ORIGINAL

Approved: _____
PAUL M. KRIEGER / BRIAN A. JACOBS
Assistant United States Attorneys
ELIZABETH A. BRANDLER
Special Assistant United States Attorney

Before: THE HONORABLE FRANK MAAS
United States Magistrate Judge
Southern District of New York

13 MAG 00873

UNITED STATES OF AMERICA	:	**SEALED COMPLAINT**
- v. -	:	Violations of 18 U.S.C. §§ 1349, 371, 666(a)(1)(B), 666(a)(2), and 2
ERIC STEVENSON, IGOR BELYANSKY, ROSTISLAV BELYANSKY, a/k/a "Slava," IGOR TSIMERMAN, and DAVID BINMAN,	:	COUNTIES OF OFFENSE: BRONX AND NEW YORK
Defendants.	:	

SOUTHERN DISTRICT OF NEW YORK, ss.:

ROBERT RYAN, being duly sworn, deposes and says that he is a Criminal Investigator with the United States Attorney's Office for the Southern District of New York ("USAO"), and charges as follows:

COUNT ONE

(Honest Services Fraud Conspiracy)

1. From at least in or about April 2012, up to and including in or about April 2013, in the Southern District of New York and elsewhere, ERIC STEVENSON, IGOR BELYANSKY, ROSTISLAV BELYANSKY, a/k/a "Slava," IGOR TSIMERMAN, and DAVID BINMAN, the defendants, and others known and unknown, willfully and knowingly combined, conspired, confederated and agreed together and with each other to violate Sections 1343 and 1346 of Title 18, United States Code.

2. It was a part and object of the conspiracy that ERIC STEVENSON, IGOR BELYANSKY, ROSTISLAV BELYANSKY, a/k/a "Slava," IGOR TSIMERMAN, and DAVID BINMAN, the defendants, and others known and unknown, having devised and intending to devise a scheme and artifice to defraud, and to deprive New York State and its citizens of their intangible right to STEVENSON's honest services as a member of the New York State Assembly, and to obtain money and property by means of false and fraudulent pretenses, representations, and promises, for the purpose of executing such scheme and artifice and attempting to do so, willfully and knowingly would and did transmit and cause to be transmitted by means of wire communication in interstate and foreign commerce, writings, signs, signals, pictures, and sounds, in violation of Sections 1343 and 1346 of Title 18 of the United States Code.

Overt Acts

3. 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. On or about September 7, 2012, at a meeting in the Bronx, New York, between ERIC STEVENSON, IGOR BELYANSKY, and ROSTISLAV BELYANSKY, a/k/a "Slava" ("SLAVA"), the defendants, and a cooperating witness (the "CW"), BELYANSKY handed STEVENSON an envelope ("Envelope-1") containing $10,000 in cash.

b. On or about September 20, 2012, at a meeting in the Bronx, New York, STEVENSON informed the CW that STEVENSON had spoken to his contact at Con Edison.

c. On or about January 3, 2013, IGOR TSIMERMAN, the defendant, received an email from the CW concerning a legislative proposal, which TSIMERMAN then discussed with the CW over the telephone.

d. On or about January 11, 2013, BELYANSKY, SLAVA, TSIMERMAN, and DAVID BINMAN, the defendants, each brought $1,000 or more in cash to a lunch meeting in the Bronx, New York.

e. On or about January 11, 2013, following a lunch meeting in the Bronx, New York, BELYANSKY handed an envelope containing a total of $5,000 in cash ("Envelope-2") to the CW, which included money from BELYANSKY, SLAVA, TSIMERMAN, and BINMAN.

f. On or about January 11, 2013, in the Bronx, New York, STEVENSON accepted Envelope-2 from the CW, after the CW had removed $500.

g. On or about January 31, 2013, at a meeting in the Bronx, New York, STEVENSON showed the CW a draft of proposed legislation for the New York State Assembly based on the proposal described above in paragraph 3(c).

h. On or about February 16, 2013, at a meeting in Albany, New York, SLAVA handed the CW $5,000 in cash for the CW to give to STEVENSON.

i. On or about February 16, 2013, at a meeting in Albany, New York, STEVENSON accepted $4,500 in cash from the CW.

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

COUNT TWO

(Bribery and Travel Act Conspiracy)

4. From at least in or about April 2012, up to and including in or about April 2013, in the Southern District of New York and elsewhere, ERIC STEVENSON, IGOR BELYANSKY, ROSTISLAV BELYANSKY, a/k/a "Slava," IGOR TSIMERMAN, and DAVID BINMAN, the defendants, and others known and unknown, willfully and knowingly combined, conspired, confederated and agreed together and with each other to commit offenses against the United States, to wit, to violate Title 18, United States Code, Sections 666(a)(1)(B), 666(a)(2), and 1952(a)(3).

5. It was a part and an object of the conspiracy that ERIC STEVENSON, the defendant, would and did corruptly solicit and demand for the benefit of a person and accept and agree to accept something of value from a person, intending for STEVENSON, an agent of the government of New York State, to be influenced and rewarded in connection with a business, transaction, and series of transactions of such government, involving something of value of $5,000 and more, while New York State was in receipt of, in any one year period, benefits in excess of $10,000 under a Federal program involving a grant, contract, subsidy, loan, guarantee, insurance, and other form of Federal assistance, in violation of Title 18, United States Code, Section 666(a)(1)(B).

6. It was further a part and an object of the conspiracy that IGOR BELYANSKY, ROSTISLAV BELYANSKY, a/k/a "Slava,"

IGOR TSIMERMAN, and DAVID BINMAN, the defendants, would and did corruptly give, offer, and agree to give something of value to a person, with intent to influence and reward an agent of the government of New York State, in connection with a business, transaction, and series of transactions of such government, involving something of value of $5,000 or more, while New York State was in receipt of, in any one year period, benefits in excess of $10,000 under a Federal program involving a grant, contract, subsidy, loan, guarantee, insurance and other form of Federal assistance, in violation of Title 18, United States Code, Section 666(a)(2).

7. It was further a part and an object of the conspiracy that ERIC STEVENSON, IGOR BELYANSKY, ROSTISLAV BELYANSKY, a/k/a "Slava," IGOR TSIMERMAN, and DAVID BINMAN, the defendants, would and did travel in interstate commerce and use and cause to be used the mail and facilities in interstate commerce with the intent to promote, manage, establish, carry on and facilitate the promotion, management, establishment and carrying on of an unlawful activity, to wit, the making of corrupt payments to STEVENSON, in violation of New York Penal Law Sections 200.00 and 200.10, and thereafter would and did perform and attempt to perform an act to promote, manage, establish, carry on, and facilitate the promotion, management, establishment, and carrying on of said unlawful activity, in violation of Title 18, United States Code, Section 1952(a)(3).

Overt Acts

8. 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. On or about September 7, 2012, at a meeting in the Bronx, New York, between ERIC STEVENSON, IGOR BELYANSKY, and ROSTISLAV BELYANSKY, a/k/a "Slava," the defendants, and the CW, BELYANSKY handed STEVENSON Envelope-1 containing $10,000 in cash.

b. On or about September 20, 2012, at a meeting in the Bronx, New York, STEVENSON informed the CW that STEVENSON had spoken to his contact at Con Edison.

c. On or about January 10, 2013, STEVENSON sent a text message from STEVENSON's cellular telephone to the CW's cellular telephone in which STEVENSON asked the CW to "Text me where we having lunch" the following day.

d. On or about January 11, 2013, BELYANSKY, SLAVA, IGOR TSIMERMAN, and DAVID BINMAN, the defendants, each brought $1,000 or more in cash to a lunch meeting in the Bronx, New York.

e. On or about January 11, 2013, following a lunch meeting in the Bronx, New York, BELYANSKY handed Envelope-2, containing a total of $5,000 in cash, to the CW, which included money from BELYANSKY, SLAVA, TSIMERMAN, and BINMAN.

f. On or about January 11, 2013, in the Bronx, New York, STEVENSON accepted Envelope-2 from the CW, after the CW had removed $500.

g. On or about January 31, 2013, at a meeting in the Bronx, New York, STEVENSON showed the CW a draft of proposed legislation for the New York State Assembly.

h. On or about February 16, 2013, at a meeting in Albany, New York, SLAVA handed the CW $5,000 in cash for the CW to give to STEVENSON.

i. On or about February 16, 2013, at a meeting in Albany, New York, STEVENSON accepted $4,500 in cash from the CW.

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

COUNT THREE

(Bribery)

9. From at least in or about April 2012, up to and including in or about April 2013, in the Southern District of New York and elsewhere, ERIC STEVENSON, the defendant, being an agent of a State government, to wit, the government of New York State, willfully, knowingly, and corruptly, solicited and demanded for the benefit of a person, and accepted and agreed to accept something of value from a person, intending to be influenced and rewarded in connection with a business, transaction, and series of transactions of such government involving something of value of $5,000 and more, while such government was in receipt of, in any one-year period, benefits in excess of $10,000 under a Federal program involving a grant, contract, subsidy, loan, guarantee, insurance, and other form of Federal assistance, to wit, STEVENSON solicited, agreed to accept, and accepted cash payments totaling more than approximately $20,000, intending to be influenced and rewarded for actions that STEVENSON took, and agreed to take in the

future, in his capacity as a member of the New York State Assembly.

(Title 18, United States Code, Section 666(a)(1)(B).)

COUNT FOUR

(Bribery)

10. From at least in or about April 2012, up to and including in or about April 2013, in the Southern District of New York and elsewhere, IGOR BELYANSKY, ROSTISLAV BELYANSKY, a/k/a "Slava," IGOR TSIMERMAN, and DAVID BINMAN, the defendants, willfully, knowingly, and corruptly gave, offered, and agreed to give something of value to a person, with intent to influence and reward an agent of a State government, to wit, the government of New York State, in connection with a business, transaction, and series of transactions of such government involving something of value of $5,000 and more, while such government was in receipt of, in any one-year period, benefits in excess of $10,000 under a Federal program involving a grant, contract, subsidy, loan, guarantee, insurance and other form of Federal assistance, to wit, BELYANSKY, SLAVA, TSIMERMAN, and BINMAN offered, agreed to give, and gave cash payments totaling more than approximately $20,000 directly and indirectly to ERIC STEVENSON, the defendant, during the time that he was a member of the New York State Assembly, with the intent to influence and reward STEVENSON for official acts STEVENSON took, and agreed to take in the future, in his capacity as member of the New York State Assembly.

