

COMMONWEALTH OF MASSACHUSETTS

PLYMOUTH, ss.

**PLYMOUTH SUPERIOR COURT
BROCKTON DIVISION**

COMMONWEALTH

VS.

ELI B. REGO

**COMMONWEALTH'S MOTION IN SUPPORT OF REQUESTING \$25,000.00 IN BAIL
ALONG WITH THE CONDITIONS OF GPS MONITORING AND SURRENDERING ANY
PASSPORTS**

The Commonwealth respectfully requests the Court set bail in the amount of \$25,000.00. If the defendant posts the bail the Commonwealth respectfully requests the defendant be outfitted with a GPS monitoring device and surrender his passport. The Commonwealth makes this bail request based on the following criteria: the potential penalties the defendant faces for these allegations; the defendant's repeated failure to appear at Court proceedings and answer on allegations; the defendant's fraudulent use of false identification during the commission of his fraudulent landscaping operation; the defendant's lack of employment (aside from his fraudulent landscaping operation); the defendant's ties to Orlando, Florida; and the defendant's financial resources. The Commonwealth notes it is alleged the defendant stole *at least* \$100,000 in funds from residents located around Massachusetts and Rhode Island. The defendant has posted bail on criminal matters in the past – notably \$500.00 on his Fall River criminal matters. He subsequently defaulted on the matter which reflects minimal amounts of cash bail do not ensure the defendant's appearance in Court.

A review of the defendant's bank records reflect he has connections to Orlando, Florida, and intends (or at least desires) to start a landscaping business there. The defendant posted several advertisements on social media platforms for his "Perfect Seven" concrete stamping service that he intends to establish in Orlando, Florida. The defendant has also posted "help wanted" advertisements seeking employees to assist him with his "Perfect Seven" concrete business. The defendant repeatedly failed to answer on numerous civil complaints brought against him. A review of the defendant's civil case history reflects he consistently defaults on civil matters. The defendant ignored numerous judgements entered against him and has failed to make a single payment toward the sum of over \$50,000 that has entered against him.

The defendant's prior business dealings and tax circumstances are evidence of his character, financial condition, and are directly pertinent his sentence because they reveal that the theft of the money from the victims was in no way affected by the payment of other legally-imposed obligations. The outstanding judgements and the defendant's failure to file tax returns suggest that each and every dollar stolen from the victims in this case went to support the defendant's lifestyle, vacations, and luxury motor vehicles.

In the course of his fraudulent landscaping scheme, the defendant provided victims with a false business address associated with an abandoned massage parlor located in Somerset which made

it nearly impossible for Sheriff Officials to serve him on civil claims filed against his “businesses.” The fake business address thwarted numerous victims from confronting him over their stolen money. It precluded material vendors from recovering funds from the defendant after he provided them with fraudulent checks.

The defendant continued operating his fraudulent landscaping company after being charged in Fall River District Court and Hingham District Court for offenses connected to the fraudulent landscaping scheme. This demonstrates even the threat of criminal prosecution provides no incentive for Rego to cease his fraudulent activity. The most recent example occurred on May 6, 2022 (while the defendant was in default) when the defendant “disguised” his voice, ordered \$3,000 worth of concrete from L&S Industries Concrete, and provided them with a check with insufficient funds. On May 16, 2022, Somerset Police arrested the defendant on two active warrants stemming from his failure to appear on Fall River District Court criminal matters. On April 20, 2022 Rego falsely indicated his “new” company “ACC LLC” was fully licensed and insured when he accepted \$12,000 from Jeffrey Labrecque to construct a cement deck at his home located at 20 Doris Road in Framingham. Labrecque never would have provided Rego the \$12,000 had he known he lacked valid insurance and licenses.

This is not a contractor case. The defendant is not, by any definition, a contractor; he has never held a construction supervisor’s license and has never been registered as a home improvement contractor. This prosecution is also not a ‘civil’ matter. The defendant faces up to ten years in state prison for these alleged offenses. As the facts below will demonstrate this is a very strong case against the defendant. Accordingly, each indictment is extensively corroborated by documentation, financial statements, text message communication, and direct eye witness testimony. Other cases are instructive on the potential sentence the defendant likely faces for his criminal activity:

- Commonwealth v. Lepper, 60 Mass. App. Ct. 36 (2003): an unlicensed home improvement contractor was sentenced to ten to fifteen years in state prison for stealing \$49,000 worth of deposits for the construction of sheds from homeowners. See Brief for the Commonwealth, 2002 WL 32757785, at *7-32 (reciting facts).
- Commonwealth v. Letts, 67 Mass. App. Ct. 1112 (Oct. 26, 2006) (pre-Rule 1:28): an unlicensed home improvement contractor stole \$38,100 and was sentenced to two years in the house of correction, with three months to be served. See Brief for the Commonwealth, 2006 WL 4709980, at *2-12.
- Commonwealth v. Fisher, 89 Mass. App. Ct. 1114 (Mar. 28, 2016) (Rule 1:28): a contractor was sentenced to two to three years in state prison for stealing \$3,418 that was to be used for siding. See Brief for the Commonwealth, 2015 WL 1568428, at *3-9 (reciting facts).
- Commonwealth v. Brien, 83 Mass. App. Ct. 1136, at *1 (2013) (June 14, 2013) (Rule 1:28): a contractor was sentenced to four years in the house of correction followed by ten years of probation for failing to complete \$365,586 worth of sunrooms.
- Commonwealth v. DeGennaro, 84 Mass. App. Ct. 420 (2013), a licensed home builder was sentenced to four to six years in state prison for spending \$103,350 in deposits received from two families who hired him to build new homes for them. Id. at 430-33 &

n.6.

The defendant here stole more money, from far more victims, through far more insidious schemes than any of the cases listed above. And he caused significant harm, particularly by forcing the public to bear the cost of cleaning up after his crimes.

The defendant's lengthy history of deceit, access to a significant amount of stolen funds, prior defaults, and his connections with Florida make it likely he will default on this matter and attempt to avoid prosecution. Accordingly, a high bail amount should be set to ensure the defendant's appearance in Court. The defendant's criminal actions have impacted numerous residents and business around Massachusetts and Rhode Island. It is incredibly important to these victims that the defendant not flee, and that he appear in Court and answer on these indictments. The majority of these victims have dedicated months, if not years of their lives trying to get someone to listen and hold Rego accountable for his criminal actions.

Basis of Information

The facts of this memorandum come from grand jury testimony, police reports, and information obtained during the course of the extensive Plymouth County Grand Jury investigation. It should be noted the Plymouth County Grand Jury issued 66 subpoenas in connection with this investigation and, as a result, investigators reviewed numerous records associated with Rego's businesses. These records include the following: Somerset Police Department Records; Franklin Police Department Records; Swansea Police Department Records; Mansfield Police Department Records; Experian Credit Report; Bizpedia Unredacted Reviews; Massachusetts Better Business Records; Transunion Credit Report; Small Claim Dockets; TD Bank Records; Citizen Bank Records; Venmo accounts; Uxbridge Police Department Records; Laborers Local 160 Records; Rehoboth Police Reports; S&F Concrete Records; PNC Bank Records; Massachusetts Housing Court Records; Square Software Records; Bank of America Records; Workers Compensation Rating and Inspection Bureau of Massachusetts Records; Massachusetts Division of Occupational Licensure Division Records; Massachusetts Division of Environmental Protection Records; Hingham Conservation Commission; Commercial Landscaping Material Order Invoices Associated with Atlantic Concrete Construction; Massachusetts Department of Revenue Records; T-Mobile Records; Acushnet Police Logs. Additionally, many victims retained their text messages and email exchanges with Rego and provided copies of the communication to investigators.

Fraudulent Landscaping Operation

This investigation established Rego operated a fraudulent concrete stamping landscaping scheme and stole considerable sums of money from residents located in Massachusetts and Rhode Island. Rego has recently been doing business as Atlantic Concrete Construction LLC and Atlantis Concrete Construction LLC. Through this investigation, it is reasonable to believe that Rego assumed the Atlantic Concrete Construction name because this company is established reputable in the industry. This is based on the fact that Rego never formally filed a certificate of organization for the name Atlantic Concrete Construction LLC. Rego used the guise of his landscaping business to personally benefit financially by taking advantage of many victims across the entire state of Massachusetts and Rhode Island. This included using some of the stolen funds for luxury items and expensive vacations.

In the course of his fraudulent landscaping scheme, Rego made numerous false statements

concerning his expertise, background, and ability to quickly complete the projects in efforts to quickly get more money out of his victims and support his lifestyle. Rego sometimes indicated to his customers he required additional payments for “necessary” materials he never actually ordered. The majority of Rego’s larceny offenses uncovered in this investigation occurred in the calendar years of 2020 and 2021. This investigation established Rego’s deceptive behavior allowed him to take at least \$100,000 from his victims. The majority of these payments were for landscaping jobs Rego either failed to finish or never started.

This investigation has established Rego routinely requested down payments for his landscaping projects. Although Rego collected large sums of money from his multiple victims, he has not declared any earned income in the year 2020 or the year 2021. Records obtained from the Massachusetts Department of Revenue [“DOR”] pursuant to a grand jury subpoena confirmed Rego failed to declare any income for 2020 or 2021. Investigators contacted DOR and CIB Program Coordinator Roseann Ferrante to conduct an internal review of the DOR electronic tax payment and tax filing database, known as Genisys, and found no personal income tax returns filed by Rego for the 2020 or 2021 tax periods. These findings are documented in emails investigators received from the DOR.

Investigators note a Massachusetts resident is required to file a timely income tax return if they receive or accrue gross income in excess of \$8,000 in a calendar year. M.G.L. Chapter 62C section 6 indicates a willful failure to file timely return may be a misdemeanor punishable by imprisonment for not more than 1 year and/or \$25,000. GL c. 62C § 73(c). A review of the financial records obtained during the course of this investigation clearly reflect Rego collected well over \$8,000 from his assorted victims in both 2020 and 2021. The financial records investigators reviewed to make this determination include Rego’s bank accounts at TD Bank and Citizens Bank, and Bank of America along with his Venmo account.

Rego’s Fraudulent Business Practices & Numerous Victims

The following list of individuals has been identified as victims of Rego and his fraudulent landscaping scheme. This list is **not** all-inclusive - **there are more victims**. Some individuals have been identified, but the extent of their victimization has yet to be determined. Investigators contacted the majority of these victims by telephone. Several customers declined to talk with investigators or failed to return messages in which investigators requested to speak with them about their experience. Two victims indicated their experience with Rego was “horrible” but would not elaborate any further. Many of these victims listed below have provided investigators with contracts, proposals, photographs, text messages, and email. All listed customers (below) provided investigators with an overview of the project for which they hired and paid Rego to complete.

LAST	FIRST	ADDRESS	CITY/TOWN	Date
MALTAIS	LILI	9 MORNING DRIVE	WESTPORT	2020
PREACHER	BENJAMIN	330 BROADWAY ST.	N. ATTLEBORO	2021
FIORIA	GARY/LAURA	10 TYSON RD	EASTON	2020
BOSSE	JOHN	3 CLIFTON	JOHNSTON	2021

		STREET		
CARREAU	GERALD	15 ASHLEY AVE	FREETOWN	2021
UZZELL	MARC	56 DONOHUE DR	WHITMAN	2021
RYAN	TERESA AND ALAN	47 HYDE PARK CIRCLE	UXBRIDGE	2021
WINSLOW	KIMBERLY	7 OAK STREET	WAREHAM	2021
CURRY	SUSAN AND DOUGLAS	415 AMRSTICE WAY	PAWTUCKET	2021
CHARBONNEAU	JOHN	15 ANGORA WAY	ACUSHNET	2021
MARCUCCI	NOEL AND SANDRA	165 HORNBINE RD	REHOBOTH	2021
BERMUDEZ	PEDRO	187 STAFFORD STREET	CHARLTON	2021
CARTER AND GARCIA	ALYSSA AND JASON	44 SGT. HARRINGTON DRIVE	SWANSEA	2021
JESSUP	MARIELL	93 KIMBALL BEACH ROAD	HINGHAM	2021
GARDNER	GARY	92 KIMBALL BEACH ROAD	HINGHAM	2021
ANGELA	YUEN	94 KIMBALL BEACH ROAD	HINGHAM	2021
CHUCKRAN	JOHN	3131 EAST CRANBERRY HIGHWAY	WAREHAM	2021
WILD	MONICA AND KEITH	261 CUSHMAN ROAD	SOMERSET	2021
HOME DEPOT		535 GRAND ARMY HIGHWAY	SOMERSET	2021
PINTO	MICHAEL	65 DAWSON STREET	SOMERSET	2021
POLLICASTRO	THOMAS	167 YORK ROAD	FOXBORO	2021
SOARES	COURTNEY	23 MAGNOLIA AVENUE	FAIRHAVEN	2021
KEENAN	JAMES	55 ELLIS AVENUE	ONSET	2021

HERES	JAMES	9 DELANCEY AVENUE	PLYMOUTH	2021
EWELL	HOLLY	36 ORCHARD HILL DRIVE	PLYMOUTH	2017
DECHRISTOPHER	MICHAEL	5 SOUTH GATE AVENUE	WEST BRIDGEWATER	2021
QUIGLEY	SCOTT	409 CORONATION ROAD	FRANKLIN	2020
CARUSO-STACCO	ANTONIETTA	112 MANOMET POINT ROAD	PLYMOUTH	2020
BYRNE SAND AND GRAVEL		210 WOOD STREET	MIDDLEBORO	2021
GUSTAVSON	ALANNAH	229 WASHINGTON STREET	CANTON	2020
LADINO-OTERO	JEANET	5 TORRINGTON LANE	ACTON	2020
ROSADO	JESSICA	7 FLETCHER STREET	FOXBORO	2021
TRESCA BROTHERS		PO BOX 189	MILLIS	2021
GLOUCESTER EQUIPMENT RENTAL		32 MAPLEWOOD AVE.	GLOUCESTER	2021
BORO SAND AND STONE		192 PLAIN STREET	N. ATTLEBORO	2021
FUCILLO READY MIX		548 THOMAS LANDERS ROAD	EAST FALMOUTH	2021
RMS CONCRETE		120 BERKLEY STREET	TAUNTON	2021
EMERALD LANDSCAPING SUPPLY		38 HEDGES POND ROAD	PLYMOUTH	2021
DELUCIA	VIN	6 BAY STREET	WOBURN	2020
BOYLE	JEANNE	992 BROOK ROAD	MILTON	2019
DAMON	JASON	4 WOLF HILL DR	SWANSEA	2020
SJURSEN	CHAD	290 LINCOLN STREET	REVERE	2021

DUBOIS	WADE	10 BURKE LANE	GRANBY	2021
SJURSEN	CHAD	290 LINCOLN STREET	REVERE	2021
ANDERSON	GINA	95 GLOUCESTER AVENUE	GLOUCESTER	2021
ANDERSON	BRIAN	17 WESTERN AVENUE	GLOUCESTER	2021
WEAVER	BRAD	104 DODGE STREET	PAWTUCKET	2021
WILCOTT	KATHY	7 OAK STREET	WAREHAM	2021
O'KEEFE	JOHN	15 ASH STREET	EAST BRIDGEWATER	2021
KRAMER OBLEMIS	DIANE	22 EVERETT STREET	PLAINVIEW	2021
PRIZIO	JACLYN	11 MEADOW LANE	LYNFIELD	2017
SCHAMBER	SHEILA	23 CATHERINE AVENUE	FRANKLIN	2021
SOARES	RAUL	11 CLAY STREET	NEW BEDFORD	2022
DASILVE	MANUEL	4 FALCON LOCKE WAY	SOMERSET	2022
L & S INDUSTRIES		72 S. MAIN STREET	ACUSHNET	2022
LABRECQUE	JEFFREY	20 DORIS ROAD	FRAMINGHAM	2022

Rego has owned and operated several different concrete companies. Rego opened E&B Concrete Construction LLC on December 22, 2017, then opened Apex Concrete Construction LLC on September 5, 2019, Atlantic Concrete Construction on November 5, 2020, and Atlantis Concrete Construction LLC on March 8, 2021. Rego was also involved as a business associate with NR Concrete, which was owned by his brother Nelson Rego. Although Rego changed the names, all his companies were stamp concrete businesses specializing in the construction of new walkways, patios, retaining walls, and driveways.

