

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA : Crim. No. 04-188 (KSH)
: :
: 18 U.S.C. §§ 1341, 1951(a),
v. : 1952(a)(3) & 2
: :
: :
ZACHARY V. TURNER and :
BARRY TURNER : SUPERSEDING INDICTMENT

The Grand Jury in and for the District of New Jersey,
sitting at Newark, charges:

COUNT ONE

(Conspiracy to Commit Extortion Under Color of Official Right)

Defendants and Others

1. From in or about 2000 to the present, defendant ZACHARY V. TURNER was an elected member of the East Orange City Council, representing the Fourth Ward. The East Orange City Council carries out the legislative duties of the city's municipal government. The East Orange City Council is comprised of ten members, with two members elected from each of the city's five geographic wards. As a member of the East Orange City Council, defendant ZACHARY V. TURNER has served as chairperson of the committee on Housing, Licensing and Inspection, and as a member of the committees on Public Safety; Business Development and Zoning; and Arts, Recreation and Cultural Affairs. Defendant

ZACHARY V. TURNER currently resides at 89 Hawthorne Avenue, East Orange, New Jersey ("Turner Residence"). The title owner of the Turner Residence is the brother of defendant ZACHARY V. TURNER (hereinafter referred to as "T.T.").

2. Defendant BARRY TURNER is an associate of, but unrelated to, defendant ZACHARY V. TURNER. Defendant BARRY TURNER is a resident of East Orange, New Jersey.

3. At all times relevant to this Superseding Indictment, there was an individual (the "Owner") who had purchased a multi-unit building located on Williams Street, East Orange, New Jersey (the "Property") in or about July, 2002. The Owner purchased the Property from other individuals who had purchased the Property at an auction conducted by the City of East Orange.

4. After purchasing the Property, beginning in or about September, 2002, the Owner encountered difficulties with East Orange in obtaining clear title to the Property. The difficulties stemmed from certain provisions in the "Standard Conditions of Sale," which were made part of the conveyance of the Property when it was originally sold by East Orange at auction. The Standard Conditions of Sale provided, among other things, that East Orange could initiate reversion proceedings to regain ownership of the Property under certain circumstances. The Standard Conditions of Sale imposed restrictions on further conveyances of the Property and time limits by which certain

improvements to the Property had to be completed. Once apprised of these restrictions, the Owner met and corresponded with East Orange officials to attempt to obtain a waiver of these restrictions and thereby obtain clear title to the Property.

5. At all times relevant to this Superseding Indictment, there was an individual ("Contractor") who agreed to assist the Owner in renovating, and finding a purchaser for, the Property.

The Extortion Scheme

6. From in or about December, 2002 to in or about January, 2003, in Essex County, in the District of New Jersey, and elsewhere, defendants

ZACHARY V. TURNER
and
BARRY TURNER

knowingly and willfully conspired and agreed with each other and others to obstruct, delay, and affect interstate commerce by extortion, that is, obtaining a \$20,000 corrupt cash payment from the Owner and the Contractor with their consent under color of official right.

7. It was the object of the conspiracy that defendants ZACHARY V. TURNER and BARRY TURNER solicited, demanded, and agreed to accept money, that is, \$20,000 in cash, from the Owner and the Contractor in exchange for defendant ZACHARY V. TURNER taking official action to prevent the City of East Orange from

instituting reversion proceedings with respect to the Property and to allow the Owner to obtain clear title to the Property and to assist the Owner and Contractor in purchasing other properties in East Orange.

8. It was part of the conspiracy that, from in or about December, 2002 to in or about January, 2003, defendant ZACHARY V. TURNER had conversations with the Owner and the Contractor in which defendant ZACHARY V. TURNER represented that he had the ability and intention to influence the East Orange government in exchange for corrupt payments so that, among other things, the Owner would not have a problem with East Orange seeking reversion of the Property. These conversations, some of which were covertly recorded, included defendant ZACHARY V. TURNER, in substance and in part, stating that:

(a) he would be "taking the leadership role" with respect to the dispute over ownership of the Property between the Owner and the East Orange Law Department;

(b) the Property did not "need to go back on the auction," and that the Owner and the Contractor could "put this thing to bed and it won't be a problem at all"; and

(c) he could use his official position to enable the Owner and the Contractor to purchase other properties from East Orange and would secure "some grant money" to assist in the

purchase of properties in East Orange, which he did only for "people who are special, people that I know are on my team."