(Title 18, United States Code, Sections 666(a)(2) and 2.)

COUNT FIVE

(Travel Act Conspiracy)

11. From at least in or about January 2012, up to and including in or about February 2012, in the Southern District of New York and elsewhere, IGOR BELYANSKY and IGOR TSIMERMAN, the defendants, and others known and unknown, willfully and knowingly combined, conspired, confederated and agreed together and with others to commit an offense against the United States, to wit, to violate Title 18, United States Code, Section 1952(a)(3).

12. It was a part and an object of the conspiracy that IGOR BELYANSKY and IGOR TSIMERMAN, the defendants, would and did

travel in interstate commerce and use and cause to be used the mail and facilities in interstate commerce with the intent to promote, manage, establish, carry on and facilitate the promotion, management, establishment and carrying on of an unlawful activity, to wit, the making of a corrupt payment to a New York State Assemblyman ("ASSEMBLYMAN-1"), in violation of New York Penal Law Sections 200.00 and 200.10, and thereafter would and did perform and attempt to perform an act to promote, manage, establish, carry on, and facilitate the promotion, management, establishment, and carrying on of said unlawful activity, in violation of Title 18, United States Code, Section 1952(a)(3).

Overt Acts

13. 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. On or about January 22, 2012, the CW, who was not yet cooperating with the Government, spoke with ASSEMBLYMAN-1 over the telephone to schedule a meeting to discuss ASSEMBLYMAN-1's relationship with IGOR BELYANSKY and IGOR TSIMERMAN, the defendants.

b. On or about January 27, 2012, during a meeting in the Bronx, New York, attended by IGOR BELYANSKY and IGOR TSIMERMAN, the defendants, as well as ASSEMBLYMAN-1 and the CW, who was not yet cooperating with the Government, BELYANSKY and TSIMERMAN handed ASSEMBLYMAN-1 an envelope (the "Envelope") containing approximately $12,000 in cash.

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

The bases for deponent's knowledge and for the foregoing charge are, in part, as follows:

14. I am a Criminal Investigator with the USAO, and have been in that position for over six years. Previously, I was a Special Agent with the U.S. Department of Housing and Urban Development-Office of the Inspector General ("HUD-OIG") for three years, and prior to that I was a Special Agent with Internal Revenue Service - Criminal Investigation ("IRS-CI") for 14 years. While with the USAO, HUD-OIG, and IRS-CI, I have participated in multiple investigations of theft, embezzlement, and fraud. I am familiar with the facts and circumstances set forth below from my participation in the investigation of this case, from my personal knowledge, and from my conversations with other law enforcement

officers and others. Because this Affidavit is being submitted for the limited purpose of establishing probable cause, I have not included every fact I have learned during the investigation. Where the actions, statements and conversations of others are recounted herein, they are related in substance and in part, unless otherwise indicated.

Background

15. ERIC STEVENSON, the defendant, is a member of the New York State Assembly (the "Assembly"), representing District 79, which includes various neighborhoods in the Bronx. STEVENSON was first elected to the Assembly in or about November 2010 and assumed office in or about January 2011 for a two-year term. STEVENSON was reelected in or about November 2012 to a second two-year term. As a member of the Assembly, STEVENSON's official duties include sponsoring and voting on statewide legislation, and representing and advocating for the interests of his constituents.

16. ASSEMBLYMAN-1 is another member of the New York State Assembly. As a member of the Assembly, ASSEMBLYMAN-1's official duties include sponsoring and voting on statewide legislation, and representing and advocating for the interests of his constituents. ASSEMBLYMAN-1 has been charged in a sealed Indictment in Bronx County Supreme Court with multiple felonies (the "Bronx Indictment"). ASSEMBLYMAN-1 has been cooperating in this investigation since prior to January 2012. Since ASSEMBLYMAN-1 began to cooperate, ASSEMBLYMAN-1 has provided information that has been reliable and credible, and that has been corroborated by independent sources. In exchange for that cooperation, ASSEMBLYMAN-1 has entered into a non-prosecution agreement with the USAO and the Bronx County District Attorney's Office under which ASSEMBLYMAN-1 has agreed, among other things, to continue to cooperate with the USAO and the Bronx Count District Attorney's Office and to resign his office with the New York State Assembly following the arrests of the defendants charged in this Complaint, in exchange for which the USAO and the Bronx County District Attorney's Office have agreed to dismiss the Bronx Indictment at the conclusion of ASSEMBLYMAN-1's cooperation, and not to prosecute ASSEMBLYMAN-1 for certain other offenses.

17. IGOR BELYANSKY, ROSTISLAV BELYANSKY, a/k/a "Slava," IGOR TSIMERMAN, and DAVID BINMAN, the defendants, are individuals who, during 2012 and 2013, were seeking to open and manage adult day care centers in the Bronx, New York, including one on Westchester Avenue (the "Westchester Avenue Center"), within the Assembly District of ERIC STEVENSON, the defendant,

and one on Jerome Avenue (the "Jerome Avenue Center"), within ASSEMBLYMAN-1's District.

18. An "adult day care center" is a non-residential facility providing meals, activities, social and recreational outings, and general supervision for the elderly and/or individuals with disabilities with a variety of medical needs. An adult day care center is also typically assigned a unique national provider identifier ("NPI") number by the Federal centers for Medicare and Medicaid services.

19. The CW is an individual who has previously run as a candidate for the New York State Assembly. From at least in or about the late 1990s, up to and including in or about early 2012, the CW worked for IGOR BELYANSKY and ROSTISLAV BELYANSKY, a/k/a "Slava," in connection with a medical clinic business. In or about April 2012, the CW began cooperating with law enforcement agents. Since that time, the CW has pled guilty to a sealed Information filed in United States District Court, Southern District of New York, charging the CW with, among other things, a scheme to bribe ASSEMBLYMAN-1 in or about January and February 2012. The CW is cooperating in this investigation pursuant to a cooperation agreement with the Government in the hopes of obtaining leniency in any forthcoming sentence. Since the CW began to cooperate in or about April 2012, the CW has provided information that has been reliable and credible, and that has been corroborated by independent sources.

20. During 2012 and 2013, in a one-year period, the State of New York was in receipt of benefits in excess of $10,000 under various Federal programs. For example, New York State received substantially in excess of $10,000 in Federal grants during 2012 and 2013 as part of the Medicaid program in which Federal, state, and local dollars are combined to fund the program.

Overview of the Bribery Schemes

21. As described in more detail below, during the course of this investigation, IGOR BELYANSKY, ROSTISLAV BELYANSKY, a/k/a "Slava," IGOR TSIMERMAN, and DAVID BINMAN, the defendants, made bribe payments to two members of the New York State Assembly, ERIC STEVENSON, the defendant, and ASSEMBLYMAN-1.

a. On or about January 27, 2012, BELYANSKY and TSIMERMAN paid a $12,000 bribe to ASSEMBLYMAN-1, who was cooperating with the Government at the time, in exchange for official actions by ASSEMBLYMAN-1 to help promote an adult day care

center that BELYANSKY and TSIMERMAN were seeking to open.

b. On or about July 25, 2012, SLAVA gave the CW a check dated July 25, 2012, for $2,000 that was made out to "Eric Stevenson 2012" (the "7/25/12 Check"), which the CW gave to STEVENSON. On or about September 7, 2012, BELYANSKY and SLAVA paid $10,000 cash to STEVENSON in exchange for STEVENSON's assistance (1) contacting Con Edison to expedite the installation of a gas line in the Jerome Avenue Center; (2) recruiting senior citizens to attend the Westchester Avenue Center; and (3) assisting with obtaining a Certificate of Occupancy from the New York City Buildings Department (the "Buildings Department") for the Jerome Avenue Center. In exchange for this bribe, STEVENSON, in his official capacity as a member of the New York State Assembly, took steps to provide this assistance, including contacting Con Edison and the Buildings Department, and hosting events to recruit senior citizens to attend adult day care centers. STEVENSON gave the CW a $1,500 "cut" of this bribe in exchange for the CW's assistance, and promised to pay the CW an additional $500 cut.

c. On or about January 11, 2013, BELYANSKY, SLAVA, TSIMERMAN, and BINMAN, paid $5,000 cash to ERIC STEVENSON, the defendant, in exchange for STEVENSON's assistance drafting, proposing, and enacting legislation that would establish a temporary moratorium on the construction and/or opening of new adult day care centers (the "Moratorium Legislation"), which would have the effect of eliminating competition with the Jerome Avenue Center and the Westchester Avenue Center, thereby substantially increasing the profits earned by those two centers. On or about February 16, 2013, after STEVENSON provided a copy of a draft of the Moratorium Legislation, SLAVA paid an additional $5,000 cash bribe to STEVENSON. The CW took a $500 "cut" from each of these bribes as his share. In exchange for these bribes, STEVENSON, in his official capacity as a member of the New York State Assembly, took steps toward introducing and enacting the Moratorium Legislation. A copy of the proposed Moratorium Legislation, which is available on the website for the New York State Assembly, is attached to this Complaint as Exhibit A.

The Scheme to Bribe ASSEMBLYMAN-1

22. As described in more detail below, between at least in or about January 2012 and the present, under the direction of law enforcement officers, ASSEMBLYMAN-1 had numerous meetings and telephone conversations with IGOR BELYANSKY and IGOR TSIMERMAN, the defendants, and the CW, among others. In connection with these meetings and telephone conversations, law enforcement officers

provided ASSEMBLYMAN-1 with an audio recorder and, in some instances, a video recorder as well. Except where otherwise noted, all meetings and telephone conversations described below involving ASSEMBLYMAN-1 were audio recorded, and all took place in either Manhattan or the Bronx. The descriptions of and quotations from the meetings and telephone calls below are based on my review of the recordings, as well as on my conversations with ASSEMBLYMAN-1, the CW, and other law enforcement officers, and fairly and accurately reflect the sum and substance of what was said. In some instances, I have inserted my interpretations of words and phrases, and those interpretations are based on my training and experience, my participation in this investigation, and my conversations with ASSEMBLYMAN-1, the CW, and other law enforcement officers.

