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U.S. DISTRICT COURT
DISTRICT OF MARYLAND

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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

UNITED STATES OF AMERICA

v.

JACK BRUCE JOHNSON,

Defendant

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CRIMINAL NO.

(Conspiracy, 18 U.S.C. § 371; Hobbs Act, 18 U.S.C. § 1951; Bribery Involving Agent of a Program Receiving Federal Funds, 18 U.S.C. § 666(a)(1)(B); Witness and Evidence Tampering, 18 U.S.C. § 1512(b)(2)(B); Aiding and Abetting, 18 U.S.C. § 2; Forfeiture, 28 U.S.C. § 2461(c), 18 U.S.C. § 981(a)(1)(C))

INDICTMENT

COUNT ONE
(Conspiracy)

The Grand Jury for the District of Maryland charges that:

Introduction

At all times relevant to this Indictment:

A. Prince George's County Government

1. From November 1990 to the present, Prince George's County ("the County") operated under a "home rule" Charter, which provided that the County's local government be composed of the Executive Branch and the Legislative Branch.

2. The Executive Branch was charged with enforcing the laws and administering the day-to-day business of the County and conducted its business through its staff and the various departments, which were managed by department directors. Department directors reported to and

were supervised by an elected County Executive, who was responsible for the administration of all areas of the Executive Branch of the County government.

3. The Legislative Branch consisted of a nine-member elected County Council and its staff. All legislative powers of the County were vested in the County Council. In addition, the County Council sat as the District Council on zoning and land use matters, and as the Board of Health on health policy matters.

4. Maryland state law and the Prince George's County Code required certain State and County officials, employees, and candidates for office to file annual financial disclosure statements.

5. Maryland state law prohibited a person from giving a public employee, and prohibited a public employee from demanding or receiving, a bribe, fee, reward or testimonial in exchange for influencing the performance of the official duties of the public employee, or neglecting or failing to perform the official duties of the public employee, as provided by Maryland Criminal Law Article Section 9-201.

6. The United States Department of Housing and Urban Development ("HUD") maintained a program entitled HOME Investment Partnerships ("HOME"), regulated by Title 24, Code of Federal Regulations, Part 92, which provided grants to states and localities to fund activities that build, buy, and/or rehabilitate affordable housing for rent or home-ownership or provide direct rental assistance to low-income individuals. HOME was the largest federal block grant to state and local governments and was allocated approximately \$2,000,000,000 nationwide in federal funds per fiscal year.

7. The Prince George's County Department of Housing and Community Development ("DHCD") was a subordinate agency of the Executive Branch and was responsible for overseeing

housing and community development projects in the County. DHCD's responsibilities included, among others, the administration and oversight of all aspects of County housing programs, including planning, program development and management, community services and housing rehabilitation.

8. During the one-year periods beginning October 1, 2009 and ending September 30, 2010, and beginning October 1, 2010 and ending September 30, 2011, the DHCD was an agency of the County, a local government which received benefits in excess of \$10,000 under a Federal program involving a grant, contract, subsidy, loan guarantee, insurance or other form of Federal assistance.

9. The Director of DHCD was appointed by the County Executive and was responsible for directing DHCD's annual \$80 million dollar budget and administering programs that were supported by federal grants, such as HOME funds. In this capacity, the Director had the authority to recommend which developers should receive HOME funds for their development projects in the County. The County Council approved the Director's recommended distributions of the County's HOME funds at the request of the County Executive. The Director also had the authority to request exceptions for developers from the regulatory requirements necessary to obtain HOME funds as provided by 24 C.F.R. Part 92.

10. The Prince George's County Hospital ("the Hospital") was an acute care teaching hospital and regional referral center located in Cheverly, Maryland.

B. The Defendant and His Co-Conspirators

11. Defendant **Jack Bruce Johnson** ("**JACK JOHNSON**") held the elected position of Prince George's County Executive from 2002 through December 2010. Prior to 2002, defendant **JACK JOHNSON** was the County's elected State's Attorney.

12. **Amrik Singh Melhi (“A. Melhi”)**, a resident of Maryland, had ownership interests in numerous liquor stores in Maryland.

13. **Leslie Johnson (“L. Johnson”)**, the wife of defendant **JACK JOHNSON**, was elected to a seat on the Prince George’s County Council, representing District 6, on November 2, 2010.

14. Public Official A was a resident of Maryland. In or about September 2009, defendant **JACK JOHNSON** appointed Public Official A to serve as the Director of DHCD.

15. Developer A, a Maryland resident, was a commercial and residential developer based in the County.

16. Developer B, a Maryland resident, was a commercial and residential developer based in the County.

17. Candidate A was a candidate for elected office in the County.

18. In or about 1999, defendant **JACK JOHNSON** purchased an investment property with an individual in Washington, DC (“Investment Property One”).

C. Maryland State Board of Elections and the County Board of Elections

19. The Maryland State Board of Elections and the County Board of Elections regulated state and local elections in Maryland and were charged with ensuring compliance with both state and federal election laws as they related to elections that occurred within their respective jurisdictions. The State Board of Elections, which maintained a database of campaign donations for state and local election campaigns, also enforced Maryland’s campaign finance laws.

