No. _____

IN THE

SUPREME COURT OF THE UNITED STATES

SIXTO JORGE DÍAZ-COLÓN,

Petitioner,

UNITED STATES OF AMERICA,

Respondent.

ON PETITION FOR A WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE FIRST CIRCUIT

PETITION FOR A WRIT OF CERTIORARI

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QUESTIONS PRESENTED

Petitioner Sixto Jorge Díaz-Colón, represented by court-appointed counsel, was convicted of attempted Hobbs Act extortion, 18 U.S.C. § 1951, interstate transmission of an extortionate threat, 18 U.S.C. § 875(d), and destruction of records in a federal investigation, 18 U.S.C. § 1519, based principally on conversations during two restaurant meetings and a single Telegram message that the First Circuit conceded contained no demand for money, no quid pro quo, and no request for anything of value. The First Circuit affirmed. United States v. Díaz-Colón, 163 F.4th 1 (1st Cir. 2025), No. 23-1692 (Document ID 00118382590) (Lipez, J., joined by Barron, C.J., and Thompson, J.).

The questions presented are:

1. Whether unrecorded conversations and negotiations, unaccompanied by any operational conduct, payment, delivery, transfer of property, or concrete execution, can satisfy the "substantial step" element of attempt under the Hobbs Act, 18 U.S.C. § 1951, where this Court has reaffirmed that "the mere intent to violate a federal criminal statute is not punishable as an attempt unless it is also accompanied by significant conduct." United States v. Resendiz-Ponce, 549 U.S. 102, 107 (2007); see also United States v. Taylor, 596 U.S. 845, 851 (2022).

2. Whether 18 U.S.C. § 875(d) — which criminalizes only the transmission in interstate or foreign commerce of a communication "with intent to extort" — permits conviction where the charged interstate communication (a Telegram message) concededly contained no extortionate demand, and the element of "intent to extort" is supplied retroactively by later intrastate conversations never transmitted across state lines, in conflict with Elonis v. United States, 575 U.S. 723 (2015), Scheidler v. National Organization for Women, Inc., 537 U.S. 393 (2003), and the Second Circuit's construction of § 875(d) in United States v. Jackson, 180 F.3d 55 (2d Cir. 1999).

3. Whether a general verdict of guilt on a Hobbs Act extortion count must be vacated under Sekhar v. United States, 570 U.S. 729 (2013), where the jury was permitted to convict on an alternative theory premised on

nontransferable "contract renewals," and whether the First Circuit's harmless-error disposition conflicts with Griffin v. United States, 502 U.S. 46 (1991), and Hedgpeth v. Pulido, 555 U.S. 57 (2008).

4. Whether, under this Court's decision in Glossip v. Oklahoma, 604 U.S. 226 (2025), the prosecution's reliance on materially false and uncorrected testimony — here, the chief witness's repeated trial testimony that Petitioner demanded "$300,000" at a meeting for which the government's own recording reflects no such demand — violates due process under Napue v. Illinois, 360 U.S. 264 (1959), and Giglio v. United States, 405 U.S. 150 (1972), and warrants reversal where the First Circuit's materiality analysis departs from the "any reasonable likelihood" standard.

5. Whether the exclusion of a contemporaneous government-recorded telephone call — in which the supposed principal extorter expressly disclaimed any interest in money and stated that his sole motivation was revenge — violated Petitioner's Sixth Amendment Confrontation rights, his Fifth Amendment due-process right to present a complete defense, and the rule of completeness under Federal Rule of Evidence 106, as construed in Hemphill v. New York, 595 U.S. 140 (2022).

6. Whether 18 U.S.C. § 1519's "corrupt intent" element — as interpreted by Arthur Andersen LLP v. United States, 544 U.S. 696 (2005), Marinello v. United States, 584 U.S. 1 (2018), and Yates v. United States, 574 U.S. 528 (2015) — may be satisfied by mere temporal proximity to an investigator's presence, without proof of a specific purpose to impede, where no forensic attribution, server log, or audit trail established that Petitioner caused any deletion.

PARTIES TO THE PROCEEDING

The Petitioner is Sixto Jorge Díaz-Colón, who was the Defendant-Appellant in the court below. The Respondent is the United States of America, which was the Plaintiff-Appellee in the court below.

RELATED PROCEEDINGS

1. United States v. Díaz-Colón, No. 23-1692, United States Court of Appeals for the First Circuit. Opinion and Judgment entered December 2, 2025 (Lipez, J., joined by Barron, C.J., and Thompson, J.) (Document ID 00118382590, filed Dec. 22, 2025; reproduced at Pet. App. 5a–89a). Petition for Panel Rehearing and Rehearing En Banc filed and denied on February 24, 2026 (Pet. App. 125a–126a).

2. United States v. Díaz-Colón, Crim. No. 21-017 (FAB), United States District Court for the District of Puerto Rico (Besosa, J.). Judgment and Commitment Order entered August 4, 2023 (Dkt. 459; Pet. App. 117a–124a); Opinion and Order denying Renewed Motion for Judgment of Acquittal and Motion for New Trial, United States v. Díaz-Colón, 2023 WL 3321488 (D.P.R. May 9, 2023) (Dkt. 418; Pet. App. 90a–116a).

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HERE COMES NOW, Petitioner SIXTO JORGE DÍAZ-COLÓN, through undersigned court-appointed counsel, proceeding in forma pauperis pursuant to Supreme Court Rule 39 and the Criminal Justice Act, 18 U.S.C. § 3006A, who respectfully petitions this Court for a writ of certiorari to review the Opinion and Judgment of the United States Court of Appeals for the First Circuit entered on December 2, 2025 (Document ID 00118382590).

OPINIONS BELOW

The Opinion of the First Circuit is reported as United States v. Díaz-Colón, 163 F.4th 1 (1st Cir. 2025), No. 23-1692 (Document ID 00118382590, filed Dec. 22, 2025), and is reproduced at Appendix A (Pet. App. 5a–89a). The Opinion and Order of the District Court denying Petitioner's Renewed Motion for Judgment of Acquittal and Motion for New Trial is reported as United States v. Díaz-Colón, 2023 WL 3321488 (D.P.R. May 9, 2023) (Dkt. 418), and is reproduced at Appendix B (Pet. App. 90a–116a). The Judgment and Commitment Order (entered Aug. 4, 2023, Dkt. 459) is reproduced at Appendix C (Pet. App. 117a–124a). The Order of the First Circuit denying Petitioner's Petition for Panel Rehearing and Rehearing En Banc, entered February 24, 2026, is reproduced at Appendix D (Pet. App. 125a–126a).

JURISDICTION

The judgment of the First Circuit was entered on December 2, 2025. Petitioner timely filed a Petition for Panel Rehearing and Rehearing En Banc under Fed. R. App. P. 35 and 40, which was denied on February 24, 2026. This Court's jurisdiction is invoked under 28 U.S.C. § 1254(1). This petition is timely under 28 U.S.C. § 2101(c) and Supreme Court Rule 13. Petitioner is an indigent defendant proceeding in forma

pauperis under Supreme Court Rule 39, represented by court-appointed counsel under 18 U.S.C. § 3006A.

CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED

The relevant constitutional and statutory provisions are reproduced in full at Appendix E (Pet. App. 3a). Pertinent excerpts:

> First Amendment: "Congress shall make no law … abridging the freedom of speech, or of the press … ."
>
> Fifth Amendment: "No person shall … be deprived of life, liberty, or property, without due process of law … ."
>
> Sixth Amendment: "In all criminal prosecutions, the accused shall enjoy the right … to be confronted with the witnesses against him; to have compulsory process for obtaining witnesses in his favor, and to have the Assistance of Counsel for his defence."
>
> 18 U.S.C. § 875(d) prohibits transmission "in interstate or foreign commerce" of "any communication containing any threat to injure the property or reputation of the addressee or of another … or any threat to accuse the addressee or any other person of a crime" "[w]ith intent to extort … any money or other thing of value."
>
> 18 U.S.C. § 1519 prohibits knowing alteration, destruction, mutilation, concealment, cover-up, falsification, or false entry in "any record, document, or tangible object with the intent to impede, obstruct, or influence the investigation or proper administration of any matter within the jurisdiction of any department or agency of the United States … ."
>
> 18 U.S.C. § 1951(a) prohibits any obstruction, delay, or affect on commerce "by robbery or extortion or attempts or conspires so to do." § 1951(b)(2) defines "extortion" as "the obtaining of property from another, with his consent, induced by wrongful use of actual or threatened force, violence, or fear, or under color of official right."

I. INTRODUCTION

This petition presents issues of exceptional importance at the intersection of federal attempt doctrine, First Amendment-protected political speech, the textual boundaries of federal jurisdictional statutes, and the materiality analysis this Court clarified in Glossip v. Oklahoma, 604 U.S. 226 (2025). The First Circuit's affirmance accomplishes four doctrinal shifts that, if left uncorrected, will distort settled law in the First Circuit and beyond.

First, the panel affirmed an attempted Hobbs Act extortion conviction on a record in which no money was paid, no property changed hands, no controlled payment was executed, and the government's own confidential source Maceira refused to accept a $20,000 bait payment the FBI itself proposed. Pet. App. 17a (Op. 13). The panel concluded that Petitioner had taken "all necessary steps" and "failed to complete the substantive crime only because Maceira went to the FBI instead of complying with Diaz-Colon's demands." Pet. App. 41a (Op. 37). That formulation inverts this Court's attempt doctrine in United States v. Taylor, 596 U.S. 845 (2022), and United States v. Resendiz-Ponce, 549 U.S. 102 (2007), which require "significant conduct" objectively advancing the offense — not a counterfactual inquiry into what would have happened absent law-enforcement intervention. Under the panel's rule, any conversation about a proposed crime becomes attempt whenever the target declines to participate. That criminalizes negotiation itself, collapses mens rea into actus reus, and threatens to convert preparatory and protected speech into federal felonies.

Second, the panel rewrote 18 U.S.C. § 875(d) by severing the statute's "intent to extort" element from the interstate-transmission act Congress criminalized. The panel conceded that the June 20, 2019 Telegram message (the single interstate communication charged under Count Two) contained "no explicit demand for money or other benefits." Pet. App. 47a (Op. 43). It nonetheless sustained the § 875(d) conviction by allowing jurors to supply the missing extortionate intent from later intrastate restaurant conversations at Musa and Il Postino. Id. The panel also conceded an instructional error — that the district court failed to instruct the jury on the wrongfulness requirement of § 875(d) — and deemed it harmless. Pet. App. 83a–87a (Op. 79–83). That approach conflicts with the Second Circuit's construction of § 875(d) in United States v. Jackson, 180 F.3d 55 (2d Cir. 1999), with this Court's rejection of generalized mens rea substitution in Elonis v. United States, 575 U.S. 723 (2015), and Scheidler v. National Organization for Women, Inc., 537 U.S. 393 (2003), and raises Counterman v. Colorado, 600 U.S. 66 (2023), true-threats concerns in a context — political speech warning officials of an adversary's threatened disclosure of chat messages — in which the First Amendment stakes are at their apex.

Third, the panel affirmed a general verdict under 18 U.S.C. § 1951 while acknowledging the Hobbs Act property-theory dispute triggered by Sekhar v. United States, 570 U.S. 729 (2013). Count One combined a $300,000 cash-payment theory with a "contract renewals" theory. Under Sekhar, the government-contract renewals are not transferable property, just as the "recommendation" in Sekhar itself was not.

570 U.S. at 737–38. The panel purported to cure the defect by harmless-error reasoning that "any such error would certainly be harmless." Pet. App. 43a (Op. 39). That disposition conflicts with Griffin v. United States, 502 U.S. 46 (1991), and Hedgpeth v. Pulido, 555 U.S. 57 (2008), which govern general verdicts and prohibit speculative harmless-error findings where the jury may have rested on a legally invalid theory.

Fourth, the panel's rejection of Petitioner's Napue/Giglio and Brady claims cannot be reconciled with Glossip v. Oklahoma. The government's chief witness (CHS Maceira) testified repeatedly that Petitioner demanded "$300,000" from him at the June 21, 2019 Musa meeting. Pet. App. 63a–64a (Op. 59–60). The government's own audio recording of that meeting — in its possession from the inception of the investigation, and never transcribed — reveals no such demand. When defense counsel procured an enhanced transcript at its own expense on the sixth day of trial (Dkt. 384-1, Ex. 3/3T; Pet. App. 266a–327a (Appendix I)), the $300,000 demand was nowhere in it. This is not a "mistaken convergence of memories," as the panel speculated (Pet. App. 65a (Op. 61)); it is the precise concern of Napue v. Illinois, 360 U.S. 264 (1959), and Glossip.

Each error is outcome-determinative. Together, they present questions of exceptional national importance implicating (a) the core distinction between preparation and attempt; (b) the scope of § 875(d); (c) the application of Sekhar; (d) the implementation of Glossip; and (e) the protection of First Amendment political speech. Certiorari should issue.

II. PROCEDURAL HISTORY

On January 26, 2021, a federal grand jury returned a three-count Indictment (Dkt. 1; Appendix F (Pet. App. 127a–134a)). Count One charged attempted Hobbs Act extortion, 18 U.S.C. §§ 1951 and 2; Count Two charged interstate transmission of an extortionate threat, 18 U.S.C. §§ 875(d) and 2; Count Three charged destruction of records in a federal investigation, 18 U.S.C. § 1519.

After extensive pretrial motion practice — including a Motion to Dismiss (Dkt. 103), briefing on audibility and transcription of the June 21, 2019 Musa restaurant recording, a Motion in Limine (Dkt. 302), and a Motion to Dismiss for Duplicity (Dkt. 210) — trial commenced January 23, 2023, before Judge Besosa. Petitioner's Rule 29 motion was denied (Dkt. 341, 348); his instructional objections were overruled (Dkt. 354, 382). On February 3, 2023, the jury convicted on all counts (Dkt. 364–365).

Petitioner filed a Renewed Rule 29/33 Motion (Dkt. 384) supported by fourteen exhibits, including the defense-procured enhanced Musa transcript (Ex. 3/3T). The district court denied it. United States v. Díaz-Colón, 2023 WL 3321488 (D.P.R. May 9, 2023) (Appendix B). On August 4, 2023, the court imposed concurrent 51-month and 24-month terms (Dkt. 458–459; Appendix C). Petitioner timely appealed (Dkt. 463). After full briefing and oral argument, the First Circuit affirmed on December 2, 2025. United States v. Díaz-Colón, 163 F.4th 1 (1st Cir. 2025) (Appendix A). Petitioner's timely Petition for Panel Rehearing and Rehearing En Banc was denied February 24, 2026 (Appendix D). This Petition is timely under 28 U.S.C. § 2101(c) and Supreme Court Rule 13.

III. BACKGROUND / STATEMENT OF THE CASE

A. The Political Context

Petitioner is a Puerto Rican radio and television producer. Pet. App. 7a (Op. 3). In 2018 he launched Nación Z, a news and public-affairs program. Through it he became acquainted with Anthony Maceira, an attorney serving as Secretary of Public Affairs in the Rosselló administration. They communicated weekly through Telegram. Id.

In June 2019, Raúl Maldonado-Nieves — son of then-Treasury Secretary Raúl Maldonado-Gautier — contacted Petitioner. Maldonado-Nieves possessed a binder of printed Telegram chat messages from senior administration officials including the Governor. The chats contained profanity, personal insults, and derogatory commentary about women. Maldonado-Nieves was angry that the administration — particularly Maceira — had publicly criticized his father in connection with allegations of misconduct at the Treasury. Pet. App. 8a–12a (Op. 4–8).

B. The June 20, 2019, Telegram Message (Count Two)

On June 20, 2019, Petitioner sent Maceira a Telegram message warning that Maldonado-Nieves had "hard evidence" that could damage the Rosselló administration if attacks on his father continued. The message is the entirety of the interstate communication charged in Count Two. It contains no demand for money, no demand for property, no quid pro quo, and no "request for $300,000 or anything else of value." The First Circuit acknowledged: "Diaz-Colon's threatening message did not explicitly demand money or other benefits." Pet. App. 47a (Op. 43). See also Government Exhibits 7 and 7T (Supp-Exh-App. 128–130).

Maceira interpreted the message as a political warning. The next day, June 21, he requested a meeting with Petitioner "to seek specifics about what the threat meant." Pet. App. 10a (Op. 6). Petitioner did not request the meeting; Maceira did. Tr. Day 2 at 114, App. 305.

C. The June 21, 2019, Musa Meeting — The Central Factual Dispute

Maceira and Petitioner met at Musa restaurant. Without Petitioner's knowledge, Maceira surreptitiously activated his phone's audio recorder. Pet. App. 10a & n.5 (Op. 6). Maceira, an attorney, did so in violation of Puerto Rico's two-party-consent wiretap statute, P.R. Laws Ann. tit. 1, § 971q (2020), and federal law, 18 U.S.C. § 2511. The recording captured the conversation, though portions were inaudible. Pet. App. 59a–62a (Op. 55–58). At the meeting Petitioner told Maceira he had not meant the message as a threat and apologized for any contrary interpretation. App. 560.

Maceira later became a confidential human source for the FBI. At trial he testified six separate times that Petitioner had told him, at the Musa meeting, that Maldonado-Nieves was "asking for $300,000" in exchange for not publicly releasing the binder. Tr. Day 3 at 54–57, 88, 114 (App. 432–435, 466, 492). This testimony was demonstrably false. The government possessed the Musa audio from the start. When defense counsel requested a transcript pretrial, the government responded that none existed "[d]ue to the inaudibility of the recording." Pet. App. 59a (Op. 55). On Day 6, after Agent López testified the recording was in fact audible, the defense — at its own expense — procured an enhanced audio, transcription, and translation. The enhanced

transcript contains no reference to any $300,000 demand at Musa. Ex. 3/3T to Dkt. 384-1, S-Supp-App. 737; Appendix I (Pet. App. 266a–327a). In its opening statement, the government represented five times that the evidence would show Petitioner solicited $300,000 at Musa. Pet. App. 63a–64a (Op. 59–60). After the defense produced the enhanced transcript, the government did not correct the record.

D. Cooperation With the FBI and the Il Postino Meeting

After Musa, Maceira consulted a friend and flew to Florida, where a former federal official connected him with the FBI. Pet. App. 13a (Op. 9). On July 14, 2019, Maceira agreed to be a confidential source and witness. Pet. App. 14a (Op. 10). On July 16, acting as CHS, he requested a second meeting at Il Postino, Petitioner's restaurant. Maceira attended wearing FBI-provided recording devices. Pet. App. 15a (Op. 11). The Il Postino recording was introduced as Government Exhibits 1 and 1T (Appendix H (Pet. App. 176a–265a)). It captures Petitioner's discussion of three hypothetical conditions under which Maldonado-Nieves might refrain from releasing additional chats: (i) $300,000 to Maldonado-Nieves; (ii) help in renewing two government consulting contracts through Collective Impact and Social Consulting; and (iii) payments to unnamed media personalities.

No money ever changed hands. When the FBI on July 19, 2019 proposed Maceira make a $20,000 controlled payment to Petitioner, Maceira refused. Pet. App. 17a (Op. 13). His stated reasons at trial were that he "felt uncomfortable" and that $20,000 "wasn't enough." Id. Petitioner had told Maceira the $300,000 could be "paid little by little" — a feature contradicting Maceira's rationale. Between July 19 and

25, 2019, Petitioner had no communications with Maldonado-Nieves regarding any $300,000 scheme. Tr. Day 6, App. 889–891 (López).

E. The July 26, 2019, FBI Interview and the Excluded Recording

On July 26, 2019, FBI agents appeared at Petitioner's home with a search warrant for his phone. Petitioner consented to review of his phone and agreed to place a recorded call to Maldonado-Nieves. Pet. App. 18a–19a (Op. 14–15). In the recorded call, when Petitioner conveyed Maceira's willingness to pay $300,000 to prevent disclosure, Maldonado-Nieves expressly disclaimed any interest in money, stating his sole motivation was revenge for what the administration had done to his father. Pet. App. 19a n.14 (Op. 15 n.14); Ex. 1 to Dkt. 103, S-Supp-App. 65–77; Appendix L (Pet. App. 351a–363a). The recording was the government's own work product. The district court nonetheless excluded it and any testimony by Agent López about its contents on hearsay grounds, ruling the substance could be introduced only through a "participant" (Petitioner or Maldonado-Nieves). Pet. App. 67a–68a (Op. 63–64). The government did not call Maldonado-Nieves. Pet. App. 68a (Op. 64).

F. The Alleged Destruction of Records (Count Three)

Maceira testified that after the July 26 interview he noticed certain Telegram messages from Petitioner had disappeared from his own phone. Pet. App. 19a–20a (Op. 15–16). He sent the FBI a screenshot indicating Petitioner had been "active" during the interview window. Pet. App. 20a (Op. 16). The government introduced no forensic evidence — no server logs, no audit trail, no technical attribution — that Petitioner caused any deletion. The evidence consisted only of Agent López's

testimony that Petitioner "manipulated" his phone during the interview and the inference that because Maceira said he did not delete messages, Petitioner must have.

G. The Verdict, Renewed Motion, and Post-Trial Evidence

The jury convicted on all counts February 3, 2023. The Renewed Rule 29/33 Motion (Dkt. 384) was supported by fourteen exhibits, including: (1) the defense-procured enhanced Musa transcript establishing that no $300,000 demand was captured (Ex. 3/3T; Appendix I); (2) the July 26 FBI-directed call transcript (Ex. 1; Appendix L); (3) a July 20, 2019 invoice for a $100,000 contract between a Petitioner-affiliated entity and the Rosselló Committee to "carry out damage control" during the chat-leak crisis (the period in which Maceira now claims he was being extorted); and (4) FBI reports of a December 4, 2020 interview of former Governor Rosselló, who told the FBI he was never informed by Maceira of any extortionate demand and that he himself had hired Petitioner through Bee Global Media, LLC in February 2020 (Exs. 9–12; Appendix J (Pet. App. 328a–339a); Appendix K (Pet. App. 340a–350a)). The district court denied the motion. 2023 WL 3321488 (Appendix B).

H. The First Circuit's Opinion and Critical Concessions

The First Circuit affirmed in an 85-page opinion (Appendix A). It made four critical concessions framing this petition: (1) Petitioner's conduct satisfied the substantial-step element because he "failed to complete the substantive crime only because Maceira went to the FBI instead of complying with Diaz-Colon's demands," Pet. App. 41a (Op. 37); (2) the June 20 message "did not explicitly demand money or other benefits" but jurors could supply extortionate intent from later intrastate meetings, Pet. App. 47a (Op. 43); (3) the district court erred by failing to instruct that

§ 875(d) requires a wrongful threat, but the error was harmless, Pet. App. 83a–87a (Op. 79–83); and (4) the district court was "mistaken" in finding the prosecutor had not represented the Musa recording as inaudible, but the misrepresentation was not a Brady violation, Pet. App. 57a–58a (Op. 53–54).

IV. LEGAL STANDARD FOR CERTIORARI

Supreme Court Rule 10 provides that a petition will be granted, in this Court's discretion, on "compelling reasons," including: (a) conflict among the circuits on an important federal question; (b) decisions in conflict with this Court's relevant precedents; and (c) decisions presenting important questions of federal law that should be settled. Sup. Ct. R. 10(a)–(c). Each question presented meets each criterion. The First Circuit's decision conflicts with this Court's decisions in United States v. Taylor, 596 U.S. 845 (2022); United States v. Resendiz-Ponce, 549 U.S. 102 (2007); Elonis v. United States, 575 U.S. 723 (2015); Scheidler v. National Organization for Women, Inc., 537 U.S. 393 (2003); Sekhar v. United States, 570 U.S. 729 (2013); Griffin v. United States, 502 U.S. 46 (1991); Hedgpeth v. Pulido, 555 U.S. 57 (2008); Glossip v. Oklahoma, 604 U.S. 226 (2025); Hemphill v. New York, 595 U.S. 140 (2022); and Arthur Andersen LLP v. United States, 544 U.S. 696 (2005). It also conflicts with decisions of the Second, Sixth, Eighth, Ninth, and Tenth Circuits on the attempt and § 875(d) questions, and the questions are of exceptional importance to federal criminal justice, First Amendment protection of political speech, and the textual boundaries of federal jurisdictional statutes.

V. REASONS FOR GRANTING THE PETITION — LEGAL ANALYSIS AND FACTUAL DISCUSSION

A. The First Circuit's "But-For Intervention" Attempt Test Conflicts with Taylor, Resendiz-Ponce, and Every Circuit Requiring Operational Conduct Beyond Speech

1. This Court's Attempt Doctrine Requires Objective Conduct — Not Speculation About What "Would Have Happened"

Federal attempt liability requires the government to prove two elements: (1) the defendant intended to commit the substantive offense; and (2) he took a "substantial step" toward its commission. United States v. Taylor, 596 U.S. 845, 851 (2022). The substantial-step requirement is the boundary between preparatory speech (protected) and criminal attempt (punishable). United States v. Resendiz-Ponce, 549 U.S. 102, 107 (2007), made explicit that "the mere intent to violate a federal criminal statute is not punishable as an attempt unless it is also accompanied by significant conduct." The First Circuit's own precedent reflects precisely this bright-line requirement. United States v. Rivera-Sola, 713 F.2d 866, 869 (1st Cir. 1983) ("mere intention to commit a crime can never amount to an attempt. It is absolutely essential that the defendant, with the intent of committing a particular crime, perform some overt act in furtherance of the criminal scheme."); accord United States v. Piesak, 521 F.3d 41, 44 (1st Cir. 2008); United States v. Berk, 652 F.3d 132, 140 (1st Cir. 2011); United States v. Doyon, 194 F.3d 207, 211 (1st Cir. 1999).

2. The Panel's "But-For Intervention" Standard Is a New Rule Inconsistent With Governing Precedent

Despite reciting the correct standard, the panel applied a categorically different rule, holding that the jury "could have found that Diaz-Colon took all necessary steps to extort Maceira and failed to complete the substantive crime only

because Maceira went to the FBI instead of complying with Diaz-Colon's demands." Pet. App. 41a (Op. 37) (emphasis added). That reformulation is not a restatement of Taylor; it is its inversion. Attempt liability does not turn on what "would or could have happened" absent law-enforcement intervention; it turns on what the defendant did. The panel's formulation converts the counterfactual outcome into the actus reus. Under Taylor and Resendiz-Ponce, attempt requires objective conduct corroborating firmness of purpose beyond preparation — not speculation about uninterrupted consummation. The rule eliminates the substantial-step requirement in any case in which a victim cooperates with law enforcement early in the alleged scheme.

3. The Conflation of Intent with Attempt

The legal defect has a name. In Celaj v. United States, 516 F. Supp. 3d 351, 370 (S.D.N.Y. 2021), the court identified the very error: "Courts reaching a different result conflate intent and attempt, thereby collaps[ing] the distinction between acts constituting an underlying offense and acts constituting an attempt of the underlying offense." Id. The Celaj court explained that the error "lies in the conversion of intent to commit each element of the substantive offense … into attempt to commit each element of the substantive offense." Id. 516 F. Supp. 3d 370, That is what the panel did: it converted intent (inferred from discussions) into the attempt itself, eliminating the actus reus requirement.

By contrast, the Eighth Circuit's decision in United States v. Dennis, 81 F.4th 764 (8th Cir. 2023), shows what actual operational conduct looks like: the defendant "repeatedly surveilled the home and practiced his disguise as a gas company

employee, even tried on a work vest and rehearsed what he would say to enter the house." Id. at 768. Here, Petitioner engaged in no surveillance, no practice, no rehearsal, no disguise, no approach to any victim's home, and no act capable of independently advancing an extortionate transfer. The Eleventh Circuit's United States v. Lightsey, 169 F.4th 1241 (11th Cir. 2026), confirms that Taylor's methodology applies with full force to Hobbs Act cases and requires proof of conduct — not speculation. Id. at 1248–49.

4. The Panel's Approach Also Departs From First Circuit Precedent

The First Circuit has consistently required intent plus a substantial step beyond mere preparation — demanding objective conduct, not counterfactual speculation. United States v. Gobbi, 471 F.3d 302, 309 (1st Cir. 2006); United States v. Turner, 501 F.3d 59, 68 (1st Cir. 2007); United States v. Burgos, 254 F.3d 8, 12-13 (1st Cir. 2001); United States v. Argencourt, 996 F.2d 1300, 1303 (1st Cir. 1993); United States v. Mehanna, 735 F.3d 32, 53 (1st Cir. 2013) (attempt requires "some appreciable fragment of the crime to be committed"). The panel's "but-for intervention" framing inverts that framework: it permits conviction based on what would have occurred had the cooperator not gone to the FBI — not on what Petitioner actually did. The intra-circuit departure alone warrants review under Rule 10(a).

5. The Operational Gaps Confirm the Error

The record shows: (1) no money was paid, delivered, or transferred (Pet. App. 17a, 34a, 41a–42a); (2) no controlled payment was executed, because CHS Maceira refused the FBI's own $20,000 bait-money proposal (Pet. App. 17a); (3) Petitioner had no communications with Maldonado-Nieves regarding the $300,000 between July 13

and 25, 2019 (Tr. Day 6, App. 889–891); and (4) the only direct evidence of Maldonado-Nieves's intent — the recorded July 26 call — reveals his explicit disavowal of any interest in money (Pet. App. 19a n.14; Appendix L). Under Taylor, Resendiz-Ponce, Rivera-Sola, and Piesak, this record is the archetype of preparation — not attempt.

6. The Circuit Conflict

Other circuits would reach the opposite result. United States v. Joyce, 693 F.2d 838, 841 (8th Cir. 1982) ("mere expressions to commit a specified crime does not amount to an attempt"); United States v. Monholland, 607 F.2d 1311, 1318–20 (10th Cir. 1979) (preliminary discussion with undercover officer about price of explosives did not constitute attempt to receive explosives in interstate commerce — even with clear intent); United States v. Villalobos, 748 F.3d 953, 957–58 (9th Cir. 2014) (reversing Hobbs Act extortion-attempt conviction where conduct consisted only of conversations and negotiations). The panel's reliance on United States v. Marsh, 26 F.3d 1496 (9th Cir. 1994), (Pet. App. 77a, 73), is misplaced,;: in Marsh the defendant's threatening phone calls themselves constituted the charged extortionate acts — he explicitly threatened, in recorded interstate calls, to disseminate damaging materials unless payment was made. Here, the June 20 Telegram is concededly not an extortionate demand, and the later intrastate meetings produced only unconsummated discussion.

7. The Duplicity Issue: Count One Charged Both Attempt and Aiding-and-Abetting an Attempt, Without a Specific-Unanimity Instruction

Petitioner separately preserved a duplicity objection: Count One charged both an attempt by Petitioner as principal and aiding-and-abetting (18 U.S.C. § 2)

Maldonado-Nieves's attempt. Pet. App. 36a–39a (Op. 32–35); Dkt. 210. The First Circuit held these are "alternative theories," citing Schad v. Arizona, 501 U.S. 624, 631–32 (1991) (plurality). Pet. App. 38a (Op. 34). But Schad rested on a pre-Ramos conception of unanimity. This Court's decisions in Ramos v. Louisiana, 590 U.S. 83, 92 (2020), have revisited unanimity doctrine and Ramos reaffirmed that the Sixth Amendment requires jury unanimity as to each element. The Ninth Circuit has held that charging attempt alongside the completed substantive offense in a single count creates an impermissible duplicity problem. United States v. Ramirez-Martinez, 273 F.3d 903, 915 (9th Cir. 2001), overruled on other grounds by United States v. Lopez, 484 F.3d 1186 (9th Cir. 2007) (en banc). Whether Count One's combination was permissibly remedied without specific-unanimity merits this Court's review.

B. The First Circuit's Severance of § 875(d)'s Interstate-Transmission Element From the Intent-to-Extort Element Conflicts with Four Circuits and with Elonis

1. Section 875(d) Requires the Interstate Communication Itself to Embody Extortionate Intent

Section 875(d) does not criminalize extortion generally. It criminalizes the narrow act of transmitting in interstate or foreign commerce a communication "containing any threat" made "with intent to extort … any money or other thing of value." 18 U.S.C. § 875(d). Both the jurisdictional element (interstate transmission) and the mens rea ("intent to extort") attach to the same act — the communication itself. The First Circuit itself articulated this structure: "To convict under § 875, the government must prove the defendant intended to transmit the interstate

communication and that the communication contained a true threat." United States v. Nishnianidze, 342 F.3d 6, 14 (1st Cir. 2003). For §§ 875(b) and (d), "the government must additionally prove the threat was transmitted with the specific intent to extort money or a thing of value." Id.

In United States v. Jackson, 180 F.3d 55 (2d Cir. 1999) — which the government here "accept[ed] for purposes of this appeal" (Pet. App. 44a (Op. 40)) — the Second Circuit construed § 875(d) to require that the threat communicated in interstate commerce itself be wrongful: the defendant "seeks money or property to which [he] does not have, and cannot reasonably believe [he] has, a claim of right." Id. at 71. The Sixth Circuit agrees. United States v. Coss, 677 F.3d 278, 289 (6th Cir. 2012). The Second, Sixth, Ninth, and Eleventh Circuits have reaffirmed that § 875(d)'s wrongfulness element and intent-to-extort mens rea both attach to the charged interstate communication. United States v. Farooq, 58 F.4th 687, 695 (2d Cir. 2022); United States v. Farrera-Brochez, 827 Fed. Appx. 561, 563 (6th Cir. 2020); United States v. Killen, 729 Fed. Appx. 703, 708 (11th Cir. 2018); United States v. Franks, 2025 WL 2732412, at *9 (11th Cir. Sept. 25, 2025) ("(1) a communication was transmitted in interstate commerce; (2) the communication contained a threat; and (3) the defendant intended to issue threats or knew they would be perceived as such") (citing Elonis, 575 U.S. at 732, and Counterman, 600 U.S. at 79). All three elements attach to the same communication.

2. **The First Circuit Eliminated This Framework**

The panel conceded the June 20 message "did not explicitly demand money or other benefits" — then sustained the conviction by holding "a finding of extortionate intent may reasonably be supported by evidence beyond the contents of the communication," including later intrastate conversations. Pet. App. 46a–47a (Op. 42–43). The panel expressly severed the interstate-transmission element from intent-to-extort. That is not a permissible construction of § 875(d); it is a rewrite. The statute's text demands that, at the time of the interstate transmission, the defendant act "with intent to extort" through the threat contained in that very communication. Congress did not criminalize course-of-conduct extortion attached to any interstate contact. The First Circuit's own recent decision in United States v. Cantwell, 64 F.4th 396, 401–02 (1st Cir. 2023), confirms that intent to extort must attach to the transmitted communication.

3. The Panel's Rule Violates Elonis, Counterman, and Scheidler

Elonis v. United States, 575 U.S. 723 (2015), construed § 875(c) — § 875(d)'s sibling — to require proof of a culpable mental state attached to the threatening nature of the communication itself, rejecting a negligence standard. Id. at 739–40. Elonis's reasoning applies with greater force to § 875(d), which expressly requires action "with intent to extort." Counterman v. Colorado, 600 U.S. 66, 79 (2023), requires true-threats prosecutions satisfy a subjective mens rea standard — "consciousness of the threatening nature" of the communication. Petitioner's June 20 message — which the panel concedes contained no demand for money — cannot be converted into a true threat by retroactive application of unrelated, later intrastate

speech. Scheidler v. National Organization for Women, Inc., 537 U.S. 393, 404–07 (2003), held courts may not expand federal extortion statutes beyond their text. The panel's severance is an analogous textual expansion: it permits extortion-in-connection-with-any-interstate-contact where Congress required interstate transmission of the threatening communication with intent to extort.

The expansion also implicates serious First Amendment constraints. Content-based restrictions on speech are permissible only within "historic and traditional categories" of unprotected speech. United States v. Alvarez, 567 U.S. 709, 717 (2012) (plurality); United States v. Stevens, 559 U.S. 460, 468–70 (2010). Extortionate threats are one such category — but only when the threat is genuinely extortionate, meaning it satisfies the wrongfulness and intent-to-extort elements as they must be proven together with the interstate communication. The panel's severance collapses that limiting structure, sweeping political speech — a message warning of possible reputational consequences, concededly containing no demand for money — into § 875(d).

4. The Conceded Instructional Error

The panel conceded the Count Two instructions failed to include the wrongfulness requirement of § 875(d). Pet. App. 83a–87a (Op. 79–83). Harmless-error treatment under Neder v. United States, 527 U.S. 1 (1999), is improper here: the jury was permitted to convict based on a concededly non-extortionate interstate message; it was never told the threat had to be wrongful; and under Counterman the subjective-mens-rea requirement cannot be inferred from a boilerplate true-threat

instruction. The First Circuit has held Neder harmlessness appropriate only where the omitted element was uncontested and supported by overwhelming evidence. United States v. Pizarro, 772 F.3d 284, 293–94 (1st Cir. 2014). Wrongfulness is not uncontested here — it is the central contested question — and Pizarro forecloses reconstruction of how the jury would have resolved a contested element under a correct instruction. Id. at 294. First Amendment stakes are at their apex: the message warned officials of a political adversary's threatened disclosure of chat messages, which falls within the historic core of protected expression. Counterman, 600 U.S. at 74.

C. The First Circuit's Harmless-Error Disposition of the Invalid Sekhar Property Theory Conflicts With Kirsch and With Griffin/Hedgpeth

1. The Sekhar Defect

In Sekhar v. United States, 570 U.S. 729 (2013), this Court held that the property element of Hobbs Act extortion requires "transferable" property — property "capable of passing from one person to another." Id. at 734. The defendant in Sekhar had pressured a general counsel to recommend an investment; because a recommendation is not transferable property, this Court unanimously reversed. Id. at 738. The First Circuit has applied Sekhar to reverse Hobbs Act convictions where the property target was not transferable. United States v. Burhoe, 871 F.3d 1, 9 (1st Cir. 2017). The Second Circuit has rigorously applied Sekhar to vacate Hobbs Act convictions for the same reason. United States v. Kirsch, 903 F.3d 213, 219, 226 (2d Cir. 2018) ("the property that the indictment alleged was extorted was not transferable, as required for Hobbs Act extortion by Sekhar"); accord United States

v. Finazzo, 850 F.3d 94, 103–05 (2d Cir. 2015). The First Circuit's casual dismissal here of the Sekhar defect as "certainly be harmless" cannot be reconciled with that careful, element-by-element application.

2. The Panel's Harmless-Error Disposition

The government here pressed a dual property theory under Count One: (1) the $300,000 cash demand, and (2) "contract renewals" for Collective Impact and Social Consulting. The jury returned a general verdict. The panel conceded Petitioner's Sekhar argument had force but declined to reverse, holding that "even if Diaz-Colon's challenge to the government's reliance on the contract renewals had merit, any such error would certainly be harmless." Pet. App. 43a (Op. 39). That cannot be reconciled with Griffin v. United States, 502 U.S. 46 (1991), and Hedgpeth v. Pulido, 555 U.S. 57 (2008). Under Griffin, a general verdict stands only where alternative theories are factually (not legally) insufficient. Where one theory is legally invalid — as Sekhar rendered the contract-renewals theory — a general verdict ordinarily must be vacated unless the court can "say with some assurance" the verdict did not rest on the invalid theory. Hedgpeth, 555 U.S. at 60–61; see also Chapman v. California, 386 U.S. 18, 24 (1967). The panel's confident declaration that "we see no possibility that the jurors would have relied solely on that alleged component" is the kind of speculation Griffin and Hedgpeth forbid. Pet. App. 43a–44a (Op. 39–40). The record affirmatively shows the jury was invited to rely on the contracts: the government introduced the Collective Impact and Social Consulting invoices (Gov-11 through Gov-16, Gov-21); the district court denied Petitioner's request to instruct the jury that contract renewals did not

qualify as transferable property; and the government expressly referenced the contracts in rebuttal. Pet. App. 74a (Op. 70).

3. Brissette Does Not Save the Conviction

The panel invoked United States v. Brissette, 919 F.3d 670, 678 (1st Cir. 2019), to sustain the contract-renewals theory on the ground that Petitioner could "acquire" property by directing its transfer to third parties. But Brissette presupposed the thing transferred was transferable property. Government contracts for future services are not transferable property at all — they are contingent promises contingent on future performance. Under Sekhar, that disqualifies them from § 1951 liability.

D. The First Circuit's Napue/Giglio Materiality Analysis Conflicts With Glossip v. Oklahoma

1. Glossip's Materiality Standard

In Glossip v. Oklahoma, 604 U.S. 226 (2025), this Court reaffirmed the due-process rule of Napue v. Illinois, 360 U.S. 264 (1959), and Giglio v. United States, 405 U.S. 150 (1972): the prosecution must correct false testimony, and a new trial is required unless the government can show no reasonable likelihood that the false testimony could have affected the judgment. Glossip, 604 U.S. at 246. Under Napue/Glossip, a new trial is warranted where false testimony "could in any reasonable likelihood have affected the jury's judgment," and the prosecution ordinarily must establish harmlessness beyond a reasonable doubt. Id. at 228.

2. The Record Establishes a Napue Violation

CHS Maceira testified six times on direct that Petitioner told him at Musa that Maldonado-Nieves was demanding $300,000. Tr. Day 3 at 54–57, 88, 114 (App. 432–

435, 466, 492). The government made the same representation five times in opening statement. Pet. App. 63a–64a (Op. 59–60). The government possessed the Musa audio from the inception of the investigation. The enhanced transcript, procured by the defense on the sixth day of trial, contains no reference to any $300,000 demand at Musa. Ex. 3/3T to Dkt. 384-1; Appendix I. This is the textbook scenario: the government knew (or reasonably should have known from the recording in its possession) that its chief witness's representations were false; did not correct them; and there is, at minimum, a reasonable likelihood that the false testimony affected the jury's judgment on Count One (attempt) and on Count Two (because the June 20 message was concededly non-extortionate and the government relied on the Musa testimony to supply retroactive intent).

3. The Panel's "Mistaken Convergence of Memories" Gloss Conflicts With Glossip

The panel dismissed the Napue claim by suggesting Maceira's testimony might have reflected a "mistaken convergence of memories" rather than perjury. Pet. App. 65a (Op. 61). But Glossip and Napue focus on the government's knowledge — not the witness's state of mind. The prosecution possessed the contradicting recording. It made the false representations in opening statement and permitted the false testimony on direct. It did not correct the record when the enhanced transcript surfaced. That is Napue error.

4. **The Brady Violation Compounds the Error**

The panel conceded the district court was "mistaken" in crediting the government's representation that the prosecutor had not described the Musa

recording as "inaudible." Pet. App. 57a–58a (Op. 53–54). The government did represent it as inaudible — and relied on that to avoid producing a transcript. "[T]he prudent prosecutor will resolve doubtful questions in favor of disclosure." United States v. Agurs, 427 U.S. 97, 108 (1976); Giglio, 405 U.S. at 154; Brady v. Maryland, 373 U.S. 83 (1963). The government's representation that the recording was inaudible — when it was not — suppressed impeachment evidence material to Maceira's credibility on the central disputed issue. Kyles v. Whitley, 514 U.S. 419, 434 (1995).

E. The Exclusion of the July 26 Recording Conflicts With Hemphill, Chambers, and the Rule of Completeness

1. The Excluded Evidence Was Exculpatory and Government-Generated

The FBI directed Petitioner to place, and recorded, a call to Maldonado-Nieves on July 26, 2019. In that call, Maldonado-Nieves expressly disclaimed any interest in the $300,000, stating his motivation was revenge — not money. Pet. App. 19a n.14; Appendix L. The district court excluded the recording and any testimony by Agent López about its substance on hearsay grounds.

2. The Exclusion Violated the Rule of Completeness Under Hemphill.

In Hemphill v. New York, 595 U.S. 140, 155 (2022), this Court explained that the common-law rule of completeness — now Federal Rule of Evidence 106 — permits "a party against whom a part of an utterance has been put in, [to] in his turn complement it by putting in the remainder." The government here introduced the fact of the July 26 call, the FBI's role in directing it, and evidence that Maceira refused to make the $20,000 controlled payment "in part" because of assumptions about

Maldonado-Nieves's intentions — yet withheld the only direct piece of evidence on those intentions. The panel held that because no specific statement from the recording had been "put in" by the government, Rule 106 did not apply. Pet. App. 69a (Op. 65). But the fact and purpose of the call were repeatedly put in. The partial evidentiary picture demanded completeness. Hemphill, 595 U.S. at 155; Beech Aircraft Corp. v. Rainey, 488 U.S. 153, 171 (1988). The First Circuit's own Rule 106 jurisprudence confirms the error. United States v. Millan, 230 F.3d 431, 435–36 (1st Cir. 2000); United States v. Houlihan, 92 F.3d 1271, 1282–83 (1st Cir. 1996). The government's partial presentation created precisely the misleading impression Rule 106 is designed to prevent.

3. The Exclusion Violated Chambers v. Mississippi

Chambers v. Mississippi, 410 U.S. 284 (1973), holds that the exclusion of critical, reliable defense evidence violates due process. See also Crane v. Kentucky, 476 U.S. 683, 690 (1986). The July 26 recording was more than reliable: it was the government's own recording, made at the FBI's direction, in the FBI's presence, by FBI-equipped means. Its exclusion deprived Petitioner of the opportunity to contest the government's aiding-and-abetting (18 U.S.C. § 2) theory by demonstrating directly that the supposed principal (Maldonado-Nieves) disclaimed the financial motive on which the theory rested.

F. The First Circuit's § 1519 Analysis Conflicts With Arthur Andersen, Marinello, and Fischer

1. The § 1519 Mens Rea Requirement

Section 1519 requires proof of acting "knowingly" and with "intent to impede, obstruct, or influence" a federal investigation. 18 U.S.C. § 1519. This Court's obstruction jurisprudence demands that "corrupt" intent be more than mere knowledge of an investigation — it must be a specific purpose to obstruct. Arthur Andersen LLP v. United States, 544 U.S. 696, 705–06 (2005) (mens rea requires "consciousness of wrongdoing"); Marinello v. United States, 584 U.S. 1, 11–12 (2018); Yates v. United States, 574 U.S. 528, 544–48 (2015) (plurality) (narrowing § 1519). Fischer v. United States, 603 U.S. 480 (2024), construing 18 U.S.C. § 1512(c)(2), reinforces this trajectory: the government must prove the defendant "impaired the availability or integrity for use in an official proceeding of records, documents, objects, or … other things used in the proceeding." Id. at 498. Obstruction statutes require more than ambiguous conduct adjacent to a federal matter; they require conscious wrongdoing directed at specific federal processes or records.

2. The Record Fails Arthur Andersen and Marinello

The government produced no forensic evidence that Petitioner caused any deletion: no server logs, no audit trail, no technical attribution. The only evidence was Maceira's testimony that his own copies of chats disappeared from his own phone and Agent López's testimony that Petitioner "manipulated" his phone during the FBI interview. Under Arthur Andersen, that is insufficient: routine use of a messaging application during an interview cannot constitute "corrupt" obstruction without proof of conscious wrongdoing tied specifically to the federal investigation. Petitioner

voluntarily provided his phone and password; he discussed contents of specific messages. Those facts establish cooperation — the antithesis of Marinello's required "nexus in time, causation, or logic with a particular [federal] proceeding." 584 U.S. at 11 (quoting United States v. Aguilar, 515 U.S. 593, 599 (1995)).

3. The Circuit Conflict

Other circuits require concrete proof of destruction and corrupt intent. United States v. Kernell, 667 F.3d 746, 756–57 (6th Cir. 2012) (destruction of computer files must be proven with concrete evidence); United States v. Hunt, 526 F.3d 739, 745 (11th Cir. 2008) (requiring "awareness" of an investigation as to § 1519). The First Circuit's willingness to sustain a § 1519 conviction on this attenuated circumstantial record — where no forensic proof was adduced and the defendant voluntarily handed over his unlocked phone — cannot be reconciled with this Court's obstruction jurisprudence from Arthur Andersen through Marinello to Fischer.

VI. CONCLUSION

For the foregoing reasons, this Court should grant the Petition for a Writ of Certiorari and reverse the judgment of the First Circuit. At a minimum, the Court should grant certiorari and remand for reconsideration in light of Taylor, Resendiz-Ponce, Sekhar, Elonis, Scheidler, Glossip, Counterman, Hemphill, Arthur Andersen, Marinello, and Fischer. The questions presented concern the most fundamental elements of federal criminal law: the line between preparation and attempt; the textual limits of jurisdictional statutes; harmless-error treatment of legally invalid theories within general verdicts; the government's constitutional duty not to rely on

false testimony; the defendant's right to confront the evidence against him; and the mens rea requirement of obstruction. The First Circuit's resolution of each is in tension with this Court's controlling precedent, creates or deepens circuit conflicts, and, if left undisturbed, will have consequences extending far beyond Petitioner's case.

Respectfully submitted,

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Dated: May 22, 2026

COMPLIANCE WITH SUPREME COURT RULES 33.2 AND 39

Pursuant to Supreme Court Rule 33.2, the undersigned certifies that this Petition for a Writ of Certiorari complies with the format and length requirements applicable to petitions filed by indigent defendants proceeding in forma pauperis under Supreme Court Rule 39. The Petition is prepared on 8½ × 11-inch paper, in 12-point Century Schoolbook type, with one-inch margins, and does not exceed the 40-page limit of Rule 33.2(b). The body of the Petition (excluding the questions presented, list of parties, table of contents, table of authorities, certificates, and appendix) contains 7,274 words, within the 9,000-word limit applicable to petitions for a writ of certiorari under Rule 33.1(g)(i).

/s/ RAFAEL F. CASTRO LANG
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CERTIFICATE OF SERVICE

I hereby certify that on the date set forth below, I caused a true and correct copy of the foregoing Petition for a Writ of Certiorari, together with all appendices, to be served on counsel for the Respondent at the Office of the Solicitor General, United States Department of Justice, 950 Pennsylvania Avenue, NW, Washington, D.C. 20530-0001, by first-class United States mail, postage prepaid, and by electronic mail in compliance with Supreme Court Rule 29.

Dated: May 22, 2026

/s/ RAFAEL F. CASTRO LANG
RAFAEL F. CASTRO LANG
Counsel of Record for Petitioner

No. _____

IN THE

SUPREME COURT OF THE UNITED STATES

SIXTO JORGE DÍAZ-COLÓN,

Petitioner,

v.

UNITED STATES OF AMERICA,

Respondent.

ON PETITION FOR A WRIT OF CERTIORARI
TO THE UNITED STATES COURT OF APPEALS
FOR THE FIRST CIRCUIT

APPENDIX TO THE PETITION FOR WRIT OF CERTIORARI

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APPENDIX A

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United States Court of Appeals
For the First Circuit

No. 23-1692

UNITED STATES OF AMERICA,

Appellee,

v.

SIXTO JORGE DÍAZ-COLÓN,

Defendant, Appellant.

APPEAL FROM THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO

[Hon. Francisco A. Besosa, U.S. District Judge]

Before

Barron, Chief Judge,
Lipez and Thompson, Circuit Judges.

Rafael F. Castro Lang for appellant.

John-Alex Romano, with whom Nicole M. Argentieri, Principal Deputy Assistant Attorney General; Lisa H. Miller, Deputy Assistant Attorney General; Michael N. Lang, Trial Attorney, Public Integrity Section; W. Stephen Muldrow, United States Attorney; and Myriam Y. Fernández-González, Assistant U.S. Attorney, were on brief, for appellee.

December 2, 2025

LIPEZ, Circuit Judge. A federal jury found that appellant Sixto Jorge Diaz-Colon attempted to extort a Puerto Rico government official by threatening the release of communications politically damaging to the then-governor and his administration unless the official arranged a $300,000 payment and met other demands. See 18 U.S.C. § 1951. He also was found guilty of transmitting a threatening communication and destroying records pertaining to a federal investigation. See id. §§ 875, 1519.

In this appeal, Diaz-Colon asserts multiple errors in his prosecution and trial. He claims that the evidence was insufficient to support any of the three counts on which he was convicted, the government violated his due process rights by suborning perjury from witnesses, the trial evidence materially varied from the allegations in the indictment, the district court violated his Sixth Amendment rights in managing the admission of evidence, and the court improperly instructed the jury. After carefully reviewing the record, we find no merit in any of these contentions and therefore affirm the convictions.

I. Background

Diaz-Colon's varied challenges "require us to present the facts from two different perspectives." United States v. Facteau, 89 F.4th 1, 15-16 (1st Cir. 2023). To evaluate his sufficiency-of-the-evidence claims, "we take the facts in the light most favorable to the verdict[s]." Id. at 16. "For the

other issues on appeal, we present the facts in a 'balanced' way, taking an 'objective[] view' of the evidence in the record." Id. (alteration in original) (quoting United States v. Burgos-Montes, 786 F.3d 92, 99 (1st Cir. 2015)). We first address the sufficiency claims and therefore set forth the facts in this section as the jury could have found them. To the extent that factual development is needed to assess Diaz-Colon's remaining challenges, we will adopt the more balanced approach.

A. The Opening Salvo

Appellant Diaz-Colon produced a political news program, Nación Z, that regularly brought him into contact with Anthony Maceira, an attorney who served in the administration of former Puerto Rico Governor Ricardo Rosselló as the executive director of the Puerto Rico Ports Authority and Secretary of Public Affairs.[1] In addition to Maceira's appearances on Diaz-Colon's program, which aired on radio and television, the two men communicated weekly, including through Telegram, a cloud-based messaging system used by officials in the Rosselló administration. Telegram users have the option to send "secret" messages,[2] and the system also

[1] Much of the evidence recounted in this section comes from Maceira's testimony and associated documents that were admitted as exhibits at trial. Other key testimony was provided by FBI Special Agent Juan Carlos López-Velázquez ("López"). See infra.

[2] Maceira testified that, when a user sends a "secret" message, the sender is notified if the recipient "takes a screen

allows senders to delete messages from both their own devices and recipients' devices.

On June 20, 2019, Diaz-Colon sent Maceira a secret Telegram message intimating that Raul Maldonado-Nieves, the son of then-Treasury Secretary Raul Maldonado,[3] would release damaging information about the Rosselló administration if the administration did not stop political attacks against Maldonado. At that time, Maldonado was being publicly criticized for allegedly improper interference in contract and personnel matters, and a newspaper had reported "alleged investigations because of possible misconduct" by Maldonado. According to Maceira, the administration "had been dealing with a lot of reports about allegations of corruption in public agencies."

As translated, Diaz-Colon's message stated:

> Man, if Fortaleza [i.e., the administration] doesn't stop fucking with Raul Maldonado, RAUL MALDONADO'S SON HAS STRONG EVIDENCE TO FUCK THIS ADMINISTRATION STARTING WITH RICARDO ROSSELLO.
>
> According to Raulie [Maldonado-Nieves's nickname] "son of RM", you and Fortaleza are the ones who are behind this firepower against Raul Maldonado.

---

shot or a picture of the screen" and if the recipient "forward[s] the message."

[3] We refer throughout this opinion to the father as "Maldonado" and the son as "Maldonado-Nieves," but at times use the latter's nickname, "Raulie," to accurately reflect quoted material.

> I tell you brother, RAUL'S SON IS GOING TO DESTROY YOU ALL AT OTHER LEVELS.
>
> I don't know what you are going to do. But if they don't stop THE POPULARS ARE GOING TO BE IN POWER FOR 30 YEARS.
>
> STOP THIS.
>
> This is crazy.
>
> I have a friend who is a close friend of RM's son, and they want to see me to deliver hard evidence to me and other media. This administration is fucked. I need to stop this.

Maceira did not know what Diaz-Colon meant by "hard evidence," but he was "scared" and "concerned."[4] He explained at trial that Maldonado had that same morning accused "Fortaleza" -- meaning the Rosselló administration, for which Maceira was the spokesperson -- of being "behind the[] public reports" critical of Maldonado, and Maceira "understood [the Telegram message] to be a reference to that." He viewed the Telegram message as a threat and reported it to the governor and the governor's chief of staff.

---

[4] Maceira elaborated on his concern at trial as follows:

> As secretary for Public Affairs, . . . my job was being the face of the Government, the voice of the Government, and that meant with the good and the bad. In the just six months I had been there, I had had to face multiple public crises, and this was a threat from a radio producer, TV producer, which I had to take seriously. I was scared. I was concerned about what we would be dealing with.

After speaking with the governor, Maceira arranged to meet Diaz-Colon the next day, June 21, at a San Juan restaurant, Musa. At trial, Maceira described his motivation for the meeting as follows: "I had received a threatening message . . . saying that I was going to be destroyed, the administration was going to be destroyed, but I didn't have any further context to that. I needed specifics about what the threat meant."

B. The Meeting at Musa

When the two men met at Musa, Maceira surreptitiously attempted to record their conversation on his phone.[5] Early in the meeting and multiple times throughout, Maceira told Diaz-Colon he viewed the Telegram message as a threat. Diaz-Colon apologized, explaining that Maldonado-Nieves, who was sitting beside him when he messaged Maceira, possessed a binder of printed-out chat messages sent by administration officials, including the governor, that reflected poorly on those officials. Diaz-Colon said he alerted Maceira because what he had seen was "going to destroy" Maceira and others in the administration.

---

[5] Maceira later provided the recording to the FBI, but as discussed further below, not all of it was audible.

We note that the trial transcript indicates that Maceira initially stated in response to questioning that he told Diaz-Colon of his intent to record the meeting. However, the subsequent questioning by defense counsel makes clear that, in fact, Maceira did not inform Diaz-Colon that he would be recording their conversation.

Maceira testified that he did not believe Diaz-Colon's apology was genuine:

> To simply put it the way I saw it, it was gangster style. We have all seen the movies, the gangsters, they put their hand on your shoulder, press you a little bit, say, I don't want to hurt you, don't worry I love you, I don't want to hurt you, but if you don't do X, I am going to have to do Y. Don't make me do that.

Maceira testified that, "[t]hroughout the conversation," Diaz-Colon referred to the binder of messages -- "a binder full of devastating information that would destroy us all" -- and said Maldonado-Nieves "was pissed" that the administration was not "supporting his father with all the public attacks that were coming out." Diaz-Colon told Maceira that Maldonado-Nieves "was pointing directly at [Maceira] for being behind the firepower that . . . he was alleging was against his father." Maceira also felt that Diaz-Colon was "flexing his knowledge, his power, his influence," including by "list[ing] names of influential people that he controlled" and "showing . . . how much damage they could do or he could do if he were to take these things and turn them into scandals for the administration and for myself."[6]

[6] In his testimony, Maceira named the individuals mentioned by Diaz-Colon, explaining that they are hosts of radio shows and that "[s]ome of them are very influential in social media as well . . . what we classified as opinion makers."

The chat messages in the binder contained "disparaging and profanity-laced Telegram messages involving [Governor Rosselló] and his associates."[7] One chat referred to evidence indicating that the attorney general had improperly failed to investigate an adviser to the governor whose conduct had been referred to the Department of Justice, and another message purportedly quoted the governor as referring to another official as an "asshole." Others contained "insults against women." Diaz-Colon also reported that Maldonado-Nieves was pursuing "damaging information" about Maceira and the Ports Authority.

After warning that the messages "were gossip with the potential of becoming scandals for the administration," Diaz-Colon told Maceira how he could prevent their disclosure and otherwise protect the administration's public image. First, he said Maldonado-Nieves was demanding $300,000 to withhold the release of the binder. Second, Diaz-Colon offered to provide positive news coverage for Maceira and the administration if Maceira guaranteed that the government would buy advertising on his program. Third, Diaz-Colon asked for help in securing renewal of two government

[7] We borrow this characterization from the district court's recitation of the trial evidence in its Opinion and Order denying Diaz-Colon's motions for acquittal and new trial. See United States v. Díaz-Colón, No. 21-017, 2023 WL 3321488, at *1 (D.P.R. May 9, 2023).

contracts from which he would financially benefit,[8] and, in return, Maceira would be "guarantee[d] . . . access to raise [his] public image and personal protection for [his] public image."

Maceira ended the meeting after about ninety minutes and told Diaz-Colon he would remain in touch. Shortly thereafter, believing that Diaz-Colon was trying to extort him, Maceira consulted with a friend about what to do and concluded that he should meet with a former federal law enforcement official for guidance. Maceira flew to Florida for that meeting on June 24, and his contact there agreed to connect him with the FBI.

C. Maldonado's Termination and Government Turmoil

The same day that Maceira traveled to Florida, June 24, Governor Rosselló dismissed Maldonado from his position as treasury secretary. Also that day, Maldonado appeared on Diaz-Colon's program, Nación Z, and accused the government of having an "institutional mafia." Around July 1, additional allegations of government corruption became public, including some made by Maldonado-Nieves. According to Maceira, the Rosselló administration was "under fire."

In early July, some of the controversial chat messages were leaked. On July 13, 889 pages of Telegram chats involving senior government officials were made public. Diaz-Colon later

[8] According to Maceira, Diaz-Colon would receive a monthly retainer of $4,000 for the contracts.

told Maceira that Maldonado-Nieves was responsible for releasing the Telegram messages -- presumably from the binder that Diaz-Colon had described -- and said that Maldonado-Nieves had obtained them from his father's phone. The bulk release of chats caused "total chaos" within the administration, as well as "public outroar, crisis, [and] very strong media scrutiny," prompting the resignation of many officials, including, eventually, the governor and Maceira.

In his role as the secretary of public affairs, Maceira saw himself as "the face of the government," and he testified that "every public issue that came out affected me, and that included when the 889 pages were released, I was on those pages." He was "scared" that, in addition to the turmoil already surrounding the government, the additional release of chats would "affect[] [his] professional and personal image further beyond what it had been affected at the moment."

On July 14 -- the day after the bulk disclosure of the chat messages -- Diaz-Colon sent Maceira a private Telegram message reminding him of their "pending" conversation. That same day, Maceira agreed to become a confidential source and witness for the FBI. After another series of messages, Maceira and Diaz-Colon arranged to meet on the evening of July 16 at a restaurant owned by Diaz-Colon in San Juan, Il Postino.

