
UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA : **CRIMINAL COMPLAINT**
 :
 v. :
 :
 JACK M. SHAW, :
 EDWARD CHEATAM, and :
 LEONA BELDINI : **Mag. No. 09-8127 (MCA)**

I, Robert J. Cooke, being duly sworn, state the following is true and correct to the best of my knowledge and belief.

SEE ATTACHMENT A

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

SEE ATTACHMENT B

continued on the attached page and made a part hereof.

Robert J. Cooke, Special Agent
Federal Bureau of Investigation

Sworn to before me and subscribed in my presence,
July ____, 2009, at Newark, New Jersey

HONORABLE MADELINE COX ARELO
UNITED STATES MAGISTRATE JUDGE

Signature of Judicial Officer

ATTACHMENT A

COUNT 1

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

LEONA BELDINI,
EDWARD CHEATAM, and
JACK M. SHAW

and others, did knowingly and willfully conspire to obstruct, delay, and affect interstate commerce by extortion under color of official right, by accepting and agreeing to accept structured political contributions and other benefits that were given and to be given by another, with that person's consent, in exchange for defendant LEONA BELDINI'S and JC Official 2's official assistance in Jersey City Government matters.

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

COUNT 2

From in or about December 2008 to in or about February 2009, in Hudson County, in the District of New Jersey and elsewhere, defendant

EDWARD CHEATAM

did knowingly and willfully attempt to obstruct, delay, and affect interstate commerce by extortion under color of official right, by accepting and agreeing to accept corrupt payments that were given by another, with that person's consent, for defendant EDWARD CHEATAM'S benefit in exchange for his official assistance as specific opportunities arose.

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

ATTACHMENT B

I, Robert J. Cooke, am a Special Agent with the Federal Bureau of Investigation ("FBI"). I have personally participated in this investigation and am aware of the facts contained herein, based upon my own participation in this investigation, as well as information provided to me by other law enforcement officers. Because this Attachment A is submitted for the limited purpose of establishing probable cause, I have not included herein the details of every aspect of the investigation. Statements attributable to individuals contained in this Attachment are related in substance and in part, except where otherwise indicated. All contacts discussed herein were recorded, except where otherwise indicated.

1. At all times relevant to this Complaint, defendant Leona Beldini ("defendant Beldini") was the Deputy Mayor of Jersey City, New Jersey and a real estate broker in Jersey City.

2. At times relevant to this Complaint, defendant Edward Cheatam ("defendant Cheatam") was the affirmative action officer for Hudson County and a Commissioner on the Jersey City Housing Authority (the "JCHA"). As a member of the JCHA, defendant Cheatam's duties included voting on JCHA resolutions regarding the awarding of JCHA service contracts, the selection of real estate developers for various redevelopment projects, and rules, policies and procedures governing redevelopment projects. Until in or about May, 2009, defendant Cheatam served as the Vice President of the Jersey City Board of Education ("BOE"), where his duties included administering the Jersey City school system, establishing policies and procedures under which the Jersey City schools operated, and voting regarding Jersey City personnel matters and the approval of various BOE service contracts.

3. At all times relevant to this Complaint, defendant Jack M. Shaw ("defendant Shaw") was the owner of a consulting firm based in Jersey City.

4. At all times relevant to this Complaint:

(A) There was an individual who was a high-ranking elected official in Jersey City, New Jersey ("JC Official 4"). JC Official 4 was seeking re-election on or about May 12, 2009.

(B) There was an individual who served as an official with Jersey City Department of Health and Human Services ("HHS") ("JC Official 2").

(C) There was a cooperating witness (the "CW") who had been charged with bank fraud in a federal criminal complaint in May 2006. Thereafter, for the purposes of this investigation conducted by the FBI, the CW posed as (a) a real estate developer interested in development in the greater Jersey City area and (b) the owner of a tiling company interested in developing tiling business in the Jersey City schools. 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.