[Figure 2 – Massachusetts Secretary of the Commonwealth Corporation Division]

The manager for Atlantis Concrete Construction, LLC is listed as “Eli Rego, 950 County Street, Somerset MA 02726.” Rego “informally” changed the name of Atlantis Concrete Construction

LLC to Atlantic Concrete Construction LLC in several Facebook advertisements. Rego never filed a certificate of organization for the name Atlantic Concrete Construction LLC. There is an Atlantic Concrete Construction business located in East Bridgewater and Wareham. There is an Atlantic Concrete Forms located in Kingstown, Rhode Island. **The name changes and similarity to other reputable concrete businesses sometimes resulted in customers clicking on Rego's Facebook advertisements assuming it was an ad for one of the established Atlantic Concrete Construction businesses. Investigators believe this is what prompted Rego to informally change the name of his concrete company to Atlantic Concrete Construction LLC.**

[Figure 3 – Alan Ryan Facebook Message – Atlantic Concrete Construction Advertisement]

This belief is further supported by the fact the defendant utilized a new business name “ACC LLC” when he accepted a \$12,000 payment on April 20, 2022, from Jeffrey LaBrecque to construct a concrete deck at 20 Doris Road in Framingham, MA. This occurred after the defendant had been charged in Fall River District Court and Hingham District Court for criminal offenses associated with his fraudulent landscaping scheme. Rego falsely assured Jeffrey LaBrecque his new company had valid insurance and was fully licensed. The new company name and false promises hindered LaBrecque from conducting a thorough review of Rego's background.

Investigators believe Rego opened, closed, and changed the names of his businesses in an attempt to “start fresh” and avoid numerous negative reviews lodged against him online. Customers shared their negative experiences with his companies on Facebook and other online media forums.

[Figure 4 – Comment on Atlantis Concrete Construction Facebook Page]

Rego changed the name of his business to prevent potential customers from searching his company name online and learning of his lengthy negative history. All of Rego's companies have received numerous negative reviews on Yelp, Home Advisor, Massachusetts Better Business Bureau and Bizpedia. **The majority of these reviews reference that after Rego accepts a down payment for a job, he returns to the property a few days later and begins a minimal amount of work before he vanishes, never completing the job.**

The majority of the interactions victims had with Rego were through text messaging to his cellular phone. The telephone number Rego listed on the majority of his proposals/contracts was 508-310-8504. This is the number the majority of his customers contacted him on. Records obtained from T-Mobile pursuant to a grand jury subpoena reflect cellular number 508-310-8504 is assigned to Rego. Rego also emailed several of his victims from the email address eliregobecks@gmail.com. Rego included this email address in several of his contracts and proposals. Several email messages victims received from eliregobecks@gmail.com contain content in which the sender of the email identified himself as Eli and the owner of Atlantic Concrete Construction LLC or Atlantis Concrete Construction LLC. Furthermore, Rego has contacted numerous law enforcement agents from the number 508-310-8504. Rego used the eliregobecks@gmail.com address and the assigned telephone number 508-310-8504 when he

contacted the Hingham Environmental Commission. Records obtained from the Hingham Environmental Commission pursuant to a grand jury subpoena confirm Rego communicated with them from eliregobecks@gmail.com and the 508-310-8504 telephone number. The emails customers received from eliregobecks@gmail.com reference the specific job for which they hired and paid Rego to complete. **Rego also instructed several of his customers to provide payments to him via the Venmo app to the assigned user name @eli-rego.** Records obtained from Venmo pursuant to a grand jury subpoena indicate Rego utilized the Venmo accounts @eli-rego and @acc-llc to collect payments from several victims. The Venmo records indicate the holder of @eli-rego account is Rego. The telephone number linked to the @eli-rego Venmo account is 508-310-8504. The address Rego provided in opening the Venmo account @eli-rego is listed as 157 Lincoln Street Somerset, MA. The Venmo transactions are reflected frequently in records obtained from TD Bank pursuant to a grand jury subpoena held by Rego. Anytime a transaction occurred over Venmo it is reflected in the TD Bank Records as The Venmo records for @eli-rego indicate it is linked to the email address eliregobecks@gmail.com and telephone number 508-310-8504. Somerset Police have been dispatched several times to 157 Lincoln Street and identified the property owner as Rego. [3/11/22 Somerset Police Department Call #22-4929; 1/11/22 Somerset Police Department Call #22-38-05; 6/21/21 Somerset Police Department Call #21-14329; Somerset Police Department Report #21-676-OF]. The Atlantis Concrete Construction website listed 508-310-8505.

[Figure 5 - Jerry Carreau Construction Agreement – never signed by Rego].

Rego utilized internet forums such as Home Advisor and Angie’s List to obtain his customers. Home Advisor is a digital marketplace that connects homeowners with prescreened, local service professionals to complete home improvement, maintenance and remodeling projects. Home Advisor is a free resource for homeowners and a paid network for service professionals. **The volume of complaints lodged against Rego’s “services” ultimately resulted in Home Advisor permanently removing Rego from their website.** Around May 15, 2021 Home Advisor altered the settings for the Atlantis Concrete Construction profile that confined user engagement with the profile to only requesting refunds for unsatisfactory incomplete work. On July 20, 2021 Home Advisor permanently deleted the Atlantis Concrete Construction profile because of “negative online presence, multiple bad reviews, meaning collecting money and not doing any work or not furnishing refunds and avoiding the consumers that hired him.” Prior to its deletion, the Home Advisor page for Atlantis Concrete Construction page featured a review that read as follows: *“Complete ****bag. Home Depot stolen equipment at my house, never returned a refund after I cease work with what little ***** work they did. He talks the talk. If you want to give your money away then hire Eli. He will take your money and run. Take a look at his silenced comments on his Fb page, see you can read my reviews...”*

The reviews featured on Yelp for Atlantis Concrete Construction are similar in nature. One Yelp review read: *“Total scammer! Do not use Eli Rego or his brother Nelson Rego. Atlantis Concrete Construction was referred to us by Home Advisor as top rated. Search his name on the internet and Facebook and you will see the scam reports. They will take your money do a days work and then not finish. They lie and say they will show up and maintain contac. This is a tactic to avoid crim charges and it becomes a civil case. I trusted Home Advisor and are in a*

mess.”

The Better Business Bureau Profile for Atlantis Concrete Construction features one review that reads: *“I have not heard from the business in response to my complaint. The owner [Rego] has responded to texts only when accused of scamming and stealing my money. He claims he will return a portion of the money he collected but apparently does not have it in his bank account to give it back. This is the definition of a scam/stealing. He took money for a job he did not perform and will not return it.”* The Better Business Bureau website currently rates Atlantis Concrete Company an “F” rating. The Better Business Bureau handled seven complaints issued against Atlantis Concrete Construction.

Rego sometimes struggled to keep the names of his various companies straight in his interactions with customers. **Several victims recalled receiving documents from Rego that interchanged the names Atlantic Concrete Construction and Atlantis Concrete Construction.** Rego also provided some customers with the wrong estimates, incorrect contracts, and consistently forgot their names. **Victim Mariell Jessup** recalled she received several forms from Rego that alternated between the use of Atlantis Concrete Construction and Atlantic Concrete Construction letterheads. Occasionally, after failing to reappear for weeks at a job site Rego would message customers and ask them to remind him where their home was located.

If customers questioned Rego about the online negative reviews, he typically blamed the criticism on his brother Nelson Rego. Rego assured customers he cut ties with Nelson Rego and he was “nothing like his brother.” Notably, Venmo records reflect Rego regularly conducted financial transactions with his brother in 2020 and 2021. [Venmo transaction #170 transaction with “car payment” to rego_nelson@yahoo.com]. **Victims Alannah Gustavson and Holly Ewell** both told investigators that **Eli Rego and Nelson Rego worked together on their jobs.** Nelson Rego also worked on the construction of a new patio at **victim Scott Quigley’s** home. Nelson Rego helped Rego dig the three-inch deep hole at the Demma jobsite.

The negative online reviews resulted in Home Advisor permanently deleting Rego’s profile. Subsequently, Rego primarily relied on Facebook to find customers where he regularly posted advertisements throughout Massachusetts and Rhode Island for his concrete services on assorted Facebook “yard sale” and “market place” pages. These Facebook pages are open to individuals residing within a designated town/city and serve to assist in finding residents various local services and goods immediately available in and around their hometown area.

[Figure 6 – Several of Rego’s Facebook Advertisements]

Rego posted these advertisements for his company from his personal Facebook account [Eli Rego]. The profile picture on the Facebook page for Eli Rego contained a profile picture of a male individual whom investigators identified as Rego. Rego’s bank records also demonstrate several payments he made to Facebook to advertise his landscaping services. [TD Bank Account 8561]. Rego typically requested Facebook users contact him directly for further details on his services.

[Figure 7 – Rego Facebook Post on Foxborough MA Online Yard Sale]

If Rego receives enough interest from a potential customer he arrives at their home to accept a down payment and books a start date for the job. From that point on, his relationship with the client deteriorates, as he does not deliver on the work promised. Rego arrives on the start date and typically begins a small amount of work, after which he requests more money from the customer, claiming additional money is needed for him to successfully complete the job. There are numerous instances where Rego made a superficial effort to commence a concrete project, such as digging a small hole or having minimal materials delivered to the job site, but ultimately never returned to complete the job. The majority of victims indicated Rego brought his children to jobsites usually coinciding with when he needed to collect a payment from a customer. Rego presented himself as “charming” “friendly” and a “family man” to his customers.

Rego lacks experience and qualifications for someone operating a landscaping business servicing Massachusetts and Rhode Island. Records obtained from the Massachusetts Office of Public Safety and Inspection pursuant to a grand jury subpoena indicate Rego lacks a valid hoisting license mandated to operate the type of heavy machinery required in large scale landscaping jobs. Records obtained from the Massachusetts Department of Occupational Licenses pursuant to a grand jury subpoena reflect Rego never registered in Massachusetts as a home improvement contractor and was never licensed as a construction supervisor. [Division of Occupational Licensure Office Records letter dated 4/29/22].

It appears Rego lacks any formal training in the field of cement work, construction, or landscaping. The application Rego submitted to join a local construction union was rejected. Records obtained from the Laborers Local 560 located at 681 Main Street in Waltham pursuant to a grand jury subpoena reflect that on May 30, 2019, Rego’s membership application was rejected after he provided two checks returned due to insufficient funds. Angela Coleman, Field Representative/President of the Laborers local #560, informed investigators Rego was never a member of the #560 union.

Rego owns no office space for his multi-state landscaping business. It does not appear Rego utilized office space or owned storage or warehouse space for any of his numerous landscaping businesses. Investigators found no records indicating Rego ever purchased trucks, or other all-terrain vehicles typically utilized in the landscaping field for transporting materials, equipment, and employees to job sites. The only vehicles referenced in the three credit reports associated with Rego were for the purchases of a motorcycle, 2016 Dodge Caravan and a BMW. [Experian Credit Report – Eli Rego]. Many customers recalled being confused when Rego arrived for work alone in his black BMW.

In October of 2020, **victims Arthur and Maria Demma paid Rego nearly \$3,000.00 for construction of a new deck and walkway at their home located at 10 Ronald Drive in Worcester.** Rego arrived on the first day in his BMW and dropped off an employee he charged with “excavating the property.” The employee lacked a single tool. The employee stood around for nearly forty-five minutes “surveying the land.” Maria Demma told the employee if he wanted he could borrow her wheelbarrow. Rego eventually returned to the jobsite armed with two small shovels. Rego and the other employee dug a hole for “about hour” until they claimed to hit a large rock. **Rego told Maria Demma he needed additional money to rent an excavator needed to remove the rock. Maria Demma provided him with the additional money.** Rego left telling Maria Demma he would be back the next day with the excavator to

“get the job done.” **Rego never returned with an excavator and never finished the job.** Arthur Demma estimated the hole dug by Rego was about three inches deep and twenty-five feet in length.

Maria and Arthur Demma messaged Rego repeatedly asking him to come back and finish the job. Rego told them he could not come back because his son was sick and two of his employees had serious health issues. He also mentioned he “had a lot going on.” Rego continued assuring the couple he would be back soon to finish the job. At one point, Rego told the couple he scheduled concrete to be delivered on November 20, 2020. The concrete was never delivered. **Rego stopped answering their calls and ignored their text messages. Arthur Demma told Rego he would get an attorney if Rego did not return their money. Rego responded with threats to sue them.**

Maria Demma reported the situation to her son, Michael Demma, and asked him for help getting their money back. Michael Demma reached out to Rego on Facebook asking if he intended to finish his parent’s job. Rego ignored several of his messages. Michael Demma responded by posting several negative comments on Facebook and “tagging” Rego’s friends and family. Michael Demma warned people not to hire Rego for landscaping services.

[Figure 8 – Michael Demma Facebook Review]

Michael Demma’s negative postings likely prompted Rego to contact Michael and agree to return the money. **Rego made the return of the money conditional on Michael Demma removing all his negative ads on Facebook.** Rego indicated he needed until after Christmas because “he was flat broke.”

