

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

LAWRENCE H. GRESS, on behalf of himself and)
others similarly situated,)

Plaintiff,)

v.)

Case No.: 20 CV 756

SAFESPEED, LLC, an Illinois limited liability)
company; NIKKI ZOLLAR; CHRIS LAI;)
KHALID (“CLIFF”) MAANI; OMAR MAANI;)
TONY RAGUCCI; MARTIN A. SANDOVAL;)
PATRICK DOHERTY; LOUIS PRESTA; BILL)
HELM; JEFF TOBOLSKI; MICHAEL)
CARBERRY and JOHN O’ SULLIVAN;)

Hon. Robert M. Dow, Jr.

Defendants.)

PLAINTIFF’S MOTION FOR LEAVE TO FILE AMENDED COMPLAINT

Plaintiff, Lawrence H. Gress (“Gress”), by and through his attorneys, KENT
MAYNARD & ASSOCIATES LLC and LEONARDMEYER, LLP, pursuant to Fed. R. Civ. P.
15(a), respectfully requests this Court grant him leave to file an Amended Complaint. In support
of this Motion, Gress states as follows:

1. Plaintiff (“Gress”) filed the instant Complaint on February 2, 2020, shortly after
Senator Martin Sandoval pled guilty to receiving bribes from SafeSpeed to act as its “protector”
and advocate, as alleged in the Complaint.

2. The Complaint alleges a RICO Enterprise that generated vast sums of cash from
corruptly placed Red-light Cameras (“RLCs”) that had the effect of punishing motorists for
unsafe intersections and created perverse incentives *to decrease* public safety.

3. This Court may take judicial notice of various events that occurred after the
Complaint was filed.

4. On February 3, 2020, SafeSpeed issued a press release endorsing, without any discernable skepticism, the truth of Sandoval's admissions about bribes he received from Omar Maani, a SafeSpeed founder, member, and manager.

5. On February 13, 2020, in a three-Count Indictment filed in this Court, a Special Grand Jury charged named defendant Patrick Doherty ("Doherty"), with bribery on behalf of SafeSpeed in violation of 720 ILCS 5/33-1(a) and promotion of unlawful activity in violation of 18 U S C § 1952(a)(3), thus corroborating allegations of the Complaint.

6. On August 6, 2020, in a seven-Count Indictment filed in this Court, a Special Grand Jury charged Louis Presta ("Presta"), the Mayor of Crestwood, Illinois, with i) using a cell phone to commit bribery for SafeSpeed and official misconduct, ii) filing false tax returns, iii) failing to file an income tax return, and iv) making false statements to the FBI and IRS.

7. The proposed Amended Complaint adds Presta as a named defendant while omitting some previously named defendants who may be added after discovery has been taken.

8. The Village of Oakbrook has been omitted as a defendant on grounds that the gravamen of its motion to dismiss is well taken.

9. On August 31, 2020, in a criminal Information filed in this Court, the United States Attorney for the Northern District of Illinois charged named defendant Omar Maani with participating in the criminal conspiracy alleged in the Doherty Indictment.

10. Most recently, it was widely reported that Omar Maani's lawyer had announced that Omar had, on or around September 11, 2020, entered into a Deferred Prosecution Agreement in respect of the August 31, 2020, criminal Information, and that some of the other named defendants had been charged with crimes not expressly referencing SafeSpeed.

11. In any event, Gress respectfully requests leave to file the Amended Complaint because, after the filing of the Initial Complaint, additional evidence of a criminal conspiracy specifically involving some of the Defendants and their use of bribery to operate the alleged Enterprise became matters of public record.

12. Gress seeks to supplement the allegations of fact to reflect the recent developments and provide additional background pertinent to the Enterprise.

13. Gress brings this motion in a timely and expeditious fashion.

14. There has not been any undue delay or bad faith.

15. This motion is not motivated by a desire to delay these proceedings and will not cause any prejudice to any of the Defendants.

16. There is no need for any of the already-deposed witnesses to be re-deposed as a result of the proposed Amended Complaint because no witnesses have yet been deposed.

17. Under the circumstances, and consistent with the purpose of Rule 15(a)'s liberality standard, allowing amendment at this time would be fair and just

WHEREFORE, Plaintiff Gress respectfully requests this Court to enter an Order granting him leave to file the Amended Complaint attached hereto as Exhibit A, and for such other and further relief as this Court deems appropriate and just.

Dated this 30th day of September 2020

Respectfully submitted,

LAWRENCE H. GRESS, on behalf of himself and others
similarly situated,

By:

/s/ Kent Maynard, Jr.

Kent Maynard, Jr.

KENT MAYNARD & ASSOCIATES LLC
636 W Wellington Avenue
Chicago, Illinois 60657-5306
312.423.6586
312.878.1553 FAX
service@kentmaynard.com

/s/ Michael I. Leonard

Michael I. Leonard

LEONARDMEYER LLP
120 N. LaSalle Street, 20th Floor
Chicago, IL 60602
312.380.6559
312.264.0671 FAX
mleonard@leonardmeyerllp.com

EXHIBIT A

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

LAWRENCE H. GRESS, on behalf of himself and)
others similarly situated,)

Plaintiff,)

v.)

SAFESPEED, LLC, an Illinois limited liability)
company; NIKKI ZOLLAR; CHRIS LAI;)
KHALID (“CLIFF”) MAANI; OMAR MAANI;)
TONY RAGUCCI; MARTIN A. SANDOVAL;)
PATRICK DOHERTY; LOUIS PRESTA; BILL)
HELM; JEFF TOBOLSKI; MICHAEL)
CARBERRY and JOHN O’ SULLIVAN;)

Defendants.)

Case No.: 20 CV 756

Hon. Robert M. Dow, Jr.

FIRST AMENDED CLASS ACTION COMPLAINT

Plaintiff, LAWRENCE H. GRESS (“Gress”), by and through his attorneys, KENT MAYNARD & ASSOCIATES LLC, and LEONARDMEYER, LLP, for himself and as a representative of the Plaintiff Class described below, states as follows:

NATURE OF THE ACTION

1. In the last twenty years, new off-the-shelf digital technologies powering wired and wireless networks of computers and network-enabled video cameras have made possible the creation, by private companies, of automated surveillance systems that gather, often with the assistance and collaboration of law enforcement, video and photographic information on millions of American citizens based on the fiction that the private companies are promoting public safety.

2. This class action seeks to recover millions of dollars confiscated from motorists by a racketeering Enterprise that bribed public officials to permit the placement of Red-Light

Cameras (“RLCs”) in villages and municipalities ringing Chicago, punishing motorists for unsafely configured traffic signals, all on the false and baseless pretext they would promote public safety by detecting, documenting, and punishing bonafide Red Light Violations.

JURISDICTION AND VENUE

3. The subject matter jurisdiction of this Court is conferred and invoked pursuant to 28 § 1331, and the Racketeer Influenced and Corrupt Organizations Act (“RICO”), 18 §1961 *et seq.* (specifically 18 U.S.C. § 1964(c)).

4. This Court also has jurisdiction over this action as a class action pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1332(d), providing for jurisdiction where, as here, “any member of a class of plaintiffs is a citizen of a State different from any defendant,” and the aggregated amount in controversy exceeds five million dollars (\$5,000,000), exclusive of interests and costs. *See* 28 U.S.C. §§ 1332(d)(2) and (6).

5. Venue is proper in this judicial District under 18 U.S.C. § 1965(a) and 28 U.S.C. §1391(a), (b), and (c) because a substantial part of the events and omissions giving rise to this action occurred in the Northern District of Illinois and because Defendants transacted and were doing business in this District.

PARTIES

6. Plaintiff LAWRENCE H. GRESS is a natural person who was, at all times relevant, a citizen and resident of the State of Illinois.

7. Plaintiff Gress and the Class Members are persons who received computer-generated Violation Notices issued with video and photographic data collected by corruptly

installed and corruptly maintained RLCs. These RLCs owed their existence to bribes paid to public officials.

8. Defendant SAFESPEED, LLC (“SAFESPEED”) is an Illinois limited liability company authorized to do business and doing business in the Northern District of Illinois, with its principal place of business located in Chicago, Illinois.

9. Defendant NIKKI ZOLLAR (“Zollar”) is a co-founder, stakeholder, President, and Chief Executive Officer of SafeSpeed, and a longtime business associate and trusted confidant of Defendants CHRIS LAI, KHALID (“CLIFF”) MAANI, and OMAR MAANI. She is a citizen and resident of the State of Illinois.

10. Defendant CHRIS LAI (“Lai”) is a citizen and resident of the State of Illinois and a founding member, investor, and stakeholder in SAFESPEED, and a longtime business associate and trusted confidant of Defendant Zollar.

11. Defendant KHALID (“CLIFF”) MAANI (“Cliff Maani”) is a citizen and resident of the State of Illinois and a founding member, investor, and stakeholder in SAFESPEED, a longtime business associate and trusted confidant of NIKKI ZOLLAR and the father of OMAR MAANI.

12. Defendant OMAR MAANI (“Omar Maani”) is a citizen and resident of the State of Illinois and a founding member, investor, and stakeholder in SAFESPEED, and the son of KHALID MAANI.

13. Defendant TONY RAGUCCI (“Ragucci”) is a citizen and resident of the State of Illinois and the former Mayor of Oakbrook Terrace. In consideration of bribes funded by SAFESPEED and its principals, Ragucci was corruptly induced to contract with SAFESPEED to deploy RLCs, including in 2017. These RLCs included one located at the intersection of Route

83 and 22nd Street in Oakbrook Terrace, notwithstanding repeated objections from the Illinois Department of Public Transportation (“IDOT”) and the neighboring Village of Oak Brook.

14. Defendant MARTIN A. SANDOVAL (“Sandoval”) is a citizen and resident of the State of Illinois who was, for 17 years before January 1, 2020, a Senator in the Illinois General Assembly. After January 2009, Sandoval served as the Chairman of the Illinois Senate’s Transportation Committee and its Subcommittee on Red Light Cameras. He served in those capacities until October 11, 2019, when he admitted taking bribes from SafeSpeed and resigned in disgrace.

15. Defendant PATRICK DOHERTY (“Doherty”) is a citizen and resident of the State of Illinois, and a former “Sales Consultant” for SAFESPEED. In that capacity, he paid bribes on SAFESPEED’s behalf, including, without limitation, to public officials of Oak Lawn to expand the network of SAFESPEED RLCs there. Doherty is also a former Chief of Staff for Jeff Tobolski, a Cook County Commissioner and the Village President of McCook, Illinois.

16. Defendant LOUIS PRESTA (“Presta”) is a citizen and resident of the State of Illinois and the Mayor of Crestwood, Illinois. In August 2020, Presta was criminally charged with federal crimes arising out of his acceptance of bribes to promote SafeSpeed RLCs and lying about the bribes to the FBI.

17. Defendant BILL HELM (“Helm”) is a citizen of the State of Illinois, a former City of Chicago Deputy Aviation Commissioner, and a SafeSpeed Sales Consultant. In that latter capacity, Helm corruptly procured the placement of SAFESPEED RLCs by paying bribes to municipal officials and pressuring municipalities to issue as many Violation Notices as conceivably possible, without regard to public safety.

18. Defendant JEFF TOBOLSKI (“Tobolski”) is a citizen and resident of the State of Illinois, and he has been the Village President of McCook since 2007, and a Cook County Commissioner since 2010.

