

---

UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY

---

UNITED STATES OF AMERICA : **CRIMINAL COMPLAINT**  
 :  
 v. :  
 :  
 CHARLES AMON, :  
 a/k/a "Shaul Amon" : Mag. No. 09-8126

I, Robert J. Cooke, being duly sworn, state the following is true and correct to the best of my knowledge and belief.

From in or about April 2007 to at least in or about May 2007, in Ocean County, in the District of New Jersey and elsewhere, defendant

CHARLES AMON, a/k/a "Shaul Amon"

did knowingly and willfully conspire with a Lakewood Housing Inspector to obstruct, delay, and affect interstate commerce by extortion under color of official right, by assisting in arranging for corrupt cash payments to be paid by another, with that person's consent, for the Lakewood Housing Inspector's benefit in exchange for the Lakewood Housing Inspector's official assistance.

In violation of Title 18, United States Code, Sections 1951(a) and 2.

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.

---

Robert J. Cooke, Special Agent  
Federal Bureau of Investigation

Sworn to before me and subscribed in my presence,  
July \_\_\_\_, 2009, at Newark, New Jersey

HONORABLE MADELINE COX ARLEO  
UNITED STATES MAGISTRATE JUDGE

---

Signature of Judicial Officer

## Attachment A

I, Robert J. Cooke, am a Special Agent with the Federal Bureau of Investigation ("FBI"). I have personally participated in this investigation and am aware of the facts contained herein, based upon my own investigation, as well as information provided to me by other law enforcement officers. 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 the investigation. Statements attributable to individuals contained in this Attachment are related in substance and in part, except where otherwise indicated. All contacts discussed herein were recorded, except where otherwise indicated.

1. At all times relevant to this complaint, defendant Charles Amon, a/k/a "Shaul Amon," resided in Lakewood, New Jersey and previously worked for the CW identified below, managing properties that the CW owned in and around Lakewood Township.
2. At all times relevant to this complaint:
  - A. There was an individual who served as a Housing Inspector for Lakewood Township in Ocean County, New Jersey (the "Lakewood Inspector"). The Lakewood Inspector was responsible for, among other things, performing inspections and certifying housing units for compliance with pertinent federal, state, and local standards, codes, regulations and procedures. The Lakewood Inspector also was a 2007 candidate for the New Jersey General Assembly's 30th legislative district, which covered parts of Burlington, Monmouth, Mercer, and Ocean Counties.
  - B. There was a cooperating witness (the "CW") who had been charged with bank fraud in a federal criminal complaint in May 2006. Thereafter, for the purposes of this investigation conducted by the FBI, the CW posed as a real estate developer interested in development in several areas of New Jersey, including the Ocean County area. The CW represented that the CW did business in numerous states, including New York and New Jersey, and that the CW paid for goods and services in interstate commerce.
  - C. There was an individual who was a real estate developer based in Ocean County ("OC Developer") who maintained an office in Lakewood Township. OC Developer owned properties and interests in and around Lakewood Township.

- D. There was an individual who was a property manager for the CW in Lakewood Township ("R.N.").
3. On or about April 19, 2007, defendant Charles Amon met with the CW at a restaurant in Lakewood, New Jersey. During this meeting, defendant Charles Amon and the CW discussed a scheme wherein the CW would make corrupt payments to a public official in Lakewood Township in exchange for permitting the CW to illegally utilize a residence in Lakewood as a commercial office. When the CW first raised the subject of using a residentially-zoned dwelling as an office, defendant Charles Amon immediately responded, "like [OC Developer] did?," a reference to OC Developer's illegal use of a residence in Lakewood Township as a commercial office. As the conversation continued, defendant Charles Amon indicated that the Lakewood Inspector would use his official position to assist others in exchange for corrupt payments, and proceeded to detail defendant Charles Amon's own history of corrupt dealings with the Lakewood Inspector.
  4. Defendant Charles Amon advised the CW, "I used to take care of him [meaning pay the Lakewood Inspector] and sometimes he'd go crazy." Defendant Charles Amon explained, "I tried every inspection he failed me . . . so I gave him 50 bucks, 100 bucks, but if I knew I had something that would have failed, I gave him 100." Regarding the prospect of the Lakewood Inspector accepting a corrupt payment directly from the CW, defendant Charles Amon stated that "[the Lakewood Inspector's] gonna be extra, extra precautions with you."
  5. Defendant Charles Amon further recounted for the CW how the Lakewood Inspector accepted corrupt payments from defendant Charles Amon for inspections, with defendant Charles Amon falsely indicating to the Lakewood Inspector that the payment was for a "holiday," when the nearest holiday was at least three months away. Defendant Charles Amon also described for the CW the Lakewood Inspector's method of obtaining corrupt cash payments from him in connection with various inspections. Verifying that the Lakewood Inspector implicitly, rather than explicitly, demanded corrupt payments, the CW asked, "Who, [the Lakewood Inspector], he didn't want to ask you point-blank . . . he was 'shaking you down'?" Defendant Charles Amon replied, "Right."
  6. To illustrate this point, defendant Charles Amon detailed one specific incident of the Lakewood Inspector using his official position to obtain a corrupt cash payment from defendant Charles Amon. Defendant Charles Amon explained

