

**IN THE UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF FLORIDA  
GAINESVILLE DIVISION**

**UNITED STATES OF AMERICA**

**v.**

**SEALED  
INDICTMENT**

**MIKA KAMISSA HARRIS  
and  
ERIK MICHAEL SCHABERT**  
\_\_\_\_\_ /

*1:18cr4 MW/6ES*

**THE GRAND JURY CHARGES:**

**COUNT ONE**

**A. INTRODUCTION**

At all times material to this Indictment:

1. Defendant **ERIK MICHAEL SCHABERT** was an osteopathic physician licensed by the State of Florida. **SCHABERT** possessed medical license number OS9641.
2. On or about November 29, 2009, defendants **MIKA KAMISSA HARRIS** and **ERIK MICHAEL SCHABERT** married in the State of Florida.
3. On or about July 15, 2010, defendant **MIKA KAMISSA HARRIS** was added as a signatory on a checking account ending in 979 held by defendant **ERIK MICHAEL SCHABERT** at Altra Federal Credit Union.

4. Between on or about November 23, 2010, and in or about July 2016, defendant **ERIK MICHAEL SCHABERT** owned Reliant Family Practice, PA (“Reliant Family Practice”), which provided family medical services to the general public. **SCHABERT** operated Reliant Family Practice with defendant **MIKA KAMISSA HARRIS**, who served as office manager and who provided cosmetic services to Reliant Family Practice patients. Reliant Family Practice was originally located at 4881 NW 8<sup>th</sup> Avenue, Gainesville, Florida, and in or about April 2011, relocated to 4408 NW 36<sup>th</sup> Avenue, Gainesville, Florida.

5. On or about December 2, 2010, defendant **MIKA KAMISSA HARRIS** obtained a “full specialist” license from the Florida Board of Cosmetology.

6. Between on or about April 27, 2011, and in or about July 2016, defendants **MIKA KAMISSA HARRIS** and **ERIK MICHAEL SCHABERT** maintained and had sole signatory authority on checking accounts ending in 712-5, 712-8, and 712-9, in the name of Reliant Family Practice, at Florida Credit Union, the deposits of which were insured by the National Credit Union Administration (“NCUA”).

7. Between on or about July 6, 2012, and in or about July 2016, defendants **MIKA KAMISSA HARRIS** and **ERIK MICHAEL SCHABERT** maintained and had sole signatory authority on checking accounts ending in 903-

00, 903-84, 903-85, and 903-88 in the name of Reliant Family Practice at Altra Federal Credit Union, a credit union, the deposits of which were insured by the NCUA.

8. Reliant Family Practice had an American Express credit card account ending in 2-71008.

9. On or about February 8, 2011, defendants **MIKA KAMISSA HARRIS** and **ERIK MICHAEL SCHABERT** caused Articles of Organization for Naki Skin Care, LLC (“Naki”), to be filed with the State of Florida. **SCHABERT** was the registered agent and a managing member of Naki. **HARRIS** was an owner and manager of Naki. The principal office of the business was 7115 NW 14<sup>th</sup> Avenue, Gainesville, Florida. On or about September 9, 2014, **HARRIS** opened a checking account ending in 431 in the name of Naki at Florida Credit Union on which **HARRIS** had sole signature authority.

10. On or about December 11, 2013, defendant **MIKA KAMISSA HARRIS** opened a personal checking account ending in 452 at Florida Credit Union. On or about March 31, 2014, **HARRIS** opened a personal checking account ending in 364 at Altra Federal Credit Union. Initially, **HARRIS** had sole signatory authority on the account; however, on or about October 3, 2014, M.N. was added as a signatory on the account.

11. On or about July 24, 2015, defendant **MIKA KAMISSA HARRIS** caused Articles of Organization for Noma Holdings, LLC (“Noma Holdings”), to be filed with the State of Florida. **HARRIS** was the registered agent and manager of Noma Holdings. The principal office of the business was 7115 NW 14<sup>th</sup> Avenue, Gainesville, Florida.

