

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

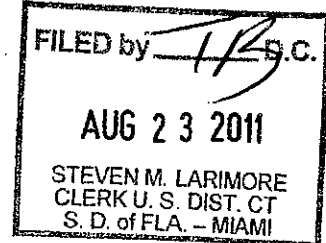
11-20578

CR - LENARD

CASE NO. \_\_\_\_\_

18 U.S.C. § 1956(h)  
18 U.S.C. § 1956(a)(1)(B)(i)  
18 U.S.C. § 1957  
18 U.S.C. § 371  
18 U.S.C. § 1503  
18 U.S.C. § 1505  
18 U.S.C. § 1519  
18 U.S.C. § 2  
18 U.S.C. § 981(a)(1)(C)  
18 U.S.C. § 982

MAGISTRATE JUDGE  
O'SULLIVAN



UNITED STATES OF AMERICA

vs.

HENRY FECKER, III and  
STEVEN STEINER, a/k/a "STEVEN STEINGER,"

Defendants.

INDICTMENT

The Grand Jury charges that:

GENERAL ALLEGATIONS

At times material to this Indictment:

1. CAMDEN CONSULTING INC. ("CAMDEN CONSULTING") was a Florida corporation with a listed address of 501 Riviera Isle, Ft. Lauderdale, Florida, 33301.
2. SKS CONSULTING INC. ("SKS CONSULTING") was a Florida corporation with a listed address of 501 Riviera Isle, Ft. Lauderdale, Florida, 33301.
3. MUTUAL BENEFITS CORPORATION ("MBC") was a Florida corporation with principal offices at 200 E. Broward Boulevard, Ft. Lauderdale, Florida, 33301. MBC was formed on or about October 18, 1994 and, until approximately May 2004, sold fractionalized life insurance policies, or viatical investments, to the general public.
4. Defendant HENRY FECKER, III ("HENRY FECKER") was the sole officer, director, and shareholder of CAMDEN CONSULTING and a signatory on CAMDEN

CONSULTING bank accounts.

5. Defendant **STEVEN STEINER, a/k/a STEVEN K. STEINGER**, was a founder and Vice President of MBC. **STEINER** also had signatory authority on CAMDEN CONSULTING accounts. **STEINER** also was the sole officer, director, and shareholder of SKS CONSULTING.

6. From approximately 1994 to the date of this Indictment, **STEVEN STEINER** and **HENRY FECKER** resided together or maintained joint residences. Their primary residence was a waterfront home at 501 Riviera Isle, Ft. Lauderdale, Florida, 33301 (the "Ft. Lauderdale House").

7. From approximately September 2002 through the date of this Indictment, **HENRY FECKER** and **STEVEN STEINER** jointly owned and controlled a waterfront vacation house at 24 Marine Avenue, Camden, Maine, 04843 (the "Maine Vacation House"), though **FECKER** was the only listed owner.

8. From approximately April 2004 through on or about December 18, 2009, **STEVEN STEINER** and **HENRY FECKER** jointly owned and controlled a luxury apartment at 907 Fifth Avenue, Apartment 5A, New York, New York, 10021 (the "New York Apartment"), though **STEINER** was the only listed owner.

#### **MBC**

9. From approximately 1994 to approximately May 2004, MBC purchased life insurance policies and sold them in fractionalized form to investors. MBC and its employees and agents eventually defrauded approximately 30,000 investors by, among other things, misleading investors about the nature of the investments, including the accuracy of life expectancies of the insureds and the ongoing and expected future expenses required to maintain the insurance policies via premium payments. New investor money was thus used to pay premiums on life insurance policies purchased by earlier investors, and as the scheme continued, more and more new investor money was required to prevent the business from collapsing. After the MBC business collapsed in 2004, investors eventually suffered more than \$830 million in losses.

### **Camden Consulting Received Funds from MBC**

10. On or about August 20, 1997, **HENRY FECKER** opened a bank account at First Union National Bank ending in xxx40308 (the "First Union Account"), in the name of CAMDEN CONSULTING, with the listed address as the Ft. Lauderdale House.

11. Using his legal name "Steven K. Steinger," **STEVEN STEINER** signed a signatory form for the CAMDEN CONSULTING First Union Account dated January 5, 2002, and a "Registration Change Form" on or about January 14, 2003, giving **STEINER** signatory authority over funds in the account.

12. From approximately 1994 to approximately December 2003, **STEVEN STEINER** was paid by MBC by having funds transmitted from MBC to the account of CAMDEN CONSULTING. From approximately 1997 through approximately December 2003, MBC transferred in excess of \$10.8 million from MBC's operating account to CAMDEN CONSULTING.

### **The SEC Civil Action**

13. On or about May 3, 2004, MBC was sued by the United States Securities and Exchange Commission ("SEC") in the civil action, *S.E.C. vs. Mutual Benefits Corp., et al.*, No. 04-60573-CIV-MORENO (S.D. Fla.) (the "SEC Fraud Action"). The SEC obtained a restraining order to halt the alleged fraud at MBC, and by order dated May 4, 2004 (the "May 4, 2004 Order"), a receiver was appointed by the United States District Court for the Southern District of Florida (the "MBC Receiver"), to identify and oversee the assets and liabilities of MBC.

14. As part of the May 4, 2004 Order, the MBC Receiver was ordered to "[i]nvestigate the manner in which the affairs of MBC . . . were conducted and institute such actions . . . as the Receiver deems necessary against those individuals [and] corporations . . . which the Receiver may claim have wrongfully, illegally or otherwise improperly misappropriated or transferred monies or other proceeds directly or indirectly traceable from investors in MBC . . . or against any transfers of monies or other proceeds directly or indirectly traceable from investors in MBC[.]" The court further ordered that MBC and its "officers, agents, employees, attorneys, and attorneys-in-fact shall

take no action, directly or indirectly, to hinder, obstruct, or otherwise interfere with the Receiver in the conduct of the Receiver's duties."

15. **STEVEN STEINER** was named as a defendant in the SEC Fraud Action as someone who was alleged to have participated in fraud at MBC and who had illegally received proceeds from MBC. CAMDEN CONSULTING and SKS CONSULTING were named as relief defendants that were alleged to have illegally received proceeds from MBC and against which money judgments were sought. **STEINER** and **HENRY FECKER** were served with copies of legal documents filed in the SEC Fraud Action.

