

FILED

DEC 10 2012

State Grand Jury Judge

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION - CRIMINAL

State Grand Jury

Number SGJ631-12-1

Superior Court

Docket Number 12-12-00214-S

STATE OF NEW JERSEY

)

v.

)

INDICTMENT

BRIAN P. MOHEN AND

)

LISA A. STANKO-MOHEN

)

The Grand Jurors of and for the State of New Jersey, upon their oaths, present that:

COUNT ONE

(Conspiracy - Second Degree)

Between on or about February 28, 2007 and on or about June 7, 2010, at the Borough of Far Hills, in the County of Somerset, and elsewhere, all within the jurisdiction of this Court,

BRIAN P. MOHEN AND LISA A. STANKO-MOHEN,

who are named as defendants herein, did with the purpose of promoting or facilitating the commission of the following crimes:

1. Insurance Fraud,
2. Misapplication of Entrusted Property,
3. Theft by Failure to Make Required Disposition of Property Received, and
4. Misconduct by Corporate Official,

did agree that:

A. One or more of them knowingly would engage in conduct that would constitute the aforesaid crimes or an attempt or solicitation to commit such crimes, or

B. One or more of them knowingly would aid in the planning or commission of the aforesaid crimes or in an attempt or solicitation to commit the aforesaid crimes, that is

1. Insurance fraud, by knowingly committing five or more acts of insurance fraud with the aggregate value of the property obtained or sought to be obtained being at least \$1,000.00, in violation of N.J.S.A. 2C:21-4.6;

2. Misapplication of entrusted property, in an aggregate amount exceeding \$75,000.00, in violation of N.J.S.A. 2C:21-15;

3. Theft by failure to make required disposition of property received, in an aggregate amount exceeding \$75,000.00, in violation of N.J.S.A. 2C:20-9; and

4. Misconduct by corporate official in an aggregate amount exceeding \$75,000.00, in violation of N.J.S.A. 2C:21-9;

and among the means by which the aforesaid defendants would carry out the conspiracy are the following:

1. It was part of the conspiracy that defendant Lisa A. Stanko-Mohen and her husband, defendant Brian P. Mohen, managed, directed, and controlled Arden Financial Services, Inc., a New Jersey corporation owned by defendant Lisa A. Stanko-Mohen, hereinafter referred to as “Arden”;

2. It was further part of the conspiracy that the defendants operated Arden as an insurance broker with Arden being in the business of procuring insurance coverage for small and mid-sized companies; and

3. It was further part of the conspiracy that upon binding insurance coverage for Arden’s clients, the defendants through Arden would bill Arden’s clients for premiums due to insurance companies for the said insurance coverage;

4. It was further part of the conspiracy that the defendants would have the insurance premiums paid by Arden’s clients deposited into Arden’s trust account as required by New Jersey law and the

agreements that Arden had entered into with the insurance companies providing the insurance coverage; and

5. It was further part of the conspiracy that the defendants would thereafter steal the premiums due the insurance companies for the insurance coverage provided to Arden's clients by withdrawing the premiums from Arden's trust account without the permission of the insurance companies, and thereafter diverting them to the defendants' own use; all contrary to the provisions of N.J.S.A. 2C:5-2, and against the peace of this State, the government, and dignity of the same.

COUNT TWO

(Insurance Fraud - Second Degree)

Between on or about February 28, 2007 and on or about March 24, 2009, at the Borough of Far Hills, in the County of Somerset, and elsewhere, all within the jurisdiction of this Court,

BRIAN P. MOHEN AND LISA A. STANKO-MOHEN

did commit insurance fraud by knowingly committing five or more acts of insurance fraud with the aggregate pecuniary benefit obtained or sought to be obtained being at least \$1,000.00; that is, the said Brian P. Mohen and Lisa A. Stanko-Mohen did knowingly make, or cause to be made, five or more false, fictitious, fraudulent, or misleading statements of material fact in, or knowingly did omit or cause to be omitted material facts from any records, bills, claims, or other documents, in writing, electronically, orally, or in any other form as set forth below, that the said Brian P. Mohen and Lisa A. Stanko-Mohen did attempt to submit, submitted, caused to be submitted, or did attempt to cause to be submitted as part of, in support of, or in connection with an application to obtain or renew an insurance policy or a payment made or to be made in accordance with the terms of an insurance policy, and the aggregate value of the property, services, or benefits the said Brian P. Mohen and Lisa A. Stanko-Mohen wrongfully obtained or sought to obtain was approximately \$1,798,880.20; specifically, the said Brian P.

