

**AFFIDAVIT IN SUPPORT OF ARREST WARRANTS**  
**JESUS FRANCISCO PONS, DIANA D. PONS, AND BRUNO DIAZ**

Your Affiant, Detective Luis Rodriguez is a sworn Deputy Sheriff of the Miami-Dade Police Department, located in and for Miami-Dade County, Florida. Your Affiant has been a police officer with Miami-Dade Police Department for the past twenty-nine (29) years. Your Affiant is currently a detective assigned to the Public Corruption Investigations Bureau of the Miami-Dade Police Department and has served in that capacity for ten (10) years. The Public Corruption Investigations Bureau (hereinafter PCIB) is the entity within the Miami-Dade Police Department charged with the responsibility of investigating wrongdoing by elected officials and employees of governmental entities and their subdivisions.

**OVERVIEW**

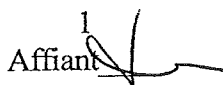
Your Affiant, along with other sworn Miami-Dade Law Enforcement Officers, a Miami-Dade Police PFI, and the State Attorney's Office, has been conducting an investigation into the alleged criminal activities of Data Industries, Ltd., Paradyne Consulting Services, Inc., Paul Raifaizen, Jesus Francisco "Jay" Pons, Diana D. Pons, and Bruno Diaz. More specifically, Jesus Francisco "Jay" Pons, (hereinafter Defendant Pons), is a former employee of Miami-Dade County's General Services Administration (hereinafter GSA), now known as Miami-Dade County's Internal Services Department (hereinafter ISD); Your Affiant has focused this investigation on allegations of Racketeer Influenced and Corrupt Organization Act (hereinafter RICO), Conspiracy to Commit RICO, Bribery, Bid Tampering, Official Misconduct, Unlawful Compensation, Extortion, Fraud, Money Laundering, Organized Scheme to Defraud and Grand Theft, which is alleged to have occurred in one or more contracts overseen by Defendant Pons for ISD.

Throughout the course of this investigation, Your Affiant has reviewed dozens of bank records and conducted numerous interviews; conferred with Miami-Dade Police Department PFI Margaret Rivas-Amaya, (hereinafter PFI Rivas-Amaya), Miami-Dade

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Police Sergeant Marisol A. Garbutt, Miami-Dade Commission on Ethics Investigator Breno Penichet. Your Affiant believes probable cause exists to arrest Defendant Pons, Diana Pons, (hereinafter Defendant Diana), and Bruno Diaz, (hereinafter Defendant Diaz) for RICO in violation of Florida Statute 895.03, and Conspiracy to Commit RICO, in violation of Florida Statute 895.03(4). Your Affiant believes there is sufficient probable cause to arrest Defendant Pons for Bribery, in violation of Florida Statute 838.015; Money Laundering, in violation of Florida State Statute 896.101; Bid Tampering, in violation of Florida State Statute 838.22; and Extortion, in violation of Florida State Statute 836.05. Your Affiant believes there is sufficient probable cause to arrest Defendant Pons and Defendant Diaz for Official Misconduct, in violation of Florida State Statute 838.022; Unlawful Compensation or Reward for Official Behavior, in violation of 838.016; and Organized Scheme to Defraud, in violation of Florida State Statute 817.034.

#### **BRIEF SUMMARY OF THE ENTITIES INVOLVED**

##### **Data Industries, LTD**

Data Industries, Ltd., (hereinafter, DI) is a for profit entity, which formed on July 28, 1980 in New York, New York. The Founder and President of DI is Charles Duval; Co-founder and Executive Vice President is Paul Raifaizen, and Paul Rubin was listed as the company's Executive Vice President. The company was located on 100 Wall Street, New York, New York, but maintained a regional office in Miami, Florida. In 2009, DI added Tariq Abdullah and Nasir Mogul as Officers. DI's main function is to provide Information Technology (IT) services to public and private sector entities in New York, New Jersey, and Florida. DI also provided approximately 400 consultants throughout various organizations, which included, Disney, NBC, and the United States Postal Service. In the 1990's, DI began contracting work with Miami-Dade County (hereinafter, MDC). Between 2002 and 2011, DI collected approximately sixteen (16) million dollars as an MDC vendor.


##### **Paradyne Consulting Services, Inc.**

On August 18, 2010, Mr. Raifaizen became the registered agent for Paradyne Consulting

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Services, Inc., (hereinafter PCS). In early 2011, PCS replaced DI as the provider of IT services to GSA. Mr. Raifaizen was the only corporate officer listed for PCS. PCS was a registered MDC vendor, but was not a registered State of Florida vendor. Mr. Raifaizen utilized PCS for MDC funded contracts but was unable to utilize PCS for State funded IT contracts.

### **General Service Administration, Miami-Dade County**

MDC's GSA, now known as ISD, manages and supports the basic infrastructure of certain Departments within MDC. GSA, manages and maintains in excess of thirteen-hundred (1,300) active contracts valued at 4.9 billion dollars. Prior to items being purchased by individual departments within MDC, GSA would have to approve the item. All IT related programs GSA divisions sought to purchase or implement would first need to receive the approval of Defendant Pons prior to its purchase or implementation. Defendant Pons was the Computer Services Manager at the Management Information Systems (hereinafter MIS) within GSA. Defendant Pons was employed by MDC from March of 1993 until March of 2012. His supervisor was Clayton Baptiste. During the course of Defendant Pons' tenure at GSA, Defendant Pons was responsible for managing and allocating resources to the Electronic Adjudication Maintenance Services (hereinafter EAMS) project. In addition, Defendant Pons managed the Elevator Tracking System, Drawbase, Risk Management Systems, Fleet Management Systems, Accounting and Reporting Systems, Work Order Processing Systems, Auction and Reverse Auction Systems, Real Estate, and Security Systems. Defendant Pons was responsible for the day-to-day supervision and management of tasks performed by the county vendors, including employee/consultants of DI and PCS. More specifically, as part of his duties, Defendant Pons administered time sheets and the submission of Miami-Dade County vendor employee/consultant invoices for payment to MDC. At one point, Defendant Pons hired an extra "layer" between himself and the timesheets and that person was Defendant Diaz. Defendant Diaz' title was Senior Systems Analyst/ Programmer however, he was responsible for collecting the timesheets and submitting the timesheets to Defendant Pons for approval.

