

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

UNITED STATES OF AMERICA,

v.

[1] LUZ M. SANTIAGO-TORRES,
a/k/a "Lucy" or "Maria"

Counts 1-35;

[2] JIMMY E. SANTIAGO-BURGOS,

Counts 1-22;

[3] FELIX ROSA-ROSA,

Counts 1-22, 27;

[4] JOSE RIVERA-ESPARRA,

Counts 1-22, 23, 26, 28;

[5] ULISES FELICIANO-CARABALLO,

Counts 1-22;

Defendants.

INDICTMENT

CRIMINAL NO. 19- 186 (CCC)

CRIMINAL VIOLATIONS:

Count 1: 18 U.S.C. § 1349

Counts 2-11: 18 U.S.C. § 1341

Counts 12-22: 18 U.S.C. § 1343

Counts 23-28: 18 U.S.C. § 1028A

Counts 29-35: 18 U.S.C. § 1957

**35 COUNTS &
FORFEITURE ALLEGATIONS**

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INDICTMENT

THE GRAND JURY CHARGES:

At all times material to this Indictment:

1. Defendant [1] **LUZ M. SANTIAGO-TORRES** resided at or about Road 552, Km 1.9, in Barrio Guayabal, Sector Magas, Juana Diaz, Puerto Rico.
2. Defendant [1] **LUZ M. SANTIAGO-TORRES** operated a home for the elderly entitled Hogar Sustituto Luz Santiago y Fernando Santiago also known as Sueño Feliz (hereinafter "Sueño Feliz") in Juana Diaz, Puerto Rico. Sueño Felix was licensed to operate with the Puerto Rico Department of Family, license number 1295, until the license was revoked on or about April 5, 2011.
3. Defendant [1] **LUZ M. SANTIAGO-TORRES** maintained and controlled a post office box with an address of P.O. Box 408, Juana Diaz, Puerto Rico.

4. Defendant [1] **LUZ M. SANTIAGO-TORRES** maintained and controlled the following bank accounts:
 - a. a bank account at Oriental Bank (hereinafter “Oriental”) with Account Number XXXXX2695,
 - b. a joint bank account with Individual A and Individual E at Banco Bilbao Viscaya Argentaria (hereinafter “BBVA”) with Account Number XXXXX4953,
 - c. a joint bank account with Individual A at Banco Popular de Puerto Rico (hereinafter “Banco Popular”) with Account Number XXXXX5051, and
 - d. a joint bank account with Individual D at Banco Popular with Account Number XXXXX8823.
5. Defendant [2] **JIMMY E. SANTIAGO-BURGOS** was raised in and maintains contact with Juana Diaz, Puerto Rico and has resided in Lawrence, Massachusetts.
6. Defendant [3] **FELIX ROSA-ROSA** served as an insurance agent and engaged in the business of selling life insurance policies in Puerto Rico for financial gain.
7. Defendant [4] **JOSE RIVERA-ESPARRA** served as an insurance agent and engaged in the business of selling life insurance policies in Puerto Rico for financial gain.
8. Defendant [5] **ULISES FELICIANO-CARABALLO** served as an insurance agent and engaged in the business of selling life insurance policies in Puerto Rico for financial gain.

INSURANCE COMPANIES

1. Triple-S Vida, Inc. (hereinafter “Triple-S”) was an insurance company operating in Puerto Rico that offered life insurance products to the public.
2. Multinational Life Insurance Company (hereinafter “Multinational”) was an insurance company operating in Puerto Rico that offered life insurance products to the public.

3. National Life Insurance Company (hereinafter “National”) was an insurance company operating in Puerto Rico that offered life insurance products to the public. National was acquired by Multinational in or about 2011.
4. Occidental Life Insurance Company of North Carolina (hereinafter “Occidental”) was an insurance company operating in Texas that offered life insurance products to the public.
5. Americo Financial Life and Annuity Insurance Company (hereinafter “AFL”) was an insurance company operating in Missouri that offered life insurance products to the public under the brand name “Americo”. AFL operated a call center in Kansas City, Missouri to communicate via telephone with customers, including those located in Puerto Rico.
6. Universal Life Insurance Company (hereinafter “Universal”) was an insurance company operating in Puerto Rico that offered life insurance products to the public.
7. Great American Life Assurance Company (hereinafter “Great American”) was an insurance company operating in Puerto Rico that offered life insurance products to the public.
8. Metlife (“Metlife”) was an insurance company operating in New York that offered life insurance products to the public.
9. Triple-S, Multinational, Occidental, AFL, Universal, National, Great American, and Metlife provided life insurance on insureds residing in Puerto Rico.

PUERTO RICO INSURANCE CODE

10. Pursuant to 26 L.P.R.A. § 106, no person shall engage in the business of insurance in Puerto Rico without complying with the provisions of Title 26 of the Laws of Puerto Rico (hereinafter the “Insurance Code”).