16. As part of its efforts to carry out the May 4, 2004 Order and to identify "illegally or otherwise improperly misappropriated or transferred monies or other proceeds directly or indirectly traceable from investors in MBC," the MBC Receiver obtained sworn statements and financial documentation from **STEVEN STEINER**, **HENRY FECKER**, CAMDEN CONSULTING and SKS CONSULTING, including sworn depositions from **STEINER** on October 10, 2005, November 15, 2005, December 4, 2008, and March 5, 2010, in which **STEINER** provided testimony under oath concerning, among other things, his assets.

17. Prior to April 10, 2007, **STEVEN STEINER** and **HENRY FECKER** caused the submission of documentation to the SEC and the MBC Receiver containing financial information in order to obtain a favorable settlement of their liability in the SEC Fraud Action, and specifically to seek the agreement of the SEC to a reduced penalty.

18. Based on documentation and sworn representations and testimony provided by **STEVEN STEINER** and **HENRY FECKER** to the SEC prior to April 10, 2007, the SEC agreed to resolve the allegations in the SEC Fraud Action against **STEINER**, CAMDEN CONSULTING and SKS CONSULTING, jointly and severally, for approximately \$5 million. The SEC further agreed to accept a reduced amount of \$3,925,000 based on the financial representations submitted by **FECKER** and **STEINER**.

19. On or about April 10, 2007, the court in the SEC Fraud Action entered a Final

Judgment of Permanent Injunction against **STEVEN STEINER**, CAMDEN CONSULTING, and SKS CONSULTING ("April 10, 2007 Court Order"). The court ordered and adjudged **STEINER**, CAMDEN CONSULTING and SKS CONSULTING, "jointly and severally liable for disgorgement and pre-judgment interest in the amount of \$5 million, representing the proceeds they received as a result of the conduct alleged" in the SEC Fraud Action. The court further ordered that, based upon the "sworn representations in their Statements of Financial Condition, and other documents submitted to [the SEC]," by each of **STEINER**, CAMDEN CONSULTING and SKS CONSULTING, they "shall together pay \$3,925,000" to the MBC Receiver.

20. As of the date of the return of this Indictment, only \$750,000 had been paid pursuant to the April 10, 2007 Court Order and approximately \$3.9 million, including statutory interest, remained due and owing by **STEVEN STEINER**, CAMDEN CONSULTING and SKS CONSULTING.

#### **Purchase of the Maine Vacation House in 2002**

21. In or around September 2002, **HENRY FECKER** and **STEVEN STEINER** used funds transferred from MBC to CAMDEN CONSULTING to purchase the Maine Vacation House for approximately \$2.2 million. **FECKER** obtained a \$1 million mortgage from Key Bank (the "2002 Loan"), using **STEINER**'s financial information to obtain the mortgage, and listing the Ft. Lauderdale house as an asset. **FECKER** paid the remainder of the purchase price, approximately \$1.2 million more, with funds transferred from MBC to CAMDEN CONSULTING.

22. On or about August 20, 2002, **HENRY FECKER** signed a check on the CAMDEN CONSULTING First Union Account for \$1 million, made payable to himself.

23. On or about August 20, 2002, **HENRY FECKER** deposited the \$1 million check drawn on the First Union Account to a recently opened account ending in xxxx2086 in the name of "Henry Fecker III," at Camden National Bank ("CNB") in Camden, Maine.

24. On or about September 13, 2002, **HENRY FECKER** signed an intra-bank transfer form to transfer the \$1 million from his new CNB account to CNB account ending in xxxx1826, the

CNB account of H.J., the closing agent for the purchase of the Maine Vacation House.

25. In or around January 2004, **HENRY FECKER** obtained a refinance of the \$1 million 2002 Loan for the Maine Vacation House through another loan of \$1 million from Northern Trust (the "2004 Loan"), using **STEVEN STEINER**'s financial information. As a requirement for approving the 2004 Loan to **FECKER**, Northern Trust required an Individual Guarantee from **STEINER** that **STEINER** executed and provided to Northern Trust before the loan was approved.

26. The Maine Vacation House was owned by and maintained for the benefit of **STEVEN STEINER** and **HENRY FECKER**.

**2006 Refinance and Subsequent Use of Certified Checks To Conceal Proceeds**

27. In or around October 2006, **HENRY FECKER** obtained a refinance of the 2004 Loan of approximately \$1 million from Northern Trust, through a \$1.5 million loan from Washington Mutual (the "2006 Refinance"), again using H.J. as the closing agent. Proceeds from the 2006 Refinance after costs were approximately \$481,801.15.

28. On or about October 18, 2006, **HENRY FECKER** stated under penalty of perjury in his loan application for the 2006 Refinance that he was the President of CAMDEN CONSULTING, and falsely stated that he had a monthly gross income of \$102,083 consisting of base employment income from CAMDEN CONSULTING.

29. On or about October 20, 2006, **HENRY FECKER** caused H.J. to issue the proceeds from the 2006 Refinance in the form of a certified check in the amount of \$481,801.15, made payable to "Camden National Bank" with **FECKER**'s name listed in the memo line.

30. Also on or about October 20, 2006, **HENRY FECKER** caused the funds from the H.J. certified check to be re-issued by CNB in the form of another certified check in the amount of \$481,796.15, but this one made payable to "Henry Fecker, III." As a direct result of these transactions, the proceeds from the 2006 Refinance were not deposited into a bank account and the possession and location of the funds was not reflected in the banking system.

31. Also the same day, on or about October 20, 2006, **HENRY FECKER**, who was in Maine at the time, directed H.J. to send, via Federal Express, the proceeds from the refinance, specifically, the certified check from CNB in the amount of \$481,796.15, to **STEVEN STEINER** at the Ft. Lauderdale House, for Saturday delivery.

32. On or about October 21, 2006, at the Ft. Lauderdale House, **STEVEN STEINER** received the Federal Express package containing the CNB certified check in the amount of \$481,796.15.

33. From on or about October 21, 2006, to on or about October 29, 2008, **HENRY FECKER** and **STEVEN STEINER** did not cash the \$481,796.15 certified check they had received from CNB.

34. On or about October 29, 2008, **HENRY FECKER** went to the CNB branch in Camden, Maine, and converted the \$481,796.15 certified check into ten smaller certified checks, nine in the amount of \$48,174.62 and one in the amount of \$48,174.57, with sequential serial numbers 110371 through 110380 (collectively, "the CNB certified checks").

