MJM/USAO#2009R00921

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA	:	Hon. (JLL)
	:	
	:	Crim. No. 09-932
v.	:	
	:	18 U.S.C. §§ 666(a)(1)(B),
	:	666(a)(2); 981(a)(1)(c),
ANTHONY R. SUAREZ and	:	982(a)(1); 1951(a),
VINCENT TABBACHINO	:	1956(a)(3); and § 2;
	:	and 28 U.S.C. § 2461

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:

COUNT ONE
Conspiracy to Obstruct Commerce
by Extortion Under Color of Official Right

1. At all times relevant to Count One of this Indictment, defendant ANTHONY R. SUAREZ served as the Mayor of the Borough of Ridgefield, a municipality in Bergen County, New Jersey. Defendant SUAREZ first was elected Mayor of Ridgefield in or about 2003 and was subsequently reelected in 2007. Defendant SUAREZ also served as a member of the Planning Board in Ridgefield. As the Mayor, defendant SUAREZ was in a position to influence, and did influence, matters relating to real estate development in Ridgefield. In or about June 2009, defendant SUAREZ established a legal defense fund (the "Defense Fund") to

defray personal costs incurred by defendant SUAREZ in conjunction with civil litigation in which he was a party.

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

A. Defendant VINCENT TABBACHINO was the proprietor of a tax preparation business, Tabbachino Associates, located in Guttenberg, New Jersey and was a friend and associate of defendant SUAREZ. In conjunction with his business, defendant TABBACHINO maintained and controlled a business bank account for Tabbachino Associates.

B. There was an individual cooperating with federal law enforcement authorities (the "CW") who held himself out to be a real estate developer interested in development in the greater Hudson/Bergen County, New Jersey area, to include Ridgefield. The CW represented that the CW did business in numerous states, including New York and New Jersey, and paid for goods and services in interstate commerce.

C. During in or about 2008, defendant TABBACHINO was introduced to the CW and informed (I) that the CW was a real estate developer who sought to be introduced by defendant TABBACHINO and others to public officials in the Hudson/Bergen County area who would be willing to assist the CW with various commercial and residential projects; and (ii) that the CW was willing to give these officials payments in exchange for expediting the CW's projects and providing official assistance to

the CW. On or about March 25, 2009, defendant VINCENT TABBACHINO introduced defendant SUAREZ to the CW at which time defendant SUAREZ was informed that the CW was a developer interested in building residential projects in Ridgefield.

3. From in or about April 2009 to in or about July 2009, in Bergen County, in the District of New Jersey, and elsewhere, defendants

ANTHONY R. SUAREZ
and
VINCENT TABBACHINO

did knowingly and willfully conspire and agree with each other to obstruct, delay and affect interstate commerce by extortion under color of official right - that is, by obtaining a corrupt payment from the CW, with the CW's consent, in exchange for defendant SUAREZ's official assistance, action and influence in Borough of Ridgefield government matters.

4. The object of the conspiracy was for defendants SUAREZ and TABBACHINO to accept and agree to accept a concealed corrupt payment from the CW in exchange for defendant SUAREZ's official assistance, action and influence in Borough of Ridgefield government matters as specific opportunities arose.

5. It was part of the conspiracy that defendant SUAREZ ultimately accepted from the CW, through defendant TABBACHINO, a corrupt payment totaling $2,500 which defendant SUAREZ agreed to have deposited into the Defense Fund.

6. It was further a part of the conspiracy that to fund the $2,500 payment to defendant SUAREZ, defendant TABBACHINO accepted from the CW a cash payment totaling $10,000 for the ultimate benefit of defendant SUAREZ, with defendant SUAREZ'S knowledge, from which defendant TABBACHINO wrote a check drawn upon the bank account of Tabbachino Associates in the amount of $2,500 made payable to the Defense Fund in an effort to disguise the origin of the payment being provided to defendant SUAREZ.

