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UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY

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UNITED STATES OF AMERICA                                 :         **CRIMINAL COMPLAINT**  
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JONATHAN SOTO   :         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.

Between in or about November 2006 and in or about February 2007, in Passaic County, in the District of New Jersey and elsewhere, defendant

JONATHAN SOTO

did knowingly and willfully attempt to obstruct, delay, and affect interstate commerce by extortion under color of official right, by soliciting and accepting corrupt payments that were paid by another, with that person's consent.

In violation of Title 18, United States Code, Sections 1951(a) and 2.

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.

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James J. Breen, Special Agent  
Federal Bureau of Investigation

Sworn to before me and subscribed in my presence,  
September 5, 2007, at Trenton, New Jersey

HONORABLE TONIANNE BONGIOVANNI  
UNITED STATES MAGISTRATE JUDGE

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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 JONATHAN SOTO was an elected member of the City Council for the City of Passaic ("Passaic City Council"), the elected, legislative body of the municipal government of the City of Passaic, New Jersey. As a member of the Passaic City Council, among other things, defendant SOTO was empowered to vote on ordinances and resolutions, including those relating to government contracts brought before the 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 companies capable of providing insurance brokerage services (the "Insurance Brokerage Business") to governmental entities. 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. From in or about November 2006 to in or about February 2007, defendant JONATHAN SOTO solicited and accepted corrupt payments from CW-1, CW-2 and UCA in exchange for the performance of his official duties and for his official influence as a member of the Passaic City Council. Defendant SOTO accepted cash and other payments from CW-1, CW-2 and UCA for, among other things, advocating for and voting on Passaic City Council resolutions favoring the Insurance Brokerage Business.

4. On or about November 3, 2006, CW-1 and CW-2 met with defendant SOTO and other City of Passaic officials to discuss opportunities for the Insurance Brokerage Business to obtain authorization to provide insurance services for the City of Passaic. Several hours after the conclusion of this meeting, CW-1 and defendant SOTO spoke over the telephone. During this conversation, CW-1 assured defendant SOTO that CW-2 was "scrambling to try to put the money together because [CW-1 and CW-2] see the opportunity in Passaic." Referring to the meeting

earlier that day, defendant SOTO responded that "this is the top" and "this is what's going to make everything happen, including the Board [referring to the Passaic Board of Education]." Defendant SOTO continued that he "would drive down tomorrow just to pick something up" (meaning that he would drive to meet CW-1 to pick up a corrupt payment). In describing the opportunities for CW-1, defendant SOTO stated: "The sky is the limit with Passaic, if we do the right thing with one man" (referring to another City of Passaic official (hereinafter "Official 1")). Defendant SOTO continued by offering to help CW-1 corruptly obtain business opportunities in other municipalities: "Moving forward, I have other friends in other municipalities, and I'm all for getting my feet wet as well, man, you know what I'm saying, and I'm very appreciative that, you know, you guys have counted me as part of the team."

5. On or about November 4, 2006, at approximately 9:23 a.m., CW-1 received a text message from defendant SOTO's cellular telephone, which read: "[a]ny word on that cake" [referring to the status of the corrupt payment]?

6. Approximately twelve hours later, defendant SOTO and CW-1 met in CW-1's car at a rest stop along the Garden State Parkway. During this meeting, defendant SOTO accepted \$5,000 in cash from CW-1. CW-1 and defendant SOTO discussed the terms of the corrupt deal; specifically, that defendant SOTO and Official 1 would receive \$25,000 in exchange for the Insurance Brokerage Business obtaining authorization to offer certain insurance brokerage services to the City of Passaic and \$25,000 in exchange for the Insurance Brokerage Business obtaining authorization to offer certain insurance brokerage services to the Passaic Board of Education.

7. On or about November 7, 2006, defendant SOTO and CW-1 met in CW-1's car in the parking lot of a shopping center. Shortly after entering the car, defendant SOTO accepted another \$5,000 in cash from CW-1 in furtherance of the corrupt scheme.

8. On or about December 14, 2006, in a telephone conversation with CW-1, defendant SOTO requested that CW-1 send, via electronic mail, a draft resolution authorizing the Insurance Brokerage Business to provide certain insurance brokerage services to the City of Passaic. Subsequently, CW-1 provided a conforming resolution.

9. On or about December 19, 2006, defendant SOTO, CW-1 and UCA met and discussed the resolution, which was to be presented to the Passaic City Council later that evening. Referring to the resolution and the fact that it would be placed before the

Passaic City Council that evening, defendant SOTO assured CW-1, "we're on tonight, it's all good". CW-1 confirmed with defendant SOTO that defendant SOTO would receive \$12,500 for the passage of the resolution and an additional \$12,500 after the Insurance Brokerage Business began providing insurance brokerage services pursuant to the resolution.

10. On or about December 19, 2006, the Passaic City Council passed a resolution authorizing the Insurance Brokerage Business to provide certain insurance services to the City of Passaic. Defendant SOTO voted for the resolution; however, the resolution was rescinded after defendant SOTO left the council meeting.

11. On or about December 20, 2006, CW-1 received a text message transmitted from defendant SOTO's cellular telephone. In that message, defendant SOTO utilized coded language to demand a corrupt payment from CW-1, writing: "will need that green broccoli for the 1st entree." Later that day, after learning that the Passaic City Council voted to rescind the resolution, defendant SOTO sought to reassure CW-1 about the passage of the resolution, by telling CW-1 that the "the real power is with [Official 1]" - as opposed to the members of the Council who had voted against the resolution and for its rescission.

12. On or about January 31, 2007, defendant SOTO in a consensually-recorded telephone conversation with UCA and CW-2, stated that in the coming months, defendant SOTO would focus on getting "all we can from. . . my home town" [referring to the City of Passaic] and that afterwards, defendant SOTO would attempt to assist the Insurance Brokerage Business in obtaining work in other New Jersey municipalities.

13. On or about January 9, 2007, during a meeting of the Passaic City Council, defendant SOTO supported the reinstatement of the rescinded resolution by raising that the Council's prior rescission had been improper. Ultimately, the Council determined that the prior rescission had not been in accordance with appropriate procedural rules. Thus, the resolution was passed.

14. On or about February 6, 2007, in a meeting in a car in Egg Harbor Township, New Jersey, defendant SOTO accepted an additional \$2,500 in cash from CW-1, a payment that followed numerous instances in which defendant SOTO received corrupt payments from the Insurance Brokerage Business via wire transfer to a nominee bank account. As CW-1 presented the cash payment to defendant SOTO, defendant SOTO asked, "how come you couldn't have just wired it, like last time?" Later during the conversation, in discussing the acquisition of certain insurance contracts for the Insurance Brokerage Business from the City of Passaic,

defendant SOTO stated: "I can't wait for this to happen. When this happens, I want to shut everybody up. I deliver what I say, [CW-1]."