9. It was further a part of the conspiracy that on or about January 2, 2003, defendant ZACHARY V. TURNER advised the Contractor, in substance and in part, that in order for the Owner and Contractor to obtain defendant ZACHARY V. TURNER's official aid in preventing the initiation of reversion proceedings by East Orange against the Property and in purchasing other properties in East Orange, the Contractor would have to speak with defendant BARRY TURNER, who, according to defendant ZACHARY V. TURNER, would know "exactly what to do, he knows exactly what it's going to take."

10. It was further a part of the conspiracy that, on or about January 2, 2003, in East Orange, New Jersey, defendant BARRY TURNER solicited a corrupt cash payment of \$20,000 from the Contractor to secure the official aid and influence of defendant ZACHARY V. TURNER to resolve the legal dispute between the Owner and East Orange over ownership of the Property.

In violation of Title 18, United States Code, Section 1951(a).

COUNT TWO

(Attempted Extortion Under Color of Official Right)

1. Paragraphs 1 to 5 and 8 to 10 of Count One are hereby incorporated and realleged as if fully set forth herein.

2. From in or about December, 2002 to in or about January, 2003, in Essex County, in the District of New Jersey, and elsewhere, defendants

ZACHARY V. TURNER
and
BARRY TURNER

knowingly and willfully did attempt to obstruct, delay, and affect interstate commerce by extortion, that is, obtaining a \$20,000 corrupt cash payment from the Owner and the Contractor with their consent under color of official right.

In violation of Title 18, United States Code, Sections 1951(a) and 2.

COUNT THREE

(Conspiracy to Commit Extortion Under Color of Official Right)

1. Paragraphs 1 and 2 of Count One are hereby incorporated and realleged as if fully set forth herein.

2. At all times relevant to this Superseding Indictment, there was an individual (the "Prospective Purchaser") who initially expressed an interest in purchasing the Property.

3. At all times relevant to this Superseding Indictment, there was an individual (the "Intermediary") who was a business associate of the Prospective Purchaser.

The Extortion Scheme

4. From in or about December, 2002 to in or about January, 2003, in Essex County, in the District of New Jersey, and elsewhere, defendants

ZACHARY V. TURNER
and
BARRY TURNER

knowingly and willfully conspired and agreed with each other and others to obstruct, delay, and affect interstate commerce by extortion, that is, obtaining a \$2,000 corrupt cash payment from the Prospective Purchaser and the Intermediary with their consent under color of official right.

5. It was the object of the conspiracy that defendants ZACHARY V. TURNER and BARRY TURNER solicited and accepted money

from the Prospective Purchaser and the Intermediary, that is, \$2,000 in cash, in exchange for defendant ZACHARY V. TURNER's aid, in his capacity as a member of the East Orange City Council, in identifying and purchasing properties in and from East Orange.

6. It was part of the conspiracy that from in or about December, 2002 to in or about January, 2003, defendants ZACHARY V. TURNER and BARRY TURNER offered to furnish to the Prospective Purchaser and the Intermediary lists of properties owned and/or controlled by East Orange, in exchange for a \$2,000 cash payment.

7. It was further a part of the conspiracy that defendant ZACHARY V. TURNER referred to the \$2,000 cash payment as an "application fee." While the City of East Orange does generate lists of properties of which it has taken ownership and which it intends to sell at auction, and while a bidder must first register to become a bidder at auction, there are, in reality, no applications, application fees, or any other fees required to obtain lists of properties or to register as a bidder at auction.

8. It was further a part of the conspiracy that on or about January 2, 2003, defendants ZACHARY V. TURNER, BARRY TURNER, and another individual traveled from New Jersey to New York and accepted \$2,000 in cash from the Prospective Purchaser through the Intermediary.

In violation of Title 18, United States Code, Section 1951(a).

COUNT FOUR

(Extortion Under Color of Official Right)

1. Paragraphs 1 to 3 and 6 to 8 of Count Three are hereby incorporated and realleged as if fully set forth herein.

2. From in or about December, 2002 to in or about January, 2003, in Essex County, in the District of New Jersey, and elsewhere, defendants

ZACHARY V. TURNER
and
BARRY TURNER

knowingly and willfully did obstruct, delay, and affect interstate commerce by extortion, that is, obtaining a \$2,000 corrupt cash payment from the Prospective Purchaser and the Intermediary with their consent under color of official right.

