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Criminal Complaint

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MAR 01 2019

THOMAS G. BRUTON
CLERK, U.S. DISTRICT COURT

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

UNITED STATES OF AMERICA

v.

DONALD LUSTER, and
WILL WILEY

CASE NUMBER
UNDER SEAL

19 CR 191

MAGISTRATE JUDGE VALDEZ

CRIMINAL COMPLAINT

I, the complainant in this case, state that the following is true to the best of my knowledge and belief. From in or around November 2017 to in or around January 2018, at Harvey, in the Northern District of Illinois, Eastern Division, and elsewhere, the defendant(s) violated:

Code Section

Offense Description

Title 18, United States Code, Section 371

did knowingly agree and conspire to commit an offense against the United States, that is, for an agent of a local government that received \$10,000 or more in federal benefits in any one year period to corruptly solicit, demand, accept, and agree to accept, anything of value from any person, intending to be influenced or rewarded in connection with any business, transaction, or series of transactions of such local government involving anything of value of \$5,000 or more, in violation of Title 18, United States Code, Section 666(a)(1)(B);

This criminal complaint is based upon these facts:

X Continued on the attached sheet.

NIJIKA RUSTAGI
Special Agent, Federal Bureau of Investigation

Sworn to before me and signed in my presence.

Date: March 2 2019

Maria Valdez
Judge's signature

City and state: Chicago, Illinois

MARIA VALDEZ, U.S. Magistrate Judge
Printed name and Title

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS

SS

AFFIDAVIT

I, NIJIKA RUSTAGI, being duly sworn, state as follows:

I. Introduction

1. I am a Special Agent with the Federal Bureau of Investigation, and have been so employed since approximately December 2017. My current responsibilities include the investigation of public corruption offenses, including bribery and rewards concerning programs receiving federal benefits, in violation of Title 18, United States Code, Section 666(a). As part of my duties, I have been involved in various types of electronic surveillance, the preparation and execution of search warrants, as well as in the debriefing of defendants, witnesses, informants and others who have knowledge of criminal activities. Through my work as an FBI Special Agent, I have become familiar with the means and methods of those engaged in corruption-related offenses.

2. I have been involved in the investigation of DONALD LUSTER and WILL WILEY concerning their involvement in violations of federal law, including violations of Title 18, United States Code, Section 371.

3. This affidavit is submitted in support of a criminal complaint alleging that DONALD LUSTER and WILL WILEY have violated Title 18, United States Code, Section 371. Because this affidavit is being submitted for the limited purpose of establishing probable cause in support of a criminal complaint charging LUSTER

and WILEY with conspiring to commit an offense against the United States, that is, for an agent of a local government that received \$10,000 or more in federal benefits in any one year period to corruptly solicit, demand, accept, and agree to accept, anything of value from any person, intending to be influenced or rewarded in connection with any business, transaction, or series of transactions of such local government involving anything of value of \$5,000 or more, in violation of Title 18, United States Code, Section 666(a)(1)(B), I have not included each and every fact known to me concerning this investigation. I have set forth only the facts that I believe are necessary to establish probable cause to believe that the defendants committed the offense alleged in the complaint.

4. The information contained in this affidavit is based on my participation in this investigation; my review of preliminary transcripts and summaries of court-authorized interceptions of wire communications and consensually recorded conversations; witness interviews; review of records obtained from various parties; discussions with other law enforcement agents with knowledge of this investigation; my training and experience; and the training and experience of other law enforcement officers with whom I have consulted. Since this affidavit is being submitted for the limited purpose of establishing probable cause as set forth herein, I have not included each and every fact known to me concerning this investigation.

5. This affidavit includes summaries of court-authorized interceptions of wire communications and consensually recorded conversations, as well as my understanding of certain such conversations which are set forth in brackets. My

understanding of these conversations is aided by the content and context of the conversations, my familiarity with the facts and circumstances of this investigation, my experience as a law enforcement officer, the experience of other law enforcement agents and officers in this investigation, my discussions with other law enforcement officers, my discussions with confidential sources with relevant knowledge, and other evidence developed during the course of this investigation. The times listed for the intercepted and consensually recorded conversations are approximate. Further, summaries of the intercepted and consensually recorded conversations herein are based on draft—not final—transcripts and do not represent the entire conversation that occurred between the identified individuals.

II. Summary of Probable Cause

6. There is probable cause to believe that DONALD LUSTER, WILL WILEY, and others known and unknown, conspired to corruptly solicit bribes. Specifically, beginning in or around November 2017, LUSTER, an agent of the City of Harvey, and WILEY agreed to solicit bribe payments from an entrepreneur who owned a tow-company in a neighboring City, in exchange for providing this entrepreneur with a lease and access to a parcel of land owned by the City of Harvey, located in the area of 150th Street and Loomis Avenue (the “Loomis Lot”). WILL WILEY agreed to act as the bagman for the purpose soliciting and receiving the bribes from the entrepreneur.

