



UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
12-20123-CR-UNGARO/TORRES
CASE NO. _____

18 U.S.C. § 1349
18 U.S.C. § 1341
18 U.S.C. § 1343
18 U.S.C. § 981(a)(1)(C)
18 U.S.C. § 2

UNITED STATES OF AMERICA

vs.

**JOEL STEINGER,
a/k/a "Joel Steiner,"
STEVEN STEINER,
a/k/a "Steven Steinger," and
HENRY FECKER, III**

Defendants.

INDICTMENT

The Grand Jury charges that:

GENERAL ALLEGATIONS

At various times relevant to this Indictment:

1. Royal Oak Farms, LLC ("Royal Oak Farms") was a Florida limited liability company with a principal place of business at 1840 Southwest 22nd Street, Suite 4-343, Miami, Florida, 33145. Royal Oak Farms was registered with the Florida Department of State on or about March 1, 2006 and was administratively dissolved on or about September 14, 2007 for failure to file an annual report.
2. Blue Hill Trading Inc. ("Blue Hill Trading") was represented to be a Florida corporation with a principal place of business at 501 S.E. 25th Avenue, Ft. Lauderdale, Florida.

However, Blue Hill Trading was never registered with the Florida Department of State.

3. Defendant **JOEL STEINGER, a/k/a "Joel Steiner,"** represented that he was an employee of Royal Oak Farms and Blue Hill Trading, and as such, claimed eligibility for insurance under group health insurance plans obtained in the names of these companies.

4. Defendant **STEVEN STEINER, a/k/a "Steven Steinger,"** represented that he was an employee of Royal Oak Farms and Blue Hill Trading, and as such, claimed eligibility for insurance under group health insurance plans obtained in the names of these companies.

5. Defendant **HENRY FECKER** represented that he was an employee of Royal Oak Farms and the President of Blue Hill Trading, and as such, claimed eligibility for insurance under group health insurance plans obtained in the names of these companies.

6. Blue Cross Blue Shield of Florida, Inc. ("BCBS") was an insurance company that provided group health insurance to Royal Oak Farms beginning in or around August 2006 through in or around August 2010, and to **JOEL STEINGER, STEVEN STEINER** and **HENRY FECKER**, who claimed eligibility under the group insurance policy obtained by Royal Oak Farms.

7. Connecticut General Life Insurance Company ("Cigna") was an insurance company that received applications in or around October 2010 for group health insurance from Blue Hill Trading and for employee health insurance from **JOEL STEINGER, STEVEN STEINER** and **HENRY FECKER**, pursuant to the Blue Hill Trading group application.

8. Assurant Health, and its parent company Time Insurance Company (collectively, "Assurant"), were entities that provided group health insurance, beginning in or around October 2010 through in or around April 2011, to Blue Hill Trading and individually to **JOEL STEINGER, STEVEN STEINER** and **HENRY FECKER**, who claimed eligibility under the group insurance policy obtained by Blue Hill Trading.

COUNT 1
CONSPIRACY TO COMMIT MAIL AND WIRE FRAUD
(18 U.S.C. § 1349)

1. Paragraphs 1 through 8 of the General Allegations section of this Indictment are realleged and incorporated fully herein by reference.

2. From in or around August 2006, through in or around April 2011, the exact dates being unknown to the Grand Jury, in Miami-Dade County, in the Southern District of Florida, and elsewhere, the defendants,

JOEL STEINGER, a/k/a "Joel Steiner,"
STEVEN STEINER, a/k/a "Steven Steinger," and
HENRY FECKER,

did willfully, that is, with the intent to further the objects of the conspiracy, and knowingly combine, conspire, confederate and agree with each other and with others known and unknown to the Grand Jury, to:

a. knowingly, and with intent to defraud, devise and intend to devise a scheme and artifice to defraud and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises, knowing that the pretenses, representations, and promises were false and fraudulent when made, and did knowingly cause to be delivered certain mail matter by the United States Postal Service and by private or commercial interstate carrier, according to the directions thereon, in violation of Title 18, United States Code, Section 1341;

b. knowingly, and with intent to defraud, devise and intend to devise a scheme and artifice to defraud, and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises, knowing that they were false and fraudulent when made, and transmitting and causing to be transmitted in interstate commerce, by means of wire

communication, certain writings, signs, signals, pictures and sounds, for the purpose of executing the scheme and artifice, in violation of Title 18, United States Code, Section 1343.

