

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
Miami Division

Case No. 12-CV-22439-COOKE/Bandstra

MICCOSUKEE TRIBE OF INDIANS  
OF FLORIDA, a sovereign nation and  
Federally recognized Indian tribe,

Plaintiff,

vs.

BILLY CYPRESS, DEXTER WAYNE  
LEHTINEN, ESQUIRE, MORGAN STANLEY  
SMITH BARNEY, JULIO MARTINEZ,  
MIGUEL HERNANDEZ, GUY LEWIS,  
ESQUIRE, MICHAEL TEIN, ESQUIRE,  
AND LEWIS TEIN, P.L., A Professional  
Association,

Defendants.

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**SECOND AMENDED COMPLAINT**

COMES NOW Plaintiff, the Miccosukee Tribe of Indians of Florida (hereinafter, the “MICCOSUKEE TRIBE”), by and through its undersigned counsel and brings this action against Billy Cypress (hereinafter, “Defendant CYPRESS”), Julio Martinez (hereinafter, “Defendant MARTINEZ”), Miguel Hernandez (hereinafter, “Defendant HERNANDEZ”), Guy Lewis, Esquire (hereinafter, “Defendant LEWIS”), Michael Tein, Esquire (hereinafter, “Defendant TEIN”), Lewis Tein, P.L. (hereinafter, “Defendant LEWIS TEIN, P.L.”), Dexter Wayne Lehtinen, Esquire (hereinafter, “Defendant LEHTINEN”), and Morgan Stanley Smith Barney (hereinafter, “Defendant MORGAN STANLEY”), and as support thereof states:

**NATURE OF THE SUIT**

1. The MICCOSUKEE TRIBE brings this suit for federal RICO, conspiracy to commit federal RICO, civil theft, fraud, aiding and abetting fraud, Florida RICO, Florida RICO conspiracy, embezzlement, breach of fiduciary duty, and fraudulent misrepresentation against Defendants, who conspired with each other and specifically with Defendant CYPRESS to aid, abet, create, advance and perpetrate a complex scheme through which Defendant CYPRESS and the other Defendants either participated, facilitated and/or assisted in stealing, diverting, converting, using, misappropriating, and laundering millions of dollars that belonged to the MICCOSUKEE TRIBE and which were in the care, possession, control, and supervision of the Defendants.

**JURISDICTION AND VENUE**

2. This Court has jurisdiction over the subject matter of this suit by virtue of:
- a. Federal question jurisdiction pursuant to 28 U.S.C. § 1331, involving an action pursuant to 18 U.S.C. §§ 1964(a) and (c), the Federal Racketeer Influenced and Corrupt Organizations Act (RICO); and
  - b. Supplemental jurisdiction pursuant to 28 U.S.C. § 1367(a), involving claims that are so related to claims in the action within the Court's original jurisdiction that they form part of the same case or controversy under Article III of the United States.
3. This Court has jurisdiction over the Defendants because:
- a. Each Defendant either resides or transacts business within this judicial district; and,

b. Each Defendant is amenable to service of process within the meaning of Federal Rule of Civil Procedure 4(e), 4(f) and 18 U.S.C. § 1965(b).

4. Venue is proper pursuant to 18 U.S.C. § 1965 and 28 U.S.C. § 1391 because Defendants either reside or transact business in this district, or alternatively, a substantial part of the events or omissions giving rise to the claim occurred in this district.

### **PARTIES**

5. The MICCOSUKEE TRIBE, located in Miami-Dade County, Florida, is a sovereign nation and federally recognized Indian tribe exercising powers of self-governance under a Tribal Constitution approved by the Secretary of the Interior, pursuant to the Indian Reorganization Act of 1934, 25 U.S.C. § 461 *et. seq.*

- a. The Miccosukee Business Council is responsible for the daily administrative operation of the MICCOSUKEE TRIBE and carrying out the laws, policies and directives of the Miccosukee General Council. The Miccosukee Business Council is composed of the Chairman, Vice-Chairman, Secretary, Treasurer, and Lawmaker. The Miccosukee Business Council holds monthly meetings at which legal and financial reports are presented by attorneys and the MICCOSUKEE TRIBE's Finance Department.
- b. The authority of the MICCOSUKEE TRIBE of Indians of Florida is vested in the Miccosukee General Council. The Miccosukee General Council is composed of all adult members of the MICCOSUKEE TRIBE 18 years of age or over. The Miccosukee General Council holds quarterly meetings at which the tribal members are informed of the MICCOSUKEE TRIBE's finances and legal issues, as well as personal matters of tribal members. The Miccosukee

General Council is responsible for enacting the laws and policies that the Miccosukee Business Council must carry out.

6. Defendant CYPRESS was the elected Chairman of the MICCOSUKEE TRIBE during the relevant period of time, which is 2005 through and including January 2010. In this capacity, Defendant CYPRESS oversaw, controlled, supervised and had unrestricted access and control over all the financial funds and records of the MICCOSUKEE TRIBE which are the subject of this lawsuit.

7. Defendant MARTINEZ was an employee of the MICCOSUKEE TRIBE who held the position of Chief Financial Officer. In his capacity as Chief Financial Officer, Defendant MARTINEZ was directly supervised by Defendant CYPRESS. Defendant MARTINEZ was responsible for reviewing and supervising the Morgan Stanley Investment Account that is the subject of this lawsuit on behalf of the MICCOSUKEE TRIBE.

8. Defendant MARTINEZ was hand-picked by Defendant CYPRESS to review and supervise the Morgan Stanley Investment Account subject to this lawsuit on behalf of the MICCOSUKEE TRIBE. From 2005 through and including 2010, Defendant MARTINEZ received the monthly financial statements directly from Defendant MORGAN STANLEY.

9. Defendant HERNANDEZ was the Director of the Finance Department of the MICCOSUKEE TRIBE. In this capacity, Defendant HERNANDEZ was responsible for the daily operation and supervision of the MICCOSUKEE TRIBE's Finance Department and had unrestricted access to and was in possession of all financial information of the MICCOSUKEE TRIBE, including, but not limited to, the Morgan Stanley Investment Account, all the credit card statements for the American Express cards of Defendant CYPRESS and the American Express card of Defendant MARTINEZ.

10. Defendant LEWIS was a professional attorney simultaneously representing both Defendant CYPRESS in his individual capacity, and the MICCOSUKEE TRIBE as a governmental entity.

11. Defendant TEIN was a professional attorney simultaneously representing both Defendant CYPRESS in his individual capacity, and the MICCOSUKEE TRIBE as a governmental entity.

12. Defendant LEWIS TEIN, P.L. was a professional association simultaneously representing both Defendant CYPRESS in his individual capacity and the MICCOSUKEE TRIBE as a governmental entity.

13. Defendant LEHTINEN was a professional attorney simultaneously representing the MICCOSUKEE TRIBE and all agencies of the MICCOSUKEE TRIBE as well as Defendant CYPRESS. Defendant LEHTINEN was the acting General Counsel and main attorney for the MICCOSUKEE TRIBE. During his tenure as General Counsel and main attorney for the MICCOSUKEE TRIBE, and with the assistance and support of Defendant CYPRESS, Defendant LEHTINEN over a span of a few years also managed the daily operations of the Miccosukee Indian Gaming. Defendant LEHTINEN was the attorney in charge of representing all tribal entities, businesses, enterprises, and agencies, including, but not limited to, the Miccosukee Police Department, Miccosukee Indian Gaming, Miccosukee Resort and Convention Center, Miccosukee Real Estate, Miccosukee Fish and Wildlife, Miccosukee Athletic and Boxing Commission, Miccosukee Water Resources, Miccosukee Business Council, Miccosukee Intergovernmental Affairs, Legislative and Lobbying Office, and Miccosukee Golf Course. Defendant LEHTINEN represented the MICCOSUKEE TRIBE in all legal, administrative, and regulatory matters at the state and

federal levels. Defendant LEHTINEN represented the MICCOSUKE TRIBE in all legal issues, including, but not limited to: gaming; Indian law; environmental law; real estate; zoning; federal and state regulatory matters; federal and state taxation; contract disputes; personal injury; federal and state administrative matters; required institutional audits under the Indian Gaming Regulatory Act; and lobbying matters. From 2005 until 2010, Defendant LEHTINEN also reported on the revenues generated by gaming machines at Miccosukee Indian Gaming as well as other financial matters related to the MICCOSUKEE TRIBE.

14. Defendant MORGAN STANLEY is a financial institution and investment firm incorporated under the laws of Delaware with its corporate headquarters in New York City, New York. Defendant MORGAN STANLEY has several branches throughout the United States, including one in Miami, Florida, where it carries out extensive business activities. From 2005 through and including 2010, the MICCOSUKEE TRIBE maintained an investment account with Defendant MORGAN STANLEY under Account Number XXX-XXXXX-13-140.

15. Upon information and belief from 2005 through and including 2010, Defendant MORGAN STANLEY employed Alexander Fernandez as a Financial Advisor and Investment Consultant.

16. From 2005 through and including 2010, Alexander Fernandez (hereinafter, "FINANCIAL ADVISOR FERNANDEZ") was assigned and in charge of the Investment Account on behalf of Defendant MORGAN STANLEY.

17. For purposes of this Second Amended Complaint, the relevant period of time is April 2005 through and including January 2010, at which time Defendant CYPRESS term as Chairman ended.

**COUNT I**

**RICO**

**(AS TO DEFENDANTS CYPRESS, MARTINEZ, HERNANDEZ, LEWIS, TEIN,  
LEWIS TEIN, P.L., AND MORGAN STANLEY)**

**ENTERPRISE**

18. Each Defendant is a person within the meaning of 18 U.S.C. § 1961(3).

19. Enterprise as referred to herein is a group of individuals associated in fact although not a legal entity.

20. The individuals associated in fact that comprise the Enterprise are Defendants CYPRESS, MARTINEZ, HERNANDEZ, LEWIS, TEIN, LEWIS TEIN, P.L., and MORGAN STANLEY.

21. Each of the Defendants named above are members of the Enterprise. The Defendants' actions were in concert form the Enterprise. Defendant LEWIS TEIN, P.L. is a member of the Enterprise, not the Enterprise itself.

22. Each Defendant is a liable person.

23. These Defendants associated with each other over the course of five years for the common purpose of money laundering, mail fraud, and engaging in monetary transactions in criminally derived property from the MICCOSUKEE TRIBE, in order to obtain large sums of money and additional benefits, including but not limited to continued employment and other substantial financial benefits.

24. Defendants CYPRESS, MARTINEZ, HERNANDEZ, LEWIS, TEIN, LEWIS TEIN, P.L., and MORGAN STANLEY engaged in a pattern of related and continuous predicate acts over a substantial, but closed period of time, which extended from 2005 until 2010. These acts of money laundering, mail fraud and engaging in monetary transactions in

criminally derived property by Defendants CYPRESS, MARTINEZ, HERNANDEZ, LEWIS, TEIN, LEWIS TEIN, P.L. and MORGAN STANLEY spanned from 2005 through and including January 2010 and amounted to a continued pattern of criminal activity.

25. Defendant CYPRESS, with the intention of perpetrating a scheme to enrich himself at the expense of the MICCOSUKEE TRIBE, arbitrarily recruited and maintained a group of individuals, which were strategically chosen based on their profession and skills to further and conceal the common purpose of the Enterprise.

26. Defendant CYPRESS continued to employ Defendants MARTINEZ and HERNANDEZ in order to facilitate the concealment of Defendant CYPRESS'S withdrawal of millions of dollars belonging to the MICCOSUKEE TRIBE, to receive financial advice regarding the investment of the unlawfully obtained proceeds, and for assistance in preparing income tax returns.

27. Defendant CYPRESS personally hired Defendants LEWIS and TEIN to represent him in his individual capacity in an ongoing United States Department of the Treasury, Internal Revenue Service (hereinafter, "IRS") investigation for tax evasion as a result of his unlawful diversion of funds belonging to MICCOSUKEE TRIBE as well as his habit of charging millions of dollars on personal expenses to charge cards issued by the MICCOSUKEE TRIBE.

28. Defendant CYPRESS arbitrarily and without proper approval from the MICCOSUKEE TRIBE, recruited Defendant LEWIS and Defendant TEIN to simultaneously represent him and the MICCOSUKEE TRIBE in legal matters.



- a. Defendant CYPRESS, Defendant LEHTINEN, Defendant LEWIS, and Defendant TEIN designed this dual representation scheme in order to use the legal rights and privileges of the MICCOSUKEE TRIBE to protect Defendant CYPRESS in his personal legal matters, to charge the legal fees and expenses of Defendant CYPRESS to the MICCOSUKEE TRIBE, and in the particular case of Defendant LEWIS and Defendant TEIN, to be able to kick back some of their inflated, excessive and fraudulently created legal fees to Defendant CYPRESS.

