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Approved:


JOSEPH P. FACCIPONTI
CHRISTOPHER B. HARWOOD
Assistant United States Attorneys

Before:

HONORABLE JAMES C. FRANCIS IV
United States Magistrate Judge
Southern District of New York

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UNITED STATES OF AMERICA

: SEALED COMPLAINT

-v.-

: Violations of
18 U.S.C. §§ 1349 & 371

MICHAEL LOGAN,

:

Defendant.

: COUNTIES OF OFFENSE:
NEW YORK & THE BRONX

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SOUTHERN DISTRICT OF NEW YORK, ss.:

BERNARDO STABILE, being duly sworn, deposes and says that he is a Special Agent with the United States Department of Education ("USDOE"), and charges:

COUNT ONE

(Conspiracy to Commit Mail Fraud and Wire Fraud)

1. From in or about 2005, up to and including in or about 2012, in the Southern District of New York and elsewhere, MICHAEL LOGAN, the defendant, together with others known and unknown, willfully and knowingly, combined, conspired, confederated, and agreed together and with each other to violate Title 18, United States Code, Sections 1341 and 1343, to wit, from in or about 2005 through in or about 2012, MICHAEL LOGAN, the defendant, while employed by a tutoring company located in New York, New York, conspired with others to falsify attendance records to make it appear that more students had received afterschool tutoring at two public high schools in the Bronx, New York, than had, in fact, received tutoring, so that the tutoring company could bill for more funds than it was entitled to receive from the United States Department of Education.

2. It was a part and an object of the conspiracy that MICHAEL LOGAN, the defendant, and others known and unknown, willfully and knowingly, having devised and intending 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 such scheme and artifice and attempting to do so, would and did place and cause to be placed in post offices and authorized depositories for mail matter, matters and things to be sent and delivered by the Postal Service, and deposit and cause to be deposited matters and things to be sent and delivered by private and commercial interstate carriers, and take and receive therefrom such matters and things, and knowingly cause to be delivered, by mail and such carriers according to direction thereon, and at the places at which they were directed to be delivered by the persons to whom they were addressed, such matters and things, in violation of Title 18, United States Code, Section 1341.

3. It was further a part and an object of the conspiracy that MICHAEL LOGAN, the defendant, and others known and unknown, willfully and knowingly, having devised and intending to devise a scheme and artifice to defraud, and for obtaining money and property by means of false and fraudulent pretenses, representations, and promises, would and did transmit and cause to be transmitted by means of wire communication in interstate and foreign commerce, writings, signs, signals, and sounds for the purpose of executing such scheme and artifice to defraud, in violation of Title 18, United States Code, Section 1343.

Overt Acts

4. In furtherance of the conspiracy, and to effect the illegal objects thereof, the following overt acts, among others, were committed in the Southern District of New York and elsewhere:

a. In or about 2005 or in or about 2006, MICHAEL LOGAN, the defendant, advised an individual ("Tutor-1") to falsely claim that Tutor-1 had provided afterschool tutoring in English to students at a public high school in the Bronx, New York.

b. From at least in or about the 2009/2010 academic year through in or about the 2010/2011 academic year,

Tutor-1 falsely claimed to provide afterschool tutoring in English at a public high school in the Bronx, New York, when Tutor-1 had not, in fact, provided any tutoring services.

c. In or about the 2008/2009 academic year, LOGAN instructed several individuals ("Tutor-2," "Aide-1," and "Aide-2") and others to cause students at a public high school in the Bronx, New York, who had not received any afterschool tutoring to sign attendance forms falsely claiming that they had, in fact, received such tutoring.

d. In or about the 2008/2009 academic year, Tutor-2, Aide-1, Aide-2, and others caused students at a public high school in the Bronx, New York, who had not received any afterschool tutoring to sign attendance forms falsely claiming that they had, in fact, received such tutoring.

e. From in or about the 2005/2006 academic year through in or about the 2011/2012 academic year, LOGAN caused to be delivered to TestQuest's offices in New York, New York, attendance records that falsely showed that more students had received afterschool tutoring at public high schools in the Bronx, New York, than had, in fact, received such tutoring.

