

UNITED STATES DISTRICT COURT

for the
District of New Jersey

ORIGINAL FILED
JUN 11 2021
WILLIAM T. WALSH

United States of America
v.
Victoria Crosby,
a/k/a "Kizzy Hudgins," "Kizzy Crosby," "Vickie
Hudgins"

Case No.
21-MJ- 17006 (SAK)

Defendant(s)

CRIMINAL COMPLAINT

I, the complainant in this case, state that the following is true to the best of my knowledge and belief.

On or about the date(s) of See Attachment A in the county of Atlantic in the
District of New Jersey, the defendant(s) violated:

Table with 2 columns: Code Section and Offense Description. Rows include 18 USC § 1343, 42 USC § 408, 18 USC § 1347, 18 USC § 1001 and descriptions like Wire Fraud, Concealing any event affecting continued right to payment by the Social Security Administration, Health care fraud, False statements, representations or documents to HUD.

This criminal complaint is based on these facts:

See Attachment B

Continued on the attached sheet.

Handwritten signature of Melissa Gibson

Complainant's signature

Melissa Gibson, USAO Special Agent

Printed name and title

Sworn to before me and signed in my presence.

Date: 06/11/2021

Handwritten signature of Sharon A. King

Judge's signature

City and state: Camden, New Jersey

Sharon A. King, U.S. Magistrate Judge

Printed name and title

CONTENTS APPROVED
UNITED STATES ATTORNEY

By: 

Jason M. Richardson, AUSA

Date: June 10, 2021

ATTACHMENT A

Count 1

From at least as early as in or around January 2020, through at least in or about January 2021, in Atlantic County, in the District of New Jersey, and elsewhere,

VICTORIA CROSBY

did transmit and cause to be transmitted by means of wire, radio, and television communication in interstate and foreign commerce, writings, signs, signals, pictures, and sounds, for the purpose of executing a scheme and artifice to defraud, and for obtaining money and property by means of false and fraudulent pretenses, representations, and promises, as described in Attachment B.

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

Count 2

From in or about January 2020 through in or about the present date, in Atlantic County, in the District of New Jersey and elsewhere, defendant

VICTORIA CROSBY

in a matter within the jurisdiction of the SSA, having knowledge of the occurrence of an event affecting her continued right to Supplemental Security Income payments, did knowingly conceal and fail to disclose such events with the intent fraudulently to secure SSI payments in a greater amount than was due and when no payment was authorized.

In violation of Title 42, United States Code, Section 408(a)(4)

Count 3

From in or about January 2020 through in or about the present date, in Atlantic County, in the District of New Jersey and elsewhere, defendant

VICTORIA CROSBY

did knowingly and willfully execute a scheme and artifice to defraud a health care benefit program, namely, the Medicaid program, in connection with the delivery of and payment of health care benefits, items, and services, namely, medical services provided by hospitals and physicians, as well as medications

sold by pharmacies, in the aggregate amount of \$86,689.93, which she had obtained by false and fraudulent pretenses.

In violation of Title 18, United States Code, Section 1347

Count 4

From in or about January 2020 through in or about the present date, in Atlantic County, in the District of New Jersey and elsewhere, defendant

VICTORIA CROSBY

having knowledge of the occurrence of an event affecting her eligibility under U.S. Housing and Urban Development's ("HUD") public housing program, knowingly and willfully made false writings in a matter within the jurisdiction of the Executive Branch of the United States, with knowledge that such writings contained materially false, fictitious, or fraudulent entries to HUD.

The Scheme

1. On May 31, 2013, defendant Victoria Crosby was accepted into HUD's Public and Indian Housing Program.
2. On March 14, 2018, defendant Victoria Crosby entered into a lease agreement with the Housing Authority of Atlantic City, New Jersey ("HAAC") to lease a unit in the Inlet Towers. At the time the lease was executed, defendant Crosby signed numerous documents, under penalty of perjury, acknowledging that the HAAC relies on the tenant's income and household composition to determine the income-based rent Crosby is responsible to pay for her unit.
3. At no time during her tenancy from 2018 to the present date has defendant Victoria Crosby reported any income to HAAC, other than Social Security benefits.
4. On March 20, 2019, defendant Victoria Crosby signed an "Asset Information" form, under penalty of perjury, attesting that Crosby does not have a checking, savings, retirement, or money market account with any bank or credit union.
5. On June 29, 2020, defendant Victoria Crosby signed the annual recertification documents and only reported her income as \$9,768. Based upon this income, the HAAC calculated defendant Crosby's income-based rent at \$234 per month.
6. The HAAC advised that if defendant Victoria Crosby received and

reported income between January 2020 and March 2021, totaling \$118,826, Crosby would not have been eligible to receive any public housing assistance funding toward the rental of her unit. Defendant Crosby would be allowed to remain in the housing authority operated unit; however, defendant Crosby would be responsible for the full amount of rent, \$837 per month.

7. Based upon this information, from January 2020 through March 2021, defendant Victoria Crosby did not report \$118,826 in income received through the above referenced fraud scheme. This underreporting resulted in a housing benefit to defendant Victoria Crosby totaling \$9,057 to which defendant Crosby would not have been entitled to receive.

In violation of Title 18, United States Code, Section 1001 and Title 18, United States Code, Section 2

ATTACHMENT B

I, Melissa Gibson, being first duly sworn, hereby depose and state as follows:

I. INTRODUCTION AND AGENT BACKGROUND

1. I am a Special Agent with the United States Attorney's Office for the District of New Jersey and have been so employed since November 2016. I am currently assigned to the District of New Jersey, Trenton and Camden, New Jersey offices. I have been employed as a Special Agent with the federal government for more than 25 years. Prior to becoming a Special Agent with the United States Attorney's Office, I was employed as a Special Agent with the Defense Criminal Investigative Service, the United States Secret Service, the Department of Health and Human Service - Office of Inspector General, and the United States Postal Service - Office of Inspector General. During my 25-year career in federal law enforcement, I have participated in, and conducted, many criminal investigations involving violations of the laws of the United States, including but not limited to laws relating to false, fictitious, and fraudulent claims, wire fraud, mail fraud, money laundering, and computer-related offenses. I have completed specialized training through the Federal Law Enforcement Training Center, including the Criminal Investigator Training Program. Through this training and experience, I have become familiar with a wide variety of fraudulent schemes and the federal statutes proscribing such fraudulent activity.

