

UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA	:	Crim. No. 07-
	:	
v.	:	18 U.S.C. §§ 982, 1341,
	:	1344, 1349, 1512, 1956,
JOHN V. COTONA,	:	and 2;
a/k/a "John Cotone,"	:	31 U.S.C. §§ 5317 and 5324
a/k/a "John Bruno,"	:	
VINCENT G. COTONA,	:	
a/k/a "Vincent Cotone,"	:	<u>I N D I C T M E N T</u>
a/k/a "Vincent Bruno,"	:	
DANIEL HANLEY,	:	
RALPH A. STAFFA,	:	
ENRICO PIPOLI,	:	
MATTHEW FELDMAN,	:	
PRAVANAND SULIAMAN,	:	
SHAWN P. STREBERGER,	:	
ANTHONY ASCOLESE,	:	
GLENN GEISCHEN, and	:	
VINCENZA GIRONE	:	
	:	

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

COUNT ONE

(Conspiracy To Commit Mail Fraud)

At all times relevant to Count One of this Indictment:

A. Background

1. Automobile insurance in New York and New Jersey includes different types of coverage. "Property damage liability coverage" covers claims submitted by third parties whose automobile is damaged as a result of a collision caused by the insured. This coverage is also sometimes referred to as "third-party property damage" coverage. "Collision coverage" covers

damage to the insured's vehicle as a result of a collision with another vehicle or an object, regardless of who is at fault. This coverage is also sometimes referred to as "first-party property damage" coverage. "Comprehensive coverage" is a type of automobile insurance coverage that covers damage to an insured vehicle that is not caused by a collision, such as damage caused by a catastrophic event. Property damage liability coverage, collision coverage, and comprehensive coverage are referred to collectively in this Indictment as "property damage coverage," and claims submitted under those coverages are referred to as "property damage claims." In addition to covering damage to a vehicle, property damage coverage may also cover certain types of related expenses, such as rental car charges, towing charges, and storage charges imposed by a repair facility.

2. The following were all insurance companies that offered automobile insurance, including property damage coverage, to businesses and/or individual consumers in New Jersey and/or New York: A.I.U. Insurance Company ("A.I.U."); Allstate Insurance Company ("Allstate"); Chubb Insurance Company ("Chubb"); CNA Insurance Company, a/k/a Continental Casualty Company ("CNA"); Gallagher Bassett Insurance Company ("Gallagher Bassett"); Government Employees Insurance Company ("GEICO"); High Point Insurance Company ("High Point"); Intrepid Insurance Company ("Intrepid"); New Jersey Manufacturers Insurance Company ("NJM"); State Farm Insurance Company ("State Farm"); Traveler's Insurance

Company ("Traveler's"); and United Financial Adjusting Company, d/b/a Cambridge Integrated Services Group ("Cambridge"). The automobile insurance companies referenced in this paragraph are referred to collectively as "the automobile insurers."

B. The Defendants

3. Defendant JOHN V. COTONA, a/k/a "John Cotone," a/k/a "John Bruno," was a resident of Monmouth County, New Jersey. Defendant JOHN V. COTONA operated Perfect Touch Auto Body ("Perfect Touch"), an automobile body shop located at 29 Pearl Street, Red Bank, New Jersey. In connection with the false and fictitious automobile insurance claims made as a part of this conspiracy, defendant JOHN V. COTONA submitted false and fictitious claims for payment to the automobile insurers, falsely claiming that automobile body work had been performed at Perfect Touch. Defendant JOHN V. COTONA received payments that the automobile insurers mailed to Perfect Touch in payment of these false and fictitious claims.

4. Defendant VINCENT G. COTONA, a/k/a "Vincent Cotone," a/k/a "Vincent Bruno," was the brother of defendant JOHN V. COTONA, and resided in New York. Defendant VINCENT G. COTONA operated a restaurant and night club located at 160 South Street, New York, New York, that used the name "Villa Rotone." Defendant VINCENT G. COTONA recruited associates to participate in the conspiracy and submit false and fictitious property damage claims regarding their vehicles. In addition, defendant VINCENT G.

COTONA made false and fictitious property damage claims regarding vehicles registered in the names of business entities he controlled.

5. Defendant DANIEL HANLEY was an associate of defendants JOHN V. COTONA and VINCENT G. COTONA, and resided in New York. Defendant DANIEL HANLEY made false and fictitious property damage claims regarding his personal vehicle.

6. Defendant RALPH A. STAFFA was an associate of defendant JOHN V. COTONA, and resided, at various times, in Monmouth County, New Jersey, and in Florida. Defendant RALPH A. STAFFA made false and fictitious property damage claims to his insurance company, claiming that he hit vehicles owned by co-defendants, co-conspirators, and companies they controlled.

