

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO**

UNITED STATES OF AMERICA,
Plaintiff,

v.

[1] RAMON ORTA RODRIGUEZ,
Counts: 1-6, 8-23, 47
[2] EDGARDO VAZQUEZ MORALES,
Counts: 1, 2, 5, 6, 19-23
[3] OSCAR RODRIGUEZ TORRES,
Counts: 1, 2, 8-18, 23-28, 30-34, 37-39, 47
[4] MIGUEL SOSA SUAREZ,
Counts: 1, 2, 8-18, 23, 24, 27, 29, 34, 40-43,
47-50
**[5] IRVING RIQUEL TORRES
RODRIGUEZ,**
Counts: 1, 2, 8-18, 23, 30-33, 44-46
[6] CECILIA AMADOR LOPEZ,
Counts: 1, 2, 8-18
[7] JUAN CARLOS ORTIZ NIEVES,
Counts: 7, 35-36

Defendants.

INDICTMENT

CRIMINAL NO. 17- 371(PAD)

CRIMINAL VIOLATIONS:
18 U.S.C. § 371, 641, 666(a)(1)(A),
666(a)(1)(B), 666(a)(2), 1028A, 1341, 1343,
1956(h), 1957

**FIFTY COUNTS &
FORFEITURE ALLEGATIONS**

2017 JUN 20 PM 1:39
U.S. DISTRICT COURT
SAN JUAN, PUERTO RICO

INDICTMENT

THE GRAND JURY CHARGES:

INTRODUCTION

At all times material to this Indictment:

PUERTO RICO DEPARTMENT OF SPORTS AND RECREATION

1. The Puerto Rico Departamento de Recreación y Deportes ("Department of Recreation and Sports") (hereinafter "PR DRD") was a government agency, as that term is defined by Title 18 U.S.C. § 666(d)(2), and was a department and subdivision of the government of the

Commonwealth of Puerto Rico.

2. PR DRD received federal assistance in excess of \$10,000 during the one-year periods beginning in January 2013, 2014, 2015 and 2016.
3. Defendant [1] **RAMON ORTA RODRIGUEZ** was the Secretary of the PR DRD from in or about January 2013 to in or about December 2016.
4. As the Secretary of the PR DRD, Defendant [1] **RAMON ORTA RODRIGUEZ** was an agent, as that term is defined by 18 U.S.C. § 666(d)(1), of the PR DRD and was authorized to act on behalf of the PR DRD.
5. Defendant [2] **EDGARDO VAZQUEZ MORALES** was the Special Assistant to the Secretary of the PR DRD from in or about January 2013 to in or about December 2016.
6. As a Special Assistant to the Secretary of the PR DRD, Defendant [2] **EDGARDO VAZQUEZ MORALES** was an agent, as that term is defined by 18 U.S.C. § 666(d)(1), of the PR DRD and was authorized to act on behalf of the PR DRD.
7. On or about January 30, 2013, [1] **RAMON ORTA RODRIGUEZ**, as the Secretary of PR DRD, awarded a professional services contract to [4] **MIGUEL SOSA SUAREZ** for fiscal and accounting consulting. The contract was for forty-five thousand dollars (\$45,000) and expired on June 30, 2013.
8. On or about April 17, 2013, [1] **RAMON ORTA RODRIGUEZ**, as the Secretary of PR DRD, awarded a professional services contract to [5] **IRVING RIQUEL TORRES RODRIGUEZ** for proposal consulting. The contract was for eleven thousand seven hundred dollars (\$11,700) and expired on June 30, 2013.
9. From in or about 2013 to in or about 2016, [1] **RAMON ORTA RODRIGUEZ**, as

Secretary of PR DRD, awarded contracts totaling ten million five hundred ten thousand four hundred sixty dollars (\$10,510,460) to Rosso Group, Inc. (hereinafter "Rosso").

10. On or about November 23, 2015, [1] **RAMON ORTA RODRIGUEZ**, as Secretary of PR DRD, executed a lease agreement with Estate A for PR DRD to pay fourteen thousand five hundred dollars (\$14,500) per month for the use of certain property in Guayama, Puerto Rico.

PUERTO RICO DEPARTMENT OF EDUCATION

11. The Departamento de Educación de Puerto Rico ("Puerto Rico Department of Education") (hereinafter "PR DOE") was organized under Article V, section 6 of the Constitution of the Commonwealth of Puerto Rico. The PR DOE is responsible for the planning and administration of all public elementary, secondary and some post-secondary education throughout Puerto Rico.
12. The PR DOE administers various federal financial assistance programs funded by the United States Department of Education (hereinafter "US ED") intended for students in public and private schools. The PR DOE receives funds under the Title I, Part A (commonly known as "Title I funds") of the Elementary and Secondary Education Act of 1965, as amended (ESEA) to provide financial assistance to local education agencies and schools with high numbers or high percentages of children from low-income families to help ensure that all children meet challenging state academic standards.
13. The PR DOE was permitted to use the Title I funds allocated to them to pay for, among other things, educational projects to carry out its mission following federal and state policies and regulations.

14. Within the PR DOE, the Unidad de Adjudicacion de Fondos y Planes de Trabajo (“Adjudication of Funds and Work Plans Unit”) operated a web-based platform known as the “UPT System,” which was utilized to submit, evaluate, and approve work plans to be funded by the US ED.
15. In order to submit a work plan through the UPT System, an applicant was required to register a user name and password. The user profile information includes the name of the requestor, name of the PR DOE unit or government entity, and a valid email account.
16. The UPT System generated an email with a confirmation code sent to the email account provided by the requestor. The requestor finalized the registration process by entering the confirmation information in the UPT System.
17. Once registered, the requestor submitted a work plan and uploaded supporting documents for review by the PR DOE.
18. The servers operating the PR DOE’s UPT System were located only in Puerto Rico.

HOUSING AND URBAN DEVELOPMENT PROJECTS

19. Pursuant to 42 U.S.C. § 1437g(e), the United States Department of Housing and Urban Development (hereinafter “US HUD”) established a Public Housing Operating Fund for the purpose of making assistance available to public housing agencies (hereinafter “PHAs”) for the operation and management of public housing.
20. PHAs used operating funds for operating and management costs, including administration, routine maintenance, anti-crime and anti-drug activities, resident participation in management, insurance costs, energy costs, and costs, as appropriate, related to the operation and management of mixed finance projects and repayment of debt service to

finance rehabilitation and development of public housing units.

21. US HUD funds from the Public Housing Operating Fund were distributed to the Puerto Rico Public Housing Authority (also known as “Administracion de Vivienda Publica” or “AVP” and hereinafter “PRPHA”).
22. On or about February 26, 2015, the PRPHA approved a proposal submitted by the PR DRD entitled Voces de la Juventud (“Voices of the Youth” hereinafter “Voces”) which was to be incorporated as part of the Vivienda en Accion Covenant (“Housing in Action”) which had been previously entered by the parties on or about August 14, 2014.
23. On or about July 31, 2015, PRPHA approved a renewal of the PR DRD covenant for Vivienda en Accion (“Housing in Action”) which included funding for Voces.
24. Voces was a project that trained public housing residents in media communications and television production. Voces included the production of a television show that was titled Vivienda en Accion (hereinafter “VEA”).
25. VEA was a television show detailing different activities in the public housing units in Puerto Rico.

ROSSO GROUP, INC.

26. Rosso Group, Inc. (“Rosso”) was a domestic for-profit corporation organized under the laws of Puerto Rico on or about February 8, 2013.
27. Rosso was created to fund projects awarded by [1] **RAMON ORTA RODRIGUEZ** as secretary of the PR DRD.
28. Defendant [3] **OSCAR RODRIGUEZ TORRES** was the Incorporator, President, Secretary, Treasurer, and sole owner of Rosso Group.

29. **[3] OSCAR RODRIGUEZ TORRES** controlled and operated the following bank accounts:

- a. Account XXXXX6498 under Rosso Group Inc. at Banco Popular de Puerto Rico (hereinafter "BPPR");
- b. Account XXXXX3665 under Rosso Group Inc. Voces de la Juventud at BPPR;
- c. Account XXXXX8129 under Rosso Group Inc. at Cooperativa de Ahorro y Credito de Maunabo (hereinafter "MaunaCoop");
- d. Account XXXXX6996 under Oscar E. Rodriguez Torres at BPPR.

GLOBAL SPORTS INITIATIVE, LLC.

30. Global Sports Initiative, LLC ("Global") was a domestic non-profit limited liability company organized under the laws of Puerto Rico on or about August 29, 2014.

31. Defendant **[4] MIGUEL SOSA SUAREZ** was the authorized officer that organized Global as a limited liability company.

32. Global was initially funded by a three hundred thousand dollar (\$300,000) deposit from Rosso.

33. Global was engaged in managing, organizing, and promoting boxing events in Puerto Rico and elsewhere.

34. **[4] MIGUEL SOSA SUAREZ** controlled and operated the following bank and investment accounts:

- a. Account XXXXX0151 under Global Sports Initiative LLC at BPPR;
- b. Account XXXXX2367 under Global Sports Initiative LLC Cuenta Donativos at BPPR;

- c. Account XXXXX4031 under Miguel A. Sosa Suarez at BPPR;
- d. Account XXXXX2370 under Miguel A. Sosa Suarez at BPPR;
- e. Account XXXXX6282 under Miguel A. Sosa Suarez at FirstBank Puerto Rico (hereinafter "FirstBank");
- f. Account XXXXX8296 under Miguel A. Sosa Suarez at Popular Securities Inc. (hereinafter "Popular Securities");
- g. Account XXXXX1989 under Company A at BPPR.

ADMINISTRATIVE, ENVIRONMENTAL AND SPORTS CONSULTANTS CORP.

35. Administrative, Environmental and Sports Consultants Corp. ("AESC") was a domestic for-profit corporation organized under the laws of Puerto Rico on or about January 28, 2009.
36. Defendant [5] **IRVING RIQUEL TORRES RODRIGUEZ** was the president and treasurer of AESC in or about 2010-2012 and in or about 2015.
37. Defendant [5] **IRVING RIQUEL TORRES RODRIGUEZ** married Defendant [6] **CECILIA AMADOR LOPEZ** on or about April 5, 2014.
38. [5] **IRVING RIQUEL TORRES RODRIGUEZ** controlled and operated the following bank and investment accounts:
- a. Account XXXXX5329 under AESC at BPPR;
 - b. Account XXXXX0950 under AESC at Popular Securities;
 - c. Account XXXXX1509 under Irving R. Torres at BPPR;
 - d. Account XXXXX5956 under Irving R. Torres at Popular Securities;

SPORTS CONSULTANTS INC.

39. Sports Consultants Inc. (“Sports Consultants”) was a domestic for-profit corporation organized under the laws of Puerto Rico on or about January 12, 2016.

40. Defendant [7] **JUAN CARLOS ORTIZ NIEVES** was the incorporator and owner of Sports Consultants.

41. [7] **JUAN CARLOS ORTIZ NIEVES** controlled and operated the following bank account for Sports Consultants:

- a. Account XXXXX3467 under Sports Consultants LLC at BPPR.

ESTATE A

42. Estate A is an estate with multiple members, including Defendant [7] **JUAN CARLOS ORTIZ NIEVES**, which owns certain property in Guayama, Puerto Rico.

43. In or about 2015, [7] **JUAN CARLOS ORTIZ NIEVES** negotiated a lease agreement on behalf of Estate A for the PR DRD to utilize a portion of the land and building as a sports and recreation facility.

44. A portion of the proceeds from the lease were transferred, at [7] **JUAN CARLOS ORTIZ NIEVES**’ direction, from the bank account of Estate A to the bank account of Sports Consultants.

ADDITIONAL ENTITIES

45. The Puerto Rico Departamento de Hacienda (“Department of Treasury” hereinafter “Hacienda”) is a governmental agency responsible for administering the finances for the Commonwealth of Puerto Rico and executing monetary transactions on behalf of government agencies, including but not limited to, PR DOE and PRDRD.

46. BPPR, FirstBank, and Banco Santander Puerto Rico (“Santander”) were insured depository institutions as defined in section 3(c)(2) of the Federal Deposit Insurance Act. See 18 U.S.C. § 20.
47. Popular Securities was a subsidiary of Popular Inc., affiliated with BPPR, and provided investment products and brokerage services in Puerto Rico.
48. MaunaCoop was a savings and credit cooperative organized under Puerto Rico law to provide individuals and companies with financial services.
49. Google was a for-profit corporation with headquarters in Mountain View, California that operated electronic mail services, known as Gmail, via servers located outside of Puerto Rico.
50. Yahoo! Inc. was a for-profit corporation with headquarters in Sunnyvale, California that operated electronic mail services via servers located outside of Puerto Rico.

