AUSAs MANISH S. SHAH and PATRICK McGOVERN (312) 353-0517

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UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION

UNITED STATES OF AMERICA

v.

JAMES J. LASKI

UNDER SEAL

CRIMINAL COMPLAINT

CASE NUMBER: 05CR 964

MAGISTRATE JUDGE SCHENKIER

I, Irene Lindow, the undersigned complainant, being duly sworn, state the following is true and correct to the best of my knowledge and belief. In or about 2003, at Chicago, in the Northern District of Illinois, Eastern Division, defendant,

(Track Statutory Language of Offense)

being an agent of the City of Chicago, corruptly solicited and demanded for the benefit of any person, and accepted and agreed to accept things of value, namely money from CW-1 and CW-2, intending to be influenced and rewarded in connection with business, transactions, and series of transactions of the City of Chicago involving a thing of value of $5,000 or more, with the City of Chicago being an agency that received in excess of $10,000 in federal funding in a twelve-month period from period from January 1, 2003 to December 31, 2003.

in violation of Title 18 United States Code, Section 666(a)(1)(B); and
from September 13, 2005 through October 16, 2005, at Chicago, defendant

together with Individual B, did corruptly endeavor to influence, obstruct, and impede the due administration of justice, namely, knowing that the grand jury was investigating cash payments made to LASKI by CW-1 and CW-2, defendant and Individual B directed and advised CW-2 to mislead the grand jury by: (1) falsely testifying that CW-2 did not recall making cash payments and did not know the purpose of cash payments to LASKI; and (2) falsely testifying that the payments given to LASKI by CW-2 were political contributions;

in violation of Title 18 United States Code, Sections 1503(a) and 2.

I further state that I am a Special Agent, U.S. Dept. of Labor - OIG, and that this Complaint is based on the following facts:

See Attached Affidavit.

Continued on the attached sheet and made a part hereof: X Yes ___ No

Signature of Complainant

Sworn to before me and subscribed in my presence,

November 30, 2005 at Chicago, Illinois
Date City and State

SIDNEY I. SCHENKIER, U.S. Magistrate Judge
Name & Title of Judicial Officer

Signature of Judicial Officer

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

AFFIDAVIT

I, Irene Lindow, being duly sworn, depose and state as follows:

Introduction

1. I am a Special Agent with the United States Department of Labor – Office of the Inspector General ("USDOL-OIG"), and have been so employed for over 2 years. For approximately 5 years, I was employed as an investigator for the Department of Labor Employee Benefits Security Administration. In connection with my official duties, I have investigated violations of federal criminal law, including violations relating to public officials. I have also received training in the enforcement of laws concerning, among other things, public corruption and white-collar crime. I have received training and have participated in all of the normal methods of investigation, including, but not limited to, visual and electronic surveillance, the general questioning of witnesses, the use of informants, and undercover operations.

2. This Affidavit is made in support of a criminal complaint charging JAMES J. LASKI with: bribery, in violation of 18 U.S.C. § 666(a)(1)(B); and obstruction of justice, in violation of 18 U.S.C. §§ 1503(a) and 2. This investigation has been jointly conducted by the Federal Bureau of Investigation, United States Postal Inspection Service, and the USDOL-OIG. The information contained in this Affidavit is based on my personal observations and experience in addition to information obtained from other law enforcement agents participating in the investigation, witnesses, and documents, and my review of recorded conversations.

3. Since this Affidavit is being submitted for the limited purpose of establishing probable cause in support of a criminal complaint, I have not included each and every fact known to me concerning this investigation. I have set forth only the facts that I believe are necessary to establish probable cause to believe LASKI committed violations of 18 U.S.C. §§ 666(a)(1)(B) and 1503(a). Where statements of others are set forth in this Affidavit, they are set forth in substance and are not verbatim. This Affidavit does not refer to all information provided by the witnesses described below, nor does it refer to every witness who has provided information to the investigation. Statements from recorded conversations do not include all statements or topics covered during the course of the recorded conversations, and are not taken from a final transcript.

Defendant LASKI

4. JAMES J. LASKI is the elected City Clerk of Chicago and was first elected to that office in 1995. According to City ordinance and information posted on the Clerk's Office website, the City Clerk's Office is responsible for: maintaining official records of city government; publishing the *Journal of Proceedings* of the Chicago City Council; issuing all business, liquor and other city licenses; and the sale of vehicle stickers and residential permit parking stickers. According to the Clerk's Office website, LASKI is "the second-highest ranking official" of the City with a staff of approximately 120 employees. As City Clerk, LASKI is an agent of the City of Chicago ("the City").

5. In his capacity as a City official, and pursuant to the Chicago Governmental Ethics Ordinance, LASKI owed a fiduciary duty to the City in the performance of his public duties. Pursuant to the Ethics Ordinance LASKI was prohibited from: in any way attempting to use his position to influence any City governmental decision or action in which he knew or had reason to

know that he had any economic interest distinguishable from its effect on the public generally; contacting any other official or employee with respect to any matter involving any person with whom LASKI had a business relationship; and accepting any money or thing of value in return for advice or assistance on matters concerning the operation or business of the City.

The Hired Truck Program

6. At times material to this Complaint, the City rented trucks and drivers from privately owned truck companies pursuant to the Hired Truck Program (HTP). The HTP allowed the City's Departments of Transportation ("CDOT"), Water Management (which includes the former Water Department and Sewers Department), and Streets and Sanitation to hire trucking services on an as-needed basis to supplement City construction projects and daily operations. Until the formation of the Water Management Department, the Water Department was a stand-alone department.

