UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA	: Hon.
	: Crim. No. 11-
v.	
ANSELMO GENOVESE, a/k/a "SAMMY GENOVESE," PASQUALE ZINNA, a/k/a "PATTY ZINNA," and "PATRICK ZINNA," JANEEN ZINNA, ERIC HAYNBERG, ROCCO MAZZAFERRO, and VINCENZO GENOVESE, a/k/a "Uncle Vinnie"	: 18 U.S.C. §§ 371, 664, 1343, 1349, and 2, 29 U.S.C. § 186, 31 U.S.C. § 5324, and 42 U.S.C. § 408

I N D I C T M E N T

The Grand Jury in and for the District of New Jersey, sitting at Newark, charges:

COUNT 1

CONSPIRACY TO COMMIT WIRE FRAUD - NO-SHOW JOB (ROCCO MAZZAFERRO) (18 U.S.C. § 1349)

INTRODUCTION

1. At all times relevant to this Indictment:

a. 160 Broadway Corporation, doing business as "Broadway Concrete," (hereinafter "Broadway Concrete") was a construction company incorporated in the State of New York and a subcontractor at a high-rise construction project located at 77

Hudson Street, Jersey City, New Jersey (hereinafter "77 Hudson Street").

b. Defendant ANSELMO GENOVESE, a/k/a "SAMMY GENOVESE" was a resident of Staten Island, New York, and a Project Manager for Broadway Concrete at 77 Hudson Street.

c. Defendant PASQUALE ZINNA, a/k/a "PATTY ZINNA," and "PATRICK ZINNA," was a resident of Hackettstown, New Jersey, and a Project Superintendent for Broadway Concrete at 77 Hudson Street.

d. Defendant ROCCO MAZZAFERRO was a resident of Brooklyn, New York, and a member of Local 780 of the Operative Plasterers' and Cement Mason's International Association of the United States and Canada, headquartered in New York, New York (hereinafter "Local 780").

e. Defendant VINCENZO GENOVESE a/k/a "Uncle Vinnie," was a resident of Staten Island, New York and a purported retired member of Local 780 receiving pension benefits.

f. Defendant ERIC HAYNBERG, was a resident of New York, New York, and employed as a timekeeper for Broadway Concrete at 77 Hudson Street.

g. Local 780 was a "labor organization" as that term is defined in Title 29, United States Code, Sections 142(3) and 152(5). It represented, sought to represent, and would have admitted masons to membership. Local 780 represented

approximately nine hundred members, many of whom were employed at various construction projects in New York. Local 780, through its officers and agents, entered into collective bargaining agreements (hereinafter "CBAs") with employers that employed masons. These agreements contained provisions pertaining to conditions of employment, such as rates of pay and fringe benefits, and the circumstances under which an employer was obligated to use masons, and to pay into various benefit funds.

h. Local 780, through its officers, agents, employees, and representatives, also ensured that employers made contributions on behalf of Local 780's members into the Cement Masons' Local 780 Fringe Benefit Funds, which included a trust fund, pension fund, vacation fund, and annuity fund, among others (hereinafter "Local 780 Benefit Funds"). The Local 780 Benefit Funds were employee benefit plans subject to the provisions of title I of the Employee Retirement Income Security Act of 1974, Title 29, United States Code, Section 1001, et. seq.

THE CONSPIRACY

2. From on or about September 25, 2007 through on or about July 29, 2008, in the District of New Jersey and elsewhere, the defendants

ANSELMO GENOVESE,
a/k/a "SAMMY GENOVESE,"
PASQUALE ZINNA,
a/k/a "PATTY ZINNA," and
"PATRICK ZINNA,"

ERIC HAYNBERG,
ROCCO MAZZAFERRO, and
VINCENZO GENOVESE,
a/k/a "Uncle Vinnie"

did knowingly and intentionally conspire and agree to devise a scheme and artifice to defraud, and to obtain money and property by means of materially false and fraudulent pretenses, representations and promises, and for the purpose of executing such scheme and artifice to cause to be transmitted by wire communications in interstate commerce, writings, signs, signals, pictures and sounds, contrary to Title 18, United States Code, Section 1343.

OBJECT OF THE CONSPIRACY

3. The object of the conspiracy was to obtain money and property by causing Broadway Concrete to issue paychecks in the name of defendant ROCCO MAZZAFERRO in the amount of approximately $65,912 and to make benefit contributions to Local 780 Benefit Funds, on behalf of defendant ROCCO MAZZAFERRO, in the amount of approximately $58,933, based upon defendant ROCCO MAZZAFERRO's purported work as a mason at 77 Hudson Street Broadway Concrete when, in fact, he did not work at this construction project.

