

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA	:	Hon. Sharon A. King, U.S.M.J.
	:	
v.	:	Mag. No. 26-17061 (SAK)
	:	
KASHAWN MCKINLEY,	:	
a/k/a "Kash"	:	<u>CRIMINAL COMPLAINT</u>

I, Alexandra Cullen, being duly sworn, state the following is true and correct to the best of my knowledge and belief:

SEE ATTACHMENT A

I further state that I am a Special Agent for the Federal Bureau of Investigation, and that this complaint is based on the following facts:

SEE ATTACHMENT B

Continued on the attached page and made a part hereof:

s/ Alexandra Cullen

Alexandra Cullen
Special Agent
Federal Bureau of Investigation

Special Agent Cullen attested to this
Complaint by telephone pursuant to
FRCP 4.1(b)(2)(A).

Sworn to and subscribed via telephone,
this 23rd day of September, 2026

HONORABLE SHARON A. KING
UNITED STATES MAGISTRATE JUDGE

DISTRICT OF NEW JERSEY
County and State

Sharon A. King

Signature of Judicial Officer

ATTACHMENT A

Count 1

(Honest Services Fraud)

From in or about early 2023 through in or about March 2026, in Atlantic County, in the District of New Jersey, and elsewhere, defendant

KASHAWN MCKINLEY,
a/k/a "Kash,"

did knowingly and intentionally devise and intend to devise a scheme and artifice to defraud the City of Atlantic City, New Jersey of the right to the honest services of MCKINLEY and others in the affairs of the City of Atlantic City, and, for the purpose of executing such scheme and artifice to defraud, did transmit and cause to be transmitted by means of wire, radio, and television communications in interstate commerce, certain writings, signs, signals, pictures, and sounds.

In violation of Title 18, United States Code, Sections 1343 and 1346, and Section 2.

Counts 2 and 3
(Solicitation of Bribes)

Between in or about the dates set forth below, in Atlantic County in the District of New Jersey, and elsewhere, defendant

KASHAWN MCKINLEY,
a/k/a "Kash,"

did knowingly and corruptly solicit, demand, accept, agree to accept a thing of value from Individual-1, namely United States currency, intending to be influenced and rewarded in connection with a business, transaction, and series of transactions of the City of Atlantic City involving \$5,000 or more:

Count	Dates (in or about)	Amount
2	November 2022 through October 2023	\$20,000
3	July 2025 through March 2026	\$9,000

In violation of Title 18, United States Code, Section 666(a)(1)(B) and Section 2.

ATTACHMENT B

I, Alexandra Cullen, a Special Agent with the Federal Bureau of Investigation ("FBI"), having personally participated in an investigation of the conduct of defendant Kashawn McKinley, a/k/a "Kash" ("MCKINLEY") and others, having reviewed, among other materials, law enforcement records and databases, telephone records, electronic communications, recorded and lawfully intercepted communications, and financial records, and having spoken with other law enforcement officers and individuals, have knowledge of the following facts. Because this Complaint is submitted for the limited purpose of establishing probable cause, I have not included all facts known to me concerning this investigation. The contents of documents and the statements and conversations of individuals referenced below are provided in substance and in part, unless otherwise indicated. Where I assert that an event took place on a particular date and time, I am asserting that it took place on or about the date and time alleged. Dollar amounts, and other figures cited herein, are approximations.

RELEVANT INDIVIDUALS AND ENTITIES

1. At times relevant to this Criminal Complaint:

a. MCKINLEY was the Director of Constituent Services for Public Official-1 and served as a member of Atlantic City's Cannabis Review Board (the "Board"). MCKINLEY also served as an elected member of the Atlantic City Board of Education.

b. As part of MCKINLEY's responsibilities as Director of Constituent Services and member of the Board, MCKINLEY acted as a liaison between prospective cannabis business owners and Atlantic City government (the "City") and, among other things, reviewed cannabis license applications and often required meetings with individuals interested in opening such businesses.

c. The City received benefits in excess of \$10,000 in one-year periods relevant to the Complaint, within the meaning of Title 18, United States Code, Section 666(d)(5), under Federal programs involving a grant, contract, subsidy, loan, guarantee, insurance, and other forms of Federal assistance, to include funds from programs administered by the Community Planning and Development Division of the United States Department of Housing and Urban Development whose purposes were, among other things, to develop viable urban communities by providing decent housing and a suitable living arrangement and by expanding economic opportunities.

d. Individual-1 was the owner of an Atlantic City cannabis dispensary (the "Dispensary").

e. Individual-2 was the owner of an Atlantic City business who was critical of Public Official-1's administration.

