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

UNITED STATES OF AMERICA, Plaintiff, v. OSCAR SANTAMARIA-TORRES Defendant	INFORMATION Crim. No. 21 – **464 (RAM)** Violation: 18 U.S.C. § 371 Plus, Forfeiture

THE UNITED STATES CHARGES:

BACKGROUND ALLEGATIONS

1. At all times material to this Information, unless otherwise set forth, with all dates and times alleged to be "on or about" or "in or about" and all amounts alleged to be "approximately":

2. The Commonwealth of Puerto Rico was a self-governing Commonwealth in association with the United States of America. Puerto Rico was divided into 78 administrative divisions called municipalities. Cataño was a municipality within the Commonwealth of Puerto Rico.

3. In each of the calendar years 2017, 2018, 2019, and 2020 the municipality of Cataño received more than $10,000 in benefits from the United States government under federal programs involving grants, subsidies, loans, guarantees, insurance, and other forms of assistance.

4. Each municipality of Puerto Rico had a form of government which consisted of an elected mayor and municipal legislature. Individual A served as mayor of Cataño from on or around January 14, 2017 until present.

5. As mayor, Individual A was the highest-ranking government official whose responsibilities included, but were not limited to: (a) implementing the law; (b) organizing, directing, and supervising all the administrative activities of the municipality; (c) preparing and administering the budget of the municipality; (d) hiring professional or contracting services, when necessary; and (e) supervising, administering, and authorizing the disbursement of funds received by the municipality. Elected mayors of municipalities in Puerto Rico serve four-year terms, and there are no term limits. As mayor, Individual A exercised substantial influence over the administration of the municipality's contracts.

6. Defendant OSCAR SANTAMARIA-TORRES ("SANTAMARIA") was a businessman in Puerto Rico and a close associate and political benefactor of Individual A. SANTAMARIA owned or had financial interest in a waste management company called Company A, a construction company called Company B, and a healthcare services management company called Company C. SANTAMARIA had previously made large cash donations to Individual A's political campaigns. In support of Individual A's unsuccessful 2012 mayoral campaign, SANTAMARIA contributed at least $30,000 in cash, and in support of Individual A's 2016 mayoral campaign, SANTAMARIA contributed at least $40,000 in cash.

COUNT 1
Conspiracy; Federal Funds Bribery and Kickbacks
18 U.S.C. § 371

7. The preceding paragraphs of this Information are hereby re-alleged and incorporated in this Count.

Object of the Conspiracy

8. From in or about June 2017, until in or about February 2021, in the District of

Puerto Rico, defendant OSCAR SANTAMARIA-TORRES did knowingly and willfully combine, conspire, and agree with others known and unknown to the government to commit offenses against the United States, including Federal Program Bribery, that is, to corruptly give, offer, and agree to give things of value to Individual A, a public official and agent of Cataño, with the intent of influencing and rewarding Individual A in connection with any business, transaction, and series of transactions of Cataño valued at $5,000 or more as opportunities arose, that is, municipal contracts. In each of the years 2017, 2018, 2019, 2020, and 2021, the municipality of Cataño received benefits in excess of $10,000.00 under federal programs involving grants, subsidies, loans, guarantees, insurance, and other forms of assistance. All in violation of 18 U.S.C. § 666(a)(2).

Purpose of the Conspiracy

9. The purpose of the conspiracy was for SANTAMARIA and others known and unknown to the government to benefit and enrich themselves by securing municipal contracts as opportunities arose by paying Individual A bribes. These municipal contracts were related to Company A, Company B, Company C, and others.

Manner and Means of the Conspiracy

10. The manner and means by which SANTAMARIA, and others known and unknown to the government, carried out the scheme included, but were not limited to, the following:

11. SANTAMARIA, and others known and unknown to the government, regularly met in secret with Individual A in various locations in or around Cataño to pay cash bribes and kickbacks to Individual A in exchange for Individual A's performance of official actions favorable to SANTAMARIA and others known to the government, and businesses in

which they have financial interests.

12. SANTAMARIA, and others known and unknown to the government, also paid Individual A by other means, including providing him with Rolex watches, in exchange for Individual A's performance of official actions favorable to SANTAMARIA and others known to the government, and businesses in which they had financial interests.

Acts in Furtherance of the Conspiracy

13. Beginning in or about June 2017, and continuing until in or about February 2021, SANTAMARIA paid Individual A approximately $2,000 in cash per week. One such payment occurred on or about August 17, 2020, when SANTAMARIA gave Individual A a cash payment of approximately $2,000.

