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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

UNITED STATES OF AMERICA

**CRIMINAL COMPLAINT**

v.

CASE NUMBER: 11 CR 689

JOSEPH MARIO MORENO,  
also known as "Mario Moreno"

**UNDER SEAL**

I, the undersigned complainant, being duly sworn on oath, state that the following is true and correct to the best of my knowledge and belief: From on or about August 5, 2010 to on or about December 16, 2010, at Cicero and Chicago, in the Northern District of Illinois, Eastern Division JOSEPH MARIO MORENO, also known as "Mario Moreno," defendant herein:

an agent of the Town of Cicero, a local government receiving in excess of \$10,000 under a Federal program, corruptly solicited, accepted, and agreed to accept things of value, namely money, intending to be influenced and rewarded in connection with any business, transaction, and series of transactions of the Town of Cicero involving any thing of value of \$5,000 or more, specifically the development of a waste transfer station;

in violation of Title 18, United States Code, Section 666(a)(1)(B). I further state that I am a Special Agent with the Federal Bureau of Investigation, and that this complaint is based on the facts contained in the Affidavit which is attached hereto and incorporated herein.

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Signature of Complainant  
BRENDAN O'LEARY  
Special Agent, Federal Bureau of Investigation

Sworn to before me and subscribed in my presence,

October 6, 2011 at  
Date

Chicago, Illinois  
City and State

SUSAN E. COX, U.S. Magistrate Judge  
Name & Title of Judicial Officer

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Signature of Judicial Officer

UNITED STATES DISTRICT COURT )

NORTHERN DISTRICT OF ILLINOIS

) ss  
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AFFIDAVIT

I, BRENDAN O'LEARY, being duly sworn, state as follows:

1. I am a Special Agent with the Federal Bureau of Investigation, and I have been so employed for more than twelve years. My current responsibilities include the investigation of public corruption offenses.

2. This affidavit is submitted in support of a criminal complaint alleging that JOSEPH MARIO MORENO, also known as Mario Moreno, has committed federal program bribery, in violation of Title 18, United States Code, Section 666(a)(1)(B). Because this affidavit is being submitted for the limited purpose of establishing probable cause in support of a criminal complaint charging MORENO with federal program bribery, I have not included each and every fact known to me concerning this investigation.

3. This affidavit is based on my personal knowledge; information provided to me by other law enforcement agents; and my review of documents and recorded conversations, including those with Cooperating Witness 1 ("CW1").<sup>1</sup>

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<sup>1</sup> According to NCIC and CLEAR databases, CW1 was convicted of retail theft in 2003 and sentenced to 18 months' probation. CW1 was also convicted of theft in 1978 and was sentenced to three years' probation. CW1 is currently the target of an Internal Revenue Service ("IRS") investigation based on CW1's submission of false tax returns in which CW1 failed to report significant income for himself and his company for several years. CW1 began cooperating with the government in March 2010 after being confronted by the IRS and U.S. Attorney's Office. CW1 is cooperating in the hopes of receiving leniency with respect to any pending charges or future sentence.

## ***Background***

4. The Town of Cicero operates as a local government within the State of Illinois. According to [usaspending.gov](http://usaspending.gov), a publicly-available database established by federal statute, the Town of Cicero received in excess of \$10,000 in federal funding between January 1, 2010 and December 31, 2010. For example, according to the website, the Cicero Housing Authority was awarded approximately \$150,000 in funds from the U.S. Department of Housing and Urban Development from February 2010 through May 2010.

5. On approximately May 25, 2010, MORENO was appointed to the Town of Cicero's Local Business Assistance Committee (the "Committee"). According to a Town of Cicero ordinance, the Committee's duties include identifying the needs of the Town of Cicero's residents and attracting businesses to meet those needs. As a member of the Committee, MORENO has the option of receiving compensation or health insurance benefits from the Town of Cicero.

6. As described in more detail below, MORENO agreed to use his official position and influence with the Town of Cicero to assist CW1 in the purported development of a waste transfer station in the Town of Cicero in exchange for payment from CW1 and CW1's associate.