7. The City compensated HTP participants at a fixed rate based on the size of the truck. There was no bid and no formal, written contract for any particular job. In general, during the period from at least 1999 to January 2004, companies had to be approved to work in the HTP by the program Office (the "HTP Office"), which was located in the City's Office of Budget and Management.

8. Once trucking companies were approved by the HTP Office, they were placed on an approved list. Officials at the City's operating departments with HTP responsibilities ("HTP supervisors") decided which of the approved companies would have trucks "called out" to participate in the HTP. In some departments, the decisions were usually made entirely in the discretion of the HTP supervisors. HTP supervisors in the departments also decided which trucks to lay off.

9. According to documents produced by the City pursuant to grand jury subpoenas, the City spent close to $38 million in 2003 on hired trucks (for approximately 172 different vendors).

10. According to information obtained during the course of this investigation, the City received far in excess of $10,000 in federal funding for the twelve month period of January 1, 2003 through December 31, 2003.

Cooperating Witnesses ("CWs")

11. CW-1 is a current City employee and personal friend of LASKI's. In or about 1982, CW-1 partnered with another individual to operate a trucking company, Trucking Company 1. From no later than 1998 through 2003, Trucking Company 1 did business with the City through the HTP. Beginning in or about 1992, the record owners and officers of Trucking Company 1 were individuals other than CW-1. CW-1 continued to participate in the operation of Trucking Company 1. CW-1 has made statements to investigators pursuant to a standard proffer letter issued by the U.S. Attorney's Office, and has admitted to participating in a bribery scheme in connection with Trucking Company 1. CW-1 has admitted to making false statements to federal agents during an initial interview concerning the role and knowledge of CW-2 in the bribery scheme described below. While no promises have been made by the government to CW-1, CW-1 is cooperating with the government in the hopes that the government will consider his/her cooperation when filing charges against CW-1 and in recommending a sentence for CW-1. CW-1 also hopes the government will consider his/her cooperation in deciding whether to file any charges against CW-2.

12. CW-2 is a current City employee. Prior to his/her City employment, CW-2 was an officer of Trucking Company 1 and participated in the operation of Trucking Company 1. Although CW-2 was removed as a record officer of Trucking Company 1, CW-2 continued to participate in

the operation of Trucking Company 1 after CW-2 became a City employee. CW-2 has made statements to investigators pursuant to a standard proffer letter issued by the U.S. Attorney's Office, and has admitted to participating in a bribery scheme in connection with Trucking Company 1. CW-2 has admitted to making false statements to federal agents during an initial interview concerning CW-2's role and knowledge of the bribery scheme described below. While no promises have been made by the government to CW-2, CW-2 is cooperating with the government in the hopes that the government will consider his/her cooperation in deciding whether to grant immunity to, or file any charges against CW-2. CW-2 also hopes the government will consider his/her cooperation when filing charges against and recommending a sentence for CW-1.

13. Donald Tomczak is a former high-ranking employee of the Water Department. Tomczak has pled guilty to racketeering conspiracy and the filing of a false tax return, in connection with his receipt of bribes in exchange for awarding HTP business. Pursuant to Tomczak's written plea agreement, in exchange for his continued truthful cooperation, guilty plea to racketeering conspiracy and filing a false tax return, the government will make a motion to reduce Tomczak's sentence. From no later than 1999 through in or about January 2004, Tomczak had the ultimate authority as to selection and provision of HTP services related to the Water Department. As part of his plea, Tomczak admitted to accepting cash payments and other things of value from multiple trucking companies involved in the HTP in exchange for providing favorable treatment to those companies.

14. CW-4 is a former City employee who worked in the Water Department. CW-4 has made statements to investigators pursuant to a standard proffer letter issued by the U.S. Attorney's Office, and has admitted to participating in a bribery scheme in connection with Trucking Company

1. While no promises have been made by the government to CW-4, CW-4 is cooperating with the government in the hopes that the government will consider his/her cooperation when filing charges against CW-4 and in recommending a sentence for CW-4.

The Bribery Scheme

15. CW-1 stated that in or about 1997, CW-1 asked LASKI for assistance in obtaining HTP business for Trucking Company 1. LASKI said words to the effect of, "If I get this truck on, I want $500 a month" from CW-1. CW-1 agreed to pay LASKI. CW-1 stated that Trucking Company 1 began receiving HTP business in early 1998, and CW-1 then began paying LASKI $500 per month. LASKI told CW-1 that LASKI spoke to an influential alderman in order to obtain HTP business for Trucking Company 1 in or about 1998. In or about 2000, LASKI told CW-1 that LASKI spoke to high-ranking officials in the Mayor's Office of Intergovernmental Affairs in order to obtain HTP business for Trucking Company 1.

16. CW-1 stated that in or after 2001, he/she asked LASKI for assistance in obtaining additional business for Trucking Company 1 in the HTP. LASKI told CW-1 that he would see Tomczak. According to CW-1, CW-4 arranged for LASKI to meet with Tomczak to discuss Trucking Company 1. *See* ¶ 27 below. After an additional truck began receiving HTP business from the Water Department, CW-1 began paying LASKI $1000 per month, at LASKI's request.[1] CW-1 stated that he/she last paid LASKI $1000 in connection with the receipt of HTP business for Trucking Company 1 at the end of 2003. According to CW-1, the bribe payments to LASKI stopped

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[1] According to documents obtained from the City, Trucking Company 1 first received HTP business from the Water Department in December 2001.

once a series of newspaper articles were published concerning corruption and waste in the HTP. LASKI told CW-1 to stop making payments to LASKI and to see what happens with the HTP.[2]

17. According to records obtained from the City, Trucking Company 1 received substantially more HTP business in 2002 and 2003, as compared to the years 1998-2001. Trucking Company 1 received a substantial increase in business from the Water Department in 2002. Nearly all of Trucking Company 1's business from the HTP in 2003 was from the Water Department.

