

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA : Criminal No. 08-
:
v. : 18 U.S.C. §§ 1956(h),
: 1956(a)(3)(B), 982 & 2
LEROY ROBINSON : INDICTMENT

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

Count 1
(Conspiracy to Launder Money)

1. At all times relevant to Count 1 of this Indictment:
 - a. Defendant LEROY ROBINSON was employed by the New Jersey Turnpike Authority and was a resident of Maplewood, New Jersey. Defendant ROBINSON was also a principal of a landfill contracting company known as LIR-Fiore, LLC and a consulting company known as LIR Consulting, LLC.
 - b. The Cooperating Witness ("CW") was an individual who held himself out as someone involved in construction work, extortionate illegal loansharking, and money laundering, with his business operation being located in the States of Florida and New Jersey.
 - c. Two law enforcement officers acting in an undercover capacity ("UC-1" and "UC-2" or collectively, the "UCs") held themselves out as CW's employees involved in illegal loansharking on behalf of CW.

d. Joseph M. Merla, a/k/a "JoJo Merla," was the owner and proprietor of a restaurant and bar located in Keyport, New Jersey (hereinafter "the restaurant").

e. Coconspirator-1 was an individual purported to be a police officer with a local police department.

2. Between in or about March 2003 and March 2004, CW and Joseph M. Merla met on numerous occasions. During these recorded meetings, Joseph M. Merla expressed an interest in helping CW to "wash" or "clean" money that CW, acting at the direction of the FBI, represented to Merla to be the proceeds of illegal loansharking activities.

3. On or about April 8, 2004, Joseph M. Merla contacted CW by telephone. During the recorded conversation, Merla expressed an interest in "cashing" a \$25,000 check and that he wanted to "write [CW] out a check for the work that [CW] did."

4. On or about April 13, 2004, defendant LEROY ROBINSON spoke to CW. During the conversation, defendant ROBINSON made arrangements to meet with CW on or about April 18, 2004 regarding "the thing that JoJo was telling me about."

5. On or about April 18, 2004, defendant LEROY ROBINSON and Joseph M. Merla met with CW and the UCs at the Restaurant. During the conversation, which was audio and video recorded, defendant ROBINSON agreed to launder \$25,000 in money which UC-1 represented to be the proceeds of loansharking "collections." As part of the arrangement, CW and the UCs provided defendant

ROBINSON with \$25,000 in cash in exchange for which they expected to receive a check in the amount of \$22,500, thereby providing defendant ROBINSON with a 10 percent commission for laundering the funds. In accordance with this arrangement, defendant ROBINSON presented a check from the account of LIR-Fiore, LLC made payable to "W.C.G.," a demolition and construction company purportedly owned and operated by CW, in order to disguise the true nature of the funds being laundered. The check contained the notation "Consultant Services" in the memo line, although no such services had been provided by CW or the UCs. Defendant ROBINSON mistakenly made out the check in the amount of \$25,000, thus failing to deduct the 10 percent commission fee. Defendant ROBINSON, CW and the UCs thereupon agreed that defendant ROBINSON would deduct the 10 percent fee from this transaction - which amounted to \$2,500 - from the check that defendant ROBINSON provided for the next laundering transaction that he conducted with CW and the UCs. During the discussion, defendant ROBINSON indicated that he wanted to engage in these transactions every couple of weeks, and UC-1 agreed to regularly hold in abeyance a sum of thirty or thirty-five thousand dollars in "street money" for defendant ROBINSON. Defendant ROBINSON and UC-1 agreed to meet in several days to consummate the next money laundering transaction, with defendant ROBINSON noting that "Thursday, we're on for 50," thus indicating his intent to consummate a \$50,000

money laundering transaction later that week.

