

UNITED STATES DISTRICT COURT

for the
Southern District of Florida

United States of America

v.

JOSE L. ALBERTO, WILLIE E. GRANT, ORLANDO
E. GONZALEZ, ROMAN D. VASALLO,
VICENTE L. SANTIESTEBAN, CHAI D. FOOTMAN,
and HENRY L. BRYANT,

Defendant(s)

Case No. 12-2494-GARBER

CRIMINAL COMPLAINT

I, the complainant in this case, state that the following is true to the best of my knowledge and belief.

On or about the date(s) of June 2011 through January 2012 in the county of Miami-Dade in the
Southern District of Florida, the defendant(s) violated:

Code Section

18 U.S.C. 1951(a)

Offense Description

The defendants did knowingly combine, conspire, confederate, and agree with each other and others known and unknown to obstruct, delay, and affect commerce and the movement of articles and commodities in commerce, by means of extortion, as the terms "commerce" and "extortion" are defined in Title 18, United States Code, Sections 1951(b)(2) and (b)(3), in that the defendants did plan to obtain United States currency and other property not due to the defendants, from another, with his consent, under color of official right, in violation of Title 18, United States Code, Section 1951(a).

This criminal complaint is based on these facts:

See attached affidavit.

☒ Continued on the attached sheet.

Mathew J. Fowler

Complainant's signature

Mathew J. Fowler, Special Agent, FBI

Printed name and title

Sworn to before me and signed in my presence.

Date: 04/11/2012

City and state: Miami, FL

Ray T. Jordan

Certified to be a true and correct copy of the document on file with the Clerk, U.S. District Court, Southern District of Florida.

By *C. C. [Signature]* Deputy Clerk

Date 4/11/12

AFFIDAVIT

I, Matthew J. Fowler, being duly sworn, depose, and state as follows:

1. I am a Special Agent (SA) of the Federal Bureau of Investigation (FBI) and have so been employed since 2009. I am currently assigned to the Miami Division of the FBI where my investigative responsibilities include public corruption and civil rights matters. In my work with the FBI, I have conducted numerous investigations concerning violations of federal laws by public officials. In addition, I have also received specialized training in the investigation of public corruption crimes.

Purpose of the Affidavit

2. This affidavit is submitted in support of a criminal complaint charging that, beginning in or about June 2011 and continuing through in or about January 2012, at Miami-Dade County, in the Southern District of Florida and elsewhere, Jose L. **ALBERTO**, Willie E. **GRANT**, Orlando E. **GONZALEZ**, Ramon D. **VASALLO**, Vicente L. **SANTIESTEBANI**, Henry L. **BRYANT** and Chai D. **FOOTMAN** did knowingly combine, conspire, confederate, and agree with each other and others known and unknown to obstruct, delay, and affect commerce and the movement of articles and commodities in commerce, by means of extortion, as the terms "commerce" and "extortion" are defined in Title 18, United States Code, Sections 1951(b)(2) and (b)(3), in that the defendants did plan to obtain United States currency and other property not due to the defendants, from another, with his consent, under color of official right, in violation of Title 18, United States Code, Section 1951(a).

Source of Information

3. The information contained in this affidavit is based on my personal knowledge from my work on this investigation, on information provided to me by other law enforcement

officers involved in this matter, information provided from a reliable paid Confidential Human Source (CHS) who has been providing assistance to the FBI in this investigation, my review of consensually recorded telephone conversations and meetings related to this investigation, my discussions with an undercover FBI agent involved in this investigation, and my review of the contents of the judicially authorized wire and electronic communication intercept of **ALBERTO**'s telephone. Because this affidavit is being submitted for the limited purpose of establishing probable cause for the criminal complaint, this affidavit does not contain all the information learned during this investigation.

PROBABLE CAUSE

I. Background

A. Miami Beach Code Compliance and the Miami Beach Fire Department

4. Based on my training and experience, publically available information and information learned during the course of this investigation, I know that the City of Miami Beach is an incorporated municipality in the County of Miami-Dade, Florida. I also know that the City of Miami Beach government consists of various agencies that are charged with administering and enforcing the City's Municipal Code.

5. Based on my training and experience, publically available information and information learned during the course of this investigation, I know that at all relevant times, the Code Compliance Division within the City of Miami Beach was one of the Miami Beach agencies charged with administering and enforcing the City's codes. The Code Compliance Division enforces the City's codes uniformly, ensuring the health, safety, welfare, and quality of life for the residents, businesses, owners and tourists of the City of Miami Beach. Code Compliance monitors residential and commercial districts for potential violations of the City code and is

responsible for ensuring compliance with the code of the City of Miami Beach. Common code violations include: zoning violations, minimum housing standards, property maintenance standards, noise ordinance, real estate signs, signs in right-of-way, all sign regulations, sidewalk cafes, business tax receipts, certificate of use, illegal vendors, regulations concerning the hours of construction, operating hours for nightclubs, bars, liquor stores, hours of sale of liquor, and marine regulations. When code violations occur, Code Compliance staff may issue a courtesy notice, provide a warning, or issue a violation – depending on the nature of the violation. If a violation implicates life safety or requires immediate compliance, Code Compliance Officers may require immediate compliance, which can result in the immediate closure of a business. Code Compliance Officers are on duty and respond to citizens' complaints and enforce the code seven days a week, including during the evening and nights.

6. Based on my training and experience, publically available information and information learned during the course of this investigation, I know that at all relevant times the Miami Beach Fire Department was responsible for enforcing the applicable Miami Beach fire codes. Miami Beach firefighters are among the individuals that enforce the fire code by, in part, conducting inspections of commercial business and issuing notice of fire violations for fire code violations. Violations of the fire code include exceeding the listed occupancy of a structure, not maintaining a fire alarm system, locked exit doors, and not maintaining the necessary exit or directional signs. Some violations result in the issuance of a Report of Fire Violations which requires compliance within a certain number of days. Some violations, such as exceeding the listed occupancy, can result in the immediate closure of a commercial establishment.

B. The Defendants

7. At all relevant times, Jose **ALBERTO** was the Lead Code Compliance

Administrator for the City of Miami Beach, based on publicly available records, statements made during consensually recorded telephone calls and meetings, and video recordings showing that **ALBERTO** was wearing the appropriate uniform. In his capacity as Lead Code Compliance Administrator, **ALBERTO**'s duties were to respond to citizen complaints and conduct inspections of commercial structures for compliance with the applicable Miami Beach Code provisions and, if necessary, issue violations for violations of the code. **ALBERTO** also supervised and managed other Code Compliance Officers who worked for the City of Miami Beach.

8. At all relevant times, Willie **GRANT**, Orlando **GONZALEZ**, Ramon **VASALLO**, and Vicente **SANTIESTEBAN** were all employed as Code Compliance Officers for the City of Miami Beach, based on publicly available records, statements made during consensually recorded telephone calls and meetings, and video recordings showing them wearing the appropriate uniform. In their capacities as Code Compliance Officers, their duties were to respond to citizen complaints and conduct inspections of commercial structures for compliance with the applicable Miami Beach Code provisions and, if necessary, issue violations for violations of the code.

9. At all relevant times, Chai **FOOTMAN** and Henry **BRYANT** were employed as Firefighters with the City of Miami Beach Fire Department, based on publicly available records, statements made during consensually recorded telephone calls and meetings, and video recordings showing them wearing the appropriate uniform. In their capacities as Firefighters, their duties included conducting inspections of commercial structures for compliance with the applicable fire code and, if necessary, issuing violations for violations of the fire code.

C. The Confidential Human Source and the Nightclub

10. At all relevant times, CHS was a paid confidential human source working at the direction of the FBI. CHS does not have a criminal history. Information provided by CHS has been corroborated, where possible, through examination of public records, review of recorded meetings and telephone calls between CHS and **ALBERTO** and **FOOTMAN**, and review of intercepted electronic and wire communications of **ALBERTO**'s telephone. To date, CHS has proven to be a reliable source of information.

11. At all relevant times, CHS owned and operated a Miami Beach nightclub. CHS's nightclub was open to the public and provided a forum for dancing, live music, eating and drinking. The nightclub's customers were both local and out-of-state.

12. At all relevant times, the musical acts that performed at the club oftentimes came from out-of-state and have included nationally recognized musical artists. CHS's nightclub was generally only open one night a week, usually on Friday. On occasion, CHS's nightclub was also open on a Saturday night.

13. CHS sold alcoholic beverages at the nightclub, pursuant to a lawful permit. A review of the invoices for the nightclub's liquor purchases and a review of the nightclub's liquor inventory indicates that the majority of the alcohol purchased by CHS, for sale to the nightclub customers, came from suppliers outside of the state of Florida.

D. Inspection Procedures at the Nightclub Prior to Pay-Offs

14. Before this investigation began, as normal operating procedure, every night that the nightclub was operating, Miami Beach code compliance officers and fire inspectors would come to the nightclub to conduct inspections. In CHS's understanding, code compliance officers cannot enter a business to conduct an inspection without invitation. However, fire inspectors can

enter a business for inspection with or without invitation. In CHS's experience, before this investigation began, the code compliance inspectors would enter the CHS's business in the company of a fire inspector – with or without invitation. Once inside the business, they would conduct inspections and, at times, cite alleged violations. Although it is not known whether code compliance officers are required to visit the nightclub whenever the nightclub is open, in CHS's experience they do.

