALLEGES:

17. Plaintiff repeats and realleges the allegations set forth in Paragraphs "1" through "16" as if set forth fully herein.

18. Upon information and belief, Defendants converted to their own use of the sum of $20,360.00.

19. Defendants owe to Plaintiff, by reason thereof, the sum of $20,360.00 together with interest from March 24, 1997.

WHEREFORE, Plaintiff demands Judgment against Defendants:

A) On the First Cause of Action for the sum of $20,360.00 plus interest from March 24, 1997;

B) On the Second Cause of Action for the sum of $20,360.00, plus interest from March 24, 1997; and

C) On the Third Cause of Action for the sum of $20,360.00 plus interest from March 24, 1997,

together with attorneys' fees, the costs and disbursements of this action and such other and further relief as to the Court seems just and proper.

DATED: May 6, 1997

Yours, etc.,

LACY, KATZEN, RYAN & MITTLEMAN, LLP
Esq.

Attorneys for Plaintiff
130 East Main Street
Rochester, New York 14604-1686
Telephone: (716) 454-5650
VERIFICATION

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF MIDDLESEX) SS.:  

I, [Name], being duly sworn, depose and say:  

of ARİYA INTERNATIONAL, INC., the Plaintiff in the within action; that the deponent has read the foregoing Complaint and knows the contents thereof; and the same is true to my own knowledge, except as to the matters therein stated to be alleged upon information and belief, and as to those matters I believe to be true. This Verification is made by me because the above party is a Corporation. The grounds of my belief as to all matters not stated upon my own knowledge are as follows: 

Plaintiff's books and records.

Sworn to before me this 6th day of May, 1997.

[Signature]
Notary Public

PHILIP S. LEVOFF, Notary Public
My Commission Expires Sept. 21, 2001
March 10, 1997

LETTER OF INTENT

Renaissance Technologies represent a telecommunications company in the United States that will do the following:

1) Agree to direct 50K to 100K minutes of Japan to United States telecom traffic over ITS Private Line.

2) Agree to a term of between 1 - 3 years depending on rates.

3) Agree to provide reasonable deposit based on anticipated usage and rates.

My client requests the following:

1) A definite time line of service implementation within 90 days, preferably closer to 70 days.

2) A guaranteed flat rate that will reflect term discounts, etc.

3) A decision within 10 - 15 days if the aforementioned agreement is viable to ITS.

Renaissance Technologies confirms that our client is, financially and logistically, able to perform all parts of the agreement, and very anxious to move forward with the development of said agreement.

Awaiting your favorable reply, we remain,

Renaissance Technologies
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INVOICE PAYABLE UPON RECEIPT

THANK YOU
USTRUST WIRE TRANSFER DEPARTMENT - WIRE TRANSFER REQUEST FORM (FORM B)
PLEASE PRINT CLEARLY OR TYPE

Date:
Time:
Called by:
Phone #:
Received by:
FAX log #:

Repetitive Number: __________________ Wire Amount: $35,360.00

Wire Fee: Direct Charge ✔ Analysis Profit Ctr # ______
Debit Account Number: ________ Debit Bank #: 1 3 6
Collected Available Balance: $44,958.72

NOTE: IF THE FUNDS ARE UNCOLLECTED, THE ENTRY MUST BE FORCED. PLEASE ALSO SUBMIT A SEPARATE WIRE AUTHORIZATION FORM (FORM A).

Customer Name (Required): ARIYA INTERACTIVE
Address (Required):
100 Park Ave
NEWMAN, N.Y. 02158

WIRE TO:
Bank Name: CHASE MANHATTAN N.Y.C. ABA #: 021 000 021
FOR ACCOUNT OF THE SUMMIT FALL

Beneficiary Account Number: ________ FOR ACCOUNT ________
For Credit to (beneficiary name): RENAISSANCE TECHNOLOGIES

A. I have read the other side of this form and understand my responsibilities and liabilities in regard to this wire transfer.

