

**IN THE CIRCUIT OF THE ELEVENTH JUCICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

AFFIDAVIT IN SUPPORT OF ARREST WARRANT

BEFORE ME, Richard Harsch Judge of the Eleventh Judicial Circuit

Court, in and for Miami-Dade County, Florida, personally appeared Chief Emiliano Tamayo of the Miami Dade State Attorney's Office Criminal Investigations Unit and, who being first duly sworn, Deposes and says that he has probable cause for the arrest of the following subjects on charges outlined below:

1. Marglli Gallego, DOB 07/25/1981, LKA 15399 SW 169 Lane, Miami, Fl, 33187

Charges:

- One (1) Count of Racketeering in violation of Florida Statutes 895.03 and 777.011, a first-degree felony.
- One (1) Count of Organized Scheme to Defraud Fraud in an amount of \$50K or more in violation of Florida Statutes 817.034 (4)(a)(1) and 777.011, a first-degree felony
- One (1) Count of Organized Scheme to Defraud in violation of Florida Statutes 817.034(4)(a)(3) and 777.011, a second-degree felony
- Seven (7) Counts of Money Laundering in violation of Florida Statutes 896.101(2) and 777.011, six (6) counts in the third-degree and one (1) count in the second-degree.
- Three (3) Counts of Grand Theft in the First Degree in violation of Florida Statutes 812.014(2)(A) and 777.011.
- Two (2) Counts of Grand Theft in the Second Degree in violation of Florida Statutes 812.014(2)(B)(1) and 777.011.
- Two (2) Count of Grand Theft in the Third Degree in violation of Florida Statutes Florida Statutes 812.014(2)(C) and 777.011.
- One (1) Count of Fabricating Physical Evidence, a felony in the third-degree, in violation of Florida Statutes 918.13(1)(b) and 777.011

2. Jose Antonio Gonzalez, DOB 11/18/1976, LKA 15399 SW 169 Lane Miami, Fl, 33187

Charges:

- One (1) Count of Racketeering in violation of Florida Statutes 895.03 and 777.011, a first-degree felony.
- One (1) Count of Money Laundering in violation of Florida Statutes 896.101(2) and 777.011, a third- felony.
- One (1) Count of Money Laundering in violation of Florida Statutes 896.101(2) and 777.011, a first- felony.
- One (1) Count of Grand Theft in the First Degree in violation of Florida Statutes 812.014(2)(A) and 777.011

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3. **Myriam Arango Rodgers**, DOB 12/13/1945, LKA 10305 SW 154 Circle Court, Miami, FL, 33196

Charges:

- One (1) Count of Racketeering in violation of Florida Statutes 895.03 and 777.011, a first-degree felony.
- One (1) Count of Grand Theft in the First Degree in violation of Florida Statutes Florida Statutes 812.014(2)(A) and 777.011.
- Two (2) Counts of Grand Theft in the Third Degree in violation of Florida Statutes Florida Statutes 812.014(2)(C) and 777.011.

4. **Monica Isabel Ghilardi**, DOB 01/31/1970, LKA 14717 SW 107 Terrace, Miami, FL, 33196

- One (1) Count of Racketeering in violation of Florida Statutes 895.03 and 777.011, a first-degree felony.
- Two (2) counts of Grand Theft in the First Degree in violation of Florida Statutes Florida Statutes 812.014(2)(A) and 777.011.
- Two (2) Counts of Grand Theft in the Second Degree in violation of Florida Statutes Florida Statutes 812.014(2)(B)(1) and 777.011.
- Two (2) Counts of Grand Theft in the Third Degree in violation of Florida Statutes Florida Statutes 812.014(2)(C) and 777.011.




5. **Yoleidis Lopez Garcia**, DOB 10/01/1975, LKA 12819 SW 207 Terrace, Miami, FL, 33177

- One (1) Count of Grand Theft in the Second Degree in violation of Florida Statutes Florida Statutes 812.014(2)(B)(1) and 777.011.

AFFIANT

Your Affiant, Emiliano Tamayo, is a duly sworn law enforcement officer presently employed as the Chief of Criminal Investigations with the Miami Dade State Attorney's Office. Prior to Your Affiant's employment with the Miami Dade State Attorney's Office, Your Affiant was employed by the City of Miami Police Department, assigned to the Homicide Unit. Your Affiant has been a sworn law enforcement officer for 30 years. Your Affiant has successfully completed the practical and academic instruction required by the State of Florida to be certified as a law enforcement officer and is registered and certified by the Florida Department of Law Enforcement, Criminal Justice Standards and Training Commission.

Throughout Your Affiant's career, Your Affiant investigated crimes against property, crimes against persons, economic crimes, officer involved shootings, homicides, money laundering, narcotics to include undercover operations and human trafficking investigations. Your

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Affiant also attended numerous courses on conducting criminal investigations, including a 40-hour FDLE approved course on Advanced Investigative Techniques of Human Trafficking. Your Affiant authored numerous search warrants and arrest warrants during Your Affiant's tenure with the City of Miami Police Department and the Miami-Dade State Attorney's Office. Your Affiant has also investigated money laundering organizations, both at the street-level and complex organizations, as well as criminal enterprises in Miami-Dade County, Florida. As a result of Your Affiant's training and experience in criminal investigations, Your Affiant has become familiar with the methods of operations of organized fraud and money laundering committed by organizations operating in Miami Dade County.

This affidavit is based upon information known personally to Your Affiant through investigation and from fellow law enforcement officers who have investigated this matter and/or have personal knowledge of the facts herein. Because this affidavit is being submitted for a limited purpose of establishing probable cause, Your Affiant has not included every aspect, fact, or detail of this investigation.

Charges

Grand Theft: Your Affiant is aware that Grand Theft is a crime defined by Florida Statute 812.014. To prove the crime of Grand Theft, the State must prove that a defendant knowingly and unlawfully obtained or used, endeavored to obtain or to use the property alleged of a victim. The State of Florida must show that the person did so with intent to, either temporarily or permanently, deprive the victim of his or her right to the property or any benefit from it or to appropriate the property of the victim to his or her own use or to the use of any person not entitled to it.

Organized Scheme to Defraud: Your Affiant is aware that an Organized Scheme to Defraud is defined by Florida Statute 817.034(4)(a). To prove the crime of Organized Fraud, the State of Florida must prove that the defendant engaged in a scheme to defraud and that a defendant thereby obtained property. "Scheme to Defraud" means a systematic, ongoing course of conduct with intent to defraud one or more persons, or with intent to obtain property from one or more persons by false or fraudulent pretenses, representations, or promises or willful misrepresentations of a future act. To "obtain" means to temporarily or permanently deprive any person of the right to property or a

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benefit therefrom, or to appropriate the property to one's own use or to the use of any other person not entitled thereto. "Property" means anything of value.

Money Laundering: Your Affiant is aware that Money Laundering is defined by Florida Statute § 896.101(3). To prove the crime of Money Laundering, the State of Florida must prove that a defendant conducted or attempted to conduct a financial transaction, that the money or property involved in the financial transaction represented the proceeds of a unlawful activity, (theft or an organized scheme to defraud) that a defendant knew the money or property involved in the financial transaction represented the proceeds of some form of unlawful activity, and that the defendant knew that the transaction was designed in whole or in part to conceal or disguise the nature, location, source, ownership, or control of the proceeds of theft or an organized scheme to defraud.

Racketeering: Your Affiant is aware that Racketeering is defined by Florida Statute 895.03(3). To prove the crime of Unlawfully Conducting or Participating in an Enterprise Through a Pattern or Racketeering Activity, the State of Florida must prove the following three elements beyond a reasonable doubt: that the defendant was employed by and/or associated with an enterprise; that the defendant conducted and/or participated in, directly or indirectly, such enterprise by engaging in at least two incidents of racketeering activity as defined in Florida Statute 895.02(8).

Of those incidents in which a defendant was engaged, at least two of them had the same or similar intents, results, accomplices, victims, or methods of commission or were interrelated by distinguishing characteristics and were not isolated incidents. Your Affiant knows that under Florida law, an "Enterprise" means any individual, sole proprietorship, partnership, corporation, business trust, union chartered under the laws of this state, or other legal entity, or any unchartered union, association, or group of individuals associated in fact although not a legal entity; and it includes illicit as well as licit enterprises and governmental, as well as other, entities.

Fabricating Physical Evidence: Your Affiant is aware that Fabricating Physical Evidence is defined by Florida Statute 918.13(1)(b). To prove this charge the State of Florida must prove the following two elements beyond a reasonable doubt: that the defendant knew an investigation was

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pending by a duly constituted prosecuting authority, and that the defendant made or presented any record or document knowing it to be false.


Principals: Your Affiant is aware that Florida Statute 777.011 allows principals of crimes to be charged if a person helped another person or persons commit or attempt to commit a crime, that person is a principal and must be treated as if he or she had done all the things the other person or persons did if the defendant had a conscious intent that the criminal act be done and the defendant did some act or said some word which was intended to and which did incite, cause, encourage, assist or advise the other person or persons to actually commit or attempt to commit the crime. To be a principal, the defendant does not have to be present when the crime is committed.

Background of Investigation

Your Affiant is the lead investigator into the ongoing criminal activity within the Hammocks Community Association, Inc., a not-for-profit corporation (hereinafter referred as “the HOA”) under investigation number ECD 21-12. Your Affiant learned that the HOA, located at 9020 Hammocks Blvd, in Miami Dade County, is the master association that oversees approximately 40 communities, spanning over approximately 3,800 acres of land. There are 6,527 units, consisting of single dwelling houses as well as apartment buildings, and townhomes. It is the largest homeowner’s association in South Florida and one of the largest in the entire state.

The HOA directly manages several the communities within it while the remaining communities are self-managed, through their own associations. These self- managed communities maintain and manage their own common areas. The HOA is responsible, however, for setting budgets for the master community, providing security, collecting homeowner dues, maintaining the master common areas, including beaches, lakes, playgrounds, and parks, as well as public security and lighting. For non-self-managed communities, the HOA is responsible for everything. It is a not-for-profit corporation, per the Florida Department of State, Division of Corporations. For all the relevant years discussed in this affidavit the annual HOA budgets exceeded 4 million dollars per year.

The HOA’s main source of income is through monthly dues paid by homeowners. Until 2022, these dues generated revenue of approximately \$3,750,000.00 per year. The HOA also

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receives some revenue from fines, late fees, boat storage, clubhouse rental and other miscellaneous sources. In 2022, the current Board dramatically raised the dues. The increase in dues raised revenue from \$3,745,928.00 to over \$10,000,000.00 per year. This increase, which was not raised as an issue in the campaign for the 2022 election, resulted in two homeowner lawsuits in Miami Dade Circuit Court, one of which is requesting the appointment of a receiver.

There is also a pending legal challenge regarding the conduct of the 2022 election and a recall effort by homeowners. In its January 3, 2022 election, the HOA closed the polling location early thus preventing some owners from voting by publicly announcing some sort of “threat.” The HOA Board, through its attorney, later declined to cooperate with law enforcement to investigate the nature of the claimed threat or to aid in identifying the alleged culprits. Subsequently, the Florida Department of Business and Professional Regulation (DBPR), which oversees HOA election disputes, found that the Board’s election violated its own HOA By-Laws and mandated a new election. The Board of Directors is contesting the DBPR order challenging their control over the HOA in a lawsuit filed in Circuit Court.

Your Affiant is also aware that the HOA was served with a Recall Petition on June 6, 2022 containing over 2900 signed recall ballots from homeowners demanding removal of the entire Board of Directors. On June 10, all the current Board members, including Ms. Ghilardi and Ms. Rodgers, conducted a meeting wherein they rejected over 1900 of the recall ballots as “facially invalid” and voted not to certify the recall petition. Thereafter, the HOA filed a lawsuit in Circuit Court seeking ratification of their decision to invalidate the homeowner recall effort. The lawsuit fighting the recall is pending. Your Affiant is aware that on October 18, 2022, Judge Beatrice Butchko rendered an order in that litigation requiring the HOA to turn over certain records of the Association, including audited financial statements and 2022 election records. The HOA filed an appeal of this order on October 26, 2022 and has not turned over the ordered records.

The Board of Directors: Structure and Duties

The HOA has a Board of Directors consisting of six unpaid, volunteer positions. Each director must be voted in by property owners in the community. Each Board member must be a homeowner within the community. The positions on the Board are President, Vice President, Treasurer, Secretary, and two directors. The Board is required by the HOA’s Articles of


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Incorporation to hold public monthly meetings accessible to homeowners, to record the minutes of those meetings, and to act in the best interests of the homeowners. The Board sets the annual budget for the master HOA, collects dues from the homeowners, manages common areas, and hires and fires vendors.