35. On or about August 10, 2009, **HENRY FECKER** negotiated certified check number 110373 at the CNB Branch in Camden, Maine, for the full amount of \$48,174.62, and used the funds to purchase five smaller CNB certified checks, as follows: four for \$10,000 each and one for \$8,174.62.

36. As of July 19, 2011, **HENRY FECKER** had negotiated or attempted to negotiate all of the CNB certified checks related to the 2006 Refinance of the Maine Vacation House.

**Sale of New York Apartment and \$200,000 in Side Payments**

37. On or about December 9, 2008, **STEVEN STEINER** received a letter from the MBC Receiver stating that the MBC Receiver intended to register the April 10, 2007 Court Order as a judgment in New York State to attempt to levy against the New York Apartment.

38. That same day, on or about December 9, 2008, counsel for **STEVEN STEINER** sent a draft unsigned stipulation to the MBC Receiver and the SEC, stating that **STEINER** would provide

\$900,000 of the proceeds of any sale of the New York Apartment to the MBC Receiver in partial satisfaction of the April 10, 2007 Court Order in an effort to prevent the MBC Receiver from registering the judgment. **STEINER** never signed the stipulation and the MBC Receiver registered the judgment in New York State on or about July 9, 2009.

39. In or around late November or early December, 2009, **STEVEN STEINER** agreed to sell the New York Apartment to A.C. for \$1.3 million.

40. On or about December 18, 2009, **STEVEN STEINER** caused the creation and execution of various false and fraudulent documents, including a sales contract and tax documents, falsely stating that the New York Apartment was sold to A.C. for \$1.1 million. **STEINER** thereafter caused the proceeds of the sale to be transmitted to purported creditors by the closing attorney, thereby preventing the MBC Receiver from receiving any portion of the proceeds. **STEINER** subsequently caused the false and fraudulent sales contract and false \$1.1 million sales price to be provided to the SEC, the MBC Receiver, and the United States District Court in subsequent court filings in the MBC Fraud Action.

41. Prior to the time of closing of the New York Apartment, on or about December 18, 2009, **STEVEN STEINER** caused A.C. to slip multiple checks under the door of the New York Apartment totaling \$200,000 and made payable to "Henry Fecker" (the "side payments"), to total the true purchase price of \$1.3 million.

42. **HENRY FECKER** and **STEVEN STEINER** never disclosed the \$200,000 in side payments to the MBC Receiver, SEC, or the United States District Court.

**Use of Concealed Funds To Support Lavish Lifestyle of Fecker and Steiner**

43. **HENRY FECKER** and **STEVEN STEINER** used funds from the 2006 Refinance of the Maine Vacation House and the side payments from the New York Apartment to support their lavish lifestyle, including their joint living expenses, luxury automobiles, expensive furnishings, and vacations and travel. For example, **HENRY FECKER** deposited, on November 25, 2008, CNB certified check number 110380 for \$48,174.57 into his Bank of America ("BoFA") account

xxxx0308. That same day, **FECKER** wrote a check from the same BofA account, made payable to "Broward Co. Revenue Coll." for \$10,767.15, for payment of taxes on the Ft. Lauderdale House, of which **STEINER** was the sole listed owner.

44. On or about June 3, 2011, **HENRY FECKER** cashed one of the CNB certified checks at a BofA branch in Ft. Lauderdale and withdrew \$25,000 in cash in 250 \$100 bills.

**COUNT 1**  
**Money Laundering Conspiracy**  
**(18 U.S.C. § 1956(h))**

1. Paragraphs 1 through 44 of the General Allegations section of this Indictment are re-alleged and incorporated herein by reference.

2. Beginning in or around May 2004, the exact date being unknown to the Grand Jury, and continuing thereafter until the date of the return of this Indictment, in Miami-Dade and Broward Counties, in the Southern District of Florida, and elsewhere, the defendants,

**HENRY FECKER, III and**  
**STEVEN STEINER, a/k/a "STEVEN STEINGER,"**

did knowingly combine, conspire, confederate and agree with each other, and with others known and unknown to the Grand Jury, to commit certain offenses under Title 18, United States Code, Sections 1956 and 1957, namely:

(a) to knowingly conduct financial transactions, affecting interstate and foreign commerce, which involved the proceeds of specified unlawful activity, knowing that the transactions were designed in whole and in part to conceal and disguise the nature, location, source, ownership, and control of the proceeds of specified unlawful activity, and knowing that the property involved in the financial transactions represented the proceeds of some form of unlawful activity, in violation of Title 18, United States Code, Section 1956(a)(1)(B)(i); and

(b) to knowingly engage in monetary transactions affecting interstate and foreign commerce, by, through, and to a financial institution, in criminally derived property of a value greater than \$10,000, such property having been derived from a specified unlawful activity, and

knowing that the property involved in the financial transactions represented the proceeds of some form of unlawful activity, in violation of Title 18, United States Code, Section 1957.

It is further alleged that the specified unlawful activities are wire fraud, in violation of Title 18, United States Code, Section 1343, and mail fraud, in violation of Title 18, United States Code, Section 1341.

All in violation of Title 18, United States Code, Section 1956(h).

**COUNTS 2 - 18**  
**Money Laundering**  
**(18 U.S.C. § 1956(a)(1)(B)(i))**

1. Paragraphs 1 through 44 of the General Allegations section of this Indictment are re-alleged and incorporated herein by reference.

2. On or about the dates specified in the individual counts below, in Miami-Dade and Broward Counties, in the Southern District of Florida, and elsewhere, the defendants,

**HENRY FECKER, III and**  
**STEVEN STEINER, a/k/a "STEVEN STEINGER,"**

did knowingly conduct and attempt to conduct financial transactions, affecting interstate and foreign commerce, which involved the proceeds of a specified unlawful activity, knowing that the transactions were designed in whole and in part to conceal and disguise the nature, location, source, ownership, and control of the proceeds of specified unlawful activity, and knowing that the property involved in the financial transactions represented the proceeds of some form of unlawful activity:

COUNT	DATE	CHECK NO.	FINANCIAL TRANSACTION
2	10/19/2006	001185	Negotiation of H.J. check in amount of \$481,801.15 into Certified Check number 101447072 in amount of \$481,796.15, at Camden National Bank in Camden, Maine
3	10/29/2008	101447072	Negotiation of Certified Check in amount of \$481,796.15 into 10 smaller certified checks, at Camden National Bank in Camden, Maine
4	11/25/2008	110380	Negotiation of Certified Check in amount of \$48,174.57, at Bank of America, in Ft. Lauderdale, Florida