2. Based on my training and experience and the facts as set forth in this Affidavit, there is probable cause to believe that VICTORIA CROSBY (hereafter "CROSBY"), and others, knowingly conspired to defraud unsuspecting elderly victims in the United States following the death of their spouses (or family members). Specifically, CROSBY and others contacted victims whose spouses (or family members) recently died using a prepaid cellular phone. During the phone calls, CROSBY and others used fictitious names and purported to be employees of either a retirement benefit office and/or a life insurance company. Victims were told that life insurance policies, obtained by their deceased family member and for which they were the beneficiary, were in arrears and that in order to correct the underpayment, victims needed to pay thousands of dollars in arrearages. Victims were instructed to purchase Reloadit packs¹ at various retailers and provide the caller with the 10-digit codes on the back. After obtaining the Reloadit pack information, CROSBY and others loaded the money into accounts they

¹ Reloadit packs, also referred to as Reloadit cards, are a type of reloadable prepaid card sold in various retail stores across the United States. Reloadit packs are similar to other brands of reloadable packs available for purchase (i.e. MoneyPak). Reloadit packs are issued and administered by Blackhawk Network, Inc., in Pleasanton, California.

controlled on the Reloadit website, then loaded victim money onto prepaid debit cards they also controlled. According to video surveillance footage obtained by law enforcement, CROSBY withdrew victim funds from various ATM's in New Jersey.

3. The information contained in this Affidavit is based upon my personal knowledge and observations, my training and experience, conversations with other law enforcement officers (including officers who have engaged in numerous investigations involving fraud, money laundering, and computer-based crimes), interviews, and the review of documents and records. Because this Affidavit is being submitted for the limited purpose of establishing probable cause, I have not included every detail of every aspect of the investigation. Unless specifically indicated, all conversations and statements described in this Affidavit are related in substance and in part. Where I assert that an event took place on a particular date, I am asserting that it took place on or about the date alleged.

II. BACKGROUND

4. There is probable cause to believe that CROSBY, and other unknown individuals, used a prepaid cellular device (hereafter referred to as the "FRAUDULENT CELL PHONE") to contact and defraud elderly victims whose spouses (or family members) recently died.² Specifically, they called the victims and claimed to be employees from either a retirement benefits office or a life insurance company, then told victims that their deceased family member had a pension or life insurance policy for which they were the beneficiary, but that the premiums were in arrears. Victims were then instructed on how to make payments to ensure the pension/policy was paid in full.

5. To date, law enforcement has interviewed 17 victims of the fraudulent scheme. The combined dollar loss for these victims is over \$100,000.³

6. According to records obtained from AT&T, the name "Kizzy

² Many of the victims were over 70 years of age and their spouses had recently passed away. One of the victims (referred to in this affidavit as VICTIM 3) was contacted just two days after her husband died.

³ Based on the review of toll records from AT&T for the FRAUDULENT CELL PHONE, law enforcement believes there are additional victims. Many of the calls from the FRAUDULENT CELL PHONE match the known modus operandi of the fraudulent scheme, in that victims were kept on the phone for extended periods of time while they drove to the store to purchase Reloadit cards. The AT&T records reveal many phone calls in excess of 30 minutes to elderly individuals around the country. Law enforcement is actively identifying, contacting, and interviewing these additional victims.

Hudgins” was used to obtain the FRAUDULENT CELL PHONE.⁴ The name “Vickie Hudgins” was used to obtain cellular phone number XXX-XXX-1807, a phone known to be used by CROSBY and hereafter referred to as CROSBY CELL PHONE.

a. The FRAUDULENT CELL PHONE was the prepaid cellular device used to contact and communicate with fraud victims. According to records from AT&T, the account subscriber was “Kizzy Hudgins” and the address provided by the subscriber was 223 Atlantic Avenue, Atlantic City, New Jersey, 08401. A credit card issued to CROSBY was used to pay for the FRAUDULENT CELL PHONE on at least one occasion. The credit card used to pay for the FRAUDULENT CELL PHONE was billed to CROSBY at the CROSBY Residence.

b. The CROSBY CELL PHONE is a prepaid cellular device known to be used by CROSBY. According to records from AT&T, the account subscriber is “Vickie Hudgins.” On several occasions, a credit card issued to CROSBY was used to pay for the CROSBY CELL PHONE.

7. Reloadit is a cash in service that allows customers the ability to add money to prepaid debit cards through the purchase of Reloadit packs and through the use of the Reloadit website, www.reloadit.com (hereafter “the website”). Using the website, users can “load” a Reloadit pack into their Reloadit “Safe.”⁵ Once the packs are in their Safe, users can “load” the money from their Safe onto General Purpose Reloadable (GPR) prepaid cards,⁶ which are linked to the Safe by the user.

8. Reloadit packs were created by Blackhawk Network, Inc. (hereafter “Blackhawk”) and are a type of “reload pack,” similar to other brands of reloadable packs available for purchase (i.e. MoneyPak). Blackhawk administers the creation and activation of Reloadit Safes, the loading of Reloadit packs into those Safes, and the subsequent loading of funds onto GPR prepaid cards linked to the Safes.

⁴ The FRAUDULT CELL PHONE was used to contact victims.

⁵ Blackhawk uses the terminology “Safe” when referring to a user’s Reloadit account.

⁶ A GPR prepaid card is much like a debit card, except instead of being linked to a traditional checking account, GPR prepaid cards are loaded with money upfront. GPR prepaid cards are reloadable, so when the money on the card is depleted, customers can add additional funds to the GPR prepaid card. GPR prepaid cards can be purchased at various retailers (including drug and grocery stores) and online. GPR prepaid cards can be used to make purchases in stores and online, to pay bills online, and to withdrawal cash at ATM’s.

9. A Reloadit pack can be purchased at thousands of stores nationwide. At the time of purchase, customers pay a \$3.95 purchase fee and can load anywhere from \$20 to \$500 to the pack. Reloadit packs can only be purchased with cash. Once purchased, users must open a Reloadit Safe on the website using a valid email address and password. After opening the Safe, users receive notification via a popup on the website that their Safe has been set up successfully, that an email has been sent to their email address, and that they must click on the link sent to their email account to activate their Safe.

