

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
11-60123-CR-DIMITROULEAS/SNOW
CASE NO.

18 U.S.C. §371
18 U.S.C. §1343

UNITED STATES OF AMERICA,

Plaintiff,

v.

CURTIS RENIE, and
WILLIAM CORTE,

Defendants.

INFORMATION

The United States Attorney charges that, at all times relevant to this Information:

GENERAL ALLEGATIONS

1. Rothstein, Rosenfeldt and Adler, P.A. (hereinafter referred to as "RRA") was a law firm with offices located at 401 East Las Olas Boulevard, Fort Lauderdale, Florida and elsewhere. The law firm employed approximately seventy attorneys and engaged in the practice of law involving a wide range of specialties, including labor and employment law.
2. In or about August 2005 defendant CURTIS RENIE (hereafter referred to as "RENIE") was hired by RRA as the firm's chief of information technology.
3. In or about February 2006 defendant WILLIAM CORTE (hereafter referred to as "CORTE") was hired by RRA as an information technology specialist.
4. Scott W. Rothstein (hereinafter referred to as "Rothstein") was an attorney and the Chief Executive Officer (CEO) and Chairman of RRA.

5. TD Bank, N.A., (hereinafter referred to as "TD Bank") was a large commercial bank with branch offices in 13 states, including offices in Weston, Florida and Deerfield Beach, Florida. The executive offices of TD Bank were located in Portland, Maine and Cherry Hill, New Jersey.

6. Rothstein and RRA maintained approximately 38 bank accounts at TD Bank, which were utilized during the course of the fraudulent investment scheme further described below.

7. During the course of the investment scheme further described below, funds were submitted from and paid to investors by TD Bank through wire transfers that were transmitted in interstate and foreign commerce.

8. Dreamweaver is a software program that allows the user to edit and otherwise change the information contained in a web page.

COUNT 1

(Conspiracy to Commit Wire Fraud, 18 U.S.C. §371)

1. The General Allegations of this Information, numbered 1 through 8, are realleged and expressly incorporated herein as if set forth in full.

2. From in or about December 2008 through in or about November 2009, in Broward County in the Southern District of Florida and elsewhere, the defendants,

CURTIS RENIE, and
WILLIAM CORTE

did knowingly and willfully combine, conspire, confederate, and agree with Rothstein and with other persons known and unknown to the United States Attorney to commit an offense against the United States of America, that is, to devise and intend to devise a scheme and artifice to defraud and for obtaining money and property by means of false and fraudulent pretenses, representations, and promises, and, for the purpose of executing, and attempting to execute, such scheme and artifice to

defraud and for obtaining money and property by means of false and fraudulent pretenses, representations, and promises, to knowingly transmit and cause to be transmitted by means of wire communication in interstate and foreign commerce, certain signs, signals, and sounds, in violation of Title 18, United States Code, Section 1343 (Wire Fraud).

The Purpose and Object of the Conspiracy

3. The purpose and object of the conspiracy was to enrich the members of the conspiracy by various means, including obtaining investors' money for their own use and benefit and the benefit of others through the operation of a fraudulent investment scheme.

The Manner and Means of the Conspiracy

THE FRAUDULENT INVESTMENT SCHEME

4. It was part of the conspiracy that, beginning in or about 2007, Rothstein and other co-conspirators began operating a fraudulent investment scheme.

5. It was further part of the conspiracy that the potential investors in the fraudulent investment scheme were informed that either RRA and firms affiliated with RRA represented potential plaintiffs (hereinafter referred to as "plaintiffs") in sexual harassment, discrimination and/or whistle-blower suits and that settlements of these claims had been negotiated prior to filing law suits.

6. It was further part of the conspiracy that potential investors were informed that, pursuant to the aforesaid settlement agreements, the terms thereof were to remain confidential.

7. It was further part of the conspiracy that potential investors were informed that the plaintiffs would accept discounted lump-sum payments, that the investors would fund the lump-sum payments to the plaintiffs, and that, in exchange, potential investors would receive the installment payments due and owing to the plaintiffs under the terms of the negotiated settlement agreements.

