
UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA : **CRIMINAL COMPLAINT**

v. :

JAYSON G. ADAMS : Mag. No. 07-

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

From in or about May 2006 to in or about November 2006, in Atlantic County, in the District of New Jersey and elsewhere, defendant

JAYSON G. ADAMS

did knowingly and willfully attempt to obstruct, delay, and affect interstate commerce by extortion under color of official right, by soliciting and accepting corrupt payments that were paid by another, with that person's consent, in exchange for defendant ADAMS' and others' official influence, as specific opportunities arose.

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.

James J. Breen, Special Agent
Federal Bureau of Investigation

Sworn to before me and subscribed in my presence,
September 5, 2007, at Trenton, New Jersey

HONORABLE TONIANNE BONGIOVANNI
UNITED STATES MAGISTRATE JUDGE

Signature of Judicial Officer

ATTACHMENT A

I, James J. Breen, 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 JAYSON G. ADAMS (hereinafter "defendant ADAMS") served as a member of the Pleasantville Board of Education (hereinafter "PBOE") in Pleasantville, New Jersey. In his capacity as an elected board member, defendant ADAMS' duties included, but were not limited to, participating in the allocation of school district resources, establishing district policy and approving certain district expenditures and contracts, to include contracts for insurance brokerage services and roofing services.

2. At all times relevant to this Complaint, two cooperating witnesses ("CW-1" and CW-2") purported to be representatives of companies capable of providing insurance brokerage services (the "Insurance Brokerage Business") and roofing services (the "Roofing Business") to governmental entities. As represented by the CWs, their businesses were based in New Jersey, did business in various states, and paid for goods and services in interstate commerce.

3. Beginning in or about May 2006, defendant ADAMS and CW-1 discussed that certain members of the PBOE, including defendant ADAMS, would accept corrupt payments in exchange for their official action and influence as PBOE members. Subsequently, defendant ADAMS and other members of the PBOE accepted cash payments in exchange for their supporting, among other things, the CWs' efforts to secure roofing and insurance brokerage business from the PBOE.

4. Beginning in or about May 2006, defendant ADAMS: (i) accepted corrupt payments in exchange for his official assistance in obtaining business from the PBOE; (ii) agreed to accept corrupt payments in the form of a share of the profits generated by the Insurance Brokerage Business as a result of contracts obtained from the PBOE; and (iii) solicited corrupt payments for other members of the PBOE in exchange for their official assistance in obtaining business from the PBOE.

Official 1

5. On or about May 16, 2006, defendant ADAMS met with a PBOE member ("Official 1") and CW-1. During the meeting, defendant ADAMS and Official 1 solicited \$10,000 from CW-1. The parties further discussed that insurance brokerage commissions received as a result of receiving a PBOE insurance contract could be routed to defendant ADAMS, Official 1 and others through an intermediary.

6. On or about May 17, 2006, during a meeting in Egg Harbor Township, New Jersey, CW-1 informed defendant ADAMS that CW-1 had identified an individual, CW-2, who could give Official 1 the \$10,000 requested. CW-1 also told defendant ADAMS that, with regard to a PBOE insurance brokerage contract, CW-1 would steer twenty-five percent of the commissions to a nominee consultant who, in turn, could kick back these proceeds to Official 1 and others. Defendant ADAMS stated that he wanted to provide between thirty and thirty-five thousand dollars of these proceeds to Official 1's campaign, an amount that represented "the larger share" of these proceeds.

7. On or about May 22, 2006, defendant ADAMS and Official 1 met CW-1 at a restaurant in Egg Harbor Township, New Jersey. During the meeting, CW-1 explained that an associate, CW-2, would provide Official 1 with \$10,000 and that in return, CW-2 sought Official 1's assistance in obtaining roofing contracts from the PBOE. Defendant ADAMS and Official 1 indicated, however, that they had expected the payment to be made that night. CW-1 further discussed with defendant ADAMS that, with regard to a PBOE insurance brokerage contract, CW-1 would steer twenty-five percent of the commissions to a nominee consultant who, in turn, could kick back these proceeds to defendant ADAMS, Official 1 and others. Later that evening, defendant ADAMS and CW-1 spoke on the telephone. Defendant ADAMS pressured CW-1 to have the \$10,000 payment by Wednesday, May 24, 2006, stating that defendant ADAMS would "go to bat for [CW-1] one more time . . . but [that CW-1] definitely gotta come through for us." At the conclusion of the conversation, with respect to the \$10,000 payment, defendant ADAMS asked, "so you guarantee that everything will be done official on Wednesday?" CW-1 agreed.

