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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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UNITED STATES OF AMERICA : SEALED SUPERSEDING
:
- v. - : INDICTMENT
:
EDUARDO RODRIGUEZ, : S1 19 Cr. 117 (WHP)
:
Defendant. :
:
- - - - - X

COUNT ONE

(Conspiracy to Commit Bank Fraud)

The Grand Jury charges:

Overview

1. EDUARDO RODRIGUEZ, the defendant, is a police officer with the New York City Police Department ("NYPD") and has served in that capacity at all times relevant to the events described herein.

2. In or about June 2017, up to and including in or about February 2019, EDUARDO RODRIGUEZ, two co-conspirators not named herein ("CC-1" and "CC-2"), and others known and unknown, fraudulently obtained an automobile loan ("Loan-1") from a federally-insured credit union ("Lender-1") by providing materially false information to Lender-1 concerning the reasons for which RODRIGUEZ was seeking Loan-1.

3. In particular, on or about June 19, 2017, EDUARDO RODRIGUEZ, the defendant, CC-1, and CC-2 submitted an

application ("Application-1") for Loan-1 from Lender-1 and in so doing falsely stated to Lender-1 that RODRIGUEZ sought Loan-1 to finance RODRIGUEZ's purchase of a particular vehicle ("Vehicle-1") from a particular car dealership ("Real Automobile Dealer-1") in the Bronx, New York when, in fact, RODRIGUEZ had no intention of purchasing that vehicle and intended to use the proceeds from Loan-1 for other purposes.

4. On or about June 20, 2017, Lender-1 approved Loan-1 and disbursed its proceeds to EDUARDO RODRIGUEZ, the defendant, by sending a check ("Check-1") to RODRIGUEZ's residence in Manhattan.

5. On or about June 21, 2018, Check-1 arrived via a commercial interstate mail carrier at the residence of EDUARDO RODRIGUEZ, the defendant, in Manhattan, New York.

6. The face of Check-1 stated, in part: "TO THE ORDER OF [Real Automobile Dealer-1] AND EDUARDO R RODRIGUEZ."

7. The back of Check-1 contained a pre-marked area for the recipient of Check-1 to sign and underneath that area the following text:

The payee/endorsers, having a legal interest in [Vehicle-1] the property which is the Subject of this Instrument, guarantee that:

1. This instrument constitutes payment in full for the property [*i.e.*, Vehicle-1]
2. The payee/endorser will deliver to [Lender-1] a lien-free title, or assist [Lender-1] in

securing a title, including providing a statement of lien release if necessary and

3. Payee/endorser will assist, as appropriate, in having [Lender-1's] lien on the property properly protected.

8. No later than on or about June 23, 2017, EDUARDO RODRIGUEZ, the defendant, endorsed Check-1 and provided it to CC-1 and CC-2, who caused Check-1 to be deposited into a bank account ("Bank Account-1") opened by CC-2 in the name of a limited liability corporation doing business in the name of a variant of the name of Real Automobile Dealer-1. By endorsing Check-1, RODRIGUEZ falsely affirmed that he had "a legal interest" in Vehicle-1.

9. On or about June 26, 2019, Lender-1 concluded that the depositing of Check-1 into Bank Account-1 was unauthorized and so notified the bank ("Bank-1") at which Bank Account-1 was maintained. Two days later, on or about June 28, 2019, Bank-1 and Lender-1 entered an agreement under which Bank-1 agreed to indemnify Lender-1 for any loss Lender-1 incurred as a result of Check-1 having been deposited with Bank-1.

Statutory Allegation

10. In or about June 2017, in the Southern District of New York and elsewhere, EDUARDO RODRIGUEZ, the defendant, and others known and unknown, willfully and knowingly, did combine, conspire, confederate, and agree together and with each other to

commit bank fraud, in violation of Title 18, United States Code, Section 1344.

11. It was a part and object of the conspiracy that EDUARDO RODRIGUEZ, the defendant, and others known and unknown, willfully and knowingly, would and did execute and attempt to execute a scheme and artifice to defraud a financial institution, the deposits of which were then insured by the Federal Deposit Insurance Corporation, and to obtain moneys, funds, credits, assets, securities, and other property owned by, and under the custody and control of, such financial institution, by means of false and fraudulent pretenses, representations, and promises, in violation of Title 18, United States Code, Section 1344.