8. It was further part of the conspiracy that the potential investors were informed by Rothstein and other co-conspirators that pools of confidential settlement agreements were available for purchase in amounts ranging from hundreds of thousands of dollars to millions of dollars.

9. It was further part of the conspiracy that potential investors were told that the amounts due the plaintiffs were paid into trust accounts at TD Bank controlled by Rothstein and RRA, and that said funds would only be utilized to pay the potential investors.

10. It was further part of the conspiracy that, in fact, there were no such plaintiffs who had entered into the above-described confidential settlement agreements. Instead, Rothstein would utilize the funds obtained from potential investors to further the fraudulent scheme by (a) paying prior investors in the scheme; (b) supplementing and supporting the operation and activities of RRA; (c) distributing lavish gifts, including exotic automobiles, jewelry, boats, loans, cash and bonuses, to individuals and members of RRA in order to engender goodwill and loyalty and to create the appearance of a successful law firm; (d) making political contributions to local, state and federal political candidates in order to secure the elections of public officials; (e) making large charitable contributions to public and private charitable institutions, including hospitals and other legitimate charitable and nonprofit organizations, in order to deflect any negative scrutiny by the public and/or law enforcement agencies and to create the public impression of altruism and commitment to the community; and (f) creating the appearance of affluence and wealth, by purchasing expensive real and personal property, in order to convince potential investors of the legitimacy of RRA and of the purported investment opportunities.

THE COCONSPIRATORS

11. It was further part of the scheme that, at different times, Rothstein would utilize co-conspirators to assist him in carrying out various aspects of the fraudulent investment scheme, including the following: attorneys, who would falsely claim to represent the plaintiffs in the sexual harassment, discrimination, and/or whistle-blower suits; bank officials, who would provide false documents and other misleading information to investors in order to make it appear that the funds purportedly being held in the trust accounts for the plaintiffs had not been dissipated; “independent verifiers,” who would purport to verify that the persons and entities entering into the confidential settlement agreements were genuine and that there were sufficient funds in the trust accounts at TD Bank to pay the investors; accountants and/or bookkeepers, who would transfer funds between the various trust accounts and other bank accounts in order to perpetuate the fraudulent investment scheme; computer experts, who would create a fake web site in order to make it appear to investors that there were hundreds of millions of dollars in the TD Bank accounts and that the funds purportedly being held in the trust accounts for the plaintiffs had not been dissipated; office workers at RRA, who would create false documents in connection with the purported confidential settlement agreements; persons who would pose as the purported plaintiffs claiming to be entitled to a settlement from the litigation; and financial advisors, who would induce investors through fraudulent misrepresentations to send hundreds of millions of dollars to Rothstein to purchase the fraudulent confidential settlement agreements.

COMPUTER EXPERTS

12. It was further part of the conspiracy that investors and their representatives, both before and after having invested in the fraudulent scheme, would perform due diligence in an attempt

to verify that funds were being held in trust accounts at TD Bank in accordance with the terms of their investments.

13. It was further part of the conspiracy that, in or about December 2008, Rothstein offered RENIE and CORTE \$5,000 if they would copy the TD Bank web site to the RRA computer.

14. It was further part of the conspiracy that, in or about early 2009, defendant CORTE copied the TD Bank web site to the file server at RRA.

15. It was further part of the conspiracy that, when the copied TD Bank web site was viewed from a computer inside RRA's office, one could access a copy of the account information for the accounts that Rothstein held at TD Bank as of the date the web site was copied.

16. It was further part of the conspiracy that after CORTE copied the TD Bank web site it looked nearly identical to the actual TD Bank web site, except that the stock ticker did not function, the account information did not appear when the password was inputted on the log in page, and the RRA file name and file location appeared on the address bar of the internet browser.

17. It was further part of the conspiracy that Rothstein asked defendants RENIE and CORTE to make changes to the fake TD Bank web site.

