

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA : Hon. Jose L. Linares
v. : Crim. No. 07-869(JLL)
BENNY RAMOS : 18 U.S.C. § 666(a)(1)(B)
& § 2

S U P E R S E D I N G I N F O R M A T I O N

The defendant having waived in open court prosecution by Indictment, the United States Attorney for the District of New Jersey charges:

CITY OF PATERSON

1. At all times relevant to this Information, the City of Paterson, New Jersey, was a local government that received benefits in excess of \$10,000 under a federal program involving federal assistance during the relevant one-year periods.

THE DEFENDANT AND COOPERATING WITNESS

2. At all times relevant to this Information:
(a) Defendant BENNY RAMOS was an employee of the City of Paterson. For part of that time, defendant RAMOS was the Deputy Director of the City of Paterson Section 8 Program in Paterson, New Jersey. As the Section 8 Deputy Director, defendant RAMOS was responsible for overseeing the approval of properties and tenants for the receipt of Section 8 benefits and the receipt of such benefits from the U.S. Office of Housing and

Urban Development ("HUD").

(b) A cooperating witness ("CW") was purportedly engaged in a real estate business. CW's business involved helping buyers inside and outside of New Jersey purchase various residential properties in Paterson as "investments" for the buyers. In order to purchase the properties, CW and others assisted the buyers in applying for loans from mortgage lenders located both inside and outside New Jersey. CW then "managed" these properties for the buyers by renting them to tenants.

OFFER OF MONEY TO INFLUENCE AND REWARD

3. From in or about 2004 through in or about February 2006, defendant BENNY RAMOS accepted payments from CW in exchange for the performance of defendant RAMOS' official duties as a City of Paterson employee. Defendant BENNY RAMOS accepted cash and other payments from CW totaling more than \$10,000 but less than \$30,000 for, among other things, helping CW to obtain prompt and trouble-free building inspections and steering Section 8-eligible tenants to CW's properties.

4. On or about January 18, 2006, defendant BENNY RAMOS met with CW in or around Paterson, New Jersey. During that meeting, which was consensually recorded, CW asked defendant RAMOS, "[w]hat do I owe you?" In response, defendant RAMOS replied that CW owed RAMOS payments for "[j]ust December and January," but later corrected himself to indicate that CW also owed defendant RAMOS a payment for "November" of 2005. In response to CW's

queries as to the appropriate amount for the payment, defendant BENNY RAMOS replied that "[y]ou normally give me a thousand a month."

5. On or about January 27, 2006, defendant BENNY RAMOS met with CW in or around Paterson, New Jersey and stated, during a consensually recorded conversation, that CW owed him payments for "[t]hree months." During the conversation, defendant RAMOS accepted a cash payment of \$2,000 for the months of November and December 2005. Defendant RAMOS further indicated that, when the two met the following week, CW would owe defendant RAMOS payments for "two more" months.

6. On or about February 3, 2006, defendant BENNY RAMOS met with CW in or around Paterson, New Jersey and accepted, during a consensually recorded conversation, a payment totaling \$1,000 for the month of January 2006. During this conversation, defendant BENNY RAMOS and CW also discussed two City of Paterson building inspectors who would likely be performing inspections on CW's properties and how CW should proceed if CW needed additional time to complete certain paperwork.

THE CHARGE

7. From in or about 2004 through in or about February 2006, in Passaic County, in the District of New Jersey, and elsewhere, defendant

BENNY RAMOS

knowingly and willfully did corruptly solicit and demand for the

benefit of himself, and accept and agree to accept the cash payments from another set forth below, intending to be influenced and rewarded in connection with a business, transaction, and series of transactions of a local government, involving a thing of value of \$5,000 and more, specifically, payments from CW totaling more than \$10,000 but less than \$30,000.

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

CHRISTOPHER J. CHRISTIE
United States Attorney