

USA020090920/CJG

UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA : Hon. Jose L. Linares, U.S.D.J.  
 :  
 v. : Crim. No. 09-759 (JLL)  
 :  
 LOUIS MANZO and : 18 U.S.C. §§ 981(a)(1)(C),  
 RONALD MANZO : 1341, 1951(a), 1952(a)(3)  
 : and § 2; 28 U.S.C. § 2461

S U P E R S E D I N G I N D I C T M E N T

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

COUNT 1

Conspiracy to Commit Extortion Under Color of Official Right

Defendants and Others

1. At all times relevant to Count 1 of this Superseding Indictment:
  - a. Defendant LOUIS MANZO was a candidate for the position of Mayor of Jersey City, New Jersey, in an election that was held on or about May 12, 2009, and in which he did not prevail. Defendant LOUIS MANZO had previously served in the New Jersey General Assembly from in or about 2004 to in or about 2008, where he represented the 31<sup>st</sup> Legislative District, which included parts of Jersey City. Defendant LOUIS MANZO also served on the Hudson County Board of Chosen Freeholders from in or about 1990 to in or about 1993.

b. Defendant RONALD MANZO was defendant LOUIS MANZO's brother, confidant, campaign manager and political advisor.

c. There was a cooperating witness (hereinafter "the CW") who, at the direction of the Federal Bureau of Investigation ("FBI"), held himself out as a real estate developer interested in development in the greater Jersey City area. The CW represented that the CW did business in numerous states, including New York and New Jersey, and that the CW paid for goods and services in interstate commerce.

d. Edward Cheatam (hereinafter "Cheatam") was the affirmative action officer for Hudson County and a Commissioner on the Jersey City Housing Authority in Jersey City. At certain times relevant to this Superseding Indictment, Cheatam also served as the Vice-President of the Jersey City Board of Education. From in or about December 2008 to in or about July 2009, Cheatam accepted a series of corrupt payments from the CW in exchange for, among other things: (i) exercising and agreeing to exercise Cheatam's official influence as a Jersey City official in the CW's favor; and (ii) facilitating introductions and corrupt payments to public officials and candidates for office, who themselves were willing to accept corrupt payments in exchange for exercising their official influence in favor of the CW's development projects.

e. Maher Khalil (hereinafter "Khalil") was an employee of the Jersey City Department of Health and Human Services, and a former member of the Jersey City Zoning Board of Adjustment. From in or about March 2008 to in or about July 2009, Khalil accepted a series of corrupt payments from the CW in exchange for, among other things: (i) assisting the CW with development-related matters before Jersey City municipal government; and (ii) facilitating introductions and corrupt payments to public officials and candidates for office, who themselves were willing to accept corrupt payments in exchange for exercising their official influence in favor of the CW's development projects.

f. There was an individual (hereinafter "the Consultant"), now deceased, who owned and operated a consulting firm based in Jersey City, and was an associate of defendants LOUIS MANZO and RONALD MANZO.

**The Conspiracy**

2. From in or about January 2009 to in or about April 2009, in Hudson County, in the District of New Jersey and elsewhere, defendants

LOUIS MANZO  
and  
RONALD MANZO

did knowingly and willfully conspire and agree with Cheatam, the Consultant, each other and with others to obstruct, delay and

affect interstate commerce by extortion under color of official right - that is, by obtaining corrupt cash payments and illicit political contributions that were paid and to be paid by another, with that person's consent, in exchange for exercising and agreeing to exercise defendant LOUIS MANZO's future official assistance, action and influence in Jersey City government matters.

3. It was the object of the conspiracy that defendant LOUIS MANZO, defendant RONALD MANZO, Cheatam, the Consultant and others solicited, accepted and agreed to accept corrupt cash payments and illicit political contributions from the CW in exchange for defendant LOUIS MANZO's future official assistance, action and influence in Jersey City government matters.

4. It was part of the conspiracy that defendants LOUIS MANZO and RONALD MANZO accepted approximately \$27,500 cash from the CW, and agreed to accept an additional \$7,500 cash, in exchange for defendant LOUIS MANZO's official assistance, upon being elected mayor.

5. It was further part of the conspiracy that defendants LOUIS MANZO and RONALD MANZO, Cheatam, the Consultant and others purported to use corrupt cash payments received from the CW to fund the election campaign and otherwise support the election of defendant LOUIS MANZO and others.

