

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA	:	Hon.
	:	
v.	:	Crim. No.
	:	
	:	18 U.S.C. § 371
KEVIN GLEATON	:	42 U.S.C. § 408(a)(7)(B)
a/k/a "Curtis Gleaton"	:	
a/k/a "K.C. Gleaton"	:	

INFORMATION

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

COUNT 1
(Conspiracy to Commit Wire Fraud)

Defendant and other Individuals and Entities

1. At all times relevant to Count 1 of this Information:

A. Defendant KEVIN GLEATON ("defendant GLEATON") was the owner and sole proprietor of a company, the Synergy Group ("Synergy"), which, among other things, purported to provide printing services. Defendant GLEATON also was the owner and sole proprietor of another company, Mindshare Media ("Mindshare"), which, among other things, purported to provide digital marketing services. Both Synergy and Mindshare were located in West Orange, New Jersey.

B. The Newark Watershed Conservation and Development Corporation (the "NWCDC") operated as a not-for-profit organization created to manage the watershed properties owned by the City of Newark, New Jersey. The NWCDC's main corporate offices were in Newark. The NWCDC also maintained several water treatment and pumping facilities in

Northern New Jersey. The NWCDC was primarily funded by revenue received in connection with service contracts with the City of Newark.

C. The NWCDC was governed by a Board of Directors responsible for oversight of the organization. Until the NWCDC's By-Laws were amended in or about September 2012, the Board was to consist of seven to eleven members, including two Newark Municipal Council members as voting members, and the Mayor of Newark as a non-voting member.

D. The day-to-day operations of the NWCDC were conducted by NWCDC staff, headed by an Executive Director who reported to the Board. From in or about 2007 to in or about March 2013, Linda Watkins Brashear ("Brashear") served as the Executive Director of the NWCDC.

E. While engaged first as a consultant and then an NWCDC employee, Donald Bernard Sr. ("Bernard") reported to the Executive Director and was responsible for finding contractors to conduct NWCDC operations. Between in or about September 2008 and in or about January 2010, Bernard was a consultant for the NWCDC. From in or about January 2010 to in or about March 2013, Bernard was a salaried employee of the NWCDC and held the position of Manager of Special Projects.

2. Between in or about May 2011 and in or about December 2011, the NWCDC issued payments to Synergy totaling over \$58,000, purportedly for printing services. Between in or about February 2012 and in or about September 2012, the NWCDC issued payments to Mindshare totaling over \$52,000, purportedly for digital marketing services.

Wire Fraud Conspiracy

3. From in or about May 2011 to in or about September 2012, in Essex County, in the District of New Jersey, and elsewhere, defendant

KEVIN GLEATON,

Bernard, Brashear, and others, knowingly and intentionally did conspire and agree to devise a scheme to defraud the NWCDC of money and property, through materially false and fraudulent pretenses, representations and promises, facilitated by the use of interstate wire transmissions, contrary to Title 18, United States Code, Section 1343.

Object of the Conspiracy

5. The object of the conspiracy was for defendant GLEATON, Bernard, Brashear, and others, to defraud the NWCDC by causing the NWCDC to issue payments to Synergy and Mindshare purportedly for printing and digital marketing services rendered by defendant GLEATON, but which services were never actually performed, and to share in the proceeds that had been obtained from the NWCDC through materially false pretenses, representations and promises, with Bernard's and Brashear's assistance, and which conduct was facilitated by use of interstate wire transmissions.

Manner and Means of the Conspiracy

6. It was a part of this conspiracy that:

A. Defendant GLEATON and others took steps to facilitate this fraudulent arrangement, including:

- i. false and fraudulent invoices were submitted to the NWCDC in the name of Synergy and Mindshare detailing services that were purportedly performed, but were never rendered by defendant GLEATON, Synergy or Mindshare;

- ii. Bernard and Brashear caused the NWCDC to issue checks payable to Synergy and Mindshare by manual, as opposed to automated, processes in an attempt to conceal these payments from third parties;
- iii. Bernard and Brashear intentionally failed to disclose to authorities at the NWCDC material information—including that Bernard, Brashear and others, were receiving these payments from defendant GLEATON;
- iv. Defendant GLEATON deposited checks issued by the NWCDC to Synergy and Mindshare into multiple bank accounts for each company;
- v. Defendant GLEATON gave and agreed to give to Bernard directly and indirectly a stream of payments from the proceeds that defendant Gleaton received from the NWCDC from in or about May 2011 to in or about September 2012, in the total amount of over \$97,000, which was shared among Bernard and Brashear, among others; and
- vi. Defendant GLEATON, at times, used an intermediary, who operated a firm that provided consulting services to the NWCDC (the “Consultant Intermediary”), to provide portions of the proceeds of these payments to Bernard and Brashear, among others.

