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

UNITED STATES OF AMERICA,
Plaintiff,

v.

JOHN BLAKEMAN,
Defendant.

Crim. No. 22- 131 (FAB)

RECEIVED & FILED
CLERK'S OFFICE
MAR 29 2022
2:30 p.m
US DISTRICT COURT
SAN JUAN, PR

PLEA AGREEMENT

TO THE HONORABLE COURT:

The United States of America, Defendant, John Blakeman, and Defendant's counsel, Anita Hill, 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 waive his right to be indicted by a Grand Jury and plead guilty to a one count Information charging the following:

Count One: Conspiracy to Commit Federal Programs Bribery. Defendant combined, conspired, and agreed with other persons both known and unknown to the United States, to corruptly give, offer, and agree to give things of value to one or more public official(s) of the Commonwealth of Puerto Rico, a territory which during each relevant one-year period received federal benefits in excess of $10,000, with the intent of influencing and rewarding the same public official(s) in connection with any business, transaction, and series of transactions of the commonwealth territory of Puerto Rico valued at $5,000, in violation of 18 U.S.C. § 666(a)(2).

2. Maximum Penalties

The maximum statutory penalty for the offense charged in Count One of the Information is a term of imprisonment of five years, pursuant to 18 U.S.C. § 371; 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 three years, pursuant to 18 U.S.C. § 3583(b)(2).

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). 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. 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 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. § 371	
Conspiracy to Commit Federal Programs Bribery:	
Base Offense Level pursuant to U.S.S.G. §§ 2X1.1, 2C1.1(a)	12
More than one bribe pursuant to U.S.S.G. § 2C1.1(b)(1)	+2
Offense involved a bribe payment of more than $250,000 pursuant to U.S.S.G. §§ 2C1.1(b)(2), 2B1.1(b)(2)(G)	+12
Offense involved a bribe offered to an elected official pursuant to U.S.S.G. § 2C1.1(b)(3)	+4
Acceptance of Responsibility pursuant to U.S.S.G. § 3E1.1	-3
Total Adjusted Offense Level for Federal Programs Bribery	27
TOTAL ADJUSTED OFFENSE LEVEL	**27**

SENTENCING GUIDELINES CALCULATIONS COUNT ONE 18 U.S.C. § 371					
CH Cat. I	CH Cat. II	CH Cat. III	CH Cat. IV	CH Cat. V	CH Cat. VI
70-87	78-97	87-108	100-125	120-150	130-162

Because the calculated Guidelines range exceeds the statutory maximum of 60 months for the count of conviction, it is the understanding of the parties that, pursuant to U.S.S.G. 5G1.1(a), the Guidelines sentence will be 60 months.

8. Sentence Recommendation

As to Count One, and after due consideration of the relevant factors enumerated in 18 U.S.C. § 3553(a), the parties agree that a sentence within the stipulated Guidelines Range would constitute a reasonable sentence. However, the parties agree that either party may seek a variance and suggest that the Court consider a sentence outside of the stipulated Guidelines Range, based upon the factors to be considered in imposing a sentence pursuant to 18 U.S.C. § 3553(a).

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 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—other than any explicitly provided for in this Plea Agreement or accompanying Supplement—shall be sought by Defendant or the United States. The parties agree that any request by Defendant for a 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.

12. Satisfaction with Counsel

Defendant is satisfied with counsel, Anita Hill, Esq., and 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 charge, 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.

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, the Public Integrity Section of the Criminal Division of the U.S. Department of Justice, 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 accompanying Supplement.

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. 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.

