

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA : Hon.
v. : Crim. No.
DAVID M. D'AMIANO : 18 U.S.C. §§ 1341, 1343, 1346,
1951, 1952 and 2

INDICTMENT

The Grand Jury, in and for the District of New Jersey,
sitting at Newark, charges that:

COUNTS 1 to 4

**(Scheme to Defraud Others of Honest
Services--Bribery and Concealed Influence Peddling)**

The Defendant

1. At all times relevant to Counts 1 to 4:

(A) Defendant DAVID M. D'AMIANO was a fundraiser for a state political committee (the "SPC"), which was a principal fundraising entity for a New Jersey political party and which had its headquarters in Trenton, New Jersey. D'AMIANO was designated (i) a solicitor for the SPC, having been assigned Solicitor No. 239 by the SPC, and (ii) a member the SPC's finance committee, serving on the steering or executive committees of that body.

Defendant DAVID M. D'AMIANO also operated pallet, recycling, and mulch businesses in Carteret, New Jersey ("D'AMIANO'S Office").

(B) As a solicitor for the SPC and a member of its finance committee, D'AMIANO participated in directing or conducting party affairs by:

- (I) soliciting (personally, and by fax and mail with assistance from the employees of his business) numerous individuals and entities for contributions to the SPC, including to its "Victory Fund;"
- (II) informing other SPC officials of the amount of pledged contributions and the identity of the potential contributors;
- (III) causing numerous individuals and entities to contribute a total of at least \$93,000 to the SPC, placing D'AMIANO in approximately the top ten percent of fundraising finance committee members;
- (IV) collecting contributions for delivery to the SPC offices in Trenton, New Jersey;
- (V) ensuring that "Solicitor No. 239" was written on the face of the contribution checks that D'AMIANO had solicited so that the SPC would credit D'AMIANO in their records with soliciting particular contributions;
- (VI) attending finance committee meetings and retreats to review fundraising goals and strategy;
- (VII) ensuring that contributors received, completed, and returned contributor disclosure forms and that contributors were informed about contribution guidelines;
- (VIII) arranging, scheduling, and sponsoring fundraising events and coordinating these events with other party and state government officials;
- (IX) referring contributors to party and state and local government officials to assist these contributors with public issues that they had pending before state and local governments;
- (X) recommending contributors and other individuals for positions with state and local government departments, agencies, boards, commissions, and judgeships; and
- (XI) maintaining files at D'AMIANO'S Office for (a) contributors that D'AMIANO solicited (including

copies of contribution checks and disclosure forms); (b) his contact with other party officials; and (c) his contact with state government officials regarding issues involving contributors and his recommendations of contributors and other individuals for positions with state government departments, agencies, boards, and commissions.

SPC's Right to, and Defendant's Duty of, Honest Services

2. At all times relevant to Counts 1 to 4, the SPC and its members had an intangible right to the honest services of their solicitors and finance committee members, including defendant DAVID M. D'AMIANO. As a solicitor and finance committee member, D'AMIANO therefore owed the SPC and its members a duty to: (A) refrain from agreeing to confer, soliciting and accepting corrupt payments and benefits for public servants and party officials in consideration for (i) decisions, recommendations or exercises of discretion of public servants and party officials on any public issues; (ii) violations of official duties of public servants and party officials or (iii) the performance of official duties; and (B) disclose material information to the SPC in SPC matters in which D'AMIANO was dealing that would result in his personal financial gain through bribery and influence peddling.

Other Background

The Farm's Condemnation

3. At all times relevant to this Indictment, there was a property owner ("Owner 1") who had an interest in a 74-acre farm

located in Piscataway, New Jersey (the "Farm"). Owner 1 voluntarily cooperated with federal authorities and recorded conversations with defendant DAVID M. D'AMIANO and others.

4. In or about 1999, the Township of Piscataway began proceedings in New Jersey Superior Court to condemn the Farm and take ownership of it. It also submitted an appraisal indicating that the Farm was worth approximately \$4.3 million. The owners of the Farm opposed the attempted condemnation. In or about December, 2002, the court entered a judgment in the Township's favor, which stated that the Township had the authority to condemn the Farm and to take ownership and control over it. The case was appealed to the Appellate Division of the New Jersey Superior Court. In or about March, 2004, the Appellate Division affirmed the judgment of the lower court. The case now is on appeal to the New Jersey Supreme Court.

5. As an alternative to condemnation, the owners of the Farm, including Owner 1, applied to place the Farm in the state and local government farmland preservation program. Entry into this program essentially amounted to the transfer of the property's development rights to state and local government, ensuring that the land remained undeveloped as open space. Under this program, the Farm owners would keep title to the Farm. The Farm owners, however, withdrew this application in or about August, 2002 because they were offered approximately \$3 million under this program for the development rights--an amount unacceptable to Owner 1 and the other owners.

6. In or about 2001, defendant DAVID M. D'AMIANO first discussed with Owner 1 a plan to gain government approval for preservation of the Farm in exchange for a monetary award favorable to Owner 1 and the other owners. D'AMIANO told Owner 1 that he could help Owner 1 by getting the farmland preservation application approved by state and local government authorities. D'AMIANO advised Owner 1 that Owner 1 would have to pay \$20,000 in cash to D'AMIANO, which, according to D'AMIANO, would be divided among state and local government officials to get this application approved. The arrangement was not pursued further at that time primarily because of attempts by Owner 1, and the other owners, to apply for farmland preservation through proper means.

Other Individuals

7. At all times relevant to Counts 1 to 4:
- (A) defendant DAVID M. D'AMIANO professed to have a close relationship with a high-ranking state government official ("State Official 1");
 - (B) there was a state government official who was a subordinate to State Official 1 ("State Official 2");
 - (C) there was an elected Middlesex County Official ("County Official 1") who had two subordinate appointed county officials under County Official 1's authority ("County Officials 2 and 3"); and
 - (D) there was a coschemer who was D'AMIANO'S confidante ("the Coschemer").

Scheme and Artifice to Defraud Others of Honest Services

8. From in or about November, 2002 to in or about March,

2004, in Middlesex County, in the District of New Jersey, and elsewhere, defendant

DAVID M. D'AMIANO

and others knowingly and willfully did devise and intend to devise a scheme and artifice to defraud the SPC and its members of the right to D'AMIANO's honest services in the affairs of the SPC, as set forth in substance below.

Object of the Farm Deal Scheme

9. The object of this scheme and artifice to defraud was for defendant DAVID M. D'AMIANO and others to agree to confer, solicit, and accept significant corrupt benefits, including concealed cash payments, political contributions and other things of value, to influence official and political action in connection with the Farm Property and to intentionally conceal from the SPC and its members material information--namely, D'AMIANO'S agreement to confer, solicit and accept these corrupt benefits made in exchange for influencing official and political action.

Summary of the Farm Deal Scheme

10. After Owner 1 withdrew the application for farmland preservation in 2002, D'AMIANO again offered his assistance to Owner 1, at an increased price. On or about November 10, 2002, D'AMIANO told Owner 1 that Owner 1 would have to pay \$20,000 in cash and \$20,000 in political contributions to the SPC to gain

approval for farmland preservation at a price favorable to Owner 1 and to render the condemnation proceeding moot.

11. Between on or about December 12, 2002 and on or about July 30, 2003, defendant DAVID M. D'AMIANO accepted the \$20,000 in cash and the \$20,000 in contributions from Owner 1 that D'AMIANO solicited and demanded to resolve the Farm issues in Owner 1's favor. On or about December 12, 2002, D'AMIANO accepted \$10,000 in cash and a \$10,000 check to the SPC. On or about January 28, 2003, D'AMIANO accepted a \$5,000 check to the SPC. On or about February 19, 2003, D'AMIANO accepted \$5,000 in cash. On or about May 23, 2003, D'AMIANO accepted a \$5,000 check to the SPC. On or about June 27, 2003, D'AMIANO accepted \$2,500 in cash. On or about July 30, 2003, D'AMIANO accepted \$2,500 in cash. With respect to the \$20,000 in cash, D'AMIANO consistently told Owner 1 that none of it was retained for D'AMIANO'S own benefit.