PURPOSE OF THE CONSPIRACY

3. It was the purpose of the conspiracy for the defendants and their conspirators to unlawfully enrich themselves by obtaining money and property, including health insurance coverage, reimbursement for claimed healthcare expenses, and the provision of healthcare goods and services, by making materially false representations to, and omitting to state and concealing material facts from, BCBS, Cigna, Assurant and other healthcare providers, in applications for insurance and other communications.

MANNER AND MEANS OF CONSPIRACY

The manner and means by which the defendants and their conspirators sought to accomplish the objects and purpose of the conspiracy included, among others, the following:

4. Between June, 2006 and October, 2010, **JOEL STEINGER, STEVEN STEINER** and **HENRY FECKER** used and caused the use of mail and wire transmissions to obtain group health insurance coverage through false statements and misrepresentations, including, among other matters, false claims of employment.

5. In or around June and July 2006, **JOEL STEINGER, STEVEN STEINER** and **HENRY FECKER** each obtained health insurance from BCBS under a group insurance plan obtained via Royal Oak Farms, by executing false and fraudulent applications for employee insurance coverage. To induce BCBS to find the defendants eligible to receive health insurance under the group insurance plan obtained by Royal Oak Farms, the defendants each falsely and fraudulently represented, among other things, that he worked full-time for Royal Oak Farms, and that he worked forty hours per week, and had a specific date of hire.

6. After Royal Oak Farms was administratively dissolved by the State of Florida in or around September 2007, **JOEL STEINGER, STEVEN STEINER, HENRY FECKER** and their conspirators failed to inform BCBS that Royal Oak Farms was no longer an active company. From in or around August 2006 through in or around August 2010, the conspirators obtained valuable health insurance, healthcare goods and services, and reimbursements from BCBS and third-parties, via the BCBS health insurance they had fraudulently obtained under the Royal Oak Farms group insurance plan.

7. Prior to September 12, 2010, **HENRY FECKER** caused the creation of a false and fraudulent Articles of Incorporation document for Blue Hill Trading, using a forged signature for the registered agent listed in the document and a hand-written date of September 8, 2009. **FECKER** and his conspirators used this document to create the false impression that Blue Hill Trading was a legitimate company that had been registered with the State of Florida since September 2009.

8. On or about September 12, 2010, **HENRY FECKER** used the forged and fraudulent Blue Hill Trading Articles of Incorporation document to open a bank account in the name of Blue Hill Trading at The First, N.A., a bank in Camden, Maine. The First N.A. required verification that Blue Hill Trading was a registered company in order to open an account in the name of a corporation. **FECKER** failed to inform The First, N.A. that Blue Hill Trading was not a registered company at the time this account was obtained or subsequently.

9. In or around September 2010, **JOEL STEINGER, STEVEN STEINER** and **HENRY FECKER** each executed health insurance applications and caused them to be submitted to Cigna in an effort to obtain group health coverage with Blue Hill Trading as their supposed employer. To induce Cigna to find the defendants eligible for health insurance under the group policy, **STEINGER, STEINER** and **FECKER** each falsely and fraudulently represented to Cigna,

among other things, that he worked full-time for Blue Hill Trading, and that he worked forty hours per week, had a specific date of hire, and a job title.

10. In or around October 2010, **JOEL STEINGER, STEVEN STEINER** and **HENRY FECKER** each obtained health insurance from Assurant under a group health insurance plan obtained via Blue Hill Trading, by executing false and fraudulent applications for employee coverage. To induce Assurant to find the defendants eligible for health insurance under the group policy, **STEINGER, STEINER** and **FECKER** each falsely and fraudulently represented, among other things, that he worked full-time for Blue Hill Trading, that he worked forty hours per week, and had a specific date of hire, and a job title.

