

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

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

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

Conspiracy to Commit Extortion Under Color of Official Right

1. At all times relevant to this Information, defendant MAHER Z. KHALIL was an Assistant Director with the Jersey City, New Jersey Department of Health and Human Services ("HHS"), and was a former official with the Jersey City Zoning Board of Adjustment.

2. At certain times relevant to this Information, Edward Cheatam was the affirmative action officer for Hudson County and a Commissioner on the Jersey City Housing Authority ("JCHA") in Jersey City, New Jersey. At certain times relevant to this Information, Edward Cheatam also was the Vice President of the Jersey City Board of Education.

3. At all times relevant to this Information, Mariano Vega was the City Council President of the Municipal Council for Jersey City, New Jersey. Mariano Vega also was employed full time by Hudson County as Director of the Department of Parks,

Engineering and Planning with an office in Secaucus, New Jersey.

4. At all times relevant to this Information, there was a cooperating witness (the "CW") who, at the direction of the Federal Bureau of Investigation ("FBI"), held himself out to be 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.

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

MAHER Z. KHALIL

did knowingly and willfully conspire and agree with Edward Cheatam, Mariano Vega, and others to obstruct, delay and affect interstate commerce by extortion under color of official right - that is, by obtaining corrupt cash payments and illicit political contributions from the CW, with consent, in exchange for defendant MAHER Z. KHALIL'S, Edward Cheatam's, Mariano Vega's, and others' official assistance, action and influence in Jersey City Government matters.

6. It was an object of the conspiracy that defendant MAHER Z. KHALIL, Edward Cheatam, Mariano Vega and others solicited, accepted and agreed to accept corrupt cash payments and illicit political contributions from the CW in

exchange for defendant MAHER Z. KHALIL'S, Edward Cheatam's, Mariano Vega's, and others' official assistance, action and influence in Jersey City Government matters.

7. It was part of the conspiracy that defendant MAHER Z. KHALIL accepted a total of approximately \$72,500 in corrupt cash payments from the CW in exchange for: (i) exercising and agreeing to exercise his official influence and assistance as a Jersey City official in the CW's favor as specific opportunities arose; and (ii) facilitating introductions and corrupt payments to other officials willing to accept corrupt payments in exchange for their official assistance in obtaining certain development approvals in Jersey City, New Jersey and elsewhere.

8. To further the conspiracy and effect its object, the following acts were committed (during, among other times, conversations recorded by federal law enforcement authorities) in the District of New Jersey and elsewhere:

a. On or about May 8, 2008, in Jersey City, New Jersey, defendant MAHER Z. KHALIL met with the CW and agreed to introduce the CW to other officials willing to accept corrupt payments in exchange for their official assistance in obtaining certain development approvals in Jersey City, New Jersey and elsewhere. In return, defendant MAHER Z. KHALIL agreed to accept corrupt payments from the CW for defendant MAHER Z. KHALIL's efforts in facilitating these meetings with, and anticipated

corrupt payments to, other officials.

b. On or about May 18, 2008, in Toms River, New Jersey, defendant MAHER Z. KHALIL accepted a corrupt cash payment of \$10,000 from the CW in exchange for defendant MAHER Z. KHALIL's official influence and assistance in attempting to obtain certain development approvals on a property located on Garfield Avenue in Jersey City, New Jersey (the "Garfield Development").

c. On or about May 29, 2008, in Jersey City, New Jersey, defendant MAHER Z. KHALIL agreed to introduce the CW to numerous Jersey City officials who, in exchange for corrupt payments, would exercise their official influence in favor of the CW regarding development approvals at the Garfield Development.

d. On or about July 1, 2008, in Jersey City, New Jersey, defendant MAHER Z. KHALIL accepted a corrupt cash payment of \$10,000 from the CW in exchange for defendant MAHER Z. KHALIL's continued official influence and assistance in obtaining development approvals on the Garfield Development.

e. On or about November 24, 2008, in Jersey City, New Jersey, defendant MAHER Z. KHALIL accepted a corrupt cash payment of \$5,000 from the CW in exchange for defendant MAHER Z. KHALIL's continued official influence and assistance in obtaining development approvals on the Garfield Development.

f. On or about December 18, 2008, in Jersey City, New

Jersey, Edward Cheatam met with and accepted a corrupt cash payment of \$10,000 from the CW, a payment previously arranged by defendant MAHER Z. KHALIL, in exchange for Edward Cheatam's official assistance in connection with development projects with Jersey City schools. After this meeting, defendant MAHER Z. KHALIL accepted a corrupt cash payment of \$5,000 from the CW in exchange for facilitating the corrupt payment to Edward Cheatam.

g. On or about May 6, 2009, in Jersey City, New Jersey, with the approval of Mariano Vega, defendant MAHER Z. KHALIL accepted a corrupt cash payment of \$10,000 on Vega's behalf from the CW in exchange for Mariano Vega's assistance and influence in obtaining development approvals on the Garfield Development project. At the request of Mariano Vega, defendant MAHER Z. KHALIL subsequently utilized 'straw' donors to convert the \$10,000 cash payment into campaign contributions to fund Mariano Vega's campaign committee.

h. On or about May 26, 2009, in Jersey City, New Jersey, defendant MAHER Z. KHALIL accepted \$10,000 in cash from Mariano Vega, after Mariano Vega had received the corrupt cash payment from the CW in exchange for Mariano Vega's official assistance in obtaining development approvals on the Garfield Development project. At the request of Mariano Vega, defendant MAHER Z. KHALIL again agreed to convert the \$10,000 corrupt payment to checks written on behalf of straw donors to Mariano

Vega's electoral campaign.

i. On or about July 9, 2009, in Jersey City, New Jersey, at the direction of Mariano Vega, defendant MAHER Z. KHALIL accepted a corrupt cash payment of \$10,000 from the CW in exchange for Mariano Vega's assistance and influence in obtaining development approvals on the Garfield Development project. At the further direction of Mariano Vega, defendant MAHER Z. KHALIL subsequently agreed to utilize 'straw' donors to illicitly convert the \$10,000 cash payment into campaign contributions to fund Mariano Vega's campaign committee.

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

Forfeiture Allegation

As the result of committing the aforementioned offense in violation of Title 18, United States Code, Section 1951(a), as alleged in this Information, defendant MAHER Z. KHALIL shall forfeit to the United States pursuant to 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461, all property, real and personal, that constitutes or is derived from proceeds traceable to the commission of the offense, including but not limited to, approximately \$72,500 in United States currency, in that such sum constitutes or is derived, directly or indirectly, from proceeds traceable to the commission of the conspiracy to commit extortion under color of official right.

If any of the above-described forfeitable property, as a result of any act or omission of defendant MAHER Z. KHALIL:

- (1) cannot be located upon the exercise of due diligence;
- (2) has been transferred or sold to, or deposited with, a third person;
- (3) has been placed beyond the jurisdiction of the Court;
- (4) has been substantially diminished in value; or
- (5) has been commingled with other property which cannot be subdivided without difficulty;

it is the intent of the United States, pursuant to 21 U.S.C. § 853(p), to seek forfeiture of any other property of defendant

MAHER Z. KHALIL up to the value of the above forfeitable property.

All in violation of Title 18, United States Code, Section 981 and Title 28 United States Code, Section 2461.

RALPH J. MARRA, JR.
Acting United States Attorney