19. 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. Additionally, in the event of such a breach, the United States will be free to use against Defendant, directly and indirectly, in any criminal or civil proceeding, all statements made by the defendant and any of the information or materials provided by the defendant at any time, including such statements, information, and materials provided pursuant to this Plea Agreement or during the course of any interviews,

conversations, or debriefings conducted in anticipation of, or after entry of this Plea Agreement, including the defendant's statements made during proceedings before the Court pursuant to Rule 11 of the Federal Rules of Criminal Procedure. The defendant understands that Rule 11(f) of the Federal Rules of Criminal Procedure and Rule 410 of the Federal Rules of Evidence ordinarily limit the admissibility of statements made by a defendant in the course of plea discussions or plea proceedings if a guilty plea is later withdrawn. Defendant knowingly and voluntarily waives the rights arising under these rules.

20. 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.

21. 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.

22. Forfeiture Provision

The parties agree to recommend to the Court that forfeiture not be required as a component of Defendant's sentence.

W. STEPHEN MULDROW
United States Attorney

Seth Erbe
Assistant U.S. Attorney
Chief, Financial Crimes and
And Public Corruption
Dated: 3/29/22

COREY R. AMUNDSON
Chief, Public Integrity Section
Department of Justice

Erica O. Waymack
Trial Attorney
Dated: 3/29/2022

Ryan R. Crosswell
Trial Attorney
Dated: 3/29/22

Nicholas Cannon
Trial Attorney
Dated: 3/29/2022

Anita Hill, Esq.
Counsel for Defendant
Dated: 3/29/2022

John Blakeman
Defendant
Dated: 3/29/2022

UNDERSTANDING OF RIGHTS

I have consulted with counsel and fully understand all of my rights as to the charge 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. I fully understand this agreement and voluntarily agree to it.

Date: 3/29/2022

John Blakeman
Defendant

I am the attorney for Defendant. I have fully explained Defendant's rights to Defendant with respect to the Information filed in this case. 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. 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.

Date: 3/29/2022

Anita Hill, Esq.
Counsel for Defendant

STIPULATION OF FACTS

In conjunction with the submission of the accompanying Plea Agreement in this case, Defendant John Blakeman ("Defendant") admits that he is guilty as charged in the Information. Defendant admits the following:

1. During the relevant time period of approximately December 2019 through August 2021, Defendant was a political consultant in Puerto Rico.

2. The Bank, as described in the Information filed in this case, was an international bank, classified as an International Banking Entity ("IBE") under Puerto Rico's International Center Bank Regulatory Act of 1989. The Bank was wholly-owned by a holding corporation organized in San Juan, Puerto Rico. The holding company was, in turn, wholly owned by a parent corporate entity company located in the United Kingdom.

3. The Office of the Commissioner of Financial Institutions of Puerto Rico ("OCIF") supervises and regulates the banking system in Puerto Rico.

4. Foreign National 1 was the ultimate owner of The Bank and the Chairman of its Board of Directors. Foreign National 1 had authority and control over The Bank. Foreign National 1 was not a citizen of the United States.

5. Public Official A was a public official in the executive branch of the government of Puerto Rico whose official responsibilities included, but were not limited to, overseeing various agencies of the government of Puerto Rico, including selecting, nominating, and appointing heads of such agencies, including OCIF.

6. Public Official B was an elected public official in the executive branch of the government of Puerto Rico whose official responsibilities included, but were not limited to, overseeing various agencies of the government of Puerto Rico, including selecting, nominating, and appointing heads of such agencies, including OCIF.

7. OCIF Commissioner A served as Commissioner of OCIF from in or around July 2017 until he was forced to resign by Public Official A on or around February 28, 2020.

8. OCIF Commissioner B was appointed as the Commissioner of OCIF in or around May 2020. He formerly worked for The Bank as a consultant.

9. Frances M. Diaz ("Diaz") was the President and Chief Executive Officer of The Bank.

10. Individual A was a Special Agent with the Federal Bureau of Investigation from in or around 1991 until in or around 2008. Following his separation from government service, Individual A owned and operated a professional consulting service. His clients included Foreign National 1.

11. Individual B was Public Official A's Deputy Chief of Staff.

12. Individual C was Public Official A's Executive Assistant.

13. Political Consulting Firm A was an international political consulting and lobbying firm with offices in the United States, the United Kingdom, Australia, and elsewhere.