SUBMISSION OF WORK PLANS VIA THE UPT SYSTEM

51. On or about February 26, 2013, an account was created with the PR DOE’s UPT System using the username “DRDeportes”, the email account “drdestatal@gmail.com”, and the requestor name “Ramon Orta Rodriguez”.
52. On or about April 2, 2013, a work plan was submitted to the PR DOE via the UPT System with the title Verano Saludable: Desarrollo de destrezas academicas y estilos de vida saludables (“Verano Saludable” or “Healthy Summer”).
53. On or about April 2, 2013, a work plan was submitted to the PR DOE via the UPT System with the title Generacion Saludable: Un Proyecto para desarrollo de destrezas academicas y estilos de vida sanos (“Generacion Saludable” or “Healthy Generation” also known as

“Aprendo Saludable”).

54. On or about April 2, 2013, a work plan was submitted to the PR DOE via the UPT System with the title Integracion del Deporte y el Olimpismo en la Ensananza de las Matematicas en Contexto (“Matematicas en Contexto” or “Math in Context”).
55. On or about April 3, 2013, a work plan was submitted to the PR DOE via the UPT System with the title Escuela Solidaria: Escuela de Todos y Para Todos; Un programa de desarrollo profesional para el desarrollo de escuela (“Escuela Solidaria” or “School Solidarity”).
56. On or about April 5, 2013, a work plan was submitted to the PR DOE via the UPT System with the title Desarrollo para Todo: Un programa para la atencion integra de los estudiantes de educacion especial en horario extendido (“Desarrollo para Todo” or “Development for All”).
57. The Healthy Summer, Healthy Generation, Math in Context, School Solidarity, and Development for All work plans were submitted to the PR DOE via the UPT System using the username “DRDeportes”, the email account “drdestatal@gmail.com”, and the requestor name “Ramon Orta Rodriguez”.

COVENANTS (“COVENIOS”) BETWEEN PR DOE AND PR DRD

58. PR DOE entered into the following covenants with PR DRD:
 - a. Covenant 2013-AF0359, dated June 21, 2013, in the amount of \$4,320,000 to provide educational services to students and other activities. The covenant was signed upon the approval of the Plan de Trabajo (Work Plan) #13-26 “Verano Saludable: Un Proyecto para Desarrollo de Destrezas Académicas y Estilos de Vida” submitted by PR DRD to PR DOE.

- b. Covenant 2014-AF0247, dated March 6, 2014, in the amount of \$3,998,700 to provide educational services to students. The covenant was signed upon the approval of the Plan de Trabajo #14-10 “Generación Saludable: Un proyecto para el desarrollo de destrezas académicas y estilos de vida sanos” submitted by PR DRD to PR DOE.
 - c. Covenant 2014-AF0296, dated May 5, 2014, in the amount \$1,000,000 to provide training to Math teachers. The covenant was signed upon the approval of the Plan de Trabajo #14-11 “Integración del deporte y el olimpismo en la enseñanza de las Matemáticas en contexto” submitted by PR DRD to PR DOE.
59. Covenant 2013-AF0359, 2014-AF0247, and 2014-AF0296 were funded with US ED funds under the Title I, Part A, of the Elementary and Secondary Education Act of 1965.
60. Covenant 2013-AF0359, 2014-AF0247, and 2014-AF0296 include a clause stating that PR DRD could not subcontract the services stipulated in the covenant. PR DRD could only contract personnel to assist in carrying out the services to be provided by PR DRD.
61. The “Plan de Trabajo” for Covenant 2013-AF0359, 2014-AF0247, and 2014-AF0296 establishes, among other things, that any contracting performed by PR DRD to fulfill the projects needed to follow a request for proposals/bids process as required by the “Guia Para La Selección De Servicios Profesionales Sufragados Con Fondos Federales” (“Guide for the Selection of Professional Services Funded with Federal Funds”).

CONTRACTS BETWEEN PR DRD AND ROSSO RE: EDUCATION FUNDS

62. PR DRD entered into the following contracts with Rosso:

- a. Contract 2014-000007, dated July 3, 2013, in the amount of \$3,564,000 to develop the “VERANO SALUDABLE” project providing educational services to students and other activities.
 - b. Contract 2014-001189, dated March 13, 2014, in the amount of \$3,198,960 to develop the “APRENDO SALUDABLE” project providing educational services to students and other activities.
 - c. Contract 2014-001362, dated June 20, 2014, in the amount of \$924,500 to develop the “Matematicas en Contexto” project providing training to math teachers.
63. Contract 2014-000007, 2014-001189, and 2014-001362 were signed and executed by [1] **RAMON ORTA RODRIGUEZ** and [3] **OSCAR RODRIGUEZ TORRES**.
64. The services to be provided by Rosso to PR DRD under Contract 2014-000007 are the same services included in Covenant 2013-AF0359 between PR DOE and PR DRD.
65. The services to be provided by Rosso to PR DRD under Contract 2014-001189 are the same services included in Covenant 2014-AF0247 between PR DOE and PR DRD.
66. The services to be provided by Rosso to PR DRD under Contract 2014-001362 are the same services included in Covenant 2014-AF0296 between PR DOE and PR DRD.

CONTRACTS BETWEEN PR DRD AND PRPHA

67. PR DRD entered into the following covenants with PRPHA:
- a. Covenant 2015-000007-A, dated February 26, 2015, in the amount of \$1,500,000 to train public housing residents in media communications and television production. The covenant was signed upon the approval of the Plan de Trabajo “Voces de la Juventud,” a project that was submitted by PR DRD to PRPHA.

- b. Covenant 2016-000052, dated July 31, 2015, in the amount of \$10,647,500 to provide various services to 303 public housing developments. The contract was signed upon the approval of the Plan de Trabajo "Vivenda en Accion," a project that was submitted by PR DRD to PRPHA and included the component Voces de la Juventud.
- c. Covenant 2017-000011, dated July 21, 2016, in the amount of \$10,661,600 to provide various services to 302 public housing developments. The contract was signed upon the approval of the Plan de Trabajo "Vivenda en Accion," a project that was submitted by PR DRD to PRPHA and included the component Voces de la Juventud.
- d. Covenants 2015-000007-A, 2016-000052, and 2017-000011 required that any sub-contracting of specialized services needed to follow the procedures established by Puerto Rico law and US HUD regulations.
- e. Covenants 2015-000007-A, 2016-000052, and 2017-000011 were funded with US HUD's Public Housing Operating Fund.

68. Covenants 2015-000007-A, 2016-000052, and 2017-000011 were signed by [1] **RAMON ORTA RODRIGUEZ** as Secretary of PR DRD.

CONTRACTS BETWEEN PR DRD AND ROSSO RE: HOUSING FUNDS

69. PR DRD entered into the following contracts with Rosso:

- a. Contract 2015-001213, dated March 18, 2015, in the amount of \$1,413,000 to develop the component of Voces de la Juventud project to provide training to public housing residents in media communications and television production.

b. Contract 2016-001015, dated November 5, 2015, in the amount of \$1,410,000 to develop the component of Voces de la Juventud project to provide training to public housing residents in media communications and television production. Contract 2016-001015 was amended on or about March 30, 2016, under contract 2016-001015-A to change the amounts of the budgeted line item amounts.

70. Contract 2015-001213 and 2016-001015 were signed and executed by a PR DRD representative and [3] **OSCAR RODRIGUEZ TORRES**.

71. Contract 2016-001015-A was signed and executed by by [1] **RAMON ORTA RODRIGUEZ** and [3] **OSCAR RODRIGUEZ TORRES**.

PAYMENTS

72. Pursuant to the contracts reached between PR DRD and Rosso, on or about the following dates, the following payments totaling approximately eight million seven hundred sixty seven thousand four hundred forty-six dollars and fifty-two cents (\$8,767,446.52) were made by the Hacienda, on behalf of PR DRD, to Rosso:

Deposit Account	Date	Check No.	Amount
XXXXXX6498	October 4, 2013	03032659	\$ 1,544,637.60
XXXXXX6498	December 19, 2013	03061619	1,965,902.40
XXXXXX6498	August 18, 2014	03157694	2,927,048.40
XXXXXX3665	August 6, 2015	03293549	25,657.95
XXXXXX3665	August 24, 2015	03302523	58,786.06
XXXXXX3665	September 30, 2015	03315238	686,185.95
XXXXXX3665	September 30, 2015	03315237	120,121.20
XXXXXX3665	October 9, 2015	03319599	135,201.23
XXXXXX3665	November 2, 2015	03323172	56,926.25
XXXXXX8129	March 4, 2016	03370667	45,980.82
XXXXXX8129	April 29, 2016	00008203	41,048.80
XXXXXX8129	April 29, 2016	00008204	42,627.60
XXXXXX8129	April 29, 2016	00008200	41,048.80

XXXXXX8129	April 29, 2016	00008199	41,048.80
XXXXXX8129	April 29, 2016	00008201	41,048.80
XXXXXX8129	April 29, 2016	00008202	6,669.66
XXXXXX8129	April 29, 2016	00008205	7,486.91
XXXXXX8129	May 31, 2016	00026227	8,100.00
XXXXXX8129	May 31, 2016	00026231	8,400.00
XXXXXX8129	May 31, 2016	00026230	8,400.00
XXXXXX8129	May 31, 2016	00026229	8,400.00
XXXXXX8129	May 31, 2016	00026228	7,890.00
XXXXXX6498	June 29, 2016	00039977	41,048.80
XXXXXX6498	June 29, 2016	00039978	41,048.80
XXXXXX6498	June 29, 2016	00039975	41,048.80
XXXXXX6498	June 29, 2016	00039976	41,048.80
XXXXXX8129	July 12, 2016	00044875	6,300.00
XXXXXX8129	July 12, 2016	00046901	16,800.00
XXXXXX8129	July 12, 2016	00044876	8,300.00
XXXXXX8129	July 12, 2016	00046900	10,500.00
XXXXXX8129	July 12, 2016	00046902	10,200.00
XXXXXX8129	July 12, 2016	00046449	10,500.00
XXXXXX8129	July 12, 2016	00044877	8,200.00
XXXXXX8129	July 12, 2016	00044874	36,357.13
XXXXXX6498	August 12, 2016	00056557	41,048.80
XXXXXX6498	August 12, 2016	00056558	12,400.00
XXXXXX6498	August 12, 2016	00056555	41,048.80
XXXXXX6498	August 12, 2016	00056556	41,048.80
XXXXXX6498	August 12, 2016	00056552	41,048.80
XXXXXX6498	August 12, 2016	00056553	41,048.80
XXXXXX8129	August 29, 2016	00060881	8,400.00
XXXXXX8129	August 29, 2016	00060880	8,400.00
XXXXXX8129	August 29, 2016	00060882	6,300.00
XXXXXX8129	August 30, 2016	00062459	41,048.80
XXXXXX8129	August 30, 2016	00062457	41,048.80
XXXXXX8129	August 30, 2016	00062458	41,048.80
XXXXXX8129	August 30, 2016	00062461	41,048.80
XXXXXX8129	August 30, 2016	00062460	41,048.80
XXXXXX8129	September 13, 2016	00063638	8,730.00
XXXXXX8129	September 13, 2016	00066192	10,054.25
XXXXXX8129	September 13, 2016	00066195	9,347.00
XXXXXX8129	September 13, 2016	00066194	11,300.00

XXXXX8129	September 13, 2016	00066193	11,798.00
XXXXX8129	September 28, 2016	00069084	14,353.03
XXXXX8129	September 28, 2016	00071603	12,917.28
XXXXX8129	September 28, 2016	00069085	15,310.00
XXXXX8129	September 28, 2016	00071602	12,381.94
XXXXX6498	October 25, 2016	00079315	42,448.82
XXXXX6498	October 25, 2016	00079314	72,848.64
Total			\$ 8,767,446.52

COUNT ONE
(Conspiracy to Commit an Offense Against the United States)
18 U.S.C. § 371

73. Paragraphs 1-72 are hereby re-alleged as if set forth herein.

74. From on or about November 2012 to in or about December 2016, in the District of Puerto Rico and within the jurisdiction of this Honorable Court,

[1] RAMON ORTA RODRIGUEZ,
[2] EDGARDO VAZQUEZ MORALES,
[3] OSCAR RODRIGUEZ TORRES,
[4] MIGUEL SOSA SUAREZ,
[5] IRVING RIQUEL TORRES RODRIGUEZ, and
[6] CECILIA AMADOR LOPEZ

defendants herein, did knowingly and willfully conspire, combine, confederate, and agree with each other and with other individuals known and unknown to the Grand Jury, to commit an offense against the United States, to wit: theft and conversion of government money and property in violation of 18 U.S.C. § 641.