THE CITY'S RIGHT TO, AND DEFENDANT MCKINLEY'S DUTY OF, HONEST SERVICES

2. At all times relevant to the Complaint, the City had an intangible right to the honest services of its officials. As City official, MCKINLEY owed the City a duty to refrain from seeking, demanding, accepting, and agreeing to accept bribes and kickbacks in exchange for his action and assistance as an official for the City and for his violation of his official duties in connection with its affairs.

OVERVIEW OF THE CANNABIS LICENSING PROCESS AND ONGOING FEES FOR ATLANTIC CITY CANNABIS DISPENSARIES DURING TIME PERIODS RELEVANT TO THE COMPLAINT

3. When individuals apply for licenses to legally sell cannabis in the City, the Board reviews the application using established criteria. The Board then submits a letter to the City Council recommending whether the application should be approved. If the City Council adopts a resolution approving the application, the application then goes to the State of New Jersey's Cannabis Regulatory Commission (the "Commission") for review. If the Commission approves the application, it goes back to the City for final approval.

4. Once the City approves the application, the dispensary must then pay additional annual fees for a mercantile license.¹ A standard mercantile license from the City costs \$25,000 annually. For certain businesses classified as "micro," however, the City license costs \$2,500 annually. Micro businesses are defined as those who have less than ten employees or who operate a retail establishment that is less than 2,500 square feet.²

5. Additionally, the City required cannabis businesses to enter into Community Host Agreements ("CHAs") with the City, in which the business agrees

¹ Depending on its location, certain Atlantic City cannabis businesses must also pay a fee for a Certificate of Land Use Compliance ("CLUC") from the City's Casino Reinvestment Development Authority. Businesses are not required to obtain CLUCs if they open within the City's Green Zone, an area which, by City ordinance, has been identified as a "preferred area for certain cannabis sales."

² Cannabis dispensaries must also be licensed by the State of New Jersey. The State also classifies such businesses as either "standard" or "micro," though the requirements for each are not identical to the requirements set by the City.

to, among other things, make certain contributions to the City, typically on an annual basis. These contributions vary by vendor. The parties to the agreement stipulate that the contributions may be used by the City towards the cost of its public safety and affordable housing obligations.

OVERVIEW OF THE SCHEME TO DEFRAUD AND TO SOLICIT BRIBES

6. From at least in or about early 2023 and continuing through in or about March 2026, MCKINLEY participated with others in a scheme and artifice to defraud the City of the right to MCKINLEY's honest services in the affairs of the City. As set forth in greater detail below, MCKINLEY directly solicited, demanded, accepted, and agreed to accept concealed bribes and kickbacks from Individual-1 for MCKINLEY'S benefit, in exchange for MCKINLEY's official action and assistance with opening the Dispensary and with resolving disputes between the City and the Dispensary regarding fees purportedly owed to the City. Specifically, the scheme included the following:

a. MCKINLEY solicited Individual-1 to pay MCKINLEY large sums of cash and quantities of cannabis in exchange for MCKINLEY's official assistance in opening the Dispensary and resolving outstanding fee disputes in Individual-1's favor.

b. MCKINLEY directed Individual-1 to assault Individual-2 in exchange for MCKINLEY's official assistance in resolving the aforementioned disputes.

c. As part of MCKINLEY's official assistance, MCKINLEY directed other City employees to reclassify the Dispensary as a "micro" cannabis business, rather than a "standard" cannabis business, so that Individual-1 would owe the City of Atlantic City fewer fees, including a \$2,500 annual mercantile license fee instead of a \$25,000 annual mercantile license.

d. MCKINLEY, Individual-1, and others used various interstate wire transmissions to further and facilitate this scheme, including but not limited to e-mails, phone calls, and text messages.

UNLAWFUL ACTIVITY IN FURTHERANCE OF THE SCHEME TO DEFRAUD AND TO SOLICIT BRIBES

MCKINLEY Solicited and Accepted \$20,000 from Individual-1 in Exchange for MCKINLEY's Official Assistance in Opening the Dispensary.

