

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

UNITED STATES OF AMERICA

v.

JOSEPH MOLLICA

**CRIMINAL COMPLAINT**

CASE NUMBER:

**UNDER SEAL**

I, the undersigned complainant, being duly sworn on oath, state that the following is true and correct to the best of my knowledge and belief: On or about October 14, 2011, at Chicago, in the Northern District of Illinois, Eastern Division JOSEPH MOLLICA defendant herein:

being an agent of the Forest Preserve District of Cook County, Illinois, corruptly solicited, accepted, and agreed to accept things of value, namely, a \$6,000 cash payment, intending to be influenced and rewarded in connection with a business, transaction, and series of transactions of the Forest Preserve District of Cook County, Illinois involving a thing of value of \$5,000 or more, the Forest Preserve District of Cook County being a unit of local government that received in excess of \$10,000 in federal funding in a period from January 1, 2011 to December 31, 2011;

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

I further state that I am a Special Agent with the Federal Bureau of Investigation, and that this complaint is based on the facts contained in the Affidavit which is attached hereto and incorporated herein.

\_\_\_\_\_  
Signature of Complainant  
BRYAN BUTLER  
Special Agent, Federal Bureau of Investigation (FBI)

Sworn to before me and subscribed in my presence,

October 1, 2013 at \_\_\_\_\_  
Date

Chicago, Illinois  
City and State

DANIEL G. MARTIN, U.S. Magistrate Judge  
Name & Title of Judicial Officer

\_\_\_\_\_  
Signature of Judicial Officer

STATE OF ILLINOIS                    )  
  )  
COUNTY OF COOK                    )

**AFFIDAVIT**

I, Bryan Butler, after being duly sworn, state as follows:

1. I am a Special Agent with the Federal Bureau of Investigation (FBI) and have been so employed since January 2010. I am currently assigned to the Chicago Field Office and specifically to a squad dedicated to investigating public corruption offenses. Prior to joining the FBI as a Special Agent, I practiced civil litigation as an associate attorney in the private sector.

2. The following information is based upon my personal observations, consensually recorded telephone conversations and in-person meetings, and knowledge and information I received from other federal law enforcement officers, as well as from a confidential human source (CHS) who has proven reliable and provided information which has been independently corroborated, as set forth in part herein.

3. On the basis of all of this information, which I have reviewed and determined to be reliable, I submit that the facts contained in this affidavit establish probable cause to believe that, on or about October 14, 2011, JOSEPH MOLLICA, being an agent of the Forest Preserve District of Cook County, Illinois (“FPDCC”), specifically, an Assistant Engineer for the FPDCC, corruptly solicited, accepted, and agreed to accept things of value, namely, a \$6,000 cash payment, intending to be influenced and rewarded in connection with a business, transaction, and series of transactions of the FPDCC involving a thing of value of \$5,000 or more, the FPDCC being a unit of local government that received in excess of \$10,000 in federal funding in a twelve month period from January 1, 2011, through December 31, 2011, in violation of Title 18, United States Code, Section 666(a)(1)(B). In particular, and as described in more detail below,

MOLLICA used his official position to direct FPDCC contracts to a favored contractor in exchange for bribes in the form of kickbacks from the contract proceeds.

4. Since this affidavit is being submitted for the limited purpose of setting forth probable cause to charge JOSEPH MOLLICA with a federal offense, I have not included each and every fact known to me concerning this investigation. I have set forth only the facts that I believe are sufficient to establish probable cause that MOLLICA knowingly and intentionally accepted a bribe in connection with official FPDCC business.

**Explanation of the Contract Bidding Process at the FPDCC**

5. The FPDCC is a unit of local government created by Illinois law (70 ILCS 801 *et seq.*). The FPDCC was created to acquire, restore, manage, and preserve land within Cook County in a natural state for the education, pleasure, and recreation of the public. All FPDCC contracts for supplies, materials, and equipment are to be awarded pursuant to FPDCC ordinances. All such contracts which involve an expenditure of more than \$25,000 must be approved by the FPDCC Board of Commissioners and signed by the President of the Board of Commissioners or his/her designee.

7. Awarding of contracts for supplies, materials, equipment and other contractual services over \$25,000 are based on competitive bids. Competitive bids are posted on the FPDCC's website. Documents which describe the services to be provided are given to potential bidders at pre-bid meetings. All bids must be sealed and deposited in a bid box located outside the Office of the Chief Procurement Officer of Cook County, located in the Cook County Administration Building, 118 North Clark Street, Chicago, Illinois. All competitive bids are opened at the same time. No bid may be changed, amended, or supplemented after the time for submission, which is specified in the advertisement for bids.

8. Purchases made by the FPDCC which are greater than \$750 but less than \$25,000 can be made in the open market without publication. Whenever practical, such purchases should be based on at least three bids. Bids for services which are less than \$25,000 are submitted to Assistant Engineers who work at the FPDCC Headquarters Building.

9. All purchases or contracts, except those which by their nature are not adaptable to award by competitive bidding, are to be awarded to the lowest responsible bidder, taking into consideration the qualities of the articles supplied, their conformity with the specifications of the project, their suitability to the requirements of the FPDCC in announcing the project, and the delivery terms.

10. The FPDCC can make emergency procurements and forego the bidding process when there exists a threat to public health or public safety, or when immediate expenditure is necessary for repairs to FPDCC property in order to protect against further loss of or damage to FPDCC property, to prevent or minimize serious disruption in FPDCC services, or to ensure the integrity of FPDCC records.

### **Background of the Investigation**

11. In approximately January 2011, the FBI received information from a cooperating source (hereinafter the "CHS")<sup>1</sup> concerning the illegal activities of MOLLICA in connection with his official position as an assistant engineer at the FPDCC. Specifically, the CHS informed the

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<sup>1</sup> The CHS was previously arrested by the FBI on, and subsequently pled guilty to, charges of participating in a narcotics conspiracy in the western suburbs of Chicago. Following his/her arrest, the CHS agreed to cooperate with the FBI in an effort to receive consideration in charging and sentencing decisions that will be made in connection with his/her case. In addition, the CHS has received financial compensation in connection with his/her ongoing cooperation with the FBI. To date, the CHS has received approximately \$9,000 from the FBI for his/her cooperation in this particular investigation. The information provided by the CHS has been independently corroborated by physical surveillance, consensual recordings, the making of controlled bribe payments, and information received from other law enforcement officers.

FBI that the CHS had learned that MOLLICA had accepted monetary kickbacks from contractors, such as Individual A, and others involved in the construction industry in exchange for MOLLICA awarding FPDCC construction contracts to these favored parties. The CHS agreed to consensually record conversations with MOLLICA and make controlled bribe payments to him in order to further this investigation.<sup>2</sup>

12. On or about January 20, 2011, at approximately 6:33 p.m., the CHS had a consensually recorded in-person meeting with Individual A, who was a friend of both the CHS and MOLLICA. During this conversation, Individual A told the CHS that Individual A acted as a broker between MOLLICA and the owner of Company A, a construction company. Individual A explained to the CHS that he acted as an intermediary to secure FPDCC contracts awarded by MOLLICA for Company A. Individual A also said that, after Company A performed the work and was paid on the FPDCC contract, Company A then gave Individual A a share of the contract proceeds as compensation for his services as a broker with MOLLICA. In return for awarding the contract to Company A, Individual A split his share of the proceeds from the contract with MOLLICA. Specifically, the CHS asked, "How much were you makin', couple grand [couple thousand dollars from FPDCC contracts]?"<sup>3</sup> Individual A replied, "It started off that way. There were small jobs, but there were some big jobs comin' up. I could a done, I was getting, uh, what you call, twenty percent [of the contract proceeds on FPDCC contracts awarded by MOLLICA]."

