

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA : Crim. No. 10-
 :
 v. : 18 U.S.C. §§ 666(a)(2),
 : 981(a)(1)(C); 28 U.S.C.
 JOSEPH CARDWELL : § 2461

I N D I C T M E N T

The Grand Jury in and for the District of New Jersey,
sitting at Newark, charges:

1. At all times relevant to this Indictment:

A. Defendant JOSEPH CARDWELL was a consultant with an
office in Jersey City, New Jersey.

B. Jersey City was a municipality in Hudson County,
New Jersey that received in excess of \$10,000 in federal funds
during a one-year period.

C. There was an individual (the "JC Official") who
served as the Director of a Department of Jersey City municipal
government with responsibility for matters involving planning,
regulation of land use, disbursement of state and federal grant
funds, permitting, and Construction Code enforcement.

D. There was an individual cooperating with law
enforcement (the "CW") who held himself out to be a real estate
developer interested in developing properties in Jersey City.

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

JOSEPH CARDWELL

knowingly, willfully and corruptly did give, offer, and agree to give things of value--namely, corrupt cash payments and illegal campaign contributions--to the JC Official with the intent to influence and reward the JC Official in connection with a business, transaction, and series of transactions of Jersey City government involving things of value of \$5,000 and more.

3. On or about July 1, 2008, defendant JOSEPH CARDWELL met with the CW and another individual at a restaurant in Jersey City. At the meeting, defendant CARDWELL was informed by the CW that the CW hoped to develop real estate properties in Jersey City and that the CW wanted defendant CARDWELL's assistance expediting the necessary government approvals. At the conclusion of the meeting, defendant CARDWELL accepted a \$10,000 cash payment from the CW in exchange for defendant CARDWELL's assistance in obtaining approvals for the CW in Jersey City.

4. On or about July 14, 2008, defendant JOSEPH CARDWELL met with the CW at a restaurant located in a hotel in Atlantic City, New Jersey. At the meeting, defendant CARDWELL informed the CW that the JC Official was one of defendant CARDWELL's "guys" and had been "with" defendant CARDWELL for approximately

nine years. At the meeting, defendant CARDWELL was informed by the CW that the CW wanted to be introduced only to government officials who were willing to accept payments in exchange for official action. Defendant CARDWELL indicated that he understood.

5. On or about August 6, 2008, defendant JOSEPH CARDWELL and the JC Official met with the CW at the JC Official's government office in Jersey City. At the meeting, defendant CARDWELL and the CW discussed with the JC Official the CW's purported development interests in Jersey City. After defendant CARDWELL and the CW departed the meeting together, in defendant CARDWELL's car, defendant CARDWELL indicated to the CW that he would schedule an upcoming lunch or dinner meeting with the JC Official. Defendant CARDWELL was informed by the CW that the CW would bring a cash payment for the JC Official to the meeting.

6. On or about August 12, 2008, defendant JOSEPH CARDWELL met with the CW at a restaurant located in a hotel in Atlantic City. At the meeting, defendant CARDWELL informed the CW that defendant CARDWELL had a "good relationship" with the JC Official and that the JC Official had power regarding approvals in Jersey City. Defendant CARDWELL advised the CW on how to provide a corrupt cash payment to the JC Official and what the CW should say to the JC Official while doing so. Defendant CARDWELL stated to the CW that defendant CARDWELL would speak to the JC Official

ahead of time regarding the transaction but that defendant CARDWELL would excuse himself to the bathroom at the time that the corrupt payment was to actually change hands.

7. On or about August 14, 2008, defendant JOSEPH CARDWELL met with the JC Official and the CW at a restaurant in Jersey City. Before the JC Official arrived at the meeting, defendant CARDWELL was informed by the CW that the CW had brought to the meeting an envelope containing "ten large" (meaning \$10,000) for the JC Official as well as one containing the same amount for defendant CARDWELL. Defendant CARDWELL confirmed for the CW that defendant CARDWELL would speak to the JC Official before the corrupt payment took place. When the JC Official arrived at the meeting, defendant CARDWELL spoke to the JC Official outside the presence of the CW for several minutes. When defendant CARDWELL and the JC Official joined the CW, defendant CARDWELL immediately excused himself to the bathroom.