10. As a result of this investigation, I have learned that when a user creates a Safe on the website, a notification is automatically sent to the email address used to create the Safe with an activation link. In addition, when a user loads money into their Safe, an email is sent to the email address notifying them that money has been loaded to their Safe. The email accounts used to create and activate Safes used in the fraudulent scheme were associated with CROSBY.⁷

11. Once the Safe is activated, users can add Reloadit packs to their Safe by logging into the website, with their email address and password, and entering the 10-digit pack number on the back of the pack and the dollar amount of the pack. Users cannot add more than \$1,000 worth of packs to their Safe in one day and cannot have more than \$2,000 worth of packs in their Safe at any given time.

12. Users can also link GPR prepaid cards to their Safe on the website. Once the GPR prepaid card information is stored in their Safe, users can load the GPR cards with money from their Safe. Customers can store up to ten GPR prepaid cards in a Safe.

13. Netspend Corporation (hereafter "Netspend") in Austin, Texas, administers oversight of the GPR prepaid cards once they are loaded with funds from the Safes. Netspend maintains records of the purchases and withdrawals made using the GPR prepaid cards, to include the transaction type (*i.e.* ATM withdrawal), the location of the transaction, and the date and time of the transaction.

⁷ Investigation revealed that in addition to creating Safes using email addresses created and controlled by CROSBY, CROSBY also created Safes using email address belonging to victims. Law enforcement is not seeking search warrants for victim email addresses used in the scheme, as it appears CROSBY created the Safes from IP addresses assigned to CROSBY's Residence. There is no evidence to believe that CROSBY controlled the victim's actual email accounts, but instead likely directed victims to log into their email accounts, locate the activation email sent from Reloadit, and click on the link provided to activate the Safe. CROSBY did control the Reloadit Safes, which she and others used to launder victim monies.

III. THE INVESTIGATION

Victim 1

14. On May 15, 2020, VICTIM 1, the spouse of a deceased Maryland state employee, received two “blocked” (numbers not identified) telephone calls on her home phone. VICTIM 1 did not answer these calls, but when the phone rang for a third time, VICTIM 1 answered the phone. VICTIM 1 reported that she spoke to two individuals on the telephone (hereafter referred collectively as “the conspirators”) who told VICTIM 1 they were from the payroll office of the Maryland State Retirement Agency (“MSRA”), in Baltimore, Maryland. VICTIM 1 stated that conspirators knew the approximate amount of her husband’s pension, although two of the numbers in the amount were transposed. Conspirators told VICTIM 1 that her husband had signed up for life insurance, medical insurance, and had a pension, but stated there were issues with the paperwork for the life insurance and that her deceased spouse was in arrears on payments relating to his pension. Conspirators told VICTIM 1 that her deceased husband still owed \$4,498 and that VICTIM 1’s benefits would cease unless the amount was paid in full immediately. At the time of the fraud, VICTIM 1 was 70 years of age and her husband had died less than a month earlier.

15. During the May 15, 2020 telephone conversation, conspirators instructed VICTIM 1 to provide them with her cellular number so that they could call her cell phone. Once conspirators established contact with VICTIM 1 on her cell phone, they instructed VICTIM 1 to go to an Office Depot store in Hagerstown, Maryland, to purchase \$4,498 in Reloadit packs. VICTIM 1 was given specific instructions about purchasing the packs in increments of \$500, to bring a manilla envelope with her so she could mail the Reloadit packs to them, and was told that once the packs were mailed, VICTIM 1’s benefits would continue without interruption and the pension and life insurance policy amount would no longer be in arrears.

16. While attempting to purchase the Reloadit packs at the Office Depot, the store manager recognized that VICTIM 1 was being scammed, told VICTIM 1 that the individuals on the phone were attempting to defraud her, and did not allow VICTIM 1 to purchase the Reloadit packs.

17. Phone records obtained from Verizon for VICTIM 1’s home phone number confirm that on May 15, 2020, VICTIM 1 received several calls from the FRAUDULENT CELL PHONE. The first two calls only lasted for a few seconds and were not answered. The third call was received at 1:05 pm and lasted 10 minutes and 20 seconds, the next call was received at 1:16 pm and lasted 2 minutes and 29 seconds, and the last call to the home phone occurred at 1:19 pm and lasted 49 minutes and 37 seconds.

18. Phone records obtained from AT&T for VICTIM 1's cellular phone number reveal that on May 15, 2020, at 2:07 pm, VICTIM 1 received a call from the FRAUDULENT CELL PHONE that lasted approximately 29 minutes and 50 seconds.

19. Phone records obtained from AT&T for the FRAUDULENT CELL PHONE confirm that on May 15, 2020, it was used to call VICTIM 1's home and cellular phone numbers.

Victim 2

20. On November 12, 2020, VICTIM 2 received a "blocked" telephone call on her cellular phone. The female caller told VICTIM 2 she was from MSRA and was calling regarding a life insurance policy obtained by her deceased husband, for which she was the beneficiary. The caller told VICTIM 2 that her deceased husband, a Maryland state employee who passed away approximately two weeks earlier, was in arrears on a life insurance policy and that in order to receive the insurance payout, VICTIM 2 needed to pay the amount in arrears. VICTIM 2 was instructed to purchase Reloadit packs, scratch off the back of the cards and provide the caller with the 10-digit number on the back of the Reloadit packs, and then mail the Reloadit packs to addresses in Portland, Oregon, and Seattle, Washington.⁸ VICTIM 2 reported to law enforcement that on November 12, 2020, she spoke to both the female caller from MSRA and a male caller purportedly from MetLife.

21. The conspirators told VICTIM 2 that Reloadit packs could be purchased in \$500 increments. VICTIM 2 stated that on November 12, 2020, the conspirators instructed her to purchase approximately \$3,498 in Reloadit packs from Office Depot, then mail them to an address in Portland, Oregon. VICTIM 2 was also instructed to scratch off a coating on the back of each pack and provide the 10-digit code to the caller, prior to mailing the packs.⁹ VICTIM 2 did as instructed.

22. On November 13, 2020, VICTIM 2 received a call from another female who indicated she also was with the MSRA and was the supervisor of the person who called VICTIM 2 the previous day. This individual told VICTIM 2 that the caller from the previous evening made a mistake in the amount owed and that VICTIM 2 needed to pay additional monies. VICTIM 2 was instructed to purchase Reloadit packs and follow the same procedures as the night before. On November 13, 2020 and November 14, 2020, VICTIM 2 purchased approximately \$6,496 in additional Reloadit packs from several Safeway stores

⁸ MSRA does not have facilities in either state.

