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UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA

v.

EDWARD DOLPHIN

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:
:
:

Hon. Zahid N. Quraishi
Crim. No. 25-CR-96 (2NQ)
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:

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 largest hubs.

B. Defendant EDWARD DOLPHIN ("defendant DOLPHIN") was employed by Airline-1 and worked at Newark Airport. From at least as early as 2014 through in or about April 2017, he was an Airport Operations Hub Vendor Manager. From in or about April 2017 through in or about November 2022, he was a Manager of Hub Business Partners. In his positions at Airline-1, defendant DOLPHIN was able to influence which companies would be awarded certain Airline-1 contracts.

C. As an employee of Airline-1, defendant DOLPHIN owed Airline-1 a duty to refrain from seeking, accepting, and agreeing to accept bribes and kickbacks

in exchange for his official action and assistance and from violating his official and fiduciary duty in connection with the affairs of Airline-1.

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

E. Co-Conspirator-1 was a part owner of Company-1 and worked in New Jersey. Since in or about mid-2020, Co-Conspirator-1 was the Chief Executive Officer of Company-1. Prior to that, he served as the Chief Operating Officer of Company-1.

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

G. Individual-1 was an officer of Company-2.

H. Company-3 was a snow removal company headquartered in Des Plaines, Illinois that provided snow removal services for Airline-1 at Newark Airport.

I. Individual-2 was an owner of Company-3.

J. Company-4 was a company headquartered in Des Plaines, Illinois that provided various services to Airline-1 at Newark Airport, including cabin cleaning services.

K. Individual-3 was the Chief Operating Officer of Company-4.

THE OFFENSE

2. From as early as 2014 through in or about November 2022, in Essex and Union Counties, in the District of New Jersey, and elsewhere, defendant

EDWARD DOLPHIN,

did knowingly and intentionally conspire and agree with Co-Conspirator-1 and others to devise and execute a scheme and artifice to defraud Airline-1 of its right to the honest services of defendant DOLPHIN 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 DOLPHIN to receive bribes and kickbacks from Company-1 and others in exchange for his assistance in matters related to contracts awarded by Airline-1 over which he had authority and discretion as an employee of Airline-1.

Manner and Means of the Conspiracy

4. To carry out the conspiracy and to effect its unlawful goal and object, defendant DOLPHIN, Co-Conspirator-1, and others engaged in a variety of means and methods including, among others, those described below.

Company-1

5. As early as 2014, Airline-1 developed a need for additional employee parking at Newark Airport. Co-Conspirator-1 and Co-Conspirator-1's former business partner became aware of this need. Co-Conspirator-1 and Co-Conspirator-

1's 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. Defendant DOLPHIN 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 about 2016, Airline-1 entered into the contract with the Real Estate Company.

7. Co-Conspirator-1 and Co-Conspirator-1's business partner paid defendant DOLPHIN a portion of the Commission in exchange for defendant DOLPHIN's assistance in ensuring that Airline-1 entered into the contract with the Real Estate Company and with the understanding that defendant DOLPHIN would thereafter assist Company-1 in procuring future work with Airline-1.

8. Defendant DOLPHIN used his position at Airline-1 to assist Company-1 procure additional work from Airline-1. Company-1 made monthly payments to defendant DOLPHIN in exchange for his assistance. This arrangement was in place for approximately 8 years.

9. For some period of time, Co-Conspirator-1 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 defendant DOLPHIN each month. For example, the spreadsheet included line items for, among other things, services Company-1 performed in connection with the mail room, equipment room, baggage security, "wandering," security, and the Airline-1 lounge. The more work that Company-1 obtained from Airline-1, the more Company-1 paid to defendant DOLPHIN.

10. At first, Company-1 paid the bribes and kickbacks to defendant DOLPHIN in cash. Co-Conspirator-1 and defendant DOLPHIN each eventually formed limited liability companies ("LLCs"). Co-Conspirator-1 then paid defendant DOLPHIN 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 Co-Conspirator-1's LLCs to one of defendant DOLPHIN's LLCs. The debit address for the transaction was in Glastonbury, Connecticut and the credit address for the transaction was in Tomball, Texas.

12. Company-1 also hired one of defendant DOLPHIN's relatives in a "no show" capacity. Company-1, through Co-Conspirator-1, paid the relative in exchange for defendant DOLPHIN's assistance in securing additional work for Company-1 with Airline-1. Between in or about September 2016 and November 2022,

defendant DOLPHIN'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 defendant DOLPHIN approximately \$31,500 per month in exchange for his assistance in securing work for Company-1. In total, defendant DOLPHIN received over \$1 million in bribes and kickbacks from Company-1.

Company-2

14. 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 Co-Conspirator-1 to help get them on the bid list. Co-Conspirator-1 told defendant DOLPHIN that Company-2 wanted to bid on the Busing Contract, and defendant DOLPHIN added Company-2 to the bid list.