23. On or about January 6, 2012, ASSEMBLYMAN-1 met with the CW (who was not then cooperating with law enforcement), and IGOR BELYANSKY and IGOR TSIMERMAN, the defendants, in the Bronx. During this meeting, the CW informed ASSEMBLYMAN-1 that BELYANSKY and TSIMERMAN operated several adult day care centers in the New York City area. The CW stated that BELYANSKY and TSIMERMAN intended to open a new adult day care center in the Bronx and wanted to receive the assistance of ASSEMBLYMAN-1 to ensure full licensing and operation of the new center. At the direction of law enforcement agents, ASSEMBLYMAN-1 informed BELYANSKY and TSIMERMAN that ASSEMBLYMAN-1 would refer them to a consulting company that would act as the official agent for the license application process. ASSEMBLYMAN-1 additionally informed BELYANSKY and TSIMERMAN that ASSEMBLYMAN-1 had an agreement wherein the consulting company would pay ASSEMBLYMAN-1 a percentage of the fee earned for any and all referrals ASSEMBLYMAN-1 provided. At the direction of law enforcement agents, ASSEMBLYMAN-1 also stated that he anticipated receiving "special treatment" from BELYANSKY and TSIMERMAN in return for his actions. TSIMERMAN stated, "I believe I know exactly the 'special treatment' . . . I am sure that we can afford the same 'special treatment' that is necessary in the course of this business and that are vital for the existence and course of this business." TSIMERMAN stated, "We'll be able to help. We'll be there for you."

24. On or about January 22, 2012, ASSEMBLYMAN-1 spoke with the CW on the telephone. During this call, ASSEMBLYMAN-1 stated that he wanted to meet to discuss ASSEMBLYMAN-1's relationship with IGOR BELYANSKY and IGOR TSIMERMAN, the defendants.

25. On or about January 25, 2012, ASSEMBLYMAN-1 met with the CW in the Bronx. During this meeting, the CW stated, in sum

and substance, "I already told them what they have to do. . . . They know they have to take care of you." ASSEMBLYMAN-1 stated that ASSEMBLYMAN-1 can speak with representatives from various health maintenance organizations ("HMOs"), which are organizations that offer health insurance through designated healthcare providers, to ensure that an adult day care facility will receive contracts to provide services. The CW stated to ASSEMBLYMAN-1, "don't worry, we'll take care of you. I want them to give you a nice birthday gift. Matter of fact, I called him [IGOR BELYANSKY, the defendant] just for that, 'Listen, pay him [ASSEMBLYMAN-1]. Give him [ASSEMBLYMAN-1] a birthday gift. On Friday.'"

26. On or about Friday, January 27, 2012, ASSEMBLYMAN-1 met with IGOR BELYANSKY and IGOR TSIMERMAN, the defendants, in the Bronx. During the meeting, ASSEMBLYMAN-1, BELYANSKY, and TSIMERMAN discussed the use of the consulting company, the planning for an adult day care center, and ASSEMBLYMAN-1's efforts to ensure the opening and operation of the adult day care center. TSIMERMAN advised ASSEMBLYMAN-1 to "consider this a contribution" and handed ASSEMBLYMAN-1 three manila envelopes containing a total of $12,000 in cash. At the conclusion of the meeting, the CW approached ASSEMBLYMAN-1 and asked to speak with ASSEMBLYMAN-1 in private. The CW then stated to ASSEMBLYMAN-1 that the CW knew BELYANSKY and TSIMERMAN had provided ASSEMBLYMAN-1 with $12,000 in cash because the CW asked for them to do so. The CW then stated that he expected to receive a $2,000 cut of this money as a payment for arranging the meetings between ASSEMBLYMAN-1, BELYANSKY, and TSIMERMAN. ASSEMBLYMAN-1 then handed the CW the manila envelopes containing $12,000 and observed the CW remove $2,000, and hand the remaining $10,000 back to ASSEMBLYMAN-1. ASSEMBLYMAN-1 then stated to the CW, in sum and substance, "Whatever they need, legislatively, whatever. . . ." To which the CW interrupted ASSEMBLYMAN-1 and stated in sum and substance "they call me. I call you. That's it and it's how we work."

27. After the events described above in paragraphs 23-26, in or about April 2012, law enforcement officers approached the CW, and the CW began cooperating with the Government.

The Scheme to Bribe Assemblyman Eric Stevenson

28. As described in more detail below, between in or about April 2012 and the present, under the direction of law enforcement officers, the CW had numerous meetings and telephone conversations with ERIC STEVENSON, IGOR BELYANSKY, ROSTISLAV BELYANSKY, a/k/a "Slava," IGOR TSIMERMAN, and DAVID BINMAN, the defendants, and others. In connection with these meetings and

telephone conversations, law enforcement officers provided the CW with an audio recorder and, in some instances, a video recorder as well. Except where otherwise noted, all meetings and telephone conversations described below are audio recorded, and all took place in either Manhattan or the Bronx. The descriptions of and quotations from the meetings and telephone calls below are based on my review of the recordings, as well as on my conversations with the CW and other law enforcement officers, and fairly and accurately reflect the sum and substance of what was said. In some instances, I have inserted my interpretations of words and phrases, and those interpretations are based on my training and experience, my participation in this investigation, and my conversations with the CW and other law enforcement officers.

29. On or about April 19, 2012, the CW met with IGOR BELYANSKY, ROSTISLAV BELYANSKY, a/k/a "Slava," and IGOR TSIMERMAN, the defendants, at a steakhouse in the Bronx (the "Steakhouse"). They discussed paying another politician, in addition to ASSEMBLYMAN-1, to facilitate their opening of additional adult day care centers. The CW said to "let [the CW] do the legwork" to approach politicians.

30. On or about April 27, 2012, the CW met with ERIC STEVENSON, the defendant. At the meeting, the CW discussed with STEVENSON various ways STEVENSON could assist IGOR BELYANSKY, ROSTISLAV BELYANSKY, a/k/a "Slava," and IGOR TSIMERMAN, the defendants, in opening and managing adult day care centers in the Bronx. The CW told STEVENSON that STEVENSON would be "bless[ed]" with a payment of $10,000 in exchange for this assistance. STEVENSON said that he would help find a space for an adult day care center but said that he did not need money and would do it for the "community."

31. On or about May 1 or 2, 2012, ERIC STEVENSON, the defendant, met with ASSEMBLYMAN-1 in Albany, New York. This meeting was not recorded. According to ASSEMBLYMAN-1, STEVENSON asked ASSEMBLYMAN-1 if ASSEMBLYMAN-1 had worked with the CW on an adult day care center, and ASSEMBLYMAN-1 told STEVENSON that ASSEMBLYMAN-1 had done so.

32. On or about May 7, 2012, the CW and ERIC STEVENSON, the defendant, spoke on the telephone. STEVENSON said he found a good location in his Assembly District for an adult day care center.

33. On or about May 15, 2012, ERIC STEVENSON, the defendant, met with the CW and others in Albany, New York.

STEVENSON and the CW discussed the conviction the day before of former New York State Senator Pedro Espada, Jr., who was convicted on May 14, 2012, of embezzlement. The CW said he thought Espada would spend seven years in jail. The CW also told STEVENSON, "what happens in this business Eric . . . when the money is good and there is a way you can get it and you start to do it, and then you do it once, and then you notice that . . . you don't get caught, then you go and do it again, and you keep doing it again, again, again, that's what happens." The CW said that "in this particular business . . . you've gotta be real careful." Regarding ASSEMBLYMAN-1, the CW said to STEVENSON, "We took care of [paid] him." The CW also said, "They'll bless [pay] you too, brother . . . they'll take care of you."

34. On or about May 18, 2012, ERIC STEVENSON, the defendant, met with the CW. They discussed the Jerome Avenue Center, but the CW said that they had to "sit on it for at least three months" because they "were waiting for the permits." The CW asked STEVENSON to "help with the . . . CO [certificate of occupancy] with the . . . [New York City] building department," and to "make some phone calls" regarding "some permits" so that "we can get the work going," because "sometimes these work permits . . . sit" with "the building department for months, and months, and months." STEVENSON responded, "I know. I know."

35. On or about June 6, 2012, the CW met with IGOR BELYANSKY and ROSTISLAV BELYANSKY, a/k/a "Slava," the defendants, and looked at two possible sites in the Bronx for adult day care centers, including the site that would become the Westchester Avenue Center.

36. On or about July 19, 2012, IGOR BELYANSKY, ROSTISLAV BELYANSKY, a/k/a "Slava," and IGOR TSIMERMAN, the defendants, the CW, and others attended the Bronx Democratic County Committee Annual Dinner at a restaurant in the Bronx. This meeting was not recorded. According to the CW, TSIMERMAN stated that they were scheduled to sign a lease for the Westchester Avenue Center on or about August 12, 2012.

37. On or about July 23, 2012, the CW met with ERIC STEVENSON, IGOR BELYANSKY, and IGOR TSIMERMAN, the defendants, and another individual at the site that would become the Jerome Avenue Center. STEVENSON stated, in sum and substance, that there were a lot of senior citizens in his district and a center would help them. TSIMERMAN stated, "as far as we know, there is no one like us in the immediate vicinity." The group discussed naming the center in STEVENSON's District after STEVENSON's grandfather, who

was a member of the New York State Assembly. STEVENSON said that on the following Thursday, July 26, 2012, he was "having a night [event]" for "my reelection" and that "I need the support and help like everyone else." BELYANSKY said that he would "give the [donation] check to [the CW], then he can pass it to you [STEVENSON]." When asked if he could help get the required permits from the New York City Buildings Department, STEVENSON said that he could. STEVENSON said that the people at the Buildings Department "usually . . . want people to respect them." STEVENSON said that if ASSEMBLYMAN-1 was not having success helping BELYANSKY and TSIMERMAN with the Buildings Department, that may be because ASSEMBLYMAN-1 did not have the "right approach."

