

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA : Hon.

v. : Crim. No.

DONALD BERNARD, SR. : 18 U.S.C. §§ 981(a)(1)(C), 982(a)(1),
1343, 1346, 1951(a), 1952(a)(3),
: 1956(a)(1)(B)(i) and § 2;
28 U.S.C. § 2461

INDICTMENT

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

COUNTS 1 to 6

(Scheme to Defraud the NWCDC of Defendant BERNARD'S Honest Services
and Money and Property by Defendant BERNARD Accepting and Agreeing
to Accept Bribes and Kickbacks From NWCDC Contractors Financed at
Least in Part By NWCDC Funds Obtained through Fraud, All Facilitated
by Use of Interstate Wire Transmissions)

Defendant and other Individuals and Entities

1. From in or about January 2010 to in or about March 2013,
defendant DONALD BERNARD, SR. ("defendant BERNARD") was a salaried
employee of the Newark Watershed Conservation and Development
Corporation (the "NWCDC") and held the position of Manager of Special
Projects. From at least in or about 2008 to in or about January 2010,
defendant BERNARD was a consultant for the NWDC. While first
engaged as a consultant and then as an NWDC employee, defendant

BERNARD was responsible for finding contractors to hire to conduct NWCDC operations.

2. At all times relevant to Counts 1 to 6 of this Indictment:

- A. 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's main corporate offices were in Newark. The NWCDC also maintained several water treatment and pumping facilities in Northern New Jersey.
- B. The NWCDC was governed by a Board of Directors responsible for oversight of the organization. Until NWCDC's By-Laws were amended in or about September 2012, the Board was to consist of seven to eleven members, including two Newark Municipal Council members as voting members, and the Mayor of Newark as a non-voting member. In or about September 2012, the Board adopted amended By-Laws, which provided that the Board was to be composed of only seven members, with no requirement that any of the Directors be members of the Newark municipal government. The day-to-day operations of the NWCDC were conducted by NWCDC staff, headed by an Executive Director (the "Executive Director") who reported to the Board.
- C. Defendant BERNARD reported to the Executive Director.
- D. Defendant BERNARD also owned, operated, and controlled two entities: Bernard & Associates ("B&A") and the African American Heritage Parade Committee ("AAHPC"). B&A purported to be a consulting business that specialized in public relations and event planning. The AAHPC purported to be a not-for-profit entity that solicited and collected funds to organize a yearly parade in Newark and other cultural events. Defendant BERNARD operated and controlled bank accounts in the names of both of these entities in New Jersey.

3. Between in or about September 2008 and in or about August 2010, defendant BERNARD received at least approximately \$331,250 in payments from the NWCDC as a consultant either paid directly to him, or through B&A.

4. At times relevant to Counts 1 to 6 of the Indictment:

- A. There was a contractor ("Contractor 1") who ran a small printing business (through two related corporate entities) located in Newark ("Company 1"). Between in or about January 2008 and in or about June 2012, Company 1 received payments from the NWCDC totaling over \$270,000 in connection with printing work for the NWCDC.
- B. There was a contractor ("Contractor 2") who purported to provide landscaping and snow removal services through two companies, "Company 2" and New Beginnings Environmental Services ("NBES"). Between in or about October 2008 and in or about April 2013, the NWCDC issued payments to Company 2 totaling over \$500,000. Between in or about January 2009 and in or about September 2011, the NWCDC issued payments to NBES totaling approximately \$290,000.
- C. Giacomo ("Jack") DeRosa owned and operated Essex Home Improvements ("EHI"), a company that performed construction and renovation services, located in West Orange, New Jersey. Between in or about January 2008 and in or about March 2013, the NWCDC issued payments to EHI totaling over \$350,000.
- D. There was a contractor ("Contractor 3") who performed motivational speaking services and marketing and public relations services through a company ("Company 3") located in Norristown, Pennsylvania. Between in or about January 2011 and in or about February 2013, the NWCDC issued payments to Company 3 totaling over \$230,000.