D. The Il Postino Conversation

Equipped with FBI-provided recording devices, Maceira met Diaz-Colon as planned at Il Postino.[9] Maceira described the meeting as "a repetition of the Musa meeting, and all of its content[,] . . . but now it's $300,000 for additional chats not to come out." Diaz-Colon told Maceira the administration would not be in such difficult straits if the government officials had supported Maldonado, and he warned that Maldonado-Nieves would release more chat messages unless certain conditions were met. The first two demands largely repeated the requirements Diaz-Colon had conveyed at Musa: payment to Maldonado-Nieves of $300,000 and Maceira's assistance in securing the renewal of two government contracts from which Diaz-Colon received a monthly retainer.[10] Diaz-Colon indicated that the $300,000 could be paid with cash or a check directly through him, or the funds could be channeled through a corporation owned by "someone of trust" -- perhaps one belonging to Diaz-Colon, who could pass the payment along to Maldonado-Nieves "little by little" to avoid "any problems."

[9] An audio recording of the taped conversation was introduced into evidence at trial, along with a transcript containing the English translation of the conversation.

[10] Diaz-Colon texted to Maceira the names of the two companies -- Collective Impact and Social Consulting -- while the two men were still at Il Postino.

The third condition -- which replaced the quid pro quo offered at Musa of positive news coverage for government advertising on Maceira's program -- was the payment of sums ranging from $6,000 to $50,000 to "media personalities" whom Diaz-Colon said he controlled. In exchange, these individuals would "stop asking for the governor's resignation" and "adopt[] a different narrative."[11] Diaz-Colon offered to deduct the $50,000 payment from the $300,000 for Maldonado-Nieves.

Diaz-Colon told Maceira that he disagreed with Maldonado-Nieves's demand for $300,000 and that he protested to Maldonado-Nieves that it was "extortion" that he was "not going to do." In Maceira's view, however, Diaz-Colon was "playing both sides; lighting the fire, but on the other side offering to become

[11] According to Maceira, Diaz-Colon explained that obtaining favorable coverage for the administration now required payments to the media personalities because "it was a different time" after "chats got leaked, . . . there were protests, . . . people were asking for the governor's resignation." And, Maceira testified, the influencers themselves were "calling protesters to go to the protests and ask for the governor's resignation." Maceira described his understanding of the change in narrative that would follow the payments as follows:

> [The media personalities would] stop attacking the administration, asking for the governor's resignation, et cetera, and adopting instead the narrative that even though they were angry at the expressions in the chat, that they would say, you know what, I was angry, but after seeing all this that is happening, we have to stop asking for his resignation.

the firefighter, obviously, in exchange for money." Maceira testified that he did not believe Diaz-Colon "wasn't going to ask for the money" because "[h]e had already asked me for it" -- both in the earlier meeting at Musa and "[n]ow on July 16th, we had referenced the $300,000 on multiple occasions." Maceira gave the following response, echoing an earlier characterization, when asked by the prosecutor for his understanding of Diaz-Colon's assurance "that he wasn't going to do that":

> [T]o me, it was like gangster-style, saying, I don't want to do it, but he already referenced it in certain occasions. At one point when I was speaking about something else, he brings it up. And even at one point where I say, "Well, then you cannot guarantee that the chats will not come out," he clarifies quickly, "No, no, no, I can," if I abide and give him the $300,000. It was contradictory messages.

After the meeting with Diaz-Colon, Maceira turned over the recording devices to the FBI.[12] Three days later, on July 19, Maceira again met with the FBI, and agents proposed that he make a controlled payment to Diaz-Colon of $20,000 as a strategy for "gathering additional evidence." Maceira declined, explaining at trial that he felt uncomfortable about making such a payment and that he "thought that it wouldn't work" because the amount "wasn't enough."

[12] FBI Special Agent López testified that he picked up Maceira after the meeting, retrieved the recording devices, drove Maceira home, and then dropped the devices off at the FBI office.

Meanwhile, between the Il Postino conversation and Maceira's meeting with the FBI on July 19, Maceira and Diaz-Colon had exchanged some Telegram messages referencing the political fallout from the earlier release of the controversial chats, including suggestions from Diaz-Colon about how Maceira should respond to the media. Then, while Maceira was with the FBI agents on July 19 to discuss strategy, Maceira messaged Diaz-Colon: "Bro, these have been difficult days. Thanks for the support." Diaz-Colon responded: "Onward and upwards. Hitting hard without fear." Maceira then messaged back:

> I haven't forgotten. I am trying to do my homework. Next week we will meet to discuss everything, including how we are going to do it now.[13]

At trial, Maceira explained that the reference to his "homework" meant the three requirements Diaz-Colon had conveyed at Il Postino to prevent the release of further chats. Diaz-Colon replied with emojis of a flexed bicep and a heart.

E. The FBI Meeting with Diaz-Colon

Five days later, on July 26, FBI agents interviewed Diaz-Colon at his home, bringing with them a warrant to seize and search his cell phone. Before executing the warrant, the agents

[13] FBI Agent López recalled that, after Maceira declined to make the $20,000 payment, the agents had said, "Let's send [Diaz-Colon] a message so that he knows that we are thinking about giving him the 300,000 that he had requested."

obtained Diaz-Colon's consent to view text messages on his phone between him and Maldonado-Nieves. While holding his phone during the interview, Diaz-Colon occasionally placed the phone on a table before picking it up again and "manipulat[ing]" it. At one point, at the agents' request, Diaz-Colon made a recorded call to Maldonado-Nieves, the contents of which were not introduced into evidence.[14] The agents subsequently executed the search warrant and took the phone with them.

Later that night, Maceira became aware that Telegram messages he had received from Diaz-Colon earlier in the day, as well as earlier messages exchanged by the two men, had disappeared from his phone. Maceira notified the FBI about the deleted

[14] According to a transcript of the call submitted as an exhibit to a pretrial defense motion, Diaz-Colon told Maldonado-Nieves that Maceira was willing to pay $300,000 to prevent disclosure of additional messages. Maldonado-Nieves responded that he was not interested in the money and sought only to stop the attacks on his father. This exchange was not in evidence at trial because the district court ruled that the substance of the call needed to be introduced through the testimony of one of the participants, and the defense did not call either Maldonado-Nieves or Diaz-Colon as a witness. We therefore do not consider the contents of the call in assessing the sufficiency of the evidence. See Lockhart v. Nelson, 488 U.S. 33, 41-42 (1988) (stating that a reviewing court must consider the "same quantum of evidence" as the trial court when assessing the sufficiency of the evidence); United States v. Martínez-Hernández, 118 F.4th 72, 80 (1st Cir. 2024) (explaining that the appellate court in reviewing for sufficiency will not consider "evidence that the jury did not hear"). As we shall discuss later, Diaz-Colon challenges the district court's refusal to allow him to introduce into evidence the taped conversation or testimony from López on the substance of the call. See infra Section V.A.

messages and sent the FBI a screenshot of his phone showing a blank screen where messages ordinarily would appear. Text at the top of the screenshot stated that Diaz-Colon "was last seen 4 hours ago" -- indicating that he was active in the chat at that time, which was during the FBI interview at his home.

The FBI later extracted at least some of the deleted Telegram messages from Diaz-Colon's phone, as well as text messages on platforms other than Telegram that were exchanged between Diaz-Colon and Maldonado-Nieves. The messages between Diaz-Colon and Maceira that were introduced into evidence included plans for their meeting at Il Postino, the names of the companies for which Diaz-Colon sought contract assistance, and references to the pair's ongoing discussions. The messages between Diaz-Colon and Maldonado-Nieves included one sent on June 22, 2019 -- the day after Diaz-Colon and Maceira met at Musa -- in which Diaz-Colon wrote: "Bro, as I told you in the afternoon. Nothing has happened yet, the gasoline is still in the container. . . . We are moving forward!" On June 24, the day Maldonado was fired as Treasury Secretary, Diaz-Colon messaged Maldonado-Nieves: "Raulie, where are you? This pile of shit is driving me crazy. We have to act with wisdom." On July 15 -- the day before Diaz-Colon and Maceira met at Il Postino -- Diaz-Colon sent several messages to Maldonado-Nieves saying that it was "important" for them to meet.

F. Procedural History

In January 2021, about eighteen months after the events described above, Diaz-Colon was charged in a federal indictment with three counts: (1) attempted extortion, in violation of 18 U.S.C. § 1951 (Count One), or aiding and abetting that crime, id. § 2; (2) transmitting a threatening communication in interstate or foreign commerce with intent to extort, in violation of 18 U.S.C. § 875(d) (Count Two), or aiding and abetting that crime, id. § 2; and (3) destroying records in a federal investigation, in violation of 18 U.S.C. § 1519 (Count Three). After a two-week trial in early 2023, a jury found Diaz-Colon guilty on all counts.

Diaz-Colon moved for judgment of acquittal and for a new trial, see Fed. R. Crim. P. 29, 33, arguing that the government's evidence was insufficient to prove any of the charged crimes and, alternatively, that he was entitled to a new trial or dismissal of the indictment because of prosecutorial misconduct, including the presentation of false testimony in violation of his due process rights. The district court denied both motions in a twenty-six-page opinion and sentenced Diaz-Colon to a term of fifty-one months' imprisonment, to be followed by three years of supervised release.

In this appeal, as noted above, Diaz-Colon challenges his convictions on numerous grounds. We turn first to his

contention that the government's evidence failed to establish his guilt beyond a reasonable doubt on any of the three counts.

II. Sufficiency of the Evidence

Diaz-Colon maintains that his communications with Maceira were not extortionate but, rather, First Amendment-protected political speech in which -- as defense counsel told the jury -- he was merely "letting a friend know that someone else wants to hurt them." Diaz-Colon points out that the first Telegram message did not demand a payoff or other quid pro quo, and he highlights his assurance to Maceira at Il Postino that he had objected to Maldonado-Nieves's demand for $300,000 because it would amount to extortion.

The evidence Diaz-Colon emphasizes, however, was not the only evidence heard by the jury. As the district court observed in denying Diaz-Colon's post-trial motions, "defendants seeking acquittal [based on a sufficiency challenge] 'face an uphill battle.'" Díaz-Colón, 2023 WL 3321488, at *5 (quoting United States v. Pérez-Meléndez, 599 F.3d 31, 40 (1st Cir. 2010)). In examining the record to determine the adequacy of the government's proof of criminal conduct, "[w]e consider the evidence 'in its totality,' meaning that '[i]ndividual pieces of evidence that might not be enough on their own . . . might add up to tell th[e] tale' of a defendant's guilt beyond a reasonable doubt." United States v. Guerrero-Narváez, 29 F.4th 1, 9 (1st Cir. 2022) (second

and third alterations and omission in original) (quoting United States v. Guzman-Ortiz, 975 F.3d 43, 54 (1st Cir. 2020)).[15]

As we previously stated in describing our sufficiency inquiry,

> [t]he question is not whether "no verdict other than a guilty verdict could sensibly be reached," but only whether "the guilty verdict finds support in a plausible rendition of the record." To affirm, we need not be satisfied that "the government succeeded in eliminating every possible theory consistent with the defendant's innocence."

United States v. Soler-Montalvo, 44 F.4th 1, 7 (1st Cir. 2022) (citation omitted) (quoting United States v. Seary-Colón, 997 F.3d 1, 12, 14 (1st Cir. 2021)). It is well established that our role does not include "weigh[ing] the evidence or mak[ing] credibility judgments; these tasks are solely within the jury's province." United States v. Serunjogi, 767 F.3d 132, 139 (1st Cir. 2014) (quoting United States v. Hernández, 218 F.3d 58, 64 (1st Cir. 2000)).

Ultimately, then, we must uphold the jury's judgment "unless the evidence is so scant that a rational factfinder could not conclude that the government proved all the essential elements

[15] In Guerrero-Narváez, the government was appealing the district court's judgment of acquittal for the defendant. See 29 F.4th at 8-9. The same sufficiency analysis applies in that context as when a defendant is appealing from the district court's refusal to grant such a judgment. See id.; United States v. Santonastaso, 100 F.4th 62, 68 (1st Cir. 2024).

of the charged crime beyond a reasonable doubt." United States v. Vázquez-Soto, 939 F.3d 365, 371 (1st Cir. 2019) (emphasis omitted) (quoting United States v. Rodríguez-Vélez, 597 F.3d 32, 39 (1st Cir. 2010)); see also United States v. Buoi, 84 F.4th 31, 38 (1st Cir. 2023) ("[W]e will reverse only if the verdict is irrational." (alteration in original) (quoting United States v. Connolly, 341 F.3d 16, 22 (1st Cir. 2003))). When assessing the adequacy of the prosecution's proof, "we take the evidence, both direct and circumstantial, in the light most hospitable to the government and draw all reasonable inferences in the government's favor." United States v. Carmona, 103 F.4th 83, 91 (1st Cir. 2024) (quoting United States v. De La Cruz, 835 F.3d 1, 9 (1st Cir. 2016)).

We thus turn to our de novo review of the evidence before the jury on each count. See United States v. Santonastaso, 100 F.4th 62, 68 (1st Cir. 2024) (specifying the de novo standard of appellate review for preserved sufficiency claims).[16]

[16] Diaz-Colon argues that the district court erred in denying his motion for a judgment of acquittal based on insufficient evidence under Federal Rule of Criminal Procedure 29 at the conclusion of the government's case and that the court erred post-trial in denying his renewed Rule 29 motion and, alternatively, his request for a new trial pursuant to Rule 33. Our analysis of the adequacy of the evidence applies to both the mid-trial and post-trial motions.

A. Count One: Attempted Extortion

Briefly stated, Count One charged Diaz-Colon with attempting, or aiding and abetting an attempt, to extort Maceira in violation of the Hobbs Act. See 18 U.S.C. §§ 1951(a), 2.[17] Extortion under the Hobbs Act is defined as "the obtaining of property from another, with his consent, induced by wrongful use of actual or threatened force, violence, or fear, or under color of official right." Id. § 1951(b)(2). The indictment charged Diaz-Colon with attempted extortion by means of the wrongful use of fear.

In briefing that partially relies on materials not introduced at trial, Diaz-Colon appears to contend that the government's proof on Count One fell short in the following ways: (1) the evidence does not show that he intentionally conveyed a wrongful threat that caused Maceira reasonably to fear economic harm, (2) the evidence does not support a finding that Diaz-Colon aided and abetted an attempt by Maldonado-Nieves to extort Maceira, (3) Diaz-Colon's texts and meetings with Maceira were not a sufficient step toward committing extortion to constitute an

[17] Section 1951(a), known as the Hobbs Act, "makes it a felony to 'obstruct[], delay[], or affect[] commerce or the movement of any article or commodity in commerce, by robbery or extortion' or to attempt or conspire to do so." United States v. Correia, 55 F.4th 12, 29 (1st Cir. 2022) (alterations in original) (quoting the statute).

attempt, and (4) the contract renewals allegedly targeted by Diaz-Colon were not transferable property, as required to support an extortion charge under Supreme Court precedent, see Sekhar v. United States, 570 U.S. 729, 734 (2013). We consider each of these contentions in turn.

1. The Fear-Inducing Threat and Intent to Extort

To prove an extortion offense, the government must establish, inter alia, that "the defendant induced someone to part with property" and that the defendant did so "knowingly and willfully . . . by extortionate means." United States v. Cruzado-Laureano, 404 F.3d 470, 480 (1st Cir. 2005). The charge here was for an alleged attempt to extort, and the government therefore needed to prove that Diaz Colon attempted to "induce[] someone to part with property." Id. The Hobbs Act expressly includes "fear" as one "extortionate means" and, "under the Hobbs Act, 'fear' encompasses fear of economic loss, including the loss of business opportunities." United States v. Didonna, 866 F.3d 40, 46 (1st Cir. 2017) (citation modified) (quoting United States v. Cruz-Arroyo, 461 F.3d 69, 74 (1st Cir. 2006)).

To prove that a targeted individual feared a financial or professional loss -- the prosecution's theory here -- the government was required to "show that the victim believed that economic loss would result from his or her failure to comply with the alleged extortionist's terms, and that the circumstances

surrounding this conduct rendered that fear reasonable." United States v. Bucci, 839 F.2d 825, 828 (1st Cir. 1998). The threat itself need not be explicit. See United States v. Rivera Rangel, 396 F.3d 476, 484 n.7 (1st Cir. 2005) (noting that "it is enough if the victim 'understood the defendant's conduct as an implied threat'" (quoting Bucci, 839 F.2d at 828)). Diaz-Colon claims the evidence did not show that Maceira had a reasonable fear of economic harm. He also appears to argue that the evidence more generally failed to show that he had the requisite state of mind to commit -- or, in this instance, to attempt to commit -- extortion.

The record does not support these assertions. First, there was no shortage of evidence on Maceira's fear. As described above, Maceira testified that he was "scared" and "concerned" about the ramifications of Diaz-Colon's original Telegram message -- which threatened that "RAUL'S SON IS GOING TO DESTROY YOU ALL." More specifically, Maceira testified that, after receiving that message, "I was concerned about myself, my reputation, the effect it could have on me, on my family, on my employment, on my employment status after I decided to go back to private practice." Later in his testimony, he reiterated that concern, reporting that, from the time he received the first message through July 26, 2019, he was alarmed that the situation "could result in [his] being unemployed, being unable to find employment here in Puerto Rico,

being unable to be what [he] wanted to be when [he] got out of the government, which was an attorney in the private practice." Maceira explained that he was so worried after he met Diaz-Colon at Musa that he flew to Florida to seek guidance from a former law enforcement official.[18]

Maceira's testimony about his interactions with Diaz-Colon after receiving the original message gave the jury ample basis for also concluding that Maceira's fear was reasonable. At their first meeting, at Musa, Diaz-Colon made the threat concrete by telling Maceira that Maldonado-Nieves possessed the binder of politically damaging messages. Then, at Il Postino -- after more than 889 pages of messages had been published and there was "total chaos" within the administration and a "public outroar" -- Diaz-Colon reminded Maceira that he had "warned [him] at Musa, and if [he] would have listened . . ., [they] wouldn't have been here." Diaz-Colon also indicated in that meeting that Maldonado-Nieves had more such messages. The jury could reasonably infer from this evidence, which was supported by the recording and transcript of the Il Postino conversation,[19] that Diaz-Colon was

[18] Maceira testified that he knew he "had just tried to be extorted" and "didn't know how to proceed." He further explained that he "wanted to go to the authorities" but "needed guidance on . . . the process."

[19] Each juror was given a copy of the transcript, and the government played excerpts from the recording during its direct examination of Maceira.

reinforcing the potency of the threat to Maceira, prompting Maceira's reasonable fear that more damage would be done if he failed to comply with the quid-pro-quo demands.

The Il Postino conversation, among other evidence, also provided the jury with a reasonable basis for finding that Diaz-Colon was "knowingly and willfully" attempting to extort Maceira -- contradicting Diaz-Colon's insistence that the original message was merely a political warning. Diaz-Colon repeatedly assured Maceira that, if the specified conditions were met, he could protect Maceira from the harm that would result from public disclosure of the disparaging chat messages. At one point, for example, after the two men discussed payments for positive commentary from media personalities, the transcript contains the following exchange[20]:

> [MACEIRA]: Okay, well, wait, well then, now I have a little more peace of mind. You cannot guarantee to me that the chats will not come out.
> [DIAZ-COLON]: Well, I can guarantee it if I accept to be a part of this fucking crap that this guy asked from me.
> [Pause]
> [MACEIRA]: But how would you do it? With a contract?

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[20] The transcript itself identifies Maceira as "CHS," standing for "Confidential Human Source," and identifies Diaz-Colon with his initials, "SDC." For ease of reading, we have substituted the names. Other than for the names, the brackets around text appear in the transcript.

> [DIAZ-COLON]: He wants cash or a check. He said cash or a check. He said the corporation.
> [MACEIRA]: Which one? The one that had a contract with the government?
> [DIAZ-COLON]: No. A corporation where he does not appear. It's someone of trust.
> [MACEIRA]: [Sighs] So, three things. This is crap, motherfucker. [Laughs] When I accepted this position, you didn't tell me I would have to deal with this shit.
> [DIAZ-COLON]: Damn, that's right.
> [Pause]
> [MACEIRA]: Okay, so hypothetically, if we would give him the $300,000 bucks--
> . . .
> [MACEIRA]: --and we would not have to deal with him directly. Can you manage that?
> [DIAZ-COLON]: Yes, yes. It will not be a problem. It would not be a problem.
> [MACEIRA]: And with that you can guarantee that the chats will not come out.
> [DIAZ-COLON]: With that, I can guarantee that he will stop being a pain in the ass.[21]

Also during the Il Postino conversation, Diaz-Colon said that, with the previously discussed payments, he could "guarantee" that the media personalities would change the public narrative

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[21] After some intervening dialogue, Maceira reiterated his "guarantee" question:

> [MACEIRA]: And that would guarantee that the chats will not come out and that he will not fuck with me.
> [DIAZ-COLON]: Of course. I mean, I mean. I would have to tell him. It's not like I already told him. Because the last time, like I told you, he didn't, he didn't even talk to me about you.

Still later in the conversation, Diaz-Colon told Maceira that "[i]f he accepts those 300,000 like he said to me, I can assure you that he will say -- He will stop it because he said that to me."

favorably for Maceira. The jurors could reasonably understand Diaz-Colon's comments to signify an intention to carry out the quid pro quo he was proposing.

To be sure, there was evidence that would have permitted the jurors to reach a different judgment on the extortion charge. As Diaz-Colon emphasizes, the discussion between the two men at Il Postino included Diaz-Colon's disclaimer that he would not ask for the $300,000 because that was "extortion" that he was "not going to do." Defense counsel also sought to undermine Maceira's credibility by eliciting his acknowledgment that, in his pre-indictment testimony before the grand jury, Maceira did not report that Diaz-Colon had sought the $300,000 payment when the pair met at Musa and that he never approached anyone to obtain the $300,000 or otherwise took steps to comply with Diaz-Colon's demands.

In addition, Maceira acknowledged on cross-examination that Governor Rosselló and his wife asked him to reach out to Diaz-Colon in mid-July 2019 -- i.e., amid the Telegram chat scandal and the alleged extortion scheme -- "because [Diaz-Colon] might have a way to help," and Maceira admitted that he did not know that Diaz-Colon "and a company" had in fact been hired around that time, and paid over $100,000, "to carry out damage control" on behalf of the governor.[22] Through that cross-examination, defense

[22] A copy of an invoice for a $100,000 contract between D.R. Consulting -- a company associated with Diaz-Colon -- and the

counsel presumably sought to show that the governor's willingness to work with Diaz-Colon, and the contract arranged without Maceira's awareness, were facts inconsistent with Maceira's testimony that he had told the governor about Diaz-Colon's threat and demands.[23]

Ricardo Rosselló Committee was attached as an exhibit to Diaz-Colon's post-trial Renewal Memorandum for Judgment of Acquittal and Motion for New Trial. The document, dated July 20, 2019, and covering the period July 19-August 1, 2019, stated that the services provided included "[c]reation of strategy" and "[d]rafting of communications to disseminate."

[23] Defense counsel also asked Maceira if he had told FBI Agent López about the governor's request that he contact Diaz-Colon for help. That portion of the questioning, including the exchange concerning the contract, was as follows:

> [COUNSEL]: I am asking you a simple question; if you informed Agent Lopez that the governor wanted to reach out to [Diaz-Colon] to see what could be done to fix the administration's image.
> [MACEIRA]: I don't recall if that's what I told them, sir.
> . . .
> [COUNSEL]: Did you ever receive information that Governor Rossello around that time period of July 13, 2019, had actually hired [Diaz-Colon] to carry out damage control?
> [MACEIRA]: No, sir.
> [COUNSEL]: Okay. Were you ever made aware that [Diaz-Colon] was already getting paid by the Rossello committee for hiring talents and damage control?
> [MACEIRA]: No, sir.
> [COUNSEL]: Were you ever made aware that [Diaz-Colon] and a company had been paid over $100,000 for that damage control contract?
> [MACEIRA asks about the timing]
> [COUNSEL]: July 13, 2019
> [MACEIRA]: No. No, sir.

Defense counsel's closing argument highlighted other facts arguably inconsistent with the prosecution's evidence of attempted extortion. Counsel emphasized that the conversation between the two men at Il Postino showed "they were having a good time," using as an example an excerpt from the transcript in which the pair agreed to share risotto and skirt steak. Their interactions, counsel argued, "totally contradict Maceira's testimony that Sixto [Diaz-Colon] was talking to him like a gangster." The jury also knew that Maceira had refused to offer $20,000 to Diaz-Colon that the FBI would have provided, and defense counsel in closing emphasized that the reason Maceira gave for that refusal in his testimony -- that it was too little -- was not the real reason. Rather, it was "because he knew that [Diaz-Colon]

We note that Maceira's acknowledgment that Governor Rosselló asked him to seek Diaz-Colon's help in responding to the political crisis while the alleged extortion scheme was ongoing arguably could support competing inferences. As defense counsel evidently intended, the jurors might have viewed that testimony to discredit Maceira's claim that he felt threatened by Diaz-Colon or, more generally, they may have questioned Maceira's recounting of events. But the jury also could have reasonably seen the governor's request to Maceira and the consulting contract as measures aimed at deflating the attempted extortion and avoiding the $300,000 payment and other demands. In his brief, Diaz-Colon seemingly attempts to rebut any inference that the governor's interaction with him was done with knowledge of the extortion attempt -- and, for that reason, supported Maceira's testimony -- by citing Rosselló's statement to the FBI in December 2020 that he was unaware of Diaz-Colon's demands. However, Rosselló did not testify at trial, and his FBI interview was not in evidence.

had repeatedly told him that he was not going to participate in any extortion."[24]

As we have explained, however, whether the jury could have reached a different judgment about whether Diaz-Colon was attempting to commit extortion based on the evidence they heard is not the question before us. And, as we have described, the verdict they did reach was amply supported by Maceira's testimony and other evidence. Notably, Diaz-Colon himself described the demand for $300,000 as "extortion" when he claimed to refuse making it, and yet, as Maceira testified, "[h]e had already asked me for it." To the extent Maceira's credibility was at issue, it was the jurors' prerogative to discount the defense attempts to damage it. See, e.g., Soler-Montalvo, 44 F.4th at 8 ("[I]t is not our role to 'decide which witness to credit,' for we must assume that the jury

[24] In making this argument, defense counsel pointed out that "[the government's] own evidence showed that [Diaz-Colon and Maldonado-Nieves] were willing to consider little-by-little payments." Counsel further argued:

> So if Sixto [Diaz-Colon] was willing to accept payments little by little, Maceira . . . was given the opportunity by the FBI to establish definitely that Sixto intended to extort. All Maceira had to do is say "Here, Sixto, here is a $20,000 advance payment for the extortion, and we will deal with it little by little" . . . . "Little by little." $20,000 is not a small amount. It is not $300,000, but it certainly fits in with paying little by little.

'credited those witnesses whose testimony lent support to the verdict.'" (citation modified)).

In sum, the evidence was sufficient for the jury to find that Diaz-Colon made a threat designed to induce fear in Maceira about the dire consequences of failing to meet the specified conditions for preventing release of the chats, in an attempt to "obtain[] . . . property from [Maceira], with his consent." 18 U.S.C. § 1951(b)(2).[25]

2. Aiding and Abetting

Diaz-Colon cites his recorded July 26 phone conversation with Maldonado-Nieves, in which Maldonado-Nieves said he was seeking revenge, not money, as proof that he was not acting at Maldonado-Nieves's behest in seeking the $300,000 payment. Accordingly, he insists, the evidence failed to support a finding that he aided and abetted Maldonado-Nieves in violating § 1951(a) and, because the jury's finding of guilt on Count One might have been premised on an aiding-and-abetting theory, that verdict must be vacated. But, as we have explained, the content of the July 26

[25] A threat of economic harm is not unlawful under the Hobbs Act if the person making the threat has a "claim of right to [the] property" being demanded. United States v. Burhoe, 871 F.3d 1, 9 (1st Cir. 2017) (quoting United States v. Sturm, 870 F.2d 769, 773-74 (1st Cir. 1989)). Diaz-Colon does not argue that he had a right to the funds at issue here. Nor does he challenge on appeal the sufficiency of the government's proof that "the extortionate transaction affected interstate commerce," another element of a Hobbs Act extortion offense. Cruzado-Laureano, 404 F.3d at 480.

phone call was not introduced at trial. Moreover, even if the conversation had been admitted, it would have been consistent with other evidence allowing the jury to find that -- at least by the time of the call, if not originally -- Diaz-Colon was attempting to obtain the money for himself. After all, the arrangements discussed at Il Postino provided for the $300,000 to be paid directly to Diaz-Colon for transfer to Maldonado-Nieves, and the request for the contract renewals is evidence that Diaz-Colon was, at least in part, advancing his own interests.

The indictment charged Diaz-Colon as both a principal and as an aider and abettor, and the prosecution was not limited to only one of those theories. Indeed, even if the indictment had not expressly alleged violation of the aiding and abetting statute, 18 U.S.C. § 2, that alternative theory of culpability would have been properly argued to the jury. See, e.g., United States v. Vázquez-Castro, 640 F.3d 19, 25 (1st Cir. 2011) ("Aiding and abetting is an alternative charge in every count, whether explicit or implicit." (citation modified)); see also Rojas-Tapia v. United States, 130 F.4th 241, 254 (1st Cir. 2025) (explaining that the aiding and abetting statute, 18 U.S.C. § 2, "identifies a theory of liability for the commission of every federal offense to which [it] applies"). The allegations in the indictment track the evidence described above in identifying Maldonado-Nieves as the source of the controversial chats with a motivation for revenge.

But they permit an inference that Diaz-Colon's attempt to extract financial concessions from Maceira was for his own benefit rather than to abet Maldonado-Nieves's attempt to do so.[26] In closing argument, defense counsel invoked the revenge theory to challenge the prosecution's depiction of Diaz-Colon's role in the events surrounding the release of the Telegram chats, asserting that "[t]his is a case about revenge, not extortion" and stating that Maldonado-Nieves "got his revenge without being paid a penny." In its rebuttal argument, the government responded to that assertion: "[T]he Defense argued this morning that this is a case about revenge. It's not." Rather, the government emphasized, "[t]his is a case about the defendant, Sixto Jorge Diaz-Colon, taking advantage of someone's anger to get money."

Because committing the crime as a principal and aiding and abetting someone else's criminal activity are both theories of liability that could support a finding of guilt on Count One, it does not matter whether the jury's verdict was premised on Diaz-Colon's attempted extortion for his own benefit or as an aider and abettor of Maldonado-Nieves. Indeed, it does not matter for sufficiency purposes if all jurors reached the same conclusion

[26] The indictment alleges, inter alia, that Maldonado-Nieves "intended to 'burn down Puerto Rico' by releasing the[] Telegram messages unless [he] received approximately $300,000" and that "DIAZ COLON would receive the payment on behalf of" Maldonado-Nieves through a corporation that DIAZ COLON owned that did not have any contracts with the government."

about his role in the attempted extortion so long as they each made factual findings that support guilt beyond a reasonable doubt. See Schad v. Arizona, 501 U.S. 624, 631-32 (1991) (plurality opinion), abrogation on other grounds recognized by, Edwards v. Vannoy, 593 U.S. 255, 265 & n.4 (2021); United States v. Ackell, 907 F.3d 67, 79 (1st Cir. 2018). As we have described, the evidence is sufficient to support either theory.

At one point in his brief, Diaz-Colon appears to argue that the jury verdict on Count One cannot stand because, in his view, the count wrongly charged both attempted extortion and aiding and abetting "the completed crime" of extortion -- a contention seemingly based on the belief that the "aiding and abetting offense . . . necessarily consists of the commission of the offense."[27] But if that is his argument, Diaz-Colon misunderstands the indictment, the evidence presented at trial, and the law. Diaz-Colon was charged in Count One with attempted extortion and with aiding and abetting that crime -- i.e., with aiding and abetting "the completed crime" of attempted extortion. The government did not suggest otherwise in presenting its case, and, as the government points out, a defendant may be found guilty of

[27] Diaz-Colon voiced this perspective to the district court in the context of asking that the verdict form contain a separate reference to the aiding-and-abetting theory.

aiding and abetting an attempt crime. See, e.g., United States v. Rodríguez, 215 F.3d 110, 116-17 (1st Cir. 2000).[28]

In sum, Diaz-Colon's culpability for attempted extortion is the same whether he acted as a principal or as an aider and abettor. The validity of the jury's guilty verdict thus does not depend on whom the jurors viewed as the instigator of the extortion attempt. So long as each juror found that Diaz-Colon was using a wrongful threat in attempting to induce Maceira to turn over property out of fear of economic harm, he would be guilty of the crime regardless of whether he was the primary extorter or merely the front man for Maldonado-Nieves.

3. The Proof of Attempt

To prove an attempt to commit a federal crime, the government must show that the defendant "'inten[ded] to commit the substantive offense' and took 'a substantial step towards its

[28] In the section of his brief addressing instructions related to Count One, Diaz Colon also states that "an attempt is not a lesser-included offense of the completed crime" and that "[a]n indictment charging attempt and the completed crime in the same count is duplicitous." See United States v. Pontz, 132 F.4th 10, 27 (1st Cir. 2025) (explaining that the bar against duplicitous counts, which "join[] in a single count two or more distinct offenses," "is meant to ensure that defendants receive notice of the crimes with which they are charged and that juries convict only when they are unanimous as to each count" (citation modified)). Accordingly, Diaz-Colon argues, "[t]he [g]overnment should have been required to elect a charge on which it was proceeding, or the [c]ourt fashion remedial jury instructions." However, as stated above, Count One alleged only attempted extortion and not a completed extortion.

commission.'" Soler-Montalvo, 44 F.4th at 8 (alteration in original) (quoting United States v. Berk, 652 F.3d 132, 140 (1st Cir. 2011)). We have described "[a] substantial step toward commission of an offense [a]s 'less than what is necessary to complete the substantive crime, but more than "mere preparation."'" United States v. Pérez-Rodríguez, 13 F.4th 1, 13 (1st Cir. 2021) (quoting Berk, 652 F.3d at 140); see also, e.g., United States v. Resendiz-Ponce, 549 U.S. 102, 107 (2007) ("As was true at common law, the mere intent to violate a federal criminal statute is not punishable as an attempt unless it is also accompanied by significant conduct."). Even if behavior could be compatible with innocence, it may be "punishable as an attempt" if it is "necessary to the consummation of the crime and . . . of such a nature that a reasonable observer, viewing [the behavior] in context[,] could conclude beyond a reasonable doubt that it was undertaken in accordance with a design to violate the statute." United States v. Rivera-Sola, 713 F.2d 866, 869-70 (1st Cir. 1983) (quoting United States v. Manley, 632 F.2d 978, 987-88 (2d Cir. 1980)).

The evidence before the jury in this case readily suffices to establish an attempt by Diaz-Colon to violate § 1951(a). The extortionate conduct alleged in Count One is the use of a wrongful threat to Maceira in an attempt to induce him to turn over property to which Diaz-Ortiz was not entitled in exchange

for protection from professional and economic harm. Diaz-Colon not only communicated the threat, but he also met twice with Maceira to present the terms of the deal and moved the plan forward between the meetings by exchanging messages with Maceira. At Il Postino, he specified the ways in which the $300,000 could be transferred and texted to Maceira the names of the two companies targeted for contract renewals. In that meeting, Diaz-Colon also said he could tell Maldonado-Nieves to accept $250,000, leaving the other $50,000 for the highest-priced influencer, so that Maceira did not "have to get 350." In response, Maceira said, "[A]nd that way you can guarantee both things," to which Diaz-Colon replied, "Exactly. Exactly."

Indeed, the jury could have found that Diaz-Colon took all necessary steps to extort Maceira and failed to complete the substantive crime only because Maceira went to the FBI instead of complying with Diaz-Colon's demands. It was therefore reasonable for the jury to conclude that Diaz-Colon attempted to extort Maceira (or aided Maldonado-Nieves in doing so). See United States v. Turner, 501 F.3d 59, 68 (1st Cir. 2007) ("While 'mere preparation' does not constitute a substantial step, a defendant 'does not have to get very far along the line toward ultimate commission of the object crime in order to commit the attempt offense.'" (quoting United States v. Doyon, 194 F.3d 207, 211 (1st Cir. 1999))).

4. Transferable Property

In Sekhar, the Supreme Court held that, to support a conviction for Hobbs Act extortion, the property extorted must be "transferable -- that is, capable of passing from one person to another." 570 U.S. at 734 (emphasis omitted). The defendant's conviction in Sekhar was based on his demand that the general counsel for the New York State Comptroller recommend an investment in exchange for the defendant's withholding disclosure of the general counsel's extramarital affair. See id. at 731. The Court held that, because the recommendation was not property that could be obtained by the defendant, the demand amounted to "coercion, not extortion." Id. at 738.

Diaz-Colon argues that the Collective Impact and Social Consulting contracts were not transferable property within the meaning of the Hobbs Act. He claims that the contracts are akin to the sought-after recommendation in Sekhar and, hence, the evidence here similarly does not support his conviction for extortion. This analogy, however, is flawed. Although Diaz-Colon asked Maceira to secure renewal of the consulting contracts, the property targeted by the extortionate threat was the plainly transferable funds that the consulting companies expected to obtain from the contracts in question. See United States v. Brissette, 919 F.3d 670, 678 (1st Cir. 2019) (stating that "a defendant may 'acqui[re]' property within the meaning of Sekhar by

directing its transfer from the victim to a party of his choosing, notwithstanding that he does not otherwise personally benefit from the transfer" (alteration in original)).

In any event, as the district court observed, Diaz-Colon's extortion conviction does not depend on the consulting contracts. See Díaz-Colón, 2023 WL 3321488, at *6. The government's evidence of the alleged attempt to obtain property through extortion most prominently and explicitly featured the demand for $300,000. That evidence included Diaz-Colon's recorded explanation at the Il Postino meeting that the payment could be made by "cash or a check" through "[a] corporation where [Maldonado-Nieves] does not appear."[29] Hence, even if Diaz-Colon's challenge to the government's reliance on the contract renewals had merit, any such error would certainly be harmless. We see no possibility that the jurors would have relied solely on that alleged component of the extortion attempt in finding Diaz-Colon

[29] As previously noted, Diaz-Colon repeatedly mentioned the $300,000 at the Il Postino meeting and stated the "cash or a check" options twice. He also referred to the $300,000 demand when telling Maceira about an exchange he had with Maldonado-Nieves that Diaz-Colon acknowledged sounded "[a]s if this were the . . . Corleone Mafia." During that exchange, after Maldonado-Nieves complained about "how they screwed my dad over," Diaz-Colon quoted him as saying, "[L]et's just change the subject because it will not be 300,000 . . . [i]t will be a million." Diaz-Colon reported to Maceira that he told Maldonado-Nieves he was "crazy" and "[i]t ain't going to happen," and Diaz-Colon also assured Maceira that "the million dollar thing[,] he is saying that sarcastically."

guilty on Count One. See, e.g., United States v. Sasso, 695 F.3d 25, 29 (1st Cir. 2012) (describing the "two barometers for measuring harmless error in a criminal case," with "[t]he stricter standard, applicable mainly to issues of constitutional dimension, requir[ing] the government to prove beyond a reasonable doubt that the error did not influence the verdict").

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We thus conclude that sufficient evidence supported the jury's finding that Diaz-Colon committed the crime of attempted extortion as charged in Count One of the indictment.

B. Count Two: Interstate Communication of an Extortion Threat

Count Two charged Diaz-Colon with violating 18 U.S.C. § 875(d), which, in relevant part, criminalizes transmitting through interstate or foreign commerce a communication that contains a "threat to injure the property or reputation of the addressee or of another" with "intent to extort . . . any money or other thing of value." 18 U.S.C. § 875(d). The government states in its brief that it accepts for purposes of this appeal that "the 'intent to extort' language in § 875(d) incorporates 'the traditional concept of extortion, which includes an element of wrongfulness,'" Appellee's Br. at 43 (quoting United States v. Jackson, 180 F.3d 55, 70 (2d Cir. 1999)), and we do likewise. A threat communicated "with intent to extort," 18 U.S.C. § 875(d), is "inherently wrongful and its transmission in interstate

commerce is prohibited by § 875(d)" when the threatener "seeks money or property to which [he] does not have, and cannot reasonably believe [he] has, a claim of right, or where the threat has no nexus to a plausible claim of right." Jackson, 180 F.3d at 71; cf. United States v. Burhoe, 871 F.3d 1, 9 (1st Cir. 2017) ("[W]e have held that 'the use of legitimate economic threats' to procure property is 'wrongful' under the Hobbs Act 'only if the defendant has no claim of right to that property' and knew as much." (quoting United States v. Sturm, 870 F.2d 769, 773 (1st Cir. 1989))).

The communication at issue in Count Two is Diaz-Colon's original chat sent on June 20, which explicitly presented a threat to the reputation of Maceira and other government officials, who, he claimed, would be "DESTROY[ED]" by Maldonado-Nieves's "STRONG EVIDENCE." The government introduced evidence that Telegram messages travel through interstate and foreign commerce, and Diaz-Colon offers no challenge to that evidence. Diaz-Colon instead argues that the June 20 message contained no extortionate demand for money "or anything else of value" and thus cannot satisfy the requirement under § 875(d) that the communicated threat be wrongful. He insists that, rather than a "true threat" of extortion,[30] the message "solely consists of legitimate

[30] We have defined a "true threat" as "one that a reasonable recipient familiar with the context of the communication would

political speech" warning of "potential political damage to the Rossello administration" and, accordingly, is protected by the First Amendment. In other words, Diaz-Colon argues that the evidence failed to show that he had the "intent to extort" required by the statute. 18 U.S.C. § 875(d).

The jurors, however, reasonably could have taken a different view of Diaz-Colon's motivation when they considered the message -- to use Diaz-Colon's own words -- "in its situational context." As the government points out, § 875(d) does not state that the demand for "money or other thing of value" must be contained within the threatening message, and a finding of extortionate intent may reasonably be supported by evidence beyond the contents of the communication. That finding is the prerogative of the jury. See, e.g., Evans v. United States, 504 U.S. 255, 274 (1992) (Kennedy, J., concurring in part and concurring in the judgment) ("The criminal law in the usual course concerns itself with motives and consequences, not formalities. And the trier of fact is quite capable of deciding the intent with which words were spoken or actions taken . . . ."); McCormick v. United States, 500

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find threatening." United States v. Nishnianidze, 342 F.3d 6, 15 (1st Cir. 2003). In explaining "true threats" of violence, the Supreme Court observed that "[t]he 'true' in that term distinguishes what is at issue from jests, 'hyperbole,' or other statements that when taken in context do not convey a real possibility that violence will follow." Counterman v. Colorado, 600 U.S. 66, 74 (2023).

U.S. 257, 270 (1991) (observing in a Hobbs Act case that "[i]t goes without saying that matters of intent are for the jury to consider").

Here, although Diaz-Colon's threatening message did not explicitly demand money or other benefits, Maceira was alarmed by what the message might be conveying implicitly. He thus asked to meet with Diaz-Colon to obtain "specifics about what the threat meant." The jury could reasonably infer from the pair's subsequent interactions, including the conversations at Musa and Il Postino, that Diaz-Colon sent the message on June 20 with an intent to extort Maceira for the $300,000 and other financial benefits later specified -- or with an intent to assist Maldonado-Nieves in doing so[31] -- and thus that the communication satisfied the elements of § 875(d). If so, the message would not be protected by the First

[31] Although Diaz-Colon asserts that "[e]vidence of aiding and abetting is nonexistent" with respect to Count Two, Maceira testified that -- according to Diaz-Colon -- Maldonado-Nieves was with Diaz-Colon when he sent the June 20 message. The transcript of the Il Postino meeting similarly indicates that the two men were together on June 20. Diaz-Colon told Maceira that Maldonado-Nieves was "right next to me and I text you." The exchange then continued:

> [DIAZ-COLON]: He was next to me. And I started to tell you, bro, this, you know. . . If you felt it as a threat, like you said to me.
> [MACEIRA]: Yes, yes.
> [DIAZ-COLON]: I was next to him. What I-- Perhaps I might have been transmitting to you his threat.

Amendment. See, e.g., United States v. Sayer, 748 F.3d 425, 433-34 (1st Cir. 2014) ("Speech integral to criminal conduct is now recognized as a 'long-established category of unprotected speech.'" (quoting United States v. Stevens, 559 U.S. 460, 471 (2010))); see also United States v. Coss, 677 F.3d 278, 289 (6th Cir. 2012) (stating that "18 U.S.C. § 875(d) criminalizes, in a clear and precise manner, extortionate threats, which are true threats, and therefore not protected speech"); cf. United States v. Hutson, 843 F.2d 1232, 1235 (9th Cir. 1988) (addressing a similar statute, 18 U.S.C. § 876, and stating that "[t]he 'intent to extort' requirement . . . guarantees that the statute reaches only extortionate speech, which is undoubtedly within the government's power to prohibit").

The evidence was therefore sufficient to support the jury's finding of guilt on Count Two.

C. Count Three: Destruction of Records

Briefly described, Count Three charged Diaz-Colon with destroying records -- the series of Telegram chats between him and Maceira that disappeared from Maceira's phone -- with the intent to impede a federal investigation, in violation of 18 U.S.C. § 1519. The government claims that Diaz-Colon knowingly deleted the Telegram messages with the intent to prevent federal authorities from using them as evidence in the extortion investigation. On appeal, Diaz-Colon seems to argue that the

government failed to prove both his knowledge of, and intent to impede, an investigation when he deleted the messages. We disagree. The evidence before the jury was sufficient to show beyond a reasonable doubt that Diaz-Colon deleted the messages with the requisite knowledge and intent.

The government's evidence permitted the jury to infer that Diaz-Colon deleted the messages while the FBI agents were at his home on July 26. As described above, that evidence included the screenshot from Maceira's phone showing blank space where messages evidently had appeared earlier, along with text on the screenshot indicating that Diaz-Colon had been active on his phone during the interview timeframe. Maceira testified that Diaz-Colon must have erased those Telegram chat messages because he (Maceira) -- the only other participant in the chats -- had not done so. In addition, FBI Agent López testified that Diaz-Colon repeatedly "manipulate[d]" his phone while being interviewed. The timing of the deletion was thus amply linked to the FBI's investigation. The jury also could reasonably infer that Diaz-Colon decided to erase the messages because, as the FBI interview progressed, he realized that the FBI was investigating his interactions with Maceira and Maldonado-Nieves -- particularly after the agents asked him to place a recorded phone call to Maldonado-Nieves.

On appeal, Diaz-Colon attempts to rebut the facts and inferences supporting the jury's guilty verdict, arguing that

López's testimony about his manipulation of the phone is "incredible, implausible, and unbelievable" because the FBI had a warrant to seize the phone and would not have allowed Diaz-Colon to tamper with it. Diaz-Colon also points out that he willingly gave agents access to his phone and password when they first arrived for the interview, allowing López "to observe [the phone's] contents and ask questions about certain text messages." According to Diaz-Colon, his compliance "establishes that [he] had nothing to hide."

These assertions, however, largely challenge the jurors' assessment of López's credibility, which is not a viable approach on appeal. As we have made clear, it is not our role to second-guess the jury's credibility judgments. See, e.g., Carmona, 103 F.4th at 93 ("We have stated that 'a defendant cannot win a sufficiency-of-the-evidence challenge by claiming . . . the witnesses against him were not credible.'" (omission in original) (quoting United States v. Maldonado-Peña, 4 F.4th 1, 54 (1st Cir. 2021))). Moreover, the jurors would necessarily view López's testimony about what transpired during the FBI interview against the backdrop of the other evidence in the case -- including Maceira's testimony and the timed screenshot apparently showing the deletion of messages.

The jury plainly heard sufficient evidence that Diaz-Colon deleted the messages and that he did so to impede the

FBI's ability to investigate whether his interactions with Maceira and Maldonado-Nieves constituted an attempt to extort Maceira.

III. Variance

Diaz-Colon claims that a prejudicial variance occurred at trial because the indictment alleged that he attempted to extort the $300,000 for Maldonado-Nieves, but the evidence presented by the government improperly and confusingly suggested that he could be found guilty for seeking the money for himself or for committing crimes other than the ones charged. In unsuccessfully seeking a mistrial in the district court, Diaz-Colon's counsel argued that the evidence created "several variances," citing testimony concerning Diaz-Colon's debts and -- to use counsel's word -- "kickbacks" in connection with government contracts.

A variance occurs when there is "a material factual difference between the crime charged in the indictment and the crime proved at trial." United States v. Rodríguez-Milián, 820 F.3d 26, 33 (1st Cir. 2016). Even when there is a variance, reversal is not required "unless 'it affects the defendant's substantial rights, i.e., the right to have knowledge of the charge sufficient to prepare an effective defense and avoid surprise at trial, and the right to prevent a second prosecution for the same offense.'" United States v. Katana, 93 F.4th 521, 530 (1st Cir. 2024) (quoting United States v. Vega-Martínez, 949 F.3d 43, 51

(1st Cir. 2020)). We review a preserved variance claim de novo. Id.

The record belies Diaz-Colon's variance claim. As the government points out, the indictment does not allege that the demand for $300,000 was necessarily for the benefit of Maldonado-Nieves. Rather, in setting forth the facts underlying the extortion charge, the indictment describes the conversation between Maceira and Diaz-Colon at Il Postino in which Diaz-Colon warned that Maldonado-Nieves wanted "approximately $300,000" to withhold release of the controversial chat messages. The indictment further reports that Diaz-Colon said he "would receive the payment on behalf of [Maldonado-Nieves]." Neither of these allegations about what Diaz-Colon told Maceira excludes the theory that Diaz-Colon was using Maldonado-Nieves's anger at the Rosselló administration for his own financial benefit -- i.e., as noted earlier, the language of the indictment is consistent with the possibility that Diaz-Colon saw an opportunity to extort Maceira for a substantial sum for himself when Maldonado-Nieves told him about the damaging chat messages he wanted to release. See supra Section II.B.2.

The variance claim premised on who would benefit from the $300,000 fails for other reasons as well. As discussed above, Count One charged Diaz-Colon with attempted extortion as either a principal or aider and abettor. No variance occurred when the

government presented evidence that would support either theory. Moreover, to prove Hobbs Act extortion, the government could establish that Diaz-Colon sought to benefit either himself or Maldonado-Nieves. See Brissette, 919 F.3d at 678-80 (holding that the "obtaining of property" requirement for Hobbs Act extortion in 18 U.S.C. § 1951(b)(2) can be satisfied in "circumstances in which the defendant is alleged to have directed the transfer of property to a third party" without "proof that the defendant received a 'personal benefit' from such a transfer").

Nor do we see error in the admission of the specific evidence that Diaz-Colon challenges as irrelevant to the charged crimes and unfairly prejudicial. The "kickback" evidence he highlights, which he appears to challenge as relevant only to a different crime, refers to his receipt of retainers from the government contracts whose renewal he sought with Maceira's help. Even if those alleged payments could support prosecution for a different crime -- and we do not say they do -- the government is not obliged to bring all possible criminal charges supported by its investigation. See Bordenkircher v. Hayes, 434 U.S. 357, 364 (1978) ("[S]o long as the prosecutor has probable cause to believe that the accused committed an offense defined by statute, the decision whether or not to prosecute, and what charge to file or bring before a grand jury, generally rests entirely in his discretion."). The evidence was plainly also relevant to show

that Diaz-Colon was trying to extract financial benefits from Maceira in exchange for protection from the threatened harm of professional and economic ruin.

Diaz-Colon's variance challenge to the evidence concerning his financial condition is similarly unavailing. Agent López testified that the FBI's first attempt to interview Diaz-Colon on the morning of July 26 was unsuccessful because the agents received no response when they knocked on his door. According to López, when they returned later in the day, Diaz-Colon explained that he had instructed his wife not to answer the door that morning because he believed the agents were either from the Internal Revenue Service concerning his tax debt or "someone who was going to seize [his] apartment because [he was] also delinquent on [his] payments." The government subsequently focused directly on Diaz-Colon's financial circumstances, asking López if he had received information about Diaz-Colon's debts in June and July 2019. López answered affirmatively, and the government then introduced evidence of Diaz-Colon's past-due mortgage payment and the amount owed on his car lease.

Like the evidence of retainers from the government contracts, this evidence about Diaz-Colon's financial strain is relevant to his willingness to participate in an alleged attempt to extort Maceira. Although Diaz-Colon's motivation to benefit himself was unnecessary to prove the extortion attempt -- as

detailed above -- evidence of his financial need was nonetheless relevant to the jury's determination of whether Diaz-Colon was committing that crime or, as he claimed, merely warning an associate about a threat from someone else.

We thus find no merit in Diaz-Colon's claim that a prejudicial variance tainted the jury's guilty verdicts.[32]

IV. Prosecutorial Misconduct

Diaz-Colon asserts two primary ways in which he contends the government committed prejudicial misconduct that entitles him to dismissal of the indictment or a new trial: (1) by suborning perjury before the grand jury and at trial, principally from Maceira,[33] and (2) by misrepresenting the condition of the

[32] In the variance section of his appellate brief, Diaz-Colon complains that the district court improperly ruled inadmissible certain documents related to his consulting company that he should have been able to use for impeachment. As the government points out, however, the court order cited by Diaz-Colon states that the admissibility of the documents "will be determined in the context of trial." Diaz-Colon does not cite any rejection at trial of a renewed attempt to admit the documents or explain how the documents would have bolstered his variance contention. We therefore do not address this undeveloped argument. See, e.g., United States v. Perez-Segura, 126 F.4th 784, 788 (1st Cir. 2025); United States v. Zannino, 895 F.2d 1, 17 (1st Cir. 1990).

[33] Diaz-Colon also makes an undeveloped claim of perjury based on differences between the trial testimony of Lydmarie Torres, the president of one of the consulting companies whose contracts Diaz-Colon discussed with Maceira, and what the grand jury transcript showed she stated there. The trial testimony concerned whether Diaz-Colon had submitted an invoice for consulting work for Torres's company, Collective Impact. At trial, Torres acknowledged that the grand jury transcript shows that she said she received an invoice from him, but at trial she said she did

recording Maceira made at the Musa meeting and, relatedly, failing to provide an enhanced version and transcript of the recorded conversation in violation of its obligations under Brady v. Maryland, 373 U.S. 83 (1963).[34]

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not. Although Diaz-Colon asserts that Torres "admitted [at trial to] having perjured herself before the grand jury on instructions of the case agents," the testimony he cites includes no such admission. During cross-examination at trial, Torres answered, "[Y]es" when asked if she had met "with the agents or prosecutors to prepare for [her] testimony." Defense counsel then asked if, "during that preparation, that representation that [Diaz-Colon] had not given an invoice was established." She answered, "Correct." Diaz-Colon fails to explain how that testimony amounts to an admission of government-sponsored perjury before the grand jury -- or at trial. Nor does he identify any prejudice from the asserted inconsistency in Torres's testimony -- which the jury knew about from the cross-examination -- and his claim is doomed on that basis as well. See United States v. Reyes-Echevarría, 345 F.3d 1, 4 (1st Cir. 2003) ("We review any challenges based on prosecutorial misconduct before the grand jury under a harmless-error standard.").

[34] Diaz-Colon also asserts that the government made a "purposeful misrepresentation" in failing to clarify Maldonado-Nieves's grand jury testimony about the call Diaz-Colon made to him on July 26, 2019, at the behest of the FBI. According to Diaz-Colon, without citation to the grand jury transcript, Maldonado-Nieves was asked "if Diaz-Colon had ever made to him an extortionate demand," and he responded by mentioning that call. Diaz-Colon argues that the government should have made clear that the FBI instigated the call, and its failure to do so "led the grand jury to indict Diaz-Colon and constitutes unethical behavior and prosecutorial misconduct."

The government makes the well-taken point that Diaz-Colon did not raise this argument before the district court and that plain-error review therefore applies. See, e.g., United States v. Matta-Quiñones, 140 F.4th 1, 12 (1st Cir. 2025). Regardless of the standard of review, however, we are not persuaded that any possible misunderstanding of the FBI's role in initiating the phone call to Maldonado-Nieves on July 26 "substantially influenced the grand jury's decision to indict," nor do we have "grave doubt that

A. District Court Decision

The district court rejected Diaz-Colon's varied claims of prosecutorial misconduct as "[f]rivolous," observing that Diaz-Colon "conflates prosecutorial misconduct with commonplace evidentiary disputes and differences of opinion." Díaz-Colón, 2023 WL 3321488, at *9.[35] The court specifically took issue with Diaz-Colon's reliance, in accusing the government of suborning perjury, on the discrepancy between Maceira's trial testimony that he told Governor Rosselló about Diaz-Colon's threatening message and the governor's statement to the FBI that he did not know about the threat. The court noted that "[w]itness recollections vary, and conflicting evidence is offered at nearly every trial," which is "why juries are empaneled to resolve factual inconsistencies." Id. The court also chastised Diaz-Colon for incorrectly claiming that, in a particular email to defense counsel, a prosecutor had characterized the Musa recording made by Maceira as inaudible, see

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the decision to indict was free from the substantial influence" of misconduct. Reyes-Echevarría, 345 F.3d at 4. We note that the indictment focused on Diaz-Colon's interactions with Maceira, and it alleged conduct that occurred between June 20 and July 19, 2019 -- before the phone call. See also id. ("All but the most serious errors before the grand jury are rendered harmless by a conviction at trial.").

[35] The district court also rejected Diaz-Colon's claim that the FBI improperly failed to provide Miranda warnings and inform him that he was an investigative target when the agents interviewed him at his home. See Diaz-Colon, 2023 WL 3321488, at *10. Diaz-Colon does not reiterate that contention on appeal and we therefore do not further address it.

id. -- although the court was mistaken on that point. The prosecutor had, in fact, referred to the "inaudibility" of the recording in a different email message than the one cited by the court.

B. Standard of Review

We review for abuse of discretion both the district court's refusal to dismiss the indictment based on prosecutorial misconduct, see United States v. Jackson, 58 F.4th 541, 554 (1st Cir. 2023), and its denial of Diaz-Colon's motion for new trial, see United States v. Tucker, 61 F.4th 194, 206-07 (1st Cir. 2023). As we shall explain, neither of the district court's decisions to reject forms of relief that are granted only "sparingly" can be characterized as beyond its considerable discretion. Id. at 207 (quoting United States v. Laureano-Salgado, 933 F.3d 20, 29 (1st Cir. 2019), referring to the grant of a new trial); see also Jackson, 58 F.4th at 554 (noting the high bar for showing that prosecutorial misconduct warrants dismissing an indictment, i.e., that "the violation substantially influenced the grand jury's decision to indict, or [that] there is grave doubt that the decision to indict was free from the substantial influence of such violations" (alteration in original) (quoting Bank of N.S. v. United States, 487 U.S. 250, 256 (1988))).

C. Discussion

As noted, Diaz-Colon's allegations of misconduct primarily involve the government's behavior concerning Maceira's recording of the Musa meeting and Maceira's testimony about the conversation that took place at that meeting. Diaz-Colon claims that the recording was essential for his defense because, as revealed by a transcript of the meeting he produced post-trial, the recording contains no reference to a request for $300,000. He views that omission as powerful evidence that he made no such demand and, as discussed below, that the government suborned perjurious testimony from Maceira at trial. We start with Diaz-Colon's allegations about the government's pretrial handling of the recording because that claim of misconduct informs our discussion of Maceira's testimony.

1. The Government's Handling of the Musa Recording

It is undisputed that the government gave the defense a copy of the Musa recording in early June 2021, more than nineteen months before the start of trial in late January 2023. Shortly before trial, defense counsel asked the government for a transcript and translation of the conversation recorded at Musa and, after being told none existed "[d]ue to the inaudibility of the recording," defense counsel asked if the government had attempted to enhance the recording. The government responded that no enhancement had been made and advised counsel that the audio file

that the government provided in 2021 would be accessible "using nearly any commercially available digital audio playe[r]." The government also offered counsel the opportunity to review the file at the FBI's office.

Diaz-Colon appears to contend that the government intentionally deceived him into believing the recording was entirely inaudible, and he complains that the government relied on that false characterization to justify its failure to provide him with a transcript and translation. He also suggests that the government must have obtained and withheld an enhanced version of the recording in violation of its obligations under Brady v. Maryland to provide the defense with all exculpatory and impeachment evidence within its possession. See 373 U.S. at 87; Giglio v. United States, 405 U.S. 150, 154 (1972) (extending Brady to impeachment evidence). After reviewing the record, however, we find no basis for concluding that the district court abused its discretion in rejecting Diaz-Colon's Brady-related misconduct claim.

Diaz-Colon's Brady argument rests in substantial part on an asserted inconsistency between the trial testimony of FBI Agent López, who said the Musa recording was audible, and the pre-trial email message from a prosecutor stating that no transcript was produced because of the recording's "inaudibility." The inconsistency here is debatable. As Diaz-Colon acknowledges based

on the enhanced recording and transcript that he procured himself,[36] the recording is only "partially audible." Indeed, his transcript reflects numerous "[u]nintelligible" comments throughout the conversation. At one point, the transcript notes that "voices are inaudible for almost three minutes."[37] Moreover, the recording and transcript end without any parting comments that would signify that Maceira and Diaz-Colon had concluded their

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[36] In a sidebar during cross-examination of Agent López, defense counsel stated that, after the government reported that the tape was inaudible, the defense consulted an expert, discovered that the "tape can be heard clearly," and sent it "to be transcribed and translated." Counsel reported that at that time -- i.e., on the sixth day of trial -- "[i]t's in the process of being done."

[37] The lengthy inaudible segment was followed by an exchange in which Maceira referred to "everything you told me, about how you can help us." The following brief excerpt, immediately following the notation about the three inaudible minutes, reflects gaps like those that appear throughout the transcript:

> [MACEIRA]: You know what's good? For you to also be seeing this.
> [DIAZ-COLON]: (Unintelligible).
> [MACEIRA]: What?
> [DIAZ-COLON]: (Unintelligible). Good (unintelligible).
> [MACEIRA]: And then, sometimes it happens to me that -- I had 233 messages in Telegram. In that little while. And sometimes it happens to me that -- in other words, perhaps there's one that I won't see . . . [ellipsis in original]
> Okay, let's talk about the other thing later.
> [DIAZ-COLON]: (Unintelligible).
> [MACEIRA]: About everything you told me, about how you can help us, etcetera [sic].

meeting, leaving ambiguity as to whether the pair continued their conversation beyond that point.

