

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA : Hon. Jose L. Linares, U.S.D.J.
v. : Crim. No. 09-759 (JLL)
LOUIS MANZO : 18 U.S.C. §§ 4, 1952(a)(3) and
§ 2
:

SECOND SUPERSEDING INDICTMENT

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

COUNTS 1 to 2

**Travel in Interstate Commerce to Promote,
Manage, Establish, Carry On and Facilitate Bribery**

The Defendant and Others

1. At all times relevant to Counts 1 to 2 of this Second
Superseding Indictment:

a. Defendant LOUIS MANZO was a candidate for Mayor of
Jersey City, New Jersey, in an election held on or about May 12,
2009 in which he did not prevail. Defendant LOUIS MANZO
previously had served in the New Jersey General Assembly from in
or about 2004 to in or about 2008, where he represented the 31st
Legislative District, which included parts of Jersey City.
Defendant LOUIS MANZO also served on the Hudson County Board of
Chosen Freeholders from in or about 1990 to in or about 1993.

b. Ronald Manzo was defendant LOUIS MANZO's
brother, confidant, campaign manager and political advisor.

c. There was a cooperating witness (hereinafter "the CW") who, at the direction of the Federal Bureau of Investigation, held himself out as a real estate developer interested in development in the greater Jersey City area.

d. Edward Cheatam (hereinafter "Cheatam") was the affirmative action officer for Hudson County and a Commissioner on the Jersey City Housing Authority in Jersey City. At certain times relevant to this Second Superseding Indictment, Cheatam also served as the Vice-President of the Jersey City Board of Education. From in or about December 2008 to in or about July 2009, Cheatam accepted a series of corrupt payments from the CW in exchange for, among other things: (i) exercising and agreeing to exercise Cheatam's official influence as a Jersey City official in the CW's favor; and (ii) facilitating introductions and corrupt payments to public officials and candidates for office, who themselves were willing to accept corrupt payments in exchange for exercising their official influence in favor of the CW's development projects.

e. Maher Khalil (hereinafter "Khalil") was an employee of the Jersey City Department of Health and Human Services, and a former member of the Jersey City Zoning Board of Adjustment. From in or about March 2008 to in or about July 2009, Khalil accepted a series of corrupt payments from the CW in exchange for, among other things: (i) assisting the CW with

development-related matters before Jersey City municipal government and (ii) facilitating introductions and corrupt payments to public officials and candidates for office, who themselves were willing to accept corrupt payments in exchange for exercising their official influence in favor of the CW's development projects.

f. There was an individual (hereinafter "the Consultant"), now deceased, who owned and operated a consulting firm based in Jersey City, and was an associate of defendant LOUIS MANZO and Ronald Manzo.

The Unlawful Activity

2. It was the object of the unlawful activity that defendant LOUIS MANZO, Ronald Manzo, Cheatam and the Consultant solicited, accepted and agreed to accept corrupt cash payments and illicit political contributions from the CW in consideration for defendant LOUIS MANZO's future official assistance, action and influence in Jersey City government matters which unlawful activity was promoted, managed, established, carried on and facilitated through defendant LOUIS MANZO's and other co-schemers' interstate travel and use of facilities in interstate commerce.

3. It was part of the unlawful activity that defendant LOUIS MANZO and Ronald Manzo agreed to accept and accepted approximately \$27,500 cash from the CW, through Cheatam, and

agreed to accept an additional \$17,500 in cash in consideration for defendant LOUIS MANZO's official assistance, action and influence upon being elected mayor. It was further part of the scheme that in consideration for these payments obtained, and to be obtained, from the CW, defendant LOUIS MANZO agreed to use his official assistance, action and influence upon being elected as mayor, to: (i) obtain certain development approvals on the CW's behalf in relation to a property located on Garfield Avenue in Jersey City (hereinafter the "Garfield Development") and elsewhere and (ii) promote Khalil to a higher position within Jersey City government (hereinafter "the Promotion Transaction").

