

UNITED STATES OF AMERICA
Before the
SECURITIES AND EXCHANGE COMMISSION

ADMINISTRATIVE PROCEEDING

File No. 3-21122

In the Matter of

EUGENIO GARCIA JIMENEZ, JR.

Respondent.

DIVISION OF ENFORCEMENT’S MOTION FOR DEFAULT AND OTHER RELIEF

I. Introduction

The Division of Enforcement (the “Division”), pursuant to Rule 155(a) and 220(f) of the Commission’s Rules of Practice, 17 C.F.R. §§ 201.155(a) and 201.220(f), moves for entry of an Order finding Respondent Eugenio Garcia Jimenez, Jr. (“Garcia”) in default and determining this proceeding against him upon consideration of the record. The Division sets forth the grounds below.

II. History of the Case

The Commission issued the Order Instituting Proceedings (“OIP”) on September 21, 2022 pursuant to Section 203(f) of the Investment Advisers Act of 1940 (“Advisers Act”). The OIP alleges that Garcia, while acting as an unregistered investment adviser, defrauded the City of Mayagüez, Puerto Rico (the “City”) and Mayagüez Economic Development, Inc. (“MEDI”), a Puerto Rico Municipal Enterprise. Specifically, the OIP alleges that Garcia falsely asserted that \$9 million of the City’s funds, earmarked to improve a local trauma center, was invested at a high rate of return at financial institutions. In reality, Garcia caused financial transactions that depleted the City’s funds and converted them to his own personal use.

On November 14, 2022, the Division filed a Notice of Filing Supplemental Proof of Service of OIP with an executed Amended Return of Service confirming that Garcia has been served with the OIP and Notice of Hearing. To date, Garcia has not filed an answer or any other response to the OIP.

III. Memorandum of Law

A. Garcia's Criminal Case

On March 22, 2021, a federal grand jury in the District of Puerto Rico returned an indictment against Garcia based on similar facts alleged in the OIP. *United States v. Eugenio Garcia-Jimenez, et al.*, No. 3:21-cr-00082-ADM-MDM (D.P.R.) (“Criminal Case”).¹ The grand jury charged him with one count of conspiracy to commit wire fraud (18 U.S.C. §§ 1349 and 1343), eighteen counts of wire fraud (18 U.S.C. § 1343), and one count of money laundering (18 U.S.C. § 1957). *Id.* Garcia entered into a Plea Agreement on August 25, 2022.² On September 15, 2022, the Court in the Criminal Case accepted Garcia’s guilty plea to one count of conspiracy to commit wire fraud in violation of 18 U.S.C. § 1349, and one count of engaging in monetary transactions in property derived from a specified unlawful activity in violation of 18 U.S.C. § 1957.³

B. Facts

Based on Garcia’s default, the allegations of the OIP “may be deemed to be true.” 17 C.F.R. § 201.155(a). Moreover, Garcia’s guilty plea binds him to the facts he admitted. *See Gary L. McDuff*, Exch. Act Rel. No. 74803, at 5 & n.18, 2015 WL 1873119, at n.18 (Apr. 23,

¹ Ex. 1 (Criminal Case, Indictment at DE 3).

² Ex. 2 (Criminal Case, Plea Agreement at DE 253).

³ Composite Ex. 3 (Criminal Case, Report and Recommendation Re: Rule 11(c)(1)(B) Guilty Plea Hearing at DE 257 (“R&R”) and Order adopting R&R at DE 262).

2015); *Don Warner Reinhard*, Exch. Act Rel. No. 63720, at 11-12, 2011 WL 121451, at *7 (Jan. 14, 2011) (respondent who pleaded guilty “cannot now dispute the accuracy of the findings set out in the Factual Basis for Plea Agreement”); *Gary M. Kornman*, Exch. Act Rel. No. 59403, at 12, 2009 WL 367635, at *8 (Feb. 13, 2009) (criminal conviction based on guilty plea precludes litigation of issues in Commission proceedings), *aff’d*, 592 F.3d 173 (D.C. Cir. 2010).

The OIP and the facts admitted as part of Garcia’s guilty plea establish the following:

From 2016 through 2018, Garcia was the CEO and principal of Eugenio Garcia Jr. and Associates, LLC (“Garcia and Associates”), a Mayagüez, Puerto Rico firm that held itself out as an investment adviser that assisted municipal governments in facilitating investment in public development and pursuing “capital endeavors” with investors. *See* OIP at ¶ A.1. Garcia acted as an unregistered investment adviser within the meaning of the Advisers Act by, among other things, providing investment advice on securities to the City and MEDI. *Id.*

In connection with his guilty plea, Garcia admitted that from on or about March 2016 to on or about June 2018, he conspired with others to defraud the City and MEDI, and to obtain money and property by means of materially false and misleading statements involving the City’s funds.⁴ Garcia and his co-conspirators misrepresented that \$9 million in the City’s funds was invested at a high rate of return. *Id.* In truth, they misappropriated the City’s funds using multiple shell companies and financial accounts. *Id.* They used the City’s money to purchase personal items and real property, and ultimately only returned to the City \$1.8 million, which they falsely represented was its return on investment. *Id.*

⁴ Ex. 2 (Criminal Case, Plea Agreement at p. 14).

C. Entry of Default is Appropriate

Under Rule 155(a) of the Commission's Rules of Practice, a party who fails to file a timely answer "may be deemed to be in default" and the Commission "may determine the proceeding against that party upon consideration of the record, including the order instituting proceedings, the allegations of which may be deemed to be true" 17 C.F.R. § 201.155(a). Here, Garcia has not filed an answer, and therefore the proceeding should be determined against him based on the record.

The facts established by Garcia's default and his guilty plea show that the Division is entitled to the relief it seeks under the Advisers Act Section 203(f), which provides an associational bar (but not a penny stock bar) for a person with a qualifying conviction who at the time of the misconduct was associated with an investment adviser:

The Commission, by order, shall censure or place limitations on the activities of any person associated, seeking to become associated, or, at the time of the alleged misconduct, associated or seeking to become associated with an investment adviser, or suspend for a period not exceeding 12 months or bar any such person from being associated with an investment adviser, broker, dealer, municipal securities dealer, municipal advisor, transfer agent, or nationally recognized statistical rating organization, if the Commission finds, on the record after notice and opportunity for hearing, that such censure, placing of limitations, suspension, or bar is in the public interest and that such person . . . has been convicted of any offense specified in [Investment Advisers Act Section 203(e)(2)] within ten years of the commencement of the proceedings under this subsection.

See 15 U.S.C. § 80b-3(f).

For the purpose of Section 203(f), the term "convicted" includes "a verdict, judgment, or plea of guilty, or a finding of guilt on a plea of nolo contendere, if such verdict, judgment, plea, or finding has not been reversed, set aside, or withdrawn, whether or not sentence has been imposed."

15 USC § 80b-2(a)(6).

Section 203(e)(2)(C) “involves the larceny, theft, robbery, extortion, forgery, counterfeiting, fraudulent concealment, embezzlement, fraudulent conversion, or misappropriation of funds or securities or substantially equivalent activity however denominated by the laws of the relevant foreign government.” 15 U.S.C. § 80b-3(e)(2)(C).

Section 203(e)(2)(D) “involves the violation of section 152, 1341, 1342, or 1343 [*i.e.*, wire fraud] or chapter 25 or 47 of title 18, or a violation of substantially equivalent foreign statute.” 15 U.S.C. § 80b-3(e)(2)(D).

As discussed further below, the requirements of Section 203(f)—timely issuance of the OIP, Garcia’s conviction (*i.e.*, guilty plea) under a qualifying statute, and Garcia’s misconduct committed while he was associated with an unregistered investment adviser—are satisfied here.

1. The Division Timely Filed this Action

The Division must commence a proceeding under Section 203(f) within “ten years” of the criminal conviction. Here, the Court accepted Garcia’s guilty plea on September 15, 2022, and the OIP was issued on September 21, 2022. Therefore, this matter was timely filed.

2. Garcia Has Been Convicted of a Qualifying Offense

Under the Advisers Act, the Commission may sanction Garcia for an offense that “involves” wire fraud, or “embezzlement, fraudulent conversion, or misappropriation of funds.” *See* Advisers Act §§ 203(e)(2)(C)-(D), 203(f). Here, Garcia pled guilty to one count of conspiracy to commit wire fraud and one count of engaging in monetary transactions in property derived from a specified unlawful activity, *i.e.*, wire fraud and conspiracy to commit wire fraud.⁵ The underlying

⁵ Ex. 2 (Criminal Case, Plea Agreement at pp. 1-3).

conduct involved false representations to the City and MEDI, misappropriation of the City's funds, and the use of criminally derived property to purchase real estate.⁶

3. Garcia Was Associated with an Investment Adviser at the Time of the Misconduct

Section 203(f) requires Garcia to have been associated with an investment adviser at the time of the misconduct. Here, deemed admitted is the OIP's allegation that from 2016 through 2018, Garcia "was the CEO and principal of [Garcia and Associates], a Mayagüez, Puerto Rico firm that held itself out as an investment adviser that assisted municipal governments in facilitating investment in public development and pursuing 'capital endeavors' with investors." See OIP at ¶ A.1. Also deemed admitted is the OIP's allegation that Garcia "acted as an unregistered investment adviser within the meaning of the Advisers Act" by providing securities investment advice to the City and MEDI, among other things. *Id.* In his guilty plea, Garcia admitted that while acting as an "advisor to [the City] and MEDI," he engaged in a scheme to defraud the City and MEDI from on or about March 2016 to on or about June 2018, using financial accounts and corporate entities, such as Garcia and Associates.⁷ Thus, Garcia was associated "at the time of the alleged misconduct." See *Kornman v. SEC*, 592 F.3d 173, 184 (D.C. Cir. 2010) ("The Commission properly relied on the ordinary meaning of alleged 'misconduct,' which refers to allegedly 'unlawful or improper behavior.'").

4. An Industry Bar Is an Appropriate Sanction

In determining whether an industry bar is in the "public interest," the Commission considers

the egregiousness of the respondent's actions, the isolated or recurrent nature of the infraction, the degree of scienter involved, the sincerity of the respondent's

⁶ *Id.* at pp. 14, 18-19.

⁷ Ex. 2 (Criminal Case, Plea Agreement at pp. 14-16).

assurances against future violations, the respondent's recognition of the wrongful nature of his conduct, and the likelihood that the respondent's occupation will present opportunities for future violations.

Lawrence Deshetler, Advisers Act Rel. No. 5411, at 4, 2019 WL 6221492, at *2 (Nov. 21, 2019). “Absent extraordinary mitigating circumstances, an individual who has been convicted cannot be permitted to remain in the securities industry.” *Frederick W. Wall*, Exch. Act Rel. No. 52467, at 8, 2005 WL 2291407, at *4 (Sept. 19, 2005) (quotation omitted); *accord Shreyans Desai*, Exch. Act Rel. No. 80129, at 6, 2017 WL 782152, at *4 (Mar. 1, 2017).

These factors weigh in favor of an industry bar. As to the first, second and third factors, Garcia's actions were egregious, recurrent, and involved a high degree of scienter: he has admitted that for more than two years, he made false representations to the City and MEDI regarding the use of the City's funds, and used corporate entities and financial accounts to misappropriate millions of dollars in the City's funds that were earmarked to improve a local trauma center.⁸ Furthermore, he pled guilty to conspiracy to commit wire fraud, including that he “knew” the conspiracy existed and that he “knowingly and voluntarily joined it.” *See United States v. Moran*, 778 F.3d 942, 960 (11th Cir. 2015) (setting forth elements for conspiracy to commit wire fraud). He also pled guilty to “knowingly” engaging in a monetary transaction in property derived from a specified unlawful activity. *See* 18 U.S.C. §1957(a).

With respect to the fourth and fifth factors, notwithstanding his guilty plea, Garcia has not participated in this matter, thus providing no assurances that he will avoid future violations of the law. *See Kimm Hannan*, Advisers Act Rel. No. 5906, at 4, 2021 WL 5161855, *3 (Nov. 5, 2021) (“Because Hannan failed to answer the OIP or respond to the order to show cause or to the Division's motion, he has made no assurances to us that he will not commit future violations or

⁸ *See* Ex. 2 (Criminal Case, Plea Agreement at p. 15).

that he recognizes the wrongful nature of his conduct.”); *Oscar Ferrer Rivera*, Advisers Act Rel. No. 5759, at 6, 2021 WL 2593642, *4 (June 24, 2021) (“Although his guilty plea indicates that Ferrer might have some appreciation for the wrongfulness of his conduct, it does not outweigh the evidence that he poses a risk to the investing public.”). While “[c]ourts have held that the existence of a past violation, without more, is not a sufficient basis for imposing a bar . . . the existence of a violation raises an inference that it will be repeated.” *Tzemach David Netzer Korem*, Exchange Act Rel. No. 70044, at 10 n.50, 2013 WL 3864511, at n.50 (July 26, 2013) (quotation and alternations omitted). Garcia has offered no evidence to rebut that inference.

