
UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA : **CRIMINAL COMPLAINT**
 :
 v. :
 :
 MARIANO VEGA : Mag. No. 09-8131 (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 March 2009 to in or about July 2009, in Hudson County, in the District of New Jersey and elsewhere, defendant

MARIANO VEGA

and others, to include JC Official 2, 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 and structured campaign contributions that were paid and to be paid by another, with that person's consent, in exchange for defendant MARIANO VEGA'S 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.

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

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 Mariano Vega (hereinafter "defendant Vega") was the City Council President of the Municipal Council for Jersey City, New Jersey. Defendant Vega also was employed full time by Hudson County as a department director with an office in Secaucus, New Jersey. According to defendant Vega, he also previously had been a member of the Jersey City Planning Board.

2. At all times relevant to this Complaint:

a. There was an individual who represented himself to be an Assistant Director with the Jersey City Department of Health and Human Services ("HHS") and a member of the Jersey City Zoning Board of Adjustment (the "Zoning Board") (hereinafter, "JC Official 2");

b. There was a cooperating witness (the "CW") who had been charged in a federal criminal complaint with bank fraud in or about May 2006. Pursuant to the FBI's investigation and under its direction, the CW posed as a real estate developer interested in developing properties in the greater Jersey City area.

3. On or about March 5, 2009, at a restaurant in Jersey City, defendant Vega met with JC Official 2 and the CW. Before defendant Vega arrived, JC Official 2 advised the CW that the CW could discuss with defendant Vega the development projects that the CW purportedly was interested in doing in Jersey City. The CW inquired of JC Official 2 if defendant Vega would accept cash for his official assistance, to which JC Official 2 responded that the CW could probably give defendant Vega a check (for a political contribution) and that defendant Vega would be "on board" with that. In addition to indicating that defendant Vega was the Jersey City Council President, JC Official 2 stated that defendant Vega was a "big boss" in Hudson County government. In further describing defendant Vega's role on the city council, JC Official 2 told the CW that defendant Vega was responsible for making sure that matters were on the agenda at city Council

meetings and that defendant Vega ran the city council.

4. When defendant Vega arrived at the meeting, JC Official 2 introduced Vega to the CW as the most "powerful" individual in Jersey City. Shortly thereafter, defendant Vega was informed by the CW that the CW was interested in developing a property on Garfield Avenue in Jersey City. JC Official 2 advised the CW that defendant Vega was a "friend" and would help the CW. Defendant Vega added: "If I can." As the conversation progressed, defendant Vega asked JC Official 2 and the CW how he might be able to help. Defendant Vega was advised by the CW that the CW would need assistance with the CW's approval for this development and did not want to engage the City of Jersey City in applying for approvals for a development before the CW knew that he had officials who would favorably assist him. Defendant Vega, indicating a willingness to help the CW, stated that he would set up meetings with Jersey City's Housing, Economic Development and Commerce Department Director. Defendant Vega assured the CW that the CW would not have to wait years and then not receive approvals. If there were problems with the CW's development projects, then the CW would be notified quickly. After discussing fundraising and some details about one of the CW's proposed development projects, among other things, defendant Vega instructed the CW to give him a business card and to mail defendant Vega materials relating to a site plan for the proposed development. Shortly thereafter, JC Official 2 stated that it was important that defendant Vega get reelected (at this time, defendant Vega was running for reelection to his council seat, with such election to be held on or about May 12, 2009) because it would take some time for the CW's development project to come to fruition. The CW informed defendant Vega that the CW was "generous;" that the CW needed approvals and that the CW would do what the CW had to do. Defendant Vega responded by saying that there was never in defendant Vega's mind, nor did he want to be involved in, "any quid pro quo" and that he wanted to be up front with the CW about that. Defendant Vega suggested to the CW that there were many ways for the CW to provide financial support, including providing contributions to candidates who were allies of defendant Vega. Defendant Vega was informed by the CW that the CW did not want to contribute directly, and indicated that the CW had companies who would contribute. Defendant Vega replied that this was a "good way" to do it. Later in the conversation, the CW informed defendant Vega that the CW would do the "right thing" and that defendant Vega would not be dissatisfied. Immediately thereafter, JC Official 2 added that there was "nothing in return," it was just that defendant Vega was the "best" in Jersey City and "pro-development." After defendant Vega departed, JC Official 2 asked the CW if the CW wanted JC Official 2 to pick up a contribution check from the CW and give it to defendant Vega. The CW told JC Official 2 "we'll see" and indicated that they would have another meeting with defendant Vega.

