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UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY

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UNITED STATES OF AMERICA : Hon. Leda Dunn Wettre  
 :  
v. : Mag. No. 20- 13404  
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ALVARO IDROVO, and :  
PAUL IDROVO, a/k/a "Jose Diaz" :  
 : **CRIMINAL COMPLAINT**

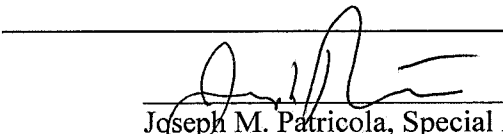
I, Joseph M. Patricola, being duly sworn, state the following is true and correct to the best of my knowledge and belief.

SEE ATTACHMENT A

I further state that I am a Special Agent with the United States Department of Labor, Office of Inspector General, Office of Labor Racketeering and Fraud Investigations, and a Task Force Officer with the Federal Bureau of Investigation ("FBI"), and that this complaint is based on the following facts:


SEE ATTACHMENT B

continued on the attached page and made a part hereof.

  
\_\_\_\_\_  
Joseph M. Patricola, Special Agent  
U.S. Dept. of Labor - OIG

Special Agent Patricola attested to this Complaint by telephone call pursuant to Federal Rule of Criminal Procedure 4.1(b)(2)(A) on September 9, 2020, in New Jersey.

Honorable Leda Dunn Wettre  
United States Magistrate Judge

  
\_\_\_\_\_  
Signature of Judicial Officer

Hon. Wettre authorized  
SA Patricola to stand on  
Hon. Wettre behalf

1:07 PM

## **ATTACHMENT A**

### **(Conspiracy to Commit Extortion by United States Employee)**

1. From on about March 10, 2020 through on or about May 15, 2020, in Essex and Hudson Counties, in the District of New Jersey, and elsewhere, defendants

ALVARO IDROVO, and  
PAUL IDROVO, a/k/a "Jose Diaz,"

did knowingly and intentionally conspire and agree to commit an offense against the United States, specifically to commit an act of extortion under color or pretense of office or employment, while Alvaro Idrovo was an employee of the United States Department of Labor, Occupational Safety and Health Administration ("OSHA"), and assumed to act as such, contrary to Title 18, United States Code, Section 872.

#### **Overt Acts**

2. In furtherance of the conspiracy and in order to effect the objects thereof, defendants ALVARO IDROVO and PAUL IDROVO, a/k/a "Jose Diaz," caused overt acts as set forth in Attachment B to be committed in the District of New Jersey and elsewhere.

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

## ATTACHMENT B

I, Joseph M. Patricola, am a Special Agent with the United States Department of Labor, Office of Inspector General, Office of Labor Racketeering and Fraud Investigations (“DOL-OIG”) and a Task Force Officer with the FBI. I am fully familiar with the facts set forth herein based on my own investigation, my conversations with witnesses and other law enforcement officers, and my review of reports, documents, and items of evidence. Where statements of others are related herein, they are related in substance and in part. Because this complaint is being submitted for a limited purpose, I have not set forth each and every fact that I know concerning this investigation. 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. Recorded conversations referenced herein were conducted in Spanish and later translated into English.

### Defendant and Other Individuals and Entities

(1) At times relevant to this Complaint:

(a) Alvaro Idrovo (“IDROVO”) had been employed for more than ten years by OSHA as a Compliance Safety and Health Officer (“CSHO”) performing routine and complex safety and health investigations at assigned job sites. Among other things, this position required that IDROVO accurately identify hazards during on-site inspections, develop and gather all pertinent facts to document and properly classify violations, evaluate safety and health programs, and make appropriate recommendations for improvement when deficiencies were noted.

(b) Paul Idrovo (“P. IDROVO”) was the brother of IDROVO. He also went by “Jose Diaz,” as set forth herein. P. IDROVO was an OSHA authorized trainer for Outreach Training Programs (“OTP”) but was not an employee of OSHA. An OTP teaches workers in construction and general industry how to identify and avoid common safety and health risks in the workplace. OSHA-authorized trainers conduct 10-hour courses for entry-level workers, and 30-hour courses for supervisors or workers with safety responsibilities.

