
UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA

v.

BRYANT VENEGAS

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CRIMINAL COMPLAINT

Mag. No. 12-6543 (JAD)

I, the undersigned complainant, being duly sworn, state that the following is true and correct to the best of my knowledge and belief:

From in or about March 2007 to in or about July 2011, in Hudson and Passaic Counties, in the District of New Jersey, and elsewhere, defendant

BRYANT VENEGAS

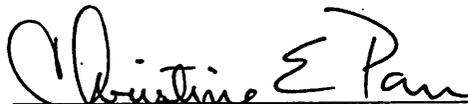
did knowingly and corruptly agree to give a thing of value to an agent of a local government, with the intent to influence and reward an agent of a local government, in connection with a business, transaction and series of transactions of such government involving a thing of value of \$5,000 and more.

In violation of Title 18, United States Code, Section 666(a)(2) and Section 2.

I further state that I am a Special Agent with the Federal Bureau of Investigation and that this complaint is based on the following facts:

SEE ATTACHMENT A

continued on the attached page and made a part hereof.



Christine E. Parr
Special Agent
Federal Bureau of Investigation

Sworn to before me and subscribed in my presence,
March 14, 2012, at Newark, New Jersey



HONORABLE JOSEPH A. DICKSON
UNITED STATES MAGISTRATE JUDGE

ATTACHMENT A

1. I, Christine E. Parr, am a Special Agent of the Federal Bureau of Investigation ("FBI"). I am fully familiar with the facts set forth herein based on my personal observations, a review of documentary evidence, information obtained from various federal agents and witnesses and recorded communications. Because this affidavit is being submitted for the limited purpose of establishing probable cause to believe that the specified offense has been committed, I have not included every detail of every aspect of the investigation. When I refer to communications by others, their communications are related in substance and in part, unless otherwise indicated. Further, all meetings and conversations were recorded unless otherwise indicated.

BACKGROUND

2. At all times relevant to this complaint:

(a) Defendant BRYANT VENEGAS ("defendant VENEGAS") was a contractor who had worked on construction projects in Union City, New Jersey.

(b) There was a witness who was cooperating with the federal authorities ("CW1") who pled guilty in or about 2011, in a matter not related to the matter detailed herein, to knowingly and corruptly offering and agreeing to give cash payments to a certain local government official with the intent to influence and reward that official in violation of Title 18, United States Code, Section 666(a)(2) and Section 2.

(c) The City of Union City, New Jersey was a local government that received federal assistance in excess of \$10,000 each year beginning January 1, 2007 through December 31, 2011.

(d) There was a certain Union City government employee who was a supervisory level employee ("the Union City Official") and who was known to defendant VENEGAS.

SUMMARY OF DETAILS

3. Between in or about October 2007 and November 2008, defendant VENEGAS and CW1 met intermittently and discussed the following matters:

(a) Defendant VENEGAS was informed by CW1 that CW1's cousin in Florida was interested in purchasing a 25' by 100' lot in Union City and wanted to construct a 5 unit building with 7 parking spaces. (Three units would have been the normal amount of units for a lot of that size).

(b) Defendant VENEGAS informed CW1 that Union City government approval for such construction of a 5 unit building would cost \$35,000. Defendant VENEGAS further informed CW1 that \$20,000 in cash would need to be paid by CW1 before CW1 applied for the project, and the balance would need to be paid afterwards.

(c) Defendant VENEGAS further informed CW1 that defendant VENEGAS would introduce CW1 to members of the Union City Zoning Board of Adjustment ("the Board"), but that "[i]f you want to meet the guy . . . [meaning one of defendant VENEGAS's contacts], you don't say that we talked about things."

(d) Defendant VENEGAS further informed CW1 that the Union City Official would be responsible for contacting other Union City employees who would be in positions to assist CW1.

(e) Defendant VENEGAS advised CW1 that he could obtain the approval to build a 5 unit building on a lot where only 3 units normally would be permitted. Further, according to VENEGAS, money would have to be paid to Union City officials.