### **Merchantile Consulting Services, LLC**

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In addition to his full-time responsibilities as a Miami-Dade County employee, Defendant Pons formed Merchantile Consulting Services, LLC, a Delaware Corporation (hereinafter, MCS), a for-profit entity incorporated in the State of Delaware on March 30, 2011. According to Mr. Raifaizen, Defendant Pons discussed with him the possibility of setting up a shell company. MCS was solely created for the purpose of receiving illicit funds from Mr. Raifaizen via Mr. Raifaizen's companies. Defendant Pons was terminated from GSA on March 6, 2012. Following his termination from GSA, Defendant Pons filed a Certificate of Cancellation for MCS.

### INVESTIGATION

On December 20, 2011, Your Affiant obtained a sworn statement from Anthony 'Tony' Mei. In 2005, Mr. Mei was hired by DI and was assigned to work on projects associated with IT. At the time, Mr. Mei conducted business analysis at the company's main office in New York City. Mr. Mei's tasks consisted of performing business analysis of the facilities managed by GSA. In 2006, Mr. Raifaizen informed Mr. Mei that DI was about to implement an asset management program for MDC. The asset management program was known as "Datastream," and was to be utilized as the countywide asset management program. Mr. Raifaizen assigned Mr. Mei to manage the project for DI. In March of 2006, INFOR acquired "Datastream" and the MDC project became known as INFOR.

The county intended to utilize INFOR to manage five to six thousand MDC owned building facilities. According to Mr. Mei, INFOR was first utilized at the Seaport, Fire, Transit and Water and Sewer Departments prior to it being implemented countywide by GSA. Mr. Mei explained that MDC allocated monies to each MDC Department to implement INFOR. Although INFOR is a vendor, and as such it bid on the GSA contract, DI managed to outbid the INFOR vendor for the right to implement the software at GSA. Mr. Mei explained that INFOR is a fixed asset management solution that keeps track of work, and monies spent on equipment. Mr. Mei's task consisted of configuring the INFOR program for GSA Administrative Facilities and Utilities Management Division (hereinafter FUMD) and Design and Construction Services (hereinafter DCS). Both projects operated

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under separate Requests for Proposal (hereinafter RFP). An RFP is an invitation to bid on a proposed project. Vendors submit proposals regarding upcoming projects. Any vendor approved by MDC is allowed to submit an RFP. Once the vendor is approved, they may be eligible to enter into a competitive pool. Once inside the competitive pool, Departments within MDC are then able to select from vendors within the competitive pool.

Mr. Mei arrived in Miami towards the end of 2006. Originally, he worked on a part-time basis and would travel back to New York every Friday and arrive in Miami, every Monday. According to Mr. Mei, DI agreed to pay for his transportation to and from Miami and his housing while he was in Miami. Mr. Mei's salary was \$100.00 an hour. At the time Mr. Mei began working on the INFOR project, Ron Darling was also assigned to the project. Ron Darling was contracted by Data Industries prior to Mr. Mei. Shortly after Mr. Mei's arrival, Mr. Darling was fired and Mr. Mei assumed Mr. Darling's responsibilities. As such, Mei's hourly rate rose to \$125.00 an hour. Mr. Mei informed Your Affiant that the project grew and two additional persons were added to the team and those persons were Zsuzsanna Mate and Zolt Toich. Mr. Mei, Ms. Mate and Mr. Toich all worked out of the Stephen P. Clark Center on the 24<sup>th</sup> floor, under the direction of GSA but within the MIS section. At the time Mr. Mei was employed, Wendi Norris was the Director of GSA. The department's two division directors were Jerry Hall at FUMD and Jose Perez at DCS. The department's administrative division was headed by Clayton Baptiste, and the MIS section was supervised by Baptiste's subordinate referenced here as Defendant Pons.

According to Mr. Mei, though the actual clients at GSA were the FUMD and DCS sections, all of the work performed by DI, which included the software and hardware development, was conducted through and supervised by Defendant Pons. While Mr. Mei was in charge of implementing the project, Defendant Pons was responsible for ensuring the project tasks were being performed on a timely basis to avoid additional costs having to be paid by MDC to the vendor. Shortly after Mr. Mei was placed on the 24<sup>th</sup> floor, Defendant Pons hired Defendant Diaz to be MDC's project manager. Defendant Diaz attended all planning meetings Mr. Mei had with representatives from FUMD and DCS, but did not speak in the meetings. Defendant Diaz was also responsible for collecting all timesheets completed by

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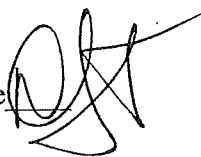
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DI employees/contractors and turning in said timesheets to Defendant Pons. According to Mr. Mei, he assumed everyone, gave their timesheets to Defendant Diaz.