Given the quality of the recording, López's testimony that the conversation was audible and the prosecutor's statement that the government did not seek a transcription of the recording because of its "inaudibility" are both plausible depictions of the recording's condition.[38] Moreover, having listened to the recording, the prosecutors reasonably could have concluded that it would be of little use -- and thus not worth transcribing -- given its gaps; its possible end before the meeting terminated; and the more clearly recorded conversation at Il Postino, which included multiple references to the allegedly extortionate $300,000 demand. Diaz-Colon offers nothing but speculation in suggesting that the government must have secured a transcription and translation and necessarily lied when they said they did not.

Of course, regardless of whether the government saw evidentiary value in the Musa recording, it would be obliged to provide to the defense any evidence in its possession that might have exculpatory or impeachment value. Diaz-Colon insists that the government's disclosure obligation required the government to

[38] We thus disagree with Diaz-Colon's assertion in his brief, stated in bold-faced font, that "L[ó]pez'[s] trial testimony reflects the [g]overnment had possession of a clearly audible recording that was never provided to Diaz-Colon." López acknowledged that he could hear the conversation, not that the recording was clear or complete.

provide him with a transcript and translation. He provides no legal support, however, for his contention that the government's timely provision of the recording itself was inadequate. We have in fact indicated to the contrary: "Brady applies to material that was known to the prosecution but unknown to the defense." United States v. Bender, 304 F.3d 161, 164 (1st Cir. 2002) (emphasis added). At a sidebar at trial, defense counsel emphasized his pre-trial expectation that he would be receiving a transcript and translation from the government "shortly before trial." But the recording was the actual evidence, and there were no barriers -- language or otherwise -- preventing the defense from obtaining a translation and transcript earlier if they wanted to use them at trial.

In these circumstances, the district court acted well within its discretion when it rejected Diaz-Colon's claim of prosecutorial misconduct insofar as it was based on the government's interactions with the defense relating to the Musa recording.

2. Maceira's Trial Testimony

Diaz-Colon's claim that the government suborned perjury from Maceira is premised primarily on the absence of any audible reference to the $300,000 demand in the recording of the Musa meeting. Diaz-Colon contends that Maceira repeatedly testified falsely that he (Diaz-Colon) told Maceira at Musa that

Maldonado-Nieves "was asking for $300,000[] in exchange for the binder [of messages] not [to] be publicly released." Diaz-Colon also complains that the government falsely told the jury in its opening statement that the evidence -- presumably, Maceira's testimony -- would show that he had solicited that $300,000 payment at the Musa meeting and then repeated "[t]his false statement . . . on five occasions."

The Supreme Court has held for more than a half-century "that a conviction knowingly 'obtained through use of false evidence'" violates due process. Glossip v. Oklahoma, 604 U.S. 226, 246 (2025) (quoting Napue v. Illinois, 360 U.S. 264, 269 (1959)). To establish a so-called "Napue violation, a defendant must show that the prosecution knowingly solicited false testimony or knowingly allowed it 'to go uncorrected when it appear[ed].'" Id. (alteration in original) (quoting Napue, 360 U.S. at 269); see also United States v. Vavic, 139 F.4th 1, 28 (1st Cir. 2025). But Diaz-Colon cannot make that showing by relying solely on the Musa recording. As described above, the recording contains numerous "unintelligible" comments, and Maceira's statement after the three-minute inaudible segment -- "everything you told me, about how you can help us" -- is consistent with Diaz-Colon having presented the requirements for avoiding release of the chats at some point in the meeting, even if not captured by the recording. See supra Sections I.B.; II.A.I. Diaz-Colon provides no other,

probative evidence that Maceira knowingly testified falsely about the Musa meeting -- or, more relevantly, that the government was aware of any such falsity.

Moreover, even if Diaz-Colon in fact made no reference to the $300,000 at the Musa meeting, it does not necessarily follow that Maceira's testimony at trial more than three years later was knowingly false rather than a mistaken convergence of memories from his two meetings with Diaz-Colon. As noted above, Maceira acknowledged at trial that he did not report to the grand jury that Diaz-Colon had sought the $300,000 payment at Musa, and the indictment places that demand only at the Il Postino meeting.[39] Importantly, the repeated reference to the $300,000 in the recording of the Il Postino meeting negates the impact on the jury from any inaccuracy about what transpired at Musa. Even when there is knowing falsity in violation of Napue, "a new trial is required [only] if 'the false testimony could . . . in any reasonable likelihood have affected the judgment of the jury.'" Giglio, 405 U.S. at 154 (omission in original) (quoting Napue, 360 U.S. at 271); see also Glossip, 604 U.S. at 246 (noting that "a new trial is warranted so long as the false testimony 'may have had an effect on the outcome of the trial'" (quoting Napue, 360 U.S. at 272)).

[39] The indictment alleges that, at a restaurant meeting "[o]n or about June 21, 2019" -- i.e., at Musa -- Diaz-Colon asked Maceira "to help him with several government contracts through which he received compensation."

In sum, the district court did not abuse its discretion in refusing to either dismiss the indictment or grant Diaz-Colon's motion for a new trial on the ground of prosecutorial misconduct.

V. Limitation on Cross-Examination

Diaz-Colon argues that the district court violated his Sixth Amendment confrontation right when it limited his cross-examinations of López and Maceira at trial, partially on hearsay grounds. Diaz-Colon challenges, in particular, the court's exclusion of the recording of the July 26 phone call between him and Maldonado-Nieves during cross-examination of López and its refusal to allow defense counsel to question López about the contents of that call. Diaz-Colon also claims the court abused its discretion when it cut off cross-examination of Maceira on several topics.

The Sixth Amendment's Confrontation Clause "guarantees criminal defendants the right to cross-examine witnesses who testify against them." United States v. Casey, 825 F.3d 1, 23-24 (1st Cir. 2016). That right is not unlimited, however, and a district court "possesses a considerable margin of discretion to impose reasonable limits on cross-examination." United States v. Raymond, 697 F.3d 32, 40 (1st Cir. 2012). So long as "a defendant was afforded a reasonable opportunity to impeach a witness" -- a question we review de novo -- the question is whether the restrictions imposed on that opportunity abused the court's

discretion. United States v. Andino-Rodríguez, 79 F.4th 7, 17 (1st Cir. 2023) (quoting Maldonado-Peña, 4 F.4th at 31). To establish such an abuse of discretion, an "[a]ppellant must show that the limitations on cross-examination were 'clearly prejudicial.'" United States v. Sierra-Ayala, 39 F.4th 1, 19-20 (1st Cir. 2022) (quoting United States v. Rosario-Pérez, 957 F.3d 277, 297 (1st Cir. 2020)). We also apply the abuse-of-discretion standard to a district court's evidentiary rulings, including its judgments on the admissibility of evidence challenged as hearsay. Maldonado-Peña, 4 F.4th at 29; see also United States v. Colón-Díaz, 521 F.3d 29, 33 (1st Cir. 2008).

We first consider the July 26 phone call between Diaz-Colon and Maldonado-Nieves and then address the cross-examination of Maceira.

A. López Cross-Examination and July 26 Recording

Diaz-Colon claims, in essence, that the court's refusal to admit the recording of the phone call into evidence or to allow cross-examination of López on the substance of the call improperly "denied [him] the opportunity to challenge the [g]overnment's case." He insists that the call -- in which Maldonado-Nieves said that he was not interested in a $300,000 payoff, only revenge -- was essential in refuting the charges against him. Significantly, however, the district court did not entirely foreclose Diaz-Colon from presenting the call's content to the jury. Rather, it held

that the conversation was hearsay and that it could be introduced only by one of the call's participants -- i.e., Diaz-Colon or Maldonado-Nieves.

On appeal, Diaz-Colon contends the call was not being offered for its truth and thus was not hearsay. He alternatively offers a host of exceptions to the hearsay rule that he insists apply to the conversation. We conclude that none of these contentions supports overriding the district court's discretionary judgments. It is obvious that the defense sought to introduce the substance of the call for the truth of Maldonado-Nieves's statement that he was seeking revenge and nothing else -- i.e., to show that Maldonado-Nieves was not, in fact, seeking to extort Maceira, thus refuting the government's theory that Diaz-Colon was assisting him in that effort. Although the defense evidently anticipated that Maldonado-Nieves would be a government witness, which would have provided an opportunity for the defense to question him about the call and his intentions, the government's decision not to have Maldonado-Nieves testify does not transform the conversation into admissible non-hearsay. As the government points out, Diaz-Colon does not suggest that he was unable to call Maldonado-Nieves as a witness, which would have allowed introduction of the substance of the telephone call -- as the district court advised -- through the testimony of one of its participants.

As for Diaz-Colon's multiple rationales for admitting the recording or allowing cross-examination of López on its substance based on hearsay exceptions, each such contention falls short. Neither the recording nor López's testimony about what Maldonado-Nieves said during the call was admissible as a present-sense impression by López about an "event or condition . . . perceived" by him. Fed. R. Evid. 803(1). Similarly, neither type of evidence was admissible under the common-law rule of completeness, codified in Rule of Evidence 106, because no part of the conversation was introduced into evidence by the government. See Fed. R. Evid. 106; Hemphill v. New York, 595 U.S. 140, 155 (2022) (explaining that, under the common-law rule of completeness, "a party against whom a part of an utterance has been put in, may in his turn complement it by putting in the remainder" (citation modified) (quoting Beech Aircraft Corp. v. Rainey, 488 U.S. 153, 171 (1988)))). And Maldonado-Nieves's comment about the $300,000 was not admissible against the government under Rule of Evidence 801(d)(2) as an opposing-party statement because Maldonado-Nieves was not the government's agent, and the statement was thus not "made by the party's agent or employee on a matter within the scope of that relationship and while it existed," Fed. R. Evid. 801(d)(2)(D), or "made by a person whom the party authorized to make a statement on the subject," id.

at 801(d)(2)(C).[40] Diaz-Colon's remaining rationale -- that the evidence was admissible to show "the effect of the call on L[ó]pez" -- is equally without merit. That argument appears to be simply another way to claim a non-hearsay use for the evidence, a contention we have already rejected.

Finally, Diaz-Colon's inability to rely on the contents of the July 26 call did not deny him an adequate opportunity to cross-examine López in violation of his Sixth Amendment right to confrontation. Diaz-Colon appears to say that the phone conversation was essential not because it would impeach any specific direct testimony of López, or his credibility more generally, but because it would undermine the premise of one important theory of the government's case -- that he was aiding and abetting an extortion attempt by Maldonado-Nieves. Yet, if Diaz-Colon in fact believed the phone call had such significance for his defense, he had the opportunity to introduce it through one of the participants.

[40] To the extent Diaz-Colon is arguing that his portion of the conversation was admissible under Rule 801(d)(2)(C) or (D) because he was acting as the government's agent in placing the call to Maldonado-Nieves and that Maldonado-Nieves's portion of the conversation was therefore admissible to complete the context, we decline to consider that contention. As the government notes, Diaz-Colon did not present this argument to the district court, and he has not shown that the exclusion of the evidence amounted to plain error. See Matta-Quiñones, 140 F.4th at 12.

As the government points out, moreover, the usefulness of the July 26 call to Diaz-Colon's defense is questionable. Maldonado-Nieves's statement in the phone call that he had no interest in the $300,000 does not negate the possibility that Diaz-Colon by that time -- or originally -- had been seeking to extort Maceira for his own benefit. Moreover, despite the district court's refusal to allow explicit testimony from López about the phone call, the jurors knew that the call had been made at the government's request, and defense counsel used its omission from the prosecution's evidence to his client's advantage. His closing argument included the following insinuation that the phone call supported the defense case: "[T]he record is clear that a recording was made of the July 26th conversation with Raulie, and you should take into consideration that fact. The tape existed, and they did not present it in evidence. You make the inferences that you want to make, okay."[41]

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[41] Earlier in his closing, immediately after noting that the FBI had asked Diaz-Colon to call Maldonado-Nieves, defense counsel stated:

> He called Raulie Maldonado. Interesting, because, let me say something: What is presented in evidence is important, but what is also important is evidence that you are made aware exists that is not presented in evidence by the [g]overnment.

The government objected, but the court allowed the comment. Defense counsel then stated, "What they knew about that they did

Hence, even if there had been a proper basis for allowing admission of the recording or López's testimony on its contents, the district court's contrary judgment would not be vulnerable on appeal. Given the limited probative value of Maldonado-Nieves's disclaimer of a financial interest, and Diaz-Colon's ability to cast doubt on the prosecution's case simply by referring to the phone call's absence from evidence, Diaz-Colon has not "show[n] that the limitations on cross-examination were [so] 'clearly prejudicial'" that the district court abused its considerable discretion in its rulings on the phone-call evidence. Sierra-Ayala, 39 F.4th at 19-20 (quoting Rosario-Pérez, 957 F.3d at 297).

B. Maceira Cross-Examination

Diaz-Colon claims the district court erred in limiting cross-examination of Maceira on four topics: (1) whether Maceira had falsely denied to the press that he was included in the controversial chat messages, (2) whether he was fired or resigned from his position in the administration, (3) whether his recording of the Musa meeting was unlawful because it was made without Diaz-Colon's knowledge and consent, and (4) whether Maceira was concerned that he would be arrested following the arrest of other members of the Rosselló administration. In his brief, however,

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not present to you," to which the government again objected. The court sustained that objection.

Diaz-Colon presents no developed argument on why these limitations were prejudicial, other than to say these subjects were "permissible cross[-]examination" relevant to credibility and that "[a] reasonable jury might have a received a significantly different impression of the [g]overnment's case had [Diaz-Colon]'s [c]ounsel been permitted to pursue his proposed lines of cross-examination."

This cursory treatment is inadequate to present the issue for our review. See, e.g., Vavic, 139 F.4th at 35 (invoking "the familiar rule 'that issues adverted to in a perfunctory manner, unaccompanied by some effort at developed argumentation, are deemed waived'" (quoting United States v. Zannino, 895 F.2d 1, 17 (1st Cir. 1990))). Although we thus decline to examine Diaz-Colon's four complaints in detail, we note that we agree with the government that none has merit. All involve topics collateral to Diaz-Colon's guilt or innocence, and he had ample opportunity to challenge Maceira's credibility on other, more pertinent grounds. See supra Section II.A.1. Accordingly, there was no abuse of discretion, or violation of Diaz-Colon's Sixth Amendment right to confront witnesses, in the "limitations the trial court imposed on that opportunity." Casey, 825 F.3d at 24.

VI. Jury Instructions

Diaz-Colon asserts on appeal that the district court improperly rejected five requests he made for changes or additions

to the court's proposed jury instructions. We address below four of his objections. The fifth involves his claim that the jury should not have been allowed to consider the contract renewals as an element of the alleged extortionate scheme because, according to the defense (and as discussed above), the contracts did not qualify as transferable property under the Hobbs Act. When defense counsel raised that concern, however, the district court advised him to object during the government's closing if he believed the government had used the contracts improperly. The attorney neither objected nor requested a clarifying instruction after the government referred to the contracts in its rebuttal argument. Given that acquiescence, and in light of our discussion of the Sekhar argument on the merits, see supra Section II.A.4, we see no need to revisit the contract issue in the context of the jury instructions. Cf. United States v. Noah, 130 F.3d 490, 496 (1st Cir. 1997) ("It is settled in this circuit that, when the district court tentatively denies a pretrial motion in limine, or temporizes on it, the party objecting to the preliminary in limine determination must renew his objection during the trial, and the failure to do so forfeits any objection.").

As we shall describe, three of the four remaining claims of instructional error involve the district court's denial of an instruction. "To prevail on a claim of failure to give a requested instruction, the requesting party must show that the omitted

instruction was integral to an important part of the case and its content was legally correct and not otherwise substantially covered by the instructions as given." United States v. Rodriguez, 115 F.4th 24, 46 (1st Cir. 2024) (citation modified). We review such a claim de novo. See id. Diaz-Colon's remaining assertion of instructional error, which challenges the substance of an instruction that was given, is subject to "a split standard: we consider de novo whether the instruction correctly stated the law, while we review for abuse of discretion whether the instruction tended to confuse or mislead the jury on the controlling issues." United States v. Cantwell, 64 F.4th 396, 409 (1st Cir. 2023) (citation modified); see also, e.g., United States v. Goris, 876 F.3d 40, 46-47 (1st Cir. 2017) ("A reviewing court is tasked with examining whether [the] instructions, taken as a whole, show a tendency to confuse or mislead the jury with respect to the applicable principles of law." (citation modified)).

A. The "Substantial Step" Instruction

For Count One, which charged attempted extortion, defense counsel asked the court to add to its instruction that "[m]ere conversations or contemplation to commit the offense, without more, cannot form the basis for a conviction for attempt." Counsel maintained that "clearly, it is not an attempt to merely have a conversation that goes nowhere" and similarly argued that "[i]f I contemplate committing a crime, but I don't do that extra

step, affirmative step that shows that I want to commit the crime, then that is not an attempt." The prosecutor opposed the addition, asserting, "I don't think anyone in this courtroom can reasonably respond on a threats case that the mere language and speaking is not a substantial step in the perpetration of those crimes, including an attempt." After the prosecutor argued that the proposed language would be "highly confusing," defense counsel countered that "it's clarifying because the mere conversation or mere contemplation of committing a crime is not confusing."

The district court denied the defense's request, noting that "the 'attempt' language" it chose tracked the First Circuit's pattern instruction.[42] The court gave the following instruction on the meaning of "substantial step":

> A "substantial step" is an act in furtherance of the criminal scheme. A "substantial step" must be something more than mere preparation, but less than the last act necessary before the substantive crime is completed.[43]

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[42] We have noted that pattern jury instructions provide an "informal guide" for trial courts but do not "curtail the wide discretion enjoyed by a district court to instruct in language that it deems most likely to ensure effective communication with jurors." United States v. Basilici, 138 F.4th 590, 601 (1st Cir. 2025) (citation modified).

[43] This is the exact language in the pattern instructions for district courts within the First Circuit. See Pattern Criminal Jury Instructions for the District Courts of the First Circuit § 4.18.00, at 87 (2024), https://perma.cc/QXC5-5TYP.

Because Diaz-Colon argues that the district court erred in refusing to add language to its instruction on "substantial step," we view this challenge as "a claim of failure to give a requested instruction" subject to de novo review. Rodriguez, 115 F.4th at 46. Diaz-Colon has not made the requisite showing of error. Although he contends that the instruction was necessary to clarify that an attempt conviction requires more than "[m]ere conversations or contemplation," we agree with the government that the requested reference to conversations would be more confusing than illuminating -- and arguably incorrect -- where, as here, the crime at issue is based on communicated threats.[44] See, e.g., United States v. Marsh, 26 F.3d 1496, 1501-02 (9th Cir. 1994) (stating that the defendant's threatening "phone calls are unequivocal and substantial steps in furtherance of the extortion attempt"); cf. Pérez-Rodríguez, 13 F.4th at 15 (stating that a rational jury could find that the defendant's communications and "subsequent arrival at [a] meeting he arranged . . . constituted a substantial step" toward committing a crime premised on eliciting

[44] To the extent Diaz-Colon was seeking through the instruction to minimize the significance of his text exchanges with Maldonado-Nieves or conversations between them that he reported to Maceira -- rather than addressing his conversations with Maceira -- Diaz-Colon did not make that objective clear. Regardless, any such communications plainly would be covered by the court's instruction that "mere preparation" would not be a substantial step "in furtherance of the criminal scheme."

a response from a victim).[45] The request to expressly exclude "mere contemplation" of committing a crime as a substantial step was wholly unnecessary given the instruction that "something more than mere preparation" was necessary.

In sum, the district court did not err in refusing to adopt Diaz-Colon's proffered alternative to the instruction on "substantial step." His proposed language could have introduced unnecessary confusion on the nature of an attempt to commit extortion, and the court's instruction "substantially covered" the important caveat that simply planning a crime -- or even preparing to commit one -- does not suffice to support a finding of criminal attempt. Rodriguez, 115 F.4th at 46 (quoting Shervin v. Partners Healthcare Sys., Inc., 804 F.3d 23, 47 (1st Cir. 2015)).

B. Aiding-and-Abetting Instruction

The objection that Diaz-Colon makes to the district court's aiding-and-abetting instruction is difficult to discern and thus arguably insufficiently developed to warrant our attention. However, we choose to follow the government's lead in

[45] Although the defendant in Pérez-Rodríguez "arranged" the referenced meeting, see 13 F.4th at 15, and Diaz-Colon met with Maceira at Maceira's request, we see little significance to that factual difference in the context of this case. A rational jury could conclude that Diaz-Colon's message was intended to, and did, prompt the meetings between him and Maceira for the purpose of discussing how Maceira could avoid the threatened harm. On that basis, a rational jury could have found that Diaz-Colon's meetings with Maceira, in combination with his communications, amounted to a substantial step toward committing extortion.

generously construing the issue as a claim that the court should have given a specific unanimity instruction -- i.e., advising the jurors that they needed to all agree on the theory of criminal liability -- because Counts One and Two were duplicitous in charging both principal and accomplice liability. But the premise of that contention is flawed. As discussed above, see supra Section II.A.2, the government may properly charge in a single count both principal and aiding-and-abetting liability as alternative theories for proving criminal responsibility for the crime of attempted extortion in violation of the Hobbs Act. The government similarly could rely on both theories for Count Two's charge that Diaz-Colon transmitted a threatening communication in violation of 18 U.S.C. § 875.

Hence, Counts One and Two were not duplicitous in alleging Diaz-Colon's culpability as either a principal or aider and abettor. And the district court's instructions accurately presented the alternative theories:

> You may find the defendant guilty of the offenses charged in Count One (attempted extortion) and Count Two (interstate extortion communication) of the indictment without finding that he personally committed each of the acts that make up the crimes or that he was present while the crimes were being committed. Any person who in some way intentionally participates in the commission of a crime can be found guilty either as an aider and abettor or as a principal offender. It makes no difference which label you attach. The person who aids and abets to commit a crime

> is as guilty of the crime as he would be if he had personally committed each of the acts that make up the crimes.

The court then went on to explain what it means to aid and abet, and it detailed the elements the government must prove to establish aiding and abetting.[46]

Diaz-Colon has thus identified no error in the court's aiding-and-abetting instructions.

C. Omission of "Wrongful" in Instructions Defining "Threat"

In the section of his brief titled "Summary of Argument," Diaz-Colon asserts that the district court erred when it "refus[ed] to include the word 'wrongful' as part of the definition of 'threat' in its instructions to sustain counts One and Two of the indictment." He further argues in his summary that the court's failure "to categorize a 'threat' as being 'wrongful' to convict [allowed] the jury . . . to consider legitimate First Amendment expressions as a crime."

Despite previewing this argument in his summary, Diaz-Colon did not substantively address the omission of "wrongful" in the section of his brief devoted to instructional

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[46] The court also provided a general unanimity instruction:

> Any verdict must represent the considered judgment of each one of you. In order to return a verdict[,] it is necessary that each juror agree to it. In other words, your verdict must be unanimous.

errors. Instead, as part of a longer excerpt of defense counsel's colloquy with the district court on various jury instructions, he reproduced counsel's argument that the instruction on the Hobbs Act charge -- the crime alleged in Count One -- needed "to distinguish between wrongful threats and legitimate threats" and that, "as to [the] Hobbs Act, before the word 'threat,' you should always put 'wrongful' threat."

Although once again we could bypass this assertion of error as undeveloped, see Vavic, 139 F.4th at 35, we instead explain briefly why it is unavailing. The key flaw in Diaz-Colon's argument concerning Count One is that the district court's instructions did in fact advise the jurors that they needed to find a wrongful threat. The court explained that, to find the defendant guilty on Count One, the jury needed to conclude that the government had proven three elements beyond a reasonable doubt:

> First, that the defendant knowingly and willfully attempted to obtain property from a person;
>
> Second, that the defendant did so by means of attempted extortion;
>
> Third, that the attempted extortion affected interstate commerce.

The court then elaborated on those requirements and, among other information, provided a definition of extortion:

> "Extortion" means obtaining property from another person with his or her consent, but where that consent is obtained by wrongful use

> of actual or threatened fear. Defendant must know that he was not legally entitled to the property.

(Emphasis added.) And, when subsequently referring specifically to the elements of the attempt charge, the court stated that, "to prove the crime of attempt to extort as charged in Count One of the indictment, the [g]overnment must prove . . . that the defendant intended to commit the crime of extortion" -- i.e., that, consistent with the court's just-given definition of "extortion," he used a threat wrongfully.

Thus, not only did the district court use the word "wrongful" in its definition of "extortion," but it also specifically included the knowledge element -- i.e., that he knew "he was not legally entitled to the property" -- that made the demands for property wrongful. See Sturm, 870 F.2d at 773-74. By contrast, in United States v. Jackson, where the court found erroneous "the district court's instruction to the jury on the meaning of 'extort' as that term is used in § 875(d)," the instruction stated "simply that 'to extort means to obtain money or a thing of value from another by use of threats to reputation.'" 180 F.3d at 71.[47] In identifying the problem with that instruction,

[47] Although the Second Circuit's discussion concerned charges under 18 U.S.C. § 875(d), see Jackson, 180 F.3d at 65-71, the court -- as noted above -- equated the understanding of "intent to extort" in that provision with the meaning of extortion under other provisions, including the Hobbs Act, 18 U.S.C. § 1951, see id. at 67-70.

the Second Circuit noted that "[t]he court gave no other explanation of the term 'extort' and did not limit the scope of that term to the obtaining of property to which the defendant had no actual, or reasonable belief of, entitlement." Id. Here, the instruction clearly advised the jurors that, to find the threat underlying the extortion charge wrongful, they needed to find that Diaz-Colon "kn[e]w that he was not legally entitled to the property" he attempted to obtain.

As for Count Two -- which charged "Interstate Extortion" by means of Diaz-Colon's original message to Maceira -- Diaz-Colon is correct that the district court's instructions more than once referred to a "threat" without prefacing it with the adjective "wrongful" or explaining the "wrongfulness" aspect of the intent-to-extort element of 18 U.S.C. § 875(d). The government appears to acknowledge that the court erred in failing to "instruct[] the jury on a wrongfulness requirement as to Count Two" but asserts that the error was harmless. Accepting that the instruction was flawed, we agree that its imprecision was harmless in this case given the instructions as a whole and the evidence.

First, the instructions on Count Two specified the need to find an extortionate purpose for the communication:

> In Count Two of the indictment, the defendant is accused of transmitting a threat in interstate or foreign commerce. It is against federal law to transmit any communication in interstate or foreign

> commerce that contains a threat to damage the reputation of another person. For you to find the defendant guilty of this crime, you must be convinced that the [g]overnment has proven each of the following things beyond a reasonable doubt:
>
> First, that the defendant knowingly sent a message in interstate or foreign commerce containing a true threat to damage the reputation of another person; and
>
> Second, that the defendant did so with the intent to extort money or something else of value to the defendant.

(Emphasis added.)

The court should have prefaced each reference to "a threat" in the Count Two instructions with the modifier "wrongful" or reiterated that, to find that Diaz-Colon had an "intent to extort money or something else of value," the jury needed to find that he had no "claim of right to the property" sought by means of the threatening communication. Sturm, 870 F.2d at 773; see also Jackson, 180 F.3d at 71. However, we are satisfied that the court's instructions overall, on the record before us, did not allow the jurors to reach a guilty verdict on Count Two without finding all required elements of § 875(d). See, e.g., Jones v. United States, 527 U.S. 373, 391 (1999) ("Our decisions repeatedly have cautioned that instructions must be evaluated not in isolation but in the context of the entire charge."); Katana, 93 F.4th at 533 (same).

The court told the jurors they needed to find that the defendant's communication was sent with an extortionate intent. The court had just provided the definition of "extortion" quoted above -- specifying the requirement that the "[d]efendant must know that he was not legally entitled to the property" sought. Having been given that definition of extortion, the jurors would understand that the reference to "the intent to extort" in the Count Two instructions required them to find that the defendant knew he lacked a legal entitlement to the targeted property.[48] The instructions on Count Two also explained that "[t]o act with 'intent to extort' means to act with the purpose of obtaining money or something of value from someone who consents because of the true threat," and the court defined "[a] 'true threat' [as] a serious threat, not idle talk, a careless remark, or something said jokingly, that is made under circumstances that would place a reasonable person in fear of damage to his or her reputation, or damage to another person's reputation." Together, these instructions told the jurors that a guilty verdict on Count Two required them to find that Diaz-Colon made a serious threat of harm to Maceira that was intended to extract money to which Diaz-Colon had no legal entitlement.

[48] In the trial transcript, the court's full set of instructions spans roughly twenty-two pages. The "intent to extort" instruction appears about two pages after the definition of "extortion."

Moreover, as the government argues, we see no possibility that the jury, having convicted Diaz-Colon on Count One, would find that the communicated threat alleged in Count Two was not wrongful within the meaning of § 875(d). In reaching a guilty verdict on Count One, the jurors necessarily found -- as required by the court's instructions on that count -- that Diaz-Colon attempted to obtain property through the "wrongful use of actual or threatened fear" and that he knew he "was not legally entitled to th[at] property." Diaz-Colon did not claim at trial, in his post-trial motions, or on appeal that he had a "plausible claim of right" to the $300,000 or other funds sought. Jackson, 180 F.3d at 71. Rather, as the government points out in its brief, "[h]is defenses were that he was passing along a message from Maldonado-Nieves and warning his friend (Maceira) about the potential release of damaging information, and that he did have the means of extorting Maceira because Maldonado-Nieves was the one who possessed the damaging chat messages." Appellee's Br. at 111 (citation omitted).

Finally, as described above in our discussion of Diaz-Colon's sufficiency challenge to the jury's verdict on Count Two, the evidence that Diaz- Colon sent the message on June 20 with an intent to extort can fairly be described as "overwhelming" given the conversations at Musa and Il Postino, among other interactions between the two men after Diaz-Colon sent the

threatening message. See United States v. López-Soto, 960 F.3d 1, 8 (1st Cir. 2020).

Hence, even though the Count Two instructions did not explicitly include reference to, or explanation of, a "wrongful" threat, we think it clear beyond a reasonable doubt that, if such language had been included, the jury still would have returned a guilty verdict on that count. See Neder v. United States, 527 U.S. 1, 15 (1999) (holding that a jury instruction that omits an element of an offense can be found harmless where "it appears beyond a reasonable doubt that the error complained of did not contribute to the verdict obtained" (citation modified) (quoting Chapman v. California, 386 U.S. 18, 24 (1967))); United States v. Pullman, 139 F.4th 35, 47 (1st Cir. 2025) (noting that the Supreme Court "extend[ed] harmless-error review to a jury instruction that erroneously omitted an element of the offense").

D. Instruction to Disregard "Attempt" Language for Counts Two and Three

Diaz-Colon argues that the district court erred in refusing to instruct the jury that Counts Two and Three in the indictment -- in contrast to Count One -- do not allege attempt crimes. Such an instruction was necessary, he asserts, because the indictment's allegations for Counts Two and Three incorporated a section of the indictment specific to Count One that contained the following subheading: "Diaz-Colon attempts to extort additional money from [Maceira] to prevent the release of

additional Telegram messages." Diaz-Colon argued to the district court that "this language is unfairly prejudicial to the defendant because it is misleading the jury into thinking that the offense conduct of Count[s] Two and Three includes an attempt, which is not part of these offenses."

This claim of instructional error is unavailing for multiple reasons. First, the language Diaz-Colon cites was not, in fact, incorporated into Counts Two and Three. Although the text of each Count includes a paragraph stating that "[t]he allegations in paragraphs 1 through 18 of this Indictment are realleged and incorporated herein by reference," the targeted subheading is not within any of the incorporated paragraphs. It appears between paragraphs 11 and 12.

Second, we see no likelihood of misunderstanding by the jury concerning the theory of liability for Counts Two and Three. The jurors had a copy of the indictment during their deliberations. As the government points out, "[t]he sub-heading contained only a factual allegation, not language charging attempt as a legal offense." By contrast with Count One -- which bears the heading "Attempted Extortion" -- Counts Two and Three are labeled as completed crimes: "Interstate Extortion" for Count Two, and "Destruction, Alteration, or Falsification of Records in a Federal Investigation" for Count Three. Third, the court instructed the jury on the elements of completed crimes for Counts Two and Three.

Fourth, and finally, the evidence presented at trial supported the theory that Diaz-Colon had committed those crimes and not merely attempted them.

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Diaz-Colon has thus failed to show error in any of the instructions he challenges.

VII. Conclusion

Having found no basis for reversing or vacating the jury's verdicts, we affirm the judgment of guilt on each count.

So ordered.

APPENDIX B

APP B COURT ORDER DKT 384 RULE 29 & 33 .pdf

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

UNITED STATES OF AMERICA, **Plaintiff,** **v.** SIXTO JORGE DÍAZ-COLÓN, **Defendant.**	**Criminal No.** 21-017 (FAB)

OPINION AND ORDER

BESOSA, District Judge.

Before the Court is defendant Sixto Jorge Díaz-Colón ("Díaz")'s motion for judgment of acquittal pursuant to Federal Rule of Criminal Procedure 29 ("Rule 29"). (Docket No. 384.) Díaz also moves for a new trial pursuant to Federal Rule of Criminal Procedure 33 ("Rule 33"). Id. For the reasons set forth below, Díaz's motions are both **DENIED**.

I. Introduction[1]

On July 4, 2019, media outlets released a trove of disparaging and profanity-laced Telegram messages involving former Puerto Rico Governor Ricardo A. Rosselló ("Rosselló") and his associates.

[1] The Court recites the facts in the light most favorable to the verdict. See United States v. Padilla-Galarza, 990 F.3d 60, 70 (1st Cir. 2021) (observing that "when reviewing a motion for judgment of acquittal, all facts must be taken in the light most favorable to the government.") (citation omitted).

(Docket No. 1 at p. 3.)[2] The content of these messages galvanized mass protests and a political maelstrom. Rosselló announced his resignation on July 24, 2019, calling for "citizen reconciliation." Patricia Mazzei, *et al.*, "Ricardo Rosselló, Puerto Rico's Governor, Resigns After Protests," New York Times (Jan. 24, 2019) (available at https://www.nytimes.com/2019/07/24/us/rossello-puerto-rico-governor-resigns.html) (last visited June 16, 2022). Díaz learned of the Telegram messages before they became public, providing leverage against the Rosselló administration.

Anthony Maceira served as the Executive Director of the Puerto Rico Ports Authority and the Secretary of Public Affairs. (Docket No. 316 at pp. 66-67.) He testified during the United States' case-in-chief, informing the jury that Díaz demanded, *inter alia*, $300,000.00 to prevent the publication of the Telegram messages. The extortionate demands to Maceira transpired in June and July 2019, at meetings where Díaz presented the problem (*i.e.* the son of a disgruntled government official in possession of incendiary messages), and its solution (*i.e.* hush money, renewal of government contracts, and funds to purchase favorable media coverage).

[2] 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." (Docket No. 1 at p. 2.)

As the "face and the voice of the Government," Maceira interacted with "media people, reporters, [and] analysts . . . to coordinate interviews." Id. at pp. 72 and 79. Díaz produced a "political analysis program" on FM radio. Id. at p. 91. This program featured Maceira as a guest panelist on "multiple occasions." Id. at p. 93. Díaz sent Maceira a "secret" Telegram communication on June 20, 2019, however, deviating from their otherwise "friendly" and "courteous" relationship. Id. a pp. 93-97.[3]

A. The June 20, 2019 Telegram Message

On June 20, 2019, Maceira reported to the governor's residence and executive office, known as La Fortaleza. Id. at p. 96. He received the following Telegram message from Díaz:

> Man, if Fortaleza doesn't stop fucking with Raúl Maldonado, RAÚL MALDONADO'S SON HAS STRONG EVIDENCE TO FUCK THIS ADMINISTRATION STARTING WITH RICARDO ROSSELLÓ. According to Raulie 'son of RM,' you and Fortaleza are the ones who are behind this firepower against Raúl Maldonado. I tell you brother, RAÚL'S SON IS GOING TO DESTROY YOU ALL AT OTHER LEVELS. I don't know what you are going to do. But if they don't stop THE POPULARES ARE GOING TO BE IN POWER FOR 30 YEARS. STOP THIS. This is crazy. I have a friend who is a close friend of RM's son, and they want to see me to deliver hard evidence to me and other media. This administration is fucked. I need to stop this.

[3] A "secret chat" on Telegram "notifies [the sender] if the other user takes a screen shot or a picture of the screen." Id. at p. 94. Messages sent with a self-destruct timer disappear automatically from a group chat. Id.

Id. at p. 99; see Trial Ex. 7-T. Maceira perceived this overture as a threat, saving the message to the "notes" application on his cellular phone to circumvent the "self-destruct timer" on Telegram. Id. at p. 98.

Governor Rosselló had appointed Raúl Maldonado-Gautier ("Maldonado-Gautier") to serve as the Secretary of Treasury. Id. at p. 101. Hours before Maceira received Díaz's secret message, the Puerto Rico press reported that the FBI commenced an investigation into alleged misconduct at the Treasury Department. Id.

Maceira had no knowledge of the "evidence" Díaz referred to in the secret message, or of how this material might destroy the Rosselló administration. Id. at p. 105. He informed the governor and his chief of staff of the threat. Id. at p. 106. Díaz and Maceira agreed to meet the next day at Musa, a restaurant in Santurce, Puerto Rico. Id. at p. 107.

B. The June 21, 2019 Meeting

When Maceira referred to the threat from the previous day, Díaz stated "[w]ell, what I am seeing is going to destroy you." Id. at p. 114. Díaz explained that Maldonado-Gautier's son, Rául Maldonado-Nieves ("Maldonado-Nieves," or "Raulie"), "was right next to [him] when he was texting [Maceira]" and was "pissed at what was happening with his father." Id. at p. 118. Subsequently,

Díaz apologized for the threat. Id. at p. 115. Maceira dismissed this apology, however, describing the interaction as a "gangster style" ultimatum: "[If] you don't do X," then "I [will] do Y. Don't make me do that." Id. at p. 116.

Díaz revealed that Maldonado-Nieves possessed a "binder full of devastating information," including conversations between Governor Rosselló and members of his cabinet. Id. at p. 118. For example, the chats referred to the president of the Senate as an "asshole," cited evidence demonstrating that Attorney General Wanda Vázquez-Garced failed to investigate an advisor in the Rosselló administration, and that "one of the guards [at Fortaleza] [. . .] supposedly [had] evidence that [this adviser's] husband would bring marijuana to Ricardo [Rosselló] at the governor's mansion." Id.; Docket No. 319 at p. 53. Díaz also stated that Maldonado-Nieves "was looking into some information regarding [Maceira] and the Ports Authority." (Docket No. 316 at p. 119.)

According to Díaz, Maldonado-Nieves "asked for $300,000 in exchange for the binder not being released." Id. at p. 121. In addition to this demand, Díaz suggested that the Rosselló administration allocate funds to advertise government initiatives during a news segment produced by Díaz. Id. He also requested that Maceira assist him "in renewing two specific contracts that he had with the Government for social innovation." Id. at p. 123.

Maceira testified that Díaz was "flexing," namedropping "influential people" in the media whom "he controlled." Id. at pp. 126-27.

Díaz and Maceira ended the meeting, but agreed to "keep in communication." Id. at p. 128. According to Maceira, Díaz "doubled down on the threat, [. . .] he had flexed his power to show me how serious the threat was, and that he was extorting me for money in exchange for that threat not to become a reality." Id. Maceira recorded the conversation during the June 21 meeting on his cellular phone. See Trial Ex. 3-T. The United States presented an audio tape of this recording and a corresponding English translation at trial. Id.

Following the meeting at Musa, Maceira briefed Governor Rosselló. Id. at p. 131. The governor urged Maceira to "go to the authorities," and to confer with Héctor Pesquera ("Pesquera"), a retired FBI agent and the former Puerto Rico Secretary of Public Safety. Id. at p. 132. Four days later, Maceira met with Pesquera in Fort Lauderdale, Florida. Id. Pesquera referred Maceira to the FBI San Juan Field Office. Id. at p. 34.

C. Publication of the Telegram Chats

Maldonado-Gautier appeared on Díaz's radio program on June 24, 2019, alluding to the Rosselló administration Treasury Department as an "institutional mafia." Id. at p. 153. That same

day, Governor Rosselló removed Maldonado-Gautier from office. Id. at p. 133. Maldonado-Nieves publicly criticized Governor Rosselló for his father's termination. Id. at p. 136.

Francisco Parés ("Parés") replaced Maldonado-Gautier as the Secretary of Treasury. Id. at p. 138. The Puerto Rico legislature voted to confirm Parés on July 8, 2019. Id. at p. 139. During this confirmation proceeding, the first excerpt of the Telegram chats appeared in the public domain. Id. These chats "caused grave concern" for Maceira. Id. at p. 142. On the following day, the press released a second set of chats. Id. at pp. 144-45. On July 13, 2019, "889 pages of the Telegram chats were released." Id. at p. 149. This publication resulted in "total chaos" on the island. Id. at p. 150.

The next day, July 14, 2019, Díaz sent Maceira "another secret message . . . to see if he had a way to help." Id. at p. 155. Maceira met with FBI agents on July 15, 2019 to discuss the prospect of "becoming a witness." Id. at p. 157.

D. The July 16, 2019 Meeting

On July 16, 2019, Díaz and Maceira met at Il Postino, a restaurant in Miramar, Puerto Rico. Id. at p. 165. Just hours before this meeting, Díaz texted Maceira the following:

> I will always remember that [during the June 21 meeting] I warned you not to fire [Maldonado-Gautier] because we were going to get hit by a wave of shit. In that moment, all this had not happened. Now if they see me with you, they will say that I am indeed working for you. Listen to me. I have not lived 80 years by sitting on my hands.

Id. at pp. 166-67. The FBI provided Maceira with three devices to record his conversation with Díaz at Il Postino. Id. at p. 170. The jury listened to an enhanced audio recording of this conversation, and reviewed transcripts of the corresponding English translation. Id. at p. 12.

Díaz explained that Maldonado-Nieves obtained the Telegram chats from his father's phone. (Docket No. 319 at p. 24.) He also stated that the public presumed that Maldonado-Gautier "had leaked the 889-page chat," but "it was actually Raulie." Id.

Díaz reiterated that had Maceira "listened to him, the [Rosselló administration] wouldn't be" in political turmoil. (Docket No. 316 at p. 175.) The release of the Telegram chats lit a "fire" in Puerto Rico. Id. a p. 184. During this second meeting, "the arsonist [,Díaz, offered] to be the firefighter." Id.

1. Díaz's Demand for $300,000

The 889-page chat had been leaked and was already public. But Díaz informed Maceira that Maldonado-Nieves possessed "[a]dditional chats that could be scandals." (Docket No. 319 at p. 44.) These chats were "not in the 889 pages" previously

released to the public. Id. at p. 49. Maldonado-Nieves withheld the additional chats to "make everyone shit their pants," implementing a "strategy to keep the [Rosselló administration] scared." Id. at p. 50.

Maceira asked Díaz directly, "[how] the hell can we guarantee that [the additional chats don't] come out?" (Docket No. 319 at p. 54.) Díaz answered unambiguously: Maldonado-Nieves "want[ed] 300,000 cash or check," payable to a corporation owned by "someone of trust." Id. at pp. 58 and 86-87. This payment would "guarantee to [Maceira] that [Maldonado-Nieves would] stop being a pain in the ass." Id. at p. 92.

2. The Renewal of Two Government Contracts

Díaz also informed Maceira that "he needed assistance with getting [two contracts] renewed." Id. at p. 68. The "Collective Impact" and "Social Consulting" corporations had hired Díaz as a consultant for a "monthly retainer of $4,000." Id. at pp. 70, 107, and 121. These corporations entered into service agreements with the Puerto Rico government. (Docket No. 328 at p. 62.) Secretary of Treasury Parés suspended these contracts, however, requiring Díaz and his associates to "present a report explaining why the hell that . . . shit was needed." (Docket No. 319 at p. 69.) Díaz also demanded that Maceira "use [his] position as Secretary of Public Affairs to intervene with the Secretary of

Treasury to ensure that [Parés] would pay [pending] invoices" related to the two contracts. (Docket No. 316 at p. 170.) In exchange for Maceira's assistance, Díaz pledged to "raise [his] public image." (Docket No. 319 at p. 107.)

3. Payment for Positive Media Coverage

Díaz proposed the production of a "movie." Id. at p. 180. This "película" required "certain media personalities" to "stop asking for the governor's resignation." Id. at p. 180. In exchange for positive media coverage, Maceira "would have to provide payments for [talent]" to appear in this production. Id.

Díaz purportedly controlled several "influencers," including Mayra López-Mulero, Gary Rodríguez, Jorge de Castro Font, Molusco (real name Jorge Pabón), Red Shadow, Rocky the Kid (real name Roque José-Gallart), and Kobbo Santarrosa, who produces the highly rated TV show "La Comay." (Docket No. 319 at pp. 80-81.) Díaz offered favorable commentary from television personality Kobbo Santarrosa for $50,000 in addition to the $300,000 for Maldonado-Nieves. (Docket No. 316 at p. 181.) Rocky the Kid warranted less money, requiring just $6,000 to stop "asking for [the governor's] resignation." (Docket No. 319 at p. 97.)

Díaz volunteered to negotiate with Maldonado-Nieves on Maceira's behalf. Id. at p. 120. If Maceira provided Díaz with $300,000, Díaz "could turn around to [Maldonado-Nieves] and say,

Raulie, there is not 300, there's only 250, and then use the other 50, the difference, for Kobbo Santarrosa . . . that way [Maceira] wouldn't have to get $350,000, only 300." Id. at. p. 120.

FBI agents retrieved the recording devices from Maceira immediately after the meeting. Id. at p. 123. On July 24, 2019, Governor Rosselló resigned from office. Id. at p. 125.

C. Díaz Deleted Telegram Messages During the Execution of a Warrant to Seize and Search his Cellular Phone

On July 26, 2019, Maceira received a "banner" notification on his cellular phone. (Docket No. 319. at p. 131.) This Telegram alert informed Maceira that he received a message from Díaz, but did not display the contents of this communication. Id. at p. 127.

FBI agents subsequently executed a warrant to seize and search Díaz's cellular phone. (Docket No. 328 at p. 147.) Supervisory Special Agent Juan Carlos López-Velázquez ("López") located and interviewed Díaz at his residence. Id. at p. 146. During this interview, Díaz's "phone was in his hand . . . he would pick up the phone during the interview and manipulate it." Id. During that time, Díaz also participated in a recorded conversation with Maldonado-Nieves. Id.

Maceira attempted to view Díaz's messages during the evening of July 26, 2019, after FBI agents executed the search and

seizure warrant. (Docket No. 319 at p. 132.) These messages had been, however, erased from the secret chat. Id. Maceira then notified the FBI. Id. at p. 133.

A grand jury returned a three-count indictment on January 26, 2021, charging Díaz with attempted extortion in violation of 18 U.S.C. sections 1951 and 2 (count one), interstate extortion in violation of 18 U.S.C. sections 875(d) and 2 (count two), and destruction of records in a federal investigation in violation of 18 U.S.C. section 1519 (count three). (Docket No. 1.) On February 3, 2023, the jury found Díaz guilty on every count of the indictment. (Docket No. 365.) Díaz moved for judgment of acquittal and a new trial on February 17, 2023. (Docket No. 384.) The United States responded. (Docket No. 393.) Díaz replied. (Docket No. 402.)

II. Díaz's Motion for Judgment of Acquittal

This Court may set aside a jury's guilty verdict and enter a judgment of acquittal of any offense for which the evidence is insufficient to sustain a conviction. See Fed. R. Crim. P. 29. In reviewing a motion for judgment of acquittal, courts consider the evidence "in the light most favorable to the prosecution" and determine whether the "body of proof, as a whole, has sufficient bite to ground a reasoned conclusion that the government proved each of the elements of the charged crime beyond a reasonable

doubt." United States v. Lara, 181 F.3d 183, 200 (1st Cir. 1999) (citations omitted).

Rule 29 motions require the Court to "take into account all evidence, both direct and circumstantial, and [to] resolve evidentiary conflicts and credibility disputes in favor of the jury's verdict." United States v. Valerio, 676 F.3d 237, 244 (1st Cir. 2012). The First Circuit Court of Appeals has called this sufficiency of evidence challenge "a tough sell," United States v. Polanco, 634 F.3d 39, 45 (1st Cir. 2011), observing that defendants seeking acquittal on this basis "face an uphill battle." United States v. Pérez-Meléndez, 599 F.3d 31, 40 (1st Cir. 2010); accord United States v. Hatch, 434 F.3d 1, 4 (1st Cir. 2006) (referring to the sufficiency of evidence burden as a "daunting hurdle[]") (internal quotation marks omitted).

While the sufficiency of the evidence is at the heart of the Rule 29 inquiry, deference to the jury's verdict controls the Court's analysis. To uphold the jury's guilty verdict, the Court need only determine that the conviction "finds support in a plausible rendition of the record." See, e.g., United States v. Shaw, 670 F.3d 360, 362 (1st Cir. 2012). Ultimately, Díaz must establish that "the evidence is so scant that a rational factfinder could not conclude that the government proved **all** the essential elements of the charged crime beyond a reasonable doubt." United

States v. Vázquez-Soto, 939 F.3d 365, 371 (1st Cir. 2019) (emphasis in original).

A. Count One

Count one alleges that Díaz violated the Hobbs Act. (Docket No. 1.) This statute provides that:

> Whoever in any way or degree obstructs, delays, or affects commerce or the movement of any article or commodity in commerce, by robbery or extortion or attempts or conspires to do so, or commits or threatens physical violence to any person or property in furtherance of a plan or purpose to do anything in violation of this section shall be fined under this title or imprisoned not more than twenty years, or both.

18 U.S.C. § 1951(a). Extortion is "the obtaining of property from another, with his consent, induced by wrongful use of actual or threatened force, violence, or fear, or under color of official right." 18 U.S.C. § 1951(b)(2).

1. Insufficiency of the Evidence Argument

Díaz asserts that "there is no evidence" that he "inflicted fear of economic loss into [*sic*] CHS Maceira." (Docket No. 382 at p. 2.) Fear of economic loss falls within the ambit of Hobbs Act extortion. See United States v. Cruzado-Laureano, 404 F.3d 470, 481 (1st Cir. 2005) ("Extortion by 'fear' can mean fear of economic loss, including the possibility of lost business opportunities.") (citing United States v. Bucci, 839 F.2d 825, 828 (1st Cir. 1998) (holding that the United States must "show that the

victim believed that economic loss would result from his or her failure to comply with the alleged extortionist's terms, and that the circumstances . . . rendered that fear reasonable.")); see, e.g., United States v. DiDonna, 866 F.3d 40, 46 (1st Cir. 2017) (affirming a Hobbs Act conviction in part because the "defendant told Buck directly that he had 'information in detail that if exposed would be disastrous for Buck's business.'")

Maceira testified that he felt "scared," and "frightened" after receiving Díaz's secret message on June 20, 2019. (Docket No. 316 at p. 106.) He "was concerned" for his "reputation, the effect it could have on [him], [his] family, on [his] employment, on [his] employment status after [he] decided to go back to private practice." Id. at p. 112. This testimony is sufficient to satisfy the fear element in count one.

Díaz also contends that the record "lacks any evidence that [he] went beyond one mere conversation with CHS Maceira expressing him [*sic*] an alleged message that Rauli Maldonado had said that he did not want the Chats to be released he was demanding $300,000 in exchange." (Docket No. 384 at p. 42.) This statement is an incomplete rendition of the evidence presented at trial. Díaz sent Maceira a secret message on June 20, 2019, and met with Maceira on June 21, 2019 and July 16, 2019. The June 20

message and statements that Díaz made at Musa and Il Postino constitute powerful evidence of Hobbs Act extortion.

2. Transferable Property

Díaz suggests that "Court I [*sic*] of the indictment should be set aside" because Maceira testified that the "Social Consulting and Collective Impact contracts were not transferable." (Docket No. 382 at p. 44.) In Skehar v. United States, the Supreme Court held that property subject to a Hobbs Act prosecution must "be transferable – that is, capable of passing from one person to another." 570 U.S. 729, 734 (2013). The Court need not, however, determine whether the Social Consulting and Collective Impact contracts are properties for purposes of the Hobbs Act because Díaz repeatedly demanded that Maceira pay $300,000 to prevent the release of Telegram messages in addition to the 889 pages that had already been leaked and were public. See Docket No. 316 at p. 120. It is beyond peradventure that United States currency is transferable. See United States v. Buffis, 867 F.3d 230, 234 (1st Cir. 2017) (affirming a Hobbs Act extortion conviction in part because the defendant "received a payment that he was not entitled to collect; the four-thousand dollar check, which he deposited into his own personal slush-fund."). Accordingly, Díaz's property argument is unavailing.

B. Count Two

Díaz contends that "there is no evidence supporting" a conviction for interstate extortion. (Docket No. 384 at p. 45.) To obtain a conviction pursuant to 18 U.S.C. section 875(d) ("section 875(d)"), the United States had to establish:

> (1) that the defendant transmitted a communication in interstate commerce; (2) that the communication contained a threat to injure the reputation of another or to accuse another person of a crime; and (3) that the defendant transmitted the communication with the intent to extort something of value from another.

United States v. Cantwell, 64 F.4th 396 (2023). A threat is a communication "that a reasonable recipient familiar with the context of the communication would find threatening." United States v. Nishnianidze, 342 F.3d 6, 15 (1st Cir. 2003) (citation omitted).

Díaz maintains that "a careful reading of" his June 19, 2019 message to Maceira illustrates that this communication "does not carry within [*sic*] any threat whatsoever." (Docket No. 384 at p. 45.) Díaz's understanding of this message is irrelevant. That evidence presented at trial may be subject to an interpretation that is inconsistent with a finding of guilt beyond a reasonable doubt is no reason to grant a Rule 29 motion. See United States v. Peña-Santo, 809 F.3d 686, 698 (1st Cir. 2015) (noting that the United States need not succeed in "eliminating every possible

theory consistent with the defendant's innocence" to defeat a Rule 29 motion).

Díaz warned Maceira, "if Fortaleza doesn't stop fucking with Raúl Maldonado, RAÚL MALDONADO'S SON HAS STRONG EVIDENCE TO FUCK THIS ADMINSTRATION STARTING WITH RICARDO ROSSELLÓ." (Docket No. 316 at p. 99; see Trial Ex. 7-T.) According to Díaz, Maldonado-Nieves understood that Maceira and "Fortaleza [were] the ones who [were] behind this firepower against Raúl Maldonado. I tell you brother, RAÚL'S SON IS GOING TO DESTROY YOU ALL AT OTHER LEVELS." Id. A reasonable person might find this message threatening. In fact, the First Circuit Court of Appeals recently affirmed a section 875(d) conviction based on similar threats transmitted on the Telegram application. United States v. Cantwell, 64 F.4th 396. The defendant in Cantwell cautioned the victim to "[get] a fucking life or I will ruin the one you have," and that the victim was "going to lose everything [he had]." Id. Construing the evidence in the light most favorable to the verdict compels the Court to conclude that it would be inappropriate to disturb the jury's verdict as to count two.

C. Count Three

Díaz's motion for judgment of acquittal is nearly identical to the motion to dismiss filed on February 2, 2022. (Docket Nos. 103 and 382.) Indeed, Díaz copied and pasted six paragraphs

directly from his previous pleading, a section pertaining to count three of the indictment. Id. The Court refers Díaz to the Opinion and Order issued on June 16, 2022, particularly to the section of the opinion entitled "argument without citation to precedent or other authority." See United States v. Díaz-Colón, 607 F. Supp. 3d 136, 147 (D.P.R. 2022) (Besosa, J.).

To secure a conviction for count three, the United States had to prove that Díaz "knowingly [altered, destroyed, mutilated, concealed, covered up, falsified, or made] a false entry into any record, document, or tangible object with the intent to impede, obstruct, or influence the investigation or proper administration of any matter within the jurisdiction of any department or agency of the United States." 18 U.S.C. § 1519.

Díaz argues that Special Agent López "never testified that he saw [him] erasing messages." (Docket No. 384 at p. 50.) Maceira and Special Agent López testified, however, that Díaz sent a secret message. Before Maceira opened this message, the FBI interviewed Díaz at his home and executed the search and seizure warrant. Díaz erased the secret message after the FBI intervention. Resolving "all evidentiary disputes and credibility questions in favor of the government" and "drawing all reasonable inferences in favor of the government's case," United States v Cedeño-Mariano, 971 F. Supp. 2d 225, 230 (D.P.R. 2013) (Besosa, J.), the Court concludes

that ample evidence supports a section 1519 conviction. Consequently, Díaz's motion for judgment of acquittal is **DENIED.**

III. Díaz's Motion for a New Trial

Díaz's motion for a new trial is premised predominantly on allegations of prosecutorial misconduct and subornation of perjury. A defendant may base his or her motion for a new trial on newly discovered evidence or on other grounds, but "[t]he remedy of a new trial must be used sparingly and only where a miscarriage of justice would otherwise result." Fed. R. Crim. P. 33(b); United States v. Del Valle, 566 F.3d 31, 38 (1st Cir. 2009) (internal citation and quotation marks omitted). A four prong test first articulated by the First Circuit Court of Appeals in United States v. Wright, 625 F.2d 1017 (1st Cir. 1980), remains the standard by which courts analyze newly discovered evidence in the context of a Rule 33 motion. United States v. Rodríguez-Marrero, 390 F.3d 1, 14 (1st Cir. 2004).[4] A motion for a new trial based on newly discovered evidence will ordinarily fail unless the movant demonstrates that:

[4] Perjury committed by witnesses during trial is considered newly discovered evidence for purposes of a Rule 33 motion. See United States v. Huddleston, 194 F.3d 214, 220 (1st Cir. 1999) ("In short, we fail to see any substantial justification for treating the discovery of perjury differently than other newly discovered evidence.").

> (1) the evidence was unknown or unavailable to the defendant at the time of trial; (2) failure to learn of the evidence was not due to lack of diligence by the defendant; (3) the evidence is material, and not merely cumulative or impeaching; and (4) it will probably result in an acquittal upon retrial of the defendant.

United States v. Pereira, 51 F. Supp.3d 203, 210 (D.P.R. 2014) (Besosa, J.) (citing Wright, 625 F.2d at 1019). The defendant must satisfy all four prongs to prevail on a Rule 33 motion. United States v. Colón-Muñoz, 318 F.3d 348, 360 (1st Cir. 2003). Failure to satisfy just one Wright factor defeats a Rule 33 motion *in toto*. United States v. González-González, 258 F.3d 16, 20 (1st Cir. 2001).

Wright and its progeny impose an onerous burden on convicted defendants. A new trial is justified only when introduction of the additional evidence "will probably result in an acquittal," meaning "an actual probability that an acquittal would have resulted if the evidence had been available." United States v.

Sepúlveda, 15 F.3d 1216, 1220 (1st Cir. 1993).[5] The Court examines newly discovered evidence within the context of the "record as a whole, not on the basis of wishful thinking, rank conjecture, or unsupportable surmise." Natanel, 938 F.2d at 314; Josleyn, 206 F.3d at 157 (Rule 33 analysis is based on "an evaluation of the new evidence in juxtaposition to the evidence actually admitted at trial."). Newly discovered evidence that is merely impeaching cannot form the basis for a new trial. Colón-Muñoz, 318 F.3d at 361.

A. The Allegations of Prosecutorial Misconduct are Frivolous

Díaz sets forth claims of prosecutorial misconduct with no knowledge of what, precisely, these accusations entail. He conflates prosecutorial misconduct with commonplace evidentiary disputes and differences of opinion. For example, Díaz posits that the:

[5] Motions for a new trial are routinely denied and are hardly ever granted. See, United States v. Connolly, 504 F.3d 206, 217 ("the jailhouse recantation, even if it occurred, did not require the granting of a new trial"); Marrero, 390 F.3d at 30 ("Having presided at the lengthy trial of Genao and his co-defendants, and having heard the testimony of the co-conspirators produced at the hearing on the motion for a new trial, the district court did not remotely abuse its discretion in rejecting the arguments that the testimony from Genao's co-conspirators `will probably result in an acquittal upon retrial.'"); United States v. Colón-Muñoz, 318 F.3d at 360-61 ("Rule 33 motion fails the third prong of the Wright standard" because witness's "revised sworn statement was an attempt to impeach his own trial testimony"); United States v. Josleyn, 206 F.3d 144, 160 (affirming denial of Rule 33 motion because the "outcome would undoubtedly be the same"); Huddleston, 194 F.3d at 221 (despite newly discovered impeachment evidence, "the jury had ample evidence of the appellant's guilt"); United States v. Natanel, 938 F.2d 302, 314 (1st Cir. 1991) (upholding denial of Rule 33 motion because "adding this evidence to the trial mix would not "probably result in an acquittal upon retrial of the defendant'").

> Government committed prosecutorial misconduct because after corroborating through CHS Maceira's June 21, 2019 Musa restaurant recording between him and Díaz-Colón, the government knew that the recording did not contain any information as to CHS Maceira's testimony that Díaz-Colón attempted to extort him by demanding that he pay Rauli Maldonado the sum of $300,000 in exchange for not having him release the Chats that were going to destroy the governor and CHS Maceira's reputation.

(Docket No. 384 at p. 51.) The Court cannot discern which allegation pertains to prosecutorial misconduct. The United States and Díaz's interpretations of the evidence differ. Díaz's conclusory inference regarding the absence of "any information as to CHS Maceira's testimony that [he] attempted to extort [Maceira]" is his opinion. That the United Sates (and evidently the jury) disagree with this opinion is not prosecutorial misconduct.

Díaz additionally attempts to demonstrate prosecutorial misconduct by setting forth a litany of perjury allegations. (Docket No. 382 at pp. 51-70.) Perjury is generally defined as the "act or an instance of a person's deliberately making material false or misleading statements while under oath." Black's Law Dictionary 1321 (10th ed. 2014). Díaz misconstrues this term. He asserts that the United States suborned perjury based on inconsistent versions of fact provided by Maceira and Governor Rosselló, respectively. (Docket No. 384 at pp. 53-54.) This argument is meritless.

