

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

UNITED STATES OF AMERICA,
Plaintiff,

v.

JOHN BLAKEMAN,
Defendant.

INFORMATION

Crim. No. 22 - ~~131~~ (FAB)

Violation:

18 U.S.C. § 371

Plus Forfeiture

INFORMATION

The United States charges:

Introduction

1. The Commonwealth of Puerto Rico's financial sector is comprised of commercial banks, savings and loans associations, securities firms, international banking entities, and other financial institutions. Financial institutions operating in Puerto Rico are subject to both federal and Puerto Rico laws and regulations. The Office of the Commissioner of Financial Institutions of Puerto Rico ("OCIF") supervises and regulates the banking system in Puerto Rico. OCIF safeguards the safety and soundness of Puerto Rico's financial sector. OCIF ensures that financial institutions in Puerto Rico comply with numerous laws and regulations. OCIF conducts examinations to evaluate financial institutions' safety, soundness, and compliance with federal and state regulations. OCIF is led by a Commissioner who oversees all of its operations, including its examinations of Puerto Rico's financial institutions. The Commissioner of OCIF is appointed by the governor of Puerto Rico.



2. 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.

3. The Federal Election Campaign Act (“FECA”) is the primary United States federal law regulating political campaign fundraising and spending. One of FECA’s provisions prohibits foreign nationals from making contributions, donations, and certain expenditures in connection with federal, State, and local elections. The purpose of this provision of FECA is to protect the integrity of elections held in the United States, its States, and its territories, including Puerto Rico, by banning foreign financial influence in the electoral process.

4. Beginning in 2019 and continuing through 2021, Foreign National 1, the owner of an international bank located in Puerto Rico, along with his co-conspirators, sought to interfere with the functions of OCIF by paying bribes in support of public officials they believed had the power to intervene on the bank’s behalf. Foreign National 1, **JOHN BLAKEMAN**, and others, conspired to pay tens of thousands of dollars to one or more public officials in Puerto Rico with the intent of influencing them to remove a Commissioner of OCIF, appointing a new Commissioner of OCIF, and ending OCIF’s examination of the international bank.

Relevant Individuals and Entities

At all times material to this Information:

5. **JOHN BLAKEMAN** (“**BLAKEMAN**”) was a political consultant located in Puerto Rico, whose clients included members of the Puerto Rico House of Representatives and Senate, and the Puerto Rico Department of Housing, during and prior to the relevant time period.

6. “The Bank” was an international bank, classified as an International Banking Entity (“IBE”) under Puerto Rico’s International Banking Center Regulatory Act of 1989. The Bank was licensed as an IBE by OCIF. As an IBE, The Bank was only authorized to provide services to customers outside of Puerto Rico, including banks and other financial institutions. IBEs are eligible to open branches in the United States outside of Puerto Rico, and they can be granted access to the Federal Reserve Wire Transfer Network (“Fedwire”), the real-time gross settlement system operated by the Federal Reserve Bank that allows participants to transfer funds electronically between institutions. Fedwire offers two levels of access, offline and online. Transferring funds via the offline access is slower and more expensive than transferring funds via the online access. The Bank was regulated by OCIF and subject to Puerto Rico’s laws and to applicable federal laws. The Bank was subject to certain provisions of the BSA, to include the requirement to file SARs. 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 located in the United Kingdom. The Bank conducted business with corporations from New York, Florida, Panama, the Bahamas, and elsewhere. The Bank was controlled and ultimately owned by Foreign National 1.

7. 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 a foreign national and not a citizen of the United States.

8. 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.

9. 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.

10. 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.

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

12. FRANCES M. DIAZ ("DIAZ") was the President and Chief Executive Officer of The Bank.

13. 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.

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

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

16. Political Consulting Firm A was an international political consulting and

lobbying firm with offices in the United States, the United Kingdom, Australia, and elsewhere.

17. 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.

18. 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.

19. 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.

20. 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.

The OCIF Examination of The Bank

21. In or around July 2019, the Commissioner of OCIF 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 ultimate owner, Foreign National 1. Foreign National 1, Individual A, and The Bank were aware that The Bank was obligated under the BSA to report suspicious financial transactions by filing SARs.

22. 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 offline access to Fedwire or receive online access to Fedwire, and potentially resulting in the loss of the Bank's license to operate as an IBE.

