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

UNITED STATES OF AMERICA : **CRIMINAL COMPLAINT**
v. :
PAUL ZAMBRANO and : Mag. No. 05-
JOSEPH DeLISA :

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 September 2003 to in or about November 2004, in Monmouth County, in the District of New Jersey, and elsewhere, defendants PAUL ZAMBRANO and JOSEPH DeLISA 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.

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

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 PAUL ZAMBRANO is the Mayor of the Borough of West Long Branch, New Jersey and has held that position at all times relevant to this Complaint.

2. Defendant JOSEPH DeLISA is a Councilman for the Borough of West Long Branch, New Jersey and has held that position at all times relevant to this Complaint.

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 September 30, 2003, defendant PAUL ZAMBRANO met CW at a restaurant in Tinton Falls, New Jersey. The conversation was recorded on audiotape and videotape. During the meeting, defendant PAUL ZAMBRANO accepted \$5,000 in cash from CW who explained that \$3,500 was for defendant PAUL ZAMBRANO in exchange for defendant ZAMBRANO's efforts to obtain demolition and construction work on behalf of CW. CW asked defendant PAUL ZAMBRANO to pass on the remaining \$1,500 to defendant JOSEPH DeLISA which ZAMBRANO agreed to do. CW explained that of that \$1,500, DeLISA was to keep \$1,000 for himself, while the remaining \$500 was for the purchase of tickets to a fundraiser being held on the DeLISA's behalf. Defendant ZAMBRANO indicated that he would attempt to secure site work on a housing development in West Long Branch and wanted to show CW his "loyalty" toward CW by securing work on his behalf.

5. On or about October 12, 2003, defendants JOSEPH DeLISA and PAUL ZAMBRANO met CW at a restaurant in West Long Branch, New Jersey where DeLISA was holding his campaign fundraiser. ZAMBRANO introduced CW to defendant DeLISA, and DeLISA thanked CW for all that he had done for DeLISA. Subsequently, defendant DeLISA, defendant ZAMBRANO and CW discussed the possible upcoming

demolition work to be done on the old Borough Hall. Defendant DeLISA indicated that he did not have the power to award CW the contract because it was subject to a bid process, but would attempt to give CW information on the bid amounts so that CW could submit the lowest bid.

6. On or about October 16, 2003, defendant PAUL ZAMBRANO met CW at another restaurant located in Tinton Falls, New Jersey. This conversation was captured on both audio and videotape. During the meeting, defendant ZAMBRANO accepted \$2,000 in cash from CW. Defendant ZAMBRANO indicated that what he wanted was to secure work on CW's behalf. Defendant ZAMBRANO discussed demolition work at the old Borough Hall, and indicated that a fellow councilman would raise the subject at the first council meeting in November. Defendant ZAMBRANO indicated that CW might be able to start work on the job as early as February of 2004.

7. On or about November 6, 2003, CW met with defendants JOSEPH DeLISA and PAUL ZAMBRANO at a restaurant in Monmouth Beach, New Jersey. During the conversation, which was audiotaped, the three discussed securing work on CW's behalf in West Long Branch. Defendants DeLISA and ZAMBRANO indicated that they would both meet with the CW in Atlantic City later that month. CW indicated that CW would have envelopes with cash for both defendant DeLISA and ZAMBRANO which he would give to them in Atlantic City, and both defendant DeLISA and ZAMBRANO indicated that they would accept the cash.

8. On or about November 18, 2003, in Atlantic City, during a conversation that was captured on both audio and videotape, defendant PAUL ZAMBRANO accepted \$1,500 in cash from CW. The two discussed CW's desire to obtain work through defendant PAUL ZAMBRANO. Defendant PAUL ZAMBRANO also accepted a second envelope containing \$1,000 in cash from CW which defendant PAUL ZAMBRANO agreed to deliver to another public official in exchange for that public official's assistance in obtaining work on CW's behalf in another Monmouth County municipality.

9. On or about November 18, 2003, during a conversation that was captured on both audio and videotape at the same location in Atlantic City, defendant JOSEPH DeLISA accepted \$1,500 in cash from CW. The two discussed CW's desire to obtain work through defendant DeLISA in West Long Branch, New Jersey.

10. On or about January 29, 2004, defendant PAUL ZAMBRANO, CW and UC-1 met at a restaurant in Monmouth Beach, New Jersey. During the meeting, which was both videotaped and audiotaped, defendant PAUL ZAMBRANO accepted \$4,000 in cash from CW in exchange for defendant ZAMBRANO's official assistance in securing a private job on CW's behalf and for future city work in West Long Branch.

11. On or about November 17, 2004, defendant PAUL ZAMBRANO met CW and UC-1 in Atlantic City. During the ensuing

conversation, defendant ZAMBRANO accepted \$1,500 from UC-1 for ZAMBRANO's official assistance in securing future government work for CW's companies in West Long Branch, New Jersey.