D. The Conspiracy and its Objects

20. From in or about 2003 through at least on or about November 12, 2010, in the District of Maryland and elsewhere, the defendant,

JACK BRUCE JOHNSON,

did knowingly conspire, confederate and agree with **A. Melhi**, Public Official A, Developer A, Developer B, and other persons known and unknown to the Grand Jury, including other public officials, developers, and business persons in the County, to commit offenses against the United States, that is:

- a. to obstruct, delay and affect commerce, and the movement of an article and commodity in commerce, by extortion, by public officials obtaining, under color of official right, the property of others with their consent and not due to the officials and their offices, in violation of 18 U.S.C. § 1951; and
- b. being an agent of the County, that is, the County Executive, to corruptly solicit and demand for the benefit of a person, and accept and agree to accept, a thing of value from a person, intending to be influenced and rewarded in connection with a business, transaction, and series of transactions of the County involving \$5,000 or more, in violation of 18 U.S.C. § 666(a)(1)(B).

E. Purpose of the Conspiracy

21. It was a purpose of the conspiracy for defendant **JACK JOHNSON**, Public Official A, and other public officials to obtain things of value – including but not limited to money, trip expenses, meals, drinks, hotel rooms, airline tickets, rounds of golf, employment, mortgage payments, and monetary and in-kind campaign contributions to state and local officials that exercised

decision-making authority on behalf of local governments, including officials within the County's Executive Branch and Legislative Branch – in exchange for defendant **JACK JOHNSON**, Public Official A, and other public officials performing and agreeing to perform favorable official action for, and to use their influence on behalf of, **A. Melhi**, Developers A and B, other developers and business persons, and their companies.

22. It was a further purpose of the conspiracy that in exchange for receiving things of value, defendant **JACK JOHNSON**, Public Official A, and other public officials performed and agreed to perform favorable official action for, and to use their influence on behalf of, **A. Melhi**, Developers A and B, other developers and business persons, and their companies.

23. It was a further purpose of the conspiracy to conceal from the citizens of Maryland campaign contributions that were made and caused to be made by **A. Melhi**, Developers A and B, other developers and business persons, and their companies to public officials, including, among others, defendant **JACK JOHNSON**, **L. Johnson**, and Candidate A, above state legal limits by utilizing conduits and in-kind contributions.

24. It was a further purpose of the conspiracy for state and local officials, including defendant **JACK JOHNSON**, to conceal the things of value they received from **A. Melhi**, Developers A and B, other developers and business persons, and their companies (a) by failing to report them; (b) by misrepresenting their nature and value, in contravention of the disclosure requirements contained in state and local disclosure rules, and (c) by defendant **JACK JOHNSON** and certain other elected officials and candidates for elected office failing to report fully and accurately the in-kind campaign contributions **A. Melhi**, Developers A and B, other developers and business persons, and their companies provided to them.

F. Manner and Means

25. The conspiracy was carried out through the following manner and means, among others:

a. Public officials, including defendant **JACK JOHNSON**, Public Official A, and others, solicited and accepted things of value from **A. Melhi**, Developers A and B, other developers and business persons, and their companies, including but not limited to money, trip expenses, meals, drinks, hotel rooms, airline tickets, rounds of golf, employment, mortgage payments, and monetary and in-kind campaign contributions to state and local officials that exercised decision-making authority on behalf of local governments, including officials within the County's Executive Branch and Legislative Branch.

b. In exchange for things of value, public officials, including defendant **JACK JOHNSON** and others, provided and agreed to provide favorable official action for, and to use their influence on behalf of, **A. Melhi**, Developers A and B, other developers and business persons, and their companies, actions which included obtaining a waiver of HOME Program Regulation 24 C.F.R. 92.214(a)(7), securing millions of dollars in HOME funds; assisting in the acquisition of surplus property and land from the County for development by certain developers; providing co-conspirators with non-public County information; obtaining necessary state and local approvals and permits for certain developments and businesses in the County; obtaining employment with the County; obtaining County funding for certain developments and businesses in the County; and securing County commitments to lease property from certain developers at developments in the County.

c. **A. Melhi**, Developers A and B, other developers and business persons, and their companies concealed the volume of their campaign contributions to public officials and

candidates for elected office by providing in-kind contributions, such as campaign signs, food, alcohol, and the administrative services of their family members and employees.

d. Public officials, including defendant **JACK JOHNSON** and others, concealed the things of value they received from **A. Melhi**, Developers A and B, other developers and business persons, and their companies by failing to report them or by misrepresenting their nature and value, in contravention of state and local disclosure requirements, and by certain County officials' failure to report fully and accurately the in-kind campaign contributions **A. Melhi**, Developers A and B, other developers and business persons, and their companies provided to them.