15. A review of Miami Beach Code Compliance Notice of Violations and Written Warnings indicates that CHS's nightclub was cited on various occasions for various code violations prior to the start of this investigation. More specifically, CHS's nightclub received two written warnings; one was on July 12, 2007 and the other was on September 29, 2008. These warnings were issued by employees of the City of Miami Beach Code Compliance Division. CHS's nightclub received Notice of Violations on August 30, 2007, November 20, 2008, February 12, 2009, February 21, 2009, May 16, 2009, May 28, 2009, March 8, 2011, and June 11, 2011. These notices were issued by employees of the City of Miami Beach Code Compliance Division.

16. A review of Miami Beach Code Report of Fire Violations indicates that CHS's nightclub was cited on various occasions for various fire code violations prior to the start of this investigation. More specifically, CHS's nightclub received fire violations on March 14, 2008, July 5, 2008, July 13, 2008, November 9, 2008, October 22, 2008, November 20, 2008, November 1, 2009, April 10, 2010, December 26, 2010, and March 26, 2011. These notices were issued by employees of the City of Miami Beach Fire Department.

II. Summary of the Investigation

17. As more fully explained below, Jose **ALBERTO**, Willie **GRANT**, Orlando **GONZALEZ**, Ramon **VASALLO**, Vicente **SANTISTEBANI**, Henry **BRYANT** and Chai

FOOTMAN – all of whom were City of Miami Beach public employees – engaged in a conspiracy to extort money and things of value in exchange for, among other things, protecting CHS's nightclub from code and fire code violations and inspections, and to permit the nightclub to remain open despite an existing order to close the club from the City of Miami Beach.

18. The investigation began on June 9, 2011, when a Miami Beach nightclub owner (CHS) came to the FBI and complained that a Miami Beach Code Compliance official had indicated that he would accept a cash pay-off in exchange for not issuing a code violation to CHS. That Code Compliance official was subsequently identified as Jose **ALBERTO**, the Lead Code Compliance Administrator for the City of Miami Beach.

19. At the direction of the FBI, CHS made the cash pay-off to **ALBERTO** to avoid the threatened code violation. In the weeks and months that followed, CHS and a FBI agent – in an undercover capacity and posing as the “manager” of CHS's nightclub (UCE1) – continued to make cash pay-offs to **ALBERTO**. These pay-offs were made in exchange for **ALBERTO**'s and **ALBERTO**'s employees' protection from potential future Miami Beach code violations and to permit the nightclub to continue to operate since **ALBERTO** said he had orders to “shut down” the nightclub.

20. During the course of the investigation, UCE1 also made cash pay-offs to **FOOTMAN**, a City of Miami Beach Firefighter. These cash pay-offs, which began on August 19, 2011, were made in exchange for **FOOTMAN**'s protection from any potential fire code violations that might be issued to the nightclub. The pay-offs were also made in exchange for **FOOTMAN**'s introductions to other corrupt Miami Beach public employees that would be able to aid UCE1 with various things.

21. One of the individuals that **FOOTMAN** introduced UCE1 to was **BRYANT**. The

introduction occurred in late October 2011. **BRYANT**, like **FOOTMAN**, is a City of Miami Beach firefighter. **FOOTMAN** told UCE1 that **BRYANT** “will be able to play ball” and that “when Henry [**BRYANT** is] working, he will have your back.” After meeting **BRYANT**, UCE1 told **FOOTMAN** that **BRYANT** knew a “whole bunch of people so that’s gonna be good.” After meeting with UCE1, **BRYANT**, like **FOOTMAN**, accepted cash from UCE1 for, among other things, attempting to push a permit to hang a new sign at the nightclub through the Miami Beach city hall and for aid in dealing with the City of Miami Beach Fire Department.

22. Not long after the introduction to **BRYANT**, **ALBERTO** introduced UCE1 to **ALBERTO**’s “guys” in early November 2011. The “guys” included **GRANT**, **GONZALEZ**, **VASALLO** and **SANTIESTEBAN** – all of whom are City of Miami Beach Code Enforcement Officers. Each of these individuals met with UCE1 and accepted cash pay-offs from UCE1. As with **ALBERTO**, the cash pay-offs were made in exchange for protection from any code violations that might be issued to the nightclub.

23. In sum, and as more fully explained below, over the course of the investigation, these seven Miami Beach public employees operated as an organization that aided the nightclub in its dealings with the City of Miami Beach and protected the nightclub from Miami Beach code and fire code violations – all in exchange for cash. The organization also worked together to make sure that the nightclub was protected. For example, during one pay-off **ALBERTO** instructed **SANTIESTEBAN**, “keep an eye out for [UCE1] . . . If any complaints come in, you take the call, you know what I mean.” Similarly, after a pay-off to **GRANT**, **GRANT** told UCE1 that he would contact his “boy from fire” to make sure UCE1 did not have any problems with the fire department. Soon after this statement, **GRANT** sent a series of text messages to **BRYANT** telling him to look out for UCE1’s nightclub that evening.

24. The defendants would introduce and utilize each other's specific and unique official capabilities to induce additional cash pay-offs to the various defendants by UCE1. For example, **FOOTMAN** referred UCE1 to **BRYANT** for help with obtaining a sign permit, saying that **BRYANT** "will be able to play ball." Similarly, **ALBERTO** referred UCE1 to **BRYANT** for help in dealing with problems with "fire."

25. The organization also vouched for each other to UCE1, and vouched for UCE1 to each other. For example, both **BRYANT** and **ALBERTO** vouched for each other to UCE1. **BRYANT** once explained that he and **ALBERTO** had worked together "for about twelve years on every little gig that I had." On another occasion, **BRYANT** told UCE1 that he had spoke with **GRANT** and told **GRANT** that UCE1 was "family" and that **GRANT** should "treat him appropriately." **BRYANT** also said that if **GRANT** had any problems with UCE1, **GRANT** should come see **BRYANT**.

III. The Investigation

A. CHS's Early Dealings with ALBERTO

26. According to the CHS, on or about June 3, 2011, **ALBERTO** came to CHS's nightclub and told CHS that flyers promoting an event held at the nightclub were found in the streets and sidewalks of Miami Beach. **ALBERTO** informed CHS that this was a code violation and that it would result in a fine of approximately \$20,000 to \$30,000.¹ CHS asked **ALBERTO** if there were any other options because CHS did not have that kind of money. **ALBERTO** told CHS that he could offer a reduction in the fine if CHS provided enough money for **ALBERTO** to

¹ Based on CHS's past experience, this was a large fine. According to his experience, the fine is usually \$100 for the first flyer and \$50 for each flyer thereafter. As best CHS could recall, the most that CHS has ever paid for a flyer fine is \$4,000.

take care of 10 to 11 of “his guys.” CHS told **ALBERTO** that he/she did not have that kind of cash because the nightclub had been struggling financially and offered to pay \$1,500 to make the fines go away. **ALBERTO** told CHS that he would not accept less than \$3000 to take care of himself and 5 other guys. This meeting was not recorded.

27. On or about June 6, 2011, CHS received a phone call from **ALBERTO**. On that call, **ALBERTO** asked to meet CHS at the nightclub. CHS agreed to meet **ALBERTO**. Although this call was not recorded, phone toll records for **ALBERTO**’s phone show that **ALBERTO** and CHS communicated on June 6, 2011.

28. After the June 6, 2011 call, **ALBERTO** came to the nightclub and informed CHS that the problem was bigger than anticipated and indicated that the fines would be approximately \$40,000 to \$50,000. **ALBERTO** told CHS that he/she needed to pay him \$3,000 by June 10, 2011. CHS told **ALBERTO** he/she needed the weekend to make money at the nightclub and **ALBERTO** agreed to let CHS pay him \$3000 on June 13, 2011. This meeting was not recorded.

29. According to CHS, on or about June 7, 2011, **ALBERTO** again came to CHS’s nightclub. **ALBERTO** told CHS that the City of Miami Beach officials hate CHS and wanted CHS’s business shut down. CHS assured **ALBERTO** that he/she would pay **ALBERTO** \$3,000 on June 13, 2011. This meeting was not recorded.

30. On or about June 9, 2011, CHS came to the FBI and reported the above demand by **ALBERTO**.

B. The Early Pay-Offs to **ALBERTO**

a. The First Pay-Off to **ALBERTO**

31. On June 13, 2011 at approximately 12:20 p.m., at the direction of the FBI, CHS met with **ALBERTO** at the nightclub. During the meeting at the nightclub, CHS paid **ALBERTO** a

\$2,500 cash pay-off in exchange for **ALBERTO**'s agreement not to pursue the claimed fine that was going to be issued to CHS's business.² The meeting was recorded with audio and video equipment.

