

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA : Hon.
v. : Criminal No.
KENNETH P. CAMPBELL, : Title 29, United States Code,
PATRICK CAMPBELL, and : Section 501(c), and
ANTHONY AMBROSIO : Title 18, United States Code,
Sections 371 and 2

S U P E R S E D I N G I N D I C T M E N T

The Grand Jury in and for the District of New Jersey,
sitting at Newark, charges as follows:

COUNTS ONE THROUGH THIRTEEN
(Embezzlement from Local 825 - Union Credit Card Purchases)

Background

1. At all times relevant to Counts One through
Thirteen of this Superseding Indictment:

The Defendant and Other Parties

a. Local 825 of the International Union of
Operating Engineers (hereinafter "Local 825"), headquartered in
Springfield, New Jersey, was a "labor organization" as that term
is defined in Title 29, United States Code, Sections 142(3),
152(5), 402(i) and (j). It represented, sought to represent, and
would have admitted to membership construction equipment
operators, mechanics, and surveyors. Local 825 represented
approximately 7,000 members, many of whom were employed at
various construction projects in New Jersey and New York.

b. Defendant KENNETH P. CAMPBELL was Local 825's elected Business Manager and was an employee of Local 825. Under Local 825's bylaws, defendant KENNETH P. CAMPBELL was responsible for conducting the day-to-day operations of the union, was charged with representing all the union's members, and authorized to incur necessary and proper expenses to carry out his duties.

c. Under Title 29, United States Code, Section 501(a), defendant KENNETH P. CAMPBELL occupied a position of trust in relation to the union and its members as a group, and he owed to the union and its membership the following fiduciary duties and responsibilities: (1) the duty to hold union money and property solely for the benefit of Local 825 and its membership; (2) the duty to refrain from dealing with Local 825 as an adverse party or on behalf of an adverse party in any matter connected to his duties; (3) the duty to refrain from holding or acquiring any pecuniary or personal interest that conflicted with the interest of Local 825 or its membership; and (4) the duty to account to Local 825 and its membership for any profit he received in whatever capacity in connection with transactions conducted by or under his direction on behalf of the union.

Local 825's Money, Property, and Assets

2. Local 825 maintained a checking account at Wachovia Bank, Summit, New Jersey under the name "International Union of Operating Engineers Local 825 General Fund" (hereinafter

"Local 825 Account"). The money in this account belonged to Local 825. Defendant KENNETH P. CAMPBELL was a signatory on the Local 825 Account.

3. Local 825 issued defendant KENNETH P. CAMPBELL an American Express credit card (hereinafter "Campbell Credit Card") to purchase items and services necessary and proper to carry out his duties and responsibilities as Business Manager. Local 825 paid all expenses incurred on the Campbell Credit Card by issuing checks to American Express drawn on the Local 825 Account, which checks were signed by defendant KENNETH P. CAMPBELL.

4. On or about the dates below, in Union County, in the District of New Jersey and elsewhere, defendant

KENNETH P. CAMPBELL,

while an officer and employee of Local 825, namely, Business Manager, a labor organization engaged in an industry affecting commerce, embezzled, stole, and unlawfully and willfully abstracted and converted to his use and the use of others, money, funds, securities, property, and other assets of Local 825 by causing the union to pay for purchases made on the Campbell Credit Card, as described below:

Count	Approximate Date	Approximate Amount	Description of Item(s) Purchased
ONE	September 20, 2004	\$4,557.92	Samsung 50 inch television, warranty, Home Theater System, and related accessories