7. Unbeknownst to the conspirators, the entrepreneur (hereinafter referred to as “CS-2”) had previously agreed to cooperate with law enforcement and

to make consensual recordings of his/her conversations with LUSTER and WILEY. On or about December 3, 2017, CS-2 made a consensually recorded bribe payment of \$5,000 to WILEY. Shortly after CS-2 paid WILEY, Individual B, an employee of the City of Harvey who oversaw leases of City property, provided CS-2 access to the Loomis Lot. However, several days later, WILEY informed CS-2 that LUSTER and Individual B wanted an additional \$7,000 bribe payment from CS-2 in exchange for a lease to the Loomis Lot. On or about January 5, 2017, CS-2 delivered the \$7,000 bribe directly to LUSTER, who advised CS-2 that Individual B had initially proposed asking CS-2 to pay a \$50,000 bribe in return for receiving the lease. After receiving the money, LUSTER told CS-2 that CS-2 was "good" to use the Loomis Lot, and indicated that LUSTER would soon issue CS-2 a formal lease for the Loomis Lot. After paying the \$7,000 bribe, LUSTER and Individual B told CS-2 s/he could continue to access and use the Loomis Lot.

8. Ultimately, CS-2 did not receive a lease to the Loomis Lot because LUSTER and Individual B decided to move CS-2's business to a different tow lot that was more centrally located in Harvey (the "Ashland Lot"). In or around March 2018, before LUSTER could issue CS-2 a lease to the Ashland Lot, the City terminated LUSTER as a private contractor, and, despite several attempts, CS-2 was unable to obtain a lease to the Ashland Lot from Individual B.

III. Facts Establishing Probable Cause

A. Background

9. The City of Harvey is a south suburb of Chicago, with a population of approximately 25,000. The City of Harvey has received over \$10,000 in federal benefits within any one-year period that overlaps with the criminal conduct set forth in this affidavit. For example, based on public source data regarding federal spending, I know that in or about August 2018, the City of Harvey received a federal grant worth approximately \$921,300 for emergency response staffing and training.

10. Based on witness interviews, court-authorized interceptions of wire communications, my review of City of Harvey financial records, and public source reporting, I know the following: DONALD LUSTER is the former mayor of Dixmoor, Illinois. In 2004, LUSTER resigned from his position as mayor after he was convicted of state benefits fraud and income tax fraud. From no later than in or around September 2013 and continuing until in or around March 2018, LUSTER worked as a private administrative consultant to Individual A, the mayor of the City Harvey. Between in or around September 2013 and in or around February 2018, the City of Harvey paid LUSTER, as a private contractor and through his consulting company, Real Municipal Solutions, at least approximately \$452,917 in consulting fees.

11. During the time that LUSTER worked for Individual A as an administrative consultant, LUSTER worked largely on economic development and planning matters for the City of Harvey. LUSTER maintained an office inside Harvey's City Hall, regularly represented the City at public meetings, and, as

explained in detail below, was authorized to act on behalf of the City in certain matters, including preparing and issuing leases with respect to City-owned property. Accordingly, during the time period he acted as a private administrative consultant, LUSTER was an agent of the City of Harvey.

12. Based on witness interviews, consensual recordings, and court-authorized interceptions of wire communications, I know that Individual B is a City of Harvey police officer who oversees traffic and towing matters for the City's police department. As part of his official duties, Individual B assigns City towing work to private tow companies. Individual B also works for the City's Building and Planning Department, where he acts as the *de facto* head of the department and oversees certain public planning matters, including the leasing and sale of City-owned property.

13. For several years, an entrepreneur (hereinafter referred to as "CS-2") who owned a private tow company in a neighboring town cooperated with federal law enforcement in this investigation. CS-2 has two prior felony convictions, both of which are over 10 years old and are not for crimes of dishonesty. CS-2 has no pending criminal charges against him/her. According to CS-2, CS-2 elected to begin cooperating out of a sense of civic duty, in order to expose corruption in the City of Harvey. I believe the information provided by CS-2, set forth in this affidavit, is reliable, as it is corroborated in significant respects by independent evidence, including judicially-authorized wire taps, consensual recordings, physical surveillance, and witness interviews.

B. WILEY Acts as the Bagman for a \$5,000 Bribe Payment to LUSTER in Exchange for a Lease to the Loomis Lot.

14. In or around September 2017, law enforcement directed CS-2 to attempt to lease a parcel of land owned by the City of Harvey located in the area of 150th Street and Loomis Avenue in Harvey (the “Loomis Lot”), purportedly so that CS-2 could open up a branch of his/her towing business there.¹ As discussed below, in a series of consensually recorded phone calls and meetings, WILEY offered to act as an intermediary for CS-2 with respect to CS-2’s efforts to obtain a lease to the Loomis Lot from the City.

15. On or about November 30, 2017, at approximately 3:24 p.m., WILEY placed an outgoing call on telephone number XXX-XXX-9582 (“WILEY phone”)² to CS-2, which was consensually recorded.³ During the call, WILEY advised CS-2 that LUSTER wanted CS-2 to make a bribe payment of \$3,000 or \$5,000 in exchange for

¹ Based on my review of Cook County Recorder of Deeds records, as well as my discussions with employees at the Cook County Assessor’s Office, I know that the City of Harvey has owned the Loomis Lot since at least approximately 2001.

² WILEY was identified as the user of WILEY phone as follows: First, based on service provider records, WILEY was the registered subscriber of WILEY phone during all periods set forth in this affidavit. Second, during consensually recorded or intercepted phone calls involving WILEY phone, the user of WILEY phone was regularly addressed as “Will” or “Wiley,” and responded appropriately. Third, during the investigation, a cooperating source met with WILEY several times in person, and these meetings were video and/or audio recorded. WILEY was identified in some of the video recordings based on a comparison of the video to a photograph of WILEY’s Illinois driver’s license. I have compared the voice of WILEY in the video and audio recordings from in-person meetings to the voice of the user of WILEY phone, and recognize the voices to be the same.

