

ATTACHMENT A

Between in or about November 2014 through in or about June 2016, in Hudson County, in the District of New Jersey, and elsewhere, defendant

GICELLA SANCHEZ

did knowingly and intentionally conspire with another to embezzle, steal, obtain by fraud, misapply, and without authority knowingly convert to the use of other persons other than the rightful owner, \$5,000 and more in money owned by, and under the care, custody and control of the City of Jersey City and its police department, and did an act to effect the object of this conspiracy.

Contrary to Title 18, United States Code, Section 666(a)(1)(A), in violation of Title 18, United States Code, Section 371.

FORFEITURE ALLEGATIONS

1. The allegations contained in this complaint are incorporated by reference as though set forth in full herein 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.

2. The United States hereby gives notice to defendant GICELLA SANCHEZ that, upon conviction of the offense charged in the complaint, the United States will seek forfeiture in accordance with Title 18, United States Code, Section 981(a)(1)(C), and Title 28, United States Code, Section 2461, of any and all property, real and personal, that constituted and was derived from proceeds traceable to the commission of the offense alleged in the complaint.

3. If by any act or omission of defendant GICELLA SANCHEZ any of the property subject to forfeiture described 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,

the United States will be entitled to forfeiture of substitute property up to the value of the property described above, pursuant to Title 28, United States Code, Section 2461(c).

ATTACHMENT B

I, Joshua Bouchard, am a Special Agent with the FBI. I am aware of the facts contained herein based upon my own participation in this investigation. The information contained in the complaint is based upon my own personal knowledge and investigation, as well as information obtained from investigating agents. Because this complaint is being submitted for the sole purpose of establishing probable cause to support the issuance of a complaint, I have not included each and every fact known to me concerning this matter. Where I refer to the statements of others, those statements are related in substance and in part, unless otherwise noted. Where I assert that an event took place on a particular date, I am asserting that it took place on or about the date alleged.

BACKGROUND

1. At all times relevant to this Complaint:
 - a. Defendant GICELLA SANCHEZ (“SANCHEZ”) was a police officer in Jersey City. As a police officer, SANCHEZ was eligible to perform off-duty work as long as she followed the rules and regulations governing off-duty employment.
 - b. The Jersey City Police Department was a department of Jersey City. Jersey City received benefits in excess of \$10,000 in each of the fiscal years 2015 and 2016 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).
 - c. Certain private companies (the “Vendors”) sometimes were required to utilize the services of off-duty Jersey City police officers. Generally, when Vendors needed to perform work in Jersey City that could obstruct the flow of vehicular or pedestrian traffic, they had to obtain a traffic permit from the Jersey City Department of Business Administration, Division of Traffic Engineering. That permit directed the applicant to call the pick coordinator for the relevant district within the Jersey City Police Department, who would then designate an off-duty police officer for the assignment.
 - d. Jersey City relied on a voucher system in order to process payments for police officers who performed off-duty

assignments. 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 Vendors 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 Vendors' foreman or authorized agent.

- e. Generally, after filling out the top portion of the voucher and having the Vendors complete the middle portion, the police officer who performed the off-duty work provided the Jersey City Voucher to the pick coordinator or assistant pick coordinator. The pick coordinator or assistant pick coordinator then completed the bottom 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.
- f. Co-Conspirator 1 ("CC-1") was a police officer in Jersey City's West District who also was the assistant pick coordinator for the West District.

THE CONSPIRACY

2. As set forth in more detail below, there is probable cause to believe, based on a review of vouchers for off-duty work submitted to Jersey City, cell-site data associated with SANCHEZ's mobile phone, text messages, bank records, and interviews with witnesses, that SANCHEZ knowingly conspired with CC-1 to obtain payments from Jersey City for off-duty jobs that she did not actually perform by making false representations to Jersey City that she did in fact complete such off-duty assignments.