COUNT 1

5. On or about January 7, 2009, defendant Cheatam met with the CW at a restaurant in Jersey City. During the meeting, after defendant Cheatam and the CW had discussed Cheatam exerting official influence to assist the CW in securing approvals relating to development issues in Jersey City and relating to tile contracts at the BOE, defendant Cheatam explained to the CW that defendant Cheatam would seek to introduce the CW to other government officials or politicians who could assist the CW with the CW's business interests. In this regard, defendant Cheatam explained to the CW that he would introduce the CW to "the right people" and agreed with the CW that such people had to be people that defendant Cheatam and the CW could trust. Defendant Cheatam further explained, in substance, that depending on the outcome of the Jersey City mayoral election, incumbent JC Official 4 or a specific opponent of JC Official 4 would be important for the CW to work with in Jersey City. In addition, defendant Cheatam explained that defendant Cheatam also would introduce the CW to defendant Shaw.

6. On or about February 17, 2009, defendant Shaw, defendant Cheatam and the CW met at a restaurant in Jersey City. During this meeting, defendant Shaw explained to the CW that defendant Shaw had a "very good relationship" with JC Official 4 and that defendant Shaw would set up a meeting between JC Official 4 and the CW in the next "2 weeks." Defendant Shaw further explained that the CW had "to meet" JC Official 4 to further the CW's real estate development interests in Jersey City, and that defendant Shaw could arrange a similar meeting with an opponent of JC Official 4 (the "Opponent") on the CW's behalf because such a meeting could be "insurance" in the event that the Opponent prevailed.

7. Defendant Shaw agreed that defendant Shaw could help the CW, and according to the CW, "deal with [JC Official 4]" with

"the green" [meaning cash payments according to the CW and the context of this and other recordings] to "stay under the radar" and to take the CW's money to pay JC Official 4. Defendant Shaw then agreed with defendant Cheatam who stated that they could do the "same thing with [the Opponent]." Defendant Shaw stated this arrangement could be "set up, no problem." Defendant Shaw and defendant Cheatam then agreed to accept an equal amount in cash from the CW for themselves as the CW paid to JC Official 4 and the Opponent. As the meeting continued, defendant Shaw further discussed how the CW should handle the CW's dealings with JC Official 4. Defendant Shaw explained that when the CW met with JC Official 4, the CW should not "mention any money" because defendant Shaw would "deal with" that. Instead, defendant Shaw explained, the CW should "tell [JC Official 4] you want to contribute." Defendant Shaw then agreed that, in exchange, JC Official 4 would help the CW with the approvals relating to the CW's purported development initiatives in Jersey City.

8. At the end of the meeting, defendant Shaw accepted an envelope containing \$10,000 in cash from the CW. When accepting this envelope, defendant Shaw was advised by the CW that the envelope contained "\$10,000" and that this payment was "just the beginning." In response, defendant Shaw thanked the CW and stated that defendant Shaw hoped that defendant Shaw and the CW would have a long "relationship" that would be "good for" the CW and "good for us." Defendant Cheatam also accepted \$5,000 in cash, among other monies, from the CW for introducing the CW to defendant Shaw, among other things.

9. On or about March 11, 2009, defendant Shaw, defendant Cheatam, and the CW met at a restaurant in Weehawken, New Jersey. During this meeting, defendant Shaw confirmed that defendant Shaw had arranged a meeting between JC Official 4 and the CW for on or about March 13, 2009, at a restaurant in Jersey City. Defendant Shaw further stated that defendant Shaw would sit down with defendant Beldini to discuss contributions. Defendant Shaw indicated that JC Official 4 would help the CW with the CW's approvals. Defendant Shaw further confirmed for the CW that defendant Beldini operate[d] the way they liked to "operate." Defendant Shaw then suggested that the CW pay \$10,000 in "contributions" for the benefit of JC Official 4 in exchange for real estate "approvals" in Jersey City.

10. On or about March 13, 2009, at approximately 11:53 a.m., FBI agents intercepted an outgoing call from defendant Shaw's cell phone to defendant Beldini. During this call, defendant Beldini confirmed that defendant Shaw and the CW would attend a meeting later that day with defendant Beldini and JC

Official 4. Defendant Beldini expressed concern that defendant Cheatam would be at the meeting because, she explained, JC Official 4 may not be "comfortable talking finances" in front of defendant Cheatam. Defendant Beldini further stated that there are "too many snakes around" and asked defendant Shaw several times whether defendant Shaw "understood" what Beldini was saying.

