

08 MAG

1968

Approved: Willi Harrington
DANIEL L. STEIN
WILLIAM J. HARRINGTON
Assistant United States Attorneys

Before: HONORABLE GABRIEL W. GORENSTEIN
United States Magistrate Judge
Southern District of New York

- - - - - x
UNITED STATES OF AMERICA : SEaled
 : COMPLAINT
 - v. - :
ANTHONY SEMINERIO, : Violations of 18
 : U.S.C. §§ 1341, 1346
 Defendant. : COUNTY OF OFFENSE:
 : NEW YORK
 :
 - - - - - x

SOUTHERN DISTRICT OF NEW YORK, ss.:

JULIE S. BROWN, being duly sworn, deposes and says that she is Special Agent with the Federal Bureau of Investigation (the "FBI") and charges as follows:

COUNT ONE

(Scheme To Defraud The Public Of Honest Services)

1. From in or about April 2000, through and including in or about September 2008, in the Southern District of New York and elsewhere, ANTHONY SEMINERIO, the defendant, unlawfully, willfully, and knowingly, having devised and intending to devise a scheme and artifice to defraud the public of his honest services, and for obtaining money and property by means of false and fraudulent pretenses, representations, and promises, for the purpose of executing such scheme and artifice and attempting so to do, did place in a post office and authorized depository for mail matter a matter and thing to be sent and delivered by the Postal Service, and deposited and caused to be deposited a matter and thing to be sent and delivered by a private and commercial interstate carrier, and took and received therefrom such matter and thing, and knowingly caused to be delivered by mail and such carrier according to the direction thereon, and at the place at

which it was directed to be delivered by the person to whom it was addressed, such matter and thing, to wit, SEMINERIO, while serving as a member of the New York State Assembly, and in connection with his official position as a member of the New York State Assembly, sent and received materials using the U.S. mail and a commercial interstate carrier to solicit and receive a stream of corrupt payments from persons and entities having business before the State of New York, and disguised those corrupt payments as fees for purported consulting services.

(Title 18, United States Code, Sections 1341 and 1346.)

The bases for my knowledge and the foregoing charges are in part as follows:

2. I am a Special Agent of the Federal Bureau of Investigation (the "FBI"). I have been employed by the FBI for more than seven years, and currently serve as a Special Agent in Public Corruption Squad C-14 in New York, New York. Since becoming a Special Agent of the FBI, I have conducted investigations involving public corruption crimes, and have conducted or participated in physical surveillance, the surveillance of meetings involving the use of confidential sources, the execution of search warrants, debriefings of sources, the review of taped conversations, and the analysis of bank records. I have been personally involved in the investigation of this matter. In the course of my investigation, I have spoken with other agents and analysts of the FBI, as well as other law enforcement officers, and I base this Affidavit, in part, on those conversations. Because this Affidavit is being submitted for the limited purpose of establishing probable cause, it does not include all of the facts that I have learned during the course of the investigation. Where the contents of documents and the actions, statements and conversations of others are reported herein, they are reported in substance and in part, except where otherwise indicated.

Seminerio's Duty Of Honest Services To New York State Citizens

3. Since in or about 1978, ANTHONY SEMINERIO, the defendant, has served as a member of the New York State Assembly (the "Assembly"), representing New York's 38th Assembly district. As a member of the Assembly, SEMINERIO's official duties have included voting on legislation, acting as a public advocate on behalf of constituents and others, and discussing, persuading and influencing other legislators with respect to matters before the Assembly. SEMINERIO has made approximately \$79,500 base pay annually as a member of the Assembly. Prior to his election to

the Assembly, SEMINERIO worked as a Corrections Officer within the New York City Department of Corrections.

