

UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA : Hon.  
 :  
 v. : Crim. No.  
 :  
 : 18 U.S.C. §§ 666(a)(1)(A),  
 : 981(a)(1)(C), 1341, 1343, 1349,  
 ISAAC NEWTON : and 2; 28 U.S.C. § 2461

**INDICTMENT**

The Grand Jury in and for the District of New Jersey, sitting at Trenton, charges:

**COUNT 1**

**(Conspiracy to Commit Mail Fraud and Wire Fraud)**

1. During the time period relevant to Count 1 of this Indictment:
  - A. Defendant ISAAC NEWTON (“defendant NEWTON”), who resided in Georgia, was a consultant.
  - B. Willis Edwards III (“Edwards”) was a public official in the local government of the City of Orange Township, New Jersey (“Orange”). In or about July 2012, Edwards was appointed by the Mayor of Orange as the Acting Business Administrator. Edwards remained an Orange public official, holding various titles and functioning for the most part as the Orange Business Administrator, until on or about December 31, 2015, when his resignation became effective. As an Orange public official, including during the period from in or about June 2015 to on or about December 31, 2015, Edwards was in a position to take and influence, and did take and influence, actions taken by and on behalf of Orange.
  - C. Edwards was enrolled as a graduate student at a university in New Jersey (the “University”).

D. Defendant NEWTON's family member ("Defendant NEWTON's family member" and "his family member") also was enrolled in a graduate program at the University.

#### The Conspiracy

2. From in or about June 2015 to in or about June 2016, in the District of New Jersey and elsewhere, defendant

#### ISAAC NEWTON

did knowingly and intentionally conspire and agree with others, including Edwards, to devise a scheme and artifice to defraud Orange of money and property by means of materially false and fraudulent pretenses, representations, and promises, and for the purpose of executing such scheme and artifice, to use and cause to be used the U.S. mail, and to transmit and cause to be transmitted by means of wire, radio, and television communications in interstate and foreign commerce certain writings, signs, signals, pictures, and sounds, contrary to Title 18, United States Code, Section 1341 and Section 1343.

#### Object of the Conspiracy

3. The object of this conspiracy was for defendant NEWTON and Edwards to obtain money and property from Orange through the submission of fraudulent invoices to pay defendant NEWTON for having academic papers written for Edwards, which Edwards plagiarized and passed off as his own work to professors at the University (the "Plagiarism Scheme"), facilitated by the use of the U.S. mail and interstate and foreign wire transmissions.

Fraudulently Obtaining Orange Funds to Pay For the Plagiarism Scheme

4. It was part of the conspiracy that:

A. On or about June 22, 2015, at his family member's request, defendant NEWTON communicated with Edwards about providing assistance to Edwards in connection with his course work for a graduate program at the University.

B. On or about July 2, 2015, defendant NEWTON sent Edwards an email, attached to which was a two-page "Statement of Purpose" for Edwards's Dissertation Proposal for Edwards's course work at the University. Defendant NEWTON had arranged for an associate to write the "Statement of Purpose" for Edwards. On or about the same date, defendant NEWTON forwarded to his family member the email that defendant NEWTON had sent to Edwards, attached to which was the "Statement of Purpose." Defendant NEWTON's family member emailed defendant NEWTON in response, stating, in pertinent part, "Great: Much better than Mines. lol! (I got to start paying for good stuff ha! lol!)." Shortly afterward, defendant NEWTON sent an email to his family member, stating, in pertinent part, "He [Edwards] has to pay 28-30K for the entire document. I can give you something good out of this deal."

C. On or about July 13, 2015, defendant NEWTON sent Edwards a text message stating, in substance, that an associate of defendant NEWTON would write certain academic papers for Edwards at the price of between \$8,500 and \$10,000. Defendant NEWTON received a text message from Edwards responding, in substance, that Edwards could "not commit to the financial requirement at this time under [his] current financial obligations." Later that same day, defendant NEWTON received a text message from Edwards, introducing the idea of having defendant NEWTON do consulting work for Orange. While defendant NEWTON

thereafter did some work for Orange, defendant NEWTON and Edwards fraudulently used invoices submitted by defendant NEWTON, as described below, to dupe Orange into making payments, which were, at least in part, in exchange for academic papers that defendant NEWTON arranged to have written for Edwards.

D. During the period from in or about September 2015 to in or about November 2015, defendant NEWTON, with his family member's assistance, communicated with various associates about writing academic papers for Edwards. During that same period, defendant NEWTON and his family member communicated with Edwards about Edwards's assignments for his courses at the University.

