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**UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY**

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UNITED STATES OF AMERICA                   :           Honorable Joseph A. Dickson  
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  :           Mag. No. 14-6616 (JAD)  
  :           :  
VICTOR COCA                                    :           **CRIMINAL COMPLAINT**

I, Christine Parr, being duly sworn, state the following is true and correct to the best of my knowledge and belief:

From in or about February 2014 to in or about May 2014, in Hudson County, in the District of New Jersey, and elsewhere, defendant

VICTOR COCA

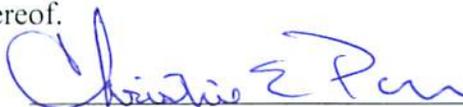
did corruptly give, offer, and agree to give things of value to an agent of a local government, with the intent to influence and reward the agent in connection with a business, transaction and series of transactions of such local government involving \$5,000 and more.

In violation of Title 18, United States Code, Section 666(a)(2) and Title 18, United States Code, 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:

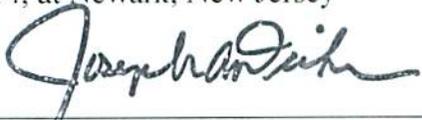
SEE ATTACHMENT A

continued on the attached page and made a part hereof.



Christine Parr  
Special Agent  
Federal Bureau of Investigation

Sworn to before me and subscribed in my presence,  
May 20, 2014, at Newark, New Jersey



HONORABLE JOSEPH A. DICKSON  
UNITED STATES MAGISTRATE JUDGE

## ATTACHMENT A

1. I, Christine Parr, 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 and meetings and translations of those communications and recordings when in Spanish. 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, unless otherwise indicated, all recorded communications were originally in Spanish and have been translated from Spanish into English for purposes of this criminal complaint.

2. At all times relevant to this complaint:

- (a) Defendant VICTOR COCA ("COCA") was the owner and president of a general contracting company ("Company 1") located in West New York, New Jersey.
- (b) West New York was a town in New Jersey that received federal funds assistance in excess of \$10,000 in 2013.
- (c) There was a witness who was cooperating with federal authorities ("CW") who worked as the Fire Official, for the West New York Bureau of Fire Prevention within the West New York government. As such, CW and other fire inspectors in the bureau were responsible for enforcing the Uniform Fire Code by issuing notices to, and imposing fines and penalties upon, building owners whose buildings contained fire code violations. CW was cooperating voluntarily with federal authorities.
- (d) There was a building ("Building 1") located on Bergenline Avenue in West New York.
- (e) There was another building ("Building 2") located on Hudson Avenue in West New York.

### **Building 1**

3. According to CW, and according to a violation notice issued by the Bureau of Fire Prevention, as of March 10, 2014, the owner of Building 1 owed \$14,500 in fines for outstanding fire code violations.

4. According to CW, on or about February 3, 2014, COCA approached CW and informed CW that COCA's friends owned Building 1. COCA asked CW if a \$5,000 payment to COCA would be sufficient to eliminate the outstanding fines.

5. On or about March 19, 2014, at approximately 10 AM, COCA and CW met in person at the offices of Company 1 in West New York. This meeting was audio and video recorded. During the meeting, COCA, CW, and another individual (“UM”) discussed Building 1. COCA and UM were advised by CW that a fine of \$14,500 had been assessed on Building 1. UM complained, in English, to COCA and CW, that the violations on Building 1 pertained to the basement and that the basement was under the control of another individual. UM indicated that UM could not obtain a certificate of occupancy while the violations were in place, and UM complained that the failure to obtain a certificate of occupancy was costing UM thousands of dollars per month in rent. After UM left, COCA told CW, in Spanish, that UM was trustworthy and that UM and UM’s people had asked COCA what they could do to take care of the outstanding fines. COCA said that UM and UM’s people were “going crazy trying to solve the problem.”

6. On or about March 24, 2014, at approximately 8:30 AM, COCA and CW met in person at a coffee shop in West New York. The meeting was audio and video recorded. Referring to the outstanding fine on Building 1, COCA said: “Listen, uh, my partner came to the office and told me, ‘Uh, ask him [CW] what needs to be done to fix the problem.’” COCA said that he told his partner that he would talk to CW to see how much the “repair will cost.” COCA and CW then discussed how much COCA would give to CW to eliminate the violations on Building 1:

COCA: Then, tell me how much do you think that the job will cost, approximately.  
CW: Alright. Right now, that thing is 2,000. Something like that.  
COCA: Two thousand?  
CW: Something like that.  
COCA: Work on it. Work on it.  
CW: Ok. Alright.  
COCA: Work on it.  
CW: Are you going to talk to him [COCA’s partner] and -- ?  
COCA: No, no, we don’t have to talk to him [COCA’s partner]. It’s what he already told me.  
CW: Okay.  
COCA: That he will do the job for that price [\$2,000], more or less.

COCA then told CW that the money from this “job” was money for CW’s “family, for this and that...” According to CW, COCA agreed to pay \$2,000 to CW for CW’s official assistance in eliminating the outstanding fine on Building 1.

7. On or about March 27, 2014, COCA and CW met in person at approximately 11:30 AM at one of COCA’s worksites in West New York. The meeting was audio and video recorded. During this meeting, COCA was operating a construction vehicle, and while seated in the vehicle, COCA handed CW \$2,000 in cash. The \$2,000 cash payment was contained within a Valley National Bank envelope. Upon receiving the cash payment, COCA was asked by CW: “is that we talked about?” COCA responded, “Yes.” CW replied: “The two thousand? Okay.”