8. On or about May 24, 2006, defendant ADAMS met the CWs, Official 1 and a third individual (hereinafter "Individual 1") at a restaurant in Egg Harbor Township, New Jersey. During the meeting, Official 1 accepted \$10,000 in cash from CW-2 through an intermediary, Individual 1, designated by Official 1.

9. On or about August 24, 2006, defendant ADAMS told CW-1 that Official 1 had agreed to support Insurance Brokerage Business in obtaining PBOE insurance contracts in exchange for a corrupt payment demanded by Official 1 for the benefit of a third party. With respect to this payment, defendant ADAMS stated that he wanted to "be the one to give it to [Official 1]." In discussing the importance of trust in defendant ADAMS' relationship with the Insurance Brokerage Business, defendant ADAMS stated that he trusted the CWs and remarked, "we either gonna get this job together or go to jail together."

Official 2

10. On or about July 20, 2006, CW-1 and CW-2 met defendant ADAMS at a restaurant in Egg Harbor Township, New Jersey. Defendant ADAMS accepted a \$7,500 cash payment from CW-2 in exchange for defendant ADAMS' official assistance in attempting to secure roofing work for the Roofing Business from the PBOE. Defendant ADAMS indicated that a portion of this payment was to be given to another PBOE school board member (hereinafter "Official 2") to obtain Official 2's official support for the Roofing Business. Later that day, defendant ADAMS and CW-2 had a telephone conversation. Defendant ADAMS told CW-2 that Official 2 wanted to "say thank you." Official 2 then picked up the telephone and stated, "I would like to thank you very much, and you don't know me yet, but you will know me." Referring to the payment that defendant ADAMS provided to Official 2, Official 2 stated "I really appreciate it" and "it means a lot to me."

11. On or about July 27, 2006, defendant ADAMS met Official 2, CW-1 and CW-2 at a restaurant in Egg Harbor Township, New Jersey. During the meeting, defendant ADAMS accepted a second \$7,500 cash payment from CW-2 in exchange for defendant ADAMS' and Official 2's official assistance in securing upcoming roofing contracts for the Roofing Business from the PBOE. CW-1 asked defendant ADAMS whether Official 2 would be supportive of the Roofing Business, to which defendant ADAMS responded that they "got a friend . . . [Official 2] is loyalty, brother." Defendant ADAMS explained to CW-2 that "we've got a friend" in Official 2, indicating that Official 2 would support CW-2's efforts to secure roofing contracts. Defendant ADAMS further stated that Official 2 would receive \$10,000 of the \$15,000 provided by CW-2.

Official 3

12. On or about August 3, 2006, defendant ADAMS met CW-1 and another public official at a restaurant in Smithville, New Jersey. The purpose of the meeting was to discuss the Insurance Brokerage Business obtaining insurance brokerage business with the PBOE. During the meeting, a discussion ensued concerning the number of votes that defendant ADAMS could garner to ensure that the Insurance Brokerage Business obtained insurance work from the PBOE. Defendant ADAMS boasted that "[w]e've got five solid votes now with [a third member of the PBOE - "Official 3"] up there . . . We keep people in line." Defendant ADAMS further stated that of the \$7,500 that he had recently received from CW-2, he had given a portion to Official 1, Official 2, and Official 3.

13. On or about August 7, 2006, defendant ADAMS met CW-1, CW-2 and a certain individual ("Individual 2") at a casino in Atlantic City, New Jersey. When defendant ADAMS was questioned as to whether he could secure the necessary five votes to command a majority of the PBOE, defendant ADAMS identified four PBOE members who would support the Insurance Brokerage Business: "you got four people - myself, [Official 1, Official 2 and Official 3] - who gonna do what we gotta do."

14. On or about August 25, 2006, defendant ADAMS spoke to CW-1 on the telephone. During the conversation, defendant ADAMS suggested that he and CW-1 "put the play in motion," referring to their attempt to secure an insurance brokerage contract for CW-1 from the PBOE. CW-1 asked defendant ADAMS whether an insurance brokerage contract would be voted on at the next PBOE meeting. Defendant ADAMS replied only if CW-1 had "enough shit for the next Board meeting," referring to corrupt payments.

