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UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY

AT 8:30 M  
CLERK, U.S. DISTRICT COURT - DNJ

UNITED STATES OF AMERICA

v.

RONALD DELUCIA

Hon. *Zahid N. Quraishi*  
Crim. No. *25-CR-114(ZNQ)*  
18 U.S.C. §§ 1343, 1346, 1349

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 Honest Services Wire Fraud)

DEFENDANT AND OTHER INDIVIDUALS AND ENTITIES

1. At all times relevant to this Information:

A. Airline-1 was an airline headquartered in Chicago, Illinois.

Newark Liberty International Airport in New Jersey ("Newark Airport") was one of Airline-1's hubs.

B. Co-Conspirator-1 was employed by Airline-1 and worked at Newark Airport. From at least as early as 2014 through in or around April 2017, Co-Conspirator-1 was an Airport Operations Hub Vendor Manager. From in or around April 2017 through in or around November 2022, Co-Conspirator-1 was a Manager of Hub Business Partners. In Co-Conspirator-1's positions at Airline-1, Co-Conspirator-1 was able to influence which companies would be awarded certain Airline-1 contracts.

C. As an employee of Airline-1, Co-Conspirator-1 owed Airline-1 a duty to refrain from seeking, accepting, and agreeing to accept bribes and kickbacks in exchange for Co-Conspirator-1's official action and assistance and for violating Co-Conspirator-1's official and fiduciary duty in connection with the affairs of Airline-1.

D. Alok Saksena ("Saksena") was a Director in Corporate Real Estate ("CRE") for Airline-1 and worked at Newark Airport.

E. Anthony Rosalli ("Rosalli") was employed by Airline-1 and worked at Newark Airport. Beginning in or around August 2022, Rosalli was a Senior Manager for Airport Operations Projects and Execution for Airline-1. Prior to that, from in or around March 2022 to in or around August 2022, Rosalli was a Manager in Facilities Maintenance Operations for Airline-1. From in or around October 2020 to in or around March 2022, Rosalli was a Senior Supervisor in Facilities Maintenance Operations for Airline-1.

F. Lovella Rogan ("Rogan") was a contractor who worked exclusively for Airline-1 at Newark Airport. Rogan worked as a Project Manager in CRE for Airline-1.

G. Due to their positions at Airline-1, Saksena, Rosalli, and Rogan each were able to influence which companies would be awarded certain Airline-1 contracts. Saksena, Rosalli, and Rogan each owed Airline-1 a duty to refrain from seeking, accepting, and agreeing to accept bribes and kickbacks in exchange for their official action and assistance and for violating their official and fiduciary duties in connection with the affairs of Airline-1.

H. Company-1 was a New Jersey holding company for five different operating groups. Company-1, through its operating groups, provided various services to airlines, including Airline-1, and airports, including at Newark Airport. For example, Company-1 provided parking security services, facilities maintenance services, and transportation services to Airline-1 at Newark Airport.

I. Defendant RONALD DELUCIA (“defendant DELUCIA”) was a part-owner of Company-1 and worked in New Jersey. Since in or around mid-2020, defendant DELUCIA was the Chief Executive Officer of Company-1. Prior to that, he served as the Chief Operating Officer of Company-1.

J. Individual-1 was the director of a component within Company-1 and worked in New Jersey.

K. Company-2 was a transportation company headquartered in Hoboken, New Jersey that provided busing services for Airline-1 at Newark Airport.

L. Individual-2 was an officer of Company-2.

#### THE OFFENSE

2. Since as early as 2014 through in or around July 2022, in Essex and Union Counties; in the District of New Jersey; and elsewhere, defendant

#### **RONALD DELUCIA,**

did knowingly and intentionally conspire and agree with Co-Conspirator-1, Saksena, Rosalli, Rogan, and others to devise and execute a scheme and artifice to defraud Airline-1 of its right to the honest services of Co-Conspirator-1, Saksena, Rosalli, and Rogan (collectively, the “Airline-1 Employees”) in the affairs of Airline-1, facilitated

by the use of interstate wire transmissions, contrary to Title 18, United States Code, Sections 1343 and 1346.

