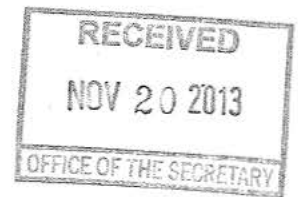


**UNITED STATES OF AMERICA**  
**Before the**  
**SECURITIES AND EXCHANGE COMMISSION**



**ADMINISTRATIVE PROCEEDING**  
**File No. 3-15556**

**In the Matter of**

**TIMOTHY J. GEIDEL,**

**Respondent.**

**DECLARATION OF MICHELLE L. RAMOS IN SUPPORT OF**  
**DIVISION OF ENFORCEMENT'S MOTION FOR SUMMARY DISPOSITION**

Michelle L. Ramos, pursuant to 28 U.S.C. § 1746, declares:

1. I am a Senior Counsel with the Division of Enforcement ("Division") of the Securities and Exchange Commission ("Commission"), and co-counsel for the Division in the above-captioned administrative proceeding. I submit this Declaration in support of the Division's Motion for Summary Disposition.

2. Attached hereto as Exhibit 1 a true copy of a printout from Web CRD showing the employment history of Timothy J. Geidel.

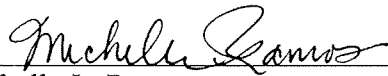
3. Attached hereto as Exhibit 2 is a true copy of a Judgment dated April 17, 2012 in *United States v. Timothy J. Geidel*, Crim. Information No. 1:11-CR-00012 (WMB-HBS).

4. Attached hereto as Exhibit 3 is a true copy of a Superseding Information dated September 13, 2011 in *United States v. Timothy J. Geidel*, Crim. Information No. 1:11-CR-00012 (WMB-HBS).

5. Attached hereto as Exhibit 4 is a true copy of a PACER printout of a Plea Agreement dated September 13, 2011 in *United States v. Timothy J. Geidel*, Crim. Information No. 1:11-CR-00012 (WMB-HBS).

I declare under penalty of perjury that the foregoing is true and correct.

Executed on November 20, 2013.

  
\_\_\_\_\_  
Michelle L. Ramos

# EXHIBIT 1

## Registrations with Prior Employers

**Individual CRD#:** [REDACTED] **Individual Name:** GEIDEL, TIMOTHY J

**Firm CRD # :** [REDACTED] **Firm Name :** ROYAL ALLIANCE ASSOCIATES, INC.

<b>Employment Start Date</b>	11/18/1989
<b>Employment End Date</b>	08/30/2010
<b>Reason for Termination</b>	Discharged
<b>Termination Comment</b>	VIOLATED FIRM POLICIES AND PROCEDURES THROUGH FINANCIAL INVOLVEMENT OF FIRM CLIENTS IN REP'S OUTSIDE BUSINESS ACTIVITY.
<b>Firm Name at Termination</b>	ROYAL ALLIANCE ASSOCIATES, INC.

Regulatory Authority	Registration Category	Filing Date	Status Date	Registration Status	Approval Date
FINRA	GS	07/05/1999	08/30/2010	TERMED	11/19/1989
NY	AG	07/05/1999	08/30/2010	TERMED	11/19/1989

Regulatory Authority	Registration Category	Filing Date	Status Date	Registration Status	Approval Date
FL	AG	09/10/2001	08/30/2010	TERMED	09/12/2001
PA	AG	07/05/1999	11/06/1997	TERMED	11/19/1989

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## Registrations Summary

Individual CRD#: XXXXXXXXXX Individual Name: GEIDEL, TIMOTHY J

Current Firm(s):

### Registrations Summary With Current Employers

⚠ No Current Employers Found.

Prior Firm(s):

### Registrations Summary With Prior Employers

Firm Name	Firm CRD	Start Date	End Date	IARD Regs.	CRD Regs.	SFG Member
ROYAL ALLIANCE ASSOCIATES, INC.	23131	11/1989	08/2010	N	N	N
INTEGRATED RESOURCES EQUITY CORPORATION	6403	04/1989	11/1989	N	N	N
MONMOUTH INVESTMENTS, INC.	14047	09/1988	04/1989	N	N	N
BLINDER, ROBINSON & CO., INC.	5096	11/1984	09/1988	N	N	N

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### Registrations with Prior Employers

Firm CRD # : 23131 Firm Name : ROYAL ALLIANCE ASSOCIATES, INC.

Employment Start Date 11/18/1989

Employment End Date 08/30/2010

Reason for Termination Discharged

Termination Comment VIOLATED FIRM POLICIES AND PROCEDURES THROUGH FINANCIAL INVOLVEMENT OF FIRM CLIENTS IN REP'S OUTSIDE BUSINESS ACTIVITY.

Firm Name at Termination ROYAL ALLIANCE ASSOCIATES, INC.