4. To establish, promote, manage, carry on and facilitate the unlawful activity, defendant LOUIS MANZO, Ronald Manzo, Cheatam, Khalil and the Consultant engaged in the following activities (during, among other times, conversations recorded by law enforcement authorities) in the District of New Jersey and elsewhere:

a. On or about January 26, 2009, Cheatam and Khalil met the CW at a restaurant in Weehawken, New Jersey. During the meeting, Khalil suggested that the CW meet with defendant LOUIS MANZO in connection with approvals for the CW's purported real estate development in Jersey City. Cheatam advised that, by meeting defendant LOUIS MANZO, the CW could "cover" the CW's development interests in the upcoming mayoral election should

defendant LOUIS MANZO be elected Jersey City Mayor. Cheatam cautioned that such a meeting had to occur outside of Jersey City since Cheatam, among others, could not openly support defendant LOUIS MANZO's mayoral candidacy.

b. On or about February 16, 2009, Cheatam and the CW met at a restaurant in Jersey City. During the meeting, Cheatam and the CW discussed paying, among others, defendant LOUIS MANZO "cash" in consideration for defendant LOUIS MANZO's future official action, assistance and influence in favor of the CW's purported development projects in Jersey City. In this regard, Cheatam and the CW discussed meeting defendant LOUIS MANZO outside of Jersey City at a later date.

c. On or about February 17, 2009, Cheatam and the Consultant met the CW at a restaurant in Jersey City. At the meeting, the parties continued to discuss the CW's purported development interests in Jersey City and elsewhere. The Consultant stated that he could arrange a meeting with defendant LOUIS MANZO since such a meeting would constitute "insurance" for the CW's development interests in the event that defendant LOUIS MANZO was elected mayor. The Consultant further stated that the "main thing" would be "taking care of" the mayoral candidates, and agreed with Cheatam that the CW could pay cash to defendant LOUIS MANZO in consideration for his anticipated official assistance, action and influence. The Consultant and Cheatam

then agreed to accept for themselves an equal amount in cash from the CW as the CW paid to, among others, defendant LOUIS MANZO.

February 23, 2009 Meeting

d. On or about February 23, 2009, defendant LOUIS MANZO, Ronald Manzo, Cheatam and the CW met at a restaurant in Staten Island, New York. During the meeting, Cheatam explained to defendant LOUIS MANZO and Ronald Manzo that Cheatam and the CW were meeting with defendant LOUIS MANZO and Ronald Manzo so that they would be "favorable" towards the CW's plans for the Garfield Development. To that end, Cheatam explained that the CW would make some contributions to defendant LOUIS MANZO's mayoral campaign. Defendant LOUIS MANZO then further was advised by the CW that the CW, in return, was seeking expedited development "approvals." Defendant LOUIS MANZO and Ronald Manzo both affirmed that they understood the official action, assistance and influence that the CW was seeking. Ronald Manzo indicated that, if defendant LOUIS MANZO won the mayoral election, there "shouldn't be any . . . problems" in assisting the CW with the CW's development interests.

e. After defendant LOUIS MANZO and Ronald Manzo left this meeting, Cheatam confirmed that the CW should bring \$10,000 cash for the benefit of defendant LOUIS MANZO at the next meeting, to be paid to Ronald Manzo. Cheatam reassured the CW that, in exchange, defendant LOUIS MANZO would assist the CW in

obtaining the discussed development approvals upon his election as Jersey City Mayor.

February 25, 2009 Meetings & \$10,000 Payment

f. On or about February 25, 2009, Ronald Manzo, Cheatam and the CW met at a restaurant in Staten Island, New York. Before Ronald Manzo arrived at the meeting, Cheatam reiterated to the CW that Ronald Manzo was "okay with the cash." Cheatam stated to the CW that defendant LOUIS MANZO "knows how to operate" and directed the CW to provide the cash payment to Cheatam, so that Cheatam could pass the cash payment to Ronald Manzo. Cheatam agreed that he would provide the cash to Ronald Manzo in exchange for defendant LOUIS MANZO's official action, assistance and influence with "approvals" for the CW at the Garfield Development and other real estate projects in Jersey City.

g. After Ronald Manzo arrived at the meeting, the CW indicated that the CW was willing to make cash contributions to defendant LOUIS MANZO, but the CW wanted to "come first in line," did not want to be treated "like every other developer" in Jersey City, and wanted to be able to provide development plans to Jersey City government officials and demand "approvals." Ronald Manzo ["RM"], Cheatam ["EC"] and the CW further discussed concealing the CW's contemplated cash payments, and Ronald Manzo

instructed the CW to refrain from openly discussing payment matters with defendant LOUIS MANZO:

CW: That's why I like coming in and doing the right thing by the guys, you know, whatever it costs me it doesn't make a difference, you know, one hand washes the next, I'm a business guy -

RM: Right.

CW: - and that's it. The only thing I wanna be careful is on, on the reporting, you're not gonna re--, you know, there's no reporting, because I, [Cheatam] told you, I'm the Green Party, right?

