UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA	**:**	**HON. RONALD J. HEDGES**
	:	
v.	**:**	**Magistrate No. 06-6061**
	:	
KEITH DACOSTA	**:**	**COMPLAINT**

I, the undersigned complainant, being duly sworn, state the following is true and correct to the best of my knowledge and belief: SEE ATTACHMENT A.

I further state that I am a Special Agent of the Federal Bureau of Investigation and that this complaint is based on the following facts: SEE ATTACHMENT B.

Jennifer N. Schick
Special Agent
Federal Bureau of Investigation

Sworn to before me and subscribed in my presence,

April 12, 2006 at Newark, New Jersey

HONORABLE RONALD J. HEDGES
United States Magistrate Judge

Signature of Judicial Officer

ATTACHMENT A

From in or about March 2001, to in or about February 2004, in Essex County, in the District of New Jersey, and elsewhere, defendant

KEITH DACOSTA

did knowingly and willfully devise and intend to devise a scheme and artifice to defraud and to obtain money and property by means of materially false and fraudulent pretenses, representations and promises, and to knowingly and willfully transmit and cause to be transmitted by means of wire communications in interstate commerce writings, signs, signals and sounds for the purpose of executing such scheme and artifice to defraud, including a wire transmission on or about April 30, 2001, from Newark, New Jersey, to Jacksonville, Florida.

In violation of Title 18, United States Code, Sections 1343 and 2.

ATTACHMENT B

I, Jennifer N. Schick, a Special Agent with the Federal Bureau of Investigation, having conducted an investigation, am aware of the following facts:

1. At all times relevant to this Complaint:

(a) The 100 Black Men of New Jersey (the "100BMNJ") was a non-profit, charitable organization operating in New Jersey. The mission of this social services organization was to improve the quality of life and enhance the educational opportunities for African-Americans. The 100BMNJ was funded by various grants, memberships, and fundraisers.

(b) Defendant KEITH DACOSTA was Executive Vice-President of the 100BMNJ. As set forth in Article VIII of the By-Laws of 100BMNJ, this was an unpaid, volunteer position.

(c) The 100BMNJ was a chapter of a national organization known as the 100 Black Men of America, Inc. (the "100BMA"). The national chapter has regional affiliates throughout the United States, including a chapter in Atlanta known as the 100 Black Men of Atlanta, Inc. As Executive Vice-President of the 100BMNJ, defendant KEITH DACOSTA had no authorization to contract for, or otherwise engage in transactions on behalf of, 100 Black Men of Atlanta, Inc.

(d) According to the By-Laws of 100BMNJ, defendant KEITH DACOSTA's duties as the Executive Vice-President of the 100BMNJ included: (1) assuming the duties and powers of the President when the President was not available; (2) serving as Chairman of the Executive Committee, which was responsible for setting meeting agendas, hearing appeals and complaints, advising the Board of Directors, and acting in crisis or emergencies for the organization; (3) supervising other Committee chairs; and (4) establishing programs to meet the mission of the

organization.

(e) In addition to holding the position of Executive Vice-President of the 100BMNJ, defendant KEITH DACOSTA owned and operated a for-profit home health services company, No Barriers Home HealthCare Services, Inc. ("No Barriers"). Among other services, No Barriers provided home nursing services to individuals in need of healthcare.

(f) An individual referred to herein as "Individual 1" was a salesperson with a leasing company in New Jersey, referred to herein as "Leasing Co." Leasing Co., among other things, negotiated leases for office equipment on behalf of 100BMNJ, No Barriers and other organizations, and obtained rebates for those organizations in connection with those leases.

THE SCHEME TO DEFRAUD 100BMNJ

2. A review of business and bank records and witness interviews establishes that defendant KEITH DACOSTA abused his position as Executive Vice-President of the 100BMNJ in order to fraudulently obtain money and property to which he was not entitled. More specifically, defendant KEITH DACOSTA improperly: (A) used the name and credit of the 100BMNJ and affiliated organizations to lease and otherwise obtain property for personal ventures; and (B) took money from the bank accounts of 100BMNJ and other affiliated entities for his personal benefit.

