

IN THE SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL, : No. 2139 Disciplinary Docket No. 3
Petitioner :
v. : No. 28 DB 2015
: Attorney Registration No. 52879
MICHAEL BENSON WOLF, :
Respondent : (Montgomery County)

ORDER

PER CURIAM

AND NOW, this 5th of February, 2021, upon consideration of the Verified Statement of Resignation, Michael Benson Wolf is disbarred on consent from the Bar of this Commonwealth, retroactive to March 6, 2015. See Pa.R.D.E. 215. Respondent shall comply with all of the provisions of Pa.R.D.E. 217 and pay costs to the Disciplinary Board, pursuant to Pa.R.D.E. 208(g).

A True Copy Patricia Nicola
As Of 02/05/2021


Attest:
Chief Clerk
Supreme Court of Pennsylvania

BEFORE THE DISCIPLINARY BOARD OF
THE SUPREME COURT OF PENNSYLVANIA

OFFICE OF DISCIPLINARY COUNSEL, : No. 2139 Disciplinary Docket No. 3
Petitioner :
v. : No. 28 DB 2015
: :
MICHAEL BENSON WOLF, : Attorney Registration No. 52879
Respondent : (Montgomery County)

RESIGNATION
UNDER Pa.R.D.E. 215

MICHAEL BENSON WOLF, hereby tenders his unconditional resignation from the practice of law in the Commonwealth of Pennsylvania in conformity with Pa.R.D.E. 215 (“Enforcement Rules”) and further states as follows:

1. He is an attorney admitted in the Commonwealth of Pennsylvania, having been admitted to the bar on or about November 7, 1988. His attorney registration number is 52879.
2. He desires to submit his resignation as a member of said bar.
3. His resignation is freely and voluntarily rendered; he is not being subjected to coercion or duress and he is fully aware of the implications of submitting this resignation.
4. He acknowledges that he is fully aware of his right to consult and employ counsel to represent him in the instant proceeding. He has retained, consulted with and acted upon the advice of counsel in connection with his decision to execute the within resignation.

FILED
01/20/2021
The Disciplinary Board of the
Supreme Court of Pennsylvania

5. He is aware that there is presently pending an investigation into allegations that he has been guilty of misconduct, the nature of which allegations concern a criminal conviction.

6. On October 28, 2014, he entered pleas of guilty in the Philadelphia Court of Common Pleas before the Honorable Jeffrey P. Minehart to one count of Insurance Fraud (18 Pa.C.S.A. §4117(a)(3)), a felony of the third degree, and one count of Criminal Conspiracy – Insurance Fraud (18 Pa.C.S.A. §903(c)), also a felony of the third degree. Respondent was sentenced on each of those counts to two years of probation under the supervision of the Philadelphia Department of Probation, with the first year reporting and the second year non-reporting, to run concurrently. Respondent was also sentenced to pay mandatory court costs and fines and a \$5,000.00 civil penalty at the rate of \$250.00 a month. The costs, fines and penalty have been paid. A true and correct copy of the Order imposing the Negotiated Guilty Plea with Itemized Account of Fines, Costs, Fees, and Restitution is attached hereto, made a part hereof and marked as Exhibit 1.

7. He acknowledges that by Order dated March 6, 2015, the Pennsylvania Supreme Court placed him on temporary suspension pursuant to Enforcement Rule 214 (relating to attorneys convicted of crimes).

6. He acknowledges that the material facts upon which the criminal conviction is predicated, which are contained within the Affidavit of Probable Cause and summarized on the record at the Guilty Plea and Sentencing are true. True and correct copies of the Transcript of the October 28, 2014 Guilty Plea and Sentencing and the Affidavit of

Probable Cause are attached hereto, made a part hereof and marked as Exhibits 2 and 3, respectively.

7. He submits the within resignation because he knows that if charges were predicated upon the criminal misconduct under investigation he could not successfully defend against them.

8. He is fully aware that the submission of this Resignation Statement is irrevocable and that he can only apply for reinstatement to the practice of law pursuant to the provisions of Enforcement Rule 218(b) and (c).

9. He is aware that pursuant to Enforcement Rule 215(c) the fact that he has tendered his resignation shall become a matter of public record immediately upon delivery of the resignation statement to Disciplinary Counsel or the Secretary of the Board.

10. Upon entry of the order disbaring him on consent, he will promptly comply with the notice, withdrawal, resignation, trust account, and cease-and-desist provisions of Enforcement Rule 217 (a), (b), (c) and (d).

11. After entry of the order disbaring him on consent, he will file a verified statement of compliance as required by Enforcement Rule 217(e) (1).

12. He is aware that the waiting period for eligibility to apply for reinstatement to the practice of law under Enforcement Rule 218(b) shall not begin until he files the verified statement of compliance required by Enforcement Rule 217(e)(1), and if the order of disbarment contains a provision that makes the disbarment retroactive to an earlier date, then the waiting period will be deemed to have begun on that earlier date.

13. He requests that his disbarment be made retroactive to the date of his temporary suspension. He understands that the Office of Disciplinary Counsel does not oppose his request and that the decision whether to grant retroactive is solely within the discretion of the Pennsylvania Supreme Court.

It is understood that the statements made herein are subject to the penalties of 18 Pa.C.S., Section 4904 (relating to unsworn falsification to authorities).

Signed this 19th day of January, 2021.


MICHAEL BENSON WOLF

WITNESS: 

Commonwealth of Pennsylvania
v.
Michael Wolf

IN THE COURT OF COMMON PLEAS OF
PHILADELPHIA COUNTY, PENNSYLVANIA

CRIMINAL DIVISION

DOCKET NO: CP-51-CR-0001918-2012
DATE OF ARREST: 04/21/2011
OTN: N 739402-6
SID: 387-26-63-3
DOB: 05/13/1958
PID: 1106191

ORDER (Negotiated Guilty Plea)

AND NOW, this 28th day of October, 2014, the defendant having been convicted in the above-captioned case is hereby sentenced by this Court as follows:

Count 3 - 18 § 4117 §§ A3 - Insurance Fraud (F3)

To be placed on Probation - County Regular Probation - for a maximum period of 2 Year(s) to be supervised by the Philadelphia Department of Probation.

The following conditions are imposed:

Other: Sentence: 2 years reporting probation as to Insurance Fraud; with the first year reporting and the 2nd year non-reporting; 2 years probation as to Conspiracy - Insurance Fraud; Theft by Decept.-Conspiracy - Insurance Fraud; Insurance Fraud; Mandatory court court costs and fines. \$5000.00 Civil Penalty at the rate of \$250.00 a month.

This sentence shall commence on 10/28/2014.

Count 4 - 18 § 903 §§ C - Conspiracy - Insurance Fraud (F3)

To be placed on Probation - County Regular Probation - for a maximum period of 2 Year(s) to be supervised by the Philadelphia Department of Probation.

The following conditions are imposed:

Other: Sentence: 2 years reporting probation as to Insurance Fraud; with the first year reporting and the 2nd year non-reporting; 2 years probation as to Conspiracy - Insurance Fraud; Theft by Decept.-Conspiracy - Insurance Fraud; Insurance Fraud; Mandatory court court costs and fines. \$5000.00 Civil Penalty at the rate of \$250.00 a month.

This sentence shall commence on 10/28/2014.

The defendant shall pay the following:

	Fines	Costs	Restitution	Crime Victim's Compensation Fund - Victim / Witness Services Fund	Total Due
Amount:	\$0.00	\$758.50	\$5,000.00	\$60.00	\$5,818.50
Balance Due:	\$0.00	\$758.50	\$5,000.00	\$60.00	\$5,818.50

Remaining charges are nolle prossed; Atty. Vicki Markowitz ADA; Linda Montag Steno: John J. Kurz Court Clerk: Lula Lewis room 1101



COURT:

Judge: Gregory P. Minehart

CP-51-CR-0001918-2012 Comm. v. Wolf, Michael
Order - Sentence/Penalty Imposed



7216055101

Commonwealth of Pennsylvania
Court of Common Pleas
County of Philadelphia
1st Judicial District



Itemized Account of Fines, Costs, Fees, and Restitution

Commonwealth of Pennsylvania
v.
Michael Wolf

Michael Wolf
118 Windy Hollow DR
Phoenixville, PA 19460

Docket No: CP-51-CR-0001918-2012

Assessments to be paid by Michael Wolf

Costs/Fees

Bail Bond (Philadelphia)
ATJ
Booking Center Fee (Philadelphia)
CJES
CQS Fee Felony (Philadelphia)
Commonwealth Cost - HB627 (Act 167 of 1992)
County Court Cost (Act 204 of 1976)
Crime Victims Compensation (Act 96 of 1984)
Criminal Lab Fee (Philadelphia)

DNA Detection Fund (Act 185-2004)
Domestic Violence Compensation (Act 44 of 1988)
Firearm Education and Training Fund
JCPS
Judicial Computer Project
State Court Costs (Act 204 of 1976)
Victim Witness Service (Act 111 of 1998)

Distribution Account

Assessment Balance

CTY - 51	\$0.00
COMM - ATJ	\$3.00
CTY - 51	\$175.00
COMM - CJES	\$2.25
CTY - 51	\$100.00
COMM - CST1	\$19.20
CTY	\$28.00
COMM - CVC	\$35.00
PHILLY - POLICE ADMIN BUILDING	\$135.00
COMM - DNA	\$250.00
COMM - DVC	\$10.00
COMM - FETA	\$5.00
COMM - JCPS	\$10.25
COMM - JCP	\$8.00
COMM - COST	\$12.80
COMM - VWS	\$25.00
	\$818.50

Restitution

Restitution

ESCR - REST	\$5,000.00
	\$5,000.00

Balance Due: **\$5,818.50**

First Judicial District of Pennsylvania
Attention Accounting Unit
1401 Arch Street
Philadelphia, PA 19102



I HEREBY CERTIFY the foregoing to be
a true and correct copy of the original
Michael Wolf as filed in this
office:

Date: *10/28/14*

Active Criminal Records
Criminal Motion Court Clerk
First Judicial District of Pa

You can now make case payments online through Pennsylvania's Unified Judicial System web portal. Visit the portal at <http://ujportal.pacourts.us/epay> to make a payment and learn more.

In The Matter Of:
Commonwealth v.
Wolf

October 28, 2014

John J. Kurz, CRR, Official Court Reporter
City of Philadelphia
First Judicial District Of Pennsylvania
100 South Broad Street, 2nd Floor
Philadelphia, PA 19110

Original File 28OCTOBER-2014-MINEHART-WOLF-FINISHED.txt
Min-U-Script® with Word Index

- October 28, 2014
Commonwealth v. Wolf

COMMONWEALTH -vs- MICHAEL WOLF - Page 1

1 IN THE COURT OF COMMON PLEAS
2 FIRST JUDICIAL DISTRICT OF PENNSYLVANIA
3 CRIMINAL TRIAL DIVISION
4
5 COMMONWEALTH
6 vs CP-51-CR-0001918-2012
7
8 MICHAEL WOLF
9
10 TUESDAY, OCTOBER 28, 2014
11
12 Courtroom 1101
13 The Justice Juanita Kidd Stout Center For Criminal
14 Justice
15 1301 Filbert Street
16 Philadelphia, Pennsylvania
17
18 B E F O R E: THE HONORABLE JEFFREY P. MINEHART
19
20
21 GUILTY PLEA AND SENTENCING
22
23 REPORTED BY:
24 JOHN J. KURZ, CRR
25 CERTIFIED REALTIME REPORTER
OFFICIAL COURT REPORTER

COMMONWEALTH -vs- MICHAEL WOLF - Page 2

1 APPEARANCES:
2 VICKI MARKOVITZ, ESQUIRE
3 Assistant District Attorney
4 Counsel for the Commonwealth
5
6 BRIAN J. McMONAGLE, ESQUIRE
7 Counsel for the Defendant
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COMMONWEALTH -vs- MICHAEL WOLF - Page 3

1 - I N D E X -
2 COMMONWEALTH'S EVIDENCE
3 WITNESS: DR CR RDR RCR
4 (None were called at this time.)
5
6
7
8
9
10
11 COMMONWEALTH'S EXHIBITS
12 NO. DESCRIPTION MARKED ADMIT
13 C-1 Affidavit of Probable Cause 10 10
14
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16
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19
20
21 DEFENDANT'S EXHIBITS
22 NO. DESCRIPTION MARKED ADMIT
23 (None were marked at this time.) -- --
24
25

