

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO

UNITED STATES OF AMERICA,

Plaintiff,

v.

ANNELISE I. FIGUEROA [1]
ROLANDO RIVERA SOLIS [2]

Defendants.

Criminal Number: 15- 128 (GAG)

Statutes:

18 USC § 656
18 USC § 1343
18 USC § 1344
18 USC § 1957

Thirteen Counts

2015 FEB 18 PM 6:09
FILED

INDICTMENT

The Grand Jury charges:

At times material to this Indictment:

1. Doral Bank was a financial institution operating in the Commonwealth of Puerto Rico, with branches throughout the island. The accounts of Doral Bank were insured by the Federal Deposit Insurance Corporation ("FDIC").

2. The defendant, ANNELISE I. FIGUEROA, was an employee of Doral Bank, and Vice-President of the Property and Facilities Department. The duties and responsibilities of the defendant, ANNELISE I. FIGUEROA, included supervision of the maintenance of Doral Bank's branch offices. The defendant did not have authority to sign or approve contracts on behalf of Doral Bank, and her approval authority to commit bank funds was approximately \$5,000.00.

3. San Juan Tropical Maintenance Services Inc. ("San Juan Tropical") was a for profit corporation created pursuant to the laws of the Commonwealth of Puerto Rico, for the purpose of providing corporate maintenance services.

4. The defendant, ROLANDO RIVERA SOLIS, was Vice-President of San Juan Tropical. In reality, he owned and controlled San Juan Tropical, including the company's daily operations and corporate finances. The defendant, ROLANDO RIVERA SOLIS, designated a third party as the President of San Juan Tropical, but the named President did not have decision-making authority within the company.

5. San Juan Tropical maintained an operating account at Doral Bank (account ending in 9021). The President and the defendant's wife were signatories on the account, but followed the instructions of the defendant, ROLANDO RIVERA SOLIS, with respect to the manner in which the corporate funds would be expended.

6. On October 1, 2008, Doral bank and San Juan Tropical entered into a contract whereby SJT would provide cleaning services to Doral Bank. The contract specified that the fee of \$18,961.00 would be paid on a monthly basis.

7. On April 28, 2008, the defendant, ANNELOISE FIGUEROA, issued a letter of intent increasing the contract price from \$18,961.00 to \$27,350.00, through July 24, 2008, and from July 25, 2008, forward, the monthly amount would be \$30,125.00. Both letters of intent indicated that the monthly fees would be paid on a monthly basis.

8. On January 21, 2011, the defendant ANNELOISE FIGUEROA, issued a letter of intent indicating that the contract fee of \$27,350.00 would be paid on a monthly basis. The letter was not signed by the defendant's supervisor or any other bank executive.

9. On January 24, 2011, the defendant ANNELOISE FIGUEROA, issued a letter of intent indicating that the contract fee of \$27,288.27 would be paid on a weekly basis. The letter was not signed by the defendant's supervisor or any other bank executive.

COUNT ONE THROUGH SIX
Financial Institution Fraud
18 USC § 1344

1. Paragraphs one through nine are re-alleged and incorporated herein by reference, as if fully set forth herein.

2. Between in or about April, 2008, through June, 2011 in the District of Puerto Rico, the defendants,

ANNELISE I. FIGUEROA
and
ROLANDO RIVERA SOLIS

aiding and abetting each other, devised a scheme and artifice to defraud Doral Bank, a financial institution as defined in Title 18, United States Code, § 20, and to obtain moneys and funds owned by or under the custody or control of Doral Bank, by means of materially false or fraudulent pretenses, representations, or promises.

OBJECT OF THE SCHEME AND ARTIFICE TO DEFRAUD

The object of the scheme and artifice to defraud Doral Bank was for the defendants to engage in a deceptive course of conduct designed to defraud Doral Bank. Defendant Annelise Figueroa would surreptitiously change the terms of a maintenance contract with San Juan Tropical, by issuing a letter of intent which materially changed the terms of a maintenance contract with Doral Bank, by specifying that the monthly fee would, in fact, be paid on a weekly basis, thereby causing the bank to pay San Juan Tropical and its principals to which they were not entitled, and securing benefits for herself and other family members, from San Juan Tropical.

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ACTS IN EXECUTION OF THE SCHEME AND ARTIFICE TO DEFRAUD

1. The defendants committed, and caused to be committed, the following acts in execution of the scheme and artifice to defraud, each act representing an unlawful and unauthorized payment by Doral Bank to San Juan Tropical, in excess of the amount stipulated in the contract, and paid on a weekly basis to San Juan Tropical:

COUNT	DATE	PAYMENT AMOUNT
ONE	May 7, 2008	\$ 6,837.50
TWO	August 22, 2008	\$ 7,531.25
THREE	August 22, 2008	\$ 12,865.00
FOUR	January 23, 2009	\$ 7,531.25
FIVE	February 25, 2010	\$ 18,046.72
SIX	January 23, 2011	\$ 24,288.27

All in violation of Section 1344 and 2 of Title 18 of the United States Code.