G. Overt Acts

26. In furtherance of the conspiracy and to achieve its purposes, defendant **JACK JOHNSON** and his co-conspirators committed the following overt acts, among others, in the District of Maryland and elsewhere:

a. In or about 2003, Developer A provided defendant **JACK JOHNSON** with \$3,000 in United States currency.

b. On or about November 4, 2006, Developer A provided defendant **JACK JOHNSON** with \$10,000 in United States currency.

c. In or about January 2010, defendant **JACK JOHNSON** agreed to use his official position to obtain employment at the Hospital for one of Developer A's associates.

d. In or about February 2010, defendant **JACK JOHNSON** requested that the Chairman of the County Council propose County Resolution (CR) 16, which concerned Housing and Community Development and was introduced for the purpose of amending the County fiscal year 2008 and 2009 Annual Action Plans to include listing certain projects in the County as HOME

Investment Partnership projects, thereby enabling Developer A's project to receive HOME funds from the County.

e. On or about February 1, 2010, Developer A provided defendant **JACK JOHNSON** with a \$50,000 cashier's check.

f. On or about February 25, 2010, defendant **JACK JOHNSON** called Developer A and stated, "You know, we were able to get the ah young lady appointed." Developer A replied, "That's excellent." Defendant **JACK JOHNSON** stated, "That was a big one."

g. In or about March 2010, Developer A agreed to purchase Investment Property One from defendant **JACK JOHNSON**.

h. On or about March 5, 2010, after receiving an incoming call from Candidate A, defendant **JACK JOHNSON** advised Candidate A, "This Singh guy tonight, you gotta make him and the, and the liquor dealers, they gonna make, they gonna give you a huge amount of money. I got [Developer A], I got a lot of Indian guys. All that stuff, we gonna, we gonna tap into the money. And we gonna tap into the money in a way that they gonna have big events for you, so even though you raising money there's a lot of people."

I. On or about March 12, 2010, defendant **JACK JOHNSON** called **A. Melhi** and stated, "I need your help on, um, uh, my, my wife's campaign." **A. Melhi** responded, "We need to do some fundraising then."

j. On or about March 16, 2010, defendant **JACK JOHNSON** called Developer A and asked when Developer A would purchase Investment Property One, which was in default. Developer A stated, "I have the letter and everything ready along with the check to send it

to them, but this mortgage broker, when, he, when I gave him the package of the tax return, everything looks fine except for the tax return. He said you have tax return showing negative and no bank will give you the loan.”

k. On or about March 20, 2010, defendant **JACK JOHNSON** called **A. Melhi** and stated, “Hey look, also, I’m gonna come by, but I need you now, I, I need you to, ah, raise, ah, six thousand dollars for my wife. But I don’t want to have a fund--, I don’t want to have a fundraiser. I just want you to go out and just pick up a few checks and um...and then, ah, you know, she, you gonna need some help on the council, alright?” **A. Melhi** then agreed to raise the money.

l. In or about April 2010, with the assistance of Public Official A, Developer B secured \$1,000,000 in HOME funds from the DHCD for a development project in the County.

m. On or about April 5, 2010, defendant **JACK JOHNSON** signed County Resolution CR-16-2010, which approved the \$1,000,000 in HOME funds for Developer B’s project in the County.

n. On or about April 6, 2010, defendant **JACK JOHNSON** called Developer A and stated that he had spoken to Public Official A about Developer A’s projects in the County. Defendant **JACK JOHNSON** then explained, “Okay, and then the other thing that I’m working on for you is that, um, and I don’t know whether it’s gonna to come true or not, but you remember the \$2 million that, um, they took back from, um, some time ago. . . . As soon as we get it back, um, we will, um, we have to move. You know, I’ll, I’m a tell him I need, um, three, four months, um, to get it done.”

o. On or about April 13, 2010, defendant **JACK JOHNSON** called Developer A and discussed the progress he and Public Official A had made on Developer A’s project. During the

call, Developer A told defendant **JACK JOHNSON**, "You need to talk to [Public Official A] again." Defendant **JACK JOHNSON**, referencing Developer A's agreement to purchase Investment Property One, asked, "So you gonna, um, talk to the, ah, people, from the bank and let them know that we probably got another week or two?" Developer A stated that they would call the bank and reminded defendant **JACK JOHNSON** to work on Developer A's project with the County. Defendant **JACK JOHNSON** responded, "Well, let me talk to them, this, um, tomorr--, tomorrow and get those things done, okay? And I'm gonna send somebody over in housing to, ah, help out a little bit. I'm gonna send, um, [a County official] over there."

p. On or about May 1, 2010, defendant **JACK JOHNSON** called a public official in the County, discussed various requests he had made for official assistance, and stated, "I'm, I'm trying to line up some stuff for myself man, that's what I need. . . . And you know what, you can't, you can't try to line up yourself in a, in a foreign country cause there's just, there's just too many other issues, you know." Defendant **JACK JOHNSON** also discussed **L. Johnson's** campaign, expressed his disappointment with the small sums certain individuals had contributed to the campaign, and stated, "And remember, um, they used to be crying all the time and, and, um your boy would go and was, was able to pick things up for them and, um, and so now it start coming in automatically right, and so they don't need it anymore, okay, but you know what, that doesn't have to continue to happen. . . . Tell him you need him to, um, raise money for my wife. Tell them write a four thousand dollar check."

q. On or about May 17, 2010, defendant **JACK JOHNSON** called Developer A, who informed defendant **JACK JOHNSON** that his development project had not yet received an expected \$1,700,000 in HOME funds and that he wanted defendant **JACK JOHNSON** to ensure

the funds were paid. Developer A identified which County employee he thought was holding up the HOME funds disbursement. Defendant **JACK JOHNSON** replied, "I'll give a call. Not her, but I'll call, um, the bosses." Developer A then instructed defendant **JACK JOHNSON** that he wanted to settle the HOME funds that week. Defendant **JACK JOHNSON** responded, "I will jump on it immediately for you."

