
UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA : **CRIMINAL COMPLAINT**

v. :

JAMES T. McCORMICK : Mag. No. 07-

I, James J. Breen, being duly sworn, state the following is true and correct to the best of my knowledge and belief.

From in or about August 2006 to in or about October 2006, in Atlantic County, in the District of New Jersey and elsewhere, defendant

JAMES T. McCORMICK

did knowingly and willfully conspire with another Pleasantville Board of Education member and others to obstruct, delay, and affect interstate commerce by extortion under color of official right, by accepting corrupt payments that were paid by another, with that person's consent.

In violation of Title 18, United States Code, Sections 1951(a).

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.

James J. Breen, Special Agent
Federal Bureau of Investigation

Sworn to before me and subscribed in my presence,
September ____, 2007, at Trenton, New Jersey

HONORABLE TONIANNE BONGIOVANNI
UNITED STATES MAGISTRATE JUDGE

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 JAMES T. McCORMICK (hereinafter "defendant McCORMICK") served as a member of the Pleasantville Board of Education (hereinafter "PBOE") in Pleasantville, New Jersey. In his capacity as an elected board member, defendant McCORMICK's duties included, but were not limited to, participating in the allocation of school district resources, establishing district policy and approving certain district expenditures and contracts, to include contracts for insurance brokerage services and roofing services.

2. At all times relevant to this Complaint, two cooperating witnesses ("CW-1" and CW-2") purported to be representatives of companies capable of providing insurance brokerage services (the "Insurance Brokerage Business") and roofing services (the "Roofing Business") to governmental entities. As represented by the CWs, their businesses were based in New Jersey, did business in various states, and paid for goods and services in interstate commerce.

3. Beginning in or about May 2006, a member of the PBOE (hereinafter "Official 1") and CW-1 discussed that certain members of the PBOE, including defendant McCORMICK, would accept corrupt payments in exchange for their official action and influence as PBOE members. Subsequently, Official 1 and other members of the PBOE accepted cash payments in exchange for their supporting, among other things, the CWs' efforts to secure roofing and insurance brokerage business from the PBOE. A portion of these corrupt payments was given to defendant McCORMICK to obtain his official support.

4. On or about August 3, 2006, Official 1 met CW-1 and another public official (hereinafter "Official 2") at a restaurant in Smithville, New Jersey. The purpose of the meeting was to discuss the Insurance Brokerage Business obtaining insurance brokerage business with the PBOE. During the meeting, a discussion ensued concerning the number of votes that Official

1 could garner to ensure that the Insurance Brokerage Business obtained insurance business from the PBOE. Official 1 stated that "[w]e've got five solid votes now with McCORMICK up there . . . We keep people in line."

5. Later that same day, in an unrecorded telephone conversation, Official 1 spoke with CW-1. According to CW-1, Official 1 informed CW-1 that defendant McCORMICK had been formally appointed to fulfill an unexpired PBOE term, and characterized defendant McCORMICK as "definitely on the team."

6. On or about August 7, 2006, Official 1 met CW-1, CW-2 and a certain individual ("Individual 2") at a casino in Atlantic City, New Jersey. The parties discussed opportunities for the Insurance Brokerage Business to obtain insurance brokerage contracts from the PBOE. When Official 1 was questioned as to whether he could secure the necessary five votes to command a majority of the PBOE, Official 1 identified four PBOE members who would support the Insurance Brokerage Business: "you got four people - myself, [two named PBOE members], and McCORMICK who wanna do what we gotta do."

7. On or about August 22, 2006, Official 1 met CW-1 in Pleasantville, New Jersey. In referring to the members of the PBOE who would vote in favor of awarding insurance brokerage business to the Insurance Brokerage Business, CW-1 asked Official 1: "you got McCORMICK, right?" Official 1 replied, "Yeah, I got me, McCORMICK, [and two named PBOE members]".

8. On or about August 25, 2006, Official 1 spoke to CW-1 on the telephone. During the conversation, Official 1 suggested that CW-1 and Official 1 "put the play in motion," referring to their attempt to secure an insurance brokerage contract for CW-1 from the PBOE. CW-1 asked Official 1 whether an insurance brokerage contract would be voted on at the next PBOE meeting, Official 1 replied only if CW-1 had "enough [expletive] for the next Board meeting," referring to corrupt payments. In discussing the amounts of money to be paid in exchange for securing this contract, Official 1 and CW-1 agreed that, in addition to other payments, \$1,000 would be paid to defendant McCORMICK.

9. On or about September 6, 2006, Official 1 met CW-1 at a restaurant in Northfield, New Jersey. During this meeting, Official 1 updated CW-1 on Official 1's continued efforts to garner the necessary PBOE votes to obtain insurance brokerage business for the Insurance Brokerage Business. Official 1 identified the PBOE members who would vote to award a contract to the Insurance Brokerage Business: "We got five votes up there --

myself, [two named PBOE members], McCORMICK and [one named PBOE member]."

11. Later during this same meeting, Official 1 discussed how corrupt payments would be distributed among the five PBOE members who were to vote in favor of the Insurance Brokerage Business. Official 1 indicated that defendant McCORMICK would receive a \$5,000 payment in exchange for his official support.

12. On or about September 12, 2006, as a consequence of this corrupt arrangement, defendant McCORMICK and Official 1, among others, voted to pass a resolution authorizing the Insurance Brokerage Business to provide insurance brokerage services to the PBOE.

13. On or about September 28, 2006, in accordance with Official 1's instructions, CW-2 wire transferred \$3,500 to a bank account in Atlanta, Georgia, with the beneficiary listed as defendant McCORMICK.

14. On or about November 8, 2006, defendant McCORMICK was interviewed at the FBI office in Atlantic City, New Jersey. During the interview, defendant McCORMICK acknowledged that he had received the \$3,500 wire transfer discussed in paragraph 13. In explaining why he had received these funds, defendant McCORMICK stated that he told Official 1 that he needed \$2,000 to \$3,000 to renovate his basement so that the Pleasantville Democratic Club had a place to hold its meetings. Defendant McCORMICK further stated that he then received a telephone call from Official 1, who asked defendant McCORMICK whether he wanted the funds by cash or check. Defendant McCORMICK said that he instructed Official 1 that he wanted the money transferred into his account.

15. Defendant McCORMICK described this account as a "dummy" account and said that he put the money there so it could not be traced back to him. Defendant McCORMICK further stated that the money was ultimately transferred to a woman whom he had known for more than 25 years, but defendant McCORMICK was unable to provide any contact information for this woman.