Rego failed to send any refund by December 25, 2020. A few days later Michael Demma messaged Rego asking if he was going to return the money. Rego responded that he was being harassed for just “trying to do his job.” **Rego claimed he mailed the refund via certified mail and estimated it would be arriving within a day.** Demma asked Rego to take a photograph of the certified letter. Rego declined indicating he could not take a photograph since his office was “closed for the day.”

[Figure 9 – Michael Demma Message]

The Demmas spent months trying to get their money back. Michael Demma posted negative review of Rego on Facebook. On January 3, 2021, Rego sent Heather Demma (Michael Demma’s wife) a refund via Venmo from @eli-rego in the amount of \$800.00. [@eli-rego Venmo transaction #68]. Rego never returned the remaining \$4,200.00. The Demmas gave up on trying to collect the remaining stolen money. The certified letter Rego claimed to have mailed never arrived.

Rego avoided purchasing a truck or trailer since it appears he never transported his own equipment to any of his many job sites. Rego primarily rented all his landscaping equipment. Investigators observed several charges on his TD Bank Account for equipment rentals from Country Rentals, Falmouth Taylor Rental, and Shaugnessy Rental Sales. **Rego’s system of renting landscaping equipment on a job-by-job basis frequently caused delays and**

hindered any progress at the majority of his jobsites. The delays were often caused by lack of funds in Rego's bank accounts needed to rent the equipment. Rego never shared his financial strains with customers and, instead, mainly fabricated excuses, which shifted blame onto third party vendors.

Although Rego offered landscaping services across two states, it appears his staff consisted of only three men. The @eli-rego Venmo account reflects Rego regularly provided payments to three of his employees, Daniel Devargas (smkyblunt8@gmail.com), Kevin Cabral (kencabral13@gmail.com) and Michael Pinto (gofukauself@gmail.com). The memo associated with these transfers is almost always marked "work." **Investigators spoke with Michael Pinto who confirmed he worked with Rego until November 2021 when he quit because Rego owed him nearly \$4,000 in back pay.**

It is unclear when the other two men stopped working for Rego but the Venmo records for @eli-rego indicate that around April 5, 2021, Rego lacked funds to pay the men for their work. [@eli-rego Venmo transaction #563]. The Venmo records for @eli-rego reflect Rego attempted several transfers to the men for "work" that were declined because Rego's bank accounts lacked sufficient funds to cover the Venmo transactions. There is nothing contained in either the TD Bank Accounts or Citizen Bank Accounts which reflects Rego later paid the men for their work.

Employee Michael Pinto spent months trying to collect his back pay from Rego. On January 11, 2022 Somerset Police went to Rego's home address of 157 Lincoln Avenue in Somerset because Michael Pinto was parked outside his home refusing to leave unless Rego paid him for the work he completed on several landscaping projects. **When Somerset Police arrived, Pinto told them he worked at several jobsites with Rego who told him to stop working since they "couldn't get any more money out of the customer."** Pinto indicated Rego did this several times to people over the years. [Somerset Police Department Incident Report #22-38-OF].

Investigators subsequently spoke with Pinto who indicated "he left Rego's company [because] he had a problem with Rego's ethical business practice." Pinto indicated Rego sometimes took payments from his customers and never returned to do any work. **Pinto indicated Rego is "a professional liar and will make up elaborate excuses for why a project was not started or finished until the customer loses interest and hires another company."** Pinto indicated during his year of employment Rego only completed two projects. Pinto estimated Rego initiated this fraudulent operation over fifty times with customers. [Hingham Police Report # 22HIN-12-WA].

Pinto sometimes tried warning customers about Rego's deceitful tactics. **Victim Kathleen Wilcott of 7 Oak Street in Wareham hired Rego to construct a patio in her backyard.** After Rego completed her patio Wilcott expressed frustration that a portion of her **patio appeared discolored.** Rego promised her he would be back soon and rub the patio down to make it all match. **Pinto pulled Wilcott aside and warned her "he is never coming back."** Rego never came back and the patio remains discolored. Rego ignored several messages from Wilcott asking if he intended to come back and repair her patio.

Rego concealed his inexperience from several victims by providing photographs of concrete projects he falsely claimed to have constructed. When customers asked Rego about his background, he provided several photographs as examples of his past work. Investigators performed a Google search on several of the images Rego claimed as his own work. (A google search on an image will return results from other locations on the web that have the same or

similar image). The results of these searches revealed that at least three of the photographs for which Rego took credit for were originally posted on websites for landscaping services not affiliated with Rego.

[Figure 10 - Concrete Work Posted on Atlantis Concrete Construction Facebook Page]

Rego sometimes bolstered his background by providing victims with fake references. One victim, Alan Ryan, recalled Rego provided him with a reference named “Jen.” Rego indicated “Jen” was one of his many satisfied customers. Ryan contacted “Jen” for a reference and left her voice mail. Later when “Jen” called Ryan back his phone identified the caller as “Lucretia Rego” who investigators recognize as the name of Rego’s mother.

[Figure 11 – “Jen” Reference Rego Provided to Alan Ryan]

Investigators have attempted to contact all known customers of Rego/Atlantic Concrete Construction/Atlantis Concrete Construction. Investigators located these customers by reviewing the following records: Rego’s TD and Citizen bank accounts; Venmo history associated with @eli-rego and @acc-lcc; material delivery orders and invoice slips from various third-party vendors associated with either Atlantic Concrete Construction or Atlantis Concrete Construction; and online reviews regarding Rego’s various landscaping companies. Investigators obtained records pursuant to a grand jury subpoena from Bizpedia for the personal information and contact information for all users who posted reviews of Atlantis/Atlantic Concrete Construction on the website. **All victims expressed frustration and anger over unfinished jobs, numerous broken promises, and indicated repeated efforts to either get Rego to finish their job or return their stolen money.** Rego rarely answered his phone, and his voice mailbox was often full, so victims were unable to leave him a voicemail.

Investigators obtained records pursuant to a Plymouth County grand jury subpoena from TD Bank and Citizen Bank for all accounts held by Rego. A review of these bank records demonstrates Rego routinely liquidated funds he received from victims and converted the funds to his personal use very soon after receiving them, thereby preventing their intended and promised use to complete a particular concrete construction project. **Rego has extensively co-mingled his personal finances with that of his corporate accounts. The TD Bank records reveal that after Rego stole \$31,000.00 from victims located in Hingham he spent nearly \$9,000.00 on a trip to Disney World.** The Venmo records for @eli-rego reflect that shortly after Rego received large payments for jobs he never completed, he transferred funds to Jennifer Lopes (Jennifercalmeira@yahoo.com). Investigators recognize this name as Rego’s girlfriend and the mother of his children. Typically, whenever Rego transferred funds to Jennifercalmeira@yahoo.com he marked with transfer with a memo that read “Love.” It should be noted that when Rego and Lopes leased a BMW from Herb Chambers Lopes listed her current occupation as “manager of Atlantis Concrete Construction.”

Further hindering Rego’s ability to successfully complete any jobs was his lack of financial resources. The analysis of Rego’s bank accounts [TD Bank and Citizen Bank] reflect that despite Rego collecting significant payments from multiple customers his personal and corporate bank accounts were nearly empty for the vast majority of 2021.

The bank records indicate the following information:

***8561 – TD BANK - January 26, 2021 account balance was -172.08
***6232 – TD BANK - January 1, 2021 account balances was -407.19
***7002 – TD BANK - January 1, 2021 account balance was -17.69
***1362 – TD BANK November 6, 2020 account balance was -740.37
***9468 – TD BANK - account closed on August 13, 2019
***2901 – CITIZEN BANK – June 1, 2021 account balance was -1,818.13

The lack of funds in any of his bank accounts caused Venmo to black list the account @eli-rego in April 2021.

Rego's financial situation has not improved. Investigators are unaware of any active bank accounts held by Eli Rego. Rego's Venmo accounts remain either deactivated or blacklisted. *[Rego appears to never have used the @acc-llc Venmo account likely because shortly after he activated it he decided/was forced to change the name of his company to Atlantis Concrete Construction]*. Investigators reviewed three credit reports associated with Rego that were authorized in the course of the grand jury investigation by the Plymouth Superior Court [Hon. Maynard Kirpalani – Presiding in Plymouth]. The credit reports provide further evidence of Rego's significant financial strains. **The credit reports document Rego had a lengthy history of delinquency with his creditors that often resulted in his credit accounts being terminated and charged off by the companies.** Rego failed to make payments on a credit account associated with his purchase of a vehicle from Harley Davidson [#20170527983554]. After repeated missed payments, the Harley Davidson account was charged off at a loss in the amount of \$7,991. [Via Transunion Credit Report – Eli Rego]. The credit report reflects Rego failed to make payments on his account with Acceptance Now. After Rego repeatedly missed payments, the account was charged off at a loss in the amount of \$1,691. **Seven of Rego's credit accounts are now associated with various collection agencies.** [Via Experian Credit Report – Eli Rego].

Rego also owes significant monies in judgments entered against him in Massachusetts and Rhode Island and has faced multiple evictions and lawsuits also in Massachusetts and Rhode Island. Rego has been evicted from several properties for his failure to pay any rent. He has repeatedly defaulted on civil judgments levied against him resulting from claims filed against him and his assorted concrete businesses. On November 29, 2018, the Sixth Division District Court of the State of Rhode Island entered a judgment against Rego in the amount of \$1,664.28. Rego failed to make a single payment towards the judgment and the current balanced owed is \$2,335.52.

On August 24, 2021, Rego defaulted on a civil matter and the Sixth Division of Rhode Island entered a judgment against Rego in the amount of \$2,000.00. [Docket 6SC-2021-00200]. Rego faces a judgment in the amount of \$13,650.00 in Taunton District Court. [Benjamin F. Preacher v. Eli B. Rego Docket No. 2134 CV 0432]. **Victim Preacher's** attorney served Rego with the paperwork on November 2, 2021, by certified mail. Rego never responded to the letter and defaulted on the matter. As of April 28, 2022, Rego has still not responded to the claim. [Investigators spoke with Attorney Keith G. Langer who represents Preacher in the matter]. The Central Housing Court entered a judgment against Rego in the amount of \$9,147.90 for his failing to pay rent. [Docket No. 19H8SSP002557]. Rego currently faces a \$1,788.19 small claim in Taunton District Court for failure to provide payment for concrete materials. [Docket No: 21562829]. Marlborough District Court Docket 1821SC000471 reflects that on August 29,

2018, the Court entered a judgment against Rego in the amount of \$1,067.77. Civil Docket 1832SC00971 indicates that on May 14, 2021, the Court entered a judgment against Rego in the amount of \$7,246.73. Civil Docket 1949SC000202 indicates that on March 28, 2019, the Court entered a judgment against Rego in the amount of \$1,655.44. Wrentham District Court Docket 1857SC000084 reflects that on April 17, 2018, the Court entered a judgement against Rego in the amount of \$1,228.56 for Rego's failure to make monthly payments on a storage unit. Milford District Court Docket 1866SC000048 reflects that on April 10, 2018, the Court entered a judgement against Rego in the amount of \$834.69 as a result of Rego failing to make payments on his TD Bank credit card for nearly a year. **A review of the civil dockets for all these small claims and housing matters demonstrate Rego routinely defaults on civil claims.** [MA 1949SC000202 3/27/19 – “Disposed by defendant's defendant”]. The civil dockets reflect Rego rarely, if ever makes any payments towards the judgments.

Taunton District Court Docket 1831SC001936 reflects that on January 30, 2019, after Rego failed to appear the Court entered a judgement against him in the amount of \$5,167.45. Todd Bartolomeo, the plaintiff, indicated “On May 22, 2018, I entered into a contract with the defendant to pave my pool area with concrete. I paid him a total of \$5,250.00 out of the total agreed upon price of \$9,000. He did a little bit of work but never came back despite repeated promises to finish the job. I am seeking the money I paid him in advance less the value of the actual work he did in addition to damages I incurred because of the job not being completed.” [Dated 12/20/18].

Victim Jason Damon hired Rego for **construction of a concrete foundation for his family pool located at 4 Wolf Hill Drive in Swansea, MA.** On March 5, 2021, Damon provided Rego with an initial \$500 down payment. This transaction is confirmed on the @eli-rego Venmo records and listed as transaction #429. **Damon provided Rego with an additional \$7,000 in payments.** These transactions are confirmed on the @eli-rego Venmo records and listed as transactions #610 and #615. After Rego tore up the existing concrete he failed to return and complete the job. **Damon spent the next fifteen months texting and calling Rego trying to get him to return and finish the job. Rego eventually stopped answering his messages.** Rego consistently provided Damon with assorted excuses for his failure to return and complete the job. Damon resorted to hiring new contractors to complete the construction. Rego repeatedly promised but failed to return his money.

[Figure 12 – Jason Damon Unfinished Pool and abandoned wheelbarrow]

When customers confronted Rego over the outstanding civil claims Rego denied any of the claims involved him and assured customers his “record was clean.”

[Figure 13 – Marcucci Text to Rego]

The significant financial strains is offered to demonstrate how unqualified and unfit Rego was to accept payments for the numerous jobs he undertook around Massachusetts and Rhode Island in 2020 and 2021. Rego's financial instability further increased his difficult in paying for the cost of manual labor, materials, rental equipment, and general expenses involved in traveling back and forth across the state of Massachusetts. Accordingly, Rego was not in a

position to accept the vast majority of these jobs, as he should have realized he never would be able to cover the costs and successfully complete any of these jobs.

Rego's lack of equipment at his job sites is corroborated by numerous victims who told investigators Rego appeared at jobsites underprepared and lacking equipment. One Yelp reviews references a job where the only tool Rego brought with him was a "rusty shovel."

Victim Holly Ewell hired Rego in early 2017 to fix the pool located at her home at 36 Orchard Drive Plymouth, MA. On the scheduled start date Rego arrived at her home alone in his black BMW. Ewell told investigators she was confused and approached Rego, asking "how are you going to do such a large scale job like this without any equipment?" Rego shrugged and told Ewell he probably would have to "rent a truck or something." [Investigators note the Transunion Credit Report for Rego reflects BMW FIN SVC (QOOOO3019) as one of Rego's many creditors]. Rego promised Ewell the job would only take him a few days but because of delays caused in finding available rentable equipment, the job languished unfinished for nearly two months. Ewell told investigators that at one point Rego grabbed her old boat ["a dingy"] stored near her garage, placed it in her pool, and his employees used it to float around while attempting to fix the edges of the pool. **The work Rego eventually completed caused so much damage to the pool, Ewell was forced to pay nearly \$50,000.00 to have the entire pool torn out last year and replaced.**

[Figure 14- Rego Arrives for Work At Diane Kramer Oblemis' Home]

Victim Jeff Sjursen hired Rego for the construction of a large patio in the backyard of his home at 290 Lincoln Street in Revere. On March 13, 2021, Sjursen provided Rego with an initial \$500 down payment. This transaction is confirmed on the @eli-rego Venmo records and listed as transaction #601. **After accepting the down payment and promising he'd be back soon, Rego vanished for several weeks.** Rego failed to return any of Sjursen's numerous phone calls. When Rego finally reappeared at Sjursen's home, he brought his children and rambled incoherently for several minutes about how wood prices had "really gone up the last couple weeks." **Sjursen declined to give him additional money. This was the last time Sjursen ever saw Rego.** Sjursen attempted numerous times to contact Rego without success. Ultimately, Sjursen gave up on getting his \$500 deposit back since "finding a lawyer and filing a small claim against Rego would cost a lot of money."

