



about October 1, 1999, the Senate Democratic Appropriations Committee (“SDAC”) chaired by Fumo entered an annual professional services contract with B&R Professional Services, Inc. The contract provided that RUBIN, through B&R, would provide the following services:

Professional services to the Democratic Appropriations Committee to include, but not limited to research, analysis and make recommendations on legislative matters, assist on constituent services.

Payment to be billed by invoice for these services performed.

Consultant is to be reimbursed for expenses incurred to these services.

The annual amount paid under this contract was \$30,000 per year, beginning on October 1, 1999. The annual contract was renewed four times, and the last extension expired on September 30, 2004.

c. During the Fumo Investigation, federal investigators endeavored to determine whether the B&R contract was a legitimate SDAC contract for tasks related to the performance of Senate business or was an improper payment of public money, and issued a subpoena for all pertinent records in the possession of defendant MITCHELL RUBIN and B&R. Federal investigators further sought to interview RUBIN regarding the contract, and RUBIN voluntarily agreed to be interviewed. The specific circumstances that led to the award of the SDAC contract to RUBIN and his company B&R, the types of services that were to be provided under the terms of the contract, RUBIN's relationship with Fumo, and the specific nature of any actual work that RUBIN performed under the terms of the SDAC contract were all matters that were material to the grand jury investigation.

**Obstruction of Justice**

2. On or about March 23, 2006, in the Eastern District of Pennsylvania, the defendant, MITCHELL RUBIN, did corruptly influence, obstruct, and impede, and endeavor to influence, obstruct, and impede the due administration of justice in Grand Jury Matter No. 03-123 in the District, by withholding material facts and other information during his interview by federal investigators, and by failing to fully and honestly respond to questions during his interview regarding the reason for the SDAC contract with B&R and the nature of RUBIN's relationship with and scope of work for Senator Fumo and the SDAC under the SDAC contract.

In violation of Title 18, United States Code, Section 1503.

  
**VIRGINIA A. GIBSON**  
**Acting United States Attorney**