A. IMPROPER LEASES

3. During March and April 2001, defendant KEITH DACOSTA negotiated leases of office equipment on behalf of the 100BMNJ and his personal business, No Barriers. Business records show that, in negotiating and executing these lease agreements, defendant KEITH

DACOSTA fraudulently commingled No Barriers equipment and debts with the equipment and money intended for the 100BMNJ. In other words, defendant KEITH DACOSTA used the credit of the 100BMNJ to secure equipment for, and pay off existing debts of, No Barriers, causing the 100BMNJ and associated entities to incur liabilities that did not belong to the organizations. Defendant KEITH DACOSTA negotiated each of these leases through Individual 1 at Leasing Co. The value of the three leases is approximately $126,000.

(i) The First March 29, 2001 Lease ("Lease One")

4. A review of the records associated with the leases shows that after No Barriers was rejected for a lease due to its poor credit rating, defendant KEITH DACOSTA used the 100BMNJ's credit to secure a lease from GE Capital on or about March 29, 2001 ("Lease One"). Pursuant to Lease One, on or about April 12, 2001, the 100BMNJ received a new copier system and a rebate check for $52,754.88. According to the Lease One agreement, $30,575 of the rebate check was used to settle a No Barriers debt on office equipment that No Barriers leased in 1999. At the time, the No Barriers lease was in default. The 100BMNJ had no interest in the No Barriers lease that was being discharged. The remainder of the rebate check, approximately $22,179 was used to pay for two 100BMNJ office equipment leases.

5. The 100BMNJ's By-Laws provided in Article IX that "[t]he Officers, Directors and members of the Corporation may, after full disclosure to the general membership at the following general body meeting, be interested indirectly or directly in any contract relating to or incidental to the operations by the Corporation." (emphasis added). The By-Laws further provided that "[a]ny contract, transactions or act on behalf of the Corporation in the manner in which the members, Directors or Officers are personally interested . . . shall be fully disclosed

and conducted at arms length." (emphasis added).

6. Minutes and documents from the 100BMNJ Board of Directors reflect that Lease One was presented to the Board at a meeting on or about May 8, 2001. Documents associated with the Board presentation reflect that the $30,575 payoff of the No Barriers lease was not properly disclosed and instead was falsely described as a payment to Leasing Co. Board meeting minutes reflect that defendant KEITH DACOSTA was present during this presentation and did not clarify that the money from the rebate check was in fact being used to payoff a debt of defendant KEITH DACOSTA's company. Also, bank records show that a check in the amount of $30,575 was paid from the 100BMNJ account to CIT Leasing, the leasing company involved with the No Barriers lease.

(ii) The Second March 29, 2001 Lease ("Lease Two")

7. On or about March 29, 2001, defendant KEITH DACOSTA entered into a second lease ("Lease Two") with Fleet Capital Leasing. On Lease Two, defendant KEITH DACOSTA inappropriately applied for, and received, credit in the name of the 100 Black Men of Atlanta, Inc., although he had no authority to bind that organization or otherwise act on its behalf. As a part of Lease Two, No Barriers received a new copier system and a rebate check, made out to No Barriers, for $47,589.35. According to the lease agreement, three No Barriers debts were to be paid with the money from the rebate check, one for $38,000, one for $10,000 and another for $2,139.35. Again, at the time, each of these No Barriers leases was in default, and neither the 100BMNJ nor the 100 Black Men of Atlanta had any interest in the No Barriers' debts being paid with the rebate check.

8. Also included to be paid from the second rebate check was $5,450 to "Company A,"

an entity controlled by Individual 1 The investigation has revealed, however, that this payment was not part of Individual 1's legitimate employment with Leasing Co. and instead was pursuant to a side agreement between Individual 1 and defendant KEITH DACOSTA for their benefit.