Regulatory Authority	Registration Category	Filing Date	Status Date	Registration Status	Approval Date
FINRA	GS	07/05/1999	08/30/2010	TERMED	11/19/1989
NY	AG	07/05/1999	08/30/2010	TERMED	11/19/1989

Regulatory Authority	Registration Category	Filing Date	Status Date	Registration Status	Approval Date
FL	AG	09/10/2001	08/30/2010	TERMED	09/12/2001

PA	AG	07/05/1999	11/06/1997	TERMED	11/19/1989
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### Registrations with Prior Employers

Firm CRD # : [REDACTED] Firm Name : INTEGRATED RESOURCES EQUITY CORPORATION

<b>Employment Start Date</b>	04/07/1989
<b>Employment End Date</b>	11/18/1989
<b>Reason for Termination</b>	Administrative Termination
<b>Termination Comment</b>	Administrative Termination
<b>Firm Name at Termination</b>	INTEGRATED RESOURCES EQUITY CORPORATION

Regulatory Authority	Registration Category	Filing Date	Status Date	Registration Status	Approval Date
FINRA	GS	07/05/1999	11/19/1989	TERMED	04/07/1989
NY	AG	07/05/1999	11/19/1989	TERMED	04/07/1989

Regulatory Authority	Registration Category	Filing Date	Status Date	Registration Status	Approval Date
PA	AG	07/05/1999	11/19/1989	TERMED	04/07/1989

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### Registrations with Prior Employers

Firm CRD # : [REDACTED] Firm Name : MONMOUTH INVESTMENTS, INC.

<b>Employment Start Date</b>	09/02/1988
<b>Employment End Date</b>	04/07/1989
<b>Reason for Termination</b>	TAT/Non-Disciplinary
<b>Termination Comment</b>	TAT/Non-Disciplinary
<b>Firm Name at Termination</b>	MONMOUTH INVESTMENTS, INC.

Regulatory Authority	Registration Category	Filing Date	Status Date	Registration Status	Approval Date
FINRA	GS	07/05/1999	09/13/1991	TERMED	09/02/1988
NY	AG	07/05/1999	10/04/1989	TERMED	09/02/1988

Regulatory Authority	Registration Category	Filing Date	Status Date	Registration Status	Approval Date
CA	AG	07/05/1999	02/02/1990	TERMED	09/13/1988
CO	AG	07/05/1999	06/25/1989	TERMED	09/02/1988
DE	AG	07/05/1999	08/31/1989	TERMED	09/02/1988
IL	AG	07/05/1999	05/12/1989	TERMED	09/02/1988
MD	AG	07/05/1999	07/20/1989	TERMED	09/02/1988
NJ	AG	07/05/1999	08/03/1989	TERMED	09/02/1988

PA	AG	07/05/1999	06/13/1989	TERMED	09/02/1988
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### Registrations with Prior Employers

Firm CRD # : XXXXXXXXXX Firm Name : BLINDER, ROBINSON & CO., INC.

Employment Start Date	11/01/1984
Employment End Date	09/02/1988
Reason for Termination	Voluntary
Termination Comment	
Firm Name at Termination	BLINDER, ROBINSON & CO., INC.

Regulatory Authority	Registration Category	Filing Date	Status Date	Registration Status	Approval Date
FINRA	GS	07/05/1999	09/09/1988	TERMED	11/21/1984
NY	AG	07/05/1999	09/09/1988	TERMED	12/11/1984

Regulatory Authority	Registration Category	Filing Date	Status Date	Registration Status	Approval Date
CA	AG	07/05/1999	09/09/1988	TERMED	01/02/1985
CO	AG	07/05/1999	09/09/1988	TERMED	11/21/1984
DE	AG	07/05/1999	09/09/1988	TERMED	09/03/1985
IL	AG	07/05/1999	09/09/1988	TERMED	02/26/1987
MD	AG	07/05/1999	09/09/1988	TERMED	09/30/1985
MO	AG	07/05/1999	12/31/1987	TERMED	03/14/1986
NJ	AG	07/05/1999	09/09/1988	TERMED	01/03/1985
PA	AG	07/05/1999	09/09/1988	TERMED	01/03/1985
TX	AG	07/05/1999	09/09/1988	TERMED	09/09/1986

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# EXHIBIT 2



# UNITED STATES DISTRICT COURT

WESTERN

District of

NEW YORK

UNITED STATES OF AMERICA

JUDGMENT IN A CRIMINAL CASE

V.

TIMOTHY J. GEIDEL

Case Number: 1:11CR00012-001

USM Number: 20492-055

FONDA DAWN KUBIAK

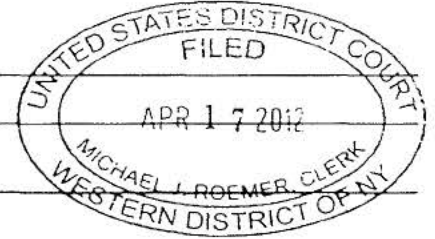
Defendant's Attorney

**THE DEFENDANT:**

pleaded guilty to count(s) 1 & 2 of the Superseding Information

pleaded nolo contendere to count(s) \_\_\_\_\_  
which was accepted by the court.

was found guilty on count(s) \_\_\_\_\_  
after a plea of not guilty.



