



the Department of Streets and Sanitation, the Department of Transportation and the Department of Sewers. Each of the departments was headed by a Commissioner, who was nominated by the Mayor of the City and confirmed by the City Council, the legislative body for the City.

### **The Department of Water**

B. The Department of Water was responsible for delivering potable water from pumping stations to City residents and businesses, as well as to certain suburban communities. Employing approximately 2000 employees, the Department of Water was divided into seven bureaus, with separate and distinct functions. The largest of the bureaus was the Bureau of Operations and Distribution (hereinafter “Distribution”), which employed approximately 900 individuals. Generally, each bureau was headed by a Deputy Commissioner. With regard to Distribution, the First Deputy Commissioner effectively served as the overall manager of Distribution. Distribution was divided into geographic districts, each of which was headed by a district superintendent. The principal function of Distribution was the installation, repair and monitoring of water delivery systems within the City. The headquarters for Distribution was the Jardine Filtration Plant, located in Chicago, where the First Deputy Commissioner had his principal office.

C. On or about January 1, 2003, the Department of Water merged with the Department of Sewers and the newly-formed entity was entitled the Department of Water Management. (Hereinafter, the pre-merger Department of Water and the post-merger Department of Water Management will be referred to as the “Department”).

### **The City’s Hired Truck Program**

D. The City's Hired Truck Program (“HTP”) provided certain City operating departments with a mechanism to use trucking services on an as-needed basis to complete

construction and operating obligations. Participating HTP trucking companies were hired by the City and provided equipment and operators to the respective City operating departments to perform specific tasks. The principal operating departments using HTP services were the Department, the Department of Streets and Sanitation, the Department of Transportation and the Department of Sewers.

E. In conjunction with the HTP, the operating departments hired some trucks on a year-round basis for particular City operations; other trucks were hired on a seasonal basis for departmental projects, and still other trucks were hired for short periods of time on an as-needed basis for particular tasks of the respective departments.

F. Beginning in or about 1997, HTP participating companies and their individual trucks had to be approved for entry into the HTP by the program Office (the “HTP Office”), after an application and review process was conducted by the HTP Office staff. Once approved, an HTP participating company went on an approved list maintained by the HTP Office. The HTP Office staff was further responsible for ongoing monitoring and regulation of the participating HTP companies and their trucks regarding insurance, inspection, safety and other related issues. The HTP Office had the authority to suspend or discipline HTP participating companies for violations of the HTP rules.

G. There was no bid process and no formal, written contract for any particular job within the operating departments. Rather, certain City employees within the respective operating departments with HTP responsibilities participated in the process of “calling out” or hiring trucks for a particular HTP assignment within the department (“HTP supervisors”). The HTP supervisors also decided when trucks were to be laid off for a particular assignment and the order in which trucks were to be laid off. Generally, the decisions were made at the discretion of the HTP supervisors

within the respective departments, though there was occasional input provided by the HTP Office.

H. As to each department utilizing the HTP, the City compensated HTP trucking company participants at a fixed hourly rate based on the size of the truck. Typically, on a monthly basis, participating HTP trucking companies would submit invoices for their monthly work for each City department. Thereafter, the City would process the invoices and typically would remit payments by negotiable instruments known as “warrants” to the particular company via the United States mails.

**The Department’s Use of Participating HTP Trucking Companies**

I. As to the Department’s use of the HTP, individual requests for HTP services typically were made by the district superintendent of one of the Distribution geographic districts and directed to the office of the First Deputy Commissioner for review. After the request was reviewed and individual selections were made by the First Deputy Commissioner, HTP supervisors designated by the First Deputy Commissioner would notify the particular HTP participant as to the assignment and type of truck(s) necessary, thereby “calling out” the trucks for the Department. Upon completion of the HTP assignment or based upon further review by the First Deputy Commissioner, individual HTP trucking company participants would be notified that the truck was being assigned to another Department project, terminated or otherwise designated. From at least 1989 to late 2003, the First Deputy Commissioner exercised final authority as to selection, assignment, and hiring of trucks, as well as the order in which companies would be laid off at the end of a season or project (hereinafter the “lay off process”) related to the HTP business of the Department.

J. For each year from at least 1997 through 2003, the Department expended between approximately \$8,000,000-\$11,700,000 annually in City funds for HTP services provided by participating HTP trucking companies.

## Individuals and Entities

2. DONALD TOMCZAK: DONALD TOMCZAK began working for the City in or about 1958. Beginning no later than 1989 and continuing through approximately January 2004, TOMCZAK was a full-time salaried employee of the City. Beginning in approximately December 1989 and continuing through in or about January 2004, TOMCZAK was the First Deputy Commissioner of the Department and held that title until his retirement effective January 2004.

3. GERALD WESOLOWSKI: GERALD WESOLOWSKI began working for the City in or about April 1982 and continued as a full-time salaried employee of the City through early October 2004. Beginning in or about the Fall of 1998 and continuing through at least January 2004, WESOLOWSKI was the Director of Finance and Administration for the Department and performed functions and tasks relating to HTP work of the Department. From at least 1998 to January 2004, WESOLOWSKI reported to TOMCZAK.

4. Roger McMahon: Roger McMahon began working for the City in 1960 and was a full-time salaried employee for the City until approximately June 30, 1998. From at least 1989 through his June 1998 retirement from the City, McMahon was the Director of Finance and Administration for the Department and performed functions and tasks relating to HTP work of the Department. In these capacities, McMahon reported to TOMCZAK. Thereafter, from approximately April 15, 1999, through April 27, 2001, McMahon was a part-time consultant with a third party company and was assigned to do work for the City. In his capacity as a consultant, McMahon continued to take periodic direction from TOMCZAK.

5. Flenory Barnes, Sr.: Flenory Barnes Sr. began working for the City in 1966 and served in various positions in the Department, including Assistant to the First Deputy Commissioner

and Assistant Superintendent. Later, Barnes worked in the Department of Sewers, through his retirement in or about June 2003, including in the position of Deputy Commissioner. During portions of his Department employment, Barnes participated in the process of requesting HTP trucking services on behalf of the Department district to which he was assigned. As to certain matters, including in his position as Assistant to the First Deputy Commissioner, Barnes reported to TOMCZAK.

\_\_\_\_\_6. Joseph S. Ignoffo: Beginning no later than September 1998, Joseph S. Ignoffo became a principal operating agent of Ignoffo Trucking Co. (“Ignoffo Trucking”), an HTP participating company. Ignoffo Trucking was registered with the City as a Women Owned Business Enterprise (“WBE”). For each year from 1997 through 2003, Ignoffo Trucking averaged over \$430,000 in revenues from HTP work of the Department.

7. Leroy Peters: Beginning in or about the 1980s and continuing through at least the late 1990s, Peters was a principal operating agent on behalf of LR&C Truck Line (“LR&C”), an HTP participating company. LR&C was registered with the City as a Minority Business Enterprise (“MBE”). As of 1998, LR&C added WBE status and was thereafter registered with the City as a MBE/WBE. For each year from 1997 through 2003, LR&C averaged over \$550,000 in revenues from HTP work of the Department.

8. Commelie Peters: Beginning in or about 1991, Commelie Peters began working for LR&C. Beginning no later than the late 1990s and continuing through 2004, Commelie Peters was a principal operating agent on behalf of LR&C, assuming that position from her father, Leroy Peters.

9. John Cannatello: Beginning no later than the early 1990's and continuing through 2004, John Cannatello was a principal operating agent on behalf of GNA. As of early 1999, GNA was registered with the City as a WBE. For each year from 1997 through 2003, GNA averaged over \$325,000 in revenues from HTP work of the Department. John Cannatello was GNA's principal contact with the Department.

10. Nicola Cannatello: Beginning no later than the mid 1990's and continuing through 2004, Nicola Cannatello claimed to be the owner of record of GNA, along with another individual ("GNA Official A"). Nicola Cannatello and GNA Official A also claimed to be the sole day-to-day operators of GNA.

11. Michael Harjung: Beginning no later than 1998 and continuing through at least early 2004, Michael Harjung, a former Department employee, was an operating agent on behalf of Cayla Trucking ("Cayla"). From 1999 through 2003, Cayla averaged approximately \$300,000 in revenues from HTP work of the Department. Beginning no later than 2002 and continuing through at least early 2004, Harjung was an operating agent on behalf of Garfield Trucking ("Garfield"). For 2002 and 2003, Garfield received a total of approximately \$125,000 in revenues from HTP work of the Department.

12. Richard Coveliers: Beginning no later than 1998 and continuing through at least early 2004, Richard Coveliers was a City employee and an operating agent on behalf of Cayla.

13. Debra Coveliers: Beginning no later than 1999 and continuing through at least early 2004, Debra Coveliers was a paid employee of Cayla whose responsibilities included, among other things, performing bookkeeping, dispatching and other operational matters. Typically, Debra Coveliers received weekly salary payments in the name of another official, Cayla Official A.

14. Richard Rylewicz: Beginning no later than the 1990's and continuing through at least early 2004, Rylewicz was an accountant by profession and married to the owner of record of Garfield, Joan Policky. As an accountant, Rylewicz performed accounting and other financial related tasks for Garfield and Cayla and was otherwise familiar with the operations and personnel associated with Garfield and Cayla.

15. Joan Policky: Beginning no later than 2002 and continuing through at least early 2004, Policky claimed to be the sole owner and day-to-day operator of Garfield.

16. Charles Romano: Beginning no later than 2002 and continuing through at least early 2004, Romano was a City employee, as well as a financial partner and an operating agent for Garfield.

17. Trucking Representative 1: Beginning no later than the early 1990s and continuing through at least 2003, Trucking Representative 1 was a principal operating agent of multiple companies ("Representative 1's Companies") that received revenues from HTP work of the Department. Through at least 1998, Representative 1's Companies were among the largest recipients of HTP work of the Department.

