

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA : Hon.
:
v. : Crim. No.
:
: 18 U.S.C. §§ 371 & 981(a)(1)(C);
JUAN ROMANIELLO : 26 U.S.C. § 7206(1) & 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:

COUNT 1

(Conspiracy to Commit Fraud and Accept Corrupt Payments)

DEFENDANT, ENTITIES AND BACKGROUND

1. Defendant JUAN ROMANIELLO was a police officer with the Police Department of Jersey City, New Jersey, from in or about November 1988 to in or about October 2015. From in or about December 2004 to in or about December 2014, JUAN ROMANIELLO was the "pick coordinator" for Jersey City's North District. In his official capacity as the pick coordinator, JUAN ROMANIELLO's duties and responsibilities included assigning off-duty police officers to projects requiring such officers in Jersey City's North District.

2. At all times relevant to Count 1 of this Information:

A. The Jersey City Police Department was a department of Jersey City. Jersey City received benefits in excess of \$10,000

in each of the calendar years 2009, 2010, 2011, 2012, 2013, and 2014 under federal programs involving grants, contracts, subsidies, loans guarantees, insurance and other forms of federal assistance, within the meaning of Title 18, United States Code, Sections 666(b) and 666(d)(5).

B. Jersey City had a policy regarding the use of off-duty police officers for the convenience of such persons and entities who sought to utilize the services of off-duty Jersey City police officers and to authorize such off-duty employment. The terms of that policy were set forth in Section 3-85.1 of the Jersey City Municipal Code.

C. According to Section 3-85.1, Jersey City police officers were permitted to accept police-related employment from private employers, who were separate and independent from the Jersey City government, only during off-duty hours and at such times that would not interfere with the efficient performance of regularly scheduled or emergency police duty. Prospective employers had to (1) obtain written approval from the Off-Duty Employment Intake Manager at the Jersey City Public Safety Department to hire officers for off-duty work and (2) upon such approval, deposit an estimated amount of funds covering the officers' off-duty work compensation into an off-duty employment trust account established by Jersey City. According to Section 3-85.1, such account was administered by the

Off-Duty Billing Coordinator at the Jersey City Public Safety Department who then submitted a written report about the account to the Jersey City Director of Public Safety every ninety (90) days. Payments for off-duty work performed were made to police officers from this account, with all appropriate tax and other deductions being withheld from those payments. The amount of payments from a private employer into the trust account depended on a number of factors, including the amount of hours worked and the type of work performed (ranging from approximately \$25 an hour for work with retail establishments to approximately \$120 an hour for work on events occurring on Sunday or holiday evenings). Moreover, Jersey City imposed an additional fee of between \$5 and \$8 per officer per hour to cover administrative costs, overhead and out-of-pocket expenses. Section 3-85.1 specifically provided that "[n]o off-duty personnel shall be paid directly by any employer for requested services, nor provide services for more hours than specified in the [employer's] request for services."

D. Contractors and utility companies were among the employers who utilized the services of off-duty police officers. Generally, when contractors or utility companies needed to perform work which could obstruct the flow of vehicular or pedestrian traffic, they had to obtain a traffic permit from Jersey City - Department of Business Administration, Division of Traffic

Engineering. That permit directed the applicant to call the pick coordinator, who would then designate an off-duty police officer for the assignment. Failure to hire an off-duty police officer, when there was a need for one, could lead to fines being imposed on the permit applicant for violating Jersey City ordinances and state traffic laws. In addition, the applicant could be ordered to cease all work until the contractor was in compliance with the terms of the permit.

E. Jersey City relied on a voucher system in order to process payments for those police officers who performed off-duty employment. The voucher was entitled, "Jersey City Police Office of Off-Duty Employment Officer Pay Voucher." The police officer requesting payment for off-duty employment had to complete a section of the voucher that required information, including the officer's name, rank, social security number, total hours worked, date and times that the off-duty employment was performed, and the officer's signature. The off-duty employer had to fill out another section describing the work that it performed and the location of the worksite. A third section of the voucher, which contained payment and other information, had to be completed by the pick coordinator. Once the voucher was completed, the police officer seeking payment for off-duty employment would give the voucher (and sometimes checks and money orders payable to Jersey City from the individual or entity

requesting the off-duty work) to the pick coordinator. The pick coordinator then would cause the vouchers and accompanying payments, if any, to be delivered to the Office of Off-Duty Employment at the Jersey City Police Department. The Office of Off-Duty Employment would record the transaction, collect the fees for Jersey City and pay the police officer who performed the off-duty work.

