

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

UNITED STATES OF AMERICA

**CRIMINAL COMPLAINT**

v.

CASE NUMBER:

WAFEEK AIYASH,  
also known as "Wally Aiyash"

**UNDER SEAL**

I, the undersigned complainant, being duly sworn on oath, state that the following is true and correct to the best of my knowledge and belief: From on or about May 29, 2008 to on or about September 5, 2008, at Chicago, in the Northern District of Illinois, Eastern Division WAFEEK AIYASH, also known as "Wally Aiyash," defendant herein:

corruptly gave, offered, and agreed to give things of value, namely money, to CW, with the intent to influence and reward CW, an agent of the City of Chicago, a local government receiving benefits in excess of \$10,000 in federal funding in a twelve month period from October 1, 2007 through September 30, 2008, in connection with a business, transaction, and series of transactions of the City of Chicago, namely contracts to operate restaurants at the City of Chicago's airports, having a value of \$5,000 or more;

in violation of Title 18, United States Code, Section 666(a)(2). I further state that I am a Special Agent with the Federal Bureau of Investigation, and that this complaint is based on the facts contained in the Affidavit which is attached hereto and incorporated herein.

\_\_\_\_\_  
Signature of Complainant  
BRENDAN O'LEARY  
Special Agent, Federal Bureau of Investigation

Sworn to before me and subscribed in my presence,

October 30, 2009 \_\_\_\_\_ at Chicago, Illinois  
Date City and State

MORTON DENLOW, U.S. Magistrate Judge  
Name & Title of Judicial Officer

\_\_\_\_\_  
Signature of Judicial Officer



***Prior Cash Payments***

5. CW informed the government that in 2007, AIYASH provided CW with approximately \$40,000 to \$50,000 in cash payments in order to influence CW's assistance in obtaining the requisite approvals to develop certain property owned by AIYASH. Specifically, CW stated that in approximately the Spring of 2007, AIYASH handed CW an envelope containing at least \$5,000 in cash. CW said that AIYASH gave CW additional cash payments of around \$5,000 to \$10,000 on several occasions during the next few months. According to CW, AIYASH always provided the payments to CW in an envelope and stated "this is for you" when handing the envelope to CW. CW understood that AIYASH paid CW in order to "be in favor" with CW.

***AIYASH Offers CW Money to Help AIYASH Obtain Restaurants at Chicago Airports***

6. Based on information provided to me by CW and publicly available documents, I understand the following about the bidding process for airport concession contracts in or about May and June 2008: The bidding process began when the City of Chicago's Department of Aviation sent out a request for proposals. After receiving bids, a third party reviewed the bids and made recommendations on the winning proposal to the Commissioner of the Department of Aviation. If the Commissioner agreed with a recommendation, the proposal was then brought before the City Council's Aviation Committee for a vote. If the Aviation Committee voted to approve the proposal, the issue was then brought before the entire City Council, which also voted on the proposal. CW's position with the City gave him/her the ability to influence the outcome of the bidding process.

7. On May 29, 2008, in a consensually recorded conversation, CW met AIYASH at AIYASH's office in Chicago. AIYASH asked CW "do you know anybody at the airports, that we could get a restaurant there?" CW said that he/she did know people at the airports and, in summary,

informed AIYASH that CW was in a position to influence the process. After a pause, AIYASH asked, “what’s our next step?” CW explained to AIYASH that there was a bidding process with respect to airport concession contracts. AIYASH responded “tell me how we’re going to bid.” After another pause, AIYASH asked, “you know what I’m saying?” After CW responded, “OK,” AIYASH stated, “I know the sun is still shining on that department.” AIYASH paused again and stated “you know what I’m saying?” Later, AIYASH stated that “if the numbers work out, and this is what they’re saying, over a certain period of time, I could commit to this.” AIYASH stated that “it really depends on the location . . . the better the location, it depends on the numbers.” AIYASH then paused again and said “you know what I mean?” The sounds of the crumpling of paper are audible at this point of the recording. According to CW, during these pauses, AIYASH wrote the word “partner” on a post-it note and the number 100 on a second post-it note. CW stated that AIYASH then crumpled up the post-it notes and tossed them aside. CW understood AIYASH’s comments and gestures to mean that in exchange for CW’s influence as an agent of the City to help AIYASH win a bid for an airport concession contract, AIYASH would either make CW a partner in the business or provide CW with \$100,000.