29. By crafting this dual representation, Defendants LEWIS, Defendant TEIN and Defendant CYPRESS created a money laundering/kickback scheme whereby Defendants LEWIS and TEIN would charge exorbitant fees for fictitious, unnecessary, inflated, substandard and exaggerated legal work to funnel a part thereof to Defendant CYPRESS as well as aid Defendant CYPRESS in concealing the withdrawal of millions of dollars belonging to the MICCOSUKEE TRIBE without the knowledge or consent of the MICCOSUKEE TRIBE.

30. In order to legitimize this money laundering/kickback scheme, Defendants LEWIS and TEIN used LEWIS TEIN, P.L., a professional association, created on March 29, 2005, just days before commencing their representation of the MICCOSUKEE TRIBE, for the main purpose of advancing and perfecting the plundering of the MICCOSUKEE TRIBE.

31. Defendant LEWIS and Defendant TEIN created LEWIS TEIN P.L. in order to justify additional legal fees, a portion of which would be kicked back to Defendant CYPRESS, by obtaining additional attorneys to bill the MICCOSUKEE TRIBE for fictitious and unnecessary legal services and to further the common purpose of the Enterprise.

32. Defendant CYPRESS chose Defendant MORGAN STANLEY as the financial institution to manage the MICCOSUKEE TRIBE's funds because Defendant MORGAN STANLEY through the actions of FINANCIAL ADVISOR ALEXANDER FERNANDEZ would allow suspicious financial transactions to take place without enforcing and complying with existing banking regulations and safeguards.

33. As the heads of the finance department, Defendants MARTINEZ and HERNANDEZ knowingly approved the invoices of Defendants LEWIS, TEIN, and LEWIS TEIN, P.L. containing exorbitant and fictitious legal fees, subject only to CYPRESS's final approval.

34. As the heads of the MICCOSUKEE TRIBE Finance Department, Defendants MARTINEZ and HERNANDEZ received the MORGAN STANLEY account statements containing the unauthorized withdrawals by Defendant CYPRESS and knowingly failed to notify the Miccosukee Business Council or the Miccosukee General Council about these unlawful transactions.

35. At all times material hereto, the Enterprise was engaged in, and its activities affected, interstate commerce through the following:

- a. The misappropriated funds were used for gambling and other expenses not only in Florida but also across state lines, namely in Mississippi, Nevada, Pennsylvania, Louisiana, New Mexico, North Carolina, New Jersey, Arizona.
- b. A flotilla of luxury vehicles purchased by Defendant CYPRESS for his personal use.

- c. Luxurious vacations and other expenses paid for by the MICCOSUKEE TRIBE without its knowledge and consent throughout and outside the United States.

### **DEFENDANT CYPRESS**

36. Defendant CYPRESS knowingly derived income through money laundering, mail fraud, and engaging in monetary transactions in criminally derived property, which he used in the operation of the Enterprise described above, which resulted in a loss of millions of dollars to the MICCOSUKEE TRIBE. These actions by Defendant CYPRESS are in direct violation of 18 U.S.C. § 1962(a).

37. Defendant CYPRESS knowingly derived income through money laundering, mail fraud, and engaging in monetary transactions in criminally derived property and maintained control of the Enterprise described above resulting in a loss of millions of dollars to the MICCOSUKEE TRIBE. These actions by Defendant CYPRESS are in direct violation of 18 U.S.C. § 1962(b).

38. Defendant CYPRESS knowingly derived income through money laundering, mail fraud, and engaging in monetary transactions in criminally derived property, and through those actions conducted the affairs of the Enterprise described above, which resulted in a loss of millions of dollars to the MICCOSUKEE TRIBE. These actions by Defendant CYPRESS are in direct violation of 18 U.S.C. § 1962(c).

### **VIOLATION OF 18 U.S.C. § 1956 BY DEFENDANT CYPRESS**

39. On April 2005, Defendant CYPRESS arbitrarily hired Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN, P.L.to represent him in personal legal

matters, including, but not limited to, a tax evasion investigation by the IRS for making unauthorized charges in the millions of dollars on charge cards issued by the MICCOSUKEE TRIBE for his own personal use.

40. Defendant CYPRESS hired Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN, P.L. arbitrarily and without the express knowledge of the governing body of the Miccosukee Government, at a rate that was three times higher than the rate of attorneys with more experience, prestige and expertise in the field for work that was substantially of less value and less professional demand.

41. Unbeknownst to the governing body of the MICCOSUKEE TRIBE, at the time of their hiring in 2005, Defendant CYPRESS, Defendant MARTINEZ, Defendant HERNANDEZ, Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN, P.L. designed, agreed, and implemented a secret scheme for their mutual benefit and to the detriment of the MICCOSUKEE TRIBE. This secret scheme was based on several components.

a. The first component of this secret scheme created in April of 2005, involved Defendant CYPRESS's failure to pay the legal fees for his representation.

b. In exchange, Defendant CYPRESS assigned to Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN, P.L. legal work that was arbitrarily created, fictitious and unnecessary, or sometimes combined with some limited legitimate legal work, under the guise that the work was for "a tribal purpose."

c. In return, Defendant LEWIS, Defendant TEIN and Defendant LEWIS TEIN, P.L. charged the MICCOSUKEE TRIBE unreasonable and excessive legal fees for work that they knew had been created, designed and arbitrarily approved by Defendant CYPRESS.

d. The second component of this secret scheme created in April of 2005, by Defendant CYPRESS, Defendant MARTINEZ, Defendant HERNANDEZ, Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN, P.L., was a plan under which Defendant CYPRESS would hand-pick Tribal Members who needed legal representation.

e. Defendant CYPRESS would then assign the Tribal Members' legal representation to Defendant LEWIS, Defendant TEIN, and LEWIS TEIN, P.L.

f. Defendant CYPRESS would represent to the Tribal Members that the legal representation would be paid for through "loans" provided by the MICCOSUKEE TRIBE to be paid at a later date by the Tribal Members.

g. As part of the scheme, Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN, P.L. would charge excessive and unreasonable legal fees for the representation of the individual Tribal Members.

h. Defendant CYPRESS, Defendant MARTINEZ, Defendant HERNANDEZ, Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN, P.L. knew that these "loans" charged against the MICCOSUKEE TRIBE were not authorized by the MICCOSUKEE TRIBE

and against the policies and procedures established by the MICCOSUKEE TRIBE, and that most of the named recipients of these “loans” were not aware or had not agreed to the amounts reflected on the invoices submitted by Defendants LEWIS and TEIN and arbitrarily approved by Defendant CYPRESS.”

i. The “loans” described above were never intended to be paid back to the MICCOSUKEE TRIBE.

j. Defendant CYPRESS, Defendant MARTINEZ, Defendant HERNANDEZ, Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN, P.L. knew that these “loans” were fictitious and that in practice they had only been created to justify the excessive and unreasonable legal fees authorized by Defendant CYPRESS, to be paid to Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN, P.L. from the funds of the MICCOSUKEE TRIBE.

k. From February 2008 through January 2010, Defendant CYPRESS with assistance from Defendant MARTINEZ, Defendant HERNANDEZ, Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN, P.L. allowed the MICCOSUKEE TRIBE to be charged millions of dollars in legal fees under the fictitious loans system created for the benefit of Defendant CYPRESS, Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN P.L.

1. The third component of this secret scheme created in April of 2005, by Defendant CYPRESS, Defendant MARTINEZ, Defendant HERNANDEZ, Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN, P.L. was a “kickback plan” under which Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN, P.L. would return some of their unreasonable and excessive legal fees, derived from the work arbitrarily assigned by Defendant CYPRESS, back to Defendant CYPRESS so he could support his gambling habit, invest in real estate, purchase luxury vehicles, and make some payments on his personal expenses, including a small fraction of the millions of dollars for personal expenses that he had charged on several charge cards issued by the MICCOSUKEE TRIBE.

*i.* Real Estate acquired by Defendant CYPRESS with the proceeds of this unlawful activity include:

1. A property located at Unit 303, Marina Landing 2975/1374, 6422 Highway 98 West, Panama City Beach, Florida 32407, purchased on October 5, 2009, in the amount of **\$399,000.00**;
2. A property located at Unit 301, Marina Landing 2975/1374, 6422 Highway 98 West, Panama City Beach, Florida 32407, purchased on October 5, 2009, in the amount of **\$499,000.00**;

3. A property located at L29 Reserve On the Bay Phase I, 3203 Preserve Trail, Panama City Beach, Florida 32408, purchased on April 27, 2009, in the amount of **\$250,000.00**;
4. A property located at 2136 S.W. 156 Street, Miami, Florida, 33185, purchased on February 2009, in the amount of **\$279,000.00**;
5. A property located at 15440 S.W. 10 Street, Miami, Florida 33185, purchased on February 2009, in the amount of **\$305,000.00**;
6. A property located at 11352 S.W. 243 Terrace Miami, Florida 33032, purchased on June 2006, in the amount of **\$407,390.00**;
7. A property located at 15207 S.W. 14 Street Miami, Florida, 33194, purchased on May 2005, in the amount of **\$429,315.00**;
8. A property located at 15220 S.W. 10 Street, Miami, Florida 33194, purchased on May 2005, in the amount of **\$363,190.00**;
9. A property located at 15211 S.W. 15 Way Miami, Florida 33194, purchased on May 2005, in the amount of **\$435,112.00**,
10. A property located at 1662 S.W. 154 Avenue, Miami, Florida, 33185, upon which a **\$297,300.00** mortgage was satisfied on July 3, 2008;
11. A property located at 15475 S.W. 16 Lane, Miami, Florida 33185, upon which a **\$249,990.00** mortgage was satisfied on January 7, 2009.



*ii.* Luxury automobiles acquired by Defendant CYPRESS with the proceeds of this unlawful activity:

1. 2010 Mercedes Benz, S-Class S65 AMG
2. 2009 BMW, X5
3. 2009 Ford Mustang Shelby GT 500
4. 2009 Chevy Corvette ZR1
5. 2009 Ford Mustang GT
6. 2008 Ford Expedition Limited
7. 2007 Ford F-150 King Ranch
8. 2006 Mercedes-Benz S-Class S65

*m.* From April 7, 2006 to January 13, 2010, Defendant CYPRESS with assistance from Defendant MARTINEZ, Defendant HERNANDEZ, Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN, P.L., made disproportionate large payments, including substantial cash payments, on some of his personal loans.

*n.* The dates of Defendant CYPRESS's substantial deposits and acquisition of real estate and luxury vehicles coincides with the dates and billing cycles from the fraudulent invoices submitted by Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN, P.L. to the MICCOSUKEE TRIBE for work arbitrarily created, approved and reviewed by Defendant CYPRESS.

42. Defendant CYPRESS purchased the above described property knowing that the funds used for these purchases were from the proceeds of unlawful activity in order to conceal the nature, source, and ownership of the funds in violation of 18 U.S.C. § 1956(a)(1)(B)(i). Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN, P.L., knowingly and willfully assisted Defendant CYPRESS in the acquisition, concealment and investment of these proceeds as part of their legal representation of Defendant CYPRESS.

43. Defendant CYPRESS purchased the above described property knowing that the funds used for these purchases were from the proceeds of unlawful activity with the intent to engage in conduct which constitutes a violation of 26 U.S.C § 7206 because with the advice and assistance of Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN, P.L. he filed false federal tax returns wherein he knowingly failed to report the unlawfully obtained income in violation of 18 U.S.C. § 1956(a)(1)(A)(ii).

**VIOLATION OF 18 U.S.C. § 1957 BY DEFENDANT CYPRESS**

44. Defendant CYPRESS knowingly engaged in a pattern of monetary transactions in criminally derived property of a value greater than \$10,000 which was derived from specified unlawful activity in violation of 18 U.S.C. § 1957(a).

