

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA : Criminal No. 10-
: :
: :
v. : 18 U.S.C. §§ 666(a)(1)(B), 1951(a)
: and § 2
: :
RONALD SALAHUDDIN and :
SONNIE L. COOPER : INDICTMENT

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

COUNT 1
18 U.S.C. § 1951
(Conspiracy to Obstruct Commerce by Extortion
Under Color of Official Right)

A. Defendants, Individuals and Entities

At all times relevant to Count 1 of this Indictment:

1. Defendant RONALD SALAHUDDIN ("SALAHUDDIN") was employed as the Deputy Mayor for Public Safety for the City of Newark, New Jersey. As the Deputy Mayor for Public Safety, defendant SALAHUDDIN's responsibilities included serving as a liaison to, and coordinating joint activities with, public safety agencies and departments both within and beyond the City of Newark, overseeing a regulatory task force, and advising the Mayor of the City of Newark (the "Mayor") on issues related to public safety. In his official capacity as Deputy Mayor, defendant RONALD SALAHUDDIN otherwise wielded official authority and influence with respect to the operation of the municipal government of the

City of Newark.

2. Defendant SONNIE L. COOPER ("COOPER") was an owner and president of S. Cooper Brothers Trucking, Inc. ("Cooper Trucking"), a company that engaged in the business of conducting demolition, waste-hauling and street sweeping, for municipal governments and private entities in Essex County, New Jersey and elsewhere. Cooper Trucking's municipal government business included conducting demolition and street-sweeping services for the City of Newark, and providing waste-hauling services for the Township of Irvington ("Irvington Contract"). On or about May 1, 2007, defendant COOPER signed an agreement selling the Irvington Contract to a third party for \$140,000. In addition, defendant COOPER owned and operated stores that sold liquor and food. Cooper Trucking and defendant COOPER's other businesses engaged in interstate commerce, including the purchase of goods and services.

3. Defendant SALAHUDDIN maintained a financial relationship with defendant COOPER and Cooper Trucking that included investing in, providing financial backing for, receiving moneys from, and otherwise partnering with defendant COOPER and Cooper Trucking. In particular, as part of that financial relationship, on or about September 21, 2004, defendant SALAHUDDIN and defendant COOPER executed a general indemnity as indemnitors for Cooper Trucking. Also, on or about September 21,

2004, defendant SALAHUDDIN mortgaged his personal residence and a rental property in the total amount of \$900,000 to secure and serve as collateral for performance bonds for Cooper Trucking. In addition, defendant COOPER made payments to defendant SALAHUDDIN, including approximately \$10,000 (on or about May 18, 2007), \$20,000 (on or about June 5, 2007), and \$10,000 (on or about August 17, 2007).

4. There was a witness (the "CW") who, in the course of cooperating with law enforcement personnel, represented himself to be the principal of a company that provided construction and demolition services pursuant to both government and private contracts. The CW represented that this business conducted construction and demolition services in New Jersey, as well as in other states.

5. There was an individual (the "Consultant") who represented himself as someone who, for a fee (typically a percentage-based commission), was able to facilitate the award of government contracts to private entities, including by utilizing the Consultant's connections to municipal government officials in Newark and elsewhere to assist the CW in obtaining government contracts. In or about July 2006, the Consultant attempted to obtain contracts from the City of Newark and elsewhere for the CW's company in exchange for money from the CW's company.

6. There was an individual who was a high-ranking City of

Newark official (the "Newark Official").

7. The ownership of the New Jersey Devils professional hockey team (the "Devils") participated in the construction of the Prudential Center arena (the "Arena") in downtown Newark. At various times, certain local government entities, including, the City of Newark, the Newark Housing Authority ("NHA"), and the Newark Downtown Core Redevelopment Corporation ("NDCRC"), were involved in aspects of the construction of the Arena, including participation in the redevelopment of areas surrounding the Arena.

8. The City of Newark, the NHA, the NDCRC and the Devils each sought the demolition of dilapidated or dangerous properties within Newark through the hiring of contractors.

9. The City of Newark engaged in demolition by: (i) performing demolition utilizing City of Newark employees; (ii) procuring bids and selecting demolition contractors to perform demolition related to specific demolition projects; and (iii) utilizing contractors who were listed on certain City of Newark contracts ("demolition services contracts" or "equipment rental contracts"), often for emergency demolition work.

10. Equipment rental contracts, in effect, gave pre-approval for various contractors to perform demolition services for the City of Newark. Certain equipment rental contracts were designated as "set-aside" contracts and thereby included only

minority-business enterprises. Cooper Trucking was an approved demolition contractor on a set-aside equipment rental contract.

11. With respect to particular demolition projects, City of Newark officials were afforded the discretion to select a demolition contractor listed on an equipment rental contract, consistent with the terms of those contracts and City of Newark policies. Thus, for a demolition contractor to perform work and receive payment through an equipment rental contract, the contractor was required, first, to be listed on the contract, and second, to be selected to perform a specific demolition project.

B. The Conspiracy

12. From in or about July 2006 to on or about December 2007, in Essex County and Ocean County, in the District of New Jersey and elsewhere, defendants

RONALD SALAHUDDIN
and
SONNIE L. COOPER

did knowingly and willfully conspire and agree with each other and with others to obstruct, delay and affect interstate commerce by extortion under color of official right - that is, by obtaining money and other valuable benefits, including demolition business and contributions from the CW and the CW's company, with the CW's consent, in exchange for the official action and influence of defendant SALAHUDDIN as specific opportunities arose.