8. Later in the meeting, AIYASH stated “whether it’s up front or this . . . . That’s up to you.” AIYASH then asked, “you’re in charge of both [airports], right?” CW replied that he/she was in an official position to influence both airports’ concessions. AIYASH stated, “yeah, but . . . you’ve got to approve those contracts.” CW said that he/she would see what he/she could find out and get back to AIYASH.

9. On June 10, 2008, at the direction of law enforcement agents, CW audio and video recorded a meeting at AIYASH’s office. Prior to the meeting, an FBI Special Agent pre-marked one

of CW's business cards. At the start of the meeting with AIYASH, CW wrote on the back of the pre-marked business card "100 & Partner." When CW showed the writing on the back of the business card to AIYASH, AIYASH responded, "yeah, yeah." CW then crossed out the word "Partner" and said "forget about that." AIYASH said, "OK." CW then pointed at "100" and, referencing AIYASH's prior payments to CW, stated "like before." CW then wrote "10 to Start" on the business card and stated, "I think I have an opportunity to get it going. But can we do something like that? To get started?" AIYASH stated, "I think so, yeah, I think so." According to CW, AIYASH wrote down the word "cash." AIYASH then stated, "that's the only way I'll do it." CW understood this to mean that AIYASH would pay CW in cash.

10. AIYASH asked if CW could "give me about two weeks?" CW stated that he/she had a meeting related to the airports coming up. AIYASH then asked whether CW was "100 percent sure." CW responded, "absolutely." AIYASH then spread his arms wide. CW told me that he/she understood this gesture to mean that the concession contract would be very lucrative. CW told AIYASH, "it's a good opportunity." AIYASH responded, "When I say it's done, it's done." CW told me that he/she understood this comment to mean that AIYASH would pay CW \$10,000 up front. CW informed AIYASH that CW spoke to the Department of Aviation and that CW would like to get started by the end of the week. AIYASH stated that he would need two weeks in order to "cash this to get this" and wrote something down on a piece of paper. According to CW, AIYASH wrote down the words "check" and "cash." CW told me that he/she understood AIYASH's comments to mean that AIYASH had to cash a check he was waiting for before he could pay CW the \$10,000 in cash.

11. AIYASH asked how long the process to obtain a concessions contract would take. CW explained that once the process started it could take six to eight months. AIYASH asked, “that long?” CW stated that he/she might be able to make the process go a little quicker.

12. AIYASH then stated, “but you’ve got to work with me on this.” According to CW, AIYASH then pointed to the number 100 written on a sheet of paper. CW told me that he/she understood AIYASH to mean that CW would have to give AIYASH time to get the entire \$100,000 that he would pay CW for obtaining the concession contract. AIYASH informed CW that there were four other partners on the concession contract and that “each guy got to come to the table.” AIYASH informed CW that when AIYASH talked to his partners, he would tell them that he needs “yours and yours, and yours, and yours.” According to CW, AIYASH was pointing to the number 20 that he had written on a piece of paper. CW informed AIYASH that AIYASH did not need to give him/her “all of it right now.” AIYASH stated that he understood, but that his partners would not “give it to me all up front either.” CW told me that he/she understood from these comments that AIYASH was splitting the payment with his four partners so they would each be giving CW \$20,000. AIYASH told CW “let me work on that myself.” According to CW, as he was making the comment, AIYASH was pointing at the number 10. AIYASH then stated that “this would be done from me.” CW told me that he/she understood AIYASH’s comments to mean that AIYASH was going to pay CW the up front payment of \$10,000 himself.

13. AIYASH then stated, “I would tell them this.” According to CW, AIYASH wrote the words “Broker’s Commission” and pointed to the number 20 that he had written down earlier. CW told me that he/she understood this to mean that AIYASH would obtain the \$20,000 from each of his partners by telling them that the money was to pay a broker’s commission.

14. As CW was leaving the meeting, AIYASH stated “I will tell you if we’re OK yes, or not OK.” CW understood this comment to mean that AIYASH will contact CW to inform him either that AIYASH would provide \$10,000 to CW or that AIYASH’s partners refused to make the deal.

15. The same day, CW provided the FBI with the pre-marked business card from CW’s meeting with AIYASH. The back of the card contains CW’s handwritten words “100 & Partner,” with “Partner” crossed out, as described in paragraph 9 above.

16. On June 20, 2008, CW consensually recorded a telephone call he/she made to AIYASH. AIYASH informed CW that he “would like to see you for a minute and then we will talk.” CW and AIYASH agreed to meet later that same day at AIYASH’s office.