11. Pursuant to 26 L.P.R.A. § 102, “insurance” is defined as a contract whereby one undertakes to indemnify another, or to pay or provide a specified or ascertainable benefit upon determinable contingencies therein unforeseen.
12. Pursuant to 26 L.P.R.A. § 308, insurers may be authorized to provide various types of insurance, including but not limited to life insurance.
13. Pursuant to 26 L.P.R.A. § 402, “life insurance” is defined as insurance of human lives and insurance appertaining thereto or connected therewith.
14. Pursuant to 26 L.P.R.A. § 1104(1), an individual of competent legal capacity may procure or effect an insurance contract upon his own life or body for the benefit of another person. But no person shall procure or cause to be procured any insurance contract upon the life or body of another individual unless the benefits under such a contract are payable to the individual insured or his personal representative, or to a person having, at the time when such contract was made, an insurance interest in the individual insured.
15. Pursuant to 26 L.P.R.A. § 1104(3), an “insurable interest” includes only interests as follows:
 - a. In the case of individuals related closely by blood or by law, a substantial interest engendered by love and affection.
 - b. Those of a person liable for the support of a minor.
 - c. In the case of other persons, a lawful and substantial economic interest in having the life, health, or bodily safety of the individual insured continue, as distinguished from an interest which would arise only by, or would be enhanced in value by, the death, disablement, or injury of the individual insured.
 - d. An individual heretofore or hereafter party to a contract or option for the purchase or sale of an interest in a business or professional partnership or firm, or of shares of stock of a

close corporation or of an interest in such shares, has an insurable interest in the life of each individual party to such contract and for the purposes of such contract only, in addition to any insurable interest which may otherwise exist as to the life of such individual.

16. Pursuant to 26 L.P.R.A. § 1107, no life insurance contract upon any person shall be made or effectuated unless at the time of making the contract the insured, being of competent legal capacity to contract, applies therefor in writing or gives his written consent therefor, except in the following cases:

- a. Either spouse may effectuate such insurance on the other.
- b. Any person having insurable interest in the life of a minor may effectuate an insurance upon the life of or with relation to the minor.

ADDITIONAL DEFINITIONS

17. For the purpose of this Indictment, the “insured” is the individual whose life is insured under a life insurance policy.
18. For the purpose of this Indictment, a “beneficiary” is an individual designated to receive a payment upon the insured’s death. One or more beneficiary may be identified on a life insurance policy.
19. For the purpose of this Indictment, the “premium” or “premium payment” is the amount paid to the insurance company for the benefit of maintaining an active life insurance policy. The “premium” may be paid on recurring intervals, *i.e.* monthly or annually, as agreed with the insurance company.

20. For the purpose of this Indictment, the “amount” or “face amount” or “face value” of a life insurance policy is the amount that is agreed with the insurance company to be paid to the beneficiary upon the insured’s death.
21. For the purpose of this Indictment, “riders” are supplemental endorsements that modify and augment the terms of an insurance policy.
22. For purposes of this Indictment, an “ADB” or “accidental death benefit” is a rider that provides a specific payment amount to the beneficiary in excess of the face amount if the insured dies due to an accidental death.

CONSPIRACY AND SCHEME TO DEFRAUD

23. From in or about November 2006 through the return of the instant Indictment, Defendant [1] **LUZ M. SANTIAGO-TORRES**, Defendant [2] **JIMMY E. SANTIAGO-BURGOS**, Defendant [3] **FELIX ROSA-ROSA**, Defendant [4] **JOSE RIVERA-ESPARRA**, and Defendant [5] **ULISES FELICIANO-CARABALLO** conspired, devised, and engaged in a scheme to defraud life insurance companies by applying for, paying for, and receiving life insurance policies for insureds without the insured’s knowledge and consent.
24. Participants in the conspiracy and scheme to defraud agreed to fill out life insurance applications containing materially false information and misrepresentations that were sent to insurers, including Triple-S, Multinational, Occidental, AFL, Universal, National, Great American, and Metlife, all without the knowledge and consent of the insured listed on the life insurance application.
25. Participants in the conspiracy and scheme to defraud listed the personal identification information of insureds on life insurance applications, including their name, social security number, and date of birth, all without the knowledge and consent of the insureds.

26. Participants in the conspiracy and scheme to defraud listed false contact information of insureds on life insurance applications, including false residential addresses, false mailing addresses, and false telephone numbers, all without the knowledge and consent of the insureds.
27. The false contact information provided corresponded to the addresses and contact information for individuals involved in or related to participants in the conspiracy and scheme to defraud. By doing so, participants in the conspiracy and scheme to defraud would receive communications made via telephone and mail rather than the actual named insured.
28. Participants in the conspiracy and scheme to defraud forged the signature of insureds on life insurance documentation, including applications and change of beneficiary forms. By doing so, the participants in the conspiracy and scheme to defraud submitted documentation to insurance companies, purporting to be the insureds and purporting to have authorized the application for a life insurance policy.
29. Participants in the conspiracy and scheme to defraud identified themselves or others close to them as beneficiaries on the life insurance policies. By doing so, participants in the conspiracy and scheme to defraud would receive financial compensation when the insured died. As such, the participants in the conspiracy and scheme to defraud, as well as the named beneficiaries, had a financial interest in the insured's death, all without the insured's knowledge or consent.
30. Individuals A-F, identified herein, were family members of or friends with Defendant **[1] LUZ M. SANTIAGO-TORRES** and Defendant **[2] JIMMY E. SANTIAGO-BURGOS**.
31. Participants in the conspiracy and scheme to defraud utilized riders and ADBs to obtain additional life insurance coverage for insureds. By doing so, the participants in the conspiracy and scheme to defraud, as well as the named beneficiaries, had a further financial interest in the insured's death, if deemed accidental by the insurance company.

