

DCP:DG/BW
F. # 2017R00930

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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UNITED STATES OF AMERICA

I N F O R M A T I O N

- against -

FERNANDO MARTINEZ GOMEZ,

Defendant.

Cr. No. 22-CR-65
(T. 18, U.S.C., §§ 371, 981(a)(1)(C),
982(a)(2), 982(b)(1) and 3551 et seq.;
T. 21, U.S.C., § 853(p); T. 28, U.S.C.,
§ 2461(c))

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THE UNITED STATES CHARGES:

At all times relevant to this Information, unless otherwise indicated:

INTRODUCTION

I. The Defendant and Referenced Individuals and Entities

1. The defendant FERNANDO MARTINEZ GOMEZ (“FERNANDO MARTINEZ” or “MARTINEZ”) was a citizen of the United States and Ecuador who resided in Florida. From approximately 2009 to 2016, MARTINEZ was employed as a financial advisor for Biscayne Capital, a business based in Miami, Florida that provided financial services to clients primarily in Latin America. MARTINEZ was a “domestic concern” as that term is defined in the Foreign Corrupt Practices Act (“FCPA”), Title 15, United States Code, Section 78dd-2(h)(1).

2. Seguros Sucre S.A. (“Seguros Sucre”) was a state-owned insurance company of Ecuador. Seguros Sucre was controlled by the government of Ecuador and performed a function that Ecuador treated as its own, and thus was an “instrumentality” of the Ecuadorian government as that term is used in the FCPA, Title 15, United States Code, Sections 78dd-2(h)(2)(A) and 78dd-3(f)(2)(A).

3. Seguros Rocafuerte S.A. (“Rocafuerte”) was a state-owned insurance company of Ecuador. Rocafuerte was controlled by the government of Ecuador and performed a function that Ecuador treated as its own, and thus was an “instrumentality” of the Ecuadorian government as that term is used in the FCPA, Title 15, United States Code, Section 78dd-2(h)(2)(A) and 78dd-3(f)(2)(A).

4. Juan Ribas Domenech (“Ribas”) was a citizen of Ecuador who served as the Chairman of Seguros Sucre and Rocafuerte and an advisor to the President of Ecuador from in or about and between 2013 and 2017. Ribas was a “foreign official” as that term is defined in the FCPA, Title 15, United States Code, Sections 78dd-2(h)(2)(A) and 78dd-3(f)(2)(A). Ribas was also a Biscayne Capital client. The defendant FERNANDO MARTINEZ was a financial advisor for Ribas.

5. Seguros Sucre Official 1, an individual whose identity is known to the United States, was a citizen of Ecuador who served as an official at Seguros Secure from in or about and between 2013 and 2017. Seguros Sucre Official 1 was a “foreign official” as that term is defined in the FCPA, Title 15, United States Code, Sections 78dd-2(h)(2)(A) and 78dd-3(f)(2)(A).

6. Reinsurance Broker 1, an entity the identity of which is known to the United States, was a reinsurance broker and risk adviser based in the United Kingdom. Reinsurance Broker 1 owned subsidiaries based in Colombia through which it acted as a broker for insurance companies in Colombia and Latin America, assisting them to reinsure their risks in the local and international reinsurance markets. Seguros Sucre was a client of Reinsurance Broker 1. Reinsurance Broker 1 conducted its business with Seguros Sucre through its Colombian-based subsidiaries and other entities it owned.

7. Felipe Moncaleano Botero (“Moncaleano”) was a Colombian citizen who was an executive and shareholder of Reinsurance Broker 1’s Colombian-based subsidiaries from in or about and between 2013 and 2019.

8. Introducer Company 1, an entity the identity of which is known to the United States, was a company incorporated in Panama that operated as a reinsurance introducer. In that capacity, Introducer Company 1 helped companies obtain and retain contracts with Seguros Sucre in exchange for receiving a commission.

9. Jose Vicente Gomez Aviles (“Gomez”) was a citizen of Ecuador and lawful permanent resident of the United States, and one of the owners of Introducer Company 1. Gomez, a relative of the defendant FERNANDO MARTINEZ, was a “domestic concern” as that term is defined in the FCPA, Title 15, United States Code, Section 78dd-2(h)(1)(A). Gomez was also a Biscayne Capital client.