19. Defendant JOHN O’SULLIVAN (“O’Sullivan”) is a citizen and resident of the State of Illinois, and a Worth Township Supervisor and Worth Township’s Democratic committeeman. He participated in the scheme by moonlighting as an undisclosed sales representative for SafeSpeed and, as such, promoted SafeSpeed’s RLC services to public officials of Palos Heights and Crestwood, before Palos Heights and Crestwood contracted with SafeSpeed for the installation of RLCs. Previously, in September 2015, SafeSpeed RLCs began operating at two intersections in Oak Lawn. Soon thereafter, SafeSpeed directed O’Sullivan to pressure Oak Lawn officials to issue more tickets with data collected from SafeSpeed RLCs because more tickets would bring more revenue to Oak Lawn and SafeSpeed, and SafeSpeed’s commissioned “Sales Consultants.” O’Sullivan pressured Oak Lawn to issue Violation Notices without regard to public safety.

20. Defendant MICHAEL CARBERRY (“Carberry”) is a citizen and resident of the State of Illinois, and a former Illinois State Representative who also previously served on the Oak Lawn Village Board. He accepted bribes from SafeSpeed to expand SafeSpeed’s network of RLCs in Oak Lawn. Soon thereafter, SafeSpeed directed O’Sullivan to pressure Oak Lawn officials to issue more tickets with data collected from SafeSpeed RLCs because more tickets would bring more revenue to Oak Lawn and SafeSpeed, and SafeSpeed’s commissioned “Sales Consultants.” O’Sullivan pressured Oak Lawn to issue Violation Notices without regard to public safety.

21. Various other persons, firms, organizations, corporations, and business entities, some unknown and others known, have participated as co-conspirators in the violations and conduct alleged herein and performed acts in furtherance of the conspiracy described herein.

THE RICO ENTERPRISE

22. The RICO Enterprise is an association-in-fact of SafeSpeed executives, managers, members, stakeholders, employees, sales agents (“Sales Consultants”), and current and former public officials in the Illinois General Assembly and various municipalities recruited by the SafeSpeed participants.

23. Defendants and their above-named co-conspirators conducted or actively participated in the conduct of the Enterprise through a pattern of racketeering activity in violation of 18 U.S.C. § 1962(c).

24. Alternatively, Defendants, co-conspirators, and Enterprise participants identified herein, through an agreement to commit two or more predicate acts, conspired to conduct or participate in the conduct of the Enterprise through a pattern of racketeering activity in violation of 18 U.S.C. § 1962(d).

25. The actions of Defendants, co-conspirators, and Enterprise participants were in furtherance of the Enterprise and in violation of 18 U.S.C. § 1962(d).

26. The Enterprise is distinct from SafeSpeed, although SafeSpeed members, stakeholders, and Sales Consultants, along with municipal officials receiving bribes, participated in the operation and management of the Enterprise, along with the other Defendants named herein.

27. The Enterprise has an ongoing existence, and indeed, continues to operate and is currently operating, extracting hundred-dollar tributes from motorists.

28. More Specifically, participants in the Enterprise include:

a. Zollar participated in the Enterprise by causing SafeSpeed secretly to hire public officials, and other persons perceived as politically connected or influential, as commissioned, undisclosed Sales Consultants whose compensation was calculated as a percentage of monthly income generated by the RLCs they helped corruptly to place; by personally funding and causing others to fund as surrogates of SafeSpeed and the Enterprise, bribes paid to Sandoval and other public officials in a position to influence or approve the installation of SafeSpeed RLCs or to prevent adverse actions of the Illinois General Assembly or by IDOT against SafeSpeed; by causing SafeSpeed to disburse funds to fund such bribes; and by concealing such bribes from the General Assembly and the citizens of the State of Illinois so as to defraud Plaintiffs and the Class and causing damage to their businesses and properties by facilitating the corrupt installation and operation of RLCs in several Illinois municipalities, including, without limitation, the Defendant City of Oakbrook Terrace, pursuant to various contracts and agreements. In addition, after causing bribes to be paid to place SafeSpeed RLCs, Zollar pressured municipalities to issue the largest possible number of Violation Notices to motorists even if that compromised public safety.

b. Lai participated in the scheme by causing SafeSpeed secretly to hire public officials as commissioned, undisclosed Sales Consultants whose compensation was calculated as a percentage of monthly income from RLC fines collected from RLCs they helped to place; by funding bribes paid to Sandoval and other public officials in a position to influence or approve the installation of SafeSpeed RLCs and to prevent adverse actions in the Illinois General Assembly or by IDOT; and by concealing such bribes from the General Assembly and the citizens of the State of Illinois to defraud Plaintiffs and the Class and causing damage to their businesses and properties by facilitating the corrupt installation and operation of RLCs in several

Illinois municipalities, including, without limitation, the Defendant City of Oakbrook Terrace, under various contracts and agreements. In addition, after causing bribes to be paid to place SafeSpeed RLCs, Lai pressured municipalities to issue the largest possible number of Violation Notices to motorists even if that compromised public safety.

c. Cliff Maani participated in the scheme by causing SafeSpeed secretly to hire public officials as commissioned, undisclosed Sales Consultants whose compensation was calculated as a percentage of monthly income from RLC fines collected from RLCs they helped to place; by funding bribes paid to Sandoval and other public officials in a position to influence or approve the installation of SafeSpeed RLCs and to prevent adverse actions in the Illinois General Assembly or by IDOT; and by concealing such bribes from the General Assembly and the citizens of the State of Illinois to defraud Plaintiffs and the Class and causing damage to their businesses and properties by facilitating the corrupt installation and operation of RLCs in several Illinois municipalities, including, without limitation, the Defendant City of Oakbrook Terrace, under various contracts and agreements. In addition, after causing bribes to be paid to place SafeSpeed RLCs, Cliff Maani pressured municipalities to issue the largest possible number of Violation Notices to motorists even if that compromised public safety.

d. Omar Maani is the person referred to as “CW-1” in the Plea Agreement entered into by Sandoval in this District on January 28, 2020. He participated in the scheme by causing SafeSpeed secretly to hire public officials as commissioned, undisclosed Sales Consultants whose compensation was calculated as a percentage of monthly income from RLC fines collected from RLCs they helped to place; by funding bribes paid to Sandoval and other public officials in a position to influence or approve the installation of SafeSpeed RLCs and to prevent adverse actions in the Illinois General Assembly or by IDOT; and by concealing such bribes

from the General Assembly and the citizens of the State of Illinois to defraud Plaintiffs and the Class and causing damage to their businesses and properties by facilitating the corrupt installation and operation of RLCs in several Illinois municipalities, including, without limitation, the Defendant City of Oakbrook Terrace, pursuant to various contracts and agreements. In addition, after causing bribes to be paid to place SafeSpeed RLCs, Omar Maani pressured municipalities to issue the largest possible number of Violation Notices to motorists even if that compromised public safety.

e. Ragucci participated in the scheme by receiving bribes from SafeSpeed to induce the municipality of Oak Brook Terrace to corruptly contract with SafeSpeed for the placement of RLCs at the Intersection, over repeated objections from IDOT and neighboring Oak Brook, and in one other location in Oakbrook Terrace. In addition, after accepting bribes to place SafeSpeed RLCs in Oakbrook Terrace, Ragucci acceded to pressure from SafeSpeed and its Sales Consultant to cause his municipality to issue the largest possible number of Violation Notices even if this required steps that decreased public safety.

f. Sandoval participated in the scheme by using his position as Chairman of the Illinois Senate Transportation Committee and its Subcommittee on Red Light Cameras to solicit bribes from SafeSpeed and its principals in exchange for “protection” against adverse actions in the General Assembly and by IDOT concerning applications to install RLCs in specific locations. As compensation for that role, Sandoval requested and received annual “campaign contributions” of \$20,000 from SafeSpeed and later requested to be paid \$5,000 per month, instead of a specified percentage of the monthly income from RLC fines collected from SafeSpeed RLCs. Sandoval thereby deprived the citizens of Illinois of his honest services and sought to conceal the SafeSpeed bribes from the General Assembly and the citizens of the State

of Illinois to defraud Plaintiffs and the Class and causing damage to their business and property by facilitating the corrupt installation and operation of RLCs in several Illinois municipalities, including, without limitation, the Defendant City of Oakbrook Terrace, under various contracts and agreements.

g. Presta participated in the scheme by soliciting and accepting bribes from SafeSpeed to expand the deployment of RLCs in Crestwood and by acceding to pressure from SafeSpeed and its Sales Consultant to issue the largest possible number of Violation Notices to motorists even if this compromised public safety.

h. Doherty is the federally indicted former Chief of Staff for Jeff Tobolski, a former Cook County Commissioner and Village President of McCook, Illinois. Doherty participated in the scheme by moonlighting as an undisclosed Sales Consultant for SafeSpeed and, in that capacity, received and continues to receive a “small percentage” from “every ticket that’s paid” in communities that host SafeSpeed RLCs, placed in part thanks to his efforts. In addition, Doherty paid bribes to Oak Lawn public officials on behalf of SafeSpeed to expand SafeSpeed’s RLC network in Oak Lawn.

i. Helm was a City of Chicago Deputy Aviation Commissioner, overseeing airfield maintenance at O’Hare Airport from 2014 until he resigned in August 2019. Helm is a political ally of Tobolski. Helm became acquainted with Defendant Zollar years earlier when Zollar was gifted a valuable franchise to sell popcorn out of pushcarts at O’Hare. While on the City payroll, Helm participated in the scheme by moonlighting as an undisclosed Sales Consultant for SafeSpeed. In that capacity, Helm helped SafeSpeed contract with the municipalities of Matteson and Glendale Heights to install RLCs and was compensated for those efforts by way of a share of

the fines collected for RLC tickets issued. A September 10, 2019 email from SafeSpeed to Helm indicates that, for July 2019 alone, SafeSpeed owed Helm \$4,156, calculated as 3.5% of \$118,766 in “SafeSpeed fees” received by SafeSpeed that month from RLCs Helm “sold” to Matteson. Those “fees” represented SafeSpeed’s share of the fines collected from RLC tickets issued by SafeSpeed equipment in Matteson. Helm violated City requirements that he disclose his “secondary employment” with SafeSpeed to the City and report his outside income from SafeSpeed to the Chicago Board of Ethics.

j. The FBI raided Tobolski’s home office in September 2019, and \$51,000.00 in cash was seized from a safe therein. Tobolski participated in the scheme by, among other things, accepting bribes from SafeSpeed to induce McCook to contract with SafeSpeed for RLCs.

k. O’Sullivan participated in the scheme by moonlighting as an undisclosed Sales Consultant for SafeSpeed and, as such, promoting SafeSpeed’s RLC services to public officials of Palos Heights and Crestwood, before Palos Heights and Crestwood contracted with SafeSpeed for the installation of RLCs. Previously, in September 2015, SafeSpeed RLCs began operating at two intersections in Oak Lawn. Soon thereafter, SafeSpeed began to pressure Oak Lawn officials to issue more tickets with data collected from SafeSpeed RLCs because more tickets would bring more revenue to Oak Lawn to SafeSpeed, and SafeSpeed’s commissioned “Sales Consultants.” Leading the push for more aggressive RLC ticketing in Oak Lawn were two former Illinois State legislators from Oak Lawn, O’Sullivan, and Defendant Carberry.

l. Carberry participated in the scheme by working as an undisclosed Sales Consultant for SafeSpeed. In that capacity, Carberry pressured Oak Lawn to increase the number

of tickets issued with data collected from SafeSpeed RLCs in Oak Lawn to increase his share of income from such fines, without regard to public safety.

29. Various other persons, firms, organizations, corporations, and business entities, some unknown and others known, have participated as co-conspirators in the violations and conduct alleged herein and performed acts in furtherance of the conspiracy described herein.

