
UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA : CRIMINAL COMPLAINT
v. :
JOSEPH LASCALA, : Mag No. 12-3613 (MF)
a/k/a "Pepe,"
a/k/a "Ziggy,"
PATSY PIROZZI,
a/k/a "Uncle Patsy,"
JOHN M. BREHENEY,
a/k/a "Johnny Fugazi,"
a/k/a "Fu,"
ERIC PATTEN,
a/k/a "EP,"
FRANKLIN MILITELLO,
a/k/a "Frankie the Flea,"
a/k/a "The Fox,"
MARK A. SANZO,
ROBERT J. SCERBO,
a/k/a "Worm,"
WILLIAM A. BRUDER,
MICHAEL O'DONNELL,
SALVATORE TURCHIO,
JOSE GOTAY,
a/k/a "Joe,"
JOSEPH GRAZIANO,
DOMINICK J. BARONE,
a/k/a "Harpo," and
KEN BARAN

I, the undersigned complainant, being duly sworn, state the following is true and correct to the best of my knowledge and belief.

SEE ATTACHMENT A

I further state that I am a Special Agent, and that this complaint is based on the following facts:

SEE ATTACHMENT B

continued on the attached page and made a part hereof.



Mark D. Lufburrow, Special Agent
Federal Bureau of Investigation

Sworn to before me and subscribed in my presence,
on May 21, 2012, at Newark, New Jersey

HONORABLE MARK FALK
UNITED STATES MAGISTRATE JUDGE



Signature of Judicial Officer

ATTACHMENT A

Count One (Racketeering Conspiracy)

From in or around early 2008 and continuing thereafter through and including on or about the date of this Criminal Complaint, in Hudson County, in the District of New Jersey and elsewhere, defendants

JOSEPH LASCALA,
a/k/a "Pepe,"
a/k/a "Ziggy,"
PATSY PIROZZI,
a/k/a "Uncle Patsy,"
JOHN M. BREHENEY,
a/k/a "Johnny Fugazi,"
a/k/a "Fu,"
ERIC PATTEN,
a/k/a "EP,"
FRANKLIN MILITELLO,
a/k/a "Frankie the Flea,"
a/k/a "The Fox,"
MARK A. SANZO,
ROBERT J. SCERBO,
a/k/a "Worm,"
WILLIAM A. BRUDER,
MICHAEL O'DONNELL,
SALVATORE TURCHIO,
JOSE GOTAY,
JOSEPH GRAZIANO, and
DOMINICK J. BARONE, and
a/k/a "Harpo,"

being persons employed by and associated with the Genovese Crime Family of La Cosa Nostra, an enterprise that was engaged in, and the activities of which affected, interstate and foreign commerce, knowingly and intentionally conspired and agreed with each other and others to violate Title 18, United States Code, Section 1962(c), that is, to conduct and participate, directly and indirectly, in the conduct of the enterprise's affairs through a pattern of racketeering activity and through the collection of unlawful debt.

Pattern of Racketeering Activity

The pattern of racketeering activity, as that term is defined by Title 18, United States Code, Sections 1961(1) and 1961(5), through which the defendants, together with others,

agreed to conduct, and participate, directly and indirectly, in the conduct of the affairs of the enterprise consisted of multiple acts indictable under federal law, namely, Title 18, United States Code, Sections 659 (felonious theft from interstate shipment), 892 (making extortionate extensions of credit), 894 (collection of extensions of credit by extortionate means), 1084 (transmission of wagering information related to sports betting in interstate and foreign commerce), 1951 (extortion), 1955 (prohibition of illegal gambling businesses), 2314-2315 (relating to interstate transportation of stolen property). It was part of the conspiracy that each defendant agreed that a conspirator would commit at least two acts of racketeering activity in the conduct of the affairs of the enterprise.

Collection of Unlawful Debt

The collection of unlawful debt, as that term is defined by Title 18, United States Code, Section 1961(6), through which the defendants, together with others, agreed to conduct, and participate, directly and indirectly, in the conduct of the affairs of the enterprise consisted of the collection of multiple debts incurred and contracted in gambling activity which was in violation of the laws of the State of New Jersey, and which was incurred in connection with the business of gambling in violation of the laws of the State of New Jersey. It was part of the conspiracy that each defendant agreed that a conspirator would commit at least one collection of unlawful debt in the conduct of the affairs of the enterprise.

In violation of Title 18, United States Code, Section 1962(d).

Count Two (Transmission of Wagering Information)

From in or around early 2010 through in or around May 2010, in Hudson County, in the District of New Jersey and elsewhere, defendant KEN BARAN, being engaged in the business of sports betting and wagering, knowingly used and caused to be used a wire communication facility for the transmission in interstate and foreign commerce of bets and wagers on sporting events and contests, and information assisting in the placing of bets and wagers on sporting events and contests, and for the transmission of wire communications that entitled the recipient to receive money and credit as a result of bets and wagers, and for information assisting in the placing of bets and wagers, in violation of Title 18, United States Code, Section 1084 and Section 2.

ATTACHMENT B

I, Mark D. Lufburrow, am a Special Agent with the Federal Bureau of Investigation. I have knowledge of the facts set forth herein through my personal participation in this investigation and through oral and written reports from other federal agents or other law enforcement officers. Where statements of others are set forth herein, including statements that were intercepted or consensually recorded, these statements are related in substance and in part. Since this Criminal Complaint is being submitted for a limited purpose, I have not set forth every fact that I know or other law enforcement officers know concerning this investigation. I have only set forth those facts that I believe are sufficient to show probable cause exists to believe that the defendants have committed the offenses set forth in Attachment A. 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.

The Enterprise-Overview

1. At all times relevant to this Criminal Complaint:
 - a. The members and associates of the Genovese Crime Family of La Cosa Nostra constituted an "enterprise," as that term is defined by Title 18, United States Code, Section 1961(4), that is, a group of individuals associated in fact (hereinafter the "Genovese Crime Family" or the "Enterprise"). The Enterprise constituted an ongoing organization whose members functioned as a continuing unit for a common purpose of achieving the objectives of the Enterprise. The Genovese Crime Family engaged in, and its activities affected, interstate and foreign commerce, and the Enterprise operated in the District of New Jersey and elsewhere.
 - b. La Cosa Nostra operated through organized crime families, including the Genovese, Gambino, Luchese, Bonanno, and Colombo organized crime families.
 - c. The ruling body of the La Cosa Nostra, known as the "Commission," consisted of leaders from each of the organized crime families described in Paragraph 1b above of this Criminal Complaint. The Commission convened from time to time to decide issues affecting all of the crime families, such as rules governing crime family membership.
 - d. The Genovese Crime Family had a hierarchy and structure. The head of the Genovese Crime Family was known as the "boss." The Genovese Crime Family boss was assisted by an "underboss" and a counselor known as a "consigliere." Together,

the boss, underboss and consigliere were the crime family's "administration." With the assistance of the underboss and consigliere, the boss was responsible for, among other things, setting policy and resolving disputes within and among La Cosa Nostra crime families and other criminal groups. The administration further supervised, supported, protected and disciplined the lower ranking participants in the crime family. In return for their supervision and protection, the administration received part of the illegal earnings generated by the crime family. On occasion, the Genovese Crime Family was overseen by a "panel" of crime family members that did not include the boss, underboss and/or consigliere.

e. The Genovese Crime Family operated out of smaller groups, sometimes referred to as "crews," that operated in northern New Jersey and elsewhere. Each crew was headed by a "captain," "capo," or "skipper." Each captain's crew consisted of "soldiers" and "associates." The captain was responsible for supervising the criminal activities of his crew and providing the crew with support and protection. In return, the captain often received a share of the crew's earnings.

f. Many requirements existed before an associate could become a member of the Genovese Crime Family. The Commission of La Cosa Nostra from time to time limited the number of new members that could be added to a crime family. An associate was also required to be proposed for membership by an existing crime family member. When the crime family's administration considered the associate worthy of membership, the administration then circulated the proposed associate's name on a list given to other La Cosa Nostra crime families, which the other crime families reviewed and either approved or disapproved. Unless there was an objection to the associate's membership, the crime family then "inducted," or "straightened out," the associate as a member of the crime family in a secret ceremony. During the ceremony, the associate, among other things: swore allegiance for life to the crime family above all else, even the associate's own family; swore, on penalty of death, never to reveal the crime family's existence, criminal activities and other secrets; and swore to follow all orders issued by the crime family boss, including swearing to commit murder if the boss directed it..

g. At various times, members and associates of La Cosa Nostra conduct "sit downs," which are meetings used to mediate and settle disputes.

Methods and Means of the Enterprise

2. The principal purpose of the Genovese Crime Family was to generate money for its members and associates. This purpose was implemented by members and associates of the Genovese Crime Family through various criminal activities, including but not limited to the theft of goods and cargo, the receipt of stolen property in interstate commerce, extortion, illegal gambling, and the collection of unlawful debt.

The Defendants and other Entities

3. At all times relevant to this Criminal Complaint:

a. Defendant JOSEPH LASCALA, a/k/a "Pepe," a/k/a "Ziggy," (hereinafter "LASCALA"), was a "capo" and a made member of the Genovese Crime Family of La Cosa Nostra. Defendant LASCALA was in charge of and directed the various criminal activities of a group of associates or crew of the Genovese Crime Family (hereinafter the "LasScala Crew"), which activities included the theft of goods and cargo, the receipt of stolen property in interstate commerce, extortion, illegal gambling, and the collection of unlawful debt.

b. A website (hereinafter the "Website") was used by members and associates of the LasScala Crew to profit through their operation of an illegal gambling business that operated in northern New Jersey and elsewhere. As described below, the Website was maintained in Costa Rica and, at times, referred to as the "office." As described herein, the LasScala Crew conspired and agreed with individuals who operated and directed the activities of the Website to profit through the use of the Website to conduct an illegal gambling business in New Jersey and elsewhere.

c. Defendant PATSY PIROZZI, a/k/a "Uncle Patsy," (hereinafter "PIROZZI") was an associate of the Genovese Crime Family and a member of the LasScala Crew. Defendant PIROZZI reported directly to defendant LASCALA and was his "right-hand man." Defendant PIROZZI assisted defendant LASCALA in carrying out the crew's racketeering activities, including illegal gambling business conducted through the Website and other illegal gambling rackets, the collection of unlawful debt, and theft.

d. Defendant JOHN M. BREHENEY, a/k/a "Johnny Fugazi," a/k/a "Fu," (hereinafter "BREHENEY") was an associate of the Genovese Crime Family and a member of the Lascala Crew. Defendant BREHENEY assisted defendant LASCALA in carrying out the crew's racketeering activities, including conducting an illegal gambling business through the Website and other illegal gambling rackets and the collection of unlawful debt. Defendant BREHENEY was, at various times, an agent and sub-agent of the illegal gambling business that was operated through the Website.

e. Defendant ERIC PATTEN, a/k/a "EP," (hereinafter "PATTEN") was an associate of the Genovese Crime Family and a member of the Lascala Crew. Defendant PATTEN reported directly to defendant BREHENEY and assisted defendant BREHENEY in carrying out the crew's racketeering activities, including the illegal gambling business conducted through the Website and other illegal gambling rackets. Defendant PATTEN was a sub-agent of the illegal gambling business that was operated through the Website and under defendant BREHENEY.

f. Defendant FRANKLIN MILITELLO, a/k/a "Frankie the Flea," (hereinafter "MILITELLO") was an individual who collected and delivered money, representing the proceeds derived from the illegal gambling conducted through the Website, from members of the Lascala Crew to individuals who operated and controlled the Website or "office."

g. Defendant MARK A. SANZO (hereinafter "SANZO") was an associate of the Genovese Crime Family and a member of the Lascala Crew. Defendant SANZO assisted defendant LASCALA in carrying out the crew's racketeering activities, including the illegal gambling business conducted through the Website and the collection of unlawful debt, as described below. Defendant SANZO was, at various times, an agent and sub-agent of the illegal gambling business that was operated through the Website.

h. Defendant ROBERT J. SCERBO, a/k/a "Worm," (hereinafter "SCERBO") was an associate of the Genovese Crime Family and a member of the Lascala Crew. Defendant SCERBO reported directly to defendant SANZO and assisted defendant SANZO in carrying out the crew's racketeering activities, including the illegal gambling business that was operated through the Website and the collection of unlawful debt.

i. Defendant WILLIAM A. BRUDER (hereinafter "BRUDER") was an associate of the Genovese Crime Family and a member of the Lascala Crew. Defendant BRUDER reported directly to defendant SANZO and assisted defendant SANZO in carrying out the crew's

racketeering activities, including illegal gambling through the Website and the collection of unlawful debt.

j. Defendant MICHAEL O'DONNELL (hereinafter "O'DONNELL") was an associate of the Genovese Crime Family and a member of the Lascala Crew who assisted in carrying out the crew's racketeering activities, including the illegal gambling business that was conducted through the Website.

k. Defendant SALVATORE TURCHIO (hereinafter "TURCHIO") was an associate of the Genovese Crime Family and a member of the Lascala Crew who assisted in carrying out the crew's racketeering activities, including the illegal gambling business that was conducted through the Website.

l. Defendant JOSE GOTAY, a/k/a "Joe," (hereinafter "GOTAY") owned a warehouse in Jersey City, New Jersey that he and members of the Lascala Crew used to store and distribute stolen goods.

m. Defendant JOSEPH GRAZIANO (hereinafter "GRAZIANO") had an interest in the Website.

n. Defendant DOMINICK J. BARONE, a/k/a "Harpo," (hereinafter "BARONE") was employed by and acted as an agent for the Website and collected money from members of the Lascala Crew derived through their illegal gambling business that was conducted through the Website.

o. M.H., an individual not named as a defendant herein, was a co-conspirator and an associate of defendant BREHENY (hereinafter Co-Conspirator M.H.).

p. J.I., an individual not named as a defendant herein, was a co-conspirator who owned a store in Jersey City, New Jersey (hereinafter "Co-Conspirator J.I.").

q. An individual (hereinafter "Individual One") who is known to Your Affiant has cooperated with law enforcement.

r. An individual (hereinafter "Individual Two") who is known to Your Affiant has cooperated with law enforcement.

s. An individual (hereinafter "Individual Three") who is known to Your Affiant has cooperated with law enforcement.

t. An individual (hereinafter "Individual Four") who is known to Your Affiant has cooperated with law enforcement.

u. An individual (hereinafter "Individual Five") who is known to Your Affiant has cooperated with law enforcement.

v. An individual (hereinafter "Individual Six") who is known to Your Affiant has cooperated with law enforcement.

w. An individual (hereinafter "Individual Seven") who is known to Your Affiant has cooperated with law enforcement.

x. An individual (hereinafter "Individual Eight") who is known to Your Affiant has cooperated with law enforcement.