In 2009, while residing in the DI condo Mr. Mei discovered a flash drive, which he believed belonged to Mr. Raifaizen's then fiancée, now wife, Erika Nagy. Ms. Nagy was visiting Miami from New York and lived with Mr. Mei and Ms. Mate in the DI condo. When Mr. Raifaizen was in Miami, he too would stay at the condo located in the One Miami Building. Mr. Mei told Your Affiant that he inspected the flash-drive and located files, which appeared to be first drafts made out to the county for services allegedly performed by individuals who did not work on the GSA project. Mr. Mei said he saw timesheets for "Erika Nagy," and he knew Ms. Nagy never worked on the GSA project. Mr. Mei further stated that he never questioned anyone about the flash drive.

According to Mr. Mei, a series of setbacks and change orders occurred on the GSA project and, at one point, DI was six months behind schedule. During that time, Mr. Mei attended a meeting with Mr. Baptiste, Mr. Raifaizen and Defendant Pons. After the meeting, Defendant Pons directed Mr. Mei to prepare overtime invoices for payment from MDC. Mr. Mei questioned the directive because he was aware MDC's contract with DI did not allow for overtime. Mr. Mei was further confused because Defendant Pons told him the directive came from Mr. Baptiste, during the meeting they had just left. Mr. Mei has told Your Affiant, that Defendant Pons was aggressive and said, "you don't want me to go back and ask Clayton what he just said, do you?" According to Mr. Mei, he did not want to be embarrassed so he prepared a spreadsheet, which listed every DI employee/consultant who worked on the project. Mr. Mei listed every hour beyond 40 hours worked by each DI employee on the spreadsheet and calculated the hours to be 3,014 hours. Defendant Pons reviewed and made revisions to the spreadsheet; in one instance Defendant Pons instructed Mr. Mei to reduce the amount of overtime from 3,014 to 2,414. Mr. Mei stated he simply compiled a list of all three DI employees who worked on the project, prepared a spreadsheet and the spreadsheet was given to Defendant Pons. Mr. Mei stated the overtime payments were approved but he never received his full amount of overtime. Instead, he received a fraction of that amount in a flat sum bonus of fifteen (15) thousand dollars. In

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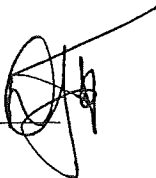
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total, MDC paid close to four-hundred (400) thousand dollars to DI for overtime invoices.

Mr. Mei further explained that in April of 2011, all invoices submitted to MDC were in the name of PCS, however, all paychecks received by employees/consultants were still from DI. Mr. Mei stated that his suspicions concerning overbilling grew when he discovered DI and/or PCS were charging MDC a 300 to 600 percent mark-up when billing for hourly work. For instance, Mr. Mei quoted one employee's pay as being \$20 an hour and MDC paid DI \$175 an hour for the same employee. Mr. Mei said he would notice employee timesheets on Defendant Diaz' desk and stated to Your Affiant that those employees did not work the hours they noted. Mr. Mei further informed Your Affiant that he could not bring this information to Defendant Diaz' attention because Defendant Diaz appeared to be given preferential treatment by Defendant Pons. According to Mr. Mei, Defendant Pons would not push Defendant Diaz to complete tasks and when Defendant Diaz failed to complete tasks, there were no repercussions. According to Mr. Mei, he later discovered Defendant Pons and Defendant Diaz were in-laws, and as such that violated MDC's nepotism restriction. At one point in 2010, Mr. Mei moved out of the DI condo and began to lease his own condo within the same building. Mr. Mei told Your Affiant that he spent in excess of ten (10) thousand dollars furnishing the DI condo. DI repaid Mr. Mei for the amount he spent to furnish the condo from funds that were paid by MDC to DI. When DI did not renew its condo lease, Defendant Diaz and Defendant Pons moved the items out of the DI condo and into Mr. Mei's condo. According to Mr. Mei, Defendant Diaz said he was taking the bedroom furniture to furnish his son's college apartment. Mr. Mei said that at a later time, Defendant Diaz' parents arrived at his condo and removed the items Defendant Diaz and Defendant Pons requested to keep. Your Affiant has been unable to obtain a gift disclosure notice by Defendant Pons or Defendant Diaz, in which either acknowledged receiving items of value by an MDC vendor.

During the sworn statement, Mr. Mei admitted he worked on a presentation, which led to DI receiving a contract with Miami International Airport. In 2011, once DI revealed their intent was to not bring Mr. Mei on to work on the Airport contract, Mr. Mei began to cooperate with Miami-Dade Law Enforcement to prove these current allegations. Mr. Mei

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directed Your Affiant to Ms. Mate. On December 2, 2011, Your Affiant obtained a sworn statement from Zsuzsanna Mate-Robins (formerly known as Zsuzsanna Sancho and Zsuzsanna Mate). Mrs. Mate-Robins revealed she was hired in 2005 by Mr. Raifaizen and was initially assigned to the web department. In December of 2006, Mrs. Mate-Robins was relocated to Miami, Florida from New York City and was assigned to work on the GSA project.

Mrs. Mate-Robins described the INFOR software as a web based asset management "shell." The program becomes operational when data is loaded and that data is used to begin to build the database. In order to build the database, managers at GSA facilities/buildings provided listings of departmental assets to either Mr. Mei or a person by the name of Cesar Trinidad, who was also employed by DI. The data was then transferred from Mr. Mei or Mr. Trinidad to Mrs. Mate-Robins, and Mrs. Mate-Robins loaded the assets and began to build the database. According to Mrs. Mate-Robins, additional functions began to be requested by different GSA building managers and as a result her ability to bring the program online was delayed on numerous occasions throughout the several years she worked on the contract.