***CW1's Purported Attempt to Develop a Waste Transfer Station in the Town of Cicero***

7. On May 20, 2010, CW1 consensually recorded a meeting in which MORENO explained that his job duties with the Town of Cicero would be to “help business development, licensing, zoning, permits, all that shit.”<sup>2</sup>

8. On August 5, 2010, CW1 recorded a meeting in which he and MORENO drove around the Town of Cicero in CW1's car. Among other things, MORENO and CW1 discussed a location for a waste transfer station that CW1's associate was seeking to develop in the Town of Cicero. When CW1 and MORENO arrived near the proposed waste transfer site, CW1 told MORENO that “this transfer station is huge, big money.” After CW1 asked if the Town of Cicero had a moratorium on transfer stations, MORENO stated that he did not know, but that the Town of Cicero was interested in making money.

9. CW1 asked MORENO about obtaining the Town of Cicero's garbage collection business. MORENO said that he and CW1 should attempt to get the waste transfer contracts for all of the Town's surrounding municipalities. CW1 stated that the idea was to build the business up and sell it for \$100 million. MORENO said, “alright, we are going for a ride on this one [CW1].” CW1 responded that “I told you there is big money here . . . this is huge.” When MORENO stated that “we are going for a ride,” CW1 understood MORENO to mean that MORENO was going to make money from the operation of the waste transfer station.

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<sup>2</sup> My descriptions of recorded conversations are summaries based on my review of the recordings and my understanding of the context of the recorded conversations. These descriptions are not based on final, verbatim transcripts. Since this affidavit is offered for a limited purpose, I have not included a description of every topic discussed or every statement contained in the recorded conversations.

10. CW1 stated that MORENO should know everyone in the Town of Cicero to talk to about the waste transfer station. MORENO replied that he would talk to Attorney A, who was a municipal lawyer for the Town of Cicero, to help it along. CW1 explained that someone else tried to develop the transfer station before, and the Town of Cicero said no. MORENO said that “it wasn’t the right person.”

11. CW1 stated that CW1 would buy the land in Cicero for the waste transfer station and that CW1’s business associate would pay CW1 rent. MORENO responded, “we are going to be [CW1’s associate’s] fucking partner, because we are going to get the fucking deal.” CW1 understood MORENO to mean that MORENO would split the proceeds with CW1 and CW1’s associate based on his ability to use his influence to obtain approval for the waste transfer station.

12. CW1 said that he did not know how MORENO wanted to structure MORENO’s involvement and that this was up to MORENO. Later, MORENO asked whether CW1 “know[s] any real estate brokers?” MORENO stated that one of his associates “is a broker. I could make a piece off her end.” CW1 understood MORENO to mean that MORENO would receive a kickback by receiving real estate broker fees through his associate, allowing MORENO to hide his receipt of this money. CW1 told MORENO that they could “make sure . . . to hire [MORENO’s associate’s] firm to buy it for us, so she gets her co-commission that way.”

13. CW1 told MORENO that the land for the waste transfer station met all of the Town of Cicero requirements and that they just needed to clear it with the Town. CW1 then said to MORENO that this was “why you are here.” CW1 later asked if MORENO had been appointed to his Town of Cicero position yet. MORENO said that he had been serving in that capacity for two months.

14. As they were ready to depart the car, CW1 asked MORENO, “Was it worth the ride?” MORENO responded, “Fucking right. I am fucking excited, I just want to see if we can get a fucking ‘yeah

we will consider it.” MORENO then placed a phone call to Attorney A and left a voicemail message. The recording device that CW1 used for his/her conversation with MORENO was able to record MORENO stating, “[Attorney A], give me a call as soon as you get this message. I have an important question to ask you to see if the Town would consider a certain type of business where the Town could make some dough and it is really, really doable, and your friend here could make a couple of bucks. Give me a call.” CW1 understood MORENO to mean that MORENO would make money from the development of the waste transfer station when he stated that Attorney A’s “friend here [MORENO] could make a couple of bucks.”

15. MORENO told CW1, “I hope we have good luck in Cicero.” After CW1 said that there was “big money in garbage” and explained the fees and money that the waste transfer station would generate, MORENO responded that it was “fucking huge. We have to go along for a ride on this mother fucker.” As MORENO left the car, MORENO stated that he would “stay on top of” Attorney A, and “if he gives us the green light, we will move on this one fast.”

16. On September 3, 2010, CW1 consensually recorded a conversation with MORENO. CW1 asked MORENO, “How do we cut up the transfer station?” MORENO responded that “as long as you are happy, and I am happy, I don’t give a fuck how we cut it up. As long as the guy can cut up a piece to make us both happy, because it ain’t going to fucking happen unless we pull the trigger on it.” CW1 replied, “You the man. I know that. Without you, it ain’t nothing. There ain’t no big money up front.” MORENO said, “No, hey I want the volume, to go for a ride . . . I like to get residuals.” CW1 understood MORENO to mean that MORENO believed he was entitled to a significant payment from CW1’s business associate because the waste transfer station would not be developed without MORENO’s influence in the Town of Cicero based on his official position.

