

INTRODUCTION

We, the members of the 27th Investigating Grand Jury, having received and reviewed evidence regarding allegations of violations of the Pennsylvania Crimes Code and related laws occurring in Philadelphia County, Pennsylvania, pursuant to Notice of Submission of Investigation No. 21, do hereby make the following findings of fact and recommendations of charges. We issue this Presentment in furtherance of our ongoing investigation of the evidence revealed by the undercover investigation.

FINDINGS OF FACT

From 2010 through 2012, the Pennsylvania Office of Attorney General (“OAG”) conducted an investigation into possible political corruption involving various Pennsylvania state legislators, public officials and other related individuals. The investigation was an off-shoot of other public corruption investigations and prosecutions handled by the OAG. They also saw another fertile area for corruption – namely, grants issued through the Pennsylvania Department of Community and Economic Development (“DCED”).

As the investigation focusing on DCED grants was being pursued, the OAG made an arrest in a separate case. Through conversations with the defendant and his attorney, it became apparent that the defendant had a wealth of information about political corruption in Philadelphia. The defendant had political connections in Philadelphia that the OAG believed could be extremely valuable to a political corruption investigation.

The defendant voluntarily offered to become a confidential informant (“CI”) and work in an undercover capacity to record conversations and meetings he had with public officials. The CI did so without any agreement with the OAG, or promises or guarantees by the OAG,

regarding the pending charges against the CI. The CI's cover story was that he was a Philadelphia lobbyist who was now representing larger business interests and wanted to move from local politics and candidates/elected officials to the state level.

The ultimate goal of the investigation was to use the CI's local political connections in Philadelphia to establish him as a lobbyist in Harrisburg, working on the state level. This goal was to be achieved by simply placing the CI into "the stream of political commerce" and see where it took him. The CI would simply float various ideas or issues to his political connections and see where, and to whom, that connection would direct him regarding that idea or issue. Almost without fail, the public officials with whom the CI met – and to whom he made cash payments – were all too willing to provide such direction and to take official action on his behalf.

The OAG fitted the CI with a recording device that the CI consented to wearing, and activated and deactivated that device that the CI wore during these meetings and conversations. The CI ultimately recorded 113 separate meetings or conversations with various Pennsylvania state legislators, public officials and other related individuals.

After the OAG declined to prosecute any potential criminal activity captured on those recordings, the matter was referred to the Philadelphia District Attorney's Office ("DA's Office"). The DA's Office then submitted the matter to this Grand Jury for further investigation. Specifically, "[t]he matter to be submitted to the Investigating Grand Jury is an investigation into the facts and circumstances pertaining to allegations that State Representatives and others engaged in the illegal solicitation and acceptance of money."

The Path To Thomasine Tynes

The CI told the public officials with whom he met that the fictitious business groups and entities he represented had an interest in several matters and issues in which the public officials

could, if they chose to do so, exert some of their political influence to the benefit of the CI and/or his clients. One such matter involved trying to obtain collections contracts with governmental and/or quasi-governmental agencies for a client which the CI claimed to represent. The CI originally pitched this idea to Elected Official A during a dinner meeting they had in February 2011. The CI was aware that Elected Official A previously worked at the Philadelphia Parking Authority (“PPA”) and believed that Elected Official A would still have contacts there. Thus, the idea was to see if Elected Official A would be willing to use his/her PPA contacts – and his/her political influence – to assist the CI in obtaining a collections contract with that agency. By the time this dinner meeting took place, the CI already had made three separate cash payments to Elected Official A.

Elected Official A told the CI that he/she knew an executive at PPA that they could talk to about the contract. The CI told Elected Official A that he/she would be rewarded and supported for his/her assistance if the fictitious client obtained the collections contract. After multiple follow-up conversations between the CI and Elected Official A – and two more cash payments – Elected Official A set up a meeting with the PPA executive. At that meeting, which Elected Official A attended, the PPA executive told the CI that PPA already had a contract for collections. He/she then suggested that the CI go to the Philadelphia Traffic Court (“Traffic Court”) because they did not have anyone collecting their debt. When the meeting appeared to be ending, the PPA executive again suggested – this time to Elected Official A – that the CI go to Traffic Court and talk to Thomasine Tynes, who, at the time, was the President Judge.¹ Elected

¹ Thomasine Tynes was elected judge of the Philadelphia Traffic Court in November 1989, and took her initial constitutional oath of office on December 21, 1989. On March 9, 2005, Governor Edward G. Rendell appointed her as President Judge of the Traffic Court. Her most recent retention as judge was in 2007, after which she took her final oath of office on January 3, 2008. In calendar year 2011, Judge Tynes’s salary was \$87,213.00.