r. On or about May 29, 2010, defendant **JACK JOHNSON** called Developer A, who asked if everything was proceeding on the HOME funds for Developer A's project. Defendant **JACK JOHNSON** replied, "Everything seems to be good. I talked to, um, the folks and, um, ah, they, they tell me that everything is moving on. Um, I talked to ah, [a County official] and everybody else too." Defendant **JACK JOHNSON** advised that he did not expect any problems with Developer A obtaining the \$1,700,000 in HOME funds. Developer A explained that the sooner they settled the better. Defendant **JACK JOHNSON** then stated, "I'll try to get it done this week coming up."

s. On or about June 15, 2010, defendant **JACK JOHNSON** called Public Official A and stated that Developer A "is just bugging the fuck out of me, man." Public Official A advised that they were close to settling Developer A's project, and advised the matter would be resolved within the next week.

t. On or about June 18, 2010, defendant **JACK JOHNSON** received a call from Developer A, who advised that he had a check for **L. Johnson**.

u. On or about June 24, 2010, Developer B provided \$9,000 in United States currency to Public Official A.

v. On or about June 28, 2010, Public Official A, in his capacity as Director of DHCD, obtained a waiver of HOME Program Regulation 24 C.F.R. 92.214(a)(7) and secured an additional \$1,300,000 in HOME funds for Developer B's development project in the County.

w. On or about June 30, 2010, defendant **JACK JOHNSON** called Developer A, who advised that he had spoken with Public Official A regarding Developer A's project and that Developer A had put in a "really decent package as I did for the State, so it's completely covered." Defendant **JACK JOHNSON** told Developer A, "'Hey, you know, um, we never, um, me and you never quite finished, worked out those, that project with the, ah, with the hospital. Remember the one with the, ah, the lady that, um, got the job.'" Developer A replied, "It will be settled sometime next week, ah, as soon as we get some, something going."

x. On or about July 1, 2010, Developer B provided \$7,000 in United States currency to Public Official A.

y. On or about July 27, 2010, Developer B provided \$9,000 in United States currency to Public Official A.

z. On or about July 29, 2010, defendant **JACK JOHNSON** called Public Official A, and after discussing the funding of Developer A's project, told Public Official A, "We need to, you know, keep talking and things like that, but you're right I think, um, you know, um, you, you, you don't need to go, um, um, back to, um, you know, um, South Carolina ri-, right now. You know, you can, um, make yourself, um, a, a couple hundred dollars minimum every year, you know, where you can put, um, um, fifty to seventy-five in the bank, you know what I mean." Public Official A agreed. Defendant **JACK JOHNSON** continued, "And, two years, two years, and two years, ah, I mean, about eighty in the bank. Two years you got a couple hundred thousand dollars,

you know, cash, then you can go and ah, and you, you get your little retirement, you know, you buy yourself a nice, you get a, you, you just want something nice in South Carolina, you know what I mean.” Defendant **JACK JOHNSON** then complained, “Your ah, your boy keeps calling, calling, calling. I haven't called him back yet. I said you know what I just wait for a while. Yeah, sometimes you gotta let people, um. . . .” Public Official A replied, “But, I, I, I did, I did inform him what you told me, and I, I did talk to him.”

aa. On or about August 8, 2010, Developer A provided \$8,000 in United States currency to Public Official A.

bb. On or about August 15, 2010, Developer A provided \$8,000 in United States currency to Public Official A.

cc. On or about August 15, 2010, Developer A provided defendant **JACK JOHNSON** with \$12,000 in United States currency and a \$3,000 check for Candidate A, and asked defendant **JACK JOHNSON** to assist Developer A with several County matters, including obtaining employment with the County for one of Developer A's associates.

dd. On or about August 15, 2010, defendant **JACK JOHNSON** called Candidate A and told him, “I just came back from, ah, you know, [“Developer A”], right.” Candidate A responded that he knew of Developer A. Defendant **JACK JOHNSON** then continued, “I just came from him and he's, he's, um, just, just gave me something, and we, um, I, ah, told me to come back on Wednesday and get some more.”

ee. On or about August 27, 2010, Developer A provided \$8,000 in United States currency to defendant **JACK JOHNSON**.

ff. On or about September 1, 2010, defendant **JACK JOHNSON** received a call from Public Official A. During the call defendant **JACK JOHNSON** referred to the federal grand jury indictment returned earlier that day against Ulysses S. Currie, a Maryland State Senator from Prince George's County, and stated, "You heard that they indicted Uly Currie tonight right?" Public Official A replied, "Yeah, sixteen counts." Defendant **JACK JOHNSON** stated, "Yup, damn, they really, that's why I was saying man, you know, we, we in these jobs, we gotta take, be careful man. You know what I'm saying. Be careful boy, be careful."

gg. On or about September 3, 2010, defendant **JACK JOHNSON** called a public official with the County and discussed Candidate A and **L. Johnson's** campaigns. During the call, defendant **JACK JOHNSON** stated, "But you know man, I, I, look at it this way and then when Uly Currie got indicted I decided, man I said you know what, well I'm decided, but I said look. Man, I'm not doing shit between now and um, the rest of the term, right."