18. In addition to Ignoffo Trucking, LR&C, GNA, Cayla, Garfield, and Representative 1's Companies, trucking companies which participated in HTP work of the Department, included, among others, the following:

A. Company C and a companion company formed by the operators of Company C were HTP trucking company participants (hereinafter, collectively "Company C"). For each year from 1997 through 2003, Company C averaged over \$820,000 in revenues from HTP work of the Department. Individual C was Company C's principal contact with the Department.

B. Company E was an HTP trucking company participant. For each year from 1997 through 2003, Company E averaged over \$200,000 in revenues from HTP work of the Department. Individual E was Company E's principal contact with the Department.

C. Company F was an HTP trucking company participant. For each year from 1998 through 2003, Company F averaged over \$175,000 in revenues from HTP work of the Department. Individual F was Company F's principal contact with the Department.

D. Company G was an HTP trucking company participant. For each year from 1997 through 2003, Company G averaged over \$240,000 in revenues from HTP work of the Department. Individual G was Company G's principal contact with the Department.

E. Company H was an HTP trucking company participant. For each year from 1998 through 2003, Company H averaged over \$270,000 in revenues from HTP work of the Department. Individual H was Company H's principal contact with the Department.

F. Company I was an HTP trucking company participant. For each year from 1997 through 2003, Company I averaged over \$150,000 in revenues from HTP work of the Department. Individual I was Company I's principal contact with the Department.

G. Company K was an HTP trucking company participant. For each year from 1998 through 2003, Company K averaged approximately \$275,000 in revenues from HTP work of the Department. Individual K was the Company K's principal contact with the Department.

Collectively, Ignoffo Trucking, LR&C, GNA, Cayla, Garfield, Representative 1's Companies, Company C, Company E, Company F, Company G, Company H, Company I and Company K will be referred to as the "Department Trucking Companies."

### **Laws and Duties Applicable to City Employees**

19. During their respective employments with the City, and pursuant to the Chicago Governmental Ethics Ordinance, TOMCZAK, WESOLOWSKI, McMahon and Barnes (collectively, the “City Employees”) each owed a duty of honest services to the City and the people of the City in the performance of their respective public duties.

20. Pursuant to the criminal laws of the State of Illinois, each of the City Employees was prohibited from: (a) being, in any manner, financially interested, either directly or indirectly, in any contract or the performance of any work in regard to which any City Employee may have been called upon to act; (b) receiving, retaining, or agreeing to accept any property or personal advantage which any City Employee was not authorized by law to accept, knowing that such property or personal advantage was promised or tendered with intent to cause the City Employee to influence the performance of any act related to the employment or function of the City Employee’s office; and (c) soliciting or knowingly accepting, for the performance of any act, a fee or reward which the City Employee knew he was not authorized by law to accept.

21. Pursuant to the Chicago Governmental Ethics Ordinance, while each was a City Employee, each of the City Employees was prohibited from in any way using or attempting to use his respective position to influence any City governmental decision or action in which the City Employee knew or had reason to know that the City Employee had an economic interest distinguishable from its effect on the public generally. Each of the City Employees was also required to disclose any economic interest he had in a matter, prior to acting on it.

22. Pursuant to the Chicago Governmental Ethics Ordinance, each of the City Employees was prohibited from accepting anything of value, including, but not limited to, a gift, favor or

promise of future employment, based upon any mutual understanding, either explicit or implicit, that the official actions, decisions or judgments of any Official, employee or City contractor, concerning the business of the City would be influenced thereby. (Non-monetary gifts valued at less than \$50 generally were exempted from this provision). Any such gift was required to be turned over to the City Comptroller.

23. Pursuant to the Chicago Governmental Ethics Ordinance, each of the City Employees was obligated to file annually a Statement of Economic Interest with the City, wherein he was required to disclose, among other things: (1) the nature of any professional, business or other service rendered by the City Employee or his spouse from which he derived compensation during the preceding calendar year in excess of \$5,000; (2) the name of any entity from which a gift or gifts valued singly or in the aggregate in excess of \$500 was received during the preceding calendar year; and (3) the name and instrument of ownership in any person conducting business in the City, in which the City Employee had a financial interest during the preceding calendar year.

24. Pursuant to the Constitution of the State of Illinois, each of the City Employees was permitted to use public funds, property and credit only for public purposes.

25. Pursuant to the Chicago Governmental Ethics Ordinance, each of the City Employees was prohibited from knowingly soliciting or accepting any political contribution from a person doing business or seeking to do business with the City.

26. Pursuant to the orders and decrees entered by the United States District Court for the Northern District of Illinois, Eastern Division, on May 5, 1972, and June 20, 1983, in the case of *Shakman, et al. v. The Democratic Organization of Cook County, et al.*, 69 C 2145, each of the City Employees was, among other things:

- (1) prohibited from compelling or coercing political financial contributions by any City employee, contractor, or supplier, to any individual or organization;
- (2) prohibited from compelling or coercing political activity by any City employee; and
- (3) permanently enjoined from directly or indirectly, in whole or in part:
  - (A) conditioning, basing, or knowingly prejudicing or affecting any term or aspect of City employment, with respect to one who is at the time already a City employee, upon or because of any political reason or factor;
  - (B) knowingly causing or permitting any City employee to do any partisan political work during the regular working hours of his or her City employment, or during time paid for by public funds; and
  - (C) knowingly inducing, aiding, abetting, participating in, cooperating with or encouraging the commission of any act which is proscribed by the orders and decrees.

Defendant TOMCZAK was aware of the provisions of the orders and decrees. In or around 1983, defendant TOMCZAK filed an action against the City in the United States District Court for the Northern District of Illinois, *Donald Tomczak v. City of Chicago*, 83 C 9148, in which defendant TOMCZAK unsuccessfully challenged his dismissal from the Department as a violation of the aforementioned orders and decrees. TOMCZAK was later rehired by the Department.

### **The Enterprise**

27. At all times material to this indictment, the Department constituted an “Enterprise” as that term is defined in Title 18, United States Code, Section 1961(4), which was engaged in, and the activities of which affected, interstate commerce.

28. Defendants TOMCZAK and WESOLOWSKI were employed by and associated with the Enterprise.

**The Racketeering Conspiracy**

29. Beginning no later than approximately 1993 and continuing to approximately September 2004, in Chicago, in the Northern District of Illinois, Eastern Division, and elsewhere:

DONALD S. TOMCZAK and  
GERALD J. WESOLOWSKI,

defendants herein, and others known and unknown to the Grand Jury, being persons employed by and associated with an enterprise engaged in, and the activities of which affected, interstate commerce, namely, the Department, did conspire with each other and others known and unknown to the Grand Jury to violate Title 18, United States Code, Section 1962(c), that is, to conduct and participate, directly and indirectly, in the conduct of the affairs of the Enterprise through a pattern of racketeering activity consisting of multiple acts indictable under the following provisions of federal law:

- A. Title 18 U.S.C. § 1341 and 1346 (mail fraud);
- B. Title 18 U.S.C. § 1951 (extortion);
- C. Title 18 U.S.C. § 1503 and 1512 (obstruction of justice);

and multiple acts involving bribery chargeable under the following provisions of state law:

720 ILCS 5/33-1(c) and (d); and 5/33-3(d).

It was part of the conspiracy that defendants TOMCZAK and WESOLOWSKI agreed that a conspirator would commit at least two acts of racketeering in the conduct of the affairs of the Enterprise.

### **Purposes of the Conspiracy**

30. The purposes of the conspiracy included the following:

A. Performing official government acts, including decisions relating to the hiring, assigning and layoff process for HTP work of the Department, for the personal and financial benefit of TOMCZAK, WESOLOWSKI, certain City Employees, representatives of the Department Trucking Companies, and third parties affiliated with TOMCZAK, including political campaigns associated with certain government officials and political candidates;

B. Providing cash payments, campaign contributions and other things of value for the personal and financial benefit of TOMCZAK, WESOLOWSKI, certain City Employees and third parties affiliated with TOMCZAK, including political campaigns associated with certain government officials and political candidates; and

C. Diverting and otherwise using the resources of the City and the Department for the personal and financial benefit of TOMCZAK, WESOLOWSKI and third parties associated with TOMCZAK, including political campaigns associated with certain government officials and political candidates.

### **Means and Method of the Conspiracy**

31. It was part of the conspiracy that defendants TOMCZAK and WESOLOWSKI, as well as co-conspirators Roger McMahon, Flenory Barnes, Joseph Ignoffo, Leroy Peters, Commelie Peters, John Cannatello, Michael Harjung, Richard Coveliers, Debra Coveliers, Richard Rylewicz, Joan Policky, Individual K and representatives of the Department Trucking Companies and others, engaged in a scheme to defraud the people of the City and the City of money, property and the intangible right to the honest services of TOMCZAK, WESOLOWSKI and the City Employees, in

their respective capacities as City Employees, by means of materially false and fraudulent pretenses, representations, promises and material omissions, as more fully described in Count Two, paragraphs 3 through 31 of this indictment. Defendants TOMCZAK and WESOLOWSKI used and caused to be used the United States mails and other interstate carriers in furtherance of the scheme.

32. It was further part of the conspiracy that representatives of the Department Trucking Companies provided personal and financial benefits to, and for the benefit of, defendant TOMCZAK, WESOLOWSKI, the City Employees, and third parties affiliated with TOMCZAK, including political campaigns associated with certain government officials and political candidates, due to TOMCZAK's official position, and for the purpose of influencing and rewarding TOMCZAK in the exercise of his official authority relating to the HTP.

33. It was further part of the conspiracy that defendants TOMCZAK and WESOLOWSKI, as well as the City Employees, knowingly took actions in their respective official capacities to benefit the personal and financial interests of the Department Trucking Companies and their representatives while concealing, in violation of the law, the City Employees' financial relationship with the Department Trucking Companies and their representatives. Such concealment included the failure to disclose the cash payments and other things of value received by TOMCZAK, WESOLOWSKI and the City Employees from the Department Trucking Companies and their representatives.

