

ELECTRONIC  
May 2, 2013  
STEVEN M. LARIMORE  
CLERK U.S. DIST. CT.  
S.D. OF FLA. - MIAMI

UNITED STATES DISTRICT COURT  
~~13-60109-CR-COHN/SELTZER~~

CASE NO. \_\_\_\_\_

18 U.S.C. § 1349  
18 U.S.C. § 1163  
18 U.S.C. § 2

UNITED STATES OF AMERICA

v.

FRANK EXCEL MARLEY, III and  
MARIA HASSUN,

Defendants.

\_\_\_\_\_ /

INDICTMENT

The Grand Jury charges that:

INTRODUCTION

At all times relevant to this Indictment:

1. Defendant FRANK EXCEL MARLEY, III was an attorney doing business as The Marley Firm, P.A. (the "Marley Firm") which was located at 3450 Lakeside Drive, Suite 110, Miramar, FL 33027.
2. Defendant MARIA HASSUN was employed as administrative assistant and office manager by defendant FRANK EXCEL MARLEY, III at the Marley Firm.
3. The Seminole Tribe of Florida (the "Tribe") was a federally recognized Seminole Indian tribe based in the state of Florida. The Tribe had four separate reservations: Big Cypress Reservation, Brighton Reservation, Hollywood Reservation and Tampa Reservation.
4. Defendant FRANK EXCEL MARLEY, III was retained by the Tribe to represent Seminole Sports Management, LLC, a limited liability company located in Hollywood, Florida.

5. Defendant FRANK EXCEL MARLEY, III initiated and was retained by the Tribe for a project through which the Tribe would obtain Federal Communications Commission licenses, approvals, transmitters and other equipment for the construction of radio stations at their Brighton and Big Cypress Reservations (the "Radio Project").

**COUNT ONE**

(Conspiracy to Commit Mail and Wire Fraud-18 U.S.C. § 1349)

1. The allegations contained in Paragraphs 1 through 5 of the Introduction Section of this Indictment are incorporated by reference as though re-alleged in their entirety herein.

2. From in or about October, 2006, through on or about March 3, 2011, at Broward County, in the Southern District of Florida and elsewhere, the defendants,

FRANK EXCEL MARLEY, III and  
MARIA HASSUN,

did knowingly and willfully combine, conspire, confederate and agree with each other to commit offenses against the United States, that is:

(a) to knowingly and with intent to defraud, devise and intend to devise a scheme and artifice to defraud and to obtain money from the Seminole Tribe of Florida, by means of materially false and fraudulent pretenses, representations and promises and by omissions of material facts, and for the purpose of executing and attempting to execute the scheme and artifice to defraud, to cause a matter and thing to be delivered by the United States Postal Service and by private and commercial interstate carrier, according to the directions thereon, in violation of Title 18, United States Code, Section 1341; and

(b) to knowingly and with intent to defraud, devise and intend to devise a scheme and artifice to defraud and to obtain money from the Seminole Tribe of Florida, by means of materially

false and fraudulent pretenses, representations and promises and by omissions of material facts, and for the purpose of executing the scheme and artifice to defraud, to cause to be transmitted certain writings, signs, signals, pictures and sounds, by means of wire communication in interstate and foreign commerce, in violation of Title 18, United States Code, Section 1343.

**THE OBJECT OF THE CONSPIRACY**

3. It was the object of the conspiracy that the defendants, FRANK EXCEL MARLEY, III and MARIA HASSUN, would seek to enrich themselves unlawfully by defrauding the Seminole Tribe of Florida.

**MANNER AND MEANS OF THE CONSPIRACY**

4. The manner and means by which the object of the unlawful conspiracy was to be accomplished consisted, among other things, of the following:

a. Defendant FRANK EXCEL MARLEY, III, an attorney retained by "J.S.", the General Counsel for the Tribe, to represent the Tribe on legal matters relating to sports and entertainment, proposed to the General Counsel that he (MARLEY) undertake the Radio Project on behalf of the Tribe by helping them open radio stations at the Brighton and Big Cypress Reservations.

b. Defendant FRANK EXCEL MARLEY, III retained outside law firms and vendors to assist in accomplishing the Radio Project, instructing them to transmit their bills or invoices directly and exclusively to the Marley Firm alone.