14. Political Consultant A was a political consultant and author. Political Consultant A managed and advised presidential, gubernatorial, and prime ministerial candidate campaigns in the United States and around the world and previously served in a U.S. presidential administration.

15. SuperPAC 1 was an independent expenditure-only political action committee established by Political Consultant A to support the 2020 election campaign of Public Official A.

16. SuperPAC 2 was an independent expenditure-only political action committee established by Witness 1 to support the 2020 and 2024 election campaigns of Public Official B.

17. Witness 1 was the owner of a Washington, D.C.-based accounting and consulting firm, who also set up independent expenditure-only political action committees. A political action committee is a political committee organized for the purpose of raising and spending money to elect and defeat candidates. An independent expenditure is money spent that 1) expressly advocates the election or defeat of a particular candidate and that 2) is not made in concert or cooperation with the candidate or the candidate's agents. An independent expenditure-only political action committee solely raises money for independent expenditures. In or around May 2020, Witness 1 established SuperPAC 2, an independent expenditure-only political action committee, to support the election campaigns of Public Official B. Witness 1 established SuperPAC 2 before he began operating at the direction of law enforcement officials. Witness 1 engaged in the other conduct described below at the direction of federal law enforcement authorities.

18. The Bank Secrecy Act ("BSA") and regulations promulgated thereunder were enacted by Congress to address an increase in money laundering through financial institutions. Among other requirements, the BSA required financial institutions to report suspicious transactions through the filing of Suspicious Activity Reports ("SARs") with the Financial Crimes Enforcement Network of the U.S. Department of Treasury ("FinCEN"), on any "suspicious transaction relevant to a possible violation of law or regulation." FinCEN has overall authority for enforcement of the BSA.

19. In or around July 2019, OCIF Commissioner A initiated an examination of

The Bank. The examination concluded on or around September 18, 2020. The examination identified numerous areas at The Bank that OCIF determined required corrective action. Among other things, as part of the examination OCIF identified dozens of financial transactions The Bank conducted on behalf of its customers that OCIF deemed suspicious and that The Bank did not report as required by the BSA. Several of these financial transactions involved bank accounts and entities owned or controlled by The Bank's owner, Foreign National 1.

20. A negative examination by OCIF could have had adverse consequences for The Bank, including requiring The Bank to take corrective action, subjecting The Bank to an enforcement action by OCIF that could include financial penalties, negatively impacting The Bank's ability to maintain its limited access to Fedwire or receive more comprehensive access to Fedwire, and potentially resulting in the loss of The Bank's license to operate as an IBE.

21. Between approximately December 2019 and approximately July 2020, Foreign National 1, through intermediaries, including Defendant, sought to influence the administration of OCIF by offering bribes to Public Official A in the form of payments to SuperPAC 1 and to political consultants who would support Public Official A's election in exchange for Public Official A terminating OCIF Commissioner A and appointing a new commissioner of Foreign National 1's choosing. The acts taken by Defendant and his co-conspirators in furtherance of the conspiracy include the following:

22. In or around January 2020, Foreign National 1 told Defendant that Foreign National 1 wanted OCIF Commissioner A terminated from his position, and that he (Foreign National 1) wanted Defendant to convey his dissatisfaction with OCIF Commissioner A directly to Public Official A. The same month, Defendant, acting at the direction of Foreign

National 1, told Public Official A during one or more in-person meetings in San Juan that The Bank wanted OCIF Commissioner A removed from his position.

23. On January 4, 2020, in response to a message from Defendant that Public Official A could win her election with Foreign National 1's support, Foreign National 1 responded, "She has it!!," immediately followed by, "but [she] has to resolve OCIF."

24. In or around January 2020, Foreign National 1, through intermediaries, including Defendant, conveyed to Public Official A his willingness to create an independent expenditure-only political action committee to support Public Official A's election. Foreign National 1, Individual A, and others hired Political Consultant A to manage the independent expenditure-only political action committee.

