

FILED

JUN 13 2024

State Grand Jury Judge

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION - CRIMINAL


IN THE MATTER OF)
STATE GRAND JURY INDICTMENT) ORDER TO SEAL INDICTMENT

NUMBER SGJ800-24-1)
24-06-00111-S

Andrew Wellbrock, Deputy Attorney General of the State of New Jersey, having on this date made written and oral application for an order to seal State Grand Jury Indictment Number 800-24-1, and to seal an Order of Venue designating a county of venue for the purpose of trial of the said indictment,

IT IS ORDERED on this 13th day of June 2024, that the Clerk of the Superior Court seal State Grand Jury Indictment Number SGJ800-24-1, and the Order of Venue designating a county of venue for the purpose of the trial of the said indictment.

IT IS FURTHER ORDERED that the Indictment and Order of Venue are not to be unsealed except upon further Order of the Court.


Robert Lougy, A.J.S.C.
PETER E. WARSHAW, Jr. P.J.C.

FILED

JUN 13 2024

State Grand Jury Judge

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION - CRIMINAL

State Grand Jury

Number SGJ800-24-1

Superior Court

Docket Number 24-06-00111-S

STATE OF NEW JERSEY)

v.)

ORDER OF VENUE

GEORGE E. NORCROSS, III,)

PHILIP A. NORCROSS,)

WILLIAM M. TAMBUSI,)

DANA L. REDD,)

SIDNEY R. BROWN,)

and)

JOHN J. O'DONNELL,)

An Indictment having been returned to this Court by the State Grand Jury in the above captioned matter,

IT IS ORDERED on this *13th day of June, 2024*, pursuant to paragraph 8 of the State Grand Jury Act, that the County of Mercer be and hereby is designated as the County of venue for the purpose of trial.

IT IS FURTHER ORDERED that the Clerk of the Superior Court shall transmit forthwith the Indictment in this matter and a certified copy of this Order to the Criminal Division Manager of the County of Mercer for filing.



s/ Robert Lougy, A.J.S.C.

PETER E WARSHAW, Jr. P.J.G.

FILED

JUN 18 2024

State Grand Jury Judge

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION - CRIMINAL

State Grand Jury

Number

SGJ800-24-1

Superior Court

Docket Number

24-06-00111-8

STATE OF NEW JERSEY

v.

GEORGE E. NORCROSS, III,

PHILIP A. NORCROSS,

WILLIAM M. TAMBUSI,

DANA L. REDD,

SIDNEY R. BROWN,

and

JOHN J. O'DONNELL,

Defendants.

INDICTMENT

The Grand Jurors of and for the State of New Jersey, upon their oaths, present that:

OVERVIEW

1. GEORGE E. NORCROSS, III, the defendant, is a former member of the Democratic National Committee, former chair of the Camden County Democratic Committee, chair of the board of trustees of Cooper University Health Care ("Cooper Health"), and executive chair of the insurance firm Conner Strong & Buckelew ("CSB"). From

at least approximately 2012 to the present, GEORGE E. NORCROSS, III led a criminal enterprise whose members and associates agreed the enterprise would extort others through threats and fear of economic and reputational harm and commit other criminal offenses to achieve the enterprise's goals (the "Norcross Enterprise").

2. From approximately 2012 to 2013, members and associates of the Norcross Enterprise, including GEORGE E. NORCROSS, III, used their political influence to tailor New Jersey economic development legislation to their preferences. After the legislation was enacted in September 2013, members and associates of the Norcross Enterprise conspired to, and did, extort and coerce others to obtain—for certain individuals and business entities—properties and property rights on the Camden, New Jersey waterfront and associated tax incentive credits. The entities that benefitted, including Cooper Health and CSB, then occupied the properties they obtained interests in and sold the tax credits they obtained for millions of dollars. Through a pattern of extortionate and other criminal conduct, the Norcross Enterprise also sought to promote and maintain the business, political, and philanthropic power and reputation of GEORGE E. NORCROSS, III and other Enterprise members and associates.

3. The criminal conduct included GEORGE E. NORCROSS, III threatening one developer who held Camden waterfront property rights necessary for the Norcross Enterprise to build the Triad1828

Centre, the tallest building on the Camden waterfront and the current headquarters of CSB, and an apartment building known as 11 Cooper. When the developer would not relinquish his rights on terms preferred by GEORGE E. NORCROSS, III, he threatened the developer that he would, in substance and in part, "f**k you up like you've never been f**ked up before," and told the developer he would make sure the developer never did business in Camden again. In a recorded phone call, GEORGE E. NORCROSS, III later admitted to threatening the developer: "I said, . . . 'this is unacceptable. If you do this, it will have enormous consequences.' [The developer] said, 'Are you threatening me?' I said, 'Absolutely.'"

4. In addition to GEORGE E. NORCROSS, III's threats, Norcross Enterprise members and associates: (1) conspired to have the City of Camden condemn the developer's rights through legal action to gain leverage in their negotiations; (2) plotted for Camden City officials to publicly "accus[e]" the developer of being "not a reputable person"; (3) caused certain Camden City officials, including the Mayor, to stop communicating with the developer; and (4) plotted to use the Camden government to damage an unrelated project of the developer's. In a recorded call planning this scheme, GEORGE E. NORCROSS, III explained that "you can never trust [this developer] until you got a bat over his head," stated that he wanted the developer to "cry uncle," and identified the

developer's unrelated project as "another point of attack on this putz."

5. As a result of the Enterprise's conduct, in October 2016, the developer sold the rights to \$18 million worth of tax credits to an entity owned by Norcross Enterprise members and associates, which the entity began selling in 2022. The developer also sold and extinguished other rights, allowing three entities associated with the Norcross Enterprise, including CSB, to apply for additional tax credits on the same day the agreement of sale was signed. The tax credits approved for the three entities totaled over \$240 million. In 2022, the entities began receiving these tax credits and selling them.

6. Additionally, from in or about March 2018 to September 2023, the Norcross Enterprise followed through on their plan to use the developer's unrelated project in the Camden waterfront district to "attack" the developer. When the developer sought a Camden City government approval necessary to facilitate the sale of a residential building he owned, PHILIP A. NORCROSS, the defendant, a member of the Norcross Enterprise who had no financial or legal interest in either property, intervened. In a meeting with City officials, PHILIP A. NORCROSS said the approval should be "slowed down" and used to cause the developer to forfeit his rights to redevelop the unrelated site. City officials, in turn, did not grant the approval, and in April 2018, moved to terminate

the developer's rights to develop the unrelated site. The developer challenged that action in court, and the City countersued, resulting in a litigation that lasted until a September 2023 settlement in which the developer agreed to give up his development rights and make payments as part of a settlement agreement.

7. In another instance, GEORGE E. NORCROSS, III learned that a Camden nonprofit redevelopment organization was seeking to purchase the L3 Complex, a Camden property identified to GEORGE E. NORCROSS, III as a potential location for Cooper Health offices. As a result, Norcross Enterprise members and associates intervened to force the nonprofit to partner with the Enterprise's chosen developer, rather than the developer of its own choosing, and ultimately to sell its rights to the L3 Complex. Prior to learning of the nonprofit's agreement of sale to buy the L3 Complex, the Norcross Enterprise had caused the Camden Mayor's office to instruct the nonprofits's leaders to meet regularly with PHILIP A. NORCROSS so the Norcross Enterprise could monitor what the nonprofit was doing. With this mechanism already in place, PHILIP A. NORCROSS then told the nonprofit's CEO not to use the nonprofit's chosen developer and implied that the nonprofit would suffer repercussions if it did not use the Norcross Enterprise's choice. Aware of previous financial repercussions for the nonprofit after its founder had disagreed with GEORGE E. NORCROSS,

III in the past, and with the Mayor's office instructing him to deal with PHILIP A. NORCROSS and advising him his job was in jeopardy, the nonprofit's CEO relented. As a result of the Norcross Enterprise's conduct, rather than partnering with the developer of its choice, earning expected millions of dollars from the transaction, and sharing in future profits from its ownership of the L3 Complex as it intended, the nonprofit partnered with the developer of the Norcross Enterprise's choosing and, in December 2014, received approximately \$125,000 for its rights. As a result of this conduct, the developer chosen by the Norcross Enterprise was able to obtain the L3 Complex at a discounted price available to the nonprofit, and Cooper Health obtained over \$27 million in tax credits from 2016 to 2022.

8. After extorting and coercing the nonprofit organization, the Norcross Enterprise sought, in December 2017, to remove the CEO of the nonprofit from his job through threats to his reputation and economic harm. The Norcross Enterprise did this, in part, to financially benefit DANA L. REDD, the defendant, who was nearing the end of her term as Camden Mayor. After the Norcross Enterprise caused an individual ("CC-1") who was the CEO of the Cooper Foundation (a foundation chaired by PHILIP A. NORCROSS) to be installed as a co-chair of the nonprofit, CC-1 threatened the nonprofit CEO victim with harm to his reputation and termination for cause if he did not resign. As a result of CC-1's threats,

the victim resigned. The Norcross Enterprise, in turn, used the victim's open position to place a former-university board CEO at the nonprofit. DANA L. REDD was then appointed to the university board CEO's position.

RELEVANT INDIVIDUALS AND ENTITIES

9. GEORGE E. NORCROSS, III, the defendant, is executive chairman of CSB. He is also the chairman of the board of trustees at Cooper Health. From 1989 to 1995, he served as the chairman of the Camden County Democratic Committee, and was a member of the Democratic National Committee until 2021. He is also a partner in the groups that own the Ferry Terminal Building, 11 Cooper, and the Triad1828 Centre in Camden and was on the board of directors for Camden Community Partnership (formerly known as Cooper's Ferry Partnership ("CFP")), a non-profit redevelopment organization, at various times beginning in 2021. He exercises control of Democratic politics throughout South Jersey, and beyond, by controlling the manner in which candidates are endorsed and supported by the local party apparatus and given preferential locations on the ballot, and through fundraising.

10. PHILIP A. NORCROSS, the defendant, is managing shareholder and CEO at the Parker McCay law firm. From 2010 to the date of this Indictment, he was the Chair of the Board at the Cooper Foundation, which supports the charitable purposes, programs and services of Cooper Health and its affiliates. From

2014 to the date of this Indictment, he served on the board of Cooper Health. He was also the registered agent for the groups that own the Ferry Terminal Building and the Triad1828 Centre.

11. WILLIAM M. TAMBUSI, is an attorney and partner at the law firm of Brown and Connery. He is the long-time personal attorney to GEORGE E. NORCROSS, III. From 1989 to the date of this Indictment, he served as counsel to the Camden County Democratic Committee. He also served as outside counsel to the City of Camden, the Camden Redevelopment Agency ("CRA"), Cooper Health, and CSB.

12. DANA L. REDD, is the CEO of Camden Community Partnership (formerly CFP), a position she has held beginning in 2022. From 2001 to 2010, she served as a member of Camden City Council. From 2008 to 2010, she served as the State Senator for the Fifth Legislative District. From 2010 to 2018, she served as the Mayor of the City of Camden, and, from 2018 to 2022, she served as the CEO of the Rowan University/Rutgers-Camden Board of Governors.

13. SIDNEY R. BROWN, is the CEO of NFI, a trucking and logistics company. From 2014 to the date of this Indictment, he was a member of the board at Cooper Health. He was also a partner in the groups that own the Ferry Terminal Building, 11 Cooper, and the Triad1828 Centre.

14. JOHN J. O'DONNELL has been in the executive leadership of The Michaels Organization ("TMO"), a residential development

company, in various roles including chief operating officer, president, and chief executive officer. He was also a partner in the groups that own the Ferry Terminal Building, 11 Cooper, and the Triad1828 Centre and was on the board of CFP, later known as Camden Community Partnership, at various times beginning in 2018.

15. The New Jersey Economic Development Authority ("EDA") was created in 1974 as an independent government entity in an effort to attract and expand industry in New Jersey. At various times, the EDA owned real property and/or redevelopment options on the Camden waterfront. The EDA is based in Trenton, New Jersey.

16. CFP was a private nonprofit corporation dedicated to planning and implementing redevelopment projects in the City of Camden. It was first founded in 1984 as Cooper's Ferry Development Association ("CFDA") with a focus on the Camden Waterfront. It worked with the public and private sectors to redevelop the Camden Waterfront. In 2011, CFDA merged with the Greater Camden Partnership to form CFP with the mission to create sustainable economic and community development. In 2021, it again changed names to Camden Community Partnership.

17. Liberty Property Trust ("LPT") was a real estate investment trust focused on office buildings and industrial properties based in Philadelphia, Pennsylvania. In 2015, LPT announced plans to purchase the rights to develop Camden waterfront properties from Steiner & Associates.

18. Steiner & Associates ("Steiner") is a private company based in Columbus, Ohio. Steiner began redeveloping the Camden Aquarium in 2003. Following that project, Steiner and another company created a partnership called Camden Town Center ("CTC") which entered into an agreement with the EDA to become the developer of approximately 30 acres of land on the Camden waterfront. As part of that agreement, the EDA acquired title to the various parcels from other governmental and non-profit entities.

19. Dranoff Properties, Inc. ("DPI") is a residential real estate development company based in Philadelphia, Pennsylvania and led by its founder ("Developer-1"). For approximately 30 years, DPI and/or its related entities have developed and managed residential developments throughout Pennsylvania and New Jersey. In 2002, DPI began the process of renovating and remediating the Victor Lofts on the Camden Waterfront. The renovation was completed in 2003. The Victor Lofts was the first market rate housing in Camden in decades. DPI still owns and operates the Victor Lofts.

20. The CRA was created by the Camden City Council in 1987 and is responsible for redevelopment projects in the City of Camden. The CRA is led by an executive director.

BACKGROUND ON THE CITY OF CAMDEN

21. The City of Camden, incorporated in 1828, is the county seat of Camden County. At all times relevant to this Indictment, Camden government was organized under the "mayor-council" model where there is an elected mayor, who has broad executive powers, and a city council comprised of seven members.