32. Participants in the conspiracy and scheme to defraud provided materially false information and misrepresented that beneficiaries identified on the life insurance applications had a family relation to the insured when in fact no family relation existed. By doing so, participants in the conspiracy and scheme to defraud misrepresented an insurable interest in the insured's life.
33. As a part of the conspiracy and scheme to defraud, insurance agents signed and submitted life insurance applications to insurers via fax and interstate wire communications.
34. As a part of the conspiracy and scheme to defraud, insurance agents submitted materially false information to insurers in order to obtain life insurance policies on insureds, without their knowledge and consent.
35. Multiple insureds, for whom life insurance policies were obtained without their knowledge and consent, resided at and were provided elderly care at Sueño Feliz.
36. As a part of the conspiracy and scheme to defraud, insurance agents falsely attested to meeting with and witnessing the insured's signature on life insurance applications.
37. As a part of the conspiracy and scheme to defraud, insurance agents received commissions for life insurance policies sold to participants of the conspiracy and scheme to defraud in the name of insureds.
38. Participants in the conspiracy and scheme to defraud avoided meetings requested by insurers with the purported insureds to avoid detection of the scheme.
39. Participants in the conspiracy and scheme to defraud obtained life insurance policies that did not require physical meetings with the insureds or any health screenings.
40. Participants in the conspiracy and scheme to defraud submitted materially false information to insurers regarding the insured's actual physical health.
41. Participants in the conspiracy and scheme to defraud communicated with the insurers via mail

and telephone in order to request documentation, including change of beneficiary forms, and to seek payment on claims.

42. Participants in the conspiracy and scheme to defraud submitted materially false information to insurers, including forged signatures of insureds, to make changes in the life insurance beneficiaries.

43. Participants in the conspiracy and scheme to defraud made payments on life insurance policies via money order and electronic bank transfers without the insureds' knowledge or consent.

44. Participants in the conspiracy and scheme to defraud collected on multiple life insurance policies obtained in the conspiracy and scheme to defraud when insureds died, whether by natural causes, accidental death, or murder.

45. The following life insurance policies obtained through the conspiracy and scheme to defraud involved insureds who suffered violent deaths and claims were paid to the listed beneficiaries:

Insured's Name	Insurance Company	Policy Application Date	Insured's Date of Death	Beneficiary	Listed Beneficiary Relationship with Insured	Total Policy Amount (including ADB)	Amount Paid
Daniel Santiago Ramos	Triple-S	4/29/2007	7/1/2011	Individual A	Aunt	\$200,000	\$200,063.40
Jose A Torres Cruz	Triple-S	2/1/2007	10/31/2009	[1] LUZ M. SANTIAGO-TORRES	Aunt	\$200,000	\$200,000.00
Jose A Torres Cruz	Triple-S	9/27/2007	10/31/2009	[1] LUZ M. SANTIAGO-TORRES	Aunt	\$150,000	\$150,168.74
Margarito Torres Cruz	Triple-S	11/18/2009	6/2/2018	[1] LUZ M. SANTIAGO-TORRES	Cousin	\$200,000	\$163,404.00
Margarito Torres Cruz	AFT	1/14/2010	6/2/2018	[1] LUZ M. SANTIAGO-TORRES	Cousin	\$200,000	\$201,463.02
Reinaldo Santiago Torres	Triple-S	1/8/2010	8/28/2012	[2] JIMMY E. SANTIAGO-BURGOS	Cousin	\$200,000	\$200,028.70
						Total	\$1,115,127.86

46. Daniel Santiago Ramos was killed on or about July 1, 2011 in a shooting that occurred in or about the Villas del Parque public housing project located in Juana Diaz, Puerto Rico.
47. Reinaldo Santiago Torres was killed on or about August 28, 2012 in a shooting that occurred on or about Road 552 in Barrio Guayabal, Sector Cuevas, Juana Diaz, Puerto Rico.
48. Jose A. Torres Cruz was struck by a vehicle and killed on or about October 31, 2009 on or about Road 552, Km 2.2 in Barrio Guayabal, Sector Magas, Juana Diaz, Puerto Rico.
49. Margarito Torres Cruz was struck by a vehicle and killed on or about June 2, 2018 on or about Road 552, Km 1.9 in Barrio Guayabal, Sector Magas, Juana Diaz, Puerto Rico. Margarito Torres Cruz was the brother of Jose A. Torres Cruz.
50. On or about the dates listed below, the following payments were made by **[1] LUZ M. SANTIAGO-TORRES** to **[4] JOSE RIVERA-ESPARRA**, from the life insurance proceeds paid following the death of Margarito Torres Cruz.