Pursuant to Chapter 720, the chapter of the Florida Statutes that governs homeowner's associations, the individual Board members of an association have a fiduciary relationship to the members who are served by the association, i.e., the homeowners in the community. The Board members are also required to certify in writing that they have read the association's declaration of covenants, articles of incorporation, bylaws, and current written rules and policies; that they will work to uphold such documents and policies to the best of his or her ability; and that they will faithfully discharge their fiduciary responsibility to the association's members. Subsection (1) of 720.303 explicitly states that a member of the association does not have authority to act for the association by virtue of being a member. Only the Board of Directors can act for the association. The Board maintains the association records, enters contracts, controls the banking, obtains loans, hires staff, and retains the attorneys who act on behalf of the association at the explicit direction of the Board.

Chapter 720 states that an officer, director, or manager may not solicit, offer to accept, or accept any good or service of value for which consideration has not been provided for his or her benefit or for the benefit of a member of his or her immediate family from any person providing or proposing to provide goods or services to the association. The statutes requires that if the board finds that an officer or director has violated that subsection, the board is required to immediately remove the officer or director from office.

In addition to fiduciary obligations to act in the best interest of the homeowners within the community, the Board's duties also include other financial responsibilities such as preparing annual budgets and audited financial statements. Your Affiant has learned that for any check issued on behalf of the HOA, two Board member signatures are required. The Board has access to and control over the HOA's numerous bank accounts. To date, Your Affiant and Miami Dade State Attorney's Office investigative accountants have located and reviewed seventeen bank accounts belonging to the HOA between 2017 and the current year. These banking records were obtained by issuing *subpoena duces tecum* to third party banks. These accounts were located at seven (7)


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different banks. Your Affiant and the other investigators also reviewed eight (8) different credit card accounts for the HOA between 2016 and April 2022. These credit card records were obtained by the State Attorney's Office by sending out *subpoena duces tecum* to the third-party companies.

The Board is also responsible for keeping official records of the HOA and ensuring compliance with the record keeping requirements of Ch. 720. It defines "official records" as current copies of all contracts to which the association is a party, including, without limitation, any management agreement, lease, or other contract under which the association has any obligation or responsibility; bids received by the association for work to be performed must also be considered official records and must be kept for a period of 1 year; the financial and accounting records of the association, kept according to good accounting practices. All official records must be maintained for a period of at least seven (7) years at a location within 45 miles of the community or within the county in which the association is located.

The financial and accounting records must include accurate, itemized, and detailed records of all receipts and expenditures as well as current accounts and a periodic statement of the account for each member, designating the name and current address of each member who is obligated to pay assessments, the due date and amount of each assessment or other charge against the member, the date and amount of each payment on the account, and the balance due; all tax returns, financial statements, and financial reports of the association; any other records that identify, measure, record, or communicate financial information; ballots, sign-in sheets, voting proxies, and all other papers and electronic records relating to voting by parcel owners, which must be maintained for at least 1 year after the date of the election, vote, or meeting; as with as all other written records of the association not specifically included in this subsection which are related to the operation of the association. The statute provides that an association must provide access to the records within 10 business days after receipt of a written request for access.

Your Affiant is aware that the HOA is a nonprofit organization. This means that there are additional duties and obligations imposed on the Board under Ch. 617.0830, the Florida Statute regarding non-profit organizations. Subsection (1) of the statute sets the general standards for directors of non-profits and states that a director shall discharge his or her duties as a director, including his or her duties as a member of a committee in good faith; with the care an ordinarily

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prudent person in a like position would exercise under similar circumstances; and in a manner he or she reasonably believes to be in the best interests of the corporation.

Current Board Members:

The current members of the Board of Directors are Monica Ghilardi (President), Ligia Capielo (Vice President), Marlene Kopec (Secretary), Madeline Maceda (Treasurer), Myriam Rodgers (Director); and Luz Ordonez (Director). Your Affiant learned that most of the current Board members, with the exceptions of Ms. Capielo and Ms. Kopec, have served in other positions on the Board for many years.

For example, prior to becoming president in April of 2021, Monica Ghilardi served as vice president in 2021, treasurer between 2020-2021, secretary between 2018-2019, and director between 2016–2017. Myriam Rodgers served as vice president between 2017-2020 and secretary between 2015-2016. Prior to becoming the current treasurer in 2021, Madeline Maceda was a director since 2017.


Former Board Members:

Marglli Gallego was elected treasurer of the HOA in 2015. She remained in that position until 2017. In 2017, she became president of the HOA, a position she held until she was arrested on April 15, 2021, under Miami Dade Police Case Number PD170804295007. She was charged with multiple counts of grand theft and organized scheme to defraud for misappropriation of HOA funds for personal uses, including paying for surveillance on her private home outside of the Hammocks community. That case is pending in front of the Honorable Diane Vizcaino under felony case number F21-5594, the *State of Florida v. Marglli Gallego*.

Yoleidis Lopez began her career on the Board in 2016, as a director. In 2017, she became secretary before becoming treasurer from 2018 to 2020. In 2020, she served again as secretary. In 2021, after Marglli Gallego’s April 2021 arrest, she became vice president. She opted not to run in the 2022 election.

“Vendors”

For purposes of this affidavit, Your Affiant has focused on the following entities receiving money as alleged vendors of the HOA:

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1. **Excellent Work & Services, LLC** (hereinafter referred to as “Excellent”) – a corporation owned by former president Marglli Gallego’s husband, Jose Antonio Gonzalez. Jose A. Gonzalez is the registered agent and president. Its business address is 15399 SW 169 Lane, Miami FL 33187, their shared home. Between 2017 and 2022, Excellent received **\$1,072,270.00¹** from the HOA as a vendor. In addition, Excellent received **\$88,196** from the HOA’s American Express card between 2016-2018. Excellent also received **\$261,832** of HOA money funneled through business entities belonging to Roberto Trueba or other purported HOA vendors.

2. **Cima Solutions, Inc. (hereinafter referred to as “Cima”)**– a corporation owned by Jose Antonio Gonzalez, Marglli Gallego’s husband. The entity was incorporated by Mr. Gonzalez, who is both the registered agent and president. The entity’s registered address is 15399 SW 169 Lane, Miami FL 33187, Mr. Gonzalez and Ms. Gallego’s home. Between December of 2020 and August 2022, Cima has received **\$49,563.13** from the HOA.

3. **Okeechobee Auto and Boat Rescue Loans, Inc. (hereinafter referred to as “Okeechobee”)** –a corporation owned and controlled by Roberto Trueba with its business address located at 7282 NW 25th St. Miami, FL, 33122. Mr. Trueba is both the president and registered agent. Between October 2018 – January 2021, it received approximately **\$603,798.95** from the HOA.

4. **Nikiti Trade Equipment International Rental, Inc. (hereinafter referred to as “Nikiti”)** – corporation controlled by Roberto Trueba. The registered agent is Liudmilla Calzadilla, Mr. Trueba’s sister-in-law. The business address is 9741 Bahama Dr, Cutler Bay, FL 33189, Mr. Trueba’s home. The corporation has been inactive since September of 2018. Between July 2018 and September 2019, Nikiti received approximately **\$108,250** from the HOA.

¹ Your Affiant has rounded the amounts *down* in this section for ease of the reader.


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5. **Bartolo's Body Shop, Corp. (hereinafter referred to as "Bartolo's")** – corporation owned by Roberto Trueba, who is both the president and registered agent. The business address is 7282 NW 25 Street, Miami, FL 33122. This is the same address as Okeechobee Auto and Boat Rescue Loans, Inc. Between June of 2018 and March of 2021, Bartolo's received approximately \$275,794 from the HOA.

The Investigation

Following the arrest of Marglli Gallego in April 2021, Your Affiant was asked by Assistant State Attorney Mary Ernst and Deputy Chief Assistant John Perikles of the Economic Crimes Unit to conduct further investigation into the HOA. This request was partly based upon a document recovered in a search warrant executed on Marglli Gallego's house, located at 15399 SW 169 Lane, Miami FL 33187, in conjunction with her arrest. The document, titled "Affidavit for Confession of Judgment," appeared to involve a loan from an individual named Mr. Roberto Trueba and his business entity, Okeechobee Auto and Boat Rescue Loans, Inc., to the HOA. The amount of the loan, according to the document, was three hundred eighty-one thousand nine hundred and forty dollars (\$381,940.00). The document is signed by Marglli Gallego as both president of the HOA and as guarantor individually and is dated December 8, 2019. Your Affiant notes that as one of the largest associations in the State of Florida, the HOA should be able to obtain loans from major financial institutions at competitive interest rates. Moreover, there is no logical reason why the President should be a personal guarantor of a loan to the HOA. This appeared to be an unorthodox hard money loan from an unusual lender that Your Affiant believed required additional investigation.

Your Affiant is aware the Miami Dade Police Department began its previous 2017 investigation into the HOA due to homeowner concerns about a decline in the Association's reserve funds while Ms. Gallego was Treasurer and President. Your Affiant is aware the owners advised detectives they had attempted to gather complete records explaining the dissipation of funds, however, the owners were unable to do so because the HOA did not provide them records. They also claimed there were often no board meeting minutes explaining major expenditures. Florida Statute 720 requires minutes of all Board meetings must be recorded, maintained, and made available upon request.


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Your Affiant, with the assistance of the Miami Dade State Attorney's Office financial investigators, reviewed annual budgets (provided by homeowners), banking records obtained by subpoena to banks, and various other third-party records obtained by subpoena. Your Affiant and the Miami Dade State Attorney's Office have also tried to get copies of contracts, board minutes, invoices, payments made and received, information related to the Trueba entities, (Okeechobee, Nikiti Trade, and Bartolo's Body Shop), including information relating to the Affidavit for Confession of Judgement, and Mr. Gonzalez's entity, Excellent. Other than Mr. Trueba who provided documents during his 2021 statements, Your Affiant's attempts have been unsuccessful.

Your Affiant knows the Miami Dade State Attorney's Office has served the HOA with three (3) separate *subpoena duces tecum* seeking HOA records. To date, the HOA has *never* complied without judicial intervention. The State of Florida received a partial response on one (1) subpoena issued in 2018, but this production occurred in 2019, only after a court intervened and ordered the HOA to comply. In fact, the HOA and Ms. Gallego initially ignored the 2018 subpoena. After repeated attempts by the State to obtain the records without court involvement, Ms. Gallego's personal criminal attorney, Mr. Sabino Jauregui, filed a motion to quash the subpoena, claiming the production was overly broad and burdensome. After a hearing before former Judge Dava Tunis in April 2019 that involved Mr. Jauregui, representing Ms. Gallego personally, and Elbert Alfaro, an HOA attorney who represented the association, she ordered the HOA to turn over the documents. The HOA provided only some of the subpoenaed documents over a two-month span. Your Affiant is aware that thousands of pages the HOA ultimately provided were not responsive to the subpoena.

In March 2020, the State of Florida issued a second subpoena for records. Once again, the State of Florida received no timely response from the HOA. At that time, the HOA was still represented by Elbert Alfaro. After a grace period due to the COVID-19 pandemic, the State of Florida petitioned for a rule to show cause in August of 2020.

After the State of Florida filed its petition for a rule to show cause in August of 2020, Mr. Alfaro sent the State of Florida a registered letter on behalf of the HOA demanding payment of \$6,927.62 for the records provided in response to the 2018 subpoena. Thus, the HOA's first request to seek reimbursement for the records provided in 2019 came more than one year late and only after a second subpoena was issued demanding additional records. On September 3, 2020, a


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hearing was held before Judge Marisa Tinkler Mendez regarding the rule to show cause. At that hearing, the State of Florida argued an affidavit was required to support the request for reimbursement. Mr. Alfaro complained about the work and the expense involved in producing the records for the new subpoena request, but he informed the court he could provide the records within 60 days. Judge Tinkler Mendez did not issue a rule to show cause and reset the matter for November 3, 2020.

Mr. Alfaro did not provide the records. Instead, on October 1, 2020, he filed a motion to stay production of the records claiming the subpoena was “improper” and placed an unreasonable burden on the HOA. He also provided an invoice, dated October 1, 2020, that requested \$6,200.00 for the production pursuant to the 2018 subpoena and a separate line item requesting \$5,500.00 for the 11,000 pages the HOA claims they had prepared for the second, March 2020 subpoena.