12. After Owner 1 acceded to defendant DAVID M. D'AMIANO'S solicitation and demand, D'AMIANO began to facilitate the scheme:

- (A) For example, according to D'AMIANO'S statements to Owner 1, he met with, and spoke to, government officials on Owner 1's behalf and caused them to take action to assist Owner 1.
- (B) D'AMIANO arranged for Owner 1 to speak to government officials concerning the Farm.
- (C) While Owner 1 was making the payments solicited and demanded by D'AMIANO, D'AMIANO assured Owner 1 that the necessary officials were aware of Owner 1's payments, and that the matter would be resolved favorably to Owner 1 as long as all of the payments were made.

(D) Moreover, in order to reassure Owner 1, D'AMIANO agreed to have officials use code words during the course of some meetings to indicate that the officials knew that a deal was in place and that they would act favorably for Owner 1.

13. The Farm Deal was almost finalized at a meeting on September 16, 2003. At that meeting, Middlesex County officials suggested that the farmland preservation deal could be effectuated if Owner 1 agreed to accept \$7.35 million with certain conditions regarding the use of the Farm. Owner 1 essentially agreed to the monetary portion of the offer, but wanted to negotiate the use restrictions. After the meeting, defendant DAVID M. D'AMIANO told Owner 1 that one more meeting was contemplated to finalize the uses that would be permitted on the Farm. D'AMIANO also told Owner 1 that the money was "confirmed," and that it looked like Owner 1 would get most of what Owner 1 wanted regarding the permissible uses of the Farm.

Details of the Farm Deal

14. On or about November 10, 2002, defendant DAVID M. D'AMIANO met with Owner 1 in Piscataway. (Unless otherwise indicated, all conversations involving both D'AMIANO and Owner 1 (A) were recorded and (B) were over the telephone). D'AMIANO told Owner 1 that Owner 1 would have to pay \$20,000 cash and a \$20,000 contribution to the SPC to gain approval for the farmland preservation, and to obtain an amount agreeable to Owner 1 and

considerably higher than the appraised value of approximately \$3 million. D'AMIANO stated that a meeting would be arranged, to include State Official 1, in an attempt to take official action to assist Owner 1. On or about November 12, 2002, D'AMIANO issued a fax to an aide to State Official 1, requesting a meeting between State Official 1 and Owner 1.

15. Between November 17 and 22, 2002, defendant DAVID M. D'AMIANO advised Owner 1 that there was a "real deal" in place regarding the Farm and that a meeting with State Official 1 would occur. D'AMIANO told Owner 1 to bring the money to the meeting, or deliver it to D'AMIANO shortly thereafter. D'AMIANO also told Owner 1 that none of this money was meant for D'AMIANO.

16. On or about November 25, 2002, defendant DAVID M. D'AMIANO informed Owner 1 that Owner 1 would be able to talk to State Official 1. When Owner 1 asked if Owner 1 should talk about the money with State Official 1, D'AMIANO falsely responded that there was no money involved. Later, referring to the \$20,000 in cash and \$20,000 contribution, D'AMIANO told Owner 1 that Owner 1 had better live up to Owner 1's end of the bargain. During another conversation later that day, D'AMIANO told Owner 1: "I'm with you. You want me to make this f-----g problem go way." D'AMIANO then referred to the turnover of the money, stating, "providing that Plan B comes through." D'AMIANO also told Owner 1 what would happen if Owner 1 did not pay, stating that "[i]f Plan B" did not "come through," a body part of Owner 1 was "going in the frying pan," meaning that Owner 1 would suffer

serious economic harm if Owner 1 did not pay.

17. On or about November 26, 2002, defendant DAVID M. D'AMIANO reminded Owner 1 that Owner 1's payment was "an intricate part of everything," and that if Owner 1 did not pay, Owner 1 was "going to get f----d in the end."

18. On or about December 1, 2002, defendant DAVID M. D'AMIANO stated, after being reminded that Owner 1 was due in court on December 2nd for a ruling regarding the condemnation proceeding, that he did not care about that and that all D'AMIANO was interested in was "mulch and topsoil"--a veiled reference to the \$20,000 cash and \$20,000 contribution check.

19. On or about December 2, 2002, before Owner 1 went to court, defendant DAVID M. D'AMIANO said that he was told that Owner 1 was "supposed to buy the twenty loads and the twenty loads." D'AMIANO further told Owner 1 that he did not want to get into a "pissing contest" with the people with whom D'AMIANO was dealing. D'AMIANO therefore indicated that Owner 1 was going to have to make the contemplated payment. D'AMIANO reiterated that D'AMIANO was getting nothing out of this deal.

20. On or about December 12, 2002, defendant DAVID M. D'AMIANO met with Owner 1 at D'AMIANO'S Office. D'AMIANO searched Owner 1 for a recording device. D'AMIANO accepted \$10,000 cash from Owner 1. D'AMIANO coached Owner 1 to write his statements down on paper, instead of speaking, in an effort to minimize oral communications about the deal. With respect to the contribution portion of the payment, D'AMIANO told Owner 1 to

make the \$10,000 check payable to the Victory Fund. Referring to the part of the deal that required State Official 1's intercession, D'AMIANO told Owner 1 that it was done. D'AMIANO further stated that all that D'AMIANO needed was the money. Owner 1 told D'AMIANO that he had a scheduled meeting with Piscataway Township officials on December 19th. Owner 1 asked D'AMIANO to arrange for one of the officials to signal Owner 1 by use of the term, "Machiavellian," as a code word during that meeting to signal that the officials knew that there was a deal and that they would act favorably with respect to the Farm. Thereafter, Owner 1 wrote out a \$10,000 check to the Victory Fund, postdated to December 23rd.

21. On or about December 17, 2002, defendant DAVID M. D'AMIANO and Owner 1 discussed the Farm Deal during a series of telephone calls. Referring to State Official 1 in a veiled manner throughout the conversations, D'AMIANO told Owner 1 (A) that he would be seeing State Official 1 for two to three hours on Friday, December 20th; (B) that a deal was in place; and (C) that Owner 1's Thursday, December 19th meeting with Piscataway officials did not matter to State Official 1 since State Official 1 had "the final say." At a meeting that evening in Piscataway, D'AMIANO stated that he would put Owner 1 in position to talk to State Official 1. D'AMIANO advised Owner 1 that he was holding the \$10,000 check and the 10,000 in cash. D'AMIANO told Owner 1 that he was on the SPC's finance committee and that there was a consistent need to produce \$50,000 in contributions per quarter.

D'AMIANO stated that the "whole game" on the finance committee was to collect as much money as you could per quarter. In response to Owner 1 questioning why D'AMIANO could not resolve the matter more quickly, D'AMIANO stated that D'AMIANO was not going to front "40 trailers of mulch" (\$40,000) for Owner 1. Later, D'AMIANO instructed Owner 1 about how to speak to State Official 1 on Friday night (December 20th). D'AMIANO indicated that Owner 1 should keep it "above board," telling State Official 1 that Owner 1 needed State Official 1's help. D'AMIANO said that he would take care of everything else.