13. It was the object of the conspiracy to obtain money and other valuable benefits, including demolition business for defendant COOPER and Cooper Trucking and contributions from the CW and the CW's company in exchange for the official action and influence of defendant SALAHUDDIN as specific opportunities arose, and to conceal material aspects of this corrupt arrangement.

14. It was part of the conspiracy that defendant SALAHUDDIN maintained a financial relationship with defendant COOPER and Cooper Trucking, and concealed material facts by providing false information and by making material misrepresentations and omissions regarding that financial relationship.

15. It was further part of the conspiracy that defendant SALAHUDDIN offered and agreed to exercise, and did exercise, official action and influence in favor of defendant COOPER, Cooper Trucking, the Consultant, the CW, and the CW's company, with local government and private entities, including: (i) the City of Newark; (ii) the NHA; (iii) the NDCRC; and (iv) the Devils.

16. It was further part of the conspiracy that defendant SALAHUDDIN solicited and accepted contributions to organizations supported by City of Newark officials from the CW, which defendant SALAHUDDIN claimed would further enable him to secure demolition work and other valuable benefits for the CW and the

CW's company.

C. Corrupt Activity

17. To further the conspiracy, defendant SALAHUDDIN, defendant COOPER and others engaged in the following conduct in or about 2006:

a. On or about July 29, 2006, in Ocean County, the Consultant told the CW that the Consultant had met with, among others, an unnamed "deputy mayor" (who the Consultant later identified as defendant SALAHUDDIN); and that the CW would be able to obtain demolition work from the City of Newark. The Consultant also explained that the CW would need to give a portion of the work to defendant COOPER. In addition, the Consultant promised to arrange a meeting among defendant COOPER, the deputy mayor and the CW.

b. On or about August 5, 2006, at a meeting in Ocean County, the Consultant again discussed the deputy mayor and indicated that the CW would need to give some business to defendant COOPER if the deputy mayor gave work to the CW. When the CW asked what the deputy mayor wanted, the Consultant responded, "nothing," and that the deputy mayor wanted to help Cooper out. Later, when the CW suggested that local government officials insisted on using defendant COOPER because "maybe they figure they can get their end from COOPER," the Consultant agreed stating, "I'm sure." Subsequently, the Consultant described the

then-unnamed deputy mayor as the deputy mayor for "public safety."

c. On or about August 19, 2006, the Consultant met the CW in Ocean County. In discussing his efforts on the CW's behalf, the Consultant stated that he had met with defendant SALAHUDDIN, who the Consultant identified by name. When the Consultant and the CW discussed that the CW had met with a different official, the Consultant described that official as "the wrong horse." The CW responded that he was "trying to ride all the horses," to which the Consultant laughed and responded: "I know, you're gonna pay too many people then, you're gonna pay too many people. By the end, you're going to have too many, too many hands in that, in that pie."

d. On or about August 24, 2006, defendant COOPER, the Consultant and the CW met in Newark. (Although the Consultant had arranged for defendant SALAHUDDIN to attend the meeting, he was unavailable because of official duties.) During the meeting:

i. The Consultant informed the CW that the CW's company was listed on an equipment rental contract, but that the Consultant had been asked, if the CW were to receive a demolition project per this equipment rental contract, to "give [defendant] Sonnie [COOPER] a little."

ii. When defendant COOPER arrived, the Consultant stated to defendant COOPER that "we're going to do well together"

and that "whatever we get, we're gonna give, you know, some work. . . ." When the CW asked if defendant COOPER knew defendant SALAHUDDIN, both defendant COOPER and the Consultant indicated that defendant COOPER and defendant SALAHUDDIN had a close relationship. The Consultant then rhetorically questioned the CW: "Why do you think Ron's interested? Not because of me, he's interested in Sonnie." In response, the CW summarized the nature of the proposed relationship between the CW and defendant COOPER, stating: "The better he [referring to defendant SALAHUDDIN] takes care of me, the better I take care of you" [referring to defendant COOPER]. Defendant COOPER responded "okay" and soon, left the meeting. After defendant COOPER departed, the Consultant, referring to the City of Newark officials with whom they would likely be dealing, stated, "this is good" and whispered "they're all corrupt except for [the Mayor]"

e. On or about September 12, 2006, defendant COOPER and the CW met at a restaurant in Newark. During the conversation, the CW asked defendant COOPER about business opportunities in Newark and about defendant COOPER's relationship with defendant SALAHUDDIN. In discussing potential business deals with the CW, defendant COOPER described defendant SALAHUDDIN as "a political guy, so he can't get involved." Shortly thereafter, the CW stated, "I'll work with you [referring to defendant COOPER] and you work with him [referring to defendant SALAHUDDIN]," to which

defendant COOPER replied, "exactly." When the CW then asked defendant COOPER whether defendant SALAHUDDIN was a "partner or just a friend" of defendant COOPER, defendant COOPER replied that defendant SALAHUDDIN was "just a friend," but that the two had "been together a long time." To further explain the nature of his relationship with defendant SALAHUDDIN, defendant COOPER then described defendant SALAHUDDIN as someone who could "come up with" four hundred thousand dollars for defendant COOPER and stated, "that's our relationship." Subsequently, defendant COOPER summarized who would receive demolition work from defendant SALAHUDDIN: "whoever do best, whoever do best by me, will do it."