## **Building 2**

8. According to CW, and according to a violation notice issued by the Bureau of Fire Prevention, as of April 2014, COCA, the owner of Building 2, owed approximately \$8,730,000 in fines and penalties for outstanding fire code violations. According to CW, in or about September 2013, COCA purchased Building 2. COCA had initiated construction on Building 2 and intended to convert Building 2 from a commercial factory into an apartment building.

9. During the aforementioned March 27, 2014 meeting, COCA and CW discussed the bribe payment necessary to address the fine and penalties owed on Building 2. COCA was informed by CW: "that's going to be a bit more" and COCA said "we'll be talking." COCA then informed CW that he wanted to "finish [the] building in six months."

10. According to CW, COCA and CW spoke by telephone on or about March 31, 2014. COCA asked CW whether CW had given any thought to the fire code violations on Building 2. CW responded that CW was working on the problem but that it would be difficult.

11. On or about April 7, 2014, COCA and CW met in person at approximately 9:30 AM at a coffee shop in West New York. The meeting was audio and video recorded. COCA placed his cellular phone on another table and asked CW to leave his cellular telephone on the table as well. COCA explained to CW that COCA did not trust anyone. COCA asked whether the penalties owed for Building 2 could be lowered to the "original fine" of \$5,000. Speaking in code, COCA said "You understand – five for labor and five for – for the materials." CW responded: "Okay. I think it could be done like that." COCA responded: "But, I need that reply immediately." During this portion of the conversation, COCA was offering to write the West New York Fire Prevention Bureau a check for \$5,000 (the "labor") for the original fine, and COCA was offering to pay CW \$5,000 in cash (the "materials"), for CW's assistance in eliminating the remainder of the \$8,730,000 in penalties that were owed by COCA on Building 2.

12. On or about April 16, 2014, COCA and CW met in person at approximately 11 AM in West New York. COCA and CW again discussed a payment of \$10,000 in return for official action by CW to reduce the approximately \$8,730,000 in outstanding fines on Building 2. COCA told CW that it [CW's official action] had "to be guaranteed." COCA was informed by CW that "it's going to be guaranteed." COCA agreed to write a check for \$5,000, made payable to West New York Fire Prevention, and also to pay CW \$5,000 in cash for CW's assistance in eliminating the remainder of the outstanding penalties on Building 2.

13. On or about April 21, 2014, at approximately 10:30 AM, COCA and CW met in person at the offices of Company 1. The meeting was audio and video recorded. Pursuant to their earlier agreement, COCA handed CW a check for \$5,000 made payable to "West NY Fire Prevention LEA." COCA then told CW: "Let's go to the house for a moment, to get you the money for the concrete." CW entered COCA's vehicle and they drove to COCA's house in North Bergen.

14. After arriving at COCA's house, COCA handed CW \$5,000 in cash and said, "Here, 'you made your bed, now you sleep in it.' Okay?" CW responded: "Okay." The \$5,000 cash payment was in a sealed bank envelope, and the envelope had "5,000.00" written on the

outside. After COCA handed CW the envelope containing the \$5,000 cash payment, CW said to Coca: "Are there five for the concrete here? There are five for the concrete here." COCA responded: "Of course there are."

15. Later, during this April 21, 2014 meeting, COCA was shown the original documentation for the violations on Building 2, indicating an amount due of \$8,730,000. COCA was then shown the new documentation for the violations on Building 2, indicating a new amount due of \$5,000. COCA asked CW: "Now, these are the papers that, that guarantee me that I'm in the clear. Right?" CW replied: "Yep." Later, during this meeting, COCA and CW further discussed the bribe payment and the elimination of the outstanding penalties on Building 2:

COCA: Anyway, thank you for –  
CW: For the work.  
COCA: -- for solving everything, okay? In a most convenient way for you guys and for us.  
CW: Thank for you for the gift.  
COCA: And – that's it. No, it's not a gift. The gift is –  
CW: [laughs]  
COCA: -- what you have done for me.  
CW: [laughs]  
COCA: Uh-huh. What you have done for me because, really, uh – I wanted to have all of that in the clear already. Uh – to pay all that and – and, to be on the side of the law. To be legal in everything.  
CW: Yes. All of that. We'll talk later.  
COCA: Now, give me the receipt for the check.  
CW: Yes.  
COCA: Then, the only thing the lawyer has to do is –  
CW: I'm going to give you the receipt, and it says the obligations already are, you know –  
COCA: Eliminated.  
CW: Eliminated.  
COCA: And that the fine was lowered to –  
CW: Yeah. I'm going to leave you –  
COCA: Ah, it wasn't lowered; the fine is – I paid you the fine, right?  
CW: Right. Yeah.  
COCA: You didn't lower anything for me. What you lowered were the char – the late charges.  
CW: The late charges.  
COCA: I know.

16. On or about April 28, 2014, COCA and CW met in person at the offices of Company 1. The meeting was audio and video recorded. During this meeting, COCA received from CW a receipt for the \$5,000 fine that COCA paid with respect to the fire code violations on Building 2 that had been arrived at in exchange for COCA's \$5,000 cash payment to CW.