(Title 18, United States Code, Section 1349.)

COUNT TWO

(Conspiracy to Defraud the United States)

5. From in or about 2005, up to and including in or about 2012, in the Southern District of New York and elsewhere, MICHAEL LOGAN, the defendant, together with others known and unknown, willfully and knowingly, combined, conspired, confederated, and agreed together and with each other to defraud the United States and an agency thereof, to wit, from in or about 2005 through in or about 2012, MICHAEL LOGAN, the defendant, while employed by a tutoring company located in New York, New York, conspired with others to falsify attendance records to make it appear that more students had received afterschool tutoring at two public high schools in the Bronx, New York, than had, in fact, received tutoring, so that the tutoring company could bill for more funds than it was entitled to receive from the United States Department of Education.

Overt Acts

6. In furtherance of the conspiracy, and to effect the illegal object thereof, the following overt acts, among others, were committed in the Southern District of New York and elsewhere:

a. In or about 2005 or in or about 2006, MICHAEL LOGAN, the defendant, advised an individual ("Tutor-1") to falsely claim that Tutor-1 had provided afterschool tutoring in English to students at a public high school in the Bronx, New York.

b. From at least in or about the 2009/2010 academic year through in or about the 2010/2011 academic year, Tutor-1 falsely claimed to provide afterschool tutoring in English at a public high school in the Bronx, New York, when Tutor-1 had not, in fact, provided any tutoring services.

c. In or about the 2008/2009 academic year, LOGAN instructed several individuals ("Tutor-2," "Aide-1," and "Aide-2") and others to cause students at a public high school in the Bronx, New York, who had not received any afterschool tutoring to sign attendance forms falsely claiming that they had, in fact, received such tutoring.

d. In or about the 2008/2009 academic year, Tutor-2, Aide-1, Aide-2, and others caused students at a public high school in the Bronx, New York, who had not received any afterschool tutoring to sign attendance forms falsely claiming that they had, in fact, received such tutoring.

e. From in or about the 2005/2006 academic year through in or about the 2011/2012 academic year, LOGAN caused to be delivered to TestQuest's offices in New York, New York, attendance records that falsely showed that more students had received afterschool tutoring at public high schools in the Bronx, New York, than had, in fact, received such tutoring.

(Title 18, United States Code, Section 371.)

The bases for my knowledge and for the foregoing charges are, in part, as follows:

7. I have been a Special Agent with the USDOE for approximately eight years and have been involved personally in the investigation of this matter. I am familiar with the facts

and circumstances set forth below from my personal participation in the investigation, including interviews I have conducted, my examination of reports and records, and my conversations with law enforcement officers and other individuals. Because this affidavit is being submitted for the limited purpose of establishing probable cause, it does not include all the facts that I have learned during the course of the investigation. Where the contents of documents and the actions, statements and conversations of others are reported herein, they are reported in substance and in part, unless noted otherwise.

BACKGROUND

The Supplemental Educational Services Program

8. Based on my training, experience, familiarity with this investigation, and records maintained by the USDOE and NYCDOE, I know the following:

a. Since at least 2005, the USDOE has distributed federal funds to States, including New York State, to improve the academic achievement of disadvantaged students, commonly known as "Title I funds." In New York State, Title I funds have been distributed by the USDOE to the New York State Education Department, which in turn allocated the funds to local educational agencies, including the New York City Department of Education ("NYCDOE").

b. Since at least 2005, local educational agencies such as the NYCDOE used the Title I funds to pay for, among other things, Supplemental Educational Services ("SES"), namely, among other things, afterschool tutoring and other remedial and supplemental academic enrichment services.