22. After Owner 1 caused the December 19th meeting with Piscataway officials to be postponed, defendant DAVID M. D'AMIANO met with State Official 1 during an event in Princeton, New Jersey on or about December 20, 2002. D'AMIANO telephoned Owner 1 during the event. D'AMIANO then placed State Official 1 on the telephone. State Official 1 confirmed that D'AMIANO had talked to State Official 1 about Owner 1's circumstances. State Official 1 asked if Owner 1 had spoken to a certain Piscataway Township Official. State Official 1 thereafter advised Owner 1 to "reach out" for County Official 1, and then "double back" with D'AMIANO after Owner 1 spoke to County Official 1.

23. On or about December 22, 2002, defendant DAVID M. D'AMIANO and Owner 1 met in Piscataway. D'AMIANO, referring to the remainder of the payment due from Owner 1, stated that Owner 1 had to make sure that everything was delivered to D'AMIANO by December 30th. D'AMIANO stated that D'AMIANO had mailed Owner 1's

\$10,000 contribution check out the day before to the SPC.

24. On or about December 25, 2002, defendant DAVID M. D'AMIANO advised Owner 1 that Owner 1 would get everything that Owner 1 wanted for Christmas. D'AMIANO told Owner 1 that he would set up a meeting with County Official 1 shortly and that County Official 1 already had gotten a message from State Official 1. D'AMIANO further observed that a former state senator ("Former Senator") might be involved in a second, later meeting. D'AMIANO reassured Owner 1, stating that it was going well and that State Official 1 was keeping "right according to schedule." D'AMIANO said that he would see County Official 1 the next day. D'AMIANO stated that, at the December 20th event, State Official 1 told D'AMIANO to tell County Official 1 about the whole thing. D'AMIANO remarked that he would have more success going "in the back door" than Owner 1 had by hiring lawyers to litigate the condemnation matter.

25. On or about December 28, 2002, defendant DAVID M. D'AMIANO told Owner 1 that a meeting with County Official 1 had been postponed until after January 1st. Referring to the remaining \$10,000 cash and \$10,000 contribution, D'AMIANO emphasized the necessity of turning over the money, stating that it was a "must" and "not negotiable." D'AMIANO also told Owner 1 to take care of his end and D'AMIANO would take care of the other end. Later, D'AMIANO told Owner 1 in guarded fashion that those in power knew that Owner 1 was supposed to make the payment. In response to Owner 1 advising D'AMIANO that Owner 1 was going to

withhold further payment until after Owner 1 received favorable official action, D'AMIANO warned Owner 1 that "then you're going to be in deep s--t, cous'." On or about December 29, 2002, D'AMIANO repeated to Owner 1 that he needed a payment on Monday (December 30th). D'AMIANO graphically reiterated that, if Owner 1 did not turn over this payment, then Owner 1 was going to be put in an untenable position.

26. On or about January 9, 2003, defendant DAVID M. D'AMIANO told Owner 1 that Owner 1 had made D'AMIANO "look bad"-- a reference to the fact that D'AMIANO had not received a payment. D'AMIANO reiterated that he was going to set up the meeting with County Official 1 and that, as soon as Owner 1 was happy and content with what County Official 1 said, Owner 1 had better turn over payment to D'AMIANO.

27. On or about January 9, 2003, defendant DAVID M. D'AMIANO advised Owner 1 that County Official 1 had told him that he would arrange to have Owner 1 meet with County Officials 2 and 3. D'AMIANO encouraged Owner 1 to meet with these two county officials. On or about January 13, 2003, D'AMIANO told Owner 1 that the meeting between D'AMIANO, the two county officials, and Owner 1 would occur at D'AMIANO'S Office.

28. On or about January 23, 2003, defendant DAVID M. D'AMIANO and Owner 1 met with the two county officials at D'AMIANO'S Office. During the meeting County Official 3 used the code word, saying that he did not think that the county's motives in the negotiations over the Farm were "Machiavellian." The

parties discussed (a) whether Owner 1 wanted farmland preservation or a simple acquisition of the farm property by local government and (b) the amount of money that Owner 1, and the other farm owners, were willing to take to resolve the matter. County Official 3 stated that he had been sent there by County Official 1 to determine if fruitful negotiations were possible so that everyone could walk away reasonably happy. D'AMIANO referred to himself as strictly a mediator (in earlier conversations, D'AMIANO indicated that State Official 1 had designated him to be an intermediary and a mediator in this matter). The parties reached a consensus at the end of the meeting that there was room to arrive at an agreeable amount in exchange for the farm's development rights, but that this was subject to County Official 1's approval. D'AMIANO observed that the county officials would report back to County Official 1, Owner 1 would report back to the other Farm Owners, and D'AMIANO would report to State Official 1. D'AMIANO concluded the meeting by telling the others that they should work their ends of the transaction and that he would work his end. After the county officials departed, D'AMIANO stated that he planned to tell State Official 2 that he knew that State Official 1 was busy, but that one of them had to call County Official 1 that day just to let the county officials know who was supporting the Farm owners. D'AMIANO pressed Owner 1 for further payment by the next day, stating that Owner 1 had to make D'AMIANO "look right in Trenton." D'AMIANO further stated that an SPC official knew that

the meeting had taken place and that, therefore, the payment had to be turned over.

29. On or about January 24, 2003, DAVID M. D'AMIANO faxed correspondence to County Official 1, stating: "Thank you." That same day, following up a conversation with State Official 2, D'AMIANO faxed State Official 2 County Officials 2's and 3's business cards and Owner 1's name and address. He also requested State Official 2 to call them, with State Official 1's approval, to say that State Official 1 appreciated them trying to find common ground.

30. On or about January 28, 2003, defendant DAVID M. D'AMIANO met with Owner 1 at D'AMIANO'S Office. D'AMIANO checked Owner 1 for a recording device. Through cryptic language, D'AMIANO explained that he was facilitating the Farm Deal for Owner 1. Thereafter, D'AMIANO accepted a \$5,000 check from Owner 1 to the SPC's Victory Fund. D'AMIANO had expected Owner 1 to turn over a larger sum, and, as a result, stated that Owner 1 was not being fair and, then, alluding to the cash payment, D'AMIANO asked where the "presidents" were. Later that day, D'AMIANO told Owner 1 that he mailed the \$5,000 contribution to the SPC.

31. On or about February 1, 2003, D'AMIANO stated that, after Owner 1 had heard from County Official 2 that Owner 1 was going to receive a substantial and favorable sum of money for farmland preservation, Owner 1 had to deliver the remaining \$15,000 in cash and contribution money. D'AMIANO further explained that County Official 2 was concerned about not crossing

State Official 1. D'AMIANO said that County Official 2 had repeatedly asked D'AMIANO to help County Official 2 out and that County Official 2 knew that D'AMIANO had been chosen by State Official 1 to resolve the dispute involving the Farm. Then, returning to the issue of Owner 1's outstanding payment, D'AMIANO told Owner 1 that Owner 1 had better keep his word. D'AMIANO reiterated that he had been asked to act as a mediator between the parties on the Farm matter.

32. On or about February 7, 2003, defendant DAVID M. D'AMIANO told Owner 1 that County Official 2 had told D'AMIANO that Owner 1 could have \$7.79 million dollars and keep the Farm. On or about February 11, 2003, after receiving notice of a February 17th SPC finance committee retreat/meeting in the mail on or about February 8th, D'AMIANO told Owner 1 that Owner 1 could meet State Official 1 on February 17th. On or about February 13, 2003, D'AMIANO further told Owner 1 that the meeting with State Official 1 would be at a hotel in East Brunswick at the finance committee meeting. D'AMIANO stated that he would talk to State Official 1 to brief State Official 1 on what needed to be done. D'AMIANO also told Owner 1 that State Official 1 would not take any money.