f. On or about September 20, 2006, defendant SALAHUDDIN, defendant COOPER, and the CW met at a restaurant in Newark. During the meeting:

i. Defendant SALAHUDDIN stated that he and defendant COOPER were partners in a waste-hauling business in Irvington, but claimed that he did not have an interest in defendant COOPER's demolition business and did not have a conflict of interest. Defendant SALAHUDDIN further stated that there existed a \$2 million minority set-aside for demolition work, and that the City of Newark's remaining demolition work would be potentially available to four companies listed on an equipment rental contract. Defendant SALAHUDDIN then indicated that only two of

the four companies would actually be considered for demolition work by the City of Newark. In explaining this, defendant SALAHUDDIN stated that he was "talking Chinese" and that "there's only going to be two players," and conveyed, with a hand gesture, that the CW's company would be one of them. Defendant SALAHUDDIN further stated:

It's more important to me that you two [referring to defendant COOPER and the CW], and again I'm speaking Chinese, so you understand what I'm saying . . . that you two are like this [at which point defendant SALAHUDDIN made a fist] . . . than anybody else.

ii. Defendant SALAHUDDIN described his official position to the CW, stating that he was "there not for show" and was "an active deputy mayor." Defendant SALAHUDDIN emphasized that he wanted defendant COOPER and the CW "to be closer," which would allow defendant COOPER, with the strength of the CW's backing, "to expand" his business. Defendant SALAHUDDIN further suggested that a business relationship between defendant COOPER and the CW would be "a good marriage" and stated, "I'll do my part." When the CW directly asked defendant SALAHUDDIN whether he would "help us," defendant SALAHUDDIN responded: "that's why I'm sitting here!"

iii. Defendant SALAHUDDIN explained that, as the Deputy Mayor for Public Safety, he oversaw aspects of the demolition work performed on behalf of the City of Newark. With

regard to the amount of work that the CW should give to defendant COOPER, defendant SALAHUDDIN stated, "I know I've been, I'm talking circuitous, but, you understand So, all I want you [the CW] to do is, you know help him [referring to defendant COOPER], you know, feed him, not a salad, you know, sometime a man got to have a steak."

iv. Defendant SALAHUDDIN also described to the CW that "[i]t's not a deal when you're giving it all and nothing in return. . . . That's Santa Claus . . . you understand, and none of us believe in Santa Claus." Defendant SALAHUDDIN stated that he and defendant COOPER were not looking for "handouts" and asserted: "We bring something to the table." Defendant SALAHUDDIN, aware that the CW had not been a participant in Newark municipal contracts for several years, stated, "I'll take care of, you know, Newark. You'll, you'll be back in Newark."

v. In discussing that public officials are subject to scrutiny from law enforcement, defendant SALAHUDDIN gestured toward defendant COOPER and stated:

but the good thing about this, I'm not on paper anywhere, no son, no girlfriend, no wife, no nothing, that they can go back and say, 'wait a minute now, you said you ain't, wait a minute, here you are right here, we found page seventeen. There you are.' . . . Uh-uh. This is friendship.

vi. As defendant SALAHUDDIN rose from the table to depart the meeting, defendant SALAHUDDIN stated to the CW, "you

understand what I'm saying in English." The CW responded, "Don't worry, I'll take care of [defendant COOPER]," to which defendant SALAHUDDIN answered, "Okay." The CW concluded by stating to defendant SALAHUDDIN, "you take care of your end, I'll take care of this end."

g. On or about September 26, 2006, the Consultant and the CW spoke on the telephone. The Consultant complained that he had not been a part of the CW's meeting on September 20th with defendant SALAHUDDIN and defendant COOPER. When the CW stated that defendant SALAHUDDIN was a "partner" with defendant COOPER in the "garbage business," the Consultant responded, "I know that." Later that day, the Consultant and the CW again spoke on the telephone. When the CW stated, "Sonnie's our key there," the Consultant responded "I agree, I agree," and stated, "you don't have to give him much. Peanuts."

h. On or about October 6, 2006, defendant SALAHUDDIN spoke on the telephone from his City of Newark government office with the CW. When the CW explained that the CW had given defendant COOPER an opportunity to perform demolition work on a private job, defendant SALAHUDDIN responded that "we, I appreciate it tremendously." The CW then described that the Consultant was upset about being excluded from the September 20th meeting. Defendant SALAHUDDIN assured the CW that he did not need a "middleman," that "whatever we do, stays between us" and that "we

are going to do things." Defendant SALAHUDDIN further described his relationship with the CW by stating, "we're together" and, again, thanked the CW for the work that had been given to defendant COOPER. Before ending their conversation, defendant SALAHUDDIN told the CW that the City of Newark had 80 properties in need of demolition and that defendant SALAHUDDIN would discuss this with the CW at a later date.

i. On or about October 17, 2006, defendant SALAHUDDIN telephoned the CW twice from defendant SALAHUDDIN's City of Newark government office. During these calls, defendant SALAHUDDIN described the inquiries that he had made to ensure that the CW would receive a delayed payment of approximately \$600,000 for demolition work that the CW had performed in connection with the construction of the Arena. After revealing that the CW should expect payment within several days, defendant SALAHUDDIN stated, "I took care of this," and explained that a city official had assured defendant SALAHUDDIN that payment was forthcoming.

j. On or about October 31, 2006, defendant SALAHUDDIN and defendant COOPER met with the CW in a restaurant in Newark. During the meeting, defendant SALAHUDDIN explained how he had exercised his official influence in favor of defendant COOPER and how he would exercise his official influence in the future to help defendant COOPER and the CW obtain demolition contracts.

