
UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA : **CRIMINAL COMPLAINT**
 :
 v. :
 :
 PRINCESS REAVES : Mag. No. 07-7048

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

From in or about April 2006 to in or about September 2006, in Passaic County, in the District of New Jersey and elsewhere, defendant

PRINCESS REAVES

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 PRINCESS REAVES was employed as a Deputy Court Administrator for the City of Paterson Municipal Court in Paterson, New Jersey (the “Municipal Court”). As a Deputy Court Administrator, defendant REAVES was responsible for docketing case entries in matters pending before the Court.

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. At all times relevant to this Complaint, a second individual, “C.W. #2,” was employed as a building inspector by the City of Paterson Department of Community Development. As a building inspector, C.W. #2's duties included the inspection of rental apartments, the issuance of violation orders providing notice of housing code violations at such properties, and, if necessary, the initiation of legal action in the Municipal Court against those landlords who failed to take prompt corrective action in response to a violation order. C.W. #2 began cooperating with federal authorities on or about May 9, 2006.

4. In or about April 2006, defendant PRINCESS REAVES and C.W. #2 agreed that defendant REAVES would dismiss several outstanding bench warrants issued to C.W. #1 in connection with housing code violations at various properties in exchange for payment from C.W. #1.

5. On or about May 1, 2006, the outstanding warrants issued to C.W. #1 that C.W. #2 had discussed with defendant PRINCESS REAVES were dismissed via entries in the Municipal Court’s docketing system.

6. On or about May 9, 2006, C.W. #1 and C.W. #2 met 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”). During the meeting, C.W. #1 paid C.W. #2 \$3,000 for dismissing the warrants. C.W. #2 stated, in substance and in part, that C.W. #2 intended to pay “Princess” — defendant PRINCESS REAVES — \$1,000 for her participation. After this meeting,

C.W. #2 was approached by myself and other agents and agreed to cooperate with federal authorities.

7. On or about May 10, 2006, C.W. #2 placed a telephone call to defendant PRINCESS REAVES. This telephone call was consensually monitored and recorded by the FBI and HUD OIG. During the call, C.W. #2 informed defendant REAVES that C.W. #1 had given C.W. #2 \$3,000 and asked defendant REAVES how much of that money she wanted. Defendant REAVES responded, in substance and in part, "Surprise me." C.W. #2 asked whether \$1,000 was acceptable and defendant REAVES responded that it was. Later that day, during a meeting that was consensually monitored and recorded by the FBI and HUD OIG, defendant REAVES accepted \$1,000 in cash from C.W. #2. C.W. #2 also provided defendant REAVES with information regarding two additional bench warrants, stating, in substance and in part, "they'll both be the same thing." Defendant REAVES responded, "Ok."

8. On or about May 24, 2006, C.W. #2 placed a telephone call to defendant PRINCESS REAVES. This telephone call was consensually monitored and recorded by the FBI and HUD OIG. During the call, C.W. #2 inquired about the warrants, and defendant REAVES stated that they would be dismissed that Friday. Defendant REAVES informed C.W. #2 that she "trusted" C.W. #2 to negotiate with C.W. #1 for a price for the dismissals. C.W. #2 indicated that C.W. #2 planned to ask for between \$500 and \$1,000 and defendant REAVES agreed to that amount.

9. On or about June 1, 2006, C.W. #2 placed a telephone call to defendant PRINCESS REAVES. This telephone call was consensually monitored and recorded by the FBI and HUD OIG. During the call, defendant REAVES informed C.W. #2 that two warrants issued to C.W. #1 had been disposed of, but that two others were still pending. When C.W. #2 asked whether the two remaining warrants could be dismissed, defendant REAVES responded, "That's up to you." Defendant REAVES stated that the price for these dismissals would be "more than" the price for the prior warrants.

10. On or about August 30, 2006, C.W. #2 placed a telephone call to defendant PRINCESS REAVES. This telephone call was consensually monitored and recorded by the FBI and HUD OIG. During the call, C.W. #2 inquired about the outstanding warrants, and defendant REAVES stated that they would be dismissed that Friday. C.W. #2 stated, in substance and in part, that C.W. #2 already had been paid \$3,000 by C.W. #1 for the dismissals, and asked how much defendant REAVES wanted. Defendant REAVES responded, "a one and a five," meaning \$1,500. C.W. #2 asked, "Fifteen?" and defendant REAVES responded, "Yes."

11. On or about September 14, 2006, defendant PRINCESS REAVES met with C.W. #2 in Paterson. This meeting was consensually monitored and recorded by the FBI

and HUD OIG. Defendant REAVES asked C.W. #2 to move C.W. #2's car, in which the meeting was taking place, because of the presence of security cameras. After C.W. #2 moved the car, defendant REAVES accepted \$1,500 in cash from C.W. #2. Defendant REAVES joked that C.W. #1 was a “crybaby.”

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