4. As a member of the Assembly, ANTHONY SEMINERIO, the defendant, owed a duty of honest services to the citizens of New York State. SEMINERIO's duty of honest services arose, in part, from various provisions of federal and New York law, which prohibit public officials from accepting payments in connection with official acts, from laboring under conflicts of interest, and from using their offices to extort illegal payments. More specifically, federal law prohibits bribery and extortion under Title 18, United States Code, Sections 666 and 1951, respectively. New York law similarly makes it a crime for a member of the Assembly to receive payments of any kind for taking official action. See N.Y. Public Officers Law § 77. New York law also imposes a duty on elected officials, including members of the Assembly, to avoid any business or professional engagements that are in substantial conflict with the proper discharge of their official duties. See N.Y. Public Officers Law § 74(2). Members of the Assembly are required to disclose, on an annual basis, "the nature and amount of any income in excess of \$1,000," including "consultant fees." See N.Y. Public Officers Law §§ 73-a(2)(a) and (3). Notwithstanding the foregoing, however, New York's public disclosure law permits a member of the New York State Legislature (the "Legislature") to report income earned from a business "by the name of the entity and not by the name of the individual customers, clients or tenants" Id.

Overview Of The Scheme To Defraud

5. From in or about April 2000, through and including in or about September 2008, ANTHONY SEMINERIO, the defendant, engaged in a scheme to defraud the public of his honest services as a member of the Assembly by using an alleged consulting firm, named Marc Consultants, to solicit and receive "consulting" payments from persons and entities having business before the State of New York. In truth and in fact, however, SEMINERIO did little or no consulting work. Rather, as demonstrated by the evidence summarized below, SEMINERIO received more than \$500,000 from various entities with business before the State of New York, primarily in connection with the performance of his official duties as a member of the Assembly, resulting in favorable treatment for those persons and/or entities in New York State Government. Moreover, because New York's Public Officers Law permits a member of the Legislature to disclose income in the name of a business, rather than in the names of the actual clients of that business, SEMINERIO has been able to use Marc

Consultants to conceal his stream of corrupt payments from public scrutiny.

6. To investigate the corrupt payments received by ANTHONY SEMINERIO, the defendant, and his use of Marc Consultants to conceal the nature and source of those payments, other FBI agents and I have, among other things: (1) arranged for a cooperating witness to meet with SEMINERIO and record their conversations; (2) analyzed bank records; (3) sought and obtained court authorization to intercept certain of SEMINERIO's communications; and (4) arranged for an FBI agent acting in an undercover capacity (the "Undercover") to meet with SEMINERIO posing as a new, prospective client of Marc Consultants. A portion of the evidence gathered as a result of these investigative efforts is outlined below.

SEMINERIO's Meetings With The CW

7. Since in or about September 2007, other FBI agents and I have spoken with a cooperating witness (the "CW"). The CW has known ANTHONY SEMINERIO, the defendant, for approximately fifteen years. Between September and November 2007, at the FBI's direction, the CW had a series of consensually recorded meetings with SEMINERIO. During these meetings, SEMINERIO made numerous statements about Marc Consultants.

8. For example, on or about September 21, 2007, at the FBI's direction, the CW met with ANTHONY SEMINERIO, the defendant. The meeting was consensually recorded. During the meeting, SEMINERIO explained the origin of his consulting business. Among other things, SEMINERIO stated that he got the idea for his consulting business from "two Senators" that had consulting firms, and that all he knew was that he could not "deal with state agencies." SEMINERIO told the CW that before he set up his consulting business, SEMINERIO had done "favors" for individuals involved in the health care and hospital industries, and that those individuals had made "thousands" as a result. SEMINERIO told the CW that at some point he decided that instead of doing "favors" for these individuals, he would now start charging them for his services. Specifically, SEMINERIO and the CW had the following conversation:

AS: What I deal now is a lot with health care, hospitals. I learned that 25, 30 years ago I did a health care bill with [another legislator], God bless him. And I gained a big reputation there .

CW: In that field.

AS: And I was doing, I was doing favors for these sons-of-bitches there, you know, they were, they were making thousands. "Screw you, from now on, you know, I'm a consultant."