11. On or about March 13, 2009, at approximately 12:15 p.m., FBI agents intercepted an outgoing call from defendant Shaw's cell phone to defendant Beldini. During this call, defendant Shaw explained to defendant Beldini that defendant Cheatam would attend the meeting, but would arrive a bit late to allow JC Official 4 to meet with the CW without defendant Cheatam. As the conversation continued, defendant Shaw explained to defendant Beldini that defendant Cheatam's presence for part of the meeting was important because Cheatam had "a lot to say about" the CW "giving money to [JC Official 4]."

12. On or about March 13, 2009, defendant Beldini, defendant Shaw, defendant Cheatam, JC Official 4 and the CW met at a luncheonette in Jersey City. During this meeting, defendant Shaw advised JC Official 4 that the CW had an "option on some property" in Jersey City, and that the CW wanted to meet JC Official 4 in connection with the CW's purported real estate development interests in Jersey City. Defendant Shaw further indicated to JC Official 4 that defendant Shaw previously had advised the CW about the "race" and that "you [meaning JC Official 4] were the place to put the money [meaning campaign contributions or other payments based on the context of this and other recorded conversations]." As the meeting continued, defendant Cheatam advised JC Official 4 that the CW was ready to develop real estate with JC Official 4's "help" and "assistance," and JC Official 4 was further advised by the CW that "approvals are key."

13. After JC Official 4 left the meeting, defendant Beldini advised the CW that she understood what the CW was "trying to do," and cautioned the CW that "we have to be very cautious." Defendant Beldini then was assured by the CW that anything the CW "did" [meaning making payments, based on the context of this and other recorded conversations] with JC Official 4, the CW would do "through" defendant Shaw. In response, defendant Beldini assured the CW that she and JC Official 4 could "help move" the CW's Jersey City real estate "approvals" along. Defendant Beldini then indicated that she agreed with the CW that it would be better if the CW's name did not "show up" in connection with any campaign contributions or payments that the CW provided to JC

Official 4. After defendant Beldini departed, defendant Shaw, defendant Cheatam and the CW discussed how to compensate defendant Beldini and JC Official 4 for their assistance, with defendant Shaw informing the CW that they would figure out what the "campaign thing" was (meaning how much to contribute to JC Official 4's campaign) and then if the CW wanted to do anything for defendant Beldini herself, the CW could "include" her "down the road" on some deal, such as making her the realtor on the project. Identifying that it could be a conflict for defendant Beldini to accept such an engagement, defendant Cheatam indicated that defendant Beldini would not have to be the "up front" contact and could be in a "secondary" position. Defendant Cheatam indicated that they would work this out.

14. On or about March 16, 2009, defendant Shaw, defendant Cheatam and the CW met at a diner in Jersey City. Among other things, defendant Shaw discussed with the CW and defendant Cheatam that defendant Beldini was interested in being a realtor for the purchase and sale of the CW's properties and units, including the purported Garfield Avenue project. Referring to assisting in obtaining approvals from Jersey City in connection with the CW's development initiatives there, defendant Shaw stated that defendant Beldini only "enhanced" what they were doing and that defendant Shaw and defendant Cheatam would talk to defendant Beldini about what they wanted her to do and she would take care of it from there. Referring to their earlier meeting with defendant Beldini and JC Official 4, defendant Shaw and defendant Cheatam told the CW that it was "rare" to obtain such a meeting with JC Official 4 at the luncheonette because JC Official 4's staff wanted JC Official 4 to conduct meetings in JC Official 4's offices. Defendant Shaw further indicated that JC Official 4 had not advised his staff about their earlier meeting. Defendant Shaw further indicated that there was no need for a whole lot of people to know who the CW was. Defendant Shaw that they would meet with defendant Beldini again. The CW asked defendant Shaw to advise the CW about when that meeting occurred so that the CW could "prepare" for it, to which defendant Shaw responded, "Okay."