6. It was further part of the conspiracy that in return for the corrupt cash payments and illicit political contributions obtained, and to be obtained, from the CW, defendants LOUIS MANZO and RONALD MANZO agreed to use defendant LOUIS MANZO's official influence and assistance, upon being elected as Mayor of Jersey City, to: (i) obtain certain development approvals on the CW's behalf in relation to a property located on Garfield Avenue in Jersey City (hereinafter the "Garfield Development") and elsewhere; and (ii) promote Khalil to a higher position within Jersey City government (hereinafter "the Promotion Transaction").

7. To further the conspiracy and effect its objects, defendants LOUIS MANZO, RONALD MANZO, Cheatam and the Consultant engaged in the following activities (during, among other times, conversations recorded by law enforcement authorities), among others, in the District of New Jersey and elsewhere:

a. On or about January 26, 2009, Cheatam and Khalil met the CW at a restaurant in Weehawken, New Jersey. During the meeting, Khalil suggested that the CW meet with defendant LOUIS MANZO in connection with approvals for the CW's purported real estate development in Jersey City. Cheatam advised that, by meeting defendant LOUIS MANZO, the CW could "cover" the CW's development interests in the upcoming mayoral election should defendant LOUIS MANZO be elected Jersey City Mayor. Cheatam cautioned that such a meeting had to occur outside of Jersey City

since Cheatam, among others, could not openly support defendant LOUIS MANZO's mayoral candidacy.

b. On or about February 16, 2009, Cheatam and the CW met at a restaurant in Jersey City. During the meeting, Cheatam and the CW discussed paying, among others, defendant LOUIS MANZO "cash" in exchange for defendant LOUIS MANZO's contemplated official assistance with the CW's purported development projects in Jersey City. In this regard, Cheatam and the CW discussed meeting defendant LOUIS MANZO outside of Jersey City at a later date.

c. On or about February 17, 2009, Cheatam and the Consultant met the CW at a restaurant in Jersey City. At the meeting, the parties continued to discuss the CW's purported development interests in Jersey City and elsewhere. The Consultant stated that he could arrange a meeting with defendant LOUIS MANZO since such a meeting would constitute "insurance" for the CW's development interests in the event that defendant LOUIS MANZO was elected mayor. The Consultant further stated that the "main thing would be taking care of the mayoral candidates," and agreed with Cheatam that the CW could pay cash to defendant LOUIS MANZO for his anticipated official assistance. The Consultant and Cheatam then agreed to accept for themselves an equal amount in cash from the CW as the CW paid to, among others, defendant LOUIS MANZO.

February 23, 2009 Meeting

d. On or about February 23, 2009, defendant LOUIS MANZO, defendant RONALD MANZO, Cheatam and the CW met at a restaurant in Staten Island, New York. During the meeting, Cheatam explained to defendants LOUIS MANZO and RONALD MANZO that Cheatam and the CW were meeting with defendants LOUIS MANZO and RONALD MANZO so that they would be "favorable" towards the CW's plans for the Garfield Development. To that end, Cheatam explained that the CW would make some contributions to defendant LOUIS MANZO's mayoral campaign. Defendant LOUIS MANZO was then further advised by the CW that the CW, in return, was seeking expedited development "approvals." Defendants LOUIS MANZO and RONALD MANZO both affirmed that they understood the official influence and assistance that the CW was seeking, and defendant RONALD MANZO subsequently reassured the CW that defendants LOUIS MANZO and RONALD MANZO and others could assist the CW in obtaining the development approvals. In that regard, defendant RONALD MANZO indicated that, if defendant LOUIS MANZO won the mayoral election, there "shouldn't be any problems" in assisting the CW with the CW's development interests.

e. After defendants LOUIS MANZO and RONALD MANZO left this meeting, Cheatam confirmed that the CW should bring \$10,000 cash for defendant LOUIS MANZO at the next meeting, to be paid through defendant RONALD MANZO. Cheatam reassured the CW that,

in exchange, defendant LOUIS MANZO would assist the CW in obtaining the discussed development approvals upon his election as Jersey City Mayor.