### **The Goal of the Conspiracy**

3. The goal of the conspiracy was for defendant DELUCIA and others to pay bribes and kickbacks to the Airline-1 Employees in exchange for their assistance in matters over which the Airline-1 Employees had authority and discretion related to contracts awarded by Airline-1.

### **Manner and Means of the Conspiracy**

4. To carry out the conspiracy and to effect its unlawful goal and object, defendant DELUCIA and his co-conspirators engaged in a variety of means and methods including, among others, those described below.

#### **CO-CONSPIRATOR-1**

5. As early as 2014, Airline-1 developed a need for additional employee parking at Newark Airport. Defendant DELUCIA and his former business partner became aware of this need. Defendant DELUCIA and his partner brokered a deal with a real estate company (the "Real Estate Company") whereby if Airline-1 entered into a contract with the Real Estate Company to lease a parking lot (the "Lot"), Company-1 would receive a commission (the "Commission") from the Real Estate Company. In addition, the Real Estate Company would contract with Company-1 to provide various services to the Lot, including paving, fencing, gate arms, security equipment, bus stop shelters, and other services to operationalize the Lot.

6. Co-Conspirator-1 helped to ensure that Airline-1 entered into the contract with the Real Estate Company, including by presenting the proposed deal to Airline-1 and advocating for Airline-1 to enter into the contract with the Real Estate Company. In or around 2016, Airline-1 entered into the contract with the Real Estate Company.

7. Defendant DELUCIA and his business partner paid Co-Conspirator-1 a portion of the Commission as payment for Co-Conspirator-1's assistance in ensuring that Airline-1 entered into the contract with the Real Estate Company and with the understanding that Co-Conspirator-1 would thereafter assist Company-1 in procuring more work with Airline-1.

8. Co-Conspirator-1 used Co-Conspirator-1's position at Airline-1 to assist Company-1 procure additional work from Airline-1. Company-1 made monthly payments to Co-Conspirator-1 in exchange for Co-Conspirator-1's assistance. This arrangement was in place for approximately 8 years.

9. For some period of time, defendant DELUCIA maintained a spreadsheet entitled "A Friend's Breakdown" where he set forth various work/contracts that Company-1 had with Airline-1 and the portion of the revenue that was due to Co-Conspirator-1 each month. For example, the spreadsheet included line items for, among other things, services Company-1 performed in connection with the mailroom, equipment room, baggage security, "wanding," security, and the Airline-1 lounge. The more work that Company-1 obtained from Airline-1, the more Company-1 paid Co-Conspirator-1.

10. At first, Company-1 paid the bribes and kickbacks to Co-Conspirator-1 in cash. Defendant DELUCIA and Co-Conspirator-1 each eventually formed limited liability companies (“LLCs”). Defendant DELUCIA then paid Co-Conspirator-1 bribes and kickbacks through their respective LLCs, by wire transfer and check.

11. For example, on or about February 2, 2017, \$36,302.18 was wired from a bank account associated with one of defendant DELUCIA’s LLCs to one of Co-Conspirator-1’s LLCs. The debit address for the transaction was in Glastonbury, Connecticut and the credit address for the transaction was in Tomball, Texas.

12. Defendant DELUCIA also hired one of Co-Conspirator-1’s relatives in a “no-show” capacity. Company-1, through defendant DELUCIA, paid the relative in exchange for Co-Conspirator-1’s assistance in securing additional work for Company-1 with Airline-1. Between in or around September 2016 and November 2022, Co-Conspirator-1’s relative received approximately \$164,000 in net wages from Company-1 for work that this relative did not perform.

13. By the latter half of 2022, Company-1 was paying Co-Conspirator-1 approximately \$31,500 per month in exchange for Co-Conspirator-1’s assistance in securing work for Company-1. In total, defendant DELUCIA paid Co-Conspirator-1 over \$1 million in bribes and kickbacks.

14. Defendant DELUCIA also facilitated and participated in Co-Conspirator-1’s corrupt arrangements with other companies doing business with Airline-1. For example, in or around November 2021, Airline-1 put out a request for proposal for a busing contract (the “Busing Contract”). Only companies on the “bid

list” for the Busing Contract were able to bid on it. Company-2 wanted to bid on the Busing Contract and asked defendant DELUCIA to help get them on the bid list. Defendant DELUCIA told Co-Conspirator-1 that Company-2 wanted to bid on the Busing Contract, and Co-Conspirator-1 added Company-2 to the bid list.

