

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA : Hon.
v. : Crim. No.
MICHAEL J. RITACCO and : 18 U.S.C. §§ 666, 981(a)(1)(C),
FRANCIS X. GARTLAND : 1341, 1343, 1346, 1952 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 10

**(Scheme to Defraud Public of RITACCO's Honest Services By
GARTLAND and Others Giving Concealed Bribes and Kickbacks
for the Direct and Indirect Benefit of RITACCO)**

Defendants and other Individuals and Entities

1. At all times relevant to Counts 1 to 10 of this
Indictment:

A. Defendant MICHAEL J. RITACCO ("defendant RITACCO")
was the Superintendent of the Toms River Regional School District
in Toms River, New Jersey (the "District"), the fourth largest
school district in New Jersey. As the chief executive and
administrative officer of the District, defendant RITACCO oversaw
at least approximately 2,000 employees, with a budget of
approximately \$195 million involving approximately 18,000
students. As the Superintendent of the District, defendant
RITACCO was responsible for general supervision over all aspects
of the District's business, including fiscal operations.

Defendant RITACCO had the authority and power to (A) sign contracts on behalf of the District, (B) consult with District Board members regarding District matters and (C) make recommendations to District Board members as to, among other things, (i) the appointment and retention of professionals to serve the District, including the District's insurance broker and (ii) other matters pertaining to insurance. Defendant RITACCO also owned and operated MJ Rit, Inc. ("MJ Rit"), which purported to be a completely bona fide general contracting and construction company.

B. Defendant FRANCIS X. GARTLAND ("defendant GARTLAND") was an insurance broker based in Towson, Maryland, whose business provided insurance brokerage services for public entities, including municipalities and school boards. Through his companies, Federal Hill Risk Management, L.L.C. ("Federal Hill"), Gartland and Company, Inc. ("Gartland & Co."), and Dynamic Claims Management, Inc. ("DCM"), defendant GARTLAND obtained insurance brokerage contracts with numerous New Jersey local government entities, including, but not limited to, the District. In addition to Federal Hill, Gartland & Co., and DCM, GARTLAND controlled other entities, including, Insurance Dynamics Consulting Services LLC ("IDCS"), E-Administrative Systems Inc. ("EAS"), 1000 Washington Street LLC ("1000 Washington Street"), Sunset Management Consultants, Inc. ("Sunset") and Alliance

Benefits Strategists ("Alliance"). Defendant GARTLAND, through some of the above entities, has been contracted as an insurance consultant and/or insurance co-broker for the District since at least in or about 2002 to in or about June 2010.

C. There was an individual who was the manager of the District's café located at the District's administration offices in Toms River ("the District Employee"). The District Employee also worked at the RITACCO Center in Toms River during the winter months. The District Employee was defendant RITACCO's girlfriend. From in or about 2004 to in or about 2006, the District Employee had significant renovations done to her Toms River residence.

D. There was an individual who owned and operated companies that provided employee assistance plan ("EAP") services, as well as worker's compensation administration services (the "Service Provider") to the District.

E. Frank D'Alonzo was an associate of defendants RITACCO and GARTLAND and an acquaintance of the District Employee. Frank D'Alonzo was hired as a teacher for the District in or about 1995, after a friend recommended him to defendant RITACCO. Defendant RITACCO then assisted Frank D'Alonzo in becoming a Technology Supervisor, and, later, the District's Director of Athletics and Special Projects--Frank D'Alonzo held the latter position until he resigned in or about 2008, effective

January 1, 2009. Frank D'Alonzo controlled several entities: DMD Evaluations, Inc. ("DMD"), MMD Development Inc. ("MMD"), Rhett LLC ("Rhett") and FMD Realty, Inc. ("FMD Realty").

F. Frank Cotroneo was a business associate of defendant GARTLAND, an associate of defendant RITACCO and an acquaintance of the District Employee. Frank Cotroneo first became involved in the District's insurance business in or about the early 1990s and was a co-insurance broker with defendant GARTLAND on aspects of the District's insurance business from at least in or about 1998 to in or about 2008.