COMMONWEALTH -vs- MICHAEL WOLF - Page 4

1 COURT CRIER: All rise.
2
3 (Call to order at 11:16 a.m.)
4
5 THE COURT: Okay.
6 COURT CRIER: Judge, we can go to
7 Number 11 on the list, Wolf.
8 THE COURT: Very well.
9
10 (The following transpired in open
11 court in the presence of the defendant.)
12
13 THE COURT: Swear the defendant in.
14 COURT CRIER: Sir, in a loud, clear
15 voice for the Court, state your full name;
16 spell your last name, please.
17 THE DEFENDANT: Michael B., for
18 Benson, Wolf, W-O-L-F.
19 COURT CRIER: Raise your right hand.
20
21 ... MICHAEL B. WOLF, ESQ., after
22 having been first duly sworn, was examined
23 and testified as follows:
24
25 THE COURT: Mr. Wolf, you're 56 years

- COMMONWEALTH -vs- MICHAEL WOLF - Page 5

1 of age; you're a graduate of law school,
2 correct?
3 **THE DEFENDANT:** Yes, Your Honor.
4 **THE COURT:** So obviously you read,
5 write and understand English.
6 Are you today under the influence of
7 any alcohol, narcotics or any medication that
8 would affect your judgment?
9 **THE DEFENDANT:** No, Your Honor.
10 **MS. MARKOVITZ:** Your Honor,
11 respectfully, would you want me to amend,
12 real quickly, the bills?
13 **THE COURT:** Oh, go ahead. Amend it,
14 yes.
15 **MS. MARKOVITZ:** Thank you.
16 Your Honor, at this time the
17 Commonwealth, if the defendant pleads guilty,
18 will withdraw the counts that are before you
19 on the sheet. We're going to proceed on
20 Count 4 and Count 3 as part of the negotiated
21 plea negotiation. The counts are for the
22 conduct from March 2009 to August 2010. The
23 co-conspirators are Mr. Hildebrandt,
24 Lazaroff, Burkle and others.
25 And additionally, the victims

- COMMONWEALTH -vs- MICHAEL WOLF - Page 6

1 involved in the insurance fraud claim are
2 mentioned on the sheet of: Ohio Casualty,
3 Liberty Mutual on two claims; Harleysville
4 Insurance Company on the third claim; and the
5 fourth claim is the Touchables' Insurance
6 Company or an unknown insurance company, Your
7 Honor.
8 **THE COURT:** All right. Any
9 objection?
10 **MR. McMONAGLE:** No objection to that
11 amendment, Your Honor.
12 **THE COURT:** All right. That
13 amendment is granted.
14 All right. We started the colloquy.
15 You're not under the influence of any
16 alcohol, narcotics or medication?
17 **THE DEFENDANT:** No.
18 **THE COURT:** Have you ever been
19 treated for a mental disturbance?
20 **THE DEFENDANT:** No, Your Honor. I am
21 diagnosed attention deficit disorder.
22 **THE COURT:** Okay. You take
23 medication for that?
24 **THE DEFENDANT:** Yes, I do, Your
25 Honor. I take 80 milligrams of Vyvanse. I

- COMMONWEALTH -vs- MICHAEL WOLF - Page 7

1 did take my medication this morning.
2 **THE COURT:** Does that affect your
3 ability to understand what's going on?
4 **THE DEFENDANT:** No, Your Honor.
5 **THE COURT:** You're here today charged
6 with insurance fraud and criminal conspiracy.
7 Were you to go to trial on those matters, you
8 would face seven to 14 years -- a sentence of
9 seven to 14 years in state prison. It's my
10 understanding that your attorney and the
11 attorney for the Commonwealth have agreed
12 that you be placed on two years probation and
13 that a \$5,000 -- a civil penalty of -- \$5,000
14 civil penalty be paid to the Insurance Fraud
15 Prevention Trust Fund. Is that your
16 understanding of the sentence?
17 **THE DEFENDANT:** Yes, Your Honor.
18 **THE COURT:** Very well.
19 By pleading guilty, you give up all
20 your rights to go to trial. You won't have a
21 trial before me sitting with a jury or me
22 sitting without a jury on a bench trial.
23 There will be no evidence presented by either
24 side. Instead, a statement of facts will be
25 read into the record by the Assistant

- COMMONWEALTH -vs- MICHAEL WOLF - Page 8

1 District Attorney. Based on that statement
2 of facts, I'll decide whether or not to
3 accept your plea; do you understand that?
4 **THE DEFENDANT:** Yes, Your Honor.
5 **THE COURT:** Along with your trial
6 rights, you give up all your pretrial rights.
7 Any motion that Mr. McMonagle might have
8 filed on your behalf to keep out any evidence
9 against you; a motion for violation of the
10 speedy trial rule; and a motion -- any other
11 motion he would deem to be relevant, we're
12 not going to hear them today, so you'll get
13 no relief on them, and you have no appellate
14 rights as to those motions.
15 You do retain -- do you understand
16 that?
17 **THE DEFENDANT:** Yes, Your Honor.
18 **THE COURT:** You do retain certain
19 appellate rights. You can appeal and
20 challenge my jurisdiction. You can appeal
21 and challenge the legality of the sentence.
22 You can appeal and challenge the
23 voluntariness of the plea.
24 Are you doing this of your own free
25 will?

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- COMMONWEALTH -vs- MICHAEL WOLF - Page 9

1 **THE DEFENDANT:** Yes, Your Honor.
2 **THE COURT:** Other than the
3 recommended sentence, have any other promises
4 been made to you?
5 **THE DEFENDANT:** May I --
6 **MR. McMONAGLE:** No.
7 **THE DEFENDANT:** No, Your Honor.
8 **THE COURT:** Have any threats been
9 made to get you to plead guilty?
10 **THE DEFENDANT:** No, Your Honor.
11 **THE COURT:** Are you satisfied with
12 Mr. McMonagle's representation?
13 **THE DEFENDANT:** Yes, Your Honor.
14 **THE COURT:** I'm sure you are.
15 You're not on any probation or parole
16 at this time?
17 **THE DEFENDANT:** No, Your Honor.
18 **THE COURT:** If you were, this would
19 violate your probation or parole.
20 You're a United States citizen,
21 correct?
22 **THE DEFENDANT:** Yes, Your Honor.
23 **THE COURT:** I'm showing you Page 3 of
24 the Guilty Plea Colloquy. It has your name
25 printed and a signature. Did you go over

- COMMONWEALTH -vs- MICHAEL WOLF - Page 10

1 this with your attorney and did you sign it?
2 **THE DEFENDANT:** Yes, Your Honor.
3 **THE COURT:** And did you understand
4 everything that's within the colloquy?
5 **THE DEFENDANT:** Yes, Your Honor.
6 **THE COURT:** And you understand the
7 crime that you're pleading guilty to?
8 **THE DEFENDANT:** Yes, Your Honor.
9 **THE COURT:** Mr. McMonagle, any reason
10 why your client cannot enter a guilty plea?
11 **MR. McMONAGLE:** No, Your Honor.
12 **THE COURT:** Very well. I'm executing
13 the Guilty Plea Colloquy. It's made part of
14 the record.
15 Commonwealth.
16 **MS. MARKOVITZ:** Yes, Your Honor.
17 **MR. McMONAGLE:** And, Judge, I
18 explained to counsel, I have no objection to
19 incorporating by reference the Affidavit of
20 Probable Cause.
21 **THE COURT:** That's fine. We can do
22 that.
23 **MS. MARKOVITZ:** Your Honor, I'll mark
24 as C-1 the Affidavit of Probable Cause. I'd
25 move to incorporate any relevant parts.

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1 Your Honor, I would like to just
2 summarize, though, real briefly the conduct.
3 **THE COURT:** Sure.
4 **MS. MARKOVITZ:** And the relevant
5 pages for the Court -- and there's a copy for
6 the Court -- are Page 35 to 45. However, I
7 have a brief summary, Your Honor.
8 The Commonwealth at trial would prove
9 that on or about March 4, Mr. Wolf with his
10 co-conspirator, Edward Hildebrandt, they
11 committed insurance fraud. Edward
12 Hildebrandt was involved in a minor accident
13 which resulted in no injury. The defendant,
14 Wolf, however, and Mr. Hildebrandt devised a
15 scheme with which to commit insurance fraud,
16 including treatment that was not needed.
17 This treatment continued until December 2009
18 with Dr. Lazaroff, when Mr. Wolf advised
19 Dr. Lazaroff to close that file in
20 anticipation of a new and better injury
21 claim.
22 And at that point there was a second
23 claim involving Mr. Hildebrandt and Mr. Wolf,
24 where Mr. Hildebrandt was robbed outside of
25 his auto body shop. Defendant Wolf advised

- COMMONWEALTH -vs- MICHAEL WOLF - Page 12

1 Hildebrandt to state that he was struck by
2 the robber's car so that he could file a
3 fraudulent injury claim. Hildebrandt once
4 again sought treatment with the same doctor,
5 Dr. Lazaroff.
6 There was a third and final claim
7 involving Mr. Hildebrandt and Mr. Wolf that
8 involved a phantom accident on June 17th,
9 2010. Again, Mr. Hildebrandt sought
10 treatment with the same doctor, Dr. Lazaroff,
11 in addition to conspiring same. And during
12 that, they also conspired to get money from
13 the insurance company. And Mr. Hildebrandt
14 was paid out over \$20,000 on that case.
15 Including in the conduct was changing
16 files that was -- that Mr. Hildebrandt and
17 Dr. -- that Mr. Hildebrandt and Mr. Wolf
18 changed his treatment records to reflect on
19 the third accident some different injuries in
20 addition to what had already been treated.
21 And finally, there was an undercover
22 investigation involving a second
23 co-conspirator, John Burkle. Mr. Burkle fell
24 outside the auto body shop, and on advice of
25 Mr. Wolf, sought treatment; and then in an

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1 undercover operation, Mr. Wolf was not only
2 caught in telephone calls but on tape, Your
3 Honor, going to Manayunk and walking around
4 Manayunk with Mr. Burkle and finding a
5 location where they thought would have deep
6 pockets to file the insurance claim. And at
7 that point, sometime shortly after that, he
8 was arrested.

9 And those are the three insurance
10 frauds, Your Honor.

11 **THE COURT:** Very well. And we have
12 the affidavit; we can make it part of the
13 record.

14 **MS. MARKOVITZ:** Thank you.

15 **THE COURT:** Did you understand that
16 summary?

17 **THE DEFENDANT:** Yes, Your Honor.

18 **THE COURT:** Well, in substance, do
19 you agree with that summary?

20 **THE DEFENDANT:** Yes, Your Honor.

21 **THE COURT:** Very well. We can
22 arraign the defendant.

23 **COURT CRIER:** Stand up.
24 Michael Wolf, on Bill of Information
25 0001918-2012, charging you with insurance

- COMMONWEALTH -vs- MICHAEL WOLF - Page 14

1 fraud, how do you plead, sir?

2 **THE DEFENDANT:** Guilty.

3 **COURT CRIER:** On the same Bill of
4 Information, Count 4, charging conspiracy to
5 commit insurance fraud, how do you plead?

6 **THE DEFENDANT:** Guilty.

7 **COURT CRIER:** Your Honor, the
8 defendant at the bar of the Court has pled
9 guilty and signed the Bills of Information.

10 **THE COURT:** Very well.

11 Does either side have anything? It's
12 an agreed upon sentence?

13 **MR. McMONAGLE:** Yes, Judge. Just
14 briefly.

15 Obviously, Your Honor is aware of the
16 significant cloud and all consequences that
17 are involved in the plea. I'm requesting the
18 Court to consider that the probationary
19 period that's being imposed here be a
20 non-reporting probation, at least in whole or
21 in part.

22 **THE COURT:** Commonwealth.

23 **MS. MARKOVITZ:** Yes, Your Honor.

24 The Commonwealth, Your Honor, would
25 just hope that you impose at least partial

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1 reporting: The first year reporting, the
2 second year non-reporting probation, during
3 sentencing. Two years probation is what we
4 are recommending to the Court.

5 **THE COURT:** Very well.

6 Does your client wish to be heard?

7 **MR. McMONAGLE:** No, Judge.

8 **THE COURT:** Very well.

9 Stand up, if you would, Mr. Wolf.

10 Michael Wolf, on CR-1918 of 2012,
11 having pled guilty to insurance fraud and
12 criminal conspiracy, I sentence you as
13 follows:

14 On Count 8, is there any -- which
15 count are you moving on?

16 **MS. MARKOVITZ:** We're moving on,
17 respectfully, Your Honor, we're moving on
18 Count 4 of the conspiracy to commit insurance
19 fraud and Count 3, insurance fraud.

20 **THE COURT:** Very well.

21 On Count 3 in which you pled guilty
22 to insurance fraud, I am accepting the
23 negotiations. I'm sentencing you to two
24 years probation. The first year will be
25 reporting probation. The second year will be

- COMMONWEALTH -vs- MICHAEL WOLF - Page 16

1 non-reporting probation. Along with the
2 negotiations, I'm imposing a \$5,000 civil
3 penalty, which is to be paid in installments
4 of \$250 per month during the probationary
5 period. Payments are to be made payable by
6 check to the First Judicial District.

