

RTF:SC:MER
F.#2005R01856

M-08-836

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X

TO BE FILED UNDER SEAL

UNITED STATES OF AMERICA

AFFIDAVIT IN SUPPORT OF
ARREST WARRANT

-against-

(18 U.S.C. § 666(a)(1)(B))

JAMES COFFIN and
THOMAS FETTER,

Defendants.

-----X

EASTERN DISTRICT OF NEW YORK, SS:

MICHELE SENFT, being duly sworn, deposes and says that she is a Special Agent with the United States Immigration and Customs Enforcement ("ICE"), duly appointed according to law and acting as such.

Upon information and belief, there is probable cause to believe that from in or about and between June 2004 and January 2008, within the Eastern District of New York and elsewhere, the defendants JAMES COFFIN and THOMAS FETTER, being agents of an organization that received in excess of \$10,000 in any one year period under a Federal program involving a grant, subsidy or other form of Federal assistance, did knowingly, intentionally and corruptly solicit, demand and agree to accept something of value, to wit, United States currency, with the intent to be influenced and rewarded in connection with business and a series

of transactions of such organization, involving \$5,000 or more.

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

The source of your deponent's information and the grounds for her belief are as follows:¹

1. I have been a Special Agent with ICE since May 2003. I am currently assigned to ICE's El Dorado Task Force, which investigates money laundering.

2. The facts set forth in this affidavit are based upon my own investigation of the facts, a review of documents, witness interviews, and upon what I have learned from other agencies, including the Internal Revenue Service ("IRS") and the Office of the Inspector General of The Port Authority of New York and New Jersey.

I. The Defendants, Con Ed and The Contractor

3. Consolidated Edison ("Con Ed") is a New York-based corporation which provides electrical and steam utility services throughout New York City, including lower Manhattan. As a provider of such utility services, Con Ed is responsible for rebuilding and rerouting its electrical and steam lines as part of construction projects that interfere with existing electrical

¹ Because the purpose of this affidavit is only to state the probable cause to arrest, I have not described all the relevant facts, circumstances and conversations that I am aware of related to this investigation. All conversations and statements reported in this affidavit, unless directly quoted, are described in substance and in part.

and steam lines. From 2004 to 2006, Con Ed received approximately \$65.5 million from the Empire State Development Corporation for work Con Ed performed in lower Manhattan pursuant a plan approved by the United States Department of Housing and Urban Development ("HUD"), which administered a \$783 million federal appropriation for damaged properties and businesses, restoration of utility infrastructures, and economic revitalization related to the terrorist attacks at the World Trade Center on September 11, 2001.

4. The defendant JAMES COFFIN was employed as a Construction Representative for Con Ed until 2007, when he was promoted to Project Specialist overseeing construction projects in downtown Manhattan, south of Canal Street. Since October 2007, COFFIN has been a Project Specialist overseeing construction projects in Queens, New York.

5. Until July 1, 2008, when he retired, the defendant THOMAS FETTER was employed as a Construction Representative for Con Ed. FETTER's duties included overseeing contractors who perform work for Con Ed on construction sites.

6. Until July 1, 2008, Cooperating Witness #1 ("CW-1") was employed as a Senior Specialist for Con Ed.² CW-1's duties included reviewing the invoices collected by Con Ed's

² On March 19, 2007, CW-1 was arrested and has since signed a cooperation agreement with the government and is expected to plead guilty in the near future.

Construction Representatives, approving those invoices and passing them up Con Ed's chain of command for payment.

7. Cooperating Witness #2 ("CW-2") is employed as a Construction Representative for Con Ed.³ CW-2's duties include receiving invoices from various Con Ed subcontractors for construction work performed by those subcontractors.

8. The CONTRACTOR is the president and co-owner of a construction company that performs gas line and electrical work on construction projects.

II. The DDC Project

9. The New York City Department of Design and Construction ("DDC") is New York City's primary capital construction project manager. The DDC partners with other City agencies, architects and consultants to construct or renovate facilities, such as firehouses, police precincts and courthouses, as well as roadways, sewers, sidewalks and water mains, in all five boroughs.

10. On or about March 2004, the CONTRACTOR was awarded a contract to perform work on a highway project including the repair of drainage and catch basins, and installation of new curbs, sidewalks and roadways, in an area of lower Manhattan south of Canal Street (the "DDC Project").