10. Intermediary Company 1, an entity the identity of which is known to the United States, was a company incorporated in Panama. Intermediary Company 1 held a brokerage account with a bank in Switzerland (the “Intermediary Company 1 brokerage account”). Gomez controlled Intermediary Company 1. As a Biscayne Capital financial advisor working with and on behalf of Gomez, the defendant FERNANDO MARTINEZ had authority to cause transfers to and from the Intermediary Company 1 brokerage account. MARTINEZ used Intermediary Company 1’s brokerage account to facilitate transfers of cash in connection with the bribery and money laundering scheme described below.

11. Intermediary Company 2, an entity the identity of which is known to the United States, was a company incorporated in Panama. Intermediary Company 2 held a brokerage account with a bank in Switzerland (the “Intermediary Company 2 brokerage account”) for the

benefit of Ribas. The Intermediary Company 2 brokerage account received bribe payments made to Ribas by Gomez and Moncaleano.

12. Biscayne Capital was a financial services business founded in or around 2005 by Roberto Gustavo Cortes Ripalda (“Cortes”) and Ernesto Heraclito Weisson Pazmino (“Weisson”). In or about and between 2005 and 2018, Cortes and Weisson operated Biscayne Capital from Miami, Florida through a series of different corporate entities, the identities of which are known to the United States, incorporated at various times in the United States, Uruguay, Bermuda, Switzerland, the British Virgin Islands and the Bahamas. Biscayne Capital included a Delaware holding company and a Florida-based entity that was formed in or around 2008 in Miami as a United States-registered investment advisor. In or about 2012, the Florida entity de-registered as an investment adviser and Biscayne Capital incorporated a new holding company in Bermuda. In or about 2016, Cortes and Weisson divested ownership of Biscayne Capital and its related entities into trusts, the identities of which are known to the United States. Notwithstanding the divestitures, Cortes, Weisson and others continued to exercise operational control over Biscayne Capital through in or about September 2018 through consulting agreements with the trusts. At times relevant to this Information, Biscayne Capital maintained offices in, among other places, Florida, Ecuador, Argentina, the Bahamas and Uruguay.

13. South Bay Holdings, LLC, was a business based in Florida and founded by Cortes and Weisson to develop luxury real estate in Florida. South Bay Holdings and its related entities (collectively, “South Bay”) were beneficially owned and operated by Cortes and Weisson in or about and between 2005 and 2018. Beginning in or about 2009, South Bay made equity investments in Biscayne Capital. By in or about 2012, South Bay was Biscayne Capital’s majority shareholder.

14. Gustavo Trujillo was a citizen of Ecuador who resided in Florida since approximately May 2018. In or about and between 2007 and 2018, Trujillo was employed in operational and comptroller positions in the Ecuadorian and Argentinian offices of Biscayne Capital.

15. Proprietary Products were several private investment products issued from the Cayman Islands and Ireland that were owned by or created at the direction and to the ultimate benefit of Cortes and Weisson and were marketed and sold to Biscayne Capital clients by Cortes, Weisson, the defendant FERNANDO MARTINEZ and others. The first of the Proprietary Products was formed in or about 2006.

16. Madison Asset LLC (“Madison”) was a company incorporated in the Cayman Islands in or about 2014. Madison had bank accounts in, among other places, Europe and the United States, including accounts in New York, New York. Cortes, Weisson and Biscayne Capital’s financial advisors, including the defendant FERNANDO MARTINEZ, used Madison’s accounts in New York to facilitate transfers of cash and securities in connection with the bribery, money laundering and fraud schemes described below.

17. Introducer Company 2, an entity the identity of which is known to the United States, was registered in Panama and Ecuador and operated in Miami, Florida. Introducer Company 2 acted as an introducer for reinsurance companies.