COUNT	DATE	CHECK NO.	FINANCIAL TRANSACTION
5	12/05/2008	110379	Negotiation of Certified Check in amount of \$48,174.62, at Bank of America in Ft. Lauderdale, Florida
6	07/20/2009	110372	Negotiation of Certified Check in amount of \$48,174.62, at Bank of America in Ft. Lauderdale, Florida
7	08/10/2009	110373	Negotiation of Certified Check in amount of \$48,174.62, at Camden National Bank in Camden, Maine
8	08/10/2009	143432	Negotiation of Certified Check in amount of \$10,000 at Bank of America in Rockland, Maine
9	08/24/2009	143431	Negotiation of Certified Check in amount of \$10,000 at Bank of America in Rockland, Maine
10	09/01/2009	143430	Negotiation of Certified Check in amount of \$10,000 at Bank of America in Rockland, Maine
11	09/10/2009	143429	Negotiation of Certified Check in amount of \$10,000 at Bank of America in Rockland, Maine
12	10/05/2009	110374	Negotiation of Certified Check in amount of \$48,174.62, at Camden National Bank in Rockland, Maine
13	11/27/2009	143433	Negotiation of Certified Check in amount of \$8,174.62, at Bank of America in Rockland, Maine
14	12/16/2009	110375	Negotiation of Certified Check in amount of \$48,174.62, at Bank of America in Ft. Lauderdale, Florida
15	05/28/2010	110371	Negotiation of Certified Check in amount of \$48,174.62, at Bank of America in Ft. Lauderdale, Florida
16	08/02/2010	110376	Negotiation of Certified Check in amount of \$48,174.62, at Bank of America in Rockland, Maine
17	06/03/2011	110378	Negotiation of Certified Check in amount of \$48,174.62, at Bank of America in Ft. Lauderdale, Florida
18	07/19/2011	110377	Negotiation of Certified Check in amount of \$48,174.62, at The First, N.A. in Camden, Maine

It is further alleged that the specified unlawful activities are wire fraud, in violation of Title 18, United States Code, Section 1343, and mail fraud, in violation of Title 18, United States Code, Section 1341.

In violation of Title 18, United States Code, Sections 1956(a)(1)(B)(i), 1956(i) and 2.

**COUNTS 19 - 31**  
**Money Laundering**  
**(18 U.S.C. § 1957)**

1. Paragraphs 1 through 44 of the General Allegations section of this Indictment are re-alleged and incorporated herein by reference.

2. On or about the dates specified in the individual counts below, in Miami-Dade and Broward Counties, in the Southern District of Florida, and elsewhere, the defendants,

**HENRY FECKER, III and**  
**STEVEN STEINER, a/k/a "STEVEN STEINGER,"**

did knowingly engage in and attempt to engage in monetary transactions affecting interstate and foreign commerce, by, through, and to a financial institution, in criminally derived property of a value greater than \$10,000, such property having been derived from a specified unlawful activity, and knowing that the property involved in the financial transactions represented the proceeds of some form of unlawful activity:

COUNT	DATE	FINANCIAL TRANSACTION
19	10/19/2006	Negotiation of H.J. check in amount of \$481,801.15 into Certified Check number 101447072 in amount of \$481,796.15
20	10/29/2008	Negotiation of Certified Check in amount of \$481,796.15 into 10 smaller certified checks, at Camden National Bank in Camden, Maine
21	11/25/2008	Negotiation of Certified Check in amount of \$48,174.57, at Bank of America, in Ft. Lauderdale, Florida
22	11/25/2008	Payment of \$10,767.15 from account number x0308 at Bank of America to Broward County Revenue Collector
23	07/20/2009	Negotiation of Certified Check in amount of \$48,174.62, at Bank of America in Ft. Lauderdale, Florida
24	08/10/2009	Negotiation of Certified Check in amount of \$48,174.62, at Camden National Bank in Camden, Maine

COUNT	DATE	FINANCIAL TRANSACTION
25	10/05/2009	Negotiation of Certified Check in amount of \$48,174.62, at Bank of America in Rockland, Maine
26	12/16/2009	Negotiation of Certified Check in amount of \$48,174.62, at Bank of America in Ft. Lauderdale, Florida
27	05/28/2010	Negotiation of Certified Check in amount of \$48,174.62, at Bank of America in Ft. Lauderdale, Florida
28	08/02/2010	Negotiation of Certified Check in amount of \$48,174.62, at Bank of America in Rockland, Maine
29	06/03/2011	Negotiation of Certified Check in amount of \$48,174.62, at Bank of America in Ft. Lauderdale, Florida
30	6/03/2011	Cash withdrawal of \$25,000 from account number x0308 at Bank of America in Ft. Lauderdale, Florida
31	07/19/2011	Negotiation of Certified Check in amount of \$48,174.62, at The First, N.A. in Camden, Maine

It is further alleged that the specified unlawful activities are wire fraud, in violation of Title 18, United States Code, Section 1343, and mail fraud, in violation of Title 18, United States Code, Section 1341.

In violation of Title 18, United States Code, Sections 1957, 1956(i) and 2.

**COUNT 32**  
**Conspiracy**  
**(18 U.S.C. § 371)**

1. Paragraphs 1 through 44 of the General Allegations section of this Indictment are re-alleged and incorporated herein by reference.

2. Beginning in or around May 2004, the exact date being unknown to the Grand Jury, and continuing thereafter until the date of the return of this Indictment, in Miami-Dade and Broward Counties, in the Southern District of Florida, and elsewhere, the defendants,

**HENRY FECKER, III and**  
**STEVEN STEINER, a/k/a "STEVEN STEINGER,"**

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

(a) to corruptly influence, obstruct, and impede, and endeavor to influence, obstruct, and impede, the due and proper administration of the law under which a pending proceeding was being conducted before the United States Securities and Exchange Commission, an agency of the United States, specifically its efforts to identify and recover assets traceable to the fraud alleged in *S.E.C. vs. Mutual Benefits Corp., et al.*, No. 04-60573-CIV-MORENO (S.D. Fla.), in violation of Title 18, United States Code, Section 1505;

(b) to corruptly influence, obstruct, and impede, and endeavor to influence, obstruct, and impede, the due and proper administration of justice, specifically to frustrate the ability of the United States District Court to implement and carry out the terms of its orders in the case *S.E.C. vs. Mutual Benefits Corp., et al.*, No. 04-60573-CIV-MORENO (S.D. Fla.), specifically Order Appointing Receiver, filed May 4, 2004, and the Final Judgment of Permanent Injunction and Other Relief As to Steven Steiner and Relief Defendants Camden Consulting Inc. and SKS Consulting Inc., filed April 10, 2007, in violation of Title 18, United States Code, Section 1503; and

(c) to knowingly conceal, cover up and make a false entry in records, documents, and tangible objects with the intent to impede, obstruct, and influence the investigation and proper administration of any matter within the jurisdiction of any department or agency of the United States, that is, the United States Securities and Exchange Commission, and in relation to and contemplation of any such matter or case, that is the allegations set forth in *S.E.C. vs. Mutual Benefits Corp., et al.*, No. 04-60573-CIV-MORENO (S.D. Fla.) and any proceeding related thereto, including the identification and recovery of proceeds related to, or derived from, MBC and its investors, in violation of Title 18, United States Code, Section 1519.