8. Later in the meeting, the JC Official indicated that the JC Official needed to leave briefly to attend to a personal matter. The CW walked with the JC Official outside to the restaurant's parking lot. There, the CW offered to provide the JC Official the envelope containing the corrupt cash payment intended for the JC Official, which offer the JC Official declined to accept. The CW then re-entered the restaurant and rejoined defendant CARDWELL, who asked the CW, "Everything all

right?" and "Did he take it?" When the CW answered, "No," defendant CARDWELL assured the CW that defendant CARDWELL had "explained everything" to the JC Official, but that the problem was that the JC Official did not know the CW. Defendant CARDWELL assured the CW that he would "handle that" and that "that ain't a problem." Defendant CARDWELL further informed the CW that "whatever we have to get done, we can get done" and that the JC Official was just "being cautious."

9. Later in the meeting, the JC Official returned and discussed with the CW the CW's purported development interests in Jersey City. At the conclusion of the meeting, as defendant JOSEPH CARDWELL walked out of the restaurant with the CW, defendant CARDWELL told the CW that the JC Official was "on board" but that the JC Official wanted the CW to "go through" defendant CARDWELL because the JC Official did not know the CW. When the CW asked whether the CW could meet with the JC Official again, defendant CARDWELL stated to the CW that the JC Official "wants to play but [the JC Official] wants to go do it through me."

10. On or about August 15, 2008, defendant JOSEPH CARDWELL met with the CW in a parking lot in Jersey City. At the meeting, defendant CARDWELL accepted from the CW two envelopes, each containing a \$10,000 cash payment -- one intended for the JC Official and one intended for defendant CARDWELL. When the CW

expressed concern regarding whether the JC Official would provide official action in exchange for the \$10,000 corrupt cash payment, defendant CARDWELL indicated that the JC Official was a "good guy" and would not "screw" defendant CARDWELL. Defendant CARDWELL indicated that he would "handle" the payment to the JC Official and that "everything" was going to be "okay good." Defendant CARDWELL further stated, "We'll do things [the JC Official's] way."

11. On or about September 5, 2008, defendant JOSEPH CARDWELL met with the CW at a restaurant in Jersey City. At the meeting, defendant CARDWELL informed the CW that he had spoken with the JC Official and that the JC Official wanted defendant CARDWELL to use the \$10,000 payment that the CW had provided to defendant CARDWELL for the JC Official's benefit to purchase tickets for political events associated with the re-election campaign of a particular Jersey City official. Defendant CARDWELL indicated to the CW that defendant CARDWELL had explained "the whole nine yards" to the JC Official and that the JC Official would do "the right thing" regarding the CW's purported development projects in Jersey City.

12. On or about March 27, 2009, defendant JOSEPH CARDWELL met with the CW and other individuals at a diner in Jersey City. After the other individuals departed the meeting, the CW asked defendant CARDWELL about the JC Official and whether the JC

Official was happy with "everything [defendant CARDWELL] gave [the JC Official]." Defendant CARDWELL informed the CW that, to date, he had provided the JC Official with only "six and a half" of the total of \$10,000 in cash that defendant CARDWELL had received from the CW. Defendant CARDWELL further informed the CW that he had provided this amount to the JC Official by purchasing tickets to political events because "that's the way [the JC Official] wants it done." Defendant CARDWELL commented that "you have to do it the way people want." Defendant CARDWELL assured the CW that in exchange for these payments, the JC Official would do "whatever" the CW requested, including expedite approvals for the CW's purported development projects.

In violation of Title 18, United States Code, Section 666(a)(2).

Forfeiture Allegation

As the result of committing the aforementioned offense in violation of Title 18, United States Code, Section 666(a)(2), as alleged in this Indictment, defendant JOSEPH CARDWELL 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 constituted or was derived from proceeds traceable to the commission of the offenses, including but not limited to, approximately \$30,000 in United States currency, in that such sum constituted or was derived, directly or indirectly, from proceeds traceable to the commission of the offense of bribery of a public official, in violation of Title 18, United States Code, Section 666(a)(2).

If any of the above-described forfeitable property, as a result of any act or omission of defendant CARDWELL:

- (1) cannot be located upon the exercise of due diligence;
- (2) has been transferred or sold to, or deposited with, a third party;
- (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 divided 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

CARDWELL up to the value of the above forfeitable property.

In violation of Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461.

A TRUE BILL

FOREPERSON

PAUL J. FISHMAN
United States Attorney