

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA : Hon.
 :
 : Criminal No. 18-
 v. :
 : 18 U.S.C. §§ 981(a)(1)(C), 1341, 1346,
 : 1349, 1951(a) and 2; and
 JANELL ROBINSON : 28 U.S.C. § 2461(c)

INDICTMENT

The Grand Jury in and for the District of New Jersey, sitting at Newark, charges:

COUNT 1

**(Conspiracy to Defraud Facilitated by the Use of the Mail and
Interstate Wire Communications)**

Defendant and Entities

1. At all times relevant to Count 1 of this Indictment:

A. Defendant JANELL ROBINSON (“defendant ROBINSON”), a resident of Newark, New Jersey, controlled Protected and Secured Services LLC (“P&S”), a company that purported to provide security consulting services to its only client, the Newark Watershed Conservation and Development Corporation (the “NWCDC”). During the time that defendant ROBINSON controlled P&S, she also was employed by the City of Newark Police Department (“NPD”) as a police officer. Defendant ROBINSON also operated other businesses in Newark.

B. The NWCDC operated as a not-for-profit organization created to manage the watershed properties owned by the City of Newark, New Jersey. The NWCDC was funded primarily by revenue received in connection with service contracts with the City of Newark. The NWCDC’s main offices were in Newark. The NWCDC also maintained several water

treatment and pumping facilities in Northern New Jersey, including the Pequannock Water Treatment Plant (“Pequannock”). The day-to-day administrative operations of the NWCDC were conducted by NWCDC staff in Newark, headed by an Executive Director who reported to a Board of Directors. From in or about 2007 to in or about March 2013, Linda Watkins Brashear (“Brashear”) served as the Executive Director of the NWCDC.

2. Between in or about March 2010 and in or about March 2013, the NWCDC issued checks to P&S totaling approximately \$289,130 purportedly for security services provided by P&S.

The NWCDC’s Right to the Honest Services of Brashear

3. At all times relevant to Count 1 of this Indictment, the NWCDC had an intangible right to the honest services of its employees. As an employee of the NWCDC, Brashear owed the NWCDC a duty under the law to refrain from seeking and receiving kickbacks in exchange for Brashear’s action and assistance as an employee of the NWCDC in the affairs of the NWCDC and in exchange for the violation of Brashear’s duties and responsibilities as the NWCDC’s Executive Director.

Conspiracy to Defraud the NWCDC

4. From at least as early as in or about March 2010 through in or about May 2013, in Essex County, in the District of New Jersey, and elsewhere, defendant

JANELL ROBINSON,

Brashear and others knowingly and intentionally conspired and agreed to commit offenses against the United States, that is, using interstate wire communications and the United States mail, to execute a scheme and artifice to defraud the NWCDC of money and property and the

right to Brashear's honest services in the affairs of the NWCDC, by means of materially false and fraudulent pretenses, representations and promises, contrary to Title 18, United States Code, Sections 1341, 1343, and 1346.

Goal of the Conspiracy

5. The goal of the conspiracy was for defendant ROBINSON, Brashear and others to obtain money from the NWCDC based upon the submission of fraudulent invoices from P&S seeking compensation for services that either were not provided or were in amounts far in excess of the value of any services. In exchange for Brashear's assistance in obtaining a contract for P&S from the NWCDC, and Brashear's approval of the materially false and fraudulent invoices from P&S and payments from the NWCDC to P&S, defendant ROBINSON gave a stream of concealed and undisclosed kickbacks to Brashear from the proceeds of the NWCDC's payments to P&S.

Manner and Means of the Conspiracy

6. To carry out the conspiracy and to effect its unlawful goal, while in New Jersey and elsewhere, defendant ROBINSON, Brashear and others engaged in a variety of means and methods, as set forth in paragraphs 7 to 22 below, to fraudulently cause payments from the NWCDC to P&S and to conceal both the fraudulent nature of those payments and their use as kickbacks to Brashear. As specifically described in the paragraphs below, these means and methods included: (1) defendant ROBINSON's attempts to conceal her control of P&S; (2) defendant ROBINSON receiving NWCDC payments to P&S between early 2010 and early 2012 based on fraud and providing Brashear concealed kickbacks; (3) defendant ROBINSON, through P&S entering into a contract with the NWCDC in order to continue the fraudulent payments and

kickbacks; and (4) defendant ROBINSON continuing to receive fraudulent payments and providing concealed kickbacks to Brashear during 2012 and 2013.

Defendant ROBINSON'S Attempts to Conceal Her Control of P&S

7. On or about April 7, 2010, defendant ROBINSON caused a certificate of formation for P&S to be issued by the New Jersey Department of the Treasury that concealed her control of P&S. In particular, the certificate of formation listed defendant ROBINSON's relative ("Individual 1") as the registered agent for P&S and the residence of another relative ("Individual 2") as the registered office address for P&S, although neither had any role in the operation or management of P&S.