MANNER AND MEANS OF THE CONSPIRACY

4. Throughout the conspiracy, the defendants employed various manners and means to carry out the conspiracy and achieve

its unlawful object. Among the manners and means used by the defendants were those set forth below.

5. It was part of the conspiracy that defendants ANSELMO GENOVESE and PASQUALE ZINNA instructed Broadway Concrete timekeepers to report on company time sheets that defendant ROCCO MAZZAFERRO had worked specified hours as a mason when, in fact, he had not worked at those projects, which included 77 Hudson Street.

6. It was further part of the conspiracy that defendant PASQUALE ZINNA instructed Broadway Concrete timekeepers regarding the number of hours to record on the weekly time sheets for defendant ROCCO MAZZAFERRO on projects, which included 77 Hudson Street.

7. It was further part of the conspiracy that defendant VINCENZO GENOVESE, a/k/a "Uncle Vinnie," worked as a mason under defendant ROCCO MAZZAFERRO's name for a portion of the hours that were attributed to defendant ROCCO MAZZAFERRO on the Broadway Concrete time sheets for 77 Hudson Street.

8. It was further part of the conspiracy that defendant ERIC HAYNBERG prepared weekly time sheets that included hours for purported work by ROCCO MAZZAFERRO at 77 Hudson Street which defendant ERIC HAYNBERG would then send by facsimile from New Jersey to the Broadway Concrete payroll department in New York.

9. It was further part of the conspiracy that defendant ERIC HAYNBERG inflated the number of hours actually worked by defendant VINCENZO GENOVESE under defendant ROCCO MAZZAFERRO's name on the time sheets that he prepared and sent by facsimile to Broadway Concrete. These reported hours were thereafter used to determine the weekly paycheck amount as well as the corresponding benefit contributions due and owing to Local 780.

10. It was further part of the conspiracy that defendant VINCENZO GENOVESE would accept paychecks for his work at 77 Hudson Street that were issued in the name of defendant ROCCO MAZZAFERRO distributed at the work site by the mason shop steward.

11. It was further part of the conspiracy that defendant ROCCO MAZZAFERRO cashed or deposited into his personal bank accounts, at Commerce Bank and Chase Bank, Broadway Concrete paychecks issued in his name for his purported work at 77 Hudson Street.

All in violation of Title 18, United States Code, Section 1349.

COUNTS 2 THROUGH 12

WIRE FRAUD- NO-SHOW JOB (ROCCO MAZZAFERRO)
(18 U.S.C. § 1343)

1. The allegations set forth in Paragraphs 1 and 5 through 11 of Count 1 of this Indictment are re-alleged and incorporated as if set forth in full herein.

2. On or about the dates set forth below, in the County of Hudson, in the District of New Jersey and elsewhere, having devised a scheme and artifice to defraud and for obtaining money and property by means of materially false and fraudulent pretenses, representations, and promises, which scheme was in substance as described in Paragraphs 1 and Paragraphs 5 through 10 of Count 1 of this Indictment, defendant s

ANSELMO GENOVESE,
a/k/a "SAMMY GENOVESE,"
PASQUALE ZINNA,
a/k/a "PATTY ZINNA," and
"PATRICK ZINNA,"
ERIC HAYNBERG,
ROCCO MAZZAFERRO, and
VINCENZO GENOVESE,
a/k/a "Uncle Vinnie"

for the purpose of executing this scheme and artifice, did knowingly and intentionally transmit and cause to be transmitted by means of wire communications, in interstate commerce, writings, signs, signals, pictures, and sounds set forth below, that is, facsimiles sent from New Jersey to New York which contained the weekly time sheets and purported hours for masons

working at 77 Hudson Street, including defendant ROCCO MAZZAFERRO, on or about the dates indicated below:

Count	Date of Wire Communication
2	10/23/07
3	11/06/07
4	11/20/07
5	11/27/07
6	12/18/07
7	1/2/08
8	1/8/08
9	1/15/08
10	1/29/08
11	2/26/08
12	5/13/08

In violation of Title 18, United States Code, Section 1343 and Section 2.

COUNT 13

CONSPIRACY TO EMBEZZLE LOCAL 780 BENEFIT FUNDS VACATION/MEDICAL BENEFITS (ROCCO MAZZAFERRO) (18 U.S.C. § 371)

1. The allegations contained in Paragraph 1 and Paragraphs 5 through 11 of Count 1 of this Indictment are re-alleged and incorporated as if set forth in full herein.