February 25, 2009 Meeting & \$10,000 Payment

f. On or about February 25, 2009, defendant RONALD MANZO, Cheatam and the CW met at a restaurant in Staten Island, New York. Before defendant RONALD MANZO arrived at the meeting, Cheatam reiterated to the CW that defendant RONALD MANZO was "okay with the cash." Cheatam stated to the CW that defendant LOUIS MANZO "knows how to operate" and directed the CW to provide the cash payment to Cheatam, so that Cheatam could pass the cash payment to defendant RONALD MANZO. Cheatam agreed that he would provide the cash to defendant RONALD MANZO in exchange for defendant LOUIS MANZO's official assistance with "approvals" for the CW at the Garfield Development and other real estate projects in Jersey City.

g. After defendant RONALD MANZO arrived at the meeting, the CW indicated that the CW was willing to make cash contributions to defendant LOUIS MANZO, but the CW wanted to "come first in line," did not want to be treated "like every other developer" in Jersey City, and wanted to be able to provide development plans to Jersey City government officials and demand "approvals." Defendant RONALD MANZO ["RM"], Cheatam ["EC"] and the CW further discussed the need to conceal the CW's



contemplated cash payments and instructed the CW to refrain from openly discussing payment matters with defendant LOUIS MANZO:

CW: That's why I like coming in and doing the right thing by the guys, you know, whatever it costs me it doesn't make a difference, you know, one hand washes the next, I'm a business guy -

RM: Right.

CW: - and that's it. The only thing I wanna be careful of on the reporting, you're not gonna write, you know, there's no reporting, because I told you, I'm the Green Party, right?

EC: Right.

CW: I'm the cash party. I don't want any conflicts, you know.

RM: Here's what I - [Cheatam] explained, I would wanna uh, that's between you and [Cheatam].

CW: Okay.

RM: Uh, all I would do is give a, ah, nod on that stuff.

CW: Okay, fine. That's good, okay.

RM: Just so you know that's, I can't get my brother involved in that -

CW: No, no, no, I'm not asking.

EC: [Defendant RONALD MANZO] can be involved and nobody else.

RM: I don't want you to even, you know, there wouldn't be any discussions other than that.

CW: Okay, fine. Everything stays between us. We keep our mouth shut, of course. But I don't wanna have any, you know, election things, and this and that -

RM: Yeah, well -

CW: - because the minute I [U/I] ahh, this guy gave ten grand, ahh I don't need that.

RM: Right. Right.

CW: I wanna be below the radar.

RM: Right.

h. During this same conversation, defendant RONALD MANZO, Cheatam and the CW continued to discuss the need to conceal their corrupt agreement. Agreeing to act as middlemen as part of the scheme to pay defendant LOUIS MANZO in exchange for official influence and action in favor of the CW, defendant RONALD MANZO and Cheatam discussed the following with the CW:

RM: So in going ahh forward, uh with our ahh, how it's gonna work -

CW: Venture.

RM: - you know that ahh, you and [Cheatam] will do that. It's just that, you know, a level I don't wanna get involved in ahh discussions on that, I think -

EC: We, we -

CW: That's fine. No, no, we don't talk. We're not idiots. We're not morons. Everything's under the radar. We shut up. We don't talk, come on.

EC: Nah, nah. We wouldn't do that.

CW: Yeah, I'll give him that envelope and then you'll do what you gotta do between you. Not my business.

RM: All right. All right.

i. As the meeting continued, defendant RONALD MANZO agreed that the Promotion Transaction constituted a "separate deal" that would involve a separate cash payment from the CW in

exchange for defendant LOUIS MANZO's anticipated official action as Jersey City Mayor. Defendant RONALD MANZO also touted the special influence he had with defendant LOUIS MANZO, and further directed the CW to use a "code word" when discussing development approvals with defendant LOUIS MANZO:

- RM: You can't get closer than sitting with the candidate's brother.
- EC: Mmm-hmm.
- RM: And this is my story, if, I mean there's other, we have campaign managers, have uh -
- CW: They come and go.
- RM: - you know, whatever.
- EC: Fall out of favor and everything else.
- RM: I hope, I don't think I'll fall out of favor with my brother -
- EC: No.
- RM: - but if even if I did there's gonna be somebody else who's gonna fall out faster than me.
- CW: Yeah, I know, campaign guys come and go. I like sitting with the real McCoy or something as close. You're probably the real guy 'cause you're the guy that's running the show.
- RM: Well, [Cheatam] would say, [Cheatam] would tell you about, you know, about being a real guy, but the thing is, you know, candidates can't have discussions regarding -
- CW: Directly.
- EC: Mmm-hmm. Right.
- CW: Approvals and stuff like that.

RM: [Nodding] They can, you can, the word that you can use, if you're sitting down, would be "opportunities." Just use that word and -

CW: Yeah, when we with with, uh, Louie [LOUIS MANZO], we'll use "opportunities."

