

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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UNITED STATES OF AMERICA : SEALED INDICTMENT
 :
-v.- : S3 08 Cr. 828
 :
MICHAEL FORDE, :
JOHN GREANEY, :
BRIAN HAYES, :
MICHAEL BRENNAN, :
FINBAR O'NEILL, :
JOSEPH OLIVIERI, :
BRIAN CARSON, :
JOSEPH RUOCCO, :
JOHN STAMBERGER, and :
MICHAEL VIVENZIO, :
 :
Defendants. :
 :
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COUNT ONE

(Racketeering Conspiracy)

The Grand Jury charges:

The Enterprise

1. At all times relevant to this Indictment, the United Brotherhood of Carpenters and Joiners (the "U.B.C.J.") was a national labor union that represented skilled workers on construction sites. In New York City, the U.B.C.J. has approximately 20,000 members and is divided into approximately eleven locals within the five boroughs.

2. At all times relevant to this Indictment, the District Council of New York City and Vicinity of the U.B.C.J. (the "District Council") and its constituent local unions were labor organizations within the meaning of the Labor-Management

Relations Act of 1947, 29 U.S.C. §§ 142 and 152, and the Labor Management Reporting and Disclosure Act of 1959, 29 U.S.C. § 402(i) and (j). The District Council was the administrative body that oversaw the New York City locals of the U.B.C.J. On behalf of its locals, the District Council entered into numerous contracts, or collective bargaining agreements ("CBAs"), with various construction contractors and associations of construction contractors who operated at jobsites in the five boroughs of New York City. The District Council, whose offices were located at 395 Hudson Street, New York, New York, was headed by the Executive Secretary-Treasurer ("EST").

3. The CBAs governed many aspects of the relationship between individual contractors and union members employed by such contractors as carpenters at jobsites within New York City. Among other things, the CBAs required that signatory contractors employ only union members to perform the specified construction work. The CBAs also obligated contractors to pay its workers at an hourly rate specified in the CBA and to make contributions for each hour worked to the District Council's benefit funds.

4. At all times relevant to this Indictment, the District Council's benefit funds included the New York District Council of Carpenters Pension Plan, the New York District Council of Carpenters Welfare Fund, the New York District Council of Carpenters Vacation Fund (which was made a part of the Welfare

Fund in or about 2008), and the New York District Council of Carpenters Annuity Fund (the "District Council Benefit Funds" or "Funds"). The Funds were employee benefit plans subject to the provisions of Title I of the Employee Retirement Income Security Act ("ERISA"), 29 U.S.C. § 1001, et seq., and provided life insurance, health insurance, pension, retirement and vacation benefits to participating union members and their families. The Funds' offices were located at 395 Hudson Street, in Manhattan. Pursuant to their CBAs with the District Council, contractors were required to submit weekly remittance reports to the Funds, reporting the names of and hours worked by all carpentry-trade employees, including union members on their jobsites that week, and making the required benefits contributions for those workers. Management of the Funds was overseen by twelve trustees, including six appointed by the District Council, and six appointed by the contractors or contractors' associations.

5. At all times relevant to this Indictment, the District Council's CBAs with contractors also generally empowered the union to appoint a "shop steward" to each job. The shop steward's principal duty was to be the daily "eyes and ears" of the union and to report a contractor's violations of the collective bargaining agreement. The shop steward was required to submit weekly reports, called "shop steward reports," to the local union office accurately identifying all carpentry-trade

employees, including union members, who were employed on the jobsite and the hours each employee worked. Thus, the shop steward was required to observe the number of hours worked at the jobsite by the employees in order to report the carpenter-hours accurately each week. The District Council and District Council Benefit Funds relied on the information contained in the shop steward reports to be accurate. Specifically, the Funds relied on shop steward reports when auditing contractors to ensure that all benefit payments had been paid on behalf of employees covered by the CBA who were working on the jobsite.

6. At all times relevant to this Indictment, each local of the District Council was run by a Business Manager, who was in charge of the local, and by Business Agents who, among other things, reviewed shop steward reports and oversaw union-covered work within that local's geographic jurisdiction. The positions of Business Manager and Business Agent were salaried positions of the District Council, and the EST appointed individuals to those positions. Each local also had elected positions, including the positions of President and Vice President.

7. Local 608 of the United Brotherhood of Carpenters and Joiners ("Local 608") was one of the 11 constituent locals of the District Council. Local 608 was also the largest local, with approximately 7,400 members, and maintained offices on the West

Side of Manhattan and in the Bronx.

8. At all times relevant to this Indictment, the District Council, including its constituent locals and Benefit Funds, was an "enterprise," at that term is defined in Title 18, United States Code, Section 1961(4). This enterprise was engaged in, and its activities affected, interstate and foreign commerce.

The Consent Decree

9. At all times relevant to this Indictment, the District Council, including its constituent locals was bound by a court-ordered Consent Decree entered in 1994 in the United States District Court for the Southern District of New York, in a civil case brought by the United States Government under the Racketeer Influenced and Corrupt Organizations Act ("RICO") to address the history of union corruption and organized crime influence within the District Council. See United States v. District Council of Carpenters, 90 Civ. 5722 (Hon. Charles S. Haight). From at least May 2, 1996 up through and including the date of this Indictment, the District Council Benefit Funds were also bound by the terms of the Consent Decree, pursuant to Judge Haight's decision and order. See id., 1996 WL 221584, at *5 (S.D.N.Y. May 2, 1996).

10. The Consent Decree, among other things, permanently enjoined all current and future officers, employees, and members of the District Council and its constituent locals (i) "from committing any act of racketeering activity," as

defined in Title 18, United States Code, Section 1961; (ii) "from knowingly associating with any member or associate of any La Cosa Nostra crime family or any other criminal group"; and (iii) "from obstructing or otherwise improperly interfering with the work of the officers" appointed pursuant to or addressed in the Consent Decree. The Consent Decree also instituted job referral rules governing the assignment of shop stewards and union members to jobsites, to ensure that shop stewards and union members were assigned to jobs in non-corrupt, equitable manner. From time to time, those job referral rules have been amended by court order.

11. In or about December 2002, in the face of allegations that certain officers and representatives of the District Council, including MICHAEL FORDE and JOHN GREANEY, the defendants, had persistently violated the job referral rules instituted by the Consent Decree, Judge Haight entered a further stipulation and order in United States v. District Council of Carpenters, 90 Civ. 5722, appointing an Independent Investigator to investigate allegations of corruption and wrongdoing in connection with the District Council's job referral system. The order broadly defined "wrongdoing" to include, without limitation, "(i) manipulation of the job referral rules for political or personal gain; (ii) falsified reports, including without limitation shop steward reports; (iii) kickbacks and bribes; and (iv) permitting contractors to pay workers in

cash. . . ." Moreover, the Court ordered all of the District Council's officers, employees, and shop stewards to "promptly report" any such acts of wrongdoing or corruption, whether actual or suspected, to the Independent Investigator. At all times from December 2002 until the date of this Indictment, the District Council's officers, employees and shop stewards were subject to this affirmative reporting obligation ordered by the District Court.

The Defendants

12. MICHAEL FORDE was, at all times relevant to this Indictment, a member and officer of the District Council and/or Local 608. From approximately 2000 up to the date of this Indictment, FORDE was the Executive Secretary Treasurer ("EST"), to wit, the officer in charge of the District Council, and the Chairman and a trustee of the District Council Benefit Funds. From approximately 1997 to 2000, FORDE was an employee of the District Council as Business Manager appointed to Local 608, as well as an officer as the elected President of Local 608. From approximately 1995 to 1997, FORDE was an employee of the District Council as a Business Agent appointed to Local 608. In these capacities, FORDE owed a fiduciary duty of loyalty and honest services to the District Council, Local 608, and their members, and to the Benefit Funds and the Funds' participants and beneficiaries.

13. JOHN GREANEY was, at all times relevant to this Indictment, a member and/or officer of the District Council and Local 608. From approximately 2000 to 2008, GREANEY was an employee of the District Council as Business Manager appointed to Local 608 and an officer, to wit, President of Local 608. From approximately 1997 to 2000, GREANEY was an employee of the District Council as Business Agent appointed to Local 608, and an officer, to wit, Vice President of Local 608. From approximately 2003 up to the date of this Indictment, GREANEY was also a trustee of the District Council Benefit Funds. In these capacities, GREANEY owed a fiduciary duty of loyalty and honest services to the District Council, Local 608, and their members, and to the Benefit Funds and the Funds' participants and beneficiaries.

14. BRIAN HAYES was, at all times relevant to this Indictment, a member and/or officer of the District Council and Local 608. From approximately May 2004 to the date of this Indictment, HAYES was an employee of the District Council as a Business Agent appointed to Local 608, and after 2002, he was an officer of Local 608 as an elected trustee. Prior to May 2004, HAYES was a District Council shop steward with Local 608. In these capacities, HAYES owed the District Council, Local 608, and their members a fiduciary duty of loyalty and honest services.

15. FINBAR O'NEILL was, at all relevant times, a contractor and an associate of MICHAEL FORDE. In the 1990's, O'NEILL was the owner of KAFCI, a drywall contractor that had signed a CBA with the District Council.

16. From at least 1995 until approximately June 2008, MICHAEL BRENNAN was a member of the District Council and Local 608. From at least 1995 until December 2004, BRENNAN was a District Council shop steward with Local 608. As a shop steward, BRENNAN owed the District Council, Local 608, and their members a fiduciary duty of loyalty and honest services.

17. From at least in or about 1995, up to and including in or about December 2004, MICHAEL FORDE, JOHN GREANEY, BRIAN HAYES, and MICHAEL BRENNAN, the defendants, assisted by FINBAR O'NEILL, the defendant, collected and received illegal payments of thousands of dollars from certain contractors whose employees were members of the U.B.C.J., the District Council, and its constituent local unions.

Purposes of the Racketeering Enterprise

18. The purposes of the enterprise included:

a. Enriching certain officers and representatives of the District Council, including but not limited to MICHAEL FORDE, JOHN GREANEY, MICHAEL BRENNAN, BRIAN HAYES, and FINBAR O'NEILL, the defendants, and Gerald Philbin, a now-deceased District Council employee appointed as a Business

Agent to Local 608, by unlawfully soliciting and obtaining cash payments, in violation of federal and state labor law, from owners of construction contractors whose employees were represented or would have been admitted to membership in the District Council and its constituent local unions;

b. Enriching contractors that made unlawful cash payments to members and associates of the enterprise; and

c. Avoiding detection of their illegal conduct, in order to permit them to maintain control of the enterprise and to continue to enrich themselves and others.

Means and Methods of the Enterprise

19. The means and methods by which the defendants and other enterprise members and associates conducted and participated in the conduct of the affairs of the enterprise included the following:

a. Members and associates of the enterprise exploited their positions within the enterprise to solicit and obtain unlawful payments of money from certain contractors, typically as a bribe;

b. Members and associates of the enterprise permitted certain contractors to violate the terms of their collective bargaining agreements with the District Council by, among other things, paying employees, including union members, cash off-the books; paying employees, including union members, at

below-union rates without benefits; filing false remittance reports with the Benefit Funds that underreported the employees and hours worked by employees, thereby underreporting monies owed to the Benefit Funds on behalf of such employees; employing illegal aliens and non-union workers on their jobsites; and performing covered work without a shop steward.

c. Members and associates of the enterprise violated and attempted to violate, undermine, and avoid the requirements of the Consent Decree and orders of the United States District Court in the Southern District of New York in United States v. District Council of Carpenters, 90 Civ. 5722, in order to ensure their continued control of the enterprise and their ability to obtain unlawful payments;

d. Members and associates of the enterprise gave advanced notice to certain contractors of imminent job site inspections by the Independent Investigator or other investigators or union officials;

e. Members and associates of the enterprise violated the District Council job referral rules to ensure that complicit shop stewards and union workers were assigned to the jobsites of contractors who made unlawful payments to members and associates of the enterprise;

f. Members and associates of the enterprise filed shop steward reports that underreported the number of

carpenters working on the jobs and the hours those reported carpenters worked, and that omitted the names of other carpentry-trade employees who had worked;

g. Members and associates of the enterprise issued union cards to illegal aliens, in part to aid certain contractors who employed those illegal workers so that it would appear that those contractors were abiding by the CBA;

h. Members and associates of the enterprise made false statements under oath to the court-appointed Independent Investigator and in federal court proceedings;

i. Members and associates of the enterprise destroyed documents; and

j. Members and associates of the enterprise violated their fiduciary and court-ordered duties to disclose material facts concerning wrongful and corrupt conduct by themselves and others affecting the affairs of the District Council and its constituent local unions and the District Council Benefit Funds.