Overview of Racketeering Enterprise

4. Individual Two has been interviewed by federal agents. According to Individual Two, defendant BREHENEY was an associate of defendant LASCALA, and defendant BREHENEY "kicked up" money derived through racketeering activities, such as illegal gambling, to defendant LASCALA. In exchange, according to Individual Two, defendant LASCALA gave defendant BREHENEY protection on the streets. Your Affiant knows that individuals, such as defendant BREHENEY, who are associates of made-members of La Cosa Nostra, such as defendant LASCALA, attain status among other members and associates of organized crime and are afforded protection for their criminal activities. According to Individual Two, defendant BREHENEY is an associate of defendant LASCALA and has been an associate of defendant LASCALA for at least ten years. According to Individual Two, at various times, he/she collected payments on behalf of defendant BREHENEY from delinquent bettors and, at times, Individual Two used force to collect these gambling debts. On one occasion, after assaulting a delinquent bettor at defendant BREHENEY's direction, Individual Two reported that defendant LASCALA commended Individual Two for his/her actions in beating the delinquent bettor. In addition, according to Individual Two, defendant SANZO operated a sports betting package through the Website, and defendant SANZO is associated with defendant LASCALA. Individual Two also reported that defendants SCERBO and BRUDER are associates of defendant SANZO. Finally, according to Individual Two, the Website is an on-line gambling website run out of Costa Rica that is operated by defendants GRAZIANO and BARONE. Individual Two has made consensually recorded conversations with members of the Lascala Crew, as set forth below.

5. Individual Three has been interviewed by federal agents. According to Individual Three, defendant LASCALA is a made-member of the Genovese Crime Family. According to Individual Three, in defendant LASCALA's presence, defendant

LASCALA was introduced to Individual Three as the "godfather of New Jersey." According to Individual Three, from time to time, he/she has paid "tribute" to defendant LASCALA to avoid disputes while Individual Three was committing crimes in Hudson County, New Jersey. Furthermore, according to Individual Three, he/she has collected "shy loans" and gambling debts on behalf of others, and Individual Three has acknowledged using violence and threats of violence to collect these debts. According to Individual Three, on occasion, defendant LASCALA asked Individual Three to collect debts on defendant LASCALA's behalf. According to Individual Three, he/she attended a "sit down" with defendant LASCALA concerning a dispute with defendant BREHENEY. Individual Three reported that defendant LASCALA told defendant BREHENEY that Individual Three "was a friend of mine [defendant LASCALA]." According to Individual Three, defendant SANZO reported to and was with defendant LASCALA. Individual Three has made consensually recorded conversations with members of the Lascala Crew, as set forth below.

6. Individual Five has been interviewed by federal agents. According to Individual Five, he/she has spoken with Co-Conspirator M.H. According to Individual Five, Co-Conspirator M.H. stated that he (Co-Conspirator M.H.) reported to defendant BREHENEY, that defendant BREHENEY was a "mobster" but did not have a "button," and that defendant BREHENEY worked for defendant LASCALA. According to Individual Five, Co-Conspirator M.H. stated that defendant LASCALA is a made member of La Cosa Nostra. According to Individual Five, defendant BREHENEY operates a gambling package through the Website, and the Website is run out of Costa Rica. According to Individual Five, Co-Conspirator M.H. stated he (Co-Conspirator M.H.) was "under" defendant BREHENEY and was protected by defendant BREHENEY.

7. Individual Eight has been interviewed by federal agents. According to Individual Eight, he/she has spoken with Co-Conspirator M.H. According to Individual Eight, Co-Conspirator M.H. stated that he is one of defendant BREHENEY's "boys," and defendant BREHENEY associates with "made members" of the Mafia. According to Individual Eight, he/she placed bets through the Website on sporting events and Co-Conspirator M.H. was Individual Eight's sub-agent and defendant BREHENEY was the agent. Individual Eight reported that Co-Conspirator M.H. tracked Individual Eight's bets and collected money from Individual Eight when he/she lost. According to Individual Eight, Co-Conspirator M.H. stated that defendant BREHENEY is associated with defendant LASCALA and that defendant LASCALA is a made member of the Mafia.

Overview of the Website

8. Members and associates of the Lascala Crew and others, together with individuals that own and operate the Website, used the Website to profit through an illegal gambling business that operated in northern New Jersey and elsewhere. The illegal gambling business operated in the following manner:

a. High-level associates of the Lascala Crew, as identified below, acted as "agents" of an illegal gambling business that was operated through the Website. Before the advent of computerized betting, these agents would be referred to as "bookmakers" or "bookies." Through the use of a username and password, the agents accessed the Website and tracked the bets or wagers placed by their bettors. This "electronic portfolio" was referred to as the agent's "package." The agent also had the ability, through the Website, to create packages for sub-agents. Sub-agents, who also were members or associates of the Lascala Crew, operated under the agent, maintained their own bettors, had access to the Website related to their package, and were required to share their profits with the agent and ultimately, defendant LASCALA. Accordingly, an agent could have several sub-agents under him.

b. Before the bettor could place any bets or wagers, he or she first received a username and password from the agent or sub-agent. The username and password permitted the bettor to place bets. The bettor, however, did not use a credit card to access the Website, pay gambling losses, or receive gambling winnings. The bettor usually was assigned or chose a player name. The agent or sub-agent also established a limit for each bettor, that is, the amount of money in wagers the bettor could place. The bettor placed his or her bets through the Website (using the assigned user name and password) or over the telephone (again using the assigned user name and password).

c. The Website was maintained in Costa Rica and referred to as the "office." Generally, individuals involved in illegal gambling referred to the "office" as the location where wagers are accepted and records of bettors' winnings and losses are maintained. Although the Website was maintained in Costa Rica, the bettors either paid money for losses or received money for winnings from the agent, his sub-agent, or their co-conspirators in New Jersey. If a bettor was unable or unwilling to repay gambling losses, then the agent or sub-agent converted these losses in debts that the bettor was required to repay. In addition, the agent or sub-agent often tacked exorbitant amounts of interest onto these debts, and they used

extortionate means to collect these debts, including the express or veiled threat that the agent, sub-agent, or their co-conspirators had the backing of the Genovese Crime Family.

d. After the agent obtained money, usually in the form of cash, from his sub-agents or directly from the bettors, the agent kept a portion of the cash for himself and then distributed the remainder of the money, through intermediaries, to others, including members and associates of the Lascala Crew and the individuals who owned and maintained the Website.

e. The Lascala Crew, in confederation with the Website, directed, coached, assisted, and caused bettors, located in New Jersey and elsewhere, to place wagers on sporting events and contests, such as football.

9. At various times relevant to this Criminal Complaint, members of the Lascala Crew, including defendants SANZO, SCERBO, BRUDER, PIROZZI, BREHENY, PATTEN, O'DONNELL, and others were agents or sub-agents of the Website or other Internet-based websites that facilitated illegal gambling business in interstate and foreign commerce. These individuals, and their co-conspirators, had bettors who placed wagers on various sporting events, such as professional and collegiate football, baseball, and basketball. These bettors first obtained access to the Website from the agents, their sub-agents, or their co-conspirators. For each new bettor given access to the Website, the agents or sub-agents was required to pay a fee to the Website for such access to the site. In addition, the individuals who controlled or had an interest in the Website received a percentage of the bettors' losses from the agents, sub-agents, or their co-conspirators. Defendant BARONE acted as the intermediary between members of the Lascala Crew and the Website, including defendant GRAZIANO.

10. On or about April 19, 2002, defendant GRAZIANO met with Individual Six. During this consensually recorded meeting, the following conversation ensued, in substance and in part:

GRAZIANO: You're in the wrong business now, you know? You should be in the sports business. . . . They're gonna build it up to, like, fucking no end.

* * * *

GRAZIANO:

. . . . I call the kid up. In the office down there, I'm really proud of him. I mean, he has 50 phones in his fucking place. . . . And, it's nice, it's like an auction. . . . [T]he people that I . . . they're going to look at new software because the software that I use for each phone, I pay like \$155 for each phone. I got 49 phones and I gotta pay that every month, the software I'm saving money. . . . I know the numbers and I get to work with sports. . . . I got one [bettor] who bets ten thousand He wires the money too when he [owes]. . . . I mean, it's just like difficult for, like, somebody to comprehend that the thing is down there. That's where it's gotta be. You can never operate in New York. You can never [in the jurisdiction of the United States] pay to help, like, the people that work for you. I got 49 people, so my payroll . . . these kids get two thousand each. I give this kid two thousand and the other kid two thousand a week. Plus I give them a percentage of three percent . . . what's three percent if I won one hundred thousand? If at the end of the year I can make two million and I gotta give away, like four or five hundred thousand, fuck, that's a million and a half, you know. . . . My money.

* * * *

GRAZIANO:

Yeah, Santa Domingo [Dominic Republic], we've got lawyers that pay, uh, the cost of making people work for me. . . . I pay a percentage of their salary to the government. . . . It's all legitimate I mean, the United States could go down there and stop it, you understand? I'm on, I run a website. I put my thing on the website, and you can bet on the website with me. So, I had a website built down there.

* * * *

GRAZIANO: We got it down, I got an 888 number and actually an 888 number is toll free. . .

* * * *

GRAZIANO: Sometimes I put the money in the bushes. You know, you got money in the bag. If the kid gives me money, I gotta put it in fucking people's houses. . . . I don't pay no fucking income tax. I mean, I wish I had done it all my life.

11. Individual Seven has been interviewed by federal agents. According to Individual Seven, he/she has known defendant BARONE for approximately ten years. According to Individual Seven, he/she placed bets through the Website and received a username and password to place such bets from defendant BARONE. Thereafter, Individual Seven became a sub-agent for defendant BARONE. Individual Seven had various bettors who placed bets, on sporting events, through Individual Seven's package with the Website, which Individual Seven reported was located in Costa Rica. According to Individual Seven, he/she obtained the usernames and passwords for his/her bettors from defendant BARONE. According to Individual Seven, over the course of approximately ten years, he/she estimates that he/she has paid defendant BARONE approximately \$300,000 in gambling debts. According to Individual Seven, he/she paid defendant BARONE approximately \$10,000 in cash in 2009, which money represented the proceeds of the illegal gambling business conducted through the Website. This meeting was consensually recorded and surveilled by law enforcement.

Defendants SANZO and SCERBO

Individual One

12. In or about mid-2008, Individual One advised law enforcement that he/she had placed bets through the Website after obtaining a username and password from defendant SANZO. According to Individual One, he/she had paid gambling losses to defendant SCERBO, and defendant SCERBO is Individual One's "bookie." According to Individual One, at the time, he/she owed defendants SANZO and SCERBO approximately \$40,000 in gambling losses, was unable to pay these gambling losses, and feared for

his/her well-being. Individual One also reported that he/she believed delinquent bettors in the past had been subjected to physical harm, and Individual One further believed that the illegal gambling business that he/she had placed bets through was operated by organized crime. Individual One also reported that he/she believed that defendant SCERBO reported to defendant SANZO.

13. According to Individual One, in or around mid-2008, Individual One falsely told defendant SCERBO that a co-worker (hereinafter the "Co-Worker") was responsible for the gambling debt, and that Individual One had allowed the Co-Worker to place bets through Individual One's Website account. Your Affiant knows that gamblers often blame fictitious third parties for their gambling losses to protect themselves from collectors.

14. According to records from a financial institution, on or about March 11, 2008, Individual One issued a check, in the amount of \$4,163, payable to defendant SCERBO. According to Individual One, this check represented payment to defendants SANZO and SCERBO for Individual One's gambling debt.

15. According to records from a financial institution, on or about March 19, 2008, Individual One issued a check, in the amount of \$5,025, payable to defendant SCERBO. According to Individual One, this check represented payment to defendants SANZO and SCERBO for Individual One's gambling debt.

16. According to records from a financial institution, on or about July 14, 2008, Individual One issued a check, in the amount of \$6,000, payable to defendant SCERBO. According to Individual One, this check represented payment to defendants SANZO and SCERBO for Individual One's gambling debt.

17. On or about July 21, 2008, defendant SCERBO, driving a black 2007 BMW leased to him, arrived at a location in Bayonne, New Jersey and met Individual One. During this consensually recorded meeting, Individual One stated, in sum and in substance, that Co-Worker was responsible for the gambling losses. Defendant SCERBO asked if the Co-Worker was "good for" the money owed for the gambling losses, and Individual One replied that the Co-Worker is "jammed up now . . . he gave me a couple of hundred dollars and that was it." Later during the conversation, Individual One acknowledged that he/she was responsible for Co-Worker's purported gambling debt, stating, "It's on me . . . I know it's a chunk. . . ." Thereafter, defendant SCERBO asked several questions about the Co-Worker, including where he lived, where he worked, his age, and how long Individual One had known

the Co-Worker. Later during the conversation, Individual One asked if "the other guy, Mark" [whom Your Affiant believes is a reference to defendant SANZO] has to pay the 'office,'" and defendant SCERBO replied, "Of course he does."

18. According to records from a financial institution, on or about August 13, 2008, Individual One issued a check, in the amount of \$1,000, payable to defendant SCERBO. According to Individual One, this check represented payment to defendants SANZO and SCERBO of Individual One's gambling debt.

19. On or about August 28, 2008, Individual One met defendant SCERBO at a location in Bayonne, New Jersey. During this consensually recorded meeting, defendant SCERBO asked if Individual One had spoken to the Co-Worker. Defendant SCERBO asked, "What does he think our relationship is?" Individual One replied that the Co-Worker knows that "you're just the guy I was betting with." Defendant SCERBO stated, "I'm gonna tell him I'm, I'm doing this on behalf of you to collect your money . . . so what is his balance with you so we're on the same page with this?" Individual One then asked, "What's my balance with you?," and defendant SCERBO replied, "46,073." Individual One stated that the Co-Worker was responsible for most of that balance, and defendant SCERBO stated, "Most of it? But I want to make sure if I go . . . so I'm gonna tell him your balance is 46,073." Defendant SCERBO then added:

I'm gonna tell him [the Co-Worker] that . . . you put this money out of your pocket, your flipping out, blah, blah, blah, I'm gonna collect this for you because you don't have time . . . Now this is for you! Now, now, me and you now, you, you gotta get me some money dude. . . I mean [laughs] , this is fuckin', I couldn't enjoy my [vacation], every night I'm fuckin' thinking of this. I mean you gotta, you gotta get me a chunk of money or something. . . . Next week you at least gotta come up with a plan how you're gonna pay this. . . . I put this out of my fuckin' pocket, this is fuckin' killing me here. . . . He [defendant SANZO] had to pay them [the office]. What am I gonna fuckin' do? . . . He [defendant SANZO] don't even know this, I'm embarrassed to even fuckin' tell him this. . . . If I told him [defendant SANZO] this, he'd think I'm out of my fuckin' mind. . . . I'm gonna tell this dude [the Co-Worker] that he has to come up with a chunk . . . he's gotta come with a big chunk. . . . He's married [the Co-Worker]? . . . You have his home number . . . because I'm gonna tell him, tell him . . . if I have to

come to his job, come to his house, that's what I'm gonna do. . . . What I would like you to give me is a nice chunk and then every week you can pay it off or whatever . . . This fuckin' \$45,000 out of my fuckin' pocket is fuckin' nuts.