The defendant is adjudicated guilty of these offenses:

Title & Section	Nature of Offense	Offense Ended	Count
18 U.S.C. §1343	Wire Fraud	08/31/2010	1
31 U.S.C. §5324(a)(3)	Structuring While Violating Another Law of the United States	06/30/2010	2

The defendant is sentenced as provided in pages 2 through 6 of this judgment. The sentence is imposed pursuant to the Sentencing Reform Act of 1984.

The defendant has been found not guilty on count(s) \_\_\_\_\_

The Indictment  is  are dismissed on the motion of the United States.

It is ordered that the defendant must notify the United States attorney for this district within 30 days of any change of name, residence, or mailing address until all fines, restitution, costs, and special assessments imposed by this judgment are fully paid. If ordered to pay restitution, the defendant must notify the court and United States attorney of material changes in economic circumstances.

April 6, 2012

Date of Imposition of Judgment

Signature of Judge

William M. Skretny, Chief U.S. District Judge

Name and Title of Judge

4/17/12

Date

**ECF DOCUMENT**  
 I hereby attest and certify that this is a printed copy of a document which was electronically filed with the United States District Court for the Western District of New York  
 Date Filed: 4-17-2012  
 Michael J. Roemer, Clerk  
 By: Deputy Clerk

DEFENDANT: TIMOTHY J. GEIDEL  
CASE NUMBER: 1:11CR00012-001

**IMPRISONMENT**

The defendant is hereby committed to the custody of the United States Bureau of Prisons to be imprisoned for a total term of: 42 months on each count to run concurrent; the cost of incarceration fee is waived

The court makes the following recommendations to the Bureau of Prisons:  
The defendant is to be housed in a facility as close to Buffalo, New York as possible.

The defendant is remanded to the custody of the United States Marshal.

The defendant shall surrender to the United States Marshal for this district:

at \_\_\_\_\_  a.m.  p.m. on \_\_\_\_\_

as notified by the United States Marshal.

The defendant shall surrender for service of sentence at the institution designated by the Bureau of Prisons:

before 2 p.m. on \_\_\_\_\_

as notified by the United States Marshal.

as notified by the Probation or Pretrial Services Office.

**RETURN**

I have executed this judgment as follows:

Defendant delivered on \_\_\_\_\_ to \_\_\_\_\_

a \_\_\_\_\_, with a certified copy of this judgment.

UNITED STATES MARSHAL

By \_\_\_\_\_

DEPUTY UNITED STATES MARSHAL

DEFENDANT: TIMOTHY J. GEIDEL  
CASE NUMBER: 1:11CR00012-001

### SUPERVISED RELEASE

Upon release from imprisonment, the defendant shall be on supervised release for a term of: three (3) years on each count to run concurrent.

The defendant must report to the probation office in the district to which the defendant is released within 72 hours of release from the custody of the Bureau of Prisons.

The defendant shall not commit another federal, state or local crime.

The defendant shall not unlawfully possess a controlled substance. The defendant shall refrain from any unlawful use of a controlled substance. The defendant shall submit to one drug test within 15 days of release from imprisonment and at least two periodic drug tests thereafter, as determined by the court.

- The above drug testing condition is suspended, based on the court's determination that the defendant poses a low risk of future substance abuse. (Check, if applicable.)
- The defendant shall not possess a firearm, destructive device, or any other dangerous weapon. (Check, if applicable.)
- The defendant shall cooperate in the collection of DNA as required by the Justice for All Act of 2004. (Check, if applicable.)
- The defendant shall register with the state sex offender registration agency in the state where the defendant resides, works, or is a student, as directed by the probation officer. (Check, if applicable.)
- The defendant shall participate in an approved program for domestic violence. (Check, if applicable.)

If this judgment imposes a fine or restitution, it is a condition of supervised release that the defendant pay in accordance with the Schedule of Payments sheet of this judgment.

The defendant must comply with the standard conditions that have been adopted by this court as well as with any additional conditions on the attached page.

### STANDARD CONDITIONS OF SUPERVISION

- 1) the defendant shall not leave the judicial district without the permission of the court or probation officer;
- 2) the defendant shall report to the probation officer in a manner and frequency directed by the court or probation officer;
- 3) the defendant shall answer truthfully all inquiries by the probation officer and follow the instructions of the probation officer;
- 4) the defendant shall support his or her dependents and meet other family responsibilities;
- 5) the defendant shall work regularly at a lawful occupation, unless excused by the probation officer for schooling, training, or other acceptable reasons;
- 6) the defendant shall notify the probation officer at least ten days prior to any change in residence or employment;
- 7) the defendant shall refrain from excessive use of alcohol and shall not purchase, possess, use, distribute, or administer any controlled substance or any paraphernalia related to any controlled substances, except as prescribed by a physician;
- 8) the defendant shall not frequent places where controlled substances are illegally sold, used, distributed, or administered;
- 9) the defendant shall not associate with any persons engaged in criminal activity and shall not associate with any person convicted of a felony, unless granted permission to do so by the probation officer;
- 10) the defendant shall permit a probation officer to visit him or her at any time at home or elsewhere and shall permit confiscation of any contraband observed in plain view of the probation officer;
- 11) the defendant shall notify the probation officer within seventy-two hours of being arrested or questioned by a law enforcement officer;
- 12) the defendant shall not enter into any agreement to act as an informer or a special agent of a law enforcement agency without the permission of the court; and
- 13) as directed by the probation officer, the defendant shall notify third parties of risks that may be occasioned by the defendant's criminal record or personal history or characteristics and shall permit the probation officer to make such notifications and to confirm the defendant's compliance with such notification requirement.