The HOA supported the alleged costs of production through an affidavit of Kevin Alzate dated November 1, 2020 as the Custodian of Records for the HOA. Mr. Alzate is Ms. Gallego’s cousin and is employed by the HOA as a manager for the Association. Mr. Alzate asserted in the affidavit he had worked on the production of the records for both subpoenas, identified the page count for each production request, and said the records “prepared” are the exact duplicates of the records kept by the HOA. Since that initial affidavit, the State received at least two other affidavits from Mr. Alzate as the Custodian of Records attesting to the alleged time spent, number of pages copied and scanned, and other expenditures related to the document production. Thus, in the fall of 2020, the HOA clearly represented it had *gathered* 11,000 pages of records required by the March 2020 subpoena but chose not to provide them until they were paid. As with all legal decisions by the HOA, this could only be a Board decision. By law, Ms. Gallego, Ms. Lopez, Ms. Rodgers, and Ms. Ghilardi, all Board members throughout this period, participated in making the decision.

Both the State and the Miami Dade Police Department objected to the exorbitant cost and requested the court intervene. Ms. Gallego was subsequently arrested on April 15th of 2021, prior to the resolution of the production related to the second *subpoena duces tecum*. At that time, Ms. Gallego was removed as president by function of law, pursuant to Fla. Stat. 720.3033(4), which automatically requires removal from a Board any “director or officer charged by information or indictment with a felony theft or embezzlement offense involving the association’s funds or


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property.” After Ms. Gallego’s statutory removal, Ms. Ghilardi, the treasurer at the time of Ms. Gallego’s arrest, became president. Ms. Lopez, who had been secretary, became vice president. and Ms. Rodgers, who had been vice president, became a director. To date, the HOA has never produced documents related to the second March 2020 *subpoena duces tecum*.

On October 26, 2020, while the HOA’s motion to stay production of the records was pending, Marglli Gallego and the Hammocks filed a lawsuit against the two Miami Dade police detectives investigating Ms. Gallego. At the time of the lawsuit, Ms. Gallego knew of the MDPD investigation into her and the financial irregularities at the HOA. She alleged defamation and civil rights violations for publicly accusing her of theft during their investigation. Bank records show that the HOA has financed that lawsuit. Your Affiant knows that only the Board of Directors can initiate a lawsuit on behalf of the HOA. The lawsuit is currently stayed at the request of Ms. Gallego and the HOA, the plaintiffs in the lawsuit. Ms. Gallego refuses sit for a deposition or provide discovery even though she and the HOA initiated the lawsuit in 2020, likely in anticipation of her arrest.

On June 3, 2021, the HOA was served with the third *subpoena duces tecum* attempting to obtain official HOA records to use in this investigation. The third subpoena requested new documents as well as documents that overlapped with documents previously requested in the second subpoena. The HOA refused to comply, again claiming it was not required to do so until someone paid the expenses incurred in previous productions. Again, the State sought a rule to show cause against the HOA. The matter was litigated on September 1, 2021. The HOA was represented by Hilton Napoleon, the new Board attorney. Mr. Napoleon is the same attorney who filed the defamation and civil rights violation lawsuit in 2020. He filed a Motion to Quash and a Motion for Protective order. In these motions, the HOA now claimed the first two subpoena requests, previously billed at slightly over \$11,000.00, had actually cost the HOA in excess of \$50,000.00, which had to be paid before any records would be provided. After hearing extensive argument, Judge Fernandez-Karavetsos, the new presiding Judge, ordered the HOA to provide to the State all responsive documents, with some limitations added by the Court, for inspection and copying no later than October 1, 2021.

The HOA did not comply. Instead, it appealed the trial court’s denial of its motions to the Third District Court of Appeal. The legal decision to appeal, and incur additional legal bills, could



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only be made by the Board of Directors. The trial court's ruling was affirmed by the appellate court in the spring of 2022. Again, the State sought to enforce the Rule to Show Cause to obtain the official HOA records. Again, the HOA continued to refuse to produce the records or alternatively, to allow copying and inspection by the Miami Dade County State Attorney's Office and Your Affiant. Ms. Rodgers and Ms. Ghilardi were Board members at the time. Your Affiant has observed that since Ms. Gallego was removed from the Board, she has attended several court dates as an observer with one or more of her criminal defense attorneys.

The attorney for the HOA told Judge Vizcaino, the trial court judge who until recently was presiding over both the production matter and Ms. Gallego's 2021 case, that the Board, including Ms. Ghilardi and Ms. Rodgers, voted not to comply with the order to produce the HOA documents or allow the State of Florida to copy and inspect them. The Board also refused to provide board minutes, which are required to be made of all meetings, including those where financial decisions are made. According to Mr. Napoleon, the Board attorney, the basis of this refusal was that "the Board doesn't trust the State."

Thereafter, Judge Vizcaino issued a rule to show cause against Kevin Alzate, the individual that both the former Board attorney and the current Board attorney had referred to as the "Custodian of Records." Your Affiant knows that at least one hearing on the rule was delayed at the request of Mr. Napoleon because he said Mr. Alzate, the purported records custodian, was stuck in New York. Ultimately, a hearing was held in the contempt matter against Mr. Alzate. He appeared with his own counsel and testified under oath to Judge Vizcaino that he *was not* and had *never been* the custodian of records. When presented one of the affidavits he had previously signed stating that he was the custodian of records he claimed he had signed it without reading it closely. Mr. Alzate could not even tell Judge Vizcaino where the responsive records were currently stored by the HOA. Judge Vizcaino did not hold Mr. Alzate in contempt but she subsequently issued a rule to show cause against the HOA as a legal entity.

To date, the HOA has not withdrawn the affidavits sworn to by Mr. Alzate, the individual who was testified he is *not* the custodian of records and who did not read the affidavits he signed, and the HOA used as the basis to refuse to provide records. The HOA has not provided any additional names as the custodian of records for the HOA. It has not provided any documents. These are all Board decisions. Judge Vizcaino recently transferred to the Family Court division

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and the hearing on the rule to show cause is now pending before Judge Laura Cruz in under felony case number F21-13390, *State of Florida v. Hammocks Community Association, Inc.*

In addition to ignoring and challenging the State of Florida's subpoenas, Your Affiant is aware that the Board has taken other legal action to prevent the State from accessing the HOA records. The HOA recently sued the Miami Dade State Attorney's Office in federal court to block the State court's enforcement of the *subpoena duces tecum* issued regarding this investigation. Thus, rather than comply with Judge Vizcaino's order to turn over the HOA records, the HOA financed a federal lawsuit. The federal litigation is still pending. A review of the HOA's financial documents demonstrates the homeowners in the Hammocks community are funding the legal fights against the State of Florida, purportedly to argue over \$50,000 allegedly spent on gathering and copying records. Additionally, investigation revealed that HOA funds are being used to pay four (4) criminal defense attorneys representing Ms. Gallego in her criminal case. To date, the HOA has paid over \$250,000 of homeowner money to defend Ms. Gallego in a case in which she is charged with misappropriating funds from the very homeowners now paying for her defense. Approval for these expenditures can only be authorized by the Board. Your Affiant is aware that Sections 10.1 and 10.2 of the HOA By Laws require the Board of Directors to indemnify a Board member charged with a crime who is later successful on the merits. Your Affiant is also aware, however, there is no requirement that it advance legal fees to the charged individual. Further, the Board may only advance expenses if the charged individual is determined to have been acting in good faith and in a manner reasonably believed to be in the best interests of the Association. In this case, the Board approved payment of legal fees before discovery on the criminal charges even took place.

Your Affiant is also aware from review of legal and financial documents the HOA is in a dire financial position. In December of 2021, in a proceeding before Judge Celeste Muir, Jesus Cue, the current comptroller of the HOA admitted that the HOA was essentially "broke" and was taking out high-interest, short-term loans to meet its financial responsibilities. The increase in homeowners' dues occurred a few months later. A review of audited financial statements from the HOA for 2016, 2017, and 2018, which are sent to the Board members, show the HOA had deficits each year. The HOA consistently spent more than it took in. The audits for each year also informed the Board that "the annual budget has multiple errors where assessments were budgeted at different

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amounts than what the actual billings were...The budget is voted on by the Association members and is the governing document. Errors in the budget could lead to fraud and theft.” The 2018 audit specifically informed the Board that the “Operating Fund at year end had a very low cash balance. A low cash balance jeopardizes the Association’s ability to continue its daily operations.”

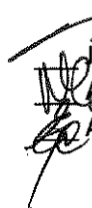
Your Affiant is further aware that since the 2018 audit no audited financial statements have been prepared or provided by the Board of Directors, in direct violation of Florida Statute 720 requirements. No audits have been produced even though the HOA Budgets have set aside expense for audits in 2019 (\$90,000), 2020 (\$70,000), and 2021 (\$50,000).

The Trueba Entities: Bartolo’s Body Shop, Nikiti Trade Equipment International, and Okeechobee Auto & Boat Rescue Loans

Your Affiant began investigating on June 1, 2021. Your Affiant learned the Miami Dade Police Department interviewed Roberto Trueba in October 2020 pursuant to their investigation under MDPD Case. No. PD170804295007. On that date, Mr. Trueba responded to a subpoena issued by the Miami Dade State Attorney’s Office to give a statement as well as to provide documents. Mr. Trueba appeared on that date with an attorney, Santiago Lavandera. Mr. Trueba provided several invoices from his companies, Nikiti Trade Equipment International Rental, Inc. and Okeechobee Auto & Boat Rescue Loans, both companies that were purported vendors to the HOA whose records had been subpoenaed.

On that date, Mr. Trueba was placed under oath. He provided a sworn statement in the presence of Mr. Lavandera. He stated his multiple business entities, Bartolo’s Body Shop Corp., and Nikiti Trade Equipment International Rental, Inc., and Okeechobee Auto & Boat Rescue Loans, Inc. provided services for the HOA. The entities are hereafter referred to as “Bartolo’s,” “Nikiti,” and “Okeechobee” respectively.

During the October 2020 statement, Mr. Trueba claimed Okeechobee and Nikiti provided heavy equipment and other machinery and services for clean-up after Hurricane Irma. He said Bartolo’s provided car repair and body shop services. He advised he obtained some of the heavy equipment he used to provide these services via rentals from a “Miami Rentals.” Mr. Trueba denied providing any money to Marglli Gallego directly and maintained all three of his companies performed legitimate business services for the HOA as vendors.



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Upon initiating the investigation, Your Affiant reviewed Mr. Trueba's recorded sworn statement given to Miami Dade Police Department in October of 2020 as well as bank records related to his business entities and personal accounts obtained via third party subpoena. Your Affiant also reviewed the banking records of the HOA. The Miami Dade State Attorney's Office financial investigators assisted Your Affiant in reviewing and analyzing all bank records received. Your Affiant also reviewed the invoices provided by Mr. Trueba during his October 2020 statement as well as the "Affidavit for Confession of Judgment" document found in Ms. Gallego's home during the search warrant.

Upon receipt of the investigation, Your Affiant began interviewing other individuals related to Mr. Trueba and his business entities. On June 24, 2021, Your Affiant obtained a sworn statement from Ms. Liudmila Calzadilla, the registered agent of Nikiti. Ms. Calzadilla stated Mr. Trueba is her brother-in-law. She advised he asked her to be the registered agent of the company because at the time the company was formed, Mr. Trueba was going through a difficult divorce and did not want the company in his name. Ms. Calzadilla stated Nikiti Trade Equipment did not operate as a business, had no physical location, did not own or rent any equipment, did not have a payroll or employees, and Nikiti's bank accounts were entirely controlled by Mr. Trueba. Ms. Calzadilla was shown a copy of a Nikiti invoice by Mr. Trueba during his October 2020 sworn statement. She stated she did not know Nikiti Trade to create invoices since it was not a functioning business.

After Ms. Calzadilla's statement, Your Affiant reached out to Mr. Lavandera, Mr. Trueba's original attorney during the October 2020 sworn statement. Your Affiant explained there was evidence Mr. Trueba lied during his October 2020 sworn statement at Miami Dade Police Department and suggested that Mr. Trueba may wish to amend his statement.

Your Affiant subsequently learned Mr. Trueba found out about Ms. Calzadilla's sworn statement as well as the State of Florida's ongoing interest in his business dealings with the HOA. In July of 2021, Mr. Trueba appeared at the Miami Dade State Attorney's Office with a new attorney, Bill Tunkey, Esq., and gave a voluntary sworn statement to Your Affiant and Assistant State Attorney Mary Ernst regarding his involvement with the HOA. The statement was recorded with a translator present, although Your Affiant also speaks Spanish fluently. Mr. Trueba also provided a variety of records related to his dealings with the HOA at this time.


