

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
**13-20796-CR-ZLOCH/HUNT**  
CASE NO. \_\_\_\_\_

18 U.S.C. § 371

UNITED STATES OF AMERICA

vs.

MANUEL LAZARO MAROÑO and  
JORGE LUIS FORTE,

Defendants.

\_\_\_\_\_ /

**INFORMATION**

The United States Attorney charges that:

**GENERAL ALLEGATIONS**

At all times relevant to this Information,

**The City of Sweetwater and the Office of the Mayor**

1. The City of Sweetwater was a municipality located within the State of Florida and the Southern District of Florida.
2. The City of Sweetwater was incorporated in 1941 and was a unit of, and subject to, the laws of Florida. The legislative powers of the City of Sweetwater were vested in the city commission. The city commission was comprised of seven elected persons. Generally, the commission members served for four-year terms of office.
3. The mayor of the City of Sweetwater is an elected official who generally serves a four-year term of office. The executive authority of the City of Sweetwater was vested in the mayor. The mayor was the chief executive officer of the City of Sweetwater and was

responsible for the management and administration of the city government. The mayor was responsible for the supervision and direction of all departments, agencies or offices of the city. The legislative power of the mayor was limited to his right to participate in meetings of the city commission, the power of veto, approval in writing of ordinances and resolutions, but the mayor had no right to vote. However, the mayor could and did recommend that certain items, to include resolutions, be added to the agenda for consideration of the city commission. The mayor was also required to keep the city commission fully advised as to the financial condition and future needs of the city and make such recommendations to them concerning the affairs of the city as the mayor deemed advisable or the city commission requested.

#### **The Defendants**

4. Defendant **MANUEL LAZARO MAROÑO** was the Mayor for the City of Sweetwater. In this elected position, defendant **MAROÑO** was a public official and an agent of the City of Sweetwater.

5. Defendant **JORGE LUIS FORTE** was a long-time friend, business associate, and confidant of defendant **MANUEL LAZARO MAROÑO**.

#### **Sunshine Universal**

6. Sunshine Universal was a Federal Bureau of Investigation undercover company posing as a grant writing and administration business.

7. Undercover FBI Employee 1 (UCE 1) and undercover FBI employee 2 (UCE 2) posed as principals of Sunshine Universal.

8. UCE 1 and UCE 2 purported to have an inside contact at AmeriCorps, a real federal agency, that would aid Sunshine Universal in obtaining federal grant money from AmeriCorps. The grant money was purportedly designated to be used for economic

development studies to be provided to local municipalities. No moneys were to be received by local municipalities, only a written study supposedly done by Sunshine Universal. However, as explained by UCE 1 and UCE 2, although a study would be produced, it would be of poor quality and the substantial amount of the grant money received by Sunshine Universal would be used to enrich anyone that participated with them in the scheme to obtain the money.

9. As explained by UCE 1 and UCE 2, to succeed in obtaining the federal grant monies, they needed local municipalities to pass resolutions in support of Sunshine Universal's grant application. They also needed local officials to perform additional official acts, including signing a letter endorsing Sunshine Universal's application and answering an audit or survey call that purportedly came from AmeriCorps that addressed the administration and use of the grant funds.

10. UCE 1 and UCE 2 indicated they were willing to make payments to any public officials that would provide favorable official acts necessary to obtain the federal grant money.

**COUNT 1**  
**Conspiracy to Commit Honest Services Wire Fraud**  
**(18 U.S.C. § 371, 1343 & 1346)**

11. Paragraphs 1 through 10 of the General Allegations section of this Information are re-alleged and incorporated as though fully set forth herein.

12. Beginning at least as early as in or around October 2011, and continuing through on or about August 6, 2013, in Miami-Dade County, in the Southern District of Florida, and elsewhere, the defendants,

**MANUEL LAZARO MAROÑO and**  
**JORGE LUIS FORTE,**

did knowingly and willfully combine, conspire, confederate, and agree with each other and R.C. to commit an offense against the United States of America, that is, to devise, and intend to

devise, a scheme and artifice to defraud the citizens of Sweetwater and the City of Sweetwater of their right to the honest and faithful services of **MANUEL LAZARO MAROÑO** through bribery and kickbacks and the concealment of material information, and for the purpose of executing such scheme and artifice did transmit and cause to be transmitted by means of wire, radio, or television communication in interstate and foreign commerce, any writings, signs, signals, pictures, and sounds, in violation of Title 18, United States Code, Section 1343 and 1346.