Maceira testified at trial that he informed Governor Rosselló

of the threat contained in Díaz's secret message from June 20, 2019. (Docket No. 316 at p. 106.) Governor Rosselló informed the FBI, however, that he had no knowledge of this threat. (Docket No. 384 at p. 54.) According to Díaz, this discrepancy constitutes evidence that the United States suborned Maceira's commission of perjury. Id. It does not. Witness recollections vary, and conflicting evidence is offered at nearly every trial. This is precisely the reason why juries are empaneled to resolve factual inconsistencies. Díaz's expansive interpretation of what constitutes prosecutorial misconduct would impugn every Assistant United States Attorney ("AUSA") handling a case involving more than one witness.

Díaz accuses AUSA Myriam Fernández-González ("Fernández") of prosecutorial misconduct because she sent an "e-mail stating that the Recording [of the meeting a Musa] is inaudible." (Docket No. 384 at p. 56.) Special Agent López allegedly informed Díaz, however, that this recording is audible. These statements are incorrect. AUSA Fernández's e-mail merely states that "no enhancement [of this recording] was made," confirming that Díaz received this audio file in a previous discovery package. (Docket No. 384, Ex. 1 at p. 181.) She does not represent to defense counsel that the recording is inaudible. Accordingly, this allegation of prosecutorial misconduct is frivolous and

unnecessarily impugns the integrity of an Assistant United States Attorney, something is unbecoming of an officer of the Court with nearly four decades of experience.

Lastly, Díaz maintains that the FBI engaged in "gross misconduct" on July 26, 2019. (Docket No. 384 at p. 69.) He avers that the FBI agents failed to provide him with Miranda warnings, "never [informed] him [that] he was a target," and pressured him to call Maldonado-Nieves. Id.

The FBI agents did not place Díaz in custody. Accordingly, Special Agent López had no obligation to Mirandize Díaz. See United States v. Molina-Gómez, 781 F.3d 13, 22 (1st Cir. 2015) ("Both 'custody' and 'interrogation' must be present to require Miranda warnings."); see, e.g., United States v. Infante, 701 F.3d 386, 398 (1st Cir. 2012) ("[B]ecause Infante was not in custody while he was questioned at the hospital, the officers were not required to give him Miranda warnings.") Moreover, law enforcement officers have no duty to inform the target of a criminal investigation of this designation. See United States v. Olivieri, 740 F. Supp. 2d 423, 424 (S.D.N.Y. 2010) ("The law places no generalized duty on the Government to inform individuals who are being investigated, interviewed, or deposed that they are a target or subject of a criminal investigation.") (citing United States v. Okwumabua, 828 F.2d 950, 953 (2d Cir. 1987)). Finally, Díaz's

allegation that FBI agents "pressured" him to call Maldonado-Nieves is undeveloped. What pressure did the agents exert? Díaz does not specify, and the Court is not clairvoyant. Consequently, the Court finds that there is no evidence of misconduct by the United States Attorney's Office or the FBI in this case. Because Díaz sets forth no basis to disturb the jury's guilty verdict, the Rule 33 motion is **DENIED**.

IV. Conclusion

For the reasons set forth above, Díaz motions for a new trial and judgment of acquittal are **DENIED**. (Docket No. 384.)

.

IT IS SO ORDERED.

San Juan, Puerto Rico, May 9, 2023.

s/ Francisco A. Besosa
FRANCISCO A. BESOSA
SENIOR UNITED STATES DISTRICT JUDGE

APPENDIX C

APP C JUDGMENT & COMMITMENT ORDER.pdf

UNITED STATES DISTRICT COURT

District of Puerto Rico

UNITED STATES OF AMERICA
v.
Sixto Jorge Diaz-Colon (1)

JUDGMENT IN A CRIMINAL CASE

Case Number: 3:21-cr-00017-FAB

USM Number: 27314-509

Rafael F. Castro-Lang
Defendant's Attorney

THE DEFENDANT:

☐ pleaded guilty to count(s)

☐ pleaded nolo contendere to count(s) which was accepted by the court.

☑ was found guilty on count(s) after a plea of not guilty. One, Two and Three of the Indictment on February 3, 2023.

The defendant is adjudicated guilty of these offenses:

Title & Section	Nature of Offense	Offense Ended	Count
18:1951 and 2	Attempted Extortion	1/26/2021	One (1)
18:875(d) and 2	Interstate Extortion	1/26/2021	Two (2)
18:1519	Destruction, Alteration, or Falsification of Recs. in a Fed Inv.	1/26/2021	Three (3)

The defendant is sentenced as provided in pages 2 through 7 of this judgment. The sentence is imposed pursuant to the Sentencing Reform Act of 1984.

☐ The defendant has been found not guilty on count(s)

☐ Count(s) ☐ is ☐ are dismissed on the motion of the United States.

It is ordered that the defendant must notify the United States attorney for this district within 30 days of any change of name, residence, or mailing address until all fines, restitution, costs, and special assessments imposed by this judgment are fully paid. If ordered to pay restitution, the defendant must notify the court and United States attorney of material changes in economic circumstances.

8/4/2023
Date of Imposition of Judgment

S/ Francisco A. Besosa
Signature of Judge

Francisco A. Besosa, U.S. District Judge
Name and Title of Judge

8/4/2023
Date

DEFENDANT: Sixto Jorge Diaz-Colon (1)
CASE NUMBER: 3:21-cr-00017-FAB

IMPRISONMENT

The defendant is hereby committed to the custody of the Federal Bureau of Prisons to be imprisoned for a total term of:
Fifty-one (51) months as to Counts One and Three, and twenty-four (24) months as to Count Two to be served concurrently with each other.

☑ The court makes the following recommendations to the Bureau of Prisons:
- That defendant be designated to Pensacola, FL. If Pensacola, FL is not available that he be designated to any Florida institution with a camp.
- That the defendant benefits from the 500 hours drugs and substances abuse program, to the extend he qualifies.
-That defendant be enrolled in an educational/vocational training program.

☑ The defendant is remanded to the custody of the United States Marshal.

☐ The defendant shall surrender to the United States Marshal for this district:

☐ at _____ ☐ a.m. ☐ p.m. on _____ .

☐ as notified by the United States Marshal.

☐ The defendant shall surrender for service of sentence at the institution designated by the Bureau of Prisons:

☐ before 2 p.m. on _____ .

☐ as notified by the United States Marshal.

☐ as notified by the Probation or Pretrial Services Office.

RETURN

I have executed this judgment as follows:

Defendant delivered on _____ to _____

at _____ , with a certified copy of this judgment.

_____
UNITED STATES MARSHAL

By _____
DEPUTY UNITED STATES MARSHAL

DEFENDANT: Sixto Jorge Diaz-Colon (1)
CASE NUMBER: 3:21-cr-00017-FAB

SUPERVISED RELEASE

Upon release from imprisonment, you will be on supervised release for a term of:

Three (3) years as to Count One and Three and One (1) year as to Count Two, to be served concurrently with each other.

MANDATORY CONDITIONS

1. You must not commit another federal, state or local crime.
2. You must not unlawfully possess a controlled substance.
3. You must refrain from any unlawful use of a controlled substance. You must submit to one drug test within 15 days of release from imprisonment and at least two periodic drug tests thereafter, as determined by the court.
   - ☐ The above drug testing condition is suspended, based on the court's determination that you pose a low risk of future substance abuse. *(check if applicable)*
4. ☐ You must make restitution in accordance with 18 U.S.C. §§ 3663 and 3663A or any other statute authorizing a sentence of restitution. *(check if applicable)*
5. ☑ You must cooperate in the collection of DNA as directed by the probation officer. *(check if applicable)*
6. ☐ You must comply with the requirements of the Sex Offender Registration and Notification Act (34 U.S.C. § 20901, *et seq*.) as directed by the probation officer, the Bureau of Prisons, or any state sex offender registration agency in the location where you reside, work, are a student, or were convicted of a qualifying offense. *(check if applicable)*
7. ☐ You must participate in an approved program for domestic violence. *(check if applicable)*

You must comply with the standard conditions that have been adopted by this court as well as with any other conditions on the attached page.

DEFENDANT: Sixto Jorge Diaz-Colon (1)
CASE NUMBER: 3:21-cr-00017-FAB

STANDARD CONDITIONS OF SUPERVISION

As part of your supervised release, you must comply with the following standard conditions of supervision. These conditions are imposed because they establish the basic expectations for your behavior while on supervision and identify the minimum tools needed by probation officers to keep informed, report to the court about, and bring about improvements in your conduct and condition.

1. You must report to the probation office in the federal judicial district where you are authorized to reside within 72 hours of your release from imprisonment, unless the probation officer instructs you to report to a different probation office or within a different time frame.
2. After initially reporting to the probation office, you will receive instructions from the court or the probation officer about how and when you must report to the probation officer, and you must report to the probation officer as instructed.
3. You must not knowingly leave the federal judicial district where you are authorized to reside without first getting permission from the court or the probation officer.
4. You must answer truthfully the questions asked by your probation officer.
5. You must live at a place approved by the probation officer. If you plan to change where you live or anything about your living arrangements (such as the people you live with), you must notify the probation officer at least 10 days before the change. If notifying the probation officer in advance is not possible due to unanticipated circumstances, you must notify the probation officer within 72 hours of becoming aware of a change or expected change.
6. You must allow the probation officer to visit you at any time at your home or elsewhere, and you must permit the probation officer to take any items prohibited by the conditions of your supervision that he or she observes in plain view.
7. You must work full time (at least 30 hours per week) at a lawful type of employment, unless the probation officer excuses you from doing so. If you do not have full-time employment you must try to find full-time employment, unless the probation officer excuses you from doing so. If you plan to change where you work or anything about your work (such as your position or your job responsibilities), you must notify the probation officer at least 10 days before the change. If notifying the probation officer at least 10 days in advance is not possible due to unanticipated circumstances, you must notify the probation officer within 72 hours of becoming aware of a change or expected change.
8. You must not communicate or interact with someone you know is engaged in criminal activity. If you know someone has been convicted of a felony, you must not knowingly communicate or interact with that person without first getting the permission of the probation officer.
9. If you are arrested or questioned by a law enforcement officer, you must notify the probation officer within 72 hours.
10. You must not own, possess, or have access to a firearm, ammunition, destructive device, or dangerous weapon (i.e., anything that was designed, or was modified for, the specific purpose of causing bodily injury or death to another person such as nunchakus or tasers).
11. You must not act or make any agreement with a law enforcement agency to act as a confidential human source or informant without first getting the permission of the court.
12. If the probation officer determines that you pose a risk to another person (including an organization), the probation officer may require you to notify the person about the risk and you must comply with that instruction. The probation officer may contact the person and confirm that you have notified the person about the risk.
13. You must follow the instructions of the probation officer related to the conditions of supervision.

U.S. Probation Office Use Only

A U.S. probation officer has instructed me on the conditions specified by the court and has provided me with a written copy of this judgment containing these conditions. For further information regarding these conditions, see *Overview of Probation and Supervised Release Conditions*, available at: www.uscourts.gov.

Defendant's Signature _____ Date _____

DEFENDANT: Sixto Jorge Diaz-Colon (1)
CASE NUMBER: 3:21-cr-00017-FAB

ADDITIONAL SUPERVISED RELEASE TERMS

1. He shall observe the standard conditions of supervised release recommended by the United States Sentencing Commission and adopted by this Court.

2. He shall provide the Probation Officer access to any financial information upon request.

3. He shall not possess or use controlled substances unlawfully, and shall submit to a drug test within fifteen (15) days of release from imprisonment; after his release, Mr. Diaz shall submit to random drug testing, not less than three (3) samples during the supervision period, but not more than 104 samples each year, in accordance with the Drug Aftercare Program Policy of the United States Probation Office as has been approved by this Court. If the illegal use of controlled substances is detected in any sample, Mr. Diaz shall participate in an inpatient or an outpatient substance abuse treatment program, for evaluation or treatment, as arranged by the U.S. Probation Officer; payment shall be based on his ability to pay or the availability of payments by third parties, as approved by the Court.

4. He shall participate in an approved mental health treatment program to determine if treatment is necessary. If deemed necessary, the treatment will be arranged by the USPO in consultation with the treatment provider; the modality, duration, intensity of treatment will be based on the risks and needs identified in Mr. Díaz's case. Mr. Díaz will contibute to the costs of these services, based on his ability to pay or the availability of payments by third parties.

5. He shall submit himself and his property, house, residence, vehicles, papers and effects, computers and other electronic communication or data storage devices or media to a search, at any time, with our without a warrant, by the probation officer, and if necessary, with the assistance of any other law enforcement officer (in the lawful discharge of the supervision functions of the probation officer) with reasonable suspicion of unlawful conduct or of a violation of a condition of supervised release. The probation officer may seize any electronic communication or electronic device or medium which will be subject to further forensic investigation or analysis. Failure to submit to a search and seizure may be grounds for revocation of supervised release. He shall warn any other resident or occupant that the premises may be subject to searches pursuant to this condition.

6. He shall cooperate in the collection of a DNA sample, as directed by the Probation Officer, pursuant to the Revised DNA Collection Requirements, and Title 18, U.S. Code Section 3563(a)(9).

DEFENDANT: Sixto Jorge Diaz-Colon (1)
CASE NUMBER: 3:21-cr-00017-FAB

CRIMINAL MONETARY PENALTIES

The defendant must pay the total criminal monetary penalties under the schedule of payments on Sheet 6.

	Assessment	Restitution	Fine	AVAA Assessment*	JVTA Assessment**
TOTALS	$ 300.00	$	$	$	$

☑ The determination of restitution is deferred until 11/2/2023. An *Amended Judgment in a Criminal Case (AO 245C)* will be entered after such determination.

☐ The defendant must make restitution (including community restitution) to the following payees in the amount listed below.

If the defendant makes a partial payment, each payee shall receive an approximately proportioned payment, unless specified otherwise in the priority order or percentage payment column below. However, pursuant to 18 U.S.C. § 3664(i), all nonfederal victims must be paid before the United States is paid.

Name of Payee	Total Loss***	Restitution Ordered	Priority or Percentage

TOTALS	$ 0.00	$ 0.00

☐ Restitution amount ordered pursuant to plea agreement $ _____

☐ The defendant must pay interest on restitution and a fine of more than $2,500, unless the restitution or fine is paid in full before the fifteenth day after the date of the judgment, pursuant to 18 U.S.C. § 3612(f). All of the payment options on Sheet 6 may be subject to penalties for delinquency and default, pursuant to 18 U.S.C. § 3612(g).

☐ The court determined that the defendant does not have the ability to pay interest and it is ordered that:

☐ the interest requirement is waived for the ☐ fine ☐ restitution.

☐ the interest requirement for the ☐ fine ☐ restitution is modified as follows:

* Amy, Vicky, and Andy Child Pornography Victim Assistance Act of 2018, Pub. L. No. 115-299.
** Justice for Victims of Trafficking Act of 2015, Pub. L. No. 114-22.
*** Findings for the total amount of losses are required under Chapters 109A, 110, 110A, and 113A of Title 18 for offenses committed on or after September 13, 1994, but before April 23, 1996.

DEFENDANT: Sixto Jorge Diaz-Colon (1)
CASE NUMBER: 3:21-cr-00017-FAB

SCHEDULE OF PAYMENTS

Having assessed the defendant's ability to pay, payment of the total criminal monetary penalties is due as follows:

A ☑ Lump sum payment of $ 300.00 due immediately, balance due

☐ not later than _____, or
☐ in accordance with ☐ C, ☐ D, ☐ E, or ☐ F below; or

B ☐ Payment to begin immediately (may be combined with ☐ C, ☐ D, or ☐ F below); or

C ☐ Payment in equal _____ *(e.g., weekly, monthly, quarterly)* installments of $ _____ over a period of _____ *(e.g., months or years)*, to commence _____ *(e.g., 30 or 60 days)* after the date of this judgment; or

D ☐ Payment in equal _____ *(e.g., weekly, monthly, quarterly)* installments of $ _____ over a period of _____ *(e.g., months or years)*, to commence _____ *(e.g., 30 or 60 days)* after release from imprisonment to a term of supervision; or

E ☐ Payment during the term of supervised release will commence within _____ *(e.g., 30 or 60 days)* after release from imprisonment. The court will set the payment plan based on an assessment of the defendant's ability to pay at that time; or

F ☐ Special instructions regarding the payment of criminal monetary penalties:

Unless the court has expressly ordered otherwise, if this judgment imposes imprisonment, payment of criminal monetary penalties is due during the period of imprisonment. All criminal monetary penalties, except those payments made through the Federal Bureau of Prisons' Inmate Financial Responsibility Program, are made to the clerk of the court.

The defendant shall receive credit for all payments previously made toward any criminal monetary penalties imposed.

☐ Joint and Several

Case Number Defendant and Co-Defendant Names *(including defendant number)*	Total Amount	Joint and Several Amount	Corresponding Payee, if appropriate

☐ The defendant shall pay the cost of prosecution.

☐ The defendant shall pay the following court cost(s):

☐ The defendant shall forfeit the defendant's interest in the following property to the United States:

Payments shall be applied in the following order: (1) assessment, (2) restitution principal, (3) restitution interest, (4) AVAA assessment, (5) fine principal, (6) fine interest, (7) community restitution, (8) JVTA assessment, (9) penalties, and (10) costs, including cost of prosecution and court costs.

APPENDIX D

APP D EN BANK AND REH DENIAL.pdf

United States Court of Appeals
For the First Circuit

No. 23-1692

UNITED STATES,

Appellee,

v.

SIXTO JORGE DÍAZ-COLÓN,

Defendant - Appellant.

Before

Barron, Chief Judge,
Lipez, Thompson, Gelpí,* Montecalvo, Rikelman, Aframe, and Dunlap,
Circuit Judges.

ORDER OF COURT

Entered: February 24, 2026

The petition for rehearing having been denied by the panel of judges who decided the case, and the petition for rehearing en banc having been submitted to the active judges of this court and a majority of the judges not having voted that the case be heard en banc, it is ordered that the petition for rehearing and the petition for rehearing en banc be denied.

By the Court:

Anastasia Dubrovsky, Clerk

cc:
Rafael F. Castro Lang, Myriam Yvette Fernández-González, Timothy R. Henwood, Juan Carlos Reyes-Ramos, John Alexander Romano, Oscar Jose Serrano Negrón, William Connor Winn

* Judge Gelpí is recused and did not participate in the consideration of this matter.

APPENDIX F

APP F INDICTMENT.pdf

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

UNITED STATES OF AMERICA,	**INDICTMENT**
	CRIMINAL NO. 21- 017 (GAG)
v.	
SIXTO JORGE DIAZ COLON,	CRIMINAL VIOLATIONS: 18 U.S.C. §§ 1951, 2 (Count One)
Defendant.	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

W. STEPHEN MULDROW
United States Attorney

MYRIAM Y. FERNANDEZ-GONZALEZ
Assistant United States Attorney
Deputy Chief, Asset Recovery
and Money Laundering

COREY R. AMUNDSON
Chief
Public Integrity Section
U.S. Department of Justice

MICHAEL N. LANG
Trial Attorney
Public Integrity Section

APPENDIX G

APP G Final Jury instructions.pdf

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

RECEIVED AND FILED
FEBRUARY 1, 2023
4:00 P.M.
OFM

UNITED STATES OF AMERICA,

Plaintiff,

v.

SIXTO JORGE DÍAZ-COLÓN,

Defendant.

Criminal No. 21-017 (FAB)

FINAL JURY INSTRUCTIONS

JURY INSTRUCTION NO. 1
Court Instructions to the Jury

Members of the Jury:

Now that you have heard all of the evidence, it's my duty to give you the final instructions as to the law that is applicable to this case.

All of the instructions of law given to you by the Court B those given to you at the beginning of the trial, those given to you during the trial, and these final instructions B must guide and govern your deliberations and decisions.

It is your duty as jurors to follow the law as stated in all of these instructions and to apply those rules of law to the facts as you find them to be from the evidence received during the trial.

During their closing arguments, counsel may refer to some of the applicable rules of law. It is quite proper that they do so. If, however, any difference appears to you between the law as

stated by counsel and that as stated by the Court in these instructions, you, of course, are to be governed by the instructions given to you by the Court.

You are not to single out any one instruction alone as stating the law, but must consider the instructions as a whole in reaching your decisions.

Neither are you to be concerned with the wisdom of any rule of law stated by the Court. Regardless of any opinion you may have as to what the law ought to be, it would be a violation of your sworn duty to base any part of your verdict upon any other view or opinion of the law than that given in these instructions, just as it would be a violation of your sworn duty, as the judges of the facts, to base your verdict upon anything but the evidence received in the case.

You were chosen as jurors to evaluate all of the evidence received and to decide each of the factual questions presented by the allegations brought by the government in the Indictment and the plea of not guilty by defendant Sixto Jorge Diaz-Colon.

In resolving the issues presented to you for decision, you must not be persuaded by bias, prejudice, or sympathy for or against the defendant or the government or by any public opinion.

Justice through trial by jury depends upon the willingness of each individual juror to seek the truth from the same evidence

presented to all the jurors here in the courtroom and to arrive at a verdict by applying the same rules of law as now being given to each of you in these instructions.

JURY INSTRUCTION NO. 2
Presumption of Innocence; Proof Beyond a Reasonable Doubt

It is a cardinal principle of our system of justice that every person accused of a crime is presumed to be innocent unless and until his or her guilt is established beyond a reasonable doubt. The presumption is not a mere formality. It is a matter of the utmost importance.

The presumption of innocence alone may be sufficient to raise a reasonable doubt and to require the acquittal of a defendant. The defendant before you had the benefit of that presumption throughout the trial, and you are not to convict him of the charges against him unless you are persuaded of his guilt beyond a reasonable doubt.

The presumption of innocence until proven guilty means that the burden of proof is always on the government to satisfy you that the defendant is guilty of the crimes with which he is charged beyond a reasonable doubt. The law does not require that the government prove guilt beyond all possible doubt; proof beyond a reasonable doubt is sufficient to convict. This burden never shifts to the defendant. It is always the government's burden to prove each element of the crimes charged beyond a reasonable doubt by the evidence and the reasonable inferences to be drawn from that evidence. The defendant has the right to rely upon the

failure or inability of the government to establish beyond a reasonable doubt any essential element of the crimes charged against him.

If after fair and impartial consideration of all the evidence, you have a reasonable doubt as to the defendant's guilt of one or more of the crimes of which he has been accused, it is your duty to acquit him of that or those crimes. On the other hand, if after fair and impartial consideration of all the evidence, you are satisfied beyond a reasonable doubt of the defendant's guilt of one or more of the crimes of which he has been accused, you should vote to convict him of that or those crimes.

JURY INSTRUCTION NO. 3
What is Evidence; Inferences

I have mentioned the word "evidence." Evidence includes the sworn testimony of witnesses, both on direct and cross-examination, regardless of who called the witness, and the exhibits that have been received into evidence, regardless of who presented them.

Although you may only consider the evidence presented in the case, you are not limited, when considering that evidence, to the bald statements made by the witnesses or what is contained in the documents or other exhibits. In other words, you are not limited solely to what you see and hear as the witnesses testify or as the exhibits are presented. You are permitted to draw from facts that you find to have been proven any reasonable inference that you believe is justified in light of your common sense and personal experience.

JURY INSTRUCTION NO. 4
Kinds of Evidence: Direct and Circumstantial

There are two kinds of evidence: direct and circumstantial. Direct evidence is direct proof of a fact, such as testimony by a witness about what the witness personally saw or heard or did or felt. Circumstantial evidence is indirect evidence, that is, it is proof of one or more facts from which you could draw the inference, by reason and common sense, that another fact exists, even though it has not been proven directly. I'll repeat the example I gave you at the beginning of the trial. Suppose you wake up one morning and see that it is a bright and sunny day. When you go out to get the newspaper, however, you notice that the street and the sidewalk are wet. From those facts, you may *infer* another fact, that it rained during the night. You are entitled to consider both kinds of evidence, direct and circumstantial. The law permits you to give equal weight to both, but it is for you to decide how much weight to give to any evidence.

JURY INSTRUCTION NO. 5
What is Not Evidence

Certain things are not evidence.

1. Arguments and statements by lawyers are not evidence. The lawyers are not witnesses. What they say in their opening statements, closing arguments and at other times is intended to help you interpret the evidence, but it is not evidence. If the facts as you remember them from the evidence differ from the way the lawyers have stated them, it is your memory of the facts that controls.

2. Questions and objections by lawyers are not evidence. Lawyers have a duty to their clients to object when they believe a question is improper under the rules of evidence. You should not be influenced by the objection or by my ruling on it.

3. Anything that I have excluded from evidence or ordered stricken and instructed you to disregard is not evidence. You must not consider those items.

4. Anything you may have seen or heard when the court was not in session is not evidence, even if said by one of the witnesses, the defendant or the government. You are to decide the case solely on the evidence received at trial.

5. The Indictment is not evidence. This case, like most criminal cases, began with an Indictment. You will have the Indictment with you in the course of your deliberations in the jury room. The Indictment was returned by a grand jury, which heard only the government's side of the case. I caution you again that the fact that the defendant has had an Indictment filed against him is no evidence whatsoever of his guilt. The Indictment is simply an accusation. It is the means by which the allegations and charges of the government are brought before this Court.

JURY INSTRUCTION NO. 6
Credibility of Witnesses

Whether the government has sustained its burden of proof does not depend upon the number of witnesses it has called or upon the number of documents or exhibits it has offered, but instead upon the nature and quality of the evidence presented.

You do not have to accept the testimony of any witness if you find the witness not credible; you may believe all of the witness= testimony, some of it or none of it. You must decide which witnesses to believe and which facts are true. To do this, you must look at all the evidence, drawing on your common sense and personal experience.

You may want to take into consideration such factors as the witnesses= conduct and demeanor while testifying; their apparent fairness, or any bias they may have displayed; any interest you may discern that they may have in the outcome of the case; any prejudice they may have shown; their opportunities for seeing and knowing the things about which they have testified; the reasonableness or unreasonableness of the events that they have related to you in their testimony; and any other fact or circumstance disclosed by the evidence that tends to corroborate or contradict the witnesses' versions of the events.

Inconsistencies or discrepancies in the testimony of a witness or between the testimony of different witnesses may or may not cause you not to believe or not to credit that testimony. Two or more persons witnessing an incident or a transaction may simply see or hear it differently. Innocent misrecollection, like failure of recollection, is a common experience. In weighing the effect of a discrepancy, however, always consider whether it pertains to a matter of importance or an insignificant detail, and consider whether the discrepancy results from innocent error or from intentional falsehood.

You should not take anything I may have said or done during the trial as indicating what I think of the believability of the witnesses or the significance of the evidence or what your verdict should be.

The fact that a witness is employed by a government does not, by itself, entitle that witness' testimony to be given more or less weight or credence than that of any other witness. You are to judge the credibility of all witnesses fairly and reasonably, and you may consider any interest that each of them may have in the outcome of the case in determining the weight to be given to their testimony.

JURY INSTRUCTION NO. 7
Weighing the Testimony of an Expert Witness

You have heard testimony from Michael P. French. An expert witness has special knowledge or experience that allows the witness to give an opinion.

You may accept or reject that testimony. In weighing their testimony, you should consider the factors that generally bear upon the credibility of a witness as well as the expert witness' education and experience, the soundness of the reasons given for his/her opinions and all other evidence in the case.

Remember that you alone decide how much of a witness' testimony to believe, and how much weight it should be given.

JURY INSTRUCTION NO. 8
Impeachment by Prior Inconsistent Statement

You have heard evidence that before testifying at this trial, one or more witnesses made one or more statements concerning the same subject matter as his or her testimony in this trial. You may consider the witnesses' earlier statements to help you decide how much of the witnesses' testimony to believe. If you find that the witnesses' prior statements were not consistent with the witnesses' testimony at this trial, then you should decide whether that affects the believability of the witnesses' testimony at this trial.

JURY INSTRUCTION NO. 9
Statement by Defendant

You have heard evidence that the defendant made a statement in which the government claims he admitted certain facts.

It is for you to decide (1) whether the defendant made the statement, and (2) if so, how much weight to give it. In making those decisions, you should consider all of the evidence about the statement, including the circumstances under which the statement may have been made and any fact or circumstance tending to corroborate or contradict the version of events described in the statement.

JURY INSTRUCTION NO. 10
Defendant's Constitutional Right Not to Testify; Testimony by Defendant

Sixto Jorge Díaz-Colón has a constitutional right not to testify and no inference of guilt, or of anything else, may be drawn from the fact that he did not testify. For any of you to draw such an inference would be wrong; indeed, it would be a violation of your oath as a juror.

JURY INSTRUCTION NO. 11
Elements of Count One: Attempted Extortion
(18 U.S.C. § 1951, 2)

In COUNT ONE of the Indictment, the defendant is accused of attempting to obstruct, delay or affect commerce by committing extortion. It is against federal law to engage in that conduct. For you to find defendant guilty of this crime, you must be convinced that the government has proven each of the following things beyond a reasonable doubt:

First, that defendant knowingly and willfully attempted to obtain property from a person;

Second, that the defendant did so by means of attempted extortion;

Third, that the attempted extortion affected interstate commerce.

The term "interstate commerce" means commerce between any point in a state and any point outside the state. Puerto Rico is considered a state. It is only necessary that the government prove beyond a reasonable doubt that there is a realistic probability that the acts committed by defendant as charged in this count had some slight or minimal effect on interstate commerce. It is not necessary for you to find that the defendant knew or intended his actions would affect interstate commerce.

Extortion means obtaining property from another person with his or her consent, but where that consent is obtained by wrongful use of actual or threatened fear. Defendant must know that he was not legally entitled to the property.

To prove extortion by fear, the government must show: (1) that the victim believed that economic loss would result from failing to comply with defendant's demands, and (2) that the circumstances made the fear reasonable. Economic loss may include the possibility of loss of business opportunities. But the loss feared must be a particular economic loss, not merely the loss of potential benefit.

In order to prove the crime of attempt to extort as charged in Count ONE of the indictment, the government must prove the following two things beyond a reasonable doubt:

First, that the defendant intended to commit the crime of extortion, and

Second, that the defendant engaged in a purposeful act that, under the circumstances as he believed them to be, amounted to a substantial step toward the commission of that crime and strongly corroborated his criminal intent.

A "substantial step" is an act in furtherance of the criminal scheme. A "substantial step" must be something more than mere

preparation, but less than the last act necessary before the substantive crime is completed.

The "substantial step" may itself prove the intent to commit the crime, but only if it unequivocally demonstrates such an intent.

JURY INSTRUCTION NO. 12
Elements of Count Two: Interstate Extortion Communication
(18 U.S.C § 875(d))

In Count Two of the indictment, the defendant is accused of transmitting a threat in interstate or foreign commerce. It is against federal law to transmit any communication in interstate or foreign commerce that contains a threat to damage the reputation of another person. For you to find the defendant guilty of this crime, you must be convinced that the government has proven each of these things beyond a reasonable doubt:

First, that the defendant knowingly sent a message in interstate or foreign commerce containing a true threat to damage the reputation of another person; and

Second, that the defendant did so with the intent to extort money or something else of value to the defendant.

The Government does not have to prove that the defendant intended to carry out the threat or that he succeeded in obtaining the money or any other thing of value.

To transmit something in "interstate commerce" means to send it from a place in one state to a place in another state. Puerto Rico is considered a state.

To transmit something in "foreign commerce" means to send it from a place in the United States to anyplace outside the United States.

A "true threat" is a serious threat — not idle talk, a careless remark, or something said jokingly — that is made under circumstances that would place a reasonable person in fear of damage to his or her reputation, or damage to another person's reputation.

To act with "intent to extort" means to act with the purpose of obtaining money or something of value from someone who consents because of the true threat.

A "thing of value" is anything that has value to the defendant, whether it's tangible or not.

JURY INSTRUCTION NO. 13
Elements to Count Three: Destruction, Mutilation, Concealment, Alteration, Covering Up or Falsification of Records, or Makes a False Entry in Any Record in a Federal Investigation
(18 U.S.C. § 1519)

In Count Three of the indictment, the defendant is charged with the destruction, mutilation, concealment, alteration, covering up or falsification of records, or makes a false entry in a federal investigation. It is a crime for anyone to knowingly alter, destroy, mutilate, conceal, cover up, falsify, or make a false entry in a record, document, or tangible object with the intent to impede, obstruct, or influence the investigation or the proper administration of a matter within the jurisdiction of any department or agency of the United States. For you to find the defendant guilty of this crime, you must be convinced that the government has proved each of the following beyond a reasonable doubt:

First: That the defendant knowingly altered, destroyed, mutilated, concealed, covered up, falsified, or made a false entry in a record, document, or tangible object.

Second: That the defendant acted with the intent to impede, obstruct, or influence the investigation or the proper administration of any matter, or in contemplation of, or relation to, any such matter; and

Third: That the matter was within the jurisdiction of an agency of the United States. The Federal Bureau of Investigation is an agency of the United States.

There is no requirement that the matter or investigation have been pending or imminent at the time of the obstruction, but only that the acts were taken in relation to or in contemplation of any such matter or investigation.

The government is not required to prove that the defendant specifically knew the matter or investigation was within the jurisdiction of a department or agency of the United States. In other words, you need not find the defendant knew that he was obstructing, impeding or influencing a matter that was federal in nature.

A "tangible object" is one used to record or preserve information.

JURY INSTRUCTION NO. 14
Elements of Aiding and Abetting

You may find the defendant guilty of the offenses charged in Counts One (Attempted Extortion) and Two (Interstate Extortion Communication) of the Indictment without finding that he personally committed each of the acts that make up the crimes or that he was present while the crimes were being committed. Any person who in some way intentionally participates in the commission of a crime can be found guilty either as an aider and abettor or as a principal offender. It makes no difference which label you attach. The person who aids and abets to commit a crime is as guilty of the crime as he would be if he had personally committed each of the acts that make up the crimes.

To "aid and abet" means intentionally to help someone else commit the charged crime. To establish aiding and abetting, the government must prove beyond a reasonable doubt:

First, that the crime was actually committed by someone;

Second, that the defendant took an affirmative act to help or cause the crime; and

Third, that the defendant intended to help or cause the commission of the crime.

The second element, the "affirmative act" element, can be satisfied without proof that the defendant participated in each

and every element of the crime. It is enough if the defendant assisted in the commission of the crime or caused the crime to be committed.

The third element, the "intent" element, is satisfied if the defendant had advance knowledge of the facts that make the principal's conduct criminal. "Advance knowledge" means knowledge at a time the defendant can opt to walk away.

A general suspicion that an unlawful act may occur or that something criminal is happening is not enough. Mere presence at the scene of the crime and knowledge that a crime is being committed are also not sufficient to constitute aiding and abetting. But you may consider these things among other factors in determining whether the government has met its burden.

JURY INSTRUCTION NO. 15
Consider Each Count Separately

A separate crime is alleged against the defendant in each count of the indictment. Each alleged offense, and any evidence pertaining to it, should be considered separately by the jury. The fact that you may find the defendant guilty or not guilty of one of the offenses charged should not control your verdict as to any other offense charged against the defendant.

You must give separate and individual consideration to each charge against the defendant.

JURY INSTRUCTION NO. 16
"Knowingly" and "Willfully" Defined

The word "knowingly," as that term has been used from time to time in these instructions, means that the act was done voluntarily and intentionally and not because of mistake or accident.

The word "willfully," as that term has been used from time to time in these instructions, means to act voluntarily and intelligently, and with the specific intent that the underlying crime be committed, that is to say, with a bad purpose, either to disobey or disregard the law – not to act by ignorance, accident, or mistake.

JURY INSTRUCTION NO. 17
"On or About" Explained

The Indictment charges that the offenses were committed "from in or about" or "on or about" different dates. Although it is necessary for the government to prove beyond a reasonable doubt that the offenses were committed on a date reasonably near the dates alleged in the Indictment, it is not necessary for the government to prove that the offenses were committed precisely on the dates charged.

JURY INSTRUCTION NO. 18
Translations

During the trial, you listened to audio recordings in the Spanish language, and you were presented with transcripts of the recordings, both of which were admitted into evidence. The transcripts include on the left a transcription of what the government submits was said on the audio recordings in Spanish. The transcripts include on the right a translation of that Spanish into English. In this case, there may be a difference of opinion between the government and the defense about what is audible in a portion of the second recorded meeting between defendant and Anthony Maceira. If you believe the disputed portion is inaudible, you should disregard that portion of the transcript. Although some or all of you may know the Spanish language, it is important that all jurors consider the same evidence. Therefore, for the portions of the recording you believe to be audible, you must accept the English translations contained in the transcripts as the official language to be used in your deliberations. For exhibits admitted in the Spanish language which include English translations, the English translation constitutes the official translation and is to be used in your deliberations.

JURY INSTRUCTION NO. 19
Questioning by the Judge

During the course of the trial, I occasionally asked questions of a witness. Do not assume that I hold any opinion on the matters to which my questions may relate. The Court may ask questions simply to clarify a matter, not to help one side of the case or hurt another side. Remember at all times that you, as jurors, are at liberty to disregard all comments of the Court in arriving at your own findings as to the facts.

JURY INSTRUCTION NO. 20
Admonishing Attorneys

Sometimes the Court admonishes or warns an attorney who out of zeal for his or her client does something which is not in keeping with the rules of evidence or procedure. If this happens, do not permit this to have any effect on your evaluation of the merits of any evidence that comes before you. You are to draw absolutely no inference against the side to whom an admonition of the Court may have been addressed during the trial of this case.

JURY INSTRUCTION NO. 21
Cautionary Note

I want to caution you that you are here to determine from the evidence presented whether the government has proven that the defendant is guilty beyond a reasonable doubt. The defendant is not on trial for any act or offense not alleged in the indictment.

The only question you must answer is whether the government has met its burden, proving beyond a reasonable doubt each element of each of the crimes with which the defendant has been charged in the indictment. It is not up to you to decide whether any other person is guilty of any crime. The question of the possible guilt of others should not enter your thinking when you decide whether the government has proved beyond a reasonable doubt that the defendant committed the offenses alleged.

JURY INSTRUCTION NO. 22
Find Facts and Follow Law

It is your duty to find the facts from all the evidence admitted in this case. To those facts you must apply the law as I give it to you. The determination of the law is my duty as the presiding judge. It is your duty to apply the law exactly as I give it to you, whether you agree with it or not. You must not be influenced by any personal likes or dislikes, prejudices or sympathy. That means that you must decide the case solely on the evidence before you and according to the law. Remember that you took an oath promising to do so at the beginning of the case.

In following my instructions, you must follow all of them and not single out some and ignore others; they are all equally important. You must not read into these instructions, or into anything I may have said or done, any suggestion by me as to what verdict you should returnCthat is a matter entirely for you to decide.

JURY INSTRUCTION NO. 23
Duty to Deliberate

Any verdict must represent the considered judgment of each one of you. In order to return a verdict it is necessary that each juror agree to it. In other words, your verdict must be unanimous.

It is your duty as jurors to consult with one another and to deliberate in an effort to reach agreement if you can do so without violence to individual judgment. Each of you must decide the case for yourself, but only after an impartial consideration of the evidence in the case with your fellow jurors. In the course of your deliberations, do not hesitate to re-examine your own views and change your opinion if convinced it is erroneous. But do not surrender your honest conviction as to the weight or effect of the evidence solely because of the opinion of your fellow jurors, or for the mere purpose of returning a verdict.

Remember that at all times you are not partisans. You are judges B judges of the facts. Your sole interest is to determine from the evidence in this case whether the Government has proven its case beyond a reasonable doubt.

JURY INSTRUCTION NO. 24
Consideration of Evidence

Your verdict must be based solely on the evidence and on the law as I have given it to you in these instructions. Nothing that I have said or done, however, is intended to suggest what your verdict should be; that is entirely for you to decide.

JURY INSTRUCTION NO. 25
Punishment

The punishment provided by law for the offenses charged in the indictment is a matter exclusively within the province of the judge, and should never be considered by you in any way in arriving at an impartial verdict as to the guilt or innocence of the defendant.

JURY INSTRUCTION NO. 26
Communication with the Court

If it becomes necessary during your deliberations to communicate with me, you may send a note to me through the court security officer, signed by your foreperson or by one or more members of the jury. No member of the jury should ever attempt to communicate with me on anything concerning the case except by a signed writing, and I will communicate with any member of the jury on anything concerning the case only in writing or orally here in open court. If you send out a question, I will consult with the parties as promptly as possible before answering it, which may take some time. You may continue with your deliberations while waiting for the answer to any question. Remember that you are not to tell anyone, including me, how the jury stands, numerically or otherwise, until after you have reached a unanimous verdict or have been discharged.

JURY INSTRUCTION NO. 27
Communication About the Case

During your deliberations, you must not communicate with, or provide any information to, anyone, by any means, about this case. You may not use any electronic device or medium, such as the telephone, a cell phone, smart phone, i-Phone, Blackberry or computer, the internet, any internet service, any text or instant messaging service, any internet chat room, blog, or website such as Facebook, MySpace, LinkedIn, YouTube, TikTok, or Twitter, to communicate to anyone any information about this case or to conduct any research about this case until I accept your verdict. In other words, you cannot talk to anyone on the phone, correspond with anyone, or electronically communicate with anyone about this case. You may only discuss the case in the jury room with your fellow jurors during deliberations. Please inform me immediately if you become aware if any juror does not follow these instructions.

You may not use these electronic means to investigate or communicate about the case because it is important that you decide this case based solely on the evidence presented in this courtroom. Information on the internet or available through social media might be wrong, incomplete, or inaccurate. You are only permitted to discuss the case with your fellow jurors during deliberations

because they have seen and heard the same evidence you have. In our judicial system, it is important that you not be influenced by anything or anyone outside of this courtroom. Otherwise, your decision may be based on information known only by you and not your fellow jurors or the parties in the case. This would unfairly and adversely impact the judicial process.

JURY INSTRUCTION NO. 28
Return of Verdict Form

Upon retiring to the jury room you should first select one member of the jury to act as your foreperson to preside over the deliberations and to be your spokesperson here in court.

I want to read to you now what is called the verdict. This is simply the written notice of the decisions you will reach in this case.

[Read Verdict form]

After you have reached a unanimous verdict, your foreperson will fill in the verdict form, sign and date it. You will then advise the court security officer outside your door that you are ready to return to the courtroom. After you return to the courtroom, your foreperson will deliver the completed verdict form as directed in open court.

APPENDIX H

APP H EXCERPT IL POSTINOTRANS. pdf.pdf

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UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

GOVERNMENT
ID #
4
Cr. No. 21-017 (FAB)

File Number:	SJ-3139105
Requesting Official(s):	SA Juan Carlos López
Request ID and Task ID(s):	1025175, 1025746.1025752
Date Completed:	8/6/2019
Linguist(s):	C92W56B74
Reviewer(s):	N/A
Source Language(s):	Spanish
Target Language:	English
Source File Information	
Name of Audio File or CD | ID:	1D-1
–Date, Time, Duration:	7/16/2019, 7:10 PM, 02:24:56

CERTIFIED TRANSLATION

I, Cristina López, certify that this is a true and accurate translation, to the best of my abilities, of the original Spanish transcript created and provided by the agency.

Pursuant to Local Rule 5(c)(3).

SIDE-BY-SIDE TRANSCRIPTION/TRANSLATION

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11/22/23

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[TN:
1.- Situation turning into a Vieques - Comparison to the Vieques Island protests to oust the United States Navy.

2. - Cogeculo - literally translates to ass-grabbing. In Venezuela the term is used to mean something that is out of control/a mess.

3.- OGP = Oficina de Gerencia y Presupuesto de Puerto Rico / Puerto Rico Office of Management and Budget (OMB)

4. - Hacienda = Departamento de Hacienda / The Puerto Rico Department of Treasury]

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File Number: SJ-3139105
Task ID: 1025746.1025752
Name of Audio File: 1D-1

Participants:

CHS	Confidential Human Source
SDC	Sixto Jorge Díaz Colón AKA Sixto George
UM	Unknown Male
UF	Unknown Female
SA	Special Agent
MARIA	María (LNU)

Abbreviations:

[]	Exegesis	[PI]	Protect identity
[TN:]	Translator's Notes	[OV]	Overlapping voices
[PH]	Phonetic		
[UI]	Unintelligible		

Primary language	Spanish (standard font Times New Roman 12)
Secondary language	*English (italics)*

File Number: SJ-3139105
Task ID: 1025746.1025752
Name of Audio File: 1D-1

	[Sesión 0226.001]	[Session 0226.001]
	[Pausa - Ruidos de fondo]	[Pause - Background noises]
SA:	*Today's date is… July 16, 2019. This is going to be a consensual recorded conversation between Chevi* [PH] *and Sixto George. Approximate time is 7:10 PM.*	*Today's date is… July 16, 2019. This is going to be a consensual recorded conversation between Chevi* [PH] *and Sixto George. Approximate time is 7:10 PM.*
	[Fin de la sesión 0226.001]	[End of session 0226.001]
	[Sesión 0226.002]	[Session 0226.002]
SA:	*Again, this is going to be a consensual recorded call between… Chevi* [PH] [tose] *Chevi* [PH] *and Sixto George. Approximate time is 7:10 PM. Date is July 16, 2019.*	*Again, this is going to be a consensual recorded call between… Chevi* [PH] [coughs] *Chevi* [PH] *and Sixto George. Approximate time is 7:10 PM. Date is July 16, 2019.*
	[00:00:22 - Pausa - Ruidos de fondo - 00:02:10]	[00:00:22 - Pause - Background noises - 00:02:10]
UM:	Buenas, caballero.	Hello, sir.
CHS:	Buenas. ¿Estás bien?	Hello. Are you doing okay?
UM:	Buenas noches.	Good evening.
CHS:	Igualmente. [Ruido en el trasfondo - Pausa] Buenas noches.	Same to you. [Background noise - Pause] Good evening.
UM:	Buenas noches.	Good evening.
	[00:02:33 - Pausa - Ruidos en el trasfondo- 00:03:33]	[00:02:33 - Pause - Background noise- 00:03:33]
CHS:	[UI]. Vamos--	[UI]. Let's head--

File Number: SJ-3139105
Task ID: 1025746.1025752
Name of Audio File: 1D-1

UM:	[OV] [UI].	[OV] [UI].
CHS:	--a iL Postino, por favor, que está frente a… a Pizza y Birra.	--to iL Postino, please, which is right across from… from Pizza y Birra.
	[Pausa - Ruido en el trasfondo]	[Pause - Background noise]
UM:	Jefe, eso se lo mandó… Cynthia. [Pausa] [UI].	Boss, that was sent to you by… Cynthia. [Pause] [UI].
CHS:	¿Uhm?	Huh?
UM:	Ese lo mandó Cynthia. Y este lo mandó [UI].	Cynthia sent you that. And this one is from [UI].
CHS:	[UI]. ¿Ya? [Pausa] ¿Me prestas un bolígrafo, por favor? [Pausa] Gracias. [00:04:43 - Pausa larga - Ruidos en el trasfondo - 00:11:43] [Al teléfono] *Hello*. [Pausa] ¿Cómo? [Pausa] *Yes*. ¿Y tú? [Pausa] Sí, me duele la cabeza. [Pausa] ¿Y tú? [Pausa] ¿El qué? Perdón. [Pausa] ¿A qué? [Pausa] Es Jennifer. [Pausa] *Okay*. [Pausa] *Okay*. [Pausa] *Okay*. [Pausa] [Ríe] [Pausa] No, pero eso es a mí na' más. [Pausa] ¡Ay Dios! Mira, te llamo. [Pausa] *Thank you*. *Bye*. [Fin de la llamada] [00:13:10 - Pausa - 00:13:46] Si puedes, entra al *parking*, por favor, de iL Postino. Aquí a la izquierda.	[UI]. That's it? [Pause] Can you lend me a pen, please? [Pause] Thank you. [00:04:43 - Long pause - Background noises - 00:11:43] [On the phone] Hello. [Pause] Excuse me? [Pause] Yes. And you? [Pause] Yes, I have a headache. [Pause] And you? [Pause] What? I'm sorry. [Pause] To what? [Pause] It's Jennifer. [Pause] Okay. [Pause] Okay. [Pause] Okay. [Pause] [Laughs] [Pause] No, but that's just to me. [Pause] Oh God! Listen, I'll call you back. [Pause] Thank you. *Bye*. [End of call] [00:13:10 - Pause - 00:13:46] If you can, please go into the parking lot of iL Postino. It's here on the left.
	[00:13:49 - Pausa - Ruido en el trasfondo - 00:14:31]	[00:13:49 - Pause - Background noise - 00:14:31]
UM:	Es por aquí.	It's through here.

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	[00:14:33 - Voces ininteligibles en el trasfondo - Pausa - 00:14:48]	[00:14:33 - Unintelligible voices in background - Pause - 00:14:48]
UM:	Buenas.	Good evening.
CHS:	Buenas noches. Voy para el segundo piso.	Good evening. I am going to the second floor.
	[Pausa]	[Pause]
UM:	No hay nadie todavía.	No one is there yet.
CHS:	*Okay*.	Okay.
UM:	Pero puedes pasar.	But you can go in.
CHS:	Gracias.	Thank you.
	[Pausa]	[Pause]
UM:	Es por acá. Acá arriba.	It's right this way. Up here.
CHS:	Gracias.	Thank you.
UM:	¿Está encendido?	Is it lit?
UM:	Sí, yo lo encendí ahora.	Yes, I turned it on just now.
CHS:	Gracias. [Pausa] Buenas noches.	Thank you. [Pause] Good evening.
	[Ruido en el trasfondo]	[Background noise]
UM:	¿Le sirvo algo para tomar? ¿Le apetece un palito o… una copa de vino o algo?	Would you like something to drink? Would you like a mixed drink or… a glass of wine or something?
CHS:	¿Tiene Balvenie?	Do you have Balvenie?
UM:	Balvenie no, caramba.	No, Balvenie, shucks.

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CHS:	¿Y Macallan?	And Macallan?
UM:	Sí.	Yes.
CHS:	A las rocas,--	On the rocks,--
UM:	[OV] ¿Doce, dieciocho?	[OV] Twelve, eighteen?
CHS:	--por favor. Doce.	--please. Twelve.
UM:	Doce.	Twelve.
CHS:	Gracias.	Thank you.
UM:	[OV] Muy bien.	[OV] Very well.
	[00:15:22 - Pausa - Ruidos en el trasfondo - 00:15:37]	[00:15:22 - Pause - Background noise - 00:15:37]
CHS:	Ay, puñeta, qué calor.	Oh, fuck, it's so hot.
	[00:15:39 - Pausa - Ruidos en el trasfondo - 00:16:13 - Silbando - Pausa - 00:17:05 - Voces en el trasfondo - Pausa - Ruidos en el trasfondo - 00:29:10 - Voces en el trasfondo - 00:29:43]	[00:15:39 - Pause - Background noises - 00:16:13 - Whistling - Pause - 00:17:05 - Voices in background - Pause - Background noise - 00:29:10 - Voices in background - 00:29:43]
UM:	¿Quiere fresquito?	You want some breeze?
CHS:	Sí, gracias.	Yes, thank you.
UM:	¿Sí?	You do?
	[00:29:45 - Pausa - Ruido en el trasfondo - 00:33:23 - Se escucha brevemente a UF y SDC en el trasfondo - 00:33:29]	[00:29:45 - Pause - Background noise - 00:33:23 - UF and SDC are briefly overheard in background - 00:33:29]

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SDC:	Papi.	Bro.
	[Pausa - Ruido en el trasfondo]	[Pause - Background noise]
CHS:	¿Qué es la que hay? ¿Estás bien, viejo?	What's up? Are you okay, old man?
SDC:	Bien, ¿y tú?	Fine, and you?
CHS:	Bien, papi.	I'm good, bro.
SDC:	Aquí, cansa'o, con una… una presión en el pecho cabrona, bien fuerte, por, por to' este mierdero injusto. Pero… me frustro también contigo, cabrón, porque te lo dije: "Llámate a Raúl". [Pausa - Susurrando] [UI] que se caguen en su madre. Aquí no hay *break.* [Pausa] Aquí, aquí no hay *break.*	Here, tired, with this… this damn heavy pressure on my chest because, because of all this unfair shit. But… I am frustrated with you too, motherfucker, because I told you: "Call Raúl." [Pause - Whispering] [UI] they can go fuck themselves. There is no break here. [Pause] Here, there is no break here.
CHS:	No, ya veo.	No, I can see that.
SDC:	[OV] No hay *break.*	[OV] There is no *break.*
CHS:	Ya veo. Ya veo. Ya veo.	I can see that. I can see that. I can see that.
	[Pausa]	[Pause]
SDC:	No hay *break.*	There is no break.
CHS:	Es que no sabía cuánta gente iba a haber aquí abajo.	It's just that I didn't know how many people would be down here.
SDC:	No, papi… aquí no hay *break.*	No, bro… there is no break here.
CHS:	[Suspira] ¿Ya tú-- Te ibas a tomar algo? Yo tengo eso ahí. No lo he proba'o, pero...	[Sighs] Have you-- Were you going to have something to drink? I have this here. I haven't tried it but...
SDC:	¿Qué tú estás tomando?	What are you drinking?

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CHS:	Whisky. Un Macallan.	Whisky. Some Macallan.
SDC:	Macallan. Un Macallan también.	Macallan. I'll have a Macallan too.
CHS:	Pero ni lo he, ni lo he toca'o.	But I haven't, I haven't even touched it.
SDC:	Picadera.	Appetizers.
UF:	¿Quieres fritas o las salteadas? [UI]. ¿Papitas fritas o papitas salteadas?	Do you want them fried or sautéed? [UI]. Fried potatoes or sautéed potatoes?
CHS:	Las que diga él.	Whatever he says.
SDC:	[OV] [UI]--	[OV] [UI]--
CHS:	Nunca he proba'o ninguna de las dos aquí.	I have never tried either one here.
SDC:	[OV] Está bien, tráete las dos.	[OV] All right, bring both.
UF:	[UI]--	[UI]--
SDC:	Pues si vas a traer… ¿Quieres chu--? ¿Quieres churrasco? [Pausa] ¿Qué quieres comer?	Well, if you are going to bring… You want ski--? Do you want skirt steak? [Pause] What do you want to eat?
CHS:	Esto… no sé. Tienen unas…	Uh… I don't know. Do you have
SDC:	Papi, lo que él quiera [UI]--	some… Bro, whatever he wants [UI]--
CHS:	[OV] Lo que tú digas. Yo no…	[OV] Whatever you say. I don't…
SDC:	[OV] [UI]--	[OV] [UI]--
CHS:	Aquí yo he-- Aquí yo he comido dos veces nada más.	Here, I have-- I have eaten here only twice.
UF:	[OV] Uh, la picadera aquí es--	[OV] Oh, appetizers here are--

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CHS:	O una, no me acuerdo.	Or once, I don't remember.
UF:	Uh, pero tienes que probar esto. Hay un churra-- Hay un risotto. ¿Te gusta el risotto?	Oh, but you have to try this. There is a skirt ste-- There is a risotto. Do you like risotto?
CHS:	Sí.	Yes.
SDC:	No, pero el risotto no es aperitivo.	No, but risotto is not an appetizer.
UF:	[OV] Pues, hay un risotto con punta de filete, chorizo, tomates secos y espinacas.	[OV] Well, there is a risotto with sirloin tips, *chorizo*, sun-dried tomatoes and spinach.
SDC:	*Wow*.	Wow.
	[Pausa]	[Pause]
UF:	Y *lobster mac and cheese* también.	And there is also lobster mac and cheese.
CHS:	[Risa]	[Laughing]
SDC:	Pero es que esta cabrona está entrenada--	This broad has been trained--
CHS:	No, no, ya veo.	No, no, I can see that.
SDC:	--pa' vendértelo.	--to sell it to you.
CHS:	Lo que tú digas, mano.	Whatever you say, man.
	[Pausa]	[Pause]
SDC:	¿Sí?	Yes?
UF:	Como ustedes quieran.	It's up to you guys.
SDC:	Pues ya.	That's it then.

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UF:	[OV] Igual puedo traer,--	[OV] I can also bring,--
SDC:	Ya.	We'll go with that.
UF:	--podemos pedir... si quieren churrasco, pues churrasco y si quieren… churrasco y pescado, podemos hacer un *lobster mac and cheese* con tru-- Con aceitito de trufa o si quieres [UI]--	--we can order… if you want skirt steak, well, skirt steak and if you want… skirt steak and fish, we can do a lobster mac and cheese with tru-- With truffle oil or if you prefer [UI]--
CHS:	[OV] ¿Algo como para compartir?	[OV] Something like for sharing?
UF:	Sí. Eh, puedes pedir--	Yes. Uh, you can ask for--
SDC:	[OV] Pue--	[OV] We--
UF:	--dos platitos de esos pa' compartir.	--two small plates of those to share.
SDC:	Puede ser, este, dos, este… dos, este, risottos.	Well, it can be, uh, two, uh… two, uh, risottos.
CHS:	*Okay*.	Okay.
SDC:	Y, este, ¿picamos algo?	And, uh, you want some appetizers?
CHS:	Pues, dale.	Well, all right then.
SDC:	Sí, sí--	Yeah, yeah--
UF:	[OV] O un risotto, porque acuérdate que es grande.	[OV] Or just one risotto, because remember it's big.
CHS:	Ah, pues un risotto.	Oh, well one risotto.
SDC:	[OV] Como tú quieras--	[OV] It's up to you--
CHS:	Yo no estoy esmaya'o tampoco.	I'm not starving either.

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SDC:	Ah, pues, si quieres un risotto que ya venga dividido.	Well, if you want, bring us one risotto divided into two.
UF:	*Okay*. Sí.	Okay, yes.
SDC:	¿Sí? Y, este, y para picar, churrasco.	Okay? And, uh, and skirt steak as an appetizer.
CHS:	*Okay*.	Okay.
SDC:	Churrasco con, con papas salteaditas y papas fritas, por favor--	Skirt steak with, with sautéed potatoes and fried potatoes, please--
UF:	[OV] Y les traigo las croquetas.	[OV] And I will bring the rissoles.
SDC:	--las dos. Y las croquetas de sepia.	--both. And the cuttlefish rissoles.
CHS:	¡Diablo, tú sí que tienes hambre, mano! [Ríe]	Damn, you sure are hungry, man! [Laughs]
SDC:	Papi, ¿yo? Yo me quiero comer el mundo. [Aparte] ¿Y el Macallan?	Bro, me? I want to eat everything in sight. [Aside] And the Macallan?
UF:	Sí, vengo ahora.	Yes, I will be right back.
	[Pausa]	[Pause]
CHS:	Yo estoy al revés, yo con toda esta mierda no estoy casi... Que eso es lo único bueno, de haber activa'o toda esta mierda.	I'm upside down, with all this shit I'm hardly... That's the only good thing about having triggered all this shit.
	[00:36:11]	[00:36:11]
SDC:	Sí, papi. Yo estoy, yo estoy frustrado a unos niveles cabrones, a unos niveles-- Porque es cuando tú sabes que, que… que se pudo haber evitado. Pero qué carajo. Yo hablé, yo hablé con el	Yeah, bro. I am, I am so frustrated to such a fucking degree, to such degree-- Because this is when you know that, that… that it could have been avoided. But what the heck. I spoke, I spoke with the master

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	maestro [PH]… y él me dijo… que sí, reconoce que no de-debió haberlo manejado así, pero que… eh, [UI] está pasando [UI]. Yo digo que en mi oficina, en mi oficina, papi, tenemos una película. [UI] película. [UI] al igual que yo estoy… ayudando… en mi película. Y van a pasar unas cosas en estos días. Y, y parte de mi equipo y mis asesores me están diciendo que esto se puede convertir en un Vieques. Y si esto se convierte en un Vieques, mano… va a ser bien complicado.	[PH]… and he said to me… that, yes, he realizes that he should not ha-have dealt with it this way, but that… uh, [UI] is happening [UI]. I say that at my office, at my office, bro, we have a storyline. [UI] storyline. [UI] just like I'm… helping… with my storyline. And certain things are going to happen these coming days. And, and part of my team and my advisers are telling me that this could turn into a Vieques. And if this turns into a Vieques, man… it will get very complicated.
CHS:	Tú me habías dicho que tú ibas a ver a Rauli el domingo--	You had mentioned to me that you were going to meet with Rauli on Sunday--
SDC:	[OV] Sí. Sí.	[OV] Yes. Yes.
CHS:	--y que él te iba a enseñar la carpeta.	--and that he was going to show you the binder.
SDC:	[OV] Sí, sí, bueno--	[OV] Yes, yes, well--
CHS:	[OV] Que--	[OV] That--
SDC:	--la carpeta yo la he visto hace tiempo. La primera vez que salió--	--I saw the binder a long time ago. The first time that it came out--
CHS:	*Okay*.	Okay.
SDC:	--y pues, [UI] por eso te dije, yo te dije a ti, yo te dije a ti todo eso--	--and well, [UI] that's why I told you, I told you, I told you about all that--
CHS:	[OV] ¿Cuán grande es la carpeta?	[OV] How big is that binder?
SDC:	Papi, mi pana, yo te dije. Mira yo tuve ese chat--	Bro, dude, I told you. Listen, I had that chat--

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CHS:	[OV] [Suspira]	[OV] [Sighs]
	[00:37:35 - Pausa - Ruido en el trasfondo - 00:37:58]	[00:37:35 - Pause - Background noise - 00:37:58]
SDC:	[UI]. [UI] y él me dijo: "Papi… Sixto [UI] eso es bien complicado". Y yo: "Cabrón, pero yo podía haber trabajado [UI].--	[UI]. [UI] and he said to me: "Bro… Sixto [UI] that is very complicated." And I said: "Motherfucker, but I would have been able to work [UI].--
CHS:	[OV] Ujum.	[OV] Uh-huh.
SDC:	--Cabrón, [UI]. ¿Tú eres loco?" [Pausa] [UI]. Y él me decía: "Sixto, esto yo no tengo que sacar lo de María Palau. No hay que sacarlo. Es tal, va a salir, se van a joder. El esposo y ella se van a joder". Este, él me habló una cosa tuya que te lo dije. Que él-- Que no me especificó. Que tenía que ver algo con Puertos. Y el chat. Me dijo: "Con el chat nada más yo los descojono. Con el chat nada más, papi, la gente va a querer que, que, que Ricardo se vaya pa'l carajo, papi". Pero cuando él me dice esas cosas, en ese principio cuando estaban jodiendo con el hijo de Raúl [PH]--	--Fucker, [UI]. Are you crazy?" [Pause] [UI]. And he would say to me: "Sixto, I don't have to expose the María Palau thing. It doesn't have to be released. As is, it's going to come out and they will get screwed. She and her husband are going to get screwed." Uh, he mentioned to me something about you, and I mentioned that to you. Which he-- He didn't specify. It had something to do with Ports. And the chat. He told me: "With the chat alone, I will fuck them. With the chat alone, bro, the people will want for, for, for Ricardo to go to hell, bro." But when he said these things to me, at the beginning, when they were fucking around with Raúl's [PH] son--
CHS:	[OV] Ujum.	[OV] Uh-huh.
SDC:	--ese momento histórico, ¿que eso hace cuánto hace, seis meses? [Pausa] ¿Ocho meses? [Pausa] Ponle cuatro.	--at that historical moment, and that was what, six months ago? [Pause] Eight months ago? [Pause] Let's say four.
CHS:	Ah, espérate, espérate, espérate. Tú me estás hablando de cuando nosotros nos reunimos. Tú me estás hablando… de…	Oh, wait a minute, wait a minute, wait a minute. You are talking to me about when we met. You are talking… about… damn,

	diablo, de enero, cuando reventó lo de Teresita.	back in January, when the Teresita thing broke out.
SDC:	Papi, óyeme… exacto, cuando reventó to' eso y él me muestra ese chat. Pero después, en ese momento histórico-- [Aparte] Saludos.	Bro, listen to me… exactly, when all of that exploded and he showed that chat to me. But after that, in that historic moment- - [Aside] Hello.
UM:	¿Qué tal?	How's everything?
SDC:	Bien, ¿y tú, viejo?	Fine, and you, old man?
UM:	Todo bien.	Everything good.
	[Pausa]	[Pause]
SDC:	Estas croquetas son una película.	These rissoles are something else.
	[Pausa]	[Pause]
CHS:	Diablo, y estuvieron rápidas. ¿O es que tú las pediste desde abajo?	Damn, and they were ready so quickly. Or did you order them while you were downstairs?
SDC:	Sí, desde abajo. [Ríe] Desde abajo. Porque ellos me conocen ya. No, si quieres, no te preocupes pa' no tener tantos,--	Yes, from downstairs. [Laughs] When I was downstairs. They already know me. No, if you want, don't worry about it, that way we don't have that many,--
UM:	[OV] *Okay*.	[OV] Okay.
SDC:	--tantos platitos. Eso lo picamos ahí y ya.	--that many plates. Uh, we will cut it up there and that's it.
	[Pausa]	[Pause]
UM:	Que te aproveche.	Hope you enjoy it.