17. Later during the same conversation, MORENO stated that he wanted “a little piece, a little piece of all the fucking garbage they pick up. Nothing wrong with that, right?” CW1 told MORENO to “let me know what to tell the guy because he knows that everyone has their hands out.” MORENO said that “[i]t will be just me, you, and him, and the Town will make a buck.” CW1 responded, “Any way you want to do it.” MORENO replied, “I don’t want to be a hog, I just want to be a pig. Hogs get slaughtered, pigs get fat.”

18. On September 9, 2010, CW1 received a text message from MORENO’s cellular phone that stated: “Good news from Cicero . I need to speak to my friend in Town personally and then we’ll talk. Tell your friend [CW1’s business associate]. Mario [MORENO].”<sup>3</sup>

19. On September 16, 2010, CW1 received a text message from MORENO’s cellular phone that stated: “FYI I’ll be meeting with [Attorney A] tomorrow. I’ll call you and let you know how it went. Mario [MORENO].”

20. On September 20, 2010, MORENO called CW1, who recorded the conversation. Initially, MORENO invited CW1 to a fundraiser for another public official. MORENO asked CW1 to “be as generous as you can . . . so we maintain access” to that public official. MORENO then discussed the waste transfer station. MORENO told CW1 that Attorney A “said it’s a go.” MORENO stated that Attorney A needed a more-detailed proposal regarding the design of the waste transfer station. MORENO stated that Town Official A “is all for it.”<sup>4</sup>

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<sup>3</sup> This and other text messages referred to in this affidavit are quoted verbatim, except where the text is bracketed.

<sup>4</sup> Town Official A is a high-ranking official in the Town of Cicero.

21. In the same call, CW1 asked if MORENO would “take care of the zoning?” MORENO stated that he would “do everything it needs to get done.” MORENO stated that “there’ll be some nice fees involved.” MORENO said, “There may be some zoning and some permits that may be required.” MORENO told CW1 that he (MORENO) “may be conflicted” because he is the “Chairman of the New Business Development Committee.” MORENO, however, stated that “we’ll figure it out.” MORENO said that “Cicero is gonna get some hosting fees and I would like to get a little piece as we go. Maybe a smaller host.” I understand these comments to mean that, despite any conflict of interest, MORENO would help CW1 obtain whatever zoning and permits the waste transfer station would need in exchange for payments spread out over time.

22. On October 4, 2010, at approximately 5:18 p.m., the FBI recorded a call that CW1 placed to MORENO. MORENO told CW1 that he did not “know how to structure my piece on this. Am I going to take a ride, you know, per tonnage, or how are we going to do this?” CW1 stated that it was up to MORENO. MORENO responded that he was “new at this business here. I don’t want to be foolish, but I don’t want to be hoggish. You know what I’m saying?”

23. On October 19, 2010, at approximately 5:15 p.m., the FBI recorded a call that CW1 placed to MORENO. CW1 and MORENO discussed the steps they would need to take to get the proper zoning for the waste transfer station. MORENO stated that he was looking to go for a “nice ride” when the business is in operation. CW1 and MORENO discussed meeting later in the week so they could talk about “compensation.” MORENO stated that “without me, this shit ain’t fucking going and I wanna make sure that he is generous.” MORENO said that he “don’t want to be a hog, just a pig.” CW1 stated that CW1’s business associate was talking about \$5,000 up front and then MORENO taking 10% of the profits. MORENO stated that he did not “want to be sloppy, and I don’t want to give it away either.” MORENO



said “thirty-five would be fine. Fifty would be better.” CW1 said it would be “five thousand up front, not fifty.” MORENO said, “[S]o it is five, uh, that’s like getting nothing. See if you can sweeten that one up.”

24. On October 29, 2010, CW1 consensually recorded a conversation with MORENO. MORENO stated that he wished the \$5,000 “was more, but ten percent of the revenue ain’t bad at all, for a ride.” CW1 asked if he should pay MORENO once CW1 received a letter of understanding from the Town of Cicero. MORENO stated, “That is what I am looking for, you get that letter, you let them know that they are going to do that.”

