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UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY

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UNITED STATES OF AMERICA : **CRIMINAL COMPLAINT**  
 :  
 v. :  
 :  
 JEFFREY WILLIAMSON : Mag. No. 09-8143 (MCA)

I, Robert Cooke, being duly sworn, state the following is true and correct to the best of my knowledge and belief.

From in or about April 2007 to in or about July 2009, in Ocean County, in the District of New Jersey and elsewhere, defendant

JEFFREY WILLIAMSON

did knowingly and willfully attempt to obstruct, delay, and affect interstate commerce by extortion under color of official right, by accepting and agreeing to accept corrupt cash payments that were paid by another, with that person's consent, for defendant WILLIAMSON'S benefit in exchange for defendant WILLIAMSON'S official assistance.

In violation of Title 18, United States Code, Section 1951(a) and Section 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 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 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 JEFFREY WILLIAMSON (hereinafter, "defendant WILLIAMSON") served as a Housing Inspector for Lakewood Township in Ocean County, New Jersey. As a Housing Inspector, defendant WILLIAMSON was responsible for, among other things, performing inspections and certifying housing units for compliance with pertinent federal, state, and local standards, codes, regulations and procedures. Defendant WILLIAMSON also was a 2007 candidate for the New Jersey General Assembly's 30th legislative district, which covers parts of Burlington, Monmouth, Mercer, and Ocean counties.
2. At all times relevant to this Complaint:
  - a. there was a cooperating witness (the "CW") who had been charged with bank fraud in a federal criminal complaint in or about 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 Ocean County 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;
  - b. there was an individual who resided in Lakewood, New Jersey and previously worked for the CW, managing properties that the CW owned in and around Lakewood Township (hereinafter, "C.A."); and
  - c. there was an individual who was a real estate developer based in Ocean County (hereinafter, "OC Developer") who maintained an office in Lakewood Township. OC Developer owned properties and interests in and around Lakewood Township.

3. On or about April 19, 2007, C.A. met with the CW at a restaurant in Lakewood, New Jersey. During this meeting, C.A. and the CW discussed a scheme wherein the CW would make corrupt payments to a public official in Lakewood Township in exchange for permitting the CW to illegally utilize a residence in Lakewood as a commercial office. When the CW first raised the subject of using a residentially-zoned dwelling as an office, C.A. immediately responded, "like [OC Developer] did?," a reference to OC Developer's illegal use of a residence in Lakewood Township as a commercial office. As the conversation continued, C.A. indicated that defendant WILLIAMSON was a housing inspector, who would use his official position to assist others in exchange for corrupt payments, and detailed C.A.'s history of corrupt dealings with defendant WILLIAMSON.
4. C.A. advised the CW, "I used to take care of him [meaning pay defendant WILLIAMSON] and sometimes he'd go crazy." C.A. explained, "I tried every inspection he failed me . . . so I gave him 50 bucks, 100 bucks, but if I knew I had something that would have failed, I gave him 100," meaning \$100. Regarding the prospect of defendant WILLIAMSON accepting a corrupt payment directly from the CW, C.A. stated that "[defendant WILLIAMSON'S] gonna be extra, extra precautious with you."
5. C.A. further recounted for the CW how defendant WILLIAMSON accepted corrupt payments from C.A. for inspections, with C.A. falsely indicating to defendant WILLIAMSON that the payment was for a "holiday," when the nearest holiday was at least three months away. C.A. also described for the CW defendant WILLIAMSON'S method of obtaining corrupt cash payments from C.A. in connection with various inspections. Verifying that defendant WILLIAMSON implicitly, rather than explicitly, demanded corrupt payments, the CW asked, "Who, Jeff, he didn't want to ask you point-blank . . . he was 'shaking you down'?" C.A. replied, "Right."
6. To illustrate this point, C.A. detailed one specific incident of defendant WILLIAMSON using his official position to obtain a corrupt cash payment from C.A. C.A. explained that defendant WILLIAMSON failed C.A. once on an inspection, after C.A. had already paid defendant WILLIAMSON, and that defendant WILLIAMSON wanted more money. C.A. stated, "he kept saying 'so this issue . . . that issue,' he was like stalling." C.A. further explained C.A.'s thinking on the occasion, "I paid him a hundred [dollars] for this, I'm not doing it again . . . I'm gonna become a sickness" (meaning