7. To further the conspiracy, defendant SUAREZ and defendant TABBACHINO conducted the following activity:

a. On or about May 14, 2009, defendant TABBACHINO spoke to the CW by telephone at which time he informed the CW that he had recently spoken to defendant SUAREZ to whom defendant TABBACHINO had introduced the CW several weeks earlier. Defendant TABBACHINO suggested that the CW purchase $10,000 worth of tickets to a fundraising event for defendant SUAREZ, instead of simply providing defendant SUAREZ $10,000 in cash.

b. On or about May 18, 2009, defendants SUAREZ and TABBACHINO met the CW at a restaurant in Fairview, New Jersey. During the meeting, defendant SUAREZ discussed two properties in Ridgefield which he believed might be of interest to the CW, and indicated that another party was potentially interested in purchasing one of them. Defendant TABBACHINO informed the CW that "I was just talking to [defendant SUAREZ]. He says he'll

try to help us whatever ways we need," and defendant SUAREZ informed the CW that "I, I'd really like to develop the area." Defendant SUAREZ then was informed by the CW that the CW wanted to "make sure I got someone in there that, you know, can help me expedite, uh, you, know, with my approvals. That's all. And, you know, I wanna make sure I got a friend that will support my stuff." Subsequently, the CW inquired of defendant TABBACHINO whether defendant TABBACHINO had told "the Mayor how we gonna do business now?" Defendant TABBACHINO responded, in defendant SUAREZ's presence, "[y]eah. He understands everything. I told him I would take care of whatever had to be done. And I told him that we'd help him out with his, his campaign." The CW responded, "[y]eah, do whatever you want. Just don't put my name on anything," at which time defendant SUAREZ smiled and nodded in the affirmative. Defendant TABBACHINO then informed the CW that "I said whatever way [defendant SUAREZ] wants it, that's the way I'll be glad to do it." The CW subsequently explained to defendant TABBACHINO that "well, I have ten thousand cash," and told defendant TABBACHINO that the CW would provide the "ten [thousand] now, and then we'll do another ten later." Defendant TABBACHINO then indicated that he might provide a check to defendant SUAREZ to cover a portion of the $10,000, and provide the remaining total to defendant SUAREZ in cash. The CW further told defendant TABBACHINO to provide defendant SUAREZ with the

cash "[a]s long as he wants it. He doesn't want it, that's also fine."

c. Later, as defendants SUAREZ and TABBACHINO began to leave the restaurant, defendant SUAREZ was informed by the CW that the CW would give defendant TABBACHINO "ten thousand cash." Defendant SUAREZ then assured the CW that the money would be directed to "an account where it doesn't have to go to ELEC," a reference to the New Jersey Election Law Enforcement Commission ("ELEC"), the state government agency to which public officials and candidates must report campaign contributions. Defendant SUAREZ further assured the CW that he would not list the CW's name on anything associated with the payment. The CW then added "just make sure you expedite my stuff, my applic--, you know, if I have zoning, just make sure you have my back covered for me. That's all I ask." Referring to the payment, the CW indicated that "I'll do it with [defendant TABBACHINO]," and added "it'll be more and more as we build our relationship." Defendant TABBACHINO and the CW then walked to the CW's car at which time defendant TABBACHINO received an envelope containing $10,000 in cash from the CW for the ultimate benefit of defendant SUAREZ.

d. On or about May 18, 2009, a short time later, defendant TABBACHINO spoke with the CW over the telephone, at which time defendant TABBACHINO informed the CW that "I gave [defendant SUAREZ] a check," for $10,000 drawn upon the account

of Tabbachino Associates. Defendant TABBACHINO also informed the CW that the check had been made out to a "legal fund." To conceal the origin and purpose of this payment, defendant TABBACHINO further indicated that defendant TABBACHINO could point to defendant TABBACHINO's close relationship with defendant SUAREZ's father as an explanation for why defendant TABBACHINO had contributed a $10,000 check to the Defense Fund. The CW then asked defendant TABBACHINO whether defendant SUAREZ would "help me with my--get my stuff expedited," prompting defendant TABBACHINO to reply "yes, yes," and to add that defendant SUAREZ had said that "there'll be no bottom of the pile for [the CW]. It'll always be on top."