B. In Essex County, in the District of New Jersey and elsewhere, defendant GLEATON, Bernard and others transmitted and caused to be transmitted in interstate commerce by means of wire communications certain writings, signs, signals, pictures, and sounds to facilitate the execution of the fraud, including:

DATE	WIRE TRANSMISSION
July 5, 2011	E-mail sent from Bernard to Brashear through an e-mail server located in Dulles, Virginia, requesting a check to be issued from the NWCDC to Synergy in the amount of \$9,500 for services that were, in fact, not rendered.
October 31, 2011	E-mail sent from Bernard to Brashear through an e-mail server located in Dulles, Virginia, requesting a check to be issued from the NWCDC to Synergy in the amount of \$7,250 for services that were, in fact, not rendered.
May 15, 2012	Two e-mails sent from Bernard to the Intermediary

DATE	WIRE TRANSMISSION
	Consultant through an e-mail server located in Dulles, Virginia, attaching a draft letter addressed to Brashear at the NWCDC purporting to be from Mindshare enclosing a fee proposal and description of services purportedly to be provided.

Overt Acts

7. In furtherance of the conspiracy and to effect its unlawful objects, defendant GLEATON, Bernard, Brashear, and others committed, and caused to be committed, the following overt acts in the District of New Jersey, and elsewhere:

A. On or about July 5, 2011, Bernard sent an e-mail from New Jersey to Brashear through an e-mail server located in Dulles, Virginia, requesting that Brashear cause a \$9,500 check to be provided to Synergy for services that were, in fact, not rendered.

B. On or about July 6, 2011, defendant GLEATON deposited a check from the NWCDC in the amount of \$9,500 payable to Synergy, into a bank account ("Synergy Account 1") that he controlled in New Jersey.

C. On or about July 13, 2011 defendant GLEATON made a cash withdrawal in New Jersey from the Synergy Account 1 in the amount of \$7,000. On or about July 15, 2011 defendant GLEATON made a cash withdrawal in New Jersey from the Synergy Account 1 in the amount of \$2,000. Defendant GLEATON made those cash withdrawals in order to give directly and indirectly, the majority of the funds withdrawn to Bernard, who, in turn, provided a portion to Brashear, among others.

D. On or about October 31, 2011, Bernard sent an e-mail from New Jersey to Brashear through an e-mail server located in Dulles, Virginia, requesting that Brashear cause a \$7,250 check to be provided to Synergy for services that were, in fact, not rendered.

E. On or about November 1, 2011, defendant GLEATON deposited a check from the NWCDC in the amount of \$7,250 payable to Synergy, into a bank account that he controlled ("Synergy Account 2") in New Jersey.

F. On or about November 4, 2011, defendant GLEATON transferred \$4,500 from Synergy Account 2 to another Synergy bank account ("Synergy Account 3") that he controlled in New Jersey.

G. On or about November 7, 2011, defendant GLEATON made a cash withdrawal from the Synergy Account 3 in West Orange, in the amount of \$4,000. On or about November 10, 2011, defendant GLEATON made a cash withdrawal of \$2,000 from Synergy Account 2 in New Jersey. Defendant GLEATON made those cash withdrawals in order to give directly and indirectly, the majority of the funds withdrawn to Bernard, who, in turn, provided a portion to Brashear, among others.

H. On or about April 16, 2012 defendant GLEATON deposited a check from the NWCDC in the amount of \$8,200 payable to Mindshare into a bank account ("Mindshare Account 1") that he controlled in New Jersey.