G. There was an individual who was a long-time friend of defendant RITACCO, an associate of defendant GARTLAND and an acquaintance of the District Employee (hereinafter, the "Intermediary"). The Intermediary controlled an entity and established a bank account for that entity (hereinafter, "Intermediary's Entity").

2. At all times relevant to Counts 1 to 10 of this Indictment, the District paid for, and maintained, on a yearly basis, various commercial insurance policies for the District and its employees, such as general liability insurance, property and casualty insurance, and worker's compensation, among other commercial insurance policies (together, "Commercial Insurance"), as well as various health insurance policies for District employees, including policies for health insurance, dental

insurance, vision insurance, and prescription coverage (together, "Health Insurance"). As the District's insurance consultant and broker, defendant GARTLAND made recommendations with respect to Commercial Insurance and Health Insurance carriers, and assisted in negotiating premium renewal rates with such insurance carriers, among other things. For these services, GARTLAND received yearly commissions with respect to the various Commercial Insurance and Health Insurance policies.

Public's Right to, and RITACCO's Duty of, Honest Services

3. At all times relevant to Counts 1 to 10 of this Indictment, the District and its citizens had an intangible right to the honest services of their public officials. As a public official for the District, defendant RITACCO owed the District and its citizens a duty to refrain from receiving bribes and kickbacks in the form of cash, money and other things of value in exchange for defendant RITACCO's official action and influence.

Corrupt Scheme

4. From at least as early as in or about 2002 to in or about April, 2010, in Ocean County, in the District of New Jersey, and elsewhere, defendants

MICHAEL J. RITACCO and
FRANCIS X. GARTLAND

with others, knowingly and intentionally did devise and intend to devise a scheme and artifice to defraud the District and its

citizens of the right to defendant RITACCO'S honest services in the affairs of the District.

5. The object of this scheme and artifice to defraud was for defendant RITACCO to accept and agree to accept a stream of concealed and undisclosed bribes and kickbacks in the form of cash, money and other things of value from defendant GARTLAND, the Service Provider, and Frank Cotroneo for the direct and indirect benefit of defendant RITACCO and, on many occasions, the direct benefit of the District Employee, in exchange for defendant RITACCO'S official action and influence in matters relating to the District's insurance business as specific opportunities arose.

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

A. Defendant RITACCO accepted a stream of cash and money payments, and other benefits, totaling between approximately \$1,000,000 and \$2,000,000 directly and indirectly from defendant GARTLAND, the Service Provider, and Frank Cotroneo for defendant RITACCO's direct and indirect benefit, to include:

- i. Cash payments from Frank D'Alonzo who (a) had received numerous checks and wire transfers in amounts ranging from approximately \$2,176 to \$500,000, totaling approximately \$2,800,000, from at least in or about July 2002 to in or about June 2006, issued to entities under Frank D'Alonzo's control, such as DMD, MMD, Rhett, and FMD Realty, by defendant GARTLAND through entities under defendant GARTLAND's control, such as Gartland & Co., DCM, EAS, IDCS, Sunset, and Federal Hill,

purporting to be payments in connection with consulting agreements with defendant GARTLAND and his entities; (b) had received numerous checks and wire transfers in amounts ranging from approximately \$1,000 to \$8,625, totaling approximately \$250,000, from at least 2003 to in or about June 2006, issued to DMD, MMD, and Rhett from entities controlled by the Service Provider; and (c) had, in turn, used a significant portion of the proceeds from these checks and wire transfers to fund these cash payments to defendant RITACCO at defendant RITACCO's direction on a regular basis.