34. It was further part of the conspiracy that, at the direction of, and with the authorization of defendants TOMCZAK and WESOLOWSKI, McMahon and Barnes solicited and collected cash payments and campaign contributions from representatives of the Department Trucking Companies, and delivered the payments to TOMCZAK and WESOLOWSKI, in return for, and in connection with, official acts taken by TOMCZAK to benefit the Department Trucking Companies.

35. It was further part of the conspiracy that defendants TOMCZAK and WESOLOWSKI, as well as the City Employees working at TOMCZAK's direction, committed and attempted to commit extortion, which extortion obstructed, delayed and affected commerce, by knowingly obtaining and attempting to obtain property in the form of payments and campaign contributions from certain representatives of Department Trucking Companies a) under color of official right; and b) induced by the wrongful use of actual and threatened fear of economic harm.

36. It was further part of the conspiracy that defendants TOMCZAK and WESOLOWSKI, and other agents of TOMCZAK, diverted, caused the diversion of and otherwise utilized City labor and resources for the personal benefit of TOMCZAK and third parties associated with TOMCZAK, including political campaigns associated with certain government officials and political candidates.

37. It was further part of the conspiracy that defendants TOMCZAK and WESOLOWSKI a) obstructed and attempted to obstruct the Grand Jury Investigation, b) tampered and attempted to tamper with potential grand jury witnesses, and c) otherwise misrepresented, concealed and hid, and caused to be misrepresented, concealed and hidden, the purposes of and acts done in furtherance of the conspiracy.

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

## COUNT TWO

The SPECIAL AUGUST 2003-2 GRAND JURY further charges:

1. The allegations in paragraphs 1–26 of Count One of this indictment are hereby realleged and incorporated herein as if fully set forth herein.

2. Beginning no later than approximately 1993 and continuing to approximately September 2004, in the Northern District of Illinois, Eastern Division, and elsewhere:

DONALD S. TOMCZAK,  
GERALD J. WESOLOWSKI,  
ROGER E. MCMAHON,  
FLENORY S. BARNES, SR.,  
JOSEPH S. IGNOFFO,  
LEROY S. PETERS,  
COMMELIE R. PETERS,  
JOHN E. CANNATELLO,  
NICOLA A. CANNATELLO,  
RICHARD A. COVELIERS,  
DEBRA J. COVELIERS,  
RICHARD P. RYLEWICZ,  
CHARLES M. ROMANO and  
JOAN POLICKY,

defendants herein, along with Michael J. Harjung, Trucking Representative 1 and others known and unknown to the Grand Jury, devised and intended to devise, and participated in, a scheme and artifice to defraud the people of the City, and the City, of money, property and the intangible right to the honest services of defendants TOMCZAK, WESOLOWSKI, MCMAHON, BARNES and other officials, employees and agents of the City and the Department, by means of materially false and fraudulent pretenses, representations, promises and material omissions, and in furtherance thereof used the United States mails and other interstate carriers, which scheme is further described in the following paragraphs:

### **Overview of Scheme**

3. It was part of the scheme that, beginning no later than 1993 and continuing until early 2004, defendant TOMCZAK, as well as defendants WESOLOWSKI and MCMAHON working at TOMCZAK's direction, performed and authorized official Department actions to benefit the financial interests of JOSEPH IGNOFFO, LEROY PETERS, COMMELIE PETERS, JOHN CANNATELLO, NICOLA CANNATELLO, RICHARD COVELIERS, DEBRA COVELIERS, JOAN POLICKY, CHARLES ROMANO, Michael Harjung, Trucking Representative 1, Individual K and the representatives of other Department Trucking Companies, including:

- A. Awarding, and authorizing the award of, assignments to perform HTP work for the Department; and
- B. Providing business opportunities in the selection, hiring, assigning and lay off process for HTP Department projects.

4. It was further part of the scheme that defendants JOSEPH IGNOFFO, LEROY PETERS, COMMELIE PETERS, JOHN CANNATELLO, along with Michael Harjung, Trucking Representative 1, Individual K, as well as the representatives of other Department Trucking Companies provided cash, campaign contributions and other things of value for the benefit of TOMCZAK, MCMAHON and WESOLOWSKI and third parties associated with TOMCZAK, with TOMCZAK knowing that such benefits were provided with intent to influence and reward TOMCZAK in the performance of his official acts related to the HTP. Such financial benefits from the representatives of the Department Trucking Companies were provided directly to TOMCZAK, as well as to TOMCZAK through WESOLOWSKI, MCMAHON and BARNES.

5. It was further part of the scheme that the Department Trucking Companies, through their representatives, and at TOMCZAK's direction, provided cash payments, campaign contributions and things of value totaling in excess of \$500,000 from 1993 through early 2004 to TOMCZAK and the City Employees. Such financial benefits included, but were not limited to, the following:

- A. Monetary payments and gifts for the benefit of defendants TOMCZAK, WESOLOWSKI and MCMAHON, which payments and gifts substantially and regularly exceeded \$50;
- B. Political contributions and other financial benefits provided by representatives of Department Trucking Companies at TOMCZAK's direction for the benefit of political campaigns with which TOMCZAK and other high-ranking government officials were associated, including Candidate A, Official B, Judicial Candidate C, Ward Organization D and Aldermanic Candidate E, among others.

6. It was further part of the scheme that defendant TOMCZAK, working through certain Department employees, including WESOLOWSKI, BARNES and others, diverted and otherwise utilized City and Department resources for the personal benefit of TOMCZAK and political campaigns with which TOMCZAK was associated. Such efforts directed and authorized by TOMCZAK, and performed by TOMCZAK, WESOLOWSKI, BARNES, and other Department employees, included:

- A. Awarding and promising the award of jobs and promotions in return for political work performed by Department employees;
- B. Conducting and coordinating political fundraising solicitations of certain City and Department vendors, including Department Trucking Companies, on behalf of certain political campaigns and organizations, including campaigns associated with Candidate A, Official B, Judicial Candidate C, Ward Organization D and Aldermanic Candidate E, among others;
- C. Authorizing overtime to certain Department employees as a reward for performing political work; and

- D. Permitting City employees to conduct maintenance, repair and rent collection for apartment buildings owned by TOMCZAK, some of which work was conducted on City time.

7. It was further part of the scheme that TOMCZAK, with the assistance of WESOLOWSKI, used cash proceeds from the representatives of the Department Trucking Companies for the personal use and benefit of TOMCZAK, as well as for the personal use and benefit of multiple individuals with whom TOMCZAK had personal relationships, including without limitation, a Department employee hereinafter referred to as Employee E and a Department employee hereinafter referred to as Employee F. Such proceeds were used to purchase and facilitate the purchase of vehicles, real estate, clothing, jewelry, meals, vacations, medical bills, entertainment and gambling expenditures.

**Payments Made on Behalf of Department Trucking Companies**

**Payments Made on Behalf of Ignoffo Trucking**

8. It was further part of the scheme that, beginning no later than the Fall of 1998, after an initial conversation between MCMAHON and IGNOFFO, IGNOFFO agreed to provide cash payments and other things of value through MCMAHON to TOMCZAK in return for, and in connection with, TOMCZAK authorizing and providing IGNOFFO ongoing business opportunities relating to the HTP. Thereafter, on periodic occasions through December 2003, IGNOFFO hand-delivered cash payments and campaign contributions to MCMAHON on behalf of, and for the benefit of, TOMCZAK, MCMAHON and third parties associated with TOMCZAK. IGNOFFO provided the cash payments and campaign contributions intending to influence and reward TOMCZAK in the performance of his official acts related to the HTP. As a result of TOMCZAK's

actions as it related to IGNOFFO, Ignoffo Trucking received HTP business on a regular basis in the Department.

Payments Made on Behalf of LR&C

9. It was further part of the scheme that, beginning in or about 1995, after an initial phone call from a Department official to LEROY PETERS, LEROY PETERS agreed to provide cash payments in return for, and in connection with, the Department authorizing and providing LR&C business relating to the HTP. Thereafter, at TOMCZAK's direction, on periodic occasions through December 2003, BARNES visited the LR&C offices to obtain cash payments and campaign contributions for the benefit of TOMCZAK and third parties associated with TOMCZAK. LEROY PETERS provided the cash payments and campaign contributions intending to influence and reward TOMCZAK in the performance of his official acts related to the HTP. As a result of TOMCZAK's actions as it related to LR&C, LR&C received HTP business on a regular basis in the Department.

10. It was further part of the scheme that, beginning in the late 1990's and continuing periodically until in or about June 2003, COMMELIE PETERS, on behalf of LR&C, occasionally provided TOMCZAK cash payments directly to BARNES, for the benefit of TOMCZAK. COMMELIE PETERS provided the cash payments intending to influence and reward TOMCZAK in the performance of his official acts related to the HTP. As a result of TOMCZAK's actions as it related to LR&C, LR&C received HTP business on a regular basis in the Department.

Payments Made on Behalf of GNA

11. It was further part of the scheme that, beginning no later than the mid 1990's and continuing thereafter through approximately late 2003, JOHN CANNATELLO agreed to provide cash payments and campaign contributions to TOMCZAK, including through MCMAHON, in

return for, and in connection with, TOMCZAK authorizing and providing GNA ongoing business opportunities relating to the HTP. Thereafter, on periodic occasions through approximately 2003, JOHN CANNATELLO hand-delivered cash payments and campaign contributions for the benefit of TOMCZAK and third parties associated with TOMCZAK. JOHN CANNATELLO provided the cash payments and campaign contributions intending to influence and reward TOMCZAK in the performance of his official acts related to the HTP. As a result of TOMCZAK's actions as it related to GNA, GNA received HTP business on a regular basis in the Department.