5. On or about March 17, 2009, at a restaurant in Jersey City, defendant Vega met with JC Official 2 and the CW. JC Official 2 again advised the CW that defendant Vega was the most powerful man in Jersey City and next in line to the Jersey City mayor. Defendant Vega remarked to JC Official 2 and the CW that defendant Vega had been on the city council for 12 years and that he would like to become the mayor or a congressman. Shortly thereafter, defendant Vega asked the CW if the CW obtained the information on the CW's project, to which the CW replied that with respect to the proposed Garfield Avenue project, the CW should have plans within about ten days. The parties then discussed zoning issues with respect to the Garfield Avenue property. The CW remarked that with respect to these issues, it depended if the CW had "friends" or "enemies." Defendant Vega then explained the considerations of developing this property. Defendant Vega disclosed to JC Official 2 and the CW that the state was planning legislation that potentially could assist in defraying some of the infrastructure costs with respect to such development. Defendant Vega indicated that this information was something that was being disclosed to JC Official 2 and the CW early, before it got "out of" the "box."

6. Indicating the CW's appreciation for this information, the CW stated that the CW was in "good hands." Defendant Vega responded: "like Allstate." Defendant Vega then accepted a \$2,600 check made payable to the election fund of Mariano Vega, which defendant Vega placed in his inside jacket pocket. Shortly thereafter, in response to the CW stating that the CW knew that the CW had people like defendant Vega who would help the CW out with the CW's approvals and do the "right thing" in Jersey City, defendant Vega indicated that whether he could help the CW or not, Vega would not "string" the CW "out." Defendant Vega indicated that he understood that the CW did not want to be "blindsided," and wanted to have questions answered "up front" about what was "doable." On the other hand, defendant Vega indicated that he did not want the CW to think that because the CW knew defendant Vega, the CW could "fuck the world." Defendant Vega and the CW agreed that they should keep quiet and be smart. The CW further informed defendant Vega that the check that the CW gave defendant Vega was "only a small token," and that the CW could be more generous as the election got closer, but had to figure out ways to contribute without the contributions coming back directly to the CW. Shortly thereafter, defendant Vega confided to JC Official 2 and the CW that defendant Vega liked being "up front" with what he knew and that if this stopped the CW from making a mistake, then it would save the CW time and money. As the conversation progressed, defendant Vega suggested that the CW provide a contribution to the incumbent mayor (who also was running for reelection) because that was "smarter." As they were concluding the meeting, the CW told defendant Vega that the CW wanted to do something on a "larger scale" for defendant Vega. The CW further informed defendant Vega that the CW

appreciated defendant Vega's assistance and that the CW knew that defendant Vega would not forget the CW when it came to the CW's approvals, to which defendant Vega responded that he would not "forget" that.

7. On or about April 27, 2009, at a dining facility in a hotel in Jersey City, defendant Vega met with JC Official 2 and the CW. The parties discussed a development plan for the Journal Square area in Jersey City. Defendant Vega indicated that he was supportive of such a project but would not actively support it until after the election. Defendant Vega alluded to the fact that defendant Vega was a "green" guy, referring to "smart growth." The CW remarked that defendant Vega's definition of "green," was different from the CW's definition of "green." Defendant Vega was informed by the CW that the CW would submit an application for a zone change for the Garfield Avenue property after the election. Defendant Vega indicated that September was a good month to place things on the agenda because matters were "more routine" at that time. Defendant Vega agreed with CW that such items would cause less attention, then quickly added "not that we" do not want "transparency." With respect to placing matters on agendas, such as the planning or zoning boards' agendas, defendant Vega ensured the CW that there would be no delay, because he would advise the CW not to try to get something on the agenda, if defendant Vega foresaw delay. The CW informed defendant Vega that defendant Vega could count on the CW as a friend and that the CW would do "everything" through JC Official 2. Defendant Vega thereafter mentioned that he also ran a charity that defendant Vega used for non-political purposes.