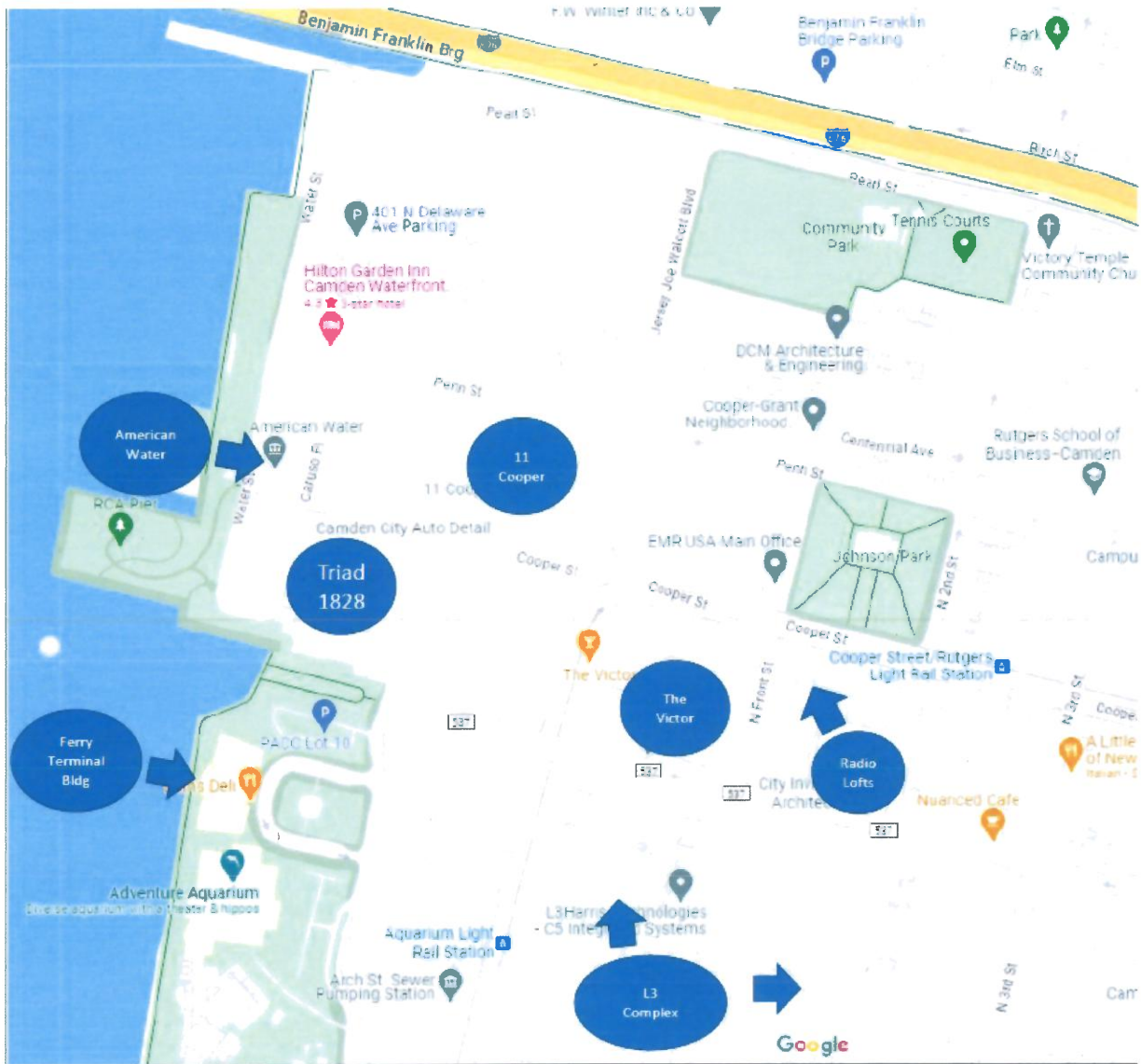
22. The Camden Waterfront District is defined in the City of Camden Charter as the area from Pearl Street to Clinton Street and Third Street to the Delaware River. Historically, the City of Camden was an industrial and manufacturing hub. In the latter half of the 20th Century, the City of Camden experienced a significant economic decline as various companies closed their production operations in the City. In an effort to revitalize the downtown area, city officials focused revitalization efforts on abandoned industrial sites on the Camden Waterfront.

23. The Victor Talking Machine Company was an American recording company and phonograph manufacturer established in Camden in 1901. It was acquired by the Radio Corporation of America ("RCA") in 1929. At its height, RCA employed approximately 13,000 people on a campus of nearly 60 acres on the Camden Waterfront. In approximately 1984, RCA moved its RCA Broadcast Systems Division out of Camden; eventually its various product lines were closed down or sold to other companies. All but three of its buildings—Building 17, Building 8, and Building 2—were

demolished along with the adjacent vacant Campbell's Soup factories.

24. In reaction to this, the CFDA was established in approximately 1984 in order to work with public and private entities to redevelop the waterfront. Additionally, the CRA was established in 1987 in order to redevelop the waterfront. In order to prevent taxes from accruing on vacant property, the CRA took ownership of the land in the waterfront area that required redevelopment. Over the next several decades, the CRA would enter into redevelopment options and contracts with other entities that gave those entities the rights to develop certain parcels of land. Additionally, at various points, other government entities, including the EDA, came to own various parcels of property on the waterfront.

25. A map of the relevant area with locations discussed throughout this Indictment is below:



BACKGROUND ON THE ECONOMIC OPPORTUNITY ACT AND TAX CREDIT INCENTIVES

26. The Grow New Jersey Assistance Program ("Grow NJ") was created by law enacted in January 2012, and established a tax incentive credit program to be administered by the EDA for business that met certain eligibility requirements. Under Grow NJ, if a business made a minimum capital investment in a qualified incentive

area, created or retained at least 100 full-time employees, was in an industry identified as desirable, and if the award of the tax credit was shown to be a material factor in creating or maintaining the minimum number of employees, a tax credit could be awarded. Applications were to be received by July 2014.

27. The tax incentive credits would be approved and issued on an annual basis by the State of New Jersey and could be used to offset the amount of tax a company owed to the State in a given year or could be sold to another company that could use the credit to offset its own tax liabilities. In either scenario, the State collected less revenue when the tax credits were submitted.

28. The Economic Opportunity Act of 2013 ("EOA") was signed into law on September 18, 2013. The EOA streamlined New Jersey's five existing economic development programs into two: Grow NJ and the Economic Redevelopment and Growth program ("ERG"). The deadline for applications under the EOA was June 30, 2019.

29. The EOA's version of Grow NJ expanded upon the incentives previously offered under the program and created lower thresholds for incentives in Garden State Growth Zones, which included the City of Camden. For projects in Camden to be eligible for tax incentive credits, among other requirements, a business would have to show that the provision of tax credits was a material factor in the decision to make a capital investment in Camden as well as demonstrate that the capital investment and creation of jobs would

result in a net positive benefit to the State at least equal to the amount of tax credits requested.

30. ERG provided for credits up to 40% of the capital investment for residential projects in Camden, subject to the same net benefit test.

THE NORCROSS ENTERPRISE'S EFFORTS TO CRAFT THE EOA FOR ITS USE AND BENEFIT

GEORGE E. NORCROSS, III: "This is for our friends."

31. In or about 2012 or 2013, before the EOA was enacted, the then-CEO of Cooper Health, who was also the co-chair of CFP ("Cooper Health CEO-1"), hosted a meeting at a law firm in Trenton. The then-CEO of CFP ("CFP CEO-1") and the then-President of CFP ("CFP President-1") attended. GEORGE E. NORCROSS, III participated in the meeting by speaker phone. At the outset of the meeting, GEORGE E. NORCROSS, III asked who was in the room and, after learning who was present, said, in substance, "this,"—i.e., the planned EOA legislation—"is for our friends." GEORGE E. NORCROSS, III also stated during this timeframe, in substance, that he wanted to be able to use the new legislation to construct an office building for free.

32. Between approximately June 30, 2012 and September 30, 2013, CFP CEO-1 and CFP President-1 participated in meetings, exchanges of emails, and phone conversations with PHILIP A. NORCROSS and another lawyer ("Lawyer-1") at Parker McCay regarding the legislation that would become the EOA. During these

discussions, CFP CEO-1 and CFP President-1 advocated that the legislation should address three areas of redevelopment: a) commercial; b) residential; and c) retail. PHILIP A. NORCROSS resisted efforts to include retail in the legislation and to focus on redevelopment that would create community access to the waterfront development.

33. During these discussions, PHILIP A. NORCROSS represented GEORGE E. NORCROSS, III's interests. At one point, in response to a question about where someone working in a new office building would go to get a cup of coffee, PHILIP A. NORCROSS responded with words to the effect of "George hates Starbucks."

GEORGE E. NORCROSS, III Gathers Information on Existing Development Rights in Camden

34. During the course of these discussions about the EOA, GEORGE E. NORCROSS, III obtained information about the status of various redevelopment rights on the Camden waterfront, including a view easement held by Developer-1 to protect the views from the Victor Lofts, which would expire in 2022. On April 16, 2013, at the direction of Cooper Health CEO-1, CFP CEO-1 wrote an email to GEORGE E. NORCROSS, III with the subject line "RE: Waterfront Option Extension for 'Camden Town Center' AKA Steiner & Associates."

a. The email described that "CTC (AKA 'Steiner & Associates')" had an option agreement to develop the property on the Camden waterfront from Federal Street to

the Ben Franklin Bridge and from the Delaware River to Delaware Avenue.

b. The email from CFP CEO-1 to GEORGE E. NORCROSS, III discussed disagreement between CTC and the EDA over when CTC's development option expired, and noted the "EDA absolutely has the ability to litigate the matter today and potentially extinguish the CTC option. This litigation would not extinguish the view easement that [Developer-1] has for the waterfront, however, we believe this easement may also be expiring in 2018."

35. On April 16, 2013, GEORGE E. NORCROSS, III forwarded the email to the Chief Executive Officer of the EDA.

The Norcross Enterprise's Involvement in Drafting the EOA

36. Between approximately June 30, 2012 and September 30, 2013, PHILIP A. NORCROSS communicated directly with the then-State Senate President ("Senate President") regarding the drafting of the EOA. For example, on April 21, 2013, the Senate President forwarded to PHILIP A. NORCROSS an email exchange he had with the then-New Jersey Governor about the EOA with the subject line (sent from the then-Governor to the Senate President) "Just heard about your EDA asks." PHILIP A. NORCROSS responded to this email by sending the Senate President an email response that said "Left you vm. Call me." The next day, April 22, 2013, PHILIP A. NORCROSS sent the Senate President an email with the subject line "Economic

Opportunity Bill" and an attachment called "Economic Opportunity Bill.pdf."

37. GEORGE E. NORCROSS, III and the Senate President were political allies; for example, GEORGE E. NORCROSS, III has hosted numerous fundraisers in support of the Senate President throughout his political career.

38. On June 5, 2013, Lawyer-1 sent an email to PHILIP A. NORCROSS with the subject line "Fax from [the then-Governor's Chief of Staff]." In this email, Lawyer-1 wrote, "Below are the changes that we incorporated into the version that was provided to us, but that are not discussed in the fax [from the Governor's office]." The email continued with notations on the bill, including one that emphasized that projects in Camden would have an easier route to approval, and ones that would benefit a hospital, like Cooper Health.

39. On June 18, 2013, PHILIP A. NORCROSS sent an email to the Senate President with the subject line "A-3680 (ECON BILL)" and an attachment called "Talking Points- A-3680 (ECON BILL).DOC." In the body of this email, PHILIP A. NORCROSS wrote, "Attached is an outline of discussion points for the upcoming meeting with Admin. We should meet beforehand so that I can give you some details and background." The talking points included reducing the requirements for tax credits for projects in Camden "to make sure everybody always gets full funding" and the removal of certain

required certifications for Camden projects.

40. On June 4, 2013, Lawyer-1 sent an email, copying PHILIP A. NORCROSS, to representatives of the-then Governor's office and the EDA with the subject line "EOA Cleanup language" and an attachment called "S1551 revisions 6.4.14.doc." In this email Lawyer-1 provided a draft of sections of the EOA with edits highlighted.

41. On June 21, 2013, Lawyer-1 made edits to a draft of the EOA that included a change to allow the cost of repairs to "pier, wharf or bulkhead" to be counted when calculating capital investments that qualified for tax credits. As described below, GEORGE E. NORCROSS, III would later lead an investment group that sought to construct a building on a pier in Camden.

42. The EOA was enacted into law on September 18, 2013. Under the EDA's regulations governing tax credits, businesses considered to be "final point of sale retail" were not eligible for tax credit awards. On approximately December 9, 2013, after the passage of the EOA and prior to any public comment period on applicable regulations, Lawyer-1 lobbied the EDA to exclude a hospital, such as Cooper Health, from the definition of "final point of sale retail." Such an exclusion would allow a hospital to take advantage of the EOA and apply for tax credits. The EDA made the requested amendment.

The Norcross "Siblings" Implement "George's [A]genda" in Camden

43. On September 30, 2013, shortly after the passage of the EOA, PHILIP A. NORCROSS met with a group of individuals. During the course of this meeting, PHILIP A. NORCROSS, described how he and his siblings implemented GEORGE E. NORCROSS, III's agenda in the City of Camden.

a. During the course of this conversation, which was recorded, PHILIP A. NORCROSS stated: "I try to practice as little law as possible . . . just for laughs and giggles I run a law firm. And for more laughs and giggles, my siblings and I get around . . . the table and decide what GEORGE [E. NORCROSS III]'s agenda is in Camden"

b. PHILIP A. NORCROSS stated: "So, [GEORGE E. NORCROSS, III's] first two initiatives were getting the schools uh, semi-fixed. . . . And then we regionalized the police force, and made it a county police force . . . and then what we did just a few weeks ago is, and this probably is not such a good thing, we re-wrote a tax credit law in New Jersey, that says in essence, if you come to Camden, we're going to give you one hundred percent tax credit for all capital and related costs. As long as you bring some jobs in. Over ten years, it's a hundred

percent and . . . it will cause real havoc, it's unlimited."

THE L3 COMPLEX SCHEME

CFP Begins Negotiations to Buy the L3 Complex and Is Directed to Meet with PHILIP A. NORCROSS by the Camden Mayor's Office

47. In approximately 2012, prior to the drafting and implementation of the EOA, CFP began discussions to purchase the Camden Aerospace Center, commonly referred to as the "L3 Complex," from the EDA. The L3 Complex, near the Camden waterfront, is comprised of two three-story buildings and surface parking on a 21-acre lot.

48. Photographs of the L3 building similar to how it appeared at the time are below:





49. In approximately the summer of 2013, the chief of staff to Camden Mayor DANA L. REDD ("CC-2"), told CFP CEO-1 that he should start meeting regularly with PHILIP A. NORCROSS and herself in order to make sure that CFP had the approval of GEORGE E. NORCROSS, III and PHILIP A. NORCROSS for CFP's various projects going forward.

50. The meetings among CFP CEO-1, CC-2, and PHILIP A. NORCROSS occurred regularly beginning in September 2013. These meetings later evolved into weekly Camden "stakeholder" meetings discussed hereinafter.

51. GEORGE E. NORCROSS, III and PHILIP A. NORCROSS held no roles at CFP and no Camden City government positions at the time. They were not involved in CFP's attempt to buy the L3 Complex at the time.

52. Although he held no role at CFP or in Camden City government, PHILIP A. NORCROSS sought updates from CFP CEO-1, CFP President-1, and Cooper Health CEO-1 on the status of CFP's agreement to purchase the L3 Complex.

53. At this time, CFP CEO-1 was aware that the prior President and CEO of CFP (the "CFP Founder"), had gotten into a dispute with GEORGE E. NORCROSS, III in the early 2000s and that after this dispute, the Camden government had cut off or reduced funding to CFP, which made it difficult for CFP to operate. CFP CEO-1 was aware that the CFP Founder believed GEORGE E. NORCROSS, III had caused CFP's funding to be cut off. CFP CEO-1 knew that as a result of this dispute and its consequences, the CFP Founder left CFP and the City of Camden in 2009.

54. CFP CEO-1 was additionally aware of a past incident involving GEORGE E. NORCROSS, III that contributed to CFP CEO-1's understanding of the political power of GEORGE E. NORCROSS, III. Specifically, CFP CEO-1 was aware that GEORGE E. NORCROSS, III was captured on audio recordings made in 2001 threatening and seeking to induce a councilman in Palmyra, New Jersey to fire a municipal employee.

55. In September 2013, CFP CEO-1 was profiled in a business journal about the EOA. GEORGE E. NORCROSS, III reacted angrily to this article, forwarding it to Cooper Health CEO-1 (also one of

CFP's co-chairs) on October 3, 2013, and suggesting another person could take CFP CEO-1's job leading CFP. CFP CEO-1 subsequently learned that GEORGE E. NORCROSS, III was upset over the article. Approximately four years later, the person who was suggested by GEORGE E. NORCROSS, III became the CEO of CFP.

CFP Enters into an Agreement to Buy the L3 Complex from the EDA and GEORGE E. NORCROSS, III Informs CFP's Co-Chair He Is Angry

56. On January 30, 2014, CFP signed an agreement of sale with the EDA to buy the L3 Complex for approximately \$32.7 million. CFP would be permitted to buy the L3 Complex at an approximately 10% discount from its market value. EDA policies allowed a discount to be granted on the property's sale price due to CFP's nonprofit status.