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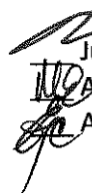
July 2021 Statement

During his amended July 2021 statement, Mr. Trueba admitted he lied during the original October 2020 sworn statement. Mr. Trueba stated he received two (2) *subpoena duces tecum* from the Miami Dade State Attorney's Office in March of 2020. These subpoenas requested corporate records of the Nikiti and Okeechobee the entities' purported business transactions with the HOA. He stated after he received the subpoenas, he met with Ms. Gallego at the HOA office located at 9020 Hammocks Blvd. to discuss his receipt of the subpoenas.

During that meeting, Ms. Gallego told Mr. Trueba she would find him an attorney. Ms. Gallego was already aware of the ongoing 2017 MDPD investigation into the HOA. In fact, she retained a criminal defense attorney, Sabino Jauregui, Esq. According to Mr. Trueba, at the March 2020 meeting at the HOA office, Ms. Gallego told him she would have "Sabino" help him find a defense attorney. Mr. Trueba stated Mr. Jauregui reached out to Mr. Lavandera to help arrange his legal representation.

On March 19, 2020, Mr. Trueba retained Mr. Lavandera as his attorney. He provided Your Affiant with a "Contract for Legal Services" signed by both Mr. Lavandera and himself. The contract indicates that Mr. Lavandera will represent him for \$5,000 "through the end of the investigation." Mr. Trueba stated Mr. Lavandera's initial \$5,000 fee was paid using HOA funds: Ms. Gallego gave him a check made out to one of his entities, disguised as a vendor payment. He took \$5,000 of the payment to the entity out in cash and gave it to Mr. Lavandera for his services. None of Mr. Trueba's entities provided any services to the HOA for this money. Your Affiant spoke with Mr. Lavandera in October of 2021. During that statement, Mr. Lavandera confirmed he received a cash payment in the amount of \$5,000 from Mr. Trueba at their initial retainer meeting in March 2020.

During his July 2021 statement, Mr. Trueba also stated Mr. Lavandera requested an extra \$3,000 to attend the October 2020 sworn statement with him. Ms. Gallego provided Mr. Trueba with payment for the attorney's services, again disguised as a vendor payment, this time to his Okeechobee entity. Again, no services were provided to the HOA justifying this payment. Mr. Trueba provided the check, dated October 15, 2020 to Your Affiant. He stated he converted \$3,000 of that check to cash and provided it to Mr. Lavandera before the statement. He also produced a


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handwritten receipt from Mr. Lavandera for the money. Mr. Lavandera subsequently confirmed he received the cash payment and provided the receipt.

During his amended July 2021 statement, Mr. Trueba admitted the Nikiti and Okeechobee invoices he provided during his original October 2020 statement were fake. He did not create the invoices and the ones provided by Ms. Gallego did not represent actual services provided by his companies. He said Ms. Gallego gave him the invoices prior to the October 2020 statement after he told her that the Miami Dade State Attorney's Office was continuing to request his entities records by subpoena. He stated Ms. Gallego provided them to him at the HOA office and instructed Mr. Trueba to give them to his attorney, Mr. Lavandera, which he did. Mr. Trueba stated neither Nikiti nor Okeechobee ever did any work for the HOA. Mr. Lavandera confirmed he received copies of the invoices from Mr. Trueba prior to the October 2020 statement.


During his amended July 2021 statement, Mr. Trueba explained his relationship with the HOA began in the Summer of 2018 when a friend named Susana Cano referred him to the HOA to repair cars using his company Bartolo's Body Shop. At that time, he met Ms. Gallego. Mr. Trueba positively identified Ms. Cano and Ms. Gallego via photograph.

Your Affiant also learned from Mr. Trueba he provided several high-interest loans to the HOA at the specific request of Ms. Gallego. He provided these loans through his Okeechobee entity, utilizing lines of business and personal credit. Ms. Gallego requested the loans. The loans were repaid with exorbitant interest rates in several ways, including disguising the interest payments as vendor checks to his Bartolo's and Nikiti entities. Ms. Gallego gave him a variety of reasons for doing so including that the HOA's insurance agency would not cover Irma damage, the need to pay other vendors, pay utilities, and to meet payroll. Your Affiant notes that except for hurricane damage, these are all expenditures budgeted for in the annual budget.

This investigation has uncovered several fraudulent schemes that utilized Mr. Trueba's entities, Bartolo's, Nikiti, and Okeechobee for theft and money laundering of HOA funds. Your Affiant has not included every scheme or detail for purposes of this Affidavit.

Cash back scheme

During his amended statement, Mr. Trueba told Your Affiant that his company, Bartolo's Body Shop, did perform some legitimate work for the HOA repairing various vehicles owned by the HOA. Mr. Trueba stated that approximately \$152,000 from the HOA was used to actually

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repair vehicles. After some time, however, Ms. Gallego approached him to ask if he knew anyone who could cash checks. Mr. Trueba stated that he could use his accounts, business and personal, to do so. After that, he stated that Ms. Gallego would give him checks drafted on HOA accounts in the name of his entities as vendors. He would then cash the checks and keep a portion of the money for himself. Based on Your Affiant's review of the banking records in conjunction with Mr. Trueba's statement, it appears that all of the vendor checks written to Nikiti Trade from the HOA are fraudulent. Your Affiant did not locate any expenditures within the bank account that could reasonably be associated with the operation of a landscaping/heavy machinery business. That amount is \$108,250, a substantial portion of which was then provided to Ms. Gallego in cash.


During his amended statement, Mr. Trueba stated that on most occasions, he provided the money to Ms. Gallego directly, however, on some occasions where she was unable to accept it herself, he would give the money to Kevin Alzate. Mr. Alzate is the previously mentioned individual who testified he is not the custodian of records for the HOA who works in the office and is related to Ms. Gallego. Mr. Trueba positively identified a photograph of Mr. Alzate and knew him as the office employee and a relative of Ms. Gallego.

For example, Mr. Trueba provided three (3) checks from July 2018 to Nikiti from the HOA. All three (3) checks were signed by Ms. Rodgers and Ms. Gallego. The checks totaled \$19,500 for a two-week period. Nikiti never provided any services to the HOA. Bank records show that after Mr. Trueba deposited the checks, he withdrew the same amounts in cash within a matter of days. He also showed Your Affiant two (2) HOA "vendor" checks from October 16, 2018, each in the amount of \$9,500, again signed by Ms. Gallego and Ms. Rodgers. They total \$18,800. Mr. Trueba then withdrew that amount, plus an additional \$100, in cash days later.

Mr. Trueba also stated that, at some point, he also gave Ms. Gallego an additional \$35,000.00 in cash from an HOA check made out to Nikiti disguised as a vendor check for "machinery rental/fences." Nikiti did not provide any services to the HOA for the check. The check was signed by Ms. Gallego only. Mr. Trueba stated he gave her the cash in small increments over time.

Ms. Gallego and Ms. Rodgers signed ten (10) checks to Nikiti totaling \$73,250 between July 7, 2018 and July 5, 2019. Ms. Gallego signed one (1) on September 16, 2019 for \$35,000.00.

Wire Transfers

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During his amended July 2021 statement, Mr. Trueba stated Ms. Gallego gave him an HOA check in June of 2019, made payable to Bartolo's vendor payment for "vehicle repairs" from the HOA funds, for \$10,000.00. The check was signed by Ms. Gallego and Ms. Rodgers. Ms. Gallego asked Mr. Trueba to cash the check and wire transfer \$5,000.00 of the funds to a bank account in the name of "Marglli Gallego Alzate" located in Medellin, Colombia. Your Affiant is aware that Ms. Gallego is from Colombia and maintains ties there. At her direction, Ms. Gallego received the remaining \$5,000.00 cash. Bartolo's did not to perform any work for this money. Mr. Trueba provided the money as Ms. Gallego requested. On June 5, 2019, he sent the wire from his Bartolo's account to the Colombian account in Ms. Gallego's name. Your Affiant and the financial investigators reviewed financial records which helped to confirm Mr. Trueba's account.

According to Mr. Trueba, Ms. Gallego gave him another HOA check, in July of 2019 for \$24,000.00. Again, this check was signed by both Ms. Gallego and Ms. Rodgers. This time, however, the vendor was Okeechobee and the money was purportedly for "rental of a chipper" according to the memo on the check. Okeechobee did not perform any work for the HOA and did not even have a chipper. Mr. Trueba deposited the check, transferred the money to his personal account, and sent a wire transfer to the same Colombian bank account for "Marglli Gallego Alzate" in Colombia in an amount of \$9,955.00 on July 23, 2019. He gave her the remaining amount of money in cash. Mr. Trueba stated Ms. Gallego provided him the wiring information. Bank records from Mr. Trueba's account confirm this information.

Excellent Services and Work scheme:

Your Affiant learned that Excellent, the company belonging to Ms. Gallego's husband, Jose Antonio Gonzalez, also received money from Mr. Trueba's entities. Mr. Trueba said during his amended July 2021 statement that neither Mr. Gonzalez nor his company ever provided any significant work for him.

Mr. Trueba stated that in September of 2019, Ms. Gallego gave him two (2) cashier's checks to Bartolo's using HOA funds for a total of \$66,000.00. Ms. Gallego instructed him to transfer \$60,000.00 via a cashier's check to Excellent Services and Work, Inc., the company owned by her husband, Jose Antonio Gonzalez. She further asked him to provide the remaining \$6,000 in

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cash. Mr. Trueba said Ms. Gallego told him the monies were for work done by Mr. Gonzalez, but she could not pay him directly because it was a conflict of interest. Your Affiant knows that a “conflict” would not prevent the HOA from making direct payments as there is ample evidence in this investigation the HOA frequently paid large sums of money to Mr. Gonzalez’s company, Excellent. This will be discussed in detail later in Your Affiant’s affidavit.


Mr. Trueba deposited these checks into his Bartolo’s bank account. A week later, on September 17, he wrote a cashier’s check in the amount of \$60,000 drawn on Bartolo’s bank account to Excellent Work and Services. Your Affiant has confirmed that the \$60,000 check was deposited in a bank account belonging to Excellent Services and withdrawn by Ms. Gallego in cash on September 20, 2019. He positively identified a photo of Mr. Gonzalez and knew him as Ms. Gallego’s husband and the owner of Excellent.

In September of 2022, the Miami Dade State Attorney’s Office executed a cooperation agreement with Mr. Trueba.

Jose Antonio Gonzalez’s Entities: Excellent Services & Work, LLC and Cima Solutions, Inc.

Excellent and Cima, are corporate entities owned by Ms. Gallego’s husband, Jose Antonio Gonzalez. Excellent has received \$1,072,270.96 of HOA funds between 2016 and the date of this affidavit. Cima has received \$49,563.13. The registered business address for both entities is 15399 SW 169 Lane, Miami FL 33187, their shared home. Your Affiant and the Miami Dade State Attorney’s Office financial investigators have subpoenaed multiple banking records for Excellent, Cima, and Mr. Gonzalez and Ms. Gallego’s personal accounts and credit cards from financial institutions. Your Affiant has also subpoenaed and reviewed Mr. Gonzalez’s wages and earnings report from the Florida Department of Revenue as well as those of Ms. Gallego.

Excellent Work and Services, LLC was incorporated in the State of Florida in June of 2016 as a limited liability corporation. The original registered agent and incorporator was William Gil according to the Florida Department of State, Division of Corporations website. Excellent’s mailing address was 14733 SW 90th Terr., Miami, FL 33196, which is Mr. Gil’s homesteaded property. Excellent’s principal place of business was listed as 1539 SW 169 Ln., Miami, FL 33187, the residence address of Mr. Gonzalez and Ms. Gallego. Mr. Gil is a relative of Ms. Gallego. In

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2017, Ms. Maria Mercedes Alzate became the Vice President of Excellent. Ms. Alzate is currently receiving money from the HOA and is another relative of Ms. Gallego.

Mr. Gonzalez became President and registered agent of Excellent in February of 2018, with the official business address as his home. Between February of 2019 and November of 2019, the corporation became inactive. Mr. Gonzalez filed paperwork to reinstate Excellent's corporate status in the State of Florida. Mr. Gonzalez has remained the sole corporate officer and registered agent since February 2018.

Your Affiant learned that Excellent allegedly provides electrical and other handy man type work to the HOA. Your Affiant is aware Mr. Gonzalez is the sole member and only employee of the Excellent entity. Your Affiant has searched the Department of Business and Professional Regulation's website for any licenses held by Mr. Gonzalez and/or Excellent and learned that none exist. Mr. Gonzalez holds no professional licenses in the State of Florida.

Excellent's bank records were obtained by Your Affiant via third party subpoena to the banking institutions. Your Affiant learned Excellent has bank accounts at JP Morgan Chase as well as Regions Bank. Your Affiant also reviewed business credit card records as well as personal bank accounts belonging to Mr. Gonzalez and Ms. Gallego. They have personal accounts at Wells Fargo and Regions. Excellent has one (1) credit card accounts at JP Morgan Chase and two (2) at Regions. Upon review of the records, Your Affiant learned that Ms. Gallego is a signatory, and therefore an authorized user on Excellent's business accounts. In fact, Ms. Gallego was an active user in both of Excellent's business accounts.