25. In or around January 2020, Defendant informed Diaz, the president of The Bank, that Public Official A's administration needed The Bank to provide the name of someone to replace OCIF Commissioner A.

26. On January 29, 2020, Public Official A's Deputy Chief of Staff, Individual B, messaged Defendant, "Working with [a member of Public Official A's staff] on OCIF."

27. In or around January 2020, Foreign National 1, Individual A, and others retained Political Consulting Firm A to conduct polling and research benefitting Public Official A's candidacy in an upcoming election. The following month, in or around February 2020, Foreign National 1, Individual A, and others arranged for Political Consulting Firm A to present its capabilities and research to Public Official A on February 28, 2020, at a luxury hotel in the Condado area of San Juan.

28. On February 20, 2020, Defendant told Individual B in a text message that Political Consulting Firm A's work for Public Official A's election campaign was costing

Foreign National 1 five hundred thousand dollars ($500,000).

29. On February 28, 2020, Public Official A met with Foreign National 1, Defendant, Diaz, Individual A, and others, including consultants and partners from Political Consulting Firm A, at a luxury hotel in the Condado area of San Juan. During that meeting, Political Consulting Firm A gave a presentation of the consulting services it could offer to Public Official A in support of her election campaign. During the February 28 meeting or shortly thereafter, Defendant informed Public Official A that Foreign National 1 paid for or would be paying for Political Consulting Firm A's services to benefit Public Official A's upcoming election.

30. In or around the third week of February 2020, Public Official A's Chief of Staff summoned OCIF Commissioner A to a meeting at Public Official A's office. There, the Chief of Staff told OCIF Commissioner A that he had to resign from his position by February 28, 2020. Subsequently, on February 28, 2020, the same day as the meeting at the hotel in Condado between Public Official A, Foreign National 1, Political Consulting Firm A, and others, OCIF Commissioner A submitted his resignation letter to Public Official A's administration, as demanded by Public Official A's Chief of Staff.

31. Beginning in or around February 2020, Foreign National 1 and others from The Bank, including Diaz, through intermediaries, including Defendant, communicated to Public Official A that they wanted her to appoint OCIF Commissioner B as the new OCIF Commissioner.

32. On March 10, 2020, Defendant messages two members of Public Official A's inner circle, Individual B and Individual C, to inquire whether OCIF Commissioner B had been interviewed for the commissioner appointment yet.

33. On April 9, 2020, Individual A sent Defendant via text message a report, prepared by Political Consulting Firm A for the benefit of Public Official A and paid for by Foreign National 1, with the message, "John: This is the report by the London folks. PLEASE DO [sic] PRINT OR SHARE with anyone. Please let me know when we can speak on this." The following day, on April 10, 2020, Defendant sent via text message to Individual C the report sent to him by Individual A, asking Individual C to "take a look at the report," and indicating that it was from the "London people."

34. On April 14, 2020, Individual A followed up with Defendant via text message to inquire whether Political Consulting Firm A's report had been shared with Public Official A, asking "Have you had a chance to discuss the report with the principal subject?"

35. On May 6, 2020, Individual A instructed Defendant, via text message, to tell Public Official A that "the people behind the PAC want an affirmation from [Public Official A] that [Public Official A] is determined to win this election." On or about that same day, Defendant met with Public Official A and conveyed Foreign National 1's and Individual A's message that Public Official A needed to appoint OCIF Commissioner B before Foreign National 1 would begin funding SuperPAC 1.

36. On May 7, 2020, Individual A messaged Defendant to inquire about the status of OCIF Commissioner B's official appointment: "Hi John: I just spoke to a mutual friend whom [sic] advised that if/when that gentleman is installed as the OCIF director that with [sic] 72 hours the 'switch will be turned on' and the PAC will be on the island and forging ahead."

37. On May 12, 2020, Individual A messaged Defendant about the status of OCIF Commissioner B's appointment, asking "if the advice provided has been implemented."