THE CONSPIRACY

3. From at least on or about January 2, 2009 to on or about November 17, 2014, in Hudson County, in the District of New Jersey and elsewhere, defendant

JUAN ROMANIELLO

did knowingly and intentionally conspire and agree with others (a) to embezzle, steal, obtain by fraud, misapply, and without authority convert to the use of persons other than the rightful owner \$5,000 and more owned by, and under the care, custody and control of Jersey City and its police department, and (b) to corruptly solicit, demand, accept, and agree to accept things of value of \$5,000 and more, namely money in the form of cash, checks and money orders, intending to be influenced and rewarded for permitting off-duty employers in Jersey City to operate at worksites without the presence of a police officer when such police presence was required and to otherwise violate Jersey City's Municipal Code which required that off-duty police

officers be engaged and paid through Jersey City, contrary to Title 18, United States Code, Section 666.

Object of the Conspiracy

4. The object of the conspiracy was for defendant JUAN ROMANIELLO and other police officers to accept corrupt and fraudulent payments directly and indirectly from off-duty employers in exchange for (a) permitting these off-duty employers to operate at construction worksites without the presence of an off-duty police officer when one was required, (b) permitting the off-duty employers to pay JUAN ROMANIELLO and other police officers directly and to not pay Jersey City money due and owing to Jersey City in connection with its administration of the off-duty employment program, and (c) otherwise violating the Jersey City Municipal Code.

Manner and Means

5. It was part of the conspiracy that:

A. JUAN ROMANIELLO, in his official capacity as the pick coordinator for Jersey City's North District, told off-duty employers to call him when they required an off-duty police officer at worksites, all understanding that they would cut Jersey City out of the process of (i) assigning off-duty police officers, (ii) obtaining payment for off-duty officers and (iii) otherwise administering the off-duty employment program.

B. JUAN ROMANIELLO frequently authorized off-duty employers to perform work at worksites without the presence of an off-duty police officer when the presence of such police officer was otherwise required.

C. In exchange, JUAN ROMANIELLO collected payments of over \$230,000 directly from off-duty employers in the form of cash, and checks and money orders payable to him, rather than to Jersey City. At times, JUAN ROMANIELLO solicited and accepted the full payments that the off-duty employers would have had to pay Jersey City had they followed proper protocol, but, at other times, JUAN ROMANIELLO gave the off-duty employers a discount. On most occasions, JUAN ROMANIELLO kept the payments himself. On other occasions, JUAN ROMANIELLO assigned other police officers to off-duty details knowing that they, too, would receive payments directly from contractors in exchange for their official duties and that at least one of the police officers would sometimes share illegal proceeds with JUAN ROMANIELLO. Through these actions, JUAN ROMANIELLO and his co-conspirators deliberately disregarded Section 3-85.1 and deprived Jersey City of money that it would have received had JUAN ROMANIELLO and others appropriately carried out their duties.

D. JUAN ROMANIELLO kept portions of the cash proceeds of this corrupt and fraudulent activity at his home.

Overt Acts

6. In furtherance of the conspiracy and to effect the illegal object thereof, JUAN ROMANIELLO and others committed and caused to be committed the following overt acts, among others, in the District of New Jersey and elsewhere:

A. From at least in or about January 2009 to at least in or about November 2014, on numerous occasions, JUAN ROMANIELLO cashed or otherwise negotiated checks or money orders from off-duty employers at New Jersey banks, thus diverting money from Jersey City, in exchange for his official assistance and for the violation of his official duties, including the following:

Calendar Year 2009

Overt Act No.	Date	Amount	Check/Money Order	Financial Institution
1.	11/05/09	\$1,000.00	Check	Sovereign Bank
2.	12/04/09	\$1,050.00	Check	Sovereign Bank

Calendar Year 2010

Overt Act No.	Date	Amount	Check/Money Order	Financial Institution
3.	03/15/10	\$1,365.00	Check	Sovereign Bank
4.	10/07/10	\$1,120.00	Check	Sovereign Bank
5.	11/24/10	\$3,000.00	Check	Sovereign Bank

