

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

UNITED STATES OF AMERICA	:	Hon. Claire C. Cecchi, U.S.D.J.
	:	
v.	:	Crim. No. 26-09 (CCC)
	:	
WILLIAM A. MURRAY	:	18 U.S.C. § 1349

I N F O R M A T I O N

The defendant having waived in open court prosecution by Indictment, the United States charges:

1. At times relevant to this Information:
 - a. Defendant William A. Murray (“MURRAY”) owned Murray Paving and Concrete, LLC (“Murray Paving”), a contracting company that served as a vendor for Hudson County, New Jersey, including for the Hudson County Department of Parks & Community Services (the “Parks Department”) and the Hudson County Department of Roads & Public Property (the “DRPP”). Murray Paving performed various services for the Parks Department and the DRPP, including but not limited to landscape maintenance, paving, and general contracting work.
 - b. Co-Conspirator-1 was employed by Hudson County as the Director of the Parks Department from in or around 2016 until in or around December 2021.
 - c. Consulting Group-1 was a company established in or around January 2022 in the name of Co-Conspirator-1 and another individual. Consulting

Group-1's principal line of business was described as business development and consulting.

d. Co-Conspirator-2 was employed by Hudson County as the Deputy Director of the Parks Department during part of Co-Conspirator-1's tenure as Director and served as Director of the Parks Department from in or around January 2022 through in or around February 2024.

e. Hudson County had an intangible right to the honest services of its officials. As Hudson County officials, Co-Conspirator-1 and Co-Conspirator-2 each owed Hudson County a duty to refrain from seeking, soliciting, demanding, accepting, and agreeing to accept bribes and kickbacks in exchange for action and assistance as officials for Hudson County and for their violations of their official duties in connection with the affairs of Hudson County.

f. A cooperative was a purchasing system utilized by Hudson County in which a local contracting unit (a "Local Contracting Unit") advertised for bids and awarded contracts to vendors that are registered with the Local Contracting Unit. Under a cooperative purchasing agreement, the contract-awarding process for contracts whose value did not exceed \$17,500 was shorter than that of the standard bidding process and required less work by Hudson County.

g. Murray Paving was the Local Contracting Unit's only awarded vendor for repair and maintenance – job order contracting. Thus, when the Parks Department and DRPP used the Local Contracting Unit for work that qualified as "repair and maintenance – job order contracting," the work would be awarded to Murray Paving.

h. During each of their tenures as Parks Department Directors, Co-Conspirator-1 and Co-Conspirator-2 were involved in pricing all Parks Department contracting work; played a significant role in the contracting process relating to the Parks Department; and approved “change orders,” or extra bills submitted by vendors, as well as emergency contracts.

THE OFFENSE

2. From at least in or about 2019 through in or about February 2025, in Hudson County, in the District of New Jersey, and elsewhere, the defendant,

WILLIAM A. MURRAY,

did knowingly and intentionally conspire and agree with Co-Conspirator-1, Co-Conspirator-2, and others to devise and execute a scheme and artifice to defraud Hudson County of its right to the honest services of Co-Conspirator-1, Co-Conspirator-2, and others in the affairs of Hudson County, and to transmit and cause to be transmitted by means of wire, radio, and television communication in interstate and foreign commerce, writings, signs, signals, pictures and sounds for the purpose of executing such scheme and artifice, contrary to Title 18, United States Code, Sections 1343 and 1346.

Object of the Conspiracy

3. It was an object of the conspiracy for MURRAY to pay bribes and kickbacks to Hudson County officials, including Co-Conspirator-1 and Co-Conspirator-2, in exchange for such officials taking official action including approving contracts and/or adding false expenses to contracts or invoices submitted to Hudson County by MURRAY.

Manner and Means of the Conspiracy

4. It was part of the conspiracy that:

a. Since in or around 2018, Murray Paving performed over \$5 million of work for Hudson County. Some of Murray Paving's contracts with Hudson County were awarded pursuant to the standard bidding process but most of Murray Paving's work for Hudson County was pursuant to a series of cooperative purchasing agreements.

b. Beginning in or around 2019, Co-Conspirator-1 —while serving as Parks Director—participated in a bribe and kickback scheme with MURRAY, in which MURRAY paid bribes and kickbacks, directly and indirectly, to Co-Conspirator-1 in exchange for Co-Conspirator-1 taking official action with regard to approving contracts awarded to Murray Paving by Hudson County, and approving invoices which contained fraudulent expenses that were submitted by Murray Paving to Hudson County. As part of this scheme, it was agreed between MURRAY and Co-Conspirator-1 that Co-Conspirator-1 would be paid for select projects Murray Paving was awarded by Hudson County.