The Racketeering Conspiracy

20. From at least in or about 1995, up through and including on or about the date of this Indictment, in the Southern District of New York and elsewhere, MICHAEL FORDE, JOHN GREANEY, BRIAN HAYES, MICHAEL BRENNAN, FINBAR O'NEILL, and others known and unknown, being persons employed by and associated with

the racketeering enterprise described in Paragraphs 1 through 8 above, namely the District Council and its constituent locals and Benefit Funds, which enterprise was engaged in, and the activities of which affected, interstate and foreign commerce, unlawfully, knowingly, and intentionally conspired to violate 18 U.S.C. § 1962(c), to wit, to conduct and participate, directly and indirectly, in the conduct of the affairs of that enterprise through a pattern of racketeering activity, as that term is defined in Title 18, United States Code, Sections 1961(1) and 1961(5), consisting of multiple acts indictable under the following provisions of federal law:

(a) Title 18, United States Code, Sections 1343, 1346 and 2 (honest services wire fraud);

(b) Title 18, United States Code, Sections 1343 and 2 (property wire fraud);

(c) Title 29, United States Code, Sections 186 and 2 (unlawful receipt of labor payments);

(d) Title 18, United States Code, Sections 664 and 2 (embezzlement from pension and welfare benefit funds);

(e) Title 18, United States Code, Sections 1954 and 2 (unlawful payments concerning benefit plans);

(f) Title 18, United States Code, Sections 1503 and 2 (obstruction of justice);

and multiple acts involving state offenses chargeable

under the following provisions of state law:

(g) New York Penal Law § 180.25 and § 20.00 (acts involving bribery).

21. It was a further part of the conspiracy that each defendant agreed that a conspirator would commit at least two acts of racketeering activity in the conduct of the affairs of the enterprise.

(Title 18, United States Code, Section 1962(d).)

COUNT TWO

(Racketeering)

The Grand Jury further charges:

22. Paragraphs 1 through 19 of this Indictment are repeated and realleged and incorporated by reference as though fully set forth herein.

23. From in or about 1995 up through and including on or about the date of this Indictment, in the Southern District of New York and elsewhere, MICHAEL FORDE, JOHN GREANEY, BRIAN HAYES, and MICHAEL BRENNAN, the defendants, and others known and unknown, being persons employed by and associated with the racketeering enterprise described in Paragraphs 1 through 8 above, namely, the District Council and its constituent locals and Benefit Funds, which enterprise was engaged in, and the activities of which affected, interstate and foreign commerce, unlawfully, willfully, and knowingly did conduct and participate,

directly and indirectly, in the conduct of the affairs of that enterprise through a pattern of racketeering activity, as that term is defined in Title 18, United States Code, Sections 1961(1) and 1961(5), to wit, through the commission of the following racketeering acts:

The Pattern of Racketeering

24. The pattern of racketeering activity, as defined in Title 18, United States Code, Sections 1961(1) and 1961(5), consisted of the following acts:

Racketeering Act One - Bribery and Labor
Racketeering (Contractor #1)

25. MICHAEL FORDE, JOHN GREANEY and MICHAEL BRENNAN, the defendants, committed the following acts of racketeering, any of which alone constitutes the commission of Racketeering Act One:

Unlawful Receipt of Labor Payments

a. From at least in or about 2000, up to and including in or about December 2004, in the Southern District of New York and elsewhere, MICHAEL FORDE, JOHN GREANEY, and MICHAEL BRENNAN, the defendants, and others known and unknown, being representatives of the employees of Contractor #1, unlawfully, willfully, and knowingly, did request, demand, receive and accept, and agree to receive and accept, payments, loans, and deliveries of money and other things of value, whose value exceeded \$1,000, from Contractor #1, an employer and a person

acting in the interest of an employer, whose employees were employed in an industry affecting commerce, in violation of Title 29, United States Code, Section 186(b)(1) and (d)(2), and Title 18, United States Code, Section 2.

Bribe Receiving

b. From at least in or about 2000 up to and including in or about December 2004, in the Southern District of New York and elsewhere, MICHAEL FORDE, JOHN GREANEY, and MICHAEL BRENNAN, the defendants, and others known and unknown, being labor officials, unlawfully, willfully, and knowingly did solicit, accept, and agree to accept a benefit from another person upon an agreement and understanding that such benefit would influence him in respect to his acts, decisions, and duties as such labor official, to wit, FORDE, GREANEY, BRENNAN, and others, collected money from Contractor #1 in exchange for, among other things, permitting Contractor #1 to violate the terms of its collective bargaining agreement with the District Council, in violation of New York Penal Law §§ 180.25 and 20.00.

Embezzlement of Union Benefit Funds

c. From at least in or about 2000 up to and including in or about December 2004, in the Southern District of New York and elsewhere, MICHAEL FORDE, JOHN GREANEY, and MICHAEL BRENNAN, the defendants, and others known and unknown, unlawfully, willfully, and knowingly did embezzle, steal, abstract, and convert to their own use, and to the use of

another, moneys, funds, securities, premiums, credits, property, and other assets of the District Council Benefit Funds, to wit, FORDE, GREANEY, BRENNAN, and others, aided Contractor #1 to violate the terms of its collective bargaining agreement with the District Council and prevent the collection of contributions due the District Council Benefit Funds, all for the economic benefit of Contractor #1 and themselves, in violation of Title 18, United States Code, Sections 664 and 2.

Wire Fraud

d. From in or about 2000 up to and including in or about December 2004, in the Southern District of New York and elsewhere, MICHAEL FORDE, JOHN GREANEY, and MICHAEL BRENNAN, the defendants, and others known and unknown, unlawfully, willfully, and knowingly, having devised and intending to devise a scheme and artifice to defraud, and for obtaining money and property by means of false and fraudulent pretenses, representations, and promises, did transmit and cause to be transmitted by means of wire, in interstate commerce, writings, signs, signals, pictures and sounds for the purpose of executing such scheme and artifice, to wit, FORDE, GREANEY, and BRENNAN engaged in Contractor #1's scheme to defraud the District Council Benefit Funds of property by preventing the collection of monetary contributions due the District Council Benefit Funds on behalf of Contractor #1's employees and thereby caused and aided or abetted wire transmissions between New York and New Jersey in furtherance of

that scheme, including the wire transfer of false remittance reports from Contractor #1 to the District Council Benefit Funds.

Deprivation of Honest Services
As to the District Council and its Members

e. From in or about 2000 up to and including in or about December 2004, in the Southern District of New York and elsewhere, MICHAEL FORDE, JOHN GREANEY, and MICHAEL BRENNAN, the defendants, and others known and unknown, unlawfully, willfully, and knowingly, having devised and intending to devise a scheme and artifice to defraud, and to deprive the District Council, Local 608, and their members of the intangible right to the honest services of their officers, agents, shop stewards, representatives, and fiduciaries, to wit, the honest services of FORDE, GREANEY, BRENNAN, Gerald Philbin, and others, did transmit and cause to be transmitted by means of wire communication in interstate commerce, writings, signs, signals, pictures and sounds for the purpose of executing such scheme and artifice, to wit, FORDE, GREANEY and BRENNAN participated in a scheme to deprive the District Council, Local 608, and their members of the honest services of their officers and representatives, and in furtherance of that scheme aided and abetted wire transmissions between New York and New Jersey, including the wire transmission of fraudulent remittance reports from contractors to the District Council Benefit Funds, in violation of Title 18, United States Code, Sections 1343, 1346 and 2.

Deprivation of Honest Services
As to the District Council Benefit Funds,
and the Funds' Participants and Beneficiaries

f. From in or about 2000, up through and including in or about December 2004, in the Southern District of New York and elsewhere, MICHAEL FORDE, JOHN GREANEY, and MICHAEL BRENNAN, the defendants, and others known and unknown, unlawfully, willfully, and knowingly, having devised and intending to devise a scheme and artifice to defraud, and to deprive the District Council Benefit Funds and its participants and beneficiaries of the intangible right to the honest services of their officers, representatives, agents, and fiduciaries, to wit, the honest services of FORDE and GREANEY, did transmit and cause to be transmitted by means of wire communication in interstate commerce, writings, signs, signals, pictures and sounds for the purpose of executing such scheme and artifice, to wit, FORDE, GREANEY, and BRENNAN participated in a scheme to deprive the District Council Benefit Funds and its participants and beneficiaries of the honest services of its trustees, and in furtherance of that scheme aided and abetted wire transmissions between New York and New Jersey, including the wire transmission of fraudulent remittance reports from contractors to the Benefit Funds, in violation of Title 18, United States Code, Sections 1343, 1346 and 2.

Influencing the Operations of an Employee Benefit Plan

g. From at least in or about 2000, up through and including in or about December 2004, in the Southern District of New York and elsewhere, MICHAEL FORDE, JOHN GREANEY and MICHAEL BRENNAN, the defendants, being officers, agents and employees of employee organizations whose members were covered by the District Council Benefit Funds, and FORDE and GREANEY being trustees of the District Council Benefit Funds, unlawfully and knowingly received and agreed to receive and solicited gifts, money and things of value because of and with the intent to be influenced with respect to, their actions, decisions, and other duties relating to questions and matters concerning the Funds, to wit, FORDE, GREANEY, and BRENNAN accepted cash payments and things of value from Contractor #1, a contractor that was evading payment of contributions owed on behalf of employees to the Benefit Funds, because of and with the intent to be influenced with respect to their actions, decisions and other duties concerning the collection of contributions from Contractor #1, in violation of Title 18, United States Code, Sections 1954 and 2.

Racketeering Act Two - Bribery and
Labor Racketeering (Contractor #2)

26. MICHAEL FORDE, JOHN GREANEY, and BRIAN HAYES, the defendants, committed the following acts of racketeering, any of which alone constitutes the commission of Racketeering Act Two:

Unlawful Receipt of Labor Payments

a. From in or about 1998 through in or about December 2004, in the Southern District of New York and elsewhere, MICHAEL FORDE, JOHN GREANEY, and BRIAN HAYES, the defendants, and others known and unknown, being representatives of the employees of Contractor #2, unlawfully, willfully, and knowingly, did request, demand, receive, and accept, and agree to receive and accept, payments, loans, and deliveries of money and other things of value, whose value exceeded \$1,000, from Contractor #2, an employer and a person acting in the interest of an employer whose employees were employed in an industry affecting commerce, in violation of Title 29, United States Code, Sections 186(b)(1) and (d)(2), and Title 18, United States Code, Section 2.

Bribe Receiving

b. From in or about 1998 through in or about December 2004, in the Southern District of New York and elsewhere, MICHAEL FORDE, JOHN GREANEY, and BRIAN HAYES, the defendants, and others known and unknown, being labor officials, unlawfully, willfully, and knowingly did solicit, accept, and agree to accept a benefit from another person upon an agreement and understanding that such benefit would influence them in respect to their acts, decisions, and duties as such labor officials, to wit, FORDE, GREANEY, HAYES, and others, collected money from Contractor #2 in exchange for, among other things,

permitting Contractor #2 to violate the terms of its collective bargaining agreement with the District Council, in violation of New York Penal Law §§ 180.25 and 20.00.

Embezzlement of Union Benefit Funds

c. From in or about 1998 through in or about December 2004, in the Southern District of New York and elsewhere, MICHAEL FORDE, JOHN GREANEY, and BRIAN HAYES, the defendants, and others known and unknown, unlawfully, willfully, and knowingly did embezzle, steal, abstract, and convert to their own use, and to the use of another, moneys, funds, securities, premiums, credits, property, and other assets of the District Council Benefit Funds, to wit, FORDE, GREANEY, HAYES, and others aided Contractor #2 to violate the terms of its collective bargaining agreement with the District Council and prevent the collection of contributions due the District Council Benefit Funds, in violation of Title 18, United States Code, Sections 664 and 2.

Wire Fraud

d. From in or about 1998 through in or about December 2004, in the Southern District of New York and elsewhere, MICHAEL FORDE, JOHN GREANEY, and BRIAN HAYES, the defendants, and others known and unknown, unlawfully, willfully, and knowingly, having devised and intending to devise a scheme and artifice to defraud, and for obtaining money and property by means of false and fraudulent pretenses, representations, and

promises, did transmit and cause to be transmitted by means of wire, in interstate commerce, writings, signs, signals, pictures and sounds for the purpose of executing such scheme and artifice, to wit, FORDE, GREANEY, and HAYES engaged in Contractor #2's scheme to defraud the District Council Benefit Funds of property by preventing the collection of monetary contributions due the Benefit Funds on behalf of Contractor #2's employees and thereby caused and aided or abetted wire transmissions between New York and New Jersey in furtherance of that scheme, including the wire transfer of false remittance reports from Contractor #2 to the District Council Benefit Funds.