6. On or about April 22, 2004, defendant LEROY ROBINSON and Joseph M. Merla met with CW and the UCs at the Restaurant. During the conversation, which was audio recorded, defendant ROBINSON accepted \$15,000 in cash from UC-1 in exchange for which ROBINSON provided a check drawn on the account of LIR Consulting, LLC in the amount of \$11,000. Defendant ROBINSON made the check payable to "W.C.G.," the same construction and demolition company to which the \$25,000 check had been made payable four days earlier, and explained that he would "put consulting services, um, field protocol," on the check's memo line, even though CW and the UCs had provided no such services for defendant ROBINSON. During the meeting, defendant ROBINSON and UC-1 discussed the fact that this second transaction incorporated the \$2,500 owed ROBINSON for the first \$25,000 transaction, as well as the \$1,500 owed to him on the \$15,000 transaction for that day. Defendant ROBINSON also explained that, although he had wanted to conduct a \$50,000 transaction that day, "I'd be taking too much money out of the company and, uh, I don't need the accountant to ask me 'hey, what - who's W.C.G.?' " Defendant ROBINSON and UC-1 discussed consummating another \$50,000 money laundering transaction in several weeks, and defendant ROBINSON indicated that he was unsure of when he could conduct that transaction because he was waiting on a closing for another project.

Defendant ROBINSON was asked by UC-1 to notify him as soon as possible if defendant ROBINSON would have to delay the deal because "[t]hat's my street money. I got to get it clean . . . I got to go to another way then to get rid of that fifty [thousand]."

7. On or about May 17, 2004, defendant LEROY ROBINSON and Joseph M. Merla met CW, UC-1 and UC-2 at the Restaurant. During this meeting, which was audio and video recorded, defendant ROBINSON accepted \$25,000 in cash in a small bag. In exchange, defendant ROBINSON provided CW with a check in the amount of \$22,500, but CW noticed that the check was incorrectly made payable to "W.C.B." rather than "W.C.G." After defendant ROBINSON acknowledged his error, UC-1 asked CW whether CW wanted to put the money "back on the street?" Thereafter, defendant ROBINSON and the CW agreed that defendant ROBINSON would leave with the money (referred to as the "25 jelly doughnuts") that evening and that ROBINSON would provide a check with the correct payee to UC-1 and UC-2 the following day.

8. On or about May 18, 2004, defendant LEROY ROBINSON met UC-1 and UC-2 outside of a restaurant in Lyndhurst, New Jersey. At that time, defendant ROBINSON provided a \$22,500 check from the account of LIR Consulting, LLC made out to "W.C.G." to complete the money laundering transaction from the previous day. Defendant ROBINSON caused to be written in the memo portion the

words "consulting services," although no such services had been provided by CW, UC-1 or UC-2. During the conversation, which was audio recorded, defendant ROBINSON was informed by UC-1 that CW and the UCs "got to legitimize our street cash whenever we can." At the conclusion of the conversation, defendant ROBINSON indicated that he wanted to conduct another transaction with the UCs in the near future for \$50,000.

9. On or about August 13, 2004, defendant LEROY ROBINSON met UC-1 and UC-2 in a mall parking lot in Woodbridge, New Jersey. During the ensuing audio and video recorded conversation, defendant ROBINSON provided a check in the amount of \$22,500 drawn upon the account of LIR Consulting, LLC made payable to "BCFF," another demolition and construction company purportedly owned and operated by CW. In exchange, defendant ROBINSON accepted \$25,000 in cash from the UCs. During the discussion, defendant ROBINSON was told by UC-1 that UC-1 would be involved in "money laundering jobs up north," and UC-1 inquired whether defendant ROBINSON would be able to assist them in avoiding problems with law enforcement. In response, defendant ROBINSON replied that "[i]f you want protection in the Newark area, I'll take care of it."