Customer signature:
Phone #:

B. Approved by (Required):

NOTE: IF THE CUSTOMER HAS NOT SIGNED ABOVE, WIRE IS NOT COVERED BY USTRUST BLANKET BOND INSURANCE.

ABA Number: __________________ Short Name: __________
Intranet Seq. Number: __________ Fed Ref. Number: __________________
Entered by/Date: __________________ Verified by/Date: __________
FACSIMILE TRANSMITTAL INFORMATION

Date: 4/30/97

To: Fax No.: 1-800-758-3548; 716-374-6958

Name of Recipient: URGENT

Firm or Office: Renaissance Technologies

From: 

Description of Document(s): Re: Aniya Int'l

THIS TRANSMISSION CONSISTS OF 1 PAGE, INCLUDING THIS COVER SHEET.

Original to follow by: Mail Overnight Delivery Courier N/A

If you do not receive all pages, or have any problem with this transmission, please call at our fax number is (617) 969-2104.

Message to Recipient: I have telephoned you twice since you left a message at 11:45 this morning. Your failure to resolve this matter has created a financial crisis for my client. Your failure to return his money, which it appears you received under false pretenses, and may no longer have (your bank indicates that you do not have the necessary funds available) may have grave implications.

I must hear from you today.

*****CONFIDENTIALITY NOTICE*****

The documents accompanying this facsimile transmission contain information from the Law Offices of Philip S. Loefff, which is confidential or privileged. The information is intended to be for the use of the individual or entity named on this transmission sheet. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the contents of this FAX Information is prohibited. If you have received this fax in error, please notify us by telephone immediately so that we can arrange for the retrieval of the original document at no cost to you. We sincerely appreciate your understanding and cooperation.
Since the IRS/AIR/HA has now come down to make it clear that my financial assistance is no longer to be expected, I have been able to arrange for the assistance of my attorney today. Mr. Ainsworth has arranged to meet his office for a meeting to discuss the compensation issues. He is the best lawyer in the state, and is committed to the case. His firm is certainly the largest in the state. I have assurances today that they will handle the case. I am not happy with the way he handled the matter, but he assured me that they will be there for me. I know that you have been in touch with him, so I am not sure how he will handle the matter. Thank you for your assistance.
Law Offices of

Federal Bureau of Investigation
100 State Street, Room 300
Rochester, NY 14614
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Page 19 ~ b6; b7C;
Page 20 ~ b6; b7C;
Page 21 ~ b6; b7C;
Page 22 ~ b6; b7C;
Page 23 ~ b6; b7C;
Page 24 ~ b6; b7C;
Page 25 ~ b6; b7C;
Page 26 ~ b6; b7C;
Page 27 ~ b6; b7C;
Page 28 ~ b6; b7C;
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Page 32 ~ b6; b7C;
Page 33 ~ b6; b7C;
Page 34 ~ b6; b7C;
Page 35 ~ b6; b7C;
Page 36 ~ b6; b7C;

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X No Duplication Fee X
X For this Page   X
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX


FEDERAL BUREAU OF INVESTIGATION

Precedence: ROUTINE Date: 06/04/2002

To: Buffalo

From: Buffalo
        Squad 9 / Rochester RA
        Contact: SA

Approved By: 

Drafted By: peh

Case ID #: 196A-BF-33164 (Pending)

Title: RENAISSANCE TECHNOLOGIES,
        6007 ROUTE 1, NAPLES, NY
        TELEPHONE 716-396-7354 AND
        888-294-7847
        ARIYA INTERNATIONAL, 100 PARK AVE.,
        NEWTON MASS - VICTIM
        FBW

Synopsis: To place captioned investigation in a closed status.

Details: All attempts to determine the details of the business
transaction that occurred between the subject and the victim and
the refund that the victim got from the third party in the
transaction, have met with negative results. Victim was unable to
provide sufficient supporting documentation to successfully
prosecute captioned matter, therefore it will be placed in a
closed status.

