

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

UNITED STATES OF AMERICA	: CRIMINAL NO. <u>15-</u>
v.	: DATE FILED: _____
DOUGLAS KREMER a/k/a “John Douglas Kremer”	: VIOLATION: 18 U.S.C. § 1343 (wire fraud – 1 count) : 18 U.S.C. § 2 (aiding and abetting) Notice of forfeiture

INFORMATION

COUNT ONE

THE UNITED STATES ATTORNEY CHARGES THAT:

At all times material to this information:

1. Meyer Jabara Hotels, LLC (“Meyer Jabara”) was a management company responsible for providing management services to the Sheraton University City Hotel located at 3549 Chestnut Street, Philadelphia, Pennsylvania. The Sheraton University City Hotel is owned by the University of Pennsylvania. The Sheraton University City Hotel has its business bank account with Sovereign Bank, which is insured by the Federal Deposit Insurance Corporation (“FDIC”).

2. Co-conspirator 1, a person known to the United States Attorney, was employed by Meyer Jabara and was the “General Manager” at the Sheraton University City Hotel. In his capacity as general manager, co-conspirator 1 oversaw all aspects of the day-to-day financial and personnel management of the Sheraton University City Hotel. Co-conspirator 1 had the authority to hire vendors and enter into contracts with vendors on behalf of the Sheraton University City Hotel and authorize payment to vendors on behalf of the Sheraton University City Hotel.

3. Co-conspirator 1 maintained a personal bank account at PNC Bank, a financial institution which operated in interstate commerce and was insured by the FDIC.

4. Defendant DOUGLAS KREMER is the owner of Accent Construction. Accent Construction provided construction and renovation services to the Sheraton University City Hotel.

THE SCHEME

5. From in or around March 2013 to in or around April 2013, in the Eastern District of Pennsylvania, and elsewhere, defendant

**DOUGLAS KREMER,
a/k/a “John Douglas Kremer”**

and others known and unknown to the United States Attorney, knowingly devised a scheme and artifice to defraud and to obtain money and property by means of false and fraudulent pretenses, representations, and promises.

MANNER AND MEANS

It was part of the scheme that:

6. Co-conspirator 1 instructed vendors who provided services to the hotel, including defendant DOUGLAS KREMER, to fraudulently inflate service invoices submitted by them by as high as approximately 20 percent for services rendered.

7. Defendant DOUGLAS KREMER inflated the invoices Accent Construction and then provided the additional and ill-gotten inflated funds to co-conspirator 1 as kickbacks.

8. From in or about March 2013 to in or about April 2013, defendant DOUGLAS KREMER, at the direction of co-conspirator 1, signed over two checks issued by the

Sheraton University City Hotel's Sovereign Bank account totaling approximately \$67,200 to co-conspirator 1 as kickbacks for a construction contract.

9. On or about March 20, 2013, and April 12, 2013, co-conspirator 1 deposited the two checks totaling approximately \$67,200 given to him by defendant DOUGLAS KREMER into his personal PNC bank account.

10. On or about the dates set forth below, in the Eastern District of Pennsylvania, and elsewhere, defendants

**DOUGLAS KREMER,
a/k/a "John Douglas Kremer"**

and other persons known and unknown to the United States Attorney, for the purpose of executing the scheme described above, and attempting to do so, and aiding and abetting its execution, caused to be transmitted by means of wire communication in interstate commerce the signals and sounds described below:

COUNT	DATE	DESCRIPTION
1	April 12, 2013	Sheraton University City Hotel, Sovereign Bank Check #126824 in the amount of \$33,600, provided by defendant DOUGLAS KREMER to co-conspirator 1 was deposited into co-conspirator 1's PNC Bank Account in Pennsylvania and processed electronically by PNC Bank in New York.

All in violation of Title 18, United States Code, Sections 1343 and 2.

NOTICE OF FORFEITURE

THE GRAND JURY FURTHER CHARGES THAT:

1. As a result of the violations of Title 18, United States Code, Section 1343, as set forth in this information, defendant

**DOUGLAS KREMER,
a/k/a “John Douglas Kremer”**

shall forfeit to the United States of America any property that constitutes, or is derived from, proceeds obtained directly or indirectly from the commission of such offenses, including, but not limited to, the sum of \$67,200 and:

2. If any of the property subject to forfeiture, as a result of any act or omission of the defendants:

- (a) cannot be located upon the exercise of due diligence;
- (b) has been transferred or sold to, or deposited with, a third party;
- (c) has been placed beyond the jurisdiction of the Court;
- (d) has been substantially diminished in value; or
- (e) has been commingled with other property which cannot be divided without difficulty;

it is the intent of the United States, pursuant to Title 28, United States Code, Section 2461(c), incorporating Title 21, United States Code, Section 853(p), to seek forfeiture of any other property of the defendant(s) up to the value of the property subject to forfeiture.

All pursuant to Title 28, United States Code, Section 2461(c) and Title 18,
United States Code, Sections 981(a)(1)(C).

ZANE DAVID MEMEGER
United States Attorney