12. On or about March 7, 2016, defendant **MIKA KAMISSA HARRIS** caused Articles of Organization for About Skin LLC (“About Skin”), to be filed with the State of Florida. **HARRIS** was the registered agent and manager of About Skin. The principal office of the business was 7115 NW 14<sup>th</sup> Avenue, Gainesville, Florida.

13. Defendants **MIKA KAMISSA HARRIS** and **ERIK MICHAEL SCHABERT** caused claims to be submitted to health care benefit programs for payment for benefits, items, and services purportedly provided to patients of Reliant Family Practice. The claims were submitted to a third-party company, and the third-party company submitted the claims to the health care benefit programs.

14. The term “health care benefit program,” as defined in Title 18, United States Code, Section 24, means any public or private plan or contract, affecting commerce, under which any medical benefit, item, or service is provided to any individual, and includes any individual or entity who is providing a medical

benefit, item, or service for which payment may be made under the plan or contract.

15. The Medicare program was a federal government insurance program for paying certain hospital and medical expenses for persons qualified under the plan, usually for those 65 or older, for individuals entitled to Social Security disability payments for two years or more, and people with end-stage renal disease regardless of income. The Centers for Medicare and Medicaid Services (“CMS”) was a federal agency within the United States Department of Health and Human Services (“HHS”), which administered the Medicare program through its contractors. The hospital benefits were Part A, and the medical expense portion was Part B. Part A benefits covered inpatient services and limited amounts of long-term care. Part B benefits covered outpatient services, diagnostic tests, images, and drug injections. Part C benefits now known as the Medicare Advantage Program (“Medicare Advantage”) provided Medicare beneficiaries with the option to receive their benefits through privately managed care plans, rather than through the original Medicare Program - Parts A and B. Private health insurance companies offering Medicare Advantage plans were required to provide Medicare beneficiaries with the same services and supplies offered under Parts A and B of Medicare. To be eligible to enroll in a Medicare Advantage plan, a person had to be entitled to benefits under Part A and Part B of Medicare.

Medicare was established under Title 18 of the Social Security Act of 1965 and became effective on July 1, 1966. First Coast Service Options, Inc. ("First Coast Service Options") was the fiscal agent that processed the claims and maintained the records for the Medicare program in Florida. First Coast Service Options was located in Jacksonville, Florida. Medicare was funded by federal tax dollars. Provider participation in the Medicare program was voluntary. A participating provider was a person, organization, or institution with a valid participation agreement who or which would: (1) provide the service, (2) submit the claim, and (3) accept as payment in full the amount paid by the program.

16. Each provider that became a certified Medicare provider was issued a manual or provided with online access to regulations outlining participation requirements and guidelines. To receive Medicare reimbursement for covered services set forth in the manual, the provider submitted Medicare claims for payment via mail or electronic submission to First Coast Service Options. When a provider submitted a claim to Medicare, it included information such as the beneficiary's name and address, Medicare number, the date and type of service provided, the place of service, the procedure code, the diagnosis code, the amount billed, and other relevant medical information. One of the critical conditions for any payment was that the service had been provided for a legitimate, medically necessary purpose. Medicare did not reimburse providers for cosmetic surgery and

treatments. Once a claim was approved, payment was either mailed to the provider or electronically transferred to the provider.

17. Defendant **ERIK MICHAEL SCHABERT** was an authorized provider under the Medicare program. On or about April 26, 2011, **SCHABERT** obtained a Medicare provider number for Reliant Family Practice.

18. Blue Cross Blue Shield of Florida, Inc. ("Blue Cross") was a company that provided health insurance to members and issued payments to providers for covered medical services. Pursuant to Blue Cross medical coverage guidelines, dermabrasions and chemical peels met the definition of medically necessary when there were ten or more actinic keratosis lesions present, and there was documentation that topical treatments using 5-fluorouracil (5-FU) and imiquimod failed or were contraindicated. Blue Cross did not reimburse providers for cosmetic surgery and procedures solely for the purpose of improving appearance.

19. Defendant **ERIK MICHAEL SCHABERT** was an authorized provider for Blue Cross at Reliant Family Practice. On or about July 15, 2011, **SCHABERT** entered into a provider agreement with Blue Cross for Reliant Family Practice.

