

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA : Hon.
 :
 : Criminal No. 17-
 v. :
 : 18 U.S.C. §§ 981(a)(1)(C), 1343, 1346 and 2;
 : and
 DIANTHE MARTINEZ-BROOKS : 28 U.S.C. § 2461(c)

INFORMATION

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

(Scheme to Defraud Facilitated by Use of Interstate Wire Transmissions)

Defendant and Entities

1. At all times relevant to this Information:

A. Defendant DIANTHE MARTINEZ-BROOKS was the owner and sole proprietor of a consulting company, DMart127 LLC (“DMart”) that provided political consulting services to local candidates and elected officials, among others. Defendant MARTINEZ-BROOKS operated DMart out of her residence in West Orange, New Jersey.

B. 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 was primarily funded by revenue received in connection with service contracts with the City of Newark. The day-to-day operations of the NWCDC were conducted by NWCDC staff, headed by an Executive Director who reported to a Board of Directors. From in or about 2007 to in or

about March 2013, Linda Watkins Brashear (“Brashear”) served as the Executive Director of the NWCDC.

C. While engaged first as a consultant and then an NWCDC employee, Donald Bernard Sr. (“Bernard”) reported to Executive Director Brashear 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.

D. Kevin Gleaton (“Gleaton”) was the owner and sole proprietor of a company, the Synergy Group (“Synergy”), which, among other things, purported to provide printing services. Gleaton also was the owner and proprietor of another company, Mindshare Media, which, among other things, purported to provide digital marketing services. Both Synergy and Mindshare were located in West Orange, New Jersey.

E. Consultant 1, a relative of defendant MARTINEZ-BROOKS, was the owner and sole proprietor of a company (“Company 1”), which purported to provide consulting and web design services. Company 1 was located in West Orange, New Jersey.

2. Between in or about October 2011 and in or about March 2013, the NWCDC issued payments to DMart totaling approximately \$131,500 purportedly for the value of consulting services provided by defendant MARTINEZ-BROOKS.

3. Between in or about May 2011 and in or about December 2011, the NWCDC issued payments to Synergy totaling approximately \$58,700, purportedly for printing services. Between in or about February 2012 and in or about September 2012, the NWCDC issued

payments to Mindshare totaling approximately \$52,900, purportedly for digital marketing services.

4. Between in or about September 2012 and April 2013, the NWCDC issued payments to Company 1 totaling approximately \$27,400, for unspecified services.

The NWCDC's right to, and Brashear and Bernard's Duty of, Honest Services

5. At all times relevant to this Information, the NWCDC had an intangible right to the honest services of its employees and hired consultants. As employees to the NWCDC, Brashear and Bernard owed the NWCDC a duty under the law to refrain from seeking and receiving secret bribes and kickbacks in exchange for Brashear's and Bernard's action and assistance as employees of the NWCDC in the affairs of the NWCDC.

Corrupt and Fraudulent Scheme

6. From at least as early as in or about May 2011 to in or about March 2013, in Essex County, in the District of New Jersey, and elsewhere, defendant MARTINEZ-BROOKS, Brashear, Bernard, Gleaton and others knowingly and intentionally did devise and intend to devise a scheme and artifice to defraud the NWCDC: (a) of the right to Brashear's and Bernard's honest services in the affairs of the NWCDC; and (b) of money and property through materially false pretenses, representations and promises.

7. The goal of this scheme and artifice to defraud was for MARTINEZ-BROOKS, Brashear, Bernard, Gleaton and others to obtain money by causing the NWCDC to issue payments to DMart, Synergy, Mindshare and Company 1 through fraudulent invoices to the NWCDC. For Synergy, Mindshare and Company 1, the payments issued by the NWCDC were entirely fraudulent, as those companies did not perform any services for the NWCDC. For

DMart, the amount of payments issued by the NWCDC far exceeded the value of any services actually provided by defendant MARTINEZ-BROOKS.

8. As part of this scheme and artifice to defraud, Defendant MARTINEZ-BROOKS and others took the steps outlined in paragraphs 9 through 19 below to facilitate this corrupt and fraudulent arrangement.

9. Defendant MARTINEZ-BROOKS submitted false and fraudulent invoices to the NWCDC in the name of DMart detailing services that were purportedly performed, but which sought payment that grossly overstated the value of any services actually performed by defendant MARTINEZ-BROOKS or DMart.

10. Gleaton submitted false and fraudulent invoices to the NWCDC in the name of Synergy and Mindshare detailing services that were purportedly performed, but were never rendered by Gleaton, Synergy or Mindshare.