RM: "Opportunities," that's all.

CW: That's the code word, but with you, that means I can talk openly.

EC: Yeah, but -

CW: Yeah, [Cheatam] said, you know, lay it straight out, tell 'em you understand.

RM: So um, now I had to -

CW: As long as I don't get jerked around when we go in for our approvals I'm happy. Get in, get out.

j. At the end of this meeting in the restaurant parking lot, Cheatam, in defendant RONALD MANZO's presence, accepted an envelope containing approximately \$10,000 cash from the CW. As Cheatam accepted the envelope from the CW, defendant RONALD MANZO was advised by the CW that the CW was making an "investment" in defendants LOUIS MANZO and RONALD MANZO in exchange for the CW's development approvals. In response, defendant RONALD MANZO stated that he "didn't see" Cheatam accept the envelope from the CW and further agreed to conceal his knowledge of the payment made to Cheatam when the CW related to defendant RONALD MANZO, "you don't know nothing."

k. After the meeting with defendant RONALD MANZO, Cheatam told the CW that defendant RONALD MANZO was "happy" with

the \$10,000 payment and reiterated that, when speaking with defendant LOUIS MANZO, the CW should utilize a "code word" for the development approvals sought by the CW. Cheatam reassured the CW that defendant LOUIS MANZO understood that the CW's payment was in exchange for defendant LOUIS MANZO's contemplated official assistance as Mayor of Jersey City. Additionally, Cheatam stated that Cheatam had spoken with defendants LOUIS MANZO and RONALD MANZO, and that they indicated that they wanted \$15,000 in exchange for: (a) defendant LOUIS MANZO's official assistance with the CW's real estate development interests; and (b) defendant LOUIS MANZO's agreement in connection with the Promotion Transaction.

March 4, 2009 Meeting

1. On or about March 4, 2009, defendant LOUIS MANZO, defendant RONALD MANZO, Cheatam and the CW met at a restaurant in Staten Island, New York. Before defendants LOUIS MANZO and RONALD MANZO arrived, Cheatam confirmed with the CW that defendant RONALD MANZO received the \$10,000 payment referenced in Paragraphs 7(j-k). Cheatam also indicated that defendants LOUIS and RONALD MANZO would accept \$7,500 cash in exchange for defendant LOUIS MANZO's official support of the Promotion Transaction, with an additional \$7,500 cash to be paid after defendant LOUIS MANZO was elected. Once defendants LOUIS and RONALD MANZO arrived, the parties discussed the corrupt agreement

and the CW's development interests. Defendant LOUIS MANZO confirmed his receipt of the \$10,000 payment, and further agreed to accept more money from the CW, at a later date, including after the mayoral election, in exchange for the Promotion Transaction and "approvals" relating to real estate developments. In this regard, defendant LOUIS MANZO ["LM"] had the following conversation with the CW:

RM: [The CW] moves very quickly.

CW: I got to, man. Boom, boom.

RM: I hope those projects move quickly too.

CW: With you and your brother's help, I know I have no issues.

LM: Where, where -

CW: It's a two-way street.

LM: Where's your office?

CW: I'm in New York, in uh, financial district. Uh, I was telling your brother, I'll meet him in a few days.

LM: Okay.

CW: And I'll do something on account of that uh, Khalil thing.

LM: Okay.

CW: And uh, you know.

LM: Okay.

CW: You got that thing that I gave to [Cheatam] already, right?

LM: Yes. Yes, I did.

CW: That was the first, that's just -

LM: Yep, okay.

CW: Yeah, you got that and then I'll do with [Khalil], and you can count on me for more, you know -

LM: I appreciate it.

CW: - as things progress, I'll be your man.

LM: I appreciate it.

CW: You won't have any problems. I know I can count on you for my uh -

LM: Yes.

CW: - opportunities. You know, approvals.

LM: Yes.

CW: And uh, you'll have nothing to worry about. I'm a generous guy, I do the right thing.

LM: I appreciate it.

m. As the conversation continued, defendant LOUIS MANZO continued to speak with the CW regarding the Promotion Transaction, as follows:

CW: So I'll see your brother in, uh -

LM: Yes.

CW: - the next couple of days, I'll see what my schedule is.

LM: Right. I appreciate it.

CW: And I'll do on that Khalil, you know, and Khalil's a good guy, he won't uh -

LM: Okay.

CW: Oh no, he'll, he won't disappoint ya when you make him the -

LM: Yeah, he's gotta keep his head below the radar too.

