

UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA : Hon.  
v. : Crim. No. 07-  
WILLIAM WALKER : 18 U.S.C. §§ 371,  
666(a)(1)(B), 1951(a), and 2

**INDICTMENT**

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

**COUNTS 1-19**

**(WALKER'S Extortion Under Color of  
Official Right (Friendly Maintenance))**

**Defendant, Individuals and Entities**

1. From in or about 2002 to in or about November 2006, defendant WILLIAM WALKER was employed by the City of New Brunswick's Department of Community Planning and Economic Development ("the Department") as the Director of the Neighborhood Preservation Project. As Director, defendant WILLIAM WALKER was responsible for, among other things, approving funding and contracts for the rehabilitation of substandard conditions in homes owned by qualified low-or-moderate-income owners within the City of New Brunswick. At all times relevant to Counts 1-19 of this Indictment, defendant WILLIAM WALKER resided in Pennsauken, New Jersey (the "private residence") and

owned a rental property (the "rental property") located in Camden, New Jersey.

2. At all times relevant to Counts 1-19 of this Indictment, the Department of Housing and Urban Development ("HUD") was an agency and department within the executive branch of the United States government that operated the Home Investment Partnership Program (the "HOME Program") and the Community Development Block Grant Program (the "CDBG Program") to help provide affordable housing and remedy substandard conditions in homes in participating jurisdictions. The City of New Brunswick was a participating jurisdiction that received funds from HUD through the HOME and CDBG programs. The Department was responsible for administering the HUD-funded HOME and CDBG programs as part of its Home Rehabilitation Assistance Program. The City of New Brunswick received distributions from HUD to fund its Home Rehabilitation Assistance Program via wire transfers from the Federal Reserve Banks in Pennsylvania and Washington D.C. to an account maintained by the City of New Brunswick at Bank of America in New Jersey.

3. At all times relevant to Counts 1-19 of this Indictment, Joseph M. McNulty and Sam K. John were co-owners and operators of Friendly Maintenance, a construction and maintenance business based in Middlesex County, New Jersey. From in or about January 2004 to in or about September 2006, the Department

awarded Friendly Maintenance in excess of approximately \$1.3 million in contracts for the rehabilitation of homes located in New Brunswick, New Jersey. During that time, Friendly Maintenance employed and paid at least one individual who resided in New York and traveled to New Jersey to perform the rehabilitation work in New Brunswick, New Jersey.

4. From in or about January 2004 to in or about September 2006, defendant WILLIAM WALKER routinely received corrupt cash payments, as further detailed below, from Friendly Maintenance. In addition, defendant WILLIAM WALKER received from Friendly Maintenance discounted work at his personal residence and rental property. Defendant WILLIAM WALKER received these illegal payments and benefits in order to influence and reward him for his official acts, including the awarding of rehabilitation contracts to Friendly Maintenance.

5. In or about the dates detailed below, in Middlesex County, in the District of New Jersey, and elsewhere, defendant

WILLIAM WALKER

knowingly and willfully did obstruct, delay and affect interstate commerce by extortion with the consent of Joseph McNulty, Sam John and Friendly Maintenance under color of official right by accepting and agreeing to accept corrupt cash payments as follows in exchange for defendant WALKER'S official action as specific

opportunities arose:

| COUNT | DATE            | APPROXIMATE PAYMENT AMOUNT |
|-------|-----------------|----------------------------|
| 1     | January, 2004   | \$1,000                    |
| 2     | March, 2004     | \$3,000                    |
| 3     | April, 2004     | \$3,000                    |
| 4     | November, 2004  | \$2,000                    |
| 5     | December, 2004  | \$3,000                    |
| 6     | February, 2005  | \$1,000                    |
| 7     | March, 2005     | \$3,000                    |
| 8     | April, 2005     | \$2,000                    |
| 9     | May, 2005       | \$3,000                    |
| 10    | September, 2005 | \$3,000                    |
| 11    | October, 2005   | \$3,000                    |
| 12    | November, 2005  | \$3,000                    |
| 13    | January, 2006   | \$3,000                    |
| 14    | March, 2006     | \$3,000                    |
| 15    | May, 2006       | \$3,000                    |
| 16    | June, 2006      | \$3,000                    |
| 17    | July, 2006      | \$3,000                    |
| 18    | August, 2006    | \$3,500                    |
| 19    | September, 2006 | \$3,000                    |

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

**COUNTS 20-22**  
**(WALKER Solicits and Accepts**  
**Corrupt Payments from Friendly Maintenance)**

1. Paragraphs 1 to 4 of Counts 1-19 of this Indictment are repeated and realleged as if set forth in full herein.

2. The Department was a department of a local government that received federal assistance in excess of \$10,000, during each of the relevant one-year periods.