(Collectively, DeRosa and the other contractors are referred to herein as the "Contractors").

The NWCDC's Right to, and Defendant BERNARD's Duty of, Honest Services

5. At all times relevant to Counts 1 to 6 of this Indictment, the NWCDC had an intangible right to the honest services of its employees and hired consultants. As an employee and hired consultant to the NWCDC, defendant BERNARD owed the NWCDC a duty under the law to refrain from seeking and receiving secret bribes and kickbacks in exchange for defendant BERNARD'S action and assistance as an employee and consultant for the NWCDC in the affairs of the NWCDC.

Corrupt and Fraudulent Scheme

6. From at least as early as in or about 2008 to in or about March 2013, in Essex County, in the District of New Jersey, and elsewhere, defendant

DONALD BERNARD, SR.

with others, knowingly and intentionally did devise and intend to devise a scheme and artifice to defraud the NWCDC: (A) of the right to defendant BERNARD'S honest services in the affairs of the NWCDC; and (B) of money and property.

7. The object of this scheme and artifice to defraud was for defendant BERNARD to accept and agree to accept a stream of concealed and undisclosed bribes and kickbacks for his direct and indirect

benefit from the Contractors, in exchange for defendant BERNARD'S action and assistance in the affairs of the NWCDC on behalf of the Contractors as specific opportunities arose, which bribes and kickbacks were financed by the Contractors through the receipt of payments that had been fraudulently obtained from the NWCDC, with defendant BERNARD'S assistance, through materially false pretenses, representations and promises.

8. It was a part of this scheme and artifice to defraud that:

A. Defendant BERNARD accepted and agreed to accept a stream of cash and money payments, and other benefits, totaling at least \$730,000, directly and indirectly from the Contractors, to include:

- i. From in or about August 2008 to in or about January 2011, payments from Contractor 1 to defendant BERNARD either directly, or through B&A, in the total amount of more than approximately \$136,000. At times, in or about the latter part of 2010, due to Contractor 1's physical condition, defendant BERNARD would fill out certain checks from Company 1 himself, with Contractor 1's consent, that were made payable to B&A.
- ii. From in or about October 2008 to in or about April 2013, payments to defendant BERNARD from Contractor 2 in the total amount of at least approximately \$ \$409,823, which defendant BERNARD accepted in the following ways:
 - (a) Directly in cash;
 - (b) By withdrawing cash totaling at least \$91,100, including by using an ATM card

issued in defendant BERNARD'S name, from a bank account in New Jersey that defendant BERNARD and Contractor 2 controlled in the name of NBES;

(c) By defendant BERNARD'S use of this ATM card to directly pay expenses for personal items, such as restaurants, car washes and theater tickets; and

(d) By defendant BERNARD'S acceptance of checks from a bank account in New Jersey in the name of Company 2 made payable to defendant BERNARD directly, and through B&A and AAHPC.

iii. From in or about January 2008 to in or about August 2012, payments from DeRosa, from or through EHI, to or through B&A, AAHPC and Company 2, for the benefit of defendant BERNARD, in the total amount of approximately \$85,000.

iv. From in or about January 2011 to in or about January 2013, payments from Contractor 3 to defendant BERNARD in cash or through B&A and AAHPC, in the total amount of approximately \$99,000.

B. Defendant BERNARD and others took steps to conceal this corrupt and fraudulent arrangement, including:

i. Defendant BERNARD using B&A and AAHPC to pass proceeds of the payments from the Contractors to himself;

ii. Defendant BERNARD using the NBES bank account to pass proceeds of the payments to himself or to pay for expenses that defendant BERNARD had incurred;

iii. Defendant BERNARD causing DeRosa to use an intermediary (the "Intermediary Subcontractor") to make certain payments to defendant BERNARD through AAHPC from in or about

June 2012 to in or about August 2012, as well as defendant BERNARD causing DeRosa to issue payment from EHI to Company 2 for the benefit of defendant BERNARD; and

- iv. Defendant BERNARD intentionally failing to disclose to authorities at the NWCDL the following material information: (a) that defendant BERNARD was receiving these payments from these contractors who did business with the NWCDL; (b) that defendant BERNARD had control over a bank account in the name of NBES, a company that was receiving consistent payments from the NWCDL between in or about September 2008 and in or about September 2011; and (c) that the Contractors were including the expense of the payments to defendant BERNARD in the amounts that the Contractors invoiced and billed to the NWCDL.