Mrs. Mate-Robins identified Defendant Diaz as the GSA Project Manager for the INFOR project and Defendant Pons as Defendant Diaz' supervisor. Prior to Mrs. Mate-Robins arrival in Miami, both Defendant Diaz and Defendant Pons were in place at GSA. Mrs. Mate-Robins explained that Defendant Diaz' job consisted of collecting employee time sheets, however, when Defendant Diaz was not present, Mrs. Mate-Robins would collect the time sheets and forward the time sheets to Defendant Pons. The original time sheets would be given back to Defendant Diaz for retention.

According to Mrs. Mate-Robins, prior to January of 2011, she was a full time salaried employee of DI and she did not bill by the hour. During her first years working on the GSA contract, she was not permitted to submit for any time beyond 40 hours a week, although she often worked 60 hours a week. In January of 2011, she began submitting time sheets through PCS and she was considered an independent consultant and not a

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salaries employee. As such, she was asked to complete time sheets for hours worked beyond 40 hours. Mrs. Mate-Robins further stated that she openly communicated with Mr. Raifaizen through county email addresses, however, when DI began to bill MDC through PCS, she began to communicate with Mr. Raifaizen via her personal email account.

According to Mrs. Mate-Robins, she worked for DI on the GSA contract in Miami until the middle part of June, 2011. Mrs. Mate-Robins filled out a time sheet for a total of 16 hours for the time she worked while on maternity leave in June, 2011. Mrs. Mate-Robins told Your Affiant that Mr. Raifaizen contacted her in July of 2011 and told her to submit a time sheet for a total of 60 hours for the month of July, although she did not work for the company at that time. Mrs. Mate-Robins did as she was asked. Mrs. Mate-Robins told Your Affiant that Mr. Raifaizen contacted her again in August of 2011, and requested that she submit hours worked as 60 hours for the month of August, although Mrs. Mate-Robins was on maternity leave and was not working for DI. Mrs. Mate-Robins again did as she was requested. Mrs. Mate-Robins stated she was again contacted in September of 2011, and Mr. Raifaizen requested she again submit timesheets for 60 hours worked for the month of September, but Mrs. Mate-Robins refused to submit the timesheets as Mr. Raifaizen requested.

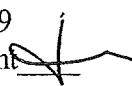
According to Mrs. Mate-Robins, she contacted Defendant Diaz via telephone and she informed him that Mr. Raifaizen requested she submit time sheets for the months of July and August of 2011, although she had not worked the hours that were detailed on her time sheets. According to Mrs. Mate-Robins, Defendant Diaz' reply was that, "everything was fine" and subsequently asked her to submit her time sheets and he "would take them to "Jay" (referring to the Defendant Pons). Mrs. Mate-Robins acquiesced to Defendant Diaz' request and submitted the timesheets for September of 2011.

In early April of 2012, Attorney David Rothman, contacted Assistant State Attorney Breezye Telfair reference his client, Mr. Raifaizen. On April 23, 2012, and on April 24, 2012, Mr. Raifaizen was granted immunity and interviewed at the State Attorney's

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Office. During the interview, Your Affiant obtained documents from Mr. Raifaizen. Since the initial interviews, Your Affiant, along PFI Rivas-Amaya and Miami-Dade Police Department Sergeant Marisol A. Garbutt have spoken with Mr. Raifaizen on numerous occasions and have requested that he grant us full access to his email accounts, bank accounts, Quickbooks account, corporate documents, and payment logs. Your Affiant has been able to compile what is believed to be an inside account in how and why DI, PCS, Defendant Pons, Defendant Diaz, and Defendant Diana defrauded MDC.

DI began in 1980 as a minority owned company whose mission was to provide computer consulting to private corporations and government entities. In the 1990's, Data Industries, Ltd., Florida, was formed. Both companies, DI Florida and DI New York, shared the same tax identification number. The Florida arm of the company was primarily utilized by Phil Raifaizen, Mr. Raifaizen's father. Phil Raifaizen was a retired CBS International Vice-President and to help his son, he developed government contacts in Miami, one of which was Defendant Pons. According to Mr. Raifaizen, his father told him, to "take care of Jay." Mr. Raifaizen indicated he knew what that meant because DI would often send money to his father for the Florida contracts. Defendant Pons would receive three thousand dollars, in cash, from DI on a quarterly basis in exchange for "inside information" on upcoming contracts. Further, Mr. Raifaizen informed Your Affiant that Defendant Pons received, in cash, three to four percent profit from each MDC contract. Your Affiant has looked at the history of DI and MDC and Your Affiant has learned throughout the 1990's DI has worked on projects for GSA, Water and Sewer, Planning and Zoning, and Information Technology Division (hereinafter ITD, formally known as Enterprise Technology Services Department). DI was also the company responsible for implementing GSA's "Y2K" project. Defendant Pons was the person responsible for the monetary budget of all projects MDC contracted with DI.

According to Mr. Raifaizen, his father Phil, introduced him to Defendant Pons in 2003. The meeting occurred at a Japanese restaurant on US-1, near Sunset Drive in Coral Gables. Mr. Raifaizen became aware that Defendant Pons was the manager of infrastructure technology at GSA. He touched every sector and he influenced every single

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technology contract at GSA. Outside of GSA, Defendant Pons influenced ITD. All of the IT running on MDC servers are managed by ITD. Most of the contracts DI entered into with MDC were based on time and billing, however, all contracts were open ended with staff augmentation. DI employees/consultants worked hourly but there were no specific line items. This arrangement allowed for DI to bill MDC for hours worked by “ghost employees.”

