

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA : Hon.
:
v. : Crim. No. 17-
:
: 18 U.S.C. §§ 371 & 981(a)(1)(C); &
ANTHONY C. IANNICCO : 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:

DEFENDANT, ENTITIES AND BACKGROUND

1. Defendant ANTHONY C. IANNICCO ("defendant IANNICCO") was a police officer with the Police Department of Jersey City, New Jersey, from approximately February 1995 until the fall of 2016. He was assigned to the West District of Jersey City from approximately 2008 to the fall of 2016, during which period defendant IANNICCO was the "assistant pick coordinator" for Jersey City's West District, performing the same role as the pick coordinator. In this capacity, defendant IANNICCO's duties and responsibilities included assigning off-duty police officers to projects requiring such officers in Jersey City's West District pursuant to the off-duty employment policy set forth below.

2. At all times relevant to 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 2011, 2012, 2013, 2014, 2015 and 2016 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 the 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, such as 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 next section of the voucher described the name and location of the worksite and included the name and signature of the foreman. 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.

F. Co-Conspirator 1 was a police officer in Jersey City's West District.

THE CONSPIRACY

3. From at least in or about March , 2011 to on or about April 28, 2016, in Hudson County, in the District of New Jersey and elsewhere, defendant

ANTHONY C. IANNICCO

did knowingly and intentionally conspire and agree with others to (1) corruptly 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, and (2) to obtain by fraud \$5,000 and more in money owned by, and under the care, custody and control of the City of Jersey City and its police department, contrary to Title 18, United States Code, Section 666.

Goals of the Conspiracy

4. It was a goal of the conspiracy for defendant IANNICCO 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 worksites without the presence of an off-duty police officer when one was required, (b) permitting the off-duty employers to pay defendant IANNICCO directly rather than 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.

5. It was further a goal of the conspiracy for defendant IANNICCO to submit false and fraudulent vouchers to the Office of Off-Duty Employment at the Jersey City Police Department on behalf of Co-Conspirator 1 for off-duty details which Co-Conspirator 1 did not perform in exchange for a portion of the compensation that Co-Conspirator 1 received from Jersey City through the submission of false and fraudulent vouchers.

Manner and Means

6. It was part of the conspiracy that:

A. Defendant IANNICCO on occasion accepted off-duty assignments knowing that he and off-duty employers 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. Defendant IANNICCO 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. Defendant IANNICCO also on occasion submitted false and fraudulent vouchers to the Jersey City Office of Off-Duty Employment on his behalf, and on behalf of other police officers, for off-duty police work which he did not perform in whole and in part.

D. Defendant IANNICCO provided Co-Conspirator 1 with false vouchers so that Co-Conspirator 1 would collect compensation from the off-duty employment program, both knowing that Co-Conspirator 1 had not performed the off-duty work for which Co-Conspirator 1 was compensated.

E. In exchange for the above official acts and acts in violation of his official duties, defendant IANNICCO collected

payments of approximately \$55,000 directly from off-duty employers in the form of cash, and checks and money orders payable to him or to "cash," rather than to Jersey City, and from Co-Conspirator 1 in the form of cash. Through these actions, (1) defendant IANNICCO and off-duty employers deliberately disregarded Section 3-85.1 and deprived Jersey City of money that it would have received had defendant IANNICCO appropriately carried out his duties, and (2) defendant IANNICCO and Co-Conspirator 1 defrauded Jersey City and off-duty employers by causing them to pay Co-Conspirator 1 for off-duty details which Co-Conspirator 1 did not perform.

F. Defendant IANNICCO kept portions of the cash proceeds of this corrupt and fraudulent activity in a bank account.

Overt Acts

7. In furtherance of the conspiracy and to effect the illegal goals thereof, defendant IANNICCO 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 March, 2011 to at least on or about March 20, 2016, on numerous occasions, defendant IANNICCO cashed or otherwise negotiated checks or money orders from off-duty employers at New Jersey banks, and deposited cash that he received from off-duty employers and Co-Conspirator 1, 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 2012

Overt Act No.	Date	Amount	Form of Payment
1.	8/6/12	\$500	Cash Deposit
2.	9/20/12	\$500	Cash Deposit
3.	12/5/12	\$600	Cash Deposit

Calendar Year 2013

Overt Act No.	Date	Amount	Form of Payment
4.	1/4/13	\$300	Cash Deposit
5.	2/6/13	\$2,000	Cash Deposit
6.	2/6/13	\$170	Cash Deposit
7.	2/11/13	\$220	Cash Deposit
8.	4/2/13	\$150	Cash Deposit
9.	5/1/13	\$400	Cash Deposit
10.	10/2/13	\$100	Cash Deposit
11.	10/3/13	\$400	Cash Deposit
12.	10/30/13	\$300	Cash Deposit
13.	10/30/13	\$200	Cash Deposit
14.	10/31/13	\$950	Cash Deposit
15.	10/31/13	\$500	Cash Deposit
16.	11/5/13	\$400	Cash Deposit
17.	11/19/13	\$700	Cash Deposit
18.	11/27/13	\$140	Cash Deposit
19.	12/2/13	\$280	Cash Deposit
20.	12/2/13	\$200	Cash Deposit
21.	12/4/13	\$1,380	Cash Deposit
22.	12/5/13	\$850	Cash Deposit
23.	12/9/13	\$600	Cash Deposit
24.	12/10/13	\$100	Cash Deposit
25.	12/11/13	\$200	Cash Deposit
26.	12/16/13	\$350	Cash Deposit
27.	12/19/13	\$180	Cash Deposit
28.	12/23/13	\$648	Cash Deposit
29.	12/23/13	\$45	Cash Deposit