20. On or about September 6, 2008, a law enforcement officer, acting in an undercover capacity and representing himself to be the Co-Worker (hereinafter the "First Undercover Officer"), met defendant SCERBO. During this consensually recorded meeting, defendant SCERBO told the First Undercover Officer to remember three things:

Number one, . . . I'm not gonna repeat this again, whenever I talk to you on the phone, . . . just don't talk about sports or gambling, OK? . . . Number two, whenever I meet you meet, just come alone, OK? . . . And number three, make no mistake about it, you're gonna pay [Individual One] back. That's all I'm saying, just those three things. . . . So we gotta figure out is a way because you put [Individual One] in a bad spot. . . . [Individual One] had to put a lot of cash out of his own pocket [Individual One] put a big chunk out of his own and [Individual One] is still paying off the balance.

Later during the conversation, defendant SCERBO stated that the office was big, was real, and was located overseas, noting, "You were on-line. You see the fuckin' thing." Later, defendant SCERBO stated he would call the First Undercover Officer every four or five weeks to collect money related to the gambling debt. Defendant SCERBO directed the First Undercover Officer to put aside \$100 a week toward repayment of the gambling debt. Later during this conversation, defendant SCERBO remarked, "you got jammed up, whatta you gonna do? Shit happens. . . . That's the problem with the Internet, it's fuckin' easy to do."

21. On or about September 7, 2008, Individual One met defendant SCERBO at a location in Bayonne, New Jersey. During this consensually recorded conversation, defendant SCERBO described his meeting with the First Undercover Officer from the day before. Defendant SCERBO stated that he had a conversation with defendant SANZO concerning Individual One's gambling debt: "I squared it away with Mark [defendant SANZO]. . . . He's gotta pay his fuckin' guys. . . . It was all my fuckin' money. He don't know what's going on. . . . It ain't his business, and it ain't his headache. . . ." Individual One then responded, "I thought this was your and his [defendant SANZO's] office."

Defendant SCERBO replied: "Oh, it's his [defendant SANZO] office, yeah, yeah. But I paid him. I paid him That's my fuckin' guys [the bettors in defendant SCERBO's gambling package]. . . . This is the office in the Costa LaRica [sic], the Dominic Republic, whatever it is. . . . That's when they went online to the new wager place." Later during the conversion, defendant SCERBO stated he followed the First Undercover Officer, obtained his driver's license, and will find out where he lives.

22. On or about October 3, 2008, Individual One met defendant SCERBO at a location in Bayonne, New Jersey. During this consensually recorded meeting and as directed by law enforcement, Individual One stated that he/she had spoken with the Co-Worker, and the Co-Worker told Individual One to stop calling. In addition, again as part of the covert investigation, Individual One stated that he/she had learned from another source that the Co-Worker had won approximately \$8,000 or \$9,000 by gambling. Defendant SCERBO stated, "Really? That's interesting. Alright, I'll bring that up with him [the Co-Worker]." Defendant SCERBO stated he would call the Co-Worker. Thereafter, SCERBO asked Individual One, "OK, anything else?," and Individual One responded, "I got a couple hundred dollars, that's it. I can't get, put my hands on any cash." Defendant SCERBO then stated the following, in substance and in part:

I'm outta my fuckin' 40 thousand fuckin' dollars
. Now I gotta make a scene out of this. You're leaving me no choice. You realize this. You're leaving me no choice with this. You know, you want nobody to find out, now I gotta make a stink out of it. And I gotta be honest with you, if I gotta start going to your job, that's what I gotta start doing. If I gotta start going to work, that's what I gotta start doing. I ain't losing forty thousand dollars on this fuckin' thing. Your fuckin' responsible for this
[Individual One: "I'm jammed up now."]. You're jammed up? I'm fuckin, how do I get fuckin' money now to fuckin' pay people for everything else now?
[Individual One: "I gave you ten, ten out of my pocket from the last time I can't come up with no more cash."]. . . . What do I do now? What do I fuckin' do now? What do I fuckin' tell him [defendant SANZO] now? What do I fuckin' tell him [defendant SANZO]? . . .
. . . We said . . . you were gonna try to get fuckin' me a nice chunk and at least try to fuckin' help me out with this. I'm 40 fuckin' thousand dollars out of my fuckin' pocket. Now I gotta make a fuckin' incident. Now I gotta talk with him [defendant SANZO], and now I

gotta make an incident out of this. I, I got no choice. You're leaving me no choice with this. Honestly, if I gotta start sending people to your job, that's what I'm gonna do. I'll go to the job. I'll start yelling at your job. I don't give a fuck.

* * * *

I gotta be [honest] with you. This is, could cause a problem. I gotta be honest with you 'cause . . . I'm seeing him [defendant SANZO] tonight. . . . I'm suppose to give him [defendant SANZO] a chunk of cash tonight, and now I don't fuckin' have it. I gotta tell him [defendant SANZO]. He doesn't even know a thing about this. And I'm gonna fuckin' tell him [defendant SANZO]. And honestly, if I gotta pay someone to go collect, then that's what I'm gonna do it. And if I gotta call your job, I hate to tell you this my friend, I gotta do this. And I'm gonna call your job thirty times a day, I'm gonna do it and I'm gonna [go to your job] and I'm gonna fuckin' cause a scene. I'll start screaming. I don't give a fuck. . . . I shouldn't be out of my pocket a fuckin' dime for this. . . .

* * * *

I don't want this thing to get ugly, but I, you may not give me a choice with this. . . .

* * * *

Now I gotta tell him [defendant SANZO] tonight. And he's gonna ask me, 'What's going on?' I gotta fuckin' tell'em. You know, and it ain't his fuckin' headache. That's why I didn't want to get him involved 'cause it's my fuckin' headache. Because I was responsible to him. I fuckin' pay him [defendant SANZO] because it was my fuckin' board [defendant SCERBO's gambling package as an agent or sub-agent]. You know, I mean, this is how this shit works. . . . He's [defendant SANZO] gonna tell these people [the people above defendant SANZO] 'I ain't got it'? They ain't gonna fuckin' listen to his shit. That's when its gets really serious with them.

* * * *

[After stating the he would have to tell defendant SANZO about Individual One's gambling debt later that day], he's gonna ask me whatta you wanna do? And I'm gonna say now, well, we're working on it. But I'm gonna get to a point, where I'm gonna tell him, if I need someone to go collect, that's what I'm gonna fuckin' do. . . .

23. On or about October 9, 2008, the First Undercover Officer met defendant SCERBO at a diner in northern, New Jersey. Before this meeting, Individual One had told defendant SCERBO, as set forth above, that the Co-Worker (i.e., the First Undercover Officer) had been placing bets through another "bookie," and had won money. During this consensually recorded meeting, the First Undercover stated that he had used Individual One's account to place wagers and "went overboard," but Individual One let him use the account. Defendant SCERBO stated that Individual One had erred because he/she had one name [a user name for placing bets through the Website] with a high limit, and Individual One allowed other individuals to use his/her username. Defendant SCERBO added, "[Individual One] didn't think about one person going crazy." Later during the conversation, defendant SCERBO stated the following, in substance and in part:

There is, there is one issue I gotta bring up with you, alright. And don't take me for an idiot on this. But I'll, I'll be straight up on you. I've been asking around, and, and, I know a lot of people run in circles and somebody who I, is a reliable source told me that you're bettin' again and you made a big hit a couple of week ago, and I believe this guy, and he basically knows for a fact that this is happening. [First Undercover Officer: Where'd you hear that?]. I can't tell you where I heard it from but somebody told me this 'cause I was asking around, you know Now, you're trying to play catch up, whatever, but, you see, that's a problem if that happens, because now the issue is, well, if you bet with somebody else, then you must have the money to pay them, or, you know, you're gonna get yourself deeper and deeper You made a nice hit, you won a chunk, a chunk of change. . . . This changes the whole context of the whole thing, you follow what I'm saying? Because now it's like, well, now you're saying [lowering his voice] you can only afford to give him [Individual One] \$100 a week, right? But, now you're betting, and you won 2,000 or whatever the hell it was. I mean, something doesn't make sense here. . . . Believe me, it's a vicious circle, dude,

and that's gonna result in you getting into a lot more friggin' deeper shit because I'm telling you it's gonna catch up with you big time, sooner or later, if you keep doing that.

* * * *

What, what would have happened if, if you lost with them [the other "bookie]? Would you have the money to pay 'em? . . . And, and, you know, if you did, then, you gotta take care of what's first, first [Your Affiant believes that defendant SCERBO was stating that if the First Undercover had money to gamble with another "bookie," then he should have first paid his gambling debt to Individual One, which, in truth and in fact, was a gambling debt owed to defendants SANZO and SCERBO]. . . . And dude, just let me, let me give you some advice. I've been in your shoes. And this, that's when it starts, things start getting really bad because you start . . . gambling to try to make up for other shit, and I'm telling you, sooner or later, it's gonna end up, and then you're gonna deal with someone who ain't gonna take it fuckin' lightly. . . .

* * * *

Thereafter, the First Undercover stated that he had won \$6,900 by gambling on football with another "bookie" but then went to Atlantic City, New Jersey and lost it all. Defendant SCERBO then stated, "I've been in your shoes. And I did the same fucking thing. . . . I got caught up with three or four different offices and then shit got very serious with me on one. . . . Eventually it gets fuckin' ugly. I'm just giving you a piece of advice." Defendant SCERBO then stated if the First Undercover had money to bet, then he could pay Individual One more than \$100 a week. The First Undercover stated that he believed he could continue to place bets and win money because he had "good luck." In response, defendant SCERBO stated: "If you had good luck, I wouldn't be here with you [laughs], I mean, I got news for you, I wouldn't be here with you. . . ." Later during the conversation, defendant SCERBO stated that "years ago, before this shit was computerized [he would place bets in amounts over his income] and you think now with the computers, that, because they can put limits on, and this way no one can get out of hand, theoretically. . . . But when push comes to shove, you're the one that's ultimately responsible [for the gambling debt]." Later during the conversation, defendant SCERBO told the First Undercover that if he came up with \$10,000, then Individual One

would take \$1,200 or \$1,300 off the gambling debt; however, defendant SCERBO stressed that it would be Individual One's call. Later during the conversation, the First Undercover stated he was not worried about Individual One. In response, defendant SCERBO stated the following:

I can tell you, you say you're not worried about him, I can tell his brother, alright, and I'm not bullshitting you . . . his brother's wife's father is, is a big time guy [Your Affiant believes defendant SCERBO reference to a "big time guy" is a reference to an individual connected to, associated with, or having the backing of La Cosa Nostra], and I'm not bullshitting you. He actually just got out of the fuckin' can [prison]. That's the last thing the [Individual One] would ever do is go that route His brother's wife's father, alright, is hooked-up big time. . . . He [Individual One] would never go that route. . . but he just wants his fuckin' money back.

Thereafter, the First Undercover handed defendant SCERBO \$100 in cash under the table. When defendant SCERBO learned that he had only received \$100, he stated that Individual One was going to "flip," or words to that effect.

24. On or about October 17, 2008, defendant SCERBO called a family member of Individual One.

25. On or about October 18, 2008, Individual One met defendant SCERBO at a location in Bayonne, New Jersey. During this consensually recorded meeting, defendant SCERBO discussed his meeting with First Undercover Officer on October 9, 2008. After defendant SCERBO acknowledged that he told the First Undercover Officer that Individual One had connections to organized crime, Individual One stated, "He's afraid of me. He's afraid that I'm gonna send somebody to collect the money." Defendant SCERBO replied, "Well, it may have to come to that, I hate to tell you this. It may have to come to that. If that's the fuckin' only . . . way your gonna get it." Individual One then asked, "Now when you met Sanzo last week, what did he say?" Defendant SCERBO replied that he had not told defendant SANZO. Thereafter, Individual One asked defendant SCERBO why he had called Individual One's family member the day before. Defendant SCERBO stated, "This is what I did. I'm gonna get your home number now. . . . The purpose of that . . . was to show you, alright, now I have the home number and if that's route I gotta go to start bothering you at home that's what I'm gonna do." Later during the conversation, defendant SCERBO stated that he

had received approximately \$100 from the First Undercover Officer and stated, "It's \$100 more than you've given me."

26. On or about January 12, 2009, Individual One met defendant SANZO in Bayonne, New Jersey. During this consensually recorded conversation, defendant SANZO stated the following, in substance and in part:

Listen, I'm glad you and Worm [defendant SCERBO] worked that out. I don't want headaches, and you don't need headaches. I mean, I always thought, I never brought it up in front of you. . . . I don't want people up my ass about craziness. I just happened to ask him [defendant SCERBO]. I asked how you were doing. He [defendant SCERBO] goes, 'You know, it's funny you should ask that.' I said, "What's the matter?" Because I thought, he [defendant SCERBO] never said a fucking word to me. And then he came, then he came, I asked, I said, "What's going on here?" And I was under the assumption. . . . [Individual One: "It turned into a big headache."]. . . . Not for nothing, you can't, can't let people have their way, meaning, like, give this guy [the Co-Worker] cart blanche, you can never do that, I mean, even if it's a close relative, I mean, and nobody's ever had cart blanche with me. You go away, he goes away, somebody takes advantage of that situation, nobody's keeping an eye on the ranch, God for, You gave a guy [the Co-Worker] your personnel thing [user name and password to place bets through the Website]. This guy is no good. He's not honorable, from what I heard . . . I spoke to Bobby [defendant SCERBO]. He explained, I said, 'listen Bobby, talk to him. . . . I'm fifty years old, I don't need this garbage. So, I said, please try to work with him. . . .' He [defendant SCERBO] said, 'Mark, If I see it the way he [Individual One] sees it, he's trying to work with this thing.' So Bobby [defendant SCERBO] said, 'He'll [Individual One] take a hit, whatever he's gotta take.' As long as it works out between everybody, I'm happy about it. That's all I give a shit about.

