
UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA : **CRIMINAL COMPLAINT**
v. :
MAURICE CALLAWAY : Mag. No. 07-
a/k/a "Pete Callaway"
and
LOUIS MISTER :

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

From in or about May 2006 to in or about June 2006, in Atlantic County, in the District of New Jersey and elsewhere, defendants

MAURICE CALLAWAY
a/k/a "Pete Callaway"
and
LOUIS MISTER

did knowingly and willfully attempt to obstruct, delay, and affect interstate commerce by extortion under color of official right, by soliciting and accepting corrupt payments that were paid by another, with that person's consent, in exchange for defendant CALLAWAY's official influence, as specific opportunities arose.

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

James J. Breen, Special Agent
Federal Bureau of Investigation

Sworn to before me and subscribed in my presence,
September ____, 2007, at Trenton, New Jersey

HONORABLE TONIANNE BONGIOVANNI
UNITED STATES MAGISTRATE JUDGE

Signature of Judicial Officer

ATTACHMENT A

I, James J. Breen, am a Special Agent with the Federal Bureau of Investigation ("FBI"). I have personally participated in this investigation and am aware of the facts contained herein, based upon my own investigation, as well as information provided to me by other law enforcement officers. Because this Attachment A is submitted for the limited purpose of establishing probable cause, I have not included herein the details of every aspect of the investigation. Statements attributable to individuals contained in this Attachment are related in substance and in part, except where otherwise indicated. All contacts discussed herein were recorded, except where otherwise indicated.

1. At all times relevant to this Complaint, defendant MAURICE "PETE" CALLAWAY (hereinafter "defendant CALLAWAY") served as a member of the Pleasantville Board of Education (hereinafter "PBOE") in Pleasantville, New Jersey. In his capacity as an elected board member, defendant CALLAWAY's duties included, but were not limited to, participating in the allocation of school district resources, establishing district policy and approving certain district expenditures and contracts, to include contracts for insurance brokerage services and roofing services.

2. At all times relevant to this Complaint, defendant LOUIS MISTER was a resident of Pleasantville, New Jersey, and an associate of defendant CALLAWAY.

3. At all times relevant to this Complaint, two cooperating witnesses ("CW-1" and CW-2") purported to be representatives of companies capable of providing insurance brokerage services (the "Insurance Brokerage Business") and roofing services (the "Roofing Business") to governmental entities. As represented by the CWs, their businesses were based in New Jersey, did business in various states, and paid for goods and services in interstate commerce.

4. Beginning in or about May 2006, a member of the PBOE (hereinafter "Official 1") and CW-1 discussed that certain members of the PBOE, including defendant CALLAWAY, would accept corrupt payments in exchange for their official action and influence as PBOE members. Subsequently, Official 1 and other members of the PBOE accepted cash payments in exchange for their supporting, among other things, the CWs' efforts to secure roofing and insurance brokerage business from the PBOE. A portion of these corrupt payments was given to defendant CALLAWAY, sometimes with the assistance of defendant LOUIS MISTER, to obtain defendant CALLAWAY's official support.

5. On or about May 16, 2006, defendant CALLAWAY met

Official 1 and CW-1 in Egg Harbor Township, New Jersey to discuss CW-1. After discussing opportunities for CW-1 to obtain insurance brokerage work from the PBOE, the conversation turned to defendant CALLAWAY's campaign for Pleasantville City Council. CW-1 asked defendant CALLAWAY and Official 1: "What do you guys need from us? Tell us what we need to do." Defendant CALLAWAY replied, "it's always the money issue . . . At least ten grand would get us over the hump." Defendant CALLAWAY later stated that he expected to receive donations first, and then he would give those seeking business with the PBOE a "shot at the opportunities for contracts."

6. During the same conversation, the parties discussed that insurance brokerage commissions received as a result of a PBOE insurance contract could be kicked bak to defendant CALLAWAY, Official 1 and others through an intermediary. In response, defendant CALLAWAY stated that such an arrangement would be "beneficial" to them. Defendant CALLAWAY further explained that he needed money quickly because the primary election for Pleasantville City Council was approaching.

7. On or about May 17, 2006, during a meeting in Egg Harbor Township, New Jersey, CW-1 informed Official 1 that CW-1 had identified an individual, CW-2, who could give defendant CALLAWAY the \$10,000 requested. CW-1 indicated that CW-1 would ensure that CW-2 communicated with defendant CALLAWAY in the next few days, and asked Official 1 to advise defendant CALLAWAY about this "solution." CW-1 further discussed with Official 1 that, with regard to a PBOE insurance brokerage contract, CW-1 would steer twenty-five percent of CW-1's commissions to a nominee consultant who, in turn, could pass on these proceeds to defendant CALLAWAY and others. Official 1 stated that he wanted to provide between thirty and thirty-five thousand dollars of these proceeds to defendant CALLAWAY's campaign, an amount that represented "the larger share."

