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UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY

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UNITED STATES OF AMERICA                                 :         **CRIMINAL COMPLAINT**  
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LOUIS MANZO and   :  
RONALD MANZO   :         Mag. No. 09-8138 (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 January 2009 to in or about April 2009, in Hudson County, in the District of New Jersey and elsewhere, defendants

LOUIS MANZO and  
RONALD MANZO

and others, to include JC Official 1 and the Consultant, did knowingly and willfully conspire to obstruct, delay, and affect interstate commerce by extortion under color of official right, by accepting and agreeing to accept corrupt payments that were paid and to be paid by another, with that person's consent, in exchange for defendant LOUIS MANZO'S future official assistance in Jersey City Government matters.

In violation of Title 18, United States Code, Sections 1951(a) and 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 Louis Manzo was a candidate for Mayor of Jersey City, New Jersey, which election was held on or about May 12, 2009. He did not win this election bid. Defendant Louis Manzo previously had served in the New Jersey General Assembly from 2004 to 2008, where he represented the 31st legislative district which includes parts of Jersey City. Defendant Louis Manzo also served on the Hudson County Board of Chosen Freeholders from in or about 1990 to 1993.

2. At all times relevant to this Complaint, defendant Ronald Manzo was defendant Louis Manzo's brother, confidant and political advisor. On or about June 16, 2004, defendant Ronald Manzo pleaded guilty in federal district court in the Southern District of New York to insider trading and committing perjury during his testimony before the Securities and Exchange Commission in connection with his misconduct. At the time, defendant Ronald Manzo was employed as an insurance broker. On or about June 20, 2007, defendant Ronald Manzo was sentenced to 3 years of probation, and was ordered to pay a \$250,000 fine.

3. At all times relevant to this Complaint:

a. There was an individual who served as the Vice President of the Jersey City Board of Education (until on or about May 2009), and a commissioner of the Jersey City Housing Authority ("JC Official 1");.

b. There was an individual who represented himself to be the owner of a consulting firm based in New Jersey (the "Consultant"). The Consultant further represented that the Consultant was an advisor and confidant to defendant Louis Manzo, among others.

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.

d. There was an individual who represented himself to be an employee of the Jersey City Department of Health and Human Services and the Jersey City Zoning Board ("JC Official 2"). From in or about March 2008 to in or about July 2009, JC Official 2 accepted a series of corrupt payments from the CW in exchange for, among other things, assisting the CW with development matters before Jersey City Government and identifying other officials willing to accept payments and benefits in exchange for their official assistance to the CW in local development matters.

4. On or about January 7, 2009, JC Official 1 met with the CW at a restaurant in Jersey City. During the conversation, after JC Official 1 and the CW had discussed JC Official 1 exerting official influence to assist the CW, JC Official 1 explained to the CW that he would seek to introduce the CW to other government officials or politicians who could assist the CW with the CW's business interests. In this regard, JC Official 1 explained to the CW that he would introduce the CW to "the right people" and agreed with the CW that such people had to be people that JC Official 1 and the CW could trust. JC Official 1 further explained, in substance, that depending on the outcome of the mayoral election, either the incumbent Jersey City Mayor or defendant Louis Manzo would be important for the CW to work with in Jersey City. In addition, JC Official 1 explained that JC Official 1 also would introduce the CW to the Consultant.

5. On or about January 26, 2009, JC Official 1, JC Official 2, the CW and others met at a restaurant in Weehawken, New Jersey. The CW was advised by JC Official 2 at the meeting that the CW should meet with defendant Louis Manzo in connection with approvals for the CW's purported real estate developments in Jersey City. JC Official 1 indicated that such meeting had to occur outside of Jersey City, since JC Official 1, among others, could not openly support defendant Louis Manzo. JC Official 1 advised that by meeting with defendant Louis Manzo, they could "cover" both sides of the upcoming mayoral election "just in case," meaning should defendant Louis Manzo be elected Jersey City Mayor.

6. On or about February 16, 2009, JC Official 1 and the CW met at a restaurant in Jersey City. During the meeting, among

other things, JC Official 1 and the CW discussed paying, among others, defendant Louis Manzo "cash" in exchange for Louis Manzo's contemplated official assistance with the CW's approvals from Jersey City government in connection with the CW's purported development projects in Jersey City. In this regard, JC Official 1 and the CW discussed meeting defendant Louis Manzo outside of Jersey City.

7. On or about February 17, 2009, JC Official 1, the Consultant and the CW met at a restaurant in Jersey City, New Jersey. During this meeting, the parties continued to discuss the CW's development interests in Jersey City, among other locations. The Consultant indicated, among other things, that the Consultant could arrange a meeting with defendant Louis Manzo because Louis Manzo also was running for Mayor and such a meeting could be "insurance" in the event that Louis Manzo became mayor. The Consultant then agreed with JC Official 1 who indicated that they could pay cash to defendant Louis Manzo for his anticipated official assistance. The Consultant stated this arrangement could be "set up, no problem." The Consultant and JC Official 1 then agreed to accept an equal amount in cash from the CW as the CW paid to, among others, defendant Louis Manzo.