RULE 23 ALLEGATIONS

30. Plaintiff Gress brings this action under Rule 23 of the Federal Rules of Civil Procedure, for himself and as the representative of a Class of similarly situated plaintiffs, defined as:

All persons who received a “Violation Notice” or similar communication issued by or in the name of any Illinois municipal corporation or other unit of local government, which communication alleges or asserts any traffic signal violation of the Illinois Motor Vehicle Code or similar municipal ordinance, where such Violation Notice was generated in whole or in part based on data collected by a “Red-Light Camera” (“RLC”) installed or operated by SafeSpeed, LLC, that:

- a) was, at the time of the alleged infraction, linked to a traffic signal with a configured yellow change interval (“YCI”) duration less than three (3) seconds or
- b) was, at the time of the alleged infraction, linked to a traffic signal with a configured YCI duration that was substantially reduced concurrently with or after the installation of a SafeSpeed RLC; or
- c) resulted in the issuance of a Violation Notice that fails to show a yellow change interval duration at the time of the alleged infraction; or
- c) that was installed:
 - i) after Sen. Martin Sandoval agreed to accept bribes from or for the benefit of SafeSpeed or
 - ii) where placement of the RLC that collected the pertinent data was procured through bribes paid to public officials, including, without limitation, Sen. Martin A. Sandoval, and

iii) where, by reason of such Violation Notice, the recipient suffered an adverse legal consequence, including, without limitation, being required to pay a fee, fine, penalty, or surcharge; to pay a court filing or other legal or administrative fee; incurring attorney fees; becoming the subject of negative credit reports for unpaid “violations;”; having had or been threatened with having driving privileges or vehicle registration suspended; and/or having a vehicle towed, immobilized or impounded as a result of a Violation Notice.

31. Prosecution of this case as a class action is a superior method of resolving these claims because the average amount at issue (in most cases, \$100 to \$200 for any individual Violation Notice) is relatively small.

32. Any individual Class member’s out-of-pocket and opportunity costs of challenging a Violation Notice is substantially greater than the cost of the wrongfully assessed fee or penalty.

33. Total damages suffered by the plaintiff Class are sizable. According to an analysis by the Illinois Policy Institute, Illinois local governments collected more than \$1 billion in RLC-generated fines from 2008 to 2018.

34. Municipalities that host SafeSpeed RLCs reportedly collected fines totaling more than \$70 million from 2014 through 2016.

35. Upon information and belief, the total damages suffered by the Plaintiff Class approaches or exceeds \$100,000.00 (\$100 million).

36. The Plaintiff Class is so numerous that the joinder of individuals would be impracticable.

37. The Plaintiff Class may exceed 100,000 members. The Class members can be readily ascertained by digital records generated and maintained in the ordinary course of business by the various RLC providers in the State of Illinois.

38. The claim of the named Plaintiff is typical of those of all members of the proposed Plaintiff Class as required by Rule 23(a)(3) because he received a Violation Notice

generated by an RLC that was corruptly and wrongfully installed, over repeated objections from IDOT, as a direct and proximate result of bribes paid to Sandoval and Ragucci, and Sandoval's improper influence of Sandoval over IDOT.

39. Thereafter, the corruptly placed RLC remained in place and in operation because of bribes paid to Sandoval to block legislation in the General Assembly that would have banned RLCs by repealing Section 11-208.

40. Other Class members, by definition, received Violation Notices generated by RLCs installed and placed into operation because of bribes, improper influence, and subversion of IDOT application procedures.

41. On information and belief, multiple members of the Class are citizens of States different from any Defendant, as will be readily confirmed in discovery.

42. Numerous questions of law and fact exist that are common to the Plaintiff and the Class. The answers to these common questions are significant and will substantially advance the adjudication and resolution of this case, and predominate over any questions that may affect only individual Class members, thereby satisfying Rule 23(a)(2) and 23(b)(3).

43. These common question/common answer issues include:

a. Whether SafeSpeed misrepresented and concealed material information in its mailings to, and filings with, the Illinois Department of Transportation concerning SafeSpeed's installation of RLCs at the Intersection of Route 83 and 22nd Street in Oakbrook Terrace in 2017, and other locations;

b. Whether Defendants used or caused to be used the United States mail to convey to Class Members Violation Notices that they knew were based on data collected by RLCs that Defendants had installed and placed in operation through public corruption and honest services fraud as distinct from any bona fide concern about public safety;

c. Whether Defendants used or caused to be used wired and wireless internet networks to access and transmit digital information in furtherance of the scheme, including video and photograph data collected by RLCs; license plate information to generate mailing lists for Violation Notices; and lists of unpaid fines and penalties to the Illinois Department of Revenue to recover the unpaid fines and penalties from monies that would otherwise be disbursed by the Department to the Violation Notice recipients;

d. Whether SafeSpeed engaged in a fraudulent and/or deceptive scheme to deceive IDOT, citizens of Illinois, and the Illinois General Assembly as to the true nature of SafeSpeed's network of RLCs and conceal the fact that RLCs

- i. were tied to a traffic signal with a YCI duration of less than three (3) seconds;
or
- ii. had issued a Violation Notice showing a YCI duration of less than three (3) seconds; or
- iii. had been corruptly placed because of bribes, improper influence over IDOT, and a desire to generate illicit profits, and not promote public safety;

e. Whether Defendants engaged in a pattern and practice of disseminating materially false information, misrepresentations, omissions, and concealment regarding Defendants' support of RLCs;

f. Whether Defendants engaged in public corruption and the exchange of bribes for official acts with respect to the placement, maintenance, and operation of RLCs, and thereby corruptly protected SafeSpeed RLCs from objections from IDOT or bills to repeal Section 11-208;

g. Whether the foregoing conduct continues to the present;

h. Whether Defendants' conduct injured Class members in their businesses or properties within the meaning of the RICO statute;

i. Whether SafeSpeed and the other Defendants violated and conspired with each other and others to violate RICO by the conduct of an association-in-fact Enterprise, through a pattern of racketeering activity involving bribery of public officials, honest services fraud, and mail and wire fraud;

j. Whether Class members are entitled to compensatory damages and if so, the nature and extent of such damages; and

k. Whether Class members are entitled to treble damages under Civil RICO.

44. Plaintiff, like all of the Class members, has been damaged by Defendants' misconduct because he has suffered damages due to receiving a Violation Notice.

45. The factual and legal bases of Defendants' misconduct are common to all members of the Class and represent a common thread of fraud, deceit, and other misconduct resulting in injury to Plaintiffs and Class members.

46. Plaintiff will fairly and adequately represent and protect the interests of Class members, as required by Rule 23(a)(4).

47. Plaintiff and his counsel are committed to the vigorous prosecution of this action on behalf of the Class and have the financial resources to do so.

48. Neither Plaintiff nor his counsel has any interest adverse to the Class.

49. A class action is superior to other available methods for the fair and efficient adjudication of this controversy under Rule 23(b)(3).

50. Absent a class action, most Class members would find the cost of litigating their claims to be prohibitive, and would thus have no effective access to the courts or remedy at law.

51. The class treatment of common questions of law and fact is thus superior to multiple individual actions or piecemeal litigation because common questions of law and fact

substantially predominate over any questions of law or fact unique to the individual Class members.

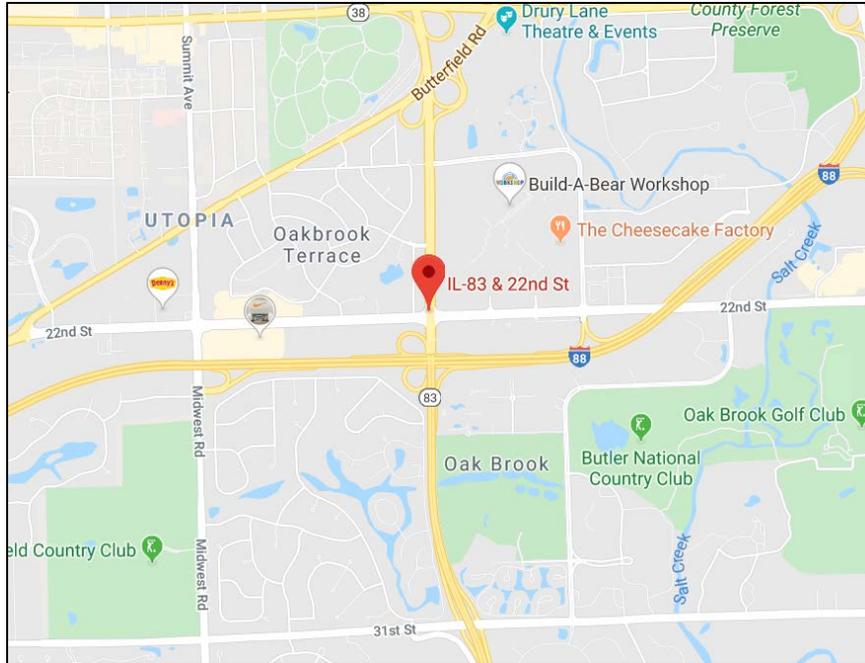
52. The named Plaintiff is represented by trial counsel, experienced and competent in all areas of the law relating to this Complaint, who are prepared to fully and adequately prosecute this action on behalf of their clients and on behalf of all members of the Plaintiff Class, as Class Counsel.

53. Plaintiffs seek the certification of a nationwide Class for their civil RICO claims, asserted for violations of 18 U.S.C. §1962(c) and 1962(d) under 1964(c) in this Complaint. All questions of law and fact are common to the civil RICO Counts and predominate over individual questions. This case also presents common issues of fact and law that are each appropriate for issue-class certification under Rule 23 (c)(4), and the management of this action may be facilitated through the certification of additional subclasses under Rule 23(c)(5), if necessary and appropriate.

The Class Representative

54. Gress is the owner of a black 2008 Ford Taurus sedan automobile with VIN 1FAHP25W48G102577 and License Plate “LG – TS” (“the Auto”).

55. On December 12, 2018, at approximately 8:00 pm, Gress was driving the Auto southbound on Route 83 in Oakbrook Terrace, approaching the Intersection with 22nd Street:



56. At the Intersection, Gress used the right-turn lane to turn right and merge onto 22nd Street.

57. Based on the foregoing, Gress received from Oakbrook Terrace ticket 90H5W97Y, citing a violation of 5/11-306(c) of the Illinois Vehicle Code as adopted by Section 70.01 of the City of Oakbrook Terrace Code, and demanding a payment of \$100.00 – which he was required to pay.

58. Upon information and belief, thousands of others challenged their Violation Notices through the administrative process but were still required to pay them.

59. The SafeSpeed RLCs at the Intersection that issued ticket 90H5W97Y were corruptly installed over repeated and longstanding objections from IDOT and public officials of neighboring Oak Brook and as a direct result of bribes paid to Sandoval and Ragucci, and not because of a bona fide concern about public safety, and were configured to maximize the number of Red Light Violations, to the detriment of public safety.

60. SafeSpeed RLCs at the Intersection were installed not out of any concern for public safety, but rather as a direct result of public corruption, a desire to generate revenue, and as a direct and proximate result of bribes paid to Sandoval and Ragucci.,

61. SafeSpeed's records will demonstrate that, at many intersections, alleged rolling right-turn tickets have accounted for over 90% of the Violation Notices issued.

FACTUAL ALLEGATIONS APPLICABLE TO ALL CLAIMS

62. From 2008 through 2018, RLCs in Illinois raked in nearly \$1.1 billion from motorists – equivalent, in the aggregate, to one \$100 Violation Notice issued every 33 seconds.

63. The usual “take” of private-sector RLC providers from the RLC fines they generate is 40%, which implies a transfer of over \$400 million from Illinois motorists to a handful of companies that assemble RLC networks from generic, off-the-shelf components.

64. In 2016, the population of Illinois was approximately twelve million, including about eight million licensed drivers. As such, it would appear that since the advent of RLCS, enough RLC Violation Notices have been issued to ensure that each licensed driver in Illinois could receive at least one Notice in the period from 2008 through 2018.