e. On or about May 27, 2009, defendants SUAREZ and TABBACHINO met the CW at a restaurant in Fairview, New Jersey, at which time defendant TABBACHINO told the CW that "[w]hat [defendant SUAREZ] was trying to tell you, was he, he says [he'll] do anything he can to try to help us." Defendant SUAREZ was informed by the CW that "anything I do, I'll do it through [defendant TABBACHINO] like we did last time." The CW then asked defendant SUAREZ "[h]e gave you a check, right?" Defendant TABBACHINO interjected "[y]eah," and defendant SUAREZ answered "[y]eah, he did. I, I haven't done anything with that yet." Defendant SUAREZ also confirmed that the check had been made payable to the Defense Fund. Shortly thereafter, the CW

explained to defendant SUAREZ that "I don't, eh, support Democrat or Republican. I'm the green party," prompting defendant TABBACHINO to state "[w]ell, in your business, you can't. You gotta go anywhere." A short time later, defendant SUAREZ assured the CW that "I wanna get these things done," but added that "in terms of projects, I mean, everything gets, you know, weighed on its merits." When the CW indicated that the CW believed that defendant SUAREZ would expedite the CW's projects, defendant SUAREZ stated "I'll do like anyone else. You know, nothing has anything do with anything, you know." After defendant SUAREZ briefly left the table, defendant TABBACHINO informed the CW that defendant SUAREZ "was super scared," and indicated that defendant SUAREZ had previously told defendant TABBACHINO that defendant SUAREZ had to make certain remarks to the CW "just in case [the CW's] wired." The CW then asked defendant TABBACHINO "[d]oes [defendant SUAREZ] understand that he'll expedite my stuff?" Defendant TABBACHINO replied "[y]eah," and defendant TABBACHINO assured the CW that defendant SUAREZ was "just saying that to make himself feel good." The CW added that defendant SUAREZ "has my support, I have his support," to which defendant TABBACHINO replied "[y]eah. No, he understands. He gets scared." Defendant TABBACHINO then indicated that he had informed defendant SUAREZ that he would give him "two five thousand dollar checks" instead of one ten thousand dollar check if it would

"make [defendant SUAREZ] feel better."

f. On or about June 1, 2009, defendant TABBACHINO issued a check drawn upon the bank account of Tabbachino Associates and made payable to the "Mayor Anthony Suarez Defense Fund" in the amount of $2,500. Defendant SUAREZ caused this check to be deposited into the Defense Fund on or about June 29, 2009.

g. On or about June 25, 2009, defendant TABBACHINO placed a telephone call to the CW. During the ensuing conversation, the CW inquired about the status of the payment to defendant SUAREZ, prompting defendant TABBACHINO to reply that "it worked out good because [defendant SUAREZ's] opposition wants to see his donors," a reference to the fact that any checks funded by the CW's cash made payable to the Defense Fund would not be traceable to the CW. Defendant TABBACHINO informed the CW that defendant TABBACHINO had given defendant SUAREZ a $2,500 check to the Defense Fund and was holding the remaining $7,500 in cash. Defendant TABBACHINO explained that defendant SUAREZ "told me to hold off" on the remaining amount and confirmed that defendant SUAREZ was concerned about his political opposition inquiring about the source of donations to the Defense Fund. As to the remaining $7,500 in cash in his possession, to further conceal the origin and purpose of the next contemplated installment of the payment, defendant TABBACHINO informed the CW

that "I'm gonna write an article in the paper saying [defendant SUAREZ is] my nephew, and, you know, I gave him that contribution. . . . I have nothin' to gain, nothin' to lose, and just to show you how much I love him, I'm gonna give him another twenty-five hundred."

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

COUNT TWO
Attempted Extortion Under Color of Official Right

1. Paragraphs 1 to 2 and 7 of Count One of this Indictment are hereby repeated and realleged as if set forth in full herein.