3. In or about the dates detailed below, in Middlesex County, in the District of New Jersey and elsewhere, defendant

WILLIAM WALKER

did knowingly, willfully, and corruptly solicit, demand, accept, and agree to accept things of value detailed below from representatives of Friendly Maintenance with intent to be influenced and rewarded in connection with a business, transaction, and series of transactions of the District involving a thing of value of \$5,000 and more:

| COUNT | YEAR | THINGS OF VALUE                                       |
|-------|------|-------------------------------------------------------|
| 20    | 2004 | corrupt cash payments totaling approximately \$12,000 |
| 21    | 2005 | corrupt cash payments totaling approximately \$18,000 |
| 22    | 2006 | corrupt cash payments totaling approximately \$21,500 |

In violation of Title 18, United States Code, Sections 666(a)(1)(B) and 2.

**COUNTS 23-50**

**(WALKER'S Extortion Under Color of  
Official Right (Taj Maintenance))**

1. Paragraphs 1 to 3 of Counts 1-19 of this Indictment are repeated and realleged as if set forth in full herein.

2. At all times relevant to Counts 23-50 of this Indictment, George Thomas and Prakash George Karot were respectively co-owner/operator and manager/operator of Taj Maintenance, a construction and maintenance business based in Perth Amboy, New Jersey. From in or about June 2004 to in or about September 2006, the Department awarded Taj Maintenance in excess of approximately \$900,000 in contracts for the rehabilitation of homes located in New Brunswick, New Jersey. During that time, Taj Maintenance employed and paid at least one individual who resided in New York and traveled to New Jersey to perform the rehabilitation work in New Brunswick, New Jersey.

3. From in or about June 2004 to in or about September 2006, defendant WILLIAM WALKER routinely received corrupt cash payments, as further detailed below, from Taj Maintenance. Defendant WILLIAM WALKER received these corrupt payments in order to influence and reward him for his official acts, including the awarding of rehabilitation contracts to Taj Maintenance.

4. In or about the dates detailed below, in Middlesex County, in the District of New Jersey, and elsewhere, defendant

WILLIAM WALKER

knowingly and willfully did obstruct, delay and affect interstate commerce by extortion with the consent of George Thomas, Prakash George Karot and Taj Maintenance under color of official right as follows in exchange for defendant WALKER's official action as specific opportunities arose:

| COUNT | DATE            | APPROXIMATE PAYMENT AMOUNT                                                                                         |
|-------|-----------------|--------------------------------------------------------------------------------------------------------------------|
| 23    | June, 2004      | approximately \$1,900 in cash from Joseph McNulty and Sam John on behalf of Prakash George Karot and George Thomas |
| 24    | July, 2004      | approximately \$2,800 in cash from Joseph McNulty and Sam John on behalf of Prakash George Karot and George Thomas |
| 25    | August, 2004    | approximately \$3,800 in cash from Joseph McNulty and Sam John on behalf of Prakash George Karot and George Thomas |
| 26    | September, 2004 | approximately \$4,400 in cash from Joseph McNulty and Sam John on behalf of Prakash George Karot and George Thomas |
| 27    | October, 2004   | approximately \$1,400 in cash from Joseph McNulty and Sam John on behalf of Prakash George Karot and George Thomas |
| 28    | November, 2004  | approximately \$1,300 in cash from Joseph McNulty and Sam John on behalf of Prakash George Karot and George Thomas |
| 29    | December, 2004  | approximately \$2,400 in cash from Joseph McNulty and Sam John on behalf of Prakash George Karot and George Thomas |
| 30    | January, 2005   | approximately \$1,500 in cash from Joseph McNulty and Sam John on behalf of Prakash George Karot and George Thomas |
| 31    | February, 2005  | approximately \$2,500 in cash from Joseph McNulty and Sam John on behalf of Prakash George Karot and George Thomas |