Mr. Raifaizen believes that the earliest project he worked under the supervision of Defendant Pons was the “Fleet Maintenance/Data Mark” project. The project commenced in January of 2002, and ended in August of 2003. The Fleet Maintenance/Data Mark project had an estimated budget of one hundred seventy-five (175) thousand dollars. Mr. Raifaizen agreed to pay Defendant Pons a five percent sum of all gross billings for each contract; however, according to Mr. Raifaizen, soon after that agreement, Defendant Pons demanded an increase to ten (10) percent of all payments billings and Mr. Raifaizen agreed to pay the larger sum. Mr. Raifaizen told your Affiant, he would withdraw cash from his personal bank accounts and from DI’s bank accounts in order to pay Defendant Pons. Mr. Raifaizen stressed to Your Affiant that if he did not pay Defendant Pons, DI would not work in MDC.

In May of 2004, DI began to work on the Data Analysis Asset Management project. According to Mr. Raifaizen, in 2005, during the Data Analysis Asset Management project, Defendant Pons would receive 10 percent of all billing submitted by employees/consultants of DI. Every two to three months, Mr. Raifaizen would fly from New York City to Miami and pay Defendant Pons in cash. In 2005, the The Data Analysis Asset Management project ceased. In October of 2006, DI obtained the contract to implement “Datastream” (later known as INFOR) software for GSA. According to Mr. Raifaizen, DI obtained the contract based largely in part of the fact that Defendant Pons “put together” the proposal for DI and later told Mr. Raifaizen to bid seven hundred and sixty (760) thousand dollars on the project. The owner of the INFOR software also bid on the implementation, however, DI was awarded the bid. Defendant Pons, as his duties and responsibilities at GSA, evaluated the responses from all companies that

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submitted proposals. Defendant Pons would certainly be in a position to know the response of INFOR and the bid of INFOR in order to create an unfair advantage to DI. It was Defendant Pons who recommended the contract be awarded to DI. Defendant Pons possessed superior knowledge of the project and his recommendation was not rejected.

As a result of DI obtaining the contract, Defendant Pons demanded a 50 percent share of the gross profit. According to Mr. Raifaizen, Defendant Pons stressed that there was money to be made in the INFOR project. Defendant Pons then told Mr. Raifaizen they had to "bump up the contract," which was currently at seven-hundred-and-sixty (760) thousand dollars, but they also had to keep each bump below one (1) million dollars, in order to avoid Defendant Pons from having to appear before the Miami-Dade Board of County Commissioners for approval. Defendant Pons "bumped" the contracts numerous times by approving additional work orders and adding contract extensions. As a result of Defendant Pons' actions, MDC paid out ten-million-seven-hundred-and-seventy-thousand-and-three-hundred-and-seventy-dollars-and-sixty-five-cents (10,770,370.65) on the seven-hundred-and-sixty (760) thousand dollar project. In order to meet the needs of Defendant Pons, and in an attempt to keep the illicit payments from DI's operational account, Mr. Raifaizen set up PCS as a State of Florida for-profit corporation. The sole reason for creating PCS was to funnel money to Defendant Pons.

Defendant Pons was the day-to-day administrator for GSA for this project. In addition to his receiving a share of the gross profit of the project, Defendant Pons obtained additional monies by developing two overbilling schemes. One scheme involved "ghost employees," and the other scheme involved fraudulent billing for overtime. Mr. Raifaizen told Your Affiant that Defendant Pons came up with a scheme to fraudulently bill MDC for hours worked by employees who in reality did not work on the project. The scheme involved Mr. Raifaizen providing the names of individuals, who once worked for DI, and then billing MDC as if those employees worked for DI on the MDC project. In actuality, DI would receive the profit from the "ghost employees" and in turn, Mr. Raifaizen would split that profit 50/50 with Defendant Pons. The first fraudulent employee was Ms. Nagy. By all accounts, Ms. Nagy never worked on any of the MDC

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projects; DI billed MDC two-hundred-and-eighty-eight (288) thousand dollars for her alleged services. Mr. Raifaizen himself did not work on the contract, yet he billed MDC for hours he allegedly worked on the project, for a total of ninety-five (95) thousand dollars. Mr. Raifaizen explained that he knew all billing submitted under his name was fraudulent. He further stated that he fraudulently placed Erika Nagy's name on time sheets, as well as the names of Brett Greenspan, Tammy Benz, Alex Wenger, and Anupam Gupta. According to records received by MDC and DI, Alex Wenger billed in excess of two-hundred-and thirty-eight (238) thousand dollars; Brett Greenspan billed in excess of one-hundred-and-ninety-eight (198) thousand dollars; Tammy Benz billed in excess of one-hundred-and-seventy-one (171) thousand dollars; Zsusanna Mate, billed in excess of twenty-two (22) thousand dollars; Anupam Gupta billed in excess of seventeen (17) thousand dollars. The total amount MDC paid out for the seven "ghost employees" was over one (1) million dollars. Defendant Pons received at least 50 percent of all profits made from the ghost employees and facilitated the billing.

Paul Raifaizen stated that company time sheets were collected by Mrs. Mate-Robins and Defendant Diaz and were subsequently forwarded to New York for billing purposes. Every month, a DI employee in New York would prepare the monthly billing, and Paul Raifaizen would sign off on an invoice. The invoice and the timesheets would then be returned to Mrs. Mate-Robins who would subsequently forward the invoice and timesheets to Defendant Diaz. The invoice and timesheets would then be forwarded to Defendant Pons from Defendant Diaz. Defendant Pons would then sign off on the timesheets and invoice and then submit the items to the MDC Financial Department for payment. According to Mr. Raifaizen, Defendant Pons never once questioned the veracity of the timesheets because he knew the names of every ghost employee. Defendant Diaz never once questioned the lack of presence of the alleged employees. Mr. Raifaizen admitted that he requested Mrs. Mate-Robins bill for hours she did not work, however, after she called Defendant Diaz, Defendant Pons stopped payment on her September invoice. Your Affiant believes Defendant Pons was intensively involved in this ghost employee scheme because Your Affiant has read clandestine emails between Defendant Pons and Mr. Raifaizen. The emails clearly show Defendant Pons directing