27. In or around April 2009, defendant SCERBO obtained a mortgage interest in Individual One's real estate property, in the approximate amount of \$21,500, as repayment of the gambling debt. To conceal the true nature of the mortgage, defendant SCERBO gave Individual One approximately \$21,500. According to records from a financial institution, on or about May 9, 2009,

defendant SCERBO issued a check in the approximate amount of \$20,000 payable to Individual One. Individual One deposited the funds into his/her account but gave the money back to defendant SCERBO to create the illusion that defendant SCERBO had loaned Individual One approximately \$21,500.

Individual Four

28. According to Individual Four, he/she started placing bets with defendant O'DONNELL from in or around 1999 through 2000 and accrued a \$7,000 to \$8,000 gambling debt with defendant O'DONNELL. Thereafter, according to Individual Four, he/she met defendant O'DONNELL, who told Individual Four "we know who you are this is what you owe now, do the right thing," or words to that effect. According to Individual Four, in or around 2000, he/she contacted defendant SANZO to mediate the debt between Individual Four and defendant O'DONNELL. According to Individual Four, defendant SANZO stated that defendant O'DONNELL was a "local guy" who answered to defendant LASCALA. Individual Four reported that he/she grew up in Hudson County, New Jersey and understood that defendant LASCALA was in the "mafia" and a "big guy" in Bayonne, New Jersey, and defendant O'DONNELL was part of defendant LASCALA's crew. Furthermore, according to Individual Four, he/she understood defendant SANZO to be in the "mafia." According to Individual Four, defendant SANZO had a "sit down" with defendant O'DONNELL and, as a result of this "sit down," a payment plan was agreed to whereby Individual Four would pay the debt in one year with no interest or "vig" points.

29. According to Individual Four, in or around 2001 and 2002, he/she began to place bets on sporting events through defendant SANZO. According to Individual Four, he/she received a phone number and password from defendant SANZO to place bets. Individual Four reported that in or around 2006, he/she accrued approximately \$5,000 to \$6,000 in gambling debts and was then "cut off" by defendant SANZO. According to Individual Four, in total, he/she had paid defendant SANZO between approximately \$200,000 and \$300,000 in gambling losses. Furthermore, according to Individual Four, he/she paid defendant SANZO through defendant SCERBO.

30. According to Individual Four, in or around 2007, he/she began placing wagers on sporting events through another individual and thereafter accrued a gambling debt of approximately \$14,000. According to Individual Four, he/she placed bets through another website (not the Website described in Paragraph 3b above of this Criminal Complaint). After Individual Four stopped paying the gambling debt, Individual Four reported

that he/she was contacted by defendant BRUDER and came up with a payment plan. Approximately six months later, Individual Four stopped making payment and was visited by defendant SANZO at Individual Four's place of employment in northern New Jersey. According to Individual Four, defendant SANZO advised Individual Four to do the "right thing" and pay the debt.

31. In or about mid-2010, in Bayonne, New Jersey, Individual Four paid defendant BRUDER approximately \$500 in cash as payment toward Individual Four's gambling debt. The payment from Individual Four to defendant BRUDER was observed by a law enforcement officer.

32. According to Individual Four, he/she also placed wagers on sporting events through another website (neither the Website described in Paragraph 3b above of this Criminal Complaint nor the website described in Paragraph 30 above of this Criminal Complaint) (hereinafter the "Baran Website"), and defendant KEN BARAN (hereinafter "BARAN") was Individual Four's "bookie" who provided Individual Four with access to this website. Based on this investigation, Your Affiant knows that the Baran Website is not located in the State of New Jersey. Furthermore, according to Individual Four, he/she owed approximately \$10,000 in gambling debts to defendant BARAN as of mid-2010 and at the same time, Individual Four owed defendants SANZO and BRUDER approximately \$14,000 in gambling debts. The following subparagraphs set forth, in substance and in part, Individual Four's meetings with defendants BRUDER and BARAN regarding these gambling debts:

a. On or about May 24, 2010, Individual Four met defendant BARAN at a location in northern New Jersey. During this consensually recorded meeting, Individual Four stated he/she did not have much money to give defendant BARAN. Defendant BARAN replied, "This is not a good thing I'm suppose to give this fuckin' guy eight grand today, seven, five of it's yours." Defendant BARAN then stated the following, in substance and in part:

It's ten [\$10,000 owed in gambling debts]. Ya gotta get me five and we can . . . a thousand every two weeks, and we'll pay it off. Ya gotta get me five, ya gotta get me half of it. Give me half of it. I can go to him with half of it. . . .

* * * *

And my biggest thing to you was . . . be careful. . . . [P]lease be careful. [Individual Four], please be

careful. . . . I said please, [Individual Four], please be careful. . . . Ya gotta do this for tomorrow. . . . I don't know how you gonna do it, I don't care how you gonna do it. Do this tomorrow and like I said every two weeks . . . and in ten weeks, it's done. . . . [N]o bullshit, no fuckin' around 'cause that can get ugly and nasty and fuckin' horrible. And that's not the way you wanna go. It's not. It's not. . . . [If Individual Four did not pay the gambling debts, as described herein] This [is] gonna be a major problem. It's not even a little problem. It's gonna be a major problem. And it's gonna be out of my hands. . . . It's gonna be out of my hands, and he'll be dealing with [you]. That's the way it works. That's why I'm trying to tell you straight up, do it this way then you got a chance If I go to him [ostensibly, defendant BARAN's boss in the illegal gambling racket] with no fuckin' money, forget it. . . . It's old school but it's not old school. I am responsible for every fuckin' penny that I earn, ever penny. . . . He [ostensibly, defendant BARAN's boss in the illegal gambling racket] wants his money on time otherwise other people end up making shots at ya.

Thereafter, defendant BARAN continued to imply that if Individual Four did not come up with a significant amount of money to pay the gambling debt, then Individual Four could be subjected to physical harm:

BARAN: And then like I said [if Individual Four could not come up with the money], then I step out. And you know what's gonna happen. I am totally out of this. And at the point that I don't wanna go. And I'll be honest with you. This only happened one other time on the last twenty-one years.

Ind. Four: With you?

BARAN: Yeah. One other time.

Ind. Four: And it wasn't pretty, huh?

BARAN: Never pretty Not a fuckin' nice thing. Not a nice thing. . . .

* * * *

BARAN: Please make sure you're okay 'cause I don't want it to go any other route I don't. . . .

* * * *

BARAN: But you need to come up with somethin' now. I don't care how you do it, but I'm telling you, you don't want this. I'm telling you, you don't want this. You don't. You got a new house, you got a beautiful family, you don't, you don't. . . . [Y]ou cannot come to the table empty-handed.

According to Individual Four, during this meeting, he/she offered to give defendant BARAN approximately \$500 in cash, but defendant BARAN refused to take the money because it was not enough.

b. On or about June 28, 2010, Individual Four met defendant BRUDER at a location in northern New Jersey. During this consensually recorded meeting, defendant BRUDER acknowledged that he had sent defendant SANZO to see Individual Four:

Ind. Four: I've owed you this for how long? How many years already? You've been patient. You've been a gentlemen with me. You haven't fucking knocked on my door. None of that stuff.

BRUDER: Yeah, Mark [defendant SANZO].

Ind. Four: Well, you sent Mark [defendant SANZO] here.

BRUDER: Uh-huh.

During this meeting, Individual Four advised defendant BRUDER that Individual Four owed money to another bookie, defendant KEN BARAN. Defendant BRUDER remarked, "I'll go half-and-half with the guy [defendant BARAN] and that's fine with me. . . . But I'm not gonna take a backseat to this mother. . . ." Thereafter, the following conversation ensued, in substance and in part:

BRUDER: What do you owe me, fourteen?

Ind. Four: Fourteen.

BRUDER: If you come with four, I'd take that. That's how we do it, okay? If you come up with four in one shot, I would take that. . . . [B]ut if you can't do that, I just take the slow pay. . . .

Later during the conversation, Individual Four and defendant BRUDER discussed defendant BARAN. Defendant BRUDER stated, "We'll I'll ask around [about defendant BARAN] but . . . maybe Mark [defendant SANZO] knows him. . . . Well, Mark probably knows him." Thereafter, Individual Four queried whether or not defendant BARAN was with or had the backing of organized crime, and defendant BRUDER stated the following, in substance and in part:

Listen, I don't know who's here [La Cosa Nostra operating in Bayonne, New Jersey], who's not, but I know, listen. . . . If you, you, you, can tell anyone anything. The guys I know are serious guys but they're also businessmen. You know what I'm saying? Guys I know done twenty years in jail. They've done everything. They're old men that's done, been through the ringer. . . . I'm saying they know. You know, all their friends are serving life sentences. They're fuckin' made-members, you know they're major guys. . . . You know, but they're not stupid. They're not gonna come to Bayonne and, you know, break someone's head. I mean, if you said, 'look, fuck you,' then it might be [different]. . . .

Later during the conversation, defendant BRUDER stated, "Like I said, I'm not greedy. I don't need it all at once, but I'd like to get something just to see . . . good faith."

c. On or about June 30, 2010, Individual Four met defendant BARAN at a location in northern New Jersey. During this consensually recorded meeting, the following conversation occurred in substance and in part:

Ind. Four: Listen, I got a situation. I, remember I told ya I was jammed up with somebody else?

BARAN: Yeah.

Ind. Four: I had a visitor yesterday And [he] wasn't too happy, obviously, with the fact that I didn't have anything [money to pay the gambling debt] for him. . . . [W]ell, he

asked me a couple [of] questions and asked me what the story was . . . I said, 'Look, I'm into somebody else . . . for nine grand. . .

BARAN: What, what would annoy me was if you used my name, which ya did. . . . There's gonna be major issues Don't tell people, ya don't tell people your business. . . . Now, I'm, now, okay, now this is gonna get heated. Now someone's gonna be coming knockin' on your door for this money.

Later during the conversation, Individual Four stated that "he's [defendant BRUDER or defendant SANZO] gonna reach out to you to see if you can work this thing out," and defendant BARAN replied, "Dude, somebody's gonna come down" Thereafter, Individual Four told defendant BARAN that the other "bookie" was defendant SANZO. Individual Four stated, "He [defendant SANZO] said he knew you. He said he knew your wife Mark Sanzo." Defendant BARAN replied: "I know Mark very well. . . . I know Mark very, very well. I know Mark. . . . I know Mark very well, but he's got his thing and we got our things." Thereafter, defendant BARAN repeated his displeasure with Individual Four for mentioning his name (defendant BARAN) to defendants SANZO and BRUDER: "Ya know, this is gonna get fuckin', it's gonna get heated. It's just, it was a major mistake, major mistake." Individual Four responded: "What was I supposed to do? There's only so much to go around. . . . Look, I didn't go to them [defendants SANZO and BRUDER] lookin' for help. They came to me." "They came to you lookin' for their cash," defendant BARAN replied. Later during the conversation, defendant BARAN stated, "He'll reach out to me and I'll talk to Mark [defendant SANZO] and I'll make my phone call and my, will go see Mark [defendant SANZO] and I'm gonna get paid [laughs]. And that's what's gonna happen. . . . Because . . . you don't understand it. You will continue to make me a jerkoff. [Individual Four "To who?"]. To my people, to my people. You just made me a jerk off twice, twice, twice. I did what I could for you and then you go open your mouth who you're dealin' with. Ya never do that. Ya never ever ever do that."

33. On or about January 24, 2011, Individual Four met defendant BRUDER at a location in northern New Jersey. During this consensually recorded meeting, Individual Four paid defendant BRUDER approximately \$400 in cash as repayment toward Individual Four's gambling debt.

34. On or about May 16, 2011, Individual Four met defendant SANZO at a location in northern New Jersey. According to Individual Four, during this meeting, he/she paid defendant SANZO approximately \$200 in cash as repayment toward Individual Four's gambling debt. Furthermore, according to Individual Four, the \$200 given to defendant SANZO was contained inside of a white envelope. During this transaction, a law enforcement officer observed defendant SANZO enter the premises where Individual Four was located and observed defendant SANZO leave the premises with a white envelope in his possession.

35. On or about June 17, 2011, Individual Four met defendant BRUDER at a location in northern New Jersey. During this consensually recorded meeting, Individual Four paid defendant BRUDER approximately \$200 as repayment toward a gambling debt. During this meeting, Individual Four stated that he/she believed that defendant SANZO would be collecting the gambling debt. Defendant BRUDER stated that defendant SANZO's prior collection (on May 16, 2011, as described in Paragraph 34 above of this Criminal Complaint) was a one time occasion because defendant SANZO was in the area.

Individual Two-Sub-Agent for defendant BREHENEY

36. According to Individual Two, he/she is an associate of defendant BREHENEY, and he/she has known defendant BREHENEY for approximately six years. According to Individual Two, he/she is a sub-agent for defendant BREHENEY related to the illegal gambling business conducted through the Website. According to Individual Two, defendant BREHENEY created a computer account (*i.e.*, package) through the Website that permitted Individual Two to track bets placed by his/her bettors. Individual Two reported that he/she had, at the high point, approximately twenty-five to thirty bettors in his/her own package. Individual Two also reported that defendant BREHENEY had numerous sub-agents working for him, including defendant PATTEN. According to Individual Two, he/she collected cash from bettors that lost during the prior week. Thereafter, Individual Two stated that he/she kept approximately twenty-five percent of this amount (*i.e.*, the bettors' losses for the week), and then gave the remainder of the cash to defendant BREHENEY. According to Individual Two, defendant BREHENEY kept approximately twenty-five percent of this amount and then forwarded the remainder to the "office." According to Individual Two, the "office" is located in Costa Rica, and defendant GRAZIANO was the main creator of the Website, (*i.e.*, defendant GRAZIANO did not create the software, but rather the use of the Website to engage in the illegal gambling business was his idea). In addition, Individual Two stated that

defendants GRAZIANO and LASCALA are long-time close associates. Furthermore, according to Individual Two, defendant BARONE is the main "office" representative for the Website in the United States, and defendant BARONE is a close associate of defendant GRAZIANO.