E. On or about November 29, 2015, defendant NEWTON sent Edwards an email, attached to which were several papers that defendant NEWTON had arranged to have written for Edwards's courses at the University. In the email, defendant NEWTON referred to Edwards's Dissertation Proposal as "[t]he 30 page proposal." Defendant NEWTON had arranged for an associate to write the Dissertation Proposal for Edwards (the "Dissertation Proposal written for Edwards"), which defendant NEWTON indicated in the email would "be dispatched to [Edwards] shortly."

F. On or about December 1, 2015, defendant NEWTON sent Edwards an email, referring to the Dissertation Proposal written for Edwards as "the 30 page project." The subject line of the email stated, "Re: 30 Page Project Invoice." Edwards was informed by that email that "the 30 page project is ready to be submitted . . . . Let me know when I should submit an invoice (\$ 12,000) so that it can be delivered." On or about the same day, defendant NEWTON sent an email to an employee in Orange's Finance Department (the "Orange

Employee”), using a server located outside of New Jersey, attaching a fraudulent invoice seeking the payment of \$12,000 for purported “Project Advisory [services] for ORANGE REC” for “(1) month October 1, 2015 to October 31, 2015.”

G. On or about December 8, 2015, in his capacity as an Orange public official, Edwards approved and caused to be approved the issuance of a Purchase Order authorizing the payment of \$12,000 to defendant NEWTON for services purportedly provided to Orange, when defendant NEWTON and Edwards knew that the \$12,000 sought was, at least in part, for papers written for Edwards for his graduate program at the University, including the Dissertation Proposal written for Edwards.

H. On or about December 9, 2015, defendant NEWTON received a text message from Edwards that was transmitted in foreign commerce to defendant NEWTON, who was then outside the United States, attached to which was a photo of a document reflecting that Orange had issued a \$12,000 check to defendant NEWTON, including a sticker showing the U.S. Postal Service tracking number of the mailing used by Orange to send the \$12,000 check to defendant NEWTON.

I. On or about December 9, 2015, defendant NEWTON and Edwards caused to be sent through the U.S. mail the \$12,000 Orange check payable to defendant NEWTON.

J. On or about December 10, 2015, defendant NEWTON sent Edwards an email, using a server located outside of New Jersey, acknowledging receipt of the Orange check in the amount of \$12,000. In the same email, defendant NEWTON sent Edwards the Dissertation Proposal written for Edwards, paid for, at least in part, by the \$12,000 that defendant NEWTON and Edwards fraudulently obtained from Orange.

K. On or about February 15, 2016, defendant NEWTON sent an email to the Orange Employee, using a server located outside of New Jersey, attached to which was a fraudulent invoice seeking a payment of \$16,000 for purported “Professional Services for Strategic Advisory and Operational Planning,” when defendant NEWTON and Edwards knew that the \$16,000 sought was, at least in part, for papers written for Edwards for his graduate program at the University.

L. On or about February 17, 2016, defendant NEWTON and Edwards exchanged text messages, in which they discussed defendant NEWTON’s providing academic papers to Edwards in exchange for further payments to defendant NEWTON from Orange. Defendant NEWTON and Edwards exchanged text messages that stated, in pertinent part:

SOURCE	TEXT MESSAGE
Defendant NEWTON’s Cell Phone	Willis, I have called, texted n emailed [the Orange Employee]. [The Orange Employee] is not responding. U may need to contact urgently so that [the Orange Employee] follow[s] thru. . . .
Edwards’s Cell Phone	K, cease and I will follow up
Defendant NEWTON’s Cell Phone	There mayb 5 to 7 documents needed. Let's talk about the way forward. Tks.
Defendant NEWTON’s Cell Phone	Bro Willis, U r a man of ur word. Tks for ur intervention. I just heard from [the Orange Employee]. [The Orange Employee] indicated that [the Orange Employee] was quite bz n would address outstanding consultancy 2morrow. Here is what I am recommending. But i need to be guided by ur wisdom. Given what is due, I recommend that the total amount owed be submitted. That is 16000 plus 10000 to equal 26000 for Nov n Dec. This will cover all outstanding. . . .
Edwards’s Cell Phone	Can't do

SOURCE	TEXT MESSAGE
Edwards's Cell Phone	I think you and I have different math skills
Edwards's Cell Phone	Let's speak
Edwards's Cell Phone	Way to much
Edwards's Cell Phone	And unfair
Edwards's Cell Phone	I am in total shock
Defendant NEWTON's Cell Phone	Don't be in shock. Let's talk. I am in a mtg n will lv the mtg to talk to u in 10mins. I am in ur corner. Don't worry.
Defendant NEWTON's Cell Phone	U will be fully satisfied when I explain. Will call u in 6mins
Defendant NEWTON's Cell Phone	Calling now
Defendant NEWTON's Cell Phone	Got it. We will proceed on 16k as originally discussed. . . .

