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UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY

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UNITED STATES OF AMERICA : **CRIMINAL COMPLAINT**  
 :  
 v. :  
 :  
 JOSEPH CARDWELL : Mag. No. 09-8129 (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 July 2008 to in or about March 2009, in Hudson County, in the District of New Jersey and elsewhere, defendant

JOSEPH CARDWELL

and others, did knowingly and corruptly offer and agree to give a thing of value to a Jersey City Official to influence and reward that official in connection with a business, transaction and series of transactions of Jersey City government involving a thing of value of \$5,000 and more, where the City of Jersey City received in excess of \$10,000 in Federal assistance during the relevant one-year period.

In violation of Title 18, United States Code, Section 666(a)(2) 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.

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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

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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 Joseph Cardwell was a consultant who conducted business from an office in Jersey City, New Jersey. Defendant Joseph Cardwell also was a commissioner of the Jersey City Municipal Utilities Authority.
2. At all times relevant to this Complaint:
  - a. there was an individual who was an official with the Jersey City Department of Health and Human Services ("HHS") and was a member of the Jersey City Zoning Board of Adjustment (the "Zoning Board") ("JC Official 2");
  - b. there was an individual who was an official who had responsibility for housing and economic development matters in Jersey City government ("JC Official 3");
  - 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; and
  - d. the City of Jersey City received in excess of \$10,000 in federal funds assistance.
3. On or about July 1, 2008, defendant Joseph Cardwell met with JC Official 2 and the CW at a restaurant in Jersey City. During the portion of the meeting before Cardwell arrived, JC Official 2 indicated to the CW that defendant Cardwell was connected to various state government elected officials and that defendant Cardwell was a

consultant who could make sure that state and local government officials were "on board" to assist the CW with the CW's development matters. Shortly after defendant Cardwell arrived at the meeting, JC Official 2 described defendant Cardwell as one of the most powerful men in Jersey City. Defendant Cardwell and the CW discussed a development project that the CW was purporting to have an interest in on Garfield Avenue in Jersey City. As the conversation ensued, the parties discussed the need for confidentiality. In this regard, JC Official 2 stated that the meeting among the three of them was confidential, to which defendant Cardwell responded that all of his business was "confidential." As this portion of the discussion continued, defendant Cardwell remarked to JC Official 2 and the CW that "you" don't need to know how "I" do something, all you need to know is whether it got "done." Thereafter, the CW informed defendant Cardwell that the CW was looking to engage someone who could guarantee that the CW would obtain permits and approvals from Jersey City Government and other local governments. Defendant Cardwell responded that he did not "guarantee. I just succeed." After the meeting in the restaurant, in Jersey City, defendant Caldwell accepted \$10,000 in cash from the CW in an envelope to assist the CW with local government officials in Jersey City and other New Jersey municipalities.

4. On or about July 14, 2008, defendant Joseph Cardwell met the CW at a hotel/casino in Atlantic City, New Jersey. They again discussed the purported Garfield Avenue project and how to get Jersey City officials to support development of the project. Defendant Cardwell advised the CW that JC Official 3 was one of defendant Cardwell's "guys" and had been with defendant Cardwell for approximately nine years. Among other things, defendant Cardwell was informed by the CW that the Garfield project was worth approximately \$180 million to \$200 million, so the CW was fine with paying approximately \$200,000 to \$300,000 in "up front" payments to officials to assist in obtaining approvals related to the development.

5. On or about July 31, 2008, defendant Joseph Cardwell met the CW at a restaurant in Jersey City. Defendant Cardwell related to the CW that when one ran into a situation where an official was seeking a bribe, one had to "take care of" what you "got to take care of." Defendant Cardwell was informed by the CW that before the CW developed in a particular town, the CW wanted to "own" officials in that town and that the CW built these "soft costs" into the CW's projects. Defendant Cardwell then pointed to a particular state government official who could not be owned. The CW informed defendant Cardwell to keep that particular official away from the CW. The CW further informed defendant Cardwell that the CW built "soft costs" into the CW's projects. Defendant Cardwell, in turn, indicated to the CW that he understood what "soft costs" were. Defendant Cardwell indicated that JC Official 3 was a "player." Defendant Cardwell promised to

vouch for the CW with JC Official 3. Defendant Cardwell was asked by the CW if JC Official 3 would be happy with \$5,000 or \$10,000, to which, defendant Cardwell replied that he did not know. Later in the conversation, defendant Cardwell further was informed by the CW to tell JC Official 3 that CW would "do the right thing"--meaning pay JC Official 3 for his official assistance with the CW's development project. The CW informed defendant Cardwell that whatever the CW gave to JC Official 3, the CW also would give to defendant Cardwell.