Paying Account	Amount	Check Number	Signator on Check	Date	Payee
Banco Popular XXXXX5051	\$5,000	469	[1] LUZ M. SANTIAGO-TORRES	July 24, 2018	[4] JOSE RIVERA-ESPARRA
Banco Popular XXXXX5051	\$1,000	470	[1] LUZ M. SANTIAGO-TORRES	July 25, 2018	Cash
Banco Popular XXXXX5051	\$5,000	474	[1] LUZ M. SANTIAGO-TORRES	August 7, 2018	[4] JOSE RIVERA-ESPARRA
Oriental XXXXX2695	\$1,000	105	[1] LUZ M. SANTIAGO-TORRES	October 4, 2018	Cash
Banco Popular XXXXX5051	\$2,000	532	[1] LUZ M. SANTIAGO-TORRES	October 16, 2018	[4] JOSE RIVERA-ESPARRA

51. The following life insurance policies obtained through the conspiracy and scheme to defraud resulted in natural deaths and subsequent claims paid to the listed beneficiaries:

Insured's Name	Insurance Company	Policy Application Date	Insured's Date of Death	Beneficiary	Listed Beneficiary Relationship with Insured	Total Policy Amount	Amount Paid
Carmen Gutierrez Rivera	Metlife	10/23/2007	4/13/2008	Individual A	Step daughter	\$100,000	\$100,000.00
Josefa Figueroa Laporte	National	4/8/2009	12/17/2012	Individual A and Individual B changed to Individual C	Godson	\$100,000	\$100,000.00
Manuel Martinez Santiago	Triple-S	5/9/2007	1/16/2011	Individual D	Nephew	\$40,000	\$36,472.40
Manuel Martinez Santiago	Triple-S	9/12/2007	1/16/2011	Individual A	Niece	\$50,000	\$42,134.00
Rafael Ocasio Baez	Triple-S	10/2/2007	7/6/2011	[1] LUZ M. SANTIAGO-TORRES	Cousin	\$150,000	150,239.96
						Total	\$428,846.36

52. Participants in the conspiracy and scheme to defraud also requested and obtained ADB riders.

53. Participants in the conspiracy and scheme to defraud divided and transferred proceeds from life insurance claims and payments with conspirators, a insurance agent, and others. These funds were divided by writing checks, making electronic transfers, and via automatic teller machine withdrawals, including from Lawrence, Massachusetts.

54. In addition to the life insurance policies that resulted in the insureds' death, participants in the conspiracy and scheme to defraud were unable to obtain some policies requested and have had payment denied. Additionally, some fraudulently obtained life insurance policies were permitted to lapse.

55. The following life insurance policies obtained through the conspiracy and scheme to defraud

resulted in a lapse in the policy or a denied claim.

Insured's Name/Initials	Insurance Company	Policy Application Date	Insured's Date of Death	Policy Status	Beneficiary	Listed Beneficiary Relationship with Insured	Total Policy Amount
A.D.A.	Triple S	2/26/2007	n/a	Inactive	[1] LUZ M. SANTIAGO-TORRES	1st Cousin	\$100,000
D.R.P.	Multinational	9/26/2011	n/a	Inactive	Individual A & Individual E	Foster brother/Sister	\$250,000
E.R.O.	Universal	7/30/2011	n/a	Inactive	[1] LUZ M. SANTIAGO-TORRES & [2] JIMMY E. SANTIAGO-BURGOS	Cousin/Cousin	\$150,000
E.R.O.	Occidental Life	7/30/2011	n/a	Inactive	[2] JIMMY E. SANTIAGO-BURGOS	Cousin	\$250,000
J.M.S.	Americo Financial	8/3/2010	n/a	Inactive	[2] JIMMY E. SANTIAGO-BURGOS	Cousin	\$200,000
J.R.M.	Triple S	9/27/2007	n/a	Inactive	Individual E	Godfather	\$150,000
J.R.M.	Multinational	4/28/2012	n/a	Inactive	Individual F	Cousin	\$250,000
J.D.S.	Triple S	2/8/2007	n/a	Inactive	[1] LUZ M. SANTIAGO-TORRES	Aunt	\$100,000
L.G.R.	Triple S	3/20/2010	n/a	Inactive	[1] LUZ M. SANTIAGO-TORRES	Aunt	\$100,000
M.M.S.	Triple S	12/26/2006	n/a	Inactive	Individual D	Cousin	\$100,000
Daniel Santiago Ramos	Triple S	9/27/2007	7/1/2011	Inactive	[1] LUZ M. SANTIAGO-TORRES	Aunt	\$100,000
Ana E Arroyo Alicea	Multinational	10/12/2014	3/7/2015	Claim Denied	Individual A	Niece	\$25,000
Carmen Gutierrez Rivera	Triple S	1/3/2008	4/13/2008	Claim Denied	Individual A	Step daughter	\$36,000
Maria Sanchez Hernandez	Multinational	11/10/2014	3/2/2015	Claim Denied	[1] LUZ M. SANTIAGO-TORRES & Individual B	Cousin	\$25,000
						Total	\$1,836,000

56. Additional life insurance policies obtained in the conspiracy and scheme to defraud are still active and in effect.

57. The following life insurance policies obtained through the conspiracy and scheme to defraud are active as of the date of the return of the instant Indictment:

Insured's Initials	Insurance Company	Policy Application Date	Policy Status	Beneficiary	Listed Beneficiary Relationship with Insured	Face Amount	ADB
C.A.G.	Triple S	11/20/2007	Active	Individual A	Cousin	\$90,999	
C.A.G.	Metlife	1/12/2008	Active	Individual A	Niece	\$350,000	\$50,000
D.R.P.	Triple S	1/23/2010	Active	Individual C	Step father	\$100,000	\$100,000
D.R.P.	Universal	9/26/2011	Active	[1] LUZ M. SANTIAGO-TORRES	Foster sister	\$150,000	\$143,570
J.B.C.	Americo Financial	2/23/2010	Active	[1] LUZ M. SANTIAGO-TORRES	Cousin	\$250,000	\$250,000
J.S.C.	Americo Financial	9/4/2010	Active	[1] LUZ M. SANTIAGO-TORRES	Cousin	\$200,000	
W.R.R.	Multinational	11/15/2011	Active	[1] LUZ M. SANTIAGO-TORRES	Cousin	\$250,000	
W.R.R.	Universal	11/25/2011	Active	[1] LUZ M. SANTIAGO-TORRES	Cousin	\$150,000	
					Total:	\$1,540,999	\$543,570

58. Participants in the conspiracy and scheme to defraud have obtained payouts from insurers in the total amount of approximately one million five hundred forty-three thousand, nine hundred seventy-four dollars and twenty-two cents (\$1,543,974.22).

COUNT 1
(Conspiracy to Commit Wire and Mail Fraud)
18 U.S.C. § 1349

59. Paragraphs 1-58 are hereby re-alleged as if set forth herein.

60. From in or about November 2006 through in or about the return of the instant Indictment, in the District of Puerto Rico and within the jurisdiction of this Court,

[1] LUZ M. SANTIAGO-TORRES,
[2] JIMMY E. SANTIAGO-BURGOS,
[3] FELIX ROSA-ROSA,
[4] JOSE RIVERA-ESPARRA, and
[5] ULISES FELICIANO-CARABALLO,

the defendants herein, did knowingly and willfully combine, conspire, confederate, and agree with others known and unknown to the Grand Jury to commit an offense contained in Chapter 63, of Title 18, of the United States Code, that is mail fraud in violation 18 U.S.C. § 1341 and wire fraud in violation of 18 U.S.C. § 1343.

OBJECT OF THE CONSPIRACY

61. It was the common purpose and object of the unlawful conspiracy for Defendant [1] **LUZ M. SANTIAGO-TORRES**, Defendant [2] **JIMMY E. SANTIAGO-BURGOS**, Defendant [3] **FELIX ROSA-ROSA**, Defendant [4] **JOSE RIVERA-ESPARRA**, Defendant [5] **ULISES FELICIANO-CARABALLO** and others to conspire to engage in deceptive conduct designed to fraudulently obtain life insurance, commissions, and payments upon insureds' deaths.

MANNER AND MEANS

62. It was part of the manner and means of the unlawful conspiracy that materially false information and forged signatures of real people were submitted to life insurance companies in order to obtain life insurance policies on insureds without their knowledge and consent.
63. It was part of the manner and means of the unlawful conspiracy that members of the conspiracy caused to be transmitted by means of wire communication in interstate commerce, including interstate telephone communications and electronic payments, with life insurance companies in order to further the conspiracy, including but not limited to the application for life insurance, request for documents from the life insurance companies, and the payment of life insurance premiums.
64. It was part of the manner and means of the unlawful conspiracy that members of the conspiracy knowingly caused to be delivered by mail at the place at which it was directed to be delivered by the person to whom it was addressed, money order premium payments to life insurance

companies to maintain active life insurance policies on insureds without their knowledge and consent.

65. It was part of the manner and means of the unlawful conspiracy that net proceeds and commissions were retained by members of the conspiracy.

66. It was part of the manner and means of the unlawful conspiracy that participants in the conspiracy and scheme divided some proceeds of the conspiracy and scheme. All in violation of 18 U.S.C. § 1349.

COUNTS 2-11
(Mail Fraud)
18 U.S.C. § 1341

67. Paragraphs 1-58 are hereby re-alleged as if set forth herein.

SCHEME AND ARTIFICE TO DEFRAUD

68. It was part of the scheme and artifice to defraud that participants in the scheme financially benefitted from the death of insureds, whether due to natural causes, purported accidental deaths, or murder.

69. It was part of the scheme and artifice to defraud that mail, including that identified below, containing money orders, communications, and payments were caused to be sent from participants in the scheme to insurers.

70. It was part of the scheme and artifice to defraud that the identity of the individuals creating money orders and submitting payments were concealed and disguised from the insurer.

71. It was part of the scheme and artifice to defraud that participants in the scheme disguised and falsified the identity and return address of the person mailing the insurance companies.