7. Defendant ENRICO PIPOLI was an associate of defendant JOHN V. COTONA, and resided in Monmouth County, New Jersey. Defendant ENRICO PIPOLI made false and fictitious property damage claims to his insurance company, claiming that his vehicle hit vehicles owned by co-defendants, co-conspirators, and companies they controlled.

8. Defendant MATTHEW FELDMAN was an associate of defendants JOHN V. COTONA and VINCENT G. COTONA, and resided in New York. Defendant MATTHEW FELDMAN made false and fictitious property damage claims regarding a vehicle he owned.

9. Defendant PRAVANAND SULIAMAN was an associate of defendants JOHN V. COTONA and VINCENT G. COTONA, and resided in

New York. Defendant PRAVANAND SULIAMAN made false and fictitious property damage claims regarding vehicles he owned.

10. Defendant SHAWN P. STREBERGER was an associate of defendant JOHN V. COTONA, and resided in Monmouth County, New Jersey. Defendant SHAWN P. STREBERGER owned and operated Shawn's Auto Repair, LLC ("Shawn's"), an automobile repair shop located at 39 Pearl Street, Red Bank, New Jersey. Shawn's was listed as the repair shop for a vehicle involved in a false and fictitious property damage claim. Defendant SHAWN P. STREBERGER also made false and fictitious property damage claims regarding a vehicle he owned.

D. Unindicted Co-Conspirators

11. Co-conspirator V.G. was the wife of defendant JOHN COTONA, and resided in Monmouth County, New Jersey. V.G. was the registered owner of vehicles involved in the false and fictitious insurance claims made during the course of the conspiracy.

12. Co-conspirator A.C. was the brother of defendants JOHN V. COTONA and VINCENT G. COTONA, and resided in Monmouth County, New Jersey. A.C. operated Certified Auto Collision, Inc. ("Certified"), an automobile body shop in Brooklyn, New York. Certified made claims for payment arising from false and fictitious insurance claims. A.C. and a company he controlled also owned vehicles involved in false and fictitious insurance claims made during the course of the conspiracy.

13. Co-conspirator M.M. was a resident of New York. At various times, M.M. had a romantic relationship with defendant JOHN V. COTONA. M.M. made a false and fictitious insurance claim, claiming that her vehicle struck a vehicle operated by defendant VINCENT G. COTONA and registered to a company he controlled.

The Conspiracy

14. From in or about January 2001, to in or about June 2005, in Monmouth County, in the District of New Jersey, and elsewhere, the defendants,

JOHN V. COTONA,  
a/k/a "John Cotone,"  
a/k/a "John Bruno,"  
VINCENT G. COTONA,  
a/k/a "Vincent Cotone,"  
a/k/a "Vincent Bruno,"  
DANIEL HANLEY,  
RALPH A. STAFFA,  
ENRICO PIPOLI,  
MATTHEW FELDMAN,  
PRAVANAD SULIAMAN, and  
SHAWN P. STREBERGER,

did knowingly and willfully conspire and agree with each other, with V.G., A.C., M.M., and with others, to devise and intend to devise a scheme and artifice to defraud the automobile insurers by means of materially false and fraudulent pretenses, representations, and promises, namely, by submitting materially false and fictitious automobile insurance claims to the automobile insurers, and did knowingly cause to be placed in a post office and authorized depository of mail, and cause to be

delivered thereon, certain mail matter, namely, checks in payment of these materially false and fictitious automobile insurance claims, to be sent and delivered by the United States Postal Service, and by any private and commercial interstate carrier, and did take and receive therefrom, such mail matter, contrary to Title 18, United States Code, Section 1341.

Object of the Conspiracy

15. It was the object of the conspiracy for the defendants and their co-conspirators to enrich themselves by falsely creating the appearance that automobile accidents had occurred, involving multiple vehicles under their control, and making false and fictitious property damage claims to the automobile insurers for damage allegedly suffered by those vehicles.

Means and Methods of the Conspiracy

16. Among the means and methods employed by the defendants and their co-conspirators to carry out the conspiracy and effect its unlawful object were those set forth in Paragraphs 17 through 25 below.

17. It was part of the conspiracy that the defendants and their co-conspirators set up and controlled the following business entities: American Advantage Corp.; Anotoc Realty Corp.; Blue Point Equities; Buy Rite Enterprise Corp.; C&C Auto Body Corp.; Manatone Holdings; Metatron Relocation Services, Inc.; Nitron Commercial Cleaning, Inc.; Oceanside Equities; Paramount Properties; Tribeca Consulting Inc.; Verrazano Auto, Inc.; Villa

Rotone Inc.; and Vincenzo Restaurant Corp. (collectively the "controlled entities").

