

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); &
MICHAEL O'LEARY : 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 MICHAEL O'LEARY was a police officer in Jersey City's South District from in or about July 2007 until at least the spring of 2017. As a Jersey City Police Officer, defendant O'LEARY was available to perform off-duty work as a police officer as long as he followed the Jersey City Police Department rules and regulations governing such off-duty employment.

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 fiscal years 2013 through 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. Certain private contractors and utility companies (collectively "vendors") sometimes were required to utilize the services of off-duty Jersey City police officers. Generally, when vendors needed to perform work in Jersey City that 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.

C. Jersey City relied on a voucher system in order to process payments for police officers who performed off-duty assignments. The voucher was entitled, "Jersey City Police Office of Off-Duty Employment Officer Pay Voucher" (hereinafter, the "Jersey City Voucher"). The police officer who performed the off-duty assignment was required to complete the top portion of the voucher and include the following information: 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. A representative of the vendor was required to fill out the middle portion of the voucher and provide the following: the name and location of the worksite and the name and signature of the vendor's foreman or authorized agent.

D. Generally, after filling out the top portion of the voucher and having the vendor complete the middle portion, the police officer who performed the off-duty work provided the Jersey City Voucher to the pick coordinator. The pick coordinator completed his portion of the voucher and caused the voucher to be delivered to the Office of Off-Duty Employment at the Jersey City Police Department. A completed voucher indicated that the officer who had filled out the top portion of the voucher had performed an off-duty job for the vendor whose representative had filled out and signed the middle portion of the voucher. The City of Jersey City recorded the transaction, collected certain fees for Jersey City, withheld all appropriate taxes, and paid the police officer who performed the off-duty work.

E. Co-Conspirator 1 was the "pick coordinator" for Jersey City's South District. In this capacity, Co-Conspirator

1's duties and responsibilities included assigning off-duty police officers to projects in the South District.

F. Individual 1 was a police officer in Jersey City's West District who also was the "assistant pick coordinator" for the West District. In this capacity, Individual 1's duties and responsibilities included assigning off-duty police officers to projects requiring such officers in the West District.

THE CONSPIRACY

3. From at least in or about November 2013 to in or about April 2016, in Hudson County, in the District of New Jersey and elsewhere, defendant

MICHAEL O'LEARY

did knowingly and intentionally conspire and agree with others, including Co-Conspirator 1, to corruptly give, offer, and agree to give payments to Co-Conspirator 1, intending to influence and reward Co-Conspirator 1 in connection with a business, transaction, or series of transactions of Jersey City, involving things of value of \$5,000 and more, contrary to Title 18, United States Code, Section 666(a)(2).

Goal of the Conspiracy

4. It was the goal of the conspiracy for defendant O'LEARY to obtain compensation from Jersey City for off-duty jobs that he did not actually perform by making false representations to Jersey City that he did in fact complete certain off-duty assignments, and then to make payments to Co-Conspirator 1 for Co-Conspirator 1's assistance in fraudulently obtaining off-duty compensation for defendant O'LEARY.

Manner and Means

5. It was part of the conspiracy that:

A. On multiple occasions, Co-Conspirator 1 asked representatives of certain vendors who were performing work in the South District to sign the middle portion of a Jersey City Voucher, even though no Jersey City police officer had completed an off-duty assignment for those vendors. Similarly, Individual 1 asked representatives of certain vendors who were performing work in the West District to sign the middle portion of a Jersey City Voucher, even though no Jersey City police officer had completed any off-duty assignment for those vendors. Individual 1 gave some of these false and fraudulent vouchers from the West District to Co-Conspirator 1.

B. For each of these vouchers from the South District and the West District, with defendant O'LEARY's knowledge and consent, Co-Conspirator 1 falsely represented on the top portion of the voucher that defendant O'LEARY had performed an off-duty job for the vendor whose representative had signed the middle portion of the voucher. Co-Conspirator 1 also signed defendant O'LEARY's name on the voucher, purporting to be defendant O'LEARY's signature. With defendant O'LEARY's knowledge and consent, Co-Conspirator 1 then submitted the false and fraudulent vouchers to the Jersey City Office of Off-Duty Employment so that defendant O'LEARY would be paid. As a result, defendant O'LEARY was compensated for off-duty work that he did not perform.

C. In exchange for the above official acts undertaken by Co-Conspirator 1 and for acts in violation of Co-Conspirator 1's official duties, defendant O'LEARY made payments to Co-Conspirator 1 totaling approximately \$39,587.

Overt Acts

6. In furtherance of the conspiracy and to effect the object thereof, defendant O'LEARY and others committed and caused to be committed the following overt acts, among others, in the District of New Jersey and elsewhere:

A. On or about February 27, 2015, in Jersey City, with defendant O'LEARY's knowledge and consent, Co-Conspirator 1 falsely represented on a Jersey City Voucher that defendant O'LEARY completed an off-duty assignment that defendant O'LEARY did not actually perform. Co-Conspirator 1 signed defendant O'LEARY's name on this voucher, purporting to be defendant O'LEARY's signature.

B. On or about April 4, 2016, in Jersey City, defendant O'LEARY paid Co-Conspirator 1 \$700 in exchange for Co-Conspirator 1's assistance in obtaining compensation for off-duty work that defendant O'LEARY did not perform.

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, 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

MICHAEL O'LEARY

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 \$39,587 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 April 13, 2017.

3. If by any act or omission of defendant O'LEARY, 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 defendant O'LEARY up to the value of the above forfeitable property.



WILLIAM E. FITZPATRICK
ACTING UNITED STATES ATTORNEY

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& 28 U.S.C. § 2461

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