15. Defendant DELUCIA and Individual-2 agreed that if Company-2 won the Busing Contract, then Company-2 would pay defendant DELUCIA a monthly “commission” or “finder’s fee.” Defendant DELUCIA and Co-Conspirator-1 agreed that defendant DELUCIA would pay Co-Conspirator-1 half of the commission in exchange for Co-Conspirator-1’s assistance in helping Company-2 win the Busing Contract. In addition, Company-2, through Individual-2 agreed that if it won the Busing Contract, it would hire Company-1 to perform various services for Company-2, including fueling, cleaning, and providing parking for the buses.

16. In order to ensure that Company-2 would win the Busing Contract, Co-Conspirator-1, through defendant DELUCIA, provided Company-2 with the bids of Company-2’s competitors, which would enable Company-2 to submit a lower bid than its competitors.

17. In or around January 2021, Company-2 submitted its bid. Co-Conspirator-1 then took additional steps to ensure that Company-2 won the Busing Contract. For example, in or around April or May of 2021, Co-Conspirator-1 conducted a site visit to Company-2’s facilities. Following the site visit, Co-Conspirator-1 prepared a presentation for Airline-1 employees who were responsible

for awarding the Busing Contract in which Co-Conspirator-1 compared the various facilities of the companies bidding on the contract and advocated for Company-2.

18. Ultimately, Company-2 won the Busing Contract. Company-2 then contracted with Company-1 to provide the agreed upon services, which included fueling, cleaning, and providing parking for the buses. Company-2 likewise began paying Company-1 the agreed-upon commission, equal to approximately \$14,000 per month. Defendant DELUCIA, in turn, paid Co-Conspirator-1 approximately half of the commission. In total, defendant DELUCIA received at least \$116,000 in payments from Company-2.

SAKSENA, ROSALLI, AND ROGAN

19. In or around mid-2021, Company-1 submitted a bid for a general contracting contract (the "General Contracting Contract") with Airline-1. The company that won this contract would provide as-needed facilities maintenance services to Airline-1. Rosalli (who was employed by Airline-1) was able to influence which company won the General Contracting Contract. Rosalli was also instrumental in determining whether the company that won the contract was then assigned jobs pursuant to the contract.

20. In or around that same time, Company-1, through Individual-1, agreed to pay for renovations to a bathroom at Rosalli's personal residence in Burlington County, New Jersey (the "Rosalli Residence"). Defendant DELUCIA approved the payment for the renovations. Rosalli accepted payment for the renovations in exchange for his assistance in: (a) helping Company-1 win business with Airline-1,



including the General Contracting Contract; and (b) introducing Company-1 representatives to other Airline-1 representatives, including Saksena, who could also award work to Company-1.

21. In furtherance of their agreement, Rosalli took steps to ensure that Company-1 was awarded the General Contracting Contract, including by advocating within Airline-1 for awarding the General Contracting Contract to Company-1. In or around August 2021, Company-1 was notified that it was awarded the General Contracting Contract. By in or around September 2021, the bathroom renovation was completed at the Rosalli Residence. The total cost for the renovation was approximately \$25,000. As agreed, Company-1 paid for the renovation.

22. On or about September 22, 2021, Rogan sent an email on behalf of Airline-1 inviting Company-1 to bid on a contract to renovate restrooms at Terminal C at Newark Airport (the "Restroom Renovation Contract").

23. On or about September 29, 2021, Company-1 submitted its bid for the Restroom Renovation Contract. Company-1's total bid amount was over \$19.7 million, which was higher than bids submitted by the two other companies that bid on contract. Company-1's bid package was a total of two pages long, while the competitor bid packages were 48 and 54 pages, respectively.

24. In or around the time that the Restroom Renovation Contract was put out for bid, Saksena, Rosalli, and Rogan reached an understanding with representatives of Company-1, including defendant DELUCIA and Individual-1, that Company-1 would make payments to Saksena, Rosalli, and Rogan in the form of home

renovations and expensive items, in exchange for their assistance in awarding lucrative Airline-1 contracts to Company-1, including the Restroom Renovation Contract.