20. Medicare and Blue Cross were health care benefit programs as defined in Title 18, United States Code, Section 24, and operated health care public



and private plans and contracts affecting commerce under which medical benefits, items, and services were provided to individuals.

21. Health care providers submitted claims to health care benefit programs using standardized codes to describe the diagnosis and the procedures for which payment was sought. With respect to diagnoses, providers used the codes established in the International Classification of Diseases Manual (“ICD-9-CM”). ICD-9 code 695.3 covered rosacea. ICD-9 code 702.0 covered actinic keratosis. ICD-9 code 706.1 covered other acne. With respect to procedures for which payment was sought, providers used the codes established in the Physicians’ Current Procedural Terminology code book (“CPT”). CPT code 10400 covered acne surgery. CPT codes 15780 through 15782 covered dermabrasion. CPT codes 15788 through 15793 covered chemical peels.

22. Florida Statutes, Section 477.013(4) defined “cosmetology” as the “mechanical or chemical treatment of the head, face, and scalp for aesthetic rather than medical purposes . . .” Florida Administrative Code 61G5-18.00015 provided that “[a] cosmetologist is a person who is licensed to perform the mechanical or chemical treatment of the head, face, and scalp for aesthetic rather than medical purposes . . .” Pursuant to Florida Statutes, Section 477.013(5) a “specialist” was a “person holding a specialty registration in one or more of the specialties registered under” Chapter 477, including manicuring, pedicuring, and facials.



## **B. THE CHARGE**

Between on or about January 1, 2013, and on or about July 31, 2016, in the Northern District of Florida, and elsewhere, the defendants,

**MIKA KAMISSA HARRIS**  
**and**  
**ERIK MICHAEL SCHABERT,**

did knowingly and willfully conspire, combine, confederate, and agree together and with other persons to commit offenses against the United States, namely:

1. to execute a scheme to defraud a health care benefit program and to obtain, by means of material false and fraudulent pretenses, representations, and promises, money and property owned by, and under the custody and control of a health care benefit program, in connection with the delivery of and payment for health care benefits, items, and services, in violation of Title 18, United States Code, Section 1347; and

2. to devise, and intend to devise, a scheme to defraud and for obtaining money and property by means of material false and fraudulent pretenses, representations, and promises, and to cause wire communications to be transmitted in interstate commerce for the purpose of executing such scheme, in violation of Title 18, United States Code, Section 1343.

## **C. MANNER AND MEANS**

It was part of this conspiracy that:

1. Beginning in or about January 2013, defendants **MIKA KAMISSA HARRIS** and **ERIK MICHAEL SCHABERT** caused claims to be submitted for payment to Medicare and Blue Cross for chemical peels, dermabrasions, and acne surgery using the false and fictitious diagnoses of rosacea and acne.

2. When, in or about September 2013, Blue Cross began reviewing and denying claims for chemical peels and dermabrasions that were submitted with the diagnosis of rosacea, defendants **MIKA KAMISSA HARRIS** and **ERIK MICHAEL SCHABERT** caused claims to be submitted for payment to Medicare and Blue Cross for chemical peels and dermabrasions using the false and fictitious diagnoses of actinic keratosis and acne.

3. Defendant **ERIK MICHAEL SCHABERT** caused Reliant Family Practice patients to receive medically unnecessary cosmetic skin care services by **MIKA KAMISSA HARRIS** and other RFP employees, and allowed Medicare and Blue Cross to be billed under his provider agreement for these cosmetic services.

4. To provide written support for the medically unnecessary cosmetic services billed to Medicare and Blue Cross, defendants **MIKA KAMISSA HARRIS** and **ERIK MICHAEL SCHABERT** caused false entries to be made in patients' medical charts reflecting signs and symptoms that the patients did not have or exhibit.

5. To provide written support for the medically unnecessary cosmetic services billed to Medicare and Blue Cross, defendants **MIKA KAMISSA HARRIS** and **ERIK MICHAEL SCHABERT** caused false entries to be made in patients' medical charts reflecting diagnoses of actinic keratosis and acne that were not based on the patients' actual signs and symptoms.