37. Furthermore, according to Individual Two, he/she spoke with defendant BREHENY, and defendant BREHENY stated that defendant LASCALA is a made member of the Genovese Crime Family. In addition, Individual Two has heard this information from other individuals in Bayonne, New Jersey and elsewhere. Individual Two stated that he/she has had numerous conversations and interactions with defendants LASCALA and BREHENY, and, based on these conversations and interactions, Individual Two knows that defendant BREHENY is an associate of defendant LASCALA. According to Individual Two, he/she drove defendant LASCALA to defendant BREHENY's home in Tuckerton, New Jersey on at least two occasions, including on or about May 19, 2010. Because of defendant LASCALA's status as a made member of the Genovese Crime Family and based on the relationship between defendants LASCALA and BREHENY, Individual Two has reported that any income earned by defendant BREHENY through racketeering activity, including proceeds derived from the illegal gambling business conducted through the Website, must be shared with defendant LASCALA.

38. On or about October 7, 2009, Individual Two met with defendant BREHENY in a location in northern, New Jersey. This meeting was consensually recorded. According to Individual Two, defendant BREHENY stated that one of his associates, namely Co-Conspirator M.H., owed money to an individual associated with La Cosa Nostra in New York (hereinafter the "New York Associate"). According to Individual Two, on behalf of Co-Conspirator M.H, defendant BREHENY stated he was required to attend a "sit down" in New York to settle the debt between Co-Conspirator M.H. and the New York Associate. During the meeting, the following conversation ensued, in substance and in part:

BREHENY: I talked to [Co-Conspirator M.H.] again last night. I said . . . 'You don't need me to tell you this.' I said, 'You took the responsibility . . . you put these guys in the dupes.' I said, 'You gotta pay this money back.' . . . I said . . . 'You're not gonna go kill them.' I said, 'They'll kill me.' . . . There's no escape routes here. The only thing you can do is pay the money. . . .

* * * *

Ind. Two: You make it easy for him [Co-Conspirator M.H.] all the time.

BREHENEY: Listen, let me tell you something, on, my children should die. . . . If I didn't give the right answers, they were testing me. . . . These are gangsters. They're not fuckin' dumb. This guy's 69 years old. He's sharp as a tack. [Individual Two: "How does (UI) know people like this. Who the fuck's [this individual]"]. He's a wise guy. . . . He got his button [a made member of La Cosa Nostra]. Yeah . . . he's not pretending. Guy gotta a button. These are his friends. Listen, I told [Co-Conspirator M.H.] last night, I said 'Buddy, you gotta lot of people who got a taste you now. I said, 'You, you stirred up a lot of shit.'

Ind. Two: [The New York Associate] thinks he's big now. He thinks he's fuckin' big time now.

BREHENEY: He's [the New York Associate] owed the money. . . . If we were owed the money, we would do the same thing. I said [to Co-Conspirator M.H.], 'What bout the kid that owes you the money, the \$15,000, didn't I make him come The kid's paying you the money, right?'

* * * *

BREHENEY: [About the sit-down] After I told the story . . . I told him the whole thing from A to Z. . . . They made me change tables in the restaurant. . . . My back was to the door, like this 'Come sit over here.' You might as well put plastic on the floor in the restaurant. . . . Listen, our families and their families have no love lost. They woulda clipped [killed] me and worried about it later. And then said, you know, 'We told them fuck you,' then

they [say] fuck me. But [they would] kill me. Or put a bullet in me . . . who knows. . . . If I'm gonna get clipped, I wanna get clipped for doing something myself, not for [Co-Conspirator M.H.]. I'm not getting killed for [him]. . . . (emphasis added).

Thereafter, defendant BREHENY stated that Co-Conspirator M.H. agreed to pay defendant BREHENY approximately \$5,000 in approximately one month. Defendant BREHENY stated that Co-Conspirator M.H. was "sitting on a ton of pills" but was unable to sell them. Defendant BREHENY stated he would see if he could help Co-Conspirator M.H. sell the pills. Individual Two then asked if defendant BREHENY could sell pills in southern New Jersey. Defendant BREHENY replied that he was not supposed to be involved in drug distribution, noting that he could be "clipped for that." Later during the conversation, defendant BREHENY remarked: "On top of that, I'm going to jail. . . . They're, they're, they're gonna come crashing through my door soon, I don't, sooner or later, I don't know when. . . . I can't even enjoy my days now I'm consumed with this everyday Then I gotta go to this fuckin' meeting [sit-down] and get fuckin' clipped." Defendant BREHENY also stated: "All this we're discussing, buddy, ain't for nobody else's ears, it ain't even for [the New York Associate's] ears. You can't discuss nothing, you understand?" Later during the meeting, defendant BREHENY discussed opening a social club that would conduct illegal gambling. Defendant BREHENY remarked:

The guy I met yesterday . . . I told him, I said 'I'm looking to open up my own joint.' He said, 'I'll give you slot machines, the joker pokers,' and he said 'I'll give you players.' The guy's a sweetheart, but listen, in this life, it don't, you can have dinner with him one day, the next day they can shoot you. . . . Whatever we make [from the illegal gambling], we keep fifty percent. He's got slot machines, the joker pokers We get fifty percent of what it takes, and we give him fifty and he puts the machines in. There's tons of ways to make money there. (emphasis added).

Your Affiant knows that defendant BREHENY's reference to "in this life" is a reference to membership or association with La Cosa Nostra. Your Affiant further knows that because defendant BREHENY is "with" defendant LASCALA, that defendant BREHENY is obligated to pay a portion of the money that he obtains through

his various racketeering acts to defendant LASCALA. During this consensually recorded meeting, defendant BREHENEY acknowledged his obligation to "kick up" money to defendant LASCALA:

BREHENEY: I got obligations I gotta give Pep [defendant LASCALA] money every week. I give him part of my business. . . . He has no money He had millions. He blew it gambling. He had millions. So I gotta keep him going.

Later during the meeting, defendant BREHENEY stated that he and Individual Two made approximately \$2,300 each that week from the illegal gambling package through the Website. Defendant BREHENEY stated, "Basically, with the money you're collecting, my end, I'm not even gonna take, I just gotta give it to Franklin [defendant MILITELLO], so. [Individual Two: "How much I gotta give him?"]. My whole end. You know, like 22, \$2,300. I got over, I got 110 customer came in this week. I'm growing my business big. . . . I'm gonna have a monster business. But I got, you know, the office . . . there's no love lost between us, and the money gotta be there on time. Individual Two then asked, "Whatta they call him, Franklin the Flea," and defendant BREHENEY replied, "Something, they call him all these different names He's fuckin' retarded."

39. On or about October 26, 2009, Individual Two met with defendant BREHENEY in a location in northern, New Jersey. During this consensually recorded meeting, the following conversation ensued, in substance and in part:

Ind. Two: We were favored to win you said, right?

BREHENEY: New England over Tampa Bay. Colts over the Rams. Who's gonna bet the two dogs? Everyone had them. The Viking game killed us. That, this [sighs] Favre, killed us, killed. If we won the Steeler-Viking game, we would've been alright. . . . Even with, Yankee game we were gonna lose. We won the Giants game. If the Giant game goes over, or we cover the Steeler game, it's a good week. That's how bad those games were. When I seen that guy run the other way, I want to throw up. I said, I can't believe this is

happening again. This motherfucker did it again. . . . Two interceptions in a row [Individual Two: "Hockey?"]. Buddy, they're betting. . . . They're betting. We're gonna kill them at the end of the day. . . . They want to bet all the favorites. . . . They're layin' a thousand, five hundred on hockey. . . . We're gonna kill them. Hockey's the worst sport in the world to bet.

Ind. Two: [Sound of money being counted]. . . . So, when am I gonna see these guys? I see the Fox [defendant MILITELLO] tomorrow? See him tomorrow? I didn't call him yet.

BREHENY: Call him and tell him you got it. . . . Say, 'I just got back,' say 'if you want to come by and get it, I got it.' 'Cause they're [according to Individual Two, defendant BREHENY was referring to defendants BARONE and GRAZIANO] gonna be looking for it, 'cause they got cracked, too [had to pay out winnings to bettors]. And they're [defendants BARONE and GRAZIANO, according to Individual Two] gonna want Franklin [defendant MILITELLO] to lay out the money to pay the customers.

Ind. Two: When does he pay them? Like, as soon as he gets it [money from the illegal gambling racket obtained from agents and sub-agents], he goes and pays them?

BREHENY: Today. Tomorrow. They pay right away. [Sound of money being counted]. . . . Count that. Make sure it's twenty-two there [according to Individual Two, defendant BREHENY handed Individual Two approximately \$2,200 in cash, which money Individual Two was to deliver to defendant MILITELLO].

Ind. Two: Where do you go? Right to Harpo [defendant BARONE]? Goes right there?

BREHENEY: Yeah. It goes to Harpo [defendant BARONE]. Harpo don't see him [defendant MILITELLO]. He [defendant BARONE] probably tells him [defendant MILITELLO] to hold it to pay his customers [bettors who won]. But he'll [defendant MILITELLO] tell Harpo, the little fuck, 'cause he'll be looking for it, 'I got it.'

Ind. Two: Twenty-one, twenty-two fifty.

BREHENEY: No, give it. . . .

Ind. Two: [Counting money] One, two, three, four, five, six, seven, eight, nine, ten. One, two, three, four, five, six, seven, eight, nine, ten, that's two. One, two, three, four, five, twenty-two fifty.

BREHENEY: No, I probably fuckin' counted wrong. Call him and tell him you got it. . . . [according to Individual Two, the cash handed to him/her by defendant BREHENEY contained an extra \$50, and defendant BREHENEY took the \$50 back].

Later during the conversation, defendant BREHENEY and Individual Two discussed the planned assault of an individual (hereinafter "Victim One"). According to Individual Two, he/she and defendant BREHENEY were paid money by a third party to have Victim One assaulted. At the direction of the Federal Bureau of Investigation, Individual Two attempted to prevent the assault against Victim One by suggesting that they give the money back to the third party. In response, defendant BREHENEY stated, "No, no, no, no, buddy. I'll be back with you tomorrow. . . . I'll get somebody to do it."

Thereafter, defendant BREHENEY discussed an individual who owed over \$100,000 to loansharks. During this portion of the conversation, the following conversation ensued, in substance and in part:

BREHENEY: He owes a hundred and twenty thousand to loan sharks. . . . A hundred and twenty's going to shy sharks. . . . He borrowed from . . . guys we know. Real guys. They wanted to break his fuckin'

head. Real guys If you sit with him for an hour, his phone rings forty times. Forty times. I'm not exaggertin', forty times. It don't stop ringin'. Everybody's looking to him for money. . . But I had to intervene, only because they're friends of ours.

[Whispering] And he uses our name, he uses my name, Pepe's name [defendant LASCALA]. . . . (emphasis added).

Ind. Two: So what does he, he doesn't pay nothing?

BREHENEY: When he gets in trouble; when he feels the heat.

After discussing a contractor, who is the brother of the individual discussed above and who was prosecuted in the District of New Jersey, defendant BREHENEY remarked: "I didn't think he'd beat me to jail. . . . They [state authorities] fucked up the tapes. And . . . they got nothin' on me. . . ." Thereafter, defendant BREHENEY advised Individual Two to continue the illegal gambling business in the event of defendant BREHENEY's arrest:

If I get pinched [arrested], I get picked up in the middle of the night, just, don't, you know, stop nothing. Everything goes on. You see Sal [defendant TURCHIO] for money, whatever. Everything goes on. . . . You see Sal [defendant TURCHIO] get pinched, just leave everything the way it is until I get out. I'll probably get bail, you know, within three or four weeks. Just let everything go. Don't stop nothing. I don't want them to []. Just keep everything going. Everything just continues as it is.

40. On or about November 3, 2009, Individual Two met defendant MILITELLO and gave him approximately \$2,300 in cash, which cash represented the proceeds from defendant LASCALA's and BREHENEY's gambling package. When Individual Two asked defendant MILITELLO if the amount was correct, defendant MILITELLO replied that he did not know because he was doing it for "them." According to Individual Two, he/she understood the reference to "them" to mean defendants BARONE and GRAZIANO.

41. On or about January 11, 2010, Individual Two met with defendant BREHENEY in a location in northern, New Jersey. During this consensually recorded meeting, the following conversation ensued, in substance and in part:

BREHENEY: I'm giving you money to pay Franklin [defendant MILITELLO]. Let me ask you something too. Try to remember. Two weeks ago And you gave him [defendant MILITELLO], right? I could have sworn I gave you twenty four hundred. He [defendant MILITELLO] only turned in two thousand [to the office].

Ind. Two: You did. No. You gave me twenty four hundred. I gave him twenty four. I counted it, and I gave it to him. That's fact.

BREHENEY: This cocksucker, little fuck.

Ind. Two: Every time I give it to him, I count it in front of him and then I give it to him, and then I say the number. You gave me twenty four. I thought it was twenty six, but twenty four, OK?

BREHENEY: It could have been twenty six. I don't remember. . . . Alright, I'm giving you twenty four hundred to give him [defendant MILITELLO]. Count it in front of him. Say 'Franklin, I'm giving you twenty four hundred.' Say 'there's a discrepancy a couple of weeks ago.' But say 'I'm calling the office now [to] tell them I gave you twenty four.'

Ind. Two: Ok.

BREHENEY: [Counting money] One, two, three, four, five, six, seven eight, nine, eleven, twelve. . . . thirteen, fourteen, fifteen, sixteen seventeen, eighteen, nineteen, two, twenty two, twenty three. Here's twenty four. . . .

42. On or about January 28, 2010, Individual Two met with defendant BREHENEY in a location in northern, New Jersey. During this consensually recorded meeting, the following conversation ensued, in substance and in part:

BREHENEY: [Sound of money being counted] Forty-nine, right? So twenty-seven to Franklin [defendant MILITELLO] and give that to him

Ind. Two: Alright.

43. On or about March 1, 2010, Individual Two met with defendant BREHENEY in a location in northern, New Jersey. During this consensually recorded meeting, the following conversation ensued, in substance and in part:

BREHENEY: So we did alright, we made a couple of thousand. . . . It's not spectacular. [A bettor] won three thousand. [Another bettor] owes us a G-note from last week [and this same bettor] lost again this week, he owes us like another five or six, I think. Tomorrow I'll grab him and talk to him He's gotta just be floating in money.