DEFENDANT: TIMOTHY J. GEIDEL  
CASE NUMBER: 1:11CR00012-001

### SPECIAL CONDITIONS OF SUPERVISION

The defendant shall provide the U.S. Probation Office with access to any requested personal and/or business financial information. The U.S. Probation Office is authorized to release pre-sentence and post-sentence financial information submitted by the defendant to the U.S. Attorney's Office for use in the collection of any unpaid fine or restitution. If restitution is owed, the defendant shall notify the U.S. Probation Office of any assets received and shall not disburse his/her interest in any assets, including, but not limited to, income tax refunds, inheritance, insurance and lawsuit settlements, or gambling winnings without the approval of the U.S. Probation Office.

The defendant shall submit to a search of his person, property, vehicle, place of residence or any other property under his control, based upon reasonable suspicion, and permit confiscation of any evidence or contraband discovered.

The defendant shall obtain and maintain gainful employment.

DEFENDANT: TIMOTHY J. GEIDEL  
 CASE NUMBER: 1:11CR00012-001

**CRIMINAL MONETARY PENALTIES**

The defendant must pay the total criminal monetary penalties under the schedule of payments on Sheet 6.

	<u>Assessment</u>	<u>Fine</u>	<u>Restitution</u>
<b>TOTALS</b>	\$ 200	\$ 0	\$ 1,301,981.95

- The determination of restitution is deferred until \_\_\_\_\_. An *Amended Judgment in a Criminal Case* (AO 245C) will be entered after such determination.
- The defendant must make restitution (including community restitution) to the following payees in the amount listed below.

If the defendant makes a partial payment, each payee shall receive an approximately proportioned payment, unless specified otherwise in the priority order or percentage payment column below. However, pursuant to 18 U.S.C. § 3664(i), all nonfederal victims must be paid before the United States is paid.

<u>Name of Payee</u>	<u>Total Loss*</u>	<u>Restitution Ordered</u>	<u>Priority or Percentage</u>
----------------------	--------------------	----------------------------	-------------------------------

\*See attached sheet

<b>TOTALS</b>	\$ <u>1,301,981.95</u>	\$ <u>1,301,981.95</u>
---------------	------------------------	------------------------

- Restitution amount ordered pursuant to plea agreement \$ \_\_\_\_\_
- The defendant must pay interest on restitution and a fine of more than \$2,500, unless the restitution or fine is paid in full before the fifteenth day after the date of the judgment, pursuant to 18 U.S.C. § 3612(f). All of the payment options on Sheet 6 may be subject to penalties for delinquency and default, pursuant to 18 U.S.C. § 3612(g).
- The court determined that the defendant does not have the ability to pay interest and it is ordered that:
  - the interest requirement is waived for the  fine  restitution.
  - the interest requirement for the  fine  restitution is modified as follows:

\* Findings for the total amount of losses are required under Chapters 109A, 110, 110A, and 113A of Title 18 for offenses committed on or after September 13, 1994, but before April 23, 1996.

DEFENDANT: TIMOTHY J. GEIDEL  
 CASE NUMBER: 1:11CR00012-001

**SCHEDULE OF PAYMENTS**

Having assessed the defendant's ability to pay, payment of the total criminal monetary penalties are due as follows:

- A  Lump sum payment of \$ \_\_\_\_\_ due immediately, balance due
  - not later than \_\_\_\_\_, or
  - in accordance  C,  D,  E, or  F below; or
- B  Payment to begin immediately (may be combined with  C,  D, or  F below); or
- C  Payment in equal \_\_\_\_\_ (e.g., weekly, monthly, quarterly) installments of \$ \_\_\_\_\_ over a period of \_\_\_\_\_ (e.g., months or years), to commence \_\_\_\_\_ (e.g., 30 or 60 days) after the date of this judgment; or
- D  Payment in equal \_\_\_\_\_ (e.g., weekly, monthly, quarterly) installments of \$ \_\_\_\_\_ over a period of \_\_\_\_\_ (e.g., months or years), to commence \_\_\_\_\_ (e.g., 30 or 60 days) after release from imprisonment to a term of supervision; or
- E  Payment during the term of supervised release will commence within \_\_\_\_\_ (e.g., 30 or 60 days) after release from imprisonment. The court will set the payment plan based on an assessment of the defendant's ability to pay at that time; or
- F  Special instructions regarding the payment of criminal monetary penalties:

The defendant shall pay a special assessment of \$100 as to each count for a total of \$200, which shall be due immediately. If incarcerated, payment shall begin under the Bureau of Prisons Inmate Financial Responsibility Program. Payments shall be made to the Clerk, U.S. District Court (WD/NY), 2 Niagara Square, Buffalo, New York 14202.