THE CONSPIRACY

2. From on or about October 1, 2007 through on or about December 1, 2009, in the District of New Jersey and elsewhere, defendants

ANSELMO GENOVESE,
a/k/a "SAMMY GENOVESE,"
PASQUALE ZINNA,
a/k/a "PATTY ZINNA," and
"PATRICK ZINNA,"
ERIC HAYNBERG,
ROCCO MAZZAFERRO, and
VINCENZO GENOVESE,
a/k/a "Uncle Vinnie"

did knowingly and willfully conspire and agree to commit an offense against the United States, that is, to embezzle, steal, and unlawfully convert to their own use and the use of others, moneys, funds, premiums, credits, property and other assets of the Local 780 Benefit Funds, totaling in excess of $20,000, contrary to Title 18, United States Code, Section 664.

OBJECT OF THE CONSPIRACY

3. The object of the conspiracy was to obtain money and property by causing the Local 780 Benefit Funds to provide

medical and vacation benefits to ROCCO MAZZAFERRO and his family based upon the hours that defendant ROCCO MAZZAFERRO purportedly worked as a mason at 77 Hudson Street Broadway Concrete when, in fact, he did not perform any work at this construction project.

MANNER AND MEANS OF THE CONSPIRACY

4. It was part of the conspiracy that time sheets would be submitted to Broadway Concrete regarding 77 Hudson Street which falsely indicated that defendant ROCCO MAZZAFERRO had worked the requisite 1,000 hours during 2008 which would qualify him for medical benefits through the Local 780 Benefit Funds in calendar year 2009.

5. It was further part of the conspiracy that time sheets would be submitted to Broadway Concrete which falsely indicated that defendant ROCCO MAZZAFERRO had worked as a mason and was entitled to vacation benefits from the Local 780 Benefit Funds in calendar year 2008 based upon deductions from his paycheck.

6. It was further part of the conspiracy that defendant ROCCO MAZZAFERRO received and caused to be deposited a vacation benefit check that he received from the Local 780 Benefit Funds, based upon his purported work as a mason at 77 Hudson Street for Broadway Concrete, into his personal bank accounts at Commerce Bank.

7. It was further part of the conspiracy that defendant ROCCO MAZZAFERRO and his family obtained coverage and medical services provided by a health care plan paid for by the Local 780 Benefit Funds due to ROCCO MAZZAFERRO's purported work as a mason for Broadway Concrete at 77 Hudson Street.

OVERT ACTS

8. In furtherance of the conspiracy and in order to effect the object thereof, defendants committed and caused to be committed the following overt acts, in the District of New Jersey, and elsewhere:

a. On or about November 6, 2007, defendant ERIC HAYNBERG sent a facsimile from New Jersey to the Broadway Concrete payroll office in New York containing time sheets that falsely reported that defendant ROCCO MAZZAFERRO worked 40 hours during the week ending November 6, 2007.

b. On or about January 29, 2008, defendant ERIC HAYNBERG sent a facsimile from New Jersey to the Broadway Concrete payroll office in New York containing time sheets that falsely reported that defendant ROCCO MAZZAFERRO worked 40 hours during the week ending January 29, 2008.

c. On or about April 21, 2009, defendant ROCCO MAZZAFERRO obtained medical services which were covered and provided by Emblem Health pursuant to the health plan paid for by the Local 780 Benefit Funds.

d. On or about October 15, 2009, defendant ROCCO MAZZAFERRO obtained medical services which were covered and provided by Emblem Health pursuant to the health plan paid for by the Local 780 Benefit Funds.

In violation of Title 18, United States Code, Section 371.

COUNT 14

**EMBEZZLEMENT FROM LOCAL 780 BENEFIT FUNDS-
VACATION/MEDICAL BENEFITS (ROCCO MAZZAFERRO)
(18 U.S.C. § 664)**

1. The allegations contained in Paragraphs 1 and 5 through 11 of Count 1, and Paragraphs 2, 3 and 6 through 9 of Count 13 of this Indictment are re-alleged and incorporated as if set forth in full herein.

2. From on or about October 1, 2007 through on or about December 1, 2009, in the District of New Jersey and elsewhere, defendants

ANSELMO GENOVESE,
a/k/a "SAMMY GENOVESE,"
PASQUALE ZINNA,
a/k/a "PATTY ZINNA," and
"PATRICK ZINNA,
ERIC HAYNBERG,
ROCCO MAZZAFERRO, and
VINCENZO GENOVESE,
a/k/a "Uncle Vinnie"

knowingly embezzled, stole, and unlawfully and willfully converted to their own use and the use of others, moneys, funds, premiums, credits, property and other assets of the Local 780 Benefit Funds, totaling in excess of $20,000.