COUNT 1

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

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

24. In each of the calendar years 2019, 2020, and 2021, the Commonwealth of Puerto Rico was a territory which 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.

25. From in or around December 2019 through in or around August 2021 (“the relevant time period”), **BLAKEMAN** did knowingly and willfully conspire and agree with Foreign National 1, Individual A, DIAZ, and others 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 or more, in violation of 18 U.S.C. § 666(a)(2).

Purpose of the Conspiracy

26. The purposes of the conspiracy included, but were not limited to, the following:

- a. For Foreign National 1, **BLAKEMAN**, and others, known and unknown to the United States, to offer bribes in the form of things of value, including payments to SuperPAC 1 to support Public Official A’s election and payments to political consultants who would support Public Official A’s election, in exchange for Public Official A terminating a Commissioner of OCIF and appointing a new OCIF Commissioner of Foreign National 1’s choosing.
- b. For Foreign National 1, **BLAKEMAN**, DIAZ, and others, known and unknown to the United States, to offer bribes in the form of things of value, including payments to SuperPAC 2 to support Public Official B’s election, intending that the bribes be in exchange for Public Official B directing and

exerting influence on public officials to resolve the OCIF examination of the Bank, on terms favorable to The Bank.

- c. For Foreign National 1, **BLAKEMAN**, DIAZ, and others, known and unknown, to enrich themselves by corruptly obtaining favorable treatment by OCIF, including the resolution of the OCIF examination of the Bank on terms favorable to the Bank and the determination that The Bank was not required to file Suspicious Activity Reports, in accordance with the BSA, on certain transactions related to bank accounts and entities owned or controlled by Foreign National 1.

Manner and Means of the Conspiracy

Bribery of Public Official A

27. Between approximately December 2019 and approximately June 2020, Foreign National 1 and his co-conspirators, including **BLAKEMAN**, gave, offered, and promised things of value to Public Official A, including payments to a political action committee that would support Public Official A's election and payments to political consultants who would support Public Official A's election, in exchange for Public Official A influencing the administration and functioning of OCIF, to include terminating the Commissioner of OCIF and appointing a new Commissioner of Foreign National 1's choosing.

28. Between approximately December 2019 and June 2020, Foreign National 1 and his co-conspirators, including **BLAKEMAN**, met with Public Official A in the District of Puerto Rico to discuss Foreign National 1's request to remove the OCIF Commissioner A and appoint a new Commissioner in exchange for Foreign National 1's monetary payments.

29. Foreign National 1 and his co-conspirators, including **BLAKEMAN**,

communicated with each other directly and through intermediaries via text message, email, and internet-based messaging applications to discuss aspects of the agreement to pay bribes for Public Official A.

30. Foreign National 1 and others paid for political consulting services to benefit Public Official A's election campaign.

31. Foreign National 1 and others concealed the illegal and corrupt purpose of the bribes paid for Public Official A by funneling the payments through bank accounts held by third parties.

32. On or around February 21, 2020, Public Official A directed that OCIF Commissioner A, who oversaw the examination of The Bank, resign or be terminated. OCIF Commissioner A submitted his resignation on or about February 28, 2020. On or about May 14, 2020, Public Official A appointed OCIF Commissioner B, the person preferred by Foreign National 1, as the new Commissioner of OCIF.

Bribery to Influence OCIF Examination

33. Between approximately November 2020 and approximately August 2021, Foreign National 1 and his co-conspirators, including **BLAKEMAN** and **DIAZ**, gave, offered, and promised things of value intended for Public Official B, including payments to SuperPAC 2, through Witness 1 (who represented himself to be an intermediary of Public Official B), intending that they be in exchange for Public Official B directing and exerting influence on public officials to resolve OCIF's examination of The Bank in a manner favorable to The Bank. In truth, Witness 1 was operating at the direction of law enforcement officials, was not actually serving as an intermediary of, or acting on behalf of, Public Official B, and made statements to **BLAKEMAN** and **DIAZ** to further the undercover investigation.

34. Additionally, Foreign National 1, **BLAKEMAN**, and DIAZ sought to have Public Official B direct and exert influence on other public officials to ensure that The Bank would not have to enter into an agreement with OCIF acknowledging violations of the BSA, and that The Bank would not have to file Suspicious Activity Reports for certain transactions related to bank accounts and entities owned or controlled by Foreign National 1.