18. According to CW-1, the payments to LASKI were typically made in cash and personally delivered by CW-1 to LASKI, except on a few occasions when CW-2 personally gave the cash to LASKI. CW-1 usually obtained the cash from CW-2, the keeper of the checkbook for Trucking Company 1. CW-1 often requested checks made to cash in excess of the amount of the LASKI payment. CW-2 wrote a check to "Cash" and, at CW-1's direction, wrote a description on the memo line of the check coinciding with a routine business expense for Trucking Company 1, such as "Salt." CW-2 cashed the check and provided the cash to CW-1. CW-1 used the cash to pay LASKI, and the remainder, if any, to pay Trucking Company 1 expenses. Occasionally, LASKI came to CW-1's home and picked up the envelope of cash from CW-1. CW-1 said that he/she told CW-2 that CW-1 was paying LASKI for "protection" of the trucking business. CW-1 stated that while the majority of payments to LASKI were made with funds from Trucking Company 1's account, he/she occasionally paid LASKI using funds from CW-1's personal bank account.

19. CW-1 stated that Trucking Company 1 did not typically purchase bulk salt in the summer months, and its salt purchases typically amounted to a few hundred dollars, or occasionally

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[2] In January 2004, federal agents arrested Angelo Torres, the former director of the HTP pursuant to a criminal complaint charging Torres with extortion.

over a thousand dollars for a large shipment of salt during the winter months. CW-1 stated that Trucking Company 1 did not pay $1,000 in rent to any property owner, and any checks in the amount of $1,000 written to Cash with a description of "rent," corresponded to cash payments to LASKI.

20. CW-2 stated that at CW-1's request, he/she regularly wrote checks out of Trucking Company 1's checking account payable to "Cash." At CW-1's direction, CW-2 wrote descriptions such as "Salt" or "Laborers" on the memo line. After cashing the checks, CW-2 gave the cash to CW-1. On at least three occasions, CW-2 was present when LASKI received an envelope of cash. CW-2 recalled one occasion when LASKI came to CW-2's home and received $1000 in cash. On two other occasions, CW-2 gave LASKI an envelope containing $1000 at the City Clerk's satellite office located on South Cicero Avenue in Chicago. CW-2 stated that he/she understood, based on statements by CW-1 and the timing and circumstances of the payments, that the payments to LASKI were in connection with Trucking Company 1's business with the HTP.

21. Pursuant to grand jury subpoena agents obtained the check register for Trucking Company 1, maintained by the company's outside accountant. According to the check register, during the twelve month period of 1997 there was only one check to "Cash" in the amount of $500 or more with a description of "bulk salt."[3] For the years 1998 through 2003, the check register includes, among others, the following checks in the amount of $500 or more paid to "Cash" with descriptions as noted:[4]

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[3] The 1997 check register includes a total of seven checks to "Cash" in the amount of $500 or more, with descriptions including, "used salt spreader," "3rd municipal circuit court fine," and "asphalt."

[4] The check register for 2002 and 2003 does not contain descriptions for the checks. Copies of checks for 2002-2003 were also obtained by grand jury subpoena, and the copies indicate no (continued...)

Date	Amount	Description
1998		
01/02/1998	$800	Salt
02/19/1998	$600	Advertising
03/16/1998	$900	Repairs/Maint
04/17/1998	$800	Salt
06/16/1998	$500	Donation
08/20/1998	$500	Salt
09/16/1998	$500	Salt
10/15/1998	$500	Salt
11/17/1998	$500	Salt
1999		
01/02/1999	$500	Gas
01/04/1999	$600	Gas
01/20/1999	$1,000	Salt
02/17/1999	$500	Salt
03/19/1999	$550	Salt
04/15/1999	$1,000	Salt
05/14/1999	$500	Salt
06/16/1999	$500	Salt
07/14/1999	$500	Salt
08/16/1999	$500	Salt
09/08/1999	$500	Salt

[4] (...continued)
descriptions in the memo lines, except for checks dated 01/14/2003, 02/06/2003 and 02/28/2003 (noted below).

Date	Amount	Description
09/16/1999	$500	Salt
10/14/1999	$700	Salt
11/15/1999	$600	Salt
12/21/1999	$500	Salt
2000		
01/13/2000	$500	Salt
01/26/2000	$1,500	Salt
01/27/2000	$1,000	Salt
02/01/2000	$800	Salt
02/08/2000	$1,200	Salt
02/10/2000	$1,000	Salt
03/16/2000	$700	Salt
04/18/2000	$700	Salt
05/18/2000	$600	Casual Labor
06/09/2000	$1,200	Split
06/12/2000	$12,000	Draw
06/17/2000	$1,200	Casual Labor
07/10/2000	$1,000	Casual Labor
07/10/2000	$500	Casual Labor
07/14/2000	$1,850	Casual Labor
08/16/2000	$1,200	Salt
08/24/2000	$1,700	Casual Labor
09/05/2000	$1,200	Casual Labor
09/21/2000	$1,000	Casual Labor
12/05/2000	$700	Salt