Mohen and Lisa A. Stanko-Mohen knowingly made, or caused to be made at least five false, fictitious, fraudulent, or misleading statements of material fact as part of, in support of, or in connection with applications for insurance policies submitted to various insurance companies to obtain or renew insurance policies or with payments made or to be made in accordance with the terms of insurance policies issued by various insurance companies as follows:

1. In connection with the payment of the premium due and owing for an insurance policy bearing Policy Number DOC 9211791-02 insuring Mylan Laboratories, Inc. that was issued on or about September 28, 2007 by Zurich American Insurance Company, defendant Lisa A. Stanko-Mohen did send an e-mail on or about June 2, 2008 to Dennis J. Krause of Mylan Laboratories, Inc. stating that our records indicate that Check No. 7190 was paid to Zurich Insurance Company's Chicago Accounting Office on October 25, 2007, that they had requested a copy of the cancelled check and had contacted Zurich accounting in Chicago to confirm the application to Mylan Laboratories, Inc.'s account, whereas, in truth and in fact, defendant Lisa A. Stanko-Mohen well knew that Check No. 7190 had not been issued to Zurich Insurance Company's Chicago Accounting Office on October 25, 2007; that they had not requested a copy of the cancelled check, and that they had not contacted Zurich accounting in Chicago to confirm the application to Mylan Laboratories, Inc.'s account;

2. In connection with the payment of the premium due and owing for an insurance policy bearing Policy Number DOC 9211791-02 insuring Mylan Laboratories, Inc. that was issued on or about September 28, 2007 by Zurich American Insurance Company, defendant Lisa A. Stanko-Mohen did send an e-mail on or about June 5, 2008 to Nicholas DeStefano, a Zurich products manager, stating that their CFO released an additional \$741,445.00 to Zurich yesterday, whereas, in truth and in fact, defendant Lisa A. Stanko-Mohen well knew that Arden Financial Services, Inc. did not have a CFO and that an additional \$741,445.00 was not released to Zurich yesterday since the \$741,445.00 in premiums due and owing Zurich had already been stolen by defendants Lisa A. Stanko-Mohen and Brian P. Mohen;

3. In connection with the payment of the premium due and owing for an insurance policy bearing Policy Number DOC 9211791-02 insuring Mylan Laboratories, Inc. that was issued on or about September 28, 2007 by Zurich American Insurance Company, defendant Brian P. Mohen did issue a Check on or about June 5, 2008 in the amount of \$741,445.00 drawn on Arden Financial Services, Inc.'s Free Business Checking Account at Peapack-Gladstone Bank, Account Number 2576392, to Zurich American Insurance Company in payment of the premium due for the said Mylan Laboratories, Inc.'s insurance policy with Zurich American Insurance Company, whereas, in truth and in fact, defendant Brian P. Mohen well knew that there was insufficient funds in the said account and that the said check would not be paid by Peapack-Gladstone Bank;

4. In connection with the payment of the premium due and owing for an insurance policy bearing Policy Number DOC 9211791-02 insuring Mylan Laboratories, Inc. that was issued on or about September 28, 2007 by Zurich American Insurance Company, defendant Lisa A. Stanko-Mohen did tell Nicholas DeStefano, a Zurich products manager, in a telephone conversation on or about June 27, 2008 that the reason that the Check issued on or about June 5, 2008 in the amount of \$741,445.00 drawn on Arden Financial Services, Inc.'s Free Business Checking Account at Peapack-Gladstone Bank, Account Number 2576392, to Zurich American Insurance Company in payment of the premium due for the said Mylan Laboratories, Inc.'s insurance policy with Zurich American Insurance Company was not paid by Peapack-Gladstone Bank was that they had recently switched banks and that there was supposed to be a line a credit in place to prevent this situation but for some reason the line of credit was not executed, whereas, in truth and in fact, defendant Lisa A. Stanko-Mohen well knew that they had not switched banks and that there was not a line of credit in place to pay this Check;

5. In connection with the payment of the premium due and owing for an insurance policy bearing Policy Number NY08DOL604043IV insuring CareGuide, Inc. that was issued on or about December 21, 2008 by Navigators Insurance Company, defendant Brian P. Mohen did send an e-mail on

or about March 12, 2009 to Brad Hillam of Navigators Insurance Company stating that Arden had wire transferred \$71,823.80 from its "x8093 - Premium Trust Account" to Navigators Insurance Company's JP Morgan Chase Bank account on March 12, 2009, whereas, in truth and in fact, defendant Brian P. Mohen well knew that Arden had not wire transferred \$71,823.80 from its "x8093 - Premium Trust Account" to Navigators Insurance Company's JP Morgan Chase Bank account on March 12, 2009 and that on March 12, 2009 there was not sufficient funds in Arden's "x8093 - Premium Trust Account" to effectuate such a wire transfer;

6. In connection with the payment of the premium due and owing for an insurance policy bearing Policy Number NY08DOL604043IV insuring CareGuide, Inc. that was issued on or about December 21, 2008 by Navigators Insurance Company, defendant Lisa A. Stanko-Mohen did send an e-mail on or about March 24, 2009 to Wendy M. Snelling of First Insurance Agency with a letter attached thereto that confirmed that payment had been received by Navigators Insurance Company for CareGuide, Inc.'s Policy No. NY08DOL604043IV and that this payment had been misapplied by Navigators Insurance Company, whereas, in truth and in fact, defendant Lisa A. Stanko-Mohen well knew that this letter was a forgery and that payment had not been made to Navigators Insurance Company for CareGuide, Inc.'s insurance Policy Number NY08DOL604043IV; contrary to the provisions of N.J.S.A. 2C:21-4.6 and N.J.S.A. 2C:2-6, and against the peace of this State, the government and dignity of the same.