I. On or about April 19, 2012, defendant GLEATON made a cash withdrawal from Mindshare Account 1 in the amount of \$5,000 from a branch in West Orange. On or about April 25, 2012, defendant GLEATON made a cash withdrawal from Mindshare Account 1 in the amount of \$3,200 from a branch in South Orange, New Jersey. Defendant GLEATON made those cash withdrawals in order to give directly and indirectly, the majority of the funds withdrawn to Bernard, who provided a portion to Brashear, among others.

J. On or about May 15, 2012, Bernard sent an e-mail from New Jersey to the Intermediary Consultant through an e-mail server located in Dulles, Virginia, attaching a draft

letter addressed to the NWCDC to the attention of Brashear, purporting to be from defendant GLEATON on behalf of Mindshare, which included a fee proposal and description of services purportedly to be provided by Mindshare to the NWCDC. Shortly thereafter, on or about May 15, 2012, the Intermediary Consultant sent a reply e-mail to Bernard in New Jersey, through an e-mail server located in Dulles, Virginia commenting on the section of the draft letter regarding the services to be provided by Mindshare. In response, on or about May 15, 2012, Bernard sent a reply e-mail to the Intermediary Consultant through an e-mail server located in Dulles, Virginia, attaching a revised draft of the letter purporting to be from Mindshare addressed to Brashear.

K. On or about June 18, 2012, defendant GLEATON deposited a check from the NWCDC in the amount of \$8,500 payable to Mindshare, into a bank account (“Mindshare Account 2”) that he controlled in New Jersey.

L. On or about June 20, 2012, defendant GLEATON issued a check drawn on Mindshare Account 2 made payable to the Intermediary Consultant in the amount of \$5,000 with a handwritten notation in the memo line indicating “cash donation for printing job.” On or about June 20, 2012, defendant GLEATON deposited that same check in New Jersey, back into Mindshare Account 2, from which it was drawn.

M. On or about June 20, 2012, defendant GLEATON made a cash withdrawal of \$5,000 in New Jersey from Mindshare Account 2, which he subsequently provided directly and indirectly to Bernard, who, in turn, provided a portion to Brashear, among others.

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

COUNT 2
(Fraudulent Misuse of Social Security Numbers)

1. Paragraph 1A of Count 1 of this Information is repeated and realleged as if set forth herein.

2. From at least in or about April 2011, to in or about June 2012, defendant GLEATON filed bankruptcy petitions in the United States Bankruptcy Court in the District of New Jersey, using various social security numbers other than the social security number validly issued to him by the Commissioner of Social Security.

3. The social security numbers used by defendant GLEATON in connection with such bankruptcy filings were numbers issued by the Commissioner of Social Security and obtained by defendant GLEATON through fraud and fraudulent pretenses. For example, such numbers were issued as a result of defendant GLEATON having caused false information to be provided to the Commissioner of Social Security, such as incorrect birth dates, place of birth and/or parents' names. As a result of the false and fraudulent information, the Commissioner of Social Security issued additional social security numbers to defendant GLEATON, who was already in possession of a validly issued social security account number.

4. On or about the dates listed below, in Essex County, in the District of New Jersey, and elsewhere, defendant

KEVIN GLEATON,
a/k/a "Curtis Gleaton,"
a/k/a "K.C. Gleaton,"

for the purpose of obtaining a payment, benefit, or other thing of value, did knowingly and with intent to deceive, falsely represent, in connection with the bankruptcy proceedings listed below, numbers to be the social security account number assigned to him by the Commissioner of Social

numbers to be the social security account number assigned to him by the Commissioner of Social Security, when in fact such numbers were not the social security account initially and lawfully assigned to him by the Commissioner of Social Security:

BANKRUPTCY FILING DATE	DOCKET NUMBER	DEBTOR NAME USED	SSN USED
11/21/2011	11-43536 (NLW)	Kevin C. Gleaton	x1999
6/19/2012	12-25629 (NLW)	Kevin Gleaton	x5583

In violation of Title 42, United States Code, Section 408(a)(7)(B).

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

CASE NUMBER: _____

**United States District Court
District of New Jersey**

UNITED STATES OF AMERICA

v.

KEVIN GLEATON
a/k/a "Curtis Gleaton"
a/k/a "K.C. Gleaton"

INFORMATION FOR

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42 U.S.C. § 408(a)(7)(B)

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