Date	Amount	Description
12/30/2000	$1,100	Salt
2001		
01/05/2001	$1,500	Salt
02/01/2001	$2,500	Salt
02/26/2001	$1,100	Salt
04/14/2001	$1,000	Casual Labor
05/14/2001	$1,000	Casual Labor
06/18/2001	$2,000	Casual Labor
06/29/2001	$1,000	Casual Labor
08/09/2001	$700	Fee Expense
10/25/2001	$2,700	Split
11/08/2001	$1,600	Salt
11/16/2001	$1,000	Rent
12/11/2001	$2,400	Salt
12/29/2001	$2,200	Salt
2002		
01/18/2002	$800	
02/15/2002	$1,145	
03/12/2002	$1,200	
04/11/2002	$2,000	
05/15/2002	$1,000	
06/06/2002	$1,000	
06/14/2002	$1,500	
07/09/2002	$1,200	
07/10/2002	$2,000	

Date	Amount	Description
08/04/2002	$3,000	
08/22/2002	$1,200	
09/11/2002	$1,000	
09/13/2002	$500	
09/19/2002	$1,200	
10/18/2002	$1,500	
10/25/2002	$2,400	
11/07/2002	$2,000	
11/14/2002	$1,000	
12/31/2002	$2,000	
2003		
01/14/2003	$1,000	Salt
02/06/2003	$1,000	Rent
02/28/2003	$3,500	Bulk Salt
03/03/2003	$1,000	
03/28/2003	$2,000	
05/01/2003	$1,000	
05/28/2003	$2,300	
07/01/2003	$500	
07/10/2003	$2,000	
07/24/2003	$1,000	
08/22/2003	$1,500	
09/09/2003	$1,500	
10/03/2003	$1,500	

22. According to the check register, there were a total of only four checks for $500 or more made out to "Cash" in the twelve month period of 2004 (after the bribery scheme ended according to CW-1), only one of which contained the description, "Salt."

23. According to CW-1, CW-1 told CW-4 that CW-1 was paying LASKI $1000 per month to have trucks on with the HTP. CW-4 told CW-1 that CW-4 could get another truck on the HTP in exchange for money for the benefit of another employee within the Water Department, later identified by agents as Individual A. CW-1 agreed to pay and stated that CW-4 requested payment inconsistently, sometimes asking for $750 one month, and sometimes waiting several months before asking for $3000.

24. CW-4 stated to federal agents that Individual A told CW-4 that Individual A could get a truck on the HTP for Trucking Company 1 in exchange for $750 per month. CW-4 stated that CW-1 agreed to this arrangement, and CW-4 understood that Individual A met with Tomczak to request that an additional Trucking Company 1 truck be given business through the HTP. CW-4 stated that he/she sometimes received $1000 per month from CW-1, and that CW-4 credited $250 per month toward future payments to Individual A. CW-4 stated that CW-1 paid CW-4 inconsistently, but that CW-4 regularly paid Individual A $750 per month for the benefit of CW-1 and Trucking Company 1. CW-4 stated that the bribe scheme among CW-1, CW-4 and Individual A occurred during an approximately eight month period of time in 2003, and ended with Tomczak's retirement at the end of 2003.

25. CW-4 stated that CW-1 told CW-4 that CW-1 asked for LASKI's help in getting HTP business for Trucking Company 1. LASKI asked CW-4 to arrange meetings between LASKI and Tomczak, the individual with authority in awarding HTP business for the Water Department. CW-4

arranged for LASKI to meet with Tomczak, telling Tomczak that "the Clerk" wanted to meet with Tomczak.

26. CW-4 initially denied knowing that CW-1 paid money to LASKI in connection with Trucking Company 1. In a subsequent proffer interview, CW-4 stated that he/she did recall that on three or four occasions when he/she complained to CW-1 about CW-1's inconsistent payments for Individual A, CW-1 told CW-4 that he/she did not have the money to pay because, "I have to pay the guy on McVicker before I pay you." CW-4 understood that "the guy on McVicker" was a reference to LASKI because LASKI resides on McVicker Avenue in Chicago. CW-4 also understood that CW-1 was referring to payments to LASKI in exchange for LASKI's assistance with HTP business for Trucking Company 1.

27. Tomczak stated that in or about 2001, CW-4 asked Tomczak to put a truck from Trucking Company 1 on with the HTP as a favor, and noted that the owner of Trucking Company 1 was a good friend of LASKI. Tomczak did not know LASKI personally at that time. Tomczak said that CW-4 introduced LASKI to Tomczak. LASKI visited Tomczak approximately eight times, and CW-4 often brought LASKI to Tomczak's office. LASKI asked Tomczak to give HTP business to Trucking Company 1, and told Tomczak that the owner of the company was good to LASKI and a campaign contributor. In the context of LASKI's requests for trucking business for Trucking Company 1, LASKI told Tomczak that LASKI would be able to obtain jobs in the Clerk's office for individuals favored by Tomczak. Based on statements made by LASKI and CW-4, Tomczak understood that Trucking Company 1 was LASKI's company. Tomczak agreed to award business to Trucking Company 1 at LASKI's request because of LASKI's position as Clerk and because Tomczak believed that if he did as LASKI requested, LASKI could provide jobs for individuals at

Tomczak's request. Tomczak stated that LASKI did not pay Tomczak any money in connection with Trucking Company 1 and Tomczak never asked for nor received Clerk's Office jobs.

28. Tomczak also stated that Individual A told Tomczak that if Tomczak gave trucking business to Trucking Company 1, it would help Individual A financially. Tomczak knew that Individual A had financial troubles and agreed to give additional business to Trucking Company 1 because Tomczak wanted to help Individual A.[5] Individual A did not pay Tomczak to give HTP business to Trucking Company 1.