Defendant responded to Individual A's inquiry the same day, writing in a text message that "they are implementing the recommendations" and "[t]he guy for OCIF went to [Public Official A's office] and was interviewed."

38. On or around May 14, 2020, Public Official A appointed OCIF Commissioner B as the new Commissioner of OCIF. The same day, Individual A again messaged Defendant to inquire about the status of the appointment of OCIF Commissioner B, writing, "Hi John. Just checking in again. The PAC gent is waiting to get there. Hope your friend is following through on the recommendations…gracias." In response to Individual A's message, Defendant responded by sending Individual A a copy of Public Official A's formal announcement appointing OCIF Commissioner B. The same day, Defendant also sent a copy of Public Official A's announcement to Foreign National 1.

39. After Public Official A lost the primary election in or around August 2020, Foreign National 1 decided to financially support the federal political action committees supporting both Public Official B and Public Official B's opponent in the general election. Public Official B won the general election in November 2020.

40. After Public Official B's election, Foreign National 1, through intermediaries, including Defendant, sought to influence the OCIF examination of The Bank by making a $25,000 payment to pay for the remaining debt incurred by SuperPAC 2 during Public Official B's 2020 campaign specifically in exchange for, among other things, OCIF ending its examination on terms favorable to The Bank, including relieving The Bank of the requirement of filing certain SARs, as required by the Bank Secrecy Act. Defendant served as an intermediary for Foreign National 1 in conveying the offer of a bribe to Witness 1, who was acting at the direction of law enforcement agents and not on behalf of Public Official B and

whom Defendant believed to be an intermediary for Public Official B. The acts taken by Defendant and his co-conspirators in furtherance of the conspiracy include the following:

41. On or about April 30, 2021, Defendant and Diaz met with Witness 1, who they understood to be a fundraiser for Public Official B, along with several other interested persons, at The Bank's office in San Juan, Puerto Rico to discuss OCIF's examination of The Bank. During the meeting, Diaz communicated to Witness 1 the four objectives that The Bank wished to accomplish: 1) that The Bank would not need to sign a Memorandum of Understanding with OCIF regarding The Bank's deficiencies; 2) that The Bank would not need to file SARs for certain financial transactions involving bank accounts and entities owned or controlled by Foreign National 1; and 3) that OCIF's examination of The Bank would end; and 4) that certain employees of OCIF would be removed from their positions.

42. On or about May 11, 2021, Defendant had a follow-up meeting with Witness 1 concerning The Bank's requests regarding OCIF. During that meeting, Witness 1 told Defendant that Public Official B could deliver on three of The Bank's four requests with a single phone call: 1) that The Bank would not need to sign OCIF's Memorandum of Understanding; 2) that The Bank would not need to file SARs for Foreign National 1's banking transactions; and 3) that the OCIF examination would be resolved in terms favorable to The Bank. During the meeting, Witness 1 told Defendant that Witness 1 heard that Foreign National 1 had previously offered to make a $300,000 political contribution benefitting Public Official B. Witness 1 suggested to Defendant that Foreign National 1 could make that contribution in exchange for Public Official B fulfilling The Bank's requests. Defendant responded that Witness 1 could count on Foreign National 1's commitment to contribute money as long as "this comes true."

43. On or about May 12, 2021, Defendant sent Witness 1 a text message asking if Witness 1 had been able to discuss the matter with "the boss," referring to Public Official B. As a part of and to further the undercover investigation (and even though no such communication had taken place), Witness 1 responded that he had, and that he would follow up with Public Official B regarding the timeline for accomplishing three of The Bank's four objectives. In the same conversation, Witness 1 reminded Defendant "to give me a hand with the contribution."