Later during the conversation, defendant BREHENEY stated the following about his illegal gambling racket: "It's a business. . . . It's a business. What if they beat us for twenty grand? They . . . beat the first week in for six, seven thousand, eight thousand and we paid them. It's a business. . . ." Defendant BREHENEY then discussed one of hisbettors: "The guy wasn't winning but I had the Puerto Rican [bettor] that was betting with me through Eric [defendant PATTEN] and was betting the same game. . . . But then he went sour too. They all lose eventually. . . ." Thereafter, defendant BREHENEY again discussed the "sit down" that had occurred in or around October 2009 related to Co-Conspirator M.H.'s debt to the New York Associate (see Paragraph 38 above of this Criminal Complaint):

BREHENEY: So I had to reach out to a guy in Brooklyn, a made guy that knows me and Pep [defendant LASCALA]. They came to talk to Pepe [defendant LASCALA]. You know what upheaval it cost in my life too. And now I'm actually paying it [Co-Conspirator M.H,'s debt].

Ind. Two: Ziggy [defendant LASCALA] was involved too? You didn't tell me that.

BREHENEY: Yeah, they reached out to him [the made member of La Cosa Nostra referred to in Paragraph 38 above of this Criminal Complaint] [H]is cousin is in their crew. He told me, 'I'm going to go to your old friends,' he said, 'this ain't right.' [Co-Conspirator M.H.'s failure to pay the debt to the New York Associate]. 'The kid [Co-Conspirator M.H.] was running with you and you stopped me from doing what I wanted to do.' [Your Affiant believes defendant BREHENEY was referring to a made member of La Cosa Nostra committing an assault against or murdering Co-Conspirator M.H.]. 'What do you want me to do . . . you know, John [defendant BREHENEY], you put the handcuffs on me. We go to the table here. This is a legitimate debt [owed to the New York Associate].' 'He [Co-Conspirator M.H.] promised to pay the money back, right?' I was embarrassed he [Co-Conspirator M.H.] was my friend. . . . And buddy, that day, that meeting was ugly for me. . . . And I went to that meeting that day, listen, if I didn't meet their, right answers, there was guys waiting in the parking lot for me or somebody was going to walk in and shoot me in the fucking, I wasn't getting killed . . . but I was getting shot or a bat to the head.

Defendant BREHENEY then explained that, before the "sit down," two guys were looking for Co-Conspirator M.H. and "those two guys went there to hurt [Co-Conspirator M.H.] that day." Defendant BREHENEY then stated that he had spoken with Co-Conspirator M.H. about this incident: "'They came to your house [Co-Conspirator M.H.] looking for you' I had to reach out and that's why I had to stop everything 'cause they were going to hurt him [Co-Conspirator M.H].'"

44. On or about April 28, 2010, during a consensually recorded meeting with defendant BREHENEY, Individual Two received approximately \$2,100 in cash from defendant BREHENEY to give to defendant MILITELLO. This cash represented proceeds of defendant BREHENEY's illegal gambling operation. Individual Two provided the cash to federal agents who, in turn, copied the notes and placed a copy of the notes into evidence. Later that day, Individual Two met with defendant MILITELLO. During this

consensually recorded meeting, Individual Two gave defendant MILITELLO approximately \$2,100 in cash.

45. On or about May 8, 2010, Individual Two, at the direction of defendant BREHENEY, deposited approximately \$4,400 in cash into a bank account belonging to defendant BREHENEY's wife. Individual Two conducted this deposit at a financial institution located in Bayonne, New Jersey. According to Individual Two, the \$4,400 represented money belonging to defendant BREHENEY that had been derived from the illegal gambling racket through the Website. Individual Two provided federal agents from the Federal Bureau of Investigation with the account number corresponding to this account. Records from this financial institution reveal that approximately \$4,400 was deposited into defendant BREHENEY's wife's bank account on or about May 8, 2010.

46. On or about May 25, 2010, Individual Two, at the direction of defendant TURCHIO, deposited approximately \$3,100 in cash into a bank account belonging to defendant TURCHIO. Individual Two conducted this deposit at a financial institution located in Bayonne, New Jersey. According to Individual Two, the \$3,100 represented money belonging to defendant TURCHIO that had been derived from the illegal gambling racket through the Website. Individual Two provided federal agents from the Federal Bureau of Investigation with the account number corresponding to this account. Records from this financial institution reveal that approximately \$3,100 was deposited into defendant TURCHIO's bank account on or about May 25, 2010.

Eric Patten-Sub-Agent for defendant BREHENEY

47. On or about October 11, 2010, Individual Two met defendant PATTEN at his residence in Bayonne, New Jersey. During this consensually recorded conversation, defendant PATTEN and Individual Two discussed a bettor who had repeatedly "beaten" (i.e., winning money through gambling) defendant BREHENEY. Thereafter, defendant PATTEN stated that defendant BREHENEY shut the bettor's account to prevent him from placing any further bets. Individual Two then brought up a discrepancy in the amounts owed by a bettor. Defendant PATTEN logged onto a computer inside his residence and showed Individual Two a computer screen revealing the bettor's winnings and losses. In addition, on the computer, defendant PATTEN also showed Individual Two the winnings and losses for several other bettors in Individual Two's package. Furthermore, during this conversation, Individual Two remarked that he/she did not want to rely on gambling money as income. Defendant PATTEN responded,

"No, you never do. It's gambling money. . . . That's what we do, it's football season. I mean, what else are we gonna rely on. . . . This is what we do. . . . That's why you're out here risking your fucking freedom every day cause you're fucking want to make money," or words to that effect.

48. On or about March 14, 2011, Individual Two met defendant PATTEN at a location in northern New Jersey. During this consensually recorded conversation, defendant PATTEN stated that he gave defendant BREHENEY forty percent of his gambling winnings. Defendant PATTEN also discussed how defendant BREHENEY recently disrespected a bettor, and that defendant BREHENEY was a "fat rat making all the money." Defendant PATTEN also stated that defendant BREHENEY stated that they had to pay the office. Defendant PATTEN stated that he is involved in or has an interest in a bi-weekly card game, and defendant BREHENEY receives approximately \$375 per game. Defendant PATTEN also remarked that the house (for the card game) brings in, on average, approximately \$6,000 per game. During the meeting, defendant MILLITELLO called defendant PATTEN, and defendant PATTEN stated he would meet defendant MILLITELLO in "two minutes."

49. On or about June 28, 2011, Individual Two met defendant PATTEN near his residence in Bayonne, New Jersey. During this consensually recorded meeting, defendant PATTEN stated that he was paying defendant BREHENEY approximately \$200 a week in interest ("vig points") on a loan. During the meeting, Individual Two gave defendant PATTEN approximately \$1,000 in cash, representing money (i.e., winnings) needed to be paid to a bettor.

50. On or about June 30, 2011, federal agents obtained a search and seizure warrant for defendant PATTEN's residence in Bayonne, New Jersey, which warrant authorized federal agents to search for and seize, among other things, records related to the Website in electronic form on defendant PATTEN's computer (hereinafter the "Patten Computer"). A forensic analysis of the Patten Computer revealed numerous records and data related to wagers placed through the Website, including gambling losses owed to defendants PATTEN and BREHENEY by various bettors in the approximate amount of approximately \$85,138. Other records revealed weekly balances owed by various bettors. The following chart summarizes the weekly balances owed by and to various bettors during the period between January 31, 2011 and February 6, 2011, which weekly balance sheet was stored on the Patten Computer:

Player (Bettor)	Mon	Tues	Wed	Thu	Fri	Sat	Sun	Balance
Shark	0	0	0	0	0	0	-1,825	-1,825
Rod	0	0	0	0	0	0	50	50
Colt	0	0	0	0	0	0	108	108
Bone	0	0	0	0	0	0	50	50
Horn	-1,800	0	0	0	0	0	-1,000	2,800
Totals	-1,800	0	0	0	0	0	-2,617	-4,417

51. According to Individual Two, defendant BREHENEY, in an effort to shield himself from criminal exposure, had other individuals, like Individual Two and later defendant PATTEN, access the Website to check on sub-agents' and bettors' win and loss status. Individual Two further advised that defendant BREHENEY usually did not personally access the computer; rather, he required trusted others, such as Individual Two and later defendant PATTEN, to report back to defendant BREHENEY on the status of the illegal gambling racket and to ensure collections from bettors and payments to defendant MILITELLO, the office, bettors, and others. As such, Your Affiant believes the chart in Paragraph 50 above of this Criminal Complaint reveals that defendant PATTEN, using the Patten Computer, was the agent or sub-agent for a gambling package containing approximately 5 bettors ("Shark," "Rod," "Colt," "Bone," and "Horn") who were betting on National Football League games (Monday Night Football and Sunday games). Furthermore, Your Affiant submits that defendant BREHENEY supervised, directed, and managed these accounts through defendant PATTEN. As described above, "Shark" lost approximately \$1,825 for wagers placed on Sunday football games, and Horn lost approximately \$2,617 for losing wagers placed on Monday Night Football and Sunday football games.

52. In addition to the electronic data seized from defendant PATTEN's computer, federal agents also seized various records, ledgers, and papers related to the illegal gambling racket. The following chart summarizes some of these records seized from defendant PATTEN's residence:

Approximate Date	Description
April 28, 2010	Letter from TD Bank, stating that approximately \$1,851.04 was wired into defendant PATTEN's bank account from a bank in Singapore
Western Union Wire Application and Receipt, dated April 9, 2010	Defendant PATTEN wired approximately \$200 to Costa Rica
Western Union Wire Application and Receipt, dated April 10, 2010	Defendant PATTEN wired approximately \$200 to Costa Rica
Western Union Wire Application and Receipt, dated May 28, 2010	Defendant PATTEN wired approximately \$130 to Costa Rica
Western Union Wire Application and Receipt, dated June 13, 2010	Defendant PATTEN wired approximately \$200 to Costa Rica
Western Union Wire Application and Receipt, dated June 14, 2010	Defendant PATTEN wired approximately \$200 to Peru
Western Union Wire Application and Receipt, dated June 21, 2010	Defendant PATTEN wired approximately \$130 to Costa Rica
Western Union Wire Application and Receipt, dated July 2, 2010	Defendant PATTEN wired approximately \$150 to Costa Rica
Western Union Wire Application and Receipt, dated July 23, 2010	Defendant PATTEN wired approximately \$200 to Costa Rica
Western Union Wire Application and Receipt, dated July 25, 2010	Defendant PATTEN wired approximately \$100 to Costa Rica
Western Union Wire Application and Receipt, dated October 20, 2010	Defendant PATTEN wired approximately \$150 to Costa Rica
Western Union Wire Application and Receipt, dated October 21, 2010	Defendant PATTEN wired approximately \$400 to Costa Rica

Approximate Date	Description
Ledger, Captioned "Poker Game"	"He gets 464 (10%) we get 925 each"

Individual Three-Sub-Agent for defendant PIROZZI

53. According to Individual Three, he/she was a sub-agent and operated a gambling package through the Website. Furthermore, according to Individual Three, he/she reported to and paid defendant PIROZZI every week. Individual Three reported that he/she had in excess of twenty-five bettors in his/her package. Individual Three reported that defendant PIROZZI provided Individual Three with user names and passwords for Individual Three's bettors. According to Individual Three, defendant O'DONNELL operated a gambling package and reported to defendant LASCALA.

Monmouth County, New Jersey Search Warrant-defendant O'DONNELL

54. On or about March 1, 2010, law enforcement officers obtained a search and seizure warrant, issued by a judge in the State of New Jersey, for defendant O'DONNELL's residence in Monmouth County, New Jersey, which warrant authorized the officers to search for and seize, among other things, records related to the Website in electronic form on computers (hereinafter the "O'Donnell Computer"). A forensic analysis of the O'Donnell Computer revealed numerous records and data related to subagents who had packages with defendant O'DONNELL and through the Website. For example, during the period between October 26, 2009 through November 1, 2009, data from the O'Donnell Computer revealed that defendant O'DONNELL was tracking approximately 34 sub-agents, and these subagents owed defendant O'DONNELL approximately \$9,076 in gambling losses for that week.

The Jersey City Social Club

55. On or about February 21, 2010, Individual Three met with defendants LASCALA and PIROZZI in Las Vegas, Nevada. According to Individual Three, he/she approached defendants LASCALA and PIROZZI concerning two social clubs operating in northern, New Jersey where illegal gambling took place. Individual Three wanted to shut these social clubs down, provided these clubs were not protected by or associated with defendant LASCALA and his associates. As such, Individual Three approached defendants LASCALA and PIROZZI to inquire about the status of

these clubs. The following consensually recorded conversation ensued, in substance and in part:

Ind. Three: My boys just called me today [and] he said I'm gonna move to Jersey City. I got two competitions [sic]. So I plan to shut them down. That's why I was gonna make sure there's no problems with you guys. . . . Now you twos have anything to do with that game on First Street.

PIROZZI: Does Johnny [defendant BREHENY] have anything to do with . . . Jersey City?

Ind. Three: No it's in Bayonne.

LASCALA: Yeah, I know he's [defendant BREHENY] with me.

Ind. Three: But does he have anything to do with the game in First Street 'cause I'm gonna shut it down.

* * * *

PIROZZI: I don't know. That's why he wants to find out. . . . So it doesn't have anything to do with the one in Jersey City. . . Maybe Breheny has something to do with the one in Bayonne?

LASCALA: Whatta ya want me to do? They'll do what I tell him, whatta ya want to do?

Ind. Three: [I]f it's Johnny's [defendant BREHENY] then I'm gonna deal with it. If it's not, I'm gonna have it shut down.

According to Individual Three, during the phone conversation with defendant BREHENY, defendant BREHENY stated that the club on First Street in Bayonne, New Jersey was his club, and the gambling games were run by an associate of defendant BREHENY.

56. On or about March 17, 2010, Individual Three met with defendants LASCALA, and PIROZZI in Bayonne, New Jersey. During this meeting, defendant LASCALA collected approximately \$1,000 from Individual Three, which money represented a gambling debt

Individual Three owed to another individual, Sonny. Individual Three also discussed opening a social club with defendant LASCALA (hereinafter the "Social Club") The following consensually recorded conversation ensued, in substance and in part:

LASCALA: Alright, what do you got?

Ind. Three: Yeah, I got one thousand for Sonny.

LASCALA: How much?

Ind. Three: One thousand.

LASCALA: OK.

Ind. Three: Alright, I got to, as soon as I get the club running, I'll take care of it right away.

LASCALA: Alright.

Ind. Three: I just can't find a spot, Pep [defendant LASCALA], it's hard.

PIROZZI: Jersey City. You gotta find a spot in Jersey City.

LASCALA: I thought that John [defendant BREHENEY] had some, some money. John had some place? . . . I gotta meet him tomorrow, so I'll see what happens. . . . I don't know where the hell he meeting me. He comes up [to the] house and picks me up and then we, we go.