Deprivation of Honest Services
As to the District Council and its Members

e. From in or about 1998 up to and including in or about December 2004, in the Southern District of New York and elsewhere, MICHAEL FORDE, JOHN GREANEY, and BRIAN HAYES, the defendants, and others known and unknown, unlawfully, willfully, and knowingly, having devised and intending to devise a scheme and artifice to defraud, and to deprive the District Council, Local 608, and their members of the intangible right to the honest services of their officers, agents, shop stewards, representatives, and fiduciaries, to wit, the honest services of FORDE, GREANEY, HAYES, Gerald Philbin, and others, did transmit and cause to be transmitted by means of wire communication in interstate commerce, writings, signs, signals, pictures and

sounds for the purpose of executing such scheme and artifice, to wit, FORDE, GREANEY, and HAYES participated in a scheme to deprive the District Council, Local 608, and their members of the honest services of their officers and representatives, and in furtherance of that scheme aided and abetted wire transmissions between New York and New Jersey, including the wire transmission of fraudulent remittance reports from contractors to the District Council Benefit Funds, in violation of Title 18, United States Code, Sections 1343, 1346 and 2.

Deprivation of Honest Services
As to the District Council Benefit Funds,
and the Funds' Participants and Beneficiaries

f. From in or about 1998, up through and including in or about 2004, in the Southern District of New York and elsewhere, MICHAEL FORDE, JOHN GREANEY, and BRIAN HAYES, the defendants, and others known and unknown, unlawfully, willfully, and knowingly, having devised and intending to devise a scheme and artifice to defraud, and to deprive the District Council Benefit Funds and its participants and beneficiaries of the intangible right to the honest services of their officers, representatives, agents, and fiduciaries, to wit, the honest services of FORDE and GREANEY, did transmit and cause to be transmitted by means of wire communication in interstate commerce, writings, signs, signals, pictures and sounds for the purpose of executing such scheme and artifice, to wit, FORDE, GREANEY, and HAYES participated in a scheme to deprive the

District Council Benefit Funds and its participants and beneficiaries of the honest services of its trustees, and in furtherance of that scheme aided and abetted wire transmissions between New York and New Jersey, including the wire transmission of fraudulent remittance reports from contractors to the Benefit Funds, in violation of Title 18, United States Code, Sections 1343, 1346 and 2.

Influencing the Operations of an Employee Benefit Plan

g. From at least in or about 2000, up through and including in or about December 2004, in the Southern District of New York and elsewhere, MICHAEL FORDE, JOHN GREANEY and BRIAN HAYES, the defendants, being officers, agents and employees of employee organizations whose members were covered by the District Council Benefit Funds, and FORDE and GREANEY being trustees of the District Council Benefit Funds, unlawfully and knowingly received and agreed to receive and solicited gifts, money and things of value because of and with the intent to be influenced with respect to, their actions, decisions, and other duties relating to questions and matters concerning the Funds, to wit, FORDE and GREANEY, aided by HAYES, accepted cash payments and things of value from Contractor #2, a contractor that was evading payment of contributions owed on behalf of employees to the Benefit Funds, because of and with the intent to be influenced with respect to their actions, decisions and other duties concerning the collection of contributions from Contractor #2, in

violation of Title 18, United States Code, Sections 1954 and 2.

Racketeering Act Three - Bribery and Labor
Racketeering (Contractor #3)

27. JOHN GREANEY and BRIAN HAYES, the defendants, committed the following acts of racketeering, any of which alone constitutes the commission of Racketeering Act Three:

Unlawful Receipt of Labor Payments

a. From in or about 2001 through in or about December 2004, in the Southern District of New York and elsewhere, JOHN GREANEY and BRIAN HAYES, the defendants, and others known and unknown, being representatives of the employees of Contractor #3, unlawfully, willfully, and knowingly, did request, demand, receive, and accept, and agree to receive and accept, payments, loans, and deliveries of money and other things of value, whose value exceeded \$1,000, from Contractor #3, an employer and person acting in the interest of an employer, whose employees were employed in an industry affecting commerce, in violation of Title 29, United States Code, Sections 186(b)(1) and (d)(2), and Title 18, United States Code, Section 2.

Bribe Receiving

b. From in or about 2001 through in or about December 2004, in the Southern District of New York and elsewhere, JOHN GREANEY and BRIAN HAYES, the defendants, and others known and unknown, being labor officials, unlawfully, willfully, and knowingly did solicit, accept, and agree to accept

a benefit from another person upon an agreement and understanding that such benefit would influence them in respect to their acts, decisions, and duties as such labor officials, to wit, GREANEY, HAYES, and others, accepted money from Contractor #3 in exchange for, among other things, permitting Contractor #3 to violate the terms of its collective bargaining agreement with the District Council, in violation of New York Penal Law §§ 180.25 and 20.00.

Embezzlement of Union Benefit Funds

c. From in or about 2001 through in or about December 2004, in the Southern District of New York and elsewhere, JOHN GREANEY and BRIAN HAYES, the defendants, and others known and unknown, unlawfully, willfully, and knowingly did embezzle, steal, abstract, and convert to their own use, and to the use of another, moneys, funds, securities, premiums, credits, property, and other assets of the District Council Benefit Funds, to wit, GREANEY, HAYES, and others, aided Contractor #3 to violate the terms of its collective bargaining agreements with the District Council and prevent the collection of contributions due the District Council Benefit Funds, in violation of Title 18, United States Code, Sections 664 and 2.

Wire Fraud

d. From in or about 2001 through in or about December 2004, in the Southern District of New York and elsewhere, JOHN GREANEY and BRIAN HAYES, the defendants, and others known and unknown, unlawfully, willfully, and knowingly,

having devised and intending to devise a scheme and artifice to defraud, and for obtaining money and property by means of false and fraudulent pretenses, representations, and promises, did transmit and cause to be transmitted by means of wire, in interstate commerce, writings, signs, signals, pictures and sounds for the purpose of executing such scheme and artifice, to wit, GREANEY and HAYES engaged in Contractor #3's scheme to defraud the District Council Benefit Funds of property by preventing the collection of monetary contributions due the Benefit Funds on behalf of Contractor #3's employees and thereby caused and aided or abetted wire transmissions between New York and New Jersey in furtherance of that scheme, including the wire transfer of false remittance reports from Contractor #3 to the District Council Benefit Funds.

Deprivation of Honest Services
As to the District Council and its Members

e. From in or about 2001 through in or about December 2004, in the Southern District of New York and elsewhere, JOHN GREANEY and BRIAN HAYES, the defendants, and others known and unknown, unlawfully, willfully, and knowingly, having devised and intending to devise a scheme and artifice to defraud, and to deprive the District Council, Local 608, and their members of the intangible right to the honest services of their officers, agents, shop stewards, representatives, and fiduciaries, to wit, the honest services of GREANEY, HAYES, Jerry

Philbin, and others, did transmit and cause to be transmitted by means of wire communication in interstate commerce, writings, signs, signals, pictures and sounds for the purpose of executing such scheme and artifice, to wit, GREANEY and HAYES participated in a scheme to deprive the District Council, Local 608, and their members of the honest services of their officers and representatives, and in furtherance of that scheme aided and abetted wire transmissions between New York and New Jersey, including the wire transmission of fraudulent remittance reports from Contractor #3 to the District Council Benefit Funds, in violation of Title 18, United States Code, Sections 1343, 1346 and 2.

Deprivation of Honest Services
As to the District Council Benefit Funds,
and the Funds' Participants and Beneficiaries

f. From in or about 2001 through in or about December 2004, in the Southern District of New York and elsewhere, JOHN GREANEY, the defendant, and others known and unknown, unlawfully, willfully, and knowingly, having devised and intending to devise a scheme and artifice to defraud, and to deprive the District Council Benefit Funds and its participants and beneficiaries of the intangible right to the honest services of their officers, representatives, agents, and fiduciaries, to wit, the honest services of GREANEY, did transmit and cause to be transmitted by means of wire communication in interstate commerce, writings, signs, signals, pictures and sounds for the

purpose of executing such scheme and artifice, to wit, GREANEY participated in a scheme to deprive the District Council Benefit Funds and its participants and beneficiaries of the honest services of its trustees, and in furtherance of that scheme aided and abetted wire transmissions between New York and New Jersey, including the wire transmission of fraudulent remittance reports from Contractor #3 to the Benefit Funds, in violation of Title 18, United States Code, Sections 1343, 1346 and 2.

Influencing the Operations of an Employee Benefit Plan

g. From at least in or about 2001, up through and including in or about December 2004, in the Southern District of New York and elsewhere, JOHN GREANEY and BRIAN HAYES, the defendants, being officers, agents and employees of employee organizations whose members were covered by the District Council Benefit Funds, and GREANEY being a trustee of the District Council Benefit Funds, unlawfully and knowingly received and agreed to receive and solicited gifts, money and things of value because of and with the intent to be influenced with respect to, his actions, decisions, and other duties relating to questions and matters concerning the Funds, to wit, GREANEY and HAYES accepted cash payments and things of value from Contractor #3, a contractor that was evading payment of contributions owed on behalf of employees to the Benefit Funds, because of and with the intent to be influenced with respect to their actions, decisions and other duties concerning the collection of contributions from

Contractor #3, in violation of Title 18, United States Code, Sections 1954 and 2.

Racketeering Act Four - Bribery and Labor
Racketeering (Contractor #4)

28. JOHN GREANEY and BRIAN HAYES, the defendants, committed the following acts of racketeering, any of which alone constitutes the commission of Racketeering Act Four:

Unlawful Receipt of Labor Payments

a. From in or about 2001 through in or about December 2004, in the Southern District of New York and elsewhere, JOHN GREANEY, the defendant, and others known and unknown, being representatives of the employees of Contractor #4, unlawfully, willfully, and knowingly, did request, demand, receive, and accept, and agree to receive and accept, payments, loans, and deliveries of money and other things of value, whose value exceeded \$1,000, from Contractor #4, an employer and person acting in the interest of an employer, whose employees were employed in an industry affecting commerce, in violation of Title 29, United States Code, Sections 186(b)(1) and (d)(2), and Title 18, United States Code, Section 2.

Bribe Receiving

b. From in or about 2001 through in or about December 2004, in the Southern District of New York and elsewhere, JOHN GREANEY, the defendant, and others known and unknown, being labor officials, unlawfully, willfully, and

knowingly did solicit, accept, and agree to accept a benefit from another person upon an agreement and understanding that such benefit would influence them in respect to their acts, decisions, and duties as such labor officials, to wit, GREANEY accepted money from Contractor #4 in exchange for, among other things, permitting Contractor #4 to violate the terms of its collective bargaining agreement with the District Council, in violation of New York Penal Law §§ 180.25 and 20.00.

Embezzlement of Union Benefit Funds

c. From in or about 2001 through in or about December 2004, in the Southern District of New York and elsewhere, JOHN GREANEY and BRIAN HAYES, the defendants, and others known and unknown, unlawfully, willfully, and knowingly did embezzle, steal, abstract, and convert to their own use, and to the use of another, moneys, funds, securities, premiums, credits, property, and other assets of the District Council Benefit Funds, to wit, GREANEY, HAYES, and others aided Contractor #4 to violate the terms of their collective bargaining agreements with the District Council and prevent the collection of contributions due the District Council Benefit Funds, in violation of Title 18, United States Code, Sections 664 and 2.

Wire Fraud

d. From in or about 2001 through in or about December 2004, in the Southern District of New York and elsewhere, JOHN GREANEY and BRIAN HAYES, the defendants, and

others known and unknown, unlawfully, willfully, and knowingly, having devised and intending to devise a scheme and artifice to defraud, and for obtaining money and property by means of false and fraudulent pretenses, representations, and promises, did transmit and cause to be transmitted by means of wire, in interstate commerce, writings, signs, signals, pictures and sounds for the purpose of executing such scheme and artifice, to wit, GREANEY and HAYES engaged in Contractor #4's scheme to defraud the District Council Benefit Funds of property by preventing the collection of monetary contributions due the District Council Benefit Funds of property consisting of monetary contributions due the Benefit Funds on behalf of Contractor #4's employees and thereby caused and aided or abetted wire transmissions between New York and New Jersey in furtherance of that scheme, including the wire transfer of false remittance reports from Contractor #4 to the District Council Benefit Funds.