2. From in or about April 2009 to in or about June 2009, in Bergen County, in the District of New Jersey, and elsewhere, defendants

ANTHONY R. SUAREZ
and
VINCENT TABBACHINO

knowingly and willfully did attempt to obstruct, delay and affect interstate commerce, by extortion under color of official right - that is, by directly and indirectly obtaining a corrupt payment from the CW, with the CW's consent, in exchange for defendant SUAREZ's official assistance, action and influence in Borough of Ridgefield government matters.

In violation of Title 18, United States Code, Section 1951(a) and 2.

COUNT THREE
Acceptance of Corrupt Payment

1. Paragraphs 1 to 2 and 7 of Count One of this Indictment are hereby repeated and realleged as if set forth in full herein.

2. At all times relevant to Count Three of this Indictment, the Borough of Ridgefield received in excess of $10,000 in federal funds during a one-year period.

3. From in or about April 2009 to in or about June 2009, in Bergen County, in the District of New Jersey, and elsewhere, defendant

ANTHONY R. SUAREZ

knowingly, willfully and corruptly did accept and agree to accept a thing of value, namely, a corrupt payment from the CW, intending for defendant SUAREZ to be influenced and rewarded in connection with a business, transaction, and series of transactions of the Borough of Ridgefield, 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.

COUNT FOUR
Giving and Offering of Corrupt Payment

1. Paragraphs 1 to 2 and 7 of Count One and paragraph 2 of Count Three of this Indictment are hereby repeated and realleged as if set forth in full herein.

2. From in or about April 2009 to in or about June 2009, in Bergen County, in the District of New Jersey, and elsewhere, defendant

VINCENT TABBACHINO

knowingly, willfully and corruptly did give, offer and agree to give a thing of value, namely, a corrupt payment from the CW, intending to influence and reward Anthony R. Suarez, the Mayor of Ridgefield, in connection with a business, transaction, and series of transactions of the Borough of Ridgefield, involving things of value of $5,000 and more.

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

COUNT FIVE TO SEVEN
Money Laundering

1. Paragraphs 2(A) and (B) of Count One of this Indictment are hereby repeated and realleged as if set forth in full herein.

$50,000 TRANSACTION

2. On or about February 4, 2009, defendant TABBACHINO met the CW at a restaurant in Guttenberg, New Jersey. During the meeting, defendant TABBACHINO was advised by the CW that the CW had a bank check for $50,000 that the CW represented to be "profits" from the CW's "handbag business" which involved "label swapping," a reference to the counterfeit nature of the items that the CW purported to be selling. Defendant TABBACHINO directed that the CW make the check payable to "Tabbachino Associates" so that the check would appear to be a "business check." Defendant TABBACHINO agreed to "deposit" the check after which he would give the CW "back 45 [thousand dollars]," thus retaining a $5,000 commission for defendant TABBACHINO's services in laundering these funds.

3. On or about February 12, 2009, defendant TABBACHINO met the CW at a restaurant in Guttenberg, New Jersey at which time defendant TABBACHINO confirmed that he would launder $50,000 in illicit proceeds for the CW. Defendant TABBACHINO accepted a $50,000 bank check from the CW represented by the CW to be proceeds from the CW's "handbag business." Defendant TABBACHINO

stated that he appreciated that the CW needed to "get rid of some cash," and informed the CW that he would deposit the check "in the bank." Defendant TABBACHINO agreed to return $45,000 in cash, and described the $5,000 fee that he would retain as "fabulous." On or about February 17, 2009, defendant TABBACHINO caused the $50,000 bank check to be deposited into the account of Tabbachino Associates at a bank based in Hudson County, New Jersey.