Later, during the same meeting, SEMINERIO estimated that if he were to leave the Assembly, he would lose "60 percent" of his consulting business.

9. On or about September 28, 2007, at the FBI's direction, the CW met again with ANTHONY SEMINERIO, the defendant. The meeting was consensually recorded. During the meeting, SEMINERIO and the CW continued their discussion of SEMINERIO's consulting business, including, in particular, the limitations on the types of consulting work that a member of the Legislature could undertake. Among other things, SEMINERIO stated that, as a consultant, he could not "go to any state agencies," and that if a prospective client approached him for assistance with New York State, he referred the client to a lobbyist.

10. Notwithstanding these statements, however, during a subsequent meeting with the CW, SEMINERIO agreed to introduce a new prospective client referred by the CW to New York State officials. Specifically, on or about November 15, 2007, after the CW explained that he wanted to introduce SEMINERIO to a businessman¹ interested in privatizing certain components of the New York State Probation Services, SEMINERIO immediately offered to introduce the man to the State Probation Commissioner.

Analysis Of Bank Records

11. Other FBI agents, analysts, and I have reviewed records corresponding to a bank account held in the name of Marc Consultants (the "Marc Consultants Bank Account"). According to the records for the Marc Consultants Bank Account:

a. The address listed on the Marc Consultants Bank Account is the home address of ANTHONY SEMINERIO, the defendant, in Queens, New York.

¹ As discussed further below, the businessman was in fact the Undercover.

b. The sole individuals with signature authority for the Marc Consultants Bank Account are SEMINERIO and SEMINERIO's wife.

c. There are no disbursements from the Marc Consultants Bank Account to any employees or to any payroll companies.

d. Disbursements from the Marc Consultants Bank Account include the following personal expenses for SEMINERIO, among others:

(i) numerous checks, for an aggregate amount of approximately \$232,820, payable to "Anthony Seminerio," which appear to have been signed by SEMINERIO and either cashed or deposited by SEMINERIO in one or more personal bank accounts;

(ii) numerous checks, for an aggregate amount of approximately \$60,121, payable to "cash," which appear to have been signed by SEMINERIO and/or endorsed by SEMINERIO;

(iii) numerous checks, for an aggregate amount of approximately \$112,955, payable to "American Express," which appear to have been signed by SEMINERIO and used to pay credit card expenses; and

(iv) several checks to persons I have identified as family members or friends of SEMINERIO.

12. Moreover, the bank records that I have reviewed demonstrate that between April 2000 and in or about September 2008, persons and entities with interests in specific matters pending before the Assembly deposited more than \$500,000 into the Marc Consultants Bank Account. During this period, one of these entities, a hospital and affiliated entities in New York City (the "Hospital") whose funding was substantially affected by the

budget of the State of New York,² paid approximately \$310,000 to SEMINERIO through the Marc Consultants Bank Account. During the same time period, a separate, Medicaid-managed health care plan that was affiliated with the Hospital and other hospitals, also paid approximately \$80,000 to SEMINERIO through the Marc Consultants Bank Account.

Intercepted Communications Relating To
SEMINERIO's Relationship With The Hospital

13. Based in part on the evidence outlined above, in an effort to further the FBI's investigation of ANTHONY SEMINERIO, the defendant, and his use of the Marc Consultants Bank Account, other FBI agents and I applied for and received court authorization to intercept certain of SEMINERIO's communications. The intercepted communications, some of which are summarized below, demonstrated that on numerous occasions SEMINERIO took action in his capacity as a member of the Assembly to benefit the Hospital at the same time that he was receiving payments from the Hospital and its affiliate through the Marc Consultants Bank Account.