6. Defendants **MIKA KAMISSA HARRIS** and **ERIK MICHAEL SCHABERT** caused false claims to be submitted to Medicare and Blue Cross for medical procedures that were never performed on patients and, to provide written support for these false claims, caused false entries to be made in patients' medical charts reflecting that these procedures had actually been performed.

7. By this conduct, defendants **MIKA KAMISSA HARRIS** and **ERIK MICHAEL SCHABERT** defrauded health care benefit programs of more than \$4,400,000.

All in violation of Title 18, United States Code, Section 1349.

## **COUNTS TWO THROUGH FORTY-NINE**

### **A. INTRODUCTION**

The allegations contained in sections A and C of Count One are incorporated by reference as if fully set forth herein.

## B. THE CHARGE

Between on or about January 1, 2013, and on or about July 31, 2016, in the Northern District of Florida, and elsewhere, the defendants,

**MIKA KAMISSA HARRIS**  
**and**  
**ERIK MICHAEL SCHABERT,**

did knowingly and willfully execute and attempt to execute a scheme to defraud a health care benefit program, namely, Medicare and Blue Cross, and to obtain, by means of materially false and fraudulent pretenses, representations and promises, money and property owned by, and under the custody and control of the health care benefit program, in connection with the delivery of and payment for health care benefits, items, and services.

## C. EXECUTION OF THE SCHEME

For the purpose of executing this scheme to defraud, the defendants **MIKA KAMISSA HARRIS** and **ERIK MICHAEL SCHABERT** caused fraudulent claims to be submitted to a health care benefit program as set forth below:

<b>Count</b>	<b>Defendant</b>	<b>Date of Service</b>	<b>Billing Date</b>	<b>Patient Initials</b>	<b>Health Care Benefit Program</b>	<b>CPT Code Billed</b>	<b>Amount Billed</b>
2	Harris	5/30/2013	6/1/2013	J.N.	Blue Cross	15789	\$800.00
3	Harris	6/13/2013	6/15/2013	J.N.	Blue Cross	15793	\$500.00

<b>Count</b>	<b>Defendant</b>	<b>Date of Service</b>	<b>Billing Date</b>	<b>Patient Initials</b>	<b>Health Care Benefit Program</b>	<b>CPT Code Billed</b>	<b>Amount Billed</b>
4	Harris	7/8/2013	7/13/2013	J.N.	Blue Cross	15788	\$800.00
5	Harris	7/17/2013	7/19/2013	J.N.	Blue Cross	15788	\$800.00
6	Harris	7/26/2013	7/27/2013	J.N.	Blue Cross	15789	\$800.00
7	Harris	8/6/2013	8/8/2013	J.N.	Blue Cross	15789	\$800.00
8	Harris and Schabert	11/12/2013	11/15/2013	K.R.	Blue Cross	15780	\$1,000.00
9	Harris and Schabert	11/12/2013	11/15/2013	K.R.	Blue Cross	15788	\$500.00
10	Harris	1/29/2014	2/3/2014	E.D.	Blue Cross	15780	\$800.00
11	Harris	1/29/2014	2/3/2014	E.D.	Blue Cross	15788	\$400.00
12	Harris	3/5/2014	7/18/2014	A.F.	Blue Cross	15780	\$800.00
13	Harris	3/5/2014	7/18/2014	A.F.	Blue Cross	15793	\$450.00
14	Harris and Schabert	4/25/2014	4/25/2014	P.B.	Medicare Advantage	15780	\$800.00
15	Harris and Schabert	4/25/2014	4/25/2014	P.B.	Medicare Advantage	15793	\$450.00
16	Harris	5/6/2014	10/28/2014	T.R.	Blue Cross	15780	\$800.00
17	Harris	5/6/2014	10/28/2014	T.R.	Blue Cross	15782	\$450.00
18	Harris	5/8/2014	5/9/2014	K.S.	Blue Cross	15780	\$800.00
19	Harris	5/8/2014	5/9/2014	K.S.	Blue Cross	15793	\$450.00
20	Harris and Schabert	6/17/2014	6/18/2014	P.B.	Medicare Advantage	15780	\$800.00