EC: Right.

CW: I'm the cash party. I don't want any conflicts, you know.

RM: Here's what I - [Cheatam] explained, I would wanna uh, that's between you and [Cheatam].

CW: Okay.

RM: Uh, all I would do is give a, ah, nod on that stuff.

CW: Okay, fine. That's good, okay.

RM: Just so you know that's, I can't get my brother involved in that -

CW: No, no, no, I'm not asking.

EC: [Ronald Manzo] can be involved and nobody else.

RM: I don't want you to even, you know, there wouldn't be any discussions other than that.

CW: Okay, fine. Everything stays between us. We keep our mouth shut, of course. But I don't wanna have any, you know, election things, and this and that -

RM: You will -

CW: - because the minute I [U/I] ahh, this guy gave ten grand, ahh I don't need that.

RM: Right. Right.

CW: I wanna be below the radar.

RM: Right.

h. During this same conversation, Ronald Manzo, Cheatam and the CW continued to discuss the need to conceal their corrupt arrangement:

RM: So in going ahh forward, uh with our ahh, how it's gonna work -

CW: Ventures.

RM: - you know that ahh, you and [Cheatam] will do that. It's just that, you know, a level I don't wanna get involved in ahh discussions on that, I think -

EC: We, we -

CW: That's fine. No, no, we don't talk. We're not idiots. We're not morons. Everything's under the radar. We shut up. We don't talk, come on.

EC: Nah, nah. We wouldn't do that.

CW: Yeah, I'll give him that envelope and then you'll do what you gotta do between you. Not my business.

RM: All right. All right.

i. As the meeting continued, Ronald Manzo agreed that the Promotion Transaction constituted a "separate deal" that would involve a separate cash payment from the CW in consideration for defendant LOUIS MANZO's anticipated official action, assistance and influence as Jersey City Mayor. Ronald Manzo also touted the special influence that he had with defendant LOUIS MANZO, and further directed the CW to use a code

word when discussing development approvals with defendant LOUIS

MANZO:

RM: You can't get closer than sitting with the candidate's brother.

EC: Mmm-hmm.

RM: And this is my story, if, I mean there's other, we have campaign managers, we have uh -

CW: They come and go.

RM: - you know, whatever.

EC: Fall out of favor and everything else.

RM: I hope, I don't think I'll fall out of favor with my brother -

EC: No.

RM: - but if even if I did there's gonna be somebody else that would fall out faster than me.

CW: Yeah, I know, campaign guys come and go. I like sitting with the, with the, with the real McCoy or something as close. You're probably the real guy 'cause you're the guy that's running the show.

RM: Well, [Cheatam] would say, [Cheatam] would tell you about, you know, about being a real guy, but the thing is, you know, candidates can't have discussions regarding -

CW: Directly.

EC: Mmm-hmm. Right.

CW: Approvals and stuff like that.

RM: [Nodding] They can, you can, the word that you can use, if, if you're sitting down, would be "opportunities." Just use that word and -

CW: Yeah, when we sit with, uh, [defendant LOUIS MANZO], we'll use "opportunities."

RM: "Opportunities," that's all.

CW: That's the code word, but with you, that means I can talk openly.

EC: Yeah, but -

CW: Yeah, [Cheatam] said, you know, lay it straight out, tell 'em what you want, you understand.

RM: So um, now I had to -

CW: As long as I don't get jerked around when we go in for our approvals I'm happy. Get in, get out.

j. At the end of this meeting in the restaurant parking lot, Cheatam, in Ronald Manzo's presence, accepted an envelope containing approximately \$10,000 cash from the CW. As Cheatam accepted the envelope from the CW, Ronald Manzo was advised by the CW that the CW was making an "investment" in defendant LOUIS MANZO and Ronald Manzo in consideration for the CW's development approvals. In response, Ronald Manzo stated that he "didn't see" Cheatam accept the envelope from the CW and further agreed to conceal his knowledge of the payment made to Cheatam when the CW related to Ronald Manzo, "you don't know nothing."

k. After the meeting with Ronald Manzo, during a separate meeting in Jersey City on or about February 25, 2009, Cheatam told the CW that Ronald Manzo was "happy" with the \$10,000 payment and reiterated that, when speaking with defendant LOUIS MANZO, the CW should utilize a code word for the development approvals sought by the CW. Cheatam reassured the CW that

defendant LOUIS MANZO understood that the CW's payment was in consideration for defendant LOUIS MANZO's contemplated official action, assistance and influence as Mayor of Jersey City. Additionally, Cheatam stated that Cheatam had spoken with defendant LOUIS MANZO and Ronald Manzo, and that they indicated that they wanted additional money in exchange for: (a) 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.