72. It was part of the scheme and artifice to defraud that materially false representations were submitted to insurers, including through the use of forged signatures, regarding insureds' authorization and intent to obtain life insurance policies and selection of beneficiaries.
73. It was part of the scheme and artifice to defraud that commissions were paid to insurance agents based on fraudulently obtained life insurance policies.
74. It was part of the scheme and artifice to defraud that life insurance awards and payments were made to participants in the scheme upon the death of insureds.
75. It was part of the scheme and artifice to defraud for participants in the scheme to divide proceeds of the scheme.
76. It was part of the scheme and artifice to defraud for participants in the scheme to use proceeds from the scheme to make purchases, including a vehicle, to make cash withdrawals, and to make credit card payments.
77. From in or about November 2006, through the return of the instant Indictment, in the District of Puerto Rico and elsewhere,

**[1] LUZ M. SANTIAGO-TORRES,
[2] JIMMY E. SANTIAGO-BURGOS,
[3] FELIX ROSA-ROSA,
[4] JOSE RIVERA-ESPARRA, and
[5] ULISES FELICIANO-CARABALLO,**

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

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

[1] LUZ M. SANTIAGO-TORRES,
 [2] JIMMY E. SANTIAGO-BURGOS,
 [3] FELIX ROSA-ROSA,
 [4] JOSE RIVERA-ESPARRA, and
 [5] ULISES FELICIANO-CARABALLO,

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

Count	Description of Item Caused to be Mailed	Date	Mailed To
2.	Beneficiary Change Request dated April 11, 2014 for Policy No. 320-M0064739 for insured M.T.C.	April 11, 2014	Americo Life PO Box 410288 Kansas City, MO 64141
3.	Beneficiary Change Request dated October 29, 2015 for Policy No. 320-M0065173 for insured J.B.C.	October 29, 2015	Americo Life PO Box 410288 Kansas City, MO 64141
4.	Money Order with Serial Number 23262501576 in the amount of \$286.90 for policy in the name of insured J.S.C.	January 15, 2016	Americo Life PO Box 410288 Kansas City, MO 64141
5.	Letter and Authorization Form for Policy No. 320-M0064739 for insured M.T.C.	March 14, 2016	Americo Life Insurance c/o Commerce Bank Lock Box PO Box 809010 Kansas City, MO 64180
6.	Beneficiary Change Request dated October 4, 2016 for Policy No. 320-M0065173 for insured J.B.C.	October 4, 2016	Americo Life Insurance c/o Commerce Bank Lock Box PO Box 809010 Kansas City, MO 64180
7.	Beneficiary Change Request dated October 25, 2016 for Policy No. 320-M0065173 for insured J.B.C.	October 25, 2016	Americo Life Insurance c/o Commerce Bank Lock Box PO Box 809010 Kansas City, MO 64180
8.	Letter dated August 25, 2017 regarding Policy No. F18149 for insured M.S.H.	August 28, 2017	Multinational Life Insurance Company 4070 Ave. Ponce de Leon Santurce, PR 00918 PO Box 366107 San Juan, PR 00936
9.	Money Order with Serial Number 24833745448 in the	March 15, 2018	Americo Life PO Box 410288 Kansas City, MO 64141

	amount of \$225.00 for policy in the name of insured J.B.C.		
10.	Check No. 00701448 in the amount of \$100,460.28 payable to [1] LUZ M. SANTIAGO-TORRES	July 24, 2018	P.O. Box 408 Juana Diaz, PR 00795
11.	Check No. 00708846 in the amount of \$101,002.74 payable to [1] LUZ M. SANTIAGO-TORRES	September 28, 2018	P.O. Box 408 Juana Diaz, PR 00795

All in violation of 18 U.S.C. § 1341.

COUNTS 12-22
(Wire Fraud)
18 U.S.C. § 1343

79. Paragraphs 1-58 are hereby re-alleged as if set forth herein.

SCHEME AND ARTICE TO DEFRAUD

80. From in or about November 2006 through the return of the instant Indictment, in the District of Puerto Rico and within the jurisdiction of this Court,

[1] LUZ M. SANTIAGO-TORRES,
[2] JIMMY E. SANTIAGO-BURGOS,
[3] FELIX ROSA-ROSA,
[4] JOSE RIVERA-ESPARRA, and
[5] ULISES FELICIANO-CARABALLO,

the defendants herein, devised and intended to devise a scheme to defraud the life insurance companies, including Triple-S, Multinational, Occidental, AFL, Universal, National, Great American, and Metlife, and to obtain money and property by means of materially false and fraudulent pretenses, representations and promises.

MANNER AND MEANS

81. It was part of the scheme and artifice to defraud that participants in the scheme financially benefitted from the death of insureds, whether due to natural causes, purported accidental deaths, or murder.
82. It was part of the scheme and artifice to defraud that fax communications via interstate wire were utilized to submit life insurance documents, including applications, containing materially false representations and forged signatures of insureds.
83. It was part of the scheme and artifice to defraud that telephone communications via interstate wire were utilized to communicate with life insurance companies, to request documents, including change of beneficiary forms, and to exchange information in order to maintain active life insurance policies.
84. It was part of the scheme and artifice to defraud that the identity of the individuals contacting the life insurance company and submitting life insurance documentation, including applications, were concealed and disguised from the insurer.
85. It was part of the scheme and artifice to defraud that materially false representations were submitted to insurers, including through the use of forged signatures, regarding insureds' authorization and intent to obtain life insurance policies and selection of beneficiaries.
86. It was part of the scheme and artifice to defraud that commissions were paid to insurance agents based on fraudulently obtained life insurance policies.
87. It was part of the scheme and artifice to defraud that premium payments were paid to life insurance companies, including via interstate wire transfers, to keep fraudulently obtained life insurance policies active.

