

**United States District Court
District of New Jersey**

ORIGINAL FILED
JUN 11 2007

UNITED STATES OF AMERICA : **CRIMINAL COMPLAINT**
v. :
OMAR CURRY : **Magistrate No. 07-8065**

I, the undersigned complainant being duly sworn, state the following is true and correct to the best of my knowledge and belief. From on or about September 14, 2006 through on or about May 21, 2007, in the District of New Jersey and elsewhere, defendant OMAR CURRY, did

SEE ATTACHMENT A

in violation of Title 21, United States Code, Sections 841(a)(1) and 841(b)(1)(A)(iii); and Title 18, United States Code, Section 922(a)(1)(A) and Title 18, United States Code, Section 2 .

I further state that I am a Special Agent for the Drug Enforcement Administration and that this complaint is based on the following facts:

SEE ATTACHMENT B

Continued on the attached page and made a part hereof.


Morgan Young, Special Agent
Drug Enforcement Administration

Sworn to before me and subscribed in my presence,

June 11, 2007
Date

Newark, New Jersey
City and State


HON. MADELINE COX ARLEO
United States Magistrate Judge

ATTACHMENT A

Count I

From on or about January 4, 2007 through on or about February 6, 2007, at Newark, in the District of New Jersey and elsewhere, defendant OMAR CURRY, did knowingly and willfully distribute and possess with intent to distribute 50 grams or more of a mixture or substance which contains cocaine base, in violation of Title 21, United States Code, Sections 841(a)(1) and 841(b)(1)(A)(iii); and Title 18, United States Code, Section 2.

Count II

From on or about September 14, 2006 through on or about May 21, 2007, at Newark, in the District of New Jersey and elsewhere, defendant OMAR CURRY, did knowingly and willfully engage in the business of importing, manufacturing and dealing in firearms and in the course of such business did ship, transport and receive a firearm in interstate and foreign commerce, in violation of Title 18, United States Code, Sections 922(a)(1)(A) and 2.

ATTACHMENT B

I, Morgan Young, am a Special Agent with the Drug Enforcement Administration and have been involved with this long term investigation of the 9-3 set of the Bloods street gang operating in parts of Newark, New Jersey. I am familiar with the facts set forth herein through my personal participation in the investigation and through oral and written reports from other federal agents and law enforcement officers. Where statements of others are related herein, they are related in substance and part. Since this complaint is being submitted for a limited purpose, I have not set forth each and every fact that I know concerning this investigation. Where I assert that an event took place on a particular date, I am asserting that it took place on or about the date alleged.

Count I

January 4, 2007. Sale of 60 Grams of Crack Cocaine

1. On or about January 4, 2007, a cooperating witness ("CW") met with defendant OMAR CURRY and two separately charged co-conspirators (hereinafter "CC-1" and "CC-2") at CC-1's residence located in the Fairview Homes housing complex in Newark, New Jersey in order to purchase a previously negotiated quantity of crack cocaine. Once inside CC-1's residence, the CW handed defendant OMAR CURRY approximately \$1,600 in cash and CC-1 handed the CW a quantity of crack cocaine. The CW stated that the amount of crack cocaine appeared to be less than the previously negotiated 60 grams but was reassured by defendant OMAR CURRY that it was in fact 60 grams.

2. The CW provided the purchased crack cocaine to members of the DEA immediately after the purchase. Members of the DEA weighed it and found that there was approximately 33 grams. At the direction of the DEA, the CW called OMAR CURRY who directed the CW to CC-1's residence to retrieve the balance of the crack cocaine. The CW proceeded to CC-1's residence where he met with CC-1 who then handed the CW another 30 grams of crack cocaine. The CW provided the purchased crack cocaine to members of the DEA immediately after the purchase. A laboratory test confirmed the presence of cocaine base in both purchases and a combined net weight of approximately 59.7 grams

February 6, 2007, Sale of 100 Grams of Crack Cocaine

3. On or about February 1, 2007, the CW contacted CC-1 to arrange the purchase of 100 grams of crack cocaine. CC-1 advised the CW that the price would be \$23.00 per gram.

4. On or about February 6, 2007, the CW went to the Fairview Homes housing complex in Newark, New Jersey and met with the defendant OMAR CURRY, CC-1 and CC-2 inside OMAR CURRY's apartment in order to purchase a quantity of crack cocaine. The CW handed approximately \$2,350 in cash to OMAR CURRY and CC-1 handed the CW approximately 100 grams of crack cocaine.

5. The CW provided the purchased crack cocaine to members of the DEA immediately after the purchase. A laboratory test confirmed the presence of cocaine base and a net weight of approximately 96.6 grams.