- ii. Cash payments from the Intermediary who (a) had received numerous checks in amounts ranging from approximately \$1,182 to \$40,000, totaling approximately \$560,000, from at least in or about September 2004 to in or about January 2010 issued to the Intermediary's Entity by defendant GARTLAND through Gartland & Co. and Federal Hill, purporting to be in connection with a consulting agreement between Gartland & Co. and the Intermediary's Entity, and (b) had, in turn, used a portion of the proceeds from these checks to fund these cash payments to defendant RITACCO at defendant RITACCO's direction, including:
 - a. two instances (in amounts between approximately \$5,000 and \$20,000) while defendant RITACCO was in Connecticut to attend funerals;
 - b. an amount of approximately \$5,000, in or about January 2010, in the Newark Airport area in New Jersey, as defendant RITACCO and the Intermediary were preparing to travel to Texas to attend a professional football game; and
 - c. an amount of approximately \$5,000, in or about April 2010, at defendant RITACCO's residence in Seaside Park, New Jersey.
- iii. Payments by checks issued to MJ Rit drawn on bank accounts in the names of entities under Frank D'Alonzo's control, including DMD, MMD and 1000 Washington Street, LLC, in amounts ranging from

approximately \$6,200 to \$275,000 from at least in or about July 2003 to in or about December 2005, which were funded by the proceeds of payments from entities under defendant GARTLAND's control, such as Gartland & Co. and Federal Hill, purporting to be payments in connection with defendant RITACCO's construction-related work on a property at 1000 Washington Street, Toms River, New Jersey.

iv. Payments made by Frank D'Alonzo that were funded by the proceeds of checks and other money transfers that Frank D'Alonzo had received from defendant GARTLAND and that were used to pay third parties to defray defendant RITACCO's expenses, including:

a. On or about February 20, 2004, at defendant RITACCO'S direction, Frank D'Alonzo issued a DMD check in the amount of approximately \$20,000 to pay down defendant RITACCO's home equity line of credit;

b. On or about May 14, 2004, at defendant RITACCO's direction, Frank D'Alonzo issued an MMD check in the amount of approximately \$12,747.46 to an appliance store in Raritan, New Jersey in connection with the purchase of appliances for defendant RITACCO's former residence in Toms River; and

c. On or about May 25, 2004, at defendant RITACCO's direction, Frank D'Alonzo issued an MMD check in the amount of approximately \$5,850 to a plumber to pay approximately \$5,000 in expenses that defendant RITACCO had incurred.

v. Payments of expenses by Frank D'Alonzo at defendant RITACCO's direction for the benefit of the District Employee and defendant RITACCO's relatives, funded by money earmarked for defendant RITACCO from defendant GARTLAND, including:

a. From in or about 2003 to in or about 2006, approximately four to six jewelry items for defendant RITACCO to give to the District Employee;

- b. On or about July 30, 2004, at defendant RITACCO's direction, Frank D'Alonzo issued an MMD check in the amount of approximately \$13,592.38 to an appliance store in Raritan, New Jersey to pay expenses in connection with appliances for defendant RITACCO's relative's residence in Toms River; and
 - c. In or about October 2005, between approximately \$7,000 and \$8,000 to purchase an automobile for a relative of the District Employee from an auto dealer in Sea Girt, New Jersey.
- vi. Payments of expenses by defendant GARTLAND for the benefit of the District Employee, including:
 - a. On or about July 31, 2003, defendant GARTLAND issued an IDCS check in the amount of approximately \$8,440 to pay the college tuition for a relative of the District Employee;
 - b. On or about February 23, 2006, defendant GARTLAND issued an EAS check in the amount of approximately \$20,500 payable to a jewelry store in Morristown, New Jersey to pay for a watch for the District Employee which Frank Cotroneo (i) had obtained from the jewelry store on or about December 22, 2005 and (ii) had given to defendant RITACCO to present to the District Employee;
 - c. On or about July 28, 2006, defendant GARTLAND issued an EAS check in the amount of approximately \$11,875 to pay the college tuition and living expenses for a relative of the District Employee;
 - d. Between in or about July 2006 and in or about December 2006, payment by EAS check in the amount of \$6,500 to a contractor for work performed at the District Employee's residence in Toms River; and
 - e. In or about December 2006, defendant GARTLAND issued an EAS check in the amount of \$5,500 to pay down expenses incurred in placing audio-video equipment in the master bedroom of the District Employee's residence in Toms River.