32. I have reviewed the audio and video recording of the meeting, and you can clearly see CHS hand the \$2,500 cash (which is contained in an envelope) to **ALBERTO**. During the meeting **ALBERTO** is wearing a shirt emblazoned with "City of Miami Beach." In addition, on the recording, **ALBERTO** told CHS that everything "was good" and that if he got anything, meaning if CHS got a violation notice, CHS should "come see [**ALBERTO**]" and he would close it" for CHS.³ I believe that during this exchange, **ALBERTO** was making clear that if CHS received anything related to the flyer violation, **ALBERTO** would get rid of the violation.

33. During the same recorded June 13, 2011 meeting, CHS inquired if **ALBERTO** could help him with a past tax debt that CHS owed to the City of Miami Beach.⁴ **ALBERTO** stated that he would check into the tax debt issue for CHS.

b. The Second Pay-Off to **ALBERTO**

34. On June 17, 2011, CHS, under the supervision of the FBI, placed a consensually

² All of the pay-offs that were made in this investigation were made with FBI funds provided to either CHS or UCEI.

³ In this affidavit, I have not included each and every word that was spoken during the recorded calls and meetings. In addition, quoted sections of the recordings are based on the FBI's preliminary analysis of the recordings and are not final transcripts. The voice identification of the various participants in the recorded meets and conversations is based on the following: (1) information provided by CHS and UCEI; (2) my review of the video portions of these recordings where the speaker is visible and my familiarity with the voices gained from that review; and (3) the content of the recordings. Finally, throughout this Affidavit, I have offered my interpretations of certain recorded conversations. My interpretations of these conversations is based on my knowledge of the investigation to date, including, but not limited to, conversations with CHS and UCEI and my review of the multiple recorded conversations and meets obtained during this investigation. My understanding is also based on conversations with other agents involved in this investigation and my training and experience in public corruption investigations.

⁴ The City of Miami Beach has assessed an approximate \$25,000 resort tax debt against CHS's nightclub.

recorded telephone call to **ALBERTO**. June 17, 2011, was a Friday and CHS planned on operating the club that night. During that call, the following exchange occurred:

ALBERTO: Let me, let me tell you. I talked to the people that work at the nighttime.

CHS: Uh huh?

ALBERTO: So I uh, don't worry you are good ok?

CHS: Okay.

ALBERTO : But they want me to well - - - you know what's up.

35. I believe, based on my training and experience, that during this exchange, **ALBERTO** was indicating to CHS that **ALBERTO** had spoken with the other code compliance inspectors that worked the night shift when CHS operates his nightclub ("I talked to the people that work at the nighttime"). I also believe that **ALBERTO** was indicating that CHS could operate the nightclub that night without hassle from the code compliance inspectors ("don't worry you are good ok"), but that CHS would need to make another cash pay-off to **ALBERTO** for distribution to the other code compliance inspectors ("But they want me to well - - - you know what's up").

36. On the evening of June 17, 2011, and after the above telephone call, **ALBERTO** came to CHS's nightclub and told CHS that he would come see him the following Monday for another pay-off. Although this meeting was audio recorded, the quality of the recording is not good and the conversation is not discernable.

37. CHS operated his nightclub on the evening of June 17, 2011. There were no inspections or visits from Miami Beach code compliance inspectors.

38. On June 20, 2011 and at the direction of the FBI, CHS met with **ALBERTO** at the nightclub at approximately 11:33 a.m. The meeting was recorded with audio and video

equipment. During the meeting, CHS paid a \$2,000 cash pay-off to **ALBERTO** inside CHS's office at the nightclub.

39. During this meeting, **ALBERTO** indicated to CHS there was little that **ALBERTO** could personally do regarding the outstanding tax debt with the City of Miami Beach, but **ALBERTO** told CHS that another employee of the City of Miami Beach (MBE1), might be able to help with the old tax debt. **ALBERTO** provided CHS MBE1's telephone number so that CHS could call MBE1. **ALBERTO** told CHS that he would call MBE1 and tell MBE1 that CHS would be calling.

40. During that same meeting, the following exchange occurred:

ALBERTO: So, when do you have another party setup? Because every time you have a party, I have to tell the night shift to make sure that they help you –

CHS: They were real good this week, - -

ALBERTO: I know –

CHS: Not even the fire came in - - -

ALBERTO: I know, I know, I know, I took care of everybody - - - but I got to get them now. But - -

CHS: No problem

ALBERTO: But, you need to let me know every time you are gonna have something.

CHS: This Friday I have something.

ALBERTO: OK. So we'll do something. I'll tell them another \$500.

41. After the above exchange, **ALBERTO** explained to CHS that his "orders are to close you, but I am not following 'em." According to **ALBERTO**, he had been instructed to close CHS's nightclub because of the old tax debt of CHS's nightclub. Later in the conversation, CHS inquired if he would have any issues with code compliance on the coming Friday (June 24,

2011). **ALBERTO** responded “I will take care of the people again. I’ll take care of them. I’ll tell them ‘Friday one more.’ You know.”

42. On June 23, 2011, CHS, at approximately 5:49 p.m. and at the direction of the FBI, placed a consensual recorded call to **ALBERTO**. During the conversation **ALBERTO** told CHS that he had “already talked to the people that work at nights and told them the same thing this week.” **ALBERTO** also indicated that because CHS would only be open on a Friday and not Saturday, “on Monday, he could do a little bit less.” **ALBERTO** and CHS then arranged to meet the next Monday (June 27, 2011).

43. CHS operated his nightclub on the evening of June 24, 2011. There were no inspections or visits from Miami Beach code compliance inspectors.

c. The Third Pay-Off to **ALBERTO**

44. On June 27, 2011, CHS, at approximately 2:18 p.m., and at the direction of the FBI, CHS met with **ALBERTO** at the nightclub. This meeting was audio and video recorded. During the recorded meeting, **ALBERTO** and CHS again discussed MBE1 and the pending tax debt.

45. After **ALBERTO** indicated that CHS needed to confer with MBE1 about the tax debt, the following exchange occurred:

ALBERTO: . . . The other issue is that, uh, for this weekend you know I gotta take care of the people that help people.

CHS: How much you need?

ALBERTO: Less than last time. I mean, uh, they were happy with the last one, they were very happy. But, uh, I was thinking like fifteen hundred. Or one, if you have one, whatever. How much did you have?

CHS: To be honest with you, I, I have like five here, and another six belong to somebody else.

ALBERTO: You have like eleven hundred?

CHS: Eleven hundred total.

ALBERTO: That's fine.

CHS: I didn't have . . .

ALBERTO: . . . that's fine, I'll give that. Uh, uh, they're happy with the last one. So, on Monday when I saw them, they were happy. So, you know, that's fine.

CHS: It was just slow.

ALBERTO: It was slow?

CHS: Very slow. It was . . .

ALBERTO: . . . I don't know cause I wasn't here, so I don't know.

CHS: It was raining.

ALBERTO: Oh, it was?

CHS: So . . .

ALBERTO: Nobody came through, right? Nobody bother you?

CHS: No, just a fire, uh, guys, came in.

ALBERTO: But they didn't cite you at all?

CHS: No, we, we didn't have maybe 300, 400 people. So . . .

ALBERTO: Hm, well I'll take care of them. I'll take care of them . . .

CHS: I wish I had larger bills, but . . .

ALBERTO: No, no that's fine. That's fine. And if your gonna open this week again, we'll do, do five hundred or whatever. You know?

CHS: OK. Uhh --

ALBERTO: -- Cause I think I gave them enough already.

46. **ALBERTO** and CHS then began to discuss dealing with MBE1 about the tax debt. When CHS indicated that he would “take care of him” (offer money to MBE1), **ALBERTO** responded, “no, you can’t take care of him. No! He’s by the book. . . . Don’t even tell him that you are meet with me, don’t, nothing. . . .” **ALBERTO** continued to explain that the past tax debt issue needed to be addressed because “you can’t be open without that fixed. Legally anyway. They want me to close you. . . . They think you are closed, you know? Nobody’s reporting you are open.”⁵

47. **ALBERTO** and CHS continued the tax debt discussion and then discussed CHS's desire to install a new sign outside of his business. Towards the end of the meeting, CHS asked **ALBERTO**, “I’m safe this week?” **ALBERTO** responded, “you should be, yeah. I got you.” During the course of this meeting, CHS provided **ALBERTO** \$1,100 in cash, which was video and audio recorded.

d. Additional Pay-Offs to **ALBERTO**

48. As illustrated in the below chart, **ALBERTO** continued to receive cash pay-offs from CHS in the weeks that followed. Each of these pay-offs was audio and video recorded.

<u>Date</u>	<u>Cash Pay-Off</u>
July 5, 2011	\$500
July 11, 2011	\$1,000
July 18, 2011	\$500
July 25, 2011	\$1,000
August 1, 2011	\$500

⁵ CHS ultimately spoke with MBE1. MBE1 indicated that he could not help CHS with the tax debt.