Sixth, although Garcia faces imprisonment, unless he is barred from the securities industry he will have the chance to again harm investors. *Hannan*, Advisers Act Rel. No. 5906, at 4, 2021 WL 5161855, *3 (“Although Hannan is currently incarcerated, absent a bar, he would have the opportunity to re-enter the securities industry and commit further violations upon his release.”).

IV. Conclusion

For the reasons discussed above, the Division asks the Commission to sanction Garcia by barring him from association with any broker, dealer, investment adviser, municipal securities dealer, municipal advisor, transfer agent, or nationally recognized statistical rating organization.

January 12, 2023

Respectfully submitted,

Moot,
Stephanie

Digitally signed by
Moot, Stephanie
Date: 2023.01.12
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Stephanie N. Moot
Senior Trial Attorney
Phone: (305) 982-6313
moots@sec.gov
Rosalind Ward (Paralegal)
wardro@sec.gov

DIVISION OF ENFORCEMENT
SECURITIES AND EXCHANGE COMMISSION
801 Brickell Avenue, Suite 1800

Miami, FL 33131
Phone: (305) 982-6300
Fax: (305) 536-4154

CERTIFICATE OF SERVICE

Pursuant to Rule 150 of the Commission's Rules of Practice, I hereby certify that on January 12, 2023, the foregoing document was filed using the eFAP system, and that a true and correct copy of the document is being served via email and U.S. Mail on the following persons entitled to notice:

ELECTRONIC SERVICE AND U.S. MAIL
Mr. Eugenio García Jiménez, Jr.



Respondent

Moot,
Stephanie

Digitally signed by
Moot, Stephanie
Date: 2023.01.12
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Stephanie N. Moot
Senior Trial Counsel

UNITED STATES OF AMERICA
Before the
SECURITIES AND EXCHANGE COMMISSION

ADMINISTRATIVE PROCEEDING

File No. 3-21122

In the Matter of

EUGENIO GARCIA JIMENEZ, JR.

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INDEX OF ATTACHMENTS

| <u>Attachment</u> | <u>Description</u> |
|--------------------------|---|
| 1 | Indictment (Case No. 3:21-cr-00082 (D.P.R.)) |
| 2 | Plea Agreement (Case No. 3:21-cr-00082 (D.P.R.)) |
| 3 | Report and Recommendation Re: Rule 11(c)(1)(B) Guilty Plea Hearing; and Order adopting Report and Recommendation on Plea of Guilty (Case No. 3:21-cr-00082 (D.P.R.)) |

GARCIA JIMENEZ, JR. Attachment 1

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

UNITED STATES OF AMERICA,

Plaintiff,

v.

[1] EUGENIO GARCIA JIMENEZ aka Gino;
(Counts 1 through 23)
[2] STEPHEN KIRKLAND aka Steve;
(Counts 1, 4, 12-13, 15, 24-27)
[3] STEVE MINGER aka Steven John Moore;
(Counts 1, 4-17, 25, 28)
[4] ALEJANDRO RIERA FERNANDEZ;
(Counts 1, 6, 16, 29)
[5] JOSEPH KIRKLAND;
(Counts 1, 10)
[6] ARNALDO J. IRIZARRY IRIZARRY;
(Counts 1, 7, 17, 30)
[7] ROBERTO MEJILL TELLADO;
(Counts 1, 5-7, 16-17, 31-33)

Defendants.

INDICTMENT

CRIMINAL No. 21- 082 (ADC)

Violations:

(COUNT ONE)
Title 18, United States Code, §§ 1349
and 1343

(COUNTS TWO to EIGHTEEN)
Title 18, United States Code, §§ 1343
and 2

(COUNTS NINETEEN TO THIRTY-
THREE)
Title 18, United States Code, §§ 1957
and 2

Forfeiture Allegation
Title 18, United States Code, §§ 981,
982; Title 21, United States Code, §
853; Title 28, United States Code, §
2461; and Rule 32.2(a) F.R.C.P.

(THIRTY-THREE COUNTS)

THE GRAND JURY CHARGES:

COUNT ONE

(Conspiracy to Commit Wire Fraud)
Title 18, United States Code, Sections 1349 and 1343

SYNOPSIS

1. From on or about March 2016 to on about June 2018, defendants [1] EUGENIO GARCIA JIMENEZ aka Gino; [2] STEPHEN KIRKLAND aka Steve; [3] STEVE MINGER; [4] ALEJANDRO RIERA FERNANDEZ; [5] JOSEPH KIRKLAND; [6] ARNALDO J. IRIZARRY IRIZARRY; and [7] ROBERTO MEJILL TELLADO

orchestrated a scheme to defraud the Municipality of Mayaguez (hereinafter “Mayaguez”) and Mayaguez Economic Development, Inc. (hereinafter “MEDI”) of monies belonging to Mayaguez, by falsely representing that the totality of \$9,000,000.00 in principal belonging to Mayaguez and entrusted to MEDI for investment was in fact invested and yielding a significant rate of return. All the while these material false representations were made to Mayaguez and MEDI, defendants transferred, distributed, and spent the money in ways inconsistent with the representations made to Mayaguez and MEDI about the investment of the money. Using multiple shell corporate entities and financial accounts, defendants collectively received hundreds of thousands of dollars belonging to Mayaguez, intended for investment, which defendants then used for personal expenses and purchases of personal and real property. The use of shell corporate entities further served to conceal the scheme to defraud Mayaguez and MEDI and allow defendants to lull Mayaguez and MEDI into believing that the \$9,000,000.00 was invested as falsely represented by defendants. Of the \$9,000,000 obtained from Mayaguez through material misrepresentations, the defendants only returned \$1,800,000 to Mayaguez and in doing so, falsely represented that the \$1,800,000.00 was a return on investment.

BACKGROUND ON MEDI

2. Mayaguez, through its municipal legislature, authorized the creation of MEDI as a for-profit public corporation, legally independent from the Municipal Government of Mayaguez, as allowed under Law 81-1991, Autonomous Municipalities Law of Puerto Rico, Article 2.004, 21 L.P.R.A. § 4054. MEDI was registered on April 11, 2014, with the Puerto Rico State Department as a domestic for-profit municipal business with a purpose of conducting any licit business permitted by the law in Puerto Rico.

3. Given that MEDI is not a government entity, it is not subject to audit by the Puerto Rico Office of the Comptroller.

4. MEDI's Board of Directors included five members: the Mayor of Mayaguez as president of the board, the Mayaguez Finance Director, and three other municipal employees named and designated by the Mayor.

5. MEDI's stated objectives were to promote the economic development of Mayaguez and the western region of Puerto Rico, create jobs, be involved in infrastructure projects, and improve the quality of life of the citizens, among others. The Municipal Legislature authorized Mayaguez to transfer its properties and assets as needed to make this possible.

BACKGROUND ON \$9,000,000.00

6. From on or about August 2014 and up and until January 2016, Mayaguez was assigned millions of dollars for renovations and improvements to the Mayaguez Trauma Center through a series of joint resolutions from the Puerto Rico Legislature. Of the money assigned, Mayaguez received approximately \$8,761,839.00. That money, deposited into a bank account of Mayaguez, was the bulk of \$9,000,000.00 transferred to MEDI for investment, as represented to Mayaguez and MEDI by defendant [1] EUGENIO GARCIA JIMENEZ.

RELEVANT INDIVIDUALS, ENTITIES, AND BANK ACCOUNTS

7. At times relevant to this Indictment, defendant [1] EUGENIO GARCIA JIMENEZ was an advisor to Mayaguez and MEDI.

8. At times relevant to this Indictment, defendant [2] STEPHEN KIRKLAND was the brother of [5] JOSEPH KIRKLAND and signer as President on a bank account belonging to M.A.G. Holdings Inc. (hereinafter "MAG")

9. At times relevant to this Indictment, defendant [3] STEVE MINGER, representing himself to be an executive for several of the shell corporate entities used in the scheme to defraud Mayaguez and MEDI, opened multiple bank accounts which then received money from the \$9,000,000.00 belonging to Mayaguez and allowed defendants to transfer, distribute and spend the money in ways inconsistent with the representations made to Mayaguez and MEDI about the investment of the money.

10. At times relevant to this Indictment, defendant [4] ALEJANDRO RIERA FERNANDEZ was MEDI's Executive Director.

11. At times relevant to this Indictment, defendant [5] JOSEPH KIRKLAND was a financial advisor at Union Banc Investment Services (UBIS), where the first account used in the scheme to defraud was opened.

12. At times relevant to this Indictment, defendant [6] ARNALDO J. IRIZARRY IRIZARRY was a contractor providing legal representation to Mayaguez.

13. At times relevant to this Indictment, defendant [7] ROBERTO MEJILL TELLADO was a contractor providing consulting and financial services to Mayaguez.

14. In addition to the roles above described, at times relevant to this Indictment, defendants executed the scheme to defraud by using existing corporate entities, as well as incorporating and causing the incorporation of new corporate entities to be used, including but not limited to the following:

| Name of Entity | Date of Incorporation | Place of Incorporation | Individuals in Control |
|---|-----------------------|------------------------|---|
| Mayaguez Economic Development - Financial Strategies Inc. (hereinafter "MEDFS") | December 26, 2014 | Puerto Rico | [1] EUGENIO GARCIA JIMENEZ |
| M.A.G. Holdings Inc. (hereinafter "MAG") | January 22, 2015 | Puerto Rico | [1] EUGENIO GARCIA JIMENEZ |
| Tega Holdings LLC (TEGA) | September 7, 2015 | Delaware | [1] EUGENIO GARCIA JIMENEZ; [7] ROBERTO MEJILL TELLADO |
| MEDI Management, Inc. | September 17, 2015 | Puerto Rico | [1] EUGENIO GARCIA JIMENEZ |
| MEDI Films | December 30, 2015 | Puerto Rico | [1] EUGENIO GARCIA JIMENEZ |
| MEDI CIDREX | December 30, 2015 | Puerto Rico | [1] EUGENIO GARCIA JIMENEZ |
| MEDI SNIF | December 30, 2015 | Puerto Rico | [1] EUGENIO GARCIA JIMENEZ |
| U.A.-United Advisors Corporation | March 17, 2016 | Puerto Rico | [6] ARNALDO J. IRIZARRY IRIZARRY |
| Imanagement LLC | March 29, 2016 | Puerto Rico | [4] ALEJANDRO RIERA FERNANDEZ |
| Eugenio Garcia Jr. & Associates LLC | May 9, 2016 | Puerto Rico | [1] EUGENIO GARCIA JIMENEZ |
| Leyton Suisse Mayaguez Corp. (hereinafter "Leyton Suisse") | May 13, 2016 | Puerto Rico | [1] EUGENIO GARCIA JIMENEZ |
| MAG Film Studios, LLC; | October 17, 2016 | Puerto Rico | [1] EUGENIO GARCIA JIMENEZ |
| Premier Investment and Financial Services Group LLC (hereinafter "Premier") | November 1, 2016 | Puerto Rico | [1] EUGENIO GARCIA JIMENEZ; [7] ROBERTO MEJILL TELLADO |