15. On or about March 19, 2009, defendant Shaw, defendant Cheatam and the CW met at a restaurant in Jersey City. During this meeting, among other issues, defendant Shaw, defendant Cheatam and the CW discussed their March 13th meeting with defendant Beldini and JC Official 4. Defendant Shaw explained that defendant Beldini was "very happy" with that meeting, but that she and JC Official 4's "problem" was that they could not "take cash." Defendant Shaw suggested that the CW give defendant Cheatam and defendant Shaw \$5,000 each, and that defendant

Cheatam and defendant Shaw would then provide contribution checks to defendant Beldini and JC Official 4 totaling \$10,000. Defendant Shaw also advised the CW that defendant Beldini wanted to discuss being the real estate broker on the Garfield Avenue project with the CW. The CW expressed concern that defendant Beldini would then be conflicted out of helping the CW obtain a zoning change before the Jersey City Council. Defendant Shaw indicated that this would not be the case, stating that defendant Beldini would be "out there lobbying like hell" for the CW. Defendant Shaw added that as the matter drew closer, defendant Beldini and the CW would work out a fee and sign an agreement. The next day, at a diner in Jersey City, defendant Cheatam and defendant Shaw accepted \$10,000 in cash each from the CW, including \$5,000 a piece to "convert" into contributions for JC Official 4.

16. On or about March 24, 2009, defendant Beldini, defendant Shaw, defendant Cheatam and the CW met at a diner in Jersey City. During this meeting, defendant Shaw, defendant Cheatam and the CW discussed the process of obtaining a zoning change with defendant Beldini. The CW informed defendant Beldini that the CW hoped to build condominiums on a property on Garfield Avenue in Jersey City which would sell for \$500,000 a piece, or more. After defendant Beldini explained that she did not personally vote on such matters, defendant Shaw explained that "[s]he cuts the red tape." The CW expressed willingness to purchase properties under LLC names under which the CW's name would not appear to avoid any conflicts of interest and added that "any of the donations, nothing's in my name. This way we're all protected." Defendant Beldini echoed defendant Shaw's words by adding that "I can definitely help you get through a lot of red tape," with respect to Jersey City government matters. In response, defendant Beldini was informed by the CW that defendant Beldini would have the CW's support. A short time later, the CW confirmed that defendant Beldini should have received \$10,000 for tickets for an upcoming fundraiser purchased by defendant Shaw and defendant Cheatam as financed by the CW. Thereafter, while outside the presence of defendant Beldini for a short time, defendant Cheatam informed the CW that defendant Beldini would be able to expedite official matters for them if they ran into problems.

17. Later in the meeting, the CW informed defendant Beldini that the CW had told defendant Shaw that "that ten, ten that I gave him, that ten thousand is just the first, but I'll give him, as the election gets nearer, I'll give him another ten down the line." The CW added that "I'll count on you for all your help, you know, approvals and stuff," prompting defendant Beldini to

reply "[a]bsolutely." Defendant Beldini acknowledged the receipt of the \$10,000 and explained that "[w]hat we're trying to do is put money into different funds so we can, when we need it, funnel it back into [JC Official 4's election fund]. Which everybody does." Defendant Beldini added that she was the treasurer for JC Official 4's reelection campaign and noted that "I think it's a max of 2,600 per person." The CW responded "[b]ut we don't have a problem with that," prompting defendant Beldini to reply, "I know." The CW then clarified that "I go through [defendant Shaw and defendant Cheatam] with the cash, and they do whatever they got to do with you and [JC Official 4]." The CW expressed the CW's understanding that the first \$10,000 would go to a Jersey City political committee and that the next \$10,000 would go to JC Official 4's election fund, to which defendant Beldini replied, "Perfect." After defendant Beldini departed, defendant Cheatam warned the CW to be "very, very careful." Defendant Cheatam indicated that the CW's open discussion of payoffs made certain public officials and candidates nervous, noting that "[t]hese people, they come back to us, they say they don't like talking money with you." In response, the CW indicated to defendant Cheatam that the CW did not want officials (such as defendant Beldini) to forget the CW, to which defendant Cheatam replied that "[t]hey know."

18. On or about March 30, 2009, defendant Shaw, defendant Cheatam and the CW met at a diner in Bayonne, New Jersey. During that meeting, among other things, defendant Shaw informed the CW that defendant Shaw had given the "checks" to JC Official 4 at the previous Saturday's campaign fundraiser, but indicated that defendant Shaw had told JC Official 4 that the checks came from the CW. Defendant Shaw then remarked "[a]nd [defendant Beldini] knew it."

