

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA : Criminal No. 09-
 :
 v. : 18 U.S.C. § 1951(a) and § 2
 :
 RANDOLPH CONDI : I N F O R M A T I O N

The defendant, having waived in open court prosecution by Indictment, the United States Attorney for the District of New Jersey charges that:

Obstruction of Interstate Commerce by Extortion
Under Color of Official Right

1. At all times relevant to this Information:

a. Defendant RANDOLPH CONDI was employed as a Building Inspector with the Department of Housing, Economic Development and Commerce, Office of the Construction Official, in Jersey City, New Jersey. As a Building Inspector, defendant CONDI was responsible for, among other things, enforcement of the Housing and Property Maintenance Code and inspection of properties subject to housing code compliance.

b. Two cooperating witnesses ("CW-1" and CW-2") owned and/or renovated residential properties in Jersey City, New Jersey, (collectively referred to as "the Properties"). Each of the Properties owned and/or renovated by the CWs was, at various times throughout construction, inspected by defendant CONDI. CW-1 and CW-2 both purchased and used materials in their respective

businesses that have traveled through interstate commerce.

c. From at least as early as in or about December 2008, defendant CONDI: (i) accepted corrupt cash payments in exchange for his official assistance in, and forbearance from, providing inspection approvals; (ii) agreed to accept corrupt cash payments in exchange for either his agreement to inspect projects at the Properties and/or passing inspections for construction and work that he never inspected; and (iii) solicited corrupt payments in exchange for his official assistance in providing approvals when failing to perform the necessary inspections.

Property #1

d. In or about 2005, CW-1 purchased a building in Jersey City and began construction (hereinafter, "Property #1"). Throughout the course of construction, various building inspectors visited the property for the purpose of inspecting projects during and/or after completion. In or about December 2008, defendant CONDI replaced one of the inspectors for Property #1.

e. On or about January 9, 2009, defendant CONDI and CW-1 met at Property #1 in Jersey City, New Jersey. During that meeting, which was consensually recorded, defendant CONDI was informed by CW-1 that CW-1 did not have cash for defendant CONDI at that time and needed to go the bank. Defendant CONDI advised

CW-1 that while the money was "not a requirement," the money "makes it easier for you. . . if you show gratitude we love it. . . If you're giving me a gratuity because I made your life easier, fine."

f. Later that same day, defendant CONDI met CW-1 at Property #1 for the purpose of defendant CONDI accepting a \$500 corrupt cash payment in exchange for defendant CONDI's expedited inspection of the property. During this meeting, which was consensually recorded, defendant CONDI accepted the \$500 corrupt cash payment.

Property #2

g. In or about January 2008, CW-2 began converting a five-family residential property into a six-family residential property in Jersey City, New Jersey (hereinafter, "Property #2"). Property #2 was a three-story structure with three apartments on the first floor, two apartments on the second floor, and one apartment on the third floor.

h. In or about July 2008, defendant CONDI, while inspecting a building nearby, noticed that CW-2 was renovating Property #2. Defendant CONDI visited Property #2 and, when defendant CONDI discovered that renovations were being performed without permits, defendant CONDI told CW-2 that Jersey City could assess CW-2 a substantial fine. Defendant CONDI also stated that he could make sure that the fine was minimal as long as CW-2

would take care of him. Specifically, defendant CONDI told CW-2 not to bother applying for permits because it would "open a can of worms." Defendant CONDI further instructed CW-2 to "keep it quiet."

i. Defendant CONDI also instructed CW-2 to obtain architectural plans and to bring those plans with CW-2 to the Jersey City Building Department. While there, defendant CONDI instructed an employee to assess the minimal fine (as opposed to the larger fine), which CW-2 paid immediately.

j. Thereafter, defendant CONDI arranged to visit Property #2 every two or three weeks for the purpose of collecting approximately \$500 corrupt cash payments each time. Defendant CONDI accepted these payments in exchange for his official forbearance from reporting CW-2's failure to obtain the appropriate permits to the Building Department. On one such occasion, CW-2 was only able to pay defendant CONDI \$400 at which time defendant CONDI told CW-2 that CW-2 would have to do better. Defendant CONDI instructed CW-2 to contact him directly for the final inspection.

k. On or about January 16, 2009, defendant CONDI and CW-2 met at Property #2 in Jersey City, New Jersey. During the consensually recorded meeting, defendant CONDI accepted another \$500 corrupt cash payment in exchange for defendant CONDI's agreement not to inform the Building Department about CW-2's

failure to obtain permits and inspections. Also during this meeting, defendant CONDI advised CW-2 how to deal with a plumbing permit issue by having the plumber write a letter to the Building Department falsely stating that none of the plumbing work was completed, even though, in fact, it had been.

1. On or about January 28, 2009, defendant CONDI and CW-2 again met at Property #2. During the consensually recorded meeting, defendant CONDI accepted another \$500 corrupt cash payment in exchange for defendant CONDI's agreement not to inform the Building Department about CW-2's failure to obtain the appropriate permits and inspections. During this meeting, defendant CONDI again instructed CW-2 how best to avoid drawing attention to Property #2 and the fact that the appropriate permits and inspections had not been obtained.

2. From in or about July 2008 to in or about January 2009, in Hudson County, in the District of New Jersey and elsewhere, defendant

RANDOLPH CONDI

did knowingly and willfully attempt to obstruct, delay and affect interstate commerce by extortion under color of official right - that is, by demanding and accepting corrupt payments that were paid by CW-1 and CW-2, with each CW's consent, in exchange for defendant RANDOLPH CONDI's official assistance as a building inspector to include timely and expedited property inspections

and forbearance from reporting violations to the Building Department as specific opportunities arose.

In violation of Title 18, United States Code, Section 1951(a) and Section 2.

RALPH J. MARRA, JR.
Acting United States Attorney