Count	Approximate Date	Approximate Amount	Description of Item(s) Purchased
TWO	October 22, 2004	\$1,876.03	Samsung DVD Player and related accessories; Harmony Remote Control; Philips DVD Recorder and warranty; and Samsung DVD/VCR Combination and related accessories
THREE	November 16, 2004	\$663.23	Sony Receiver, warranty, and related accessories
FOUR	December 16, 2004	\$2,706.13	Samsung 43 inch television, warranty; and Toshiba DVD/VCR Combination
FIVE	March 15, 2005	\$3,655.91	Sharp Aquos 26 inch television, TIVO Box, and related accessories
SIX	August 12, 2005	\$639.36	Sony Digital Camera, warranty, and related accessories; and Smart Video cell phone service
SEVEN	September 15, 2005	\$152.94	Samsung MP3 Player; and Smart Video cell phone service
EIGHT	October 12, 2005	\$2,694.69	Samsung 50 inch television and warranty; Television stand; and Smart Video cell phone service

Count	Approximate Date	Approximate Amount	Description of Item(s) Purchased
NINE	November 16, 2005	\$1,920.93	JVC Micro drive Camcorder and warranty; and Smart Video cell phone service
TEN	May 22, 2006	\$2,791.89	2 Sony DVD Camcorders, warranties, and related accessories; and Smart Video cell phone service, including the "Naked News"
ELEVEN	July 17, 2006	\$2,704.08	3 bottles of wine at \$502 per bottle (Morton's, The Steakhouse, Atlantic City, New Jersey); Samsung Blu-ray Disc Player and warranty; and Smart Video cell phone service, including the "Naked News"
TWELVE	November 27, 2006	\$2,056.52	Samsung Laptop Computer and related accessories; and Smart Video cell phone service, including the "Naked News"
THIRTEEN	February 21, 2007	\$871.84	Samsung Blu-ray Disc Player; and Smart Video cell phone service, including the "Naked News"

In violation of Title 29, United States Code, Section 501(c) and Title 18, United States Code, Section 2.

COUNT FOURTEEN
(Embezzlement from Local 825 - Lincoln Town Car)

1. The allegations set forth in Paragraph 1 of Count One this Superseding Indictment are hereby realleged as if set forth fully herein.

2. Defendant PATRICK CAMPBELL, the father of defendant KENNETH P. CAMPBELL, was the former Business Manager of Local 825, having retired in or about 1998. After his retirement, by vote of the union's Executive Board, defendant PATRICK CAMPBELL was given with the title "Business Manager Emeritus" but had no ongoing responsibilities concerning the operations of Local 825.

3. In or about February 2005 defendant KENNETH P. CAMPBELL, improperly and in derogation of his fiduciary duties to Local 825 and its members as a group, caused Local 825 to buy a 2004 Lincoln Town Car, with a "LoJack" security system, for defendant PATRICK CAMPBELL's use and enjoyment. Local 825 purchased this car for approximately \$37,478.70.

4. On or about February 25, 2005, in Union County, in the District of New Jersey and elsewhere, defendants

KENNETH P. CAMPBELL, and
PATRICK CAMPBELL

while defendant KENNETH P. CAMPBELL was an officer and employee of Local 825, namely, Business Manager, a labor organization engaged in an industry affecting commerce, embezzled, stole, and unlawfully and willfully abstracted and converted to his use and

the use of others, the moneys, funds, securities, property, and other assets of Local 825, a labor organization, by causing the union to pay for the purchase of a 2004 Lincoln Town Car costing approximately \$37,478.70, for the benefit of defendant PATRICK CAMPBELL.

In violation of Title 29, United States Code, Section 501(c) and Title 18, United States Code, Section 2.

COUNT FIFTEEN

(Embezzlement From Local 825 - Gas Card to Staff Employee)

1. The allegations set forth in Paragraph 1 of Count One of this Superseding Indictment are hereby realleged as if set forth fully herein.

2. Defendant KENNETH P. CAMPBELL had a personal relationship with an individual who was employed by Local 825 as a staff employee (hereinafter "Staff Employee"). The Staff Employee worked at Local 825's headquarters in Springfield, New Jersey and was neither required to conduct off-site field work nor travel as part of her job.

3. In or about late 2007, defendant KENNETH P. CAMPBELL caused Local 825 to issue a gas card to the Staff Employee to pay for gas for personal use in her cars. Local 825 paid for all gas purchases made on this gas card.