In violation of Title 18, United States Code, Section 664 and Section 2.

COUNT 15

CONSPIRACY TO EMBEZZLE LOCAL 780 BENEFIT FUNDS PENSION BENEFITS (VINCENZO GENOVESE) (18 U.S.C. § 371)

1. The allegations contained in Paragraphs 1 and 5 through 11 of Count 1, are re-alleged and incorporated as if set forth in full herein.

THE CONSPIRACY

2. From on or about October 1, 2007 through on or about June 30, 2008, in the District of New Jersey and elsewhere, defendants

ANSELMO GENOVESE,
a/k/a "SAMMY GENOVESE,"
PASQUALE ZINNA,
a/k/a "PATTY ZINNA," and
"PATRICK ZINNA,
ERIC HAYNBERG, and
VINCENZO GENOVESE,
a/k/a "Uncle Vinnie"

did knowingly and willfully conspire and agree to commit an offense against the United States, that is, to embezzle, steal, and unlawfully convert to their own use and the use of others, moneys, funds, premiums, credits, property and other assets of the Local 780 Benefit Funds, totaling in excess of $9,200, contrary to Title 18, United States Code, Section 664.

OBJECT OF THE CONSPIRACY

3. The object of the conspiracy was to obtain money and property by causing the Local 780 Benefit Funds to make

monthly pension benefit payments to defendant VINCENZO GENOVESE despite the fact that he had worked as a mason at 77 Hudson Street for more than 39 hours during certain months that he received pension benefit payments, and was, therefore, not entitled to receive pension benefit payments.

MANNER AND MEANS OF THE CONSPIRACY

4. It was part of the conspiracy that the defendants caused time sheets to be submitted to Broadway Concrete which falsely represented that defendant ROCCO MAZZAFERRO was working as a mason at 77 Hudson Street when, in fact, defendant VINCENZO GENOVESE was working under defendant ROCCO MAZZAFERRO's name for a portion of those hours.

5. It was further part of the conspiracy that, in order to conceal his employment at 77 Hudson Street from the Local 780 Benefit Funds, defendant VINCENZO GENOVESE would accept paychecks for his work at 77 Hudson Street issued in the name of defendant ROCCO MAZZAFERRO which were distributed at the work site by the mason shop steward.

OVERT ACTS

6. In furtherance of the conspiracy and in order to effect the object thereof, defendants committed and caused to be committed the following overt acts in the District of New Jersey, and elsewhere:

a. On or about November 6, 2007, defendant ERIC HAYNBERG sent a facsimile from New Jersey to the Broadway Concrete payroll office in New York containing time sheets that falsely reported that defendant ROCCO MAZZAFERRO worked 40 hours during the week ending November 6, 2007.

b. On or about January 29, 2008, defendant ERIC HAYNBERG sent a facsimile from New Jersey to the Broadway Concrete payroll office in New York containing time sheets that falsely reported that defendant ROCCO MAZZAFERRO worked 40 hours during the week ending January 29, 2008.

c. On or about the week ending December 18, 2007, defendant VINCENZO GENOVESE worked as a mason for Broadway Concrete at 77 Hudson Street under the name of defendant ROCCO MAZZAFERRO for a total of forty hours.

d. On or about the week ending May 20, 2008, defendant VINCENZO GENOVESE worked as a mason for Broadway Concrete at 77 Hudson Street under the name of defendant ROCCO MAZZAFERRO for a total of forty hours.

In violation of Title 18, United States Code, Section 371.

COUNT 16

EMBEZZLEMENT FROM LOCAL 780 BENEFIT FUNDS
PENSION FUNDS - VINCENZO GENOVESE
(18 U.S.C. § 664)

1. The allegations contained in Paragraphs 1 and 5 through 11 of Count 1 and Paragraphs 3 through 6 of Count 15 of this Indictment are re-alleged and incorporated as if set forth in full herein.

2. From on or about October 1, 2007 through on or about June 30, 2008, in the District of New Jersey and elsewhere, defendants

ANSELMO GENOVESE,
a/k/a "SAMMY GENOVESE,"
PASQUALE ZINNA,
a/k/a "PATTY ZINNA," and
"PATRICK ZINNA, and
ERIC HAYNBERG, and
VINCENZO GENOVESE,
a/k/a "Uncle Vinnie"

knowingly embezzled, stole, and unlawfully and willfully converted to their own use and the use of others, moneys, funds, premiums, credits, property and other assets of the Local 780 Benefit Funds, totaling in excess of $9,200.