35. Foreign National 1, **BLAKEMAN**, DIAZ, and others met with purported associates of Public Official B, including Witness 1, in the District of Puerto Rico. During this meeting they discussed Foreign National 1's specific requests regarding the resolution of OCIF's examination of The Bank in exchange for Foreign National 1's contributions to a political action committee benefitting Public Official B.

36. Foreign National 1, **BLAKEMAN**, DIAZ, and others communicated with each other directly and through intermediaries via text message, email, and internet-based messaging applications to discuss aspects of the agreement to pay bribes to influence the OCIF examination.

37. Foreign National 1, **BLAKEMAN**, DIAZ, and others attempted to disguise their bribe payments to influence the OCIF examination as contributions to SuperPAC 2 in order to conceal the illegal and corrupt purpose of the payments.

Acts in Furtherance of the Conspiracy

Foreign National 1 Demands OCIF Commissioner A's Removal

38. In or around January 2020, Foreign National 1 told **BLAKEMAN** that he wanted OCIF Commissioner A terminated from his position, and that he (Foreign National 1) wanted **BLAKEMAN** to convey his dissatisfaction with the OCIF Commissioner A directly to Public Official A.

39. On January 4, 2020, in response to a message from **BLAKEMAN** 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."

40. 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.

41. In or around January 2020, **BLAKEMAN**, 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.

42. 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.

43. In or around January 2020, **BLAKEMAN** 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.

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

45. 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.

46. On February 20, 2020, **BLAKEMAN** 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).

The Meeting in Condado

47. On February 28, 2020, Public Official A met with Foreign National 1, **BLAKEMAN**, Individual A, DIAZ, and others, including consultants and partners from Political Consulting Firm A, at a luxury hotel in the Condado area of San Juan.

48. During the February 28, 2020 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. The presentation was paid for, in whole or in part, by Foreign National 1.

49. During the February 28, 2020 meeting or shortly thereafter, **BLAKEMAN** 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.

50. On or about March 10, 2020, Political Consulting Firm A transmitted an invoice to a financial services company owned and controlled by Foreign National 1. The description of the invoice read, "For Financial, Economic and Political research – both Qualitative and Quantitative," and the amount invoiced was £263,000 GBP, or roughly \$350,000 USD.

The Removal of OCIF Commissioner A

51. 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, Public Official A's Chief of Staff told OCIF Commissioner A that he had to resign from his position by February 28, 2020.

52. 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.

The Formation of SuperPAC 1

53. In or around February 2020, Foreign National 1, through intermediaries, including **BLAKEMAN**, conveyed to Public Official A his willingness to create an independent expenditure-only political action committee to support Public Official A's election.

54. Foreign National 1, Individual A, and others hired Political Consultant A to manage the independent expenditure-only political action committee.

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

56. On March 10, 2020, **BLAKEMAN** messaged 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.

57. On April 8, 2020, Political Consultant A registered SuperPAC 1 with the Federal Election Commission.

58. On April 9, 2020, Individual A sent **BLAKEMAN** 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."

59. On April 10, 2020, **BLAKEMAN** 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.”

60. On April 14, 2020, Individual A followed up with **BLAKEMAN** 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?”

61. On May 6, 2020, Individual A instructed **BLAKEMAN**, 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.”

62. On May 7, 2020, Individual A messaged **BLAKEMAN** 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.”

The Appointment of a New Commissioner of OCIF

63. On or around May 6, 2020, **BLAKEMAN** 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.

64. On May 12, 2020, Individual A messaged **BLAKEMAN** about the status of OCIF Commissioner B’s appointment, asking “if the advice provided has been implemented.” **BLAKEMAN** 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.”

65. On or around May 14, 2020, Public Official A appointed OCIF Commissioner

B as the new Commissioner of OCIF.

66. On May 14, 2020, Individual A again messaged **BLAKEMAN** 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."

67. In response to Individual A's message on whether his "friend" was "following through," **BLAKEMAN** sent Individual A a copy of Public Official A's formal announcement appointing OCIF Commissioner B.

68. On May 14, 2020, **BLAKEMAN** also sent a copy of Public Official A's formal announcement appointing OCIF Commissioner B to Foreign National 1.

69. On or around May 21, 2020, following the appointment of OCIF Commissioner B, Political Consultant A arrived in San Juan, Puerto Rico, to begin efforts to support Public Official A's election campaign.