4. From in or about December 2007 through in or about April 2008, in Union County, in the District of New Jersey and elsewhere, defendant

KENNETH P. CAMPBELL

while an officer and employee of Local 825 of the International Union of Operating Engineers, namely, Business Manager, a labor organization engaged in an industry affecting commerce, embezzled, stole, and unlawfully and willfully abstracted and converted to his use and the use of others, money, funds, securities, property, and other assets of Local 825, a labor

organization, by causing Local 825 to pay for approximately \$1,636 in gas purchased with the Local 825 gas card issued to the Staff Employee.

In violation of Title 29, United States Code, Section 501(c) and Title 18, United States Code, Section 2.

COUNT SIXTEEN

**(Conspiracy to Demand and Receive Unlawful Labor Payments -
30 Hudson Street, Jersey City, New Jersey)**

1. The allegations set forth in Paragraph 1 of Count One of this Superseding Indictment are hereby realleged as if set forth fully herein.

Background

2. At all times relevant to this Count of Superseding Indictment:

a. Defendant KENNETH P. CAMPBELL appointed all business agents and lead engineers and approved each new applicant's request for membership into the union.

b. Local 825, through its officers and agents, entered into collective bargaining agreements (hereinafter "CBAs") with employers that employed operating engineers. These agreements contained provisions pertaining to conditions of employment, such as rates of pay and fringe benefits, and the circumstances under which an employer was obligated to man certain types of construction equipment, such as cranes, backhoes, forklifts, and booms, with Local 825 operating engineers, among other things.

c. Defendant ANTHONY AMBROSIO was an employee of Backhoe Services, Inc., a company incorporated in New Jersey that engaged in the business of snow removal (hereinafter "Backhoe Services"). Backhoe Services employed operating engineers who were represented by and would be admitted to membership in Local 825.

d. Peter O. Strannemar, a co-conspirator not named as a defendant herein, was the President of Local 825 and an employee of the union.

e. Craig Wask, a co-conspirator not named as a defendant herein, was a business agent for Local 825. Co-Conspirator Craig Wask's responsibilities included acting on behalf of and in the name of Local 825 to represent its members employed at various construction projects by, among other ways, monitoring and ensuring that employers complied with their obligations under various CBAs.

f. Anthony Mann, Sr., a co-conspirator not named as a defendant herein, was a Local 825 lead engineer at various construction projects.

g. A company incorporated in New Jersey that engaged in the business of erecting steel (hereinafter "Steel Erector Company") employed operating engineers who were represented by and would be admitted to membership in Local 825. An individual (hereinafter "Individual One") was a principal of the Steel Erector Company. An individual (hereinafter "Individual One") was an employee of the Steel Erector Company.

h. A company incorporated in Delaware that engaged in the business of plumbing (hereinafter "Plumbing Company") employed operating engineers who were represented by and would be admitted to membership in Local 825. An individual (hereinafter "Individual Three") was an employee of the Plumbing Company.

i. A company headquartered in New York that engaged in the business of commercial window installation (hereinafter "Window Company") employed operating engineers who were represented by and would be admitted to membership in Local 825.

j. Backhoe Services, the Steel Erector Company, the Plumbing Company, and the Window Company were each "employers" as that term is defined in Title 29, United States Code, Sections 142 and 152(2), and the employees of these companies were employed in an industry affecting commerce.

**The Construction Project at 30 Hudson Street,
Jersey City, New Jersey**

3. Beginning as early as 2000, a construction project had commenced to build a high-rise commercial building at 30 Hudson Street, Jersey City, New Jersey (hereinafter "Project One").

4. All companies engaged in construction activities at Project One, including the companies referred to in Paragraph 2j of this Count, were subject to a CBA with Local 825; therefore, these companies were required to use and employ Local

825 members at the project to operate cranes, booms, and backhoes, among other types of construction equipment.