33. On or about February 18, 2003, at approximately 4:13 p.m., defendant DAVID M. D'AMIANO told Owner 1 that: D'AMIANO was meeting with State Official 1 that night (a storm had caused the meeting to be postponed to February 18th); Owner 1 could speak to State Official 1 for about five minutes; and State Official 1

expected to meet with Owner 1 that evening. D'AMIANO told Owner 1 to bring both the "mulch" and the "top soil" to the meeting, a reference to the \$15,000 that Owner 1 still owed. At approximately 4:26 p.m., Owner 1 said that Owner 1 wanted to hear the code word ("Machiavellian") at the meeting. D'AMIANO agreed to pass this on to State Official 1 and stated that hearing those words from State Official 1 would be worth "three nickels" (\$15,000) that night.

34. On or about the evening of February 18, 2003, defendant DAVID M. D'AMIANO attended a meeting of the SPC's finance committee at a hotel in East Brunswick. After the meeting concluded, D'AMIANO, State Official 1 and Owner 1 met in the hallway outside the meeting room. During the meeting, State Official 1 recalled his previous telephone conversation with Owner 1 (on December 20, 2002) and indicated an awareness of Owner 1's problems with the Township of Piscataway and Middlesex County concerning the condemnation of the Farm. State Official 1 called for State Official 2; introduced Owner 1 to State Official 2; and asked State Official 2 to follow up. In introducing State Official 2 to Owner 1, State Official 1 used the code word, stating that Owner 1 was reading from "[The] Prince by Machiavelli" to learn how to deal with the negotiations involving the Farm. State Official 2 also indicated knowledge of Owner 1's circumstances through D'AMIANO'S briefings. State Official 1 also indicated an awareness of the animosity that had developed between Owner 1 and the other Farm owners on the one side, and

Piscataway and Middlesex County on the other. After D'AMIANO and Owner 1 described the status of the negotiations, State Official 1 said that State Official 1 thought that putting the Farm into the farmland preservation program would be best for everyone.

35. On or about February 19, 2003, defendant DAVID M. D'AMIANO and the Coschemer met Owner 1 in Piscataway. D'AMIANO accepted \$5,000 in cash from Owner 1 that he had solicited and demanded to facilitate the Farm Deal. Thereafter, on or about February 25, 2003, D'AMIANO informed Owner 1 that he had spoken to State Official 2 and that everything was in the works and that Owner 1 would be happy.

36. On or about March 15, 2003, defendant DAVID M. D'AMIANO and Owner 1 talked about a substantial amount of real mulch that D'AMIANO now was demanding as an added payment term to the Farm Deal. Owner 1 protested, stating that D'AMIANO had told Owner 1 that it would take payments of \$20,000 in cash and \$20,000 in political contributions to complete the Farm Deal and now D'AMIANO was changing the terms of the deal. In response, D'AMIANO stated that he was not getting any of the money that Owner 1 had paid. D'AMIANO further said that State Official 1 had told D'AMIANO that he would not let things stall; that he would not forget Owner 1; and that he appreciated everything that Owner 1 had done. Finally, Owner 1 asked D'AMIANO to let Owner 1 personally hand over the last \$5,000 in cash to the ultimate recipient. D'AMIANO replied that "they wouldn't deal with you with a ten foot . . . pole."

37. On or about March 21, 2003, defendant DAVID M. D'AMIANO told Owner 1 that county officials wanted Owner 1 to write down what number Owner 1 was seeking and give it to D'AMIANO to deliver to County Official 1. After that, there would be a meeting. On or about March 24, 2003, Owner 1 wrote a letter indicating that the Farm owners were seeking \$10.5 million as the fair market value for the development rights to the Farm.

38. On or about April 23, 2003, defendant DAVID M. D'AMIANO and Owner 1 engaged in a telephone conversation, in response to Owner 1 receiving news from State Official 2 that a New Jersey Department of Agriculture employee had stated that Owner 1 would not receive more than the appraised value of the Farm property--approximately \$3 million--through farmland preservation. Owner 1 told D'AMIANO about this development. D'AMIANO indicated that Owner 1 should discount State Official 2's statements, advising that State Official 2 and State Official 1 were totally different. Later that evening, D'AMIANO told Owner 1 that Owner 1 would not get "screwed" and would get close to the figure that Owner 1 was seeking for the Farm's preservation. D'AMIANO downplayed what State Official 2 had told Owner 1. D'AMIANO stated that all that he could tell Owner 1 was that State Official 2 did not know everything.

39. On or about April 25, 2003, defendant DAVID M. D'AMIANO told Owner 1 that he had told State Official 2 that he had a different conversation with State Official 1 over the Farm issue. D'AMIANO said that if he had to get "bridge boy" (the

Former Senator) involved in the Farm matter, then he would do so because the Former Senator owed D'AMIANO one.

40. On or about May 19, 2003, defendant DAVID M. D'AMIANO confirmed to Owner 1 that there would be a meeting in County Official 3's office in New Brunswick, New Jersey. D'AMIANO also stated that State Official 1, State Official 2, and the county officials had received a copy of Owner 1's March 24th letter.

41. On or about May 21, 2003, defendant DAVID M. D'AMIANO and Owner 1 met County Officials 2 and 3 in New Brunswick. County Official 2 informed Owner 1 that the county had committed a significant amount of money towards the contemplated transaction with Owner 1, but that the county could not approach Owner 1's asking price of \$10.5 million. County Official 2 did state that the county was in a position to put more money on the table than its first number of approximately \$4 million. County Official 2 also stated that they had to decide whether the contemplated transfer would involve the whole property or simply development rights, and that County Official 2 could be in a position to advocate a \$7 plus million figure, if Owner 1 was serious about a number in that range. County Official 2 specified that the county would be willing to entertain an offer of approximately \$7.4 million in exchange for the development rights to the Farm. Under this scenario, County Official 2 observed that the state authorities would have to come back with a higher appraisal. County Official 2 also stated that the freeholders had given them the authority to negotiate and

recommend a solution, but it was up to the freeholders to approve the price. On the other hand, County Official 3 stated that "all things being equal" and if County Official 3 did not "have principals interested in de-escalating tensions," then County Official 3 would not recommend this deal and instead would take their chances in court "any day of the week and twice on Sundays." County Official 3 further observed that \$100,000 an acre was well outside the "edge" of County Official 3's "envelope," if there were not "extraneous circumstances involved." Owner 1 indicated that \$7.4 million was potentially acceptable. Before D'AMIANO and Owner 1 departed, County Official 3 stated that County Official 3 needed a firm answer on this number. D'AMIANO referred to himself as the mediator throughout this meeting.

42. After defendant DAVID M. D'AMIANO and Owner 1 left the meeting, D'AMIANO encouraged Owner 1 to take \$7.4 million. Later, D'AMIANO said that this money was guaranteed and that he had a retreat coming up (a reference to a political event) and thus needed the payment by the end of the week. D'AMIANO pressed Owner 1, stating: "I must have the last part of that deal. Don't f-----g hold me up."

43. On or about May 21, 2003, defendant DAVID M. D'AMIANO and the Coschmer engaged in a conversation with Owner 1 and another individual. D'AMIANO and the Coschmer pressed Owner 1 to compensate D'AMIANO because D'AMIANO was not being compensated for his efforts on behalf of Owner 1. In response to Owner 1

stating that Owner 1 had kept Owner 1's part of the agreement by paying the cash and contributions to D'AMIANO, D'AMIANO countered, "yeah, but that's for [State Official 1]." D'AMIANO went on to state "[l]et's f--k [State Official 1] now. He ain't putting no f-----g money in my pocket." Owner 1 reminded D'AMIANO and the Coschemer that the amount of money that Owner 1 had to turn over had gone from \$20,000 originally, to \$40,000, to now more compensation to D'AMIANO directly. D'AMIANO replied that Owner 1 should not "confuse them with me. . . . They got nothing to do with me." D'AMIANO asked if Owner 1 was going to turn over the remainder of the \$40,000 to D'AMIANO by Friday. Owner 1 responded that Owner 1 would stop by then and give D'AMIANO a check (part of the agreed-upon \$20,000 in political contributions). D'AMIANO replied that he would be waiting for Owner 1 with "open arms," but that the \$40,000 had nothing to do with the compensation that D'AMIANO himself now wanted.