C.A. was resistant because he thought defendant WILLIAMSON would demand multiple cash payments from him for a single inspection in the future). C.A. then explained, "I didn't say anything . . . I pulled out a 20 [dollars] and [defendant WILLIAMSON] took it like an insult." C.A. said that defendant WILLIAMSON then told C.A., "Should I tell [the chief housing inspector] that you're bribing me?" Reciting C.A.'s response to defendant WILLIAMSON, C.A. stated, "Should I tell [the chief housing inspector] that you took bribes before?" After that exchange of words, C.A. advised the CW that defendant WILLIAMSON "passed me" and did not take the \$20 payment from him.

7. At the conclusion of the meeting, C.A. advised the CW that C.A. personally never paid WILLIAMSON more than \$100 in cash for a house and that WILLIAMSON routinely accepted corrupt cash payments for inspections from members of the Lakewood community. C.A. estimated that defendant WILLIAMSON performed approximately 15 to 20 inspections a day and that he accepted corrupt cash payments for "half of them."
8. On or about April 20, 2007, C.A. met with the CW in the CW's car. During the meeting, C.A. recounted for the CW a meeting that C.A. recently had with defendant WILLIAMSON. C.A. indicated that C.A. inadvertently ran into defendant WILLIAMSON at a local pharmacy, where defendant WILLIAMSON was soliciting campaign contributions for his candidacy for the New Jersey General Assembly. After defendant WILLIAMSON asked C.A. for a "donation," C.A. asked defendant WILLIAMSON how much he wanted, and defendant WILLIAMSON responded that many people were contributing approximately \$250. Jokingly referring to C.A.'s previous corrupt dealings with defendant WILLIAMSON, C.A. informed the CW that C.A. said to defendant WILLIAMSON, " . . . do you accept cash?" and that defendant WILLIAMSON responded by "[giving] me the eyes, like the bribe days." Continuing, C.A. told the CW that he said to defendant WILLIAMSON, "Jeff, we go way back, of course I'll give you cash."
9. C.A. went on to tell the CW about a subsequent meeting with defendant WILLIAMSON at C.A.'s office later that day, April 20, 2007. C.A. advised the CW that C.A. discussed with defendant WILLIAMSON the CW's desire to utilize a residentially-zoned property as a commercial office. C.A. stated that defendant WILLIAMSON expressed his willingness to assist the CW and that WILLIAMSON would discuss it with C.A. and the CW over lunch. Drawing on C.A.'s previous corrupt dealings with defendant WILLIAMSON, C.A. explained

that defendant WILLIAMSON's asking "why don't we do lunch" was "[defendant WILLIAMSON's] famous bribe line." C.A. also advised the CW that defendant WILLIAMSON would be "expecting two-fifty to five-hundred," meaning a \$250 to \$500 corrupt cash payment. Of defendant WILLIAMSON, C.A. stated, "He's ready. He knows what it's about" and stated that defendant WILLIAMSON asked that they bring a list of proposed properties to the meeting and that defendant WILLIAMSON said he would bring his own.

10. On or about April 24, 2007, defendant WILLIAMSON and C.A. met with the CW at a restaurant in Lakewood. During the meeting, defendant WILLIAMSON, C.A., and the CW discussed the subject of the CW utilizing a residential property as a commercial office. Referencing OC Developer's illegal use, defendant WILLIAMSON stated, "problem it is . . . you need to do it in an area where you're not . . . like, for example, where [OC Developer] is, nobody knows about, nobody bothers him." Further counseling the CW on where illegally to establish an office, defendant WILLIAMSON advised the CW that "if it's a corner lot [in a residential area], you might be able to get away with it." After showing the CW a Lakewood Township file containing the CW's properties, defendant WILLIAMSON instructed the CW on how best to perpetrate this scheme, stating "so my recommendation is this . . . if you decide on one [meaning house to use as commercial office], we [meaning defendant WILLIAMSON and the CW] go in there with a regular C.O. [meaning certificate of occupancy], except . . . say you're going to rent it out." To further avoid detection, defendant WILLIAMSON recommended that, in illegally converting the home to a commercial office, the CW not make changes that would be "too dramatic."
11. Toward the end of the conversation, defendant WILLIAMSON met with the CW in the unoccupied women's bathroom at the restaurant and accepted a \$500 cash payment from the CW. The CW stated, "this is for the holiday coming, you know, whatever . . . did you know, that's just to start. It's \$500, but you can count on me for whatever it is, don't worry." Defendant WILLIAMSON stated that the payment was not necessary, but defendant WILLIAMSON kept the payment and said, "I do what I gotta do . . ." Referencing defendant WILLIAMSON's corrupt dealings with C.A. and others, the CW replied, "your reputation supersedes [sic] you. You don't gotta say anything. Don't worry about it." When the CW asked defendant WILLIAMSON about meeting at night to maintain secrecy, defendant WILLIAMSON replied, "I would