Specifically, defendant SALAHUDDIN:

i. described that, within two weeks of attaining the office of Deputy Mayor, defendant SALAHUDDIN had expedited payment of funds owed by the City of Newark to defendant COOPER;

ii. stated that he would be attending a meeting with the owner of the Devils to discuss the construction of the Arena. Defendant SALAHUDDIN cautioned, however, that he could not talk specifically about defendant COOPER or the CW at the meeting because that would be a "red flag;"

iii. used analogies to explain to the CW the roles that defendant SALAHUDDIN envisioned, upon the CW's obtaining demolition contracts, stating:

We're having dinner. . . . We don't wanna eat
the steak. . . . You earned the steak. . . .
But we can eat the soup and the salad.

* * *

You gotta be the pilot, you gotta be the
pilot. . . . You earned the pilot's spot. . . .
. We just wanna be on the boat.

When the CW stated that he would use defendant COOPER if the CW received a demolition job, defendant SALAHUDDIN explained how he would "reciprocate all this" and reminded the CW that there were four contractors that the City potentially could select from the equipment rental contract. Defendant SALAHUDDIN then stated:

RS: But out of those four, okay, who, who you
think we gonna lean to? Without you saying
it?

CW: I hope so.

RS: The other three, I don't, I don't, I'm not sitting having lunch with.

iv. indicated that he would assist defendant COOPER and the CW to obtain demolition contracts by contacting a City of Newark employee ("Newark Employee 1") with discretionary authority over the award of demolition contracts, and by arranging for the NHA to forward information regarding its demolition projects to defendant SALAHUDDIN. When the CW thanked defendant SALAHUDDIN, defendant SALAHUDDIN stated, "I appreciate the alliance with, this is my guy [referring to defendant COOPER], man. Him and I have been together for a long time."

k. On or about December 6, 2006, defendant SALAHUDDIN and defendant COOPER met with the CW at a restaurant in Newark.

During the conversation:

i. Defendant SALAHUDDIN explained that he needed to enlist the assistance of the Newark Official, stating:

What I can do is, is very powerful but [the Newark Official] is [high-ranking]. [The Newark Official]'s the deal-maker. [The Newark Official]'s the fund-raiser. Okay, everybody knows of [the Newark Official]. . . . [The Newark Official]'s the deal maker, okay. I can do certain things, but I'm too close to him [referring to defendant COOPER], [a developer] and people, and certain times I have to have [the Newark Official] intercede.

ii. Defendant SALAHUDDIN explained how he would endeavor to obtain a major demolition contract from the Devils for defendant COOPER and the CW by keeping the contract

"private," thereby avoiding public bidding:

Listen to me. This is the key. The key is if they keep it private. See, you have two entities that are partners now. We have the Devils and you have the City of Newark. My job is to keep it private. The Devils wanna keep it private. If it's kept private, now they can hire anybody they want to do the work.

Defendant SALAHUDDIN then described that he had advised a Devils official that the CW had forged a "relationship" with defendant COOPER, a local minority contractor. Defendant SALAHUDDIN continued by explaining that he cared not about himself, but about defendant COOPER and, in discussing how defendant COOPER should be compensated by the CW, told the CW: "But I want you to be fair. And I'm doing these moves predicated on the fact that you're going to be fair And I trust that you are going to be fair."

iii. When the CW responded that the CW would be "fair" to defendant COOPER, defendant SALAHUDDIN indicated that defendant COOPER was dissatisfied with the amount of money that he had received from the CW in connection with a private demolition job performed by defendant COOPER for the CW. After the CW agreed to make up the disputed difference, defendant SALAHUDDIN stated, "[CW], [CW], [CW], what I'm saying to you two, is that it's not about two thousand dollars . . . not when I'm sitting here talking about millions."

iv. Defendant SALAHUDDIN informed the CW that the Newark Official had asked defendant SALAHUDDIN to obtain \$10,000 in donations to a charity supported by City of Newark officials. Defendant SALAHUDDIN described how he had responded to the Newark Official, explaining that defendant SALAHUDDIN only had three people -- defendant COOPER, the CW and the developer mentioned earlier -- from whom he could seek donations. Defendant SALAHUDDIN then recounted that he had informed the Newark Official that defendant SALAHUDDIN could not approach defendant COOPER, the developer, or the CW about a donation "unless they eating, and they haven't ate off this table yet."

v. Defendant SALAHUDDIN then described how he had told the Newark Official to contact Newark Employee 1 and obtain demolition work for either defendant COOPER or the CW, stating:

I said, 'I've already talked to [Newark Employee 1]. I need you,' - talking to [the Newark Official], he's [high-ranking] - 'I need you to talk to [Newark Employee 1].' I said, I said, 'all we are interested is, man, you can give it to [defendant COOPER] or you can give it to [the CW]. I don't give a shit. But the demolition, okay, they have to get.'