57. CFP intended to partner with an investor of its choosing in purchasing the L3 Complex, and in or about December 2013, began discussions with Keystone Property Group and Mack-Cali Realty Corporation ("KPG/MC"), a partnership of two well-known regional real estate development companies based in Bala Cynwyd, Pennsylvania and Edison, New Jersey respectively, on the deal.

58. In or about the first half of 2014, Cooper Health CEO-1 told CFP CEO-1 and CFP's President that GEORGE E. NORCROSS, III was angry that CFP had a contract with the EDA to buy the L3 Complex and wanted either CFP CEO-1 or CFP's President fired from

their jobs at CFP. GEORGE E. NORCROSS, III told Cooper Health CEO-1 that CFP should not be in the development business, that they would fail, and that they did not know what they were doing.

PHILIP A. NORCROSS Demands CFP Exit the Deal and Involve a Particular Developer Instead

59. Cooper Health CEO-1 also told CFP CEO-1 and CFP President-1 that because GEORGE E. NORCROSS, III was angry about CFP's involvement in the L3 transaction, they had to go meet with PHILIP A. NORCROSS about the deal. On March 5, 2014, CFP CEO-1 and CFP President-1 met in person with PHILIP A. NORCROSS. During this meeting, PHILIP A. NORCROSS told CFP CEO-1 and CFP President-1 that CFP should not be involved in development and should turn the deal over to a private investor partner. PHILIP A. NORCROSS named several entities that CFP should partner with, including a real-estate investor ("Investor-1") and Mack-Cali.

60. Within a day, during a meeting among PHILIP A. NORCROSS, CC-2, and CFP CEO-1, PHILIP A. NORCROSS followed up on the demand regarding Investor-1 and then sent an email to CFP CEO-1 regarding the same later that same day.

61. Approximately a week later, PHILIP A. NORCROSS contacted CFP to inform CFP that Investor-1 was interested in the deal, and that they could enter into a non-disclosure agreement with Investor-1.

62. Investor-1 and GEORGE E. NORCROSS, III had an ongoing financial relationship. In 2013, GEORGE E. NORCROSS, III and Investor-1 were part of an investment group that attempted to purchase a country club in Cherry Hill, New Jersey. Also in 2013, GEORGE E. NORCROSS, III invested \$500,000 in a Pennsylvania data center company with Investor-1. GEORGE E. NORCROSS, III and Investor-1 both lost money in that investment.

63. As a result of PHILIP A. NORCROSS's actions, CFP, which was not otherwise interested in working with Investor-1, signed a non-disclosure agreement to permit discussions regarding the deal with an entity controlled by Investor-1.

***CFP Reaches an Agreement with a Developer of Its Choosing and
PHILIP A. NORCROSS Objects***

64. In late March 2014, Cooper Health CEO-1 asked CFP President-1 for a proposed lease for Cooper Health to move into the L3 Complex under CFP's ownership. CFP President-1 sent a proposal from CFP which was received favorably by Cooper Health officials involved in evaluating Cooper Health's options for a Camden office building. Cooper Health CEO-1 also forwarded information regarding Cooper Health leasing space in the L3 Complex to PHILIP A. NORCROSS.

65. On approximately April 21, 2014, CFP reached an agreement in principle to conduct a joint venture with KPG/MC to complete the purchase of the L3 Complex from the EDA. CFP President-1 informed Cooper Health CEO-1 of this development on

April 22, 2014, who, in turn, informed PHILIP A. NORCROSS. Cooper Health CEO-1 also informed CFP President-1 that GEORGE E. NORCROSS, III knew about CFP's agreement in principle with KPG/MC.

66. The unsigned letter of intent between CFP and KPG/MC included provisions that: (1) would make the parties equal partners; (2) would provide CFP a \$9,300,000 credit to recognize the value of the L3 Complex; and (3) provided that future profits after various equity interests were recovered would be split 75%/25% in favor of KPG/MC, which would give CFP a profit stream going forward.

67. On April 23, 2014, Cooper Health CEO-1 emailed CFP President-1 and CFP CEO-1 to inform them that he was getting "push back" because KPG/MC was not a "local firm." Cooper Health CEO-1 also informed CFP President-1 that "[PHILIP A. NORCROSS] is still torqued about [CFP's] 'blowing off' [Investor-1]. Handle that gingerly."

GEORGE E. NORCROSS, III Explores Other Options for Cooper Health but None Were Suitable

68. GEORGE E. NORCROSS, III and other Cooper Health officials considered three main options for their relocation plan, but by April 2014, certain Cooper Health officials determined that it could not, even with tax credits obtained from the EOA, afford to construct its own office building in Camden. These officials were of the view that other than the L3 Complex, there were not

any other existing office buildings that were suitable for Cooper Health.

69. On approximately April 24, 2014, Cooper Health CEO-1 participated in a conference call with other Cooper Health officials, including GEORGE E. NORCROSS, III. As noted above, this was one day after Cooper Health CEO-1 had conveyed to CFP President-1 and CFP CEO-1 that he was receiving "push back" regarding CFP's proposed partnership with KPG/MC and that PHILIP A. NORCROSS was "torqued" about CFP having blown off Investor-1.

PHILIP A. NORCROSS Threatens CFP if It Continues Partnering with Its Chosen Developer and CFP Consents

70. On the next day after the Cooper Health conference call, April 25, 2014, PHILIP A. NORCROSS and CC-2 met with CFP CEO-1 at CFP's office in Camden. During the course of this meeting, PHILIP A. NORCROSS told CFP CEO-1 that CFP was not allowed to use KPG/MC and it should only use Investor-1, in a manner that CFP CEO-1 took as a threat to CFP.

71. Given what CFP CEO-1 understood to be a threat from PHILIP A. NORCROSS and based on what he knew about GEORGE E. NORCROSS, III's dispute with the CFP Founder and his knowledge of GEORGE E. NORCROSS, III's conduct in the past, CFP CEO-1 and CFP President-1 agreed to partner with Investor-1 and another real estate investor working with Investor-1 ("Investor-2").

72. On May 9, 2014, Investor-2 emailed an offer to CFP to acquire a joint interest in the L3 Complex, which CFP President-1 viewed as "very very light." The value of Investor-1 and Investor-2's offer to CFP was over \$2 million less than the offer from KPG/MC to which CFP had previously agreed. CFP President-1 wrote in an email that it was a "false choice as it doesn't seem like we will be able to close the KPG[/MC] deal given the opposition."

73. By the summer of 2014, CFP and Investor-1 and Investor-2 had verbally agreed that CFP would purchase the L3 Complex and then sell it to an entity created by Investor-1 and Investor-2, that would later be called L/N CAC. This would result in CFP acting as a pass-through entity that could acquire the building at a price much lower than the price Investor-1 or Investor-2 would be able to attain on their own due to CFP's non-profit status. The agreement was that Investor-1 and Investor-2 would obtain financing for CFP's closing and CFP would then transfer the building to L/N CAC for \$1, receive a lump sum payment of approximately \$1.5 million (5 percent of the closing price), and would share in a portion of the building's profits going forward. Over the subsequent months, however, CFP was never able to obtain L/N CAC's written agreement to this deal.

74. By this point, CFP had invested approximately \$450,000 in their efforts to acquire the L3 Complex.

75. By the summer of 2014, Cooper Health had agreed with Investor-1 and Investor-2 that Cooper Health would be part of the entity that would own L3. However, in August 2014, PHILIP A. NORCROSS informed Cooper Health officials that having an ownership interest in the L3 Complex would complicate its application for tax credits as it would be applying for tax credits to lease space in a building it would partially own. For this reason, Cooper Health officials agreed with Investor-1 and Investor-2 that Cooper Health would not officially become part of the ownership entity until after the EDA had awarded Cooper Health tax credits.

76. Between July and September 2014, PHILIP A. NORCROSS informed CFP CEO-1 that CFP would have to pay approximately \$1.5 million to cover costs related to windows in the L3 Complex. PHILIP A. NORCROSS told CFP that this had to come out of CFP's end of the transaction.

77. During the course of the L3 transaction, CFP CEO-1 reached out to Camden Mayor DANA L. REDD, one of the co-chairs of CFP, and CC-2 for help on the deal, explaining the negative financial consequences for CFP, but they both told him that he had to deal with PHILIP A. NORCROSS, who had no formal role with CFP or the City, to resolve it. DANA L. REDD and CC-2 also told CFP CEO-1 at various stages during the L3 transaction that his job was in jeopardy.

CC-1 Is Installed as Co-Chair of CFP

78. Cooper Health CEO-1 died suddenly in late September 2014. Within a matter of weeks, Camden Mayor DANA L. REDD, the other co-chair at CFP, and PHILIP A. NORCROSS each told CFP CEO-1 that CC-1, then the CEO of the Cooper Foundation (chaired by PHILIP A. NORCROSS), would replace Cooper Health CEO-1 on the board and as co-chair of CFP. DANA L. REDD told CFP CEO-1 that she had been told to do this and that having CC-1 as co-chair would help get CFP back on the good side of GEORGE E. NORCROSS, III. PHILIP A. NORCROSS also told CFP CEO-1 that GEORGE E. NORCROSS, III would be happier if CC-1 was co-chair and that it would help mend fences with GEORGE E. NORCROSS, III.

79. Between October 1, 2014 and December 30, 2014, after CC-1 became co-chair of CFP, CFP CEO-1 told CC-1 about how the deal kept getting worse for CFP and that there still was not a signed agreement. CC-1 told CFP CEO-1 that he had to deal with PHILIP A. NORCROSS and pushed him to close the transaction.

L/N CAC Closes on the Deal to Buy L3

80. On November 7, 2014, Cooper Health applied to the EDA for tax credits under the Grow NJ program for their prospective lease of space in the L3 Complex, seeking the tax credits to offset their costs of leasing the building. In that application, it identified Investor-2 of L/N CAC as its landlord and did not disclose its plans to become part owners of the L3 Complex to the

EDA, which Lawyer-1 had previously instructed would create an obstacle to approval. GEORGE E. NORCROSS, III was the chairman of the board of trustees at Cooper Health at the time of this submission.

81. On December 9, 2014, the EDA approved an award in the amount of \$39,990,000 in tax credits to Cooper Health paid out over a 10-year period, subject to annual certifications by Cooper Health that it had maintained its levels of job creation and retention.

82. CFP closed on the L3 Complex on December 30, 2014. L/N CAC provided funding, obtained through a bank loan, sufficient to cover the \$32.67 million contract price to close the deal, which was paid directly by L/N CAC to the EDA during simultaneous closings. CFP conveyed the L3 Complex to L/N CAC that same day for \$1. Rather than 5% of the closing price, or the \$1.5 million previously discussed, CFP subsequently received a payment of \$575,000 from L/N CAC, approximately \$450,000 of which covered CFP's expenses incurred in the process of purchasing the building such as legal and consultant fees. This resulted in CFP receiving a net of approximately \$125,000 for its role in the L3 Complex transaction, which is far less than CFP stood to earn through its proposed partnership with KPG/MC. CFP did not receive a share of the L3 Complex's future profits.

83. At the time of the closing, the L3 Complex had been appraised at \$54 million in its existing condition as part of L/N CAC obtaining a bank loan for financing. This appraisal was significantly above the \$32.67 million purchase price paid by L/N CAC using CFP as a pass-through entity.

84. Beginning in February 2015, following the closing, Cooper Health began discussions about investing into a fund run by a relative of Investor-1. In April 2015, Cooper Health invested \$10,000,000 into that fund.

***Cooper Health Becomes Partners with L/N CAC and Leases
Space from Its Own Partnership, Obtains \$27 Million in Tax
Incentives to Date as a Result***

85. Beginning in 2015, after having signed a lease with L/N CAC, Cooper Health moved personnel into the L3 Complex.

86. By March 2015, only four months after applying for tax credits to lease space in the L3 Complex, Cooper Health bought a 49-percent ownership share of L/N CAC, at a value of approximately \$2.45 million for its share.

87. Between January 22, 2016 and June 28, 2022, Cooper Health filed six separate certifications with the EDA for tax credits for the calendar years 2015 to 2020, resulting in six separate awards for a total of \$27,114,000 in tax credits, which Cooper Health in turn sold in separate transactions to third-parties for a total of \$25,080,450.

88. As a result of the Norcross Enterprise's conduct:

a. CFP was forced to partner with L/N CAC, rather than its preferred development partner, in purchasing the L3 building.

b. L/N CAC was able to obtain a building appraised at \$54 million for less than \$34 million in funding, including payments to the EDA and a fee to CFP.

c. Cooper Health became 49% partners in L/N CAC, which owned the L3 Complex, at a cost of approximately \$2.45 million.

d. Cooper Health was able to lease space in the building, and pay rent to an entity that was 49% owned by Cooper Health.

e. Cooper Health, as a result of the lease, received a tax credit award of approximately \$40 million to be paid in ten annual installments contingent on annual certifications. The first six installments were sold to a third party for over \$25 million.

f. In 2017, L/N CAC refinanced their bank loan on the L3 building and obtained a disbursement of approximately \$10 million.

GEORGE E. NORCROSS, III's Own Statements Regarding CFP

89. On August 18, 2016, GEORGE E. NORCROSS, III was interviewed by Special Agents of the Federal Bureau of Investigation. WILLIAM M. TAMBUSI was also present for this interview. During the course of this interview, GEORGE E. NORCROSS, III stated: "They [CFP] don't do anything . . . I couldn't tell you whether Cooper's Ferry [Partnership] has five employees or fifty . . . I still can't tell you what they do to this day. I know they run around trying to do things but don't think they do . . . I don't really care for the people down at Cooper's Ferry and I never did . . . a lot of time [they] were involved in things they never told people about. They sort of kept to themselves when the mayor of the city, other people who were involved, should've been told . . . And it goes back to Cooper's Ferry doing things over the years that they never told people about."

90. When asked during this same interview if he knew anyone at CFP that the FBI could speak to, GEORGE E. NORCROSS, III, replied, "I don't even know anybody down there . . . I don't even know where their offices are . . . I don't know what they do." At the time of this interview, CC-1 was co-chair of CFP, and at the same time, the CEO of the Cooper Foundation, chaired by PHILIP A. NORCROSS, which was the charitable arm of Cooper Health, chaired by GEORGE E. NORCROSS, III.

The Norcross Enterprise's Efforts to Cover Up Their Conduct

91. In October 2019, the manner in which Cooper Health had come to own 49 percent of the entity owning the L3 Complex came to the attention of various news outlets. Between October 3, 2019 and December 2022, agents of members and associates of the Norcross Enterprise made statements to members of the media in order to conceal the true facts surrounding the L3 acquisition. These statements promoted the claims that CFP was not capable of purchasing L3, that CFP planned to use Cooper Health funds to finance the deal, and that Cooper Health CEO-1 had unilaterally committed Cooper Health to an above-market lease in L3 without the knowledge of other Cooper Health officials. The statements to conceal the Enterprise's conduct include the following:

- a. On October 3, 2019, an individual, identified as a spokesperson for GEORGE E. NORCROSS, III and PHILIP A. NORCROSS, was quoted saying, "[CFP] was proposing to begin something it had never done-the purchase, redevelopment and management of a large scale property. . . . And [they] intended to use Cooper University Health Care funds to finance it." The article went on to say that "According to [the spokesman], this made Cooper Health indispensable."
- b. On October 17, 2019, the Philadelphia Inquirer wrote, "Cooper Health officials maintain they salvaged the sale

of the property. They claim that Cooper's Ferry Partnership lacked the financing to acquire the L3 complex, or the tenants to support it, and that its hopes to buy the site were pinned almost entirely on luring the hospital into an above-market rental agreement."

c. In May 2022, WILLIAM M. TAMBUSI participated along with GEORGE E. NORCROSS, III and others in a recorded conference call with a WNYC reporter. This recording was subsequently posted online by the New Jersey Globe. During the course of this call, WILLIAM M. TAMBUSI claimed that CFP couldn't "do the deal" and that Cooper Health CEO-1 had unilaterally agreed to a long-term lease for Cooper Health at an inflated rate.