### **OBJECT OF THE CONSPIRACY**

13. A purpose and object of the conspiracy was for the conspirators to unlawfully enrich themselves by secretly using **MANUEL LAZARO MAROÑO**'s official position and power to solicit and accept payments and other things of value from Sunshine Universal in exchange for favorable official actions by **MAROÑO**.

### **THE MANNER AND MEANS**

The manner and means by which the conspiracy was accomplished included, among other things, the following:

14. After learning the nature and extent of the Sunshine Universal scheme, R.C. would identify **MANUEL LAZARO MAROÑO** as a public official who would likely exchange favorable official acts for kickbacks.

15. R.C. would approach **MANUEL LAZARO MAROÑO** about the Sunshine Universal scheme and initially serve as a conduit between Sunshine Universal and **MAROÑO**.

16. Using his official position as Mayor of Sweetwater, **MANUEL LAZARO MAROÑO** would agree to, and would perform favorable official acts to enable Sunshine Universal to receive federal grant money.

17. In exchange for **MANUEL LAZARO MAROÑO**'s favorable official acts, **MAROÑO, JORGE LUIS FORTE** and R.C. would receive and accept cash and other things of value from Sunshine Universal.

18. To ensure that Sunshine Universal received the federal grant money in furtherance of the kickback scheme, **MANUEL LAZARO MAROÑO** would falsely claim to an individual posing as an employee of AmeriCorps during audit surveys that the federal grant money was being put to good and constructive use for the public benefit.

19. To conceal the true nature of the relationship with Sunshine Universal, **MANUEL LAZARO MAROÑO** would withhold material facts from the citizens of Sweetwater and the City of Sweetwater, to include: his ongoing receipt of payments from Sunshine Universal; that Sunshine Universal had received federal grant money using Sweetwater's authority; and that the economic development study that Sweetwater would receive would be, at best, of very poor quality.

20. To conceal the true nature of the relationship between Sunshine Universal and **MANUEL LAZARO MAROÑO, JORGE LUIS FORTE** would serve as a frontman collecting all kickback payments from Sunshine Universal which were thereafter divided equally with **MAROÑO**.

21. To conceal the true nature of the relationship between Sunshine Universal and **MANUEL LAZARO MAROÑO, JORGE LUIS FORTE** would direct the UCEs to not discuss the cash payments with **MAROÑO** on the telephone.

#### **OVERT ACTS**

In furtherance of the conspiracy and to accomplish its object and purpose, at least one of the conspirators committed and caused to be committed, in the Southern District of Florida, and

elsewhere, at least one of the following overt acts, among others:

22. On or about December 6, 2011, **MANUEL LAZARO MAROÑO** and R.C. caused the passage of a resolution in the City of Sweetwater that authorized Sunshine Universal to apply for and receive federal grant money using the authority of Sweetwater as the sponsoring municipality.

23. On or about December 6, 2011, **MAROÑO** signed the resolution as the Mayor of Sweetwater.

24. On or about March 2, 2012, **JORGE LUIS FORTE**, on behalf of **MAROÑO** and **FORTE**, negotiated a \$20,000 pay-off in exchange for **MAROÑO**'s official action of causing the passage of the resolution in Sweetwater and for specified future official actions.

25. On or about March 15, 2012, **FORTE**, on behalf of **MAROÑO** and **FORTE**, accepted a \$6,600 cash payment from an undercover FBI employee posing as a principal of Sunshine Universal.

26. On or about March 19, 2012, **MAROÑO** signed a letter, in his official capacity as Mayor of Sweetwater, endorsing Sunshine Universal's grant application.

27. On or about March 19, 2012, **MAROÑO** caused an email, which included the signed endorsement letter, to be sent from a computer that was physically located in Sweetwater, Florida, to a computer that was physically located in Chicago, Illinois.