Pursuant to 18 U.S.C. §3663A, it is ordered that the defendant make restitution to the victims in the amount of \$1,301,981.95. The restitution is due immediately. Interest on the restitution is waived. Restitution will be joint and several with any other defendant(s) convicted in this case or any related case, who share the same victim(s) and losses. While incarcerated, if the defendant is non-UNICOR or UNICOR grade 5, the defendant shall pay installments of \$25 per quarter. If assigned grades 1 through 4 in UNICOR, the defendant shall pay installments of 50% of the inmate's monthly pay. After considering the factors set forth in 18 U.S.C. §3664(f)(2), while on supervision, the defendant shall make monthly payments to be at the discretion of the probation office.

Unless the court has expressly ordered otherwise, if this judgment imposes imprisonment, payment of criminal monetary penalties is due during imprisonment. All criminal monetary penalties, except those payments made through the Federal Bureau of Prisons' Inmate Financial Responsibility Program, are made to the clerk of the court.

The defendant shall receive credit for all payments previously made toward any criminal monetary penalties imposed.

- Joint and Several
  - Defendant and Co-Defendant Names and Case Numbers (including defendant number), Total Amount, Joint and Several Amount, and corresponding payee, if appropriate.
- The defendant shall pay the cost of prosecution.
- The defendant shall pay the following court cost(s):
- The defendant shall forfeit the following property to the United States:

Payments shall be applied in the following order: (1) assessment, (2) restitution principal, (3) restitution interest, (4) fine principal, (5) fine interest, (6) community restitution, (7) penalties, and (8) costs, including cost of prosecution and court costs.

# EXHIBIT 3

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA,

v.

11-CR-012-S

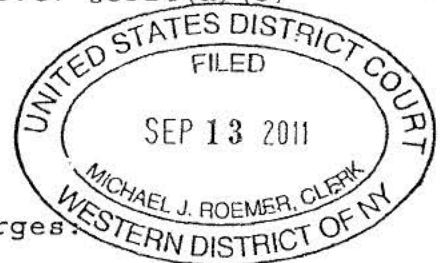
TIMOTHY J. GEIDEL,

**SUPERCEDING  
INFORMATION**

18 U.S.C. §1343

31 U.S.C. §5324 (a) (3)

Defendant.



COUNT I

The United States Attorney Charges:

Introduction

Between on or about September 10, 2009, and on or about October 20, 2009, in the Western District of New York, the defendant, TIMOTHY J. GEIDEL, did knowingly devise, and intend to devise, a scheme and artifice to defraud B. W. F., and to obtain money owned from B. W. F. by means of materially false and fraudulent pretenses, representations and promises.

At all times relevant, the defendant was employed as an investment advisor.

It was part for the scheme and artifice that the defendant, TIMOTHY J. GEIDEL, induced B. W. F. to invest money with the defendant by falsely representing that the defendant intended to invest B. W. F.'s money in high yield investment vehicles.



It was further part of the scheme and artifice that the defendant, TIMOTHY J. GEIDEL, instead of investing B. W. F.'s money in high yield investment vehicles, used such money to repay other investors whom he had defrauded and for personal gain.

#### The Charge

On or about the dates listed below, within the Western District of New York, the defendant, TIMOTHY J. GEIDEL, for the purpose of executing the scheme and artifice, did knowingly transmit, and cause to be transmitted, by means of wire communication in interstate commerce, writings, signs, signals, pictures and sounds, and specifically, the following wire transfers of funds:

DATE	DESCRIPTION
September 10, 2009	Manufacturers and Traders Trust Company Routing No.: 022000046 Redemption Payment: \$40,010.00 Payee: FBO B. W. F.
October 8, 2009	Manufacturers and Traders Trust Company Routing No.: 022000046 Redemption Payment: \$40,000.00 Payee: FBO B. W. F.

All in violation of Title 18, United States Code, Section 1343.

COUNT II

The United States Attorney Further Charges:

TIMOTHY J. GEIDEL, knowing that Bank of America was a domestic financial institution, and knowing of Bank of America's legal obligation to report transactions in excess of \$10,000, structured a currency transaction for the purpose of evading that reporting obligation.

Prior to February 1, 2010, TIMOTHY J. GEIDEL deposited investor funds that did not belong to him, in an amount exceeding \$10,000, to his personal bank account at Bank of America (Account No.: XXXX XXXX 3091).

On or about February 1, 2010, TIMOTHY J. GEIDEL withdrew funds from his Bank of America account (Account No.: XXXX XXXX 3091) by writing a personal check to himself in the amount of \$8,000. On or about February 2, 2010, TIMOTHY J. GEIDEL withdrew additional funds from his Bank of America account (Account No.: XXXX XXXX 3091) by writing a second check to himself in the amount of \$3,000. The two withdrawals were knowingly structured to evade Bank of America's reporting obligations.