45. Specifically, Defendant CYPRESS withdrew from five (5) Financial Management Accounts (hereinafter, "FMA") drawing on the MICCOSUKEE TRIBE's Morgan Stanley Investment Account #XXX-XXXXX-13-140 at the following locations:

<b>January-06</b>	
<b>Location</b>	<b>Amount</b>
Golden Moon Casino, Choctaw	5,119.99
MGM Grand, Las Vegas	5,150.00
MGM Grand, Las Vegas	5,150.00
MGM Grand, Las Vegas	5,150.00
MGM Grand, Las Vegas	5,150.00
MGM Grand, Las Vegas	5,150.00
MGM Grand, Las Vegas	5,150.00
MGM Grand, Las Vegas	5,150.00
<b>Total:</b> <b>\$ 41,169.99</b>	
<b>April-06</b>	
<b>Location</b>	<b>Amount</b>
Seminole Hard Rock, Hollywood	2,140.00
Seminole Hard Rock, Hollywood	5,350.00
<b>Total:</b> <b>\$ 7,490.00</b>	
<b>May-06</b>	
<b>Location</b>	<b>Amount</b>
Seminole Hard Rock, Hollywood	5,350.00
MGM Grand, Las Vegas	5,150.00
MGM Grand, Las Vegas	5,150.00
MGM Grand, Las Vegas	5,150.00
MGM Grand, Las Vegas	5,150.00
MGM Grand, Las Vegas	5,150.00
Bellagio, Las Vegas	5,150.00
MGM Grand, Las Vegas	5,150.00
MGM Grand, Las Vegas	5,150.00
MGM Grand, Las Vegas	5,150.00
Bellagio, Las Vegas	5,150.00
Bellagio, Las Vegas	5,150.00
MGM Grand, Las Vegas	5,150.00
New York New York, Las Vegas	5,150.00
MGM Grand, Las Vegas	5,150.00
MGM Grand, Las Vegas	5,150.00
MGM Grand, Las Vegas	5,150.00
MGM Grand, Las Vegas	5,150.00
MGM Grand, Las Vegas	5,150.00
MGM Grand, Las Vegas	5,150.00
MGM Grand, Las Vegas	5,150.00

MGM Grand, Las Vegas	5,150.00
MGM Grand, Las Vegas	5,150.00
MGM Grand, Las Vegas	5,150.00
<b>Total:</b> <b>\$123,800.00</b>	
<b>June-06</b>	
<b>Location</b>	<b>Amount</b>
Game Cash Withdrawal, Albuquerque	797.99
<b>Total:</b> <b>\$ 797.99</b>	
<b>July-06</b>	
<b>Location</b>	<b>Amount</b>
Golden Moon Casino, Philadelphia	5,119.99
Silver Star, Philadelphia	1,049.99
Golden Moon Casino, Philadelphia	5,119.99
<b>Total:</b> <b>\$11,289.97</b>	
<b>September-06</b>	
<b>Location</b>	<b>Amount</b>
Seminole Hard Rock, Hollywood	5,350.00
Seminole Hard Rock, Hollywood	2,140.00
<b>Total:</b> <b>\$ 7,490.00</b>	
<b>October-06</b>	
<b>Location</b>	<b>Amount</b>
Golden Moon Casino, Philadelphia	5,119.99
Golden Moon Casino, Philadelphia	5,119.99
Golden Moon Casino, Philadelphia	5,119.99
Golden Moon Casino, Philadelphia	5,119.99
Beau Rivage, Biloxi	5,350.00
Beau Rivage, Biloxi	535.00
Beau Rivage, Biloxi	5,350.00
<b>Total:</b> <b>\$ 31,714.96</b>	
<b>November-06</b>	
<b>Location</b>	<b>Amount</b>
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	5,150.00

MGM Grand, Las Vegas	5,150.00
<b>Total:</b> <b>\$30,900.00</b>	
<b>December-06</b>	
<b>Location</b>	<b>Amount</b>
Beau Rivage, Biloxi	5,350.00
Beau Rivage, Biloxi	5,350.00
Beau Rivage, Biloxi	5,350.00
Beau Rivage, Biloxi	5,350.00
<b>Total:</b> <b>\$ 21,400.00</b>	
<b>January-07</b>	
<b>Location</b>	<b>Amount</b>
Beau Rivage, Biloxi	5,350.00
Beau Rivage, Biloxi	5,350.00
Beau Rivage, Biloxi	5,350.00
Beau Rivage, Biloxi	5,350.00
<b>Total:</b> <b>\$21,400.00</b>	
<b>February-07</b>	
<b>Location</b>	<b>Amount</b>
Miccosukee, Miami	5,110.99
Beau Rivage, Biloxi	5,350.00
Beau Rivage, Biloxi	5,350.00
Beau Rivage, Biloxi	5,350.00
Beau Rivage, Biloxi	5,350.00
Beau Rivage, Biloxi	5,350.00
Miccosukee, Miami	5,110.99
GCA, Nassau	5,277.50
GCA, Nassau	5,277.50
GCA, Nassau	10,552.50
Miccosukee, Miami	5,110.99
Miccosukee, Miami	5,110.99
<b>Total:</b> <b>\$68,301.46</b>	
<b>March-07</b>	
<b>Location</b>	<b>Amount</b>
Miccosukee, Miami	5,110.99
MGM Grand, Las Vegas	5,150.00

MGM Grand, Las Vegas	5,150.00
MGM Grand, Las Vegas	10,300.00
Mirage, Las Vegas	5,150.00
MGM Grand, Las Vegas	5,150.00
MGM Grand, Las Vegas	5,150.00
MGM Grand, Las Vegas	5,150.00
MGM Grand, Las Vegas	5,150.00
Miccosukee, Miami	5,110.99
Miccosukee, Miami	5,110.99
Miccosukee, Miami	5,110.99
Miccosukee, Miami	5,110.99
Miccosukee, Miami	5,110.99
Miccosukee, Miami	5,110.99
Miccosukee, Miami	5,110.99
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	5,150.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	5,150.00
Miccosukee, Miami	5,110.99
MGM Grand, Las Vegas	5,150.00
MGM Grand, Las Vegas	5,150.00
MGM Grand, Las Vegas	10,300.00
Bellagio, Las Vegas	5,150.00
MGM Grand, Las Vegas	5,150.00
MGM Grand, Las Vegas	5,150.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
<b>Total:</b>	
<b>\$200,498.91</b>	
<b>April-07</b>	
<b>Location</b>	<b>Amount</b>
Miccosukee, Miami	5,110.99
Miccosukee, Miami	5,110.99
Miccosukee, Miami	5,110.99
Beau Rivage, Biloxi	10,700.00
Beau Rivage, Biloxi	5,350.00
Beau Rivage, Biloxi	10,700.00
Beau Rivage, Biloxi	5,350.00
Beau Rivage, Biloxi	10,700.00

Beau Rivage, Biloxi	10,700.00
Beau Rivage, Biloxi	5,350.00
Miccosukee, Miami	5,110.99
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
Miccosukee, Miami	5,110.99
Miccosukee, Miami	5,110.99
<b>Total:</b> <b>\$110,115.94</b>	
<b>May-07</b>	
<b>Location</b>	<b>Amount</b>
Seminole Hard Rock, Hollywood	2,140.00
Seminole Hard Rock, Hollywood	2,140.00
Golden Moon Casino, Philadelphia	10,500.00
Golden Moon Casino, Philadelphia	10,500.00
Golden Moon Casino, Philadelphia	10,500.00
Golden Moon Casino, Philadelphia	10,500.00
Golden Moon Casino, Philadelphia	10,500.00
Golden Moon Casino, Philadelphia	10,500.00
Golden Moon Casino, Philadelphia	10,500.00
Golden Moon Casino, Philadelphia	10,500.00
Golden Moon Casino, Philadelphia	10,500.00
Miccosukee, Miami	5,110.99
Miccosukee, Miami	5,110.99
Beau Rivage, Biloxi	5,350.00
Beau Rivage, Biloxi	10,700.00
Beau Rivage, Biloxi	10,700.00
Beau Rivage, Biloxi	5,350.00
Beau Rivage, Biloxi	10,700.00
Beau Rivage, Biloxi	10,700.00
Beau Rivage, Biloxi	10,700.00
Beau Rivage, Biloxi	10,700.00
<b>Total:</b> <b>\$173,401.98</b>	
<b>June-07</b>	
<b>Location</b>	<b>Amount</b>
Miccosukee, Miami	5,110.99
Wynn, Las Vegas	10,350.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	5,150.00

MGM Grand, Las Vegas	5,150.00
MGM Grand, Las Vegas	10,300.00
Wynn, Las Vegas	10,350.00
Wynn, Las Vegas	10,350.00
Wynn, Las Vegas	10,350.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
Wynn, Las Vegas	10,350.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	5,150.00
Miccosukee, Miami	5,110.99
Miccosukee, Miami	5,110.99
<b>Total:</b>	
<b>\$144,332.97</b>	
<b>July-07</b>	
<b>Location</b>	<b>Amount</b>
Golden Moon Casino, Philadelphia	10,500.00
Golden Moon Casino, Philadelphia	10,500.00
Miccosukee, Miami	5,110.99
<b>Total:</b>	
<b>\$ 26,110.99</b>	
<b>August-07</b>	
<b>Location</b>	<b>Amount</b>
Seminole Hard Rock, Hollywood	2,140.00
Miccosukee, Miami	5,110.99
Beau Rivage, Biloxi	10,700.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
Beau Rivage, Biloxi	10,700.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	15,450.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	5,150.00
MGM Grand, Las Vegas	10,300.00







MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
Seminole Hard Rock, Hollywood	5,350.00
Seminole Hard Rock, Hollywood	5,350.00
Beau Rivage, Biloxi	10,700.00
Beau Rivage, Biloxi	10,700.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	5,150.00
MGM Grand, Las Vegas	5,150.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	15,450.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	5,150.00
MGM Grand, Las Vegas	10,300.00
<b>Total:</b> <b>\$464,010.00</b>	
<b>December-07</b>	
<b>Location</b>	<b>Amount</b>
Seminole Hard Rock, Hollywood	5,350.00
Seminole Hard Rock, Hollywood	5,350.00
Seminole Hard Rock, Hollywood	5,350.00
Seminole Hard Rock, Hollywood	5,350.00
Seminole Hard Rock, Hollywood	5,350.00
Seminole Hard Rock, Hollywood	5,350.00
Seminole Hard Rock, Hollywood	5,350.00
Seminole Hard Rock, Hollywood	5,350.00

Seminole Hard Rock, Hollywood	5,350.00
Seminole Hard Rock, Hollywood	5,350.00
<b>Total:</b> <b>\$48,150.00</b>	
<b>January-08</b>	
<b>Location</b>	<b>Amount</b>
Seminole Hard Rock, Hollywood	5,350.00
Seminole Hard Rock, Hollywood	5,350.00
Beau Rivage, Biloxi	10,700.00
Beau Rivage, Biloxi	10,700.00
Beau Rivage, Biloxi	10,700.00
Seminole Hard Rock, Hollywood	6,420.00
Seminole Hard Rock, Hollywood	5,350.00
Seminole Hard Rock, Hollywood	5,350.00
Seminole Hard Rock, Hollywood	5,350.00
Seminole Hard Rock, Hollywood	5,350.00
Seminole Hard Rock, Hollywood	5,350.00
Seminole Hard Rock, Hollywood	5,350.00
<b>Total:</b> <b>\$81,320.00</b>	
<b>February-08</b>	
<b>Location</b>	<b>Amount</b>
Golden Moon, Philadelphia	10,500.00
Golden Moon, Philadelphia	10,500.00
Golden Moon, Philadelphia	10,500.00
Siler Star, Philadelphia	10,500.00
Golden Moon, Philadelphia	10,500.00
Golden Moon, Philadelphia	10,500.00
Beau Rivage, Biloxi	10,700.00
Beau Rivage, Biloxi	10,700.00
Beau Rivage, Biloxi	10,700.00
Beau Rivage, Biloxi	10,700.00
<b>Total:</b> <b>\$105,800.00</b>	
<b>March-08</b>	
<b>Location</b>	<b>Amount</b>
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00



Seminole Hard Rock, Hollywood	10,700.00
Seminole Hard Rock, Hollywood	10,700.00
Seminole Hard Rock, Hollywood	10,700.00
Seminole Hard Rock, Hollywood	10,700.00
Seminole Hard Rock, Hollywood	10,700.00
Seminole Hard Rock, Hollywood	10,700.00
Seminole Hard Rock, Hollywood	10,700.00
Seminole Hard Rock, Hollywood	10,700.00
Seminole Hard Rock, Hollywood	10,700.00
Seminole Hard Rock, Hollywood	10,700.00
Beau Rivage, Biloxi	10,700.00
Beau Rivage, Biloxi	10,700.00
Beau Rivage, Biloxi	10,700.00
Beau Rivage, Biloxi	10,700.00
Beau Rivage, Biloxi	10,700.00
<b>Total:</b> <b>\$578,700.00</b>	
<b>April-08</b>	
<b>Location</b>	<b>Amount</b>
Seminole Hard Rock, Hollywood	10,700.00
Seminole Hard Rock, Hollywood	10,700.00
Seminole Hard Rock, Hollywood	10,700.00
Seminole Hard Rock, Hollywood	10,700.00
Seminole Hard Rock, Hollywood	10,700.00
Seminole Hard Rock, Hollywood	10,700.00
Seminole Hard Rock, Hollywood	10,750.00
Seminole Hard Rock, Hollywood	10,750.00
Seminole Hard Rock, Hollywood	5,375.00
Seminole Hard Rock, Hollywood	10,750.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
Wynn, Las Vegas	10,350.00
MGM Grand, Las Vegas	15,450.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00

MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	5,150.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	5,150.00
Seminole Hard Rock, Hollywood	10,750.00
Seminole Hard Rock, Hollywood	10,750.00
Seminole Hard Rock, Hollywood	10,750.00
Seminole Hard Rock, Hollywood	10,750.00
Seminole Hard Rock, Hollywood	10,750.00
Seminole Hard Rock, Hollywood	10,750.00
Seminole Hard Rock, Hollywood	10,750.00
Seminole Hard Rock, Hollywood	10,750.00
Seminole Hard Rock, Hollywood	10,750.00
Seminole Hard Rock, Hollywood	5,375.00
Seminole Hard Rock, Hollywood	10,750.00
Seminole Hard Rock, Hollywood	10,750.00
Seminole Hard Rock, Hollywood	10,750.00
Seminole Hard Rock, Hollywood	10,750.00
Seminole Hard Rock, Hollywood	3,225.00
Seminole Hard Rock, Hollywood	10,750.00
Seminole Hard Rock, Hollywood	10,750.00
Seminole Hard Rock, Hollywood	10,750.00
Seminole Hard Rock, Hollywood	10,750.00
Seminole Hard Rock, Hollywood	10,750.00
Seminole Hard Rock, Hollywood	10,750.00
Seminole Hard Rock, Hollywood	10,750.00
<b>Total:</b>	
<b>\$556,775.00</b>	
<b>May-08</b>	
<b>Location</b>	<b>Amount</b>
Seminole Hard Rock, Hollywood	10,750.00
Seminole Hard Rock, Hollywood	10,750.00
Seminole Hard Rock, Hollywood	10,750.00
Beau Rivage, Biloxi	10,700.00
Beau Rivage, Biloxi	10,700.00







MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
Seminole Hard Rock, Hollywood	10,750.00
Seminole Hard Rock, Hollywood	10,750.00
Seminole Hard Rock, Hollywood	10,750.00
Seminole Hard Rock, Hollywood	10,750.00
<b>Total:</b>	
<b>\$ 525,150.00</b>	
<b>July-08</b>	
<b>Location</b>	<b>Amount</b>
Golden Moon, Philadelphia	10,500.00
Golden Moon, Philadelphia	10,500.00
Golden Moon, Philadelphia	10,500.00
Golden Moon, Philadelphia	10,500.00
Golden Moon, Philadelphia	10,500.00
Golden Moon, Philadelphia	10,500.00
Seminole Hard Rock, Hollywood	10,750.00
Seminole Hard Rock, Hollywood	10,750.00
Seminole Hard Rock, Hollywood	10,750.00
Seminole Hard Rock, Hollywood	10,750.00
Seminole Hard Rock, Hollywood	16,125.00
Seminole Hard Rock, Hollywood	10,750.00
Seminole Hard Rock, Hollywood	10,750.00
Seminole Hard Rock, Hollywood	10,750.00
Seminole Hard Rock, Hollywood	10,750.00
Seminole Hard Rock, Hollywood	10,750.00
Seminole Hard Rock, Hollywood	10,750.00
Seminole Hard Rock, Hollywood	16,125.00
<b>Total:</b>	
<b>\$192,000.00</b>	
<b>August-08</b>	
<b>Location</b>	<b>Amount</b>
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00

MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	12,360.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	1,056.50
MGM Grand, Las Vegas	9,270.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
Miccosukee, Miami	5,110.99
Miccosukee, Miami	5,110.99
Beau Rivage, Biloxi	10,700.00
Beau Rivage, Biloxi	10,700.00
Beau Rivage, Biloxi	10,700.00
<b>Total:</b>	
<b>\$ 271,008.48</b>	
<b>September-08</b>	
<b>Location</b>	<b>Amount</b>
Beau Rivage, Biloxi	10,700.00
Beau Rivage, Biloxi	10,700.00
Hard Rock, Biloxi	10,700.00
Beau Rivage, Biloxi	10,700.00
Hard Rock, Biloxi	10,700.00
Beau Rivage, Biloxi	10,700.00
Beau Rivage, Biloxi	10,700.00
Beau Rivage, Biloxi	10,700.00
Hard Rock, Biloxi	10,700.00
Miccosukee, Miami	5,110.99
Gold Strike Casino, Tunica Resort	8,240.00
Gold Strike Casino, Tunica Resort	3,108.99
Gold Strike Casino, Tunica Resort	3,108.99
Gold Strike Casino, Tunica Resort	8,240.00

<b>Total:</b>	
<b>\$ 124,108.97</b>	
<b>October-08</b>	
<b>Location</b>	<b>Amount</b>
Seminole Hard Rock, Hollywood	10,750.00
New York New York, Las Vegas	10,300.00
New York New York, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	15,450.00
MGM Grand, Las Vegas	15,450.00
New York New York, Las Vegas	10,300.00
Miccosukee, Miami	5,110.99
<b>Total:</b>	
<b>\$149,760.99</b>	
<b>November-08</b>	
<b>Location</b>	<b>Amount</b>
Miccosukee, Miami	5,110.99
Beau Rivage, Biloxi	10,700.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	15,450.00
MGM Grand, Las Vegas	10,300.00





MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
Beau Rivage, Biloxi	10,700.00
Beau Rivage, Biloxi	10,700.00
Beau Rivage, Biloxi	10,700.00
Beau Rivage, Biloxi	10,700.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	5,150.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
<b>Total:</b> <b>\$765,400.00</b>	
<b>January-09</b>	
<b>Location</b>	<b>Amount</b>
Miccosukee, Miami	5,110.99
MGM Grand, Las Vegas	15,450.00
MGM Grand, Las Vegas	5,150.00
MGM Grand, Las Vegas	15,450.00
MGM Grand, Las Vegas	15,450.00
MGM Grand, Las Vegas	15,450.00
MGM Grand, Las Vegas	15,450.00
MGM Grand, Las Vegas	15,450.00
MGM Grand, Las Vegas	15,450.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00

MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	15,450.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	5,150.00
<b>Total:</b> <b>\$ 298,660.99</b>	
<b>February-09</b>	
<b>Location</b>	<b>Amount</b>
MGM Grand, Las Vegas	5,150.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	15,450.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	5,150.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	5,150.00
MGM Grand, Las Vegas	15,450.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	5,150.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	5,150.00
Beau Rivage, Biloxi	10,700.00





MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	1,056.50
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	9,270.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	5,150.00
MGM Grand, Las Vegas	15,450.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	5,150.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	2,608.00
MGM Grand, Las Vegas	5,150.00
MGM Grand, Las Vegas	5,150.00
MGM Grand, Las Vegas	2,608.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	5,150.00
MGM Grand, Las Vegas	5,150.00
MGM Grand, Las Vegas	2,608.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	15,450.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00





MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	15,450.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	15,450.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
<b>Total:</b> <b>\$ 1,434,400.50</b>	
<b>April-09</b>	
<b>Location</b>	<b>Amount</b>
Miccosukee, Miami	5,150.00
Miccosukee, Miami	5,150.00
Miccosukee, Miami	5,150.00
Miccosukee, Miami	5,110.99
Beau Rivage, Biloxi	10,700.00
Beau Rivage, Biloxi	10,700.00
Beau Rivage, Biloxi	10,700.00
<b>Total:</b> <b>\$ 52,660.99</b>	
<b>May-09</b>	
<b>Location</b>	<b>Amount</b>
Paragon #2, Marksville	3,225.99
Paragon #2, Marksville	3,225.99
Paragon #2, Marksville	3,225.99
Paragon #2, Marksville	3,225.99
Paragon #2, Marksville	3,225.99
Paragon #2, Marksville	3,225.99
Paragon #2, Marksville	3,225.99



MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	15,450.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	5,150.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	5,150.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	15,450.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	5,150.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	15,450.00
MGM Grand, Las Vegas	5,150.00
MGM Grand, Las Vegas	10,300.00
<b>Total:</b> <b>\$ 615,511.88</b>	
<b>June-09</b>	
<b>Location</b>	<b>Amount</b>
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	5,150.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	5,150.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	5,150.00
MGM Grand, Las Vegas	5,150.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	5,150.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	15,450.00

MGM Grand, Las Vegas	5,150.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
Miccosukee, Miami	5,110.99
Venetian, Las Vegas	10,290.00
Venetian, Las Vegas	10,290.00
Wynn, Las Vegas	10,350.00
Wynn, Las Vegas	10,350.00
Venetian, Las Vegas	10,290.00
Venetian, Las Vegas	10,290.00
Venetian, Las Vegas	10,290.00
Venetian, Las Vegas	10,290.00
Venetian, Las Vegas	10,290.00
Venetian, Las Vegas	10,290.00
Venetian, Las Vegas	10,290.00
Venetian, Las Vegas	10,290.00
Venetian, Las Vegas	10,290.00
Venetian, Las Vegas	20,580.00
Venetian, Las Vegas	20,580.00
MGM Grand, Las Vegas	56,650.00
Venetian, Las Vegas	10,290.00
MGM Grand, Las Vegas	15,450.00
MGM Grand, Las Vegas	15,450.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	15,450.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
<b>Total:</b> <b>\$504,610.99</b>	
<b>July-09</b>	
<b>Location</b>	<b>Amount</b>
Miccosukee, Miami	5,110.99
Miccosukee, Miami	5,110.99
Beau Rivage, Biloxi	10,700.00
Beau Rivage, Biloxi	10,700.00
Beau Rivage, Biloxi	10,700.00
Harrahs, New Orleans	10,400.00
Harrahs, New Orleans	10,400.00
Harrahs, New Orleans	10,400.00
Harrahs, New Orleans	10,400.00



Harrahs, New Orleans	10,400.00
Harrahs, New Orleans	10,400.00
Harrahs, New Orleans	10,400.00
Miccosukee, Miami	5,110.99
<b>Total:</b> <b>\$ 120,232.97</b>	
<b>August-09</b>	
<b>Location</b>	<b>Amount</b>
Miccosukee, Miami	5,110.99
Beau Rivage, Biloxi	10,700.00
Beau Rivage, Biloxi	10,700.00
Beau Rivage, Biloxi	10,700.00
Beau Rivage, Biloxi	10,700.00
Beau Rivage, Biloxi	10,700.00
Beau Rivage, Biloxi	10,700.00
Beau Rivage, Biloxi	10,700.00
Beau Rivage, Biloxi	10,700.00
Beau Rivage, Biloxi	10,700.00
Beau Rivage, Biloxi	10,700.00
Beau Rivage, Biloxi	10,700.00
Beau Rivage, Biloxi	10,700.00
Seminole Hard Rock, Hollywood	10,750.00
Seminole Hard Rock, Hollywood	10,750.00
Miccosukee, Miami	5,110.99
Beau Rivage, Biloxi	10,700.00
Beau Rivage, Biloxi	10,700.00
Beau Rivage, Biloxi	10,700.00
Beau Rivage, Biloxi	10,700.00
Seminole Hard Rock, Hollywood	10,750.00
Seminole Hard Rock, Hollywood	10,750.00
Miccosukee, Miami	5,110.99
Miccosukee, Miami	5,110.99
Miccosukee, Miami	5,110.99
Seminole Hard Rock, Hollywood	10,750.00
Miccosukee, Miami	5,110.99
Seminole Hard Rock, Hollywood	10,750.00
Seminole Hard Rock, Hollywood	10,750.00
<b>Total:</b> <b>\$ 266,415.94</b>	
<b>September-09</b>	
Location	Amount

Seminole Hard Rock, Hollywood	10,750.00
Miccosukee, Miami	5,110.99
Beau Rivage, Biloxi	10,700.00
Beau Rivage, Biloxi	10,700.00
Beau Rivage, Biloxi	10,700.00
Beau Rivage, Biloxi	10,700.00
Beau Rivage, Biloxi	10,700.00
Beau Rivage, Biloxi	10,700.00
Beau Rivage, Biloxi	10,700.00
Beau Rivage, Biloxi	10,700.00
Beau Rivage, Biloxi	10,700.00
Beau Rivage, Biloxi	10,700.00
Beau Rivage, Biloxi	10,700.00
Miccosukee, Miami	5,110.99
Seminole Hard Rock, Hollywood	10,750.00
Seminole Hard Rock, Hollywood	10,750.00
Seminole Hard Rock, Hollywood	10,750.00
Seminole Hard Rock, Hollywood	10,750.00
Seminole Hard Rock, Hollywood	10,750.00
Miccosukee, Miami	5,110.99
Seminole Hard Rock, Hollywood	10,750.00
<b>Total:</b>	
<b>\$ 208,282.97</b>	
<b>October-09</b>	
<b>Location</b>	<b>Amount</b>
Miccosukee, Miami	5,110.99
Seminole Hard Rock, Hollywood	10,750.00
Seminole Hard Rock, Hollywood	10,750.00
Seminole Hard Rock, Hollywood	10,750.00
Seminole Hard Rock, Hollywood	10,750.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00



Seminole Hard Rock, Hollywood	10,750.00
Miccosukee, Miami	5,110.99
Beau Rivage, Biloxi	10,700.00
Beau Rivage, Biloxi	10,700.00
Beau Rivage, Biloxi	10,700.00
Beau Rivage, Biloxi	10,700.00
Seminole Hard Rock, Hollywood	10,750.00
Seminole Hard Rock, Hollywood	10,750.00
Seminole Hard Rock, Hollywood	10,750.00
Seminole Hard Rock, Hollywood	10,750.00
Seminole Hard Rock, Hollywood	10,750.00
Seminole Hard Rock, Hollywood	10,750.00
Seminole Hard Rock, Hollywood	10,750.00
Seminole Hard Rock, Hollywood	10,750.00
Seminole Hard Rock, Hollywood	10,750.00
Seminole Hard Rock, Hollywood	10,750.00
Seminole Hard Rock, Hollywood	10,750.00
Seminole Hard Rock, Hollywood	10,750.00
Seminole Hard Rock, Hollywood	10,750.00
Seminole Hard Rock, Hollywood	10,750.00
<b>Total:</b>	
<b>\$ 767,004.95</b>	
<b>November-09</b>	
<b>Location</b>	<b>Amount</b>
Seminole Hard Rock, Hollywood	10,750.00
Seminole Hard Rock, Hollywood	10,750.00
Seminole Hard Rock, Hollywood	16,125.00
Seminole Hard Rock, Hollywood	10,750.00
Seminole Hard Rock, Hollywood	10,750.00
Seminole Hard Rock, Hollywood	10,750.00
Miccosukee, Miami	5,110.99
<b>Total:</b>	
<b>\$ 74,985.99</b>	
<b>December-09</b>	
<b>Location</b>	<b>Amount</b>
MGM Grand, Las Vegas	5,150.00
MGM Grand, Las Vegas	5,150.00
MGM Grand, Las Vegas	4,650.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	7,725.00
MGM Grand, Las Vegas	7,725.00

MGM Grand, Las Vegas	5,150.00
MGM Grand, Las Vegas	15,450.00
MGM Grand, Las Vegas	15,450.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	10,300.00
MGM Grand, Las Vegas	7,725.00
MGM Grand, Las Vegas	7,725.00
MGM Grand, Las Vegas	15,450.00
<b>Total:</b>	
<b>\$ 128,250.00</b>	

46. All of the above ATM withdrawals were made at casinos, including the MGM Grand Hotel & Casino and the Mirage Casino in Las Vegas, Nevada, and the Seminole Hard Rock Casino in Hollywood, Florida.

