

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

**UNITED STATES OF AMERICA** : **CRIMINAL NO.** \_\_\_\_\_  
v. : **DATE FILED: September 1, 2011**  
**HARRIS M. DeWESE** : **VIOLATION: 18 U.S.C. § 664**  
: **(embezzlement of employee benefit**  
: **plan - 8 counts)**

**INDICTMENT**

**COUNTS ONE THROUGH EIGHT**

**THE GRAND JURY CHARGES THAT:**

At all times material to this indictment:

1. Defendant HARRIS M. DeWESE was the Chairman and Chief Executive Officer of Compass Capital Partners, Ltd. (“Compass”), an investment banking firm which was first based in Radnor, Pennsylvania. Compass later moved to Exton, Pennsylvania and then to West Chester, Pennsylvania.

2. In or about January 1998, Compass established its Defined Benefit Retirement Plan (“the Plan”) for the benefit of Compass employees. The Plan was an employee pension benefit plan subject to Title I of the Employee Retirement Income Security Act of 1974. The Plan provided a pension to participants at the age of 62.

3. In or about 2002, the Plan was frozen, at which time it had five participants, including defendant HARRIS M. DeWESE and four other employees.

4. In or about February 2003, defendant HARRIS M. DeWESE became the trustee of the Plan and exercised authority and control respecting management or disposition of the Plan’s assets.

5. Section 1.02 of the Plan's terms and conditions named Compass as the administrator of the Plan. Section 9.01 stated that the administrator has "complete control of the administration of the Plan" and that its "decisions upon all matters within the scope of its authority shall be final." Defendant HARRIS M. DeWESE acted on behalf of Compass as the administrator of the Plan.

6. In or about 2005, the Plan's assets were located in an investment account at Legg Mason Wood Walker, Inc., which was later acquired by Smith Barney and Citigroup Global Markets (collectively, "Citi"). Based on investment advice from Citi, the Plan's assets were apportioned into a diversified portfolio of mutual funds.

7. In or about April 2005, defendant HARRIS M. DeWESE provided investment banking advice to Hillsboro Printing ("Hillsboro"), a business located in Tampa, Florida. Defendant DeWESE accepted stock in lieu of cash for his services to Hillsboro.

8. In or about May 2006, defendant HARRIS M. DeWESE purchased additional shares of Hillsboro's stock for approximately \$285,000. After this purchase, defendant DeWESE owned at least a 40% stake in Hillsboro.

9. From in or about April 2005 through at least October 2007, Hillsboro was having financial difficulties. Defendant HARRIS M. DeWESE kept Hillsboro afloat by providing his own personal funds to Hillsboro's suppliers and guaranteeing various Hillsboro obligations.

10. In or about October 2006, in order to protect his substantial investments in Hillsboro, defendant HARRIS M. DeWESE began using the Plan's funds to finance Hillsboro's operations. Defendant DeWESE withdrew nearly all of the funds from the Plan's investment

account and deposited the funds into his own Wachovia personal accounts or Compass's Wachovia business account. DeWESE then sent many of these funds to Hillsboro.

11. From in or about October 2006 to in or about October 2007, defendant HARRIS M. DeWESE withdrew approximately \$536,417.53 from the Plan's investment account to keep Hillsboro afloat and for his own personal benefit. DeWESE never refunded any of the funds he withdrew from the Plan's investment account.

12. Both Compass and Hillsboro are now defunct.

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

**HARRIS M. DeWESE**

embezzled and knowingly and willfully converted to his own use, or the use of another, the moneys, funds, and other assets of Compass Capital Partners, Ltd. Defined Benefit Retirement Plan through the series of withdrawals from the Plan set forth below, each withdrawal constituting a separate count:

<b>COUNT</b>	<b>DATE</b>	<b>DESCRIPTION OF WITHDRAWAL</b>
1	October 9, 2006	Check number 4004701201 in the amount of \$200,000.00 payable to "HARRIS M DEWESE TTEE"
2	November 2, 2006	Check number 4004701314 in the amount of \$100,000.00 payable to "HARRIS M DEWESE TTEE"
3	December 5, 2006	Check number 4004701453 in the amount of \$50,000.00 payable to "HARRIS M DEWESE TTEE"
4	January 12, 2007	Check number 4004701648 in the amount of \$101,417.53 payable to "HARRIS M DEWESE TTEE"
5	February 28, 2007	Check number 0676143307 in the amount of \$50,000.00 payable to "HARRIS M DEWESE TTEE"

6	April 3, 2007	Check number 4004702014 in the amount of \$20,000.00 payable to "HARRIS M DEWESE TTEE"
7	April 18, 2007	Check number 4004702104 in the amount of \$10,000.00 payable to "HARRIS M DEWESE TTEE"
8	October 10, 2007	Check number 4004702785 in the amount of \$5,000.00 payable to "HARRIS M DEWESE TTEE"

All in violation of Title 18, United States Code, Section 664.

**A TRUE BILL:**

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**GRAND JURY FOREPERSON**

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**ZANE DAVID MEMEGER  
UNITED STATES ATTORNEY**