PURPOSE OF THE CONSPIRACY

75. The purpose of the conspiracy was for the defendants to utilize the public officials' positions within the government of the Commonwealth of Puerto Rico to benefit and enrich themselves and steal and convert to the use of another federal funds of the United States.

MANNERS AND MEANS OF THE CONSPIRACY

76. [1] **RAMON ORTA RODRIGUEZ** utilized his position as Secretary of PR DRD to solicit federal funds from the PR DOE and PRPHA based on material misrepresentations regarding PR DRD's ability to perform the activities and the scope of the activities subject to the proposals.
77. [1] **RAMON ORTA RODRIGUEZ** entered into contracts between PR DRD and Rosso, without Rosso entering into a competitive bidding process or evaluation process, for services to be rendered pursuant to covenants with the PR DOE and PRPHA.
78. [1] **RAMON ORTA RODRIGUEZ** obtained net proceeds for PR DRD in the amount of the difference between the Aprendo Saludable covenant reached with PR DOE and the contract reached with Rosso. The net proceeds converted to the use of PR DRD, were not returned to PR DOE, and were utilized for purposes outside of the scope of the covenant.
79. [1] **RAMON ORTA RODRIGUEZ** obtained services for the benefit of PR DRD that were paid through funds from PR HUD despite the fact that the covenant between PR DRD and PRPHA did not authorize the payment for such services.
80. The PR DRD contracts awarded to Rosso were inflated to provide net proceeds to Rosso which were distributed amongst co-conspirators.
81. Members of the conspiracy received payments from federal funds to which they were not entitled.
82. Federal funds fraudulently obtained by members of the conspiracy were utilized for business ventures, travel, and to make purchases for political campaigns and political parties.
83. Members of the conspiracy concealed the manner in which the conspiracy was executed.

84. Members of the conspiracy concealed the nature of monetary transactions involving funds obtained from the conspiracy and failed to report revenue and income to Hacienda.
85. Members of the conspiracy exchanged cash payments, loans, and other benefits to one another.
86. Upon request from [3] **OSCAR RODRIGUEZ TORRES**, [1] **RAMON ORTA RODRIGUEZ** authorized the temporary transfer of employment of [3] **OSCAR RODRIGUEZ TORRES**' wife, A.R.R., from the PR DOE to the PR DRD.
87. Members of the conspiracy divided the proceeds received by Rosso from PR DRD.
88. Proceeds of the conspiracy were utilized to enrich [1] **RAMON ORTA RODRIGUEZ** by providing him cash payments and construction work on [1] **RAMON ORTA RODRIGUEZ**' residence in Guaynabo, Puerto Rico.
89. Proceeds of the conspiracy were utilized to enrich [2] **EDGARDO VAZQUEZ MORALES** by providing him cash payments.
90. Proceeds of the conspiracy were utilized to enrich [4] **MIGUEL SOSA SUAREZ** by providing him cash payments and construction work on [4] **MIGUEL SOSA SUAREZ**' residence in Salinas, Puerto Rico, including but not limited to the installation of a secret underground stash area, commonly referred to as "un clavo," depicted in the following photograph.



91. Members of the conspiracy utilized email and text messages to communicate with each other regarding the conspiracy.

Education Projects

92. Members of the conspiracy met in Puerto Rico after the November 2012 election to discuss how [1] **RAMON ORTA RODRIGUEZ** could obtain the position of Secretary of PR DRD and to devise a scheme to enrich themselves utilizing prospective covenants between PR DRD and the PR DOE.

93. Upon being named Secretary of PR DRD, [1] **RAMON ORTA RODRIGUEZ** agreed with members of the conspiracy to submit multiple work plans for federal funding on behalf of the PR DRD to the PR DOE.
94. Work plans were submitted to the PR DOE on behalf of the PR DRD and were created by co-conspirators that were not employees of PR DRD.
95. Work plans submitted to the PR DOE included project costs in an amount that would net significant proceeds for the PR DRD and members of the conspiracy. Some work plans were rejected by the PR DOE, due to deficiencies in the work plans, including but not limited to the submission of unreasonable project costs.
96. When work plans were approved by the PR DOE, separate covenants were signed between the PR DOE and PR DRD. [1] **RAMON ORTA RODRIGUEZ** signed the covenants as Secretary of the PR DRD.
97. The covenants between the PR DOE and PR DRD signed by [1] **RAMON ORTA RODRIGUEZ** contained material misrepresentations that PR DRD was able to perform the activities subject to the proposals. The PR DRD lacked the personnel to perform the activities subject to the covenants.
98. The covenants between the PR DOE and the PR DRD signed by [1] **RAMON ORTA RODRIGUEZ** contained a clause that prohibited the PR DRD from completely subcontracting the activities subject to the covenant.
99. In violation of the covenants, [1] **RAMON ORTA RODRIGUEZ** signed contracts on behalf of PR DRD with Rosso to provide all of the services required by the covenants with the PR DOE.

100. Members of the conspiracy concealed that Rosso was the provider of the services that PR DRD agreed to perform.
101. Members of the conspiracy prepared and submitted documentation without identifying Rosso as the provider of services so that other members of the conspiracy could submit the documentation to PR DOE without identifying Rosso as the provider of the services.
102. Members of the conspiracy solicited and requested payment from PR DOE to PR DRD for services actually rendered by Rosso.
103. [1] **RAMON ORTA RODRIGUEZ**, as Secretary of PR DRD, subcontracted the services to Rosso at a lower price than PR DRD had contracted to be paid by PR DOE.
104. [1] **RAMON ORTA RODRIGUEZ** intended to obtain net proceeds for PR DRD from the covenants with PR DOE by subcontracting all of the services to Rosso at a lower cost.
105. [1] **RAMON ORTA RODRIGUEZ** obtained approximately seven hundred ninety nine thousand seven hundred forty dollars (\$799,740) for PR DRD from the net proceeds from the Aprendo Saludable project, based on the difference between the three million nine hundred ninety eight thousand seven hundred dollar (\$3,998,700) contract with PR DOE and the three million one hundred ninety eight thousand nine hundred sixty dollar (\$3,198,960) contract with Rosso.
106. [1] **RAMON ORTA RODRIGUEZ** disbursed funds from PR DRD to co-conspirators to operate and promote a boxing endeavor and boxing events through Global.

107. The education contracts awarded by [1] **RAMON ORTA RODRIGUEZ** to Rosso were not subject to competitive bidding or any scrutiny from the PR DOE.

HUD Projects

108. Members of the conspiracy met in Puerto Rico in or about February and March 2015 to discuss the production of television programs for the PR DRD.
109. [1] **RAMON ORTA RODRIGUEZ**, as Secretary of the PR DRD, solicited and obtained federal funding from US HUD via PRPHA to pay for one television program related to activities in public housing programs in Puerto Rico.
110. [1] **RAMON ORTA RODRIGUEZ** directed a television producer, Individual A, to contact [4] **MIGUEL SOSA SUAREZ** regarding the specifics of television productions for PR DRD.
111. [1] **RAMON ORTA RODRIGUEZ** contracted with Rosso for the television production services of one television program related to activities in public housing programs.
112. The contracts awarded by [1] **RAMON ORTA RODRIGUEZ** to Rosso were not subject to competitive bidding or any scrutiny from PRPHA.
113. [4] **MIGUEL SOSA SUAREZ** directed Individual A to provide services for two distinct and separate television programs and to bill Rosso for the totality of the services. The two television programs were 1) VEA and 2) DRD.TV.
114. The DRD.TV program was not included in the covenant between PR DRD and PRPHA.

115. In and about 2015 and 2016, Individual A produced approximately 38 episodes of VEA and approximately 38 episodes of DRD.TV for PR DRD.
116. Individual A received directions regarding the production of the DRD.TV program from personnel at PR DRD.
117. **[4] MIGUEL SOSA SUAREZ** directed Individual A to increase the invoice amount from approximately sixteen thousand seven hundred fifty dollars (\$16,750) to approximately thirty nine thousand four hundred seventy dollars (\$39,470) per episode for both television programs.
118. Individual A sent invoices to personnel of Rosso based on a cost of approximately \$39,470 per episode for both television programs.
119. Rosso personnel would send the inflated invoice to PR DRD so that a payment would be processed.
120. **[4] MIGUEL SOSA SUAREZ** directed Individual A to make payments to **[4] MIGUEL SOSA SUAREZ** in the amount of the difference between the inflated invoice and the actual cost to Individual A to produce the two television programs.
121. In or about 2016, **[3] OSCAR RODRIGUEZ TORRES** directed Individual A to make payments to Rosso rather than **[4] MIGUEL SOSA SUAREZ** in the amount of the difference between the inflated invoice and actual cost to Individual A to produce the two television programs.
122. Upon receipt of payment, Individual A would make a payment to **[4] MIGUEL SOSA SUAREZ** or Rosso for the difference between the actual cost of services and the inflated amount of the invoice.

123. On occasion, PR DRD would request that Individual A produce a live sporting event for PR DRD with the payment to be deducted from the portion of the funds owed to **[4] MIGUEL SOSA SUAREZ** from the inflation of the invoice.

124. With **[4] MIGUEL SOSA SUAREZ'** consent, Individual A provided additional services for those events and received payment by reducing the amount paid to **[4] MIGUEL SOSA SUAREZ** from the inflation of the invoice for the VEA program.

125. By adding the DRD.TV television program and additional events to the services to be rendered by Individual A, PR DRD was able to utilize federal funds from the PRPHA to pay for the DRD.TV television program and other events without receiving any authorization to do so from US HUD or PRPHA.

126. By increasing the invoices submitted by Individual A to Rosso, members of the conspiracy caused the fraudulent submission of invoices for payment with federal funds.

Efforts to Conceal Lack of Competitive Bidding Process

127. Members of the conspiracy took steps to create fake bids and documents containing false information in an attempt to conceal the manner in which **[1] RAMON ORTA RODRIGUEZ** awarded contracts to Rosso.

128. **[1] RAMON ORTA RODRIGUEZ** directed **[2] EDGARDO VAZQUEZ MORALES** to obtain fake proposals to include in PR DRD records to make it appear as if a competitive bidding process had been used when awarding contracts to Rosso.

129. **[2] EDGARDO VAZQUEZ MORALES** utilized project proposals from multiple companies, without their consent, as fake bids. The fake bids did not pertain to the same services as the contracts awarded to Rosso.

130. PR DRD documents were falsified, back dated, and signed by members of the conspiracy in order to make it appear that a competitive bidding process had been used to award contracts to Rosso.
131. No competitive bidding process was used for any contracts awarded by [1] **RAMON ORTA RODRIGUEZ** to Rosso.
132. [2] **EDGARDO VAZQUEZ MORALES** solicited and received payments from [3] **OSCAR RODRIGUEZ TORRES** for the purported solicitation of fake bids from other companies as a part of the scheme to conceal the manner in which [1] **RAMON ORTA RODRIGUEZ** awarded contracts to Rosso.

OVERT ACTS IN FURTHERANCE OF THE CONSPIRACY

In furtherance of the conspiracy and to effect its objects, the following overt acts, among others, were committed in the District of Puerto Rico and elsewhere:

133. In or about November 2012, [1] **RAMON ORTA RODRIGUEZ**, [3] **OSCAR RODRIGUEZ TORRES**, and [4] **MIGUEL SOSA SUAREZ**, met at [3] **OSCAR RODRIGUEZ TORRES**' house in Guayama, Puerto Rico, discussed [1] **RAMON ORTA RODRIGUEZ**'s desire to become Secretary of the PR DRD and discussed the possibility of obtaining federal funds through the PR DOE for projects at the PR DRD.
134. In or about November 2012 to in or about December 2012, [1] **RAMON ORTA RODRIGUEZ**, [3] **OSCAR RODRIGUEZ TORRES**, [4] **MIGUEL SOSA SUAREZ**, [5] **IRVING RIQUEL TORRES RODRIGUEZ** and [6] **CECILIA AMADOR LOPEZ**, met at [5] **IRVING RIQUEL TORRES RODRIGUEZ**'s house in Isla Verde, Puerto Rico to discuss the PR DOE projects.