6. On or about August 6, 2008, defendant Joseph Cardwell, JC Official 3 and the CW met in Jersey City. Prior to JC Official 3's arrival, defendant Cardwell confirmed to the CW that defendant Cardwell had spoken to JC Official 3. After JC Official 3 arrived, all three participants discussed development opportunities in Jersey City, including the Garfield Avenue property. After the meeting among the three of them ended, defendant Cardwell and the CW discussed that, at the next meeting with JC Official 3, the CW would bring the JC Official 3 an "envelope," and also give another payment to defendant Cardwell. Defendant Cardwell agreed that the CW could pay JC Official 3 \$10,000 in cash at the next meeting, but that the CW had to be smart about it.

7. On or about August 11, 2008, defendant Joseph Cardwell and the CW met at a hotel/casino in Atlantic City. Defendant Cardwell indicated that he understood that the CW liked to "own" (pay corrupt payments) to obtain sought-after official action. Defendant Cardwell indicated that he used his political power to obtain sought-after official action. The CW confirmed with defendant Cardwell that defendant Cardwell would introduce the CW to government officials who were "takers."

8. On or about August 12, 2008, defendant Joseph Cardwell met the CW at a restaurant at a hotel/casino in Atlantic City. Defendant Cardwell, among other things, advised the CW that JC Official 3 had power and authority over both the building and planning departments in Jersey City. Defendant Cardwell was informed by the CW that the CW would bring "two envelopes" to the meeting with JC Official 3 (meaning payments for defendant Cardwell and JC Official 3). Defendant Cardwell indicated that he would go to the bathroom when the CW was ready to pay JC Official 3, but that defendant Cardwell would talk to JC Official 3 beforehand to inform JC Official 3 of the fact that the CW would pay JC Official 3 at that meeting. Immediately after this portion of the conversation, defendant Caldwell told the CW "I'm not trying to do anything wrong. Get you to do something that's not right, or illegal." The CW then indicated that the CW did not want to do anything "stupid," but just wanted JC Official 3 to help CW with CW's "approvals," to which defendant Cardwell responded that if JC Official 3 wanted "some help" for the mayor then "you have to" help

the mayor. Shortly thereafter, the CW asked defendant Cardwell if JC Official 3 would be "insulted or anything" by giving him "10 or 20" (meaning (\$10,000 or \$20,000). Defendant Cardwell replied "no," but indicated that he would "test the water" with JC Official 3 first. Defendant Cardwell also indicated that these amounts were not "too little." As the meeting concluded, defendant Cardwell and the CW agreed to meet approximately 15 minutes before their meeting with JC Official 3 so that the CW could receive "marching orders" from defendant Cardwell.

9. On or about August 12, 2008 defendant Joseph Cardwell met with JC Official 3 and the CW at a restaurant in Jersey City. Defendant Cardwell agreed with the CW to talk to JC Official 3 first to "smooth it over" because the CW had an envelope to give to Jersey City Official 2 containing "10 large" (meaning \$10,000 in cash). Thereafter, JC Official 3 arrived, and defendant Cardwell had a private discussion with JC Official 3. After defendant Cardwell and JC Official 3 joined the CW, they began discussing the CW's development interests in Jersey City. JC Official 3 told the CW that the CW would have "access" and that JC Official 3's job was to "smooth" everything "forward," and not let the bureaucracy "slow things down." The CW indicated that he needed both JC Official 3's and defendant Cardwell's help because the CW did not want to come into Jersey City "naked" and get "shafted." As the conversation continued, the CW informed JC Official 3 that: (a) the CW needed a guy to help with the CW's approvals and that JC Official 3 was the man and (b) the CW did not want to be treated like every other developer/applicant. In response, JC Official 3 told the CW that JC Official 3 could offer the CW advice and only wanted what was good for Jersey City. JC Official 3 further added that if he could "fast track" matters, then he would do so. After indicating that JC Official 3 had to leave, JC Official 3 and the CW started to leave the table for the parking lot. On the way out to the parking lot, while alone with defendant Cardwell, the CW asked defendant Cardwell if JC Official 3 was "cool." Defendant Cardwell responded affirmatively. The CW then asked defendant Cardwell if the CW would be embarrassed. Defendant Cardwell said no. Thereafter, JC Official 3 and the CW walked out to the parking lot. The CW indicated that he had something for JC Official 3 in the car. JC Official 3 then told the CW that he did not do that, and that the CW should deal with defendant Cardwell, who knew both JC Official 3 and the mayor. JC Official 3 told the CW that there would be events and tickets and that defendant Cardwell knew the "playing field."