³ Unless otherwise noted, all telephone calls and meetings between CS-2 on the one hand, and WILEY and LUSTER on the other, were consensually recorded.

the lease. Specifically, WILEY said, "Alright, listen to this. Just got off the phone with Reverend Luster⁴ and [Alderman A], okay? . . . I need you to form a letter to, to the mayor [Individual A], the mayor, okay? . . . Tell him what you want to do, what you need the property [the Loomis Lot] for. Make sure that you put in there that you're going to . . . do all the cleaning and fixing up at a thousand dollars a month rent." [WILEY told CS-2 that LUSTER and Alderman 1 wanted CS-2 to write a letter to Individual A, the mayor of the City of Harvey, explaining what CS-2 wanted to do with the Loomis Lot, and to state that CS-2 was willing to pay \$1,000 per month in rent, which CS-2 and I understood to be a reference to a legitimate monthly lease payment.] CS-2 responded, "So how much . . . how much the Rev want." [CS-2 asked how much in bribe payments LUSTER wanted from CS-2 in exchange for the lease.] WILEY said, "That's, I think that's the same thing [unintelligible]." CS-2 said, "He [LUSTER] only want a thousand bucks?" [CS-2 asked if LUSTER was only seeking a \$1,000 bribe payment (the same amount as the monthly rent).] WILEY said, "No, what we came with, the, the three. Was it five? I don't know, I think it was five." [WILEY said he believed LUSTER wanted CS-2 to make either a \$3,000 or \$5,000 bribe payment to LUSTER in exchange for the City issuing CS-2 a lease to the Loomis Lot.]

⁴ Based on my involvement in this investigation, including witness interviews and review of wire interceptions and consensual recordings, I know that LUSTER works part-time as a minister, and is frequently addressed as "Reverend Luster" and "Pastor Luster."

16. Based on toll records, on or about November 30, 2017, at approximately 2:21 p.m. (approximately one hour before WILEY placed the phone call to CS-2 discussed in the above paragraph), WILEY phone had contact with telephone number XXX-XXX-2929 ("LUSTER phone"), used by LUSTER.⁵ Specifically, WILEY phone and LUSTER phone were in telephonic contact for approximately 1 minute and 24 seconds.

17. Pen register data reflects that on or about December 2, 2017, at approximately 5:02 p.m., there was telephone contact between WILEY phone and LUSTER phone that lasted approximately 1 minute and nine seconds.

18. On or about December 2, 2017, at approximately 11:58 p.m., WILEY placed an outgoing call on WILEY phone to CS-2. During the call, WILEY told CS-2 to deliver the bribe payment to WILEY the next day. Specifically, WILEY said, "Hey . . . come on tomorrow with that." CS-2 said, "For what, Harvey?" WILEY said, "Yeah." CS-2 said, "For the towing?" [CS-2 asked if the bribe was in exchange for

⁵ LUSTER was identified as the user of LUSTER phone as follows: First, based on service provider records, LUSTER was the registered subscriber of LUSTER phone during all periods set forth in this affidavit. Second, during lawful recordings of telephone calls involving LUSTER phone, the user of the phone regularly referred to himself as "Reverend Luster" and "Pastor Luster." Further, the user of LUSTER phone was regularly addressed as the same, or as "Donnie," and responded appropriately. Third, during the investigation, cooperating sources have met with LUSTER several times in person, and these meetings have been video and/or audio recorded. LUSTER was identified in some of the video recordings based on a comparison of the video to a photograph of LUSTER's Illinois driver's license. I have compared the voice of LUSTER in the video and audio recordings from in-person meetings to the voice of the user of LUSTER phone, and recognize the voices to be the same.

City towing work.] WILEY said, "No." CS-2 said, "Oh, the lot?" [CS-2 asked if the bribe was in exchange for a lease to the Loomis Lot.] WILEY said, "Yeah."

19. On or about December 3, 2017, at approximately 3:15 p.m., CS-2 met with investigating agents, who provided CS-2 with \$5,000 to deliver to WILEY. Agents searched CS-2 and his/her vehicle and did not find any other large amounts of cash. CS-2 then traveled to W & K Towing, located at 14810 Myrtle Avenue in Harvey, to meet WILEY.

20. On or about December 3, 2017, at approximately 3:25 p.m., CS-2 met with WILEY at W & K Towing.⁶ During the meeting, CS-2 asked, "So when he going to have something for me?" [CS-2 asked when LUSTER would have a lease for the Loomis Lot ready for CS-2.] WILEY said, "They going Monday to the, uh, to the, uh-" CS-2 interjected, "So how much he want?" [CS-2 asked how much money LUSTER wanted in exchange for the Loomis Lot lease.] WILEY said, "5 [\$5,000]." CS-2 said, "You sure he good for it bro? I just don't want to get" WILEY said, "It's my name on this." [WILEY would make sure that LUSTER issued the lease to the Loomis Lot to CS-2 in exchange for the \$5,000 payment because WILEY's name/reputation was involved.] Later in the conversation, CS-2 asked, "So how long is it going to take?"