vii. A watch valued at over \$30,000 for defendant RITACCO that Frank Cotroneo purchased at a watch store in New York in or about January 2009 which subsequently was delivered by United Parcel Service ("UPS") to Frank Cotroneo in New Jersey to give to defendant RITACCO. Defendant GARTLAND issued a \$37,500 EAS check dated on or about January 26, 2009 to reimburse Frank Cotroneo in connection with this purchase.

viii. Payments of expenses by defendant GARTLAND, through Frank Cotroneo, for gifts for defendant RITACCO's friends, to include clothing, watches and jewelry.

B. Defendants RITACCO and GARTLAND took steps to conceal the corrupt arrangement, including:

- i. Defendants RITACCO and GARTLAND used Frank D'Alonzo, Frank Cotroneo, the Intermediary and other third parties to pass the cash, money and other benefits on to defendant RITACCO and others;
- ii. Defendants RITACCO and GARTLAND caused bank accounts in the names of sham companies to be set up to filter cash and other monetary payments from defendant GARTLAND ultimately to defendant RITACCO;
- iii. Defendant RITACCO caused Frank D'Alonzo and the Intermediary to pay him in cash to avoid an audit trail;
- iv. Defendant GARTLAND entered into sham consulting agreements with Frank D'Alonzo and the Intermediary to cover up the corrupt purpose of these payments from defendant GARTLAND to these middlemen and, ultimately, to defendant RITACCO;
- v. Defendant RITACCO instructed Frank D'Alonzo and the Intermediary to withdraw cash from banks and financial institutions in a certain manner to avoid these banks and financial institutions filing reports regarding these currency transactions;

- vi. Defendant RITACCO instructed the Intermediary not to directly discuss these transactions over cellular telephones and to use coded and veiled language when referring to these transactions;
- vii. Defendants RITACCO and GARTLAND caused payments and other benefits to be given to third parties for the direct and indirect benefit of defendant RITACCO;
- viii. Defendant RITACCO caused cash proceeds to be kept secretly in a safe deposit box at a bank in Naples, Florida;
- ix. Defendants RITACCO and GARTLAND concealed from, and did not disclose to, the District's Board, material information, including the existence, nature and terms of the corrupt arrangement; and
- x. Defendant RITACCO intentionally concealed and did not disclose material information, including these payments and other benefits that he accepted directly and indirectly from defendant GARTLAND, on financial disclosure statements for calendar years 2002 through 2009, publicly filed with the State of New Jersey Department of Education, Ocean County Office of Education in Toms River, New Jersey.

C. By these payments and other things of value, defendant GARTLAND attempted to influence and control defendant RITACCO'S official decisionmaking and discretion, and defendant RITACCO exercised and attempted to exercise official action and influence favorable to defendant GARTLAND with respect to District insurance business, including:

- i. Having defendant RITACCO recommend that the District's board members appoint Frank Cotroneo's company as the District's broker of record for health insurance in or about August 2000.
- ii. Having defendant RITACCO recommend that the District's board members appoint defendant

GARTLAND and certain of his companies as an insurance consultant and broker for the District on a yearly basis from at least as early as 2002 to in or about April 2010. In this regard, in or about June 2002, defendant RITACCO signed a contract on behalf of the District hiring defendant GARTLAND's company, Federal Hill, as an insurance consultant for the District from July 1, 2002 to June 30, 2005. Moreover, during annual District board meetings convened to approve vendors for the District, defendant RITACCO recommended that the District continue to employ defendant GARTLAND and his companies as insurance consultant and broker for the District with respect to Commercial Insurance and Health Insurance.

