

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

UNITED STATES OF AMERICA : **CRIMINAL NO.** _____
v. : **DATE FILED:** _____
RALPH MILLER : **VIOLATIONS:**
: **18 U.S.C. § 1343 (wire fraud - 1 count)**
: **18 U.S.C. § 1957 (money laundering - 1**
: **count)**
: **18 U.S.C. § 2 (aiding and abetting)**

INDICTMENT

COUNT ONE

THE GRAND JURY CHARGES THAT:

At all times material to this indictment:

1. Defendant RALPH MILLER owned and operated the Bucks County Playhouse (the "Playhouse"), 70 South Main Street, New Hope, Pennsylvania.
2. Defendant MILLER owned and controlled EEMIA Enterprises, Incorporated ("EEMIA"), 28 Towpath Way, New Hope, Pennsylvania.
3. EEMIA was the named insured on a flood-insurance policy with Selective Insurance Company of America ("Selective"), 40 Wantage Avenue, Branchville, New Jersey.
4. S & J Sound, 241-8 Brace Road, Dallas, Pennsylvania, was a sound and light equipment and service provider. S & J Sound provided the equipment for the high-end theater lighting system used in the Playhouse.

5. The Playhouse was a multi-level property situated on the banks of the Delaware River and contained a sophisticated, high-end theater lighting system. In June 2006, severe rain storms and high winds caused the Delaware River to flood its banks and the surrounding areas, including the Playhouse (the "2006 flood").

THE SCHEME

6. From in or about June 2006 to in or about September 2006, defendant

RALPH MILLER

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

MANNER AND MEANS

It was part of the scheme that:

7. Defendant RALPH MILLER stole over \$180,000 by submitting to Selective false documents in support of his insurance claim representing that property had been damaged or destroyed in the flood when defendant MILLER knew that the property had not been damaged or destroyed in the flood.

8. In or about July 2006, defendant RALPH MILLER provided documents relating to expensive theater lights that defendant MILLER claimed had been damaged or destroyed in the flood to an insurance adjuster.

9. Among the documents that defendant RALPH MILLER provided in support of his insurance claim were the following invoices:

Invoice Number	Equipment/Services	Claimed Loss Amount
176	10 Robe Color Wash 575 AT lights 10 Robe Color Spot 575 AT lights	\$73,580.00
202	7 Robe Color Wash 575 AT lights 5 Robe LED Blinder lights	\$49,651.00
205	5 Robe LED Blinder lights 19 Robe Color Wash 575 AT lights	\$80,870.00

10. On or about August 30, 2006, based on the representations of defendant RALPH MILLER, an insurance adjuster submitted a final report to Selective supporting defendant MILLER's claim of flood damage to the structure of the Playhouse property and its contents. Among the supporting documentation the insurance adjuster submitted to Selective with the final report were copies of invoice numbers 176, 202, and 205, which defendant MILLER had provided to the adjuster.

11. The ten Robe Color Wash 575 AT lights and ten Robe Color Spot 575 AT lights listed in invoice number 176 for approximately \$73,580.00 were not damaged by the 2006 flood.

12. The five Robe LED Blinder lights and nineteen Robe Color Wash 575 AT lights listed in invoice number 205 for approximately \$80,870.00 were not damaged by the 2006 flood.

13. The seven Robe Color Wash 575 AT lights and five Robe LED Blinder lights listed in invoice number 202 for approximately \$49,651.00 were not damaged by the 2006 flood. In fact, seven of the nineteen Robe Color Wash 575 AT lights listed in invoice number 205 are the same seven Robe Color Wash 575 AT lights listed in invoice number 202. Likewise, the five Robe LED Blinder lights listed in invoice number 205 are the same five Robe LED Blinder lights listed in invoice number 202.

14. On or about September 2, 2006, defendant RALPH MILLER caused the adjuster to transmit by facsimile to Selective, as proof of his claim for flood insurance, invoice numbers 176, 202, and 205.

15. On or about September 4, 2006, Selective made payment on defendant RALPH MILLER's claim and gave him two checks, payable to EEMIA, totaling \$905,000 to pay for damages from the 2006 flood. Among the insurance proceeds Selective paid to EEMIA was approximately \$183,690.90 for the Robe lights listed in S & J invoice numbers 176, 202, and 205.

16. On or about September 2, 2006, in the Eastern District of Pennsylvania, defendant

RALPH MILLER

for the purpose of executing the scheme described above, and attempting to do so, and aiding, abetting, and causing its execution, caused to be transmitted by means of wire communication in interstate commerce a facsimile transmission from the insurance adjuster in Pennsylvania to Selective in New Jersey, containing fraudulent statements about the items damaged in the 2006 flood.

All in violation of Title 18, United States Code, Sections 1343 and 2.

COUNT TWO

THE GRAND JURY FURTHER CHARGES THAT:

1. Paragraphs 1 through 15 of Count One of this indictment are incorporated here.
2. On or about September 6, 2006, in the Eastern District of Pennsylvania, defendant

RALPH MILLER

knowingly engaged in, and aided, abetted, and willfully caused, monetary transactions affecting interstate commerce in criminally derived property of a value greater than \$10,000, that is, the deposit of two checks that included \$183,690.90 of fraudulently obtained insurance proceeds, and such property was derived from a specified unlawful activity, that is wire fraud, in violation of Title 18, United States Code, Section 1343.

All in violation of Title 18, United States Code, Sections 1957 and 2.

NOTICE OF FORFEITURE

THE GRAND JURY FURTHER CHARGES THAT:

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

RALPH MILLER

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 \$183,690.90.

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 and Title 28, United States Code, Section 2461(c), both 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, and Title 18, United States Code, Sections 981(a)(1)(C).

NOTICE OF FORFEITURE

THE GRAND JURY FURTHER CHARGES THAT:

1. As a result of the violations of Title 18, United States Code, Section 1957 set forth in this indictment, defendant

RALPH MILLER

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 \$183,690.90.

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 982(b),

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 18, United States Code, Sections 982(a)(1).

A TRUE BILL:

GRAND JURY FOREPERSON


ZANE DAVID MEMEGER
United States Attorney