7 Is there anything else we need?

8 **MS. MARKOVITZ:** No, Your Honor.

9 **THE COURT:** On Count 4, on the
10 criminal conspiracy, it's the same sentence:
11 Two years probation -- one year reporting,
12 one year non-reporting. That's to run
13 concurrent, that is, at the same time as the
14 sentence imposed on Count 3 for insurance
15 fraud.

16 Do you understand your sentence?

17 **THE DEFENDANT:** Yes, Your Honor.

18 **THE COURT:** Very well.

19 Give him his rights, please.

20 **MR. McMONAGLE:** Yes, Your Honor.

21 Mr. Wolf, you've just been sentenced
22 by His Honor after a guilty plea. You have
23 the ability for me to file a motion to
24 reconsider that sentence. That motion has to
25 be filed within the next ten days and in

COMMONWEALTH -vs- MICHAEL WOLF - Page 17

1 writing.
2 Likewise, you have the ability to
3 appeal to the Superior Court of Pennsylvania.
4 That appeal has to be perfected within the
5 next 30 days and again in writing. You have
6 obviously the right to do both. Because this
7 is a negotiated sentence, it's not my
8 expectation to do either. But you're aware
9 of those rights and -- you're made aware of
10 those rights and do you understand them?
11 **THE DEFENDANT:** Yes.
12 **MR. McMONAGLE:** The defendant's
13 warned.
14 **THE COURT:** Very well. Have a seat.
15 We'll take him downstairs.
16 **MR. McMONAGLE:** Yes, Your Honor.
17 Judge, it was good to see you. Thank
18 you for your courtesy.
19 **THE COURT:** Nice to see you, Mr.
20 McMonagle.
21 **MS. MARKOVITZ:** Do you need the
22 guidelines, Your Honor?
23 **THE COURT:** Yes. What is the offense
24 gravity score?
25 **MS. MARKOVITZ:** It's a -- he's a 4/0,

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1 Your Honor. His prior record score is zero.
2 It's RS to three, plus or minus three.
3 **THE COURT:** Thank you.
4 Very well. All right. See you,
5 folks.
6 **MR. McMONAGLE:** Good to see you.
7 **MS. MARKOVITZ:** Thank you, Your
8 Honor.
9 - - -
10 (Hearing adjourned.)
11 - - -
12
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Page 19

1 CERTIFICATION
2
3 I hereby certify that the proceedings
4 and evidence are contained fully and
5 accurately in the notes taken by me on the
6 trial/hearing of the above cause, and that
7 this copy is a correct transcript of the
8 same.
9
10
11
12 John J. Kurz, CRR
13 Certified Realtime Reporter
14 Official Court Reporter
15
16
17
18
19
20
21 (The foregoing certification of this
22 transcript does not apply to any reproduction
23 of the same by any means unless under the
24 direct control and/or supervision of the
25 certifying reporter.)

- October 28, 2014
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In The Matter Of:
Commonwealth v.
Wolf

October 28, 2014

John J. Kurz, CRR, Official Court Reporter
City of Philadelphia
First Judicial District Of Pennsylvania
100 South Broad Street, 2nd Floor
Philadelphia, PA 19110

AFFIDAVIT OF PROBABLE CAUSE

Detective Robert DiFrancesco, #8066, being duly sworn according to law, deposes and states:

I am a Philadelphia Police Detective assigned to the Insurance Fraud Unit of the Philadelphia District Attorney's Office. I have participated in hundreds of investigations into and arrests for violations of the Pennsylvania Crimes Code, 18 Pa. C.S.A. § 1 et seq. and I am currently assigned to the Insurance Fraud Unit (IFU) at the Philadelphia District Attorney's Office and have been assigned to that unit for nine years. At the District Attorney's Office, I am assigned to investigate suspicious insurance claims to determine whether there is sufficient evidence to prosecute individuals criminally.

I have extensive experience and training in the area of insurance fraud investigations. I have received specialized training from the National Insurance Crime Bureau at their Basic Academy and attend yearly conferences where I receive training in the field of insurance fraud investigations. I am also well versed in investigating and prosecuting individuals involved in staged accidents and also those involved in enhanced damages created at auto body shops.

I have been a deputized Federal Task Force Officer working with the FBI and U.S. Attorney's Office since 2006 and I have been involved in complex investigations with their Health Care Fraud Squad. I have also been a guest speaker at the FBI's annual Health Care Fraud Conference, at the Pennsylvania Auto Crimes Investigators Association (PACIA), and for the International Association of Special Investigation Units (IASIU).

Based on my specialized training in the field of insurance fraud investigations and based on my own on the job experience investigating fraud allegations, I know that one type of vehicle insurance fraud that individuals involved in the automobile repair business engage in involves enhancing or creating damage to vehicles in order to inflate

claims submitted to insurance company. It is a type of claim fraud. This type of claim fraud works in the following manner:

A typical vehicle insurance policy insures against damage to the insured vehicle, other vehicles and property and for physical injuries to individuals as a result of a collision. In essence, the insurance company enters into a contract with the policyholder and agrees to pay the insured's expenses related to a collision. When a collision occurs and property is damaged or people are injured, a person involved in the collision may submit a claim to be reimbursed for medical or property related expenses by his or her insurance company. However, the insurance company is not responsible for paying for damage or injuries sustained in an unrelated incident or for damage that occurred when the policy was not in effect. Similarly the insurance company is not responsible for paying for injuries or damage that never occurred.

However, I know from my training and experience that individuals create or enhance damage to vehicles and lie about the circumstances surrounding the cause of the damage in order to increase the amount of money that the insurance company will pay. These individuals are typically connected to an auto body repair business. Since, insurance companies review claims and send appraisers to inspect damage to detect this type of fraud, individuals must band together to form a highly specialized organization for the purpose of committing this type of fraud in order to defeat the safeguards put in place by insurance companies to detect fraudulent claims. An organization whose members are dedicated to committing this type of insurance fraud has recognizable characteristics.

First, to engage in this type of fraud the members of the organization need a source of insured vehicles. A member, or members, of the organization specialize and serve as

“wreck chasers.” Wreck chasers direct owners of insured vehicles involved in a collision to the collision repair business. Often the wreck chaser is paid a finder’s fee for bringing the vehicle into the collision repair business.

Next, the individuals working in the auto body repair business create or enhance damage so that they can report a higher claim. This often requires the complicity of the insured owner of the vehicle so that the owner’s account of how the damage happened is consistent with the damage. For this scheme to be successful, often the very appraiser employed by the insurance company to assess the damage to the vehicle and to detect the fraud is complicit in the scheme. In such situations the appraiser takes a fee for submitting an appraisal that validates the fraudulent claim.

Other professionals such as doctors and lawyers become involved and are sometimes complicit when the claimed collision involves damages due to bodily injuries. Like the appraiser, doctors and lawyers use their professional positions to validate a false claim.

The information detailed in the paragraphs below establishes that Ed Hildebrandt, Dave Coleman, Arthur Juliano, Addaie Amankwaah, Cheryl Stanton, John Howell, Rich Reilly, Steve Wilkinson, Dave Robertson, Gary Cottrell and Michael Wolf organized and conspired and repeatedly engaged in schemes to defraud insurance carriers by submitting false claims. The information is derived from interviews, recorded conversations, documents seized pursuant to search warrants and a review of insurance company business records.

University Collision

On 2/2/10, the Philadelphia District Attorney's Office Insurance Fraud Unit received information that the owner of University Collision Center, Edward Hildebrandt, was enhancing and creating damage to vehicles in order to inflate the value of insurance claims brought into the shop by tow operators and owners of vehicles, sometimes with the knowledge of the vehicle owners, and sometimes without their knowledge. The person that provided the District Attorney's Office with this information, John Burkle, worked at University Collision since 2006 and has dealt directly with the shop owner along with State Farm Insurance Special Investigator, Bill Bergstrasser. Burkle became a confidential informant and continuously supplied information regarding these crimes to your Affiant. University Collision Center operates out of two locations; 1103-05 S 31st Street and 230 Leverington Avenue, both in Philadelphia, PA. Although Burkle's employment at University Collision ended on or about 10/20/10, he remained on amicable terms with shop owner, Edward Hildebrandt.

Burkle stated that the damage to vehicles was enhanced or created at the University Collision Center located at 1103-05 S 31st when the shop was closed. The work was done usually before the shop opened, between 6:00 a.m. and 8:00 a.m., or after it closed, between 6:00 p.m. and 8:00 p.m. Burkle stated that the damage to the vehicles was enhanced or created by owner Edward Hildebrandt, shop manager David Coleman, and himself in the garage area of the 31st Street shop. Burkle stated that often vehicles were brought down from the Leverington Street location to be damaged inside of the 31st Street location. The vehicles were then transported back to the Leverington Street location to be repaired.

Burkle stated that Hildebrandt created or enhanced damage to the vehicles using a number of methods. Specifically, Hildebrandt created or enhanced damage by using a sledge hammer, wooden boards, a forklift that Hildebrandt modified himself to mimic a

vehicle bumper, and sometimes an old Dodge van. Burkle stated that damage was generally created or enhanced consistent with the manner in which the customers reported the claim to their insurance carriers or to the police. For example, if the vehicle legitimately sustained some damage to the drivers' side, Hildebrandt enhanced or created damage to the whole drivers' side. By enhancing or creating damage associated with an insurance claim, Hildebrandt billed more for the repair to the benefit of the shop and to the detriment of the insurance company.

Burkle states that in some cases when vehicles came into the shop with little to no damage at all, Hildebrandt, in Burkle's presence, would coach the customers to report the claim to their insurance carrier in such a way that the repair for the enhanced or created damage did not cause the insurance company to question the verity of the claim itself. Burkle stated that he also coached customers to report the claim a certain way to their insurance carriers. In exchange, Burkle explained that Hildebrandt generally promised the customer a new paint job, a change in paint color, or money for allowing the shop to inflate the claim by causing or enhancing damage. Burkle stated that in the majority of claims that were submitted through University Collision, few if any customers paid their insurance carrier's deductible because of such agreements between Hildebrandt and the customer.

Burkle stated that Hildebrandt paid money to damage appraisers employed by various insurance companies so that the appraisers would approve estimates fraudulently written at higher amounts thus permitting the shop makes more money on the claim. For example, if it cost \$5,000.00 to actually repair a vehicle for its legitimate damage, Hildebrandt paid the damage appraiser to approve an estimate indicating the cost of the repair was \$6,000.00. On such occasions Hildebrandt kept \$500.00 and gave the other \$500.00 to the damage appraiser. Burkle stated that appraisers would also "save" a

vehicle that suffered enough damage for it to be deemed a total loss so that Hildebrandt could repair the vehicle and make money from the repair. Burkle explained that if the vehicle were to be deemed a total loss, the shop would make no money because there will be no repairs.

Burkle also explained that it is not uncommon in the body shop business for a supplemental appraisal to legitimately occur. This happens in cases when a vehicle is taken apart during the repair process and additional damage is uncovered behind bumper covers or fenders. In such a case, the body shop makes a request to the insurance carrier to provide a second appraisal which is called the supplemental appraisal. However, the supplemental appraisal process also provided another opportunity for fraud.

Burkle stated that during the supplemental appraisal process Hildebrandt made the largest kick-back payments to the damage appraiser. Burkle explained that once the vehicle was broken down, more costly damages can be created or enhanced by Hildebrandt or misrepresented to the damage appraiser during the estimate process. Burkle stated that he has witnessed damage appraisers receive payments from Hildebrandt on numerous occasions and Hildebrandt has directed Burkle to make these payments in his absence.

Burkle cooperated with your Affiant's investigation and the following undercover operation was executed.

Undercover Operation

In April of 2010, the National Insurance Crime Bureau (from here on NICB) provided the Philadelphia District Attorney's Office Insurance Fraud Unit with a vehicle

to be used for the purpose of investigating insurance fraud related crimes and/or fraud as it relates to our investigation of University Collision. Geico Insurance provided a pre-text insurance policy to insure the undercover vehicle and driver for the purposes of investigating insurance fraud. The undercover vehicle was photographed by your Affiant and the only damage noted was minor scratches.

On 6/22/10, at approximately 5:00 a.m., your Affiant met with John Burkle to place a consensual body wire on his person and also for him to create some damage to the undercover vehicle. Burkle using only his hip, caused a small dent to the driver's side rear quarter panel. The created damage was barely visible. Your Affiant did photograph this minor dent created by Burkle. Burkle made the dent to give Hildebrandt a "target" to start with to create damage to the vehicle and also to give our undercover officer something to show Hildebrandt if necessary.

