

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO

UNITED STATES OF AMERICA,

v.

SIXTO JORGE DIAZ COLON,

Defendant.

INDICTMENT

CRIMINAL NO. 21- 017 (GAG)

CRIMINAL VIOLATIONS:

18 U.S.C. §§ 1951, 2
(Count One)

18 U.S.C. §§ 875(d), 2
(Count Two)

18 U.S.C. § 1519
(Count Three)

INDICTMENT

THE GRAND JURY CHARGES:

Unless otherwise specified, at all times material to this Indictment:

Relevant Individuals and Entities

1. Defendant **SIXTO JORGE DIAZ COLON**, also known as SIXTO GEORGE (**DIAZ COLON**), had an employment agreement with the Spanish Broadcasting System, Inc. (SBS) until on or about July 18, 2019.
2. Person 1 is a former Government subcontractor, and a relative of a senior former official of the Government of Puerto Rico, Person 2.
3. Person 3 was the Governor of Puerto Rico from on or about January 2017 until his resignation on or about August 2, 2019.
4. Person 4 was the Secretary of Public Affairs for the Governor's mansion and the Executive Director for the Ports Authority serving under Person 3 from on or about

March 2018 until on or about November 8, 2019. Person 4 worked at the Governor's mansion in San Juan, Puerto Rico, which is known in Spanish as La Fortaleza.

5. Company A and Company B are two public relations companies established in collaboration with **DIAZ COLON** that have worked as contractors for the government of Puerto Rico.
6. Telegram is a cloud-based instant messaging and voice-over-Internet Protocol (VoIP) service that allows its users to send messages, exchange photographs, videos, documents, and other files through the Internet.

COUNT ONE
18 U.S.C. §§ 1951, 2
(Attempted Extortion)

DIAZ COLON learns of damaging information and contacts Person 4

7. On or about February 1, 2019, Person 1 contacted **DIAZ COLON** and met with him at **DIAZ COLON'S** apartment on or about February 3, 2019. Person 1 informed **DIAZ COLON** that he possessed a copy of Telegram messages that Person 1 claimed contained incriminating information about Person 3 and other public officials in Person 3's administration. During that meeting, Person 1 showed **DIAZ COLON** a binder with the Telegram messages but did not provide a copy to **DIAZ COLON**.

8. From on or about January 26, 2019, until on or about July 26, 2019, **DIAZ COLON** and Person 1 communicated regarding release of the Telegram messages. For example, on February 28, 2019, **DIAZ COLON** sent a text message to Person 1, which read, as translated from Spanish, as follows: "Brother, don't get lost. Let's grab a coffee and we can catch up. Let's be strategic in the next step. #Letsgoforward."

9. On June 20, 2019, Person 4 received a Telegram message from **DIAZ COLON** which read, in translation from Spanish, as follows:

“Dude, if Fortaleza does not stop messing around with [Person 2], [Person 1] has overwhelming evidence to fuck this Administration starting with [Person 3]. According to [Person 1], it is you and Fortaleza behind this attack against [Person 2]”.

10. After sending that Telegram message, **DIAZ COLON** contacted Person 4 and requested an in-person meeting. On or about June 21, 2019, Person 4 and **DIAZ COLON** met at a restaurant in San Juan. During that meeting, **DIAZ COLON** told Person 4 that Person 1 had a binder full of Telegram messages that would destroy Person 3, Person 3’s close associates, and other members of Person 3’s political party. **DIAZ COLON** asked Person 4 to help him with several government contracts through which he received compensation.

11. On or about July 8, 2019, 11 pages of Telegram messages involving Person 3 and others were publicly released by media outlets in Puerto Rico. Additional pages were released by the media on or about July 11, 2019. On or about July 13, 2019, 889 pages of Telegram messages were released by a local online media outlet.

DIAZ COLON attempts to extort additional money from Person 4 to prevent the release of additional Telegram messages

12. On or about July 13, 2019, after some of the Telegram messages were made public, Person 4 contacted **DIAZ COLON**, who asked to meet Person 4 in person.