18. It was further part of the conspiracy that the defendants and their co-conspirators reported accidents to the automobile insurers when, in fact, they had staged the accidents, or the accidents had never taken place (the "reported accidents").

19. It was further part of the conspiracy that the defendants and their co-conspirators intentionally damaged vehicles, or made property damage claims relating to vehicles with pre-existing damage, to create the impression that the vehicles had sustained damage in the reported accidents.

20. It was further part of the conspiracy that the defendants and their co-conspirators made claims for multiple vehicles under their control arising out of a single reported accident, including vehicles that they had registered in the names of the controlled entities.

21. It was further part of the conspiracy that the defendants and their co-conspirators falsely reported to police departments in New York City and Red Bank, New Jersey, that the reported accidents involved a vehicle that struck one or more parked vehicles, or a vehicle that rear-ended another vehicle.

22. It was further part of the conspiracy that the defendants and their co-conspirators made and caused to be made materially false and fictitious property damage claims to the

automobile insurers arising out of reported accidents, including but not limited to the following:

<u>Alleged Date of Accident</u>	<u>Alleged Location</u>	<u>Insurer(s)</u>
August 16, 2001	Queens, NY	CNA
September 11, 2001	New York, NY	Allstate
March 26, 2002	New York, NY	State Farm
April 2, 2002	Staten Island, NY	CNA
October 30, 2002	New York, NY	Allstate
December 3, 2002	Brooklyn, NY	Traveler's
December 5, 2002	New York, NY	State Farm/A.I.U.
December 27, 2002	New York, NY	Cambridge
April 4, 2003	Staten Island, NY	Allstate
August 14, 2003	New York, NY	GEICO
September 6, 2003	New York, NY	Allstate
November 2, 2003	New York, NY	State Farm
December 6, 2003	New York, NY	GEICO
January 30, 2004	Red Bank, NJ	High Point
March 9, 2004	Brooklyn, NY	State Farm
March 19, 2004	Brooklyn, NY	Chubb
May 17, 2004	Red Bank, NJ	GEICO
September 18, 2004	New York, NY	GEICO
September 28, 2004	Red Bank, NJ	Allstate
October 20, 2004	New York, NY	NJM
November 20, 2004	Red Bank, NJ	State Farm
November 20, 2004	Red Bank, NJ	Gallagher Bassett/ Intrepid

23. It was further part of the conspiracy that the defendants and their co-conspirators took the vehicles allegedly involved in the reported accidents to Perfect Touch, Certified, Shawn's, and other automobile body and repair shops, for alleged repairs.

24. It was further part of the conspiracy that the defendants and their co-conspirators submitted and caused to be submitted to the automobile insurers false and fictitious invoices, towing and storage bills, rental car receipts, and other fraudulent documents relating to property damage claims

arising out of the reported accidents.

25. It was further part of the conspiracy that the defendants and their co-conspirators caused the automobile insurers to make in excess of \$1 million in payments on false and fictitious property damage claims arising out of the reported accidents.

All in violation of Title 18, United States Code, Section 1349.

COUNTS TWO THROUGH FIVE

(Mail Fraud)

1. Paragraphs 1 through 13, 17 through 21, 23, and 24 of Count One are re-alleged and incorporated herein.

2. On or about the dates set forth below, in Monmouth County, in the District of New Jersey, and elsewhere, the defendants set forth below, did knowingly and wilfully devise and intend to devise a scheme and artifice to defraud the automobile insurers by obtaining money and property from said automobile insurers, by means of materially false and fraudulent pretenses, representations, and promises, namely, by means of materially false and fictitious property damage claims, and, for the purpose of executing and attempting to execute the scheme and artifice to defraud, did knowingly cause to be placed in a post office and authorized depository of mail, and cause to be delivered thereon, certain mail matter, to be sent and delivered by the United States Postal Service, and by any private and commercial interstate carrier, and did take and receive therefrom, such mail matter, as follows:

<u>Count</u>	<u>Defendants</u>	<u>Date</u>	<u>Description of Mailing</u>
2	JOHN V. COTONA and VINCENT G. COTONA	November 22, 2002	Allstate check in the amount of \$18,625.53, payable to Villa Rotone and mailed to Perfect Touch.

3	JOHN V. COTONA, RALPH A. STAFFA, and SHAWN P. STREBERGER	October 5, 2004	Allstate check in amount of \$14,963.65 payable to and mailed to V.G.
4	JOHN V. COTONA and ENRICO PIPOLI	December 22, 2004	State Farm check in the amount of \$19,524.85, payable to and mailed to Blue Point Equities
5	JOHN V. COTONA, DANIEL HANLEY, and RALPH A. STAFFA	January 4, 2005	Gallagher Bassett check in the amount of \$28,255.02 payable to and mailed to Paramount Properties

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

COUNT SIX

(Conspiracy to Launder Money)

1. Paragraphs 1 through 5, 8, 9, and 17 through 25 of Count One are re-alleged and incorporated herein.

2. At all times relevant to Count Six of this Indictment, Commerce Bank, N.A. ("Commerce"), Two River Community Bank ("Two River"), and North Fork Bank ("North Fork") were financial institutions, as that term is defined in Title 18, United States Code, Section 20, that maintained branch banking locations in New Jersey and New York.