17. At the meeting on June 20, 2008, which CW audio and video recorded at the direction of agents, AIYASH informed CW that “this, over a period of time is no problem.” When making that statement, AIYASH wrote something down on a piece of paper and showed it to CW. It appears from the video that AIYASH wrote the number 100,000. AIYASH again stated that this was “no problem” but that it would be “over a period of time.” AIYASH then said, “I know we have to start out with this, right?” AIYASH then showed CW a piece of paper with the number 10,000 on it. CW stated that “that’s what we had talked about.” AIYASH stated, “that’s no problem.” CW told me that he/she understood these comments to mean that AIYASH would pay CW a total of \$100,000 over a period of time, including \$10,000 up front, in exchange for CW utilizing his/her City position to secure airport concession contracts for AIYASH and his partners.

18. AIYASH then asked about the process and how long it would take. CW explained portions of the process, and told AIYASH that the process could take four months. AIYASH said, “I’ll tell you what the name of the place is gonna be.” AIYASH then held up a piece of paper.

According to CW, the paper had the name of Restaurant Franchise A written on it. AIYASH informed CW that if he/she could obtain three locations at O'Hare International Airport and two at Midway International Airport, it "would benefit this situation up here." AIYASH pointed at a paper on his desk. According to CW, AIYASH pointed at the number 100,000. CW told me that he/she understood this to mean that AIYASH and his partners were attempting to open up five Restaurant Franchise A restaurants at the airports and if they were able to do so, AIYASH would pay CW \$100,000.

19. AIYASH asked CW "what do you think about the whole situation?" CW said, "that sounds feasible." AIYASH then provided CW with a post-it note. CW wrote the number 10,000 on the post-it note and showed it to AIYASH. AIYASH said, "I can't do it today, but I can do it. That's the good thing. I could do it." AIYASH then said, "when would you like this? Today?" and pointed at the post-it note. AIYASH stated that he "told them [his partners] what the magic number is." AIYASH later asked, "can I . . . say a week from today, I will have you this?" AIYASH then held up the post-it note, referenced in paragraph 17, on which AIYASH had written 10,000 previously. CW told AIYASH that he/she was "going on what you say."

20. AIYASH again asked CW "how much are you pretty well sure that it could get done?" CW stated that he/she was "pretty sure I can get it done." AIYASH then wrote a note on a post-it laying on AIYASH's desk in front of CW. AIYASH said "within, within" as he wrote on the post-it note. According to CW, AIYASH wrote down "10,000 within 7 days." AIYASH stated "one hundred percent guaranteed, OK? Within seven days." AIYASH then made handwriting gestures and mouthed that he had to cash checks. AIYASH pretended to write a check and said "none of this, you know what I mean?" CW stated, "the whole ten . . . within seven days?"

AIYASH confirmed that it would be within seven days. AIYASH stated “just me and you. Nobody else.” CW understood this to mean that AIYASH did not want CW to tell anyone else about their agreement.

21. AIYASH later said, “say this within seven days” and showed CW the note with 10,000 written on it. AIYASH asked, “when do you expect the rest? I mean slowly.” CW said, “you tell me. I got to work with you on that. You tell me.” AIYASH said that they were on the “same page.”

22. After the meeting, CW provided an agent with the post-it note that he/she showed to AIYASH. The number 10,000 is written and underlined on the post-it note.

***AIYASH Provides \$5,000 to CW***

23. On June 30, 2008, CW consensually recorded another telephone call between him/her and AIYASH. During that call, CW and AIYASH agreed to meet later that same day. Before the meeting, FBI agents searched both CW and CW’s car for money. Agents found CW to be in possession of a total of \$47.

24. CW, at the direction of agents, audio and video recorded the June 30, 2008 meeting at AIYASH’s office. Upon entering AIYASH’s office, CW noticed an envelope that was in front of and to the left of CW. AIYASH handed CW documents and told CW that “everything that is highlighted is where they would like to see a [Restaurant Franchise A] location [in the airports].” AIYASH informed CW that the partners were now looking for seven Restaurant Franchise A locations at the airports. AIYASH stated that “this is no problem” and wrote a note on a paper in front of him. According to CW, AIYASH wrote down the number 100. CW told me that he/she

understood AIYASH to mean that CW would receive \$100,000 from AIYASH and his partners for assisting them in obtaining airport concession contracts.