47. **The total amount of funds withdrawn from ATMs for the years 2006 through and including 2009 by Defendant CYPRESS, and possibly others, is ELEVEN MILLION, FIVE HUNDRED EIGHT THOUSAND, THREE HUNDRED FOUR DOLLARS, AND SEVENTY-ONE CENTS (\$11,508,304.71).**

48. Additionally, Defendant CYPRESS charged several American Express charge cards that had as collateral the funds in the Morgan Stanley Investment Account of the MICCOSUKEE TRIBE for fine dining, jewelry, luxury clothing, and other items for his personal benefit and use, and the possible personal benefit and use of others. These charges were as follows:

<b>Charge Card No.</b>	<b>Years</b>	<b>Items</b>	<b>Total</b>
6-36005	July 2004- November 2007	Food, Beverages, Jewelry, & personal expenses	\$234,329.40
9-02001	July 2008- July 2009	Food & Beverages	\$308,768.80
9-02001	July 2008- July 2009	Art	\$40,000.00
9-02001	July 2008- July 2009	Jewelry	\$1,285,286.42

9-02001	July 2008- July 2009	Clothing	\$308,122.43
9-02001	July 2008- July 2009	Women's Clothing	\$19,464.26
9-02001	July 2008- July 2009	Other Personal Expenses	\$177,693.86
9-03009	September 2009- December 2009	Food & Beverages	\$34,092.30
9-03009	September 2009-December 2009	Jewelry	\$293,397.88
9-03009	September 2009- December 2009	Clothing	\$113,171.00
9-03009	September 2009- December 2009	Lodging	\$147,163.00
9-03009	September 2009- December 2009	Gambling	\$77,309.71

49. The total amount of unauthorized charges by Defendant CYPRESS to these charge cards is **THREE MILLION, THIRTY-EIGHT THOUSAND, SEVEN HUNDRED NINETY-NINE DOLLARS, AND SIX CENTS (\$3,038,799.06)**.

**VIOLATION OF 18 U.S.C. § 1341 BY DEFENDANT CYPRESS**

50. As part of the kickback scheme described above, Defendant CYPRESS caused to be deposited by Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN, P.L. through the use of the mail, fraudulent invoices for legal work billed to the MICCOSUKEE TRIBE from May 19, 2005 to August 3, 2010 for a total of ten million nine hundred seventeen thousand seven hundred fifty-two dollars and one cent (\$10,917,752.01).

51. These monthly invoices were sent through the mail to Defendant CYPRESS who arbitrarily reviewed and approved them.

52. The payment of these fraudulent monthly invoices, reviewed and approved by Defendant CYPRESS, was sent through the mail to Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN, P.L.

53. Defendant CYPRESS received these invoices through the use of the mail from Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN, P.L., for matters that in part included their representation of Defendant CYPRESS on a criminal charge for Driving Under the Influence involving an accident that occurred while outside the scope of his employment and not within his capacity as an elected official of the MICCOSUKEE TRIBE, as well as for representation in a civil lawsuit stemming from the same accident, for a total of **two thousand seven hundred four hours and five seconds (2,704.05)** at a cost of **one million sixty-seven thousand five hundred fifty-seven dollars and forty cents (\$1,067,557.40)**. See D.E. No. 66 at 4 (where Defendants LEWIS, TEIN, and LEWIS TEIN, P.L. admit that “the firm's invoices for these services were mailed out on a monthly basis”).

54. The following is a listing of the dates of the invoices and the dates of payment issued, and sent through the mail to Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN, P.L. for the invoices containing fictitious, exaggerated, improperly created, and unnecessary legal work which were reviewed and approved by Defendant CYPRESS. Upon information and belief, these invoices were mailed on or about the dates reflected on the invoices.

<b>Invoice Number</b>	<b>Date of Invoice</b>	<b>Date of Payment</b>
6	05/02/05	05/19/05
7	05/02/05	05/19/05
8	05/02/05	05/19/05

33	05/31/05	06/21/05
32	05/31/05	06/21/05
31	05/31/05	06/21/05
65	06/30/05	07/08/05
66	06/30/05	07/08/05
67	06/30/05	07/08/05
68	06/30/05	07/08/05
122	07/31/05	08/05/05
123	07/31/05	08/05/05
124	07/31/05	08/05/05
125	07/31/05	08/05/05
228	08/31/05	12/05/05
421	10/31/05	12/13/05
422	10/31/05	12/13/05
423	10/31/05	12/13/05
424	10/31/05	12/13/05
425	10/31/05	12/13/05
514	11/30/05	12/09/05
515	11/30/05	12/09/05
516	11/30/05	12/09/05
517	11/30/05	12/09/05
552	12/31/05	01/10/06



553	12/31/05	01/10/06
554	12/31/05	01/10/06
555	12/31/05	01/10/06
556	12/31/05	01/10/06
604	01/31/06	02/08/06
845	02/28/06	05/18/06
1097	04/30/06	05/17/06
1105	04/30/06	05/18/06
1106	04/30/06	05/17/06
1109	04/30/06	05/17/06
1351	05/31/06	06/22/06
1352	05/31/06	06/22/06
1354	05/31/06	06/22/06
1357	05/31/06	06/22/06
1359	05/31/06	06/22/06
1360	05/31/06	06/22/06
1363	05/31/06	06/22/06
1364	05/31/06	06/22/06
1549	06/30/06	07/12/06
1551	06/30/06	07/12/06
1554	06/30/06	07/12/06
1556	06/30/06	07/12/06

1557	06/30/06	07/12/06
1561	06/30/06	07/12/06
1563	06/30/06	08/14/06
1564	06/30/06	08/14/06
1624	06/30/06	07/12/06
1747	07/31/06	08/08/06
1748	07/31/06	08/08/06
1750	07/31/06	08/08/06
1753	07/31/06	08/08/06
1755	07/31/06	08/08/06
1756	07/31/06	08/08/06
1760	07/31/06	08/08/06
1762	07/31/06	08/08/06
1763	07/31/06	08/08/06
1962	08/31/06	09/26/06
1964	08/31/06	10/04/06
1965	08/31/06	10/04/06
1967	08/31/06	10/04/06
1969	08/31/06	10/04/06
1971	08/31/06	09/26/06
1975	08/31/06	10/04/06
1978	08/31/06	10/04/06

1979	08/31/06	10/04/06
1980	08/31/06	09/26/06
2044	08/31/06	10/04/06
2174	09/30/06	10/25/06
2175	09/30/06	10/24/06
2180	09/30/06	10/24/06
2183	09/30/06	10/24/06
2187	09/30/06	10/24/06
2389	10/06	11/29/06
2190	09/30/06	10/24/06
2191	09/30/06	10/24/06
2192	09/30/06	10/24/06
2395	10/31/06	11/29/06
2398	10/31/06	11/29/06
2402	10/31/06	11/29/06
2405	10/31/06	11/29/06
2406	10/31/2006	11/29/06
2407	10/31/06	11/29/06
2408	10/31/06	11/29/06
2592	11/30/06	12/20/06
2593	11/30/06	12/20/06
2596	11/30/06	12/20/06

2597	11/30/06	12/20/06
2598	11/30/06	12/20/06
2714	01/12/07	02/01/07
2715	01/12/07	02/01/07
2717	01/12/07	02/01/07
2718	01/12/07	02/01/07
2719	01/12/07	02/01/07
2773	01/31/07	02/12/07
2774	01/31/07	02/12/07
2775	01/31/07	02/12/07
2776	01/31/07	02/12/07
2892	02/28/07	03/16/07
2893	02/28/07	03/16/07
2894	02/28/07	03/16/07
3069	03/31/07	04/30/07
3070	03/31/07	04/30/07
3071	03/31/07	04/30/07
3072	03/31/07	04/30/07
3240	04/30/07	05/17/07
3241	04/30/07	05/17/07
3242	04/30/07	05/17/07
3243	04/30/07	0517/07

3244	04/30/07	05/17/07
3306	05/31/07	06/12/07
3307	05/31/07	06/11/07
3308	05/31/07	06/11/07
3309	05/31/07	06/11/07
3310	05/31/07	06/11/07
3366	06/30/07	07/13/07
3367	06/30/07	07/13/07
3368	06/30/07	07/13/07
3369	06/30/07	07/13/07
3370	06/30/07	07/13/07
3371	06/30/07	07/13/07
3372	06/30/07	07/13/07
3548	07/31/07	08/06/07
3549	07/31/07	08/06/07
3550	07/31/07	08/06/07
3551	07/31/07	08/06/07
3552	07/31/07	08/06/07
3555	07/31/07	08/06/07
3686	08/31/07	09/12/07
3687	08/31/07	09/12/07
3688	08/31/07	09/12/07

3689	08/31/07	09/12/07
3690	08/31/07	09/12/07
3691	08/31/07	09/12/07
3928	10/31/07	11/16/07
3929	10/31/07	11/16/07
3930	10/31/07	11/16/07
3931	10/31/07	11/16/07
3934	10/31/07	11/16/07
3935	10/31/07	11/16/07
4051	11/30/07	12/24/07
4052	11/30/07	12/24/07
4055	11/30/07	12/24/07
4056	11/30/07	12/24/07
5288	10/31/08	11/12/08
5289	10/31/08	11/12/08
5292	10/31/08	11/12/08
5293	10/31/08	11/12/08
5295	10/31/08	11/12/08
5296	10/31/08	11/14/08
5297	10/31/08	11/12/08
5344	10/31/08	11/14/08
5345	10/31/08	11/12/08

5360	11/30/08	12/09/08
5361	11/30/08	12/09/08
5362	11/30/08	12/09/08
5363	11/30/08	12/09/08
5364	11/30/08	12/09/08
5365	11/30/08	12/09/08
5366	11/30/08	12/09/08
5367	11/30/08	12/08/08
5368	11/30/08	12/09/08
5369	11/30/08	12/08/08
5370	11/30/08	12/08/08
5371	11/30/08	12/09/08
5496	12/31/08	01/13/09
5497	12/31/08	01/13/09
5498	12/31/08	01/13/09
5499	12/31/08	01/13/09
5500	12/31/08	01/13/09
5501	12/31/08	01/13/09
5502	12/31/08	01/13/09
5503	12/31/08	01/13/09
5504	12/31/08	01/13/09
5738	01/31/09	02/05/09

5739	01/31/09	02/06/09
5740	01/31/09	02/06/09
5741	01/31/09	02/05/09
5742	01/31/09	02/06/09
5743	01/31/09	02/06/09
5744	01/31/09	02/06/09
5745	01/31/09	02/05/09
5746	01/31/09	02/06/09
5747	01/31/09	02/05/09
5748	01/31/09	02/05/09
5749	01/31/09	02/05/09
5750	01/31/09	02/05/09
5806	02/08/09	03/17/09
5807	02/28/09	03/17/09
5809	02/28/09	03/17/09
5810	02/28/09	03/17/09
5811	02/28/09	03/17/09
5812	02/28/09	03/17/09
5813	02/28/09	03/17/09
5814	02/28/09	03/17/09
5815	02/28/09	03/17/09
5816	02/28/09	03/17/09