COUNT THREE

(Misapplication of Entrusted Property - Second Degree)

Between on or about February 28, 2007 and on or about June 7, 2010, at the Borough of Far Hills, in the County of Somerset, and elsewhere, all within the jurisdiction of this Court,

BRIAN P. MOHEN AND LISA A. STANKO-MOHEN

knowingly did apply or dispose of property in the aggregate amount of \$1,798,880.20 that had been entrusted to Arden Financial Services, Inc., a corporation of the State of New Jersey, as a fiduciary in a manner that they knew to be unlawful and that involved a substantial risk of loss or detriment to the owner of the property or to the person for whose benefit the property was entrusted, that is, the said Brian P. Mohen and Lisa A. Stanko-Mohen, while carrying on fiduciary functions on behalf of Arden Financial Services, Inc., did apply or dispose of money in the aggregate amount of \$1,798,880.20 that was premiums belonging to Zurich American Insurance Company, XL Specialty Insurance Company, Greenwich Insurance Company, Indian Harbor Insurance Company, Great American Insurance Company, Navigators Insurance Company, The Camden Fire Insurance Association, and Catlin Specialty Insurance Company and that were being held in trust by Arden Financial Services, Inc. pursuant to either an agreement with the said insurance companies or pursuant to the laws of the State of New Jersey or both by using said money for unauthorized purposes and in a manner they knew to be in violation of the said agreement or of the laws of the State of New Jersey or of both thereby subjecting the said insurance companies to a substantial risk of loss or detriment, contrary to the provisions of N.J.S.A. 2C:21-15 and N.J.S.A. 2C:2-6, and against the peace of this State, the government, and dignity of the same.

COUNT FOUR

(Theft by Failure to Make Required Disposition of Property Received - Second Degree)

Between on or about February 28, 2007 and on or about June 7, 2010, at the Borough of Far Hills, in the County of Somerset, and elsewhere, all within the jurisdiction of this Court,

BRIAN P. MOHEN AND LISA A. STANKO-MOHEN

knowingly did commit theft by purposely obtaining or retaining property belonging to Zurich American Insurance Company, XL Specialty Insurance Company, Greenwich Insurance Company, Indian Harbor Insurance Company, Great American Insurance Company, Navigators Insurance Company, The Camden

Fire Insurance Association, and Catlin Specialty Insurance Company, that is money in the aggregate amount of \$1,798,880.20, upon agreement or subject to a known legal obligation to make specified payment or other disposition of said property and did deal with said property as their own and did fail to make the required payment or disposition of said property, contrary to the provisions of N.J.S.A. 2C:20-9 and N.J.S.A. 2C:2-6, and against the peace of this State, the government, and dignity of the same.

COUNT FIVE

(Use, Control, or Operation of a Corporation for Furtherance or Promotion of a Criminal Object - Second Degree)

Between on or about February 28, 2007 and on or about June 7, 2010, at the Borough of Far Hills, in the County of Somerset, and elsewhere, all within the jurisdiction of this Court,

BRIAN P. MOHEN AND LISA A. STANKO-MOHEN

purposely or knowingly did use, control, or operate Arden Financial Services, Inc., a corporation of the State of New Jersey, for the furtherance or promotion of the following criminal object(s):

1. Insurance fraud, in violation of N.J.S.A. 2C::21-4.6;
2. Misapplication of entrusted property, in violation of N.J.S.A. 2C:21-15; and
3. Theft by failure to make required disposition of property received, in violation of N.J.S.A. 2C:20-9,

thereby deriving a benefit in the amount of \$1,798,880.20, contrary to the provisions of N.J.S.A. 2C:21-9c and N.J.S.A. 2C:2-6, and against the peace of this State, the government, and dignity of the same.

COUNT SIX

(Misapplication of Entrusted Property - Second Degree)

Between on or about February 28, 2007 and on or about August 11, 2008, at the Borough of Far Hills, in the County of Somerset, and elsewhere, all within the jurisdiction of this Court,

BRIAN P. MOHEN AND LISA A. STANKO-MOHEN

knowingly did apply or dispose of property in the amount of \$1,028,112.00 that had been entrusted to Arden Financial Services, Inc., a corporation of the State of New Jersey, as a fiduciary in a manner that they knew to be unlawful and that involved a substantial risk of loss or detriment to the owner of the property or to the person for whose benefit the property was entrusted, that is, the said Brian P. Mohen and Lisa A. Stanko-Mohen, while carrying on fiduciary functions on behalf of Arden Financial Services, Inc., did apply or dispose of money in the amount of \$1,028,112.00 that was premiums belonging to Zurich American Insurance Company and that were being held in trust by Arden Financial Services, Inc. pursuant to an agreement with the said Zurich American Insurance Company or pursuant to the laws of the State of New Jersey or both by using said money for unauthorized purposes and in a manner they knew to be in violation of the said agreement or of the laws of the State of New Jersey or of both thereby subjecting the said Zurich American Insurance Company to a substantial risk of loss or detriment, contrary to the provisions of N.J.S.A. 2C:21-15 and N.J.S.A. 2C:2-6, and against the peace of this State, the government, and dignity of the same.