August 8, 2011	\$500
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49. Like the previous payoffs, these pay-offs were made to avoid potential code violation fines and to continue to operate even though the nightclub was supposed to be closed, according to **ALBERTO**. For example, during the July 5, 2011 pay-off, **ALBERTO** stated, “so this Friday and Saturday again and we’ll do it.” CHS responded, “thank you. \$500?” **ALBERTO** then said, “that’s fine. That’s fine.” Then, on July 7, 2011, CHS sent a text message to **ALBERTO**. The text message asked “Am I good for the weekend”? **ALBERTO** responded with “Yes you’re the best”. During the July 18, 2011 pay-off, CHS said to **ALBERTO**, “thank you for this weekend They didn’t show up. Nobody” (referring to code inspectors). **ALBERTO** responded, “I know.” During the July 25, 2011 pay-off, **ALBERTO** asked CHS “no problems, right?” CHS responded, “no. Thank you. Not the fire department. Not you guys.” During some of these same recorded conversations, **ALBERTO** again repeated that the nightclub was supposed to be closed.

50. After the pay-offs and as with previous occasions, CHS's nightclub operated during this time frame. There were no inspections, visits or fines from Miami Beach code compliance inspectors.

C. **FOOTMAN Comes to the Nightclub and Meets CHS**

51. On August 6, 2011, Miami Beach Fire Inspector Chai **FOOTMAN** came to the nightclub during operating hours. **FOOTMAN** was in his fire uniform and was accompanied by another firefighter/inspector. CHS understood **FOOTMAN** and his co-worker to be at the club to conduct an inspection.

52. While inside the nightclub, **FOOTMAN** spoke to CHS. Although CHS was

wearing a recording device, the noise inside the nightclub makes the conversation indiscernible. However, according to CHS, **FOOTMAN** told CHS that he wanted to come party at the nightclub the following week.

53. On August 10, 2011, CHS spoke to **FOOTMAN** on the telephone. CHS invited **FOOTMAN** to come to the nightclub on the coming Friday. During that call, **FOOTMAN** confirmed that he would be coming to the nightclub that Friday with three females to party for the night.

54. On August 12, 2011, **FOOTMAN** came to the nightclub with a group of people. CHS had several conversations with **FOOTMAN**. **FOOTMAN** told CHS that he would help protect CHS's nightclub from any fire inspections. During the evening, **FOOTMAN** and his party were provided with \$3,633.00 in food and drinks – free of charge. Although CHS was wearing a recording device, the noise inside the club makes the voices are indiscernible. Accordingly, the recording did not pick up the above referenced discussions.

D. CHS Introduces UCE1 to **FOOTMAN** and Cash Pay-Offs to **FOOTMAN** Begin

55. On August 19, 2011, **FOOTMAN** went to the nightclub to meet CHS. While at the club, **FOOTMAN** was introduced to UCE1. UCE1 was posing as the new “manager” of the nightclub. This meeting was video and audio recorded.

a. UCE1 Makes First Cash Payment to **FOOTMAN**

56. During the same meeting, CHS and UCE1 explained that they need to increase the nightclub’s occupancy level. **FOOTMAN** gave them some ideas on how to increase the level by removing furniture. **FOOTMAN** also explained that “your biggest concern is getting a ticket – a violation, and here is the thing, and I am gonna be frank with you. If you look at it, we never really ever come over here at all to do inspections. The only time when an inspector shows up is

usually is when it's me, correct?" CHS agreed and they continued to discuss increasing the capacity within the club. Later in the conversation, UCE1 asked "would you be able to give me a heads up if it wasn't you coming" (meaning to conduct a fire inspection)? **FOOTMAN** responded, "I do it already." When the UCE1 asked again that **FOOTMAN** look out for them, **FOOTMAN** responded, "your're good, you're good." **FOOTMAN** explained that he "wasn't out trying to bust people, – if you are wrong, you are wrong – but I know you are trying to build up and I don't have a problem with that."

57. Later, CHS left the meeting. Once CHS was gone, **FOOTMAN** gave UCE1 his telephone number. UCE1 explained that he was from outside of Miami and that new out-of-state investors had put money into the club to improve the nightclub's operations. UCE1 told **FOOTMAN** that the investors were trying to get the club back on track. With regard to the occupancy level, **FOOTMAN** indicated he would speak to a Fire Marshall and that he would tell her that UCE1 was "his boy" and that he "would play it up for UCE1." **FOOTMAN** explained that the more "profitable" businesses are, "the better off it is for me." UCE1 responded that the more profitable it was for the club, the more **FOOTMAN** could "come through" anytime that UCE1 was there (meaning he would receive drinks and other things of value without charge). **FOOTMAN** stated that is "how it is with [a separate Miami Beach Nightclub] and that is why we look out for them."

58. Later, UCE1 explained that he wanted **FOOTMAN** on "his team." UCE1 explained that the club appeared to have some issues with the City. **FOOTMAN** agreed and said that CHS had created the problems for himself by "trying to fight against the City." **FOOTMAN** went on to explain that you cannot beat the City, "cause they can come here almost every week and create problems every week." UCE1 responded that he had told CHS that "you gotta do favors

for people, you gotta take care of people, it's a dirty game, but you gotta do it." **FOOTMAN** responded and said, "to be honest with you, it don't even really take that much. It doesn't. I mean, cause I aint looking for no hand out, like 'you gotta pay me.' I just wanna hang out and party and chill. You know, I aint looking for that. I'm just not a dick. I look out as much as I can. I aint looking for cash." UCE1 responded, well "if you look out for me, I will look out for you. That's how I like to do things." **FOOTMAN** responded, "yeah."

59. During the meeting, UCE1 explained to **FOOTMAN** that some of the employees of the nightclub had complained about **FOOTMAN**'s free drinks and food on August 12, 2011. To deal with that problem, UCE1 said that he would give cash to **FOOTMAN** and **FOOTMAN** could pay his own bill at the nightclub. Later **FOOTMAN** explained, "I got you man, aint no worries. I got you on that whatever - I got you - as much as I can do without making it obvious." (UCE1 understood that **FOOTMAN** was explaining that he would provide protection for the nightclub from any potential fire code violations.) **FOOTMAN** also asked if there were any problems with Code or Building. UCE1 explained that he had problems with everything. **FOOTMAN** said he would see what he could do.

60. At the end of the meeting, UCE1 gave **FOOTMAN** \$900 in cash. **FOOTMAN** initially returned the money to UCE1 and said, "what I would rather for you to do is do that without that camera there." When **FOOTMAN** made this comment, he was referring to a plainly visible security surveillance camera that was inside the office where UCE1 and **FOOTMAN** were meeting was a security surveillance camera.⁶ UCE1 and **FOOTMAN** then left the office and went into a nearby bathroom. In the bathroom, UCE1 gave the cash to **FOOTMAN**.

⁶ The camera had been in the office before the investigation started and was not part of the FBI recording equipment.

FOOTMAN then went into the nightclub and had some drinks. **FOOTMAN** later left the club.

b. **FOOTMAN** Introduces Co-Worker

61. On August 26, 2011, **FOOTMAN** brought a Miami Beach firefighter (“MBFF1”), to the nightclub to meet UCE1.⁷ **FOOTMAN** had previously told UCE1 that MBFF1 – like **FOOTMAN** – conducted fire inspections at Miami Beach nightclubs. This meeting was audio recorded. During the meeting, **FOOTMAN**, UCE1 and MBFF1 discussed increasing the nightclub’s occupancy and other topics related to the nightclub. There was no discussion of pay-offs.

c. Second Cash Pay-Off to **FOOTMAN**

62. On September 2, 2011, **FOOTMAN** met with UCE1 at the nightclub. This meeting was both video and audio recorded. During the meeting, UCE1 asked **FOOTMAN** about MBFF1, indicating that he was “stiff.” **FOOTMAN** responded, “yeah, because he don’t know.” **FOOTMAN** nevertheless said, “he would never come here and shut the club down.” According to **FOOTMAN**, the majority of “these dudes” (referring to the other inspectors) would not shut the club down. **FOOTMAN**, however, did indicate that there was one inspector who might be a problem – but he would not be out that night. During the meeting, the following exchange occurred:

UCE1: Who working tonight?

FOOTMAN: It was supposed to be me. But, the, um, you see the old dude that I have – you’ve never seen him –

UCE1: – I’ve never seen him.

⁷ UCE1 had previously told **FOOTMAN** to bring other inspectors by the club so that UCE1 could meet them.

FOOTMAN: Its an older cat that I have with me sometimes. He's working. But I can tell you right now, he aint coming by here. He aint coming in here.

UCE1: So, so I am good tonight.

FOOTMAN: Yeah. You perfect. Listen, I am telling you, you not gonna see anybody. Cause the thing is, this club is off the main strip, in a sense. Like, its not on Washington. Its not on Washington and its not like north of 21st Street on Collins. So they not gonna come in here. Unless some craziness happens, where, you have like some major fire in here or some foolishness.

UCE1: Can you call the dude and tell him like, 'I came by and everything is good, make sure you don't come over here.'? Can you do that for me?

FOOTMAN: Yeah. Yeah.

UCE1: Alright. It's gonna be a big night for us and I don't want any trouble.

FOOTMAN: Listen, you gonna be fine. Trust me. Trust me. And if someone does show up, you can call me and tell me. And I can call them and [unintelligible.]