In violation of Title 18, United States Code, Section 664 and Section 2.

COUNT 17

CONSPIRACY TO COMMIT WIRE FRAUD
NO-SHOW JOB (JANEEN ZINNA)
(18 U.S.C. § 1349)

1. The allegations contained in Paragraphs 1(a) through 1(c) and 1(g) through (h) of Count 1 of the Indictment are re-alleged and incorporated as if set forth in full herein.

2. Defendant JANEEN ZINNA was a resident of Hackettstown, New Jersey and the wife of defendant PASQUALE ZINNA.

THE CONSPIRACY

3. From on or about September 28, 2006 through on or about July 1, 2008, in the County of Hudson, in the District of New Jersey and elsewhere, the defendants

PASQUALE ZINNA,
a/k/a "PATTY ZINNA," and
"PATRICK ZINNA,"
JANEEN ZINNA, and
ERIC HAYNBERG,

did knowingly and intentionally conspire and agree to devise a scheme and artifice to defraud, and to obtain money and property by means of materially false and fraudulent pretenses, representations and promises, and for the purpose of executing such scheme and artifice to cause to be transmitted by wire communications in interstate commerce, writings, signs, signals, pictures and sounds, contrary to Title 18, United States Code, Section 1343.

OBJECT OF THE CONSPIRACY

4. The object of the scheme and artifice to defraud was to obtain money and property by causing Broadway Concrete to issue more than $221,197 in paychecks to defendant JANEEN ZINNA and make more than $182,954.20 in benefit contributions to Local 780 Benefit Funds on behalf of defendant JANEEN ZINNA, based upon defendant JANEEN ZINNA's purported work as a mason at 77 Hudson Street Broadway Concrete when, in fact, she did not perform any work at this project.

MANNER AND MEANS OF THE CONSPIRACY

5. Throughout the conspiracy, the defendants employed various manners and means to carry out the conspiracy and achieve its unlawful object. Among the manners and means used by the defendants were those set forth below:

6. It was part of the conspiracy that defendant PASQUALE ZINNA arranged for his wife defendant JANEEN ZINNA to apply for membership in Local 780.

7. It was further part of the conspiracy that on or about September 28, 2006, defendant JANEEN ZINNA traveled to the offices of Local 780 in Whitestone, New York and completed the necessary paperwork for membership in Local 780.

8. It was further part of the conspiracy that defendant PASQUALE ZINNA instructed Broadway Concrete timekeepers to report on company time sheets that defendant JANEEN ZINNA had

worked specified hours as a mason when in fact she had not worked at those projects, including 77 Hudson Street.

10. It was further part of the conspiracy that defendant ERIC HAYNBERG prepared time sheets each week that included purported hours for defendant JANEEN ZINNA's work as a mason at 77 Hudson Street which he would then send by facsimile from New Jersey to the Broadway Concrete payroll department in New York.

11. It was further part of the conspiracy that defendants PASQUALE ZINNA and JANEEN ZINNA would deposit the Broadway Concrete paychecks issued to defendant JANEEN ZINNA for her purported work at 77 Hudson Street into their joint and individual bank accounts at Commerce Bank and First Hope Bank.

All in violation of Title 18, United States Code, Section 1349.

COUNTS 18 THROUGH 29

WIRE FRAUD - NO SHOW JOB (JANEEN ZINNA)
(18 U.S.C. § 1343)

1. The allegations set forth in Paragraphs 1(a) through (c) and 1(g) through (h) of Count 1 and Paragraphs 4 through 11 of Count 17 of this Indictment are re-alleged and incorporated as if set forth in full herein.

2. On or about the dates set forth below, in the District of New Jersey and elsewhere, having devised a scheme and artifice to defraud and for obtaining money and property by means of materially false and fraudulent pretenses, representations, and promises, which scheme was in substance as described in Paragraphs 4 through 11 of Count 17 of this Indictment, defendants

PASQUALE ZINNA,
a/k/a "PATTY ZINNA," and
"PATRICK ZINNA,"
JANEEN ZINNA, and
ERIC HAYNBERG,

for the purpose of executing this scheme and artifice, did knowingly and intentionally transmit and cause to be transmitted by means of wire communications, in interstate commerce, certain writings, signs, signals, pictures, and sounds, that is, facsimiles sent from New Jersey to New York that contained the weekly time sheets and purported hours for masons, including defendant JANEEN ZINNA, working at 77 Hudson Street, on the dates

indicated below:

Count	Date of Wire Communication
18	8/14/07
19	10/23/07
20	11/06/07
21	11/20/07
22	11/27/07
23	12/18/07
24	1/2/08
25	1/8/08
26	1/15/08
27	1/29/08
28	2/26/08
29	5/13/08

In violation of Title 18, United States Code, Section 1343 and Section 2.