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Mr. Raifaizen on how much to bill and for which ghost employee to bill for. In the emails, Defendant Pons took on the name "Meyer Lansky," and Mr. Raifaizen used the name, "Beth Goldberg." Mr. Raifaizen explained that Defendant Pons liked the mobsters and "Meyer Lansky," the infamous number two person to "Lucky Luciano," was his favorite. According to Mr. Raifaizen the idea to create fictitious identities and email addresses was thought of by Defendant Pons in an attempt to cover up the fraudulent billing schemes. In the emails read by Your Affiant, Defendant Pons and Mr. Raifaizen communicate in a pseudo amorous manner, but plainly communicated numbers, payments, and initials for payees. In the emails, Defendant Pons pushed Mr. Raifaizen for his usernames and passwords to several bank and QuickBooks Accounts.

In 2009, MDC paid out three-hundred and ninety-one thousand and two-hundred and thirty-nine dollars and forty-eight cents (391,239.48) to DI. The payout was for overtime hours billed to MDC by DI. The overtime hours were prohibited by the contract, however, Mr. Baptiste and former GSA Director Wendi Norris approved the payment at the behest of Defendant Pons. Mr. Raifaizen explained that Defendant Pons was paid one hundred thousand (100) dollars, in cash, as a result of fraudulent overtime hours billed to MDC by DI. Mr. Raifaizen said the scheme was conceived when Defendant Pons claimed he needed a "Christmas bonus." According to Mr. Raifaizen, Mr. Mei and Mr. Trinidad put together a spreadsheet that included hours worked, which were outside of the 40-hours per week billable cycle. DI employees/consultants alleged to have worked a total of 2,414 overtime hours throughout the course of the INFOR project. Mr. Raifaizen stated that it was Defendant Pons who went to Mr. Baptiste, Mr. Pons's boss, to obtain permission to exceed the 40 hour cap. Mr. Baptiste obtained permission from Ms. Norris to pay out the amount. Mr. Raifaizen claimed that once payment was received by MDC, he paid Mr. Mei, Mr. Trinidad, and Mrs. Mate-Robins a flat sum, but not the amount that would commensurate the total overtime hours they worked. Mr. Raifaizen said he gave one-hundred (100) thousand dollars in cash to Defendant Pons and he also gave money to his corporate officers, Mr. Duval, and himself. According to Mr. Raifaizen, Mr. Rubin did not receive payment, but Mr. Rubin as well as the corporate officers and Mr. Duval knew about the overtime scheme. Mr.

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Raifaizen emphasized, he had to continue to pay Defendant Pons in order to ensure that DI received contracts from MDC.

The Datastream/INFOR project went on for more than 5 years. Mr. Raifaizen told Your Affiant that as long as the INFOR project remained active, DI would receive money and subsequently Defendant Pons would receive money. According to Mr. Raifaizen, by 2011, Defendant Pons was receiving upwards of thirty-thousand (30) dollars a month. Traditionally, Mr. Raifaizen said, he would pay Defendant Pons in cash. The cash was placed in a brown paper bag and the payments would be made at the Biltmore Hotel, in Coral Gables, where Defendant Pons had a membership, or the cash would be given to Defendant Pons at the Starbucks on Miracle Mile in Coral Gables, down the street from Defendant Pons' home. Mr. Raifaizen also recalled having paid Defendant Pons at the Intercontinental Hotel, Biscayne Boulevard. Your Affiant is able to confirm, through PCS bank records, Mr. Raifaizen withdrew one-million, three-hundred and ninety-six thousand dollars in cash between November 30, 2007 and March 16, 2011.

In 2011, Mr. Raifaizen informed Defendant Pons that cash withdrawals were drawing suspicion to his bank accounts by bank officials. Mr. Raifaizen also told Your Affiant that he "couldn't stand to look at Jay," because he learned Defendant Pons was having an affair with his then fiancé, now wife, Erica Nagy. Although he discovered the affair, Mr. Raifaizen never confronted Defendant Pons and instead continued to pay Defendant Pons. When Mr. Raifaizen told Defendant Pons that the bank was becoming suspicious of the frequent cash withdrawals, the cash payments had to end. Defendant Pons then restructured his scheme by setting up MSC. Your Affiant has reviewed the corporate records for MSC, as well as the corporate bank accounts. MSC is registered to Jesus F. Pons.

In 2010, DI hit a financial rough spot. In order to keep afloat, DI had to take on investors and, as such, payments from DI to Defendant Pons slowed. By January of 2011, Defendant Pons was owed approximately one hundred forty (140) thousand dollars in illicit payments. According to Mr. Raifaizen, Defendant Pons threatened to "get rid" of

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the contract if he did not receive payment. By this time, Mr. Raifaizen set up PCS and PCS was operational as an MDC vendor. Mr. Raifaizen began to pay Defendant Pons via check from PCS to MSC. According to Mr. Raifaizen, Defendant Pons requested several signed checks, with the payee blank and the amount blank, be mailed to his home address. Mr. Raifaizen agreed. The email communication between "Lansky" and "Goldberg," were intended to give Mr. Raifaizen directions on how to bill and a heads up on how much "Lansky," better known as Defendant Pons, was going to take out of Mr. Raifaizen's account. Your Affiant has verified that DI paid MCS, in excess of four-hundred (400) thousand dollars via checks and the checks are signed by Defendant Raifaizen and endorsed by Defendant Pons. Defendant Pons, at the time of accepting these payments, was an MDC employee.