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CHS:	¿Croquetas--	Rissoles--
UM:	[OV] Buen provecho.	[OV] Enjoy your meal.
CHS:	--de qué?	--made of what?
SDC:	Gracias, viejo. Esos son croquetas de sepia con tinta de calamares. [Pausa] Pruébalo.	Thank you, old man. Those are rissoles made of cuttlefish with calamari ink. [Pause] Try it.
CHS:	Provecho.	Enjoy your meal.
SDC:	Y tú me dices si son una hija de putada o no. [Pausa] [UI] por lo menos a mí me gustan, cabrón.	And you can tell me if they are fucking out of this world or not. [Pause] [UI] at least I like them, motherfucker.
	[Pausa]	[Pause]
CHS:	Hm, ¿de setas?	Uhm, mushroom?
SDC:	¿Uh?	Huh?
CHS:	¿De setas?	Are these mushroom?
	[Pausa]	[Pause]
SDC:	Sepia.	Cuttlefish.
CHS:	¿Qué es sepia?	What is cuttlefish?
	[Pausa]	[Pause]
	[00:40:46]	[00:40:46]
SDC:	Cuando vuelve otra vez el [UI].	When the [UI] came back.
CHS:	Ujum.	Uh-huh.

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SDC:	Que iban a joder con Raúl otra vez--	When they were going to fuck with Raúl again--
CHS:	Ujum.	Uh-huh.
	[Pausa]	[Pause]
SDC:	Eso fue como--	That was like--
CHS:	[OV] Sí, sí, fue en la portada que ahí fue que tú me escribiste.	[OV] Yes, yes, it was on the cover page and that's when you wrote to me.
SDC:	Ujum. Exacto. Cuando empieza eso, [ruido] ahí es que yo te digo porque él volvió… él volvió y me llamó.	Uh-huh. Exactly. When that started, [noise] that is when I am telling you because again… he called me again.
CHS:	[Aparte] Gracias.	[Aside] Thank you.
SDC:	Él me llamó-- [Pausa] Él volvió y me llamó. Salud, hermanito. [Pausa - Ruido en el trasfondo] Gracias, viejo. Después de ahí, cuando [UI] revolú… ahí vuelve y me llama: "Nos tenemos que ver. Te quiero ver". Él vuelve a mostrarme la carpeta sin, sin, sin abrirla no, la carpeta--	He called me-- [Pause] He called me again. Cheers, brother. [Pause - Background noise] Thank you, old man. After that, when [UI] mess… he called me once again: "We have to meet. I want to see you." He shows me the binder once again without, without, without opening it right, the binder--
CHS:	[OV] Ujum.	[OV] Uh-hm.
SDC:	--que tiene. [Pausa] Y…	--that he has. [Pause] And…
	[Pausa]	[Pause]
CHS:	[Aparte] Gracias.	[Aside] Thank you.
	[Pausa]	[Pause]
SDC:	Y me dice, me dice: "Papi… no vuelvas. No vuelvas. Yo sé que son los amigos	And he said to me, he said to me: "Bro… don't go back. Don't go back. I know that

	tuyos, pero no vuelvas". "[UI] papi, cálmate. [UI] odio. Actuar con odio no es saludable. Cálmate". "No, papi, si botan a papi... Papi, yo que me joda. A mí me jodieron ya, Sixto. Si botan a papi, que papi es un mama'o. Yo lo conozco. Y que no es porque sea mi papá, papi es el tipo más pendejo y mama'o y sano del mundo. Si joden con papi, voy a quemar a Puerto Rico. Lo voy a quemar [UI]. Esto quema a Puerto Rico". Yo: "Papi, cálmate. Cálmate". Es más, papi, y al lado mío, te tiro a ti.	they are your friends, but don't go back." "[UI] bro, calm down. [UI] hate. It is not healthy to act out of hate. Calm down." "No, bro, if they fire my dad... Bro, it doesn't matter what happens to me. They already fucked me over, Sixto. But if they fire my dad, knowing that my dad is a softie. I know him. And it's not because he is my dad, but my dad is a pussy, a softie and the most inoffensive guy in the world. If they mess with my dad, I am going to burn down Puerto Rico. I am going to burn it down [UI]. This will burn down Puerto Rico." I was like: "Bro, calm down. Calm down." As a matter of fact, bro, he's right next to me and I text you.
CHS:	Ujum.	Uh-huh.
SDC:	Él al lado mío. Y yo empiezo a decirte, papi, esto, sabes... De que si tú lo sentiste como una amenaza, como me dijiste.	He was next to me. And I started to tell you, bro, this, you know... If you felt it as a threat, like you said to me.
CHS:	Sí, sí.	Yes, yes.
SDC:	Yo estaba al lado de él. Yo lo que-- Yo quizás yo te estaba transmitiendo su amenaza.	I was next to him. What I-- Perhaps I might have been transmitting to you his threat.
	[Pausa]	[Pause]
CHS:	[UI]. [Suspira]	[UI]. [Sighs]
SDC:	Nada.	Nothing.
CHS:	Es que no me habías dicho la parte de... ¡Ay Dios!	The thing is that you had not mentioned to me the part about... Oh God!

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	[Pausa - Ruido en el trasfondo]	[Pause - Background noise]
SDC:	Cómete eso.	Eat that.
CHS:	Hm.	Hm.
SDC:	Papi, cómetela, por favor.	Bro, eat it, please.
CHS:	La de la vergüenza es tuya, papá.	The last piece is yours, bro.
SDC:	No, papi, la de la vergüenza es tuya hoy. Están riquísimas.	No, bro, today, you eat the last piece. They're really good.
CHS:	Pero, ¿qué es sepia?	But, what is cuttlefish?
SDC:	[OV] Yo las--	[OV] The--
CHS:	No me has dicho.	You haven't told me.
SDC:	¿Sepia? Ah, *okay*, perdón.	Cuttlefish? Oh, okay, I'm sorry.
CHS:	Sepia.	Cuttlefish.
SDC:	Sepia es un, es como un--	Cuttlefish is a, like a--
CHS:	Bueno, pues lo voy a coger.	Oh well, I'm going to grab it.
SDC:	Sí, papi. Tú sabes lo que es, este… este… diablo… que, que hay ensalada. Es como… un… Diablo, ¿cómo se llama eso? Este, tú sabes, hay mucha… sirven ensalada de churrasco. No, churrasco es esto. Este, ¿churrasco es? No, suena a eso. Ensalada de… carrucho. ¿Sabes lo que es ensalada de carrucho?	Yes, bro. Do you know this thing, uh… uh… damn… there are salads. It's like… a… Damn, what's it called? Uh, you know, there's a lot… they serve skirt steak salad. No, this is skirt steak. Uh, is it skirt steak? No, it sounds like that. Conch… salad. Do you know what a conch salad is?
CHS:	Claro.	Of course.

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SDC:	Pues es como un carrucho. Es un pez que es como un carrucho, pero se llama sepia. Pero es, es igual. Pero es blanco.	Well, it's like a conch. It's a fish that is like a conch, but it's called cuttlefish. But, it's, it's the same. But it's white.
CHS:	[OV] Están bien cabronas.	[OV] They're really fucking good.
SDC:	Sí, papi. El, el… el carrucho, el carrucho es como medio grisoso. La sepia es lo mismo, pero blanca. Entonces casi siempre la, la hacen con-- La trituran.	Yeah, bro. The, the… the conch, conch is kind of greyish. The cuttlefish is the same but it's white. And it is almost always done with-- They chop it up.
CHS:	*Okay.*	Okay.
SDC:	La trituran, la mezclan con, con, este, tinta de calamares, le hacen, le hacen la, la galleta, la ponen con aceite y mantequilla y huevo y las ponen a curar. Eso se seca, y cuando se seca que está bien durita, pa-parece como un, tostadita, bien durita, la fríen en aceite.	They chop it up, they mix it with, with, uh, calamari ink, they make, they make the, the batter, using oil, butter and egg and they let them sit there. It dries up and when it dries, it lo-looks hard, looks crispy, it is hard, they fry it in oil.
CHS:	Están bien sólidas.	They are solid.
SDC:	¡Qué! 'Acho, papi.	What! Seriously, bro.
CHS:	Y esa salsa, ¿qué es como un aioli?	And that sauce is like an aioli?
SDC:	Un, este, un, ¿tártara es que le dicen?	A, uh, tartar is what they call it?
	[00:44:44]	[00:44:44]
CHS:	Mira, entonces, la otra vez tú me habías dicho que Don Raúl… fue el que te llamó pa' que tú hablaras con, con Rauli.	Listen, so, last time you had mentioned to me that Mr. Raúl… was the one who called you so that you would speak to, to Rauli.
SDC:	Sí, papi.	Yes, bro.

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	[Pausa]	[Pause]
CHS:	¿Él, él todavía quiere evitar todo esto, o…?	Does he, he still want to avoid all of this, or…?
	[00:44:59]	[00:44:59]
SDC:	Óyeme, óyeme lo que te voy a decir… pa' que estemos claros. [Pausa] Pa' que estemos claros porque yo quiero que tú tengas esto en tu corazón y en tu [ruido en el trasfondo] [UI]. Yo quiero que tú tengas esto en tu corazón--	Listen, listen to what I am going to tell you… so that we are clear. [Pause] So that we are clear because I want you to keep this in your heart and in your [background noise] [UI]. I want you to keep this in your heart--
CHS:	[Suspira]	[Sighs]
SDC:	--y en tu mente. [Pausa] Rauli me llama… Rauli me llama. [Pausa] La primera vez que nos vimos y de camino yo le tiro a Raúl: "Raúl… voy de camino a hablar con él". Ya Raúl me había dicho que Rauli estaba desesperado. [UI]. [Pausa] Y cuando yo llego a donde él, Rauli me hace así, [UI]. Él me hace así [pausa]: "Sixto, yo quiero confiar en ti. [Pausa] Le quité este a papi. El celular suyo lo tengo yo. Le quité el celular a mi papá. Y no es la primera vez que se lo quito a ese cabrón, porque papi es un pendejo. Me encojona que él deja que lo jodan. Papi no tiene el carácter pa', pa', pa' darles frente a estos hijos de putas. Le quité el teléfono porque papi es un pendejo". [Pausa] Rauli le había quita'o el teléfono y no es la primera vez. A ese nivel, cabrón. Y le quitó el teléfono y hizo el *s*… el *screen* y, y imprimió todo. Que hay gente diciendo que Raúl, hijo de puta, este,	--and in your mind. [Pause] Rauli calls me… Rauli calls me. [Pause] The first time that we met, and on the way, I wrote to Raúl: "Raúl… I am on my way to talk to him." Raúl had already mentioned that Rauli was desperate. [UI]. [Pause] And when I got to where he was, Rauli went like this to me, [UI]. He went like this to me [pause]: "Sixto, I want to trust you. [Pause] I took this from my dad. I have his cellphone. I took my dad's cellphone. It's not the first time that I take it away from that motherfucker, because my dad is a pussy. It pisses me off that he lets them fuck him over. My dad does not have the backbone to, to, to confront these sons of bitches. I took his phone because my dad is a pussy." [Pause] Rauli had taken his phone and it wasn't the first time. To that level, motherfucker. And he took the phone and did the s… made screen [shots] and, and he printed everything. There are people saying that Raúl is a son

	que, que, que hizo *copy* de ese chat. No, papi, no fue Raúl, cabrón, fue Rauli. ¿Por qué? Porque ya en, en una conversación familiar Raúl decía [pausa]: "Mira estos tipos cómo hablan". [Pausa] Y Raúl llamaba a Ricardo y Ricardo me lo validó. Raúl llamaba a Ricardo pa' decirle: "Tú eres el gobernador de Puerto Rico. No te expreses así. Yo sé que es un vacilón de panas, pero no te expreses así. Ya ellos tienen que entender que tú eres el gobernador de Puerto Rico. Pero si tú eres el primero que estás vacilando en los chats, le das espacio a ellos pa' que ellos también jodan". Ya Raúl se lo había dicho. Pero Raúl tiene canas, cabrón. Raúl es un viejo.	of a bitch, uh, that, that, that he made a copy of that chat. No, bro, it wasn't Raúl, motherfucker, it was Rauli. Why? Because in, in a family conversation Raúl was saying [pause]: "Look at the way that these guys are talking." [Pause] And Raúl would call Ricardo and Ricardo confirmed this to me. Raúl would call Ricardo and tell him: "You are the governor of Puerto Rico. Do not express yourself like that. I know that this is just kidding around with friends, but you cannot express yourself like that. They need to understand that you are the governor of Puerto Rico. But if you are the very first one to joke around in these chats, you are giving them leeway to mess around too." Raúl had already told him. But Raúl has grey hair, motherfucker. Raúl is an old man.
CHS:	Sí, sí. Salió un mensaje también ahí que él… él escribió--	Yes, yes. There was a message too that he… he wrote--
SDC:	[OV] Sí, pero Raúl lo había llama'o. Y un día, me cuenta Raúl que un día… Rauli [UI] Raúl sabía porque Rauli, Rauli ya tenía en la mente, estos cabrones tienen un chat que está al garete. ¿Entiendes? Por eso él le coge el teléfono al papá para, rra, pa' verlo todo.	[OV] Yes, but Raúl had called him. And one day, Raúl tells me that one day… Rauli [UI] Raúl knew because Rauli, Rauli already had it in his mind that these motherfuckers have a chat that was out of control. You understand? That is why he took his father's phone in order to, wham, to see everything.
CHS:	Ujum.	Uh-huh.
SDC:	Pues un día él coge y le dice a la mujer, le dice: "Mira lo que acaba de escribir Ricardo". [Pausa] Y la mujer le dijo-- Él iba a llamar a [UI] y la mujer le dijo: "No lo llames. No lo llames, Raúl. Él es	And so one day he goes and says to his wife, he said: "Look what Ricardo just wrote." [Pause] And the wife said-- He was going to call [UI] and the wife said to him: "Don't call him. Do not call him,

	un adulto. [Pausa] Él es un adulto. Él no es un niño. No lo llames. No te metas más ahí. No te metas más ahí". La esposa le dijo así. Tú sabes, [PI]… una cosa de locos, papi.	Raúl. He is an adult. [Pause] He is an adult. He's not a child. Do not call him. Don't go there. Do not go in there anymore." The wife told him just like that. You know, [PI]… crazy stuff, bro.
CHS:	Tú me habías contado todo esto, pero está cabrón.	You had mentioned all of this to me, but it's fucked up.
SDC:	¡[PI]! [Pausa] Una cosa bien loca, *brother*. Una cosa bien loca. Una cosa bien loca, papi. Raúl… Eh, Ricardo lo que tenía que hacer ese día es abrazar a Raúl, papi, esa era la estrategia. "Mi *CO* de, de Hacienda, la película, acaba de, de descubrir esto, estábamos, estábamos en comunicación. Sabíamos lo que estaba pasando, este, no vamos a permitir la corrupción". Pa', una película, papi. Después a puerta cerrada le comía el culo, se le cagaba en la madre, le sacaba el bicho. Pero él no podía hacer eso. No podía hacer eso. Ahora mismo esto no estuviera pasando, puñeta. En vez de decirle: "[UI] cabrón".	[PI]! [Pause] It's something really crazy, brother. Something really crazy. Something real crazy, bro. Raúl… Uh, what Ricardo needed to do that day was hug Raúl, bro, that was the strategy. "My Department of Treasury CO, the storyline, just discovered this and we had been, we have been in constant communication. We knew what was going on, uh, we will not allow corruption." Wham, the storyline, bro. Then behind closed doors he could chew his ass off, kick his ass, cut off his dick. But he should not have done that. He shouldn't have done that. Right now this would not be happening, fucking shit. He should have said: "[UI] motherfucker."
CHS:	Sí, porque no es el gobierno, se está jodiendo Puerto Rico, punto.	Yes, because it's not the government, Puerto Rico as a whole is the one getting screwed, period.
SDC:	Sí, se lo dije. [UI]--	Yes, I told him. [UI]--
CHS:	[OV] Está jodiendo con nosotros, con ustedes, con los periódicos, con todo el mundo.	[OV] He is fucking with us, with you guys, with the newspapers, with everyone.
	[Pausa]	[Pause]

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SDC:	[UI]--	[UI]--
CHS:	Entonces… [Suspira] En-- Nosotros nos vimos, nosotros nos vimos... Tú me, tú me dijiste--	So… [Sighs] In-- We met, we met… You, you told me--
SDC:	Ujum.	Uh-huh.
CHS:	--y yo creo [UI]… no me acuerdo si fue por mensaje o por teléfono que tú me dijiste que lo ibas a ver el domingo.	--and I think [UI]… I don't remember if it was over a message or over the phone that you told me that you were going to see him on Sunday.
SDC:	Sí, sí, porque--	Yes, yes, because--
CHS:	[OV] Y me dijiste: "Tan pronto lo vea y tenga la copia, te llamo". Y tú nunca me llamaste.	[OV] And you told me: "As soon as I meet with him and get the copy, I'll call you." And you never called me.
SDC:	Sí, pero… créeme--	Yes, but… believe me--
CHS:	[OV] Y--	[OV] And--
SDC:	--que eso es así. [UI].	--that's how it is. [UI].
CHS:	Y después yo…	And then I…
	[Pausa]	[Pause]
SDC:	[UI]. Y paraba a Mayra y paraba todo. Y hacía declaraciones y todo. [UI]--	[UI]. And stopped Mayra and stopped everything. And made statements and everything. [UI]--
CHS:	[OV] Parabas a Mayra porque Rauli... Ah, porque ella representa a los dos.	[OV] Stopped Mayra because Rauli... Oh, because she represents both.
SDC:	Sí, por eso.	Yes, that's why.
CHS:	*Okay*.	Okay.

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SDC:	"Como único--	"All I--
CHS:	[Suspira]	[Sighs]
SDC:	--quiero $300,000". [Pausa] Y yo le dije: "Rauli, eso no va a pasar, Rauli. Eso no va a pasar". "Me jodieron. Me quitaron los contratos. Ahora yo estoy jodi'o, cabrón, por culpa de ellos". [Ruido] [UI]: "Cabrón, no voy a hacer eso. Eso se llama chantaje. Yo no voy a hacer eso". Yo ni te llamé, papi. Yo ni te llamé. Yo no te llamé.	--want is $300,000." [Pause] And I said: "Rauli, that is not going to happen, Rauli. That is not going to happen." "They fucked me over. They took away my contracts. Now I am fucked, motherfucker, because of them." [Noise] [UI]: "Motherfucker, I am not going to do that. That is called extortion. I am not going to do that." I didn't even call you, bro. I didn't even call you. I didn't call you.
CHS:	[OV] Por eso es que tú no me llamas ese domingo.	[OV] That's why you didn't call me that Sunday.
SDC:	Sí, yo no te llamé pa' decirte eso. Yo no te llamé. [Pausa] No te llamé, cabrón. No te llamé. ¿Pa' qué? Entonces ya yo sé, ya, ya yo sé--	Yes, I didn't call you to say that to you. I didn't call you. [Pause] I didn't call you, motherfucker. I didn't call you. What for? So I already know, I, I already know--
CHS:	[OV] ¡Ay, cabrón!	[OV] Oh, damn!
SDC:	Sí, sí. Él está, papi, él está, papi…--	Yes, yes. Bro, he is, bro, he is…--
CHS:	[OV] [Suspira]	[OV] [Sighs]
SDC:	--él está en otra película, cabrón. Yo ni te llamé pa' eso. Yo le dije: "Eso se llama chantaje". Eso es, esto es… eso es ganas de joder. Y yo no voy a repetir, esto que te acabo de decir, yo no lo vuelvo a repetir. [Pausa] Ni de chiste.	--he's in a different frame of mind, motherfucker. I didn't even call you for that. I said to him: "That is called extortion." That is, that is… wanting to screw someone over. And I am not going to repeat, what I just said to you. I am not going to repeat this ever again. [Pause] Not even as a joke.
	[Pausa]	[Pause]

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CHS:	¿A él le quitaron todos los contratos?	Did they take away all of his contracts?
SDC:	Le quitaron todos los contratos. En la, en la película de él, la película de él…	They took away all his contracts. In his, in his mind, in his mind…
	[Ruido en el trasfondo]	[Background noise]
CHS:	[OV] Mira--	[OV] Listen--
SDC:	[Aparte] Estaban espectaculares.	[Aside] These were spectacular.
CHS:	--¿quie-quieres otro, verdad?	--you wa-want another one, right?
UF:	¿Otro más?	One more?
SDC:	No, no, no, papi.	No, no, no, man.
CHS:	¿Tú quieres otra?	Do you want another one?
SDC:	Papi.	Bro.
CHS:	[Risa]	[Laughs]
UF:	Tienes mucha comida.	You have a lot of food.
SDC:	Papi.	Bro.
UF:	¿Quieres una… dos [UI]?	Do you want one… two [UI]?
SDC:	[OV] [UI]--	[OV] [UI]--
UF:	¿Cuatro?	Four?
SDC:	Sí.	Yeah.
UF:	¿Quieres más?	You want more?
SDC:	Sí, mi amor, tráenos seis.	Yes, sweetie, bring us six.

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UF:	[OV] [UI]--	[OV] [UI]--
SDC:	Créeme que no se va a perder.	Believe me it will not go to waste.
UF:	Entendido.	Understood.
CHS:	Estaban bien cabronas.	They were fucking good.
SDC:	Sí, sí.	Yeah, yeah.
	[Pausa]	[Pause]
CHS:	No, pues yo cuando he comido aquí… no me acuerdo, mano. [Pausa] ¿Qué yo comí? [Pausa] No me acuerdo qué fue.	No, well, the times that I have eaten here… I don't remember, bro. [Pause] What did I eat? [Pause] I can't remember what it was.
SDC:	Aquí también es bien bueno, ¿tú sabes lo que es, este… rodaballo?	Another thing that is really good here, do you know what, uh… flounder is?
CHS:	Sí.	Yes.
SDC:	Rodaballo aquí es una película. Porque el muchacho cuando los trae… él los pesca frescos, y lo trae fresco. Y el chef los prepara, papi, en su película.	Flounder here, is something else. Because the guy that brings them… he catches them fresh [on the spot] and brings them fresh. And the chef prepares them, bro, just right.
CHS:	No me acuerdo si lo que yo comí aquí fue carne, pero te confieso que no me encantó. Y por eso como que no… Pero esas croquetas estaban… A lo mejor fue un mal día o yo pedí algo más. Yo no me acuerdo ni qué fue, mano… pero esas--	I don't remember if what I ate here was some type of meat, but I have to confess that I wasn't thrilled. And that's why I kind of don't… But those rissoles were… Maybe it was just a bad day or I asked for something else. I don't even remember what it was, bro… but those--
SDC:	[OV] Hay unas,--	[OV] There are some,--

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CHS:	--croquetas estaban--	--rissoles were--
SDC:	--hay unas croquetas también-- Si quieres, las pedimos. No sé si tienes hambre. Hay unas croquetas de rodaballo--	--there are also some rissoles-- If you want, we can order them. I don't know if you are hungry. There are also flounder rissoles--
CHS:	*Okay.*	Okay.
SDC:	--que son una película también.	--and they are also simply amazing.
	[Pausa]	[Pause]
CHS:	[Suspira]	[Sighs]
SDC:	Pero yo prefiero esas, cabrón. Esas a mí me matan. [Pausa] Por eso desde que me, desde que yo estoy aquí, los cabrones me dicen: "¿Unas croquetas de sepia?" Y yo: "Sí, cabrones".	But I prefer those, motherfucker. Those are to die for. [Pause] That's why since I, as soon as I get here, these motherfuckers will ask me: "Cuttlefish rissoles?" And I'm like: "Yes, motherfuckers."
CHS:	[Ríe]	[Laughs]
	[Pausa - 00:52:40]	[Pause - 00:52:40]
SDC:	Pues papi, y eso, yo eso… este… este yo sé, yo sé, yo sé que el pueblo lo sabe. Ricardo lo sabe. [UI]. [Ruido]. [UI] que se le cague en la madre y… y… [UI]. [Pausa] [UI] estas cosas no puede ser a lo loco ni na' porque es darle gasolina --	So bro, and that, that I… uh… uh, I know, I know, I know the people knows that. Ricardo knows it. [UI]. [Noise]. [UI] he tells him to fuck off and… and… [UI]. [Pause] [UI] these things cannot be taken lightly and stuff, because it only adds fuel--
CHS:	[OV] No. No y no.	[OV] No. No and no.
SDC:	Es darle gasolina. Y este hijo de la gran puta, oye, este tipo con-- Rauli… Yo dije: "Mira, Rauli es mi amigo. Yo sé	It only adds fuels. And this son of a bitch, listen, this guy with-- Rauli… I said: "Listen, Rauli is my friend. I know that Rauli, I know that you are pissed."

	que Rauli, yo sé que tú estás encojona'o".	
CHS:	Diablo, te tiró al medio bien cabrón.	Damn, he threw you under the bus, big time.
SDC:	Papi, bien cabrón. [UI] y él me dijo: "Ese tipo me faltó al respeto, [UI]". Y yo: "Cabrón, yo estoy, yo estoy [UI]". "¿Pero él te mandó?" Y yo: "No. Él no me ha mandado. Soy yo, iniciativa mía. Iniciativa mía de, de ser… un… una persona que traiga paz al asunto. Yo no te estoy diciendo que tú vayas [UI] [ruido]… a hablar… sobre Ricardo Rosselló. No me malinterpretes, Arnaldo [PH]. Yo te estoy diciendo que hables con él". Y él me dijo: "¿Pero él te mandó?" Yo, "Vuelvo y te repito, él no me ha mandado cabrón, este… Arnaldo [PH]". Yo le digo: "Mira Arnaldo [PH], este… bueno las cosas se…" "Yo soy militar. Las cosas se resuelven hablando. Dile que me llame". Y yo dije: "Bueno yo tendría que hablar con él. Quiero que sepas que me puedo encontrar con que él me diga a mí, con que él me diga a mí que no quiere hablar contigo. Yo, yo lo quise hacer el ejercicio contigo primero para después saber lo que él quiere. Pero yo le, pero yo le voy a decir a él que ya yo hablé contigo. Y que tú estás dispuesto a que conversen". Y él me dijo: "Bueno pues, si él te dice que te, si él te dice... Quiero que seas sincero conmigo, si él te dice que no, dímelo. Pa' estar claro. Pero si te dice que sí, no hay problema. Yo espero la llamada. Pero me tiene que	Bro, fucking bad. [UI] and he told me: "That guy disrespected me, [UI]." And I said: "Motherfucker, I am, I am [UI]." "Did he tell you to do this?" And I said: "No. He did not ask me to do this. This is me, on my own initiative. My initiative to be, to be… a… the person who brings peace to this matter. I am not asking you to go [UI] [noise]… talk… about Ricardo Rosselló. Do not misinterpret me, Arnaldo [PH]. I am telling you to speak to him." And he said, "But did he ask you to do this?" I said: "I am going to repeat this to you once again, he did not send me, motherfucker, I mean uh… Arnaldo [PH]." I told him: "Look Arnaldo [PH] uh… well things can…" "I'm in the military. Things can be resolved by talking. Tell him to call me." And I said, "Well, I would have to talk to him. I want you to know that it could be the case that he will say to me, he will say to me that he doesn't want to talk to you. I, I wanted to run this by you first and then see what he wants. But I, but I am going to tell him that I already spoke to you. And that you are willing to talk." And he told me: "Well, if he says to you, if he says to you... I want you to be honest with me, if he says no, tell me. So I can be clear. But if he says, yes, then no problem. I will wait for the call. But he will have to call me.

	llamar él a mí. Yo no lo voy a llamar". [UI] yo llamo a Ricardo.	I am not going to call him." [UI] I will call Ricardo.
CHS:	Tú oíste lo que dijo Claudio.	You heard what Claudio said.
SDC:	Sí.	Yes.
CHS:	El cabrón dijo que lo llamaron de Fortaleza. [Ríe]	That motherfucker said that they called him from the Governor's Mansion. [Laughs]
SDC:	Sí, [UI].	Yes, [UI].
CHS:	Que lo llamó-- ¿Cómo fue? Que lo llamaron de Fortaleza para hablar y que él... y que él declinó. Cuando, cuando eso pasó... Bueno, perdóname... creo que antes que saliera... a mí me escribe Sadot de Metro para confirmar que el gobernador inten... que de Fortaleza intentaron comunicarse con un Arnaldo Claudio y que éste declinó. Y yo, yo dije, yo dije: "Qué puñeta es esto?" Yo dije: "¿Quién carajos está haciendo llamadas?" [Ríe] Que ahí fue que yo me enteré. Y escribo al gobernador, yo: "¿Gobe, usted llamó a Arnaldo Claudio?" Le dije: "Porque ahora mismo estoy tratando de confirmar". Y él me dice: "No". Entonces como ya yo... Como a mí me ha pe-- me ha mordido el perro antes, verdad,--	That he was called-- What was it? That they called him from the Governor's Mansion to talk and that he... supposedly he declined. When, when that happened... Well, excuse me... I think that before it came out... Sadot from Metro wrote to me to confirm that the governor attempt... that someone from the Governor's Mansion attempted to contact an Arnaldo Claudio and that this person declined. And I, I said, I said: "What the fuck is this?" I was like: "Who the hell is making phone calls?" [Laughs] And that's when I found out. And I wrote to the governor, I was like: "Governor, sir, did you call Arnaldo Claudio?" I said: "Because right now I am trying to confirm." And he said: "No." And since I already... Since I have be-- I have been in a situation like this before, right,--
SDC:	[OV] Sí, pero--	[OV] Yeah, but--
CHS:	--le pregunté uno a uno: "¿Tú llamaste? ¿Tú llamaste?" Y cuando todos me dijeron, yo dije: "*Okay*, nadie de	--I asked one by one: "Did you call? Did you call?" And when everyone replied, I said: "Okay, nobody from the Governor's

	Fortaleza llamó". Así que le contesté a Sadot: "Según la información que me dieron, nadie de Fortaleza llamó a Arnaldo". Y después, ¿dónde fue que salió, fue en Twitter… fue en Radio Isla?	Mansion called." So I replied to Sadot: "According to information that I received, nobody from the Governor's Mansion called Arnaldo." And after that, where is it that it came out, was it on Twitter… or was it on Radio Isla?
SDC:	Radio Isla, [UI]--	Radio Isla, [UI]--
CHS:	[OV] ¿Radio Isla fue, verdad?	[OV] It was Radio Isla, right?
SDC:	El hijo de la gran puta de Aníbal Acevedo Vilá: "Sixto George". Huele bicho.	That son of a bitch of Aníbal Acevedo Vilá: "Sixto George." Such a cocksucker.
CHS:	¿Él dijo tu nombre?	He mentioned you by name?
SDC:	Sí, cabrón. [UI]--	Yes, motherfucker. [UI]--
CHS:	[OV] ¿Aníbal?	[OV] Aníbal?
SDC:	Aníbal Acevedo Vilá. [Pausa] "El productor de Nación Z".	Aníbal Acevedo Vilá. [Pause] "The producer of Nación Z."
CHS:	[OV] Ese, ese es el colmo, mano. Tú sabes, tú tienes a--	[OV] That, that is too much, bro. I mean, you have--
	[00:56:33 - Pausa - Ruidos en el trasfondo - 00:56:40]	[00:56:33 - Pause - Background noise - 00:56:40]
SDC:	[UI]--	[UI]--
CHS:	Gracias.	Thank you.
SDC:	Estamos a dieta. ¿Te diste cuenta?	We are on a diet. Did you notice?
UM:	Sí, sí, sí.	Yes, yes, yes.
CHS:	[Ríe] Gracias.	[Laughs] Thank you.

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	[Pausa]	[Pause]
SDC:	Este es buen--	This is good--
CHS:	Son buenas. Pero lo otro, horita no nos lo vamos a comer.	They're good. But we won't be able to eat the other stuff that's coming.
SDC:	Ya debe de estar, verdad.	It should be ready, huh.
	[Pausa]	[Pause]
CHS:	Uh, están calientes.	Uh, they're hot.
SDC:	Sí, porque [UI]. [UI] para que absorba grasa. Cuando están tostadas las puedo tirar… [UI]. [Pausa] Si las dejas mucho tiempo… empalagan.	Yes, because [UI]. [UI] so that it absorbs the oil. When they're toasted I can toss them… [UI]. [Pause] If you leave them in there too long… they don't taste that good anymore.
	[Pausa - 00:57:22]	[Pause - 00:57:22]
CHS:	Bueno pues entonces este panorama es distinto.	Well, then this panorama is different.
	[Pausa]	[Pause]
SDC:	Uhm…	Uhm…
CHS:	Porque yo pensé...	Because I thought...
SDC:	[OV] Entonces, él me llamó… [UI]. Y Ricardo me dice: "[UI]". Y yo dije: "Si no lo quieres llamar, dímelo, yo hablo con él… pero yo creo que [UI] celular". Y dice Ricardo: "No hay cosa más poderosa que una conversación. Y más con personas como él". [UI]. Yo rápido [UI]. Hablé con él y él rápido, rápido, ni	[OV] So, he called me… [UI]. And Ricardo tells me: "[UI]." And I was like: "If you don't want to call him, tell me, I'll talk to him… but I think [UI] cell phone." And Ricardo says: "There's nothing more powerful than a conversation and more so with people like him." [UI]. Right away I [UI]. I spoke with him and he

	me cuestionó. "Claro que sí, chico". Me dijo: "¿Tú estás hablando en serio [UI] y eso?" A Claudio le dije: "Papi". Y Claudio dijo: "Claro que sí, dile que yo lo llamo el lunes". El cabrón nunca lo llamó. Nunca lo llamó. Estaba esperando y nunca lo llamó. El tipo parece que tenía esa, esa, esa película dentro de él. [Pausa] Uhm… [UI].	immediately, immediately he didn't even question me. "Of course, man." He asked me: "Are you serious [UI] and stuff?" I told Claudio: "Bro." And Claudio said: "Of course, tell him that I will call him on Monday." The motherfucker never called him. He never called him. He was waiting and he never called him. The guy seems to have had that, that story in his head. [Pause] Uhm… [UI].
CHS:	¿Ah? [00:58:29 - Pausa - Ruido en el trasfondo - 00:58:39 - En voz baja] Y este… ¿[UI]?	Huh? [00:58:29 - Pause - Background noise - 00:58:39 - Low voice] And uh… [UI]?
SDC:	[UI]--	[UI]--
CHS:	[UI]. [00:58:48 - Pausa - 00:59:07] O [UI].	[UI]. [00:58:48 - Pause - 00:59:07] Or [UI].
SDC:	No, sí, sí.	No, yeah, yeah.
	[00:59:09 - Pausa - Ruido en el trasfondo - 00:59:33]	[00:59:09 - Pause - Background noise - 00:59:33]
CHS:	[UI] esto un momentito y…	[UI] this for a second and…
SDC:	Sí, papi, sí. [UI].	Yes, bro, yes. [UI].
	[00:59:38 - Pausa - Ruido en el trasfondo - 00:59:51]	[00:59:38 - Pause - Background noise - 00:59:51]
CHS:	Gracias.	Thank you.
	[Pausa]	[Pause]
SDC:	Sea la madre.	Oh my goodness.
	[Pausa]	[Pause]

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UM:	¿La barra o acá?	At the bar or here?
SDC:	Donde sea.	Wherever.
	[Pausa]	[Pause]
UM:	Buen provecho.	Enjoy your meal.
SDC:	Gracias.	Thank you.
UM:	[UI].	[UI].
	[01:00:03 - Pausa - 01:00:09]	[01:00:03 - Pause - 01:00:09]
SDC:	Viejo… esta salsa blanca… ¿me puedes traer un *bowl* grande? Te lo agradezco.	Old man… this white sauce… can you bring me a large bowl? I'd appreciate it.
UM:	Seguro. [01:00:15 - Pausa - 01:00:30] Tenga por aquí.	Of course. [01:00:15 - Pause - 01:00:30] Here you go.
SDC:	Gracias.	Thank you.
CHS:	Y perdóname. [Pausa] Perdóname. Disculpa. ¿Puedes traernos otra ronda y otra agua para mí, por favor?	Sorry. [Pause] Sorry. Excuse me. Can you bring another round and another water for me, please?
UM:	¿Aguita--	Water--
SDC:	[OV] [UI]--	[OV] [UI]--
UM:	--y dos Macallan a las rocas?	--and two Macallan on the rocks?
SDC:	Sí.	Yes.
CHS:	Sí.	Yes.
	[01:00:39- Pausa - Ruido en el trasfondo - 01:00:45]	[01:00:39- Pause - Background noise - 01:00:45]

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SDC:	[UI] te voy a dar esto porque si no… quiero que se lo muestres al jefe. Por favor [UI].	[UI] I'm going to give you this because otherwise… I want you to show it to the boss. Please [UI].
CHS:	*Okay.*	Okay.
	[01:00:53]	[01:00:53]
SDC:	Cuando yo escucho la grabación que me la pusieron, cabrón, tú no sabes lo que hizo, este, Claudio hoy con el jodi'o celular.	When I listened to the recording, when they played it for me, motherfucker, you don't know what, uh, this fucking Claudio did with the fucking cellphone.
CHS:	¿Qué hizo?	What did he do?
SDC:	Pam, [UI] está en el audio. Y yo vengo y le tiro: "Gracias a mí…" Puse "Gracias a ti [UI]. [Pausa] Pero… así soy. Me da mucha pena… lo de Mayra. Mayra…" Y sigo pa' [UI]: "Mayra me faltó el respeto. [UI] también tenías que estar allí para ver lo que sucedió". Yo jamás... Mira lo que yo le digo--	Bam, [UI] it's on the audio. And I wrote to him: "Thanks to my... " I wrote: "Thanks to you [UI]. [Pause] But… that's just how I am. I am very sorry… about the Mayra thing. Mayra…" And I continued [UI]: "Mayra was disrespectful to me. [UI] you also had to be there in order to see what happened." I never... Listen to what I said to him--
CHS:	[OV] Ujum.	[OV] Uh-huh.
SDC:	--[UI] confirma el jefe. "Yo jamás bajo ninguna circunstancia divulgaría conversaciones privadas y mucho menos mintiendo. Porque las cosas no fueron así". Él me tiró: "Sixto… todo esto está ¿qué? Dirigido a la…--	--[UI] the boss confirms it. "I would never, under any circumstance, divulge private conversations and much less by way of lying. Because things did not happen that way." He texted me: "Sixto… all of this is towards what? Geared towards…--
CHS:	[OV] Debacle.	[OV] A debacle.

SDC:	--a la debacle". Él no me refutó. Mira lo que le escribo… [Pausa] [UI]--	--towards a debacle." He didn't contradict me. Look at what I wrote to him... [Pause] [UI]--
CHS:	Ea diablo. [UI] una debacle institucional del gobierno.	Damn. [UI] an institutional debacle of the government.
SDC:	En *BC* [PH].	In *BC* [PH].
	[Pausa]	[Pause]
CHS:	¿Esto es cuando ella dijo que no la dejaban entrar?	Is this when she said that they wouldn't let her in?
SDC:	Sí. Ellos tiraron lo de Mayra. [01:02:20 - Pausa - Ruidos en el trasfondo - 01:02:32] Ese es tuyo.	Yes. They featured the Mayra thing. [01:02:20 - Pause - Background noise - 01:02:32] That one is yours.
CHS:	No, yo me comí la última horita.	No, I ate that last one a little while ago.
	[Ruido en el trasfondo]	[Background noise]
SDC:	[UI]. [Pausa - Ruido en el trasfondo] [UI].	[UI]. [Pause - Background noise] [UI].
CHS:	Buen provecho.	Enjoy your meal.
SDC:	Igual, papi.	Same to you, bro.
	[01:02:45 - Pausa - Ruido en el trasfondo - 01:02:58]	[01:02:45 - Pause - Background noise - 01:02:58]
CHS:	¿Entonces no tenemos manera de parar que los chats sigan saliendo? [Pausa] ¿Tú no los tienes?	So, there is no way that we can stop the chats from continuing to come out? [Pause] You don't have them?
SDC:	¿Uh?	Huh?
CHS:	¿Tú no los tienes?	You don't have them?

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[Pausa]

[Pause]

SDC: Me tiró… me tiró esa película… de $300,000 pesos, cabrón. ¡Está loco! [Pausa] ¡Está loco! [Pausa] ¡Está loco! [Pausa] Desquicia'o. [Pausa] Desquicia'o. [Pausa] Eso pasó en la peliculita. [Pausa] [Aclara la garganta] Obviamente… yo había intentado hacer un esfuerzo… de crear una narrativa bien puntual… que yo tenía que consultarlo con Ricardo, porque… no quiero que Ricardo… me la invalide, porque en estos momentos… en estos momentos lo que hay es que parar el cogeculo que hay y eso es bien difícil pararlo.

He sprung that… he sprung that storyline on me… for $300,000 bucks, motherfucker. He's crazy! [Pause] He's crazy! [Pause] He's crazy! [Pause] Insane. [Pause] Insane.
[Pause] That went on in his little story. [Pause] [Clears throat] Obviously… I had attempted to make an effort… of creating an accurate narrative… that I had to consult with Ricardo, because… I don't want Ricardo… to cancel it, because right now… right now, what needs to be done is to stop the ass-grabing [mess] that is going on and that is very difficult to stop.

CHS: ¿El qué?

The what?

SDC: El cogeculo que hay, como yo le digo. Una expresión bien venezolana. Mi exesposa es venezolana, mi ex. [Pausa] Eh…

The ass-grabbing [mess] that's going on, as I call it. It's a Venezuelan expression. My ex-wife is Venezuelan, my ex. [Pause] Uh…

CHS: [OV] Tú no. Tú eres boricua, ¿verdad?

[OV] Not you. You are Puerto Rican, right?

SDC: Yo soy boricua [UI]. Eh, nací en Nueva York porque papi y mami, boricuas jíbaros del campo de Salinas--

I am Puerto Rican [UI]. Uh, I was born in New York, because my dad and my mom are Puerto Rican country folk from Salinas--

CHS: [OV] [Risa]

[OV] [Laughs]

SDC: --se fueron pa' Nueva York. Pero volvimos a Salinas… cuando yo tenía tres añitos, tres añitos y pico. [Aparte]

--left to New York. But we came back to Salinas… when I was three years, three-and-something years old. [Aside] The

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	¿La salsa? De película. [Pausa] De película. [Pausa] ¿De dónde tú eres?	sauce? Awesome. [Pause] Awesome. [Pause] Where are you from?
MARIA:	Puerto Rico.	Puerto Rico.
CHS:	[OV] Gracias.	[OV] Thank you.
MARIA:	Les recojo los platitos. Pa' que estén… no sé.	Let me remove the plates so that you can be… I don't know.
CHS:	[OV] Él es un jíbaro de Salinas y yo de Carolina.	[OV] He is a country boy from Salinas and I am from Carolina.
MARIA:	--[UI] estilo--	--[UI]--
SDC:	[OV] De verdad.	[OV] It's true.
MARIA:	--[UI], verdad. Estilo [UI].	--style, right. [UI] style.
SDC:	Ujum [UI].	Uh-huh [UI].
	[Pausa - Ruido en el trasfondo]	[Pause - Background noise]
CHS:	Gracias.	Thank you.
	[Pausa - Ruido en el trasfondo]	[Pause - Background noise]
SDC:	Gracias, mi amor.	Thank you, sweetheart.
MARIA:	Ujum.	Uh-huh.
SDC:	Tú eres la mejor, María.	You are the best, María.
MARIA:	¡Ay Dios mío to' eso!	Oh my goodness, all that!
	[Pausa - 01:05:16]	[Pause - 01:05:16]
CHS:	[Suspira]	[Sighs]

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SDC:	Pues… parte de la narrativa--	So… part of the narrative--
CHS:	[OV] *Okay*.	[OV] Okay.
SDC:	--parte de la narrativa, es: "Para, para, para, para. Yo no me voy a prestar pa' esto. Lo que están haciendo es, es, es… No, Puerto Rico no se puede prestar para esto. O sea, yo, yo voy a votar en contra de Ricardo en el 2020. ¿Queremos sacarlo? Es en el 2020. Pero esto hay que pararlo. Esto hay que pararlo. No nos podemos prestar para esta hija de putada. Eso fue lo que decidimos de [UI], eh… raja tabla". ¿Por qué? Porque una vez se detenga es usar otra narrativa porque Ricardo…Yo le dije a Ricardo: "Una vez lo detengamos… cómo provocamos nuestra narrativa. Cabrón, tú te tiras a matar, tú tienes que [UI] con proyectos hijos de puta". [Pausa] Yo ahora mismo me enteré que salieron... llegaron unos sobres. [Pausa] Tú sabes. [Pausa] Me acabo-- Papi, yo tengo contactos cabrones. Son 23 años en esta puta mierda. Me acabo de enterar que llegaron nuevos sobres sellados, de arrestos.	--part of the narrative, is: "Wait a minute, wait a minute, wait a minute, wait a minute. I am not going to be a part of this. What is being done is, is, is... No, Puerto Rico cannot be a part of this. I mean, I will be voting against Ricardo in 2020. We want him out? It has to be in 2020. But we have to stop this. We have to stop this. We cannot be a part of this fucking crap. That is what we decided [UI], uh… hands down." Why? Because once you stop it, it's about using another narrative, because Ricardo... I told Ricardo: "Once we stop it… how can we provoke our narrative. Motherfucker, you shoot to kill, you have to [UI] with projects that are fucking awesome." [Pause] I just found out that they sent out... some envelopes arrived. [Pause] You know. [Pause] I just-- Bro, I have fucking amazing contacts. It's been 23 years in this fucking shit. I just found out that, new-sealed envelopes, for arrests just arrived.
	[Pausa]	[Pause]
CHS:	¿Dónde?	Where?
SDC:	La federal. [Pausa] Y ya yo le había dicho a Ricardo: "Ricardo, no esperes a que haya más arrestos. No esperes a eso. Desde ya, apalabra. [Pausa] Que necesitas que en el… Douglas Leff	Federal. [Pause] And I had already told Ricardo: "Ricardo, do not wait for more arrests to take place. Do not wait for that. Start speaking out now. [Pause] You need that in the… for Douglas Leff [noise] to

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	[ruidos] te diga… [ruido] en qué agencias están delinquiendo. En qué agencias están cometiendo delitos para ahora mismo botarlos. No voy a esperar a que salga en la prensa. Dime dónde. Vamos, los voy a botar ahora. Pero dilo. No esperes a que salgan los arrestos para después decir que los vas a botar. Dilo ahora, puñeta". Me dijo que lo iba a pensar. [Pausa] Y me enteré… hoy mismo. [Pausa] Ahorita… que hay algo en un sobre rojo. [Pausa] No tiene que, no tiene que apalabrarlo. Puede ser un comunicado de prensa… donde-- Dirigido a Douglas Leff que le diga qué es lo que está pasando. Dónde es que están, este, las irregularidades. Pa' botarlos ahora. Él no va a esperar… a que surjan los arrestos. "Yo no quiero esperar a que surjan los arrestos. Yo los quiero botar ahora. Ahora los quiero botar".	tell you… [noise] which agencies are breaking the law. Which agencies are committing these offenses so you can fire them right now. I'm not waiting for it to come out in the news. Tell me where. Come on, I am going to fire them now. But say it. Don't wait until the arrests go down to then say that you are going to fire them. Say it now, dammit." So he said to me that he would think about it. [Pause] And I found out… today. [Pause] A little while ago… that there is something in a red envelope. [Pause] He doesn't have to, he doesn't have to paraphrase it. It can be a press release… where-- Addressed to Douglas Leff asking him to explain what is going on. Where are the, uh, the irregularities in order to fire them right now. That he is not going to wait… for the arrests to come up. "I don't want to wait for the arrests. I want to fire them now. I want to fire them now."
CHS:	¿Y si Ricardo saca eso, tú después invitas a Douglas Leff al programa?	And if Ricardo does that, would you then invite Douglas Leff to the program?
SDC:	Claro.	Of course.
CHS:	¿Y le haces las preguntas que son?	And you will ask the pertinent questions?
SDC:	Chico, nos encargamos de la película.	Dude, we'll take care of the storyline.
CHS:	[Risa] Punto aparte. Punto aparte.	[Laughs] Period. Period.
SDC:	[Risa] Tú eres bien cabrón. [UI].	[Laughs] You're such an asshole. [UI].
	[Pausa]	[Pause]

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CHS:	Nosotros almorzamos el viernes. Y tú me dijiste par de cosas, verdad, de Raúl y… y cómo es que Raúl… no es corrupto sino todo lo contrario, verdad. Es que está pisando talones, etc., etc., etc. Y de momento el lunes… Nación Z, Douglas Leff… y... qué clase de cabrón es este Sixto. Y de momento las preguntas ahí, ta, ta, como si fuese... Era lo más parecido a un *cross* de un testigo en el tribunal. [Risa] Y yo decía, yo decía [risa]-- Entonces el cabrón de Sixto [UI] cabrones. Porque seguía más o menos la misma línea. Y yo, este cabrón lo que está buscando es sacarle las palabras… de que Raúl no es tarjeta, de que las tarjetas son los cabilderos.	We had lunch on Friday. And you said a few things to me, right, about Raúl and… and how Raúl… is not corrupt, but quite the contrary, right. It's just that he is stepping on some toes, etc., etc., etc. And all of the sudden on Monday… Nación Z, Douglas Leff… and... this Sixto is such a motherfucker. And suddenly all of the questions right there, wham, wham, as if it were... It was the closest thing to a cross [examination] of a witness in court. [Laughs]. And I said, I said [laughs]-- Then this motherfucking Sixto [UI] motherfuckers. Because it followed more or less the same line. And I said, what this motherfucker is trying to do is make him say… that Raúl is not the person of interest, that the lobbyists are the targets.
CHS:	Eh…	Uh…
SDC:	*Yeah.*	Yeah.
CHS:	--¿Era eso, verdad? Te tengo leído, papá.	--That was it, right? I know you so well, bro.
SDC:	Papi, pero si era bien obvio, era bien obvio que habían unos cabilderos jodiendo, papá, por todos la'os. Yo conozco a mi gente, cabrón.	Bro, it was so obvious, it was so obvious that there were certain lobbyists that were fucking around, bro, everywhere. I know my people, motherfucker.
CHS:	Lo sé.	I know.
SDC:	Yo conozco a mi gente, papi.	I know my people, man.
CHS:	Yo decía, eso es lo que éste está buscando.	I said, this is what this one is looking for.

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SDC:	Pero… la que no vi venir… es que era tan duro [ríe] que cuando Douglas Leff cuelga, entra Raúl y dice eso. [Ríe]	But… what I didn't see coming… it's just that it was so hard [laughs] that when Douglas Leff hung up, then Raúl comes in and says that. [Laughs]
	[Pausa]	[Pause]
CHS:	Ahí yo dije este Sixto es bien, bien, bien, bien cabrón. Y verdad, cabrón en un buen sentido de…--	That's when I said, this Sixto is such, such, such, such a motherfucker. And you know when I say motherfucker, I say this in the good sense of…--
SDC:	[OV] Sí, yo sé, yo sé.	[OV] Yes, I know, I know.
CHS:	--de la palabra. Por eso es que te ganaste un videíto a la 18, 0, 2. [Risa]	--of the word. That is why you earned a little video at the 18, 0, 2. [Laughs]
	[Pausa]	[Pause]
SDC:	Bien cabrón.	Fucking true.
CHS:	*Anyway*--	Anyway--
SDC:	Pero lo que yo, lo que yo no esperaba, de verdad, te lo digo, lo que yo no sabía es lo que Raúl iba a decir. Pues ese día estábamos en la, en, en La Z--	But what I, what I was not expecting, I'm honestly telling you, what I didn't know is what Raúl was going to say. That day we were at, at, at La Z--
CHS:	¿Tú no sabías?	You didn't know?
SDC:	Te lo juro... por mis hijos.	I swear to you… on my children.
	[Pausa - Ruido en el trasfondo]	[Pause - Background noise]
CHS:	Oye, si me dices que me lo juras, te creo, *bro*.	Hey, if you say that you swear, I believe you, bro.
SDC:	Mira, papi… cuatro hijos.	Look, bro… four children.

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CHS:	Dios bendiga esa familia.	God bless your family.
SDC:	[OV] En mi primer matrimonio los mayores, y en mi segundo matrimonio los menores. Cuatro hijos.	[OV] The older ones are from my first marriage and the youngest are from my second marriage. Four kids.
CHS:	Dios bendiga esa familia.	God bless that family.
SDC:	Te lo juro por la madre que me parió. Yo no sabía. Cuando ese macho tiró ese mierdero al aire, papi. [Pausa] "Mafia institucional", cabrón. [Pausa] Bueno, él se me quedó mirando. [Pausa] Y Iván [PH] hizo [sonido]. Papi…	I swear on my mother. I did not know. When that man released all that shit on the air, bro. [Pause] "Institutional mafia" motherfucker. [Pause] I mean, he just stared at me. [Pause] And Iván [PH] went [sound]. Bro…
CHS:	¿Qué fue?	What was that?
SDC:	[UI].	[UI].
	[Pausa]	[Pause]
CHS:	Yo le tengo terror… terror.	I am deadly afraid… deadly afraid.
SDC:	Ujum.	Uh-huh.
CHS:	Eh… y quiero que sepas que… cuando todo esto reventó, el sábado, yo le renuncié… al gobe. Eh, cabrón, yo tengo 30 años, tú sabes. Y lo que tú me dijiste [UI]. Yo tengo 30 años. Yo entré al gobierno realmente queriendo hacer, verdad, pues una verdad, el *check*, el *checkmark*,--	Uh… and I want you to know that… when all this exploded, on Saturday, I presented my resignation… to the governor. Uh, motherfucker, I am 30 years old, you know. And what you told me [UI]. I am 30 years old. I came to the government because I really wanted to, you know, make a, you know the check, the checkmark,--
SDC:	[OV] Sí, mano, sí.	[OV] Yeah, man, yeah.

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CHS:	--eh, pero lo otro era salir mejor de lo que entré. Pa' eso es que yo, verdad, cojo Puertos. Esta posición, que… que yo no la quería. No me añade a lo que yo quiero ser. O sea, yo quiero regresar a mi práctica privada. No tiene nada que ver con medios de comunicaciones. Yo no sé una puñeta de medios--	--uh, but the next thing was to come out better than how I came in. That is why, you know, I accepted Ports. This position that… that honestly I didn't want. It doesn't help with what I want to be. I mean, I want to go back to my private practice. It has nothing to do with communication. I don't know jack shit about media--
SDC:	[Ríe] ¿De comunicaciones?	[Laughs] About communication?
CHS:	Lo que, lo que he ido… es a aprender.	What I, I have just been there… is to learn.
SDC:	Claro.	Of course.
CHS:	Mira, yo no me quiero quemar… tú sabes. [Aclara la garganta] O no me quiero quemar más de lo que me he quemado hasta ahora. Y… estoy asusta'o, *bro*. ¿Tú sabes? Y…	Look, I don't want to get burned… you know. [Clears throat] Or I don't want to get burned even more than I have been burned up to now. And… I am scared, bro. You know? And…
SDC:	[OV] Sí. Yo te entiendo.	[OV] Yes. I know what you mean.
CHS:	Y pues, el sábado le… le, le puse mi renuncia a... al gobernador. Eh… final-finalmente me quedé. [Pausa] Pero se lo dije, le dije: "Yo me quedo… no sé si son tres días, si son dos semanas, si es un mes, pero yo no puedo hacerte el compromiso de que me voy a quedar indefinido". Entonces, pues… no me, tú sabes, no, no me puedo quemar demasiado. Esto… eh, el idealismo llega hasta… hasta un punto y a lo más… terror que yo le tengo es que sigan saliendo los jodíos chats. Porque aquí, algo que está cabrón--	And so, on Saturday I… I, I submitted my resignation to… to the governor. Uh… In the en-end I stayed. [Pause] But I told him, I told him: "I will stay… I don't know if it will be for three days, two weeks, if it will be one month, but I cannot commit to staying here indefinitely." So then… I can't, you know, I can't, I can't get too burnt. Uh… idealism can only go so… so far, and what I am mostly… terrified of is that the fucking chats continue to be released. Because what is fucked up here--

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SDC:	[OV] Yo le pregunté a, a Ricardo… yo le pregunté. Porque él me preguntó si había unos chats. Y yo le dije: "[UI] Ricardo hay unos chats [UI] hay unos chats [UI] hay más chats [UI] pero si hay más chats [UI]".	[OV] I asked Ricardo… I asked him. Because he asked me if there was a chat. And I said to him: "[UI] Ricardo, there are some chats [UI] there are some chats [UI] there are more chats [UI] but if there are more chats [UI]."
	[Pausa]	[Pause]
CHS:	Yo estaba en cerca de-- Yo que llegué en enero… yo estaba en cerca de 100 chats--	I was close to-- I arrived in January and I was in close to 100 chats--
SDC:	[OV] ¿Qué?	[OV] What?
CHS:	--con el gobernador. Sí. [Pausa] Hoy, hoy después que yo llevo días borrando, yo voy por cincuenta y pico.	--with the governor. Yes. [Pause] Today, today after many days of erasing, I am at fifty something.
SDC:	¡Qué!	What!
CHS:	Verdad, cerrando chats... viejos. Porque a veces él abre un chat pa' una mierda de un día y ya. O sea, no es que son 100 chats como ese.	You know, closing… old chats. Because sometimes he would open a chat for a one-day crap and that was it. I mean, it's not like there are 100 chats like that one.
SDC:	Ujum.	Uh-huh.
CHS:	Por si acaso, verdad, no es,--	Just in case, right, it's not,--
SDC:	[OV] Ujum.	[OV] Uh-huh.
CHS:	--pero...	--but...
SDC:	Sí, que había uno que otro que eran así. [Pausa] Pero igual ya los borraron.	Yes, there was one or two that were like that. [Pause] But on the same note, they've already been erased.