⁹ With the 10-digit identifying number, the conspirators were able to electronically deposit the packs to Safes they controlled on the Reloadit website.

in Maryland and provided the 10-digit identifying numbers on the back of each card to the caller.

23. In total, VICTIM 2 lost over \$10,000. This loss figure includes the value of the twenty Reloadit packs (\$9,994), the \$3.95 purchase fee for each Reloadit pack (totaling \$79), and the fees incurred by the victim when withdrawing cash to purchase the Reloadit packs.¹⁰ At the time of the fraud, VICTIM 2 was 73 years of age.

24. Phone records obtained from AT&T for the FRAUDULENT CELL PHONE confirm that on November 12, 2020 and November 13, 2020, the FRAUDULENT CELL PHONE was used to call VICTIM 2's cellular phone number nine times. On November 12, 2020, the FRAUDULENT CELL PHONE called and connected with VICTIM 2's cellular phone number at the following times and for the following durations: at 3:19 pm for 24 minutes and 21 seconds; at 3:46 pm for 47 minutes and 53 seconds; at 4:34 pm for 148 minutes and 17 seconds; and at 7:16 pm for 108 minutes and 13 seconds. On November 13, 2020, the FRAUDULENT CELL PHONE contacted VICTIM 2's cellular device at 9:34 am for 28 minutes and 40 seconds, then again at 10:03 am for 5 minutes and 8 seconds.

IV. REVIEW OF RECORDS

Cellular Phone Records

25. According to records obtained from AT&T pursuant to a Grand Jury subpoena, on March 9, 2020, the FRAUDULENT CELL PHONE was opened and activated at a Cricket Wireless in Atlantic City, New Jersey, under the name of "Kizzy Hudgins,"¹¹ 223 Atlantic Avenue, Atlantic City, New Jersey 08401. Payment records reveal that a credit card issued to CROSBY was used to pay for the FRAUDULENT CELL PHONE on at least one occasion. Specifically, on September 20, 2020, a credit card issued to CROSBY by Capital One was used to make a \$45 payment for the FRAUDULENT CELL PHONE.

26. According to records obtained from AT&T pursuant to a Grand Jury subpoena, on September 18, 2019, the CROSBY CELL PHONE was opened and activated at Cricket Wireless, using the name of "Vickie Hudgins,"¹² with an address of 1517A McKinley Avenue, Atlantic City, New

¹⁰ Reloadit packs can only be purchased with cash.

¹¹ Attempts to fully identify an individual with the name "Kizzy Hudgins" were unsuccessful, as it appears to be just an alias used by CROSBY. Per queries of commercial and law enforcement databases, identifying information for the name Kizzy Hudgins could not be found.

¹² Vickie is a common nickname for Victoria, CROSBY's first name.

Jersey 08401. As of March 14, 2021, the account was still active. Payment records for the account reveal that a credit card issued to CROSBY by Capital One was used to pay for the CROSBY CELL PHONE on multiple occasions.

27. AT&T toll records for the FRAUDULENT CELL PHONE reveal that the phone was used to call numerous victims, including VICTIM 1 and VICTIM 2 discussed above. From March 9, 2020 to January 2, 2021, there were approximately 9,671 telephone calls made or received using the FRAUDULENT CELL PHONE. Analysis of the phone numbers contacted by the FRAUDULENT CELL PHONE reveal that many of the phone numbers contacted were registered to U.S. citizens over the age of 65, some of whose spouses passed away just prior to being contacted. For example, on December 17, 2020, the FRAUDULENT CELL PHONE was used to call a telephone number with a South Carolina area code. The call lasted approximately 146 minutes. A commercial database query and the review of Social Security databases revealed the recipient of the call (hereafter referred to as "VICTIM 3") was approximately 72 years of age and that her spouse died on December 15, 2020, just two days prior to being contacted by the FRAUDULENT CELL PHONE.

28. Law enforcement interviewed VICTIM 3 who reported that following her husband's death, she was contacted by individuals who told her they worked for an insurance company and were calling regarding her deceased husband's life insurance policy. The callers told VICTIM 3 that payments towards the policy were in arrears and that in order to receive her husband's life insurance she needed to pay the arrearages. As with VICTIMS 1 and 2, VICTIM 3 was contacted by the FRAUDULENT CELL PHONE and instructed to purchase reloadable packs. VICTIM 3 advised law enforcement that she purchased the cards as directed and lost approximately \$10,000.

Bank records

29. According to the review of bank records obtained from Comerica Bank, both the FRAUDULENT CELL PHONE and the CROSBY CELL PHONE were used to access CROSBY's Direct Express account. According to the Direct Express' website, Direct Express is a fast convenient way for people to have their federal benefits automatically deposited on to their prepaid debit card account. The Direct Express credit card is issued by Comerica Bank. CROSBY receives Social Security Disability Benefits. Those benefits are deposited into a Direct Express debit card account. CROSBY used both the FRAUDULENT CELL PHONE and the CROSBY CELL PHONE to access her Direct Express account. For example, on August 1, 2020, the FRAUDULENT CELL PHONE called in regarding CROSBY's account. In March 2020, the CROSBY CELL PHONE called into Crosby's Direct Express account.

30. According to the review of bank records obtained from Wells Fargo Bank, on December 7, 2019, CROSBY opened a Wells Fargo checking account

ending in -1836 (hereafter referred to as "WF -1836"). On account opening documents, CROSBY listed her address on N. New Hampshire Avenue, Atlantic City, New Jersey. Analysis of bank statements revealed that between on or about January 2020 and in or about December 2020, there were cash deposits and incoming Zelle¹³ transfers into CROSBY's account totaling approximately \$110,380.01.

Reloadit Records

31. Blackhawk is the issuer and administrator of Reloadit Packs. A review of records obtained from Blackhawk reveal that the Reloadit packs purchased by victims were deposited into numerous Safes maintained by Blackhawk. In order to open a Safe account, a user must provide Blackhawk with a valid email account. Blackhawk verifies that the email account is valid by requiring that a user "activate" their Safe using their email account. After a Safe account is created at www.reloadit.com, Blackhawk sends a link to the user's email account and requires that the user click on the link to activate their Safe account.