8. On or about February 23, 2009, defendant Louis Manzo, defendant Ronald Manzo, JC Official 1 and the CW met at a restaurant in Staten Island, New York. During the meeting, JC Official 1 explained to defendants Louis and Ronald Manzo that JC Official 1 and the CW were meeting with defendants Louis and Ronald Manzo so that defendants would be "favorable" to the CW as the CW developed real estate in Jersey City. JC Official 1 explained that JC Official 1 and the CW would be "doing some contributions to your campaign." Defendant Louis and Ronald Manzo were then advised that the CW's "main interest" was getting the CW's "approvals" and not "getting jerked around for 3 years." After defendants Louis Manzo and Ronald Manzo left this meeting, JC Official 1 and the CW continued speaking in the restaurant's bathroom. JC Official 1 agreed with the CW that when the CW met with defendants Louis Manzo and Ronald Manzo in the next few days, the CW should bring \$10,000 cash for defendant Louis Manzo, and that the cash should be provided to defendant Ronald Manzo.

9. On or about February 25, 2009, defendant Ronald Manzo, JC Official 1 and the CW met at a restaurant in Staten Island, New York in the early afternoon. Before defendant Ronald Manzo arrived at the meeting, JC Official 1 confirmed to the CW that defendant Ronald Manzo was "okay with the cash" and directed the CW to provide the cash to JC Official 1 so that JC Official 1 could pass such cash to defendant Ronald Manzo. JC Official 1 agreed that JC Official 1 would provide such cash to defendant Ronald Manzo in exchange for defendants Ronald Manzo's and Louis

Manzo's assistance with "approvals" for the CW's real estate projects in Jersey City. After defendant Ronald Manzo arrived at the meeting, Ronald Manzo and JC Official 1 were advised by the CW that the CW did not want to be treated "like every other developer" in Jersey City and that instead, the CW wanted to be able to provide the CW's real estate development plans to Jersey City government officials and demand "approvals" and to tell such officials "don't bother me." Defendant Ronald Manzo and JC Official 1 were further advised by the CW that the CW was a member of the "green" party [meaning, according to the CW, that transactions involving the CW would be conducted in cash]. Defendant Ronald Manzo further was informed by the CW that the CW wanted defendant Louis Manzo to promote JC Official 2 from one position in Jersey City government to a higher position, if defendant Louis Manzo was elected mayor (the "Promotion Transaction").

10. As the meeting continued, defendant Ronald Manzo advised JC Official 1 and the CW how to discuss their corrupt arrangement with defendant Louis Manzo. Among other things, defendant Ronald Manzo advised JC Official 1 and the CW to avoid using the word "approvals" with defendant Louis Manzo, but to instead use the word "opportunities." Defendant Ronald Manzo then agreed with the CW that "opportunities" was an appropriate "code word" to use with defendant Louis Manzo. At the end of this meeting, defendant Ronald Manzo watched JC Official 1 accept an envelope containing approximately \$10,000 cash from the CW. As defendant Ronald Manzo did so, Ronald Manzo was advised by the CW that the CW was making an "investment" in defendants Louis Manzo and Ronald Manzo in exchange for the CW's approvals, and defendant Ronald Manzo claimed that he "didn't see" JC Official 1 accept the envelope from the CW and agreed with the CW when the CW related to defendant Ronald Manzo "you don't know nothing." While JC Official 1 was in possession of the envelope, defendant Ronald Manzo then entered JC Official 1's car.

11. Before another meeting that occurred on or about February 25, 2009 later in the afternoon in Jersey City, New Jersey, involving, among others, JC Official 1, the Consultant, and the CW, JC Official 1 explained to the CW that JC Official 1 spoke with defendants Louis Manzo and Ronald Manzo, and that during that conversation, they indicated that they wanted \$15,000 from the CW in exchange for: (a) the defendant Louis Manzo's official assistance with the CW's real estate development interests and (b) defendant Louis Manzo's agreement in connection with the Promotion Transaction. JC Official 1 then explained that he told defendants Louis Manzo and defendant Ronald Manzo that "we'll work on 10 [meaning \$10,000] and see what we can do." JC Official 1 further suggested that it may not make sense for the CW to give defendant Louis Manzo and defendant Ronald Manzo

this entire amount yet, because JC Official 1 and the CW should "wait and see" whether defendant Louis Manzo would be successful in the upcoming election.

12. On or about March 4, 2009, defendants Louis and Ronald Manzo, JC Official 1 and the CW met at a restaurant in Staten Island, New York. During this meeting, and before JC Official 1 and the CW met with defendants Louis Manzo and Ronald Manzo, JC Official 1 confirmed that he provided Ronald Manzo the \$10,000 discussed above in paragraph 10. As the meeting continued among defendants Louis Manzo and Ronald Manzo, JC Official 1 and the CW, defendant Louis Manzo confirmed for the CW that JC Official 1 had provided him with the \$10,000 discussed above, and agreed to accept more money at a later date from the CW, including after the Mayoral election, in exchange for the Promotion Transaction, more "opportunities" and "approvals."