that the Lakewood Inspector failed defendant Charles Amon once on an inspection, after defendant Charles Amon had already paid the Lakewood Inspector, and that the Lakewood Inspector wanted more money. Defendant Charles Amon stated, "he kept saying 'so this issue . . . that issue,' he was like stalling." Defendant Charles Amon further explained defendant Charles Amon's thinking on the occasion, "I paid him a hundred [dollars] for this, I'm not doing it again . . . I'm gonna become a sickness" [meaning defendant Charles Amon was resistant because he thought the Lakewood Inspector would demand multiple cash payments from him for a single inspection in the future]. Defendant Charles Amon then explained, "I didn't say anything . . . I pulled out a 20 [dollars] and [the Lakewood Inspector] took it like an insult." Defendant Charles Amon said that the Lakewood Inspector then had said, "Should I tell [the chief Lakewood Housing Inspector] that you're bribing me?" Reciting his response to the Lakewood Inspector's question, defendant Charles Amon recounted that he had said, "Should I tell [the chief Lakewood Inspector] that you took bribes before?" After that exchange of words, defendant Charles Amon advised the CW that the Lakewood Inspector "passed me" and did not take the \$20 payment from him.

7. At the conclusion of the meeting, defendant Charles Amon advised the CW that defendant Charles Amon personally never paid the Lakewood Inspector more than \$100 in cash in connection with an inspection or a review and that the Lakewood Inspector routinely accepted corrupt cash payments for inspections from members of the Lakewood community. Defendant Charles Amon estimated that the Lakewood Inspector performed approximately 15 to 20 inspections a day and that he accepted corrupt cash payments for "half of them."
8. On or about April 20, 2007, defendant Charles Amon met with the CW in the CW's car. During the meeting, defendant Charles Amon recounted for the CW a meeting that he recently had with the Lakewood Inspector. Defendant Charles Amon indicated that he inadvertently ran into the Lakewood Inspector at a local pharmacy, where the Lakewood Inspector was soliciting campaign contributions for his candidacy for the New Jersey General Assembly. After the Lakewood Inspector asked him for a "donation," defendant Charles Amon asked the Lakewood Inspector how much he wanted, and the Lakewood Inspector responded that many people were contributing approximately \$250. Jokingly referring to his previous corrupt dealings with the Lakewood Inspector, defendant Charles Amon advised the CW that he said to the

Lakewood Inspector, " . . . do you accept cash?" and that the Lakewood Inspector responded by "[giving] me the eyes, like the bribe days." Continuing, defendant Charles Amon told the CW that he said to the Lakewood Inspector, "we go way back, of course I'll give you cash."

9. Defendant Charles Amon went on to tell the CW about a subsequent meeting with the Lakewood Inspector at defendant Charles Amon's office later that day, April 20, 2007. Defendant Charles Amon advised the CW that he discussed with the Lakewood Inspector the CW's desire to utilize a residentially-zoned property as a commercial office. Defendant Charles Amon stated that the Lakewood Inspector expressed his willingness to assist the CW and that the Lakewood Inspector would discuss it with defendant Charles Amon and the CW over lunch. Drawing on defendant Charles Amon's previous corrupt dealings with the Lakewood Inspector, defendant Charles Amon explained that the Lakewood Inspector's asking "why don't we do lunch" was "[the Lakewood Inspector's] famous bribe line." Defendant Charles Amon also advised the CW that the Lakewood Inspector would be "expecting two-fifty to five-hundred," meaning a \$250 to \$500 corrupt cash payment. Of the Lakewood Inspector, defendant Charles Amon stated, "He's ready. He knows what it's about" and stated that the Lakewood Inspector asked that they bring a list of proposed properties to the meeting and that the Lakewood Inspector said he would bring his own.
  
