

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA : Criminal No. 14-
 :
 v. : 18 U.S.C. § 666(a)(2) and § 2
 :
 RAYMOND RAPUANO : I N F O R M A T I O N

The defendant having waived in open court prosecution by Indictment, the United States Attorney for the District of New Jersey charges:

1. At all times relevant to this Information:
 - a. Defendant RAYMOND RAPUANO ("RAPUANO") worked for RA Landscape & Design ("RA"), in addition to having a full-time position at a hospital in Union County, New Jersey.
 - b. New Jersey Transit ("NJT") was a state government agency that served as New Jersey's public transportation service. NJT received federal funds assistance in excess of \$10,000 in calendar years 2008, 2009, 2010, 2011 and 2012.
 - c. There was a witness who was cooperating with the federal authorities ("CW1") who pleaded guilty to conspiracy to commit mail fraud in or about November 2013 and who was a vendor who did business with NJT.
 - d. There was a witness who was cooperating with the federal authorities ("CW2"), who worked for NJT. CW2 began cooperating with federal authorities in or about April 2012, after CW2 was recorded participating in a bribery and mail fraud scheme with CW1.
 - e. There was a supervisor with NJT (the "NJT Supervisor").

2. Prior to March 30, 2012, RAPUANO had provided to CW2 at least \$3,500 in bribe payments for the purpose of obtaining work for RA from NJT.

3. On or about March 30, 2012, during a meeting between RAPUANO and CW1 in Berkeley Heights, New Jersey, RAPUANO informed CW1 that he "definitely want[ed] landscaping," referring to his desire to obtain landscaping work from NJT. RAPUANO further told CW1 to tell CW2 to "write some numbers, put 'em in, see what deal comes, and I'll meet with [CW2] somewhere," referring to RAPUANO's willingness to pay CW2 if CW2 helped RAPUANO secure NJT landscaping work for RA.

4. On or about April 5, 2012, during a meeting in Hazlet, New Jersey, among RAPUANO, CW1, and CW2, RAPUANO indicated that he was willing to pay CW2's "man," referring to a person who RAPUANO believed to be an NJT employee with decision-making power regarding what companies were awarded NJT work, "13%" of the value of NJT work awarded to RA.

5. On or about April 30, 2012, in Princeton, New Jersey, RAPUANO met with CW2 and the NJT Supervisor to discuss, among other things, landscaping work to be completed by RA. RAPUANO was informed by the NJT Supervisor that NJT had "up to twenty-two thousand" dollars "to spend" on the landscaping that RA would provide. The NJT Supervisor recommended that RAPUANO bill NJT for the landscaping in two separate invoices for "eleven each month," meaning \$11,000 each

month. The NJT Supervisor further stated that the NJT Supervisor "need[ed] to get this done because eventually . . . [NJT was] gonna put this out to bid, and then its gonna go to the lowest bidder."

6. On or about May 18, 2012, RAPUANO met with CW2 in Union, New Jersey, and provided CW2 with \$500 as a partial cash payment for the NJT work referenced in paragraph 5 of this Information. CW2 indicated that RAPUANO still owed CW2 \$2,300, which represented the remainder of the "13%" of the \$22,000.

7. On or about June 7, 2012, RAPUANO, a relative of RAPUANO ("Rapuano's relative") and CW2 met in Sayreville, New Jersey. RAPUANO provided CW2 \$500 in cash as a partial payment for the NJT work referenced in paragraph 5 of this Information. RAPUANO was informed by CW2: "It was 28, you gave me 5, it's 23, now it's gonna be 18," indicating that RAPUANO still owed CW2 \$1,800, which represented the remainder of the 13% of \$22,000. RAPUANO disagreed, insisting that 13% of \$22,000 was only \$2,300.

8. On or about July 23, 2012, RAPUANO, Rapuano's relative and CW2 met in Union, New Jersey. RAPUANO gave CW2 a \$1,500 cash payment for the NJT work referenced in paragraph 5 of this Information. As RAPUANO handed CW2 the money, RAPUANO stated "put this in your pocket. Don't even count it, it's there, believe me."

9. From in or about March 2012 to in or about July 2012, in Union, Middlesex, Monmouth and Mercer Counties, in the District of New Jersey, and elsewhere, defendant

RAYMOND RAPUANO

did knowingly and corruptly give, offer, and agree to give things of value to agents of a State government agency, with the intent to influence and reward the agents, in connection with a business, transaction and series of transactions of such agency involving a thing of value of \$5,000 and more.

In violation of Title 18, United States Code, Section 666(a)(2) and Section 2.

Paul J. Fishman/rah

PAUL J. FISHMAN
UNITED STATES ATTORNEY

CASE NUMBER: _____

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INFORMATION FOR

Title 18, United States Code, Sections 666(a)(2) and 2

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