M. On or about February 25, 2016, defendant NEWTON and Edwards caused Orange to issue a \$16,000 check payable to defendant NEWTON for services purportedly provided to Orange, when defendant NEWTON and Edwards knew that the \$16,000 payment was, at least in part, for academic papers written for Edwards.

N. On or about March 1, 2016, defendant NEWTON, with his family member's assistance, communicated with an associate about writing academic papers for Edwards.

O. On or about March 11, 2016, defendant NEWTON sent an email to the Orange Employee, using a server located outside of New Jersey, attached to which was a fraudulent invoice seeking a payment of \$10,000 for purported "Professional Services for Strategic Advisory and Operational Planning," when defendant NEWTON and Edwards knew

that the \$10,000 sought was, at least in part, for papers written for Edwards for his graduate program at the University.

P. On or about April 4, 2016, defendant NEWTON and Edwards caused Orange to issue a \$10,000 check payable to defendant NEWTON for services purportedly provided to Orange, when defendant NEWTON and Edwards knew that the \$10,000 payment was, at least in part, for academic papers written for Edwards.

Q. On or about April 4, 2016, defendant NEWTON and Edwards caused to be sent through the U.S. mail the \$10,000 Orange check payable to defendant NEWTON.

R. On or about April 11, 2016, after defendant NEWTON acknowledged receipt of the \$10,000 Orange check, defendant NEWTON sent Edwards an email, attached to which were several papers that defendant NEWTON had arranged to have written for Edwards's courses at the University.

S. On or about June 20, 2016, Edwards sent emails to several professors of the University in which he asked them to grade the attached outstanding assignments so that he did "not receive a failing grade for all of the hard work that [he had] done." Attached to these emails were academic papers, including a Dissertation Proposal, which were virtually identical to papers that Edwards previously had received from defendant NEWTON and which Edwards plagiarized and passed off as his own work.

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



**COUNTS 2 to 6**

**(Wire Fraud)**

1. Paragraphs 1 and 4 of Count 1 of this Indictment are realleged and incorporated by reference as though fully set forth herein.

2. From in or about June 2015 to in or about June 2016, in the District of New Jersey and elsewhere, defendant

ISAAC NEWTON

and others, including Edwards, knowingly did devise and intend to devise a scheme and artifice to defraud Orange of money and property in connection with the Plagiarism Scheme by means of materially false and fraudulent pretenses, representations, and promises.

3. On or about the dates set forth below, in the District of New Jersey and elsewhere, for the purposes of executing and attempting to execute this scheme and artifice to defraud, defendant

ISAAC NEWTON

knowingly and intentionally did transmit and cause to be transmitted by means of wire, radio, and television communications in interstate and foreign commerce, certain writings, signs, signals, pictures and sounds, as described below:

<b>COUNT</b>	<b>DATE</b>	<b>WIRE COMMUNICATION</b>
2	December 1, 2015	Defendant NEWTON sent an email to the Orange Employee, using a server located outside of New Jersey, seeking a \$12,000 payment from Orange, which was, at least in part, for papers written for Edwards for his graduate program at the University.
3	December 9, 2015	Defendant NEWTON, who was then outside the United States, received a text message from Edwards that was transmitted in foreign commerce, attached to which was a photo of a document reflecting that Orange had issued a

COUNT	DATE	WIRE COMMUNICATION
		\$12,000 check to defendant NEWTON, including a sticker showing the U.S. Postal Service tracking number of the mailing used by Orange to send the \$12,000 check to defendant NEWTON.
4	December 10, 2015	Defendant NEWTON sent Edwards an email, using a server located outside of New Jersey, acknowledging receipt of an Orange check in the amount of \$12,000 and sending the Dissertation Proposal written for Edwards.
5	February 15, 2016	Defendant NEWTON sent an email to the Orange Employee, using a server located outside of New Jersey, attached to which was a fraudulent invoice seeking a \$16,000 payment, which was, at least in part, for academic papers written for Edwards.
6	March 11, 2016	Defendant NEWTON sent an email to the Orange Employee, using a server located outside of New Jersey, attached to which was a fraudulent invoice seeking a \$10,000 payment, which was, at least in part, for academic papers written for Edwards.