5884	03/31/09	04/14/09
5885	03/31/09	04/14/09
5886	03/31/09	04/14/09
5888	03/31/09	04/14/09
5889	03/31/09	04/14/09
5890	03/31/09	04/14/09
5891	03/31/09	04/14/09
5892	03/31/09	04/14/09
5893	03/31/09	04/14/09
5894	03/31/08	04/14/09
5896	03/31/09	04/14/09
5997	04/30/09	05/19/09
5980	04/30/09	05/19/09
5982	04/30/09	05/19/09
5983	04/30/09	05/19/09
5984	04/30/09	05/19/09
5986	04/30/09	05/19/09
5987	04/30/09	05/19/09
5989	04/30/09	05/12/09
5990	04/30/09	05/19/09
6037	04/30/09	05/19/09
6047	04/30/09	05/19/09

6147	05/31/09	06/11/09
6149	05/31/09	06/11/09
6151	05/31/09	06/11/09
6152	05/31/09	06/11/09
6153	05/31/09	06/11/09
6154	05/31/09	06/11/09
6155	05/31/09	06/11/09
6157	05/31/09	06/11/09
6159	05/31/09	06/11/09
6156	05/31/09	06/11/09
6206	06/01/09	06/11/09
6223	06/30/09	07/09/09
6224	06/30/09	07/09/09
6225	06/30/09	07/09/09
6227	06/30/09	07/09/09
6228	06/30/09	07/09/09
6229	06/30/09	07/09/09
6230	06/30/09	07/09/09
6231	06/30/09	07/09/09
6232	06/30/09	07/09/09
6234	06/30/09	07/09/09
6235	06/30/09	07/09/09

6236	06/30/09	07/09/09
6285	06/30/09	07/09/09
6407	07/31/09	08/12/09
6408	07/31/09	08/12/09
6409	07/31/09	08/12/09
6410	07/31/09	08/12/09
6411	07/31/09	08/12/09
6412	07/31/09	08/12/09
6413	07/31/09	08/12/09
6415	07/31/09	08/12/09
6416	07/31/09	08/12/09
6417	07/31/09	08/12/09
6418	07/31/09	08/12/09
6419	07/31/09	08/12/09
6420	07/31/09	08/12/09
6483	08/31/09	09/16/09
6484	08/31/09	09/16/09
6485	08/31/09	09/16/09
6486	08/31/09	09/16/09
6487	08/31/09	09/16/09
6489	08/31/09	09/16/09
6490	08/31/09	09/16/09

6493	08/31/09	09/16/09
6494	08/31/09	09/16/09
6495	08/31/09	09/16/09
6496	08/31/09	09/16/09
6540	08/31/09	09/16/09
6541	08/31/09	09/16/09
6546	08/31/09	09/16/09
6549	08/31/09	09/16/09
6631	09/30/09	10/07/09
6632	09/30/09	10/07/09
6633	09/30/09	10/07/09
6635	09/30/09	10/07/09
6636	09/30/09	10/07/09
6638	09/30/09	10/07/09
6639	09/30/09	10/07/09
6640	09/30/09	10/07/09
6641	09/30/09	10/07/09
6642	09/30/09	10/07/09
6643	09/30/09	10/07/09
6644	09/30/09	10/07/09
6685	10/02/09	10/07/09
6705	10/31/09	11/02/09

6706	10/31/09	11/10/09
6707	10/31/09	11/10/09
6709	10/31/09	11/10/09
6710	10/31/09	11/10/09
6712	10/31/09	11/10/09
6713	10/31/09	11/10/09
6714	10/31/09	11/10/09
6715	10/31/09	11/10/09
6716	10/31/09	11/10/09
6717	10/31/09	11/10/09
6718	10/31/09	11/10/09
6719	10/31/09	12/01/09
6720	10/31/09	12/01/09
6979	11/30/09	12/18/09
6980	11/30/09	12/18/09
6981	11/30/09	12/18/09
6982	11/30/09	12/18/09
6984	11/30/09	12/18/09
6985	11/30/09	12/18/09
6986	11/30/09	12/18/09
6987	11/30/09	12/18/09
6988	11/30/09	12/18/09

6989	11/30/09	12/18/09
7064	11/30/09	12/18/09
6708	12/31/09	03/25/09
6710	12/31/09	03/25/09
7170	12/31/09	03/25/09
7172	12/31/09	03/25/09
7173	12/31/09	03/25/09
7174	12/31/09	03/25/09
7175	12/31/09	04/12/09
7177	12/31/09	04/12/09
7178	12/31/09	04/12/09
7179	12/31/09	03/25/09
7249	12/31/09	03/25/09
7250	12/31/09	03/25/09
7251	12/31/09	04/12/09
7405	01/31/10	03/24/10
7409	01/31/10	03/24/10
7411	01/31/10	03/24/10
7412	01/31/10	03/24/10
7413	01/31/10	03/24/10
7414	01/31/10	03/24/10
7415	01/31/10	03/24/10

7419	01/31/10	03/24/10
7420	01/31/10	03/24/10
7421	01/31/10	03/24/10
7423	01/31/10	03/24/10
7466	01/31/10	03/24/10
7467	01/31/10	03/24/10
7476	01/31/10	03/24/10
7617	02/28/10	03/24/10
7618	02/28/10	03/25/10
7619	02/28/10	03/24/10
7620	02/28/10	03/24/10
7621	02/28/10	03/24/10
7623	02/28/10	03/24/10
7624	02/28/10	03/24/10
7625	02/28/10	03/24/10
7626	02/28/10	03/24/10
7627	02/28/10	03/24/10
7628	02/28/10	03/24/10
7629	02/28/10	03/24/10
7630	02/28/10	03/24/10
7631	02/28/10	03/24/10
7703	02/28/10	03/24/10

7846	03/31/10	04/19/10
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55. Defendant CYPRESS fraudulently represented to the MICCOSUKEE TRIBE that the work reflected on these invoices was for a “tribal purpose” when in fact it was for Defendant CYPRESS’s personal legal representation.

56. Upon information and belief the following is a list of dates of General Council Meetings presided over by Defendant CYPRESS and where a financial report was presented.

<b>DATES OF GENERAL COUNCIL MEETINGS</b>	<b>PERSONS IN ATTENDANCE</b>	<b>ACTION TAKEN</b>
02/10/05	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
05/05/05	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
08/04/05	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
11/03/05	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
02/09/06	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT LEWIS DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Legal Report Financial Report Attended
05/04/06	DEFENDANT CYPRESS	Presided



	DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Legal Report Financial Report Attended
08/03/06	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
11/02/06	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
02/08/07	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
05/03/07	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
08/02/07	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
11/08/07	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
02/11/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
05/08/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended

08/07/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
11/06/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
02/05/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
05/07/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
08/06/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
11/10/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended

57. Upon information and belief, during the presentation of the financial report, the nature and purpose of the legal work reflected in the invoices was discussed.

58. Defendant CYPRESS fraudulently misrepresented to the MICCOSUKEE TRIBE that the work reflected on the invoices was for a “tribal purpose,” when in fact it was for Defendant CYPRESS’s personal legal representation.

59. Upon information and belief, the following is a list of dates of Business Council Meetings presided by Defendant CYPRESS where a financial report was presented.

<b>DATES OF BUSINESS COUNCIL MEETINGS</b>	<b>PERSONS IN ATTENDANCE</b>	<b>ACTION TAKEN</b>
01/05/05	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT HERNANDEZ	Presided Legal Report Financial Report
02/02/05	DEFENDANT CYPRESS LEHTINEN'S LAW PARTNER DEFENDANT MARTINEZ	Presided Legal Report Financial Report
03/02/05	DEFENDANT CYPRESS LEHTINEN'S LAW PARTNER LEHTINEN'S LAW PARTNER DEFENDANT HERNANDEZ	Presided Legal Report Legal Report Financial Report
04/06/05	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
05/04/05	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
06/01/05	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT HERNANDEZ	Presided Legal Report Financial Report
07/08/05	DEFENDANT CYPRESS LEHTINEN'S LAW PARTNER DEFENDANT MARTINEZ	Presided Legal Report Financial Report
08/03/05	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
09/07/05	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report

10/05/05	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
11/02/05	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
12/07/05	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
01/04/06	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
02/08/06	DEFENDANT CYPRESS LEHTINEN'S LAW PARTNER DEFENDANT MARTINEZ	Presided Legal Report Financial Report
03/08/06	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
04/05/06	DEFENDANT CYPRESS DEFENDANT LEHTINEN	Presided Legal Report
05/03/06	DEFENDANT CYPRESS LEHTINEN'S LAW PARTNER DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Legal Report Financial Report
06/07/06	DEFENDANT CYPRESS DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Financial Report Financial Report
07/05/06	DEFENDANT CYPRESS DEFENDANT MARTINEZ	Presided Financial Report
08/02/06	DEFENDANT CYPRESS DEFENDANT MARTINEZ	Presided Financial Report
09/06/06	DEFENDANT CYPRESS	Presided

	DEFENDANT HERNANDEZ	Financial Report
10/04/06	DEFENDANT CYPRESS LEHTINEN'S LAW PARTNER DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Legal Report Financial Report Financial Report
11/01/06	DEFENDANT CYPRESS DEFENDANT HERNANDEZ	Presided Financial Report
12/06/06	DEFENDANT CYPRESS LEHTINEN'S LAW PARTNER DEFENDANT HERNANDEZ	Presided Legal Report Financial Report
01/03/07	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT HERNANDEZ	Presided Legal Report Financial Report
02/07/07	DEFENDANT CYPRESS LEHTINEN'S LAW PARTNER DEFENDANT MARTINEZ	Presided Legal Report Financial Report
03/07/07	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
04/04/07	DEFENDANT CYPRESS DEFENDANT HERNANDEZ	Presided/Legal Report Financial Report
05/02/07	DEFENDANT CYPRESS LEHTINEN'S LAW PARTNER DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Legal Report Financial Report
08/01/07	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
09/05/07	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
10/03/07	DEFENDANT CYPRESS	Presided

	DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Legal Report Financial Report
11/07/07	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
12/05/07	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT HERNANDEZ	Presided Legal Report Financial Report
01/02/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN LEHTINEN'S LAW PARTNER DEFENDANT MARTINEZ	Presided Legal Report Legal Report Financial Report
02/06/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN LEHTINEN'S LAW PARTNER DEFENDANT MARTINEZ	Presided Legal Report Legal Report Financial Report
03/05/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
04/02/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN LEHTINEN'S LAW PARTNER DEFENDANT MARTINEZ	Presided Legal Report Legal Report Financial Report
05/07/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN LEHTINEN'S LAW PARTNER DEFENDANT HERNANDEZ	Presided Legal Report Legal Report Financial Report
06/04/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN LEHTINEN'S LAW PARTNER DEFENDANT HERNANDEZ	Presided Legal Report Legal Report Financial Report
07/02/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN LEHTINEN'S LAW PARTNER DEFENDANT MARTINEZ	Presided Legal Report Legal Report Financial Report

08/06/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
09/10/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
10/01/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
11/05/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
12/03/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT HERNANDEZ	Presided Legal Report Financial Report
01/07/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT HERNANDEZ	Presided Legal Report Financial Report
02/04/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
03/04/09	DEFENDANT CYPRESS LEHTINEN'S LAW PARTNER DEFENDANT MARTINEZ	Presided Legal Report Financial Report
04/01/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
05/06/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
06/03/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT HERNANDEZ	Presided Legal Report Financial Report

07/01/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT HERNANDEZ	Presided Legal Report Financial Report
08/05/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
09/02/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
10/07/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
11/04/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT HERNANDEZ	Presided Legal Report Financial Report
12/02/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN	Presided Legal Report
01/06/10	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT HERNANDEZ	Presided Legal Report Financial Report

60. Upon information and belief, during the presentation of the financial report, the nature and purpose of the legal work reflected in the invoices was discussed.

61. DEFENDANT CYPRESS fraudulently misrepresented to the Business Council that the work reflected in the invoices was for a “tribal purpose,” when in fact it was for Defendant CYPRESS’s personal legal representation.

62. Defendant CYPRESS, having devised a scheme to defraud the MICCOSUKEE TRIBE of millions of dollars, caused for the fraudulent invoices of Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN, P.L., to be deposited



in the mail and sent to the MICCOSUKEE TRIBE to be arbitrarily reviewed and approved by him and have payment issued and mailed to Defendants LEWIS, TEIN, and LEWIS TEIN, P.L. in violation of 18 U.S.C. § 1341.

**DEFENDANT MARTINEZ**

63. Defendant MARTINEZ knowingly derived income through money laundering, mail fraud, and engaging in monetary transactions in criminally derived property, which he used in the operation of the Enterprise described above, which resulted in a loss of millions of dollars to the MICCOSUKEE TRIBE. These actions by Defendant MARTINEZ are in direct violation of 18 U.S.C. § 1962(a).

64. Defendant MARTINEZ knowingly derived income through money laundering, mail fraud, and engaging in monetary transactions in criminally derived property and maintained control of the Enterprise described above, which resulted in a loss of millions of dollars to the MICCOSUKEE TRIBE. These actions by Defendant MARTINEZ are in direct violation of 18 U.S.C. § 1962(b).