19. On or about March 30, 2009, at approximately 2:18 p.m., FBI agents intercepted an outgoing call from defendant Shaw's cell phone to defendant Cheatam, during which defendant Shaw told defendant Cheatam that 10 a.m. on Wednesday was a good time to meet with defendant Beldini and the CW at a restaurant in Jersey City. Defendant Shaw told defendant Cheatam that they "could be seen with her there," to which defendant Cheatam responded, "Yeah, we can. Nobody else." Defendant Shaw explained that defendant Beldini had spoken to JC Official 4 who had told defendant Beldini that "'it was great that [defendant Cheatam and defendant Shaw] got their guy [the CW] to contribute ten grand, but it was even more surprising that they gave \$2,500 each.' So [JC Official 4] thinks that we [defendant Cheatam and defendant Shaw] gave the money and that [the CW] gave the money." Defendant Shaw added that defendant Beldini had not said anything

to JC Official 4 to change JC Official 4's opinion, and stated that JC Official 4 and defendant Beldini were with them [meaning defendant Cheatam and defendant Shaw].

20. On or about April 1, 2009, defendant Beldini met defendant Shaw, defendant Cheatam and the CW at a diner in Jersey City. Defendant Shaw told the CW that defendant Shaw had seen JC Official 4 on Saturday who was "very happy" with the financial support provided by the CW. Defendant Beldini was informed by the CW that the CW was forming a company to deal with the Garfield Avenue project. Defendant Beldini and the CW discussed defendant Beldini becoming the real estate broker for this project, and that the listing broker would be defendant Beldini herself, according to defendant Beldini. Defendant Beldini also indicated that she would place one of her associates as a broker on the site of the project. The CW also informed defendant Beldini that the CW: (a) would give another \$10,000 for the benefit of the JC Official 4's campaign when the CW got back from a stay out of state; (b) then would provide another \$10,000 after the election; and (c) would transmit these monies using defendant Shaw and defendant Cheatam as conduits. Defendant Beldini later showed the CW the plans for a proposed project smaller than the Garfield Avenue project (which the CW had estimated at 750 units earlier in the conversation) and mentioned that this project had all of its approvals and was good to go. The CW mentioned that this project almost was as good as the CW's purported Garfield Avenue project. In response, defendant Beldini agreed that the Garfield Avenue project would be huge, but would take longer to build. The CW reminded defendant Beldini to assist the CW in expediting Jersey City approvals with respect to this project, to which, defendant Beldini responded "absolutely." Defendant Shaw then added that they (meaning defendant Beldini and JC Official 4) would be "there" for the CW and that as "happy" as JC Official 4 was that past Saturday night (referring to the first \$10,000 contribution financed by the CW), JC Official 4 would "be there."

21. On or about April 21, 2009, at approximately 12:13 p.m., FBI agents intercepted an incoming call from defendant Beldini to defendant Shaw's cell phone. After briefly discussing an unrelated matter, defendant Beldini was informed by defendant Shaw that defendant Shaw would find out from the CW a time when they would meet with defendant Beldini "[be]cause we gotta get [JC Official 4] some more money." Beldini responded affirmatively.

22. On or about April 22, 2009, at approximately 9:53 a.m., FBI agents intercepted an outgoing call from defendant Shaw's cell phone to defendant Cheatam. Among other things,

defendant Shaw told defendant Cheatam that "[t]hey're trying to find time, um, next week for [JC Official 4]," an apparent reference to defendant Beldini's attempts to help arrange a meeting involving defendant Shaw, defendant Cheatam, JC Official 4 and the CW. Defendant Cheatam responded, "Whatever time he's available, we'll, we'll bring [the CW] on in and knock it out."