hh. On or about September 7, 2010, defendant **JACK JOHNSON** received a call from Developer A and they discussed Candidate A's campaign. During the call, defendant **JACK JOHNSON** then stated, "So I was thinking that, um, um, maybe you can help and then I can, um, um, um, you know, if you could, um, you know what I mean and then the, the thing that we've, um, been discussing."

ii. On or about September 9, 2010, Developer A provided a \$100,000 check to defendant **JACK JOHNSON**.

jj. On or about September 22, 2010, Public Official A, in his capacity as Director of DHCD, secured an additional \$1,800,000 in HOME funds for Developer B's Development Project B in the County.

kk. On or about September 23, 2010, defendant **JACK JOHNSON** received a call from Developer A, who stated, "Jack, I called [a County official], ah, I have been calling every day. I called him today and, ah, you know he's, he still, he still has not, ah, start working on it. On the lease." Defendant **JACK JOHNSON** responded, "He's probably lying. Okay. He got, he got, he got a raise."

ll. On or about September 25, 2010, defendant **JACK JOHNSON** received a call from Public Official A, who stated, "I gotta go meet with [Developer A], but I'll tell you about it later on."

mm. On or about September 27, 2010, defendant **JACK JOHNSON** called a former County official and told him, "Hey look, um, somebody, somebody called me today and, um, I'm going to ask them for, um, um, \$4,000 to help pay off this bill."

nn. On or about October 12, 2010, Developer B provided \$5,000 in United States currency to Public Official A in return for his assistance with obtaining HOME funds.

oo. On or about October 24, 2010, defendant **JACK JOHNSON** and Public Official A met at defendant **JACK JOHNSON**'s residence and discussed the HOME funds available for various projects in the County, including Developer A's project. Public Official A explained that DHCD had obtained additional HOME funds. Defendant **JACK JOHNSON** asked how much money was left in HOME funds to be disbursed. Public Official A responded, "1.5. . . . I called [Developer A] and talked with him." Defendant **JACK JOHNSON** replied that they should obtain \$500,000 from Developer A for their assistance, explaining, "Don't do that. Why don't me and you go to his house together. . . so he [Developer A] can't wiggle out of shit. . . . We'll go ah. . . one night next week. Then we'll do ah, 1.5, and ah, you and I should get five hundred together." Later

during this meeting, defendant **JACK JOHNSON** told Public Official A that he would keep \$300,000 and that Public Official A could have the remaining \$200,000 they would obtain from Developer A. Defendant **JACK JOHNSON** then stated, "No, that'll be good man. If I can get myself about three hundred, um, I'll be in good shape."

pp. On or about October 24, 2010, defendant **JACK JOHNSON** called Developer A and stated, "Look, um, I'm gonna be on top of um, [a County official] all week. Um, I'm gonna, I'm gonna entitle this, um, week, um our [Developer A's project] week okay? Because we gotta really, um, get these leases done." Defendant **JACK JOHNSON** and Developer A discussed the funding of Developer A's project and how it would cost nearly \$72,000,000 to fully develop. Developer A reiterated that he needed defendant **JACK JOHNSON** to facilitate the County entering into a 24,000 square foot lease with Developer A for the project to move forward.

qq. On or about November 5, 2010, during a telephone call, defendant **JACK JOHNSON** informed Developer A, "I'm working on your um. . . stuff as we speak." Developer A responded, "Ok, I appreciate that and do you want to stop by the office this afternoon? I have some medical reports for you."

rr. On or about November 5, 2010, defendant **JACK JOHNSON** traveled to Developer A's office in Largo, Maryland and accepted \$5,000 in United States currency from Developer A.

ss. On November 12, 2010, defendant **JACK JOHNSON** traveled to Developer A's office in Largo, Maryland and accepted \$15,000 in United States currency from Developer A.

18 U.S.C. § 371

COUNT TWO
(Hobbs Act - Extortion Under Color of Official Right)

The Grand Jury for the District of Maryland further charges that:

1. Paragraphs 1 through 19 and 21 through 26(a-ss) of Count One are incorporated here.
2. On or about September 9, 2010, in the District of Maryland and elsewhere, the defendant,

JACK BRUCE JOHNSON,

acting as a public official, did knowingly attempt to obstruct, delay, and affect commerce by extortion, obtaining, under color of official right, the property of Developer A, in the form of a \$100,000 check, with the consent of Developer A and not otherwise due to defendant **JACK JOHNSON** and his office, in return for defendant **JACK JOHNSON**, in his capacity as County Executive, securing HOME funds and a County lease for Developer A's development project in the County.

18 U.S.C. § 1951
18 U.S.C. § 2

COUNT THREE
(Hobbs Act - Extortion Under Color of Official Right)

The Grand Jury for the District of Maryland further charges that:

1. Paragraphs 1 through 19 and 21 through 26(a-ss) of Count One are incorporated here.
2. On or about November 5, 2010, in the District of Maryland and elsewhere, the defendant,

JACK BRUCE JOHNSON,

acting as a public official, did knowingly attempt to obstruct, delay, and affect commerce by extortion, obtaining, under color of official right, the property of Developer A, in the form of a \$5,000 in United States currency, with the consent of Developer A and not otherwise due to defendant **JACK JOHNSON** and his office, in return for defendant **JACK JOHNSON**, in his capacity as County Executive, securing HOME funds and a County lease for Developer A's development project in the County.