- iii. In or about April/May 2002, defendant GARTLAND, Frank Cotroneo, and Frank D'Alonzo met with defendant RITACCO to discuss and agree that defendant RITACCO would recommend that the District hire defendant GARTLAND to administer the District's worker's compensation program for a yearly fee. The yearly fee to be paid by the District to defendant GARTLAND was to be inflated by several hundred thousand dollars, which was then distributed among defendant GARTLAND, defendant RITACCO and others;
- iv. Having defendant RITACCO recommend that the District's board members approve the Service Provider as the District's EAP administrator from at least July 2002 to in or about July 2007;
- v. Having defendant RITACCO recommend that the District's board members approve the Service Provider to provide worker's compensation administration services for the District from at least in or about February 2004 to in or about October 2009;
- vi. In or about June 2003, having defendant RITACCO sign a letter, which authorized the District's health insurance carrier to increase the commission paid to Frank Cotroneo's company in an amount equal to an additional 1% of the District's yearly health insurance premium; and

vii. Having defendant RITACCO recommend that the District's board members appoint defendant GARTLAND's company, DCM, as an insurance consultant for the District from on or about July 1, 2002 to on or about June 30, 2005. In this regard, in or about July 2002, defendant RITACCO signed a contract on behalf of the District hiring DCM to manage the District's worker's compensation services from July 1, 2002 to June 30, 2005, for a yearly fee of \$1,200,000, plus an additional yearly administration fee of \$130,000, payable to DCM.

7. On/in or about the dates listed below, in Ocean County, in the District of New Jersey, and elsewhere, for the purpose of executing and attempting to execute this scheme and artifice to defraud, defendants

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and others, knowingly and intentionally placed and caused to be placed in a post office and authorized depository for mail, and caused to be delivered thereon, certain mail matter as set forth below, to be sent and delivered by the United States Postal Service, and deposited and caused to be deposited matters and things as set forth below to be sent by private and commercial interstate carrier, and took and received therefrom, such matters and things, and knowingly caused to be delivered by mail and such carrier according to the direction thereon and at the place to which it was directed to be delivered by the person to whom it was addressed, such matters and things, and transmitted and caused to be transmitted in interstate commerce by means of wire

communications certain signs, signals and sounds, as set forth below:

COUNT	DATE	MAILING, INTERSTATE CARRIER DELIVERY OR WIRE TRANSMISSION
1	November 2005 to May 2006	Mailing of DCM checks from defendant GARTLAND to Frank D'Alonzo in New Jersey that were used to fund payments to defendant RITACCO from defendant GARTLAND through Frank D'Alonzo
2	January 2006	Mailing of broker agreement from defendant GARTLAND to Horizon Blue Cross Blue Shield in New Jersey
3	June 2006 to July 2009	Mailing of District checks payable to Gartland & Co. and Federal Hill relating to Commercial Insurance from New Jersey to defendant GARTLAND in Maryland
4	August 28, 2006 to August 30, 2006	Telephone calls between the Intermediary in Connecticut and defendant RITACCO in New Jersey relating to an anticipated cash payment to defendant RITACCO from defendant GARTLAND through the Intermediary
5	September 29, 2006 to October 1, 2006	Telephone calls between the Intermediary in Connecticut and defendant RITACCO in New Jersey relating to an anticipated cash payment to defendant RITACCO from defendant GARTLAND through the Intermediary
6	May 15, 2007 to May 18, 2007	Telephone calls between the Intermediary in Connecticut and defendant RITACCO in New Jersey relating to an anticipated cash payment to defendant RITACCO from defendant GARTLAND through the Intermediary
7	July 4, 2007 to July 9, 2007	Telephone calls between the Intermediary in Connecticut and defendant RITACCO in New Jersey relating to an anticipated cash payment to defendant RITACCO from defendant GARTLAND through the Intermediary

COUNT	DATE	MAILING, INTERSTATE CARRIER DELIVERY OR WIRE TRANSMISSION
8	September 19, 2007 to September 23, 2007	Telephone calls between the Intermediary in Connecticut and defendant RITACCO in New Jersey relating to an anticipated cash payment to defendant RITACCO from defendant GARTLAND through the Intermediary
9	January 27, 2009	UPS delivery of watch for the benefit of defendant RITACCO from store in New York, N.Y. to Frank Cotroneo in New Jersey
10	April 3, 2010 to April 5, 2010	Telephone calls between the Intermediary in Connecticut and defendant RITACCO in New Jersey relating to an anticipated cash payment to defendant RITACCO from defendant GARTLAND through the Intermediary

In violation of Title 18, United States Code, Sections 1341, 1343 and 1346, and Section 2.