8. On or about April 7, 2010, defendant ROBINSON caused Individual 1 to open a business bank account at a bank branch in Minnesota, for P&S ("P&S Bank Account"). The initial deposit in the P&S Bank Account was a NWDCDC check payable to P&S for \$16,000, dated March 10, 2010. The P&S Bank Account listed Individual 1 as the sole signatory and the residence of Individual 2 as the business address although defendant ROBINSON actually controlled P&S. On or about October 15, 2011, defendant ROBINSON caused her name to be added as an additional authorized signatory on the P&S Bank Account. During the course of the conspiracy, the sole source of deposits into the P&S Bank Account were checks from the NWDCDC.

Between Early 2010 and Early 2012, Defendant ROBINSON Received NWDCDC Payments to P&S Based on Fraud and Provided Brashear Concealed Kickbacks

9. Between in or about March 2010 and in or about January 2012, the NWDCDC issued six checks to P&S that totaled approximately \$89,000, using a manual, as opposed to an automated process. In the automated process, the NWDCDC accountant would receive a vendor

invoice and then prepare a digital check through a software bookkeeping system. By contrast, for the manual process, NWCDC employees would prepare the P&S check at Brashear's direction. The NWCDC accountant would only receive a copy of the P&S check after the vendor had been paid without an accompanying invoice, thereby making it more difficult to verify the legitimacy of any payment.

10. Neither defendant ROBINSON nor P&S provided any services to the NWCDC to support these six payments. Defendant ROBINSON obtained these checks from Brashear and caused them to be deposited into the P&S Bank Account. Thereafter, defendant ROBINSON paid Brashear concealed kickbacks from the proceeds of these checks. The checks from the NWCDC to P&S were issued in the listed amounts on the indicated dates:

| NWCDC Checks to P&S Between In or About March 2010 and In or About February 2012 | |
|---|---------------------------|
| NWCDC Check Date | NWCDC Check Amount |
| March 16, 2010 | \$16,000 |
| May 6, 2011 | \$18,000 |
| July 13, 2011 | \$18,000 |
| September 28, 2011 | \$18,000 |
| January 17, 2012 | \$12,000 |
| January 30, 2012 | \$7,000 |
| TOTAL | \$89,000 |

11. Defendant ROBINSON submitted false and fraudulent invoices on behalf of P&S to the NWCDC in support of a few of these check payments. Those invoices dated July 15, 2011 (\$18,000), January 10, 2012 (\$12,000), and January 17, 2012 (\$7,000) falsely billed for security services provided by P&S to the NWCDC that were in fact not performed.

Defendant ROBINSON, Through P&S, Entered Into a Contract With the NWCDC In Order to Continue the Fraudulent Payments and Kickbacks

12. In or about January 2012, to continue the fraudulent payments to P&S and kickbacks to Brashear, defendant ROBINSON and Brashear agreed that the NWCDC would enter into a contract with P&S to provide security patrol services on property belonging to the NWCDC located below Route 287. This area of the NWCDC had previously been monitored by NWCDC maintenance employees.

13. Brashear suggested to defendant ROBINSON that defendant ROBINSON hire Individual 3, a retired police officer and a friend of Brashear's boyfriend, to perform security work for P&S. On or about January 17, 2012, defendant ROBINSON, Individual 3, and the Director of Operations of the Pequannock ("Pequannock Director"), received an email from Brashear, sent through an email server located in Dulles, Virginia, setting up a meeting between Individual 3 and the Pequannock Director to discuss the purported security needs of the NWCDC.

14. On or about January 18, 2012, the Pequannock Director replied to Brashear in an email from New Jersey through an email server located in Dulles, Virginia, explaining that the NWCDC already had enough security coverage, but outlining a budget and plan to hire P&S, as the Pequannock Director believed Brashear wanted.

15. In or about April 2012, defendant ROBINSON and Brashear caused P&S to enter into a contract with the NWCDC, retroactive to February 1, 2012, to provide purported security services for the NWCDC for a monthly fee of \$5,000. Defendant ROBINSON caused the contract to conceal defendant ROBINSON's exclusive control of P&S by misrepresenting that Individual 1 had signed it on behalf of P&S.

16. Beginning in or about February 2012 through in or about March 2013, Individual 3 performed security work at the NWCDC on a part-time basis. Individual 3 worked two days a week for eight hours, driving between specific locations that were part of the NWCDC properties checking for any vandalism and illegal dumping. With the exception of a few instances where two other individuals received an aggregate payment of approximately \$3,000 for purported security work performed by P&S for the NWCDC, Individual 3 was the only P&S employee who provided any services to the NWCDC.