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<sup>2</sup> At all times relevant to this investigation, the CHS was the owner of a construction company that had done business throughout Cook County.

<sup>3</sup> To the extent I refer to or provide interpretation for the contents of consensually recorded conversations in this affidavit, I am basing that on my review of the conversations as well as discussions with the CHS, who was present for those conversations. The transcripts of those conversations are in draft form and are not intended to be final transcripts. Additionally, the summaries of the conversations during the recorded calls do not necessarily include all statements or topics covered during the course of the recorded conversations.

Whatever the job was. So if it was a hundred thousand dollars [contract], I would get twenty thousand [\$20,000 from Company A]. When jobs were small, they were only like ten, twenty thousand dollar jobs." Later in the conversation, Individual A further explained, "[T]he job was twenty thousand. I get twenty percent, which would be, uh, four thousand dollars. Understand? I would take two thousand [\$2,000], give Frank, and then give, not Frank, give uh, JOE MOLLICA two thousand dollars [meaning that Individual A received a payment from Company A for jobs MOLLICA awarded to Company A and then Individual A would split the payment with MOLLICA]." The CHS asked, "So you guys would split it?" Individual A replied, "We guys [Individual A and MOLLICA] would split the twenty percent."

13. On or about June 27, 2011, at approximately 11:36 p.m., the CHS had a consensually recorded in-person meeting with MOLLICA at a restaurant located in Chicago, Illinois. Before the CHS met with MOLLICA, law enforcement equipped the CHS with a concealed audio recording device.

14. During the conversation in the restaurant, MOLLICA, among other topics, explained the FPDCC contract bidding procedures. Specifically, MOLLICA said, "First off, I have like, I have two kinds of jobs, okay - formal and informal."<sup>4</sup> The CHS asked, "What does that mean?" MOLLICA replied, "I'll explain it. It's \$25,000, okay. Informal is anything under

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<sup>4</sup> The basis for the identification of MOLLICA's voice is as follows: (i) During many of the consensually recorded in-person meetings discussed in this affidavit, the CHS was wearing a concealed audio/video recording device. As part of these recorded meetings, MOLLICA's face and voice were captured on video. Based on these videos, agents have listened to the conversations recorded as part of this investigation, both in-person and over the phone, and compared the voice of MOLLICA as heard on the videos with those recordings and confirmed that, in fact, the speaker in the conversations described in this affidavit is MOLLICA; (ii) the CHS made multiple recorded telephone conversations with MOLLICA. When the calls the CHS placed to MOLLICA were not answered, the CHS was forwarded to a pre-recorded automated voice mail messaging system which stated, "You have reached the voicemail of Joe MOLLICA."

\$25,000, okay. Which means you don't need to go get a bond, okay. You have to have insurance, but we don't even ask you for it, okay. So you bid on the job, okay, you win the bid, you're the lowest bidder, you get it." Later in the conversation, MOLLICA explained that emergency projects also arise occasionally. MOLLICA also explained, "I control asphalt, curb and gutter, sewer repair. Okay? And the demolition." The CHS said, "Okay." MOLLICA continued, "I do all that. As far as the building goes, other people do it, but I know what it is 'cause we're all in the same office. I know what their stuff is."

### **Contract A and Discussions Regarding Contract B**

15. On July 19, 2011, at approximately 5:51 p.m., the CHS had another consensually recorded in-person meeting with MOLLICA at an Italian restaurant located on Harlem Avenue in Chicago, Illinois. Before the CHS met with MOLLICA, agents equipped the CHS with concealed audio and video recording devices. Agents observed the CHS's vehicle leave the staging area. Approximately ten minutes later, law enforcement agents conducting surveillance ("surveillance") observed the CHS's vehicle parked in the vicinity of the restaurant. The CHS's vehicle remained in the parking lot during the CHS's meeting with MOLLICA.

16. During the conversation at the Italian restaurant, MOLLICA and the CHS discussed the following:

a. At one point during the meeting, the CHS and MOLLICA discussed the number of FPDCC contracts any one contractor could receive. Specifically, the CHS asked, "Hey, Joe [MOLLICA], is there one company that does all your work?" MOLLICA replied, "No." The CHS continued, "But what if, uh, somebody is good - real good? Would you guys give them, would you guys give them all the work?" MOLLICA answered, "We can't give it to them, we got to bid on it." The CHS said, "No, I understand that, but what I'm saying . . ."

MOLLICA then interjected, "If, here, if, if you bid, and you want ten jobs, you're gonna get ten jobs. It's as simple as that. . . Have companies have done numerous jobs for us? Absolutely. They do as much as they possibly can, and that's it. I mean, one year I had . . . forty parking lots which were like about six contracts and one guy got five of them. Somebody else got like one. He got like two, three million dollars." The CHS stated, "Fuck, man. Dude. Man, we'll make a lot of money." MOLLICA responded, "Yeah, so. The new administration [of the FPDCC Board], everything got a little screwed up this year and stuff is coming out slowly. Next year, everything is going to come out better."

b. Later in the conversation, the CHS and MOLLICA discussed the upcoming FPDCC budget. Specifically, MOLLICA said, "We've got a building eventually we'll have to swap and build." The CHS replied, "But see Joe [MOLLICA], honestly, on a building like that, what is it [the value of the construction contract], a million dollars?" MOLLICA replied, "To build it?" The CHS responded, "No, how much is the building?" MOLLICA answered, "Probably between 1.2 million and 1.3 million, something like that." The CHS then said, "Dude, on a million dollars, I'll give, I'll get you a hundred thousand cash [as a kickback to MOLLICA for his assistance in securing the construction contract for the CHS], just for yourself. And honestly, I'll make over three hundred [thousand dollars]." MOLLICA said, "I'm saying. . ." The CHS interjected, "That's where the money's at." MOLLICA replied, "Right."

c. Later, the CHS and MOLLICA discussed how the CHS could bid on and successfully win FPDCC construction contract bids. Specifically, the CHS asked, "But how would I bid on a job like that?" MOLLICA responded, "You go on that website that I gave you [earlier in the conversation], and you're gonna register your company name, okay?" CHS asked, "That's when you know when your things are coming?" MOLLICA replied, "Then you'll get an



e-mail every day or every two days, about jobs being bid in the city, and the county, and the Forest Preserve. You got two separate things. The Forest Preserve is separate from the county.” MOLLICA later said, “You’re gonna get a contract. You print it out. You’re going to get an e-mail. You open the e-mail. You download the job. Then I can help you from there.” The CHS responded, “Right, yeah but I mean the county, they’re not going to tell me what the bid is.” MOLLICA stated, “I can tell you what the bid is.” The CHS asked, “How?” MOLLICA replied, “I know how to figure things out.”

d. At another point during the conversation, the CHS and MOLLICA discussed a specific requirement of the FPDCC bidding process regarding the payment of prevailing wage to all laborers working on FPDCC contracts. Specifically, MOLLICA said, “But you got to also show that you’re paying prevailing wage.” The CHS asked, “What does that mean?” MOLLICA then explained that when the CHS finished a FPDCC job, the CHS would have to turn in a payroll showing that everyone who worked on the job was paid the prevailing labor wage. The CHS then asked, “Oh, they want to know that?” MOLLICA replied, “Very easy to hide.” The CHS asked, “Huh?” MOLLICA repeated, “It’s very easy to hide.” The CHS then asked again, “It’s what?” MOLLICA again said, “Very easy to hide.” MOLLICA later said, “If you pay them [workers] on the side, nobody knows nothing.”

e. Later in the conversation, the CHS and MOLLICA discussed the degree of autonomy MOLLICA had with respect to FPDCC contracts with a value of less than \$25,000. Specifically, MOLLICA said, “There are some jobs I can give, without, without having to bid them out - under \$25,000.” The CHS replied, “Right. But let me ask you a question, honestly, Joe. On \$25,000, do you make more than five grand [as a kickback from the contractor who receives the job from MOLLICA]? No.” MOLLICA responded, “Depends.” The CHS asked,

“Sometimes?” MOLLICA answered, “Depends. Yeah.” The CHS said, “I guarantee you five [the CHS guaranteed that he/she would pay MOLLICA at least a \$5,000 bribe if MOLLICA assisted in securing a contract for the CHS] and I, listen, just give me that condo and you think you know how to fast. I’ll give a new meaning to fast and, and perfect. Just give me a chance. That’s all I want. You know what I’m saying? And you don’t have to pay shit for that condo [during previous conversations, the CHS and MOLLICA had discussed purchasing and flipping bank-owned condominium projects].” MOLLICA replied, “What pisses me off is, I, I’ve done some stuff. I’ve given some people jobs and people take forever [to complete the FPDCC contract].” The CHS said, “I know.”