In violation of Title 18, United States Code, Sections 1951(a) and 2.

COUNT FIVE

(Travel in Interstate Commerce--
Illegal Acceptance of Benefit as Consideration
for the Performance of Official Duties)

1. Paragraphs 1 to 3 and 6 to 8 of Count Three are hereby incorporated and realleged as if fully set forth herein.

2. In or about January, 2003, in the District of New Jersey, and elsewhere, defendants

ZACHARY V. TURNER
and
BARRY TURNER

knowingly and willfully did travel in interstate commerce, that is, from New Jersey to New York, with the intent to promote, manage, establish, carry on, and facilitate the promotion, management, establishment, and carrying on of an unlawful activity--namely, accepting a benefit as consideration for an exercise of discretion of a public servant on a public issue, contrary to N.J. Stat. Ann. § 2C:27-2(a), and for the performance of defendant ZACHARY V. TURNER's official duties, contrary to N.J. Stat. Ann. § 2C:27-2(d)--and, thereafter, acted and attempted to act to promote, manage, establish, carry on, and facilitate the promotion, management, establishment, and carrying on of the unlawful activity, that is, accepting \$2,000 in cash from the Prospective Purchaser and the Intermediary in exchange for providing lists of properties for sale by the City of East Orange.

In violation of Title 18, United States Code, Sections
1952(a)(3) and 2.

COUNT SIX

(Conspiracy to Commit Extortion Under Color of Official Right)

1. Paragraph 1 of Count One is hereby incorporated and realleged as if fully set forth herein.

2. At all times relevant to this Superseding Indictment, there were three individuals (the "Prospective Developers") who were interested in purchasing abandoned and dilapidated properties in East Orange for refurbishment and subsequent resale.

The Extortion Scheme

3. From in or about July, 2002 to in or about September, 2002, in Essex County, in the District of New Jersey, and elsewhere, defendant

ZACHARY V. TURNER

knowingly and willfully conspired and agreed with others to obstruct, delay, and affect interstate commerce by extortion, that is, obtaining a total of approximately \$65,000 in corrupt payments from the Prospective Developers with their consent under color of official right.

4. It was the object of the conspiracy that defendant ZACHARY V. TURNER solicited, demanded and accepted corrupt payments from the Prospective Developers, that is, approximately \$65,000, in exchange for defendant ZACHARY V. TURNER'S aid, in

his capacity as a member of the East Orange City Council, in identifying, purchasing and developing properties in and from East Orange.

5. It was part of the conspiracy that, from in or about July, 2002 to in or about September, 2002, defendant ZACHARY V. TURNER had numerous meetings and conversations with the Prospective Developers in which defendant ZACHARY V. TURNER represented that he had the ability and intention to influence the East Orange government so that, among other things, the Prospective Developers would be able to develop certain properties in East Orange, in exchange for corrupt payments.

6. It was further a part of the conspiracy that, on or about July 11, 2002, defendant ZACHARY V. TURNER offered to the Prospective Developers his official assistance in identifying, purchasing, and developing properties in and from East Orange, in exchange for a \$15,000 corrupt payment.

7. It was further a part of the conspiracy that defendant ZACHARY V. TURNER sought to conceal his receipt of this corrupt payment. Accordingly, defendant ZACHARY V. TURNER instructed the Prospective Developers to give him a check in the amount of \$15,000, with the "paid to the order of" line left blank. To further conceal this corrupt payment, defendant ZACHARY V. TURNER caused the \$15,000 check to be deposited into the bank account of his close personal friend.

8. It was further a part of the conspiracy that, in or about July, 2002, defendant ZACHARY V. TURNER informed the Prospective Developers that he would, in his capacity as a member of the East Orange City Council, ensure that the Prospective Developers would be named by East Orange as the developers of a specific group of properties in East Orange (the "Properties").

9. It was further a part of the conspiracy that, between in or about mid-July through mid-September, 2002, defendant ZACHARY V. TURNER and a co-conspirator solicited and demanded a \$50,000 corrupt cash payment from the Prospective Developers in exchange for ensuring that the Prospective Developers would be named by East Orange as the developers of the Properties.