32. Based on the review of records from Blackhawk, Reloadit packs from victims were loaded into numerous Safe accounts.

33. Records from Blackhawk reveal that Reloadit packs purchased by a victim in Montana (hereafter referred to as "VICTIM 4") were loaded into Safe accounts created using email accounts associated with CROSBY.

34. According to Blackhawk records, on September 23, 2020, a Safe was created using an email account associated with CROSBY. The Safe was created from Internet Protocol ("IP") address 69.248.14.115. According to Comcast records, this IP address was assigned to CROSBY's Residence from October 13, 2020 to March 17, 2021.¹⁴ On September 22, 2020, a \$500 Reloadit pack purchased by VICTIM 4 was loaded to this Safe. On September

¹³ According to Experian, Zelle is a mobile payment application that allows peer-to-peer (P2P) money transfers, simplifying the process of paying for things and making it easier to move money without handling cash or visiting the bank. Zelle sends the recipient a text or email indicating there's a payment waiting for them, along with a link to accept it. If the recipient's bank is a participating partner, the recipient simply needs to register for the service through their bank's website or mobile app with an email address or phone number. See <https://www.experian.com/blogs/ask-experian/heres-what-you-need-to-know-about-zelle-the-mobile-payment-app-that-rivals-venmo/>.

¹⁴ Comcast only provides seven months of historical IP lease records, but the review of records from Wells Fargo reveal that CROSBY accessed her bank accounts from Comcast IP address 69.248.14.115 numerous times from July 2020 through March 2021, therefore, there is probable cause to believe that the IP address 69.248.14.115 was leased to the subscriber account at CROSBY's Residence as early as July 2020.

25, 2020, the money was loaded onto GPR prepaid card (hereafter "GPR prepaid card -5592).

35. According to Blackhawk records, on September 23, 2020, a Safe was created using an email account associated with CROSBY. The Safe was created from IP address 69.248.14.115.¹⁵ According to Comcast records, this IP address was assigned to CROSBY's Residence. On September 22, 2020, two Reloadit packs purchased by VICTIM 4, valued at \$500 and \$397, were loaded to this Safe. On September 24, 2020, the money from both packs was loaded onto GPR prepaid card (hereafter "GPR prepaid card - 5246").

36. A review of records obtained from Blackhawk reveal that the Reloadit packs purchased by VICTIM 2 were deposited into at least three different Safes maintained by Blackhawk. In order to open a Safe account, a user must provide Blackhawk with a valid email account. Blackhawk verifies that the email account is valid by requiring that a user "activate" their Safe using their email account. After a Safe account is created at www.reloadit.com, Blackhawk sends a link to the user's email account and requires that the user click on the link to activate their Safe account.

37. Based on the review of records from Blackhawk, Reloadit packs from VICTIM 2 were loaded into Safe accounts established using email accounts associated with VICTORY CROSBY.

38. According to Blackhawk records, a Safe ending in -PZ08 (hereafter "Safe -PZ08") was created on October 20, 2020, using an email account associated with VICTORIA CROSBY. Safe -PZ08 was created from IP address 151.181.238.222. A query of iplocation.net,¹⁶ the Internet Service Provider ("ISP") for this IP address is Lightower Fiber Networks, LLC, and the geolocation for the IP address is AtlantiCare in Atlantic City, New Jersey, a medical practice where CROSBY receives care.¹⁷ From October 30, 2020 to November 18, 2020, ten Reloadit packs, with a combined value of \$4,786, were loaded into this Safe. The following GPR prepaid card numbers were linked to this Safe and "loaded" with money from VICTIM 2: GPR prepaid - 1310, GPR prepaid card - 6085, and GPR prepaid card -5529.

¹⁵ This is the same IP address used to create the Safe in the preceding paragraph and was leased to CROSBY's Residence.

¹⁶ [Iplocation.net](http://iplocation.net) is a free website that allows users of the website to determine who the registered provider of a domain name or an IP addresses is or who the Internet Service Provider is. I know based on training and experience that this website is reliable and an accurate directory for domain providers and IP addresses.

¹⁷ CROSBY is a patient of a provider located within this AtlantiCare facility. The medical provider identified CROSBY based on still photographs from surveillance video footage.

39. According to Blackhawk records, a Safe ending in -C16H was created on October 20, 2020, using an email account associated with VICTORIA CROSBY. Safe -C16H was created from IP address 107.77.241.22. According to a query of iplocation.net, the ISP for this IP address is AT&T Mobility LLC (hereafter AT&T¹⁸). From October 29, 2020 to November 14, 2020, six Reloadit packs, with a combined value of \$3,000, were loaded to this Safe. The following GPR prepaid card numbers were linked to this Safe and “loaded” with money from VICTIM 2: GPR prepaid card -5592 and GPR prepaid card - 4957.

40. According to Blackhawk records, a Safe ending in -CJCZ was created on November 12, 2020 using email address associated with VICTORIA CROSBY. Safe -CJZC was created from IP address 107.77.241.36. A query of iplocation.net, the ISP for this IP address is AT&T. From November 13, 2020 to November 18, 2020, four Reloadit packs, with a combined value of \$1,998 were loaded to this Safe. The following GPR prepaid card numbers were linked to this Safe and “loaded” with money from VICTIM 2: GPR prepaid card number - 5790 and GPR prepaid card - 4957.

41. Records from Blackhawk reveal that Reloadit packs from VICTIM 3 were loaded into Safe accounts established using email accounts associated with VICTORY CROSBY.

42. According to Blackhawk records, a Safe ending in -QKW4 was created on November 29, 2020. Safe -QKW4 was created from IP address 107.77.241.50. A query of iplocation.net, the ISP for this IP address is AT&T. This Safe received money from VICTIM 3.

43. According to Blackhawk records, a Safe ending in -XOJR was created on November 29, 2020. Safe -XOJR was created from IP address 107.77.241.50.¹⁹ A query of iplocation.net, the ISP for this IP address is AT&T. This Safe received money from VICTIM 3.

44. According to Blackhawk records, a Safe ending in -PQNR was created on October 20, 2020. Safe -PQNR was created from IP address 107.77.241.50.²⁰ A query of iplocation.net, the ISP for this IP address is AT&T. This Safe received money from VICTIM 3.

