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| UNITED STATES OF AMERICA | : | CRIMINAL COMPLAINT |
| | : | |
| v. | : | |
| | : | |
| MIMS HACKETT, JR. | : | Mag. No. 07- |

Signature of Judicial Officer

ATTACHMENT A

I, James J. Breen, 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 MIMS HACKETT, JR. (hereinafter, "defendant HACKETT") (a) served as the elected mayor of the City of Orange, New Jersey and (b) represented the 27th District as an Assemblyman in the New Jersey General Assembly, encompassing various municipalities in Essex County, New Jersey, including the City of Orange. As the elected mayor for the City of Orange, defendant HACKETT's duties included, but were not limited to: (a) enforcing the City of Orange's charter and ordinances and all general laws thereto; (b) supervising, directing and controlling all departments of municipal government; and (c) negotiating contracts for the municipality, subject to the approval of the City Council.

2. At all times relevant to this Complaint, two cooperating witnesses ("CW-1" and "CW-2") and an undercover law enforcement agent ("UCA") purported to be representatives of a company capable of providing insurance brokerage services to governmental entities (hereinafter the "Insurance Brokerage Business"). As represented by these individuals, the Insurance Brokerage Business was based in New Jersey, did business in various states, and paid for goods and services in interstate commerce.

3. On or about May 24, 2007, with the assistance of an elected official ("Official 1") who had received corrupt payments from the Insurance Brokerage Business, defendant HACKETT met CW-1, CW-2 and the UCA at a restaurant in Orange, New Jersey. During the meeting, the CWs presented the insurance brokerage services that could be offered to the City of Orange by the Insurance Brokerage Business. At the conclusion of the meeting, defendant HACKETT and CW-2, spoke privately. Defendant HACKETT and CW-2 agreed that any financial arrangements between them should be concealed and not involve anyone else. Defendant HACKETT and CW-2 further discussed the timing of the corrupt payments to be given to defendant HACKETT in exchange for his official assistance in securing City of Orange insurance brokerage work for the Insurance Brokerage Business. Defendant Hackett agreed with CW-2 to accept a \$5,000 up-front payment from

the Insurance Brokerage Business, and then a \$25,000 payment once the City of Orange approved an insurance brokerage contract for the Insurance Brokerage Business. When specifically asked by CW-2 if this arrangement "work[ed]" for him, defendant HACKETT responded: "Oh yeah."

4. On or about July 9, 2007, Official 1 met the CWS in Newark, New Jersey to provide them updates on Official 1's efforts to assist the Insurance Brokerage Business with the City of Orange and elsewhere. When discussing the prospect of obtaining insurance brokerage business with defendant HACKETT and the City of Orange, Official 1 offered to follow up with defendant HACKETT and reassured CW-2 by stating "Mims is cool. I can reach out to Mims and say 'Hey, have a follow up meeting [with the Insurance Brokerage Business] and I really appreciate it.' He's gonna do it."

5. On or about August 14, 2007, defendant HACKETT met with Official 1, CW-1, CW-2, UCA and certain City of Orange officials at City Hall in Orange, New Jersey. During the meeting, the CWS proposed that the City of Orange put forth a Request for Qualifications ("RFQ") sometime in or about early fall 2007 to narrow the number of insurance providers who already were providing certain insurance products to City of Orange employees. While one of the Orange officials expressed reservations regarding a proposal to narrow the number of providers and about the time frame under which such proposal could be implemented, defendant HACKETT indicated his general support for the CWS' proposal to narrow the number of insurance providers through an RFQ process.

6. On that same day, shortly after this City Hall meeting, defendant HACKETT met Official 1, CW-1, CW-2 and UCA at a nearby restaurant in Orange. During this luncheon meeting, defendant HACKETT and the others continued to discuss certain insurance business that the Insurance Brokerage Business sought to obtain in the City of Orange. In particular, defendant HACKETT continued to indicate that he would attempt to facilitate the CWS' proposal, and also indicated that the Orange official who had expressed reservation at the earlier meeting would not be a problem. At the conclusion of this luncheon meeting, defendant HACKETT spoke privately with CW-2 in the area around City Hall in Orange. Defendant HACKETT accepted a cash payment of \$5,000 in exchange for his official action and support in attempting to obtain insurance business in the City of Orange in favor of the Insurance Brokerage Business. Defendant HACKETT accepted the \$5,000 in cash contained inside a brochure describing the Insurance Brokerage Business' benefits. Defendant HACKETT was reminded by CW-2 that this \$5,000 cash payment pertained to their

agreement that defendant HACKETT would receive \$5,000 up front (as set forth in paragraph 5) to which defendant HACKETT replied "[o]h, okay." Defendant HACKETT thereafter took the brochure containing the \$5,000 cash payment, left CW-2 and walked back towards City Hall.

7. On or about August 31, 2007, defendant HACKETT spoke to Official 1 concerning the anticipated RFQ to be issued by the City of Orange regarding insurance brokerage services involving the Insurance Brokerage Business. Defendant HACKETT confirmed his understanding that the Insurance Brokerage Business wanted to "try to work something out" for September or October 2007. With respect to the proposed RFQ, defendant HACKETT further indicated that defendant HACKETT would contact the City of Orange Business Administrator in early September 2007, and that defendant HACKETT was going to "see if we can make a movement on that at this point" on behalf of the Insurance Brokerage Business.