

91-792CR-KING

UNITED STATES OF AMERICA

v.

ALEXANDER DAOUD

18 U.S.C. 1962
18 U.S.C. 1951 MAGISTRATE
18 U.S.C. 666(a) BANDSTRA
18 U.S.C. 1956(a)(1)
18 U.S.C. 2
18 U.S.C. 1963
18 U.S.C. 982
26 U.S.C. 7206(1)
26 U.S.C. 7206(2)

INDICTMENT

The Grand Jury charges that:

COUNT ONE

General Allegations

1. At all times material to this Indictment, the City of Miami Beach, Florida (hereinafter referred to as "the City" or "Miami Beach"), was a home rule charter city located within Dade County, with powers and authority conferred under the Florida Constitution, the Municipal Home Rule Powers Act, State of Florida legislation and the Miami Beach City Charter, and had all governmental, corporate and proprietary powers to enable it to conduct municipal government, perform municipal functions and render municipal services, including, but not limited to, the power to:

a. Construct, maintain and operate any municipal project and to award contracts for the construction, maintenance and operation of any municipal project;

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b. Provide whether and under what conditions watercraft may be anchored or landed;

c. Adopt all ordinances and do all things deemed necessary and expedient to promote and maintain the general welfare, comfort, peace, health and convenience of the City and its inhabitants; and

d. Exercise all of the powers and privileges conferred upon cities and towns by the general laws of the State of Florida not inconsistent with the Charter of the City of Miami Beach.

2. At all times material to this Indictment, the City Commission of Miami Beach, Florida (hereinafter referred to as "City Commission"), was a public body consisting of seven members, including the Mayor and six commissioners, each of whom was elected for a term of two years during every odd-numbered year. The City Commission was part of Miami Beach's commission-city manager form of government and was empowered to do and perform all things necessary for the government of the City and to make, establish and ordain for the government of Miami Beach, and its officers, ordinances and rules not inconsistent with the Constitution and laws of the United States, the Constitution of the State of Florida, and the terms and provisions of the Charter of the City of Miami Beach. The City Commission had, among others, the power to:

a. Supervise and control the construction and repairing of all public buildings and improvements of the City of Miami Beach;

- b. Erect and purchase buildings for municipal purposes;
- c. Operate, maintain, repair and extend its municipal properties;
- d. Acquire, lease, improve, maintain and operate lands for the parking of automotive vehicles;
- e. Approve the construction and erection of boat slips, docks, wharves, dolphin poles, mooring piles and structures extending up to 125 feet from residential lots into any part of Biscayne Bay or other waterways; and
- f. Impose regulations conducive to the safety, welfare and accommodation of the public.

3. At all times material to this Indictment, defendant ALEXANDER DAOUD was a member of the Miami Beach City Commission, first holding the office of commissioner and thereafter Mayor, and was also an attorney licensed to practice law in the State of Florida. The defendant was first elected to the City Commission in or about November 1979 and remained a commissioner until his election as the Mayor of Miami Beach in or about November 1985. The defendant was re-elected as Mayor in or about November of 1987 and 1989. In his capacity as Mayor, as part of his powers and duties, the defendant was recognized as the official head of the City for all ceremonial purposes, served as the presiding officer at the meetings of the City Commission, had a voice and a vote in the proceedings of the City Commission, but no veto power, was to sign all contracts and other instruments in writing to which the City was a party when authorized so to do by ordinance or

resolution of the City Commission, and was to perform such other duties as were by ordinance prescribed by the City Commission.

4. At all times material to this Indictment, the Miami Beach Marine Authority (hereinafter referred to as "Marine Authority") was a public body consisting of five appointed members, which was empowered to hear and pass upon applications for variances and waivers of the provisions of the City of Miami Beach Marine Ordinance and to grant special permission for, and recommend approval by the City Commission of, the construction of boat slips, docks, wharves, dolphin poles, mooring piles and structures extending up to 125 feet from residential lots into any part of Biscayne Bay or other waterways.

5. At all times material to this Indictment, the Board of Adjustment of the City of Miami Beach (hereinafter referred to as "Board of Adjustment") consisted of two ex-officio members without the right to vote and five members with the right to vote. The members of the Board of Adjustment were appointed by the City Commission for a term of one year. The power of the Board of Adjustment included, but was not limited to, the power to authorize variances from the terms of the Zoning Ordinance of Miami Beach.

6. At all times material to this Indictment, including during each of the calendar years 1987, 1988, 1989 and 1990, the City of Miami Beach was a local government that received federal assistance in excess of \$10,000 in a one year period.

7. At all times material to this Indictment, the Board of County Commissioners of Dade County, Florida (hereinafter referred

to as "County Commission"), consisted of nine elected members, including a Mayor and eight County Commissioners. The County Commission was the legislative and the governing body of Dade County and had the power to carry on a central metropolitan government, including, but not limited to, the power to approve, to approve with conditions, limitations or restrictions, or to deny, permits for proposed work to take place in, on, over or upon any tidal waters, bay-bottom lands or coastal wetlands in Dade County, pursuant to Article II, Chapter 24, of the Code of Metropolitan Dade County.

8. At all times material to this Indictment, the Miami Beach Convention Center was a municipal facility located on Convention Center Drive in Miami Beach. This facility was the subject of two construction projects authorized by the City, known as the Miami Beach Convention Center Expansion project and the Miami Beach Convention Center Expansion West Side Wrap-Around project, to which the following events related:

a. On or about May 3, 1985, the City entered into a contract with Borrelli-Frankel-Blitstein, Architects, in joint venture with Thompson, Ventulett, Stainback and Associates, to provide architectural services relating to the Miami Beach Convention Center Expansion project. On or about November 30, 1987, this contract was amended to include architectural services for the Miami Beach Convention Center Expansion West Side Wrap-Around project.

b. In or about October 1986, the City issued a request for proposal relating to construction on the Miami Beach Convention Center Expansion project. On or about January 14, 1987, the George Hyman Construction Company submitted a proposal in response to the City's request for proposal. On or about February 2, 1987, the City entered into a contract with the George Hyman Construction Company.

c. In or about November 1988, the City issued a request for proposal relating to construction on the Miami Beach Convention Center Expansion West Side Wrap-Around project. On or about December 1, 1988, the George Hyman Construction Company submitted the sole proposal in response to the City's request for proposal. On or about December 21, 1988, the City entered into a contract with the George Hyman Construction Company.

9. At all times material to this Indictment, the Miami Beach Theater of the Performing Arts (hereinafter referred to as "TOPA") was a municipal facility located on Washington Avenue in Miami Beach. This facility was the subject of a construction project authorized by the City known as the TOPA Reconstruction project. On or about June 19, 1987, the City entered into a contract with Borrelli-Frankel-Blitstein, Architects, in joint venture with Sasaki Associates, to provide architectural services relating to the TOPA Reconstruction project. In or about April 1988, the City issued a request for proposal relating to construction on the TOPA Reconstruction project. On or about May 24, 1988, the George Hyman Construction Company submitted the sole proposal in response to the

City's request for proposal. On or about June 10, 1988, the City entered into a contract with the George Hyman Construction Company.

10. At times material to this Indictment, the 13th Street Parking Garage was a municipal parking complex located at 1301 Collins Avenue, Miami Beach, Florida. On or about October 26, 1987, the City issued a request for proposal for the design and construction of a multi-story parking complex at 13th Street and Collins Avenue. On or about January 22, 1988, Miller & Solomon General Contractors, Inc. (hereinafter referred to as "Miller & Solomon"), acting in association with Frankel & Associates, Inc., submitted the sole proposal in response to the City's request for proposal. On or about July 28, 1988, the City entered into a design services contract with Miller & Solomon and Frankel & Associates, Inc., and a construction services contract with Miller & Solomon, both for services to be rendered in connection with the 13th Street Parking Garage. On or about November 16, 1989, a Certificate of Occupancy was issued by the City for the use of the 13th Street Parking Garage.

11. At all times material to this Indictment, Markus Frankel was an architect with a place of business in Miami Beach, Florida, operating initially as the sole proprietor of a firm known as Frankel and Associates and, since in or about 1987, as owner of Frankel & Associates, Inc. Frankel, whose activities affected interstate commerce, was engaged in the business of providing architectural services in connection with the design and construction of projects in Miami Beach and elsewhere.

12. At times material to this Indictment, Markus Frankel was associated with architects Jaime Borrelli and Peter Blitstein in a joint venture doing business under the name of Borrelli-Frankel-Blitstein, Architects (hereinafter referred to as "BFB Architects"), the activities of which affected interstate commerce. BFB Architects was formed for the purpose of obtaining and completing contracts to perform architectural services for the City of Miami Beach in connection with the design, renovation and construction of municipal projects in Miami Beach.

13. At all times material to this Indictment, Miller & Solomon General Contractors, Inc., was a Florida corporation engaged in the general contracting business, the activities of which affected interstate commerce and which had its office located in Miami, Florida. One of the owners and officers of Miller & Solomon was Donald Kipnis.

14. At all times material to this Indictment, the South Florida Carpenters District Council was a labor organization affiliated with the United Brotherhood of Carpenters & Joiners of America (hereinafter referred to as "the United Brotherhood of Carpenters") which had its principal offices in Hialeah, Florida, and which was composed of United Brotherhood of Carpenters local unions from the counties of Dade, Broward and Palm Beach in Florida.

15. At various times material to this Indictment, Jose Collado was the business manager of the South Florida Carpenters

District Council and a representative of the United Brotherhood of Carpenters in South Florida.

16. At times material to this Indictment, Eugene Perodeau was recording secretary and an assistant to the business manager of the South Florida Carpenters District Council.