18. Co-Conspirator 1, an individual whose identity is known to the United States, was a citizen of Ecuador and the United States who resided in Miami, Florida. Co-Conspirator 1 was a beneficial owner of Introducer Company 2, which he operated and controlled. Co-Conspirator 1 was a “domestic concern” as that term is defined in the FCPA, Title 15, United States Code, Section 78dd-2(h)(1)(A).

19. Reinsurance Broker 2, an entity the identity of which is known to the United States, was a reinsurance broker based in the United Kingdom.

20. Reinsurance Broker 3, an entity the identity of which is known to the United States, was a reinsurance broker based in the United Kingdom.

21. Victim 1, Victim 2 and Victim 3, individuals and an entity whose identities are known to the United States, were clients of Biscayne Capital.

II. The Schemes to Launder Bribery Proceeds

22. As described in more detail below, in or about and between 2013 and 2017, Gomez, Moncaleano, Introducer Company 1 and others paid bribes to Ribas and Seguros Sucre Official 1 in exchange for the Seguros Sucre officials using their official positions to assist Gomez, Moncaleano, Introducer Company 1 and others to obtain and retain business for Reinsurance Broker 1.

23. In a related scheme, Co-Conspirator 1, Introducer Company 2 and others also paid bribes to Ribas and other Seguros Sucre and Rocafuerte officials in exchange for the officials using their official positions to assist Co-Conspirator 1, Introducer Company 2 and others to obtain and retain business for Reinsurance Brokers 2 and 3.

24. To conceal and disguise the bribe payments, the defendant FERNANDO MARTINEZ, Gomez, Moncaleano, Introducer Company 1, Co-Conspirator 1, Introducer Company 2, Ribas and others laundered the proceeds of the bribery schemes through bank accounts in the United States for the benefit of Ribas and others.

A. The First Scheme to Launder Bribery Proceeds – Reinsurance Broker 1

25. From at least in or about and between 2013 and 2017, Ribas, as Chairman of Seguros Sucre, had influence over the award of Seguros Sucre contracts.

26. In or about June 2013, Seguros Sucre retained Reinsurance Broker 1 to be the reinsurance broker for the Ecuadorian Ministry of Defense (“MOD”) for the period 2013 through 2014.

27. In or about late 2013, Seguros Sucre informed Reinsurance Broker 1 that Seguros Sucre might not renew Reinsurance Broker 1’s MOD reinsurance policy.

28. In or about 2014, Moncaleano approached Gomez and Introducer Company 1 for assistance in retaining the MOD reinsurance policy. Gomez introduced Moncaleano to Ribas, and Gomez and Moncaleano agreed to pay bribes to Ribas and Seguros Sucre Official 1 in exchange for Ribas and Seguros Sucre Official 1 helping Reinsurance Broker 1 retain the MOD contract and obtain other business from Seguros Sucre.

29. Later in 2014, Reinsurance Broker 1 agreed to pay Gomez and Introducer Company 1 commissions to help Reinsurance Broker 1 retain the MOD contract and obtain other contracts from Seguros Sucre. Reinsurance Broker 1 ultimately paid Introducer Company 1 approximately \$10.8 million in commissions, including those relating to the MOD contract. Gomez, Moncaleano and others funneled a portion of those commissions as bribes to Ribas and others through transactions involving multiple intermediary companies and securities transfers.

30. In or about and between November 2014 and December 2015, the defendant FERNANDO MARTINEZ helped Gomez and Introducer Company 1 transfer approximately \$682,000 in cash and \$1,975,000 worth of securities (\$2,657,000 total value) to the Intermediary Company 2 brokerage account, which was held for the benefit of Ribas. All but one of these transfers occurred through U.S.-based accounts held by Madison.

31. Furthermore, the defendant FERNANDO MARTINEZ caused transfers from Intermediary Company 1 and Intermediary Company 2’s Swiss brokerage accounts to U.S.

accounts for the benefit of Ribas, via Madison's U.S. accounts. Specifically, approximately \$750,000 was transferred into U.S. accounts held by Ribas and approximately \$254,000 was transferred into U.S. accounts held by Ribas's relatives.