probably prefer that."

12. On or about April 26, 2007, defendant WILLIAMSON met with the CW at a restaurant in Lakewood. During the meeting, defendant WILLIAMSON and the CW discussed, among other things, the relaxed "inspections" that defendant WILLIAMSON would perform on the CW's properties in Lakewood Township for the purpose of generating a C.O. for each property. Advising the CW on what he would and would not enforce, defendant WILLIAMSON explained, "I'm gonna overlook painting . . . I'm overlooking cosmetics . . . but the life safety, I can't overlook." Emphasizing the benefit that defendant WILLIAMSON was imparting to the CW in terms of his favorable exercise of official action and influence, defendant WILLIAMSON stated, "And that's why you want me doing it . . . not somebody [else] . . . they'll crucify you." Further counseling the CW on how to manipulate the inspection process such that all CW properties would be assigned to defendant WILLIAMSON, defendant WILLIAMSON instructed the CW, "the game is, we don't want the other guy . . . the other inspector . . . How do you get around that? You apply and put the C.O. (meaning certificate of occupancy) on hold, I'll call you when I'm ready and then you can maneuver." The CW asked defendant WILLIAMSON, "I have your word . . . no issues?" to which defendant WILLIAMSON responded, "It's real simple. As long as they have smoke detectors . . . carbon monoxide alarms, and a fire extinguisher, I'll pass them." When the CW asked, "You'll close your eyes to everything else?," defendant WILLIAMSON replied, "Well, I'm giving, I'm giving time . . . not making a big deal."
13. During the meeting, when the CW offered to pay defendant WILLIAMSON for his agreeing to exercise his official influence in favor of the CW as it related to the inspections, defendant WILLIAMSON claimed that it was not necessary and that he was not looking for payment. Concerned about his ongoing candidacy and other activities, defendant WILLIAMSON stated to the CW, "I'm involved in too much crap right now, between running for the Assembly," and work on a building committee for a synagogue. At the conclusion of the meeting, defendant WILLIAMSON and the CW agreed to speak and meet again soon.
14. On or about May 1, 2007, defendant WILLIAMSON met with the CW at a restaurant in Long Branch, New Jersey ("May 1<sup>st</sup> meeting"). During the meeting, defendant WILLIAMSON indicated that he recently had performed lenient inspections on approximately 27 of the CW's properties that would result

in certificates of occupancy. In that regard, defendant WILLIAMSON and the CW had the following exchange:

JW: There are 27 that were done.

CW: And they all passed?

JW: They're done.

CW: Done means no issues.

JW: Well, it means I'm done with it.

CW: Okay . . . I don't want to know, and I don't want to ask any more.

JW: Alright.

CW: Agreed.

15. During the May 1<sup>st</sup> meeting, defendant WILLIAMSON and the CW further discussed the status of the home that the CW stated that the CW would be illegally converting to a commercial office with defendant WILLIAMSON'S official assistance. The CW advised defendant WILLIAMSON that the tenants were moving out and asked defendant WILLIAMSON, "I'm not gonna have a problem?" Defendant WILLIAMSON replied: "What happens is that you're gonna do what you're gonna do . . . whoever brings the stuff in, [I'm] gonna let them [meaning co-workers at the Lakewood inspector's office] know it's all part of the [CW's] deal. In other words . . . anyone brings in any application comes directly to me." Describing the sham-inspection that he subsequently would perform, defendant WILLIAMSON stated, "Real simple . . . all I'll know, is what I see."
16. During this conversation, defendant WILLIAMSON also verified C.A.'s earlier statement to the CW that defendant WILLIAMSON performed lenient inspections for members of the community in exchange for payment. In explaining the number of inspections that he performed a day, defendant WILLIAMSON stated, "I'm officially getting 5 or 6, but I wind up getting about 12 to 15." Defendant WILLIAMSON further told the CW, "[w]hat what do you think, you are the only game in town?"
17. Toward the end of the May 1<sup>st</sup> meeting, defendant WILLIAMSON accepted approximately \$1,000 in cash from the CW in