14. In particular, the intercepted communications that I have reviewed demonstrated that, at the direct request of officers of the Hospital, SEMINERIO (1) advocated positions with other New York State legislators with respect to legislative matters, including the New York State budget, and (2) lobbied New York State executive branch officials. For example:

a. On March 13, 2008, at approximately 10:29 a.m., SEMINERIO spoke by telephone with an executive of the Hospital ("Hospital Executive-1"). During the call, Hospital Executive-1 complained about the Assembly's budget bill, stating that it was "not good for us." Hospital Executive-1 told SEMINERIO that "we need a basic inflation factor," and asked SEMINERIO to "talk to your buddy [the Chair of a New York State Assembly Committee (the "Committee Chair"))." SEMINERIO responded: "[Y]ou come up [to Albany] and I will take you to see [the Committee Chair]." Hospital Executive-1 asked if SEMINERIO could "get to [the Committee Chair]," and SEMINERIO responded: "I can get anybody you want." Hospital Executive-1 reiterated to SEMINERIO that "all we want is a basic inflation factor."

² During the September 21, 2007, meeting between the CW and SEMINERIO summarized above in paragraph 8, SEMINERIO stated that prior to establishing Marc Consultants, SEMINERIO had arranged for the Hospital to receive millions of dollars of funding from New York State.

SEMINERIO told Hospital Executive-1: "I could talk to anybody in Albany. . . . I am at your disposal. You tell me what you want . . . , I'll take care of you." Hospital Executive-1 said: "I just want . . . I just want a little inflation."

b. On April 22, 2008, at approximately 3:15 p.m., ANTHONY SEMINERIO, the defendant, spoke with another senior executive at the Hospital ("Hospital Executive-2"). During this call, SEMINERIO stated that he was calling "for my check." Hospital Executive-2 responded that he would "follow up," "go rattle some cages," and "find [SEMINERIO] a check." Later in the conversation, SEMINERIO told Hospital Executive-2 that SEMINERIO could walk into "[one of the New York State Legislature's leader's] office" like he walks into Hospital Executive-2's office. SEMINERIO continued: "[T]hat kind of relationship you can't buy for a million dollars." Hospital Executive-2 responded: "[P]eople don't even understand . . . what a value their friends can bring." Later the same day, at approximately 3:52 p.m., an administrative employee of the Hospital called SEMINERIO and reported that SEMINERIO's check would be issued the following week. Based on my review of bank records, I have determined that on or about May 9, 2008, SEMINERIO deposited a check in the amount of \$10,000 from the Hospital into the Marc Consultants Bank Account.

c. On or about June 20, 2008, at 11:11 a.m., SEMINERIO spoke again with Hospital Executive-2 about a variety of matters relating to the Hospital and New York State government, including the Hospital's potential acquisition of other hospitals and Hospital Executive-2's view that state financing would be required. During the call, SEMINERIO asked Hospital Executive-2 about a competing hospital, and Hospital Executive-2 replied that he was working on it with a particular New York State Senator ("Senator-1"). SEMINERIO and Hospital Executive-2 then had the following conversation:

Exec-2: Yeah, my, my headache is gonna be in the
fucking Health Department with this, uh . . .

AS: With who?

Exec-2: Uh . . . [a Health Department official
("Health Department Official-1")].

AS: Uh, let me know what you want to do there and
I'll go see [a leader of the Assembly (the
"Assembly Leader")] and I'll set it up.

Exec-2: Okay. . . .

AS: You let me know when you wanna do.

Exec-2: I'll let you know when I need help.

AS: Okay, my friend. . . . Hey, listen.

Exec-2: Yeah.

AS: Uh . . . I'm due for a payment.

Exec-2: I'll follow up.

AS: Please, would you? Make a notation.