B. The Second Scheme to Launder Bribery Proceeds – Reinsurance Brokers 2 and 3

32. From at least in or about and between 2013 and 2017, Ribas, as Chairman of Seguros Sucre and Rocafuerte, had influence relating to the award of Seguros Sucre and Rocafuerte contracts.

33. Beginning in or around 2013, Reinsurance Broker 2 and Reinsurance Broker 3 engaged Introducer Company 2 to assist in obtaining business from Seguros Sucre and Rocafuerte. Introducer Company 2 was compensated with a portion of the brokerage commissions that resulted from the business obtained by Reinsurance Broker 2 and Reinsurance Broker 3 from Seguros Sucre and Rocafuerte.

34. In or about December 2013 and January 2014, executives of Introducer Company 2 advised Reinsurance Broker 2 by email that Introducer Company 2 would share part of the commission that it received with "Ecuador," and that Introducer Company 2 had to pay "local people" to win the business from Seguros Sucre.

35. Between in or about July 2014 and August 2015, Reinsurance Broker 2 and Reinsurance Broker 3 transferred approximately \$8,938,124 to Panamanian bank accounts held by Introducer Company 2.

36. In or about and between March 2015 and January 2016, the defendant FERNANDO MARTINEZ helped Co-Conspirator 1 and Introducer Company 2 transfer approximately \$1,165,379 to Swiss brokerage accounts held for the benefit of Ribas and other Seguros Sucre and Rocafuerte officials. For example:

(a) On or about September 29, 2015, the defendant FERNANDO MARTINEZ emailed Co-Conspirator 1 bank account information for Ribas's Intermediary Company 2 brokerage account. On or about October 2, 2015, Co-Conspirator 1 emailed MARTINEZ a sham model contract to provide a purported justification for investments to be made by Introducer Company 2 in Intermediary Company 2. Co-Conspirator 1 advised that MARTINEZ could make any modifications to the contract, which was backdated August 1, 2015 and purportedly for advisory services. After receiving the contract, an administrative assistant of MARTINEZ emailed MARTINEZ and noted that Intermediary Company 2 was an agricultural advisory services company and Introducer Company 2 was an insurance and reinsurance company. MARTINEZ responded by instructing the assistant to make the contract for agricultural advisory services or something else that would make the purported investment by Introducer Company 2 in Intermediary Company 2 appear more legitimate.

(b) On or about October 22, 2015, the defendant FERNANDO MARTINEZ emailed Co-Conspirator 1 an executed copy of the contract between Introducer Company 2 and Intermediary Company 2. That executed contract contained edits to the model contract consistent with those MARTINEZ instructed his assistant to make.

(c) On or about and between October 5, 2015 and January 1, 2016, Introducer Company 2 made six wire transfers totaling approximately \$905,627 from Panamanian bank accounts controlled by Introducer Company 2 to Intermediary Company 2 brokerage accounts for Ribas's benefit.

III. The Wire Fraud Scheme

37. In or about 2005, Cortes and Weisson, together with others, began operating Biscayne Capital. In or about 2006, Cortes and Weisson created and began marketing

Proprietary Products. Biscayne Capital sold investments in Proprietary Products to clients of Biscayne Capital for the stated purpose of, among other things, raising funds to develop South Bay's projects in South Florida.

38. In or about 2007, South Bay's projects began suffering financial difficulties that worsened over the next decade. South Bay's liabilities increased from approximately \$22.5 million at the end of 2007 to over \$130 million by the end of 2012.

39. As South Bay's financial difficulties worsened, Biscayne Capital's ability to pay outstanding interest and principal debt obligations to investors in Proprietary Products using South Bay profits decreased. As a result, Biscayne Capital relied increasingly and primarily on obtaining new investments in Proprietary Products to repay other Biscayne Capital investors.

40. Nevertheless, the defendant FERNANDO MARTINEZ, Cortes, Weiss, Trujillo and others continued to invest Biscayne Capital client funds in securities issued by the Proprietary Products. MARTINEZ, together with others, then misappropriated these funds, which were purportedly invested for the development of real estate, to, among other things: (a) make interest and principal payments owed to other Biscayne Capital clients who had invested in the Proprietary Products and (b) make payments to individuals affiliated with Biscayne Capital, including MARTINEZ. This was done, in part, to deceive Biscayne Capital clients into believing that their investments were safe and generating returns, when in fact most of their money was not being used to develop real estate and was not generating returns.