In violation of Title 18, United States Code, Section 1343 and Section 2.

**COUNTS 7 to 8**

**(Mail Fraud)**

1. Paragraphs 1 and 4 of Count 1 of this Indictment are realleged and incorporated by reference as though fully set forth herein.

2. From in or about June 2015 to in or about June 2016, in the District of New Jersey and elsewhere, defendant

ISAAC NEWTON

and others, including Edwards, knowingly did devise and intend to devise a scheme and artifice to defraud Orange of money and property in connection with the Plagiarism Scheme by means of materially false and fraudulent pretenses, representations, and promises.

3. On or about the dates set forth below, in the District of New Jersey and elsewhere, for the purposes of executing and attempting to execute this scheme and artifice to defraud, defendant

ISAAC NEWTON

knowingly and intentionally did place and caused to be placed in a post office and authorized depository for mail, and caused to be delivered thereon, certain mail matter set forth below to be delivered by the U.S. Postal Service:

<b>COUNT</b>	<b>DATE</b>	<b>MAILING ENCLOSING:</b>
7	December 9, 2015	A \$12,000 Orange check payable to defendant NEWTON
8	April 4, 2016	A \$10,000 Orange check payable to defendant NEWTON

In violation of Title 18, United States Code, Section 1341 and Section 2.

**COUNT 9**

**(Unlawfully Obtaining \$5,000 and More in Funds From a Federally Funded Local Government)**

1. Paragraphs 1 and 4 of Count 1 of this Indictment are realleged and incorporated by reference as though fully set forth herein.

2. During the time period relevant to Count 9 of this Indictment:

A. Edwards was an agent of Orange, within the meaning of Title 18, United States Code, Section 666(d)(1).

B. Orange received benefits in excess of \$10,000 under Federal programs involving grants, contracts, subsidies, loans, guarantees, insurance, or other forms of Federal assistance within the relevant 12-month time period, within the meaning of Title 18, United States Code, Sections 666(b) and 666(d)(5).

3. From in or about June 2015 to in or about December 2015, in the District of New Jersey and elsewhere, defendant

ISAAC NEWTON

and others, including Edwards, an agent of Orange, did knowingly embezzle, steal, obtain by fraud, and otherwise without authority convert to the use of persons other than the rightful owner and intentionally misapply money valued at \$5,000 and more, owned by, and under the care, custody, and control of, Orange in connection with the Plagiarism Scheme.

In violation of Title 18, United States Code, Section 666(a)(1)(A) and Section 2.

**FORFEITURE ALLEGATION AS TO COUNTS 1 TO 9**

1. As a result of committing the offenses charged in Counts 1 to 9 of the Indictment, defendant

ISAAC NEWTON

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 constituted or was derived from proceeds traceable to the commission of the said offenses.

**SUBSTITUTE ASSETS PROVISION**

**(Applicable to All Forfeiture Allegations)**


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

- 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;

the United States shall be entitled, pursuant to 21 U.S.C. § 853(p) (as incorporated by 28 U.S.C. § 2461(c)), to forfeiture of any other property of defendant NEWTON up to the value of the above-described forfeitable property.

A TRUE BILL



  
RACHAEL A HONIG  
ATTORNEY FOR THE UNITED STATES,  
ACTING UNDER AUTHORITY  
CONFERRED BY 28 U.S.C. § 515

CASE NUMBER: 20-\_\_\_\_\_

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

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**UNITED STATES OF AMERICA**

v.

**ISAAC NEWTON**

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**INDICTMENT FOR**  
18 U.S.C. §§ 666(a)(1)(A), 981(a)(1)(C),  
1341, 1343, 1349, and § 2;  
28 U.S.C. § 2461

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**A True Bill,**

  
**Foreperson**

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**RACHAEL A. HONIG**  
*ATTORNEY FOR THE UNITED STATES,  
ACTING UNDER AUTHORITY CONFERRED BY 28 U.S.C. § 515  
TRENTON, NEW JERSEY*

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**J FORTIER IMBERT  
CARI FAIS**  
*ASSISTANT U.S. ATTORNEYS*  
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