Exec-2: Okay.

d. On or about July 9, 2008, at approximately 1:08 p.m., SEMINERIO spoke again with Hospital Executive-2, and related that another Health Department official ("Health Department Official-2") who was superior to Health Department Official-1 was "not retiring." SEMINERIO stated that instead of retiring Health Department Official-2 "just became the Director of State Operations . . . second or third in command." SEMINERIO reminded Hospital Executive-2 that Health Department Official-2 was "a dear friend" of SEMINERIO's. Hospital Executive-2 stated: "Frankly, he has not been such a great friend to us. Over the years, he has not helped us an iota." SEMINERIO responded: "You got to tell me these things, and I'll break his balls, and I know what to break his balls about."

e. The following day, on or about July 10, 2008, at approximately 2:16 p.m., SEMINERIO called Health Department Official-2 to congratulate him on his promotion. During the call, SEMINERIO stated: "You know you got . . . a friend of me in the Assembly." During the call, Health Department Official-2 mentioned that he had been speaking with Senator-1 about the acquisition of certain hospitals by another hospital. SEMINERIO replied that he would rather see the Hospital "get it." SEMINERIO urged Health Department Official-2 to give Hospital Executive-2 "a break." SEMINERIO praised the Hospital and Hospital Executive-2, and reiterated his request that the Hospital be able to complete the acquisition. Health Department Official-2 replied that he would "like nothing better than to see [Hospital Executive-2] get" one of the hospitals, and "do what he wants to do there." Minutes later, SEMINERIO called Hospital

Executive-2 and informed Hospital Executive-2 of his conversation with Health Department Official-2.

f. Based on publicly-available information, I have learned that on or about August 11, 2008, the Governor of New York State called a special session of the legislature and proposed cutting health care and education funding in order to close projected state budget deficits. The following day, on or about August 12, 2008, at approximately 11:27 a.m., SEMINERIO called the Assembly Leader and had the following conversation:

AS: What's happening with the hospitals?

Leader: Uh, nothing, you know . . . The Governor put a hit list out . . .

AS: I mean, you think it's gonna happen?

Leader: No.

AS: I mean . . . for Christ's sakes. You, you, you know something? Honest to God, if I'm wrong, say: "Tony, you're wrong." You know, it, I don't give a fuck how educated you are, if you're not in good health, what good is it gonna do you?

Leader: You got it.

g. A few minutes later, at approximately 11:31 a.m., SEMINERIO called Hospital Executive-2, and had the following conversation:

AS: Yeah, I just got off the phone, yelling and screaming to [the Assembly Leader] about the cuts.

Exec-2: Yeah.

AS: He said there isn't gonna be any. He said don't worry about it.

Exec-2: That's very good.

AS: So, I just want you to know.

Exec-2: Okay. That's very good.

AS: Okay?

Exec-2: I was . . . I wasn't intending to get too aggravated.

AS: Well, no, I said to him, I says: "What fucking good is it if I'm the most educated bastard in the world and I can't get health treatment?"

Exec-2: Right.

AS: And, no, you know: "What good is it gonna do anybody?" He says: "You're right. Alright, don't get excited, it's not gonna happen."

Exec-2: Okay.

AS: Okay?

Exec-2: I can actually like this guy again.

AS: You like him.

Exec-2: He's pissing me off most of the time.

AS: You like him. Anything, you, listen to me.

Exec-2: Yeah.

AS: You go through me, you won't be pissed off.

Exec-2: There you go.

h. Based on publicly available information, I have learned that on or about August 14, 2008, Democratic Party members of the Assembly, including SEMINERIO, met in Manhattan to discuss their response to the New York State Governor's proposed budget cuts. In anticipation of that meeting, on or about August 13, 2008, at approximately 10:21 a.m., SEMINERIO spoke with another member of the Assembly ("Assembly Member-1"), who told SEMINERIO that he/she would not be attending the Manhattan meeting. SEMINERIO told Assembly Member-1 that SEMINERIO had urged the Assembly Leader not to hurt hospitals, and then discussed the fiscal problems facing the Hospital with Assembly Member-1.