CLOSED 7/1/02
Memorandum

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 03-02-2017 BY 346J67739 ADG

To : SAC, BOSTON

From : IA

Subject: RENAISSANCE TECHNOLOGIES,
6006 - ROUTE 1,
NAPLES, NY
TELEPHONE 716-396-7354 AND 888-294-7847;
ARIYA INTERNATIONAL, INC.,
100 PARK AVE., NEWTON, MA - VICTIM
FBW

On 5/1/97 at 3:30 p.m. the following call was received from ________________________
telephone numbers ________________________

Beginning 3/24/97, his company has wired a total of $20,360 to subject company for services it was to provide, i.e. prepaid calling cards. They have never received any calling cards, and RENAISSANCE TECHNOLOGIES has used the money for their own purposes. ________________________ and his lawyer have tried calling and faxing ________________________ of subject company) and giving him an ultimatum to get back to them but he has not.

____________________ advised this is not just a civil matter because he knows of other companies who have lost money to subject in a similar manner and he believes it will continue to happen if this matter is not looked into.

____________________ advised he would like to speak with an Agent concerning above matter.

Boston, New York, Albany, and Buffalo ACS indices were searched with the following results:

3 - Boston
(66F-54468, complaint control file)
MET: met
(3)
RENAISSANCE TECHNOLOGIES:

indexed 1/22/91 (FCI-R)

It is to be noted that Boston ACS indices reflect numerous "RENAISSANCE . . ." but no RENAISSANCE TECHNOLOGIES.
The following investigation was conducted by Special Agent [Redacted] at Rochester, New York on October 8, 1997:

Ontario County Sheriff’s Office, Canandaigua, New York, telephonically advised the investigating agent that his office has no record on [Redacted] Renaissance Technologies, including complaints. Further advised that 6006 RD1, Naples, New York, is a large home converted to apartments which tend to attract renters of a transitional nature.

ELF: sms
FEDERAL BUREAU OF INVESTIGATION

Precedence: ROUTINE

Date: 01/09/1998

To: Buffalo

From: Buffalo

Squad 10/Rochester Resident Agency
Contact: SA

Approved By:

Drafted By: sms

Case ID #: 196A-BF-33164 (Pending)

Title:
ARIYA INTERNATIONAL, INC. - VICTIM;

FBW

Synopsis: Reassignment of above captioned matter.


Details: Referenced EC approved by Acting SAC temporarily assigns writer for a six month period beginning 1/18/98, to Buffalo Headquarters City for the purpose of performing TTA duties. In light of the temporary assignment, it is requested this matter be reassigned to SA [Blank].

Writer considers next investigative step to be a lead to Boston Division, who initially received the complaint, to contact complainant for the purpose of conducting a more thorough interview, obtaining copies of all necessary documents, and obtaining the names of other known victims.

Indices negative re Renaissance Technologies except for above captioned matter. Indices on [Blank] include reference to 66 and 26 matters as well as above captioned matter.

Searched___ Serialized___
Indexed___ Filed___

V3009805.ec
FEDERAL BUREAU OF INVESTIGATION

Precedence: ROUTINE

To: BUFFALO

From: Buffalo

10/Rochester RA

Contact: X 110

Approved By: ____________

Drafted By: ____________

Case ID #: Various *(Pending)*

Date: 01/29/1998

Attn: IMA

Title: Adding CPI Codes to ACS

Synopsis: Below is a list of Squad 10 pending cases with a corresponding list of CPI codes which apply to each case. Put the CPI code(s) which apply to ACS, then put a copy to the case file. These were pending cases as of 1/21/98.

REFERENCE: FBIHQ EC DATED 1/08/98, HQ 66-A1855-B; BF EC DATED 1/21/98, BF66F_A1209

Details: Using below list, mark ACS and put to file.