c. Since at least 2005, the NYCDOE entered into contracts with private entities and organizations to provide SES tutoring to students in New York City public schools. Students in New York City public schools are eligible to receive SES tutoring if they meet certain criteria, such as attending a school that is in its second year of being identified as needing improvement or restructuring. Private entities under contract with the NYCDOE provide tutoring to eligible students either in group classes or through individual tutoring sessions.

d. Since at least 2005, the NYCDOE paid SES providers for each student they tutored with Title I funds. By

contract, the NYCDOE has required SES providers to record attendance at each of its SES tutoring sessions on a daily basis and has required each SES provider to have the students who receive tutoring services and the instructor who provided the tutoring sign a standard daily attendance form. SES providers were required to submit monthly bills to NYCDOE for payment and to maintain certain records, such as the daily student attendance sheets, of students who received tutoring. NYCDOE required SES providers to submit their bills electronically, through the NYCDOE's payment portal on the Internet.

e. At all times relevant to this Complaint, the USDOE distributed Title I funds to the New York State Education Department by wire transfer from Washington, D.C. Thereafter, the New York State Education Department distributed the Title I funds to local educational agencies such as NYCDOE by wire transfer, which in turn paid SES providers such as TestQuest by wire transfer.

TestQuest, Inc.

9. Based on my familiarity with the investigation and my review of records from the NYCDOE, I know the following:

a. TestQuest, Inc. ("TestQuest") is a corporation with its principal offices located in New York, New York. From at least in or about the 2005/2006 academic year through in or about the 2011/2012 academic year, TestQuest was authorized to provide SES tutoring to students in New York City.

b. TestQuest provided tutoring in two ways: it provided individual tutoring to students at their homes and it also provided group tutoring at various New York City public schools, including Monroe and Columbus.

c. Like all SES providers in New York City, TestQuest entered into contracts with the NYCDOE authorizing it to provide SES tutoring. It was the standard practice of the NYCDOE to use the U.S. Postal Service to mail such contracts to SES providers and to receive signed contracts from the SES providers through the mail. For example, according to NYCDOE records, on or about February 4, 2010, a contract was mailed from NYCDOE to TestQuest.

d. From in or about the 2005/2006 academic year through in or about the 2011/2012 academic year, TestQuest

received tens of millions of dollars for tutoring in New York City, including more than \$2.3 million in Title I funds for purportedly providing SES tutoring at two public high schools in Bronx, New York: the Monroe Academy of Business and Law/High School of World Cultures ("Monroe") and the Global Enterprise Academy/Christopher Columbus High School ("Columbus").

e. Starting in the fall of 2012, TestQuest ceased providing SES tutoring and has closed its offices.

The Defendant

10. Based on my familiarity with the investigation, I know that, from at least in or about 2005, MICHAEL LOGAN, the defendant, was an employee of TestQuest who was responsible for managing TestQuest's SES tutoring program at Monroe and later, at Columbus. Besides his work for TestQuest, LOGAN worked at Monroe as a long-term substitute teacher and computer technician and has, at times, coached Monroe's baseball team.

OFFENSE CONDUCT

Overview of Defendant's Crimes

11. From in or about 2005 through in or about 2012, TestQuest was paid tens of millions of dollars in federal funds to provide tutoring to students attending underperforming public schools in New York City. For Monroe and Columbus in particular, TestQuest was paid more than \$2.3 million during the same period to provide afterschool tutoring. But at those two schools, TestQuest employees repeatedly submitted bills for students who never received tutoring services, causing TestQuest to receive hundreds of thousands of dollars in federal funds to which it was not entitled. As detailed below, from in or about the 2005/2006 academic year through in or about the 2011/2012 academic year, MICHAEL LOGAN, the defendant, managed TestQuest's program at Monroe and Columbus. During this time, LOGAN instructed and caused other TestQuest employees to falsify student attendance records to make it appear that more students had attended the program than had actually attended. Further, in or about 2012, LOGAN spoke with some of the tutors who worked for TestQuest at Monroe and Columbus and encouraged them to mislead law enforcement officers with the USDOE about their involvement in the conspiracy.