During the twelve month period between July 1, 2009, and June 30, 2010, TIMOTHY J. GEIDEL violated this law while also violating


the Wire Fraud Statute as part of a pattern of illegal activity involving \$ 1,312,665.43.

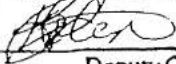
All in violation of Title 31, Section 5324(a) (3)

DATED: Buffalo, New York, September 13, 2011.

WILLIAM J. HOCHUL, JR.  
United States Attorney

BY:

  
\_\_\_\_\_  
RUSSELL T. IPPOLITO, Jr.  
Assistant U.S. Attorney  
United States Attorney's Office  
Western District of New York  
138 Delaware Avenue  
Buffalo, New York 14202  
(716) 843-5700 ext. 843  
[Russell.Ippolito@usdoj.gov](mailto:Russell.Ippolito@usdoj.gov)

<b>ECP DOCUMENT</b>	
I hereby attest and certify that this is a printed copy of a document which was electronically filed with the United States District Court for the Western District of New York	
Date Filed:	<u>9-13-2011</u>
Michael J. Roemer, Clerk	
By: 	Deputy Clerk

# EXHIBIT 4

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF NEW YORK

---

UNITED STATES OF AMERICA,

v.

11-CR-012

TIMOTHY J. GEIDEL,

Defendant.

---



PLEA AGREEMENT

The defendant, TIMOTHY J. GEIDEL, and the United States Attorney for the Western District of New York (hereinafter "the government") hereby enter into a plea agreement with the terms and conditions as set out below:

I. THE PLEA AND POSSIBLE SENTENCE

1. The defendant agrees to waive indictment and to plead guilty to a 2 count Superseding Information charging violations of Title 18, United States Code, Section 1343 [Wire Fraud], for which the maximum possible sentence is a term of imprisonment of 20 years, a fine of \$250,000, a mandatory \$100 special assessment and a term of supervised release of at least 2 years and up to 3 years; and Title 31, United States Code, Section 5324(a)(3) [Structuring while violating another law of the United States], for which the maximum possible sentence is a term of imprisonment of 10 years a fine of \$250,000, a mandatory \$100 special assessment and a term of supervised release of at least 2 years and up to 3 years. The

defendant understands that the penalties set forth in this paragraph are the maximum penalties that can be imposed by the Court at sentencing.

2. The defendant understands that the Court must require restitution in an amount not to exceed \$1,312,665.43 to be paid to identified victims as part of the sentence pursuant to Sentencing Guidelines § 5E1.1 and Title 18, United States Code, Section 3663A.

3. The defendant understands that, if it is determined that the defendant has violated any of the terms or conditions of supervised release, the defendant may be required to serve in prison all or part of the term of supervised release, up to 2 years, without credit for time previously served on supervised release. As a consequence, in the event the defendant is sentenced to the maximum term of incarceration, a prison term imposed for a violation of supervised release may result in the defendant serving a sentence of imprisonment longer than the statutory maximum set forth in Paragraph 1 of this agreement.

## II. ELEMENTS AND FACTUAL BASIS

4. The defendant understands the nature of the offenses set forth in paragraph 1 of this agreement and understands that if this case proceeded to trial, the government would be required to prove

beyond a reasonable doubt the following elements of each of the crimes:

- a. Wire Fraud, Title 18 U.S.C. §1343:
  - (1) That the defendant devised a scheme to defraud or to obtain money or property by materially false or fraudulent pretenses, representations or promises;
  - (2) That the defendant acted with intent to defraud; and
  - (3) That in advancing, furthering, or carrying out the scheme, the defendant transmitted any writing, signal, or sound by means of a wire, radio, or television communication in interstate commerce or caused the transmission of any writing, signal, or sound of some kind by means of a wire, radio, or television communication in interstate commerce.
  
- b. Structuring, Title 31 U.S.C. §5324(a)(3):
  - (1) That the defendant knowingly structured a currency transaction;
  - (2) That the defendant knew of the domestic financial institution's legal obligation to report transactions in excess of \$10,000;
  - (3) That the purpose of the structured transaction was to evade that reporting obligation; and
  - (4) That the defendant violated this law while violating another law of the United States, specifically Wire Fraud, in violation of Title 18 United States Code, Section 1343, as part of a pattern of illegal

activity involving more than \$100,000 in a 12 month period.

FACTUAL BASIS

5. The defendant and the government agree to the following facts, which form the basis for the entry of the pleas of guilty including relevant conduct:

a. Wire Fraud, Title 18 U.S.C. §1343

- (1) Between on or about June 20, 1990, and on or about August 31, 2010, the defendant, while employed as a financial advisor, convinced investors to give him money purportedly to invest in higher yielding investment vehicles.
- (2) Defendant, while acting with the intent to defraud, gave victims the impression that he would be investing their money in high yield stocks, bonds, mutual funds and certificates of deposit.
- (3) Instead of investing funds as he indicated to the victims, the defendant diverted some of the funds to his own use by depositing the money into his personal bank accounts. The defendant also used some of the funds to pay off earlier investors to perpetuate the scheme.
- (4) To effectuate the fraud, the defendant had victims authorize the wire transaction of funds held by their registered broker dealers and financial custodial agents in states other than New York, and had those entities send funds to victims in New York. The victims then gave the



defendant personal checks with which to invest their funds.