135. In or about November 2012 to in or about December 2012, [1] **RAMON ORTA RODRIGUEZ** explained to members of the conspiracy that the PR DOE projects would yield a surplus for PR DRD and explained that the surplus was obtained by submitting a proposal to the PR DOE, obtaining approval of the proposal by the PR DOE, administering the program for less than the approved price of the proposal, and obtaining a reimbursement for the approved cost of the proposal.
136. In or about November 2012 to in or about December 2012, [1] **RAMON ORTA RODRIGUEZ**, [3] **OSCAR RODRIGUEZ TORRES**, [4] **MIGUEL SOSA SUAREZ**, [5] **IRVING RIQUEL TORRES RODRIGUEZ** and [6] **CECILIA AMADOR LOPEZ** agreed that [6] **CECILIA AMADOR LOPEZ** would create a proposal for the PR DRD to submit to the PR DOE.
137. In or about November 2012 to in or about December 2012, [1] **RAMON ORTA RODRIGUEZ**, [3] **OSCAR RODRIGUEZ TORRES**, [4] **MIGUEL SOSA SUAREZ**, [5] **IRVING RIQUEL TORRES RODRIGUEZ** and [6] **CECILIA AMADOR LOPEZ** agreed that if the proposal was approved by PR DOE, [5] **IRVING RIQUEL TORRES RODRIGUEZ** and [6] **CECILIA AMADOR LOPEZ** would administer the project, [3] **OSCAR RODRIGUEZ TORRES** would finance the project, and [4] **MIGUEL SOSA SUAREZ** would address the budget and accounting.
138. At the meeting in or about November-December 2012, [3] **OSCAR RODRIGUEZ TORRES**, [4] **MIGUEL SOSA SUAREZ**, and [5] **IRVING RIQUEL TORRES RODRIGUEZ** agreed to split the profits from the project in approximately thirds, thirty-three percent (33%) each.

139. On or about February 8, 2013, Rosso Group was organized as a corporation by [3] **OSCAR RODRIGUEZ TORRES**.
140. On or about February 26, 2013, [6] **CECILIA AMADOR LOPEZ** created an email account with Google with an address of drdestatal@gmail.com
141. On or about February, 26, 2013, drdestatal@gmail.com was utilized by [6] **CECILIA AMADOR LOPEZ** to receive account authentication information from PR DOE and to register with the UPT system.
142. On or about February 12, 2013, [5] **IRVING RIQUEL TORRES RODRIGUEZ** and [6] **CECILIA AMADOR LOPEZ** agreed to use Individual B to submit plans via the UPT system.
143. On or about April 2, 2013, a work plan was created by [6] **CECILIA AMADOR LOPEZ**, signed by [1] **RAMON ORTA RODRIGUEZ**, and submitted to the PR DOE via the UPT System with the title Verano Saludable: Desarrollo de destrezas academicas y estilos de vida saludables ("Verano Saludable" or "Healthy Summer").
144. On or about April 2, 2013, a work plan was created by [6] **CECILIA AMADOR LOPEZ**, signed by [1] **RAMON ORTA RODRIGUEZ**, and submitted to the PR DOE via the UPT System with the title Generacion Saludable: Un Proyecto para desarrollo de destrezas academicas y estilos de vida sanos ("Generacion Saludable" or "Healthy Generation").
145. On or about April 2, 2013, a work plan was created by [6] **CECILIA AMADOR LOPEZ**, signed by [1] **RAMON ORTA RODRIGUEZ**, and submitted to the PR DOE

via the UPT System with the title Integracion del Deporte y el Olimpismo en la Ensananza de las Matematicas en Contexto (“Matematicas en Contexto” or “Math in Context”).

146. On or about April 3, 2013, a work plan was created by [6] **CECILIA AMADOR LOPEZ**, signed by [1] **RAMON ORTA RODRIGUEZ**, and submitted to the PR DOE via the UPT System with the title Escuela Solidaria: Escuela de Todos y Para Todos; Un programa de desarrollo professional para el desarrollo de escuela (“Escuela Solidaria” or “School Solidarity”).

147. On or about April 5, 2013, a work plan was created by [6] **CECILIA AMADOR LOPEZ**, signed by [1] **RAMON ORTA RODRIGUEZ**, and submitted to the PR DOE via the UPT System with the title Desarrollo para Todo: Un programa para la atencion integra de los estudiantes de educacion especial en horario extendido (“Desarrollo para Todo” or “Development for All”).

148. [1] **RAMON ORTA RODRIGUEZ** executed the following covenants with PR DOE:

- a. Covenant 2013-AF0359, dated June 21, 2013, in the amount of \$4,320,000 to provide educational services to students and other activities. The covenant was signed upon the approval of the Plan de Trabajo (Work Plan) #13-26 “Verano Saludable: Un Proyecto para Desarrollo de Destrezas Académicas y Estilos de Vida” submitted by PR DRD to PR DOE;
- b. Covenant 2014-AF0247, dated March 6, 2014, in the amount of \$3,998,700 to provide educational services to students. The covenant was signed upon the approval of the Plan de Trabajo #14-10 “Generación Saludable: Un proyecto para

el desarrollo de destrezas académicas y estilos de vida sanos” submitted by PR DRD to PR DOE; and

- c. Covenant 2014-AF0296, dated May 5, 2014, in the amount \$1,000,000 to provide training to Math teachers. The covenant was signed upon the approval of the Plan de Trabajo #14-11 “Integración del deporte y el olimpismo en la enseñanza de las Matemáticas en contexto” submitted by DRD to PR DOE.

149. [1] **RAMON ORTA RODRIGUEZ** executed the following covenants with PRPHA:

- a. Covenant 2015-000007-A, dated February 26, 2015, in the amount of \$1,500,000 to train public housing residents in media communications and television production. The covenant was signed upon the approval of the Plan de Trabajo “Voces de la Juventud” a project that was submitted by PR DRD to PRPHA; and
- b. Covenant 2016-000052, dated July 31, 2015, in the amount of \$10,647,500 to provide various services to 303 public housing developments. The contract was signed upon the approval of the Plan de Trabajo Vivenda en Accion a project that was submitted by PR DRD to PRPHA and included the component Voces de la Juventud.

150. On or about June 30, 2013, the professional services contracts awarded by [1] **RAMON ORTA RODRIGUEZ**, as the Secretary of PR DRD, to [4] **MIGUEL SOSA SUAREZ** and [5] **IRVING RIQUEL TORRES RODRIGUEZ** expired.

151. [1] **RAMON ORTA RODRIGUEZ** executed the following contracts with Rosso:

- a. Contract 2014-000007, dated July 3, 2013, in the amount of \$3,564,000 to develop the “VERANO SALUDABLE” project providing educational services to students and other activities.
 - b. Contract 2014-001189, dated March 13, 2014, in the amount of \$3,198,960 to develop the “APRENDO SALUDABLE” project providing educational services to students and other activities.
 - c. Contract 2014-001362, dated June 20, 2014, in the amount of \$924,500 to provide training to Math teachers.
 - d. Covenant 2016-001015-A, dated March 30, 2016, in the amount of \$1,410,000 to develop the component of Voces de la Juventud project to provide training to public housing residents in media communications and television production.
152. [3] **OSCAR RODRIGUEZ TORRES** caused the following payments, from PR DRD, via Hacienda, totaling approximately eight million seven hundred sixty seven thousand four hundred forty-six dollars and fifty-two cents (\$8,767,446.52), to be deposited into the corresponding Rosso bank accounts:

Payments from PR DRD to Rosso Group Inc.			
Deposit Account	Date	Check No.	Amount
XXXXXX6498	October 4, 2013	03032659	\$ 1,544,637.60
XXXXXX6498	December 19, 2013	03061619	1,965,902.40
XXXXXX6498	August 18, 2014	03157694	2,927,048.40
XXXXXX3665	August 6, 2015	03293549	25,657.95
XXXXXX3665	August 24, 2015	03302523	58,786.06
XXXXXX3665	September 30, 2015	03315238	686,185.95
XXXXXX3665	September 30, 2015	03315237	120,121.20
XXXXXX3665	October 9, 2015	03319599	135,201.23
XXXXXX3665	November 2, 2015	03323172	56,926.25
XXXXXX8129	March 4, 2016	03370667	45,980.82

XXXXXX8129	April 29, 2016	00008203	41,048.80
XXXXXX8129	April 29, 2016	00008204	42,627.60
XXXXXX8129	April 29, 2016	00008200	41,048.80
XXXXXX8129	April 29, 2016	00008199	41,048.80
XXXXXX8129	April 29, 2016	00008201	41,048.80
XXXXXX8129	April 29, 2016	00008202	6,669.66
XXXXXX8129	April 29, 2016	00008205	7,486.91
XXXXXX8129	May 31, 2016	00026227	8,100.00
XXXXXX8129	May 31, 2016	00026231	8,400.00
XXXXXX8129	May 31, 2016	00026230	8,400.00
XXXXXX8129	May 31, 2016	00026229	8,400.00
XXXXXX8129	May 31, 2016	00026228	7,890.00
XXXXXX6498	June 29, 2016	00039977	41,048.80
XXXXXX6498	June 29, 2016	00039978	41,048.80
XXXXXX6498	June 29, 2016	00039975	41,048.80
XXXXXX6498	June 29, 2016	00039976	41,048.80
XXXXXX8129	July 12, 2016	00044875	6,300.00
XXXXXX8129	July 12, 2016	00046901	16,800.00
XXXXXX8129	July 12, 2016	00044876	8,300.00
XXXXXX8129	July 12, 2016	00046900	10,500.00
XXXXXX8129	July 12, 2016	00046902	10,200.00
XXXXXX8129	July 12, 2016	00046449	10,500.00
XXXXXX8129	July 12, 2016	00044877	8,200.00
XXXXXX8129	July 12, 2016	00044874	36,357.13
XXXXXX6498	August 12, 2016	00056557	41,048.80
XXXXXX6498	August 12, 2016	00056558	12,400.00
XXXXXX6498	August 12, 2016	00056555	41,048.80
XXXXXX6498	August 12, 2016	00056556	41,048.80
XXXXXX6498	August 12, 2016	00056552	41,048.80
XXXXXX6498	August 12, 2016	00056553	41,048.80
XXXXXX8129	August 29, 2016	00060881	8,400.00
XXXXXX8129	August 29, 2016	00060880	8,400.00
XXXXXX8129	August 29, 2016	00060882	6,300.00
XXXXXX8129	August 30, 2016	00062459	41,048.80
XXXXXX8129	August 30, 2016	00062457	41,048.80
XXXXXX8129	August 30, 2016	00062458	41,048.80
XXXXXX8129	August 30, 2016	00062461	41,048.80
XXXXXX8129	August 30, 2016	00062460	41,048.80
XXXXXX8129	September 13, 2016	00063638	8,730.00

XXXXXX8129	September 13, 2016	00066192	10,054.25
XXXXXX8129	September 13, 2016	00066195	9,347.00
XXXXXX8129	September 13, 2016	00066194	11,300.00
XXXXXX8129	September 13, 2016	00066193	11,798.00
XXXXXX8129	September 28, 2016	00069084	14,353.03
XXXXXX8129	September 28, 2016	00071603	12,917.28
XXXXXX8129	September 28, 2016	00069085	15,310.00
XXXXXX8129	September 28, 2016	00071602	12,381.94
XXXXXX6498	October 25, 2016	00079315	42,448.82
XXXXXX6498	October 25, 2016	00079314	72,848.64
Total			\$ 8,767,446.52

153. [3] OSCAR RODRIGUEZ TORRES made the following payments, totaling approximately one million three hundred seventeen thousand nine hundred forty two dollars and eighty eight cents (\$1,317,942.88) from Rosso's bank accounts to himself utilizing funds obtained from PR DRD.