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	[Pausa]	[Pause]
CHS:	Entonces… aquí mi preocupación [UI]. Cuando salieron esas primeras… las que hablaba mal de Tommy. [Pausa] Y las segundas que salieron que ya ni me acuerdo qué carajos eran. [Pausa] Las de puta. [Pausa] Yo le pregunté a él, a ellos: "¿En ese chat… hay algo peor de lo que ha salido?" "No, tiraron lo peor, pa' ahora tirar el chat completo y hacer parecer... Pero eso es lo más escandaloso que hay". Esto después de decirme que estaba fotoshopia'o, esto, tú sabes, 20 mierdas, finalmente me dijeron que no había nada peor que eso. Pero definitivamente habían cosas peor que--	So… my concern here is [UI]. When those first ones came out… the ones bad-mouthing Tommy. [Pause] And the second ones that came out, which I don't even remember what the hell they were about. [Pause] The whore ones. [Pause] I asked him, I asked them: "In that chat… is there anything worse than what has been released?" "No, they released the worse in order to now release the entire chat and make it look like... But that is the most scandalous part." This after telling me that it was photoshopped, uh, you know, 20 thousand things, they finally said that there was nothing worse than that. But there were definitely things that were worse than--
SDC:	¡Ay mi madre!	Oh my God!
CHS:	--así que yo no me confío 100% en que… en que digan que no hay más chats... o que no son en ese tono.	--so, I don't trust a 100% when… when they tell me that there are no more chats... or that they do not have that same tone.
SDC:	Pues a mí la impresión que me dio--	The impression that I got--
CHS:	[Tose]	[Coughs]
SDC:	--es que vienen más chats.	--was that there are more chats on the way.
CHS:	¿Uh?	Huh?
SDC:	La impresión que me dio fue que, papi, estos chats [UI]. Él sabe que hay más chats. Yo creo que él sabe porque	The impression that I got was that, bro, is that these chats [UI]. He knows that there are more chats. I think he knows because

	imprimió esos chats. No sé si él todavía tiene acceso. Obviamente,--	he printed that chat. I don't know if he still has access. Obviously,--
CHS:	[OV] *Okay*.	[OV] Okay.
SDC:	--[UI] el papá, los chats que los puede empezar a imprimir. Pero me dio la impresión… teniendo la conversación con él [UI]… es que es una estrategia de amenaza. Una estrategia de… de cagarlos. Que no necesariamente ya él tiene acceso, porque Ra-Raúl desde que él le quitó el celular--	--[UI] the father, the chats he can start printing them. But I got the impression… while having the conversation with him [UI]… is that it is a threatening strategy. A strategy to… to make everyone shit their pants. And he does not necessarily still have access because Ra-Raúl ever since he took away the cell phone--
CHS:	Ujum.	Uh-huh.
SDC:	--que se lo quitó dos veces o tres. Raúl ahora está pendiente. O sea, se-se mete el celular en el culo, porque sabe que Rauli está lleno de, de odio y sabe que esto al final del día no le hace nada bien. Al contrario, lo jode a él como papá y como servidor y como profesional lo pone en un, en, en un mierdero. Rauli no lo ve, pero Raúl lo ve. Raúl lo ve que esto es un mierdero… innecesario. Innecesario. [Pausa] [UI].	--and he took it two or three times. Now Raúl is very aware. I mean, he-he literally shoves the cellular up his ass because he knows that Rauli is full of, of hate and he knows that at the end of the day it doesn't help him at all. On the contrary, if fucks him up as a father and as a public servant and as a professional. It puts him in, in, in a bad place. Rauli doesn't see it, but Raúl sees it. Raúl sees that this is unnecessary… crap. Unnecessary. [Pause] [UI].
CHS:	¿Esto es chimichurri o qué?	Is this chimichurri or what?
	[Pausa - Ruido en el trasfondo]	[Pause - Background noise]
SDC:	No [UI].	No [UI].
CHS:	Lo que sea está cabrón. [Risa] Porque ya el risotto…	Whatever it is, it is fucking awesome. [Laughs] Because the risotto already…

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SDC:	Papi, tú no haces caso.	Bro, you don't listen to me.
	[Pausa]	[Pause]
CHS:	¿Tú tendrías manera de volver a tocar base con Rauli y tratar de ver qué más tiene?	Is there a way that you can touch base with Rauli again and try to see what else he has?
SDC:	Sí, claro. Ahorita-- Él, lo que él me ha dicho y siempre es bien, siempre recalca es lo de María Palau… más que de lo tuyo. Porque la última vez él no me volvió a mencionar lo tuyo. Me volvió a mencionar varias cosas. Y…y… me dijo que está buscando pruebas… me dijo que está buscando pruebas porque tiene a alguien de Fortaleza, de los guardias que supuestamente tiene evidencia de que el esposo de María Palau le llevaba marihuana a Ricardo a Fortaleza. [Pausa] Un mierdero. Me dijo [pausa]: "Papi… no confío en nadie, cabrón. No confío en nadie la verdad".	Yes, of course. Right now-- He, what he has said to me and he is always very, he is always emphatic on the María Palau issue… more so than with your issue. Because the last time he never mentioned your issue again. He mentioned again several things. And…and… he said to me that he is looking for evidence… he told me that he was looking for evidence because he has someone at the Governor's Mansion, one of the guards, that supposedly has evidence that María Palau's husband would bring marijuana to Ricardo at the Governor's Mansion. [Pause] A ton of shit. He said [pause]: "Bro… I don't trust anyone, motherfucker. I don't trust anyone to be honest."
CHS:	Si él tiene algo más… ¿cómo carajos nosotros podemos garantizar que no salga?	If he has something else… how the hell can we guarantee that it doesn't come out?
	[Pausa]	[Pause]
SDC:	Pues, yo creo, tú sabes, tú sabes, yo… No sé ni cómo decírtelo. No sé cómo decírtelo porque… la última vez que yo hablé con él, él me dijo de manera, eh, bien agresiva: "Cáguense en sus madres. [UI] 300,000 pesos". Y yo le dije a él:	Well, I think, you know, you know, I… I don't even know how to tell you. I don't know how to tell you because… the last time that I spoke to him, he said to me, uh, in a very aggressive way: "Fuck all of you. [UI] 300,000 bucks." And I said to him:

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	"Yo no voy a-- Yo no quiero-- Voy a llamar al [PI] pa' decírselo". Y te llamé, cabrón. Dije [UI]--	"I'm not going to-- I don't want-- I am going to call [PI] to let him know." And I called you, motherfucker. I said [UI]--
CHS:	[OV] ¿Pero él lo que quiere son contratos?	[OV] But, he wants contracts?
SDC:	¿Uh?	Huh?
CHS:	¿Él lo que quiere son contratos?	He wants contracts?
	[Pausa - 01:18:46]	[Pause - 01:18:46]
SDC:	Él quiere 300,000 pesos *cash* o en un cheque. Él lo hace por joder.	He wants 300,000 bucks cash or a check. He's doing it to mess around.
CHS:	[Ríe] [UI]--	[Laughs] [UI]--
SDC:	No, como si fue-- Como si esto fuera este, la Mafia Corleone. Y yo le dije: "[UI] tú sabes lo que me va a decir, verdad". Y me dijo: "Sí. [UI]." Y él me dijo: "[UI]. Cabrón, mírame, tú sabes cómo jodieron a mi papá. A mi papá, cabrón, que eso es lo más decente que hay. Tú crees [UI]. No, no, no, vamos a cambiar el tema, porque no van a ser 300,000… ¡Va ser un millón, cabrón!" Y yo: "Cabrón, tú estás loco no va a pasar".	No, as if it we-- As if this were the uh, Corleone Mafia. And I said to him: "[UI] you know what he is going to say to me, right." And he said: "Yes. [UI]." And he said: "[UI]. Motherfucker, look at me, you know how they screwed my dad over. My dad, motherfucker, who is the most decent person there is. Do you believe [UI]. No, no, no, let's just change the subject because it will not be 300,000… It will be a million, motherfucker!" And I was like: "Motherfucker, you are crazy. It ain't going to happen."
CHS:	¿Un millón *cash*?	A million cash?
SDC:	En su película, cabrón. En su película de loco. O-obviamente, lo del millón lo dice en forma de sarcasmo--	In his mind, fucker. In his crazy mind. O-obviously, the million dollar thing he is saying that sarcastically--
CHS:	[OV] Sí, sí.	[OV] Yes, yes.

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SDC:	--sarcasmo. Pero, y seguía jodiendo con lo mismo, eso del precio. 'Chacho.	--sarcastically. But he would keep going on with the same thing, with the price. Man.
	[Pausa]	[Pause]
CHS:	*Okay*, pero entonces lo de los contratos que tú me dijiste la otra vez… que no eran pa' ti. Esto, que eran pa' otras compañías.	Okay, but this thing with the contracts that you mentioned to me the last time… the ones that were not for you. Uhm, that they were for some other companies.
SDC:	Sí, sí, sí, una gente, sí. Yo se lo dije al gobernador también. Y eso lo pararon [UI].	Yes, yes, yes, some people, yes. I told the governor too. And they stopped that [UI].
CHS:	¿Eso qué?	That was what?
SDC:	Lo pararon. Este, este muchacho, ¿cómo se llama él? Este… Parés lo paró. Y son-- Es un-un-un contrato de innovación social que se llama Puerto Rico 2030, lo pararon. [Pausa] Y el otro contrato es de Puerto Rico 1000. Los dos son de innovación social, los dos tienen un propósito bien hijo de puta. Y lo pararon porque obviamente eso, eso Raúl era el que lo estaba empujando y Parés… nos hizo a darle un informe a él de que, de que pa' qué carajo era esa mierda.	They stopped it. Uh, this guy, what's his name? Uh… Parés stopped it. And they are-- It is a-a-a social innovation contract called Puerto Rico 2030, they stopped it. [Pause] And the other contract is Puerto Rico 1000. Both are for social innovation, both have a really fucking awesome purpose. And they stopped it, because obviously, it was Raúl who was pushing it and Parés… had us present him a report about what was all that shit for.
CHS:	Pero esos son los contratos que tú me dijiste que aunque no eras tú--	But those are contracts that you told me that although they were not you--
SDC:	Ujum.	Uh-huh.
CHS:	--pero que--	--but that--

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SDC:	Es mi gente. [Pausa] Es gente mía. Son gente mía. [UI] yo te lo dije aparte para que me ayudaras a mí con ellos, ¿entiendes? Porque ellos me contratan a mí. Y me dan una iguala, [UI] por asesoría. ¿Entiendes? [Pausa - Aparte] Mira, tráenos otro churrasco más.	It's my people. [Pause] It's my people. Those are my people. [UI] I told you separately so that you would help me with them. You know what I mean? Because they hire me and they give me a retainer [UI] for consulting. You know what I mean? [Pause - Aside] Listen, bring us another skirt steak.
MARIA:	Viene el risotto.	The risotto is on the way.
CHS:	¿Tú eres loco?	Are you crazy?
SDC:	Oye, es jodiendo.	Hey, I'm just joking.
CHS:	[Ríe]	[Laughs]
MARIA:	No me jodas. [Pausa] [UI].	Don't mess with me. [Pause] [UI].
SDC:	María, ¿y todo bien, mami?	María, is everything all right, sweetheart?
MARIA:	Sí, señor.	Yes, sir.
	[Pausa]	[Pause]
SDC:	El novio de María es un tipazo. Pero--	Maria's boyfriend is an amazing dude. But--
MARIA:	[OV] [UI].	[OV] [UI].
SDC:	Pero un tipazo a otros niveles. [Pausa] Mira, ¿y por qué le quitaron el mantel? Que esto se ve feo y yo estoy con una persona de alto nivel a otros niveles y me tengo que sentar en una mesa que no tiene mantel.	An out of this world guy. [Pause] Hey, so why did you guys remove the tablecloth? This looks ugly and I am here with a person of high status and I have to sit at a table that doesn't have a tablecloth.
MARIA:	[OV] Locos que son. [UI] en la cabeza.	[OV] Because they are crazy. [UI] in their heads.

Cuatro mil Pesos mensuales
22/1/23

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SDC:	Digo, verdad--	I mean, you know--
CHS:	[OV] No te tienes que preocupar por el mantel, la comida está espectacular.	[OV] You don't have to worry about the tablecloth, the food is spectacular.
	[Pausa]	[Pause]
MARIA:	Pero el mantel es parte de.	But the tablecloth is part of it.
CHS:	[Ríe]	[Laughs]
SDC:	Sí, claro. [Pausa] Digo, verdad, el mantel--	Yes, of course. [Pause] I mean, you know, the tablecloth--
MARIA:	[OV] [UI]--	[OV] [UI]--
SDC:	--creo que lo están quemando ahora mismo.	--I think is being burnt right now.
MARIA:	¿Lo están quemando?	It's being burnt?
SDC:	Lo están quemando ahí en calle Fortaleza.	It's being burnt on Fortaleza Street.
MARIA:	Uh. [Ríe] Ahí mismo. Ahí fue el donativo pro… pro, eh, revolú, ¿no?	Uh. [Laughs] Right there. That was the donation pro… pro, uh, uprise, isn't it?
	[01:22:20]	[01:22:20]
SDC:	Hay una--	There's a--
CHS:	[OV] ¿Cómo se llaman las dos compañías otra vez?	[OV] What are the names of the two companies again?
SDC:	¿Ah?	Huh?
CHS:	¿Innovación?	Innovation?

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SDC:	Innovación social. Ah, ¿las compañías?	Social innovation. Oh, the companies?
CHS:	Sí.	Yes.
SDC:	Las compañías te las, te las, te las… te las… Te las tiro ahora [UI] pa' que te vayas con eso.	The companies I will, I will, I will… I will… I will send them to you now [UI] so that you can take that with you.
CHS:	¿Pero no son de comunicaciones?	But they are not communication related?
SDC:	No.	No.
CHS:	Ah, es que yo pensé que… *Okay. Okay.*	Oh, it's just that I thought that… *Okay. Okay.*
	[Pausa]	[Pause]
SDC:	No. No.	No. No.
CHS:	Entonces si, verdad, ellos bregan contigo y después… y tú bregas con nosotros.	So if, you know, they work with you, then… you'll work with us.
SDC:	Sí.	Yes.
CHS:	Bueno, tú siempre bregas.	Well, you always come through.
SDC:	Sí, mano, sí. Lo que pasa es que yo me enteré por una persona bien puntual que trabajaba en Kode [PH] hasta los otros días. Porque [UI] que… Elías es el que lo estaba bloqueando. Yo siempre pensé… que el que lo estaba bloqueando era Carlitos Bermúdez supuestamente, sí.	Yes, bro, yes. The thing is that I found out through a very reliable person that worked at Kode [PH] until recently. Because [UI] that… Elías was the one blocking it. I always thought… that the one that was blocking it was Carlitos Bermúdez supposedly, he was.
CHS:	Por eso es que pensé que eran de comunicaciones, porque como tú me	That's why I thought that they were communication related, because you told

	dijiste que él te estaba bloqueando yo pensé [UI].	me that he was blocking you, I thought that it was [UI].
SDC:	[OV] [UI] porque él fue el que [UI].	[OV] [UI] because he was the one that [UI].
	[Pausa]	[Pause]
CHS:	Entonces… tú me habías--	So… you had--
SDC:	[OV] Y… Y yo me reuní varias veces con Elías y Elías me decía: "Sí, sí, sí, sí". Nunca pasaba nada. Yo creo, yo creo que era Elías el que lo tenía bloquea'o innecesariamente. Innecesariamente.	[OV] And… And I met several times with Elías and Elías would say to me: "Yes, yes, yes, yes." But nothing ever happened. I think, I think that Elías was the one blocking it, unnecessarily. Unnecessarily.
CHS:	¿Y Paco te pidió unos informes?	And Paco asked you for some reports?
SDC:	Paco pidió unos informes.	Paco asked me for some reports.
CHS:	¿Pero y esto son con...? ¿Esto es servicios profesionales o esto se debe ir por subasta? ¿O cómo es eso?	But these are con...? Are these professional services or does this have to go through bidding? Or how is this?
SDC:	No, no, porque esos fueron contratos que son proyectos nuevos. No es, no es algo que, no es algo normal, no es algo eh, que corre, eh, tradicional. Es un proyecto nuevo que nosotros lo traemos nuevo, lo trajimos nuevo, y este pues el, eh, Raúl [UI].	No, no, because these were contracts for new projects. It's not, it's not something that, it's not something normal, it's not something, uh, that runs, uh, in a traditional manner. It's a new project that we bring in, we brought it brand new, and so the, uh, Raúl [UI].
CHS:	¿Ah pues Raúl sí estaba?	Oh, so Raúl was there then?
SDC:	Sí, eso-- Sí, Raúl sí estaba y pues ahora con… con Parés, Parés lo mandó a parar. Obviamente, yo asumo… [UI] esfuerzo y Parés sabe del esfuerzo de	Yes, that-- Yes, Raúl was around and well, now with… with Parés, Parés ordered to stop it. Obviously, I assume… [UI] effort and Parés knows

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	Raúl y lo está cuestionando. Tú sabes, ahora todo le apesta a Raúl [UI]. Pero [UI] limpio. [Pausa - Ruido en el trasfondo - Aparte] Y vinieron los risottos, ¿verdad? [UI]--	about Raúl's effort and he is questioning it. You know, now everything has Raúl's stench. [UI]. But [UI] clean. [Pause - Background noise - Aside] And the risottos arrived, right? [UI]--
MARIA:	[OV] [UI] cucharitas y todo.	[OV] [UI] spoons and everything.
SDC:	Mi amor, tú eres la película. Tú eres la película.	You're awesome, sweetheart. You're awesome.
MARIA:	*Bye-bye*.	Bye-bye.
SDC:	Tú eres la película.	You're awesome.
CHS:	Gracias.	Thank you.
SDC:	Mira ¿y tu hermano?	Hey, and your brother?
MARIA:	Bien, gracias.	Good, thank you.
SDC:	En estos días estaba recordándolo porque alguien me preguntó por él. [Pausa] Y yo le dije que no sabía hace tiempo. No le dije nada que se había ido para Estados Unidos. Le dije que hace tiempo no lo veía. Más na'.	I was thinking about him because somebody asked me about him. [Pause] I said I hadn't heard about him for a while. I didn't say anything that he left to the United States. I just said that I hadn't seen him in a long time. That's all.
MARIA:	Nada que ver. Sabemos dónde [UI] la hija de él, la mayor, y ya. Llamaba.	None at all. We know where [UI] his daughter, the oldest one, and that's it. Used to call.
SDC:	¿Y la esposa?	And the wife?
MARIA:	Ella se comunica con mami por las nenas. [UI]--	She is in communication with my mother because of the girls. [UI]--
SDC:	¿[UI]? ¿O allá?	[UI]? Or over there?

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MARIA:	No sé dónde. Yo creo que no. [UI]. Mi hermano está loco. [Pausa] Está a lo loco y ella [UI].	I don't know where. I don't think so. [UI]. My brother is crazy. [Pause] He's out of control and she [UI].
	[Pausa]	[Pause]
SDC:	[UI]--	[UI]--
MARIA:	[UI]. Está loco. [Pausa] ¿Terminaste con esto?	[UI]. He's crazy. [Pause] Are you done with that?
CHS:	Ujum. Sí.	Uh-huh. Yes.
	[01:25:37 - Pausa - 01:26:10]	[01:25:37 - Pause - 01:26:10]
SDC:	Ah… cuestionaron las facturas, por joder.	Oh… they questioned the invoices, just to fuck around.
CHS:	¿De qué?	For what?
SDC:	Del contrato ese.	For that contract.
CHS:	¿De esa… empresa?	For that… company?
SDC:	Sí. Sí, empezaron a joder. Cuestionando. Papi, esas facturas están al chavo. Empezaron a cuestionar y a joder, le expliqué. Yo dije: "Diablo, en verdad [UI]..."	Yes, yes. They started to fuck with it. Questioning things. Bro, those invoices are to the penny. They started to question and harass, I explained. I was like: "Damn, seriously [UI]..."
CHS:	[Ríe] Con razón tú querías tanto a Raúl.	[Laughs] No wonder you loved Raúl so much.
SDC:	¿Cómo?	What?
CHS:	Con razón tú querías tanto a Raúl.	No wonder you loved Raúl so much.

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SDC:	No, Raúl, Raúl desde el día uno… desde el día uno hizo clic con mi equipo, especialmente, no tanto conmigo, tú sabes. Con-conmigo siempre hubo una relación fíjate de, de… de usted. Pero sin embargo, ¿no sé si sabes quién es Luis Otero? [Pausa] [UI]--	No. Raúl, Raúl from day one… from day one he clicked with my team, especially, not so much with me, you know. Wi-with me it was always a, a relationship of… respect, you know. But, on the other hand, I don't know if you know Luis Otero? [Pause] [UI]--
CHS:	[OV] Ese es el de innovación.	[OV] He is the innovation guy.
SDC:	Sí, el de innovación social. Pues, él hizo un clic con Luis, papi, esos dos tipos se entendieron así, tipo matrimonio en otra vida. [Pausa] Bien cabrón. Y obviamente--	Yes, the one from social innovation. Well, he clicked with Luis, bro, those two understood each other like they were married in another life. [Pause] Big time. And obviously--
CHS:	[OV] Ah, Luis Otero es de los que rinde su servicio.	Oh, Luis Otero is one of the guys that provides the services.
SDC:	Sí.	Yes.
CHS:	¿Y qué es innovación social?	And what is social innovation?
SDC:	Innovación social no es otra cosa... Y esto está cabrón, papi [UI]--	Social innovation is nothing more than... And this is just freaking awesome, bro [UI]--
CHS:	[OV] Oh, y perdóname, mejor dicho, ¿cómo se aplica la innovación social en Hacienda?	[OV] Oh, I'm sorry, I mean, how is it that social innovation applies within the Department of Treasury?
SDC:	De manera extraordinaria, este, y Ricardo tiene conocimiento de todo esto. Eh… la innovación social no es otra cosa que provocar que con… una partida de las ganancias... eh, una partida de las ganancias por uno hacer cambios pertinentes y permanentes y sociales en… en los sectores, este, de…	In an extraordinary way, uh, and Ricardo knows about all of this. Uh… social innovation is nothing more than provoking, via an… assignment of the earnings… uh, an assignment of the earnings because you have made pertinent and permanent and socials changes within… within the, uh, the…

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menos afortunados del país. Por ejemplo, yo soy dueño de este restaurante y de cada dólar, de cada dólar que yo me gano aquí yo saco un centavo. ¿Cuánto representa al año ese centavo? Ese centavo representa literalmente ponle que $10,000 al año. ¿Qué yo puedo hacer con $10,000? ¿Cómo yo impacto socialmente a alguien? Yo estoy consciente de que yo como empresario no puedo provocar que la riqueza sea todo el tiempo para acá, sino yo responsablemente como ciudadano tengo que impactar socialmente. O sea, de mi ingreso como empresario yo identifico un centavo de cada dólar. ¿Cómo afecta un centavo de cada dólar en una empresa? De la ganancia, después de operaciones y demás. ¿Cómo afecta un centavo? De ninguna manera. Supongamos que con $10,000 ¿cuántas pailas de pintura yo puedo comprar? ¿Cuántas canchas yo puedo pintar? ¿Impacto cuántas? Diez canchas yo puedo pintar con $10,000 yo puedo impactar con mano de obra, pagándole al señor que pinta, yo puedo impactar cinco canchas. Pues eso es impactar socialmente. Eso es innovación social. Otra manera, que esto va a pasar, esto va a pasar. Ya yo lo estoy apalabrando en Nación Z, y quiero que sepas que seguramente hoy o mañana yo estoy [UI]. Yo tengo control-- Papi, yo tengo el control de muchos medios. De muchos medios. Ahora mismo yo tengo ya en Z un corillo cabrón, de distintos medios que van a empezar a palabrear la película. No necesito estar en Nación Z.

underprivileged sectors of the country. For example, I am the owner of this restaurant and from each dollar, from each dollar that I make, I withdraw one cent. How much does that cent represent each year? That cent literally represents, let's just say $10,000 a year. What can I do with $10,000? How can I socially influence someone? I am aware that as a businessperson, I cannot cause wealth to always flow this way, but in a responsible manner, as a citizen I also have to cause a social impact. That is, of my income as a businessperson, I will identify one cent of each dollar. How does one cent cause an effect in a business? Of the profit, after operations and the rest. How does one cent impact? In no way. Let's suppose that it's $10,000. How many gallons of paint can I purchase? How many sports courts can I paint? How many will I impact? I can paint 10 sports courts with $10,000 I can impact through labor, by paying a painter, I can impact five sports courts. Well, that is social impact. That is social innovation. Another way, and this is going to happen, this is going to happen. I am already talking about it in Nación Z and I want you to know that most certainly today or tomorrow I will be [UI]. I have control-- Bro, I have control over a lot of the media. Over a lot of media. Right now I already have a huge group over at Z, from different media who will start to disseminate this storyline. I don't need to be in Nación Z. Because [UI] Nación Z, first of all because of two reasons, first because of , of, [UI]' story.
Secondly, I have to

	Porque [UI] Nación Z, primero por dos cosas, primero por la, por, por la película de, de [UI]. Segundo, yo tengo que meterme inmerso [UI]. Yo tengo que dejar a Nación Z. [UI]. Pero yo tengo que meterme inmerso en esto. Yo no puedo estar, tú sabes... Si yo me meto en, en, en la, lo de producir a Nación Z más estar pendiente al control [UI] de acá, papi… una de las dos cosas se me va a joder. Y tomé la decisión, por Ricardo de dejar a Nación Z, sabiendo que tengo un contrato en SBS [UI]. Y meterle a esto, con pasión. [UI] con pasión, a esto. Dicho eso… este, te comento que imagínate tú--	immerse myself [UI]. I have to leave Nación Z. [UI]. But I have to immerse myself in this. I cannot be, you know... If I submerge myself in, in, in producing Nación Z in addition to focusing on controlling [UI] this here, bro… one of the two things is going to get messed up. And I decided, in favor of Ricardo, to leave Nación Z, knowing that I have a contract with SBS [UI]. And jump into this with passion. [UI] with passion, on this. Having said this… uh, let me tell you that imagine--
CHS:	[OV] Pero entonces si-- Tú me habías dicho de unos talentos que tú controlabas que era obviamente Mayra, Gary, eh, Jorge, tú me habías dicho Molusco, ¿verdad? Esto--	[OV] So then if-- You had talked to me about certain talents that you controlled which obviously were Mayra, Gary, uh, Jorge. You had mentioned Molusco, right? Uh--
SDC:	[OV] Molusco está en una película cabrona. Molusco me pidió también chavos. "Papi, si tú quieres que yo pare… Pero no me vengas con una mierda, cabrón". Una película, está en una película porque saben que esto es un mierdero.	[OV] Molusco is out of his fucking mind. Molusco also asked me for money. "Bro, if you want me to stop… But don't come to me with something shitty, motherfucker." Out of this mind, he is out of his mind, because he knows that this is a bucket load of crap.
CHS:	¿Y qué otros… Pero qué otros talentos tú--?	And which other… what other talents do you--?
SDC:	[OV] Red Shadow,--	[OV] Red Shadow,--
CHS:	[OV] ¿Quién--?	[OV] Who--?
SDC:	--Red Shadow, eh,--	--Red Shadow, uh,--

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CHS:	[OV] Porque esto ha cambiado un montón desde la vez que nosotros hablamos.	[OV] Because this has changed a ton since the time that we talked.
SDC:	--Rocky The Kid, eh, Burbu, eh, Willy [PH], eh--	--Rocky The Kid, uh, Burbu, uh, Willy [PH], uh--
CHS:	[OV] ¿Kobbo?	[OV] Kobbo?
SDC:	--Kobbo también. Kobbo también. Kobbo me dijo: "Papi..." [Pausa] Kobbo me dijo: "Sixto, tú sabes cómo funciona esto. Cuando te vayas a sentar conmigo, no me faltes el respeto".	--Kobbo as well. Kobbo too. Kobbo said to me: "Bro..." [Pause] Kobbo said to me: "Sixto, you know how this works. Whenever you sit down with me, do not disrespect me."
CHS:	¿Cómo que no le faltes el respeto?	What does that mean not to disrespect him?
SDC:	Que no le venga con una mierda.	Don't go to him with something shitty.
CHS:	¿De chavos? ¿Trescientos mil pesos también?	Money? Three hundred thousand bucks too?
SDC:	No, no. Jamás en la vida. Acuérdate, Kobbo, ahora mismo yo, en el plan que yo tengo ahora mismo no está Kobbo incluido. Kobbo, Kobbo [UI] incluido [UI] $50,000 pesos.	No, no. Never. Remember, Kobbo, right now in the plan that I have right now, Kobbo is not even included. Kobbo, Kobbo [UI] included [UI] $50,000 bucks.
CHS:	¿Quiere qué?	He wants what?
SDC:	Cincuenta mil pesos.	Fifty thousand bucks.
CHS:	¿Fijos o una vez?	Fixed or only once?
SDC:	No, no, no, papi. [UI] $50,000 pesos pa' pasar esta película. Y Kobbo va a empezar a apalabrar, Kobbo va a	No, no, no, dude. [UI] $50,000 bucks to put this story. And Kobbo will start saying, Kobbo will start saying

	empezar a apalabrar que esto, que no, que esto no, que Puerto Rico no se puede hacer parte de este mierdero.	that this, that no, not like this, that Puerto Rico cannot be part of this mess.
CHS:	*Okay*, pues, espérate, pues entonces ahora tengo un poquito más de paz. Tú no me puedes garantizar que no salgan los chats. Eso no me lo puedes garantizar.	Okay, well, wait, well then, now I have a little more peace of mind. You cannot guarantee to me that the chats will not come out. That you cannot guarantee.
SDC:	Bueno, lo puedo, lo puedo garantizar prestándome pa' la hija de putada que me pidió este tipo.	Well, I can, I can guarantee it if I accept to be a part of this fucking crap that this guy asked from me.
	[Pausa]	[Pause]
CHS:	¿Pero y cómo tú lo harías? ¿Con contrato?	But how would you do it? With a contract?
SDC:	Él lo quiere *cash* o un cheque. Quiere *cash* o un cheque. Él me dijo la corporación.	He wants cash or a check. He wants *cash* or a check. He said the corporation.
CHS:	¿Cuál, la que tenía contrato con el gobierno?	Which one, the one that had a contract with the government?
SDC:	No, una corporación ahí que él no aparece. Es una persona de confianza.	No, a corporation where he does not appear. It's someone of trust.
CHS:	[Suspira] Pues, tres cosas. Que mierdero, cabrón. [Risa] Cuando yo acepté esa posición, tú no me dijiste que esta es la mierda que me tocaba.	[Sighs] So, three things. This is crap, motherfucker. [Laughs] When I accepted this position, you didn't tell me that I would have to deal with this shit.
SDC:	Diablo así mismo es.	Damn that's right.
	[Pausa]	[Pause]

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CHS:	*Okay*, si en teoría a él se le dieran los $300,000 pesos--	Okay, so hypothetically, if we would give him the $300,000 bucks--
SDC:	[OV] Ujum.	[OV] Uh-huh.
CHS:	--y no habría que bregar directo con él. ¿Tú puedes manejar eso?	--and we would not have to deal with him directly. You can manage that?
SDC:	Sí, sí. No va ser ningún problema. No va ser ningún problema.	Yes, yes. It will not be a problem. It would not be a problem.
CHS:	Y con eso tú garantizas que no salgan los chats.	And with that you can guarantee that the chats will not come out.
SDC:	Y con eso yo te garantizo a ti que él va a parar de joder.	With that, I can guarantee to you that he will stop being a pain in the ass.
CHS:	Y si eso no se da--	And if that doesn't happen--
SDC:	[UI]. [Pausa - Aparte] ¡Anda pa'l cará! Papi, ¿tú estás claro que estamos a dieta?	[UI]. [Pause - Aside] Holy cow! Dude, do you know that we are on a diet?
UM:	Correcto. Claro que sí. [UI].	Correct. Of course. [UI].
SDC:	Ah, sí, mano.	Oh, yes, dude.
UM:	Buen provecho.	Enjoy your meal.
	[01:34:05 - Pausa - Ruido en el trasfondo - 01:34:20]	[01:34:05 - Pause - Background noise - 01:34:20]
SDC:	¿Quién... ¿Esto lo dejaron hoy aquí?	Who... This was left here today?
UM:	Si no me equivoco, creo que sí.	If I'm not mistaken, I believe so.
SDC:	[UI]. [Pausa] ¿Esto lo dejaron hoy aquí?	[UI]. [Pause] This was left here today?
	[Pausa]	[Pause]

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CHS:	Te está emplazando.	You are being summoned.
	[Pausa]	[Pause]
SDC:	¿Cómo?	What?
CHS:	¿Eso no es un emplazamiento?	Is that a summon?
SDC:	Claro que sí.	Of course it is.
	[Pausa]	[Pause]
CHS:	Buen provecho, gallo.	Enjoy your meal, dude.
SDC:	Gracias, papi. [UI].	Thank you, bro. [UI].
	[01:34:45]	[01:34:45]
CHS:	Y eso garantizaría que no salgan los chats y que no joda conmigo.	And that would guarantee that the chats will not come out and that he will not fuck with me.
SDC:	Claro. Digo, digo. Se lo tengo que decir. No es que se lo dije ya. Porque la última vez, como te dije, no me, no me habló nada de ti.	Of course. I mean, I mean. I would have to tell him. It's not like I already told him. Because the last time, like I told you, he didn't, he didn't even talk to me about you.
	[Pausa]	[Pause]
CHS:	Entonces lo otro es… si eso no se hace… con cierta gente y--	Then the other thing… is if this is not done… with certain people and--
SDC:	[OV] Ya yo tengo un montón de gente.	[OV] I already have a ton of people.
CHS:	Cabrón, ¿y todos son tan caros como Kobbo?	Motherfucker, and all of them are as expensive as Kobbo?

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SDC:	¿Cómo?	What?
CHS:	¿Todos son tan caros como Kobbo?	Are all of them as expensive as Kobbo?
SDC:	No, jamás.	No, not at all.
CHS:	¿Y cuánto cuestan…?	And how much…?
SDC:	Por ejemplo... Papi, te estoy dando información complicada. Esto es confidencial, por favor. [Pausa] A Rocky van 6,000 pesos.	For example... Bro, I am giving you complicated information. This is confidential, please. [Pause] For Rocky 6,000 bucks.
CHS:	¿Cuánto?	How much?
SDC:	Seis mil pesos.	Six thousand bucks.
CHS:	Ah, yo entendí 100. [Risa] Seis mil, ¿6,000 y de una y ya?	Oh, I understood 100. [Laughs] Six thousand, 6,000 one time and that's it?
SDC:	Sí. Sí. Pero ya yo estoy cuadrando eso.	Yes. Yes. But I'm already squaring that away.
CHS:	*Okay*.	Okay.
SDC:	Lo de, lo de Rocky, lo de Rocky, Burbu, Héctor y [UI], este, Gary, tú sabes todo el, todo el corillo… ya yo los estoy trabajando. Red Shadow, Bebé Maldonado, este, to' ese corillo de cabrones que son... apelan a la conversación de la masa--	For, for Rocky, for Rocky, Burbu, Héctor, and [UI], uh, Gary, you know the, the entire crew… I am already working with them. Red Shadow, Bebé Maldonado, uh, that entire group of motherfuckers... that appeal to the conversation of the masses--
CHS:	[OV] Ujum.	[OV] Uh-huh.
SDC:	--¿Entiendes? [Pausa] Que la narrativa es [pausa]: "No nos podemos prestar para esto. Ah, ¿sabes qué? Yo soy la primera que quería que Ricardo	--You know what I mean? [Pause] That the narrative is [pause]: "We cannot be a part of this. Oh, you know what? I was the first one that wanted Ricardo Rosselló to

	Rosselló renunciara. Pero lo que estoy viendo, no, no, así no puede ser. No puede ser destruyendo al país. Estos son unos títeres. No puede ser así. Ya, cáguense en su madre".	quit. But what I am seeing here, no, no, it cannot be done this way. It cannot be done by destroying the country. These are just derelicts. It cannot be done this way. Done, go fuck yourselves."
CHS:	¿Y eso tú lo garantizas? Que, que con esa--	And you can guarantee that? That, that with that--
SDC:	[OV] [UI] ellos--	[OV] [UI] they--
CHS:	Tú garantizas que ellos apalabran…--	You guarantee that they will speak…--
SDC:	[OV] Sí, sí, todo.	[OV] Yes, yes, everything.
CHS:	--todo.	--everything.
SDC:	Oye, vuelvo y te repito. Kobbo no está incluido aquí. Kobbo no está incluido ahí. Ya, ya yo estoy considerando eso con otra persona que-que-que... Pero yo necesito, para que pase obviamente otras cosas más poderosas como un Kobbo [UI] hay más presupuesto. Lo que, como te digo [UI] te digo, porque como que, es como que, tú sabes, me, me siento, me siento bien, bien canalla.	Hey, I'll say it again. Kobbo is not included here. Kobbo is not included in it. I am already, already considering that, with another person that-that-that... But obviously, for it to happen I need other things more powerful, someone the likes of Kobbo [UI] there's more of a budget. What, like I was saying [UI] I'm telling you, because it's kind of, it's kind of like, you know, I, I feel, I feel very, very despicable.
CHS:	¿Y entonces cómo, cómo tú lo harías? Por ejemplo, eso de Kobbo y este otro presupuesto. ¿Eso no es a través de las corporaciones de Hacienda?	And so how, how would you do it? For example, this thing with Kobbo and this other budget. This is not through the Department of Treasury corporations?
SDC:	No, no.	No, no.
CHS:	¿Eso es aparte?	That is aside?

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SDC:	Sí, eso es aparte.	Yes, that is aside.
CHS:	¿Y cómo tú lo harías?	And how would you do it?
SDC:	Con una corporación, la que me diga Rauli o la que tengo yo que después pa' Rauli moverse se lo doy yo a Rauli. O sea, obviamente para no tener problemas con, con una corporación se le puede pasar poco a poco.	Through a corporation, whichever one Rauli chooses or the one that I have and then for Rauli to move I will give it to Rauli. In other words, obviously in order to not have any problems with, with a corporation it can be transferred to him little by little.
	[Pausa]	[Pause]
CHS:	¿Y tú la tienes ya?	And do you have it already?
SDC:	Sí.	Yes.
CHS:	¿Y no tiene contratos con el gobierno?	And does it have contracts with the government?
SDC:	No. [UI]. No tiene [UI].	No. [UI]. I doesn't have [UI].
CHS:	¿Y esto tampoco sería con contratos con el gobierno? ¿O estos sí?	And this would not be with government contracts either? Or these would?
SDC:	[UI]. ¿Tú hablas de los 300,000?	[UI]. Are you talking about the 300,000?
CHS:	No, no, no, de lo otro, de… del presupuesto para talentos como Kobbo. Pa' que apalabren… la otra línea.	No, no, no, the other thing about… the budget for talents such as Kobbo. In order to talk about… the other line.
SDC:	No, papi, eso es con Kobbo; él está en otra liga.	No, bro, that is with Kobbo; he is in another league.
CHS:	Sí, sí, que son 50.	Yes, yes, that is 50.
SDC:	Por eso es que Kobbo me dice a mí, como quien dice: "A mí tú no me	That is why Kobbo said to me, as if to say: "Don't even think about offering me

	ofrezcas $6,000 pesos. Ofrécele $6,000 pesos a Molusco, a Rocky. A mí tú no me vengas con eso. Cuando tú te sientes conmigo no me faltes el respeto". [Pausa] Eso es otra película. Yo sé porque ya yo he... esto ya yo lo he brega'o con Kobbo en otras ocasiones. Cuando estaba Fortuño esto yo lo tuve. ¿Tú sabes quién tú eres? Desde la, desde la poca ética, pero con la confianza, y no lo vuelvo a repetir, tú eres en el 2011, la recta final del 2012, tú eres el Marcos Rodríguez Emma. Así Marcos y yo estábamos, a otro nivel.	$6,000 bucks. You go and offer $6,000 bucks to Molusco, to Rocky. Do not come to me with that. When you sit down with me do not disrespect me." [Pause] That is a completely different ballgame. I know because I've already... I have already dealt this with Kobbo on other occasions. When Fortuño I had this same issue. Do you know who you are? Coming from the, from the lack of ethics, but with the trust that I have, and I will not repeat this. You are in 2011, the home stretch of 2012, you are Marcos Rodríguez Emma. This is how Marcos and I were, at another level.
CHS:	Yo creo que mi comida fue la mejor que la de él.	I think my food was better than his.
SDC:	Eh, no, él no comió.	Uh, no, he didn't eat.
CHS:	[Risa]	[Laughs]
	[Pausa]	[Pause]
SDC:	Es complicado.	It's complicated.
CHS:	¿Uh?	Huh?
SDC:	Complicado.	Complicated.
CHS:	¿Qué, que?	What was that?
SDC:	Complicado toda esta situación.	This entire situation is complicated.
CHS:	Por eso, pero... Ya lo de Rauli está claro que es o *cash* o cheque pa' una corporación o pa' la otra que, que tú tengas. Pero, esto otro--	Okay, so... The Rauli thing is clear that it has to be cash or check to a corporation or to the one that, that you have. But, this other thing--

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SDC:	[OV] Bueno, te voy a hablar claro sin que me tires al medio.	[OV] Well, I'm going to talk clearly to you, but don't throw me under the bus.
CHS:	Ujum.	Uh-huh.
SDC:	Ya yo [UI] $100,000 por Llerandi. No repitas esto. [Pausa] No repitas esto, por favor. [UI] a Llerandi yo no lo incluí a Llerandi [UI]. Y mucho menos yo le dije a Llerandi… lo de Rauli.	I already [UI] $100,000 for Llerandi. Do not repeat this. [Pause] Do not repeat this, please. [UI] Llerandi, I did not include Llerandi [UI]. And much less did I tell Llerandi… this thing about Rauli.
	[Pausa]	[Pause]
CHS:	Y entonces... Pero esto sí era a través de… de contratos. [Pausa] ¿No?	And so... But this was in fact through… through contracts. [Pause] No?
SDC:	Él me dio un cheque de 100,000 pesos... de $90,000 pesos. [Pausa] Aparentemente-- Diablo, te veo medio... ¿Tú sabías eso?	He gave me a check for 100,000 bucks... for $90,000. [Pause] Apparently-- Damn, you look kind of... Did you know that?
CHS:	No, obviamente no lo sabía.	No, obviously I didn't know.
SDC:	Tranquilo.	Relax.
CHS:	¿Uh?	Huh?
SDC:	Tranquilo. [UI] Ricardo me dice, papi [UI]. Yo no te dije esto, tú no sabes nada. Así. Hazte el nuevo. [Pausa] Por favor, hazte el nuevo, cabrón. No me tires al medio. Porque Ricardo me dijo a mí [UI]. Y yo pues me comunico contigo [UI]. Dije: "Ah pues *okay*, yo no sé". [Pausa] Entonces le dije a Ricardo: "[UI] mira… [UI]".	Relax. [UI] Ricardo tells me, bro [UI]. I never said this to you, you know nothing. Just like that. Pretend you just heard about it. [Pause] Please, pretend that you just heard it, motherfucker. Don't throw me under the bus. Because Ricardo told me [UI]. And so I got in touch with you [UI]. I said: "Oh, well okay. I don't know." [Pause] So then I told Ricardo: "[UI] listen… [UI]."
	[Pausa]	[Pause]

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CHS:	Entonces, *okay*. [Pausa] Pues los únicos contratos con los que yo te tengo que ayudar son con los dos de Hacienda. Tú me das después los nombres de lo que es.	So, okay. [Pause] Well, the only contracts that I would have to help with are the two of the Department of Treasury and you will give me the names later.
SDC:	Tú no te vas de aquí sin yo darte [UI].	You will not leave this place without me giving you [UI].
CHS:	¿Y se volvieron a someter en este año fiscal?	And were they resubmitted during this fiscal year?
SDC:	[OV] [UI]. Estaban ya para renovación, para renovación de contrato hasta julio.	[OV] [UI]. They were up for renewal, for contract renewal up until July.
CHS:	*Okay*.	Okay.
SDC:	Con [UI] y todo. [UI] julio también aumentó.	With [UI] and everything. [UI] July it also went up.
	[01:41:39 - Pausa - Ruido en el trasfondo - 01:42:11]	[01:41:39 - Pause - Background noise - 01:42:11]
MARIA:	Cuéntenme.	Talk to me.
	[Pausa]	[Pause]
CHS:	Cada vez que traes algo está mejor que lo anterior.	Every time you bring something, it is better than the previous one.
MARIA:	Muy bien. Deja ver si traigo… [UI].	Very well. Let me see if I bring… [UI].
CHS:	No, ya yo no...	No, I don't want...
	[Pausa]	[Pause]
MARIA:	¿Está rico, verdad? ¿Gusta algo más?	It's delicious, right? Would you like anything else?

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	[Pausa]	[Pause]
SDC:	[UI].	[UI].
MARIA:	Muy bien.	Very well.
SDC:	¿Por qué [UI]--?	Why [UI]--?
CHS:	[OV] ¿Qué tenía esto? Esto tiene churrasco,--	[OV] What did this have? This has skirt steak,--
MARIA:	[OV] Eso tiene--	[OV] That has--
CHS:	--*sun dried tomatoes*, ¿verdad?	--sun dried tomatoes, right?
MARIA:	Sí, tiene chorizo… y espinacas. [Pausa] Muy bien.	Yes, it has chorizo… and spinach. [Pause] Very well.
CHS:	Gracias. [Pausa] ¡Ay, Sixto, cabrón! [UI]. [01:43:00 - Pausa - 01:43:58] Lo que yo había rebajado en estos días ya me jodí.	Thank you. [Pause] Oh my! Sixto, you fucker! [UI]. [01:43:00 - Pause - 01:43:58] The weight I had lost these days has gone to hell now.
	[Pausa]	[Pause]
SDC:	Sin piedad.	No mercy.
	[Pausa]	[Pause]
CHS:	¿Aquí… aquí hay baño?	Is there… is there a restroom here?
SDC:	Por cierto.	By the way.
CHS:	¿Ah?	Huh?
SDC:	Te voy a decir algo. Tengo un montón de panas. Un montón de panas que han chicha'o ahí.	Let me tell you something. I have a ton of friends. A ton of friends that have had a quickie in there.

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CHS:	[Ríe]	[Laughs]
SDC:	[UI].	[UI].
	[Pausa]	[Pause]
CHS:	¿Izquierda o derecha? [Pausa] ¿Derecha?	Left or right? [Pause] Right?
SDC:	[OV] Aquí a la, a la izq-- Aquí a izquierda.	[OV] Here to the, to the lef-- Left here.
	[Pausa - Ruido en el trasfondo]	[Pause - Background noise]
CHS:	¡Diablo! [01:44:33 - Pausa - Ruido en el trasfondo - 01:45:51] Está cabrón el baño. [UI]. Tengo la espalda jodía. [Suspira] ¿Me lo enviaste?	Damn! [01:44:33 - Pause - Background noise - 01:45:51] The restroom is something else. [UI]. My back is messed up. [Sighs] Did you send it to me?
SDC:	No, [UI].	No, [UI].
CHS:	¿Qué? ¿Qué?	What was that?
	[01:46:10 - Pausa - 01:47:08]	[01:46:10 - Pause - 01:47:08]
SDC:	Esto [UI].	This [UI].
CHS:	¿Uh? [Pausa] ¿Qué pasó? [Pausa] ¿Que quedó bien?	Huh? [Pause] What happened? [Pause] It worked out well?
SDC:	Claro.	Of course.
CHS:	A mí lo que no me gustó fue que llegara con un camarógrafo.	What I didn't like was the fact that he arrived with a cameraman.
	[Pausa]	[Pause]

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SDC:	Es que hay que video documentarlo porque--	It has to be video documented because--
CHS:	[OV] Chico, eso… eso iba a salir orgánico. O tú te crees que ese muchacho no iba--	[OV] Dude, that… That was going to come out organically. Or do you think that guy wasn't--
SDC:	[OV] Camaro--	[OV] Camera--
CHS:	--a asegurarse que tiene--	--going to make sure he has--
SDC:	[OV] Camarógrafo. No llegó con un celular pa' cogerlo orgánico como--	[OV] Cameraman. He did not arrive there with a cellphone to capture it organically like--
CHS:	[OV] Camarógrafo.	[OV] A cameraman.
SDC:	No, no, no. No, eso tú sabes--	No, no, no. No, that you know--
CHS:	[OV] Llegó, llegó con cámara.	[OV] He arrived, arrived with a camera.
SDC:	No, yo se lo dije a él que lo cogiera--	No, I told him to capture it--
CHS:	[OV] Llegó con cámara. Te estoy diciendo.	[OV] He arrived with a camera. I'm telling you.
SDC:	Tanto que se lo--	As much as I--
CHS:	[OV] Que esa fue la única crítica que recibí. [Pausa] Pero quedó bien. [Pausa] Anda pa'l carajo son las 9:00 de la noche. [Pausa] Yo comiendo aquí no me di cuenta de la hora que es. [Pausa] Esto está cabrón, mano. Uno casi no duerme, madrugando. [Pausa] Cuando me voy a acostar lo que me da es ansiedad. [Pausa] Anoche me tomé una melatonina. Y hoy le di a *snooze* tres veces. [Risa] Nunca me había pasa'o.	[OV] And that was the only criticism that I received. [Pause] But it went well. [Pause] Holy cow, it's 9:00 PM. [Pause] I have been eating here and didn't even realize what time it was. [Pause] This is fucked up, bro. One hardly sleeps; I get up at the crack of dawn. [Pause] When I go to bed, I get anxious. [Pause] Last night I took a melatonin. And today I hit the snooze button three times. [Laughs] This had never happened to me.

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	[01:48:30 - Pausa - 01:48:44]	[01:48:30 - Pause - 01:48:44]
SDC:	Papi, yo quiero ver [UI]. [Pausa - Ruido en el trasfondo] Vamos a ver [UI].	Bro, I want to see [UI]. [Pause - Background noise] Let's see [UI].
	[01:48:55 - Pausa - 01:51:06]	[01:48:55 - Pause - 01:51:06]
MARIA:	¿Cómo van?	How are you guys doing?
CHS:	Bien, ¿y tú?	Fine and you?
MARIA:	¿Van a seguir comiendo? ¿Sí?	Are you going to eat some more? Yes?
SDC:	[UI]. Ponle eso para llevar a él.	[UI]. Wrap that to go for him.
CHS:	No, no, no, gracias.	No, no, no, thank you.
SDC:	Pero papi,--	Come on bro,--
CHS:	[OV] No, muchacho.	[OV] No, man.
SDC:	--pero obviamente--	--I mean, obviously--
MARIA:	[OV] ¿Y qué hacemos con él? Claro.	[OV] And what should we do with it? Of course.
SDC:	Pero papi,--	But, bro,--
CHS:	[OV] No.	[OV] No.
SDC:	--no te lo vas a comer ahora.	--you are not going to eat it right now.
CHS:	No, no, no. Gracias. No.	No, no, no. Thank you. No.
SDC:	[OV] Pero papi, eh, papi eso es mañana. Calentado en el--	[OV] Come on bro, uh, dude that is for tomorrow. Reheated in the--
CHS:	[OV] No, eso es un-- Es que no puedo.	[OV] No, that's a-- It's just that I can't.

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SDC:	Pues se lo va a comer tu esposa. Y le vas [UI]--	Well, your wife can eat it then. And you'll [UI]--
CHS:	[OV] ¿Sabes qué? Dámelo para llevar.	[OV] You know what? Let me have it to go.
SDC:	Sí, papi, pa' tu esposa.	Yes, bro. For you wife.
CHS:	[OV] Pa' mi hermano, pa' hermano.	[OV] For my brother, for my brother.
SDC:	[OV] Cuando tú esposa vea eso papi… [cantando] te va a amar.	[OV] When your wife sees that, bro… she is going to [singing] love you.
	[Pausa]	[Pause]
CHS:	Y la cuenta, por favor.	And the check please.
MARIA:	*Yes, sir.*	Yes, sir.
	[01:51:38 - Pausa - Ruido en el trasfondo - 01:51:59]	[01:51:38 - Pause - Background noise - 01:51:59]
SDC:	Mira, te lo envié ahora. [Pausa] Son dos. [01:52:02 - Ruidos en el trasfondo - Pausa - 01:52:24] Te lo envié. Ahí están las dos. Puedes verificar.	Look, I sent them to you just now. [Pause] There are two. [01:52:02 - Background noises - Pause - 01:52:24] I sent them to you. They are both there. You can check.
	[Pausa]	[Pause]
CHS:	*Okay.* Social Consulting con OGP que eso no es Paco. OGP era Sobrino. Hay que ver a quién ponen ahora. [Pausa] Y Collective Impact. Ese sí es Paco.	Okay. Social Consulting with OMB and that is not Paco. OMB was Sobrino. We have to see who will be assigned now. [Pause] And Collective Impact. That one is in fact Paco.
	[Pausa]	[Pause]

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SDC:	Sí, sí.	Yes, yes.
CHS:	¿Y de los dos te pidieron memo?	And they asked for a memo for both?
SDC:	¿Ah?	Huh?
CHS:	¿De los dos te pidieron memo?	They asked for a memo for both of them?
SDC:	No, de la de Hacienda pidieron memo.	No, they asked for a memo for the one from the Department of Treasury.
CHS:	¿Y OGP?	And OMB?
SDC:	No. No la veo. [Pausa] Te corroboro.	No. No, I don't see it. [Pause] I will verify.
CHS:	[OV] Chequéate--	[OV] Check--
SDC:	Te tiro más tarde.	I'll contact you later.
CHS:	[OV] Chequéate.	[OV] Check.
SDC:	Te tiro más tarde.	I'll contact you later.
CHS:	Yo tengo que chequear a quién dejaron ahí de interino. Coño, ¿a quién dejaron de interino en… OGP? Deja preguntar. [Pausa] Diablo, porque verdad es, ahora yo no sé quién carajo es. [Pausa] Y cuando haya que sacar cosas. [Pausa - Suspira - 01:53:32 - Pausa - Ruido en el trasfondo - 01:55:29] ¿Ya?	I have to see who they left there as acting. Shit, who is acting at… OMB? Let me ask. [Pause] Damn, the truth of the matter is that right now I don't know who the hell it is. [Pause] What about when stuff needs to be approved. [Pause - Sighs - 01:53:32 - Pause - Background noise - 01:55:29] Done?
	[Pausa]	[Pause]
UF:	Sí.	Yes.
	[01:55:32 - Pausa - Voces ininteligibles - 01:56:19]	[01:55:32 - Pause - Unintelligible voices - 01:56:19]

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SDC:	Te pregunto, papi.	Let me ask you, bro.
	[Pausa]	[Pause]
CHS:	Ujum.	Uh-huh.
SDC:	Que sé que me vas a decir que sí, pero... [Pausa] Quiero [UI]. [01:56:30 - Pausa - Ruido en el trasfondo - 01:56:49] [UI]--	And I know you are going to say yes, but... [Pause] I want [UI]. [01:56:30 - Pause - Background noise - 01:56:49] [UI]--
CHS:	¿Qué?	What?
SDC:	No vayas a malinterpretar lo que voy a decir.	Do not misunderstand what I am going to say to you.
CHS:	*Okay*.	Okay.
	[Pausa]	[Pause]
SDC:	¿Tú obviamente oras?	You obviously pray?
CHS:	Sí.	Yes.
	[Pausa]	[Pause]
SDC:	Tú te hincas. [Pausa] Tú te arrodillas en las mañanas. No que te vaya a pasar nada malo. No te vayas a, a… a hacer-- No vayas a malinterpretar. Te lo digo por lo que está pasando. Y después de esto, después de esto [UI]… cabrón, hasta el último día de tu vida [UI]. Porque una oración… eso es bien poderoso. Bien poderoso. Todo esto [UI]. Hay cosas que yo tengo que hacer. Hay cosas que tú tienes que hacer. Y hay cosas que nos toca a nosotros	You kneel. [Pause] You kneel in the mornings. Not because something bad is going to happen. Don't you uh, uh… go do-- Don't misinterpret this. I'm saying this because of what is happening. And after this, after this [UI]… motherfucker, until your last day on earth [UI]. Because a prayer… is very powerful. Very powerful. All this [UI]. There are things that I have to do. There are things that you have to do. And there are things that we have to act on.

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	movernos. Pero hay cosas que no hay manera de nosotras hacerlas y Dios es el único que puede hacerlas. [UI]. Cómo Él puede obrar, cabrón, [UI]. [UI] conversación bien íntima como tú lo has hecho toda la vida, lo único… [UI].	But there are things that there's no way that we can do them and God is the only one that can do them. [UI]. He can work miracles, motherfucker, [UI]. [UI] very intimate conversation the way that you have done all your life, the only thing… [UI].
CHS:	[OV] [Aparte] Y el 20, por favor.	[OV] [Aside] And 20 [percent], please.
UF:	Gracias.	Thank you.
CHS:	Gracias a ti.	Thank you.
	[Pausa]	[Pause]
UF:	Ah, pero tiene-- [PI], ¿tiene alguna otra [UI] con el loguito de Visa?	Oh, but it has-- [PI], do you have another one [UI] with a Visa logo?
CHS:	No.	No.
UF:	¿O Master Card o Discover?	Or Master Card or Discover?
CHS:	Tengo *cash*. [Pausa] ¿Aquí no aceptan American [Express]? Ah, no, no, no.	I have cash. [Pause] You do not accept American [Express] here? Oh, no, no.
UF:	Es raro que no [UI] American [Express].	It's weird that they don't [UI] American [Express].
CHS:	¿Cuánto es… entonces con el 20?	How much is it… with the 20 [percent] then?
UF:	Uno, veintiocho.	One hundred and twenty-eight.
CHS:	Pero con el 20.	But with the 20 [percent].
UF:	Te digo ahora.	I will tell you in a bit.
	[Pausa]	[Pause]

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CHS:	'Acho, yo estoy tan ajora'o que a mí se me expiró mi tarjeta de débito y no la he podido…--	Dude, I am so rushed that my debit card expired, and I haven't been able to…--
UF:	[OV] Uno, cinco, dos.	[OV] One, five, two.
CHS:	--reponer. [Pausa] Gracias.	--replace it. [Pause] Thank You.
UF:	[UI].	[UI].
	[Pausa]	[Pause]
CHS:	[Suspira] Y tú me dijiste horita que Mayra no tiene nada que ver con esto, ¿verdad?	[Sighs] And you told me a little while ago that Mayra has nothing to do with this, right?
SDC:	¿Cómo?	What?
CHS:	¿Tú me dijiste horita que Mayra no tenía nada que ver con esto?	You told me a little while ago that Mayra had nothing to do with this?
SDC:	No, no, no. Incluso Mayra me dijo a mí… que ella está, ella está, este… este, clara… y convencida, obviamente por muchas cosas, de que hay alguien más--	No, no, no. As a matter of fact, Mayra told me… that she is, she is, uh… uh, clear… and convinced, obviously for many reasons that there is someone else--
CHS:	[OV] *Okay.*	[OV] Okay.
SDC:	--y está entre ustedes. Ella está convencida de eso. ¿Tú sabes lo que es la palabra convencida? Convencida.	--and they're among you. She is convinced of that. Do you know what convinced means? Convinced.
	[Pausa]	[Pause]
CHS:	¿Tú me aconsejarías hablar con ella?	Would you advise me to talk to her?
SDC:	No, mano, Mayra no quiere hablar con ninguno de ustedes. De hecho, yo le pedí que en el caso [UI] que hablara con	No, man, Mayra does not want to talk to any of you. As a matter of fact, I asked her that in the [UI] case, to speak to Ricardo

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	Ricardo [UI]. [UI]. "Mi ética no me lo permite". [UI] "Mi ética me lo impide totalmente". [Pausa] Pero yo se lo pedí pa' que sepas. [Pausa] Ah… [UI]. Pero yo… yo te doy el número de ella [UI], lo que te diga… [UI]. Pero ahora mientras ustedes tengan esos puestos y [PI]… Secretario de Asuntos Públicos, papi, ella no se va a sentar con ustedes. Jamás. Pa' evitar que salga, se filtre, que ella quede como [UI], porque ella estaba reunida con el gobernador. Porque ella estaba reunida con él. Me dijo rotundamente, no.	[UI]. [UI]. "My principles prevent me from it." [UI] "My principles go completely against it." [Pause] But just so you know, I did ask her. [Pause] Oh… [UI]. But I… I will give you her number [UI], whatever she tells you… [UI]. But while you guys have these positions and [PI]… Secretary of Public Affairs, bro, she is not going to sit down with you guys. No way. To avoid that it comes out to the public, gets leaked, and for her to look like a [UI], because she was meeting with the governor. Because she was meeting with him. She said a very emphatic no to me.
	[Pausa]	[Pause]
CHS:	[Suspira]	[Sighs]
	[Pausa]	[Pause]
SDC:	Yo no sé… necesito decirte esto. [Pausa] Supongamos… que tú… me consigues 50 pa'… pa' Kobbo--	I don't know… I need to say this to you. [Pause] Let's suppose… that you… get me 50 for… for Kobbo--
CHS:	[OV] Ajá	[OV] Uh-huh.
SDC:	--supongamos que tú uses 50 pa' Kobbo.	--let's suppose that you use 50 for Kobbo.
CHS:	*Okay*.	Okay.
	[Pausa]	[Pause]
SDC:	¿Cómo [UI]? Ya Llerandi…	How [UI]? Llerandi already…
CHS:	Eso es lo que te pregunté pues, ¿cómo era el vehículo? ¿Si era a través de un contrato?	That is what I asked you, you know, what type of method would it be? If it was through a contract?