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**
FEDERAL BUREAU OF INVESTIGATION

Precedence: ROUTINE
Date: 09/03/1998

To: Boston
Attn: SA______Squad C-5

From: Buffalo
Rochester RA/Squad 10
Contact: SA______(716) 546-2220

Approved By: ________

Drafted By: ________peh_____

Case ID #: 196A-BF-33164 (Pending) -5

Title: RENAISSANCE TECHNOLOGIES,
6006 - ROUTE 1, NAPLES, NY
TELEPHONE 716-396-7354 AND 888-294-7847
ARIYA INTERNATIONAL, 100 PARK AVE.,
NEWTON, MASS - VICTIM
FBW

Synopsis: Lead being set to interview captioned victim and obtain all pertinent details and records regarding captioned fraud.

Details: Buffalo Division received the original complaint regarding captioned subject from Boston Division via an EC dated 5/14/98, case file 196-0. In this EC, ________ stated that he sent $35,000 to subject as a broker for Telegroup Inc. but became suspicious and got $15,000 refunded by Telegroup. He also stated that he knew of other companies that had been victimized by subject.
To: Boston
From: Buffalo
Re: 196A-BF-33164, 09/03/1998

LEAD(s):
Set Lead 1:

BOSTON

AT NEWTON, MA

Will interview [------------------------] Ariya
International, telephone [------------------------]
regarding his contacts with subject. Obtain all pertinent
details about how [------------------------] first became aware of subject and all
subsequent contacts with subject. Determine how he wired money to
subject and obtain any records reflecting this transaction.
Obtain all other records generated during his contacts with
subject as well as Telegroup Inc., especially regarding the
refund he obtained from them.

Determine the names of all persons at Telegroup Inc.
with whom he had contact and a street address for the company.

Will set appropriate leads to have these individuals
at Telegroup Inc. interviewed regarding subject and his dealings
with [------------------------] and identify additional customers of Telegroup that
may have been victimized by subject.

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FEDERAL BUREAU OF INVESTIGATION

Date of transcription 04/12/99

born social security account number was interviewed at his home. After being advised of the identity of the interviewing agent and the nature of the interview, he provided the following information:

for a Japanese company called INTERNATIONAL TELECOMMUNICATION SERVICES (ITS). ITS sold prepaid phone cards to stores located in Japan. role in the relationship was to locate companies in America who would offer to sell phone cards at competitive per minute billing rates, purchase the cards from the companies, then sell and ship the cards to ITS in Japan. per month from ITS to work in this capacity. did business under the name ARIJA INTERNATIONAL.

As the traditional Japanese phone service providers learned of the business that ITS was doing they began to lower their rates. In light of this, sought to obtain cards which provided more competitive per minute billing rates.

Sometime in the beginning of 1996, was referred to a of RENAISSANCE TECHNOLOGIES by a female contact at SPRINT. did not recall the female's name. contacted and explained his desire to purchase calling cards for a specified per minute rate. also explained that the voice messaging used on any cards purchased must be multilingual due to the nationality of the phone card purchasers in Japan. was located at

(716) 271-5346 and (888) 294-7847.

told that he would be able to provide the phone cards to at the requested rate with multilingual messaging. stated that he was purchasing the phone cards from TELEGROUP and provided the name of a contact at TELEGROUP. requested that not contact the individual directly. recalled that he may have signed a non-disclosure agreement stating that he would not do so. agreed to purchase $35,360 worth of prepaid cards from

Investigation on 04/10/1999 at Natick, Massachusetts
File # 196A-BF-33164 Date dictated 04/12/1999
by SA

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

[redacted] did not receive any cards from [redacted] After a long delay and numerous discussions with [redacted] called TEGROUP, [redacted] did not recall with whom he spoke at TEGROUP. [redacted] explained to this individual the representations that were made to him by [redacted] The individual at TEGROUP stated that the company did contract to sell cards to [redacted] but not under the terms described by [redacted] The individual stated that under no circumstances would TEGROUP have ever sold phone cards to [redacted] under the terms described by [redacted]

Due to the fact that TEGROUP had received payment from [redacted] of $15,000, the company was willing to refund this amount to [redacted] This was due to the fact that [redacted] never received any prepaid cards.