18 U.S.C. § 1951
18 U.S.C. § 2

COUNT FOUR
(Hobbs Act - Extortion Under Color of Official Right)

The Grand Jury for the District of Maryland further charges that:

1. Paragraphs 1 through 19 and 21 through 26(a-ss) of Count One are incorporated here.
2. On or about November 12, 2010, in the District of Maryland and elsewhere, the defendant,

JACK BRUCE JOHNSON,

acting as a public official, did knowingly attempt to obstruct, delay, and affect commerce by extortion, obtaining, under color of official right, the property of Developer A, in the form of a \$15,000 in United States currency, with the consent of Developer A and not otherwise due to defendant **JACK JOHNSON** and his office, in return for defendant **JACK JOHNSON**, in his capacity as County Executive, securing HOME funds and a County lease for Developer A's development project in the County.

18 U.S.C. § 1951
18 U.S.C. § 2

COUNT FIVE
(Bribery Involving Agent of a Program Receiving Federal Funds)

The Grand Jury for the District of Maryland further charges that:

1. Paragraphs 1 through 19 and 21 through 26(a-ss) of Count One are incorporated here.
2. On or about September 9, 2010, in the District of Maryland and elsewhere, the defendant,

JACK BRUCE JOHNSON,

being an agent of the County, a local government that received federal benefits in excess of \$10,000 in the one-year period beginning October 1, 2009 and ending September 30, 2010, did corruptly solicit and demand for the benefit of a person, and accept and agree to accept, a thing of value from a person, intending to be influenced and rewarded in connection with a business, transaction, and series of transactions of the County involving \$5,000 or more, that is, defendant **JACK JOHNSON** did accept a \$100,000 check from Developer A intending to be influenced and rewarded for in return for securing HOME funds and a County lease for Developer A's development project in the County.

18 U.S.C. § 666(a)(1)(B)
18 U.S.C. § 2

COUNT SIX
(Bribery Involving Agent of a Program Receiving Federal Funds)

The Grand Jury for the District of Maryland further charges that:

1. Paragraphs 1 through 19 and 21 through 26(a-ss) of Count One are incorporated here.
2. On or about November 5, 2010, in the District of Maryland and elsewhere, the defendant,

JACK BRUCE JOHNSON,

being an agent of the County, a local government that received federal benefits in excess of \$10,000 in the one-year period beginning October 1, 2010 and ending September 30, 2011, did corruptly solicit and demand for the benefit of a person, and accept and agree to accept, a thing of value from a person, intending to be influenced and rewarded in connection with a business, transaction, and series of transactions of the County involving \$5,000 or more, that is, defendant **JACK JOHNSON** accept a \$5,000 in United States currency from Developer A intending to be influenced and rewarded for in return for securing HOME funds and a County lease for Developer A's development project in the County.

18 U.S.C. § 666(a)(1)(B)
18 U.S.C. § 2

COUNT SEVEN

(Bribery Involving Agent of a Program Receiving Federal Funds)

The Grand Jury for the District of Maryland further charges that:

1. Paragraphs 1 through 19 and 21 through 26(a-ss) of Count One are incorporated here.
2. On or about November 12, 2010, in the District of Maryland and elsewhere, the defendant,

JACK BRUCE JOHNSON,

being an agent of the County, a local government that received federal benefits in excess of \$10,000 in the one-year period beginning October 1, 2010 and ending September 30, 2011, did corruptly solicit and demand for the benefit of a person, and accept and agree to accept, a thing of value from a person, intending to be influenced and rewarded in connection with a business, transaction, and series of transactions of the County involving \$5,000 or more, that is, defendant **JACK JOHNSON** did accept a \$15,000 in United States currency from Developer A intending to be influenced and rewarded for in return for securing HOME funds and a County lease for Developer A's development project in the County.

18 U.S.C. § 666(a)(1)(B)

18 U.S.C. § 2

COUNT EIGHT

(Witness and Evidence Tampering)

The Grand Jury for the District of Maryland further charges that:

1. Paragraphs 1 through 19 and 21 through 26(a-ss) of Count One are incorporated here.
2. On or about November 12, 2010, following defendant **JACK JOHNSON**'s acceptance of \$15,000 in United States currency from Developer A in return for official assistance from defendant **JACK JOHNSON**, as detailed in Paragraph 26(ss) of Count One and in Counts Four and Seven, two special agents of the Federal Bureau of Investigation ("FBI") entered the room where the payment took place, identified themselves as FBI agents, and asked defendant **JACK JOHNSON** about the payments he accepted from Developer A. Defendant **JACK JOHNSON** told FBI agents that the cash was for a party marking the end of his tenure as County Executive and that he had no business dealings with Developer A.
3. On or about November 12, 2010, following the discussion concerning Developer A between defendant **JACK JOHNSON** and FBI agents, FBI agents executed a search warrant issued by the United States District Court for the District of Maryland, which authorized them to search the defendant. The agents searched defendant **JACK JOHNSON** and his County vehicle and recovered from his person the \$15,000 in cash that the agents had videotaped defendant **JACK JOHNSON** accepting from Developer A. At approximately 9:50 a.m., defendant **JACK JOHNSON**, who had not been placed under arrest, left Developer A's office in his County vehicle, utilizing the emergency lights, and drove towards his residence in Mitchellville, Maryland.