65. A Class member's failure to pay an RLC Violation Notice can lead to dire consequences, such as suspension of driving privileges and impounding the cited vehicle.

66. At bottom, the RLC industry is a high-tech makeover of the traditional, low-tech speed trap. RLC providers promise “turn-key” systems to generate substantial municipal revenues in exchange for nothing more than a signed contract and some low-level clerical support.

67. In furtherance of the Enterprise alleged herein, SafeSpeed marketed its RLC systems as a means of enhancing public safety, knowing that SafeSpeed benefitted from unsafe

conditions that increased Red Light Violations and SafeSpeed profits, at the expense of public safety.

68. After its camera networks were installed, SafeSpeed providers pressured municipalities to issue as many Violation Notices as conceivably possible, without regard to public safety, on the regrettably correct assumption that the vast majority of Violation Notice recipients will follow “the path of least resistance” by simply paying the hundred-dollar fine.

A. How RLC Networks Make Money

69. One authority describes RLCs as follows:

A [Red-Light Camera] is a type of traffic enforcement camera that captures [an] image of [a] vehicle that has entered an intersection in spite of the traffic signal indicating red By automatically photographing vehicles that run red lights, the photo is evidence that assists authorities in their enforcement of traffic laws. . . . Typically, a law enforcement official will review the photographic evidence and determine whether a violation occurred. A citation is then usually mailed to the owner of the vehicle found to be in violation of the law. There is debate and ongoing research about the use of red light cameras. Authorities cite public safety as the primary reason that the cameras are installed, while opponents contend their use is more for financial gain.

70. According to SafeSpeed’s website, its RLCs utilize sensors to detect cars nearing an intersection after the traffic light has turned red.

71. If the vehicle is traveling at a predetermined rate of speed, a video camera is activated to record the vehicle entering the intersection on red, and a still camera takes a photo of the license plate, producing a visible flash.

72. The video and photographs captured by RLCs are electronically transmitted via the internet and stored on servers maintained by SafeSpeed, where they can be accessed by SafeSpeed employees, SafeSpeed’s municipal customers, and Violation Notice recipients.

73. If a Violation Notice is to be issued, the license plate number is compared to the numbers in an electronic license plate database maintained by or on behalf of State authorities to retrieve ownership information.

74. Once the ownership information has been electronically transmitted to SafeSpeed or its agents, the surveillance system generates a paper Violation Notice placed in the US Mail for delivery to the person associated with the captured license plate number.

75. The owner of the car receives in the mail the printed Violation Notice.

76. To the extent that the auto owner fails to pay the Violation Notice, the hundred-dollar fine is doubled and secured with a claim on monies payable to the owner from the public fisc.

77. In practice, this means that SafeSpeed electronically transmits to the Illinois Department of Revenue computerized lists of delinquent auto owners, and the Department withholds the unpaid fees and penalties from tax refunds and other payments that would otherwise be disbursed to listed Notice recipients.

78. The Enterprise thus consists of a multi-step process beginning with corruptly-placed RLCs and ending with either a compelled payment of fines or a State-mediated deduction from the proceeds of monies payable to the auto owner from the public fisc.

79. The process begins with bribes paid to procure the placement of RLCs.

80. After the RLCs are corruptly placed, they are corruptly operated to maximize the number of Red Light Violations without regard to public safety.

B. The Rise of RLCs Around Chicago

81. The Illinois General Assembly passed Illinois State Law, HB4835, effective May 2006, permitting the use of RLCs and making the registered owner (or lessee) of a vehicle liable for any automated traffic law violations recorded by RLCs.

82. HB4835, now codified at 625 ILCS 5/11-208.6 (hereinafter “Section 11-208”), applies only to the counties of Cook, DuPage, Kane, Lake, Madison, McHenry, St. Clair, and Will, and to the municipalities located within those counties.

83. The passage of Section 11-208 led to a land rush by would-be RLC providers into municipalities southwest of Chicago, including municipalities in Sandoval’s 11th Senate District, such as Bedford Park, Burbank, Cicero, Forest View, Lyons, McCook, Stickney, Summit, and Riverside.

84. SafeSpeed was formed after one of its founders learned of Section 11-208, the burgeoning RLC industry, and the potential for massive profits collected with the imprimatur of municipal entities.

C. The Formation of SafeSpeed of

85. In 2007, Defendant Zollar and her longtime business partners, Defendants Lai, Cliff Maani, and Omar Maani, founded SafeSpeed as a for-profit enterprise to cash in on the RLC gravy-train.

86. When SafeSpeed was in formation, Zollar, Lai, and Cliff and Omar Maani were already partners in another Chicago-based company.

87. After founding SafeSpeed, Zollar began to corruptly to cultivate – with bribes -- relationships with public officials who were in a position to steer business to SafeSpeed, especially contracts for the most lucrative RLC locations.

88. SafeSpeed beat its competition to obtain contracts in River Forest, North Riverside, and Berwyn for RLCs along a particularly lucrative four-mile stretch of Harlem Avenue southwest of Chicago.

89. Reportedly, SafeSpeed RLCs along that four-mile stretch issued more than \$26 million in tickets in the three years from 2014 through 2016, suggesting a potential gross take for SafeSpeed of as much as \$10.4 million.

90. The cornerstone of SafeSpeed's strategy to gain a competitive edge in the fiercely competitive and largely fungible market for RLCs was to hire current and former public officials (such as Mayors and Police Chiefs) to moonlight as commissioned, undisclosed Sales Consultants for SafeSpeed.

91. These Sales Consultants were incentivized by SafeSpeed's promise to pay them monthly in arrears a percentage (usual 3.5%) of the gross fines generated by RLCs they helped to place.

92. The success of the Enterprise had almost nothing to do with technological skill and almost everything to do with the ability to assemble and motivate a criminal racketeering enterprise, where each participant would receive a "cut" of the action commensurate with his or her contribution to overall profits.

93. SafeSpeed recognized that it would be at a competitive disadvantage if it "went by the book" in an industry fueled by corruption.

94. At Zollar's request, Chicago lawyer and lobbyist Victor Reyes ("Reyes") introduced Zollar, Lai, and the Maanis to Illinois State Senator Martin Sandoval.

95. Reyes recommended Sandoval as someone who could give SafeSpeed a “leg up” in the headlong, fiercely competitive race to place RLCs in the suburban corridor southwest of Chicago.

96. Thereafter, with Sandoval’s “protection” and support, SafeSpeed aggressively marketed RLCs to municipalities around Chicago.

97. SafeSpeed sought to ensure the success of its marketing efforts by paying bribes to decision-makers who could steer desirable RLC locations to SafeSpeed.

98. SafeSpeed paid bribes, directly or indirectly, through the Sales Consultants, to the municipal decision-makers who could choose (or not) SafeSpeed to place RLCs in a given location.

99. SafeSpeed managed to build its base of installed RLCS by bribing public officials, which in turn produced more cash available to pay more bribes.

100. Within just a few years, SafeSpeed was harvesting massive quantities of cash from its corruptly-induced network of RLCs.

D. The Racketeering Scheme is Exposed

101. On September 24, 2019, the FBI executed a Search Warrant on Sandoval’s offices in the General Assembly, Cicero, and his home, carting off multiple computers and boxes of documents.

102. The Search Warrant sought items of evidence relating violations of various sections of Title 18 of the United States Code, including sections alleged to have been violated by Defendants in this action as predicate acts, such as § 371 (Conspiracy to Defraud the United States); § 666 (Theft or bribery concerning programs receiving Federal funds); § 1341 (Mail Fraud); § 1343 (Wire Fraud); § 1346 (Honest Services Fraud); § 1349 (Conspiracy); and § 1951

(Interference with commerce by threats or violence).

103. The only copy of the Search Warrant publicly available at the time of the Sandoval raids was heavily redacted to obscure the identity of the persons and entities named therein.

104. On September 26, 2019, the FBI raided the village halls of three southwest suburbs, McCook, Lyons, and Summit, all of which had contracted for SafeSpeed Red-Light Cameras.

105. On October 11, 2019, the Illinois Senate released an unredacted copy of the Search Warrant served on Sandoval's offices.

106. The unredacted Search Warrant revealed that the items to be seized from Sandoval's offices related to various individuals, including individuals alleged to be members of the Racketeering Conspiracy alleged herein.

107. The Search Warrant also sought items relating to RLCs, and HB0173, a bill to ban RLCs that Sandoval corruptly stopped or "killed" to protect and further SafeSpeed's efforts.

108. On October 11, 2019, the day the unredacted Search Warrant was released, Sandoval resigned his position as Chairman of the Senate Transportation Committee.

109. On November 27, 2019, Sandoval resigned his position as a State Senator, effective January 1, 2020.

110. In late 2019, the FBI seized \$60,000 in cash in a raid of Defendant Ragucci's home and seized \$51,000 in cash from a safe in the home of Defendant Tobolski, the Mayor in a southwestern suburb with SafeSpeed cameras.

E. Sandoval Admits that he “Protected” SafeSpeed in Exchange for Bribes He Began to Receive in 2016

111. On January 27, 2020, John R. Lausch Jr., the United States Attorney for the Northern District of Illinois, filed a two-count Information against Sandoval.

112. Count I of the Information states:

[Martin A. Sandoval], as an agent of the State of Illinois, namely, a State Senator and Chairman of the Senate Transportation Committee, . . . corruptly solicited, demanded, agreed to accept, and accepted things of value, namely, money, intending to be influenced and rewarded in connection with a business, transaction, and series of transactions of the State of Illinois involving . . . continued support for the operation of red light cameras in the State of Illinois, including opposing legislation adverse to the interests of the red-light-camera industry; In violation of Title 18, United States Code, Section 666(a)(1)(B).

113. On January 28, 2020, Sandoval appeared for his arraignment before the Honorable Andrea Wood.

114. In open Court and under oath, Sandoval pled guilty to the two-counts of the Information, pursuant to a written Plea Agreement.

115. The Plea Agreement recites that Sandoval “will plead guilty because he is, in fact, guilty of the charges contained in Counts One and Two of the information” and that “[i]n pleading guilty, [Sandoval] admits the [] facts [set forth in the Information] and that those facts establish[ed] [Sandoval’s] guilt beyond a reasonable doubt.”

116. Sandoval stated in open Court and under oath that the Plea Agreement did not contain any misstatement of fact.

117. The Plea Agreement recites the following factual basis for Count I:

Beginning in or around 2016, and continuing until in or around September 2019, . . . SANDOVAL, as . . . a State Senator and Chairman of the Senate Transportation Committee, . . . corruptly solicited, demanded, agreed to accept, and accepted . . . money, intending to be influenced and rewarded in connection with . . . [his] continued support for the operation of red- light cameras in the State of Illinois, including opposing legislation adverse to the interests of the red-

light-camera industry, in violation of Title 18, United States Code, Section 666(a)(1)(B).

Company A was a Chicago-area company that provided red-light cameras that enabled municipalities to enforce certain traffic violations and issue traffic-violation tickets. Company A obtained a portion of the proceeds generated from the approved- and-paid-for violations.

The Illinois Senate Transportation Committee was responsible for considering proposed legislation concerning the regulation of red-light cameras. The Illinois Department of Transportation (“IDOT”) had to approve the installation and operation of red-light cameras within the state.

Beginning in or around 2016 and continuing until in or around 2019, SANDOVAL solicited, agreed to accept, and accepted financial and other benefits from someone who had an interest in Company A (“[Omar]”), in return for using SANDOVAL’s official position as an Illinois State Senator and Chairman of the Transportation Committee to block legislation harmful to the red-light-camera industry and to advise and influence IDOT to allow Company A to install and operate red-light cameras at additional intersections. Unbeknownst to SANDOVAL, [Omar] began cooperating with law enforcement in or around 2018.