(Title 18, United States Code, Section 1349.)

COUNT TWO

(Conspiracy to Commit Loan Fraud)

The Grand Jury further charges:

12. The allegations contained in paragraphs 1 through 9 of this Superseding Indictment are repeated and realleged as if fully set forth herein.

13. In or about June 2017, EDUARDO RODRIGUEZ, the defendant, together with others known and unknown, did willfully and knowingly combine, conspire, confederate, and agree together and with each other to commit an offense against the United

States, to wit, to commit loan fraud, in violation of Title 18, United States Code, Section 1014.

14. It was a part and an object of the conspiracy that EDUARDO RODRIGUEZ, the defendant, and others known and unknown, did knowingly make false statements and reports for the purpose of influencing in any way the actions of financial institutions, the accounts of which are insured by the Federal Deposit Insurance Corporation, upon applications, advances, discounts, purchases, purchase agreements, repurchase agreements, commitments, loans, and insurance agreements and applications for insurance and a guarantee, and any changes and extensions of any of the same, by renewal, deferment of action and otherwise, and the acceptance, release, and substitution of security therefor, in violation of Title 18, United States Code, Section 1014.

Overt Acts

15. In furtherance of said conspiracy and to effect the illegal object thereof, the following overt acts, among others, were committed and caused to be committed in the Southern District of New York and elsewhere:

a. In or about June 2017, EDUARDO RODRIGUEZ, the defendant, endorsed Check-1 and provided it to CC-1 and/or CC-2 in the Southern District of New York with the intent that CC-1 and/or CC-2 deposit Check-1 for the financial benefit of

RODRIGUEZ, CC-1, and/or CC-2.

(Title 18, United States Code, Section 371.)

COUNT THREE

(False Statements)

The Grand Jury further charges:

Overview

16. The allegations contained in paragraphs 1 through 9 of this Indictment are repeated and realleged as if fully set forth herein.

17. On or about April 20, 2018, two Postal Inspectors of the United States Postal Inspection Service ("Inspector-1" and "Inspector-2") identified themselves as federal law enforcement agents to EDUARDO RODRIGUEZ, the defendant, and interviewed RODRIGUEZ concerning Loan-1 in Manhattan (the "April 20 Interview").

18. During the April 20 Interview, EDUARDO RODRIGUEZ, the defendant, falsely denied, in substance and in part, any knowledge of Loan-1, including that he had applied for Loan-1 from Lender-1 and that he had ever met or done business with CC-1 or CC-2.

19. On or about May 16, 2018, Inspector-1 and an Assistant United States Attorney ("AUSA-1") of the United States Attorney's Office for the Southern District of New York conducted a second interview of EDUARDO RODRIGUEZ, the

defendant, in Manhattan (the "May 16 Interview"). At the start of the May 16 Interview, RODRIGUEZ acknowledged he was being interviewed voluntarily and declined the opportunity to be represented by counsel.

20. During the May 16 Interview, EDUARDO RODRIGUEZ, the defendant, stated, in substance and in part, that he wished to correct certain information that RODRIGUEZ had provided to Inspector-1 and Inspector-2 during the April 20 Interview. Further to that purported aim, RODRIGUEZ stated the following, in substance and in part:

a. Prior to on or about June 20, 2017, CC-1 contacted RODRIGUEZ via telephone and offered to assist RODRIGUEZ obtain a loan. RODRIGUEZ accepted that offer. RODRIGUEZ had never met CC-1 prior to that telephone conversation. RODRIGUEZ assumed CC-1 contacted him because CC-1 was acquainted with an individual ("Individual-1") whom RODRIGUEZ had previously contacted seeking assistance applying for a loan.

b. With CC-1's assistance, RODRIGUEZ applied for a loan from Lender-1 and was approved for that loan (that is, the loan described above as "Loan-1").