8. As the meeting continued, the CW asked if the CW should make contributions through JC Official 2, to which defendant Vega responded that the CW should do "whatever" the CW thought was "appropriate" and that defendant Vega just wanted it to be "legal." Thereafter, the CW advised defendant Vega that the CW would go through JC Official 2 by giving "green," (meaning cash) to JC Official 2 who would, in turn, provide contribution checks to defendant Vega. The CW then stated to just make sure that in August and September when the CW sought approvals or a zoning change, defendant Vega did not "forget" the CW's name and number, to which defendant Vega responded, "I have a good memory." As the conversation continued, the CW further informed defendant Vega that the CW was going to give JC Official 2 "ten" (meaning \$10,000), which caused defendant Vega to ask if the CW could do "something" for the charity. The CW replied that he would give \$10,000 to JC Official 2 and let defendant Vega and JC Official 2 work it out. Defendant Vega thanked the CW. After defendant Vega departed the meeting, JC Official 2 was advised by the CW that the CW would obtain \$10,000 for the benefit of defendant Vega.

9. On or about May 6, 2009, at a dining facility in a

hotel in Jersey City, defendant Vega met with JC Official 2 and the CW. At this breakfast meeting, before JC Official 2 arrived, defendant Vega was informed by the CW that the CW had brought \$10,000 and would give it to JC Official 2, to which defendant Vega responded "yes." The CW further informed defendant Vega that defendant Vega and JC Official 2 could determine how to handle this money, but that the CW did not want the CW's name reported "anywhere" with respect to this money. Defendant Vega further was informed by the CW that the CW was preparing the Garfield Avenue application, to which defendant Vega responded that he was meeting with a Jersey City official on Friday regarding this matter and was going to give counsel a "full" briefing on it. Defendant Vega further indicated that he needed to see a "draft" from the CW to see whether this initiative was "possible." After being informed by defendant Vega that the municipal election was Tuesday, the CW further advised defendant Vega that the CW would give \$10,000 today and another \$10,000 after the election.

10. After JC Official 2 arrived, the CW indicated to JC Official 2 that the CW was going to give JC Official 2 \$10,000 in cash for the benefit of defendant Vega and that the money was in the trunk of the CW's car. JC Official 2 asked the CW if defendant Vega wanted "checks." The CW responded that the CW did not know and that JC Official 2 could ask defendant Vega. The CW further stated that the CW did not care how defendant Vega used the money and that as long as defendant Vega was "happy," the CW was "happy." Later in the meeting, defendant Vega confirmed that the CW could give this money to JC Official 2 and that defendant Vega and JC Official 2 then would work it out. Immediately thereafter, the CW advised defendant Vega to "know" that the CW was in defendant Vega's "corner," and that in September, with respect to the CW's zoning change, that defendant Vega ensure that it was expedited and not lost at the "bottom of the pile." Defendant Vega responded that he kept "focused." Then, the CW told defendant Vega that they would have breakfast again next week, and that the CW would give defendant Vega another \$10,000 for a "victory party" to which defendant Vega expressed his "thanks," and stated that this would buy "a lot of pretzels." The CW then asked defendant Vega to make sure that defendant Vega did not put the CW's name on anything, to which defendant Vega replied "no, no" "we're going to do it the correct way" and that defendant Vega wanted this to be "legit." As the meeting was concluding, JC Official 2 asked defendant Vega what he wanted JC Official 2 to do with this money. Defendant Vega instructed JC Official 2 to have people write checks. Thereafter, while outside the hotel, JC Official 2 accepted an envelope containing \$10,000 in cash from the CW and departed. Then, defendant Vega was informed by the CW that the CW would see defendant Vega next week and "we'll" do "the same" and that the CW would wait until September to seek approvals. Defendant Vega indicated that after his meeting on Friday with a Jersey City official, defendant Vega

would know where things were "at."

11. On or about May 26, 2009, at a restaurant in Jersey City, defendant Mariano Vega met with JC Official 2 and the CW. Before defendant Vega arrived, JC Official 2 informed the CW that he had converted the \$10,000 cash (referenced in the previous paragraph) to campaign contribution checks issued by at least approximately three individuals for the benefit of defendant Mariano Vega. JC Official 2 informed the CW that defendant Vega was "very, very" happy. JC Official 2 further informed the CW that defendant Vega also had obtained information from JC Official 2 regarding the identity of these contributors to include on election law reports. After defendant Vega arrived, defendant Vega was informed by the CW that the CW anticipated that the CW's purported Garfield Avenue project would be coming up for a change in zoning. The parties then discussed the importance of meeting another candidate for Jersey City council to garner that person's support for the CW's project because, as defendant Vega told the CW, every council person had a vote and that was the way that the CW had to look at it. The CW informed defendant Vega that the CW would provide cash financial support for this council candidate through defendant Vega and that the CW did not want the CW's name put on anything. The CW further informed defendant Vega and JC Official 2 to just make sure that this candidate supported the CW.