C. By accepting these payments and other things of value, defendant BERNARD intended to be influenced and rewarded in exchange for the exercise of his authority and discretion at NWCDL in providing favorable assistance to these Contractors, including recommending and otherwise assuring that NWCDL business opportunities went to these Contractors and ensuring that NWCDL provided these Contractors and their companies with significant and regular payments from the NWCDL.

D. Defendant BERNARD assisted the Contractors in financing these payments to him by causing the Contractors to submit fraudulent invoices and bills to the NWCDL that contained materially false representations and half-truths--indicating that the sought-after payments were for legitimate work performed by the

Contractors and their companies when, in fact, the invoices and bills were fraudulently inflated to cover the payments that defendant BERNARD received from the Contractors, or were based on work that had not been performed.

9. 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, defendant

DONALD BERNARD, SR.

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

COUNT	DATE	WIRE TRANSMISSION
1	September 24, 2010	Email sent from defendant BERNARD to the Executive Director, through an email server located in Virginia, requesting that the Executive Director authorize payment of approximately \$8,500 for a certain printing job for Company 1.
2	December 1, 2010	Email sent from defendant BERNARD to the Executive Director, through an email server located in Virginia, requesting that the Executive Director authorize payment of approximately \$6,750 for a certain printing job for Company 1.
3	December 23, 2010	Email sent from defendant BERNARD to the Executive Director, through an

COUNT	DATE	WIRE TRANSMISSION
		email server located in Virginia, requesting that the Executive Director cause a \$12,500 check to be provided to NBES.
4	December 28, 2010	Email sent from defendant BERNARD to the Executive Director, through an email server located in Virginia, stating that defendant BERNARD had "just received word" that NBES received a requested payment and was providing "emergency snow removal services" in response to a blizzard that had occurred on the weekend--thereby, creating the false impression that NBES was at an arm's length from defendant BERNARD when, in fact, defendant BERNARD: (1) was receiving consistent payments from Contractor 2 through NBES; and (2) had access to, and control over, a bank account in the name of NBES in New Jersey.
5	July 15, 2011	Email sent from defendant BERNARD to the Executive Director, through an email server located in Virginia, requesting that the Executive Director approve EHI for a certain \$20,000 construction job, with a \$10,000 deposit to be paid at the start of the work.
6	June 21, 2012	Email sent from defendant BERNARD to the Contractor 3, through an email server located in Virginia, seeking an immediate \$5,000 payment to be given directly to defendant BERNARD or deposited into the AAHPC bank account in New Jersey, on the same day that the NWDC had issued a \$7,500 check to Company 3.

In violation of Title 18, United States Code, Sections

1343 and 1346, and Section 2.

COUNTS 7 TO 11

(Defendant BERNARD Used and Caused the Use of Facilities in
Interstate Commerce With Intent to Promote and
Facilitate Bribery in Violation of New Jersey Law)

1. Paragraphs 1 to 4 and 8 of Counts 1 to 6 of this Indictment are hereby incorporated and realleged as if fully set forth herein.