COUNT 30

CONSPIRACY TO EMBEZZLE LOCAL 780 BENEFIT FUNDS VACATION/MEDICAL BENEFITS (JANEEN ZINNA) (18 U.S.C. § 371)

1. The allegations contained in Paragraph 1 and 5 through 10 of Count 1 and Paragraphs 2 and 3 of Count 13 of this Indictment are re-alleged and incorporated as if set forth in full herein.

THE CONSPIRACY

2. From on or about September 28, 2006 through on or about December 1, 2009, in the District of New Jersey and elsewhere, defendants

PASQUALE ZINNA,
a/k/a "PATTY ZINNA," and
"PATRICK ZINNA,"
JANEEN ZINNA, and
ERIC HAYNBERG,

did knowingly and willfully conspire and agree to commit an offense against the United States, that is, to embezzle, steal, and unlawfully convert to their own use and the use of others, moneys, funds, premiums, credits, property and other assets of the Local 780 Benefit Funds, totaling in excess of $77,600, contrary to Title 18, United States Code, Section 664.

OBJECT OF THE CONSPIRACY

3. The object of the conspiracy was to obtain money and property by causing Local 780 Benefit Funds to provide medical and vacation benefits to defendants PASQUALE and JANEEN

ZINNA and their family based upon the number of hours that defendant JANEEN ZINNA purportedly worked as a mason at 77 Hudson Street Broadway Concrete when, in fact, she did not perform any work at this construction project.

MANNER AND MEANS OF THE CONSPIRACY

4. It was part of the conspiracy that the defendants would cause time sheets to be submitted to Broadway Concrete regarding 77 Hudson Street which falsely indicated that defendant JANEEN ZINNA had worked the requisite 1,000 hours during 2007 and 2008 to qualify her for medical benefits through the Local 780 Benefit Funds in calendar years 2008 and 2009.

5. It was further part of the conspiracy that the defendants would cause time sheets to be submitted to Broadway Concrete which falsely represented that defendant JANEEN ZINNA had actually worked as a mason and was entitled to vacation benefits from the Local 780 Benefit Funds in calendar years 2007 and 2008 based upon deductions from her paycheck.

6. It was further part of the conspiracy that defendants JANEEN and PASQUALE ZINNA would receive and deposit vacation benefit checks attributable to defendant JANEEN ZINNA's purported work as a mason for Broadway Concrete into their joint bank account at Commerce Bank.

7. It was further part of the conspiracy that defendants JANEEN and PASQUALE ZINNA would obtain coverage and

medical services pursuant to a health care plan paid for by the Local 780 Benefit Funds due to JANEEN ZINNA's purported work as a mason for Broadway Concrete.

OVERT ACTS

8. In furtherance of the conspiracy and in order to effect the object thereof, defendants committed and caused to be committed the following overt acts in the District of New Jersey, and elsewhere:

a. On or about August 12, 2007, defendant PASQUALE ZINNA deposited a check in the net amount of $5,982 issued by the Cement Masons Local 780 Vacation Fund and payable to defendant JANEEN ZINNA into the ZINNAs' joint bank account.

b. On or about November 6, 2007, defendant ERIC HAYNBERG sent a facsimile from New Jersey to the Broadway Concrete payroll office in New York containing time sheets that falsely reported that defendant JANEEN ZINNA worked 40 hours plus an additional 20 hours of overtime at 77 Hudson Street during the week ending November 6, 2007.

c. On or about January 23, 2008, defendant JANEEN ZINNA obtained medical services which were covered and provided by Empire Blue Cross/Blue Shield pursuant to the health plan paid for by Local 780.

d. On or about January 29, 2008, defendant ERIC HAYNBERG sent a facsimile from New Jersey to the Broadway

Concrete payroll office in New York containing time sheets that falsely reported that defendant JANEEN ZINNA worked 40 hours plus an additional 20 hours of overtime at 77 Hudson Street during the week ending January 29, 2008.

e. On or about February 9, 2008, defendant PASQUALE ZINNA deposited a check in the net amount of $14,598 issued by the Cement Masons Local 780 Vacation Fund and payable to defendant JANEEN ZINNA into the ZINNAs' joint bank account.

f. On or about January 14, 2009, defendant PASQUALE ZINNA obtained medical services which were covered by Empire Blue Cross/Blue Shield pursuant to the health plan paid for by Local 780.