Deprivation of Honest Services
As to the District Council and its Members

e. From in or about 2001 through in or about December 2004, in the Southern District of New York and elsewhere, JOHN GREANEY and BRIAN HAYES, the defendants, and others known and unknown, unlawfully, willfully, and knowingly, having devised and intending to devise a scheme and artifice to defraud, and to deprive the District Council, Local 608, and their members of the intangible right to the honest services of

their officers, agents, shop stewards, representatives, and fiduciaries, to wit, the honest services of GREANEY, HAYES, Jerry Philbin, and others, did transmit and cause to be transmitted by means of wire communication in interstate commerce, writings, signs, signals, pictures and sounds for the purpose of executing such scheme and artifice, to wit, GREANEY and HAYES participated in a scheme to deprive the District Council, Local 608, and their members of the honest services of their officers and representatives, and in furtherance of that scheme aided and abetted wire transmissions between New York and New Jersey, including the wire transmission of fraudulent remittance reports from Contractor #4 to the District Council Benefit Funds, in violation of Title 18, United States Code, Sections 1343, 1346 and 2.

Deprivation of Honest Services

As to the District Council Benefit Funds,
and the Funds' Participants and Beneficiaries

f. From in or about 2001 through in or about December 2004, in the Southern District of New York and elsewhere, JOHN GREANEY, the defendant, and others known and unknown, unlawfully, willfully, and knowingly, having devised and intending to devise a scheme and artifice to defraud, and to deprive the District Council Benefit Funds and its participants and beneficiaries of the intangible right to the honest services of their officers, representatives, agents, and fiduciaries, to wit, the honest services of GREANEY, did transmit and cause to be

transmitted by means of wire communication in interstate commerce, writings, signs, signals, pictures and sounds for the purpose of executing such scheme and artifice, to wit, GREANEY participated in a scheme to deprive the District Council Benefit Funds and its participants and beneficiaries of the honest services of its trustees, and in furtherance of that scheme aided and abetted wire transmissions between New York and New Jersey, including the wire transmission of fraudulent remittance reports from Contractor #4 to the Benefit Funds, in violation of Title 18, United States Code, Sections 1343, 1346 and 2.

Influencing the Operations of an Employee Benefit Plan

g. From at least in or about 2001, up through and including in or about December 2004, in the Southern District of New York and elsewhere, JOHN GREANEY, the defendant, being an officer, agent and employee of employee organizations whose members were covered by the District Council Benefit Funds, and a trustee of the District Council Benefit Funds, unlawfully and knowingly received and agreed to receive and solicited gifts, money and things of value because of and with the intent to be influenced with respect to, his actions, decisions, and other duties relating to questions and matters concerning the Funds, to wit, GREANEY accepted cash payments and things of value from Contractor #4, a contractor that was evading payment of contributions owed on behalf of employees to the Benefit Funds, because of and with the intent to be influenced with respect to

his actions, decisions and other duties concerning the collection of contributions from Contractor #4, in violation of Title 18, United States Code, Sections 1954 and 2.

Racketeering Act Five - Bribery and Labor Racketeering
(Contractor #5)

29. MICHAEL FORDE, the defendant, committed the following acts of racketeering, any which alone constitutes the commission of Racketeering Act Five:

Unlawful Receipt of Labor Payments

a. In or about 1995 and 1996, in the Southern District of New York and elsewhere, MICHAEL FORDE, the defendant, and others known and unknown, being a representative of the employees of Contractor #5, unlawfully, willfully, and knowingly, did request, demand, receive, and accept, and agree to receive and accept, a payment, loan, and delivery of money and other thing of value, whose value exceeded \$1,000, from Contractor #5, an employer and a person acting in the interest of an employer whose employees were employed in an industry affecting commerce, in violation of Title 29, United States Code, Sections 186(b) (1) and (d) (2), and Title 18, United States Code, Section 2.

Bribe Receiving

b. In or about 1995 and 1996, in the Southern District of New York and elsewhere, MICHAEL FORDE, the defendant, and others known and unknown, being a labor official, unlawfully, willfully, and knowingly did solicit, accept, and agree to accept

a benefit from another person upon an agreement and understanding that such benefit would influence him in respect to his acts, decisions, and duties as such labor official, to wit, FORDE and others collected money from Contractor #5 in exchange for, among other things, permitting Contractor #5 to violate the terms of its collective bargaining agreement with the District Council, in violation of New York Penal Law §§ 180.25 and 20.00.

Embezzlement of Union Benefit Funds

c. In or about 1995 and 1996 in the Southern District of New York and elsewhere, MICHAEL FORDE, the defendant, and others known and unknown, unlawfully, willfully, and knowingly did embezzle, steal, abstract, and convert to their own use, and to the use of another, moneys, funds, securities, premiums, credits, property, and other assets of the District Council Benefit Funds, to wit, FORDE and others aided Contractor #5 to violate the terms of its collective bargaining agreement with the District Council and prevent the collection of contributions to the District Council Benefit Funds, in violation of Title 18, United States Code, Sections 664 and 2.

Influencing the Operations of an Employee Benefit Plan

d. In or about 1995 and 1996 in the Southern District of New York and elsewhere, MICHAEL FORDE, the defendant, being an officer, agent and employee of employee organizations whose members were covered by the District Council Benefit Funds, unlawfully and knowingly received and agreed to receive and

solicited gifts, money and things of value because of and with the intent to be influenced with respect to, his actions, decisions, and other duties relating to questions and matters concerning the Funds, to wit, FORDE accepted a cash payment and things of value from Contractor #5, a contractor that was evading payment of contributions owed on behalf of employees to the Benefit Funds, because of and with the intent to be influenced with respect to his actions, decisions and other duties concerning the collection of contributions from Contractor #5, in violation of Title 18, United States Code, Sections 1954 and 2.

Racketeering Act Six - Obstruction of Justice

30. MICHAEL FORDE, JOHN GREANEY, BRIAN HAYES, and MICHAEL BRENNAN, the defendants, committed the following act of racketeering, which constitutes the commission of Racketeering Act Six:

a. From in or about 1995 through on or about the date of this Indictment, in the Southern District of New York and elsewhere, MICHAEL FORDE, JOHN GREANEY, BRIAN HAYES, and MICHAEL BRENNAN, the defendants, and others known and unknown, unlawfully, willfully, and knowingly did corruptly obstruct and impede, and endeavor to obstruct and impede, the due administration of justice, to wit, FORDE, GREANEY, HAYES and BRENNAN obstructed the Consent Decree and investigations by the court-appointed Independent Investigator by, among other things, violating the Consent Decree's permanent injunctions and seeking

to frustrate the Consent Decree's enforcement and purposes; violating the Consent Decree's job referral rules; violating the District Court's order requiring District Council representatives to report wrongdoing to the Independent Investigator; destroying documents; notifying contractors of pending investigations by the Independent Investigator; and giving false testimony, in violation of Title 18, United States Code, Section 1503.

(Title 18, United States Code, Section 1962(c).)

COUNT THREE

(Conspiracy - As to Contractor #1)

The Grand Jury further charges:

RELEVANT ENTITIES AND BACKGROUND

31. Paragraphs 1 through 8 of this Indictment are repeated and realleged and incorporated by reference as though fully set forth herein.

32. At all times relevant to this Indictment, Contractor #1 was a drywall contractor that operated in New York City and its vicinity and was owned by a co-conspirator not named as a defendant herein ("CC-1"). Contractor #1 was a signatory to a collective bargaining agreement with the District Council. Contractor #1's offices were located at various times relevant to this Indictment in the Bronx, New York, and Mount Vernon, New York.

33. At all times relevant to this Indictment, JOSEPH OLIVIERI, the defendant, was the Executive Director of the

Association of Wall, Ceiling and Carpentry Industries of New York (the "Wall & Ceiling Association"). In that capacity, OLIVIERI represented more than 160 union contractors belonging to the Association, which collectively employed thousands of District Council members annually on jobsites throughout New York City. From in or about 2000 up through and including on or about the date of this Indictment, OLIVIERI was also a trustee of the District Council Benefit Funds. As a trustee, OLIVIERI owed a fiduciary duty of loyalty and honest services to the Benefit Funds and the Funds' participants and beneficiaries.

34. At all relevant times, Local 157 of the United Brotherhood of Carpenters and Joiners ("Local 157") was one of the 11 constituent locals of the District Council. Its offices were located in Manhattan.

35. From at least in or about 2000, up through and including in or about 2005, BRIAN CARSON, the defendant, was a member of the District Council and Local 157, and a District Council shop steward with Local 157. As a shop steward, CARSON owed the District Council, Local 157, and their members a fiduciary duty of loyalty and honest services.

36. From at least in or about 2002, up through and including in or about 2003, JOHN STAMBERGER, the defendant was a member of the District Council and Local 608, and a District Council shop steward with Local 608. As a shop steward, STAMBERGER owed the District Council, Local 608, and their

members a fiduciary duty of loyalty and honest services.

37. From at least in or about 2004, up through and including in or about 2006, JOSEPH RUOCCO, the defendant was a member of the District Council and Local 157, and a District Council shop steward with Local 157. As a shop steward, RUOCCO owed the District Council, Local 157, and their members a fiduciary duty of loyalty and honest services.

38. From at least in or about 2002, up through and including in or about 2003, MICHAEL VIVENZIO, the defendant was a member of the District Council and Local 157, and a District Council shop steward with Local 157. As a shop steward, VIVENZIO owed the District Council, Local 157, and their members a fiduciary duty of loyalty and honest services.

THE SCHEME

39. From in or about 1998, up through and including in or about 2008, MICHAEL FORDE, JOHN GREANEY, MICHAEL BRENNAN, FINBAR O'NEILL, JOSEPH OLIVIERI, BRIAN CARSON, JOSEPH RUOCCO, JOHN STAMBERGER, and MICHAEL VIVENZIO, the defendants, participated in a scheme with CC-1, the owner of Contractor #1, to enrich themselves and others by helping and permitting Contractor #1 to violate its obligations under the CBA and defraud the District Council Benefit Funds. Contractor #1, among other things, employed non-union labor on its jobsites, paid carpenters in cash and through off-the-books payrolls at below-union wage rates, and defrauded the District Council Benefit Funds by filing false remittance reports that underreported the employees and hours worked by employees,

thereby underreporting monies owed to the Benefit Funds.

40. As part of the scheme, CC-1 gave cash, loans, and other things of value, totaling more than \$1 million, to District Council representatives, including but not limited to defendants MICHAEL FORDE, JOHN GREANEY, MICHAEL BRENNAN, BRIAN CARSON, JOSEPH RUOCCO, JOHN STAMBERGER, and MICHAEL VIVENZIO, and Benefit Funds trustees, including defendants FORDE, GREANEY, and JOSEPH OLIVIERI. These defendants accepted the unlawful payments, loans, and other things of value from CC-1, and in return allowed and assisted Contractor #1 to violate the terms of its CBA, helped to mask Contractor #1's fraud in various ways, and violated their fiduciary duties to disclose material information known to them about Contractor #1 affecting the affairs of the District Council, its constituent local unions, and the District Council Benefit Funds. In this way, Contractor #1 grew to be one of the largest union drywall subcontractors in New York City.

THE CONSPIRACY

41. From in or about 1998, up through and including in or about 2008, in the Southern District of New York and elsewhere, MICHAEL FORDE, JOHN GREANEY, MICHAEL BRENNAN, FINBAR O'NEILL, JOSEPH OLIVIERI, BRIAN CARSON, JOSEPH RUOCCO, JOHN STAMBERGER, and MICHAEL VIVENZIO, the defendants, and others known and unknown, unlawfully, willfully, and knowingly did combine, conspire, confederate, and agree together and with each

other to commit offenses against the United States, to wit, to violate Title 18, United States Code, Sections 1343; and Title 18, United States Code, Section 664.

OBJECTS OF THE CONSPIRACY

42. It was a part and an object of the conspiracy that MICHAEL FORDE, JOHN GREANEY, MICHAEL BRENNAN, FINBAR O'NEILL, JOSEPH OLIVIERI, BRIAN CARSON, JOSEPH RUOCCO, JOHN STAMBERGER, and MICHAEL VIVENZIO, the defendants, and others known and unknown, unlawfully, willfully, and knowingly, having devised and intending to devise a scheme and artifice to defraud, and for obtaining money and property by means of false and fraudulent pretenses, representations, and promises, did transmit and cause to be transmitted by means of wire, in interstate commerce, writings, signs, signals, pictures and sounds for the purpose of executing such scheme and artifice, in violation of Title 18, United States Code, Section 1343.