⁶ WILEY was identified as the individual with whom CS-2 met on December 3, 2017, as follows: First, prior to the December 3, 2017 meeting, CS-2 had correctly identified WILEY from an unmarked photograph obtained from WILEY's Illinois driver's license. After CS-2's meeting on December 3, 2017, CS-2 told agents WILEY was the individual with whom he met, and to whom he delivered the \$5,000. Second, I have reviewed the video and audio recording of CS-2's December 3, 2017, meeting and can identify WILEY in the video based on a visual comparison with his Illinois driver's license photo, and a voice comparison of the user of WILEY phone.

WILEY said, "You should be able to start working on it [the Loomis Lot] next week. Cleaning [unintelligible]." CS-2 said, "They going to give me permission to start working on it? Alright." CS-2 then gave WILEY the \$5,000 bribe payment: "There's five [\$5,000], just make sure." According to CS-2, CS-2 then handed the \$5,000 to WILEY. The hand-to-hand exchange is partially visible in the video recording. Specifically, after CS-2 said, "There's five, just make sure," WILEY extended his hand toward CS-2. Seconds later, the video depicts WILEY counting what appears to be a bundle of bills (consistent with the size of the \$5,000 in cash that agents provided to CS-2 to give to WILEY). From the video recording, it is possible to see the \$100 denomination of one of the bills in WILEY's hand (agents gave CS-2 \$5,000 in 50 \$100 bills). After WILEY finished counting, he stated, "That's five." [WILEY confirmed CS-2 had given him \$5,000.] At various points during their meeting, CS-2 and WILEY discussed the possibility of CS-2 paying future bribes to Individual B in exchange for City towing work. WILEY explained that Individual B had recently awarded another local tow company ("Tow Company 1") City towing work because the owner of Tow Company 1, Individual C, had paid a bribe. WILEY stated, [Individual C's first name redacted] and um, him and [a shortened form of Individual B's first name redacted] know each other pretty well, you know? They know each other pretty well, and I guess he [Individual C] dropped that (unintelligible)." [Individual B awarded towing work to Individual C and Tow Company 1 because Individual B knew Individual C and because Individual C paid a bribe ("dropped that").] CS-2 said, "I would have did it man . . . I would have gave it to you man." [CS-

2 would have paid a bribe to Individual B in exchange for City towing work by using WILEY as a bagman.] WILEY responded, “[I]t’s like we doing right now, turn around, take this shit right to them . . . I’m going to go drop this off to the Rev [LUSTER], then I can” [WILEY agreed that CS-2 could pay bribes to Individual B through WILEY, just as CS-2 was then giving WILEY a \$5,000 bribe payment to take to LUSTER.] Later in the conversation, CS-2 said, “So then, why don’t you tell [a shortened form of Individual B’s name redacted] I’ll do the same thing for the fucking towing?” [CS-2 told WILEY to tell Individual B that CS-2 was prepared to pay a bribe to receive tow work from the City of Harvey.] WILEY said, “What I’m going to with [a shortened form of Individual B’s first name redacted] is, I’m going to let Luster tell him.” Moments later, WILEY answered an incoming call on his cellphone and CS-2 departed W&K Towing.

21. After the meeting, CS-2 traveled directly to a predetermined location to meet with agents. CS-2 reported to agents that s/he had delivered the \$5,000 to WILEY. Agents searched CS-2 and his/her vehicle and did not find the money that agents had given CS-2 to deliver to WILEY.

22. Based on pen register data, WILEY phone had contact with LUSTER phone on or about December 3, 2017, both before and after WILEY’s meeting with CS-2, including shortly after CS-2 delivered the \$5,000 to WILEY. Specifically, on or about December 3, 2017, at approximately 3:37 p.m.—just minutes after CS-2 left W&K towing after delivering the \$5,000—WILEY phone placed an outgoing call to LUSTER phone. Based on call duration data, it does not appear this call was

answered. At that same time, at approximately 3:37 p.m., LUSTER phone sent an outgoing text message to WILEY phone. Later the same day, at approximately 4:15 p.m., LUSTER phone placed an outgoing call to WILEY phone, which call lasted approximately 48 seconds. LUSTER phone and WILEY phone had approximately 4 additional contacts (two phone calls and two text messages) between approximately 4:15 p.m. and 5:04 p.m. that day.

23. On or about December 14, 2017, CS-2 and Individual B arranged to travel to the Loomis Lot together, so that Individual B could provide CS-2 with access to the property.

24. On or about December 14 and 15, 2017, through a series of text message communications, CS-2 and Individual B, who was using telephone number XXX-XXX-1910 ("Individual B phone")⁷, agreed to meet at City Hall on the morning of December 15, 2017, and then to travel to the Loomis Lot together so that Individual B could provide CS-2 with access to the lot. For example, on December 15, 2017, at

⁷ Individual B was identified as the user of Individual B phone as follows: First, based on service provider records, Individual B was registered to the City of Harvey during all periods of interception set forth in this affidavit, and Individual B was a City of Harvey employee during this same period. Second, during the interception of Individual B phone, the user of the phone regularly referred to himself by Individual B's last name, and was regularly addressed as a shortened form of Individual B's first name, as well as by Individual B's last name, and responded appropriately. Third, during the investigation, at least two cooperating sources have met with Individual B in person, and several of these meetings have been video and/or audio recorded. Individual B was identified in some of the video recordings based on a comparison of the video to a photograph of Individual B's Illinois driver's license. I have compared the voice of Individual B in the video and audio recordings from in-person meetings to the voice of the user of Individual B phone, and recognize the voices to be the same.

approximately 8:39 a.m., CS-2 sent an outgoing text message to Individual B phone that stated, "Good morning. Do I meet you at your office or yard at 10[?] Minutes later, at approximately 8:47 p.m., CS-2 received a text message from Individual B phone that stated "I will B at City Hall."