|    |                 |                                                                                                                    |
|----|-----------------|--------------------------------------------------------------------------------------------------------------------|
| 32 | March, 2005     | approximately \$1,500 in cash from Joseph McNulty and Sam John on behalf of Prakash George Karot and George Thomas |
| 33 | April, 2005     | approximately \$1,500 in cash from Joseph McNulty and Sam John on behalf of Prakash George Karot and George Thomas |
| 34 | May, 2005       | approximately \$1,500 in cash from Joseph McNulty and Sam John on behalf of Prakash George Karot and George Thomas |
| 35 | June, 2005      | approximately \$1,500 in cash from Joseph McNulty and Sam John on behalf of Prakash George Karot and George Thomas |
| 36 | July, 2005      | approximately \$1,500 in cash from Joseph McNulty and Sam John on behalf of Prakash George Karot and George Thomas |
| 37 | August, 2005    | approximately \$2,000 in cash from Prakash George Karot and George Thomas                                          |
| 38 | September, 2005 | approximately \$3,000 in cash from Prakash George Karot and George Thomas                                          |
| 39 | October, 2005   | approximately \$3,500 in cash from Prakash George Karot and George Thomas                                          |
| 40 | November, 2005  | approximately \$2,000 in cash from Prakash George Karot and George Thomas                                          |
| 41 | December, 2005  | approximately \$3,000 in cash from Prakash George Karot and George Thomas                                          |
| 42 | January, 2006   | approximately \$2,000 in cash from Prakash George Karot and George Thomas                                          |
| 43 | February, 2006  | approximately \$2,000 in cash from Prakash George Karot and George Thomas                                          |
| 44 | March, 2006     | approximately \$2,000 in cash from Prakash George Karot and George Thomas                                          |
| 45 | April, 2006     | approximately \$2,000 in cash from Prakash George Karot and George Thomas                                          |
| 46 | May, 2006       | approximately \$2,000 in cash from Prakash George Karot and George Thomas                                          |
| 47 | June, 2006      | approximately \$2,000 in cash from Prakash George Karot and George Thomas                                          |

|    |                 |                                                                           |
|----|-----------------|---------------------------------------------------------------------------|
| 48 | July, 2006      | approximately \$2,000 in cash from Prakash George Karot and George Thomas |
| 49 | August, 2006    | approximately \$2,000 in cash from Prakash George Karot and George Thomas |
| 50 | September, 2006 | approximately \$2,000 in cash from Prakash George Karot and George Thomas |

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

**COUNTS 51-53**  
**(WALKER Solicits and Accepts**  
**Corrupt Payments from Taj Maintenance)**

1. Paragraphs 1 to 3 of Counts 1 to 19, paragraph 2 of Counts 20 to 22, and paragraphs 2 to 3 of Counts 23 to 50 of this Indictment are repeated and realleged as if set forth in full herein.

2. In or about the dates detailed below, in Middlesex County, in the District of New Jersey and elsewhere, defendant

WILLIAM WALKER

did knowingly, willfully, and corruptly solicit, demand, accept, and agree to accept things of value detailed below from representatives of Taj Maintenance with intent to be influenced and rewarded in connection with a business, transaction, and series of transactions of the District involving a thing of value of \$5,000 and more:

| COUNT | YEAR | THINGS OF VALUE                                       |
|-------|------|-------------------------------------------------------|
| 51    | 2004 | corrupt cash payments totaling approximately \$18,000 |
| 52    | 2005 | corrupt cash payments totaling approximately \$25,000 |
| 53    | 2006 | corrupt cash payments totaling approximately \$18,000 |

In violation of Title 18, United States Code, Sections 666(a)(1)(B) and 2.

**COUNT 54**

**(WALKER Conspires to Solicit and Accept  
Corrupt Payments from Contractors)**

1. Paragraphs 1 to 3 of Counts 1 to 19, paragraph 2 of Counts 20 to 22, and paragraphs 2 to 3 of Counts 23 to 50 of this Indictment are repeated and realleged as if set forth in full herein.