CW: Because right now he's assistant.

LM: Yeah.

CW: Uh, but he wants to become obviously director.

LM: Yeah, I know.

n. At the conclusion of the meeting, defendant RONALD MANZO confirmed defendants LOUIS MANZO's and RONALD MANZO's receipt of the \$10,000 payment, and reiterated the need for defendant RONALD MANZO to serve as a "buffer" for defendant LOUIS MANZO. Defendant RONALD MANZO further agreed to accept an initial payment of \$7,500 for the Promotion Transaction, and additional payments for defendant LOUIS MANZO's official assistance and support in garnering development approvals for the Garfield Development:

CW: Good to see you, Ron. So everything was okay with that thing I gave to [Cheatam], right?

RM: Yes. Yeah.

CW: That [envelope]. Maybe I'll meet you again if, you know, I don't know -

RM: Okay.

CW: - what your schedule is like. I'll give uh through [Cheatam], uh, I'll give him seventy-five hundred on account, he told you, right?

RM: Yes.

CW: - for me, for Khalil's thing and then as election -



RM: Okay.

CW: - after the thing, you know, I'll give you the balance. And then as the election progresses -

RM: Okay.

CW: - you can count on me.

RM: Okay, good.

CW: And then, you know, your brother, no problem.

RM: Right.

CW: He told me I could count on him for approvals, for development and everything.

RM: Yeah and I, he can't have -

CW: Yeah I know, I appreciate the buffer, don't want to be, I don't wanna do anything stupid.

RM: Right. Yeah.

March 5, 2009 Meeting & \$7,500 Payment

o. On or about March 5, 2009, defendant RONALD MANZO met Cheatam and the CW at a restaurant in Staten Island, New York. During the meeting, defendant RONALD MANZO reassured the CW that defendants LOUIS MANZO and RONALD MANZO were "on the team," with respect to defendant LOUIS MANZO's exercising official influence, action and assistance in future Jersey City government matters in the CW's favor regarding development approvals. The CW informed defendant RONALD MANZO and Cheatam that the CW had spoken to Khalil and that the CW had told Khalil that, after the election, Khalil would be promoted within Jersey City government. Seeking to ensure that the corrupt arrangement

was kept secret, defendant RONALD MANZO replied, "Yeah, just don't tell [Khalil] anything now."

p. At the end of this meeting, defendant RONALD MANZO, Cheatam and the CW walked outside to the restaurant parking lot. There, at defendant RONALD MANZO's direction and in defendant RONALD MANZO's presence, Cheatam accepted an envelope containing \$7,500 in cash from the CW. Concurrently, the CW asked defendant RONALD MANZO, in return, to "make sure my man [Khalil] is taken care of," to which defendant RONALD MANZO replied in the affirmative. Defendant RONALD MANZO and Cheatam were further informed by the CW that the \$7,500 payment constituted half of the \$15,000 payment, and that the remaining \$7,500 balance would be paid after Khalil's promotion, to which defendant RONALD MANZO replied "right."

March 5, 2009 Telephone Conversation with Cheatam

q. On or about March 5, 2009, after the meeting referenced in Paragraphs 7(o-p), Cheatam spoke with the CW on the telephone. During the conversation, Cheatam confirmed that Cheatam had given the \$7,500 to defendant RONALD MANZO, and stated that defendant RONALD MANZO was "tickled pink" with this payment for defendant LOUIS MANZO. Cheatam further related that defendant RONALD MANZO stated that, once defendant LOUIS MANZO was elected, it was "carte blanche all the way" and that there was "no problem" with respect to Khalil's obtaining a promotion

to a higher position within Jersey City municipal government.

April 23, 2009 Meeting & \$10,000 Payment

r. On or about April 23, 2009, defendant RONALD MANZO met the Consultant, Cheatam and the CW at a restaurant in Bayonne, New Jersey. During the meeting, the parties continued to discuss defendant LOUIS MANZO's and defendant RONALD MANZO's corrupt arrangement. Defendant RONALD MANZO was advised by the CW that the CW intended to submit an application for zoning approval on the Garfield Development shortly after the election, in July 2009. The CW further stated that the CW wanted to ensure that the CW had "[defendant RONALD MANZO's] support, you know, your brother's support, and you guys can have things expedited. Don't put me on the bottom of that pile." Consistent with the corrupt arrangement and indicating support for the CW, defendant RONALD MANZO repeatedly nodded in the affirmative.