In or around 2016, SANDOVAL asked [Omar] for \$20,000 in annual campaign contributions in return for SANDOVAL’s official support for Company A and its business interests. [Omar] agreed, and Company A subsequently made the contributions from Company A and other entities to conceal the fact that Company A was making the contributions to SANDOVAL.

On or about August 16, 2017, SANDOVAL spoke by phone with [Omar]. During the call, SANDOVAL discussed splitting up Company A’s annual campaign contribution to SANDOVAL into smaller amounts. [Omar] told SANDOVAL that [Omar] had provided half of Company A’s annual campaign contribution, and SANDOVAL said it was not a problem for Company A’s President to break up the annual contribution into two contributions because [Omar] said Company A’s President did not want the contribution to “shout out,” meaning raise a red flag. SANDOVAL said, “I can see if I can ... find out from anyone when the next reporting period, and we will do it right, right after that. Kind of, just kind of not make it obvious.” Following publicity regarding SANDOVAL’s relationship with Company A, SANDOVAL tore up the check provided by [Omar], arranged for an entity unrelated to Company A to make a \$10,000 contribution to a campaign associated with SANDOVAL, and agreed to explore other ways for Company A to make its annual campaign contribution.

On or about March 19, 2018, SANDOVAL spoke by phone with [Omar]. During the call, SANDOVAL agreed to accept \$10,000 in cash to be used for campaign-

related expenses and agreed to block legislation harmful to the red-light-camera industry.

Specifically, [Omar] said that [Omar] had spoken with Individual A, a Company A sales agent, who said that [Omar] could provide SANDOVAL with cash to be used to pay for campaign expenses. SANDOVAL responded, “Yeah,” and said he would have someone he worked with (“Co-Schemer A”) coordinate with [Omar] to obtain the cash. [Omar] agreed, referred to state legislation that would ban red-light cameras, and asked for SANDOVAL to provide assurance that [Omar] should not worry about that legislation. SANDOVAL assured [Omar] that [Omar] should not worry about the legislation and said, “I’ll have [Co-Schemer A] call ya.” SANDOVAL subsequently arranged for Co-Schemer A to collect \$10,000 in cash from [Omar] later that day.

In or around July 2018, SANDOVAL solicited \$5,000 per month for using his position in the Illinois Senate to protect Company A’s interests. Specifically, on or about July 31, 2018, SANDOVAL met with [Omar] at a restaurant in Burr Ridge, Illinois. During the meeting, SANDOVAL discussed receiving payment for his official support of Company A. SANDOVAL asked, “Can I bring up something personal with you?... You’ve been good to me, politically. But I’ve learned that there are people who helped [Company A] who get a monthly, um...” [Omar] interjected, “Consulting fee, sales-consulting fee.” SANDOVAL continued, “When they have helped with the sighting of a camera.... On a monthly basis, [ad] infinitum.” [Omar] responded, “100%. They get a percentage of the revenue that is brought in by [a] specific community.” SANDOVAL said, “Like I did in Oakbrook [Terrace].” [Omar] agreed.

SANDOVAL asked, “So why don’t I get that offer?” [Omar] discussed the possibility of paying SANDOVAL, who said, “It galls me to know, but because we’ve established such a great relationship, um, ‘cause you know I’ll go balls to the walls for anything you ask me.... It’s hard for me to swallow how [people] make so much off of you. Right? And I gotta do the work.” SANDOVAL acknowledges that he sought to receive cash payments from [Omar] in return for SANDOVAL’s official acts benefitting [Omar] and Company A and made these statements for this purpose. Later, [Omar] and SANDOVAL discussed how SANDOVAL had been a friend of the red-light-camera industry and had used his position as Chairman of the Transportation Committee to ensure that bills harmful to the red-light-camera industry were not passed.

Later during the conversation, SANDOVAL discussed being paid to act as Company A’s “protector” in the Illinois Senate. When discussing the amount of the payment he would receive, Sandoval said, “I usually say, ‘What’s reasonable? You tell me.’” [Omar] said that [Omar] did not know how to value SANDOVAL’s support for Company A, and SANDOVAL said, “I’m not trying to be dramatic, but I’m telling you the vultures would be all over that shit [red-light cameras] if you had the wrong person there.” SANDOVAL said, “I think the protector aspect, it never changes. If there’s a . . . bill or something like that, if

you set a fee, a protector fee, unless there's something really fucking extraordinary.” [Omar] asked how much SANDOVAL wanted to be paid in protection money for acting to advance Company A's interests in the Illinois Senate, and SANDOVAL asked, “But how would we do that? So how many companies do you have?... Do you have a bologna company or something innocuous?” [Omar] and SANDOVAL discussed ways to make the payment, and [Omar] asked SANDOVAL to provide the amount of the payment. SANDOVAL said, “I can't say. It would have to come from you. That's just not my style.” [Omar] asked, “[J]ust off the top of your head, what pops into your head?” SANDOVAL responded, “Five,” meaning \$5,000. [Omar] asked, “Five a month?” SANDOVAL responded, “Yeah.” [Omar] agreed to pay SANDOVAL \$5,000 per month.

On or about August 29, 2018, SANDOVAL met with [Omar] at a restaurant in Burr Ridge. During the meeting, SANDOVAL accepted from [Omar] \$15,000 in cash, which constituted protection money for acting to advance Company A's interests in the Illinois Senate. By September 2019, SANDOVAL had accepted a total of approximately \$70,000 in protection money from [Omar].

SANDOVAL also engaged in corrupt activities with other public officials and accepted money from other people in return for using his position as an Illinois State Senator to attempt to benefit those people and their business interests. In total, SANDOVAL accepted over \$250,000 in bribes as part of criminal activity that involved more than five participants. In doing so, SANDOVAL directed other criminally responsible individuals, including Co-Schemer A and Individual A.

118. During his plea colloquy, Sandoval identified “Company A” as SafeSpeed.

119. The reference to “Company A's President” in the Plea Agreement is, therefore, a reference to Defendant Zollar, the President of SafeSpeed.

120. The individual “with an interest in Company A” referred to in the Plea Agreement, is SafeSpeed stakeholder Defendant Omar Maani.

121. According to the Plea Agreement, “[Omar] . . . referred to state legislation that would ban red-light cameras, and asked for Sandoval to provide assurance that Omar should not worry about that legislation. Sandoval assured [Omar] that [Omar] should not worry about the legislation.”

122. The reference to worrisome “state legislation” in the Plea Agreement is a reference to multiple bills (including the broadly-supported HB0173) introduced to ban RLCs in the State of Illinois, and HB0506, a bill specifically seeking to ban SafeSpeed’s lucrative RLCs at the Intersection.

123. The growing widespread opposition to RLCs set off a steady drumbeat of legislative activity in the General Assembly to ban RLCs by repealing Section 11-208.

124. On January 14, 2015, Rep. David McSweeney, a Republican from Barrington Hills representing District 52, filed with the Clerk of the House HB0173, a bill that would have banned RLCs by repealing Section 11-208.6.

125. Thereafter, at least one co-sponsor of HB0173 was added in the House on each of 1/23/2015, 1/26/2015, 2/6/2015, 2/19/2015, 2/20/2015, 4/14/2015, 4/16/2015, 4/20/2015, 4/21/2015, and 4/22/2015, when the bill was passed with broad, bipartisan support (79 yeas, 26 nays, and 4 voting present).

126. On April 22, 2015, HB0173 arrived in the Senate, where it was assigned to the Transportation Committee chaired by Sandoval.

127. On May 31, 2016, HB0173 was given the kiss of death and referred to the Assignments Committee, where it languished and died.

128. As Sandoval has now admitted, it was during 2016 that Sandoval asked Omar Maani of SafeSpeed for \$20,000 in annual campaign contributions in return for Sandoval’s corrupt support of SafeSpeed and its business interests.

129. Sandoval’s corruptly acquired “support” included summarily killing the multiple bills that would have repealed Section 11-208 (and thereby banned all of SafeSpeed’s RLCs) and HB0506, a bill that would have banned SafeSpeed’s RLCs only at the Intersection.

130. On January 11, 2017, Rep. McSweeney filed with the Clerk of the House HB0321, another bill that would have banned RLCs by amending Section 11-208.

131. On March 29, 2017, HB0321 was assigned to the House Red Light Camera Subcommittee, which, on March 31, 2017, referred HB0321 to the Rules Committee, where it languished and died.

132. On January 10, 2019, Rep. McSweeney filed with the Clerk of the House HB0322, yet another bill that would have banned RLCs by amending Section 11-208.

133. On February 5, 2019, HB0322 was referred to the House Vehicles and Transportation Committee.

134. On March 29, 2019, HB0322 was sent to languish in the Rules Committee, where it has remained to the present day.

135. Sandoval's Plea Agreement set forth above in pertinent part clearly describes, under oath, the contours of the Enterprise alleged herein.

136. According to the Plea Agreement, Sandoval said to Omar Maani, "I'm not trying to be dramatic, but I'm telling you the vultures would be all over that shit [red-light cameras] if you had the wrong person there." Sandoval further stated, "I think the protector aspect, it never changes. If there's a . . . bill or something like that, if you set a fee, a protector fee, unless there's something really fucking extraordinary."

137. The record demonstrates that there were, as SafeSpeed's "protector," Sandoval indicated, multiple bills that could have put SafeSpeed out of business, all of which were killed thanks to the "protector fees" SafeSpeed paid to Sandoval.

F. SafeSpeed Throws Omar Maani Under the Bus

138. On February 3, 2020, SafeSpeed issued a press release that seemed wholeheartedly to accept the truth of Sandoval's admissions about bribes he received from Omar Maani without even suggesting that Omar Maani might have a story of his own to tell.

139. However, while SafeSpeed publicly admitted that Sandoval had received bribes from Omar Maani, Zollar, and Lai, one of its senior managers, claimed that Omar Maani acted on his own, without SafeSpeed's knowledge.

140. The press release stated that SafeSpeed "terminated" Omar Maani's ownership interest and association with, SafeSpeed, effective Sunday, February 2, 2020. The press release, which is still accessible on the SafeSpeed web site, further stated:

Omar Maani did not and will not receive any money from the company as part of [the termination] process. The company does not believe Omar Maani should profit in any way from his alleged criminal behavior.

The news from the federal criminal investigation has been profoundly saddening and surprising to the Company. Until the reporting of events related to the federal criminal investigation last week, SafeSpeed did not know about the payment of government funds totaling \$70,000 by Mr. Maani to Senator Sandoval and had no knowledge of the government's use of SafeSpeed to further its investigation. That conduct did not benefit SafeSpeed; in fact, the alleged criminality of Mr. Maani and Senator Sandoval has caused significant harm to SafeSpeed's business and its reputation. To be clear, Omar Maani's alleged criminality does not reflect the values and integrity of SafeSpeed and its employees—the people who work hard at the company every day and are invested in its success and integrity. Mr. Maani's alleged criminal activity was done without the Company's authority; his alleged criminal actions violate every trust the Company placed in him, and contradict and undercut the important work the Company does with local municipalities to save lives. And while Mr. Maani held a minority ownership interest in SafeSpeed, for some time he has not been active in the Company's business's management or operations. SafeSpeed applauds the government for rooting out corruption. We stand resolute in our commitment to continue to serve Illinois municipalities with honesty, integrity, and a commitment to the law.

141. SafeSpeed did not deny that Omar Maani had bribed Sandoval. Instead, in one breath, SafeSpeed claimed it knew nothing about Omar Maani's conduct. By contrast, in the next

breath, SafeSpeed unambiguously and publicly *admitted* the veracity of Sandoval's admissions in the Plea Agreement about receiving bribes from Omar Maani and indicated that SafeSpeed had relied on those admissions when it unilaterally terminated Omar Maani's interest in SafeSpeed.