7. In or about late 2022, Individual-1, who was in the process of opening the Dispensary, contacted MCKINLEY for guidance. At MCKINLEY's direction,

Individual-1 met MCKINLEY in the parking lot of a closed Atlantic City restaurant. There, MCKINLEY advised Individual-1 that MCKINLEY, in exchange for \$20,000, could “help” Individual-1 with problems that Individual-1 was encountering in opening the Dispensary, including issues related to inspections and an architectural review. MCKINLEY explained the arrangement by stating in sum and substance, “we all need to eat.”

8. Over the next approximately three months, Individual-1 met with MCKINLEY in the City and paid MCKINLEY \$20,000 in cash, in two installments. These meetings were arranged via electronic and wire communications. During the meetings, at MCKINLEY’s request, Individual-1 also provided MCKINLEY with samples of cannabis.

9. Thereafter, the Dispensary’s cannabis license was approved by the Board – of which MCKINLEY was a member – and the Commission. With that approval, the Dispensary opened for business.

10. To further conceal the fact that MCKINLEY had received these bribe payments, on or about April 21, 2023, defendant MCKINLEY did not report the source of these funds and the amount of income on his financial disclosure statement that MCKINLEY was required to file with the New Jersey Department of Community Affairs, Division of Local Government Services (“DOCA”), for calendar year 2023.

MCKINLEY Directed Individual-1 to Assault Individual-2 in Exchange for MCKINLEY’s Official Assistance in Resolving Outstanding Fees and Taxes Purportedly Owed by Individual-1 Related to the Dispensary.

11. In or around 2025, Individual-1 was told by City officials that Individual-1 owed the City more than \$25,000 in licensing fees and taxes related to the Dispensary. Individual-1 believed these figures were inaccurately calculated. From in or around July 2025 through in or around February 2026, Individual-1 and MCKINLEY communicated extensively regarding the fee and tax disputes, both in person and telephonically, through use of wire and electronic communications. During these meetings and communications, MCKINLEY consistently assured Individual-1 that MCKINLEY would resolve these issues in Individual-1’s favor. MCKINLEY and Individual-1 also met with other City employees and officials regarding these outstanding fees and taxes, with MCKINLEY advocating on Individual-1’s behalf.

12. In early October 2025, during a meeting with Individual-1, MCKINLEY explained that Individual-1 could avoid paying the bulk of the purportedly owed fees if the Dispensary were reclassified as a “micro” business rather than a “standard” business, as the annual mercantile fee for a “micro” dispensary is \$2,500

and the annual mercantile fee for a "standard" dispensary is \$25,000. MCKINLEY indicated that he could assist Individual-1 with the reclassification in exchange for Individual-1's agreement to orchestrate a physical assault on Individual-2. MCKINLEY explained that Individual-2 was "disrespecting [Public Official-1]" and directed Individual-1 to "Get him beat up," as that was the "only thing that [Public Official-1] ever, ever, ever said, 'I want that f—cker.'" Individual-1 stated, "Bro, that's it, you tell him fix this s—t (referring to the outstanding fees), done ... Consider it done."

13. Later that day, after meeting with Individual-1, MCKINLEY sent Individual-1 an electronic message, referencing his directive to assault Individual-2 and stating, "[t]hat's what he [Public Official-1] needs. I'll let you know about me when I get back [from his planned trip]."

14. During a meeting later that same month, MCKINLEY and Individual-1 further discussed the reclassification of the Dispensary from a standard business to a micro business and the directed assault. During the course of this meeting MCKINLEY displayed photographs of Individual-2 to Individual-1 and, upon being asked by Individual-1, "[A]nd you, you good? Like, what do you need?," MCKINLEY responded "Let me do my job first then I'll tell you what my ask is."

15. In or around late October 2025, Individual-1 met with MCKINLEY and displayed what appeared to be a photograph of an injured Individual-2. MCKINLEY was pleased and asked Individual-1 for his/her cellular phone so that MCKINLEY could take the photograph to Public Official-1. MCKINLEY expressed appreciation to Individual-1 for the purported assault and told Individual-1, by stating "you don't have to worry about nothing." Based on my training and experience and the investigation to date, I believe that MCKINLEY was informing Individual-1 that Individual-1 no longer had to worry about paying the full amount of the annual mercantile license fee or the outstanding tax because Individual-1 had followed MCKINLEY's directive to assault Individual-2. During a subsequent conversation, MCKINLEY informed Individual-1 that MCKINLEY would assist Individual-1 with resolving the outstanding fees and reclassifying the Dispensary after the Atlantic City elections, which took place on or about November 5, 2025 and in which MCKINLEY was a candidate for election to the City's School Board and Public Official-1 was a candidate for reelection. Both won their seats.

