

FILED

MAR 20 2012

State Grand Jury Judge

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION - CRIMINAL

State Grand Jury

Number SGJ617-12-6

Superior Court

Docket Number 12-03-00064-S

STATE OF NEW JERSEY)

v.)

MOUSTAPHA LO)

)
)
)
)

INDICTMENT

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

COUNT ONE

(INSURANCE FRAUD - SECOND DEGREE)

MOUSTAPHA LO

between on or about October 31, 2007 through on or about January 28, 2008, in the Township of Newton, in the County of Sussex, elsewhere, and within the jurisdiction of this Court, did knowingly commit Insurance Fraud, in that said MOUSTAPHA LO, 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 five or more material facts from any record, bill, claim or other document, in writing, electronically, orally or in any other form, which the said MOUSTAPHA LO, did attempt to submit, submit, cause to be submitted, or did attempt to cause to be submitted as part of, in support of, or in opposition to, or in connection with a claim

for payment, reimbursement or other benefit pursuant to an insurance policy, or a payment to be made in accordance with the terms of an insurance policy, and the aggregate pecuniary value obtained or sought to be obtained was at least \$1,000, that is, the said MOUSTAPHA LO, knowingly made or caused 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 five or more materials facts in the initial policy applications and in at least five separate insurance policy change request forms for commercial automobile insurance by providing false information to customer service representatives of Progressive/National Continental Insurance Company for policies CNJ-000-7080-832-7 and CNJ-000-7095-567-8, as part of, in support of or in connection with five or more endorsements of commercial automobile insurance policies, and did obtain lower premium rate payments to which he was not entitled, contrary to the provisions of N.J.S.A. 2C:21-4.6, and against the peace of this State, the government and dignity of the same.

COUNT TWO

(THEFT BY DECEPTION - THIRD DEGREE)

MOUSTAPHA LO

Between on or about October 31, 2007 through March 18, 2010, in the Township of Newton, in the County of Sussex, elsewhere, and within the jurisdiction of this Court, did purposely obtain or attempt to obtain the property of another in excess of \$500 by deception, that is the said MOUSTAPHA LO, purposely attempted to obtain monies in the approximate amount of \$17,537.00 from Amedou Ndiaye by creating or reinforcing the false impression that monthly cash payments paid to Futa Transportation Incorporated were forwarded to Allstate New Jersey Insurance Company as insurance payments for Amedou Ndiaye's 2000 Lincoln Town Car.

WHEREAS, IN TRUTH AND IN FACT, as the said MOUSTAPHA LO well knew, he did not forward Amedou Ndiaye's monthly cash payments to Allstate New Jersey Insurance Company, allowed Amedou Ndiaye's automobile insurance policy to lapse for non-payment and kept the cash payments for himself and therefore he was not entitled the amount of monies obtained, contrary to the provisions of N.J.S.A. 2C:20-4, and against the peace of this State, the government and dignity of the same.

COUNT THREE

(THEFT BY DECEPTION - THIRD DEGREE)

MOUSTAPHA LO

Between on or about October 31, 2007 through March 18, 2010, in the Township of Newton, in the County of Sussex, elsewhere, and within the jurisdiction of this Court, did purposely obtain or attempt to obtain the property of another in excess of \$500 by deception, that is the said MOUSTAPHA LO, purposely attempted to obtain monies in the approximate amount of \$16,300.00 from Joe Quarco by creating or reinforcing the false impression that monthly cash payments paid to Safe & Fare Transportation Incorporated were forwarded to National Continental Insurance Company as insurance payments for Joe Quarco's 1999 Toyota Sienna.

WHEREAS, IN TRUTH AND IN FACT, as the said MOUSTAPHA LO well knew, he did not forward Joe Quarco's monthly cash payments to National Continental Insurance Company, allowed Joe Quarco's automobile insurance policy to lapse for non-payment and kept the cash payments for himself and therefore he was not entitled the amount of monies obtained, contrary to the provisions of N.J.S.A. 2C:20-4, and against the peace of this State, the government and dignity of the same.

COUNT FOUR

(THEFT BY DECEPTION - THIRD DEGREE)

MOUSTAPHA LO

Between on or about October 31, 2007 through March 18, 2010, in the Township of Newton, in the County of Sussex, elsewhere, and within the jurisdiction of this Court, did purposely obtain or attempt to obtain the property of another in excess of \$500 by deception, that is the said MOUSTAPHA LO, purposely attempted to obtain monies in the approximate amount of \$14,400.00 from Augustine Martinez by creating or reinforcing the false impression that monthly cash payments paid to Safe & Fare Transportation Incorporated were forwarded to Lincoln General Insurance Company as insurance payments for Augustine Martinez 1997 Astro Chevy.

