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**UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY**

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UNITED STATES OF AMERICA : **CRIMINAL COMPLAINT**  
v. :  
RICHARD IADANZA and : Mag. No. 05-  
JOSEPH McCURNIN, a/k/a :  
"Joey Buses" :

I, the undersigned complainant, being duly sworn, state that the following is true and correct to the best of my knowledge and belief. From in or about March 2004 to in or about November 2004, in Monmouth County, in the District of New Jersey, and elsewhere, defendants RICHARD IADANZA and JOSEPH McCURNIN, a/k/a "Joey Buses," 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 paid by another, with his consent, in exchange for agreeing to exercise official action and influence

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

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 A

continued on the attached page and made a part hereof.

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Mark P. Calnan, Special Agent  
Federal Bureau of Investigation

Sworn to before me and subscribed in my presence,

February 18, 2005, at Newark, New Jersey

HONORABLE SUSAN D. WIGENTON  
UNITED STATES MAGISTRATE JUDGE

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Signature of Judicial Officer

## Attachment A

I, Mark P. Calnan, a Special Agent with the Federal Bureau of Investigation ("FBI"), following an investigation and discussions with other law enforcement officers, am aware of the following facts. 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 this investigation. Nor have I recounted every conversation involving the defendants.

1. Defendant RICHARD IADANZA is the Deputy Mayor for the Township of Neptune, New Jersey and has held that position at all times relevant to this Complaint.

2. Defendant JOSEPH McCURNIN, a/k/a "Joey Buses," is the Operations Manager for the Division of Transportation for Monmouth County whose duties include the purchase of buses and trucks on behalf of Monmouth County.

3. At all times relevant to this Complaint, a cooperating witness ("CW") held himself out as someone involved in construction work and illegal loansharking. At all times relevant to this Complaint, two law enforcement officers acting in an undercover capacity ("UC-1" and "UC-2," or collectively the "UCs") held themselves out as employees of CW's company involved in construction work and illegal loansharking. As represented by CW and the UCs, the construction operation was located primarily in the State of Florida, with CW's construction equipment being maintained in Florida and Alabama.

4. On or about March 19, 2004, CW received an incoming telephone call from a Monmouth County official (hereinafter "Public Official-1") to whom CW had earlier provided a corrupt payment for Public Official-1's assistance in securing public work from other Monmouth County officials. In the taped conversation which ensued, Public Official-1 referred to his friend who had just been elected to the Neptune Township Council, a reference to defendant RICHARD IADANZA. Public Official-1 explained that he had given CW's business card to defendant IADANZA, and told CW that IADANZA "is gonna help you." Public Official-1 explained that Neptune Township had a \$1,000,000 job "coming up at Wesley Lake," and that the Township needed to build a bulkhead as part of the project. Public Official-1 indicated that he would set up a lunch meeting to introduce CW to IADANZA, which ultimately occurred on April 28, 2004.

5. On or about May 17, 2004, Public Official-1, defendant RICHARD IADANZA, defendant JOSEPH McCURNIN, CW, UC-1 and UC-2 met for lunch at a restaurant in Freehold, New Jersey. During the taped conversation, Public Official-1 encouraged IADANZA to secure work for CW in Neptune. Defendant IADANZA informed CW

that he would arrange for CW to be awarded a school demolition job in Neptune Township.