4. On or about February 19, 2009, defendant TABBACHINO met the CW at a restaurant in Union City, New Jersey at which time defendant TABBACHINO provided the CW with $3,000 in cash in a bank envelope as a partial return of the $45,000 that defendant TABBACHINO owed the CW as a result of the transaction on February 12, 2009. Defendant TABBACHINO indicated that he would withdraw the cash to pay the CW in increments so that the bank would not file any reports about the financial activity, and that he would shortly withdraw an additional $5,000 to $10,000. Defendant TABBACHINO informed the CW that he would tell the bank that the cash withdrawals were in connection with the sale of defendant TABBACHINO's relative's house.

5. On or about February 24, 2009, defendant TABBACHINO met the CW at defendant TABBACHINO's office in Guttenberg, New Jersey. Defendant TABBACHINO provided the CW with an additional $10,000 in cash as part of the February 12, 2009 transaction.

6. On or about March 5, 2009, defendant TABBACHINO met the CW at defendant TABBACHINO's office in Guttenberg, New Jersey at which time defendant TABBACHINO provided the CW with $24,000 in cash as part of the February 12, 2009 transaction. Defendant TABBACHINO acknowledged that he owed the CW "eight [thousand] more" to complete the transaction which had begun on February 12, 2009. During the conversation, the CW and defendant TABBACHINO discussed the CW's "knock off" bag business, and the CW noted that "those bags, the real ones are for two, three thousand dollars. I sell for two hundred." Defendant TABBACHINO was further informed by the CW that the bags the CW sold "look better than the real, the real McCoy," and that the CW's "counterfeit looks better than anybody."

7. On or about March 11, 2009, defendant TABBACHINO met the CW at defendant TABBACHINO's office in Guttenberg, New Jersey. Defendant TABBACHINO provided the CW with the remaining $8,000 in a bank envelope to complete the February 12, 2009 transaction. Defendant TABBACHINO acknowledged that he had structured the withdrawals of the cash such that the bank produced "no forms." Defendant TABBACHINO also inquired whether the CW wanted to conduct another $25,000 money laundering transaction, and indicated that he would be able to provide the cash to the CW more quickly.

$25,000 TRANSACTION

8. On or about April 29, 2009, defendant TABBACHINO spoke with the CW by telephone and agreed to launder additional proceeds for the CW. Defendant TABBACHINO also agreed to provide the CW with the cash in advance of receiving the CW's check. Later that day, at a restaurant in Fairview, New Jersey, defendant TABBACHINO provided the CW with approximately $22,750 in cash in bank envelopes in furtherance of the money laundering transaction. Defendant TABBACHINO indicated that it would be "no problem," if the CW provided the check in "two weeks" or "three weeks."

9. On or about May 7, 2009, the CW met with a relative of defendant TABBACHINO at defendant TABBACHINO's office in Fairview, New Jersey. The CW provided this individual with a check for $25,000 made payable to Tabbachino Associates to complete the April 29, 2009 transaction. On or about May 7, 2009, defendant TABBACHINO caused this $25,000 bank check to be deposited into the Tabbachino Associates bank account at a bank based in Hudson County, New Jersey.

$25,000 TRANSACTION

10. On or about May 26, 2009, during a telephone conversation between defendant TABBACHINO and the CW, defendant TABBACHINO agreed to launder additional proceeds for the CW. Defendant TABBACHINO indicated that a transaction for "twenty-

five [thousand]" would be "fine," and indicated that the check from the CW should be made payable to Tabbachino Associates.

11. On or about May 27, 2009, defendant TABBACHINO met with the CW at a restaurant in Fairview, New Jersey. During the meeting, defendant TABBACHINO indicated that the cash for the transaction arranged the previous day was "in my inside pocket." At the conclusion of the meeting, defendant TABBACHINO provided the CW with several bank envelopes, indicating that they contained "twenty-two-five," a reference to the $22,500 in cash contained within. Defendant TABBACHINO was informed by the CW that "I'll bring you a check for the twenty-five [thousand]," which the CW confirmed was from the "profits" from "my knock off handbag business."