At approximately 8:30 a.m., Detective Terrance Jones, acting in an undercover capacity and wearing a consensual body wire, traveled to the 31st Street shop to bring the undercover vehicle to Hildebrandt. Det. Jones reported to your Affiant that He met with Hildebrandt and Hildebrandt looked at the undercover vehicle. Hildebrandt coached Det. Jones to report that the vehicle was involved in an early morning hit and run--side swipe--along the driver's side while it was parked unattended outside of his/her residence. Det. Jones stated that Hildebrandt advised him/her to be vague in discussing the accident details with Geico.

Det. Jones stated that while he and Hildebrandt were in Hildebrandt's private office, he made the call to Geico Insurance and gave an account of the events surrounding the claim consistent with Hildebrandt's instruction. Det. Jones stated that once he completed the call to Geico, he gave the claim number, an individual number

assigned to every claim by an insurance carrier, to Hildebrandt. Det. Jones stated that Hildebrandt told him he would also be able to save his deductible.

On 6/23/10, at approximately 5:00 a.m., your Affiant met with Burkle to place a consensual body wire, which captures audio and video, on him in an attempt to capture the damaging of our undercover vehicle. Burkle stated that on 6/23/10, at approximately 7:10 a.m., inside of the 31st Street shop, Hildebrandt drove the modified forklift into the undercover vehicle creating damage to the driver's side. After an audible collision, Hildebrandt is heard saying, "Beautiful, next". Further review of this video capture shows clearly, on numerous frames, shop owner, Edward Hildebrandt operating the Nissan forklift. Also captured clearly on numerous frames are shop manager David Coleman, and Tina Hildebrandt, Edward's sister who resides in an apartment inside of the 31st Street shop.

A review of the Geico claim file regarding the claim made by Det. Jones shows that Geico paid over \$4,600.00 for damages which were created by Hildebrandt with his modified forklift to the undercover vehicle.

On 8/4/10 at approximately 9:48 a.m., Det. Jones met with Hildebrandt at the 31st Street shop to pick up our vehicle after the repairs had been completed. After the meeting with Hildebrandt, Det. Jones stated that Hildebrandt took him into his private office inside of the 31st Street shop, made some small talk, and then prepared on his desk top computer a \$200.00 check. Hildebrandt signed it and gave it to Det. Jones. The check was a kick-back for the undercover allowing them to damage the vehicle and inflate the claim to the insurance company. The check Hildebrandt provided to our undercover was TD Bank check #4192 dated 8/4/10 for \$200.00. In the subject line Hildebrandt typed, "refund". Det. Jones was not owed any refund. Burkle stated that

Hildebrandt told him that he was advised by his attorney, Michael Wolf, to call kick-back checks "refunds" so that the kick-back would appear as a loss on the shop's books.

The Cash Book

On October 28th, 2010 your Affiant did execute search and seizure warrants at Hildebrandt's residence (901 N Penn Street Apt F903), two body shops (230 Leverington Street and 1103 S 31st Street) and a storage facility (25th and Oregon Avenue). Seized pursuant to the search warrants was the following evidence:

- A Nissan Forklift along with steel sleeve "bumper" attachment and several plastic bumper covers used to create and enhance damage to insured's vehicles
- \$75,613.00 in U.S. currency
- Nine (9) plastic totes containing files and documents and paperwork
- Thirty-nine (39) cardboard boxes containing files and documents and paperwork.
- Fourteen (14) computers and two (2) portable hard drives.

Subsequent to these searches, Hildebrandt agreed to cooperate with your Affiant's investigation into the fraudulent occurrences that went on or were associated with him, University Collision and others.

One item seized during the search of University Collision was a black spiral copy book which was nicknamed by Hildebrandt and Burkle, the "cash" book. This particular book contained dates associated with customer's names, their insurance carrier, the

amount of the claim, and also listed cash payouts to wreck chaser and insurance damage appraisers. Your Affiant and Hildebrandt reviewed the entries made into this particular cash book which encompassed the time period of 7/16/07 through 2/13/09. A review of this book revealed payouts to tow truck drivers, a Philadelphia Police Officer, and numerous insurance carrier vehicle damage appraisers.

Your Affiant interviewed John Burkle regarding the entries into the "cash" book. Burkle stated that during the period of time when the first "cash" book began (7/16/07) Hildebrandt was paying out a lot of money and taking in a lot of money. Burkle stated that Hildebrandt had trouble keeping track of the money and suggested keeping track of the money through the book. According to the cash book the last payoff of a vehicle damage appraiser is on 9/4/08.

After this time period the payoffs appear to stop but that was only on paper. Burkle stated that the entries into the cash book stopped because Burkle began to think that it was a bad idea to be writing down payoffs to appraisers in their cash book, and just stopped doing it. Burkle stated that although the written records of payoffs to appraisers stopped, the actual payoffs to appraisers continued. Also, although the records in this cash book only show seven vehicle damage appraisers that accepted payoffs from Hildebrandt, there were actually several more whose names do not appear in the cash book.

Hildebrandt described in detail how each particular appraiser could be paid off for writing up a good "ticket" (damage repair appraisal) or allowing him to put anything on the estimate he wanted to get paid for as long as he agreed to pay them a kick-back. Hildebrandt identified the following appraisers as appraisers who accepted payments to conceal fraud by submitting a fraudulent damage assessment: Arthur Juliano, Allstate,

David Robertson, Hartford Insurance, Addaie Amankwaaw, Nationwide Insurance, John Howell, Liberty Appraisal Service, Richard Reilly, Geico Insurance, Cheryl Stanton, Erie Insurance, and Steve Wilkinson, National Appraisal and Adjustment Services.

Hildebrandt stated that he employed John Burkle and Dave Coleman as his shop managers, and through Hildebrandt and Burkle's connections with local tow operators, known as wreck chasers, used them to provide him with customers. Philadelphia Police Officer Gary Cottrell also acted as a wreck chaser both while on duty using his position as an officer to influence accident victims into going to University Collision as well as bringing in business to University Collision off duty. Hildebrandt agreed to pay the wreck chasers up to 20% of the total claim on all wrecks they brought into his shop. The exact percentage was often the subject of debate between Hildebrandt and the wreck chaser. The exact percentage could vary per vehicle depending on other factors such whether the vehicle had to be towed into the shop.

The investigation revealed that that both Hildebrandt and Dave Coleman filed their own fraudulent claims for damage to their vehicles in order to obtain insurance settlements. These fraudulent claims will be discussed in detail later in the affidavit.

The investigation also revealed that Attorney Michael Wolf, of the Law office of Kotsopoulos and Wolf, was Hildebrandt's and University Collision's corporate and personal attorney. Hildebrandt stated that Attorney Wolf filed insurance claims on behalf of Hildebrandt with the knowledge that they were false. In fact Hildebrandt stated that Attorney Wolf advised him on numerous occasions on how to "properly" commit insurance fraud regarding several accident situations and also advised him on how to best create a staged accident. Hildebrandt referred some customers to Attorney Wolf and on one occasion directed employee, John Burkle to Attorney Wolf to help

Burkle "get a case" after he fell on University Collision's property. Through this investigation it was learned that Attorney Wolf told Burkle what to say to his doctor. Attorney Wolf decided to change the reported location of Burkle's "fall" as well. This will be discussed in more detail later in this affidavit.

VEHICLE DAMAGE APPRAISERS: ARTHUR JULIANO (ALLSTATE)

On 5/17/07 and on 6/13/07 Arthur Juliano, a vehicle damage appraiser licensed in Pennsylvania and working for Allstate wrote estimates representing Allstate as a damage appraiser for claim #2597416276B02 for a date of loss of 5/14/07. The insured was a Tamyra Cox, a Philadelphia Police Officer, and the claimant was Gary Cottrell, also a Philadelphia Police Officer.

Hildebrandt explained that Cottrell was a police officer in the same police district that his shop was located in. Hildebrandt stated that he was introduced to Cottrell by a wreck chaser from the neighborhood. Hildebrandt stated that Cottrell would bring in vehicles to the shop for repair and would get paid 20% of the total claim, in the same fashion as the wreck chasers would. Hildebrandt stated that Cottrell, although a police officer, was aware that he created and enhanced damages to vehicles in order to inflate the value of the claim. Inflating the value of the claim would result in Cottrell receiving a larger payment. Such was the case with the 5/17/07 accident that Cottrell claimed his vehicle was involved in. Cottrell brought his vehicle to Hildebrandt in order to make money on it.

Hildebrandt described that in May of 2007, Cottrell contacted him and said he wanted to bring his Lexus to the shop because a co-worker had backed into it. Hildebrandt stated that when he saw the Lexus he saw little to no damage—surface

damage Hildebrandt called it. Cottrell told Hildebrandt that he wanted to make a "job" out of it. Hildebrandt explained this to mean that Cottrell wanted damage created on his vehicle in order to collect the "wreck chaser" fee of 20% of the total of his own claim. Cottrell wanted some paint work re-done from a prior repair by another shop; Hildebrandt told him that he could "hook him up." Your Affiant showed Hildebrandt photos taken by Allstate appraiser Arthur Juliano.

Hildebrandt stated that he (Hildebrandt) created the damage that was visible on Cottrell's vehicle and described to your Affiant exactly how he created each dent. Hildebrandt stated that he created the damage that appears on the hood by placing blocks of wood under the hood and closing the hood down onto it to cause a "kink". Hildebrandt stated that he pulled the bumper lose on one side to make the bumper appear shifted. Hildebrandt stated that he placed a block of wood across the headlights and struck them with a hammer to break the inside structure.

Hildebrandt viewed the appraisal that Juliano prepared for Cottrell's Lexus. Hildebrandt stated that Juliano wrote him a very generous "ticket." Hildebrandt explained how Juliano was able to write the estimates of damage so high. Juliano wrote for the replacement of 2 Xenon headlamps (\$1208.00 each) for Cottrell's Lexus; Cottrell's Lexus did not have these special headlamps, nor was the Lexus wired for it. Hildebrandt went on to say that Juliano threw in bumper parts that were not damaged, wrote for a new radiator that was not damaged, wrote for new fenders that were not needed, and included a lot of extra labor. Hildebrandt stated that Juliano was paid over \$1,000.00 to write such a high "ticket" for so little damage.

Your Affiant interviewed P/O Tamyra Cox regarding this accident. Cox stated that on that date she was backing up and struck Cottrell's vehicle. Cox stated that she exited

her vehicle and saw that there was no damage and began to drive home at the end of her shift. Cox stated that during her drive home she received a phone call from a fellow officer telling her to come back to where she was parked because Cottrell wanted to talk to her about her striking his vehicle. Cox stated that when she went back Cottrell showed her where she struck his Lexus. Cox stated that she saw a minor buckle in the hood but didn't believe she could have caused it. A police report was generated and Cottrell then began to check out his Lexus, opening and closing his hood and turning on and off his headlights; all of which were working fine. Cox explained that she told Cottrell to get an estimate and she would pay for the repairs. Cox stated that Cottrell then informed her later that he had to go through her insurance carrier because the damage was so extensive.

Cox stated that she informed Allstate that there was something wrong here once she learned of all the replacement parts that were listed in the appraisal and she told them that there was virtually no damage done to his vehicle due to her bumping it. Your Affiant showed Cox the photos that Juliano took of Cottrell's vehicle when he examined it at University Collision and asked her if this is how she remembered it being the day of the accident; Cox said that the photos are not an accurate depiction of the damage she observed on the day of the accident. Cox once again stated that the only damage to Cottrell's vehicle was to the passenger side hood--and she stated once again that she was not sure she even did that, but because she made contact with his vehicle she took responsibility for it.

Your Affiant interviewed John Burkle regarding Cottrell's Lexus and Allstate damage appraiser, Arthur Juliano. Burkle recalled that on or about May 14th, 2007, Cottrell, whom Burkle knew to be a Philadelphia Police Officer and a wreck chaser for the shop, brought his white Lexus to University Collision (Grays Ferry Location) for

Hildebrandt to look at because he stated someone backed into him. Burkle stated that when Cottrell came into the shop, he went outside to examine the Lexus. Burkle stated he observed very little damage; scratches to bumper---hood and head lights were fine. Burkle stated that he even looked underneath the vehicle to make sure it was safe (no leaks were observed).

Hildebrandt was not at the shop, so at this time Cottrell drove off. Burkle stated that soon after that initial visit Cottrell came back to the shop when Hildebrandt was there; Burkle stated that the vehicle looked exactly the same as the first time he observed it. Burkle stated that Hildebrandt and Cottrell talked for a while in his office. Burkle stated that after Cottrell left the shop, Hildebrandt explained to him that Cottrell wanted a "good" number on his Lexus. Hildebrandt and Cottrell learned that the insurance company was Allstate and Hildebrandt assumed the appraiser would be Juliano, so both were anticipating a high number. Burkle stated that he and Hildebrandt did damage Cottrell's vehicle using blocks of wood and hammers. Burkle stated that the damage they created was minimal because they knew they were dealing with Cottrell and Juliano. They reasoned that there was no need to create damage to inflate the claim because Juliano would write a generous appraisal. Burkle stated they damaged as little as possible and got as much as they could.