s. At one point during the meeting, defendant RONALD MANZO spoke privately with the CW. During this conversation, defendant RONALD MANZO was informed by the CW that the CW would provide another cash payment to Cheatam for the benefit of defendant LOUIS MANZO. Defendant RONALD MANZO, in turn, confirmed that the CW would receive expedited development approvals in exchange for such payments. While winking at the CW, defendant RONALD MANZO added that defendant LOUIS MANZO's anticipated official assistance in this endeavor would constitute

"good government." Defendant RONALD MANZO ["RM"] thereafter agreed to accept an additional \$10,000 cash payment from the CW, after the mayoral election, to be passed on to defendant LOUIS MANZO in exchange for defendant LOUIS MANZO's official action and influence. In this regard, the following conversation occurred:

CW: I'll do the thing with [Cheatam]. Just make sure that your brother, you know, gets me expedited.

RM: There's, there's no question.

CW: Okay.

RM: I mean it's not only, it's only because of good government, [CW]. It has nothing to do with anyone else. It makes sense [winking at CW].

CW: Well, it's good government but, you know -

RM: It makes sense, all right?

CW: I hear ya. I understand English um, but don't put my name on anything, you know, I don't wanna have any conflicts, any of that stuff. And then I'll, after the election, I'll see ya again with another -

RM: Okay.

CW: - another ten.

RM: Okay.

CW: Okay?

RM: Good enough.

t. Later during the meeting, defendant RONALD MANZO ["RM"], the Consultant and the CW also discussed defendant LOUIS MANZO's and defendant RONALD MANZO's corrupt arrangement with respect to the Promotion Transaction, and the need to ensure

that this arrangement was likewise concealed, as follows:

CW: And then [Khalil], who's been quiet, right  
[Consultant]?

Consultant: Yes.

CW: Uh, you know, I haven't told him too much but -

RM: Okay, okay fine.

CW: - you know the balance on that?

RM: Yes.

CW: Don't worry, I didn't forget.

RM: Yeah.

CW: So, but he's in, right?

RM: Yes.

CW: Mr. Director.

RM: Yeah, just don't -

CW: Okay.

RM: - uh.

CW: I know.

RM: You don't have to mention anything.

CW: We don't publicize -

RM: Right.

CW: - but he's been quiet. I think we got him at bay now.

RM: Okay, good.

u. After the meeting, Cheatam met privately with the  
CW in the restaurant parking lot. During this meeting, Cheatam  
accepted an envelope containing \$10,000 cash on behalf of

defendants LOUIS MANZO and RONALD MANZO. The CW stated that the envelope contained "the ten thousand [and for defendant LOUIS MANZO to] [m]ake sure he gets my stuff expedited." Relating the CW's previous conversation with defendant RONALD MANZO, the CW stated to Cheatam, "I told him I'll give him another ten thousand after the election . . . plus the seventy-five hundred for [Khalil]." Cheatam indicated that he understood by replying in the affirmative.

v. After Cheatam accepted the \$10,000 payment referenced in Paragraph 7(u), Cheatam told the CW that Cheatam would return shortly with defendant RONALD MANZO, and walked back into the restaurant where defendant RONALD MANZO was located. Minutes later, defendant RONALD MANZO and Cheatam left the restaurant and met the CW outside in the parking lot. Defendant RONALD MANZO accepted an envelope (which was concealed in a road map) containing the \$10,000 cash from Cheatam.

April 23, 2009 Telephone Conversation Between Cheatam and the Consultant

w. Later on this same date, Cheatam placed a telephone call to the Consultant. During this conversation, the parties discussed the earlier meeting with defendant RONALD MANZO and the CW. The Consultant inquired whether payment was made to defendant RONALD MANZO on behalf of defendant LOUIS MANZO, by asking Cheatam, "[w]hat'd we do for Manzo?" Referring to the corrupt \$10,000 payment that defendant RONALD MANZO accepted from

the CW through Cheatam, Cheatam replied, "uh, 10."

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

COUNTS 2 to 4Attempted Extortion Under Color of Official Right

1. Paragraphs 1 and 4 to 7 of Count 1 of this Superseding Indictment are hereby incorporated and realleged as if fully set forth herein.

