

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

UNITED STATES OF AMERICA : Hon.
 :
 v. : Criminal No. 18-
 :
 ADAM RENTZER : 18 U.S.C. § 1952(a)(3)
 : 18 U.S.C. § 2

INFORMATION

The defendant having waived in open court prosecution by Indictment, and having waived any objections to this prosecution based on venue in the District of New Jersey, the United States Attorney for the District of New Jersey charges:

Relevant Individuals and Entities

1. At all times relevant to this Information:
 - a. Defendant ADAM RENTZER ("RENTZER") was a resident of New York and a securities trader who purchased and sold securities in initial and secondary public stock offerings.
 - b. Brian M. Hirsch ("Hirsch") was an employee of the New York office of the investment banking division of a global financial services provider ("Firm A"). In or around late 2015, Hirsch began working at the New York office of a different brokerage and investment banking firm ("Firm B"). In these roles, Hirsch was responsible for, among other things, allocating to clients of Firms A and B securities from initial and secondary public stock offerings.

c. Co-conspirator #1 ("CC#1") was a former resident of Westfield, New Jersey, and resided in Boca Raton, Florida.

d. Co-conspirator #2 ("CC#2") was a resident of Long Island, New York.

The Commercial Bribery Scheme

2. Between in or about mid-2013 through in or about January 2017, RENTZER, CC#1 and CC#2 paid cash kickbacks to Hirsch in exchange for Hirsch providing favorable allocations from public stock offerings marketed by Firms A and B (the "Stock Offerings"). The kickback payments were based on an agreed-upon percentage of the profits that Rentzer, CC#1 and CC#2 realized from their subsequent sales of stocks that they purchased in the Stock Offerings. Hirsch did not disclose any of these payments to Firms A and B and took steps to conceal his corrupt arrangements with Rentzer, CC#1 and CC#2. In accepting these undisclosed kickback payments, Hirsch knowingly violated various policies and procedures of Firms A and B, including policies governing stock allocations and conflicts of interest.

3. On numerous occasions during the scheme, RENTZER met Hirsch at locations on Long Island and made cash payments to him. Hirsch then allocated more stock, and stock in offerings that Hirsch believed would be more profitable, to RENTZER than he otherwise would have without the kickback payments. At the time, RENTZER understood that Hirsch's employers, Firms A and B, were not aware of, and did not consent to, the corrupt payment arrangement he had with Hirsch. RENTZER made the payments to Hirsch with

the intent to influence Hirsch's allocation determinations with respect to the Stock Offerings.

4. In addition to RENTZER's payments, on numerous occasions during the time period of the scheme, typically monthly, CC#1 traveled from or through New Jersey to New York City to meet Hirsch at or near Firms A and B to make cash payments to him. CC#1 also wired funds to third parties, who withdrew the funds and delivered payments to Hirsch on CC#1's behalf. CC#2 also made numerous cash payments to Hirsch during the time period of the scheme. In turn, Hirsch ensured that CC#1 and CC#2 received stock in more offerings, and/or more profitable offerings, than they would have without the kickback payments.

5. To conceal the scheme, Hirsch required RENTZER, CC#1 and CC#2 to pay him in cash rather than checks or wire transfers. Hirsch then either spent the cash or kept it in a safe deposit box.

6. Throughout the scheme, Hirsch made numerous material misrepresentations and omissions to Firms A and B to further conceal his receipt of bribes and kickback payments. For instance, Hirsch signed periodic certifications to Firm A falsely representing that he had complied with the firm's policy that expressly prohibited "quid pro quo" arrangements or similar pre-determined agreements with investor clients in connection with stock allocations. Hirsch also falsely certified that he had complied with Firm A's policies and procedures concerning conflicts of interest. Hirsch made similar misrepresentations and omissions to Firm B.

7. From at least as early as in or about 2013 through in or about January 2017, in the District of New Jersey and elsewhere, defendant

ADAM RENTZER

knowingly and intentionally used and caused others to use the mail and facilities in interstate and foreign commerce, with the intent to promote, manage, establish, carry on, and facilitate the promotion, management, establishment, and carrying on of unlawful activity, specifically, commercial bribery and commercial bribe paying, contrary to New York State Penal Law Sections 180.00 and 180.05, and thereafter performed and attempted to perform an act to promote, manage, establish, carry on, and facilitate the promotion, management, establishment, and carrying on of such unlawful activity, to wit, on or about January 7, 2017, a co-conspirator in and around Boca Raton, Florida, mailed RENTZER a check in the amount of \$650, which RENTZER then deposited into his bank account in and around Jericho, New York, and thereafter used to make an illicit payment to Hirsch.

In violation of Title 18, United States Code, Section 1952(a)(3) and Section 2.

Forfeiture Allegation

1. The allegations contained in all paragraphs of this Information are hereby realleged and incorporated by reference for the purpose of alleging 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 charged in this Information, defendant RENTZER 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), all property, real and personal, that constitutes or is derived from proceeds obtained directly or indirectly as a result of the violation of Title 18, United States Code, Section 1952(a)(3), alleged in this Information.

3. If by any act or omission of defendant RENTZER, any of the property subject to forfeiture 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 subdivided without difficulty;

the United States shall be entitled to forfeiture of substitute property pursuant to Title 21, United States Code, Section 853(p), as incorporated by 28 U.S.C. § 2461(c).


CRAIG CARPENITO
United States Attorney

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INFORMATION FOR

18 U.S.C. §§ 1952(a)(3) and 2

CRAIG CARPENITO

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