17. At all times material to this Indictment, Plumbers Local Union No. 519 was a labor organization with principal offices in Miami, Florida, that represented plumbers in the counties of Dade and Monroe, Florida.

18. At all times material to this Indictment, John A. Lindstrom was the business manager and chief executive officer of Plumbers Local Union No. 519.

19. At all times material to this Indictment, Howard Armel was a business agent of Plumbers Local Union No. 519.

20. At all times material to this Indictment, Local Union No. 349 of the International Brotherhood of Electrical Workers (hereinafter referred to as "IBEW Local 349") was a labor organization with principal offices in Miami, Florida, that represented electricians in Dade County, Florida.

21. At all times material to this Indictment, Arthur Fernandez was the business manager and chief executive officer of IBEW Local 349.

22. At times material to this Indictment, W. Edd Helms, Jr., was the President of Edd Helms Electrical Contracting, Inc., Edd Helms Electrical Service, Inc., and Hotelecoppy, Inc.

23. At all times material to this Indictment, Edd Helms Electrical Contracting, Inc., was a Florida corporation engaged in the electrical contracting business which had its office in Miami, Florida. Edd Helms Electrical Contracting, Inc., employed union electricians and worked as a subcontractor for the George Hyman Construction Company on the Miami Beach Convention Center Expansion project, the Miami Beach Convention Center Expansion West Side Wrap-Around project and the TOPA Reconstruction project.

24. At times material to this Indictment, Hotelecoply, Inc., was a Florida corporation which had its offices in Miami, Florida, and which operated a public-access facsimile machine network in hotels, airports and other public locations. Since its formation in or about 1985, the President and largest stockholder of Hotelecoply, Inc., was W. Edd Helms, Jr. Beginning in or about October 1989, the stock of Hotelecoply, Inc., was publicly traded.

25. At times material to this Indictment, G. Dale Murray was the controlling shareholder and President of Murray Industries, Inc., the sole shareholder and director of 44-43 Corp. and the President of South Pointe Development Company.

26. At times material to this Indictment, Murray Industries, Inc., was a corporation registered and licensed to do business in the State of Delaware, the controlling shareholder of which was G. Dale Murray and which was primarily engaged in the business of manufacturing Chris Craft and other boats.

27. At times material to this Indictment, Murray Boat Administrative Services, Inc., was a corporation registered and

licensed to do business in the State of Delaware which was a wholly-owned subsidiary of Murray Industries, Inc., and which provided administrative services to Murray Industries, Inc.

28. At times material to this Indictment, 44-43 Corp. was a Florida corporation whose sole shareholder and director was G. Dale Murray and was a holding company and the majority shareholder of American Community Development Group, Inc.

29. At times material to this Indictment, American Community Development Group, Inc., was a Florida corporation involved in the development of real estate and was the parent company of South Pointe Development Company.

30. At times material to this Indictment, South Pointe Development Company was a Florida corporation and a wholly-owned subsidiary of American Community Development Group, Inc., which was involved in the development of a parcel of land known as the South Pointe Parcel. At times material to this Indictment, the President of South Pointe Development Company was G. Dale Murray.

31. At all times material to this Indictment, the South Pointe Parcel project was a plan to develop approximately 18.5 acres of property at the southern tip of Miami Beach pursuant to a development agreement entered into between the City of Miami Beach and South Pointe Development Company on or about October 9, 1984. When the project was completed, the South Pointe Parcel was to include residential condominium units, a luxury hotel, recreational club facilities and commercial areas. Financing for land acquisition by South Pointe Development Company was provided

by CentTrust Savings Bank in the approximate amount of \$13.6 million. The first phase of the project, scheduled for completion in or about the latter half of 1987, was a high-rise condominium building and adjacent parking facility known as South Pointe Tower I. On or about May 18, 1987, CentTrust Savings Bank filed a mortgage foreclosure action against South Pointe Development Company, 44-43 Corp. and others. On or about August 3, 1987, South Pointe Development Company refinanced the South Pointe Parcel project with loans from Capital Bank and First American Bank and Trust which provided funds, among other things, to pay off the CentTrust Savings Bank mortgage in full. The Capital Bank loan, in the total amount of \$10,000,000, had as participating lenders the Carpenters' Pension Fund of South Florida, the South Florida Electrical Workers Pension Plan and Trust and the Plumbers Local Union No. 519 Pension Trust Fund.

32. At times material to this Indictment, Finley, Kumble, Wagner, Heine, Underberg, Manley, Myerson & Casey (hereinafter referred to as "Finley Kumble") was a law firm with offices in Miami, Florida, and elsewhere. In connection with the refinancing of the South Pointe Parcel project and the CentTrust mortgage foreclosure litigation in or about the summer of 1987, Finley Kumble represented South Pointe Development Company, American Community Development Group, Inc., and 44-43 Corp.

33. At all times material to this Indictment, Galbut, Galbut & Menin was a law firm with offices in Miami Beach, Florida. At times material to this Indictment, ALEXANDER DAOUD was an attorney

associated with Galbut, Galbut & Menin. On or about December 29, 1987, Finley Kumble issued a check in the amount of \$26,250, payable to Galbut, Galbut & Menin, relating to the refinancing of the South Pointe Parcel project.

34. At times material to this Indictment, Thomas F. Daly was in the real estate development business in Florida. In or about 1987, Daly was the developer of the Mystic Pointe residential development in North Miami Beach, Florida. In or about 1988, Daly began to actively seek properties to develop in the South Pointe area of Miami Beach. In or about September and October of 1988, a company owned and controlled by Daly purchased properties at 101 South Ocean Drive and 115 Ocean Drive in the South Pointe area.

35. At times material to this Indictment, Robert Caplan was an interior designer who operated under the name R. Stuart Design Associates, Inc. At times material to this Indictment, Robert Caplan did work as an independent contractor at Thomas F. Daly's Mystic Pointe development.

36. At times material to this Indictment, Gilberto Martinez was a resident of Miami Beach, Florida, residing at 1727 W. 27th Street, Sunset Island No. 2, Miami Beach. At times, Martinez owned and was the president of a boxing and entertainment promotion business known as Ivette Promotion, Inc., which sponsored live and televised boxing events at the Miami Beach Convention Center and the Abel Holtz Stadium, both municipal facilities in Miami Beach.

37. At times material to this Indictment, David Paul was a resident of Miami Beach, Florida, residing at La Gorce Circle, La

Gorce Island, Miami Beach. On or about February 4, 1987, the City Commission voted to disapprove Paul's application to allow the installation of two 5-cluster dolphin pilings and ten single piles into the waterway adjacent to his property. On or about June 1, 1988, the City Commission voted to approve Paul's application to allow the installation of two 3-cluster dolphin pilings into the waterway adjacent to his property. On or about July 19, 1988, the County Commission voted to approve Paul's application for a Class I permit to install two 3-cluster dolphin piles into the waterway adjacent to his property.

38. At times material to this Indictment, David Paul was the Chief Executive Officer, Chairman of the Board and largest shareholder of CentTrust Savings Bank, a Florida capital stock savings and loan association with its principal office in Miami, Florida, the activities of which affected interstate commerce.

39. At times material to this Indictment, Old American Insurance Company was a Missouri life insurance company engaged in the insurance business and was a subsidiary of CentTrust Savings Bank.

40. At all times material to this Indictment, Egmont Sonderling and his wife, Frosene Sonderling, were residents of Miami Beach, Florida, residing at 4403 Pine Tree Drive, Miami Beach, whose activities affected interstate commerce. On or about August 16, 1988, Frosene Sonderling submitted a letter to the City requesting a revocable permit for construction of a stamped concrete driveway in a portion of the right-of-way of the City

adjacent to her residence. On or about September 7, 1988, the City Commission voted to authorize the Mayor and City Clerk to execute the revocable permit. On or about September 15, 1988, the defendant executed the revocable permit.

41. At times material to this Indictment, Orlando Gonzalez was a resident of Miami Beach, Florida, residing at 5030 Pine Tree Drive, Miami Beach. After this residence was purchased in 1988, Gonzalez undertook various renovation and construction projects at the property which required permits from the Miami Beach Building Department and a variance from the Board of Adjustment. On or about October 19, 1988, Berta Maritza Gonzalez, the wife of Orlando Gonzalez, submitted an after-the-fact application to the Board of Adjustment on behalf of B.M.G. Investments, Inc., the owner of the property, for a variance relating to a wall on the property. On or about December 2, 1988, the Board of Adjustment approved with conditions the request for a variance.

42. On or about February 28, 1988, defendant ALEXANDER DAOUD signed a contract to purchase a residence located at 1800 West 24th Street, Sunset Island No. 3, Miami Beach, Florida. On or about June 24, 1988, he closed on the purchase of this residence.

The RICO Violation

43. At all times material to this Indictment, the City of Miami Beach, Florida, was a duly incorporated municipality, more fully described in paragraph one herein, and constituted an "enterprise" as that term is defined by Title 18, United States

Code, Section 1961(4), which was engaged in, and the activities of which affected, interstate and foreign commerce.

44. Between in or about November 1985 and in or about June 1990, in the City of Miami Beach, Dade County, in the Southern District of Florida, and elsewhere, the defendant,

ALEXANDER DAOUD,

being employed by and associated with an enterprise engaged in, and the activities of which affected, interstate and foreign commerce, that is, the City of Miami Beach, did knowingly, willfully and unlawfully conduct and participate, directly and indirectly, in the conduct of the affairs of the enterprise through a pattern of racketeering activity as that term is defined by Title 18, United States Code, Sections 1961(1) and 1961(5), consisting of multiple acts of the following: extortion and attempted extortion, in violation of Title 18, United States Code, Section 1951; laundering of monetary instruments, in violation of Title 18, United States Code, Sections 1956(a)(1)(A)(i) and 1956(a)(1)(B)(i); bribery, in violation of Section 838.015, Florida Statutes; and unlawful compensation or reward for official behavior, in violation of Sections 838.016(1) and (2), Florida Statutes.

