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

UNITED STATES OF AMERICA : Hon. Leda Dunn Wettre
v. : Mag. No. 18-8185
ABDUSH SHAHID AHMAD : **CRIMINAL COMPLAINT**


I, Brian J. Conklin, being duly sworn, state the following is true and correct to the best of my knowledge and belief:

SEE ATTACHMENT A

I further state that I am a Special Agent with the United States Federal Bureau of Investigation ("FBI"), and that this Complaint is based on the following facts:

SEE ATTACHMENT B

Continued on the attached page and made a part hereof.



Brian J. Conklin,
Special Agent,
Federal Bureau of Investigation

Sworn to before me
and subscribed in my
presence,
September 19, 2018
at Newark, New Jersey

HONORABLE LEDA DUNN WETTRE
UNITED STATES MAGISTRATE JUDGE



Signature of Judicial Officer

ATTACHMENT A

(Attempted Extortion Under Color of Official Right Affecting Commerce)

From in or about July 2018 through in or about August 2018, in the District of New Jersey, and elsewhere, the defendant

ABDUSH SHAHID AHMAD

did knowingly and willfully attempt to obstruct, delay and affect interstate commerce by extortion under color of official right – that is, obtaining and agreeing to obtain money in exchange for Ahmad's official assistance and in violation of his official duties in matters involving the Essex County Sheriff's Office.

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

ATTACHMENT B

I, Brian J. Conklin, am a Special Agent with the Federal Bureau of Investigation ("FBI"). I have knowledge of the following facts based upon both my investigation and discussions with law enforcement personnel and others. Because this affidavit is being submitted for the sole purpose of establishing probable cause to support the issuance of a complaint, I have not included each and every fact known concerning this matter. Where statements of others are set forth, they are related in substance and in part.

1. At all times relevant to this Complaint:

a. Defendant Abdush Shahid Ahmad ("defendant Ahmad") was a resident of Newark, New Jersey and was employed by the Essex County Sheriff's Office ("ECSO") as a process server of the civil process division.

b. The ECSO was responsible for, among other things, conducting the sale of real property after foreclosure proceedings were initiated by mortgagee plaintiffs. The mortgagee plaintiffs were typically financial institutions based in and outside the State of New Jersey that had provided loans to home owners who were the defendants in these forfeiture proceedings.

c. After a mortgagee plaintiff obtained a writ of execution for the property seizure and sale, the ECSO advertised all properties to be sold by public auction in local newspapers for approximately four weeks prior to the sale. A full list of properties scheduled for sale during upcoming weeks also was available on the ECSO website. The highest bidder at the public sale was deemed the purchaser, and upon final payment of the bid, the purchaser received a Sheriff's Deed regarding the particular property.

d. In or about July 2018, federal law enforcement officers received information regarding defendant Ahmad's corrupt activities related to ECSO matters. From in or about July 2018 through in or about August 2018, a cooperating witness ("CW"), posing as a land developer operating in both New Jersey and New York, and at the direction and under the supervision of law enforcement, met with defendant Ahmad on several occasions to discuss acquiring property in Essex County, New Jersey.

2. On or about July 26, 2018, defendant Ahmad met with CW at a location in Hillside, New Jersey. Law enforcement agents electronically monitored the meeting, and it was audio and video recorded. During the meeting, defendant Ahmad explained to CW that he worked for the ECSO and had access to nonpublic Writs of Execution on properties that were to be seized and auctioned by the ECSO. Defendant Ahmad explained that he would sell to CW private access to the writs for \$100 each. Defendant Ahmad further

explained that in exchange for the \$100, CW would receive exclusive access to the information about the seizure and sale of the properties, which provided CW the opportunity to negotiate a favorable purchase price with the parties of the foreclosure action. Defendant Ahmad stated that the writs would not be posted on the website for approximately 2 months. Defendant Ahmad instructed CW that if CW successfully acquired any of the properties, then defendant Ahmad would receive an additional \$4,900 from CW for each property acquired. Defendant Ahmad informed CW that he would memorialize the arrangement in a contract.

3. During that same meeting, defendant Ahmad provided CW approximately 20 writs of execution for approximately \$2,000 dollars in cash from CW, which defendant Ahmad counted and accepted.

4. On or about August 22, 2018, while in New Jersey, defendant Ahmad, referring to the contract that defendant Ahmad said he would draft during the July 26, 2018 meeting, contacted CW by text message and wrote: “. . . the contract is finished however we [sic] to[o] sensitive to send through email. . . . tell me where to meet you?”

5. During a recorded telephone call on or about August 23, 2018, defendant Ahmad and CW had the following additional exchange regarding defendant Ahmad's hesitancy to use e-mail to send the proposed contract to CW:

CW: [Y]eah, the contract, you can email it to me, my email is secure . . . I'm the only one who has access to it, so nobody's going to see it

Ahmad: No, no, no, no. It's not on your part, it's on my part. Of all the politics that I'm involved in . . . I don't need something down the road. So that's, that's what I meant by that.

6. On or about August 30, 2018, in Newark, New Jersey, defendant Ahmad again met with CW and presented CW with the contract which read in substance and in part: “As a result of Real Estate Items (REI), each item amount shall be paid one hundred [U.S.] dollars upon acquisition and thereafter, with [completion], the sum of four thousand and nine hundred [U.S.] dollars shall complete the [total] acquisition process.” Defendant Ahmad then signed the contract and provided CW with a copy.