43. It was further a part and an object of the conspiracy that MICHAEL FORDE, JOHN GREANEY, MICHAEL BRENNAN, FINBAR O'NEILL, JOSEPH OLIVIERI, BRIAN CARSON, JOSEPH RUOCCO, JOHN STAMBERGER, and MICHAEL VIVENZIO, the defendants, and others known and unknown, unlawfully, willfully, and knowingly would and did embezzle, steal, abstract, and convert to their own use, and to the use of another, moneys, funds, securities, premiums, credits, property, and other assets of the District Council Benefit Funds, in violation of Title 18, United States Code,

Section 664.

OVERT ACTS IN FURTHERANCE OF THE CONSPIRACY

44. In furtherance of the conspiracy and to effect the illegal objects thereof, MICHAEL FORDE, JOHN GREANEY, MICHAEL BRENNAN, FINBAR O'NEILL, JOSEPH OLIVIERI, BRIAN CARSON, JOSEPH RUOCCO, JOHN STAMBERGER, and MICHAEL VIVENZIO, the defendants, and others known and unknown, committed the following overt acts, among others, in the Southern District of New York and elsewhere:

a. Between 2000 and December 2004, CC-1, aided by FINBAR O'NEILL, made numerous cash payments to MICHAEL FORDE totaling hundreds of thousands of dollars, while FORDE was the EST in charge of the District Council and Chairman of the District Council Benefit Funds.

b. In or about 2003, FORDE passed a message to CC-1 through MICHAEL BRENNAN, telling CC-1 to slow down Contractor #1's work pace on a certain jobsite (because otherwise it would be too obvious that Contractor #1 was employing more carpenters on those jobsites than were being reported to the District Council and District Council Benefit Funds).

c. In or about 2004, CC-1 made a cash payment to JOHN GREANEY of thousands of dollars, at a meeting arranged by MICHAEL BRENNAN in a Yonkers, New York drinking establishment.

d. In or about 2001, CC-1 purchased Superbowl tickets for JOHN GREANEY and Local 608 Business Agent Gerald Philbin.

e. In or about 2003, CC-1 made cash payments to a co-conspirator not named herein, who was a Business Agent assigned to Local 157.

f. In 2004, MICHAEL BRENNAN, while acting as the shop steward assigned to a jobsite operated by Contractor #1 in Manhattan, signed and submitted false shop steward reports to the union misrepresenting the number of union workers and the hours those union members worked on that jobsite, and in return BRENNAN received cash payments from CC-1.

g. In 2003, MICHAEL VIVENZIO, while acting as the shop steward assigned to a jobsite operated by Contractor #1 in Manhattan, signed and submitted false shop steward reports to the union misrepresenting the number of union workers and the hours those union members worked on that jobsite, and in return VIVENZIO received cash payments from CC-1.

h. In 2004, BRIAN CARSON, while acting as the shop steward assigned to a jobsite operated by Contractor #1 in Manhattan, signed and submitted false shop steward reports to the union misrepresenting the number of union workers and the hours those union members worked on that jobsite, and in return CARSON received cash payments from CC-1.

i. In 2003, JOHN STAMBERGER, while acting as the shop steward assigned to a jobsite operated by Contractor #1 in Manhattan, signed and submitted false shop steward reports to the union misrepresenting the number of union workers and the hours

those union members worked on that jobsite, and in return STAMBERGER received cash payments from CC-1.

j. In 2005, JOSEPH RUOCCO, while acting as the shop steward assigned to a jobsite operated by Contractor #1 in Manhattan, signed and submitted false shop steward reports to the union misrepresenting the number of union workers and the hours those union members worked on that jobsite, and in return RUOCCO received cash payments from CC-1.

k. In or about 2004, FINBAR O'NEILL suggested to CC-1 that CC-1 use JOSEPH OLIVIERI's excavation company on CC-1's construction projects.

l. In or about 2004, CC-1 gave JOSEPH OLIVIERI the opportunity to bid for work on non-union construction projects in the Bronx controlled by CC-1, and OLIVIERI was ultimately given the work and paid in excess of \$1 million for that work.

m. In or about February 2005, CC-1 loaned JOSEPH OLIVIERI \$730,000 to purchase investment properties in Yonkers, New York.

n. Between approximately 2003 and 2005, CC-1 and JOSEPH OLIVIERI spoke over the telephone approximately 200 times.

o. In or about 2005, when Contractor #1 was under investigation by the Independent Investigator, JOSEPH OLIVIERI secretly helped CC-1 to obtain control of another drywall contracting company (Contractor #6), so that Contractor

#1 could transfer its existing jobs to that other company.

p. In June 2008, BRENNAN offered to have his daughter, an employee of the District Council Benefit Funds, destroy records relating to Contractor #1's delinquencies to the Funds.

q. In June 2008, BRENNAN told CC-1 that he never shared the cash bribes he received from CC-1 with FORDE or GREANEY because he knew the "turkey" had already been "delivered" to them.

r. In or about June 2008, BRENNAN told CC-1 that JOHN GREANEY would never cooperate with authorities, but that, if he did, "we'd fuckin' have to kill him."

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

COUNT FOUR

(Conspiracy - As to Contractor #2)

The Grand Jury further charges:

THE SCHEME

45. From in or about 1998, up through and including in or about 2005, MICHAEL FORDE, JOHN GREANEY, and BRIAN HAYES, the defendants, participated in a scheme with a co-conspirator not named herein ("CC-2"), the owner of Contractor #2, to enrich themselves and others by helping and permitting Contractor #2 to violate its obligations under the CBA and defraud the District Council Benefit Funds. Contractor #2, among other things, employed non-union labor on its jobsites, paid carpenters in cash

and through off-the-books payrolls at below-union wage rates, and defrauded the District Council Benefit Funds by filing false remittance reports that underreported the employees and hours worked by employees, thereby underreporting monies owed to the Benefit Funds.

46. As part of the scheme, CC-2 gave cash and other things of value to District Council representatives, including but not limited to defendants MICHAEL FORDE, JOHN GREANEY, and BRIAN HAYES. These defendants accepted the unlawful payments, loans, and other things of value from CC-2, and in return allowed and assisted Contractor #2 to violate the terms of its CBA, helped to mask Contractor #2's fraud in various ways, and violated their fiduciary duties to disclose material information known to them about Contractor #2 affecting the affairs of the District Council, its constituent local unions, and the District Council Benefit Funds.

THE CONSPIRACY

47. From in or about 1998, up through and including in or about 2005, in the Southern District of New York and elsewhere, MICHAEL FORDE, JOHN GREANEY, and BRIAN HAYES, the defendants, and others known and unknown, unlawfully, willfully, and knowingly did combine, conspire, confederate, and agree together and with each other to commit offenses against the United States, to wit, to violate Title 18, United States Code, Sections 1343; and Title 18, United States Code, Section 664.

OBJECTS OF THE CONSPIRACY

48. It was a part and an object of the conspiracy that MICHAEL FORDE, JOHN GREANEY, and BRIAN HAYES, the defendants, and others known and unknown, unlawfully, willfully, and knowingly, having devised and intending to devise a scheme and artifice to defraud, and for obtaining money and property by means of false and fraudulent pretenses, representations, and promises, did transmit and cause to be transmitted by means of wire, in interstate commerce, writings, signs, signals, pictures and sounds for the purpose of executing such scheme and artifice, in violation of Title 18, United States Code, Section 1343.

49. It was further a part and an object of the conspiracy that MICHAEL FORDE, JOHN GREANEY, and BRIAN HAYES, the defendants, and others known and unknown, unlawfully, willfully, and knowingly would and did embezzle, steal, abstract, and convert to their own use, and to the use of another, moneys, funds, securities, premiums, credits, property, and other assets of the District Council Benefit Funds, in violation of Title 18, United States Code, Section 664.

OVERT ACTS IN FURTHERANCE OF THE CONSPIRACY

50. In furtherance of the conspiracy and to effect the illegal objects thereof, MICHAEL FORDE, JOHN GREANEY, and BRIAN HAYES, the defendants, and others known and unknown, committed the following overt acts, among others, in the Southern District of New York and elsewhere:

a. In or about 1998, while Business Manager of Local 608, MICHAEL FORDE accepted a cash payment of thousands of dollars from CC-2;

b. In or about 2001, while EST of the District Council, FORDE accepted a cash payment of thousands of dollars from CC-2;

c. In or about 2002, Local 608 Business Agent Gerald Philbin accepted a cash payment of thousands of dollars from CC-2.

d. In or about December 2004, JOHN GREANEY agreed to receive a cash payment of thousands of dollars from CC-2, and HAYES accepted that payment from CC-2 on GREANEY's behalf.

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

COUNT FIVE

(Conspiracy - As to Contractor #3)

The Grand Jury further charges:

THE SCHEME

51. From in or about 2001, up through and including in or about December 2004, JOHN GREANEY and BRIAN HAYES, the defendants, participated in a scheme with a co-conspirator not named herein ("CC-3"), the owner of Contractor #3, to enrich themselves and others by helping and permitting Contractor #3 to violate its obligations under the CBA and defraud the District Council Benefit Funds. Contractor #3, among other things, employed non-union labor on its jobsites, paid carpenters in cash

and through off-the-books payrolls at below-union wage rates, and defrauded the District Council Benefit Funds by filing false remittance reports that underreported the employees and hours worked by employees, thereby underreporting monies owed to the Benefit Funds.

52. As part of the scheme, CC-3 gave cash and other things of value to District Council representatives, including but not limited to defendants JOHN GREANEY and BRIAN HAYES. These defendants accepted the unlawful payments from CC-3, and in return allowed and assisted Contractor #3 to violate the terms of its CBA, helped to mask Contractor #3's fraud in various ways, and violated their fiduciary duties to disclose material information known to them about Contractor #3 affecting the affairs of the District Council, its constituent local unions, and the District Council Benefit Funds.

THE CONSPIRACY

53. From in or about 2001, up through and including in or about December 2004, in the Southern District of New York and elsewhere, JOHN GREANEY and BRIAN HAYES, the defendants, and others known and unknown, unlawfully, willfully, and knowingly did combine, conspire, confederate, and agree together and with each other to commit offenses against the United States, to wit, to violate Title 18, United States Code, Sections 1343; and Title 18, United States Code, Section 664.

OBJECTS OF THE CONSPIRACY

54. It was a part and an object of the conspiracy that JOHN GREANEY and BRIAN HAYES, the defendants, and others known and unknown, unlawfully, willfully, and knowingly, having devised and intending to devise a scheme and artifice to defraud, and for obtaining money and property by means of false and fraudulent pretenses, representations, and promises, did transmit and cause to be transmitted by means of wire, in interstate commerce, writings, signs, signals, pictures and sounds for the purpose of executing such scheme and artifice, in violation of Title 18, United States Code, Section 1343.

55. It was further a part and an object of the conspiracy that JOHN GREANEY and BRIAN HAYES, the defendants, and others known and unknown, unlawfully, willfully, and knowingly would and did embezzle, steal, abstract, and convert to their own use, and to the use of another, moneys, funds, securities, premiums, credits, property, and other assets of the District Council Benefit Funds, in violation of Title 18, United States Code, Section 664.

OVERT ACTS IN FURTHERANCE OF THE CONSPIRACY

56. In furtherance of the conspiracy and to effect the illegal objects thereof, JOHN GREANEY and BRIAN HAYES, the defendants, and others known and unknown, committed the following overt acts, among others, in the Southern District of New York and elsewhere:

a. In or about 2001, JOHN GREANEY accepted a cash payment of thousands of dollars, and sports tickets, from CC-3.

b. In or about December 2004, BRIAN HAYES accepted a cash payment of thousands of dollars from CC-3.

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

COUNT SIX

(Conspiracy - As to Contractor #4)

The Grand Jury further charges:

THE SCHEME

57. From in or about 2001, up through and including in or about December 2004, JOHN GREANEY and BRIAN HAYES, the defendants, participated in a scheme with a co-conspirator not named herein ("CC-4"), the owner of Contractor #4, to enrich themselves and others by helping and permitting Contractor #4 to violate its obligations under the CBA and defraud the District Council Benefit Funds. Contractor #4, among other things, employed non-union labor on its jobsites, paid carpenters in cash and through off-the-books payrolls at below-union wage rates, and defrauded the District Council Benefit Funds by filing false remittance reports that underreported the employees and hours worked by employees, thereby underreporting monies owed to the Benefit Funds.