44. On or about May 23, 2003, defendant DAVID M. D'AMIANO accepted a \$5,000 check to the Victory Fund from Owner 1 during a meeting at D'AMIANO'S Office. D'AMIANO checked Owner 1 for a recording device. D'AMIANO questioned why Owner 1 had not brought the cash payment, as well. In response to D'AMIANO stating that he was not making any money off of this deal, Owner 1 asked who was making money. D'AMIANO responded that he did not know. Owner 1 reminded D'AMIANO that, two days earlier, D'AMIANO had said that it was all going to State Official 1. D'AMIANO replied that it was all going to the SPC. In response to Owner 1

inquiring if the cash was going there, as well, D'AMIANO stated that he did not know what Owner 1 was talking about, falsely stating that there was no cash. D'AMIANO again checked Owner 1 for a recording device. D'AMIANO later told Owner 1 to come back with the cash before D'AMIANO went to Princeton the next day.

45. On or about May 25, 2003, defendant DAVID M. D'AMIANO, during a conversation with the Coschemer and Owner 1, again complained that he was not making any money off of the deal. The Coschemer told Owner 1 that D'AMIANO was done negotiating at \$7.4 million dollars and would not push to raise the number. In response to Owner 1 complaining that the payment kept changing from \$20,000 to \$40,000, and now D'AMIANO was seeking additional payment for himself, the Coschemer countered that, if D'AMIANO had changed the deal from \$20,000 to \$40,000, it was not D'AMIANO'S idea. D'AMIANO complained further that "to put the 40" on him was not a "nice thing." D'AMIANO said: "You act like you're giving it to me. You're not giving it to me."

46. On or about June 16, 2003, at defendant DAVID M. D'AMIANO'S Office, D'AMIANO told Owner 1 that State Official 2 had told him that County Official 1 was willing to agree to a resolution favorable to Owner 1 regarding the Farm. D'AMIANO also stated that County Official 1 had told him that County Official 1 had been contacted by State Official 1's office. D'AMIANO told Owner 1 that he was going to meet County Official 1 on Wednesday (June 18th). As the conversation continued, D'AMIANO checked Owner 1 for a recording device. Then, D'AMIANO

told Owner 1 that D'AMIANO wanted the remaining \$5,000 cash payment. Later, after discussing the Stelton Road property, referred to in Count 7, for a time, D'AMIANO told Owner 1 that the Coschemer knew what D'AMIANO was doing and that if the Coschemer wanted to, the Coschemer could "bury" D'AMIANO "20 miles" "under the Pacific Ocean." D'AMIANO also told Owner 1 that County Official 1 did not want the Farm Owners to obtain a resolution favorable to them, but County Official 1 was getting contacted to approve such a deal.

47. On or about June 18, 2003, defendant DAVID M. D'AMIANO continued to complain about the fact that he was not getting personally compensated and told Owner 1 that he would not be "laying out" money for Owner 1. Thereafter, D'AMIANO met with County Official 1 at the official's private business. That same day, after this meeting, D'AMIANO and Owner 1 met at a McDonald's in Middlesex County, New Jersey. D'AMIANO told Owner 1 that the purpose of the meeting with County Official 1 was to ensure that Owner 1 would get the \$7 plus million. Later, referring to the remaining \$5,000 in cash from the Farm Deal, D'AMIANO indicated that he had laid out this money for Owner 1 and strongly told Owner 1 to pay him.

48. On or about June 19, 2003, defendant DAVID M. D'AMIANO expressed frustration to Owner 1 because Owner 1 did not reimburse D'AMIANO the \$5,000 in cash that D'AMIANO said that he had laid out for Owner 1. D'AMIANO indicated that he would terminate his efforts for Owner 1 if Owner 1 did not pay D'AMIANO

the \$5,000. On or about June 24, 2003, D'AMIANO told Owner 1 that one of the county officials would call Owner 1 and use another prearranged code word ("Disneyland")--a signal that the deal substantially was completed.

49. On or about June 26, 2003, defendant DAVID M. D'AMIANO patched County Official 3 into a telephone call with Owner 1, who indicated that there likely would be some answer on the Farm Deal at the July 14th executive session of the freeholders. County Official 3 used the code word, "Disneyland," during this call.

50. On or about June 27, 2003, in Piscataway, defendant DAVID M. D'AMIANO accepted \$2,500 in cash from Owner 1. D'AMIANO also told Owner 1 that Owner 1 was going to get "Part A" (farmland preservation; "Part B" was the Stelton Road Deal referred to in Count 7) but that the county officials might decrease the amount from \$7.4 million to \$7.1 or \$7.2 million so that they would look good by being able to state that they saved the county some money.

51. On or about July 30, 2003, defendant DAVID M. D'AMIANO and Owner 1 met at D'AMIANO'S Office, where D'AMIANO checked Owner 1 for a recording device. D'AMIANO accepted the remaining \$2,500 cash payment.

52. On or about August 5, 2003, during a series of telephone conversations, defendant DAVID M. D'AMIANO told Owner 1 that the Farm Deal was "done" and that County Official 3 just wanted to hear that there was a final agreement at \$7.3 million and all of the interested parties on Owner 1's side concurred in

selecting farm-preservation status.

53. On or about August 6, 2003, defendant DAVID M. D'AMIANO and Owner 1 discussed D'AMIANO'S upcoming meeting with County Official 1. D'AMIANO stated that County Official 1 had called him to tell him that County Official 1 had met with State Official 1. D'AMIANO told Owner 1 that D'AMIANO had informed State Official 1 that his earlier meeting with County Official 1 had not gone that well. D'AMIANO stated that, after County Official 1 had spoken to State Official 1, County Official 1 had called D'AMIANO and apologized for being so abrupt.

54. On or about August 7, 2003, defendant DAVID M. D'AMIANO met with County Official 1 at County Official 1's private business. Later that day, at a McDonald's in Middlesex County, D'AMIANO told Owner 1 that County Official 1 had said that "it was all done," meaning that Owner 1 was going to receive approximately \$7.3 million in connection with the Farm Deal.

55. On or about August 11, 2003, defendant DAVID M. D'AMIANO told Owner 1 that State Official 1 was coming to D'AMIANO'S home shortly for a fundraising event. D'AMIANO said that he would invite Owner 1 to that event. Owner 1 received an invitation for the event, which had been shifted to the home of another individual, via fax on August 18, 2003 from D'AMIANO.

56. On or about August 25, 2003, defendant DAVID M. D'AMIANO and Owner 1 met at this event in Florham Park, New Jersey. Thereafter, D'AMIANO, State Official 1, and Owner 1 briefly discussed the Farm Deal. State Official 1 stated that

the last time that State Official 1 saw Owner 1 was at the hotel in East Brunswick. State Official 1 further stated that things (regarding the Farm) were not done yet. D'AMIANO interjected that it was almost done. State Official 1 stated that the resolution had not yet been passed. D'AMIANO advised State Official 1 that he had been following through with County Official 1, like State Official 1 had told him. State Official 1 replied that State Official 1 knew. During D'AMIANO'S public introduction of State Official 1 to the audience, D'AMIANO stated that, in his work for State Official 1, he sometimes stayed up making calls until 1:00 a.m.