8. On or about May 22, 2006, defendant CALLAWAY met Official 1 and CW-1 at a restaurant in Egg Harbor Township, New Jersey. During the meeting, CW-1 explained that an associate, CW-2, would provide defendant CALLAWAY with \$10,000 and that in return, CW-2 sought defendant CALLAWAY's official assistance in obtaining roofing contracts from the PBOE. The parties then discussed utilizing a fictitious invoice, from defendant CALLAWAY, to conceal the \$10,000 payment from CW-2. CW-1 also advised defendant CALLAWAY and Official 1 that, in exchange for securing insurance contracts for the Insurance Brokerage Business from the PBOE, defendant CALLAWAY and Official 1 would receive kickbacks of thirty percent of the brokerage commissions realized by CW-1. Official 1 and defendant CALLAWAY were encouraged by

this arrangement for future payments, but continued to pressure CW-1 for more immediate payment.

9. On or about May 23, 2006, during a telephone conversation with defendant CALLAWAY, CW-1 confirmed that CW-1 and defendant CALLAWAY were "all set for tomorrow night," referring to the fact that CW-2 would provide \$10,000 to defendant CALLAWAY on May 24th. The parties again discussed utilizing a fictitious painting invoice to conceal the corrupt payment. In a subsequent telephone call with CW-1 on or about May 24, 2006, in reference to the method by which defendant CALLAWAY intended to conceal the \$10,000 corrupt payment, defendant CALLAWAY stated that he was "trying to find a way to funnel this [expletive]."

10. On or about May 24, 2006, defendant CALLAWAY met the CWs, Official 1 and a third individual (hereinafter "Individual 1") at a restaurant in Egg Harbor Township, New Jersey. CW-1 introduced CW-2 to defendant CALLAWAY and stated that CW-2 wanted defendant CALLAWAY's official assistance in obtaining roofing contracts from the PBOE. CW-1 stated that CW-2 was prepared to "write [defendant CALLAWAY] a check tonight or give [defendant CALLAWAY] cash." Defendant CALLAWAY responded, "well, you know cash is always better than a check," and subsequently assured CW-2 that defendant CALLAWAY would "make sure that we get your hat in the ring." When CW-2 stated that CW-2 was "here tonight to help [CW-1] out, to help you guys [referring to defendant CALLAWAY and Official 1] out, and hopefully to help myself out," defendant CALLAWAY responded, "oh, absolutely." Individual 1 accepted a \$10,000 cash payment for defendant CALLAWAY, at defendant CALLAWAY's direction and in defendant CALLAWAY's presence, in exchange for defendant CALLAWAY's official assistance in securing roofing contracts from the PBOE.

11. Later during this same conversation with CW-2, defendant CALLAWAY explained to CW-2 how defendant CALLAWAY "operate[d]," stating that "we try to do what's right with the people that's been right with us. That's the only way you can do it." CW-2 stated that CW-2 initially wanted small roofing contracts to prove that CW-2 could perform, then asked defendant CALLAWAY "do you think we can do some business?" Defendant CALLAWAY replied, "Well, everybody gotta make a living" and told CW-2 "we have a mutual understanding." CW-2 agreed and replied "I think we're talking the same language."

12. On or about May 31, 2006, CW-1 and CW-2 met another member of the PBOE ("Official 2") at a restaurant in Egg Harbor Township, New Jersey. During the meeting, CW-2 inquired whether CW-2 would obtain any roofing business from the PBOE. Official 2

advised CW-2 that CW-2 was "in line for the roofing contract" and that defendant CALLAWAY, Official 1 and Official 2 had discussed awarding the Roofing Business a roofing contract that was "already set for the appropriate time when the project gets started."

13. On or about June 5, 2006, defendant CALLAWAY and defendant MISTER met CW-2 in a car in the parking lot of a restaurant in Egg Harbor Township, New Jersey. Defendant CALLAWAY introduced defendant MISTER as a "good friend of mine" and explained that, "being a candidate, I always bring somebody with me." CW-2 told defendant CALLAWAY that CW-2 only had "fifteen" (referring to \$1,500), and that CW-2 had already been contacted by a certain school employee (hereinafter "Individual 2") Defendant CALLAWAY explained that Individual 2 was responsible for maintenance work, and that he was calling CW-2 because "everything was in the works." During the meeting, defendant MISTER accepted a \$1,500 cash payment for defendant CALLAWAY, at the direction of defendant CALLAWAY, and in defendant CALLAWAY's presence, in exchange for his securing future roofing contracts with the PBOE. After accepting the corrupt payment, defendant CALLAWAY encouraged CW-2 to "keep doing the right stuff" and CW-2 would "get the big stuff - the schools, the complete schools. That's the way we'll go." Later that afternoon, again in a parked car, defendant MISTER met CW-2 and accepted another \$1,500 payment on behalf of defendant CALLAWAY, who, according to defendant MISTER, waited in the car in which they had arrived.

14. After defendants CALLAWAY and MISTER accepted the payments described in paragraph 13, CW-1 spoke to defendant CALLAWAY over the telephone. CW-1 stated that CW-2 was concerned about giving the payments to a third-party (referring to defendant MISTER). Defendant CALLAWAY explained that a candidate should not be "touching" payments and that "Louis Mister [is] part of our team." Defendant CALLAWAY instructed CW-1 to let CW-2 know "how much I appreciate it" and to remind CW-2 that "the other thing is in motion too with the school," referring to roofing work that defendant CALLAWAY was attempting to secure for the Roofing Business.