Aide-1 and Aide-2

12. On several occasions, I have interviewed two individuals who were employed as site aides for TestQuest at Monroe and/or Columbus (hereinafter "Aide-1" and "Aide-2").¹ Both Aide-1 and Aide-2 reported to MICHAEL LOGAN, the defendant, while employed by TestQuest.

13. Aide-1, stated the following, in substance and in part, during my interviews with him:

a. Aide-1 was a student at Monroe who graduated in or about 2005. After graduation, Aide-1 was hired by MICHAEL LOGAN, the defendant, to work for TestQuest. Aide-1 was employed by TestQuest from in or about the 2005/2006 academic year through in or about the 2010/2011 academic year. For most of that time Aide-1 worked at Monroe, however, during the first few months of in or about the 2009/2010 academic year, Aide-1 worked at Columbus.

b. For many of the years that Aide-1 worked for TestQuest at Monroe, Aide-1 would go to classrooms where SES tutoring was taking place and pick up the daily student attendance sheets. At LOGAN's direction, if a sufficient number of students had not attended class, Aide-1 would find students in Monroe who had not attended the class and have them sign the attendance sheets. LOGAN would say things to Aide-1 such as, in substance and in part, "we need more students, go find them." Aide-1 often approached students while they were at other afterschool activities, such as baseball or basketball practices and would ask them to sign the attendance sheets, telling the students, in substance and in part, "Logan said to sign this." If Aide-1 could not find enough students to sign the attendance sheets, LOGAN instructed Aide-1 to forge student signatures on the attendance sheets.

c. However, during in or about the 2008/2009 academic year, Aide-1 observed no SES tutoring classes occurring at Monroe. Instead, Aide-1, and several other aides and tutors

¹ Aide-1 and Aide-2 have provided information to the Government with the hope of receiving leniency. The information they have provided has been shown to be reliable and is corroborated by other evidence.

Aide-1 observed, went to Monroe's cafeteria after school - at the time when SES classes were supposed to have been occurring - and got students who were not receiving SES tutoring to sign one or more daily student attendance sheets including sheets for classes scheduled to take place on future dates. Aide-1 sometimes observed LOGAN in the cafeteria while Aide-1 and others were obtaining student signatures, and sometimes LOGAN would assist in this endeavor. On at least one occasion during the 2008/2009 academic year, LOGAN instructed Aide-1 to forge student signatures on an attendance sheet, and watched as Aide-1 did so.

d. During the first few months of the 2009/2010 academic year, when Aide-1 was working for TestQuest at Columbus, Aide-1 forged student signatures on the daily student attendance sheets. In addition, Aide-1 spoke to another aide at Columbus who informed Aide-1 that s/he also forged student signatures.

e. If Aide-1 ever questioned LOGAN's instructions to find students to sign the attendance sheets and/or forge signatures, LOGAN would respond by saying, in substance and in part, things like "Who's paying you," and "Who's giving you your checks." In addition, LOGAN held group meetings with the aides, including Aide-1, during which LOGAN instructed them to find students to sign the attendance sheets and, if they could not find students to sign, to sign the sheets themselves.

f. Aide-1 was responsible for bringing the completed attendance sheets to TestQuest's main offices in New York, New York. On one occasion in or about 2010, when Aide-1 was in TestQuest's offices, TestQuest's President and CEO pulled Aide-1 aside and showed Aide-1 at least one attendance sheet from Columbus and said that the student signatures look forged. Aide-1 responded, in substance and in part, "that's not my school," and the President and CEO did not inquire further with respect to this matter.