57. On or about September 5, 2003, defendant DAVID M. D'AMIANO instructed Owner 1 to stop by D'AMIANO'S home to hear what D'AMIANO had to say about his recent contact with county officials. D'AMIANO assured Owner 1 that there was nothing to worry about. On or about September 9, 2003, arrangements were made for D'AMIANO, County Officials 2 and 3, and Owner 1 to meet at the county government offices in New Brunswick on September 16, 2003.

58. On or about September 11, 2003, in Piscataway, defendant DAVID M. D'AMIANO informed Owner 1 that Owner 1 would get what Owner 1 wanted at the September 16th meeting. Indicating that he had learned what the county's position was going to be, D'AMIANO told Owner 1 that the county officials were going to insist that the Farm property be used as a farm and that there be no other businesses there. D'AMIANO further told Owner 1 that

the county officials would offer \$7.3 million to Owner 1. Referring to D'AMIANO'S contact with State Official 1, D'AMIANO told Owner 1 that he had not told "his friend" that the Farm had other businesses on it.

59. On or about September 16, 2003, at the county government offices in New Brunswick, defendant DAVID M. D'AMIANO, County Officials 2 and 3, and Owner 1 met to review the Farm Deal. County Official 2 stated that the county could offer \$7.35 million for the farmland preservation, but that the deal would contemplate that the Farm be used for farm purposes only. In response to Owner 1 stating that the Farm was being used for other purposes, both county officials expressed skepticism over whether these uses would be allowed, if Owner 1, and the other owners, received \$7.35 million for farmland preservation. County Official 3 stated that the \$7-plus million figure was way outside of his "level" of "comfort" for the simple purchase of the Farm's development rights. With respect to one of the ongoing uses of the property, D'AMIANO told Owner 1 that this use had to end right away because Piscataway officials would make the people who were "supporting" Owner 1 look bad if these officials discovered this use. Owner 1 stated that Owner 1 wanted the Farm still to be used for mulch and horse-riding businesses. D'AMIANO asked County Official 3 how long it would be until Owner 1 received a check if they had reached an agreement that day. County Official 3 replied that November was not inconceivable if the matter was involving only the county. While in D'AMIANO'S car after the

meeting, D'AMIANO warned Owner 1 that if State Official 1 knew that there was a certain business on the property, then D'AMIANO likely would be asked to leave the finance committee of the SPC. D'AMIANO said that the Farm Deal was going to get approved at \$7.3 million. D'AMIANO also told Owner 1 that if it were not for State Official 1, Owner 1 would have lost the Farm.

60. On September 16, 2003, in response to Owner 1 pointing out that he felt blindsided by the county officials imposing restrictions on the use of the Farm, defendant DAVID M. D'AMIANO told Owner 1 that Owner 1 got exactly what Owner 1 asked for. Owner 1 reminded D'AMIANO that D'AMIANO had promised that he could get this deal done and Owner 1 could keep the mulch business. Referring to the result of this meeting with the county officials, D'AMIANO told Owner 1 that he thought that Owner 1 had hit a "grand slam."

61. After the September 16th meeting, in or about the fall of 2003, defendant DAVID M. D'AMIANO indicated that Owner 1 would get farmland preservation. D'AMIANO also said that the "money" (meaning the \$7.35 million) was "confirmed" and that it looked like Owner 1 would get most of what the Owner wanted regarding permissible uses of the Farm.

62. From in or about the end of October, 2003 to the end of 2003, defendant DAVID M. D'AMIANO attempted to arrange a meeting with the county officials to complete the Farm Deal, but was, according to him, having problems coordinating schedules with the county officials.

Acts Of Concealment

63. While defendant DAVID M. D'AMIANO and others were discussing, and taking actions to promote and facilitate the Farm Deal, D'AMIANO and others also attempted to conceal the corrupt activity by (A) refraining from discussing specifics over the telephone and instead meeting in person to review specifics; (B) using veiled and coded language during conversations regarding the transactions; (C) writing down, instead of verbalizing, statements pertaining to the corrupt activity; (D) consistently checking for recording devices; (E) agreeing to confer, soliciting and accepting corrupt cash payments so as not to create an audit trail; (F) verbally denying that D'AMIANO accepted any cash in conversations with Owner 1; and (G) coaching Owner 1 about what to say to others during conversations so as not to make certain statements detailing the corrupt activity.

Mailings

64. On or about the dates listed below, in Middlesex County, in the District of New Jersey, and elsewhere, for the purpose of executing and attempting to execute the scheme and artifice to defraud, defendant

DAVID M. D'AMIANO

and others, knowingly and willfully placed and caused to be placed in a post office and authorized depository for mail, caused to be delivered thereon, and took and received therefrom,

certain mail matter, to be delivered by the United States Postal Service, as described below:

COUNT	DATE	MAILING
1	December 21, 2002	\$10,000 check from Owner 1 payable to Victory Fund to the SPC in Trenton, New Jersey
2	January 28, 2003	\$5,000 check from Owner 1 payable to Victory Fund to the SPC in Trenton, New Jersey
3	February 8, 2003	notification of February, 2003 SPC finance committee meeting to D'AMIANO in Carteret, New Jersey
4	April 29, 2003	receipt in mail in Piscataway, New Jersey by Owner 1 of correspondence from N.J. Department of Agriculture

In violation of Title 18, United States Code, Sections 1341, 1346, and 2.

COUNT 5

(Use of Mail and Interstate Facilities to Promote and Facilitate Bribery in Connection with the Farm Deal)

1. Paragraphs 1, 3 to 7, and 10 to 63 of Counts 1 to 4 are repeated and realleged as if set forth in full herein.

2. From in or about November, 2002 to in or about March, 2004, in Middlesex County, in the District of New Jersey, and elsewhere, defendant

DAVID M. D'AMIANO

did knowingly and willfully use and cause the use of the mail and facilities in interstate commerce, with the intent to promote, manage, establish, carry on and facilitate the promotion, management, establishment and carrying on of an unlawful activity--namely, bribery in official and political matters in connection with the Farm Deal, contrary to N.J. Stat. § 2C:27-2-- and thereafter did act to promote, manage, establish, carry on and facilitate the promotion, management, establishment and carrying on of the unlawful activity.

In violation of Title 18, United States Code, Sections 1952(a)(3) and 2.

COUNT 6

(Attempted Extortion in Connection with the Farm Deal)

1. Paragraphs 1, 3 to 7, and 10 to 63 of Counts 1 to 4 are repeated and realleged as if set forth in full herein.

2. From in or about November, 2002 to in or about March, 2004, in Middlesex County, in the District of New Jersey, and elsewhere, defendant

DAVID M. D'AMIANO

knowingly and willfully did attempt to obstruct, delay and affect interstate commerce by extortion--that is, obtaining money from Owner 1 with consent induced by wrongful use of fear of economic harm, in connection with the Farm Deal.

In violation of Title 18, United States Code, Sections 1951(a) and 2.