(c) OSHA was a federal agency created by the United States Congress in the Occupational Safety and Health Act of 1970 to ensure safe and healthy working conditions for workers by setting and enforcing standards and by providing outreach, education, and assistance.

(d) Company 1 was a general contractor based in New Jersey. Individual 1 was the owner of Company 1.

### Conspiracy to Commit Extortion by a United States Employee

(2) On March 10, 2020, an anonymous source sent OSHA a complaint concerning a North Bergen work site of Company 1 (“NB work site”). The complaint was accompanied by a photograph showing an individual, painting the façade of a commercial building from an extension ladder, standing with one foot on the ladder and the other foot placed on a window ledge/sill. IDROVO was assigned to investigate the complaint.

(3) On the same date of the complaint, IDROVO met with and spoke to Individual 1 at the NB work site. According to Individual 1, IDROVO told Individual 1 that Individual 1 was in violation of OSHA regulations for not having the necessary safety training certificates for Company 1's workers to be on ladders at the NB work site. IDROVO further advised Individual 1 that he needed to obtain training certificates with a specific vendor named "Jose Diaz" and that if Individual 1 did not comply Individual 1 would then be subject to fines in excess of \$10,000 and could be arrested due to the violation. IDROVO then provided Individual 1 with a phone number for "Jose Diaz."

(4) Thereafter, Individual 1 called the phone number provided by IDROVO and spoke to a man who identified himself as "Jose Diaz." Diaz told Individual 1 that he worked for OSHA and that he would provide Individual 1 with the required training paperwork for \$13,000 in cash. "Diaz" further advised Individual 1 that if Individual 1 did not get the training certificates that Individual 1 would be in big trouble with OSHA, including big fines and possible jail.

(5) Individual 1 advised that, in subsequent phone conversations with "Diaz" in March 2020, Individual 1 was able to negotiate the fee down from \$13,000, to \$9,000, and then to \$6,000 in cash.

(6) On March 26, 2020, Individual 1 was contacted by OSHA officials regarding concerns that IDROVO had regarding IDROVO's alleged contact with a worker at the NB work site who thereafter tested positive for Covid-19. During that conversation, Individual 1 spontaneously inquired whether he could get an extension for a mandatory training course related to the pending ladder complaint.

(7) In a follow-up conversation with OSHA officials on April 2, 2020, Individual 1 explained that the extension was for a training course that IDROVO had told Individual 1 was mandatory. Individual 1 further related that IDROVO instructed Individual 1 that Individual 1 needed to take the training through "Diaz," who IDROVO said was an OSHA employee.

(8) Individual 1 provided the OSHA officials with a cellular telephone number for "Diaz" that Individual 1 had received from IDROVO. Subsequent investigation revealed that this phone number was subscribed to P. IDROVO ( the "Diaz/P.IDROVO phone").

(9) The OSHA officials were concerned by Individual 1's comments because an employer in Individual 1's circumstance was not required to pay for or provide any formal training regarding proper ladder use. Instead, employers such as Individual 1 needed only show that they informally gave guidance to their own workers regarding ladder safety, were subject to a minimal fine, and likely would have been provided a two-year payment plan with no interest. Further, CHSO's, like IDROVO, were prohibited from directing or recommending employers to specific training programs, especially those involving relatives of the particular CHSO. Accordingly, OSHA officials referred the matter to DOL-OIG.

(10) On April 9, 2020, Special Agents with the DOL-OIG ( the "DOL-OIG Agents") contacted Individual 1 regarding the information that Individual 1 had provided to OSHA officials. Individual 1 agreed to consensually record conversations with IDROVO and Diaz/P. IDROVO.

(11) On April 15, 2020, at approximately 1:36 p.m., Individual 1 called IDROVO on IDROVO's government issued cellular telephone (the "Gov. Phone"). During the recorded phone call, IDROVO was advised by Individual 1 that Individual 1 had reached out to "Jose Diaz" regarding the training course. Individual 1 sought assurance that if he paid "Diaz" and gave IDROVO the training certificates that Individual 1 would not have any issues with OSHA. IDROVO informed Individual 1 that if Individual 1 handed IDROVO those certificates that IDROVO "would not fine [Individual 1] for the training or any of that."