38. On or about July 25, 2012, the CW met with ROSTISLAV BELYANSKY, a/k/a "Slava," the defendant. The meeting was not recorded. According to the CW, in accordance with BELYANSKY's proposal at the meeting on July 23, 2012, SLAVA gave the CW the 7/25/12 Check for $2,000 that was made out to "Eric Stevenson 2012." Law enforcement officers have reviewed a copy of the 7/25/12 Check, and it bears SLAVA's signature. At the top, the account on which the check is drawn is identified as belonging to "NEW AGE ADULT DAY CARE INC."

39. On or about July 26, 2012, ERIC STEVENSON, the defendant, hosted a fundraiser at a catering hall in the Bronx. This event was not recorded. According to the CW, IGOR BELYANSKY and DAVID BINMAN, the defendants, the CW, and others attended the event. At the event, the CW gave STEVENSON the 7/25/12 Check. Subsequently, law enforcement officers reviewed copies of bank records for the account in the name of "Stevenson 2012." Those records reflect that the 7/25/12 Check was deposited into the account on July 27, 2012 and endorsed "Stevenson 2012."

40. On or about July 31, 2012, STEVENSON and the CW spoke on the telephone. The CW asked STEVENSON to help with the Buildings Department in connection with the Jerome Avenue Center. STEVENSON said that he would call the "Commissioner" of the Buildings Department about this. STEVENSON asked the CW to text him the relevant information about the project, including the address for the project. STEVENSON told the CW that STEVENSON would contact the Commissioner in a respectful way. During a later call that day, STEVENSON told the CW that STEVENSON was now waiting for his contact at the Buildings Department to call him back. The CW also told STEVENSON that the CW wanted to get the Jerome Avenue Center up and running, so that STEVENSON and the CW could make some money. STEVENSON responded, in sum and substance, that he "didn't

need to do that" and that he wanted to "help the guys" provide a service for seniors.

41. On or about August 21, 2012, the CW sent a text message to ERIC STEVENSON, the defendant, in which the CW asked STEVENSON what his grandfather's name was because they were "making banners for outside" the Westchester Avenue Center. STEVENSON responded by text with his grandfather's name. On or about August 24, 2012, the CW sent STEVENSON a text message containing a photograph depicting a banner on the Westchester Avenue Center, which bore the name of STEVENSON's grandfather.

42. On or about August 31, 2012, the CW met with ROSTISLAV BELYANSKY, a/k/a "Slava," IGOR TSIMERMAN, and DAVID BINMAN, the defendants, as well as the contractor for the Jerome Avenue and Westchester Avenue Centers (the "Contractor"), at the Jerome Avenue Center. This meeting was not recorded. According to the CW, SLAVA and the CW spoke in private about paying ERIC STEVENSON, the defendant, just as they had done with ASSEMBLYMAN-1 in order to obtain STEVENSON's assistance with two adult day care centers. SLAVA asked the CW how much the CW thought that they should pay STEVENSON. The CW told SLAVA they should pay from $5,000 to $10,000. The CW expressed concern that IGOR TSIMERMAN, the defendant, would not want to pay STEVENSON that much money. SLAVA told the CW not to worry because SLAVA and IGOR BELYANSKY, the defendant, were equal partners with TSIMERMAN and could outvote TSIMERMAN in such matters. After conferring with BELYANSKY (by telephone) and TSIMERMAN, SLAVA then told the CW that they were going to pay STEVENSON, but SLAVA did not indicate how much they were going to pay.

43. On or about September 7, 2012, the CW met with IGOR BELYANSKY and ROSTISLAV BELYANSKY, a/k/a "Slava," the defendants, outside the Steakhouse in the Bronx. This initial meeting was not recorded. BELYANSKY and SLAVA indicated to the CW that they were going to pay STEVENSON $10,000 in cash. The CW observed the cash in an envelope ("Envelope-1").

44. On or about September 7, 2012, following the meeting described above in paragraph 43, the CW met with ERIC STEVENSON, IGOR BELYANSKY, and ROSTISLAV BELYANSKY, a/k/a "Slava," the defendants, inside the Steakhouse. The CW recorded this meeting using both an audio recording device and a video recording device. In addition, law enforcement officers have reviewed video footage from the Steakhouse's video surveillance system.

a. During the meeting inside the Steakhouse, the

CW, BELYANSKY, and SLAVA asked STEVENSON for his assistance in: (1) contacting Con Edison to expedite the installation of a gas line installed in the Jerome Avenue Center; (2) recruiting senior citizens to attend the Westchester Avenue Center; and (3) facilitating the issuance of a Certificate of Occupancy from the New York City Buildings Department for the Jerome Avenue Center.

b. STEVENSON stated that he would help with all three of these matters.

c. During the course of this meeting, BELYANSKY attempted to hand STEVENSON Envelope-1 containing $10,000 in cash, but STEVENSON did not immediately accept Envelope-1 because he indicated that there were surveillance cameras in the restaurant. The CW, STEVENSON, BELYANSKY, and SLAVA then went outside the restaurant.

d. After the group walked outside the restaurant, BELYANSKY handed STEVENSON Envelope-1 containing $10,000 cash. STEVENSON's receipt of Envelope-1 is visible on the video recording taken by the CW.

e. In addition, law enforcement officers conducted visual surveillance of this meeting from an unmarked car and observed BELYANSKY hand Envelope-1 to STEVENSON. Prior to the exchange of Envelope-1, another law enforcement officer began taking surveillance video. I have reviewed that surveillance video, and it depicts STEVENSON stuffing Envelope-1 into his front pants pocket and covering his front pocket with the bottom of his shirt.

45. On or about September 18, 2012, the CW met with ERIC STEVENSON, the defendant, in the Bronx. During this meeting, which was audio and video recorded, STEVENSON handed the CW $1,500 in cash out of the $2,000 that STEVENSON and the CW had previously agreed STEVENSON would kick back to the CW. STEVENSON told the CW that he owed the CW the remaining $500. STEVENSON also obtained from the CW the Con Edison order number for the installation of gas services at the Jerome Avenue Center as well as other information related to this work. STEVENSON assured the CW that he would get Con Edison to do the necessary work. Subsequently, the CW gave the $1,500 the CW had received from STEVENSON to law enforcement officers.

46. On or about September 20, 2012, ERIC STEVENSON, the

defendant, called the CW on the telephone. During this conversation, STEVENSON told the CW that STEVENSON had spoken to his contact at Con Edison and asked his contact to accelerate the provision of gas services to the Jerome Avenue Center. STEVENSON told the CW that STEVENSON's contact at Con Edison told STEVENSON that the work would begin shortly.

47. On or about September 24, 2012, the CW met with ERIC STEVENSON, the defendant. STEVENSON said that he spoke to "the guys" at Con Edison and that they would "be happy to do it [to] help me." STEVENSON told the CW that he needed a letter addressed to him complaining about Con Edison from the operator of the Jerome Avenue Center. STEVENSON also said to include the Con Edison tracking number. STEVENSON said that "government operations" at Con Edison needed a record that an elected official got a complaint in order to push this work forward. STEVENSON told the CW that he spoke with people at Con Edison, and that they asked STEVENSON whether he had gotten a complaint about this matter. STEVENSON said that he told Con Edison that he had gotten a complaint letter, which was not true, but that he didn't "know what my staff did with it." STEVENSON said that he was told that there was a backlog on completing these kinds of projects. The CW, in STEVENSON's presence, called IGOR BELYANSKY, the defendant, on speakerphone and told BELYANSKY that STEVENSON was told by Con Edison that Con Edison needed a letter addressed to STEVENSON from the Jerome Avenue Center about the need for Con Edison to install the gas service. STEVENSON then described the letter that he needed from BELYANSKY. BELYANSKY said that he would draft the letter the following day. Before ending the call, STEVENSON told BELYANSKY, "don't worry Igor, you'll be okay."

48. On or about September 27, 2012, the CW met with IGOR BELYANSKY and ROSTISLAV BELYANSKY, a/k/a "Slava," the defendants, at the Jerome Avenue Center. BELYANSKY and SLAVA gave the CW two versions of the letter requested by ERIC STEVENSON, the defendant. One of the letters was dated September 26, 2012, and one of the letters was not dated, to account for the fact that STEVENSON had told Con Edison he had received the complaint letter sometime prior to September 24, 2012 (the "Letters"). The heading on the Letters read, in bold type, "New Age Adult Social Day Center," and then contained the address of the Jerome Avenue Center. The Letters are addressed to "Hon. Eric A. Stevenson, NYS Assemblymen [sic]." The letters stated: "I am writing you this letter to inform you that we at New Age are trying to resolve our Con Edison issue. It is very important that we get Con Edison to help u[s] get gas into our place of business. We cannot open our center, until the Con Edison installs the heat in our center. The fall is about to come and our

seniors in this location need heat. Please help us to expedite this matter and call to Con Edison for the case #[CASE NUMBER]." SLAVA signed both letters in front of the CW above the name "Rostislav Belyansky." The CW told BELYANKSY and SLAVA that the CW would give the Letters to STEVENSON. I have reviewed copies of the Letters, and SLAVA's signatures on the Letters appear the same as SLAVA's signature on the 7/25/12 Check described above.

49. Later, on or about September 27, 2012, the CW spoke to ERIC STEVENSON, the defendant, on the telephone and set up a time to meet later that day for the CW to give STEVENSON the Letters. STEVENSON and the CW then met in the Bronx. During the meeting, the CW gave STEVENSON the Letters. STEVENSON told the CW that he was "taking them [the Letters] right over to them [Con Edison] myself in the morning."

50. On or about September 28, 2012, the CW and ERIC STEVENSON, the defendant, spoke on the telephone. STEVENSON told the CW, in sum and substance, that he had spoken with someone at Con Edison about the gas services at the Jerome Avenue Center and that someone at Con Edison would be getting "back to me [STEVENSON] by Wednesday and they'll have a resolution."