<b>Count</b>	<b>Defendant</b>	<b>Date of Service</b>	<b>Billing Date</b>	<b>Patient Initials</b>	<b>Health Care Benefit Program</b>	<b>CPT Code Billed</b>	<b>Amount Billed</b>
21	Harris and Schabert	6/17/2014	6/18/2014	P.B.	Medicare Advantage	15793	\$450.00
22	Harris and Schabert	7/18/2014	7/22/2014	K.H.	Blue Cross	15780	\$800.00
23	Harris and Schabert	7/18/2014	7/22/2014	K.H.	Blue Cross	15788	\$450.00
24	Harris and Schabert	8/19/2014	8/21/2014	J.G.	Blue Cross	15780	\$800.00
25	Harris and Schabert	8/19/2014	8/21/2014	J.G.	Blue Cross	15793	\$450.00
26	Harris and Schabert	9/2/2014	9/4/2014	C.S.	Blue Cross	15780	\$800.00
27	Harris and Schabert	9/2/2014	9/4/2014	C.S.	Blue Cross	15788	\$450.00
28	Harris	9/18/2014	9/19/2014	N.L.	Blue Cross	15780	\$800.00
29	Harris	9/18/2014	9/19/2014	N.L.	Blue Cross	15782	\$450.00
30	Harris	9/29/2014	10/1/2014	H.K.	Blue Cross	15780	\$800.00
31	Harris	9/29/2014	10/1/2014	H.K.	Blue Cross	15788	\$450.00
32	Harris and Schabert	9/30/2014	10/3/2014	T.P.	Blue Cross	15780	\$800.00
33	Harris and Schabert	9/30/2014	10/3/2014	T.P.	Blue Cross	15788	\$450.00
34	Harris and Schabert	11/21/2014	11/23/2014	J.A.	Blue Cross	15780	\$450.00
35	Harris and Schabert	11/21/2014	11/23/2014	J.A.	Blue Cross	15793	\$450.00
36	Harris and Schabert	12/11/2014	12/17/2014	H.H.	Blue Cross	15780	\$800.00
37	Harris and Schabert	12/11/2014	12/17/2014	H.H.	Blue Cross	15793	\$450.00

Count	Defendant	Date of Service	Billing Date	Patient Initials	Health Care Benefit Program	CPT Code Billed	Amount Billed
38	Harris and Schabert	12/23/2014	12/23/2014	C.T.	Blue Cross	15780	\$800.00
39	Harris and Schabert	12/23/2014	12/23/2014	C.T.	Blue Cross	15793	\$450.00
40	Harris	1/2/2015	1/9/2015	C.R.	Blue Cross	15780	\$800.00
41	Harris	1/2/2015	1/9/2015	C.R.	Blue Cross	15782	\$450.00
42	Harris	1/13/2015	1/13/2015	A.H.	Blue Cross	15780	\$800.00
43	Harris	1/13/2015	1/13/2015	A.H.	Blue Cross	15793	\$450.00
44	Harris	1/28/2015	1/29/2015	M.C.	Blue Cross	15780	\$800.00
45	Harris	1/28/2015	1/29/2015	M.C.	Blue Cross	15793	\$450.00
46	Harris and Schabert	2/6/2015	2/11/2015	S.G.	Blue Cross	15780	\$800.00
47	Harris and Schabert	2/6/2015	2/11/2015	S.G.	Blue Cross	15793	\$450.00
48	Harris and Schabert	4/20/2015	4/22/2015	E.S.	Medicare	15780	\$800.00
49	Harris and Schabert	4/20/2015	4/22/2015	E.S.	Medicare	15788	\$450.00

In violation of Title 18, United States Code, Sections 1347 and 2.