Payments Made on Behalf of Company C

12. It was further part of the scheme that, beginning in or about 1993, after an initial meeting between TOMCZAK, BARNES, Individual C, and another individual associated with Company C ("Trucking Representative 2"), Individual C and Trucking Representative 2 agreed to provide cash payments and other things of value to TOMCZAK in return for, and in connection with, TOMCZAK authorizing and providing Company C HTP business opportunities on a regular basis. Thereafter, on periodic occasions through December 2003, at TOMCZAK's direction, representatives of Company C hand-delivered cash payments and campaign contributions to BARNES, TOMCZAK and later WESOLOWSKI on behalf of, and for the benefit of, TOMCZAK and third parties associated with TOMCZAK. Individual C and Trucking Representative 2 provided the cash payments and campaign contributions intending to influence and reward TOMCZAK in the performance of his official acts related to the HTP. As a result of TOMCZAK and WESOLOWSKI's actions as it related to Company C, Company C received HTP business on a regular basis in the Department.

Payments Made On Behalf of Cayla

\_\_\_\_\_13. It was further part of the scheme that, beginning no later than early 1999, after an initial conversation between TOMCZAK and Michael Harjung, Harjung, with the knowledge and agreement of RICHARD COVELIERS and DEBRA COVELIERS, agreed to provide cash payments to TOMCZAK in return for, and in connection with, TOMCZAK authorizing and providing Cayla ongoing business opportunities relating to the HTP. Thereafter, on periodic occasions through early 2004, Harjung hand-delivered cash payments, typically every two weeks, to TOMCZAK and later WESOLOWSKI. Harjung obtained the cash payments to pay TOMCZAK by receiving cash from RICHARD COVELIERS and DEBRA COVELIERS, which cash was taken from Cayla's bank accounts. As a result of TOMCZAK's actions as it related to Cayla, Cayla received HTP business on a regular basis in the Department. DEBRA COVELIERS and RICHARD RYLEWICZ assisted in concealing the cash payments to TOMCZAK.

Payments Made on Behalf of Garfield

14. It was further part of the scheme that, beginning no later than 2002, after an initial conversation between TOMCZAK and Michael Harjung, Harjung, with the knowledge and agreement of RICHARD RYLEWICZ, JOAN POLICKY and CHARLES ROMANO, agreed to provide cash payments to TOMCZAK in return for, and in connection with, TOMCZAK authorizing and providing Garfield ongoing business opportunities relating to the HTP. Thereafter, on periodic occasions through early 2004, Harjung hand-delivered cash payments, typically every two weeks, to TOMCZAK and later WESOLOWSKI. Harjung obtained the cash payments to pay TOMCZAK by receiving cash from JOAN POLICKY, which cash was taken from Garfield's bank accounts. As a result of TOMCZAK's actions as it related to Garfield, Garfield received HTP business on a

regular basis in the Department. JOAN POLICKY and RICHARD RYLEWICZ assisted in concealing the cash payments to TOMCZAK.

Payments Made on Behalf of Representative 1's Companies

\_\_\_\_\_15. It was further part of the scheme that, beginning no later than the mid 1990's and continuing to at least the late 1990s, Trucking Representative 1 provided cash payments and other things of value to TOMCZAK in return for, and in connection with, TOMCZAK authorizing and providing Representative 1's Companies ongoing business opportunities relating to the HTP. Thereafter, on approximately a monthly basis, Trucking Representative 1 hand-delivered cash payments to, and for the benefit of, TOMCZAK. Trucking Representative 1 provided the cash payments intending to influence and reward TOMCZAK in the performance of his official acts related to the HTP. As a result of TOMCZAK's actions as it related to Representative 1's Companies, Representative 1's Companies received HTP business on a regular basis in the Department.

Payments Made on Behalf of Company K

16. It was further part of the scheme that, on at least two occasions between 2001 and 2003, Individual K made campaign contributions and cash payments to WESOLOWSKI, in return for, and in connection with, WESOLOWSKI authorizing and providing Company K ongoing business opportunities relating to the HTP. Individual K provided the cash payments and campaign contributions intending to influence and reward WESOLOWSKI in the performance of his official acts related to the HTP. As a result of WESOLOWSKI's actions as it related to Company K, Company K received preferential treatment relating to HTP business in the Department.

### Payments Made by Other Department Companies

17. It was further part of the scheme that, from the mid 1990's through late 2003, MCMAHON, on behalf of TOMCZAK, solicited and otherwise obtained cash payments, campaign contributions and/or other things of value from representatives of Trucking Company E, Trucking Company F, Trucking Company G, Trucking Company H and Trucking Company I. On periodic occasions through 2003, representatives of Trucking Company E, Trucking Company F, Trucking Company G, Trucking Company H and Trucking Company I provided the cash payments, campaign contributions and/or other things of value to MCMAHON, for the benefit of TOMCZAK, intending to influence and reward TOMCZAK in the performance of his official acts related to the HTP. As a result of TOMCZAK's actions as it related to Trucking Company D, Trucking Company E, Trucking Company F, Trucking Company G, Trucking Company H and Trucking Company I, each received HTP business on a regular basis in the Department.

### Attempts to Establish HTP Trucking Company on Behalf of Employee E

18. It was further part of the scheme that, in or about 1993, TOMCZAK approached Employee E and encouraged Employee E to establish a trucking company for the purpose of TOMCZAK steering HTP work of the Department to Employee E's company.

19. It was further part of the scheme that TOMCZAK took Employee E to the premises of Representative 1's Companies and indicated that Representative 1 could provide a truck for proposed Employee E's company. At a subsequent time, TOMCZAK showed Employee E a photograph of a truck with the name of Employee E's proposed company on the door of the truck.

20. It was further part of the scheme that, after initially indicating that Employee E would need to leave City employment to establish the trucking company, TOMCZAK later informed Employee E that Employee E would not need to leave City employment in order to operate the trucking company as an HTP company and that TOMCZAK would take care of any potential problems that might arise due to Employee E participating in the operations of a trucking company while a City employee.

21. It was further part of the scheme that TOMCZAK told Employee E that a relative of TOMCZAK's would assist in the formation and operation of Employee E's company.

22. It was further part of the scheme that TOMCZAK, TOMCZAK's relative and Employee E met with attorneys and established a corporation in furtherance of starting a trucking company. After the formation of the corporation and registering it with the State of Illinois, Employee E decided not to further pursue the company and thus the company never received HTP work.

#### Acts Of Concealment And Obstruction

23. It was further part of the scheme that, from in or about late September 2004 through October 2004, defendants TOMCZAK and WESOLOWSKI obstructed and attempted to obstruct the grand jury investigation, tampered and attempted to tamper with potential government witnesses, including without limitation, Individual C and Employee F.

24. It was further part of the scheme that, in or about July 2004, defendants RICHARD COVELIERS and DEBRA COVELIERS, along with Michael Harjung, corruptly persuaded and engaged in misleading conduct toward Cayla Official A, a potential witness, who thereafter told material false statements to federal investigators in a July 2004 interview.

25. It was further part of the scheme that defendants TOMCZAK, WESOLOWSKI and the City Employees failed to disclose the receipt of any gifts, cash payments or campaign contributions from the Department Trucking Companies on their respective Statements of Economic Interest, filed annually with the City Board of Ethics.

26. It was further part of the scheme that defendants TOMCZAK, WESOLOWSKI, MCMAHON, BARNES, IGNOFFO, LEROY PETERS, COMMELIE PETERS, JOHN CANNATELLO, NICOLA CANNATELLO, RICHARD COVELIERS, DEBRA COVELIERS, RICHARD RYLEWICZ, JOAN POLICKY, CHARLES ROMANO, along with Michael Harjung, Individual K and representatives of Department Trucking Companies misrepresented, concealed and hid, and caused to be misrepresented, concealed and hidden, the purposes of and acts done in furtherance of the scheme.

**Using Department Resources for Personal and Political Gain**

\_\_\_\_\_27. At times material to this indictment:

A. TOMCZAK designated certain Department employees, including WESOLOWSKI, BARNES, Employee E, a Department employee hereinafter referred to as Employee A, and a Department employee hereinafter referred to as Employee B, as coordinators for political activity TOMCZAK organized on behalf of certain political campaigns and candidates.

B. TOMCZAK, through his coordinators, assembled in excess of 100 Department employees for certain political efforts on behalf of candidates for various City, county, state and federal offices (hereinafter the "TOMCZAK Political Organization"), including political campaigns affiliated with Candidate A, Official B, Judicial Candidate C, Aldermanic Candidate E and Congressional Candidate F, among others. The Department employees typically performed voter

outreach efforts, including passing petitions, providing phone banking services, passing campaign literature door-to-door and providing election day assistance.

\_\_\_\_\_28. It was further part of the scheme that, for certain members of the TOMCZAK Political Organization, including BARNES, Employee A, Employee E and others, TOMCZAK offered and authorized the award of salary increases and promotions in return for political work performed in support of the TOMCZAK Political Organization.

29. It was further part of the scheme that TOMCZAK, working through WESOLOWSKI, MCMAHON, a Department employee hereinafter referred to as Employee C and others, conducted and coordinated political fundraising solicitations of City and Department vendors, on behalf of campaigns and organizations, including campaigns associated with Candidate A, Official B, Judicial Candidate C, Ward Organization D and Aldermanic Candidate E, among others.

30. It was further part of the scheme that, for certain members of the TOMCZAK Political Organization, including Employee C, Employee E and a Department employee hereinafter referred to as Employee D, TOMCZAK offered and authorized overtime for Department employees as a reward for political work performed in support of the TOMCZAK Political Organization.

31. It was further part of the scheme that TOMCZAK permitted and directed certain City employees, including Employee A, to conduct maintenance, repair and rent collection work on two apartment buildings owned by TOMCZAK, some of which work was conducted on City time.

32. On or about March 11, 2002, at Chicago, in the Northern District of Illinois, Eastern Division,

DONALD TOMCZAK and  
GERALD WESOLOWSKI,

defendants herein, along with Individual C, for the purpose of executing the aforesaid scheme, and attempting to do so, did knowingly cause to be delivered by mail according to the direction thereon an envelope containing a City warrant addressed to Company C at a Chicago, Illinois address,

In violation of Title 18, United States Code, Sections 1341, 1346 and 2.

