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UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY

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UNITED STATES OF AMERICA : **CRIMINAL COMPLAINT**

v. : Mag. No. 12-7014

BENNIE H. HAYNES

:

I, Edwin Morales, the undersigned complainant being duly sworn, state the following is true and correct to the best of my knowledge and belief. From at least on or about June 20, 2011, through on or about October 19, 2011, in Somerset County in the District of New Jersey, and elsewhere, the defendant, BENNIE HAYNES, and others known and unknown:

SEE ATTACHMENT A

I further state that I am a Special Agent with the Office of Inspector General of the United States Postal Service, and that this complaint is based on the following facts:

SEE ATTACHMENT B

continued on the attached page and made a part hereof.



Edwin Morales, Special Agent  
Office of Inspector General  
United States Postal Service

Sworn to before me and subscribed in my presence,  
January 23, 2012 at Newark, New Jersey

HONORABLE CATHY WALDOR  
UNITED STATES MAGISTRATE JUDGE



Signature of Judicial Officer

**ATTACHMENT A**

**COUNT 1**

did knowingly and willfully convert to his use and the use of others, and without authority, sell, convey and dispose of a thing of value of the United States, namely United States Treasury checks.

In violation of Title 18, United States Code, Section 641.

## **COUNT 2**

as an employee of the United States, or any department, agency or branch of government thereof, namely the United States Postal Service, did knowingly and corruptly demand, seek, receive, accept, and agree to receive and accept, approximately \$3000 for his personal benefit, in return for being influenced to commit, and aid in committing, and colluding in, and allowing a fraud, and making an opportunity for the commission of a fraud, on the United States, in return for being induced to do an act in violation of his official duties.

In violation of Title 18, United States Code, Section 201(b)(2)(B) and (b)(2)(C) and Section 2.

### **COUNT 3**

as an employee of the United States, or any department, agency or branch of government thereof, namely the United States Postal Service, did knowingly and willfully embezzle mail entrusted to him, which came into his possession intended to be conveyed by mail, and carried and delivered by any carrier, messenger, agent, or other person employed in any department of the Postal Service, and forwarded through or delivered from any post office or station thereof established by the authority of the Postmaster General or of the Postal Service; and did knowingly and willfully steal, abstract and remove from such mail articles contained therein.

In violation of Title 18, United States Code, Section 1709.

## **ATTACHMENT B**

I, Edwin Morales, am a Special Agent with the Office of Inspector General of the United States Postal Service. Based upon my investigation and my discussions with other individuals involved in this investigation, I have knowledge of the facts set forth below. Because this affidavit is being submitted for the limited purpose of establishing probable cause, I have not included every detail of the investigation. Unless specifically indicated, all conversations and statements described in this affidavit are related in substance and in part. All contacts referenced herein were recorded, except where otherwise indicated.

### **Background**

1. At all times relevant to this Complaint, the defendant, BENNIE HAYNES, was employed by the United States Postal Service as a mail carrier. As such, he is an employee of the United States, or any department, agency or branch of Government thereof, and thus a "public official," as defined in 18 U.S.C. § 201(a)(1). His official duties include, but are not limited to, *inter alia*, delivering mail along an assigned route in Somerset, New Jersey.

2. At all times relevant to this Complaint, an undercover law enforcement agent (hereinafter "UC"), purported to be engaged in a scheme to obtain income tax refund checks that were generated through the filing of materially false and fraudulent individual income tax returns with the IRS, and to use the resulting illicit proceeds for personal benefit. As represented by UC, UC was interested in obtaining addresses to utilize in connection with the filing of fraudulent tax returns, so that refund checks resulting from those tax filings could be diverted from the mail stream and obtained by UC, rather than delivered to the address indicated on the filings.

### **The Fraudulent Scheme**

3. In exchange for payment, BENNIE HAYNES agreed to participate in the fraudulent scheme by: (a) providing to UC addresses located along his mail route to be used in connection with the filing of false tax returns; and (b) diverting the resulting tax refund checks from the mail stream to UC.