b. Structuring, Title 31 U.S.C. §5324(a)(3)

- (1) Defendant, knowing of Bank of America's legal obligation to report transactions in excess of \$10,000, structured a currency transaction for the purpose of evading that reporting obligation.
- (2) Prior to February 1, 2010, the defendant deposited investor funds, in an amount exceeding \$10,000, to his personal bank account at Bank of America (Account No.: XXXX XXXX 3091), a domestic financial institution.
- (3) On or about February 1, 2010, Defendant withdrew funds from his Bank of America account (Account No.: XXXX XXXX 3091) by writing a personal check to himself in the amount of \$8,000. On or about February 2, 2010, the defendant withdrew additional funds from his Bank of America account (Account No.: XXXX XXXX 3091) by writing a second check to himself in the amount of \$3,000.
- (4) The two withdrawals were knowingly structured to evade Bank of America's reporting obligations.
- (5) During the twelve month period between July 1, 2009, and June 30, 2010, defendant violated this law while also violating the Wire Fraud Statute as part of a pattern of illegal activity involving \$ 1,312,665.43.

III. SENTENCING GUIDELINES

6. The defendant understands that the Court must consider but is not bound by the Sentencing Guidelines (Sentencing Reform Act of 1984).

BASE OFFENSE LEVEL

7. The government and the defendant agree that pursuant to Guidelines Section §3D1.3(a), Guidelines §2B1.1 applies to the "grouped" offenses of conviction and provides for a base offense level of 7.

SPECIFIC OFFENSE CHARACTERISTICS  
U.S.S.G. CHAPTER 2 ADJUSTMENTS

8. The government and the defendant agree that the following specific offense characteristic does apply:

- a. § 2B1.1(b)(1)(I): the total loss (including relevant conduct) was in excess of \$1,000,000 (namely, \$1,312,665.43) and thus there is a 16 offense level increase.

9. The government maintains that the following specific offense characteristic does apply:

- a. the 4 level increase pursuant to Guidelines §2B1.1(b)(2)(B): the offense involved 50 or more victims.

The defendant specifically reserves the right at the time of sentencing to argue to the Court that the offense involved 10 or more victims, but less than 50 victims, and thus only a 2 level increase is applicable pursuant to § 2B1.1(b)(2)(A).

U.S.S.G. CHAPTER 3 ADJUSTMENTS

9. The government and the defendant agree that the following adjustment to the base offense level does apply:

- a. The 2 level upward adjustment of Guidelines § 3B1.3 (abuse of trust/special skill).

ADJUSTED OFFENSE LEVEL

10. Based on the foregoing, it is the understanding of the government and the defendant that the adjusted offense level for the offense of conviction is between 27 and 29.

ACCEPTANCE OF RESPONSIBILITY

11. At sentencing, the government agrees not to oppose the recommendation that the Court apply the two (2) level downward adjustment of Guidelines § 3E1.1(a) (acceptance of responsibility) and further agrees to move the Court to apply the additional one (1) level downward adjustment of Guidelines § 3E1.1(b), which would result in a total offense level of between 24 and 26.

CRIMINAL HISTORY CATEGORY

12. It is the understanding of the government and the defendant that the defendant's criminal history category is I. The defendant understands that if the defendant is sentenced for, or convicted of, any other charges prior to sentencing in this action the defendant's criminal history category may increase. The defendant understands that the defendant has no right to withdraw the pleas of guilty based on the Court's determination of the defendant's criminal history category.

GUIDELINES' APPLICATION, CALCULATIONS AND IMPACT

13. It is the understanding of the government and the defendant that, with a total offense level of 26 and criminal history category of I, and taking into account the applicable statutory minimum penalties, the defendant's sentencing range would be a term of imprisonment of 63 to 78 months, a fine of \$12,500 to \$125,000, and a period of supervised release of 2 to 3 years. It is the understanding of the government and the defendant that, with a total offense level of 24 and criminal history category of I, and taking into account the applicable statutory minimum penalties, the defendant's sentencing range would be a term of imprisonment of 51 to 63 months, a fine of \$10,000 to \$100,000, and a period of supervised release of 2 to 3 years. Notwithstanding this, the defendant understands that at sentencing the defendant is subject

to the minimum and maximum penalties set forth in paragraph 1 of this agreement.

14. The government and the defendant agree to correctness of the calculation of the Sentencing Guidelines range set forth above. The government and the defendant, however, reserve the right to recommend a sentence outside the Sentencing Guidelines range. This paragraph reserves the right to the government and the defendant to bring to the attention of the Court all information deemed relevant to a determination of the proper sentence in this action.