2. On or about the dates listed below, in the District of New Jersey, and elsewhere, defendant

DONALD BERNARD, SR.

knowingly and intentionally did use and cause the use of facilities in interstate commerce as listed below with the intent to promote, manage, establish, carry on, and facilitate the promotion, management, establishment, and carrying on, of unlawful activity--namely, bribery, contrary to N.J. Stat. Ann. §§ 2C:21-10 and 2C:27-2--and, thereafter, performed and attempted to perform acts to promote, manage, establish, carry on, and facilitate the promotion, management, establishment and carrying on, of the unlawful activity, as set forth below:

COUNT	USE OF INTERSTATE FACILITY	SUBSEQUENT ACTS
7	On or about September 24, 2010, defendant BERNARD emailed the Executive Director, through an email server located in Virginia, requesting	1. On or about September 29, 2010, in Elizabeth, New Jersey, defendant BERNARD caused Contractor 1 to issue a \$5,000 check from Company 1 made payable to B&A, after NWDC had

COUNT	USE OF INTERSTATE FACILITY	SUBSEQUENT ACTS
	that the Executive Director authorize payment of approximately \$8,500 for a certain printing job for Company 1.	issued an \$8,500 check to Company 1 two days earlier. 2. On or about September 29, 2010, in Newark, New Jersey, defendant BERNARD accepted that \$5,000 check from Company 1 made payable to B&A.
8	On or about December 1, 2010, defendant BERNARD emailed the Executive Director, through an email server located in Virginia, requesting that the Executive Director authorize payment of approximately \$6,750 for a certain printing job for Company 1.	1. On or about December 1, 2010, in Elizabeth, New Jersey, defendant BERNARD caused Contractor 1 to issue a \$4,750 check from Company 1 made payable to B&A, on or about the same day that NWDC had issued an \$6,750 check to Company 1. 2. On or about December 6, 2010, in Newark, New Jersey, defendant BERNARD accepted that \$4,750 check from Company 1 made payable to B&A.
9	On or about December 23, 2010, defendant BERNARD emailed the Executive Director, through an email server located in Virginia, requesting that the Executive Director cause a \$12,500 payment be provided to NBES.	1. On or about December 29, 2010, in Newark, New Jersey, defendant BERNARD caused the issuance of a cashier's check in the amount of \$2,500 from funds from the account of NBES made payable to AAHPC, approximately five days after the NWDC had issued a \$12,500 check to NBES. 2. The same day, on or about December 29, 2010, in Newark, New Jersey, defendant BERNARD caused the \$2,500 cashier's check made payable to AAHPC to be deposited into an AAHPC bank account. 3. Defendant BERNARD

COUNT	USE OF INTERSTATE FACILITY	SUBSEQUENT ACTS
		subsequently withdrew \$500 in cash from the AAHPC bank account via ATM transaction on December 31, 2010 in Newark, New Jersey.
10	On or about July 15, 2011, defendant BERNARD emailed the Executive Director, through an email server located in Virginia, requesting that the Executive Director approve EHI for a certain \$20,000 construction job, with a \$10,000 deposit to be paid at the start of the work.	1. On or about July 19, 2011, in West Orange, New Jersey, defendant BERNARD caused DeRosa to issue a check in the amount of \$4,000 check from EHI's bank account made payable to AAHPC, approximately one day after the NWCDC had issued a \$14,000 check to EHI--a check that was \$4,000 higher than the \$10,000 deposit request contained in the July 15, 2011 email. 2. On or about July 20, 2011, in Newark, New Jersey, defendant BERNARD caused the \$4,000 check made payable to AAHPC to be deposited into an AAHPC bank account. 3. On or about July 21, 2011, in Newark, New Jersey, defendant BERNARD withdrew \$2,500 in cash from the AAHPC account. 4. On or about July 21, 2011, defendant BERNARD withdrew \$700 from the AAHPC account via an ATM transaction in Newark, New Jersey.
11	On or about June 21, 2012, on the same day that the NWCDC had issued a \$7,500 check to Company 3, defendant BERNARD emailed Contractor 3,	1. On or about June 22, 2012, in Newark, New Jersey, defendant BERNARD received a \$2,500 check from Contractor 3 made payable to AAHPC.