³ On March 15, 2007, CW-2 was arrested and has since signed a cooperation agreement with the government and is expected to plead guilty in the near future.

11. After the CONTRACTOR won the contract, it negotiated with Con Ed the rates of reimbursement the CONTRACTOR would receive for moving any Con Ed utility lines as it performed the contracted work. Although the initial project only covered a small area, over the years, the area to be reconstructed was expanded by the DDC. Con Ed and the CONTRACTOR did not renegotiate rates as the work expanded, but instead, Con Ed reimbursed the CONTRACTOR at the originally negotiated rate for all costs incurred under the contract, whether it was performed in an originally designated area or in an expanded area.

III. The Kickback Scheme

12. In 2004, after entering into the contract for the DDC Project, the defendant JAMES COFFIN and CW-1 arranged with the CONTRACTOR for the CONTRACTOR to kick back four percent of Con Ed's payments to the CONTRACTOR for work performed on the DDC Project to be split evenly between defendant JAMES COFFIN, defendant THOMAS FETTER, CW-1, and CW-2 (together, the "co-conspirators").⁴ In exchange for the kickbacks, the co-conspirators agreed to direct additional work to the CONTRACTOR that did not actually need to be done, or necessary work that did not need to be done by the CONTRACTOR in particular, in order to generate income for everyone involved, and they agreed to ensure

⁴ The co-conspirators had a similar arrangement with the CONTRACTOR on other Con Ed projects starting in 2000, requiring a three percent kickback.

that Con Ed paid the CONTRACTOR's invoices on a timely basis. For instance, if the contract covered an area that ended mid-block and the CONTRACTOR was replacing a "duct run" or a gas main, the co-conspirators allowed the CONTRACTOR to expand the area of work performed to the end of the block, even though the expansion was unnecessary.

13. Between June 2004 and September 2007, Con Ed paid the CONTRACTOR approximately \$34,000,000 for work performed on the DDC Project. According to CW-1, a significant amount of the work performed by the CONTRACTOR on the DDC Project was unnecessary.

14. Defendant THOMAS FETTER, in his capacity as Construction Representative for Con Ed, obtained approval for the unnecessary work on the DDC Project at the job site. CW-2 received the invoices for work performed by the CONTRACTOR, and promptly processed the invoices for approval by CW-1 and defendant JAMES COFFIN, who would, in turn, pass them up Con Ed's chain of command for payment.

15. According to CW-1 and CW-2, since approximately 2004, the CONTRACTOR has kicked back to the co-conspirators between \$20,000 and \$30,000 in cash every four to six weeks, for a total of approximately \$750,000. Typically the kickbacks occurred as follows: CW-2 advised CW-1 when the time had come to collect a payment from the CONTRACTOR. At that time, either CW-1

or defendant COFFIN called the CONTRACTOR and requested a payment. The CONTRACTOR then called either CW-1 or COFFIN when he was ready to make the payment, and shortly thereafter, CW-1 and COFFIN met the CONTRACTOR and one of them received the payment from the CONTRACTOR. The payments were then divided equally between the four co-conspirators.

IV. Recorded Conversations⁵

16. On March 29, 2007, defendant COFFIN met CW-1 outside CW-1's home to drive to work together. When COFFIN first arrived, he handed CW-1 a large envelope full of cash, which COFFIN explained he had separated into four shares for the co-conspirators, stating "I got it all together in one big envelope." COFFIN further explained that the denominations of the bills provided to him by the CONTRACTOR made it difficult to split the cash into four equal shares of \$7,500:

COFFIN: Actually what I did, it's usually the same number, you know, 75?

CW-1: Yeah.

COFFIN: And I didn't have any fifties or anything so I gave [CW-2] and Tommy [FETTER] an extra hundred so they owe us each fifty bucks, so next time around I'll take it back.

CW-1: 75 each then?

COFFIN: It's all the same, I didn't have any fifties

⁵ CW-1 and CW-2 wore electronic devices to record the conversations with the defendants that are quoted in this affidavit.

in change so I just gave them an extra hundred, they owe us fifty or else next time I'll just take it off the top.

Defendant COFFIN and CW-1 then discussed how CW-2 was "hungry about the money" the co-conspirators were expecting from the CONTRACTOR, who was behind in his kickback payments. COFFIN stated that he had met with the CONTRACTOR at a coffee shop in the Bronx for about a half an hour, explaining that the CONTRACTOR was "cool with everything, you know, works going on." Referring to the kickback payments, COFFIN said, "You know he's going to continue doing what he's doing, no matter what, as long as he possibly can. But he knows the numbers are higher than what's out there[,] " indicating that the CONTRACTOR was aware that he had fallen behind in kickback payments owed to the co-conspirators.