23. On or about April 30, 2009, defendant Beldini met defendant Shaw, defendant Cheatam, JC Official 4 and the CW at a luncheonette in Jersey City. Before defendant Beldini or JC Official 4 arrived, defendant Shaw was informed by the CW that the CW had brought \$10,000 in cash that the CW would give to defendant Shaw after the meeting to arrange a contribution to JC Official 4. After defendant Beldini arrived, Beldini was informed by the CW that the CW would be applying for a zone change in approximately two months and to not let such application go to the "bottom" of the pile, to which defendant Beldini responded that she could say "one thing" about JC Official 4--JC Official 4 "remembered" JC Official 4's "friends," and JC Official 4's word was "gold." Defendant Beldini further was advised that the CW would give defendant Shaw another \$10,000 after the meeting and then, in turn, defendant Shaw would do "business" with defendant Beldini. Defendant Beldini further was advised by the CW that the CW would give another \$10,000 after the election. After JC Official 4 arrived, among other things, defendant Cheatam advised JC Official 4 that they would get development matters relating to the CW moving after the election. Shortly thereafter, defendant Cheatam advised JC Official 4 that the CW wanted to be on the "top" of the "pile." JC Official 4 was further told by the CW that the CW: (a) had given \$10,000 to defendant Shaw already (a reference to the March 20th payment of money to defendant Shaw); (b) would give another \$10,000 to defendant Shaw that day to be passed on to JC Official 4's election fund; and (c) would give another \$10,000 after the election, to which, JC Official 4 responded, among other things, that hopefully "we" could work "together" and that this would be "mutually beneficial." After defendant Beldini and JC Official 4 left, while outside the luncheonette, defendant Shaw told the CW that "everybody" (to include defendant Beldini and JC Official 4) was as "happy as hell." Thereafter, defendant Shaw accepted \$10,000 in cash from the CW to structure as political contributions to JC Official 4 as facilitated by defendant Beldini.

24. On or about May 4, 2009, at approximately 10:53 a.m., FBI agents intercepted a call from defendant Beldini to defendant Shaw's home phone. During the call, defendant Beldini asked, "So what can I do for you dear?" Defendant Shaw replied "I got money

for you," prompting defendant Beldini to respond, "Okay, that sounds wonderful." Defendant Beldini further was informed by defendant Shaw, "I need to, uh, I need to know wh--, how you want it." Defendant Beldini responded, "It's gonna be for [JC Official 4's election fund] correct?" Defendant Shaw indicated that defendant Shaw thought this was the case and asked what they had done with the prior contribution. Defendant Beldini responded "[t]hat was for [a different political committee]" a reference to the organization through which the CW's first \$10,000 payment had been funneled. Defendant Beldini reiterated that "[t]his is for [JC Official 4's election fund] prompting defendant Shaw to remark that "we can do that." Defendant Beldini then asked defendant Shaw "[w]here will I, uh, bump into you?" to which defendant Shaw responded by asking where defendant Beldini would be the afternoon of the following day. Defendant Beldini indicated that she would have to call defendant Shaw back, prompting defendant Shaw to say that: "I gotta get from [the CW], uh, these checks so I can get 'em over to you." Defendant Beldini remarked, "Beautiful," and indicated that she wanted to receive the checks before a ten-day report was due, likely a reference to a New Jersey Election Law Enforcement Commission reporting form.

25. On or about May 5, 2009, at approximately 10:23 a.m., FBI agents intercepted an outgoing call to defendant Beldini from defendant Shaw's cell phone. During this call, defendant Beldini was advised by defendant Shaw that defendant Shaw had some donations for JC Official 4's campaign, and defendant Beldini and defendant Shaw arranged to meet later that afternoon at a Jersey City diner. As revealed by calls over defendant Shaw's phone intercepted by the FBI during this time period, defendant Shaw and defendant Cheatam arranged for others to provide checks to JC Official 4's campaign, funded with cash provided by the CW.

26. On or about May 5, 2009, at approximately 12:35 p.m., FBI agents intercepted an outgoing call from defendant Shaw's home phone to defendant Cheatam. Among other things, defendant Shaw told defendant Cheatam that "I'm meeting [defendant Beldini] at 2 o'clock at [a Jersey City Diner]," and explained that defendant Shaw would be "[g]iving her my checks." Defendant Shaw suggested that defendant Cheatam might wish to meet them there "[o]r you can just make another appointment with her." Subsequently, defendant Cheatam asked "is it best to do it out of my personal account, or do it the business account?" Defendant Shaw replied, "Um, do it your business account," to which defendant Cheatam replied, "Okay, alrighty." Thereafter, on or about May 6, 2009, defendant Shaw, defendant Cheatam and the CW

met at a restaurant in Weehawken, New Jersey. Confirming the turnover of these structured contributions, defendant Shaw informed the CW that they had coffee with defendant Beldini and that defendant Beldini was very pleased with the CW. Additionally, defendant Shaw informed the CW that defendant Beldini had not sold a house since the beginning of the year and could not wait for the CW to get started with a project.