(12) During this same recorded conversation, IDROVO was informed of Individual 1's concern over the amount of money sought by "Diaz." IDROVO told Individual 1 that "if that seems very expensive to you, you can always talk to someone else . . ." But IDROVO also remarked to Individual 1 that he had "seen several programs that come under - under this man's name," and that "the things that he has submitted are good." IDROVO further stated that IDROVO had "spoken with employees ["Diaz"] has trained" and that "everything turned out well." IDROVO also warned Individual 1 that the problem was that IDROVO "needed that information a long time ago," and that "by not having those programs, by not having that training, by not - by helping yourself and to - and for us to be able to see that you're helping your employees then OSHA over there . . . OSHA can't help you because everything is . . . is an a- automatized system." IDROVO cautioned Individual 1 that, "your job would be, uh, uh, to get me that information as soon as possible." IDROVO advised that Individual 1 could forward the training certificates by email to IDROVO.

(13) Cellular telephone records show that at approximately 1:52 p.m. on April 15, 2020, immediately following Individual 1's call with IDROVO, IDROVO used his personal phone (the "IDROVO cell") to call the Diaz/P. IDROVO phone. This was followed a minute later by a return call from the Diaz/P. IDROVO phone to the IDROVO cell.

(14) On April 15, 2020, at approximately 2:01 p.m., Individual 1 called the Diaz/P. IDROVO phone. After initially answering the phone saying "Good afternoon, Paul speaking," P. IDROVO answered to the name "Jose Diaz" after learning that he was speaking with Individual 1. P. IDROVO questioned Individual 1 about whether he had been able to get an extension from OSHA. P. IDROVO was informed by Individual 1 that Individual 1 had spoken to the OSHA inspector and told the OSHA inspector that Individual 1 needed more time to come up with the payment for the paperwork. P. IDROVO then reaffirmed that he needed the \$6,000 agreed upon payment to be in cash. P. IDROVO assured Individual 1 that P. IDROVO had completed all the paperwork, ". . . I have everything ready, I already - that we've already - I did it the way we had agreed, the - the how long ago? Or about three weeks now more or less. I had everything ready." P. IDROVO explained that he would provide Individual 1 with the training certificates as well as a health and safety plan that Individual 1 could provide to OSHA. P. IDROVO represented that the health and safety plan was the reason that it was so "expensive," but that such plan would operate as "a repellent, they're mosquitoes and with that you have a repellent for them to stop bothering you."

(15) On April 15, 2020, at approximately 2:10 p.m., Individual 1 again called the Diaz/P. IDROVO phone. During this recorded call, Individual 1 attempted to convince P. IDROVO to accept less than \$6,000 for the paperwork. P. IDROVO stated that he was "already doing a favor, they're requiring you . . . full protection and one for the ladder," and that "you have to understand, it's - it'd be \$13,000 if I charged for everything separately." P. IDROVO further told Individual

1, "I have to give you a full program so that they don't bother you anymore." P. IDROVO was informed by Individual 1 that Individual 1 would have the \$6,000 in cash ready by Wednesday (April 22). P. IDROVO agreed to speak on Wednesday to make arrangements to meet, noting that "I even have the receipt ready for that," and commenting that he was a civil engineer and "wouldn't put my license at risk for any . . . nonsense."

(16) In the afternoon of April 21, 2020, there were several telephone calls back and forth between the Diaz/P. IDROVO phone and Individual 1 setting up the details of a meeting the following day.

(17) On April 22, 2020, at approximately 01:00 p.m., DOL-OIG Agents handed Individual 1 an envelope, containing \$6,000 in cash in denominations of 100's and 50's, to be paid to P. IDROVO. At approximately 2:30 p.m., a male wearing a mask and a red hat, and matching P. IDROVO's approximate age, height and weight, arrived at the Dunkin Donuts parking lot in Nutley, New Jersey, in a dark blue Honda sedan. A check with the Motor Vehicles Commission revealed that the Honda sedan was registered to P. IDROVO, at his address in Nutley, New Jersey.