51. On or about October 3, 2012, ERIC STEVENSON, the defendant, sent a text message to the CW in which STEVENSON stated, "I will give answer tomorrow" regarding Con Edison.

52. On or about October 4, 2012, ERIC STEVENSON, the defendant, sent a text message to the CW in which STEVENSON stated, "Tuesday they will go over to inspect," meaning that Con Edison would go to the Jerome Avenue Center on the following Tuesday.

53. Or about October 5, 2012, the CW spoke with IGOR BELYANSKY, the defendant, on the telephone, and BELYANSKY told the CW that ERIC STEVENSON, the defendant, had called BELYANSKY directly to give BELYANSKY the name and contact information for the contact person at Con Edison who was going to help with the gas installation.

54. During the week of October 8, 2012, the CW spoke with the Contractor at the Jerome Avenue Center and the Contractor confirmed that the Contractor had been contacted by Con Edison about installing the gas line at the center and that the installation was moving forward. This conversation was not recorded.

55. On or about November 6, 2012, ERIC STEVENSON, the

defendant, was reelected to the New York State Assembly representing District 79. According to travel records, STEVENSON spent approximately two weeks following Thanksgiving 2012 traveling internationally.

56. On or about December 18, 2012, the CW met with ERIC STEVENSON, IGOR BELYANSKY, and ROSTISLAV BELYANSKY, a/k/a "Slava," the defendants, at the Jerome Avenue Center. They discussed how the Westchester Avenue Center was going to be named after STEVENSON's grandfather. STEVENSON said that he would send a mailing to all the people in his District about the Westchester Avenue Center once it was ready to be opened.

57. On or about December 27, 2012, the CW met with ERIC STEVENSON, the defendant, at a diner in the Bronx for breakfast. The CW showed STEVENSON a copy of an email (the "Contractor Email") dated December 26, 2012, from an America Online ("AOL") email address belonging to the Contractor at the Jerome Avenue Center to what are, according to the CW, the Yahoo! email addresses of ROSTISLAV BELYANSKY, a/k/a "Slava," and IGOR TSIMERMAN, the defendants.[1] The CW had previously received a copy of this email from the Contractor. The email stated, in relevant part:

> Slavic [sic]
>
> As per our discussion concerning getting gas service to the building. I spoke to the architect . . . .
>
> I asked him if he could reinstate this application with the building department so that we could [get] a permit to install the gas lines into the building.
>
> He agreed . . . .
>
> The application was accepted but has not been reviewed for approval and reinstatement.
>
> It is urgent . . . that we call the State Senator Eric Stevenson so that he can call the building department at once and ask them to have this application reviewed

[1] Based on my conversation with another law enforcement official who spoke with a representative of AOL, I learned that all emails sent to or from AOL email accounts travel through AOL's email server in Virginia. Accordingly, all emails sent to or from AOL email accounts by users outside Virginia travel interstate.

for reinstatement.

. . . .

Please have [the CW] or someone call the Senators [STEVENSON's] office at once because it is getting cold. . . .

(emphasis added).

58. On or about December 27, 2012, after the CW showed ERIC STEVENSON, the defendant, the Contractor Email, STEVENSON said, regarding the Contractor who wrote the email, "he's not a smart guy . . . he's not too bright, this guy." STEVENSON continued, "he [the Contractor] put this in writing, 'It is urgent . . . that we call the State Senator Eric Stevenson,' . . . why he got to put my name in it? . . . He shouldn't have said that. He should have just said, 'have [the CW] call his people.'" STEVENSON went on, "He [the Contractor] shouldn't have put that in writing." STEVENSON said that they needed to avoid creating a "paper trail." STEVENSON told the CW that he would contact the Buildings Department himself. STEVENSON also said that he would also help get a parking sign installed in front of the Jerome Avenue Center that would prohibit cars from parking in front of the center.

59. During the meeting on or about December 27, 2012, between the CW and ERIC STEVENSON, the defendant, the CW said, "Igor [IGOR BELYANSKY, the defendant] spoke to me about trying to get you [STEVENSON] to try to pass legislation, . . . you submit a bill in Albany next year . . . not to allow no more of these [adult day care] centers to come up because they're like overfilling the districts." STEVENSON responded, "Moratorium." Based on my training and experience, my participation in this investigation, and my conversations with the CW, I believe that STEVENSON and the CW are discussing possible Moratorium Legislation that would have the effect of preventing the opening of adult day care centers that would compete with the Jerome Avenue and Westchester Avenue Centers run by IGOR BELYANSKY, ROSTISLAV BELYANSKY, a/k/a "Slava," IGOR TSIMERMAN, and DAVID BINMAN, the defendants. The CW said, "I'll help you write the bill, . . . and then you submit the bill in Albany . . . we have to put a bill together in Albany because what's happening is that in Brooklyn, they're like oversaturated [with too many adult day care facilities]; in the Bronx, they're not oversaturated yet, but if we allow them to." STEVENSON interrupted and said, "Yeah, we gotta stop them." STEVENSON said, "All you gotta do is tell me what you want in the bill, and the bill drafter will put it together." The CW said, "We get that bill

passed, we're gonna be good money, you understand?" STEVENSON said, "I'll talk to Igor [BELYANSKY], [find out what] dates they want [the moratorium to begin], . . . right away."

60. On or about December 27, 2012, following the meeting described above, ERIC STEVENSON, the defendant, and the CW got into the CW's car to drive to the office of another elected official. During that drive, the CW said, "That bill [the Moratorium Legislation] is important. That bill will allow us, you know, so that people don't . . . hurt the business. Because it's a good business, but if people do what they're doing now, you're going to have one [adult day care center] on every block. It's gonna be a problem." STEVENSON said, "I just need you to tell me what they want; we prepare the bill. . . . You can write down the language, basically what you want." STEVENSON said, "Are Igor [IGOR BELYANSKY, the defendant] and them putting together a nice little package [of money] for me, huh?" The CW said, "We're gonna do that." STEVENSON said, "I got my inauguration I gotta take care of, I got a lot of shit, man. . . . I got to feed all the people . . . ." The CW said, "I deliver. . . . Let's push that bill, because if I push that bill, Eric, and everything rocks with that bill, we're good to go, Eric." STEVENSON said, "I'm telling you, it's done. It's no problem."

61. On or about December 27, 2012, ERIC STEVENSON, the defendant, returned to the CW's car after STEVENSON met with another elected official. During this meeting, the CW stated that, "[former New York City Comptroller] Alan Hevesi came out of jail." STEVENSON stated that prison "put some age on him." STEVENSON said, "Bottom line, . . . if half of the people up here in Albany was ever caught for what they do . . . they . . . would probably be in the same place" as Hevesi, "so who are they bullshitting?" STEVENSON said that "they did cut [Hevesi] a break" because "what he did, they could have gave him a lot more time for. . . . There was millions [of dollars]." STEVENSON and the CW then discussed examples of other New York State and City officials who were convicted of corruption-related crimes:

a. STEVENSON said, "Look what they gave [former New York City Councilman] Miguel [Martinez] from Washington Heights for $106,000 . . . Five years [in prison] for $106,000." Later in the conversation, STEVENSON said that they were "setting an example, that's why they did that to Miguel [Martinez], right?"

b. STEVENSON said, "Look what they gave [former New York State Senator] Efrain [Gonzalez], seven years, they say for $400,000."

c. STEVENSON said, "Look at this guy," former New York State Senator Joseph Bruno: he "got off on appeal and never went back. . . . They had him for a million."

d. STEVENSON said, "Look at [former New York State Senator Carl] Kruger. . . . He been extorting money . . . [since he was] a district manager. . . . How many years ago was that?" The CW said, "He got three years." STEVENSON said, "They got him in the, the easiest federal penitentiary you could ever be in."

e. STEVENSON said that former New York State Assemblyman Anthony Seminerio "died in jail."

62. On or about December 27, 2012, following the meetings between the CW and ERIC STEVENSON, the defendant, described above, the CW met with IGOR BELYANSKY, the defendant, at the Jerome Avenue Center. The CW said that he spoke to STEVENSON about passing the Moratorium Legislation. The CW then said, "You guys have to give the date, you have to give me a date, because that's when the bill goes into effect. . . . If you say January 1, of 2014, after that, nobody else can open." During the meeting, the CW spoke with IGOR TSIMERMAN, the defendant, on speakerphone. The CW repeated, "I had a long day with Eric this morning and . . . we're trying to see if we can pass legislation . . . so that nobody else gets to build . . . open up an adult day care." TSIMERMAN said, "Just make sure we open ours first." The CW responded, "We have to give him the date when we're going to be open." TSIMERMAN said, "We should be able to open by mid-March." TSIMERMAN said he would arrive to meet in person later that day.

63. On or about December 27, 2012, after the meetings described above, IGOR TSIMERMAN, the defendant, joined the CW and IGOR BELYANSKY, the defendant, at the Jerome Avenue Center. When discussing the Moratorium Legislation, TSIMERMAN said, "We got to make it [the Moratorium Legislation in] such a way that it benefit[s] us." The CW said, "your percentage later on is gonna be worth tons of paper [money] cause everybody can't get into this business anymore [because of the Moratorium Legislation]." TSIMERMAN said "I get it. . . . It's gonna skyrocket . . . . As long as [there's a] moratorium, I can guarantee you at least a triple [in profits]." BELYANSKY said, "You know what I can't understand? Why he wants his [STEVENSON's] father's name on the day care, while [ASSEMBLYMAN-1] . . . [is] scared to talk to us. You see the difference?" TSIMERMAN said, "The difference is, I'll tell you what the difference is, [ASSEMBLYMAN-1]'s [a] rookie . . . this guy [STEVENSON] has been in politics all his life. . . . He

knows what he can, and what he cannot do. [ASSEMBLYMAN-1]'s afraid of everything." During this meeting, STEVENSON called the CW, and the CW told STEVENSON that the CW was with BELYANSKY. STEVENSON said, "Let me talk to him [meaning BELYANSKY]." The CW put STEVENSON on speakerphone and the CW told BELYANSKY that, "Eric wants to say hi to you." BELYANSKY said, "Eric, hi, how are you?" STEVENSON said, "We're trying for you." BELYANSKY said, "Eric, I want to say thank you so much for your help." STEVENSON responded, "You're a good guy . . . don't worry, Igor."