Payments from Rosso to [3] OSCAR RODRIGUEZ TORRES			
Issuing Account	Date	Check No.	Amount
XXXXXX6498	September 13, 2013	2185	\$ 9,405.00
XXXXXX6498	October 9, 2013	2298	18,600.00
XXXXXX6498	October 9, 2013	2259	35,000.00
XXXXXX6498	October 31, 2013	2405	9,300.00
XXXXXX6498	November 12, 2013	2412	60,000.00
XXXXXX6498	December 2, 2013	2551	9,300.00
XXXXXX6498	December 26, 2013	2604	337,500.00
XXXXXX6498	February 12, 2014	2648	9,300.00
XXXXXX6498	February 12, 2014	2651	9,405.00
XXXXXX6498	March 4, 2014	2673	9,300.00
XXXXXX6498	March 6, 2014	2688	151,568.26
XXXXXX6498	April 1, 2014	2722	9,300.00
XXXXXX6498	May 1, 2014	3021	9,300.00
XXXXXX6498	May 8, 2014	3027	28,277.02
XXXXXX6498	June 9, 2014	3178	9,300.00
XXXXXX6498	July 2, 2014	3349	9,300.00
XXXXXX6498	August 21, 2014	3454	9,300.00

XXXXXX6498	September 3, 2014	3497	9,300.00
XXXXXX6498	October 2, 2014	3512	13,020.00
XXXXXX6498	October 10, 2014	3518	22,767.60
XXXXXX6498	October 22, 2014	3527	418,500.00
XXXXXX6498	October 31, 2014	3537	13,020.00
XXXXXX6498	December 3, 2014	3547	13,020.00
XXXXXX6498	January 2, 2015	3563	13,020.00
XXXXXX6498	January 30, 2015	3574	13,020.00
XXXXXX6498	March 5, 2015	3583	13,020.00
XXXXXX6498	April 2, 2015	3600	9,300.00
XXXXXX6498	May 6, 2015	3633	9,300.00
XXXXXX6498	June 4, 2015	3664	9,300.00
XXXXXX6498	July 3, 2015	3673	9,300.00
XXXXXX6498	August 6, 2015	3684	9,300.00
XXXXXX6498	October 1, 2015	3705	9,300.00
Total			\$1,317,942.88

154. [3] **OSCAR RODRIGUEZ TORRES** made the following payments, totaling approximately one million one hundred seventy five thousand two hundred twenty eight dollars and eight cents (\$1,175,228.08) from Rosso's bank accounts to [4] **MIGUEL SOSA SUAREZ** utilizing funds obtained from PR DRD.

Payments from Rosso to [4] MIGUEL SOSA SUAREZ			
Issuing Account	Date	Check No.	Amount
XXXXXX6498	September 13, 2013	2183	\$ 9,405.00
XXXXXX6498	October 10, 2013	2297	18,600.00
XXXXXX6498	November 5, 2013	2406	9,300.00
XXXXXX6498	December 6, 2013	2550	9,300.00
XXXXXX6498	December 26, 2013	2602	27,900.00
XXXXXX6498	December 30, 2013	2603	348,750.00
XXXXXX6498	December 30, 2013	2606	27,900.00
XXXXXX6498	February 12, 2014	2650	9,405.00
XXXXXX6498	February 12, 2014	2647	9,300.00
XXXXXX6498	March 4, 2014	2671	9,300.00
XXXXXX6498	March 27, 2014	2701	33,065.19
XXXXXX6498	April 2, 2014	2720	9,300.00

XXXXXX6498	April 24, 2014	2738	27,900.00
XXXXXX6498	May 6, 2014	3019	9,300.00
XXXXXX6498	June 9, 2014	3176	9,300.00
XXXXXX6498	July 2, 2014	3350	9,300.00
XXXXXX6498	August 4, 2014	3455	9,300.00
XXXXXX6498	September 3, 2014	3495	9,300.00
XXXXXX6498	October 2, 2014	3511	13,020.00
XXXXXX6498	October 22, 2014	3528	418,500.00
XXXXXX6498	October 31, 2014	3536	13,020.00
XXXXXX6498	December 3, 2014	3545	13,020.00
XXXXXX6498	December 30, 2014	3559	13,020.00
XXXXXX6498	January 30, 2015	3573	13,020.00
XXXXXX6498	January 30, 2015	3575	2,000.00
XXXXXX6498	March 5, 2015	3582	13,020.00
XXXXXX6498	March 5, 2015	3585	2,000.00
XXXXXX6498	April 2, 2015	3601	9,300.00
XXXXXX6498	April 2, 2015	3598	1,750.00
XXXXXX6498	May 6, 2015	3634	9,300.00
XXXXXX6498	May 6, 2015	3635	1,750.00
XXXXXX6498	June 5, 2015	3663	9,300.00
XXXXXX6498	June 5, 2015	3666	1,750.00
XXXXXX6498	July 3, 2015	3674	9,300.00
XXXXXX6498	July 3, 2015	3675	1,750.00
XXXXXX6498	August 6, 2015	3683	9,300.00
XXXXXX6498	August 6, 2015	3685	1,750.00
XXXXXX6498	October 1, 2015	3706	9,300.00
XXXXXX6498	October 1, 2015	3708	1,750.00
XXXXXX6498	September 15, 2016	3792	2,000.00
XXXXXX6498	October 6, 2016	3801	382.89
XXXXXX6498	October 11, 2016	3803	10,000.00
Total			\$1,175,228.08

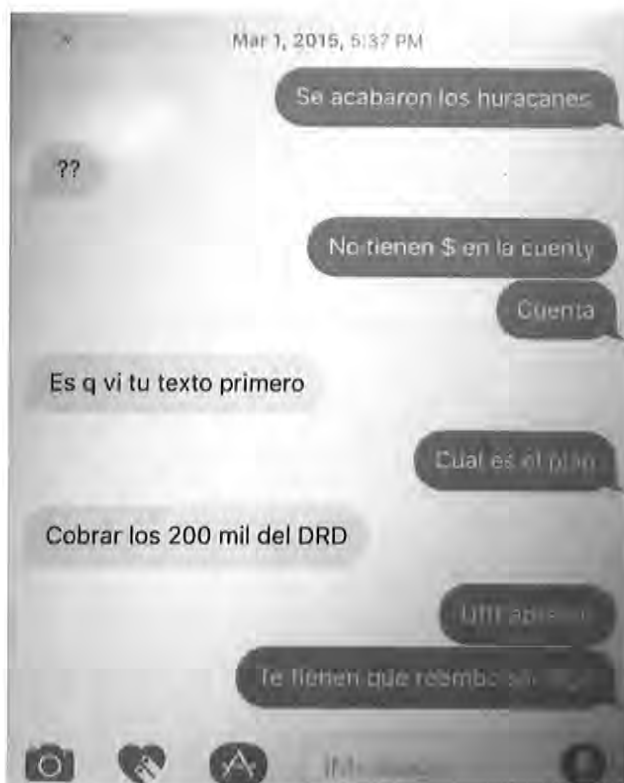
155. [3] **OSCAR RODRIGUEZ TORRES** made the following payments, totaling approximately seven hundred sixty two thousand six hundred forty two dollars and fifty cents (\$762,642.50) from Rosso's bank accounts to [5] **IRVING RIQUEL TORRES RODRIGUEZ** utilizing funds obtained from PR DRD.

Payments from Rosso to [5] IRVING RIQUEL TORRES RODRIGUEZ			
Issuing Account	Date	Check	Amount
XXXXXX6498	September 16, 2013	2184	\$ 9,405.00
XXXXXX6498	October 9, 2013	2296	18,600.00
XXXXXX6498	October 24, 2013	2398	150,000.00
XXXXXX6498	November 1, 2013	2404	9,300.00
XXXXXX6498	December 2, 2013	2549	9,300.00
XXXXXX6498	December 27, 2013	2605	175,500.00
XXXXXX6498	February 14, 2014	2646	9,300.00
XXXXXX6498	February 14, 2014	2649	9,405.00
XXXXXX6498	March 5, 2014	2672	9,300.00
XXXXXX6498	March 6, 2014	2686	12,580.00
XXXXXX6498	March 6, 2014	2684	15,852.56
XXXXXX6498	April 1, 2014	2721	9,300.00
XXXXXX6498	April 1, 2014	2718	39,182.72
XXXXXX6498	May 6, 2014	3020	9,300.00
XXXXXX6498	June 12, 2014	3177	9,300.00
XXXXXX6498	July 2, 2014	3348	9,300.00
XXXXXX6498	July 24, 2014	3429	10,433.39
XXXXXX6498	August 5, 2014	3453	9,300.00
XXXXXX6498	October 17, 2014	3525	29,300.00
XXXXXX6498	November 3, 2014	3530	208,683.83
Total			\$ 762,642.50

156. [3] OSCAR RODRIGUEZ TORRES made the following payments, totaling approximately five hundred fifty four thousand two hundred forty six dollars and eighty nine cents (\$554,246.89) from Rosso's bank accounts to AESC utilizing funds obtained from PR DRD.

Payments from Rosso to AESC			
Issuing Account	Date	Check	Amount
XXXXXX6498	April 1, 2014	2690	\$ 11,746.89
XXXXXX6498	March 11, 2016	3752	504,525.00
XXXXXX6498	March 23, 2016	3756	37,975.00
Total			\$ 554,246.89

157. On or about October 31, 2014, **[3] OSCAR RODRIGUEZ TORRES** made a payment totaling approximately three hundred thousand dollars (\$300,000) from Rosso's bank account XXXXX6498, using check number 3535, to Global.
158. On or about November 12, 2013, **[3] OSCAR RODRIGUEZ TORRES** made a payment totaling approximately sixty thousand dollars (\$60,000) from Rosso's bank account XXXXX6498, using check number 2412 payable to cash, to a bank account controlled by **[4] MIGUEL SOSA SUAREZ** at BPPR (Account XXXXX1989).
159. On or about March 1, 2015, **[4] MIGUEL SOSA SUAREZ** was informed via text message by **[3] OSCAR RODRIGUEZ TORRES** that Global had no more funds and **[4] MIGUEL SOSA SUAREZ** responded by sending **[3] OSCAR RODRIGUEZ TORRES** a text message that **[4] MIGUEL SOSA SUAREZ'S** plan was to obtain two hundred thousand dollars (\$200,000) from PR DRD. The text message exchange is depicted below:



[TRANSLATION]
Mar 1, 2015 5:37 PM

The hurricanes are over

??

They don't have \$ in the cuenly [sic]
Account

It's that I saw your text first

What is the plan

Obtain the 200 thousand from DRD

Uff tight

They have to reimburse you something

160. On or about March 12, 2015, [1] **RAMON ORTA RODRIGUEZ** caused two hundred thousand dollars (\$200,000) to be paid by PR DRD to Global via check 03235757 dated March 11, 2015 and paid to the order of "Global Sports Initiative LLC".

161. In or about 2015, [1] **RAMON ORTA RODRIGUEZ** directed [2] **EDGARDO VAZQUEZ MORALES** to obtain fake bids in order to make it appear that the PRPHA contracts were awarded to Rosso under a competitive bidding process.

162. In or about 2016, after the initiation of a special audit by the Puerto Rico Comptroller's Office, [1] **RAMON ORTA RODRIGUEZ** directed [2] **EDGARDO VAZQUEZ MORALES** to obtain fake bids in order to make it appear that the PR DOE contracts were awarded to Rosso under a competitive bidding process.

163. In or about 2016, [1] **RAMON ORTA RODRIGUEZ** told [3] **OSCAR RODRIGUEZ TORRES** that a bidding process should have been performed for contracts awarded to Rosso and that [2] **EDGARDO VAZQUEZ MORALES** would contact [3] **OSCAR RODRIGUEZ TORRES** regarding what needed to happen.
164. In or about 2016, [2] **EDGARDO VAZQUEZ MORALES** contacted [3] **OSCAR RODRIGUEZ TORRES** and said that he needed money from [3] **OSCAR RODRIGUEZ TORRES** to pay other companies to provide fake bids.
165. In or about 2016, [3] **OSCAR RODRIGUEZ TORRES** made substantial cash payments to [2] **EDGARDO VAZQUEZ MORALES** to obtain fake bids to conceal the lack of a competitive bidding process for US ED funds paid to Rosso.
166. [2] **EDGARDO VAZQUEZ MORALES** kept the cash payments made by [3] **OSCAR RODRIGUEZ TORRES** and utilized bids in his possession from other companies, without authorization, to be included in the files of PR DRD as if they had been submitted in the normal course of business.
167. [4] **MIGUEL SOSA SUAREZ** caused the following payments totaling approximately three hundred eleven thousand three hundred forty five dollars and thirty cents (\$311,345.30) to be made by Individual A to [4] **MIGUEL SOSA SUAREZ**:

Payments from Individual A to [4] MIGUEL SOSA SUAREZ			
Deposit Account	Date	Check	Amount
XXXX4031	June 5, 2015	452	\$ 162,945.30
XXXX4031	August 10, 2015	461	148,400.00
Total			\$ 311,345.30

168. [3] OSCAR RODRIGUEZ TORRES caused following payments totaling approximately four hundred seventeen thousand six hundred twenty three dollars and thirty two cents (\$417,623.32) to be made by Individual A to Rosso:

Payments from Individual A to Rosso			
Deposit Account	Date	Check	Amount
XXXXXX6498	March 21, 2016	253	\$ 149,710.00
XXXXXX6498	June 28, 2016	324	87,899.12
XXXXXX6498	August 5, 2016	336	180,014.20
Total			\$ 417,623.32

169. All in violation of Title 18, United States Code, Section 371.

COUNT TWO
(Theft of Government Money and Property)
18 U.S.C. §§ 641, 2

170. Paragraphs 1-72 are hereby re-alleged as if set forth herein.
171. From in or about November 2012, up to and including in or about December 2016, in the District of Puerto Rico and within the jurisdiction of this Court,

[1] RAMON ORTA RODRIGUEZ,
 [2] EDGARDO VAZQUEZ MORALES,
 [3] OSCAR RODRIGUEZ TORRES,
 [4] MIGUEL SOSA SUAREZ,
 [5] IRVING RIQUEL TORRES RODRIGUEZ, and
 [6] CECILIA AMADOR LOPEZ,

the defendants herein, aiding and abetting each other, willfully and knowingly did steal, purloin, and convert to the use of another a thing of value of the United States in an amount over \$1,000, that is approximately nine million, eight hundred sixty eight thousand one hundred sixty two dollars and fifty cents (\$9,868,162.50).