¹⁸ AT&T is the cellular phone carrier for both cellular devices linked to CROSBY and used in this fraudulent scheme.

¹⁹ This is the same IP address used to create Safe -QKW4, which was created on the same date.

²⁰ This is the same IP address used to create Safes -QKW4 and -XOJR.

45. According to Blackhawk records, a Safe ending in -7BXR was created on November 13, 2020. Safe -7BXR was created from IP address 107.77.241.21. A query of iplocation.net, the ISP for this IP address is AT&T. This Safe received money from VICTIM 3.

Netspend Records and ATM Surveillance Video

46. Netspend administers oversight of the GPR prepaid cards once they are loaded with funds from Reloadit Safes. Review of records from Netspend reveal that the money stolen from VICTIM 2 was loaded onto GPR prepaid cards and then withdrawn in cash from various Automated Teller Machine ("ATM") locations in Atlantic City, Absecon, and Brigantine, New Jersey. Video surveillance footage obtained from several of these ATM locations revealed that an individual matching CROSBY's physical description (and hereafter referred to as "CROSBY") used the GPR prepaid cards to withdraw cash from the ATM's.

ATM Withdraw Example 1:

47. On November 13, 2020, a \$500 Reloadit pack from VICTIM 2 was loaded onto GPR prepaid card -4957. On the same date, two ATM cash withdrawals, totaling \$486, were made using GPR prepaid card -4957 from a Bank of America ATM located at AtlantiCare, 1925 Pacific Avenue, Atlantic City, New Jersey, where CROSBY receives medical care.

48. According to records obtained from Lyft, a ridesharing application which connects passengers looking for a ride and drivers who have a car, on November 13, 2020, at 7:21pm, CROSBY was picked up by a Lyft driver within a block of AtlantiCare, a medical facility where she received treatment that day. According to records from the medical provider, CROSBY received treatment at the facility that afternoon from approximately 2:57pm until 6:58pm. A review of Netspend records show that at 7:17pm and 7:18pm, \$323 and \$163 in victim money was withdrawn in cash from the Bank of America ATM located inside the AtlantiCare facility. Lyft records show that at approximately 7:21pm, CROSBY was picked up by a Lyft driver within a block of AtlantiCare and driven to CROSBY's Residence, where she was dropped off at approximately 7:31pm.

49. On the following day, November 14, 2020, two more \$500 Reloadit packs from VICTIM 2 were loaded onto GPR prepaid card -4957. On the same date, several ATM cash withdrawals, totaling \$940, were made using GPR prepaid card -4957 at a PNC Bank ATM inside a Wawa located at 611 New Jersey Avenue, Absecon, New Jersey.

50. A law enforcement officer from the Absecon Police Department reviewed and obtained video surveillance footage from the Wawa. The video reveals that CROSBY entered the Wawa and stood just inside the store actively typing on her cellular device. CROSBY then walked over to the ATM and

conducted four ATM cash withdrawals. CROSBY was carrying a brown wallet and a cellular device. While standing at the ATM, CROSBY was again actively typing on her cellular device. Records provided by Blackhawk indicate that at the exact same time, a Reloadit pack purchased by VICTIM 2 was loaded onto GPR prepaid card -4957. There is probable cause to believe that CROSBY not only made the ATM withdrawals, but also controlled the Reloadit Safe and used her cellular device to either load victim monies onto GPR prepaid card -4957 herself or communicate with a conspirator who loaded victim monies onto GPR prepaid card -4957.

ATM Withdraw Example 2:

51. On November 14, 2020, two \$500 Reloadit packs from VICTIM 2 were loaded onto GPR prepaid card – 5529. On the same date, several ATM cash withdrawals, totaling \$940, were made using GPR prepaid card -5529 at the PNC Bank ATM at the Wawa in Absecon, New Jersey.

52. A law enforcement officer from the Absecon Police Department reviewed the video surveillance footage of these withdrawals and stated that the same individual who made the earlier withdrawals, came back to the Wawa and made these withdrawals.²¹

53. Then, on November 16, 2020, another \$500 Reloadit pack from VICTIM 2 was loaded onto GPR prepaid card -5529. According to records obtained from Lyft, on November 16, 2020, at approximately 2:45 pm, a Lyft driver picked CROSBY up from CROSBY's Residence. At approximately 2:54 pm, CROSBY was dropped off at AtlantiCare. Within minutes of her arrival at AtlantiCare, victim money was withdrawn from the Bank of America ATM located inside the AtlantiCare facility. Specifically, Netspend records show that at 2:56 pm, \$323 was withdrawn from the ATM in cash, then at 2:57 pm another \$203 was withdrawn in cash. According to records from her medical provider, CROSBY received treatment at AtlantiCare from approximately 3:26 pm through 7:26 pm. Following her treatment, Lyft records reveal that at 7:55 pm CROSBY was picked up within a block of AtlantiCare by a Lyft driver. At approximately 8:05 pm, CROSBY was dropped off at CROSBY's Residence.

ATM Withdraw Example 3:

54. On November 12, 2020, a \$500 Reloadit pack from VICTIM 2 was loaded onto GPR prepaid card -6085. On the same date, several ATM cash withdrawals, totaling \$630, were made using GPR prepaid card -6085 at the PNC Bank ATM at the Wawa in Brigantine, New Jersey.

²¹ The video surveillance footage of these withdrawals was not obtained by law enforcement, as Wawa recorded over the footage prior to it being seized by authorities.

55. A law enforcement officer from the Brigantine Police Department reviewed and obtained video surveillance footage from the Wawa. A review of the video reveals that CROSBY conducted the ATM cash withdrawals.

V. UNREPORTED INCOME AND RESOURCES

A. Background Regarding Social Security and Medicaid Benefits

56. The United States Social Security Administration ("SSA") is an agency of the executive branch of the United States Government. The SSA, among other things, maintains the Disability Insurance Benefit ("DIB") program and Supplemental Security Income ("SSI") program under Title II and Title XVI, respectively, of the Social Security Act, Title 42, United States Code, Section 401 *et seq.*, for eligible individuals.

57. The object of the DIB program is to replace part of the earnings lost because of a physical or mental impairment. Monthly benefits are paid to the eligible disabled person and his/her eligible beneficiaries, such as children, throughout the period of disability. Medical evidence of the disabling condition are required, and medical recovery and/or work activity are events that affect entitlement or continued entitlement to DIB.