15. Co-Conspirator-1 and Individual-1 agreed that if Company-2 won the Busing Contract, then Company-2 would pay Co-Conspirator-1 a monthly "commission" or "finder's fee." Co-Conspirator-1 and defendant DOLPHIN agreed that Co-Conspirator-1 would pay defendant DOLPHIN half of the commission in exchange for defendant DOLPHIN's assistance in helping Company-2 win the Busing Contract. In addition, Company-2, through Individual-1, 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, defendant DOLPHIN, through Co-Conspirator-1, 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. Defendant DOLPHIN then took additional steps to ensure that Company-2 won the Busing Contract. For example, in or about April or May of 2021, DOLPHIN conducted a site visit to Company-2's facilities. In or about May 2021, defendant DOLPHIN prepared a presentation for Airline-1 employees who were responsible for awarding the Busing Contract in which he 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. Co-Conspirator-1, in turn, paid defendant DOLPHIN approximately half of the commission. In total, defendant DOLPHIN received at least \$70,000 in bribe and kickback payments in exchange for help he provided to Company-2 in winning the Busing Contract.

Company-3

19. In or about February 2019, Airline-1 developed a request for proposal for snow removal services (the “RFP”) at several airports, including Newark Airport (the “Snow Removal Contract”).

20. On or about April 12, 2019, Airline-1 launched the RFP. Bids were to be submitted by on or about May 2, 2019. Company-3 was invited to bid, and did in fact bid, on the Snow Removal Contract.

21. Defendant DOLPHIN then helped Company-3 win the Snow Removal Contract for Terminal-C at Newark Airport. For example, defendant DOLPHIN recommended that Company-3 hire a particular individual who had experience and expertise in snow removal at Newark Airport. Company-3 agreed to hire this employee. Additionally, at a presentation where Company-3 was presenting its bid to Airline-1, defendant DOLPHIN answered some questions on behalf of Company-3.

22. Following the presentation, on or about June 11, 2019, an Airline-1 representative sent an email with the Subject Line “Snow Removal Clearing RFP – Supplier Scoring.” Attached to the email was a scoresheet for each of the airports included in the RFP, including Newark Airport. On the Newark scoring sheet, Company-3 received the second highest score. Defendant DOLPHIN sent an email to other Airline-1 employees advocating for the contract to be awarded to Company-3. Attached to his email was a version of the scoresheet that had been altered to show that Company-3 had received the highest – rather than the second highest – score.

23. In or about late June 2019, Airline-1 solicited approvals from various Airline-1 employees to award the Snow Removal Contract to Company-3. In or about early July 2019, an "Award Recommendation Report & Contract Approval Request" was submitted to award the Snow Removal Contract to Company-3. There was a section for "Key Team Members and Approvers" to sign off on the award. Ten Airline-1 representatives were required to sign off, one of whom was defendant DOLPHIN.

24. The contract was executed by both Airline-1 and Company-3 with an effective date of July 1, 2019.

25. Following the award of the Snow Removal Contract, Company-3 began paying defendant DOLPHIN. In total, Individual-2 paid defendant DOLPHIN approximately \$278,000 in exchange for his assistance in helping Company-3 obtain the Snow Removal Contract.

Company-4

26. In or about 2021, Company-4 was in competition to win a contract to clean aircrafts for Airline-1. Defendant DOLPHIN provided Individual-3 bid information concerning other competitors in order to help Company-4 win the contract. In addition, defendant DOLPHIN provided to Company-4 information about particular issues that Airline-1 was looking to address so that Company-4 could prepare a more tailored and competitive bid. Company-4 won the contract. Individual-3 and defendant DOLPHIN agreed that Individual-3 would pay defendant DOLPHIN in exchange for defendant DOLPHIN's assistance in helping Company-4 win the contract.

27. Company-4 often paid defendant DOLPHIN approximately \$9,000 per month, though the exact amount decreased slightly during the COVID-19 pandemic. The payments from Company-4 to defendant DOLPHIN were in exchange for defendant DOLPHIN's assistance as an Airline-1 employee in helping Company-4 obtain the Airline-1 contract. In total, between December 2019 through November 2022, Company-4 paid defendant DOLPHIN approximately \$262,500.00 in bribes and kickbacks.

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

FORFEITURE ALLEGATION

28. Upon conviction of the offense charged in this Information, defendant

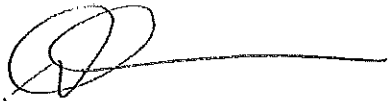
EDWARD DOLPHIN

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 DOLPHIN obtained that constituted, or was derived from, proceeds traceable to the commission of the offense, and all property traceable to such property.

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

- 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 DOLPHIN up to the value of the forfeitable property.



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

CASE NUMBER: 25-02-96

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

UNITED STATES OF AMERICA

v.

EDWARD DOLPHIN

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**

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