SEMINERIO's Relationship With The Undercover

15. During the November 15, 2007, meeting between the CW and ANTHONY SEMINERIO, the defendant, discussed above, the CW described to SEMINERIO a new prospective consulting client who was interested in privatizing certain components of New York's probation services. In fact, the person to whom the CW was planning to introduce SEMINERIO for this purpose was the Undercover. As demonstrated by the interactions summarized below, the Undercover's communications with SEMINERIO further confirmed that SEMINERIO was willing to take official action, in his capacity as a member of the Assembly, on behalf of those who made payments to him disguised as consulting fees.

Probation Privatization Legislation

16. On or about January 8, 2008, at approximately 3:30 p.m., at the direction of the FBI, the CW called ANTHONY SEMINERIO, the defendant, and stated that he wanted to introduce SEMINERIO to someone who, unbeknownst to SEMINERIO, was the Undercover. Thereafter, on or about January 17, 2008, at approximately 11:26 a.m., SEMINERIO met with the CW and the Undercover. The meeting was consensually recorded. During the meeting, SEMINERIO stated that he would try to help the Undercover with his proposed legislation by first approaching corrections officials in New York City, and then by contacting "the Commissioner of Corrections in the State." The Undercover related that the investors the Undercover was representing were "ecstatic" that the Undercover "even had a meeting with [SEMINERIO]," and that they were "thrilled" SEMINERIO was working with them as a consultant. The Undercover then offered SEMINERIO a payment, which SEMINERIO declined to accept, explaining: "Let me produce something for you. . . . If I produce, then, we'll, you know, we'll sit down and you'll congratulate me." After further discussion of the same subject, SEMINERIO stated: "Let me start working for you. The way I should." The Undercover stated that his/her group wanted to retain SEMINERIO on a monthly basis because of their belief that SEMINERIO would "open up ears" for them. More specifically, the Undercover explained that he/she wanted access to other members of the Legislature, because: "[W]ithout legislation, this cannot happen." SEMINERIO responded by agreeing to introduce the Undercover to a particular member of the Assembly who would be important in getting the Undercover's proposed legislation approved.

17. Later in January and February 2008, the Undercover communicated with ANTHONY SEMINERIO, the defendant, on multiple occasions to finalize arrangements for their consulting

relationship. In at least two instances, set forth below, SEMINERIO made statements to the Undercover at this stage indicating that SEMINERIO was unable to assist the Undercover in connection with business before the State of New York. Specifically:

a. On or about January 24, 2008, the Undercover spoke by telephone with SEMINERIO. By the time of this conversation, the Undercover had supplied SEMINERIO with literature describing the privatization of probation supervision that the Undercover was purportedly seeking to promote in New York State. During their conversation, SEMINERIO confirmed that what the Undercover needed was legislation. SEMINERIO told the Undercover that he could not help the Undercover with legislation, and offered to put the Undercover in touch with a lobbyist.

b. On or about February 1, 2008, SEMINERIO sent the Undercover a proposed consulting agreement with Marc Consultants. Seminerio sent the agreement by United States mail to the Undercover at an address in New York, New York. According to the terms of the proposed agreement, Seminerio, through Marc Consultants, agreed to provide consulting services "with respect to marketing, public relations and contractual relationships," which "may include contacting, appearing before or meeting with governmental agencies or units and private parties." The contract further stated that the parties understood and acknowledged that Marc Consultants should not provide any consulting services "in respect of any unit or agency of the State of New York, including the State Legislature." The Undercover subsequently executed the contract and returned it to Seminerio.