92. In truth and in fact: (1) CFP had an agreement in principle with an established developer, KPG/MC, to complete the transaction; (2) other Cooper Health officials were aware of lease discussions between Cooper Health and CFP; (3) no lease was actually agreed to between Cooper Health CEO-1 and CFP; and (4) Cooper Health officials reacted favorably to the lease rate discussed between Cooper Health and CFP.

THE TRIAD1828 CENTRE AND 11 COOPER SCHEME

93. From in or about 2013 to the present, GEORGE E. NORCROSS, III and other members of the Norcross Enterprise conspired to extort from DPI and Developer-1 tax credits and rights to develop

the Camden Waterfront. The Norcross Enterprise engaged in this conspiracy in order to allow the construction of a headquarters for GEORGE E. NORCROSS III's CSB firm and two other businesses run by members of the Norcross Enterprise and to obtain related tax credits, and to obtain tax credits and residential redevelopment rights held by Developer-1 that permitted the construction of a residential building on the parcel where 11 Cooper was eventually built. The members of the Norcross Enterprise and related companies then sold the tax credits for millions of dollars and continue to retain the rights to obtain and sell future tax credits.

94. As described below, the Norcross Enterprise sought in part to construct an office building on a piece of land where the Triad1828 Centre building currently stands (the "Triad Parcel"), following their original plan to build it on the pier, and to obtain related tax credits. They also sought to build a residential building ("11 Cooper") and to obtain related tax credits. To obtain the Triad Parcel, build the Triad1828 Centre, build 11 Cooper, and reap the benefits of the tax credit programs they helped design, members of the Norcross Enterprise had to contend with several significant impediments, including but not limited to, the following:

- a. The Norcross Enterprise did not own the land, nor did they have any rights to redevelop the Triad Parcel or the 11 Cooper site;
- b. The redevelopment options for the Triad Parcel and the 11 Cooper site were held by other entities;
- c. DPI held a view easement on the nearby Victor Lofts that limited the height of structures that could be built in front of it, which included the Triad Parcel; and
- d. DPI also possessed a right of first refusal for residential development in the Camden Waterfront area, which included the 11 Cooper site.

95. As described below, when negotiations with Developer-1 to sell his property and rights did not proceed to GEORGE E. NORCROSS, III's liking, GEORGE E. NORCROSS, III: (1) threatened Developer-1 with economic and reputational harm; (2) conspired to cause the City of Camden to condemn Developer-1's rights through legal action to gain leverage in their negotiations; (3) plotted for Camden City officials to publicly "accus[e]" Developer-1 of being "not a reputable person"; (4) caused certain Camden City officials, including the Mayor, to stop communicating with Developer-1; and (5) plotted to damage an unrelated project of Developer-1's using the Camden government. As a result of these threats and actions, Developer-1 sold tax credits and residential development rights and property he did not want to sell – forgoing

his own opportunity to further develop on the Camden waterfront – and extinguished the view easement, all for a price below where he valued this property.

Background on Developer-1 and DPI

96. In the early 2000s, the CFP Founder's predecessor organization recruited Developer-1's DPI to develop in Camden. In 2001, DPI agreed to redevelop a former RCA building, previously known as Building 17, that became known as the Victor Lofts or the Victor.

97. The redevelopment of the Victor Lofts into residential units was completed in approximately 2003 and was granted a certificate of occupancy in 2004. The Victor was one of the first buildings in the Camden Waterfront District that was redeveloped from manufacturing to modern use.

98. In connection with the Victor project, and to induce DPI to build what would otherwise be a commercially risky project, DPI obtained the following rights and agreements:

- a. A payment in lieu of taxes ("PILOT") agreement with the City of Camden that allowed DPI to make a payment of a set amount to the City of Camden rather than pay property taxes on the Victor which would be subject to periodic reassessment.

b. A view easement, agreed to by DPI, the CRA, and another governmental entity, limiting the height of structures that could block the Victor's view of the Delaware River and the Philadelphia skyline;

c. A right of first refusal for residential development in the Camden Waterfront Development area; and

d. An option, agreed to by the CRA, for DPI to redevelop a former RCA building, previously known as Building 8, that came to be known as "Radio Lofts." Efforts to redevelop Radio Lofts, however, stalled around approximately 2010. Under its agreement with DPI, the CRA was the party responsible for locating funds to remediate environmental issues before DPI was required to exercise its option to take ownership and begin developing the property. The CRA did locate funds for the remediation but the building had significant environmental damage and remediation would cost much more than anticipated. As a result of this, DPI could not take possession of the building to redevelop it and the CRA continued to try to locate funds to complete the remediation process.

GEORGE E. NORCROSS, III's Plans to Put the EOA Into Action

99. As noted above, the EOA was enacted in September 2013. The EOA programs were administered by the EDA.

100. On January 23, 2014, GEORGE E. NORCROSS, III sent an email with the subject line "Camden-NJ Economic Development Authority" to the CEO of LPT ("LPT CEO"), an LPT vice president/market officer, an LPT senior vice president/regional director, and Cooper Health CEO-1, in which he wrote, "Just spoke with [an individual] who heads the EDA. Would welcome meeting to discuss how to properly plan the Waterfront as well as dealing with land issues/options/ownership. I will get dates so we can meet as soon as possible." GEORGE E. NORCROSS, III sought this meeting to "plan the Waterfront" despite at this time not holding any position in Camden City government, any ownership rights over Camden Waterfront property, or any business interest in the Waterfront district except for his chairmanship of Cooper Health.

101. A calendar entry for such a meeting to "plan the Waterfront," with a subject line referencing the "Economic Development Act" indicated that the meeting, to include GEORGE E. NORCROSS, III, PHILIP A. NORCROSS, EDA representatives, and LPT representatives, occurred on February 5, 2014.

102. In February 2014, at their request, CFP CEO-1 informed GEORGE E. NORCROSS, III and PHILIP A. NORCROSS of the status of relevant plans and agreements related to the Waterfront District,

including: a) the current Waterfront District masterplan as adopted by CRA, the Delaware River Port Authority ("DRPA"), and EDA; (b) the revised and updated development option agreement held by CTC/Steiner; (c) DPI's view easement for the Victor building; and (d) an updated parcel ownership map with related restrictions on development.

103. At this time, the Triad Parcel was owned by the DRPA. The development rights to the Triad Parcel were held by Steiner. Moreover, DPI held a view easement on the Victor Lofts that limited the height of structures that could be built on the Triad Parcel. DPI also held a right of first refusal for residential development in the Waterfront District, which included the 11 Cooper site.

104. In or around the summer of 2015, Steiner agreed to sell its redevelopment options for the Camden Waterfront, which included the Triad Parcel and the 11 Cooper site, to LPT, with a member of the Steiner group indicating in an email that "political forces . . . will obstruct us at every turn."

105. In or around September of 2016, LPT sought an extension on its agreement to purchase the redevelopment options from Steiner. In discussing that extension, a member of the Steiner group referenced "political landmines" in attempting to close the deal.

***GEORGE E. NORCROSS, III and Others Announce Plans to Redevelop
the Camden Waterfront***

106. Shortly after the announcement of the agreement with Steiner for the sale of redevelopment rights to LPT, on September 24, 2015, a press conference was held in Camden announcing LPT's plans for the Camden Waterfront District. In attendance, among others, were the then-New Jersey Governor, Camden Mayor DANA L. REDD, and GEORGE E. NORCROSS, III. An accompanying press release listed GEORGE E. NORCROSS, III, SIDNEY R. BROWN, and JOHN J. O'DONNELL and their respective firms (CSB, NFI, and TMO) as "local leaders who have committed to investing in the project either personally or through their firms" and detailed that the Waterfront District development would include office space, a hotel, retail and a residential component. An accompanying site plan and drawings envisioned two office buildings, including one on the pier next to where the Triad1828 Centre was ultimately built.

107. LPT's role in the project announced was that of master developer. It held the right to purchase or develop certain parcels of land within the Camden Waterfront. GEORGE E. NORCROSS, III, SIDNEY R. BROWN, and JOHN J. O'DONNELL were each part of a group, which referred to itself as the Camden Partners Tower group ("Camden Partners"). Camden Partners was represented by PHILIP A. NORCROSS to engage in negotiations with LPT regarding the construction of an office tower that was later called Triad1828 Centre and a residential building that became 11 Cooper.

108. At the time of the press conference, GEORGE E. NORCROSS, III, SIDNEY R. BROWN, and JOHN J. O'DONNELL had no business interests in LPT or the property being redeveloped.

LPT Begins Negotiations with Developer-1

109. Between September 2015 and December 2015, LPT reached out to Developer-1 regarding working together in Camden.

110. In or about October 2015, Developer-1 attended his first meeting with LPT to discuss Camden Waterfront development opportunities. GEORGE E. NORCROSS, III and PHILIP A. NORCROSS were among those present at the meeting. PHILIP A. NORCROSS represented LPT as counsel.

111. Between September 2015 and October 2016, Developer-1 engaged in negotiations with LPT regarding releasing his view easement and exercising his residential development rights, as well as his continued role in Camden redevelopment more generally as the residential developer.

112. At one point, as part of the negotiations, Developer-1 was told by LPT's CEO that he would have to partner with TMO – of which JOHN J. O'DONNELL was CEO – going forward in connection with his Camden Waterfront interests. Developer-1 had reservations about such a partnership, but wanted to participate in the development and trusted the LPT CEO, so he continued negotiating despite these concerns. Developer-1 was wary of working with GEORGE E. NORCROSS, III, but understood him to be a powerful

individual in Camden and knew that LPT intended to work with GEORGE E. NORCROSS, III and TMO.

113. During the course of these negotiations, Developer-1 applied for ERG tax credits for the residential development project as a joint venture between DPI and TMO. On or around March 7, 2016, DANA L. REDD signed a letter on behalf of the City of Camden to the EDA in support of the tax credit application.

114. Over the course of several months, Developer-1's negotiations with TMO regarding how they could partner on the residential component broke down. Developer-1 was not comfortable with the level of control TMO wanted in the project and did not need or want a partner for residential development.

GEORGE E. NORCROSS, III Threatens Developer-1

115. Under the EOA, a company could only obtain Grow NJ tax credits if it could show that the credits were a "material factor" in the company's decision to make a capital investment in Camden or enter into a lease agreement that would move jobs to Camden. Against the backdrop of this requirement, GEORGE E. NORCROSS, III, SIDNEY R. BROWN, and JOHN J. O'DONNELL engaged in discussions with LPT regarding the development of the Triad Parcel without any written agreement in place. GEORGE E. NORCROSS, III was aware that a formal commitment, such as a written agreement, could jeopardize their later efforts to obtain tax credits to incentivize their investment.

116. The Norcross Enterprise wanted to build its office building at a height well above the limit of Developer-1's view easement for the Victor Lofts. LPT took the lead in negotiating the terms by which Developer-1 would be willing to terminate this view easement which would permit the construction of the Enterprise's building. GEORGE E. NORCROSS, III and PHILIP A. NORCROSS participated directly in these conversations between LPT and Developer-1.

117. The Norcross Enterprise's initial inability to get Developer-1 to agree to extinguish his view easement, led GEORGE E. NORCROSS, III, with PHILIP A. NORCROSS on the call, to threaten Developer-1 during a conference call in the summer of 2016. GEORGE E. NORCROSS, III stated, in substance, "if you f**k this up, I'll f**k you up like you've never been f**ked up before. I'll make sure you never do business in this town again."

118. Developer-1 took this threat seriously, believing that if he stood in the way of LPT obtaining DPI's residential development rights or extinguishing DPI's view easement, Developer-1's ability to conduct business in Camden and his financial interests in general would be in jeopardy.

GEORGE E. NORCROSS, III Admits to Threatening Developer-1

119. GEORGE E. NORCROSS, III admitted to making this threat in a recorded call with a senior executive at CSB on or about August 11, 2016, in which he said, "Yeah, we're, I mean, look. You

know, I whack into [an LPT senior vice president] pretty good because he pisses me off. You know, I said, '[to the LPT CEO], the guys f***ed around with [Developer-1] until I went crazy, insulted [Developer-1], obviously I'll never do business with the guy again."

120. Given that the view easement issue had not been resolved by this time, GEORGE E. NORCROSS, III's group had not filed its Grow NJ tax credit applications for its commercial project. A byproduct of this was that LPT spent money on the overall project without a written agreement in place with GEORGE E. NORCROSS, III's group that would ensure that LPT's investment would be protected.

121. In a recorded conversation on August 22, 2016, GEORGE E. NORCROSS, III explained to the LPT CEO his motivations for threatening Developer-1, stating to the LPT CEO that GEORGE E. NORCROSS, III's group was committed to constructing its building and that the Developer-1 view easement issue was preventing his group from filing its application:

e. GEORGE E. NORCROSS, III stated: "We are, we are way committed to this project. Way out there ourselves. Not financially like you are, but we are out there from, let's put it this way, George Norcross is out there. If [the] Michaels [Organization] walked away and if NFI walked away, it wouldn't be a big deal to them. If I walked away, it would be a . . . bad thing for the city. It would be

humiliating for me, obviously, if we were to walk away.

That's why I'm so irritated by [Developer-1]'s crap."

f. GEORGE E. NORCROSS, III continued: "I talked to John [O'DONNELL] today and I said, John, 'Is [Developer-1] playing his . . . crap with us?' Because he . . . told us all along[,] 'No problem, no problem. We're gonna make it, we're gonna make it.' . . . I detest dealing with this guy. It's just really annoying to me."

GEORGE E. NORCROSS, III Makes Good on His Threat to Developer-1 By Directing City Officials to Freeze Him Out

122. While continuing to negotiate with LPT and members of the Norcross Enterprise about his rights relative to the Triad Parcel, Developer-1 continued to explore ways to redevelop the separate Radio Lofts building.

123. Developer-1 sought to explore changing the Radio Lofts building's zoned use from residential to commercial, which would result in the environmental standards being lowered, and also explored the possibility of using EOA Grow NJ tax credits to remediate the building.

124. In or about 2016, Developer-1 wanted to discuss the availability of these options with city officials but was unable to get return calls from DANA L. REDD, who at the time served as the Mayor of Camden. Prior to the negotiations with LPT and the related problems with the Norcross Enterprise, Developer-1's phone

calls to city officials, including DANA L. REDD, were typically returned.

125. Unbeknownst to Developer-1, his calls were not being returned because PHILIP A. NORCROSS had instructed DANA L. REDD and CC-2 not to meet with Developer-1 because PHILIP A. NORCROSS was negotiating other matters with Developer-1 as part of the waterfront development.

"A Bat Over His Head": The Norcross Enterprise Follows Through on Its Threats by Plotting a Condemnation Action to Strip Developer-1 of His Interests

126. Between on or about October 14, 2016, and October 17, 2016, issues between the Norcross Enterprise and Developer-1 finally came to a head when a deal desired by the Norcross Enterprise between LPT and DPI had still not been reached. LPT was taking the lead on the view easement negotiations and believed that they were close to an agreement with DPI.

127. GEORGE E. NORCROSS, III, PHILIP A. NORCROSS, WILLIAM M. TAMBUSI, SIDNEY R. BROWN, and JOHN J. O'DONNELL then all agreed to cause the CRA to bring court action against DPI with the purpose of creating additional pressure on Developer-1 to sell his rights.

128. Between October 18 and October 24, 2016, PHILIP A. NORCROSS and WILLIAM M. TAMBUSI, and members of their respective law firms, coordinated to devise a plan by which the CRA, a City government entity and client of WILLIAM M. TAMBUSI's firm, would

seek to condemn Developer-1's view easement affecting the Triad Parcel.