17. On March 30, 2007, CW-1 met defendant FETTER at Con Ed offices in Queens, New York. CW-1 handed FETTER a folder containing two envelopes containing \$7,600 each, stating:

CW-1: It's 76 each.

FETTER: O.K.

CW-1: Alright? And it's from [the CONTRACTOR].

FETTER: O.K.

CW-1: Alright? So we're O.K. And you give it to [CW-2].

FETTER: Yeah, O.K.

Later that day, FETTER handed CW-2 an envelope containing \$7,600.

After handing over the envelope, FETTER stated, "I hate it when they give us that big fucking envelope I gotta carry it around all day (Laughs)." Then, referring to prior kickback payments that had been made by check, he said "I used to have a check, used to be able to just," and motioned as if he were putting a check into his front shirt pocket.

18. On May 15, 2007, CW-1 and defendant COFFIN discussed the amount of money the CONTRACTOR owed the co-conspirators:

CW-1: Well, with the money that [the CONTRACTOR] owes us, [the CONTRACTOR] owe[s] us so much fucking money anyway, Jimmy.

COFFIN: [The CONTRACTOR]'ll never fucking catch up, it'll take 'em ten years.

* * *

CW-1: I mean, you're talking thirty million dollars worth of fucking utility work. That's a lot of money.

COFFIN: I mean just think four percent off the top of that [U/I]

CW-1: Three, four percent. Yeah.

COFFIN: [U/I] you know, he'd be paying us fucking, you know, fifty thousand a month each.

CW-1: Well that what we should focus, we should really,

COFFIN: Well that's what it's all about.

CW-1: And in actuality that's what we should be saying to him, "Listen [the CONTRACTOR], we appreciate the fact that you've been giving us thirty, but,"

COFFIN: You know what I need fifty thousand, seventy-five thousand, a month and that's just to catch up from where he is and that's not even going forward.

CW-1: Yeah, ok well, we'll have that conversation with him. I mean he's going to do his best, I mean, he told us about that.

COFFIN and CW-1 then discussed possible ways that the CONTRACTOR could catch up in his kickback payments, including increasing the monthly payments. COFFIN pointed out that the fact that the co-conspirators were paid in cash made it difficult for the CONTRACTOR to draw a large sum out of his bank accounts, stating that the CONTRACTOR and his accountant "are not looking to get themselves in trouble either and all of a sudden draw a hundred fucking grand out of their saving, bank accounts. It's gotta be cash, you know?"

19. On July 26, 2007, CW-1, defendant COFFIN and the CONTRACTOR met at a restaurant in Queens, New York, and discussed the kickback payments the CONTRACTOR owed the co-conspirators. According to the CONTRACTOR, having to make the payments in cash, so as to avoid leaving a paper trail, made it difficult to increase the amount of the payments. During their conversation, COFFIN, CW-1 and the CONTRACTOR discussed creating a corporation through which the kickback payments could be made. CW-1 suggested setting up a bogus company, but the CONTRACTOR disagreed, and the following exchange occurred:

CW-1: Come up with a bogus company, you know. I don't know.

COFFIN: That's the [U/I].

CONTRACTOR: See, that's worse I think.

CW-1: Yeah.

CONTRACTOR: That's worse, because it won't stand up to a forensic uh, type thing, you know. But --

COFFIN: What about a legitimate one? Make the [U/I] into a legitimate one?

CONTRACTOR: No, uh, we talked about something to that effect too. You know?

CW-1: Yeah. Yeah.

CONTRACTOR: I mean, those, there are other things that, you know, you can look at. Which um, again, it's gotta be, um, you know, it's gotta be . . . it's gotta be, it's tough. [U/I].

20. At the end of the conversation, CW-1 asked the CONTRACTOR, with respect to the regularly due kickback payment, "are you ready to catch up with us?" The CONTRACTOR responded, "No, no . . . I mean, I will, I'll do that another day. I am but, I figured, too much going on." He then suggested that one of them come by his office the next week. After the CONTRACTOR left the restaurant, the following exchange occurred between CW-1 and defendant COFFIN:

CW-1: That fucked us up. I thought he had it. He said he had it. Yeah.

