

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY**

UNITED STATES OF AMERICA : Hon.  
v. : Criminal No. 23-  
ANTHONY DELUCA : 18 U.S.C. § 666(a)(1)(A) and § 2

**INFORMATION**

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

**(Scheme to Embezzle from the Hillsborough, New Jersey School District)**

1. At all times relevant to this Information:
  - a. Defendant ANTHONY DELUCA was an employee of the Hillsborough Township School District (the “School District”). DELUCA was promoted to Director of Building and Grounds (“Director”) for the School District in or about July 2019.
  - b. Individual 1, a coconspirator not charged in this Information, was a School District employee. DELUCA reported to Individual 1.
  - c. The School District was a public school district that served pre-kindergarten through 12<sup>th</sup> grade students from Hillsborough Township, New Jersey. The School District had more than 7,000 enrolled students and nine separate schools, including six elementary schools, two middle schools, and a high school. The School District received in excess of \$10,000 annually in Federal assistance.

The Hillsborough Township Board of Education (the “BOE”) oversaw the School District’s operations.

2. In or about July 2019, the BOE authorized the creation of the Director position at Individual 1’s urging. The Director position was for a renewable one-year term with a \$120,000 annual salary. DELUCA was selected for the position, and both DELUCA and Individual 1 ultimately signed DELUCA’s contract for the position.

3. DELUCA was not entitled to overtime payments as Director pursuant to his contract. Nevertheless, DELUCA and Individual 1 schemed for DELUCA to submit false overtime claims to the School District that Individual 1 would approve, all so that DELUCA and Individual 1 could split the proceeds.

4. Specifically, shortly after assuming the Director position, DELUCA and Individual 1 agreed that Individual 1 would assign overtime work to DELUCA even though DELUCA’s contract contained no overtime provisions. DELUCA and Individual 1 agreed that DELUCA would provide a portion of the overtime money to Individual 1.

5. DELUCA and Individual 1 further agreed that DELUCA would submit claims for overtime work that DELUCA had not performed. For example, Individual 1 periodically informed DELUCA of the number of overtime hours that DELUCA should fraudulently claim for a given period. DELUCA then submitted an overtime claim to Individual 1 for those hours, which often substantially exceeded any

overtime work that DELUCA had performed. Individual 1 approved the false claims.

6. After DELUCA received the fraudulently obtained overtime payments, DELUCA would withdraw Individual 1's share in cash, place the cash into an envelope, and travel to a location designated by Individual 1, typically Individual 1's office or Individual 1's vehicle. At times, DELUCA received text messages from Individual 1 with instructions on where to pay over the cash. Once at the location, DELUCA would leave the envelopes with the cash for Individual 1's subsequent retrieval.

7. Pursuant to the scheme, from in or about July 2019 to in or about January 2022, DELUCA submitted false claims to the School District for purported overtime work that Individual 1 approved. DELUCA obtained approximately \$137,000 in overtime payments from these false claims. In turn, DELUCA paid thousands of dollars in kickbacks to Individual 1.

8. From in or about July 2019 to in or about January 2022, in Somerset County, in the District of New Jersey, and elsewhere, defendant

**ANTHONY DELUCA,**

being an agent of an organization, and of a State and local government, and any agency thereof, namely, the School District, embezzled, stole, obtained by fraud, and otherwise without authority knowingly converted to the use of persons other than the rightful owner, and intentionally misapplied property valued at \$5,000 and

more that was owned by, and was under the care, custody, and control of the School District.

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

**FORFEITURE ALLEGATION**

1. Upon conviction of the violation 18 U.S.C. § 666(a)(1)(A) charged in this Information, DELUCA shall forfeit to the United States, pursuant to 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461, any and all property, real and personal, that constitutes or was derived from proceeds DELUCA obtained directly and indirectly as a result of the offense, and all property traceable to such property, the value of which was at least approximately \$39,800.

**Substitute Assets Provision**

2. If by any act or omission of DELUCA, any of the property subject to forfeiture described above:

- 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 18 U.S.C. § 982(b), to seek forfeiture of any other property of DELUCA up to the value of the forfeitable property described above.

  
PHILIP R. SELLINGER  
United States Attorney