15. At times relevant to this Indictment, defendants executed the scheme to defraud by using existing corporate and personal bank accounts, as well as opening new corporate and personal banks accounts, that would allow for the \$9,000,000.00 to be transferred, distributed, and spent by defendants in ways inconsistent with the representations made to Mayaguez and MEDI. Relevant bank accounts include but are not limited to:

| Account Holder and Number | Opening Date | Financial Institution | Authorized Signers and Person Opening the Account |
|--|---------------------|--|--|
| The initial wire transfers executed in furtherance of the scheme to defraud came from these two accounts. | | | |
| MEDI – ending in 2567 | March 29, 2016 | Union Banc Investment Services (hereinafter “UBIS”). | [1] EUGENIO GARCIA JIMENEZ |
| MEDFS – ending in 1083 | June 9, 2016 | LPL Financial | [1] EUGENIO GARCIA JIMENEZ |
| The \$9,000,000.00 moved from the UBIS and LPL Financial accounts into the next four accounts. | | | |
| MAG – ending in 8221 | February 2015 | Banco Popular de Puerto Rico (hereinafter “BPPR”) | [1] EUGENIO GARCIA JIMENEZ |
| TEGA – ending in 6938 | March 31, 2016 | Wells Fargo | [1] EUGENIO GARCIA JIMENEZ; [3] STEVE MINGER; [7] ROBERTO MEJILL TELLADO |
| MAG – ending in 6920 | March 31, 2016 | Wells Fargo | [1] EUGENIO GARCIA JIMENEZ; [2] STEPHEN KIRKLAND; [3] STEVE MINGER; |
| MEDFS – ending in 3735 | April 8, 2016 | Wells Fargo | [1] EUGENIO GARCIA JIMENEZ; [3] STEVE MINGER; |
| The money is then moved to and from multiple accounts, including the accounts itemized below, as defendants transferred, distributed, and spent the \$9,000,000.00 belonging to Mayaguez and represented as still invested to Mayaguez and MEDI. | | | |
| [1] EUGENIO GARCIA JIMENEZ; ending in 2627 | July 17, 2014 | Banco Santander | [1] EUGENIO GARCIA JIMENEZ; |

| Account Holder and Number | Opening Date | Financial Institution | Authorized Signers and Person Opening the Account |
|---|---------------------|------------------------------|--|
| Atlanta Family Restaurant and Bakery's – ending in 1486 | September 2015 | Wells Fargo | [2] STEPHEN KIRKLAND |
| MAG – ending in 6896 | March 4, 2016 | Wells Fargo | [3] STEVE MINGER |
| TEGA – ending in 3593 | March 31, 2016 | Wells Fargo | [1] EUGENIO GARCIA JIMENEZ; [3] STEVE MINGER; [7] ROBERTO MEJILL TELLADO |
| Imanagement -ending in 3301 | March 31, 2016 | Banco Santander | [4] ALEJANDRO RIERA FERNANDEZ |
| U.A. United Advisors – ending in 5033 | April 1, 2016 | BPPR | [6] ARNALDO J. IRIZARRY IRIZARRY |
| [7] ROBERTO MEJILL TELLADO – ending in 1505 | April 2, 2016 | Wells Fargo | [7] ROBERTO MEJILL TELLADO; |
| [7] ROBERTO MEJILL TELLADO – ending in 5260 | April 2, 2016 | Wells Fargo | [7] ROBERTO MEJILL TELLADO; |
| [1] EUGENIO GARCIA JIMENEZ; Individual A – ending in 1497 | April 5, 2016 | Wells Fargo | [1] EUGENIO GARCIA JIMENEZ; Individual A |
| Eugenio Garcia Jr. and Associates LLC – ending in 2646 | May 17, 2016 | BPPR | [1] EUGENIO GARCIA JIMENEZ; Individual B |
| [1] EUGENIO GARCIA JIMENEZ; Individual A - ending in 5229 | May 19, 2016 | Wells Fargo | [1] EUGENIO GARCIA JIMENEZ; Individual A |
| Leyton Suisse Mayaguez Corp - ending 5882 | June 17, 2016 | Wells Fargo | [1] EUGENIO GARCIA JIMENEZ; [3] STEVE MINGER; |
| TEGA – ending in 9727 | November 30, 2016 | Home Banc, N.A | [7] ROBERTO MEJILL TELLADO; |
| Premier – ending in 7228 | December 1, 2016 | BPPR | [1] EUGENIO GARCIA JIMENEZ; [7] ROBERTO MEJILL TELLADO; |

| Account Holder and Number | Opening Date | Financial Institution | Authorized Signers and Person Opening the Account |
|--|---------------------|-------------------------------------|--|
| | | | Individual D |
| [7] ROBERTO MEJILL TELLADO; - ending in 9834 | December 9, 2016 | Home Banc, N.A | [7] ROBERTO MEJILL TELLADO; |
| MEDFS- ending in 3950, and 8722 | December 14, 2016 | Bank of America (hereinafter "BOA") | [1] EUGENIO GARCIA JIMENEZ; [3] STEVE MINGER; |
| MAG – ending in 3963, 9899, and 9873 | December 14, 2016 | BOA | [1] EUGENIO GARCIA JIMENEZ; [3] STEVE MINGER; |
| [3] STEVE MINGER - ending in 6517 | December 14, 2016 | BOA | [3] STEVE MINGER; |
| MEDFS – ending in 8719 | December 30, 2016 | BOA | [1] EUGENIO GARCIA JIMENEZ; [3] STEVE MINGER; |
| [1] EUGENIO GARCIA JIMENEZ – ending in 1861 and 5796 | December 30, 2016 | BOA | [1] EUGENIO GARCIA JIMENEZ; |
| Eugenio Garcia Jr. and Associates LLC – ending in 2496 | January 25, 2017 | BPPR | [1] EUGENIO GARCIA JIMENEZ; Individual D |
| Venus Mini Med Spa LLC – ending in 4014 | February 22, 2017 | BOA | [3] STEVE MINGER; |

THE SCHEME TO DEFRAUD

16. Beginning at least as early as in or about March 2016 and continuing through on or about November 2017, in the District of Puerto Rico and elsewhere, defendants did knowingly and willfully execute and attempt to execute a scheme and artifice to defraud the Municipality of Mayaguez and MEDI of money and property and to obtain money and property from said entities by means of false and fraudulent pretenses, representations and promises.

MANNERS AND MEANS OF THE SCHEME TO DEFRAUD

The manners and means utilized to accomplish the scheme to defraud included, among others, the following:

17. Defendant [1] EUGENIO GARCIA JIMENEZ conferred with and procured from [2] STEPHEN KIRKLAND and [5] JOSEPH KIRKLAND documents to be sent to Mayaguez to cause Mayaguez to believe that the \$9,000,000.00 would be invested at a high rate of return (over 8%), when in fact immediately upon receipt of the monies at the UBIS Account defendant [1] EUGENIO GARCIA JIMENEZ caused the transfer of the monies in ways inconsistent with the representation to Mayaguez.

18. Immediately upon opening the UBIS account, on March 31, 2016, defendant [5] JOSEPH KIRKLAND converted MEDI's investment account into a margin account, using the entire portfolio as collateral against future loans and purchased \$8,999,276.72 in various US Treasury Securities, earning a blended interest rate of approximately 2%.

19. From April 1, 2016 through April 20, 2016, defendants [1] EUGENIO GARCIA JIMENEZ and [5] JOSEPH KIRKLAND caused \$4.1 million to be transferred out of the UBIS account in five (5) wire transfers, despite representing to UBIS that the account would be funded by an initial investment of nine-million dollars, with zero to five transactions expected per year.

20. On June 9, 2016, MEDI's entire investment portfolio was transferred to LPL Financial, to be managed by Individual C, a financial advisor. MEDI's UBIS account was transferred in full, including the margin debt of \$4.1 million, its accrued interest, and the investments in various US Treasury Securities, to MEDFS' LPL Financial Account ending in 1083.

21. Defendant [1] EUGENIO GARCIA JIMENEZ would confer with and seek advice from [2] STEPHEN KIRKLAND in responding to inquiries from Individual C about the ownership of the monies placed at LPL Financial.

22. Defendant [1] EUGENIO GARCIA JIMENEZ made several different representations to Individual C about the ownership of MEDI and MEDFS intending to conceal that the monies placed at LPL Financial belonged to Mayaguez.

23. From June 21, 2016 through July 6, 2016, defendant [1] EUGENIO GARCIA JIMENEZ instructed Individual C to wire \$3,150,000.00 in three (3) transactions, via margin borrowing power, to MEDFS's Wells Fargo Account ending in 3735.

24. On September 23, 2016, Individual C sold all of the US Treasury Securities in the MEDFS account, totaling approximately \$9,136,367.90. This balance was used to pay off the margin loan debt and the associated interest at LPL Financial, leaving a total of \$1,764,808.54. The remaining balance was sent to MEDFS' Wells Fargo Account ending in 3735 via check to the order of MEDFS dated September 29, 2016.

25. The monies transferred out of UBIS Account ending in 2567 and LPL Financial Account ending in 1083 were transferred into MEDFS' Wells Fargo Account ending in 3735; TEGA's Wells Fargo Account ending in 6938; MAG's Wells Fargo Account 6920; and MAG's BPPR Account ending in 8221.

26. From the four accounts mentioned above, the monies were transferred into and out of no less than twenty different bank accounts from which the monies were then distributed and used by defendants [1] EUGENIO GARCIA JIMENEZ; [2] STEPHEN KIRKLAND; [3] STEVE MINGER; [4] ALEJANDRO RIERA FERNANDEZ; [5] JOSEPH KIRKLAND; [6] ARNALDO J. IRIZARRY IRIZARRY; and [7] ROBERTO

MEJILL TELLADO, in ways inconsistent with the false representation to MEDI and Mayaguez that the \$9,000,000.00 was invested at a high rate of return.

27. MEDFS' Wells Fargo Account ending in 3735 was used to transfer monies from the \$9,000,000.00 belonging to Mayaguez in ways that depleted the funds, including but not limited to, payments directly to defendants, such as: \$10,000.00 transferred to defendant [5] JOSEPH KIRKLAND on April 21, 2016 to his personal Heritage Oaks Bank Account ending at 8740; \$500,000.00 transferred on April 17, 2016, to defendant [1] EUGENIO GARCIA JIMENEZ's Banco Santander Account ending in 2627; \$100,000.00 transferred to [2] STEPHEN KIRKLAND on July 7, 2016, via Atlanta Family Restaurant and Bakery; and approximately \$1,148,000.00 transferred to defendant [1] EUGENIO GARCIA JIMENEZ's Wells Fargo Account ending in 1497 between 2016 to 2017.

28. In addition, MEDFS' Wells Fargo Account ending in 3735 was used to lull Mayaguez and MEDI into believing that the \$9,000,000.00 was still invested and generating interest, through a transfer of \$1,800,000.00 on June 24, 2016, to Mayaguez's Banco Santander Account ending in 7266, which was represented as return on investment, when it was in fact a partial return of Mayaguez's own principal of \$9,000,000.00.

29. TEGA Holdings LLC's Wells Fargo Account ending in 6938 was used to transfer monies from the \$9,000,000.00 belonging to Mayaguez in ways that depleted the funds, including but not limited to, payments directly to defendants, such as: approximately \$133,200.00 transferred and distributed to defendant [5] ALEJANDRO RIERA FERNANDEZ through Imanagement from on or about April to on or about December of 2016; approximately \$126,100.00 transferred and distributed to defendant [6] ARNALDO J. IRIZARRY IRIZARRY through U.A. United Advisors Corp from on or about April 2016 to

on or about December of 2016; and approximately \$444,000.00 transferred and distributed to defendant [7] ROBERTO MEJILL TELLADO from on or about April to on or about November of 2016; and approximately \$401,500.00 transferred and distributed to defendant [1] EUGENIO GARCIA JIMENEZ from on or about April to on or about September of 2016.

30. M.A.G. Holdings Inc.'s Wells Fargo Account ending in 6920 was used to transfer monies from the \$9,000,000.00 belonging to Mayaguez in ways that depleted the funds, including but not limited to, payments directly to defendants, such as: at least \$87,673.72 withdrawn by defendant [2] STEPHEN KIRKLAND from on or about April 2016 to on or about December 2016.

31. Money from the \$9,000,000.00, after being transferred through multiple accounts, would be spent by defendants on consumer goods and services, including but not limited to a marine vessel, jewelry, clothing, school tuition, restaurants, utilities, credit card payments, and home décor, as well as real estate improvements (pools, for example) and the payment of home mortgages.

32. On September 28, 2016, defendant [1] EUGENIO GARCIA JIMENEZ had one of his employees, Individual D, send the Mayaguez Director of Finance an email with a false statement from Leyton Swiss dated August of 2016, and very similar to the statement issued by UBIS for Account ending 2567 during March of 2016. It represented to Mayaguez that the \$9,000,000.00 transferred to MEDI in March 29, 2016, was still invested when it was not.

33. On November 6, 2017, defendant [1] EUGENIO GARCIA JIMENEZ falsely and fraudulently represented to the Mayaguez Mayor that MEDI invested the \$9,000,000.00

and obtained an 18% interest on it, and urged the Mayaguez Mayor to leave the investment for three (3) to five (5) years as it would generate \$87,300.00 per month.

34. In April 2018, defendant [1] EUGENIO GARCIA JIMENEZ falsely and fraudulently represented to MEDI and Mayaguez that the \$9,000,000.00 remained intact ready to be reinvested and to generate interests.

STATUTORY ALLEGATIONS

35. From at least in or around March 2016 up to and including 2018, in the District of Puerto Rico and elsewhere, defendants [1] EUGENIO GARCIA JIMENEZ; [2] STEPHEN KIRKLAND aka Steve; [3] STEVE MINGER; [4] ALEJANDRO RIERA FERNANDEZ; [5] JOSEPH KIRKLAND; [6] ARNALDO J. IRIZARRY IRIZARRY; and [7] ROBERTO MEJILL TELLADO, and others known and unknown, willfully and knowingly, did combine, conspire, confederate, and agree together and with each other to commit wire fraud, in violation of Title 18, United States Code, Section 1343.