10. Thereafter, the CW went back inside the restaurant, where defendant Joseph Cardwell asked the CW if "it went alright" and if JC Official 3 "took it." The CW said "no." Defendant Cardwell then reminded the CW that JC Official 3 did not know the CW and that

defendant Cardwell would "handle that." Defendant Cardwell further told the CW that defendant Cardwell had explained everything to JC Official 3 and that defendant Cardwell would "handle" that. Defendant Cardwell indicated that he would "warm" JC Official 3 "up" and that JC Official 3 was being "cautious." A short while later, JC Official 3 returned to the restaurant and continued the meeting with defendant Cardwell and the CW. After JC Official 3 departed, defendant Cardwell again reminded the CW that JC Official 3 trusted defendant Cardwell; that JC Official 3 did not know the CW and that JC Official 3 wanted the CW to go through defendant Cardwell. In response to the CW's purported concern of not wanting JC Official 3 to "expose" the CW, defendant Cardwell stated that JC Official 3 did not want that either.

11. On or about August 15, 2008, defendant Cardwell met the CW in Jersey City. Defendant Cardwell indicated to the CW that JC Official 3 would help the CW with the CW's approvals. Thereafter, defendant Cardwell accepted two envelopes each containing \$10,000 in cash--one for the benefit of JC Official 3 and one for defendant Cardwell's benefit. Later in the conversation, defendant Cardwell indicated that JC Official 3 was not a "private" guy (JC Official 3 was a public official), but that defendant Cardwell was, so that JC Official 3 had to be more cautious. Defendant Cardwell further stated that they would do things JC Official 3's way. Defendant Cardwell further indicated that, in JC Official 3's position, JC Official 3 could not be a "fool." Defendant Cardwell also told the CW that they would not need anyone else in Jersey City government to help the CW with the CW's approvals because there was only one person "over" JC Official 3, that being the mayor.

12. On or about September 5, 2008, defendant Cardwell met the CW at a restaurant in Jersey City. Defendant Cardwell stated that JC Official 3 would "take good care of" the CW. Defendant Cardwell further indicated that JC Official 3 had not taken possession of the \$10,000 in cash from the CW, but instead wanted defendant Cardwell to use the money to buy tickets for a fundraiser for another Jersey City official who was running for office in 2009. Defendant Cardwell further told the CW that Cardwell had explained "the whole 9 yards" to JC Official 3 and later indicated that JC Official 3 would do the "right thing." Defendant Cardwell later told the CW that he would give the money back to the CW before he would let the CW get screwed.

13. On or about September 24, 2008, defendant Joseph Cardwell, the CW and another individual met at a diner in Jersey City and, thereafter at another location. After the individual had parted their company, defendant Joseph Cardwell indicated to the CW that defendant Cardwell already had given JC Official 3 \$2,000 in connection with a political fundraising event. Defendant Cardwell told the CW that you have to do it (meaning, giving) in "drips."

14. On or about March 27, 2009, defendant Joseph Cardwell, the CW and two others met at a diner in Jersey City. After these two individuals departed, the CW asked if JC Official 3 was happy with everything that defendant Joseph Cardwell had given JC Official 3. Defendant Cardwell indicated yes. Defendant Cardwell further indicated that he had not given JC Official 3 the full \$10,000 yet, but had given JC Official 3 "close to" \$7,000, about "six and a half" (meaning approximately \$6,500). Defendant Cardwell further stated that he purchased tickets to political fundraising events with this money for JC Official 3 because that was the way that JC Official 3 wanted it done. Defendant Cardwell further reiterated that JC Official 3 would do whatever was necessary, including expediting approvals for the CW.