Official A said that he/she knew Judge Tynes “very well.” As the CI and Elected Official A were about to leave, Elected Official A went to the bathroom and the CI and the PPA executive had a private conversation, during which the executive again told the CI to approach Traffic Court and gave him advice on how to obtain the contract. Elected Official A returned from the bathroom and agreed that Traffic Court should be interested.

After the meeting with the PPA executive, the CI and Elected Official A had multiple conversations about the official contacting Judge Tynes to set up a meeting with her to discuss a possible collections contract with Traffic Court. Despite repeated promises that he/she would do so, Elected Official A did not set up the CI’s initial meeting with Judge Tynes; Elected Official B did.

The CI had dinner with Elected Official B after his meeting with the PPA executive and Elected Official A. By this point, the CI had made multiple cash payments to Elected Official B. During the dinner, the CI told Elected Official B that he was interested in trying to obtain a collections contract with either PPA or Traffic Court for his client. Elected Official B responded that he/she was close to Judge Tynes – “She’s dear to me. She looks out for me all the time. It’s a- it’s a long term family thing” – and that he/she could set up a dinner meeting for him. The CI told the official that he had already met with the PPA executive, and that the executive told him to meet and discuss a contract with Judge Tynes at Traffic Court. The CI also told Elected Official B that Elected Official A could “deliver this.” Elected Official B, in turn, told the CI that he/she may be able to deliver first, and that Judge Tynes “likes to play ball” and is “cunning.” He/she suggested that the CI just needed to “make it worth her while,” referring to Judge Tynes. When the CI told Elected Official B that a meeting with Judge Tynes was important to him, Elected Official B offered to call Judge Tynes that night. Later in the

conversation, Elected Official B offered to call Judge Tynes right then and there. Elected Official B then called and spoke to Judge Tynes to set up a meeting with the CI. After ending his/her call with Judge Tynes, Elected Official B admitted to the CI that he/she only told him about his/her close personal relationship with Judge Tynes because Elected Official B was trying to help him:

ELECTED OFFICIAL B: You see, I don't let everybody know what my associations with people. Nobody in the- in the world would believe that Thomasine's like family to me. I've never told anyone but you... And I only told you because I thought it would be beneficial to you.

Elected Official B then suggested to the CI that they would want privacy for their meeting with Judge Tynes.

The CI Meets Judge Tynes

Less than one month later -- and after one additional cash payment from the CI -- Elected Official B arranged an afternoon meeting with Judge Tynes at the Judge's Traffic Court office, which Elected Official B also attended. The purpose of the meeting was to introduce the CI to Judge Tynes so he could pitch his idea of a collections contract for the court. This initial conversation was general in nature and included discussions regarding personal matters, and also was interrupted several times by court business that Judge Tynes had to attend to during their meeting. At one point, Judge Tynes mentioned Traffic Court's problems with collecting revenue, and the CI told her about his collection contract idea, but he was interrupted by court business. Later, the Judge asked the CI to tell her more about his proposal. She then informed him that the Traffic Court administrative judge had his own ideas about ways to increase revenue to the Traffic Court, including an idea about a program allowing debtors to use their debit card to pay traffic fines. The CI then discussed Judge Tynes's post-retirement plans with her and

offered her advice and help with financing her plans. At the end of the meeting, the CI and Judge Tynes agreed to meet again to continue their discussions about the collections contract.

The CI And Judge Tynes Have Their First Private Meeting

Two weeks later, the CI had a lunch meeting alone with Judge Tynes. Immediately after meeting and exchanging pleasantries, the two joked about making money:

THOMASINE TYNES: He says to me, people always say to me that I look different than other women. I says, well because I dress every day. I don't wear stuff like I'm going to the park. I never do.

CI: We're not going to the park, right? We're trying to go to the bank. Thank you.

[both laughing]

THOMASINE TYNES: Dealing with the greens.