The Pattern of Racketeering Activity

45. Specifically, the pattern of racketeering activity through which the defendant, ALEXANDER DAOUD, conducted and participated, directly and indirectly, in the conduct of the affairs of the enterprise consisted of two or more of the following Racketeering Acts:

RACKETEERING ACT NO. 1

Frankel & Associates, Inc.

46. Between in or about November 1987 and in or about April 1990, the exact dates being unknown to the grand jury, in Dade County, in the Southern District of Florida, and elsewhere, the defendant, ALEXANDER DAOUD, committed the following acts, any one of which alone constitutes Racketeering Act No. 1:

(a) Extortion and attempted extortion, in violation of Title 18, United States Code, Section 1951, as alleged in Count Two of this Indictment, which is incorporated by reference as if set forth in full herein;

(b) Unlawfully, feloniously and corruptly did request, solicit, accept and agree to accept from Frankel & Associates, Inc., its agents and officers, benefits, those being, architectural plans, drawings, renderings and the value of architectural and engineering services, with the intent and purpose to influence the performance of acts and omissions which Frankel & Associates, Inc., its agents and officers, did believe to be and which defendant ALEXANDER DAOUD did represent as being within the official discretion of a public servant, in violation of a public duty and in the performance of a public duty, those being, the taking of official action favorable to Frankel & Associates, Inc., its agents and officers, and the refraining from taking official action adverse to Frankel & Associates, Inc., its agents and officers, in connection with its business relationship with the City of Miami Beach, in violation of Section 838.015, Florida Statutes;

(c) Unlawfully, feloniously and corruptly did request, solicit, accept and agree to accept from Frankel & Associates, Inc., its agents and officers, benefits not authorized by law, those being, architectural plans, drawings, renderings and the value of architectural and engineering services, for the past, present and future performance and non-performance of acts and omissions which Frankel & Associates, Inc., its agents and officers, did believe to be and which defendant ALEXANDER DAOUD did represent to be within his official discretion as a public servant, that is, Mayor of the City of Miami Beach, in violation of a public duty, and in performance of a public duty, those being, the taking of official action favorable to Frankel & Associates, Inc., its agents and officers, and the refraining from taking official action adverse to Frankel & Associates, Inc., its agents and officers, regarding its business relationship with the City of Miami Beach, in violation of Section 838.016(1), Florida Statutes;

(d) Unlawfully, feloniously and corruptly did request, solicit, accept and agree to accept from Frankel & Associates, Inc., its agents and officers, benefits not authorized by law, those being, architectural plans, renderings, drawings and the value of architectural and engineering services, for the past, present and future exertion of influence upon and with other public officials, those being, members of the City Commission and administrative officers and employees of the City of Miami Beach, regarding acts and omissions which Frankel & Associates, Inc., its agents and officers, did believe to be and which defendant

ALEXANDER DAOUD did represent to be within the official discretion of these other public officials, in violation of a public duty, and in performance of a public duty, those being, the taking of official action favorable to Frankel & Associates, Inc., its agents and officers, and the refraining from taking official action adverse to Frankel & Associates, Inc., its agents and officers, in connection with its business relationship with the City of Miami Beach, in violation of Section 838.016(2), Florida Statutes.

RACKETEERING ACT NO. 2

Miller & Solomon General Contractors, Inc.

47. Between in or about January 1988 and in or about April 1990, the exact dates being unknown to the grand jury, in Dade County, in the Southern District of Florida, and elsewhere, the defendant, ALEXANDER DAOUD, committed the following acts, any one of which alone constitutes Racketeering Act No. 2:

(a) Extortion and attempted extortion, in violation of Title 18, United States Code, Section 1951, as alleged in Count Four of this Indictment, which is incorporated by reference as if set forth in full herein;

(b) Unlawfully, feloniously and corruptly did request, solicit, accept and agree to accept from Miller & Solomon General Contractors, Inc., its agents and officers, benefits, those being, the value of design review, project management and supervisory services, materials, supplies and fixtures, with the intent and purpose to influence the performance of acts and omissions which Miller & Solomon General Contractors, Inc., its agents and

officers, did believe to be and which defendant ALEXANDER DAOUD did represent as being within the official discretion of a public servant, in violation of a public duty and in the performance of a public duty, those being, the taking of official action favorable to Miller & Solomon General Contractors, Inc., its agents and officers, and the refraining from taking official action adverse to Miller & Solomon General Contractors, Inc., its agents and officers, regarding its business relationship with the City of Miami Beach, in violation of Section 838.015, Florida Statutes;

(c) Unlawfully, feloniously and corruptly did request, solicit, accept and agree to accept from Miller & Solomon General Contractors, Inc., its agents and officers, benefits not authorized by law, those being, the value of design review, project management and supervisory services, materials, supplies and fixtures, for the past, present and future performance and non-performance of acts and omissions which Miller & Solomon General Contractors, Inc., its agents and officers, did believe to be and which defendant ALEXANDER DAOUD did represent to be within his official discretion as a public servant, that is, Mayor of the City of Miami Beach, in violation of a public duty, and in performance of a public duty, those being, the taking of official action favorable to Miller & Solomon General Contractors, Inc., its agents and officers, and the refraining from taking official action adverse to Miller & Solomon General Contractors, Inc., its agents and officers, regarding its business relationship with the City of Miami Beach, in violation of Section 838.016(1), Florida Statutes;

(d) Unlawfully, feloniously and corruptly did request, solicit, accept and agree to accept from Miller & Solomon General Contractors, Inc., its agents and officers, benefits not authorized by law, those being, the value of design review, project management and supervisory services, materials, supplies and fixtures, for the past, present and future exertion of influence upon and with other public officials, those being, members of the City Commission and administrative officers and employees of the City of Miami Beach, regarding acts and omissions which Miller and Solomon General Contractors, Inc., its agents and officers, did believe to be and which defendant ALEXANDER DAOUD did represent to be within the official discretion of these other public officials, in violation of a public duty, and in performance of a public duty, those being, the taking of official action favorable to Miller & Solomon General Contractors, Inc., its agents and officers, and the refraining from taking official action adverse to Miller & Solomon General Contractors, Inc., its agents and officers, regarding its business relationship with the City of Miami Beach, in violation of Section 838.016(2), Florida Statutes.

RACKETEERING ACT NO. 3

South Florida Carpenters District Council

48. Between in or about March 1988 and in or about December 1988, the exact dates being unknown to the grand jury, in Dade County, in the Southern District of Florida, and elsewhere, the defendant, ALEXANDER DAOUD, committed the following acts, any one of which alone constitutes Racketeering Act No. 3:

(a) Unlawfully, feloniously and corruptly did request, solicit, accept and agree to accept from the South Florida Carpenters District Council, its agents and officers, benefits not authorized by law, that is, the value of carpentry services, for the past, present and future performance and non-performance of acts and omissions which the South Florida Carpenters District Council, its agents and officers, did believe to be and which defendant ALEXANDER DAOUD did represent to be within his official discretion as a public servant, that is, Mayor of the City of Miami Beach, in violation of a public duty, and in performance of a public duty, those being, the taking of official action favorable to the South Florida Carpenters District Council, its agents and officers, and the refraining from taking official action adverse to the South Florida Carpenters District Council, its agents and officers, in matters concerning construction projects within the City of Miami Beach, in violation of Section 838.016(1), Florida Statutes;

(b) Unlawfully, feloniously and corruptly did request, solicit, accept and agree to accept from the South Florida Carpenters District Council, its agents and officers, benefits not authorized by law, that is, the value of carpentry services, for the past, present and future exertion of influence upon and with other public officials, those being, members of the City Commission and administrative officers and employees of the City of Miami Beach, regarding acts and omissions which the South Florida Carpenters District Council, its agents and officers, did believe

to be and which defendant ALEXANDER DAOUD did represent to be within the official discretion of these other public officials, in violation of a public duty, and in performance of a public duty, those being, the taking of official action favorable to the South Florida Carpenters District Council, its agents and officers, and the refraining from taking official action adverse to the South Florida Carpenters District Council, its agents and officers, in matters concerning construction projects within the City of Miami Beach, in violation of Section 838.016(2), Florida Statutes.

RACKETEERING ACT NO. 4

Plumbers Local Union No. 519

49. Between in or about March 1988 and in or about December 1988, the exact dates being unknown to the grand jury, in Dade County, in the Southern District of Florida, and elsewhere, the defendant, ALEXANDER DAOUD, committed the following acts, any one of which alone constitutes Racketeering Act No. 4:

(a) Unlawfully, feloniously and corruptly did request, solicit, accept and agree to accept from Plumbers Local Union No. 519, its agents and officers, benefits not authorized by law, that is, the value of plumbing services, for the past, present and future performance and non-performance of acts and omissions which Plumbers Local Union No. 519, its agents and officers, did believe to be and which defendant ALEXANDER DAOUD did represent to be within his official discretion as a public servant, that is, Mayor of the City of Miami Beach, in violation of a public duty, and in performance of a public duty, those being, the taking of official

action favorable to Plumbers Local Union No. 519, its agents and officers, and the refraining from taking official action adverse to Plumbers Local Union No. 519, its agents and officers, in matters concerning construction projects within the City of Miami Beach, in violation of Section 838.016(1), Florida Statutes;

(b) Unlawfully, feloniously and corruptly did request, solicit, accept and agree to accept from Plumbers Local Union No. 519, its agents and officers, benefits not authorized by law, that is, the value of plumbing services, for the past, present and future exertion of influence upon and with other public officials, those being, members of the City Commission and administrative officers and employees of the City of Miami Beach, regarding acts and omissions which Plumbers Local Union No. 519, its agents and officers, did believe to be and which defendant ALEXANDER DAOUD did represent to be within the official discretion of these other public officials, in violation of a public duty, and in performance of a public duty, those being, the taking of official action favorable to Plumbers Local Union No. 519, its agents and officers, and the refraining from taking official action adverse to Plumbers Local Union No. 519, its agents and officers, in matters concerning construction projects within the City of Miami Beach, in violation of Section 838.016(2), Florida Statutes.