63. During the meeting, **FOOTMAN** and **UCE1** talked about **FOOTMAN**'s plans for the weekend. Towards the end of the meeting, **UCE1** handed **FOOTMAN** \$400 in cash, explaining "I got this for you; appreciate all the love been showing me." Before **FOOTMAN** took the money, he pointed to the visible surveillance camera in the office, and said "this camera right here." **UCE1** told **FOOTMAN** that the camera was off. **FOOTMAN** took the money, saying "really dog, really man?" **FOOTMAN** asked if **UCE1** was getting the money from the investors because he "felt weird with that." **UCE1** explained that the "investors" had sent him to the club to take care of the problems. **FOOTMAN** then left with the \$400 in cash.

64. On Monday, September 12, 2011, **UCE1** and **FOOTMAN** spoke on the telephone. This call was audio recorded. On the call, **UCE1** and **FOOTMAN** discussed recent allegations of bribery and prostitution regarding a local university football program. During this discussion,

FOOTMAN stated “hey, that’s why I was asking about that camera shit – cause I didn’t want caught [unintelligible].” Later in the conversation, **FOOTMAN** and **UCE1** discussed whether **FOOTMAN** was working on the coming weekend. **FOOTMAN** said, “I may be working this Friday, if not, its [MBFF1.] So, you know, it’s whatever.” Later in the conversation, **FOOTMAN** again explained that if he was not working that weekend, “it’s [MBFF1.] Then you know you don’t got no problems. It’s [MBFF1.] It’s all good.”

65. On September 16, 2011, **FOOTMAN** came to the nightclub to meet with **UCE1**. This meeting was audio and video recorded. **FOOTMAN** was in uniform during the meeting. During the meeting, **UCE1** told **FOOTMAN** that he needed help getting a permit for an outdoor sign at the club. **FOOTMAN** told **UCE1** that he knew a City of Miami Beach Employee (“**MBE2**”), who could help with the sign permit. **FOOTMAN** indicated that he would get **MBE2** in touch with **UCE1**. **UCE1** said that if it worked out, he would put **MBE2** “on the team” (meaning he would make pay-offs to **MBE2**). (Following this meeting, **UCE1** contacted **MBE2** and met with **MBE2**. **UCE1** gave a \$250 cash pay-off to **MBE2** to help **UCE1** to get the sign permit.)

66. At the end of the meeting, **UCE1** asked “should I expect [MBFF1] tonight?” **FOOTMAN** said, “I will find out.” **UCE1** suggested putting **MBFF1** “on the team” (meaning **UCE1** would make cash pay-offs to **MBFF1**). **FOOTMAN** responded, “don’t do that.” **UCE1** asked **FOOTMAN** why. **FOOTMAN** responded, “cause he will be spooked. Just be cool with you – he gonna look out for you. Cause he gonna look out for you cause I told you [unintelligible].”

d. Third Cash Pay-Off to **FOOTMAN**

67. On September 30, 2011, **FOOTMAN** came to the nightclub to meet with **UCE1**.

This meeting was audio and video recorded. During this meeting, UCE1 provided **FOOTMAN** with \$2,500 in cash. UCE1 explained that \$1,000 was for the referral of MBE2 to help with obtaining the sign permit. And \$500 was for “looking out for the club.”⁸ After accepting the money, **FOOTMAN** stated “this almost seem crazy.” **FOOTMAN** also asked, “this come from your boss?” UCE1 indicated that the money came from the investors. UCE1 and **FOOTMAN** then went on to discuss **FOOTMAN** possibly meeting the investors.

68. On October 19, 2011, UCE1 and **FOOTMAN** spoke on the telephone. This call was audio recorded. During the call, UCE1 told **FOOTMAN** that he was working on getting certain musical acts arranged for a Halloween party at the nightclub. **FOOTMAN** indicated to UCE1 that he would be working on Halloween, “so you should be good.”

E. **FOOTMAN** Introduces UCE1 to Henry **BRYANT**

69. On October 27, 2011, UCE1 contacted **FOOTMAN** via telephone and informed **FOOTMAN** that MBE2 had let UCE1 down by not getting him the permit for the sign. This call was recorded. Later that day, **FOOTMAN** called UCE1 and told him that “Henry **BRYANT**” could help UCE1 with the sign permit issue. According to **FOOTMAN**, “Henry will be able to play ball. . . . He is a senior inspector. He may know other people in the City. I am pretty sure he does. He knows the ins and outs and stuff like that.” **FOOTMAN** also explained that, “when Henry working, he will have your back.” **FOOTMAN** explained, “let him know what you are trying to do, everything. . . . He is down. He's real down.” **FOOTMAN** explained that he

⁸ The remaining \$1,000 was to pay **FOOTMAN** for introducing UCE1 to a Miami Beach police officer that UCE1 could put on the team. UCE1 met with the police officer. However, after UCE1 made the \$1000 pay-off to **FOOTMAN**, the police officer decided not to work with UCE1. According to **FOOTMAN**, the police officer was a “no go.” According to **FOOTMAN**, the police officer was “spooked,” because, as **FOOTMAN** reported to UCE1, the police officer said that UCE1 wanted “a friend at PD [and] them days are gone.”

would have **BRYANT** come by and meet UCE1.

70. On October 28, 2011, **BRYANT** came by the nightclub. **BRYANT** was in his firefighter uniform when he came to the club and was with another firefighter at the time. **BRYANT** gave UCE1 his business card. UCE1 later contacted **BRYANT** and arranged to meet on October 29, 2011.

F. UCE1 Meets With **BRYANT**

71. On October 29, 2011, **BRYANT** and UCE1 met for lunch at a restaurant in Miami Beach. This meeting was video and audio recorded. **BRYANT** was wearing his City of Miami Beach fire uniform during the meeting.

72. During the meeting, UCE1 explained that he was the manager of the nightclub. UCE1 said that the new investors in the nightclub and UCE1 wanted to make the nightclub successful, but they had discovered that CHS had problems with Miami Beach public officials. UCE1 was trying to address these problems by putting together a “team” and that UCE1 knew that “you gotta take care of people.” **BRYANT** indicated that there “aint too many people in the City that I don’t know.”

73. During the meeting, **BRYANT** asked, “what exactly do you need done?” UCE1 mentioned that he needed to increase the nightclub’s occupancy limit, and then went on to explain other issues:

UCE1: I don't need any problems there, when I come – like when I am not there on the weekend and let's say you are doing the inspections, we can't handle another inspection issue there when the place is being shut down. I need someone to look out for the place to make sure that we won't have any inspectors coming through there giving us a hard time, blah-ba-blah"

BRYANT: Why would they give you a hard time?

UCE1: Because of the issues with the owner.

BRYANT: That's right, that's right.

UCE1: Know what I am saying. I need that. I need to be able to call you and say, 'hey Henry, I am not gonna be there this weekend, can you make sure' and the occupancy.

74. During the meeting, **BRYANT** indicated that **UCE1** would need to work with the supervisors of the various city agencies. **BRYANT** stated that he had "worked with" the head of Code in the past. **UCE1** asked who that was, and **BRYANT** said "Jose **ALBERTO**." **BRYANT** explained that "I have worked with him for about twelve years on every little gig that I had, cause I mean, we kept a place open that had violated every fucking rule in the law – but the guy was paying us four grand."

75. **UCE1** indicated that he wanted to do "business," and asked how much it would cost. **BRYANT** responded that he needed to know more about what was needed. **BRYANT** explained further:

BRYANT: I know, on the Code side, that is taken care of. On the PD side, you don't need to worry about that, because I got that taken care of. What I am concerned about is, the only thing that I am really concerned about, is that — you know, because, I mean, you guys, you guys big enough to run a legit business where you gonna make the people. So with the overcrowding issue, I am not really concerned with that either, because whenever there is a ticket, I'll just call the people and say 'hey, I need that ticket taken care of, rip it up.'

UCE1: Oh, I mean, that's beautiful. For me, for something like that, you let me know what you think, you know -

BRYANT: Well this is, let me, I tell you, this is what I do for certain people. It depends on who I tell. I don't mind doing whatever it takes to get the job done, but there are certain parameters that I ask for. You know, in return.

UCE1: What is that?

BRYANT: Well a lot of people, they get there thing, and they get flamboyant. They

cut their nose off to spite their face. And I tell 'em, 'you go to the city and you saying all this stuff. You make me work twice as hard and they aint given me a penny more. You making me work twice as hard. This is crazy.'

UCE1: I know we just getting to know each other, but I am not like that. The one thing I never want to do is bring heat when you doing me a favor. I don't want to bring heat on you when you looking out for me.

BRYANT: Exactly.

76. **BRYANT** continued to explain that he had helped out a certain promoter in the past. According to **BRYANT** "he became big in the system and then he became too big for his own pants." According to **BRYANT**, **BRYANT** backed away from the promoter. Later, the promoter came back to **BRYANT** and asked him for a "favor." **BRYANT** refused to do the favor because of the way the promoter had treated him.

