

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

UNITED STATES OF AMERICA	:	CRIMINAL NO. <u>10-</u>
v.	:	DATE FILED: <u>August 19, 2010</u>
JEFFREY ABRAMOWITZ	:	VIOLATIONS:
	:	18 U.S.C. § 1341 (mail fraud - 5 counts)
	:	18 U.S.C. §§ 1343, 1349 (wire fraud - 2 counts)
	:	Notice of forfeiture

INDICTMENT

COUNTS ONE THROUGH FIVE

THE GRAND JURY CHARGES THAT:

At all times material to this indictment:

1. Defendant JEFFREY ABRAMOWITZ was an attorney licensed to practice law in the Commonwealth of Pennsylvania and was a partner at a law firm known to the grand jury, referred to here as "Law Firm No. 1," located at 1515 Market Street, Suite 1410, Philadelphia, Pennsylvania.

2. In Pennsylvania, attorneys are required to maintain an Interest On Lawyer Trust Account ("IOLTA account" or "escrow account") for the deposit of funds belonging to clients, so that these funds belonging to clients are held separately from the attorney's own funds.

3. As a partner in Law Firm No. 1, defendant JEFFREY ABRAMOWITZ was expected to deposit any legal fees paid by clients into the law firm's bank account so that those fees could be shared and distributed among the law firm's partners.

THE SCHEME

4. From in or about March 2005 through in or about December 2008, defendant

JEFFREY ABRAMOWITZ

devised and intended to devise a scheme to defraud and to obtain money and property by means of false and fraudulent pretenses, representations, and promises.

MANNER AND MEANS OF THE SCHEME

It was part of the scheme that:

5. Defendant JEFFREY ABRAMOWITZ represented clients in civil lawsuits. After settlements were reached in these lawsuits, defendant ABRAMOWITZ falsely represented to clients that their settlement funds would be held in escrow by Law Firm No. 1. Defendant ABRAMOWITZ then endorsed checks issued to the clients by forging the clients' signatures and then deposited these funds into his personal bank accounts.

6. Defendant JEFFREY ABRAMOWITZ negotiated and executed settlement agreements in legal matters involving clients without the clients' knowledge or authority. Defendant ABRAMOWITZ also lied to clients regarding the settlement amounts and created bogus documents to further his lies.

7. Defendant JEFFREY ABRAMOWITZ agreed to hold funds in escrow for clients so that those funds could be used to complete certain business, insurance, and real estate transactions on behalf of the clients. Defendant ABRAMOWITZ deposited these funds into his personal bank accounts. Moreover, defendant ABRAMOWITZ duped clients into believing that he had completed these transactions on their behalf when, in reality, he had stolen their money.

8. Defendant JEFFREY ABRAMOWITZ faxed instructions to a bank to have a client's funds transferred to "our attorney account for disbursement." Instead, defendant ABRAMOWITZ stole these funds by providing the bank with his personal bank account number instead of Law Firm No. 1's escrow account number.

9. Defendant JEFFREY ABRAMOWITZ deposited fees paid by Law Firm No. 1's clients into his personal bank accounts instead of into Law Firm No. 1's bank account.

10. Defendant JEFFREY ABRAMOWITZ stole and embezzled more than \$1 million from clients and Law Firm No. 1.

11. Defendant JEFFREY ABRAMOWITZ spent these stolen and embezzled funds himself, or diverted them to a favored client, D.P., and her family.

12. On or about each of the dates set forth below, each date constituting a separate count, in the Eastern District of Pennsylvania and elsewhere, defendant

JEFFREY ABRAMOWITZ,

for the purpose of executing the scheme described above, and attempting to do so, knowingly caused to be delivered by mail according to the directions thereon, letters in the following manner:

COUNT	DATE	DESCRIPTION OF MAILING
ONE	October 21, 2005	Letter falsely representing that \$63,284.92 would be invested on client T.P.'s behalf, mailed by defendant ABRAMOWITZ to client T.P.
TWO	November 8, 2005	Letter enclosing investment account application and agreement, mailed by defendant ABRAMOWITZ to client T.P.

THREE	April 23, 2007	Letter falsely claiming that clients B.T. and M.T. were still trying to obtain funds to pay off a mortgage, mailed by defendant ABRAMOWITZ to an attorney for B.T. and M.T.'s bank.
FOUR	February 15, 2008	Letter enclosing stipulation on behalf of clients B.T. and M.T. agreeing to foreclosure, sent by Federal Express by defendant ABRAMOWITZ to an attorney for B.T. and M.T.'s bank.
FIVE	November 24, 2008	Letter dated November 21, 2008, falsely claiming that lawsuit had been settled for \$368,000 and enclosing bogus distribution schedule, mailed by defendant ABRAMOWITZ to client C.C.

In violation of Title 18, United States Code, Section 1341.

COUNTS SIX THROUGH SEVEN

THE GRAND JURY FURTHER CHARGES THAT:

1. Paragraphs 1 through 11 of Counts One through Five of this indictment are incorporated by reference.

2. On or about each of the dates set forth below, in the Eastern District of Pennsylvania and elsewhere, defendant

JEFFREY ABRAMOWITZ,

for the purpose of executing the scheme described above, and attempting to do so, and aiding and abetting its execution, caused to be transmitted by means of wire communications in interstate commerce the signals and sounds described below for each count, each transmission constituting a separate count:

COUNT	DATE	DESCRIPTION OF WIRE
SIX	January 26, 2007	Fax from defendant ABRAMOWITZ to a representative of Bank Leumi asking for money to be transferred to “our attorney account for disbursement,” transmitted from Philadelphia, Pennsylvania, to New York, New York.
SEVEN	January 31, 2007	Wire transfer from Bank Leumi to Commerce Bank in the amount of \$55,925.37, transmitted from New York, New York, to Philadelphia, Pennsylvania.

All in violation of Title 18, United States Code, Sections 1343 and 1349.

NOTICE OF FORFEITURE

THE GRAND JURY FURTHER CHARGES THAT:

1. As a result of the violations of Title 18, United States Code, Sections 1341, 1343, and 1349, set forth in this indictment, defendant

JEFFREY ABRAMOWITZ

shall forfeit to the United States of America any property, real or personal, that constitutes or is derived from proceeds traceable to the commission of such offenses, including, but not limited to the following:

- (a) the sum of \$1,085,084.68; and
- (b) 2008 BMW sedan, VIN # WBANV13568BZ47514.

2. If any of the property subject to forfeiture, as a result of any act or omission of the defendant:

- (a) cannot be located upon the exercise of 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 divided without difficulty;

it is the intent of the United States, pursuant to Title 18, United States Code, Section 981(a)(1)(C), Title 28, United States Code, Section 2461(c), incorporating Title 21, United States Code, Section 853(p), to seek forfeiture of any other property of the defendant up to the value of the property subject to forfeiture.

All pursuant to Title 28, United States Code, Section 2461(c) and Title 18, United States Code, Section 981(a)(1)(C).

A TRUE BILL:

**_____
GRAND JURY FOREPERSON**

**_____
ZANE DAVID MEMEGER
United States Attorney**