COUNT 7

(Attempted Extortion in Connection with the Stelton Road Deal)

1. Paragraphs 1 and 7 of Counts 1 to 4 are repeated and realleged as if set forth in full herein.

2. On or about June 16, 2003, during a meeting at defendant DAVID M. D'AMIANO'S Office referred to in paragraph 46 of Counts 1 to 4, D'AMIANO and Owner 1 discussed another land-use issue that had arisen regarding a two to three acre parcel on Stelton Road in Piscataway in which Owner 1 had a property interest. D'AMIANO was informed by Owner 1 that (a) Piscataway Township had zoned this property residential, but thereafter had redesignated it as commercial property; (b) a bank was interested in acquiring the property in order to build a branch office on it; (c) the Township was considering changing the Township's Master Plan to exclude use of that property by a bank, effectively thwarting the chances of selling the property to the bank. Owner 1 stated that the Township would decide on that change the next night. As the conversation progressed, D'AMIANO understood Owner 1 to be asking D'AMIANO to obtain official intercession on this issue in exchange for the \$20,000 cash and \$20,000 contribution that D'AMIANO already had solicited and demanded in connection with the Farm Deal. D'AMIANO balked. He complained that he was not getting anything out of the Farm Deal. D'AMIANO thereafter made a cryptic reference to "bridge away" (D'AMIANO earlier had referred to the Former Senator as "bridge

boy") and said that this was all that he was going to tell Owner 1 about where the cash had gone. Later, D'AMIANO emphasized that he could not help Owner 1 on the Stelton Road matter without Owner 1 turning over another contribution and sum of cash to D'AMIANO. D'AMIANO stated that Owner 1 was probably going to lose at the meeting the next night because D'AMIANO could not get the Township's action stopped that fast. Thereafter, D'AMIANO asked how much money was involved in the Stelton Road matter because "they" were going to ask him that. D'AMIANO was informed that it was \$2.3 million dollars. D'AMIANO told Owner 1 that the only way that he could stop the Township from acting the next day, was for D'AMIANO to prove to "them" that he had "it"-- meaning that D'AMIANO had to have the payment from Owner 1 so that he could notify the ultimate recipients. D'AMIANO checked Owner 1 for a recording device. D'AMIANO reminded Owner 1 that D'AMIANO could not string this deal along because it involved a vote. D'AMIANO discussed how to have Owner 1 structure the political-contribution portion of this anticipated payment so as to not overtly violate campaign contribution laws. Later, regarding benefits for himself, D'AMIANO asked Owner 1 what he thought it was worth for D'AMIANO "to stop a vote" that night. D'AMIANO complained about how little he had received from the officials with whom he dealt, despite the fact that he had done "275 on top," "of the table" (meaning \$275,000 in political contributions) and then made a reference to other "stuff" "under the table." D'AMIANO later stated that he needed "25 and 25" (a

\$25,000 contribution check and \$25,000 cash) for the Stelton Road matter from Owner 1 by the morning. D'AMIANO further told Owner 1 that he was going to tell "them" that he had "it" already and advised Owner 1 to obtain the money that day.

3. On or about June 18, 2003, during a conversation referred to in paragraph 47 of Counts 1 to 4, D'AMIANO thanked Owner 1 for making D'AMIANO look like a fool the day before, meaning that D'AMIANO had not received the promised payment regarding the Stelton Road matter. That same day, after D'AMIANO'S meeting with County Official 1 referred to in paragraph 47 of Counts 1 to 4, during a meeting at a McDonald's, D'AMIANO said that the Stelton Road Deal was different from the Farm Deal and could not be tied to the money that Owner 1 already had turned over to D'AMIANO. After Owner 1 referred to the money that Owner 1 already had given to D'AMIANO, D'AMIANO falsely responded that no money had changed hands and that all Owner 1 had done was make a contribution to a political party. D'AMIANO asked Owner 1 to accompany him into the bathroom, where D'AMIANO checked Owner 1 for a recording device. Thereafter, D'AMIANO spoke cryptically about furthering the Stelton Road Deal, stating that he asked his contact if he could get it brought back up. After detailing part of the negotiation that D'AMIANO said that he had with his contact, D'AMIANO told Owner 1 that D'AMIANO had to drop off "one" to a certain person and "one" to his contact. When Owner 1 asked D'AMIANO to whom he was referring, D'AMIANO declined to identify his contact. D'AMIANO criticized Owner 1's

perceived attempt to fold the Stelton Road Deal into the money that Owner 1 had turned over to D'AMIANO in the Farm Deal by stating that Owner 1 was trying to get "2 quarters" out of a "nickel."

4. On or about June 24, 2003, defendant DAVID M. D'AMIANO told Owner 1 that somebody wanted to say hello and cautioned Owner 1 that before D'AMIANO put this person on the phone, not to say that Owner 1 needed "tit for tat." D'AMIANO then patched an SPC official into the call to discuss Owner 1 making another contribution. D'AMIANO later stated that they really needed that "25" by the end of the month--a reference to the contemplated \$25,000 contribution that was part of the Stelton Road Deal.

5. On or about June 27, 2003, during a meeting between defendant DAVID M. D'AMIANO and Owner 1 in Piscataway, Owner 1 asked D'AMIANO if he could do anything concerning Stelton Road. D'AMIANO responded that, if he "was to sell" Owner 1 "any more topsoil this year," then D'AMIANO would want it all up front--a reference to the Stelton Road Deal payments.

6. During a meeting, on or about July 30, 2003, referred to in paragraph 51 of Counts 1 to 4, defendant DAVID M. D'AMIANO wrote down, instead of speaking, portions of this conversation with Owner 1. D'AMIANO indicated to Owner 1 in writing that the Stelton Road Deal now was going to cost "35 and 35"--meaning a \$35,000 contribution and \$35,000 in cash. Referring to the Farm Deal, D'AMIANO stated that "Plan A" was "done." D'AMIANO cautioned Owner 1 not to mix "Plan A" (the Farm Deal) with "Plan

B" (the Stelton Road deal).

7. On or about August 7, 2003, during a meeting at a McDonald's referred to in paragraph 54 of Counts 1 to 4, defendant DAVID M. D'AMIANO told Owner 1 not to worry about "Plan B" (the Stelton Road Deal). D'AMIANO again indicated to Owner 1 that the Stelton Road Deal would cost Owner 1 a \$35,000 contribution and a \$35,000 cash payment by writing the numbers "35/35" on a newspaper. After Owner 1 had observed that D'AMIANO originally had told Owner 1 "25 and 25," D'AMIANO said to make it "30 and 30" (meaning a \$30,000 contribution to the SPC and a \$30,000 cash payment). Later, D'AMIANO stressed to Owner 1 that Owner 1 had to deliver the "bag" (cash) and the "envelope" (contribution check) to obtain relief on the Stelton Road Deal.

8. On or about August 11, 2003, during a conversation referred to in paragraph 55 of Counts 1 to 4, defendant DAVID M. D'AMIANO encouraged Owner 1 to make a contribution to the SPC for the August 25th event because D'AMIANO still had to take care of "the second part"--a reference to the Stelton Road Deal. D'AMIANO stated that State Official 1 was going to be at this event for three hours and Owner 1 could talk to State Official 1 all night.

9. On or about August 20, 2003, defendant DAVID M. D'AMIANO told Owner 1 that he was going to call County Officials 2 and 3 to make sure that they were at the August 25th event. D'AMIANO stated that he wanted them to see Owner 1 shake State Official 1's hand so that they would recognize that Owner 1 was

close to State Official 1. D'AMIANO stated that, if these county officials saw this, then maybe "Plan B" (the Stelton Road Deal) would be less "amalgamated." D'AMIANO advised Owner 1 to let D'AMIANO "steer the ship."

10. On or about September 5, 2003, during a conversation referred to in paragraph 57 of Counts 1 to 4, defendant DAVID M. D'AMIANO asked Owner 1 about what was going on with "Plan B." D'AMIANO indicated that whenever Owner 1 was ready to go forward with "Plan B," Owner 1 should let D'AMIANO know. On or about September 11, 2003, during a meeting referred to in paragraph 58 of Counts 1 to 4, D'AMIANO said that after the September 16th meeting on the Farm Deal, "we'll move on to" the Stelton Road Deal.

11. After the meeting on or about September 16, 2003 at the county government offices, referred to in paragraph 59 of Counts 1 to 4, defendant DAVID M. D'AMIANO indicated that the Farm Deal was all but completed. He turned back to the Stelton Road Deal, stating to Owner 1, "why don't you just go on to Plan B, and cut the bull----." Later, as the conversation was ending, D'AMIANO turned back to the Stelton Road Deal, asking, "How about 'B'?" Owner 1 replied that "A" (the Farm Deal) had to get done first.