77. UCE1 then asked "if [**BRYANT** could] look out for me on Saturdays. If something come up or whatever." **BRYANT** responded, "that's not a problem. That will be taken care of." **BRYANT** also said that he would have someone come over to the nightclub to begin working on the occupancy issue. During the meeting, UCE1 also told **BRYANT** that he needed help with getting the sign permit through the City. **BRYANT** indicated that he would be able to get the permit through for UCE1. Towards the end of the meeting, **BRYANT** explained that he would be UCE1's "problem solver." At the end of the meeting, **BRYANT** and UCE1 arranged to exchange the necessary paperwork for the permit.

78. On October 29, 2011, UCE1 and **FOOTMAN** spoke on the phone. This call was audio recorded. On that call, UCE1 told **FOOTMAN** that the meeting with **BRYANT** "went real well." **FOOTMAN** asked if UCE1 told **BRYANT** what "you need done." UCE1 indicated that he did, and that **BRYANT** was the "real deal." UCE1 thanked **FOOTMAN** for putting him in

touch with **BRYANT** and **FOOTMAN** responded, "I got your back." UCE1 told **FOOTMAN** that **BRYANT** had mentioned **ALBERTO** and that **BRYANT** "was real cool with him in Code" and that **ALBERTO** was "like a supervisor." UCE1 also explained that **BRYANT** knew a "whole bunch of people so that's gonna be good." **FOOTMAN** said that he was happy it worked out, but that he didn't know **ALBERTO**. Towards the end of the conversation, UCE1 and **FOOTMAN** discussed keeping "everything" compartmentalized so that the players didn't know what the other players were doing.

79. On October 30, 2011, UCE1 gave paperwork to **BRYANT** for the permit. After the meeting, UCE1 and **FOOTMAN** spoke on the telephone. That call was recorded. On that call, **FOOTMAN** asked about the meeting with **BRYANT**. UCE1 said that it went real well and that **BRYANT** was on the "team" and that "he gonna be a big time asset, he knows a lot of people." UCE1 also told **FOOTMAN** that **BRYANT** did not know about UCE1's dealings with **FOOTMAN**. **FOOTMAN** said "good, I am glad it worked out." On the call, **FOOTMAN** also told UCE1 that he was working on finding a police officer that could join the "team." **FOOTMAN** suggested that UCE1 ask **BRYANT** if he knew any police officers that could join the team.

G. CHS Makes Additional Pay-Offs to **ALBERTO**

80. During the time frame that UCE1 was dealing with **FOOTMAN** and **BRYANT**, CHSI continued to make cash pay-offs to **ALBERTO**. The pay-offs to **ALBERTO**, detailed in the below chart, were recorded. Based on recorded conversations and past practice, these pay-offs were made for weekly protection from code violations and to permit CHS to continue to operate his club. After the pay-offs and as with previous occasions, CHS's nightclub operated during this time frame and there were no inspections, visits or fines from Miami Beach code

compliance inspectors.

<u>Date of Pay-Off</u>	<u>Cash Pay-Off Amount</u>
August 15, 2011	\$500
August 29, 2011	\$500
September 6, 2011	\$500
September 30, 2011	\$500
October 3, 2011	\$500
October 11, 2011	\$500
October 24, 2011	\$500

a. **ALBERTO and GRANT Coordinate Protection of the Nightclub**

81. During the period when these payments were being made, that is, on October 20, 2011, a Thursday, CHS placed a telephone call to **ALBERTO**. This call was recorded. During that call, CHS explained to **ALBERTO** that he wanted to make sure that “I am good for tomorrow” (meaning that he could run his nightclub without hassle from code compliance). **ALBERTO** responded, “yeah, of course, you good.” CHS told **ALBERTO** that “it may be a little busier than usual, so” **ALBERTO** responded, “OK, no problem. I will make sure.”

82. On October 21, 2011, at approximately 9:23 p.m., pursuant to a judicially authorized wiretap of **ALBERTO**’s telephone, law enforcement intercepted a telephone call between **GRANT** and **ALBERTO**.⁹ On that call, **ALBERTO** told **GRANT** that CHS’s

⁹ On October 17, 2011, authorization to intercept the wire and electronic communications occurring over **ALBERTO**’s cellular telephone was granted by a United States District Court Judge in the Southern District of Florida. That same day, and pursuant to the lawful order, law enforcement began intercepting **ALBERTO**’s telephone calls and text messages.

nightclub “might have something tonight” and to “make sure everything is smooth, and I'll see you Monday, alright?” **GRANT** responded, “alright.” **ALBERTO** continued, “if there is any problems, if any problems, you handle it yourself, you know what I'm saying?” Again, **GRANT** responded “alright.”

H. **CHS Introduces ALBERTO to UCE1 and Makes Another Pay-Off to ALBERTO**

83. On October 31, 2011, **ALBERTO** went to the nightclub to meet with **CHS**. This meeting was video and audio recorded. **ALBERTO** was in his Miami Beach code uniform during the meeting. During the meeting, **UCE1** came into the office and was introduced to **ALBERTO** by **CHS**. **CHS** told **ALBERTO** that **UCE1** was running the nightclub for the investors. **UCE1** mentioned he was in the process of getting a permit pulled to install a sign at the nightclub. **ALBERTO** told **UCE1** “let me know before you start going [to city hall] on you own, because I will get you help.” **UCE1** and **ALBERTO** exchanged telephone numbers. **ALBERTO** explained again, “before you do any projects, come see me first – that way it helps to go smoother.” **UCE1** then left the office. **CHS** explained that **UCE1** would essentially be running the nightclub in the future.

84. During the same meeting, **CHS** paid **ALBERTO** \$500 in cash. After he received the cash, **ALBERTO** indicated that **CHS** was good for the weekend.

I. **UCE1 and ALBERTO Meet**

85. On November 1, 2011, **ALBERTO** met **UCE1** at a restaurant in Miami Beach, Florida. This meeting was audio and video recorded. During the meeting, **UCE1** explained that he was trying to “build a team of people within in the City that I can trust and can take care of. Make sure that I don't have any issues.” **ALBERTO** responded, “you got the right people in front of you.” During the meeting, **ALBERTO** told **UCE1** that the nightclub “wasn’t supposed to be

operating” and that **ALBERTO** was CHS's “only friend right now.” UCE1 explained to **ALBERTO** that he “would take care of people” in order to help the nightclub succeed. During the conversation **ALBERTO** said, “as long as you aint no FBI or none of that shit. We are straight.” Later in the conversation, **ALBERTO** explained that he would “hook [UCE1] up with my guys at night, the guys that work at night. Cause they gonna be the ones that look out for – when I am sleeping – they’re the ones that are gonna be out here, you can call ‘em and get their numbers.” **ALBERTO** explained that he trusted these “guys” and these were the “boys he had been working with for years.” During the meeting, UCE1 and **ALBERTO** agreed to meet later that day.

J. **ALBERTO Begins Introducing His “Guys” To UCE1**

a. **ALBERTO Introduces UCE1 to VASALLO and GRANT**

86. Later that day, November 1, 2011, **ALBERTO** met UCE1 at the nightclub. This meeting was video and audio recorded. **ALBERTO** brought **VASALLO** and **GRANT** with him to the meeting. **VASALLO** and **GRANT** are both Code Enforcement Officers for the City of Miami Beach.

87. At the start of the meeting, UCE1 introduced himself to **VASALLO** and **GRANT**. **ALBERTO** joked that UCE1 worked with the FBI. UCE1 and **VASALLO** and **GRANT** then exchanged telephone numbers. While the numbers were being exchanged, **ALBERTO** explained that **VASALLO** and **GRANT** are both day shift and that UCE1 did “not need no more than that; these motherfuckers, they run the city during the day. They let me know if anything is going on.” During the meeting, **ALBERTO** asked UCE1, “when you gonna take care of me?” UCE1 indicated that he would take “care of” (pay) **ALBERTO** later that week. **ALBERTO** then turned to **VASALLO** and **GRANT** and told them, “and then I will pay you guys.” When

ALBERTO indicated that they needed to leave, **UCE1** said, “I don’t want no bullshit.” **GRANT** responded, “you be straight, we be straight.” The three code employees then left.

b. **ALBERTO Introduces UCE1 to GONZALEZ and Coordinates With BRYANT**

88. On November 2, 2011, **ALBERTO** drove to the nightclub and picked up **UCE1** to take **UCE1** to meet Orlando **GONZALEZ**. **GONZALEZ** is a City of Miami Beach Code Enforcement Officer. **UCE1** got into **ALBERTO**’s car. At the time, **UCE1** had a recording device and the meeting was recorded.

89. During the car ride, **ALBERTO** told **UCE1** that he was taking **UCE1** to meet the night inspector (**GONZALEZ**) and that he was “an important guy to meet.” **ALBERTO** explained that anything that happens at night “you call him.” **ALBERTO** then parked the car and made a telephone call to **GONZALEZ** and told him to come outside. Although **UCE1** does not know the specific address, **UCE1** observed an individual (later identified as **GONZALEZ**) coming out of an apartment building. Orlando **GONZALEZ** then came out to the car. **ALBERTO** introduced **UCE1** to **GONZALEZ**. **ALBERTO** explained that he had previously met with **GONZALEZ** and that **UCE1** would call **GONZALEZ** if **UCE1** had any issues. **UCE1** and **GONZALEZ** then arranged for **GONZALEZ** to come by the nightclub when **GONZALEZ** was on duty. After the introduction, **ALBERTO** and **UCE1** got back into the car and **GONZALEZ** went back inside.