### **COUNTS FIFTY THROUGH NINETY**

Between on or about January 1, 2013, and on or about July 31, 2016, in the Northern District of Florida, and elsewhere, the defendant,

**MIKA KAMISSA HARRIS,**



did knowingly engage and attempt to engage in a monetary transaction by, through, and to a financial institution, affecting interstate commerce, in criminally derived property of a value greater than \$10,000, namely, the withdrawal and transfer of funds and monetary instruments, as identified below, such property having been derived from a specified unlawful activity, that is, health care fraud, in violation of Title 18, United States Code, Section 1347:

<b>Count</b>	<b>Date</b>	<b>Payee Account</b>	<b>Amount</b>
50	3/6/2014	Florida Credit Union 712-9	\$42,500.00
51	3/20/2014	Florida Credit Union 712-9	\$53,000.00
52	3/20/2014	Florida Credit Union 712-5	\$43,000.00
53	3/20/2014	Florida Credit Union 712-9	\$43,000.00
54	4/2/2014	Florida Credit Union 712-9	\$37,000.00
55	4/15/2014	Florida Credit Union 712-9	\$45,000.00
56	5/1/2014	Florida Credit Union 712-9	\$50,000.00
57	5/15/2014	Florida Credit Union 712-9	\$67,000.00
58	5/28/2014	Florida Credit Union 712-9	\$50,000.00
59	5/29/2014	Florida Credit Union 712-9	\$50,000.00
60	6/12/2014	Florida Credit Union 712-9	\$90,000.00
61	6/23/2014	Florida Credit Union 712-9	\$50,000.00
62	6/30/2014	Florida Credit Union 712-9	\$62,000.00
63	7/10/2014	Florida Credit Union 712-9	\$55,000.00
64	8/21/2014	Florida Credit Union 712-9	\$60,000.00

<b>Count</b>	<b>Date</b>	<b>Payee Account</b>	<b>Amount</b>
65	8/22/2014	American Express 2-71008	\$111,653.55
66	8/28/2014	Florida Credit Union 712-9	\$51,000.00
67	9/4/2014	Florida Credit Union 712-9	\$40,000.00
68	9/18/2014	Florida Credit Union 712-9	\$50,000.00
69	9/24/2014	Florida Credit Union 712-9	\$60,000.00
70	9/30/2014	Florida Credit Union 712-5	\$105,000.00
71	10/14/2014	Florida Credit Union 712-9	\$57,000.00
72	10/27/2014	Florida Credit Union 712-9	\$57,000.00
73	10/27/2014	Florida Credit Union 712-9	\$22,000.00
74	10/28/2014	American Express 2-71008	\$40,678.83
75	11/21/2014	American Express 2-71008	\$64,949.76
76	11/24/2014	Florida Credit Union 712-9	\$88,440.36
77	12/2/2014	American Express 2-71008	\$100,000.00
78	12/11/2014	Florida Credit Union 712-9	\$210,000.00
79	12/23/2014	Florida Credit Union 712-9	\$100,000.00
80	1/2/2015	American Express 2-71008	\$121,054.30
81	1/5/2015	Florida Credit Union 712-5	\$83,803.29
82	1/8/2015	Florida Credit Union 712-9	\$71,000.00
83	1/22/2015	Florida Credit Union 712-9	\$150,000.00
84	1/29/2015	Florida Credit Union 712-9	\$70,000.00
85	2/17/2015	Florida Credit Union 712-9	\$155,000.00
86	3/4/2015	Florida Credit Union 712-9	\$120,000.00

<b>Count</b>	<b>Date</b>	<b>Payee Account</b>	<b>Amount</b>
87	3/18/2015	Florida Credit Union 712-9	\$125,000.00
88	4/3/2015	Florida Credit Union 712-9	\$50,000.00
89	4/15/2015	Florida Credit Union 712-9	\$60,000.00
90	4/30/2015	Florida Credit Union 712-9	\$210,000.00

In violation of Title 18, United States Code, Sections 1957 and 2.

### **CRIMINAL FORFEITURE**

The allegations contained in Counts One through Ninety of this Indictment are hereby realleged and incorporated by reference for the purpose of alleging forfeitures to the United States pursuant to the provisions of Title 18, United States Code, Sections 982(a)(1) and 982(a)(7). Upon the conviction of the violations alleged in Counts One through Ninety of this Indictment, the defendants,

**MIKA KAMISSA HARRIS**  
**and**  
**ERIK MICHAEL SCHABERT,**

shall forfeit to the United States, pursuant to Title 18, United States Code, Sections 982(a)(1) and 982(a)(7), any and all property, real or personal, involved in the aforementioned offenses and any property traceable to such property; and pursuant to Title 18, United States Code, Section 982(a)(7), all property, real or personal, that constitutes or is derived, directly or indirectly, from gross proceeds traceable to

the commission of such offenses, including, but not limited to the aggregate sum of approximately \$4,400,000.