Your Affiant and the Miami Dade State Attorney's Office attempted to obtain the corporate records of Excellent. Mr. Gonzalez, in his capacity as registered agent, was served with a *subpoena duces tecum*, in September of 2021. The subpoena sought a variety of corporate records regarding Excellent's relationship with the HOA, the Trueba entities, and other alleged vendors of the HOA. Rather than provide the documents, Mr. Gonzalez filed a motion to quash the State's *subpoena duces tecum* on the grounds that it violates spousal privilege as well as his Fifth Amendment right against self-incrimination. After a hearing on the matter, Mr. Gonzalez was ordered by Judge Vizcaino to turn over the documents. Mr. Gonzalez refused to do so and instead appealed the trial court's order of production. The appeal is currently pending in the Third District Court of Appeal.

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To date, no corporate records belonging to Excellent have been turned over to the State of Florida. Mr. Gonzalez's has paid his attorneys with HOA "vendor" funds.

Review of the JP Morgan Chase business account for Excellent indicates that its primary sources of deposit are the HOA, Paymentech (the mechanism used with the HOA American Express cards), and other alleged HOA "vendors" from their own HOA funds. The investigation into these additional "vendors" remains open and ongoing. The HOA checks deposited were drawn on ten (10) separate bank accounts. These funds began April of 2017 and progressively increased each year. Prior to April of 2017, Your Affiant is aware that payments from the HOA to Excellent were made via the HOA American Express credit cards. HOA funds were used to pay those cards. There are records of Paymentech deposits totaling **\$29,890.00** in Excellent's JP Morgan Chase account. Paymentech is a third-party credit card processor that is like Square. Paymentech was used to process the American Express payments that Hammocks paid to Excellent Service which totaled **\$88,196.00** from July 2016 to February 2017. Your Affiant has confirmed that the HOA's Amex card was paid using HOA funds.

In May of 2020, Excellent also received a \$60,000 infusion of money from the United States Treasury as part of the Paycheck Protection Program (PPP) loan. The PPP funds went into Excellent's JPMorgan Chase account. Excellent received another \$16,655.00 in February of 2021, all while regularly receiving massive sums of money as a "vendor" for the HOA. Your Affiant is aware that Ms. Gallego filled out the paperwork to apply and listed herself as the contact for the company.

Your Affiant and the Miami Dade State Attorney's Office financial investigators also reviewed Regions bank business account records belonging to Excellent. The account was opened in November 2017 with a beginning balance of \$0.00. Mr. Gonzalez is the authorized signer on the account and Ms. Gallego was added to the account in August of 2019. Your Affiant and the financial investigators reviewed records from November of 2018 to July of 2021. On the date the bank produced the subpoenaed documents, the ending balance in the Regions business account was \$2.56.




The Regions account was used mainly for cash withdrawals by Ms. Gallego. The account was funded mostly from Mr. Gonzalez's Regions credit line. It also received \$60,000 from Roberto Trueba's entity, Bartolo's Body Shop Corp., in the transaction previously discussed. Additionally,

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the account received a check from Mr. Trueba for \$13,000.00. The Regions account received HOA money in the amount of \$8,821.75. Your Affiant is aware Ms. Gallego withdrew the entirety of the \$60,000.00 from Mr. Trueba.

Review of the deposits in both the JP Morgan Chase and Regions accounts belonging to Excellent showed that between April 2017 to April 2022, Excellent received over 200 checks from the HOA. Ms. Gallego signed thirty-one (31) of these checks to her husband's company as the sole signatory. They total \$207,410.00. They are as follows:

Issue Date/Banks	Amount/# of checks	Check #/Amount	Signatories
9/25/2019 Banco Popular	\$43,340.00 (6)	11 \$9,600.00 12 \$11,390.00 13 \$2,500.00 14 \$1,800.00 15 \$7,250.00 16 \$10,800.00	Gallego
11/21/2019 Popular Community Bank	\$6,650.23	23 \$6,650.23	Gallego
1/3/2020 Popular Community Bank	\$35,540.00 (5)	1 \$9,100.00 2 \$8,940.00 3 \$5,730.00 4 \$7,320.00 5 \$4,450.00	Gallego
2/19/2020 Popular Community Bank	\$24,000 (3)	44 \$7,000.00 45 \$8,000.00 46 \$9,000.00	Gallego
3/19/2020 Popular Community Bank	\$18,000.00	65 \$18,000.00	Gallego
4/13/2020 Popular Community Bank	\$8,300.00	95 \$8,300.00	Gallego
4/21/2020 Popular Community Bank	\$24,000.00 (2)	101 \$16,000.00 102 \$8,000.00	Gallego
5/20/2020 Popular Community Bank	\$5,970.00 (2)	159 \$3,420.00 160 \$2,550.00	Gallego
6/3/2020 Popular Community Bank	\$8,350.00 (3)	184 \$1,420.00 185 \$3,150.00 186 \$3,780.00	Gallego

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6/15/2020	\$12,000.00 (4)	221 \$3,800.00	Gallego
Popular Community Bank		222 \$2,200.00	
		223 \$4,880.00	
		224 \$1,120.00	
6/28/2020	\$21,260.00 (3)	259 \$6,560.00	Gallego
Popular Community Bank		260 \$2,200.00	
		261 \$12,500.00	

In the first six (6) months of 2020, Excellent, a company staffed only by one unlicensed man was issued \$157,420.00, in checks signed by only Ms. Gallego. This does not include checks signed by some other combination of Board members. Excellent was also issued \$125,190 in HOA funds from checks signed by Ms. Gallego and Ms. Rodgers in the same time frame. Excellent was issued \$266,205.00 *in six months* from the HOA.

Unfortunately, Ms. Gallego was not alone in signing checks for huge sums of HOA money to Excellent. Her fellow (and then former) Board members Monica Ghilardi, Myriam Rodgers, and Yoleidis Lopez assisted in the theft by signing numerous checks to Excellent. The number of checks, the timing of them, and the amounts are not indicative of payments for contractual services, such as paying Excellent weekly or monthly pursuant to a contract. Nor are they consistent with per hour payments since Mr. Gonzalez is the sole employee of the company. Additionally, the checks are drawn on different HOA bank accounts with different Board signatories, sometimes on the same day. Based on Your Affiant's review of the yearly HOA Property Expense budgets, as well as the monies paid to other vendors, the expenses to Excellent also do not fit within the budget allotments for either unlicensed electrical work or handyman work. For instance, in 2020, the \$266,205.00 Excellent was issued in just six months far exceeds the amounts set aside to pay for the type of services Excellent allegedly offered. Moreover, in 2020 the HOA had a budget of \$370,000.00 for their entire maintenance employee payroll. It is unclear why one unlicensed person, Ms. Gallego's husband, was paid over 70% of that yearly budget amount in just six months.

Monica Ghilardi:

Ms. Ghilardi has been a Board member since 2016. She was the treasurer of the Association between 2020-2021, secretary between 2018-2019, and director between 2016–2017. In 2021, she



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became president after Ms. Gallego's arrest. Your Affiant is aware Ms. Ghilardi has also been the beneficiary of numerous HOA funds while sitting on the Board. Specifically, Ms. Ghilardi's husband, Dante Chauca, has two businesses that are purported vendors to the HOA: Alibri Consulting, LLC and Daunte Chauca, LLC. **Alibri Consulting LLC has received a total of \$208,391** in HOA money, with approximately \$102,970.90 of this money consisting of checks signed by Ms. Ghilardi alone. **Daunte Chauca LLC has received \$7,291** in HOA money. Mr. Chauca himself has been compensated as an individual by the HOA in the amount of \$15,123. The investigation remains ongoing into those entities and payments.

Your Affiant is aware Ms. Ghilardi signed checks to Excellent as co-signatory with other board members but also as the sole signatory. The pattern of payment to Excellent is unusual. In most cases, it received multiple checks per day, often days apart. Based upon Your Affiant's training and experience, this pattern of payment is inconsistent with paying a vendor biweekly or monthly pursuant to a contract. The pattern is also inconsistent with payments for hourly worked performed, given the huge sums of money and because Mr. Gonzalez has no professional licenses and is the sole employee of Excellent.

Furthermore, Your Affiant could not find anything that could be reasonably viewed as supply purchases related to these payments or applications for permits from the county. The checks signed by Ms. Ghilardi either alone or in combination with Ms. Gallego, Ms. Rodgers, or Ms. Madeleine Maceda, the current treasurer, giving HOA money to **Excellent Services total \$325,713.09** between January 19, 2021 to July 27, 2022. They are as follows:


Issue Date/Banks	Total Amount/# of checks	Check #/Amount	Signatories
1/19/2021 CIT Bank	\$43,864.53 (2)	12745 \$18,000.51	Ghilardi/Gallego
City (Executive) National Bank of Florida		50391 \$25,864.02	
2/9/2021 City (Executive) National Bank of Florida	\$8,821.75 (2)	50396 \$5,041.00 50397 \$3,780.75	Ghilardi/Gallego
2/23/2021 City (Executive) National Bank of Florida	\$22,981.52 (4)	50398 \$5,745.38 50399 \$5,745.38 50400 \$5,745.38 50401 \$5,745.38	Ghilardi/Gallego

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4/2/2021	\$12,850.00 (6)	50426 \$2,251.00	Ghilardi/Gallego
City (Executive) National Bank of Florida		50427 \$1,935.00	
		50428 \$2,350.00	
		50429 \$1,895.00	
		50430 \$2,543.00	
		50431 \$1,876.00	

Your Affiant is aware on April 15, 2021, Ms. Gallego was arrested and removed from the Board as a function of law. At this time, Ms. Ghilardi became President and began signing checks either by herself or with Ms. Rodgers or Ms. Maceda.

Date Issued/Bank	Total Amount/# of checks	Check #/Amounts	Signatories
5/3/2021	\$10,180.85 (4)	50480 \$2,328.80	Ghilardi/Rodgers
City (Executive) National Bank of Florida		50481 \$1,859.82	
		50482 \$2,778.23	
		50483 \$3,214.00	
5/13/2021	\$5,615.31 (3)	15 \$2,089.00	Ghilardi/Rodgers
City (Executive) National Bank of Florida		16 \$1,225.81	
		17 \$2,300.50	
6/23/21	\$6,200.00 (3)	12767 \$1,534.89	Ghilardi/Rodgers
CIT Bank		12769 \$1,786.11	
		12768 \$2,879.00	
7/16/2021	\$5,105.08 (2)	4182 \$3,080.76	Ghilardi
SunTrust		4183 \$2,024.32	
8/4/2021	\$5,798.55(3)	4230 \$1,896.20	Ghilardi
SunTrust		4231 \$2,383.15	
		4232 \$1,519.20	
8/6/2021	\$4,734.67 (2)	12796 \$2,803.21	Ghilardi/Maceda
CIT Bank		12797 \$1,931.46	
9/2/2021	\$10,522.00 (7)	4253 \$1,435.78	Ghilardi
SunTrust		4254 \$1,435.78	
		4255 \$1,490.00	
		4256 \$1,590.25	
		4258 \$1,478.07	
		4259 \$1,590.25	
		4260 \$1,501.87	
9/10/2021	\$8,000.00 (3)	12800 \$2,935.98	Ghilardi/Rodgers
CIT Bank		12801 \$2,501.24	






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		12802 \$2,562.78	
10/1/2021 SunTrust	\$7,714.98 (3)	4278 \$1,569.99 4279 \$2,759.99 4281 \$3,385.00	Ghilardi
10/12/2021 TD Bank	\$3,663.24 (2)	3098 \$1,950.82 3099 \$1,712.42	Ghilardi
10/15/2021 TD Bank	\$9,132.34 (5)	3100 \$4,281.05 3101 \$1,426.23 3102 \$856.23 3103 \$856.23 3104 \$1,712.60	Ghilardi
11/18/2021 SunTrust	\$8,995.17	4292 \$8,995.17	Ghilardi
12/2/2021 SunTrust	\$10,751.09 (2)	4295 \$5,989.52 4294 \$4,761.57	Ghilardi
1/14/2022 TD Bank	\$10,000.00 (2)	3229 \$4,326.00 3230 \$5,674.00	Ghilardi
1/21/2022 TD Bank	\$6,225.75 (2)	3253 \$2,800.50 3254 \$3,425.25	Ghilardi
2/7/2022 TD Bank \$9,600.45	\$9,600.45	3281 \$9,600.45	Ghilardi
2/25/2022 TD Bank	\$5,775.88	3322 \$5,77.88	Ghilardi
3/4/2022 TD Bank	\$21,275.88 (5)	3322 \$5,775.88 3347 \$2,559.95 3348 \$3,748.20 3349 \$5,123.78 3350 \$4,068.07	Ghilardi
3/18/2022 TD Bank	\$13,000.00 (8)	3432 \$1,650.25 3433 \$1,314.56 13434 \$2,010.80 3435 \$1,798.10 3436 \$1,954.36 3437 \$1,721.45 3438 \$1,841.52 3439 \$708.96	Ghilardi