In 2010, DI/PCS sought the award of a new contract at the Aviation Department. The contract was worth \$1.5 million. In November of 2010, Mr. Raifaizen attended a pre-meeting, prior to the bid, with aviation personnel to address the aviation contract. Present in the meeting was Mr. Mei, Mr. Raifaizen, Carlos Garcia, from Aviation's IT Department, Maurice Jenkins, the head of Aviation's IT department, and Defendant Pons. In early 2011, an RFP opened up for the Aviation Department contract. In 2011, Mr. Raifaizen found out he was the recommended vendor for the aviation contract. According to Mr. Raifaizen, Defendant Pons claimed credit for the Aviation Department contract award by saying, "without [me]," the contract, "would have never happened." In November of 2011 the Board of County Commissioners awarded the contract to DI/PCS. Defendant Pons would have gained three-hundred and fifty (350) thousand dollars if DI/PCS remained on the Aviation project.

In November of 2011, Defendant Pons requested to meet Mr. Raifaizen. The two met in the Florida Keys. At that time Mr. Raifaizen knew that Defendant Pons had been placed on administrative leave as a result of a violation of MDC's nepotism guidelines. At the meeting, Defendant Pons discussed the criminal allegations that had been brought forward by Mr. Mei and that a search warrant was served on the MIS section reference fraudulent billing. According to Defendant Pons, the billing was "out of whack" and

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Defendant Pons specifically asked what Mr. Raifaizen “was going to do about Erika,” because her time sheets were a problem. Defendant Pons also stated, he would “take care of Tony when things blow over.” Mr. Raifaizen took that statement by Defendant Pons, to be a threat to Mr. Mei. According to Mr. Raifaizen and Mr. Mei, Defendant Pons often talked about “taking care of people,” and further intimated that Defendant Pons had mob ties.

Mr. Raifaizen further indicated that Defendant Pons appeared to live beyond his means as an MDC employee. At the time of the November 2011 meeting, Defendant Pons was driving a 2010 Mercedes Benz SUV. At that time, Mr. Raifaizen knew Defendant Pons to also be the owner and operator of 2008 Caymen Porsche coupe. Mr. Raifaizen recalled when Defendant purchased the vehicle and Defendant Diana bragged that the vehicle was Defendant Pons’ birthday gift. Your Affiant discovered Defendant Pons did purchase a 2008 Caymen Porsche, VIN WP0AB29878U782725, on December 30, 2008, three days after his 47<sup>th</sup> birthday. Defendant Pons sold the Porsche in 2012. Between 2008 and 2012, Defendant Pons’ combined bank accounts contained a high balance of eight-hundred sixty-seven thousand and six-hundred-ninety-seven dollars and fifty-eight cents (867,697.58). In April of 2012, Defendant Pons’ stock portfolio was valued at six-hundred seventy-nine-thousand-twenty-three dollars and sixty-three cents (679,023.63). In 2012 alone, Defendant Pons withdrew in excess of three-hundred-sixty-six (366) thousand dollars from various banking institutions, in cash.

Mr. Raifaizen told Your Affiant that Defendant Pons often bragged about a beach house in the Caribbean and about moving money offshore through a Russian lady in Brooklyn, New York. Defendant Pons spoke often to Mr. Raifaizen about his stock portfolio, his rental property and his interest in investing in a medicinal marijuana farm in California. According to Mr. Raifaizen, Defendant Pons spoke about property he would purchase and sell to relatives for five (5) dollars. Your Affiant has verified, Defendant Pons’ is paying on at least three mortgages, and has been linked to close to half a dozen properties in Broward and Miami-Dade County. According to Mr. Raifaizen, he believed Defendant Pons was obtaining money from other vendors because Defendant Pons once


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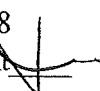
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told Mr. Raifaizen, "you're not the only one," as if to imply he was being paid by other MDC vendors. Mr. Raifaizen further stated that Defendant Pons would justify his requests for additional payments by claiming that he had "other people to pay," and suggested those people were in higher MDC positions than Defendant Pons. Your Affiant and PFI Rivas-Amaya, have reviewed numerous bank records from Defendant Pons' personal accounts. Defendant Pons has in excess of forty (40) bank accounts, on which he is the signor. Between April and August of 2011, Defendant Pons withdrew one-hundred (100) thousand dollars from the MCS bank account and transferred the amount into First Caribbean International Bank. First Caribbean International Bank is located in the Turks and Caicos. Mr. Raifaizen estimates DI and PCS defrauded MDC of approximately six (6) million dollars, and over the course of ten years, Defendant Pons was paid approximately three (3) million dollars in illicit check and cash payments by Mr. Raifaizen.

Defendant Diana benefitted and knew, or certainly should have known of Defendant Pons' activities. Defendant Diana is an a MDC employee with Public Works and Waste Management Department, as an Accountant 2, and her estimated salary was between forty (40) and sixty (60) thousand dollars a year. According to Mr. Raifaizen, Defendant Diana was present at nearly all business dinners, and trips to the Florida Keys, which Mr. Raifaizen paid for. Mr. Raifaizen also hosted Defendant Pons and Defendant Diana at his home in New York. Defendant Pons would brag about his financial condition but at the same time, he would retort that Defendant Diana made all the financial decisions in their household. Your Affiant along with Miami-Dade Police PFI Rivas-Amaya have analyzed numerous documents, which were obtained via subpoena, concerning financial institutions and corporate businesses registered in the names of both Defendant Pons and Defendant Diana. Your Affiant has been able to verify that the majority of electronic transactions were made by Defendant Diana. Furthermore, Your Affiant has reviewed American Express records and the average monthly American Express bill ranged between twenty-five (25) hundred and fifty-five (55) hundred dollars, on a monthly basis. The American Express account is in both Defendant Pons' and Defendant Diana's name.