18. Notwithstanding the statements made by ANTHONY SEMINERIO, the defendant, to the Undercover, and the representations in SEMINERIO's consulting agreement, after the Undercover agreed to pay SEMINERIO "consulting" fees, SEMINERIO, in exchange for a monthly fee of \$5,000 and a total of \$25,000 in payments, assisted the Undercover on repeated occasions in communications and meetings with members of the Legislature. Specifically, based on my conversations with the Undercover and my review of recordings of meetings and telephone conversations between SEMINERIO, the Undercover and other legislators, I have learned the following:

a. Beginning in or about March 2008, SEMINERIO sought to, and eventually did, arrange a meeting in Albany, New York, at the New York State Capitol building between the

Undercover and a member of the Assembly ("Assembly Member-2"). Assembly Member-2 was the Chair of the Assembly committee that would consider and act initially with respect to any legislation privatizing probation services. After the meeting with Assembly Member-2, SEMINERIO brought the Undercover through security and onto the floor of the Assembly, where he introduced the Undercover to the Madame Speaker Pro Tem as someone "with probation."

b. On or about April 14, 2008, at approximately 12:31 p.m., the Undercover called SEMINERIO. During this call, SEMINERIO told the Undercover that he would contact Assembly Member-2 to see if he/she was available for lunch or dinner with the Undercover on April 15, 2008. SEMINERIO informed the Undercover that, with respect to probation-related issues, Assembly Member-2 "is the guy." SEMINERIO promised to call the Undercover as soon as he heard from Assembly Member-2. During the same call, SEMINERIO told the Undercover that he had not received "anything" for March and "April's almost gone." The Undercover told SEMINERIO that they would "settle up" when they met on April 15.

c. Later that same day, at approximately 4:15 p.m., the Undercover spoke by telephone again with SEMINERIO. During this call, SEMINERIO told the Undercover that Assembly Member-2 was available for lunch at 12:30 p.m. at an Albany restaurant. The Undercover told SEMINERIO that he/she had a check for him, and SEMINERIO told the Undercover to give him the check in the restaurant because it was "against protocol" to give him the check in the New York State Legislative Office Building. SEMINERIO suggested to the Undercover that he/she write out a list of questions to address to Assembly Member-2 at the lunch meeting.

d. On or about April 15, 2008, the Undercover attended a lunch meeting with SEMINERIO and Assembly Member-2 at an Albany restaurant. During the course of the meeting, they discussed the Undercover's interest in the privatization of certain probation services in New York State. SEMINERIO did not inform Assembly Member-2 during this meeting that the Undercover was a consulting client of SEMINERIO's. After Assembly Member-2 departed the restaurant, the Undercover gave SEMINERIO a check for \$5,000 payable to "Marc Consultants." SEMINERIO stated to the Undercover that the check for \$5,000 was "none of [Assembly Member-2's] business."

Brownfield Redevelopment Projects

19. Beginning in or about June 2008, the Undercover asked ANTHONY SEMINERIO, the defendant, for assistance with another business venture possibly requiring the involvement of the New York State legislature, specifically, opportunities to invest in "brownfield" redevelopment projects. A brownfield redevelopment project involves a New York State program that provides government assistance, primarily in the form of tax credits, to entities that undertake the redevelopment and associated clean-up of environmentally contaminated lands. SEMINERIO assisted the Undercover in this regard by arranging multiple meetings between the Undercover and leaders in the Legislature with responsibility for brownfield redevelopment projects. Specifically:

a. On or about June 10, 2008, at approximately 5:00 p.m., SEMINERIO met with the Undercover in SEMINERIO's office inside the New York State Legislative Office Building in Albany, New York. During the meeting, SEMINERIO stated that he had arranged for the Undercover to meet with another member of the Assembly ("Assembly Member-3"), who was the Chair of an Assembly committee that might initially address legislation relating to certain brownfield redevelopment projects. The Undercover left SEMINERIO's office, went to the office of Assembly Member-3, also in the New York State Legislative Office Building, and met with Assembly Member-3. During the meeting, Assembly Member-3 advised the Undercover about two new brownfield redevelopment projects that Assembly Member-3 expected to be among the biggest developments sites in Brooklyn, New York.

b. About one week later, on or about June 17, 2008, at approximately 10:43 a.m., the Undercover again went to SEMINERIO's office inside the New York State Legislative Office Building in Albany, New York, to attend a pre-arranged meeting. Upon the Undercover's arrival at SEMINERIO's office, a member of SEMINERIO's staff escorted the Undercover to the Assembly Chambers. At approximately 11:05 a.m., SEMINERIO introduced the Undercover to the Assembly Chambers' security guard, and requested that the security guard let the Undercover enter the Assembly Chambers.