**COUNT THREE**

The SPECIAL AUGUST 2003-2 GRAND JURY further charges:

1. The allegations in paragraphs 1–31 of Count Two of this indictment are hereby realleged and incorporated herein as if fully set forth herein.

2. On or about January 23, 2003, at Chicago, in the Northern District of Illinois, Eastern Division,

DONALD TOMCZAK,  
ROGER MCMAHON and  
JOSEPH S. IGNOFFO,

defendants herein, for the purpose of executing the aforesaid scheme, and attempting to do so, did knowingly cause to be delivered by mail according to the direction thereon an envelope containing a City warrant addressed to Ignoffo Trucking at a Chicago, Illinois, address,

In violation of Title 18, United States Code, Sections 1341, 1346 and 2.



#### **COUNT FOUR**

The SPECIAL AUGUST 2003-2 GRAND JURY further charges:

1. The allegations in paragraphs 1–31 of Count Two of this indictment are hereby realleged and incorporated herein as if fully set forth herein.

2. On or about October 24, 2000, at Chicago, in the Northern District of Illinois, Eastern Division,

DONALD TOMCZAK,  
FLENORY BARNES and  
LEROY PETERS,

defendants herein, for the purpose of executing the aforesaid scheme, and attempting to do so, did knowingly cause to be delivered by mail according to the direction thereon an envelope containing a City warrant addressed to LR&C at a Blue Island, Illinois, address,

In violation of Title 18, United States Code, Sections 1341, 1346 and 2.

**COUNT FIVE**

The SPECIAL AUGUST 2003-2 GRAND JURY further charges:

1. The allegations in paragraphs 1–31 of Count Two of this indictment are hereby realleged and incorporated herein as if fully set forth herein.

2. On or about March 1, 2003, at Chicago, in the Northern District of Illinois, Eastern Division,

DONALD TOMCZAK and  
COMMELIE PETERS,

defendants herein, along with Flenory Barnes, for the purpose of executing the aforesaid scheme, and attempting to do so, did knowingly cause to be delivered by mail according to the direction thereon an envelope containing a City warrant addressed to LR&C at a Blue Island, Illinois, address,

In violation of Title 18, United States Code, Sections 1341, 1346 and 2.



**COUNT SIX**

The SPECIAL AUGUST 2003-2 GRAND JURY further charges:

1. The allegations in paragraphs 1–31 of Count Two of this indictment are hereby realleged and incorporated herein as if fully set forth herein.

2. On or about November 26, 2003, at Chicago, in the Northern District of Illinois, Eastern Division,

DONALD TOMCZAK,  
GERALD WESOLOWSKI,  
RICHARD COVELIERS,

defendants herein, along with Michael Harjung and Debra Coveliers, for the purpose of executing the aforesaid scheme, and attempting to do so, did knowingly cause to be delivered by mail according to the direction thereon an envelope containing a City warrant addressed to Cayla at a Chicago, Illinois, address,

In violation of Title 18, United States Code, Sections 1341, 1346 and 2.

**COUNT SEVEN**

The SPECIAL AUGUST 2003-2 GRAND JURY further charges:

1. The allegations in paragraphs 1–31 of Count Two of this indictment are hereby realleged and incorporated herein as if fully set forth herein.

2. On or about October 14, 2003, at Chicago, in the Northern District of Illinois, Eastern Division,

DONALD TOMCZAK,  
GERALD WESOLOWSKI,  
RICHARD RYLEWICZ,  
CHARLES ROMANO and  
JOAN POLICKY,

defendants herein, along with Michael Harjung, for the purpose of executing the aforesaid scheme, and attempting to do so, did knowingly cause to be delivered by mail according to the direction thereon an envelope containing a City warrant addressed to Garfield at a Chicago, Illinois, address,

In violation of Title 18, United States Code, Sections 1341, 1346 and 2.

**COUNT EIGHT**

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The SPECIAL AUGUST 2003-2 GRAND JURY further charges:

1. The allegations in paragraphs 1–31 of Count Two of this indictment are hereby realleged and incorporated herein as if fully set forth herein.

2. On or about January 16, 2003, at Chicago, in the Northern District of Illinois, Eastern Division,

DONALD TOMCZAK and  
JOHN CANNATELLO,

defendants herein, for the purpose of executing the aforesaid scheme, and attempting to do so, did knowingly cause to be delivered by mail according to the direction thereon an envelope containing a City warrant addressed to GNA at a Palos Park, Illinois, address,

In violation of Title 18, United States Code, Sections 1341, 1346 and 2.

**COUNT NINE**

\_\_\_\_\_The SPECIAL AUGUST 2003-2 GRAND JURY further charges:

1. The allegations in paragraphs 1 and 9-10 of Count One of this indictment are hereby realleged and incorporated herein as if fully set forth herein.

2. At times material to the indictment:

**City of Chicago's MBE/WBE Procurement Program**

A. Pursuant to a City Ordinance, the City established a MBE/WBE Procurement Program to promote minority and women owned businesses by modifying City procurement practices and policies (the "MBE/WBE Ordinance"). The MBE/WBE Ordinance established an overall goal of annually awarding not less than twenty-five percent (25%) and five percent (5%) of the total annual dollar value of all City contracts to MBEs and WBEs, respectively.

B. Under the MBE/WBE Ordinance and regulations promulgated thereunder, to participate in the MBE/WBE Procurement Program, a minority or women owned business was required to be certified as an MBE/WBE by the City. In order to be City-certified as an MBE/WBE company, a minority or women owned applicant company was required to submit a MBE/WBE certification application and all required documentation to the City demonstrating, among other things, that the applicant company met certain ownership and managerial requirements, including:

- 1) that at least 51% of the company was owned and controlled by one or more minorities, women or socially and economically disadvantaged individuals, and that the ownership and control was real, continuing and beyond the pro forma ownership as reflected in ownership documents;
- 2) that the management and daily business operations of the company were controlled by one or more such individuals, who possessed the power to direct company policies and objectives and make all substantive, day-to-day decisions, and that primary responsibility for

these functions was not vested in someone who was not a minority or a woman; and

- 3) that the company was a viable, independent business and the minority or female principal of the company possessed the resources and expertise to operate in the company's area of speciality, without substantial reliance upon finances, resources, expertise, manpower, facilities, equipment, etc. of non-minority or non-women businesses.

C. The City's MBE/WBE Procurement Program was administered by the Department of Procurement Services (formerly the Department of Purchases, Contracts and Supplies), hereinafter "DPS", which, among other things, was responsible for the initial certification and subsequent annual re-certification of minority and women owned business enterprises.

D. Beginning in or about 1998, the Department and other operating departments using the HTP relied upon the MBE and WBE certifications in making HTP hiring and layoff decisions in order to attain the MBE and WBE goals of the MBE/WBE Ordinance. Further, the Department monitored utilization of MBE and WBE companies on a regular basis in order to attain the MBE and WBE goals of the MBE/WBE Ordinance. Beginning in or about late 1997, the DPS increased efforts to attain the MBE and WBE goals of the MBE/WBE Ordinance.

E. Beginning in or about 1993, GNA became enrolled in the HTP. Initially, GNA was not registered as a WBE.

F. At times material to this indictment, JOHN CANNATELLO, the husband of NICOLA CANNATELLO, was a principal operating agent of GNA who was active in the day-to-day operations of GNA. Among other things, JOHN CANNATELLO had decision making authority to act on behalf of GNA and did act on behalf of GNA with respect to: 1) hiring and firing of truck drivers; 2) marketing and sales efforts relating to the City, GNA's sole customer, and Department personnel; 3) dispatching GNA trucks and its drivers; 4) repairing GNA trucks and other truck-

related matters; 5) purchasing and selling GNA trucks; 6) leasing arrangements regarding GNA facilities; and 7) other operating matters.

3. Beginning no later than approximately December 1998 and continuing to approximately the Summer 2004, in the Northern District of Illinois, Eastern Division, and elsewhere:

JOHN CANNATELLO, and  
NICOLA CANNATELLO,

defendants herein, along with GNA Official A, and others known and unknown to the Grand Jury, devised and intended to devise, and participated in, a scheme and artifice to defraud the people of the City, and the City, of money and property, by means of materially false and fraudulent pretenses, representations, promises and material omissions relating to the City's Minority and Women Owned Business Enterprise ("MBE/WBE") Procurement Program, and in furtherance thereof used the United States mails and other interstate carriers, which scheme is further described in the following paragraphs:

4. It was part of the scheme that, on or about December 2, 1998, JOHN CANNATELLO, NICOLA CANNATELLO and GNA Official A caused to be submitted a false and fraudulent "Certification Declaration Affidavit" to the City for purposes of being considered for entry into the MBE/WBE Procurement Program. The declaration was signed by NICOLA CANNATELLO subject to the penalty of perjury and provided the following:

A. GNA had been in business since 1987, and NICOLA CANNATELLO and GNA Official A were each 50% owners of GNA, with each devoting 100% of their time to GNA.

B. As to operations and control of GNA, NICOLA CANNATELLO and GNA Official A divided all operational responsibilities, including hiring and firing of personnel,

supervision of field staff, marketing and sales operations, financing decisions and all operational decisions.

C. NICOLA CANNATELLO stated “[t]his is a 100% women owned, directed and controlled business. Shared by owners who are mother and [GNA Official A] who manage and direct the business on a daily basis. One in the AM and one in the PM. All business is being conducted with the City of Chicago which lease the vehicles that are assigned to the Water Dept., Sewer Dept. and Streets and Sanitation.”

5. It was further part of the scheme that, on January 7, 1999, during the original DPS site visit process, NICOLA CANNATELLO falsely and fraudulently told a DPS investigator that she did “everything” for GNA, including payroll, purchasing and dispatch. NICOLA CANNATELLO further falsely and fraudulently represented that she alone made the day-to-day decisions on matters of management, policy and operations of the business. Following this process and based on the representations made by representatives of GNA, the City certified GNA as a WBE.