RACKETEERING ACT NO. 5

W. Edd Helms, Jr.

50. Between in or about May 1988 and in or about June 1990, the exact dates being unknown to the grand jury, in Dade County,

in the Southern District of Florida, and elsewhere, the defendant, ALEXANDER DAOUD, committed the following acts, any one of which alone constitutes Racketeering Act No. 5:

(a) Unlawfully, feloniously and corruptly did request, solicit, accept and agree to accept from W. Edd Helms, Jr., and companies with which he was associated, their agents and officers, benefits, those being, payment of approximately \$2,000 and the value of electrical services, materials, supplies and fixtures, with the intent and purpose to influence the performance of acts and omissions which W. Edd Helms, Jr., and companies with which he was associated, did believe to be and which defendant ALEXANDER DAOUD did represent as being within the official discretion of a public servant, in violation of a public duty and in the performance of a public duty, those being, the taking of official action favorable to W. Edd Helms, Jr., and companies with which he was associated, and the refraining from taking official action adverse to W. Edd Helms, Jr., and companies with which he was associated, regarding business with the City of Miami Beach, in violation of Section 838.015, Florida Statutes;

(b) Unlawfully, feloniously and corruptly did request, solicit, accept and agree to accept from W. Edd Helms, Jr., and companies with which he was associated, their agents and officers, benefits not authorized by law, those being, payment of approximately \$2,000 and the value of electrical services, materials, supplies and fixtures, for the past, present and future performance and non-performance of acts and omissions which W. Edd

Helms, Jr., and companies with which he was associated, did believe to be and which defendant ALEXANDER DAOUD did represent to be within his official discretion as a public servant, that is, Mayor of the City of Miami Beach, in violation of a public duty, and in performance of a public duty, those being, the taking of official action favorable to W. Edd Helms, Jr., and companies with which he was associated, and the refraining from taking official action adverse to W. Edd Helms, Jr., and companies with which he was associated, regarding business with the City of Miami Beach, in violation of Section 838.016(1), Florida Statutes;

(c) Unlawfully, feloniously and corruptly did request, solicit, accept and agree to accept from W. Edd Helms, Jr., and companies with which he was associated, their agents and officers, benefits not authorized by law, those being, payment of approximately \$2,000 and the value of electrical services, materials, supplies and fixtures, for the past, present and future exertion of influence upon and with other public officials, those being, members of the City Commission and administrative officers and employees of the City of Miami Beach, regarding acts and omissions which W. Edd Helms, Jr., and companies with which he was associated, did believe to be and which defendant ALEXANDER DAOUD did represent to be within the official discretion of these other public officials, in violation of a public duty, and in performance of a public duty, those being, the taking of official action favorable to W. Edd Helms, Jr., and companies with which he was associated, and the refraining from taking official action adverse

to W. Edd Helms, Jr., and companies with which he was associated, regarding business with the City of Miami Beach, in violation of Section 838.016(2), Florida Statutes.

(d) Money laundering, in violation of Title 18, United States Code, Sections 1956(a)(1)(A)(i), 1956(a)(1)(B)(i) and 2, as alleged in Count Nine of this Indictment, which is incorporated by reference as if set forth in full herein.

RACKETEERING ACT NO. 6

Finley, Kumble, Wagner, Heine, Underberg, Manley, Myerson & Casey

51. Between in or about November 1987 and in or about January 1988, the exact dates being unknown to the grand jury, in Dade County, in the Southern District of Florida, and elsewhere, the defendant, ALEXANDER DAOUD, committed the following acts, any one of which alone constitutes Racketeering Act No. 6:

(a) Unlawfully, feloniously and corruptly did request, solicit, accept and agree to accept from Finley Kumble, its agents and officers, a pecuniary benefit not authorized by law, that is, approximately \$25,000, for the past, present and future performance and non-performance of acts and omissions which Finley Kumble, its agents and officers, did believe to be and which defendant ALEXANDER DAOUD did represent to be within his official discretion as a public servant, that is, Mayor of the City of Miami Beach, in violation of a public duty, and in performance of a public duty, those being, the taking of official action favorable to Finley Kumble and its clients, and the refraining from taking official action adverse to Finley Kumble and its clients, in connection with

efforts to refinance and complete the South Pointe Parcel project, in violation of Section 838.016(1), Florida Statutes;

(b) Money laundering, in violation of Title 18, United States Code, Sections 1956(a)(1)(A)(i), 1956(a)(1)(B)(i) and 2, as alleged in Count Eleven of this Indictment, which is incorporated by reference as if set forth in full herein.

RACKETEERING ACT NO. 7

Murray Industries, Inc.

52. Between in or about February 1988 and in or about June 1988, the exact dates being unknown to the grand jury, in Dade County, in the Southern District of Florida, and elsewhere, the defendant, ALEXANDER DAOUD, committed the following acts, any one of which alone constitutes Racketeering Act No. 7:

(a) Unlawfully, feloniously and corruptly did request, solicit, accept and agree to accept from Murray Industries, Inc., its agents and officers, pecuniary benefits not authorized by law totaling approximately \$11,000, for the past, present and future performance and non-performance of acts and omissions which Murray Industries, Inc., its agents and officers, did believe to be and which defendant ALEXANDER DAOUD did represent to be within his official discretion as a public servant, that is, Mayor of the City of Miami Beach, in violation of a public duty, and in performance of a public duty, those being, the taking of official action favorable to G. Dale Murray and companies with which he was associated, and the refraining from taking official action adverse to G. Dale Murray and companies with which he was associated,

regarding business with the City of Miami Beach, in violation of Section 838.016(1), Florida Statutes;

(b) Unlawfully, feloniously and corruptly did request, solicit, accept and agree to accept from Murray Industries, Inc., its agents and officers, pecuniary benefits not authorized by law totaling approximately \$11,000, for the past, present and future exertion of influence upon and with other public officials, those being, members of the City Commission and administrative officers and employees of the City of Miami Beach, regarding acts and omissions which Murray Industries, Inc., its agents and officers, did believe to be and which defendant ALEXANDER DAOUD did represent to be within the official discretion of these other public officials, in violation of a public duty, and in performance of a public duty, those being, the taking of official action favorable to G. Dale Murray and companies with which he was associated, and the refraining from taking official action adverse to G. Dale Murray and companies with which he was associated, regarding business with the City of Miami Beach, in violation of Section 838.016(2), Florida Statutes;

(c) Money laundering, in violation of Title 18, United States Code, Sections 1956(a)(1)(A)(i), 1956(a)(1)(B)(i) and 2, as alleged in Counts Fourteen and Fifteen of this Indictment, which are incorporated by reference as if set forth in full herein.

RACKETEERING ACT NO. 8

Thomas F. Daly

53. Between in or about May 1988 and in or about April 1990, the exact dates being unknown to the grand jury, in Dade County, in the Southern District of Florida, and elsewhere, the defendant, ALEXANDER DAOUD, committed the following acts, any one of which alone constitutes Racketeering Act No. 8:

(a) Unlawfully, feloniously and corruptly did request, solicit, accept and agree to accept, from Thomas F. Daly and business entities and persons with which he was associated, benefits not authorized by law, those being, the value of interior design services, supervisory services, materials, supplies, furniture, fixtures and other home improvements, for the past, present and future performance and non-performance of acts and omissions, which Thomas F. Daly and business entities and persons with which he was associated did believe to be and which defendant ALEXANDER DAOUD did represent to be within his official discretion as a public servant, that is, Mayor of the City of Miami Beach, in violation of public duty, and in performance of a public duty, those being, the taking of official action favorable to companies owned and controlled by Thomas F. Daly, and the refraining from taking official action adverse to companies owned and controlled by Thomas F. Daly, regarding plans to develop property in the City of Miami Beach, in violation of Section 838.016(1), Florida Statutes;

(b) Unlawfully, feloniously and corruptly did request, solicit, accept and agree to accept, from Thomas F. Daly and business entities and persons with which he was associated, benefits not authorized by law, those being, the value of interior design services, supervisory services, materials, supplies, furniture, fixtures and other home improvements, for the past, present and future exertion of influence upon and with other public officials, those being, members of the City Commission and administrative officers and employees of the City of Miami Beach, regarding acts and omissions which Thomas F. Daly and business entities and persons with which he was associated did believe to be and which defendant ALEXANDER DAOUD did represent to be within the official discretion of these other public officials, in violation of a public duty, and in performance of a public duty, those being, the taking of official action favorable to companies owned and controlled by Thomas F. Daly, and the refraining from taking official action adverse to companies owned and controlled by Thomas F. Daly, regarding plans to develop property in the City of Miami Beach, in violation of Section 838.016(2), Florida Statutes.