COUNT	USE OF INTERSTATE FACILITY	SUBSEQUENT ACTS
	through an email server located in Virginia, seeking an immediate \$5,000 payment to be given directly to defendant BERNARD or deposited into the AAHPC Bank of America bank account in New Jersey.	2. On or about June 22, 2012, in Newark, New Jersey, defendant BERNARD received a \$2,500 check from Contractor 3 made payable to B&A.

In violation of Title 18, United States Code, Section 1952(a)(3) and Section 2.

COUNTS 12 to 15

(Defendant BERNARD Obtained Payments from NWCDC
Contractors by Extortion Under Color of Official
Right Affecting Interstate Commerce)

1. Paragraphs 1 to 4 and 8 of Counts 1 to 6 of this Indictment are hereby incorporated and realleged as if fully set forth herein.

2. From in or about the dates set forth below to in or about the dates set forth below, in Essex County, in the District of New Jersey, and elsewhere, defendant

DONALD BERNARD, SR.

knowingly and willfully did obstruct, delay and affect interstate commerce by extortion under color of official right--that is, in his capacity as an NWCDC employee, obtaining payments from each of the Contractors set forth below, with their consent, in exchange for his official action, assistance and influence in NWCDC matters, as specific opportunities arose:

COUNT	DATE	CONTRACTOR
12	January 2010 to January 2011	Contractor 1
13	January 2010 to April 2013	Contractor 2
14	January 2010 to August 2012	Giacomo "Jack" DeRosa
15	January 2011 to January 2013	Contractor 3

In violation of Title 18, United States Code, Section
1951(a) and Section 2.

COUNTS 16 to 17

(Defendant BERNARD Engaged in Scheme to Defraud
the NWCDC of Money & Property Through the Use of a Business
Purportedly Operated by Defendant BERNARD'S Relative)

1. Paragraphs 1 to 3 of Counts 1 to 6 of this Indictment are hereby incorporated and realleged as if fully set forth herein.

2. From in or about October 2008 to in or about August 2010, in Essex County, in the District of New Jersey, and elsewhere, defendant

DONALD BERNARD, SR.

knowingly and intentionally did devise and intend to devise a scheme and artifice to defraud, and to obtain money and property from, the NWCDC by means of materially false and fraudulent pretenses, representations and promises.

3. The object of this scheme and artifice to defraud was for defendant BERNARD to obtain money from the NWCDC by fraudulently using his Relative (the "Relative") and his relative's company ("Relative LLC") as a means to submit materially false and fraudulent invoices and bills to the NWCDC and to personally keep the proceeds from the resulting payments that were made by the NWCDC.

4. It was a part of this scheme and artifice to defraud that:

A. Defendant BERNARD caused invoices to first be created in the name of the Relative as a "consultant" and then in the name of Relative LLC to create the false pretense that the

Relative was providing meaningful services to the NWCDC.

B. Defendant BERNARD further caused these invoices to contain entries that created the false impression that his Relative had provided meaningful services to the NWCDC in connection with, for example, "Research," "Analysis," "Cost Comparison Studies," "Cost Analysis for Equipment, Materials and Supplies," "Supervise filming and editing a DVD/video for the NWCDC website and presentational purposes on Camp Watershed," and "Research, Analysis and Interface with University at Albany and Comparative Processes in Municipalities regarding NWCDC capacity to manage Billing and Collections for the City of Newark," when in fact, the Relative had not provided these services and was not a research analyst, as defendant BERNARD had falsely represented on some of the fraudulent invoices.

C. Examples of such fraudulent invoices include the following:

- (i) In or about October 2008, defendant BERNARD created an invoice in the name of the Relative as a purported consultant that billed the NWCDC approximately \$6,000 for "Cost Analysis for Equipment, Materials and Supplies as per needs assessment for NMUA" when, in fact, such services had not been provided by the Relative.
- (ii) In or about June 2009, defendant BERNARD created an invoice in the name of the Relative as a purported consultant that billed the NWCDC approximately \$7,500 for the Relative to "Executive Produce, Conceptualize, supervise filming and editing a

DVD/Video for the NWCDC Website and Presentational Purposes on Camp Watershed" when, in fact, no such project was performed by the Relative.