### **Meeting 1**

4. On or about June 20, 2011, defendant BENNIE HAYNES, while delivering mail on his regular mail route in Somerset, New Jersey, met with UC. During that consensually recorded meeting ("Meeting 1"), UC represented to Haynes that UC was a participant in a scheme involving the preparation of fraudulent income tax returns, which would generate tax refunds that would be mailed to the purported filers of those tax returns.

5. BENNIE HAYNES, in exchange for payment, agreed to: (a) provide UC with a list of addresses to which the fraudulently obtained refund checks could be mailed; and (b) divert the refund checks from the mail stream and deliver them to UC.

6. BENNIE HAYNES requested that UC pay him \$500 per refund check diverted from the mail stream, which BENNIE HAYNES admitted he had received for his participation in a similar scheme in the past. After negotiating the price he would be paid per refund check, BENNIE HAYNES agreed to supply a list of ten (10) addresses to UC for the purpose of using those addresses in connection with fraudulent tax filings, and told UC that it would take him several days to get the addresses.

7. HAYNES and UC agreed that BENNIE HAYNES would accept \$50 as an initial payment from UC, in exchange for his supplying a list of addresses.

8. BENNIE HAYNES and UC agreed that the \$50 initial payment would be deducted from any future payments accepted by HAYNES, which he would receive upon delivery of refund checks diverted from his mail route. At the conclusion of Meeting 1, BENNIE HAYNES and UC made arrangements to meet in several days, so that BENNIE HAYNES could obtain and provide the list of addresses to UC.

### **Meeting 2**

9. On or about June 28, 2011, BENNIE HAYNES again met UC on his mail route in Somerset, New Jersey. The meeting was consensually recorded. During the June 28 meeting ("Meeting 2"), BENNIE HAYNES further negotiated the price he was willing to accept for each refund check addressed to an address on his mail route, which he agreed to remove from the mail stream and deliver to UC. BENNIE HAYNES also instructed UC in what denomination he wished to be paid – namely \$20 and \$50 bills.

10. BENNIE HAYNES, based on his admitted prior involvement in a similar scheme, cautioned UC against timing the filing of returns such that too many refund checks would be issued at the same time for delivery along his mail route.

11. In exchange for payment, BENNIE HAYNES provided UC with a list of twenty (20) addresses located on his mail route in Somerset, New Jersey.

12. BENNIE HAYNES accepted \$50.00 during Meeting 2, in exchange for supplying the list of twenty addresses on his route to be used in connection with the fraudulent tax filings.

13. BENNIE HAYNES gave UC a mobile telephone number at which to contact him, and told UC that he had obtained that phone for the express purpose of communicating with UC.

### **Meeting 3**

14. On or about September 14, 2011, BENNIE HAYNES and UC met in or around Somerset, New Jersey, after HAYNES had finished working ("Meeting 3").

15. During that consensually recorded meeting, BENNIE HAYNES provided to UC five (5) IRS tax refund checks, which had been addressed to residences along his mail route, but to individuals who did not live at the listed addresses (the "Refund Checks"). The Refund

Checks were addressed to addresses that were among the twenty addresses that BENNIE HAYNES had earlier supplied to UC in exchange for payment.

16. BENNIE HAYNES had diverted the Refund Checks from the mail stream, in contravention of his official duties, in order to deliver them to UC.

17. In exchange for delivering the Refund Checks to UC, BENNIE HAYNES accepted and/or received \$1450.00 in cash, in the denominations referenced in paragraph 9 above, as requested by HAYNES.

#### **Meeting 4**

18. On October 19, 2011, BENNIE HAYNES again met with UC at a location in Somerset, New Jersey ("Meeting 4"). During that consensually recorded meeting, BENNIE HAYNES delivered to UC an additional five (5) tax refund checks ("Refund Checks 2"). Refund Checks 2 were addressed to individuals that matched names that UC had told BENNIE HAYNES had been purchased for use in the fraudulent tax filing scheme. Refund Checks 2 were also addressed to addresses on the list that BENNIE HAYNES had supplied to UC in exchange for payment.

19. Also during Meeting 4, BENNIE HAYNES provided UC with a list of fifteen (15) additional addresses on his mail route, to be used in connection with further fraudulent tax filings.

20. In exchange for delivering Refund Checks 2 and the new list of addresses, BENNIE HAYNES accepted and/or received \$1500.00 from UC.