The Attempted Extortion

12. From in or about June, 2003 to in or about September, 2003, in Middlesex County, in the District of New Jersey, and

elsewhere, defendant

DAVID M. D'AMIANO

knowingly and willfully did attempt to obstruct, delay and affect interstate commerce by extortion--that is, attempting to obtain money from Owner 1 with consent under color of official right in connection with the Stelton Road Deal.

In violation of Title 18, United States Code, Sections 1951(a) and 2.

COUNTS 8 to 11
(Mail/Wire Fraud--Scheme to Divert
Contributions from the Treasury of the SPC)

1. Paragraphs 1, 3, and 7 of Counts 1 to 4 are repeated and realleged as if set forth in full herein.

2. There was an SPC fundraising event held on or about March 28, 2003 in the Edison, New Jersey area. The ticket price for the event was \$1,000 per person and \$1,750 per couple. The SPC required payment for tickets in the form of checks to the Victory Fund, or by credit card. Defendant DAVID M. D'AMIANO sold tickets, and solicited and collected contributions for this event. Defendant DAVID M. D'AMIANO had a duty to provide honest services to the SPC and its contributors with respect to the solicitation and collection of contributions.

3. Contributors 1 to 5 were defendant DAVID M. D'AMIANO'S friends, acquaintances, and business associates.

Scheme and Artifice to Defraud SPC and Contributors

4. From in or about February, 2003 to on or about March 31, 2003, in Middlesex County, in the District of New Jersey, and elsewhere, defendant

DAVID M. D'AMIANO

and others knowingly and willfully did devise and intend to devise a scheme and artifice to defraud and to obtain money and property from the SPC and its contributors and to deprive the SPC and its contributors of D'AMIANO'S honest services as a solicitor and finance committee member, by means of materially false and

fraudulent pretenses, representations and promises.

5. The object of this scheme and artifice was for defendant DAVID M. D'AMIANO and others to divert and attempt to divert certain ticket proceeds and political contributions from the SPC and conceal material information regarding this conduct. In order to advance this object, D'AMIANO took a number actions, some of which are described below.

6. On or about March 9, 2003, DAVID M. D'AMIANO told Contributor 1 that Contributor 1 should go to the event because many prominent people would be there and one never knew what they could do for Contributor 1. In this regard, D'AMIANO further told Contributor 1 that "my buddy helps me out. That's all I can tell you. . . . I am as tight with him as I am with you." D'AMIANO told Contributor 1 that D'AMIANO'S buddy had done a lot for D'AMIANO, but that D'AMIANO could not go into detail on the telephone. On or about March 13, 2003, over the telephone at approximately 7:56 p.m., D'AMIANO solicited Contributor 1 and another person to come to the event for a reduced price of \$500.

7. On or about March 11, 2003, defendant DAVID M. D'AMIANO told Contributor 2 that he had mailed Contributor 2 an invitation to the event. In response to Contributor 2 informing D'AMIANO that Contributor 2 had already sent in a \$1,000 contribution, D'AMIANO told Contributor 2 that Contributor 2 should have sent in the money through D'AMIANO and that Contributor 2 should call the SPC to state that Contributor 2 got the ticket from D'AMIANO.

8. On or about March 13, 2003, defendant DAVID M. D'AMIANO

told the Coschemer that he had persuaded Contributor 2 to buy another ticket for \$500 cash and that the cash would be given to the Coschemer. About 20 minutes later, the Coschemer advised D'AMIANO that the Coschemer had received a blank check for \$500 from Contributor 2. D'AMIANO instructed the Coschemer to make the check out to cash and to explain this to Contributor 2 by saying that the check had to go to SPC officials. (This was contrary to the instructions on the SPC reply card accompanying tickets to the fundraising event, stating that the SPC was seeking payment by checks payable to the Victory Fund, or by credit card). On or about March 14, 2003, D'AMIANO caused this \$500 check to be deposited into his personal bank account.

9. On or about March 14, 2003, defendant DAVID M. D'AMIANO continued to solicit Contributor 1 to attend the event. In one telephone call, D'AMIANO said that it would cost \$500 in cash for Contributor 1 and another to attend. In a second call minutes later, Contributor 1 said that they were going to the event and D'AMIANO told Contributor 1 that the price was \$500 in cash.

10. On or about March 19, 2003, defendant DAVID M. D'AMIANO told Contributor 1 to make out a check payable to cash, not to the Victory Fund, because if Contributor 1 wrote a check to the Victory Fund, then Contributor 1 would have to pay the full amount of \$1,750. D'AMIANO told Contributor 1 that an SPC official had sold 10 or 20 tickets on the side and that this official was making some money. D'AMIANO further told Contributor 1 that this money was not going to D'AMIANO.

11. On or about March 22, 2003, defendant DAVID M. D'AMIANO solicited Contributor 3 to attend the event. D'AMIANO stated that the tickets cost \$1,700 per couple. D'AMIANO told Contributor 3 that, as a result of D'AMIANO'S "hook" with an SPC official, D'AMIANO could sell two tickets to the event for \$500 cash or a check to cash. To induce Contributor 3 to pay, D'AMIANO suggested that state government officials could be helpful to Contributor 3.

12. On or about March 22, 2003, defendant DAVID M. D'AMIANO told Owner 1 that Owner 1 could buy two tickets to the event for \$500 cash. D'AMIANO said that he would have State Official 1 come over to Owner 1 and put State Official 1's arm around Owner 1 while County Official 1 was watching. Earlier, in or about late February, 2003, an event invitation had been mailed to Owner 1.

13. On or about March 27, 2003, defendant DAVID M. D'AMIANO solicited Contributor 4 to attend the event for a reduced cash price. D'AMIANO also told Contributor 4 that accepting cash for tickets could cause one to be thrown right off of the SPC's finance committee and that, if that occurred, he would lose his direct access to State Official 1. D'AMIANO also explained that he was on the SPC's executive finance committee, making him the "cream of the crop."

14. On or about March 27, 2003, defendant DAVID M. D'AMIANO told Contributor 5 that for \$200 cash D'AMIANO could get Contributor 5 into the event. D'AMIANO instructed Contributor 5

to drop the money off because D'AMIANO had to get it to his SPC contact right away.

15. On or about March 28, 2003, defendant DAVID M. D'AMIANO obtained a \$500 check payable to cash from Contributor 1. On or about March 29, 2003, D'AMIANO caused this check to be deposited into his personal bank account.

16. In or on or about the dates listed below, in the District of New Jersey, and elsewhere, for the purpose of executing and attempting to execute the scheme and artifice to defraud and for obtaining money and property by means of materially false pretenses, representations and promises, defendant

DAVID M. D'AMIANO

and others, knowingly and willfully placed and caused to be placed in a post office and authorized depository for mail, caused to be delivered thereon, and took and received therefrom, certain mail matter, to be delivered by the United States Postal Service, and transmitted and caused to be transmitted in interstate commerce by means of a wire communication certain signs, signals and sounds, as described below:

COUNT	DATE	MAILING/WIRE
8	late February, 2003	mailing of invitation to Owner 1
9	March, 2003	mailing of invitation to Contributor 1
10	early March, 2003	mailing of invitation to Contributor 2

11	March 13, 2003, 7:56 p.m.	Interstate telephone communication between D'AMIANO in New Jersey and Contributor 1 in New York
----	------------------------------	--

In violation of Title 18, United States Code, Sections 1341,
1343, 1346 and 2.

A TRUE BILL

FOREPERSON

CHRISTOPHER J. CHRISTIE
UNITED STATES ATTORNEY