c. Upon learning the terms of Loan-1, RODRIGUEZ decided he no longer wanted Loan-1 and stated the same, in substance and in part, to a representative of Lender-1. The

representative of Lender-1 told RODRIGUEZ, in substance and in part, that a check representing the proceeds of Loan-1 (that is, the check described above as "Check-1") was already being mailed to RODRIGUEZ and that in order to cancel Loan-1 RODRIGUEZ would need to return Check-1 to Lender-1 once RODRIGUEZ received it.

d. Upon receiving Check-1 in the mail, RODRIGUEZ contacted CC-1 and stated, in substance and in part, that RODRIGUEZ intended to cancel Loan-1 and return Check-1 to Lender-1.

e. In response, CC-1 asked RODRIGUEZ to meet in person, RODRIGUEZ told CC-1 that RODRIGUEZ wanted to cancel the loan issued to him by Lender-1. In response, CC-1 asked to meet with RODRIGUEZ in person so that CC-1 could examine Check-1.

f. RODRIGUEZ subsequently met in-person with CC-1. During that meeting, CC-1 instructed RODRIGUEZ to endorse Check-1 so that CC-1 could return Check-1 to Lender-1 and, following CC-1's instructions, RODRIGUEZ provided Check-1 to CC-1 with the understanding that CC-1 would be returning the (endorsed) Check-1 to Lender-1.

21. The statements made by EDUARDO RODRIGUEZ, the defendant, described in the preceding paragraph, were false with respect to the following:

a. RODRIGUEZ had first met CC-1 several years before summer 2017. RODRIGUEZ, in fact, was a business associate of

CC-1. Between in or about December 2015 and in or about April 2018, RODRIGUEZ had referred customers to CC-1, who held himself out as working in the field of credit repair services. CC-1, in turn, had compensated RODRIGUEZ in excess of \$2,000.00, including \$450.00 via wire to RODRIGUEZ on or about April 6, 2018. Accordingly, RODRIGUEZ falsely stated, in substance and in part, that CC-1 had contacted RODRIGUEZ, unbidden, based solely on a possible referral by Individual-1 to CC-1 when, in fact, RODRIGUEZ and CC-1 had a sustained, prior relationship.

b. RODRIGUEZ did not intend for Check-1 to be returned to Lender-1 at the time RODRIGUEZ provided Check-1 to CC-1. To the contrary, RODRIGUEZ supplied Check-1 to CC-1 - and knowingly endorsed it - for the purpose of CC-1 depositing Check-1 and then withdrawing money against Check-1 for the benefit of RODRIGUEZ.

Statutory Allegation

22. From at least in or about April 2018, up to and including at least in or about May 2018, in the Southern District of New York and elsewhere, EDUARDO RODRIGUEZ, the defendant, in a matter within the jurisdiction of the executive branch of the Government of the United States, knowingly and willfully did make materially false, fictitious, and fraudulent statements and representations, to wit, RODRIGUEZ falsely represented his relationship with CC-1 and falsely represented

that he endorsed Check-1 with the intention that it be returned to Lender-1.

(Title 18, United States Code, Sections 1001 and 2.)

FORFEITURE ALLEGATION

23. As a result of committing the offenses alleged in Count One and Count Two of this Indictment, EDUARDO RODRIGUEZ, the defendant, shall forfeit to the United States, pursuant to Title 18, United States Code, Section 982(a)(2)(A), any and all property constituting, or derived from, proceeds obtained directly or indirectly, as a result of the commission of said offenses, including but not limited to a sum of money in United States currency representing the amount of proceeds traceable to the commission of said offenses.

Substitute Asset Provision

24. If any of the above-described forfeitable property, as a result of any act or omission of EDUARDO RODRIGUEZ, 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) and 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.

(Title 18, United States Code, Sections 982, Title 21, United States Code, Section 853; and Title 28, United States Code, Section 2461.)

[REDACTED]

FOR PERSON

7/1/19


GEOFFREY S. BERMAN
United States Attorney

Form No. USA-33s-274 (Ed. 9-25-58)

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA

v.

EDUARDO RODRIGUEZ,

Defendant.

SUPERSEDING INDICTMENT

S1 19 Cr. 117 (WHP)

(Title 18, United States Code, Sections 371, 1001, 1349 and 2.)

GEOFFREY S. BERMAN
United States Attorney

[REDACTED]

7/1/19