MCKINLEY Solicited and Accepted \$3,000 from Individual-1 in Exchange for MCKINLEY's Official Assistance in Resolving Outstanding Fees and Taxes Purportedly Owed by Individual-1 Related to the Dispensary.

16. On or about November 10, 2025, MCKINLEY sent Individual-1 electronic communications, requesting a "care package," which, based on previous

communications, Individual-1 understood to mean additional bribe payments consisting of cash and cannabis samples.

17. Days later, MCKINLEY sent Individual-1 an electronic message that advised, “[t]he license is going to cost 3K this year. best I can do.” Later that day, MCKINLEY and Individual-1 met and MCKINLEY advised Individual-1 that he told other City employees, “you got to print my man license out today” and that other employees were concerned that if other dispensary owners heard that “[MCKINLEY] drop[ped] him down, from standard to micro,” they would wonder why Individual-1 “got this.” Individual-1 advised that the Dispensary had first been classified as “micro,” before being reclassified as “standard” prior to its opening. Individual-1 then asked whether the “3K is for you (meaning MCKINLEY) or them,” and MCKINLEY responded, “That’s for me.” During the meeting, Individual-1 provided MCKINLEY with cannabis samples.³

18. The two continued to meet to discuss the ongoing fee disputes, with MCKINLEY explaining that the process of reclassifying the Dispensary was lengthy because “[i]n order for us to go against the law we have to have a legal reason. You can’t just be like, press this button and then it’s changed. This is a law. This is a government thing ... Government is slow. We’re literally at the final steps of this.”

19. On or about November 25, 2025, after reviewing records at the City Hall for Atlantic City that revealed that the Dispensary was classified by the City as a “micro” business, Individual-1 learned that Individual-1 still owed the City taxes. After Individual-1’s complained to MCKINLEY about the outstanding taxes, MCKINLEY stated, “you were never a micro business bro. That’s why I’m trynna tell you what I’m doing is illegal. And you not understanding that. You’re not a micro business.”

20. On or about December 2, 2025, MCKINLEY and Individual-1 met in Atlantic City and Individual-1 provided MCKINLEY with an envelope containing \$3,000 in cash.

21. To further conceal the fact that MCKINLEY had received this bribe payments, on or about April 6, 2026, MCKINLEY did not report the source of these funds and the amount of income on his financial disclosure statement that MCKINLEY was required to file with DOCA, for calendar year 2025.

MCKINLEY Solicited and Accepted \$6,000 from Individual-1 in Exchange for MCKINLEY’s Official Assistance in Resolving Outstanding Fees and Taxes Purportedly Owed by Individual-1 Related to the Dispensary.

³ In total, the cannabis samples provided to MCKINLEY by Individual-1 during the course of this corrupt arrangement were valued at more than \$1,000.

22. In or around January 2026, Individual-1 had not yet received a \$25,000 refund from the City that was owed to Individual-1 after the reclassification of the Dispensary as a "micro" business and Individual-1 still purportedly owed the City taxes related to the Dispensary. When Individual-1 voiced concern to MCKINLEY, MCKINLEY stated in electronic communications, "Let me work my magic," and "All I know is I need half," which Individual-1 understood to mean that MCKINLEY wanted half of the refund that Individual-1 expected to receive, or approximately \$12,500.

23. On or about February 17, 2026, MCKINLEY advised Individual-1 that the refund for Individual-1 was on the City Council's agenda for the following day. On or about February 18, 2026, the City Council passed a resolution to refund the Dispensary over \$25,000. Individual-1 received the check on or about February 26, 2026.

24. On or about March 1, 2026, MCKINLEY sent Individual-1 a series of electronic messages, asking Individual-1 if Individual-1 was in the City and warning Individual-1, "don't go ghost on me now."

25. On or about March 3, 2026, Individual-1 met with MCKINLEY and provided MCKINLEY with an envelope containing \$6,000, as a kickback for MCKINLEY's official assistance in resolving the ongoing tax and licensing disputes related to the Dispensary. Although the payment was less than half of the \$25,000 refund, MCKINLEY did not voice any complaints.