129. As described in further detail below, this plan involved no meaningful participation by the CRA, the government entity legally entitled to exercise the right of condemnation.

130. Under New Jersey's Eminent Domain law, condemnation can only be exercised by government entities. Under the law, no action to condemn could be instituted unless the condemnor (in this instance, the CRA) is unable to acquire title or possession through bona fide negotiations with the prospective condemnee (in this instance, DPI). These negotiations are required to include an offer in writing by the condemnor to the prospective condemnee setting forth the property and interest to be acquired, the compensation offered to be paid, and a reasonable disclosure of the manner in which the amount of such offered compensation had been calculated. Prior to such an offer, the condemning agency is required to appraise the property in question and the owner of the property is to be given an opportunity to accompany the appraiser during the inspection of the property. The offer is to be served via certified mail and in no event is the offer to be less than the condemning agency's approved appraisal. A rejection of the offer is conclusive proof of the inability of the condemnor to acquire the property through negotiations. The CRA periodically

engaged in condemnations of other property, a process that typically took several months.

131. There is no evidence that this condemnation process was intended to be followed by the CRA or the Norcross Enterprise here.

132. On October 19, 2016, PHILIP A. NORCROSS, copying GEORGE E. NORCROSS, III, sent WILLIAM M. TAMBUSI a memo drafted by other personnel at PHILIP A. NORCROSS's law firm about whether the CRA could condemn Developer-1's view easement. The email also included an attachment titled "View Easement and Right of First Refusal.pdf."

133. Later on October 19, 2016, WILLIAM M. TAMBUSI responded to PHILIP A. NORCROSS with analysis of the proposed condemnation action. WILLIAM M. TAMBUSI wrote, in part, that "[t]he likelihood that the Court will declare that the CRA has the right to condemn the view easement under the circumstances presented is good. The harder part will be to convince the Court to expedite the process."

134. On October 20, 2016, WILLIAM M. TAMBUSI's law partner, Lawyer-2, who represented the CRA, emailed the then-Executive Director of the CRA to inform her of an "urgent issue" with the LPT development project. In this email, Lawyer-2 wrote that "[t]he proposal is for CRA to file an application in Court to ask the Court to confirm that the power of eminent domain is available to extinguish the view easement. The idea is to get the complaint filed today or tomorrow. Phil Norcross is going to brief the Mayor

[DANA L. REDD] who I believe will then discuss with [the then-chair of the CRA board]."

135. According to billing records, although they did not charge the CRA for it, Brown and Connery attorneys, including WILLIAM M. TAMBUSI and Lawyer-2, worked at least 86 hours, over a 7-day period, preparing an order to show cause requesting that the court declare that the CRA had the power to condemn Developer-1's view easement. Fewer than five hours of this more than 86 hours of legal work involved contact with officials of the CRA, the client.

136. On October 20, 2016, GEORGE E. NORCROSS, III and PHILIP A. NORCROSS spoke by phone with Developer-1 and his attorney, during which GEORGE E. NORCROSS, III, again threatened Developer-1 that there would be consequences if he did not reach an agreement to release his view easement and transfer his right of first refusal on residential development, associated residential redevelopment rights, and tax credits.

137. GEORGE E. NORCROSS, III described his conversation with Developer-1 in a conversation with a friend the next morning in a recorded phone call: "Oh, my God. Last night, I finally got it resolved . . . I had to get on the phone last night with [Developer-1] for an hour and a half. He tried to f**king shake us down. As usual . . . And I told him, 'No.' I said, '[Developer-1], this is

unacceptable. If you do this, it will have enormous consequences.'

He said, 'Are you threatening me?' I said, 'Absolutely.'"

138. An email sent that same day, October 21, 2016, from the general counsel to LPT to PHILIP A. NORCROSS and several others included an attachment of the draft agreement between DPI, TMO, LPT, and Camden Partners "reflecting the terms you related to me last night that you and George discussed with [Developer-1] and [Developer-1's attorney]." Attached to this email was an agreement that outlined the following:

- a. DPI would terminate its Victor Lofts view easement;
- b. TMO would reimburse DPI no more than \$550,000 for costs already incurred by DPI;
- c. LPT would pay DPI \$750,000 to act as a consultant on the anticipated development;
- d. LPT would pay DPI \$1 million for various property rights including the right of first refusal for residential development on the Camden Waterfront, redevelopment rights (which included engineering and design documents and third party reports and studies relative to the possible design, development and construction of a residential project on the Camden Waterfront, as well as permits, approvals, intellectual property rights and other assets relating to the design, development and construction of residential

- improvements within the Camden Waterfront), and \$18 million in tax credits DPI had obtained through the ERG program;
- e. LPT, TMO, and the Camden Partners would "fully support" a request by Developer-1 to have the CRA permit him to redevelop Radio Lofts as an office building—a request for an unrelated CRA approval in which LPT, TMO and the Camden Partners would have no legal role. CRA approval for commercial development would have reduced the environmental standard for occupancy and have given Developer-1 a greater chance of moving forward with redeveloping that building; and
- f. Camden Partners would provide assistance and counsel, at no cost to Developer-1, in Developer-1's discussions with and applications to the New Jersey Department of Environmental Protection and other relevant agencies in seeking the requisite permits and approvals for the environmental remediation, redevelopment, and renovation of Radio Lofts and in Developer-1's discussions with and applications to the EDA in seeking tax credits to benefit the Radio Lofts building and its prospective tenants.

139. Later that same day, this deal fell through. In a recorded conversation, GEORGE E. NORCROSS, III discussed this with PHILIP A. NORCROSS and referred to the plan to use WILLIAM M. TAMBUSSI and the CRA to act against Developer-1, "So, here's what

I'm thinking about. I just talked to Tambussi . . . I want to go in, I want to encourage Tambussi to do his thing . . . I think we just do it. F**k 'em. F**k 'em. Just do it."

140. Later on October 21, 2016, GEORGE E. NORCROSS, III and PHILIP A. NORCROSS spoke again. During this recorded call, PHILIP A. NORCROSS updated GEORGE E. NORCROSS, III on conversations he had with Developer-1 and counsel to LPT. During this call, PHILIP A. NORCROSS told GEORGE E. NORCROSS, III that "I'm going to chill tonight and figure out . . . how I can make sure Tambussi can set this up. And then we'll talk over the weekend and . . . figure out the next steps on Monday."

141. Later on October 21, 2016, GEORGE E. NORCROSS, III spoke to JOHN J. O'DONNELL. During this recorded call, they spoke about what had happened with Developer-1 that day and linked the condemnation action with the Norcross Enterprise obtaining an advantage in its negotiations with both Developer-1 and LPT. GEORGE E. NORCROSS, III stated, "Here's what we're going to do, what I want to do. I would hope the city would protect their rights and file Monday morning. We'll go to Liberty [Property Trust] and say, 'Look. You want to do this project, you're going to do it under our terms and conditions. We're not going to deal with it like this . . . [Developer-1] walked away from getting reimbursed for all of his expenses and getting some relief on his . . . [Radio] [L]oft[s] building. Now he gets nothing. Good."

142. On October 22, 2016, GEORGE E. NORCROSS, III convened a conference call with PHILIP A. NORCROSS, WILLIAM M. TAMBUSI, SIDNEY R. BROWN, JOHN J. O'DONNELL, and a president at NFI. Early on in this recorded call, GEORGE E. NORCROSS, III framed the issue for the group: "Here's the problem. [Developer-1] as part of this expects us to be helping him on a variety of things. . . . I don't even want to help him because, based on all the conversations I've had with Bill [TAMBUSI] on this subject, I don't even know why we're dealing with [Developer-1]. . . . [T]he city ought to condemn his ass and just move on . . . he's gonna come under some very serious accusations from the City of Camden which are gonna basically suggest that he's not a reputable person and he's done nothing but try to impede the progress of the city . . . you can never trust him until you got a bat over his head."

143. GEORGE E. NORCROSS, III also explained to the group that they did not need LPT to be involved in this potential action and how it would help the Norcross Enterprise get Developer-1 to "cry uncle": "[W]e don't need. We don't technically need Liberty [Property Trust] for the court. That's a City of Camden issue. But if it gets settled. If [Developer-1] says, 'Okay. I cry 'uncle' and I'll settle,' then we gotta have a serious conversation with Liberty about who's paying."

144. In the same recorded call, PHILIP A. NORCROSS credited GEORGE E. NORCROSS, III, with devising the plan to use the City of

Camden's government to bring a condemnation action against DPI's property interests to give the Norcross Enterprise leverage over Developer-1 in a business transaction by referencing "George's theory about . . . the litigation strategy to drive it."

145. On the same call, WILLIAM M. TAMBUSI then explained how the CRA's potential court action would affect Developer-1, stating, "So, the thought process here is that . . . if in fact the court agrees with us, and we think that we have a very strong argument in that regard, the [Victor's] view easement's value comes down to virtually nothing . . . because . . . of the facts that we know with regard to . . . how the development will enhance the value of [Developer-1]'s property. So, it puts [Developer-1]' in a drastically different position in terms of negotiating."

146. The participants in the call further discussed the benefit this legal action would give the Norcross Enterprise over Developer-1:

PHLLIP A. NORCROSS: [M]y guess is if Bill [TAMBUSI] is successful on the narrow issue of that view easement, . . . I guarantee you [Developer-1's] gonna pick up the phone and call his friend [an LPT senior vice president] and say, "How do we make the deal?" That's my assessment of what would happen.

JOHN J. O'DONNELL: I agree on both ends. I agree you have to do that to bring Liberty [Property Trust] to the table also and deal with it.

SIDNEY R. BROWN: Right, is the goal here. Let me just make sure, is the goal here really to try and put some pressure on [Developer-1] to sign what we just tried to get signed?

GEORGE E. NORCROSS, III: Of course. Either that or condemn it, so we can move expeditiously sure it is . . . I mean, I think we've been dealing from position of weakness for one year. We gotta get this project on our terms.

147. Later in the same call, GEORGE E. NORCROSS, III raised the issue of having the CRA take away Developer-1's Radio Lofts redevelopment option, an issue unrelated to his group's negotiations with Developer-1, as another way to apply "pressure" and "attack": "One of the things I, tomorrow that could happen is to apply additional pressure, the city should instigate taking the [Radio] Lofts building back from him . . . He's [sic] claims he has two million stranded which he doesn't. But he's got, let's say he's got some real money in that building stranded, if the City simultaneously starts an action to take that building down as an eyesore is a problem. That's another point of attack on this putz."

148. PHILIP A. NORCROSS responded to this by telling GEORGE E. NORCROSS, III that "the best shot at the head shot is exactly what Bill [TAMBUSSI] mentioned . . . Kill the [Victor's] view easement."

149. Towards the end of this call, SIDNEY R. BROWN again confirmed that the purpose of the call was for the group to approve of WILLIAM M. TAMBUSSI using the City's governmental authority through the CRA to achieve the Norcross Enterprise's private interests in applying additional pressure to Developer-1: "A

couple . . . of good things would come out of this . . . it puts pressure on [Developer-1] to come to the table that he hasn't had any pressure to up to this point So, seems to me we should proceed and go ahead and let Bill [TAMBUSSI] get this thing done."

150. Later on October 22, 2016, PHILIP A. NORCROSS emailed counsel for LPT to inform him that "the City, through CRA, is seriously considering the filing of a legal action as early as Monday morning seeking an immediate ruling confirming CRA's right to condemn the view easement As a showing of good faith and their continued commitment to the project, the Camden Partners [the group seeking to build on the Triad Parcel] have authorized us to file the tax credit applications immediately upon receiving notice of that court filing. The only thing asked in return is for Liberty [Property Trust] to cooperate with CRA in that legal proceeding."

151. This planned court action orchestrated by the Norcross Enterprise did not ultimately occur as LPT declined to cooperate in providing some of the information needed for the court action. Instead, LPT offered to pay Developer-1 an additional approximately \$200,000 out of its own end of the deal, which brought the total cash value of the transaction to \$1.95 million, in order to resolve the matter.

***Developer-1 Gives in and Sells Certain Rights He Did Not
Want to Sell to LPT, and for Less Than He Believed Them to Be
Worth***

152. On October 24, 2016, the same day the Norcross Enterprise planned for the CRA action to be filed, Developer-1, as a result of the Norcross Enterprise's actions, consented and agreed to: (1) extinguish the Victor Lofts view easement; (2) sell his residential right of first refusal; (3) sell his residential redevelopment rights and property (including permits and architectural plans); and (4) sell \$18 million worth of ERG tax credits that could be redeemed following development on the 11 Cooper site.

153. Developer-1 was open to extinguishing the Victor Lofts view easement because he did not want to stand in the way of development of the Camden waterfront, but believed that it was worth more than what he was ultimately paid for it. He also wanted to participate in the residential redevelopment as part of the project with LPT. He had secured his right of first refusal in 2002 and believed its value was in giving him the right to proceed with additional residential development of Camden which would complement and enhance the value of the Victor Lofts. However, the threats made by GEORGE E. NORCROSS, III led Developer-1 to conclude that remaining in the project—or sticking to his price for the value of his various rights—would lead GEORGE E. NORCROSS, III to use his control of the Camden government to cause DPI

financial harm. He also feared that GEORGE E. NORCROSS, III would attack his business in the media which would cause his firm reputational harm.

154. In the agreement, Developer-1 agreed to sell these tax credits and rights and extinguish his view easement for approximately \$1.95 million.

***WILLIAM M. TAMBUSI Later Sought to Conceal the Norcross
Enterprise's Plot***

155. Litigation related to the Radio Lofts site was brought in 2018 between Developer-1, on one side, and the City of Camden and the CRA, on the other. The City and the CRA were represented by, among others, WILLIAM M. TAMBUSI. As the case neared trial, Developer-1 sought to introduce evidence that the City of Camden and the CRA became adversarial to him beginning in 2016, while he was negotiating with members and associates of the Norcross Enterprise.

156. WILLIAM M. TAMBUSI – who was an active participant in the Norcross Enterprise's plot to use the City of Camden's government to bring a condemnation action against Developer-1 and was a party to recorded phone conversations during which GEORGE E. NORCROSS, III and PHILIP A. NORCROSS openly disparaged Developer-1 – filed a pre-trial motion in the Superior Court of Camden

County, on August 31, 2023, to preclude any reference to GEORGE E. NORCROSS, III and PHILIP A. NORCROSS in the matter. Despite trial being scheduled within two weeks, the assigned judge did not issue a ruling on the motion.

157. On September 1, 2023, while representing the CRA and the City of Camden in that same litigation, WILLIAM M. TAMBUSI argued during his pretrial motion, stating, in part, that "the jury won't be confused about whether or not we're talking about a financial agreement and the 2018 interaction between the parties or some view easement for which George Norcross and Phil Norcross were not parties. That was a transaction that was between [Developer-1] and Liberty [Property Trust]." In truth and in fact, the transaction TAMBUSI referred to was consummated, at the insistence of PHILIP A. NORCROSS, through a four-party agreement among DPI; LPT; Camden Partners Land LLC (an entity associated with GEORGE E. NORCROSS, III, SIDNEY R. BROWN, and JOHN J. O'DONNELL); and TMO.

The Norcross Enterprise Applies for and Receives Tax Credits on the Triad1828 Centre Built as a Result of Extorting Developer-1's Interests

158. On October 24, 2016, the same day that Developer-1 agreed to sell, CSB, NFI, and TMO each filed Grow NJ tax credit applications with the EDA. In the applications, they proposed to construct an office building on the Triad Parcel in order to

relocate employees from their respective firms from locations outside of Camden. This was the latest date that Enterprise members wanted to apply for tax credits based on the timeline for approvals by the EDA and LPT's pending agreement to purchase CTC from Steiner.

