
UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA

v.

DONNA SCHIERECK

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CRIMINAL COMPLAINT

Mag. 13-3706

I, the undersigned complainant, being duly sworn, state that the following is true and correct to the best of my knowledge and belief:

From in or about September 2012 to in or about December 2012, in Ocean County, in the District of New Jersey, and elsewhere, defendant

DONNA SCHIERECK

being an agent of a State government agency did knowingly and corruptly solicit and demand for her benefit, and accept and agree to accept things of value intending to be influenced and rewarded in connection with a business, transaction, and series of transactions of such agency involving things of value of \$5,000 and more.

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

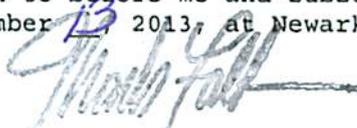
SEE ATTACHMENT A

continued on the attached page and made a part hereof.



Maureen Costello
Special Agent
Federal Bureau of Investigation

Sworn to before me and subscribed in my presence,
November 13, 2013, at Newark, New Jersey



HONORABLE MARK FALK
UNITED STATES MAGISTRATE JUDGE

ATTACHMENT A

1. I, Maureen Costello, am a Special Agent of the Federal Bureau of Investigation ("FBI"). I am fully familiar with the facts set forth herein based on my personal observations, a review of documentary evidence, information obtained from various federal agents and witnesses and a review of recorded communications. Because this affidavit is being submitted for the limited purpose of establishing probable cause to believe that the specified offense has been committed, I have not included every detail of every aspect of the investigation. When I refer to communications by others, their communications are related in substance and in part, unless otherwise indicated. Further, all meetings and conversations were recorded unless otherwise indicated.

BACKGROUND

2. At all times relevant to this complaint:

(a) Defendant DONNA SCHIERECK ("SCHIERECK") was a supervisor with NJ Transit ("NJT"). SCHIERECK had been an employee of NJT for more than twenty years.

(b) NJT was a state government agency, administering New Jersey's public transportation service. NJT received federal funds assistance in excess of \$10,000 in 2012.

(c) There was a Lakewood, New Jersey company (the "Company") that conducted, among other things, professional powerwashing.

(d) There was a person who was the Vice President and Secretary of the Company (the "Vice President").

(e) There was another individual who was the President of the Company ("the President").

(f) There was a witness who was cooperating with the federal authorities ("CW"), who worked for NJT. CW began cooperating with federal authorities in or about April 2012, after CW was recorded participating in a bribery and mail fraud scheme.

SUMMARY OF DETAILS

3. In or about September 2012, during a telephone conversation between the Vice President and CW, the Vice President discussed with CW the need for CW to assist the Company with securing the 2012-2013 NJT snow removal contract for the station located in Trenton (hereinafter "the Trenton contract"), for which the Company would provide CW with \$20,000. The Vice President explained to CW that the Vice President would not be able to "do it all at once," referring to the Vice President's inability to provide CW with the full \$20,000 payoff in one lump sum, rather, the Vice President explained that the Vice President would have to "get the snow first,"

referring to the Vice President's need for NJT to pay the Company for snow removal first, before the Vice President could pay CW.

4. On or about October 10, 2012, during an unrecorded conversation, SCHIERECK and CW discussed, while driving in a vehicle together in New Jersey, to what company NJT officials planned to award the Trenton contract, according to CW. SCHIERECK told CW that NJT probably was not going to award the Trenton contract to the Company. SCHIERECK was informed by CW that the Company offered CW \$16,000 to secure the Trenton contract for the Company. SCHIERECK further was informed by CW that CW would provide her with \$8,000 if she secured the Trenton contract for the Company.

5. On or about October 11, 2012, during a recorded telephone conversation between SCHIERECK and CW, SCHIERECK stated to CW: "You owe me eight grand." CW asked SCHIERECK, "you got it?". SCHIERECK responded "uh-huh," meaning that SCHIERECK secured the Trenton contract for the Company. SCHIERECK and CW discussed the ease with which SCHIERECK secured the Trenton contract for the Company. SCHIERECK was told by CW that as a result of the ease in securing the Trenton contract for the Company, SCHIERECK should get only \$5,000. SCHIERECK responded that SCHIERECK should get \$10,000 "cause [the Company] were getting nothing," indicating that without SCHIERECK's assistance, NJT would not have awarded the Trenton contract to the Company. SCHIERECK further told CW that she wanted her house powerwashed, indicating that SCHIERECK wanted the Company to powerwash her house as additional benefit in consideration for her assistance with securing the Trenton contract.

6. On or about October 11, 2012, during a recorded telephone conversation between the Vice President and CW, the Vice President was told by CW that the Company "got the snow in Trenton," meaning that NJT awarded the Company the Trenton contract. The Vice President was further informed by CW that in order for CW to secure the contract for the Company, CW had "promised somebody eight grand." The Vice President informed CW that the Vice President would give CW \$8,000 when the Vice President got NJT's first payment for snow removal, and, after that, the Vice President would pay CW the remaining \$12,000.

7. On or about October 25, 2012, during a telephone conversation between SCHIERECK and CW, SCHIERECK informed CW that she was waiting for "our guys" to powerwash the front of her house, referring to the Company. SCHIERECK concluded by stating: "that and eight grand 'll get you a job," meaning that by paying SCHIERECK \$8,000 and powerwashing her house, the Company was able to secure the Trenton contract.

8. On or about October 25, 2012, workers from the Company powerwashed the front of SCHIERECK's home in Jackson, New Jersey, according to law enforcement surveillance.

9. On or about November 5, 2012, the Company removed snow from the NJT Trenton station, and subsequently invoiced NJT for the snow removal.