90. While in the car, but before meeting **GONZALEZ**, **ALBERTO** told **UCE1** that he needs to set **UCE1** up with “fire” because “fire is a big problem for you guys.” Later **ALBERTO** indicated he would put **UCE1** in touch with **BRYANT** regarding potential fire problems. Soon after, **ALBERTO** placed a telephone call to **BRYANT**. (At the time, **ALBERTO** did not know

that UCE1 was already dealing with **BRYANT**.) On that call, which was intercepted pursuant to the wiretap, **ALBERTO** told **BRYANT** that he had a “friend” that he wanted **BRYANT** to meet. After **ALBERTO** and **BRYANT** discovered that they were both talking about UCE1, **ALBERTO** explained to **BRYANT** that he wanted UCE1 to “know all the good people, you know what I’m saying.” **BRYANT** responded, “no, no, no, this one here is definitely good people, and this one here is definitely one that we need, you need to sit down with you (sic) already.” **ALBERTO** said that he was “with him right now, we straight.” **ALBERTO** handed the phone to UCE1 so that UCE1 could briefly talk with **BRYANT**. After the telephone call, **ALBERTO** told UCE1 that “Henry is a good man” and that he “comes through.” When UCE1 said that **BRYANT** knew “everybody” and that he had been around a “long time like [**ALBERTO**],” **ALBERTO** responded, “exactly, that’s why the good people know each other.”

91. During the car ride, UCE1 told **ALBERTO** that he had “something for you right now” (meaning a cash pay-off) but that **ALBERTO** had to “show me” (meaning he had to do something for UCE1). **ALBERTO** quickly responded, “you open because of me” and that he had orders to “shut down” the club, but that he was keeping it open. **ALBERTO** also told UCE1 that he promised his guys money for protection provided to UCE1. **ALBERTO** told UCE1 that if there was any issues with code, UCE1 needed to ask **ALBERTO** in the future. **ALBERTO** explained to UCE1 that the code inspectors will follow orders from **ALBERTO**. **ALBERTO** indicated to UCE1 that if there were any problems at the nightclub, **GRANT** and **VASALLO** would deal with the complaints and protect the nightclub. UCE1 thereafter gave **ALBERTO** a \$1,000 cash pay-off.

92. After the car ride, on November 2, 2011, UCE1 had a telephone conversation with **BRYANT**. This conversation was recorded. During the conversation, **BRYANT**, referring to

the fact that UCE1 had met **ALBERTO**, stated "you got the right one. Don't go to the bottom, go to the top." **BRYANT** continued, saying that he "wanted to make sure that you got to the head, I know that he will play ball. . . . I have dealt with him before." **BRYANT** further explained, "when you got me, you got, you got a whole bunch."

K. The First Pay-Off to Orlando **GONZALEZ**

93. On November 5, 2011, **GONZALEZ** came by the nightclub to meet UCE1. This meeting was video and audio recorded. When **GONZALEZ** came to the nightclub, **GONZALEZ** was wearing a Miami Beach code compliance uniform. **GONZALEZ** explained that he would "take care" of UCE1. According to **GONZALEZ**, when "calls come in or whatever happens, um, I am the one who will control it – no matter what supervisor is on the shift – boom, I jump it and take it, take care of it. Nothing happens." **GONZALEZ** also advised UCE1 that another code compliance inspector named "Vinny" would have to meet UCE1 because he worked the night shift. UCE1 then paid **GONZALEZ** \$400 cash.

L. UCE1 Meeting With **VASALLO** and **ALBERTO**; Another Pay-Off to **BRYANT**

94. On November 7, 2011, UCE1 met with **VASALLO** and **ALBERTO** at a Miami Beach restaurant. The three sat at the same table. The meeting was audio and video recorded. During the meeting, **ALBERTO** indicated that he had been worried for UCE1 over the past weekend because all the "big bosses" were out, but that **ALBERTO** had spoken with **GONZALEZ** and he said everything was good.

95. During the same meeting – in the presence of **VASALLO** – UCE1 mentioned that he had to "meet with Henry" later that day. UCE1 mentioned that "Henry" **BRYANT** is a "good guy" and **ALBERTO** responded, "Henry [**BRYANT**] is a good guy." **ALBERTO** went on to explain, "everybody here is to help, no one will fuck you." UCE1 then said, that **BRYANT** is

"very trustworthy." **ALBERTO** stated, "we gonna do the best we can to help you out."

96. At the end of the meeting, UCE1 gave **ALBERTO** \$500 in cash. After paying **ALBERTO**, UCE1 left the restaurant while **ALBERTO** and **VASALLO** were still at the table.

M. Pay-Off to Henry **BRYANT**; **BRYANT** Explains He Spoke With **GRANT**

97. On November 7, 2011, UCE1 went to a fire station in Miami Beach to meet with **BRYANT**. **BRYANT** explained that the sign permit would be pushed through the following day when the girl pulled it for **BRYANT**. UCE1 paid **BRYANT** \$300 that was reimbursement for the permit fee. UCE1 also paid **BRYANT** \$1,000 cash for "his troubles," that is for pushing the sign permits through the process on behalf of UCE1.

98. During the meeting, **BRYANT** told the UCE1 that he had spoken with **GRANT**. According to **BRYANT**, **GRANT** said that **ALBERTO** had told **GRANT** that **BRYANT** had "met the new player in town." **BRYANT** explained to UCE1 that initially he had pretended to not know what **GRANT** was talking about. **BRYANT** explained that **GRANT** said **GRANT** and **VASALLO** had met with UCE1, but that they were worried about working with him. **BRYANT** said he told **GRANT** that dealing with UCE1 would be OK. **BRYANT** stated that he told **GRANT** that UCE1 was "family" and that they should "treat him appropriately. And that if they had any problems, come to me and let me know. I'll deal with it. But, I said, you know, I don't like confusion. Now see, when I say that, they know where I am standing. See, cause I don't go back and say something to you that I don't say to them, and I don't say something to them that I don't say to you. Because my thing of it is, from where I stand, is we can all get along."

N. **ALBERTO** Introduces **SANTIESTEBAN** To UCE1 At Nightclub

99. On November 18, 2011, **ALBERTO** went to the nightclub to meet with UCE1. This meeting was video and audio recorded. **ALBERTO** brought Vicente **SANTIESTEBAN**,

with him to the meeting. **SANTIESTEBAN** is a Miami Beach Code Enforcement Officer.

a. Another Pay-Off to **ALBERTO**

100. During the same meeting, **ALBERTO** explained that he attended a meeting at the condominium across the street from the nightclub. **ALBERTO** told UCE1 that it is only a matter of time before people started complaining about the nightclub. **ALBERTO** told UCE1 that **SANTIESTEBAN** worked the evening shift and **SANTIESTEBAN** would be protecting the nightclub. UCE1 then took out \$500 in cash to pay **ALBERTO**. As UCE1 was counting the money, **ALBERTO** told **SANTIESTEBAN**, “keep an eye out for him, today, he has a party. . . . If any complaints come in, you take the call, you know what I mean.” **ALBERTO** also told **SANTIESTEBAN** that UCE1 would pay him later that day. UCE1 exchanged telephone numbers with **SANTIESTEBAN** and they made arrangements to meet later that day.

O. UCE1 Makes Cash Pay-Offs to **GONZALEZ** and **SANTIESTEBAN**

101. On November 18, 2011, **GONZALEZ** and **SANTIESTEBAN** met with UCE1. The meeting occurred inside of a vehicle. **SANTIESTEBAN** was in the driver’s seat of the vehicle and **GONZALEZ** was in the passenger seat. UCE1 was seated in the rear passenger area of the vehicle. The meeting was video and audio recorded.

102. During the meeting, **GONZALEZ** explained that he and **SANTIESTEBAN** wanted to meet UCE1 in the car (as opposed to inside the nightclub) because they didn’t know UCE1 well and because “something” told **GONZALEZ** to be careful. Later in the conversation, **GONZALEZ** said everything was alright, as long as UCE1 “promised he was no FBI.”

103. During the ride, UCE1 gave **GONZALEZ** \$400 in cash; UCE1 also gave **SANTIESTEBAN** \$400 in cash. After giving them the cash, UCE1 told **GONZALEZ** and **SANTIESTEBAN** they were open that weekend and asked them to “look out for me for the

weekend.” **GONZALEZ** responded, “that’s done [unitelligible] not a problem.”