Foreign National 1 Seeks to End the Audit

70. After Public Official A lost the primary election in or around August 2020, Foreign National 1 financially supported the gubernatorial campaigns of both Public Official B and Public Official B's opponent in the general election. Public Official B won the general election in November 2020. After the election, Foreign National 1, **BLAKEMAN** and DIAZ engaged in an effort to bribe Public Official B, including by making a \$25,000 payment to SuperPAC 2, through Witness 1, who represented himself to be an intermediary of Public Official B, in exchange for Public Official B directing and exerting influence on public officials to resolve OCIF's examination of The Bank in a manner favorable to The Bank. In truth, Witness 1 was operating at the direction of law enforcement officials, was not actually serving

as an intermediary of, or acting on behalf of, Public Official B.

The Meeting at The Bank

71. On or about April 30, 2021, **BLAKEMAN** 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 April 30, 2021 meeting, DIAZ communicated to Witness 1 the four objectives that Foreign National 1 and 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.

72. On or around May 11, 2021, **BLAKEMAN** had a follow-up meeting with Witness 1 concerning The Bank's requests regarding OCIF. During the May 11, 2021 meeting and to further the undercover investigation, Witness 1 told **BLAKEMAN** 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.

73. During the May 11, 2021 meeting, Witness 1 told **BLAKEMAN** that Witness 1 heard that Foreign National 1 had previously offered to make a \$300,000 political contribution benefitting Public Official B. To further the undercover investigation, Witness 1 suggested to **BLAKEMAN** that Foreign National 1 could make that contribution in

exchange for Public Official B fulfilling The Bank's requests. **BLAKEMAN** responded that Witness 1 could count on Foreign National 1's commitment to contribute money as long as "this comes true."

74. On or about May 12, 2021, **BLAKEMAN** 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 part of and to further the undercover investigation (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 **BLAKEMAN** "to give me a hand with the contribution." Federal law enforcement authorities did not instruct Witness 1 to communicate The Bank's four objectives to Public Official B.

The Meeting in Guaynabo

75. Between May 18 and May 24, 2021, DIAZ and Witness 1 exchanged iMessages for the purpose of coordinating another in-person meeting to discuss The Bank's requests to influence the OCIF examination.

76. On or about May 27, 2021, **BLAKEMAN** and DIAZ met with Witness 1 at a restaurant in Guaynabo, Puerto Rico, to discuss The Bank's requests to influence the OCIF examination. During the May 27, 2021 meeting, Witness 1 discussed an agreement with **BLAKEMAN** and DIAZ for a \$50,000 payment to benefit Public Official B, intending that the payment be in exchange for Public Official B directing and exerting influence on public officials to cause 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 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.

77. During the May 27, 2021 meeting, Witness 1 stated that Foreign National 1, **BLAKEMAN**, and DIAZ should let Witness 1 know when they were ready to make a payment to SuperPAC 2. As 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."

78. At the May 27, 2021 meeting, 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."

79. During the May 27, 2021 meeting, Witness 1 stated that what they were discussing "cannot leave this table," and **BLAKEMAN** responded by acknowledging the need for secrecy, stating that it would not be convenient for The Bank if it was known "that [Public Official B's office] is intervening in any way."

80. At the May 27, 2021 meeting, Witness 1 told **BLAKEMAN** and DIAZ that he would send them instructions for wiring the money that The Bank was pledging for Public Official B. DIAZ told Witness 1 to send the information only to **BLAKEMAN**. 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."

The Wiring of the Bribe Payment

81. On or about May 28, 2021, Witness 1 sent **BLAKEMAN** via text message the wiring instructions for the account into which The Bank's monetary payment to benefit Public

Official B should be deposited.

82. 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.

83. In or around July 2021, Foreign National 1, the owner of The Bank, agreed to make a \$25,000 payment to SuperPAC 2.

84. On July 20, 2021, **BLAKEMAN** 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 **BLAKEMAN** a screenshot of SuperPAC 2's bank account information.

85. In a text message to DIAZ, Foreign National 1 stated 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.

86. On or around August 11, 2021, Foreign National 1 caused a \$25,000 payment to be sent to SuperPAC 2 from a bank account held by The Bank's holding corporation.

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)

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

88. 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 **JOHN BLAKEMAN** 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

89. 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

90. 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).

W. STEPHEN MULDROW
United States Attorney

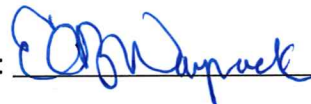
By: 

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