2. From in or about June 2004 to in or about July 2005, in Middlesex County, in the District of New Jersey, and elsewhere, defendant

WILLIAM WALKER,

and coconspirators Joseph M. McNulty and Sam K. John knowingly and willfully did conspire, combine, confederate and agree with each other to corruptly solicit, demand, accept, and agree to accept things of value, namely corrupt cash payments totaling approximately \$29,500, from representatives of Taj Maintenance, with intent to be influenced and rewarded in connection with a business, transaction, and series of transactions of the District involving a thing of value of \$5,000 and more, contrary to Title 18, United States Code, Section 666(a)(1)(B).

**OVERT ACTS**

In furtherance of this conspiracy and to effect its objects, the following overt acts were committed in the District of New Jersey and elsewhere:

| ACT NO. | DATE              | OVERT ACT                                                                                                                                                     |
|---------|-------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1       | June, 2004        | Defendant WALKER accepted approximately \$1,900 in cash from Joseph McNulty and Sam John on behalf of Prakash George Karot and George Thomas                  |
| 2       | July, 2004        | Defendant WALKER accepted approximately \$2,800 in cash from Joseph McNulty and Sam John on behalf of Prakash George Karot and George Thomas                  |
| 3       | August, 2004      | Defendant WALKER accepted approximately \$3,800 in cash from Joseph McNulty and Sam John on behalf of Prakash George Karot and George Thomas                  |
| 4       | August 10, 2004   | Defendant WALKER executed a "Proceed to Work Order," wherein he approved Taj Maintenance as the contractor for the rehabilitation of a New Brunswick property |
| 5       | September, 2004   | Defendant WALKER accepted approximately \$4,400 in cash from Joseph McNulty and Sam John on behalf of Prakash George Karot and George Thomas                  |
| 6       | October, 2004     | Defendant WALKER accepted approximately \$1,400 in cash from Joseph McNulty and Sam John on behalf of Prakash George Karot and George Thomas                  |
| 7       | November, 2004    | Defendant WALKER accepted approximately \$1,300 in cash from Joseph McNulty and Sam John on behalf of Prakash George Karot and George Thomas                  |
| 8       | December, 2004    | Defendant WALKER accepted approximately \$2,400 in cash from Joseph McNulty and Sam John on behalf of Prakash George Karot and George Thomas                  |
| 9       | December 10, 2004 | Defendant WALKER executed a "Proceed to Work Order," wherein he approved Taj Maintenance as the contractor for the rehabilitation of a New Brunswick property |

|    |                |                                                                                                                                              |
|----|----------------|----------------------------------------------------------------------------------------------------------------------------------------------|
| 10 | January, 2005  | Defendant WALKER accepted approximately \$1,500 in cash from Joseph McNulty and Sam John on behalf of Prakash George Karot and George Thomas |
| 11 | February, 2005 | Defendant WALKER accepted approximately \$2,500 in cash from Joseph McNulty and Sam John on behalf of Prakash George Karot and George Thomas |
| 12 | March, 2005    | Defendant WALKER accepted approximately \$1,500 in cash from Joseph McNulty and Sam John on behalf of Prakash George Karot and George Thomas |
| 13 | April, 2005    | Defendant WALKER accepted approximately \$1,500 in cash from Joseph McNulty and Sam John on behalf of Prakash George Karot and George Thomas |
| 14 | May, 2005      | Defendant WALKER accepted approximately \$1,500 in cash from Joseph McNulty and Sam John on behalf of Prakash George Karot and George Thomas |
| 15 | June, 2005     | Defendant WALKER accepted approximately \$1,500 in cash from Joseph McNulty and Sam John on behalf of Prakash George Karot and George Thomas |
| 16 | July, 2005     | Defendant WALKER accepted approximately \$1,500 in cash from Joseph McNulty and Sam John on behalf of Prakash George Karot and George Thomas |

In violation of Title 18, United States Code, Section 371.

A TRUE BILL

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CHRISTOPHER J. CHRISTIE  
UNITED STATES ATTORNEY