WHEREAS, IN TRUTH AND IN FACT, as the said MOUSTAPHA LO well knew, he did not forward Augustine Martinez's monthly cash payments to Lincoln General Insurance Company, allowed Augustine Martinez's automobile insurance policy to lapse for non-payment and kept the cash payments for himself and therefore he was not entitled the amount of monies obtained, contrary to the provisions of N.J.S.A. 2C:20-4, and against the peace of this State, the government and dignity of the same.

COUNT FIVE

(THEFT BY FAILURE TO MAKE REQUIRED DISPOSITION OF PROPERTY
RECEIVED - THIRD DEGREE)

MOUSTAPHA LO

Between on or about October 31, 2007 through March 18, 2010, in the Township of Newton, in the County of Sussex, elsewhere, and within the jurisdiction of this Court, purposely did obtain or retain property having a value exceeding \$500.00 but less than \$75,000.00 upon agreement or subject to a known legal obligation to make specified payment or other disposition and did fail to make the required payment or disposition, that is, the said MOUSTAPHA LO purposely did obtain or retain money in the approximate value of \$17,537.00, in monthly insurance premiums from Amedou Ndiaye, on agreement and subject to a known legal obligation to pay monthly insurance premiums to Allstate New Jersey Insurance Company, and did deal with the money as MOUSTAPHA LO'S own, and did fail to make the required payment or disposition of said monthly insurance premiums, contrary to the provisions of N.J.S.A. 2C-20-9, and against the peace of this State, the government and dignity of the same.

COUNT SIX

(THEFT BY FAILURE TO MAKE REQUIRED DISPOSITION OF PROPERTY
RECEIVED - THIRD DEGREE)

MOUSTAPHA LO

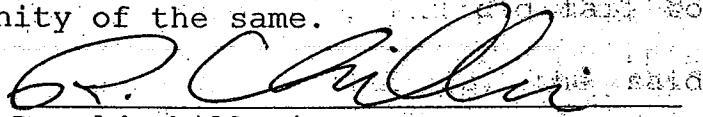
Between on or about October 31, 2007 through March 18, 2010, in the Township of Newton, in the County of Sussex, elsewhere, and within the jurisdiction of this Court, purposely did obtain or retain property having a value exceeding \$500.00 but less than \$75,000.00 upon agreement or subject to a known legal obligation to make specified payment or other disposition and did fail to make the required payment or disposition, that is, the said MOUSTAPHA LO purposely did obtain or retain money in the approximate value of \$16,300.00, in monthly insurance premiums from Joe Quarco, on agreement and subject to a known legal obligation to pay monthly insurance premiums to National Continental Insurance Company, and did deal with the money as MOUSTAPHA LO'S own, and did fail to make the required payment or disposition of said monthly insurance premiums, contrary to the provisions of N.J.S.A. 2C-20-9, and against the peace of this State, the government and dignity of the same.

COUNT SEVEN

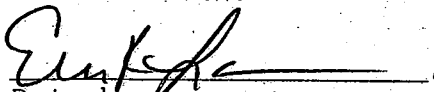
(THEFT BY FAILURE TO MAKE REQUIRED DISPOSITION OF PROPERTY RECEIVED - THIRD DEGREE)

MOUSTAPHA LO

Between on or about October 31, 2007 through March 18, 2010, in the Township of Newton, in the County of Sussex, elsewhere, and within the jurisdiction of this Court, purposely did obtain or retain property having a value exceeding \$500.00 but less than \$75,000.00 upon agreement or subject to a known legal obligation to make specified payment or other disposition and did fail to make the required payment or disposition, that is, the said MOUSTAPHA LO purposely did obtain or retain money in the approximate value of \$14,400.00, in monthly insurance premiums from Augustine Martinez, on agreement and subject to a known legal obligation to pay monthly insurance premiums to Lincoln General Insurance Company, and did deal with the money as MOUSTAPHA LO'S own, and did fail to make the required payment or disposition of said monthly insurance premiums, contrary to the provisions of N.J.S.A. 2C-20-9, 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:

, Foreperson
Dated: 3/20/12

FILED

MAR 20 2012

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION - CRIMINAL

State Grand Jury Judge

State Grand Jury

Number SGJ617-12-6

Superior Court

Docket Number

12-03-00064-S

STATE OF NEW JERSEY)

v.)

MOUSTAPHA LO)

ORDER OF VENUE

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

IT IS ORDERED on this *20th* day of *March*, 2012, pursuant to paragraph 8 of the State Grand Jury Act, that the County of Sussex 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 Sussex for filing.

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