12. As the May 26th meeting continued, the CW further informed defendant Vega as to the purported status of the Garfield Avenue project and that the CW anticipated needing a zoning change. The CW further informed defendant Vega that the CW had another \$10,000 "green" (meaning cash) for defendant Vega. The CW thereafter asked defendant Vega not to forget the CW in "July," "August" and "September," and to make sure that the CW had defendant Vega's support and that defendant Vega would expedite the CW's matters. In response, defendant Vega told the CW that he was going to meet with a Jersey City official about the Garfield Avenue parcel. The CW further said to defendant Vega to make sure that the CW was a "friend." In response, defendant Vega recognized that the CW wanted to build in Jersey City and indicated to the CW that Jersey City wanted to be business friendly.

13. Near the end of the meeting, after the parties left the table, the CW asked JC Official 2 if the CW should give the \$10,000 in cash directly to defendant Vega, to which, JC Official 2 replied to the CW to ask defendant Vega and that defendant Vega probably would get worried. Thereafter, outside of the restaurant, defendant Mariano Vega received from the CW an envelope containing \$10,000 in cash. Defendant Vega gave this envelope to JC Official 2, asking, "can I give this to you [JC Official 2]?" JC Official 2 then asked defendant Vega if defendant Vega wanted to get "checks." Defendant Vega replied

that he would "prefer" that. Shortly thereafter, the CW told defendant Vega to just make sure that the CW had defendant Vega's vote on the Garfield Avenue project. In response, defendant Vega asked the CW to let defendant Vega know the "fucking plan" regarding the project. The CW then stated that the CW wanted a "friend," to which defendant Vega responded that the CW had a "friend." The CW further indicated to defendant Vega that the CW would provide "any thing" that the defendant needed. Defendant Vega then indicated it was important for the CW to help the Jersey City Council candidate referred to in paragraph 11 and another council candidate.

14. On or about June 2, 2009, JC Official 2 met the CW at a restaurant in Union City. JC Official 2 told the CW that he had spoken to defendant Vega. Later in the conversation, JC Official 2 indicated to the CW that defendant Vega had a lot of influence in Jersey City. Referring to the \$10,000 cash that JC Official 2 had received from defendant Vega through the CW at the meeting on or about May 26th summarized above, JC Official 2 told the CW that he had converted that cash into four \$2,500 checks made payable to "Friends of Mariano Vega," a political fund. JC Official 2 told the CW that JC Official 2 had to travel to Astoria in Queens County, New York, to pick up one of these checks and that JC Official 2 was due to meet with defendant Vega that afternoon. Thereafter, JC Official 2 accepted \$5,000 in cash from the CW for JC Official 2's assistance in this arrangement. JC Official 2 replied "[a]bsolutely," after the CW asked JC Official 2 to introduce the CW to more people like defendant Vega who could help the CW expedite and obtain government approvals in connection with the CW's purported development projects. JC Official 2 further informed the CW that JC Official 2 was meeting defendant Vega at 3 p.m. that day at a specific location in Jersey City to drop off the checks--JC Official 2 agreed to this meeting place because JC Official 2 did not want anyone to "find out" what they were doing.

15. On or about July 9, 2009, defendant Vega, JC Official 2 and the CW met at a restaurant in Jersey City. During this meeting, defendant Vega was congratulated by the CW for prevailing in the recent city council election. The CW also informed defendant Vega that the CW's plans for the Garfield Avenue project would be complete the following week and that the CW expected to come in for a zone change in September "if that's okay with you." Defendant Vega told the CW, "Yeah, let me see the plans and I'll talk to [Jersey City Planning Official] and see where he's at." The CW confirmed "[Jersey City Planning Official] and all those guys." Defendant Vega and the CW then discussed the CW's plans for the property development, including issues of density and recreation. Defendant Vega remarked that it made sense to "have some amenities," including a dog run and a basketball or tennis court. Defendant Vega also stated that "the city needs rateables." Defendant Vega and the CW then went on to