March 4, 2009 Meeting

1. On or about March 4, 2009, defendant LOUIS MANZO, Ronald Manzo, Cheatam and the CW met at a restaurant in Staten Island, New York. Before defendant LOUIS MANZO and Ronald Manzo arrived, Cheatam confirmed with the CW that Ronald Manzo received the \$10,000 payment referenced in Paragraphs 4(j-k). Cheatam also indicated that defendant LOUIS and Ronald Manzo would accept \$7,500 cash in consideration for defendant LOUIS MANZO's official support of the Promotion Transaction, with an additional \$7,500 cash to be paid after defendant LOUIS MANZO was elected. Once defendant LOUIS MANZO and Ronald Manzo arrived, the parties discussed the corrupt agreement and the CW's development interests. Defendant LOUIS MANZO confirmed the receipt of the \$10,000 payment, and further agreed to accept more money from the CW, at a later date, including after the mayoral election, in

exchange for the Promotion Transaction and "approvals" relating to real estate developments. In this regard, defendant LOUIS MANZO ["LM"] had the following conversation with the CW:

RM: [The CW] moves very quickly.

CW: I got to, man. Boom, boom.

RM: I hope those projects move quickly, too.

CW: With you and your brother's help, I know I have no issues.

LM: Where, where -

CW: It's a two-way street.

LM: Where's your office?

CW: I'm in New York, in uh, financial district. Uh, I was telling your brother, I'll meet him in a few days.

LM: Okay.

CW: And I'll do something on account of that uh, Khalil thing.

LM: Okay.

CW: And uh, you know.

LM: Okay.

CW: You got that thing that I gave to [Cheatam] already, right?

LM: Yes. Yes, I did.

CW: That was the first, that's just -

LM: Yep, okay.

CW: Yeah, you got that and then I'll do with [Khalil], and you can count on me for more, as the campaign -

LM: I appreciate it.

CW: - as things progress, I'll be your man.

LM: I appreciate it.

CW: So, you won't have any problems. I know I can count on you for my uh -

LM: Yes.

CW: - opportunities and uh, you know, approvals.

LM: Yes.

CW: And uh, you'll have nothing to worry about. I'm a generous guy, I do the right thing.

LM: I appreciate it.

m. As the conversation continued, defendant LOUIS MANZO continued to speak with the CW regarding the Promotion Transaction, as follows:

CW: So I'll see your brother in, uh -

LM: Yes.

CW: - the next couple of days, I'll see what my schedule is.

LM: Right. I appreciate it.

CW: And I'll do on that Khalil, you know, and Khalil's a good guy, he won't uh -

LM: Okay.

CW: Oh no, he'll, he won't disappoint ya when you make him the -

LM: Yeah, he's gotta keep his head below the radar, too.

CW: Because right now he's assistant.

LM: Yeah.

CW: Uh, but he wants to become obviously director.

LM: Yeah, I know.

n. At the conclusion of the meeting, Ronald Manzo confirmed the receipt of the \$10,000 payment, and reiterated the need for defendant Ronald Manzo to serve as a "buffer" for defendant LOUIS MANZO. Ronald Manzo further agreed to accept an initial payment of \$7,500 for the Promotion Transaction through Cheatam, and additional payments in consideration for defendant LOUIS MANZO's official action, assistance and influence in garnering development approvals for the Garfield Development.

March 5, 2009 Meeting & \$7,500 Payment

o. On or about March 5, 2009, Ronald Manzo met Cheatam and the CW at a restaurant in Staten Island, New York. During the meeting, Ronald Manzo reassured the CW that defendant LOUIS MANZO and Ronald Manzo were "on the team," with respect to defendant LOUIS MANZO's exercising official action, assistance and influence in future Jersey City government matters in the CW's favor regarding development approvals. Ronald Manzo and Cheatam were informed by the CW that the CW had spoken to Khalil and that the CW had told Khalil that, after the election, Khalil would be promoted within Jersey City government. Seeking to ensure that this corrupt arrangement was kept secret, Ronald Manzo replied, "Yeah, just don't tell [Khalil] anything."

p. At the end of this meeting, Ronald Manzo, Cheatam and the CW walked outside to the restaurant parking lot. There, at Ronald Manzo's direction and in Ronald Manzo's presence, Cheatam accepted an envelope containing \$7,500 in cash from the CW. Concurrently, the CW asked Ronald Manzo, in return, to "make sure my man [Khalil] is taken care of," to which Ronald Manzo replied in the affirmative. Ronald Manzo and Cheatam were further informed by the CW that the \$7,500 payment constituted half of the \$15,000 payment, and that the remaining \$7,500 balance would be paid after Khalil's appointment, to which Ronald Manzo replied "right."