c. At approximately 11:11 a.m., SEMINERIO escorted the Undercover to the Senate Chambers. SEMINERIO entered the Senate Chambers alone, and then returned with a New York State Senator ("Senator-2"), who then served as the Chair of a Senate committee that might initially address legislation relating to certain brownfield redevelopment projects. SEMINERIO

introduced the Undercover and Senator-2 to one another. After the Undercover thanked Senator-2 for taking time out of his/her schedule for the meeting, Senator-2 explained that he/she did so because SEMINERIO was "an old friend." The Undercover then discussed brownfield redevelopment opportunities with Senator-2. At the conclusion of the meeting, Senator-2 provided the Undercover with a business card and agreed to meet again at a later date.

d. At the conclusion of his/her meeting with Senator-2, the Undercover returned to SEMINERIO. The Undercover observed SEMINERIO ask other members of the Assembly for the name of the Chair of another Assembly committee that might handle legislation relating to brownfield redevelopment projects. After getting the name of the Assembly Chair ("Assembly Member-4"), SEMINERIO asked the Undercover if he/she would like to meet Assembly Member-4. The Undercover said that he/she would. SEMINERIO then stated that he would send Assembly Member-4 right out. Shortly thereafter, SEMINERIO and Assembly Member-4 emerged from the Assembly Chambers, and SEMINERIO introduced the Undercover to Assembly Member-4. The Undercover and Assembly Member-4 then discussed brownfield redevelopment issues. Assembly Member-4 told the Undercover that he/she was currently working on a brownfield reform package and gave the Undercover a business card.

e. On or about June 25, 2008, at approximately 3:19 p.m., SEMINERIO called the Undercover. After acknowledging that he had received the Undercover's most recent check, SEMINERIO told the Undercover that the Assembly had passed "the brownfield bill," and that he had obtained excerpts of the bill from Assembly Member-4 which he would be sending to the Undercover. The Undercover later received the excerpts of the bill from SEMINERIO.

The Undercover's Payments To SEMINERIO

20. In connection with the official acts taken by ANTHONY SEMINERIO, the defendant, described above, the Undercover made the following payments to SEMINERIO through Marc Consultants:

a. On or about February 28, 2008, the Undercover sent a \$10,000 check to SEMINERIO, payable to "Marc Consultants," by Federal Express to SEMINERIO's residence in Queens, New York;

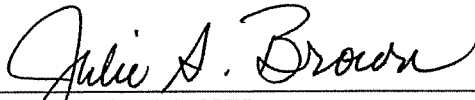
b. On or about April 15, 2008, the Undercover hand delivered a check to SEMINERIO, payable to "Marc Consultants," in the amount of \$5,000 in Albany, New York;

c. On or about May 23, 2008, the Undercover sent a \$5,000 check to SEMINERIO, payable to "Marc Consultants," by Federal Express to SEMINERIO's residence in Queens, New York; and

d. On or about June 24, 2008, an FBI agent sent a \$5,000 check to SEMINERIO, payable to "Marc Consultants," by Federal Express to SEMINERIO's residence in Queens, New York.


21. Each of the above-described checks was endorsed by ANTHONY SEMINERIO, the defendant, and/or deposited in the Marc Consultants Bank Account.

WHEREFORE, deponent prays that ANTHONY SEMINERIO, the defendant, be arrested and imprisoned or bailed, as the case may be.



JULIE S. BROWN
Special Agent
Federal Bureau of Investigation

Sworn to before me this
9th day of September 2008



HONORABLE GABRIEL W. GORENSTEIN
UNITED STATES MAGISTRATE JUDGE
SOUTHERN DISTRICT OF NEW YORK