4. Between in or about January 2009 and in or about July 2009, defendant VENEGAS continued to meet intermittently with CW1 and told CW1 that the Union City Official had said that there would be no problems in connection with CW1 obtaining Union City government approvals for CW1's proposed development. During a meeting in or about July 2009, defendant VENEGAS was informed by CW1 of CW1's cousin's interest in a particular parcel of property located in Union City ("the Union City Property"), if CW1 could obtain approval to construct an 8-unit building on that property. Defendant VENEGAS was further informed by CW1 that the property had been approved for 8 units in or about 2004, which approval had expired in or about 2009.

5. During a subsequent telephone conversation on or about July 23, 2009, defendant VENEGAS was informed by CW1 that CW1 wanted to get moving with the Union City Property. Defendant

VENEGAS, however, indicated that he was hesitant in light of the FBI "raids" that had occurred that day. (On or about July 23, 2009, federal law enforcement agents arrested approximately 44 individuals in an investigation into public corruption and money laundering, including some individuals who worked in Union City). Defendant VENEGAS continued: "I'm going to try and give [his contact] a call and see if I can get a hold of him." Defendant VENEGAS further observed to CW1: "It's kind a like a wrong time to kind a talk about that shit."

6. On or about January 12, 2010, during a meeting in Newark, New Jersey, defendant VENEGAS told CW1 that the project at the Union City Property would be approved as long as defendant VENEGAS was doing the construction. Further, defendant VENEGAS told CW1 that CW1 should not need to pay more than \$25,000 for Union City government approval of the project. Defendant VENEGAS also expressed concerns that CW1 might have been recording this conversation for the FBI.

7. In a meeting on or about March 27, 2010, defendant VENEGAS stated that the cost for approval of the project by Union City government would be between \$15,000 and \$20,000. Defendant VENEGAS again expressed concern over whether CW1 was recording their conversation, asking: "You don't have no wires on you?"

8. In a meeting on or about August 4, 2010, defendant VENEGAS stated that CW1 should give him \$5,000 so that he could disburse it to the people who needed to receive money in connection with the approval of the development of the Union City Property. Defendant VENEGAS also stated during the meeting that the approval by Union City government would cost approximately \$20,000. Defendant VENEGAS stated that CW1 would not have to pay until the project was "guaranteed." Defendant VENEGAS further stated that he felt it was "a little fishy because you been working in town for the same length of time as I have . . . and you know the same people that I know." Defendant VENEGAS continued, "you gotta remember that a lot of people are trying to cause damage . . . sometimes I feel cause you mentioned a couple of things on the phone that there's some type of like, like you're trying to get some gold to set somebody up." Later in the conversation defendant VENEGAS explained to CW1 that "you're not going to pay shit until it gets guaranteed." Defendant VENEGAS continued, "but if it gets guaranteed and then your cousin doesn't get the money now there's a problem or if it does get guaranteed and something happens and then the feds roll up and fuckin' eyyyy, you know, and then now there's a problem." Defendant VENEGAS went on to say, "If somebody says hey listen you gonna do ten years in jail, I'll fuckin', whoever the fuck

set me up, I'll kill 'em cause . . . I've been there. I'm never doing that shit ever again in my life. I have nothing to lose cause ten years to me is the same shit as twenty-five years or my whole life. So, I'll fuckin' go and I'll fuckin', whoever the fuck set me up, I'm gonna fuckin' kill 'em and I'll put one in his dome and have absolutely no problem doing that whatsoever."

9. During a meeting on or about January 11, 2011, defendant VENEGAS was informed by CW1 that the application for the Union City Property was about to be submitted to the Board, but that CW1 wanted to ensure that the project would be approved. Referring to his agreement with CW1 to give payments to influence and reward Union City government officials, defendant VENEGAS told CW1, "I need loot and I need to distribute the loot. It's going to take me like a month to get the loot out because before I put money in anybody's hand they gotta trust me Try and see what you can get, 5 to 10 grand, start lubricating everybody, all the trails, I start lubricating all the trails"

10. On February 25, 2011, defendant VENEGAS and CW1 met in Clifton, New Jersey. At the meeting, defendant VENEGAS accepted \$2,000 in cash from CW1 that had been provided to CW1 by the FBI. CW1 reported to FBI agents that defendant VENEGAS said that the money would be payed to a certain individual who had a friend on the Board.