10. It was further a part of the conspiracy that, between in or about mid-July through mid-September, 2002, defendant ZACHARY V. TURNER accepted from the Prospective Developers a \$30,000 corrupt cash payment (the initial installment of the agreed-upon \$50,000) in exchange for his official assistance in ensuring that the Prospective Developers would be named by East Orange as the developers of the Properties.

11. It was further a part of the conspiracy that, between in or about mid-July through mid-September, 2002, defendant ZACHARY V. TURNER accepted from the Prospective Developers a \$20,000 corrupt cash payment (the final installment of the agreed-upon \$50,000) in exchange for his official assistance in

ensuring that the Prospective Developers would be named by East Orange as the developers of the Properties.

12. It was further a part of the conspiracy that, in or about September, 2002, defendant ZACHARY V. TURNER solicited and demanded another \$20,000 corrupt cash payment in exchange for his official assistance in ensuring that the Prospective Developers would be named by East Orange as the developers of the Properties.

In violation of Title 18, United States Code, Section 1951(a).

COUNTS SEVEN TO NINE

(Extortion Under Color of Official Right)

1. Paragraph 1 of Count One and Paragraphs 2 and 5 to 11 of Count Six are hereby incorporated and realleged as if fully set forth herein.

2. On or about the dates listed below, in Essex County, in the District of New Jersey, and elsewhere, defendant

ZACHARY V. TURNER

knowingly and willfully did obstruct, delay, and affect interstate commerce by extortion, that is, obtaining corrupt payments from the Prospective Developers with their consent under color of official right, as set forth below:

COUNT	DATE	AMOUNT
7	July 11, 2002	\$15,000
8	mid-July through mid-September, 2002	\$30,000
9	mid-July through mid-September, 2002	\$20,000

In violation of Title 18, United States Code, Sections 1951(a) and 2.

COUNT TEN

(Attempted Extortion Under Color of Official Right)

1. Paragraph 1 of Count One and Paragraphs 2 and 12 of Count Six are hereby incorporated and realleged as if fully set forth herein.

2. Between in or about mid-July through mid-September, 2002, in Essex County, in the District of New Jersey, and elsewhere, defendant

ZACHARY V. TURNER

knowingly and willfully did attempt to obstruct, delay, and affect interstate commerce by extortion, that is, soliciting and demanding a \$20,000 corrupt cash payment from the Prospective Developers with their consent under color of official right.

In violation of Title 18, United States Code, Sections 1951(a) and 2.

COUNTS ELEVEN AND TWELVE

(Travel in Interstate Commerce --
Illegal Acceptance of Benefit as Consideration
for the Performance of Official Duties)

1. Paragraphs 1 to 2 and 5 to 12 of Count Six are hereby incorporated and realleged as if fully set forth herein.

2. On or about the dates listed below, in the District of New Jersey, and elsewhere, defendant

ZACHARY V. TURNER

knowingly and willfully did travel and cause another person to travel in interstate commerce, that is, from New York to New Jersey, with the intent to promote, manage, establish, carry on, and facilitate the promotion, management, establishment, and carrying on of an unlawful activity--namely, accepting a benefit as consideration for an exercise of discretion of a public servant on a public issue, contrary to N.J. Stat. Ann. § 2C:27-2(a), and for the performance of defendant ZACHARY V. TURNER's official duties, contrary to N.J. Stat. Ann. § 2C:27-2(d)--and, thereafter, acted and attempted to act to promote, manage, establish, carry on, and facilitate the promotion, management, establishment, and carrying on of the unlawful activity, that is, accepting corrupt cash payments from the Prospective Developers in exchange for defendant ZACHARY V. TURNER's official assistance in ensuring that the Prospective Developers would be named by

East Orange as the developers of the Properties, as set forth below:

COUNT	DATE	TRAVEL	OVERT ACT AFTER TRAVEL
11	mid-July through mid-September, 2002	NY to NJ	corrupt payment of \$30,000
12	mid-July through mid-September, 2002	NY to NJ	corrupt payment of \$20,000

In violation of Title 18, United States Code, Sections 1952(a)(3) and 2.