64. On or about January 1, 2013, the CW and ERIC STEVENSON, the defendant, spoke on the telephone. STEVENSON referred to "Igor," meaning IGOR BELYANSKY, the defendant, as "Santa," in reference to the money STEVENSON expected to receive from BELYANSKY. STEVENSON then met the CW in the CW's car. STEVENSON asked whether "Igor [BELYANSKY]" was going to "bless everything," meaning pay STEVENSON. The CW said, "I'll have these guys bless you, don't worry man." STEVENSON responded, "so you told them about the draft [of the Moratorium Legislation] and everything?" STEVENSON initially said he was not going to charge BELYANSKY for the legislation, but subsequently, STEVENSON said, "I gotta get this thing straight for inauguration," meaning that STEVENSON needed money to pay for his inauguration event the following week. The CW said, "I'm gonna tell them, yo, I gotta bless Eric soon." The CW and STEVENSON again discussed prison sentences received by Alan Hevesi, Carl Kruger, Pedro Espada, and others. STEVENSON then said, "be careful of those things, man, the recorders and all those things, man" in reference to covert recordings made by individuals working with law enforcement. STEVENSON said, "a lot of guys . . . working to put a lot of people away, man, believe that." STEVENSON said that you have to be careful not to "put yourself in jail." The CW said that they could "leave the phones in the car" in an effort to avoid law enforcement scrutiny. STEVENSON said, "I got the inauguration, I want a blessing [payment] in place, man."

65. On or about January 2, 2013, I met with the CW and provided the CW with a single type-written page containing "bullet points" for the Moratorium Legislation (the "Bullet Points"), which had been prepared by other law enforcement officials. The Bullet Points document read as follows, in its entirety:

Proposed Adult Day Care Center Bill - Bullet[] Points

- Definition of an Adult Day Care Center: An adult day care center, also commonly known as adult day services, is a non-residential facility providing

activities for elderly and/or handicapped individuals with a variety of medical needs. Most centers operate 10-12 hours per day and provide meals, social/recreational outings, and general supervision. Because Adult Day Care Centers typically provide health care to adults who qualify for Medicare and/or Medicaid, Adult Day Care Centers are issued a unique National Provider Identifier ("NPI") number by the Centers for Medicare and Medicaid Services.

- Background: In the past few years, there has been an increase in the number of Adult Day Care Centers in New York City leading to concerns about the quality of, and actual need for, additional Adult Day Care Centers in the five boroughs.
- There shall be a ____-year moratorium (the "Moratorium") on the construction and opening of new Adult Day Care Centers in New York City.
- As of ____ (the "Effective Date"), no new Adult Day Care Center shall be constructed or opened in New York City during the Moratorium.
- During the Moratorium, the New York City Department of Buildings will not issue a construction permit or a certificate of occupancy to any Adult Day Care Center not open and operating as of the Effective Date.
- If an individual or organization constructs or opens an Adult Day Care Center during the Moratorium, the individual or organization is subject to fines up to $1 million.

Grandfather Provisions:

- Adult Day Care Centers that are open and operating on or before the Effective Date and that have a NPI number ("Existing Adult Day Care Centers") are exempt from this legislation.
- If an Existing Adult Day Care Center is providing services to the maximum number of adults it can serve in its current facility, the owner/operator of such an Adult Day Care Center can seek to exp[a]nd the existing facility and/or construct and open another

Adult Day Care Center, but only within the same Assembly district as the existing Adult Day Care Center.

66. On or about January 3, 2013, the CW and ERIC STEVENSON, the defendant, spoke on the telephone. The CW told STEVENSON that the permits came through from the Buildings Department. STEVENSON said that he had his staff contact the Buildings Department.

67. On or about January 3, 2013, the CW met with IGOR BELYANSKY and ROSTISLAV BELYANSKY, a/k/a "Slava," the defendants, and another individual at the Jerome Avenue Center. IGOR TSIMERMAN, the defendant, participated in the meeting by telephone. During the meeting, the CW presented BELYANSKY and SLAVA with a copy of the Bullet Points. The CW said that "if we pass a bill then no one else can open up these adult day cares and then eventually you know this'll be a goldmine." The CW said, "We have to put some rules and regulations" in place and that "I created some of them, I worked on it [the Bullet Points] last night for a while." The CW said, "this is just one page . . . this is a whole bill, this is a whole law." The CW also sent an email on January 3, 2013, from the CW's Google email address to the Yahoo! email address that the CW believes to belong to TSIMERMAN, and that email contained a photograph of the Bullet Points (the "Bullet Points Email"). TSIMERMAN said he wanted to meet directly with STEVENSON to discuss how much STEVENSON wanted to get paid in exchange for STEVENSON's assistance advancing the Moratorium Legislation.

68. On or about January 7, 2013, the CW and ERIC STEVENSON, the defendant, met in the CW's car near the Jerome Avenue Center. At the meeting, the CW gave STEVENSON a copy of the Bullet Points. The CW said that the CW had prepared the Bullet Points and "showed it to them," in reference to IGOR BELYANSKY, ROSTISLAV BELYANSKY, a/k/a "Slava," and IGOR TSIMERMAN, the defendants. STEVENSON asked if they, "like[d] the idea." The CW said that they wanted to talk about some issues with the Bullet Points, such as how the CW left the length of the moratorium "blank." STEVENSON said, "at least we could get the ball rolling."

69. On or about January 7, 2013, immediately following the meeting described above in paragraph 68, the CW and ERIC STEVENSON, the defendant, went inside the Jerome Avenue center and met with IGOR BELYANSKY and IGOR TSIMERMAN, the defendants, and another individual.

a. STEVENSON said, "I called the Buildings

Department" regarding permits for gas service. TSIMERMAN said, in sum and substance, that they had the permits, but that the problem was that they were still "at the bottom" of Con Edison's list for the initiation of gas service. TSIMERMAN said that the Contractor had told TSIMERMAN in the Contractor Email, described above in paragraph 57, that if STEVENSON called Con Edison, they would go to the top of the list. STEVENSON then called his office and spoke to an individual there. STEVENSON gave the individual the Con Edison request number and address for the Jerome Avenue Center, and said to call Con Edison and "tell them this is for a senior citizen center that needs to be opened immediately . . . tell [Con Edison] [to] expedite it for us . . . call them now and get back to me."

b. TSIMERMAN took out a copy of the Bullet Points for the Moratorium Legislation and said that he "made some . . . changes." STEVENSON said, "this is something you guys are interested in?" TSIMERMAN said, "Absolutely." TSIMERMAN gave STEVENSON the copy of the Bullet Points with TSIMERMAN's notes. TSIMERMAN said he wanted the length of the moratorium to be five years.

c. The CW and STEVENSON then went outside the Jerome Avenue Center. STEVENSON said to the CW, in sum and substance, that STEVENSON did not like dealing with TSIMERMAN. STEVENSON said, "I just rather deal with you and you deal with them about that."

70. On or about January 9, 2013, the CW met with IGOR BELYANSKY, the defendant. The CW asked BELYANSKY if BELYANSKY and others could meet with the CW and ERIC STEVENSON, the defendant, on January 11, 2013. BELYANSKY agreed to meet with STEVENSON that day. The CW told BELYANSKY that STEVENSON would let the CW know exactly how much money STEVENSON wanted for assisting with the Moratorium Legislation, but estimated that it would be between "seven and ten [$7,000 and $10,000]" with "five [$5,000] up front" and "then the other five . . . when [the Moratorium Legislation is] completed." BELYANSKY stated that everybody would "chip in" because "I don't want to pay ten grand myself." Based on my training and experience, my participation in the investigation, and my conversations with the CW, I believe that BELYANSKY meant that it was agreed that a total payment of $10,000, with $5,000 paid up front, would be made to ERIC STEVENSON, the defendant.

71. On or about January 10, 2013, at approximately 2:27 p.m., ERIC STEVENSON, the defendant, sent a text message to the CW in which STEVENSON wrote, "tomorrow at noon is good." At approximately 6:16 p.m., STEVENSON sent a text message to the CW in

which STEVENSON wrote, "Text me where we having lunch."

72. On or about January 11, 2013, at approximately 12:25 p.m., the CW sent a text message to ERIC STEVENSON, the defendant, in which the CW gave the address of a restaurant in the Bronx where they would meet for lunch. After the CW sent this text message, the CW met with IGOR BELYANSKY, ROSTISLAV BELYANSKY, a/k/a "Slava," IGOR TSIMERMAN, and DAVID BINMAN, the defendants, at a restaurant in the Bronx, New York. In addition to being captured on the CW's audio recording device, this meeting is also captured, in part, on a video taken by the CW, and in addition, law enforcement officers performed visual surveillance.

a. In accordance with STEVENSON's prio instructions to the CW, the CW said to BELYANSKY, SLAVA, TSIMERMAN, and BINMAN: "Listen, [STEVENSON] said it cost ten [$10,000], give him a five [$5,000], and when the bill [the Moratorium Legislation] is ready, when it's all ready you give him the rest." BINMAN asked, "Why so expensive . . . you just said to them yesterday seven [$7,000], no?" Later, the CW said to BELYANSKY, "Igor, he [STEVENSON] said to give it to me, and he'll get it. He's embarrassed." TSIMERMAN said, "We brought a thousand each," meaning that BELYANSKY, SLAVA, TSIMERMAN, and BINMAN had brought $1,000 each for a total of $4,000 for STEVENSON.

b. STEVENSON arrived at the restaurant, and then STEVENSON, BELYANSKY, SLAVA, TSIMERMAN, BINMAN, and the CW had lunch at the restaurant. After lunch, STEVENSON, BELYANSKY, SLAVA, TSIMERMAN, BINMAN, and the CW traveled in separate cars to the Westchester Avenue Center and met inside together. Shortly thereafter, STEVENSON walked out of the Westchester Avenue Center with another individual and went to STEVENSON's car. After STEVENSON had gone to his car, inside the Westchester Avenue Center, BELYANSKY gave the CW an envelope containing $5,000 in cash ("Envelope-2"). This $5,000 was made up of $1,000 from each of BELYANSKY, SLAVA, TSIMERMAN, and BINMAN, as described above in paragraph 72(a), plus an additional $500 each from BELYANSKY and SLAVA.

c. The CW walked out of the Westchester Avenue Center and got in the CW's car with Envelope-2. STEVENSON joined the CW in the CW's car. In the CW's car, the CW took out Envelope-2, removed $500 for the CW to keep, and gave Envelope-2 to STEVENSON. After removing the $500, the CW said to STEVENSON, "Here papa, . . . I just took five [$500], okay, from the balance," in reference to the $500 that STEVENSON still owed the CW from the money STEVENSON received on or about September 7, 2012. STEVENSON

took Envelope-2 and remained silent. According to the CW, at the time STEVENSON took Envelope-2, STEVENSON placed one finger over his mouth in a vertical manner. After receiving the envelope, STEVENSON then returned to STEVENSON's car with Envelope-2.

d. Subsequently, the CW gave the $500 the CW had received to law enforcement officers.