14. Aide-2, stated the following, in substance and in part, during my interviews with him:

a. Aide-2 graduated from Monroe in or about 2005 and was hired by MICHAEL LOGAN, the defendant, to work for TestQuest. Aide-2 was employed by TestQuest from in or about

the 2005/2006 academic year through in or about the 2008/2009 academic year, during which time Aide-2 worked at Monroe.

b. Aide-2 reported to LOGAN, who instructed Aide-2 to perform various tasks, many of which were not related to TestQuest's SES tutoring services at Monroe. For example, LOGAN instructed Aide-2 to provide assistance in helping LOGAN direct a fashion show at Monroe; to babysit LOGAN's children; and to pick up lunch for LOGAN.

c. During in or about the 2008/2009 academic year, Aide-2 did not observe any SES tutoring classes occurring at Monroe. During this academic year, Aide-2 periodically went to the Monroe cafeteria after school with other TestQuest aides and tutors and got students who were not receiving any SES tutoring to sign attendance sheets, signing up to one month's worth of attendance sheets at a time. On certain occasions, Aide-2 observed LOGAN in the cafeteria while Aide-2 and others were gathering student signatures. On these occasions, LOGAN would oversee the process, making statements such as, in substance and in part, "tell them to sign for the whole month."

d. On at least two occasions during the 2008/2009 academic year, Aide-2 witnessed Aide-1 forge student signatures on the daily student attendance sheets. On the first of these occasions, Aide-2 witnessed LOGAN instruct Aide-1 to forge the signatures.

e. While employed by TestQuest, Aide-2 attended meetings with other aides during which LOGAN instructed the aides to find students to sign attendance sheets and, if the aides could not find students to sign, to sign the sheets themselves. During these meetings, LOGAN would make statements such as, in substance and in part, "go find students to sign," "if you can't find the students, sign them in," "make them sign or you won't get paid," and "I already got paid, this is how you get paid."

Tutor-1 and Tutor-2

15. Based on my participation in this investigation, I know that, in or about early 2012, two individuals (hereinafter "Tutor-1" and "Tutor-2"), alerted the Government that employees of TestQuest had engaged in fraud regarding the billing for SES tutoring at Monroe and Columbus; specifically, that TestQuest employees had repeatedly billed for providing SES

tutoring to students who, in fact, never received tutoring services from Testquest.²

16. Tutor-1, stated the following, in substance and in part, during my interviews with him:

a. Since in or about 2002, Tutor-1 has been a physical education, health, and keyboarding teacher at Monroe and has coached Monroe's baseball and basketball teams.

b. In or about the spring of 2005 or in or about the spring of 2006, MICHAEL LOGAN, the defendant, hired Tutor-1 to provide SES tutoring at Monroe, and informed Tutor-1 that he would be tutoring English. When Tutor-1 responded, in substance and in part, "I don't teach English," LOGAN replied, in substance and in part, "If anybody asks, you teach English," which Tutor-1 understood to mean that LOGAN was advising Tutor-1 that he would not teach any English classes but would be paid for doing so.

c. Tutor-1 was employed as a tutor for TestQuest until in or about the 2010/2011 academic year. During this time, however, Tutor-1 never tutored a single student for TestQuest, in English or in any other subject. In fact, many of the times that Tutor-1 was supposed to be providing tutoring services for TestQuest, Tutor-1 was actually coaching basketball and baseball at Monroe. Nonetheless, during this period, Tutor-1 received regular bi-weekly paychecks from TestQuest of approximately \$700 to approximately \$1,200.

d. Despite the fact that Tutor-1 never tutored any students for TestQuest, Tutor-1 regularly signed and certified that he had provided services on daily student attendance forms, which were provided to him by aides working for TestQuest. These attendance sheets were typically blank when Tutor-1 signed them, *i.e.*, the spaces on the sheets where

² In or about June 2012, Tutor-1 and Tutor-2 filed a *qui tam* lawsuit in the U.S. District Court for the Southern District of New York pursuant to the False Claims Act, 31 U.S.C. §§ 3729, *et seq.*, in which they alleged that TestQuest employees had committed fraud in connection with Title I funds. Tutor-1 and Tutor-2 could potentially receive a portion of any money collected by the Government through that lawsuit, if successful. The information provided by the tutors has been shown to be reliable and has been corroborated by other evidence.

students were supposed to sign and record their attendance were blank.

e. Tutor-1 periodically had conversations with LOGAN during which Tutor-1 asked LOGAN, in substance and in part, "What am I supposed to be doing?", to which LOGAN's response would be, in substance and in part, "Tell anyone who asks you are teaching English."