58. The object of the SSI program is to provide monthly financial assistance to people who had limited income and resources, and people who were 65 years of age or older, are blind, or disabled.

59. Generally, to be eligible for the Title II DIB program, an individual must meet the definition of disability. That is, he/she is unable to perform past relevant work and could not perform any other type of work because of a physical or mental impairment which had lasted, or was expected to last, for at least 12 months, or which could be expected to result in death. Medical evidence of the disabling condition is required, and medical recovery and/or work activity are events that affected entitlement or continued entitlement. Pursuant to SSA regulations, a claimant is required to prove to SSA that he or she was disabled, by furnishing medical and other evidence with the application. Upon a finding that a claimant is disabled, the SSA evaluates the beneficiary's impairments periodically, to determine continued eligibility for benefits. The SSA's ability to properly determine a beneficiary's initial and continued entitlement to benefits is directly dependent on SSA's access to accurate information regarding the beneficiary's medical condition and work activity. The beneficiary is, therefore, required to report changes in his or her condition to the SSA. The beneficiary is also required to report to the SSA if he or she regained the ability to work or was working.

60. Generally, to be eligible for the Title XVI SSI program, an individual must have meet the definition of disability if he / she is unable to perform past relevant work and could not perform any other type of work because of a

physical or mental impairment which had lasted, or was expected to last, for at least 12 months, or which could be expected to result in death. Since SSI is a needs-based program, an individual has to have limited income and resources to qualify if the individual also meets the disability requirements. All income from all sources, including parents' or spouse's, are considered and could affect the amount of SSI benefits paid to an eligible person. Even though the SSA managed the SSI program, Social Security Taxes do not fund SSI but rather the United States Treasury's general fund do.

61. Neither the Act nor the SSA's policy and regulations require employment activity to be lawful. Work activity can be substantial gainful activity if it involves doing significant physical or mental activity and is gainful if it is the kind of work usually done for pay or profit, whether or not a profit is realized. There is no distinction between lawful and unlawful activity for the purposes of determining work and substantial gainful activity. Likewise, there is no distinction between lawful and unlawful activity for the purposes of determining assets and resources.

62. Medicaid is a state-run health insurance program. It is partially funded by the Federal Government. It helps many people who could not afford medical care pay for some or all of their medical bills. Medicaid is available to people and families who had limited income and resources. People who are blind or disabled, age 65 or older, children, or members of families with dependent children may be eligible. Medicaid can also help pay Medicare premiums, deductibles, and coinsurance for some individuals. Each state decided who is eligible and the amount of medical care and services it covers. In the State of New Jersey, if an individual is eligible for SSI, that individual is automatically enrolled in Medicaid.

B. Social Security and Medicaid Fraud

63. On December 1, 2010, CROSBY completed an Application Summary for DIB and applied for a period of disability and/or all insurance benefits for which she was eligible under Title II and Part A of Title XVIII of the Social Security Act. On the Application Summary for DIB, CROSBY identified herself by a social security number ending in 0564 and a date of birth in January 1977. CROSBY represented that she became unable to work because of her disabling condition on January 1, 2001 and remained disabled. CROSBY represented that she had filed or intended to file for SSI. By completing the application summary, CROSBY agreed to notify SSA of all events as explained to her. CROSBY was provided with a list of her reporting responsibilities, which included, but was not limited to, reporting if she returned to work, as an employee or self-employed person, regardless of the amount of earnings. CROSBY attested to the information provided on the Application Summary for DIB, specifically, "During this interview, we will ask you questions that will be used to process your Application for DIB. At the end of the interview, we will ask you to confirm the truthfulness of your answers under penalty of perjury and we will record your response. You should be aware that you can be held legally responsible for giving us false

information.”

64. On December 1, 2010, CROSBY completed an Application Summary for SSI and applied for SSI and any federally administered State supplementation under Title XVI of the Social Security Act, for benefits under the other programs administered by the SSA, and where applicable, for medical assistance under Title XIX of the Social Security Act. On the Application Summary for SSI, CROSBY again identified herself by a social security number ending in 0564 and a date of birth in January 1977. CROSBY represented that she was disabled and that her disability began on January 1, 2001. CROSBY advised that she had not been accused or convicted of a felony or an attempt to commit a felony. With respect to her resources, CROSBY advised that she did not own any type of resource. Additionally, with respect to her income, CROSBY alleged that she did not receive any other type of income. CROSBY attested to the information provided on the Application Summary for SSI, specifically, “During this interview, we will ask you questions that will be used to process your Application for SSI. At the end of the interview, we will ask you to confirm the truthfulness of your answers under penalty of perjury and we will record your response. You should be aware that you can be held legally responsible for giving us false information.”

65. In support of her applications for DIB and SSI, CROSBY completed a Disability Report – Adult, Form SSA-3368. On the Disability Report, CROSBY represented that she suffered from depression and schizophrenia. CROSBY further represented that she had stopped working on December 31, 2000 due to her conditions. CROSBY advised that she last worked in security at a casino between 1998 and 1999.

66. In support of her applications for DIB and SSI, CROSBY completed a Function Report – Adult, Form SSA-3373-BK. On the Function Report, CROSBY indicated that she was able to pay her bills, count change, handle a savings account, and use a checkbook and money orders. With respect to her interests, CROSBY advised that she liked to talk on the phone.

67. In support of her applications for DIB and SSI, CROSBY completed a Work History Report, Form SSA-3369. CROSBY described her employment history as a security officer at the Tropicana and a cleaning person at Sands Casino.

68. On February 26, 2011, the SSA notified CROSBY that she was not entitled to DIB.

69. On March 21, 2011, CROSBY completed a Review Statement Summary for SSI during a Pre-Effectuation Review Contact. On the review statement, CROSBY maintained that she was disabled. CROSBY provided details concerning her living arrangements; which included that she lived with her sister and did not pay rent. With respect to her resources, CROSBY

advised that she had a checking account with PNC Bank, NA with a value of \$0. With respect to her income, CROSBY maintained that she had no income. By completing the Review Statement Summary for SSI, CROSBY agreed to report any change in her situation within 10 days after the end of the month it occurred. CROSBY also acknowledged that the amount of her SSI payment was based on the information she provided to SSA and that she could report changes via telephone, in-person, or by mail. CROSBY further agreed to report changes, which included, but were not limited to, reporting if she moved; reporting if the amount of money she received from someone or someplace went up or down or she started to receive money; and reporting if the value of her resources went over \$2,000 when added together. CROSBY attested to the information provided on the Application Summary for SSI, specifically, "During this interview, we will ask you questions that will be used to process your Application for SSI. At the end of the interview, we will ask you to confirm the truthfulness of your answers under penalty of perjury and we will record your response. You should be aware that you can be held legally responsible for giving us false information."