3. From in or about October 2001, to in or about June 2005, in Monmouth County, in the District of New Jersey, and elsewhere, the defendants,

JOHN V. COTONA,  
a/k/a "John Cotone,"  
a/k/a "John Bruno,"  
VINCENT G. COTONA,  
a/k/a "Vincent Cotone,"  
a/k/a "Vincent Bruno,"  
DANNY HANLEY,  
MATTHEW FELDMAN, and  
PRAVANAD SULIAMAN,

did knowingly and willfully conspire and agree with one another and with others to conduct financial transactions which in fact involved the proceeds of specified unlawful activity, namely mail fraud, contrary to Title 18, United States Code, Section 1341, knowing that the transactions were designed in whole and in part to conceal and disguise the nature, location, source, ownership, and control of the proceeds of mail fraud, contrary to Title 18,

United States Code, Section 1956(a)(1)(B)(i).

Object of the Conspiracy

4. It was the object of the conspiracy for the defendants and their co-conspirators to conceal and disguise their interest in the proceeds of mail fraud by negotiating checks that they received from the automobile insurers (the "proceeds checks") by cashing them against and depositing them into bank accounts, in their own names, in the names of their children, and in the names of business entities they controlled, and then withdrawing the proceeds by writing checks, withdrawing cash, and transferring proceeds to other accounts they controlled.

Means and Methods of the Conspiracy

5. Among the means and methods employed by the defendants and their coconspirators to carry out the conspiracy and effect its unlawful object were those set forth in Paragraphs 6 through 9 below.

6. It was part of the conspiracy that the defendants played the following roles in the conspiracy:

a. Defendant JOHN V. COTONA, a/k/a "John Bruno," a/k/a "John Cotone," controlled the day-to-day activity in approximately sixteen (16) accounts at Commerce, including accounts in his own name (5 accounts), and accounts in various business names. Defendant JOHN V. COTONA used these accounts, as well as an account at Two River in the name of "Perfect Touch Collision Center," to negotiate proceeds checks and facilitate

the withdraw of proceeds from the banking system. In addition, defendant JOHN V. COTONA was an authorized signer on an account at North Fork in the name of "Vincenzo Restaurant Corp.," that received transfers of proceeds from accounts that defendant JOHN V. COTONA controlled at Commerce.

b. Defendant VINCENT G. COTONA controlled the day-to-day activity in the Vincenzo Restaurant Corp. account at North Fork, and used that account to pay expenses such as rent for his restaurant at 160 South Street, New York, New York. Defendant VINCENT G. COTONA was also an authorized signer on and controlled the day-to-day activities in an account at North Fork in the name of his daughter, N.C., which was used to negotiate proceeds checks. In addition, defendant VINCENT G. COTONA paid personal expenses, including Little League fees for his children, out of proceeds that were deposited into an account that his brother, JOHN V. COTONA, controlled at Commerce.

c. Defendant DANIEL HANLEY endorsed proceeds checks that were negotiated at North Fork, and received proceeds from an account that defendant JOHN V. COTONA controlled at Commerce.

d. Defendant MATTHEW FELDMAN was the authorized signer on an account at Commerce that was used to negotiate a proceeds check, and negotiated proceeds checks against an account he controlled at North Fork.

e. Defendant PRAVANAND SULAIMAN was the authorized signer on two accounts at Commerce that were used to negotiate

proceeds checks, and negotiated proceeds checks against an account he controlled at North Fork.

7. It was further part of the conspiracy that the defendants and their co-conspirators opened and caused to be opened accounts in the names of their children, and in the names of business entities they controlled, including but not limited to the following:

<u>Name on Account</u>	<u>Authorized Signer</u>	<u>Date Opened</u>	<u>Bank</u>
Perfect Touch A.B.	JOHN V. COTONA	09/17/2001	Commerce
Vincenzo Restaurant N.C.	JOHN V. COTONA	12/15/2001	North Fork
	VINCENT G. COTONA	04/02/2002	North Fork
Perfect Touch Coll.	JOHN V. COTONA	01/10/2003	Two River
Anotoc Realty	"D.R."	03/28/2003	Commerce
American Advantage	"J.G."	07/30/2003	Commerce
Ocean Side Equities	"F.C."	10/15/2003	Commerce
Verrazano Auto	MATTHEW FELDMAN	10/29/2003	Commerce
Buy Rite Enterprise	"F.M."	11/06/2003	Commerce
Metatron Relocation	PRAVANAND SULAIMAN	11/06/2003	Commerce
Perfect Touch A.B.	JOHN V. COTONA	12/09/2003	Commerce
Blue Point Equities	PRAVANAND SULAIMAN	12/09/2004	Commerce

8. It was further part of the conspiracy that the defendants and their co-conspirators received the proceeds checks and deposited them into or cashed them against accounts that they controlled, including but not limited to the accounts set forth in paragraph 7 above, and the defendants' personal accounts.