4. On or about November 12, 2010, at approximately 10:10 a.m., agents from the FBI and Internal Revenue Service, Criminal Investigations (“IRS-CI”) knocked on the front door of the home of defendant **JACK JOHNSON** and **L. Johnson** in Mitchellville, Maryland. The agents possessed a search warrant issued by the United States District Court for the District of Maryland authorizing them to enter and search the residence.

5. On or about November 12, 2010, at approximately 9:54 a.m., defendant **JACK JOHNSON** called **L. Johnson** and told her, “I’m at ah. . . , I’m at [Developer A’s] place. I’ll. . . , I’ll tell you what ah. . . , w. . . , w. . . , what’s up when I get there.”

6. On or about November 12, 2010, at approximately 10:12 a.m., defendant **JACK JOHNSON** attempted to and did knowingly and corruptly persuade **L. Johnson** to destroy the \$100,000 check provided to defendant **JACK JOHNSON** by Developer A and hide United States currency that he had hidden in their home, as described below:

JACK JOHNSON:	Yes ma’am.
L. Johnson:	Um, two women are at the door. I don’t know who. . .
JACK JOHNSON:	Who?
L. Johnson:	. . . they are.
JACK JOHNSON:	Who is?
L. Johnson:	Right. Hold on a minute.
JACK JOHNSON:	Don’t a. . . , don’t answer it.
L. Johnson:	I’m not. . .

* * *

JACK JOHNSON:	And go upstairs in our bedroom and open up um, my drawer, um. . . , let me see. . . let me see where it is. It’s ah. . .
L. Johnson:	Oh my God, Jack.
JACK JOHNSON:	Okay. Just. . . , just open up my drawer and um, and um. . .
L. Johnson:	They’re banging.

JACK JOHNSON: Tell 'em. . . , tell 'em you are undressed and you're gonna be down in a minute. Okay?

L. Johnson: Okay, but I'm downstairs Jack and they can see through the thing.

JACK JOHNSON: Just tell 'em. . . , tell 'em you're undressed and you're gonna be there in a minute, okay?

L. Johnson: Okay.

JACK JOHNSON: Okay, now go upstairs in my drawer, um. . . No, let's see. . . Yes. There is um, um, where the. . . It's the drawer. . .

L. Johnson: Oh my God.

JACK JOHNSON: It's. . . Leslie, it's the drawer where the underwear is, I think it is.

L. Johnson: Yes.

JACK JOHNSON: If it's not that, it's another one and you'll see a. . . , a check in there that's out to [Developer A]. Okay. It's. . . , it's not. . . , it's not. . .

L. Johnson: You want me to take the cash out of here too?

JACK JOHNSON: Um. . . Yeah, you can. . . Ah, let's see. . . , let's see, yeah, you know where the c. . .

L. Johnson: I got it.

JACK JOHNSON: You got the cash?

L. Johnson: Hmph hmph.

JACK JOHNSON: Okay, um, put it in your bra or somethin' like that and walk out of it. Put it. . . Okay.

L. Johnson: Wait a minute. . .

JACK JOHNSON: Or put. . . , put it. . .

L. Johnson: . . . and then where's the check? Where's the check?

JACK JOHNSON: The check is in the um. . . , um. . . , if you open up the. . . , the dresser, you know, my, my drawer, right?

L. Johnson: Hmph hmph.

JACK JOHNSON: There's a little box and in the box there's a check. Just tear it up or, or, or chew it up, somethin', okay?

* * *

L. Johnson: I don't see it Jack.
JACK JOHNSON: Okay, take your time, take your time, take your time. The first drawer. You see it in the first drawer there?
L. Johnson: No. A check. Oh my God.

[The sound of knocking on door.]

JACK JOHNSON: Yeah, it. . . , it's in a. . . , it's in a box. I got it in a little box or something.

* * *

L. Johnson: I'm just. . . Let me get everything out. I see a receipt. [Sighs]. Oh God. I don't see a check. I don't see any check Jack and they're just bangin' and bangin'.

JACK JOHNSON: Okay, just let 'em bang, let 'em bang. Um, they can't. . . , they can't open the door unless you. . . , you're there. Um. . . , um. . .

* * *

L. Johnson: Oh, is it the box with the liquor?
JACK JOHNSON: Yeah, and, it. . . Yeah, and look in another box. You'll see a check in there. Yeah, that's right.

L. Johnson: Yes, there's a check in there.
JACK JOHNSON: Okay. Tear it up. That's the only thing you have to do. Now go down. . . You . . . , you got the money?

L. Johnson: Yeah, wait a minute. I got the cash. Do you have that cash down in the basement still too?

JACK JOHNSON: Yes.
L. Johnson: Okay, I gotta move that too. Where do you want me to move it?

JACK JOHNSON: Put it in. . . Put it in your um, put it in your bra and walk out or something with it. I don't know what to do with it. Um. . .