25. For example, in or around September 2021, Saksena requested that Company-1 renovate three bathrooms at his personal residence in Monmouth County, New Jersey (the “Saksena Residence”). Company-1 engaged a construction company (the “Construction Company”) to do the work. By late September 2021, Saksena had also requested that Company-1 pay for renovations on other parts of the Saksena Residence. The Construction Company started the renovations on or about October 4, 2021.

26. On or about October 5, 2021, Rosalli sent Individual-1 an email entitled, “[Rosalli’s Residence] Project.” The email included a schematic of proposed renovations to the back and front of Rosalli’s Residence, along with proposed renovations of a deck and shed.

27. On or about October 7, 2021, a selection committee at Airline-1 met to review and score the bids on the Restroom Renovation Contract. Saksena, Rosalli, and Rogan were voting members on the committee. Each of them voted to award the Restroom Renovation Contract to Company-1.

28. Later in the day on or about October 7, 2021, Rogan sent an email to Company-1 informing Company-1 that Airline-1 was awarding the Restroom Renovation Contract to Company-1.

29. On or about January 19, 2022, Rogan prepared a package of information related to the Restroom Renovation Contract for internal circulation at Airline-1. There was a coversheet accompanying the contract, which required the signature of five Airline-1 representatives, including defendant Saksena and Rogan. The coversheet included a sub-section called “Bid Justification,” which falsely stated, “Vendor was the lowest biddger [sic] . . . .”

30. On or about January 19, 2022, Rogan transmitted the Restroom Renovation Contract and accompanying coversheet by email from a location in New Jersey to other Airline-1 representatives for their signature; it was signed by Airline-1 signatories located in Colorado, New Jersey, and Illinois.

31. Within the Restroom Renovation Contract itself was a section titled “Compliance with Anti-Bribery and Anti-Corruption Laws.” As set forth in that section, Company-1 agreed to abide by all applicable laws, including anti-bribery and anti-corruption laws, and to comply with Airline-1’s Anti-Bribery/Anti-Corruption Compliance Policy. Individual-1 signed the Restroom Renovation Contract on behalf of Company-1.

32. In or around early 2022, Rogan purchased a new home (the “Rogan Residence”) in Union County, New Jersey. As with Saksena and Rosalli, she asked Company-1 to pay for renovations to the Rogan Residence and provided a list of requested renovations. Company-1 agreed to pay for most of these renovations.

33. Between the Fall of 2021 and the Fall of 2022, Company-1 paid for substantial renovation work at the Saksena Residence, Rosalli Residence, and Rogan

Residence. In total, Company-1 paid approximately \$488,000 for renovations at the Saksena Residence, approximately \$388,000 for renovations at the Rogan Residence, and approximately \$265,000 for renovations at the Rosalli Residence.

34. In addition, Company-1 gave Saksena items that were worth at least \$30,000; gave Rosalli items that were worth at least \$1,700 and paid one of Rosalli's relatives at least \$59,000 for a "no-show" job; and gave Rogan items that were worth at least \$17,000.

35. Company-1 provided the benefits described above to Saksena, Rosalli, and Rogan in exchange for their assistance in helping Company-1 win the Restroom Renovation Contract and with the understanding that Saksena, Rosalli, and Rogan would use their positions with Airline-1 to help Company-1 obtain future Airline-1 contracts. Defendant DELUCIA knew and approved of the payments and benefits provided to Saksena, Rosalli, and Rogan.

In violation of Title 18, United States Code, Section 1349.

**Count 2**

(Conspiracy to Commit Wire Fraud)

36. The allegations in paragraph 1 of this Information are realleged here.

37. At all times relevant:

A. Company-3 was a company headquartered in Des Plaines, Illinois that provided various services to Airline-1 at Newark Airport, including cabin cleaning services.

B. Co-Conspirator-2 was the Chief Operating Officer of Company-3.

38. From in or around July 2019 through in or around November 2022, in Essex County, in the District of New Jersey, and elsewhere, defendant

**RONALD DELUCIA,**

Co-Conspirator-2, and others did knowingly and intentionally conspire and agree with each other and others to devise and execute a scheme and artifice to defraud Airline-1 and Company-3, and to obtain money from Airline-1 and Company-3 by means of materially false and fraudulent pretenses, representations, and promises, facilitated by the use of interstate wire transmissions.