#### **Purpose of the Conspiracy**

3. A purpose of the conspiracy was for **HENRY FECKER** and **STEVEN STEINER**, and their conspirators, to unjustly enrich themselves by concealing assets from the SEC, the MBC Receiver and the United States District Court, by: (1) concealing the existence of checks, negotiable instruments, cash, and assets that were within the possession, custody and control of **STEINER** and

**FECKER**; (2) keeping such funds with third parties and **FECKER**, and transferring such funds into accounts in the name of **FECKER** alone; and (3) using CAMDEN CONSULTING and SKS CONSULTING to conceal the control of assets held by **FECKER** and **STEINER**. It was a further purpose of the conspiracy to use concealed funds and assets to support a lavish lifestyle for the defendants and their conspirators.

#### **Manner and Means of the Conspiracy**

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

1. After learning that the SEC and the United States District Court, through the MBC Receiver, would seek and trace funds related to MBC, the defendants and their conspirators would and did cause the knowing submission of false and misleading financial information to the SEC and the MBC Receiver, including lists of assets and liabilities of **STEVEN STEINER**, **HENRY FECKER**, SKS CONSULTING and CAMDEN CONSULTING. The defendants and their conspirators would and did provide false and misleading testimony and statements to the SEC and the MBC Receiver to conceal the defendants' true financial condition and the existence of certain funds.

2. Prior to April 10, 2007, **STEVEN STEINER** and **HENRY FECKER** submitted to the SEC false and misleading documentation to obtain a beneficial settlement with the SEC with respect to the SEC Fraud Action against **STEINER**, CAMDEN CONSULTING and SKS CONSULTING. Based on the false and misleading documentation submitted by the defendants, the SEC was induced to settle the action for \$5 million, and was further convinced to accept a reduced settlement payment of \$3,925,000. This amount constituted only a portion of the proceeds **STEINER** and **FECKER** obtained from MBC.

3. When the defendants and their conspirators learned that they would have to disclose financial assets to the SEC and the MBC Receiver, the defendants and their conspirators would and did hide, conceal, and cover up assets by transferring them into negotiable instruments and cash in

order to keep these funds outside the banking system, so they would not be traceable through bank records and other financial documentation.

4. In order to conceal from the SEC and the MBC Receiver assets and funds owned by or under the control of **STEVEN STEINER**, the defendants would and did cause third parties to direct payments due to **STEINER**, to be made payable to **HENRY FECKER**.

5. As part of the 2006 Refinance of the Maine Vacation House, the defendants directed that the proceeds of the 2006 Refinance, approximately \$481,796.15, not be deposited in any of their bank accounts, but instead be placed in a certified check. The defendants and their conspirators would and did conceal from the SEC and the MBC Receiver the existence of the certified check and underlying funds, in representations provided to the SEC and the MBC Receiver prior to April 10, 2007. The defendants further would and did conceal these funds by holding the proceeds of the 2006 Refinance for two years, then breaking up the certified check into smaller certified checks, and ultimately cashing the certified checks beginning in or around October 2008 and on various occasions over the next several years.

6. The defendants and their conspirators would and did hide, conceal, and cover up assets in connection with the sale of the New York Apartment owned by **STEVEN STEINER**. On or about December 18, 2009, the defendants and their conspirators caused the execution of false and fraudulent documents understating the sale price of the New York Apartment and caused the purchaser, A.C., to slip funds under the door just prior to the closing that would be made payable to **HENRY FECKER** alone, fully aware that the MBC Receiver sought to recover the proceeds of the New York Apartment sale on behalf of the SEC and the United States District Court. In both written and oral statements to the SEC, the MBC Receiver, and the United States District Court thereafter, the defendants would and did fail to disclose the true sale price of the New York Apartment and the existence of the \$200,000 side payment, and affirmatively provided material false information concerning the sale of the New York Apartment.

7. **HENRY FECKER** and **STEVEN STEINER** used funds from the 2006 Refinance of the Maine Vacation House, the side payments from the sale of the New York Apartment, and payments from third parties due to **STEINER** but concealed from the SEC and the MBC Receiver, to support their lavish lifestyle and joint living and other expenses. For example, **HENRY FECKER** deposited, on November 25, 2008, CNB certified check number 110380 for \$48,174.57 into his BofA account and the same day wrote a check from the same BofA account for \$10,767.15 for payment of taxes on the Ft. Lauderdale House, of which **STEINER** was the sole listed owner. On or about June 3, 2011, **HENRY FECKER** cashed one of the CNB certified checks at a BofA branch in Ft. Lauderdale, and withdrew \$25,000 in \$100 bills to support the lavish lifestyle of defendants and their conspirators.

#### Overt Acts

In furtherance of the conspiracy, and to achieve the objects thereof, at least one of the conspirators committed and caused to be committed, in Miami-Dade and Broward Counties, in the Southern District of Florida, and elsewhere, at least one of the following overt acts, among others:

1. On or about October 20, 2006, **HENRY FECKER** caused H.J. to deliver via Federal Express \$481,801.15 in proceeds from the 2006 Refinance of the Maine Vacation House to **STEVEN STEINER** at the Ft. Lauderdale House.

2. On or about October 24, 2006, **STEVEN STEINER** and **HENRY FECKER** caused the submission of a Statement of Financial Condition to the SEC that contained sworn statements made under penalty of perjury by both **STEINER** and **FECKER**, containing false and misleading information, concerning assets traceable to **STEINER**, **FECKER**, and CAMDEN CONSULTING, among other things.