5. Co-Conspirator Craig Wask was the business agent for Local 825's members at Project One and represented all the Local 825 members who were employed at Project One.

6. Co-Conspirator Anthony Mann, Sr. was the lead engineer at Project One and was authorized to represent all the Local 825 members employed at Project One.

The Conspiracy

7. From in or about May 2001 to in or about July 2003, in the District of New Jersey and elsewhere, defendants

KENNETH P. CAMPBELL, and
ANTHONY AMBROSIO,

being an officer and employee of Local 825, a labor organization, and an individual acting in the interest of an employer, respectively, knowingly and willfully conspired and agreed with Co-Conspirators Peter O. Strannemar, Craig Wask, Anthony Mann, Sr., and others to commit offenses against the United States, that is, to request, demand, receive, and accept, the payment, loan, and delivery of money and things of value, namely, United States currency, in an amount in excess of \$1,000, from employers, as described in Paragraph 2j of this Count, and from individuals acting in the interest of the employers, including defendant ANTHONY AMBROSIO, to representatives of each company's employees, whose employees were employed in an industry affecting

commerce, namely, the construction industry, and whose employees such labor organization represented, sought to represent, and would have admitted to membership, contrary to Title 29, United States Code, Sections 186 (a)(1), (a)(2), (b)(1), and (d)(2).

Object of the Conspiracy

8. It was an object of the conspiracy that defendant KENNETH P. CAMPBELL and Co-Conspirators Peter O. Strannemar, Craig Wask, and Anthony Mann, Sr. unlawfully requested and received cash payments and other things of value from employers and individuals acting in the interest of the employers at Project One, including defendant ANTHONY AMBROSIO.

Manner and Means of the Conspiracy

Steel Erector Company

9. It was part of the conspiracy that Co-Conspirator Anthony Mann, Sr. demanded cash from Individuals One and Two from the Steel Erector Company to ensure labor peace and general good will on the job and to permit the company to employ fewer than the required number of operating engineers per crane, contrary to the CBA to which the company was subject.

10. It was further part of the conspiracy that Individuals One and Two delivered approximately \$4,000 in cash per month to Co-Conspirator Anthony Mann, Sr. In total, defendant KENNETH P. CAMPBELL and his co-conspirators obtained at least \$88,000 in cash from the Steel Erector Company.

Plumbing Company

11. It was further part of the conspiracy that the Plumbing Company, through Individual Three and others, paid cash to Co-Conspirator Anthony Mann, Sr. in exchange for "picks" performed contrary to the CBA. A "pick" referred to the use of equipment, such as a crane, boom, or forklift, to lift and move materials during construction projects. By paying cash to Co-Conspirator Anthony Mann, Sr. for these picks, the Plumbing Company was not obligated to hire, pay the salaries, and pay benefits on behalf of the Local 825 members who would have and should have been assigned to these pieces of equipment.

12. It was further part of the conspiracy that Individual Three submitted "Petty Cash Requests" to the Plumbing Company to obtain cash to pay Co-Conspirator Anthony Mann, Sr. After obtaining the cash, Individual Three delivered the cash to Co-Conspirator Anthony Mann, Sr. In total, defendant KENNETH P. CAMPBELL and his co-conspirators obtained at least \$23,600 in cash from the Plumbing Company.

The Window Company

13. It was further part of the conspiracy that Co-Conspirator Anthony Mann, Sr. demanded and received cash payments from the Window Company to ensure labor peace and in exchange for permitting the company to circumvent the CBA to which it was subject. In total, defendant KENNETH P. CAMPBELL and his co-conspirators obtained at least \$25,000 in cash from the Window Company.

Backhoe Services

14. It was further part of the conspiracy that Co-Conspirators Craig Wask and Anthony Mann, Sr. steered two contracts to the Plow Company to plow snow at Project One and an adjacent project.