COUNT THIRTEEN

(Extortion Under Color of Official Right)

1. Paragraph 1 of Count One is hereby incorporated and realleged as if fully set forth herein.

2. At all times relevant to this Superseding Indictment, there were two individuals who owned commercial property in East Orange, New Jersey (the "Commercial Property Owners"). The Commercial Property Owners had purchased the commercial property from East Orange at an auction and were in the process of renovating and refurbishing the commercial property. As of in or about March, 2003, the Commercial Property Owners had not been able to obtain a Certificate of Occupancy from East Orange.

The Extortion Scheme

3. From in or about March, 2003 to in or about June, 2003, in Essex County, in the District of New Jersey, and elsewhere, defendant

ZACHARY V. TURNER

knowingly and willfully did obstruct, delay, and affect interstate commerce by extortion, that is, obtaining the free use and benefit of office space on a commercial property as his campaign headquarters and other benefits from the Commercial Property Owners, with their consent (a) induced by wrongful use of fear and (b) under color of official right.

4. The object of the extortion scheme was for defendant ZACHARY V. TURNER to obtain the use and benefit of office space as his campaign headquarters without paying rent or any of the utility bills associated with the use of such office space in exchange for defendant ZACHARY V. TURNER's official action in (a) obtaining grants from East Orange to aid the Commercial Property Owners to refurbish and renovate their commercial property; (b) securing a Certificate of Occupancy for the Commercial Property Owners from East Orange; and (c) helping the Commercial Property Owners with any issues that they may have faced with East Orange officials, including property and building inspectors.

5. It was a part of the extortion scheme that, in or about March, 2003, defendant ZACHARY V. TURNER met with the Commercial Property Owners and requested to use office space at their commercial property as his campaign headquarters. Defendant ZACHARY V. TURNER was in the midst of a campaign to win the Democratic Party primary election held on or about June 3, 2003, in advance of the general election for the East Orange Council, which was held on November 4, 2003. The Commercial Property Owners, however, had not yet completed renovations on the property, and they did not have a Certificate of Occupancy, which precluded the use of the commercial property as a campaign office. Defendant ZACHARY V. TURNER told the Commercial Property

Owners that based on his position on the East Orange Council he would be able to obtain a Certificate of Occupancy.

6. It was further a part of the extortion scheme that defendant ZACHARY V. TURNER told the Commercial Property Owners that, based on his position on the East Orange Council, defendant ZACHARY V. TURNER also could secure the Commercial Property Owners grant money from East Orange, in the amount of approximately \$75,000, to refurbish and renovate the commercial property.

7. It was further a part of the extortion scheme that defendant ZACHARY V. TURNER advised the Commercial Property Owners that he would aid them with any problems that arose with East Orange officials, including property and building inspectors.

8. It was further a part of the extortion scheme that based on the promises and representations of defendant ZACHARY V. TURNER of official assistance described above, defendant ZACHARY V. TURNER occupied and used the commercial property as his campaign headquarters beginning in or about March, 2003 until after the primary election without paying any rent. Further, defendant ZACHARY V. TURNER did not pay any utilities throughout the time that he occupied and used the commercial property as his campaign headquarters.

9. It was further a part of the extortion scheme that, in or about April, 2003, defendant ZACHARY V. TURNER agreed to perform renovation work for the Commercial Property Owners in exchange for \$2,500. Defendant ZACHARY V. TURNER told the Commercial Property Owners that the \$2,500 had to be paid in cash because of his official position on the East Orange Council. When the Commercial Property Owners refused to give defendant ZACHARY V. TURNER \$2,500 in cash, defendant ZACHARY V. TURNER directed the Commercial Property Owners to write the check in the name of an associate of defendant ZACHARY V. TURNER who worked in defendant ZACHARY V. TURNER's campaign headquarters. The Commercial Property Owners complied and gave the \$2,500 check to defendant ZACHARY V. TURNER. The \$2,500 check was cashed on or about the same day. Defendant ZACHARY V. TURNER did not perform any renovation work on the commercial property and later denied ever taking the money from the Commercial Property Owners.