11. Contractor 1 submitted false and fraudulent invoices or requests for payment to the NWCDC on behalf of Company 1, which detailed services that were purportedly performed, but were never rendered by Contractor 1 or Company 1.

12. Bernard and Brashear caused the NWCDC to issue checks payable to DMart, Synergy, Mindshare and Company 1 by manual, as opposed to automated, processes in an attempt to conceal these payments from third parties.

13. Bernard and Brashear intentionally failed to disclose to authorities at the NWCDC material information – including that Bernard, Brashear and others, were receiving payments from defendant MARTINEZ-BROOKS and Gleaton, among others.

14. Defendant MARTINEZ-BROOKS deposited checks issued by the NWCDC to DMart into a bank account in the name of DMart in New Jersey.

15. Gleaton deposited checks issued by the NWCDC to Synergy and Mindshare into multiple bank accounts for each company in New Jersey.

16. Contractor 1 deposited checks issued by the NWCDC to Company 1 into a bank account in the name of Company 1 in New Jersey.

17. Defendant MARTINEZ-BROOKS gave Bernard directly and indirectly a stream of payments from the proceeds that DMart received from the NWCDC from in or about October 2011 to in or about March 2013, in the total amount of approximately \$87,666, which was shared with Bernard and Brashear, among others.

18. Gleaton gave to Bernard directly, and indirectly through defendant MARTINEZ-BROOKS, a stream of payments from the proceeds that Synergy and Mindshare received from the NWCDC from in or about May 2011 to in or about September 2012, in the total amount of approximately \$111,600 which was shared among defendant MARTINEZ-BROOKS, Bernard and Brashear.

19. Defendant MARTINEZ-BROOKS recruited Contractor 1 to receive payments issued by the NWCDC to Company 1 although no services were ever performed for the NWCDC by Contractor 1 or Company 1. After depositing each NWCDC payment into a Company 1 bank account, Contractor 1 withdrew almost all of the proceeds, and gave the money to defendant MARTINEZ-BROOKS. Defendant MARTINEZ-BROOKS shared the amounts received from Contractor 1, in the total amount of approximately \$27,400, with Bernard and Brashear, among others.

20. On or about the dates listed below, in Essex County, in the District of New Jersey, and elsewhere, for the purpose of executing and attempting to execute this scheme and artifice to defraud and to obtain money and property, defendant

DIANTHE MARTINEZ-BROOKS

knowingly and intentionally transmitted and caused to be transmitted in interstate commerce by means of wire, radio and television communications certain writings, signs, signals, pictures, and sounds, as listed below:

DATE	WIRE TRANSMISSION
May 15, 2012	Email sent from Bernard to defendant MARTINEZ-BROOKS, through an email server located in Virginia, attaching a draft letter agreement addressed to Brashear purportedly on behalf of Gleaton and Mindshare Media, describing services purportedly to be performed by Mindshare/Gleaton for the NWCDC.
May 15, 2012	Reply e-mail sent by defendant MARTINEZ-BROOKS to Bernard, through an email server located in Virginia, commenting on the section of the draft letter agreement addressed to Brashear pertaining to services to be provided by Mindshare/Gleaton for the NWCDC.
May 15, 2012	Further reply email sent from Bernard to defendant MARTINEZ-BROOKS, through an email server located in Virginia, attaching a revised version of the draft letter agreement addressed to Brashear, which contained an amended section regarding services to be performed by Mindshare/Gleaton for the NWCDC.

In violation of Title 18, United States Code, Sections 1343 and 1346, and Section

2.

FORFEITURE ALLEGATION

1. The allegations contained in all paragraphs of this Information are hereby realleged and incorporated by reference for the purpose of noticing forfeiture pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c).

2. As a result of committing the aforementioned offense in violation of Title 18, United States Code, Sections 1343 and 1346, defendant DIANTHE MARTINEZ-BROOKS shall forfeit to the United States, pursuant to 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c), all property, real and personal, that constituted or was derived from proceeds traceable to the commission of the offenses, totaling approximately \$66,256.

3. If any of the above-described forfeitable property, as a result of any act or omission of defendant MARTINEZ-BROOKS:

- (1) cannot be located upon the exercise of due diligence;
- (2) has been transferred or sold to, or deposited with, a third party;
- (3) has been placed beyond the jurisdiction of the court;
- (4) has been substantially diminished in value; or
- (5) has been commingled with other property which cannot be divided without difficulty;

it is the intent of the United States, pursuant to Title 21, United States Code, Section 853(p), to seek forfeiture of any other property of defendant MARTINEZ-BROOKS up to the value of the above forfeitable property.

Pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c).



CRAIG CARPENITO
United States Attorney

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