70. On March 29, 2011, the SSA issued a Social Security Administration, Supplemental Security Income, Notice of Award to CROSBY and mailed it to her residence in Atlantic City, NJ. The Notice of Award informed CROSBY that her claim for SSI was approved and she would begin receiving SSI benefits effective April 2011. CROSBY was further advised that she was entitled to retroactive benefit payments for the period between December 2010 and March 2011. The Notice of Award reminded CROSBY that her resources included cash, bank accounts, life insurance, savings bonds, automobiles, and other property and that she could have resources up to \$2,000. The Notice of Award further reminded CROSBY about her reporting requirements.

71. At the time of her entitlement determination CROSBY's monthly payment amount was \$705.25. CROSBY was also determined to be entitled to retroactive payments totaling \$2,696.

72. Each year between 2012 and 2020, CROSBY received a letter from SSA notifying her of the Cost of Living Adjustment to her monthly benefit amount. Each letter reminded CROSBY of her reporting requirements as an SSI benefit recipient.

73. CROBY has not had a recertification since 2011. CROSBY was due for a redetermination in November 1, 2020. Correspondence was mailed to her address on file, which was not her correct address. There has been no response.

C. Crosby's Unreported Income and Resources

74. During the course of this investigation, law enforcement reviewed financial records from Wells Fargo Bank pertaining to checking account WF - 1836, held by CROSBY. An analysis of those records revealed that between

January 2020 and December 2020, there were cash deposits and incoming Zelle transfers into CROSBY's account totaling approximately \$110,380.01. Similarly, between January 2021 and March 2021, there were additional cash deposits and incoming Zelle transfers into CROSBY's account totaling approximately \$8,446. None of the aforementioned income and resources were reported to SSA by CROSBY.

75. Had SSA been made aware of the above income and resources, CROSBY would have been ineligible for SSI benefits after January 2020. Between February 2020 and the present date CROSBY received approximately \$13,020.50 in SSI benefits, which she was not entitled to receive.

76. Likewise, CROSBY's ineligibility for SSI made her ineligible for Medicaid. Between February 2020 and the present date, CROSBY received Medicaid health care benefits in the aggregate amount of \$86,689.93.

D. Background Regarding Public Housing Assistance Program Benefits

77. HUD established its public housing program to provide decent and safe rental housing for eligible low-income families, the elderly, and persons with disabilities. Nationwide, there are approximately 1.1 million families receiving public housing assistance in public housing units managed by approximately 3,300 public housing authorities. HUD's Public Housing Operating fund provides operating subsidies to public housing authorities to assist in funding the operating and maintenance expenses of their public housing developments. HUD administers Federal aid to local public housing authorities that manage the housing for low-income residents at rents they can afford. The authorities use income limits as one of several factors to determine a family's eligibility for the program. Once a family is accepted into the public housing program, it may stay in the program as long as it complies with leasing requirements. Individuals who qualify for public housing assistance are required to complete an annual recertification process to maintain compliance with housing authority regulations and to determine the "income based" portion of the rent each tenant is responsible to pay the housing authority. This calculation is done annually by the housing authority based upon the reported household income and family composition.

78. The Housing Authority of Atlantic City, New Jersey ("HAAC") properties consist of six developments, approximately 1500 units. Each development's day-to-day operations are overseen by the Housing Manager with the assistance of management and maintenance staff. The Inlet Tower is a 14-floor building located at 220 N. New Hampshire Ave., Atlantic City, NJ 08401. Crosby resides in a one-bedroom one-bathroom unit.

E. HUD Fraud

79. On May 31, 2003, CROSBY was accepted into the U.S. Department of Housing and Urban Development, Public and Indian Housing Program. Since acceptance, CROSBY has entered into numerous leases with HAAC. On March 14, 2018, CROSBY entered into a lease agreement with the HAAC to lease 220 N. New Hampshire Ave Unit 809, Atlantic City, NJ. At the time the lease was executed CROSBY signed numerous documents, under penalty of perjury, acknowledging that the HAAC relies on the tenant's income and household composition to determine the income-based rent CROSBY is responsible to pay for her unit. CROSBY's certifications indicate that she is the only person residing in the unit.

80. The HAAC reviewed CROSBY's physical tenant file as well as the Tenmast system (an electronic property management system) and advised that at no time during her tenancy from 2018 to the present date has CROSBY reported any income to HAAC, other than Social Security benefits. On the annual recertification documents signed by CROSBY on June 29, 2020, CROSBY reported her income as \$9,768. Based upon this income, the HAAC calculated CROSBY's income-based rent at \$234 per month.

81. On March 20, 2019, CROSBY signed an "Asset Information" form, under penalty of perjury, attesting that CROSBY does not have a checking, savings, retirement, or money market account with any bank or credit union. A review of the Tenmast file for CROSBY revealed that during her 2020 recertification, CROSBY did not report having any of the above referenced accounts.

82. From January 1, 2020, through April 1, 2020, the HAAC subsidized \$606 of CROSBY's rent utilizing public housing assistance subsidies provided by HUD. This \$606 supplemented CROSBY's tenant-based rent amount of \$231 per month, to account for the total amount of rent due for CROSBY's unit of \$837. Beginning on May 1, 2020, CROSBY's tenant portion of the total rent was increased from \$231 per month to \$234 per month.

83. The HAAC advised that if CROSBY received and reported income between January 2020 and March 2021 totaling \$118,826, CROSBY would not have been eligible to receive any public housing assistance funding toward the rental of her unit. CROSBY would be allowed to remain in the housing authority operated unit; however, CROSBY would be responsible for the full amount of rent, \$837 per month.

84. Based upon this information, from January 2020 through March 2021, CROSBY did not report \$118,826 in income received through the above referenced fraud scheme. This underreporting resulted in a housing benefit to CROSBY totaling \$9,057 which CROSBY would not have been entitled to receive.