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4/8/2022 TD Bank	\$27,500.00 (8)	3547 \$2,570.00 3548 \$3,588.00 3549 \$3,211.50 3550 \$4,820.00 3551 \$3,622.82 3552 \$3,263.50 3553 \$4,658.25 3554 \$1,765.93	Ghilardi
4/14/2022 TD Bank	\$10,000.00 (5)	3583 \$2,130.26 3584 \$1,890.45 3585 \$3,028.78 3586 \$1,745.63 3587 \$1,204.88	Ghilardi
5/2/2022 TD Bank	\$3,000.00 (2)	3725 \$1,712.34 3724 \$1,287.66	Ghilardi
5/18/2022 TD Bank	\$11,258.00 (4)	3840 \$1,630.89 3839 \$3,165.22 3837 \$3,698.25 3838 \$2,763.64	Ghilardi
7/14/2022 TD Bank	\$ 25,000.00 (10)	4138 \$2,698.50 4140 \$2,894.65 4137 \$1,752.63 4136 \$1,974.74 4135 \$2,189.00 4134 \$3,050.25 4133 \$3,113.00 4132 \$2,732.11 4131 \$2,863.12 4139 \$1,732.00	Ghilardi
7/27/2022 TD Bank	\$3,921.93 (3)	4234 \$1,245.28 4233 \$1,378.33 4232 \$1,298.32	Ghilardi

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Your Affiant's review of Excellent's expenditures related to these checks does not reveal any sizeable expenditures that can be categorized legitimate work expenses. Instead, the money is used for personal items by Ms. Gallego and Mr. Gonzalez.




Yoleidis Lopez:

Yoleidis Lopez began her career on the Board in 2016 as a director. In 2017, she became secretary before becoming treasurer from 2018 to 2020. In 2020, she served again as secretary. In 2021, after Marglli Gallego's April 2021 arrest, she became vice president. She opted not to run in the 2022 election.

Your Affiant is aware Ms. Lopez has also benefited from HOA funds. Her husband, Eduardo Barbon, was also purportedly a vendor for the Hammocks. His company Aya Service and Repair, Corp. received over **\$164,000** between 2017 and 2021, while Ms. Lopez sat on the Board. Ms. Lopez signed several of the checks to her husband's company. The investigation remains ongoing into this entity and payments.

Your Affiant is aware, like Ms. Ghilardi, Ms. Lopez signed numerous checks sending HOA money to Excellent. On each of these checks, her co-signatory was **Ms. Gallego. Ms. Lopez cosigned seven (7) checks to Excellent** for a total of **\$92,400.00** between May of 2017 and April of 2020.

Issue Date/Bank	Amount/#of checks	Check#/Amount	Signatories
5/29/2017 Executive National Bank	\$10,600.00	339 \$10,600.00	Lopez/Gallego
7/21/2017 Executive National Bank	\$10,500.00	447 \$10,500.00	Lopez/Gallego
10/4/2017 Executive National Bank	\$23,000.00	705 \$23,000.00	Lopez/Gallego
11/6/2017 Executive National Bank	\$8,000.00	782 \$8,000.00	Lopez/Gallego
2/21/2018 Executive National Bank	\$22,500.00	886 \$22,500.00	Lopez/Gallego
4/6/2018 Executive National Bank	\$12,000.00	933 \$12,000.00	Lopez/Gallego

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4/13/2020	\$5,800.00	1959 \$5,800.00	Lopez/Gallego
Executive National Bank			


Your Affiant knows the last check, Check 1959 drawn on the HOA Executive National Bank account, is in addition to *another* check signed by **Ms. Gallego** alone from the HOA **Popular Community Bank account for \$8,300**. Excellent received a total \$14,100 on April 13, 2020. Less than a week earlier, it received another \$12,000.

Issue date/Bank	Amount# / of checks	Check# / Amount	Signatories
4/13/2020 Executive National Bank	\$5,800.00	1959 \$5,800.00	Lopez/Gallego
4/13/2020 Popular Bank	\$8,300.00	95 \$8,300.00	Gallego only

Myriam Rodgers:

Myriam Rodgers has been on the Board since 2015, in a variety of roles. Currently, she is a Director. Prior to this position, Myriam Rodgers served as Vice President between 2017-2020 and Secretary between 2015-2016. Your Affiant’s investigation revealed Ms. Rodgers was the co-signatory on ten (10) of the eleven (11) checks to **Nikiti, Mr. Trueba’s** business entity that was used to conceal HOA money to convert it to cash for Ms. Gallego between the check posted dates of **July 17, 2018 through July 5, 2019**.

The checks do not appear to follow a pattern that is consistent with monthly or bi-monthly services. Additionally, they are drawn from multiple banks sometimes written days apart. For example, between July 11 and July 27, 2018, Ms. Rodgers and Ms. Gallego signed three (3) checks totaling \$19,500. They used both a BB&T account as well as a SunTrust account to do so. As previously mentioned, Nikiti performed no services for the HOA and produced no invoices for services. Ms. Rodgers failed to exercise her fiduciary obligation to the Association because she repeatedly authorized payments to Nikiti, a company that provided no invoices and performed no services. The total amount of the checks signed by **Ms. Rodgers and Ms. Gallego to Nikiti is \$73,250**.



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In addition to assisting with Nikiti checks, **Ms. Rodgers** signed numerous checks sending HOA funds to Excellent Services. Between **June of 2018 and December of 2020**, she signed **checks with Ms. Gallego as co-signatory for Excellent totaling \$432,979.80**. Ms. Rodgers routinely signed multiple checks on one day to Excellent, in varying amounts. She also routinely signed checks drawn on different HOA bank accounts to Excellent. For example, on July 3, 2018, she signed four (4) separate checks to Excellent totaling \$5,940.00 utilizing the HOA's BB&T account. A month earlier, she'd signed a check on the HOA's Executive National bank account for \$8,490.00. On October 23, 2018, she again returned to the Executive National account and signed six (6) checks to Excellent on one day for \$25,750.00.

On July 30, 2020, she signed eight (8) checks from the BBT account totaling \$22,205.00. She proceeded to sign nine (9) more checks on August 25, 2020, less than a month later. Those checks totaled \$21,494.00 to Excellent. They are as follows:

Issue Date/Bank	Total Amount/# of checks	Check#/Amount	Signatories
6/1/2018 Executive National Bank	\$8,490.00	1074 \$8,490.00	Rodgers/Gallego
7/3/2018 BB&T Florida	\$5,940.00 (4)	291 \$1,155.00 292 \$1,650.00 293 \$1,335.00 294 \$1,800.00	Rodgers/Gallego
9/26/2018 BB&T Florida	\$7,500.00	340 \$7,500.00	Rodgers/Gallego
10/23/2018 Executive National Bank	\$25,750.00 (6)	1239 \$2,675.00 1240 \$1,950.00 1241 \$3,385.00 1243 \$7,210.00 1244 \$4,560.00 1242 \$5,970.00	Rodgers/Gallego Rodgers/Gallego
12/27/2018 SunTrust	\$6,000.00	3737 \$6,000.00	Rodgers/Gallego
1/12/2019 Executive National Bank	\$19,000.00 (3)	1341 \$5,800.00 1342 \$6,500.00 1343 \$6,700.00	Rodgers/Gallego
2/21/2019 Executive National Bank	\$8,710.00 (2)	1448 \$2,890.00 1449 \$5,820.00	Rodgers/Gallego

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4/4/2019	\$6,800.00	1491	\$6,800.00	Rodgers/Gallego
Executive National Bank				
5/15/2019	\$12,600.00	1538	\$12,600.00	Rodgers/Gallego
Executive National Bank				
5/31/2019	\$12,600.00	1563	\$12,600.00	Rodgers/Gallego
Executive National Bank				
6/26/2019	\$5,100.00	1573	\$5,100.00	Rodgers/Gallego
Executive National				
7/12/2019	\$7,200.00	411	\$7,200.00	Rodgers/Gallego
BB&T Florida				
7/19/2019	\$22,890.00	440	\$22,890.00	Rodgers/Gallego
BB&T Florida				
8/29/2019	\$9,800.00	1661	\$9,800.00	Rodgers/Gallego
Executive National Bank				
9/10/2019	\$6,500.00	6	\$6,500.00	Rodgers/Gallego
BB&T Florida				
10/30/2019	\$37,520.00 (2)	12	\$26,000.00	Rodgers/Gallego
BB&T Florida				
		17	\$11,520.00	
11/21/2019	\$8,200.00	4004	\$8,200.00	Rodgers/Gallego
SunTrust				
12/13/2019	\$13,040.00 (5)	1815	\$2,500.00	Rodgers/Gallego
Executive National Bank				
		1816	\$3,850.00	
		1817	\$3,750.00	
		1818	\$1,660.00	
		1819	\$1,280.00	
12/21/2019	\$7,200.00	1833	\$7,200.00	Rodgers/Gallego
12/30/2019	\$6,900.00	1837	\$6,900.00	Rodgers/Gallego
Executive National Bank				
1/3/2020	\$14,385.00 (5)	21	\$1,950.00	Rodgers/Gallego
BB&T Florida				
		22	\$2,825.00	
		23	\$2,340.00	
		24	\$3,120.00	
		25	\$4,150.00	






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1/10/2020 Executive National Bank	\$10,800.00	1854 \$10,800.00	Rodgers/Gallego
1/17/2020 Executive National Bank	\$42,000.00 (5)	1858 \$12,000.00 1859 \$10,000.00 1860 \$5,800.00 1861 \$8,250.00 1862 \$5,950.00	Rodgers/Gallego
2/28/2020 BB&T Florida	\$21,000.00	48 \$21,000.00	Rodgers/Gallego
3/13/2020 SunTrust	\$8,000.00	4083 \$8,000.00	Rodgers/Gallego
3/31/2020 SunTrust	\$6,800.00	4088 \$6,800.00	Rodgers/Gallego
7/30/2020 BB&T Florida	\$22,205.00 (8)	1 \$2,170.00 2 \$4,120.00 3 \$1,570.00 4 \$1,850.00 5 \$3,385.00 6 \$2,830.00 7 \$3,380.00 8 \$2,900.00	Rodgers/Gallego
8/25/2020 BB&T Florida	\$21,494.00 (9)	15 \$3,100.00 16 \$3,300.00 17 \$2,467.00 18 \$2,138.00 19 \$1,438.00 20 \$2,867.00 21 \$1,982.00 22 \$1,817.00 23 \$2,385.00	Rodgers/Gallego
9/18/2020 Executive National Bank	\$5,700.00 (2)	50258 \$3,420.00 50259 \$2,280.00	Rodgers/Gallego
9/24/2020 BB&T Florida	\$11,955.00 (8)	27 \$695.00 28 \$875.00 29 \$1,530.00 30 \$850.00 31 \$1,396.00 32 \$2,380.00	Rodgers/Gallego

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		33 \$1,642.00	
		34 \$2,587.00	
10/7/2020	\$6,198.00 (2)	50315 \$3,550.00	Rodgers/Gallego
Executive National Bank		50316 \$2,648.00	
10/20/2020	\$13,852.80 (5)	39 \$3,200.00	Rodgers/Gallego
BB&T Florida		40 \$2,537.00	
		41 \$2,920.00	
		42 \$2,603.00	
		43 \$2,592.80	
12/22/2020	\$10,850.00 (4)	12741 \$2,800.00	Rodgers/Gallego
CIT Bank		12742 \$3,623.00	
		112743 \$1,750.00	
		12744 \$2,677.00	
5/3/2021	\$10,180.85 (4)	50480 \$2,328.80	Ghilardi/Rodgers
City (Executive) National Bank of Florida		50481 \$1,859.82	
		50482 \$2,778.23	
		50483 \$3,214.00	
5/13/2021	\$5,615.31 (3)	15 \$2,089.00	Ghilardi/Rodgers
City (Executive) National Bank of Florida		16 \$1,225.81 1	
		17 \$2,300.50 1	
6/23/2021	\$6,200.00 (3)	12767 \$1,534.89	Ghilardi/Rodgers
CIT Bank		12768 \$2,879.00	
		12769 \$1,786.11	
9/10/2021	\$8,000.00 (3)	12800 \$2,935.98	Ghilardi/Rodgers
CIT Bank		12801 \$2,501.24	
		12802 \$2,562.78	

After Ms. Gallego's arrest for stealing from the HOA on April 15, 2021, Ms. Rodgers continued her established pattern of signing multiple checks to Excellent on a single day. Ms. Ghilardi was her co-signatory. **She signed checks with Ms. Ghilardi for Excellent totaling \$29,996.16 between May of 2021 and September of 2021.**

Issue date/bank	Amount/#of checks	Check#	Amount	Signatories
5/3/2021	\$10,180.85 (4)	50480	\$2,328.80	Ghilardi & Rodgers
City (Executive) National Bank of Florida		50481	\$1,859.82	



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		50482	\$2,778.23	
		50483	\$3,214.00	
5/13/2021	\$5,615.31 (3)	15	\$2,089.00	Ghilardi & Rodgers
City National		16	\$1,225.81	
		17	\$2,300.50	
6/23/2021	\$6,200.00 (3)	12767	\$1,534.89	Ghilardi & Rodgers
CIT Bank		12768	\$2,879.00	
		12769	\$1,786.11	
9/10/2021	\$8,000.00 (3)	12800	\$2,935.98	Ghilardi & Rodgers
CIT Bank		12801	\$2,501.24	
		12802	\$2,562.78	

Your Affiant knows from speaking with numerous homeowners within the community that after mid-March 2020, the HOA office was only sporadically open due to the COVID-19 pandemic. Nevertheless, Excellent continued to make vast sums of money from the HOA, which could not have occurred without the signatures of Ms. Ghilardi, Ms. Rodgers, and Ms. Lopez.