As the conversation continued, defendant SALAHUDDIN stated: "When Newark really starts the demolition, it'll be you two."

1. On or about December 13, 2006, defendant SALAHUDDIN and the CW met in a restaurant in Newark. During the conversation, defendant SALAHUDDIN discussed his efforts to secure demolition

work around the Arena:

RS: The Devils where, you know, the only thing I have to do is, I've been working on that 'cause once we keep it private, we have it. . . . See, I just, I don't want to go public. . . . 'Cause now you're going to bid and you got every scavenger in the world bidding on the thing.

CW: Forget about it -

RS: So, when you get -

CW: The job won't be worth shit.

RS: Yeah. We keep that private, then that can be us. And we're in good shape.

During the meeting, defendant SALAHUDDIN accepted a \$5,000 check from the CW, representing the charitable contribution that defendant SALAHUDDIN had previously solicited from the CW. In discussing demolition work, defendant SALAHUDDIN stated,

when the demolition comes up, I've, listen, I've already told [the Newark Official], okay, he's, he's [high-ranking], I hand him this [at which point defendant SALAHUDDIN gestured towards the envelope containing the check], you know, with mine and Sonnie's, it's locked in.

When the CW indicated that he could make additional contributions, defendant SALAHUDDIN replied, "let me say something to you. This [at which point defendant SALAHUDDIN placed his hand on the envelope containing the check] was done. There won't be any more until we all eat, including Sonnie." At the conclusion of the meeting, defendant SALAHUDDIN also accepted \$5,000 in cash for defendant COOPER from the CW in connection with a private demolition job that defendant COOPER had performed

for the CW.

18. To further the conspiracy, defendant SALAHUDDIN, defendant COOPER and others engaged in the following conduct in or about 2007:

a. On or about February 2, 2007, defendant SALAHUDDIN and the CW spoke over the telephone. During the conversation, defendant SALAHUDDIN stated, "you got me in trouble." Defendant SALAHUDDIN then described how he had contacted a high-ranking NHA official (the "NHA Official") in an attempt to expedite payment for the demolition work that the CW had already performed around the Arena. Defendant SALAHUDDIN then explained that, after being contacted by defendant SALAHUDDIN, the NHA Official had spoken to the Mayor and complained that defendant SALAHUDDIN's intervention on behalf of the CW was "inappropriate." Defendant SALAHUDDIN then described how, after being confronted by the Mayor, defendant SALAHUDDIN had confronted the NHA Official:

So, I called [the NHA Official] back, I said "[NHA Official], let me say something to you right now. I don't have any stake or stock in [the CW's] business," I said, "it's a known fact that Sonnie Cooper and I are friends, and Sonnie Cooper has no stake or stock with [the CW]."

b. On or about February 19, 2007, defendant SALAHUDDIN met with the CW at a restaurant in Newark. During the meeting:

i. Defendant SALAHUDDIN explained that he would try to obtain emergency demolition contracts for the CW, stating, "we

have some emergency stuff coming up. I'm gonna try to, you know, steer it you" and another demolition contractor;

ii. Defendant SALAHUDDIN stated that he had approved a contract for another demolition contractor associated with the Consultant, stating: "I'm gonna give [the Consultant], we'll give [the Consultant] some stuff and you and that's it;"

c. At various times during the February 19th meeting, defendant SALAHUDDIN and the CW discussed securing additional demolition work from the Devils:

i. When the CW inquired about obtaining work from the Devils, defendant SALAHUDDIN stated that if the CW got work, "then Sonnie gets a little bit of it. You know?"

ii. After explaining that, of \$42 million that had been allocated for a project near the Arena site, \$5 million or \$6 million would be needed for demolition, defendant SALAHUDDIN stated:

. . . I'll have to figure out a way, we have to get the Devils' stuff We gotta get the Devils' stuff. Because, that's a good hit. Plus, it's Newark. It's local.

iii. As their meeting concluded, defendant SALAHUDDIN reassured the CW about getting demolition work for the CW: "We're gonna get some work, man We're gonna try to get all that Devils stuff I mean, that's \$7 million just sitting out there."

d. On or about February 27, 2007, defendant SALAHUDDIN and

the CW spoke on the telephone about the CW conducting emergency demolition work at a site on Roseville Avenue ("Roseville Site").

Defendant SALAHUDDIN:

i. stated that he had spoken to Newark Employee 1 and another Newark construction official about the project;

ii. instructed the CW to call Newark Employee 1, as follows:

RS: Now I need you to call [Newark Employee 1], okay, and talk to him directly, 'cause I want, I don't want it to come from me, you understand what I'm saying?

CW: Right.