(18) Shortly after 2:30 p.m. on April 22, 2020, P. IDROVO walked over to Individual 1's vehicle and leaned in to speak to Individual 1 from the front passenger-side door. P. IDROVO took the \$6,000 in cash from Individual 1. P. IDROVO then gave Individual 1 a number of documents including a receipt for the payment, certificates for training allegedly (but never) taken by Individual 1, and a safety and health plan. In a recorded conversation, P. IDROVO assured Individual 1 that P. IDROVO knew IDROVO and that Individual 1 should not worry. P. IDROVO advised Individual 1 to make copies of the certificates and plan and provide them to OSHA. P. IDROVO also told Individual 1 that he should ". . . always have one in a folder in the car," and then in the event OSHA ever comes again, "what you're going to do is simply show them this." P. IDROVO apologized for the plan being in English stating, "this can not be in Spanish because they're not going to accept it."

(19) During this recorded conversation, P. IDROVO explained that he needed to carefully examine the \$6,000 cash payment because one time "a Peruvian man paid me with fake bills." P. IDROVO offered that "he," referring to IDROVO, "is not the only one . . . that sends me. You know why they . . . like to send to me? Because I do things well for you all." P. IDROVO emphasized that, "the rest of the people they charge you like that for everything - for everything - for everything." P. IDROVO further distinguished himself from other trainers stating, "They don't like to do this paperwork. Then, with me, I'm straight up. And I try to help you all so that - their paperwork ends at - at - at one point and it's over."

(20) At approximately 2:42 p.m., P. IDROVO walked away from Individual 1's vehicle, and was observed by law enforcement getting into his Honda Sedan and leaving the Dunkin Donuts parking lot. At approximately 3:15 p.m., Individual 1 met DOL-OIG Agents and provided them with a binder containing the receipt, certificates, and plan that P. IDROVO gave to Individual 1.

(21) At 3:02 p.m., shortly after P. IDROVO's meeting with Individual 1 ended, the Diaz/P. IDROVO phone sent a series of text messages to the IDROVO cell, according to telephone records.

(22) On April 24, 2020, at approximately 1:37 p.m., Individual 1 called the Gov. Phone. IDROVO was informed by Individual 1 that Individual 1 had obtained the certificates and was going to send them to IDROVO. IDROVO was further informed by Individual 1 that Individual 1 had not done any courses but “. . . your - Mr. gave it to me anyway.” IDROVO told Individual 1 not to worry as “you already have the certificates anyway like the course is paid for” and “the man – you’re going to take the course with the man later.” IDROVO instructed Individual 1 that it would be best to “put that in the system right away. The soonest possible, . . . the fastest possible, the better. If you can send me that through email, that would be better for me,” so that he could finish his report by Monday. When Individual 1 inquired whether he was “going to have any problems with OSHA . . . anymore,” IDROVO responded, “No. I don’t think so. Everything is going to be fine.”

(23) On April 27, 2020, Individual 1 sent, to IDROVO’s government email, the documents that Individual 1 had received from P. IDROVO, including the receipt for the \$6,000 payment, training certificates, and a health and safety plan. IDROVO responded by return email thanking Individual 1 for the information. The documents contained statements that IDROVO knew to be false including that “Jose Diaz” had provided training to four employees of Individual 1, regarding Ladder Safety and Fall Protection, during classes held on March 12 and March 13, 2020, respectively.

(24) On May 15, 2020, IDROVO submitted various reports to OSHA regarding the complaint at the NB work site. In both the Violation Worksheet and his Diary entries, IDROVO noted that, on or about April 27, 2020, Individual 1 had furnished him with copies of ladder and safety awareness training certificates as well as a safety and health plan. IDROVO attached copies of the training certificates and the plan to his reports despite knowing that the training certificates falsely claimed that a) training had been provided to the noted individuals in March 2010, b) Jose Diaz had provided training, c) and that the alleged training was OSHA certified.