17. Based on my review of TestQuest billing records obtained from the NYCDOE, from in or about the 2009/2010 academic year through in or about the 2011/2012 academic year, TestQuest submitted bills to NYCDOE for tens of thousands of dollars of SES tutoring purportedly performed by Tutor-1 at Columbus, which were paid by NYCDOE.

18. Tutor-2, stated the following, in substance and in part, during my interviews with him:

a. Since in or about 1998, Tutor-2 has been a science teacher at Monroe.

b. In or about 2005, MICHAEL LOGAN, the defendant, hired Tutor-2 to work for TestQuest. Tutor-2 was employed by TestQuest from in or about 2005 through in or about the 2010/2011 academic year.

c. During in or about the 2008/2009 academic year, Tutor-2 did not tutor any students. Instead, Tutor-2 went to the Monroe cafeteria and asked students to sign the daily attendance sheets for TestQuest's SES tutoring program, even though those students were not receiving SES tutoring. Tutor-2 did this at LOGIN's direction. According to Tutor-2, LOGAN would make statements such as, in substance and in part, "go collect the [expletive] signatures, this is how we get paid."

d. During in or about the 2010/2011 academic year, Tutor-2 tutored approximately five students per day at Columbus. During this year, Tutor-2 did not have the students sign daily attendance forms. LOGAN, however, provided completed daily student attendance records for Tutor-2 to sign approximately every two weeks. During this year, as detailed below, on multiple occasions, TestQuest submitted bills to NYCDOE indicating that Tutor-2 tutored up to 13 students per day.

19. Based on my review of TestQuest billing records obtained from the NYCDOE, I know the following:

a. During in or about the 2008/2009 academic year (during which Tutor-2 reported that he did not tutor any students for TestQuest), TestQuest submitted bills to the NYCDOE - and was paid by the NYCDOE - as if Tutor-2 had, in fact, tutored students at Monroe. For example, TestQuest claimed in its bills to the NYCDOE that, in or about the 2008/2009 academic year, Tutor-2 had performed more than \$83,000 in tutoring sessions at Monroe.

b. During in or about the 2010/2011 academic year (during which Tutor-2 reported that he tutored no more than 5 students per day at Columbus), TestQuest on various occasions billed the NYCDOE - and was paid by the NYCDOE - as if Tutor-2 had tutored more students at Columbus. For example, TestQuest represented in its bills to the NYCDOE that, on multiple days in or about December 2010, Tutor-2 had tutored approximately 13 students.

Recorded Phone Call Between LOGAN and Tutor-1

20. On or about October 10, 2012, at approximately 8:05 p.m., I was present as Tutor-1 made a consensually-monitored and recorded telephone call to MICHAEL LOGAN, the defendant. During the call, Tutor-1 and LOGAN discussed the following, among other things:³

a. Tutor-1 informed LOGAN that Tutor-1 had been visited by law enforcement officers investigating fraud at TestQuest, and asked LOGAN for advice. Among other things, LOGAN and Tutor-1 stated:

Tutor-1: So - all right so - so what you want me to do? What do I tell the cops when they come again? 'Cause they say they gonna come again and I - trust me -

LOGAN: Okay.

³ All quotations from the call set forth herein are based on a preliminary transcript of the call. Information in brackets is my interpretation of the call based on my training, experience, and familiarity with the investigation.