RACKETEERING ACT NO. 9

Gilberto Martinez

54. On or about March 14, 1988, the exact date being unknown to the grand jury, in Dade County, in the Southern District of Florida, and elsewhere, the defendant, ALEXANDER DAOUD, committed

the following acts, any one of which alone constitutes Racketeering Act No. 9:

(a) Unlawfully, feloniously and corruptly did request, solicit, accept and agree to accept from Gilberto Martinez, a pecuniary benefit not authorized by law, that is, approximately \$10,000, for the past, present and future performance and non-performance of acts and omissions which Gilberto Martinez did believe to be and which defendant ALEXANDER DAOUD did represent to be within his official discretion as a public servant, that is, Mayor of the City of Miami Beach, in violation of a public duty, and in performance of a public duty, those being, the taking of official action favorable to Gilberto Martinez, and the refraining from taking official action adverse to Gilberto Martinez, concerning his business and personal relationship with the City of Miami Beach, in violation of Section 838.016(1), Florida Statutes;

(b) Unlawfully, feloniously and corruptly did request, solicit, accept and agree to accept from Gilberto Martinez, a pecuniary benefit not authorized by law, that is, approximately \$10,000, for the past, present and future exertion of influence upon and with other public officials, those being, members of the City Commission and administrative officers and employees of the City of Miami Beach, regarding acts and omissions which Gilberto Martinez did believe to be and which defendant ALEXANDER DAOUD did represent to be within the official discretion of these other public officials, in violation of a public duty, and in performance of a public duty, those being, the taking of official action

favorable to Gilberto Martinez, and the refraining from taking official action adverse to Gilberto Martinez, regarding his business and personal relationship with the City of Miami Beach, in violation of Section 838.016(2), Florida Statutes.

RACKETEERING ACT NO. 10

CentTrust Savings Bank and
Old American Insurance Company

55. Between in or about March 1988 and in or about June 1989, the exact dates being unknown to the grand jury, in Dade County, in the Southern District of Florida, and elsewhere, the defendant, ALEXANDER DAOUD, committed the following acts, any one of which alone constitutes Racketeering Act No. 10:

X (a) Unlawfully, feloniously and corruptly did request, solicit, accept and agree to accept from CentTrust Savings Bank, its subsidiary, agents and officers, pecuniary benefits totaling approximately \$35,000, with the intent and purpose to influence the performance of acts and omissions which CentTrust Savings Bank, its subsidiary, agents and officers, did believe to be and which the defendant ALEXANDER DAOUD did represent as being within the official discretion of a public servant, in violation of a public duty and in the performance of a public duty, those being, the taking of official action in favor of David Paul, and the refraining from taking official action adverse to David Paul, in matters concerning his residence located on La Gorce Island in the City of Miami Beach, in violation of Section 838.015, Florida Statutes;

(b) Unlawfully, feloniously and corruptly did request, solicit, accept and agree to accept from CentTrust Savings Bank, its subsidiary, agents and officers, pecuniary benefits not authorized by law totaling approximately \$35,000, for the past, present and future performance and non-performance of acts and omissions which CentTrust Savings Bank, its subsidiary, agents and officers, did believe to be and which defendant ALEXANDER DAOUD did represent to be within his official discretion as a public servant, that is, Mayor of the City of Miami Beach, in violation of a public duty, and in performance of a public duty, those being, the taking of official action favorable to David Paul, and the refraining from taking official action adverse to David Paul, in matters concerning his residence located on La Gorce Island in the City of Miami Beach, in violation of Section 838.016(1), Florida Statutes;

(c) Unlawfully, feloniously and corruptly did request, solicit, accept and agree to accept from CentTrust Savings Bank, its subsidiary, agents and officers, pecuniary benefits not authorized by law totaling approximately \$35,000, for the past, present and future exertion of influence upon and with other public officials, those being, members of the City Commission, the Marine Authority, the County Commission and administrative officers and employees of the City of Miami Beach, regarding acts and omissions which CentTrust Savings Bank, its subsidiary, agents and officers did believe to be and which defendant ALEXANDER DAOUD did represent to be within the official discretion of these other public officials, in violation of a public duty, and in performance of a public duty,

those being, the taking of official action favorable to David Paul, and the refraining from taking official action adverse to David Paul, in matters concerning his residence located on La Gorce Island in the City of Miami Beach, in violation of Section 838.016(2), Florida Statutes;

(d) Money laundering, in violation of Title 18, United States Code, Sections 1956(a)(1)(A)(i), 1956(a)(1)(B)(i) and 2, as alleged in Counts Twenty-Five through Thirty-One of this Indictment, which are incorporated by reference as if set forth in full herein.

RACKETEERING ACT NO. 11

Egmont Sonderling

56. In or about September 1988, the exact dates being unknown to the grand jury, in Dade County, in the Southern District of Florida, and elsewhere, the defendant, ALEXANDER DAOUD, committed the following acts, any one of which alone constitutes Racketeering Act No. 11:

(a) Extortion and attempted extortion, in violation of Title 18, United States Code, Sections 1951 and 2, as alleged in Count Thirty-Two of this Indictment, which is incorporated by reference as if set forth in full herein;

(b) Unlawfully, feloniously and corruptly did request, solicit, accept and agree to accept from Egmont Sonderling, a pecuniary benefit, that is, approximately \$3,000, with the intent and purpose to influence the performance of an act and omission which Egmont Sonderling did believe to be and which defendant

ALEXANDER DAOUD did represent as being within the official discretion of a public servant, in violation of a public duty and in the performance of a public duty, that is, the taking of official action favorable to Egmont Sonderling, and the refraining from taking official action adverse to Egmont Sonderling, in his efforts to obtain a revocable permit for construction of a stamped concrete driveway in a portion of the right-of-way of the City of Miami Beach at 4403 Pine Tree Drive, Miami Beach, in violation of Section 838.015, Florida Statutes;

(c) Unlawfully, feloniously and corruptly did request, solicit, accept and agree to accept from Egmont Sonderling, a pecuniary benefit not authorized by law, that is, approximately \$3,000, for the past, present and future performance and non-performance of an act and omission which Egmont Sonderling did believe to be and which defendant ALEXANDER DAOUD did represent to be within his official discretion as a public servant, that is, Mayor of the City of Miami Beach, in violation of a public duty, and in performance of a public duty, that is, the taking of official action favorable to Egmont Sonderling, and the refraining from taking official action adverse to Egmont Sonderling, in his efforts to obtain a revocable permit for construction of a stamped concrete driveway in a portion of the right-of-way of the City of Miami Beach at 4403 Pine Tree Drive, Miami Beach, in violation of Section 838.016(1), Florida Statutes;

(d) Unlawfully, feloniously and corruptly did request, solicit, accept and agree to accept from Egmont Sonderling, a

pecuniary benefit not authorized by law, that is, approximately \$3,000, for the past, present and future exertion of influence upon and with other public officials, those being, members of the City Commission and administrative officers and employees of the City of Miami Beach, regarding an act and omission which Egmont Sonderling did believe to be and which defendant ALEXANDER DAOUD did represent to be within the official discretion of these other public officials, in violation of a public duty, and in performance of a public duty, that is, the taking of official action favorable to Egmont Sonderling, and the refraining from taking official action adverse to Egmont Sonderling, in his efforts to obtain a revocable permit for construction of a stamped concrete driveway in a portion of the right-of-way of the City of Miami Beach at 4403 Pine Tree Drive, Miami Beach, in violation of Section 838.016(2), Florida Statutes;

(e) Money laundering, in violation of Title 18, United States Code, Sections 1956(a)(1)(A)(i), 1956(a)(1)(B)(i) and 2, as alleged in Count Thirty-Four of this Indictment, which is incorporated by reference as if set forth in full herein.

RACKETEERING ACT NO. 12

Orlando Gonzalez

57. In or about December 1988, the exact date being unknown to the grand jury, in Dade County, in the Southern District of Florida, and elsewhere, the defendant, ALEXANDER DAOUD, committed the following acts, any one of which alone constitutes Racketeering Act No. 12:

(a) Unlawfully, feloniously and corruptly did request, solicit, accept and agree to accept from Orlando Gonzalez, a pecuniary benefit not authorized by law, that is, approximately \$15,000, for the past, present and future performance and non-performance of acts and omissions which Orlando Gonzalez did believe to be and which defendant ALEXANDER DAOUD did represent to be within his official discretion as a public servant, that is, Mayor of the City of Miami Beach, in violation of a public duty, and in performance of a public duty, those being, the taking of official action favorable to Orlando Gonzalez, and the refraining from taking official action adverse to Orlando Gonzalez, regarding his efforts to obtain permits and a variance for construction at 5030 Pine Tree Drive, Miami Beach, and his plans to purchase hotels in Miami Beach, in violation of Section 838.016(1), Florida Statutes;

(b) Unlawfully, feloniously and corruptly did request, solicit, accept and agree to accept from Orlando Gonzalez, a pecuniary benefit not authorized by law, that is, approximately \$15,000, for the past, present and future exertion of influence upon and with other public officials, those being, members of the Board of Adjustment, members of the City Commission and administrative officers and employees of the City of Miami Beach, regarding acts and omissions which Orlando Gonzalez did believe to be and which defendant ALEXANDER DAOUD did represent to be within the official discretion of these other public officials, in violation of a public duty, and in performance of a public duty,

those being, the taking of official action favorable to Orlando Gonzalez, and the refraining from taking official action adverse to Orlando Gonzalez, regarding his efforts to obtain permits and a variance for construction at 5030 Pine Tree Drive, Miami Beach, and his plans to purchase hotels in Miami Beach, in violation of Section 838.016(2), Florida Statutes.

All in violation of Title 18, United States Code, Sections 1962(c) and 1963(a).

COUNT TWO

1. Each and every allegation contained in paragraphs one through forty-two of the "General Allegations" section of Count One of this Indictment is incorporated by reference in this Count, as if set forth in full herein.

