

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

UNITED STATES OF AMERICA	:	Crim. No. 18-
	:	
v.	:	18 U.S.C. § 1951(a)
	:	18 U.S.C. § 981(c)
JOSEPH P. MARTINELLI	:	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:

1. During the time period relevant to the Information, unless otherwise indicated:

A. Defendant JOSEPH P. MARTINELLI (“defendant MARTINELLI”) was a resident of Kenil, New Jersey, who controlled Physique, LLC (“Physique”), an entity that owned a property in the Borough of Middlesex, New Jersey (“Middlesex”).

B. Coconspirator Billy A. Donnerstag (“Donnerstag”) was a resident of Hackettstown, New Jersey and a fire inspector for several local municipalities in New Jersey, including Middlesex. Donnerstag also operated Safety Associates Training Network, an entity based in Hackettstown, New Jersey that installed and serviced fire protection systems.

C. There was an individual who owned and operated a real estate development and construction entity that operated in Middlesex and elsewhere (“Individual 1”). Individual 1’s company was involved in the redevelopment of a property in Middlesex and the construction of a series of buildings on that property (the “Construction Project”). Individual 1’s entity operated in and affected interstate commerce.

D. Pursuant to an agreement of sale executed on or about May 29, 2007, defendant MARTINELLI (through Physique) sold to Individual 1 (through an entity that

Individual 1 controlled) a property for the Construction Project for approximately \$2 million, subject to certain adjustments (the “Property”).

E. Subsequent to the agreement of sale and at defendant MARTINELLI’s request, defendant MARTINELLI accepted a series of payments from Individual 1 before Individual 1 was required to make those payments under the terms of the agreement of sale. In exchange for receiving these payments sooner than the defendant MARTINELLI otherwise would have, pursuant to a series of additional written agreements, defendant MARTINELLI agreed to reduce the ultimate sale price of the Property. Consequently, defendant MARTINELLI received several hundred thousand dollars less than what defendant MARTINELLI otherwise would have received several years later pursuant to the agreement of sale.

F. On multiple occasions from at least as early as in or about December 2016 through in or about May 2016, Donnerstag was present at the Construction Project purportedly to conduct fire inspections in his capacity as a fire inspector for Middlesex.

2. From in or about December 2016 to in or about June 2017, in Middlesex County, in the District of New Jersey, and elsewhere, defendant

JOSEPH P. MARTINELLI

knowingly and intentionally conspired and agreed with others, including Donnerstag, to obstruct, delay, and affect commerce and the movement of any article and commodity in commerce by extortion induced by the wrongful use of actual and threatened force, violence, and fear.

3. It was the goal of the conspiracy for defendant MARTINELLI and Donnerstag to obtain money from Individual 1 through the wrongful use of actual and threatened force, violence, and fear.

4. To carry out the conspiracy and to effect its unlawful object, defendant MARTINELLI and Donnerstag engaged in a variety of means and methods including, among others, those described below.

5. From in or about December 2016 to in or about June 2017, defendant MARTINELLI and Donnerstag endeavored to obtain, and obtained, money from Individual 1 using the suggestion of physical harm to Individual 1 should Individual 1 refuse to pay a significant amount of money to defendant MARTINELLI and Donnerstag. Specifically, in a series of telephone and in-person conversations with Individual 1, defendant MARTINELLI and Donnerstag conveyed to Individual 1 that:

A. Donnerstag was in the business of collecting debts;

B. defendant MARTINELLI and Donnerstag wanted Individual 1 to pay defendant MARTINELLI for the stated reason that defendant MARTINELLI had not been paid enough for the sale of the Property, notwithstanding defendant MARTINELLI's prior agreements to reduce the sales price in exchange for earlier payments from Individual 1;

C. Individual 1 would face serious consequences—including “meet[ing]” Donnerstag and that “once he [Donnerstag] starts, he don't stop”—if Individual 1 refused to pay defendant MARTINELLI and Donnerstag; and

D. defendant MARTINELLI and Donnerstag were disinterested in using the legal system to resolve the matter.

6. Defendant MARTINELLI and Donnerstag accepted \$15,000 in cash payments from Individual 1. Both defendant MARTINELLI and Donnerstag told Individual 1 that Donnerstag would receive a percentage of these cash payments from defendant MARTINELLI.

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

FORFEITURE ALLEGATIONS

7. The allegations contained in paragraphs 1 through 6 of this Information are hereby realleged and incorporated by reference for the purpose of noticing forfeiture pursuant to Title 28, United States Code, Section 2461(c).

8. The United States gives notice to defendant MARTINELLI that, upon conviction of the offense charged in this Information, the United States will seek forfeiture, in accordance with Title 28, United States Code, Section 2461(c), and Title 18, United States Code, Section 981(a)(1)(C), of any and all property, real or personal, that constitutes or is derived from proceeds traceable to the violations of Title 18, United States Code, Section 1951(a) alleged in this Information, including, but not limited to, the following: a sum of money equal to at least \$15,000 in United States currency.

9. If by any act or omission of defendant MARTINELLI, any of the property subject to forfeiture described in paragraph 8 above (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 will be entitled to forfeiture of substitute property up to the value of the property described above in paragraph 8, pursuant to Title 21, United States Code, Section 853(p), as incorporated by Title 28, United States Code, Section 2461(c).



CRAIG CARPENITO
UNITED STATES ATTORNEY

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INFORMATION FOR

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18 U.S.C. § 981(a)(1)(C)
28 U.S.C. § 2461

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