(iii) The April 27, 2001 Lease ("Lease Three")

9. On or about April 27, 2001, defendant KEITH DACOSTA entered into a lease for office equipment with Citicorp Vendor Finance, Inc. ("Lease Three"). For purposes of securing Lease Three, defendant KEITH DACOSTA again inappropriately used the credit of the 100 Black Men of Atlanta, Inc. This lease called for the 100BMNJ to receive another copier system and a check for $51,000, which was to be used by the 100BMNJ to purchase computers and software. Bank records show, however, that the $51,000 rebate check was instead issued to No Barriers, not to the 100BMNJ, and was deposited into the No Barriers bank account. Bank records further show that the funds from that check were used to pay No Barrier expenses, which were not associated with the 100BMNJ. The lease agreement also provided $5,000 would go to Company A, the company controlled by Individual 1, for "consulting." The investigation has revealed that this $5,000 payment was not part of Individual 1's legitimate employment with Leasing Co. and instead was pursuant to a side agreement between Individual 1 and defendant KEITH DACOSTA for their benefit.

B. MISUSE OF FUNDS

10. The evidence further shows that defendant KEITH DACOSTA continued to defraud the 100BMNJ in 2002 and 2003, by misusing more than $30,000 from two separate bank accounts associated with the 100BMNJ and an affiliate organization for his own personal

benefit. These bank accounts, both at PNC Bank in New Jersey, were: (1) the 100BMNJ's Prostate Cancer Account (the "Prostate Cancer Account"); and (2) the Cancer Community Resources, Inc. ("CCR") Account (the "CCR Account").

(i) Misuse of Funds from the Prostate Cancer Account

11. Sometime prior to 2002, Keith DaCosta became the chair of the Prostate Cancer Committee within the 100BMNJ. The goal of the committee's Prostate Cancer Initiative was to educate African-American men about the danger of prostate cancer and to provide programs for screenings and referrals. According to the 100BMNJ, the Prostate Cancer Account was opened to handle the finances associated with the Prostate Cancer Initiative. The Prostate Cancer Account was funded by grants and other donations.

12. The Prostate Cancer Account was opened at PNC Bank on or about June 22, 2002, and defendant KEITH DACOSTA was a signatory on the account. As chair of the Prostate Cancer Committee, defendant KEITH DACOSTA was responsible, in part, for the management of the money in the Prostate Cancer Account.

13. Bank records reflect that, in or about November 2002, defendant KEITH DACOSTA began using money deposited into the Prostate Cancer Account for his personal benefit. The records show that defendant KEITH DACOSTA withdrew the money for his personal use through ATM withdrawals and check-card purchases. Some of the fraudulent activities during the months of November and December 2002 are as follows:

DATE	ACTIVITY	AMOUNT
November 5	ATM withdrawal	$400.00
November 6	Panera Bread	$70.80
November 12	ATM withdrawal	$360.00
November 12	Wyndham Hotel	$66.36
November 14	ATM withdrawal	$60.00
November 18	ATM withdrawal	$140.00
November 18	Soho On George	$93.15
November 18	Drug Fair	$20.00
December 10	ATM withdrawal	$100.00
December 11	ATM withdrawal	$60.00
December 11	Paging Source	$37.10
December 12	Gleason Cleaners	$53.52
December 16	Radio Shack	$72.66
December 20	ATM withdrawal	$400.00
December 23	ATM withdrawal	$400.00
December 23	Trump Plaza Hotel	$239.89
December 26	Marriott Hotel	$371.09
December 26	Marriott Hotel	$361.66
December 26	West Coast Video	$19.88
December 30	ATM withdrawal	$100.00

The bank records further reflect that several of the above described transactions occurred outside of New Jersey. For instance, the December 16, 2002 transaction at Radio Shack was in Denver, Colorado. Additionally, the December 23, 2002 ATM withdrawal and the December 26, 2002

Marriott charges occurred in Detroit, Michigan. Interstate wire communications were made and caused to be made pertaining to each of these transactions.

(ii) Misuse of Funds from the CCR Account

14. A review of bank records shows that defendant KEITH DACOSTA continued to use 100BMNJ money for his personal benefit in 2003.