COFFIN: Yeah.

CW-1: He said he had it.

COFFIN: He probably didn't want to carry it.

21. Two days later, on or about July 28, 2007, CW-1 advised agents that COFFIN told CW-1 that COFFIN met the CONTRACTOR at his office in the Bronx early that morning and received \$30,000 in cash from him. On or about July 30, 2007, CW-1 advised me that COFFIN gave him \$7,200 in cash for CW-1's share of the kickback from the CONTRACTOR.⁶ On August 3, 2007, CW-2 turned over to agents \$7,600 in cash that CW-2 said he had received from COFFIN that day, representing CW-2's share of the kickback payment from the CONTRACTOR.

22. On September 6, 2007, CW-1, defendant COFFIN and the CONTRACTOR met at the CONTRACTOR's place of business in the Bronx, New York, to pick up a kickback payment from the CONTRACTOR. During the meeting, the CONTRACTOR led COFFIN and CW-1 to a shed in the yard behind the CONTRACTOR's place of business, explaining that there were "so many cameras, I keep it in here." The CONTRACTOR entered the shed first, with COFFIN close behind. When CW-1 entered the shed after them, CW-1 saw the CONTRACTOR reach up to a shelf, pull out an envelope and hand

⁶ CW-1 had been told by COFFIN that the payment was in the amount of \$7,500. After CW-1 realized the difference, CW-1 called COFFIN to say that the amount was short by \$300. According to CW-1, on August 22, 2007, COFFIN gave CW-1 \$300 to make up for the shortfall. As reflected in paragraph 27, agents seized the \$7,200 and \$300 from CW-1 on July 30 and August 22, respectively.

it to COFFIN. Later, in COFFIN's car, CW-1 asked COFFIN, "Did he give you the money?" COFFIN answered, "Yeah, it's in my pocket." CW-1 stated, "All right. I just want to count it out that's all[,] and COFFIN replied, "yeah, I'll give it to you." During the conversation, CW-1 reached over, took the envelope out of COFFIN's pocket and counted out his \$7,500 share of the kickback:

CW-1: Oh. Okay. All right. All right. Let me see. So, so, it looks like it's all here anyway.

COFFIN: Oh, I, I don't doubt it.

CW-1: No, I, I don't doubt it either. [Paper shuffling sound] 54, 55, 56, 57, 60, 61, 65. Yeah, it looks like it's all here. Seventy-five. I took 75 out, Jimmy, all right?

COFFIN: Okay.

After CW-1 counted out the money, CW-1 put the envelope containing \$22,500 in COFFIN's brief case and said, "I'll throw this in your bag, alright?" COFFIN told CW-1 that he was going to "shoot downtown" to "see what's going on" and CW-1 said that CW-2 "will be kicking around" in the area. COFFIN replied, "[CW-2] doesn't know what we're doing. I'll talk to [CW-2] tomorrow, wait til tomorrow." Before getting out of the car, CW-1 recounted the payment and said the following:

Let's double check it again, make sure it's all here. Don't screw you out of it. [Paper shuffling sound] Six, seven, eight, nine, ten. One, two, [U/I] one, that's 4,000. That's five, five [U/I] ten [U/I]. Three thousand. Three thousand. Three thousand. [U/I] Five

thousand. All right. [U/I] Okay, I have 100 dollars over. That's 75, here. I'll put the 100 dollars back in.

The next day, September 7, 2007, at the Con Ed office, COFFIN gave CW-2 \$7,500 in cash for his share of the kickback. On September 11, CW-1 advised agents that defendant FETTER told CW-1 that COFFIN had also given him an envelope that morning containing his share of the kickback payment from the CONTRACTOR.

23. On October 25, 2007, CW-2 and defendant FETTER met inside CW-2's car near the ferry landing at South Street Seaport in lower Manhattan and discussed the reports from the other co-conspirators that the CONTRACTOR had fallen behind in his kickback payments. They also discussed the possibility that defendant COFFIN was not dividing the kickbacks equally between the co-conspirators:

CW-2: That's why [COFFIN] said there was only 5,000 instead of 7,500. According to Jimmy [COFFIN], [the CONTRACTOR] says, "It's, you know, it's, it's a little tough. I'm having a hard time getting, uh, getting money." Uh, then he started talking about, "you know, I know my work in Manhattan is coming to an end, but I'm gonna try to keep this going, you know?" So, you and I -

FETTER: [Voices overlap] No.