9. It was further part of the conspiracy that, after depositing the proceeds checks, the defendants and their co-conspirators engaged in financial transactions involving these proceeds, including cash withdrawals, transfers to other accounts, and checks made out to entities they controlled, which were designed in whole and in part to conceal and disguise the

defendants' ownership and control of those proceeds.

In violation of Title 18, United States Code, Section  
1956(h).

COUNT SEVEN

(Bank Fraud)

1. Paragraphs 3, 6, 10, 11, and 13 of Count One are re-alleged and incorporated herein.

2. At all times relevant to Count Seven of this Indictment:

a. Defendant ANTHONY ASCOLESE was a resident of Ocean County, New Jersey.

b. Defendant GLENN GEISCHEN was a resident of Ocean County, New Jersey.

c. T.R. was the girlfriend of defendant SHAWN P. STREBERGER, and resided with defendant SHAWN P. STREBERGER in Monmouth County, New Jersey.

d. D.D. resided in Monmouth County, New Jersey, and was a neighbor and acquaintance of defendant JOHN V. COTONA and co-conspirator V.G.

e. M.C. resided in Monmouth County, New Jersey, and was an acquaintance of defendant SHAWN P. STREBERGER and co-conspirator T.R.

f. Commerce Bank, N.A. ("Commerce"), was a financial institution, as that term is defined in Title 18, United States Code, Section 20.

g. A "bad check" is a check that will be dishonored by the financial institution on which it is drawn, because adequate funds are not available in the account on which it is

drawn, because the account holder has stopped payment on the check, or for some other reason.

3. From in or about May 2005, to in or about October 2005, in Monmouth County, in the District of New Jersey, and elsewhere, the defendants,

JOHN V. COTONA,  
a/k/a "John Cotone,"  
a/k/a "John Bruno,"  
RALPH A. STAFFA,  
SHAWN P. STREBERGER,  
ANTHONY ASCOLESE, and  
GLENN GEISCHEN,

did knowingly and wilfully execute a scheme and artifice to defraud Commerce of approximately \$168,150, and obtain moneys, funds, and assets owned by and under the custody and control of Commerce, by means of materially false and fraudulent pretenses, representations, and promises, as set forth more fully below.

Object of the Scheme and Artifice to Defraud

4. It was the object of the scheme and artifice to defraud for the defendants to obtain money from Commerce by depositing bad checks into accounts that they controlled at Commerce, and then withdrawing the proceeds of those bad checks before Commerce learned that the checks were dishonored by the financial institutions on which they were drawn.

Means and Methods of the Conspiracy

5. Among the means and methods employed by the defendants to carry out the scheme and artifice to defraud and effect its unlawful object were those set forth in Paragraphs 6 through 13

below.

6. It was part of the scheme and artifice to defraud that defendant JOHN V. COTONA controlled accounts at Commerce in the names of "Oceanside Equities," "Perfect Touch Collision Center," and V.G.

7. It was further part of the scheme and artifice to defraud that defendant JOHN V. COTONA obtained bad checks from various sources, including M.M., N.V., Metro Media Group, and State Farm.

8. It was further part of the scheme and artifice to defraud that defendant JOHN V. COTONA provided bad checks to defendants RALPH STAFFA and ANTHONY ASCOLESE, who deposited those bad checks into the Oceanside Equities account at Commerce.

9. It was further part of the scheme and artifice to defraud that defendant JOHN V. COTONA personally deposited bad checks into the Perfect Touch Collision Center and V.G. accounts at Commerce.

10. It was further part of the scheme and artifice to defraud that defendant ANTHONY ASCOLESE deposited bad checks, drawn on an account in the name of defendant RALPH A. STAFFA, into an account at Commerce in the name of defendant GLENN GEISCHEN.

11. It was further part of the scheme and artifice to defraud that defendant JOHN V. COTONA, knowing that it was Commerce's policy to make the proceeds of deposited checks

immediately available to its customers, withdrew, and caused defendants RALPH A. STAFFA, SHAWN P. STREBERGER, ANTHONY ASCOLESE, and GLENN GEISCHEN, as well as T.R., D.D., and M.C., to withdraw, the proceeds of bad checks from the Oceanside Equities and Perfect Touch Collision Center accounts at Commerce, before Commerce learned that these bad checks had been dishonored.