2. On or about the dates set forth below, in Hudson County, in the District of New Jersey, and elsewhere, defendants

LOUIS MANZO  
and  
RONALD MANZO

did knowingly and willfully attempt to obstruct, delay and affect interstate commerce, and aid and abet such conduct, by extortion under color of official right - that is, by obtaining corrupt cash payments and illicit political contributions, as set forth below, that were paid and to be paid by another, with that person's consent, in exchange for exercising and agreeing to exercise defendant LOUIS MANZO's future official assistance, action and influence in Jersey City government matters:

COUNT	DATE	APPROXIMATE AMOUNT OF EXTORTIONATE PAYMENT
2	February 25, 2009	\$10,000
3	March 5, 2009	\$7,500
4	April 23, 2009	\$10,000

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



COUNTS 5 to 6

Travel in Interstate Commerce to Promote, Carry On and Facilitate Bribery

1. Paragraphs 1 and 4 to 7 of Count 1 of this Superseding Indictment are hereby incorporated and realleged as if fully set forth herein.

2. In or about the dates set forth below, in Hudson County, in the District of New Jersey and elsewhere, defendants

LOUIS MANZO  
and  
RONALD MANZO

did knowingly and willfully travel and cause the travel in interstate commerce, from the State of New Jersey to the State of New York, with the intent to promote, manage, establish, carry on and facilitate the promotion, management, establishment and carrying on of an unlawful activity - namely, bribery, contrary to N.J. Stat. Ann. § 2C:27-2, and thereafter performed and attempted to perform an overt act, as follows:

COUNT	INTERSTATE TRAVEL	SUBSEQUENT ACTS
5	Travel from the State of New Jersey to the State of New York on or about February 25, 2009 to meet the CW at restaurant in Staten Island, New York	<p>(a) Directing and causing Cheatam to serve as conduit to accept \$10,000 corrupt payment from the CW on or about February 25, 2009.</p> <p>(b) Obtaining \$10,000 corrupt payment from Cheatam on or about February 25, 2009.</p> <p>(c) Directing and causing Cheatam to meet the CW on or about February 27, 2009 in Jersey City, New Jersey where, among other matters, Cheatam confirmed that defendants LOUIS MANZO and RONALD MANZO would meet the CW in Staten Island, New York the following week.</p>

COUNT	INTERSTATE TRAVEL	SUBSEQUENT ACTS
6	Travel from the State of New Jersey to the State of New York on or about March 5, 2009 to meet the CW at restaurant in Staten Island, New York	<p>(a) Directing and causing Cheatam to serve as conduit to accept \$7,500 corrupt payment from the CW on or about March 5, 2009.</p> <p>(b) Obtaining \$7,500 corrupt payment from Cheatam on or about March 5, 2009.</p> <p>(c) Defendant RONALD MANZO met the CW in Bayonne, New Jersey on or about April 23, 2009, where he agreed to accept, and later directed Cheatam to accept, an envelope containing \$10,000 cash as additional payment for defendant LOUIS MANZO to assist with the CW's real estate approvals.</p> <p>(d) Directing and causing Cheatam to speak, over the telephone, on or about April 23, 2009, where, among other matters, Cheatam confirmed that defendants LOUIS MANZO and RONALD MANZO received a \$10,000 cash payment from the CW on this date.</p>

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

COUNT 7

Mail Fraud

1. Paragraph 1 of Count 1 of this Superseding Indictment is hereby incorporated and realleged as if fully set forth herein.

2. At all times relevant to Count 7 of this Superseding Indictment:

a. Defendant LOUIS MANZO ran for the position of Mayor of Jersey City on a ticket that included several other individuals who were running for election to the City Council of Jersey City ("JC Council"). One purpose of the candidates' joining the ticket was to raise funds for, and defray the costs of, their respective campaigns by forming a joint campaign committee ("the Campaign Committee").

b. There was a treasurer of the Campaign Committee ("the Treasurer") who, among other things, was responsible for operating the Campaign Committee's election fund, which collected contributions made to any candidates on the ticket and defrayed the expenses of those candidates. As part of the Treasurer's duties, the Treasurer established a campaign depository and bank account at Capital One Bank in Jersey City, into which all campaign receipts were to be deposited.

c. The law of the State of New Jersey, i.e., the Campaign Contributions and Expenditures Reporting Act, N.J. Stat.