c. Co-Conspirator-1's official actions included approving contracts and/or invoices submitted by Murray Paving, and approving contracts and/or invoices that contained false line-item expenses to inflate the payouts Murray Paving received from Hudson County. These inflated payouts were engineered to account for the money due to Co-Conspirator-1 for select projects Hudson County awarded to Murray Paving.

d. In or about 2020, MURRAY gave Co-Conspirator-1 a bag containing between approximately \$60,000 and \$90,000 in cash. This cash payment constituted bribe and kickback payments that were given to Co-Conspirator-1 in exchange for official action he had taken and was anticipated to take to help Murray Paving obtain contracts from Hudson County.

e. Additionally, MURRAY and Co-Conspirator-1 agreed that after Co-Conspirator-1 retired from his employment with Hudson County and purchased a new home, MURRAY, through Murray Paving, would renovate that new home for free. Pursuant to that agreement, MURRAY completed hundreds of thousands of dollars of free renovations for Co-Conspirator-1.

f. In or around February 2022, following Co-Conspirator-1's retirement from his position with Hudson County, MURRAY authorized the issuance of a \$30,000 check (the "February 2022 Check") from an account associated with Murray Paving (the "Murray Paving Account") to Consulting Group-1.

g. In or around April 2022, MURRAY authorized the issuance of a second \$30,000 check (the "April 2022 Check") from the Murray Paving Account to Consulting Group-1.

h. The February 2022 Check and the April 2022 Check were intended to funnel kickbacks from MURRAY and his business, Murray Paving, to Co-Conspirator-1. Consulting Group-1 did not perform any legitimate business for MURRAY, Murray Paving, or anyone else.

i. Beginning in or around 2022, Co-Conspirator-2 —while serving as Parks Director— also participated in a bribe and kickback scheme with

MURRAY, in which MURRAY paid bribes and kickbacks, directly and indirectly, to Co-Conspirator-2 in exchange for Co-Conspirator-2 taking official action with regard to approving contracts awarded to Murray Paving by Hudson County, and approving invoices that were submitted by Murray Paving to Hudson County.

j. In total, the value of bribes and kickbacks paid by MURRAY to Co-Conspirator-1, Co-Conspirator-2, and others was more than \$1,500,000.

k. MURRAY, Co-Conspirator-1, Co-Conspirator-2, and others used various interstate wire transmissions to further and facilitate their scheme, including but not limited to e-mails and text messages, including those set forth below:

i. On or about April 30, 2021, MURRAY exchanged text messages with Murray Paving employees in which MURRAY informed the employees that payment for certain vendors who were involved in the renovations to Co-Conspirator-1's home had to be delivered to Co-Conspirator-1. When an employee stated, "money is of no issue with this," MURRAY responded, "You're right I'll get more envelopes [cash] from the county."

ii. On or about August 2, 2021, Co-Conspirator-1 sent an e-mail to an employee of Murray Paving regarding doors to be installed by Murray Paving or a subcontractor as part of the free home renovations that MURRAY agreed to provide.

iii. On or about November 13, 2021, Co-Conspirator-1 sent an e-mail to an employee of Murray Paving and others regarding lighting to be

installed by Murray Paving or a subcontractor as part of the free home renovations that MURRAY agreed to provide.

iv. On or about January 2, 2022, Co-Conspirator-1 sent an e-mail to an employee of Murray Paving and others regarding lighting and thermostats to be installed by Murray Paving or a subcontractor as part of the free home renovations that MURRAY agreed to provide.

v. On or about May 24, 2022, Co-Conspirator-1 and MURRAY exchanged text messages about renovations at Co-Conspirator-1's new home. MURRAY sent a text message to Co-Conspirator-1 saying, in relevant part, "You have helped me tremendously and I told you I am a man of my word."

In violation of Title 18, United States Code, Section 1349.

FORFEITURE ALLEGATION

1. Upon conviction of the offense charged in this Information, defendant William A. Murray ("MURRAY") shall forfeit to the United States, pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), any property, real or personal, which constitutes or was derived from proceeds traceable to the commission of such offense.

Substitute Assets Provision

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

- 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,

it is the intent of the United States, pursuant to Title 21, United States Code, Section 853(p), as incorporated by Title 28, United States Code, Section 2461(c), to seek forfeiture of any other property of the defendant up to the value of the above-described forfeitable property.

TODD BLANCHE
U.S. Deputy Attorney General

JORDAN FOX¹
Chief of Staff & Associate Deputy
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Special Attorney

Approved:

Ronnell L. Wilson

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/s/ Francesca Liquori

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¹ Chief Judge Brann's decision in *United States v. Naviwala*, No. 24-CR-99, and *United States v. Torres*, No. 24-CR-378 (D.N.J. March 9, 2026), which disqualified Jordan Fox from supervising the U.S. Attorney's Office in those two cases, is stayed pending appeal.

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INFORMATION FOR

18 U.S.C. § 1349

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