Calendar Year 2014

Overt Act No.	Date	Amount	Form of Payment
30.	1/6/14	\$720	Cash Deposit
31.	1/14/14	\$225	Cash Deposit
32.	1/16/14	\$990	Cash Deposit
33.	2/3/14	\$880	Cash Deposit
34.	2/25/14	\$1,000	Cash Deposit
35.	3/3/14	\$600	Cash Deposit
36.	3/3/14	\$320	Cash Deposit
37.	3/3/14	\$250	Cash Deposit
38.	3/3/14	\$150	Cash Deposit
39.	3/7/14	\$2,000	Cash Deposit
40.	3/25/14	\$385	Cash Deposit
41.	4/25/14	\$545	Cash Deposit
42.	4/25/14	\$2,230	Cash Deposit
43.	5/12/14	\$1,680	Cash Deposit
44.	5/12/14	\$300	Cash Deposit
45.	6/23/14	\$1,450	Cash Deposit
46.	6/23/14	\$200	Cash Deposit
47.	8/4/14	\$900	Cash Deposit
48.	10/7/14	\$185	Cash Deposit
49.	11/4/14	\$900	Cash Deposit
50.	11/17/14	\$330	Cash Deposit
51.	11/18/14	\$200	Cash Deposit
52.	11/25/14	\$280	Cash Deposit
53.	12/2/14	\$200	Cash Deposit
54.	12/3/14	\$200	Cash Deposit
55.	12/5/14	\$400	Cash Deposit
56.	12/15/14	\$440	Cash Deposit
57.	12/16/14	\$380	Cash Deposit
58.	12/17/14	\$100	Cash Deposit

Calendar Year 2015

Overt Act No.	Date	Amount	Form of Payment
59.	1/2/15	\$900	Cash Deposit
60.	1/2/15	\$840	Cash Deposit
61.	1/7/15	\$850	Cash Deposit
62.	2/4/15	\$600	Cash Deposit
63.	2/4/15	\$140	Cash Deposit
64.	2/4/15	\$260	Cash Deposit
65.	4/9/15	\$400	Cash Deposit
66.	4/27/15	\$300	Cash Deposit

67.	6/1/15	\$1,220	Cash Deposit
68.	6/18/15	\$500	Cash Deposit
69.	7/6/15	\$1,080	Cash Deposit
70.	7/23/15	\$405	Cash Deposit
71.	8/5/15	\$600	Cash Deposit
72.	8/31/15	\$800	Cash Deposit
73.	9/17/15	\$380	Cash Deposit
74.	9/18/15	\$660	Cash Deposit
75.	10/9/15	\$550	Cash Deposit
76.	11/9/15	\$780	Cash Deposit
77.	12/8/15	\$220	Cash Deposit
78.	12/9/15	\$1,000	Cash Deposit
79.	12/27/15	\$700	Cash Deposit

Calendar Year 2016

Overt Act No.	Date	Amount	Form of Payment
80.	1/8/16	\$700	Cash Deposit
81.	2/1/16	\$460	Cash Deposit
82.	2/20/16	\$770	Cash Deposit
83.	3/7/16	\$300	Cash Deposit
84.	3/8/16	\$125	Cash Deposit
85.	3/8/16	\$300	Cash Deposit
86.	3/18/16	\$425	Cash Deposit
87.	3/20/16	\$1,650	Cash Deposit

B. On or about April 28, 2016, in Jersey City, defendant IANNICCO accepted approximately \$1,740 in cash from Co-Conspirator 1 in exchange for having aided and assisted Co-Conspirator 1 in collecting off-duty compensation for work which Co-Conspirator 1 did not perform and for violating his official duty to ensure that off-duty police officers performed the off-duty assignments for which they were compensated before approving payment.

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

FORFEITURE ALLEGATION

1. The allegations contained in 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

ANTHONY C. IANNICCO

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 commission of the above violation, and all property traceable thereto, including, but not limited to, a sum of money equal to \$55,000 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 May 1, 2017.

3. If by any act or omission of defendant IANNICCO, 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;

it is the intent of the United States, pursuant to 21 U.S.C. § 853(p), as incorporated by 28 U.S.C. § 2461(c), to seek forfeiture of any other property of the defendant up to the value of the above forfeitable property.

A handwritten signature in blue ink, appearing to read 'W. E. Fitzpatrick', is written over a horizontal line.

WILLIAM E. FITZPATRICK
ACTING UNITED STATES ATTORNEY