15. It was further part of the conspiracy that defendant ANTHONY AMBROSIO gave Co-Conspirators Craig Wask and Anthony Mann, Sr. approximately \$20,000 in cash and in checks for steering the two contracts to the Plow Company.

Delivery of Unlawful Labor Payments

16. It was further part of the conspiracy that after Co-Conspirator Anthony Mann, Sr. illegally obtained the cash from defendant ANTHONY AMBROSIO, the Steel Erector Company, the Plumbing Company, and the Window Company, he kept some of the cash for himself and delivered the remainder of the cash to Co-Conspirator Craig Wask.

17. It was further part of the conspiracy that Co-Conspirator Craig Wask kept some of the illegally obtained cash for himself and delivered portions of the cash to defendant KENNETH P. CAMPBELL and Co-Conspirator Peter O. Strannemar.

Overt Acts

18. In furtherance of the conspiracy and in order to effect the object thereof, defendants KENNETH P. CAMPBELL and ANTHONY AMBROSIO and their co-conspirators committed and caused to be committed the following overt acts, among others, in the District of New Jersey and elsewhere:

The Steel Erector Company

a. In or about June 2001, Individual One gave Individual Two at least \$1,000 in cash to deliver to Co-Conspirator Anthony Mann, Sr.

b. In or about April 2002, Individual One delivered approximately \$4,000 in cash to Co-Conspirator Anthony Mann, Sr.

c. In or about April 2003, Individual One delivered approximately \$4,000 in cash to Co-Conspirator Anthony Mann, Sr.

The Plumbing Company

d. On or about November 9, 2001, Individual Three paid Co-Conspirator Anthony Mann, Sr. approximately \$500 in cash.

e. On or about August 7, 2002, Individual Three submitted a Petty Cash Request to the Plumbing Company, seeking \$1,000 in cash for ten picks.

f. On or about February 7, 2003, Individual Three paid Co-Conspirator Anthony Mann, Sr. approximately \$600 in cash.

g. On or about May 22, 2003, Individual Three paid Co-Conspirator Anthony Mann, Sr. approximately \$1,000 in cash.

Window Company

h. In or about 2002, Co-Conspirator Anthony Mann, Sr. demanded cash from the Window Company.

Backhoe Services

i. On or about July 8, 2003, defendant ANTHONY AMBROSIO caused a check in the amount of \$5,000 to be issued to Co-Conspirator Anthony Mann, Sr.

j. On or about July 21, 2003, defendant ANTHONY AMBROSIO caused a check in the amount of \$5,000 to be issued to Co-Conspirator Anthony Mann, Sr.

All in violation of Title 18, United States Code, Section 371.

COUNT SEVENTEEN

**(Conspiracy to Demand and Receive Unlawful Labor Payments -
Jersey City Golf Course Project)**

1. The allegations set forth in Paragraph 1 of Count One and Paragraph 2 of Count Sixteen of this Superseding Indictment are hereby realleged as if fully set forth herein.

2. At all times relevant to this Superseding Indictment, G.V.C., a co-conspirator not named as a defendant herein, was the principal of a construction company incorporated in New Jersey that employed operating engineers who were represented by and would be admitted to membership in Local 825. G.V.C.'s company was an "employer" as that term is defined in Title 29, United States Code, Sections 142 and 152(2), and the employees of this company were employed in an industry affecting commerce.

The Golf Course Construction Project in Jersey City, New Jersey

3. Beginning in or about 2000, a construction project had commenced to construct a large golf course with residential homes, among other things, in Jersey City, New Jersey (hereinafter "Project Two"). Co-Conspirator G.V.C.'s construction company was the General Contractor at Project Two and employed and would have employed Local 825 members to operate certain types of construction equipment at the project. In addition, Co-Conspirator G.V.C.'s construction company was responsible for subcontracting with all other construction companies at the project.

4. At Project Two, Co-Conspirator G.V.C.'s construction company and all subcontractors were subject to a CBA with Local 825 and therefore were required to use and employ Local 825 members at the project to operate cranes, booms, and backhoes, among other types of construction equipment.