CW-2: I mean, you know what it sounds like.

FETTER: To me, I mean, [CW-2], I know the cash flow because I write it. Okay? You know it because you track it. Alright, does it sound like Jimmy [COFFIN] is robbing us? In your opinion?

CW-2: No.

FETTER: Is there a possibility he's robbing us? Because I know Jimmy [COFFIN] is an over-reactive individual. That's what got himself-

CW-2: [Voices overlap] Yeah.

FETTER: -- in trouble down here.

CW-2: Uh-hum.

FETTER: Alright? To me, I don't care about the 2,000 dollars or the 2,600 dollars.

CW-2: Right.

FETTER: Alright? If he needs it that bad, let him have it. Alright?

CW-2: Yeah.

FETTER: But, uh, do we need to start to cause problems between the four of us over, over this?

* * *

CW-2: I mean, I didn't have a chance to look through the papers that I tried to keep, but I think, you know, with you doing the bills we, yesterday, I mean [the CONTRACTOR], what do you think? If I add it up, what do you think he owes us? You -

FETTER: [Voices overlap] You would know better than anybody else.

Later in the conversation, FETTER noted that part of his concern about being cheated out of some of the kickback money by defendant COFFIN was that he knew "for a fact that Jimmy [COFFIN] is living over his head." After CW-2 and FETTER further discussed the money they were owed under the kickback scheme, FETTER concluded that "from a couple of assholes shaking down

fucking contractors we did pretty fucking good[.]” CW-2 further noted, “Let’s put it this way. [The CONTRACTOR] didn’t, [the CONTRACTOR] didn’t pay all this money and get nothing in return.” FETTER agreed, explaining how the CONTRACTOR benefitted from the kickback scheme:

They got, they got, believe me they got well worth what they fucking paid for and more. I talked to [CW-1] one day. He was gonna sit with [the CONTRACTOR]. And he said, “Tommy [FETTER],” he said, “show me one job.” So I pulled out all the shit from Platt Street. I said, “The job ended at the building line. We went out into the intersection.” . . . So I, we extended the fucking job here and there.

24. On January 31, 2008, CW-1, defendant COFFIN and the CONTRACTOR met at a restaurant in Queens, New York, to discuss the CONTRACTOR’s delinquent kickback payments. According to CW-1 and CW-2, by that date, the CONTRACTOR owed the co-conspirators approximately \$700,000 to \$800,000 in kickback payments. CW-1, defendant COFFIN and the CONTRACTOR then discussed how the DDC Project turned out to be much larger than they had anticipated at the outset, with COFFIN commenting that “it turned out to be ballooning from, you know, one thing into another.” They discussed how the CONTRACTOR was given additional, unnecessary work by Con Ed, that resulted in a windfall for all of them:

CW-1: -- [U/I] ‘cause there’s a lot of things that didn’t have to be replaced, we replaced, but there was reason for that.

CONTRACTOR: Yeah.

CW-1: You know, you were making money, we were making money. That's --

CONTRACTOR: Absolutely.

CW-1: I mean . . . you know, we had [laughs] -- I mean the four percent deal on our end was fantastic! I mean, you know, I mean think about it. Just think about it, [the CONTRACTOR].

CONTRACTOR: I don't think, I don't think -- uh, you know, there was nothing I ever, in my head that would have thought . . . you know, there's no way to gauge that. You know what I mean?

CW-1: I know. I know.

CONTRACTOR: Like, even when we spoke about it, you know, I'm uh, uh . . .uh, [U/I].

CW-1: Well, we never thought . . . yeah.

CONTRACTOR: No, and, and I would have been happy with just a dent. It was just --

CW-1: Yeah.

CONTRACTOR: -- one of those things that kind of took a life of its own.

25. Because CW-1 was preparing to retire, CW-1 wanted to know what would happen with the payments once CW-1 was no longer working at Con Ed, and thus stated, "that's one of the reasons why I wanted to get together. You know. We close out our business. Alright?" The CONTRACTOR stated that, "What I, what I'd like to do is . . . I like dealing with just you guys . . . Maybe we cut the other [two out]." CW-1 understood this

to mean that the CONTRACTOR wanted to cut CW-2 and defendant FETTER out of the deal.