Tutor-1: - if you know - you know and I know that not very many people know where I am. So if they can find me once, they can find me again. So when they come again, I wanna know exactly what to tell them.

LOGAN: But I'm just sayin', I tell you, tell 'em that you taught the class.

Tutor-1: And - but you know I didn't taught - teach those classes though.

LOGAN: Okay me and you know that . . .

Tutor-1: Okay.

LOGAN: Me and you know that.

b. Later in the call, Tutor-1 referred to how Tutor-1 was reported as having tutored for TestQuest at the same time that he was actually coaching Monroe's baseball team with LOGAN. Tutor-1 stated, "I was on the baseball field for a lotta - a lotta that time, you remember? Not in the classroom." Tutor-1 later added, "We started practice - we started practice in - in February/March and were all - games were all April and all May," to which LOGAN responded, "Yes. Sorry 'bout that, um, yes, we just gotta stick to we taught the classes."

c. At another time during the call, Tutor-1 suggested that the investigators might interview the students who purportedly received tutoring from TestQuest, to which LOGAN responded, "they're talking about two years ago, kids that graduated . . . these kids - those kids are gone. They graduated."

d. In addition, LOGAN informed Tutor-1 that LOGAN had discussed the investigation with another tutor:

LOGAN: [M]e and [the tutor] sat down and I said, if they ask you anything about did you teach or whatever, just tell 'em yes you taught and this is what you taught, that's all. And [the tutor] said well they had some papers and I said look at the papers [the name of the tutor]. If they - your signature, just say you signed 'em.

Tutor-1: Okay.

Logan: [The tutor] was like – [the tutor] was like okay, that's not a problem.

* * *

Tutor-1: So you told [the other tutor] to tell [them] that she taught English, right?

LOGAN: I told [the tutor] to tell 'em that [the tutor] taught English, the ESL students.

Tutor-1: Okay. So you told – so basically – so you told [the tutor] – you told [the tutor] the same thing you told me, to tell 'em to lie.

LOGAN: Yeah, I told – every – I'm tellin' everybody the same thing.

* * *

LOGAN: And see that's what – that's what I was tryin' to tell – that's what I'm tryin' to tell [the name of another tutor]. All you have to say is you taught the class. You don't have to go sayin' anything else.

e. At the end of the call, Tutor-1 stated, "Okay, I just wanna make sure everybody on the same page, 'cause somebody mess up . . . somebody mess up and say somethin' different, we in trouble," to which LOGAN responded, "Yeah I know that."

21. On or about August 22, 2012, another USDOE agent and I attempted to interview another TestQuest tutor ("Tutor-3") in connection with this investigation. Upon arriving at Tutor-3's residence, we learned from a member of Tutor-3's family that Tutor-3 was not home. I left my business card, which lists my work cellular telephone number, at Tutor-3's residence. Later that day, I received a phone call from a cellular telephone with a call number that matches the call number of the cellular phone used by MICHAEL LOGAN, the defendant, in the October 10, 2012 telephone call with Tutor-1 detailed in the preceding paragraph. Upon answering the call, a male identifying himself as Tutor-3's son began asking me questions about the nature of the

investigation, but would not commit to arrange for an interview of Tutor-3. I know from listening to the October 10, 2012 call between LOGAN and Tutor-1 and also from reviewing the transcript of that call that, at one point, LOGAN told Tutor-1, in substance and in part, "I called - I called them [meaning the agents] and I was like well I'm her son, you know, I played like I was her son . . . to see - to see what, you know, what they were tryin' to get at."

WHEREFORE, deponent prays that a warrant issue for the arrest of MICHAEL LOGAN, the defendant, and that he be imprisoned or bailed, as the case may be.



BERNARDO STABILE
Special Agent
U.S. Department of Education

Sworn to before me this
28th day of January, 2013



HONORABLE JAMES C. FRANCIS IV
UNITED STATES MAGISTRATE JUDGE
SOUTHERN DISTRICT OF NEW YORK