58. As part of the scheme, CC-4 gave cash and other things of value to District Council representatives, including but not limited to defendant JOHN GREANEY and Gerald Philbin.

GREANEY and Philbin accepted the unlawful payments from CC-4, and in return, GREANEY, HAYES, and Philbin allowed and assisted Contractor #4 to violate the terms of its CBA, helped to mask Contractor #4's fraud in various ways, and violated their fiduciary duties to disclose material information known to them about Contractor #4 affecting the affairs of the District Council, its constituent local unions, and the District Council Benefit Funds.

THE CONSPIRACY

59. From in or about 2001, up through and including in or about December 2004, in the Southern District of New York and elsewhere, JOHN GREANEY and BRIAN HAYES, the defendants, and others known and unknown, unlawfully, willfully, and knowingly did combine, conspire, confederate, and agree together and with each other to commit offenses against the United States, to wit, to violate Title 18, United States Code, Sections 1343; and Title 18, United States Code, Section 664.

OBJECTS OF THE CONSPIRACY

60. It was a part and an object of the conspiracy that JOHN GREANEY and BRIAN HAYES, the defendants, and others known and unknown, unlawfully, willfully, and knowingly, having devised and intending to devise a scheme and artifice to defraud, and for obtaining money and property by means of false and fraudulent pretenses, representations, and promises, did transmit and cause

to be transmitted by means of wire, in interstate commerce, writings, signs, signals, pictures and sounds for the purpose of executing such scheme and artifice, in violation of Title 18, United States Code, Section 1343.

61. It was further a part and an object of the conspiracy that JOHN GREANEY and BRIAN HAYES, the defendants, and others known and unknown, unlawfully, willfully, and knowingly would and did embezzle, steal, abstract, and convert to their own use, and to the use of another, moneys, funds, securities, premiums, credits, property, and other assets of the District Council Benefit Funds, in violation of Title 18, United States Code, Section 664.

OVERT ACTS IN FURTHERANCE OF THE CONSPIRACY

62. In furtherance of the conspiracy and to effect the illegal objects thereof, JOHN GREANEY and BRIAN HAYES, the defendants, and others known and unknown, committed the following overt acts, among others, in the Southern District of New York and elsewhere:

- a. In or about 2002, JOHN GREANEY accepted a cash payment of thousands of dollars from CC-4.
- b. In or about 2003, Gerald Philbin accepted a cash payment of thousands of dollars from CC-4.
- c. In or about 2004, BRIAN HAYES permitted Contractor #4 to operate a jobsite in Manhattan without a shop steward.

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

COUNT SEVEN

(Deprivation of Honest Services - Contractor #1)

The Grand Jury further charges:

63. From in or about 2000 up to and including on or about the date of this Indictment, in the Southern District of New York and elsewhere, MICHAEL FORDE, JOHN GREANEY, MICHAEL BRENNAN, FINBAR O'NEILL, BRIAN CARSON, JOSEPH RUOCCO, JOHN STAMBERGER, and MICHAEL VIVENZIO, the defendants, and others known and unknown, unlawfully, willfully, and knowingly, having devised and intending to devise a scheme and artifice to defraud, and to deprive the District Council, its constituent locals, and their members of the intangible right to the honest services of their officers, agents, shop stewards, representatives, and fiduciaries, to wit, the honest services of FORDE, GREANEY, BRENNAN, CARSON, RUOCCO, STAMBERGER, VIVENZIO, Gerald Philbin, and others, did transmit and cause to be transmitted by means of wire communication in interstate commerce, writings, signs, signals, pictures and sounds for the purpose of executing such scheme and artifice, to wit, FORDE, GREANEY, BRENNAN, O'NEILL, CARSON, RUOCCO, STAMBERGER, and VIVENZIO, participated in a scheme, which made use of wire transmissions between New York and New Jersey, including the wire transmission of fraudulent remittance reports from contractors to the District Council Benefit Funds, to deprive the District Council, Local 608, Local

157, and their members of the honest services of their officers and representatives.

(Title 18, United States Code, Sections 1343, 1346 and 2.)

COUNT EIGHT

(Deprivation of Honest Services - Contractor #2)

The Grand Jury further charges:

64. From in or about 1998 up to and including on or about the date of this Indictment, in the Southern District of New York and elsewhere, MICHAEL FORDE, JOHN GREANEY, and BRIAN HAYES, the defendants, and others known and unknown, unlawfully, willfully, and knowingly, having devised and intending to devise a scheme and artifice to defraud, and to deprive the District Council, Local 608, and their members of the intangible right to the honest services of their officers, agents, shop stewards, representatives, and fiduciaries, to wit, the honest services of FORDE, GREANEY, HAYES, Gerald Philbin, and others, did transmit and cause to be transmitted by means of wire communication in interstate commerce, writings, signs, signals, pictures and sounds for the purpose of executing such scheme and artifice, to wit, FORDE, GREANEY and HAYES participated in a scheme, which made use of wire transmissions between New York and New Jersey, including the wire transmission of fraudulent remittance reports from contractors to the District Council Benefit Funds, to deprive the District Council, Local 608, and their members of the

honest services of their officers and representatives.

(Title 18, United States Code, Sections 1343, 1346 and 2.)

COUNT NINE

(Deprivation of Honest Services - Contractor #3)

The Grand Jury further charges:

65. From in or about 2001 up to and including on or about the date of this Indictment, in the Southern District of New York and elsewhere, JOHN GREANEY and BRIAN HAYES, the defendants, and others known and unknown, unlawfully, willfully, and knowingly, having devised and intending to devise a scheme and artifice to defraud, and to deprive the District Council, Local 608, and their members of the intangible right to the honest services of their officers, agents, shop stewards, representatives, and fiduciaries, to wit, the honest services of GREANEY, HAYES, Gerald Philbin, and others, did transmit and cause to be transmitted by means of wire communication in interstate commerce, writings, signs, signals, pictures and sounds for the purpose of executing such scheme and artifice, to wit, GREANEY and HAYES participated in a scheme, which made use of wire transmissions between New York and New Jersey, including the wire transmission of fraudulent remittance reports from contractors to the District Council Benefit Funds, to deprive the District Council, Local 608, and their members of the honest services of their officers and representatives.

(Title 18, United States Code, Sections 1343, 1346 and 2.)

COUNT TEN

(Deprivation of Honest Services - Contractor #4)

The Grand Jury further charges:

66. From in or about 2001 up to and including on or about the date of this Indictment, in the Southern District of New York and elsewhere, JOHN GREANEY and BRIAN HAYES, the defendants, and others known and unknown, unlawfully, willfully, and knowingly, having devised and intending to devise a scheme and artifice to defraud, and to deprive the District Council, Local 608, and their members of the intangible right to the honest services of their officers, agents, shop stewards, representatives, and fiduciaries, to wit, the honest services of GREANEY, HAYES, Gerald Philbin, and others, did transmit and cause to be transmitted by means of wire communication in interstate commerce, writings, signs, signals, pictures and sounds for the purpose of executing such scheme and artifice, to wit, GREANEY and HAYES participated in a scheme, which made use of wire transmissions between New York and New Jersey, including the wire transmission of fraudulent remittance reports from contractors to the District Council Benefit Funds, to deprive the District Council, Local 608, and their members of the honest services of their officers and representatives.

(Title 18, United States Code, Sections 1343, 1346 and 2.)

COUNT ELEVEN

(Unlawful Acceptance of Payment by Labor Representative
- Michael Forde and Finbar O'Neill)

The Grand Jury further charges:

67. In or about December 2004, in the Southern District of New York and elsewhere, MICHAEL FORDE, the defendant, being a representative of employees who were employed in an industry affecting commerce, to wit, members of the U.B.C.J. who worked for a construction contractor, and aided by FINBAR O'NEILL, the defendant, unlawfully, willfully, and knowingly did receive and accept, and agree to receive and accept, a payment, loan, and delivery of money and other thing of value exceeding \$1,000, from an employer and persons acting in the interest of such an employer, to wit, FORDE, while Executive Secretary Treasurer of the District Council, received a cash payment of tens of thousands of dollars from CC-1, the owner of Contractor #1, which was delivered to FORDE by O'NEILL.

(Title 29, United States Code, Sections 186(b)(1) and (d)(2), and Title 18, United States Code, Section 2.)

COUNT TWELVE

(Unlawful Acceptance of Payment by Labor Representative
- John Greaney)

The Grand Jury further charges:

68. In or about December 2004, in the Southern District of New York and elsewhere, JOHN GREANEY, the defendant, being a representative of employees who were employed in an

industry affecting commerce, to wit, members of the U.B.C.J. who worked for a construction contractor, unlawfully, willfully, and knowingly did receive and accept, and agree to receive and accept, a payment, loan, and delivery of money and other thing of value exceeding \$1,000, from an employer and persons acting in the interest of such an employer, to wit, GREANEY, while Business Manager and President of Local 608, received a cash payment of thousands of dollars from CC-1, the owner of Contractor #1.

(Title 29, United States Code, Sections 186(b)(1) and (d)(2).)

COUNT THIRTEEN

(Unlawful Acceptance of Payment by Labor Representative
- John Greaney and Brian Hayes)

The Grand Jury further charges:

69. In or about December 2004, in the Southern District of New York and elsewhere, JOHN GREANEY and BRIAN HAYES, the defendants, being representatives of employees who were employed in an industry affecting commerce, to wit, members of the U.B.C.J. who worked for a construction contractor, unlawfully, willfully, and knowingly did receive and accept, and agree to receive and accept, a payment, loan, and delivery of money and other thing of value exceeding \$1,000, from an employer and persons acting in the interest of such an employer, to wit, GREANEY, the Business Manager and President of Local 608, aided by BRIAN HAYES, a Local 608 Business Agent, received a cash payment of thousands of dollars from Contractor #2.

(Title 29, United States Code, Sections 186(b)(1) and (d)(2);
Title 18, United States Code, Section 2.)

COUNT FOURTEEN

(Unlawful Payments to Labor Representatives
- Joseph Olivieri)

The Grand Jury further charges:

70. From in or about 2002, up and including in or about 2005, in the Southern District of New York and elsewhere, JOSEPH OLIVIERI, the defendant, being the director of an association of employers, to wit, the Wall & Ceiling Association, and being a person who acts in the interest of employers that are members of the Wall & Ceiling Association, did unlawfully, willfully, and knowingly, pay, lend, and deliver, and agree to pay, lend, and deliver, money and other things of value exceeding \$1,000 to the representatives of their employees who were members of the U.B.C.J. employed in an industry affecting commerce, to wit, OLIVIERI paid tens of thousands of dollars for the meals and expenses of District Council officers and representatives, including but not limited to MICHAEL FORDE and JOHN GREANEY.

(Title 29, United States Code, Sections 186(a)(1) and (d)(2), and Title 18, United States Code, Section 2.)

COUNT FIFTEEN

(Unlawful Acceptance of Payment by Labor Representative
- Brian Hayes)

The Grand Jury further charges:

71. In or about December 2004, in the Southern District of New York and elsewhere, BRIAN HAYES, the defendant,

being a representative of employees who were employed in an industry affecting commerce, to wit, members of the U.B.C.J. who worked for a construction contractor, unlawfully, willfully, and knowingly did receive and accept, and agree to receive and accept, a payment, loan, and delivery of money and other things of value exceeding \$1,000, from an employer and persons acting in the interest of such an employer, to wit, HAYES, a Local 608 Business Agent, received a cash payment of thousands of dollars from Contractor #3.

(Title 29, United States Code, Sections 186(b)(1) and (d)(2).)

COUNT SIXTEEN

(Unlawful Acceptance of Payments by Labor Representative
- Michael Brennan)

The Grand Jury further charges:

72. From in or about January 2000, up through and including in or about July 2004, in the Southern District of New York and elsewhere, MICHAEL BRENNAN, the defendant, being a representative of employees who were employed in an industry affecting commerce, to wit, members of the U.B.C.J. who worked for a construction contractor, unlawfully, willfully, and knowingly did receive and accept, and agree to receive and accept, a payment, loan, and delivery of money and other things of value exceeding \$1,000, from an employer and persons acting in the interest of such an employer, to wit, BRENNAN, while acting as a District Council shop steward at various jobsites of

Contractor #1 in Manhattan, received thousands of dollars of cash payments from CC-1, the owner of Contractor #1, in exchange for BRENNAN's agreement to submit false shop steward reports relating to that jobsite.

(Title 29, United States Code, Sections 186(b)(1) and (d)(2).)