17. After the meeting at the Italian restaurant with MOLLICA was completed, the CHS left the restaurant and returned, under the surveillance of law enforcement, to the pre-arranged staging area. Once there, agents retrieved the concealed recording devices from the CHS.

18. On July 29, 2011, at approximately 9:23 a.m., the CHS had a consensually recorded in-person meeting with Individual B, who, like MOLLICA, is an engineer employed by the FPDCC, at the FPDCC Headquarters building located at 536 N. Harlem Avenue, River Forest, Illinois. Before the CHS met with Individual B, agents equipped the CHS with two concealed audio recording devices.

19. During the meeting, Individual B and the CHS walked through the headquarters building and Individual B explained to the CHS what refinishing and refurbishing work needed to be done throughout the building. After the walk-through, the CHS told Individual B that he/she would prepare a bid to complete the work to be done inside the headquarters building and give it to Individual B by August 1, 2011. Individual B told the CHS, “I think that you have to

do east side and a west side because you have to come under \$25,000, otherwise, you know.” As explained above, \$25,000 is the amount under which MOLLICA had discretion to accept bids himself and award construction jobs without proceeding through the formal bid process wherein bids are submitted under seal and are opened in a public forum. The CHS assured Individual B that he/she would keep the bid for the work under \$25,000.

20. After the meeting at the FPDCC Headquarters Building with Individual B was completed, the CHS left the building and returned to the pre-arranged staging area. Once there, agents retrieved the concealed recording devices from the CHS.

21. Under the direction of law enforcement, the CHS prepared a draft bid for the construction work to be completed at the FPDCC Headquarters Building (hereinafter “Contract A”) and submitted it to MOLLICA for his review. After the CHS gave MOLLICA the draft bid, on August 1, 2011, at approximately 8:18 a.m., the CHS and MOLLICA had a consensually recorded telephone conversation. During this conversation, MOLLICA advised the CHS to make a number of specific changes to the draft bid before it was formally submitted to Individual B. Specifically, MOLLICA said, “So, they got the west side, the east side, and the basement, right?” The CHS replied, “Correct.” MOLLICA then asked, “So what are your, what is your total? Sixty-one fifty [\$6,150 bid for the west side work], sixty-one fifty [\$6,150 bid for the east side work], and what’s the other one? Forty-nine something [approximately \$4,900 bid for the basement work]?” The CHS replied, “Yeah, forty-nine, almost five [\$5,000], yeah.” MOLLICA then said, “So you’re at, uh, \$17,000.” The CHS then told MOLLICA that this figure did not include any profit. MOLLICA asked, “So, what’s your profit?” The CHS asked in turn, “Uhm, what do you think?” MOLLICA answered, “[CHS], I’m gonna blow your mind. Just give me a number.” The CHS answered, “I don’t care.” MOLLICA stated, “The whole bill, the whole bill

is gonna be \$23,600 [MOLLICA recommended that the CHS submit a total bid for \$23,600, which would include approximately \$6,600 in profit].” MOLLICA then suggested that the CHS adjust the line items on CHS's bid so that the respective parts added up to \$23,600. MOLLICA said, “The top two should be a little off from each other. The bottom one should be a little less and that’s it.” Later, MOLLICA instructed the CHS, “Okay. Fax it [Contract A] to [Individual B], he’s there. I got the other guy [another contractor who had submitted a bid for the headquarters project]. The other guy was at 18,200 for the west side of the job. The [quote for the] east side was 8,100 and the other [part of the job quoted] was 2800. This guy’s at, uh, \$30,000 [the other contractor’s total bid for the headquarters project was \$30,000 as opposed to the \$23,600, which MOLLICA advised the CHS to bid].” Later during the same conversation, MOLLICA said, “You know what, fuck, wait, wait, make it for, make it for \$23,950 [submit a final bid for the headquarters project at a price of \$23,950].” Shortly thereafter, MOLLICA told the CHS to submit a final bid of \$23,940 rather than \$23,950. MOLLICA said, “\$23,940. That’s the bottom number. Make the other three fit. Okay? Make the other three fit. Send it to [Individual B].”

22. On August 1, 2011, again under the direction of law enforcement, the CHS faxed a bid to Individual B for Contract A. After the CHS submitted the bid for Contract A on August 1, 2011, at approximately 5:32 p.m., the CHS had a consensually recorded in-person meeting with MOLLICA outside of MOLLICA’s house. Before the CHS met with MOLLICA, agents equipped the CHS with a concealed audio and video recording device. During the conversation at MOLLICA’s house, the CHS and MOLLICA discussed the following:

a. MOLLICA provided the CHS with a print-out of the current prevailing wage in Cook County (as discussed during the conversation summarized in paragraph 16(d)

above) as well as a sample FPDCC contract. MOLLICA and the CHS also discussed another emergency construction contract that MOLLICA wanted the CHS to bid on (hereinafter the "Plum Creek Contract"). MOLLICA also explained how the FPDCC bids out emergency jobs by stating, "When we go get bids, we usually have to put it on the internet. If it's something that's in the public's way, a safety hazard, we get an emergency. We'll get three bids, get two bids. Make your best effort, submit them, here you go."

b. During this same conversation at MOLLICA's house, MOLLICA discussed a competitor's bid for Contract A that the CHS had just submitted a bid on. Specifically, MOLLICA said, "That guy [the other contractor who submitted a bid] was at thirty-some thousand dollars. Okay. It was the best thing in the morning. I walked in there this morning and I was, there was nobody there. I opened the key to the office and I pulled the stuff that came off the fax machine, and I saw the fucking . . . (UI). I xeroxed a copy, threw it in my briefcase, and then [Individual B] came in. I go 'I got it already.'" Later, the CHS remarked about his/her bid on Contract A, "See, the way I bid it out, it's gonna cost me, you know, I pay my guys and everything, no more than, between you and me, no more than nine [the CHS told MOLLICA the actual costs for the headquarters job would be only \$9,000]. So whatever, I make a little bit, I mean . . ." MOLLICA interjected, "Well, you're gonna make a lot now." The CHS then said, "No, Joe, what do you mean? I'm . . ." MOLLICA stated, "I just, I gotta take care of him [Individual B], that's it." The CHS responded, "No. Joe, you tell me what, and I'll, if you want it up front, I'll give it to you up front." MOLLICA replied, "No, no, no, no." MOLLICA then explained to the CHS the timeline within which the FPDCC typically paid its vendors.

c. Later in the conversation, the CHS and MOLLICA discussed when it would be appropriate for the CHS to pay MOLLICA a bribe in the form of a kickback in

connection with his assistance on securing a FPDCC contract. Specifically, MOLLICA said, "Let me explain something. This is the way I work. . . I've been where we did a job and we only made a couple hundred bucks. And I did a job, in one day we made \$12,000. In one fuckin day. In a couple hours. So I'm just saying, I've been to the high end, I've been to the low without a problem. So, I'm just sayin, we don't do nothing until it's over and you get paid [no bribe payments would need to be made to MOLLICA until all of the work had been performed and the FPDCC had paid the CHS on Contract A]. That's it."

d. At the conclusion of the meeting, MOLLICA said to the CHS, "The only person that knows that you and I are friends is [Individual B]." The CHS responded, "I've never said a word." MOLLICA replied, "No, I'm saying, just leave it like that." Then, MOLLICA gave instructions to the CHS regarding how to register as a vendor with the FPDCC.<sup>5</sup>

23. After the meeting at MOLLICA's house was complete, the CHS left the building and returned to the pre-arranged staging area. Once there, agents retrieved the concealed recording devices from the CHS.