172. All in violation of Title 18, United States Code, Sections 641 and 2.

COUNT THREE
(Theft Concerning Programs Receiving Federal Funds)
18 U.S.C. § 666(a)(1)(A)

173. Paragraphs 1-72 are hereby re-alleged as if set forth herein.

174. On or about April 17, 2015, in the District of Puerto Rico and within the jurisdiction of this Court,

[1] RAMON ORTA RODRIGUEZ,

the defendant herein, being an agent of the PR DRD, said organization receiving in the one year beginning January 2015, benefits in excess of \$10,000 under US ED Title I federal grant funds, obtained by fraud and intentionally misapplied property worth at least \$5,000 and under the custody and control of the PR DRD, that is approximately seven hundred ninety nine thousand seven hundred forty dollars (\$799,740) in federal funds from the net proceeds from the Aprendo Saludable project.

175. All in violation of Title 18, United States Code, Section 666(1)(A).

COUNT FOUR
(Theft Concerning Programs Receiving Federal Funds)
18 U.S.C. § 666(a)(1)(A)

176. Paragraphs 1-72 are hereby re-alleged as if set forth herein.

177. In or about February 2015 through in or about September 2016, in the District of Puerto Rico and within the jurisdiction of this Court,

[1] RAMON ORTA RODRIGUEZ,

the defendant herein, being an agent of the PR DRD, said organization receiving in the one year beginning January 2015 and January 2016, benefits in excess of \$10,000 under US

HUD federal funds, obtained by fraud and intentionally misapplied property worth at least \$5,000 and under the custody and control of the PR DRD, that is approximately one million two hundred sixteen thousand six hundred fifty dollars (\$1,216,650) in federal funds from the costs fraudulently charged for the VEA programs.

178. All in violation of Title 18, United States Code, Section 666(a)(1)(A).

COUNT FIVE

(Conspiracy to Commit a Federal Offense)

18 U.S.C. § 371

179. Paragraphs 1-72 are hereby re-alleged as if set forth herein.

180. From on or about November 2014 to in or about October 2016, in the District of Puerto Rico and within the jurisdiction of this Honorable Court,

**[1] RAMON ORTA RODRIGUEZ, and
[2] EDGARDO VAZQUEZ MORALES,**

defendants herein, did knowingly and willfully conspire, combine, confederate, and agree with each other and with other individuals known and unknown to the Grand Jury, to commit an offense against the United States, to wit: corruptly solicit, demand, accept and agree to accept a thing of value from a person, intending to be influenced and rewarded in connection with a transaction and series of transactions of the PR DRD involving \$5,000 or more in violation of 18 U.S.C. § 666(a)(1)(B).

PURPOSE OF THE CONSPIRACY

181. It was purpose of the conspiracy for the defendants to utilize the public officials' positions within the government of the Commonwealth of Puerto Rico to benefit and enrich themselves and corruptly solicit, demand, accept and agree to accept monetary payments intending to be influenced and rewarded in connection with a lease agreement between

Estate A and the PR DRD involving approximately fourteen thousand five hundred dollars (\$14,500) monthly.

MANNER AND MEANS OF THE CONSPIRACY

182. In or about November 2014, members of the conspiracy were introduced to [7] **JUAN CARLOS ORTIZ NIEVES** and subsequently had frequent lunches and engaged in social activities with [7] **JUAN CARLOS ORTIZ NIEVES**.

183. On multiple occasions, [7] **JUAN CARLOS ORTIZ NIEVES** paid for social activities, including but not limited to food, drinks, and golf, for [1] **RAMON ORTA RODRIGUEZ** and [2] **EDGARDO VAZQUEZ MORALES**.

184. During social activities together, [1] **RAMON ORTA RODRIGUEZ**, [2] **EDGARDO VAZQUEZ MORALES**, and [7] **JUAN CARLOS ORTIZ NIEVES** discussed the development of a property in Guayama that was owned by Estate A for the prospective use of PR DRD.

185. [1] **RAMON ORTA RODRIGUEZ**, as Secretary of PR DRD, executed a five (5) year lease agreement with Estate A containing a monthly lease payments to Estate A of fourteen thousand five hundred dollars (\$14,500), which was in excess of the eight thousand five hundred dollar (\$8,500) price proposed by [7] **JUAN CARLOS ORTIZ NIEVES**.

186. [1] **RAMON ORTA RODRIGUEZ**, [2] **EDGARDO VAZQUEZ MORALES**, and [7] **JUAN CARLOS ORTIZ NIEVES** agreed that [7] **JUAN CARLOS ORTIZ NIEVES** would pay a portion of the increase in the lease amount to [1] **RAMON ORTA RODRIGUEZ** and [2] **EDGARDO VAZQUEZ MORALES**.

187. [1] **RAMON ORTA RODRIGUEZ** indicated a plan to benefit from the payments even after his term as Secretary of PR DRD was over.
188. [1] **RAMON ORTA RODRIGUEZ** utilized [2] **EDGARDO VAZQUEZ MORALES** to contact [7] **JUAN CARLOS ORTIZ NIEVES** to coordinate receipt of the payments from [7] **JUAN CARLOS ORTIZ NIEVES**.
189. [1] **RAMON ORTA RODRIGUEZ** and [2] **EDGARDO VAZQUEZ MORALES** solicited, demanded, accepted, and agreed to accept kickback payments from [7] **JUAN CARLOS ORTIZ NIEVES** for the lease between PR DRD and Estate A.
190. [1] **RAMON ORTA RODRIGUEZ** and [2] **EDGARDO VAZQUEZ MORALES** split the kickback payments made by [7] **JUAN CARLOS ORTIZ NIEVES**.
191. The purpose of the kickback payments to [1] **RAMON ORTA RODRIGUEZ** was to influence and reward [1] **RAMON ORTA RODRIGUEZ** to execute the lease agreement with Estate A.
192. [7] **JUAN CARLOS ORTIZ NIEVES** created Sports Consulting and caused the transfer of funds from Estate A to Sports Consulting so that cash withdrawals could be made to pay [1] **RAMON ORTA RODRIGUEZ** and [2] **EDGARDO VAZQUEZ MORALES**.

OVERT ACTS IN FURTHERANCE OF THE CONSPIRACY

193. On or about August 12, 2015, while playing golf, [1] **RAMON ORTA RODRIGUEZ** told [7] **JUAN CARLOS ORTIZ NIEVES** to increase the lease amount to ten thousand five hundred dollars (\$10,500) per month.

194. In or about August 2015 to September 2015, [2] **EDGARDO VAZQUEZ MORALES** told [7] **JUAN CARLOS ORTIZ NIEVES** to increase the lease amount to fourteen thousand five hundred dollars (\$14,500).
195. In or about October 2015, [1] **RAMON ORTA RODRIGUEZ** told [7] **JUAN CARLOS ORTIZ NIEVES** that the difference between the original proposal amount of eight thousand five hundred dollars (\$8,500) and the final lease amount of fourteen thousand five hundred dollars (\$14,500) would be paid to [1] **RAMON ORTA RODRIGUEZ** and [2] **EDGARDO VAZQUEZ MORALES**.
196. On or about November 23, 2015, [1] **RAMON ORTA RODRIGUEZ** signed a five year lease agreement with Estate A for PR DRD to utilize the property in Guayama, Puerto Rico for fourteen thousand five hundred dollars (\$14,500) per month.
197. On or about May 13, 2016, [2] **EDGARDO VAZQUEZ MORALES** accepted approximately five thousand dollars (\$5,000) in cash from [7] **JUAN CARLOS ORTIZ NIEVES**.
198. On or about May 25, 2016, [2] **EDGARDO VAZQUEZ MORALES** accepted approximately two thousand five hundred and forty dollars (\$2,540) in cash from [7] **JUAN CARLOS ORTIZ NIEVES**.
199. On or about June 15, 2016, [2] **EDGARDO VAZQUEZ MORALES** accepted approximately seven thousand four hundred and forty dollars (\$7,440) in cash from [7] **JUAN CARLOS ORTIZ NIEVES**.

200. In or about August 2016, [1] **RAMON ORTA RODRIGUEZ** accepted approximately five thousand dollars (\$5,000) in cash from [7] **JUAN CARLOS ORTIZ NIEVES**.

201. On or about August 23, 2016, [1] **RAMON ORTA RODRIGUEZ** accepted approximately two thousand four hundred forty dollars (\$2,440) in cash from [7] **JUAN CARLOS ORTIZ NIEVES**.

202. On or about October 31, 2016, [2] **EDGARDO VAZQUEZ MORALES** accepted approximately three thousand seven hundred seventy dollars (\$3,770) in cash from [7] **JUAN CARLOS ORTIZ NIEVES**.

203. All in violation of Title 18, United States Code, Section 371.

COUNT SIX
(Bribery Concerning Programs Receiving Federal Funds)
18 U.S.C. § 666(a)(1)(B)

204. Paragraphs 1-72 are hereby re-alleged as if set forth herein.

205. At all times material to this indictment, the PR DRD was a government agency that received federal assistance in excess of \$10,000 during the one-year periods beginning January 2015 and January 2016.

206. Defendant [1] **RAMON ORTA RODRIGUEZ** was an agent of PR DRD, whose duties included management and supervision of the PR DRD as Secretary of the PR DRD.

207. Defendant [2] **EDGARDO VAZQUEZ MORALES** was an agent of PR DRD, whose duties included serving as Special Assistant to the Secretary and assisting the Secretary of PR DRD in the management and supervision of the PR DRD and as a liaison between PR DRD and PR DOE.

208. From in or about August 2015 through in or about October 2016, in the District of Puerto Rico and within the jurisdiction of this Court,

**[1] RAMON ORTA RODRIGUEZ and
[2] EDGARDO VAZQUEZ MORALES**

the defendants herein, did corruptly solicit and demand for the benefit of any person and solicit, demand, accept and agree to accept a thing of value from a person, intending to be influenced and rewarded in connection with a transaction and series of transactions of the PR DRD involving \$5,000 or more.

209. All in violation of Title 18, United States Code, Section 666(a)(1)(B).

COUNT SEVEN
(Bribery Concerning Programs Receiving Federal Funds)
18 U.S.C. § 666(a)(2)

210. Paragraphs 1-72 are hereby re-alleged as if set forth herein.

211. At all times material to this indictment, the PR DRD was a governmental agency that received federal assistance in excess of \$10,000 during the one-year periods beginning January 2015 and January 2016.

212. Defendant **[1] RAMON ORTA RODRIGUEZ** was an agent of PR DRD, whose duties included management and supervision of the PR DRD as Secretary of the PR DRD.

213. From in or about August 2015 through in or about October 2016, in the District of Puerto Rico and within the jurisdiction of this Court,

[7] JUAN CARLOS ORTIZ NIEVES

the defendant herein, did corruptly give and agree to give a thing of value to any person intending to influence and reward [1] **RAMON ORTA RODRIGUEZ** in connection with a transaction and series of transactions of the PR DRD involving \$5,000 or more.