Obstruction of Justice and LASKI's Recorded Statements

29. On August 22, 2005, LASKI met with federal investigators for the first time and made statements pursuant to a proffer letter issued by the U.S. Attorney's Office. According to CW-1, in early September 2005, prior to CW-1's cooperation with the investigation, and after federal agents began conducting interviews and serving grand jury subpoenas in connection with the investigation of LASKI and Trucking Company 1, LASKI told CW-1 that LASKI would pay for CW-1's attorney and that CW-1 should keep his/her mouth shut. On or about September 13, 2005, according to CW-1, LASKI said to CW-1 words to the effect of, "we've got to keep it straight here, we can't get weak," and "there's absolutely no proof of what you gave me." According to CW-1, LASKI was concerned that CW-1 was wearing a recording device and patted CW-1 in search of a device. LASKI told CW-1 not to tell the FBI about LASKI, and said words to the effect of, "you might have to do a little time, but I'll take care of [CW-2]." On September 14, 2005, Individual B, a coordinator

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[5] Pursuant to a standard proffer letter, Individual A stated to investigators that Tomczak advised Individual A to obtain a financial interest in a trucking company and that Tomczak would help Individual A if he/she wanted to put trucks on the HTP. Individual A stated that he/she told Tomczak that it would help Individual A financially if Tomczak put Trucking Company 1's trucks on with the HTP.

of campaign work for LASKI's political organization, gave CW-1 $5,000 in cash to pay for CW-1's attorney and told CW-1 that the money came from another individual who was close to LASKI. On September 16, 2005, CW-1 provided the envelope and $5,000 in cash to federal agents.

30. On September 17, 2005, CW-1 consensually recorded a personal meeting with LASKI at the direction of agents.[6] In this meeting, LASKI and CW-1 expressed concerns that telephones might be wiretapped and that CW-4 was under the scrutiny of investigators. CW-1 reassured LASKI that everything would be fine.

31. The next day, on September 18, 2005, agents equipped CW-1 with a recording device and CW-1 met with LASKI. During the meeting, which lasted several hours, CW-1 told LASKI that CW-2 was going to be questioned by federal investigators and that CW-2 was going to be compelled to testify under a grant of immunity.[7] CW-1 and LASKI discussed what CW-2 should say in response to questions about payments to LASKI. CW-1 asked, "Got any ideas?" LASKI said, "[CW-2] borrowed from me so whatever [he/she] gave me, [he/she] gave me something, I don't even recall. It could have been a pay back from a loan, it could have been we were getting an ad, a hole sponsorship [relating to a political fundraiser] or whatever. You know I don't recall and if you're saying – what does [he/she] recall, once or twice?" CW-1 said, "Maybe five to eight times. . . . At the house, at the satellite office. . . . Just gotta tell me what to do."

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[6] During the course of the investigation, not every contact between LASKI and CW-1 and/or CW-2 was recorded. As stated in ¶ 3 above, this Affidavit does not set forth or summarize every conversation or contact between the witnesses and LASKI.

[7] CW-2 had not been granted immunity at this time. CW-1 made statements to LASKI concerning immunity for CW-2 at the direction of agents, in furtherance of law enforcement's investigative actions.

32. CW-1 told LASKI that CW-2 knew more than CW-1 had realized. LASKI said, "Who else knows? I mean, you told me from the get go that it was just you and I." LASKI asked CW-1, "I'm just saying, who else knows besides?" CW-1 said, "Me and [CW-2]?" LASKI said, "Yeah. . . . Who else knows?" CW-1 said, "Just me and [CW-2] and you." LASKI said, "But [CW-2] accomplishes nothing by – accomplishes nothing, nothing. Because I don't know how does it ever come back, how does it ever come back after that?" CW-1 said, "five years worth of checks [CW-2] wrote you know. There's cash here, there's cash there." LASKI said, "[CW-2] can't remember all that. I don't even know what all that is for. I mean, I don't know what that's for. I have no idea." CW-1 said, "We gotta come up with something, Jim." Later, LASKI said, "To help each other, we gotta be around to help each other."

33. During the September 18 meeting, LASKI expressed concern that CW-1 was wearing a recording device, saying, "What's that? [indicating something in CW-1's pocket]." The recording also indicates that LASKI physically patted CW-1 down, searching for a device. While patting CW-1 down, LASKI said, "[Individual B] laughs at me when I do this, this, and this." LASKI apparently did not discover the recording device.

34. During the September 18 meeting, LASKI also said, "Here's the bottom line. . . . And we're gonna be very frank right now, and I know you're not setting me up. . . . Listen to me, listen to me. It's you, me and [CW-2] okay? Do you think when I sat down for three hours [at a proffer to the government], I didn't lie?" CW-1 said, "You had to lie. . . . With [CW-2] with immunity, if [CW-2] lies, do you know what I'm saying? . . . They're going through all the checks." LASKI said, "If [CW-2] answers one question, you know. If they – you know, the one question. . . . The one question about you and me. How does that ever come back?"

35. LASKI also said, "[CW-2] never gave me money for the hired truck." CW-1 replied, "Jim, this is, this is all bullshit. I mean, I don't even. [CW-2] is not stupid." LASKI said, "Here's what's going to happen. [The prosecutor] will ask [CW-2] if [he/she's] ever given money, okay? . . . If [CW-2] says, 'yeah I gave him money,' okay. I never got money so I mean. . . then they're going to go to you, give you immunity and then it's gonna be you and [CW-2] against me and then frickin' [CW-4] and then the whole frickin' thing, you know. It's gonna be he said, she said lies. Who's lying? Who's not lying? You know? [CW-2] never gave me money and said, 'Jim this is for the hired truck program.' [CW-2] might have given me money for a football pool. . . might have given me money for a loan. . . . never said this is because, this is for this." LASKI also said, "If [CW-2] says, 'yeah I did,' what does that accomplish, for both [of us]? What does that accomplish?"