41. On several occasions, in or about and between March and August 2016, the defendant FERNANDO MARTINEZ misappropriated Biscayne Capital client money to further the money laundering and bribery schemes described above. Although Insurance Broker 1 and its co-conspirators had provided MARTINEZ sufficient funds to launder their bribe payments,

some of those funds had been misappropriated by Biscayne Capital to make payments to other clients. Thus, when Insurance Broker 1 needed to make bribe payments, MARTINEZ sometimes misappropriated money from other Biscayne Capital clients to ensure that the bribe payments were made when requested. MARTINEZ and his co-conspirators at Biscayne Capital concealed this theft of client funds by first using clients' money to purchase Proprietary Products, and then directing the funds that were used for those purchases into accounts held by Madison and subsequently to the bribe recipients.

42. Additionally, using similar methods, the defendant FERNANDO MARTINEZ misappropriated at least \$4.9 million in Biscayne Capital client money that he falsely represented to his clients was invested in Proprietary Products. In fact, MARTINEZ transferred those funds to other accounts for use in a separate Venezuelan bolivar currency exchange business he entered into with an individual based in Venezuela, whose identity is known to the United States ("Venezuelan Individual 1"). As part of the currency exchange business, Venezuelan Individual 1 received Venezuelan bolivars from clients in Venezuela seeking to exchange bolivars for United States dollars. MARTINEZ then provided Venezuelan Individual 1 with United States dollars invested by his Biscayne Capital clients, without their authorization or approval, to fund the currency exchange business. As part of the currency exchange business, Venezuelan Individual 1 was supposed to ultimately send United States dollars and a fee back to MARTINEZ. In many cases, Venezuelan Individual 1 never did so, and MARTINEZ's clients' investments, which were supposed to be invested in Proprietary Products, were lost due to his fraudulent use of the funds.

COUNT ONE
(Conspiracy to Commit Money Laundering)

43. The allegations contained in paragraphs one through 42 are realleged and incorporated as if fully set forth in this paragraph.

44. In or about and between 2013 and March 2018, both dates being approximate and inclusive, in the Eastern District of New York and elsewhere, the defendant FERNANDO MARTINEZ GOMEZ, together with others, did knowingly and intentionally conspire to (i) conduct one or more financial transactions, to wit: wire transfers of money, which transactions in fact involved the proceeds of specified unlawful activity, to wit: felony violations of the FCPA, Title 15, United States Code, Sections 78dd-2 and 78dd-3, knowing that the financial transactions represented the proceeds of some form of unlawful activity, and knowing that the transactions were designed in whole and in part to conceal and disguise the nature, location, source, ownership and control of the proceeds of the specified unlawful activity, contrary to Title 18, United States Code, Section 1956(a)(1)(B)(i); and (ii) transport, transmit, and transfer, and attempt to transport, transmit, and transfer monetary instruments and funds from a place in the United States to and through a place outside the United States and to a place in the United States from and through a place outside the United States, with the intent to promote the carrying on of specified unlawful activity, to wit: felony violations of the FCPA, Title 15, United States Code, Sections 78dd-2 and 78dd-3, contrary to Title 18, United States Code, Section 1956(a)(2)(A).

45. In furtherance of the conspiracy and to effect its objects, within the Eastern District of New York and elsewhere, the defendant FERNANDO MARTINEZ GOMEZ, together with others, committed and caused the commission of, among others, the following:

OVERT ACTS

(a) On or about December 9, 2014, Gomez sent an email to MARTINEZ, directing him to transfer \$282,000 to “el amigo.”

(b) On or about December 12, 2014, MARTINEZ caused the Intermediary Company 1 brokerage account in Switzerland to transfer approximately \$310,158 through the Eastern District of New York and elsewhere, to a Madison bank account based in New York, New York.

(c) On or about January 15, 2015, MARTINEZ caused a Madison bank account to wire approximately \$282,000 to the Intermediary Company 2 brokerage account for the benefit of Ribas.