Victim Kevin O'Keefe hired Rego on May 10, 2021 to construct a new patio in the backyard of his home located at 15 Ash Street in East Bridgewater. O'Keefe provided Rego with a \$500 down payment for the construction of the patio. Kevin O'Keefe struggled to reach Rego for several weeks. Rego later explained his lack of communication was because he was on a big "loud" machine that made it hard for him to hear his cellphone. He later apologized for missing numerous calls because he was at a graduation celebration.

[Figure 15 – O'Keefe messages and messages Rego]

Rego showed up for work one day and used "an old tool" to rip up a section of the back yard. Rego requested Kevin O'Keefe provide him with an additional \$1,000 to purchase boards and cement. **O'Keefe provided Rego with another \$1,000.00 which Rego electronically deposited while in his driveway.** Several days later Rego returned with a few wooden boards

that were the wrong size for the proposed patio. Rego never returned and finished the job. The cement was never delivered. O’Keefe messaged Rego numerous times for the company he allegedly ordered the concrete from for the job. Rego repeatedly ignored the request and continued to promise he would be back “soon.” Eventually, when pressed by Kevin O’Keefe, Rego told him he ordered the concrete from Graziano’s. Kevin O’Keefe contacted the business and learned Rego never placed an order for concrete. Rego refused to return any money. Rego later blamed O’Keefe for making him “depressed” when O’Keefe texted him about stealing his money.

[Figure 16 – Kevin O’Keefe Texts to Rego]

The extent of work Rego completed before he abandoned the job at O’Keefe’s home consisted of tearing up some grass and laying a few wooden boards across the backyard.

Figure 17 – O’Keefe “Job Site”

Victim Wayne Dubois hired Rego on March 4, 2021 to construct a new patio in the backyard of his home located at 10 Burke Lane in Granby. Dubois provided Rego with a \$500 down payment for the construction of the patio. This financial transaction is contained on the @eli-rego Venmo records and listed as transaction #427. Dubois struggled to reach Rego for several weeks. Rego later explained his lack of communication with Dubois was due to his phone “never being turned on.” The assorted text messages victims provided to investigators negate Rego’s claim and demonstrate his phone remained active during the timeframe he failed to respond to Dubois. **When Rego’s employees finally came to start the job they arrived in a rented Home Depot Truck and possessed one tool. [TD Bank Account 6232 – 3/5/21]. Dubois described the tool as some “rusty ten year old yard rotary cultivator.” Alarmed by the lack of equipment Dubois fired Rego. Rego failed to return his down payment.**

Rego rented several pieces of landscaping equipment at Gloucester Party and Rental located at 32 Maplewood Avenue in Gloucester for a job he was hired to complete at 95 Gloucester Ave. in Gloucester. **A victim, Gina Anderson, provided Rego with \$500 down payment replace the front walkway at her home. [@eli-rego Venmo transaction #612]. After Rego accepted her down payment he vanished for several weeks failing to respond to numerous calls and messages.** Anderson repeatedly asked Rego for updates on the start date. When Rego’s employees arrived, they brought minimal tools and spent a few hours tearing up her old asphalt walkway. **When the employees finished work for the day, they left large pieces of black asphalt scattered around her front yard.** Anderson frequently called Rego requesting he return to remove the asphalt. Rego told Anderson he did not own a dumpster and, therefore, he could not remove the asphalt. **Rego demanded Anderson give him more money so he could afford to rent a dumpster. Anderson refused and Rego never returned.** The large chunks of asphalt remained in her yard for several weeks until she hired a new company to clean up the mess. **Anderson learned Gloucester Party and Rental blacklisted her family because Rego rented the equipment under her husband’s name.** Rego failed to return the equipment to Gloucester Party and Rental and ignored their repeated calls, demanding he return the missing items. [This incident is referenced in Somerset Police Department Report #21-372-OF.] Gloucester Party and Rental reported the equipment stolen; police later recovered it a different jobsite Rego abandoned.

Rego also took \$500 from victim Brian Anderson, who lives at 17 Western Avenue in Gloucester. [@eli-rego Venmo transaction #612]. Brian Anderson hired Rego to construct a patio in his backyard. After several weeks passed, and because Rego had not started the job, Brian Anderson demanded his money back. Rego claimed he could not return the money because he was “having issues with [his] Venmo account.” There were no technical issues with the @eli-rego Venmo account. Venmo records for @eli-rego reflect regular transactions occurring around this time frame, including Rego purchasing a \$36.00 lunch at Chili’s with his Venmo card. Rego never returned the money and avoided all further calls from Brian Anderson.

Investigators reviewed numerous text message exchanges between Rego and victims. These text messages indicate Rego routinely ignored numerous text messages and calls he received from concerned customers. Most of the text messages investigators reviewed follow the same trajectory – victims start off friendly and excited about their project, become concerned about delays in the job, and eventually become angry and confrontational once they realize Rego has no intention to finish their job.

[Figure 18 – Rego Text Message Exchange with James Keenan]

If customers actually reached Rego on his cellphone he typically provided them with an array of excuses for the lack of progress on the job. Rego typically strung his victims along for weeks, months and sometimes even years by continuously providing excuses and false promises he would return “real soon” and “get the job done.” One victim, Jeanet Ladino-Otero, hired Rego on October 6, 2020 to build a small patio in the backyard of her home located at 5 Torrington Lane Acton, MA. Rego promised Ladino-Otero the job would be done “in a few days.” Nearly two years later, Ladino-Otero’s patio remains unfinished. Ladino-Otero informed investigators that on April 25, 2022, she surprisingly received a call from Rego who promised he would be back sometime in the week, “either Wednesday, Thursday, or Friday” to finish the job. Rego also warned Ladino-Otero she should not to talk to anyone claiming to be an investigator “because they might be a con artists trying to whe her.” Rego ignored subsequent communication from Ladino-Otero after he failed to return and finish the patio. Thomas Pollicastro told investigators if he sat down and calculated the time he spent chasing after Rego “it would probably be the equivalent of several days.”

[Figure 19 – Rego Text Message to Susan Curran]

Victims Susan and Donald Curry told investigators that after they hired Rego to install a walkway and railing at their home at 415 Armistice Way in Pawtucket they “wasted” nearly five months chasing after him trying to get him to return and install the railing. Rego blamed the delay on installing the railing on “supply chain issues.” When the Currys hired Rego he promised the job would take “a few days.”

Rego never returned to fix any mistakes found at his job sites. A victim, Brad Weaver, hired Rego for construction of a new patio for his home at 104 Dover Street in Pawtucket and complained when Rego splattered wet cement all over the side of his garage. The cement hardened and could not be removed without causing damage to the structure.

Weaver repeatedly called Rego and asked him to return to remove the cement. Rego continuously provided assurances he knew how to get the cement off and he “would be back real soon”. **Two years later Rego has still not returned to the job and the cement is still stuck on Weaver’s garage.**

Rego left cement splattered on the exterior of the home of **victim Marc Uzzell**. Marc Uzzell paid Rego \$3,500 sometime in April 2021 to construct a patio for his home located at 56 Donahue Drive in Whitman. Marc Uzzell moved into the home a month earlier and wanted a patio in the backyard. Rego complete the patio but sprayed cement all over his yard, stairs, and around the exterior of the home. Uzzell spent weeks trying to get Rego to come back and remove the cement. Rego never responded to his messages and eventually blocked him.

After Rego completed construction of a patio at **victim Alanah Gustavson’s** home at 17 Reo Road in Maynard, Gustavson **found pieces of concrete hidden around her yard. Rego refused to come and clean up the concrete, claiming he couldn’t because he did not own a dumpster.** Rego also never returned to retrieve a wheelbarrow and some tools he left on her property. **Rego also poured the concrete foundation without clearing the foundation which left the new patio riddled with outlines of numerous cemented leaves and stones. He also “accidentally” cemented an old brick into the foundation.**

[Figure 20 – Gustavson Concrete Piles]

Around October 1, 2020, **a victim, Scott Quigley paid Rego \$5,000.00 for the construction of a new patio for his home located at 409 Coronation Road in Franklin.** Rego failed to start the job for two months. He ignored repeated requests from Quigley to provide an update on the job. **In December 2020 the concrete was poured for the patio. Rego and several employees walked on the wet cement as they attempted to smooth over portions of the patio. This left several large imprints in the foundation of Quigley’s new patio.**

[Figure 21 – “Smoothing” for Quigley Patio]

This embedded imprints immediately caused the foundation to splinter and crack. In the ensuing cold weather, the cracks grew larger and spread across the patio.

[Figure 22 – Quigley Patio Foot Imprints]

Quigley spent the next eight months messaging Rego asking him to return to his home and fix the cracked foundation. Quigley sent Rego several photographs of the cracks and indicated they were growing larger. **Rego repeatedly promised Quigley he would return and repair the foundation. Rego never returned and ignored numerous requests from Quigley asking for his money back.** Quigley found numerous negative reviews online of people claiming Rego “ripped them off” and figured he had no chance of getting his money back. He gave up on ever collecting his stolen money.

In some instances, Rego completed a significant amount of work on his jobs before vanishing and cutting off all communication with the customer. **Rego also habitually abandoned various tools, equipment and torn up damaged yards when he left a job, especially if customers fired him and demanded their money back.** In the case of the Ewell pool, Ewell informed

investigators that when she hired Rego to fix her pool she frequently came home and found his tools submerged underwater resting at the bottom of her pool.

When Rego abandoned his job at victim Courtney Soares's home, he left various tools scattered around her yard. Rego failed to return and finish the job. **After failing to show for several weeks Rego messaged Soares asking if he could come and collect his tools. Soares agreed if Rego agreed to return her money. Rego blocked Soares on his cellphone, never returned her money, and never retrieved his tools.** [@eli-rego Venmo transaction #766].

Victims Teresa and Alan Ryan of 47 Hyde Park Circle in Uxbridge hired Rego to construct a patio in their backyard. The job was expected to take three to four days. After providing Rego with a \$500 down payment, Rego and two of his employees arrived at the property with a rake and a rototiller and dug up their backyard. [@eli-rego Venmo transfer #603]. At the end of the day, **Rego asked for an additional \$3,000. Rego told the couple he could not afford to pay for the concrete "out of pocket" and asked the couple to transfer \$3,000 on Venmo. The couple agreed and on April 17, 2021, transferred \$3,000.00 to Rego.** [@eli-rego Venmo transfer #761]. Rego promised he would be back in a few days to complete the job. **Rego never returned and ignored numerous messages from both Teresa and Alan Ryan.** When Rego finally answered the Ryans, he blamed delays on assorted excuses including the cement plant being backed up, his kids being sick, crew members being sick, and poor weather. **Rego eventually blocked the couple on his cellphone.** Ryan contacted Uxbridge Police and reported he was the victim of a larceny. Acushnet Police reached out to Rego who indicated he had every intention to finish the job. **Rego never returned and never gave back their money. Rego also did not return to collect his tools or equipment, including a tamping machine. Rego left the back yard in disarray.**

[Figure 23 – Alan and Teresa Ryan's Back Yard]

Rego's abrupt abandonment at his job sites sometimes created safety risks for homeowners. Victim Lili Maltais informed investigators she **hired Rego in July of 2017 to construct an 800 square foot concrete patio in the backyard of her home located at 9 Morning Drive in Westport. Rego accepted a down payment, but quickly indicated he couldn't pour the concrete without her providing the full payment of \$6,500.00.** Maltais agreed and provided Rego with the full payment. **After "significant delays" Rego blamed on "personal issues," Atlantis Concrete Construction employees arrived at her home and proceeded to dump concrete around her backyard. The crew left without smoothing over any of the wet cement. The concrete hardened into "a giant lump" covering most of the backyard.** The concrete formation was "rough and jagged." Maltais, fearing her two young children might get hurt, refused to let them play in the yard. Rego ignored numerous messages from Maltais demanding he fix her yard. **Rego never returned any of her money.**

[Figure 24 - Lili Maltais Patio]

On May 8, 2018, Maltais filed a small claim against Rego in Fall River District Court [Docket No. 1832SC000971]. Rego failed to appear and on June 19, 2018, the Court entered a judgment against Rego in the amount of \$7,246.73. Maltais informed investigators she has not "received a single penny from Rego." [This is reflected in Docket 1832SC000971 which reflects judgement

entered after “defendant failed to appear.” Maltais called this “one of the worst experiences of her entire life.” It left her young children without a backyard to play in for nearly two years.

Rego also left behind a pile of concrete at victim John Bosse’s house located at 3 Clifton Road Johnson, Rhode Island. After Rego botched the patio at Bosse’s home earlier in March 2021, he told Bosse he wanted to “make it up to him” and agreed to build a concrete deck on the side of his home. Around April 1, 2021, **Rego asked Bosse for a \$500 down payment. After Rego deposited the check he never returned to complete the job. He ignored numerous messages and texts and left Bosse with a dug up back yard.**

[Figure 25 – Bosse Back Yard]

On May 15, 2022, **a victim, James Heres, hired Rego to construct a new retaining wall for his home located at 9 Delancey Way in Plymouth. Heres provided Rego with nearly \$5,500.00 for the construction of the retaining wall.** [@eli-rego Venmo transactions #605; #608; #767; 768]. Rego arrived on the first day of the job with his children and used a rented excavator to tear out the existing retaining wall. [TD Bank Account 6232 – Shaugnessy Rentals]. After Rego finished digging up the front yard, he told Heres he would be back soon to finish the job. **Rego vanished for several weeks and ignored numerous text messages from Heres. Rego never finished the job and blamed the failure on an unspecified “medical emergency.”** For nearly four months, Heres’ yard remained torn apart until he could afford to hire a new landscaper. Rego’s abandonment left Heres’ home without a front staircase to his home or exterior lighting. The new landscaper later informed Heres that whoever dug up his yard “clearly didn’t know what he was doing and did everything wrong.” **Rego stopped accepting calls from Heres and never returned any of his money.**

[Figure 26 – Heres Torn Up Front Yard]

Rego purchased the materials for the retaining wall at to Emerald Landscape Supply Company located at 38 Hedges Pond Road in Plymouth, MA 02360 in the amount of \$3,280.09. Rego provided a check to Emerald Landscape Supply, which was later returned due to insufficient funds. [TD Bank Account 6232 Check #110]. Rego assured the business he would come to the store with the full payment, “cash in hand”. Rego never appeared or returned the money, and subsequently ignored all further calls from the company. [Emerald Landscape Supply Sales Order #6568]. Heres later discovered Rego ordered the wrong amount of bricks needed to construct the retaining wall. The bricks sat in his driveway for months until he could afford to hire a new landscaper to complete the job.