6. It was further part of the scheme, that following the WBE certification by the City through 2004, GNA, principally through the efforts of JOHN CANNATELLO, obtained over \$4.0 million in City revenues as a certified WBE, including at least \$2.0 million in revenue associated with HTP business of the Department.

7. It was further part of the scheme that, in or about March 2002, during the follow-up site visit process, NICOLA CANNATELLO falsely and fraudulently reported, in a phone interview to a DPS investigator, that she and GNA Official A were the sole owners and operators of GNA, and that they handled all day-to-day affairs of the business.

8. It was further part of the scheme that, for each year from 2000 through 2004, NICOLA CANNATELLO, JOHN CANNATELLO and GNA Official A caused to be filed “No Change Affidavits” with the City falsely and fraudulently reaffirming that: a) NICOLA CANNATELLO and GNA Official A exclusively owned and operated GNA; and b) that there had been no changes to ownership or operations.

9. It was further part of the scheme that, on March 10, 2004, NICOLA CANNATELLO falsely and fraudulently told federal agents that JOHN CANNATELLO was never involved in the business operations of GNA but rather only helped out on maintenance of trucks.

10. It was further part of the scheme that, on July 9, 2004, NICOLA CANNATELLO falsely and fraudulently told federal agents that NICOLA CANNATELLO and GNA Official A ran GNA.

11. It was further part of the scheme that, in or about the Summer 2004, after federal investigators had interviewed NICOLA CANNATELLO, JOHN CANNATELLO told Trucking Witness A that if anyone wants to know anything about GNA, NICOLA CANNATELLO was the owner of GNA and they should contact her. For the first time, JOHN CANNATELLO further indicated that operational matters he had previously handled must be dealt with by NICOLA CANNATELLO.

12. It was further part of the scheme that defendants JOHN CANNATELLO and NICOLA CANNATELLO misrepresented, concealed and hid, and caused to be misrepresented, concealed and hidden, the purposes of and acts done in furtherance of the scheme.

13. On or about November 3, 2003, at Chicago, in the Northern District of Illinois, Eastern Division, and elsewhere,

JOHN CANNATELLO and  
NICOLA CANNATELLO,

defendants herein, and GNA Official A, for the purpose of executing the aforesaid scheme, and attempting to do so, did knowingly cause to be delivered by mail according to the direction thereon an envelope containing a City warrant addressed to GNA at a Palos Park, Illinois, address,

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

**COUNT TEN**

The SPECIAL AUGUST 2003-2 GRAND JURY further charges:

1. The allegations in paragraphs 1–31 of Count Two of this indictment are hereby realleged and incorporated herein as if fully set forth herein.

2. On or about March 2, 2001, at Chicago, in the Northern District of Illinois, Eastern Division,

DONALD TOMCZAK,

defendant herein, along with Roger McMahon and Individual E, for the purpose of executing the aforesaid scheme, and attempting to do so, did knowingly cause to be delivered by mail according to the direction thereon an envelope containing a City warrant addressed to Company E at a Chicago, Illinois, address,

In violation of Title 18, United States Code, Sections 1341, 1346 and 2.



**COUNT ELEVEN**

The SPECIAL AUGUST 2003-2 GRAND JURY further charges:

1. The allegations in paragraphs 1–18 of Count One of this indictment are hereby realleged and incorporated herein as if fully set forth herein.

2. From in or about January 2002 to in or about December 2002, at Chicago, in the Northern District of Illinois, Eastern Division,

DONALD TOMCZAK and  
GERALD WESOLOWSKI,

defendants herein, being agents of the City, corruptly solicited and demanded for their own benefit and the benefit of their political associates, and accepted and agreed to accept things of value from representatives of Department Trucking Companies, intending to be influenced or rewarded in connection with the awarding of City trucking business in a series of transactions having a value of \$5,000 or more, involving the City, being an agency that received in excess of \$10,000 in federal funding in a twelve-month period from January 1, 2002, to December 31, 2002,

In violation of Title 18, United States Code, Section 666(a)(1)(B).

**COUNT TWELVE**

The SPECIAL AUGUST 2003-2 GRAND JURY further charges:

1. The allegations in paragraphs 1–3 and 7-8 of Count One of this indictment are hereby realleged and incorporated herein as if fully set forth herein.

2. From in or about January 2002 to in or about December 2002, at Chicago, in the Northern District of Illinois, Eastern Division,

LEROY PETERS and  
COMMELIE PETERS,

did corruptly give, offer and agree to give things of value, with the intent to influence or reward one or more Department officials, being agents of the City, in connection with the awarding of City trucking business in a series of transactions involving any thing of value of \$5,000 or more, with the City being an agency that received in excess of \$10,000 in federal funding in a twelve-month period from January 1, 2002, to December 31, 2002,

In violation of Title 18, United States Code, Section 666(a)(2).

**COUNT THIRTEEN**

The SPECIAL AUGUST 2003-2 GRAND JURY further charges:

1. The allegations in paragraphs 1–3 and 11, 14-16 of Count One of this indictment are hereby realleged and incorporated herein as if fully set forth herein.

2. From in or about January 2003 to in or about December 2003, at Chicago, in the Northern District of Illinois, Eastern Division,

RICHARD RYLEWICZ and  
JOAN POLICKY,

defendants herein, along with Michael Harjung and Charles Romano, did corruptly give, offer and agree to give things of value, with the intent to influence or reward one or more Department officials, being agents of the City, in connection with the awarding of City trucking business in a series of transactions involving any thing of value of \$5,000 or more, with the City being an agency that received in excess of \$10,000 in federal funding in a twelve-month period from January 1, 2003, to December 31, 2003,

In violation of Title 18, United States Code, Section 666(a)(2).

## COUNT FOURTEEN

The SPECIAL AUGUST 2003-2 GRAND JURY further charges:

1. The allegations in Paragraphs 1-4 and 18A of Count One of this indictment are hereby realleged and incorporated herein as if fully set forth herein.

2. The SPECIAL AUGUST 2003-2 GRAND JURY, in connection with Grand Jury Investigation No. 02 GJ 1348, was conducting an investigation into possible violations of Title 18, United States Code, Sections 666, 1001, 1341, 1346, 1503, 1951, 1963, among other violations of federal law.

3. By no later than early September 2004, it was material to the Grand Jury Investigation whether or not representatives of Department Trucking Companies, including Individual C, provided cash payments, campaign contributions or other things of value to City Employees, including WESOLOWSKI and TOMCZAK.

4. On or about September 22, 2004, Roger McMahon was arrested by federal agents. During the course of post-arrest statements, McMahon acknowledged that he solicited and obtained cash payments and campaign contributions on behalf of, and at the direction of, TOMCZAK. McMahon further acknowledged handwriting a document (hereinafter the "2002 Campaign Document") that summarized the campaign contributions McMahon and WESOLOWSKI were to obtain on behalf of TOMCZAK from representatives of certain Department Trucking Companies, including Company C.

5. On or about September 24, 2004, defendants TOMCZAK and WESOLOWSKI learned that McMahon had been interviewed by federal agents regarding his knowledge of certain Department Trucking Companies, and that federal investigators had asked questions about the 2002 Campaign Document, as well as Company C, among other Department Trucking Companies.

6. From on or about September 27, 2004 through on or about September 29, 2004, in Chicago, Illinois, Northern District of Illinois, Eastern Division,

DONALD TOMCZAK, and  
GERALD WESOLOWSKI,

defendants herein, endeavored to influence, obstruct, and impede the due administration of justice; namely, that defendants TOMCZAK and WESOLOWSKI, knowing that the Grand Jury Investigation was probing, among other things, the financial relationship between Department Trucking Companies and City Employees, 1) on September 27, 2004, directed and requested Individual C that, with regard to inquiries by federal investigators, Individual C keep quiet; 2) on September 29, 2004, directed and advised Individual C that federal investigators were unaware that Individual C had provided envelopes to WESOLOWSKI and TOMCZAK,

In violation of Title 18, United States Code, Sections 1503(a) and 2.

**COUNT FIFTEEN**

The SPECIAL AUGUST 2003-2 GRAND JURY further charges:

1. The allegations in Paragraphs 1-5 of Count Fourteen of this indictment are hereby realleged and incorporated herein as if fully set forth herein.

2. From on or about September 27, 2004, through on or about September 29, 2004, in Chicago, Illinois, Northern District of Illinois, Eastern Division,

DONALD TOMCZAK, and  
GERALD WESOLOWSKI,

defendants herein, corruptly persuaded another person, and engaged in misleading conduct toward another person, namely, Individual C, and attempted to do the same, with the intent to hinder, delay, and prevent the communication to a law enforcement officer of the United States of information relating to the commission or possible commission of a federal offense in violation of federal law,

In violation of Title 18, United States Code, Sections 1512(b)(3) and 2.

**COUNT SIXTEEN**

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The SPECIAL AUGUST 2003-2 GRAND JURY further charges:

1. The allegations in Paragraphs 1-3 and 11-13 of Count One of this indictment are hereby realleged and incorporated herein as if fully set forth herein.

2. In or about July 2004, in Chicago, Illinois, Northern District of Illinois, Eastern Division,

DEBRA COVELIERS,

defendant herein, along with Richard Coveliers, corruptly persuaded another person, and engaged in misleading conduct toward another person, namely, Cayla Official A, and attempted to do the same, with the intent to hinder, delay, and prevent the communication to a law enforcement officer of the United States of information relating to the commission or possible commission of a federal offense in violation of federal law,

In violation of Title 18, United States Code, Sections 1512(b)(3) and 2.

**COUNT SEVENTEEN**

\_\_\_\_\_The SPECIAL AUGUST 2003-2 GRAND JURY further charges:

1. The allegations in paragraphs 1-5 and 7-8 of Count One of this indictment are hereby realleged and incorporated herein as if fully set forth herein.

2. The SPECIAL AUGUST 2003-2 GRAND JURY, in connection with Grand Jury Investigation No. 02 GJ 1348, was conducting an investigation into possible violations of Title 18, United States Code, Sections 666, 1001, 1341, 1346, 1503, 1951, 1962, among other violations of federal law.