In violation of Title 18, United States Code, Section 371.

COUNT 31

EMBEZZLEMENT FROM LOCAL 780 BENEFIT FUNDS VACATION/MEDICAL BENEFITS (JANEEN ZINNA) (18 U.S.C. § 664)

1. The allegations contained in Paragraph 1 of Count 1 and Paragraphs 2, 3 and 4 through 8 of Count 30 of this Indictment are re-alleged and incorporated as if set forth in full herein.

2. From on or about September 28, 2006 through on or about December 1, 2009, in the District of New Jersey and elsewhere, defendants

PASQUALE ZINNA,
a/k/a "PATTY ZINNA," and
"PATRICK ZINNA,"
JANEEN ZINNA, and
ERIC HAYNBERG,

knowingly embezzled, stole, and unlawfully and willfully converted to their own use and the use of others, moneys, funds, premiums, credits, property and other assets of the Local 780 Benefit Funds, totaling in excess of $77,600.

In violation of Title 18, United States Code, Section 664 and Section 2.

COUNT 32

SOCIAL SECURITY FRAUD
(42 U.S.C. § 408)

1. The allegations contained in Paragraphs 1(a) and 1(c) of Count 1 of this Indictment are re-alleged and incorporated as if set forth in full herein.

2. The Social Security Administration ("SSA") is a department and agency of the United States that is, among other things, responsible for administering the Disability Insurance Benefits Program ("DIB").

3. On or about February 22, 1999, defendant PASQUALE ZINNA filed an application for Disability Insurance Benefits with the SSA, claiming that, as of March 15, 1996, he was disabled and unable to work due to a back injury. By filing the application, defendant PASQUALE ZINNA agreed to notify the SSA if there was any improvement in his medical condition or if he regained the ability to work.

4. On or about March 5, 2006, defendant PASQUALE ZINNA completed and signed a Report of Continuing Disability Interview in which he represented that he was still unable to work due to his alleged disabling medical condition.

5. On or about August 1, 2008, defendant PASQUALE ZINNA completed and signed a Work Activity Report in which he claimed that the months of June and July 2008 were the only

months that he had earned more than $200 or worked more than 40 hours since March 1996.

6. Although defendant PASQUALE ZINNA had engaged in substantial work activity and employment since at least as early as September 2005, which made him ineligible for Social Security Disability Insurance Benefits, he failed to advise the SSA of such employment and work, took steps to conceal it by having his paychecks from Broadway Concrete issued in the name of others, and continued to receive monthly disability payments until May 2009 to which he was not entitled, which totaled approximately $101,000.

7. From in or about September 2005 through in or about May 2009, in the District of New Jersey, and elsewhere, the defendants

PASQUALE ZINNA,
a/k/a "PATTY ZINNA," and
"PATRICK ZINNA," and
JANEEN ZINNA,

in a matter within the jurisdiction of the Social Security Administration, having knowledge of events affecting defendant PASQUALE ZINNA's continued right to Disability Insurance Benefits, knowingly concealed and failed to disclose such events with an intent to fraudulently secure payment in a greater amount than what was due, and when no payment was authorized.

In violation of Title 42, United States Code, Section 408(a)(4) and Title 18, United States Code, Section 2.

COUNT 33

STRUCTURING FINANCIAL TRANSACTIONS
(31 U.S.C. § 5324(a)(3))

1. The allegations contained in Paragraphs 1(a) of Count 1 of this Indictment are re-alleged and incorporated as if set forth in full herein.

2. At all times relevant to this Indictment:

a. Commerce Bank was a domestic financial institution within the meaning of Title 31, United States Code, Section 5313(a), and Title 31, Code of Federal Regulations, Sections 103.11, now codified at Title 31, Code of Federal Regulations, Section 1010.100.

b. Title 31, United States Code, Section 5313(a), and Title 103.22(b), now codified at Title 31, Code of Federal Regulations, Section 1010.311, required that each domestic financial institution file a Currency Transaction Report with the Internal Revenue Service as to each deposit, withdrawal, exchange of currency, or other payment and transfer, by, through, or to such financial institution that involved a transaction of currency of more than $10,000.00.

c. Defendant PASQUALE ZINNA maintained a personal checking account with his wife defendant JANEEN ZINNA, at the Budd Lake branch of Commerce Bank, Hackettstown, New Jersey (hereinafter "Zinna account") into which he deposited hundreds of checks, including third-party checks issued by Broadway Concrete

to defendant ANSELMO GENOVESE as well as checks issued by Broadway Concrete to defendant JANEEN ZINNA.