The property subject to forfeiture includes, but is not limited to, the following:

i. The real property known as 7115 NW 14<sup>th</sup> Avenue, Gainesville, Florida, lying and being in Alachua County, Florida, and more particularly described in the Official Records at Deed Book 4030, Page 2425 of the public records of Alachua County as follows:

THE EAST HALF (E 1/2) OF THE FOLLOWING DESCRIBED PARCEL:

PARCEL NO. 20 OF A SUBDIVISION NEAR GAINESVILLE IN ALACHUA COUNTY, FLORIDA, ACCORDING TO AN UNRECORDED SURVEY BY THE PERRY C. MCGRUFF COMPANY (FLA. CERTIFICATION NO. 509) DATED JUNE 3, 1965, IN SECTIONS 32 AND 33, TOWNSHIP 9 SOUTH, RANGE 19 EAST, SAID SURVEY BEING MADE A PART HEREOF BY REFERENCE AND SAID PARCEL NO. 20 BEING MORE PARTICULARLY DESCRIBED BY SAID SURVEY AS; COMMENCE AT THE NORTHWEST CORNER OF UNIVERSITY ACRES AS PER PLAT BOOK "F", PAGE 88, OF PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE RUN S.00 DEG. 14' 09"W., 2129.00 FEET; THENCE RUN N. 89 DEG. 07' 23"W., 632.49 FEET TO THE POINT OF BEGINNING; THENCE RUN N.00 DEG. 14' 12"W., 558.30 FEET; THENCE RUN N.89 DEG 07' 23"W, 378.29 FEET; THENCE RUN S.00 DEG. 14'12"E., 558.30 FEET; THENCE RUN S.89 DEG. 07'23"E., 378.29 FEET TO THE POINT OF BEGINNING. ALL BEING AND LYING IN SECTION 33, TOWNSHIP 9 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA.

ALONG WITH A PRIVATE, NON-EXCLUSIVE PERPETUAL EASEMENT WHICH SHALL CONSTITUTE A COVENANT RUNNING WITH THE LAND FOR CONVENIENT AND REASONABLE INGRESS AND EGRESS TO THE ABOVE DESCRIBED PARCEL OR PARCELS FOR TRANSPORTATION AND UTILITY FACILITIES OVER, UNDER AND ACROSS ALL OF THE STREETS AS LOCATED BY SAID SURVEY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NW CORNER OF UNIVERSITY ACRES AS RECORDED IN PLAT BOOK "F", PAGE 88, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, AND THENCE RUN S.00 DEG. 14'09"W., 216.60 FEET TO THE POINT OF BEGINNING; THENCE RUN S.65 DEG. 15'W., 538.57 FEET; THENCE RUN N.89 DEG. 54'25"W., 1408.14 FEET TO THE WEST LINE OF SECTION 33, TOWNSHIP 9 SOUTH, RANGE 19 EAST; THENCE RUN S.00 DEG. 17'07"W. ALONG SAID LINE OF SECTION 33, 80 FEET; THENCE RUN S.89 DEG. 54'25"E. 1404.01 FEET; THENCE RUN S.00 DEG. 14'09" W. 1000.86 FEET; THENCE RUN N.59 DEG. 07'23"W., 1299.2 FEET; THENCE RUN S.00 DEG. 14'12"E. 80 FEET; THENCE RUN S.89 DEG. 07'23"E. 1337.19 FEET; THENCE RUN S.34 DEG. 06'31"E., 632.34 FEET; THENCE RUN S.89 DEG. 07'23"E., 97.65 FEET; THENCE CONTINUE S.00 DEG. 14'09"W., 1574.42 FEET TO THE NORTH R/W OF STATE ROAD NO. 26; THENCE RUN N. 83 DEG. 39'06"W. ALONG SAID R/W 60.34 FEET; THENCE RUN N. 00 DEG. 14'09"E. 393.67 FEET; THENCE RUN N 89 DEG. 45'51"W, 20 FEET; THENCE RUN N 00 DEG. 14'09"E, 1149.40 FEET; THENCE RUN N 34 DEG. 06'31"W, 31.26 FEET; THENCE RUN S 89 DEG. 07'23"E, 97.65 FEET; THENCE RUN N 34 DEG. 06'31" W, 730.97 FEET; THENCE RUN N 00 DEG. 14'09"E, 1027.71 FEET; THENCE RUN N 65 DEG. 15' E, 454.99 FEET; THENCE RUN N 00 DEG. 14'09"E, 88.26 FEET TO THE POINT OF BEGINNING.

