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

UNITED STATES OF AMERICA : **CRIMINAL COMPLAINT**
v. :
THOMAS BRODERICK : Mag. No. 05-

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 May 2004 through in or about October 2004, in Monmouth County, in the District of New Jersey, and elsewhere, defendant THOMAS BRODERICK did:

knowingly and willfully conduct and attempt to conduct a financial transaction involving property represented to be the proceeds of specified unlawful activity, specifically, the extortionate extension of credit, with the intent to conceal and disguise the nature, location, source, ownership, and control of the property believed to be proceeds of specified unlawful activity

in violation of Title 18, United States Code, Sections 1956(a)(3) 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, 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 defendant.

1. At all times relevant to this Complaint, defendant THOMAS BRODERICK was an Assistant Supervisor at the Monmouth County Division of Highways. He was formerly a Councilman in the Township of Marlboro, New Jersey as well as a Monmouth County Undersheriff.

2. The Cooperating Witness ("CW") is an individual who, at all times relevant to this Complaint, held himself out as someone involved in construction work and illegal loansharking, with his business operation being located primarily in the State of Florida.

3. During 2003 and early 2004, CW and a councilman from Keyport, New Jersey ("Official-1") entered into several financial transactions with each other in an attempt to launder proceeds of CW's purportedly illegal activities. Specifically, CW gave Official-1 cash represented to be the proceeds of extortionate loansharking activity. In return, Official-1 gave CW third-party checks. CW paid Official-1 a cash fee for providing this service.

4. On or about May 3, 2004, Official-1 informed CW, in substance and in part, that a friend of his was interested in helping to launder CW's loansharking cash. Official-1 stated, in substance and in part, that the person in question was a Monmouth County public official named Tom Broderick. Official-1 further stated, in substance and in part, that defendant THOMAS BRODERICK wanted to make the exchange soon and would be available the following night. In vouching for defendant BRODERICK, Official-1 noted, in substance and in part, that defendant also was a friend of Official-2, who was a Monmouth County public official known to CW. This conversation was recorded with CW's consent.

5. On or about May 4, 2004, CW met with defendant THOMAS BRODERICK, Official-1, and Official-2 at a restaurant in Freehold, New Jersey and recorded the conversation. Also present for the conversation was a law enforcement officer acting in an undercover capacity as CW's employee ("UC"). During the meeting, CW and UC spoke, in substance and in part, about their purported loansharking operation and about trying to deal with the large amounts of cash that they receive. They also discussed with defendant BRODERICK the proposed transaction, specifically, giving defendant \$50,000 in cash in exchange for a \$45,000 check.

They agreed that defendant BRODERICK would keep the remaining \$5,000 in cash as his fee. CW noted that he preferred not to engage in a larger transaction because it would "draw[] too much attention." Defendant BRODERICK responded, "Absolutely." They also discussed the fraudulent manner in which the transaction would be recorded in their respective books and records. They agreed that they would meet later that day to carry out the deal, once one of CW's employees brought the \$50,000 cash from New York. Upon leaving the restaurant, defendant BRODERICK told CW, "I wish I would have known you sooner."

6. Later that same day, at a restaurant in Tinton Falls, New Jersey, CW and two undercover law enforcement officers gave \$50,000 in cash in a brown paper bag to defendant THOMAS BRODERICK and received a \$45,000 check in return. The transaction was recorded by audio and video recording devices.

7. On or about May 17, 2004, at a restaurant in Marlboro, New Jersey, CW and two undercover officers gave defendant THOMAS BRODERICK \$25,000 cash represented to be proceeds of loansharking activity. In exchange, defendant BRODERICK handed over a check for \$22,500. Defendant BRODERICK thus received a cash fee of \$2,500 for the transaction, which was consensually recorded by audio and video recording devices.

8. In or about early September 2004, in conversations recorded with UC's consent, Official-2 spoke with UC and set up another laundering transaction involving UC and defendant THOMAS BRODERICK. Official-2 revealed that defendant BRODERICK was providing a portion of his money laundering fees to Official-2 for his role in setting up these transactions.

9. On or about September 14, 2004, at a restaurant in Freehold, New Jersey, UC gave \$25,000 cash to defendant THOMAS BRODERICK in return for a check for \$22,500. The exchange was consensually recorded by audio and video recording devices. UC explained to defendant BRODERICK that the cash recently had been picked up in Brooklyn, New York, and that the collection of the money was a "rough one." When defendant BRODERICK began to write out the check, he suggested, in substance and in part, that he write the word "renovations" in the memo section of the check, even though UC had not performed any renovation work for defendant. UC agreed. During their conversation, defendant BRODERICK and UC used the code word "munchkins" to refer to the cash itself.

10. Defendant THOMAS BRODERICK and UC engaged in an additional cash-for-checks transaction over two days in late October 2004. The transaction was consensually recorded by audio and video recording devices. Defendant BRODERICK explained to UC, in substance and in part, that defendant would give UC two separate checks in exchange for the cash and that defendant did not want the two checks to be payable for the same amount of money. Defendant BRODERICK further instructed UC as follows:

"Here's what we're gonna say. [My father has an] apartment in Brooklyn. I'm gonna say you did renovation work. I'm gonna say you came in and did a kitchen and bathroom for him and it came out to \$45,000." Defendant BRODERICK also asked UC for a fake receipt and instructed UC concerning what should be written on the receipt. In response to defendant BRODERICK's request, UC provided defendant with invoices purportedly for kitchen and bath renovations to make the check payment appear legitimate.