12. It was further part of the scheme and artifice to defraud that defendant GLENN GEISCHEN withdrew the proceeds of bad checks from the account in his name at Commerce, before Commerce learned that the checks had been dishonored by defendant RALPH A. STAFFA's financial institution.

13. It was further part of the conspiracy that the defendants and their co-conspirators conducted the following transactions at Commerce branches in New Jersey:

The Oceanside Equities Account

a. On or about June 2, 2005, at a Commerce branch in Red Bank, New Jersey, defendant RALPH STAFFA deposited a bad check in the amount of \$18,950, drawn on an account of M.M., into the Oceanside Equities account.

b. On or about June 2, 2005, at a Commerce branch in Eatontown, New Jersey, defendant ANTHONY ASCOLESE deposited a bad check in the amount of \$19,850, drawn on an account of M.M., into the Oceanside Equities account.

c. On or about June 3, 2005, at a Commerce branch in Red Bank, New Jersey, defendant SHAWN STREBERGER cashed a check

in the amount of \$9,850, drawn on the Oceanside Equities account.

d. On or about June 3, 2005, at a Commerce branch in Red Bank, New Jersey, defendant RALPH STAFFA cashed a check in the amount of \$9,775, drawn on the Oceanside Equities account.

e. On or about June 3, 2005, at a Commerce branch in Tinton Falls, New Jersey, T.R. negotiated a check in the amount of \$9,750, drawn on the Oceanside Equities account, and received \$4,875 in cash, and an official Commerce check in the amount of \$4,875.

f. On or about June 3, 2005, at a Commerce branch in Red Bank, New Jersey, defendant ANTHONY ASCOLESE deposited a bad check in the amount of \$19,800, drawn on an account of M.M., into the Oceanside Equities account.

g. On or about June 3, 2005, at a Commerce branch in Middletown, New Jersey, defendant RALPH STAFFA cashed a check in the amount of \$9,500 drawn on the Oceanside Equities account.

h. On or about June 3, 2005, at a Commerce branch in Eatontown, New Jersey, defendant RALPH STAFFA cashed a check in the amount of \$2,500, drawn on the Oceanside Equities account.

i. On or about June 3, 2005, at a Commerce branch in West Long Branch, New Jersey, defendant ANTHONY ASCOLESE deposited a bad check in the amount of \$19,800, drawn on an account of M.M., into the Oceanside Equities account.

j. On or about June 4, 2005, at a Commerce branch in Marlboro, New Jersey, D.D. cashed a check in the amount of

\$9,875, drawn on the Oceanside Equities account.

k. On or about June 4, 2005, at a Commerce branch in Fair Haven, New Jersey, defendant RALPH STAFFA cashed a check in the amount of \$9,775, drawn on the Oceanside Equities account.

l. On or about June 4, 2005, at a Commerce branch in Fair Haven, New Jersey, T.R. cashed the official Commerce check in the amount of \$4,875, that was issued to T.R. on or about June 3, 2005.

m. On or about June 5, 2005, at a Commerce branch in Middletown, New Jersey, defendant JOHN V. COTONA withdrew \$550 from the Oceanside Equities account.

n. On or about June 6, 2005, at a Commerce branch in Red Bank, New Jersey, defendant RALPH STAFFA deposited a bad check in the amount of \$19,507, drawn on an account of M.M., into the Oceanside Equities account.

o. On or about June 6, 2005, at a Commerce branch in Tinton Falls, New Jersey, an unidentified individual deposited a bad check in the amount of \$19,111, drawn on an account of M.M., into the Oceanside Equities account.

p. On or about June 7, 2005, at a Commerce branch in Eatontown, New Jersey, defendant RALPH STAFFA cashed a check in the amount of \$9,887, drawn on the Oceanside Equities account.

q. On or about June 7, 2005, at a Commerce branch in Red Bank, New Jersey, defendant SHAWN STREBERGER cashed a check in the amount of \$9,850, drawn on the Oceanside Equities account.

r. On or about June 7, 2005, at a Commerce branch in Fair Haven, New Jersey, defendant ANTHONY ASCOLESE cashed a check in the amount of \$9,790, drawn on the Oceanside Equities account.

s. On or about June 7, 2005, at a Commerce branch in Middletown, New Jersey, T.R. cashed a check in the amount of \$9,950, drawn on the Oceanside Equities account.