c. Defendant FRANK EXCEL MARLEY, III instructed defendant MARIA HASSUN to increase the charges invoiced to the Tribe by inflating the amount of his (MARLEY's) billable hours and billing the Tribe for travel, conferences, phone calls and meetings that did not occur.

d. Defendant MARIA HASSUN prepared the invoices for the Marley Firm to submit to the

Tribe, based on desk calendars and instructions she received from defendant FRANK EXCEL MARLEY III.

e. Defendants FRANK EXCEL MARLEY, III and MARIA HASSUN submitted monthly invoices by email, United States mail and fax to the Tribe for work purportedly done by the Marley Firm each month, which included fees and costs for the billing period by the Marley Firm.

f. Defendants FRANK EXCEL MARLEY, III and MARIA HASSUN also submitted invoices from the Marley Firm to the Tribe which included inflated and falsified charges for the costs that had purportedly been incurred by third party consultants and law firms retained by MARLEY to assist him with the Radio Project and other matters on behalf of the Tribe.

#### **ACTS IN FURTHERANCE**

5. In furtherance of this conspiracy, there were committed, by at least one of the co-conspirators herein, the following acts, among others:

a. In or about October 2006, defendant FRANK EXCEL MARLEY, III hired Wessels & Pautsch, P.C. (“Wessels & Pautsch”), a law firm based in Indianapolis, Indiana, to represent Seminole Sports Management, LLC, a Seminole Tribe related company, in an action against McDermott Cue Manufacturing in the United States District Court, Eastern District of Wisconsin (the “Wisconsin litigation”).

b. From in or about December 2006, to in or about July 2008, defendant FRANK EXCEL MARLEY, III received bills in the amount of approximately \$89,642 for work performed by “Wessels & Pautsch” for the Wisconsin litigation but submitted invoices to the Tribe in the amount of \$227,925 for “Wessels & Pautsch’s” work.

c. In or about early 2007, defendant FRANK EXCEL MARLEY, III was retained to represent the Tribe in the development of non-commercial radio stations in the Tribe's Brighton and Big Cypress Reservations which involved securing permits from the Federal Communications Commission ("FCC").

d. In or about early 2007, defendant FRANK EXCEL MARLEY, III hired Sheppard Mullin Richter & Hampton, LLP ("Sheppard Mullin"), a law firm based in Washington, D.C., to assist in filing an application with the FCC to obtain a radio license for the Radio Project.

e. From in or about February 2007, to in or about November 2007, defendant FRANK EXCEL MARLEY, III received bills in the amount of approximately \$24,622 for work performed by "Sheppard Mullin" on the Radio Project but submitted invoices to the Tribe in the amount of approximately \$90,000 for "Sheppard Mullin's" work.

f. In or about November 2007, defendant FRANK EXCEL MARLEY, III hired Garvey Shubert & Barer ("Garvey"), a law firm based in Washington, D.C., to assist in filing an application with the FCC to obtain a radio license, instructing "Garvey" that he (MARLEY) was the sole point of contact with the Tribe and that all of "Garvey's" invoices for Radio Project work were to be sent only to the Marley Firm, and not to the Tribe.

g. From in or about December 2007, to in or about January 2011, defendant FRANK EXCEL MARLEY, III received bills in the amount of approximately \$18,146 for work performed by "Garvey" but submitted invoices to the Tribe in the amount of approximately \$210,450 for "Garvey's" work.

h. From in or about October 2010 through in or about December 2010, defendant FRANK EXCEL MARLEY, III billed the Tribe approximately \$99,379 for his attendance at nine Native

American Broadband Association ("NABA") conferences held in Washington, D.C., that the "NABA" did not host, co-host or sponsor and did not, in fact, take place.

i. From in or about February 2010, to in or about May 2010, defendant FRANK EXCEL MARLEY, III billed the Tribe approximately \$59,000 for the purchase of translators that were, in fact, not purchased, and approximately \$19,260 for trips to St. Petersburg and Sarasota, Florida, in order to purchase said translators when, in fact, MARLEY did not take such trips.