18. It was further part of the conspiracy that, at the request of Rothstein, defendant CORTE eliminated the address bar of the browser of the web site so that the file name and location no longer appeared.

19. It was further part of the conspiracy that defendant CORTE modified the web page's coding so that, no matter what password was entered, the account information appeared.

20. It was further part of the conspiracy that, at the request of Rothstein, defendant RENIE would manually update the stock ticker and the clock on the copied web site to make it appear to be the actual TD Bank web site.

21. It was further part of the conspiracy that, in 2009, both RENIE and CORTE were paid \$5,000 for copying the TD Bank web site.

22. It was further part of the conspiracy that, on at least seven occasions, from in or about early 2009 through in or about October 2009, Rothstein provided RENIE and CORTE with a copy of bank account information from TD Bank with new balances written beside the printed balances and Rothstein asked RENIE and CORTE to adjust the account statement on the fake TD Bank web site to reflect the new balances.

23. It was further part of the conspiracy that, from in or about early 2009 through in or about October 2009, RENIE and CORTE, at the request of Rothstein, would modify the account information shown on the web site to include incoming and outgoing wire transfers and other information in order to falsely reflect that the TD Bank accounts of Rothstein held hundreds of millions of dollars.

24. It was further part of the conspiracy that, RENIE and CORTE, in order to assist in making modifications to the fake TD Bank web site, installed the Dreamweaver software program on both their computers.

25. It was further part of the conspiracy that, after RENIE and CORTE created and modified the fake TD Bank web site, Rothstein brought at least three investors to the RRA office and accessed the fake TD Bank web site for those investors, which falsely reflected that RRA held between \$300 million and \$1.1 billion on deposit at TD Bank.

26. It was further part of the conspiracy that investors, relying in part on the false account information reflected in the fake TD Bank web site, invested in excess of \$35 million.

27. It was further part of the conspiracy that, on or about October 31, 2009 and November 1, 2009, after Rothstein's fraudulent investment became known to others, RENIE deleted the fake TD Bank website from RRA's server and all the e-mails that he could find that referred to the TD Bank web site, and uninstalled the Dreamweaver program that had been used to modify the fake TD Bank web site.

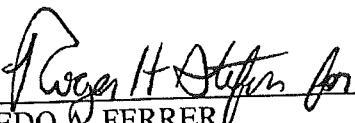
28. It was further part of the conspiracy that on or about November 2, 2009, CORTE uninstalled from his computer the Dreamweaver program that had been used to modify the fake TD Bank web site.

OVERT ACTS

In furtherance of the conspiracy and to achieve the purpose and object thereof, the defendants and their coconspirators committed and caused to be committed in the Southern District of Florida and elsewhere, at least one of the following acts, among others:

1. On or about September 16, 2009, Rothstein sent an e-mail to RENIE and CORTE telling them to add a new account to the fake TD Bank web site with a balance of \$20 million.
2. On or about September 17, 2009, Rothstein sent an e-mail to RENIE and CORTE requesting them to update a TD Bank account on the fake web site and to reflect a balance for that account of \$60 million.
3. On or about September 25, 2009, RENIE sent an e-mail to Rothstein stating that he was done updating a TD Bank account on the fake web site.

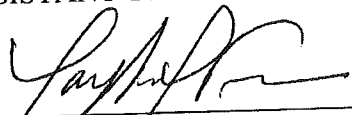
All in violation of Title 18, United States Code, Section 371.



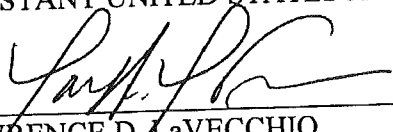
WIFREDO A. FERRER
UNITED STATES ATTORNEY



JEFFREY N. KAPLAN
ASSISTANT UNITED STATES ATTORNEY



PAUL F. SCHWARTZ
ASSISTANT UNITED STATES ATTORNEY



LAWRENCE D. LaVECCHIO
ASSISTANT UNITED STATES ATTORNEY