(d) On or about June 8, 2015, MARTINEZ caused the Intermediary Company 2 brokerage account in Switzerland to transfer approximately \$106,706 back to a Madison bank account.

(e) On or about June 8, 2015, MARTINEZ caused the same Madison bank account to wire \$100,000 to a U.S.-based bank account in the name of Ribas.

(f) On or about October 5, 2015, MARTINEZ caused the transfer of approximately \$299,970 from Panamanian bank accounts controlled by Introducer Company 2 to the Intermediary Company 2 brokerage account for the benefit of Ribas.

(g) On or about January 1, 2016, MARTINEZ caused the transfer of approximately \$54,000 from Panamanian bank accounts controlled by Introducer Company 2 to the Intermediary Company 2 brokerage account for the benefit of Ribas.

(h) On or about June 26, 2017, Gomez emailed MARTINEZ a credit card statement in Gomez's name to be used by MARTINEZ to provide to a bank as supporting documentation to justify a wire transfer involving proceeds of the bribery scheme from an Intermediary Company 1 bank account to an account for the benefit of Gomez.

(i) On or about March 22, 2018, MARTINEZ met with Gomez and discussed the status of Gomez's proceeds of the bribery scheme that MARTINEZ had invested in Proprietary Products at Biscayne Capital.

(Title 18, United States Code, Sections 371 and 3551 et seq.)

COUNT TWO
(Conspiracy to Commit Wire Fraud)

46. The allegations contained in paragraphs one through 42 are realleged and incorporated as if fully set forth in this paragraph.

47. In or about and between August 2013 and March 2017, both dates being approximate and inclusive, within the Eastern District of New York and elsewhere, the defendant FERNANDO MARTINEZ GOMEZ, together with others, did knowingly and intentionally conspire to devise a scheme and artifice to defraud one or more clients and potential clients in Biscayne Capital, and to obtain money and property from them by means of one or more materially false and fraudulent pretenses, representations and promises, and for the purpose of executing such scheme and artifice, to transmit and cause to be transmitted by means of wire communication in interstate and foreign commerce writings, signs, signals, pictures and sounds, contrary to Title 18, United States Code, Section 1343.

48. In furtherance of the conspiracy and to effect its objects, within the Eastern District of New York and elsewhere, the defendant FERNANDO MARTINEZ GOMEZ, together with others, committed and caused the commission of, among others, the following:

OVERT ACTS

(a) On or about September 23, 2014, MARTINEZ emailed Weisson and others at Biscayne Capital regarding the lack of cash available to transfer to a Biscayne Capital client. In the email, MARTINEZ referenced the misappropriation of client funds to pay other clients, stating that he needed “to recover the funds from clients who ‘TEMPORARILY’ put the funds for the purchase of [another Biscayne Capital client] . . . We are filling gaps everywhere . . .”¹

(b) On or about October 21, 2015, MARTINEZ caused a wire transfer of approximately \$473,035 from a Swiss bank account of an entity controlled by Gomez to a Madison bank account in New York, New York purportedly for the purchase of Proprietary Products.

(c) On or about October 21, 2015, without Gomez’s knowledge, MARTINEZ caused a wire transfer of \$450,000 to be sent, through the Eastern District of New York and elsewhere, from a Madison account at a bank in New York, New York to an account at a bank in Florida designated by Venezuelan Individual 1 in furtherance of MARTINEZ’s Venezuelan currency exchange business.

(d) On or about November 16, 2015, a Biscayne Capital employee working for MARTINEZ emailed Trujillo, copying MARTINEZ and others, requesting that \$420,000 of Victim 1’s funds in an account in Switzerland be used to purchase a Proprietary Product.

(e) On or about November 18, 2015, the Biscayne Capital employee working for MARTINEZ stated in an email to Trujillo and others that \$200,000 of the funds received

¹ This message has been translated from Spanish.

from Victim 1 should be sent to an account at a bank based in Florida designated by Venezuelan Individual 1.