36. It was a part and object of the conspiracy that defendants [1] EUGENIO GARCIA JIMENEZ; [2] STEPHEN KIRKLAND; [3] STEVE MINGER; [4] ALEJANDRO RIERA FERNANDEZ; [5] JOSEPH KIRKLAND; [6] ARNALDO J. IRIZARRY IRIZARRY; and [7] ROBERTO MEJILL TELLADO, and others known and unknown, willfully and knowingly, having devised and intending to devise a scheme and artifice to defraud and for obtaining money and property by means of materially false and fraudulent pretenses, representations, and promises, would and did transmit and cause to be transmitted by means of wire, radio, and television communication in interstate and foreign commerce, writings, signs, signals, pictures, and sounds for the purpose of executing such scheme and artifice, in violation of Title 18, United States Code, Section 1343, to wit,

defendants [1] EUGENIO GARCIA JIMENEZ; [2] STEPHEN KIRKLAND; [3] STEVE MINGER; [4] ALEJANDRO RIERA FERNANDEZ; [5] JOSEPH KIRKLAND; [6] ARNALDO J. IRIZARRY IRIZARRY; and [7] ROBERTO MEJILL TELLADO, and others known and unknown, agreed to make and caused to be made materially false statements to Mayaguez and MEDI, through electronic messages, asserting that the \$9,000,000.00 in principal was invested at a high rate of return and caused financial transactions that depleted Mayaguez's \$9,000,000.00 and converted funds to the defendants' own personal use. All in violations of Title 18, United States Code, Section 1349.

COUNTS TWO THROUGH EIGHTEEN

(Wire Fraud)

Title 18, United States Code, Section 1343

37. The allegations contained in paragraphs 1 to 36 of this Indictment are incorporated as if fully set forth herein.

38. From at least in or around March 2016 up to and including 2018, in the District of Puerto Rico and elsewhere, defendants [1] EUGENIO GARCIA JIMENEZ; [2] STEPHEN KIRKLAND; [3] STEVE MINGER; [4] ALEJANDRO RIERA FERNANDEZ; [5] JOSEPH KIRKLAND; [6] ARNALDO J. IRIZARRY IRIZARRY; and [7] ROBERTO MEJILL TELLADO, and others known and unknown, willfully and knowingly, having devised and intending to devise a scheme and artifice to defraud and for obtaining money and property by means of materially false and fraudulent pretenses, representations, and promises, would and did transmit and cause to be transmitted by means of wire, radio, and television communication in interstate and foreign commerce, writings, signs, signals, pictures, and sounds for the purpose of executing such scheme and artifice, in violation of Title 18, United States Code, Section 1343.

EXECUTION OF THE SCHEME

39. On or about each of the dates set forth below, in the District of Puerto Rico and elsewhere within the jurisdiction of this Court, defendants 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:

INTENTIONALLY BLANK

| Count | Date | Description | Defendants |
|-------|----------------|---|--|
| 2 | March 29, 2016 | Wire transfer of \$9,000,000.00 from Banco Popular de Puerto Rico (BPPR) Joint Resolutions Account ending in 9398 to National Financial Services LLC Account ending in 6221 for final credit to UBIS Account ending in 2567 | [1] EUGENIO GARCIA JIMENEZ; |
| 3 | April 1, 2016 | Wire transfer of \$450,000.00 from MEDI's UBIS account ending in 2567 to M.A.G. Holdings, Inc. BPPR Account ending in 8221 | [1] EUGENIO GARCIA JIMENEZ; |
| 4 | April 1, 2016 | Wire transfer of \$250,000.00 from MEDI's UBIS account ending in 2567 to M.A.G. Holdings, Inc. Wells Fargo Account ending in 6920 | [1] EUGENIO GARCIA JIMENEZ ; [2] STEPHEN KIRKLAND; [3] STEVE MINGER; |
| 5 | April 4, 2016 | Wire transfer of \$900,000.00 from MEDI's UBIS account ending in 2567 to TEGA Holdings Wells Fargo Account ending in 6938 | [1] EUGENIO GARCIA JIMENEZ; [3] STEVE MINGER; [7] ROBERTO MEJILL TELLADO |
| 6 | April 6, 2016 | Wire transfer of \$90,000.00 from TEGA's Well Fargo Account ending in 6938 to Imanagement's Banco Santander Account ending in 3301 | [1] EUGENIO GARCIA JIMENEZ; [3] STEVE MINGER; [4] ALEJANDRO RIERA FERNANDEZ; 7] ROBERTO MEJILL TELLADO; |
| 7 | April 6, 2016 | Wire transfer of \$90,000.00 from TEGA's Well Fargo Account ending in 6938 to U.A. United Advisors Corp at BPPR Account ending in 5033 | [1] EUGENIO GARCIA JIMENEZ; [3] STEVE MINGER; [6] ARNALDO J. IRIZARRY IRIZARRY; [7] ROBERTO MEJILL TELLADO; |
| 8 | April 12, 2016 | Wire transfer of \$1,000,000.00 from MEDI's UBIS account ending in 2567 to MEDFS Wells Fargo Account ending in 3735 | [1] EUGENIO GARCIA JIMENEZ; [3] STEVE MINGER; |
| 9 | April 20, 2016 | Wire transfer of \$1,500,000.00 from MEDI's UBIS account ending in 2567 to MEDFS Wells Fargo Account ending in 3735 | [1] EUGENIO GARCIA JIMENEZ; [3] STEVE MINGER; |

| Count | Date | Description | Defendants |
|-------|----------------|---|--|
| 10 | April 21, 2016 | Wire transfer of \$10,000.00 from MEDFS's Wells Fargo Account ending in 3735 to Joseph Kirkland's personal account ending in 8740 at Heritage Oaks Bank | [1] EUGENIO GARCIA JIMENEZ; [3] STEVE MINGER; [5] JOSEPH KIRKLAND; |
| 11 | April 27, 2016 | Wire transfer of \$500,000.00 from MEDFS Wells Fargo Account ending in 3735 to [1] EUGENIO GARCIA JIMENEZ's Banco Santander Account ending in 2627 | [1] EUGENIO GARCIA JIMENEZ; [3] STEVE MINGER |
| 12 | June 21, 2016 | Wire transfer of \$2,000,000.00 from MEDFS' LPL Financial Account ending in 1083 to MEDFS's Wells Fargo Account 3735 | [1] EUGENIO GARCIA JIMENEZ; [2] STEPHEN KIRKLAND; [3] STEVE MINGER; |
| 13 | June 23, 2016 | Wire transfer of \$650,000.00 from MEDFS' LPL Financial Account ending in 1083 to MEDFS's Wells Fargo Account ending in 3735 | [1] EUGENIO GARCIA JIMENEZ; [2] STEPHEN KIRKLAND; [3] STEVE MINGER; |
| 14 | June 24, 2016 | Wire Transfer of \$1,800,000.00 from MEDFS's Wells Fargo Account ending in 3735 to Mayaguez's Account ending in 7266 at Banco Santander | [1] EUGENIO GARCIA JIMENEZ; [3] STEVE MINGER; |
| 15 | July 6, 2016 | Wire transfer of \$500,000.00 from MEDFS' LPL Financial Account ending in 1083 to MEDFS's Wells Fargo Account ending in 3735 | [1] EUGENIO GARCIA JIMENEZ; [2] STEPHEN KIRKLAND; [3] STEVE MINGER; |
| 16 | July 18, 2016 | Wire transfer of \$9,000.00 from TEGA's Well Fargo Account ending in 6938 to Imanagement's Banco Santander Account ending in 3301 | [1] EUGENIO GARCIA JIMENEZ; [3] STEVE MINGER; [4] ALEJANDRO RIERA FERNANDEZ; [7] ROBERTO MEJILL TELLADO; |
| 17 | July 18, 2016 | Wire transfer of \$9,000.00 from TEGA's Well Fargo Account ending in 6938 to U.A. United Advisors Corp at BPPR Account ending in 5033 | [1] EUGENIO GARCIA JIMENEZ; [3] STEVE MINGER; [6] ARNALDO J. IRIZARRY IRIZARRY; [7] ROBERTO MEJILL TELLADO; |

| Count | Date | Description | Defendants |
|-------|--------------------|---|----------------------------|
| 18 | September 28, 2016 | [1] EUGENIO GARCIA JIMENEZ caused an email to be sent to Mayaguez with a false statement representing the \$9,000,000.00 as still invested as of August 2016. | [1] EUGENIO GARCIA JIMENEZ |

All in violation of Title 18, United States Code, Sections 1343 and 2.

COUNTS NINETEEN TO THIRTY-THREE

(Money Laundering)

Title 18, United States Code, Sections 1957 and 2

MULTIPLE MONETARY TRANSACTIONS

40. The allegations contained in paragraphs 1 to 39 of this Indictment are incorporated as if fully set forth herein.

41. On or about the dates set forth below, in the District of Puerto Rico and elsewhere within the jurisdiction of this Court, the defendants, 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 withdrawals, deposits, and transfers of U.S. currency, funds, and monetary instruments, such property having been derived from a specified unlawful activity, that is, wire fraud and conspiracy to commit wire fraud.

| Count | Defendant | Date | Monetary Transaction |
|-------|----------------------------|----------------|---|
| 19 | [1] EUGENIO GARCIA JIMENEZ | April 28, 2016 | Check No. 760 for \$270,000.00 from [1] EUGENIO GARCIA JIMENEZ's Santander Account ending in 2627 for the purchase of real estate |

| Count | Defendant | Date | Monetary Transaction |
|-------|----------------------------|-----------------|--|
| 20 | [1] EUGENIO GARCIA JIMENEZ | May 6, 2016 | Check No. 741 for \$50,000.00 related to real estate from [1] EUGENIO GARCIA JIMENEZ's Santander Account ending in 2627 |
| 21 | [1] EUGENIO GARCIA JIMENEZ | July 29, 2016 | Official Check 4341352 for \$175,750.00 for the purchase of real estate |
| 22 | [1] EUGENIO GARCIA JIMENEZ | January 9, 2017 | Check Card transaction for \$15,396.48 paid to Emenegildo Zegna CP NY, NY from [1] EUGENIO GARCIA JIMENEZ's BOA Account ending in 1861 |
| 23 | [1] EUGENIO GARCIA JIMENEZ | July 8, 2016 | Deposit of Check 1002 for \$300,000.00 into [1] EUGENIO GARCIA JIMENEZ's Wells Fargo Account ending 1497, to the order of Eugenio Garcia Jimenez and signed by Steve Minger from MEDFS- Wells Fargo Account 3735 |
| 24 | [2] STEPHEN KIRKLAND | April 2, 2016 | Withdrawal of \$25,010.00 from MAG's Wells Fargo Account ending in 6920 |

| Count | Defendant | Date | Monetary Transaction |
|-------|---|-------------------|--|
| 25 | [2] STEPHEN KIRKLAND aka Steve; [3] STEVE MINGER | July 7, 2016 | Check No. 1001 from MEDFS's Wells Fargo Account ending in 3735 for \$100,000.00 to the order of Atlanta Family Restaurant and Bakery, deposited into Wells Fargo Account ending in 1486. |
| 26 | [2] STEPHEN KIRKLAND | August 18, 2016 | Withdrawal of \$11,000.00 from MAG's Wells Fargo Account ending in 6920 |
| 27 | [2] STEPHEN KIRKLAND | December 27, 2016 | Withdrawal of \$26,861.00 from MAG's Wells Fargo Account ending in 6920 |
| 28 | [3] STEVE MINGER | June 26, 2017 | Online transfer of \$30,000.00 from Venus Mini Med Spa LLC's BOA Account ending in 4014 to Steve Minger's BOA Account ending in 6517 |
| 29 | [4] ALEJANDRO RIERA FERNANDEZ | August 3, 2016 | Check No. 5 for \$24,869.00 issued from Imanagement's Banco Santander Account ending in 3301 to pay a university located in Puerto Rico |
| 30 | [6] ARNALDO IRIZARRY IRIZARRY | April 14, 2016 | Check 151 for \$24,000.00 issued from U.A. United Advisors' BPPR |

| Count | Defendant | Date | Monetary Transaction |
|-------|----------------------------|-------------------|---|
| | | | Account ending in 5033 for the payoff of a vehicle |
| 31 | [7] ROBERTO MEJILL TELLADO | July 1, 2016 | Check 102 for \$12,000.00 related to a pool from [7] ROBERTO MEJILL TELLADO's Wells Fargo Account ending in 1505 |
| 32 | [7] ROBERTO MEJILL TELLADO | December 12, 2016 | Check No. 134 for \$400,000.00 issued from [7] ROBERTO MEJILL TELLADO's Wells Fargo Account 1505 and deposited into [7] ROBERTO MEJILL TELLADO's Home Banc Account ending in 9834 |
| 33 | [7] ROBERTO MEJILL TELLADO | April 7, 2017 | Check No. 2014 to the order of Cash for \$80,000.00 issued from [7] ROBERTO MEJILL TELLADO's Home Banc Account ending in 9834 |

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

FORFEITURE ALLEGATION
Wire Fraud

42. The allegations contained in Counts One through Eighteen of this Indictment are hereby realleged 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).