3. By no later than early September 2004, it was material to the Grand Jury Investigation whether or not Department Trucking Companies or their representatives, including LR&C, provided cash payments, campaign contributions or other things of value to City Employees, including any Department employees.

4. On or about September 23, 2004, at Chicago, in the Northern District of Illinois, Eastern Division,

COMMELIE PETERS,

defendant herein, was placed under oath before testifying and was advised that her testimony was subject to the penalties of perjury before the SPECIAL AUGUST 2003-2 GRAND JURY in connection with Grand Jury Investigation No. 02 GJ 1348;

5. Defendant COMMELIE PETERS knowingly made false material declarations by stating, in substance, the following:

A. She personally never gave cash or gifts of any kind to any city employees relating to the HTP.

B. No city employee ever asked for money for the employee's "personal" use (as opposed to solicitations for cash campaign contributions).

WHEREAS, in truth and fact, as defendant COMMELIE PETERS then well knew:

A. On at least five occasions through approximately June 2003, COMMELIE PETERS provided cash payments to Flenory Barnes, a City Employee, with the understanding that the payments were for the personal use of a City employee. COMMELIE PETERS further understood that said payments permitted LR&C to keep and maintain HTP business opportunities in the Department.

B. From at least the late 1990s through approximately June 2003, Flenory Barnes came to the LR&C facility and picked up an envelope of cash, which cash COMMELIE PETERS typically obtained by withdrawing funds from the LR&C business account.

In violation of Title 18, United States Code, Section 1623.

**COUNT EIGHTEEN**

\_\_\_\_\_The SPECIAL AUGUST 2003-2 GRAND JURY further charges:

1. The allegations in paragraphs 1 and 9-10 of Count One of this indictment are hereby realleged and incorporated herein as if fully set forth.

2. The following matters, among others, were material to the SPECIAL AUGUST 2003-2 GRAND JURY's investigation concerning the HTP:

A. Whether the individual(s) listed on documents submitted to the City as owning, operating, and controlling companies participating in the HTP and/or MBE/WBE Procurement Program were, in fact, substantially participating in the ownership, operation, or control of the companies;

B. Whether individuals not listed on documents submitted to the City as owning, operating, and controlling companies participating in the HTP and/or MBE/WBE Procurement Program were, in fact, substantially participating in the ownership, operation, or control of the companies; and

C. Whether current and/or former City officials and employees participated in the ownership, operation, or control of, or otherwise had a financial or hidden interest in, companies participating in the HTP.

D. The nature and scope of the personal and financial relationships between representatives of trucking companies participating in the HTP and current and former City officials and employees;

E. Whether representatives of companies participating in the HTP gave cash, checks, loans, gifts, political contributions, or other things of value to current and former City officials and employees;

F. Whether current and former City officials and employees performed favors or secured HTP business for companies participating in the HTP, in exchange for or in connection with cash, checks, loans, gifts, political contributions, or other things of value; and

G. Whether the offering or receipt of cash, checks, loans, gifts, political contributions, or other things of value were concealed through the actions of companies participating in the HTP and/or current and former City officials and employees.

3. At times material to this indictment, JOHN CANNATELLO was actively involved in the business operations of GNA. Among other things, JOHN CANNATELLO had decision making authority to act on behalf of GNA and did act on behalf of GNA with respect to: 1) hiring and firing of truck drivers; 2) marketing and sales efforts relating to the City, GNA's sole customer, and Department personnel; 3) dispatching GNA trucks and its drivers; 4) repairing GNA trucks and other truck-related matters; 5) purchasing and selling GNA trucks; 6) leasing arrangements regarding GNA facilities; and 7) other operating matters.

4. On or about March 10, 2004, in Chicago, Illinois, in the Northern District of Illinois, Eastern Division, and elsewhere,

NICOLA CANNATELLO,

defendant herein, did knowingly and willfully make materially false, fictitious and fraudulent statements and representations in a matter within the jurisdiction of the Federal Bureau of Investigation, an agency within the executive branch of the Government of the United States, in that defendant falsely stated that JOHN CANNATELLO was never involved in the business operations of GNA but rather only helped out on maintenance of trucks.

In violation of Title 18, United States Code, Section 1001(a)(2).

**COUNT NINETEEN**

\_\_\_\_\_The SPECIAL AUGUST 2003-2 GRAND JURY further charges:

1. The allegations in paragraphs 1 and 11-13 of Count One, and paragraphs 1-3 of Count Eighteen of this indictment are hereby realleged and incorporated herein as if fully set forth.

2. At times material to this indictment RICHARD COVELIERS was a full-time City employee and active in the operations of Cayla.

3. On or about January 28, 2005, in Chicago, Illinois, in the Northern District of Illinois, Eastern Division,

RICHARD COVELIERS,

defendant herein, did knowingly and willfully make materially false, fictitious and fraudulent statements and representations in a matter within the jurisdiction of the Department of Labor, Office of Inspector General, an agency within the executive branch of the Government of the United States, in that defendant falsely stated that: 1) he had nothing to do with Cayla Trucking; 2) he was not aware of anyone associated with Cayla giving money to a City official or employee; 3) he never had any ownership or financial interest in a trucking company.

In violation of Title 18, United States Code, Section 1001(a)(2).

**COUNT TWENTY**

\_\_\_\_\_The SPECIAL AUGUST 2003-2 GRAND JURY further charges:

1. The allegations in paragraphs 1 and 14-16 of Count One, and paragraphs 1-2 of Count Eighteen of this indictment are hereby realleged and incorporated herein as if fully set forth.

2. At times material to this count of the indictment, JOAN POLICKY was actively involved in the operations of Garfield.

3. On or about February 18, 2005, in Berwyn, Illinois, in the Northern District of Illinois, Eastern Division,

JOAN POLICKY,

defendant herein, did knowingly and willfully make materially false, fictitious and fraudulent statements and representations in a matter within the jurisdiction of the United States Postal Inspection Service, an agency within the executive branch of the Government of the United States, in that defendant falsely stated that 1) she alone owned, operated and managed Garfield; 2) there were no other investors in Garfield; 3) she was not aware of anyone affiliated with Garfield making payments to Tomczak or any other City employee and 4) no City employee placed a truck in Garfield's name.

In violation of Title 18, United States Code, Section 1001(a)(2).

**COUNT TWENTY-ONE**

\_\_\_\_\_The SPECIAL AUGUST 2003-2 GRAND JURY further charges:

1. The allegations in paragraphs 1 and 14-16 of Count One, and paragraphs 1-2 of Count Eighteen of this indictment are hereby realleged and incorporated herein as if fully set forth.

2. At times material to this count of the indictment, RICHARD RYLEWICZ was an accountant who performed financial tasks on behalf of Garfield.

3. On or about February 18, 2005, in Berwyn, Illinois, in the Northern District of Illinois, Eastern Division,

RICHARD RYLEWICZ,

defendant herein, did knowingly and willfully make materially false, fictitious and fraudulent statements and representations in a matter within the jurisdiction of the United States Postal Inspection Service, an agency within the executive branch of the Government of the United States, in that defendant falsely stated that 1) Joan Policky alone owned, operated and managed Garfield; 2) there were no other investors in Garfield other than Joan Policky; 3) he was not aware of anyone affiliated with Garfield making payments to Tomczak or any other City employee and 4) no City employee placed a truck in Garfield's name.

In violation of Title 18, United States Code, Section 1001(a)(2).

**COUNT TWENTY-TWO**

\_\_\_\_\_The SPECIAL AUGUST 2003-2 GRAND JURY further charges:

1. The allegations in paragraphs 1 and 14-16 of Count One, and paragraphs 1-2 of Count Eighteen of this indictment are hereby realleged and incorporated herein as if fully set forth.

2. At times material to this count of the indictment, RICHARD RYLEWICZ was an accountant who performed financial tasks on behalf of Garfield.

3. On or about February 23, 2005, in Berwyn, Illinois, in the Northern District of Illinois, Eastern Division,

RICHARD RYLEWICZ,

defendant herein, did knowingly and willfully make materially false, fictitious and fraudulent statements and representations in a matter within the jurisdiction of the United States Postal Inspection Service, an agency within the executive branch of the Government of the United States, in that defendant falsely stated that 1) he was not aware of any other owners, investors, operators or managers in Cayla other than Cayla Associate 1 and her husband; 2) neither Debra Coveliers, Richard Coveliers, nor Michael Harjung was an owner, investor, operator or manager in Cayla; and 3) he never spoke to Michael Harjung about Cayla.

In violation of Title 18, United States Code, Section 1001(a)(2).

**COUNT TWENTY-THREE**

\_\_\_\_\_The SPECIAL AUGUST 2003-2 GRAND JURY further charges:

1. The allegations in paragraphs 1 and 14-16 of Count One, and paragraphs 1-2 of Count Eighteen of this indictment are hereby realleged and incorporated herein as if fully set forth.

2. At times material to this count of the indictment, CHARLES ROMANO was a full-time City employee and actively involved in the operations of Garfield.

3. On or about February 16, 2005, in Chicago, Illinois, in the Northern District of Illinois, Eastern Division,

CHARLES ROMANO,

defendant herein, did knowingly and willfully make materially false, fictitious and fraudulent statements and representations in a matter within the jurisdiction of the United States Postal Inspection Service, an agency within the executive branch of the Government of the United States, in that defendant falsely stated that: 1) his only involvement in Garfield was investing in the business and 2) he was never told by individuals associated with Garfield that Tomczak was being paid in order for Garfield to receive HTP business.

In violation of Title 18, United States Code, Section 1001(a)(2).