COUNT SEVEN

(Theft by Failure to Make Required Disposition of Property Received - Second Degree)

Between on or about February 28, 2007 and on or about August 11, 2008, at the Borough of Far Hills, in the County of Somerset, and elsewhere, all within the jurisdiction of this Court,

BRIAN P. MOHEN AND LISA A. STANKO-MOHEN

knowingly did commit theft by purposely obtaining or retaining property belonging to Zurich American Insurance Company, that is money in an amount of \$1,028,112.00, upon agreement or subject to a known legal obligation to make specified payment or other disposition of said property and did deal with said property as their own and did fail to make the required payment or disposition of said property, contrary to the provisions of N.J.S.A. 2C:20-9 and N.J.S.A. 2C:2-6, and against the peace of this State, the

government, and dignity of the same.

COUNT EIGHT

(Bad Check - Second Degree)

Between on or about June 5, 2008 and on or about July 17, 2008, at the Borough of Far Hills, in the County of Somerset, and elsewhere, all within the jurisdiction of this Court,

BRIAN P. MOHEN

did issue or pass a check in the amount of \$75,000.00 or more knowing it would not be honored by the drawee, that is, the said Brian P. Mohen did issue Check Number 7411 in the amount of \$741,445.00 drawn on Account Number 2576392 in the name of Arden Financial Services, Inc. at the Peapack-Gladstone Bank located in Gladstone, New Jersey, knowing that the said Bank would not honor the said check, contrary to the provisions of N.J.S.A. 2C:21-5, and against the peace of this State, the government, and dignity of the same.

COUNT NINE

(Misapplication of Entrusted Property - Second Degree)

Between on or about October 3, 2008 and on or about January 4, 2009, at the Borough of Far Hills, in the County of Somerset, and elsewhere, all within the jurisdiction of this Court,

BRIAN P. MOHEN AND LISA A. STANKO-MOHEN

knowingly did apply or dispose of property in the amount of \$89,250.00 that had been entrusted to Arden Financial Services, Inc., a corporation of the State of New Jersey, as a fiduciary in a manner that they knew to be unlawful and that involved a substantial risk of loss or detriment to the owner of the property or to the person for whose benefit the property was entrusted, that is, the said Brian P. Mohen and Lisa A. Stanko-Mohen, while carrying on fiduciary functions on behalf of Arden Financial Services, Inc., did apply or dispose of money in the amount of \$89,250.00 that was premiums belonging to XL Specialty Insurance Company and that were being held in trust by Arden Financial Services, Inc. pursuant to an

agreement with the said XL Specialty Insurance Company or pursuant to the laws of the State of New Jersey or both by using said money for unauthorized purposes and in a manner they knew to be in violation of the said agreement or of the laws of the State of New Jersey or of both thereby subjecting the said XL Specialty Insurance Company to a substantial risk of loss or detriment, contrary to the provisions of N.J.S.A. 2C:21-15 and N.J.S.A. 2C:2-6, and against the peace of this State, the government, and dignity of the same.

COUNT TEN

**(Theft by Failure to Make Required Disposition
of Property Received - Second Degree)**

Between on or about October 3, 2008 and on or about January 4, 2009, at the Borough of Far Hills, in the County of Somerset, and elsewhere, all within the jurisdiction of this Court,

BRIAN P. MOHEN AND LISA A. STANKO-MOHEN

knowingly did commit theft by purposely obtaining or retaining property belonging to XL Specialty Insurance Company, that is money in an amount of \$89,250.00, upon agreement or subject to a known legal obligation to make specified payment or other disposition of said property and did deal with said property as their own and did fail to make the required payment or disposition of said property, contrary to the provisions of N.J.S.A. 2C:20-9 and N.J.S.A. 2C:2-6, and against the peace of this State, the government, and dignity of the same.

COUNT ELEVEN

(Misapplication of Entrusted Property - Third Degree)

Between on or about June 20, 2008 and on or about October 13, 2008, at the Borough of Far Hills, in the County of Somerset, and elsewhere, all within the jurisdiction of this Court,

BRIAN P. MOHEN AND LISA A. STANKO-MOHEN

knowingly did apply or dispose of property in the amount of \$4,200.00 that had been entrusted to Arden

Financial Services, Inc., a corporation of the State of New Jersey, as a fiduciary in a manner that they knew to be unlawful and that involved a substantial risk of loss or detriment to the owner of the property or to the person for whose benefit the property was entrusted, that is, the said Brian P. Mohen and Lisa A. Stanko-Mohen, while carrying on fiduciary functions on behalf of Arden Financial Services, Inc., did apply or dispose of money in the amount of \$4,200.00 that was premiums belonging to Greenwich Insurance Company and that were being held in trust by Arden Financial Services, Inc. pursuant to an agreement with the said Greenwich Insurance Company or pursuant to the laws of the State of New Jersey or both by using said money for unauthorized purposes and in a manner they knew to be in violation of the said agreement or of the laws of the State of New Jersey or of both thereby subjecting the said Greenwich Insurance Company to a substantial risk of loss or detriment, contrary to the provisions of N.J.S.A. 2C:21-15 and N.J.S.A. 2C:2-6, and against the peace of this State, the government, and dignity of the same.