25. On or about December 15, 2017, at approximately 10:20 a.m., CS-2 met Individual B inside his office at Harvey's City Hall.⁸ During the meeting, Individual B and CS-2 discussed the terms of CS-2's Loomis Lot lease. Individual B stated they needed to discuss "what's a good price." Individual B stated "I'm thinking 9—900 a month," which CS-2 and I understood to be a reference to a legitimate monthly lease payment of \$900. CS-2 stated s/he would agree to those terms. CS-2 and Individual B then travelled from City Hall to the Loomis Lot in separate vehicles. When they arrived, Individual B cut the lock to the Loomis Lot property, and CS-2 and Individual B inspected the lot together. At the end of the meeting, Individual B instructed CS-2 to start cleaning up the property so CS-2's business could move in. CS-2 and Individual B did not discuss bribe payments during this meeting.

⁸ Individual B was identified as the individual with whom CS-2 met at the in person meetings between CS-2 and Individual B set out in this affidavit as follows: First, prior to the December 2017, CS-2 had correctly identified Individual B in an unmarked photograph obtained from Individual B's Illinois driver's license. After all of CS-2's meetings with Individual B referenced in this affidavit, CS-2 told agents that Individual B was the individual with whom s/he met that day. Second, I have reviewed the video and audio recording of CS-2's meetings and can identify Individual B in the recordings based on a visual comparison with his Illinois driver's license photo, and/or a voice comparison of the user of Individual B phone. Third, agents conducted physical surveillance of CS-2's December 15, 2017 meeting at the Loomis Lot, and based on a comparison with Individual B's driver's license photo, identified Individual B as the person with whom CS-2 met with at the Loomis Lot on that day.

26. On or about December 18, 2017, at approximately 11:41 a.m., CS-2 placed a consensually recorded call to Individual B, who was using Individual B phone. During the call, CS-2 and Individual B discussed the terms on which CS-2 would lease the Loomis Lot. Specifically, CS-2 said, "What's up brother? So, um [unintelligible], the lease?" Individual B said, "Um, what's happening with the lease, I just left out with Donnie [LUSTER]. I'll call Donnie now. What did we say that it was each month? Cause Donnie gonna write it up now." CS-2 said, "\$900." [CS-2 told Individual B that LUSTER had asked for monthly lease payments of \$900 per month for the Loomis Lot, which, as explained below, I believe was a legitimate lease payment to the City that did not include any bribe amounts.] Individual B said, "As a matter of fact, you can, you can go downstairs [referring to the lower level of City Hall, where LUSTER's office was located]. He'll [LUSTER] write it up now and then me and you will talk once he write it up for you. Okay? He's down there now. Where you at, [CS-2's first name redacted]?" CS-2 said, "I'm at, I'm at the office." Individual B said, "Okay, you can come over there. Donnie's down there. And he'll write it up [unintelligible]. How much is, how many, how many years did we say? What did we say?" CS-2 said, "Uh, you, you said we could do 10 years with an option to buy." Individual B said, "Ten years with an option to buy. That's good. Okay, tell him [LUSTER] I said that, 10 years with an option to buy. How much did we say?" CS-2 responded, "900." Individual B said, "900 a month. Okay, that's, that's what we want then. I'll, I'll call him [LUSTER] now and tell him that you on your way in, and that's where we at, okay?" CS-2 said, "Cool. Hey, you think about anything else about, uh,

me helping you out with that towing?" [CS-2 asked if Individual B was still considering giving CS-2 City towing business.] Individual B said, "Oh, yes, sir, I did. Me and you, me and you will talk about that when I see you out here, okay?" [Individual B would talk to CS-2 about awarding him/her City towing business when CS-2 came to City Hall to sign the lease for the Loomis Lot.]

27. On or about December 18, 2017, at approximately 1:03 pm, CS-2 met LUSTER at LUSTER's office at City Hall.⁹ During the meeting, CS-2 and LUSTER discussed obtaining a lease to the Loomis Lot. Specifically, LUSTER asked, "Have you started yet?" [LUSTER asked CS-2 if s/he had started using the Loomis Lot.] CS-2 responded, "No, I've been, he [Individual B] told me to wait for the lease." CS-2 explained that s/he met with Individual B approximately three days earlier and went with him to inspect the Loomis Lot. CS-2 told LUSTER, "He [Individual B] told me to come to you and get the lease and shit today." LUSTER responded, "Let's go by there [the Loomis Lot] now. And holler at Wiley." CS-2 and LUSTER then drove to the Loomis Lot in separate vehicles. Once they arrived at the lot, CS-2 explained to LUSTER how CS-2 planned to clean up the lot. LUSTER responded, "Go ahead and get started. And let's get together tomorrow. Wiley will hit you later on today."

⁹ LUSTER was identified as the individual with whom CS-2 met at the in person meetings between LUSTER and CS-2 set out in this affidavit as follows: First, before the meetings, CS-2 had correctly identified LUSTER in an unmarked photograph obtained from LUSTER's Illinois driver's license. After each meeting in-person meeting with LUSTER discussed in this affidavit, CS-2 told agents that LUSTER was the individual with whom he met. Second, LUSTER was identified in some of the video recordings of in person meetings with CS-2 based on a comparison of the video to a photograph of LUSTER's Illinois driver's license. Third, I have compared the voice of LUSTER in the audio recordings from CS-2's in-person meetings to the voice of the user of LUSTER phone, and recognize the voices to be the same.