24. On August 2, 2011, the CHS had an unrecorded telephone conversation with Individual B. According to the CHS, during this conversation, Individual B told the CHS that there was a second FPDCC contract coming up for bid regarding painting work to be performed at a different location. The work would be performed at the FPDCC's Trail Side Museum located at 738 Thatcher Avenue, River Forest, Illinois (hereinafter referred to as "Contract B").

25. On August 5, 2011, at approximately 7:45 a.m., the CHS had a consensually recorded in-person meeting with MOLLICA. Before the CHS met with MOLLICA, agents

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<sup>5</sup> After MOLLICA provided this information regarding registering as a vendor with the FPDCC, the FBI created a FPDCC vendor username and password for the CHS for use during this investigation. After doing so, certain FPDCC notifications were automatically sent to an e-mail account which the CHS had previously set up.

equipped the CHS with a concealed audio recording device. Subsequently, the CHS drove to the FPDCC Headquarters Building and, once there, MOLLICA got into the CHS's car. During the initial portions of their meeting, MOLLICA asked the CHS to complete some official FPDCC paperwork. MOLLICA explained that the paperwork created a FPDCC vendor number for the CHS, which MOLLICA would use to submit purchase orders for the CHS's work with the FPDCC. After the paperwork was completed, the CHS and MOLLICA drove from the Headquarters Building to Plum Creek Forest Preserve in Sauk Village, Illinois.

26. During the drive from the Headquarters Building to the Plum Creek Forest Preserve, the CHS and MOLLICA discussed what type of bid the CHS should make on Contract B. The CHS said, "Because Joe, if you guys get, let's say I get the first job [Contract A], and I give you like six [a \$6,000 bribe to be paid to MOLLICA for his assistance in securing Contract A for the CHS]. Is that good?" MOLLICA answered, "Whatever you give me is wonderful." The CHS then said, "No, I mean is that . . ." MOLLICA again said, "Whatever you give me . . ." The CHS stated, "No. I want to make sure that you . . ." MOLLICA interrupted, "[The CHS], [the CHS], you have to make, number one, here's what happens. You have to do the job right, which you're gonna do." The CHS replied, "Right." MOLLICA continued, "You have to make money too." The CHS responded, "I am, Joe." MOLLICA then stated, "Listen to me, this is not . . . let me give my friend JOE MOLLICA all the money. Nah, nah, nah." The CHS replied, "No dude, come on man, are you crazy man? No, I want everybody to fuckin' make a little bit of money."

27. After the meeting with MOLLICA on August 5, 2011 was over, the CHS left the meeting and returned to the pre-arranged staging area. Once there, agents retrieved the concealed recording device from the CHS.

28. On August 10, 2011, at approximately 12:10 p.m., the CHS had a consensually recorded telephone conversation with MOLLICA. During this conversation, the CHS and MOLLICA discussed the bids the CHS intended to submit for Contract A and Contract B. Specifically, the CHS said, "On the first one [Contract A], I got to change. I just got to put down the square footage on the panels. I think it's gonna come through. The second one [Contract B], because you guys are getting new gutters, he [Individual B] told me to take out the gutters and it looks really good." MOLLICA replied, "Okay." The CHS continued, "The other one [bid for Contract B] . . . he [Individual B] says it's better if it's a real company [pursuant to MOLLICA's instructions, the CHS prepared two bids for Contract B, with one bid having a higher price quoted by another contractor. Individual B wanted the second bid to list a company incorporated in Illinois]. So, I'm gonna go through one of my friends and get his letterhead. Because he says headquarters might check the address." MOLLICA responded, "Correct. Correct."

29. On August 16, 2011, at approximately 9:42 a.m., the CHS had a consensually recorded telephone conversation with MOLLICA. During this conversation, MOLLICA informed the CHS that the CHS had been awarded Contract A. Specifically, MOLLICA said, "Uhm, they had to go get one more bid and you got it. So, the other guy came in at \$29,000 [the CHS submitted a bid of \$24,900 for Contract A]." The CHS replied, "Oh, really?" MOLLICA answered, "Yeah, so that was on the first one [Contract A]. The first project." The CHS said, "Fuckin A, brother." MOLLICA then stated, "So [Individual B] showed it to me this morning. I go, okay, I go what the fuck. He goes look, this guy's just came in . . . So they'll issue a PO [purchase order] today or something and they should call you back today." The CHS responded, "You're the man, brother." MOLLICA said, "Alright. And then did you give 'em two estimates on the other one [Contract B]?" The CHS answered, "Of course." MOLLICA continued, "Okay.



So . . .” The CHS interjected, “I faxed one from another place.” MOLLICA replied, “Right, right, okay, so that one [Contract B] should be coming pretty soon too.”

30. On August 22, 2011, at approximately 6:01 p.m., the CHS had a consensually recorded in-person meeting with MOLLICA at MOLLICA’s house.<sup>6</sup> Before the CHS met with MOLLICA at his house, agents equipped the CHS with two concealed audio recording devices. Surveillance observed the CHS depart the meet location and then arrive at MOLLICA’s house. During the conversation at MOLLICA’s house, the CHS and MOLLICA discussed the following:

a. MOLLICA said, “So here’s what happened. You got the first job [Contract A].” The CHS asked, “Yeah. Oh, we lost the second one [Contract B]?” MOLLICA answered, “The other guy, [Individual C] . . .” The CHS interjected, “He gave it to his buddy?” MOLLICA replied, “Yeah. They came in a couple hundred dollars less than you, so he saw the number [the CHS’s bid on Contract B]. I said ‘[Individual B], we’re not going to make the same mistake twice.’ There’s another one that he’s working on, a building up North, up by Schaumburg . . . You’re gonna give me three bids.” The CHS asked, “Me?” MOLLICA replied, “We’re gonna get three bids. I’ll get a few more.” The CHS stated, “Okay. Oh, there’s another painting [job]?” MOLLICA responded, “It’s work on a building, okay. You’re gonna give three bids. He’s gonna go back to the office with three bids. That’s all you need is three.” The CHS asked, “Three different companies?” MOLLICA answered, “That’s it.” The CHS replied, “No problem.” MOLLICA continued, “He’s gonna hold on to your two. Two.” The CHS said, “Okay.” MOLLICA said, “The fake ones. And tell [Individual C] I got two so far and if

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<sup>6</sup> Two days earlier, on August 20, 2011, during a consensually recorded telephone conversation, MOLLICA invited the CHS to his house on August 22 for dinner. During this conversation, MOLLICA told the CHS, “Listen, when you come over to my house, just talk about things to ourselves. That’s all. I’ll have my wife go in the other room.”

[Individual C] wants to call his friend again, let him go out, he can get an estimate, and then you give yours. And we fuck him like that.”

b. Later during the dinner at MOLLICA's house, the CHS asked, “Hey Joe, what if somebody asks me, ‘how do you know, uh . . . Do they ask [meaning whether anyone at the FPDCC would ask the CHS whether he/she had any contacts who worked there]?” MOLLICA answered, “If somebody says, ‘somebody referred me to [Individual B].’ That’s all. ‘A friend of mine knows . . .’” The CHS then asked, “What if she says, ‘Who’s your friend?’ What do I tell them?” MOLLICA replied, “Make up any fuckin’ thing. They don’t know who you are. They don’t know who it is.” The CHS said, “Okay.” MOLLICA continued, “‘One of my friends . . .knew [Individual B], and he said this guy is looking for a painter. But I never met [Individual B] before.’ I don’t know.” The CHS stated, “I never did for real. It ain’t a lie.” MOLLICA continued, “Do it that way.”