**COUNT SEVEN
Misapplication of Bank Funds
18 USC § 656**

1. Paragraphs one through nine are re-alleged and incorporated herein by reference, as if fully set forth herein.
2. Between in or about April 2008, through in or about June, 2011, in the District of Puerto Rico, defendant

ANNELISSE I. FIGUEROA,

being an employee of Doral Bank, a financial institution whose funds are employed by the Federal Deposit Insurance Corporation, with intent to injure and defraud Doral Bank, willfully misapplied, abstracted, or purloined the sum of approximately \$ 2,350,000.00 of the moneys, funds, or credits of such institution, in that the defendant without authority altered the material

conditions of a maintenance contract with San Juan Tropical, for the purpose of causing Doral Bank to make the contractually stipulated monthly payments on a weekly basis. All in violation of Section 656 of Title 18 of the United States Code.

COUNTS EIGHT THROUGH TWELVE
Wire Fraud
18 USC § 1343

1. Paragraphs one through fourteen are re-alleged and incorporated herein by reference, as if fully set forth herein.

THE SCHEME TO DEFRAUD

2. From in or about April 2008, through on or about June 2011, the defendants, **ANNELISE I. FIGUEROA** and **ROLANDO RIVERA SOLIS**, aiding and abetting each other, devised and intended to devise a scheme to defraud Doral Bank, and to obtain money and property by means of materially false and fraudulent pretenses, representations and promises.

MANNER AND MEANS OF THE SCHEME TO DEFRAUD

3. It was a part of the manner and means of the scheme to defraud that the defendant, **ROLANDO RIVERA SOLIS**, would cause a proposal for a cleaning contract to be submitted to Doral Bank, for their consideration.

4. It was further a part of the manner and means of the scheme to defraud that the defendant, **ANNELISE FIGUEROA**, would use her best efforts to ensure that the cleaning contract was awarded to San Juan Tropical, due to her personal relationship with the defendant, **ROLANDO RIVERA SOLIS**.

5. It was further a part of the manner and means of the scheme to defraud, that the defendant, **ANNELISE FIGUEROA**, would materially alter the terms of the contract signed by

senior executives of Doral Bank, and defendant ROLANDO RIVERA SOLIS, by representing in a letter of intent directed to San Juan Tropical that Doral Bank would pay the monthly fee stipulated in the contract, on a weekly basis.

6. It was further a part of the manner and means of the scheme to defraud, the defendant, ANNELISE FIGUEROA, would place pressure on the Accounting Department to issue the weekly payments, and would also cause other bank employees to similarly direct the Accounting Department to issue the checks to San Juan Tropical.

7. On or about each of the dates set forth below, in the District of Puerto Rico, the defendants,

ANNELISE I. FIGUEROA
and
ROLANDO RIVERA SOLIS,

aiding and abetting each other, and for the purpose of executing the scheme described above, and attempting to do so, caused the San Juan Tropical and Doral Bank, as noted in the transactions described below, to transmit by means of wire communications in interstate commerce, the signals and sounds described below for each count, each transmission constituting a separate count, as charged in counts one through six of this Indictment.

All in violation of Title 18, *United States Code*, Section 1343 and 2.

COUNT THIRTEEN
Laundering of Monetary Instruments
18 USC § 1957

1. Paragraphs one through eight are re-alleged and incorporated herein by reference, as if fully set forth herein.

2. Between on or about April 2008 through June 2011, in the District of Puerto Rico, the defendant,

ROLANDO RIVERA SOLIS,

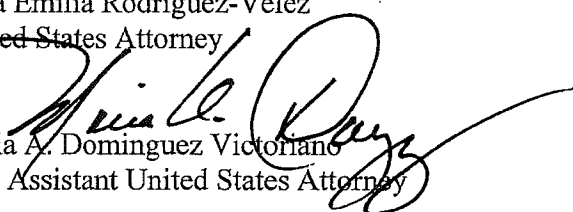
aided and abetted by others known and unknown to the Grand Jury, did knowingly engage and attempt to engage in a monetary transaction by through or to a financial institution, affecting interstate or foreign commerce, in criminally derived property of a value greater than \$10,000.00, that is withdrawal of U.S. currency and funds, such property having been derived from a specified unlawful activity, that is, Bank Fraud, as charged in Counts One through Six of this Indictment,

COUNT	DATE	MONETARY TRANSACTION
EIGHT	December 9, 2009	\$ 11,108.02
NINE	July 3, 2010	\$ 10,062.65
TEN	July 3, 2010	\$ 11,834.83
ELEVEN	June 5, 2010	\$ 11,971.53

In violation of Title 18, United States Codes, Sections 1957 and 2.

A TRUE BILL ')
Foreperson
Date: February 18/2015

Rosa Emilia Rodríguez-Vélez
United States Attorney


Maria A. Dominguez Victoriano
First Assistant United States Attorney