73. On or about January 20, 2013, ERIC STEVENSON, the defendant, sent the CW a text message in which STEVENSON asked, "Are we doing the Black history or not . . . Im talking about the program at concourse village." Based on my conversations with the CW, as well as my training and experience, and participation in the investigation, I believe STEVENSON is referring to organizing an event to celebrate Black History Month in the Concourse Village in the Bronx (the "Concourse Village Event"). The Concourse Village is a housing community in the Bronx consisting of residential towers and a community center. The purpose of the Concourse Village Event was for STEVENSON to recruit senior citizens for the Westchester Avenue Center. STEVENSON solicited the CW's assistance in getting IGOR BELYANSKY, ROSTISLAV BELYANSKY, a/k/a SLAVA, IGOR TSIMERMAN, and DAVID BINMAN to pay for the Concourse Village Event.

74. On or about January 22, 2013, ERIC STEVENSON, the defendant, sent a text message to the CW containing a photograph of the invitation to an event in the Bronx, New York, on January 26, 2013, celebrating STEVENSON's inauguration for his second term as a member of the New York State Assembly (the "Inauguration Event").

75. On or about January 23, 2013, the CW spoke with ERIC STEVENSON, the defendant, on the telephone.

a. At the beginning of the conversation, STEVENSON stated, "We have the bill; they are putting the bill together. . . . What was the amount of year moratorium we wanted to put? A one-year moratorium [on the opening of new adult day care centers]?"

b. The CW responded, "We wanted . . . a three-year moratorium." STEVENSON responded, "Are you sure?" The CW replied, "We don't want nobody else opening up any more adult day cares. . . . Let's put two years." STEVENSON stated, "That's better right? . . . . And when should this take effect?" The CW responded, "July 4," and STEVENSON said "July 2013?" The CW said, "Yes."

c. The CW said that the bill should allow "just

one more annex . . . to be opened on your site." STEVENSON said, "The lawyers are looking at it now. That's why I'm calling cause they called me because everything I gave them they put in the way what we could do legally and what we can't do legally. . . . . They need the moratorium and the effective date. The rest, it's being done as we speak. It will be done in about another week."

d. The CW asked, "Can we look at it before it goes to committee, Eric?" STEVENSON said, "Yeah, yeah, you have to look at it. I can tell you quickly what it says." STEVENSON then read the bill to the CW.

e. The CW then asked for a "rough draft." STEVENSON said, "I just read it to you," and then said he would bring it "Saturday." STEVENSON asked, "those numbers, that's what you wanted, the two years you think is a good thing, right?" The CW said, "I think it's a perfect thing." STEVENSON replied, "Okay, so then we're good."

76. On or about January 25, 2013, ERIC STEVENSON, the defendant, sent a text message to the CW, in which STEVENSON wrote, "Hope to see you at swearing in," in reference to the Inauguration Event. The CW responded in a text message stating, "We will all be there," including "The Igors [IGOR BELYANSKY and IGOR TSIMERMAN, the defendants]" and "Slava [ROSTISLAV BELYANSKY, a/k/a "Slava," the defendant]," and "Don't forget to bring me the rough draft," meaning a rough draft of the Moratorium Legislation.

77. On or about January 26, 2013, ERIC STEVENSON, the defendant, hosted the Inauguration Event. The CW, IGOR BELYANSKY, ROSTISLAV BELYANSKY, a/k/a "Slava," and IGOR TSIMERMAN, the defendants, attended the Inauguration Event. STEVENSON did not provide the rough draft of the Moratorium Legislation at this time, but provided it a few days later, as described below at paragraph 80.

78. On or about January 27, 2013, the CW sent a text message to ERIC STEVENSON, the defendant, stating "I'm on my way" to a location in the Bronx, and STEVENSON responded, "Me too." Following this exchange of text messages, on or about January 27, 2013, the CW met with STEVENSON. STEVENSON said he was concerned that IGOR TSIMERMAN, the defendant, might be cooperating with law enforcement officials and might be recording their conversations. STEVENSON expressed concern that "they bring me down" and said that if that happened, "somebody's going to the cemetery." STEVENSON also said he spent approximately $3,500 on a food cart at the Inauguration Event.

79. On or about January 28, 2013, ERIC STEVENSON, the defendant, sent a text message to the CW, in which STEVENSON stated, "Working on Black History month." STEVENSON further sent a text message in which STEVENSON asked, "Are we good for black History program," in reference to the Concourse Village Event.

80. On or about January 31, 2013, the CW met with ERIC STEVENSON, the defendant, at a location near STEVENSON's office. During the meeting, STEVENSON showed the CW a draft of the Moratorium Legislation. The CW took a photograph of the first page using the CW's cellphone. The page stated as follows, with the underline in the original:

> AN ACT to amend the administrative code of the city of New York, in relation to establishing a temporary moratorium on the construction and/or opening of new adult day care centers
>
> The People
>
> Section 1. Legislative findings and intent. The legislature hereby finds that there has been a substantial increase in the number of new adult day care centers constructed and/or opened in the city of New York, leading to concerns regarding the quality of and actual need for additional adult day care centers within the five boroughs. The legislature declares that the absence of a statute authorizing the department of buildings of the city of New York to institute a moratorium on the construction and/or opening of such new adult day care centers has created confusion and uncertainty as to the services and general supervision that such centers should provide to elderly and individuals with disabilities. However, the legislature finds that such a moratorium should not affect current adult day care centers that are open and operating on or before the effective date of this act.
>
> §2. The administrative code of the city of New York is amended by adding a new section 28-105.13 to read as follows:
>
> §28-105.13 Temporary moratorium on construction and/or opening of new adult day care centers. 1. For the purposes of this section, "adult day care center" or "adult day service" shall mean a non-

residential facility providing meals, activities, social and recreational outings, and general supervision for the elderly and/or individuals with disabilities with a variety of medical needs. An adult day care center is also typically assigned a unique national provider identifies (NPI) number by the federal centers for Medicare and Medicaid services.

2. There shall be a 3 [the number "3" is handwriting]-year moratorium on the construction and/or opening of new adult day care centers within the city of New York. As of the effective date of this section, no new adult day care center shall be constructed or opened within the city of New York during the duration of such moratorium. For the duration of the moratorium, the department of buildings of the city of New York shall not issue a construction permit or a certificate of occupancy to any adult day care center not previously open and operating as of the effective date of this section.

3. Adult day care centers located within the city of New York that are open and operating and have been assigned a NPI number as of the effective date of this section are exempt from the moratorium instituted by this section.

4. In the event an existing adult day care center referred to in subdivision three of this section is providing services to the maximum number of adults it can serve in its current existing facility, the owner or operator of such center can seek to expand the existing facility, construct a new center or open an additional center. However, such expansion, construction or opening of an additional center must be completed within the same congressional district.

§3. This act shall take effect 6/13 [this date is handwritten].

81. On or about February 1, 4, 7, and 10, 2013, ERIC STEVENSON, the defendant, and the CW spoke on the telephone. During these calls, STEVENSON and the CW discussed, among other things, the Concourse Village Event, which was scheduled for February 21, 2013. STEVENSON and the CW also discussed the possibility of STEVENSON hosting an additional event on February 28, 2013. They discussed how the purpose of both of these events was to recruit senior citizens for the Westchester Avenue Center. During the call on or about February 4, 2013, STEVENSON told the CW that the cost for fliers for both events would be about $540, and the cost for food would be about $2,400. On or about February 5,

2013, the CW delivered checks to STEVENSON made out to the vendors for fliers and for food for the Concourse Village Event. One check was for $500 and the other was for $1,200, and both were signed by DAVID BINMAN, the defendant (the "Concourse Village Checks"). According to the CW, shortly thereafter, BINMAN gave the CW an additional check for $1,200, which the CW gave directly to a vendor.