43. Upon conviction of the offenses in violation of Title 18, United States Code, Sections 1349 and 1343 set forth in Counts One through Eighteen of this Indictment, the defendants therein charged in each count 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 offense(s). The property to be forfeited includes, but is not limited to, the following: no less than \$7,200,000.00 as a money judgment.

44. 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), including (a) [REDACTED]

[REDACTED]

All pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c).

FORFEITURE ALLEGATION
Money Laundering

45. The allegations contained in Counts Nineteen through Thirty-Three 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).

46. 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 1957, the defendants therein charged in each count 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: no less than \$7,200,000.00 as a money judgment.

47. 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), including (a)

[REDACTED]

TRUE BILL

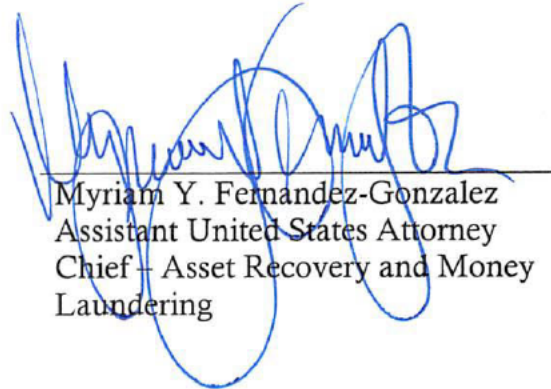
FOREPERSON

Date: March 22, 2021

W. STEPHEN MULDROW
United States Attorney



Seth A. Erbe
Assistant United States Attorney
Chief – Financial Fraud and
Public Corruption



Myriam Y. Fernandez-Gonzalez
Assistant United States Attorney
Chief – Asset Recovery and Money
Laundering

GARCIA JIMENEZ, JR. Attachment 2

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U.S. DISTRICT COURT
SAN JUAN, P.R.



Digitally signed by
Migdalia Garcia-Cosme
Date: 2022.08.26
19:09:37 -04'00'

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

UNITED STATES OF AMERICA,
Plaintiff,

CRIMINAL NO. 21-82(ADC)

v.

[1] Eugenio Garcia-Jimenez,
Defendant.

PLEA AGREEMENT

TO THE HONORABLE COURT:

The United States of America, Defendant, Eugenio Garcia-Jimenez, and Defendant's counsel, Carlos A. Vazquez-Alvarez, Esq. and Carmen Coral Rodriguez-Morales, Esq., pursuant to Federal Rule of Criminal Procedure 11, state that they have reached a Plea Agreement, the terms and conditions of which are as follows:



1. Charges to which Defendant will Plead Guilty

Defendant agrees to plead guilty to Counts One (1) and Nineteen (19) of the Indictment:

Count One: From at least in or around March 2016 up to and including 2018, in the District of Puerto Rico and elsewhere, defendants [1] EUGENIO GARCIA JIMENEZ; [2] STEPHEN KIRKLAND aka Steve; [3] STEVE MINGER; [4] ALEJANDRO RIERA FERNANDEZ; [5] JOSEPH KIRKLAND; [6] ARNALDO J. IRIZARRY IRIZARRY; and [7] ROBERTO MEJILL TELLADO, and others known and unknown, willfully and knowingly, did combine, conspire, confederate, and agree together and with each other to commit wire fraud, in violation of Title 18, United States Code, Section 1343.

CVA

It was a part and object of the conspiracy that defendants [1] EUGENIO GARCIA JIMENEZ; [2] STEPHEN KIRKLAND; [3] STEVE MINGER; [4] ALEJANDRO RIERA FERNANDEZ; [5] JOSEPH KIRKLAND; [6] ARNALDO J. IRIZARRY IRIZARRY; and [7] ROBERTO MEJILL TELLADO, and others known and unknown, willfully and knowingly, having devised and intending to devise a scheme and artifice to defraud and for obtaining money and property by means of materially false and fraudulent pretenses, representations, and promises, would and did transmit and cause to be transmitted by means of wire, radio, and television communication in interstate and foreign commerce, writings, signs, signals, pictures, and sounds for the purpose of executing such scheme and artifice, in violation of Title 18, United States Code, Section 1343, to wit, defendants [1] EUGENIO GARCIA JIMENEZ; [2] STEPHEN KIRKLAND; [3] STEVE MINGER; [4] ALEJANDRO RIERA FERNANDEZ; [5] JOSEPH KIRKLAND; [6] ARNALDO J. IRIZARRY IRIZARRY; and [7] ROBERTO MEJILL TELLADO, and others known and unknown, agreed to make and caused to be made materially false statements to Mayaguez and MEDI, through electronic messages, asserting that the \$9,000,000.00 in principal was invested at a high rate of return and caused financial transactions that depleted Mayaguez's \$9,000,000.00 and converted funds to the defendants' own personal use. All in violation of Title 18, United States Code, Section 1349.


CVA

Count Nineteen: On or about April 28, 2016, in the District of Puerto Rico and elsewhere within the jurisdiction of this Court, the defendants, did knowingly engage and attempt to engage in the following monetary transaction 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 transfer of U.S. currency, funds, and monetary instruments, that is Check No. 760 for \$270,000.00 issued from [1] EUGENIO GARCIA

JIMENEZ's Santander Account ending in 2627 for the purchase of real estate, such property having been derived from a specified unlawful activity, that is, wire fraud and conspiracy to commit wire fraud. All in violation of Title 18, United States Code, Section 1957.

2. Maximum Penalties

Count One: The maximum statutory penalty for the offense charged in Count One of the Indictment, is a term of imprisonment of not more than twenty (20) years pursuant to 18 U.S.C. §§ 1349 and 1343; a fine not to exceed two hundred and fifty thousand dollars pursuant to 18 U.S.C. § 3571(b)(3); and a supervised release term of not more than five years, pursuant to 18 U.S.C. § 3583(b)(1).

Count Nineteen: The maximum statutory penalty for the offense charged in Count Nineteen of the Indictment, is a term of imprisonment of not more than ten (10) years pursuant to 18 U.S.C. § 1957(b)(1); a fine not to exceed two hundred and fifty thousand dollars pursuant to 18 U.S.C. § 3571(b)(3) or an alternate fine of not more than twice the amount of the criminally derived property involved in the transaction pursuant to 18 U.S.C. § 1957(b)(1) and (2), and a supervised release term of not more than three years, pursuant to 18 U.S.C. § 3583(b)(2).

CVA

bbk

3. Sentencing Guidelines Applicability

Defendant understands that the sentence will be imposed by the Court in accordance with 18 U.S.C. §§ 3551-86, and the United States Sentencing Guidelines (hereinafter “Guidelines”), which are advisory pursuant to the United States Supreme Court decision in *United States v. Booker*, 543 U.S. 220 (2005). Further, Defendant acknowledges that parole has been abolished, and that the imposition of Defendant’s sentence may not be suspended.

4. Special Monetary Assessment

Defendant agrees to pay a special monetary assessment (“SMA”) of one hundred dollars (\$100.00) per count of conviction. The SMA will be deposited in the Crime Victim Fund, pursuant to 18 U.S.C. § 3013 (a)(2)(A).

5. Fines and Restitution

The Court may, pursuant to Section 5E1.2 of the Guidelines order Defendant to pay a fine. The Court may also impose restitution. In this case, defendant agrees to restitution to the victim. Defendant agrees to execute and make available, prior to sentencing, a standardized financial statement (OBD Form 500). The United States will advocate on behalf of any identified victim, and comply with its obligations under the Mandatory Victim Restitution Act of 1996.

6. Sentence to be Determined by the Court

Defendant understands that the sentence to be imposed will be determined solely by the United States District Judge. The United States cannot make and has not made any promise or representation as to what sentence Defendant will receive. Any discussions that the parties might have had about possible sentences are not binding in any way on the



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Court, and do not constitute representations about what the parties will seek, or what the actual sentence will be.

7. Recommended Sentencing Guidelines Calculations

After due consideration of the relevant factors enumerated in 18 U.S.C. § 3553(a), the United States and Defendant submit that the advisory Guidelines calculations listed below apply to Defendant. However, Defendant acknowledges that the Court is not required to accept those recommended Guidelines calculations.

| SENTENCING GUIDELINES CALCULATIONS COUNT ONE 18 U.S.C. § 1349 | | |
|--|--|--------|
| Count One | Conspiracy to Commit Wire Fraud | |
| U.S.S.G Section | Description | Levels |
| 2X1.1(a) - reference to 2B1.1(a)(1) | Base Offense Level | 7 |
| 2X1.1(a) – reference to 2B1.1(b)(1)(I) | Loss amount: more than \$1,500,000.00 | +16 |
| 2X1.1(a) - reference to 2B1.1(b)(2)(A)(iii) | Offense resulted in substantial financial hardship to 2 victims | +2 |
| 2X1.1(a) - reference to 2B1.1(b)(10) | The offense otherwise involved sophisticated means | +2 |
| | Total Offense Level | 27 |
| SENTENCING GUIDELINES CALCULATIONS COUNT NINETEEN 18 U.S.C. § 1957 | | |
| Count Nineteen | Money Laundering | |
| U.S.S.G Section | Description | Levels |
| 2S1.1(a)(2) | Base Offense Level | 6 |
| 2S1.1(a)(1) – reference to 2B1.1(b)(1)(G) | Loss amount: more than \$250,000.00 – (Check 760 for \$270,000.00) | +12 |
| 2S1.1(b)(10) | The offense otherwise involved sophisticated means | +2 |
| 2S1.1(b)(2)(A) | Defendant was convicted under 18 U.S.C. § 1957 | +1 |
| | Total Offense Level | 21 |
| U.S.S.G Section | Description | Levels |
| | Multiple Counts | |

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| SENTENCING GUIDELINES CALCULATIONS | | | | | |
|-------------------------------------|------------|---|------------|-----------|------------|
| COUNT ONE | | | | | |
| 18 U.S.C. § 1349 | | | | | |
| 3D1.1(a)(1) | | Counts grouped as follows: Group 1 is Count 1 (18 U.S.C. § 1349). Group 2 is Count 19 (18 U.S.C. § 1957). | | | |
| 3D1.1(a)(2) & 3D1.3 | | Offense levels applicable for each group: Group 1: 27; Group 2: 21. Highest offense level: 28 | | | |
| 3D1.1(a)(3) | | Total units: 1.5 units, increase of 1. Breakdown: Group 1: 1 unit; Group 2: 0.5 units | | | +28 |
| § 3E1.1(a) and (b) | | Defendant clearly demonstrates timely acceptance of responsibility for his offense | | | -3 |
| Total Adjusted Offense Level | | | | | 25 |
| CH Cat. I | CH Cat. II | CH Cat. III | CH Cat. IV | CH Cat. V | CH Cat. VI |
| 57-71 | 63-78 | 70-87 | 84-105 | 100-125 | 110-137 |

8. Sentence Recommendation

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After due consideration of the relevant factors enumerated in 18 U.S.C. § 3553(a), the parties agree that the parties will request a sentence of imprisonment at the lower end of the applicable Guidelines range at a total offense level of 25 when combined with the criminal history category determined by the Court.

The parties agree that any recommendation by either party for a term of imprisonment below or above the stipulated sentence recommendation will constitute a material breach of the Plea Agreement.

9. No Stipulation as to Criminal History Category

The parties do not stipulate as to any Criminal History Category for Defendant.

10. Waiver of Appeal

Defendant knowingly and voluntarily agrees that, if the sentence imposed by the Court is within or below the Guidelines range for the total offense level calculated in this Plea Agreement ^{that is a total adjusted offense level 25,} when combined with Defendant's criminal history category as determined by the Court, Defendant waives the right to appeal any aspect of this case's judgment and sentence, including, but not limited to the term of imprisonment or probation, restitution, fines, forfeiture, and the term and conditions of supervised release.

