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

UNITED STATES OF AMERICA : **CRIMINAL COMPLAINT**
v. :
JAMES INGRAM : 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 July 2004 through on or about August 31, 2004, in Monmouth County, in the District of New Jersey, and elsewhere, defendant JAMES INGRAM did:

knowingly and willfully conduct and attempt to conduct financial transactions 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,

March 9, 2005, at Newark, New Jersey

HONORABLE MADELINE COX ARLEO
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 JAMES INGRAM was the owner of JBI Limousine, Inc. ("JBI"), a company that had contracted with Monmouth County to provide transportation-related services as directed by the county.

2. At all times relevant to this Complaint, the Cooperating Witness ("CW") was an individual who held himself out as someone involved in construction work and illegal loansharking, with his business operation being located primarily in the State of Florida. At all times relevant to this Complaint, two law enforcement officers acting in an undercover capacity ("UC-1" and "UC-2" or, collectively, the "UC's") held themselves out as CW's employees.

3. At all times relevant to this complaint, Official-1 was a Monmouth County public official who previously had participated in financial transactions with CW that were designed to launder the cash proceeds of CW's purported loansharking activity. Official-2 was a Monmouth County public official working in the county's Division of Transportation. Official-3 was an elected municipal official in the Township of Neptune, New Jersey. At no time relevant to this complaint were either Official-1, Official-2, or Official-3 cooperating with law enforcement authorities.

4. On or about July 6, 2004, Official-1, Official-2, and Official-3 met with CW and UC-1 at a restaurant and informed them, in substance and in part, that defendant JAMES INGRAM was interested in making money by laundering CW's purported loansharking proceeds. During the meeting, Official-2 noted that in his capacity as a county official, he recently "gave" defendant INGRAM (i.e., JBI) a multi-million-dollar county transportation contract. This conversation was audiotaped with the consent of CW and UC-1.

5. On or about July 7, 2004, Official-1, Official-2, and Official-3 introduced CW and the UC's to defendant JAMES INGRAM at a political event at a local racetrack. CW and the UC's talked to defendant INGRAM about him laundering for CW the proceeds of CW's purported extortionate loansharking activity. This conversation was audiotaped with the consent of CW and the UC's.

6. On or about July 8, 2004, at JBI's offices in Neptune, New Jersey, defendant JAMES INGRAM, CW, and UC-1 carried out the laundering transaction. Specifically, defendant INGRAM received \$25,000 in cash in a bag from CW and UC-1, and gave them a \$22,500 JBI check in return. Defendant INGRAM kept the remaining \$2,500 as his fee for the transaction. CW and UC-1 reiterated that the cash being handed over was the proceeds of loansharking activity, namely "shy loans" and "collections off the street." This meeting was recorded by both audio and video recording devices, with the consent of CW and UC-1.

7. During the July 8 meeting, defendant JAMES INGRAM and CW also discussed compensating Official-3 for helping to set up the laundering transaction. CW asked, "You're gonna take care of [Official-3] out of your end, right?" Defendant INGRAM responded, in substance and in part, "Yeah. . . . I take care of [Official-3] anyway so this is not a problem. . . . I give him cars and shit so he does O.K., believe me." Defendant INGRAM further explained, in substance and in part, that he regularly gave Official-3 JBI's older vehicles for Official-3 to re-sell and keep the proceeds.

8. Defendant JAMES INGRAM carried out another laundering transaction with CW and UC-1 on or about July 16, 2004. The transaction consisted of an exchange of \$50,000 cash for a \$45,000 check. Defendant INGRAM kept the remaining \$5,000 as his fee. UC-1 asked defendant INGRAM, "That's a pretty quick way to make 5, isn't it?" Defendant INGRAM responded, in substance and in part, "I gotta figure out how to get rid of it all. That's the next problem." During the meeting, CW and UC-1 also discussed with defendant INGRAM some of the details of their purported loansharking operation, including the interest that they supposedly charged debtors. This meeting was recorded with video and audio recording devices, with the consent of CW and UC-1.

9. Defendant JAMES INGRAM carried out a third laundering transaction with the UC's on or about August 10, 2004. Specifically, defendant INGRAM received \$25,000 in cash in return for a \$22,500 check. UC-1 asked defendant INGRAM about his handling of the large amounts of cash he was receiving, asking, "You're being smart with this money, right?" Defendant INGRAM responded, in substance and in part, "Yeah. What do you think I'm a moron?" During the course of the meeting, defendant INGRAM offered to sell JBI to CW, explaining, in response to CW's purported need to launder loansharking profits, that "[i]t's the greatest washing machine in the world." Defendant INGRAM also asked the UC's whether they could help him collect on a \$10,000 debt that was owed to someone defendant INGRAM knew, asking "Could you two guys go down there and talk to [the debtor]? . . . I don't even want to know what you're gonna do." This meeting was recorded with video and audio recording devices, with the consent of the UC's.

10. On or about August 31, 2004, defendant JAMES INGRAM met with UC-1 at a restaurant in Asbury Park. Defendant INGRAM again talked about CW buying JBI, stating, "He wants to buy it for a 'laundromat' and it's the perfect fuckin' place." Defendant INGRAM noted, in substance and in part, that CW could count on securing contracts for JBI from Monmouth County. For example, he explained that the relevant county bid specifications are "basically tailored to me." When UC-1 asked how Official-2 and Official-3 had helped defendant INGRAM in this regard, INGRAM stated, in substance and in part, "There's one guy that can bid against me. . . . Between me and you, it was suggested to him -- you don't bid on this contract." According to defendant INGRAM, Official-3 had told defendant, in substance and in part, "[B]id whatever the fuck you want, there ain't gonna be nobody on the other side." This conversation was audiotaped with UC-1's consent.