Excellent's Expenditures

Between early 2017 and the date of this affidavit, most of the withdrawals in the business accounts of Excellent appear to be personal in nature. Analysis revealed the HOA's funds provided to Excellent were spent on credit card bills, payments to the US Treasury, groceries, airline tickets, and items related to home improvement. On March 6, 2017, Aya Service and Repair, Ms. Lopez's husband's company, received \$8,000.00 from Excellent in a check signed by Ms. Gallego. On November 25, 2017 \$2,000.00 was wired to Colombia for a mortgage payment. In 2018, Mr. Gonzalez purchased a property in his name alone in South Miami Dade partially using funds directly from the HOA. Excellent also made double-digit payments to companies affiliated with other HOA vendors and owned by the same individuals. Excellent contributed to the political campaign of a vendors' son, bought multiple sets of airline tickets, made mortgage payments for the South Dade property, paid attorney's fees, and purchased fast food. There were also passport

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renewal fees, school uniform purchases, medical expenses, gas, veterinary services, and charges from AirBnB. This is not an exhaustive list.

Analysis revealed cash withdrawals from the JP Morgan Chase account totaled \$206,642.00. Mr. Gonzalez received \$207,000.00 in the form of paychecks written and signed by Ms. Gallego between January of 2017 and August of 2021.

Your Affiant could not locate expenditures in the JP Morgan Chase account, credit card records or Regions accounts that corresponded to the amount of money it received as a “vendor” from the HOA. Most of the expenses do not appear to be related to electrical work, albeit unlicensed, or handyman work. Expenditures for items that could potentially be attributable to legitimate work performed, such as Home Depot, Lowes, electronic surveillance equipment, flooring, are significantly less than the amount to the amount of money funneled from the HOA to Excellent. Since his wife’s arrest in 2021, the *sole* source of deposit for Excellent services has been the HOA. Excellent has no other clients.

Your Affiant reviewed approximately twenty-eight (28) invoices purportedly belonging to Excellent. They were provided by a homeowner, who obtained them during a request for records. Your Affiant has reviewed the invoices, which range from early 2017 to September 2019, allegedly from Excellent for services provided to the HOA. Each invoice is simply a total amount with a general description of the work allegedly provided. Each invoice is signed by Ms. Gallego and Mr. Carlos Gil, her relative and HOA office employee. The invoices do not contain breakdowns of hours worked, cost of materials, manpower, permitting fees, etc. With such a lack of detail, scrutiny of the payments to Excellent is difficult and perhaps even impossible. Again, Florida Statute 720.303 *requires* the Board to keep accurate, itemized, and detailed records of all receipts and expenditures. From these invoices, there is no possible way that a Board member could responsibly authorize payment of HOA funds. Your Affiant is aware that it was well-known to Ms. Ghilardi, Ms. Rodgers, and Ms. Lopez that Excellent was the business belonging to Ms. Gallego’s husband. At all times, Excellent has been an unlicensed single-man business.

Your Affiant’s review of the purchases, both directly from Excellent’s bank accounts, and on its credit cards reveal there are no payments to contractors or other employees, no permitting fees,

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and no county application fees. While it appears Mr. Gonzalez goes to Home Depot on a regular basis, the amounts spent are not consistent with large scale jobs costing thousands of dollars.


In one example, Excellent received over \$20,000.00 of HOA funds in the summer of 2017 for “the demolition and restoration” of a restroom facility according to the invoices. Your Affiant is aware that such a project would require a general contractor, a plumber, numerous permits, and inspections, as well as someone to replace the tiling and build stalls. None of these expenditures appear in Excellent’s banking records or credit card charges. In another example, two invoices with duplicative invoice numbers charged for and received money for the same job, on the same day, in different amounts. Again, the invoices were signed for approval by Ms. Gallego and Mr. Gil.

Florida Statute 433 requires employers to accurately report quarterly employee wages for each employee. Despite taking in over a million dollars between 2016 and 2022, Excellent has only ever reported one employee, Jose Gonzalez. Moreover, it failed to report *any* wage earnings for Mr. Gonzalez for the years 2018, 2019, and 2020 despite receiving hundreds of thousands of dollars from the HOA. Your Affiant’s review of records obtained from the Florida Department of Revenue show that Excellent’s wages and earnings report for the first quarter of 2022 reported \$0.00 of employee income even though Excellent received over \$97,000.00 between January 1, 2022 and April 25, 2022.

Cima Solutions:

According to the Florida Department of State Division of Corporations, Cima Solutions Inc. was filed as a Florida Profit Corporation in January of 2015. Mr. Gonzalez is listed as president and registered agent. Your Affiant reviewed records from one (1) bank account located at Regions Bank. The account was opened in December of 2019 with zero balance. Initial funding came from Excellent Services & Work LLC (Excellent Services) Regions# account for \$2,000, which originated in a payment to Excellent from the HOA.

Cima’s account was closed June 21, 2021 with zero balance. The authorized signers were Mr. Gonzalez and Ms. Gallego. The account’s only source of deposit money came from the HOA. It received **\$26,563.13** from the HOA’s BB&T and City (Executive) National accounts. On

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December 9, 2020, Ms. Gallego and Ms. Ghilardi signed seven (7) separate checks in one day to Cima. They are as follows:

Issue Date/Banks	Total Amount/# of checks	Check #/Amount	Signatories
12/9/2020	\$13,090.00 (7)	54 \$2,850.00	Ghilardi/Gallego
BB&T Florida		56 \$2,100.00	
		57 \$1,500.00	
		58 \$2,130.00	
		59 \$3,060.00	
		60 \$800.00	
		61 \$650.00	




These funds were deposited into Cima's bank account on December 31st, 2020. On January 8, 2021, less than a month later, they again signed multiple checks to Cima as follows:

1/8/2021	\$13,473.13 (8)	50382 \$813.62	Ghilardi/Gallego
City (Executive) National Bank of FL		50383 \$381.32	
		50384 \$1,071.21	
		50385 \$3,117.00	
		150386 \$1,431.31	
		50388 \$917.30	
		150389 \$1,902.19	
		50390 \$2,026.18	

The funds were deposited on January 15th, 2021. The account was used for personal expenses such as online retail purchases, restaurant purchases, home improvement, gasoline, monthly fees, credit card purchases, and a bail bond payment made five (5) days after Gallego was arrested. No other employees were paid from its bank account.

New account for Cima recently opened on July 25, 2022. Account had a zero beginning balance and an ending balance of \$22,985.00 as of August 31, 2022. Additional checks from the HOA were found totaling \$23,000.00 as listed below:

Issue date/bank	Total Amount# / of checks	Check# / Amount	Signatory
5/5/2022	\$23,000.00 (7)	3765 \$3,245.87	Ghilardi
TD Bank		3766 \$3,678.63	
		3767 \$4,036.12	
		3769 \$3,910.00	

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3768 \$2,872.96
3771 \$2,766.87
3770 \$2,489.55

Based on the forgoing, Your Affiant respectfully requests an arrest warrant be issued as follows:


Racketeering:

Your Affiant request **one (1) count of Racketeering for Marglli Gallego, Jose Antonio Gonzalez, Myriam Rodgers, and Monica Ghilardi** in violation of Fla. Stat. §895.03, a first-degree felony. At all times, the Hammocks Community Association, Inc. existed as an association in fact as well as a legal entity in the State of Florida, thus meeting the definition of an “Enterprise” within the meaning of Fla. Stat §895.03(3).

The pattern of racketeering activity as defined by Fla. Stat. §895.02(1) and §895.02(4) through which Gallego, Gonzalez, Rodgers, Ghilardi and any potential uncharged co-conspirators conducted and participated in the affairs of the Enterprise, either directly or as principles, consisted of multiple incidents of money laundering and/or theft in violation of Fla. Stat. §§896.101(3) and §812.014(2)(a)1.

These incidents of racketeering conduct had the same or similar intents, results, accomplices, methods of commission, or were otherwise interrelated and were not isolated incidents. Specifically, Gallego, Gonzalez, Rodgers, Ghilardi were at all relevant times participants in the affairs of the HOA, either as Board members or as purported vendors. They all participated in numerous instances of racketeering activity including thefts designed to obtain HOA money for Ms. Gallego and Mr. Gonzalez. Ms. Gallego, Ms. Rodgers, Ms. Ghilardi did so in violation of their fiduciary obligations to the homeowners of the community, while fighting to maintain their own *volunteer* positions on the Board and voting to keep access and control over the HOA funds and the Hammock’s financial records through costly litigation. Altogether, the separate thefts constituting the racketeering conduct outlined in this affidavit have cost the Hammocks almost 2.4 million dollars in losses.

In addition, Ms. Gallego and Mr. Gonzalez both engaged in additional acts of racketeering activity by laundering the proceeds of their theft. They repeatedly concealed the true source of the stolen money by disguising it as profit from one of Mr. Gonzalez’s entities. They also enlisted Mr.

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Trueba and other potential uncharged codefendants by running it through other business entities so that it appeared as though they received the money from those business entities rather than the HOA.

Finally, Ms. Gallego also fabricated physical evidence by creating false invoices for Mr. Trueba to present to law enforcement. This is an additional instance of racketeering activity designed to obstruct the investigation into both herself and the HOA's financial irregularities.


Organized Scheme to Defraud:

Your Affiant requests **two (2) counts of Organized Scheme to Defraud for Marglli Gallego** as follows:

1. Marglli Gallego between July 7 and September 19, 2019 did unlawfully and feloniously engage in a scheme to defraud as defined by s. 817.034(3)(d), Fla. Stat., by engaging in a systematic, ongoing course of conduct with intent to defraud one or more persons and/or obtain property from one or more persons to wit: U.S. coin or currency by false or fraudulent pretenses, representations, or promises or willful misrepresentations of a future act, and did thereby obtain property, to wit: U.S. coin or currency, of an aggregate value of fifty thousand dollars (\$50,000.00) or more, the property of Hammocks Community Association, Inc., as owner or custodian, in violation of Florida Statutes 817.034(4)(a)1 and 777.011, a first-degree felony. This is for the cash-back scheme disguising Nikiti vendor payments, utilizing HIOA funds, between July 7, 2018 and September 19, 2019, a first-degree felony.
2. Marglli Gallego between June 5, 2019 and July 23, 2019 did unlawfully and feloniously engage in a scheme to defraud as defined by s. 817.034(3)(d), Fla. Stat., by engaging in a systematic, ongoing course of conduct with intent to defraud one or more persons and/or obtain property from one or more persons to wit: U.S. coin or currency by false or fraudulent pretenses, representations, or promises or willful misrepresentations of a future act, and did thereby obtain property, to wit: U.S. coin or currency, of an aggregate value of less than twenty thousand dollars (\$20,000.00), the property of Hammocks Community Association, Inc., as owner or custodian, in violation of Florida Statutes 817.034(4)(a)(3) and 777.011, a third degree felony. This is for the Colombian wire transfer scheme, utilizing HOA funds, between June 5, 2019 and July 23, 2019.