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The bill was paid off in full, each month, and continues to be paid off in full each month, despite Defendant Pons lack of employment.

Between April and September of 2011, Defendant Pons wrote sixty-eight (68) thousand dollars, worth of checks drawn from the MCS bank account and deposited those funds into a JP Morgan Chase Account ending in #3236, which is in the name of Defendant Pons and Defendant Diana. Defendant Pons has at least eighteen (18) banking accounts at JP Morgan Chase. Defendant Diana is the joint account holder of eleven (11) of those accounts. A review of purchases made on the joint accounts show payments to various grocery stores, department stores, which carry both male and female clothing such as Neiman Marcus, Nordstrom, Bloomingdales, Macy's and Brooks Brothers. The other purchases were consistently made at Ann Taylor, Victoria Secret, Nine West, Metro Beauty Center, and DK nails.

On October 24 2012, Defendant Pons and Defendant Diana opened Five Point Holdings, LLC (hereinafter FPH). FPH is a for-profit corporation formed in the State of Florida. On October 25, 2012, FPH received two-thousand and five-hundred-fourteen dollars and ninety-six cents (2,514.96), via a check drawn from MCS' bank account. On December 7, 2012, records reveal a Warranty Deed was obtained for ten (10) dollars for a duplex located at 1232 SW 30<sup>th</sup> Place, Miami, Florida, 33184. On December 27, 2012, Defendant Pons and Defendant Diana, through FPH filed for and received Section 8 housing on the property through Hialeah Housing Authority.

Defendant Diana was also the benefactor of an eight-hundred (800) dollar Espresso maker purchased by Mr. Raifaizen. According to Mr. Raifaizen, he had an Espresso maker just like it and thought it would be a good gift for Defendant Diana, since Defendant Diana said she liked the Espresso maker when she saw it at his New York home. According to Mr. Raifaizen, Defendant Diana did not like the Espresso maker and returned the Espresso maker to the store to obtain a different coffee maker. Defendant Diana did not return the gift or money to Mr. Raifaizen. Defendant Diana is a county

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employee and obtained a gift from Mr. Raifaizen, in violation of Miami-Dade County Ordinance 2-11.1.(e)(3).

### CONCLUSION

Your Affiant interviewed several employees and former employees at GSA. By all accounts, because of the vast knowledge Defendant Pons possessed, he was the sole person who accepted or rejected any new projects within MIS. When representatives of other GSA divisions requested services from the IT section or wanted to initiate a new project, they had to first see Defendant Pons. Defendant Pons was responsible for managing IT contracts, networks, and MDC employees and consultants assigned to IT contracts. Defendant Pons was the only person responsible for approving timesheets submitted by vendor employees/contractors and vendor invoices.

Based upon the foregoing, it is submitted by Your Affiant that there is probable cause to believe that Miami-Dade County is an Enterprise and Defendant Pons utilized his position as a Management Information System Manager and worked in concert with Defendant Diana and Defendant Diaz, in violation of Florida Statute 895.03 (RICO) and all three conspired in violation of 895.03(4). Your Affiant further believes probable cause exists to arrest Defendant Pons and Defendant Diaz for Organized Scheme to Defraud in violation of Florida Statute 817.034. Your Affiant further believes probable cause exists to arrest Defendant Pons for eleven (11) counts of Bribery in violation of 838.015. Your Affiant has verified through bank records, Defendant Pons received five-hundred and twenty-seven thousand and two-hundred and twenty dollars (527,220.00), on eleven (11) separate checks drawn from eleven (11) separate MDC invoice payouts to PCS, between April 4, 2011 and November 22, 2011. Your Affiant believes probable cause exists to arrest Defendant Pons and Defendant Diana for violating Florida State Statute 896.101, Florida Money Laundering Act. Defendant Pons and Defendant Diana have comingled legitimate and fraudulently obtained funds and as a result, have purchased property, homes, stocks, bonds, vehicles, and have withdrawn multiple thousands of dollars in cash with money obtained from fraudulent means. Defendant

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Pons and Defendant Diana have a total net worth in excess of one (1) million dollars. Your Affiant further believes Defendant Pons committed Bid Tampering, in violation of Florida State Statute 838.22. Defendant Pons orchestrated the DataStream/INFOR project to the advantage of DI. Your Affiant believes Defendant Pons committed Extortion in violation of Florida State Statute 836.05. Defendant Pons committed Extortion by threatening to "get rid" of the contract, which would in fact cause further financial injury to DI, if one-hundred and forty-thousand (140,000) dollars was not paid. Defendant Pons and Defendant Diaz both committed thirty-three (34) counts of Official Misconduct in violation of 838.022. Defendant Pons and Defendant Diaz acted in concert with one another in collection, approval, and retention of thirty-three (33) falsified timesheets which netted MDC a loss of over one (1) million dollars. Defendant Pons committed thirty-three (33) counts of Grand Theft in violation of 812.014 because Defendant Pons knowingly obtained funds from MDC based upon falsified timesheets. Defendant Pons obtained one-hundred (100) thousand dollars in cash from DI as his share of the illegal proceeds obtained from the overtime billing scheme. Based upon the foregoing, Defendant Pons committed Unlawful Compensation in violation of Florida State Statute 838.016.

**OATH**


I SWEAR, under penalty of perjury, that the above Information is true and correct.



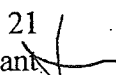
Affiant

STATE OF FLORIDA, COUNTY OF MIAMI-DADE

Sworn to and subscribed before me this 3<sup>rd</sup> day of June, 2013.

  
CIRCUIT COURT JUDGE 11<sup>TH</sup> JUDICIAL CIRCUIT

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