10. On or about April 24, 2007, defendant Charles Amon and the Lakewood Inspector met with the CW at a restaurant in Lakewood. During the meeting, defendant Charles Amon, the Lakewood Inspector and the CW discussed the subject of the CW utilizing a residential property as a commercial office. Referencing OC Developer's illegal use, the Lakewood Inspector stated, "problem it is . . . you need to do it in an area where you're not . . . like, for example, where [OC OC Individual 3] is, nobody knows about, nobody bothers him." Further counseling the CW on where illegally to establish an office, the Lakewood Inspector advised the CW that "if it's a corner lot [in a residential area], you might be able to get away with it." After showing the CW a Lakewood Township file containing the CW's properties, the Lakewood Inspector instructed the CW on how best to perpetrate this scheme, stating "so my recommendation is this . . . if you decide on one [meaning house to use as commercial office], we [meaning the Lakewood Inspector and the CW] go in there with a regular C.O. [meaning certificate

of occupancy], except . . . say you're going to rent it out." To further avoid detection, the Lakewood Inspector recommended that, in illegally converting the home to a commercial office, the CW not make changes that would be "too dramatic."

11. Toward the end of the conversation, the Lakewood Inspector met with the CW in the unoccupied women's bathroom at the restaurant and accepted a \$500 cash payment from the CW. The CW stated, "this is for the holiday coming, you know, whatever . . . did you know, that's just to start. It's \$500, but you can count on me for whatever it is, don't worry." The Lakewood Inspector stated that the payment was not necessary, but he kept the payment and said, "I do what I gotta do. . . ." Referencing the Lakewood Inspector's corrupt dealings with defendant Charles Amon and others, the CW replied, "your reputation supersedes [sic] you. You don't gotta say anything. Don't worry about it." When the CW asked the Lakewood Inspector about meeting at night to maintain secrecy, the Lakewood Inspector replied, "I would probably prefer that." From this date through at least in or about January 2009, the Lakewood Inspector participated in a corrupt relationship with the CW where the Lakewood Inspector accepted numerous cash payments of between approximately \$500 to \$1,000 per occurrence in exchange for his official assistance on behalf of the CW as specific opportunities arose, as captured in recordings made through the CW under the supervision of FBI agents.
12. During the course of the arrangement between the Lakewood Inspector and the CW, defendant Charles Amon continued to confirm the Lakewood Inspector's willingness to be corrupted by recounting information relating to defendant Charles Amon's and others' corrupt relationships with the Lakewood Inspector. For instance, on or about May 9, 2007, at a restaurant in Lakewood, defendant Charles Amon disclosed to the CW that another individual had to pay \$50 to \$100 payments to the Lakewood Inspector in exchange for the Lakewood Inspector's official assistance. Moreover, on or about March 5, 2008, defendant Charles Amon met with the CW at a restaurant in Long Branch, New Jersey. During this meeting, defendant Charles Amon and the CW discussed the Lakewood Inspector's regular acceptance of corrupt cash payments in connection with his official position as a Lakewood Inspector for the Township of Lakewood. Defendant Charles Amon estimated that the Lakewood Inspector performed approximately 25 inspections a day and that the Lakewood Inspector accepted cash in connection with many of the

inspections. Referencing payments by R.N., defendant Charles Amon stated, "I know [R.N.] gave him [i.e., gave the Lakewood Inspector] a lot." Regarding the Lakewood Inspector's disposition of the illicit cash, defendant Charles Amon stated that the Lakewood Inspector was careful so as not to arouse suspicion. Defendant Charles Amon told the CW that the Lakewood Inspector "can't live like the [another Lakewood public official] because people will ask questions . . . pay you 20 grand, where you getting all this money?" Defendant Charles Amon further indicated, by way of example, that the Lakewood Inspector purchased a car via a home equity loan, rather than using the cash, in furtherance of his scheme to conceal the proceeds.