11. No Further Adjustments or Departures

The United States and Defendant agree that no further adjustments or departures to Defendant's total adjusted base offense level and no variant sentence under 18 U.S.C. § 3553—other than any explicitly provided for in this Plea Agreement—shall be sought by Defendant. The parties agree that any request by Defendant for an adjustment or departure that is not explicitly provided for in this Plea Agreement will be considered a material breach of this Plea Agreement, and the United States will be free to ask for any sentence, either guideline or statutory.



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12. Satisfaction with Counsel

Defendant is satisfied with counsel, Carlos A. Vazquez-Alvarez, Esq. and Carmen Coral Rodriguez-Morales, Esq., asserts that counsel has rendered effective legal assistance.

13. Rights Surrendered by Defendant Through Guilty Plea

Defendant understands that by entering into this Plea Agreement, Defendant surrenders and waives certain rights as detailed in this agreement. Defendant understands that the rights of criminal defendants include the following:

- a. If Defendant had persisted in a plea of not guilty to the charges, Defendant would have had the right to a speedy jury trial with the assistance of counsel. The

trial may be conducted by a judge sitting without a jury if Defendant, the United States and the judge agree.

b. If a jury trial is conducted, the jury would be composed of twelve lay persons selected at random. Defendant and Defendant's attorney would assist in selecting the jurors by removing prospective jurors for cause where actual bias or other disqualification is shown, or by removing prospective jurors without cause by exercising peremptory challenges. The jury would have to agree, unanimously, before it could return a verdict of either guilty or not guilty. The jury would be instructed that Defendant is presumed innocent, that it could not convict Defendant unless, after hearing all the evidence, it was persuaded of Defendant's guilt beyond a reasonable doubt, and that it was to consider each charge separately.

c. If a trial is held by the judge without a jury, the judge would find the facts and, after hearing all the evidence and considering each count separately, determine whether or not the evidence established Defendant's guilt beyond a reasonable doubt.

d. At a trial, the United States would be required to present its witnesses and other evidence against Defendant. Defendant would be able to confront those witnesses and Defendant's attorney would be able to cross-examine them. In turn, Defendant could present witnesses and other evidence on Defendant's own behalf. If the witnesses for Defendant would not appear voluntarily, Defendant could require their attendance through the subpoena power of the Court.

e. At a trial, Defendant could rely on the privilege against self-incrimination to decline to testify, and no inference of guilt could be drawn from Defendant's refusal to testify. If Defendant desired to do so, Defendant could testify on Defendant's own behalf.



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14. Stipulation of Facts

The accompanying Stipulation of Facts signed by Defendant is hereby incorporated into this Plea Agreement. Defendant adopts the Stipulation of Facts and agrees that the facts therein are accurate in every respect. Defendant agrees and accepts that had the matter proceeded to trial, the United States would have proven those facts beyond a reasonable doubt.

15. Limitations of Plea Agreement

This Plea Agreement binds only the United States Attorney’s Office for the District of Puerto Rico and Defendant. It does not bind any other federal district, state, or local authorities.

16. Entirety of Plea Agreement

This written agreement constitutes the complete Plea Agreement between the United States, Defendant, and Defendant’s counsel. The United States has made no promises or representations except as set forth in writing in this Plea Agreement and denies the existence of any other terms and conditions not stated herein.

17. Amendments to Plea Agreement

No other promises, terms or conditions will be entered into between the parties unless they are in writing and signed by all parties.

18. Dismissal of Remaining Counts

At sentencing should there be any pending counts and should the Defendant comply with the terms of this Plea Agreement, the United States will move to dismiss the remaining counts of the Indictment pending against Defendant in this case.

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19. Voluntariness of Plea Agreement

Defendant acknowledges that no threats have been made against Defendant and that Defendant is pleading guilty freely and voluntarily because Defendant is guilty.

20. Breach and Waiver

Defendant agrees that defendant will have breached this Plea Agreement if, after entering into this Plea Agreement, Defendant: (a) fails to perform or to fulfill completely each and every one of Defendant’s obligations under this Plea Agreement; (b) engages in

any criminal activity prior to sentencing; or (c) attempts to withdraw Defendant's guilty plea. In the event of such a breach, the United States will be free from its obligation under this Plea Agreement and Defendant will not have the right to withdraw the guilty plea. Moreover, Defendant agrees that if Defendant is in breach of the Plea Agreement, Defendant is deemed to have waived any objection to the reinstatement of any charges under the Indictment, Information, or complaint which may have previously been dismissed or which may have not been previously prosecuted.

21. Forfeiture Provision

Defendant agrees to waive and forgo any interests or claims over any property listed in the Indictment Forfeiture Allegations and the subsequent Bill of Particulars.

Defendant further agrees to waive all interest in any such asset in any administrative or judicial forfeiture proceeding, whether criminal or civil, state or federal. Defendant agrees to consent to the entry of orders of forfeiture for such property and waives the requirements of Federal Rules of Criminal Procedure 32.2 and 43(a) regarding notice of the forfeiture in the charging instrument, announcement of the forfeiture at sentencing, and incorporation of the forfeiture in the judgment. Defendant acknowledges that the forfeiture of assets is part of the sentence that may be imposed in this case and waives any failure by the court to advise Defendant of this, pursuant to Rule 11(b)(1)(J), at the time Defendant's guilty plea is accepted.

Defendant further agrees to waive all constitutional and statutory challenges in any manner (including direct appeal, habeas corpus, or any other means) to any

forfeiture carried out in accordance with this Plea Agreement on any grounds, including that the forfeiture constitutes an excessive fine or punishment. Defendant agrees to take all steps as requested by the United States to pass clear title to forfeitable assets to the United States, and to testify truthfully in any judicial forfeiture proceeding. Defendant acknowledges that all property covered by this agreement is subject to forfeiture as proceeds of illegal conduct, giving rise to forfeiture and/or substitute assets for property otherwise subject to forfeiture.

Defendant, by agreeing to the forfeiture stated above, acknowledges that such forfeiture is not grossly disproportionate to the gravity of the offense conduct to which Defendant is pleading guilty. Defendant agrees that the forfeiture provisions of this Plea Agreement are intended to and will survive Defendant, notwithstanding the abatement of any underlying criminal conviction after the execution of this agreement. The forfeitability of any particular property pursuant to this agreement shall be determined as if Defendant had survived, and that determination shall be binding upon Defendant's heirs, successors and assignees until the agreed forfeiture, including any agreed money judgment, is collected in full.

22. Potential Impact on Immigration Status

Pursuant to Federal Rule of Criminal Procedure 11(b)(1)(O), Defendant hereby agrees and recognizes that if convicted, a Defendant who is not a United States citizen may be removed from the United States, denied citizenship, and denied admission to the United States in the future.

23. Felony Conviction

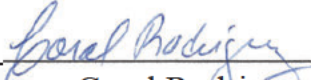
Defendant hereby agrees and recognizes that the plea of guilty in this case will be recognized as a felony conviction, which will result in the loss of certain rights, including but not limited to the right to vote in a federal election, to serve as a juror, to hold public office, and to lawfully possess a firearm.

W. Stephen Muldrow
United States Attorney


MYRIAM FERNANDEZ Digitally signed by MYRIAM FERNANDEZ Date 2022.08.25 09:56:11 -0400

Myriam Y. Fernandez-Gonzalez
Assistant U.S. Attorney
Chief, Asset Recovery and Money
Laundering
Dated: _____

S/ Carlos Vazquez-Alvarez
Carlos A. Vazquez-Alvarez, Esq.
Assistant Federal Public Defender
Counsel for Defendant
Dated: 8/25/22



Carmen Coral Rodriguez-Morales,
Esq.
Assistant Federal Public Defender
Dated: 8/25/22



Eugenio Garcia-Jimenez
Defendant
Dated: 8/25/22

UNDERSTANDING OF RIGHTS

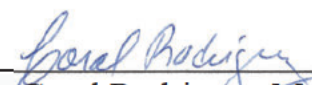
I have consulted with counsel and fully understand all of my rights as to the charges pending against me. Further, I have consulted with my attorney and fully understand my rights as to the provisions of the Guidelines that may apply in my case. I have read this Plea Agreement and carefully reviewed every part of it with my attorney. My counsel has translated the Plea Agreement to me in the Spanish language and I have no doubts as to the contents of the agreement. I fully understand this agreement and voluntarily agree to it.

Date: 9/21/22


 Eugenio Garcia-Jimenez
 De'en 'an'

I am the attorney for Defendant. I have fully explained Defendant's rights to Defendant with respect to the pending charges. Further, I have reviewed the applicable provisions of the Guidelines and I have fully explained to Defendant the provisions of those Guidelines that may apply in this case. I have carefully reviewed every part of this Plea Agreement with Defendant. I have translated the Plea Agreement and explained it in the Spanish language to the Defendant who has expressed having no doubts as to the contents of the agreement. To my knowledge, Defendant is entering into this Plea Agreement voluntarily, intelligently, and with full knowledge of all consequences of Defendant's plea of guilty.

S/ Carlos A. Vazquez-Alvarez
 Carlos A. Vazquez-Alvarez, Esq.
 Assistant Federal Public Defender
 Counsel for Defendant
 Dated: 8/25/22



 Carmen Coral Rodriguez-Morales, Esq.
 Assistant Federal Public Defender
 Dated: 8/25/22

STIPULATION OF FACTS

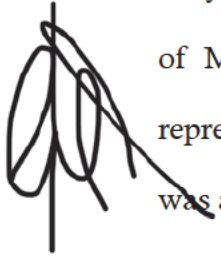
In conjunction with the submission of the accompanying Plea Agreement in this case, defendant Eugenio Garcia-Jimenez admits that Defendant is guilty as charged in the Indictment and admits the following:

From on or about March 2016 to on about June 2018, defendants orchestrated a scheme to defraud the Municipality of Mayaguez (hereinafter "Mayaguez") and Mayaguez Economic Development, Inc. (hereinafter "MEDI") of monies belonging to Mayaguez, by falsely representing that the totality of \$9,000,000.00 in principal belonging to Mayaguez and entrusted to MEDI for investment was in fact invested and yielding a significant rate of return. All the while these material false representations were made to Mayaguez and MEDI, defendants transferred, distributed, and spent the money in ways inconsistent with the representations made to Mayaguez and MEDI about the investment of the money. Using multiple shell corporate entities and financial accounts, defendants collectively received hundreds of thousands of dollars belonging to Mayaguez, intended for investment, which defendants then used for personal expenses and purchases of personal and real property. The use of shell corporate entities further served to conceal the scheme to defraud Mayaguez and MEDI and allow defendants to lull Mayaguez and MEDI into believing that the \$9,000,000.00 was invested as falsely represented by defendants. Of the \$9,000,000 obtained from Mayaguez through material misrepresentations, the defendants only returned \$1,800,000 to Mayaguez and in doing so, falsely represented that the \$1,800,000.00 was a return on investment.

The evidence would have specifically proven that Mayaguez, through its municipal legislature, authorized the creation of MEDI as a for-profit public corporation, legally independent from the Municipal Government of Mayaguez. MEDI was registered on April

11, 2014, with the Puerto Rico State Department as a domestic for-profit municipal business with a purpose of conducting any licit business permitted by the law in Puerto Rico. MEDI's Board of Directors included five members: the Mayor of Mayaguez as president of the board, the Mayaguez Finance Director, and three other municipal employees named and designated by the Mayor. MEDI's stated objectives were to promote the economic development of Mayaguez and the western region of Puerto Rico, create jobs, be involved in infrastructure projects, and improve the quality of life of the citizens, among others. The Municipal Legislature authorized Mayaguez to transfer its properties and assets as needed to make this possible.

From on or about August 2014 and up and until January 2016, Mayaguez was assigned millions of dollars for renovations and improvements to the Mayaguez Trauma Center through a series of joint resolutions from the Puerto Rico Legislature. Of the money assigned, Mayaguez received approximately \$8,761,839.00. That money, deposited into a bank account of Mayaguez, was the bulk of \$9,000,000.00 transferred to MEDI for investment, as represented to Mayaguez and MEDI by defendant [1] EUGENIO GARCIA JIMENEZ, who was an advisor to Mayaguez and MEDI. The evidence would have shown that defendant [2] STEPHEN KIRKLAND was the signer as President on a bank account belonging to M.A.G. Holdings Inc. (hereinafter "MAG"); that defendant [3] STEVE MINGER opened multiple bank accounts which then received money from the \$9,000,000.00 belonging to Mayaguez and allowed defendants to transfer, distribute and spend the money in ways inconsistent with the representations made to Mayaguez and MEDI about the investment of the money; that defendant [4] ALEJANDRO RIERA FERNANDEZ was MEDI's Executive Director; that defendant [5] JOSEPH KIRKLAND was a financial advisor at Union Banc Investment Services (UBIS); that defendant [6] ARNALDO J. IRIZARRY IRIZARRY was a contractor



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providing legal representation to Mayaguez; and that defendant [7] ROBERTO MEJILL TELLADO was a contractor providing consulting and financial services to Mayaguez.