discuss costs associated with the project. Defendant Vega was told by the CW: "[Y]ou're talking about spending a couple hundred million dollars, you know, everything, it costs me on the side, this and that, that's all small stuff, you know. I promised you before the election, the total of the 30 [referring to the \$30,000 in total payments from the CW for defendant Vega's benefit to date], and I'll be there for you. Anything you need from me, I'll be your go-to man." Defendant Vega told the CW, "I want to do the right thing for the city . . . coming up with rateables, coming up with jobs. . . ." Defendant Vega was assured by the CW that he would have a No Further Action Letter ("NFA") ensuring the site's cleanliness within weeks. Later during the meeting, the conversation returned to the Garfield Avenue project, and defendant Vega was informed by the CW that the CW was nervous in light of his upcoming bid for a zone change in September, and that the CW needed defendant Vega's "support." Defendant Vega told the CW that he needed to see the plans, to which the CW responded, "I need to make sure I have a trusted friend that will support me, it means a lot to me. This is a personal favor and assistance to me." Defendant Vega told the CW, "We're going to look at the project very carefully." The CW said, "I appreciate it." Defendant Vega then asked the CW, "Has the redevelopment agency designated you?" to which the CW replied, "I don't think so, but we have applications ready to go. I'm not going to file anything until the NFA is in hand I come in front of you guys the beginning of September and, you know, if I'm treated like every schmuck out there, I'm in trouble." Defendant Vega, removing a pen and piece of paper from his pocket in order to take notes, asked the CW for the address, and the CW said "740 through 760 Garfield Avenue." Defendant Vega proceeded to record the information and told the CW, "I'm going to call [Jersey City Redevelopment Official] and find out where he's at." The CW asked defendant Vega, "Who's he . . . , he's the planner?" and defendant Vega clarified that the Jersey City Redevelopment Official was a high-ranking official at that agency. The CW said, "Anything you can do to support me." Later in the meeting, defendant Vega again told the CW that the Jersey City Redevelopment Official was the individual defendant Vega planned to call on the CW's behalf. The CW asked defendant Vega, "So you're gonna let me know how you make out with him?" and defendant Vega nodded yes and said that he had put the CW's phone number behind the CW's card. Defendant Vega then proceeded to provide the CW with defendant Vega's business card and cell phone number.

16. At the conclusion of the meal, JC Official 2 stepped outside of the restaurant, and defendant Vega told the CW that defendant Vega would come out to the CW's car and look at the map of the Garfield Avenue property. As defendant Vega and the CW were leaving the restaurant, defendant Vega was assured by the CW, "I promised you before the election, I told you I'd do another ten [meaning \$10,000]. You want me to do it the same way

I did last time through [JC Official 2] or give it to you?" Defendant Vega nodded yes and told the CW to provide him with the \$10,000 through "[JC Official 2]." As defendant Vega and the CW walked to the parking lot, the CW told defendant Vega, "Anything you need you can count on me, and defendant Vega replied, "I appreciate it." Once out in the parking lot, defendant Vega asked the CW, "So next week you'll get that to me [meaning the development plans]" and then followed the CW to the CW's car to look at the Garfield Avenue map. The CW retrieved both the map and an envelope containing the \$10,000 cash that defendant Vega had directed the CW to provide to JC Official 2, and defendant Vega proceeded to review the map with the CW. Defendant Vega told the CW that defendant Vega wanted to keep the map. Waving the envelope of cash in the direction of defendant Vega, the CW told defendant Vega that "this is the \$10,000 I promised before the election," and defendant Vega told the CW to "give it to [JC Official 2]." JC Official 2 then approached defendant Vega and the CW and, as the CW handed JC Official 2 the envelope of cash, JC Official 2 was informed by the CW in the presence of defendant Vega, "This is what I promised Mariano [Vega], the ten [meaning \$10,000]." JC Official 2 said, "Okay." Regarding the transfer of the \$10,000 from JC Official 2 to defendant Vega, the CW said, "You'll work it out, just do it sooner than later." Defendant Vega shook the CW's hand and departed in his SUV. JC Official 2 then asked the CW, "So [defendant Vega] wants the checks [meaning as opposed to cash]?" The CW said, "You know the game [defendant Vega] wants. I promised him, I told him, you told him what I was getting ready to say, he was ready for it."