LUSTER added, "I'll get your paperwork [lease]. I wanna, I knew this was the area. I just gotta get the legal description and put the stuff." [LUSTER needed the legal description of the property to prepare the lease.] CS-2 said, "That's cool. But we good to go ahead and start cleaning up?" LUSTER responded affirmatively. As CS-2 was walking back to his/her vehicle, LUSTER called out, "Wiley will hit you later on." [WILEY would call CS-2 later.] As CS-2 was driving away, LUSTER flagged down CS-2 and said, "Do what you got to do, but we ain't going through the regular committee, so, just so you know." CS-2 responded, "Bro, you know I'm down, I'm with you." LUSTER said, "You feel me? Alright then, I just want you to know." [LUSTER explained that he was not bringing CS-2's lease proposal before the "regular" City committee—which I believe to be a reference to Harvey's City Council—for approval.]

C. LUSTER and Individual B Use WILEY to Solicit an Additional \$7,000 Bribe Payment from CS-2.

28. On or about December 19, 2017, at approximately 4:17 pm, CS-2 received an incoming call from WILEY, who was using WILEY phone. During the call, WILEY told CS-2 that Individual B and LUSTER (and possibly a third co-conspirator) wanted CS-2 to make an additional \$7,000 payment (which CS-2 and I understood to be a bribe) to secure a lease from the City for the Loomis Lot property. Specifically, WILEY said, "[Unintelligible] bullshit in the mix. Nah, just whenever [a shortened form of Individual B's first name redacted] get involved he makes shit more complicated. Uh, they need seven." [Individual B and LUSTER wanted an additional \$7,000 bribe payment.] CS-2 asked, "Seven thousand?" WILEY said, "But that, that will secure three months of rent too." [WILEY explained the \$7,000 would include

three months of rent payments for the Loomis Lot.] CS-2 responded, "Damn." WILEY said, "I said, man, they wanted more. He [Individual B], he showing me shit where they charged the motherfucker on Dixie Highway fifteen thousand. Then the other. I'm like, dude, I said this was something I needed done." [Individual B and/or LUSTER had wanted CS-2 to pay more than \$7,000, but WILEY told them he needed the transaction completed.] CS-2 said, "Man, well, motherfucker gonna give me some fucking towing, man? Shit. That's, that's taking away from that, that package I had going for the towing." [CS-2 asked if Individual B would steer City towing work to CS-2 if s/he made the additional \$7,000 payment.] WILEY said, "That'll open the door for you. Because now he [Individual B] know he'll be able to trust you." [WILEY explained that paying an additional \$7,000 bribe for the lease to the Loomis Lot would make Individual B more likely to trust CS-2 when it came to soliciting a bribe for towing work.] CS-2 replied, "Right. Man, I just don't want to get fucked, man. I just gave him five [\$5,000]. So I'm gonna give him another seven [\$7,000]. Then motherfucker be all, 'Well, you need another ten [\$10,000] . . .'" WILEY said, "Nah . . . Nah, nah, because now, that's why, Luster wanted me to deal. You know? Because it ain't going through you and him [Individual B]. That's why Luster wanted me to cut in. And I was like, 'Man, this ain't even my business, bro.' He [LUSTER] said, 'Look, you started the package, you finish it.'" [WILEY explained that LUSTER had asked WILEY to serve as an intermediary in collecting the \$7,000 bribe payment from CS-2 in exchange for the Loomis Lot lease.] Later in the conversation, WILEY said, "It's a done deal. It's done . . . It's, it's gonna take a seven, a seven piece. And, you

know? And then, and then, they have to take care of, they have to take care of another guy too. So, it's just. But that's three months, three months before you gotta pay any rent." [WILEY explained that an additional bribe of \$7,000 would suffice to obtain the lease for the Loomis Lot, and that Individual B and LUSTER had to split the \$7,000 bribe payment with a third party. WILEY explained that the \$7,000 payment included three months of rental payments.]

29. On the morning of December 20, 2017, CS-2 traveled to Harvey's City Hall to attempt to meet with Individual B and/or LUSTER.

30. On or about December 20, 2017, at approximately 10:00 a.m., CS-2 placed an outgoing call to Individual B, who was using Individual B phone. During the call, CS-2 discussed the bribe payment with Individual B. Specifically, CS-2 said, "What's up brother . . . I'm up at City Hall, they said you wasn't here?" Individual B said, "No! I wanted to wait for [unintelligible] Donnie [LUSTER] to come up there, remember, I told you I'd call you? Is Donnie in there?" CS-2 said, "Oh, I don't know, I didn't ask for him I talked to him the day before yesterday, so then, I talked to Will [WILEY], and then Will told me, you know, told me the number and stuff, and so, I mean, I'm good with everything." [CS-2 said that WILEY had told CS-2 about the "number," meaning the additional \$7,000 bribe payment, and CS-2 was willing to pay it.] Individual B said, "Okay, everything, everything is hooked up, everything (unintelligible)." [Individual B said that the lease to the Loomis Lot would be approved ("hooked up").] Individual B told CS-2 he would call LUSTER to let him know that CS-2 was at City Hall and ready to sign the lease.