COUNT SEVENTEEN

(Unlawful Acceptance of Payments by Labor Representative -
Michael Vivenzio)

The Grand Jury further charges:

73. From in or about September 2002, up through and including in or about September 2003, in the Southern District of New York and elsewhere, MICHAEL VIVENZIO, the defendant, being a representative of employees who were employed in an industry affecting commerce, to wit, members of the U.B.C.J. who worked for a construction contractor, unlawfully, willfully, and knowingly did receive and accept, and agree to receive and accept, a payment, loan, and delivery of money and other things of value exceeding \$1,000, from an employer and persons acting in the interest of such an employer, to wit, VIVENZIO, while acting as a shop steward assigned to a jobsite operated by Contractor #1 in Manhattan, received cash payments from CC-1, the owner of Contractor #1, in exchange for VIVENZIO's agreement to submit false shop steward reports relating to that jobsite.

(Title 29, United States Code, Sections 186(b)(1) and (d)(2).)

COUNT EIGHTEEN

(Unlawful Acceptance of Payments by Labor Representative
- Brian Carson)

The Grand Jury further charges:

74. From in or about October 2003, up through and including in or about January 2005, in the Southern District of New York and elsewhere, BRIAN CARSON, the defendant, being a representative of employees who were employed in an industry affecting commerce, to wit, members of the U.B.C.J. who worked for a construction contractor, unlawfully, willfully, and knowingly did receive and accept, and agree to receive and accept, a payment, loan, and delivery of money and other things of value exceeding \$1,000, from an employer and persons acting in the interest of such an employer, to wit, CARSON, while acting as a shop steward assigned to a jobsite operated by Contractor #1 in Manhattan, received cash payments from CC-1, the owner of Contractor #1, in exchange for CARSON's agreement to submit false shop steward reports relating to that jobsite.

(Title 29, United States Code, Sections 186(b)(1) and (d)(2).)

COUNT NINETEEN

(Unlawful Acceptance of Payments by Labor Representative
- John Stamberger)

The Grand Jury further charges:

75. From in or about November 2002, up through and including in or about December 2003, in the Southern District of

New York and elsewhere, JOHN STAMBERGER, the defendant, being a representative of employees who were employed in an industry affecting commerce, to wit, members of the U.B.C.J. who worked for a construction contractor, unlawfully, willfully, and knowingly did receive and accept, and agree to receive and accept, a payment, loan, and delivery of money and other things of value exceeding \$1,000, from an employer and persons acting in the interest of such an employer, to wit, STAMBERGER, while acting as a shop steward assigned to a jobsite operated by Contractor #1 in Manhattan, received cash payments from CC-1, the owner of Contractor #1, in exchange for STAMBERGER's agreement to submit false shop steward reports relating to that jobsite.

(Title 29, United States Code, Sections 186(b)(1) and (d)(2).)

COUNT TWENTY

(Unlawful Acceptance of Payments by Labor Representative
- Joseph Ruocco)

The Grand Jury further charges:

76. From in or about December 2004, up through and including in or about 2005, in the Southern District of New York and elsewhere, JOSEPH RUOCCO, the defendant, being a representative of employees who were employed in an industry affecting commerce, to wit, members of the U.B.C.J. who worked for a construction contractor, unlawfully, willfully, and knowingly did receive and accept, and agree to receive and

accept, a payment, loan, and delivery of money and other things of value exceeding \$1,000, from an employer and persons acting in the interest of such an employer, to wit, RUOCCO, while acting as a shop steward assigned to a jobsite operated by Contractor #1 in Manhattan, received cash payments from CC-1, the owner of Contractor #1, in exchange for RUOCCO's agreement to submit false shop steward reports relating to that jobsite.

(Title 29, United States Code, Sections 186(b)(1) and (d)(2).)

COUNT TWENTY-ONE

(Acceptance of Loan to Influence Operations
of Employee Benefit Plan - Joseph Olivieri)

The Grand Jury further charges:

77. In or about February 2005, in the Southern District of New York and elsewhere, JOSEPH OLIVIERI, the defendant, being a trustee of an employee welfare benefit plan and employee pension benefit plan, to wit the District Council Benefit Funds, received and agreed to receive a loan, money and other things of value because of and with intent to be influenced with respect to, any of the actions, decisions, and other duties relating any question and matter concerning such plan, to wit, OLIVIERI accepted a \$730,000 loan from CC-1, the owner of Contractor #1, with the intent to be influenced in the performance of his duties as a trustee to the District Council Benefit Funds involving the collection of contributions from Contractor #1.

(Title 18, United States Code, Section 1954.)

COUNT TWENTY-TWO

(Perjury - Joseph Olivieri)

The Grand Jury further charges:

78. On or about December 18, 2007, in the Southern District of New York, JOSEPH OLIVIERI, the defendant, while under oath in a proceeding ancillary to a court of the United States, to wit, a deposition conducted in United States of America v. District Council of New York City and Vicinity of the United Brotherhood of Carpenters & Joiners of America, et. al, 90 Civ. 5722 (CSH), a case pending in the United States District Court, Southern District of New York, unlawfully, willfully, and knowingly made false material declarations, to wit, OLIVIERI, the defendant, gave false testimony, including the following underlined testimony:

- (i) Q. When is the last time you spoke to Louis Moscatiello, Sr.?¹
- A. I haven't seen him for a few years.
- Q. How many is a few?
- A. Four or five.

¹ Louis Moscatiello was, at various times relevant to this Indictment, a Soldier and an Acting Capo in the Genovese Organized Crime Family who has pleaded guilty in United States District Court for the Southern District of New York to racketeering charges relating to union fraud, amongst other things. See United States v. Muscarella, et al. 03 Cr. 229 (NRB), United States v. Moscatiello, et al., 04 Cr. 343 (KMW), United States v. Bellomo, 06 Cr. 08 (LAK).

Q. When you did see him more than four or five years ago, how often did you meet with him?

A. I never met with him.

(ii) Q. Besides just seeing him around the neighborhood, did you ever have a relationship where you would make arrangements to see him?

A. No, I never made arrangements to see him. . . . I don't recollect ever making a meeting with him.

(iii) Q. When you saw him, what did you discuss?

A. "How's the family?" "What's new?"

Q. Did you ever discuss any kind of business with him?

A. Not to my knowledge or recollection.

(iv) Q. Did you have any conversations with Louis Moscatiello about anything to do with the construction industry at all? Do you recall any such conversations?

A. Not to my recollection.

(v) Q. What is your relationship with [CC-1]?

A. I don't have a relationship with him.

* * *

Q. Between the time that you first met him, right after he joined the [Wall & Ceiling] association

and the time that you had these meetings about his delinquency to the Benefit Funds, did you ever speak with him in that period?

A. He came to a couple of meetings.

Q. Did you ever discuss business with him?

A. "How's business?" How you doing?" "I'm busy." I'm not busy." Just general topics.

Q. Did you ever arrange specifically to meet with him?

A. No.

(vi) Q. During the period between the time you first met him and the time you started meeting with [CC-1] about his delinquency, about how many times did you talk to him?

A. I have no idea.

Q. Approximately?

A. I can't approximate.

Q. Is it more than two?

A. I don't even know. I have no idea.

(vii) Q. Did you ever talk to [CC-1] . . . outside of an association event or a party?

A. Yes, I could have saw him at something else.

Q. You could have, but do you recall if you did?

A. I'm not 100 percent sure. No, I can't - I don't

recall.

Q. Did you ever do business with [CC-1]?

A. I never did business with [CC-1] himself.

(viii) Q. Do you know if [CC-1] owns any other companies or at any time owned any other companies?

A. Not to my knowledge.

Q. Have any of your companies, the companies that you owned, ever worked on the same job site as [Contractor #1]?

A. Not to my knowledge.

(ix) *[Concerning how Olivieri's company, DNO, obtained work on a jobsite at 3536 Cambridge Avenue, Bronx, New York]*

Q. How did you come to do that work, that excavation work?

A. I had met a gentleman who was doing the projects in the area, and I asked him if I could bid on the work.

Q. Who was that person?

A. I don't recall his name right now.

Q. How did you know that person?

A. Someone just told me they were putting up a job in that area.

Q. You don't recall who that someone was?

A. No, I'm sorry, I don't.

* * *

Q. Are you aware if either [CC-1] or any company associated with him did any work at that site?

A. I am unaware of it.

(x) Q. Do you know if there ever came a time when [Contractor #6] began working on sites where [Contractor #1] had previously been working?

A. Not to my knowledge.

Q. Do you know if there ever came a time that [Contractor #6] hired workers who had previously worked for [Contractor #1]?

A. I don't get involved with any hiring of carpenters or anything like that.

Q. But besides whether you were involved, do you know from any source?

A. No. I don't have any idea.

Q. Did you arrange or facilitate in any way the transfer of either business or workers from [Contractor #1] to [Contractor #6]?

A. Did I?

Q. Yes.

A. No, I never did.

Q. Did anyone at the Wall-Ceiling Association either arrange or facilitate the transfer of business or workers from [Contractor #1] to [Contractor #6]?

A. Not to my knowledge.

(Title 18, United States Code, Section 1623.)

COUNT TWENTY-THREE

(Perjury - Michael Forde)

The Grand Jury further charges:

79. On or about January 28, 2009, in the Southern District of New York, MICHAEL FORDE, the defendant, while under oath in a proceeding ancillary to a court of the United States, to wit, a deposition conducted in New York City District Council of Carpenters Pension Fund, et. al v. Pitcohn Construction Enterprises, Inc., et. al, 06 Civ. 6531 (LBS), a case pending in the United States District Court, Southern District of New York, unlawfully, willfully, and knowingly made false material declarations, to wit, MICHAEL FORDE, the defendant, gave false testimony, including the following underlined testimony:

(i) Q. Have you ever been party to a conversation from 2002 onwards about illegals working off-the-books for union contractors?

A. Yeah, we file grievances against those contractors if we find out that is the case.

Q. Is that a regular occurrence?

A. That would be a regular occurrence, once we have knowledge of it.

(ii) Q. [A]re you aware of union contractors making off-the-books payments?

A. Sure, this has happened, yeah.

* * *

Q. Are you personally aware of it happening?

A. To be personally aware of it I have to see it happening. Would that be your contention or --

Q. No, not necessarily that you saw it happen, in terms of the actual payment, the physical payment being made, but that you're personally aware that certain contractors or a contractor or more than one contractor makes such payments.

A. I'm not personally aware of it. I mean, in my mind I have to see it happen because I could be personally aware of it.

(iii) Q. [A]re you aware, personally aware of a contractor or contractors who operate or did operate, and again from 2002 onwards, a scheme whereby workers were paid off-the-books?

A. Yes, I'm aware of that happening in the past, yes. . . . We have grievances, I guess, many of them as we speak.

Q. Again off the top of your head, could you list a number of names?

A. The ones that have the biggest so-called debt to our benefit funds, [Contractor #1] would be one.

* * *

Q. Now, to return to [Contractor #1], what do you know of other than the fact of them making off-the-books payments; what do you know of [Contractor #1]?

A. I know the owner's name is [CC-1]. That's as much as I know about them.

(Title 18, United States Code, Section 1623.)

COUNT TWENTY-FOUR

(Perjury - John Greaney)

The Grand Jury further charges:

80. On or about February 6, 2009, in the Southern District of New York, JOHN GREANEY, the defendant, while under oath in a proceeding ancillary to a court of the United States, to wit, a deposition conducted in New York City District Council of Carpenters Pension Fund, et. al v. Pitcohn Construction Enterprises, Inc., et. al, 06 Civ. 6531 (LBS), a case pending in the United States District Court, Southern District of New York, unlawfully, willfully, and knowingly made false material declarations, to wit, JOHN GREANEY, the defendant, gave false testimony, including the following underlined testimony:

- (i) Q. What do you know of [CC-1]?
- A. He's the owner of [Contractor #1].
- Q. What else do you know?
- A. That's about it.
- Q. Have you ever met [CC-1]?
- A. Yes.
- Q. In what circumstances have you met him?
- A. What do you mean?
- Q. What circumstances?
- A. I might have met him on a job.
- Q. Anything else?
- A. No.
- Q. That's it, you've never met him outside of a job?
- A. No, no.
- Q. To be specific, you never met him outside of a job site?
- A. Outside of a job site?
- Q. Yes.
- A. No, I might have seen him on the street.
- Q. Have you ever met him at a social event?
- A. No, not that I recall.
- (ii) Q. [W]as any payment ever made to your knowledge to any official of [Local] 608 by [Contractor #3]?
- A. No, not that I know of.