(iii) In or about June 2010, defendant BERNARD created an invoice in the name of Relative LLC that billed approximately \$6,000 for "Research, Analysis and Design of Public Education Campaign on Water Waste" when, in fact, no such service was provided by the Relative.

D. Defendant BERNARD further caused these fraudulent invoices to be submitted to the NWCDC in Newark, New Jersey for payment.

E. Defendant BERNARD caused the NWCDC payments to be made simply in the name of "Donald Bernard" and not in the Relative's precise name or in the name of Relative LLC so that defendant BERNARD could more easily obtain and keep the payments.

F. Defendant BERNARD received and deposited all of the checks from the NWCDC into bank accounts in New Jersey under his control.

G. Defendant BERNARD kept these payments, totaling approximately \$92,500, for his personal use.

5. On or about the dates listed below, in the District of New Jersey, and elsewhere, for the purpose of executing and attempting to execute this scheme and artifice to defraud and for obtaining money and property by means of materially false pretenses, representations and promises, defendant

DONALD BERNARD, SR.

and others knowingly and intentionally transmitted and caused to be transmitted in interstate commerce by means of wire communications certain signs, signals and sounds, as described below:

COUNT	DATE	WIRE TRANSMISSION
16	May 17, 2010	After receiving a \$6,000 check from NWCDC on or about May 17, 2010 in connection with an invoice submitted in the name of the Relative, which defendant BERNARD deposited into his personal bank account on or about May 21, 2010, defendant BERNARD withdrew \$700 from his bank account from an ATM in Newark, New Jersey, which involved an interstate wire transmission to a bank computer server located in Wisconsin.
17	June 28, 2010	After receiving a \$6,000 check from NWCDC on or about June 28, 2010 in connection with an invoice submitted in the name of the Relative, which defendant BERNARD deposited into his personal bank account the same day, defendant BERNARD withdrew \$700 on or about June 29, 2010, from his bank account from an ATM in Newark, New Jersey, which involved an interstate wire transmission to a bank computer server located in Wisconsin.

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

COUNTS 18 to 20

(Defendant BERNARD Engaged in Money Laundering of the
Proceeds of Specified Unlawful Activities)

1. Paragraphs 1 to 9 of Counts 1 to 6, and paragraphs 1 to 2 of Counts 12 to 15 of this Indictment are hereby incorporated and realleged as if fully set forth herein.

2. From on or about the dates listed below to on or about the dates listed below, in Essex County, in the District of New Jersey, and elsewhere, defendant

DONALD BERNARD, SR.

and others, knowing that the property involved in the financial transaction represented the proceeds of some form of unlawful activity, and knowing that the transaction was designed in whole and in part to conceal and disguise the nature, location, source, ownership, and control of the proceeds of the specified unlawful activity, knowingly conducted and attempted to conduct a financial transaction affecting interstate commerce which in fact involved the proceeds of specified unlawful activity, as listed below:

COUNT	DATE	SPECIFIED UNLAWFUL ACTIVITY	TRANSACTION
18	June 22, 2012 to June 25, 2012	Wire fraud, 18 U.S.C. § 1343	1. On or about June 22, 2012, at defendant BERNARD'S direction, in Parsippany, New Jersey, DeRosa caused the Intermediary Subcontractor to transfer and deliver a check written

			in the name of the Intermediary Subcontractor's company to AAHPC for the amount of \$10,000 to defendant BERNARD, which funds EHI had paid to the Intermediary Subcontractor's company using funds received from the NWCDC. 2. On or about June 23, 2012, in Newark, New Jersey, defendant BERNARD deposited the \$10,000 check from the Intermediary Subcontractor's company into an AAHPC bank account.
19	August 17, 2012 to August 20, 2012	Wire fraud, 18 U.S.C. § 1343	1. On or about August 17, 2012, at defendant BERNARD'S direction, in Parsippany, New Jersey, DeRosa caused the Intermediary Subcontractor to transfer and deliver a check written in the name of the Intermediary Subcontractor's company to AAHPC for the amount of \$5,000 to defendant BERNARD, which funds EHI had paid to the Intermediary Subcontractor's company using funds received from the NWCDC. 2. On or about August 18, 2012, in East Orange, New Jersey, defendant BERNARD deposited the \$5,000 check from the Intermediary Subcontractor's company into an AAHPC bank account.