159. On March 24, 2017, the EDA announced Grow NJ tax credit awards in the amount of approximately \$86.2 million for CSB, approximately \$79.3 million for TMO, and approximately \$79.3 million for NFI to construct an office building on the Triad Parcel that would become known as the Triad1828 Centre.

160. Between approximately January 2017 and December 2019, the Triad1828 Centre was constructed in Camden. The building was owned by Camden Partners Tower Equities ("CPT Equities"), an entity comprised of LLCs associated with GEORGE E. NORCROSS, III, SIDNEY R. BROWN, and JOHN J. O'DONNELL. CSB, NFI, and TMO would lease space from CPT Equities. They were the only companies in the building.

161. On July 23, 2021, in order to receive its first annual Grow NJ tax credit award for its occupancy of the Triad1828 Centre for the 2020 calendar year, CSB certified its compliance with the terms of its tax credit award. On February 11, 2022, the EDA issued a letter of compliance to CSB and an award amount of \$8,623,552. On May 3, 2023, CSB sold its tax credit for \$7,933,677.84. GEORGE

E. NORCROSS, III was the executive chairman of the board of directors at CSB at the time of this certification and transaction.

162. On April 19, 2021, in order to receive its first annual Grow NJ tax credit award for its occupancy of the Triad1828 Centre for the 2020 calendar year, NFI certified its compliance with the terms of its tax credit award. On January 12, 2022, the EDA issued a letter of compliance to NFI and an award amount of \$7,866,221. On June 12 and June 21, 2023, NFI sold its tax credit for \$7,186,923.32. SIDNEY R. BROWN was the CEO of NFI at the time of this certification and transaction.

163. On April 9, 2021, in order to receive its first annual Grow NJ tax credit award for its occupancy of the Triad1828 Centre for the 2020 calendar year, TMO certified its compliance with the terms of its tax credit award. On February 7, 2022, the EDA issued a letter of compliance to TMO and an award amount of \$7,555,853. On February 15, 2022, TMO sold its tax credit for \$7,026,943.29. JOHN J. O'DONNELL was the CEO of TMO at the time of this certification and transaction.

164. On November 30, 2022, in order to receive its second annual Grow NJ tax credit award for its occupancy of the Triad1828 Centre during the 2021 calendar year, TMO certified its compliance with the terms of its tax credit award. On February 1, 2023, the EDA issued a letter of compliance to TMO and an award amount of \$5,000,000. On February 24, 2023, TMO sold its tax credit for

\$4,530,888. JOHN J. O'DONNELL was the CEO of TMO at the time of this certification and these transactions.

165. Pursuant to their Grow NJ tax credit awards, CSB, NFI, and TMO had the right to seek Grow New Jersey tax credits for each year up to and including the 2030 calendar year. Between the three companies, they have approximately \$211 million more in tax credits to be awarded.

The Norcross Enterprise Reaps the Financial Benefits of the Private Interests Extorted from Developer-1

166. As a result of their construction, and subsequent occupation of, the Triad1828 Centre, the three entities leasing space in it – CSB, NFI and TMO – have received a total of at least \$29 million in Grow New Jersey tax credits. Those three entities lease the space from an entity that is affiliated with the Norcross Enterprise.

167. The Triad1828 Centre is the tallest building on the Camden Waterfront and sits near a pier directly on the Delaware River, blocking the Victor Loft's views of the river and the Philadelphia skyline. A photograph published by the Philadelphia Inquirer of the Victor in the foreground and the Triad1828 Centre between it and the river is included below:



168. The Triad1828 Centre stands 220 feet in the air which is more than 150 feet above what would have been permitted under Developer-1's view easement.

The Norcross Enterprise Applies for and Receives Tax Credits on 11 Cooper, a Residential Building They Were Able to Build as a Result of Extorting Developer-1's Interests

169. Between approximately January 2017 and December 2019, the residential building that became known as 11 Cooper was constructed in Camden, New Jersey. TMO constructed this building using the plans and approvals it obtained from DPI and after having obtained Developer-1's right of first refusal. Its ownership group was CP Residential GSGZ, LLC ("CP Residential"), which is, in turn, owned by LLCs that include GEORGE E. NORCROSS, III, JOHN J. O'DONNELL, and SIDNEY R. BROWN as part of their ownership.

170. A photograph of the 11 Cooper building similar to how it appeared at the time is below:



171. On February 15, 2022, in order to receive its first annual ERG tax credit award for 11 Cooper for the 2021 calendar year, CP Residential submitted its certification, signed by JOHN J. O'DONNELL, to the EDA. On June 24, 2022, the EDA issued a letter of compliance and awarded CP Residential \$1,747,571. On July 14, 2022, CP Residential sold its tax credit for \$2,179,220.

172. On February 6, 2023, in order to receive its second annual ERG tax credit award for 11 Cooper for the 2022 calendar year, CP Residential submitted its certification, signed by JOHN

J. O'DONNELL, to the EDA. On April 6, 2023, the EDA issued a letter of compliance and awarded CP Residential \$1,747,571. On April 26, 2023, CP Residential sold its tax credit for \$2,104,075.

CFP CEO-1 RESIGNS FROM CFP UNDER THREAT OF FALSE REPUTATIONAL HARM

173. In or about mid-2017, CFP CEO-1 met with the then co-president and CEO of Cooper Health ("Individual-2") and another individual. Individual-2 told CFP CEO-1 that GEORGE E. NORCROSS, III wanted to move people around in Camden and, in substance, disapproved of CFP CEO-1 remaining as the CEO of CFP. CFP CEO-1, who had been employed at CFP since the late 1990s, told them that he was happy in his position and was not looking to leave.

174. In December 2017, CC-1 told CFP CEO-1 in a phone conversation that Camden Mayor DANA L. REDD needed a place to go as her term as mayor was ending. CC-1 told CFP CEO-1 that DANA L. REDD was going to take the job of the then-CEO of the Rowan University-Rutgers Camden Board of Governors ("Rowan-Rutgers Joint Board") ("Individual-1") and Individual-1 was going to take CFP CEO-1's position at CFP.

175. CC-1 also told CFP CEO-1 that she needed him to resign from his position at CFP, which would cause him to forfeit his bonus and any severance package. CC-1 said that CFP CEO-1 was being offered a position at the Camden County Improvement Authority ("CCIA") which paid nearly \$100,000 less than his current position.

CFP CEO-1 responded by saying that he had an employment contract with CFP. CC-1 advised CFP CEO-1 that WILLIAM M. TAMBUSI had looked at CFP CEO-1's contract and said they could "drive a truck through it."

176. A January 1, 2017 amendment to CFP CEO-1's employment agreement provided that his salary was \$241,500 per year. Under the amendment, CFP CEO-1 would accrue a deferred bonus equal to 20% of his salary for a given year if CFP met its performance criteria for that year. Under CFP CEO-1's August 1, 2014 employment agreement, he was also contractually entitled to one year's salary as severance if CFP terminated his employment without cause or if he terminated his employment for a good reason.

177. CC-1 went on to tell CFP CEO-1 that if he did not resign, "they" would just make something up about him, which would lead to him being terminated for cause. CFP CEO-1 was aware that termination for cause would result in the loss of his anticipated approximately \$50,000 bonus and any severance package and would also harm him reputationally.

178. While this was occurring, the Senate President introduced legislation that made this path financially lucrative for DANA L. REDD. Prior to becoming Mayor, DANA L. REDD had served in the Camden City Council from 2001-2010 and as a State Senator from 2008 to 2010. In 2007, New Jersey passed a law that put new elected officials in a different retirement plan. That 2007 law

resulted in DANA L. REDD's pension being frozen as of the time she left the State Senate and became mayor. Under the new legislation, DANA L. REDD was one of a handful of people who was permitted to re-enter the prior pension system. This alone significantly increased the amount she would eventually be able to earn from her pension. However, that amount was even further increased when she took the position at the Rowan-Rutgers Joint Board, a position in state government that paid her \$275,000 annually.

179. On December 4, 2017 and December 5, 2017, CFP CEO-1 met with CC-1 regarding the manner in which he could depart from CFP. During the course of these meetings, CFP CEO-1 told CC-1 that he did not want the CCIA job. In a conversation that was recorded, CFP CEO-1 asked CC-1 rather than terminating him, to restructure his severance package by going to the compensation committee of the board of CFP, as this would give her "cover." CC-1 responded that "It doesn't give me cover with GEORGE [E. NORCROSS, III] . . . You can't go there. You don't want that fight. Believe me when I tell you. If you don't think that he can't get to anybody he wants to, you're kidding yourself . . . He has been relentless with me for the last year about why we pay you so much money . . . I'm not saying it's rational." CC-1 went on to say that GEORGE E. NORCROSS, III "feels that he can make a decision about everything" and referenced that she was aware of CFP CEO-1's

meeting with Individual-2, at which Individual-2 advised CFP CEO-1 that GEORGE E. NORCROSS, III no longer wanted him at CFP.

180. Due to CC-1's threats, CFP CEO-1 agreed to resign from CFP at the end of 2017. Despite his resignation, CFP CEO-1 was paid his anticipated bonus. As CC-1 had indicated, Individual-1 in fact replaced CFP CEO-1 at CFP and DANA L. REDD replaced Individual-1 as the CEO of the Rowan-Rutgers Joint Board.

THE NORCROSS ENTERPRISE'S PLAN TO USE RADIO LOFTS AS A "POINT OF ATTACK" ON DEVELOPER-1

181. As described above, in an October 22, 2016 conference call, GEORGE E. NORCROSS, III identified taking away Developer-1's option to redevelop the Radio Lofts building as "another point of attack on this putz" as Developer-1 had "real money . . . stranded" in that site.

182. A photograph of the Radio Lofts building similar to how it appeared at the time is below:



183. In approximately December 2017, Developer-1 agreed that DPI would sell six of its properties, including the Victor Lofts, to a real estate investment trust (the "REIT"). In order to complete this sale, Developer-1 needed to transfer the existing PILOT agreement (that allowed DPI to make a fixed payment to the City of Camden rather than pay property taxes) for the Victor to the REIT. The transfer of the PILOT agreement required an application to the City of Camden for ultimate approval by the City Council.

184. After the L3 transaction, in approximately 2014, the regular meetings between CFP CEO-1, CC-2, and PHILIP A. NORCROSS at CFP moved to a different location and evolved into weekly Camden "stakeholder" meetings. The meetings, which were run by PHILIP A. NORCROSS, included a variety of attendees during the multi-year span they occurred, including the mayor at the time, the mayor's chief of staff, representatives from the City Attorney's Office, and other various city officials. Despite attendance by various city officials, no formal records of these meetings were kept.

185. In approximately March 2018, PHILIP A. NORCROSS led one of the weekly Camden "stakeholder" meetings. That meeting included Camden City officials, including the City Attorney ("City Attorney-1") and the interim executive director of the CRA ("CRA Executive Director").

186. At the meeting, PHILIP A. NORCROSS said, in substance and in part, that the Victor PILOT agreement transfer approval should be slowed down by the City in order to create a "legal strategy" to deal with Developer-1's Camden interests. PHILIP A. NORCROSS said, in substance and in part, that DPI's transfer of the Victor PILOT agreement should be treated as a "package deal" with DPI's unrelated option to develop the Radio Lofts site. PHILIP A. NORCROSS said, in substance and in part, that the purpose of slowing down the Victor PILOT agreement transfer approval was to cause Developer-1 to forfeit DPI's option to redevelop Radio Lofts.

Camden Officials Follow the Norcross Enterprise's Plan

187. That same month, on March 13, 2018, the CRA Executive Director emailed Individual-1 (now installed as CFP CEO) and Lawyer-1 to ask them how the CRA might "unwind" Developer-1's rights to the Radio Lofts site. Although neither was counsel to the CRA, both provided their thoughts to the CRA Executive Director.

188. The CRA's August 20, 2002 agreement with DPI that gave DPI the right to purchase the Radio Lofts building after the environmental remediation was complete did not contain a provision to terminate. Nevertheless, by March 28, 2018, the CRA prepared a draft letter purporting to terminate DPI's option agreement to purchase Radio Lofts.

189. The CRA's seeking to terminate DPI's option required approval of the CRA's board of directors. At an April 11, 2018 board meeting, counsel for the CRA board advised the board during an executive session that lasted three minutes that because Radio Lofts must be redeveloped the CRA must terminate the redevelopment option agreement with Developer-1.

190. Meanwhile, the REIT's application to allow the transfer of DPI's Victor PILOT agreement from DPI to the REIT was filed with the City of Camden on April 13, 2018.

191. Seven days later, on April 20, 2018, the CRA sent a letter to DPI purporting to terminate its Radio Lofts redevelopment option.

The Enterprise Causes Developer-1 to Give Up His Radio Lofts Rights

192. In June 2018, after DPI and the REIT were unable to obtain information from the City of Camden on the status of its PILOT agreement transfer application, DPI filed suit against the City of Camden, the CRA, and representative individuals on June 21, 2018.

193. On June 27, 2018, in response to Developer-1's lawsuit against the CRA and the City of Camden, PHILIP A. NORCROSS provided "talking points" to WILLIAM M. TAMBUSI. These talking points included assertions that Developer-1 was responsible for the failure to redevelop Radio Lofts and that the City of Camden "will

not be bullied or intimidated" by Developer-1's litigation tactics.

194. PHILIP A. NORCROSS's language was repeated in subsequent communications by Camden City officials regarding Developer-1. For example, on August 28, 2018, City Attorney-1 wrote a letter to the REIT regarding the stalled transfer of the PILOT agreement which concluded with language that "the City of Camden . . . will not be rushed or bullied into providing its approval"

195. In September 2023, Developer-1 settled his lawsuit and the City's countersuit against him. In the settlement, Developer-1 released his redevelopment option for Radio Lofts to the City and sold a parking lot to the City for \$1. He also agreed to pay approximately \$3.3 million to the City over a period of time.

196. Developer-1 agreed to settle the case, despite believing he was in the right, because he had concerns over corruption in Camden which made him believe that he would not be treated fairly by the court system, he had already expended considerable funds on legal fees, and, even if he were successful, pending appeals would interfere with his ability to refinance or sell the Victor.

197. In sum, as a result of the plan to delay approval of the Victor PILOT agreement transfer, the Norcross Enterprise successfully caused Developer-1 to forfeit his Radio Lofts development option.

PERSONAL BENEFITS TO ENTERPRISE MEMBERS/ENTITIES

198. During all times relevant to this Indictment, CSB was either owned in part or in full by holding companies controlled by, or trusts for the benefit of, GEORGE E. NORCROSS, III. As of 2023, CSB had received \$8,623,552 in Grow New Jersey tax credits which it sold for \$7,933,667.84. PHILIP A. NORCROSS also held a small share of the holding company that controlled CSB.

199. For the period of 2012 to 2023, GEORGE E. NORCROSS, III received approximately \$29,000,000 in wages from CSB.

200. During the course of the charged conspiracy, SIDNEY R. BROWN was the CEO of NFI, which has been owned and operated by SIDNEY R. BROWN's family since 1932. As of 2023, NFI had received \$7,866,221 in Grow New Jersey tax credits which it sold for \$7,186,923.32.

201. For the period of 2012 to 2023, SIDNEY R. BROWN received approximately \$60,000,000 in wages from NFI.

202. During the course of the charged conspiracy, JOHN J. O'DONNELL held a series of progressive titles, most recently that of CEO, in TMO's leadership. As of 2023, TMO had received \$12,555,853 in Grow New Jersey tax credits which it sold for \$11,557,831.30.