13. On or about March 5, 2009, defendant Ronald Manzo, JC Official 1 and the CW met at a restaurant in Staten Island, New York. During this meeting, defendant Ronald Manzo confirmed the CW would receive assistance with approvals for his purported development projects in Jersey City. Defendant Ronald Manzo further remarked that no one would know of their meetings, in response to the CW indicating that JC Official 2 had been informed of an earlier meeting among defendant Ronald Manzo, defendant Louis Manzo, JC Official 1 and the CW. The CW reported that the CW told JC Official 2 that the CW had everything under control and that, after the election, JC Official 2 would be promoted to become the Director of a particular Jersey City government department. Defendant Ronald Manzo told the CW not to tell JC Official 2 anything about that now. Defendant Ronald Manzo further indicated that it was easy to promote someone to a Director's position, but hard to promote someone in connection with a civil service position. After the meeting, JC Official 1 accepted an envelope containing \$7,500 in cash (a portion of the \$15,000 referred to in paragraph 11) from the CW. At the time that JC Official 1 accepted this envelope from the CW, JC Official 1 was informed by the CW that the envelope contained \$7,500 and was asked to ensure that JC Official 2 was "taken care of." In reply, JC Official 1 said that JC Official 2 would be "taken care of." In a later telephone call with the CW, JC Official 1 confirmed that JC Official 1 had given this money to defendant Ronald Manzo.

14. On or about March 25, 2009, at approximately 11:43 p.m., FBI agents intercepted an outgoing phone call from the Consultant's cell phone to JC Official 1. During this call, among other things, the Consultant advised JC Official 1 that the Consultant had learned that JC Official 2 approached the Jersey City Mayor and offered to introduce the CW to the Mayor. They

agreed that JC Official 2 was attempting to impress the Mayor to obtain a promotion to a certain position. JC Official 1 then related to the Consultant that JC Official 1 had told JC Official 2: "You can't get that under {the Mayor's} administration. That piece has already been given up.' I worked it out for [JC Official 2] to get it under [defendant Louis] Manzo, and if Manzo gets in, then that's a different story." The Consultant stated that the Consultant was not sure that the Consultant "would give it to [JC Official 2] under the Manzo Administration."

15. On or about April 23, 2009, the Consultant, JC Official 1 and the CW met defendant Ronald Manzo at a restaurant in Bayonne, New Jersey. During this meeting, the CW indicated to defendant Ronald Manzo that they would do "that thing" [meaning give him a cash payment for the benefit of defendant Louis Manzo]. The CW further stated "[j]ust make sure your brother [defendant Louis Manzo] gets me expedited." Defendant Ronald Manzo replied, "There's no question." Defendant Ronald Manzo then added, "It's only because of good government and has nothing to do with anything else - it makes sense," while winking at the CW. The CW told defendant Ronald Manzo that "after the election" he would "see him with another 10" [meaning an additional \$10,000 cash payment to be passed on to defendant Louis Manzo in exchange for his anticipated official action]. The CW added, "and then [JC Official 2] . . . you know the balance on that, don't worry, I didn't forget" [referring to the remaining \$7,500 of a total \$15,000 payment expected by defendants Louis Manzo and Ronald Manzo as part of the Promotion Transaction]. The CW asked, "But he's in, right? Mr. Director?" and defendant Ronald Manzo replied, "Yes. But we don't have to mention that." Following the meeting, while in the parking lot, the CW told JC Official 1 that the CW would give JC Official 1 \$10,000 cash for defendant Ronald Manzo to pass on to defendant Louis Manzo. The CW removed an envelope containing \$10,000 in cash from the CW's car and handed it to JC Official 1, telling JC Official 1 that the \$10,000 was in the envelope. The CW added, "Just make sure he gets my stuff expedited. I told him I'd give him another \$10,000 after the election. And another \$7,500 for [JC Official 2]." JC Official 1 said, "Okay," took the envelope and returned inside the restaurant. Minutes later, defendant Ronald Manzo and JC Official 1 left the restaurant and met the CW outside. The CW then observed defendant Ronald Manzo receive the envelope (which itself was wrapped in a map) containing the \$10,000 in cash from JC Official 1.

16. On or about April 23, 2009, at approximately 4:26 p.m., FBI agents intercepted an incoming call to the Consultant's cell phone from JC Official 1. During that call, JC Official 1 stated, "Hey, you know after we left the Bayonne meeting, me, [defendant Ronald] Manzo, and [the CW] was in the, uh, parking

lot . . . Guess who we run into? . . . [a state assemblyman]."  
JC Official 1 stated that "I didn't want nothing to do with the  
guy. I didn't even want him to see me." The Consultant,  
inquiring as to the payment made to defendant Ronald Manzo on  
behalf of defendant Louis Manzo, subsequently asked JC Official  
1: "What'd we do for Manzo?" JC Official 1 replied, "Uh, 10," a  
reference to the \$10,000 in cash that defendant Ronald Manzo had  
accepted from the CW through JC Official 1.