Q. Any payment made to you by [Contractor #3]?

A. No, no.

(iii) [about GREANEY seeing certain contractors in Chicago]

Q. Mr. Greaney, ... [w]hy were the executive secretary treasurer of the District Council, the president of Local 608 and three business agents socializing in Chicago with contractors?

A. I wasn't socializing with contractors. I was socializing with my friends. That's who I went to Chicago with. If the contractors happen[ed] to be there, they bumped into us.

(Title 18, United States Code, Section 1623.)

COUNT TWENTY-FIVE

(Perjury - Brian Hayes)

The Grand Jury further charges:

81. On or about January 26, 2009, in the Southern District of New York, BRIAN HAYES, the defendant, while under oath in a proceeding ancillary to a court of the United States, to wit, a deposition conducted in New York City District Council of Carpenters Pension Fund, et. al v. Pitcohn Construction Enterprises, Inc., et. al, 06 Civ. 6531 (LBS), a case pending in the United States District Court, Southern District of New York, unlawfully, willfully, and knowingly made false material declarations, to wit, BRIAN HAYES, the defendant, gave false

testimony, including the following underlined testimony:

(i) Q. Are you aware of union contractors making off-the-book payments to workers?

A. No.

Q. Have you heard of it?

A. Yes, I have.

Q. What have you heard?

A. In what specifics?

Q. When you say you've heard of contractors making such payments, which contractors in particular?

A. You hear rumors on the street, but if they're true or not -

Q. Again, I'm not concerned, at this point, whether they're true or not. Which contractors have been mentioned?

A. As far as I know, I believe [Contractor #1].

Q. Anyone else?

A. Tri-Built.

Q. Anyone else?

A. That's basically it, as far as I know.

(ii) Q. Are you aware that [Contractor #3] was making off-the-books payments to the employees?

A. No.

(Title 18, United States Code, Section 1623.)

COUNT TWENTY-SIX

(Perjury - Michael Brennan)

The Grand Jury further charges:

82. On or about July 30, 2004, in the Southern District of New York, MICHAEL BRENNAN, the defendant, while under oath in a proceeding ancillary to a court of the United States, to wit, a deposition conducted by the court-appointed Independent Investigator in United States of America v. District Council of New York City and Vicinity of the United Brotherhood of Carpenters et. al, 90 Civ. 5722 (CSH), a case pending in the United States District Court, Southern District of New York, unlawfully, willfully, and knowingly made false material declarations, to wit, MICHAEL BRENNAN, the defendant, gave false testimony, including the following underlined testimony:

(i) Q. As far as you know, the fact that you are repeatedly dispatched to [Contractor #1] is simply a matter of luck of the draw; is that correct?

A. That's right.

Statements Regarding BRENNAN's assignment to a jobsite of [Contractor #1] at 130 West 34th Street on or about September 19, 2000

(ii) Q. Do you have any recollection, Mr. Brennan, of having any discussions with anyone concerning the appropriate skills to be requested for this job . . . [p]rior to the dispatch?

A. I didn't have a discussion with anybody about prior skills . . . Prior, no.

(iii) Q. [W]hy was the welder skill one of the skills that was required of the shop steward, the answer to that is?

A. I don't know why it was for [Contractor #1] on that dispatch, but I know that on that job there was welding by carpenters, and they thought they had that work. I have no idea.

(iv) Q. [Y]ou never resolved why the welder skill was a dispatch skill for your dispatch?

A. Right. Again, I don't know what skills they used in my dispatch. I just know I'm dispatched.

(v) Q. Before you were dispatched, you had no discussion with anyone about what skills were appropriate for that job, is that correct?

A. That is correct.

Statements Regarding BRENNAN's Assignment to a jobsite of [Contractor #1] at Times Square Tower in or about October 2001

(vi) Q. Was there any discussion in this time period that there was going to be a big new job that might be of interest to you?

A. No.

(vii) Q. [B]efore you received that call . . . that referred

you to the Times Square Tower, did you have any reason to believe that there was in fact a large [Contractor #1] job becoming available?

A. Did I have any reason to believe that - no.

(viii) Q. [D]id you have any reason to believe that a large [Contractor #1] job was available before the dispatch?

A. No, no reason to believe that.

(ix) Q. Nobody mentioned it to you? I don't care who it was.

A. No.

(x) Q. Did you ever have any conversation prior to your dispatch, with any employee or representative of [Contractor #1], about this job, before you were dispatched to it?

A. No, sir.

(xi) Q. So, when you did receive the dispatch, it was a complete surprise to you, location and contractor?

A. It is a surprise; you are lucky to go [to] a job, yeah.

(Title 18, United States Code, Section 1623.)

COUNT TWENTY-SEVEN

(Perjury - Brian Carson)

The Grand Jury further charges:

83. On or about September 19, 2005, in the Southern District of New York, BRIAN CARSON, the defendant, while under oath in a proceeding ancillary to a court of the United States, to wit, a deposition conducted by the court-appointed Independent Investigator in United States of America v. District Council of New York City and Vicinity of the United Brotherhood of Carpenters et. al, 90 Civ. 5722 (CSH), a case pending in the United States District Court, Southern District of New York, unlawfully, willfully, and knowingly made false material declarations, to wit, BRIAN CARSON the defendant, gave false testimony, including the following underlined testimony:

(i) Q. At any time, on any of your jobsites, for any contractor in the last five years, have you been offered cash or has anyone sought to request of you that you violate your obligation as a union carpenter?

A. No, sir. Nobody that I can recall.

Q. And that includes the [Contractor #1] situation as well?

A. Yes.

(ii) Q. [W]ith respect to the 63 Wall Street jobsite for [Contractor #1], we received at least three, I think four anonymous hotline calls to the effect that there were carpenters working at 63 Wall Street who were not on your sheets [i.e., shop steward reports], and who were in fact being paid cash.

A. Not to my knowledge, sir.

Q. I want to give you some additional information, and then I want you to explain to me . . . what happened on this jobsite, because we do have carpenters who have appeared here who have sworn under oath that they worked at 63 Wall Street and received cash and not benefits.

A. I find that very hard to believe.

(iii) Q. Did you at any time have reason to believe when you were the shop steward on 63 Wall Street, that there were carpenters on the site who were being paid cash and not benefits?

A. No.

(iv) Q. To the best of your knowledge, are the shop steward reports that you completed for 63 Wall Street, are they accurate in the sense . . . that they record each carpenter on the site for the

hours that they were on the site?

A. Yes.

Q. Are there any exception[s] to that? Because there are - I don't want to surprise you. There are people who have testified who have checks from these [Contractor #1] accounts, in which their testimony has been, they were on the site and were off the shop steward report.

A. Negative. No.

Q. Never happened?

A. Never happened.

(Title 18, United States Code, Section 1623.)

COUNT TWENTY-EIGHT

(False Statements)

The Grand Jury further charges:

84. On or about February 2, 2006, in the Southern District of New York and elsewhere, JOSEPH RUOCCO, the defendant, unlawfully, willfully, and knowingly, in a matter within the jurisdiction of the executive branch of the Government of the United States, did falsify, conceal, and cover up material facts by trick, scheme, and device, and did make materially false, fictitious, and fraudulent statements and representations, to wit, RUOCCO falsely told an agent of the Department of Labor (1) that no carpenters had worked at the jobsite for Contractor

#1 in Manhattan, where RUOCCO was the assigned shop steward, without being put on his shop steward reports, and (2) that no one had ever offered him anything of monetary value to omit workers from his shop steward reports for that jobsite.

(Title 18, United States Code, Section 1001.)

COUNT TWENTY-NINE

(Obstruction of Justice - Michael Brennan)

The Grand Jury further charges:

85. In or about July 2004, in the Southern District of New York and elsewhere, MICHAEL BRENNAN, the defendant, and others known and unknown, unlawfully, willfully, and knowingly did corruptly obstruct, and impede, and endeavor to obstruct and impede, the due administration of justice, to wit, while subject to an order by the court-appointed Independent Investigator in United States of America v. District Council of New York City and Vicinity of the United Brotherhood of Carpenters et. al, 90 Civ. 5722 (CSH), to produce all records in his possession pertaining to job sites at which BRENNAN was a shop steward for Contractor #1, BRENNAN purposely destroyed all such records in his possession to impede the court-appointed Independent Investigator and the United States Government.

(Title 18, United States Code, Section 1503.)

Forfeiture Allegation as to Counts One and Two

86. The allegations contained in Counts One and Two of this Indictment are hereby realleged and incorporated by reference for the purpose of alleging forfeiture pursuant Title 18, United States Code, Section 1963.

87. Pursuant to Title 18, United States Code, Section 1963, upon conviction of an offense in violation of Title 18, United States Code, Section 1962, the defendants, MICHAEL FORDE, JOHN GREANEY, BRIAN HAYES, MICHAEL BRENNAN and FINBAR O'NEILL, shall forfeit to the United States of America:

a. any interest acquired or maintained in violation of section 1962;

b. any interest in, security of, claim against, or property or contractual right of any kind affording a source of influence over any enterprise which the defendants established, operated, controlled, conducted, or participated in the conduct of, in violation of section 1962; and

c. any property constituting, or derived from, any proceeds obtained, directly or indirectly, from racketeering activity in violation of 1962.

88. The interests of the defendants subject to forfeiture to the United States pursuant to Title 18, United States Code, Section 1963(a)(1), (a)(2), and (a)(3), include, but are not limited to, at least \$500,000.

Substitute Asset Provision

89. If any of the property described above, 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 18, United States Code, Section 1963(m), to seek forfeiture of any other property of said defendant up to the value of the above forfeitable property.

90. The above-named defendants, and each of them, are jointly and severally liable for the forfeiture obligations as alleged above.

(Title 18, United States Code, Section 1963.)

Forfeiture Allegation As to Counts Three through Eighteen

91. As a result of committing the wire fraud offenses alleged in Counts Three through Ten of this Indictment, and the

bribery offenses alleged in Counts Eleven through Twenty-One of this Indictment, MICHAEL FORDE, JOHN GREANEY, BRIAN HAYES, MICHAEL BRENNAN, FINBAR O'NEILL, JOSEPH OLIVIERI, BRIAN CARSON, JOSEPH RUOCCO, JOHN STAMBERGER, and MICHAEL VIVENZIO, the defendants, shall forfeit to the United States, pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461, any property constituting or derived from proceeds traceable to the violations, including but not limited to at least \$10 million in United States currency, in that such sum in aggregate is property representing the amount of proceeds obtained as a result of the offenses.

Substitute Asset Provision

92. If any of the above-described forfeitable property, as a result of any act or omission of the defendant(s):

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

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

c. has been placed beyond the jurisdiction of the Court;

d. has been substantially diminished in value;

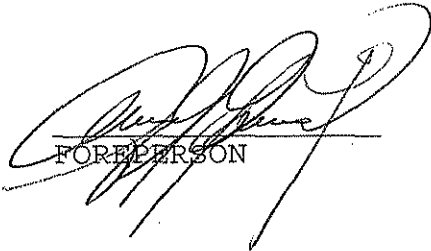
or

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

it is the intent of the United States, pursuant to Title 21, United States Code, Section 853(p), to seek forfeiture of any

other property of said defendant up to the value of the above
forfeitable property.

(Title 18, United States Code, Section 981 and
Title 28, United States Code, Section 2461.)



FOREPERSON

Lev L. Dassin

LEV L. DASSIN
Acting United States Attorney

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

UNITED STATES OF AMERICA

- v. -

**MICHAEL FORDE,
JOHN GREANEY,
BRIAN HAYES,
MICHAEL BRENNAN,
FINBAR O'NEILL,
JOSEPH OLIVIERI,
BRIAN CARSON,
JOSEPH RUOCCO,
JOHN STAMBERGER,
MICHAEL VIVENZIO.**

Defendants.

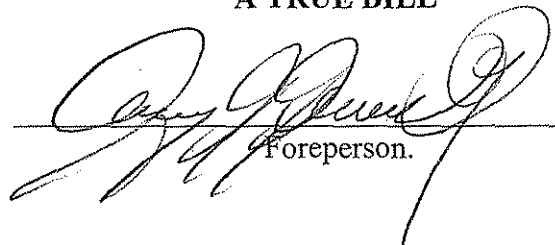
INDICTMENT

S3 08 Cr. 828

(Title 18, United States Code, Sections 371, 1001, 1343,
1346, 1503, 1954, 1623, and 1962; Title 29, United States
Code, Section 186.)

Lev L. Dassin
Acting United States Attorney.

A TRUE BILL


Foreperson.