203. For the period of 2013 to 2023, JOHN J. O'DONNELL received approximately \$11,286,747 in wages from TMO.

204. Between 2016 and 2022, Cooper Health received \$27,114,000 in Grow New Jersey tax credits which it sold for \$25,080,450. The receipt and subsequent sale of the tax credits entirely offset Cooper Health's tenancy in L3, which by then they partially owned. For example, in 2017, Cooper Health paid \$3,776,109.86 for its L3 lease and sold the Grow NJ tax credits for that year for \$4,110,700. Similarly, in 2018 Cooper Health paid \$3,797,877.76 pursuant to its lease for L3 and sold the Grow NJ tax credits for that year for \$4,235,575. In 2019, Cooper Health paid \$3,781,171.68 pursuant to its lease for L3 and sold the Grow NJ tax credits for that year for \$4,323,450. And in 2020, Cooper Health paid \$3,703,246.48 pursuant to its lease for L3 and sold the Grow NJ tax credits for that year for \$4,406,700. GEORGE E. NORCROSS, III was the chairman of the board of trustees for Cooper Health during that entire period.

205. Between 2015 and the date of this Indictment, Cooper Health had a 49 percent interest of L/N CAC, the entity formed to purchase L3. On October 17, 2017, L/N CAC refinanced its mortgage on the L3 building which resulted in it receiving a \$9,944,954.50 payment.

206. Between 2015 and the date of this Indictment, Cooper Health received 49 percent of any profits from the entity that owned the L3 Complex.

207. GEORGE E. NORCROSS, III exercised significant control over Cooper Health in his position as Chairman of the Board at all times relevant to this indictment and frequently utilized that position to increase his profile as a civic leader.

208. GEORGE E. NORCROSS, III and PHILIP A. NORCROSS engaged in various philanthropic endeavors including The Cooper Foundation and the Norcross Foundation, which is affiliated with CSB. These endeavors did, in fact, generate substantial charitable fundraising and, at the same time, served to enhance the political power of the Norcross Enterprise through increasing its philanthropic reputation.

209. The website for the Cooper Foundation explained the "philanthropic legacy" of the family of GEORGE E. NORCROSS, III and PHILIP A. NORCROSS. Both the websites for the Cooper Foundation and the Norcross Foundation referred to each other in discussing the impact of the Norcross family's philanthropic efforts on behalf of Cooper Health and various projects that bore the family name such as the Cooper Norcross Run the Bridge and the KIPP Cooper Norcross Academy.

210. Annually, GEORGE E. NORCROSS, III and PHILIP A. NORCROSS hosted a fundraising event for The Cooper Foundation called the Red Hot Gala, which was held at the Triad1828 Centre beginning in 2022.

211. Between 2022 and 2023, the ownership group of 11 Cooper received \$3,495,142 in ERG tax credits which it sold for \$4,283,295 as part of an ongoing agreement to sell ten years' worth of tax credits over eight payments. 11 Cooper was owned by CP Residential which consisted of entities in which GEORGE E. NORCROSS, III, SIDNEY R. BROWN, and JOHN J. O'DONNELL held an interest.

COUNT ONE
(Racketeering Conspiracy - First Degree)

The Grand Jury charges:

212. The allegations contained in paragraphs one through 211 of this Indictment are repeated, realleged, and incorporated as if fully set forth herein.

213. GEORGE E. NORCROSS, III, PHILIP A. NORCROSS, WILLIAM M. TAMBUSI, DANA L. REDD, SIDNEY R. BROWN, JOHN J. O'DONNELL, the defendants, and other persons whose identities are known and unknown to the Grand Jurors, who are named as co-conspirators and members or associates of the enterprise, but not as defendants herein, between in or about 2012 and the date of this Indictment, at the City of Camden, in the County of Camden, at the City of Trenton, in the County of Mercer, elsewhere, and within the jurisdiction of this Court, with the purpose of promoting and facilitating the commission of the crime of racketeering, did conspire, confederate and agree that:

- a. One or more of them would engage in conduct which would constitute the crime of racketeering; and
- b. One or more of them would aid in the planning, solicitation and commission of the crime of racketeering, that is the defendants and the unindicted co-conspirators, being persons employed by and associated with an enterprise, which enterprise was

engaged in and the activities of which affected trade and commerce, would conduct and participate, directly and indirectly, in the conduct of the enterprise's affairs through a pattern of racketeering activity, including the commission of a crime of the first degree, in violation of N.J.S.A. 2C:41-2(c), all as herein described.

THE ENTERPRISE

214. GEORGE E. NORCROSS, III, PHILIP A. NORCROSS, WILLIAM M. TAMBUSSI, DANA L. REDD, SIDNEY R. BROWN, JOHN J. O'DONNELL, the defendants, and other persons whose identities are known and unknown to the Grand Jurors, who are named as co-conspirators and members or associates of the enterprise, but not as defendants herein, did constitute an "enterprise" within the meaning of N.J.S.A. 2C:41-1(c), herein referred to as the "Norcross Enterprise," that is, a group of individuals associated in fact although not a legal entity, and whose associates thereof engaged in, and the activities of which affected trade and commerce. The Norcross Enterprise operated in New Jersey and elsewhere.

THE PURPOSES OF THE ENTERPRISE

215. The Norcross Enterprise constituted an ongoing organization whose members and associates function as a continuing unit for the common purpose of achieving the objectives of the

Enterprise. It was part of the conspiracy that the objects and purposes of the enterprise would include the following:

- a. Preserving, protecting, promoting, and enhancing the power, reputation, and profits of the Enterprise and its members and associates;
- b. Preserving, protecting, promoting, and enhancing the reputation and political power of GEORGE E. NORCROSS, III, the defendant, who was the leader of the Enterprise, through the use of various means, including controlling endorsements and access to the local political party apparatus, directing appointments to government positions, intimidating political opponents, using its influence and control over government agencies to cause opponents to lose government contracts;
- c. Enriching and rewarding members, allies, and associates of the Enterprise, including with political endorsements, appointments to public positions, influencing government contracts, and placement in lucrative private sector jobs;
- d. Influencing the New Jersey Legislature, which sits in Trenton, New Jersey, to pass the EOA in 2013 in a manner that greatly increased tax credit awards for projects in Camden and was tailor made to advance the interests of the Enterprise;

- e. Obtaining Grow NJ and ERG tax credits over a 10-year period, beginning with the acquisition of the tax credits through applications to the EDA by the Enterprise members and associates and their associated firms, and by other means, and which, according to the Enterprise's plan, would be received during that 10-year period through annual certifications to the EDA;
- f. Using the tax credits to pay for a building or buildings in Camden, which would be occupied by certain of the Enterprise members' firms, and firms associated with Enterprise members, and to cover the costs of Camden property occupied by firms associated with Enterprise members, so that costs expended in planning, constructing, or occupying such property would be offset by the application or sale of the tax credits;
- g. Concealing, misrepresenting, and hiding the illegal operation of the Enterprise and acts done in furtherance of the Enterprise from the public and law enforcement, for the purpose of advancing the objectives of the Enterprise, including by misleading the public, law enforcement, the news media, and others into believing that the acquisition and sale of the tax credits stemmed from purely lawful activity, and thus avoiding attempts by the State to recapture the value of awarded tax

credits;

- h. Promoting compliance with the Enterprise's demands by retaliating against those in the way of and opposed to the Enterprise; and
- i. Using the Enterprise's reputation for controlling governmental entities to intimidate and threaten those who held property interests that the Enterprise wanted to acquire, including in order to apply for, and receive, Grow NJ and ERG tax credit awards.

THE PATTERN OF RACKETEERING ACTIVITY

216. The pattern of racketeering activity, as defined in N.J.S.A. 2C:41-1(d), would consist of at least two incidents of racketeering conduct, including but not limited to:

- a. "Interference with Commerce by Threats or Violence," in violation of 18 U.S.C. § 1951, by obstructing, delaying, and affecting commerce and the movement of any article and commodity in commerce, by extortion as it is defined in that section, to wit, by obtaining property from another, with consent, induced by wrongful use of actual and threatened fear and under color of official right, and attempting and conspiring so to do;
- b. Theft by Extortion, in violation of N.J.S.A. 2C:20-5;
- c. Financial Facilitation of Criminal Activity, in violation of N.J.S.A. 2C:21-25;

d. Misconduct by Corporate Official, in violation of
N.J.S.A. 2C:21-9; and

e. Conspiracy to commit these crimes, in violation of
N.J.S.A. 2C:5-2.

All as described herein and in violation of N.J.S.A. 2C:41-2(d),
and against the peace of this State, the government, and dignity
of the same.

COUNT TWO

**(Conspiracy to Commit Theft by Extortion, Criminal Coercion,
Financial Facilitation of Criminal Activity, Misconduct by
Corporate Official, and Official Misconduct - First Degree)**

(L3 Complex)

The Grand Jury further charges that:

217. The allegations contained in paragraphs one through 211 of this Indictment are repeated, realleged, and incorporated as if fully set forth herein.

218. GEORGE E. NORCROSS, III, PHILIP A. NORCROSS, DANA L. REDD, WILLIAM M. TAMBUSI, and other persons whose identities are both known and unknown to the Grand Jurors, who are named as a co-conspirators but not as defendants herein, between on or about June 5, 2013 and the date of this Indictment, at the City of Camden, in the County of Camden, at the City of Trenton, in the County of Mercer, elsewhere, and within the jurisdiction of this Court, with the purpose of promoting and facilitating the commission of the crimes of Theft by Extortion, Criminal Coercion, Financial Facilitation of Criminal Activity, Misconduct by Corporate Official, and Official Misconduct, did agree that:

- a. One or more of them would engage in conduct which would constitute the aforesaid crimes, and
- b. One or more of them would aid in the planning, solicitation and commission of said crimes, that is:
 - i. Purposely and unlawfully did obtain by extortion

property of Cooper's Ferry Partnership, that is, the L3 Complex and any associated rights, by purposely threatening: (1) to take and withhold action as an official and cause an official to take and withhold action; and (2) to inflict a harm which would not substantially benefit the defendants, but which was calculated to materially harm Cooper's Ferry Partnership, contrary to the provisions of N.J.S.A. 2C:20-5;

- ii. Knowingly did threaten to: 1) take and withhold action as an official and cause an official to take and withhold action; and 2) to perform an act which would not in itself substantially benefit the defendants but which was calculated to substantially harm Cooper's Ferry Partnership and CFP CEO-1 with respect to their business, career, financial condition, and reputation, with purpose to unlawfully restrict CFP CEO-1's and Cooper's Ferry Partnership's freedom of action from engaging in conduct and refraining from engaging in conduct, including, their choice in a developer, contrary to the provisions of N.J.S.A. 2C:13-5;
- iii. Transport and possess property with a value of more than \$500,000, to wit, funds from the sale of Grow

New Jersey tax credits, that the defendants knew to be, and which a reasonable person would believe to be, derived from criminal activity, contrary to the provisions of N.J.S.A. 2C:21-25(a);

iv. Direct, organize, finance, plan, manage, supervise, and control the transactions in property, with a value of more than \$500,000, to wit, Grow New Jersey tax credits, that the defendants knew to be, and which a reasonable person would believe to be derived from criminal activity, contrary to the provisions of N.J.S.A. 2C:21-25(c); and

v. Purposely and knowingly use, control, and operate a corporation for the furtherance and promotion of a criminal object, thereby deriving a benefit for themselves and another in whom they were interested in excess of \$75,000, that is, the said defendants did purposely and knowingly use, control and operate the said COOPER HEALTH, a non-profit corporation of the State of New Jersey, for the furtherance and promotion of the criminal objects of: (1) Theft by Extortion, in violation of N.J.S.A. 2C:20-5; (2) Criminal Coercion, in violation of N.J.S.A. 2C:13-5; and (3) Financial Facilitation of Criminal Activity, in violation of

N.J.S.A. 2C:21-25(a) and N.J.S.A. 2C:21-25(c),
contrary to the provisions of N.J.S.A. 2C:21-9(c);
and

- vi. Did commit the offense of official misconduct, in that the said DANA L. REDD, acting with the purpose to obtain a benefit for herself and another in excess of \$200 and to injure another and deprive another of a benefit, did commit an act relating to her office but constituting an unauthorized exercise of her official functions, knowing that such act was committed in an unauthorized manner, that is, the said DANA L. REDD, then and there being a public servant, to wit, Mayor of the City of Camden, having thereby the official functions and duties, among others, to perform the duties of the office impartially, to supervise all of the departments of the City government, to supervise and direct all necessary public city functions, to conduct business according to the highest ethical standards of public service, to devote her best efforts to the interests of the city, to perform her duties in a legal and proper manner, to display good faith, honesty and integrity, and to be impervious to corrupting influences, did commit the

acts described in Counts 1, 7, 8, 11, and the preceding sections of Count 2 of this Indictment, contrary to the provisions of N.J.S.A. 2C:30-2

All in violation of N.J.S.A. 2C:5-2, and against the peace of this State, the government, and dignity of the same.

COUNT THREE

**(Conspiracy to Commit Theft By Extortion, Criminal Coercion,
Financial Facilitation of Criminal Activity, Misconduct by
Corporate Official, and Official Misconduct - First Degree)**

(Triad1828 Centre and 11 Cooper)

The Grand Jury further charges that:

219. The allegations contained in paragraphs one through 211 of this Indictment are repeated, realleged, and incorporated as if fully set forth herein.

220. GEORGE E. NORCROSS, III, PHILIP A. NORCROSS, WILLIAM M. TAMBUSSI, SIDNEY R. BROWN, JOHN J. O'DONNELL, DANA L. REDD, and other persons whose identities are both known and unknown to the Grand Jurors, who are named as co-conspirators but not as defendants herein, between on or about April 16, 2013 and the date of this Indictment, at the City of Camden, in the County of Camden, at the City of Trenton, in the County of Mercer, elsewhere, and within the jurisdiction of this Court, with the purpose of promoting and facilitating the commission of the crimes of Theft by Extortion, Criminal Coercion, Financial Facilitation of Criminal Activity, Misconduct by Corporate Official, and Official Misconduct, did agree that:

- a. One or more of them would engage in conduct which would constitute the aforesaid crimes, and
- b. One or more of them would aid in the planning, solicitation and commission of said crimes, that is:

- i. Purposely and unlawfully did obtain by extortion property of Dranoff Properties Incorporated and Developer-1, that is, a view easement, right of first refusal, residential development rights, and tax credits, by purposely threatening to: 1) publicize any asserted fact, whether true or false, tending to subject any person to hatred, contempt and ridicule, and to impair his credit and business repute; 2) take and withhold action as an official and cause an official to take and withhold action; and 3) inflict a harm which would not substantially benefit the defendants, but which was calculated to materially harm Dranoff Properties Incorporated and Developer-1, contrary to the provisions of N.J.S.A. 2C:20-5;
- ii. Knowingly did threaten to: 1) take and withhold action as an official and cause an official to take and withhold action; and 2) perform any other act would not in itself substantially benefit the defendants but which was calculated to substantially harm Dranoff Properties Incorporated and Developer-1 with respect to their business, career, financial condition, and reputation, with purpose to unlawfully restrict Dranoff Properties

- Incorporated's and Developer-1's freedom of action to engage and refrain from engaging in conduct, contrary to the provisions of N.J.S.A. 2C:13-5;
- iii. Transport and possess property with a value of more than \$500,000, to wit, funds from the sale of Grow New Jersey and Economic Redevelopment and Growth tax credits, that the defendants knew to be, and which a reasonable person would believe to be, derived from criminal activity, contrary to the provisions of N.J.S.A. 2C:21-25(a);
- iv. Direct, organize, finance, plan, manage, supervise, and control the transactions in property, with a value of more than \$500,000, to wit, Grow New Jersey and Economic Redevelopment and Growth tax credits, that the defendants knew to be, and which a reasonable person would believe to be derived from criminal activity, contrary to the provisions of N.J.S.A. 2C:21-25(c);
- v. Purposely and knowingly use, control, and operate a corporation for the furtherance and promotion of a criminal object, thereby deriving a benefit for themselves and another in whom they were interested in excess of \$75,000, that is, the said defendants did purposely and knowingly use, control and

operate the said CONNER STRONG & BUCKELEW, NFI, and THE MICHAELS ORGANIZATION, CP RESIDENTIAL GSGZ, and CPT EQUITIES, corporations of the State of New Jersey, for the furtherance and promotion of the criminal objects of: (1) Theft by Extortion, in violation of N.J.S.A. 2C:20-5; (2) Criminal Coercion, in violation of N.J.S.A. 2C:13-5; (3) Financial Facilitation of Criminal Activity, in violation of N.J.S.A. 2C:21-25(a) and N.J.S.A. 2C:21-25(c); and (4) Official Misconduct, in violation of N.J.S.A. 2C:30-2, contrary to the provisions of N.J.S.A. 2C:21-9(c); and

- vi. Did commit the offense of official misconduct, in that the said DANA L. REDD, acting with the purpose to obtain a benefit for herself and another in excess of \$200 and to injure another and deprive another of a benefit, did commit an act relating to her office but constituting an unauthorized exercise of her official functions, knowing that such act was committed in an unauthorized manner, that is, the said DANA L. REDD, then and there being a public servant, to wit, Mayor of the City of Camden, having thereby the official functions and duties, among others, to perform the duties of the

office impartially, to supervise all of the departments of the City government, to supervise and direct all necessary public city functions, to conduct business according to the highest ethical standards of public service, to devote her best efforts to the interests of the city, to perform her duties in a legal and proper manner, to display good faith, honesty and integrity, and to be impervious to corrupting influences, did commit the acts described in Counts 1, 5, 6, 9, 10, and the preceding sections of Count 3 of this Indictment, contrary to the provisions of N.J.S.A. 2C:30-2.