COUNT TWELVE

(Theft by Failure to Make Required Disposition of Property Received - Third Degree)

Between on or about June 20, 2008 and on or about October 13, 2008, at the Borough of Far Hills, in the County of Somerset, and elsewhere, all within the jurisdiction of this Court,

BRIAN P. MOHEN AND LISA A. STANKO-MOHEN

knowingly did commit theft by purposely obtaining or retaining property belonging to Greenwich Insurance Company, that is money in an amount of \$4,200.00, upon agreement or subject to a known legal obligation to make specified payment or other disposition of said property and did deal with said property as their own and did fail to make the required payment or disposition of said property, contrary to the provisions of N.J.S.A. 2C:20-9 and N.J.S.A. 2C:2-6, and against the peace of this State, the government, and dignity of the same.

COUNT THIRTEEN

(Misapplication of Entrusted Property - Second Degree)

Between on or about July 3, 2008 and on or about June 11, 2009, at the Borough of Far Hills, in the County of Somerset, and elsewhere, all within the jurisdiction of this Court,

BRIAN P. MOHEN AND LISA A. STANKO-MOHEN

knowingly did apply or dispose of property in the amount of \$300,900.00 that had been entrusted to Arden Financial Services, Inc., a corporation of the State of New Jersey, as a fiduciary in a manner that they knew to be unlawful and that involved a substantial risk of loss or detriment to the owner of the property or to the person for whose benefit the property was entrusted, that is, the said Brian P. Mohen and Lisa A. Stanko-Mohen, while carrying on fiduciary functions on behalf of Arden Financial Services, Inc., did apply or dispose of money in the amount of \$300,900.00 that was premiums belonging to Indian Harbor Insurance Company and that were being held in trust by Arden Financial Services, Inc. pursuant to an agreement with the said Indian Harbor Insurance Company or pursuant to the laws of the State of New Jersey or both by using said money for unauthorized purposes and in a manner they knew to be in violation of the said agreement or of the laws of the State of New Jersey or of both thereby subjecting the said Indian Harbor Insurance Company to a substantial risk of loss or detriment, contrary to the provisions of N.J.S.A. 2C:21-15 and N.J.S.A. 2C:2-6, and against the peace of this State, the government, and dignity of the same.

COUNT FOURTEEN

**(Theft by Failure to Make Required Disposition
of Property Received - Second Degree)**

Between on or about July 3, 2008 and on or about June 11, 2009, at the Borough of Far Hills, in the County of Somerset, and elsewhere, all within the jurisdiction of this Court,

BRIAN P. MOHEN AND LISA A. STANKO-MOHEN

knowingly did commit theft by purposely obtaining or retaining property belonging to Indian Harbor Insurance Company, that is money in an amount of \$300,900.00, upon agreement or subject to a known legal obligation to make specified payment or other disposition of said property and did deal with said property as their own and did fail to make the required payment or disposition of said property, contrary to the provisions of N.J.S.A. 2C:20-9 and N.J.S.A. 2C:2-6, and against the peace of this State, the government, and dignity of the same.

COUNT FIFTEEN

(Misapplication of Entrusted Property - Second Degree)

Between on or about October 1, 2008 and on or about June 7, 2010, at the Borough of Far Hills, in the County of Somerset, and elsewhere, all within the jurisdiction of this Court,

BRIAN P. MOHEN AND LISA A. STANKO-MOHEN

knowingly did apply or dispose of property in the amount of \$128,694.40 that had been entrusted to Arden Financial Services, Inc., a corporation of the State of New Jersey, as a fiduciary in a manner that they knew to be unlawful and that involved a substantial risk of loss or detriment to the owner of the property or to the person for whose benefit the property was entrusted, that is, the said Brian P. Mohen and Lisa A. Stanko-Mohen, while carrying on fiduciary functions on behalf of Arden Financial Services, Inc., did apply or dispose of money in the amount of \$128,694.40 that was premiums belonging to Great American Insurance Company and that were being held in trust by Arden Financial Services, Inc. pursuant to an agreement with the said Great American Insurance Company or pursuant to the laws of the State of New Jersey or both by using said money for unauthorized purposes and in a manner they knew to be in violation of the said agreement or of the laws of the State of New Jersey or of both thereby subjecting the said Great American Insurance Company to a substantial risk of loss or detriment, contrary to the provisions of N.J.S.A. 2C:21-15 and N.J.S.A. 2C:2-6, and against the peace of this State, the government, and dignity of the same.