The evidence at trial would further prove that the scheme to defraud was executed through the use of existing corporate entities, as well as incorporating and causing the incorporation of new corporate entities to be used, including but not limited to: Mayaguez Economic Development - Financial Strategies Inc. (MEDFS); M.A.G. Holdings Inc.; Tega Holdings LLC; MEDI Management, Inc.; MEDI Films; MEDICIDREX; MEDISNIF; U.A.-United Advisors Corporation; Imanagement LLC; Eugenio Garcia Jr. & Associates LLC; Leyton Suisse Mayaguez Corp.; MAG Film Studios, LLC; Premier Investment and Financial Services Group LLC. The scheme to defraud was executed by using existing corporate and personal bank accounts, as well as opening new corporate and personal banks accounts, that would allow for the \$9,000,000.00 to be transferred, distributed, and spent by defendants in ways inconsistent with the representations made to Mayaguez and MEDI. Relevant bank accounts included but were not limited to, accounts in Union Banc Investment Services; LPL Financial; Banco Popular de Puerto Rico (BPPR); Wells Fargo, Banco Santander, Home Banc, N.A, and Bank of America.

The evidence would have shown that the manner and means of the scheme to defraud included: that Defendant [1] EUGENIO GARCIA JIMENEZ caused the transfer of the \$9,000,000.00 in ways inconsistent with the representation to Mayaguez; that immediately upon opening the UBIS account, on March 31, 2016, MEDI's investment account was converted into a margin account, using the entire portfolio as collateral against future loans and purchased \$8,999,276.72 in various US Treasury Securities, earning a blended interest rate of approximately 2%; that from April 1, 2016 through April 20, 2016, \$4.1 million were transferred out of the UBIS account in five (5) wire transfers, despite representations to UBIS

that the account would be funded by an initial investment of nine-million dollars, with zero to five transactions expected per year; that on June 9, 2016, MEDI's entire investment portfolio was transferred to LPL Financial in full, including the margin debt of \$4.1 million, its accrued interest, and the investments in various US Treasury Securities, to MEDFS' LPL Financial Account ending in 1083; that from June 21, 2016 through July 6, 2016, \$3,150,000.00, via margin borrowing power, were transferred out of MEDFS' LPL Financial Account ending in 1083; and that on September 23, 2016, MEDFS account at LPL Financial was liquidated and after paying off the margin loan debt and the associated interest at LPL Financial, there was a total of \$1,764,808.54, sent to MEDFS' Wells Fargo Account ending in 3735 via check.

The evidence would show that the monies transferred out of UBIS Account ending in 2567 and LPL Financial Account ending in 1083 were transferred into MEDFS' Wells Fargo Account ending in 3735; TEGA's Wells Fargo Account ending in 6938; MAG's Wells Fargo Account 6920; and MAG's BPPR Account ending in 8221. From these four accounts, the monies were transferred into and out of no less than twenty different bank accounts from which the monies were then distributed and used by defendants in ways inconsistent with the false representation to MEDI and Mayaguez that the \$9,000,000.00 was invested at a high rate of return.

The four accounts above described were all used to transfer monies from the \$9,000,000.00 belonging to Mayaguez in ways that depleted the funds. In addition, MEDFS' Wells Fargo Account ending in 3735 was used to lull Mayaguez and MEDI into believing that the \$9,000,000.00 was still invested and generating interest, through a transfer of \$1,800,000.00 on June 24, 2016, to Mayaguez's Banco Santander Account ending in 7266, which was represented as return on investment, when it was in fact a partial return of Mayaguez's own principal of \$9,000,000.00. From on or about September 28, 2016, to April 2018, defendant

[1] Eugenio Garcia Jimenez represented to Mayaguez that the \$9,000,000.00 was invested when it was not; that the investment obtained an 18% interest on it, and that the \$9,000,000.00 remained intact ready to be reinvested and to generate interests.

The evidence would prove that money from the \$9,000,000.00, after being transferred through multiple accounts, was spent by defendants on consumer goods and services, including but not limited to a marine vessel, jewelry, clothing, school tuition, restaurants, utilities, credit card payments, and home decor, as well as real estate improvements (pools, for example) and the payment of home mortgages.

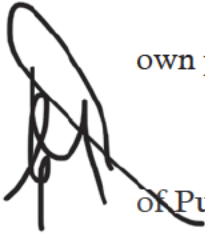
Consequently, the evidence would show that from at least in or around March 2016 up to and including 2018, in the District of Puerto Rico and elsewhere, defendants [1] EUGENIO GARCIA JIMENEZ; [2] STEPHEN KIRKLAND aka Steve; [3] STEVE MINGER; [4] ALEJANDRO RIERA FERNANDEZ; [5] JOSEPH KIRKLAND; [6] ARNALDO J. IRIZARRY IRIZARRY; and [7] ROBERTO MEJILL TELLADO, and others known and unknown, willfully and knowingly, did combine, conspire, confederate, and agree together and with each other to commit wire fraud, in violation of Title 18, United States Code, Section 1343. It was a part and object of the conspiracy that defendants [1] Eugenio Garcia Jimenez; [2] Stephen Kirkland; [3] Steve Minger; [4] Alejandro Riera Fernandez; [5] Joseph Kirkland; [6] Arnaldo J. Irizarry Irizarry; and [7] Roberto Mejill Tellado, and others known and unknown, willfully and knowingly, having devised and intending to devise a scheme and artifice to defraud and for obtaining money and property by means of materially false and fraudulent pretenses, representations, and promises, would and did transmit and cause to be transmitted by means of wire, radio, and television communication in interstate and foreign commerce, writings, signs, signals, pictures, and sounds for the purpose of executing such scheme and artifice, in violation of Title 18, United States Code, Section 1343, to wit,



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defendants [1] Eugenio Garcia Jimenez; [2] Stephen Kirkland; [3] Steve Minger; [4] Alejandro Riera Fernandez; [5] Joseph Kirkland; [6] Arnaldo J. Irizarry Irizarry; and [7] Roberto Mejill Tellado, and others known and unknown, agreed to make and caused to be made materially false statements to Mayaguez and MEDI, through electronic messages, asserting that the \$9,000,000.00 in principal was invested at a high rate of return and caused financial transactions that depleted Mayaguez's \$9,000,000.00 and converted funds to the defendants' own personal use. All in violations of Title 18, United States Code, Section 1349.


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The evidence would further show that on or about April 28, 2016, in the District of Puerto Rico and elsewhere within the jurisdiction of this Court, the defendants, did knowingly engage and attempt to engage in the following monetary transaction 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 transfer of U.S. currency, funds, and monetary instruments, that is Check No. 760 for \$270,000.00 from Eugenio Garcia Jimenez's Santander Account ending in 2627 for the purchase of real estate, such property having been derived from a specified unlawful activity, that is, wire fraud and conspiracy to commit wire fraud. All in violation of Title 18, United States Code, Sections 1957 and 2.

Had this matter proceeded to trial, the United States would have presented evidence through the testimony of witnesses as well as physical evidence and documentary evidence, which would have proven beyond a reasonable doubt Defendant's guilt.

At trial, the United States would have proven beyond a reasonable doubt that defendant Eugenio Garcia-Jimenez is guilty as charged in Counts One and Nineteen of the

Indictment. Discovery was timely made available to Defendant for review.

MYRIAM
FERNANDEZ

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FERNANDEZ
Date 2022.08.25 09:56:58 04

Myriam Y. Fernandez-Gonzalez
Assistant U.S. Attorney
Chief, Asset Recovery and Money
Laundering
Dated: _____

S/ Carlos Vazquez-Alvarez
Carlos A. Vazquez-Alvarez, Esq.
Assistant Federal Public Defender
Counsel for Defendant
Dated: 8/25/22

Coral Rodriguez
Carmen Coral Rodriguez-Morales, Esq.
Assistant Federal Public Defender
Dated: 8/25/22

Eugenio Garcia-Jimenez
Defendant
Dated: 8/27/22

DPR

GARCIA JIMENEZ, JR. Attachment 3

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

UNITED STATES OF AMERICA,
Plaintiff,

v.

[1] EUGENIO GARCIA-JIMENEZ,
Defendant.

CRIMINAL NO. 21-082(ADC)

MAGISTRATE JUDGE'S REPORT AND RECOMMENDATION
RE: RULE 11(c)(1)(B) GUILTY PLEA HEARING

I. Procedural Background

On March 22, 2021, defendant Eugenio Garcia-Jimenez was charged in a multi-count indictment. He agrees to plead guilty to Count One and Count Nineteen.

Count One charges that from at least in or around March 2016 up to and including 2018, in the District of Puerto Rico and elsewhere, [1] Eugenio Garcia Jimenez, together with co-defendants and others known and unknown, willfully and knowingly, did combine, conspire, confederate, and agree together and with each other to commit wire fraud, in violation of Title 18, United States Code, Section 1343.

It was a part and object of the conspiracy that [1] Eugenio Garcia Jimenez, together with co-defendants and others known and unknown, willfully and knowingly, having devised and intending to devise a scheme and artifice to defraud and for obtaining money and property by means of materially false and fraudulent pretenses, representations, and promises, would and did transmit and cause to be transmitted by means of wire, radio, and television communication in interstate and foreign commerce, writings, signs, signals, pictures, and sounds for the purpose of executing such scheme and artifice, in violation of Title 18, United States Code, Section 1343, to wit, [1] Eugenio Garcia Jimenez, together with co-defendants and others known and unknown, agreed to make and caused to be made materially false statements to Mayaguez and MEDI, through electronic messages, asserting that the \$9,000,000.00 in principal was invested at a high rate of return and caused financial transactions that depleted Mayaguez's \$9,000,000.00 and converted funds to the defendants' own personal use. All in violation of Title 18, United States Code, Section 1349.

REPORT AND RECOMMENDATION ON GUILTY PLEA

Count Nineteen charges that on or about April 28, 2016, in the District of Puerto Rico and elsewhere within the jurisdiction of this Court, [1] Eugenio Garcia Jimenez, together with co-defendants did knowingly engage and attempt to engage in the following monetary transaction 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 transfer of U.S. currency, funds, and monetary instruments, that is Check No. 760 for \$270,000.00 issued from [1] Eugenio Garcia Jimenez' Santander account ending in 2627 for the purchase of real estate, such property having been derived from a specified unlawful activity, that is, wire fraud and conspiracy to commit wire fraud. All in violation of Title 18, United States Code, Section 1957.

II. Interest of Justice Analysis and Consent to Proceed Via Video Conference

Defendant appeared before me on August 26, 2022, because the Rule 11 hearing was referred by the court. See United States v. Woodard, 387 F.3d 1329 (11th Cir. 2004) (magistrate judge had authority to conduct Rule 11 guilty plea hearing with consent of defendant). For the proceeding, the Court, the prosecutor, defense counsel, the interpreter and the courtroom deputy all appeared by videoconference. The defendant consented to appearing by videoconference, and both he and his lawyer explained they had discussed the matter. His image and voice were clear, and I confirmed he could see and hear me and the lawyers clearly.

I proceeded without the defendant physically present because, during the national emergency created by the novel coronavirus, he could not be physically present without seriously jeopardizing public health and safety. *See In re Corona Virus (COVID-19) Public Emergency Miscellaneous Order*, 3:20-mc-0088 (D.P.R. March 31, 2020) (implementing Coronavirus Aid, Relief, and Economic Security Act, H.R. 748 ["CARES Act"], authorizing videoconferencing under certain circumstances).

III. Consent to Proceed Before a Magistrate Judge

Defendant was provided with a Waiver of Right to Trial by Jury form, which he signed.¹ He was advised of his right to hold all proceedings, including the change of plea hearing, before a district court judge. He received an explanation of the differences between the scope of jurisdiction

¹ The form entitled Consent to Proceed Before a United States Magistrate Judge in a Felony Case for Pleading Guilty (Rule 11, Fed.R.Crim.P.) and Waiver of Jury Trial, signed and consented by both parties is made part of the record.

and functions of a district judge and a magistrate judge. He was informed that if he elects to proceed before a magistrate judge, then the magistrate judge will conduct the hearing and prepare a report and recommendation, subject to review and approval of the district judge. The defendant then voluntarily consented to proceed before a magistrate judge.

