UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA	:	**CRIMINAL COMPLAINT**
v.	:	
PAUL COUGHLIN	:	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. In or about May 2004, in Monmouth County, in the District of New Jersey, and elsewhere, defendant PAUL COUGHLIN did:

> knowingly and willfully conspire with others to obstruct, delay, and affect interstate commerce by extortion under color of official right, by soliciting and accepting a corrupt payment that was paid by another, with his consent

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

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 defendant.

1. Defendant PAUL COUGHLIN is the Mayor of the Township of Hazlet, New Jersey and has held that position at all times relevant to this Complaint.

2. At all times relevant to this Complaint, a cooperating witness ("CW") held himself out as someone involved in construction work and illegal loansharking. As represented by CW, his construction operation was located primarily in the State of Florida, with his construction equipment being maintained in Florida and Alabama.

3. On or about May 13, 2004, defendant PAUL COUGHLIN met at a restaurant in Hazlet, New Jersey with a councilman from a Monmouth County municipality ("Official-1"), CW, and two law enforcement officers acting in an undercover capacity as CW's employees. Official-1 was not cooperating with law enforcement authorities and was not aware that CW was cooperating. In fact, Official-1 previously had sought and received cash payments from CW in exchange for promising to engage in certain conduct in his capacity as an elected public official.

4. During the May 13 meeting, Official-1 asked defendant PAUL COUGHLIN, in substance and in part, to secure for CW municipal work in Hazlet, including certain demolition work involving the Hazlet City Hall. Official-1 further informed defendant COUGHLIN, in substance and in part, that, in return, CW would provide a payment to defendant COUGHLIN. In defendant COUGHLIN's presence, Official-1 instructed CW, in substance and in part, to take cash, "put it in a plain envelope and we'll pass it, we'll give it to Paulie . . . next time we have dinner. . . . He can cash it or spread it or do whatever." Official-1 then assured defendant COUGHLIN, in substance and in part, "Nobody watches, nobody hears, nobody sees. . . . Then, whatever you can do, . . . and then we'll just talk about the upcoming things. . . . We're trying to help him [CW] because he's helped us." Defendant COUGHLIN agreed to the corrupt arrangement, stating, "I'm on board." This meeting was recorded with the consent of CW and the undercover agents.

5. On or about May 19, 2004, defendant PAUL COUGHLIN again met with CW, Official-1, and two undercover agents. Defendant COUGHLIN told CW that he had "done cross-references" on CW,

including with a friend of defendant COUGHLIN's who CW had claimed to know well. According to defendant COUGHLIN, that friend initially stated that he did not know CW, "so now all the flags are going up, of course." Eventually, however, defendant's friend realized that defendant was referring to CW and vouched for him.

6. During the May 19 meeting, defendant COUGHLIN obtained from CW $3,000 in cash in an envelope, in exchange for securing for CW future municipal work in Hazlet, including the City Hall demolition project. CW and Official-1 told defendant COUGHLIN, in substance and in part, that CW would make another payment to defendant COUGHLIN after being awarded the demolition contract. As Official-1 explained, "You make that happen, and you'll be taken good care of." This meeting was consensually recorded with audio and video recording devices.