Calendar Year 2011

Overt Act No.	Date	Amount	Check/Money Order	Financial Institution
6.	05/16/11	\$1,385.50	Check	Sovereign Bank
7.	06/20/11	\$2,400.00	Check	Sovereign Bank
8.	07/07/11	\$1,050.00	Check	Sovereign Bank
9.	07/22/11	\$1,000.00	Check	Sovereign Bank
10.	07/25/11	\$1,000.00	Check	TD Bank

11.	10/20/11	\$1,000.00	Check	Sovereign Bank
12.	12/05/11	\$1,000.00	Check	Sovereign Bank
13.	12/19/11	\$1,000.00	Check	Sovereign Bank

Calendar Year 2012

Overt Act No.	Date	Amount	Check/Money Order	Financial Institution
14.	02/29/12	\$1,000.00	Check	Sovereign Bank
15.	03/30/12	\$1,400.00	Check	Sovereign Bank
16.	05/07/12	\$1,470.00	Check	Sovereign Bank
17.	05/14/12	\$1,290.00	Check	Sovereign Bank
18.	05/21/12	\$1,095.00	Check	Sovereign Bank
19.	06/11/12	\$1,290.00	Check	Sovereign Bank
20.	06/11/12	\$1,830.00	Check	Sovereign Bank
21.	07/12/12	\$1,240.00	Check	Sovereign Bank
22.	07/19/12	\$1,200.00	Check	Sovereign Bank
23.	07/27/12	\$1,100.00	Check	Sovereign Bank
24.	08/03/12	\$1,300.00	Check	Sovereign Bank
25.	08/09/12	\$1,300.00	Check	Sovereign Bank
26.	08/09/12	\$1,200.00	Check	Sovereign Bank
27.	08/31/12	\$1,200.00	Check	Sovereign Bank
28.	10/02/12	\$1,500.00	Check	Sovereign Bank
29.	10/09/12	\$1,500.00	Check	Sovereign Bank
30.	10/17/12	\$1,000.00	Check	Sovereign Bank
31.	11/19/12	\$2,500.00	Check	Sovereign Bank

Calendar Year 2013

Overt Act No.	Date	Amount	Check/Money Order	Financial Institution
32.	02/07/13	\$1,200.00	Check	Sovereign Bank
33.	03/05/13	\$1,400.00	Check	Sovereign Bank
34.	03/18/13	\$1,400.00	Check	Sovereign Bank
35.	03/26/13	\$1,000.00	Check	TD Bank
36.	03/29/13	\$1,400.00	Check	Sovereign Bank
37.	04/16/13	\$1,200.00	Check	Sovereign Bank
38.	04/26/13	\$2,800.00	Check	Sovereign Bank
39.	05/07/13	\$1,100.00	Check	Sovereign Bank
40.	06/24/13	\$3,200.00	Check	Sovereign Bank
41.	07/24/13	\$2,800.00	Check	Sovereign Bank
42.	08/21/13	\$2,400.00	Check	Sovereign Bank
43.	09/11/13	\$1,315.00	Check	Sovereign Bank
44.	09/20/13	\$1,200.00	Check	Sovereign Bank

45.	10/01/13	\$4,000.00	Check	Sovereign Bank
46.	10/25/13	\$1,037.97	Check	Sovereign Bank
47.	10/18/13	\$1,000.00	Check	Sovereign Bank
48.	10/25/13	\$1,000.00	Check	Sovereign Bank
49.	11/12/13	\$2,000.00	Check	TD Bank
50.	11/22/13	\$1,000.00	Check	Sovereign Bank
51.	11/25/13	\$1,600.00	Check	Sovereign Bank
52.	12/12/13	\$1,000.00	Check	Sovereign Bank

Calendar Year 2014

Overt Act No.	Date	Amount	Check/Money Order	Financial Institution
53.	01/30/14	\$2,200.00	Check	Sovereign Bank
54.	02/27/14	\$1,200.00	Check	Sovereign Bank
55.	04/08/14	\$1,675.00	Check	Sovereign Bank
56.	06/04/14	\$1,392.00	Check	Sovereign Bank
57.	07/03/14	\$1,500.00	Check	Sovereign Bank
58.	07/21/14	\$2,000.00	Check	Sovereign Bank
59.	08/25/14	\$1,300.00	Check	Sovereign Bank

B. In or about May 2013, in Jersey City, JUAN ROMANIELLO received a \$440 cash payment from an excavating company/off-duty employer in exchange for JUAN ROMANIELLO violating his official duty under the Jersey City Municipal Code to ensure that such off-duty payments were made in compliance with the Jersey City Municipal Code and other policies and procedures.