[Figure 27 – Emerald Landscaping Certified Letter to Rego]

On March 5, 2021, Victim James Keenan provided Rego with a \$500 down payment for the construction of a small patio at his home at 55 Ellis Avenue Onset. Rego brought his children when he met with James Keenan and collected the check. Rego indicated the job would be “easy” and would be completed “within three days.”

A few days later Rego’s employees arrived for work in a rented Home Depot truck and dug up the entire backyard. **On April 7, 2021 James Keenan gave Rego an additional payment of \$1,250.00. Rego promised James Keenan the second payment would go directly towards**

his purchase of wooden forms and concrete. Rego told James Keenan he contacted a concrete company and that he scheduled the cement pour to occur in three days. Rego told James Keenan he would return in three days for the cement pour and finish the job.

Rego never returned and never finished the job. Rego ignored numerous messages and calls from James Keenan asking him to return and finish the job.

[Figure 28 – Keenan Text Messages]

James Keenan spent the next three months texting and calling Rego trying to get him to return and finish the job. Rego stopped answering his messages. Rego ignored his calls. James Keenan works the night shift at the Boston Globe which hindered him from filing a small claim against Rego.

[Figure 29 – Keenan Torn Up Back Yard]

On October 21, 2021, **victim John Charbonneau paid Rego \$4,000.00 for the construction of a new walkway and staircase at his home located at 15 Angora Avenue in Acushnet.** Rego deposited John Charbonneau's check and returned with a small rented jackhammer he used to knock out one step on the staircase. Rego worked for about "forty five minutes" and left promising he would return the next day. **Rego failed to return and finish the job for several days.** Rego ignored numerous messages from John Charbonneau. Several weeks passed before **employees from Atlantis Concrete Construction returned and finished knocking out the entire walkway and staircase. The employees tossed numerous smashed stones and concrete pieces around the front yard.** John Charbonneau contacted Rego expressing concern someone might get hurt on the rubble. Rego assured John Charbonneau he would be back to "take care of the situation." **Rego eventually returned and "took care of the situation" by placing strands of yellow caution tape over the rubble.** The stones remained in the front yard for nearly two months. Rego continued to ignore numerous texts and phone calls from John Charbonneau. Rego occasionally messaged John Charbonneau, assuring John Charbonneau he would have a dumpster delivered to his property "soon" and remove all the stones. A dumpster was never delivered and the stones remained scattered in his yard for another two months. John Charbonneau spent months worrying someone might get injured on the rubble. **On November 19, 2021, John Charbonneau contacted local authorities and reported he was the victim of a larceny.** Acushnet Police contacted Rego; he assured police he had "every intention to finish the job but [lacked] the equipment needed [to complete the job]." [Acushnet Police Department Incident #7826]. **Rego never finished the job, or returned any of John Charbonneau's money.**

[Figure 30 – John Charbonneau Walkway and Staircase]

On March 22, 2021, **victims Monica and Keith Wild paid Rego \$4,500.00 for the construction of a patio at their home located at 261 Cushman Road in Rochester.** Rego did minimal work at the property, essentially just tearing up a small section of their yard. When Rego vanished for several weeks he left behind a mini-skid steer with equipment and a saw trailer. The construction equipment remained parked on the Wild property for nearly two weeks. Rego rented this equipment from Home Depot. [TD Bank Account 6232 – 3/31/21 Home Depot

(2)]. **When Home Depot charged Rego for failing to return the equipment, his credit card was declined. Rego subsequently blocked all calls from Home Depot on his cellphone. A Home Depot manager observed Rego only answered her calls if she contacted him from her personal cellphone.** Home Depot contacted the police and reported the equipment stolen. Police located the stolen equipment at the Wilds' home and removed the stolen equipment. [Somerset Police Department Report 21-372-OF]. Somerset Police also found landscaping equipment inside the truck that Rego failed to return to Gloucester Party and Equipment Rental. **Rego never finished the job or returned any money to the Wilds.**

[Figure 31 – Rego Text Messages to Keith Wild]

Rego owes Home Depot around \$25,284.00 for charges accumulated during the seven weeks the truck remained missing. [Home Depot Contractor #222855].

On October 26, 2020, victim Benjamin Preacher paid Rego nearly \$9,000 to replace his existing driveway and create a concrete deck and walkway at his home located at 330 Broad in N. Attleboro. Rego told Preacher the job would take him two weeks to complete. On the first day, Rego and his brother Nelson Rego brought a rented excavator to tear up Preacher's driveway. Rego told Preacher he would be back the next day to pour the cement. **Rego failed to return for nearly two months. Rego blamed the delay on his sick son, a death in the family, rain, and his own health issues. The cement was delivered and poured at Preacher's home in December of 2020. The driver who delivered the cement warned Preacher cement typically should not be poured in the winter months because cold weather creates risk of the new cement "fracturing." Rego assured Preacher the cold weather would not be an issue if Preacher refrained from shoveling his driveway in the winter. The driveway, deck and walkway were completed in January 2021. Rego told Preacher he would return to the following day to seal the concrete. Rego avoided numerous calls from Preacher and failed to return for several months.** Preacher adhered to Rego's advice and refrained from shoveling any of the new cement. **The cement began to immediately "flake" and several sections of the driveway and walkway cracked apart. Preacher noticed cement splattered on the siding of his home. The cement hardened and cracked the foundation of his home, causing substantial flooding in the home.** Preacher contacted Rego asking him to return to finish the job. Rego promised he would return soon to "finish his job." Rego never returned. Preacher waited nearly seven months before he retained an attorney. **When Rego learned Preacher consulted an attorney, he asked Preacher, "how can you do this to family?" Rego promised he would come the following day and fix the entire driveway. Rego failed to return and never repaired the driveway, walkway, or deck.**

Preacher's attorney sent a demand letter to Rego pursuant to M.G.L. C. 93A. Rego refused acceptance of the demand letter. Preacher ultimately filed a small claim against Rego in Attleboro District Court for damages in the amount of \$13,000. [Docket No. 2134CV0432].

On February 11, 2021 Victim Gerald Carreau provided Rego \$2,803.00 for the construction of a small patio at his home located at 15 Ashley Avenue Freetown, MA. [@eli-rego Venmo transactions #413 and #414]. The start of the job was frequently delayed because Rego "always claimed somebody was sick." When the concrete was finally poured Rego's employees left without smoothing it. **The cement dried leaving numerous hand, knee, and foot prints embedded into the patio foundation.** The area nearest to the imprints began to crack and

splinter. Gerald Carreau refused to provide Rego with the final payment until he returned and repaired the cracks. Rego eventually returned and looked at the patio for “about three minutes.” Rego told Gerald Carreau it would be a “real easy fix” and assured him he would “be back real soon.”

- Gerald Carreau never heard from Rego again. Rego ignored his subsequent texts and calls asking for him to fix the patio. Gerald Carreau demanded his money back to no avail. Gerald Carreau eventually gave up on Rego returning and spoke with a different landscaper who believed because the majority of the imprints were located in the middle of the foundation the entire patio needed to be torn out and replaced. Gerald Carreau can't afford to have his patio redone and it remains cracked and splintered.
- **Another victim, Pedro Bermudez, paid Rego \$2,500.00 for the construction of a new walkway at his home located at 187 Stafford Street in Charlton.** On the first day of the job, Rego showed up alone and pulled up the paneling on the old walkway. Rego discarded paneling, dirt, and rubble around Pedro's front yard. Rego worked for “about an hour” and told Bermudez he would return the next day and finish the job. **Rego never returned to the job. Subsequently, Rego had gravel delivered to Bermudez's home and placed in the middle of his driveway.** The pile of gravel sat in the driveway for almost three months. Bermudez frequently texted and called Rego, demanding he return and finish the job. Rego blamed his inability to return on his medical issues and told Bermudez his father was dying. Bermudez finally gave up on Rego returning or ever getting his money back.

• *[Figure 32 – Gravel Dumped in Bermudez Driveway]*

- **Rego supplied all of his victims with a series of excuses to explain the delay in any progress on the job.** The text messages victims provided to investigators indicate Rego relied on a bevy of excuses to explain the delay in his starting/completing a job. Some of the excuses Rego offered to victims include the following:
 - Car broke down [Bermudez]
 - Delivery truck broke down [Marcucci; Soares]
 - Father dying [Bermudez; Marcucci]
 - Technical difficulties with email [Marcucci]
 - Family issues [Ladino-Otero; Bosse]
 - Venmo froze his account and unable to return requested funds [Marcucci; Anderson]
 - Weather [Fiola; Bermudez; Rosado; Keenan; Gardner; Heres; Marcucci; Charbonneau]
 - Son in hospital [Gardner; Jessup; Yuen; Dubois]
 - Grandmother passed away [Heres]
 - The basement in his home flooded [Gardner]
 - Surprise birthday party for himself [Gardner; Jessup; Yeun]

- Son's birthday party [Gardner; Jessup; Yeun]
- Stuck at another jobsite [Gardner; DeChristopher; Marcucci]
- Lengthy illness [Ryan; Heres]
- Rego hospitalized for significant period of time [Charbonneau]
- Employee suffered sinus related issues [Keenan]
- Medical emergency [Keenan; Anderson]
- "Playing with his schedule" [Fiola; Maltais]
- "Mixed up his dates" [Fiola]
- On a machine that was really loud and made it hard to hear his phone [O'Keefe]
- Several employees hospitalized at the same time [Rosado]
- Cellular phone turned off for significant period of time [Garcia]
- Son and/or other family member used cellular phone for a significant period of time [Pollicantro]
- Turns phone off on all "non-work days" [Garcia]
- Truck crashed and his equipment spilled onto Route 24 causing a minor crash [Pollicantro]
- Email issues [Jessup; Pollicantro]
- Supply chain issues [Carreau; Curry]
- Suffered a concussion [Kulig]
- Two employees in the hospital at the same time as his son [Kulig]
- Accidentally cut a cord on one of his power tools and can't work [Pollicastro]
- Covid-19 scare [Carreau; DeChristopher; Santos]
- Town Board and other governmental agencies causing issues with his start date [Jessup; Gardner; Yeun]

Figure 33 – Excuse

Investigators spoke with people in the construction industry about the average length of time needed to complete a concrete stamped patio. Investigators learned that with a crew of 2-3 people an average size patio should take three days to construct. This would include 1-2 days of prep, 1 day to pour and stamp the cement, and 1 day for a crew member to come back and strip forms, cut lines for expansion joints, and handle any cleanup. **Rego's excuses often transformed jobs customers expected to take one or two days into projects that languished unfinished for several months. Rego never informs a customer that he won't return. Rather, he continues to provide them with fabricated excuses and false promises until the customer ultimately gives up on him finishing the job or getting their money back.**

On May 19, 2021, victim Thomas Pollicastro provided Rego with a \$500 deposit for the construction of a patio at his home located at 167 York Road in Mansfield. A few days

later, prior to any work commencing, Rego messaged asking Pollicastro for the full payment “because the cement store [w]on’t take checks they take cash.” Pollicastro agreed and provided Rego with \$6,000.00.

Rego deposited the \$6,000 into his bank account and for the next month failed to return to the job. Rego missed several of his scheduled start dates and ignored numerous calls and texts messages from Pollicastro. Rego provided Pollicastro with several start dates for the patio project. In one text message, Rego assured Pollicastro he would return on June 18, 2021, and pour cement for the proposed patio. Rego never appeared on June 18, 2021. Rego indicated he failed to appear because he cut the cord to his saw and it was “too late in the day for him to run back and get his other saw.” Rego ended the exchange with the following text, “100 honest with you but tomorrow we are on schedule 100 percent were pouring concrete tomorrow.” Rego blamed his failure to appear the next day on a truck crash on route 24 which damaged his dingo and trailer. Rego expressed frustration at the situation and assured Pollicastro that tomorrow he would be at his home and finish the job. Rego failed to show the following day and subsequently ignored several messages from Pollicastro asking for his whereabouts.

Rego rescheduled the concrete pour for June 26, 2021, but failed to show because of a “family emergency.” **For several months the patio sat unfinished as Rego scheduled and missed several start dates.** On October 1, 2021, **Rego ignored Pollicastro’s demand for the return his money. Rego never completed the patio, nor returned any of Pollicastro’s money.**

Investigators believe the excuses Rego provided to Pollicastro were entirely fabricated. This belief is based on the fact when Rego claimed a family emergency prevented him from appearing for work on June 26, 2021, he was actually with his family vacationing in Walt Disney World. Rego’s Citizen Bank account reflects numerous transactions associated with Walt Disney World occurring between June 20, 2021, and June 29, 2021. Rego published several photographs on his Facebook profile of his trip to Disney World.

[Figure 34 – Rego with Goofy]

With the uncompleted Bermudez walkway job, Rego falsely claimed he failed to start work because his father was “dying.” Investigators discovered Rego’s father, Joao Rego, died on March 20, 2020, in Hudson, MA prior to Rego meeting Bermudez.

[Figure 35 – Joao Batista Rego Obituary]

The obituary published on March 25, 2020, on the Community Advisor website reads in part “*Joao is survived by his beloved wife, Lucrenia Maria Rego, 69 of Hudson, and their four children Nelson Rego of Fall River, Nolita Martins and husband Alex Martins of Hudson and Eli Rego of Hudson.*”

Records obtained from the Hudson Town Hall pursuant to a grand jury subpoena reflect Joao Batista Rego died on March 20, 2020, at the UMASS Memorial Medical Center in Worcester, MA. [State File #2020 013631]. In internal records obtained from Home Advisor pursuant to a grand jury subpoena Rego told Sandra Marcucci he failed to show for work because his father died. [This is reflected in the Home Advisor Note ID 3736107910]. Rego told James Keenan and Diane Kramer Oblemis he failed to make it to work because “his dad has been sick.”