#### The V.G. Checking Account

t. On or about May 27, 2005, at a Commerce branch in Marlboro, New Jersey, V.G. opened a checking account.

u. On or about June 10, 2005, at a Commerce branch in Eatontown, New Jersey, defendant JOHN V. COTONA deposited a bad check in the amount of \$19,800, drawn on an account of N.V., into the V.G. checking account at Commerce.

v. On or about June 10, 2005, at a Commerce branch in Red Bank, New Jersey, defendant JOHN V. COTONA deposited a bad check in the amount of \$19,750, drawn on an account of N.V., into the V.G. checking account at Commerce.

w. On or about June 23, 2005, at a Commerce branch in Marlboro, New Jersey, V.G. withdrew \$419.31 from the V.G. checking account.

#### The Perfect Touch Collision Center Account

x. On or about June 17, 2005, at a Commerce branch in Red Bank, New Jersey, defendant JOHN V. COTONA deposited a bad check in the amount of \$19,575, drawn on an account of "Metro Media Group," into the Perfect Touch Collision account.

y. On or about June 17, 2005, at a Commerce branch in Eatontown, New Jersey, defendant JOHN V. COTONA deposited two bad checks, one in the amount of \$19,425, drawn on an account of "Metro Media Group," and one in the amount of \$17,607.12, drawn on an account of State Farm, into the Perfect Touch Collision account.

z. On or about June 18, 2005, at a Commerce branch in Red Bank, New Jersey, M.C. cashed a check in the amount of \$9,925, drawn on the Perfect Touch Collision account.

aa. On or about June 18, 2005, at a Commerce branch in Red Bank, New Jersey, defendant JOHN V. COTONA cashed a check in the amount of \$9,775, drawn on the Perfect Touch Collision account.

bb. On or about June 18, 2005, at a Commerce branch in Middletown, New Jersey, M.C. cashed a check in the amount of \$9,880, drawn on the Perfect Touch Collision account.

cc. On or about June 18, 2005, at a Commerce branch in Eatontown, New Jersey, defendant GLENN GIESCHEN cashed a check in the amount of \$9,950, drawn on the Perfect Touch Collision account.

dd. On or about June 19, 2005, an unknown individual withdrew \$6,250 from the Perfect Touch Collision account.

#### The Glenn Geischen Account

ee. On or about August 12, 2005, at a Commerce branch in Eatontown, New Jersey, defendant GLENN GEISCHEN opened a

personal checking account.

ff. On or about October 3, 2005, at a Commerce branch in Toms River, New Jersey, defendant ANTHONY ASCOLESE deposited a bad check in the amount of \$9,500, drawn on the account of defendant RALPH STAFFA, into the Commerce account of defendant GLENN GEISCHEN.

gg. On or about October 3, 2005, at a Commerce branch in Tinton Falls, New Jersey, an unidentified individual deposited a bad check in the amount of \$9,875, drawn on the account of defendant RALPH STAFFA, into the Commerce account of defendant GLENN GEISCHEN.

hh. On or about October 3, 2005, at a Commerce branch in West Long Branch, New Jersey, defendant ANTHONY ASCOLESE deposited a bad check in the amount of \$18,745, drawn on the account of defendant RALPH STAFFA, into the Commerce account of defendant GLENN GEISCHEN.

ii. On or about October 5, 2005, at a Commerce branch in Eatontown, New Jersey, defendant GLENN GEISCHEN withdrew \$6,700 from his account at Commerce.

jj. On or about October 5, 2005, at a Commerce branch in Brick, New Jersey, defendant GLENN GEISCHEN withdrew \$6,500 from his account at Commerce.

In violation of Title 18, United States Code, Sections 1344 and 2.

COUNTS EIGHT THROUGH TEN

(Structuring of Monetary Transactions)

1. Paragraph 3 of Count One, and paragraph 6(a) of Count Six, are re-alleged and incorporated herein.

2. At all times relevant to Counts Eight through Ten of this Indictment:

a. Commerce Bank, N.A. ("Commerce") was a domestic financial institution within the meaning of Title 31, United States Code, Section 5313(a), and Title 31, Code of Federal Regulations, Sections 103.11 and 103.22(a).

b. Title 31, United States Code, Section 5313(a), and Title 31, Code of Federal Regulations, Section 103.22(a), required that financial institutions file Currency Transaction Reports of each deposit, withdrawal, exchange of currency or other payment and transfer, by, through, or to such financial institution that involved a transaction in currency of more than \$10,000.