31. After the meeting with MOLLICA at his house on August 22, 2011 was over, surveillance observed the CHS leave MOLLICA’s house and depart for the pre-arranged staging area. Once there, agents retrieved the concealed recording devices from the CHS.

32. On August 27, 2011, the CHS, while under the direction of the law enforcement, began work pursuant to Contract A at the FPDCC Headquarters Building. The CHS completed all of the contracted work at the Headquarters Building and it appeared to the FBI to have been performed properly and completely. It took the CHS and his/her crew approximately one month to complete the work at the Headquarters Building required by Contract A. On September 24, 2011, at approximately 1:54 p.m., once almost all of the contracted work was completed, the CHS had a consensually recorded telephone conversation with MOLLICA. During this call, the CHS told MOLLICA that he/she would be completing the work at the Headquarters Building

over the weekend and that the CHS would then meet with Individual B on September 26, 2011 to submit paperwork requesting payment for the work completed under Contract A. MOLLICA instructed the CHS, "Make sure you do the paperwork right the first time, so that when you turn it in, that's it."

33. On September 26, 2011, again under the direction of law enforcement, the CHS submitted paperwork to the FPDCC requesting payment for work done on Contract A. The CHS gave the paperwork to Individual B's supervisor at the FPDCC.<sup>7</sup>

### **Discussion with MOLLICA Regarding Contract C**

34. On September 30, 2011, at approximately 8:08 p.m., the CHS had a consensually recorded telephone conversation with MOLLICA. During this call, MOLLICA told the CHS that Individual B had emergency construction work that needed to be performed at a FPDCC nature center in Calumet City, Illinois [hereinafter, the work performed at the Sand Ridge Nature Center in Calumet City, Illinois will be referred to as "Contract C"]. MOLLICA also told the CHS to expect a call from Individual B soon regarding this new construction project. Specifically, MOLLICA said, "He's [Individual B] gonna let you know probably next week to meet him out there, with a bunch of other people." MOLLICA then explained that the work to be done at the nature center was comprised of three separate contracts, but that any one contractor, such as the CHS, could only be awarded one of the jobs. MOLLICA said, "When you go to it, you're gonna see all three jobs. Okay? And we're gonna make sure you win one, okay?" The CHS replied, "Right." MOLLICA continued, "But you got to figure out which one you get the better, bigger profit on." The CHS said, "Of course." MOLLICA stated, "So, you're

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<sup>7</sup> On October 6, 2011, the FPDCC issued check number 564101, made payable to the CHS's construction company, in the amount of \$24,900 for the work that CHS performed at the FPDCC Headquarters Building pursuant to Contract A. The CHS actually received the check in the mail on or about October 13, 2011.

actually gonna give us three estimates, but we're only gonna use one of them." The CHS replied, "Beautiful." MOLLICA then asked, "You understand?" The CHS answered, "Yeah."

35. On October 6, 2011, at approximately 12:45 p.m., the CHS had a consensually recorded in-person meeting with MOLLICA and Individual B at the Sand Ridge Nature Center in Calumet City. During this meeting, which was also attended by other contractors and FPDCC employees, MOLLICA and Individual B explained what type of construction work needed to be done at the nature center, including staining all exterior wood surfaces of the nature center as well as the wooden boardwalk over the center's wetlands.

36. On October 11, 2011, at approximately 8:42 p.m., the CHS had a consensually recorded telephone conversation with MOLLICA. During this conversation, the CHS and MOLLICA discussed the preparation of a bid for the work to be done at the Sand Ridge Nature Center ("Contract C"). Specifically, MOLLICA said, "I emailed you how your bid should look for the staining job [Contract C]. . . There are two pages in there that say addendum." The CHS replied, "Okay." MOLLICA continued, "Just those two pages, you need to fill out with just your name, your title, that kind of shit and fax 'em to [Individual B]." The CHS said, "Okay." Later in the conversation, the CHS asked, "Do you want me to email everything [regarding Contract C] to [Individual B], right?" MOLLICA answered, "Just those, just the affidavit, just the addendum sheets, that's all." The CHS replied, "Oh, okay. The contracts for the . . ." MOLLICA interjected, "The rest of the prices, you're not, you wait. You wait till we're, I'm . . . wait 'til we see if this other guy sends it in [meaning that MOLLICA wanted the CHS to wait to submit a bid on Contract C until MOLLICA found out whether another competitor had sent in a competing bid for Contract C]."

37. On October 12, 2011, at approximately 7:05 p.m., the CHS had a consensually recorded telephone conversation with MOLLICA. During this call, MOLLICA and the CHS discussed how much it would cost for the CHS to complete Contract C. After the CHS told MOLLICA his/her expected costs for Contract C, MOLLICA said, "Now I got an idea. So, what I need you to do . . ." The CHS interrupted, "Yes?" MOLLICA continued, "Okay. I'll make this real easy. I need you to take that first sheet [of the bid for Contract C] . . ." The CHS stated, "Right." MOLLICA further stated, "That very first sheet and copy the very first page onto it with your letterhead." The CHS said, "Okay." MOLLICA stated, "And email it to me. Okay, then I could fill out the rest of it by my own computer. Okay? Finalize it, and then I can email it to you and you just fax it to [Individual B] [MOLLICA offered to complete the CHS's bid for Contract C]." The CHS responded, "Okay." MOLLICA later said, "I need you to do this thing tomorrow also, this letterhead. . . I have to have it in my possession tomorrow night so I can make up a bunch of different estimates, okay, and turn it around and send it to you and you pick the right one when I call you and we send it to [Individual B]." The CHS replied, "Okay."

38. On October 13, 2011, at approximately 6:32 p.m., the CHS had a consensually recorded telephone conversation with MOLLICA. During this call, the CHS and MOLLICA discussed the following:

a. During the initial portions of the conversation, the CHS and MOLLICA discussed the amount of kickback MOLLICA wanted for his assistance on Contract A. Specifically, the CHS said, "I'm goin' through all the paperwork right now, uh, from that job [the CHS was referring to his/her final accounting for Contract A after he/she received a check from the FPDCC after the work was completed]. Do you got a minute or are you busy?" MOLLICA answered, "Yeah. Go ahead." The CHS continued, "Okay, from that job [Contract A], I got

9,200 material [the CHS paid \$9,200 in materials for the job], my guys, and I got to pay about \$2,500 to Uncle Sam [in taxes].” MOLLICA said, “Okay.” The CHS then said, “So figure, I figure, I got about 13,000 [\$13,000 in profit] from that job [Contract A].” MOLLICA said, “Okay.” The CHS then asked, “So, what do you want [meaning how much did MOLLICA want as a bribe for steering Contract A to the CHS]?” MOLLICA replied, “Just give me the six [\$6,000 bribe] that we talked about.<sup>8</sup> That’s fine.” The CHS responded, “Okay.” MOLLICA continued, “That’s fine.”