**COUNT TWENTY-FOUR**

\_\_\_\_\_The SPECIAL AUGUST 2003-2 GRAND JURY further charges:

1. On or about April 10, 2001, in the Northern District of Illinois, Eastern Division,

DONALD TOMCZAK,

defendant herein, a resident of Chicago, Illinois, willfully made and subscribed, and caused to be made and subscribed, a joint United States Individual Income Tax Return (Form 1040 with schedules and attachments) for the calendar year 2000, which return was verified by a written declaration that it was made under the penalties of perjury, and filed with the Internal Revenue Service, which return he did not believe to be true and correct as to every material matter, in that it was stated on line 22 in that return that the total income was \$163,609, while defendant knew that statement was false in that the defendant failed to report additional gross income received in calendar year 2000, including income related to payments from representatives of the Department Trucking Companies;

In violation of Title 26, United States Code, Section 7206(1).

**COUNT TWENTY-FIVE**

\_\_\_\_\_The SPECIAL AUGUST 2003-2 GRAND JURY further charges:

1. On or about April 12, 2002, in the Northern District of Illinois, Eastern Division,

DONALD TOMCZAK,

defendant herein, a resident of Chicago, Illinois, willfully made and subscribed, and caused to be made and subscribed, a joint United States Individual Income Tax Return (Form 1040 with schedules and attachments) for the calendar year 2001, which return was verified by a written declaration that it was made under the penalties of perjury, and filed with the Internal Revenue Service, which return he did not believe to be true and correct as to every material matter, in that it was stated on line 22 in that return that the total income was \$144,486, while defendant knew that statement was false in that the defendant failed to report additional gross income received in calendar year 2001, including income related to payments from representatives of the Department Trucking Companies;

In violation of Title 26, United States Code, Section 7206(1).

**COUNT TWENTY-SIX**

\_\_\_\_\_The SPECIAL AUGUST 2003-2 GRAND JURY further charges:

1. On or about April 8, 2003, in the Northern District of Illinois, Eastern Division,

DONALD TOMCZAK,

defendant herein, a resident of Chicago, Illinois, willfully made and subscribed, and caused to be made and subscribed, a joint United States Individual Income Tax Return (Form 1040 with schedules and attachments) for the calendar year 2002, which return was verified by a written declaration that it was made under the penalties of perjury, and filed with the Internal Revenue Service, which return he did not believe to be true and correct as to every material matter, in that it was stated on line 22 in that return that the total income was \$163,939, while defendant knew that statement was false in that the defendant failed to report additional gross income received in calendar year 2002, including income related to payments from representatives of the Department Trucking Companies;

In violation of Title 26, United States Code, Section 7206(1).

**COUNT TWENTY-SEVEN**

\_\_\_\_\_The SPECIAL AUGUST 2003-2 GRAND JURY further charges:

1. On or about April 15, 2004, in the Northern District of Illinois, Eastern Division,

DONALD TOMCZAK,

defendant herein, a resident of Chicago, Illinois, willfully made and subscribed, and caused to be made and subscribed, a joint United States Individual Income Tax Return (Form 1040 with schedules and attachments) for the calendar year 2003, which return was verified by a written declaration that it was made under the penalties of perjury, and filed with the Internal Revenue Service, which return he did not believe to be true and correct as to every material matter, in that it was stated on line 22 in that return that the total income was \$225,503, while defendant knew that statement was false in that the defendant failed to report additional gross income received in calendar year 2003, including income related to payments from representatives of the Department Trucking Companies;

In violation of Title 26, United States Code, Section 7206(1).

## FORFEITURE ALLEGATION ONE

The SPECIAL AUGUST 2003-2 GRAND JURY further alleges:

1. The allegations contained in Count One are hereby realleged for the purpose of alleging forfeiture pursuant to Title 18, United States Code, Section 1963.

2. As a result of their violations of Title 18, United States Code, Section 1962(d), defendants herein:

DONALD S. TOMCZAK and  
GERALD J. WESOLOWSKI,

(a) have acquired and maintained interests in violation of Title 18, United States Code, Section 1962, which interests are subject to forfeiture to the United States pursuant to Title 18, United States Code, Section 1963(a)(1);

(b) have interests in, and property and contractual rights which afforded a source of influence over, the enterprise named and described herein, which the defendants operated controlled, conducted and participated in the conduct of in violation of Title 18, United States Code, Section 1962, and which interests are subject to forfeiture to the United States pursuant to Title 18, United States Code, Section 1963(a)(2); and

(c) have property constituting and derived from proceeds that the defendants obtained, directly and indirectly, from the racketeering activity, in violation of Title 18, United States Code, Section 1962, which property is subject to forfeiture to the United States pursuant to Title 18, United States Code, Section 1963(a)(3).

3. The interests of the defendants subject to forfeiture to the United States pursuant to Title 18, United States Code, Sections 1963(a)(1), (a)(2) and (a)(3), include, but are not limited to, the following:

All financial benefits and proceeds defendants TOMCZAK and WESOLOWSKI received related to HTP work of the Department, including, without limitation, at least \$500,000 in cash payments, campaign contributions and other things of value obtained from the Department Trucking Companies.

4. To the extent that the property described above as being subject to forfeiture pursuant to Title 18, United States Code, Section 1963, as a result of any act or omission of the defendants:

- (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 which cannot be divided without difficulty;

it is the intent of the United States, pursuant to Title 18, United States Code, Section 1963(m), to seek forfeiture of any other property of the defendants up to the value of the property described as being subject to forfeiture, including, without limitation, the following:

- (a) Real property having a Permanent Index Number of 17-29-408-032-0000 in Cook County, Illinois, commonly known as 2971 Loomis Street, Chicago, Illinois;
- (b) Real property having a Permanent Index Number of R32-323-17-5130-0814-0100 in Hernando County, Florida, commonly known as 14039 Drysdale Street, Spring Hill, Florida;
- (c) Real property having a Permanent Index Number of 04-19-104-017-0000 in Will County, Illinois, commonly known as 21460 Wolf Lake Way, Crest Hill, Illinois; and

(d) Real property having Permanent Index Numbers 17-03-207-061-1111 and 17-03-207-061-1112 in Cook County, Illinois, commonly known as 100 East Walton, Units 25B and 25C, Chicago, Illinois.

(e) Real property having Permanent Index Numbers 17-03-207-061-1157 in Cook County, Illinois, commonly known as 100 East Walton, Units 31A, Chicago, Illinois.

5. Defendants TOMCZAK and WESOLOWSKI are jointly and severely liable for the forfeiture obligations as alleged above.

All pursuant to Title 18, United States Code, Section 1963.

## FORFEITURE ALLEGATION TWO

The SPECIAL AUGUST 2003-2 GRAND JURY further alleges:

1. The allegations contained in Counts Two through Seven of this indictment are realleged and incorporated herein by reference for the purpose of alleging forfeiture pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c).

2. As a result of their violations of Title 18, United States Code, Section 1341 and 1346, as alleged in the foregoing indictment,

DONALD S. TOMCZAK,  
GERALD J. WESOLOWSKI,  
LEROY S. PETERS,  
COMMELIE R. PETERS,  
JOHN E. CANNATELLO,  
NICOLA A. CANNATELLO,  
RICHARD P. RYLEWICZ and  
JOAN POLICKY,

defendants herein, shall forfeit to the United States, pursuant to Title 18, United States Code, Section, 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), any and all right, title and interest in property, real and personal, which constitutes and is derived from proceeds traceable to the charged offenses.

3. The interests of the defendants subject to forfeiture pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c) include but are not limited to:

(a) All financial benefits and proceeds defendant TOMCZAK, WESOLOWSKI, MCMAHON and BARNES received related to HTP work of the Department, including, without limitation, over \$500,000 in cash payments, campaign contributions and other things of value obtained from the Department Trucking Companies;

(b) Any benefits defendant IGNOFFO derived from Ignoffo Trucking;

(c) Defendant LEROY PETERS' ownership interest in LR&C and any benefits derived therefrom; and

(d) Defendant COMMELIE PETERS' ownership interest in LR&C and any benefit derived therefrom.

(e) Any benefits defendant JOHN CANNATELLO derived from GNA;

(f) Any benefits defendant NICOLA CANNATELLO derived from GNA;

(g) Any benefits defendant RICHARD RYLEWICZ derived from Garfield; and

(h) Any benefits defendant JOAN POLICKY derived from Garfield.

4. If any of the property subject to forfeiture and described above, as a result of any act or omission of the defendants:

(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 which cannot be divided without difficulty;

the United States of America shall be entitled to forfeiture of substitute property under the provisions of Title 21, United States Code, Section 853(p), as incorporated by Title 28, United States Code, Section 2461(c), including without limitation, the following:

- (a) Real property having a Permanent Index Number of 17-29-408-032-0000 in Cook County, Illinois, commonly known as 2971 Loomis Street, Chicago, Illinois;

- (b) Real property having a Permanent Index Number of R32-323-17-5130-0814-0100 in Hernando County, Florida, commonly known as 14039 Drysdale Street, Spring Hill, Florida;

- (c) Real property having a Permanent Index Number of 04-19-104-017-0000 in Will County, Illinois, commonly known as 21460 Wolf Lake Way, Crest Hill, Illinois; and

- (d) Real property having Permanent Index Numbers 17-03-207-061-1111 and 17-03-207-061-1112 in Cook County, Illinois, commonly known as 100 East Walton, Units 25B and 25C, Chicago, Illinois.

- (e) Real property having Permanent Index Number of 17-03-207-061-1157 in Cook County, Illinois, commonly known as 100 East Walton, Units 31A, Chicago, Illinois.

- (f) Real property having an Assessor's Parcel Number of 5720828002 in Collier County, Florida, commonly known as 12 Bluehill Court, Unit 5, Marco Island, Florida.

5. Defendants TOMCZAK, WESOLOWSKI, LEROY PETERS, COMMELIE PETERS, JOHN CANNATELLO, NICOLA CANNATELLO, RICHARD RYLEWICZ and JOAN POLICKY are jointly and severally liable for the forfeiture obligations as alleged above.

All pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c).\_\_\_\_\_

A TRUE BILL:

\_\_\_\_\_  
FOREPERSON

\_\_\_\_\_  
UNITED STATES ATTORNEY