17. Defendant ROBINSON paid Individual 3 a total of approximately \$30,108.17 for Individual 3's services at the NWCDC. Defendant ROBINSON's payments to Individual 3 insured that Individual 3 would continue to perform part-time work at the NWCDC. This created the false pretense that the NWCDC was receiving equivalent value from P&S pursuant to the contract between P&S and the NWCDC, and therefore made it less likely that defendant ROBINSON's and Brashear's submission and payment of fraudulent and inflated P&S invoices would be scrutinized and discovered. Between in or about February 2012 through in or about April 2013, defendant ROBINSON mailed Individual 3's paychecks to Individual 3's residence in Hillside, New Jersey, which Individual 3 then deposited into Individual 3's bank account.

Defendant ROBINSON Continued to Receive Fraudulent Payments and Provide Concealed Kickbacks to Brashear During 2012 and 2013

18. From in or about February 1, 2012 through in or about March 15, 2013, defendant ROBINSON submitted false invoices to the NWCDC on behalf of P&S that grossly overstated the amount of any work performed. Further, as set forth below, the aggregate amount billed in the invoices every month surpassed the \$5,000 monthly payment specified in the April 2012 contract:

| False and Fraudulent Invoices Submitted by P&S to the NWCDC | |
|--|-------------------------------|
| P&S Invoice Date | P&S Invoice Amount |
| 2/1/2012 | \$7,000 |
| 3/9/2012 | \$7,000 |
| 3/30/2012 | \$9,000 |
| 4/3/2012 | \$5,000 |
| 4/13/2012 | \$8,750 |
| 5/5/2012 | \$5,000 |
| 5/15/2012 | \$6,100 |
| 6/1/2012 | \$5,000 |
| 6/1/2012 | \$5,140 |
| 6/1/2012 | \$5,000 |
| 6/6/2012 | \$7,800 |
| 7/2/2012 | \$8,475 |
| 7/15/2012 | \$11,460 |
| 8/1/2012 | \$6,030 |
| 8/15/2012 | \$11,000 |
| 8/15/2012 | \$8,750 |
| 9/1/2012 | \$7,500 |
| 10/1/2012 | \$8,135 |
| 11/1/2012 | \$8,750 |
| 11/15/2012 | \$9,640 |
| 12/3/2012 | \$6,320 |
| 12/24/2012 | \$9,340 |
| 1/15/2013 | \$9,346.30 |
| 2/1/2013 | \$9,640 |
| 2/5/2013 | \$7,342 |
| 3/15/2013 | \$7,000 |

19. Between in or about February 2012 and in or about March 2013, defendant ROBINSON and Brashear caused the NWCDC to issue checks totaling \$200,130 payable to P&S, by manual process, that Brashear signed and gave to defendant ROBINSON. As set forth below, the aggregate amount of checks written each month to P&S from the NWCDC was:

| NWCDC Check Date to P&S | Aggregate Monthly P&S Checks |
|------------------------------------|---|
| February 2012 | \$7,000 |
| March 2012 | \$7,000 |
| April 2012 | \$22,750 |
| May 2012 | \$11,100 |

| | |
|----------------|------------------|
| June 2012 | \$22,940 |
| July 2012 | \$20,115 |
| August 2012 | \$17,030 |
| September 2012 | \$16,250 |
| October 2012 | \$8,135 |
| November 2012 | \$18,390 |
| December 2012 | \$15,660 |
| January 2013 | \$9,436 |
| February 2013 | \$16,982 |
| March 2013 | \$7,342 |
| TOTAL | \$200,130 |

20. Defendant ROBINSON deposited these checks issued by the NWCDC to P&S into the P&S Bank Account at bank locations in New Jersey. Defendant ROBINSON paid Brashear cash kickbacks from the proceeds of these checks.

21. Over the course of the conspiracy, defendant ROBINSON and Brashear used a number of methods to convert the NWCDC checks to P&S to their own benefit. For example, between in or about March 2010 and in or about May 2013, defendant ROBINSON withdrew approximately \$76,472.78 in cash from the P&S Bank Account through the use of bank tellers at bank branch locations in New Jersey to help fund the cash kickbacks to Brashear. Those kickbacks, which Brashear concealed from the NWCDC, averaged approximately \$3,000 from each P&S check that defendant ROBINSON received from the NWCDC.

22. In addition to the cash withdrawals from the P&S Bank Account, defendant ROBINSON also caused payroll checks totaling approximately \$16,412.02 to be made payable to her from the P&S Bank Account during the period in or about March 20, 2012 through on or about February 1, 2013. Further, defendant ROBINSON caused additional checks totaling approximately \$49,600 to be made payable to her from the P&S Bank Account from in or about April 2010 through on or about May 21, 2013. The memo line of a number of the non-payroll

checks indicated that the payments were for “rent P&S,” even though, P&S did not have any office space. Defendant ROBINSON failed to disclose to the NPD that she was receiving this compensation from P&S although defendant ROBINSON was required to obtain approval to engage in outside employment.