2. Between in or about November 1987 and in or about April 1990, the exact dates being unknown to the grand jury, in Dade County, in the Southern District of Florida, and elsewhere, the defendant,

ALEXANDER DAOUD,
did knowingly and willfully obstruct, delay and affect commerce, and attempt to obstruct, delay and affect commerce, as that term is defined in Title 18, United States Code, Section 1951(b)(3), by extortion, in that the defendant, ALEXANDER DAOUD, being a public official, that is, Mayor of the City of Miami Beach, did obtain property, that is, architectural plans, drawings, renderings and the value of architectural and engineering services, from Frankel & Associates, Inc., its agents and officers, with the consent of

Frankel & Associates, Inc., its agents and officers, said consent having been induced by wrongful use of fear of economic loss and under color of official right.

In violation of Title 18, United States Code, Section 1951.

COUNT THREE

1. Each and every allegation contained in paragraphs one through forty-two of the "General Allegations" section of Count One of this Indictment is incorporated by reference in this Count, as if set forth in full herein.

2. Between in or about November 1987 and in or about April 1990, the exact dates being unknown to the grand jury, in Dade County, in the Southern District of Florida, and elsewhere, the defendant,

ALEXANDER DAOUD,

being an agent of the City of Miami Beach, did knowingly and corruptly solicit, demand, accept and agree to accept something of value from Frankel & Associates, Inc., its agents and officers, namely, architectural plans, drawings, renderings and the value of architectural and engineering services, intending to be influenced and rewarded in connection with business, transactions, and a series of transactions between the City of Miami Beach and Frankel & Associates, Inc., its agents and officers, involving some thing of value of \$5,000 or more.

In violation of Title 18, United States Code, Section 666(a)(1)(B).

COUNT FOUR

1. Each and every allegation contained in paragraphs one through forty-two of the "General Allegations" section of Count One of this Indictment is incorporated by reference in this Count, as if set forth in full herein.

2. Between in or about January 1988 and in or about April 1990, the exact dates being unknown to the grand jury, in Dade County, in the Southern District of Florida, and elsewhere, the defendant,

ALEXANDER DAOUD,

did knowingly and willfully obstruct, delay and affect commerce, and attempt to obstruct, delay and affect commerce, as that term is defined in Title 18, United States Code, Section 1951(b)(3), by extortion, in that the defendant, ALEXANDER DAOUD, being a public official, that is, Mayor of the City of Miami Beach, did obtain property, that is, the value of design review, project management and supervisory services, materials, supplies and fixtures, from Miller & Solomon General Contractors, Inc., its agents and officers, with the consent of Miller & Solomon General Contractors, Inc., its agents and officers, said consent having been induced by wrongful use of fear of economic loss and under color of official right.

In violation of Title 18, United States Code, Section 1951.

COUNT FIVE

1. Each and every allegation contained in paragraphs one through forty-two of the "General Allegations" section of Count

One of this Indictment is incorporated by reference in this Count, as if set forth in full herein.

2. Between in or about January 1988 and in or about April 1990, the exact dates being unknown to the grand jury, in Dade County, in the Southern District of Florida, and elsewhere, the defendant,

ALEXANDER DAOUD,

being an agent of the City of Miami Beach, did knowingly and corruptly solicit, demand, accept and agree to accept something of value from Miller & Solomon General Contractors, Inc., its agents and officers, namely, the value of design review, project management and supervisory services, materials, supplies and fixtures, intending to be influenced and rewarded in connection with business, transactions, and a series of transactions between the City of Miami Beach and Miller & Solomon General Contractors, Inc., its agents and officers, involving some thing of value of \$5,000 or more.

In violation of Title 18, United States Code, Section 666(a)(1)(B).

COUNT SIX

1. Each and every allegation contained in paragraphs one through forty-two of the "General Allegations" section of Count One of this Indictment is incorporated by reference in this Count, as if set forth in full herein.

2. Between in or about March 1988 and in or about December 1988, the exact dates being unknown to the grand jury, in Dade

County, in the Southern District of Florida, and elsewhere, the defendant,

ALEXANDER DAOUD,

being an agent of the City of Miami Beach, did knowingly and corruptly solicit, demand, accept and agree to accept something of value from the South Florida Carpenters District Council, its agents and officers, namely, the value of carpentry services, intending to be influenced and rewarded in connection with business, transactions, and a series of transactions between the City of Miami Beach and developers and contractors involving something of value of \$5,000 or more.

In violation of Title 18, United States Code, Section 666(a)(1)(B).

COUNT SEVEN

1. Each and every allegation contained in paragraphs one through forty-two of the "General Allegations" section of Count One of this Indictment is incorporated by reference in this Count, as if set forth in full herein.

2. Between in or about March 1988 and in or about December 1988, the exact dates being unknown to the grand jury, in Dade County, in the Southern District of Florida, and elsewhere, the defendant,

ALEXANDER DAOUD,

being an agent of the City of Miami Beach, did knowingly and corruptly solicit, demand, accept and agree to accept something of value from Plumbers Local Union No. 519, its agents and officers,

namely, the value of plumbing services, intending to be influenced and rewarded in connection with business, transactions, and a series of transactions between the City of Miami Beach and developers and contractors involving some thing of value of \$5,000 or more.

In violation of Title 18, United States Code, Section 666(a)(1)(B).

COUNT EIGHT

1. Each and every allegation contained in paragraphs one through forty-two of the "General Allegations" section of Count One of this Indictment is incorporated by reference in this Count, as if set forth in full herein.

2. Between in or about May 1988 and in or about June 1990, the exact dates being unknown to the grand jury, in Dade County, in the Southern District of Florida, and elsewhere, the defendant,

ALEXANDER DAOUD,

being an agent of the City of Miami Beach, did knowingly and corruptly solicit, demand, accept and agree to accept something of value from W. Edd Helms, Jr., and companies with which he was associated, their agents and officers, namely, payment of approximately \$2,000 and the value of electrical services, materials, supplies and fixtures, intending to be influenced and rewarded in connection with business, transactions, and a series of transactions between the City of Miami Beach and W. Edd Helms, Jr., and companies with which he was associated, involving some thing of value of \$5,000 or more.

In violation of Title 18, United States Code, Sections 666(a)(1)(B) and 2.

COUNT NINE

1. Each and every allegation contained in paragraphs one through forty-two of the "General Allegations" section of Count One of this Indictment is incorporated by reference in this Count, as if set forth in full herein.

2. On or about July 21, 1988, in Dade County, in the Southern District of Florida, and elsewhere, the defendant,

ALEXANDER DAOUD,

did knowingly and willfully conduct and attempt to conduct a financial transaction affecting interstate commerce, that is, the deposit of a Hotelecoppy, Inc., check, which involved the proceeds of specified unlawful activity, that is: corrupt receipt of benefits in connection with local government, in violation of Title 18, United States Code, Section 666(a)(1)(B); bribery, in violation of Section 838.015, Florida Statutes; and unlawful compensation or reward for official behavior, in violation of Section 838.016, Florida Statutes, with the intent to promote the carrying on of said specified unlawful activity and knowing that the transaction was designed in whole and in part to conceal and disguise the nature, the source, the ownership and the control of the proceeds of said specified unlawful activity, and that while conducting and attempting to conduct such financial transaction knew that the property involved in the financial transaction, that is, a check

in the amount of \$2,000, represented the proceeds of some form of unlawful activity.

In violation of Title 18, United States Code, Sections 1956(a)(1)(A)(i), 1956(a)(1)(B)(i) and 2.

COUNT TEN

1. Each and every allegation contained in paragraphs one through forty-two of the "General Allegations" section of Count One of this Indictment is incorporated by reference in this Count, as if set forth in full herein.

2. Between in or about November 1987 and in or about January 1988, the exact dates being unknown to the grand jury, in Dade County, in the Southern District of Florida, and elsewhere, the defendant,

ALEXANDER DAOUD,

being an agent of the City of Miami Beach, did knowingly and corruptly solicit, demand, accept and agree to accept something of value from Finley Kumble, its agents and officers, namely, approximately \$25,000, intending to be influenced and rewarded in connection with business, transactions, and a series of transactions of the City of Miami Beach with Finley Kumble and its clients involving some thing of value of \$5,000 or more.

In violation of Title 18, United States Code, Sections 666(a)(1)(B) and 2.

COUNT ELEVEN

1. Each and every allegation contained in paragraphs one through forty-two of the "General Allegations" section of Count

One of this Indictment is incorporated by reference in this Count, as if set forth in full herein.

2. On or about January 13, 1988, in Dade County, in the Southern District of Florida, and elsewhere, the defendant,

ALEXANDER DAOUD,

did knowingly and willfully conduct and attempt to conduct a financial transaction affecting interstate commerce, that is, the deposit of a Galbut, Galbut & Menin check, which involved the proceeds of specified unlawful activity, that is: corrupt receipt of benefits in connection with local government, in violation of Title 18, United States Code, Sections 666(a)(1)(B) and 2, and unlawful compensation or reward for official behavior, in violation of Section 838.016, Florida Statutes, with the intent to promote the carrying on of said specified unlawful activity and knowing that the transaction was designed in whole and in part to conceal and disguise the nature, the source, the ownership and the control of the proceeds of said unlawful activity, and that while conducting and attempting to conduct such financial transaction knew that the property involved in the financial transaction, that is, a check in the amount of \$14,398.20, represented the proceeds of some form of unlawful activity.

In violation of Title 18, United States Code, Sections 1956(a)(1)(A)(i), 1956(a)(1)(B)(i) and 2.

COUNTS TWELVE AND THIRTEEN

1. Each and every allegation contained in paragraphs one through forty-two of the "General Allegations" section of Count

One of this Indictment is incorporated by reference in this Count, as if set forth in full herein.