[Figure 36 – Joao Batista Certificate of Death]

The text messages reviewed by investigators reflect the frequency of Rego's excuses and promises gradually tapers off before he stops responding altogether. Rego routinely ignored numerous text messages and calls from customers demanding their stolen money be returned. It appears Rego hopes his victims will be worn down and eventually give up and stop contacting him.

[Figure 37 – Text Message to Rego From Alan Ryan]

If customers reached Rego on the phone, he typically asked for “one more chance” or simply ignored their calls and blocked them on his phone. Marcucci told investigators Rego only answered if she called from a phone that was not her landline or cellular telephone number. Ladino-Otero indicated Rego ignored her calls unless she called from an unknown number. Home Depot observed Rego only answered if they called him from a personal cellphone. It is reasonable to assume Rego answered calls from unknown numbers in hopes it might be a new customer inquiring about his concrete services. This belief is based on the fact Rego frequently advertised his concrete services on Facebook while several jobs remained unfinished.

[Figure 38 – Thomas Pollicastro Text Messages to Rego]

At times when an angry customer confronted Rego he promised to return their money, but ultimately failed to return any money and ceased to respond to subsequent communication.

[Figure 39 – Thomas Pollicastro Text Messages Sent Unanswered to Rego]

Rego sometimes claimed technical issues or regulations with his Venmo account prevented him from returning several victims their money. **Victim Brian Anderson provided Rego with a \$500 deposit on April 9, 2021, for the construction of a new patio at his home located at 17 Western Avenue in Gloucester.** [Contained in Venmo account for @eli-rego listed as transaction #614]. **After Rego failed to appear for several weeks and commence work Anderson told him he wanted to cancel the job and demanded Rego return his money. Rego told Anderson he wanted to return his money but couldn't because Venmo “froze” his account.** The records obtained from Venmo demonstrate **Rego fabricated technical issues with his Venmo account.** On April 10, 2021, at 2:14 P.M. Rego transferred \$3,500 from his Venmo account. [Venmo transaction #615]. On April 12, 2021, Rego utilized his Venmo account when he spent \$36.78 to have his car cleaned at the Tidal Wave Car Wash. [Venmo transaction #618]. Rego also relied on Venmo when he spent \$47 on food and drinks at a Chili's Restaurant. [Venmo Transaction #620].

Rego often argued with customers who demanded the return of their money. He sometimes claimed it would be “unfair” to return their money because of the significant amount of work, money, materials and labor he already put into the project.

[Figure 40 – John Carreau Text Demanding Return of Money]

On April 19, 2021, **victim Courtney Soares provided Rego with a down payment of \$500 for**

the construction of a patio in the yard of her home located at 23 Magnolia Avenue in Fairhaven. [Vemo transaction #766]. Soares wanted the job done quickly as her husband had a medical surgery scheduled in the summer. Rego assured Soares the job would be done “within a week.” Rego returned to their property a few days later and ripped grass out of the yard. A few days later Rego had wooden boards delivered to their home. Over the next few days, Rego failed to return and avoided several calls and text messages from Soares. **When Soares finally got ahold of Rego, she informed him she wanted to hire someone else for the job. Soares demanded Rego return her money. Rego refused, indicating he already spent the money on the rock base intended for their patio. Soares agreed to let Rego finish the job. Rego continuously failed to show back up at their home.** Rego frequently blamed his failure to appear on his truck breaking down. Rego left a bunch of assorted tools scattered around their property. **Soares told Rego he could collect his tools if he returned her money. Rego never responded and never bothered to retrieve his tools.** [@eli-rego Venmo transaction #766].

Victims Gary and Laura Fiola paid Rego \$1,250.00 to construct a 10' x 10' concrete patio and dig a trench for an electrical outlet at their home located at 10 Tyson Road in South Easton. On December 3, 2020, Laura Fiola transferred money to Rego on Venmo. [Venmo transaction #19]. Rego failed to show up and start any work for the entire month of December. **Rego ignored numerous texts and calls from Gary Fiola. On January 18, 2021 Gary Fiola demanded Rego return their money.** Rego responded asking if they wanted their money back or if they wanted him to finish the job the following week. Gary Fiola told Rego he wanted him to return his money. Rego responded he couldn't return the money because he wanted his “crew” to be paid for building the wooden forms he intended to use for their concrete foundation. Rego told Gary Fiola he was busy working with a concrete company and would have an opening soon to complete their job. Rego failed to appear at the job for the three months. Rego ignored numerous messages from them. On April 29, May 8, and May 10, 2021, Gary Fiola texted Rego demanding his money back. **Rego stated he couldn't return the money because Venmo “froze” his account.** Rego claimed this occurred because he exceeded the \$10,000.00 weekly transfer limitation on Venmo. Rego lied about his Venmo account being “frozen.” **Although Rego's Venmo account was inactive, it was not because he exceeded transfer limitations. Instead, Venmo had “black listed” Rego's account and effectively shut it off because all the bank accounts linked to his @eli-rego Venmo account were basically empty.** The Venmo records indicate Rego attempted 367 different Venmo transactions with insufficient funds in his TD Bank Accounts and Citizen Bank Accounts.

[Figure 41 – Gary Fiola Text Message]

For several weeks Gary Fiola continued demanding Rego return his money. Rego promised he would send Gary Fiola a check in the amount of \$1,250.00. Rego never sent the check and subsequently stopped communicating with Gary Fiola.

On May 25, 2021, the Fiolas filed a small claim against Rego in Taunton District Court. [Docket #213SC0802]. On July 8, 2021, the Fiolas received a cancellation notice from the Court “because both the Defendants' hearing notices were returned by USPS as not deliverable.” Gary Fiola provided the Court with the address Rego provided to him as his business location. Gary Fiola googled the address Rego provided on his contact and realized it was a “bogus address” belonging to a defunct massage parlor. The Fiolas never located Rego and abandoned further

efforts to recoup their stolen money.

Figure 42 – Gary S. Fiola v. Eli Rego [Docket 2131SC000802] – “Notice returned by USPS – “attempted-not known, unable to forward.”

Rego sometimes falsely promised customers their refund was in the mail. When the refund failed to arrive, Rego subsequently blocked the customers on his phone.

[Figure 43 – Rego Messages to Michael Demma]

On January 15, 2021 Shelia Schaber provided Rego with \$1,500.00 for the construction of a new patio for her home located at 23 Catherine Avenue in Franklin. Rego ripped up her entire front walkway and never returned to complete the job. Rego left rubble and assorted debris scattered around her property. Rego continuously promised he would return and finish the job. Rego never completed the job.

[Figure 44 – Rubble at 23 Catherine Avenue Franklin, MA]

Rego contracted with **victims Theresa and Alan Ryan** to **construct a new concrete patio and fire pit at their home located at 47 Hyde Park Circle in Uxbridge.** The Ryans transferred \$3,000 to Rego via Venmo. [Venmo transfer #761] **Rego never completed any work at their home. No materials were ever delivered to the home.** Rego missed several scheduled start dates and avoided their numerous concerned phone calls. The Ryans eventually demanded Rego return their money. **Rego told them he couldn't return their money because Venmo “froze” his account.** Rego told the Ryans a similar story to the one he provided to the Fiolas, but this time fabricated that Venmo limited weekly transfers to \$4,999.99. This claim was false. **As stated previously Venmo blacklisted Rego's account due to insufficient funds in any of his linked bank accounts.** Rego stopped responding to all further requests from the Ryans to return their money. The Ryans' contacted the Uxbridge Police Department and reported they were victims of a theft. Uxbridge Police contacted Rego, who promised the police he would finish the job soon. **Uxbridge Police allowed Rego additional time to complete the job. Rego failed to complete job and never returned any of the Ryans' stolen money.** [Uxbridge Police Department Report #21-234-OF].

On May 17, 2021 Victim Jessica Kulig paid Rego \$6,000 for the construction of a patio at her home located at 7 Fletcher Road in Foxboro. Jessica Kulig's mother recently passed away after a lengthy battle with cancer. Jessica Kulig intended to invite friends and family to her home for a “celebration of life.” She wanted to celebrate the life of her mother. Jessica Kulig envisioned the new patio constructed by Rego as serving as the center stage for the “celebration of life.” Jessica Kulig stressed the importance to Rego that she needed the patio completed in time for the memorial. Rego assured her it was “an easy job” and promised to have the whole project done in three days.

Rego failed to complete the patio in time for the celebration of life. He missed the deadline by several months. It took Rego nearly four months to finish the patio. Rego consistently failed to show up for work and ignored Jessica Kulig's numerous messages and calls. Rego blamed the delays on two of workers and his son being hospitalized for illnesses and he claimed to have suffered a concussion.

While Rego constructed the patio he caused significant damage to her property. Rego dumped a large pile of gravel onto the yard. The gravel sat on the lawn for several weeks while Rego failed to appear for work. Another part of her yard was damaged when Rego and his employees dragged large chunks of concrete across it.

After the concrete was poured Rego vanished for another several weeks. While the unfinished patio sat exposed numerous pine needles from surrounding trees fell and scattered across the patio. Rego failed to remove any of the pine needles before he stained and sealed the patio. This left numerous pine needles embedded into the foundation of the patio.

Rego apologized for the damages he caused and promised a refund of \$600. Rego told Rosado he would use his Zelle app to transfer her a refund. Rego never sent her the refund, ignored subsequent calls and messages, and never returned to collect the tools and assorted equipment he left on the property. The tools remained littered on her property for weeks until she and her husband finally removed them.

Rego sometimes threatened customers who posted negative reviews of his business online.

Rego threatened Heres with a lawsuit after he posted a poor review on Yelp. Rego lied to the Marcuccis that he retained a lawyer who was prepared to counter-sue them. Rego warned Charbonneau not to contact the police, otherwise he would “reveal things” about him to law enforcement. After Ewell posted a negative review on Yelp, Rego reminded her he “knew where her husband worked.”

Rego employed deceitful tactics with commercial landscaping businesses, similar to the types deployed with his customers. Investigators spoke with several vendors who sold Rego materials for his landscaping jobs. **Rego bounced checks** at numerous businesses in Massachusetts and Rhode Island. Businesses that contacted Rego were **typically assured he would come “cash in hand”** and provide them the amount owed on the materials. **Rego rarely appeared and typically cut off further communication with the businesses.** Sometimes Rego **provided businesses with an invalid credit card number.** It appears from this investigation, **Rego never made any payments towards the numerous outstanding balances he owed to businesses.**

Rego employed similar tactics of providing reassurances and promises with business and customers alike because he believed if he demonstrated minimal effort and remained in contact with victims, this would transform his conduct into a civil matter. This intent was likely inspired in part by multiple police departments who informed Rego his actions only constituted a civil offense. The Acushnet Police, Paxton Police, and Mansfield Police Departments all classified Rego’s failure in completing his work at job sites as “civil in nature.” This likely inspired Rego to perform minimal work at jobsites and maintain contact with his victims, believing these actions would automatically transform his criminal behavior into “civil matters.” This was demonstrated when Swansea Detective Eric Thibeault contacted Rego about an abandoned job; Rego repeatedly assured Det. Thibeault it was “just a civil matter.” When Hingham Police contacted Rego over an abandoned job, he stressed the matter was only “civil.”

Investigators note that while numerous projects of Rego’s remained unfinished across two states, Rego applied for additional work as a laborer at S&F Concrete Contractors Corporation at 166 Central Street in Holden. Records obtained from the business pursuant to a grand jury subpoena reflect Rego logged several hours as a manual laborer for the company in August 2021.

As stated earlier in this memorandum, the analysis of Rego's bank accounts [TD Bank and Citizen Bank] revealed that despite Rego collecting significant payments from multiple customers, his personal and corporate bank accounts were nearly empty for the majority of 2021.

This financial resulted in numerous bounced checks Rego provided to material supply vendors around Massachusetts. These returned checks include the following transactions:

- Rego bounced a check dated May 18, 2021, that he provided to Emerald Landscape Supply Company located at 38 Hedges Pond Road in Plymouth, MA 02360 in the amount of \$3,280.09. Emerald Landscape Supply Company contacted Rego who assured them he would show up in person with the full payment "cash in hand". Rego never appeared with the payment and subsequently ignored all further calls from the company.
- On January 21, 2021, Rego paid \$580.13 to Boro Sand and Stone Corporation located at 192 Plain Street North Attleboro, MA 02760. The credit card information supplied by Rego was invalid. When the company contacted Rego, he indicated he would show up at the store "with the cash" but never appeared. Rego subsequently ignored any further calls from the landscaping company. The Boro Sand and Stone Corporation Invoice [#326922] reads **"THIS IS REALLY ELI REGO! DO NOT SELL AGAIN EVER! HE BOUNCED A CHECK TWICE, THEN GAVE US A BAD C.C. NUMBER WAS SUPPOSED TO COME IN WITH CASH TODAY, AND HAS NOT, WILL NOT RESPOND TO EMAIL OR TEXT, SO CALLED NAPD AND THEY ARE GOING TO COLLECT (HOPEFULLY FOR US).**
- On March 21, 2021, Rego bounced a check for \$1,851.87 he provided to Byrne Sand and Gravel located at 210 Wood Street in Middleboro. The landscaping company sent a payment request letter to Rego who failed to respond.
- On June 16, 2021, Rego bounced a check he provided to Tresca Brothers Concrete, a landscaping supply company located at P.O. Box 189 Millis, MA 02054 in the amount of \$1,037.00. Tresca Brothers Concreted failed to collect the debt owed by Rego.
- On June 8, 2021, Rego bounced a check with Fucillo Ready Mix located at 548 Thomas Landers Road East Falmouth, MA 02536 for a cement order Rego placed in the amount of \$728.81
- Rego bounced a check dated December 7, 2021, provided to RMS Concrete located at 120 Berkley Street Taunton, MA 02780 in the amount of \$1,544.38. Rego ignored initial attempts by RMS Concrete to collect the amount owed. Rego subsequently bounced a check dated January 14, 2021 in the amount of \$2,646.08.
- Rego bounced a check provided to P.A. Landers located at P.O. Box 217 Hanover, MA 02339 for a check in the amount of \$1,788.19. P.A. Landers contacted Rego who indicated he would come to the store and provide them with the cash "in hand" but did not show up or provide them with any of the money owed.

- Rego bounced check with Material Concrete Corporation located at 618 North Smithfield, RI 02896 for a check in the amount of \$572.45. Company “exhausted all attempts allowed under banking system to collect these items. [Check ID 1013697].
- Rego bounced check dated January 22, 2021 provided to Mass Ready Mix located at 80 Ayer Road Littleton, MA 01460 \$1,197.51 [Order #6353].