65. Defendant MARTINEZ knowingly derived income through money laundering, mail fraud, and engaging in monetary transactions in criminally derived property, and through those actions participated in the conduct of the affairs of the Enterprise described above, which resulted in a loss of millions of dollars to the MICCOSUKEE TRIBE. These actions by Defendant MARTINEZ are in direct violation of 18 U.S.C. § 1962(c).

**VIOLATION OF 18 U.S.C. § 1956 BY DEFENDANT MARTINEZ**

66. Defendant MARTINEZ played an active role in devising and carrying out the secret scheme created in April of 2005, whereby Defendant CYPRESS would not pay

the legal fees for his representation to Defendants LEWIS, TEIN, and LEWIS TEIN, P.L., and in exchange Defendant CYPRESS would arbitrarily create and assign legal work that was mostly fictitious, inflated, exaggerated and or unnecessary, under the guise that the work was for a “tribal purpose.”

67. In return, Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN, P.L. would then charge the MICCOSUKEE TRIBE unreasonable and excessive legal fees for work that they knew had been created, designed and arbitrarily approved by Defendant CYPRESS without a proper purpose.

68. Defendant MARTINEZ’s role was to issue the payments for Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN, P.L.’s invoices, knowing that the fees therein were for fictitious, inflated, exaggerated, and unnecessary legal work, and also for the benefit of Defendant CYPRESS.

69. Defendant MARTINEZ knew that Defendant CYPRESS was receiving a kick-back from the excessive legal fees being charged by Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN, P.L.

70. Defendant MARTINEZ, with knowledge of the unlawful kickbacks to Defendant CYPRESS, conducted financial transactions by continuing to issue payments to Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN, P.L. with the intent of perpetuating the kickback scheme, in violation of 18 U.S.C. § 1956(a)(1)(A)(i).

71. The following is a list of dates on which Defendant MARTINEZ unlawfully issued payment, which was sent through the mail, to Defendant LEWIS,

Defendant TEIN, and Defendant LEWIS TEIN, P.L. for the fraudulent invoices containing fictitious, exaggerated, and unnecessary legal work.

<b>Invoice Number</b>	<b>Date of Invoice</b>	<b>Date of Payment</b>
6	05/02/05	05/19/05
7	05/02/05	05/19/05
8	05/02/05	05/19/05
33	05/31/05	06/21/05
32	05/31/05	06/21/05
31	05/31/05	06/21/05
65	06/30/05	07/08/05
66	06/30/05	07/08/05
67	06/30/05	07/08/05
68	06/30/05	07/08/05
122	07/31/05	08/05/05
123	07/31/05	08/05/05
124	07/31/05	08/05/05
125	07/31/05	08/05/05
228	08/31/05	12/05/05
421	10/31/05	12/13/05
422	10/31/05	12/13/05
423	10/31/05	12/13/05
424	10/31/05	12/13/05

425	10/31/05	12/13/05
514	11/30/05	12/09/05
515	11/30/05	12/09/05
516	11/30/05	12/09/05
517	11/30/05	12/09/05
552	12/31/05	01/10/06
553	12/31/05	01/10/06
554	12/31/05	01/10/06
555	12/31/05	01/10/06
556	12/31/05	01/10/06
604	01/31/06	02/08/06
845	02/28/06	05/18/06
1097	04/30/06	05/17/06
1105	04/30/06	05/18/06
1106	04/30/06	05/17/06
1109	04/30/06	05/17/06
1351	05/31/06	06/22/06
1352	05/31/06	06/22/06
1354	05/31/06	06/22/06
1357	05/31/06	06/22/06
1359	05/31/06	06/22/06
1360	05/31/06	06/22/06

1363	05/31/06	06/22/06
1364	05/31/06	06/22/06
1549	06/30/06	07/12/06
1551	06/30/06	07/12/06
1554	06/30/06	07/12/06
1556	06/30/06	07/12/06
1557	06/30/06	07/12/06
1561	06/30/06	07/12/06
1563	06/30/06	08/14/06
1564	06/30/06	08/14/06
1624	06/30/06	07/12/06
1747	07/31/06	08/08/06
1748	07/31/06	08/08/06
1750	07/31/06	08/08/06
1753	07/31/06	08/08/06
1755	07/31/06	08/08/06
1756	07/31/06	08/08/06
1760	07/31/06	08/08/06
1762	07/31/06	08/08/06
1763	07/31/06	08/08/06
1962	08/31/06	09/26/06
1964	08/31/06	10/04/06

1965	08/31/06	10/04/06
1967	08/31/06	10/04/06
1969	08/31/06	10/04/06
1971	08/31/06	09/26/06
1975	08/31/06	10/04/06
1978	08/31/06	10/04/06
1979	08/31/06	10/04/06
1980	08/31/06	09/26/06
2044	08/31/06	10/04/06
2174	09/30/06	10/25/06
2175	09/30/06	10/24/06
2180	09/30/06	10/24/06
2183	09/30/06	10/24/06
2187	09/30/06	10/24/06
2389	10/06	11/29/06
2190	09/30/06	10/24/06
2191	09/30/06	10/24/06
2192	09/30/06	10/24/06
2395	10/31/06	11/29/06
2398	10/31/06	11/29/06
2402	10/31/06	11/29/06
2405	10/31/06	11/29/06

2406	10/31/2006	11/29/06
2407	10/31/06	11/29/06
2408	10/31/06	11/29/06
2592	11/30/06	12/20/06
2593	11/30/06	12/20/06
2596	11/30/06	12/20/06
2597	11/30/06	12/20/06
2598	11/30/06	12/20/06
2714	01/12/07	02/01/07
2715	01/12/07	02/01/07
2717	01/12/07	02/01/07
2718	01/12/07	02/01/07
2719	01/12/07	02/01/07
2773	01/31/07	02/12/07
2774	01/31/07	02/12/07
2775	01/31/07	02/12/07
2776	01/31/07	02/12/07
2892	02/28/07	03/16/07
2893	02/28/07	03/16/07
2894	02/28/07	03/16/07
3069	03/31/07	04/30/07
3070	03/31/07	04/30/07

3071	03/31/07	04/30/07
3072	03/31/07	04/30/07
3240	04/30/07	05/17/07
3241	04/30/07	05/17/07
3242	04/30/07	05/17/07
3243	04/30/07	05/17/07
3244	04/30/07	05/17/07
3306	05/31/07	06/12/07
3307	05/31/07	06/11/07
3308	05/31/07	06/11/07
3309	05/31/07	06/11/07
3310	05/31/07	06/11/07
3366	06/30/07	07/13/07
3367	06/30/07	07/13/07
3368	06/30/07	07/13/07
3369	06/30/07	07/13/07
3370	06/30/07	07/13/07
3371	06/30/07	07/13/07
3372	06/30/07	07/13/07
3548	07/31/07	08/06/07
3549	07/31/07	08/06/07
3550	07/31/07	08/06/07



3551	07/31/07	08/06/07
3552	07/31/07	08/06/07
3555	07/31/07	08/06/07
3686	08/31/07	09/12/07
3687	08/31/07	09/12/07
3688	08/31/07	09/12/07
3689	08/31/07	09/12/07
3690	08/31/07	09/12/07
3691	08/31/07	09/12/07
3928	10/31/07	11/16/07
3929	10/31/07	11/16/07
3930	10/31/07	11/16/07
3931	10/31/07	11/16/07
3934	10/31/07	11/16/07
3935	10/31/07	11/16/07
4051	11/30/07	12/24/07
4052	11/30/07	12/24/07
4055	11/30/07	12/24/07
4056	11/30/07	12/24/07
5288	10/31/08	11/12/08
5289	10/31/08	11/12/08
5292	10/31/08	11/12/08

5293	10/31/08	11/12/08
5295	10/31/08	11/12/08
5296	10/31/08	11/14/08
5297	10/31/08	11/12/08
5344	10/31/08	11/14/08
5345	10/31/08	11/12/08
5360	11/30/08	12/09/08
5361	11/30/08	12/09/08
5362	11/30/08	12/09/08
5363	11/30/08	12/09/08
5364	11/30/08	12/09/08
5365	11/30/08	12/09/08
5366	11/30/08	12/09/08
5367	11/30/08	12/08/08
5368	11/30/08	12/09/08
5369	11/30/08	12/08/08
5370	11/30/08	12/08/08
5371	11/30/08	12/09/08
5496	12/31/08	01/13/09
5497	12/31/08	01/13/09
5498	12/31/08	01/13/09
5499	12/31/08	01/13/09

5500	12/31/08	01/13/09
5501	12/31/08	01/13/09
5502	12/31/08	01/13/09
5503	12/31/08	01/13/09
5504	12/31/08	01/13/09
5738	01/31/09	02/05/09
5739	01/31/09	02/06/09
5740	01/31/09	02/06/09
5741	01/31/09	02/05/09
5742	01/31/09	02/06/09
5743	01/31/09	02/06/09
5744	01/31/09	02/06/09
5745	01/31/09	02/05/09
5746	01/31/09	02/06/09
5747	01/31/09	02/05/09
5748	01/31/09	02/05/09
5749	01/31/09	02/05/09
5750	01/31/09	02/05/09
5806	02/08/09	03/17/09
5807	02/28/09	03/17/09
5809	02/28/09	03/17/09
5810	02/28/09	03/17/09

5811	02/28/09	03/17/09
5812	02/28/09	03/17/09
5813	02/28/09	03/17/09
5814	02/28/09	03/17/09
5815	02/28/09	03/17/09
5816	02/28/09	03/17/09
5884	03/31/09	04/14/09
5885	03/31/09	04/14/09
5886	03/31/09	04/14/09
5888	03/31/09	04/14/09
5889	03/31/09	04/14/09
5890	03/31/09	04/14/09
5891	03/31/09	04/14/09
5892	03/31/09	04/14/09
5893	03/31/09	04/14/09
5894	03/31/08	04/14/09
5896	03/31/09	04/14/09
5997	04/30/09	05/19/09
5980	04/30/09	05/19/09
5982	04/30/09	05/19/09
5983	04/30/09	05/19/09
5984	04/30/09	05/19/09

5986	04/30/09	05/19/09
5987	04/30/09	05/19/09
5989	04/30/09	05/12/09
5990	04/30/09	05/19/09
6037	04/30/09	05/19/09
6047	04/30/09	05/19/09
6147	05/31/09	06/11/09
6149	05/31/09	06/11/09
6151	05/31/09	06/11/09
6152	05/31/09	06/11/09
6153	05/31/09	06/11/09
6154	05/31/09	06/11/09
6155	05/31/09	06/11/09
6157	05/31/09	06/11/09
6159	05/31/09	06/11/09
6156	05/31/09	06/11/09
6206	06/01/09	06/11/09
6223	06/30/09	07/09/09
6224	06/30/09	07/09/09
6225	06/30/09	07/09/09
6227	06/30/09	07/09/09
6228	06/30/09	07/09/09

6229	06/30/09	07/09/09
6230	06/30/09	07/09/09
6231	06/30/09	07/09/09
6232	06/30/09	07/09/09
6234	06/30/09	07/09/09
6235	06/30/09	07/09/09
6236	06/30/09	07/09/09
6285	06/30/09	07/09/09
6407	07/31/09	08/12/09
6408	07/31/09	08/12/09
6409	07/31/09	08/12/09
6410	07/31/09	08/12/09
6411	07/31/09	08/12/09
6412	07/31/09	08/12/09
6413	07/31/09	08/12/09
6415	07/31/09	08/12/09
6416	07/31/09	08/12/09
6417	07/31/09	08/12/09
6418	07/31/09	08/12/09
6419	07/31/09	08/12/09
6420	07/31/09	08/12/09
6483	08/31/09	09/16/09

6484	08/31/09	09/16/09
6485	08/31/09	09/16/09
6486	08/31/09	09/16/09
6487	08/31/09	09/16/09
6489	08/31/09	09/16/09
6490	08/31/09	09/16/09
6493	08/31/09	09/16/09
6494	08/31/09	09/16/09
6495	08/31/09	09/16/09
6496	08/31/09	09/16/09
6540	08/31/09	09/16/09
6541	08/31/09	09/16/09
6546	08/31/09	09/16/09
6549	08/31/09	09/16/09
6631	09/30/09	10/07/09
6632	09/30/09	10/07/09
6633	09/30/09	10/07/09
6635	09/30/09	10/07/09
6636	09/30/09	10/07/09
6638	09/30/09	10/07/09
6639	09/30/09	10/07/09
6640	09/30/09	10/07/09