28. On or about April 17, 2012, **FORTE**, on behalf of **MAROÑO** and **FORTE**, accepted a \$6,600 cash payment from an undercover FBI employee posing as a principal of Sunshine Universal.

29. On or about May 10, 2012, **MAROÑO** falsely claimed to someone he believed to be an auditor with AmeriCorps that he had spoken on a weekly basis with a representative of Sunshine Universal about the specific needs of Sweetwater.

30. On or about May 10, 2012, **MAROÑO** falsely claimed to someone posing as an AmeriCorps auditor that Sunshine Universal had provided on-the-ground personnel for purposes of conducting grant research.

31. On or about May 10, 2012, **MAROÑO** falsely claimed to someone posing as an AmeriCorps auditor that municipal personnel of Sweetwater were happy to be working with Sunshine Universal.

32. On or about August 6, 2012, **FORTE**, on behalf of **MAROÑO** and **FORTE**, accepted a \$6,800 cash payment from an undercover FBI employee posing as a principal of Sunshine Universal.

33. On or about March 15, 2013, **MAROÑO** falsely claimed to someone posing as an AmeriCorps auditor that he had received a written report detailing the current state of the underemployment in the City of Sweetwater from Sunshine Universal.

34. On or about March 25, 2013, **FORTE**, on behalf of **MAROÑO** and **FORTE**, accepted a \$10,000 cash payment from an undercover FBI employee posing as a principal of Sunshine Universal.

35. On or about April 24, 2013, **FORTE** spoke with UCE 2 on the telephone and directed the UCEs not discuss the cash payments to **MAROÑO** over the telephone

36. On or about May 14, 2013, **FORTE**, on behalf of **MAROÑO** and **FORTE**, accepted a \$10,000 payment from an undercover FBI employee posing as a principal of Sunshine Universal.

All in violation of Title 18, United States Code, Section 371.

**CRIMINAL FORFEITURE ALLEGATION**

a. Paragraphs 1 through 10 of the General Allegations section and the allegations of Count 1 of this Information are re-alleged and by this reference fully incorporated herein for the purpose of alleging forfeiture to the United States of America of certain property in which the defendant has an interest, pursuant to the provisions of Title 18, United States Code, Section 981(a)(1)(C), and the procedures of Title 21, United States Code, Section 853.

b. Upon conviction of the offense alleged in Count 1 of this Information, the defendant **MANUEL LAZARO MAROÑO** shall forfeit to the United States, pursuant to Title 18, United States Code, Section 981(a)(1)(C), all property constituting, or derived from, proceeds obtained directly or indirectly as a result of such offenses, including, but not limited to, the sum of approximately \$30,000.

c. Upon conviction of the offense alleged in Count 1 of this Information, the defendant **JORGE LUIS FORTE** shall forfeit to the United States, pursuant to Title 18, United States Code, Section 981(a)(1)(C), all property constituting, or derived from, proceeds obtained directly or indirectly as a result of such offenses, including, but not limited to, the sum of approximately \$30,000.

d. If the property described above, as being subject to forfeiture, as a result of any act or omission of the defendant,


- (1) cannot be located upon the exercise of due diligence;
- (2) has been transferred or sold to, or deposited with a third person;
- (3) has been placed beyond the jurisdiction of the Court;
- (4) has been substantially diminished in value; or

