

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA : Hon.
 :
 v. : Criminal No. 16-
 :
 ROBERT E. BANKS : 18 U.S.C. §§ 371 and 981(a)(1)(C)
 : 28 U.S.C. § 2461

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 ROBERT E. BANKS (“defendant BANKS”) was a Carpenter and Locksmith in the Maintenance Department of the Plainfield Board of Education in Plainfield, New Jersey (“Plainfield BOE”) and was responsible for purchasing supplies from vendors.
 - b. Bayway Lumber was a privately-owned corporation with its principal offices located in Linden, New Jersey. Bayway Lumber sold commercial and industrial products, including hardware, lumber, and other equipment, to both public and private entities, in New York, New Jersey, Pennsylvania, and elsewhere. From at least in or about 2007 to at least in or about 2015, Bayway Lumber had contracts with Plainfield BOE to provide various products at specified discounts from the manufacturers’ listed prices.

The Conspiracy to Commit Mail and Wire Fraud

2. From at least in or about 2007 to in or about September 2015, in Union County, in the District of New Jersey, and elsewhere, defendant

ROBERT E. BANKS,

and others, did knowingly and intentionally combine, conspire, confederate and agree to commit offenses against the United States, namely, to devise a scheme and artifice to defraud, and to obtain money and property from the Plainfield BOE by means of materially false and fraudulent pretenses, representations, and promises, and for the purpose of executing such scheme and artifice, to utilize the United States mails, private and commercial interstate carriers, and interstate wire communications, contrary to Title 18, United States Code, Sections 1341 and 1343.

3. It was the object of the conspiracy for defendant BANKS to obtain money and other things of value, and for Bayway Lumber to increase its profits, through a fraudulent scheme whereby Bayway Lumber, with the knowledge and consent of defendant BANKS, overbilled Plainfield BOE, using the United States mails, private and commercial interstate carriers, and interstate wire communications.

4. It was part of the conspiracy that employees of Bayway Lumber charged Plainfield BOE prices that did not apply the discounts called for by the contracts between them and, at times, charged Plainfield BOE prices that were even higher than the manufacturers' listed prices.

5. It was further part of the conspiracy that defendant BANKS authorized Bayway Lumber employees to charge Plainfield BOE for larger quantities of items than Bayway Lumber actually provided to Plainfield BOE. For example, defendant BANKS sometimes signed invoices for orders containing more door locks than Bayway Lumber provided to Plainfield BOE, knowing that Plainfield BOE would be billed for, and would pay for, items that it had not received.

6. After defendant BANKS signed the overbilled and fraudulent invoices, Bayway Lumber transmitted them by mail to Plainfield BOE. Plainfield BOE then mailed payment to Bayway Lumber's office in Linden, New Jersey.

7. It was further part of the conspiracy that Bayway Lumber employees used a portion of the proceeds generated by overbilling and fraudulently billing Plainfield BOE to purchase items for defendant BANKS's personal use and benefit, without the knowledge or approval of Plainfield BOE. Bayway Lumber kept an internal account of the fraudulent proceeds available to purchase items for defendant BANKS, which Bayway Lumber employees referred to as the "Bank." During the course of the conspiracy, defendant BANKS received more than \$9,000 in merchandise for the benefit of himself and others, including a laptop computer, a lawnmower, construction materials, and a dishwasher, which merchandise was paid for with Plainfield BOE funds.

Overt Acts

8. In furtherance of the conspiracy and to effect its unlawful objects, defendant BANKS and others, committed the following overt acts, among others, in the District of New Jersey and elsewhere:

a. In or about June 2012, in New Jersey, defendant BANKS requested and accepted from Bayway Lumber a laptop computer, purchased with Plainfield BOE funds, having a value of approximately \$1,014, for the benefit of himself and others.

b. On or about June 6, 2012, a Bayway Lumber employee in New Jersey sent an e-mail to Robert R. Dattilo, an owner of Bayway Lumber, using a server located outside of New Jersey, asking whether defendant BANKS had enough credit in "his bank" to cover the cost of the laptop computer.

c. In or about August 2012, in New Jersey, defendant BANKS requested and accepted from Bayway Lumber a dishwasher, purchased with Plainfield BOE funds, having a value of approximately \$350.

d. On or about October 16, 2012, in New Jersey, an employee of Bayway

Lumber mailed to Plainfield BOE an invoice for \$1,439.92 signed by defendant BANKS, which overbilled Plainfield BOE in the amount of approximately \$1,238.32.

In violation of Title 18, United States Code, Section 371.

Forfeiture Allegation

1. As a result of committing the aforementioned offense in violation of Title 18, United States Code, Section 371, as alleged in this Information, defendant ROBERT E. BANKS shall forfeit to the United States, pursuant to 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461, all property, real and personal, that constitutes or is derived from proceeds traceable to the commission of such offense, and all property traceable thereto, including but not limited to, a sum of money equal to \$ 9,108.62, representing the proceeds of the offense obtained by defendant ROBERT E. BANKS.

2. If any of the above-described forfeitable property, as a result of any act or omission of defendant ROBERT E. BANKS:

- a. cannot be located upon the exercise of due diligence;
- b. has been transferred or sold to, or deposited with, a third party;
- c. has been placed beyond the jurisdiction of the court;
- d. has been substantially diminished in value; or
- e. has been commingled with other property which cannot be divided without difficulty;

it is the intent of the United States, pursuant to 21 U.S.C. § 853(p), as incorporated by 28 U.S.C. § 2461(c), to seek forfeiture of any other property of defendant ROBERT E. BANKS, up to the value of the above-described forfeitable property.

Paul J. Fishman/rah
PAUL J. FISHMAN
UNITED STATES ATTORNEY

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v.

ROBERT E. BANKS

INFORMATION FOR

18 U.S.C. § 981(a)(1)(C)

18 U.S.C. § 371

28 U.S.C. § 2461

PAUL J. FISHMAN

UNITED STATES ATTORNEY, NEWARK, NEW JERSEY

CARI FAIS

BARBARA R. LLANES

ASSISTANT U.S. ATTORNEYS

NEWARK, NEW JERSEY

(973) 353-6076 / (973) 297-2051