Count II

September 14, 2006, Sale of Two Firearms

1. On or about September 13, 2006, the CW arranged to purchase four firearms from OMAR CURRY through an intermediary, an unindicted co-conspirator (hereinafter "CC-3"), who was a Bloods member and would be able to get a better price for the firearms than the CW, who was not a Bloods member.
2. On or about September 14, 2006, at approximately 7:30 p.m., the CW met with CC-3 in front of the Stephen Crane Houses, located on Franklin Avenue, in Newark, New Jersey. CC-3 called defendant OMAR CURRY and OMAR CURRY directed CC-3 to meet with another separately charged co-conspirator (hereinafter "CC-4") at the New Community Homes located on Morris Avenue in Newark. After CW and CC-3 arrived at the New Community Homes, CC-3 called OMAR CURRY who instructed CC-3 to meet an unindicted co-conspirator (hereinafter "CC-5") by the hospital and CURRY would call CC-4 and direct him to meet CC-3. Shortly thereafter, CC-4 and CC-5 met with CC-3 and the CW and the CW was advised that the original firearms they agreed upon were not available, but they did have two other firearms for sale. CW agreed to purchase these two firearms and CC-3 and CC-5 retrieved these guns and provided them to the CW. The CW handed \$1200 in cash (\$600 for each firearm) to CC-5, who in turn gave the \$1200 to CC-4.
3. The two firearms the CW purchased from OMAR CURRY, CC-3, CC-4 and CC-5 were a .340 magnum Weatherby rifle, Model Mark V and a .45 caliber Colt semi-automatic handgun, Model Combat Commander.
4. After the CW purchased the two firearms, OMAR CURRY learned that the firearms were not for the CC-3, but rather for the CW, and got upset with the CC-3 and indicated that he (OMAR CURRY) could have made more money on those firearms.
5. The .340 magnum Weatherby rifle, Model Mark V sold to the CW and possessed by defendant OMAR CURRY on September 14, 2006, was manufactured in Japan and imported through California.
6. The .45 caliber Colt semi-automatic handgun, Model Combat Commander sold to the CW and possessed by defendant OMAR CURRY on September 14, 2006, was manufactured in the State of Connecticut and sold by a dealer in Norristown, Pennsylvania.

January 3, 2007, Sale of One Firearm

7. Prior to January 3, 2007, OMAR CURRY offered to sell the CW a large firearm for \$500.00. They agreed to do the deal on January 3, 2007.

8. On or about January 3, 2007, the CW went to the Fairview Homes housing complex in Newark, New Jersey and met with the defendant OMAR CURRY in the parking lot. After OMAR CURRY confirmed that the CW had the money to purchase the gun, CURRY directed CC-2 to get the gun. Shortly thereafter, CC-2 returned and handed the firearm to the CW. The CW then handed OMAR CURRY \$500 in cash.

9. The firearm the CW purchased from OMAR CURRY and CC-2 was a .357 caliber Ruger handgun, Model GP-100. The CW also received six rounds of Remington ammunition with the firearm.

10. The .357 caliber Ruger handgun, Model GP-100 sold to the CW and possessed by defendant OMAR CURRY on January 3, 2007, was manufactured in the United States and sold by a dealer in Proctorville, Ohio.

February 6, 2007, Sale of One Firearm

11. Prior to February 6, 2007, the CW and OMAR CURRY had numerous conversations concerning the sale of a SKS assault rifle. OMAR CURRY told the CW that the assault rifle would cost the CW \$1200.00 but that the CW should tell his buyer that the gun would cost \$1350.00 and that the CW and OMAR CURRY would split the extra \$150.00 evenly.

12. On or about February 6, 2007, the CW received a telephone call from OMAR CURRY stating that he could not be present for the gun deal, but that the CW should meet up with another individual, an unindicted co-conspirator (hereinafter "CC-6) to complete the purchase. Shortly thereafter, the CW met with the CC-6 at a Burger King restaurant, located at the corner of Franklin Avenue and Heller Parkway, in Newark, New Jersey and purchased one Norinco (North China Industries) 7.62 caliber semi-automatic assault rifle, Model SKS for \$1200 in cash. After the CW purchased the assault rifle, the CW received a telephone call from OMAR CURRY who inquired how the deal went, apologized for not being able to be present for the deal, and inquired about the \$75.00. Following this call, the CW went to OMAR CURRY's residence and paid him the \$75.00.

13. The Norinco (North China Industries) 7.62 caliber semi-automatic assault rifle, Model SKS sold to the CW and possessed by defendant OMAR CURRY on February 6, 2007, was manufactured in China.

May 21, 2007, Sale of One Firearm

14. On or about May 20, 2007, OMAR CURRY called the CW and stated that he had a Ruger P-90 for sale for \$750.00. The CW negotiated the price down to \$550.00.

15. On or about May 21, 2007, the CW went to OMAR CURRY's residence located in the Fairview Homes housing complex in Newark, New Jersey where he purchased one Ruger, .45 caliber semi-automatic handgun, Model P-90 from OMAR CURRY for \$550 in cash. The CW also received eight rounds of .45 caliber ammunition with the firearm.

16. The Ruger, .45 caliber semi-automatic handgun, Model P-90 sold to the CW and possessed by defendant OMAR CURRY on May 21, 2007, was manufactured in the United States and sold by a dealer in Gulf Breeze, Florida.

17. On or about June 5, 2007, a Bureau of Alcohol, Tobacco, Firearms and Explosives (hereinafter "ATF") inspector queried the ATF National Firearms Licensing database and determined that defendant OMAR CURRY did not possess, and had never applied for, a Federal Firearms License required to deal in firearms.

18. Based on my knowledge, training, and experience and that of other ATF agents who have worked on this case, it is my opinion that the five guns sold by OMAR CURRY to the CW are firearms within the meaning of Title 18 U.S.C. Section 921(a)(3).