82. On or about February 11, 2013, ERIC STEVENSON, the defendant, and the CW spoke on the telephone, and had the following discussions, among others:

a. STEVENSON said, "We got the bill [the Moratorium Legislation] back today," meaning the draft of the Moratorium Legislation had been finalized. STEVENSON said, "The bill is done now, it's going out to the members . . . to the committee and . . . we're gonna . . . try to push it to get it to the floor." STEVENSON said, "It's a whole bunch of pages. . . . The lawyers say the legislative . . . findings [relating to concerns about the increased number of adult day care centers] . . . they find it to be true . . . that it's legitimately suspicious. . . . You know, they sprouting up all over and they saying it's a lot, you know?" Based on my training and experience, participation in this investigation, review of the recordings, and conversations with the CW, I believe that when STEVENSON said that the "lawyers" found the "legislative findings" of the Moratorium Legislation "to be true," STEVENSON meant that, even though the Moratorium Legislation was designed to benefit IGOR BELYANSKY, ROSTISLAV BELYANSKY, a/k/a "Slava," IGOR TSIMERMAN, and DAVID BINMAN, the "lawyers" who worked on drafting the Moratorium Legislation for STEVENSON actually believed that the increased number of adult day care centers (which were "sprouting up all over") in New York City was a "legitimate[]" problem.

b. STEVENSON said that the "Concourse Village" Event is "gonna be crazy" because "every building, every floor, every apartment" is getting a flyer advertising the Event. The CW provided me with a copy of the flyer for the event, which read, "Assemblyman Hon. Eric A. Stevenson in conjunction with [the Westchester Avenue Center] invites you to the 79th District Black History Month Celebration Program."

c. STEVENSON said he wanted to do the Moratorium Legislation as a "one-house bill," rather than getting a co-sponsor in the Senate, because doing it with a co-sponsor would "delay" it "too long." STEVENSON advised, "I'm gonna get the ball rolling here."

d. STEVENSON said, "I get up there at 4 or 5 on Friday." I believe STEVENSON meant that he would arrive in Albany, New York, at around 4:00 p.m. or 5:00 p.m. on Friday, February 15, 2013, where he planned to join the CW, as well as BELYANSKY, SLAVA, TSIMERMAN, and BINMAN, at a hotel, because they were all going to attend the annual conference of the New York State Association of Black and Puerto Rican Legislators (the "February Legislators Conference").

e. STEVENSON said that he would give "Igor [IGOR BELYANSKY, the defendant] and them" a "copy of the bill" so "they all can be happy." STEVENSON said, "If too many [adult day care centers] open[] up, it's gonna hurt the centers that's open," so "we have to put a moratorium on it."

83. On or about February 15, 2013, ERIC STEVENSON, IGOR BELYANSKY, ROSTISLAV BELYANSKY, a/k/a "Slava," IGOR TSIMERMAN, and DAVID BINMAN, the defendants, all met, together with the CW, in Albany, New York, for the February Legislators Conference. BINMAN paid for multiple rooms at the hotel, including two adjoining rooms (the "Adjoining Rooms") where the CW and SLAVA stayed.

84. On or about February 16, 2013, the CW took audio and video surveillance inside one of the Adjoining Rooms (the "CW's Room"). Based on my review of the recording, as well as my conversations with the CW, ROSTISLAV BELYANSKY, a/k/a "Slava," gave the CW $5,000 in cash inside the CW's room. At the time SLAVA handed the CW this money, the CW counted that there were 50 $100 bills. The CW called STEVENSON and gave STEVENSON the room number to the CW's room. A few minutes later, STEVENSON came into the CW's room. Shortly after STEVENSON entered the CW's room, the CW knocked on the door of the adjoining room, and SLAVA returned to the CW's Room through that door, briefly spoke to STEVENSON, and then left again. After SLAVA had again left the room, the CW took $500 from the $5,000. While the CW was taking this $500, STEVENSON went to the bathroom of the CW's room, but left the door open. The CW then went inside the bathroom of the CW's room and handed the $4,500 in cash to STEVENSON. As STEVENSON and the CW walked out of the bathroom, SLAVA entered the CW's room. STEVENSON then greeted SLAVA with a handshake and a hug. Subsequently, the CW gave the $500 the CW had received to law enforcement officers.

85. On or about February 20, 2013, the Moratorium Legislation was introduced and referred to the New York State Assembly's Aging Committee as Bill Number A05139. As noted, a copy of the proposed Moratorium Legislation, which is available on the

website for the New York States Assembly, is attached to this Complaint as Exhibit A. The sponsor of the bill is listed as ERIC STEVENSON, the defendant, and the text of the bill is substantially similar to the text of the draft described above in paragraph 80.

86. On or about February 20, 2013, law enforcement officers reviewed the web page for ERIC STEVENSON, the defendant, maintained on the website of the New York State Assembly. Under a tab labeled "sponsored legislation," there appears a list of legislation sponsored by STEVENSON. The most recent item in the list under the heading "Prime-Sponsored Legislation" was an entry that read "A05139 Establishes a temporary moratorium on the construction and/or opening of new adult day care centers."

87. On or about February 21, 2013, ERIC STEVENSON, the defendant, hosted the Concourse Village Event in order to, among other things, recruit senior citizens for the Westchester Avenue Center. IGOR BELYANSKY, ROSTISLAV BELYANSKY, a/k/a "Slava," IGOR TSIMERMAN, and DAVID BINMAN, the defendants, also attended the Event, as did the CW. During the Event, STEVENSON handed out plaques to certain individuals for their work in the community, and took photographs with the recipients together with BINMAN. During the event, approximately 30 individuals filled out applications for the Westchester Avenue Center. In addition, approximately 60 individuals took applications for the Westchester Avenue Center. STEVENSON hosted a similar recruiting event on or about February 28, 2013.

88. On or about February 22, 2013, the CW met with IGOR BELYANSKY, IGOR TSIMERMAN, and DAVID BINMAN, the defendants. During this meeting, BELYANSKY said that, as a result of the Moratorium Legislation, the value of BELYANSKY's share in the Jerome Avenue and Westchester Avenue Centers would double, and would go from being worth approximately $350,000 to being worth approximately $700,000.

89. On or about March 7, 2013, the Jerome Avenue Center opened for business.

WHEREFORE, deponent respectfully requests that warrants be issued for the arrests of ERIC STEVENSON, IGOR BELYANSKY, ROSTISLAV BELYANSKY, a/k/a "Slava," IGOR TSIMERMAN, and DAVID BINMAN, the defendants, and that they be arrested and imprisoned, or bailed, as the case may be.

ROBERT RYAN
Criminal Investigator
United States Attorney's Office
Southern District of New York

Sworn to before me this
2nd day of April 2013

HONORABLE FRANK MAAS
UNITED STATES MAGISTRATE JUDGE
SOUTHERN DISTRICT OF NEW YORK

EXHIBIT A

STATE OF NEW YORK

5139

2013-2014 Regular Sessions

IN ASSEMBLY

February 20, 2013

Introduced by M. of A. STEVENSON -- read once and referred to the Committee on Aging

AN ACT to amend the administrative code of the city of New York, in relation to establishing a temporary moratorium on the construction and/or opening of new adult day care centers; and providing for the repeal of such provisions upon expiration thereof

THE PEOPLE OF THE STATE OF NEW YORK, REPRESENTED IN SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS:

Section 1. Legislative findings and intent. The legislature hereby finds that there has been a substantial increase in the number of new adult day care centers constructed and/or opened in the city of New York, leading to concerns regarding the quality of and actual need for additional adult day care centers within the five boroughs. The legislature declares that the absence of a statute authorizing the department of buildings of the city of New York to institute a moratorium on the construction and/or opening of such new adult day care centers has created confusion and uncertainty as to the services and general supervision that such centers should provide to the elderly and individuals with disabilities. However, the legislature finds that such a moratorium should not affect current adult day care centers that are open and operating on or before the effective date of this act.

S 2. The administrative code of the city of New York is amended by adding a new section 28-105.13 to read as follows:

S 28-105.13 TEMPORARY MORATORIUM ON CONSTRUCTION AND/OR OPENING OF NEW ADULT DAY CARE CENTERS. 1. FOR THE PURPOSES OF THIS SECTION, "ADULT DAY CARE CENTER" OR "ADULT DAY SERVICE" SHALL MEAN A NON-RESIDENTIAL FACILITY PROVIDING MEALS, ACTIVITIES, SOCIAL AND RECREATIONAL OUTINGS, AND GENERAL SUPERVISION FOR THE ELDERLY AND/OR INDIVIDUALS WITH DISABILITIES WITH A VARIETY OF MEDICAL NEEDS. AN ADULT DAY CARE CENTER IS ALSO TYPICALLY ASSIGNED A UNIQUE NATIONAL PROVIDER IDENTIFIER (NPI) NUMBER BY THE FEDERAL CENTERS FOR MEDICARE AND MEDICAID SERVICES.

EXPLANATION--Matter in ITALICS (underscored) is new; matter in brackets [ ] is old law to be omitted.

2. THERE SHALL BE A THREE-YEAR MORATORIUM ON THE CONSTRUCTION AND/OR OPENING OF NEW ADULT DAY CARE CENTERS WITHIN THE CITY OF NEW YORK. AS OF THE EFFECTIVE DATE OF THIS SECTION, NO NEW ADULT DAY CARE CENTER SHALL BE CONSTRUED OR OPENED WITHIN THE CITY OF NEW YORK DURING THE DURATION OF SUCH MORATORIUM. FOR THE DURATION OF THE MORATORIUM, THE DEPARTMENT OF BUILDINGS OF THE CITY OF NEW YORK SHALL NOT ISSUE A CONSTRUCTION PERMIT OR A CERTIFICATE OF OCCUPANCY TO ANY ADULT DAY CARE CENTER NOT PREVIOUSLY OPEN AND OPERATING AS OF THE EFFECTIVE DATE OF THIS SECTION.

3. ADULT DAY CARE CENTERS LOCATED WITHIN THE CITY OF NEW YORK THAT ARE OPEN AND OPERATING AND HAVE BEEN ASSIGNED A NPI NUMBER AS OF THE EFFECTIVE DATE OF THIS SECTION ARE EXEMPT FROM THE MORATORIUM INSTITUTED BY THIS SECTION.

4. IN THE EVENT AN EXISTING ADULT DAY CARE CENTER REFERRED TO IN SUBDIVISION THREE OF THIS SECTION IS PROVIDING SERVICES TO THE MAXIMUM NUMBER OF ADULTS IT CAN SERVE IN ITS CURRENT EXISTING FACILITY, THE OWNER OR OPERATOR OF SUCH CENTER CAN SEEK TO EXPAND THE EXISTING FACILITY, CONSTRUCT A NEW CENTER OR OPEN AN ADDITIONAL CENTER. HOWEVER, SUCH EXPANSION, CONSTRUCTION OR OPENING OF AN ADDITIONAL CENTER MUST BE COMPLETED WITHIN THE SAME CONGRESSIONAL DISTRICT.

S 3. This act shall take effect July 1, 2013 and shall expire and be deemed repealed 3 years after such date.