Burkle stated that when Juliano came in to do the appraisal Hildebrandt paid him off inside of his office. Burkle stated that later, Juliano complained to him that he should have gotten more money for the "ticket" he wrote. Burkle stated that Cottrell called the shop wanting to know how much his car wrote for so that he could get paid. Burkle recalls that Cottrell called one time and told Burkle that the girl that hit him found out how high the appraisal was and was very upset. Cottrell advised Burkle that if she called she will be upset, telling Burkle, "you know what to say to her, right John?"

A review of this Allstate claim file shows that Allstate paid out approximately \$10,428.53 for this inflated claim.

Hildebrandt stated that Cottrell was shown his vehicle with the minor damage he created; Hildebrandt explained to Cottrell that his percentage would be decreased a bit since he had to pay off the appraiser from Allstate. Hildebrandt showed him that he didn't "cream" the car but still got a really high ticket because the appraiser was paid off. A review of the "cash" book seized from University Collision showed that on 7/27/07 Cottrell was paid \$1,650.00 kickback. Hildebrandt stated that Cottrell was paid for his involvement in the fraud and for allowing his vehicle to be damaged.

On 8/7/07, Juliano wrote an estimate for Allstate under claim #6643971911B03 for a date of loss of 7/27/07 for claimant, Robert Balazs. The insured was Aubrey Lindh. Your Affiant did review the claim file which was provided by Allstate Insurance.

Hildebrandt reviewed the appraisal completed by Juliano; Hildebrandt stated that Juliano wrote up this high ticket that included paying Hildebrandt for items the vehicle did not need. These parts were the ¼ panel, trunk lid and exhaust system parts. Hildebrandt stated that Juliano "loaded the ticket up heavy." Hildebrandt stated that for Juliano doing so, he paid him \$1,000.00.

A review of the "cash" book shows an entry dated 8/7/07 (the same day Juliano wrote the appraisal), indicating "*AA Accord---- Balaz/Accord, paid out \$1000.00.*" Hildebrandt stated that this short hand represented that "Art from Allstate was paid \$1,000.00 for writing up a high ticket for Balaz(s) vehicle. Burkle reviewed this entry as well and concurs with Hildebrandt. A review of the Allstate file shows that Allstate paid out approximately \$6,997.66 for this inflated claim.

On 10/25/2007 Juliano wrote an estimate for Allstate under claim #7084829014H01 for a date of loss of 10/22/07 for insured Danielle Raison. Your Affiant did review the claim file which was provided by Allstate Insurance.

Hildebrandt stated that Raison was brought in by P/O Gary Cottrell as one of his girlfriends. Hildebrandt recalled that it was a vandalism claim because the whole car needed to be painted. Hildebrandt stated that they damaged every panel though it only came in with a broken door handle. Hildebrandt reviewed the appraisal completed by Juliano; Hildebrandt stated that Juliano wrote up this high ticket for this claim and was paid \$500.00 for doing so.

A review of the "cash" book shows an entry dated 10/25/07 (the same date Juliano wrote the appraisal), showing "Art--\$-- \$500.00." Hildebrandt stated that this short hand represented that "Art (Juliano) from Allstate was paid \$500.00 for writing up a high ticket for Raison's vehicle. Burkle reviewed this entry as well and concurs with Hildebrandt. A review of the Allstate file shows that Allstate paid out approximately \$6,544.46 for this inflated claim.

On 5/20/2009 Juliano wrote an estimate for Allstate under claim #00013854537H01 for a date of loss of 5/18/09 for insured William Burgess. Your Affiant did review the claim file which was provided by Allstate Insurance.

Hildebrandt stated that Burgess was a shop employee who had minor paint damage on his vehicle. The paint was over spray from a bridge painting crew which had been painting a bridge near University Collision. Hildebrandt recalled Burgess made a claim; Hildebrandt stated that he didn't realize Burgess had Allstate Insurance until Juliano showed up to write up the damage appraisal. Hildebrandt stated that at this point he,

Juliano and Burgess discussed writing up a high claim and they discussed splitting the claim check three ways. Hildebrandt recalled that Juliano wrote up a very high appraisal and provided the claim check to Burgess. Hildebrandt stated that Burgess quit his employment with University Collision at the end of the week and never repaired his vehicle at University. As a result, Hildebrandt never got to split the claim check with Burgess and Juliano.

Your Affiant interviewed William Burgess. Burgess stated that the paint over spray was mostly on the passenger side, hood, and windshield. Burgess stated that he filed a claim through Allstate. A day or so later he saw Art Juliano from Allstate. Burgess stated that Hildebrandt asked Juliano what he was doing there. Juliano replied that he was there to estimate Burgess' vehicle. Burgess stated that Juliano went to estimate his vehicle and then talked privately with Hildebrandt in his office. Burgess stated that Hildebrandt then called him into the office with Juliano. Burgess stated that Hildebrandt had the estimate for his vehicle, which was over \$11,500.00 in front of him and told Burgess that we could split this claim amount three ways. Burgess stated that Hildebrandt told him that this is how we normally do it. Burgess stated that Hildebrandt wanted his keys right there and then to begin the repairs. Juliano handed over the claim check to Burgess.

Burgess stated that he had made up his mind that he was quitting his job at University Collision anyway, got his last pay, and never came back. Burgess stated that he began to hear rumors that Hildebrandt was upset with him about not splitting the check with him, and was receiving phone calls from Juliano. Burgess stated that he feared something might happen to his truck so he decided to meet up with Juliano somewhere off of Oregon Avenue. Burgess stated that Juliano told him, "Leaving Ed (Hildebrandt) was a mistake." Burgess stated that he really did not want to engage

Juliano in conversation and handed him an envelope with approximately \$2,500.00 cash. Juliano took the cash. Burgess believed at the time that Juliano was going to split the money with Hildebrandt. Burgess stated that it actually only cost him around \$1,000.00 to \$1,500.00 to remove the paint from his vehicle---not the \$11,083.14 amount that Juliano wrote for. Both Hildebrandt and Burkle both state that they paid Juliano many more times than had been listed in the cash book.

VEHICLE DAMAGE APPRAISER: ADDAIE AMANKWAAW
(NATIONWIDE INSURANCE)

On 8/6/2007, Addaie Amankwaaw, a vehicle damage appraiser licensed in Pennsylvania and working for Nationwide Insurance, wrote an estimate for Nationwide Insurance under claim #5837D40678408020701E for a date of loss of 8/02/07 for insured Eugene and Elizabeth Garfield. Your Affiant did review the claim file which has been provided by Nationwide Insurance.

Hildebrandt reviewed the appraisal completed by Amankwaah; Hildebrandt stated that Amankwaah wrote up this high ticket that included paying Hildebrandt for items the vehicle did not need. Amankwaah wrote up for frame damage to the Garfield's vehicle that according to Hildebrandt simply was not there; this added \$2,000.00 to the appraisal. Hildebrandt stated that he approached Amankwaah prior to him writing the claim and asked him if he was "down with it?" Hildebrandt stated that Amankwaah said he was. A review of the Nationwide file shows that Nationwide paid out approximately \$9,757.90 for this inflated claim.

On 10/18/2007, Amankwaaw wrote an estimate for Nationwide Insurance under claim #5837D14649409270701C for a date of loss of 9/27/07 for insured Charles Grove.

Your Affiant did review the claim file which has been provided by Nationwide Insurance.

Hildebrandt reviewed the appraisal completed by Amankwaah. Hildebrandt stated that Amankwaah wrote up this high ticket that included paying Hildebrandt for items the vehicle did not need. Amankwaah wrote up for a new "engine cradle" which Hildebrandt stated Amankwaah knew it did not need; this added \$466.00 to the appraisal. A review of the Nationwide file shows that Nationwide paid out approximately \$7,629.43 for this inflated claim.

A review of the "cash" book (seized during search and seizure warrant of University Collision) shows an entry dated 10/17/07, indicating "*A.A. NATION/TAHOE/CRV paid out \$1700.00.*" Hildebrandt stated that this short hand represented that Addaie Amankwaah from Nationwide Insurance was paid \$1,700.00 for writing up a high tickets for both the Garfield and Grove vehicles.

Burkle reviewed this entry as well and concurs with Hildebrandt. Hildebrandt and Burkle both state that they paid Amankwaah on many more occasions that were not noted in the cash books. Burkle stated that every time that it was possible for Amankwaah to make money he did; Burkle stated that this was dictated by the vehicle, the value, the loss description and notes in the file. Burkle stated that if Amankwaah saw notes from the insured who said there was very little damage, and he was writing for a claimant, then he would tailor the appraisal to match. Burkle stated that Amankwaah was careful not to get "jammed up." Burkle stated that if there were some restrictions on the initial appraisal then he and Hildebrandt would try to do it (make money by creating or overwriting damage) on a supplement.

VEHICLE DAMAGE APPRAISER: CHERYL STANTON (ERIE INSURANCE)

On 10/9/2007, Cheryl Stanton, a vehicle damage appraiser licensed in Pennsylvania and working for Erie Insurance, wrote an estimate for Erie Insurance under claim #010190225756001 for a date of loss of 9/19/07 for insured Nikki Brocco. Your Affiant did review the claim file which has been provided by Erie Insurance.

Hildebrandt reviewed the appraisal completed by Stanton. Hildebrandt stated that Stanton wrote up this high ticket that included paying Hildebrandt for parts of the vehicle that he enhanced in order to get the claim higher. Hildebrandt believed that Brocco may have been Stanton's cousin. A review of the Erie file shows that Erie paid out approximately \$5,073.65 for this inflated claim.

A review of the "cash book" shows an entry dated 10/26/07, indicating "*Cheryl paid out \$200.00.*" Hildebrandt stated that this short hand represented that Cheryl Stanton from Erie Insurance was paid \$200.00 for writing up a high ticket for Brocco's vehicle. Burkle reviewed this entry as well and concurs with Hildebrandt. Hildebrandt and Burkle both state that they paid Stanton on many more occasions that were not noted in the cash books.

On 11/6/2007, Cheryl Stanton, wrote an estimate for Erie Insurance under claim #010180845092001 for a date of loss of 10/29/07 for insured Jaclyn Baker. Your Affiant did review the claim file which has been provided by Erie Insurance.

Hildebrandt reviewed the appraisal completed by Stanton; Hildebrandt stated that Stanton wrote up this high ticket that included paying Hildebrandt for parts of the

vehicle that he enhanced in order to get the claim higher. A review of the Erie file shows that Erie paid out approximately \$7,501.63 for this inflated claim.

A review of the "cash book" shows an entry dated 11/06/07 (the day the appraisal was written), indicating "*Cheryl-Subaru paid out \$200.00.*" Hildebrandt stated that this short hand represented that Cheryl Stanton from Erie Insurance was paid \$200.00 for writing up a high ticket for Baker's vehicle. Burkle reviewed this entry as well and concurs with Hildebrandt. Hildebrandt and Burkle both state that they paid Stanton on many more occasions that were not noted in the cash books.

On 11/28/2007, Cheryl Stanton, wrote an estimate for Erie Insurance under claim #010190228680001 for a date of loss of 11/24/07 for insured John Burkle. Your Affiant did review the claim file which has been provided by Erie Insurance.

Burkle stated that he had some minor damage to his vehicle and was traveling abroad and needed to make some money. Hildebrandt suggested submitting a vandalism claim in the anticipation that Cheryl Stanton would get the job to appraise it. Burkle stated that he called in the claim with Erie and then called Stanton telling her to look out for it. Burkle stated that he and Hildebrandt scratched it up a bit more and rolled the windows down and threw broken glass on the floor to make it appear that the windows were broken out. Burkle stated that when Stanton arrived he told her that he was doing this to make money because Hildebrandt had screwed him out of money; Stanton agreed to write it up high and Burkle helped her do so.

Burkle stated that Stanton wrote up all of the damage and processed the paperwork for over \$10,000.00, of which more than half was "bullshit". A review of the Erie file shows that Erie paid out approximately \$10,521.10 for this inflated claim.

Burkle stated that he paid Stanton \$1,000.00 for her part in this fraud. Specifically, he paid her for writing such a high claim. Burkle stated that he paid her inside of the shop but wasn't sure if anyone witnessed the payoff.

On 1/24/2008, Cheryl Stanton, wrote an estimate for Erie Insurance under claim #010190231481001 for a date of loss of 1/20/08 for insured John Burkle. Your Affiant did review the claim file which has been provided by Erie Insurance.

Burkle stated that he had some minor damage to his vehicle from a hit and run side swipe. Burkle stated that he again made the claim and Stanton was assigned. Burkle stated that this time he actually went to Stanton's house where she did the appraisal and wrote it up in her basement. Burkle stated that Stanton even asked him to write part of the appraisal since he was an appraiser; Burkle stated he used her computer and did write a portion of the appraisal. Burkle stated that Stanton wrote "the living shit out of it," meaning she wrote up the appraisal very high and for everything.