L. Johnson: Whatta you want me to do with the check? You hear 'em banging?

JACK JOHNSON: Tear up the check and. . . , um. . . , and. . . ,
and um. . . , and. . . , and um, tear it up. . .
Just. . . , just tear it up.
L. Johnson: They're saying FBI Jack.
JACK JOHNSON: Yeah, I know. . . , I know. That's why I'm
telling you. [Developer A] set me up.
L. Johnson: You want me to put it down the toilet?
JACK JOHNSON: Yes.
L. Johnson: You want me to flush it?
JACK JOHNSON: Yeah, flush that.

[The sound of a toilet flushing in background.]

L. Johnson: All right. Now whatta you want me to do?
JACK JOHNSON: Go downstairs and get. . .
L. Johnson: I'm tellin' 'em I'm not dressed.
JACK JOHNSON: Yeah, tell 'em you're not dressed. You
will be dressed in five minutes then you
open. . .
L. Johnson: Okay, and I have the cash.
JACK JOHNSON: Okay. Leave that little cash. That's okay.
That's a little bit. . . , a little cash. Put it in
your underwear.
L. Johnson: I have it in my bra. And what about. . .
JACK JOHNSON: Huh?
L. Johnson: . . . that other cash though?
JACK JOHNSON: Um, [unintelligible].
L. Johnson: You gotta tell me what to do with it Jack.

7. On or about November 12, 2010, at approximately 10:20 a.m., after the telephone conversation described in paragraph 6 was briefly discontinued, **L. Johnson** called defendant **JACK JOHNSON** and the conversation resumed as follows:

JACK JOHNSON: Leslie.
L. Johnson: What do you want me to do with this
money? They are banging?
JACK JOHNSON: Put. . . , put. . . , put. . .
L. Johnson: What do you want me to do with it?
JACK JOHNSON: . . . put it. . . , put it in your panties and
walk out of the house.
L. Johnson: No, but I mean all this cash Jack.

JACK JOHNSON: Put it. . .
L. Johnson: I got the one from down. . .
JACK JOHNSON: Put it in your panties Leslie.
L. Johnson: Oh my God. Okay.
JACK JOHNSON: Yeah, stuff it in your panties. Yeah, tell 'em you were in the bathroom. Right? I'll be home in a minute too. Okay. And then just. . . , and then just open the door and sit down. Okay?

8. FBI and IRS-CI agents entered the home, met **L. Johnson**, searched **L. Johnson's** person, and recovered \$79,600 in United States currency from her underwear and bra.

9. On or about November 12, 2010, in the District of Maryland, the defendant

JACK BRUCE JOHNSON,

attempted to and did knowingly corruptly persuade another person with intent to cause and induce a person (a) to withhold records, documents, and other objects, namely the \$100,000 check from Developer A and \$79,600 in United States currency, from an official proceeding, namely, to refuse to open the door to FBI and IRS agents who were attempting to execute a search warrant on defendant **JACK JOHNSON** and **L. Johnson's** home in the course of an ongoing federal Grand Jury investigation in the District of Maryland and any subsequent federal criminal proceedings involving defendant **JACK JOHNSON**; and (b) to alter, destroy, mutilate, and conceal certain objects, namely the \$100,000 check from Developer A and \$79,600 in United States currency, to impair their integrity and availability for use in the same official proceedings.

18 U.S.C. § 1512(b)(2)(B)
18 U.S.C. § 2

FORFEITURE ALLEGATION

The Grand Jury for the District of Maryland further charges that:

1. Pursuant to Rule 32.2, Fed. R. Crim. P., notice is hereby given to the defendant that the United States will seek forfeiture as part of any sentence in accordance with Title 28, United States Code, Section 2461(c), and Title 18, United States Code, Section 981(a)(1)(C), in the event of the defendant's conviction under Count One of this Indictment.

2. As a result of the offenses alleged in Counts One through Seven, the defendant,

JACK BRUCE JOHNSON,

shall forfeit to the United States all property, real and personal, which constitutes and is derived from proceeds traceable to the scheme to defraud, including but not limited to \$79,600 in United States currency.

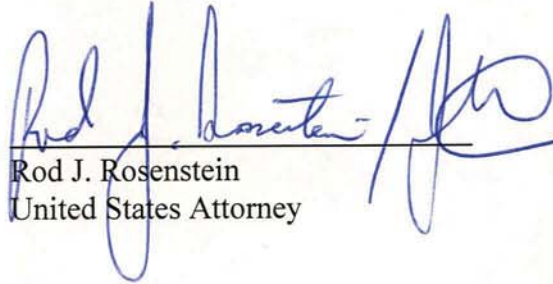
Substitute Assets

3. If, as a result of any act or omission of the defendant, any proceeds subject to forfeiture:

- a. cannot be located upon the exercise of due diligence;
- b. has been transferred or sold to, or deposited with, a third party;
- c. has been placed beyond the jurisdiction of the court;
- d. has been substantially diminished in value; or
- e. has been commingled with other property that cannot be subdivided without difficulty;

it is the intent of the United States, pursuant to Title 21, United States Code, Section 853(p) to seek forfeiture of any other property of said defendants.

28 U.S.C. § 2461(c)
18 U.S.C. § 981(a)(1)(C)



Rod J. Rosenstein
United States Attorney

A TRUE BILL:

SIGNATURE REDACTED

Foreperson

Date: February 14, 2011