2. On or about the dates set forth below, the exact dates being unknown to the grand jury, in Dade County, in the Southern District of Florida, and elsewhere, the defendant,

ALEXANDER DAOUD,

being an agent of the City of Miami Beach, did knowingly and corruptly solicit, demand, accept and agree to accept something of value from Murray Industries, Inc., its agents and officers, namely, payments totalling approximately \$11,000, intending to be influenced and rewarded in connection with business, transactions, and a series of transactions between the City of Miami Beach and G. Dale Murray and companies with which he was associated involving some thing of value of \$5,000 or more.

Count

Approximate Date

12

February 24, 1988

13

June 15, 1988

In violation of Title 18, United States Code, Section 666(a)(1)(B).

COUNTS FOURTEEN AND FIFTEEN

1. Each and every allegation contained in paragraphs one through forty-two of the "General Allegations" section of Count One of this Indictment is incorporated by reference in this Count, as if set forth in full herein.

2. On or about the dates set forth below, the exact dates being unknown to the grand jury, in Dade County, in the Southern District of Florida, and elsewhere, the defendant,

ALEXANDER DAOUD,

did knowingly and willfully conduct and attempt to conduct financial transactions affecting interstate commerce, that is, the deposit of Murray Boat Administrative Services, Inc., checks, which involved the proceeds of specified unlawful activity, that is: corrupt receipt of benefits in connection with local government, in violation of Title 18, United States Code, Section 666(a)(1)(B), and unlawful compensation or reward for official behavior, in violation of Section 838.016, Florida Statutes, with the intent to promote the carrying on of said specified unlawful activity and knowing that the transactions were designed in whole and in part to conceal and disguise the nature, the source, the ownership and the control of the proceeds of said unlawful activity, and that while conducting and attempting to conduct such financial transactions knew that the property involved in the financial transactions, that is, checks in the amounts specified below, represented the proceeds of some form of unlawful activity.

<u>Count</u>	<u>Approximate Date</u>	<u>Approximate Dollar Amount</u>
14	February 29, 1988	\$10,000
15	June 20, 1988	\$ 1,000

In violation of Title 18, United States Code, Sections 1956(a)(1)(A)(i), 1956(a)(1)(B)(i) and 2.

COUNT SIXTEEN

1. Each and every allegation contained in paragraphs one through forty-two of the "General Allegations" section of Count One of this Indictment is incorporated by reference in this Count, as if set forth in full herein.

2. Between in or about May 1988 and in or about April 1990, the exact dates being unknown to the grand jury, in Dade County, in the Southern District of Florida, and elsewhere, the defendant, **ALEXANDER DAOUD**, being an agent of the City of Miami Beach, did knowingly and corruptly solicit, demand, accept and agree to accept something of value from Thomas F. Daly and business entities and persons with which he was associated, namely, the value of interior design services, supervisory services, materials, supplies, furniture, fixtures and other home improvements, intending to be influenced and rewarded in connection with business, transactions, and a series of transactions between the City of Miami Beach and companies owned and controlled by Thomas F. Daly involving something of value of \$5,000 or more.

In violation of Title 18, United States Code, Section 666(a)(1)(B).

COUNT SEVENTEEN

1. Each and every allegation contained in paragraphs one through forty-two of the "General Allegations" section of Count One of this Indictment is incorporated by reference in this Count, as if set forth in full herein.

2. In or about March 1988, the exact dates being unknown to the grand jury, in Dade County, in the Southern District of Florida, and elsewhere, the defendant,

ALEXANDER DAOUD,

being an agent of the City of Miami Beach, did knowingly and corruptly solicit, demand, accept and agree to accept something of value from Gilberto Martinez, namely, approximately \$10,000, intending to be influenced and rewarded in connection with business, transactions, and a series of transactions between the City of Miami Beach and Gilberto Martinez and companies with which he was associated involving some thing of value of \$5,000 or more.

In violation of Title 18, United States Code, Section 666(a)(1)(B).

COUNTS EIGHTEEN TO TWENTY-FOUR

1. Each and every allegation contained in paragraphs one through forty-two of the "General Allegations" section of Count One of this Indictment is incorporated by reference in this Count, as if set forth in full herein.

2. On or about the dates set forth below, the exact dates being unknown to the grand jury, in Dade County, in the Southern District of Florida, and elsewhere, the defendant,

ALEXANDER DAOUD,

being an agent of the City of Miami Beach, did knowingly and corruptly solicit, demand, accept and agree to accept something of value from CenTrust Savings Bank, its subsidiary, agents and officers, namely, payments totaling approximately \$35,000,

intending to be influenced and rewarded in connection with business, transactions, and a series of transactions between the City of Miami Beach and David Paul involving some thing of value of \$5,000 or more.

<u>Count</u>	<u>Approximate Date</u>
18	June 9, 1988
19	September 1, 1988
20	December 16, 1988
21	March 1, 1989
22	March 28, 1989
23	April 19, 1989
24	May 22, 1989

In violation of Title 18, United States Code, Section 666(a)(1)(B).

COUNTS TWENTY-FIVE TO THIRTY-ONE

1. Each and every allegation contained in paragraphs one through forty-two of the "General Allegations" section of Count One of this Indictment is incorporated by reference in this Count, as if set forth in full herein.

2. On or about the dates set forth below, the exact dates being unknown to the grand jury, in Dade County, in the Southern District of Florida, and elsewhere, the defendant,

ALEXANDER DAOUD,

did knowingly and willfully conduct and attempt to conduct financial transactions affecting interstate commerce, that is, the deposit of checks from CenTrust Savings Banks and its subsidiary,

which involved the proceeds of specified unlawful activity, that is: corrupt receipt of benefits in connection with local government, in violation of Title 18, United States Code, Section 666(a)(1)(B); bribery, in violation of Section 838.015, Florida Statutes; and unlawful compensation or reward for official behavior, in violation of Section 838.016, Florida Statutes, with the intent to promote the carrying on of said specified unlawful activity and knowing that the transactions were designed in whole and in part to conceal and disguise the nature, the source, the ownership and the control of the proceeds of said specified unlawful activity, and that while conducting and attempting to conduct such financial transactions knew that the property involved in the financial transactions, that is, checks in the amounts specified below, represented the proceeds of some form of unlawful activity.

<u>Count</u>	<u>Approximate Date</u>	<u>Approximate Dollar Amount</u>
25	June 10, 1988	\$5,000
26	September 6, 1988	\$5,000
27	December 20, 1988	\$5,000
28	March 7, 1989	\$5,000
29	April 4, 1989	\$5,000
30	April 28, 1989	\$5,000
31	June 1, 1989	\$5,000

In violation of Title 18, United States Code, Sections 1956(a)(1)(A)(i), 1956(a)(1)(B)(i) and 2.

COUNT THIRTY-TWO

1. Each and every allegation contained in paragraphs one through forty-two of the "General Allegations" section of Count One of this Indictment is incorporated by reference in this Count, as if set forth in full herein.

2. On or about September 14, 1988, in Dade County, in the Southern District of Florida, and elsewhere, the defendant,

ALEXANDER DAOUD,

did knowingly and willfully obstruct, delay and affect commerce, and attempt to obstruct, delay and affect commerce, as that term is defined in Title 18, United States Code, Section 1951(b)(3), by extortion, in that the defendant ALEXANDER DAOUD, being a public official, that is, Mayor of the City of Miami Beach, did obtain property, that is, money, from Egmont Sonderling, in the approximate amount of \$3,000, with the consent of Egmont Sonderling, said consent having been induced under color of official right.

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

COUNT THIRTY-THREE

1. Each and every allegation contained in paragraphs one through forty-two of the "General Allegations" section of Count One of this Indictment is incorporated by reference in this Count, as if set forth in full herein.

2. In or about September 1988, the exact dates being unknown to the grand jury, in Dade County, in the Southern District of Florida, and elsewhere, the defendant,

ALEXANDER DAOUD,

being an agent of the City of Miami Beach, did knowingly and corruptly solicit, demand, accept and agree to accept something of value from Egmont Sonderling, namely, approximately \$3,000, intending to be influenced and rewarded in connection with business, transactions, and a series of transactions between the City of Miami Beach and Egmont Sonderling and his wife involving some thing of value of \$5,000 or more.

In violation of Title 18, United States Code, Sections 666(a)(1)(B) and 2.

COUNT THIRTY-FOUR

1. Each and every allegation contained in paragraphs one through forty-two of the "General Allegations" section of Count One of this Indictment is incorporated by reference in this Count, as if set forth in full herein.

2. On or about September 19, 1988, the exact date being unknown to the grand jury, in Dade County, in the Southern District of Florida, and elsewhere, the defendant,

ALEXANDER DAOUD,

did knowingly and willfully conduct and attempt to conduct a financial transaction affecting interstate commerce, that is, the deposit of an Egmont Sonderling check, which involved the proceeds of specified unlawful activity, that is: extortion and attempted

extortion, in violation of Title 18, United States Code, Sections 1951 and 2; corrupt receipt of benefits in connection with local government, in violation of Title 18, United States Code, Sections 666(a)(1)(B) and 2; bribery, in violation of Section 838.015, Florida Statutes; and unlawful compensation or reward for official behavior, in violation of Section 838.016, Florida Statutes, with the intent to promote the carrying on of said specified unlawful activity and knowing that the transaction was designed in whole and in part to conceal and disguise the nature, the source, the ownership and the control of the proceeds of said specified unlawful activity, and that while conducting and attempting to conduct such financial transaction knew that the property involved in the financial transaction, that is, a check in the amount of \$3,000, represented the proceeds of some form of unlawful activity.

In violation of Title 18, United States Code, Sections 1956(a)(1)(A)(i), 1956(a)(1)(B)(i) and 2.

COUNT THIRTY-FIVE

1. Each and every allegation contained in paragraphs one through forty-two of the "General Allegations" section of Count One of this Indictment is incorporated by reference in this Count, as if set forth in full herein.