COUNT SIXTEEN

**(Theft by Failure to Make Required Disposition
of Property Received - Second Degree)**

Between on or about October 1, 2008 and on or about June 7, 2010, at the Borough of Far Hills,
in the County of Somerset, and elsewhere, all within the jurisdiction of this Court,

BRIAN P. MOHEN AND LISA A. STANKO-MOHEN

knowingly did commit theft by purposely obtaining or retaining property belonging to Great American Insurance Company, that is money in an amount of \$128,694.40, upon agreement or subject to a known legal obligation to make specified payment or other disposition of said property and did deal with said property as their own and did fail to make the required payment or disposition of said property, contrary to the provisions of N.J.S.A. 2C:20-9 and N.J.S.A. 2C:2-6, and against the peace of this State, the government, and dignity of the same.

COUNT SEVENTEEN

(Misapplication of Entrusted Property - Third Degree)

Between on or about December 1, 2008 and on or about April 1, 2009, at the Borough of Far Hills, in the County of Somerset, and elsewhere, all within the jurisdiction of this Court,

BRIAN P. MOHEN AND LISA A. STANKO-MOHEN

knowingly did apply or dispose of property in the amount of \$71,823.80 that had been entrusted to Arden Financial Services, Inc., a corporation of the State of New Jersey, as a fiduciary in a manner that they knew to be unlawful and that involved a substantial risk of loss or detriment to the owner of the property or to the person for whose benefit the property was entrusted, that is, the said Brian P. Mohen and Lisa A. Stanko-Mohen, while carrying on fiduciary functions on behalf of Arden Financial Services, Inc., did apply or dispose of money in the amount of \$71,823.80 that was premiums belonging to Navigators Insurance Company and that were being held in trust by Arden Financial Services, Inc. pursuant to an

agreement with the said Navigators Insurance Company or pursuant to the laws of the State of New Jersey or both by using said money for unauthorized purposes and in a manner they knew to be in violation of the said agreement or of the laws of the State of New Jersey or of both thereby subjecting the said Navigators Insurance Company to a substantial risk of loss or detriment, contrary to the provisions of N.J.S.A. 2C:21-15 and N.J.S.A. 2C:2-6, and against the peace of this State, the government, and dignity of the same.

COUNT EIGHTEEN

**(Theft by Failure to Make Required Disposition
of Property Received - Third Degree)**

Between on or about December 1, 2008 and on or about April 1, 2009, at the Borough of Far Hills, in the County of Somerset, and elsewhere, all within the jurisdiction of this Court,

BRIAN P. MOHEN AND LISA A. STANKO-MOHEN

knowingly did commit theft by purposely obtaining or retaining property belonging to Navigators Insurance Company, that is money in an amount of \$71,823.80, upon agreement or subject to a known legal obligation to make specified payment or other disposition of said property and did deal with said property as their own and did fail to make the required payment or disposition of said property, contrary to the provisions of N.J.S.A. 2C:20-9 and N.J.S.A. 2C:2-6, and against the peace of this State, the government, and dignity of the same.

COUNT NINETEEN

(Forgery - Fourth Degree)

On or about March 24, 2009, at the Borough of Far Hills, in the County of Somerset, and elsewhere, all within the jurisdiction of this Court,

LISA A. STANKO-MOHEN

with the purpose to defraud or injure Navigators Insurance Company or with knowledge that she was

facilitating a fraud or injury to be perpetrated by another on Navigators Insurance Company did make or issue a writing so that it purported to be a copy of an original writing when no such original writing existed; that is, the said Lisa A. Stanko-Mohen did make or issue a copy of a letter, dated March 24, 2009, from Richard Berghaus to Lisa A. Stanko-Mohen regarding CareGuide, Inc.'s Policy No. NY08DOL604043IV so that it purported to be a copy of an original said letter when no such original said letter existed with the purpose to defraud or injure Navigators Insurance Company or with knowledge that she was facilitating a fraud or injury to be perpetrated by another on Navigators Insurance Company; contrary to the provisions of N.J.S.A. 2C:21-1a(2), and against the peace of this State, the government, and dignity of the same.

COUNT TWENTY

(Misapplication of Entrusted Property - Third Degree)

Between on or about October 20, 2008 and on or about February 6, 2009, at the Borough of Far Hills, in the County of Somerset, and elsewhere, all within the jurisdiction of this Court,

BRIAN P. MOHEN AND LISA A. STANKO-MOHEN

knowingly did apply or dispose of property in the amount of \$52,650.00 that had been entrusted to Arden Financial Services, Inc., a corporation of the State of New Jersey, as a fiduciary in a manner that they knew to be unlawful and that involved a substantial risk of loss or detriment to the owner of the property or to the person for whose benefit the property was entrusted, that is, the said Brian P. Mohen and Lisa A. Stanko-Mohen, while carrying on fiduciary functions on behalf of Arden Financial Services, Inc., did apply or dispose of money in the amount of \$52,650.00 that was premiums belonging to The Camden Fire Insurance Association and that were being held in trust by Arden Financial Services, Inc. pursuant to an agreement with the said The Camden Fire Insurance Association or pursuant to the laws of the State of New Jersey or both by using said money for unauthorized purposes and in a manner they knew to be in violation of the said agreement or of the laws of the State of New Jersey or of both thereby subjecting the

said The Camden Fire Insurance Association to a substantial risk of loss or detriment, contrary to the provisions of N.J.S.A. 2C:21-15 and N.J.S.A. 2C:2-6, and against the peace of this State, the government, and dignity of the same.