Rego routinely altered information related to his business address listed on the majority of checks he provided to third-party material supply vendors. He typically scribbled out his home address of 157 Lincoln Street Somerset and handwrote next to it 950 County Street Somerset. **Investigators believe Rego likely altered his address on his personal and business checks to hinder vendors from finding him and collecting on his invalid checks. The alteration of his actual address on his checks further concealed the true nature of his criminal enterprise.**

[Figure 45 – Tresca Brothers Bounced Check – Rego crossed off his home address of 157 Lincoln Avenue Somerset, MA]

The address Rego scribbled on checks provided to vendors is 950 County Street Somerset, MA. This is the same address Rego provided to the majority of his customers. It appeared on numerous contracts and job proposals provided to customers. Rego told customers this was the location for his business.

[Figure 46 – Alan Traveis Project Proposal – Rego incorrectly provided Alan Ryan with this contract]

Rego utilized this address on several documents he mailed to customers threatening them with legal action. [August 5, 2021 Marcucci Demand Letter Response]. Traveler’s Indemnity listed 950 County Street as the business location for Atlantic Concrete Construction. [Policy S366481]. Rego applied for general commercial liability coverage for Atlantis Concrete Construction on October 21, 2021 with Liberty Mutual Insurance and utilized the fraudulent business address. [Records obtained from Liberty Mutual pursuant to a grand jury subpoena policy number BKS-63973084].

Investigators believe no office for Atlantic Concrete Construction/Atlantis Concrete Construction/Rego ever existed at this location. Investigators believe Rego utilized this fake address to appear more like a legitimate business owner in his dealings with customers, rental agencies, and vendors. **The fabricated business address allowed Rego greater ease in avoiding customers, vendors, credit agencies, and summonses related to various civil suits.** Byrne Sand and Gravel located at 210 Wood Street in Middleboro sent a certified letter to the 950 County Street after Rego provided a check later returned due to insufficient funds. The certified letter was returned marked with “Return to Sender No Such Number Unable to Forward.” [Byrne Inc. Records – Tracking #7020 1290 0001 2111 5943].

[Figure 47 – Byrne Sand and Gravel Letter + Returned Envelope]

Traveler’s Indemnity sent a certified letter on May 17, 2021, to Rego notifying him his insurance was terminated after he failed to make several payments. The notification was sent to the 950 County Street Somerset, MA. The letter returned several days later marked with “return to sender attempted – not known unable to forward.”

[Figure 48 - Travelers Indemnity Returned Letter]

On July 23, 2021, Swansea Detective Eric Thibault searched for Rego at 950 County Street in Somerset. Thibault found the office empty and described the property as follows: “Upon arrival I found the business to be abandoned with a “For Lease” sign posted on the front of the storefront. The outside of the business did not have any signs with a business name and it appeared that no one was using the storefront. A view from the exterior was curtains covering the window and plain plywood covering the tops portion of the business.

[Figure 49 – Atlantis Concrete Construction Office at 950 County Street Somerset, MA]

Several of Rego’s victims drove to his business address attempting to recoup their stolen money and immediately realized he provided them with a fake business location. John Bosse drove to the office address after Rego took \$500 from him and failed to return and construct his patio. Bosse drove to 950 County Street intending to confront Rego and found the office “on the side of some strip mall totally closed and looking abandoned.” Bosse realized Rego gave him a fake address and gave up on trying to collect his money. John Charbonneau grew tired after Rego ignored his repeated requests to return his money and drove to the business address and found “some closed up office that was entirely vacant.” Charbonneau gave up on finding Rego and having his money returned. Bermudez also tried to collect his money from Rego and went to the business address and realized Rego gave him some “bogus address for his sham operation.” Rego provided the faulty business address when he opened the Atlantis Concrete Construction LLC Operating and Payroll bank accounts at Citizens Bank [Citizen Bank Signature Cards (2x)].

[Figure 50 – Signature Card For Atlantis Concrete Construction LLC Operating Account]

While on scene at 950 County Street, Det. Thibault spoke with the owner of Flawless Cutz, a barbershop located adjacent to 950 County Street. The barbershop owner indicated the office was empty and had not been rented out for “several months”. [Swansea Police Report 21-181-AR]. He indicated he never saw anyone inside the office. Deputy Raposa tried to serve Rego with notice of a pending civil suit at the business address. Raposa failed to locate and serve and learned Rego only rented the office from January 2021 to March 2021 when the landlord initiated the eviction process for Rego failing to pay rent.

[Figure 51 – Deputy Rapso Notes on Serving Rego]

When Pinto showed up outside Rego’s home on January 11, 2022, **Rego told the responding officer “he ran a concrete company out of his house.” Rego never provided his home address with customers or vendors. This investigation has found no indication Rego rented other office space in the years 2021 or 2022. Accordingly, it is reasonable for investigators to believe Rego operated his businesses primarily out of his home located at 157 Lincoln Street in Somerset.**

Rego lacked workers compensation during some of the jobs customers hired him to complete. Pursuant to M.G.L. Chapter 152 § 63, the Workers’ Compensation Rating and Inspection Bureau (WCRIBMA) is designated as the workers’ compensation insurance coverage verification entity for Massachusetts. Unscrupulous contractors that do not adhere to the

statutory requirements for Workers' Compensation Insurance can expose an unwitting homeowner to vicarious liability in the event of injury to an employee. www.mass.gov offers the following warning, **"Homeowners can be held liable if a contractor working on their home gets injured."** WCRIBMA also was able to determine that Rego doing business as (dba) Atlantic Concrete Construction had two policies with Travelers Indemnity Company of America. The first policy was effective from February 22, 2021, and canceled on April 7, 2021. The second policy was effective from April 7, 2021, and canceled on June 6, 2021. Accordingly, Rego only possessed valid workers compensation coverage from February 22, 2021, to June 6, 2021. Records obtained from Travelers Indemnity Company of America pursuant to a grand jury subpoena reflect on June 6, 2021 Rego's policy was closed for failure to make payment. **Rego also failed to comply with a mandated policyholder audit of Atlantic Concrete Construction. Travelers Indemnity sent three notices requesting Rego provide a description of his business, company structure, names of employees, and all Federal Employees Quarterly Tax Return [Form 941]. Rego never responded to the audit notification and failed to provide any of the required documentation. Rego employed individuals who performed manual labor at the homes of several Massachusetts and Rhode Island residents. Rego indicated 5 employees worked for Atlantic Concrete Construction when he applied for workers compensation coverage.** [This is established by interviews with the victims, former employees of Atlantic/Atlantis Concrete Construction and Venmo records that reflect Rego paid individuals for landscaping work outside of the time frame he provided workers compensation coverage. [@eli-rego Venmo transaction #21]. Kimberly Winslow provided investigators with video of two Atlantic Concrete Construction employees pouring the cement for her backyard patio. **Rego posted on Facebook looking for employees outside the timeframe for when he possessed valid workers compensation coverage. Financial records obtained during the grand jury investigation reflect he made payments to several employees for work completed while he lacked valid workers compensation insurance.**

[Figure 52 – Rego Facebook post seeking to hire new employees]

Investigators learned that people who felt victimized by Rego and his brother, Nelson Rego, created a Facebook group. The Facebook page serves as an outlet for victims to "help each other through their difficult time by sharing their stories as well as looking for a solution". **Victim Ryan Winslow** created the Facebook group after Eli Rego and Nelson Rego scammed him approximately 3-4 years ago. Rego took \$3,100 from Winslow for the construction of a new patio. Rego disappeared and never returned after he finished digging a hole in Winslow's yard. Winslow never got his money back. Winslow told investigators he started the Facebook group because "he had conversations with so many other victims" and felt it was not right for this to continue. Winslow explained to investigators that he tried everything to stop Rego from continuing his activity of scamming innocent people out of their money. He further offered that he compiled a spreadsheet of all victims and any information they provided to him including name, address, telephone number, email address, monies lost. **Winslow provided investigators with a copy of his spreadsheet, which contained the names of fifty-three victims and included total money lost estimated at \$340,305.28 from NR Concrete, E&B Concrete, Atlantic Concrete Construction, and Joe Occipinti Stamped and Stained.** Investigators reviewed the list and determined fourteen of the listed victims on the spreadsheet hired Atlantis/ Atlantic Concrete Construction for work not completed. Investigators attempted to contact all

the individuals referenced on the spreadsheet. These members routinely posted negative comments on any advertisements Rego posted on Facebook. **The Facebook group had an effect on Rego.** On June 21, 2021 Rego contacted police because he felt he was being “harassed on Facebook.” [Somerset Police Incident Report #21-14329; Somerset Police Call #21-14329]. Police advised him to stay off social media.

Basis of Probable Cause – The Hingham Scheme

- **Rego utilized a different method when he victimized several residents residing in Hingham, MA. In order to obtain these customers, Rego falsely presented himself as an employee of a company he was not affiliated with in any capacity.** This deception provided Rego with \$31,000.00 in stolen funds which allowed him to continue with his fraudulent landscaping scheme across Massachusetts and Rhode Island. Investigators believe if Rego had not stolen money from several Hingham residents he would not have been in a position to be able to carry on with his fraudulent landscaping operations and victimized numerous residents all over Massachusetts and Rhode Island.
- **On January 24, 2022, Hingham Police were dispatched to 95 Kimball Beach Road for a report of a larceny.** Investigators arrived and met with victim Meriell Jessup, homeowner of 95 Kimball Beach Road. Meriell Jessup informed investigators that construction of a new home built next door at 93 Kimball Beach Road began approximately one year and involved the construction of a new seawall the ocean. Meriell Jessup’s back yard is adjacent to that of the newly constructed home at 93 Kimball Beach Road and similarly abuts the ocean. Meriell Jessup observed the construction of the new seawall and became interested in the possibility of having it extend across her back yard. One day in January 2021, **Meriell Jessup approached a man working on construction of the seawall, introduced herself, and inquired about the possibility of having the seawall extend onto her property. The man introduced himself as John Chuckran, owner of Atlantic Concrete Construction LLC. John Chuckran provided Meriell Jessup with his business card and told her to call and leave a regarding her proposal for a new seawall.**
- **In December of 2020, Oak Point Design and Development located at 30 Summer Street in Hingham subcontracted Atlantic Concrete Construction LLC to construct a new seawall at ocean front property located at 93 Kimball Beach Road in Hingham.** This is confirmed in records obtained from Oak Point Design and Development pursuant to a grand jury subpoena that reflects Oak Point Design and Development provided Atlantic Concrete Construction LLC with thirteen thousand and nine hundred dollars for the construction of a rebar located at 95 Kimball Beach Road in Hingham.
- **Meriell Jessup stated when she informed several of her neighbors of her interest in having a new seawall constructed they expressed a desire for the same work to be done on their ocean front properties. Victims Gary and Alison Gardner of 94 Kimball Beach Road and Angela Yeun of 92 Kimball Beach Road all expressed interest in joining the project and having the new seawall extend across their property.** The neighbors agreed to go in on the project together. Meriell Jessup told her neighbors she would contact Atlantic Concrete Construction and set up a meeting to review their proposal.

- Meriell Jessup found the business card John Chuckran of Atlantic Concrete Construction LLC provided and called the company phone number contained on the card. Meriell Jessup left a message on the answering machine requesting a call back to discuss her proposed seawall. **Several days later Meriell Jessup received a follow-up call from Atlantic Concrete Construction LLC. The individual introduced himself as “Eli Rego.” Rego told Meriell Jessup he was an agent/employee of Atlantic Concrete Construction and was returning her call to discuss the proposed seawall.** Rego informed Jessup that he would visit the proposed jobsite and provide the Hingham residents with a proposal for the seawall. **Rego fraudulently indicated he worked for Chuckran and was employed at Atlantic Concrete Construction LLC at 3131 Cranberry Highway in East Wareham. Rego referenced the prior work “his” company recently completed at 93 Kimball Beach Road and took credit for the construction of the new seawall.**
- In early February 2021, Rego drove to Kimball Beach Road and met with the Hingham residents and reviewed their plans for the new seawall. The Hingham residents found Rego “charming” and found him to be “qualified and competent.” Rego referenced his children often and told them this project would be fantastic and make their homes look beautiful. **Rego continued to associate himself with Atlantic Concrete Construction LLC and at times pointed at the new seawall at 93 Kimball Beach Road and referenced his work done on it.** The Hingham residents decided to hire Rego for the construction of the new seawall. The Gardners provided Rego with a \$1,000.00 down payment for the proposed seawall. [Bank of America Check #484]. Meriell Jessup provided Rego with \$15,000.00. [PNC Bank Check #954]. Angela Yuen gave Rego a \$15,000.00 down payment. [Bank of Boston Check #488]. **Rego appeared excited about the project and told the Hingham residents he knew how to handle the Hingham Environmental Commission from his recent experience constructing the seawall at 93 Kimball Beach Road.** He promised the wall would be completed soon and look “beautiful.”
- Rego referenced his involvement with 93 Kimball Beach Road in emails he sent to the Hingham residents. Rego claimed his involvement in constructing the seawall at 93 Kimball Beach Road provided him insight and experience into how to get the additional seawall built “faster.”

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• *[Figure 53 – Email From Eli Rego Regarding His Work Done at 93 Kimball Beach Road Job]*

- Records obtained from TD Bank indicate Rego deposited all three checks on the same date he received them into his bank account. **Throughout the duration of the project Rego continued to hold himself out as an employee of Atlantic Concrete Construction at 3131 East Cranberry Highway in East Wareham.** At one point during a meeting with the Hingham residents, he referenced he was going to check on the residents located at 93 Kimball Beach Road because he always wanted to make sure his customers were “satisfied with his work.”
- **Atlantic Concrete Construction LLC never employed Rego. John Chuckran was subsequently summonsed to the Plymouth County Grand Jury and indicated he never employed anyone by the name of Eli Rego. John Chuckran was unaware**

Rego held himself out as his employee and accepted the job on behalf of Atlantic Concrete Construction LLC. Chuckran had no idea an additional seawall was being constructed on Kimball Beach Road.

- The Hingham residents never conducted a background check on Rego based on the fact he presented himself as an employee of Atlantic Concrete Construction LLC. They believed since he was involved in the construction of the seawall at 93 Kimball Beach Road he was qualified to handle extending the seawall across their properties. They also believed that since Oak Point Design and Development subcontracted with him on 93 Kimball Beach Road he must be “really great.” If Rego had not falsely claimed to be an employee of Atlantic Concrete Construction LLC, the Hingham residents would have researched his background, discovered his negative history, and most likely never provided him with any payments.
- **For the next year, Rego completed absolutely no work on the proposed seawall.** No materials, or equipment were ever delivered to the site, no employees from Atlantic Concrete Construction LLC ever appeared on Kimball Beach Road, and no construction was ever initiated on the proposed seawall. Rego routinely missed meetings with the Hingham residents. Rego sometimes vanished for weeks and became hard to get ahold of on the phone. For almost a year, Rego failed to do anything on the seawall.
- **Rego assured the Hingham residents he was working closely with the Hingham Environmental Commission.** Rego told the Hingham residents he submitted the required paperwork to the Hingham Environmental Commission and would soon have approval for the seawall.