15. On or about September 6, 2006, defendant ADAMS met CW-1 at a restaurant in Northfield, New Jersey. During this meeting, defendant ADAMS updated CW-1 on defendant ADAMS' continued efforts to garner the necessary PBOE votes to obtain insurance brokerage business for the Insurance Brokerage Business. Defendant ADAMS identified the PBOE members who would vote to award a contract to the Insurance Brokerage Business: "We got five votes up there -- myself, [a PBOE school board member], [another PBOE member - "Official 4"], [Official 2], [Official 3] and [Official 1]."

16. Later during this same meeting, defendant ADAMS discussed how corrupt payments would be distributed among the five PBOE members who were to vote in favor of the Insurance Brokerage Business. Defendant ADAMS stated that he was going to distribute payments as follows in exchange for these PBOE members' support of a resolution awarding insurance business to the Insurance Brokerage Business: \$40,000 to Official 1; \$5,000

to Official 2, though defendant ADAMS stated that he was "taking fifteen hundred of [Official 2's] cut;" \$5,000 to Official 3; and \$5,000 to Official 4. CW-1 explained that these monies would be deducted from the realized commissions and asked defendant ADAMS whether the votes were guaranteed. Defendant ADAMS replied that "we'd be guaranteed the votes" but asked "what am I getting out of it?" CW-1 stated that the remaining commissions would be split among defendant ADAMS, CW-1 and CW-2.

17. On or about September 12, 2006, as a consequence of the corrupt agreement described above, defendant ADAMS, among other PBOE members, voted to pass a resolution authorizing the Insurance Brokerage Business to provide insurance brokerage services to the PBOE.

Official 4

18. Throughout the aforementioned period, defendant ADAMS also ensured the CWs that Official 4 would officially support the Insurance Brokerage Business and Roofing Business's efforts to obtain PBOE business, and solicited certain corrupt payments on behalf of Official 4 in exchange for Official 4's official assistance. For example, on or about May 16, 2006, defendant ADAMS and Official 1 met CW-1, as set forth in paragraph 5, to discuss the Insurance Brokerage Business securing insurance business from the PBOE. In discussing the ability to obtain additional PBOE votes favorable to the Insurance Brokerage Business, defendant ADAMS stated that "the bottom line, you know, [is that] we gotta help [Official 4] out a little bit because you know he's on our team." Defendant ADAMS further asked CW-1 "what opportunities are out there for [Official 4]." Official 1 and defendant ADAMS assured CW-1 that the Insurance Brokerage Business would "have [Official 4's] vote on every contract that we decided we wanna vote on."

19. On or about July 17, 2006, defendant ADAMS spoke to CW-2 concerning upcoming roofing work that the Roofing Business hoped to obtain. During this conversation, defendant ADAMS stated that a roofing contract for approximately \$36,000 was supposed to be placed on the next PBOE agenda. Defendant ADAMS reassured CW-2 that the necessary votes would be available to secure the roofing business, and stated "that'll be taken care of . . . we don't put stuff on the agenda for it not to pass. And the other [roofing-related] stuff . . . I need to know specifically what it is you particularly want and how much, and I'll take care of it. Me and [Official 4] will work together to take care of it. That's no problem."

20. On or about July 27, 2006, defendant ADAMS met CW-1 and

CW-2 to further discuss securing roofing business from the PBOE. Defendant ADAMS reviewed the PBOE members who would vote in favor of of the the Roofing Business, which included Official 4. Defendant ADAMS stated that "[Official 4] is still active in the picture," and later indicated that he would "take care of [Official 4]."

21. On or about November 24, 2006, defendant ADAMS wrote an electronic message to CW-1, asking CW-1 to "finish helping out [Official 4] with his 5,000," referring to paying Official 4 in exchange for his official assistance in securing the insurance brokerage contract discussed in paragraph 17.

22. From in or about May 2006 to in or about November 2006, Official 4 accepted numerous corrupt payments both directly, and indirectly through defendant ADAMS acting as an intermediary, in exchange for Official 4's official assistance in securing PBOE roofing and insurance business in favor of the Roofing Business and Insurance Brokerage Business.