G. Omar Maani is Indicted for Paying Bribes in Oak Lawn in 2017

142. On August 31, 2020, in a criminal Information filed in this Court, the United States Attorney for the Northern District of Illinois charged Omar Maani with collaborating with Defendant Doherty to bribe public officials to increase the number of SafeSpeed RLCs in Oak Lawn, thus alleging:

[SafeSpeed] was a Chicago-area company that provided red-light cameras that enabled municipalities to enforce certain traffic violations and issue traffic-violation tickets.

b. Defendant OMAR MAANI had an ownership interest in [SafeSpeed].

c. Patrick Doherty and Individual B were sales agents for [SafeSpeed].

d. The Village of Oak Lawn was a unit of local government located in the Northern District of Illinois. The governing body of the Village of Oak Lawn was known as the Board of Trustees.

e. Trustee 1 was an elected member of the Board of Trustees.

f. Relative 1 was a member of Trustee 1's immediate family.

g. On or about February 25, 2014, the Board of Trustees approved a contract for [SafeSpeed] to provide red-light cameras to the Village of Oak Lawn at and facilitation of the promotion, management, and carrying on of the unlawful activity, in violation of Title 18, United States Code, Section 1952(a)(3).

3. It was part of the conspiracy that MAANI, Doherty, and Individual B agreed to pay money to Trustee 1's family member, Relative 1, in order to influence Trustee 1 to use his official position to cause the installation by Company A of redlight cameras at additional intersections within Oak Lawn.

* * *

4. In furtherance of the conspiracy and to effect its unlawful objectives, defendant MAANI, Doherty, and Individual B committed and caused to be

committed the following overt act, among others, in the Northern District of Illinois and elsewhere: On or about May 30, 2017, Doherty used a cellular telephone to tell MAANI that Doherty was going to pay Relative 1 “just on the chance of, uh, that we can get the other [RLCs] in Oak Lawn and get [Trustee 1] on our side.”

H. Patrick Doherty is Indicted for Bribes He Paid in Oak Lawn in 2017 as a SafeSpeed “Sales Consultant.”

143. On February 13, 2020, in a three-Count Indictment filed in this Court, a Special Grand Jury charged defendant Doherty, the former Chief of Staff for Defendant Tobolski, with bribery, committed in Doherty’s capacity as “a sales agent for [SafeSpeed],” in violation of 720 ILCS 5/33-1(a) and promotion of unlawful activity in violation of 18 U S C § 1952(a)(3). See Exhibit 2.

144. The substantive allegations in the Indictment against Doherty closely mirror the allegations of bribery-induced placement of RLCs set forth in the Complaint, and thus allege:

[o]n or about February 25, 2014, the [Village of Oak Lawn] Board of Trustees approved a contract for [SafeSpeed] to provide red-light cameras to the Village of Oak Lawn at specified intersections. The contract was scheduled to expire in or around 2018 without additional approval from the Board of Trustees. Pursuant to this contract, [SafeSpeed] periodically sent Oak Lawn officials video segments of proposed traffic violations captured by [SafeSpeed]’s red-light cameras, and Oak Lawn officials subsequently decided which violations to approve. [SafeSpeed] obtained a portion of the proceeds generated from the approved-and-paid-for violations, and, in turn, [SafeSpeed] paid a portion of those proceeds to sales agents responsible for obtaining contracts for [SafeSpeed] to provide red-light-camera services to municipalities. The installation of additional red-light cameras at intersections not specified in the contract between Oak Lawn and [SafeSpeed] required approval from the Board of Trustees.

* * *

. . . DOHERTY, [an unnamed SafeSpeed owner], and [an unnamed sales agent for SafeSpeed] agreed to pay money to [Village of Oak Lawn] Trustee 1’s family member, Relative 1, in order to influence Trustee 1 to use his official position to cause the installation by [SafeSpeed] of red-light cameras at additional intersections within Oak Lawn. It was further part of the conspiracy that DOHERTY, [an unnamed SafeSpeed owner], and [an unnamed sales agent for SafeSpeed] agreed to make payments to Relative 1 totaling approximately \$4,000 over an eight-week period. It was further part of the conspiracy that, in order to

conceal the purpose of the payments made to Relative 1, as well as [SafeSpeed]'s interest in the payments, DOHERTY, [an unnamed SafeSpeed owner], and [an unnamed sales agent for SafeSpeed] agreed that the payments to Relative 1 would be made by DOHERTY from Company D[, a Doherty-managed company that served as a sales agent for SafeSpeed]. It was further part of the conspiracy that, at around the same time as the conspirators sought Trustee 1's assistance with the installation by [SafeSpeed] of red-light cameras at additional intersections within Oak Lawn, [an unnamed sales agent for SafeSpeed] told Trustee 1 of the plan to pay Relative 1 \$500 a week over a two-month period. 7. It was further part of the conspiracy that DOHERTY, [an unnamed SafeSpeed owner], and [an unnamed sales agent for SafeSpeed] communicated about and coordinated their efforts to bribe Trustee 1 through payments made to Relative 1 by using facilities of interstate commerce, namely, cellular telephones and their associated communications networks.

It was further part of the conspiracy that DOHERTY caused a \$500 check to be issued by [a Doherty-managed company that served as a sales agent for SafeSpeed], made payable to the order of Relative 1. 9. It was further part of the conspiracy that DOHERTY, [an unnamed SafeSpeed owner], and [an unnamed sales agent for SafeSpeed] concealed, misrepresented, and hid and caused to be concealed, misrepresented, and hidden, the existence and purpose of the conspiracy and the acts done in furtherance of the conspiracy. In furtherance of the conspiracy . . . DOHERTY, [an unnamed SafeSpeed owner], and [an unnamed sales agent for SafeSpeed] committed . . . the following overt acts . . . :

a. On or about May 23, 2017, [an unnamed sales agent for SafeSpeed] used a cellular telephone to tell Trustee 1 of the plan to pay Relative 1 \$500 a week over a two-month period.

b. On or about May 25, 2017, DOHERTY used a cellular telephone to tell [an unnamed sales agent for SafeSpeed] that DOHERTY would make payments to Relative 1 "if it's going to get us the job," and later added, "I'll just pay it. Just make sure we get the, make sure we get the fucking thing, the contract."

c. On or about May 30, 2017, DOHERTY used a cellular telephone to tell [an unnamed SafeSpeed owner] that DOHERTY was going to pay Relative 1 "just on the chance of, uh, that we can get the other ones in Oak Lawn and get [Trustee 1] on our side."

d. On or about May 30, 2017, DOHERTY used a cellular telephone to tell Individual B that Relative 1 would "make \$4,000 over the summer, 500 bucks a week."

e. On or about June 13, 2017, DOHERTY used a cellular telephone to tell Relative 1 that "it's not like I need ya," but that Relative 1 would nonetheless receive \$500 a week for eight weeks.

f. On or about June 15, 2017, DOHERTY caused a check in the amount of \$500 to be made by [a Doherty-managed company that served as a sales agent for SafeSpeed], payable to the order of Relative 1.

g. On or about June 15, 2017, DOHERTY gave Relative 1 a \$500 check from [a Doherty-managed company that served as a sales agent for SafeSpeed].

*Id.*¹

I. Lou Presta is Indicted for Accepting Bribes in 2018 from SafeSpeed

145. On August 6, 2020, in a seven-Count Indictment filed in this Court, a Special Grand Jury charged Defendant Presta, the Mayor of Crestwood, Illinois, with using a cellular phone to commit bribery and official misconduct, filing false tax returns, failing to file an income tax return, and making false statements to the FBI and IRS.

146. Count IV alleges: i) that in his capacity as the Mayor of Crestwood, Presta requested and received “benefits” a) from a “Chicago-area company that provided red-light cameras that enabled municipalities, including Crestwood, to enforce certain traffic violations and issue traffic-violation tickets,”² and b) from a representative of that Chicago-area company, “Individual A;” ii) that such benefits included an envelope containing \$5,000 in cash from Individual A on March 7, 2018, as well as campaign contributions; and iii) that Presta falsely denied requesting or receiving such benefits in an interview with the FBI and IRS. *Id.* Presta entered a plea of not guilty to those charges and allegations on August 13, 2020.

¹ It is now beyond dispute that references to “an unnamed SafeSpeed owner” in the Doherty Indictment are references to Omar Maani.

² SafeSpeed is the only existing company that meets this definition.

J. SafeSpeed's Profitability is Highly Dependent on YCI Durations

147. After its RLCs were installed through bribery and public corruption as outlined above, SafeSpeed pressured municipalities to increase the number of Violation Notices issued.

148. The number of Red Light Violations at a signaled intersection is inversely related to the yellow change interval (“YCI” duration”).

149. According to a December 2009 report of the FHWA entitled “*Intersection Safety Case Study Improving Safety by Providing All-Red Clearance Intervals and Larger Signal Lenses*,” lengthening YCIs and providing an all-red clearance interval³ improved intersection safety.

150. The FHWA Report states, “[i]ncreasing the length of the yellow-change interval (the interval between green and all-red) in accordance with the recommended Institute for Transportation Engineers (“ITE”) formula has been shown to significantly decrease the chance of red-signal violations.”

151. A more recent study in Los Angeles reported that

By increasing the yellow interval by 0.3 sec., traffic engineers were able to achieve an overall 62% reduction in red light running at the locations analyzed in this study. A further 51% decrease in red light running was achieved when the yellow interval was increased another 0.2 – 0.3 sec. in response to the new MUTCD timing protocols. Overall, the city achieved an 81% reduction in red light running at their photo enforced intersections as a result of increasing the yellow interval. Some intersections saw as much as a 94% decrease in red light running, resulting in a violation less than once every three days.

³ The all-red clearance interval is the period following the YCI during which all of the intersection’s signals are red, so as to provide time for vehicles entering the intersection on yellow to clear the intersection before potentially conflicting traffic may proceed on green.

152. At all times pertinent hereto, Defendants Zollar, Lai, and the Maanis knew or should have known that the number of Red Light Violations at an intersection could be increased by decreasing YCIs and that decreased YCIs were associated with a degradation in public safety.

153. The Illinois Vehicle Code section enabling RLCs provides that “[a]n intersection equipped with an automated traffic law enforcement system [(RLC)] must have a yellow change interval that conforms to the Illinois Manual on Uniform Traffic Control Devices (MUTCD) published by the Illinois Department of Transportation [(IDOT)].” 625 ILCS 5/11-208.6 (k-5) (hereinafter “Section k-5”).

154. Section 1A.01 of the MUTCD provides that the purpose of traffic control devices is “to promote highway safety and efficiency by providing for the orderly movement of all road users on streets, highways, bikeways, and private roads open to public travel throughout the Nation,” and “[to] provide warning and guidance needed for the uniform and efficient operation of all elements of the traffic stream in a manner intended to minimize the occurrences of crashes.” Cite.

155. The MUTCD states that to be effective, a traffic control device should, among other things, “[g]ive adequate time for proper response [from motorists]” (§ 1A.02); that “be designed . . . to permit adequate time for response” (§ 1A.03); “should be such that a road user has adequate time to make the proper response in both day and night conditions” (§ 1A.04).

156. As stated, the MUTCD mandates that “[t]he duration of the yellow change interval shall be determined using engineering practices,” and defines “Engineering Judgment” and “Engineering Study as follows:

Engineering Judgment—the evaluation of available pertinent information, and the application of appropriate principles, provisions, and practices as contained in this Manual and other sources, for the purpose of deciding upon the applicability, design, operation, or installation of a traffic control device. Engineering judgment

shall be exercised by an engineer, or by an individual working under the supervision of an engineer, through the application of procedures and criteria established by the engineer. Documentation of engineering judgment is not required. 65.

