
UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA : **CRIMINAL COMPLAINT**
 :
 v. :
 :
 ELISA GRIFFIN : Mag. No. 07-7042

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

In or about January 2006, in Passaic County, in the District of New Jersey and elsewhere, defendant

ELISA GRIFFIN

did knowingly, willfully and corruptly solicit and demand and accept and agree to accept things of value, namely, cash payments, with the intent to be influenced and rewarded in connection with a business, transaction, or series of transactions of a local government or agency involving a thing of value of \$5,000 or more, where the government or agency received in a one-year period in excess of \$10,000 in federal funds.

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

Thomas J. Coyle, Special Agent
Federal Bureau of Investigation

Sworn to before me and subscribed in my presence,
March 23, 2007, at Newark, New Jersey

HONORABLE ESTHER SALAS
UNITED STATES MAGISTRATE JUDGE

Signature of Judicial Officer

ATTACHMENT A

I, Thomas J. Coyle, a Special Agent with the Federal Bureau of Investigation (“FBI”), am aware of the following facts as a result of my investigation and after having spoken with other law enforcement officials:

1. At all times relevant to this Complaint, defendant ELISA GRIFFIN was employed by the Housing Authority of the City of Paterson in Paterson, New Jersey (the “Housing Authority”). As an employee of the Housing Authority, defendant GRIFFIN participated in the administration of the Housing Authority’s Section 8 housing program by helping to identify eligible residential properties for program participants receiving Section 8 housing subsidies.

2. At all times relevant to this Complaint, a cooperating witness, “C.W.,” was an individual who was known in Paterson to be engaged in the real estate business. Specifically, C.W. was known to be an individual who helped buyers to purchase various residential properties in Paterson. C.W. then “managed” these properties for the buyers by renting them to recipients of Section 8 housing benefits. CW retained the rent payments for the properties, which exceeded \$5,000 per year.

3. In or about January 2006, defendant ELISA GRIFFIN solicited and accepted corrupt payments from C.W. in exchange for the performance of her official duties as a Housing Authority employee. Defendant GRIFFIN solicited cash bribes from C.W. totaling at least \$5,200 per year and accepted cash and other payments from C.W. totaling approximately \$1,900 for, among other things, placing Section 8 participants in rental apartments that defendant GRIFFIN believed to be owned and/or managed by C.W. The Section 8 housing subsidies potentially associated with these properties exceeded \$5,000 per year.

4. On or about January 20, 2006, defendant ELISA GRIFFIN met with C.W. in Paterson, New Jersey. This meeting was consensually monitored and recorded by the FBI and the U.S. Department of Housing and Urban Development, Office of the Inspector General (“HUD OIG”). C.W. explained to defendant GRIFFIN that C.W. had new apartments that C.W. wanted to rent to Section 8 tenants and that C.W. wanted “no headaches.” Defendant GRIFFIN nodded in response. C.W. further stated to defendant GRIFFIN, in substance and in part, that C.W. wanted to re-establish the “relationship” between them that had existed in the past. Defendant GRIFFIN stated that she was “cautious” because she was aware that C.W. previously had been investigated by the FBI. Defendant GRIFFIN further indicated to C.W. that C.W. still owed her approximately \$1,900, the equivalent of one month’s rent for one of C.W.’s apartments that defendant GRIFFIN previously had rented to a Section 8 tenant. Defendant GRIFFIN and C.W. discussed whether, on a going-forward basis, defendant GRIFFIN would continue to be

paid on a per-apartment basis or whether defendant GRIFFIN would receive a regular payment from C.W. every two weeks. Defendant GRIFFIN stated, in substance and in part, that she could “use all the money [she] can get” and that she wanted to be paid both bi-weekly and per apartment. Defendant GRIFFIN set the amount of the bi-weekly payment at \$200 and stated, in substance and in part, that this would be sufficient to “keep the paperwork moving.”

5. On or about January 25, 2006, defendant ELISA GRIFFIN met with C.W. in Paterson. This meeting was consensually monitored and recorded by the FBI and HUD OIG. At the meeting, defendant GRIFFIN informed C.W. that C.W. owed her \$1,933 for the rental of the apartment discussed during C.W.’s and defendant GRIFFIN’s prior meeting. Defendant GRIFFIN then accepted \$1,900 in cash from C.W. Defendant GRIFFIN inquired whether C.W. had additional apartments to rent, as she knew of at least three other families who were currently looking for housing.

6. During the one-year period relevant to this Complaint, the City of Paterson Housing Authority received in excess of \$10,000 in federal funding.