
UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA : **CRIMINAL COMPLAINT**

v. :

LEROY ROBINSON : Mag. No. 08-

I, the undersigned complainant, being duly sworn, state that the following is true and correct to the best of my knowledge and belief. From in or about April 2004 to in or about February 2005, in Monmouth County, in the District of New Jersey, and elsewhere, defendant LEROY ROBINSON did:

knowingly and willfully conduct and attempt to conduct a financial transaction involving property represented to be the proceeds of specified unlawful activity, specifically, the extortionate extension of credit, with the intent to conceal and disguise the nature, location, source, ownership, and control of the property believed to be proceeds of specified unlawful activity,

in violation of Title 18, United States Code, Section 1956(a)(3).

I further state that I am a Special Agent with the Federal Bureau of Investigation, and that this complaint is based on the following facts:

SEE ATTACHMENT A

continued on the attached page and made a part hereof.

Donald L. Russ, Special Agent
Federal Bureau of Investigation

Sworn to before me and subscribed in my presence,

January 24, 2008 at Newark, New Jersey

HONORABLE JUDGE CLAIRE C. CECCHI

UNITED STATES MAGISTRATE JUDGE

Signature of Judicial Officer

Attachment A

I, Donald L. Russ, a Special Agent with the Federal Bureau of Investigation (FBI), following an investigation and discussions with other law enforcement officers, am aware of the following facts. Because this Attachment A is submitted for the limited purpose of establishing probable cause, I have not included herein the details of every aspect of this investigation. Nor have I recounted every conversation involving the defendant.

1. At all times relevant to this Complaint, defendant LEROY ROBINSON was employed by the New Jersey Turnpike Authority and was a resident of Maplewood, New Jersey.

2. At all times relevant to this Complaint, Joseph M. Merla, a/k/a "JoJo," was the owner and proprietor of a restaurant and bar located in Keyport, New Jersey (hereinafter "the restaurant.")

3. At all times relevant to this Complaint, a cooperating witness ("CW") held himself out as someone involved in construction and demolition work and illegal loansharking. At all times relevant to this Complaint, two law enforcement officers acting in an undercover capacity ("UC-1" and "UC-2," or collectively the "UCs") held themselves out as employees of CW involved in illegal loansharking on behalf of CW.

4. Between in or about March 2003 and March 2004, CW and Joseph M. Merla met on numerous occasions. During these recorded meetings, Joseph M. Merla expressed an interest in helping CW to "wash" or "clean" money that CW, acting at the direction of the FBI, described to Merla as the proceeds of illegal loansharking activities.

5. On or about April 8, 2004, Joseph M. Merla contacted CW by telephone. During the recorded conversation, Merla expressed an interest in "cashing" a \$25,000 check and that he wanted to "write [CW] out a check for the work that [CW] did."

6. On or about April 13, 2004, CW spoke to defendant LEROY ROBINSON. During the conversation, defendant ROBINSON made arrangements to meet with CW on April 18, 2004 regarding "the thing that JoJo was telling me about."

7. On or about April 18, 2004, defendant LEROY ROBINSON and Joseph M. Merla met with CW and the UCs at the restaurant in Keyport, New Jersey. During the conversation, which was audio and video recorded, defendant ROBINSON agreed to launder \$25,000 in money which UC-1 represented to be the proceeds of loansharking "collections." As part of the arrangement, CW and

the UCs provided defendant ROBINSON with \$25,000 in cash in exchange for which they expected to receive a check in the amount of \$22,500, thereby providing defendant ROBINSON with a 10 percent commission for laundering the funds. In accordance with this arrangement, defendant ROBINSON presented a check made payable to "W.C.G.," a demolition and construction company purportedly owned and operated by CW, in order to disguise the true nature of the funds being laundered. The check contained the notation "Consultant Services" in the memo line, although no such services had been provided by CW or the UCs. However, defendant ROBINSON had mistakenly made out the check in the amount of \$25,000, thus failing to deduct the 10 percent commission fee. Defendant ROBINSON, CW and the UCs thereupon agreed that defendant ROBINSON would deduct the 10 percent fee from this transaction - which amounted to \$2,500 - from the check that he provided for the next laundering transaction he conducted with CW and the UCs. During the discussion, defendant ROBINSON indicated that he wanted to engage in these money laundering transactions every couple of weeks, and UC-1 agreed to regularly hold in abeyance a sum of thirty or thirty-five thousand dollars in "street money" for defendant ROBINSON. Defendant ROBINSON and UC-1 agreed to meet in several days to consummate the next money laundering transaction, with ROBINSON noting that "Thursday, we're on for 50," thus indicating his desire to consummate a \$50,000 money laundering transaction later that week.