All in violation of N.J.S.A. 2C:5-2, and against the peace of this State, the government, and dignity of the same.

COUNT FOUR

**(Conspiracy to Commit Theft by Extortion and Criminal Coercion -
Second Degree)**

(Radio Lofts)

The Grand Jury further charges that:

221. The allegations contained in paragraphs one through 211 of this Indictment are repeated, realleged, and incorporated as if fully set forth herein.

222. GEORGE E. NORCROSS, III, PHILIP A. NORCROSS, and WILLIAM M. TAMBUSI, and other persons whose identities are both known and unknown to the Grand Jurors, who are named as co-conspirators but not as defendants herein between on or about October 1, 2016 and October 31, 2023 at the City of Camden, in the County of Camden, elsewhere, and within the jurisdiction of this Court, with the purpose of promoting and facilitating the commission of the crimes of Theft by Extortion and Criminal Coercion, did agree that:

- a. One or more of them would engage in conduct which would constitute the aforesaid crimes, and
- b. One or more of them would aid in the planning, solicitation and commission of said crimes, that is:
 - i. Purposely and unlawfully did obtain by extortion property of Dranoff Properties Incorporated, that is, property and development rights related to the Radio Lofts building, by purposely threatening to:
 - 1) publicize any asserted fact, whether true or

false, tending to subject any person to hatred, contempt and ridicule, and to impair his credit and business repute; 2) take and withhold action as an official and cause an official to take and withhold action; and 3) inflict a harm which would not substantially benefit the defendants, but which is calculated to materially harm Dranoff Properties Incorporated and Developer-1, contrary to the provisions of N.J.S.A. 2C:20-5; and

- ii. Knowingly did threaten to cause an official to take and withhold action and perform any other act would not in itself substantially benefit the defendants but which was calculated to substantially harm Dranoff Properties Incorporated and Developer-1 with respect to their business, career, financial condition, and reputation, with purpose to unlawfully restrict Dranoff Properties Incorporated's and Developer-1's freedom of action from engaging in conduct, contrary to the provisions of N.J.S.A. 2C:13-5.

All in violation of N.J.S.A. 2C:5-2, and against the peace of this State, the government, and dignity of the same.

COUNT FIVE

(Financial Facilitation of Criminal Activity – First Degree)

(Triad1828 Centre Credits, Possession)

The Grand Jury further charges that:

223. The allegations contained in paragraphs one through 211 of this Indictment are repeated, realleged, and incorporated as if fully set forth herein.

224. GEORGE E. NORCROSS, III, JOHN J. O'DONNELL, SIDNEY R. BROWN, PHILIP A. NORCROSS, DANA L. REDD, and WILLIAM M. TAMBUSI, between on or about January 1, 2013 and the date of this Indictment, at the City of Camden, in the County of Camden, at the City of Trenton, in the County of Mercer, elsewhere, and within the jurisdiction of this Court, did possess property, with a value of more than \$500,000, to wit, funds from the sale of Grow New Jersey tax credits related to the Triad1828 Centre, that they knew to be, and which a reasonable person would believe to be, derived from criminal activity, contrary to the provisions of N.J.S.A. 2C:21-25(a) and N.J.S.A. 2C:2-6, and against the peace of this State, the government, and dignity of the same.

COUNT SIX

(Financial Facilitation of Criminal Activity - First Degree)

(Trial1828 Centre Credits, Directing Transactions)

The Grand Jury further charges that:

225. The allegations contained in paragraphs one through 211 of this Indictment are repeated, realleged, and incorporated as if fully set forth herein.

226. GEORGE E. NORCROSS, III, JOHN J. O'DONNELL, SIDNEY R. BROWN, PHILIP A. NORCROSS, DANA L. REDD, and WILLIAM M. TAMBUSI, between on or about January 1, 2013 and the date of this Indictment, at the City of Camden, in the County of Camden, at the City of Trenton, in the County of Mercer, elsewhere, and within the jurisdiction of this Court, did direct, organize, finance, plan, manage, supervise, and control the transactions in property, with a value of more than \$500,000, to wit, Grow New Jersey tax credits related to the Triad1828 Centre, that they knew to be, and which a reasonable person would believe to be, derived from criminal activity, contrary to the provisions of N.J.S.A. 2C:21-25(c) and N.J.S.A. 2C:2-6, and against the peace of this State, the government, and dignity of the same.

COUNT SEVEN

(Financial Facilitation of Criminal Activity – First Degree)

(L3 Complex Credits, Possession)

The Grand Jury further charges that:

227. The allegations contained in paragraphs one through 211 of this Indictment are repeated, realleged, and incorporated as if fully set forth herein.

228. GEORGE E. NORCROSS, III, PHILIP A. NORCROSS, WILLIAM M. TAMBUSI, and DANA L. REDD, between on or about January 1, 2013 and the date of this Indictment, at the City of Camden, in the County of Camden, at the City of Trenton, in the County of Mercer, elsewhere, and within the jurisdiction of this Court, did possess property, with a value of more than \$500,000, to wit, funds from the sale of Grow New Jersey tax credits related to the L3 Complex, that they knew to be, and which a reasonable person would believe to be, derived from criminal activity, contrary to the provisions of N.J.S.A. 2C:21-25(a) and N.J.S.A. 2C:2-6, and against the peace of this State, the government, and dignity of the same.

COUNT EIGHT

(Financial Facilitation of Criminal Activity - First Degree)

(L3 Complex Credits, Directing Transactions)

The Grand Jury further charges that:

229. The allegations contained in paragraphs one through 211 of this Indictment are repeated, realleged, and incorporated as if fully set forth herein.

230. GEORGE E. NORCROSS, III, PHILIP A. NORCROSS, WILLIAM M. TAMBUSI, and DANA L. REDD, between on or about January 1, 2013 and the date of this Indictment, at the City of Camden, in the County of Camden, at the City of Trenton, in the County of Mercer, elsewhere, and within the jurisdiction of this Court, did direct, organize, finance, plan, manage, supervise, and control the transactions in property, with a value of more than \$500,000, to wit, Grow New Jersey tax credits related to the L3 Complex, that they knew to be, and which a reasonable person would believe to be, derived from criminal activity, contrary to the provisions of N.J.S.A. 2C:21-25(c) and N.J.S.A. 2C:2-6, and against the peace of this State, the government, and dignity of the same.

COUNT NINE

(Financial Facilitation of Criminal Activity - First Degree)

(11 Cooper Credits, Possession)

The Grand Jury further charges that:

231. The allegations contained in paragraphs one through 211 of this Indictment are repeated, realleged, and incorporated as if fully set forth herein.

232. GEORGE E. NORCROSS, III, JOHN J. O'DONNELL, SIDNEY R. BROWN, PHILIP A. NORCROSS, DANA L. REDD, and WILLIAM M. TAMBUSI, between on or about January 1, 2013 and the date of this Indictment, at the City of Camden, in the County of Camden, at the City of Trenton, in the County of Mercer, elsewhere, and within the jurisdiction of this Court, did possess property, with a value of more than \$500,000, to wit, funds from the sale of Economic Redevelopment and Growth and Grow New Jersey tax credits related to 11 Cooper, that they knew to be, and which a reasonable person would believe to be, derived from criminal activity, contrary to the provisions of N.J.S.A. 2C:21-25(a) and N.J.S.A. 2C:2-6, and against the peace of this State, the government, and dignity of the same.

COUNT TEN

(Financial Facilitation of Criminal Activity - First Degree)

(11 Cooper Credits, Directing Transactions)

The Grand Jury further charges that:

233. The allegations contained in paragraphs one through 211 of this Indictment are repeated, realleged, and incorporated as if fully set forth herein.

234. GEORGE E. NORCROSS, III, JOHN J. O'DONNELL, SIDNEY R. BROWN, PHILIP A. NORCROSS, DANA L. REDD, and WILLIAM M. TAMBUSI, between on or about January 1, 2013 and the date of this Indictment, at the City of Camden, in the County of Camden, at the City of Trenton, in the County of Mercer, elsewhere, and within the jurisdiction of this Court, did direct, organize, finance, plan, manage, supervise, and control the transactions in property, with a value of more than \$500,000, to wit, Economic Redevelopment and Growth and Grow New Jersey tax credits related to 11 Cooper, that they knew to be, and which a reasonable person would believe to be, derived from criminal activity, contrary to the provisions of N.J.S.A. 2C:21-25(c) and N.J.S.A. 2C:2-6, and against the peace of this State, the government, and dignity of the same.

COUNT ELEVEN

(Misconduct by a Corporate Official - Second Degree)

(Cooper Health)

The Grand Jury further charges that:

235. The allegations contained in paragraphs one through 211 of this Indictment are repeated, realleged, and incorporated as if fully set forth herein.

236. GEORGE E. NORCROSS, III, PHILIP A. NORCROSS, WILLIAM M. TAMBUSI, and DANA L. REDD, between on or about June 5, 2013 and the date of this Indictment, at the City of Camden, in the County of Camden, at the City of Trenton, in the County of Mercer, elsewhere, and within the jurisdiction of this Court, purposely and knowingly did use, control, and operate a corporation for the furtherance and promotion of a criminal object, thereby deriving a benefit for themselves and another in whom they were interested in excess of \$75,000, that is, the said defendants did purposely and knowingly use, control and operate the said COOPER HEALTH, a non-profit corporation of the State of New Jersey, for the furtherance and promotion of the criminal objects of: (1) Theft by Extortion, in violation of N.J.S.A. 2C:20-5; (2) Criminal Coercion, in violation of N.J.S.A. 2C:13-5; and (3) Financial Facilitation of Criminal Activity, in violation of N.J.S.A. 2C:21-25(a) and N.J.S.A. 2C:21-25(c); contrary to the provisions of N.J.S.A. 2C:21-9(c) and N.J.S.A. 2C:2-6, and against the peace of

this State, the government, and dignity of the same.

COUNT TWELVE

(Misconduct by a Corporate Official - Second Degree)

(Triad1828 Centre and 11 Cooper Companies)

The Grand Jury further charges that:

237. The allegations contained in paragraphs one through 211 of this Indictment are repeated, realleged, and incorporated as if fully set forth herein.

238. GEORGE E. NORCROSS, III, PHILIP A. NORCROSS, WILLIAM M. TAMBUSSI, SIDNEY R. BROWN, JOHN J. O'DONNELL, and DANA L. REDD, between on or about April 16, 2013 and the date of this Indictment, at the City of Camden, in the County of Camden, at the City of Trenton, in the County of Mercer, elsewhere, and within the jurisdiction of this Court, purposely and knowingly did use, control, and operate a corporation for the furtherance and promotion of a criminal object, thereby deriving a benefit for themselves and another in whom they were interested in excess of \$75,000, that is, the said defendants did purposely and knowingly use, control and operate the said CONNER STRONG & BUCKELEW, NFI, THE MICHAELS ORGANIZATION, CP RESIDENTIAL GSGZ, and CPT EQUITIES, corporations of the State of New Jersey, for the furtherance and promotion of the criminal objects of: (1) Theft by Extortion, in violation of N.J.S.A. 2C:20-5; (2) Criminal Coercion, in violation of N.J.S.A. 2C:13-5; (3) Financial Facilitation of Criminal Activity, in violation of N.J.S.A. 2C:21-25(a) and N.J.S.A. 2C:21-

25(c); and (4) Official Misconduct, in violation of N.J.S.A. 2C:30-2, contrary to the provisions of N.J.S.A. 2C:21-9(c) and N.J.S.A. 2C:2-6, and against the peace of this State, the government, and dignity of the same.

COUNT THIRTEEN

(Official Misconduct - Second Degree)

The Grand Jury further charges that:

239. The allegations contained in paragraphs one through 211 of this Indictment are repeated, realleged, and incorporated as if fully set forth herein.

240. DANA L. REDD, GEORGE E. NORCROSS, III, PHIL A. NORCROSS, WILLIAM M. TAMBUSI, SIDNEY R. BROWN, and JOHN J. O'DONNELL, between on or about January 1, 2014 and December 31, 2017, at the City of Camden, in the County of Camden, elsewhere, and within the jurisdiction of this Court, did commit the offense of official misconduct, in that the said DANA L. REDD, acting with the purpose to obtain a benefit for herself and another in excess of \$200 and to injure another and deprive another of a benefit, did commit an act relating to her office but constituting an unauthorized exercise of her official functions, knowing that such act was committed in an unauthorized manner, that is, the said DANA L. REDD, then and there being a public servant, to wit, Mayor of the City of Camden, having thereby the official functions and duties, among others, to perform the duties of the office impartially, to supervise all of the departments of the City government, to supervise and direct all necessary public city functions, to conduct business according to the highest ethical standards of public service, to devote her best efforts to the interests of the

city, to perform her duties in a legal and proper manner, to display good faith, honesty and integrity, and to be impervious to corrupting influences, did commit the acts described in Counts 1 through 3 and 5 through 12 of this Indictment, contrary to the provisions of N.J.S.A. 2C:30-2 and N.J.S.A. 2C:2-6, and against the peace of this State, the government, and dignity of the same.

FORFEITURE

241. All allegations heretofore set forth are hereby incorporated by reference and re-alleged as if fully set forth herein, for the purposes of alleging forfeiture pursuant to N.J.S.A. 2C:41-3(b). The said GEORGE E. NORCROSS, III, PHILIP A. NORCROSS, WILLIAM M. TAMBUSI, SIDNEY R. BROWN, JOHN J. O'DONNELL, and DANA L. REDD, have property constituting interests, including money, property, and other things of value, established, acquired, maintained, operated, controlled, conducted and participated in the conduct of, in violation of N.J.S.A. 2C:41-2(d) as described in Count One herein.

242. The said interests, all subject to forfeiture to the State of New Jersey, shall expressly include any and all property, real and personal, that constitutes and is derived from proceeds traceable to the commission of said offense, including but not limited to a sum of money in United States currency representing the amount of proceeds traceable to the commission of said offense.



Drew Skinner, Executive Director
Office of Public Integrity &
Accountability

A TRUE BILL: s/Erik Librader,
Foreperson

Dated: 6/13/2024