14. The bribe payments by SANTAMARIA helped the businesses he owned or in which he had financial interests earn millions in municipal contracts approved by Individual A, including the following:

Municipality of Cataño to Company A

Executed on or about:	Contract Number:	Approximate Amount:
05/01/2017	2017-000176	$29,979,758.00
09/25/2017	2018-000108	$47,970.00
10/11/2017	2018-000099	$440,925.00
10/25/2017	2018-000111	$150,000.00
12/21/2017	2018-000111-C	$1,000,000.00
02/25/2018	2018-000111-D	$450,000.00
06/06/2018	2018-000111-E	$625,000.00
06/28/2018	2017-000176-A	$2,050,307.50
09/06/2018	2018-000111-G	$450,000.00
06/28/2019	2017-000176-B	$2,101,565.16
06/30/2020	2017-000176-D	$1,914,104.17
Total		$39,209,629.83

Municipality of Cataño to Company B

Executed on or about:	Contract Number:	Approximate Amount:
11/01/2018	2019-000140	$193,610.00
02/25/2019	2019-000267	$192,610.00
09/19/2019	2020-000170	$198,610.00
Total		$584,830.00

Municipality of Cataño to Company C

Executed on or about:	Contract Number:	Approximate Amount:
06/30/2017	2018-000011	$1,134,000.00
12/21/2017	2018-000011-A	$1,134,000.00
08/24/2017	2018-000072	$2,000.00
06/29/2018	2019-000031	$2,268,000.00
08/23/2018	2019-000041-A	$7,680.00
09/25/2018	2019-000041-B	$6,358.00
10/24/2018	2019-000041-C	$6,223.81
11/13/2018	2019-000041-D	$6,975.54
12/17/2018	2019-000041-E	$6,640.50
01/28/2019	2019-000041-F	$7,129.34
02/21/2019	2019-000041-G	$6,665.59
03/12/2019	2019-000041-H	$7,119.13
05/01/2019	2019-000041-I	$15,477.03
06/12/2019	2019-000041-J	$9,774.30
07/01/2019	2020-000057	$5,000.00
07/01/2019	2020-000058	$2,268,000.00
09/03/2019	2020-000057-A	$17,623.35
09/17/2019	2020-000057-B	$9,737.59
10/18/2019	2020-000057-C	$9,630.46
11/22/2019	2020-000057-D	$9,494.33
12/16/2019	2020-000057-E	$7,855.91
02/10/2020	2020-000057-F	$8,769.92
02/24/2020	2020-000057-G	$8,830.35
04/20/2020	2020-000354	$4,125.00
07/01/2020	2021-000114	$1,000.00
07/02/2020	2020-000057-H	$6,355.36
06/30/2020	2020-000058-A	$567,000.00
07/23/2020	2021-000014	$214,881.00
09/30/2020	2020-000058-B	$567,000.00
10/16/2020	2020-000057-L	$11,072.47
10/16/2020	2021-000114-A	$19,124.93
10/28/2020	2021-000114-B	$6,520.37
12/21/2020	2021-000114-C	$7,021.01

12/29/2020	2020-000058-C	$189,000.00
01/19/2021	2021-000114-D	$7,021.01
01/25/2021	2021-000114-E	$8,262.52
01/29/2021	2021-000255	$945,000.00
02/05/2021	2021-000114-F	$11,703.89
03/08/2021	2021-000114-G	$8,097.05
03/24/2021	2021-000114-H	$11,703.89
Total		$9,547,873.65

All in violation of 18 U.S.C. § 371.

FORFEITURE ALLEGATION
28 U.S.C. § 2461(c); 18 U.S.C. § 981(a)(1)(C)

15. The preceding paragraphs of this Information are hereby re-alleged and incorporated in this Allegation.

16. Pursuant to 28 U.S.C. § 2461(c) and 18 U.S.C. § 981(a)(1)(C), the United States gives notice to the defendant OSCAR JAVIER SANTAMARIA TORRES that in the event of a conviction for the offense charged in Count One of this Information, all property, real or personal, which represents or is traceable to the gross receipts obtained, directly or indirectly, from such offense, is subject to forfeiture.

Money Judgment

17. Defendant is notified that upon conviction, a money judgment may be imposed equal to the total value of the property subject to forfeiture.

Substitute Assets

18. Defendant is notified that if property subject to forfeiture, as a result of any act or omission of Defendant,

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 that cannot be divided without difficulty,

the United States will seek to forfeit any other property of Defendant up to the total value of the property subject to forfeiture pursuant to 21 U.S.C. § 853(p), as incorporated by reference in 28U.S.C. § 2461(c) and 18 U.S.C. § 982(b)(1).

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