ii. The real property known as 4408 NW 36<sup>th</sup> Avenue, Gainesville,

Florida, lying and being in Alachua County, Florida, and more particularly

described in the Official Records at Deed Book 4368, Page 542 of the public records of Alachua County as follows:

THE WEST 145 FEET OF THE SOUTH 130.00 FEET OF THE WEST 263.00 FEET OF THE EAST 506 FEET OF LOT 1 OF THE SUBDIVISION OF SECTION 27, TOWNSHIP 9 SOUTH, RANGE 19 EAST, ARREDONDO GRANT, ACCORDING TO A PLAT THEREOF RECORDED IN PLAT BOOK "A", PAGE 55, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

TOGETHER WITH A PERPETUAL, NONEXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THOSE CERTAIN LANDS AS ARE MORE PARTICULARLY DESCRIBED AS FOLLOWS: A PORTION OF LOT 16 OF THE SUBDIVISION OF SECTION 27, TOWNSHIP 9 SOUTH, RANGE 19 EAST, ARREDONDO GRANT AS PER PLAT THEREOF RECORDED IN PLAT BOOK "A", PAGE 55 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 27 AND RUN THENCE SOUTH 00°12'49" WEST, ALONG THE EAST BOUNDARY OF SAID SECTION, 663.32 FEET TO THE NORTHEAST CORNER OF SAID LOT 16, THENCE NORTH 89°48'00" WEST ALONG THE NORTH LINE OF SAID LOT 16 A DISTANCE OF 443.95 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°48'00" WEST 24.00 FEET; THENCE SOUTH 00°12'49" WEST, PARALLEL TO SAID EAST BOUNDARY, 105.05 FEET; THENCE SOUTH 45°12'49" WEST, 4.36 FEET; THENCE NORTH 89°48'55" WEST, PARALLEL TO AND 24.00 FEET NORTH OF THE NORTHERLY RIGHT-OF-WAY LINE OF NW 36TH AVENUE, 49.13 FEET; THENCE SOUTH 00°12'49" WEST, PARALLEL TO SAID EAST BOUNDARY, 24.00 FEET TO SAID NORTHERLY RIGHT-OF-WAY LINE; THENCE SOUTH 89°48'55" EAST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 59.07 FEET; THENCE NORTH



45°12'49" EAST, 24.24 FEET; THENCE NORTH 00°12'49" EAST, PARALLEL TO SAID EAST BOUNDARY, 115.00 FEET TO THE POINT OF BEGINNING.

iii. The TIAA-CREF annuity account ending in 7467, held in the name of defendant **MIKA KAMISSA HARRIS**.

If any of the property described above as being subject to forfeiture pursuant to Counts One through Ninety of this Indictment, as a result of any act or omission of any defendant:

- i. cannot be located upon the exercise of due diligence;
- ii. has been transferred or sold to, or deposited with, a third person;
- iii. has been placed beyond the jurisdiction of this Court;
- iv. has been substantially diminished in value; or
- v. has been commingled with other property that cannot be divided without difficulty,

the United States shall be entitled to forfeiture of substitute property up to the



value of the property subject to forfeiture under the provisions of Title 21, United States Code, Section 853(p), which is incorporated by reference in Title 18, United States Code, Section 982(b)(1).

A TRUE BILL:

**REDACTED**

FOREPERSON

2/22/2018

DATE



CHRISTOPHER P. CANOVA  
United States Attorney



TIFFANY H. EGGERS  
Assistant United States Attorney