Later during the conversation, defendant LASCALA asked, "How much more you got to pay on this [gambling debt to Sonny]?", and defendant PIROZZI prompted, "the figure?" Individual Three replied that he/she owed approximately \$700 hundred dollars. Defendant LASCALA then stated, "He needs it now." According to Individual Three, during this meeting on or about March 17, 2010, he/she handed ten, one hundred dollar bills to defendant LASCALA. These funds were provided to Individual Three by the Federal Bureau of Investigation, and these ten \$100 notes were copied before being provided to Individual Three.

57. According to Individual Three, in or about early 2010, he/she and defendant BREHENEY agreed, as partners, to establish a gambling operation, through the Social Club, in Jersey City, New Jersey. According to Individual Three, he/she and defendant BREHENEY agreed to evenly split the profits derived from the Social Club after defendant BREHENEY recouped his initial \$5,000 investment he put into the club. Furthermore, according to Individual Three, defendant LASCALA expected to receive Individual Three's cut of the profits derived through the operation of illegal gambling because Individual Three owed a debt to "Sonny." Individual Three also reported that defendant TURCHIO would be the "bank" at the club—that is, the individual responsible for receiving the Social Club's gambling earnings and paying out winning bettors. According to Individual Three, defendant BREHENEY was responsible for providing security for the club.

58. On or about March 12, 2010, Individual Three and Co-Conspirator J.I. met at a location in Jersey City, New Jersey. According to Individual Three, Co-Conspirator J.I. is in the business of receiving and selling stolen goods and items—that is, SWAG. During this consensually recorded meeting, Co-Conspirator J.I. stated, "tell Patty [defendant PIROZZI] I got the, I got the cologne in for him, if you talk to him . . . Tell him [defendant PIROZZI] I got the Claiborne Sport [a fragrance]." Thereafter, Co-Conspirator J.I. asked Individual Three to talk with defendant PIROZZI about establishing the Social Club. Co-Conspirator J.I. stated the following, in substance and in part: "Tell him [defendant PIROZZI] right now is a little tough with everything going on with the politicians. . . . [T]he problem isn't getting the store [the Social Club]. . . . The problem is with tables [for conducting illegal card games]. Thereafter, Individual Three suggested that the Social Club be operated in a high rise building to avoid law enforcement scrutiny, and Co-Conspirator J.I. remarked: "Nobody sees what's going on. . . . [T]hat's why you, well, you know, you got to be very discreet right now with everything. . . . Everyone of them, we're in trouble." Individual Three replied, "No, I know. It's Jersey City. Forget about it."

59. On or about March 31, 2010, Individual Three and defendant BREHENEY had a telephone conversation. During this consensually recorded call, Individual Three stated he/she went by the Social Club and did not see any one working there. Defendant BREHENEY stated he had a kid working in the club, and defendant BREHENEY expected the work in the Social Club to be completed the following day. Defendant BREHENEY also stated that

he had to have "all the stuff delivered there and put in." They agreed to meet the following day.

60. On or about April 1, 2010, Individual Three met defendant BREHENEY at the social club in Jersey City, New Jersey. During this consensually recorded meeting, defendant BREHENEY indicated that he had several deliveries expected, including deliveries of tables. Your Affiant knows that these tables are used to engage in various types of card games that under New Jersey law, and as described in Paragraph 80 below of this Criminal Complaint, are illegal. Later during this meeting, defendant BREHENEY stated the following, in substance and in part: "One day a month, they're gonna come play, the guys from Brooklyn . . . you're welcome to play, or get anyone you know. . . a quarter a game. So, that will be once a month. It's a one shot deal. They told me it's a courtesy to me because we get them players over there, so they're gonna come here once a month." Individual Three then asked if they would evenly split the profits. Defendant BREHENEY replied, "Well, if you bring enough to the table . . . then, yeah" Defendant BREHENEY added that he laid out approximately \$4,800 of his own money into the Social Club and, accordingly, expected to recoup that money before distributing the profits to Individual Three. Later during the conversation, Individual Three noted that, in the past, the gambling games lasted twelve hours. Defendant BREHENEY replied, "That's what I want" because they could make a lot of money. Defendant BREHENEY stated he preferred if the game went on all night and added, "they're [the illegal card games] low maintenance. . . we got girls here All pretty girls No fucking around. All massages, and I don't want no goofing [around]"

61. On or about April 1, 2010, Individual Three and defendant PIROZZI had a telephone conversation. During this consensually recorded conversation, Individual Three stated, "Listen, I just met with John [defendant BREHENEY]." Defendant PIROZZI replied, "Yeah, what's going on." Individual Three stated, "We were just discussing the stuff for the place [the Social Club]. He told me from now on, you know, every week to see him and to give whatever he's got to be taken off for Sonny to give to him [defendant BREHENEY]. Is that right?" "Yeah, that's fine, not a problem Yeah, no, that's good. I'll tell Pep [defendant LASCALA], that's all, he'll [defendant LASCALA] take care of it that way."

62. On or about May 17, 2010, Individual Three met defendants LASCALA, PIROZZI, and TURCHIO. During this meeting, Individual Three wanted to leave his/her partnership with defendant BREHENEY and establish his/her own Social Club. Individual Three, however, sought to obtain defendant LASCALA's permission before establishing his/her own club. During this consensually recorded meeting, the following conversation ensued, in substance and in part:

Ind. Three: My original plan was to move downtown like I told you.

TURCHIO: What do you want me to do Pep [defendant LASCALA]?

LASCALA: Hmmm. I don't know.

TURCHIO: What do you want? You want me to do something different? I'll do something different.

LASCALA: We'll see. Gotta get together with John [defendant BREHENEY]. . . . If [Individual Three] wants to go on [his/her] own, [Individual Three] goes on [his/her] own.

TURCHIO: My understanding, buddy, the reason you came in [as a partner in the Social Club] was to take care of your responsibility

LASCALA: Yeah. Oh yeah.

Ind. Three: Why I came in. I came in to make money.

TURCHIO: [T]he first night, buddy, with dealers, no players. How the fuck you gonna make money there? You understand? The first night, you had two dealers. You didn't have no players. . . . We were making money off each other. I don't mind, but I can't, each month that goes by, I'm, you know. Sixteen hundred, sixteen hundred, sixteen hundred, three thousand for the furniture. . . . Listen to me. . . . You want to go in half [in the Social Club]. I ain't got a problem with it. You want to split the cost with me? Give me thirty five hundred.

I'll give you the keys [to the Social Club], and you do what the fuck you want to do. I have no problems with that. You know. I'm gonna split everything down the middle I don't need nobody. Other than that, I gotta make a decision. 'Cause I can't let that thing just sit.

Ind. Three: Right.

* * * *

PIROZZI: Well, the only thing is, the reason that I even got involved with this thing with him was Sonny, because [Individual Three] gotta get . . . amount of money to Sonny.

TURCHIO: I mentioned that. I mentioned that.

PIROZZI: So, no. If [Individual Three] gotta whack this thing up with four or five guys, [Individual Three] ain't gonna make enough to take care of . . . Sonny. [Individual Three's] gotta start paying that off with Sonny.

Later during the conversation, PIROZZI stated that the Social Club was supposed to be a partnership "between you and me," and Individual Three replied, "Partnership with me and John [defendant BREHENY]." Defendant PIROZZI replied, "And you and fucking John [defendant BREHENY]." Defendant TURCHIO added, in substance and in part:

This is out of John's [defendant BREHENY] mouth. Whatever he brought, he brought six guys, he brought seven guys, he filled the table up. He would get a percentage and you'd [Individual Three] whack it up with John [defendant BREHENY]. That percentage [Individual Three's percentage] would go toward Sonny's debt. Okay. Until [Individual Three] finishes Sonny's debt. . . .

Thereafter, defendant TURCHIO and Individual Three agreed to go their separate way pertaining to the Social Club, and Individual Three stated his/her intention to open another social club for

illegal gambling. The following conversation ensued, in substance and in part:

PIROZZI: [Addressing defendant LASCALA] [Individual Three] needs your permission to open downtown. [Individual Three] needs your permission to open downtown.

LASCALA: It's alright.

* * * *

PIROZZI: When are you gonna start getting money for Sonny? That's the key. . . .

LASCALA: What did we get so far, like three?

PIROZZI: What did you give him so far?

LASCALA: Three, I think, right?

Ind. Three: Yeah, it was three [\$3,000].

Cargo Theft and the Transportation and Receipt of Stolen Goods in Interstate Commerce

63. At various times relevant to this Criminal Complaint, members of the Lascala Crew stole, caused to be stolen, or received goods that had moved in interstate commerce and known to them to have been stolen. Members of the Lascala Crew referred to this practice or the stolen items obtained through this practice as "SWAG" or "Stolen Without a Gun." Members of the Lascala Crew profited by selling the stolen items to others below retail price.

Stolen Wine Shipped from Italy to the United States

64. On or about January 29, 2010, a ship sailed from Italy and bound for New York. The ship was transporting, among other things, a forty-foot container containing Italian wines. The ship, containing the container of wines, arrived in New York on or about February 14, 2010. Thereafter, on or about February 18, 2010, the container of wines was delivered to a warehouse in North Haven, Connecticut, and the seals on the container were secured and thus, the container had not been opened in transit. On or about May 19, 2010, the purchaser noticed that lock seals securing the container had been broken and that approximately 293 cases of wine, valued in excess of \$22,400, had been stolen from

the container (hereinafter the "Stolen Wine"). The wine was destined for other delivery to and sale in other states, including Maine.

65. As part of this investigation, Individual Three, acting at the direction of law enforcement, sought to purchase several cases of the Stolen Wine from defendant PIROZZI and his co-conspirator for resale to another.

66. On or about March 12, 2010, at approximately 10:40 a.m., defendant PIROZZI and Individual Three had a telephone conversation. During this consensually recorded call, the following conversation occurred, in substance and in part:

Ind. Three: Did you do the rest of that thing on the computer [a computer list setting forth the retail value of the various types of wines from the Stolen Wines. As described herein, Individual Three obtained a copy of this list from defendant PIROZZI]?

PIROZZI: Okay, yeah.

Ind. Three: 'Cause I got, I got an Indian guy here interested.

PIROZZI: Okay, you know what you gotta do? . . . You know where Joe's yard is? Joe Gotay [defendant GOTAY]? . . . Dunkin Avenue Alright, go over there, take a ride over there, I left him the list. I told him [defendant GOTAY] that he's got, we gotta get that for \$4 a bottle. It's all . . . it's all twelve, he's got the list that I printed out. Most of, its right off the list. . . . Some bottles are \$19, some are \$12 retail. I told him to, the only way ya gonna sell this is we gotta get this for \$4 a bottle. . . . Now, we'll have to include Joe [defendant GOTAY] in our end. 'Cause I told him to offer the guy \$4 a bottle. . . . So if we can move it, move it. He's [defendant GOTAY] got the list. Go there, tell him I said make a copy of it and give it to ya so you can show somebody.

Ind. Three: Okay, very good.

67. On or about March 12, 2010, at approximately 11:43 a.m., defendant PIROZZI and Individual Three had a telephone conversation. During this consensually recorded call, the following conversation occurred, in substance and in part:

Ind. Three: Hey Patty, I just got back from Joe's [defendant GOTAY]. . . . Yeah, I got that [defendant PIROZZI's handwritten list setting forth the cases of Stolen Wine available for sale], but you know what, we couldn't read that handwriting on the, on the two pieces of paper.

PIROZZI: Yeah, well, I, but he should of gave you the printout. . . . Did he give ya the printout I gave ya?

Ind. Three: Yeah, I got the printout [Individual Three gave this print out to federal agents of the Federal Bureau of Investigation and it was retained as evidence (hereinafter the "Wine Printout")].

PIROZZI: Alright, so see the ones that are circled? Alright, if you can match that up with that piece of paper, tells ya how many cases you have. Look at it . . . what's the first one that you see circled? The A-o-o-i-s or something like that Okay, now, now, look at the end of it, it should say Blanco, or Pinot, or something on the bottom. . . .

68. On or about March 12, 2010, at approximately 12:27 p.m., Individual Three went to defendant GOTAY's warehouse. During this consensually recorded meeting, Individual Three asked defendant GOTAY the name of the wine, and defendant GOTAY replied that he did not know. Thereafter, Individual Three told defendant GOTAY that the retail price of the wine was approximately \$40 a bottle. Defendant GOTAY replied, "I know." Individual Three remarked, "Oh that's, you know, that's good," and defendant GOTAY replied, "Yeah, I'm gonna see if, I think is 4, 6. or 5 cases over there. . . . There's 6, 6 in the case. . . . I know they are \$40 a bottle." Later during the conversation, defendant GOTAY discussed defendant PIROZZI's handwritten

list setting forth the cases of Stolen Wine available for sale: "[H]e [defendant PIROZZI] wrote this thing down, and I, I don't even know what the hell it is." Thereafter, Individual Three asked, "Okay, so what, should I tell this guy anything? Cause he's ready to. . . ." Defendant GOTAY replied, "Hold, hold on. . . He come in, I'm wanna write everything down because some stuff missing in there." Individual Three replied, "Alright, Then you know, I'll wait for Patty [defendant PIROZZI] to call me later." Later, defendant GOTAY stated, "When it's . . . is a deal, it's a deal. Boom . . . if we make a deal, bye-bye, that's it." Individual Three replied, "Alright, beautiful."

69. On or about March 12, 2010, at approximately 12:45 p.m., defendant PIROZZI and Individual Three had a telephone conversation. During this consensually recorded call, the following conversation occurred, in substance and in part:

PIROZZI: Yeah, what's up?

Ind. Three: Alright, I went back there. He [defendant GOTAY] said now hold off and not to. He said there's a few cases that even, ain't even on the list. So he's gonna get the complete list from the guy today. I said alright 'cause I don't wanna keep goin' back and forth to this guy.

PIROZZI: Yeah, he's full of shit. You know, what is that? Up on, in the top of that list that he's got there's about nine or twelve cases of . . . whatever and that's like forty dollars a bottle. . .

Ind. Three: Well, he [defendant GOTAY] told me about it. He did say it. He says listen, I got forty dollars, it's forty dollars a bottle and I'll give that to ya too. . . .

70. On or about March 12, 2010, at approximately 3:44 p.m., defendant PIROZZI and Individual Three had a telephone conversation. During this consensually recorded call, the following conversation occurred, in substance and in part:

Ind. Three: What's going on Patty. . . .?

PIROZZI: Nothin' at all . . . I said it's ready ya know if you wanna do it. It's ready. They want it.

