
UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA : **CRIMINAL COMPLAINT**
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JAMES P. "JIMMY" KING : Mag. No. 09-8137 (MCA)

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 March 2009 to in or about April 2009, in Hudson County, in the District of New Jersey and elsewhere, defendant

JAMES P. "JIMMY" KING

and others, to include JC Official 1 and the Consultant, did knowingly and willfully conspire to obstruct, delay, and affect interstate commerce by extortion under color of official right, by accepting and agreeing to accept corrupt payments that were paid and to be paid by another, with that person's consent, in exchange for defendant JAMES P. "JIMMY" KING's future official assistance in Jersey City Government matters.

In violation of Title 18, United States Code, Section 1951(a) and Section 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. Defendant James P. "Jimmy" King ("defendant King") was a candidate seeking the City Council seat for Ward C in Jersey City on or about May 12, 2009, a bid that was not successful. Defendant King, who heads the Jimmy King Civic Association, is the former executive director of the Jersey City Parking Authority, the former chairman of the Jersey City Incinerator Authority and also served as a Hudson County undersheriff.

2. At all times relevant to this Complaint:

a. There was an individual who represented himself to be in high-level positions at the Jersey City Board of Education ("BOE"), and the Jersey City Housing Authority (the "JCHA")(hereinafter, "JC Official 1").

b. There was an individual who represented himself to be the owner of a consulting firm based in New Jersey (the "Consultant"). The Consultant further represented that the Consultant was an advisor and confidant to the Candidate, among others.

c. 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 the greater Jersey City 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.

3. On or about March 23, 2009, at approximately 10:20 a.m., FBI agents intercepted an outgoing call from the Consultant's cell phone to defendant King. During this call, the

Consultant reminded defendant King that he would be meeting the CW at a restaurant in North Bergen, New Jersey the following day. Defendant King told the Consultant that "I'd rather just have [the CW] do something, uh, with the, uh, Jimmy--Friends of Jimmy King with a check or something, and, uh, and I'll talk to you about that," to which the Consultant responded, referring to cash, "[h]ow 'bout green?" Defendant King told the Consultant: "No, I don't think so . . . I think I got to talk to you about that pri--, privately." The Consultant explained to defendant King, "[w]ell, whatever you do, if he asks you what you need, you need \$2,500 - that's the max that [the CW] can give you." Defendant King responded, "[o]kay, I will do that. I have no problem with that." The Consultant concluded by telling defendant King that "then we'll work out how we're going to get it to you." Defendant King said, "[s]ounds good," and agreed to meet the Consultant and the CW the following day at a North Bergen restaurant.

4. On or about March 24, 2009, JC Official 1, the Consultant and the CW met at the restaurant in North Bergen. During this meeting, JC Official 1 and the Consultant introduced the CW to defendant King, who explained that he was a candidate for the Jersey City Council for Ward C. JC Official 1 described the CW to defendant King as a "developer" who was looking for help and support in "every city [the CW] goes in." JC Official 1 also informed defendant King that the CW had a property on Garfield Avenue in Jersey City. Defendant King was informed by the CW that the CW would need "zone changes" for the Garfield Avenue project. Later during the conversation, defendant King described his close relationship with the Consultant and JC Official 1, and the CW suggested that "[h]opefully, I can reciprocate in a small way," prompting defendant King to reply, while referring to the Consultant and JC Official 1, "[y]ou can always work that out with them guys." As the four exited the restaurant, the CW informed defendant King that "what I wanna do is, maybe, I'll give you five thousand to start," and indicated that as the campaign progressed that the CW would give defendant King "more and more." After defendant King had agreed to this proposal, defendant King was informed by the CW that the CW wanted "a friend on council that will help me when it comes for, uh, votes, zone changes and junk like that." After defendant King departed, JC Official 1 and the Consultant were informed by the CW what the CW had stated to defendant King about this \$5,000 payment. JC Official 1 explained that while defendant King and other council candidates to whom the CW would be introduced would accept cash, "you have to give it to us and we have to give it to them 'cause they won't touch anything."