P. UCE1 Makes Cash Pay-Off to **GONZALEZ** and **SANTIESTEBAN**

104. On December 3, 2011, **GONZALEZ** drove UCE1 to the bank so that UCE1 could get money to make a cash pay-off to **GONZALEZ**. At the time, UCE1 had a recording device and **GONZALEZ**’s conversations with UCE1 were recorded. During the car ride, **GONZALEZ** indicated that normally the Code Enforcement Officers were not paid directly. Normally, the “boss” (**ALBERTO**) “handle[s] the deal” and the money is distributed to the enforcement officers by **ALBERTO**. UCE1 said that he wanted to make sure that people were getting paid to avoid accusations that lower level members of the team were not getting their fair share. **GONZALEZ** indicated that he was there to collect the money for himself, **SANTIESTEBAN** and **ALBERTO** and that "everyone knows what is going on right now." When UCE1 got to the bank, UCE1 could not withdraw the money to pay **GONZALEZ**, so they arranged to meet later for the pay-off.

105. On December 4, 2011, **GONZALEZ** met with UCE1 at the nightclub. The meeting was video and audio recorded inside the nightclub's office. During the meeting, **GONZALEZ** was paid \$800 cash. UCE1 explained to **GONZALEZ** that \$400 was for **GONZALEZ** and \$400 was intended for **SANTIESTEBAN**.

Q. Cash Pay-Off to **ALBERTO**

106. On December 10, 2011, **ALBERTO** met UCE1 at the nightclub. The meeting was video and audio recorded inside the nightclub's office. During the meeting, **ALBERTO** explained that he was keeping the nightclub open even though officials at the city wanted the nightclub closed. **ALBERTO** explained to UCE1 that he delayed a fine that was going to be issued to the nightclub. During the meeting, UCE1 told **ALBERTO** that the nightclub has been very slow, but that he will have a "big party on New Years." **ALBERTO** responded, "I will look

out for you for New Years." During the meeting, UCE1 paid \$500 cash to **ALBERTO** in exchange for his protection.

R. Cash Pay-Off to **BRYANT**

107. On December 15, 2011, UCE1 and **BRYANT** met at the nightclub. The meeting was audio and video recorded. During the recorded meeting, **BRYANT** explained that he had gotten a phone call that concerned him. Specifically, **BRYANT** stated, "another thing that someone called me about. When you got the supervisors, you don't need the little Tom, Dicks, and Harry's. Because the little Tom, Dicks, and Harrys create problems." **BRYANT** went on to say, "so you when you got the top man, you don't need the little people." UCE1 suggested that **ALBERTO** must have spoken with **BRYANT** in regard to the "little people" (as described by **BRYANT**). **BRYANT** said, "Jose [**ALBERTO**] didn't talk to me, one of his underlings talked to me." UCE1 indicated that it must have been **GRANT** that spoke to **BRYANT**, and **BRYANT** agreed it was **GRANT**.

108. UCE1 continued to explain to **BRYANT** that the reason he deals with the "underlings" (as described by **BRYANT**) is to confirm that the "underlings" are getting paid so that UCE1 doesn't get burned by an unhappy lower level player who is not getting paid. **BRYANT** responded, in part, "I been in this business for twenty-five years and I seen people come and I seen people go, because they self destruct." Later, after describing other corruption investigations, **BRYANT** said, "I don't plan on being one [(a defendant in a corruption investigation.)]. And the thing about it is that, sometimes the more ears that you have, the more problems it will cause ... and that is why we are cutting down some of the middlemen, you know, we want those that can actually do what they need to do, and even if they got one of their underlings, only thing they do is override. And that is why I tell you certain things don't need to

go past a certain point.”

109. During the meeting, UCE1 showed **BRYANT** a document that the nightclub had received from the fire department. **BRYANT** explained that the document indicated that the nightclub was up for its annual fire inspection. UCE1 asked if he could contact the firefighter that had signed the document indicating the need for an inspection. **BRYANT** responded, “I’ll call him tomorrow.”

110. During the same meeting, **BRYANT** said that he needed to buy 20 bikes for \$100 each – so **BRYANT** needed \$2,000. According to **BRYANT**, the bikes were for young kids for Christmas. **BRYANT** indicated to UCE1 that was why he needed the \$2,000 – and that the money was for “charity,” in **BRYANT**’s words. UCE1 pulled \$2,000 in cash from his pocket. With a sarcastic tone, UCE1 began counting out the money for **BRYANT** and stated “here is my donation to charity.’ **BRYANT** responded that it was “always appreciated.” UCE1 continued to explain, “make sure this all inclusive, this takes care of my fire problems and everything else.” **BRYANT** responded, “this takes care of a whole bunch of your problems.” **BRYANT** asked what the “fire problems” were and UCE1 explained that he wanted **BRYANT** to talk to the firefighter about the annual inspection referenced on the document he had previously shown to **BRYANT**. **BRYANT** responded, “that is not a problem.”

S. UCE1 Makes More Cash Pay-Offs to **ALBERTO** and the “Guys”

a. UCE1 Makes Cash Pay-Off to **ALBERTO** and **GONZALEZ**

111. On December 31, 2011, **ALBERTO** and **GONZALEZ** met with UCE1 at a restaurant in Miami Beach. This meeting was audio and video recorded. During the meeting, UCE1 explained that the nightclub would be open that night. After they finished their meal, all three went outside to **ALBERTO**’s car. UCE1, **ALBERTO** and **GONZALEZ** got into

ALBERTO's car. Inside the car, UCE1 gave **ALBERTO** \$500 in cash. As UCE1 was giving the money to **ALBERTO** he told **ALBERTO** to "keep us healthy tonight." **ALBERTO** responded, "Yeah, you want me to take care of Vince [**SANTIESTEBAN**]?" UCE1 told **ALBERTO** to tell **SANTIESTEBAN** and **VASALLO** to come see UCE1. After UCE1 paid **ALBERTO**, he got out of the car and gave **GONZALEZ** \$400 in cash.

b. UCE1 Makes Cash Pay-Off to **VASALLO**

112. On December 31, 2011, UCE1 met with **VASALLO** at the nightclub. **VASALLO** was in his code enforcement officer uniform during the meeting. The meeting was audio and video recorded. During the meeting, UCE1 explained that the nightclub would be open that night and that he needed **VASALLO** to "look out for him." UCE1 went on to explain that **ALBERTO** had told him that **VASALLO** and **GONZALEZ** would take care of UCE1 during the night. **VASALLO** responded, "yeah, yeah, for sure." UCE1 gave \$400 cash to **VASALLO**. After getting the money, **VASALLO** explained that "if anything come up, or something happens, you got my number . . . text me quick or call me" because **VASALLO** would be working all night

c. UCE1 Makes Cash Pay-Off to **GRANT**

113. On December 31, 2011, UCE1 met with **GRANT** inside the office of the nightclub. The meeting was audio and video recorded. **GRANT** wore his Miami Beach Code Compliance uniform to the meeting. During the meeting, UCE1 told **GRANT** that the nightclub would be open that night and that it would be busy, and that he did not need any problems from code or fire. **GRANT** replied, "those are simple remedies." UCE1 thanked **GRANT** for "looking out for him." **GRANT** told UCE1, "I'm always gonna look out for you bro." UCE1 paid \$400 cash to **GRANT**.

114. During the same meeting, UCE1 told **GRANT** that the fire department had recently

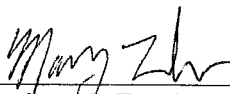
closed a nearby club for exceeding its posted occupancy. After receiving the money, **GRANT** said that he would “call his boy from fire right now to make sure you don’t have no overcrowding” problems. **GRANT** then left the meeting at approximately 3:20 p.m.

115. Toll records for **BRYANT**’s telephone indicate that after the meeting with UCE1, **GRANT** sent 3 text messages to **BRYANT**. Pursuant to a lawful search warrant, the content of those text messages were retrieved from **BRYANT**’s cellular telephone provider. In the first text message, sent at 3:40 p.m., **GRANT** told **BRYANT** that UCE1 “need to be contacted if they are doing a occupancy check.” In the second text, sent at 3:42 p.m., **GRANT** identified the club by name. In the third text message, sent at 4:12 p.m., **GRANT** told **BRYANT** “ur boy [name of UCE1] said he needs a little help tonight for [name of the nightclub.]”

CONCLUSION

116. Based on the foregoing, your affiant respectfully submits that there is probable cause to believe that beginning in or about June 2011 and continuing through in or about January 2012, at Miami-Dade County, in the Southern District of Florida and elsewhere, Jose L. **ALBERTO**, Willie E. **GRANT**, Orlando E. **GONZALEZ**, Ramon D. **VASALLO**, Vicente L. **SANTIESTEBANI**, Henry L. **BRYANT** and Chai D. **FOOTMAN** did knowingly combine, conspire, confederate, and agree with each other and others known and unknown to obstruct, delay, and affect commerce and the movement of articles and commodities in commerce, by means of extortion, as the terms "commerce" and "extortion" are defined in Title 18, United States Code, Sections 1951(b)(2) and (b)(3), in that the defendants did plan to obtain United States currency and other property not due to the defendants, from another, with his consent, under color of official right, in violation of Title 18, United States Code, Section 1951(a).

FURTHER AFFIANT SAYETH NAUGHT



Matthew J. Fowler
Special Agent
Federal Bureau of Investigation

Subscribed and sworn to before me this 11 day of April, 2012.



THE HON. BARRY L. GARBER
UNITED STATES MAGISTRATE JUDGE