RS: He's going to say, he's going to tell 'ya the same thing that I just told you but I want you, I want him to talk to, tell you directly, that way it can be said that it came directly from him and not from me, all right?

iii. stated that the CW could give some of the work from the project to defendant COOPER if there was work to give; and

iv. stated that defendant SALAHUDDIN would call defendant COOPER and tell defendant COOPER to expect a call from the CW.

e. On or about February 28, 2007, the Consultant and the CW spoke over the telephone. During the conversation, the Consultant stated that the Consultant had seen defendant SALAHUDDIN the previous evening and that "he [defendant SALAHUDDIN] said he gave you the job" on Roseville Avenue.

f. On or about March 8, 2007, defendant SALAHUDDIN and the CW spoke over the telephone. During the conversation, defendant SALAHUDDIN:

i. stated that he had not participated in an inspection of defendant COOPER's liquor store because doing so would have been a "conflict of interest;"

ii. referred to defendant COOPER as his "partner;" and

iii. told the CW, "we got good things coming down the pike, we just, I just gotta put certain things in place."

g. On or about March 15, 2007, defendant COOPER submitted to the CW an invoice for approximately \$2,888, representing the amount that defendant COOPER had charged the CW for defendant COOPER's work at the Roseville Site. On or about March 29, 2007, defendant COOPER accepted payment of approximately \$2,900 in connection with that invoice.

h. On or about April 11, 2007, defendant SALAHUDDIN and the CW met at a restaurant in Newark. During the conversation:

i. Defendant SALAHUDDIN explained that Newark Employee 1 wanted the City of Newark to perform demolition projects using its own equipment and employees, but that defendant SALAHUDDIN had advocated against that.

ii. When the CW informed defendant SALAHUDDIN that a document had been circulated requesting bids for the same work as that covered by a then-existing equipment rental contract,

defendant SALAHUDDIN stated that Newark Employee 1 had been responsible for sending out the new contract. Defendant SALAHUDDIN then made a telephone call instructing another city employee to call Newark Employee 1 to determine whether Newark Employee 1 had in fact sent out a new bid for City of Newark demolition work. After concluding this telephone call, defendant SALAHUDDIN told the CW: "That's bullshit. That's [Newark Employee 1] doing this shit, thinking that nobody's gonna catch it. I didn't authorize it, [another high-ranking Newark official] didn't authorize it."

iii. Defendant SALAHUDDIN then re-emphasized that the demolition project on behalf of the Devils needed to be secured:

The, the, the big thing that we have to do, there must be at least four to five, six million dollars out of that 42 million dollars that we okayed. That's left to do with the, with the walkway, the entranceway and all that area around it [referring to the Arena]. That's what we gotta get. That's what we gotta get. That's what we gotta get. . . . I'm, on my end, I'm pushing for a minority, minority, minority and saying that Sonnie works, you know, with you, along with you.

Defendant SALAHUDDIN further stated, "so, that's what we gotta get. . . . That's where the real money is."

iv. When the CW then explained to defendant SALAHUDDIN that in order to give demolition work to their favored vendor, the prior mayoral administration had repeatedly extended its equipment rental contract, defendant SALAHUDDIN replied, "well,

if that happens, it'll be in our favor."

v. Defendant SALAHUDDIN explained that he was now avoiding the NHA Official "because [the NHA Official] told the Mayor that he thought it was inappropriate for me to intervene about your money."

vi. Defendant SALAHUDDIN described to the CW how it was difficult for him to fund-raise when "his people" were not receiving contracts:

Listen, I argue for you [the CW] and Sonnie. And that's it. I don't have a lot of people. . . . Okay? But when they come to me and they tell me, alright, you gotta come up with thirty thousand. Okay, I say, so I told [the Newark Official] . . . says, how do I come up with anything if my people not eating? I said, you're asking me to bring food to the table, but you're not letting me grow any crops? You know what I mean? So how, how do they bring food to the table when they're not growing? I said, the only people not eating around here is my people.

Defendant SALAHUDDIN continued, "people don't mind helping, when they're eating."

vii. With respect to City of Newark demolition and defendant SALAHUDDIN's discussions with other high-ranking City of Newark officials, defendant SALAHUDDIN stated, "but I can't act like I'm pushing because they, they know that my relationship is with you and Sonnie."

i. On or about April 13, 2007, defendant SALAHUDDIN and the CW talked on the telephone about City of Newark emergency

demolition work in connection with a fire that had occurred on Tichenor Avenue ("Tichenor Site"). During the conversation, defendant SALAHUDDIN stated that he had spoken to defendant COOPER and that defendant COOPER and the CW should "do the job together" and undercut a competitor who was also approved to perform demolition work for the City of Newark pursuant to an equipment rental contract ("the Competitor").

j. On or about April 17, 2007, defendant SALAHUDDIN and the CW spoke on the telephone. During the conversation, defendant SALAHUDDIN discussed that defendant COOPER and the CW had only gotten a portion of the work related to the Tichenor Site and that two houses had been demolished by the Competitor. After defendant SALAHUDDIN explained that Newark Employee 1 had favored the Competitor, defendant SALAHUDDIN engaged in the following conversation:

RS: . . . I gotta figure out a way to get to [Newark Employee 1].
CW: Yeah.
RS: [The Competitor] was for, was not our friend, so -
CW: No, no -
RS: He was not our friend.
CW: Yeah, well that's fucked up, you know what I mean? That, that makes a lot of sense. He's somebody-
RS: I got, I got to, I got to, I gotta send [the Newark Official] to talk to him [referring to Newark Employee 1], rather than me talk to him.
CW: Right, right.
RS: If I talk, if I, see if I talk to him [referring to Newark Employee 1], it's too obvious, then he'll just saying I'm

doing it for you and Sonnie.