11. On or about April 6, 2011, defendant VENEGAS and CW1 exchanged text messages in which defendant VENEGAS wrote that CW1's attorney, who was preparing the application to be presented to the Board, needed to make a copy of the application and should "talk to [a certain Union City official]," who would "make the call to see when it can be posted." Referring to the contemplated corrupt payments, defendant VENEGAS also advised CW1: "Keep in mind you havent [sic] lubricated any of your channels yet."

12. On or about April 8, 2011, defendant VENEGAS stated in a telephone conversation with CW1 that he had "to make phone calls, go down to City Hall, talk to [another Union City official]." Defendant Venegas further stated that he would need more money, approximately forty-five days prior to "the date," referring to the day the Board would review CW1's application.

13. On or about April 26, 2011, defendant VENEGAS engaged in a telephone conversation with CW1 in which defendant VENEGAS agreed that CW1 could attend the meetings that defendant VENEGAS

was setting up with certain Union City officials, and give money to defendant VENEGAS to pass along to defendant VENEGAS' contacts in Union City government.

14. On or about May 6, 2011, defendant VENEGAS, the Union City Official and CW1 met defendant VENEGAS at a restaurant in Clifton, New Jersey. Defendant VENEGAS, the Union City Official and CW1 discussed the project at the Union City Property. After lunch, defendant VENEGAS and the Union City Official went outside to the parking lot, and CW1 remained in the restaurant. Defendant VENEGAS returned afterwards to talk with CW1. Defendant VENEGAS and CW1 then went to the parking lot where defendant VENEGAS accepted \$2,000 in cash from CW1. Defendant VENEGAS stated that he intended to give the Union City Official the \$2,000 after the meeting, and that the Union City Official would be referred to as the "Excavator" by defendant VENEGAS. Defendant VENEGAS also stated that he would give another \$8,000 to "him," meaning the Union City Official. Defendant VENEGAS further stated that CW1 would not be able to give money directly to the Union City Official. Defendant VENEGAS also stated that another "guy" wanted \$2,000.

15. In a telephone conversation on or about May 9, 2011, defendant VENEGAS told CW1 that CW1 should pay a total of \$11,000 on or about May 13, 2011, in connection with the application to the Board. During the conversation, defendant VENEGAS used the code word "letters" to refer to \$1,000 increments of the anticipated corrupt payment, and used the code words "Excavator," "Framer" and "Electrician" to refer to the persons to be paid the money from CW1 through defendant VENEGAS. Defendant VENEGAS indicated that \$5,000 would go to the "Excavator," and \$3,000 each to the "Framer" and "Electrician." Defendant VENEGAS also suggested that CW1 ask CW1's cousin for \$15,000 to fund the \$11,000 payment and that defendant VENEGAS and CW1 then would split the money above the \$11,000 amount.

16. On or about May 16, 2011, defendant VENEGAS met CW1 at a location in North Bergen, New Jersey. Defendant VENEGAS accepted \$5,000 in cash from CW1 (a portion of the contemplated \$11,000 payment) to give to the Union City Official. Defendant VENEGAS also stated during the meeting that he intended to purchase rims and tires for the Union City Official's automobile.

17. On or about May 17, 2011, CW1 asked defendant VENEGAS if he "gave him the rest of the stuff," meaning, did defendant VENEGAS give the Union City Official whatever remained of the \$5,000 after purchasing the rims and tires. Defendant VENEGAS

stated: "I gave him the rest of the stuff." Defendant VENEGAS then asked CW1 when CW1 would pay the remainder of the money, and pressured CW1 to pay the remainder on the next Friday because "I got one more envelope left . . . I was planning on giving that to the other . . . dude," meaning someone other than the Union City Official.

18. On or about June 20, 2011, defendant VENEGAS denied to law enforcement agents that he paid any of the cash to any Union City official, or that he had intended to make such payments, despite his statements made to CW1 during the above recorded communications.