Ind. Three: Oh, yeah, Okay. Yeah, you know what it is. I'm, my Indian guy [the alleged person seeking to purchase the Stolen Wine] [b]ut right now he's looking, he said . . . 'they're [the Stolen Wine] real low end, maybe I'll start with a hundred cases. If I can start with a hundred cases, I'll use it as the' . . . [because] every Saturday morning he has a big taste testing at his store.

PIROZZI: Yeah, well, that's good, alright.

Ind. Three: People come in.

PIROZZI: Should be able to do it.

Ind. Three: So I said, I said I gotta . . . talk to them 'cause I, I usually, we like to sell the whole thing. I said I'll ask if, if they can take a hundred, I'll, I'll be, gladly to do it for ya, so.

PIROZZI: Yeah alright. I think we can it. Of course, I got somebody that will take some of it too, so.

71. On or about March 13, 2010, at approximately 12:03 p.m., defendant PIROZZI and Individual Three had a telephone conversation. During this consensually recorded call, Individual Three stated that his/her "buddy" was good for Monday and was interested in purchasing approximately one hundred cases of the Stolen Wine. Defendant PIROZZI replied, "Okay, we'll give I'll tell him [defendant GOTAY] to give him half of each one, ya know." Later during the conversation, defendant PIROZZI asked, "What'd ya give him, a nickel?" According to Individual Three, he/she gave defendant GOTAY approximately \$500 for purchase of the Stolen Wine. After Individual Three told defendant PIROZZI that defendant GOTAY had been paid, defendant PIROZZI stated, "Oh, that's good, alright, that's good. Alright."

72. On or about March 15, 2010, Individual Three met defendants PIROZZI and GOTAY at defendant GOTAY's warehouse in Jersey City, New Jersey. During this consensually recorded meeting, Individual Three purchased approximately 100 cases of the Stolen Wine, with each case containing approximately 12 bottles of wine. Individual Three paid defendant PIROZZI approximately \$5,700 in cash for the 100 cases of the Stolen Wine. Before this meeting, federal agents from the Federal Bureau of Investigation gave Individual Three approximately 57 \$100 notes to purchase the Stolen Wine, and these 57 \$100 notes were copied before being provided to Individual Three. During this meeting, Individual Three discussed the price for the Stolen Wine with defendant PIROZZI: "It's gotta be about fifty-seven." Defendant PIROZZI replied, "Alright, as long as it's enough to pay him [defendant GOTAY] let's just do what we gotta do." Later during the meeting, defendant PIROZZI asked for a blank bill of lading. Defendant GOTAY then gave Individual Three an invoice, dated March 15, 2010, that falsely claimed that a liquor store in Jersey City, New Jersey purchased approximately 100 cases of assorted wines for a "Promotion." This invoice was retained as evidence by the Federal Bureau of Investigation. In addition, Individual Three reported that defendant PIROZZI had approximately 125 cases of wine in seven different varieties still available for purchase, and Individual Three reported that he/she observed additional cases of wine sitting at defendant GOTAY's warehouse.

73. On or about February 3, 2011, federal agents interviewed defendant GOTAY. During this interview, defendant GOTAY stated he knew Individual Three, and he/she was "connected to the Mob." Defendant GOTAY further acknowledged that he knew defendant PIROZZI and admitted that he and defendant PIROZZI had dealt with and in stolen goods-i.e., SWAG-in the past. Defendant GOTAY admitted that he dealt in SWAG, and he would allow individuals to use his warehouse to temporarily store stolen goods and items. Defendant GOTAY further admitted that he was paid a fee for each pallet, containing stolen items, stored at his warehouse. Defendant GOTAY also admitted that he would receive an additional payment after the stolen goods and items had been sold.

74. In addition to the Stolen Wine scheme, as described above, members of the Lascala Crew also engaged in the receipt, transportation, and sale of other stolen merchandise, or merchandise they believed to be stolen, as described below:

The Stolen Bedsheets

75. On or about October 16, 2009, Individual Two met with defendant BREHENEY at a location in northern, New Jersey to discuss bedsheets that Individual Two stated had been stolen (hereinafter the "Stolen Bedsheets"). During this consensually recorded meeting, the following conversation occurred, in substance and in part:

Ind. Two: I'm specifically waiting for him [the New York Associate] to get home from work 'cause I'm not going over there. He [the New York Associate] wanted me to go there and look at sheets or whatever. I don't want to look at the sheets.

BREHENEY: They're bedsheets. . . . We can make a move with them. . . . That's why I gave them to [a co-conspirator with the initials J.I.]. . . . But they're selling like hot cakes. . . . So, he's got them.

Ind. Two: What are they, Polo? My [family member] would want some.

BREHENEY: No, they're cotton, Egyptian. They're nice. I took a couple.

Ind. Two: . . . [A]ll these guys get SWAG all the time. We don't get nothing. . . .

BREHENEY: I do. I can't talk about it. It's there.

Ind. Two: Well, get me something.

BREHENEY: I'll get you stuff I got Perry Ellis sneakers for nothing. . . . I got an Eagles jacket, a real Eagles jacket. I got, uh, I'll get you some stuff.

* * * *

BREHENEY: But if you want the SWAG stuff, I'll get it for you. I didn't think you really wanted to be bothered. Let me tell you something. It sounds corny. But these

sheets are hot. Our cost on the sheets, [Co-Conspirator J.I.] is selling them. For a \$100 they sell in the stores. He's [Co-Conspirator J.I.] selling them for fifty, sixty dollars. Some people fifty, some people sixty. I'm paying like thirteen bucks. . . . Buddy, if you sell [the Stolen Bedsheets] to twenty people, you make a G note. That's a lot of money. . . . And, listen, I even took them from my house. They're a hundred percent Egyptian threads.

Ind. Two: Egyptian threads, right? A thousand threads or whatever?

BREHENEY: Yeah, and these are good. They're Egyptian cotton. They come in king, queen, he's [Co-Conspirator J.I.] got all different colors. When you go in, when you drop this off there [at Co-Conspirator J.I.'s store in Jersey City, New Jersey] tomorrow, go in the back room. He's got them. Look at 'em on the table. He's got them all out. But they ran out of them. Now [the New York Associate's] guys got them [the Stolen Bedsheets]. . . .

Ind. Two: If we make money, don't give my money to [the New York Associate]. Give the money to me. . . .

BREHENEY: If you sell it, you keep it. But it's got to be a separate thing with Joey [Co-Conspirator J.I.]. . . .

* * * *

BREHENEY: In the store, they're [the Stolen Bedsheets] a hundred bucks.

Ind. Two: Okay.

BREHENEY: You could sell them for forty, fifty dollars. Thirty-five, whatever you want. . . . If you sell twenty, that's seven fifty for every twenty you sell. That's a home run. . . . That's a home run. And you're doing them a favor.

'Cause they're [the purchasers of the Stolen Bedsheets] gettin' it for cheaper. Fifty dollars cheaper than the store. It's a deal for them. So when you're going there tomorrow [to Co-Conspirator J.I.'s location containing the Stolen Bedsheets], look at them. [The New York Associate] can give you a price list, too. Take the price list. He'll give you the sheet and the price list. . . .

During this conversation, defendant BREHENEY and Individual Two also discussed defendant BREHENEY's illegal gambling racket:

Ind. Two: You never tell me when you have a good week, so I mean.

BREHENEY: I had a good week. So, listen. I paid Freddy [an individual involved in illegal gambling through the Website] thirty-eight hundred and [another individual] eight thousand. I gave thirty-eight hundred to Freddy. I gave twelve hundred to [the New York Associate]. I gotta another thousand here. . . .

* * * *

Ind. Two: So you want me to see the silver haired guy [according to Individual Two, the reference to the "silver haired guy" is defendant MILITELLO]? I'll be back Monday.

BREHENEY: I don't have to see him this week. This week I give money to my friend [according to Individual Two, this reference to "my friend" is a reference to defendant LASCALA]. . . . Because they give him three Gs a month. So this week, I just pay him. That's another three Gs.

* * * *

BREHENEY: We're beating everybody so far this week, but it don't mean nothing 'cause it comes down to Sunday [National Football League games on Sunday]. All those guys are getting cracked, but it don't mean nothing 'cause they bet so much.

76. On or about October 16, 2009, Individual Two, at the direction of defendant BREHENEY and under the supervision of law enforcement, traveled from New Jersey to a tanning salon in Staten Island owned by the New York Associate (hereinafter the "Tanning Salon"). After arriving at this location, Individual Two entered the Tanning Salon and gave approximately \$1,200 to an employee of the Tanning Salon as payment of Co-Conspirator M.H.'s debt owed to the New York Associate. In addition, according to Individual Two, he/she obtained one set of the Stolen Bedsheets from the Tanning Salon. According to Individual Two, the set of the Stolen Bedsheets were set aside and waiting for him/her. As such, Individual Two did not pay for the set of the Stolen Bedsheets. Thereafter, Individual Two met a law enforcement officer who photographed the set of the Stolen Bedsheets obtained from the Tanning Salon. Your Affiant has reviewed this photograph. The package for this set reads as follows: "Hotel Life Five Star Luxury at Home."

The Stolen Televisions: Undercover Sting

77. As part of this investigation, federal agents conducted a sting whereby the Federal Bureau of Investigation purchased approximately 21 42-inch LG plasma screen televisions. These televisions were represented to the defendants described herein as stolen (hereinafter the "Stolen Televisions") by an individual acting at the direction of the Federal Bureau of Investigation. See 18 U.S.C. § 21. Each television cost approximately \$615 retail (but the Federal Bureau of Investigation paid approximately \$450 per television because the televisions were purchased in bulk). In total, the Stolen Televisions costs in excess of \$9,000.

78. On or about September 23, 2011, Individual Three met defendant PIROZZI at a location in northern New Jersey. During this consensually recorded meeting, Individual Three told defendant PIROZZI that Individual Three had obtained stolen televisions. Individual Three stated the following, in substance and in part:

[H]e lifted a whole shitload of TVs. I bought them for the club. So I asked him to do me a favor and put them on the arm for me [to allow Individual Three to pay for the Stolen Televisions at a later time]. He gave me 21 [Stolen Televisions], on the arm. And I told him, I'll get him down [pay the alleged provider of the Stolen Televisions], a couple months down the road. So I, if you can do anything with 'em, this way I can give you the money off of the sale. Like I got, he gave me one as a sample. I'll give that to you. Oh, you know what? I'll give that to Pep [defendant LASCALA] as a gift, and I'll take care of him when my [gambling] package [through the Website] gets opened. They're [the Stolen Televisions] 42 inch LGs.

Defendant PIROZZI replied, "What's he gonna get for 'em?" Individual Three stated, "Well, they're, 6, 6 and change [approximately \$600 each retail]. I gotta get, I told him [the alleged source of the Stolen Televisions] I'd take anywhere from 200 to 210." "Uh, You're saying he's gonna give you 21 [Stolen Televisions] to sell?," defendant PIROZZI asked. Individual Three answered, "Yeah, or 20, 'cause I told him one was a gift." Defendant PIROZZI then asked for a description of the Stolen Televisions, and Individual Three replied, "LG, 42 inch, the skinny one. The plasma." Defendant PIROZZI then asked Individual Three the retail price of the Stolen Televisions: "You checked the price in the store, 600?," and Individual Three advised, "Yeah, I think it was like 629." Thereafter, in the presence of Individual Three, defendant PIROZZI called another person concerning the Stolen Televisions:

Hello, how you doing? The other thing never came through yet. I'm still waiting for that. But I'm sitting here with somebody [Individual Three] and they got some televisions. LG 42 inch televisions. We got anybody? We got about 20 of 'em. What do you get? \$220. What would you say? He's [Individual Three] gotta get 200 [\$200 for each Stolen Television]. Alright, call me right back 'cause. LG, it's the LG 42 inch. Do you want the model number? He's gonna call us back in 5 minutes.

According to Individual Three, he/she was a sub-agent for the illegal gambling business conducted through the Website, and Individual Three reported to and "kicked up" his/her earnings to defendant PIROZZI. According to Individual Three, because he/she owed money related to gambling losses to the office and had failed to pay the debt, his/her gambling package was "turned

off." While loading some of the Stolen Televisions into defendant PIROZZI's car, Individual Three inquired about "turning on" his/her gambling package through the Website. Defendant PIROZZI replied:

If I can go in there with at least four or five thousand, I can fucking talk to him and put it on ["turn on" Individual Three's gambling package]. Mike is, O'Donnell [defendant O'DONNELL] don't even wanna fucking see me. . . . I went down to his [defendant O'DONNELL] job. I was waiting for him at his job. I call Pep [defendant LASCALA], he says, he [defendant O'DONNELL] don't even wanna see you.

79. On or about September 26, 2011, Individual Three met defendant PIROZZI at defendant GOTAY's warehouse to give defendant PIROZZI approximately four Stolen Televisions. This meeting was consensually recorded (audio and video). During this consensually recorded meeting, defendant PIROZZI stated, "Let's do it the way we did before." Individual Three then loaded the Stolen Televisions into defendant PIROZZI's car. During the meeting, Individual Three asked defendant PIROZZI: "What a ya talk to, uh, Sanzo [defendant SANZO]? . . . Is he [defendant SANZO] with the old man [defendant LASCALA], Sanzo?" Defendant PIROZZI replied: "Yes, yeah, yeah, yeah." Later during the conversation, defendant PIROZZI stated, "We got four [Stolen Televisions] in the gray car. . . . We only got four." Individual Three replied: "Yeah, 'cause I only had the four [Stolen Televisions] but we coulda fit five [into defendant PIROZZI's car]. We laid them down. Remember, me and Joe [defendant GOTAY] put them in."

80. Your Affiant knows that the illegal gambling business conducted by the Lascala Crew through the Website and card games that they operated were illegal under New Jersey law. During the course of this investigation, Your Affiant has become generally familiar with the laws, rules, and regulations pertaining to gambling, gambling devices, and games of chance in New Jersey. The following terms and phrases that are pertinent to this Criminal Complaint are defined under New Jersey's Code of Criminal Justice, 2C:37-1, as follows:

- a. "Gambling" means staking or risking something of value upon the outcome of a contest of chance or a future contingent event not under the actor's control or influence, upon an agreement or understanding that he will receive something of value in the event of a certain outcome.

- b. "Gambling device" means any device, machine, paraphernalia or equipment which is used or usable in the playing phases of any gambling activity, whether such activity consists of gambling between persons or gambling by a person involving the playing of a machine.

Under New Jersey's Code of Criminal Justice, the following acts and activities are illegal unless authorized by the Casino Control Act: (a) Promoting gambling (N.J.S.A. 2C:37-2); (b) Possession of gambling records (N.J.S.A. 2C:37-3); and (c) Possession of a gambling device.