COUNT TWENTY-ONE

**(Theft by Failure to Make Required Disposition
of Property Received - Third Degree)**

Between on or about October 20, 2008 and on or about February 6, 2009, at the Borough of Far Hills, in the County of Somerset, and elsewhere, all within the jurisdiction of this Court,

BRIAN P. MOHEN AND LISA A. STANKO-MOHEN

knowingly did commit theft by purposely obtaining or retaining property belonging to The Camden Fire Insurance Association, that is money in an amount of \$52,650.00, upon agreement or subject to a known legal obligation to make specified payment or other disposition of said property and did deal with said property as their own and did fail to make the required payment or disposition of said property, contrary to the provisions of N.J.S.A. 2C:20-9 and N.J.S.A. 2C:2-6, and against the peace of this State, the government, and dignity of the same.

COUNT TWENTY-TWO

(Misapplication of Entrusted Property - Second Degree)

Between on or about November 20, 2009 and on or about March 8, 2010, at the Borough of Far Hills, in the County of Somerset, and elsewhere, all within the jurisdiction of this Court,

BRIAN P. MOHEN AND LISA A. STANKO-MOHEN

knowingly did apply or dispose of property in the amount of \$123,250.00 that had been entrusted to Arden Financial Services, Inc., a corporation of the State of New Jersey, as a fiduciary in a manner that they knew to be unlawful and that involved a substantial risk of loss or detriment to the owner of the property or to the person for whose benefit the property was entrusted, that is, the said Brian P. Mohen

and Lisa A. Stanko-Mohen, while carrying on fiduciary functions on behalf of Arden Financial Services, Inc., did apply or dispose of money in the amount of \$123,250.00 that was premiums belonging to Catlin Specialty Insurance Company and that were being held in trust by Arden Financial Services, Inc. pursuant to an agreement with the said Catlin Specialty Insurance Company or pursuant to the laws of the State of New Jersey or both by using said money for unauthorized purposes and in a manner they knew to be in violation of the said agreement or of the laws of the State of New Jersey or of both thereby subjecting the said Catlin Specialty Insurance Company to a substantial risk of loss or detriment, contrary to the provisions of N.J.S.A. 2C:21-15 and N.J.S.A. 2C:2-6, and against the peace of this State, the government, and dignity of the same.

COUNT TWENTY-THREE

**(Theft by Failure to Make Required Disposition
of Property Received - Second Degree)**

Between on or about November 20, 2009 and on or about March 8, 2010, at the Borough of Far Hills, in the County of Somerset, and elsewhere, all within the jurisdiction of this Court,

BRIAN P. MOHEN AND LISA A. STANKO-MOHEN

knowingly did commit theft by purposely obtaining or retaining property belonging to Catlin Specialty Insurance Company, that is money in an amount of \$123,250.00, upon agreement or subject to a known legal obligation to make specified payment or other disposition of said property and did deal with said property as their own and did fail to make the required payment or disposition of said property, contrary to the provisions of N.J.S.A. 2C:20-9 and N.J.S.A. 2C:2-6, and against the peace of this State, the government, and dignity of the same.

COUNT TWENTY-FOUR

(Failure to File Income Tax Return - Third Degree)

On or about April 15, 2009, at the Borough of Far Hills, in the County of Somerset, in the City of Trenton, County of Mercer; and elsewhere, all within the jurisdiction of this Court,

BRIAN P. MOHEN AND LISA A. STANKO-MOHEN

did fail to file a return or report required by the provisions of any State tax law with the intent to defraud the State or to evade, avoid, or otherwise not make timely payment of tax, fee, penalty, interest, or any part thereof due pursuant to the provisions of the State Uniform State Tax Procedure Law, N.J.S.A. 54A:8-1, et seq., that is, the said Brian P. Mohen and Lisa A. Stanko-Mohen did fail to file a gross income tax return, FORM NJ-1040, required to be filed pursuant to the provisions of N.J.S.A. 54A:8-1, with the intent to defraud or to evade payment or any part thereof of New Jersey gross income tax for the tax year ending 2008 to the Director of the Division of Taxation in the Department of the Treasury of the State of New Jersey, contrary to the provisions of N.J.S.A. 54:52-8, and against the peace of this State, the government, and dignity of the same.

