
**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

UNITED STATES OF AMERICA

v.

ROBERT NAPOLITANO

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Mag. No. 14- 8027

CRIMINAL COMPLAINT

I, Edgar Koby, being duly sworn, state the following is true and correct to the best of my knowledge and belief. From at least in or about October 2011 to in or about June 2013, in the District of New Jersey and elsewhere, defendant

ROBERT NAPOLITANO

did knowingly and intentionally devise and intend to devise a scheme and artifice to defraud the New Jersey Turnpike Authority ("NJTA") and certain insurance companies and to obtain money and property by means of materially false and fraudulent pretenses, representations and promises and did execute and attempt to execute this scheme through the use of the U.S. mails.

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

I further state that I am a Special Agent with the Federal Bureau of Investigation, and that this complaint is based on the following facts:

SEE ATTACHMENT A

continued on the attached page and made a part hereof.

Edgar W. Koby Jr., Special Agent
Federal Bureau of Investigation

Sworn to before me and subscribed in my presence,
February 19, 2014, at Newark, New Jersey
HONORABLE MADELINE COX ARLEO
UNITED STATES MAGISTRATE JUDGE



Signature of Judicial Officer

ATTACHMENT A

1. I, Edgar Koby, am a Special Agent with the Federal Bureau of Investigation (“FBI”). I have held this position since June 1999. I have been involved in this investigation of fraud and other offenses. I am fully familiar with the facts and circumstances set forth herein based on my own investigation, my conversations with law enforcement officers, and my examination of reports, documents, and items of evidence, including recordings. Because this Attachment A is submitted for the limited purpose of establishing probable cause, I have not included herein the details of every aspect of this investigation. Statements attributable to individuals contained in this attachment are related in substance and in part, except where otherwise indicated

2. At all times relevant to this complaint:
 - (A) Defendant Robert Napolitano (defendant “Napolitano”) owned Dawn to Dusk LLC (“Dawn to Dusk”) which was a New Jersey based insurance adjusting company whose main business was to investigate and provide adjusting services to property and casualty insurance carriers in New Jersey.

 - (B) The New Jersey Turnpike Authority (the “NJTA”) was an agency of the State of New Jersey whose primary mission was to construct, maintain, repair, and operate the New Jersey Turnpike, and other New Jersey roadways, to fix and establish tolls, and to issue revenue bonds and notes.

 - (C) Gerardo Blasi (“Blasi”) was employed by the NJTA as a claims manager. As a claims manager, Blasi’s responsibilities included, but were not limited to, dealing with the insurance companies of motorists who caused damage to property belonging to the NJTA. In Blasi’s interactions with the insurance companies, he regularly would provide them with the necessary paperwork to establish that damage had been done to New Jersey Turnpike property, the cost to repair the damage, and proof that the damage was caused by the motorist insured by the particular insurance company. Upon submitting that paperwork to the insurance company, he would attempt to collect the cost of the repairs from the insurance company. Blasi also had the authority to negotiate a settlement for a lesser amount.

3. According to law enforcement’s investigation, in or about October, 2011, defendant Napolitano entered an agreement with Blasi in which Dawn to Dusk would investigate accidents on the New Jersey Turnpike and determine the cost of the repairs. Defendant Napolitano and Blasi reached this agreement without ever obtaining permission from the NJTA to do so. Included in the types accidents that defendant Napolitano, on behalf of Blasi and the NJTA, investigated without the NJTA’s permission, were those in which the motorist who caused the accident died. In these situations, defendant Napolitano and Blasi took advantage of a change in NJTA policy where the NJTA had decided that it would no longer attempt to recover on damages caused by motorists who died from accidents on the New Jersey Turnpike. After defendant Napolitano determined the cost to repair the damage done to the New Jersey Turnpike by the motorist, defendant Napolitano would submit the cost to the insured motorists’ particular insurance company on behalf of the NJTA and request that payment be sent to Dawn to Dusk. After that insurance

company agreed to pay the cost of repairs, the insurance company would issue a check made payable to defendant Napolitano's company, Dawn to Dusk, for the cost of repairs. For several of these claims which Dawn to Dusk collected on behalf of the NJTA but without the permission of the NJTA, Dawn to Dusk never sent the proceeds to the NJTA.

4. For example, on or about October 8, 2011, a check was mailed from a nationwide insurance company to defendant Napolitano in New Jersey. This check listed the claimant as the NJTA and it was made payable to Dawn to Dusk in the amount of \$25,000 referencing a claim number ending with the numbers 1016 (the "1016 claim"). Defendant Napolitano received this check via the mail and deposited it in a Dawn to Dusk bank account in New Jersey. However, the investigation revealed that the NJTA never gave defendant Napolitano authority to collect this claim on its behalf and the NJTA has no record of ever receiving any payment for the damage done to the New Jersey Turnpike filed under the 1016 claim.
5. On or about October 24, 2011, a check was mailed from a nationwide insurance company to defendant Napolitano in New Jersey. This check listed the claimant as the NJTA and it was made payable to Dawn to Dusk in the amount of \$75,000 referencing a claim number ending with the numbers 8844 (the "8844 claim"). Napolitano received the check via the mail and deposited it in a Dawn to Dusk bank account in New Jersey. However, the investigation revealed that the NJTA never received payment from anyone including Dawn to Dusk for the damage done to the New Jersey Turnpike filed under the 8844 claim and the NJTA never gave defendant Napolitano permission to accept any money on behalf of the NJTA.
6. On or about January 13, 2012, a check was mailed from a nationwide insurance company to defendant Napolitano in New Jersey. This check listed the claimant as the NJTA and it was made payable to Dawn to Dusk in the amount of \$130,000 referencing a claim number ending with the numbers 1001 (the "1001 claim"). Defendant Napolitano received this check via the mail and deposited it in a Dawn to Dusk bank account in New Jersey, however, he never received permission from the NJTA. Also, the NJTA has no record of ever receiving any payment for the damage done to the New Jersey Turnpike filed under the 1001 claim.
7. Law enforcement's review of Dawn to Dusk's bank records revealed that from on or about October 8, 2011 until on or about June 1, 2013, no checks issued from that account were made payable to the NJTA for the 1016, 8844 or 1001 claims.