214. All in violation of Title 18, United States Code, Section 666(a)(2).

COUNTS EIGHT- SIXTEEN
(Wire Fraud)
18 U.S.C. § 1343

215. Paragraphs 1-72 are hereby re-alleged as if set forth herein.

SCHEME AND ARTICE TO DEFRAUD

216. From on or about November 2012 to on or about December 2016, in the District of Puerto Rico and within the jurisdiction of this Court,

[1] **RAMON ORTA RODRIGUEZ**,
[3] **OSCAR RODRIGUEZ TORRES**,
[4] **MIGUEL SOSA SUAREZ**,
[5] **IRVING RIQUEL TORRES RODRIGUEZ**, and
[6] **CECILIA AMADOR LOPEZ**,

the defendants herein, devised and intended to devise a scheme to defraud the PR DOE, and to obtain money and property by means of materially false and fraudulent pretenses, representations and promises.

MANNER AND MEANS

217. It was part of the scheme and artifice to defraud that email addresses were established with Google's Gmail service to authenticate registration in the UPT system.

218. It was part of the scheme and artifice to defraud that the identity of the individuals creating and submitting proposals on behalf of the PR DRD were concealed and disguised from the PR DOE.
219. It was part of the scheme and artifice to defraud that materially false representations were submitted via the UPT system to the PR DOE regarding the ability of the PR DRD to administer the proposed projects utilizing PR DRD personnel.
220. It was part of the scheme and artifice to defraud that the Secretary of the PR DRD executed contracts with Rosso without a competitive bidding process.
221. It was part of the scheme and artifice to defraud that PR DRD failed to identify the actual entity providing services under the terms of the PR DOE covenant.
222. It was part of the scheme and artifice to defraud that substantially inflated contracts were awarded to Rosso without any competitive bidding process.
223. It was part of the scheme and artifice to defraud that net proceeds were retained by PR DRD from the difference between the payment made by PR DOE to PR DRD and the payment made by PR DRD to Rosso.
224. It was part of the scheme and artifice to defraud for participants in the scheme to divide proceeds of the scheme.
225. It was part of the scheme and artifice to defraud for PR DRD to use net proceeds from the scheme for purposes outside the scope of the covenants reached with PR DOE.
226. It was part of the scheme and artifice to defraud that false documents and fake bids were included in the records of PR DRD to conceal the nature of the scheme and lack of competitive bidding process.

227. On or about each of the dates set forth below, in the District of Puerto Rico,

**[1] RAMON ORTA RODRIGUEZ,
[3] OSCAR RODRIGUEZ TORRES,
[4] MIGUEL SOSA SUAREZ,
[5] IRVING RIQUEL TORRES RODRIGUEZ, and
[6] CECILIA AMADOR LOPEZ,**

the defendants herein, for the purpose of executing the scheme described above, and attempting to do so, caused to be transmitted by means of wire communication in interstate commerce the signals and sounds described below for each count, each transmission constituting a separate count:

Count	Description	Date
8.	Email from PR DOE's UPT System to drdestatal@gmail.com to confirm registration in the UPT System	February 26 2013
9.	Email from camadorlopez@gmail.com to iriquel@yahoo.com with subject: "Para Luz – Con Manual"	February 12, 2013
10	Email from camadorlopez@gmail.com to camadorlopez@gmail.com with message containing username "drdeportes" and email address "drdestatal@gmail.com"	February 26, 2013
11.	Email from camadorlopez@gmail.com to iriquel@yahoo.com with subject: "Status Plataforma UPT – DRD"	May 15, 2013
12.	Email from camadorlopez@gmail.com to iriquel@yahoo.com with subject: "Luz: importante"	August 1, 2013
13.	Email from iriquel@yahoo.com to camadorlopez@gmail.com with subject: "Luz: importante"	August 1, 2013
14.	Email from drdestatal@gmail.com to iriquel@yahoo.com with subject: "Status Planes de Trabajo"	September 10, 2013
15.	Email from iriquel@yahoo.com to rortarodriguez@gmail.com with subject: "Fwd: Status Planes de Trabajo"	September 17, 2013
16.	Email from drdestatal@gmail to iriquel@yahoo.com with subject: "Status Planes de Trabajo"	September 30, 2013

228. All in violation of Title 18, United States Code, Section 1343.

COUNTS SEVENTEEN-EIGHTEEN

(Mail Fraud)

18 U.S.C. § 1341

229. Paragraphs 1-72 are hereby re-alleged as if set forth herein.

SCHEME AND ARTIFICE TO DEFRAUD

230. It was part of the scheme and artifice to defraud that mail, identified below, containing payment checks were caused to be sent from Hacienda to the PR DRD.

231. It was part of the scheme and artifice to defraud that the identity of the individuals creating and submitting proposals on behalf of the PR DRD were concealed and disguised from the PR DOE.

232. It was part of the scheme and artifice to defraud that materially false representations were submitted via the UPT system to the PR DOE regarding the ability of the PR DRD to administer the proposed projects utilizing PR DRD personnel.

233. It was part of the scheme and artifice to defraud that the Secretary of the PR DRD executed contracts with Rosso without a competitive bidding process.

234. It was part of the scheme and artifice to defraud that PR DRD failed to identify the actual entity providing services under the terms of the PR DOE covenant.

235. It was part of the scheme and artifice to defraud that substantially inflated contracts were awarded to Rosso without any competitive bidding process.

236. It was part of the scheme and artifice to defraud that net proceeds were retained by PR DRD from the difference between the payment made by PR DOE to PR DRD and the payment made by PR DRD to Rosso.

237. It was part of the scheme and artifice to defraud for participants in the scheme to divide proceeds of the scheme.

238. It was part of the scheme and artifice to defraud for PR DRD to use net proceeds from the scheme for purposes outside the scope of the covenants reached with PR DOE.

239. It was part of the scheme and artifice to defraud that false documents and fake bids were included in the records of PR DRD to conceal the nature of the scheme and lack of competitive bidding process.

240. From on or about November 2012, through on or about December 2016, in the District of Puerto Rico and elsewhere,

**[1] RAMON ORTA RODRIGUEZ,
[3] OSCAR RODRIGUEZ TORRES,
[4] MIGUEL SOSA SUAREZ,
[5] IRVING RIQUEL TORRES RODRIGUEZ, and
[6] CECILIA AMADOR LOPEZ**

the defendants herein, with the intent to defraud, devised and willfully participated in, with knowledge of its fraudulent nature, the above described scheme and artifice to defraud and obtain money by materially false and fraudulent pretenses, representations, and promises.

241. On or about the dates listed below, in the District of Puerto Rico and within the jurisdiction of this Court, for purposes of executing or attempting to execute the above described scheme and artifice to defraud and deprive,

**[1] RAMON ORTA RODRIGUEZ,
[3] OSCAR RODRIGUEZ TORRES,
[4] MIGUEL SOSA SUAREZ,
[5] IRVING RIQUEL TORRES RODRIGUEZ, and
[6] CECILIA AMADOR LOPEZ**

the defendants herein, knowingly caused to be delivered by mail at the place at which it was directed to be delivered by the person to whom it was addressed, the following matters:

Count	Description of Item Caused to be Mailed	Date	Mailed To
17.	Check 00507900 in the amount of \$3,046,462.50 and payable to "Depto Recreacion y Deportes"	September 23, 2014	PO Box 9023207 San Juan, PR 00902
18.	Check 00563295 in the amount of \$3,998,700.00 and payable to "Depto Recreacion y Deportes"	April 17, 2015	PO Box 9023207 San Juan, PR 00902

242. All in violation of Title 18, United States Code, Section 1341.

COUNTS NINETEEN-TWENTY TWO
(Aggravated Identity Theft)
18 U.S.C. § 1028A

243. Paragraphs 1-72 are hereby re-alleged as if set forth herein.

244. In or about 2016, in the District of Puerto Rico and within the jurisdiction of this Court,

[1] RAMON ORTA RODRIGUEZ, and
[2] EDGARDO VAZQUEZ MORALES,

the defendants herein, aiding and abetting each other, did knowingly and willfully cause the transfer, possession, and use, without lawful authority, of a means of identification of another person, to wit: the name of other real persons whose initials appear below, during and in relation to a felony enumerated in Title 18, United States Code, Section 1028A(c), to wit: under Title 18, United States Code, Sections 641, 1341, and 1343 as charged in Counts Two, and Eight through Eighteen and under Title 18, United States Code, Section 1028(a)(7) and (f).

245. All in violation of Title 18, United States Code, Sections 1028A(a)(1) and 2.

Count	Defendants	Description	Identification
19.	[1] RAMON ORTA RODRIGUEZ [2] EDGARDO VAZQUEZ MORALES	Proposal Request for "Verano Saludable, Aprendo Saludable, Matematicas en context" for year 2014, purportedly from Company A	Name of individual with initials M.D.
20.	[1] RAMON ORTA RODRIGUEZ [2] EDGARDO VAZQUEZ MORALES	Proposal Request for "Verano Saludable, Aprendo Saludable, Matematicas en context" for year 2014, purportedly from Company B	Name of individual with initials R.E.
21.	[1] RAMON ORTA RODRIGUEZ [2] EDGARDO VAZQUEZ MORALES	Proposal Request for "Voces de la Juventud" for year 2015, purportedly from Company A	Name and signature of individual with initials M.D.
22.	[1] RAMON ORTA RODRIGUEZ [2] EDGARDO VAZQUEZ MORALES	Proposal Request for "Voces de la Juventud" for year 2015/2016, purportedly from Company C	Name and signature of individual with initials R.E.

246. Each Count is a separate and distinct violation of Title 18, United States Code, Sections 1028A(a)(1) and 2.

COUNT TWENTY THREE
(Conspiracy to Launder Monetary Instruments)
18 U.S.C. § 1956(h)

247. Paragraphs 1-72 are hereby re-alleged as if set forth herein.

248. From in or about November 2012 through in or about December 2016, in the District of Puerto Rico and within the jurisdiction of this Court,

[1] RAMON ORTA RODRIGUEZ,
[2] EDGARDO VAZQUEZ MORALES,
[3] OSCAR RODRIGUEZ TORRES,
[4] MIGUEL SOSA SUAREZ, and
[5] IRVING RIQUEL TORRES RODRIGUEZ,

the defendants herein, did knowingly combine, conspire, and agree with each other and with other persons known and unknown to the Grand Jury to commit offenses against the United States in violation of Title 18, United States Code, Sections 1956 and 1957, to wit: to knowingly conduct and attempt to conduct financial transactions affecting interstate commerce and foreign commerce, which transactions involved the proceeds of specified unlawful activity, that is, proceeds from the conduct identified in Counts One through Eighteen above, knowing that the transactions were designed in whole or in part to conceal and disguise the nature, location, source, ownership, and control of the proceeds of specified unlawful activity, and that while conducting and attempting to conduct such financial transactions, knew that the property involved in the financial transactions represented the proceeds of some form of unlawful activity, in violation of Title 18, United States Code, Section 1956(a)(1)(B)(i);

MANNER AND MEANS OF THE CONSPIRACY

249. The manner and means used to accomplish the objectives of the conspiracy included, among others, the creation of companies and business bank accounts to receive and make monetary transactions.
250. The manner and means used to accomplish the objectives of the conspiracy included, among others, the issuance of checks to cash and the payment of co-conspirators in United States currency.
251. The manner and means used to accomplish the objectives of the conspiracy included, among others, the transfer of funds amongst co-conspirators and payment of expenses on behalf of other co-conspirators.

252. The manner and means used to accomplish the objectives of the conspiracy included, among others, the use of financial institutions to make monetary transactions designed in whole or in part to conceal and disguise the nature, location, source, ownership, and control of the proceeds of specified unlawful activity.
253. All in violation of Title 18, United States Code, Sections 1956(h).

COUNTS TWENTY FOUR-FIFTY
(Engaging in Monetary Transactions in Property
Derived from Specified Unlawful Activity)
18 U.S.C. § 1957

254. Paragraphs 1-72 are hereby re-alleged as if set forth herein.
255. On or about the dates set forth below, in the District of Puerto Rico and within the jurisdiction of this Court,

[1] RAMON ORTA RODRIGUEZ,
[3] OSCAR RODRIGUEZ TORRES,
[4] MIGUEL SOSA SUAREZ,
[5] IRVING RIQUEL TORRES RODRIGUEZ, and
[7] JUAN CARLOS ORTIZ NIEVES

the defendants herein, did knowingly engage and attempt to engage in the following monetary transactions by through or to a financial institution, affecting interstate or foreign commerce, in criminally derived property of a value greater than \$10,000, that is the , deposit, withdrawal, and transfer of U.S. currency, funds, and monetary instruments, such property having been derived from a specified unlawful activity, that is, theft of government funds in violation of 18 U.S.C. 641, bribery of a public official in violation of 18 U.S.C. § 666, mail fraud in violation of 18 U.S.C. § 1341, and wire fraud in violation of 18 U.S.C. § 1343.

