

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA : Hon.
:
v. : Crim. No.
:
: 18 U.S.C. §§ 371 & 981(a)(1)(C);
JUAN R. BERRIOS : 26 U.S.C. § 7206(1) & 28 U.S.C. § 2461

INFORMATION

The defendant having waived in open court prosecution by Indictment, the United States Attorney for the District of New Jersey charges:

DEFENDANT, ENTITIES AND BACKGROUND

1. Defendant JUAN R. BERRIOS ("defendant BERRIOS") was a police officer with the Jersey City Police Department between in or about 2004 and at least the spring of 2017. He was assigned to the North District of Jersey City from approximately 2004 to the winter of 2014. In his official capacity as a police officer, defendant BERRIOS was permitted to perform off-duty assignments for projects requiring such officers in Jersey City's North District.

2. At all times relevant to this Information:

A. The Jersey City Police Department was a department of Jersey City, New Jersey. Jersey City received benefits in excess of \$10,000 in each of the fiscal years 2010,

2011, 2012, 2013, 2014, and 2015 under federal programs involving grants, contracts, subsidies, loans, guarantees, insurance and other forms of federal assistance, within the meaning of Title 18, United States Code, Sections 666(b) and 666(d)(5).

B. Jersey City had a policy regarding the use of off-duty police officers for the convenience of such persons and entities who sought to utilize the services of off-duty Jersey City police officers and to authorize such off-duty employment. The terms of that policy were set forth in Section 3-85.1 of the Jersey City Municipal Code.

C. According to Section 3-85.1, Jersey City police officers were permitted to accept police-related employment from private employers, who were separate and independent from the Jersey City government, only during off-duty hours and at such times that would not interfere with the efficient performance of regularly scheduled or emergency police duty. Prospective employers had to (1) obtain written approval from the Off-Duty Employment Intake Manager at the Jersey City Public Safety Department to hire officers for off-duty work and (2) upon such approval, deposit an estimated amount of funds covering the officers' off-duty work compensation into an off-duty employment

trust account established by Jersey City. Payments for off-duty work performed were made to police officers from Jersey City, with all appropriate tax and other deductions being withheld from those payments. Jersey City imposed an additional fee of between \$5 and \$8 per officer per hour to cover administrative costs, overhead and out-of-pocket expenses. Section 3-85.1 specifically provided that "[n]o off-duty personnel shall be paid directly by any employer for requested services, nor provide services for more hours than specified in the [employer's] request for services."

D. Contractors and utility companies (hereinafter "vendors") were among the employers who utilized the services of off-duty police officers. Generally, when vendors needed to perform work that could obstruct the flow of vehicular or pedestrian traffic, they had to obtain a traffic permit from Jersey City - Department of Business Administration, Division of Traffic Engineering. That permit directed the applicant to call the pick coordinator (a police officer who assigned off-duty police officers to projects), who would then designate an off-duty police officer for the assignment.

E. Jersey City relied on a voucher system in order to process payments for police officers who performed off-duty

assignments. The voucher was entitled, "Jersey City Police Office of Off-Duty Employment Officer Pay Voucher" (hereinafter, the "Jersey City Voucher"). The police officer who performed the off-duty assignment was required to complete the top portion of the voucher and include the following information: the officer's name, rank, social security number, total hours worked, date and times that the off-duty employment was performed, and the officer's signature. A representative of the vendor was required to fill out the middle portion of the voucher and provide the following: the name and location of the worksite and the name and signature of the vendor's foreman or authorized agent.

F. Generally, after filling out the top portion of the voucher and having the vendor complete the middle portion, the police officer who performed the off-duty work provided the Jersey City Voucher to the pick coordinator. The pick coordinator completed his portion of the voucher and caused the voucher to be delivered to the Office of Off-Duty Employment at the Jersey City Police Department. A completed voucher indicated that the officer who had filled out the top portion of the voucher had performed an off-duty job for the vendor whose representative had filled out and signed the middle portion of

the voucher. The City of Jersey City recorded the transaction, collected certain fees for Jersey City, withheld all appropriate taxes, and paid the police officer who performed the off-duty work.

G. At certain times, Jersey City police officers were required to appear in Court as a result of issuing tickets or citations. If the officers were required to appear at times when they were not otherwise working, they would be eligible to be paid overtime. However, if the officers were required to appear in court at the same time they were working as Jersey City police officers, they would not be paid overtime for appearing in court.

THE CONSPIRACY

3. From at least in or about January 2010 to in or about June 2015, in Hudson County, in the District of New Jersey and elsewhere, defendant

JUAN R. BERRIOS

did knowingly and intentionally conspire and agree with others (a) to embezzle, steal, obtain by fraud, misapply, and without authority convert to the use of persons other than the rightful owner \$5,000 and more owned by, and under the care, custody and control of Jersey City and its police department, and (b) to

corruptly solicit, demand, accept, and agree to accept things of value of \$5,000 and more, intending to be influenced and rewarded for permitting off-duty employers in Jersey City to operate at worksites without the presence of a police officer when such police presence was required and to otherwise violate Jersey City's Municipal Code, which required that off-duty police officers be engaged and paid through Jersey City, contrary to Title 18, United States Code, Sections 666(a)(1)(A) and (B).