Engineering Study—the comprehensive analysis and evaluation of available pertinent information, and the application of appropriate principles, provisions, and practices as contained in this Manual and other sources, for the purpose of deciding upon the applicability, design, operation, or installation of a traffic control device. An engineering study shall be performed by an engineer, or by an individual working under the supervision of an engineer, through the application of procedures and criteria established by the engineer. An engineering study shall be documented. Section 1A.09 of the MUTCD, entitled “Engineering Study and Engineering Judgment Support,” concerns the engineering study and engineering judgment are contained in Section 1A.13.

157. Section 4D.26 of the MUTCD states that “[a] yellow change interval should have a minimum duration of 3 seconds and a maximum duration of 6 seconds. The longer intervals should be reserved for use on approaches with higher speeds.”

158. The fundamental goal of statutory interpretation in Illinois is to ascertain and give effect to the intent of the legislature by considering statutes in their entirety, in a manner that prevents any part of the text from being rendered meaningless or superfluous, and subject to a presumption that the legislature “did not intend absurd, inconvenient, or unjust results.”

159. Section k-5 has been construed as a mandate that all RLCs in Illinois are subject to the Three-Second Rule.

160. An absurd result would obtain if RLCs could issue Violation Notices to motorists who enter an intersection less than three seconds after the traffic signal changes from green because they would not have time to stop and thereby avoid the red light Violation.

161. Section k-5 has been construed in Illinois to provide that, on level streets, the appropriate YCI in seconds is calculated by adding 7 miles per hour to the posted speed limit and dividing by ten, which results in a minimum YCI duration of 3.6 seconds for a posted speed limit

of 30 miles per hour, so long as any YCI thus calculated is in a range from three to six seconds in duration.

162. As such, the Enterprise alleged herein derives ill-gotten gains by punishing motorists for unsafely configured YCIs and by monetizing the nuisance value of the hundred-dollar Violation Notices that it endlessly and almost continuously spits out.

COUNT I
VIOLATION OF 18 U.S.C. §1962(C)

163. Plaintiffs incorporate by reference all preceding paragraphs.

164. Section 1962(c) of RICO provides that “it shall be unlawful for any person employed by . . . any enterprise engaged in, or the activities of which affect, interstate or foreign commerce, to conduct or participate, directly or indirectly, in the conduct of such enterprise’s affairs through a pattern of racketeering activity.”

165. Defendants and their co-conspirators, as identified herein, are “persons” within the meaning of 18 U.S.C. § 1961(3), who conducted the affairs of the Enterprise through a pattern of racketeering activity in violation of 18 U.S.C. § 1962(c).

166. The Enterprise was engaged in, and the activities of the Enterprise affect interstate commerce, as citizens of other States, are among the Class members.

167. Instrumentalities and channels which serve as the media for the movement of goods and persons in interstate commerce or interstate communications include highways, city streets, telephone lines, and vehicles, such as the highways and streets that host SafeSpeed RLCs.

168. An instrumentality of interstate commerce need not stretch across State lines but may operate within a particular State as a link in a chain or system of conduits through which interstate commerce moves.

169. Furthermore, and in any case, a substantial part of the acts described herein, including the predicate acts of mailing and acts of various Enterprise participants, affected interstate commerce.

The Enterprise

170. The association-in-fact Enterprise consists of Defendants SafeSpeed, Zollar, Lai, Cliff and Omar Maani, along with Defendant Sandoval and the other named Defendants, and their officers, employees, and agents, among others, as identified in this Amended Complaint. SafeSpeed created, controlled, and conducted the Enterprise to develop and effectuate every aspect of the scheme, as alleged above.

171. SafeSpeed created and/or used this association-in-fact Enterprise – an ongoing organization functioning as a continuing unit – as a separate entity and tool to effectuate the pattern of racketeering activity that damaged the Class by issuing Violation Notices on the demonstrably false pretense that they conformed to Illinois law and had been approved by public officials and IDOT out of a concern for public safety, instead of sheer greed.

172. SafeSpeed, acting through its management team of Zollar, Lai, and the Maanis, exerted ongoing and continuous control over the Enterprise, and participated in the operation or management of the affairs of the Enterprise, through the following instrumentalities:

- a. asserting direct control over false, deceptive, and misleading information disseminated to the Illinois General Assembly regarding Sandoval's support, *vel non*, of legislation or other official acts potentially affecting SafeSpeed and the RLC industry;
- b. asserting direct control over the creation and operation of the elaborate scheme used to create a small army of undisclosed Sales Consultants and

to conceal the “commissions” paid to them and the bribes paid by them that induced, among other things, Sandoval’s support of SafeSpeed and its corruptly placed and maintained RLCs;

- c. asserting direct control over efforts to pressure municipalities that had SafeSpeed RLCs to issue the largest conceivable number of Violation Notices even where Red Light Violations could have been reduced and public safety enhanced by lengthening YCIs;
- d. placing employees and/or agents in positions of authority and control in the Enterprise;
- e. transmitting digitized video, photographic, and text data over wires to identify names and addresses for Violation Notices and for mulcting tax refunds to recover defaulted fines and penalties and;
- f. mailing documents (including Violation Notices generated by corruptly placed RLCs) containing misrepresentations and omissions to the Class.

173. From its inception, the Enterprise had a clear decision-making hierarchy or structure, with SafeSpeed, acting principally through Defendants Zollar and Omar Maani, positioned at the top, with the willing and knowing participation of Defendants Lai and Cliff Maani.

174. SafeSpeed paid its Sales Consultants, not as true employees, but rather as co-conspirators, intent on helping the Enterprise succeed in promoting the “money machine” SafeSpeed had created and concealed, by misrepresentations and omissions, the corrupt source of SafeSpeed’s success.

175. Though SafeSpeed, through Defendants Zollar, Lai, and the Maanis, exercised and continues to exercise control of the Enterprise, all of the Enterprise's members are distinct from the Enterprise and its activity, and each exercised and continues to exercise control over various functions of the Enterprise.

176. Lai focuses on technology issues.

177. Omar Maani is, with the knowledge and acquiescence of his father, Defendant Cliff Maani, and Defendants Zollar and Lai, the principal (but not the only) bagman for the payment of bribes.

178. Each member of the SafeSpeed management team knew that its business model was rooted in corruption and criminal misconduct.

179. Cliff Maani provides general management oversight in exchange for his share of SafeSpeed's ill-gotten gains.

180. The persons and entities comprising the Enterprise associated together for the common purpose of allowing SafeSpeed to subvert and corrupt the operation of IDOT and the Illinois General Assembly to "protect" SafeSpeed's money machine from any threat, including IDOT opinions that RLCs were not justified by safety concerns and the burgeoning movement to repeal Section 11-208.

181. The RLC network corruptly developed by SafeSpeed, through Defendants Zollar and Omar Maani, and the other Defendants, was designed to be invulnerable to regulation by IDOT or legislative action, and to conceal the breadth of SafeSpeed's corruption and bribery of public officials, all as part of the scheme to defraud the Plaintiffs and Class, was and is the passive instrument of Defendants' racketeering activity, and together, constitutes an alternative "enterprise" as that term is defined in 18 U.S.C. § 1961(4).

Pattern of Racketeering

182. This Complaint details the ongoing pattern of racketeering based on facts that are known to Plaintiffs and their counsel.

183. It is filed without the benefit of discovery, which will almost certainly uncover many more predicate acts and further demonstrate the breadth and scope of the Enterprise's racketeering.

184. The Enterprise - with SafeSpeed at the hub, acting through Defendants Zollar, Lai, and the Maanis - engaged in a pattern of racketeering activity.

185. From no later than 2014 and at least through October 11, 2019, Defendants and the Enterprise, as well as others known or unknown, being persons employed by and associated with SafeSpeed and the other Defendants identified herein, engaged in activities that affected and affect interstate commerce, unlawfully and knowingly conducted or participated, directly or indirectly, in the affairs of the Enterprise through a pattern of racketeering activity, that is, through the commission of two or more racketeering acts, as set forth herein.

186. The foregoing pattern of racketeering activity is distinct from the Enterprise itself, which does not solely engage in the above-described acts.

187. Defendants have conducted and participated in the affairs of the Enterprise through a pattern of racketeering activity that includes predicate acts indictable under 18 U.S.C. § 1341 (mail fraud), 18 U.S.C. § 1343 (wire fraud), and 18 U.S.C. § 1346 (deprivation of honest services through bribes and kickbacks) through the aforementioned actions.

188. In implementing the fraudulent scheme, SafeSpeed was aware that the IDOT and the Illinois General Assembly depended on the honesty of SafeSpeed and the other Defendants to represent the basis for their support of RLCs truthfully.

189. As detailed above, the fraudulent scheme consisted of, among other things: using mail fraud to enable SafeSpeed to (a) obtain, exert, and deliberately misrepresent its corrupt control over Sandoval; and (b) suppress and conceal the level of such control and support from the Illinois General Assembly and the citizens of the State of Illinois.

190. The unlawful predicate acts of racketeering activity committed by Defendants had a common purpose, were related, and had continuity. From its inception, the Defendants' scheme depended upon concealing the breadth of SafeSpeed's bribery of public officials.

191. The Enterprise used the mail to create, execute and manage their scheme, acting in violation of 18 U.S.C. § 1341.

192. By misrepresenting SafeSpeed's entitlement to fines generated by corruptly placed and maintained RLCs in Violation Notices disseminated via the U.S. mail, the Enterprise perpetrated these unlawful predicate acts.

193. The predicate acts committed by the Enterprise were and are similar, continuous, and related.

194. SafeSpeed's bribes to Sandoval were substantial and spanned multiple years.

195. Conscious of the wrongfulness of its racketeering conduct, SafeSpeed actively concealed from the Illinois General Assembly and others the real source of its success.

196. This consistent message - denying corruption with the pretense that it was motivated by a desire to promote public safety - illustrates how the predicate acts of mail fraud were similar, continuous, and related.

197. The scheme was calculated to ensure that Plaintiffs and the Class would suffer as Defendants monetized the nuisance value of computer-generated 100-dollar tickets.

198. The targets of the Enterprise and the ultimate victims of SafeSpeed's scheme and predicate acts of mail fraud number in the many thousands, as discovery will reveal.

199. Each fraudulent mailing of a Violation Notices issued by an RLC procured through fraud, and public corruption constitutes an act of "racketeering activity" within the meaning of 18 U.S.C. § 1961(1).

200. Collectively, these violations, occurring over several years, are a "pattern of racketeering activity" within the meaning of 18 U.S.C. § 1961(5).

201. Each activity was related, had similar purposes, involved the same or similar participants and methods of commission, and had similar results affecting similar victims, including Plaintiffs and the Class.

202. All predicate acts committed by Defendants and the Enterprise are related and were committed with a common scheme in mind: to bilk Illinois citizens and the citizens of other States out of fines generated by RLCs placed by bribing public officials and concealing those bribes and public corruption to ensure that the RLCs could continue to generate mountains of cash.

203. Defendants' conduct of the Enterprise was designed to, and succeeded in, defrauding the Illinois General Assembly and ultimately depriving Plaintiffs and the Class of millions of dollars in fines corruptly collected by SafeSpeed and its catamites.

COUNT II
VIOLATION OF 18 U.S.C. §1962(D) BY
CONSPIRING TO VIOLATE 18 U.S.C. §1962(C)

204. Plaintiffs incorporate by reference all preceding paragraphs.

205. Section 1962(d) of RICO provides that it "shall be unlawful for any person to conspire to violate any of the provisions of subsection (a), (b) or (c) of this section."

206. Defendants violated § 1962(d) by conspiring to violate 18 U.S.C. § 1962(c). The object of this conspiracy has been and is to conduct or participate in, directly or indirectly, the conduct of the affairs of the § 1962(c) Enterprise described previously through a pattern of racketeering activity. Defendants, co-conspirators, and Enterprise participants agreed to join the conspiracy, agreed to commit and did commit the acts described herein, and knew that these acts were part of a pattern of racketeering activity.