#### IV. STATUTE OF LIMITATIONS

15. In the event the defendant's pleas of guilty are withdrawn, or convictions vacated, either pre- or post-sentence, by way of appeal, motion, post-conviction proceeding, collateral attack or otherwise, the defendant agrees that any charges dismissed pursuant to this agreement shall be automatically reinstated upon motion of the government and further agrees not to assert the statute of limitations as a defense to any other criminal offenses involving or related to the Ponzi scheme, fraud and structuring of financial transactions which are not time barred as of the date of this agreement. This waiver shall be effective for a period of six months following the date upon which the

withdrawal of the guilty pleas or vacating of the convictions become final.

V. GOVERNMENT RIGHTS AND RESERVATIONS

16. The defendant understands that the government has reserved the right to:

- a. provide to the Probation Office and the Court all the information and evidence in its possession that the government deems relevant concerning the defendant's background, character and involvement in the offense charged, the circumstances surrounding the charge and the defendant's criminal history;
- b. respond at sentencing to any statements made by the defendant or on the defendant's behalf that are inconsistent with the information and evidence available to the government;
- c. advocate for a specific sentence including the amount of restitution and/or fine and the method of payment;
- d. modify its position with respect to any sentencing recommendation or sentencing factor under the Guidelines including criminal history category, in the event that subsequent to this agreement the government receives previously unknown information regarding the recommendation or factor, and;
- e. oppose any sentence outside the Guidelines range made by the defendant.

17. At sentencing, the government will move to dismiss the open counts of the Indictment in this action as against the defendant.

18. The defendant agrees that any financial records and information provided by the defendant to the Probation Office, before or after sentencing, may be disclosed to the United States Attorney's Office for use in the collection of any unpaid financial obligation.

VI. APPEAL RIGHTS

19. The defendant understands that Title 18, United States Code, Section 3742 affords a defendant a limited right to appeal the sentence imposed. The defendant, however, knowingly waives the right to appeal and collaterally attack any component of a sentence imposed by the Court which falls within or is less than the sentencing range for imprisonment, a fine and supervised release set forth in Section III, ¶ 13, above, notwithstanding the manner in which the Court determines the sentence. In the event of an appeal of the defendant's sentence by the government, the defendant reserves the right to argue the correctness of the defendant's sentence.

20. The defendant understands that by agreeing to not collaterally attack the sentence, the defendant is waiving the right to challenge the sentence in the event that in the future the defendant becomes aware of previously unknown facts or a change in

the law which the defendant believes would justify a decrease in the defendant's sentence.

21. The government waives its right to appeal any component of a sentence imposed by the Court which falls within or is greater than the sentencing range for imprisonment, a fine and supervised release set forth in Section III, ¶ 13, above, notwithstanding the manner in which the Court determines the sentence. However, in the event of an appeal from the defendant's sentence by the defendant, the government reserves its right to argue the correctness of the defendant's sentence.

#### VII. FORFEITURE PROVISIONS

22. Prior to or immediately after the entry of a plea of guilty, the defendant shall be required to make full and complete disclosure of all assets the defendant owns, whether in the defendant's name or the names of others, which the defendant possesses and/or over which the defendant exercises control. Further, the defendant shall disclose any property obtained as a result of the criminal activity that is the basis of this agreement and disclose who owns such property at this time and the circumstances under which such property was obtained. The defendant also agrees to be polygraphed on the issue of property, if it is deemed necessary by the United States. Further, as of the



date of this agreement, the defendant shall not transfer, secrete or otherwise dissipate any assets the defendant owns, possesses or over which the defendant exercises control without the permission of the government. A breach of this paragraph will be given the same effect as a breach of paragraph 13 in this agreement.

VIII. CIVIL ACTION


23. Defendant waives and agrees not to assert in any civil lawsuit arising from the conduct which gave rise to the criminal charges that are the subject of this plea any defense based on the double jeopardy or excessive fines clauses of the Constitution.

IX. TOTAL AGREEMENT AND AFFIRMATIONS

24. This plea agreement represents the total agreement between the defendant, TIMOTHY J. GEIDEL, and the government. There are no promises made by anyone other than those contained in this agreement. This agreement supersedes any other prior agreements, written or oral, entered into between the government and the defendant.

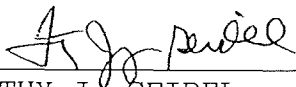
WILLIAM J. HOCHUL, Jr.  
United States Attorney  
Western District of New York

BY:

  
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RUSSELL T. IPPOLITO, Jr.  
Assistant U.S. Attorney

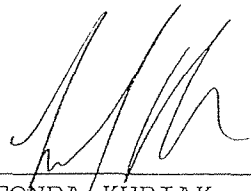
Dated: September 13, 2011

I have read this agreement, which consists of 14 pages. I have had a full opportunity to discuss this agreement with my attorney, Fonda Kubiak, Esq. I agree that it represents the total agreement reached between myself and the government. No promises or representations have been made to me other than what is contained in this agreement. I understand all of the consequences of my plea of guilty. I fully agree with the contents of this agreement. I am signing this agreement voluntarily and of my own free will.



TIMOTHY J. GEIDEL  
Defendant

Dated: September 13, 2011



FONDA KUBIAK, ESQ.  
Attorney for the Defendant

Dated: September 13, 2011