exchange for the lenient inspections that defendant WILLIAMSON performed. Defendant WILLIAMSON stated that he was just doing his job, and the CW thanked defendant WILLIAMSON for not causing the CW "trouble" with the Lakewood properties.

18. On or about May 21, 2007, defendant WILLIAMSON met with the CW and C.A. at a restaurant in Lakewood. At a point during this meeting, defendant WILLIAMSON stepped away from the dining table and met with the CW in the bathroom, where defendant WILLIAMSON accepted approximately \$500 in cash from the CW. As part of the ongoing scheme, defendant WILLIAMSON accepted this payment in exchange for exercising, and agreeing to exercise, his official influence in favor of the CW with respect to the illegal commercial office and as other specific opportunities arose regarding the CW's many Lakewood properties. Handing defendant WILLIAMSON the cash, the CW stated: "This is the \$500 for [the illegal commercial office] and . . . just take care of me. Don't bust . . . I know you won't bust my chops, but make sure they (meaning other authorities) don't. That's all I ask." As captured on a video recording of this meeting, defendant WILLIAMSON placed the cash in his wallet, returned to the dining table, and ordered his meal.
19. On or about June 18, 2007, defendant WILLIAMSON met with the CW at a property in Lakewood. During the meeting, defendant WILLIAMSON accepted approximately \$500 in cash from the CW in exchange for exercising, and agreeing to exercise, his official influence in generating two, Lakewood Township violation letters. Claiming that the payment was not necessary and that he was just doing his job, defendant WILLIAMSON pocketed the money and indicated he would supply C.A. with the violation letters the following day. Subsequently, defendant WILLIAMSON provided the CW with these two letters on or about June 19, and July 11, 2007.
20. At the July 11, 2007 meeting, at a restaurant in Lakewood, defendant WILLIAMSON and the CW reached an agreement, wherein defendant WILLIAMSON arranged to exercise his official action and influence in favor of the CW as specific opportunities arose in exchange for a \$1,000 monthly cash payment. The CW stated, "I get on the 15th of the month . . . get my money, my cash delivery comes . . . my overseas stuff . . . we can meet around the 15th" and "you do the right thing by me, I do right by you." Indicating that he was comfortable with the arrangement, defendant WILLIAMSON replied, "I'm doing my job." Regarding the sum of the



corrupt payment, the CW stated, "I'll give you a thousand a month and if there are any other issues, we'll talk . . . are you around Monday?" Williamson stated that he was available and arranged to meet with the CW at defendant WILLIAMSON'S residence in Lakewood for the purpose of accepting the next corrupt cash payment.

21. Thereafter, from on or about July 11, 2007 to on or about July 10, 2009, defendant WILLIAMSON accepted cash payments, as set forth below, from the CW in exchange for defendant WILLIAMSON'S continued official action and assistance in favor of the CW in connection with Lakewood building and housing matters:

<b>Date (on or about)</b>	<b>Location</b>	<b>Approximate Amount of Corrupt Cash Payment</b>
July 16, 2007	Lakewood	\$1,000
August 16, 2007	Lakewood	\$1,000
September 18, 2007	Lakewood	\$1,000
November 27, 2007	Lakewood	\$1,000
December 18, 2007	Lakewood	\$1,000
January 16, 2008	Lakewood	\$1,000
February 17, 2008	Lakewood	\$1,000
March 17, 2008	Lakewood	\$1,000
April 14, 2008	Lakewood	\$1,000
May 15, 2008	Lakewood	\$1,000
June 16, 2008	Lakewood	\$1,000
September 11, 2008	Lakewood	\$1,000
November 23, 2008	Lakewood	\$1,000
January 11, 2009	Lakewood	\$1,000
July 10, 2009	Lakewood	\$1,000