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UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY

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UNITED STATES OF AMERICA : **CRIMINAL COMPLAINT**

v. :

JAMES A. PRESSLEY : 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 October 2006, in Atlantic County, in the District of New Jersey and elsewhere, defendant

JAMES A. PRESSLEY

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 PRESSLEY's 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.

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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

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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 JAMES A. PRESSLEY (hereinafter "defendant PRESSLEY") 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 PRESSLEY's 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, a member of the PBOE (hereinafter "Official 1") and CW-1 discussed that certain members of the PBOE, including defendant PRESSLEY, would accept corrupt payments in exchange for their official action and influence as PBOE members. Subsequently, Official 1 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. A portion of these corrupt payments was given to defendant PRESSLEY to obtain his official support.

4. As a consequence of this corrupt arrangement, on or about May 30, 2006, defendant PRESSLEY and Official 1, among others, voted to pass a resolution authorizing the Insurance Brokerage Business to provide insurance brokerage services to the PBOE. On or about May 31, 2006, defendant PRESSLEY met the CWs at a restaurant in Egg Harbor Township, New Jersey. During the

meeting, defendant PRESSLEY explained how he endeavored to secure the votes necessary to pass the aforementioned resolution:

I had three [school board] members leave a meeting - it was a strategy [and] it took me a week to do. They went to another function. It was a big plan that I had put together. . . . [It] was all my deal . . . . I didn't tell [CW-1] about it because I didn't want to get your hopes up. It happened - they went to the function; they left the board meeting, and we had the votes to do it. I made the motion. I did it.

5. During this same conversation, defendant PRESSLEY discussed payments that the CWs had made to secure roofing contracts. Defendant PRESSLEY indicated to "CW-2" that defendant PRESSLEY had spoken with Official 1 and another school board member (hereinafter "Official 2"), and that "[CW-2 was] in line for the roofing contract. . . . there's no issue [because] it's already set for the appropriate time when the project gets started." Defendant PRESSLEY further indicated that he wanted assistance in securing a personal home mortgage in exchange for his prior and continued official support of the CWs' businesses. Specifically, defendant PRESSLEY and CW-2 discussed that defendant PRESSLEY be hired as a fictitious salaried employee of CW-2 so that defendant PRESSLEY could represent to a lender that he was employed by CW-2 to obtain a mortgage loan. In exchange for this financial support, defendant PRESSLEY stated that he would continue to help CW-2 secure roofing contracts with the PBOE, as well as a more lucrative upcoming roofing contract on a School Construction Corporation ("SCC") project.

6. On or about June 5, 2006, defendant PRESSLEY met CW-2 in a car in a parking lot in Hamilton Township, New Jersey. During the meeting, defendant PRESSLEY and CW-2 discussed certain PBOE roofing contracts that defendant PRESSLEY was working to secure for the Roofing Business. With regard to these PBOE roofing contracts, defendant PRESSLEY stated that he had "set it up" and had instructed a subordinate who worked in the PBOE maintenance department to "put it in motion" because, according to defendant PRESSLEY, defendant PRESSLEY could not personally be involved. Defendant PRESSLEY instructed CW-2 to "play it straight" and not to mention defendant PRESSLEY's name when CW-2 bid on contracts. In furtherance of defendant PRESSLEY's scheme to fraudulently obtain mortgage financing by presenting himself as a fictitious employee of CW-2, defendant PRESSLEY and CW-2 discussed characterizing defendant PRESSLEY as an "office manager or property specialist" with a salary of "sixty thousand" - an amount of income that defendant PRESSLEY perceived as necessary to qualify for the necessary mortgage financing.

Defendant PRESSLEY provided CW-2 with his personal identifying information so that CW-2 could record defendant PRESSLEY as an employee of CW-2.