26. During the same conversation, the CONTRACTOR went on to state his concern that someone had disclosed their illegal arrangement. The CONTRACTOR stated, "I honestly think somebody, and I don't think it's anybody here, must be saying something 'cause something got back to me . . . in regards to you [indicating CW-1] . . . which scares the shit out of me." The CONTRACTOR further stated that the "stress that that created for me was a lot" and he "kind of lost it a little bit." The following conversation ensued:

CONTRACTOR: After, after kind of talking to Jimmy [COFFIN] and, and . . . you know, and then looking at it I was like, you know what? [Pause] I, I don't trust uh, whoever else was hanging around --

CW-1: Okay.

CONTRACTOR: But if it's just you guys --

CW-1: Okay, okay.

CONTRACTOR: I don't have a problem kind of, living up to, you know --

CW-1: Okay, okay.

CONTRACTOR: And keep rolling along. Even --

CW-1: Okay.

CONTRACTOR: And, and I'll be honest with you. But even if you decide you're going to go, which I don't blame you, I'll still . . . you know. I, I don't ever forget, you know, the help. You know, listen. It's, it became unmanageable for me [Chuckles] --

COFFIN: [Laughs]

CW-1: I know, because it was. That's right. It was like --

CONTRACTOR: And I, and I, and I didn't expect that --

CW-1: It was a lot of money.

CONTRACTOR: Right, and --

CW-1: I mean, thirty-four, thirty-four million dollars! [Chuckles]

CONTRACTOR: And, you know what I mean?

CW-1: You're talking like a million and a half. You paid us half

The CONTRACTOR concluded by stating that their arrangement, "definitely had a big part of how well we're doing," and that he "appreciate[d] it."

V. Seizures of Kickback Payments

27. On or near the dates indicated below, I seized the following amounts of United States currency from CW-1. According to CW-1, the cash was given to CW-1 by defendant COFFIN who had received a larger amount from the CONTRACTOR. The amount of each payoff to CW-1 represented approximately one quarter of the total kickback paid by the CONTRACTOR to COFFIN, with the exception of

the last two payments, which were divided equally between CW-1 and COFFIN only.

DATE OF PAYOFF	PAYOFF AMOUNT
March 29, 2007	\$7,500
May 7, 2007	\$7,600
June 28, 2007	\$7,500
July 30, 2007	\$7,200 (supplemented on August 22 with payment of \$300)
September 6, 2007	\$7,500
October 23, 2007	\$5,000
December 27, 2007	\$5,000
January 28, 2008	\$5,000

On March 29, 2007, during an exchange that was photographed by agents, COFFIN gave CW-1 \$7,500 for CW-1 as well as \$15,200 to divide evenly between "[CW-2] and Tom [FETTER]." Furthermore, on May 2, 2007, agents observed COFFIN meet with the CONTRACTOR at his business premises in the Bronx, New York.

28. On or near the dates indicated below, I seized the following amounts of United States currency from CW-2. According to CW-2, except where otherwise noted below, the cash was given to CW-2 by COFFIN, who had received a larger amount from the CONTRACTOR. The amount of each payoff to CW-2 represented approximately one quarter of the total kickback paid by the CONTRACTOR to COFFIN.

DATE	PAYOFF AMOUNT
March 30, 2007	\$7,600
May 3, 2007	\$7,400
June 28, 2007	\$7,500
August 3, 2007	\$7,600
September 7, 2007	\$7,500
October 23, 2007	\$5,000

On March 30, 2007, after having received three envelopes of payments from COFFIN on March 29, as noted above, at the direction of law enforcement agents, CW-1 gave CW-2's payment to FETTER, and asked that FETTER pass the payment along to CW-2, which he did. On October 23, 2007, CW-1 gave CW-2 the payment, as directed by law enforcement agents, because COFFIN had given CW-1 envelopes for CW-2 and FETTER, and asked that CW-1 pass them along to the others.

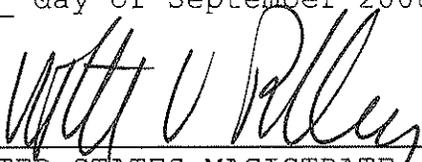
WHEREFORE, your deponent respectfully requests that arrest warrants be issued for the defendants JAMES COFFIN and THOMAS FETTER so that they may be dealt with according to law.

Because of the nature of this application, it is further requested that this application and the related arrest warrants be filed under seal.



MICHELE SENFT
Special Agent, ICE

Sworn to before me on
16th day of September 2008.



UNITED STATES MAGISTRATE JUDGE
EASTERN DISTRICT OF NEW YORK