**The Goal of the Conspiracy**

39. The goal of the conspiracy was for defendant DELUCIA and Co-Conspirator-2 to enrich themselves by submitting fraudulent invoices to Company-3, which in turn sought partial reimbursement from Airline-1, for work that was never performed.

### **Manner and Means of the Conspiracy**

40. To carry out the conspiracy and to effect its unlawful goal and object, defendant DELUCIA and Co-Conspirator-2 engaged in a variety of means and methods including, among others, those described below.

41. In or around December 2021, Company-3 held a contract with Airline-1 to load provisions onto Airline-1 aircraft.

42. In or around March 2022, defendant DELUCIA and Co-Conspirator-2 devised a scheme to defraud Airline-1 and Company-3. They agreed that Company-1 would invoice Company-3 for a “dispatcher” to assist in the transportation of the provisions, as if Company-3 had subcontracted Company-1 to assist in dispatching the trucks that were bringing provisions to the airplanes to load. They knew at the time that at least some of the dispatching services for which Company-1 invoiced Company-3 were never rendered. Company-3 paid the invoices to Company-1. At the same time, Company-3 also sought reimbursement for at least a portion of the payment from Airline-1 under its existing contract.

43. Defendant DELUCIA and Co-Conspirator-2 submitted the false invoices with the intent to defraud Company-3 and Airline-1. Company-1 sent the fraudulent invoices to Company-3 via email through a server outside New Jersey. Company-3 then paid Company-1 by check.

44. For example, on or about May 3, 2022, Company-1 transmitted an email containing a fraudulent invoice through a server located outside the District of New Jersey to Company-3. On the invoice, the description of the services provided was

“Provisioning Dispatch Service MARCH-2022 [/] 24 hours a day – 31 days,” and the invoice amount was \$23,436.00.

45. On or about June 7, 2022, Company-1 transmitted an email containing a fraudulent invoice through a server located outside the District of New Jersey to Company-3. On the invoice, the description of the services provided was “Provisioning Dispatch Service MAY-2022 [/] 24 hours a day – 31 days,” and the invoice amount was \$23,436.00.

46. On or about July 4, 2022, Company-1 transmitted an email containing a fraudulent invoice through a server located outside the District of New Jersey to Company-3. On the invoice, the description of the services provided was “Provisioning Dispatch Service JUNE-2022 [/] 24 hours a day – 30 days,” and the invoice amount was \$22,680.00.

47. In connection with the fraudulent invoices for dispatching services, Company-3 paid Company-1 approximately \$150,000 for services that were never rendered. Defendant DELUCIA, in turn, shared a portion of these fraudulently obtained proceeds with Co-Conspirator-2.

In violation of Title 18, United States Code, Section 1349.

**FORFEITURE ALLEGATIONS**

48. Upon conviction of the offenses charged in this Information, defendant

**RONALD DELUCIA**

shall forfeit to the United States pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), all property, real and personal, defendant DELUCIA obtained that constituted, or was derived from, proceeds traceable to the commission of the offenses, and all property traceable to such property.

49. If any of the above-described forfeitable property, as a result of any act or omission of defendant DELUCIA:

- 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 DELUCIA up to the value of the forfeitable property.



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CAROLINE SADLOWSKI  
Attorney for the United States  
Acting under Authority  
Conferred by 28 U.S.C. § 515



CASE NUMBER: 25-cr-114

United States District Court  
District of New Jersey

UNITED STATES OF AMERICA

v.

RONALD DELUCIA

INFORMATION FOR

18 U.S.C. §§ 1343, 1346, 1349

CAROLINE SADLOWSKI  
ATTORNEY FOR THE UNITED STATES  
ACTING UNDER AUTHORITY  
CONFERRED BY 28 U.S.C. § 515

KATHERINE J. CALLE  
FRANCESCA LIQUORI  
ASSISTANT U.S. ATTORNEYS  
NEWARK, NEW JERSEY  
973-645-2752