25. AIYASH then wrote a note on paper in front of him again and showed it to CW. According to CW, AIYASH wrote the number 5 on the paper. AIYASH then wrote another note on the paper and said, “it is supposed to be this, you know.” According to CW, AIYASH wrote the number 10 on the paper. AIYASH stated, “right now,” and CW responded, “half.” CW told me that he/she understood AIYASH’s comments to mean that the envelope contained \$5,000 rather than the \$10,000 that AIYASH had promised CW.

26. AIYASH told CW “you gotta tell me how the process works, the application, the whole nine yards, how do we get out there, who do we have to see, you know, so all that information, you know.” AIYASH then pointed to the envelope. CW understood AIYASH to mean that CW should take the envelope. As CW took the envelope, AIYASH looked at the envelope and stated, “so all that information needs to be related to me.” CW held the envelope up to the camera for several seconds before putting it in his/her jacket.

27. As CW put the envelope away, AIYASH circled something on his paper and said, “I don’t think this is a problem, because naturally I’m going to guarantee that.” According to CW, AIYASH circled the number “100” when he made the comment. CW later said, “so this is five, right?” AIYASH stated “yeah, yeah.” AIYASH said, “this is no problem” and signaled again to a note on a piece of paper. According to CW, AIYASH pointed to the number 10 when he made that statement. AIYASH said, “as long as I . . . here’s the application” and made a gesture. According to CW, he/she understood AIYASH’s gesture and comment to mean that when CW made progress

on the concession contracts, such as giving AIYASH an application to fill out, AIYASH would pay CW again.

28. CW asked “when are we going to get back on the other end” and pointed to AIYASH’s papers. AIYASH pointed toward one note and said, “Anytime. Give me something. Give me something so I can go back to them” According to CW, AIYASH pointed at the number 5. CW told me that he/she understood this to mean that AIYASH would pay the other \$5,000 as promised when CW showed AIYASH progress on the airport concession contract. AIYASH stated, “this is all me.” As CW was getting up to leave AIYASH’s office, AIYASH stated “don’t worry about this, OK? It is all done, OK?” According to CW, at the same time, AIYASH pointed to the number 5 on the paper. AIYASH then stated, “as long as we give them information, you know what I mean?” AIYASH then said, “but you have to come back to me ’cause they are waiting for a call from me and tell me what the time is gonna be, so I don’t have these mother-fuckers calling me every other day.” CW told me that he/she understood AIYASH’s comments to mean that AIYASH would pay the additional \$5,000 when CW showed AIYASH progress on the airport concession contract. According to CW, he/she further understood this to mean that the \$5,000 solely came from AIYASH and not from his partners. AIYASH then stated, “they figure there’s an opportunity out there, you know.” CW responded, “I mean, huge. They went from five to seven.” AIYASH replied, “[Restaurant Franchise A] is the place to be.”

29. After the meeting with AIYASH on June 30, 2008, CW provided the FBI with the envelope he/she received from AIYASH. An FBI Special Agent found \$5,000 in the envelope. CW also provided the FBI with the documents that AIYASH handed to CW during the meeting. The first page is titled, “REQUESTED LOCATIONS” and lists the airport, terminal, and gates for seven

different possible store locations. Additional pages are maps of O'Hare International Airport and Midway International Airport.

30. On July 23, 2008, CW consented to the FBI recording voicemail messages from AIYASH that CW had saved. Prior to each message, CW's voicemail box provided the date and time when the voicemail message was recorded. AIYASH left the first message on July 3, 2008 at 11:46 a.m. In the message, AIYASH stated, "hey, [CW], this is Wally. Give me a call whenever you get a second." In the second message, which AIYASH left on July 7, 2008 at 3:09 p.m., AIYASH stated, "Hey, [CW], this is Wally. Call me whenever you get a second. Thanks." AIYASH left a third message on July 9, 2008 at 6:03 p.m. In this message, AIYASH said, "Hey, um, [CW] this is Wally. Give me a call. I'm with Alderman [A]. Give me a call." In a fourth message, from July 20 at 2:27 p.m., AIYASH stated, "Hey, [CW], this is Wally. Give me a call whenever you get a second. Thanks." On July 22, 2008, AIYASH left a fifth message for CW stating, "Hey, [CW], this is Wally. Give me a call. I've got a question to ask you. Please."