36. Later in the conversation, LASKI said, "[Another individual] always told me don't talk to anybody, you know, but, this is crunch time for us. . . . Everybody in the inner circle is committed to helping everybody." Later, LASKI said, "if something happens to me where are we all at? . . . What are they [the government] gonna do for anybody?"

37. With respect to LASKI's proffer to the government, CW-1 asked LASKI, "You went down there and told the truth, right?" LASKI replied, "Let me say this to you. . . . Let me ask you ten questions . . . You know, I answered nine of them. If there was one question that came up that I didn't recall, I said I didn't recall. So I'm telling ya. I didn't, I don't recall. . . . I'm just saying. . . if there's ten questions and one you're not sure about, you're not sure about it. I don't recall. . . . I'm not saying to lie. If you don't recall, you don't recall. . . . I'm not saying for [CW-2] to lie, I'm just saying [he/she] doesn't recall something, [he/she] doesn't recall, you know. Something two, three, four, five, six years, who knows. . . . That's all I'm saying. I would never say, '[CW-2], lie.'

I'm saying, '[CW-2], if you're not really sure about something. . . . If you're not sure, you're not sure. I don't recall.' That's all. . . . There's twenty questions, they ask [CW-2] the one question, 'I don't recall' Move onto the next question. 'I don't recall that.'" LASKI then said, "There's nothing going on where I'm gonna get set up for?" and said, "there's three people who know anything about anything, okay? How does that ever come back?"

38. LASKI also said, "Well, I'm telling you I didn't take anything okay? So, that's my position okay? Because if [CW-2] says [he/she] gave me money and they could prove that, yeah, I'm going to jail. Okay, that's the bottom line. It's the bottom line. I didn't take anything. Do I get Christmas gifts and birthday gifts, yeah, absolutely, yeah. When this whole thing started for the help and everything, it was never I – I never concocted an idea, I never was the one who said, you know, I'll, some people get trucks on and I want something out of it. Never said it. I was doing to help people. . . . And my position right now is I'll do anything. . . to help the inner circle, but I, I can't frickin' help somebody if I'm gonna get . . . it stuck to me." Later, LASKI said, "You think these people are your friends, they'll frickin' stick it right up your ass. [CW-4] will find that out the hard way."

39. During the September 18 conversation, LASKI said to CW-1, "You're gonna have to talk to the attorney and just tell him, you know, it's just gonna postpone [CW-2's grand jury appearance]. I don't know, I don't know. At least a week, just give it a week. . . . Give a chance for everybody to sit down. I mean, I don't know if I should sit down with [CW-2] and you and I – I don't want to, you know." LASKI went on to say, "All I'm asking, if I have to talk to [CW-2], I have to talk to [CW-2]. [CW-2's] just gotta not answer the question if they ask." LASKI also said, "Just one question, if they ask, 'I don't recall that.' I'm not asking [CW-2] to lie, I'm just saying that

if [he/she] don't recall specifically, you don't recall. Because from that point on, we just deal with you [CW-1]. . . . There's only so much I can for you. I can do a lot more for [CW-2]. . . and it's only the one question. Do you understand that?"

40. CW-1 said, "The one question is gonna be is, 'Did you ever give Jim anything?'" LASKI said, "Right." CW-1 said, "'And was it money?' And then [CW-2]'s gotta say, 'Well I did give him an envelope,' or, 'I don't know,' I don't know what to say. . . . I don't want to go into all this bullshit like you said earlier, football pools and . . . I don't know. . . all that shit." LASKI said, "Yeah, nobody knows, nobody knows. Even nobody knows when anything happened. You know, you know, 'Did you hand him something?' 'Yeah, I didn't know what's in the envelope.' I mean, it could have been correspondence - we don't know what was in the envelope. I picked up stickers. 'Have you ever handed him something?' 'Yeah I did.' 'I mean, do you ever recall what it was?' 'I don't know, I mean it was stuff for work.' . . . It's one question. That's it." LASKI also said, "If [CW-2] doesn't understand it then we're all frickin' toast."

41. On September 27, 2005, CW-1 and CW-2 met with LASKI and Individual B (*see* ¶ 29 above) at Individual B's home. Agents equipped CW-2 with a recording device and the meeting was consensually recorded. During the meeting, CW-1 and CW-2 stated that CW-2 would have to testify before the grand jury soon. In LASKI's presence, Individual B counseled CW-2 to lie to the grand jury and federal investigators. Individual B said, "They [the feds] don't have nothing. . . . You can't say you gave cash." CW-2 replied, "Even though I did?" Individual B said, "Right." Individual B also advised, "Get your stories straight. . . . If you incriminate Jim . . . everything goes down the tubes." Individual B said that the federal investigators will ask, "'What were all these checks made out to?' You're gonna have to say, 'I don't recall.'" CW-2 said, "I'll know it was to give money for

the trucks." Individual B said, "If you got down there 'Salt,' that's what it went for." CW-2 said, "Even though I know that wasn't the truth?" Individual B said, "Yeah. . . you wipe that out of your mind. Don't even think that." CW-1 then asked LASKI, "What do you think?" LASKI was silent and did not reply. Individual B said, "[LASKI] didn't implicate nobody [in his proffer to the government]. [CW-2] shouldn't implicate nobody." In LASKI's presence, Individual B posed a series of questions to CW-2 as hypothetical grand jury questions, including "Did you give JIM LASKI any money?" CW-2 replied, "Yes." Individual B said, "What is [the money] for?" CW-2 replied, "To keep the trucks on." Individual B said, "You can't say that now." Individual B went on to say, "Now, how do we cover it up, without saying it's for a truck?"