12. On or about June 2, 2009, at defendant TABBACHINO's office in Guttenberg, New Jersey, defendant TABBACHINO accepted a $25,000 check from the CW made payable to Tabbachino Associates, completing the transaction from May 27, 2009. Defendant TABBACHINO was informed that the check represented "profits" from the CW's "knock off bag business." On or about June 2, 2009, defendant TABBACHINO caused this $25,000 bank check to be deposited into the Tabbachino Associates bank account at a bank based in Hudson County, New Jersey.

13. On or about the dates set forth below, in Hudson and Bergen Counties, in the District of New Jersey, and elsewhere,

defendant

VINCENT TABBACHINO

knowingly and willfully conducted and attempted to conduct financial transactions as set forth below involving property represented by a person acting at the direction of federal law enforcement authorities to be the proceeds of specified unlawful activity, specifically, the trafficking in counterfeit goods, contrary to Title 18, United States Code, Section 2320, with the intent to conceal and disguise the nature, location, source, ownership, and control of the property believed to be proceeds of specified unlawful activity:

COUNT	**DATE**	**AMOUNT OF TRANSACTION**
FIVE	On or about February 4, 2009 to on or about March 11, 2009	$50,000
SIX	On or about March 11, 2009 to on or about May 7, 2009	$25,000
SEVEN	On or about May 26, 2009 to on or about June 2, 2009	$25,000

In violation of Title 18, United States Code, Section 1956(a)(3).

First Forfeiture Allegation

As a result of committing the aforementioned offenses in violation of Title 18, United States Code, Sections 666(a)(1)(B), 666(a)(2) and 1951(a), as alleged in Counts One to Four of the Indictment, defendant ANTHONY R. SUAREZ and defendant VINCENT TABBACHINO shall forfeit to the United States pursuant to 18 U.S.C. § 981(a)(1)(c) and 28 U.S.C. § 2641, all property, real and personal, that constitutes or is derived from proceeds traceable to the commission of the offenses, including but not limited to, approximately $10,000 in United States currency, in that such sum constitutes or is derived, directly or indirectly, from proceeds traceable to the commission of the offenses of bribery of a local government official and conspiracy and attempt to obstruct commerce by extortion under color of official right. If more than one defendant is convicted of an offense, the defendants so convicted are jointly and severally liable for the amount subject to forfeiture under this paragraph.

If any of the above-described forfeitable property, as a result of any act or omission of defendant ANTHONY R. SUAREZ or defendant VINCENT TABBACHINO:

(1) cannot be located upon the exercise of due diligence;

(2) has been transferred or sold to, 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 ANTHONY R. SUAREZ and defendant VINCENT TABBACHINO up to the value of the above forfeitable property.

In violation of Title 18, United States Code, Section 981(a)(1)(c) and Title 28, United States Code, Section 2461.

Second Forfeiture Allegation

As a result of committing the aforementioned offenses in violation of Title 18, United States Code, Section 1956(a)(3), as alleged in Counts Five to Seven of the Indictment, defendant VINCENT TABBACHINO shall forfeit to the United States pursuant to 18 U.S.C. § 982(a)(1), all property, real and personal, that was involved in such offense or that was traceable to such property, including but not limited to, approximately $100,000 in United States currency, in that such property was involved in such offense, or traceable to such property.

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

(1) cannot be located upon the exercise of due diligence;

(2) has been transferred or sold to, 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 18 U.S.C. § 982(b), to seek forfeiture of any other property of defendant VINCENT TABBACHINO up to the value of the above forfeitable property.

In violation of Title 18, United States Code, Section 982(a)(1).

A

FOREPERSON

PAUL J. FISHMAN
United States Attorney

CASE NUMBER: _____

United States District Court
District of New Jersey

UNITED STATES OF AMERICA

v.

ANTHONY R. SUAREZ
and
VINCENT TABBACHINO

INDICTMENT FOR

18 U.S.C. §§ 666(a)(1)(B), 666(a)(2), 981(a)(1)(C), 982(a)(1), 1951(a), 1956(a)(3); and § 2; 28 U.S.C. § 2461

A True Bill

Foreperson

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