• *[Figure 54 – Rego Email to Jessup Regarding Hingham Conservation Commission]*

- **This claim was refuted** when Sylvia Schuler, Administrative Assistant for the Hingham Conservation Commission located at 210 Central Street in Hingham testified before the Plymouth County Grand Jury. **Schuler testified Rego never appeared at the Hingham Conservation Commission. Schuler testified Rego failed to submit any of the required paperwork of payments required for someone to construct a seawall.** Schuler testified Rego only called her a day or two before the scheduled deadline to have any proposal approved by the board. Schuler testified these conversations with Rego were always “brief and usually just him double checking the date of a deadline or time of deadline and saying he was coming in with an application and check.” Schuler provided Rego with a checklist of required forms that needed to be completed before the Hingham Environmental Board could approve his proposal. Schuler testified Rego failed to provide the board with a single required form over the course of 9 months.
- **Rego also lied when he told the Hingham residents he submitted the required paperwork to the Massachusetts Environmental Protection Agency.** Records obtained from Massachusetts Environmental Protection Agency pursuant to a grand jury subpoena reflect Rego failed to submit a single document regarding the proposed seawall at Kimball Road. [Email Bruce Hopper]. The agency had no knowledge of the proposed seawall.
- **Rego also claimed the Kimball Beach Road Association was responsible for**

holding up construction on the seawall. Alison Gardner refuted this claim; she testified before the Plymouth County Grand Jury that the Kimball Beach Association lacked authority to block or stop a proposed seawall.

- When the Hingham residents grew frustrated with the lack of progress, Rego assured them he figured out a way to bypass the Hingham Environmental Board. **Rego told the residents he found an “emergency exception” that would permit construction of the seawall without seeking approval from the board. Schuler indicated this emergency exception does not exist and every sea wall requires permission from the board. Regardless, Rego never approached with the Hingham Conservation Commission with his intent to file an emergency exception**
- Rego missed numerous scheduled meetings with the Hingham residents. Rego blamed his failure to make the meetings on one of his five children being sick and requiring medical treatment. Rego claimed two of his daughters had COVID and needed medical attention. Rego also blamed equipment failure and scheduling issues for missing several other meetings.
- Several times, Rego sent the Hingham residents email with attachments he claimed contained the necessary paperwork required by the Hingham Environmental Commission. These attachments were blank or could not be opened. Rego blamed the error on “technical issues” with his computer. He never resent the emails with updated applications, or provided the Hingham residents with his alleged completed paperwork.
- **As the project continued to languish for almost an entire year with no progress, Meriell Jessup started asking Rego for the contact information of his supervisor. Rego ignored her requests. He never provided her with contact information for his supervisor.**
- **As demonstrated in the subsequent paragraphs, the inactivity on the seawall project occurred during the same timeframe Rego was ignoring numerous other customers and failing to complete their jobs.** Rego’s track record and financial instability as demonstrated in the subsequent paragraphs demonstrate he was unfit to handle and complete the construction of the seawall. Rego lacked the finances, employees, equipment, vehicles, and licenses - all things needed for someone to complete a project of this magnitude. It is unclear how someone unlicensed to operate heavy machinery with insufficient funds in his bank accounts would successfully utilize a crane needed to lift heavy rocks off of the Kimball Beach. **After months of no progress and missed meetings Gardner demanded Rego return his money. Rego ignored the request.**
- **In early January 2022, Jessup called John Chuckran (head of the “real” Atlantic Concrete Construction company) and informed him “he would be hearing from her attorney.” This was a pivotal moment in the discovery of Rego’s fraudulent business transactions in the Hingham seawall project. This is the event that activated the Plymouth County Grand Jury investigation into Rego and his fraudulent business operations in Hingham. The investigation quickly expanded to include criminal actions across the state of Massachusetts. Chuckran, confused, asked what happened and quickly realized someone falsely presented himself as an employee of his business. Chuckran told them he never employed Eli Rego. Chuckran has subsequently provided the names of his two employees involved in the construction**

of the seawall located at 93 Kimball Beach Road. Further demonstrating Rego falsely held himself out as being involved with the “real” Atlantic Concrete Construction Company.

- Jessup alerted her neighbors to the situation. Gardner googled the name Eli Rego and immediately saw assorted negative reviews and numerous allegations posted against Rego online. They immediately contacted the Hingham Police. **Chuckran contacted the Wareham Police Department and reported Rego for identity theft.** Chuckran sent Rego a cease and desist letter over the name Atlantic Concrete Construction LLC. **Investigators believe Chuckran’s cease and demand letter is what prompted Rego to “informally” revert the name of his company back to Atlantis Concrete Construction LLC. In subsequent postings on Facebook Rego claimed the name change to Atlantis Concrete Construction was due to “too many companies named Atlantic Concrete Construction.”**
- **As of April 29, 2022, Rego has not completed any work on the seawall or returned any of the \$31,000.** When Hingham Police contacted Rego about the lack of work done on the seawall, Rego blamed the Hingham Environmental Commission and the Kimball Beach Association for the delays. Rego insisted he wanted to get the seawall built but various issues with the town prevented him from finishing the job. Investigators have proven that Rego fabricated this claim. Additionally, in the ensuing paragraphs investigators will demonstrate Rego never had the capability or intention to construct the seawall.
- Furthermore, investigators believe if Rego had provided the Hingham residents with the correct name of his company they would have observed his lengthy history of dissatisfied customers. All the Hingham victims testified they would not have hired Rego if they conducted a background check on him. Gary Gardner testified before the Plymouth County Grand Jury that when he googled the name Eli Rego it was a “holy shit” moment. Gary Gardner realized who Rego actually was and knew he was never going to get his money back. Additionally, all the Hingham victims indicated they likely would not have hired Rego if he revealed he was not employed by Atlantic Concrete Construction. Instead, they believed Rego when he claimed to be an employee of Atlantic Concrete Construction LLC and provided him with a significant amount of money.
- **Instead, Rego concealed his company name, deceived them into hiring him, and used their stolen funds to proliferate his deceptive larceny scheme concealed under the guise of a legitimate landscaping service around Massachusetts and Rhode Island. The stolen Hingham funds furthered and extended his illegal operation across two states.**
- **Bank records obtained from TD Bank reflect Rego utilized the \$31,000.00 in stolen funds to rent equipment and vehicles for future crimes he committed under the guise of landscaping.** This allowed Rego to extend his landscaping operation across Massachusetts and Rhode Island. This will be detailed in the subsequent operations. **Investigators believe if Rego had not falsely presented himself as an employee of Atlantic Concrete Construction, he would not have obtained the funds required to continue with his fraudulent landscaping scheme.**
- Additionally, the bank records reflect Rego co-mingled much of the funds provided to

complete the seawall for his own personal benefit. Prior to the \$31,000.00 payment, Rego's bank balances were:

- Atlantic Concrete Construction TD Bank Account *6232 – February 1, 2021 \$41.34 Balance
- Eli Rego Savings Account TD Bank Account *7002 – January 1, 2021 -\$17.69 Balance
- Eli Rego Checking Account TD Bank Account *8561 – January 26, 2021 -\$172.08 Balance

Some of the expenses noted after Hingham residents provided \$31,000 to Rego include the following purchases:

TD Bank Account 6232
\$900 ATM Withdrawal
\$5,095.06 to Jennifer Lopes [Venmo transfers #545 #426 #432]
\$200 Payment for Disney Resort Vacation
\$3,103.01 Taxes owed for unpaid municipality bills [Kelley Ryan Associates]
\$373.46 Home Advisor
\$78 Gas
\$130 Walmart Purchases
\$128.00 IKEA purchases
\$235 car maintenance
\$603.75 Massachusetts RMV
\$11,922 transferred to his Venmo credit card
7/28/21 Account Closed charged off at a loss of \$763.71
TD Bank Account 8561
\$1,500 transferred with Zelle [TD Bank indicates the TD Zelle is an “easy way to move money between family, friends or anyone you know and trust.”]
\$2,494.15 to Venmo card
\$8,371.00 Disney Resorts
\$1,500 Bitter Sweet Farm and Restaurant
\$125.00 Facebook Advertisement
6/22/21 Account charged off at a loss of \$773.33

The defendant delayed the start of the seawall project for an entire year. To explain the delay, he spun tales to the homeowners about his own illnesses, and his obligations to his children and their illnesses. In truth, though, the delays resulted because he spent all of the money he had been given for the seawall project, and had to obtain money from subsequent projects to sustain his lifestyle, as an analysis of his bank accounts revealed. For example, in June 2021, while the seawall project was nowhere near complete, his bank accounts were in the negative, even though he had deposited all of the Hingham homeowners' money into them.

Rego's fraudulent landscaping operation received significant coverage in the local media, specifically on TB Daily News. The internet blog featured two articles focusing on Rego's actions across Rhode Island and Massachusetts. These articles were widely shared on various social media platforms. Numerous comments were posted by turtle riders claiming to have been victimized by Rego's fraudulent concrete landscaping scheme.

Figure 55 - Turtle Boy Blog Posting Authored by "Uncle Turtleboy"

Rego has been charged for some of the actions involved in this memorandum. Presently, Rego has several open charges in Fall River District Court for Malicious Destruction of Property +1,200, Failure to Return Leased Property, Larceny +1,200. [Fall River Docket #2132CR0003115].

Continuing Activity

The criminal charges, police involvement, civil judgements, mounting debt and allegations lodged against him online have not deterred Rego from continuing with his fraudulent concrete landscaping scheme. **Rego remains active on Facebook and continues posting advertisements for his concrete landscaping services.** Several emails Rego sent to the Hingham residents were delivered from an email account listed as "Perfect Seven." Investigators note that on January 3, 2022, Rego advertised new landscaping services based in Orlando, FL under the name "Perfect Seven Concrete."

[Figure 56 – Perfect Seven Facebook Advertisement]

Rego continues to offer his landscaping services around Massachusetts and Rhode Island.

Records obtained from L&S Industries Inc., a concrete supply company located at 32 Lambeth Street New Bedford, MA 02745 indicate Rego ordered \$711.88 worth of concrete delivered on April 15, 2022, to 4 Falcon Locke Way in Somerset. [Case #2022116036108]. Rego provided the company with his cellular number **508-310-8504**. L&S Industries Inc. provided strict instructions to the truck driver not to allow the concrete to be poured until Rego provided full-payment for the cement. A summary of the delivery reads as follows:

Customer, Eli, attempted on two different occasions (3/31/22 and 4/8/22) to pour with L&S Concrete for this particular job on Falcon Locke Way in Somerset. He canceled both times, stating on one occasion that the homeowner did not want to pay him. He called one more time to pour on 4/15/22. He said that the job would be paid for in cash upon arrival. He ordered 5 yards of 400 3/4 mix. I advised the total would be \$711.88. On 4/15/22, I sent driver #26, Jeff A. to the job which was due to arrive at 1:00 PM. Prior to the driver leaving our plant, I advised the driver to get the cash up front, as the customer is a COD, I wanted to make sure that we received payment before pouring. The truck was loaded at 12:05 P.M. and arrived on the job at 12:45 P.M. When the driver arrived on the job, the job was not ready and they were still trying to excavate and form up the walkway, as the driver did arrive 15 minutes early, I did not see this as an issue. However, the customer, Eli, also did not have cash to pay the driver as he said he would. The driver advised him that that he would not be able to pour until after he was paid and that Eli had to sign his ticket. Because the job was not ready and the customer did not have the payment, this prompted the driver to have to wait. [L&S Industries Inc. 4/15/22 Customer – Eli Rego 508-310-8505]

After an hour of waiting, the property owner, Manuel DaSilva, contacted the L&S Truck Driver and provided the company with an invalid credit card number. Rego has not reimbursed the company for the delivered concrete. Manuel DaSilva subsequently alerted his bank to fraudulent activity reflected on his credit card account. Manuel DaSilva reported to investigators Rego never returned after pouring the concrete and finished the job. Rego ignored numerous texts

from DaSilva asking for him to return and finish the job.

Rego continues to post his concrete landscaping services on Facebook yard sale pages. On April 13, 2022 he advertised his services on the Boston South End Back Yard sale/Garage Sale.

[Figure 57 – Recent Rego Facebook Advertisement]

On April 20, 2022 Rego falsely indicated his “new” company “ACC LLC” was fully licensed and insured and accepted \$12,000 from Jeffrey Labrecque to construct a cement deck at 20 Doris Road in Framingham. Labrecque never would have provided Rego \$12,000 had he known Rego lacked valid insurance and licenses. Rego informed Labrecque he possessed valid insurance when he accepted the \$12,000 payment. Labrecque later discovered Rego’s insurance had been discontinued for failure to make payments on the premium and declining to participate in the internal audit. Rego also failed to provide Labrecque with a copy of his W-2 and blamed the delay on “some oil spilling on the paperwork.”

On May 6, 2022 Rego “disguised his voice” and ordered an additional \$2,294.08 worth of concrete from L&S Concrete. [Holly Nightingale Email]. The material was ordered for the construction of a patio located at 58 Cottage Avenue Tiverton, RI. Rego provided the L&S Concrete truck driver with a Santander Bank check [check #101] in the amount of \$2,294.08. The check was returned for insufficient funds. Rego subsequently blocked L&S Concrete on his cellphone. Rego has avoided all attempts by L&S Concrete to collect the \$2,294.08 he presently owes to the company.

[Figure 58 – Rego Order and Check dated 5/6/22]

Conclusion

The defendant’s greed is the single thread running through the crimes in this case, the civil cases, and the numerous credit liens. In the charged offenses, he quite literally paid himself first, to support his lifestyle, regardless of the loss to others or the environmental damage to the community. His crimes were committed against individuals, businesses, his own employees, and the government. Rego carried out this scheme for several years. And he committed the crimes after having been sued civilly for similar conduct. The civil actions and their resulting judgments against him, including for deceptive practices, and flat-out misrepresentations, did not deter him from harming the homeowners, vendors, and the public through his criminal conduct in this case. Additionally, when police contacted Rego and warned him of potential criminal charges he falsely promised the police he would return and complete the job. The defendant believed he could not be stopped by authorities if he demonstrated minimal effort in appearing to want to complete the concrete construction job. This tactic allowed him to steal from countless homeowners and vendors across the entire state of Massachusetts.

- Based on these facts the Commonwealth respectfully requests the Court set bail in the amount of \$25,000.00.
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- Respectfully Submitted by the Commonwealth,
-
- ADA Alex Zane

- Dated: 6/3/22