Count	Defendant[s]	From		To		Date	Check	Amount (USD)
		Name	Acct	Name	Acct			
24.	[3] OSCAR RODRIGUEZ TORRES [4] MIGUEL SOSA SUAREZ	Rosso	XXXX X6498	Cash		Nov.12, 2013	2412	\$60,000.00
25.	[3] OSCAR RODRIGUEZ TORRES	Rosso	XXXX X6498	[3] OSCAR RODRIGUEZ TORRES	XXXX X6996	Dec. 26, 2013	2604	\$337,500.00
26.	[3] OSCAR RODRIGUEZ TORRES	Rosso	XXXX X6498	Cash		March 6, 2014	2688	\$151,568.26
27.	[3] OSCAR RODRIGUEZ TORRES [4] MIGUEL SOSA SUAREZ	Rosso	XXXX X6498	[4] MIGUEL SOSA SUAREZ	XXXX X4031	Dec. 30, 2013	2603	\$348,750.00
28.	[3] OSCAR RODRIGUEZ TORRES	Rosso	XXXX X3665	Individual A	N/A	June 4, 2015	1013	\$208,210.00
29.	[4] MIGUEL SOSA SUAREZ	Individual A	N/A	[4] MIGUEL SOSA SUAREZ	XXXX X4031	June 5, 2015	452	\$162,945.30
30.	[3] OSCAR RODRIGUEZ TORRES [5] IRVING RIQUEL TORRES RODRIGUEZ	Rosso	XXXX X6498	[5] IRVING RIQUEL TORRES RODRIGUEZ	XXXX X5329	Oct. 24, 2013	2398	\$150,000.00
31.	[3] OSCAR RODRIGUEZ TORRES [5] IRVING RIQUEL TORRES RODRIGUEZ	Rosso	XXXX X6498	[5] IRVING RIQUEL TORRES RODRIGUEZ	XXXX X1509	Dec. 27, 2013	2605	\$175,500.00

32.	[3] OSCAR RODRIGUEZ TORRES [5] IRVING RIQUEL TORRES RODRIGUEZ	Rosso	XXXX X6498	[5] IRVING RIQUEL TORRES RODRIGUEZ	XXXX X1509	Nov. 3, 2014	3530	\$208,683.83
33.	[3] OSCAR RODRIGUEZ TORRES [5] IRVING RIQUEL TORRES RODRIGUEZ	Rosso	XXXX X6498	AESC	XXXX X0950	Mar. 11, 2016	3752	\$504,525.00
34.	[3] OSCAR RODRIGUEZ TORRES [4] MIGUEL SOSA SUAREZ	Rosso	XXXX X6498	Global Sports	XXXX X0151	Oct. 31, 2014	3535	\$300,000.00
35.	[7] JUAN CARLOS ORTIZ NIEVES	Estate A	N/A	Sports Consultants	XXXX X3467	May 5, 2016	2070	\$12,000.00
36.	[7] JUAN CARLOS ORTIZ NIEVES	Estate A	N/A	Sports Consultants	XXXX X3467	Aug. 19, 2016	2108	\$12,000.00
37.	[3] OSCAR RODRIGUEZ TORRES	Rosso	XXXX X6498	Company D	XXXX X7200	Oct. 10, 2014	3517	\$22,767.60
38.	[3] OSCAR RODRIGUEZ TORRES	[3] OSCAR RODRIGUEZ TORRES	XXXX X6996	Company D	XXXX X7200	Nov. 13, 2014	2587	\$100,000.00
39.	[3] OSCAR RODRIGUEZ TORRES	[3] OSCAR RODRIGUEZ TORRES	XXXX X6996	Company D	XXXX X7200	Aug. 26, 2015	2703	\$50,000.00
40.	[4] MIGUEL SOSA SUAREZ	[4] MIGUEL SOSA SUAREZ	XXXX X4031	CD (BPPR)	N/A	Dec. 30, 2013	N/A	\$260,211.45
41.	[4] MIGUEL SOSA SUAREZ	[4] MIGUEL SOSA SUAREZ	XXXX X4031	Transfer to Popular Securities	XXXX X8296	Feb. 27, 2014	N/A	\$180,000.00

42.	[4] MIGUEL SOSA SUAREZ	[4] MIGUEL SOSA SUAREZ	XXXX X4031	Transfer to Popular Securities	XXXX X8296	Mar. 13, 2014	N/A	\$30,000.00
43.	[4] MIGUEL SOSA SUAREZ	[4] MIGUEL SOSA SUAREZ	XXXX X4031	Cash	XXXX X8296	June 9, 2015	1	\$157,855.56
44.	[5] IRVING RIQUEL TORRES RODRIGUEZ	[5] IRVING RIQUEL TORRES RODRIGUEZ	XXXX X1509	Transfer to Popular Securities	XXXX X0950	Jan. 7, 2014	N/A	\$100,000.00
45.	[5] IRVING RIQUEL TORRES RODRIGUEZ	[5] IRVING RIQUEL TORRES RODRIGUEZ	XXXX X1509	Transfer to Popular Securities	XXXX X5956	Apr. 21, 2014	N/A	\$35,000.00
46.	[5] IRVING RIQUEL TORRES RODRIGUEZ	[5] IRVING RIQUEL TORRES RODRIGUEZ	XXXX X1509	Transfer to Popular Securities	XXXX X5956	Nov. 5, 2014	N/A	\$200,000.00
47.	[1] RAMON ORTA RODRIGUEZ [3] OSCAR RODRIGUEZ TORRES [4] MIGUEL SOSA SUAREZ	Hacienda	XXXX X0006	Global	XXXX X2367	Mar. 12, 2015	03235 757	\$200,000.00
48.	[4] MIGUEL SOSA SUAREZ	Global	XXXX X0151	Company E	XXXX X1825	July 2, 2015	166	\$48,348.00
49.	[4] MIGUEL SOSA SUAREZ	Global	XXXX X0151	Company E	XXXX X1825	July 2, 2015	167	\$38,292.00
50.	[4] MIGUEL SOSA SUAREZ	Global	XXXX X2367	Global	XXXX X0151	Mar. 16, 2015	110	\$109,179.48

256. All in violation of Title 18, United States Code, Section 1957 and 2.

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FORFEITURE ALLEGATIONS

The allegations contained in Counts One through Eighteen of this Indictment are hereby re-alleged and incorporated by reference for the purpose of alleging forfeitures pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c).

Upon conviction of an offense in violation of Title 18, United States Code, Sections 371, 666, 1341, or 1343 set forth in Counts One through Eighteen of this Indictment, the defendants,

[1] RAMON ORTA RODRIGUEZ,
 [2] EDGARDO VAZQUEZ MORALES,
 [3] OSCAR RODRIGUEZ TORRES,
 [4] MIGUEL SOSA SUAREZ,
 [5] IRVING RIQUEL TORRES RODRIGUEZ, and
 [6] CECILIA AMADOR LOPEZ,
 [7] JUAN CARLOS ORTIZ NIEVES

shall forfeit to the United States of America, pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), any property, real or personal, which constitutes or is derived from proceeds traceable to the offenses, including, but not limited to:

- a. a money judgment in the amount of \$9,894,352.50;
- b. the following bank accounts:

Administrative, Environmental, and Sports Consultants Corp	BPPR	XXXXXX5329
Administrative, Environmental, and Sports Consultants Corp	Popular Securities	XXXXXX0950
Global Sports Initiative LLC	BPPR	XXXXXX0151
Global Sports Initiative LLC	BPPR	XXXXXX2367
Irving Riquel Torres Rodriguez	BPPR	XXXXXX1509
Irving Riquel Torres Rodriguez	Popular Securities	XXXXXX5956
Juan C. Ortiz Nieves	BPPR	XXXXXX5604

Miguel A Sosa Suarez	BPPR	XXXXXX4031
Miguel A Sosa Suarez	BPPR	XXXXXX2370
Miguel A Sosa Suarez	FirstBank	XXXXXX6282
Miguel A Sosa Suarez	Popular Securities	XXXXXX8296
Oscar E Rodriguez Torres	BPPR	XXXXXX6996
Rosso Group Inc.	BPPR	XXXXXX6498
Rosso Group Inc.	BPPR	XXXXXX3665
Rosso Group Inc.	MaunaCoop	XXXXXX8129
Sports Consultants Inc.	BPPR	XXXXXX3467
Individual A	Santander	XXXXXX3147

If any of the property described above, as a result of any act or omission of the defendants (a) cannot be located upon the exercise of due diligence; (b) has been transferred or sold to, or deposited with, a third party; (c) has been placed beyond the jurisdiction of the court; (d) has been substantially diminished in value; or (e) has been commingled with other property which cannot be divided without difficulty, the United States of America shall be entitled to forfeiture of substitute property pursuant to Title 21, United States Code, Section 853(p), as incorporated by Title 28, United States Code, Section 2461(c).

All pursuant to 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c).

MONEY LAUNDERING FORFEITURE ALLEGATIONS

The allegations contained in Counts Twenty Three through Fifty of this Indictment are hereby realleged and incorporated by reference for the purpose of alleging forfeitures pursuant to Title 18, United States Code, Sections 982(a)(1).

Pursuant to Title 18, United States Code, Section 982(a)(1), upon conviction of an offense in violation of Title 18, United States Code, Section 1956 or 1957, the defendants,

[1] RAMON ORTA RODRIGUEZ,
[2] EDGARDO VAZQUEZ MORALES,
[3] OSCAR RODRIGUEZ TORRES,
[4] MIGUEL SOSA SUAREZ,
[5] IRVING RIQUEL TORRES RODRIGUEZ, and
[7] JUAN CARLOS ORTIZ NIEVES

shall forfeit to the United States of America any property, real or personal, involved in such offense, and any property traceable to such property. The property to be forfeited includes, but is not limited to, the following:

- a. a money judgment in the amount of \$9,894,352.50;
- b. the following bank accounts:

Administrative, Environmental, and Sports Consultants Corp	BPPR	XXXXX5329
Administrative, Environmental, and Sports Consultants Corp	Popular Securities	XXXXX0950
Global Sports Initiative LLC	BPPR	XXXXX0151
Global Sports Initiative LLC	BPPR	XXXXX2367
Irving Riquel Torres Rodriguez	BPPR	XXXXX1509
Irving Riquel Torres Rodriguez	Popular Securities	XXXXX5956
Juan C. Ortiz Nieves	BPPR	XXXXX5604
Miguel A Sosa Suarez	BPPR	XXXXX4031
Miguel A Sosa Suarez	BPPR	XXXXX2370
Miguel A Sosa Suarez	FirstBank	XXXXX6282
Miguel A Sosa Suarez	Popular Securities	XXXXX8296
Oscar E Rodriguez Torres	BPPR	XXXXX6996
Rosso Group Inc.	BPPR	XXXXX6498
Rosso Group Inc.	BPPR	XXXXX3665
Rosso Group Inc.	MaunaCoop	XXXXX8129
Sports Consultants Inc.	BPPR	XXXXX3467
Individual A	Santander	XXXXX3147

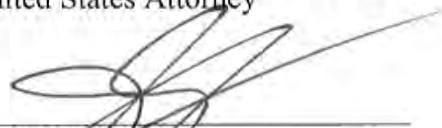
If any of the property described above, as a result of any act or omission of the defendants (a) cannot be located upon the exercise of due diligence; (b) has been transferred or sold to, or deposited with, a third party; (c) has been placed beyond the jurisdiction of the court; (d) has been substantially diminished in value; or (e) has been commingled with other property which cannot be divided without difficulty, the United States of America shall be entitled to forfeiture of substitute property pursuant to Title 21, United States Code, Section 853(p), as incorporated by Title 18, United States Code, Section 982(b)(1) and Title 28, United States Code, Section 2461(c).

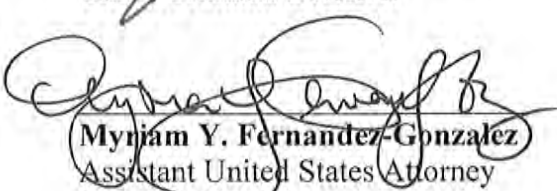
TRUE BILL

FOREPERSON

Date: 6/20/2017

ROSA EMILIA RODRÍGUEZ-VÉLEZ
United States Attorney


José Capó Priarte
Assistant United States Attorney
Chief, Criminal Division


Myriam Y. Fernandez-Gonzalez
Assistant United States Attorney
Deputy Chief, Financial Fraud &
Corruption Unit


Seth A. Erbe
Assistant United States Attorney