3. On or about January 22, 2007, **HENRY FECKER** executed a sworn Statement of Financial Condition to be submitted to the SEC on behalf of CAMDEN CONSULTING, containing false and misleading information concerning assets traceable to CAMDEN CONSULTING, **FECKER** and **STEVEN STEINER**.

4. On or about February 19, 2007, **STEVEN STEINER** executed a sworn statement made under penalty of perjury that stated, "There has been no material improvement in my financial condition[.]" in relation to a previously executed Statement of Financial Condition submitted to the SEC, that pertained to the financial condition of both **STEINER** and **HENRY FECKER**.

5. On or about the below referenced dates, **HENRY FECKER** engaged in the following transactions, each paragraph a separate overt act:

PARA	DATE	CHECK NO.	TRANSACTION
5-a	10/19/2006	001185	Negotiation of H.J. check in amount of \$481,801.15 into Certified Check number 101447072 in amount of \$481,796.15
5-b	10/29/2008	101447072	Negotiation of Certified Check in amount of \$481,796.15 into 10 smaller certified checks, at Camden National Bank in Camden, Maine
5-c	11/25/2008	110380	Negotiation of Certified Check in amount of \$48,174.57, at Bank of America, in Ft. Lauderdale, Florida
5-d	12/05/2008	110379	Negotiation of Certified Check in amount of \$48,174.62, at Bank of America, in Ft. Lauderdale, Florida
5-e	07/20/2009	110372	Negotiation of Certified Check in amount of \$48,174.62, at Bank of America, in Ft. Lauderdale, Florida
5-f	08/10/2009	143432	Negotiation of Certified Check in amount of \$10,000 at Bank of America, in Rockland, Maine
5-g	08/24/2009	143431	Negotiation of Certified Check in amount of \$10,000 at Bank of America, in Rockland, Maine
5-h	09/01/2009	143430	Negotiation of Certified Check in amount of \$10,000 at Bank of America, in Rockland, Maine
5-i	09/10/2009	143429	Negotiation of Certified Check in amount of \$10,000 at Bank of America, in Rockland, Maine
5-j	11/27/2009	143433	Negotiation of Certified Check in amount of \$8,174.62, at Bank of America, in Rockland, Maine
5-k	12/16/2009	110375	Negotiation of Certified Check in amount of \$48,174.62, at Bank of America, in Ft. Lauderdale, Florida

PARA	DATE	CHECK NO.	TRANSACTION
5-l	05/28/2010	110371	Negotiation of Certified Check in amount of \$48,174.62, at Bank of America, in Ft. Lauderdale, Florida
5-m	08/02/2010	110376	Negotiation of Certified Check in amount of \$48,174.62, at Bank of America, in Rockland, Maine
5-n	06/03/2011	110378	Negotiation of Certified Check in amount of \$48,174.62, at Bank of America, in Ft. Lauderdale, Florida
5-o	06/03/2011	NA	Withdrawal of \$25,000 in cash in 250 \$100 bills at Bank of America, in Ft. Lauderdale, Florida
5-p	07/18/2011	110377	Negotiation of Certified Check in amount of \$48,174.62, at The First, N.A., in Camden, Maine

**Causing Funds To Be Transferred to Henry Fecker To Avoid Detection**

6. On or about September 19, 2008, **STEVEN STEINER** and **HENRY FECKER** caused a check issued by a third party, M.G.T., in the amount of \$12,204.75 made payable to "Steven K. Steiner," to be deposited in **HENRY FECKER's** BofA account number xxxx0308.

7. On or about September 30, 2008, **STEVEN STEINER** and **HENRY FECKER** caused a check issued by a third party, NICO, in the amount of \$1,941.45 made payable to "Steven Steinger," to be deposited in **HENRY FECKER's** BofA account number xxxx0308.

8. On or about April 17, 2009, **STEVEN STEINER** caused a check issued by a third party, D.G., in the amount of \$50,000 that constituted funds owed to **STEINER**, to be made payable to "Henry Fecker."

9. On or about April 20, 2009, **STEVEN STEINER** and **HENRY FECKER** caused a check issued by a third party, M.F., in the amount of \$1,164.29 made payable to "Steven Steinger," to be deposited in **HENRY FECKER's** BofA account number xxxx0308.

10. On or about December 1, 2009, **STEVEN STEINER** caused a check issued by a third party, D.G., in the amount of \$50,000 that constituted funds owed to **STEINER**, to be made payable to "Henry Fecker."

**Undisclosed and Concealed Funds Related to  
New York Apartment, Paid Directly to Henry Fecker**

11. On or about December 18, 2009, **STEVEN STEINER** having sold the New York Apartment for \$1.3 million, caused the execution of a false sales contract indicating a sales price of \$1.1 million.

12. On or about the dates set forth below, **STEVEN STEINER** and **HENRY FECKER** caused A.C., the purchaser of the New York Apartment, to transmit the remaining \$200,000 of the true purchase price in several checks as described below, each check made payable to **FECKER**, each paragraph a separate overt act:

PARA	DATE	ACCOUNT NAME	AMOUNT
12-a	12/18/2009	G.B. Corp.	\$25,000
12-b	12/18/2009	A.S.C & A.C.	\$75,000
12-c	12/18/2009	A.M.C & A.C.C.	\$25,000
12-d	9/27/2010	G.B. Corp.	\$25,000
12-e	11/1/2010	G.B. Corp.	\$25,000
12-f	12/10/2010	G.B. Corp.	\$25,000

**Providing False and Misleading Testimony in the SEC Fraud Action**

13. On or about December 4, 2008, as part of the SEC's efforts to identify and recover assets related to MBC and the April 10, 2007 Court Order, the MBC Receiver deposed **STEVEN STEINER**, who was asked the following question and provided the following response under oath:

Q: Do you have any cash anywhere in the world today,  
regardless of whether it's held by bank or held in other form?

A: No.

14. On or about March 5, 2010, in Coral Gables, Florida, as part of the SEC's efforts to identify and recover assets related to MBC and the April 10, 2007 Court Order, the MBC Receiver deposed **STEVEN STEINER**, who was asked the following question and provided the following response under oath concerning the sale of the New York Apartment:

Q: What was the purchase price?

A: I think just in excess of a million dollars. 1.1 something, I believe.

15. On or about March 5, 2010, in Coral Gables, Florida, as part of the SEC's efforts to identify and recover assets related to MBC and the April 10, 2007 Court Order, the MBC Receiver deposed **STEVEN STEINER**, who was asked the following questions and provided the following responses under oath concerning the sale of the New York Apartment:

Q: And explain to me what happened with the balance of the purchase price of approximately \$1.1 million.