2. In or about December 1988, the exact dates being unknown to the grand jury, in Dade County, in the Southern District of

Florida, and elsewhere, the defendant,

ALEXANDER DAOUD,

being an agent of the City of Miami Beach, did knowingly and corruptly solicit, demand, accept and agree to accept something of value from Orlando Gonzalez, namely, approximately \$15,000, intending to be influenced and rewarded in connection with business, transactions, and a series of transactions between the City of Miami Beach and Orlando Gonzalez and companies with which he was associated involving some thing of value of \$5,000 or more.

In violation of Title 18, United States Code, Section 666(a)(1)(B).

COUNT THIRTY-SIX

Between on or about August 26, 1986, and on or about November 10, 1986, in the Southern District of Florida, the defendant,

ALEXANDER DAOUD,

a resident of Miami Beach, Florida, did willfully make and subscribe a joint United States Individual Income Tax Return, Form 1040, for the calendar year 1984, which was verified by a written declaration that it was made under the penalties of perjury and was filed with the Internal Revenue Service, which income tax return ALEXANDER DAOUD did not believe to be true and correct as to every material matter in that the return reported that the total income for 1984 was \$28,982, whereas, as ALEXANDER DAOUD then and there well knew and believed, he had received, during the calendar year 1984, substantial income in addition to that stated.

In violation of Title 26, United States Code, Section 7206(1).

COUNT THIRTY-SEVEN

On or about March 7, 1988, in the Southern District of Florida, the defendant,

ALEXANDER DAOUD,

a resident of Miami Beach, Florida, did willfully make and subscribe a joint United States Individual Income Tax Return, Form 1040, for the calendar year 1985, which was verified by a written declaration that it was made under the penalties of perjury and was filed with the Internal Revenue Service, which income tax return ALEXANDER DAOUD did not believe to be true and correct as to every material matter in that the return reported that the total income for 1985 was \$42,065, whereas, as ALEXANDER DAOUD then and there well knew and believed, he had received, during the calendar year 1985, substantial income in addition to that stated.

In violation of Title 26, United States Code, Section 7206(1).

COUNT THIRTY-EIGHT

On or about August 13, 1987, in the Southern District of Florida, the defendant,

ALEXANDER DAOUD,

a resident of Miami Beach, Florida, did willfully aid and assist in, and procure, counsel, and advise, the preparation and presentation to the Internal Revenue Service of a document in the form of an United States Individual Income Tax Return, Form 1040, for himself for the calendar year 1986, which was false and fraudulent as to a material matter in that the return reported that the total income for 1986 was \$35,062, whereas, as ALEXANDER DAOUD

then and there well knew and believed, he had received, during the calendar year 1986, substantial income in addition to that stated.

In violation of Title 26, United States Code, Section 7206(2).

COUNT THIRTY-NINE

On or about May 8, 1989, in the Southern District of Florida, the defendant,

ALEXANDER DAOUD,

a resident of Miami Beach, Florida, did willfully make and subscribe a United States Individual Income Tax Return, Form 1040, for the calendar year 1987, which was verified by a written declaration that it was made under the penalties of perjury and was filed with the Internal Revenue Service, which income tax return ALEXANDER DAOUD did not believe to be true and correct as to every material matter in that the return reported that the total income for 1987 was \$38,467, whereas, as ALEXANDER DAOUD then and there well knew and believed, he had received, during the calendar year 1987, substantial income in addition to that stated.

In violation of Title 26, United States Code, Section 7206(1).

COUNT FORTY

On or about November 16, 1989, in the Southern District of Florida, the defendant,

ALEXANDER DAOUD,

a resident of Miami Beach, Florida, did willfully make and subscribe a United States Individual Income Tax Return, Form 1040, for the calendar year 1988, which was verified by a written declaration that it was made under the penalties of perjury and was

filed with the Internal Revenue Service, which income tax return ALEXANDER DAOUD did not believe to be true and correct as to every material matter in that the return reported that the total income for 1988 was \$111,524, whereas, as ALEXANDER DAOUD then and there well knew and believed, he had received, during the calendar year 1988, substantial income in addition to that stated.

In violation of Title 26, United States Code, Section 7206(1).

COUNT FORTY-ONE

Between on or about September 20, 1990, and on or about October 29, 1990, in the Southern District of Florida, the defendant,

ALEXANDER DAOUD,

a resident of Miami Beach, Florida, did willfully make and subscribe a joint United States Individual Income Tax Return, Form 1040, for the calendar year 1989, which was verified by a written declaration that it was made under the penalties of perjury and was filed with the Internal Revenue Service, which income tax return ALEXANDER DAOUD did not believe to be true and correct as to every material matter in that the return reported that the total income for 1989 was \$187,989, whereas, as ALEXANDER DAOUD then and there well knew and believed, he had received, during the calendar year 1989, substantial income in addition to that stated.

In violation of Title 26, United States Code, Section 7206(1).

FORFEITURE ALLEGATIONS

1. The defendant, ALEXANDER DAOUD, participated, directly and indirectly, in the conduct of the affairs of an enterprise through a pattern of racketeering activity, in violation of Title 18, United States Code, Section 1962(c), as alleged in Count One of this Indictment, which is incorporated herein by reference as if set forth in full for the purpose of alleging forfeitures pursuant to the provisions of Title 18, United States Code, Sections 1963(a)(1) and (3).

2. The defendant acquired and maintained interests in violation of Title 18, United States Code, Section 1962, and had property constituting and derived from proceeds that the defendant obtained, directly and indirectly, from the aforesaid pattern of racketeering activity, in violation of Title 18, United States Code, Section 1962, and which property is subject to forfeiture to the United States pursuant to Title 18, United States Code, Sections 1963(a)(1) and (3). The United States' intent to forfeit includes, but is not limited to, ALEXANDER DAOUD'S interest in the following assets:

(a) approximately \$101,000 in United States currency, and all interests and proceeds traceable thereto, in that such sum is proceeds that the defendant obtained, directly and indirectly, from the aforesaid pattern of racketeering activity during the period charged in Count One, in violation of Title 18, United States Code, Sections 1962 and 1963(a)(1) and (3).

(b) the value of all services, improvements, materials and goods, and all interests and proceeds traceable thereto, amounting to approximately \$107,756, invested in 1800 W. 24th Street, Sunset Island #3, Miami Beach, Florida, in that such sum is property which the defendant obtained, directly and indirectly, from the aforesaid pattern of racketeering activity during the period charged in Count One, in violation of Title 18, United States Code, Sections 1962 and 1963(a)(1) and (3).

3. Counts Nine, Eleven, Fourteen, Fifteen, Twenty-Five through Thirty-One, and Thirty-Four of this Indictment are hereby incorporated by reference for the purpose of alleging forfeiture pursuant to Title 18, United States Code, Section 982(a). As a result of the foregoing offenses, the defendant, ALEXANDER DAOUD, shall forfeit all property involved in the aforesaid offenses and all property traceable to such property, including, but not limited to, the following: approximately \$65,398 in United States currency, and all interests and proceeds traceable thereto, in that such sum in aggregate is the property, or is traceable to the property, which was involved in the aforesaid money laundering offenses, in violation of Title 18, United States Code, Sections 1956 and 982.

4. If any of the property described above in paragraphs two and three as being subject to forfeiture pursuant to Title 18, United States Code, Sections 1962, 1963, 1956 and 982 as a result of any act or omission of the defendant ALEXANDER DAOUD

(a) cannot be located upon the exercise of due diligence;

(b) has been transferred to, sold to, or deposited with, a third person;

(c) has been substantially diminished in value;

(d) has been placed beyond the jurisdiction of the Court; or

(e) has been commingled with other property which cannot be divided without difficulty;

it is the intent of the United States, pursuant to Title 18, United States Code, Sections 1963(m) and 982(b)(1), incorporating Title 21, United States Code, Section 853(p), to seek forfeiture of any other property of said defendant up to the value of the property listed above as being subject to forfeiture. Such other property includes, but is not limited to, the following:

- (1) Real property located at 1800 W. 24th Street, Sunset Island #3, Miami Beach, Florida.

Legal Description:

Lot 3 and 4, in Block 3F, of Sunset Island No. 3, according to the Plat thereof, as recorded in Plat Book 40, at Page 8, of the Public Records of Dade County, Florida.

- (2) Real property located at 1085 N.E. 79th Street, Miami, Florida.

Legal Description:

Lot 24, less the South 5 feet, in Block 15, of Shore Crest according to the Plat thereof, recorded in Plat Book 10, at Page 23, of the Public Records of Dade County, Florida.

- (3) Stock in Almond Garden Apartments, Inc.

(4) Checking accounts at Capital Bank bearing the following account numbers:

0200014129
0203021983
0203036050
0200025848
0203044746
0220016003

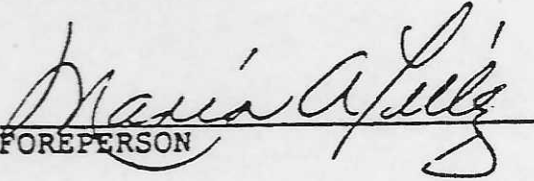
(5) Stock in Capital Bank of California.

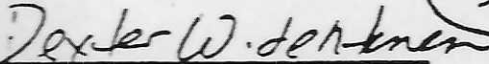
(6) Prudential Securities account number OHS-347915-17.

(7) Contents of Safe Deposit Box No. 2-2075 located at the American Savings & Loan Association of Florida.

All in violation of Title 18, United States Code, Sections 1963 and 982.

A TRUE BILL


FOREPERSON

 (see)
DEXTER W. LEHTINEN
UNITED STATES ATTORNEY