31. On or about December 20, 2017, at approximately 10:02 a.m., Individual B placed an outgoing call on Individual B phone to LUSTER, who was using LUSTER phone. During the call, Individual B advised LUSTER that CS-2 had arrived at City Hall to sign a lease for the Loomis Lot. Specifically, Individual B said, "Hey Donnie, your [boy/girl]'s in, [CS-2] come in, so [s/he] sign that lease." LUSTER said, "Okay." Immediately after the call, Individual B, using Individual B phone, called CS-2 and told him/her to go back into City Hall to meet with LUSTER, who was on his way in.

32. On or about December 20, 2017, at approximately 10:30 a.m., CS-2 met with LUSTER inside LUSTER's office at City Hall. During the meeting, LUSTER told CS-2 to continue to listen to what WILEY told CS-2 to do in connection with obtaining the Loomis Lot lease. Specifically, LUSTER said, "I'm going to tell you right now, listen to Will [WILEY] . . . Listen to me, listen to me, listen to Will. [A shortened form of Individual B's first name redacted] called me and told me you was coming in to get your paperwork . . . Listen to Will, I'm doing your paperwork now . . . get with Will and you'll have your paperwork [lease to the Loomis Lot] done today." LUSTER then directed CS-2 to go to the Loomis Lot and start cleaning it up. CS-2 told LUSTER that CS-2 and WILEY were "tight." LUSTER said, "That's why I'm doing this, you follow me?" LUSTER then stated that CS-2 should not "say anything" about the lease of the Loomis Lot, but should go ahead and get started cleaning up the property.

33. On or about January 4, 2018, at approximately 5:01 p.m., CS-2 placed an outgoing call to WILEY, who was using WILEY phone. During the call, WILEY

said, "Damn [boy/girl], I think you be hearing people talking about you . . . I was just on the phone with [Individual B's last name redacted] and he was talk, asking about you, and you start calling!" Later in the conversation, WILEY said, "No, I told him [Individual B], me and you gonna get together." [WILEY told Individual B that WILEY and CS-2 were going to "get together," which CS-2 and I understood to mean WILEY was going to collect the additional \$7,000 from CS-2.] CS-2 asked, "You told who that, [Individual B's last name redacted]?" WILEY said, "Uh, [Individual B's last name redacted] and Luster." Later in the conversation, WILEY said, "So whenever you get ready, uh, just let me know." [WILEY told CS-2 to contact him once CS-2 was ready to make the \$7,000 bribe payment.] CS-2 asked, "Tomorrow? Because I'm busy today, shit so, is tomorrow cool?" WILEY answered, "Ok cool, yeah, yeah, I'll let 'em [Individual B and LUSTER] know, tomorrow. Hell, [man/woman], hell yeah."

D. CS-2 Makes a \$7,000 Bribe Payment to LUSTER.

34. Agents directed CS-2 to set up a meeting with LUSTER and attempt to deliver the \$7,000 directly to him, instead of going through WILEY. On or about January 5, 2018, through a series of consensually monitored text messages and phone calls, CS-2 and LUSTER, using LUSTER phone, arranged to meet at a restaurant that LUSTER owned in South Holland, Illinois, later the same day. LUSTER and CS-2 did not discuss the \$7,000 payment in these communications.

35. Before the meeting, agents provided CS-2 with \$7,000 in pre-marked bills inside a white envelope to deliver to LUSTER. Agents then searched CS-2 and

his/her vehicle and did not find any other large amounts of cash. CS-2 then traveled to LUSTER's restaurant in South Holland.

36. On or about January 5, 2018, at approximately 12:50 p.m., CS-2 met with LUSTER in the back area of LUSTER's restaurant in South Holland. During the meeting, LUSTER told CS-2 that Individual B had wanted CS-2 to pay a \$50,000 bribe in connection with the Loomis Lot. Specifically, LUSTER said, "I didn't even tell you the number [bribe payment demand] that [a shortened form of Individual B's first name redacted] was talking about." Later in the conversation, CS-2 asked, "Why, [Individual B's last name redacted] trying to knock me over the head?" [CS-2 asked why Individual B was trying to extract an excessively large bribe payment from him/her.] LUSTER started laughing and stated, "Shiiiiit." CS-2 said, "Wiley, Will told me, [man/woman], you gotta' watch him [Individual B], [man/woman], because you, you give him a piece . . . he's going to want blood." [CS-2 explained that WILEY had cautioned CS-2 that once Individual B received a bribe, he would get greedy and ask for a larger bribe payment.] LUSTER said, "You know what he [Individual B] wanted?" CS-2 said, "Huh?" LUSTER said, "Think, just, just take a guess. Take a guess." CS-2 said, "Ten?" [CS-2 guessed that Individual B wanted CS-2 to pay an additional \$10,000 bribe for the Loomis Lot.] LUSTER said, "No sir. Multiply that. Find a number to multiply that by." CS-2 began laughing and stated, "All for an empty lot?" LUSTER said, "50." [Individual B had wanted CS-2 to pay a \$50,000 bribe in exchange for a lease to the Loomis Lot.] CS-2 said, "Ah, he's crazy." Later in the meeting, according to CS-2, and corroborated by the video recording, CS-2