44. On or about May 27, 2021, Defendant and Diaz met with Witness 1 at a restaurant in Guaynabo, Puerto Rico, to discuss The Bank's requests which The Bank intended to be conveyed to Public Official B to influence the OCIF examination. During the meeting, Witness 1 discussed an agreement with Defendant and Diaz for a $50,000 payment to SuperPAC 2 intending that the payment be in exchange for Public Official B directing and exerting influence on public officials to cause the four specific objectives that The Bank wished to accomplish: 1) that The Bank would not need to sign a Memorandum of Understanding with OCIF regarding The Bank's deficiencies; 2) that The Bank would not need to file SARs for certain transactions involving bank accounts and entities owned or controlled by Foreign National 1; 3) that OCIF's examination of The Bank would end; and 4) that certain employees of OCIF would be removed from their positions.

45. During the May 27 meeting, Witness 1 stated that Foreign National 1, Diaz, and Defendant should let Witness 1 know when they were ready to make the payment to SuperPAC 2. As a part of and to further the undercover investigation, Witness 1 represented that at that point, Public Official B could move forward with The Bank's requests with respect to OCIF. Diaz responded, "We are already there." In response to Witness 1's request for an

assurance that Foreign National 1 was aware of the agreement, Diaz responded that Foreign National 1 was knowledgeable about the discussions and "clear on what the requests are." Witness 1 stated that what they were discussing "cannot leave this table," and Defendant responded by acknowledging the need for secrecy, stating that it would not be convenient for The Bank if it was publicly known "that [Public Official B's office] is intervening in any way." Witness 1 told Defendant and Diaz that he would send them information for wiring the money that The Bank was pledging for Public Official B. Diaz told Witness 1 to send the information only to Defendant. When Witness 1 indicated that he did not like to talk or text about "this" on the phone, Diaz stated, "Exactly. One never knows who might be listening."

46. On or about May 28, 2021, Witness 1 sent Defendant via text message the wiring instructions for the account into which The Bank's payment to SuperPAC 2 should be deposited.

47. In or around May or June 2021, Diaz informed Foreign National 1 of Witness 1's representation that in exchange for Foreign National 1's $50,000 payment to SuperPAC 2, Public Official B would ensure that The Bank would not need to sign a Memorandum of Understanding with OCIF and that OCIF's examination of The Bank would be resolved on terms favorable to The Bank.

48. In or around July 2021, Foreign National 1, the owner of The Bank, decided to make a $25,000 payment to SuperPAC 2 from an account held in the name of The Bank. Foreign National 1 stated in a text message to Diaz that he would authorize the remaining $25,000 of the $50,000 payment to SuperPAC 2 only after Public Official B delivered on The Bank's requests.

49. On July 20, 2021, Defendant sent a text message to Witness 1 which read,

"Hello! Where do I send the half that we talked about?" Witness 1 responded, "Hi! I thought that this agreement had been forgotten, I'm happy to know that's not the case," and sent Defendant a screenshot of SuperPAC 2's bank account information.

50. On or around August 11, 2021, Foreign National 1 caused a $25,000 wire transfer to be sent to SuperPAC 2 from an account held by The Bank's holding corporation.

51. As a result of the $25,000 payment to SuperPAC 2's bank account, which Defendant understood to be a payment to support Public Official B's campaign, Defendant, Diaz, and Foreign National 1 expected the OCIF examination of The Bank to be resolved in terms favorable to The Bank.

52. In each of the years 2019, 2020, and 2021, the commonwealth territory of Puerto Rico received in excess of $10,000 under federal programs involving grants, subsidies, loans, guarantees, insurance, and other forms of assistance.

54. The above Stipulation of Facts does not contain nor is it intended to contain all of the relevant facts relating to the charged offense.

Ryan R. Crosswell
Trial Attorney
Dated: 3/29/22

Anita Hill, Esq.
Counsel for Defendant
Dated: 3/29/2022

Erica O. Waymack
Trial Attorney
Dated: 3/29/2022

John Blakeman
Defendant
Dated: 3/25/2022

Nicholas Cannon
Trial Attorney
Dated: 3/29/2022