In violation of Title 18, United States Code, Section 1349.

COUNTS 2 and 3
(Mail Fraud)

1. Paragraphs 1 through 3 and 6 through 22 of Count 1 of this Indictment are hereby re-alleged and incorporated as if set forth in full herein.

2. From in or about March 2010 through in or about May 2013, in the District of New Jersey, and elsewhere, defendant

JANELL ROBINSON

Brashear, and others knowingly and intentionally did devise and intend to devise a scheme and artifice to defraud the NWCDC of money and property and the right to Brashear's honest services in the affairs of the NWCDC, by means of materially false and fraudulent pretenses, representations, and promises.

3. The goal of this scheme and artifice to defraud was for defendant ROBINSON, Brashear and others to obtain money from the NWCDC based upon the submission of fraudulent invoices from P&S seeking compensation for services that were either not provided or were in amounts far in excess of the value of any services. In exchange for Brashear's assistance in obtaining the contract for P&S from the NWCDC, and Brashear's approval of the materially false and fraudulent invoices from P&S and payments from NWCDC to P&S, defendant ROBINSON paid a stream of concealed and undisclosed kickbacks to Brashear from the proceeds of the NWCDC's payments to P&S.

4. On or about the dates set forth below, in the District of New Jersey and elsewhere,

for the purpose of executing and attempting to execute this scheme and artifice to defraud, defendant

JANELL ROBINSON

and others knowingly and intentionally placed and caused to be placed in a post office and authorized depository for mail matter, and caused to be delivered to Individual 3 certain mail matter as described below, to be sent and delivered by the United State Postal Service, as listed below:

| COUNT | APPROXIMATE DATE OF MAILING | MAILING |
|--------------|------------------------------------|--|
| 2 | March 15 through April 1, 2013 | Check from P&S in the amount of \$958.80 |
| 3 | March 29 through April 20, 2013 | Check from P&S in the amount of \$958.80 |

In violation of Title 18, United States Code, Sections 1341 and 1346 and Section 2.

COUNT 4

(Conspiracy to Commit Extortion Under Color of Official Right Affecting Commerce)

1. Paragraphs 1 and 2 and 6 through 22 of Count 1 of this Indictment are hereby re-alleged and incorporated as if set forth in full herein.

2. At all times relevant to Count 4 of this Indictment, the NWCDC and P&S were businesses engaged in interstate commerce.

3. From in or about March 2010 through in or about May 2013, in Essex County, in the District of New Jersey, and elsewhere, defendant

JANELL ROBINSON

did knowingly and intentionally conspire and agree with Brashear and others to obstruct, delay and affect interstate commerce by extortion under color of official right - that is, causing Brashear to receive kickbacks in exchange for Brashear's official assistance and action in NWCDC matters.

4. The goal of the conspiracy was for Brashear to obtain kickbacks through defendant ROBINSON. In exchange for Brashear's assistance in obtaining a contract for P&S from the NWCDC, and Brashear's approval of the materially false and fraudulent invoices from P&S and payments from the NWCDC to P&S, defendant ROBINSON gave a stream of concealed and undisclosed kickbacks to Brashear from the proceeds of the NWCDC's payments to P&S that were obtained through fraud.

In violation of Title 18, United States Code, Section 1951(a).

FORFEITURE ALLEGATION

1. The allegations contained in all paragraphs of this Indictment are hereby realleged and incorporated by reference for the purpose of noticing forfeiture pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c).

2. As a result of committing the aforementioned offenses in violation of Title 18, United States Code, Sections 1341, 1349 and 1951(a), charged in Counts 1 through 4 of this Indictment, defendant JANELL ROBINSON shall forfeit to the United States, pursuant to 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c), all property, real and personal, that constituted and was derived from proceeds traceable to the commission of the offenses, totaling approximately \$289,130.

3. If any of the above-described forfeitable property, as a result of any act or omission of defendant ROBINSON:

- (1) cannot be located upon the exercise of due diligence;
- (2) has been transferred or sold to, or deposited with, a third party;
- (3) has been placed beyond the jurisdiction of the court;
- (4) has been substantially diminished in value; or
- (5) has been commingled with other property which cannot be divided without difficulty;

it is the intent of the United States, pursuant to Title 21, United States Code, Section 853(p), to seek forfeiture of any other property of defendant ROBINSON up to the value of the above forfeitable property.

Pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28,

United States Code, Section 2461(c).

A TRUE BILL,

FOREPERSON

CRAIG CARPENITO
United States Attorney