

UNITED STATES OF AMERICA : Hon. Patty Shwartz

v. : Magistrate No. 05-3127

KEVIN BENN : CRIMINAL COMPLAINT

SEE ATTACHMENT A

SEE ATTACHMENT B

Signature of Judicial Officer

ATTACHMENT A

From on or about May 31, 2005 to on or about November 1, 2005, in Monmouth County, in the District of New Jersey and elsewhere, defendant KEVIN BENN knowingly and wilfully did conspire and agree with others to willfully engage in the business of dealing in firearms without having a license to do so, contrary to Title 18, United States Code, Section 922(a)(1)(A).

OVERT ACTS

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

1. On or about June 28, 2005, in Marlboro, New Jersey, a co-conspirator of defendant KEVIN BENN ("CC1") sold three firearms and a bulletproof vest to a confidential witness working with law enforcement for approximately \$1,400.
2. On or about July 14, 2005, in Morganville, New Jersey, CC1 and another coconspirator of defendant KEVIN BENN ("CC2") sold three firearms to a confidential witness working with law enforcement for approximately \$1,200.
3. In or about October 2005, in Morganville, New Jersey, defendant KEVIN BENN gave CC2 and another coconspirator of defendant KEVIN BENN ("CC3") four firearms and a hand-grenade.

4. On or about November 1, 2005, in Marlboro, New Jersey, CC3 and another coconspirator of defendant KEVIN BENN ("CC4") sold six firearms, including three of the four firearms that had been obtained by defendant KEVIN BENN, to a confidential witness working with law enforcement for approximately \$7,500.

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

ATTACHMENT B

I, Michael Brokos, am a Special Agent with the Federal Bureau of Investigation. I have knowledge of the following facts based upon my investigation, review of reports and discussions with other law enforcement personnel and others:

1. Beginning in or about May 2005, CC2 asked a confidential cooperating witness ("CW") whether he was interested in purchasing firearms.

2. On or about June 28, 2005, the CW met CC1 at a storage facility in Marlboro, New Jersey (the "Storage Facility"). CC1 then sold the CW three firearms (a Colt Frontier Scout .22-caliber handgun, serial number 113296; a Colt Army .38-caliber handgun, serial number 1824SA; and a Stevens Model 94C 20-gauge shotgun with no visible serial number); and a bulletproof vest for approximately \$1,400.

3. On or about July 14, 2005, the CW met CC1 and CC2 at CC2's residence, in Morganville, New Jersey (the "Residence"). CC1 and CC2 then sold the CW three firearms (a Remington 870 Winchester 12-gauge shotgun, serial number 594265V; a Marlin Model 60 .22-caliber rifle, serial number 17373779; and a bolt action rifle, serial number 82082) for approximately \$1,200.

4. In or about October 2005, defendant KEVIN BENN met CC2 and CC3 at the Residence and gave them four firearms (a SPAS 12-gauge shotgun, an AK-47 MAK 90 7.62 mm rifle, a 7.62 assault rifle with a folding stock and a Smith & Wesson .45-caliber handgun) and a hand-grenade.

5. On or about October 11, 2005, CC2, CC3, and CC4 met the CW at the Storage Facility. CC2 offered to sell three firearms (the SPAS 12-gauge shotgun, AK-47 MAK 90 7.62 mm rifle, and the 7.62 assault rifle with a folding stock) and the hand-grenade to the CW for approximately \$7,500.

6. On or about November 1, 2005, the CW met with CC3 and CC4 at the Storage Facility. CC3 and CC4 then sold the CW six firearms (the SPAS 12-gauge shotgun, the 7.62 assault rifle with a folding stock, the a Russian Mosin Nagant 7.62 mm rifle, a Smith & Wesson .45-caliber handgun with defaced serial number, a High-Point .9mm semi-automatic rifle and a 12-gauge pump-action shotgun) for approximately \$7,500. Law enforcement officers (the "Officers") then arrested CC3 and CC4.

7. On or about November 1, 2005, the CW placed a consensually-monitored telephone call to defendant KEVIN BENN . In that telephone call, defendant BENN stated, in substance and in part, that he had provided the three firearms that had been sold to the CW, as well as the hand-grenade, and that he expected to be paid approximately \$1,100 by CC2 after the sale had been consummated.

8. Defendant KEVIN BENN then drove to the Residence, where he was met by the Officers. After being advised of his Miranda rights and waiving same, defendant BENN stated to the Officers, in substance and in part, that he had provided four firearms (the SPAS 12-gauge shotgun, the AK-47 MAK 90 7.62 mm rifle, the 7.62 assault rifle with folding stock and the Smith & Wesson .45-caliber handgun) and a hand-grenade to CC2; that he and CC2 had agreed to sell these weapons to the CW; and that defendant BENN would be paid approximately \$1,100 after the sale to the CW.

9. A check with federal and state law enforcement agencies revealed that defendant KEVIN BENN is not a licenced firearms dealer.

10. A check with federal and state law enforcement agencies revealed that CC1, CC2, CC3 and CC4 do not have licenses to sell, possess or carry any firearms.