b. Later in the phone conversation, the CHS and MOLLICA discussed the proposed bid for Contract C. MOLLICA asked if the CHS had completed the bid paperwork. The CHS said, “Dude, you know, I’m not gonna lie to you, bro, I swear to God, I’m gonna do it tomorrow, man.” MOLLICA responded, “Okay, so now it’s [the bid for Contract C] is due at 10:00 there.” The CHS asked, “Okay, just, uh, the paperwork for them, right?” MOLLICA answered, “No, the whole thing. The bid and everything.” MOLLICA then offered to complete the bid for Contract C for the CHS. Specifically, MOLLICA said, “If you want, I could do it and then email it to you.” The CHS asked, “Email it?” MOLLICA continued, “But I can’t sign it [the bid for Contract C]. Look, I could put the prices in there. Okay? I could sign for . . . it’s all, it’s all done, all you gotta do is put a price in each one and that’s it.” The CHS replied, “Okay, cool.” MOLLICA stated, “If you just take, if you just take it the way it is, the way I emailed it to you. Okay.” The CHS responded, “Right. Right.” MOLLICA further said, “Here’s my idea . . . \$7,000 for the bench, \$7,000 for the building, uh, \$1,500 for the caulking. That’s it fine [MOLLICA recommended specific prices the CHS should include on his bid for the staining project at the Sand Ridge Nature Center].” The CHS replied, “Okay.” MOLLICA then said, “If

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<sup>8</sup> See paragraph 26 above.

you get it, you get it. If you don't, you don't." Later, MOLLICA recommended that the total bid for Contract C should be "\$15,500."

c. Additionally, during this conversation, MOLLICA told the CHS to complete the bid for Contract C and then email it to Individual B. MOLLICA also told the CHS that the CHS may need to modify his bid if a competitor submitted a lower priced bid. Specifically, MOLLICA said, "Okay. If I see something different, I can always call you back and say something else." The CHS replied, "Okey dokey." MOLLICA continued, "Okay. But what I need you to do is, I need you to email it [the bid for Contract C] to [Individual B]. . . You got [Individual B's email address]?" The CHS responded, "Yeah. Of course." MOLLICA stated, "Okay, then email it to [Individual B]. If this guy happens to fax it in and I see what it is, I will call you back and you get to some computer and you change it. You understand?" The CHS answered, "Okay. Cool." MOLLICA continued, "And then you fax it in." The CHS replied, "Alright, but, try your best though. 'Cause I don't want to lose this." MOLLICA responded, "I understand that. But for right now, you email it to [Individual B]. So make it 7, 7, and 15 [a \$7,000 bid for the board walk staining, a \$7,000 bid for the building work, and a \$1,500 bid for the caulking work]."

39. On October 14, 2011, at approximately 9:28 a.m., the CHS had a consensually recorded telephone conversation with MOLLICA. During this call, the CHS and MOLLICA discussed ongoing changes that would need to be made to the CHS's bid for Contract C. Specifically, MOLLICA said, "Listen to me. Listen to me. Whatever you're doing, from now on, have that phone attached to your ass permanently. Okay?" The CHS replied, "You got it." MOLLICA continued, "'Cause when I call you, I'm not calling to say hey [the CHS], how's it going blah, blah, blah. I'm calling you 'cause there's money! Okay?" The CHS responded,

“You got it, buddy.” MOLLICA then said, “Two other estimates [from other contractors for Contract C] came in, one is at seventeen something. The other is at seventeen one. You come in at sixteen-five [meaning that MOLLICA was instructing the CHS to increase his/her bid on Contract C from \$15,500 to \$16,500].” MOLLICA then recommended how to increase each respective line-item on the Contract C bid. MOLLICA said, “So, seventy-five hundred is one [the bid for the bench should be \$7,500], seventy-five hundred is two [the bid for the building staining work should be \$7,500]. That’s fifteen thousand. And fifteen hundred for the third one [\$1,500 bid for the caulking work]. That’s \$16,500.” Later, MOLLICA said, “[The CHS], you got to do it, you got the job [meaning that if the CHS submitted the bid for Contract C as instructed, the CHS would be awarded Contract C].”

40. On October 14, 2011, at approximately 10:32 a.m., under the direction of law enforcement and following the explicit instructions of MOLLICA, the CHS faxed a bid for Contract C to Individual B’s attention at the FPDCC. Specifically, the bid was broken down into three line items: 1) a \$7,500 bid to power wash and stain the nature center’s board walk; 2) a \$7,500 bid to power wash and stain the nature center building; and 3) a \$1,500 bid for caulking work. The total bid for all work to be performed at the nature center was \$16,500. At approximately 10:33 a.m., the CHS called MOLLICA and informed him that he/she had submitted the bid for Contract C.

**Payment of a \$6,000 Bribe to MOLLICA in Connection with Contract A**

41. On October 14, 2011, at approximately 5:15 p.m., the CHS met with law enforcement at a pre-arranged meeting location in advance of a meeting that was scheduled to take place between the CHS and MOLLICA later that afternoon (see paragraph 38(a) above) during which the CHS was going to make a controlled bribe payment to MOLLICA for his



assistance in securing Contract A. At this time, agents searched the CHS and his/her vehicle for the presence of money, firearms, and narcotics. This search was negative. In addition, agents equipped the CHS with concealed audio and video recording devices. The CHS was also provided \$6,000 in pre-recorded government bribe funds.<sup>9</sup> The CHS was then kept under surveillance by law enforcement as the CHS drove from the staging area to the parking lot of a Sears Auto Center located near North Avenue and Harlem Avenue in Chicago where the CHS was to meet with MOLLICA.

42. At approximately 6:15 p.m., surveillance saw the CHS arrive at the Sears parking lot. Upon arrival, surveillance saw a tan SUV parked in the lot.<sup>10</sup> Shortly thereafter, surveillance saw MOLLICA get out of his car and get into the passenger seat of the CHS's car. According to the recording devices, once inside the CHS's car, MOLLICA said, "Fucking [Individual B] hasn't called me back yet." At this time, the CHS can be heard counting out bills over the recording device. The CHS then passed the \$6,000 in controlled bribe funds to MOLLICA and said, "Six thousand dollars buddy." MOLLICA accepted the money, laughed, and said, "Couldn't you get it in like tens [the CHS handed the \$6,000 to MOLLICA in hundred dollar increments.]" MOLLICA then placed the bribe funds in his jacket pocket. While still in the car, MOLLICA's cell phone rang and MOLLICA said to the CHS, "This is [Individual B] calling back. Hang on." MOLLICA then said to Individual B on the phone, "Yeah. Hello? Are you still in the fucking office? Okay. Okay, did [the CHS] get the job [Contract C]? Okay good. Okay. Okay. I was

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<sup>9</sup> All of the bribe funds used in this investigation were provided by agents of the FBI from authorized government accounts and were not associated with any profit the CHS may have made from any of the FPDC contracts discussed in this affidavit. In fact, based on a review of agency files related to this investigation, it does not appear that the CHS generated any actual profit from his/her work.

<sup>10</sup> Surveillance noted that the tan SUV had Illinois license plate OJOE. A query with the Illinois Secretary of State revealed that this particular license plate was registered to Carol and Joseph MOLLICA.

just making sure [Individual B]. That's all." After MOLLICA ended the call, MOLLICA said to the CHS, "You got it [Contract C]. They'll cut the PO [purchase order] Monday." MOLLICA and the CHS then had a further conversation about construction jobs up for bid in the private sector. MOLLICA encouraged the CHS to bid on some private sector jobs. Specifically, MOLLICA said, "You can't depend on one place to get jobs. You can't do that. That's what the asshole with the asphalt company does. He just depends on fucking me. Can't do that." The CHS assured MOLLICA that he/she has also submitted bids for jobs other than those with the FPDCC. MOLLICA then said, "Here's what I'm saying. I'm gonna take this from one aspect, okay? Me. Me. Joe Mollica. Me, me, me, me, me, me, me, okay? You pick up a job from Sears doing something over there at a guy's house, I don't make no money from that. Okay? Okay? You make money from that. I only make money off the Forest Preserve."