k. On or about May 4, 2007, defendant SALAHUDDIN met with defendant COOPER and the CW at a diner in Newark. During the meeting:

i. Defendant SALAHUDDIN contrasted his ability to secure large demolition contracts with Newark Employee 1's ability to give small projects, stating, "[Newark Employee 1] might give you Mrs. Jones' house that burnt down. I'm trying to get the millions around the arena;"

ii. in describing his plan for obtaining demolition work, defendant SALAHUDDIN stated:

What I'm trying to do is put us in position so that we get three and a half more years of this shit. . . . You know what I mean? So, we ain't looking at the short thing. We're looking at the long term thing. We're looking at the long term here, man. There's a lot of demol-. Believe me, man. You all don't know the plans of the downtown area and all this demol-, I mean, Newark is gonna, you don't know the developers coming in here. I can see, I, I sit in, I'm, I'm, I'm in these meetings.

l. On or about May 16, 2007, defendant SALAHUDDIN spoke with the CW on the telephone. In discussing that the CW could run afoul of Newark's pay-to-play ordinance if the CW made a political contribution from the CW's company, defendant SALAHUDDIN encouraged the CW to use a nominee and indicated that he, defendant COOPER and a developer had similarly used nominees to make contributions.

m. On or about May 17, 2007, defendant COOPER submitted an invoice to the CW in the amount of approximately \$5,029.77 for work performed by defendant COOPER in connection with the Tichenor Site.

n. On or about June 26, 2007, defendant SALAHUDDIN called the CW from his government office. The CW informed defendant SALAHUDDIN that the CW was the low bidder on NDCRC demolition work, but that defendant COOPER's license had expired and could not be included in the CW's bid. Defendant SALAHUDDIN stated that he would have defendant COOPER obtain the required paperwork and further stated, "and then we, and then you and Sonnie can work out what you can give him."

o. On or about July 18, 2007, defendant SALAHUDDIN and the CW met at a diner in East Orange, New Jersey. At the outset of the meeting, defendant SALAHUDDIN inquired about a check that defendant COOPER was expecting to receive from the CW. Shortly thereafter, defendant SALAHUDDIN then accepted this check, made payable to "S. Cooper Brothers Trucking, Inc." in the amount of \$5,029.77 (hereinafter "Check 1"), representing payment for work that defendant COOPER had performed and invoiced in connection with the Tichenor Site - that is, business that the CW had received from the City of Newark, of which the CW had given a portion to defendant COOPER. During this meeting, defendant SALAHUDDIN:

i. explained that Newark Employee 1 would be leaving employment with the City of Newark; in discussing who would replace Newark Employee 1, stated "it don't matter to me, because they going to respond to, I'm the Deputy Mayor, they're going to respond."

ii. recounted a conversation in which defendant SALAHUDDIN told a local developer:

'hey, you know, I don't do construction. I don't lay bricks, and all that, but the demolition, you, you know, that's the only thing . . . that I have.'

Defendant SALAHUDDIN then stated that "in Newark, everybody's cutting out their little niche. . . . So the demolition is, is, is, is what I'm interested in."

iii. discussed defendant COOPER's financial problems including that defendant COOPER was owed approximately \$160,000 by the Cities of Newark and East Orange, plus \$100,000 owed by the bonding company on the Irvington Contract. Defendant SALAHUDDIN stated that defendant COOPER had "got behind on a lot of his shit" and that defendant SALAHUDDIN had "to give him [defendant COOPER] a piece of money."

p. After defendant SALAHUDDIN received Check 1 on or about July 18, 2007, the following financial transactions ensued:

i. on or about July 19, 2007, Check 1 was deposited into the bank account of Cooper Trucking;

ii. on or about July 20, 2007, defendant COOPER wrote

and caused to be written a check in the amount of \$5,000 ("Check 2") made payable to defendant SALAHUDDIN;

iii. on or about July 23, 2007, defendant SALAHUDDIN caused Check 2 to be deposited into his personal bank account.

q. On or about August 7, 2007, defendant SALAHUDDIN and the CW met at a restaurant in East Orange. Defendant SALAHUDDIN began the meeting by telling the CW that Newark Employee 1 was leaving his position and being replaced by another City of Newark employee ("Newark Employee 2"), to whom defendant SALAHUDDIN had already spoken. Defendant SALAHUDDIN then described the role that the Newark Official would play in obtaining work for defendant COOPER and the CW, stating:

[The Newark Official], between us, basically, you know, he can say a lot of things I can't say 'cause my relationship is with Sonnie and now my relationship with you, I mean, it's no secret. But, he [the Newark Official] can say a lot of things that I can't say. He just said that, you know, he just told him [referring to Newark Employee 2], point blank, that we are now trying to help our friends.

