

with various expenses, including funeral expenses. However, as the Assistance Program's Claim Form stated, the Crime Victim's Compensation Fund "is the payor of last resort."

5. Thus, concerning reimbursement for funeral expenses, the Program's

Claim form specifically asked:

- | | | |
|--|------------------------------|-----------------------------|
| Were there Veterans' benefits?
(If yes, attach a copy of the benefit statement.) | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Were there a Social Security death benefit?
(If yes, attach a copy of the benefit statement.) | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Was there a Life Insurance policy on the victim?
(If yes and claimant is beneficiary, attach a copy of the benefit statement(s).) | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

THE SCHEME

6. From on or about November 20, 2006 to on or about March 2007,

defendant

ANTHONY DWAYNE BAXTER

devised and intended to devise a scheme to defraud the Pennsylvania Victims Compensation Assistance Program, and to obtain money and property by means of false and fraudulent pretenses, representations and promises.

MANNER AND MEANS

It was part of the scheme that:

7. On or about November 20, 2006, defendant ANTHONY DWAYNE

BAXTER completed a Claim Form, which he submitted to the Pennsylvania Victims

Compensation Assistance Program, seeking reimbursement of T.B.'s funeral expenses.

8. When defendant ANTHONY WAYNE BAXTER completed the Claim

Form, he falsely checked "No" to the question:

Was there a Life Insurance policy on the victim? Yes No
(If yes and claimant is beneficiary, attach a copy of the benefit statement(s).)

9. Although defendant ANTHONY WAYNE BAXTER had checked "No" to the question on the Assistance Program's Claim Form asking whether there was a life insurance policy and whether he was the beneficiary, on or about November 27, 2006, defendant ANTHONY DWAYNE BAXTER completed and mailed a Request for Payment of Life Insurance Benefits as beneficiary of T.B.'s policy to the Claim Department at Garden State.

10. The Victims Compensation Assistance Program issued two checks to defendant ANTHONY WAYNE BAXTER based on his reimbursement claim. On or about March 2, 2007, the Assistance Program issued a check for \$1,500 to defendant BAXTER, and on or about March 21, 2007, the Assistance Program issued a check for \$3,500 to defendant BAXTER.

11. On or about October 8, 2008, Garden State issued a check for \$71,172.80, payable to defendant ANTHONY DWAYNE BAXTER and his attorney, as a result of defendant BAXTER's attempt to collect the life insurance proceeds as T.B.'s beneficiary.

12. On or about November 20, 2006, in Philadelphia, in the Eastern District of Pennsylvania, and elsewhere, defendant

ANTHONY DWAYNE BAXTER

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, a Claim Form from himself to the Pennsylvania Victims Compensation Assistance Program, which falsely represented that T.B., who had been murdered, had no life insurance policy, and that BAXTER was not a

beneficiary of any such policy, when, in fact, T.B. did have a \$100,000 life insurance policy, and BAXTER was the beneficiary.

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

A TRUE BILL:



ZANE DAVID MEMEGER
UNITED STATES ATTORNEY

GRAND JURY FOREPERSON