Money Laundering:

Your Affiant requests **seven (7) counts of money laundering for Marglli Gallego**, one (1) count of money laundering in the second degree and six (6) counts of money laundering in the third in violation of Florida Statutes 896.101(3)A and 777.011 as follows:


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1. Marglli Gallego: Two (2) counts of money laundering for in the third-degree in violation of Florida Statute 896.101(3)(A) and 777.011 for use of HOA funds disguised as vendor payments to pay Mr. Trueba's attorney on or about March 19th, 2020 (\$5,000) and on or about October 20, 2020 (\$3,000).
2. Marglli Gallego: one (1) count of money laundering in the third-degree third degree in violation of Florida Statute 896.101(3)(A) and 777.011 for the wire transfer to Colombia on or about June 5, 2019 in the amount of \$4,995.00.
3. Marglli Gallego: one (1) count of money laundering in the third-degree in violation of Florida Statute 896.101(3)(A) and 777.011 for the wire transfer to Colombia on or about July 9, 2019 in the amount of \$4,995.00.
4. Marglli Gallego: one (1) count of money laundering in the third-degree in violation of Florida Statute 896.101(3)(A) and 777.011 for the wire transfer to Colombia on or about July 23, 2019 in the amount of \$9,955.00.
5. Marglli Gallego: (1) count of money laundering in the second-degree in violation of Florida Statute 896.101(3)(A) and 777.011 for the financial transactions at her direction between Roberto Trueba to Excellent Services and Work LLC on or about September 17, 2019 in the amount of \$60,000, disguising HOA funds as Bartolo's vendor payments.
6. Marglli Gallego: one (1) count of money laundering in the third-degree for each in violation of Florida Statute 896.101(3)(A) and 777.011 for use of HOA funds disguised as Cima revenue to pay Ms. Gallego's bail bondsman on or about April 20, 2021.

Your Affiant requests **two (2) counts of money laundering against Jose Antonio**

Gonzalez as follows:

1. Jose Antonio Gonzalez: one (1) count of money laundering in the third-degree for each in violation of Florida Statute 896.101(3)(A) and 777.011 for use of HOA funds disguised as Cima revenue to pay Ms. Gallego's bail bondsman on or about April 20, 2021.
2. Jose Antonio Gonzalez: one (1) count of money laundering in the first-degree in violation of Florida Statute 896.101(3)(A) and 777.011 for the purchase of a residential property in March of 2018 using HOA funds disguised as vendor payment and/or paychecks to Excellent.


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Grand Theft:

Your Affiant requests **three (3) counts of Grand Theft in the First-Degree, two (2) counts of Grand Theft in the Second-Degree, and two (2) counts of Grand Theft in the Third-Degree for Marglli Gallego**, for a total of seven (7) counts of grand theft.

Your Affiant requests **two (2) counts of Grand Theft in the First-Degree, two (2) counts of Grand Theft in the Second-Degree, and two (2) counts of Grand Theft in the Third-Degree for Monica Ghilardi**, for a total of (6) counts of grand theft.


Your Affiant requests **one (1) count of Grand Theft in the First-Degree and two (2) counts of Grand Theft in the Second-Degree, and two (2) counts of Grand Theft in the Third-Degree for Myriam Rodgers**, for a total of three (3) counts of Grand Theft.

Your Affiant requests **one (1) count of Grand Theft in the Second-Degree for Yoleidis Lopez**.

Your Affiant requests **one (1) count of Grand Theft in the First-Degree for Jose Antonio Gonzalez**.

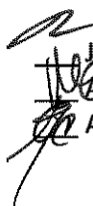
The counts are as follows:

1. Marglli Gallego on or about September 17, 2019, did knowingly, unlawfully and feloniously obtain or use or did endeavor to obtain or use U.S. coin or currency, valued at twenty thousand (\$20,000) or more but less than one hundred thousand (\$100,000), the property of the Hammocks Community Association, Inc., as owner or custodian, with the intent to either temporarily or permanently deprive said owner or custodian of a right to the property or a benefit therefrom, or appropriate the property to said defendant's own use or to the use of a person not entitled thereto, and the takings were committed pursuant to one scheme or course of conduct in violation in violation of Florida Statute 812.014(2)(B) and 777.011, a felony in the first- degree. This is for the theft of \$60,000 of HOA funds to Bartolo's on September 17, 2019 for services it did not perform.
2. Marglli Gallego, between September 29, 2019 and June 28, 2020 did knowingly, unlawfully and feloniously obtain or use or did endeavor to obtain or use U.S. coin or currency, valued at one hundred thousand dollars (\$100,000.00) or more, the property of the Hammocks Community Association, Inc as owner or custodian, with the intent to either temporarily or permanently deprive said owner or custodian of a right to the property or a benefit therefrom, or appropriate the property to said defendant's own

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use or to the use of a person not entitled thereto, and the takings were committed pursuant to one scheme or course of conduct in violation of Florida Statute 812.014(2)(A) and 777.011, a felony in the first-degree. This is for the checks written by Gallego alone to Excellent during this period.

3. Marglli Gallego and Myriam Rodgers, between July 7, 2018 and September 19, 2019 did knowingly, unlawfully and feloniously obtain or use or did endeavor to obtain or use U.S. coin or currency, valued at one hundred thousand dollars (\$100,000.00) or more, the property of the Hammocks Community Association, Inc as owner or custodian, with the intent to either temporarily or permanently deprive said owner or custodian of a right to the property or a benefit therefrom, or appropriate the property to said defendant's own use or to the use of a person not entitled thereto, and the takings were committed pursuant to one scheme or course of conduct in violation of Florida Statute 812.014(2)(A) and 777.011, a felony in the first-degree. This is for the theft of HOA funds utilizing Nikiti.
4. Marglli Gallego and Yoleidis Lopez, between May 29, 2017 through April 13, 2020, did knowingly, unlawfully and feloniously obtain or use or did endeavor to obtain or use U.S. coin or currency, valued at more than twenty thousand dollars (\$20,000.00) but less than one hundred thousand dollars (\$100,000.00) or more, the property of the Hammocks Community Association, Inc as owner or custodian, with the intent to either temporarily or permanently deprive said owner or custodian of a right to the property or a benefit therefrom, or appropriate the property to said defendant's own use or to the use of a person not entitled thereto, and the takings were committed pursuant to one scheme or course of conduct in violation of Florida Statute 812.014(2)(B)(1) and 777.011, a felony in the second-degree. This is for the theft of HOA funds as vendor payments to Excellent signed by Ms. Lopez and Ms. Gallego between May 29, 2017 through April 13, 2020.
5. Marglli Gallego and Monica Ghilardi on or about December 9, 2020, did knowingly, unlawfully and feloniously obtain or use or did endeavor to obtain or use U.S. coin or currency, valued at ten thousand dollars or more but less than \$20,000, the property of the Hammocks Community Association, Inc., as owner or custodian, with the intent to either temporarily or permanently deprive said owner or custodian of a right to the property or or a benefit therefrom, or appropriate the property to said defendant's own use or to the use of a person not entitled thereto, and the takings were committed pursuant to one scheme or course of conduct in violation in violation of Florida Statute 812.014(2)(C) and 777.011, a felony in third-degree. This is for the theft of HOA funds as vendor payments to Cima on December 9, 2020.
6. Marglli Gallego and Monica Ghilardi on or about January 8, 2021, did knowingly, unlawfully and feloniously obtain or use or did endeavor to obtain or use U.S. coin or currency, valued at ten thousand dollars or more but less than \$20,000, the property of the Hammocks Community Association, Inc., as owner or custodian, with the intent to either temporarily or permanently deprive said owner or custodian of a right to the property or or a benefit therefrom, or appropriate the property to said defendant's own use or to the


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use of a person not entitled thereto, and the takings were committed pursuant to one scheme or course of conduct in violation in violation of Florida Statute 812.014(2)(C) and 777.011, a felony in the third-degree. This is for the theft of HOA funds as vendor payments to Cima on January 8, 2021.

7. Marglli Gallego and Monica Ghilardi, between January 1, 2021 and April 2, 2021 did knowingly, unlawfully and feloniously obtain or use or did endeavor to obtain or use U.S. coin or currency, valued at one hundred thousand dollars (\$100,000.00) or more, the property of the Hammocks Community Association, Inc as owner or custodian, with the intent to either temporarily or permanently deprive said owner or custodian of a right to the property or a benefit therefrom, or appropriate the property to said defendant's own use or to the use of a person not entitled thereto, and the takings were committed pursuant to one scheme or course of conduct in violation of Florida Statute 812.014(2)(A) and 777.011, a felony in the first-degree. This is for the checks signed by both women between January 1, 2021 and April 2, 2021 to Excellent Services.
8. Monica Ghilardi and Myriam Rodgers between May 3, 2021 through June 23, 2021, did knowingly, unlawfully and feloniously obtain or use or did endeavor to obtain or use U.S. coin or currency, valued at more than twenty thousand dollars (\$20,000.00) but less than one hundred thousand dollars (\$100,000.00) or more, the property of the Hammocks Community Association, Inc as owner or custodian, with the intent to either temporarily or permanently deprive said owner or custodian of a right to the property or a benefit therefrom, or appropriate the property to said defendant's own use or to the use of a person not entitled thereto, and the takings were committed pursuant to one scheme or course of conduct in violation of Florida Statute 812.014(2)(B)(1) and 777.011, a felony in the second-degree. This is for the theft of HOA funds as vendor payments to Excellent signed by Ms. Ghilardi and Ms. Rodgers between May 29, 2017 through April 13, 2020.
9. Monica Ghilardi and Myriam Rodgers on or about September 9, 2021, did knowingly, unlawfully and feloniously obtain or use or did endeavor to obtain or use U.S. coin or currency, valued at ten thousand dollars or more but less than \$20,000, the property of the Hammocks Community Association, Inc., as owner or custodian, with the intent to either temporarily or permanently deprive said owner or custodian of a right to the property or or a benefit therefrom, or appropriate the property to said defendant's own use or to the use of a person not entitled thereto, and the takings were committed pursuant to one scheme or course of conduct in violation in violation of Florida Statute 812.014(2)(C) and 777.011, a felony in the third-degree. This is for the theft of HOA funds as vendor payments to Excellent signed by both women on September 9, 2021.
10. Monica Ghilardi, between July 16, 2021 and April 25, 2022 did knowingly, unlawfully and feloniously obtain or use or did endeavor to obtain or use U.S. coin or currency, valued at one hundred thousand dollars (\$100,000.00) or more, the property of the Hammocks Community Association, Inc as owner or custodian, with the intent to either temporarily or permanently deprive said owner or custodian of a right to the property or a


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benefit therefrom, or appropriate the property to said defendant's own use or to the use of a person not entitled thereto, and the takings were committed pursuant to one scheme or course of conduct in violation of Florida Statute 812.014(2)(A) and 777.011, a felony in the first-degree. This is for the checks signed by Ghilardi alone July 16, 2021 and April 25, 2022 to Excellent Services.


11. Jose Antonio Gonzalez between July 2016 and April 25, 2022 did knowingly, unlawfully and feloniously obtain or use or did endeavor to obtain or use U.S. coin or currency, valued at one hundred thousand dollars (\$100,000.00) or more, the property of the Hammocks Community Association, Inc as owner or custodian, with the intent to either temporarily or permanently deprive said owner or custodian of a right to the property or a benefit therefrom, or appropriate the property to said defendant's own use or to the use of a person not entitled thereto, and the takings were committed pursuant to one scheme or course of conduct in violation of Florida Statute 812.014(2)(A) and 777.011, a felony in the first-degree. This is for the HOA funds received by Excellent and spent by Mr. Gonzalez, as a vendor for the HOA.

Fabricating Physical Evidence

Your Affiant requests **one (1) count of Fabricating Physical Evidence for Marglli Gallego** as follows:




1. Marglli Gallego, on or about October 20, 2020, did unlawfully and feloniously, knowing that a criminal trial or proceeding or an investigation by a duly constituted prosecuting authority, law enforcement agency, grand jury or legislative committee of this state is pending or is about to be instituted, make, present, or use a record, document and/or thing, knowing it to be false, to wit: invoices in violation of s. 918.13(1)(b), Fla. Stat. and 777.011, a third-degree felony.

FURTHER AFFIANT SAYETH NAUGHT





EMILIANO TAMAYO I.D.
Chief of Investigations
Miami Dade State Attorney's Office

SWORN TO AND SUBSCRIBED ON THIS 9 DAY OF ^{November} ~~OCTOBER~~ 2022.


HON. RICHARD HERSCH

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Circuit Court Judge
Eleventh Judicial Circuit of Florida

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