3. On numerous occasions between in or about November 2014 and June 2016, CC-1 asked representatives of certain Vendors who were performing work in the West District to sign the middle portion of a Jersey City

voucher. For each of these vouchers, with SANCHEZ's knowledge and consent, CC-1 falsely represented on the top portion of the voucher that SANCHEZ had performed an off-duty job for the vendor whose representative had signed the middle portion of the voucher. CC-1 also signed SANCHEZ's name on the voucher, purporting to be SANCHEZ's signature. With SANCHEZ's knowledge and consent, CC-1 then submitted the false and fraudulent vouchers to the Jersey City Office of Off-Duty Employment so that SANCHEZ would be paid. As a result, SANCHEZ was compensated for off-duty work that she did not perform.

4. In furtherance of the conspiracy, SANCHEZ and CC-1 committed and caused to be committed the following overt acts, among others, in the District of New Jersey:

- a. On or about June 22, 2015, CC-1 texted SANCHEZ to ask "[a]re you off tonite [sic][?]" After SANCHEZ stated "Yes," CC-1 told SANCHEZ "OK got u 4" and SANCHEZ responded "Niceeeee." According to CC-1, CC-1 was notifying SANCHEZ that CC-1 was going to submit a false voucher on her behalf for four hours of off-duty work. After this text message exchange, with SANCHEZ's knowledge and consent, CC-1 falsely represented on a voucher submitted to Jersey City that SANCHEZ completed four hours of off-duty work on June 22, 2015 that SANCHEZ did not actually perform.
- b. On or about July 23, 2015, SANCHEZ texted CC-1 "I don't have anything tonight but I am actually getting out at 1 today so I don't actually want to be there. Lol." CC-1 responded "Don't worry I'll take care of it." According to CC-1, SANCHEZ was informed by CC-1 that CC-1 would submit an off-duty voucher on her behalf for work on July 23, 2015, even though SANCHEZ had no intention of actually performing the job. With SANCHEZ's knowledge and consent, CC-1 falsely represented on a voucher submitted to Jersey City that SANCHEZ completed four hours of off-duty work on July 23, 2015 that SANCHEZ did not actually perform.
- c. On or about January 7, 2016, with SANCHEZ's knowledge and consent, CC-1 falsely represented on a voucher submitted to Jersey City that SANCHEZ had performed an off-duty assignment in the vicinity of Fish House Road in Jersey City between 3:00 p.m. and 7:00 p.m. Cell-site data associated with SANCHEZ's mobile

phone, however, indicated that she was in the vicinity of her residence, during this entire time period.

- d. On or about March 8, 2016, with SANCHEZ's knowledge and consent, CC-1 falsely represented on a voucher submitted to Jersey City that SANCHEZ had performed an off-duty assignment in the vicinity of St. Paul's Avenue in Jersey City between 3:00 p.m. and 7:00 p.m. Cell-site data associated with SANCHEZ's mobile phone, however, indicated that she was in the vicinity of her residence, during this entire time period.

5. On or about October 25, 2016, SANCHEZ was interviewed by law enforcement agents. During the interview, SANCHEZ admitted that she only performed "one to two" of the numerous off-duty jobs for which CC-1 submitted vouchers on her behalf and for which SANCHEZ was paid.

6. According to bank records and vouchers submitted to Jersey City, from in or about November 2014 to in or about June 2016, SANCHEZ accepted payments well in excess of \$5,000 from Jersey City for off-duty work that she did not perform, including, but not limited to, the following payments:

Date of Voucher	Amount
7/15/15	\$230
7/20/15	\$240
7/22/15	\$200
7/23/15	\$200
7/28/15	\$170
9/4/15	\$400
9/17/15	\$400
9/18/15	\$550
9/22/15	\$400
9/24/15	\$400
9/25/15	\$100
10/6/15	\$230
10/8/15	\$400
10/9/15	\$200
10/10/15	\$200
10/19/15	\$200
10/29/15	\$240
10/31/15	\$595
11/16/15	\$240
12/2/15	\$240
12/4/15	\$240

Date of Voucher	Amount
1/7/16	\$230
2/25/16	\$230
3/8/16	\$230
4/4/16	\$240
4/20/16	\$230
4/28/16	\$230
6/5/16	\$870