31. CW did not return these calls until July 23, 2008, when CW placed a consensually recorded telephone call to AIYASH at AIYASH's office. When AIYASH answered the call, he stated, "You know, [CW], I'm going to call the hospital looking for your ass . . . I must have called you 32 times." AIYASH asked, "when can we get together?" CW stated that he/she could meet either later that week or the next week. AIYASH asked, "have we moved anything? Or have we, uh (U/I)" CW informed AIYASH that CW had a "package to drop off to you, so you can look at it, you know."

32. On July 31, 2008, CW consensually audio recorded a meeting with AIYASH at AIYASH's office. Prior to the meeting, the FBI provided CW with a blank Expression of Interest

form for businesses wishing to provide restaurant services at O'Hare International Airport. Near the beginning of the meeting, the recording picked up a shuffle of papers. CW told me that at this point, he/she provided AIYASH the Expression of Interest form. As CW was providing the documents to AIYASH, CW stated, "(U/I) something you have to take a look at. Everybody gotta fill that out. When you get it done, let me know." AIYASH asked "after we fill this out, what's the next process?" CW stated that he/she would "take it back in" and then the City would issue "some RFPs [Request for Proposals]." AIYASH asked how long the process would take. CW stated that it would depend on who responds to the RFP. AIYASH asked, "do you have to do an RFP?" CW stated that "you got to do an RFP . . . there's no way you can get around an RFP."

33. AIYASH asked questions to confirm that CW's City job put him/her in a position to award restaurant concession contracts. CW replied, "right." AIYASH stated, "so right now, we fill this out to the best of our ability."

34. AIYASH stated, "I would like to meet up with you, you know." According to CW, while AIYASH made this statement, AIYASH tapped on a piece of paper, where AIYASH had written the number 5,000. The recording picked up noise consistent with someone tapping his or her finger on a desk. AIYASH then stated, "you know what I mean? So when can we meet up? Next week be OK?" CW told me that he/she understood AIYASH to mean that AIYASH was promising to pay CW the remainder of the \$10,000 up front payment at their next meeting.

***AIYASH Provides \$4,000 to CW***

35. On September 5, 2008, CW audio and video recorded two meetings at AIYASH's office. Prior to the first meeting, an agent searched CW and found \$220 on CW.

36. At the first meeting, AIYASH introduced CW to two individuals that AIYASH identified as his partners in the effort to obtain Restaurant Franchise A locations at the airports. AIYASH explained to CW that they had not filled out all of the paperwork. AIYASH asked CW to stop by AIYASH's office again later that day.

37. CW returned to AIYASH office approximately three hours later. AIYASH handed CW documents and stated, "This is the application. We filled it out." As CW was reviewing the documents, AIYASH placed an envelope underneath the documents. CW stated, "OK . . . good." AIYASH asked, "OK?" CW responded, "mmm-hmm." AIYASH stated, "So whatever it takes, you know what I'm saying." CW responded, "Right." AIYASH replied, "Whatever it takes, let us know." AIYASH then signaled to a sheet of paper in front of him and wrote two notes. According to CW, AIYASH initially wrote the number 4,000 and pointed to the envelope. CW told me that he/she understood this to mean that there was \$4,000 in the envelope. AIYASH then wrote the number 1,000 on the sheet of paper. CW informed me that he/she understood this to mean that AIYASH still owed CW \$1,000.

38. AIYASH later asked again about how long CW thought "this would take." After CW said that he/she would "push (U/I) and find out." AIYASH asked, "Anything I could do for you?" CW said "No."

39. After the meeting, CW provided agents with a white sealed envelope. The envelope contained \$4,000 in cash. An agent searched CW and found that CW still had \$220 on him/her. CW also provided an agent with documents that AIYASH had given to CW. One of the documents was an attachment to the Expression of Interest form that had been filled out listing AIYASH as the president of the business attempting to open the restaurants. The other page was a supplement to the

attachment. The supplement stated that the “Store Concept” was a “[Restaurant Franchise A] franchise, multiple stores.”

*The City of Chicago*

40. Based on the Federal Funding Accountability and Transparency Act, the federal government publishes a website, [www.usaspending.gov](http://www.usaspending.gov), which lists the transactions of the federal government. According to this website, from October 1, 2007 through September 30, 2008, the federal government provided the City of Chicago with approximately at least \$170 million in federal funding through various federal programs, including approximately \$1.9 million in funding for the City of Chicago’s Department of Aviation.

FURTHER AFFIANT SAYETH NOT.

---

BRENDAN O’LEARY  
Special Agent, Federal Bureau of Investigation

SUBSCRIBED AND SWORN to before me on October 30, 2009.

---

MORTON DENLOW  
United States Magistrate Judge