[redacted] telephoned [redacted] on numerous occasions in an attempt to get the rest of his money back. [redacted] no longer lived at the number [redacted] was calling, [redacted] However, [redacted] did speak to a woman who represented herself as the ex-girlfriend of [redacted] This woman told [redacted] that they had broken up and [redacted] took all of her money.

[redacted] was unable to provide copies of invoices, contracts and wire confirmations to support the transaction in question because he provided the originals to his attorney. His attorney is [redacted] and contracts related to the transaction to [redacted] of LACY, KATZEN, MILTELEMAN, LLP, 130 East Main Street, Rochester, New York, (716) 454-5650. [redacted] was working with [redacted] and handling the case in Rochester, due to the close geographical proximity to the defendant's residence. [redacted] recently telephoned LACY, KATZEN, MILTELEMAN and requested that the firm send the originals back to him, but has not received any paperwork to date. [redacted] believes that the individuals with whom he spoke at TEGROUP are documented in the paperwork provided to the attorneys.
FEDERAL BUREAU OF INVESTIGATION

Precedence: ROUTINE  Date: 04/21/1999

To: Buffalo  Attn: 

From: Boston  

Squad C-5  

Contact: SA (617) 223-6067 

Approved By: 

Drafted By: tjq 

Case ID #: 196A-BF-33164 (Pending) 

Title: RENAISSANCE TECHNOLOGIES, 6006 - ROUTE 1, NAPLES, NY TELEPHONE 716-396-7354 AND 888-294-7847 ARIYA INTERNATIONAL, 100 PARK AVE., NEWTON, MASS- VICTIM FBW 

Synopsis: To report results of interview of 

Enclosures: Original Form FD-302, Original interview notes, Copy of complaint filed with State of New York - ARIYA vs. Copy of faxed correspondence from to Attorney 

Details: Enclosed for cautioned agent are the results of interview of believes that wire transfer documentation, contacts at TEGROUP and additional information regarding subject is maintained by of LACY, KATZEN, MILTLEMAN, LLP. 130 East Main Street, Rochester, New York, (716) 454-5650. contacted the law firm approximately one month ago and requested that they send him all documentation on the case. has not received any documentation to date.
Precedence: ROUTINE Date: 05/14/1997

To: Buffalo

From: Boston
Squad C-5
Contact: SA ext. 6012

Approved By: 

Drafted By: tjrt

Case ID #: 196-0 - 405

Title: RENAISSANCE TECHNOLOGIES,
6006 - ROUTE 1,
NAPLES, NY,
TELEPHONE 716-396-7354 AND 888-294-7847;
ARIVA INTERNATIONAL, INC.,
100 PARK AVE., NEWTON, MA - VICTIM
FBW

Synopsis: For information of Buffalo.

Enclosures: Enclosed is a memorandum regarding the victim's initial telephone call.

Details: On 05/13/97 at 11:40 a.m. this agent spoke to [ ] of Ariva International, Inc., 100 Park Ave., Newton, MA. In a separate conversation on the same day, this agent also spoke to [ ] (telephone 617-454-5650). They related that made an agreement to purchase pre-paid telephone cards from [ ] RENAISSANCE TECHNOLOGIES, 6006 Route 1, Naples, NY. was to act as a broker, having a communications firm actually fill the orders. The communications firm is TELEGROUP INC. (TEL), address unknown, telephone 515-472-5000.

On 03/24/1997 [ ] wired $35,000 to [ ] released $15,000 of this to TEL for the cards, and also took the remaining $20,000 out as cash. [ ] became unavailable at his known address. [ ] became suspicious of activities and received the $15,000 back from TEL, but has not been able to obtain the remaining $20,000 or to contact

Information provided for any action deemed appropriate. Boston will take no further action as loss to victim is below prosecutive guidelines for District of Massachusetts.