5. On or about March 30, 2009, JC Official 1, the Consultant and the CW met at a diner in Bayonne, New Jersey. During this meeting, JC Official 1, the Consultant and the CW discussed defendant King, and JC Official 1 assured the CW that defendant King was likely to be elected because there was "no opposition in reality." The Consultant also assured the CW that "[o]ne thing about Jimmy, even if he's the only vote on the council, he'll vote for your projects." The CW asked the Consultant to "tell [King], I'll see him again before the election," thus indicating that the CW would have a second payment for defendant King in addition to the \$5,000 payment that the CW was to provide to the Consultant that day to be passed on to defendant King. The CW also informed the Consultant that "after the election, after the vote, I'll give him again." At the conclusion of the meeting, the Consultant, JC Official 1 and the CW walked to the diner's parking lot at which time the CW removed from the CW's vehicle's trunk three envelopes each of which contained \$5,000. As the CW handed the first of these envelopes to the Consultant, the CW stated "[t]his is a five for, uh, Jimmy [King]," and then handed a second envelope to the Consultant stating "[t]hat's for you, five thousand." The CW then gave the third envelope containing \$5,000 to JC Official 1-- the Consultant and JC Official 1 had agreed to accept the cash for their roles in setting up the arrangement with defendant King and with other public officials.

6. On or about April 8, 2009, at approximately 12:00 p.m., FBI agents intercepted an outgoing call from the Consultant's home phone to defendant King. During this call, the Consultant asked defendant King to meet with the CW again at 10:30 a.m. on April 23rd "so we can get the same amount from [the CW]," a reference to the \$5,000 that the CW had previously provided to defendant King through the Consultant on or about March 30, 2009. Defendant King told the Consultant that he would call the Consultant at a later time to confirm the meeting on April 23rd.

7. On or about April 23, 2009, JC Official 1, defendant King met the Consultant and the CW at a restaurant in Jersey City, New Jersey. During this meeting, defendant King was informed by the CW that "[w]e'll keep you busy. Don't worry," and added "[o]nce you're in, that's it, man. We, we got our first application coming . . ." Defendant King inquired whether the Consultant knew about this application, and the CW indicated that he did. The CW then indicated that the application was "on, you know, Garfield [Avenue]," prompting defendant King to reply "I don't care what it is. It's done." The CW stated "[o]kay," and defendant King reiterated "[n]ame it. Done." The CW then asked defendant King to "make sure they expedite my stuff." The

CW subsequently inquired whether defendant King had received the first \$5,000 payment by asking "I mean, you got that last, uh, thing," prompting defendant King to reply, "Yes." As the group left the restaurant, the Consultant told the CW that "[u]h, he wants me--for you to give it to me," a reference to the second \$5,000 payment for defendant King from the CW. The CW then asked, by way of clarification, "so I'll give it to you now, uh, and you'll give it to him now?" The Consultant replied "[y]eah," and the CW told the Consultant that "I got it in my trunk, so let's go." The CW then retrieved an envelope containing \$5,000 in cash from the trunk of the CW's vehicle and handed the envelope to the Consultant in defendant King's presence. Just prior to defendant King's departure, the CW told defendant King to "[m]ake sure, you know, [the Consultant] on that," as the CW gestured toward the envelope, and reminded defendant King, "Don't put my name on nothing, okay?" Defendant King replied "[n]ah," and the CW reiterated that "I don't wanna have any, uh, conflict, trace or anything like that." Defendant King replied, "Okay, alright." The CW then told defendant King that "there'll be more after you win," and defendant King replied, "Alright. We'll see you." Surveillance agents observed the Consultant hand defendant King the envelope containing \$5,000 in cash in the restaurant parking lot.

8. On or about April 28, 2009, at approximately 10:41 a.m., FBI agents intercepted an outgoing call from the Consultant's home phone to JC Official 1. During the conversation, the Consultant and JC Official 1 discussed payments that they still had to pass on from the CW to public officials, and the Consultant stated "then we've got, uh, Jimmy King . . ." JC Official 1 interjected, "Well, [the CW] took care of Jimmy King." The Consultant replied "[y]eah, that's right," and began to state that the CW "did it right in the h--, in the, um . . ." and JC Official 1 interjected "[m]oney. You gave that to him." The Consultant noted, "Yeah, we did it right out in the, um, parking lot."