C. In or about August 2013, in Jersey City, JUAN ROMANIELLO accepted a \$400 cash payment from a contractor/off-duty employer in exchange for JUAN ROMANIELLO violating his official duty under the Jersey City Municipal Code to ensure that such off-duty payments were made in compliance with the Jersey City Municipal Code and other policies and procedures.

D. On or about November 20, 2014, in Morris County, New Jersey, Juan Romaniello secreted well over \$250,000 in cash at his residence, a substantial portion of which were monies obtained through this corrupt and fraudulent activity.

In violation of Title 18, United States Code, Section 371.

COUNTS 2 to 6
(Making and Subscribing False Returns)

1. Paragraphs 1 and 2 and 4 to 6 of Count 1 of this Information are realleged and incorporated by reference herein.

2. The Internal Revenue Service ("the IRS") was an agency of the United States of America within the Department of the Treasury that administered the revenue laws of the United States of America and, among other responsibilities, assessed and collected federal income taxes.

3. The Internal Revenue Code required JUAN ROMANIELLO to file true and correct annual individual tax returns on IRS Form 1040 for tax years 2009 through 2013.

4. For the tax years 2009 through 2013, JUAN ROMANIELLO solicited and accepted approximately \$201,339.67 of corrupt and fraudulent payments from off-duty employers in the form of cash, checks and money orders without authorization from Jersey City.

5. JUAN ROMANIELLO signed under penalty of perjury, filed, and caused to be filed with the IRS, individual income tax returns (IRS Forms 1040) for tax years 2009 through 2013. Each of those returns was not true and correct as to every material matter because JUAN ROMANIELLO knowingly and intentionally did not report the \$201,339.67 which he illegally solicited and accepted from off-duty employers.

6. On or about the dates set forth below, in Morris County, in the District of New Jersey, and elsewhere, defendant

JUAN ROMANIELLO

did knowingly and willfully make and subscribe United States Individual Income Tax Returns, Forms 1040, for the tax years set forth below, which he did not believe to be true and correct as to every material matter in that they failed to report a substantial amount of income as set forth herein:

Counts	Filing Date	Tax Year	Unreported Income	Tax Due and Owing
Count 2	3/11/2010	2009	\$13,147.50	\$6,055
Count 3	3/10/2011	2010	\$32,357.50	\$14,435
Count 4	3/08/2012	2011	\$29,673.10	\$13,970
Count 5	3/08/2013	2012	\$61,781.00	\$26,338
Count 6	3/10/2014	2013	\$64,380.57	\$29,164

In violation of Title 26, United States Code, Section 7206(1), and Title 18, United States Code, Section 2.

FORFEITURE ALLEGATION

1. The allegations contained in Count 1 of this Information are hereby realleged and incorporated by reference for the purpose of noticing forfeiture pursuant to Title 18, United States Code, Section 981(a)(1)(c) and Title 28, United States Code, Section 2461(c).

2. Upon conviction of the offense of conspiracy to commit bribery and fraud, contrary to Title 18, United States Code, Section 666, in violation of Title 18, United States Code, Section 371, as charged in this Information, defendant

JUAN ROMANIELLO

shall forfeit to the United States of America, pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), any and all property, real or personal, that constituted and was derived from proceeds traceable to the above violation, and all property traceable thereto, including, but not limited to: a sum of money equal to \$297,429 in United States currency, representing proceeds of the offense charged in this Information, as agreed to by the parties under the terms of a plea agreement dated November 8, 2015.

3. If by any act or omission of JUAN ROMANIELLO, any of the property subject to forfeiture described in paragraph 2 herein:

- a) cannot be located upon the exercise of due diligence;
- b) has been transferred or sold to, or deposited with, a third party;
- c) has been placed beyond the jurisdiction of the court;
- d) has been substantially diminished in value; or
- e) has been commingled with other property which cannot be divided without difficulty;

the United States of America will be entitled to forfeiture of substitute property up to the value of the property described above in paragraph 2, pursuant to Title 21, United States Code, Section 853(p), as incorporated by Title 28, United States Code, Section 2461(c).

Paul J. Fishman/rah

PAUL J. FISHMAN
UNITED STATES ATTORNEY

CASE NUMBER: 16-

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UNITED STATES OF AMERICA

v.

JUAN ROMANIELLO

INFORMATION FOR

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26 U.S.C. § 7206(1) & 28 U.S.C. § 2461

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