10. It was further a part of the extortion scheme that on numerous occasions, in response to the Commercial Property Owners asking defendant ZACHARY V. TURNER about his failure to (a) secure grant money for them; (b) pay rent or any of the utilities; (c) obtain a Certificate of Occupancy; and (d) perform any renovation work after receiving \$2,500 from the Commercial Property Owners, defendant ZACHARY V. TURNER threatened the Commercial Property Owners with adverse official action,

including the loss of their commercial property, which would have caused the Commercial Property Owners economic harm.

In violation of Title 18, United States Code, Sections 1951(a) and 2.

COUNT FOURTEEN

(Conspiracy to Commit Extortion Under Color of Official Right)

1. Paragraph 1 of Count One is hereby incorporated and realleged as if fully set forth herein.

2. At all times relevant to this Superseding Indictment, there was an individual (the "Prospective Purchaser 2") who was interested in purchasing two pieces of property in East Orange.

The Extortion Scheme

3. From in or about December, 2003 to in or about February, 2004, in Essex County, in the District of New Jersey, and elsewhere, defendant

ZACHARY V. TURNER

knowingly and willfully conspired and agreed with others to obstruct, delay, and affect interstate commerce by extortion, that is, obtaining an \$800 corrupt cash payment from Prospective Purchaser 2 with his consent under color of official right.

4. It was the object of the conspiracy that defendant ZACHARY V. TURNER solicited, demanded and accepted money from Prospective Purchaser 2, that is, \$800 in cash, through a co-conspirator ("Co-conspirator 1"), in exchange for defendant ZACHARY V. TURNER's aid, in his capacity as a member of the East Orange City Council, in purchasing properties in and from East Orange.

5. It was part of the conspiracy that in or about December, 2003, defendant ZACHARY V. TURNER offered his official assistance to Prospective Purchaser 2 in purchasing two properties in East Orange.

6. It was further a part of the conspiracy that in or about February, 2004, defendant ZACHARY V. TURNER demanded, through Co-conspirator 1, \$800 in exchange for his official action in aiding Prospective Purchaser 2 to purchase the two East Orange properties. At the instruction of Co-conspirator 1, the \$800 corrupt cash payment was made by Prospective Purchaser 2 to another individual associated with defendant ZACHARY V. TURNER and Co-conspirator 1.

In violation of Title 18, United States Code, Section 1951(a).

COUNT FIFTEEN

(Extortion Under Color of Official Right)

1. Paragraphs 1 to 2 and 4 to 6 of Count Fourteen are hereby incorporated and realleged as if fully set forth herein.

2. From in or about December, 2003 to in or about February, 2004, in Essex County, in the District of New Jersey, and elsewhere, defendant

ZACHARY V. TURNER

knowingly and willfully did obstruct, delay, and affect interstate commerce by extortion, that is, obtaining an \$800 corrupt cash payment from Prospective Purchaser 2 with his consent under color of official right.

In violation of Title 18, United States Code, Sections 1951(a) and 2.

COUNTS SIXTEEN AND SEVENTEEN

(Mail Fraud)

1. Paragraph 1 of Count One is hereby incorporated and realleged as if fully set forth herein.

2. From in or about 1998 to in or about 2002, defendant ZACHARY V. TURNER had financial difficulties, which resulted in defendant ZACHARY V. TURNER filing Chapter 13 Bankruptcy Petitions with the United States Bankruptcy Court, District of New Jersey, on three separate occasions, July 6, 1999, March 31, 2000, and May 15, 2000. These bankruptcy filings, among other things, inhibited defendant ZACHARY V. TURNER from obtaining a mortgage in his name and otherwise adversely affected his credit.

3. From in or about 2000, when defendant ZACHARY V. TURNER was first elected to the East Orange City Council, to in or about 2001, defendant ZACHARY V. TURNER lived in residences outside of the Fourth Ward of East Orange, New Jersey--the ward defendant ZACHARY V. TURNER represented on the City Council. Defendant ZACHARY V. TURNER's residence outside of the Fourth Ward was contrary to state law. In the Bankruptcy Petitions referred to above, defendant ZACHARY V. TURNER listed his residence as 283 Roberts Road, Orange, NJ 07050. From in or about August, 2001 to in or about October, 2001, defendant ZACHARY V. TURNER resided at 193 Oak Street, East Orange, located in the Third Ward of East Orange. The Turner Residence is located in the Fourth Ward.

