

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA : Crim. No. 12-
 :
 v. : 18 U.S.C. § 981(a)(1)(C)
 : 18 U.S.C. § 1952(a)(3)
 LOUIS GARGIULO : 18 U.S.C. § 2 &
 : 28 U.S.C. § 2461

INFORMATION

The defendant having waived in open court prosecution by Indictment, the United States Attorney for the District of New Jersey charges:

1. At all times relevant to this Information:
 - a. Defendant LOUIS GARGIULO was a principal of LG II Company, Inc. ("LG II"), a New Jersey company that engaged in the business of general contracting. Defendant LOUIS GARGIULO sought, on behalf of his company, to obtain construction related contracts from a company that owned and operated container ship terminal facilities at a port in Union County, New Jersey (the "Terminal Operator").
 - b. There was an employee of the Terminal Operator (the "Employee"). The Employee was empowered to obtain bids and negotiate contracts on behalf of the Terminal Operator in furtherance of construction projects at the Terminal Operator's facilities. The Employee also oversaw construction projects at the Terminal Operator's facilities and approved payments to construction contractors. The Employee had a duty of fidelity to the Terminal Operator.
2. In or about 2000, defendant LOUIS GARGIULO and the Employee agreed that the Employee would provide assistance in

awarding contracts by the Terminal Operator to LG II for construction projects at the Terminal Operator's facilities. In exchange, defendant LOUIS GARGIULO agreed to pay as kickbacks to the Employee a portion of the price paid to LG II by the Terminal Operator for construction contracts that the Terminal Operator awarded to the LG II, as consideration for the Employee agreeing to violate his duty of fidelity to Terminal Operator.

3. From in or about 2000 to on or about February, 2011, in Union County, in the District of New Jersey and elsewhere, the defendant,

LOUIS GARGIULO,

knowingly and intentionally used and caused to be used the mail with intent to promote, manage, establish, carry on, and facilitate the promotion, management, establishment, and carrying on of an unlawful activity, that is, commercial bribery, contrary to N.J.S.A. § 2C:21-10, and, thereafter, did perform and attempt to perform acts to promote, manage, establish, carry on, and facilitate the promotion, management, establishment, and carrying on of such unlawful activity, to include, as follows:

a. In or about July 2009, LG II was awarded by the Terminal Operator an approximately \$300,000 construction contract to perform renovations of an office space at the Terminal Operator's facilities (the "Renovation Contract"). Defendant LOUIS GARGIULO and the Employee agreed that defendant LOUIS GARGIULO would kickback \$24,000 in cash to the Employee in exchange for the Employee's assistance in the award of the Renovation Contract to LG II.

b. On or about October 12, 2010, defendant LOUIS GARGIULO submitted to the Terminal Operator an invoice for \$51,000 for work that LG II performed under the Renovation Contract, causing the Terminal Operator to issue a check in the amount of \$51,000 to LG II and to mail that check to LG II on or about November 17, 2010.

c. On or about the dates set forth below, the defendant LOUIS GARGIULO gave cash in the approximate amounts set forth below to the Employee in Union County, New Jersey, as kickbacks for the Renovation Contract:

Date	Kickback Amount
November 19, 2010	\$2,000
November 29, 2010	\$2,000
December 9, 2010	\$2,500
December 17, 2010	\$2,500
December 23, 2010	\$2,000
January 7, 2011	\$2,500
February 4, 2011	\$2,500
February 14, 2011	\$2,000

In violation of Title 18, United States Code, Section 1952(a)(3) and Title 18, United States Code, Section 2.

FORFEITURE ALLEGATIONS

As a result of committing the aforementioned offense in violation of 18 U.S.C. § 1952(a)(3) and 18 U.S.C. § 2, defendant LOUIS GARGIULO shall forfeit to the United States pursuant to 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461, all property, real and personal, that constituted and was derived from proceeds traceable to the commission of the offense, including, but not limited to, \$36,087.36, in that such sum constituted and was derived, directly or indirectly, from proceeds traceable to the commission of the above-mentioned offense.

If any of the above-described forfeitable property, as a result of any act or omission of defendant LOUIS GARGIULO:

- (1) cannot be located upon exercise of due diligence;
- (2) has been transferred or sold to, or deposited with, a third party;
- (3) has been placed beyond the jurisdiction of the Court;
- (4) has been substantially diminished in value; or
- (5) has been commingled with other property which cannot be divided without difficulty;

it is the intent of the United States, pursuant to 21 U.S.C. 853(p), to seek forfeiture of any other property of defendant LOUIS GARGIULO up to the value of the above forfeitable property.

Pursuant to Title 18, United States Code, Section
981(a)(1)(C) and Title 28, United States Code, Section 2461.



PAUL J. FISHMAN
United States Attorney

CASE NUMBER: _____

**United States District Court
District of New Jersey**

UNITED STATES OF AMERICA

v.

LOUIS GARGIULO

INFORMATION FOR

18 U.S.C. § 1952(a)(3) and 18 U.S.C. § 2

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