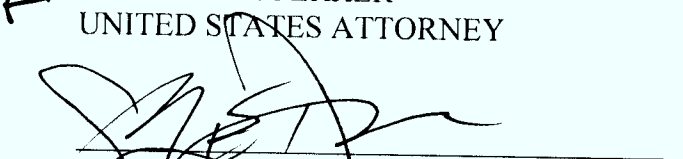


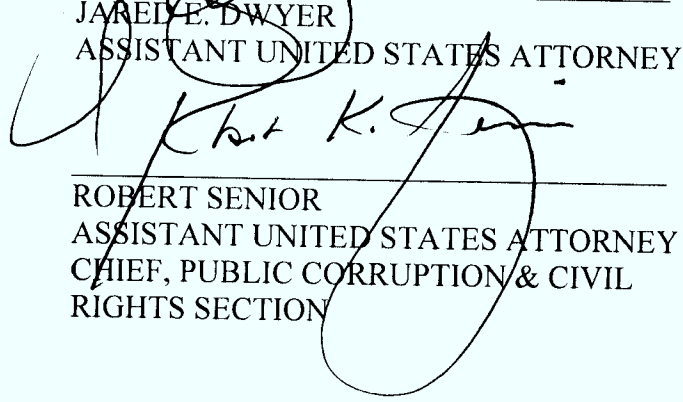
(5) has been commingled with other property which cannot be subdivided without difficulty,

it is the intent of the United States, pursuant to Title 21, United States Code, Section 853(p), to seek forfeiture of any other property of the defendant up to the value of the above forfeitable property.

All pursuant to Title 18, United States Code, Section 981(a)(1)(C) as made applicable by Title 28, United States Code, Section 2461(c) and the procedures set forth at Title 21, United States Code, Section 853

  
WIFREDO A. FERRER  
UNITED STATES ATTORNEY

  
JARED E. DWYER  
ASSISTANT UNITED STATES ATTORNEY

  
ROBERT SENIOR  
ASSISTANT UNITED STATES ATTORNEY  
CHIEF, PUBLIC CORRUPTION & CIVIL  
RIGHTS SECTION

**CASE NO.**

# CERTIFICATE OF TRIAL ATTORNEY\*

**Defendants.**

**Court Division:** (Select One)

New Defendant(s) Yes \_\_\_\_\_ No \_\_\_\_\_  
 Number of New Defendants \_\_\_\_\_  
 Total number of counts \_\_\_\_\_

1. I have carefully considered the allegations of the information, the number of defendants, the number of probable witnesses and the legal complexities of the Indictment/Information attached hereto.

2. I am aware that the information supplied on this statement will be relied upon by the Judges of this Court in setting their calendars and scheduling criminal trials under the mandate of the Speedy Trial Act, Title 28 U.S.C. Section 3161.

3. Interpreter: (Yes or No) No  
List language and/or dialect

4. This case will take 0 days for the parties to try.

5. Please check appropriate category and type of offense listed below:

(Check only one)

(Check only one)

I	0 to 5 days	<u>          X          </u>	Petty	<u>          </u>
II	6 to 10 days	<u>                        </u>	Minor	<u>          </u>
III	11 to 20 days	<u>                        </u>	Misdem.	<u>          </u>
IV	21 to 60 days	<u>                        </u>	Felony	<u>          </u>
V	61 days and over	<u>                        </u>		<u>          X          </u>

6. Has this case been previously filed in this District Court? (Yes or No) No

If yes:

Judge:

Case No.

(Attach copy of dispositive order)

Has a complaint been filed in this matter?

(Yes or No)

**If yes:**

Magistrate Case No.

13-mj-3115-Simonton

Related Miscellaneous numbers:

Defendant(s) in federal custody as of

Defendant(s) in state custody as of

Rule 20 from the

District of \_\_\_\_\_

Is this a potential death penalty case? (Yes or No) No

7. Does this case originate from a matter pending in the Northern Region of the U.S. Attorney's Office prior to October 14, 2003?        Yes       X       No

8. Does this case originate from a matter pending in the Central Region of the U.S. Attorney's Office prior to September 1, 2007?        Yes        X No

JARED E. DWYER  
ASSISTANT UNITED STATES ATTORNEY  
COURT ID NO. A5501240

\*Penalty Sheet(s) attached

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

PENALTY SHEET

**Defendant's Name:** MANUEL LAZARO MAROÑO

**Case No:** \_\_\_\_\_

Count #: 1

Conspiracy to commit honest services wire fraud

Title 18, United States Code, Section 371

**\* Max.Penalty:** 5 years' imprisonment

**\*Refers only to possible term of incarceration, does not include possible fines, restitution, special assessments, parole terms, or forfeitures that may be applicable.**

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA**

**PENALTY SHEET**

**Defendant's Name:** **JORGE LUIS FORTE**

**Case No:** \_\_\_\_\_

Count #: 1

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