42. During the September 27 meeting with Individual B, LASKI said to CW-2, "If you don't recall . . . if you're not sure. . . . I don't remember . . . that's all I'm saying." LASKI also said, "I'm not lying if I don't recall. I don't recall." LASKI also said, "I told them the truth . . . I said I didn't get any money." CW-1 said to LASKI, "[CW-2] gave the money. I mean, you told the truth? It's not the truth." LASKI did not reply. At the end of the meeting, LASKI whispered to CW-2, "How do you feel?" CW-2 said, "Nervous. I don't want to get anybody in trouble." LASKI said, "We'll talk tomorrow."

43. On September 28, 2005, agents equipped CW-1 with a recording device and CW-1 consensually recorded a meeting with LASKI. According to CW-1, during the meeting, LASKI hand wrote a note to CW-1 in which LASKI stated that it would be okay for CW-2 to testify that CW-2 gave money to LASKI. LASKI kept the note and did not verbally discuss the note with CW-1.

44. On October 7, 2005, agents equipped CW-1 with a recording device and CW-1 consensually recorded a meeting with LASKI. Previously, in a consensually recorded telephone

conversation, CW-1 told LASKI that CW-2 appeared before the grand jury on September 29.[8] During the October 7 meeting, CW-1 told LASKI that CW-2's grand jury appearance had been cut short and CW-2 had been asked preliminary questions concerning Trucking Company 1 and Tomczak, but had not been questioned concerning LASKI in any detail. LASKI said he gave CW-2 "all the credit in the world just for walking in through there." LASKI also said, "Let's just be together." In subsequent recorded conversations, CW-1 told LASKI and Individual B that CW-2's grand jury appearance was continued to October 13, 2005.

45. On October 12, 2005, in a consensually recorded telephone conversation, CW-1 told LASKI that CW-2 could not obtain an extension from testifying before the grand jury. LASKI said, "What if [CW-2] has to go to the doctor?" CW-1 said, "I don't know." LASKI said, "I don't know what happens if somebody wakes up in the morning and they have to go to the doctor. I don't know how that works. . . . If [CW-2]'s blood pressure is up, if [he/she] has to go to the doctor tomorrow. . . . shit happens in the morning too when you don't feel good." CW-1 said, "[CW-2] has to be down there by one o'clock." LASKI said, "Where's [his/her] doctor at? . . . If [CW-2] doesn't feel quite right tomorrow. . . . [CW-2]'s on that medication, if something's not right, it's not right." CW-1 said, "But [CW-2]'s working all day you know." LASKI said, "Yeah but I'm saying, [CW-2] just goes straight to the doctor. . . . what are you supposed to do? . . . As long as you go to the doctor. That's the only thing I'm saying. . . [CW-2] don't even know how [he/she]'s feeling yet." CW-1 said that he/she would call LASKI later.

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[8] CW-2 did not in fact appear before the grand jury and had not been granted immunity. CW-1 made his/her statements to LASKI at the direction of federal agents.

46. Later that evening, CW-1 and CW-2 consensually recorded a meeting with LASKI at the direction of agents. The meeting was both audio and video-recorded. In this meeting, LASKI again suggested that CW-2 might be too ill to appear before the grand jury. On the video recording of the meeting, LASKI appears to wink when mentioning CW-2's health. During the meeting, LASKI stated that he did not receive any money in connection with the Hired Truck Program and that if he received "political donations," he gave them to Individual B.

47. On the morning of October 13, 2005, CW-1 consensually recorded a telephone call with Individual B at the direction of agents. CW-1 told Individual B that "[CW-2] gave [LASKI] money three or four or five times over a period of a year. . . [LASKI] was supposed to come up with something saying well that was a political contribution, it was a loan, I don't know. He was going to talk to [CW-2] and me about it. . . . Is there any way you can talk to him?" Individual B said, "I don't know if [CW-2] is gonna remember all that money. . . . [He/ She]'s gonna say, 'I don't recall.' CW-1 said, "I'm not gonna send [CW-2] in there with a cock-and-bull story saying, 'I don't know what it was for.'" Individual B said, "Let's face it, [CW-2] did give him money." CW-1 said, "[CW-2] did give him money and [he/she] knew it was for the Hired Truck Program." Individual B said, "Ok. . . . If they ask [CW-2] that question, does [he/she] recall? 'I don't, I don't recall what it was for, I was just told to give him money.'" CW-1 said, "[CW-2] remembers. It was every month. How can [CW-2] forget what it was for? . . . I'm worried about [CW-2] getting caught in a lie." Individual B said, "[CW-2]'s not denying that [he/she] did give him money. . . . [He/she] knew it was for political contributions, [he/she] did know." CW-1 said, "And [he/she] knew that it was for the Hired Trucks, too." Individual B said, "[CW-2] don't have to say that. All [he/she] has to say is that it was for political, uh, political contributions." CW-1 said, "What if . . . [LASKI]

says, 'Yeah, [CW-2] knows [he/she] was giving me money for the Hired Truck Program.' Well then [CW-2] lied, [his/her] immunity is gone." Individual B said, "Well, he wouldn't say that. . . . Oh no. Forget about it. He would never say that. That would put him right in jail. He would never go home." CW-1 said, "We'll get away with the plan if we just say [CW-2] doesn't know?" Individual B, "Well [he/she] did. But [he/she] didn't know what it was for." CW-1 said, "[Last night LASKI was] denying that [CW-2] ever gave him anything. . . . '[CW-2] never gave me anything. Never never.' And [CW-2]'s sitting there last night going, 'but I did.' . . ." Individual B said, "Between me and you, [LASKI's] worried that [CW-2]'s wired. That how paranoid this guy is. This fucking guy almost searched me last night. . . . He picked up my coat, he was rubbing it." CW-1 said, "Let me call you back in a few minutes."