A: There was a distribution of monies that were given to [closing attorney], and I guess he made the appropriate checks to the appropriate people.

Q: Okay. So the balance of the purchase price was also given to [closing attorney]?

A: Yes.

16. On or about March 5, 2010, in Coral Gables, Florida, as part of the SEC's efforts to identify and recover assets related to MBC and the April 10, 2007 Court Order, the MBC Receiver deposed **STEVEN STEINER**, who was asked the following question and provided the following response under oath:

Q: Do you have any money anywhere in the world?

A: No.

17. On or about March 5, 2010, in Coral Gables, Florida, as part of the SEC's efforts to identify and recover assets related to MBC and the April 10, 2007 Court Order, the MBC Receiver deposed **STEVEN STEINER**, who was asked the following question and provided the following response under oath:

Q: Is anybody holding any money on your behalf?

A: No.

All in violation of Title 18, United States Code, Section 371.

**COUNT 33**  
**Obstruction of Proceeding Before the SEC**  
**(18 U.S.C. § 1505)**

1. Paragraphs 1 through 44 of the General Allegations section, and paragraphs 1 through 7 of the Manner and Means section and paragraphs 1 through 17 of the Overt Acts section of Count 32 of this Indictment, are re-alleged and incorporated herein by reference.

2. Beginning in or around May 2004, the exact date being unknown to the Grand Jury, and continuing thereafter until the date of the return of this Indictment, in Miami-Dade County, in the Southern District of Florida, and elsewhere, the defendants,

**HENRY FECKER, III and**  
**STEVEN STEINER, a/k/a "STEVEN STEINGER,"**

aided and abetted by each other and other individuals, did corruptly influence, obstruct, and impede, and endeavor to influence, obstruct, and impede, the due and proper administration of the law under which a pending proceeding was being conducted before the United States Securities and Exchange Commission, an agency of the United States, specifically its efforts to identify and recover assets traceable to the fraud alleged in *S.E.C. vs. Mutual Benefits Corp., et al.*, No. 04-60573-CIV-MORENO (S.D. Fla.), in violation of Title 18, United States Code, Sections 1505 and 2.

**COUNT 34**  
**Obstruction of Justice**  
**(18 U.S.C. § 1503)**

1. Paragraphs 1 through 44 of the General Allegations section, and paragraphs 1 through 7 of the Manner and Means section and paragraphs 1 through 17 of the Overt Acts section of Count 32 of this Indictment, are re-alleged and incorporated herein by reference.

2. Beginning in or around May 2004, the exact date being unknown to the Grand Jury, and continuing thereafter until the date of the return of this Indictment, in Miami-Dade County, in the Southern District of Florida, and elsewhere, the defendants,

**HENRY FECKER, III and  
STEVEN STEINER, a/k/a "STEVEN STEINGER,"**

aided and abetted by each other and other individuals, did corruptly influence, obstruct, and impede, and endeavor to influence, obstruct, and impede, the due and proper administration of justice, specifically to frustrate the ability of the United States District Court to implement and carry out the terms of its orders in the case *S.E.C. vs. Mutual Benefits Corp., et al.*, No. 04-60573-CIV-MORENO (S.D. Fla.), specifically the Order Appointing Receiver, filed May 4, 2004, and the Final Judgment of Permanent Injunction and Other Relief As to Steven Steiner and Relief Defendants Camden Consulting Inc. and SKS Consulting, Inc., filed April 10, 2007, in violation of Title 18, United States Code, Sections 1503 and 2.

**COUNTS 35 - 54  
Concealment and Cover Up of Records in Federal Investigation  
(18 U.S.C. § 1519)**

1. Paragraphs 1 through 44 of the General Allegations section, and paragraphs 1 through 7 of the Manner and Means section and paragraphs 1 through 17 of the Overt Acts section of Count 32 of this Indictment, are re-alleged and incorporated herein by reference.

2. Beginning on or about the dates set forth below by count, and continuing through on or about the dates set forth by count, in Miami-Dade and Broward Counties, in the Southern District of Florida, and elsewhere, the defendants,

**HENRY FECKER, III and  
STEVEN STEINER, a/k/a "STEVEN STEINGER,"**

aided and abetted by each other and other individuals, did knowingly conceal and cover up records, documents, and tangible objects with the intent to impede, obstruct, and influence the investigation and proper administration of any matter within the jurisdiction of any department or agency of the United States, that is, the United States Securities and Exchange Commission, and in relation to and contemplation of any such matter or case, that is the allegations set forth in *S.E.C. vs. Mutual Benefits Corp., et al.*, No. 04-60573-CIV-MORENO (S.D. Fla.), and any proceeding related to such allegations, including the identification and recovery of proceeds related to, or derived from, MBC

and its investors. The records, documents and tangible objects set forth below by count were concealed and covered up during the time periods alleged by count:

<b>COUNT</b>	<b>BEGIN DATE</b>	<b>END DATE</b>	<b>CHECK NO.</b>	<b>DOCUMENT OR RECORD</b>
<b>35</b>	10/20/2006	10/29/2008	101447072	Certified Check in amount of \$481,796.15
<b>36</b>	10/29/2008	11/25/2008	110380	Certified Check in amount of \$48,174.57
<b>37</b>	10/29/2008	12/05/2008	110379	Certified Check in amount of \$48,174.62
<b>38</b>	10/29/2008	07/20/2009	110372	Certified Check in amount of \$48,174.62
<b>39</b>	08/10/2009	08/10/2009	143432	Certified Check in amount of \$10,000
<b>40</b>	08/10/2009	08/24/2009	143431	Certified Check in amount of \$10,000
<b>41</b>	08/10/2009	09/01/2009	143430	Certified Check in amount of \$10,000
<b>42</b>	08/10/2009	09/10/2009	143429	Certified Check in amount of \$10,000
<b>43</b>	08/10/2009	11/27/2009	143433	Certified Check in amount of \$8,174.62
<b>44</b>	10/29/2008	12/16/2009	110375	Certified Check in amount of \$48,174.62
<b>45</b>	10/29/2008	05/28/2010	110371	Certified Check in amount of \$48,174.62
<b>46</b>	10/29/2008	08/02/2010	110376	Certified Check in amount of \$48,174.62
<b>47</b>	10/29/2008	06/02/2011	110378	Certified Check in amount of \$48,174.62
<b>48</b>	10/29/2008	7/19/2011	110377	Certified Check in amount of \$48,174.62
<b>49</b>	12/18/2009	2/16/2010	102	Check from A.M.C & A.C.C. in amount of \$25,000
<b>50</b>	12/18/2009	4/5/2010	250	Check from A.S.C & A.C. in amount of \$75,000