IV. Proceedings Under Rule 11 of the Federal Rules of Criminal Procedure

Rule 11 of the Federal Rules of Criminal Procedure governs the acceptance of guilty pleas to federal criminal violations. Pursuant to Rule 11, in order for a plea of guilty to constitute a valid waiver of the defendant's right to trial, the guilty plea must be knowing and voluntary. United States v. Hernandez-Wilson, 186 F.3d 1, 5 (1st Cir. 1999). "Rule 11 was intended to ensure that a defendant who pleads guilty does so with an 'understanding of the nature of the charge and consequences of his plea.'" United States v. Cotal-Crespo, 47 F.3d 1, 4 (1st Cir. 1995) (quoting McCarthy v. United States, 394 U.S. 459, 467 (1969)). There are three core concerns in a Rule 11 proceeding: 1) absence of coercion; 2) understanding of the charges; and 3) knowledge of the consequences of the guilty plea. Cotal-Crespo, 47 F.3d at 4 (citing United States v. Allard, 926 F.2d 1237, 1244 (1st Cir. 1991)).

A. Competence to Enter a Guilty Plea

This magistrate judge questioned the defendant about his age, education, employment, history of any treatment for mental illness or addiction, use of any medication, drugs, or alcohol, and his understanding of the purpose of the hearing, all in order to ascertain his capacity to understand, answer and comprehend the change of plea colloquy. The court confirmed that the defendant received the indictment and fully discussed the charge with his attorney and was satisfied with the advice and representation he received. The court further inquired whether defendant's counsel or counsel for the government had any doubt as to his capacity to plead, receiving answers from both that the defendant was competent to enter a plea. After considering the defendant's responses, and observing his demeanor, a finding was made that Mr. Garcia Jimenez was competent to plead and fully aware of the purpose of the hearing.

B. Maximum Penalties

Upon questioning, the defendant expressed his understanding of the maximum penalties prescribed by statute for the offense to which he was pleading guilty, namely Count One: a term of not more than twenty (20) years, a fine not to exceed two hundred and fifty thousand dollars (\$250,000.00), and a term of supervised release of not more than five (5) years in addition to any term of incarceration.

As to Count Nineteen the penalties are a term of imprisonment of not more than ten (10) years, a fine not to exceed two hundred and fifty thousand dollars (\$250,000.00) or an alternate fine of not more than twice the amount of the criminally derived property involved in the transaction, and a supervised release term of not more than three (3) years, in addition to any term of incarceration.

The defendant also understood that a Special Monetary Assessment of \$200.00 would be imposed, to be deposited in the Crime Victim Fund, pursuant to Title 18, United States Code, Section 3013(a). The court explained the nature of supervised release and the consequences of revocation. The defendant indicated that he understood the maximum penalties for Count One and Count Nineteen and the potential consequences of the guilty plea.

C. Plea Agreement

Mr. Garcia Jimenez was shown his plea agreement through the computer and he identified his initials and signatures. He confirmed that he had the opportunity to read and discuss the plea agreement with his attorney before he signed it, that it represented the entirety of his understanding with the government, that he understood its terms, and that no one had made any other or different promises or assurances to induce him to plead guilty. He was also explained the purpose of the plea agreement supplement and he acknowledged having discussed it with his attorney.

The defendant was then admonished, pursuant to Fed. R. Crim. P. 11(c)(1)(B) and expressed his understanding that the terms of the plea agreement are merely recommendations to the court, and that the district judge who will preside over the sentencing hearing can reject the recommendation without permitting the defendant to withdraw his guilty plea and impose a

sentence that is more severe than the defendant might anticipate. The defendant was specifically informed that the court, after considering the applicable Sentencing Guidelines, could impose a sentence different from any estimate in the plea agreement or provided by his attorney, and that the court had the authority to impose a sentence that is more severe or less severe than the sentence called for by the Sentencing Guidelines. The defendant was advised, and understood, that the Sentencing Guidelines are no longer mandatory and are thus considered advisory, and that during sentencing the court will consider the sentencing criteria found at Title 18, United States Code, Section 3553(a).

The defendant was advised that under some circumstances he or the government may have the right to appeal the sentence the court imposes, but that pursuant to the plea agreement the defendant will waive his right to appeal both his sentence and his conviction if the court adopts the plea agreement and sentences him according to its terms and conditions.

D. Waiver of Constitutional Rights

The defendant was specifically advised that he has the right to persist in a plea of not guilty, and if he does so persist that he has the right to a speedy and public trial by jury, or trial before a judge sitting without a jury if the court and the government so agree; that at trial he would be presumed innocent and the government would have to prove his guilt beyond a reasonable doubt; that he would have the right to the assistance of counsel for his defense, and if he could not afford an attorney the court would appoint one to represent him throughout all stages of the proceedings; that at trial he would have the right to hear and cross examine the government's witnesses, the right to decline to testify unless he voluntarily elected to do so, and the right to the issuance of subpoenas or compulsory process to compel the attendance of witnesses to testify. He was further informed that if he decided not to testify or put on evidence at trial, the failure to do so could not be used against him, and that at trial the jury must return a unanimous verdict before he could be found guilty or not guilty.

The defendant specifically acknowledged understanding these rights and understanding that by entering a plea of guilty there would be no trial and he will be waiving or giving up the rights that the court explained.

The defendant was informed that parole has been abolished and that any sentence of imprisonment must be served, and that his guilty plea may result in loss of important civil rights, such as the right to vote, to hold public office, to serve on a jury, and to possess a firearm. The defendant confirmed that he understood these consequences of the guilty plea.

E. Factual Basis for the Guilty Plea

Defendant was read in open court Count One and Count Nineteen of the indictment and provided an explanation of the elements of the offense. The meaning of terms used in the indictment was explained.

Upon questioning, the defendant admitted to facts constituting all of the elements of the offense charged in Count One and Count Nineteen and that the evidence the government had available to establish, in the event defendant elected to go to trial, the defendant's guilt beyond a reasonable doubt.

F. Voluntariness

The defendant indicated that he was not being induced to plead guilty but was entering such a plea freely and voluntarily because in fact he is guilty, and that no one had threatened him or offered a thing of value in exchange for his plea. He acknowledged that no one had made any different or other promises in exchange for his guilty plea, other than the recommendations set forth in the plea agreement. Throughout the hearing the defendant was able to consult with his attorney.

V. Conclusion

The defendant, by consent, appeared before me pursuant to Rule 11 of the Federal Rules of Criminal Procedure, and entered a plea of guilty as to Count One and Count Nineteen of the indictment.

After cautioning and examining the defendant under oath and in open court concerning each of the subject matters mentioned in Rule 11, I find that the defendant, Eugenio Garcia Jimenez is competent to enter this guilty plea, is aware of the nature of the offense charged and the maximum statutory penalties that it carries, understands that the charge is supported by evidence and a basis in fact, has admitted to the elements of the offense, and has done so in an intelligent and voluntary manner with full knowledge of the consequences of his guilty plea. Therefore, I recommend that the court accept the guilty plea and that the defendant be adjudged guilty as to Count One and Count Nineteen of the indictment.

This report and recommendation is filed pursuant to 28 U.S.C. § 636(b)(1)(B) and Rule 72(d) of the Local Rules of this Court. Any objections to the same must be specific and must be filed with the Clerk of Court within fourteen (14) days of its receipt. Failure to file timely and specific objections to the report and recommendation is a waiver of the right to review by the district court. United States v. Valencia-Copete, 792 F.2d 4 (1st Cir. 1986).

A sentencing hearing will be set by the Presiding Judge Aida M. Delgado-Colon.

IT IS SO RECOMMENDED.

In San Juan, Puerto Rico, this 26th day of August 2022.

s/Marshal D. Morgan
MARSHAL D. MORGAN
United States Magistrate Judge

United States District Court
District of Puerto Rico (San Juan)
CRIMINAL DOCKET FOR CASE #: 3:21-cr-00082-ADC-1

Case title: USA v. Garcia-Jimenez, et al.

Date Filed: 03/22/2021

Assigned to: Judge Aida M. Delgado-Colon

Defendant (1)

Eugenio Garcia-Jimenez

also known as

Gino

represented by **Carlos A. Vazquez-Alvarez**

Federal Public Defender
241 F.D. Roosevelt Avenue
San Juan, PR 00918-2441
787-281-4922

Fax: 787-281-4899

Email: carlos_vazquez@fd.org

LEAD ATTORNEY

ATTORNEY TO BE NOTICED

Designation: Federal Public Defender

Carmen Coral Rodriguez-Morales

Federal Public Defender's Office
Patio Gallery Building
241 Franklin D. Roosevelt Ave.
Hato Rey, PR 00918-2441
787-281-4922

Fax: 787-281-4899

Email: coral_rodriguez@fd.org

LEAD ATTORNEY

ATTORNEY TO BE NOTICED

Designation: Federal Public Defender

Eric Vos

Federal Public Defender's Office
Patio Gallery Building
241 Franklin D. Roosevelt Ave.
Hato Rey, PR 00918-2441
(787) 281-4922

Fax: 787-281-4899

Email: eric_vos@fd.org

LEAD ATTORNEY

ATTORNEY TO BE NOTICED

Designation: Federal Public Defender

Pending Counts

18:1349 CONSPIRACY TO COMMIT
WIRE FRAUD

(1)

Disposition

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| | | Judge Aida M. Delgado-Colon so that the guilty plea as to Count one (1) and Count Nineteen (19) of the Indictment be accepted. PSR was ordered. Without objection from the Government, the defendant shall remain under the same conditions of release pending sentencing. Sentencing Hearing to be set by the Presiding Judge. (Court Reporter DCR/ ZoomGov Recording.) Hearing set for 02:30. Hearing held at 02:29. Hearing ended at 03:28. (mig) (Entered: 08/29/2022) |
| 08/31/2022 | 257 | REPORT AND RECOMMENDATIONS on Plea of Guilty as to Eugenio Garcia-Jimenez (1). Objections to R&R due by 9/14/2022. Signed by US Magistrate Judge Marshal D. Morgan on 8/26/2022. (cml) (Entered: 08/31/2022) |
| 09/12/2022 | 261 | ORDER as to Eugenio Garcia-Jimenez (1): Sentencing Hearing is set for 11/29/2022 at 3:00 PM in VTC Bridge ADC before Judge Aida M. Delgado-Colon. Hearing access credentials are available in the following URL link: https://www.prd.uscourts.gov/video-teleconference-rtc-hearing-links . Signed by Judge Aida M. Delgado-Colon on 9/12/2022. (gyr) (Entered: 09/12/2022) |
| 09/15/2022 | 262 | ORDER adopting 257 Report and Recommendations on Plea of Guilty as to Eugenio Garcia-Jimenez (1). Neither party has filed objections to the Magistrate Judge's Report and Recommendation within the time frame provided by the Federal Rules of Criminal Procedure and this Court's Local Rules. After reviewing the record, the Court agrees with the arguments, factual and legal conclusion within the Report and Recommendation. Therefore, the Report and Recommendation issued on 08/31/2022 is hereby approved and adopted. Signed by Judge Aida M. Delgado-Colon on 9/15/2022. (gyr) (Entered: 09/15/2022) |
| 10/14/2022 | 279 | MOTION for Forfeiture of Property / <i>Motion for Preliminary Order of Forfeiture</i> by USA as to Eugenio Garcia-Jimenez (1). Responses due by 10/28/2022. NOTE: Pursuant to FRCP 6(a) an additional three days does not apply to service done electronically. (Attachments: # 1 Text of Proposed Order)(Fernandez-Gonzalez, Myriam) (Entered: 10/14/2022) |
| 10/14/2022 | 280 | MOTION to Continue by US Probation Office as to Eugenio Garcia-Jimenez (1). Responses due by 10/28/2022. NOTE: Pursuant to FRCP 6(a) an additional three days does not apply to service done electronically. (Razetto, Milva) (Entered: 10/14/2022) |
| 10/19/2022 | 294 | ORDER as to Eugenio Garcia-Jimenez (1) re 280 Motion to Continue: GRANTED. Sentencing Hearing will be reset by separate order. Signed by Judge Aida M. Delgado-Colon on 10/19/2022. (gyr) (Entered: 10/19/2022) |
| 10/25/2022 | 305 | ORDER as to Eugenio Garcia-Jimenez (1) re 279 Motion for Forfeiture of Property / <i>Motion for Preliminary Order of Forfeiture</i> by USA: GRANTED. Signed by Judge Aida M. Delgado-Colon on 10/25/2022. (gyr) (Entered: 10/25/2022) |
| 11/28/2022 | 357 | NOTICE of Publication by Eugenio Garcia-Jimenez (1) (Attachments: # 1 Attachment) (Fernandez-Gonzalez, Myriam) (Entered: 11/28/2022) |