3. On or about the dates set forth below, in Monmouth County, in the District of New Jersey, and elsewhere, the defendant,

JOHN V. COTONA,  
a/k/a "John Cotone,"  
a/k/a "John Bruno,"

for the purpose of evading the reporting requirements of Title 31, United States Code, Section 5313(a) with respect to such

transactions, knowingly structured, assisted in structuring, and attempted to structure and assist in structuring, transactions with a domestic financial institution, namely Commerce, by causing United States currency to be deposited and withdrawn in amounts of less than \$10,000, including the following:

<b>Count</b>	<b>Date</b>	<b>Account</b>	<b>Transaction</b>	<b>Amount</b>
8	01/18/2005	Blue Point Equities	Cash deposit	\$7,500
	01/18/2005	Ocean Side Equities	Cash deposit	\$9,700
	01/18/2005	American Advantage	Cash deposit	\$9,800
	01/18/2005	Anotoc Realty	Cash deposit	\$9,800
9	06/03/2005	Ocean Side Equities	Cashed check # 1024	\$9,850
	06/03/2005		Cashed check # 1025	\$9,775
	06/03/2005		Cashed check # 1023	\$9,750
	06/03/2005		Cashed check # 1026	\$9,500
	06/03/2005		Cashed check # 1027	\$2,500
	06/04/2005		Cashed check # 1028	\$9,875
	06/04/2005		Cashed check # 1029	\$9,775
	06/07/2005		Cashed check # 1031	\$9,887
	06/07/2005		Cashed check # 1034	\$9,850

	06/07/2005		Cashed check # 1032	\$9,790
	06/07/2005		Cashed check # 1042	\$9,950
10	06/18/2005	Perfect Touch Collision	Cashed check # 1046	\$9,925
	06/18/2005		Cashed check # 1049	\$9,775
	06/18/2005		Cashed check # 1045	\$9,880
	06/18/2005		Cashed check # 1052	\$9,850
	06/18/2005		Cashed check # 1053	\$9,950
	06/19/2005		Cash Withdrawal	\$6,250

4. Defendant JOHN V. COTONA committed these acts of structuring as part of a pattern of illegal activity involving more than \$100,000.00 in a 12-month period.

In violation of Title 31, United States Code, Sections 5324(a)(3) and 5324(d)(2); and Title 18, United States Code, Section 2.

COUNT ELEVEN

(Witness Tampering)

1. Paragraphs 3 and 11 of Count One are re-alleged and incorporated herein.

2. At all times relevant hereto, U.D. was the owner of the property with an address of 74 Wallace Street, Red Bank, New Jersey.

3. In or about March 2006, in Monmouth County, in the District of New Jersey, and elsewhere, the defendants,

JOHN V. COTONA,  
a/k/a "John Cotone,"  
a/k/a "John Bruno," and  
VINCENZA GIRONE,

did knowingly and corruptly persuade and attempt to persuade U.D., with the intent to influence, delay, and prevent the testimony of U.D. in an official proceeding, and to hinder, delay, and prevent U.D. from communicating to a law enforcement officer and judge of the United States information relating to the commission and possible commission of certain federal offenses, namely mail fraud, contrary to Title 18, United States Code, Section 1341, and bank fraud, contrary to Title 18, United States Code, Section 1344.

All in violation of Title 18, United States Code, Sections 1512(b)(1), 1512(b)(3), and 2.

CRIMINAL FORFEITURE ALLEGATION

1. The Grand Jury realleges and incorporates by reference the allegations set forth in Counts Six and Eight of this Indictment for the purpose of noticing forfeiture pursuant to Title 18, United States Code, Section 982(a)(1), and Title 31, United States Code, Section 5317(c)(1).

2. As a result of the offenses charged in Counts Six and Nine of this Indictment, the Government will seek forfeiture from the defendant,

JOHN V. COTONA,  
a/k/a "John Cotone,"  
a/k/a "John Bruno,"

in accordance with: (1) Title 18, United States Code, Section 981(a)(1), of all property, real and personal, involved in the violation of Title 18, United States Code, Section 1956(h), set forth in Count Six, and all property traceable to such property; and (2) Title 31, United States Code, Section 5317(c)(1), of all property, real and personal, involved in the violation of Title 31, United States Code, Section 5324(a)(3) and 5324(d)(2), set forth in Count Eight, and all property traceable thereto, including but not limited to the following:

(a). a sum of money equal to approximately \$1,028,795 in United States currency, representing the amount of money involved in the offense set forth in Count Six; and

(b). one (1) Mars Red 2005 Mercedes-Benz SL500R, New

Jersey license plate SZF34C, VIN WDBSK75F75F094602, representing property traceable to money involved in the offense set forth in Count Eight.

3. If any of the above-described forfeitable property, as a result of any act or omission of defendant JOHN V. COTONA:

(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 Title 21, United States Code, Section 853(p), as incorporated by Title 18, United States Code, Section 982(b)(1), and Title 31, United States Code, Section 5317(c)(1)(B), to seek forfeiture of any other property of defendant JOHN V. COTONA up to the value of the forfeitable property described above.

A TRUE BILL

\_\_\_\_\_  
FOREPERSON

\_\_\_\_\_  
CHRISTOPHER J. CHRISTIE  
United States Attorney