COUNT	BEGIN DATE	END DATE	CHECK NO.	DOCUMENT OR RECORD
51	12/18/2009	1/25/2010	1462	Check from G.B. Corp. in amount of \$25,000
52	9/27/2010	9/27/2010	1525	Check from G.B. Corp. in amount of \$25,000
53	11/1/2010	11/29/2010	1533	Check from G.B. Corp. in amount of \$25,000
54	12/12/2010	1/4/2011	1546	Check from G.B. Corp. in amount of \$25,000

In violation of Title 18, United States Code, Sections 1519 and 2.

**FORFEITURE**  
**(18 U.S.C. § 981(a)(1)(C) and 982)**

1. The General Allegations section and the allegations at Counts 1 through 32, and 34 of this Indictment are re-alleged and by this reference fully incorporated herein for the purpose of alleging forfeiture to the United States of America, of property in which one or more of the defendants have an interest.

2. Upon conviction of any of the offenses alleged in Counts 1 through 31 of this Indictment, the defendants **HENRY FECKER, III** and **STEVEN STEINER, a/k/a "STEVEN STEINGER,"** shall forfeit to the United States any property, real or personal, that is involved in the offense of conviction or any property traceable to such property.

3. Upon conviction of any of the offenses alleged in Counts 32 and 34 of this Indictment, the defendants **HENRY FECKER, III** and **STEVEN STEINER, a/k/a "STEVEN STEINGER,"** shall forfeit to the United States, any property real or personal, which constitutes or is derived from proceeds traceable to the offense(s) for which the defendants are convicted.

4. The property subject to forfeiture in accordance with paragraphs 2 and 3 of the forfeiture allegations shall include, but is not limited to:

a. a sum of money equal in value to the property involved in the offense(s);

- b. a sum of money equal in value to the proceeds traceable to the offense(s);
- c. a sum of \$48,174.62 traceable to certified check number 110377, issued by Camden National Bank, dated October, 29, 2008;
- d. All that lot or parcel of land, together with its buildings, appurtenances, improvements, fixtures, attachments and easements, located at 501 SE 25<sup>th</sup> Avenue (formerly known as 501 Riviera Isle), Ft. Lauderdale, Florida and particularly described as follows:

Lot 38, in Block 2, of RIVIERA, according to the Plat thereof, recorded in Plat Book 6, Page 17, of the Public Records of Broward County, Florida;

Together with a parcel of "land" in or on the Rio Placid (Canal) lying West of and adjacent to Lot 38, Block 2, of RIVIERA, according to the Plat thereof, as recorded in Plat Book 6, Page 17, of the Public Records of Broward County, Florida, as described as follows:

Beginning at the Northwest corner of said Lot 38, thence running Southwesterly, Southerly and Southeasterly, along the arc of a non-tangential curve, (concave to the East, having a radius of 27 feet, a central angle of 147 degrees, 47 minutes and 03 seconds) for an arc distance of 69.64 feet, to the West line of said Lot 38, thence Northerly along the West Line of said Lot 38, for a distance of 51.88 feet to the point of beginning.; and

- e. The real property known and numbered as 24 Marine Avenue, Camden, Maine, 04843 and is also known and numbered alternatively as 1 Norumbega Drive, Camden, Maine 04843, and includes all appurtenances, improvements, and attachments thereon, and is more particularly described as: Two certain lots or parcels of land, together with any buildings thereon, situated in the Town of Camden, County of Knox and State of Maine, and being more particularly bounded and described as follows:

FIRST: BEGINNING on the easterly side of Marine Avenue at the southerly corner of land now or formerly of the John H. Lowell Estate; thence South 29 East. Sixteen (16) rods to the shore of Camden Harbor at mean high watermark; thence northeasterly along said shore, eight and one-half (8-1/2) rods to line of land now or formerly of the H.B. Stearns Estate; thence North 29 West along said Stearns line as the stone wall runs, sixteen and one-half (16-1/2) rods to a stake and stones in line of said wall; thence South 55 West, eight

and one-half (8-1/2) rods to a stake and stones at the place of beginning. Including all privileges of shores and flats.

SECOND: BEGINNING at a stake and stones in the easterly line of said Marine Avenue (said Avenue running between High Street and seashore) at a point twenty (20) rods southerly from the southerly corner of land now or formerly of Lelia Williams; thence North 54 East parallel with said Williams line, eight and one-half (8 1/2) rods to stake and stones in line of land now or formerly of the J.B. Stearns Estate; thence South 30 East by said Stearns line, as the stone wall runs, ten (10) rods to stake and stones in line of the above described lot; thence South 54 West by said described lot, eight and one-half (8-1/2) rods to stake and stones in line of said Marine Avenue, thence North 30 West by line of said Marine Avenue, ten (10) rods to the place of beginning.

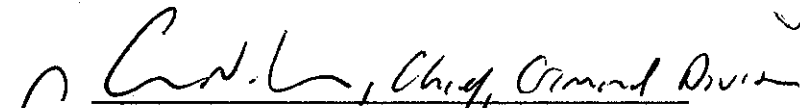
5. Pursuant to Title 21, United States Code, Section 853(p), as incorporated by reference by Title 18, United States Code, Section 982(b), and Title 28 United States Code, Section 2461, if any property described above as being subject to forfeiture, as a result of any act or omission of the defendants,


- (A) cannot be located upon due diligence;
- (B) has been transferred, or sold to, or deposited with a third party;
- (C) has been placed beyond the jurisdiction of the Court;
- (D) has been substantially diminished in value; or
- (E) has been commingled with other property which cannot be subdivided without difficulty;

it is the intent of the United States to seek the forfeiture of other property of the defendants up to the value of the above-described forfeitable property.

All pursuant to Title 18, United States Code, Sections 982(a)(1) and 981(a)(1)(C), and the procedures set forth in Title 21, United States Code, Section 853.

A TRUE BILL

  
WIFREDO A. FERRER  
UNITED STATES ATTORNEY

  
JERROLD DUFFY  
ASSISTANT UNITED STATES ATTORNEY