10. On or about August 23, 2004, defendant LEROY ROBINSON met UC-1 and UC-2 at a restaurant in Lyndhurst, New Jersey. During the ensuing audio and video recorded conversation,

defendant ROBINSON discussed with UC-1 and UC-2 the possibility of providing a law enforcement escort for UC-1 and UC-2 as they accepted a substantial delivery of cash at a location in Essex County and subsequently drove to the Garden State Parkway. UC-1 inquired as to what defendant ROBINSON could "do for us as far as getting a little protection," and explained that "[w]e're gonna meet an associate from a different company," and that "somebody's gonna give me something." Defendant ROBINSON inquired whether the UCs needed an escort for a "tractor trailer," prompting UC-1 to explain that they would be driving a car. UC-2 indicated that they would be receiving "two bags." UC-1 added that "the exchange is gonna take less than two or three minutes," and UC-2 explained that "we gotta make sure we're not getting followed." Defendant ROBINSON informed the UCs that he would talk to his contact who would provide the escort and let the UCs know if this individual was agreeable.

11. On or about August 26, 2004, defendant LEROY ROBINSON met UC-1 and UC-2 at a restaurant in Clifton, New Jersey. During the ensuing audio recorded conversation, defendant ROBINSON was informed by UC-1 that "[o]ur guy [would be] coming from New York," prompting defendant ROBINSON and the UCs to discuss postponing the date on which defendant ROBINSON would arrange for an escort for the UCs until after the upcoming political convention in New York City. Defendant ROBINSON believed that a

postponement until after the convention would be advisable because the federal government would have "so many people that's undercover and looking like ordinary guys," in the metropolitan area. Defendant ROBINSON also assured the UCs that Coconspirator-1, who was willing to escort the UCs, was "reliable," and that "I can vouch for this guy." Defendant ROBINSON further stated that "[i]f you wait, I'll have a guy follow you to [Route] 21, then I'll have a guy from Newark pick you up and take you to [Route] 22," thereby suggesting that he could provide multiple escorts to the UCs. Defendant ROBINSON also suggested that the UCs use a particular "isolated location," to conduct the transfer, and led the UCs in his vehicle to a construction site in Rutherford, New Jersey to show them where Coconspirator-1 would meet them when a date for the transfer was finalized.

12. On or about October 5, 2004, defendant LEROY ROBINSON met UC-1 and UC-2 at a restaurant in Clifton, New Jersey. During the ensuing audio and video recorded discussion, defendant ROBINSON indicated that Coconspirator-1 would escort the UCs after they accepted the cash, but explained that "[y]ou got to take care of this guy." Defendant ROBINSON further stated that Coconspirator-1 would be "comin' with an unmarked police car. He's gonna escort you from here to the Parkway - to 22 to the Parkway." As to the payment for Coconspirator-1, UC-2 inquired

"[h]ow do we get it to him? Give it to you?" Defendant ROBINSON agreed to accept this payment and provide it to Coconspirator-1, but added that "[h]e don't want to know nobody. He don't wanna have to get out of the car." Defendant ROBINSON indicated that he would be present at the location in Rutherford, New Jersey where the transaction would take place and would help direct Coconspirator-1 to follow the UCs.

13. On or about October 8, 2004, defendant LEROY ROBINSON met with UC-1 and UC-2 near a construction site in Rutherford, New Jersey which was adjacent to a hotel. During the meeting, which was audio and video recorded, defendant ROBINSON was provided by UC-1 with \$1,000, of which \$800 had been placed in a white envelope to be given by defendant ROBINSON to Coconspirator-1. After defendant ROBINSON took possession of this envelope, he was observed handing the envelope to Coconspirator-1 who was waiting in a Crown Victoria in the hotel parking lot. UC-1 and UC-2 were subsequently met by a third undercover FBI agent (hereinafter "UC-3") near the construction site at which time UC-3 provided UC-1 with a black gym bag which UC-1 placed into the rear of UC-1's vehicle. As UC-1 drove away from the construction site, Coconspirator-1 began to closely trail UC-1's vehicle. Coconspirator-1 closely followed UC-1's vehicle along Route 21 as it traveled through Newark, New Jersey and continued following it onto Route 22 until UC-1's vehicle

reached the Garden State Parkway.