25. During the same conversation, MORENO stated that part of his Town of Cicero Committee job “is to bring in new business. You are not only taking a property that is vacant . . . put it back on the tax rolls at a higher rate, bring in people locally to work, and beautify the area.” CW1 responded, “and you make money, and you make money.” MORENO replied, “Abso-fucking-lutely.”

26. Later in the conversation, MORENO said that “[t]he five thousand bucks is a little low but . . . the 10 percent . . .” CW1 stated that if MORENO would “shake him [CW1’s business associate] down too much, he is going to cry.” MORENO said, “I like the ten percent going forward, and I like to get a nice pop up front. But I ain’t greedy. I’ll just be a pig.”

27. On November 5, 2010, beginning at approximately 5:27 p.m., CW1 received a number of text messages from MORENO’s cellular phone. Those text messages stated that MORENO:

Had mtg with town atty [Attorney A], need to get property under Contract with stipulation that purchase is conditioned upon due diligence for 1 ½ years and governm . . . we would then news [need] to make a presentation to the town President and Trustees. The town atty says there should be no problem with town approval . . . . It looks good to me.

28. On December 1, 2010, beginning at approximately 5:30 p.m., CW1 consensually recorded a meeting with MORENO and asked for MORENO to write a letter of support to CW1’s business

associate from MORENO's Committee. MORENO responded that he could "give him a letter." CW1 replied, "then I get cash from the guy." CW1 stated that if MORENO would "give me something . . . . Then I tell him, you know you have to come up [with payment to MORENO] before this guy [MORENO] does anything [to further support the waste transfer station's development]." CW1 then stated that he would tell his business associate "to raise the bar a little to get more, you gotta raise the bar." By these comments, I understand CW1 to be telling MORENO that if MORENO gives CW1's business associate an official letter of support from MORENO's Town Committee, CW1's business associate would give MORENO a bribe payment and that CW1 would push for the bribe payment to be greater than the \$5,000 MORENO and CW1 initially discussed. Earlier in the conversation, MORENO stated that "because I am in charge of the economic development thing [with the Town of Cicero], we got the green light [to develop the waste transfer station]." I understand this to mean that because of MORENO's public position with the Town of Cicero, he could ensure that the waste transfer station could be developed. MORENO asked CW1 to give him contact information for CW1's business associate, which MORENO could use for the letter. MORENO said that he would "write him an official letter, on my stationary, so he knows that I ain't bullshitting. It is a huge investment just to talk shit. He needs to know it is legitimate."

29. On December 3, 2010, at approximately 10:51 a.m., the FBI recorded a call that CW1 placed to MORENO. MORENO stated that he had the address of CW1's business associate, so he could "prepare a letter and get it out to him [CW1's business associate] hopefully this weekend so he has an idea and a comfort level."

30. On December 8, 2010, at approximately 11:45 a.m., the FBI recorded a call CW1 placed to MORENO. MORENO stated he would "email it [the letter of support] to you, okay." MORENO said that he would "get that letter out to give him [CW1's business associate] a comfort level."

31. On December 9, 2010, at approximately 9:05 a.m., CW1 sent a text message to MORENO's cellular phone stating, "U forget me." On December 9, 2010, at approximately 9:37 a.m., CW1 received a text message from MORENO's cellular phone stating, "Got busy I'll try to so it today." Later on December 9, 2010, CW1 received an email with an attachment from MORENO's email account. The attachment was a letter that contained an electronic signature from MORENO and a subject line "54 Avenue and Roosevelt Road Cicero, IL." The letter stated:

Dear [CW1 business associate]:

We have never had the opportunity to meet, however, I am sure you have had many conversations with [CW1] relative to the above reference property.

For your information, I have had conversation with the [Attorney A] for the Town of Cicero in connection with this property and he had indicated to me that [Town Official A] thought that the property in its present state is an eye sore and would like to see it redeveloped.


Thereafter, I discussed the issue involving the transfer station with [Attorney A] and he indicated to me that due to the nature of the business certain things would need to be addressed which I believe you have already done so. These involve the trucking routes, considering the location of local school nearby and the beautification of the property.

I was advised that in order to make a presentation to the Town Council the property would need to be under contract in order to have standing to make such a presentation.