15. In or about June 2003, defendant KEITH DACOSTA, along with several other members of the 100BMNJ, started CCR to implement certain programs associated with the Prostate Cancer Initiative. The CCR Account was opened at PNC Bank on or about June 22, 2002, and defendant KEITH DACOSTA was a signatory on the account. As Chairman of the Board of Trustees of CCR, defendant KEITH DACOSTA was responsible, in part, for the management of the money in the Prostate Cancer Account.

16. As with Officers and Board Members of the 100BMNJ, CCR Trustees were not paid a salary. The CCR By-Laws, Article V, Section 9, provided that "Trustees as such shall not receive any remuneration for their services except as the Board of Trustees may authorize by a majority vote at any meeting." Article VI, Section 10, of the By-Laws provided similarly that Officers were not entitled to compensation except as authorized by the Board of Trustees.

17. From sometime in July 2003, until approximately January 2004, defendant KEITH DACOSTA used funds deposited into the CCR Account for his personal benefit. Bank records reflect that defendant KEITH DACOSTA withdrew the money for his personal use through checks, ATM withdrawals and check card purchases. Some of the fraudulent activity for the months of July and August 2003 are as follows:

DATE	ACTIVITY	AMOUNT
July 18	ATM withdrawal	$475.00
July 28	Check to DaCosta	$600.00
July 28	Diamond Auto Glass	$165.00
July 28	Shoe Service	$50.00
July 29	Home Depot	$25.61
July 29	Check to DaCosta	$1,400.00
August 4	Check to DaCosta	$1,200.00
August 4	ATM withdrawal	$500.00
August 4	ATM withdrawal	$500.00
August 7	ATM withdrawal	$200.00
August 8	Hilton Gateway Hotel	$279.72
August 11	Shoe Purchase	$275.00
August 19	Check to DaCosta	$600.00
August 21	ATM withdrawal	$100.00
August 25	Check to DaCosta	$1,200.00
August 28	ATM withdrawal	$60.00
August 29	ATM withdrawal	$400.00

PNC Bank records reflect that defendant KEITH DACOSTA used the money in the CCR Account in a similar fashion until approximately January 2004. A review of these bank records reflects that defendant KEITH DACOSTA diverted approximately $22,000 from the CCR Account for his personal benefit. Bank records further reflect that defendant KEITH DACOSTA's fraudulent use of the check card for the CCR account extended to states other than New Jersey. For example, on or about October 14, 2003, DaCosta used the check card to make

purchases for his personal benefit at Mrs. Dewson's Hats in San Francisco, California in the amount of $374.33. Interstate wire communications were made and caused to be made pertaining to each of these transactions.

C. INTERSTATE WIRE COMMUNICATIONS

18. In furtherance of the scheme to defraud the 100BMNJ, defendant KEITH DACOSTA sent and caused to be sent numerous interstate wire communications, including facsimile transmissions, telephone calls and electronic transfers of funds. Some of these wire communications were transmitted into and out of the District of New Jersey.

19. For example, on or about April 30, 2001, during the negotiation of the payoff of a No Barriers debt using funds from Lease One, Individual 1 faxed a copy of a check and signed settlement agreement from Newark, New Jersey, to CIT in Jacksonville, Florida. Also, Individual 1 negotiated the lease agreement for Lease Two via facsimile transmissions between Newark, New Jersey, and Fleet Leasing Corporation in Troy, Michigan from in or about March 2001, to in or about April 2001. Moreover, defendant KEITH DACOSTA's misuse of the Prostate Cancer Account and CCR Account at PNC bank resulted in interstate wire communications pertaining to his purchases and withdrawals of funds from those New Jersey based accounts, such as an ATM withdrawal in Detroit, Michigan, on or about December 23, 2002 (Prostate Cancer Account), and a check-card purchase at Mrs. Dewson's Hats in San Francisco, California, on or about October 14, 2003 (CCR Account).

20. As a result of his fraudulent activity pertaining to the three leases and two bank accounts, defendant KEITH DACOSTA defrauded 100BMNJ and affiliated organizations of more than $156,000.