88. It was part of the scheme and artifice to defraud that life insurance awards and payments were made to participants, including via interstate wire transfers, in the scheme upon the death of insureds.

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

90. It was part of the scheme and artifice to defraud for participants in the scheme to use proceeds from the scheme to make purchases, including a vehicle, to make cash withdrawals, and to make credit card payments.

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

[1] LUZ M. SANTIAGO-TORRES,
[2] JIMMY E. SANTIAGO-BURGOS,
[3] FELIX ROSA-ROSA,
[4] JOSE RIVERA-ESPARRA, and
[5] ULISES FELICIANO-CARABALLO,

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

Count	Description	Date
12.	Telephone call to AFL from (787)974-1761 regarding policy of insured J.B.C.	April 23, 2014
13.	Telephone call to AFL from (787)974-1761 regarding policy of insured J.S.C.	August 24, 2017
14.	Telephone call to AFL from (787)644-7299 regarding policy of insured J.B.C.	August 21, 2018
15.	Electronic payment made from Banco Popular Account No. XXXXX5051 to AFL in the amount of 171.57 regarding policy of insured Margarito Torres-Cruz	January 4, 2015

16.	Electronic payment made from Banco Popular Account No. XXXXX5051 to AFL in the amount of 171.57 regarding policy of insured Margarito Torres-Cruz	July 17, 2016
17.	Electronic payment made from Banco Popular Account No. XXXXX5051 to AFL in the amount of 171.57 regarding policy of insured Margarito Torres-Cruz	January 17, 2017
18.	Electronic payment made from Banco Popular Account No. XXXXX5051 to AFL in the amount of 171.57 regarding policy of insured Margarito Torres-Cruz	April 17, 2018
19.	Electronic payment made from Banco Popular Account No. XXXXX5051 to AFL in the amount of \$286.90 regarding policy of insured J.S.C.	June 14, 2018
20.	Electronic payment made from Banco Popular Account No. XXXXX5051 to AFL in the amount of \$286.90 regarding policy of insured J.S.C.	September 16, 2018
21.	Electronic payment made from Oriental Account No. XXXXX2695 to AFL in the amount of \$71.25	October 1, 2018
22.	Electronic payment made from Oriental Account No. XXXXX2695 to AFL in the amount of \$71.25	November 1, 2018

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

COUNTS 23-28
(Aggravated Identity Theft)
18 U.S.C. § 1028A

93. Paragraphs 1-58 are hereby re-alleged as if set forth herein.

94. On or about the dates set forth below, in the District of Puerto Rico and within the jurisdiction of this Court,

[1] **LUZ M. SANTIAGO-TORRES,**
[3] **FELIX ROSA-ROSA,** and
[4] **JOSE RIVERA-ESPARRA,**

the defendants herein, aiding and abetting each other, did knowingly and willfully cause the transfer, possession, and use, without lawful authority, of a means of identification of another person, to wit: the name, social security number, date of birth, and signature of other real persons whose initials appear below, during and in relation to a felony enumerated in 18 U.S.C.

§ 1028A(c), to wit: under 18 U.S.C. §§ 1341, 1343, 1349 and under 18 U.S.C. § 1028(a)(7) and (f).

95. All in violation of 18 U.S.C. § 1028A(a)(1) and 2.

Count	Defendants	Description	Identification
23.	[1] LUZ M. SANTIAGO-TORRES, [4] JOSE RIVERA-ESPARRA	Telephone call to AFL from (787)974-1761 on April 23, 2014 regarding Policy No. M0065173 for insured J.B.C.	Name and social security number of J.B.C.
24.	[1] LUZ M. SANTIAGO-TORRES	Beneficiary Change Request dated October 29, 2015 for Policy No. 320-M0065173	Name and signature of J.B.C.
25.	[1] LUZ M. SANTIAGO-TORRES	Beneficiary Change Request dated October 4, 2016 for Policy No. 320-M0065173	Name and signature of J.B.C.
26.	[1] LUZ M. SANTIAGO-TORRES, [4] JOSE RIVERA-ESPARRA	Beneficiary Change Request dated October 25, 2016 for Policy No. 320-M0065173	Name and signature of J.B.C.
27.	[1] LUZ M. SANTIAGO-TORRES, [3] FELIX ROSA-ROSA	Telephone call to AFL from (787)974-1761 on August 14, 2017 regarding Policy No. M0066444 for insured J.S.C.	Name and social security number of J.S.C.
28.	[1] LUZ M. SANTIAGO-TORRES, [4] JOSE RIVERA-ESPARRA,	Telephone call to AFL from (787)644-7299 on August 21, 2018 regarding Policy No. M0065173 for insured J.B.C.	Name and social security number of J.B.C.

Each Count is a separate and distinct violation of 18 U.S.C. § 1028A(a)(1) and 2.