March 5, 2009 Telephone Conversation with Cheatam

q. On or about March 5, 2009, after the meeting referenced in Paragraphs 4(o-p), Cheatam spoke with the CW on the telephone. During the conversation, Cheatam confirmed that Cheatam had given the \$7,500 to Ronald Manzo, and stated that Ronald Manzo was "tickled pink" with this payment for defendant LOUIS MANZO. Cheatam further related that Ronald Manzo stated that, once defendant LOUIS MANZO was elected, it was "carte blanche all the way" and that there was "no problem" with respect to Khalil's obtaining a promotion to a higher position within Jersey City municipal government.

April 23, 2009 Meeting & \$10,000 Payment

r. On or about April 23, 2009, Ronald Manzo met the Consultant, Cheatam and the CW at a restaurant in Bayonne, New Jersey. During the meeting, the parties continued to discuss defendant LOUIS MANZO's and Ronald Manzo's corrupt arrangement. Ronald Manzo was advised by the CW that the CW intended to submit an application for zoning approval on the Garfield Development shortly after the election, in July 2009. The CW further stated that the CW wanted to ensure that the CW had "[Ronald Manzo's] support, you know, your brother's support, and you guys can have things expedited. Don't put me on the bottom of that pile." Consistent with the corrupt arrangement and indicating support for the CW, Ronald Manzo repeatedly nodded in the affirmative.

s. At one point during the meeting, Ronald Manzo spoke privately with the CW. During this conversation, Ronald Manzo was informed by the CW that the CW would provide another cash payment to Cheatam for the benefit of defendant LOUIS MANZO. Ronald Manzo, in turn, confirmed that the CW would receive expedited development approvals in exchange for such payments. While winking at the CW, Ronald Manzo added that defendant LOUIS MANZO's anticipated official action, assistance and influence in this endeavor would constitute "good government." Ronald Manzo ["RM"] thereafter agreed to accept an additional \$10,000 cash payment from the CW, after the mayoral election, in exchange for

defendant LOUIS MANZO's official action, assistance and influence.

t. Later during the meeting, Ronald Manzo, the Consultant and the CW also discussed defendant LOUIS MANZO's and Ronald Manzo's corrupt arrangement with respect to the Promotion Transaction, and the need to ensure that this arrangement was likewise concealed.

u. After the meeting, Cheatam met privately with the CW in the restaurant parking lot. During this meeting, Cheatam accepted an envelope containing \$10,000 cash on behalf of defendant LOUIS MANZO and Ronald Manzo. The CW stated that the envelope contained "the ten thousand [for defendant LOUIS MANZO to] [m]ake sure he gets my stuff expedited." Relating the CW's previous conversation with Ronald Manzo, the CW stated to Cheatam, "I told him I'll give him another ten thousand after the election . . . plus the seventy-five hundred for [Khalil]." Cheatam indicated that he understood by replying in the affirmative.

v. After Cheatam accepted the \$10,000 payment referenced in Paragraph 4(u), Cheatam told the CW that Cheatam would return shortly with Ronald Manzo, and walked back into the restaurant where Ronald Manzo was located. Minutes later, Ronald Manzo and Cheatam left the restaurant and met the CW outside in the parking lot. Ronald Manzo accepted an envelope (which was

concealed in a road map) containing the \$10,000 cash from Cheatam.

April 23, 2009 Telephone Conversation Between Cheatam and the Consultant

w. Later on this same date, Cheatam placed a telephone call to the Consultant. During this conversation, the parties discussed the earlier meeting with Ronald Manzo and the CW. The Consultant inquired whether payment was made to Ronald Manzo on behalf of defendant LOUIS MANZO, by asking Cheatam, "[w]hat'd we do for Manzo?" Referring to the corrupt \$10,000 payment that Ronald Manzo accepted from the CW through Cheatam, Cheatam replied, "uh, 10."