reached into his jacket pocket and pulled out an envelope containing the \$7,000 in United States currency provided to CS-2 by law enforcement. According to CS-2, s/he attempted to hand the envelope containing the money directly to LUSTER, but LUSTER directed CS-2 to place it on his desk: "Just, just lay it down so, you know." [CS-2 explained that CS-2 understood LUSTER to be indicating that LUSTER did not want to directly accept the money from CS-2 by hand.] CS-2 responded, "Right." At this point in the recording, CS-2 appeared to lean forward toward LUSTER while extending his/her right hand, consistent with CS-2 placing something on LUSTER's desk. Due to the angle of CS-2's concealed video recording device, however, it is not possible to see him/her laying the envelope on LUSTER's desk. LUSTER then stated, "Any [CS-2's race and gender] in a position to do something, I'm in a position to bless them." CS-2 said, "Thank you, thank you Just don't knock me over the head man." [CS-2 asked LUSTER not to demand excessively large bribe payments from him/her in the future.] LUSTER said, "Look, look, I'm not going to fuck nobody . . . I'm in business!" LUSTER continued, "Even in doing this [referring to the Loomis Lot lease transaction], when Wiley came to me, I'm like, 'Wiley, you know, I'm good, you know, if [s/he, meaning CS-2] your [boy/girl], I'm good, you know' . . . And like Wiley, the people don't know why me and him so tight, but Wiley remembers shit that when I was the mayor that I did for him that I didn't remember!"¹⁰ CS-2 said, "I wish you still was!" LUSTER said, "You ain't the only person to say that but, where

¹⁰ As explained above, LUSTER served as the mayor of Dixmoor, Illinois, from approximately 2002 until 2004.

I'm at right now, I'm not going to lie to you, in the next six months, you fittin' to eat!" [LUSTER told CS-2 that, over the next six months, he would use his influence and position with the City of Harvey to take and/or cause official action that was lucrative for CS-2.] LUSTER then told CS-2 that he was going to call Individual A, the mayor of Harvey, later that day and tell him "we need to get going on this thing [issuing the Loomis Lot lease to CS-2]." CS-2 said, "Right, so as soon as you give me the green light . . ." LUSTER said, "Look, you good . . . you good." [LUSTER assured CS-2 the City would approve the lease for the Loomis Lot.]

37. After the meeting, CS-2 traveled directly to a predetermined location to meet with agents. CS-2 reported that s/he delivered the \$7,000 to LUSTER by setting it down on LUSTER's desk, at LUSTER's direction. After CS-2's meeting with LUSTER, agents then searched CS-2 and CS-2's vehicle and confirmed that CS-2 was no longer in possession of the \$7,000 that agents had directed CS-2 to deliver to LUSTER.

38. On or about January 7, 2018, at approximately 3:44 p.m., LUSTER placed an outgoing call on LUSTER phone to CS-2. During the call, CS-2 advised LUSTER that WILEY had attempted to contact CS-2. Specifically, CS-2 said, "What's up bro? Hey, uh, Wiley called me last night, said I needed to speak with you. I was like, I took care of that already." [CS-2 explained to LUSTER that s/he told WILEY that s/he had already made the \$7,000 bribe payment to LUSTER.] LUSTER said, "Yeah, he called me, he called me to apologize. I said, [Term used to address WILEY redacted], I called you for two or three days, you didn't answer, I said, 'Well me and

[CS-2] I got with him, we all good.” [LUSTER explained that he had already told WILEY that LUSTER had received the \$7,000 bribe payment from CS-2 directly.]

39. After CS-2 paid the \$7,000 bribe to LUSTER on January 5, 2018, LUSTER and Individual B authorized CS-2 to access and use the Loomis Lot, and CS-2 did so for several days in January 2018. Ultimately, CS-2 did not receive a lease to the Loomis Lot because agents instructed CS-2 to attempt to obtain a lease to a different City-owned lot located at 14500 Ashland Avenue (the “Ashland Lot”)¹¹ that was more centrally located in Harvey. On or about February 15, 2018, during a meeting with CS-2 in LUSTER’s City Hall office, LUSTER and Individual B agreed to allow CS-2 to move his/her business from the Loomis Lot to the Ashland Lot, and LUSTER stated he would prepare a lease to the Ashland Lot for CS-2. However, on or about March 8, 2018, before CS-2 received a lease to the Ashland Lot from LUSTER, the City terminated LUSTER as a private contractor. Thereafter, despite several efforts, CS-2 was unable to obtain a lease to the Ashland Lot from Individual B.

IV. Conclusion

53. Based on the facts set forth above, there is probable cause to believe that from in or around November 2017 to in or around January 2018, LUSTER, WILEY, and others known and unknown did knowingly agree and conspire to commit an offense against the United States, that is, for an agent of a local government that

¹¹ Based on my review of Cook County Recorder of Deeds records, as well as my discussions with employees at the Cook County Assessor’s Office, I know that the City of Harvey has owned the Ashland Lot since at least approximately 2002.

received \$10,000 or more in federal benefits in any one year period to corruptly solicit, demand, accept, and agree to accept, anything of value from any person, intending to be influenced or rewarded in connection with any business, transaction, or series of transactions of such local government involving anything of value of \$5,000, or more, in violation of Title 18, United States Code, Section 666(a)(1)(B), all in violation of Title 18, United States Code, Section 371.

FURTHER AFFIANT SAYETH NOT.

NIJIKA RUSTAGI
Special Agent
Federal Bureau of Investigation

SUBSCRIBED AND SWORN to
before me on March 1, 2019.



MARIA VALDEZ
United States Magistrate Judge