6. On or about June 24, 2004, in a consensually recorded telephone conversation, CW spoke with defendant JOSEPH McCURNIN regarding the corrupt payment CW anticipated making to defendant RICHARD IADANZA the following day in exchange for his official assistance in obtaining local government work for CW in Neptune Township. Early in the conversation, CW remarked that defendants McCURNIN and IADANZA had previously helped CW by warning CW that another public official might be cooperating with law enforcement. (Previously, defendant McCURNIN had accepted \$1,000 as a reward for warning CW to avoid engaging in illegal transactions with this individual.) Subsequently, during the same telephone conversation, defendant McCURNIN indicated that he had told defendant IADANZA that CW was "a very generous guy" and that he had indicated to IADANZA that IADANZA should not be "surprised" if CW gave IADANZA a corrupt payment in exchange for work. Defendant McCURNIN instructed CW to "play it by ear" the following day, but opined that "I think it will be alright," a reference to whether IADANZA would accept a corrupt payment. CW asked McCURNIN to "give me a few minutes alone with [IADANZA] tomorrow," to provide him the payment, and defendant McCURNIN responded "definitely." Later in the conversation, CW inquired as to the amount of the corrupt payment CW should make to defendant IADANZA, prompting defendant McCURNIN to advise "I would give, I would say a 'G' and he'd be more than happy. . . . Seriously, I, I wouldn't, I wouldn't steer you wrong." Defendant McCURNIN recommended against paying defendant IADANZA more than \$1,000 the following day because "there might be other times that you might wanna do, you know, do it again or something. This way you got something to play with" for future payments. After assuring CW that a \$1,000 payment would be sufficient, defendant McCURNIN stated "[i]f I know Richie [IADANZA], he's going to tell you no, but you give it to him anyway." Defendant McCURNIN explained that, like himself, defendant IADANZA would be hesitant to accept a corrupt payment until after delivering something in return for CW. CW and defendant McCURNIN agreed to meet at noon the following day.

7. On or about June 25, 2004, CW, UC-1 and UC-2 met defendant RICHARD IADANZA, defendant JOSEPH McCURNIN and Public Official-1 at a restaurant in Freehold, New Jersey. The conversation was recorded on audiotape and videotape. During the meeting, defendant McCURNIN told CW that he should proceed with making the corrupt payment to defendant IADANZA. CW and defendant IADANZA then spoke privately during which time defendant IADANZA accepted \$1,500 in cash from CW who explained that the money was a payment for IADANZA's official assistance in arranging for future work for CW's companies in Neptune Township, for arranging for emergency work through another county official (hereinafter "Public Official-2") and for warning CW and the UCs that another county official might alert law enforcement about any criminal activity in which CW and the UCs engaged.

8. On or about August 25, 2004, UC-1 and UC-2 met with defendant RICHARD IADANZA and defendant JOSEPH McCURNIN at a restaurant in Freehold, New Jersey. During the audiotaped conversation, defendant IADANZA discussed an eminent domain demolition job for which he would provide the UCs information on the lowest bid and therefore guarantee that CW's company would be awarded the job. IADANZA indicated that he would find out the lowest bid from County Official-2 and that IADANZA would provide a portion of the payoff to County Official-2.

9. On or about October 20, 2004, UC-1 met with defendant RICHARD IADANZA at an office in Neptune Township, New Jersey. The conversation was captured on both audio and videotape. During the conversation, defendant IADANZA informed UC-1 that the bids for the eminent domain demolition job had not come in yet, but that he would let UC-1 know when they did and what UC-1 would need to do to secure the job. During the conversation, IADANZA received a telephone call from Public Official-1 about another individual's candidacy for a municipal position in Neptune Township. In response to County Official-1 asking to whom this other individual should make out a check, IADANZA replied that IADANZA did not want a check, but wanted cash. IADANZA explained to UC-1 that he needed cash for IADANZA's vote, and explained that the individual from whom he wanted the cash sought to be appointed to a municipal position that would pay approximately \$45,000 annually, and IADANZA stated that he expected a cash payoff from this individual. Subsequently, on or about November 12, 2004, in a conversation captured on audiotape and videotape at the same location, defendant IADANZA indicated that he believed that his assistance in securing this municipal position for this individual should result in a corrupt payment being made to IADANZA of between \$10,000 to \$12,000.

10. On or about November 17, 2004, defendant RICHARD IADANZA met with CW, UC-1 and UC-2 in Atlantic City. During the ensuing conversation, defendant IADANZA accepted \$1,500 from UC-1 for IADANZA's official assistance in securing future government work for CW's companies in Neptune Township, New Jersey.