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SDC:	[OV] No, no, porque [UI]--	[OV] No, no, because [UI]--
CHS	¿Si era a través de pauta? ¿Si era…?	If it was through a directive? If it was...?
SDC:	[OV] La otra vez, literalmente a través del Comité Ricardo Rosselló. Autorizarlo Comité Ricardo Rosselló. [Pausa] Pero yo no quiero, lo que no quiero es por Ética… a menos que tú se lo digas a él, como cosa tuya y él te diga… este: "Lo manejo". Y ahí: "Mira, no, hablé con, con, hablé con Sixto a ver si esto [UI]". Que él venga y me lo traiga y yo digo: "Coño, papi [UI]". Pa' decirte algo, lo que no quiero es que él me diga: "Coño, cabrón, hablaste con…"	[OV] The last time, literally through the Ricardo Rosselló Committee. Authorize it, Ricardo Rosselló Committee. [Pause] But I don't want, what I don't want is through Ethics... unless you tell him, as if it were coming from you and he tells you… uh: "I'll take care of it." And there [you say]: "Listen, no, I spoke to, to, I spoke to Sixto to see if this [UI]." He comes and brings it to me and I tell him: "Damn, dude [UI]." Just so you know, what I don't want is for him to say to me: "Damn, motherfucker, you spoke to…"
CHS:	[OV] Yo sé que Ramón-- Porque yo estaba presente y Ramón Rosario le-- Él mencionó algo de… de que Ramón tenía cómo traer a Kobbo y que Kobbo se convirtiera en nuestra voz para empezar a cuestionar que eran--	[OV] I know that Ramón-- Because I was present there and Ramón Rosario-- He mentioned something about… about Ramón having a way to bring aboard Kobbo so that Kobbo could become our voice in order to start questioning that these were--
SDC:	[OV] Papi, [UI].	[OV] Bro, [UI].
CHS:	--que eran documentos falsos. Y por lo menos frente a mí, bueno, él le dijo que no. [Pausa] Y Ramón le dijo: "No, no se debe descartar". Que si no sé qué.	--that these were false documents. And at least, while in front of me, well, he said, no, to him. [Pause] And Ramón said to him: "No, it should not be discarded." This and that.
SDC:	[OV] En SBS [PH] [UI]--	[OV] At SBS [PH] [UI]--
CHS:	No le habló nada de chavos. Solamente le dijo que él tenía la manera…	He didn't say anything about money. He only said that he had a way to…

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SDC:	En SBS [PH], en SBS no quieren saber de Ramón.	At SBS [PH], over at SBS they do not want anything to do with Ramón.
UF:	[En el trasfondo] Listo.	[In background] Done.
CHS:	¿Desde cuándo?	Since when?
SDC:	Desde ahora. Desde to' este peo.	Since now. Since all of this mess.
CHS:	Ah, *okay*. [Pausa] De-- ¿Pero desde el sábado o desde antes?	Oh, okay. [Pause] From-- But since Saturday or since before?
SDC:	Desde to' este peo.	Since all of this mess.
CHS:	[OV] Porque esto fue antes del sábado.	[OV] Because this was before Saturday.
SDC:	Desde Telemundo. Lo botaron de Telemundo. Y no quieren que él vaya por allí pa' que especulen.	Ever since Telemundo. He was kicked out of Telemundo. And they don't want him to go around there and for people to speculate.
MARIA:	[OV] Ciento cincuenta y dos, 53, 54, 55… 160. [UI].	[OV] One hundred and fifty-two, 53, 54, 55… 160. [UI].
CHS:	Gracias.	Thank you.
MARIA:	A ti.	Thank you.
SDC:	María, gracias, mi amor. [Pausa] [UI]--	María, thank you, sweetie. [Pause] [UI]--
	[Pausa]	[Pause]
CHS:	Tú sales bien conmigo, papá. Yo te invito.	You always end up winning with me, bro. My treat.
SDC:	Gracias, papi. Gracias. Mira, el tipo está en el chat, lo acaban de botar de Telemundo [PH]. Qué carajos si va	Thank you, bro. Thank you. Look, the guy is part of the chat, he just got fired from Telemundo [PH]. What the hell, if it's

	salir, salió. Jessie [PH], el hijo de la gran puta, tiró un contrato de él con-con-con SBS, ahora hay un cogeculo. Que--	going to come out, it comes out. Jessie [PH], that son of a bitch, brought up a contract of his with-with-with SBS, and now there is all kinds of [ass-grabbing] mess. What--
CHS:	[OV] ¿Ese tipo va…? [UI]. ¿Por qué Jessie [PH] tiró lo del contrato de SBS? [Pausa] Que tú me lo dijiste estando allí.	[OV] Is that guy going to…? [UI]. Why did Jessie [PH] bring to light the SBS contract thing? [Pause] You mentioned it to me while we were there.
	[Pausa]	[Pause]
SDC:	Papi, yo no quiero a Jessie [PH]. Mira, mira todos los titulares que dio el tipo. [UI]. Dale pa' atrás a los videos de Nación Z. Dale pa' atra', dale pa' atra' [UI]. [Pausa] Y… y tú vas a ver a Je-- A Jessie [PH] ahí. Excepto al principio, cuando yo empecé a verlo tóxico, en su película de huelebicho, yo dejé de, de invitarlo. Ah, pero invité a un montón de Populares para no, para no dar la impresión de que es que la tengo cogida con los Populares. Esto, Jessie [PH] que se cague en su madre. [Pausa] [UI] yo… más allá, yo, yo estoy haciendo mi trabajo, entiendes. A Rauli, yo sé que a Rauli… ya su película [UI]. [Pausa] Pero él me… me llamó--	Bro, I don't want Jessie [PH]. Look, look at all the headlines the guy featured. [UI]. Rewind the videos from Nación Z. Rewind, rewind [UI]. [Pause] And… and you will see Je-- See Jessie [PH] there. Except at the beginning, when I started to see him as toxic, in his dumbass mindset, I stopped inviting him. Oh, however I invited a ton of people from the Popular Democratic Party so that I wouldn't give the impression that I am against the people of the Popular Democratic Party. Uh, Jessie [PH] can go fuck himself. [Pause] [UI] I… more than that, I, I am doing my job, you know. With Rauli, I know that Rauli… his storyline already [UI]. [Pause] But he… he called me--
CHS:	[OV] Te llamó.	[OV] He called you.
SDC:	--y me dijo que cuándo nos veíamos. Yo sé que es para preguntarme. Yo, yo le dije a él que yo no lo iba a hacer.	--and asked when we could meet. I know that he is going to ask me. I, I told him that I wasn't going to do it.
CHS:	Coño, ¿pero tú no crees que puedas conseguir eso?	Damn, but you don't think that you can get that?

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SDC:	¿Conseguir qué?	Get what?
CHS:	Entonces, bueno cuando hables con él.	So, well, whenever you talk to him.
SDC:	Bueno, es que ya él me dijo. Y él me está llamando. Las veces que me ha llama'o, que yo no le he contesta'o que le he dicho: "Papi, estoy en 20 cosas te llamo ya mismo". Y esa película pa' mantenerlo obviamente feliz. Este: "Pues dale me llamas". Yo sé que me está llamando para ver qué ha pasado. Pa' ver si yo he habla'o con ustedes, ese tipo de película. ¿Me entiendes? Pero yo le dije a él de entrada, de entrada, de entrada, de entrada, yo le dije a él que yo no iba a hacer eso, me entiendes. [Pausa] Rauli no sabe que Llerandi me acaba de dar.	Well, it's just that he already told me. And he is calling me. The times that he has called me, and I have not answered, and I have said to him: "Bro, I am involved in 20 things. I will call you soon." That storyline, to obviously keep him happy. Uh: "Well, all right. Call me." I know that he is calling me to see what has happened. To see if I talked to you guys and that sort of thing. You know what I mean? But I told him from the get-go, from the get-go, from the get-go I told him that I wasn't going to do that, you know. [Pause] Rauli doesn't know that Llerandi just contributed.
CHS:	[OV] Pero ahora… Tú me dijiste eso pero ahora me estás diciendo que podemos bregar, si eso… aparece.	[OV] But now… You said that to me, but now you are saying that we can work something out, if that… we make it happen.
SDC:	¿Por qué? Porque como él me lo dijo en serio,--	Why? Because since he said it to me seriously,--
CHS:	[OV] Está bien--	[OV] All right--
SDC:	--en su película y si tú me dices a mí que por-- Supongamos que yo le digo a él: "Mira, papi, hablé con ellos no hay 300, pero me dijeron 200,000". Por decirte una pendeja' así. ¿Me entiendes? Es a ver. Tantearlo. Yo puedo, yo puedo virar y decirte: "Mira, papi, ni 300, ni 200. Él me dijo que no, que se fueran al carajo. Ni un millón de pesos. Cáguense	--in his mind and if you tell me that for-- Suppose that I tell him: "Look, bro, I spoke to them, there will be no 300, but they said 200,000." Just throwing a fucking number out there. You know what I mean? Just to see. Get a feeling. I can, I can come back and say to you: "Look, bro, not 300 and not 200. He said no, that you guys can go to hell. Not even for a million

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	en su madre". Porque esa es la actitud de él, ¿me entiendes? Esa es la actitud de él. [Pausa] Pero quizás me dice--	bucks. Go fuck yourselves." Because that is his attitude, you know? That is his attitude. [Pause] But he might say to me--
CHS:	[OV] Pero horita me habías dicho que sí, que… que con eso pues garantizábamos que no siga saliendo--	[OV] But a little while ago you had said yes, that… that with that we could ensure that they do not continue to come out--
SDC:	[OV] Sí, sí. Si él acepta los 300,000 como me dijo, yo te aseguro a ti que él va a decir-- Lo va a parar porque él me lo dijo.	[OV] Yes, yes. If he accepts those 300,000 like he said to me, I can assure you that he will say-- He will stop it because he said that to me.
CHS:	Y… Está bien. [Suspira]. Pues, si consigo lo último, tú garantizas que añadimos a Kobbo a las voces. Esto, porque a lo mejor Kobbo puede ser otra línea, verdad, pa' que no…--	And… All right. [Sighs]. So if I can get the last part to you, you can ensure that we will include Kobbo as part of the voices. Uh, because maybe Kobbo can do another line, right, so that it won't…--
SDC:	[OV] Yo le puedo decir,--	[OV] I can tell him,--
CHS:	--pa' que se vea--	--so that it looks--
SDC:	--yo le puedo decir a él… 250, pa' coger 50 pa' Kobbo y no tienes que conseguir 350.	--I can tell him… 250, to take 50 for Kobbo and you don't have to get 350.
CHS:	Mmm y ahí tú garantizas las dos cosas.	Mmm and that way you can guarantee both things.
	[02:08:00]	[02:08:00]
	[0614.018.cam1.avi. - 00:13:02]	[0614.018.cam1.avi. - 00:13:02]
SDC:	Exactamente. Exactamente.	Exactly. Exactly.
	[Grabación original - 02:08:03]	[Back to original recording - 02:08:03]

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CHS:	Y lo otro yo te ayudo con eso de OGP y Hacienda, esto, *okay*. Y si yo te ayudo con eso, pues en la medida que tú puedas nos ayudas también en--	And the other thing, I will help you with the OMB and the Department of Treasury thing, uh, okay. And if I help you with that, then you can help us too whichever way you can--
SDC:	[OV] Sí, papi, porque yo voy a… yo-- Es que yo me tengo que meter en eso, papi. Ya no hay…--	[OV] Yes, bro, because I am going to… I-- The thing is that I have to get involved in this, bro. There's no longer…--
CHS:	Ujum.	Uh-huh.
SDC:	--no hay *break*. De verdad, te lo juro. No hay *break*. No hay manera, vuelvo y te repito.	--there's no break. Honestly, I swear. No break. There is just no way, like I said before.
CHS:	Se te cayó lo de la buena noticia entonces que ibas a hacer con--	So then the good news that you were going to feature fell through, with--
SDC:	[OV] Sí, no, no, pero eso puede pasar. Eso puede pasar porque yo puedo hablar con el muchacho… este, y dejar instrucciones allí. Voy a dejar instrucciones allí entonces esas cosas van a pasar. Tranquilo, eso es lo de menos.	[OV] Yeah, no, no, but that could still happen. That could happen because I can talk to the guy… uh, and leave instructions there. I'm going to leave instructions there and so these things are going to happen. Relax, that's the least of concerns.
CHS:	[OV] Está bien.	[OV] All right.
SDC:	Pero, pero lo que sí te digo, desde hoy es que no puedo estar en las dos. Para yo ayudar a Ricardo yo tengo que meterme en esto.	But, but what I can tell you, starting now, is that I cannot be in both. In order to help Ricardo I have to get into this.
CHS:	¿Tú me dejas contestar esta llamada? Que parece que me tengo que ir. [Al teléfono] *Hello*. [Pausa] Sí, ¿cómo estás? [Pausa] Sí. [Pausa] *Hello*. [Pausa] Bien. Mira, que-- Le contesté por texto	Are you okay with me taking this call? Looks like I have to go. [On the phone] Hello. [Pause] Yes, how are you? [Pause] Yes. [Pause] Hello. [Pause] Fine. Listen, what-- I replied via text that I am on my

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	que yo voy ahora al Centro de Convenciones. Que si él puede llegar allí. [Pausa] Ah, no, no. [Pausa] *Okay*, ¿lo que necesitan es acceso a las cámaras? No es alguien… no es alguien de allí que lo pueda manejar. [Pausa] Porque el *issue* que yo tengo es con el *overtime*. Si es acceso nada más, cuenta con eso. [Pausa] ¿Cómo? [Pausa] *Okay* y lo necesita *right now*. [Pausa] *Okay*, déjame trabajar eso *ASAP*. [Pausa] *Okay, sir*. [Ruido en el trasfondo] *Okay, thank you, sir.* [Pausa] *Bye*. [Fin de la llamada] [Conversación en inglés en el trasfondo] Es que están preparando... [Pausa] Me tengo que ir, *bro*. [Pausa] Déjame. Déjame chequear esas cosas y hablamos.	way now to the Convention Center. If he can get there. [Pause] Oh, no, no. [Pause] Okay, what you need is access to the cameras? Not someone… not someone from over there that can manage it. [Pause] Because the issue that I have is with the overtime. If it's just access, then you can count on that. [Pause] What? [Pause] Okay and you need it right now. [Pause] Okay, let me work with that ASAP. [Pause] Okay, sir. [Background noise] Okay, thank you, sir. [Pause] Bye. [End of phone call] [English conversation in the background] They are preparing... [Pause] I have to go, bro. [Pause] Let me. Let me check these things and we will talk.
SDC:	Sí, sí, sí. [Pausa] Y déjame [UI].	Yes, yes, yes. [Pause] Let me [UI].
CHS:	Dale. [Ruido en el trasfondo] Pa' [UI].	All right. [Background noise] To [UI].
SDC:	[UI]--	[UI]--
CHS:	[UI] en la película [UI].	[UI] in the storyline [UI].
SDC:	[UI]--	[UI]--
CHS:	Gracias, [UI]. Oye, y la comida aquí….--	Thank you, [UI]. Hey, and the food here…--
SDC:	[OV] Papi, te estoy diciendo.	[OV] Bro, I am telling you.
CHS:	--te botaste.	--was something else.
SDC:	[UI].	[UI].
CHS:	Gracias.	Thank you.

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SDC:	Cuídate.	Take care.
CHS:	Es que yo ando con seguridad en estos días y traerlos… en *overtime*. Más tengo que ir todavía pa' bregar con, con unas cámaras.	The thing is I have security these days and having them… on overtime. Plus I still have to go deal with some, some cameras.
SDC:	*Okay*, yo voy a hacer lo siguiente… baja y sigue directo por el pasillo. No salgas por el frente. Sigue por la puerta de atrás. Lo vas a ver. Vas a salir pa'l *parking*.	Okay, I am going to do the following… go down, and go straight down the hall. Do not go out through the front. Go through the back door. You will see it. You will come out right where the parking lot is.
CHS:	*Okay*. ¿Y salgo al *parking* atrás?	Okay. And that will take me to the parking lot in the back?
SDC:	Entonces ese-- Cuando dobles aquí a la derecha, vas a ver el pasillo hacia la cocina. Pasas la cocina y rápido vas a ver la salida de frente y llegas atrás. Y, y yo voy al baño, me voy a quedar un ratito ahí y voy a bajar después.	So then, that-- When you make a right here, you will see the hallway towards the kitchen. Go past the kitchen and you will see the exit in front and you will get to the back. And, and I will go to the restroom, I will stay there for a little while and then I will come down later.
CHS:	[UI] Sixto--	[UI] Sixto--
SDC:	[OV] [UI]. Dale, papi.	[OV] [UI]. All right, man.
CHS:	Gracias.	Thank you.
SDC:	Gracias.	Thank you.
CHS:	Sixto George.	Sixto George.
SDC:	[OV] Créeme, créeme--	[OV] Believe me, believe me--
CHS:	*The man*.	The man.

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SDC:	Créeme que… [UI].	Believe me that… [UI].
CHS:	Y cocinan cabrón. Gracias.	And they cook freaking good. Thank you.
SDC:	Ajá.	Uh-huh.
	[Fin de reunión]	[End of meeting]
	[02:11:17 - Voces - Ruidos - Música en el trasfondo - 02:11:59]	[02:11:17 - Voices - Noises - Music in background - 02:11:59]
CHS:	[Al teléfono] Mira, ya estoy saliendo de aquí. Voy ahora al Cen-- Al Centro de Convenciones. [Pausa] Pues dale, *bye*. [Fin de la llamada]	[On the phone] Listen, I am leaving this place now. I am going to the Con-- To the Convention Center now. [Pause] All right then, bye. [End of call]
	[Pausa]	[Pause]
UM:	¿A dónde vamos?	Where are we going?
CHS:	A Distrito, por favor. [Pausa] Y mañana empezamos temprano otra vez. Tengo que estar a las 5:15 en Fortaleza.	To District, please. [Pause] And tomorrow we start early again. I have to be at the Governor's Mansion at 5:15.
UM:	[UI].	[UI].
CHS:	¿Qué? ¿Qué?	Excuse me?
UM:	Eso es trabajo.	It's work.
	[Pausa]	[Pause]
CHS:	A mí me da pena Jerry, porque él trabaja extra y no puede cobrar las horas extras.	I feel sorry for Jerry because he works extra and cannot charge for those extra hours.
UM:	[Ríe] [UI].	[Laughs] [UI].
	[Pausa]	[Pause]

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CHS:	[Risa] ¿Comieron?	[Laughs] Did you guys eat?
UM:	[UI].	[UI].
	[Pausa - Ruido en el trasfondo]	[Pause - Background noise]
CHS:	Voy a coger un chicle.	I am going to grab a piece of gum.
	[02:13:05 - Pausa larga - Ruido en el trasfondo - 02:16:25 - CHS habla brevemente con UM y le pide que lo lleve a Bebo's - 02:17:01 - CHS hace una breve llamada para indicar que va de camino a Bebo's Café - 02:17:16 - Continúa pausa y ruido en el trasfondo - 02:21:40 - UM le menciona al CHS el arresto de Tito Kayak - 02:22:48 - CHS habla brevemente con UM - 02:23:00 CHS llega a su destino y se despide de UM - CHS habla con otro UM - 02:24:21]	[02:13:05 - Long pause - Background noise - 02:16:25 - CHS speaks briefly with UM and asks him to take him to Bebo's - 02:17:01 - CHS makes a brief phone call to indicate he is on his way to Bebo's Café - 02:17:16 - Pause and background noise continues - 02:21:40 - UM mentions to CHS the arrest of Tito Kayak - 02:22:48 - CHS speaks briefly with UM - 02:23:00 CHS arrives to his destination and says goodbye to UM - CHS speaks to another UM - 02:24:21]
	[Fin de la sesión 0226.002]	[End of session 0226.002]

1/22/23

APPENDIX I

APP I MUSA RECORDING ENGLISH .pdf

ANTHONY MACEIRA

AND

SIXTO GEORGE

MEETING

JUNE 21, 2019



I, Juan E. Segarra, USCCI #06-067/translator, certify that the foregoing is a true and accurate translation, to the best of my abilities, of the document in Spanish which I have seen.

Meeting between Anthony Maceira and Sixto George, having taken place on Friday, June 21, 2019, at MUSA Restaurant, located at 613 Cerra Street, San Juan, Puerto Rico 00907.



I, Juan E. Segarra, USCCI #06-067/translator, certify that the foregoing is a true and accurate translation, to the best of my abilities, of the document in Spanish which I have seen.

APPEARANCES:

ANTHONY MACEIRA

SIXTO GEORGE

LOLI GRANDE

YAMIL ROJAS

OWNER - MUSA

WAITRESS - MUSA



I, Juan E. Segarra, USCCI #06-067/translator, certify that the foregoing is a true and accurate translation, to the best of my abilities, of the document in Spanish which I have seen.

IN SAN JUAN, PUERTO RICO

FRIDAY, JUNE 21, 2019

M-E-E-T-I-N-G

MACEIRA: Let me put this on airplane mode for a while; because otherwise, I am never going to be able to talk to you. And then, I've got Karla, my girlfriend, with a fever and she is in --

GEORGE: Damn, man.

MACEIRA: No. Well, that one now was yours. I said, "Fuck, I just put it on..."

Look, what is it I want to talk to you about? I want to talk about two things. The first topic. The first topic is about -- I'm seeing how you are putting out fires and one way or another there is obviously always a (unintelligible). But right now, my mind is on something else.

GEORGE: What?

MACEIRA: What you said -- what you wrote to me yesterday -- and this, you know?, I'm going to be clear with you, and like you said earlier, "If you want to hate me and be pissed at me, then you be pissed at me, as long as you still love me after we leave here." I took it as a threat. I took what you wrote to me yesterday

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as a threat. That --

GEORGE: Really?

MACEIRA: Yes, because you are telling me it is going to destroy us.

GEORGE: I'm saying that I am hearing they're going to destroy you. You understand?

MACEIRA: And -- and then, because --

GEORGE: Is that a threat to you?

MACEIRA: No. No. Not you. Not you -- not you. But what -- because you see, what you --

GEORGE: (Unintelligible.)

MACEIRA: That the Governor's Office and I are the ones fucking with Rauli.

GEORGE: Yes.

MACEIRA: I don't give a shit about Rauli. You know? He doesn't -- I am inside the government --

GEORGE: That's a movie. He is (unintelligible). Look, I wrote down the names, because I'm terrible with names and I had to write them down because if not -- let me look for them in order to (unintelligible).

MACEIRA: I am at a point that now it's -- no (unintelligible) it even gives me anxiety.

GEORGE: (Unintelligible). Who is

(unintelligible)?

MACEIRA: (Unintelligible) the Director of Infra -- the advisor to Infrastructure.

GEORGE: (Unintelligible) was referred (unintelligible). (Unintelligible) because the governor was identified and the governor (unintelligible).

MACEIRA: That's what you tell me about Wanda (unintelligible).

GEORGE: When I read that, I told him, "Motherfucker, don't send that to anyone. I know someone inside of there who I think I (unintelligible).["] "Do you think they're the ones who are messing around? Who do you know?" I said, "Well, (unintelligible)." "(Unintelligible), that motherf -- he's the one who is fucking. He is the one who is fucking with Sixto." (Unintelligible) "Sixto, fuck. Motherfucker, listen to me." (Unintelligible) a moment, motherfucker, (unintelligible) a movie. Dude, he wants whom? Whom? (Unintelligible).

MACEIRA: When you say "you [plural]," you mean me and who else?

GEORGE: (Unintelligible). To --

MACEIRA: And why -- did he tell you why he

thinks I'm fucking with the dad, what reason can I have to fuck with the dad?

GEORGE: Because supposedly, there (unintelligible) that Raúl (unintelligible) --

MACEIRA: Okay.

GEORGE: -- (unintelligible) that understood that it was (unintelligible) started contracting another one, that's nothing, you know. And I invoiced knowing that I was not doing anything. In other words, he saw that and he said, "[He/it] is canceled." And then supposedly, the (unintelligible) met with (unintelligible) to tell him that (unintelligible). And (unintelligible). He knows that (unintelligible). He knows. He knows that from day one -- Raúl knows that from day one when he referred María Pagán to Justice, from that day, Ricardo changed with me. (Unintelligible).

MACEIRA: Raúl is the one who (unintelligible) her.

GEORGE: (Unintelligible). I'm telling you, honestly. That is what I understood. Perhaps -- hey, listen, maybe it wasn't him. Perhaps it wasn't him and I misunderstood, but I understood that. So then, I'm in my story that (unintelligible) he wants me to interview him

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(unintelligible). "Oh, because (unintelligible). Because I'm going to go to (unintelligible)." I said, "Motherfucker, you're not going to go anywhere." (Unintelligible) that. (Unintelligible) is very delicate (unintelligible). You understand?

And I apologize if you understood I was threatening you. Never in my fucking life, Anthony. I was speaking to you with (unintelligible). (Unintelligible). And then, sometimes you listen to (unintelligible) listened twenty times (unintelligible). "Uh-huh, and where is the evidence?" "Alright. I have them (unintelligible)." "Motherfucker, (unintelligible) a binder with a bunch of" -- in other words, when Ricardo Rosselló was doing the chat, (unintelligible) was saying, "Look, that one is a cocksucker. Fuck him. He (unintelligible)." Like that.

He told me that -- he told me, "Dude, my dad used to tell me" -- in the chat (unintelligible) -- "don't talk like that in the chat. (Unintelligible) that the governor [is] saying, 'Sixto is a cocksucker' (unintelligible). Don't let (unintelligible). (Unintelligible) don't talk like that, dude. (Unintelligible)." If he shows

that to (unintelligible), the people are going to see it and "The governor is a child. The governor is not -- he is not up to the level.

They are going to start with the story of "You're there because of the family name," that he made it because, because he has (unintelligible). In other words, I see those stupid campaigns coming. I see them coming. That's like you, like when you -- you have children but you are someone's child. And he never told you, "Motherfucker, don't go that way," and then you saw that, "Fuck, damn it. Dad was right." You now look back having had experience. You're a man now. Look back and (unintelligible) --

MACEIRA: Dad was right.

GEORGE: Dad was right. Yes.

Motherfucker, I'm a 70-year-old man. I've been in the media for 23 years. I've seen (unintelligible) come and go. I've seen -- look, I started -- I had a job (unintelligible), and to me, radio (unintelligible). I started (unintelligible) on the radio in 2002. In 2002 (unintelligible); now the radio became (unintelligible). (Unintelligible). And well, the time came for some small gigs

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(unintelligible) and I said, "Hold on."

So then I started calling all my buddies on the radio. "Look, I now have more time. Call me (unintelligible)." And everyone started calling me more. When they came to see, what -- my (unintelligible). From 2002 until the present (unintelligible) in the radio. (Unintelligible) we made 20 (unintelligible). I have seen 20 governors come and go and I see how the same nonsense repeats itself. That is like again -- I don't want you to -- you're a good kid, and I don't want for you to be 50 or 60 years old and say, "Damn -- at MUSA, that's how he said it, it's fucked up. (Unintelligible) was right. That son of a bitch." Do you understand me (unintelligible)?

(Unintelligible) I see (unintelligible). What can you say? "Oh, Sixto is a motherfucker." I am a pain in the ass, the one -- the angel from heaven. I'm, you know, the one who knows it all (unintelligible). And when the election is over, BAM, I am no longer the one who knows it all. Oh, because (unintelligible). But (unintelligible) private sector (unintelligible) business. (Unintelligible). Right now, I am this close, this

close, to leaving (unintelligible).

I am this close. Why? Because I see my partner Alfredo dealing with all of these businesses (unintelligible). If he invoices, fine; if not, fine. But what (unintelligible) invoice, but he does not understand it the way he should (unintelligible). I already told him, "Dude, (unintelligible)." I think (unintelligible) were at the level it is -- not you, motherfucker. Me, with all my relationships and (unintelligible) SBS. (Unintelligible) used to ask me, "But that shitty platform?" Motherfucker, it's (unintelligible) envy. (Unintelligible).

So having said that, motherfucker, (unintelligible) positioning and you -- and I don't even get 40 bucks for gas, when I have 20 networks -- (unintelligible) 20 platforms, 20 sons of bitches doing the social networks and (unintelligible) one platform. And he takes it (unintelligible) and he invoices it (unintelligible). And (unintelligible) another story. Listen to me, (unintelligible) is the one -- it's just he doesn't pay attention. He doesn't take care of what he should be taking care of. (Unintelligible) that I see that (unintelligible). Every

issue is like dust from the Sahara Desert (unintelligible).

Oh, and for Ricardo to get (unintelligible) he's there, next to Bad Bunny. So that (unintelligible) be next to artists (unintelligible). My son is 12 years old. "Take him to the Governor's Office. He's going to get you the best influence." I have contracted all the influencers who are nobodies right now. Some have twenty -- 20,000. Some have 60,000. Some have 6,000. They're nobodies, same as one day Daniel el Travieso was a nobody. And now he's a son of a bitch. Same as one day (unintelligible) was a nobody and now he is a (unintelligible). A 17-, 18-, 19-year-old (unintelligible). Right there, on his way.

It's fucked up. (Unintelligible) you have to do fucking things (unintelligible) in a way that I was amazed. Amazed. Amazed. (Unintelligible) amazed. And I'm not telling you all of this in order to tell you, "Anthony (unintelligible) I am your savior." I am here simply to tell you, "(Unintelligible), get out there on the court to get the ball in the net, you sons of bitches. Motherfuckers." I am a fan who is over there

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saying, "Motherfucker, you're going to lose the game, you son of a bitch."

I want my team to win. I don't want to step on the court. I am the typical fan who will fuck it up worse if he enter in the court because I don't know how to play basketball. But I'm screaming and I'm seeing everything. I'm seeing that they are going to block you from behind because you didn't see it and you tried the shot. And he was behind you and you didn't see it. And they blocked you. And they blocked you on the backboard. But I was in the bleachers and I was seeing it. But how is it possible -- how is it possible -- I don't know if I'm making myself understood, motherfucker.

MACEIRA: Yes, yes.

GEORGE: I don't want you to misunderstand -- misinterpret me or believe that I literally want you guys to give me (unintelligible). I'm fine, motherfucker. Thank God. God bless everyone. It frustrates me to see the way everything that is going on little by little is for the Populares to win. Oh, it is frustrating to see how they steal money, it doesn't hurry up and come out, and it is like a curse that will come out when (unintelligible). They'll be in for 30 years, motherfucker. That is (unintelligible). You

understand? And I have had -- I've had a --

MACEIRA: Is this mine?

GEORGE: Yes.

MACEIRA: Oh (unintelligible).

GEORGE: Going back to the topic of radio.

MACEIRA: Who is our waiter or waitress?

GEORGE: This young woman.

MACEIRA: (Unintelligible) something?

GEORGE: Come again?

MACEIRA: Will you have something to drink?

GEORGE: If you tell me (unintelligible), I'll drink it.

MACEIRA: (Unintelligible) Rauli.

GEORGE: (Unintelligible).

MACEIRA: (Unintelligible).

GEORGE: (Unintelligible) the party is going to get fucked up. So then, I heard on the (unintelligible) without telling anyone Raúl called me to (unintelligible). So then, I've got Rauli (unintelligible). But that he himself -- 9f (unintelligible) were here, I would never had dared to throw (unintelligible). That if Rauli had spoken clearly to me since (unintelligible), because what I'm thinking is another guy talking shit. He's pissed off,

talking shit.

You understand? When I (unintelligible). (Unintelligible) is fucked up (unintelligible) in Education, some contracts regarding (unintelligible) conversations (unintelligible) so that those Education contracts were given to a company. I don't believe in that. (Unintelligible) let me -- (unintelligible) --

MACEIRA: No, but you can tell me.

GEORGE: And I (unintelligible). Leave it. Dude, if -- let them (unintelligible). They got in trouble (unintelligible) don't get involved in that (unintelligible). Don't get involved in that. That's it. Don't get involved in that. But I needed (unintelligible) seeing the game, I needed to say (unintelligible), " Damn, motherfucker, they're going to keep (unintelligible). Seriously?" (Unintelligible). It's fucked up (unintelligible) those motherfuckers. (Unintelligible) I recognize Ricardo. He will be (unintelligible) which is what before -- before I met with Rauli yesterday, which I met with Rauli (unintelligible). "(Unintelligible) a bomb on his chest. You're going to wear a bomb on your chest. You're going to fuck with me and you're going to

get fucked too, motherfucker."

Having said that, before that (unintelligible) was to show you something I want to do and I think that -- I think it's worth doing in a responsible way, and obviously with work well done. But you and I knowing that part of that budget (unintelligible). (Unintelligible).

MACEIRA: What are you going to drink?

GEORGE: (Unintelligible).

MACEIRA: What are you going to order?

GEORGE: (Unintelligible).

MACEIRA: Do you have Balvenie?

WAITRESS: Hmm?

MACEIRA: Balvenie.

WAITRESS: I am going to go check. What type of liquor is it?

MACEIRA: It's a whiskey.

WAITRESS: No. I don't have it.

MACEIRA: If not, I think you have Macallan on the rocks, please.

WAITRESS: You want two? Two?

MACEIRA: I was going to order a mimosa, but since you didn't -- you went with whiskey and I was afraid to.

GEORGE: (Unintelligible).

MACEIRA: Sometimes I come here on the weekends for brunch and mimosas and...

GEORGE: With the girlfriend?

MACEIRA: Yes.

GEORGE: Look --

MACEIRA: (Unintelligible).

GEORGE: Well, what I was going to propose to you was that I do see that the (unintelligible) need (unintelligible), it is not to be putting out fires, it's to have someone to be doing a (unintelligible) job. (Unintelligible). But obviously get something fucking awesome from (unintelligible) doing (unintelligible). (Unintelligible) a show he's doing in Trujillo Alto and (unintelligible). Also (unintelligible) -- do you know who (unintelligible) is?

She's a reporter from WAPA who -- she returned to finish her (unintelligible) license, right? She already got certified. She is already (unintelligible) practicing and everything. But it is running through her veins to come back. And she's going to go back to (unintelligible). And I told her that I didn't want -- I didn't want her (unintelligible). She told me, "No. I can't be there either; I am there in the press with

Gerardo."

MACEIRA: (Unintelligible).

GEORGE: (Unintelligible) the segment is going to be called The Good News. (Unintelligible) The Good News. (Unintelligible) the street to look for (unintelligible) a three-minute report where she says, "(Unintelligible) took upon the task to speak with Maceira. (Unintelligible). Let's see what Maceira told me." (Unintelligible) because the son of a bitch (unintelligible). Then, we go back to (unintelligible) --

MACEIRA: See, the mimosas are good. (Unintelligible) breaking the glasses.

GEORGE: (Unintelligible) the story. But all of this (unintelligible) and I get into (unintelligible) more with my people -- a lot of people who respond to me because there is a (unintelligible) of trust. I ask them to (unintelligible), to click share on the positive things. You understand? (Unintelligible) to (unintelligible) what I want to do is -- (unintelligible) --

MACEIRA: Come again? (Unintelligible). Go ahead. Go ahead.

GEORGE: What I agreed with her is for her to

do an ongoing segment of all the things (unintelligible) that are going on. And the narrative of (unintelligible). In other words, all (unintelligible) governments. (Unintelligible) civilize (unintelligible) and help the (unintelligible) to civilize (unintelligible). The (unintelligible) is in the business of (unintelligible) --

MACEIRA: (Unintelligible).

GEORGE: (Unintelligible) What do I want to do with (unintelligible)? I'm going to send you a couple of (unintelligible) on WhatsApp.

MACEIRA: About parodies?

GEORGE: (Unintelligible).

MACEIRA: But do you do parodies?

GEORGE: Yes.

MACEIRA: Or do you produce parodies?

GEORGE: (Unintelligible).

MACEIRA: You are -- you.

GEORGE: No. I didn't get naked.

MACEIRA: Ah.

GEORGE: I didn't get naked. Go to your -- go to your -- listen to it to your ear here.

MACEIRA: I haven't received it.

GEORGE: (Unintelligible).

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MACEIRA: That's me.

(Whereupon, the first recording concludes and the second recording begins.)

MACEIRA: I put it on airplane mode again. What you did yesterday.

GEORGE: (Unintelligible).

MACEIRA: (Unintelligible) of (unintelligible) news are there. And at Telemundo, they did a survey about whether Ricardo should fire (unintelligible). And it started off with 80 - 20 voting that he should fire him. How can I invalidate that survey? Which it later ended up almost 50/50. But how can I invalidate it? How can I let the People know that those surveys are shit? Do you know what I did? I did a survey in (unintelligible) Fonseca's page. There is a survey running right now. I am going to discuss it on Monday. I am going to let it run until Monday. It says, "Should Ricardo Rosselló fire Secretary Eduardo González? Yes, or no?"

GEORGE: And "yes" is winning.

MACEIRA: Dude, "yes" is winning. Who is Eduardo González? Nobody, motherfucker. Eduardo González does not exist. Why? Because people are sick tired of bad news. In other words,

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people don't read. People don't know the depth of the (unintelligible) there is with Raúl. People don't know him. But the front page and Payola by some motherfuckers who want that to literally be the press narrative, they cause people to say at first glance, "Oh, well, Raúl is corrupt." "Oh, have him fired." But they don't read, they don't dig deeper. What am I going to say on Monday?

"Look, 400 people voted to fucking fire Eduardo González. Eduardo González does not exist." Why? Read, motherfuckers. Read, motherfuckers. He came out in two or three surveys about Raúl Maldonado. People are not voting. People don't even know the truth about what is going on. It was completely invalidated. Today, let's say, I was rolling laughing because (unintelligible) called me and told me, "Motherfucker, who is Eduardo González?" And when I explained why I did it, he told me, "You're a damn son of a bitch, motherfucker." Motherfucker, those things -- you get a son of a bitch over there thinking about how to invalidate (unintelligible).

(Unintelligible) invalid. (Unintelligible)

about politics (unintelligible) Rivera Schatz (unintelligible) too (unintelligible) is in very good hands. When they made it worse. Seriously, motherfucker? Did they make it worse? In other words, we're doing it wrong, but they made it worse. I don't know if I'm making myself understood.

GEORGE: Yes. Of course.

MACEIRA: The survey service is interesting.

What is her name?

GEORGE: Huh?

MACEIRA: Good day. Do you have soursop juice? Give me a soursop juice.

Well, Raúl thinks or Rauli thinks, or both of them do, that I and others at the Governor's Office want to fuck with him.

GEORGE: Rauli. Not Raúl. Rauli (unintelligible). Well, Rauli (unintelligible).

MACEIRA: Raúl told me yesterday that that report has come from here, and we were at the Governor's Office. He went like this, "This came from here. And we have to stop it, I don't know what else." And that's why when you wrote to me, I connected one thing with the other.

GEORGE: Rauli (unintelligible) dad.

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MACEIRA: And is there something else that has been done that makes him think that someone wants to fuck with him, man? Beyond the -- because I'll tell you -- let me take you back.

GEORGE: Uh-huh.

MACEIRA: Before he told me that, he told me, "Maceira, why is this El Vocero article against me?" And I told him, "Well, because the allegation -- the one who is allegedly being investigated is you. And that is the news report. The news is that they're investigating the Treasury Department." And he told me, "No, no, no. But that news reporter mentioned VDO. That is an article against me." And I told him, "Mr. Secretary, well, because the one who allegedly (unintelligible) allegedly, supposedly being investigated, according to that -- that news report, is you. That's why. You are the news, it's not VDO."

Because El Vocero had not been able to confirm the VDO thing. And I have another theory, which is that perhaps they had some information, they found out about what the El Nuevo Día headline was going to be and they wanted to go for it. Because if you look closely, the El Nuevo Día report is detailed.

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They have the name of the company, they have -- El Vocero's is general.

GEORGE: (Unintelligible).

MACEIRA: So then, that was when he told me that that had been internal. (Unintelligible) and well, that was when I was able to understand his logic a bit, although I disagree, because I can understand the "mental process" of "an attack against me is not justified because (unintelligible) if VDO is the news, why the hell are they attacking me?" Well, the logical explanation is that it is an inside job. I don't know if I'm making myself understood. But what can there be that -- and I am going to -- oh, I'm going to take you back even further.

GEORGE: What did he say --

MACEIRA: The day before, he wanted to get some statements out and I told him no. Because the statements were going to confirm to El Vocero, because it wasn't that they authorized the reply to El Vocero, the thing about VDO. And I told him, "Based on the way they are asking, I think El Vocero has not confirmed the thing about VDO." And I told him, "Furthermore, I have to ensure that the one who looks good is the governor."

And with those statements, it was going to seem

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like Raúl Maldonado was the one who decided to cancel the contracts and the others are ongoing. When the fact is that when the subpoenas were sent out (unintelligible) called me, among others (unintelligible) Raúl and told them, "Cancel those contracts." In other words, the governor was the one with the leadership. And with those statements, it was going to seem like it had been Raúl's leadership.

GEORGE: Um-hmm.

MACEIRA: And finally, right, they didn't come out. And he came up to me because someone made him think that it was my fault he wants -- and what I told him, "Listen, I agree in that, come on, you would have come out beautifully. The governor was the one who was going to look bad. Because it would look like the Secretary of the Treasury had to be fixing things that the governor was unable to fix. And I was able to think a bit that he, based on what you told me, that he may think that I'm trying to fuck with him. And I am not trying to fuck with anyone. I appreciate Raúl, I respect him.

In other words, I believe that he, as the Secretary of the Treasury, makes my job easier in

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the sense that he is a guy who is always in the media, he's a good spokesperson, he makes good news, he oversees. And then, it pisses me off a bit that there may be something else that he thinks that for some reason the people from the Governor's Office want to fuck with him.

GEORGE: He told me yesterday that (unintelligible). And today -- and while Rauli was telling me (unintelligible). That is the Governor's Office (unintelligible).

MACEIRA: If he told you that it is because Rauli obviously introduced him to (unintelligible) who ended up telling you. Stop counting.

GEORGE: Huh?

MACEIRA: Stop counting. Take that.

GEORGE: (Unintelligible).

MACEIRA: Thank you.

That's too (unintelligible). And Rauli (unintelligible).

MACEIRA: I believe you. I believe you. (Unintelligible).

GEORGE: No, no.

Coming in at five minutes to 10:46. He came earlier to tell me he wanted to see me on Sunday? What for? "(Unintelligible)?" "No. We'll talk on

Sunday." "(Unintelligible)." "No. Relax, we'll talk on Sunday." "Let's (unintelligible) yes, or no?" "Yes (unintelligible)." "What?" (Unintelligible).

MACEIRA: And wouldn't it be (unintelligible) --

GEORGE: Convinced, convinced it's you guys.

MACEIRA: And wouldn't it be that he's gotten cancelled contracts and that's the reason he thinks it is (unintelligible)?

GEORGE: The thing is he doesn't have contracts.

MACEIRA: The subcontractors. That's it. What had come out a while ago.

GEORGE: As far as I know -- why -- after all this time, why now (unintelligible)?

MACEIRA: (Unintelligible) I always try to think -- I try to understand, right, because if I go without perhaps telling him that you've told me whatever, or if I go to try to identify what it is that could have made my CFO, OGPe Director and Secretary of the Treasury think that we at the Governor's Office are trying to fuck with him, in order to be able to fix it I have to know what is the behavior that makes them think it could be

us fucking with him.

GEORGE: (Unintelligible) like (unintelligible) transferred María Pagán (unintelligible). Or he believes that the Governor's Office (unintelligible). (Unintelligible) if Elías told him (unintelligible). And he told Elías, " Dude, I am not going to go to prison (unintelligible)." I told him, "That contract (unintelligible) literally (unintelligible)."

He said, "Motherfucker, (unintelligible) see that I'm looking out for you, motherfuckers. Motherfucker, they're going to send us all to prison. I'm taking care of you. They're seriously going to go against me because their buddies are literally making them look bad? Because dude, the problem isn't that (unintelligible) gave me the contract. (unintelligible) me the contract and I do a motherfucking job, (unintelligible). The problem is that I gave you a fake invoice every month and you know that (unintelligible)."

Where is the evidence of that, if there is an audit? How do you prove all of that? (Unintelligible) prove it. (Unintelligible). If I contract my brother or contract someone I

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trust that will be for me, I am the first one to ripen it. It isn't that (unintelligible) maturity I will be the first one to say to my buddy, "Motherfucker, you have to make me look fucking awesome."

As soon as you start fucking around because you believe yourself to be very --

MACEIRA: That the standard is higher because you're my buddy.

GEORGE: Of course. Of course.

So then, because you're my buddy, you're there doing a shit job, stealing the money even though you're my buddy? (Unintelligible).

Look who's here.

GRANDE: (Unintelligible).

GEORGE: Look, meet Maceira.

MACEIRA: A pleasure.

GRANDE: A pleasure.

GEORGE: Loli Grande. This woman is a Puerto Rican surfer who travels all over the world. She's ranked number 8 in the world, and now she's going to a competition to try to get number 1.

GRANDE: Amen. Amen.

MACEIRA: Good luck.

GEORGE: You're leaving today?

GRANDE: I brought the shirt to hurry out.
GEORGE: What time are you leaving?
GRANDE: At six.
GEORGE: Six in the evening?
GRANDE: But I have to stop at the (unintelligible).
GEORGE: And when do you come back?
GRANDE: On the 17th. (Unintelligible).
GEORGE: Then on the 18 (unintelligible) over there to talk about the results. (Unintelligible) number 1.
GRANDE: Amen. Amen. Thanks. I'll leave you. Enjoy your meal.
GEORGE: Yes.
MACEIRA: And the check, please.
GEORGE: I shouldn't have ordered this.
MACEIRA: (Unintelligible) split in half?
WAITRESS: (Unintelligible).
MACEIRA: No. When they served it, he told me, I'm just going to eat half of it.
WAITRESS: Are you good with your drinks? Would you like some dessert?
MACEIRA: No. We're good. The check, please. (Unintelligible).
GEORGE: (Unintelligible). (Unintelligible)

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that's really easy (unintelligible).

MACEIRA: This. This.

I know it looks like a joke. All of this with (unintelligible) seems like a joke. (Unintelligible) boxing match (unintelligible) work says, "(Unintelligible) here, there." "Get inside the ring so you'll take punches yourself." In other words, I know your position is not easy. But from my look (unintelligible) fucked up shit (unintelligible).

WAITRESS: Here. Guys, how --

MACEIRA: That's it. That's yours. Thank you. It's my treat.

GEORGE: Of course.

(Unintelligible) his fault (unintelligible) they are failing so much. (Unintelligible). (Unintelligible) governor of that (unintelligible) that's -- that -- it's always been like that. It has always been like that. (Unintelligible) like it wasn't (unintelligible) despite a crisis, because there are schools that aren't ready in August. Oh, but 95 percent are ready. Oh, because 5 percent are not ready, once again the (unintelligible) news story each year, "Schools are not ready in August." In

other words, they don't go to the 95 that are fucking awesome.

The press goes to the two or three that aren't ready. That is Puerto Rico. Then don't reply to that shit. On the contrary, do a fucking awesome news piece about how fucking awesome (unintelligible) is Rosselló doing fucking awesome things. One thing after another with these fucking awesome things -- of fucking awesome things that (unintelligible), without replying to that. There's no time for that. It's about time for Ricardo to go, "I don't have time for noise. Yes. I don't have time for noise." (Unintelligible) to work. (Unintelligible) the press, "You want to pay attention to the noise and to the nonsense, go kill yourselves." I have to work. He's not going to say it that way. But motherfucker, it's fucked up that we have the country to --

MACEIRA: But you know what's good, that next time you talk to him you can tell him because I'm going to tell you what he thinks. He thinks that he shows leadership when it's he who comes out. For example, yesterday. See what I do with the front pages, I go to Authorized Statements early. I got in the media, I called you and asked you, I got in

everywhere, and despite all that, I made a press conference.

And there, without any time limit, I addressed all the questions. It was over when they had no more questions. And when I give advice in a press conference, which naturally they were going to ask him, which to me is the ideal thing. It was for him to say, "I am here announcing that -- the new shared economy law. And regarding that, that was already addressed. The Public Affairs Secretary explained everything (unintelligible). I am not going to elaborate further on the matter," To close the door.

Oh, they're going to get pissed and they are going to say -- yes. But you have to close the door because what -- I told him, "Mr. Governor, when I answer, which will be early, then that will be the news. But in the afternoon, since you're the governor, whatever you do, it will always be more news than what I say, so you have to make sure that your -- what (unintelligible) is regarding the shared economy. Because the negative was already addressed. And whoever wants to (unintelligible) press, has to cover what you said, they can't cover what you didn't

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say."

GEORGE: Of course.

MACEIRA: Beyond saying he refused to answer whatever, (unintelligible), well, what did he do? He went and answered -- he answered wonderfully, because the fact is that he -- he's fucking awesome. He answered wonderfully. But you did not see any news about the shared economy. The news was (unintelligible) this morning --

GEORGE: Who would have covered that piece?

MACEIRA: The Good News.

And today (unintelligible) very important. (Unintelligible) not that we talk about that today. (Unintelligible) it would have been (unintelligible) talking about that. Look, while all of the mess with the Treasury Department and all was going on --

WAITRESS: I spoke with the chef in order to apply the offer of $10 to each plate (unintelligible) that paid 15 and 15, and it would have been 60 or 70 bucks --

MACEIRA: Oh, that's fine. Thanks.

WAITRESS: No, you're welcome. Our pleasure.

MACEIRA: Thank you.

WAITRESS: (Unintelligible) photo with him. (Unintelligible). I'll bring it for you now.

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(Unintelligible). Look, he's (unintelligible).

MACEIRA: Well (unintelligible) when we were in a meeting this morning, everyone who was there said, "You did excellently, because that is how you show leadership and that there is a leader, because" -- there -- and he, the part about the drums, do you know why no one else addressed it? Because he (unintelligible).

GEORGE: Yes. I know. I'm clear. But who tells him that he has to continue working. It would be fucking awesome if --

MACEIRA: And the fact is that he's fucking awesome (unintelligible). I mean, he's --

GEORGE: I know.

MACEIRA: He's pure. And there are others, right, their own element -- the thing about the drums, it was an issue that when that same day I asked for information, he'd give you different information each (unintelligible).

GEORGE: (Unintelligible).

ROJAS: Greetings here. I saw when you came in. A pleasure. Yamil.

MACEIRA: A pleasure.

GEORGE: Yamil, he is the owner here, along with another partner.

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MACEIRA: A pleasure. Congratulations, because this here really is --

ROJAS: Thank you.

GEORGE: (Unintelligible).

ROJAS: Yes?

MACEIRA: I come on the weekends. I didn't know the whole week (unintelligible), man.

ROJAS: I've seen you. Yes, yes.

He is the Puerto Rico Governor's Public Affairs Secretary.

MACEIRA: At your service.

And I always order the same thing. The Ropa Vieja Mac and Cheese. (Unintelligible) that is fucking awesome.

ROJAS: Yes, because you can eat everything else around. There are things you can find wherever. Here --

MACEIRA: Well, no. But it has a distinct touch. Because Karla, my girlfriend, she usually orders -- you have French Toast with like a crust, right?

ROJAS: Yes. And it has (unintelligible) cheese and bacon.

MACEIRA: That's it.

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I mean, and that -- and well, I (unintelligible) you get elsewhere. But my thing is the Ropa Vieja Mac and Cheese, which is (unintelligible).

GEORGE: The two of them are the owners.

MACEIRA: Ah, well, I was congratulating you because this here really is (unintelligible).

ROJAS: (Unintelligible) for the first time (unintelligible). But --

MACEIRA: Sometimes I come on the weekends. What I didn't know is that this gets packed during the week (unintelligible).

ROJAS: (Unintelligible) Mondays and Fridays. It's a bit slower on Tuesdays, Wednesdays and Thursdays (unintelligible). But we're at it.

MACEIRA: Yeah, bro. Good luck to you. Good luck.

ROJAS: Thank you. And you are welcome.

MACEIRA: And if I can help you out through this man, at your service, man.

ROJAS: Thanks. Much appreciated. Whenever, (unintelligible).

MACEIRA: Yeah, sure. Enjoy your meal.

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(Unintelligible) entrepreneurs.

GEORGE: Well, look, when I (unintelligible) at MegaTV (unintelligible), when I (unintelligible) a logo for -- it was like a logo (unintelligible) and what (unintelligible) was doing with the country. Because (unintelligible) is a bit shorter, one or two minutes, and then (unintelligible). While I come back from (unintelligible) because (unintelligible). So what did I do? I (unintelligible) report. The Good News reports, all of them good news, while we are (unintelligible). You understand? They haven't dropped it. It's not just a segment, and let's continue.

MACEIRA: Yes. It repeats itself.

GEORGE: Exactly.

(Unintelligible) look at the parody I made fucking with the --

MACEIRA: With the Board.

GEORGE: With the Board and with Carmen Yulín. The other parody I sent you is about Carmen Yulín. Ricky Martin's song --

MACEIRA: I haven't heard that one.

GEORGE: (Unintelligible) sent it to you now.

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(Unintelligible) It's saying that Yulín allows her little buddies (unintelligible). (Unintelligible). What I need, I need from (unintelligible). If you intervene from a corner --

MACEIRA: Okay.

GEORGE: -- look at how I do things (unintelligible) I know there are (unintelligible) to provoke Carmen Yulín putting the ball (unintelligible). (Unintelligible). And the worst of it is that we have the best players. What's the problem? They're not throwing the ball, because everyone is afraid to throw it in case they miss. Look, we're just passing the ball and (unintelligible). Motherfucker, we got a good team. This is a fucking top dog. There's a -- Carlos, who is no longer there. Eric (unintelligible), that's a top dog. We have Raúl Maldonado.

There's a -- we have a fucking awesome team. Why do you (unintelligible) the public overwhelm you instead of empowering yourselves? Let's be clear in that there's no time for noise. I mean, work, work, work, work, work, work and constantly get out -- get things out (unintelligible) things. (Unintelligible). (Unintelligible)



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because you have allies. You have allies. You have allies, dude. And he can be a great ally to you.

MACEIRA: Let's talk about that.

GEORGE: Last time, look, I spoke with Elías (unintelligible). And a buddy came, I'm not going to tell you who it is, (unintelligible). (Unintelligible).

MACEIRA: It lasted 20, and I'll confess, I still (unintelligible) my mind running with what you told me. Because what you told me, you know, it's heavy stuff. He has that or he's got more.

GEORGE: What do you have (unintelligible)?

MACEIRA: Yes. I have (unintelligible).

GEORGE: (Unintelligible).

MACEIRA: (Unintelligible).

GEORGE: (Unintelligible) a bunch of fucked up things. The heaviest one I heard, which I got and I (unintelligible) the thing about the chat, the thing about some contracts with some friends (unintelligible). And the thing about María, which is the heaviest because María Pagán was referred to Justice and nothing has been done.

MACEIRA: At least there's nothing worse than that, and that's really fucked up.



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GEORGE: Yes. Really fucked up. (Unintelligible). But (unintelligible).

MACEIRA: But they're not in the government.

GEORGE: But they were in a place of influence on account of (unintelligible). (Unintelligible) I will say is nonsense. To me it's nonsense. To me. (Unintelligible) Eduardo Díaz. Eduardo Díaz bragging that they fired a young woman from Primera Hora because he asked Primera Hora, so they can keep fucking with the government. Motherfucker, that's nothing more than a huge fucking piece of gossip. (Unintelligible) kindergarten, (unintelligible) what I tell you, (unintelligible) kindergarten at a (unintelligible) where there are more than ten people.

You (unintelligible) because your (unintelligible) from kindergarten tells you that the group has to know you're a big shot. And that young woman from Primera Hora, who is in Metro now, they fired her because (unintelligible) started fucking -- she did a bad report on Ricardo and she fucked with (unintelligible) and ended up (unintelligible). And he bragged that (unintelligible) fired her to -- to fuck with Ricardo. (Unintelligible)

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freedom of speech, freedom (unintelligible). That's gossip. That's how stupid they are. But (unintelligible). And (unintelligible) that's just -- that's the smallest one. But it is a scandal.

MACEIRA: As long as there's nothing illegal. But that is gossip (unintelligible).

GEORGE: Of course. And then, look at what he wants. He took a historic (unintelligible), and after that recording, after that (unintelligible) report that young woman made, they also made, which is the straw that broke the camel's back for him, that that young woman (unintelligible) having done a report against Ricardo, she did a report against the Mayor of Arecibo. And that was what pissed him off, because the Mayor of Arecibo is also his client. So then he came and -- he spoke with Primera Hora and cause for her to get fired. They fired her. So then he wants the young woman's termination because the young woman (unintelligible) termination. And now she's at Metro.

In other words, he (unintelligible) everything so that historically (unintelligible). But Primera Hora got into a mess. They got into a big fucking mess. (Unintelligible) this is not for a newspaper.

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This is because (unintelligible) they tell the Feds, the Feds are going to tell Primera Hora, "Come here. What is this shit?" And (unintelligible) because it is one person (unintelligible) and there's a constitution.

They fired a person because she wrote an article which at the end of the (unintelligible) the report did come out, it came out because you approved it. Oh, but it looks like the Governor's Office said they were going to do the contract? What was the threat? For her to get fired. In other words, there are 20,000 questions around this (unintelligible). They fuck around. And do you know what my new (unintelligible) is? Do you know what my new -- (unintelligible) Madrid 2021.

MACEIRA: You're going to move?

GEORGE: What? If the Populares win, I swear on mother -- I love Madrid, I love Madrid. I have my businesses (unintelligible) movie. I'll go to the place -- I'll go to a slum in Madrid and I'll live better than I do here (unintelligible).

MACEIRA: That's a scandal, yes. And scandals like that, they make a lot of fucking noise.

GEORGE: That's right. He didn't show

me anything. He didn't show me anything, but he told me he had -- that he was looking into (unintelligible) heavy (unintelligible).

MACEIRA: Ports?

GEORGE: (Unintelligible). I told him, "Motherfucker. Motherfucker, seriously (unintelligible)? Let me talk to him. (Unintelligible)." So then, I'll tell you again, from a place of love, Maceira, I ask you with my heart on my sleeve, for you to never think that I was threatening you --

MACEIRA: No, motherfucker. No, no, no. Listen.

GEORGE: In my life.

MACEIRA: We're clear. We're clear. We're clear.

GEORGE: I was scared when you told me that. I honestly tell you I don't know if when I really turn 70 years old I will regret having getting into this here. When you mature and then say, "You know what, man? Children (unintelligible) no longer come unless it's to (unintelligible)." You understand? But at the end of the day (unintelligible) let's congratulate Ricardo who got to be governor, and well, another governor who couldn't handle a monster called Puerto Rico

ungovernable. Ungovernable.

There is no way here. There is no way to govern 223,000 lobbyists all fucking with you. Everybody wants you to please them, and if they don't, media shootout with payola. Let's fuck them. "That project is not mine. Tito (unintelligible) come here. Dude, how much is it? Go ahead, dude. Go stand there and fuck with them." That is what this country is. Ungovernable. Ungovernable. So then, the ones -- I respect (unintelligible) rational.

And some producers (unintelligible) us to produce (unintelligible). And where are we? In the bleachers. And who's playing the game? The children, motherfucker. Not even the (unintelligible) are playing the game. And they thing they do a big deal when they put Ricardo Rosselló next to any artist. Motherfucker, (unintelligible) worked on Xavier, my 12-year-old son. He can make a living off of getting artists for Ricardo. That's what he did. He came out in the (unintelligible). For sure that's going to make him look good.

MACEIRA: But you know that's not me.

GEORGE: I know. I am not saying

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(unintelligible).

MACEIRA: And he didn't tell you what it has to do with the Ports thing?

GEORGE: (Unintelligible). But he's well documented.

MACEIRA: What?

GEORGE: He's well documented.

MACEIRA: He's seeing what?

GEORGE: He's well documented. In other words, he's not -- he is -- he is not one for gossip. He is (unintelligible) takes this piece of news, relates it to this one, and looks for pictures, and the motherfucker has a buddy in some position (unintelligible). Look at today, this cocksucker (unintelligible) putting out an SBS contract with Ricardo and with (unintelligible).

MACEIRA: And me, I'm giving instructions to post SBS because of Ramón allegedly. Ramón has never talked to me about that.

GEORGE: So then, all of those things -- one of the things I wanted to talk to you about is this, damnit, (unintelligible). So then, I can't tell you that. Because if he comes out (unintelligible) then that's a relationship. This is fucked. This is fucked. It's not that you

want (unintelligible) because we have respectable ratings. No. It's the relationship. That is (unintelligible). But at the end of the day, that is noise. We're idiots there. But everyone shuts up. (Unintelligible) one day -- I am going to tell you (unintelligible).

And you can tell him so you can compare (unintelligible). Tell him I was laughing. I care for him a lot. He (unintelligible) one day. He called me worried because there was a (unintelligible) who was fucking with him. He (unintelligible) he had 23 followers on YouTube. And he had a crisis (unintelligible). (Unintelligible). "No, motherfucker." (Unintelligible) you guys (unintelligible) from an idiot with 23 followers. That's fucked up. One time he came when (unintelligible) had announced he was (unintelligible). He had not announced anything. Nothing. He had not announced anything. (Unintelligible).

MACEIRA: Beautiful. Beautiful. Beautiful. (Unintelligible) or put him on when I finish eating. When you just put it on it causes a lot of fucking pain.

GEORGE: (Unintelligible).

MACEIRA: That's the other thing that causes and gives me problems on television. I forgot to take them out yesterday for the press conference and (unintelligible). And the other thing is that I start to play. And it looks as if I'm pushing my jaw out.

GEORGE: Well, look, the other thing that caught my (unintelligible) Ricardo (unintelligible). He called me and said to me, "Oh, (unintelligible) I have a fucking huge piece of gossip about Ricardo, which is (unintelligible) he's fucked, this won't run."

MACEIRA: Nonsense.

GEORGE: Dude, he told me a movie about the end of the world. "Dude, I need (unintelligible) from all of your people, Rocky, Burbu, (unintelligible), Bebé Maldonado, everyone, Funky and Gangster, everyone to start fucking with Ricardo not eating pork."

MACEIRA: No.

GEORGE: Yes.

MACEIRA: No.

GEORGE: Yes. Yes. Yes. And I --

MACEIRA: Andy didn't go with that.

GEORGE: Yes, (unintelligible).

MACEIRA: And that made him not Puerto Rican,

don't fuck with me.

GEORGE: Exactly. Exactly. A true Puerto Rican would eat pork. And I was like, "Motherfucker, I don't eat pork." "Oh, but you -- motherfucker, who is Sixto George? He's a candidate or he will be a candidate for the governorship." "That's shit." "No, motherfucker. Listen to me. Listen to me. Everyone (unintelligible)." I never told Molusco, "Look, go on the air and say that Ricky doesn't eat pork." Motherfucker, I have got you all as stupid, motherfucker.

MACEIRA: I don't eat rice with pigeon peas. Nothing, just in case.

GEORGE: Okay.

MACEIRA: Never.

GEORGE: (Unintelligible).

MACEIRA: I'll tell you more, I don't eat stewed rice. The only thing I don't eat is stewed rice, because for some reason ever since I was little, stewed rice smells bad to me. Don't ask me why the fuck, brother. For some reason it smells bad to me. And I've never eaten stewed rice of any kind.

GEORGE: (Unintelligible).

MACEIRA: What a dumbass.



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GEORGE: (Unintelligible). And that ran. That ran around. The (unintelligible) that (unintelligible). I don't know if you recall that made a bit of noise around.

MACEIRA: Yes.