The Conspiracy

5. From in or about May 2003 through in or about May 2006, in the District of New Jersey and elsewhere, defendant

KENNETH P. CAMPBELL,

being an officer and employee of Local 825, a labor organization, knowingly and willfully conspired and agreed with Co-Conspirators Craig Wask and G.V.C. and others to commit offenses against the United States, that is, to request, demand, receive, and accept, the payment, loan, and delivery of a thing of value, namely, United States currency in an amount in excess of \$1,000, from Co-Conspirator G.V.C., an employer and an individual acting in the interest of an employer, whose employees were employed in an industry affecting commerce, namely, the construction industry, and whose employees such labor organization represented, sought to represent, and would have admitted to membership, contrary to Title 29, United States Code, Sections 186(a)(2), (b)(1), and (d)(2).

Object of the Conspiracy

6. It was an object of the conspiracy that defendant KENNETH P. CAMPBELL and Co-Conspirator Craig Wask unlawfully requested and received in excess of \$100,000 in cash bribes from Co-Conspirator G.V.C. to permit the use of non-union labor at Project Two, contrary to the CBA, thereby saving Co-Conspirator G.V.C. and his company a significant amount of money.

Manner and Means of the Conspiracy

7. It was part of the conspiracy that Co-Conspirator G.V.C.'s company, and certain of its subcontractors, employed non-union labor to operate construction equipment at Project Two, contrary to the CBA to which these companies were subject. By using non-union labor to operate various pieces of construction equipment, Co-Conspirator G.V.C. avoided paying benefits on behalf of the Local 825 members who would have and should have been assigned to the construction equipment.

8. It was further part of the conspiracy that Co-Conspirator Craig Wask requested cash payments from Co-Conspirator G.V.C. in exchange for permitting Co-Conspirator G.V.C.'s company and certain of its subcontractors to use non-union labor at the project.

9. It was further part of the conspiracy that Co-Conspirator G.V.C. paid Co-Conspirator Craig Wask between \$2,000 and \$4,000 in cash per month, depending on the number of non-union workers employed at Project Two during the previous month.

10. It was further part of the conspiracy that Co-Conspirator Craig Wask kept some of these cash payments for himself and delivered portions of the cash to defendant KENNETH P. CAMPBELL.

Overt Acts

11. In furtherance of the conspiracy and in order to effect the object thereof, defendant KENNETH P. CAMPBELL and his co-conspirators committed and caused to be committed the following overt acts, among others, in the District of New Jersey and elsewhere:

a. In or about May 2003, Co-Conspirator G.V.C. employed at least two individuals who were not members of Local 825 to operate construction equipment at Project Two.

b. In or about May 2003, Co-Conspirator G.V.C. delivered at least \$2,000 in cash to Co-Conspirator Craig Wask

c. In or about January 2004, Co-Conspirator G.V.C. delivered at least \$2,000 in cash to Co-Conspirator Craig Wask

d. In or about January 2005, Co-Conspirator G.V.C. delivered at least \$2,000 in cash to Co-Conspirator Craig Wask

e. In or about January 2006, Co-Conspirator G.V.C. employed at least two individuals who were not members of Local 825 to operate construction equipment at Project Two.

f. In or about May 2006, Co-Conspirator G.V.C. delivered at least \$2,000 in cash to Co-Conspirator Craig Wask

All in violation of Title 18, United States Code,

Section 371.

COUNT EIGHTEEN
(Conspiracy to Demand and Receive Unlawful Labor Payments)

1. The allegations set forth in Paragraph 1 of Count One, Paragraph 2 of Count Sixteen and Paragraph 2 of Count Seventeen of this Superseding Indictment are hereby realleged as if fully set forth herein.