I have also been advised that due to the nature of the business and the unique educational component, as well as the revenue stream that the town would realize, that the project would be met with favor upon presentation being made at a Town Council Meeting. Thereafter, it will be up to you to obtain the proper licenses and permits, etc. for you to continue with the project in Cicero. I am confident that Cicero will not impede this process, provided all of those permits have been obtained from the State as is required.

If you have any further questions or desire additional information, do not hesitate to contact this office. I remain,

Yours Truly,



Joseph Mario Moreno  
Attorney at Law

32. On December 10, 2010, CW1 sent an email to MORENO stating that CW1 had received the letter, but that CW1 told his/her business associate that MORENO “supported the transfer station as Head of the building assistance committee. Can you add that line in the letter and rasend to me? That will be big. And I should see you next week with early Christmas present.” CW1 then received an email from MORENO’s email account stating:

Please advise [CW1’s business associate] that the Town of Cicero Local Business Assistance Committee was established by Town Ordinance and has been entrusted with not only assisting local business but also with encouraging the establishment of new business and economic development initiatives.

I, as Chairman of the CLBAC support the establishment of the transfer station as a viable business/education initiative that will provide a new revenue stream for the Town, beautify the area and increase the Real Estate tax base .  
Joseph Mario Moreno

33. CW1 then received another email from MORENO asking, “Did you receive my addendum to the original letter. Pass it on to [CW1’s business associate]. Mario.” CW1 sent an email to MORENO’s email address stating, “Sounds great let me know when it is ready for pick up.” CW1 then received an email from MORENO’s email address stating that CW1 should just forward CW1’s business associate “the email addendum.”

34. On December 14, 2010, CW1 sent an email to MORENO’s email address stating, “I wanted to give [CW1’s business associate] a complete letter is it cool if I cut and paste the addendum into the original letter? I’ll see you by the end of the week with the Christmas present.” CW1 received a response from MORENO’s email address stating, “Absolutely, it was intended to become part of the original email. Mario [MORENO].”

35. On December 15, 2010, CW1 scheduled a meeting with MORENO through a series of text messages. The two agreed to meet on December 16, 2010 at approximately 12:30 p.m. Prior to the meeting, the FBI provided CW1 with an envelope containing \$5,000 in cash.

36. During the meeting, which was consensually recorded and occurred in CW1's automobile, CW1 showed MORENO the letter, which included the "addendum" language stating that MORENO supported the waste transfer station as Chairman of the Town of Cicero's Local Business Assistance Committee. MORENO offered to sign the letter. As MORENO was signing the letter, CW1 told MORENO that he had "five grand from the guy." MORENO responded, "Sounds like a plan. I love it." CW1 then provided the envelope to MORENO. At the same time, MORENO gave CW1 the signed letter. MORENO took the envelope containing the \$5,000, looked at the cash in the envelope, and put the envelope in his briefcase. CW1 stated that he was "gonna get another five grand in a couple of weeks." MORENO replied, "[e]xcellent . . . You got him [CW1's business associate] up to ten?" CW1 stated that he had. MORENO then asked, "and then its 10-percent of what, uh, of the revenues afterward, right? Cause we're gonna be working on this fucking thing." CW1 stated, "[y]eah, yeah, yeah. Whatever works." MORENO stated that CW1 was "the man" and as MORENO started to get of the car he said, "Thanks buddy, I appreciate it." Before MORENO exited the car, CW1 asked if MORENO was happy. MORENO stated, "Yes, I am."

37. As MORENO departed CW1's automobile, CW1 stated, "Now that [the money] is from [CW1's business associate], not me. I don't want to know nothing about that." MORENO stated, "Alright, we don't know nothing." CW1 said, "I don't know nothing." MORENO responded, "Alright my friend, I like it better this way."

38. Based on the foregoing, I submit that there is probable cause to believe that MORENO, an agent of the Town of Cicero, corruptly solicited, accepted and agreed to accept things of value, namely, cash payments from CW1, intending to be influenced and rewarded in connection with any business, transaction, and series of transactions of the Town of Cicero involving any thing of value of \$5,000 or more with the Town of Cicero, which is a local government that received in

excess of \$10,000 in federal funding in a twelve month period of time, namely, from January 1, 2010 through December 31, 2010, in violation of Title 18 United States Code, Section 666(a)(1)(B).

FURTHER AFFIANT SAYETH NOT.

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BRENDAN O'LEARY  
Special Agent, Federal Bureau of Investigation

SUBSCRIBED AND SWORN to before me on October 6, 2011

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SUSAN E. COX  
United States Magistrate Judge