207. As set forth above, Defendants and their co-conspirators have engaged in numerous overt and predicate fraudulent racketeering acts in furtherance of the conspiracy, including material misrepresentations and omissions designed to defraud Plaintiffs and the Class of money.

208. The nature of the above-described acts, material misrepresentations, and omissions in furtherance of the conspiracy gives rise to an inference that Defendant, co-conspirators, and Enterprise participants not only agreed to the objective of an 18 U.S.C. § 1962(d) violation of RICO by conspiring to violate 18 U.S.C. § 1962(c), but they were aware that their ongoing fraudulent acts have been and are part of an overall pattern of racketeering activity.

209. As a direct and proximate result of Defendants' overt acts and predicate acts in furtherance of violating 18 U.S.C. § 1962(d) by conspiring to violate 18 U.S.C. § 1962(c), Plaintiffs and the Class have been and are continuing to be injured in their business or property, as set forth more fully above.

JURY DEMAND

Plaintiffs demand trial by jury on all claims.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of himself and all Class Members, respectfully request that this Court enter judgment in his favor and against Defendants and enter an Order:

- A. Authorizing, directing, and supervising the conduct of early and expedited discovery on the allegations of this Complaint;
- B. Awarding Plaintiffs and the Class treble (three times) their actual damages on their RICO claims, together with costs and reasonable attorneys' fees;
- C. Awarding Plaintiffs and the Class their costs and expenses in this litigation, including reasonable attorneys' fees and expert fees; and
- D. Awarding Plaintiffs and the Class such other and further relief as may be just and proper under the circumstances.

Dated this 30th day of September 2020

Respectfully submitted,

LAWRENCE H. GRESS, on behalf of himself and others
similarly situated,

By:

/s/ Kent Maynard, Jr.

Kent Maynard, Jr.

KENT MAYNARD & ASSOCIATES LLC
636 W Wellington Avenue
Chicago, Illinois 60657-5306
312.423.6586
312.878.1553 FAX
service@kentmaynard.com

/s/ Michael I. Leonard

Michael I. Leonard

LEONARDMEYER LLP
120 N. LaSalle Street, 20th Floor
Chicago, IL 60602
312.380.6559
312.264.0671 FAX
mleonard@leonardmeyerllp.com

Kent Maynard

From: usdc_ecf_ilnd@ilnd.uscourts.gov
Sent: Wednesday, September 30, 2020 12:46 PM
To: ecfmail_ilnd@ilnd.uscourts.gov
Subject: Activity in Case 1:20-cv-00756 Gress v. SafeSpeed, LLC et al motion for leave to file

This is an automatic e-mail message generated by the CM/ECF system. Please DO NOT RESPOND to this e-mail because the mail box is unattended.

*****NOTE TO PUBLIC ACCESS USERS***** Judicial Conference of the United States policy permits attorneys of record and parties in a case (including pro se litigants) to receive one free electronic copy of all documents filed electronically, if receipt is required by law or directed by the filer. PACER access fees apply to all other users. To avoid later charges, download a copy of each document during this first viewing. However, if the referenced document is a transcript, the free copy and 30 page limit do not apply.

United States District Court

Northern District of Illinois - CM/ECF LIVE, Ver 6.3.3

Notice of Electronic Filing

The following transaction was entered by Maynard, Kent on 9/30/2020 at 12:45 PM CDT and filed on 9/30/2020

Case Name: Gress v. SafeSpeed, LLC et al
Case Number: [1:20-cv-00756](#)
Filer: Lawrence H Gress
Document Number: [73](#)

Docket Text:

MOTION by Plaintiff Lawrence H Gress for leave to file *Amended Complaint* (Maynard, Kent)

1:20-cv-00756 Notice has been electronically mailed to:

Abigail Jane Marie Hoverman ahoverman@kslaw.com

Adam R Durkin adurkin@srd-law.com, cdimopoulos@srd-law.com

Andrea Lee Evans evans@sppplaw.com

Andrew C. Porter aporter@sppplaw.com, green@sppplaw.com

Andrew Yahres Acker andrew@srd-law.com, adurkin@srd-law.com, cdimopoulos@srd-law.com

Daniel John Collins Daniel.Collins@faegredrinker.com, docketmail@faegredrinker.com,
faegrebddocket@faegredrinker.com, sara.crowley@faegredrinker.com

Elizabeth Michelle Attard ea@lfcld.net

K. Austin Zimmer zimmer@dlglawgroup.com, docketing@dlglawgroup.com

Kent Maynard , Jr kentmaynard@kentmaynard.com, kmaynardesq@gmail.com, service@kentmaynard.com

Michael G. Cainkar mc@lfcld.net

Michael Irving Leonard mleonard@leonardmeyerllp.com

Patrick Mark Otlewski potlewski@kslaw.com

Richard J. Ramello rramello@srd-law.com, paula@srd-law.com

Steven Craig Rueckert stvrueck@aol.com

Timothy Andrew Martin Woerner woerner@dlglawgroup.com

Zachary Thomas Fardon zfardon@kslaw.com, cjones@kslaw.com, kwheeler-lee@kslaw.com,
mwissa@kslaw.com, tcoutee@kslaw.com

1:20-cv-00756 Notice has been delivered by other means to:

The following document(s) are associated with this transaction:

Document description:Main Document

Original filename:n/a

Electronic document Stamp:

[STAMP dcecfStamp_ID=1040059490 [Date=9/30/2020] [FileNumber=22600904-0] [58e7f02712d01935f2abf6179e3cb5eca67d199e896a6d77ff4e528318c7d8c392a39c1a9237000720828db878c545e74e2736b34baeac05e9c0c2faf135b770]]

Motions1:20-cv-00756 Gress v. SafeSpeed, LLC et al

HARJANI,MIDP

United States District Court**Northern District of Illinois - CM/ECF LIVE, Ver 6.3.3****Notice of Electronic Filing**

The following transaction was entered by Maynard, Kent on 9/30/2020 at 12:45 PM CDT and filed on 9/30/2020

Case Name: Gress v. SafeSpeed, LLC et al**Case Number:** 1:20-cv-00756**Filer:** Lawrence H Gress**Document Number:** 73**Docket Text:****MOTION by Plaintiff Lawrence H Gress for leave to file *Amended Complaint* (Maynard, Kent)****1:20-cv-00756 Notice has been electronically mailed to:**

Abigail Jane Marie Hoverman ahoverman@kslaw.com

Adam R Durkin adurkin@srd-law.com, cdimopoulos@srd-law.com

Andrea Lee Evans evans@sppplaw.com

Andrew C. Porter aporter@sppplaw.com, green@sppplaw.com

Andrew Yahres Acker andrew@srd-law.com, adurkin@srd-law.com, cdimopoulos@srd-law.com

Daniel John Collins Daniel.Collins@faegredrinker.com, , docketmail@faegredrinker.com, faegrebddocket@faegredrinker.com, sara.crowley@faegredrinker.com

Elizabeth Michelle Attard ea@lfltd.net

K. Austin Zimmer zimmer@dlglawgroup.com, docketing@dlglawgroup.com

Kent Maynard , Jr kentmaynard@kentmaynard.com, kmaynardesq@gmail.com, service@kentmaynard.com

Michael G. Cainkar mc@lfltd.net

Michael Irving Leonard mleonard@leonardmeyerllp.com

Patrick Mark Otlewski potlewski@kslaw.com

Richard J. Ramello rramello@srd-law.com, paula@srd-law.com

Steven Craig Rueckert stvrueck@aol.com

Timothy Andrew Martin Woerner woerner@dlglawgroup.com

Zachary Thomas Fardon zfardon@kslaw.com, cjones@kslaw.com, kwheeler-lee@kslaw.com,
mwissa@kslaw.com, tcoutee@kslaw.com

1:20-cv-00756 Notice has been delivered by other means to:

The following document(s) are associated with this transaction:

CMECF.widgit.ProcessingWindowDestroy() NG>Document description:Main Document

Original filename:n/a

Electronic document Stamp:

[STAMP dcecfStamp_ID=1040059490 [Date=9/30/2020] [FileNumber=22600904-
0] [58e7f02712d01935f2abf6179e3cb5eca67d199e896a6d77ff4e528318c7d8c392
a39c1a9237000720828db878c545e74e2736b34baeac05e9c0c2faf135b770]]

Motions1:20-cv-00756 Gress v. SafeSpeed, LLC et al

HARJANI,MIDP

Docket Text: Final Text

MOTION by Plaintiff Lawrence H Gress for leave to file *Amended Complaint* (Maynard, Kent)

Attention!! Pressing the NEXT button on this screen commits this transaction. You will have no further opportunity to modify this transaction if you continue. Have you redacted?

Source Document Path (for confirmation only):

C:\fakepath\03_10631_MtnLeave_Amnded_Complaint_ALLpdf.pdf pages: 54

Motions

1:20-cv-00756 Gress v. SafeSpeed, LLC et al

HARJANI,MIDP

Docket Text: Modify as Appropriate.

MOTION by Plaintiff Lawrence H Gress for leave to file

Amended Complaint (Maynard, Kent)

Next

Clear

Motions

1:20-cv-00756 Gress v. SafeSpeed, LLC et al

HARJANI,MIDP

Select the pdf document and any attachments.

Main Document

03_10631_Mt...ALLpdf.pdf

Attachments	Category	Description
1. <input type="button" value="Choose File"/> No file chosen	<input type="text" value=""/>	<input type="text" value=""/>

Motions

1:20-cv-00756 Gress v. SafeSpeed, LLC et al

HARJANI,MIDP

Pick Filer

[Collapse All](#)

[Expand All](#)

- Michael Carberry** dft
- City of Oakbrook Terrace Illinois** dft
- Patrick Doherty** dft
- Robert Gedville** dft
- Lawrence H Gress** pla
- Bill Helm** dft
- John Kosmowski** dft
- Chris Lai** dft
- Khalid Maani** dft
- Omar Maani** dft
- Bill Mundy** dft
- John O'Sullivan** dft
- Tony Ragucci** dft
- Sergio Rodriguez** dft
- John Ryan** dft
- SafeSpeed, LLC** dft
- Martin A Sandoval** dft
- Jeffrey Tobolski** dft
- Nikki M Zollar** dft

Select the filer.

Select the Party:

- Carberry, Michael [dft]
- City of Oakbrook Terrace Illinois [dft]
- Doherty, Patrick [dft]
- Gedville, Robert [dft]
- Gress, Lawrence H [pla]
- Helm, Bill [dft]
- Kosmowski, John [dft]
- Lai, Chris [dft]

Next **Clear** **New Filer**



Motions

1:20-cv-00756 Gress v. SafeSpeed, LLC et al

HARJANI,MIDP

Start typing to find another event.

Available Events (click to select events)

- Leave to File Document
- Letters Rogatory
- Limited Admission
- Miscellaneous Relief
- More Definite Statement
- Motion for Extension of Time re Transcript
- Motion to Defer Initial Discovery Response Deadline (MIDP)
- Motion to Defer Responsive Pleading Deadline (MIDP)
- New Trial
- Order
- Order of Sale
- Partial Summary Judgment
- Permanent Injunction
- Preliminary Injunction
- Proceed In Forma Pauperis
- Produce

Selected Events (click to remove events)

- Leave to File Document

Next

Clear

Motions

1:20-cv-00756 Gress v. SafeSpeed, LLC et al

HARJANI,MIDP

If this motion relates to the deposit or disbursement of Interpleader funds per 28 USC 1335

Use the event

Interpleader Deposit (28 USC Section 1335)

or

Interpleader Disbursement (28 USC Section 1335)

Next

Clear