j. In or about October 2006, defendant FRANK EXCEL MARLEY, III hired "J.D," the principal engineer for RF Engineers, Inc ("RFE"), to help the Tribe develop FM radio stations, instructing an "RFE" representative that he (MARLEY) would be the only point of contact on the Radio Project.

k. From in or about November 2007, through in or about February 2011, defendant FRANK EXCEL MARLEY, III received bills in the amount of approximately \$29,087 for work performed by "RFE" on the Radio Project but submitted invoices to the Tribe in the amount of approximately \$123,000 for "RFE's" work.

l. On or about February 16, 2010, defendant MARIA HASSUN emailed "N. M.", the manager of construction projects on the Big Cypress Reservation, stating that defendant FRANK EXCEL MARLEY, III did not need "N. M.'s" help on the Radio Project any longer.

m. From on or about January 19, 2007, to on or about January 18, 2011, defendant MARIA HASSUN signed for approximately \$308,475 in cash withdrawals from the Marley Firm P.A. bank account at BankUnited, located in Miramar, Florida.

n. From on or about January 5, 2007, to on or about January 25, 2011, defendant MARIA HASSUN made approximately \$148,658 in cash deposits into her JPMorgan Chase bank account located in Miami Lakes, Florida.

o. From in or about November, 2006, to in or about December, 2010, defendant FRANK EXCEL MARLEY, III billed the Tribe approximately \$3,189,537 of which he fraudulently obtained approximately \$1,033,605 from the Tribe by: inflating the number of his billable hours; inflating the charges on invoices submitted to the Marley Firm by third parties; and billing the Tribe for travel, phone calls, conferences and meetings that did not occur.

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

**COUNTS TWO THROUGH TEN**

1. The allegations contained in paragraphs 1 through 5 of the Introduction Section of this Indictment and paragraphs 4a. through 4f. and 5a. through 5o. contained in Count One of this Indictment are incorporated by reference as though re-alleged in their entirety herein.

2. On or about the dates listed below, at Broward County, in the Southern District of Florida and elsewhere, the defendants,

**FRANK EXCEL MARLEY, III and  
MARIA HASSUN,**

did steal and knowingly and willfully convert to their own use, monies and funds which belonged to the Seminole Tribe of Florida, an Indian tribal organization, as set forth as to each count below:

COUNT	DATE	MONIES AND FUNDS CONVERTED
TWO	May 7, 2008	Seminole Tribe of Florida check in the amount of \$68,900 issued to the Marley Firm paying a fraudulently inflated monthly invoice for March 2008
THREE	July 9, 2008	Seminole Tribe of Florida check in the amount of \$64,550 issued to the Marley Firm paying a fraudulently inflated monthly invoice for May 2008
FOUR	October 2, 2008	Seminole Tribe of Florida check in the amount of \$59,550 issued to the Marley Firm paying a fraudulently inflated monthly invoice for July 2008
FIVE	September 28, 2009	Seminole Tribe of Florida check in the amount of \$64,050 issued to the Marley Firm paying a fraudulently inflated monthly invoice for August 2009
SIX	November 20, 2009	Seminole Tribe of Florida check in the amount of \$61,650 issued to the Marley Firm paying a fraudulently inflated monthly invoice for October 2009



SEVEN	February 4, 2010	Seminole Tribe of Florida check in the amount of \$63,100 issued to the Marley Firm paying a fraudulently inflated monthly invoice for December 2009
EIGHT	May 10, 2010	Seminole Tribe of Florida check in the amount of <del>\$82,000</del> issued to the Marley Firm paying a fraudulently inflated monthly invoice for March 2010
NINE	August 5, 2010	Seminole Tribe of Florida check in the amount of \$71,350 issued to the Marley Firm paying a fraudulently inflated monthly invoice for June 2010
TEN	February 2, 2011	Seminole Tribe of Florida check in the amount of \$64,950 issued to the Marley Firm paying a fraudulently inflated monthly invoice for December 2010

ofe  
\*82,000

All in violation of Title 18, United States Code, Sections 1163 and 2.

A TRUE BILL.

*Thomas J. Mulvihill for*  
 WIFREDO A. FERRER  
 UNITED STATES ATTORNEY

*Neil Karadbil*  
 NEIL KARADBIL  
 ASSISTANT UNITED STATES ATTORNEY