The Charges

5. From in or about January 2009 to in or about April 2009, in Hudson County, in the District of New Jersey and elsewhere, defendant

LOUIS MANZO

with Ronald Manzo, Cheatam, and the Consultant did knowingly and intentionally travel in interstate commerce with the intent to promote, manage, establish, carry on and facilitate the promotion, management, establishment and carrying on of an unlawful activity - namely, bribery, contrary to N.J. Stat. Ann. § 2C:27-2, and thereafter performed, attempted to perform, and caused and induced the performance of, acts to promote, manage, establish, carry on and facilitate the promotion, management,

establishment and carrying on of the unlawful activity, as follows:

COUNT	INTERSTATE TRAVEL	SUBSEQUENT ACTS
1	Travel by defendant LOUIS MANZO and others from the State of New Jersey to the State of New York on or about February 23, 2009 to meet the CW at restaurant in Staten Island, New York	<p>(a) After being informed that Cheatam and the CW were meeting with him so that he would be "favorable" toward the CW's project in Jersey City, inquiring about the project.</p> <p>(b) After being informed that Cheatam and the CW would be "doing some contributions to your campaign," stating, "Okay."</p> <p>(c) After being told by the CW that the CW's "main issue" was "getting my approvals" and "not waiting and getting jerked around for three years," stating, "Yep. Yep. Right." and "Right."</p> <p>(d) Causing and inducing Cheatam and Ronald Manzo to accept \$10,000 corrupt payment from the CW for the benefit of defendant LOUIS MANZO on or about February 25, 2009.</p> <p>(e) Causing and inducing Cheatam to meet with the CW in Jersey City, New Jersey on or about February 25, 2009.</p> <p>(f) Meeting with Ronald Manzo, Cheatam and the CW on or about March 4, 2009.</p>

COUNT	INTERSTATE TRAVEL	SUBSEQUENT ACTS
2	Travel by defendant LOUIS MANZO and others from the State of New Jersey to the State of New York on or about March 4, 2009 to meet the CW at restaurant in Staten Island, New York	<p>(a) After being told by the CW that the CW would "do something on account of [the Promotion Transaction]," stating, "Okay."</p> <p>(b) After being asked by the CW, "You got that thing [the cash payment] that I gave to [Cheatam] already, right?", answering, "Yes. Yes, I did."</p> <p>(c) After being told by the CW that the cash payment to Cheatam was "the first," stating, "Yep. Okay."</p> <p>(d) After being told by the CW that "you can count on me for more," and "I'm a generous guy," stating repeatedly, "I appreciate it."</p> <p>(e) Causing and inducing Ronald Manzo to meet the CW in Bayonne, New Jersey on or about April 23, 2009, where he agreed to accept, and later directed Cheatam to accept from the CW, an envelope containing \$10,000 cash as additional payment for the benefit of defendant LOUIS MANZO to assist with the CW's real estate approvals.</p> <p>(f) Causing and inducing Cheatam to speak, over the telephone, on or about April 23, 2009, where Cheatam confirmed that defendant LOUIS MANZO and Ronald Manzo received a \$10,000 cash payment from the CW on this date.</p>

In violation of Title 18, United States Code, Section 1952(a) (3) and Section 2.

COUNT 3

Misprision of a Felony

1. Paragraph 1 of Counts 1 to 2 of this Second Superseding Indictment are hereby repeated and realleged as if set forth in full herein.

2. From in or about February 2009 to in or about July 2009, in Hudson County, in the District of New Jersey, and elsewhere, defendant

LOUIS MANZO

having knowledge of the actual commission of felonies by Edward Cheatam and Ronald Manzo (namely, conspiring to violate and violating the Travel Act, Title 18, United States Code, Section 1952(a), by traveling in interstate commerce to establish, promote, manage, carry on and facilitate a bribery scheme, contrary to N.J. Stat 2C:27-2) that was cognizable by a Court of the United States, did conceal (by filing campaign finance reports with the New Jersey Election Law Enforcement Commission that intentionally did not disclose the receipt of monies from the CW) and not as soon as possible make known the same to some judge and other person in civil authority under the United States.

In violation of Title 18, United States Code, Section 4.

~~FOREPERSON~~

Paul J. Fishman

PAUL J. FISHMAN
UNITED STATES ATTORNEY

CASE NUMBER: 09-759 (JLL)

United States District Court
District of New Jersey

UNITED STATES OF AMERICA

v.

LOUIS MANZO

SECOND SUPERSEDING INDICTMENT

18 U.S.C. §§ 4, 1952(a)(3) and § 2

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