Ironically, the CI then advised Judge Tynes to “cover yourself” by filing her annual financial disclosures reports in full and on time. Judge Tynes proceeded to share more inside information with the CI regarding the Traffic Court administrative judge's plans to increase revenue and what the collections system was at that time. Judge Tynes offered to introduce the CI to the administrative judge and a senior court administrator and set up a meeting so the CI could pitch his proposal. She then began to discuss again her post-retirement plans. The CI told Judge Tynes that she would need a “funding source” for her planned projects, at which point he again pitched his plan and the amount of money that his client would be able to collect on behalf of the Traffic Court. Judge Tynes told the CI that the administrative judge would be interested if she proposed a collections contract to him, and once again offered to talk to him:

THOMASINE TYNES: But I will talk to him today when I go in. I'll tell him that you guys can meet.

CI: That'd be fantastic. And you'd be there as well, right?

THOMASINE TYNES: Yeah.

...

CI: I really hope that we can get you on our team, to be able to not just work with me as being our sponsor, but truly to look at this as something that will change the financial landscape of that particular entity.

THOMASINE TYNES: Well I'll look for him today when I go back to the office. You know, I'll talk to [the administrative judge]. He's accessible to me all the time. I say I want to see you today 2:00, and he'll say okay. And I'll walk into his office and knock on the door and he'll say, come on in Thomasine.

Judge Tynes then offered to get the CI "all the information today I want" to assist the CI in his effort to formulate a successful proposal for the administrative judge. The CI then was more direct in telling Judge Tynes that he would "remember" her if she helped him obtain the contract:

CI: And, for me, with this piece, 'cause [Elected Official B] and I, we've talked a little bit, you and I, we've talked a little bit, I see an opportunity here. Huge opportunity. And at the end of the day, I remember those who helped, you know?

THOMASINE TYNES: Yeah, of course.

CI: I'd like you to keep that in mind.

THOMASINE TYNES: I will.

At the end of their lunch meeting, Judge Tynes repeated her plan to talk to the administrative judge that afternoon about the CI and his proposal, and promised to call the CI later on that evening to report back.

Three days later, Judge Tynes called the CI and told him that she had spoken with the Traffic Court administrative judge about the collections contract. She advised the CI that the administrative judge wanted a written proposal to consider, but that there may already be a collections contract with another entity.

The CI Gives Judge Tynes A \$2,000 Tiffany & Co. Bracelet

Almost two months later, the CI and Judge Tynes had another lunch meeting.² After sitting down, the CI and Judge Tynes toasted “to our plans for the future.” The CI then gave Judge Tynes a gift: a sterling silver bracelet with personalized charms that he had purchased for over \$2,000 at the Tiffany & Co. store on Walnut Street in Philadelphia. The CI made clear why he was giving the bracelet to Judge Tynes: “And I brought you a little token of our appreciation for helping us negotiate this Traffic Court contract.” Judge Tynes was “ecstatic” to receive the “gorgeous” gift, which was packaged in the distinct Tiffany box and bag.

Fifteen minutes after giving her a \$2,000 bracelet, the CI told Judge Tynes that, as she was helping him and his clients with the Traffic Court collections contract, he would “be helpful” to her and her post-retirement plans. In response, Judge Tynes mentioned that the administrative judge was hosting an event that night, which provided a “good chance” for them to talk: “Tonight is a good chance because I talked to him about you, about some ideas for the court and he says, okay. He’s interested very much.” The CI then asked Judge Tynes for advice on how to approach the administrative judge with his proposal. Judge Tynes gave the CI her insight into the administrative judge and what he would want to hear in a proposal, including inside information regarding the administrative judge being unhappy with the Traffic Court’s computer system: “I want you to know that. He told me that.”

Later in the conversation, the CI told Judge Tynes that she would share in the benefits if his client obtained the contract:

CI: This is the other thing I mean. It’s just us here at the table. There’s nobody else here. You would be seen as – I mean, I don’t want to use the word partner but I would certainly use the word consultant.

THOMASINE TYNES: Umm-hmm.

² This meeting between the CI and Judge Tynes occurred 70 days after her birthday.

CI: And we would count you in as an equal. This is just you and I.

THOMASINE TYNES: Umm-hmm, I understand.

CI: And honestly, the revenues that we can bring in from this, close to \$50,000 a month, at least. Our take would be whatever, whatever we agree upon, but at the end of the day, I'm looking forward to like helping you with other projects, you know. And part of getting other projects funded is being able to have a funding source. You see what I'm saying?