A review of the Erie file shows that Erie paid out approximately \$8,013.47 for this inflated claim.

Burkle stated that he paid Stanton \$1,000.00 for her part in this fraud. Burkle stated that he paid her inside of her home. Burkle believes no one else was home at the time.

VEHICLE DAMAGE APPRAISER: RICH REILLY (GEICO INSURANCE)

On 8/10/2007, Rich Reilly, a licensed vehicle damage appraiser in Pennsylvania and working for Geico Insurance wrote an estimate for Geico Insurance under claim

#0144129100101108 for a date of loss of 8/6/07 for insured Edgardo Nepomuceno. Your Affiant did review the claim file which has been provided by Geico Insurance.

Burkle reviewed the appraisal completed by Reilly. Burkle stated because he and Hildebrandt enhanced the damages, and because Rich Reilly overwrote the claim, they increased the claim by \$2,500.00. A review of the Geico file shows that Geico paid out approximately \$5,107.37 for this inflated claim. Burkle stated that Reilly would have gotten a pay off for writing up this claim but this particular pay off was not put in the cash book.

Both Burkle and Hildebrandt stated that P/O Gary Cottrell chased in this accident, directly from the scene of the accident, while Cottrell was on duty. In fact, a review of police District Control # 07-17-036450 (from here on DC#) shows that P/O Cottrell prepared the Accident Report listing Geico insured, Nepomuceno, as the owner of the vehicle that was struck.

A review of the "cash book" shows an entry dated 8/14/07 indicating "*Gary-Outlander paid out \$900.00.*" Hildebrandt stated that this is short hand represented that Cottrell was paid \$900.00 for chasing in the job to his shop. The \$900.00 represents approximately 20% of the total claim.

On 8/29/2007, Rich Reilly wrote an estimate for Geico Insurance under claim #0099361720101045 for a date of loss of 8/23/07 for insured Gladys Castro. Your Affiant did review the claim file which has been provided by Geico Insurance.

Burkle reviewed the appraisal completed by Reilly. Burkle stated that he believed an employee of the shop at the time brought in Castro. Burkle stated that he and

Hildebrandt created more damage to the side of the vehicle. Reilly wrote the estimate up for exaggerated damages to represent a higher number. A review of the Geico file shows that Geico paid out approximately \$5,270.22 for this inflated claim.

A review of the "cash book" shows an entry dated 8/29/07 indicating "*Rich-Town & Country paid out \$300.00.*" Both Burkle and Hildebrandt stated that this short hand simply shows that Rich Reilly was paid \$300.00 for writing up an inflated appraisal. The pay off was made to Reilly the same day (8/29/07) he appraised Castro's vehicle which was a Chrysler Town and Country.

Burkle stated that Reilly got paid off on every possible opportunity. Burkle stated that the first time he and Hildebrandt met Rich Reilly; Reilly announced that "I'm taking payoffs." Burkle stated that Reilly often mentioned his dislike for Geico and was willing to take bribes.

VEHICLE DAMAGE APPRAISER: DAVE ROBERTSON
(HARTFORD INSURANCE)

On 8/17/2007, Dave Robertson, a vehicle damage appraiser licensed in Pennsylvania and working for the Hartford Insurance Company, wrote an estimate for Hartford Insurance under claim #0413099284 for a date of loss of 8/16/07 for insured Vincent Thompson. Your Affiant did review the claim file which has been provided by Hartford Insurance.

Burkle reviewed the appraisal completed by Robertson. Burkle stated that Robertson over wrote the claim for parts and labor "maxing it" out to its actual cash value. A review of the Hartford file shows that Hartford paid out approximately

\$6,669.11 and another \$1,700.83 for a supplement for a total pay out of \$8,369.94 for this inflated claim.

A review of the "cash book" shows an entry dated 8/17/07, indicating "*Dave-Explorer paid out \$300.00.*" Hildebrandt and Burkle stated that this short hand represented that Dave Robertson from Hartford Insurance was paid \$300.00 for writing up a high ticket for Thompson's vehicle. The pay off was made to Robertson the same day (8/17/07) he appraised Thompson's vehicle, which was a Ford Explorer. Hildebrandt stated that another notation in the cash book on 10/4/07 showing, "*Dave-Hartford paid out \$100.00*" represented additional money paid to Dave Robertson for writing up a supplemental claim on the Ford Explorer, for a total pay off of \$400.00.

Burkle stated that Robertson took pay offs whenever there was an opportunity to do so. Burkle stated that Robertson was the kind of guy who would say, "Give me a hundred" or "give me three hundred". Burkle described Robertson as a "light weight." Hildebrandt and Burkle both stated that they paid Robertson on many more occasions that were not noted in the cash books.

VEHICLE DAMAGE APPRAISER: STEPHEN WILKINSON
(NATIONAL APPRAISAL & ADJUSTMENT SERVICES)

On 9/11/2007, Stephen Wilkinson, a vehicle damage appraiser licensed in Pennsylvania and working for National Appraisal and Adjustment Services, wrote an estimate for AIG Insurance under claim #700347311 for a date of loss of 9/07/07 for insured Hajime Kubo. Your Affiant did review the claim file which has been provided by AIG Insurance.

Burkle reviewed the appraisal completed by Wilkinson; Burkle stated that Wilkinson "wrote the claim heavy, probably over \$800-\$1,000.00 heavy," including a new ¼ panel that it did not need. A review of the AIG file shows that AIG paid out approximately \$5,940.37 for this inflated claim.

A review of the "cash book" shows an entry dated 9/11/07, indicating "*Steve-99 4Runner paid out \$200.00.*" Hildebrandt and Burkle stated that this short hand represented that Wilkinson from National Appraiser was paid \$200.00 for writing up a high ticket for Kubo's vehicle. The pay off was made to Wilkinson the same day (9/11/07) he appraised Kubo's vehicle, which was a 1999 Toyota 4 Runner.

Burkle stated that Wilkinson only took pay offs on approximately three occasions, before he started refusing the money. Burkle stated that Wilkinson told Burkle that he was not comfortable doing it anymore and he did not want to feel compelled to keep overwriting the claims.

VEHICLE DAMAGE APPRAISER: JOHN HOWELL
(LIBERTY APPRAISAL SERVICES)

On 8/01/2007, John Howell, a vehicle damage appraiser licensed in Pennsylvania and working for Liberty Appraisal Services, wrote an estimate for Proformance Insurance under claim #C4352G0226-IN for a date of loss of 7/27/07 for insured Augustine Mercurio. Your Affiant did review the claim file which has been provided by Proformance Insurance.

Burkle reviewed the appraisal completed by Howell and stated that as a result of him and Hildebrandt enhancing the damages and Howell overwriting the claim, it

increased the claim from what would have most likely been a \$3,000.00 repair to over a \$7,000.00 repair. A review of the Proformance file shows that Proformance paid out approximately \$7,624.64 for this inflated claim.

Both Burkle and Hildebrandt stated that P/O Gary Cottrell chased in this claim, directly from the scene of the accident while Cottrell was on-duty. In fact, a review of DC#07-17-034655 shows that P/O Cottrell prepared the Accident Report listing Proformance insured, Mercurio, as the owner of the vehicle that was struck in a hit and run.

A review of the "cash" book (seized during search and seizure warrant of University Collision) shows an entry dated 8/01/07, indicating "*John-Auggie paid out \$400.00.*" Hildebrandt and Burkle stated that this short hand represented that Howell from Liberty Appraisers was paid \$400.00 for writing up a high ticket for Augustine (Auggie) Mercurio's vehicle. The pay off was made to Howell the same day (8/01/07) he appraised Mercurio's vehicle.

Further review of the "cash book" shows an entry dated 8/02/07 showing "*Gary-Auggie paid out \$1,000.00.*" Hildebrandt and Burkle stated that this short hand represented that Cottrell was paid \$1,000.00 for chasing the job into University Collision. Burkle stated that this amount was an advance to Cottrell. Again on 8/07/07 an entry in the cash book shows, "*Gary-JB paid out \$271*". This notation represents a \$271.00 payment to P/O Gary Cottrell by John Burkle. The \$1,000.00 plus the \$271.00 represents approximately 20% of the total claim which was paid out to P/O Cottrell.

Burkle stated that Howell took payoffs on any occasion that there was an opportunity to overpay a claim, where he could walk away with some cash.

ADDITIONAL REFERRALS P/O GARY COTTRELL

On 8/08/2007 a vehicle damage appraiser for Infinity Insurance Company wrote an estimate for Infinity Insurance under claim #ICS10000412218 for a date of loss of 8/03/07 for insured Tiffany Davenport. Your Affiant did review the claim file which has been provided by Infinity Insurance.

A review of the Infinity claim file shows that Infinity paid out approximately \$3,628.76 for this claim. Burkle states that he and Hildebrandt enhanced the damage to Davenport's vehicle.

On 8/03/2007, a vehicle damage appraiser for AIG Insurance Company wrote an estimate, for AIG Insurance under claim #700297185 for a date of loss of 8/01/07 for insured Ernest Blake. Your Affiant did review the claim file which has been provided by AIG Insurance.

A review of the AIG claim file shows that AIG paid out approximately \$2,447.58 for this claim. Burkle states that he and Hildebrandt enhanced the damage to Blake's vehicle.

Both Burkle and Hildebrandt stated that P/O Gary Cottrell chased in the Blake claim directly from the scene of the accident, while Cottrell was on-duty. In fact, a review of DC#07-17-035618 shows that P/O Cottrell prepared the Accident Report listing AIG insured, Blake, as the owner of the vehicle that was struck in a hit and run.

Hildebrandt stated that P/O Gary Cottrell chased in the Davenport claim explaining that Davenport was a girlfriend of his. A review of the "cash book" shows an entry

dated 8/09/07 indicating "*Gary/Sebring/SHO paid out \$1,122.00.*" Hildebrandt stated that this short hand represented that Cottrell was paid \$1,122.00 for chasing several jobs into University Collision and one was the Chrysler Sebring belonging to Davenport and the other was a Ford Taurus SHO belonging to Blake. Hildebrandt stated that the amount paid out represented 20% of the two claims (Davenport and Blake). Once again P/O Cottrell was acting as a wreck chaser in these instances.

On 4/24/2007, a vehicle damage appraiser for Nationwide Insurance Company wrote an estimate for Nationwide Insurance under claim #5837D88280604230701 for a date of loss of 4/23/07 for insured John Scott. Your Affiant did review the claim file which has been provided by Nationwide Insurance.

A review of the Nationwide claim file shows that Nationwide paid out approximately \$4,489.20 for this claim. Burkle states that the damage to Scott's vehicle was enhanced by him and Hildebrandt.

Burkle and Hildebrandt stated that Scott was chased in by P/O Gary Cottrell. On Scott's University Collision file, there is a register tape attached to the appraisal which shows 20% of this claim was paid to P/O Cottrell in the amount of \$840.00 as his wreck chaser "fee".

On 9/24/2007, a vehicle damage appraiser for State Farm Insurance Company wrote an estimate for State Farm Insurance under claim #38L30833101 for a date of loss of 9/18/07 for insured Anthony Huzzy. Your Affiant did review the claim file which has been provided by State Farm Insurance.

A review of the State Farm claim file shows that State Farm paid out approximately \$5,922.36 for this claim. Burkle states that he and Hildebrandt enhanced the damage to Huzzy's vehicle.

Burkle and Hildebrandt stated that Huzzy was chased in by P/O Gary Cottrell; P/O Cottrell told Hildebrandt and Burkle that Huzzy was a friend of his. On Huzzy's University Collision file, there is a register tape attached to the appraisal which shows 20% of this claim was paid out in the amount of \$1100.40. A review of the "cash book" shows an entry dated 9/28/07 indicating "*Gary 1100-INF. 150-T/L paid out \$1,250.00.*" Hildebrandt stated that this short hand represented that P/O Cottrell was paid \$1,100.00 for his 20% of Huzzy's claim plus he had brought in a vehicle that was a total loss (T/L) that he had paid him \$150.00 for.

On 8/23/2007, a vehicle damage appraiser for State Farm Insurance Company wrote an estimate for State Farm Insurance under claim #38L28791301 for a date of loss of 8/13/07 for insured Tamesha Pitt. Your Affiant did review the claim file which has been provided by State Farm Insurance.

A review of the State Farm claim file shows that State Farm paid out approximately \$4,579.56 for this claim. Burkle states that the damage to Pitt's vehicle was enhanced.

