

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA : Criminal No. 09-
 :
 v. : 18 U.S.C. § 1951(a) and § 2
 :
 DAVID HARRINGTON : 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 DAVID HARRINGTON 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, DAVID HARRINGTON 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") were the owner and an employee, respectively, of a real estate development/construction company based in Jersey City, New Jersey. CW-1, as the owner, was in the business of purchasing, developing and re-selling residential properties in the Jersey

City area. As a prerequisite to selling each property, CW-1 was required to, among other things, obtain approvals from building inspectors. CW-1's business was based in New Jersey and paid for goods and services in interstate commerce.

2. From in or about January 2004 to in or about November 2006, DAVID HARRINGTON: (i) accepted corrupt payments and benefits in exchange for his official assistance by providing timely and expedited inspections; (ii) agreed to accept and accepted corrupt payments and benefits in the form of free home improvements performed on DAVID HARRINGTON's personal residence, ("HARRINGTON's RESIDENCE") in exchange for his official assistance by providing timely and expedited inspections; and (iii) accepted corrupt payments and benefits in the form of paid tuition for fire inspection certification classes. Specific instances of this corrupt conduct included, but were not limited to, the following:

a. In exchange for DAVID HARRINGTON's timely and expedited inspections of CW-1's properties, DAVID HARRINGTON benefitted from CW-1's coordinating and paying contractors and subcontractors to work at HARRINGTON's RESIDENCE. This work entailed, among other things: (1) laying a new concrete driveway; (2) the purchase and installation of a new iron fence around the entire property; (3) completing siding repair; (4) completing roof repair; (5) providing one haul away dumpster; (6) the

purchase and installation of a new HVAC system; (7) the purchase and installation of an ice maker; and (8) rental of a Bobcat for use at HARRINGTON'S RESIDENCE.

b. In addition, and at CW-1's direction, DAVID HARRINGTON benefitted from CW-2 performing certain work at HARRINGTON'S RESIDENCE, which included, but was not limited to: (1) delivering a door (partial glass and partial wood) to HARRINGTON'S RESIDENCE; (2) providing approximately 10-15 slabs of sheet rock; (3) removing wood in connection with the deck and transporting the wood to Jersey City for disposal; (4) providing doors from CW-1's construction stock; (5) providing insulation from CW-1's construction stock; and (6) removing sections of a wood fence and transporting same to Jersey City for disposal. All of these items and services were paid for the benefit of DAVID HARRINGTON by CW-1 in exchange for DAVID HARRINGTON'S official assistance as a building inspector to provide expedited approvals and timely inspections of CW-1's properties.

c. In or about September 2006, at DAVID HARRINGTON'S direction, and in his presence, CW-1 paid for "Fire Inspection Certification" classes that DAVID HARRINGTON was scheduled to take from September 2006 through May 2007. Specifically, DAVID HARRINGTON caused CW-1 to make a payment over the telephone using CW-1's credit card on behalf of DAVID HARRINGTON in connection with his registration for the class. CW-1 mailed the credit card

payment for this charge to a P.O. Box located in Wilmington, Delaware.

d. The approximate amounts of some, but not all, of the payments that DAVID HARRINGTON caused CW-1 to make on DAVID HARRINGTON's behalf in exchange for DAVID HARRINGTON's official assistance were approximately: (1) \$12,000 for the purchase of materials for work; (2) \$2,000 for the purchase of an ice maker; (3) \$1,079 for tuition paid for Fire Inspector School course; (4) \$15,000 for the purchase and installation of the HVAC system; (5) \$5,100 for the purchase and installation of the iron fence; (6) \$2,012 for use of the Bobcat; and (7) \$10,000 for time and materials in connection with paving the driveway at HARRINGTON's RESIDENCE.

3. From in or about January 2004 to in or about November 2006, in Hudson County, in the District of New Jersey and elsewhere, defendant

DAVID HARRINGTON

did knowingly and willfully 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, with CW-1's consent, in exchange for defendant DAVID HARRINGTON's official assistance as a building inspector to include, performing timely and expedited inspections of CW-1's properties 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