11. To falsely verify to Assurant that Blue Hill Trading was a legitimate company, **HENRY FECKER** caused the false and fraudulent Articles of Incorporation document for Blue Hill Trading, containing a forged signature, to be transmitted to Assurant. To further satisfy Assurant's requirement for group insurance that the initial premium be paid with a corporate check, **FECKER** caused a check from the Blue Hill Trading account at The First, N.A., to be transmitted to Assurant.

12. Through execution and submission, via mail and wire, of documents containing material false and misleading representations, and material omissions, from in or around October 2010 through in or around April 2011, **JOEL STEINGER, STEVEN STEINER** and **HENRY FECKER**, obtained valuable health insurance, healthcare goods and services, and reimbursements from Assurant and third-parties, via the Assurant health insurance they obtained under the Blue Hill Trading group insurance plan.

All in violation of Title 18, United States Code, Section 1349.

COUNTS 2-4
MAIL FRAUD
(18 U.S.C. § 1341)

1. Paragraphs 1 through 8 of the General Allegations section of this Indictment are realleged and incorporated fully herein by reference.

2. From in or around August 2006, through in or around April 2011, the exact dates being unknown to the Grand Jury, in Miami-Dade County, in the Southern District of Florida, and elsewhere, the defendants,

JOEL STEINGER, a/k/a "Joel Steiner,"
STEVEN STEINER, a/k/a "Steven Steinger," and
HENRY FECKER,

did knowingly and with intent to defraud, devise and intend to devise a scheme and artifice to defraud and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises, knowing that the pretenses, representations, and promises were false and fraudulent when made, and knowingly caused to be delivered certain mail matter by U.S. mail and by private and commercial interstate carrier, according to directions thereon.

PURPOSE OF THE SCHEME AND ARTIFICE

3. It was the purpose of the conspiracy for the defendants and their conspirators to unlawfully enrich themselves by obtaining money and property, including health insurance coverage, reimbursement for claimed healthcare expenses, and the provision of healthcare goods and services, by making materially false representations to, and omitting to state and concealing material facts from, BCBS, Cigna, Assurant and other healthcare providers, in applications for insurance and other communications.

THE SCHEME AND ARTIFICE

4. Paragraphs 4 through 12 of the Manner and Means section of Count 1 of

this Indictment are realleged and incorporated fully herein by reference as a description of the scheme and artifice.

USE OF THE MAILS

5. On or about the dates specified as to each count below, the defendants, for the purpose of executing and in furtherance of the aforesaid scheme and artifice to defraud and to obtain money and property by means of materially false and fraudulent pretenses, representations and promises, did knowingly cause to be delivered by U.S. mail and by private and commercial interstate carrier, according to the directions thereon, the items identified below in each count:

COUNT	APPROX. DATE	DESCRIPTION OF MAILING
2	November 25, 2008	Letter from BCBS via U.S. mail sent to Royal Oak Farms, Attention STEVEN STEINER , in Ft. Lauderdale, Florida, providing notice of contingent group reinstatement of Royal Oak Farms group insurance coverage.
3	October 5, 2010	Letter from LPI Companies, sent from Miami-Dade County, Florida to Assurant Health in Milwaukee, WI, via UPS Next Day Air, containing applications for health insurance and a check from Blue Hill Trading, signed by HENRY FECKER .
4	October 27, 2010	Letter from Assurant via interstate carrier to LPI Companies in Miami-Dade County, Florida, containing Assurant insurance cards for group insurance for employer Blue Hill Trading and for JOEL STEINGER, STEVEN STEINER and HENRY FECKER .

In violation of Title 18, United States Code, Sections 1341 and 2.

COUNTS 5 -7
WIRE FRAUD
(18 U.S.C. § 1343)

1. Paragraphs 1 through 8 of the General Allegations section of this Indictment are realleged and incorporated fully herein by reference.