GEORGE: But there's always a couple of dumbasses Andy convinced to say it. Some politicians said it. This motherfucker, Carmelo Ríos. Carmelo Ríos once said on the air that Ricky didn't eat pork. Andy (unintelligible) was behind those comments. His story about him fucking Ricardo up. He would invalidate him. "When people find out about that, he is not going to run."

Well, Maceira, I know you have a lot of work. Thank you.

MACEIRA: If you're able to figure out why they think they're fucking with them...

GEORGE: That's not it. What I'm telling you is not that --

MACEIRA: Yes. But that would be the motive for someone to fuck with them. But how they're fucking with them.

GEORGE: Getting all of those headlines out.

MACEIRA: That was a piece of news yesterday. And what you're telling me, that is not a one-day

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thing. In other words, his being convinced, which has led him to have a hard time -- because that is a lot of fucking work --

GEORGE:

MACEIRA: -- looking for a piece of news, looking for the contract, put it together, the narrative, printing -- which sounds stupid, but those are things that --

GEORGE: Time. All of that is time.

MACEIRA: Printing, keeping a binder, making sure it's -- you know, that -- come on, that is something he did before yesterday. So he's got to be convinced that we want to fuck with him from somewhere.

GEORGE: (Unintelligible) that.

MACEIRA: Right.

But --

GEORGE: He said --

MACEIRA: But where does that being convinced come from? And what you're telling me, from what was referred, etcetera, that's not the reason, or is that the motive of who would fuck with him. But they have to have done things --

GEORGE: To Raúl, the ones fucking with him are the lobbyists who take care of these companies that (unintelligible).

MACEIRA: Well, there --

GEORGE: Raúl is convinced of that. But not Rauli. Rauli tells dad, "Dad, I'm a dumbass. I'm a dumbass, fuck." Like that. And I --

MACEIRA: And in addition to yesterday, how have they fucked with him? It's been a while nobody fucked with Raúl.

GEORGE: I found out that (unintelligible) was in that story yesterday morning from Raúl. He called me to tell me, "I need an interview (unintelligible)." I did my job.

MACEIRA: Because that is -- that's how they have fucked with him, I think is the question. What is yesterday's, a --

GEORGE: The shootout about the (unintelligible) contracts. Some time back there was a really (unintelligible) shootout about that.

MACEIRA: Yes.

GEORGE: And I handled that (unintelligible) because Raúl doesn't have contracts for me or (unintelligible). I don't have contracts with this government, I have a company where I don't show as (unintelligible), do you understand? But not having contracts with this government, (unintelligible) is fucking with me

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(unintelligible). (Unintelligible) contract for a company where I were visible, where I was visible. I (unintelligible) contract (unintelligible). Do you understand? Where I could have contracts (unintelligible) and give him a look, another look. Because they're really flunked. Your buddies are way flunked. I know you're not. (Unintelligible) I know --

MACEIRA: No. And if I have to be flunked, then I am also flunked, you know.

GEORGE: (Unintelligible) --

MACEIRA: I'm not offended.

(Unintelligible). Come tomorrow, that survey I did on Facebook (unintelligible) it is to literally validate that the (unintelligible). (Unintelligible) are not thinking, they don't read, they don't dig deeper, they don't know the news, it's fire them. "Who are they going to fire?" "I don't know. But have them fired." That invalidates any survey from Telemundo, from anywhere. (Unintelligible) Fonseca, all of that.

GEORGE: I have (unintelligible) I am going to tell you something, I have a buddy who has (unintelligible) to fuck Jay Fonseca in two

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seconds. And he always tells me, "(Unintelligible) I won't fuck him up any more -- I am not going to do Ricardo a favor. I am not going to do (unintelligible) a favor. I am not going to do (unintelligible) a favor." Obviously, that's his narrative. Yes. Jay Fonseca's. Yes. Him. (Unintelligible). (Unintelligible).

No, no. We'll talk later if you want.

MACEIRA: Coming.

GEORGE: Look, I have a binder like this. Like this.

MACEIRA: Okay.

GEORGE: Of a bunch of contracts that are fucked up, poorly managed (unintelligible). Because (unintelligible) I am not going to tell you who, someone from your people, someone who works with you told me that...

(Whereupon, voices are inaudible for almost three minutes.)

MACEIRA: You know what's good? For you to also be seeing this.

GEORGE: (Unintelligible).

MACEIRA: What?

GEORGE: (Unintelligible). Good (unintelligible).

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MACEIRA: And then, sometimes it happens to me that -- I had 223 messages in Telegram. In that little while. And sometimes it happens to me that -- in other words, perhaps there's one that I won't see...

Okay. Let's talk about the other thing later.

GEORGE: (Unintelligible).

MACEIRA: About everything you told me, about how you can help us, etcetera. The other thing, if you find out more information about what is allegedly happening in Ports, let me know, right, because I can attest to what I have done. But if someone has screwed up, I have to know and bash their heads in, you know. Oh, God.

GEORGE: (Unintelligible) "I need this for tomorrow. The governor wants it for tomorrow (unintelligible). (Unintelligible) get me or approve these licenses for tomorrow. That -- this is a request from the governor. That's it."

MACEIRA: And what is her issue with cannabis?

GEORGE: I don't know. It looks like her husband works in a company that was selling (unintelligible) a couple of things under the table which(unintelligible) works directly with Ricardo

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and (unintelligible) under the table. And everything is in text messages. Everything is in text messages. That comes from (unintelligible) governor. And (unintelligible) because (unintelligible) per María's request (unintelligible) selling influence.

And the one behind that license (unintelligible). And everything is in text messages. Everything in text messages. (Unintelligible). Look, if they find out about this, they can refer her to Justice. No, dude. They referred her to Justice, and nothing happened. (Unintelligible). And Wanda Vázquez (unintelligible). That is why Rauli was telling me, "If Ricardo put his neck out for a corrupt woman, why can't he (unintelligible), who is a serious individual, damnit?"

MACEIRA: He's wrong there because (unintelligible) neck (unintelligible).

GEORGE: That's where I -- that's where (unintelligible).

MACEIRA: Listen, (unintelligible) I was alone in a press conference --

GEORGE: (Unintelligible) he had already left. And I went and sent it to him because it was making a copy. And then in that (unintelligible) private

conversation everything gets deleted and I don't want to make any copy that (unintelligible). "Look, I want to make get a copy of this." (Unintelligible) you lose trust in (unintelligible). You understand? (Unintelligible).

MACEIRA: And I sent Raúl the Tweet and sent Raúl the piece of news where it says I underscored that trust is a given.

GEORGE: (Unintelligible) lobbyists (unintelligible) Raúl (unintelligible). (Unintelligible) lobbyist for clients who allegedly happen to be close by, they're friends of Rosselló's. You know, (unintelligible). (Unintelligible) decent guy, doing the right thing, then the ones who are around who want to get rich off of nothing, from the (unintelligible) -- and Raúl also mentioned to me that they were clients who (unintelligible) doing the right thing.

(Unintelligible) said whether they are friends of Rosselló's. And (unintelligible) are friends of (unintelligible). You know what, they are contracts and they're being worked on. They are providing fucking awesome (unintelligible) of the job that is being done, and nothing happens. But

providing fake invoices? They're fucked. Fuck them. (Unintelligible). Then what a coincidence. I didn't have one single contract with Fortuño. Not one. They fucked with me big time asking me for favors when he was Resident Commissioner --

MACEIRA: And (unintelligible) fucks with you.

GEORGE: (Unintelligible) obviously not at this level. And two months before, two months before the election, Luis Miranda's friend called me and (unintelligible) Marco Rodríguez (unintelligible) for me to investigate (unintelligible) with my whole crew. And two months before, Alejandro was (unintelligible). And Fortuño almost won the election against Alejandro. That is the truth. And still, the man (unintelligible) looks at me in the eyes and tells me, "Everything (unintelligible). Everything. Everything you did (unintelligible)."

So then, (Unintelligible) Padilla, (unintelligible) look, he put a bit of bread on the table (unintelligible) Alejandro García Padilla's administration put a piece of bread on the table for (unintelligible). And my instructions from day one (unintelligible).

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Nothing (unintelligible). I told my team, "Let's focus on the private sector because (unintelligible)."

MACEIRA: (Unintelligible) good, someone wants to block me --

(Whereupon, the recording concludes.)

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ERRATA SHEET

(Specify approximate page and line numbers)

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COURT REPORTER'S CERTIFICATE

I, ANDREA CAMILO PASTRANA, E.R. Reporter, member of RITA, Inc.,

CERTIFY that the foregoing is a true and correct transcript of the recording, as taken during a meeting in the captioned case. Due to the noise at the place the recording was made, the transcript will have unintelligible portions.

I FURTHER CERTIFY I have no pecuniary interest in the outcome of this case.

[Signed]

ANDREA CAMILO PASTRANA

I, Juan E. Segarra, USCCI #06-067/translator, certify that the foregoing is a true and accurate translation, to the best of my abilities, of the document in Spanish which I have seen.

APPENDIX J

APP J FD-302s and Consensual Recording Translation(U)_Ricardo_Rossello_Nevares.pdf

OFFICIAL RECORD
Document participants have digitally signed. All signatures have been verified by a certified FBI information system.

FEDERAL BUREAU OF INVESTIGATION

Date of entry 12/17/2020

Ricardo Rossello Nevares (ROSSELLO), former governor of Puerto Rico (PR), SSAN: , dob: was interviewed via Webex by Federal Bureau of Investigation (FBI) Special Agent (SA) Juan Carlos Lopez. Also present for the interview via Webex were Assistant United States Attorney for the district of Puerto Rico (AUSA) Myriam Fernandez, Michael Lang (LANG), Trial Attorney from the Public Integrity Department of Justice, and ROSSELLO's attorney, Jim Hibey, from Steptoe & Johnson LLP. After being advised of the identity of the interviewing Agent, and the nature of the interview, ROSSELLO provided the following information:

[Author's note: Due to the COVID-19 pandemic, the interview was conducted via Webex. During the interview, LANG advised ROSSELLO that the interview was voluntary and that he was free to stop the interview and leave at any time. LANG also advised ROSSELLO that all his statements needed to be truthful, and stated it was a crime to lie to a Special Agent of the FBI. ROSSELLO acknowledged both of LANG's statements. Upon HIBEY's request, LANG advised ROSSELLO that his status in the current investigation was that of a witness.]

ROSSELLO described Sixto Jorge Diaz Colon (SIXTO) as a radio and television producer. On or about 2014, SIXTO was producing a radio show hosted by two radio personalities: "Molusco" and "La Burbu". ROSSELLO recalled that on or about 2014 he was invited by SIXTO, two or three times, to go to the show. On or about 2014 was also the time period in which ROSSELLO was starting the primaries' process to challenge the New Progressive Party (NPP) candidate, Pedro Pierluisi (PIERLUISI). ROSSELLO stated he perceived that SIXTO did not favor ROSSELLO to win the primaries. ROSSELLO treated SIXTO the same as he treated everyone else in the media. After ROSSELLO became the governor of PR in November 2016, ROSSELLO continued to interact with SIXTO in the same manner he interacted with other

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people from the media.

Dealing with the media was not one of ROSSELLO's strengths; therefore, ROSSELLO delegated that work to his communication team. Ramon Rosario Cortes (ROSARIO) served as ROSSELLO's Secretary for Public Affairs. He was replaced at the end of 2018 by Anthony Maceira (MACEIRA). Rafael Cerrame was also part of ROSSELLO's communication team, as well as his Press Secretaries: Yennifer Alvarez (ALVAREZ) and Denisse Perez (PEREZ). ALVAREZ was part of the communications' team towards the beginning of ROSSELLO's term as governor. PEREZ and MACEIRA were described by ROSSELLO as the team members who had the most interaction with SIXTO. ROSSELLO stated that ROSARIO interacted with SIXTO towards the beginning of ROSSELLO's gubernatorial term, yet reiterated that he believed MACEIRA was who ended up having the most interaction with SIXTO.

Many of ROSSELLO's cabinet members frequented the Nacion Z show, a television/radio show produced by SIXTO. Among those that attended the show were Fernando Gil, former Secretary of Housing, and Raul MALDONADO GAUTIER (MALDONADO GAUTIER), former Secretary of the PR Treasury Department (PRTD). MACEIRA was the person that spoke on behalf of the governor in Nacion Z.

Beatriz ROSSELLO (BEATRIZ), ROSSELLO's wife, "ran the ball" with many of the media interactions. She had a very active role in the media aspect of ROSSELLO's administration. BEATRIZ set up many meetings and lunches for ROSSELLO to meet up with the media.

Vocero - Front Page Cover and MALDONADO GAUTIER

ROSSELLO did not recall the specifics of what was discussed after the Vocero published the front cover page regarding MALDONADO GAUTIER and the possible corruption in the PRTD. ROSSELLO clarified that the cover page was one of the many things that had been adding up regarding MALDONADO GAUTIER, and eventually led to his firing on June 24, 2019.

At the beginning of ROSSELLO's administration, ROSSELLO had a lot of trust in MALDONADO GAUTIER. ROSSELLO looked up to MALDONADO GAUTIER as a

father figure, as he had great ideas and was implementing the public policy that ROSSELLO wanted. However, at one point in time, MALDONADO GAUTIER suffered a stroke and his performance started to deteriorate. ROSSELLO explained that even though MALDONADO GAUTIER's performance had been declining, MALDONADO GAUTIER still continued to put up good numbers and accomplished many things that ROSSELLO wanted to be done within his administration. ROSSELLO explained that, for the aforementioned reason, ROSSELLO still trusted MALDONADO GAUTIER and continued to appoint him to other leadership positions, including that of Chief of Staff (COS).

During MALDONADO GAUTIER's tenure as COS, ROSSELLO realized that MALDONADO GAUTIER was not good at that position and decided that he would serve better as Chief Financial Officer (CFO). ROSSELLO later appointed him to the Office of Management and Budget and, ultimately, assigned MALDONADO GAUTIER to return to PRTD.

ROSSELLO recalled that one of the things that made him very upset at MALDONADO GAUTIER was a vacation that MALDONADO GAUTIER took early June 2019 without even mentioning to ROSSELLO that he was going on vacation. ROSSELLO described the vacation as the tip of the iceberg that led to his decision of firing MALDONADO GAUTIER. This was a critical time to take a vacation because the budget had to be approved by the end of the fiscal year, June 30, 2019. ROSSELLO had been going back and forth with MALDONADO GAUTIER on the budget that ROSSELLO wanted to be approved. MALDONADO GAUTIER would either not agree with ROSSELLO or simply ignore his calls. At one point ROSSELLO called up for a private meeting with MALDONADO GAUTIER's staff, without MALDONADO GAUTIER knowing about it. During said meeting, ROSSELLO told MALDONADO GAUTIER’s staff about the specific budget ROSSELLO wanted to have approved, which was different from the budget MALDONADO GAUTIER wanted.

MALDONADO GAUTIER had also been absent for many of the "Whole of Government” (WOG) meetings that ROSSELLO held at Fortaleza every morning. The WOG was comprised of Maria Palau, Ricardo Llerandi (LLERANDI), Carlos Saveedra, Philippe Mesa Pabon, Omar Marrero, and MALDONADO GAUTIER, among others. ROSSELLO described the WOG meetings as the ideal place to discuss everything that had to be solved with the government and a way for ROSSELLO to be aware of what was happening in his administration. Many of the

individuals at the WOG had complained to ROSSELLO that they had been trying to move public policy forward but MALDONADO GAUTIER had not been receptive to their calls and was nowhere to be found.

ROSSELLO recalled that on Thursday, June 20, 2019, and Friday, June 21, 2019, MALDONADO GAUTIER did not show up to the WOG meeting and claimed it was for personal reasons. ROSSELLO spoke with MALDONADO GAUTIER about his absences from the WOG and told him he needed to make his best effort to be present at all meetings. MALDONADO GAUTIER acknowledged ROSSELLO's message but, on Monday June 24, 2019, MALDONADO GAUTIER attended a radio show and voiced his frustration with an institutional mafia at PRTD.

On Monday June 24, 2019, there was a cabinet meeting supposed to be held in the morning and, later in the day, ROSSELLO was going to make an announcement related to school vouchers in the PR Department of Education (PRDoE). However, due to MALDONADO GAUTIER's expressions regarding the institutional mafia at PRTD, the entire government was frozen. The WOG members once again voiced their frustrations about MALDONADO GAUTIER and ROSSELLO decided that it was time to fire MALDONADO GAUTIER from the government.

ROSSELLO called MALDONADO GAUTIER the morning of June 24, 2019 and told him that he had to let him go. ROSSELLO told MALDONADO GAUTIER that the budget needed to be approved and MALDONADO GAUTIER was neglecting his duties. ROSSELLO gave MALDONADO GAUTIER the courtesy of submitting his resignation before ROSSELLO fired him. ROSSELLO perceived that MALDONADO GAUTIER was "off". MALDONADO GAUTIER asked ROSSELLO for a few days, but ROSSELLO had to reassure him that there was no turning back and there would be no more time. ROSSELLO asked MALDONADO GAUTIER announced his resignation prior to the school vouchers' announcement ROSSELLO was scheduled to make that morning. Prior to the schools’ voucher announcement, MALDONADO GAUTIER sent various text messages to ROSSELLO telling him that there had been life threats made against him and his family. ROSSELLO did not know what MALDONADO GAUTIER was referring to when he brought up the life threats. ROSSELLO communicated often with MALDONADO GAUTIER, and MALDONADO GAUTIER had never mentioned anything before about him or his family receiving life threats.

ROSSELLO pointed out that 2019 was a difficult year from the get go, especially with MALDONADO GAUTIER. At the beginning of 2019, it was published in the press that MALDONADO GAUTIER's son was a sub-contractor for companies at agencies that MALDONADO GAUTIER was leading. It was ROSSELLO's public policy that he did not want to have family members employed at any of the agencies. ROSSELLO made reference to the Puerto Rico Ethics' Office having very strict laws against the contractors but not against sub-contractors, and stated this created a loophole used by many people in the contracting process. ROSSELLO did not know the exact details of MALDONADO NIEVES' sub-contracting practices but, as soon as he found out, ROSSELLO ordered for all of MALDONADO NIEVES' contracts to get cancelled.

[Agent's Note: MALDONADO GAUTIER's son is known to the FBI as RAUL MALDONADO NIEVES (MALDONADO NIEVES).]

ROSSELLO called MALDONADO GAUTIER prior to the cancellation of the MALDONADO NIEVES' contracts and MALDONADO GAUTIER understood and took it as business as usual. That was not the case with MALDONADO NIEVES, which ROSSELLO tried to contact but was never able to. ROSSELLO ended up reacting publicly to some messages that MALDONADO NIEVES posted in social media. ROSSELLO reacted publicly to MALDONADO NIEVES' messages because he perceived them as lies and going against ROSSELLO'S integrity.

MALDONADO GAUTIER asked ROSSELLO to please call his wife because she was very affected with the cancellation of her son's contracts, and all the negative media attention that MALDONADO GAUTIER was receiving. MALDONADO GAUTIER's wife was concerned that having MALDONADO GAUTIER be assigned to the CFO position would appear as a demotion for her husband. ROSSELLO spoke to MALDONADO GAUTIER's wife and was able to calm her down.

On or about the end of year 2018, prior to the cancellation of MALDONADO NIEVES' contracts, MALDONADO GAUTIER had also had arguments with Teresita Fuentes (FUENTES). It was difficult for ROSSELLO to understand MALDONADO GAUTIER's problems with FUENTES because MALDONADO GAUTIER had personally told ROSSELLO that FUENTES was the ideal person to replace him as the PRTD Secretary. MALDONADO GAUTIER had described FUENTES to ROSSELLO as someone that could continue to support the establishment of PR CFO's office. ROSSELLO had asked FUENTES to resign due to a difference of opinions regarding the taxing on foreign entities, which ROSSELLO wanted to have

taxed and FUENTES disagreed.

Summer of 2019

On or about the beginning of July 2019, ROSSELLO decided to take his family on the first vacation since he had become governor. He was invited to the finals of the Women's World Soccer Cup so he decided to attend that event, and then hop on a Disney Cruise with BEATRIZ and the family. While on the cruise ship, he found out that Angela Davila, Director for the Administration of Health Insurances, and Julia Keleher, Secretary for the PRDoE, had been arrested by the FBI. ROSSELLO made the immediate decision to stop his vacation and return to PR. At the time of the arrest, only a few pages of the Telegram chat that ended up causing his resignation had been published by the press. ROSSELLO made an internal retrospection of the Telegram chat and came to the conclusion that, even though he had used fouled language and felt regretful about it, he was going to own up to his words and view the Telegram Chat as another challenge to his administration that he needed to confront. ROSSELLO pointed out that the main reason to come back from his family vacation was the public corruption arrests that had recently transpired within his administration, and not the Telegram chat.

ROSSELLO was able to get off the cruise ship, take several connecting flights, and return to PR on Friday July 12, 2019. ROSSELLO gave a long press conference at the airport, as soon as he got off the plane, regarding the excerpt of the Telegram chat that had been published, and the corruption arrests. ROSSELLO stated he thought he was able to tackle many of the reporters' questions, but realized the Telegram chat was going to bring him problems down the road because it was completely being taken out of context.

The following day, Saturday, July 13, 2019, the entire Telegram chat was released in the media. ROSSELLO described the name of the released Telegram Chat as the "War Room Chat". ROSSELLO explained that it was the norm within his administration for someone to take the initiative to create a Telegram chat whenever an issue occurred, and to name the chat based on the

issue/problem that was being discussed in the chat. ROSSELLO did not know who the administrator of the War Room Chat was. ROSSELLO has been asked many times about the identity of the chat's administrator and, although ROSSELLO had try to come back with an answer, he believed there were possibly several administrators.

ROSSELLO did not recall meeting with SIXTO prior to the Telegram chat being released, and cannot think of an instance in which he tried to speak with SIXTO. ROSSELLO did recall that, days prior to the release of the Telegram chat, people within ROSSELLO's inner circle tried to warn him of all the bad news and publicity that was being released about him.

After the Telegram chat was released, ROSSELLO wanted to give his side of the story but he did not have a platform. ROSSELLO heard from someone from his staff that SIXTO could be a media option to express his point of view. ROSSELLO was told by someone (he could not recall who), that Nacion Z was going to treat him good and that the panelists were not going to be rough with him. An interview was then scheduled for him to appear on Nacion Z on Monday July 15, 2019.

ROSSELLO communicated with SIXTO via e-mail, text messages, and Telegram. ROSSELLO stated that, prior to the date of this interview, he had searched his phone for communications with SIXTO, dating back to the summer of 2019, but did not find any on his phone.

As the protests escalated and the Telegram chat continued to receive more negative publicity, ROSSELLO's next step was to hire a company that could help him do damage control. ROSSELLO was told that SIXTO's company, Bee Global Media, could help with the damage control. SIXTO's proposed strategy for damage control consisted of providing a media platform for ROSSELLO to voice his point of view, and for people in the media to speak in ROSSELLO's favor. SIXTO also wanted to organize a march of people favoring ROSSELLO. SIXTO never gave ROSSELLO a physical copy of the proposal, nor anything tangible describing his damage control strategy; it was always a discussion of ideas of what SIXTO could do to help ROSSELLO.

ROSSELLO had his political committee, headed by Javier Oyola, review

SIXTO's proposal. Raymond Cruz (CRUZ) was ROSSELLO's Special Assistant. CRUZ became somewhat involved with ROSSELLO's political committee, but ROSSELLO stated he did not recall the extent of CRUZ's involvement with the committee.

ROSSELLO's political committee payed $100,000 USD to Bee Global Media for taking care of the damage control. Luis Otero (OTERO) and Felix Plaud (PLAUD) worked for Bee Global Media. At one point in time, days prior to his resignation, ROSSELLO met with OTERO. ROSSELLO was surprised to see that PLAUD, who had always been a controversial figure within the NPP party, was part of Bee Global Media.

ROSSELLO realized that PLAUD was going to be involved with the damage control once SIXTO brought him to a meeting with ROSSELLO. The meeting took place inside ROSSELLO's vehicle at Dorado, PR, and ROSSELLO described it as brief and useless. During the meeting, SIXTO explained what he wanted to do to help ROSSELLO, and PLAUD tried to show ROSSELLO a banner containing PLAUD's ideas. ROSSELLO stated he never saw PLAUD's banner, and did not see if a banner was actually made. ROSSELLO advised that both PLAUD and SIXTO recited conspiracy theories to ROSSELLO during the meeting, and that he did not believe them. Amongst the conspiracy theories, described by SIXTO and PLAUD, was that Thomas Rivera Schatz had ownership of the Telegram chat, and had provided the chat to a member of the opposing party in order to have it leaked.

ROSSELLO described the work performed by Bee Global Media as not effective. ROSSELLO stated that, despite him not being able to ask for more due to the circumstances he was going through, he was not pleased with the product of Bee Global Media's work. SIXTO asked ROSSELLO's political committee for more money, but ROSSELLO denied any additional payments to be made to Bee Global Media because he considered Bee Global Media's main purpose of helping ROSSELLO was never accomplished. As far as ROSSELLO was aware Bee Global Media was only paid $100,000 USD. ROSSELLO did not recall if PLAUD or SIXTO had asked for cash or check, as the payment method for their services. ROSSELLO stated that the only way that ROSSELLO would have authorized the payment was via check because the money was going to be debited from his political committee account and it was an expense that

would be audited at some point.

ROSSELLO tried to recall how SIXTO got back to becoming a media solution for ROSSELLO. ROSSELLO advised that, to the best of his knowledge, some of his staff members had already started to engage with SIXTO prior to the release of the Telegram chat.

ROSSELLO was under the impression that MACEIRA did not have a good relationship with SIXTO due to certain things that MERCADER had told him about MACEIRA's relationship with SIXTO. MACEIRA had not told ROSSELLO anything directly regarding him having a bad relationship with SIXTO. MERCADER was very good friends with both MACEIRA and ROSSELLO.

ROSSELLO advised that PEREZ could have also been the connector between SIXTO and ROSSELLO, but stated he was not completely sure.

ROSSELLO was not aware if LLERANDI had communications with SIXTO days after the Telegram chat was released ROSSELLO stated he believes LLERANDI was one of the individuals that frequented Nacion Z before the Telegram chat was released.

ROSSELLO was not aware of any conversations SIXTO might have had with MACEIRA days before, and/or after, to the release of the Telegram chat. ROSSELLO was not aware if MACEIRA spoke to SIXTO about the damage control company. At a certain point, prior to the Telegram chat being released, ROSSELLO heard from his inner circle that there were some other chats that would be leaked. ROSSELLO advised he did not recall a specific conversation taking place between MACEIRA and SIXTO regarding the leak of the chats. ROSSELLO also advised he would not discard the possibility of a conversation actually having taken place between MACEIRA and SIXTO regarding the leak of the chats.

ROSSELLO advised that, after looking back at how everything evolved, he would not doubt that SIXTO could have created a problem in order to come up with a solution. ROSSELLO was not aware of any extortion in exchange for money that SIXTO may have made to anyone within ROSSELLO's group, but ROSSELLO does not doubt that this could be something SIXTO would do because SIXTO had a relationship with MALDONADO GAUTIER, MALDONADO NIEVES, and Mayra

Lopez Mulero (LOPEZ MULERO). ROSSELLO repeated that, in the ram of possibilities, he would not doubt an extortion could come from SIXTO, but specified ROSSELLO had never been extorted by SIXTO.

To the date of this interview, ROSSELLO still communicated with SIXTO. ROSSELLO's last communication with SIXTO was a week prior to the date of this interview, via text messages. SIXTO was able to reconnect with ROSSELLO through an old phone that ROSSELLO used while he was in Fortaleza. ROSSELLO started cutting down his communications with SIXTO after finding out the nature of what would be discussed with the FBI in the present interview.

SIXTO offered to help ROSSELLO with a book, or the production of a documentary, about everything that happened during ROSSELLO's term as a governor. SIXTO offered to get agents and producers to help ROSSELLO. ROSSELLO signed a contract with SIXTO that stipulated that monetary payments to SIXTO would be based on results. ROSSELLO described himself as someone driven by results. ROSSELLO had not paid SIXTO any money because he did not have the means to pay SIXTO.

ROSSELLO was aware that it was hard for the prosecutors and the Agent to understand why he went back to SIXTO after everything that had happened in 2019. ROSSELLO stated that the answer to why he reconnected with SIXTO was simple; SIXTO was the only person that had expressed a desire to help ROSSELLO. ROSSELLO agreed that his experience with SIXTO had not been the best, and SIXTO had not been effective when he needed him the most, but SIXTO was the only person who had offered to help ROSSELLO.

ROSSELLO described SIXTO as a connector, someone that knows many people and moved around. ROSSELLO stated he could certainly see SIXTO doing something shady, or looking out for troublemakers as the connector that SIXTO is.

APPENDIX K

APP K BEE GLOBAL MEDIA CONTRACT GOV ROSELLO.pdf

CLIENT'S MANAGEMENT AGREEMENT

This Agreement is entered on the 24th day of February 2020, by and between Dr. RICARDO ROSSELLO, ("CLIENT"); and BEE GLOBAL MEDIA LLC, through its managing member, ("MANAGER").

WHEREAS, CLIENT wishes to further develop and have adapted to, or produced through, one or more mediums or platforms (internet/TV/film/movie) CLIENT'S story primarily based or focused on events occurring prior to August 2nd, 2019, primarily those that have to do with his governorship. ("PROJECT").

WHEREAS, CLIENT wishes to obtain MANAGER'S services, and MANAGER wishes to provide its services, in connection with obtaining investors, and/or financial resources, as well as guidance and advice in the development and advancement of CLIENT'S PROJECT.

WHEREAS, MANAGER'S previous experience, access to financial resources and professional background qualifies MANAGER for obtaining financial resources, and providing advice and guidance for CLIENT'S PROJECT.

NOW, THEREFORE, for and in consideration of the mutual covenants contained in this Agreement, and for other good and valuable consideration that is hereby acknowledged, the Parties agree as follows:

I. MANAGER'S SERVICES

MANAGER shall assist and support CLIENT'S PROJECT by diligently procuring investors and/or financing sources that will facilitate CLIENT'S PROJECT, and shall provide the following services:

A. Represent CLIENT'S PROJECT and act as CLIENT'S PROJECT'S negotiator under such terms and conditions as shall be authorized by CLIENT, and provide guidance regarding the disposition, use, employment and/or exploitation of such assets as shall be required to fulfill CLIENT'S PROJECT to CLIENT'S satisfaction;

B. Procure business and economic opportunities as shall be required to fulfill CLIENT'S PROJECT to CLIENT'S satisfaction, and assure the proper use and demand for CLIENT'S PROJECT, as indicated by CLIENT.

C. Be available at such reasonable times and places as may be required by CLIENT, to confer with CLIENT regarding all matters that may concern CLIENT'S PROJECT;

D. Exploit CLIENT'S PROJECT in all media, for the purposes of trade, advertising, and publicity, by use and dissemination, reproduction or publication of CLIENT'S name/trade name, photographic likeness, voice and CLIENT'S PROJECT materials, in each case, subject to CLIENT's prior approval;

E. Consult with CLIENT whether and how to engage, direct or discharge such entertainment, film and/or TV agencies, theatrical agents, booking agents and employment agencies, as well as other firms, persons or corporations that may be retained for securing contracts, engagements or employment involving CLIENT'S PROJECT and to represent CLIENT'S PROJECT in any dealings with any unions; and

F. Exercise such powers that may be granted by CLIENT to MANAGER pursuant to Paragraph IV hereof.

II. MANAGER'S RIGHTS:

MANAGER is not required to render exclusive services for CLIENT'S PROJECT or to devote MANAGER'S entire time or to assign any of MANAGER'S employees for CLIENT'S PROJECT. CLIENT shall have the right to approve, and to request replacement of, MANAGER'S employees assigned to CLIENT'S PROJECT. MANAGER shall not represent other clients that may be in competition with CLIENT'S PROJECT, or have and pursue business interests that may be similar to, or may compete with, those of CLIENT'S PROJECT. Notwithstanding, MANAGER shall be available for CLIENT'S PROJECT and if MANAGER is not sufficiently involved in CLIENT'S PROJECT, as may be reasonably determined by CLIENT, for a period of sixty (60)

consecutive days, then CLIENT may terminate this Agreement, with written notice thereof to MANAGER.

III. CLIENT hereby appoints MANAGER as CLIENT'S PROJECT'S personal representative, manager and advisor during the term of this Agreement and for any renewals, in all matters and in the United States jurisdiction and worldwide. CLIENT agrees not to engage any other agent, representative or manager to render services for CLIENT'S PROJECT during the term hereof.

IV. CLIENT hereby appoints MANAGER for the term of this Agreement and any renewals hereof, as CLIENT'S PROJECT'S true and lawful attorney-in-fact, to generally do, execute and perform any act deemed reasonable and that ought to be done, executed and performed, of any and every nature and kind for the purpose of developing CLIENT'S PROJECT, after fully and effectively consulting with and receiving approval from CLIENT, including, and subject to the limitations set forth in this Agreement, the following:

A. To sign, make, execute, accept, endorse, collect and deliver any and all bills of exchange, checks and notes as CLIENT'S PROJECT'S attorney-in-fact;
B. To demand, sue for, collect, recover and receive goods, claims, money, interest and other items that may be due to CLIENT'S PROJECT or belong to CLIENT'S PROJECT; to make, execute and deliver receipts, releases or discharges therefore under seal or otherwise and to defend, settle, adjust, compound, submit to arbitration and compromise all actions, suits, accounts, reckonings, claims and demands whatsoever that are or shall be pending in such manner and in all respects;
C. To approve and permit any and all publicity and advertising;
D. To approve and permit the use of CLIENT'S name, trade name, photographs likeness, voice, sound effect, caricature, literary, artistic and similar materials for advertising and publicity in the promotion and advertising of CLIENT'S PROJECT;
E. To execute for CLIENT'S PROJECT and in CLIENT'S name and behalf, any and all agreements, documents, and contracts for CLIENT'S PROJECT'S literary materials, provided that CLIENT has granted MANAGER the

written authority and confirmation to execute such agreements in each specific instance.

v. It is expressly agreed that the foregoing power-of-attorney is limited to matters reasonably related to CLIENT'S PROJECT.

vi. All business decisions and major commitments, including, but not limited to recording or filming agreements will be first approved with CLIENT and shall be executed prior to commitment of any business arrangement or contract with a third party.

vii. Subject to CLIENT's prior approval, MANAGER shall be entitled to retain other booking agents for booking CLIENT'S PROJECT and for acting as CLIENT'S PROJECT'S booking agent, on separate terms to be negotiated between MANAGER and agents, commensurate with terms generally offered to other booking agents in accordance with industry practices. MANAGER shall utilize such third party booking agents as MANAGER feels are reasonably required to develop and promote CLIENT'S PROJECT.

viii. For all services contemplated and to be provided herein, MANAGER shall be compensated in accordance with the following mutually agreed arrangements: SIXTY FIVE PERCENT (65%) of the net income for CLIENT; THIRTY FIVE PER CENT (35%) of the net income for MANAGER, up to the total net income of $400,000 per year; and EIGHTY PERCENT (80%) of the net income for CLIENT; TWENTY PER CENT (20%) of the net income for MANAGER, for any total net income in excess of $400,000 per year, and the Parties acknowledge that is commensurate with terms generally offered by other managers and agents and is in accordance with industry practice.

ix. Term - The term of this Agreement will be two (2) years from the date first set forth above, unless earlier terminated in accordance with the terms hereof. CLIENT and MANAGER may, by mutually executed written agreement, extend the term of this Agreement for two (2) additional years upon the same terms and conditions herein contained.

x. The term net income as used in this Agreement, refers to the total of all earnings, whether in the form of advances, royalties, interest, percentages,

share of profits, sale of merchandise, share in properties, or any other kind or type of income which is reasonably related to CLIENT'S PROJECT, that is generated either from book publishing, recorded performances, motion picture, television, radio, advertising fields, in which CLIENT'S PROJECT is developed, and are received from any person, firm or corporation for CLIENT'S PROJECT. MANAGER'S business expenses approved by CLIENT in advance shall be deducted from gross income. Among the expenses that shall be deducted from the gross income and before computing the net income, are the following:

A. Production of CLIENT'S PROJECT'S master recordings and audiovisual works.

XI. The compensation that shall be paid to MANAGER shall be disbursed from the net monthly earnings of CLIENT'S PROJECT, accruing to or received by CLIENT'S PROJECT:

1. During the term of this Agreement;
2. After termination of this Agreement or the expiration of the term or renewal where net monthly earnings are received from any services performed by MANAGER under CLIENT'S PROJECT during the term hereof and any renewal.

XIII. After the termination of this Agreement and continuing for a period of one (1) year thereafter, CLIENT'S PROJECT shall continue to pay MANAGER twenty five percent (25%) of the net monthly incomes, to be enforceable even in the event that CLIENT'S PROJECT forms any corporation or legal entity for exploiting CLIENT'S PROJECT.

XIV. CLIENT agrees that all persons, firms or corporations shall pay all gross monthly earnings directly to CLIENT'S designee, and MANAGER may not withhold MANAGER'S compensation or reimburse itself for any reasonable and receipted fees, costs or expenses advanced or incurred by MANAGER.

XV. CLIENT specifically agrees to authorize and direct any and all persons, firms or corporations from whom CLIENT'S PROJECT is owed any sums which are earned as gross monthly earnings under this Agreement, to

remit such sums directly to CLIENT'S designee who shall then pay Manager. If CLIENT shall receive any such sums directly or indirectly, CLIENT shall hold same in trust as to MANAGER'S share (not including MANAGER'S expenses) and shall remit the same forthwith to MANAGER.

XVI. Accounting Expenses – MANAGER shall be solely responsible for payment of all reasonable costs and disbursements incurred by MANAGER or by MANAGER'S employees in furthering CLIENT'S PROJECT, including, but not limited to, booking agencies, fees, union dues, publicity costs, promotional or exploitation costs, traveling licenses and wardrobe expenses. In the event that MANAGER advances any of the foregoing fees, costs or expenses on behalf of CLIENT'S PROJECT, or incurs any other reasonable expenses to develop CLIENT'S PROJECT, CLIENT shall not be responsible for such expenses.

XVII. Notwithstanding the foregoing, MANAGER shall provide CLIENT all pertinent information regarding expenditures incurred, and MANAGER shall provide estimated budget projections for expenditures and revenues for each year of this Agreement and update these projections from time to time as deemed reasonable by MANAGER.

XVIII. The Parties hereto acknowledge and agree that CLIENT is the owner of all intellectual and other property rights in and to the CLIENT'S PROJECT, and that all assets, works or intellectual property developed hereunder shall belong solely and exclusively to CLIENT. MANAGER shall ensure that such a statement of CLIENT'S ownership rights is included in any contracts with third parties related to the CLIENT'S PROJECT, and that works arising under such contracts and all rights thereto belong solely and exclusively to CLIENT.

MANAGER hereby represents and warrants that (i) it has the authority and right to enter into this Agreement, and fulfill its obligations hereunder, (ii) it has obtained (or will timely obtain) all necessary approvals, consents, licenses and permissions in connection with the services referenced herein, (iii) the services referenced herein do not, and will not, infringe upon any rights of any third party, and (iv) it will comply with all applicable laws, rules and regulations.

XIX. MANAGER shall be responsible for, and shall indemnify fully, defend and hold harmless the CLIENT, of and from, any and all claims, demands, causes of action, liabilities or damages, including legal costs and attorneys' fees, arising out of any breach by MANAGER of any provision of this Agreement or any acts or omissions of MANAGER or any of its officers, agents, employees or subcontractors pursuant to this Agreement.

XX. Termination – CLIENT shall be entitled to terminate this Agreement at any time upon MANAGER'S breach of any of MANAGER'S representations, covenants and warranties contained herein, or obligations hereunder, including without limitation, MANAGER'S duty to account to CLIENT.

XXI. CLIENT shall be entitled to terminate this Agreement immediately upon bankruptcy or insolvency of MANAGER.

XXII. In the event of any default by CLIENT on its commitments, obligations and duties hereunder, MANAGER'S obligations (but not the MANAGER'S right to compensation) shall be suspended for the duration of any such default. In the event that CLIENT for any reasons fails to fulfill any of its commitments, obligations or duties hereunder, without valid reason or excuse, then, in addition to any other rights or remedies MANAGER may have, MANAGER shall have the right, upon written notice to CLIENT at any time prior to the expiration of the term or any renewal, to terminate this Agreement as of a date thirty (30) days after CLIENT'S receipt of such written notice.

XXIII. Assignment of Rights – The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

XXIV. Fiduciary Relationship – MANAGER agrees and understands that by virtue of this Agreement MANAGER stands in a fiduciary relationship to CLIENT and MANAGER shall be held to the highest standards of good faith and loyalty.

xxv. Modification of Agreement - Any additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party.

xxvi. CLIENT agrees at all times hereunder to provide cooperation that it deems reasonable to MANAGER in the interest of promoting income and other revenue.

xxvii. This Agreement does not and shall not be construed to create a partnership or joint venture between the parties hereto. It is specifically understood that the Parties are acting as independent contractors.

xxviii. Except as may otherwise be required by law, CLIENT and MANAGER agree to treat this Agreement and its terms confidentially and to not share the same, except with their respective family members, agents, attorneys and other professionals with a need to know.

xxix. Notices – Unless provided herein to the contrary, any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by email transmission if sent to the respective email address of each party as set forth in this Agreement.

xxx. Severability – The invalidity of any portion of this Agreement will not be deemed to affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect.

xxxi. No Waiver – The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed subsequently waiving any such terms and conditions, but the same shall continue in full force and effect as if no forbearance or waiver had occurred.

xxxii. Governing Law – This Agreement shall be governed and enforced in accordance with the laws of the United States of America.

xxxiii. Attorney's Fees – In the event that any lawsuit is filed in relation to this Agreement, the unsuccessful party in the action shall pay to the prevailing party, in addition to all the sums that either party may be called on to pay, a reasonable amount to cover the successful party's attorney fees.

xxxiv. Mandatory Arbitration – Any dispute under this Agreement shall be resolved by mandatory and binding arbitration, to be held before the American Arbitration Association and to take place in Washington, D.C. If the Parties cannot agree on an arbitrator, each party shall select one arbitrator and both arbitrators shall then select a third arbitrator, who shall then solely decide the case on its merit.

xxxv. Entire Agreement – This Agreement shall constitute the entire agreement between the Parties and any verbal representation of any kind preceding the date of this Agreement shall not be valid.

xxxvi. Counterparts – This Agreement may be executed in any number of counterparts, and each shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

xxxvii. Compliance with Laws – In performing under this Agreement, all applicable laws, regulations, orders and other rules of duly-constituted authority will be followed and complied with in all respects by both Parties.

WITNESS our signatures as of the day and date first above stated.

CLIENT:
RICARDO ROSSELLO

(Signature of CLIENT)

Date: 02.24.2020

MANAGER:
BEE GLOBAL MEDIA LLC

Managing Member

Date: 24-Feb-2020

APPENDIX L

APP L JULY 16REC CALL W MALDONADO.pdf

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

SAN JUAN DIVISION
150 Chardón Ave. Room 526
Hato Rey, Puerto Rico 00918-1716

File Number:	[redacted]
Requesting Official(s) and Office(s):	SA Juan Carlos Lopez (SJ)
Task Number(s) and Request ID:	1052602.1052589, 1052501
Date Completed:	9/18/2019
Name and Office of Linguist(s):	Spanish-1713 (SJ)
Name and Office of Reviewer(s):	Click here to enter text.
Source Language(s):	Spanish
Target Language:	English
Source File Information **Name of Audio File or CD:**	1D-4

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SIDE-BY-SIDE TRANSCRIPTION/TRANSLATION

Participants:

RMN	Raúl Maldonado Nieves
SJDC	Sixto Jorge Díaz Colón
SA	Special Agent

Abbreviations:

[]	Exegesis	[RC]	Recorded messages
[PH]	Phonetic	[-]	Stuttering
[UI]	Unintelligible (heard but garbled)	[--]	Faltered Speech
[OV]	Overlapping voices	[. . .]	Intentional pause in speech

Primary language	Spanish (standard font Times New Roman 12)
Secondary language	*English (italics)*

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File Number: [redacted]
Recording Number: 1D-4

Call/Session Number:	**Session 001**
File Name:	**1D-4**
Date, Time:	Click here to enter text., Click here to enter text.
Duration:	**0:00**

Translation starts here.

[Nothing recorded]

Call/Session Number:	**Session 002**
File Name:	**1D-4**
Date, Time:	**July 26, 2019, 05:15**
Duration:	**00:53**

Translation starts here.

SA	The date is July 26, 2019. Approximate time is 5:15. This is going to be a consensual recorded call between Sixto Jorge Díaz Colón and Raúl Maldonado Nieves.	
	[Teléfono sonando]	[Telephone ringing]
SJDC	Le dijo Maceira.	Is what Maceira said.
	[RC] Lo siento, pero la persona a la que llamó tiene . . . [Fin de RC]	[RC] I'm sorry, but the person that you called has . . . [End of RC]
SA	This ends the consensual recorded call.	

Call/Session Number:	**Session 003**
File Name:	**1D-4**
Date, Time:	**July 26, 2019, 5:15**
Duration:	**08:28**

Translation starts here.

SA	This is going to be a consensual recorded call between Sixto, eh, Díaz Colón and Raúl Maldonado Nieves. Approximate time is 5:15. Uh, date is July 26, 2019.	
	[Teléfono sonando]	[Telephone ringing]

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File Number: [redacted]
Recording Number: 1D-4

RM	Sixto.	Sixto.
SJDC	¿Qué pasa, caballo?	What's up, dog?
RM	¿Qué pasa, papi? ¿To' bien?	What's up, bro? Everything okay?
SJDC	Todo bien, papi. Aquí llamándote, porque tú te desconectas a otros niveles, cabrón.	Everything is okay, bro. Just calling you, because you have become disconnected at a whole new level, motherfucker.
RM	[Risa] Papi, esto está en *Do Not Disturb*. Yo no . . . Yo tengo como dos teléfonos que recibo llamadas y es el viejo mío y—y la Pitbull.	[Laughing] Bro, this has been placed on *Do Not Disturb*. I am not. . . I have like two phones numbers that I answer their phone calls and that is my old man and—and the Pitbull.
SJDC	*Okay*, [risa] ¿la Pitbull? Ah, Mayra.	*Okay*, [laughs] the Pitbull? Oh, Mayra.
RM	[risa] Sí. No, no recibo más llamadas.	[laughs] Yes. I don't, I don't accept any other calls.
SJDC	Mira, vale, es que quedamos de vernos en tu casa y nunca ni me dijiste dónde vives y nunca me volviste a contestar y yo, diablo, mano, estás cabrón.	Hey, alright, the thing is that we agreed to meet at your house and you never even told me where you live and you never contacted me again and I was like, damn, bro, you are messed up.
RM	Sí, cabrón estás tú, cabrón. [UI]	Yeah, you're the one that's messed up, motherfucker. [UI].
SJDC	¿Por qué?	Why?
RM	¿Por qué?	Why?
SJDC	¿Por qué?	Why?
RM	Lo que hiciste con Mayra y [UI].	What you did with Mayra and [UI].

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File Number: [redacted]
Recording Number: 1D-4

SJDC	¿Pero qué hice con Mayra, papi? Yo soy un productor. ¿Cuándo yo te llevé--	So what did I do with Mayra, bro? I am a producer. When I brought you in--
RM	[OV] Por eso es que no estoy encojona'o. Yo entiendo lo que tenías que hacer. Tú sabes--	[OV] That's why I am not pissed off. I understand what you had to do. You know--
SJDC	Oh, oh, claro, pero, cuándo--	Oh, oh, of course, but, when--
RM	[OV] [UI].	[OV] [UI].
SJDC	--cuándo yo te llevé—cuándo yo te llevé a ti al programa, ¿la izquierda dijo que yo te estaba haciendo relaciones?	--when I brought you to—when I brought you to the program, did the left say that I was doing [public] relations?
RM	*Nope*.	*Nope*.
SJDC	¿Y los hijos de la gran puta estos que todos hacen una película de relaciones públicas, como si uno fuera, este, eh, un vendi'o? ¿Dijeron que yo estaba haciendo relaciones? No. Llevé al Gobernador. Todo el mundo lo quería. Lo llevé allí y si tú escuchaste la—la entrevista, Limarie Suárez le hizo preguntas hijas de puta que no era conmigo y a mí se me temblaban las piernas.	And these sons of bitches that make a public relations movie, like if I were, um, a traitor? Did they say that I was doing [public] relations? No. I brought the Governor. Everyone wanted him. I brought him in and if you listened to the—the interview, Limarie Suárez asked him some fucking pressing questions. It wasn't me but my legs were trembling.
RM	Sí.	Yes.
	[Pausa]	[Pause]
SJDC	Pero nada--	But nothing--

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File Number: [redacted]
Recording Number: 1D-4

RM	[OV] Sí, por eso es que yo no, no cojo nada, pero [risa].	[OV] Yes, that's why I don't, don't answer anything, but [laughs].
SJDC	Mira--mira, papi, te estoy llamando--	Look—look, bro, I am calling you--
RM	[OV] [UI].	[OV] [UI].
SJDC	--porque hablé--hablé con estos cabrones, con Maceira--	--because I spoke—I spoke to these motherfuckers, con Maceira--
RM	[OV] Ujúm.	[OV] Uh-huh.
SJDC	--y ellos quieren obviamente pues, este, ver cómo resolvemos esto. Quieren saber si nos van a salir más chats y están dispuestos a negociar, eh, tipo $300,000.	--and they obviously want, um, to see how we can resolve this. They want to know if more chats will be coming out and they are willing to negotiate, uh, like $300,000.
RM	Papi, yo no--yo no estoy buscando chavos. A mí no me importa un carajo esta mierda. ¿Qué carajo van a—qué carajo van a negociar ahora? !Puñeta! [UI].	Bro, I am not—I am not looking for money. I don't give a crap about that shit. What the hell are they going to—what the hell are they going to negotiate now? Fuck!
SJDC	Lo sé, pero como ellos están locos, no sé cuál de las dos partes está más loco, pues yo simple y sencillamente te hago saber lo—lo—lo que me dijeron.	I know, but since they are crazy. I don't even know which of the two sides is crazier, well I am simply letting you know what—what—what they said to me.
RM	[Suspiro] [Pausa]	[Sigh] [Pause]
SJDC	Pero nada cabrón, nada, yo. . .	But nothing motherfucker, nothing, I . . .
RM	Dame. . .Porque. . . Uno. . . Aquí tú sabes mi interés. Aquí no son chavos. Aquí lo único que me	Give me. . . Because. . . First of all. . . You know what my interest is here. It's not about the money. The only thing that I was interested in was that they

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	interesaba es que no jodieran con el viejo mío. Que dejaran a papi quieto.	would not mess with my old man. That they would leave my dad alone.
SJDC	Sí, papi, yo—yo sé. Desde el día uno--	Yes, bro, I—I know. From day one--
RM	[OV] [UI]--	[OV] [UI]--
SJDC	--desde el día uno, el día, desde el día uno que tú te sentaste aquí en mi casa con esa película de odio, yo te dije, "Cálmate cabrón". Desde ese día con tus 20 comentarios locos que te querías matar y quemar el planeta, desde ese día yo te dije a ti, "Cógelo con calma".	--from day one, the day, from day one that you sat down here in my house with that hate story, I said to you, "Calm down motherfucker." Ever since that day with all of your 20 crazy comments that you wanted to kill yourself and burn the planet, ever since that day I said to you, "Take it easy."
RM	--sacar y joder a estos cabrones. Y te hice caso. Y te hice caso.	--do away with and fuck with these motherfuckers. And I listened to you.
SJDC	Sí, pero me decías que me ibas a mostrar las pruebas pa' yo dárselas a Mayra y nunca me las diste cabrón.	Yes, but you told me that you were going to show me proof, so that I could give it to Mayra and you never gave it to me, motherfucker.
RM	Bueno, cabrón [UI].	Well, motherfucker [UI].
SJDC	No, hablaste con—hablaste con—hablaste con—con Rubén pa' acabar de joder.	No, and then you spoke to—spoke to—spoke to Rubén to make matters worse.
RM	Rubén me llam. . . Cabrón, yo te conté la historia.	Rubén called m. . . Motherfucker, I already told you the story.
SJDC	Sí, yo sé, cabrón, pero yo todavía estoy dolido. Estoy dolido todavía. Van a pasar 20 años--	Yes, I know, mothefucker, but I am still hurt. I am still hurt. Twenty years from now I will still--
RM	[UI] pendejo.	[UI] stupid ass.

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SJDC	--y yo te voy a reclamar.	--I will still call you out for that.
RM	Sí claro, no más dolido que yo con la mierda que hiciste con lo de Ricky. Que en tú lado, la parte profesional, yo hubiera hecho la misma mierda; pero, cabrón, *a heads-up*, hubiera sido *nice. You know.*	Yes, of course, you are not as hurt as I am with that crap that you pulled off with Ricky. On your side, on the professional side, I would have done the same shit, but, motherfucker, *a heads-up*, would have been *nice. You know.*
SJDC	Estoy claro, estoy claro. Pero de todas maneras, pues ya tú sabes. Nadie va a entender que yo estaba haciendo mi trabajo. Para una parte del país de sicarios--	I know, I know. But at any rate, well you know. Nobody is going to understand that I was doing my job. For the hitmen of this island--
RM	[UI] [UI].	
SJDC	--de sicarios izquierdosos yo estaba haciendo las relaciones públicas. Eso no va a parar nunca.	--the left-wing hitmen, I was only doing public relations. That will never end.
RM	Tú conseguiste la entrevista que nadie más podía conseguir. Algo que yo digo, mano, que me caigo de culo, como tú me dijiste la semana antes están pidiendo mi cabeza, están pidiendo la de Mayra. Ya le dieron 5 días y da la casualidad que consiguieron las dos mismas mierdas en tres días.	You landed the interview that nobody else could get. All I have to say, bro, and I will put my hands in the fire, like you said to me the week before, they are asking for my head, they are asking for Mayra's too. They give it five days and it so happens that they were able to achieve the same two things in three days.
SJDC	Así mismo es.	That's exactly right.
RM	Ujúm. Eso fue un. . . Yo decía diablo que [risa]. Ay, cabrón. ¿Te ha abandonado todo el mundo, verdad? Te abandonó Cristobal, te	Uh-huh. That was a . . . I said, damn [laughs]. Oh man, motherfucker. Everybody abandoned you, right? Cristobal abandoned you. Roque

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	abandonó Roque, te abandonó todo el mundo y te tiraron al medio a joderte a echarte la mierda a ti.	abandoned you. Everybody abandoned you and they threw you under the bus and they blamed all the crap on you.
SJDC	No, me-me—metieron mintiendo ¿cuándo yo—cuando yo he pedido autorización para un—para una entrevista de políticos, chico? Eso es despegarse, despegarse de mí para que las redes sociales dejaran de joder con ellos. Como quién dice, eso no fue culpa de nosotros, SBS no tiene nada que ver con esa, eh, disque relación pública al Gobernador. Eso fue Sixto George que se cague en su madre él.	No, they—they lied, when have I ever—when have I ever asked for authorization for a—for interviewing politicians, dude? That was to break away, become detached from me so that the social media would stop fucking with them. Like saying, this was not our fault, SBS has nothing to do with this, uh, so-called public relations with the Governor. That was Sixto George fuck him.
RM	Pero como te dije, hermano, entiendo lo que hiciste. Yo hubiera hecho lo mismo, primero, porque ese es tú trabajo. ¡Puñeta! O sea, conseguiste la mejor entrevista [risa]. Que el Gobernador haya sido tan bruto de haber ido al mismo programa donde estaba Mayra López Mulero, pues [risa]. ¡Puñeta! [Sonido]	But like I said, bro, I understand what you did. I would have done the same thing, first, because that is your job. Fuck! I mean, you landed the best interview [laughs]. That the governor was so stupid as to go to the same show where Mayra López Mulero was, well [laughs]. Damn! [Sound]
SJDC	Sí, sí, sí. Es complica'o.	Yes, yes, yes. It's complicated.
RM	Sí. Y que la escolta la parara. [sonido]	Yes. And then the bodyguards stopping her. [sound]
SJDC	Sí, mano. Sí, porque ya tú sabes. Complica'o.	Yes, bro. Yes, because you know how it is. It's complicated.
RM	A no me enconjonó. . . Yo entiendo lo que hiciste, yo no cojo nada personal ni nada de esa mierda, lo	I'm not pissed off. . . I understand what you did. I don't take things personally or any of this shit. What is fucked up is

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	que está cabrón es que lo que tú dijiste días antes se cumplió.	that what you said a few days earlier came true.
SJDC	¿Qué dije? ¿Qué dije? No, de tantas cosas que hemos habla'o.	What did I say? What did I say? Of all the things that we have talked about.
RM	Este, que habían pedido tú cabeza y la de Mayra.	Um, that they had asked for your head and Mayra's.
SJDC	Ah, sí, sí, sí.	Oh, yes, yes, yes.
RM	Yo miro las cosas objetivamente, tú sabes--	I always see things in an objective manner, you know--
SJDC	Sí, yo sé, yo sé.	Yes, I know. I know.
RM	Hicieron [UI], salió to' eso y que casualidad que--	They did [UI], all of that came out and what a coincidence that--
SJDC	Sí claro, querían que me botaran.	Yes, of course, they wanted me to get fired.
RM	Ujúm.	Uh-huh.
SJDC	Eso se me había olvidado esa partecita bella.	I had forgotten about that wonderful little part.
RM	Ujúm. Sí, papi, cuando tú recibes presiones de Elias y [UI] llega allá y. . . [risa].	Uh-huh. Yes, bro, when you get pressured by Elías and [UI] it gets there and . . . [laughs].
SJDC	Complicado.	Complicated.
RM	Qué casualidad que obtuvieron el resultado que querían.	What a coincidence that they got the results that they wanted.
SJDC	Exacto. Mira, papi, ¿y qué hago?	Exactly. Look, bro, so what should I do?

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File Number: [redacted]
Recording Number: 1D-4

RM	Eh, papi, eh, todo lo que es prensa y toda esa mierda es con la licenciada.	Uh, bro, uh, all of that pertaining to the press and all of that crap is with the [female] attorney.
SJDC	*Okay*.	*Okay*.
RM	Ya yo no juego nada, un carajo de eso. Ahora te pregunto yo a ti, ¿cómo te podemos ayudar? ¿Proyectos futuros, tienes algo en mente, cabrón?	I am not playing any, any of that shit. Now let me ask you, how can we help you? Future projects, do you have something in mind, motherfucker?
SJDC	Sí, bueno, eh, literalmente quiero coger paz, sosiego y enfocarme. Tú sabes que yo te he dicho anteriormente que una de mis metas es traer personalidades *top* del mundo al país para que den charlas. Por ejemplo, eh, nadie está haciendo eso aquí en Puerto Rico, este, de traer por ejemplo a un, imaginemos que estuviera, este, vivo todavía Gandhi, pues de este tipo de personalidades del mundo que pudieran venir aquí. Eso cuesta. Pero que literalmente vinieran a dar charlas de—de cómo mover el país.	Yes, well, uh, I literally want peace, quiet and to be able to focus. You know that I have mentioned to you before that one of my goals is to bring top celebrities from all over the world to the island so that they can give speeches. For example, uh, nobody is doing that here in Puerto Rico, uh, say for example bring, let's imagine, uh, Gandhi, if he were alive, well celebrities like that from around the world that could come here. That would cost a lot. But that would literally come and give a speech on—on how to move the island.
RM	[OV] Coño eso pegaría. El cabrón este Habib yo no sé qué puñeta--	[OV] Damn, that would be a hit. This motherfucker, Habib I don't know who the fuck--
SJDC	[OV] Sí, hay un montón. Hay un montón, hay un montón. Lo que pasa es que Luis Otero que tú lo conoces, él conoce más esos nombres que yo. Y nosotros estamos pensando en eso. En lo próximo es literalmente producir	[OV] Yes, there are a ton. A ton, a ton. The thing is that Luis Otero, you know him, he knows more about these names than I do. And we are thinking that. The next thing is to literally incite another conversation on the island. Obviously, you know that the young

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	para eso para provocar otra conversación en el país y obviamente ya tú sabes lo chamaquitos no querrán ir a ese tipo de conservatorio, pero va haber mucha gente y jóvenes profesionales que van a querer ir. Eso—eso es lo próximo.	dudes will not want to go to that type of facility, but there will be a lot of people and young professionals that will want to go. That—that is the next thing.
RM	[UI] Yo no puedo pensar en el futuro, porque si no pierdo la guerra. Yo pienso en el hoy y [UI] a todo el mundo, y quemarlos a to' y enterrar a todo el mundo--	[UI] I can't think about the future, because if not I will lose the war. I just think about today and [UI] everyone, and burn all of them and burry everybody--
SJDC	[OV] Bueno, yo te estoy diciendo que eso es un error tuyo, cabrón. Desde el día uno, te lo estoy diciendo. Usted puede echar pa'lante.	[OV] Well, I am telling you that is your mistake, motherfucker. Ever since day one, I have been saying this to you. You can overcome this.
RM	Pero, te lo delego a ti. Piensa en mí en el futuro. Yo creo que voy a hacer un cambio grande. Y como estoy desempleado ahora, eh, voy a hacer un proyectito en el futuro pa' que lo tengas en consideración.	But, I will delegate this to you. Keep me in mind for the future. I think I am going to make a big change. And since I am unemployed now, uh, I am going create a little project in the future, so that you can consider it.
SJDC	*Okay*. Pues dale, papi. Estamos hablando. Un abrazote bien grande.	*Okay*. Well, go for it, bro. We'll talk. Big hug.
RM	Dale, papa. Está bien. Te veo, papá.	Go for it, bro. Alright. I'll see you, bro.
SJDC	Dale, papito. [Ruido] [Aparte] A mí se me olvidó decir--	Go for it, bro. [Noise] [Aside] I forgot to say--
SA	Approximate time is 5:24. This concludes consensual recording between Sixto Jorge Díaz Colón and Raúl Maldonado Nieves.	

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File Number: [redacted]
Recording Number: 1D-4

[Fin de la grabación] [End of recording]

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