20	August 30, 2012 to September 5, 2012	Wire fraud, 18 U.S.C. § 1343	1. On or about August 30, 2012, at defendant BERNARD'S direction, in West Orange, New Jersey, DeRosa transferred and delivered a check from the account of EHI in the amount of \$5,000 made payable to Company 2 to defendant BERNARD, for the benefit of defendant BERNARD. 2. On or about August 30, 2012, in South Orange, New Jersey, Contractor 2 deposited the \$5,000 check from EHI into a bank account of Company 2. 3. On or about September 5, 2012, in Newark, New Jersey, Contractor 2 issued and cashed a check written from the account of Company 2 in the amount of \$5,000. 4. On or about September 5, 2012, in Newark, New Jersey, Contractor 2 transferred and delivered \$5,000 in cash to defendant BERNARD.
----	--------------------------------------	------------------------------	--

In violation of Title 18, United States Code, Section 1956(a)(1)(B)(i) and Section 2.

Forfeiture Allegation No. 1

1. The allegations contained in all paragraphs of Counts 1 to 17 of this Indictment are hereby realleged and incorporated by reference for the purpose of noticing forfeiture pursuant to Title 28, United States Code, Section 2461(c).

2. As a result of committing the aforementioned offenses in violation of Title 18, United States Code, Sections 1343, 1951(a) and 1952(a)(3) as alleged in Counts 1 to 17 of this Indictment, defendant DONALD BERNARD, SR. 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 offenses, totaling between \$1,400,000 and \$1,800,000.

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

- (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 21 U.S.C. § 853(p), to seek forfeiture of any other property of defendant BERNARD 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.

Forfeiture Allegation No. 2

1. The allegations contained in all paragraphs of Counts 18 to 20 of this Indictment are hereby realleged and incorporated by reference for the purpose of noticing forfeiture pursuant to Title 18, United States Code, Section 982.

2. As a result of committing the aforementioned offenses in violation of Title 18, United States Code, Section 1956(a)(1)(b)(i) in Counts 18 to 20 of this Indictment, defendant DONALD BERNARD, Sr. shall forfeit to the United States, pursuant to Title 18, United States Code, Section 982(a)(1), any and all property, real and personal, involved in those offenses, including, but not limited to, a sum of money equal to \$20,000 in United States currency.

3. If any of the above-described forfeitable property, as a result of any act of omission of defendant DONALD BERNARD, SR.:

- 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), to seek forfeiture of any other property of defendant BERNARD, up

to the value of the above forfeitable property.

Pursuant to Title 18, United States Code, Section 982(b)(1).

A TRUE BILL

Paul J. Fishman/rah

PAUL J. FISHMAN
UNITED STATES ATTORNEY

CASE NUMBER:

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

UNITED STATES OF AMERICA

v.

DONALD BERNARD Sr.

INDICTMENT FOR

18 U.S.C. §§ 981(a)(1)(C), 982(a)(1), 1343, 1346,
1951(a), 1952(a)(3), 1956(a)(1)(B)(i) and 2; and
28 U.S.C. § 2461

A True Bill,

Foreperson

PAUL J. FISHMAN

U.S. ATTORNEY

NEWARK, NEW JERSEY

JACQUES S. PIERRE AND

MALA AHUJA HARKER

ASSISTANT U.S. ATTORNEYS

973-645-2716

973-645-2730