Ann. §§ 19:44A-1 et seq., and N.J.A.C. 19:25-1 et seq., required the treasurer of a candidate committee to (i) make an accurate written record of all contributions made to the committee; (ii) deposit all contributions (not transferred to another committee or candidate) in a campaign depository and bank account; and (iii) report the receipt of cash contributions, regardless of amount, as well as all other contributions exceeding \$300, to the New Jersey Election Law Enforcement Commission ("ELEC") on forms issued by ELEC.

d. In addition, pursuant to N.J. Stat. Ann. 19:44A-1 et seq., N.J.A.C. 19:25-1 et seq., and their common-law obligations as fiduciaries of a campaign committee, campaign treasurers and candidates for office were under a duty to their respective campaign committees to honestly and truthfully account for the committees' receipts; to deposit all contributions in the campaign depository and bank account; and not to use any such committee funds for any improper purpose or expenditure. Specifically, the State of New Jersey prohibited the personal use of campaign funds.

4. From in or about January 2009 to in or about May 2009, in Hudson County, in the District of New Jersey and elsewhere, defendants

LOUIS MANZO  
and  
RONALD MANZO

did knowingly and willfully devise and intend to devise a scheme and artifice to defraud the Campaign Committee and to obtain money and property from the Campaign Committee by means of materially false and fraudulent pretenses, representations, and promises.

5. It was part of the scheme and artifice that defendants LOUIS MANZO and RONALD MANZO diverted \$27,500 in cash payments from the CW through Cheatam, which should have been placed in the Campaign Committee's depository and bank account, and concealed this diversion by intentionally failing to disclose to the Treasurer and the Campaign Committee the receipt of these monies.

6. It was further part of the scheme and artifice that, on or about April 13, 2009, defendants LOUIS MANZO and RONALD MANZO prepared, caused to be prepared, signed and caused to be signed a campaign fund report of contributions and expenditures (hereinafter referred to as the "ELEC Report") that defendant LOUIS MANZO certified was truthful and accurate, but that, in fact, intentionally failed to disclose the cash payments of \$17,500 that defendants LOUIS MANZO and RONALD MANZO had accepted from the CW up to the time of the report.

7. For the purpose of executing and attempting to execute the scheme and artifice, on or about April 21, 2009, defendants LOUIS MANZO and RONALD MANZO placed and caused to be placed in a post office and authorized depository for mail to be sent and

delivered by the United States Postal Service, and deposited and caused to be deposited to be sent and delivered by private and interstate commercial carrier, the materially false ELEC Report, and knowingly caused the ELEC Report to be delivered by mail and such carrier to ELEC in Trenton, New Jersey.

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

Forfeiture Allegation

As the result of committing the aforementioned offenses in violation of Title 18, United States Code, Sections 1341, 1951(a) and 1952(a)(3), as alleged in this Superseding Indictment, defendants LOUIS MANZO and RONALD MANZO shall forfeit to the United States pursuant to 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461, all property, real and personal, that constituted or was derived from proceeds traceable to the commission of the offenses, including but not limited to, approximately \$27,500 in United States currency, in that such sum constituted or was derived, directly or indirectly, from proceeds traceable to the aforementioned offenses in violation of Title 18, United States Code, Sections 1341, 1951(a) and 1952(a)(3). If more than one defendant is convicted of an offense, the defendants so convicted are jointly and severally liable for the amount subject to forfeiture under this paragraph.

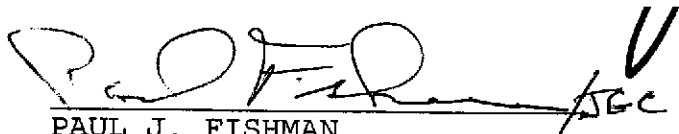
If any of the above-described forfeitable property, as a result of any act or omission of defendants LOUIS MANZO and RONALD MANZO:

- (1) cannot be located upon the exercise of due diligence;
- (2) has been transferred or sold to, or deposited with, a third party;
- (3) has been placed beyond the jurisdiction of the Court;
- (4) has been substantially diminished in value; or



(5) 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), to seek forfeiture of any other property of defendants LOUIS MANZO and RONALD MANZO up to the value of the above forfeitable property.

In violation of Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461.

A handwritten signature in black ink, appearing to read "Paul J. Fishman", with a large checkmark or flourish to the right. The signature is written over a horizontal line.

PAUL J. FISHMAN  
UNITED STATES ATTORNEY

CASE NUMBER: 09-759 (JLL)

United States District Court  
District of New Jersey

UNITED STATES OF AMERICA

v.

LOUIS MANZO  
and  
RONALD MANZO

SUPERSEDING INDICTMENT

18 U.S.C. §§ 981(a)(1)(C), 1341, 1951(a),  
1952(a)(3) and § 2; 28 U.S.C. § 2461

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