2. At all times relevant to this Superseding Indictment, Local 825 admitted new members into the union based on an application process. In accordance with the International Union of Operating Engineers' Constitution, as incorporated in Local 825's bylaws, Local 825 was required to investigate the character and qualifications of each applicant before he or she was admitted into the union. To ensure that an applicant was qualified to operate construction equipment, applicants were required to either attend and complete an apprenticeship program administered through the union or be tested on certain construction equipment at the union's training center.

3. To obtain membership in Local 825, an applicant was required to complete certain documents, including an application, pay an initiation fee of approximately \$54 to the union, and qualify as set forth on Paragraph 2 above of this Count. Defendant KENNETH P. CAMPBELL was responsible for approving the admission of applicants into the union. After the applicant was admitted into the union, he or she was permitted to

work at construction projects as a Local 825 operating engineer and was entitled to all the rights, privileges, and benefits concomitant with membership in the union.

The Conspiracy

4. From in or about August 2004 through in or about September 2004, in the District of New Jersey and elsewhere, defendant

KENNETH P. CAMPBELL,

being an officer and employee of Local 825, a labor organization, knowingly and willfully conspired and agreed with Co-Conspirators Craig Wask and G.V.C. to commit offenses against the United States, that is, to request, demand, receive, and accept, the payment, loan, and delivery of a thing of value, namely, United States currency in an amount in excess of \$1,000, from Co-Conspirator G.V.C., an employer and an individual acting in the interest of an employer, whose employees were employed in an industry affecting commerce, namely, the construction industry, and whose employees such labor organization represented, sought to represent, and would have admitted to membership, contrary to Title 29, United States Code, Sections 186(a)(2), (b)(1), and (d)(2).

Objects of the Conspiracy

5. It was an object of the conspiracy that Co-Conspirator G.V.C. unlawfully paid cash to Co-Conspirator Craig Wask and defendant KENNETH P. CAMPBELL to obtain the admission of three of Co-Conspirator G.V.C.'s employees into Local 825.

6. It was further an object of the conspiracy that defendant KENNETH P. CAMPBELL admitted three of Co-Conspirator G.V.C.'s employees into Local 825, in exchange for cash, to the detriment of Local 825 and its membership.

Manner and Means of the Conspiracy

7. It was part of the conspiracy that Co-Conspirator G.V.C. paid approximately \$6,000 in cash to Co-Conspirator Craig Wask to obtain the admission of three of Co-Conspirator G.V.C.'s employees, including two relatives, into Local 825.

8. It was further part of the conspiracy that Co-Conspirator Craig Wask delivered a portion of this cash to defendant KENNETH P. CAMPBELL.

9. It was further part of the conspiracy that defendant KENNETH P. CAMPBELL, in exchange for the cash payment from Co-Conspirator G.V.C., admitted three of Conspirator G.V.C.'s employees into Local 825. Defendant KENNETH P. CAMPBELL admitted these three individuals into the union without requiring them to complete the apprenticeship program and without requiring them to be tested on construction equipment.

Overt Acts

10. In furtherance of the conspiracy and in order to effect the objects thereof, defendant KENNETH P. CAMPBELL and his co-conspirators committed and caused to be committed the following overt acts, among others, in the District of New Jersey and elsewhere:

a. In or about August 2004, Co-Conspirator G.V.C. gave approximately \$6,000 in cash to Co-Conspirator Craig Wask.

b. On or about August 5, 2004, defendant KENNETH P. CAMPBELL initialed a union document, thereby approving and permitting one of Co-Conspirator G.V.C.'s employees to be admitted into Local 825.

c. In or about August 2004, Co-Conspirator Craig Wask delivered a portion of the cash that he had received from Co-Conspirator G.V.C. to defendant KENNETH P. CAMPBELL.

d. On or about September 9, 2004, defendant KENNETH P. CAMPBELL initialed a union document, thereby approving and permitting one of Co-Conspirator G.V.C.'s employees to be admitted into Local 825.

All in violation of Title 18, United States Code, Section 371.

A TRUE BILL,

FOREPERSON

CHRISTOPHER J. CHRISTIE
United States Attorney