14. On or about February 16, 2005, defendant LEROY ROBINSON met UC-1 and UC-2 at a restaurant in Lyndhurst, New Jersey. During the ensuing conversation, which was audio and video recorded, defendant ROBINSON provided the UCs with a check from the account of LIR-Fiore, LLC for \$27,000. The check was made payable to "BCFF," one of the demolition and construction companies purportedly owned and operated by CW. Defendant ROBINSON listed a policy number in the memo section to further disguise the true nature of the proceeds involved in the transaction. Upon providing the check to the UCs, defendant ROBINSON asked "[w]here are my munchkins," a veiled reference to the cash involved in the transactions. In response, defendant ROBINSON was then provided with \$30,000 in cash by UC-1. Defendant ROBINSON expressed interest in engaging in additional money laundering transactions, and told the UCs that he would let them know within several days when he would be able to engage in future transactions.

15. From in or about April 2004 to in or about February 2005, in Monmouth County, in the District of New Jersey, and elsewhere, defendant

LEROY ROBINSON

knowingly, willfully, and with intent to conceal and disguise the nature, location, source, ownership, and control of property

believed to be the proceeds of specified unlawful activity, to include the extortionate extension of credit, conspired and agreed with others to conduct financial transactions affecting interstate commerce and involving the use of financial institutions engaged in interstate commerce, specifically, providing checks in return for U.S. currency represented by law enforcement officers and by another person at the direction of and with the approval of a federal official authorized to investigate and prosecute violations of Title 18, United States Code, Section 1956, to be the proceeds of specified unlawful activity, contrary to Title 18, United States Code, Section 1956(a)(3).

In violation of Title 18, United States Code, Section 1956(h).

Counts 2 to 6
(Money Laundering)

1. Paragraphs 1 to 9 and paragraph 14 of Count 1 of this Indictment are hereby incorporated and realleged as if set forth fully herein.

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

LEROY ROBINSON

with the intent to conceal and disguise the nature, location, source, ownership and control of property believed to be the proceeds of specified unlawful activity, to include the extortionate extension of credit, did knowingly and willfully conduct and attempt to conduct financial transactions affecting interstate commerce and involving the use of financial institutions engaged in interstate commerce, specifically, providing checks in return for U.S. currency represented by law enforcement officers and by another person at the direction of and with the approval of a federal official authorized to investigate and prosecute violations of Title 18, United States Code, Section 1956, to be the proceeds of specified unlawful activity:

COUNT	DATE	LOCATION	AMOUNT OF TRANSACTION
TWO	April 18, 2004	Keyport, NJ	\$25,000
THREE	April 22, 2004	Keyport, NJ	\$15,000

FOUR	May 17, 2004	Keyport, NJ	\$25,000
FIVE	August 13, 2004	Woodbridge, NJ	\$25,000
SIX	February 16, 2005	Lyndhurst, NJ	\$30,000

In violation of Title 18, United States Code, Section 1956(a)(3)(B) and Section 2.

FORFEITURE ALLEGATIONS

The Grand Jury realleges and incorporates by reference the allegations contained in this Indictment for the purpose of noticing forfeiture pursuant to Title 18, United States Code, Section 982.

As the result of committing one or more of the money laundering offenses in violation of 18 U.S.C. § 1956 alleged in Counts 1 to 6 of this Indictment, defendant LEROY ROBINSON shall forfeit to the United States pursuant to 18 U.S.C. § 982, all property, real and personal, involved in the money laundering offense and all property traceable to such property, including but not limited to the following:

A sum of money equal to \$120,000 in United States currency, representing the amount of proceeds obtained as a result of the offense.

If any of the above-described forfeitable property, as a result of any act or omission of the defendant:

- (1) cannot be located upon the exercise of due diligence;
- (2) has been transferred or sold to, or deposited with, a third person;
- (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 subdivided without difficulty;

it is the intent of the United States, pursuant to 18 U.S.C. § 982(b), to seek forfeiture of any other property of said

defendant up to the value of the above forfeitable property.

In violation of Title 18, United States Code, Sections 982
and 1956.

A TRUE BILL

FOREPERSON

CHRISTOPHER J. CHRISTIE
United States Attorney