(f) On or about November 19, 2015, MARTINEZ caused a wire transfer of approximately \$420,097 from a bank account of Victim 1 to a Madison bank account based in New York, New York, purportedly for investment in a Proprietary Product.

(g) On or about November 19, 2015, without Victim 1's knowledge, MARTINEZ caused a wire transfer of approximately \$200,000 to be sent from a Madison bank account in New York, New York to an account at a bank based in Florida designated by Venezuelan Individual 1 in furtherance of MARTINEZ's Venezuelan currency exchange business.

(h) On or about March 30, 2016, MARTINEZ caused a transfer of approximately \$29,050 from a bank account of Victim 2 into a Madison bank account in New York, New York purportedly for the purchase of a Proprietary Product.

(i) On or about March 31, 2016, MARTINEZ caused a transfer of approximately \$29,000 from the same Madison bank account in New York, New York to a bank account for the benefit of Ribas, in furtherance of the bribery and money laundering scheme.

(j) On or about July 22, 2016, MARTINEZ caused a transfer of approximately \$50,311 from Victim 3 into a Madison bank account in New York, New York for investment in one of the Proprietary Products.

(k) On or about August 11, 2016, after Victim 3's funds had been combined with additional cash and transferred from the Madison bank account to an account of a third-party payment remitter at a bank in Belgium, MARTINEZ caused three wire transfers of \$50,000

each from the bank account in Belgium to bank accounts in the United States for the benefit of Ribas, in furtherance of the bribery and money laundering scheme.

(l) In or about March 2017, MARTINEZ arranged a meeting with Weisson and Victim 1 at a coffee shop in Miami, Florida to discuss ways in which Weisson could recover and return approximately \$1.5 million of Victim 1's funds that had been in accounts managed by MARTINEZ at Biscayne Capital, but that had been misappropriated as part of the Biscayne Capital fraud scheme.

(Title 18, United States Code, Sections 371 and 3551 et seq.)

CRIMINAL FORFEITURE ALLEGATION
AS TO COUNT ONE

49. The United States hereby gives notice to the defendant that, upon his conviction of the offense charged in Count One, the government will seek forfeiture in accordance with Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), which require any person convicted of such offense to forfeit any property, real or personal, constituting, or derived from, proceeds obtained directly or indirectly as a result of such offense.

50. If any of the above-described forfeitable property, 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;

it is the intent of the United States, pursuant to Title 21, United States Code, Section 853(p), to seek forfeiture of any other property of the defendant up to the value of the forfeitable property described in this forfeiture allegation.

(Title 18, United States Code, Section 981(a)(1)(C); Title 21, United States Code, Section 853(p); Title 28, United States Code, Section 2461(c))

CRIMINAL FORFEITURE ALLEGATION
AS TO COUNT TWO

51. The United States hereby gives notice to the defendant that, upon his conviction of the offense charged in Count Two, the government will seek forfeiture in accordance with Title 18, United States Code, Section 982(a)(2) which requires any person convicted of such offense, to forfeit any property constituting or derived from, proceeds obtained directly or indirectly as a result of such offense.

52. If any of the above-described forfeitable property, 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;

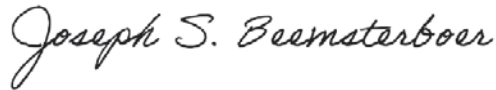
it is the intent of the United States, pursuant to Title 21, United States Code, Section 853(p), as incorporated by Title 18, United States Code, Section 982(b)(1), to seek forfeiture of any other

property of the defendant up to the value of the forfeitable property described in this forfeiture allegation.

(Title 18, United States Code, Sections 982(a)(2) and 982(b)(1); Title 21, United States Code, Section 853(p))



BREON PEACE
UNITED STATES ATTORNEY
EASTERN DISTRICT OF NEW YORK



JOSEPH S. BEEMSTERBOER
ACTING CHIEF
CRIMINAL DIVISION, FRAUD SECTION
U.S. DEPARTMENT OF JUSTICE



DEBORAH L. CONNOR
CHIEF
CRIMINAL DIVISION, MONEY LAUNDERING
AND ASSET RECOVERY SECTION
U.S. DEPARTMENT OF JUSTICE