13. On or about July 16, 2019, Person 4 and **DIAZ COLON** exchanged Telegram messages and agreed to meet that day at a restaurant owned in part by **DIAZ COLON**. During that meeting, **DIAZ COLON** told Person 4 the following:

- a. Person 1 possessed Telegram messages that had not yet been released publicly and that Person 1 had obtained from the cellphone of Person 2;
- b. The Telegram messages contained damaging information about Person 3 and other members of Person 3's staff and political party, including damaging information about Person 4;
- c. Person 1 intended to "burn down Puerto Rico" by releasing these Telegram messages unless Person 1 received approximately \$300,000;
- d. **DIAZ COLON** would receive the payment on behalf of Person 1 through a corporation that **DIAZ COLON** owned that did not have any contracts with the government; and
- e. Person 4 also needed to (1) provide payment for "talent," by which **DIAZ COLON** meant payments to other well-known individuals who would publicly advocate on behalf of Person 3, and (2) obtain the reinstatement of certain government contracts benefiting **DIAZ COLON** with the Puerto Rico Department of Treasury and the Puerto Rico Office of Management and Budget, that were not renewed following Person 2's removal as the head of those offices on or about June 24, 2019.

14. In response to the potential release of additional Telegram messages, Person 4 told **DIAZ COLON** at their meeting on or about July 16, 2019, that Person 4 was "afraid", and that Person 4 did not want to "get burned," or "even more burned" than he already was.

15. On or about July 16, 2019, while still at their meeting at the restaurant, **DIAZ COLON** sent Person 4 a Telegram message identifying the companies whose contracts were cancelled: "[Company A] (for OGP). [Company B] (for Department of Treasury)".

16. On or about July 19, 2019, Person 4 sent **DIAZ COLON** a Telegram message to confirm that Person 4 was working on the matters they had discussed. **DIAZ COLON** acknowledged receipt by sending a Telegram message.

17. On or about July 26, 2019, **DIAZ COLON** was contacted by agents of the Federal Bureau of Investigation.

18. Person 3 did not pay **DIAZ COLON** the money he demanded. Additionally, after Person 3 resigned as Governor on or about August 2, 2019, the contracts requested by **DIAZ COLON** were not renewed.

19. From on or about June 20, 2019 to July 19, 2019, in the District of Puerto Rico, the defendant,

SIXTO JORGE DIAZ COLON,

did knowingly and unlawfully obstruct, delay and affect and attempt to obstruct, delay and affect in any way and degree, commerce and the movement of any article or commodity in commerce, by extortion, as that term is defined in Title 18, United States Code, Section 1951, and aided and abetted such offense; that is, **DIAZ COLON** attempted to obtain property from Person 4 and others, with consent, induced by wrongful use of fear.

All in violation of Title 18, United States Code, Sections 1951 and 2.

COUNT TWO
18 U.S.C. §§ 875(d), 2
(Interstate Extortion)

20. The allegations contained in paragraphs 1 through 18 of this Indictment are realleged and incorporated herein by reference.

21. From on or about June 20, 2019, in the District of Puerto Rico, the defendant,

SIXTO JORGE DIAZ COLON,

with the intent to extort money and a thing of value, did knowingly transmit in interstate and foreign commerce, any communication containing a threat to injure the property or reputation of the addressee and others, and aided and abetted such offense, that is, in or about the date mentioned above, the defendant **DIAZ COLON** did transmit certain threats to Person 4; to wit, that **DIAZ COLON** would facilitate the publishing of Telegram messages containing damaging information about Person 4 and others unless **DIAZ COLON** received \$300,000 and other things of value.

22. On or about the date listed below, the defendant, **SIXTO JORGE DIAZ COLON**, for the purposes of transmitting a threat to injure the property or reputation of the addressee and others, transmitted or caused to be transmitted by means of wire communications in interstate commerce, the following communications:

Date	Wire Communication
June 20, 2019	DIAZ COLON sent a Telegram message to Person 4 saying, "Dude, if Fortaleza does not stop messing around with [Person 2], [Person 1] has overwhelming evidence to fuck this Administration starting with [Person 3]. According to [Person 1], it is you and Fortaleza behind this attack against [Person 2]".

All in violation of Title 18, United States Code, Sections 875(d) and 2.

COUNT THREE

18 U.S.C. § 1519

(Destruction, Alteration, or Falsification of Records in a Federal Investigation)

23. The allegations contained in paragraphs 1 through 18 of this Indictment are realleged and incorporated herein by reference.

24. On or about July 26, 2019, in the District of Puerto Rico, and within the jurisdiction of this Court,

SIXTO JORGE DIAZ COLON,

the defendant herein, knowingly altered, destroyed, concealed, and covered up records, documents, and tangible objects, that is, Telegram messages that **DIAZ COLON** exchanged with Person 4, with the intent to impede, obstruct, and influence the investigation and proper

administration of the Federal Bureau of Investigation's investigation into allegations that **DIAZ COLON** was attempting to extort Person 4 and others, a matter within the jurisdiction of the Department of Justice, a department and agency of the United States.

All in violation of Title 18, United States Code, Section 1519.

TRUE BILL

FOREPERSON

Date: 26 Jan 2021

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