THOMASINE TYNES: Umm-hmm.

CI: We leverage the Traffic Court contract. We can do all kind of things. We could set it up so that you never have to work a day in your life.

Judge Tynes then told the CI that she would meet with the administrative judge before his event that night. After the CI repeated all that his (fictitious) client could do, he told Judge Tynes to "let [the administrative judge] know that we will take care of him." Judge Tynes responded, "I will tell him, definitely." The CI then made a simple toast, which Judge Tynes reciprocated:

CI: To making some money together.

THOMASINE TYNES: To making money.

Judge Tynes then remarked that she "can't wait until we get started" on the contract and their other plans for her future.

At the end of their meeting, the CI told Judge Tynes that "we have some clients from time to time. They may have some Traffic Court issues." Judge Tynes immediately replied, "Just call me. I'll deal with them." The two then agreed to keep their conversations and plans secret – even from Elected Official B, who introduced them. That secrecy agreement also applied to the bracelet: Judge Tynes told the CI that she would tell anyone who inquired about the bracelet that she received it from a "secret admirer" to hide the true source of the gift.

Judge Tynes Introduces The CI To The Administrative Judge

That night, the CI and Judge Tynes attended an event that the administrative judge was hosting. During the event, Judge Tynes introduced the CI to the administrative judge, but the CI

did not have an opportunity to discuss his plans or proposals for a collections contract with Traffic Court at that time.

Judge Tynes Acknowledges The Gift

More than three months after the CI gave the bracelet to Judge Tynes – and after she had testified before a federal grand jury investigating corruption at the Traffic Court – the Judge called the CI about the bracelet. She mentioned “all this craziness that’s going on here,” which was in reference to the federal investigation, and that she was trying to find him so she could write him a check for the cost of the bracelet. She said that she did not want it to appear that it was given for something else, even though she directly admitted that “it could be that.” Later in the conversation, Judge Tynes continued to provide inside information to the CI regarding the status of the Traffic Court’s collections efforts, but the judge then claimed that she was “not privy of this kind of stuff,” just as she had testified before the federal grand jury.

Judge Tynes never returned the Tiffany & Co. bracelet to the CI. She never gave him a check in return for the bracelet. And she never listed that bracelet as a gift in her Statement of Financial Interest for the year 2011, the year in which the CI gave her the \$2,000 bracelet. Judge Tynes also never filed a Statement of Financial Interest in 2012, her last year on the bench as a Traffic Court judge.

In interviews with the Philadelphia *Inquirer* for articles that were published on March 16 and 18, 2014, Judge Tynes was confronted with allegations that she took a bracelet from the CI. Although she acknowledged meeting with the CI and discussing a collections contract with him, Judge Tynes presented various contradictory – and false – explanations about those meetings and the bracelet. She claimed that she met the CI only twice, and that the first meeting was over lunch with Elected Official B. Judge Tynes then claimed that the second meeting with the CI

was on her birthday, and it was on this day that the CI gave her the bracelet. She claimed in her interview that, at first, she thought it was an inexpensive trinket, but she later took it to the Tiffany & Co. store on Walnut Street in Philadelphia and had it appraised. According to the *Inquirer*, she then “provided a series of evolving accounts of what she did with the bracelet.” Initially, she said that about five months after receiving the bracelet, she mailed it back to the CI. Later, Tynes, through her attorney, told the *Inquirer* that she had obtained cashier’s checks to pay back the CI but could not find his address. The lawyer also said that Tynes lost track of the bracelet and did not know where it was. Days later, Tynes told the *Inquirer* that she “recently found it in her safe deposit box.” Tynes also claimed that she never wore the bracelet, and that she would not know the CI “from a can of paint.”

RECOMENDATION OF CHARGES

Based on the evidence we have obtained and considered, which establishes a prima facie case, we, the members of the 27th Investigating Grand Jury, recommend that the District Attorney or his designee, institute criminal proceedings against Thomasine Tynes with the listed offenses based upon activities described in the presentment:

Criminal conspiracy, 18 Pa.C.S. § 903 (F-3)

Bribery in official and political matters, 18 Pa.C.S. § 4701 (F-3)

Conflict of interest, 65 Pa.C.S. § 1103 (F)

Failure to make required disclosures in statement of financial interests,
65 Pa.C.S. § 1105 (M)

Failure to file statement of financial interests, 65 Pa.C.S. § 1104 (M)