

**FILED**

JUN 16 2025

UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY

AT 8:30- 12:00 p.m. M QA  
CLERK, U.S. DISTRICT COURT - DNJ

UNITED STATES OF AMERICA : Hon. Michael E. Farbiarz  
v. :  
: Crim. No. 25- 397  
JOSEPH RODRIGUEZ : 18 U.S.C. § 1943

TRUE AND CERTIFIED COPY

Michael Dixon  
3:43 pm, Jun 16 2025



INDICTMENT

The Grand Jury in and for the District of New Jersey, sitting at Newark,  
charges:

COUNTS ONE THROUGH THREE  
(Wire Fraud)

1. At times relevant to this Indictment, unless otherwise noted:

a. Defendant JOSEPH RODRIGUEZ ("RODRIGUEZ") was a resident of California and was the purported owner and President of Old American Incorporated ("Old American").

b. Old American was incorporated in Wilmington, Delaware with its principal place of business in Newport Beach, California, and purported to provide software and hardware solutions to clients.

c. Victim-1 was a New Jersey company engaged in the asset-based lending business, including providing loans secured or collateralized by accounts receivable.

d. A factoring agreement was a contract in which a business sold its outstanding invoices to a third party, called a factor, in exchange for immediate cash.

This arrangement allowed businesses to access capital quickly, improving their cash flow and managing debt collection.

e. On or about January 26, 2015, Old American and Victim-1 entered into a factoring agreement (the “Agreement”). Under the Agreement, Old American retained control over customer relationships and debt collection and was required to pay back Victim-1 directly.

f. Per the Agreement, RODRIGUEZ was required to send email correspondence to a Victim-1 representative, attaching copies of invoices for Victim-1 to purchase. The Victim-1 representative would then review the invoices and sent RODRIGUEZ a “Notice of Purchase” to sign. The Agreement stated that Victim-1 would advance “not greater than eighty percent (80%) of the amount of the Invoice” and set forth a payment structure, whereby Victim-1 was to receive payment equal to 100% of the receivables within 90 days. Victim-1 would then pay RODRIGUEZ an additional payment or discount fee ranging from 1.5 to 4.5% depending on whether the payment was made within 30, 60, or 90 days. After RODRIGUEZ sent Victim-1 the signed notice, Victim-1 would send money to RODRIGUEZ. Under the Agreement, if RODRIGUEZ did not remit funds back to Victim-1 within 90 days, the receivables were deemed to be delinquent with additional procedures to follow.

### **The Scheme to Defraud**

2. From in or around February 2023 through in or around July 2023, in the District of New Jersey and elsewhere, the defendant,

**JOSEPH RODRIGUEZ,**

did knowingly and intentionally devise and intend to devise a scheme and artifice to defraud Victim-1, and to obtain money and property from Victim-1 by means of materially false and fraudulent pretenses, representations, and promises, as set forth below.

### **Goal of the Scheme**

3. The goal of the scheme was for RODRIGUEZ, individually and through Old American, which he controlled, to enrich himself by inducing Victim-1 to pay advance fees based on false and fraudulent representations and promises that RODRIGUEZ was owed future accounts receivable from clients and would pay back Victim-1 pursuant to the Agreement.

### **Manner and Means of the Scheme**

4. It was part of the scheme to defraud that:

a. From in or around February 2023 through in or around July 2023, RODRIGUEZ submitted and caused to be submitted to Victim-1 fraudulent invoices for future accounts receivable that RODRIGUEZ represented were owed to Old American. In fact, the customers listed in the invoices Rodriguez provided to Victim-1 did not owe any money to Old American for any outstanding invoices, and there were no accounts payable to turn over to Victim-1.

b. Based on the fraudulent invoices RODRIGUEZ submitted, Victim-1 made approximately millions of dollars of advance payments to RODRIGUEZ.

c. In or around May 2023, RODRIGUEZ stopped making payments to Victim-1, and as a result, Victim-1 incurred approximately millions of dollars in losses.

**Execution of the Scheme**

5. For the purpose of executing the scheme and artifice to defraud, on or about the dates set forth below, in the District of New Jersey and elsewhere, the defendant,

**JOSEPH RODRIGUEZ,**

transmitted and caused to be transmitted by means of wire communications in interstate and foreign commerce certain writings, signs, signals, pictures, and sounds, as set forth below, each such wire transmission constituting a separate count of this Indictment:

Count	Approximate Date	Description
One	April 7, 2023	Email communication sent by RODRIGUEZ, which was routed through Kansas and Iowa and received by Victim-1 in New Jersey.
Two	May 24, 2023	Email communication sent by RODRIGUEZ, which was routed through Kansas and Washington and received by Victim-1 in New Jersey.
Three	June 9, 2023	Email communication sent by RODRIGUEZ, which was routed through Kansas and Iowa and received by Victim-1 in New Jersey.

In violation of Title 18, United States Code, Section 1343.



### FORFEITURE ALLEGATION AS TO ALL COUNTS

Upon conviction of the wire fraud offenses in violation of Title 18, United States Code, Section 1343, as charged in Counts One to Three of this Indictment, defendant JOSEPH RODRIGUEZ shall forfeit to the United States, pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), any property, real or personal, which constitutes or is derived from proceeds traceable to the commission of such offenses.

### SUBSTITUTE ASSETS PROVISION

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 person;
- (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 subdivided without difficulty;

it is the intent of the United States, pursuant to Title 21, United States Code, Section 853(p), as incorporated by Title 28, United States Code, Section 2461(c),

to seek forfeiture of any other property of the defendant up to the value of the above  
forfeitable property.

A True Bill



Foreperson

*Alina Habba*

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ALINA HABBA  
United States Attorney

United States District Court  
District of New Jersey

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UNITED STATES OF AMERICA

v.

JOSEPH RODRIGUEZ

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INDICTMENT FOR

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18 U.S.C. § 1343

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A True Bill,

Foreperson

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ALINA HABBA  
UNITED STATES ATTORNEY  
FOR THE DISTRICT OF NEW JERSEY

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ASSISTANT U.S. ATTORNEY  
NEWARK, NEW JERSEY  
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