2. From in or around August 2006, through in or around April 2011, the exact dates being unknown to the Grand Jury, in Miami-Dade County, in the Southern District of Florida, and elsewhere, the defendants,

**JOEL STEINGER, a/k/a "Joel Steiner,"
STEVEN STEINER, a/k/a "Steven Steinger," and
HENRY FECKER,**

did knowingly and with intent to defraud, devise and intend to devise a scheme and artifice to defraud and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises, knowing that the pretenses, representations, and promises were false and fraudulent when made.

PURPOSE OF THE SCHEME AND ARTIFICE

3. It was the purpose of the conspiracy for the defendants and their conspirators to unlawfully enrich themselves by obtaining money and property, including health insurance coverage, reimbursement for claimed healthcare expenses, and the provision of healthcare goods and services, by making materially false representations to, and omitting to state and concealing material facts from, BCBS, Cigna, Assurant and other healthcare providers, in applications for insurance and other communications.

THE SCHEME AND ARTIFICE

4. Paragraphs 4 through 12 of the Manner and Means section of Count 1 of this Indictment are realleged and incorporated fully herein by reference as a description of the scheme and artifice.

USE OF THE WIRES

5. On or about the dates listed below, the defendants, as specified in each count, for the purpose of executing and in furtherance of the aforesaid scheme and artifice to defraud and to

obtain money and property by means of materially false and fraudulent pretenses, representations and promises, did knowingly transmit and cause to be transmitted in interstate commerce, by means of wire communication, certain writings, signs, signals, pictures and sounds, as more particularly described in each count below:

COUNT	APPROX. DATE	DESCRIPTION OF WIRE TRANSMISSION
5	October 11, 2010	Facsimile from Miami-Dade County to Assurant at Milwaukee, WI, containing a group health insurance application for Blue Hill Trading signed by HENRY FECKER
6	October 12, 2010	Facsimile from Miami-Dade County to Assurant at Milwaukee, WI, containing Employer Verification Form for 1099 Employees for Blue Hill Trading signed by HENRY FECKER .
7	October 18, 2010	Email from <u>XXai@mac.com</u> sent from Broward County, Florida, to <u>XXez@cigna-isg.com</u> that was stored on or passed through servers in California and North Carolina, representing to Cigna that STEVEN STEINER and JOEL STEINGER were employees of Blue Hill Trading in support of application for insurance coverage.

In violation of Title 18, United States Code, Sections 1343 and 2.

FORFEITURE
(18 U.S.C. § 981(a)(1)(C))

1. The General Allegations and the allegations in Counts 1 through 8 of this Indictment are realleged and by this reference fully incorporated herein for the purpose of alleging forfeiture to the United States of America of certain property in which one or more of the defendants has an interest.

2. Upon conviction of any of the offenses charged in Counts 1 through 7 of this Indictment, the defendants, **JOEL STEINGER, STEVEN STEINER, and HENRY FECKER**, shall forfeit to the United States any property, real or personal, which constitutes, or is derived from, proceeds traceable to such violation.

3. If the above-described forfeitable property, as a result of any act or omission of the defendants--

(1) cannot be located upon the exercise of due diligence;

(2) has been transferred or sold to, or deposited with, a third party;

(3) has been placed beyond the jurisdiction of the Court;

(4) has been substantially diminished in value; or

(5) has been commingled with other property which cannot be subdivided without difficulty, it is the intent of the United States, pursuant to Title 21, United States Code, Section 853(p), to seek forfeiture of any other property of said defendants up to the value of the above

forfeitable property.

All pursuant to Title 18, United States Code, Section 981(a)(1)(C), as incorporated by Title 28, United States Code, Section 2461(c), and the procedures outlined at Title 21, United States Code, Section 853.

A TRUE BILL


WIFREDO A. FERRER
UNITED STATES ATTORNEY


TERROB DUFFY
ASSISTANT UNITED STATES ATTORNEY


KAREN E. ROCHLIN
ASSISTANT UNITED STATES ATTORNEY