COUNTS 11 TO 16

(RITACCO and GARTLAND Travel and Cause Travel, and Use and Cause the Use of Facilities in Interstate Commerce and the Mails, With Intent to Distribute Bribery Proceeds and Promote and Facilitate Bribery in Violation of New Jersey Law)

1. Paragraphs 1 to 2 and 6 of Counts 1 to 10 of this Indictment are hereby incorporated and realleged as if fully set forth herein.

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

MICHAEL J. RITACCO and
FRANCIS X. GARTLAND

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

COUNT	TRAVEL OR USE OF MAIL OR INTERSTATE FACILITY	SUBSEQUENT ACTS
11	In or about February 2006, defendant GARTLAND issued an approximately \$20,500 EAS check payable to a jewelry store in Morristown that was given to Frank Cotroneo in New Jersey by means of travel, and use of the mail and an interstate facility.	On or about February 27, 2006, Frank Cotroneo gave an approximately \$20,500 EAS check to a jewelry store in Morristown, New Jersey to pay for the watch purchased by Frank Cotroneo on behalf of defendant GARTLAND to give to the District Employee on behalf of defendant RITACCO.
12	On or about May 18, 2007, defendant RITACCO traveled from New Jersey to Connecticut to, among other things, accept a cash payment from the Intermediary in connection with the corrupt arrangement among defendants RITACCO, GARTLAND and others.	On or about May 19, 2007, in Meriden, Connecticut, defendant RITACCO accepted a cash payment of between approximately \$5,000 and \$20,000 from the Intermediary in connection with the corrupt arrangement among defendants RITACCO, GARTLAND and others.
13	On or about September 23, 2007, defendant RITACCO traveled from New Jersey to Connecticut to, among other things, accept a cash payment from the Intermediary in connection with the corrupt arrangement among defendants RITACCO, GARTLAND and others.	On or about September 24, 2007, in Meriden, Connecticut, defendant RITACCO accepted a cash payment of between approximately \$5,000 and \$20,000 from the Intermediary in connection with the corrupt arrangement among defendants RITACCO, GARTLAND and others.

COUNT	TRAVEL OR USE OF MAIL OR INTERSTATE FACILITY	SUBSEQUENT ACTS
14	<p>In or about January 2009, Frank Cotroneo traveled from New Jersey to New York, N.Y. to purchase, on behalf of defendant GARTLAND, a watch worth over \$30,000 for defendant RITACCO.</p>	<ol style="list-style-type: none"> 1. In or about January 2009, Frank Cotroneo caused UPS to deliver the watch to himself in New Jersey. 2. Thereafter, in or about January 2009, defendant RITACCO accepted the watch. 3. On or about January 26, 2009, defendant GARTLAND reimbursed Frank Cotroneo by a \$37,500 EAS check for the watch that defendant RITACCO accepted.
15	<p>On or about January 7, 2010, the Intermediary traveled from Connecticut to the Newark Airport area in New Jersey to, among other things, provide an approximately \$5,000 cash payment to defendant RITACCO in connection with the corrupt arrangement among defendants RITACCO, GARTLAND and others.</p>	<p>On or about January 7, 2010, in the Newark Airport area, defendant RITACCO accepted an approximately \$5,000 cash payment from the Intermediary in connection with the corrupt arrangement among defendants RITACCO, GARTLAND and others.</p>

COUNT	TRAVEL OR USE OF MAIL OR INTERSTATE FACILITY	SUBSEQUENT ACTS
16	On or about April 6, 2010, the Intermediary traveled from Connecticut to New Jersey to, among other things, provide an approximately \$5,000 cash payment to defendant RITACCO in connection with the corrupt arrangement among defendants RITACCO, GARTLAND and others.	On or about April 6, 2010, in Seaside Park, defendant RITACCO accepted an approximately \$5,000 cash payment from the Intermediary in connection with the corrupt arrangement among defendants RITACCO, GARTLAND and others.