3. From on or about December 11, 2006 to on or about March 20, 2008, in the District of New Jersey, and elsewhere, defendant

PASQUALE ZINNA,
a/k/a "PATTY ZINNA,"and
"PATRICK ZINNA,

for the purpose of evading the reporting requirements of Title 31, United States Code, Section 5313(a) and the regulations issued thereunder, knowingly structured, assisted in structuring, and attempted to structure and assist in structuring, transactions with domestic financial institutions, namely, Commerce Bank, by withdrawing approximately $408,000 in United States currency in approximately 89 separate transactions, each in amounts that were not more than $10,000.

In violation of Title 31, United States Code, Sections 5324(a)(3) and (d)(1), and Title 18 United States Code, Section 2.

FIRST FORFEITURE ALLEGATION

1. The grand jury re-alleges and incorporates by reference the allegations contained in all paragraphs of Counts 2 through 12, and 18 through 29 of this Indictment for the purpose of noticing forfeitures pursuant to Title 18, United States Code, Section 2461(c).

2. The United States hereby gives notice to the defendants charged in Counts 2 through 12, and 18 through 29 of this Indictment, that, upon conviction of the offenses charged in those counts, the government will seek forfeiture, in accordance with Title 28, United States Code, Section 2461(c), and Title 18, United States Code, Section 981(a)(1)(C), of any and all property, real or personal, that constitutes or is derived from proceeds traceable to the violations of Title 18, United States Code, Sections 1343, alleged in Counts 2 through 12, and 18 through 29 of this Indictment.

3. If by any act or omission of the defendant, any of the property subject to forfeiture described in paragraph 2 herein:

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 subdivided without difficulty,

it is the intent of the United States, pursuant to 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 described above in paragraph 2 pursuant to Title 28, United States Code, Section 2461(c), and Title 18, United States Code, Section 981(a)(1)(C).

SECOND FORFEITURE ALLEGATION

1. The grand jury re-alleges and incorporates by reference the allegations contained in all paragraphs of Count 33 of this Indictment for the purpose of noticing forfeitures pursuant to Title 31, United States Code, Section 5317(c)(1).

2. The United States hereby gives notice to defendant PASQUALE ZINNA, a/k/a "PATTY ZINNA," and "PATRICK ZINNA," that, upon conviction of the offense charged in Count 33, the defendant shall forfeit to the United States any and all property, real or personal, that constitutes or is derived from proceeds traceable to the violation of Title 31, United States Code, Section 5324, alleged in Count 33 of this Indictment. That forfeitable property includes, but is not limited to, $422,000 in United States currency and all property traceable thereto, in that such sum in aggregate is property that was involved in an offense in violation of Title 31, United States Code, Section 5324, and is traceable to such property.

3. If by any act or omission of the defendant, any of the property subject to forfeiture described in paragraph 2 herein:

a. cannot be located upon the exercise of due diligence;

b. has been transferred or sold to, or deposited with, a third party,

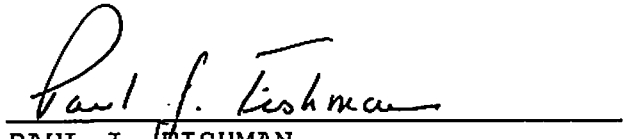
c. has been placed beyond the jurisdiction of the court,

d. has been substantially diminished in value; or

e. has been commingled with other property which cannot be subdivided without difficulty,

it is the intent of the United States, pursuant to Title 31, United States Code, Section 5317(c)(1), to seek forfeiture of any other property of the defendant up to the value of the property described above in paragraph 2.

A TRUE BILL



PAUL J. FISHMAN,
United States Attorney

CASE NUMBER: ____

United States District Court
District of New Jersey

UNITED STATES OF AMERICA

v.

ANSELMO GENOVESE, AKA "SAMMY GENOVESE"
PASQUALE ZINNA, AKA "PATTY ZINNA", and
"PATRICK ZINNA"
JANEEN ZINNA
ERIC HAYNBERG
ROCCO MAZZAFERRO, AND
VINCENZO GENOVESE, AKA "UNCLE VINNIE"

INDICTMENT

18 U.S.C. § 371, 664, 1343, 1349 & 2
29 U.S.C. § 186
31 U.S.C. § 5324 and
42 U.S.C. § 408

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