43. At approximately 6:24 p.m., surveillance saw MOLLICA get out of the CHS's car and into his own car. At that point, MOLLICA drove out of the Sears parking lot. Surveillance did not follow MOLLICA. Once the meeting was done, the CHS left the parking lot while under constant surveillance and drove back to the pre-arranged meeting location. Once there, the CHS and his/her vehicle were searched for the presence of money, firearms, and narcotics. Those searches were negative. Agents also retrieved the concealed audio and video recording devices.

#### **Completion of Work on Contract C**

44. On October 24, 2011, at approximately 11:05 a.m., the CHS and MOLLICA had a consensually recorded telephone conversation. During this call, the CHS and MOLLICA discussed whether the CHS could begin work on Contract C. Specifically, MOLLICA said, "Yes. You can start tomorrow [on work at the Sand Ridge Nature Center]." The CHS asked, "Are you sure?" MOLLICA then told the CHS in what order the CHS should complete the work

at the nature center and that the CHS should contact Individual B to determine what stain and paint should be used on the project. The CHS then said, "This will be a great job too." MOLLICA replied, "Okay." The CHS said, "You know what I'm talking about." MOLLICA responded, "Right."

45. On October 25, 2011, the CHS received a purchase order from the FPDCC authorizing the CHS to complete the work under Contract C at the Sand Ridge Nature Center.

46. On October 25, 2011, the CHS, while under the direction of the law enforcement, began work pursuant to Contract C at the Sand Ridge Nature Center.. The CHS completed all of the contracted work at the nature center and it appeared to the FBI to have been performed properly and completely. It took the CHS and his/her crew approximately one month to complete the work at the nature center required by Contract C. On November 7, 2011, at approximately 1:18 p.m., once almost all of the contracted work was completed, the CHS had a consensually recorded telephone conversation with MOLLICA. During this call, MOLLICA instructed the CHS to prepare a bill for the portion of the work the CHS had completed on the job. Specifically, MOLLICA said, "Listen to me, listen to me, listen to me. The bill should be - power washing of deck and building, \$2,000, whatever the hell it was. Next line should say staining of deck, whatever it was, \$7,000. Total \$9,000. It should be like that."

47. On November 9, 2011, at approximately 1:58 p.m., the CHS and MOLLICA had a consensually recorded telephone conversation. During this call, the CHS and MOLLICA further discussed the bill for work which the CHS had already completed at the nature center pursuant to Contract C. The CHS told MOLLICA that he/she would meet MOLLICA at MOLLICA's house and drop off paperwork, including certified payrolls. MOLLICA told the CHS that he would draw up a bill and turn that into the FPDCC on the CHS's behalf.

48. On November 20, 2011, at approximately 9:36 a.m., the CHS and MOLLICA had a consensually recorded telephone conversation. During this call, the CHS told MOLLICA that he/she had completed the required work at the nature center pursuant to Contract C. MOLLICA instructed the CHS to submit a final bill to the FPDCC for the work the CHS had performed on Contract C.

49. On November 26, 2011, at approximately 11:57 a.m., the CHS and MOLLICA had a consensually recorded telephone conversation. During this call, the CHS and MOLLICA discussed the submission of the CHS's final bill for the work done under Contract C. Specifically, the CHS asked, "Are you gonna do the, the invoice [for the work the CHS did on Contract C]?" MOLLICA replied, "Yeah, I'll do the invoice tonight. I couldn't remember what it was." The CHS stated, "Yeah, it's seventy-five hundred [for the second line items on the bid for Contract C which had not yet been paid by the FPDCC], but can I just give him [Individual B], uh, you know the other stuff, or does he need it all?" MOLLICA answered, "Yeah, yeah, yeah, you could . . . it's okay to email people bills, it's alright. You can give em." Later, MOLLICA said, "I'm the, I'm the one signs off on that [MOLLICA was the individual at the FPDCC who was responsible for signing off that the work done on Contract C was actually complete]." The CHS asked, "Oh, you are?" MOLLICA responded, "I'm the one that signs off. Just give, just put the, just put the wa-, the wages and the final waiver, final waiver this time, in an envelope and give it to him [Individual B]." The CHS stated, "Yeah, yeah, not a problem. And, uh, what was I gonna tell you. I was gonna tell you something else. Oh yeah, and uh, give me. I'll give you a call maybe tomorrow. I'll figure out what I got in there and uh so I can get you squared off too [once the CHS determined how much profit he/she was going to make on Contract C, the CHS would pay a bribe to MOLLICA for his assistance on Contract C]."

MOLLICA answered, "That's fine, just wait till this thing. Just wait till you get the whole thing [the entire payment on Contract C from the FPDCC]."

50. On December 6, 2011, at approximately 10:06 a.m., the CHS and MOLLICA had a consensually recorded telephone conversation. During this call, MOLLICA told the CHS that a \$7,500 check for a portion of the work the CHS had completed on Contract C had been put in the mail earlier that day. The CHS said, "Then we can, uh, we can get together this weekend." MOLLICA replied, "Right." The CHS continued, "Not a problem, buddy." MOLLICA said, "Yeah."

51. On December 12, 2011, at approximately 3:06 p.m., the CHS and MOLLICA had a consensually recorded telephone conversation. During this call, the CHS and MOLLICA discussed the fact that the CHS had received a check from the FPDCC in connection with Contract C. Specifically, the CHS said, "Yeah, yeah, I got the check [for Contract C]." MOLLICA asked, "Okay, you got both of them [the FPDCC paid the CHS for Contract C in two installments - one for \$9,000 and the second for \$7,500]?" The CHS answered, "Yeah, of course." MOLLICA said, "Okay." The CHS continued, "So what I'm gonna do is, I'm, I'll give you a call tomorrow because honestly I haven't figured that one out [meaning that the CHS needed to analyze his/her costs in connection with Contract C to determine how much profit was made from the contract before any payment could be made to MOLLICA]." MOLLICA responded, "Okay." The CHS stated, "But I'll uh definitely. I'll give you a call tomorrow and we'll figure everything out." MOLLICA replied, "Just sometime during, just some time during the week before you go out of town."

52. On December 14, 2011, at approximately 4:38 p.m., the CHS and MOLLICA had a consensually recorded telephone conversation. During this conversation, the CHS and MOLLICA discussed the following:

a. During the call, the CHS and MOLLICA discussed the amount of profit the CHS made on Contract A. Specifically, the CHS said, "Alright, natural center job [Contract C]. I got ninety-seven, ninety-eight hundred dollar profit [the CHS made a profit on Contract C of approximately \$9,700 or \$9,800]." MOLLICA replied, "Wow. . . That's nice." The CHS continued, "Yeah, no shit. Because the whole thing was uh, sixteen-five [the CHS's bid on Contract C was \$16,500]. . . So I got ninety, yeah, almost ninety-eight. So, what do you want, brother [how much of a bribe did MOLLICA want in connection with Contract C]?" MOLLICA answered, "Hey, whatever you give me, I'll appreciate [the CHS]." The CHS then said, "No, I mean you tell me." MOLLICA responded, "[The CHS], whatever you give me. I'm not gonna tell you, uh, okay, I need all of it. Hah, hah, you know. . . whatever, whatever you give me I appreciate [the CHS]."

b. Later in the conversation, MOLLICA said, "So if you want to meet at 11:00 for lunch [on December 16, 2011], I could do that." The CHS asked, "Yeah, that's fine. Not a problem. We'll have a quick lunch. . . uh, couple of things, uh, Joe, what do you want? Come on, just tell me bro. Honestly I don't care. I want to hook you up." MOLLICA answered, "[The CHS], I don't, listen to me [the CHS], I understand that, [the CHS]. Right now, whatever you give me will be great cause it's gonna go in the bank to pay off credit card bills. Okay." The CHS asked, "Okay, but can you tell me what you want, please. Come on. . . I told you what I got in it so [what the CHS's profit on Contract C was]." MOLLICA replied, "[The CHS, the CHS], okay, so, you got to figure out what you, what you, I can't tell you that, okay. With, with other

people we do, okay with other people I tell them, hey, whatever you want, whatever you give is fine. With me and [Individual D], how we do it. What I do with him [Individual D] is, he pays all the bills, he takes some for himself and we split it. Okay.” Later, MOLLICA said, “[The CHS], whatever you give me is happy, I’m happy. I’m swearin’ to God, [the CHS]. Whatever you give me, I’ll be happy, okay? It’s all going to pay bills and it’s all. I’m still, I still can’t get rid of this, this credit card shit. That’s what I’m trying to do.”