Goals of the Conspiracy

4. The goals of the conspiracy were for defendant BERRIOS to: (A) accept corrupt and fraudulent payments directly from vendors in exchange for (i) permitting these vendors to operate at worksites without the presence of a police officer when one was required, (ii) permitting the vendors to pay defendant BERRIOS and other police officers directly and to not pay Jersey City money due and owing to Jersey City in connection with its administration of the off-duty employment program, and (iii) otherwise violating the Jersey City Municipal Code; and (B) submit false and fraudulent vouchers to Jersey City to obtain compensation for off-duty work that defendant BERRIOS did not perform.

Manner and Means

5. It was part of the conspiracy that:

A. Defendant BERRIOS, in his official capacity as a police officer for Jersey City's North District, accepted off-duty assignments knowing that he and certain vendors would cut Jersey City out of the process of (i) assigning off-duty police officers, (ii) obtaining payment for off-duty officers and (iii) otherwise administering the off-duty employment program.

B. Defendant BERRIOS authorized certain vendors to perform work at worksites without the presence of an off-duty police officer when the presence of such police officer was otherwise required.

C. In exchange, defendant BERRIOS collected payments directly from off-duty employers in the form of cash and checks, which payments should have gone to Jersey City. On certain occasions, defendant BERRIOS shared his illegal proceeds with the pick coordinator for the North District, Juan Romaniello. Through these actions, defendant BERRIOS and his co-conspirators deliberately disregarded Section 3-85.1 of the Jersey City Municipal Code and deprived Jersey City of money that it would

have received had defendant BERRIOS and others appropriately carried out their duties.

D. On several occasions, defendant BERRIOS submitted Jersey City Vouchers to Jersey City, seeking and obtaining compensation for working as a traffic director or security guard while he was not on duty. Defendant BERRIOS also sought and received overtime compensation for appearing in court at the same time he was purportedly working as a traffic director. As such, defendant BERRIOS fraudulently obtained from Jersey City compensation for two separate assignments that occurred at the same time.

Overt Acts

6. In furtherance of the conspiracy and to effect the objects thereof, defendant BERRIOS and others committed and caused to be committed the following overt acts, among others, in the District of New Jersey and elsewhere:

A. From at least in or about January 2010 to at least in or about December 2014, on numerous occasions, defendant BERRIOS made cash deposits or otherwise negotiated checks or money orders from off-duty employers at New Jersey banks that he had received in exchange for his official

assistance and for the violation of his official duties,
including the following:

Calendar Year 2011

Overt Act No.	Date	Amount
1.	04/08/11	\$1,000
2.	08/05/11	\$1,000
3.	09/06/11	\$1,000
4.	10/04/11	\$1,000
5.	11/04/11	\$1,000
6.	12/06/11	\$1,000

Calendar Year 2012

Overt Act No.	Date	Amount
7.	02/24/12	\$1,000
8.	04/25/12	\$700
9.	08/24/12	\$500

Calendar Year 2013

Overt Act No.	Date	Amount
10.	02/28/13	\$1,000
11.	08/01/13	\$1,000
12.	08/29/13	\$100
13.	11/07/13	\$1,000

Calendar Year 2014

Overt Act No.	Date	Amount
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14.	02/21/14	\$1,000
15.	06/19/14	\$2,000
16.	09/12/14	\$1,000

B. On or about September 22, 2014, in Jersey City, defendant BERRIOS received a \$200 cash payment from a vendor in Jersey City in exchange for defendant BERRIOS's violation of his official duty under the Jersey City Municipal Code to ensure that such off-duty payments were made in compliance with the Jersey City Municipal Code and other policies and procedures.

C. On or about June 24, 2015, defendant BERRIOS submitted a Jersey City Voucher so that he would be compensated for purportedly working as a traffic director between 3 p.m. and 7 p.m. for a particular vendor. Also on June 24, 2015, JUAN R. BERRIOS sought and received overtime compensation for going to court between 4:22 p.m. and 6:06 p.m., during the same approximate time period in which he was purportedly working as a traffic director.

In violation of Title 18, United States Code, Section 371.

FORFEITURE ALLEGATION

1. The allegations contained in this Information are hereby realleged and incorporated by reference for the purpose of noticing forfeiture pursuant to Title 18, United States Code, Section 981(a)(1)(c) and Title 28, United States Code, Section 2461(c).

2. Upon conviction of the offense of conspiracy to commit bribery and fraud, contrary to Title 18, United States Code, Sections 666(a)(1)(A) and (B), in violation of Title 18, United States Code, Section 371, as charged in this Information, defendant

JUAN R. BERRIOS

shall forfeit to the United States of America, pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), any and all property, real or personal, that constitutes or is derived from proceeds traceable to the commission of the above violation, including, but not limited to the following:

- a. A sum of money equal to \$50,000 in United States currency, representing proceeds of the offense charged in this Information; and
- b. All of defendant BERRIOS's right, title and interest in the contents of J.P. Morgan Chase Account number [REDACTED] 4010, held in the name of a relative, which was seized on or about August 5, 2015.

3. If by any act or omission of defendant BERRIOS, any of the property subject to forfeiture described in paragraph 2 herein:

- 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 21 U.S.C. § 853(p), as incorporated by 28 U.S.C. § 2461(c), to seek forfeiture of any other property of defendant BERRIOS up to the value of the above forfeitable property.


CRAIG CARPENITO
UNITED STATES ATTORNEY