48. Later that same morning on October 13, 2005, CW-1 consensually recorded another telephone conversation with Individual B, at the direction of agents. In that call, CW-1 said, "[CW-2]'s going down there . . . and [he/she]'s willing to say that the cash for the trucks was a political contribution. . . . [He/she]'s gonna risk [his/her] own ass to save Jim's . . . All [CW-2] wants to know, is if Jim gonna go along with this?" Individual B said, "[LASKI] cannot say differently. . . . He's gotta say yes." CW-1, "We gotta hear from Jim that the plan is ok. . . . We have to know he's on board with this." Individual B said, "Well, you know him, he won't say nothing. He's afraid of his own shadow. But I say, yes do that." CW-1, "He doesn't have to say it all. . . All he has to – call me up and say this, 'Go Cubs.' And we'll know that it's ok with it, and I'll send [CW-2] in there and I'll have [CW-2] say, hey you know it was political contributions." Individual B, "I'll try to reach out for him, and I'll get back to you." CW-1 said, "All I need him to say is, 'Go Cubs.'"

49. Approximately thirty minutes later, CW-1 received a two-way cellular phone call from LASKI that was consensually recorded. CW-1 said, "Hello?" LASKI said, "Yeah, go Cubs." CW-1 said, "Alright buddy." LASKI said a second time, "Yeah, go Cubs."

50. On October 14, 2005, CW-1 consensually recorded three telephone calls with Individual B. In the first call, CW-1 told Individual B that CW-2 testified to the grand jury that he/she gave LASKI cash on three separate occasions and that the payments were political contributions.[9] CW-1 told Individual B that CW-2 "is covering for Jim." In a subsequent call, CW-1 told Individual B that the federal investigators requested receipts to confirm the political contributions. Individual B said that he had talked with LASKI. Individual B said, "[LASKI] said, 'I don't want to discuss the past now.' He said, 'I don't want to discuss anything about trucks or anything like that.'" Later, Individual B said, "[CW-2] said [he/she] made three political donations to you in cash. That was it. [LASKI] said, 'Did [he/she] say anything about the trucks or anything?' I said, 'I didn't really ask [CW-1].' And [LASKI] said, 'Well, that's good. That's good. Then we can take it from there.'" Individual B said that he told LASKI, "Now structure this so you don't screw [CW-2] up."

51. Shortly after CW-1's recorded conversations on October 14 with Individual B, CW-1 placed a consensually recorded call to LASKI at the direction of agents. In that call, LASKI indicated that he had talked to Individual B and said, "I'm on the same page." CW-1 told LASKI that CW-2 "went along with the story that it was the political contributions." LASKI said, "It is what it is. It is political contributions. . . . I'll talk to you about all that stuff in person. . . . There's

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[9] CW-2 did not in fact appear before the grand jury and had not been granted immunity. CW-1 made his/her statements to LASKI and Individual B at the direction of federal agents.

political contributions given all the time. . . . [I got political contributions, I turned them over to Individual B]. . . . If somebody gives me a campaign contribution . . . I don't know if there's receipts. . . . There's nothing to cover. . . if we fail to file [a public record of political contribution], we fail to file. I remember [CW-2] giving me some campaign contributions. . . . When we talk about campaign stuff, I'd rather get together with you in person on that." CW-1 said, "I'm worried about the bullshit . . . Bullshit political contributions that we're doing." LASKI said, "When I see you I'll talk to you. . . [Individual B] remembers I gave him stuff. . . . [CW-2] told the truth." CW-1 said, "You're acting like [CW-2] told the truth. But I'm nervous." LASKI said, "When you're – I'm gonna be around. . . . I understand everything. I understand. . . . Just stop and see me. We'll just talk about everything." CW-1 said, "No more bullshit." LASKI said, "No more bullshit . . . When I see you, I'll talk to you. . . . I'll wait for your call."

52. On the morning of October 16, 2005, LASKI and Individual B went to CW-1's home unannounced. CW-1 was not home at the time, but learned that LASKI and Individual B were waiting outside CW-1's home. CW-1 was equipped with a recording device, went to his/her home and consensually recorded a meeting with LASKI and Individual B. CW-1 said, "You guys ok? You're here, you're scaring me." LASKI said, "No, no, no. . . I feel bad for you. . . . You're the one who always says be careful on the phone, be careful on the phone. You're saying shit on the phone that makes everybody, a lot, very nervous. . . . I know you're pissed. . . but you're saying shit on the phone about giving this, giving that and giving this. On the phone! I don't know where you're going with that. You're the one who always says, 'Don't talk on the phone.'" LASKI also said, "I just want to come over here and just try make you feel better. Everybody knows what they have to do. Everybody. . . . We can talk but . . . . I get pissed when you say shit like that on the phone."

Conclusion

53. Based on the facts described above, I submit that there is probable cause to believe that defendant LASKI committed bribery in violation of 18 U.S.C. § 666(a)(1)(B); and obstruction of justice in violation of 18 U.S.C. §§ 1503(a) and 2.

FURTHER AFFIANT SAYETH NOT.

IRENE LINDOW
Special Agent
U.S. Department of Labor
Office of Inspector General

Subscribed and sworn
before me this 30th day of November 2005

Sidney I. Schenkier

Hon. Sidney I. Schenkier
United States Magistrate Judge