c. Later, during the same conversation, the CHS said, “I don’t want to, you know, I want to keep doing this [continue to receive MOLLICA’s assistance in winning FPDC jobs in exchange for the payment of bribes] so, obviously I don’t want to uh, you know, I want to help you and uh. . .” MOLLICA interjected, “We are. We’re gonna keep doing. Listen to me, we’re gonna keep doing this and we’re gonna keep doing it. Here, okay then. Here’s how we’re gonna do this, okay?” The CHS replied, “Yes.” MOLLICA continued, “From now on, from now on, you pay all your bills, okay?” The CHS responded, “Okay.” MOLLICA then said, “Okay, you pay all your bills, you pay yourself, you take money for yourself, and the rest of it, we’ll, you got to, you to cover your equipment and everything else. Okay.” The CHS stated, “Right.” MOLLICA continued, “You got to cover your equipment out of this and then whatever you can give me. We’ll either split it or go 60-40, something like that.”

d. Later, the CHS said, “Okay, so I’ll do this.” MOLLICA interjected, “It all depends.” The CHS continued, “It’s ninety-eight [\$9,800 in profit from Contract C]. How about . . .” MOLLICA said, “So give me, give me this . . .” The CHS asked, “Uh, I’ll do this. I’ll do this. And then you guys split it you said?” MOLLICA replied, “What I’m saying is . . .” The CHS asked, “He takes a little bit and then you guys split it?” MOLLICA answered, “You, you take out. Yeah.” The CHS then stated, “Okay. I’ll take, I’ll take eighteen [the CHS would take

\$1,800 as his/her personal profit from Contract C] so that makes it an even four, I mean an even eight [by taking \$1,800 from the gross profit of \$9,800, \$8,000 in profit remained to be split between the CHS and MOLLICA].” MOLLICA replied, “Okay.” The CHS asked, “So you want to do it that way?” MOLLICA answered, “That’s fine.” The CHS asked, “Fair?” MOLLICA replied, “That’s fine, yeah.” The CHS said, “Okay. Good.” MOLLICA stated, “That will work.” The CHS continued, “So we’re at, uh, okay. I’ll have the four for you, no problem [meaning that the CHS would pay MOLLICA half of the \$8,000 profit on Contract C, or \$4,000, for his assistance in securing Contract C for the CHS].”

e. Later, near the end of the conversation, the CHS and MOLLICA discussed giving some money to Individual B for his assistance in securing Contract C for the CHS. The CHS and MOLLICA also discussed meeting for lunch on December 16, 2011. Specifically, MOLLICA said, “I’m only gonna give him, I’m only going give him [Individual B] like 500 dollars.” The CHS replied, “No, I, listen to me. For this time I, I’ll put some away for uh, that’s why I told you I want to take eighteen [\$1,800 in profit from Contract C]. I got a little something away for him [Individual B].” MOLLICA responded, “Okay.” The CHS continued, “You understand what I’m saying? Because I know you got bills and I, you know? Whatever. Pay your, take care of your bills right now.” MOLLICA replied, “Okay.” The CHS stated, “Get on your feet and then, uh, we’ll see.” Later, MOLLICA asked, “Okay, so you want him [Individual B] to meet us, meet us on Friday, together?” The CHS answered, “If he could.”

### **Payment of \$4,000 Bribe to MOLLICA in Connection with Contract C**

53. On December 16, 2011, at approximately 11:53 a.m., the CHS met with law enforcement at a pre-arranged meeting location in advance of a meeting that was scheduled to take place between the CHS, MOLLICA, and Individual B later that afternoon (see paragraph 52



above) during which the CHS was going to make a controlled bribe payment to MOLLICA for his assistance in securing Contract C. At the beginning of the meeting with law enforcement, the CHS told agents that he/she was carrying \$2,612 in cash. Agents took temporary possession of the CHS' money. Thereafter, agents searched the CHS and his/her vehicle for the presence of money, firearms, and narcotics. This search was negative. In addition, agents equipped the CHS with concealed audio and video recording devices. The CHS was also provided \$4,000 in pre-recorded bribe funds to be given to MOLLICA. The CHS was then kept under surveillance by law enforcement as the CHS drove from the staging area to a Chili's Restaurant located on Mannheim Road in Rosemont, Illinois where the CHS was to meet with MOLLICA and Individual B.

54. At approximately 12:13 p.m., surveillance saw the CHS arrive at the Chili's Restaurant. Upon arrival, surveillance saw the same tan SUV registered to MOLLICA that they had seen on October 14, 2011. Shortly thereafter, surveillance saw MOLLICA get out of his car and get into the passenger seat of the CHS's car. According to the recording devices, once inside the CHS's car, MOLLICA told the CHS that Individual B was delayed at the FPDCC office. The CHS then said to MOLLICA, "Hold on. Hold on." The CHS then began counting, "Four, five, six, seven, eight, nine, ten." The CHS then said, "Uno" and handed MOLLICA \$1,000 in bribe funds, which MOLLICA accepted. The CHS then continued counting, "Five, six, seven, eight, nine, ten. Two [\$2,000]." The CHS handed the bribe funds to MOLLICA, which he accepted. The CHS continued, "One, two, three, four, five, six, seven, eight, nine, ten. Three [\$3,000]." The CHS handed the bribe funds to MOLLICA, which he accepted. The CHS continued, "Three, four, five, six, seven, eight, nine, ten." While handing the bribe funds to MOLLICA, the CHS said, "Four thousand, my little buddy and lunch is on you." MOLLICA accepted the money.

After doing so, MOLLICA said, "Thank you very much" and he shook the CHS's hand. Surveillance then saw the CHS and MOLLICA get out of the CHS's car and enter the Chili's Restaurant.

55. At approximately 1:35 p.m., surveillance saw the CHS and MOLLICA come out of the Chili's Restaurant, get into their respective cars and leave the restaurant parking lot. Surveillance did not follow MOLLICA. Once the meeting was done, the CHS left the parking lot while under surveillance and drove back to the pre-arranged meeting location. Once there, the CHS and his/her vehicle were searched for the presence of money, firearms, and narcotics. Those searches were negative. Agents returned the CHS's money, which agents held during the CHS's meeting with MOLLICA. Agents also retrieved the concealed audio and video recording devices.

56. A review of FPDCC records published online disclosed that the FPDCC is a unit of local government that received in excess of \$10,000 in federal funding in a twelve-month period from January 1, 2011, through December 31, 2011.

57. WHEREFORE, I submit that the foregoing evidence establishes that JOSEPH MOLLICA, being an agent of the FPDCC, corruptly solicited, accepted, and agreed to accept things of value, namely, a \$6,000 cash payment, intending to be influenced and rewarded in connection with a business, transaction, and series of transactions of the FPDCC involving a thing of value of \$5,000 or more, the FPDCC being a unit of local government that received in excess of \$10,000 in federal funding in a twelve month period from January 1, 2011, through December 31, 2011, in violation of Title 18, United States Code, Section 666(a)(1)(B).

FURTHER AFFIANT SAYETH NOT.

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Bryan Butler, Special Agent  
Federal Bureau of Investigation

Subscribed and sworn to before me this  
1st day of October, 2013

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DANIEL G. MARTIN  
United States Magistrate Judge