27. On or about June 2, 2009, defendant Shaw and defendant Cheatam met with the CW at a diner in Jersey City. Among other things, defendant Shaw advised the CW that defendant Shaw was working with defendant Cheatam and defendant Beldini on enabling the CW to replace a designated developer on a particular project in Jersey City. Defendant Shaw advised the CW that the CW did not need to meet with the developer, and that the CW just needed to meet with defendant Beldini and JC Official 4 if the CW was interested in this property.

28. On or about July 1, 2009, defendant Shaw and defendant Cheatam met with the CW at a diner in Jersey City. Among other things, defendant Shaw advised the CW to hold on to the promised \$10,000 after-election contribution to JC Official 4's election fund, because defendant Shaw was advised that JC Official 4 was forming a new political fund. Defendant Shaw also advised the CW that defendant Beldini would be the realtor on the CW's purported Garfield Avenue project. As the meeting was concluding outside the diner, defendant Shaw changed his mind and told the CW to come prepared to turn over \$10,000 in cash to fund contributions at the upcoming meeting with defendant Beldini and JC Official 4. During the July 1st meeting, as had occurred from time to time, defendant Shaw and defendant Cheatam accepted cash payments in exchange for their activity, including their activity involving defendant Beldini and JC Official 4.

COUNT 2

1. On or about December 16, 2008, defendant Cheatam, JC Official 2 and the CW met at a restaurant in Jersey City. During the meeting, defendant Cheatam was advised by the CW that the CW was hoping to perform tile work in the Jersey City schools, and that the CW also was interested in developing mixed use real estate projects in Jersey City. As defendant Cheatam agreed to assist the CW with these ventures and to introduce the CW to various government officials in Jersey City who could further assist the CW with these ventures, defendant Cheatam was advised by the CW that the CW was "generous" and did not "want nothing for free" and if such officials "help [the CW, the CW would], help them." Defendant Cheatam further agreed to accept \$10,000

"to start" from the CW in return for defendant Cheatam's official assistance with the CW's business interests in Jersey City.

2. On or about December 18, 2008, defendant Cheatam, JC Official 2 and the CW met at a restaurant in Jersey City. Before JC Official 2 arrived at the meeting, defendant Cheatam accepted an envelope containing \$10,000 in cash from the CW. As he accepted this payment, defendant Cheatam was advised by the CW that defendant Cheatam was being provided with "\$10,000" and defendant Cheatam agreed that this particular envelope helped conceal the payment because if "anyone ever asked," defendant Cheatam could always claim that he received "plans" or merely an "[interstate courier] package" from the CW. Defendant Cheatam further stated "I appreciate it." When accepting this cash payment, defendant Cheatam agreed to use his official position to help the CW develop a real estate project in a building that would house a Jersey City public school and condominiums (the "School Development Project"). Among other things, defendant Cheatam agreed that he would "get" the CW a school construction loan and he could "make sure" the CW's School Development Project was approved.

3. On or about January 7, 2009, defendant Cheatam and the CW met at a restaurant in Jersey City. During the meeting, among other things, defendant Cheatam assured the CW that because of his "power" on the BOE, the School Development Project would receive "approval" and that defendant Cheatam could "handle that no problem." Later in this same conversation, defendant Cheatam was advised by the CW that the CW still was interested in performing tile work in the Jersey City schools. Defendant Cheatam explained to the CW that individuals interested in performing such tile work were required to submit bids to the BOE, and that the low bidder would be awarded the tile work. Defendant Cheatam then agreed to rig the bidding process in the CW's favor by telling the CW if another bidder's "price [was] cheaper" and then instructing the CW whether the CW had to "go lower" [meaning submit a lower bid]. As defendant Cheatam further agreed to tell the CW "the exact price" to bid, defendant Cheatam was advised by the CW that the CW imported tile from Italy and other tile related materials from Spain.

4. On or about February 16, 2009, defendant Cheatam and the CW met at a restaurant in Jersey City. During the meeting, defendant Cheatam agreed to accept an additional \$5,000 in exchange for defendant Cheatam's official assistance in helping to secure tile work with the BOE with development issues for the CW. On or about February 17, 2009, outside of a restaurant in Jersey City, defendant Cheatam accepted this \$5,000 in cash,

among other monies, from the CW in exchange for defendant Cheatam's official assistance with the tile-work matter and development issues.