8. On or about April 18, 2004, defendant LEROY ROBINSON and Joseph M. Merla met with CW and the UCs at the restaurant in Keyport, New Jersey. During the conversation, which was audio recorded, defendant ROBINSON accepted \$15,000 in cash from UC-1 in exchange for which ROBINSON provided a check in the amount of \$11,000. Defendant ROBINSON made the check payable to "W.C.G.," the same construction and demolition company to which the \$25,000 check had been made payable four days earlier, and explained that he would "put consulting services, um, field protocol," on the check's memo line, even though CW and the UCs had provided no such services for defendant ROBINSON. During the meeting, defendant ROBINSON and UC-1 discussed the fact that this second transaction incorporated the \$2,500 owed ROBINSON for the first \$25,000 transaction as well as the \$1,500 owed to him on the \$15,000 transaction for that day. Defendant ROBINSON also explained that, although he had desired to do a \$50,000 money laundering transaction that day, "I'd be taking too much money out of the company and, uh, I don't need the accountant to ask me 'hey, what - who's W.C.G.?' " Defendant ROBINSON and UC-1 discussed consummating another \$50,000 money laundering transaction in several weeks, and defendant ROBINSON indicated that he was unsure of when he could do the deal because he was

waiting on a closing for another project. UC-1 asked defendant ROBINSON to notify him as soon as possible if ROBINSON would have to delay the deal because "[t]hat's my street money. I got to get it clean . . . I got to go to another way then to get rid of that fifty [thousand]."

9. On or about May 17, 2004, defendant LEROY ROBINSON and Joseph M. Merla met CW, UC-1 and UC-2 at the restaurant in Keyport, New Jersey. During this meeting, which was audio and video recorded, UC-1 provided defendant ROBINSON with \$25,000 in cash in a small bag. In exchange, defendant ROBINSON provided CW with a check in the amount of \$22,500, but CW noticed that the check was incorrectly made out to "W.C.B." rather than "W.C.G." After defendant ROBINSON acknowledged that the error was his fault, UC-1 asked CW whether CW wanted to put the money "back on the street?" After CW agreed to allow defendant ROBINSON to leave with the "25 jelly doughnuts" that evening, ROBINSON agreed to provide a corrected check to UC-1 and UC-2 the following day.

10. On or about May 18, 2004, defendant LEROY ROBINSON met UC-1 and UC-2 outside a restaurant in Lyndhurst, New Jersey. At that time, defendant ROBINSON provided a check made out to "W.C.G." to complete the money laundering transaction from the previous day. The check referred to "consulting services," although no such services had been provided by CW, UC-1 or UC-2. During the conversation, which was audio recorded, UC-1 mentioned that CW and the UCs "got to legitimize our street cash whenever we can." At the conclusion of the conversation, defendant ROBINSON stated that he wished to do another money laundering transaction with the UCs in the near future for \$50,000.

11. On or about August 13, 2004, defendant LEROY ROBINSON met UC-1 and UC-2 in a mall parking lot in Woodbridge, New Jersey. During the ensuing conversation which was audio and video recorded, defendant ROBINSON provided a check in the amount of \$22,500 made payable to "BCFF," another demolition and construction company purportedly owned and operated by CW. In exchange, defendant ROBINSON accepted \$25,000 in cash from the UCs. During the discussion, UC-1 mentioned that he would be involved in "money laundering jobs up north," and inquired whether defendant ROBINSON would be able to assist them in avoiding problems with law enforcement. In response, defendant ROBINSON replied that "[i]f you want protection in the Newark area, I'll take care of it."

12. On or about February 16, 2005, defendant LEROY ROBINSON met UC-1 and UC-2 at a restaurant in Lyndhurst, New Jersey. During the ensuing conversation, which was audio and video

recorded, defendant ROBINSON provided the UCs with a check for \$27,000. The check was made out to "BCFF," one of the demolition and construction companies purportedly owned and operated by CW. Defendant ROBINSON listed a policy number in the memo section to further disguise the true nature of the proceeds involved in the transaction. Upon providing the check to the UCs, defendant ROBINSON asked "[w]here are my munchkins," a code word for the cash involved in the money laundering transactions. In response, UC-1 provided defendant ROBINSON with \$30,000 in cash. Defendant ROBINSON expressed interest in engaging in additional money laundering transactions, and told the UCs that he would let them know within several days when he would be able to engage in future money laundering transactions.