Burkle and Hildebrandt stated that Pitt was chased in by P/O Gary Cottrell; P/O Cottrell told Hildebrandt and Burkle that Pitt was his fiancé. Burkle and Hildebrandt stated that Pitt was also a Philadelphia Police Officer. Burkle recalled that Pitt came in for a complete paint job but the vehicle only had one area that was scratched. Burkle stated that they extended the scratches to the entire vehicle.

Your Affiant interviewed Pitt and showed photographs of the damage to her vehicle taken by a State Farm appraiser. Pitt stated that her mirror was not broke and that she didn't recall scratches to her vehicle around the whole car. Pitt stated that she has no idea who did that damage nor did she know it was going to happen. Pitt stated she did not receive any money from University Collision regarding this claim and stated that she did not realized Cottrell actually made money off of her repair.

A review of the "cash book" shows an entry dated 8/24/07 indicating "*Gary-advance/Millinia paid out \$500.00.*", and then a second entry dated 8/28/07 showing "*Gary/Millinia paid out \$350.00*". Hildebrandt stated that this short hand represented that P/O Cottrell was paid a total of \$850.00 for his 20% of Pitt's claim.

Burkle stated that P/O Gary Cottrell absolutely had knowledge that he and Hildebrandt were enhancing the damage to vehicles P/O Cottrell "chased" into University Collision. Burkle stated that he brought vehicles to Hildebrandt because Cottrell knew that Hildebrandt would maximize the profits more than any other shop. Burkle stated that this was the only reason Cottrell brought Hildebrandt wrecks. If Hildebrandt did not pay well then P/O Cottrell would threaten to take his "business" elsewhere.

Burkle stated that P/O Cottrell knew this meant that they would damage the vehicles to increase the value of the claim. The greater the value of the claim the higher P/O Cottrell's 20% of the claim would be. P/O Cottrell had a strong financial incentive for chasing wrecks into the shop so that Burkle and Hildebrandt could enhance the damage to the vehicles.

UNIVERSITY COLLISION SHOP MANAGER: DAVE COLEMAN

Along with participating in the almost daily acts of creating damage to University Collision customer vehicles, Coleman did commit several acts of insurance fraud regarding his personal vehicles. Coleman and Hildebrandt were childhood friends. In 2008 Hildebrandt hired Coleman to manage University Collision.

On 5/04/2010, a vehicle damage appraiser for Encompass Insurance Company wrote an estimate for Encompass Insurance under claim #Z0156163DA for a date of loss of 4/30/10 for insured David Coleman's Audi. Your Affiant did review the claim file which has been provided by Encompass Insurance.

Burkle stated that while he was still employed at University Collision Coleman decided to file a fraudulent claim for damage to his Audi. An Audi came into the shop for repair that was the same year and same color as Coleman's Audi. Burkle stated that they simply removed the damaged parts from the Audi that came in for repair, took off the undamaged panels from Coleman's Audi, and put the damaged panels onto Coleman's Audi. Burkle stated that this made Coleman's Audi appear as if it had been involved in an accident. Burkle stated that Coleman then made an insurance claim with his carrier saying a vehicle hit his Audi and ran. Burkle stated that Coleman's undamaged panels were hidden inside of the shop until his vehicle was appraised. Burkle stated that once the appraisal was complete and the appraiser was gone, they simply swapped out the panels again.

Coleman was interviewed regarding his Audi and stated that he was in a real accident which caused some damage to the left front wheel and part of the suspension; the estimate was for approximately \$2,500.00. Coleman stated that there was an identical Audi belonging to a customer in the shop with damage to the entire drivers' side. Coleman stated that this Audi was hit by a taxi. Coleman reported to his insurance

carrier that his Audi was struck by a taxi. Coleman stated that he took the parts off of the damaged Audi and put them on his Audi. Coleman stated that his "good" parts were hidden. Coleman stated that the appraisal written up for the Audi was for over \$8,000.00. Coleman stated that once the appraiser left the shop, the parts were swapped back.

A review of the Encompass claim file shows that Encompass paid out approximately \$10,918.64 for this claim.

On 6/01/2010, a vehicle damage appraiser for Encompass Insurance Company wrote an estimate for Encompass Insurance under claim #Z70795610C for a date of loss of 5/22/10 for insured David Coleman's Honda mini van. Your Affiant did review the claim file which has been provided by Encompass Insurance.

Burkle states that while he was still employed at University Collision Coleman decided to file a fraudulent claim for damage to his Honda mini van. Burkle recalled that the van had some minor scratches on the passenger side. Burkle stated that Coleman wanted to make some money through another insurance claim so he enhanced the damage to the van making it much worse than how it came in.

Coleman was interviewed regarding his Honda van and stated that his wife drove over some type of barrier causing damage. Coleman reported this claim to his insurance carrier. Coleman stated that a good portion of the damage could have been easily buffed out, but the insurance would not pay for any repairs. Coleman stated that he took a wooden board to the whole bottom portion of the van and struck it with a hammer to cause the paint to chip. Such damage would force the appraiser to write it up and in turn enhance the claim amount.

A review of the Encompass claim file shows that Encompass paid out approximately \$11,906.46 for this claim.

UNIVERSITY COLLISION OWNER: EDWARD HILDEBRANDT

Along with directing the almost daily acts of creating damages to University Collision customer vehicles, Hildebrandt did commit several acts of insurance fraud regarding his personal vehicles. Hildebrandt has been the owner of University Collision since 2005, although he had run an auto body business out of the same location from 2003-2005 with no name attached to the business.

Hildebrandt reported to Harleysville Insurance that on 6/17/2010 while traveling in his 2008 Nissan Altima in Philadelphia he was rear ended by an unknown hit and run vehicle. Harleysville assigned this claim #AM0921853-003UO. Harleysville provided your Affiant with this claim file. Harleysville examined Hildebrandt's Nissan and deemed it a total loss and settled with Hildebrandt paying him \$18,950.84. Harleysville also paid out \$2,286.92 to a medical provider for Hildebrandt's medical bills.

Burkle states that Hildebrandt obtained the Nissan Altima through a customer who did not want the car back because he could not pay for the initial repair bill. Burkle stated that Hildebrandt had talked about insuring the vehicle and using it to stage an accident in order to file claims and obtain a large settlement. Burkle provided your Affiant with a cell phone photograph of the Altima inside of University Collision one day prior to Hildebrandt crashing into it with a modified fork lift. The photo depicts no damage. Burkle then provided your Affiant with a cell phone photo of the Altima inside of University Collision the day Hildebrandt crashed into the rear of it with the fork lift.

Burkle witnessed Hildebrandt driving the fork lift into the Altima as well. The photo shows heavy damage to the vehicle.

Coleman stated that Hildebrandt's Altima was undamaged prior to Hildebrandt driving into it with the fork lift. Coleman was also present when Hildebrandt drove into it with the fork lift. Coleman stated that Hildebrandt "totaled the shit out of that one." Coleman stated that Hildebrandt asked him to be a part of the fraud by saying he was a passenger, but Coleman stated he declined.

Hildebrandt stated that he had obtained an undamaged Nissan Altima through his body shop and wanted to use it to submit some type of fraudulent claim. Hildebrandt stated that he approached Attorney Michael Wolf for advice as to how to best set up this fraudulent claim. Hildebrandt stated that Wolf first discussed using a company vehicle or a tow truck to hit the vehicle, and then suggested just to say that a phantom vehicle hit the Altima. Hildebrandt stated that he wanted his sister, Tina, in the vehicle to make some money. Hildebrandt stated that Wolf suggested keeping it small and stated he was not crazy about having Tina involved because he thought she was "wifty."

Hildebrandt stated that he did drive the fork lift into the Altima causing all of the damage that resulted in the insurance carrier declaring it a total loss. Hildebrandt stated that he and Tina were never involved in a real accident with the Altima. Hildebrandt stated that he submitted the claim to his insurance carrier and contacted Wolf. Wolf told Hildebrandt and his sister Tina to seek treatment from Dr. Jason Lazaroff at Maxcare. At this point Hildebrandt was treating for two claims simultaneously (12/18/09 robbery/hit by get away car, which will be discussed later and the 6/17/10 staged accident).

Hildebrandt stated that he was notified by Wolf that he was not filling out the medical forms properly after 6/16/10. (The start of the 6/17/10 claim) Hildebrandt stated that Attorney Wolf went to Hildebrandt's body shop with about 6 weeks of Maxcare "Office Visit" sheets that Hildebrandt had filled out during each visit. Hildebrandt stated that Wolf also had about 10 blank "Office Visit" sheets with him from Maxcare. Hildebrandt stated that Wolf wanted him to fill them all out again, matching up the treatment dates that were on the existing records. Wolf wanted him to put in the first complaint block his ailments from 12/18/09 (Neck/Back, right Leg) and the new ailments in block two from the 6/17/10 incident (Left Arm/Left Shoulder).

Hildebrandt stated that Wolf ran out of the blank forms so Tina copied more on the shop's fax machine which apparently placed a black ink line down the whole page. Hildebrandt stated that Wolf left the shop forgetting to take the medical records with him. Hildebrandt stated that Tina brought the records back to Maxcare. Hildebrandt also pointed out that he filled out all the forms in one sitting and he believed that it might be noticeable so he told Wolf. Hildebrandt stated that Wolf said "don't worry about that... no one will notice."

Along with the above described conspiracy to file a fraudulent claim with Hildebrandt for the 6/17/2010 staged accident, Attorney Michael Wolf was involved as a co-conspirator in the following fraudulent acts.

ATTORNEY MICHAEL WOLF

Burkle told your Affiant that on February 11th, 2010, he slipped on a patch of ice outside of University Collision (the 31st Street shop). Burkle stated that when he reported the incident to Hildebrandt, Hildebrandt told him to contact his attorney,

Michael Wolf, so that Wolf could “coach” him and find him a place other than the shop to report as the location of the fall. Burkle consented to make recordings of meetings and phone calls with Attorney Michael Wolf.

On February 16, 2010, Burkle contacted Michael Wolf at 610-247-7080. Burkle wore a consensual recording device for this call. Burkle explained to Wolf where and when he fell (the correct date and location---outside of University Collision) and that he was not injured. Wolf then told Burkle to go to an ER as soon as possible and tell them that he fell today, meaning February 16, 2010. Wolf told Burkle to make an appointment to see a doctor at Medical Rehabilitation Centers of Pennsylvania (MRCP) located 1616 Walnut Street and to tell them that he sent him. Wolf further told Burkle to tell the doctor at the ER that his back is injured and to give the doctor a “list” of things that are hurting him. Burkle made an appointment to meet Wolf in person on February 23, 2010, at an undetermined location in Philadelphia.

On February 18, 2010, while utilizing a consensual recording device, Burkle received a phone call from Wolf from 610-247-7080. Your Affiant reviewed the recorded conversation. In the recorded conversation, Burkle informed Wolf that he went to the ER as instructed and was asked no questions regarding the location of his fall. Burkle then informed Wolf that he also made an appointment at MRCP for treatment. Burkle asked Wolf where he should say he fell should MRCP personnel ask him. Wolf said that he would take care of that and if anyone asked him any questions about anything that the he should just tell him/her to talk with his attorney. Burkle and Wolf agreed to meet next Tuesday morning to discuss the case.

On February 23, 2010, Burkle, wearing a consensual recording device, met Wolf inside of the McDonald’s Restaurant located on Columbus Boulevard in Philadelphia.

Burkle informed your Affiant that Wolf asked him to fill out paperwork relating to the claim such as the affidavit of no insurance and other documents. Burkle stated that Wolf told him to seek treatment three times a week for approximately six months. Burkle stated that Wolf still did not supply a location for his fall, but indicated that it would be someplace with "deep pockets." Wolf also advised Burkle that his cut would be 50% after the doctors were paid.

On May 6, 2010, while utilizing a recording device, Burkle contacted Wolf on his cell phone. Burkle informed Wolf that he had been discharged from the doctors' care. Wolf indicated that they needed to meet. Wolf also told Burkle that he wanted him to go back for treatment. Wolf stated that "after a 10 to 14 day hiatus that he would have a *relapse.*" Wolf stated to Burkle that "*the at home exercises and Tylenol were no longer working and he needed to go for treatment again.*"

On June 15, 2010, while utilizing a recording device, Burkle contacted Wolf at his office. Your Affiant reviewed the recorded conversation. Burkle told Wolf he had not been treated in over a month. Wolf told Burkle to immediately go back to treating and to tell them, "your back is bothering you" and Wolf also explained to Burkle that he wanted him to seek treatment "until there is nothing else they can do for you."

On June 28, 2010, while utilizing a recording device, Burkle contacted Wolf on his cell phone. Burkle informed Wolf that he was going back to the doctor's office on Wednesday. Burkle asked Wolf about the "pain" number system and told Wolf that he was confused by the system. Wolf explained that his pain should be a 4-5 in the mornings and much worse by the afternoon (7 or 8). Wolf stated that all bills were coming to him and that Burkle need not worry about them. Wolf stated that maybe they could meet next week.