Defendant SALAHUDDIN then described what he had told Newark Employee 2:

So I told [Newark Employee 2], I said, [Newark Employee 2]. It's inappropriate for me and unethical, I've been in government thirty years with no blemishes, for me to tell you who to pick. Well, I will tell you that these people are our friends. You, you know, these are people that support us. . . . They're under contract. I'm not, you know, it's not like I'm telling you to give them

anything.

r. On or about September 6, 2007, defendant SALAHUDDIN and the CW talked on the telephone. In response to the CW's stating that he was having difficulty securing permits for demolition work around the Arena, defendant SALAHUDDIN stated, "I'll get these permits done. . . ." On or about September 24, 2007, the permits were issued.

s. On or about October 5, 2007, defendant SALAHUDDIN, defendant COOPER, and the CW met at a diner in East Orange. Before defendant COOPER arrived at the meeting, defendant SALAHUDDIN described how he had interceded with Essex County government officials to attempt to obtain a portion of a County street sweeping contract for defendant COOPER, which defendant COOPER did not successfully obtain. After defendant COOPER arrived, defendant SALAHUDDIN continued to discuss defendant COOPER's failed attempt to obtain a portion of the street sweeping contract:

This is the way I, I see this. I have nothing to do with street sweeping. It's his [referring to defendant COOPER] thing. But whatever hurts him, hurts me.

t. On or about December 3, 2007, defendant SALAHUDDIN met the CW at a restaurant in East Orange. During the meeting:

i. defendant SALAHUDDIN stated that he had spoken to defendant COOPER who claimed that the CW had not been calling defendant COOPER to perform work. The CW responded that he had

called defendant COOPER and, in discussing why the CW had not received more work from Newark, queried why defendant SALAHUDDIN, as the deputy mayor, could not directly confront those with authority over the award of contracts. Defendant SALAHUDDIN replied:

No, no, you don't want to see me like with [a former Newark official] in jail or something. I got to do it, you see I got to do it through [the Newark Official]. [The Newark Official] can do that. You see, I'm the deputy mayor of public safety. I can walk into a captain and say, "Captain, what the hell did you do?" . . . or "Chief, why would you do that?" I got to have [the Newark Official] take the lead. See him, as [a high-ranking official], now he'll do it. [The Newark Official] will do it.

ii. when the CW complained that the CW had, in fact, been calling defendant COOPER, defendant SALAHUDDIN explained that defendant COOPER had difficulty managing his various business interests but that defendant SALAHUDDIN helped defendant COOPER because defendant COOPER "doesn't know how to bill, he doesn't know how to collect his money. He's a mess." Defendant SALAHUDDIN further stated about defendant COOPER and his business practices that "he has nobody that really stays on top of this stuff. So, that's what I do." As he departed the restaurant, defendant SALAHUDDIN encouraged the CW to call defendant SALAHUDDIN directly instead of defendant COOPER.

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

COUNT 2
(Attempt to Obstruct Commerce by
Extortion Under Color of Official Right)

1. Paragraphs 1 to 11 and paragraphs 17 to 18 of Count 1 of this Indictment are hereby incorporated and realleged as if fully set forth herein.

2. From in or about July 2006 to in or about December 2007, in Essex County and Ocean County, in the District of New Jersey and elsewhere, defendants

RONALD SALAHUDDIN
and
SONNIE L. COOPER

and others did knowingly and willfully attempt to obstruct, delay and affect interstate commerce by extortion under color of official right - that is, by obtaining money and other valuable benefits, including demolition business and contributions from the CW and the CW's company, with the CW's consent, in exchange for the official action and influence of defendant SALAHUDDIN as specific opportunities arose.

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

COUNTS 3 TO 5

(Solicitation, Demand, Acceptance and Agreement
to Accept Things of Value to Influence and Reward)

1. Paragraphs 1 to 11 and paragraphs 17 to 18 of Count 1 of this Indictment are hereby incorporated and realleged as if fully set forth herein.

2. At all times relevant to Counts 3 to 5 of this Indictment, the City of Newark received benefits in excess of \$10,000 under a Federal program involving a grant, contract, subsidy, loan, guarantee, insurance and other forms of federal assistance in a one-year period.

3. On or about the dates set forth below, in the District of New Jersey, and elsewhere, defendant

RONALD SALAHUDDIN
and
SONNIE L. COOPER

did knowingly and corruptly solicit and demand for the benefit of himself and others, and accept and agree to accept, things of value, as set forth below, from another, intending for defendant SALAHUDDIN to be influenced and rewarded in connection with a

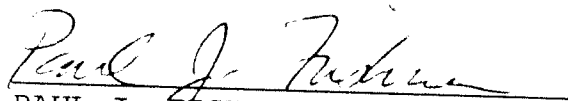
business, transaction and series of transactions of the City of Newark involving a thing of value of \$5,000 and more:

COUNT	APPROXIMATE DATE	DEFENDANT	THING OF VALUE
3	July 2006 to December 2007	RONALD SALAHUDDIN SONNIE L. COOPER	Work for Sonnie L. Cooper and Cooper Trucking
4	July 2006 to December 2007	RONALD SALAHUDDIN	Contributions to entities favored by City of Newark officials
5	July 23, 2007	RONALD SALAHUDDIN SONNIE L. COOPER	\$5,000

In violation of Title 18, United States Code, Section 666(a)(1)(B) and Section 2.

A TRUE BILL)

FOREPERSON


PAUL J. FISHMAN
UNITED STATES ATTORNEY

CASE NUMBER: _____

**United States District Court
District of New Jersey**

UNITED STATES OF AMERICA

v.

**RONALD SALAHUDDIN and
SONNIE L. COOPER**

INDICTMENT FOR

**18 U.S.C. §§ 666(a) (1) (B),
1951(a) and § 2**

A True Bill,

Foreperson

**PAUL J. FISHMAN
UNITED STATES ATTORNEY
NEWARK, NEW JERSEY**

**DAVID A. BOCIAN
ASSISTANT U.S. ATTORNEY
609-989-2190**