In violation of Title 18, United States Code, Sections 1952(a)(1) and (a)(3), and Section 2.

COUNT 17

(RITACCO Accepts and Agrees To Accept Corrupt Payments Directly and Indirectly from GARTLAND to Influence and Reward RITACCO in Connection with a Business, Transaction and Series of Transactions of the District)

1. Paragraphs 1 to 2 and 6 of Counts 1 to 10 of this Indictment are hereby incorporated and realleged as if fully set forth herein.

2. At all times relevant to Count 17 of this Indictment, the District received benefits in excess of \$10,000 per year under a federal program involving a grant, contract, subsidy, loan, guarantee, insurance, or other form of Federal assistance.

3. From in or about November 2005 to in or about April 2010, in Ocean County, in the District of New Jersey, and elsewhere, defendant

MICHAEL J. RITACCO

did knowingly and corruptly solicit and demand for the benefit of himself and others, and accept and agree to accept, things of value totaling between approximately \$250,000 and \$500,000 from others for the direct and indirect benefit of defendant RITACCO, intending to be influenced and rewarded in connection with a business, transaction and series of transactions of the District involving things of value of \$5,000 and more.

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

COUNT 18

(GARTLAND Offers and Gives Corrupt Payments To RITACCO to Influence and Reward RITACCO in Connection with a Business, Transaction and Series of Transactions of the District)

1. Paragraphs 1 to 2 and 6 of Counts 1 to 10 and paragraph 2 of Count 17 of this Indictment are hereby incorporated and realleged as if fully set forth herein.

2. From in or about November 2005 to in or about April 2010, in Ocean County, in the District of New Jersey, and elsewhere, defendant

FRANCIS X. GARTLAND

did knowingly and corruptly give, offer and agree to give things of value totaling between approximately \$250,000 and \$500,000 for the direct and indirect benefit of MICHAEL J. RITACCO intending to influence and reward RITACCO in connection with a business, transaction and series of transactions of the District involving things of value of \$5,000 and more.

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

Forfeiture Allegation

As a result of committing the aforementioned offenses in violation of Title 18, United States Code, Sections 666, 1341, 1343 and 1952 as alleged in Counts 1 to 18 of this Indictment, defendants MICHAEL J. RITACCO and FRANCIS X. GARTLAND 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, including but not limited to:

1. MONEY JUDGMENT

A sum of money no less than approximately \$1,000,000 representing the amount of proceeds traceable to the commission of the offenses of bribery of a local government official, mail and wire fraud, and travel and the use of the mails and interstate facilities to further a bribery scheme in violation of state law;

2. AUTOMOBILE

One 2010 Mercedes Benz E550, VIN: WDDHF7CB1AA026180; and

3. CURRENCY

\$8,950 in United States currency seized from 16 11th Ave., Seaside Park, N.J. on or about April 22, 2010.

If any of the above-described forfeitable property, as a result of any act or omission of defendants RITACCO and GARTLAND:

- (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 defendants RITACCO and GARTLAND up to the value of the above forfeitable property.

In violation of Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461.

A TRUE BILL


PAUL J. FISHMAN
UNITED STATES ATTORNEY

CASE NUMBER: _____

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

UNITED STATES OF AMERICA

v.

**MICHAEL J. RITACCO and
FRANCIS X. GARTLAND**

INDICTMENT FOR

18 U.S.C. §§ 666, 981(a)(1)(C), 1341,
1343, 1346, 1952 and § 2
28 U.S.C. § 2461

A True Bill,

Foreperson

**PAUL J. FISHMAN
UNITED STATES ATTORNEY
NEWARK, NEW JERSEY**

**DUSTIN CHAO
ASSISTANT U.S. ATTORNEY
(973) 645-2903**
