

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA : Crim. No. 12-
 :
v. :
 : 18 U.S.C. § 1956(a)(1)(B)(i)
ROBERT WARNEY : 18 U.S.C. § 2

INFORMATION

The defendant having waived in open court prosecution by Indictment, the United States Attorney for the District of New Jersey charges that:

1. At all times relevant to this Information:

a. Defendant ROBERT WARNEY was the Director of the Hamilton Township, New Jersey, Department of Community Planning and Compliance, and an associate of John Bencivengo ("Bencivengo"), the Mayor of Hamilton Township, New Jersey.

b. As the Mayor of Hamilton Township, Bencivengo was in a position to influence, and did influence, actions taken on behalf of Hamilton Township.

c. The Hamilton Township School District (the "District") provides public education from kindergarten to twelfth grade in Hamilton Township. The District is managed by the Hamilton Township Board of Education (the "School Board"), which is comprised of nine elected members. The District paid for, and maintained, various health insurance policies for District employees. Bencivengo, as the Mayor of Hamilton

Township, was in a position to influence, and did influence, actions taken by the School Board.

d. There was a witness who was cooperating with federal authorities from in or about June 2011 (the "CW"), who provided insurance brokerage services for public entities, including municipalities and school boards. The CW was an employee of a company (the "Insurance Broker") that provided insurance brokerage services in New Jersey, as well as in other states. The Insurance Broker was based in New Jersey and had an office in another state. Between in or about 2006 to in or about June 2012, the CW and the Insurance Broker provided insurance brokerage services to the District. As the District's health insurance broker, the CW made recommendations with respect to health insurance carriers and assisted in negotiating premium renewal rates with such insurance carriers, among other things. For these services, the CW received yearly commissions with respect to the District's health insurance policies.

2. From on or about May 12, 2011 to in or about June 2011, in Mercer County, in the District of New Jersey, and elsewhere, defendant

ROBERT WARNEY

knowing that the property involved in the financial transaction represented the proceeds of some form of unlawful activity, did conduct and attempt to conduct financial transactions knowing

that the transactions were designed in whole and in part to conceal and disguise the nature, location, source, ownership, and control of the proceeds of specified unlawful activity, namely Bencivengo's obstruction of interstate commerce by the extortion under the color of official right by obtaining money from the CW in exchange for Bencivengo's official influence contrary to Title 18, United States Code, Section 1951(a), as set forth below.

3. On or about May 12, 2011, Bencivengo and the CW met at Bencivengo's residence in Hamilton Township, New Jersey. At that meeting, Bencivengo asked the CW to provide him with money so that he could pay taxes and living expenses. Bencivengo and the CW agreed that the CW would provide \$5,000 to Bencivengo. The CW told Bencivengo of the CW's concern that a newly elected member of the School Board ("School Board Member No. 1") favored publicly bidding the District's insurance brokerage services instead of just retaining the CW and the Insurance Broker. Bencivengo promised to speak to the School Board Member about retaining the CW, as opposed to putting the services out for public bid.

4. At that May 12, 2011 meeting, Bencivengo directed the CW to make the \$5,000 payment by check made payable to defendant WARNEY. Bencivengo then called defendant WARNEY and directed defendant WARNEY to immediately meet with him and the CW. In order to conceal the nature of the payment, defendant WARNEY,

Bencivengo, and the CW agreed that the CW would make the check payable to defendant WARNEY's spouse. To further conceal the nature of the payment, it was also agreed that if anyone asked defendant WARNEY or the CW about the \$5,000 check, that they would say that the CW purchased a bedroom set from defendant WARNEY's spouse. The CW then gave defendant WARNEY a check in the amount of \$5,000 with the notation "Cherry Bedroom Set" (the "5/12/11 Check").

5. On or about May 12, 2011, in Hamilton, New Jersey, defendant WARNEY deposited the 5/12/11 Check into an account in the name of his spouse at a financial institution which was engaged in, and the activities of which affected, interstate and foreign commerce.

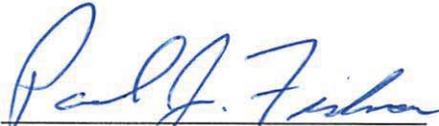
6. On June 17, 2011, during a meeting recorded by the CW, defendant WARNEY told the CW that he had withdrawn and given to Bencivengo approximately \$4,500 of the \$5,000 in proceeds from the 5/12/11 Check. Defendant WARNEY also told the CW that he had given the money to Bencivengo in small increments because defendant WARNEY "d[id]n't like to pull out too much at once."

7. On or about July 11, 2011, in a conversation recorded by the CW, Bencivengo told the CW that he had received the \$5,000 from the 5/12/11 Check from defendant WARNEY in \$500 and \$1,000 increments over a period of several weeks.

8. On March 14, 2012, during a meeting that Bencivengo

recorded, Bencivengo asked defendant WARNEY if defendant WARNEY would agree to accept another check from the CW, deposit that check into defendant WARNEY's spouse's bank account, and thereafter distribute the proceeds to Bencivengo. Defendant WARNEY agreed but instructed Bencivengo that a notation should be put on the front of the check to conceal the nature of the payment. Defendant WARNEY further stated that, in the event that the corrupt payment purportedly underlying this concealed transaction was uncovered, "We'll all have a wing and striped uniforms," referring to the likely jail sentence that they would serve.

In violation of Title 18, United States Code, Section 1956(a)(1)(B)(i), and Title 18, United States Code, Section 2.


PAUL J. FISHMAN
UNITED STATES ATTORNEY

CASE NUMBER: _____

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District of New Jersey**

UNITED STATES OF AMERICA

v.

ROBERT WARNEY

INFORMATION FOR

18 U.S.C. § 1956(a)(1)(B)(i) and 18 U.S.C. § 2

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