COUNTS 29-35
(Engaging in Monetary Transactions in Property
Derived from Specified Unlawful Activity)
18 U.S.C. § 1957

96. Paragraphs 1-58 are hereby re-alleged as if set forth herein.

97. On or about the dates set forth below, in the District of Puerto Rico and within the jurisdiction of this Court,

[1] LUZ M. SANTIAGO-TORRES,

the defendants herein, did knowingly engage and attempt to engage in the following monetary transactions by through or to a financial institution, affecting interstate or foreign commerce, in criminally derived property of a value greater than \$10,000, that is the deposit, withdrawal, and transfer of U.S. currency, funds, and monetary instruments, such property having been derived from a specified unlawful activity, that is, mail fraud in violation of 18 U.S.C. § 1341, wire fraud in violation of 18 U.S.C. § 1343, and conspiracy to commit mail fraud and wire fraud in violation 18 U.S.C. § 1349.

Count	Defendant	Description	Date	Amount (USD)
29.	[1] LUZ M. SANTIAGO-TORRES	Check 472 from Banco Popular Account No. XXXXX5051 payable to Alberic Colon Auto	August 6, 2018	\$30,000
30.	[1] LUZ M. SANTIAGO-TORRES	Check 466 from Banco Popular Account No. XXXXX5051 payable to C.O.T.S.	July 22, 2018	\$71,000
31.	[1] LUZ M. SANTIAGO-TORRES	Check 468 from Banco Popular Account No. XXXXX5051 payable to C.O.T.S.	July 23, 2018	\$71,000
32.	[1] LUZ M. SANTIAGO-TORRES	Check 101 from Oriental Account No. XXXXX2695 payable to Luz M. Santiago Torres	August 3, 2018	\$36,500
33.	[1] LUZ M. SANTIAGO-TORRES	Check 104 from Oriental Account No. XXXXX2695 payable to Luz M. Santiago Torres	August 3, 2018	\$36,500
34.	[1] LUZ M. SANTIAGO-TORRES	Check 103 from Oriental Account No. XXXXX2695 payable to C.O.T.S.	October 5, 2018	\$30,000
35.	[1] LUZ M. SANTIAGO-TORRES	Check 104 from Oriental Account No. XXXXX2695 payable to C.O.T.S.	October 5, 2018	\$30,000

All in violation of 18 U.S.C. § 1957.

FRAUD FORFEITURE ALLEGATIONS

The allegations contained in Counts 1-22 of this Indictment are hereby re-alleged and incorporated by reference for the purpose of alleging forfeitures pursuant to 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c).

Upon conviction of an offense in violation of 18 U.S.C. § 1341, 1343, or 1349 as set forth in Counts 1-22 of this Indictment,

**[1] LUZ M. SANTIAGO-TORRES,
[2] JIMMY E. SANTIAGO-BURGOS,
[3] FELIX ROSA-ROSA,
[4] JOSE RIVERA-ESPARRA, and
[5] ULISES FELICIANO-CARABALLO,**

the defendants herein, shall forfeit to the United States of America, pursuant to 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c), any property, real or personal, which constitutes or is derived from proceeds traceable to the offenses, including, but not limited to the following:

- a) a money judgment in the amount of \$1,543,974.22.
- b) A 2018 Jeep Wrangler Unlimited, VIN: 1C4HJWDG7JL844160, with license plate JCH398.

If any of the property described above, as a result of any act or omission of the 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 which cannot be divided without difficulty, the United States of America shall be entitled to forfeiture of substitute property pursuant to 21 U.S.C. § 853(p), as incorporated by 28 U.S.C. § 2461(c).

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

MONEY LAUNDERING FORFEITURE ALLEGATIONS

The allegations contained in Counts 29-35 of this Indictment are hereby re-alleged and incorporated by reference for the purpose of alleging forfeitures pursuant to 18 U.S.C. § 982(a)(1).

Pursuant to 18 U.S.C. § 982(a)(1), upon conviction of an offense in violation of 18 U.S.C. § 1957,

[1] LUZ M. SANTIAGO-TORRES,

the defendant herein, 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:

- c) a money judgment in the amount of \$305,000.
- d) A 2018 Jeep Wrangler Unlimited, VIN: 1C4HJWDG7JL844160, with license plate JCH398.

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If any of the property described above, as a result of any act or omission of the 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 which cannot be divided without difficulty, the United States of America shall be entitled to forfeiture of substitute property pursuant to 21 U.S.C. § 853(p), as incorporated by 18 U.S.C. § 982(b)(1) and 28 U.S.C. § 2461(c).

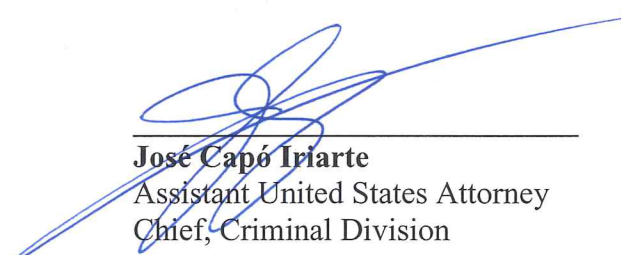
TRUE BILL

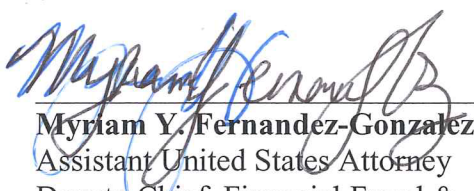
FOREPERSON

Mar/26/2019
Date

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