7. On or about June 8, 2006, defendant PRESSLEY met CW-2 in a car parked in a lot in Pleasantville, New Jersey. Defendant PRESSLEY stated that he wanted his fictitious title to be "regional operations manager." Defendant PRESSLEY accepted two back-dated checks, each for \$3,600, in exchange for his official assistance in steering roofing contracts to the Roofing Business. Defendant PRESSLEY instructed CW-2 to notify him before submitting an estimate to the PBOE for certain roofing work, and explained that he wanted CW-2 to "recoup" the corrupt payments through additional PBOE roofing contracts. Defendant PRESSLEY assured CW-2 that, with respect to the PBOE, there would be "a whole lotta work" for CW-2, and boasted that "[he] made one call and . . . said, 'Look, I got a guy that's good. I need you to get [CW-2] in there.'"

8. On or about June 30, 2006, in furtherance of the corrupt agreement, CW-2 mailed defendant PRESSLEY an additional check for \$3,600. As set forth above, this check was purported to represent defendant PRESSLEY's salary as an employee of CW-2's company. The check was endorsed by defendant PRESSLEY and negotiated on or about July 5, 2006.

9. From in or about August 2006 to in or about September 2006, Official 1, defendant PRESSLEY and other PBOE members accepted corrupt cash payments in exchange for their supporting CW-1 and CW-2's efforts to secure insurance brokerage business from the PBOE. On or about September 12, 2006, as a consequence of this corrupt arrangement, defendant PRESSLEY and Official 1, among others, voted to pass a resolution authorizing the Insurance Brokerage Business to provide insurance brokerage services to the PBOE.

10. On or about September 13, 2006, one day after the passage of the resolution described in paragraph 9, defendant PRESSLEY met CW-2 in a car in a parking lot in Atlantic City, New Jersey. CW-2 brought \$7,500 in cash and a check for an additional \$7,500. Defendant PRESSLEY accepted \$7,500 in cash in exchange for exercising his official authority as a PBOE member in favor of the Insurance Brokerage Business; however, defendant PRESSLEY refused to accept the \$7,500 check and instead questioned when CW-2 could get a corresponding amount of cash. Defendant PRESSLEY further stated that, per a conversation with CW-1, defendant PRESSLEY had been expecting CW-2 to have brought \$25,000 and lamented, "I went through a lot of aggravation last night [referring to the PBOE meeting] because I was anticipating

it. [CW-1] told me that he would have the twenty-five ready for me today."

11. On or about September 21, 2006, defendant PRESSLEY and CW-2 met in a car in a restaurant parking lot in Egg Harbor Township, New Jersey. During the meeting, defendant PRESSLEY accepted \$17,500 in cash - representing the remainder of the \$25,000 defendant PRESSLEY demanded on September 13, 2006, as described in paragraph 10 - in exchange for exercising his official authority as a PBOE member in favor of the Insurance Brokerage Business. In addition, defendant PRESSLEY demanded an additional \$35,000 for his past and continued official assistance to the Insurance Brokerage Business. Defendant PRESSLEY instructed CW-2 not to send defendant PRESSLEY e-mails relating to the corrupt agreement because the e-mails were "on [defendant PRESSLEY's] computer which came to [defendant PRESSLEY's] phone."

12. In discussing the additional \$35,000 payment, defendant PRESSLEY touted the importance of his vote in maintaining the insurance business authorized by the PBOE resolution of September 12, 2006, by stating that defendant PRESSLEY was the "deciding vote on taking the contract back [from the Insurance Brokerage Business]." To further demonstrate his value to the CWs, defendant PRESSLEY reiterated that he was the reason why the PBOE voted to award the insurance brokerage contract to the Insurance Brokerage Business, stating:

[T]hey wanted me to make the motion to get it done. They couldn't have done it if I didn't do it. If I show you my official minutes from my [school] board, they all depended on me . . . They all looked at me [and said] 'Pressley, do you wanna do it?' . . . When it comes to [expletive] like that, they look at me . . . it had my motion.