Scheme and Artifice to Defraud

4. From in or about March, 2002 to in or about November, 2002, in Essex County, in the District of New Jersey, and elsewhere, defendant

ZACHARY V. TURNER

knowingly and willfully did devise and intend to devise a scheme and artifice to defraud and to obtain money and property--namely a mortgage in the amount of approximately \$104,000 from Option One Mortgage Corporation, a mortgage banking firm, and People's Mortgage Corporation, a mortgage broker, for the purchase of the Turner Residence--by means of materially false and fraudulent pretenses, representations, and promises.

5. The object of this scheme and artifice to defraud was for defendant ZACHARY V. TURNER to fund the purchase of the Turner Residence--located in the ward which defendant ZACHARY V. TURNER represented on the City Council--with a mortgage obtained under false and fraudulent pretenses and through false and fraudulent representations.

6. It was a part of this scheme and artifice to defraud that defendant ZACHARY V. TURNER falsely represented himself to be his brother T.T. in dealings with People's Mortgage Corporation, a mortgage broker, in an effort to obtain a mortgage for the Turner Residence.

7. It was further a part of this scheme and artifice to defraud that defendant ZACHARY V. TURNER caused a mortgage application to falsely state that T.T. earned a gross monthly income of \$6,364.

8. It was further a part of this scheme and artifice to defraud that defendant ZACHARY V. TURNER generated and caused to be generated numerous documents which falsely portrayed T.T.'s financial and employment status, as well as T.T.'s history of timely paying creditors. Defendant ZACHARY V. TURNER provided and caused to be provided to People's Mortgage Corporation and Option One Mortgage Corporation, fraudulent documents which falsely stated that T.T. earned a salary in excess of \$70,000 a year. These fraudulent documents included W-2 Wage and Tax Statements for tax years 2000 and 2001 in the name of T.T., as well as a salary statement which indicated that as of October 31, 2002, for calendar year 2002, T.T. had earned \$70,400. T.T. did not receive the income listed in the these fraudulent documents in the tax and calendar years indicated.

9. It was further a part of this scheme and artifice to defraud that defendant ZACHARY V. TURNER provided and caused to be provided to People's Mortgage Corporation and Option One Mortgage Corporation a fraudulent document purportedly from a federal credit union to verify the source of funds--approximately \$3,000--to be provided at the closing on the Turner Residence,

which occurred on or about November 8, 2002. The document, which was not a genuine document generated by the listed federal credit union, indicated that as of on or about November 6, 2002, T.T. had on deposit at the federal credit union the sum of \$6,027.41.

10. It was further a part of this scheme and artifice to defraud that defendant ZACHARY V. TURNER provided and caused to be provided to People's Mortgage Corporation and Option One Mortgage Corporation, a fraudulent document purportedly from a real estate broker, which indicated that T.T. had rented a residence at 65 Finlay Street Suite #3, Newark, New Jersey, for the preceding five years, and that he paid a monthly rent of \$750.00. The document was not a genuine document generated by the listed real estate broker.

11. It was further a part of this scheme and artifice to defraud that the false and fraudulent representations and statements set forth above were made with the intent to influence Option One Mortgage Corporation to approve a mortgage for the purchase of the Turner Residence. A \$104,000 mortgage loan in the name of T.T. for the purchase of the Turner Residence was approved by Option One Mortgage Corporation, and the closing on the purchase of the Turner Residence occurred on or about November 8, 2002.

12. On or about the dates listed below, in Essex County, in the District of New Jersey, and elsewhere, for the purpose of executing and attempting to execute this scheme and artifice to defraud, defendant

ZACHARY V. TURNER

knowingly and willfully deposited and caused to be deposited certain matter to be sent and delivered, and caused to be delivered, thereon by private and commercial interstate carriers, as described below:

COUNT	DATE	MAILING
16	October 14, 2002	delivery of loan application materials relating to \$104,000 mortgage on Turner Residence from People's Mortgage Corporation to Option One Mortgage Corporation via UPS Worldwide Express
17	November 7, 2002	delivery of documents relating to closing on purchase of Turner Residence from Option One Mortgage Corporation to closing agent via Federal Express

In violation of Title 18, United States Code, Sections 1341
and 2.

A TRUE BILL

FOREPERSON

CHRISTOPHER J. CHRISTIE
United States Attorney