COUNT TWENTY-FIVE

(Failure to Pay Taxes - Third Degree)

On or about April 15, 2009, at the Borough of Far Hills, in the County of Somerset, in the City of Trenton, County of Mercer; and elsewhere, all within the jurisdiction of this Court,

BRIAN P. MOHEN AND LISA A. STANKO-MOHEN

did fail to pay or to turn over when due any tax, fee, penalty, interest, or any part thereof required to be paid pursuant to the provisions of any State tax law, with the intent to evade, avoid or otherwise not make timely payment or deposit of any tax, fee, penalty, interest, or any part thereof; that is, the said Brian P. Mohen and Lisa A. Stanko-Mohen did fail to make timely payment of and to turn over approximately \$49,911.50 in New Jersey gross income tax due for the tax year ending 2008 to the Director of the

Division of Taxation in the Department of the Treasury of the State of New Jersey, with the intent to evade, avoid or otherwise not make timely payment of said gross income tax, contrary to the provisions of N.J.S.A. 54:52-9, and against the peace of this State, the government, and dignity of the same.

COUNT TWENTY-SIX

(Failure to File Income Tax Return - Third Degree)

On or about April 15, 2010, at the Borough of Far Hills, in the County of Somerset, in the City of Trenton, County of Mercer; and elsewhere, all within the jurisdiction of this Court,

BRIAN P. MOHEN AND LISA A. STANKO-MOHEN

did fail to file a return or report required by the provisions of any State tax law with the intent to defraud the State or to evade, avoid, or otherwise not make timely payment of tax, fee, penalty, interest, or any part thereof due pursuant to the provisions of the State Uniform State Tax Procedure Law, N.J.S.A. 54A:8-1, et seq., that is, the said Brian P. Mohen and Lisa A. Stanko-Mohen did fail to file a gross income tax return, FORM NJ-1040, required to be filed pursuant to the provisions of N.J.S.A. 54A:8-1, with the intent to defraud or to evade payment or any part thereof of New Jersey gross income tax for the tax year ending 2009 to the Director of the Division of Taxation in the Department of the Treasury of the State of New Jersey, contrary to the provisions of N.J.S.A. 54:52-8, and against the peace of this State, the government, and dignity of the same.

COUNT TWENTY-SEVEN

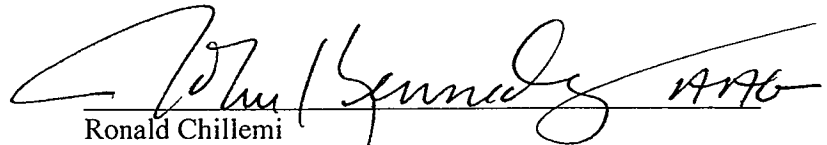
(Failure to Pay Taxes - Third Degree)

On or about April 15, 2010, at the Borough of Far Hills, in the County of Somerset, in the City of Trenton, County of Mercer; and elsewhere, all within the jurisdiction of this Court,

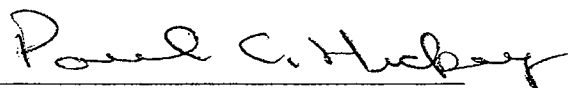
BRIAN P. MOHEN AND LISA A. STANKO-MOHEN

did fail to pay or to turn over when due any tax, fee, penalty, interest, or any part thereof required to be paid pursuant to the provisions of any State tax law, with the intent to evade, avoid or otherwise not make

timely payment or deposit of any tax, fee, penalty, interest, or any part thereof; that is, the said Brian P. Mohen and Lisa A. Stanko-Mohen did fail to make timely payment of and to turn over approximately \$21,969.68 in New Jersey gross income tax due for the tax year ending 2009 to the Director of the Division of Taxation in the Department of the Treasury of the State of New Jersey, with the intent to evade, avoid or otherwise not make timely payment of said gross income tax, contrary to the provisions of N.J.S.A. 54:52-9, and against the peace of this State, the government, and dignity of the same.


Ronald Chillemi
Acting Insurance Fraud Prosecutor
Division of Criminal Justice

A TRUE BILL:


Deputy Foreperson

Dated: 12/10/2012

FILED

DEC 10 2012

State Grand Jury Judge

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION - CRIMINAL

State Grand Jury

Number SGJ631-12-1

Superior Court

Docket Number 12-12-00214-S

STATE OF NEW JERSEY)

v.)

ORDER OF VENUE

BRIAN P. MOHEN)

and)

LISA A. STANKO-MOHEN)

An Indictment having been returned to this Court by the State Grand Jury in the above captioned matter,

IT IS ORDERED on this 10th day of December, 2012, pursuant to paragraph 8 of the State Grand Jury Act, that the County of Somerset be and hereby is designated as the County of venue for the purpose of trial.

IT IS FURTHER ORDERED that the Clerk of the Superior Court shall transmit forthwith the Indictment in this matter and a certified copy of this Order to the Criminal Division Manager of the County of Somerset for filing.

Mary C. Jacobson, A.J.S.C.
Mary C. Jacobson, A.J.S.C.