On August 30, 2010, while utilizing a recording device, Burkle met Michael Wolf on Main Street in the Manayunk section of the city of Philadelphia. Your Affiant reviewed this recording. Burkle and Attorney Wolf spoke about finding a location for the fictitious slip and fall claim. Burkle and Wolf walked several blocks east up Main Street. Wolf stated to Burkle, "Let's go find the place where you fell". During the walk, Wolf stated to Burkle, "Do you see what I see?" Burkle stated, "The raised cement?" Wolf stated, "Think I found our spot." Burkle stated that, that spot was in front of a business called Touchables at 4309 Main Street.

Burkle stated that Wolf took pictures of the raised pavement with the camera on his cell phone. Wolf placed a coffee cup next to the raised cement as a point of reference and directed Burkle to place his foot next to the raised cement. Wolf again photographed them with the camera on his cell phone.

On October 21, 2010, Burkle, not wearing a recording device, received a phone call from Wolf. Burkle stated that Wolf informed him that he had sent a letter to the shop's insurance carrier, putting them on notice of their claim. Burkle stated that Wolf told him that he anticipated a settlement in the near future.

SEARCH WARRANT OF ATTORNEY WOLF'S OFFICE

On October 28th, 2010, your Affiant did execute a search and seizure warrant at the Law Office of Wolf and Kotsopoulos. Seized were all files in the names of John Burkle, Edward Hildebrandt, Tina Hildebrandt and University Collision. A review of the files involving Edward Hildebrandt and Tina Hildebrandt show medical records in their names which were sent from Dr. Jason Lazaroff of Maxcare to Attorney Michael Wolf for payment. Wolf's records show three separate claims.

HILDEBRANDT'S MARCH 4TH, 2009 CLAIM

The first claim shows a date of loss of March 4th, 2009 naming Edward Hildebrandt as the claimant. Wolf's records from Maxcare showed that Hildebrandt treated with Dr. Lazaroff from 10-1-2009 to 12-11-2009 in connection with this claim (Ohio Casualty Insurance Company Claim#09021027). On 11/30/10 and again on 2/8/11 your Affiant interviewed Edward Hildebrandt regarding his three fraudulent claims filed by Attorney Michael Wolf on Hildebrandt's behalf.

Hildebrandt stated that the accident that occurred on March 4th, 2009, was minor and that he was not injured as a result of it. Hildebrandt recalls that he had been treated by Dr. Lazaroff for some back pain that he had been experiencing, unrelated to any accident. Hildebrandt learned of Dr. Lazaroff through his attorney, Michael Wolf. Hildebrandt stated that Attorney Wolf heard about his 3/4/09 accident and said that he could make a claim out of it. Wolf advised Hildebrandt that he should start treating for the accident (now October 2009) because it was not too late to start treating even though the accident happened in March of 2009.

Your Affiant interviewed Dr. Jason Lazaroff regarding documents from his file which had been seized pursuant to a search warrant. First, your Affiant showed Lazaroff a report filled out by patient Hildebrandt indicating that on 12/09/09 he was in constant pain all day long. The next report shown to Lazaroff dated 12/11/2009 was Lazaroff's final treatment report indicating that *Hildebrandt was not complaining of pain and was discharged from care essentially stating he was healed.* When asked about this discrepancy, Lazaroff stated that Attorney Michael Wolf told him to "*close this one out, because Hildebrandt got into another accident.*" Lazaroff stated that Wolf said he had a "*better one coming in.*" Lazaroff stated that he felt compelled by Wolf to close out this

case. Lazaroff stated that he agreed to do this because he was afraid of work "drying" up. Lazaroff also stated that he was ashamed of his actions regarding this case.

HILDEBRANDT'S DECEMBER 18TH, 2009 CLAIM

The second claim shows a date of loss of December 18th, 2009 naming Edward Hildebrandt as the claimant.

On 12/18/09, Hildebrandt got robbed outside of his business. Hildebrandt stated that he told Wolf about the robbery. Hildebrandt stated that Wolf told him that "*You got hit by the car*". Hildebrandt stated that told Wolf "no...the car never hit me." Wolf again told Hildebrandt, "*You got hit by the (get away) car!*" Hildebrandt understood what Wolf was saying. Wolf made this a claim as well. During this time however, Hildebrandt was still receiving treatment for the 3/4/09 accident. Hildebrandt stated that he believed that Wolf talked to Dr. Lazaroff, telling him to end the 3/4/09 case treatments so that they could start up the 12/18/09 claim. Wolf explained to Hildebrandt that the 12/18/09 claim was much better.

Wolf's records from Maxcare showed that Hildebrandt treated with Dr. Lazaroff from 12/23/2009 to 6/16/2010 (Ohio Casualty Insurance Company Claim#2201331). Hildebrandt states that he was not hit by the get away car during the robbery. Hildebrandt stated once again that Wolf told him to say he was hit by the get away car during the robbery and to go see Dr. Lazaroff. Wolf told Hildebrandt that he intended to close out the 3/4/09 case because the 12/18/09 case will be better.

Your Affiant interviewed Lazaroff and reviewed with him his file regarding Hildebrandt's 12/18/09 accident. Specifically, Lazaroff reviewed the treatment notes

that reflect treatments from 12/28/09 through 6/16/10 and your Affiant asked why the treatments stopped suddenly. Lazaroff stated that on or about 6/21/10 he learned from Wolf that Hildebrandt had yet another accident. Lazaroff asked Wolf on the phone, "*What the F is going on here...what do you expect me to do?*" Wolf told him, "*it has to get taken care of...we have to take care of this.*" Lazaroff stated that Wolf told him to look at his notes to see if there were any new injuries. Lazaroff stated that Wolf told him, "*Any new injuries?*" Lazaroff didn't understand what Wolf was saying so Wolf repeated, "*Any new injuries?*" Lazaroff understood from the forceful and repetitive nature of the question that he had to come up with an injury for this third accident.

Lazaroff explained that when Hildebrandt came to his office for the 12/18/2009 treatments he knew he was already treating him for neck, back, right leg, right shoulder and right hip injuries, and that he had to "find" another injury. Lazaroff stated to your Affiant that he squeezed hard on Hildebrandt's left shoulder until he got a physical and verbal response from Hildebrandt indicating a pain response. Lazaroff stated that once he got this response, he felt he could justify treating Hildebrandt's left arm and left shoulder for a third and new injury.

Your Affiant confronted Lazaroff with the information he received from Hildebrandt regarding blank Maxcare treatment forms. Lazaroff was told that Hildebrandt copied the treatment date down correctly but was told by Wolf to change the primary and secondary complaints to match his two accidents. When asked what he knew about the second accident, Lazaroff stated that one day Wolf called him on the phone and told him he was coming in and that he should have Hildebrandt's chart ready. Lazaroff stated that Wolf came in and took the chart with no real conversation between

them. Lazaroff stated that he was shocked that Wolf came in and took Hildebrandt's file. Lazaroff stated that Wolf told him, "*I'll be back with the file.*"

Lazaroff stated that about a week later Hildebrandt's file was back. Lazaroff stated that he noticed that the top parts of the patient forms were totally different and changed. Lazaroff stated that the top portions that the patient fills out were all completed by Hildebrandt and the bottom of the forms were signed and dated by Hildebrandt. Lazaroff stated that the middle portion of the forms, which are to be filled out by the doctor were all now blank. Lazaroff stated that he then went to his computer and matched up the dates of treatment with the forms and filled them out again. Lazaroff stated that he never confronted Wolf about this because he "just wanted to be done with it". Lazaroff again stated that he was embarrassed by what he did. Lazaroff stated that maintained a working relationship with Wolf because of the money the cases were bringing in.

Hildebrandt stated that the 3/4/09 case did not settle as far as he knew. Hildebrandt stated that when he went to see Dr. Lazaroff during the first visit after the robbery, he talked to Dr. Lazaroff regarding the two claims; Dr. Lazaroff said he would talk to Wolf about it and work it out. Hildebrandt stated that he treated up until the next fraudulent claim, 6/17/10, which was discussed above.

In summary Attorney Michael Wolf conspired with Hildebrandt to file multiple fraudulent insurance claims, advising him to tell his insurance carrier and a doctor that he was injured, knowing that he was not. As evidenced by Burkle's slip and fall claim, Wolf was also willing to change the date of a loss, provide a location for a fall, and send

an uninjured person to treat with doctors he chose, for the purpose of filing and eventually settling an insurance claim for money.

The forgoing demonstrates that this group of individuals made up of wreck chasers, police, appraisers, lawyers, doctors, and vehicle repair professionals worked together to file multiple fraudulent claims.

WHEREFORE, for all of the aforementioned reasons, your Affiant respectfully requests that this court issue an arrest warrant individuals named below:

CHARGES:

1. ARTHUR JULIANO, DOB: 1-18-1976, 2923 S JUNIPER, PHILA PA 19148

911	CORRUPT ORGANIZATION	F-1
5111	DEALING IN PROCEEDS UNLAWFUL ACT	F-1
4117	INSURANCE FRAUD	F-3 (4CTS)
3922	THEFT BY DECEPTION	F-3 (4CTS)
903	CONSPIRACY	F-3
4108	COMMERCIAL BRIBERY	M-2 (4CTS)

2. ADDAIE AMANKWAAW, DOB: 9-9-1980, 654 WENDOVER ST PHILA PA 19128

911	CORRUPT ORGANIZATION	F-1
5111	DEALING IN PROCEEDS UNLAWFUL ACT	F-1
4117	INSURANCE FRAUD	F-3 (2CTS)
3922	THEFT BY DECEPTION	F-3 (2CTS)
903	CONSPIRACY	F-3
4108	COMMERCIAL BRIBERY	M-2 (2CTS)

3. CHERYL STANTON, DOB: 1-25-1956, 1729 PACKER AVE PHILA PA 19145

911	CORRUPT ORGANIZATION	F-1
5111	DEALING IN PROCEEDS UNLAWFUL ACT	F-1
4117	INSURANCE FRAUD	F-3 (4CTS)
3922	THEFT BY DECEPTION	F-3 (4CTS)
903	CONSPIRACY	F-3
4108	COMMERCIAL BRIBERY	M-2 (4CTS)

4. RICHARD REILLY, DOB: 2-1-1973, 130 FRANKLIN DR, MULLICA HILL, NJ 08062
 911 CORRUPT ORGANIZATION F-1
 5111 DEALING IN PROCEEDS UNLAWFUL ACT F-1
 4117 INSURANCE FRAUD F-3 (2CTS)
 3922 THEFT BY DECEPTION F-3 (2CTS)
 903 CONSPIRACY F-3
 4108 COMMERCIAL BRIBERY M-2 (2CTS)
5. DAVE ROBERTSON, DOB: 11-8-1966, 334 WINDSOR DR, CHERRY HILL NJ 08002
 911 CORRUPT ORGANIZATION F-1
 5111 DEALING IN PROCEEDS UNLAWFUL ACT F-1
 4117 INSURANCE FRAUD F-3
 3922 THEFT BY DECEPTION F-3
 903 CONSPIRACY F-3
 4108 COMMERCIAL BRIBERY M-2
6. STEVE WILKINSON, DOB:7-7-1958, 9210 WOODENBRIDGE RD, PHILA PA 19114
 911 CORRUPT ORGANIZATION F-1
 5111 DEALING IN PROCEEDS UNLAWFUL ACT F-1
 4117 INSURANCE FRAUD F-3
 3922 THEFT BY DECEPTION F-3
 903 CONSPIRACY F-3
 4108 COMMERCIAL BRIBERY M-2
7. JOHN HOWELL, DOB: 11-4-1945, 608 WOODLAND AVE, CHERRY HILL NJ 08002
 911 CORRUPT ORGANIZATION F-1
 5111 DEALING IN PROCEEDS UNLAWFUL ACT F-1
 4117 INSURANCE FRAUD F-3
 3922 THEFT BY DECEPTION F-3
 903 CONSPIRACY F-3
 4108 COMMERCIAL BRIBERY M-2
8. P/O GARY COTTRELL, DOB:1/5/1967, 6500 BOBOLINK PL, PHILA, PA 19142
 911 CORRUPT ORGANIZATION F-1
 5111 DEALING IN PROCEEDS UNLAWFUL ACT F-1
 4117 INSURANCE FRAUD F-3 (6CTS)
 3922 THEFT BY DECEPTION F-3 (6CTS)
 903 CONSPIRACY F-3
 4701 BRIBERY F-3 (3CTS)

CERTIFICATE OF COMPLIANCE

I, Krista K. Beatty, Esquire certify that this filing complies with the provisions of the *Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts* that require filing confidential information and documents differently than non-confidential information and documents.

Submitted by: ODC

Signature: *Krista K. Beatty*

Name: Krista K. Beatty

Attorney No. (if applicable): 75211