6641	09/30/09	10/07/09
6642	09/30/09	10/07/09
6643	09/30/09	10/07/09
6644	09/30/09	10/07/09
6685	10/02/09	10/07/09
6705	10/31/09	11/02/09
6706	10/31/09	11/10/09
6707	10/31/09	11/10/09
6709	10/31/09	11/10/09
6710	10/31/09	11/10/09
6712	10/31/09	11/10/09
6713	10/31/09	11/10/09
6714	10/31/09	11/10/09
6715	10/31/09	11/10/09
6716	10/31/09	11/10/09
6717	10/31/09	11/10/09
6718	10/31/09	11/10/09
6719	10/31/09	12/01/09
6720	10/31/09	12/01/09
6979	11/30/09	12/18/09
6980	11/30/09	12/18/09
6981	11/30/09	12/18/09



6982	11/30/09	12/18/09
6984	11/30/09	12/18/09
6985	11/30/09	12/18/09
6986	11/30/09	12/18/09
6987	11/30/09	12/18/09
6988	11/30/09	12/18/09
6989	11/30/09	12/18/09
7064	11/30/09	12/18/09
6708	12/31/09	03/25/09
6710	12/31/09	03/25/09
7170	12/31/09	03/25/09
7172	12/31/09	03/25/09
7173	12/31/09	03/25/09
7174	12/31/09	03/25/09
7175	12/31/09	04/12/09
7177	12/31/09	04/12/09
7178	12/31/09	04/12/09
7179	12/31/09	03/25/09
7249	12/31/09	03/25/09
7250	12/31/09	03/25/09
7251	12/31/09	04/12/09
7405	01/31/10	03/24/10

7409	01/31/10	03/24/10
7411	01/31/10	03/24/10
7412	01/31/10	03/24/10
7413	01/31/10	03/24/10
7414	01/31/10	03/24/10
7415	01/31/10	03/24/10
7419	01/31/10	03/24/10
7420	01/31/10	03/24/10
7421	01/31/10	03/24/10
7423	01/31/10	03/24/10
7466	01/31/10	03/24/10
7467	01/31/10	03/24/10
7476	01/31/10	03/24/10
7617	02/28/10	03/24/10
7618	02/28/10	03/25/10
7619	02/28/10	03/24/10
7620	02/28/10	03/24/10
7621	02/28/10	03/24/10
7623	02/28/10	03/24/10
7624	02/28/10	03/24/10
7625	02/28/10	03/24/10
7626	02/28/10	03/24/10

7627	02/28/10	03/24/10
7628	02/28/10	03/24/10
7629	02/28/10	03/24/10
7630	02/28/10	03/24/10
7631	02/28/10	03/24/10
7703	02/28/10	03/24/10
7846	03/31/10	04/19/10

72. Defendant MARTINEZ continued issuing payments for Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN, P.L.'s invoices, knowing that the transactions were designed to conceal the nature, source, and ownership of the funds that were being kicked-back to Defendant CYPRESS, in violation of 18 U.S.C. § 1956(a)(1)(B)(i).

**VIOLATION OF 18 U.S.C. § 1957 BY DEFENDANT MARTINEZ**

73. Defendant MARTINEZ knowingly engaged in a pattern of monetary transactions with criminally derived property of a value greater than \$10,000 which was derived from money laundering and mail fraud in violation of 18 U.S.C. § 1957(a).

74. At all times material hereto, Defendant MARTINEZ charged an American Express charge card issued under his name, but having as collateral the funds in the Morgan Stanley Investment Account of the MICCOSUKEE TRIBE, for personal expenses such as fine dining, jewelry, and luxury clothing. The following are charges made by Defendant MARTINEZ:

<b>Charge Card No.:</b>	<b>Years</b>	<b>Items</b>	<b>Total</b>
9-81002	June 2009- January 2010	Food & Beverages	\$96,008.23
9-81002	June 2009- January 2010	Travel	\$863,261.42

75. The total amount of charges to this charge card by Defendant MARTINEZ is **NINE HUNDRED FIFTY-NINE THOUSAND, TWO HUNDRED SIXTY-NINE, AND SIXTY-FIVE CENTS (\$959,269.65).**

**VIOLATION OF 18 U.S.C. § 1341 BY DEFENDANT MARTINEZ**

76. The fraudulent invoices for legal work by Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN, P.L. as part of the kickback scheme described above, were received through the mail and arbitrarily reviewed and approved by Defendant CYPRESS, with Defendant MARTINEZ and Defendant HERNANDEZ mailing out the payments.

77. These invoices were received by Defendant CYPRESS on a monthly basis and the payments of such invoices, after being reviewed and approved by Defendant CYPRESS, were sent through the mail to Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN, P.L.

78. The MICCOSUKEE TRIBE re-avers and re-alleges paragraph 71 herein, which is a list of dates of invoices for which payment was processed by Defendant MARTINEZ and Defendant HERNANDEZ and subsequently sent through the mail, to Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN, P.L. for the invoices

containing fictitious, artificially created, exaggerated, inflated, and unnecessary legal work.

**DEFENDANT HERNANDEZ**

79. Defendant HERNANDEZ knowingly derived income through money laundering, mail fraud, and engaging in monetary transactions in criminally derived property, which he used in the operation of the Enterprise described above, which resulted in a loss of millions of dollars to the MICCOSUKEE TRIBE. These actions by Defendant HERNANDEZ are in direct violation of 18 U.S.C. § 1962(a).

80. Defendant HERNANDEZ knowingly derived income through money laundering, mail fraud, and engaging in monetary transactions in criminally derived property, and maintained control of the Enterprise described above, and resulting in a loss of millions of dollars to the MICCOSUKEE TRIBE. These actions by Defendant HERNANDEZ are in direct violation of 18 U.S.C. § 1962(b).

81. Defendant HERNANDEZ knowingly derived income through money laundering, mail fraud, and engaging in monetary transactions in criminally derived property, and through those actions participated in the conduct of the affairs of the Enterprise described above, which resulted in a loss of millions of dollars to the MICCOSUKEE TRIBE. These actions by Defendant HERNANDEZ are in direct violation of 18 U.S.C. § 1962(c).

**VIOLATION OF 18 U.S.C. § 1956 BY DEFENDANT HERNANDEZ**

82. From 2005 through and including 2010, Defendant HERNANDEZ was the Director of the Finance Department of the MICCOSUKEE TRIBE. In this capacity,

Defendant HERNANDEZ was responsible for the daily operation and supervision of the MICCOSUKEE TRIBE's Finance Department and had unrestricted access to and was in possession of all financial information of the MICCOSUKEE TRIBE, including, but not limited to, the Morgan Stanley Investment Account, and all the card statements from the American Express cards for Defendant CYPRESS and the American Express card for Defendant MARTINEZ.

83. At all times material hereto, Defendant HERNANDEZ was aware that Defendant CYPRESS was stealing, diverting, and misappropriating millions of dollars from the Morgan Stanley Investment Account belonging to the MICCOSUKEE TRIBE.

84. From 2005 until December 2009, Defendant HERNANDEZ kept a monthly log of Defendant CYPRESS's gambling activities (winnings and losses), which he used to assist Defendant CYPRESS with preparation of his federal income tax for each of these years.

85. As part of the Enterprise, once Defendant CYPRESS had unlawfully withdrawn funds from the Morgan Stanley Investment Account, Defendant CYPRESS would deliver the money in cash to Defendant HERNANDEZ, who would in turn issue a tribal check for a certain amount which will then be used by Defendant CYPRESS to make purchases of a personal nature, including, but not limited to real estate and luxury vehicles.

86. Defendant HERNANDEZ assisted Defendant CYPRESS with accounting advice on how to invest these ill-gained proceeds and how not to report them on his federal tax returns.

87. At all times material hereto, Defendant HERNANDEZ was aware that Defendant CYPRESS was charging his tribal issued American Express cards under Account

Numbers XXXX-XXXXX6-36005, XXXX-XXXXX9-02001 and XXXX-XXXXX9-03009, millions of dollars in suspicious, unexplained charges for fine dining, jewelry, privately chartered excursions, personal items, art, expensive personal clothing, lodging, and other personal expenses that were not related in any way, shape, or form to his official duties.

88. Defendant HERNANDEZ issued the payments for the above described charge card charges made by Defendant CYPRESS from funds of the MICCOSUKEE TRIBE and ensured these payments were kept secret from the MICCOSUKEE TRIBE, in exchange for receiving personal benefits in the form of luxurious travels and outings, approved by Defendant CYPRESS and paid by the MICCOSUKEE TRIBE, a hefty salary, perks, and other benefits unique to him, including, but not limited to, the employment of his daughter under his direct supervision at the Finance Department, which was contrary to the established employment policies and procedures of the MICCOSUKEE TRIBE.

89. Defendant HERNANDEZ, knowing that the charges on the American Express charge cards and that the cash received from Defendant CYPRESS were the proceeds of unlawful activity, continued to issue payments on the charge cards and issued tribal checks to Defendant CYPRESS, with the intent to promote and to carry on the money laundering activities, in violation of 18 U.S.C. § 1956(a)(1)(A)(i).

90. Defendant HERNANDEZ, knowing that the charges on the American Express charge cards and that the cash received from Defendant CYPRESS were the proceeds of unlawful activity, continued to assist Defendant CYPRESS in the preparation of false income tax returns which failed to report the ill-gained proceeds as income, in violation of 18 U.S.C. § 1956(a)(1)(A)(ii).

**VIOLATION OF 18 U.S.C. § 1957 BY DEFENDANT HERNANDEZ**

91. From 2005 through and including 2010, Defendant HERNANDEZ was the Director of the Finance Department of the MICCOSUKEE TRIBE. In this capacity, Defendant HERNANDEZ was responsible for the daily operation and supervision of the MICCOSUKEE TRIBE's Finance Department and had unrestricted access to and was in possession of all the financial information of the MICCOSUKEE TRIBE, including, but not limited to, the Morgan Stanley Investment Account, and all of the charge card statements from the American Express cards of Defendant CYPRESS and the American Express card of Defendant MARTINEZ.

92. At all times material hereto, Defendant HERNANDEZ was aware that Defendant CYPRESS was stealing, diverting and misappropriating, millions of dollars from the Morgan Stanley Investment Account.

93. Defendant HERNANDEZ kept a monthly log of Defendant CYPRESS's gambling activities (winnings and losses), which he used to assist Defendant CYPRESS in preparation of his federal income tax returns for the relevant years.

94. Once Defendant CYPRESS had withdrawn funds from the Morgan Stanley Investment Account, Defendant CYPRESS would deliver the money in cash to Defendant HERNANDEZ, who would in turn issue a tribal check to Defendant CYPRESS, who would then make purchases of a personal nature, including, but not limited to real estate and luxury vehicles.

95. Defendant HERNANDEZ assisted Defendant CYPRESS with accounting advice on how to invest the ill gained proceeds and how not to report them on his federal income tax returns.



96. At all times material hereto, Defendant HERNANDEZ was aware that Defendant CYPRESS was charging his tribal issued American Express cards under Account Numbers XXXX-XXXXX6-36005, XXXX-XXXXX9-02001 and XXXX-XXXXX9-03009, millions of dollars in suspicious, unexplained charges for fine dining, jewelry, privately chartered excursions, personal items, art, expensive personal clothing, lodging, and other personal expenses that were unrelated to his official duties as Chairman of the MICCOSUKEE TRIBE.

97. Defendant HERNANDEZ issued the payments for the above described credit card charges made by Defendant CYPRESS and ensured these payments were kept secret from the MICCOSUKEE TRIBE, in exchange for receiving personal benefits in the form of luxurious travels and outings approved by Defendant CYPRESS and paid by the MICCOSUKEE TRIBE, a hefty salary, perks and other benefits unique to him, including, but not limited to, the employment of his daughter under his direct supervision at the Finance Department, which was contrary to the established employment policies and procedures of the MICCOSUKEE TRIBE.

98. Defendant HERNANDEZ, knowing that the charges on the American Express charge cards and that the cash received from Defendant CYPRESS, which exceeded \$10,000, were the proceeds of unlawful activity, continued to issue payments on the charge cards and issue tribal checks to Defendant CYPRESS, in violation of 18 U.S.C. § 1957(a).

**VIOLATION OF 18 U.S.C. § 1341 BY DEFENDANT HERNANDEZ**

99. As part of the kickback scheme described above, once the fraudulent invoices for legal work by Defendant LEWIS, Defendant TEIN, and Defendant LEWIS

TEIN, P.L. were received through the mail and approved by Defendant CYPRESS, Defendant MARTINEZ and Defendant HERNANDEZ were responsible for issuance and processing and mailing of payment.

100. These invoices were received monthly by the MICCOSUKEE TRIBE and the payments of such invoices after being reviewed and approved by Defendant CYPRESS were sent through the mail to Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN, P.L.

101. These invoices from Defendant LEWIS, Defendant TEIN and Defendant LEWIS TEIN, P.L. were received through the use of the mail.

102. The following is a list of dates of invoices for which payment was issued and processed by Defendant MARTINEZ and Defendant HERNANDEZ and subsequently sent through the mail to Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN, P.L. Upon information and belief, the payment of the invoices were mailed on or about the date of payment.

<b>Invoice Number</b>	<b>Date of Invoice</b>	<b>Date of Payment</b>
6	05/02/05	05/19/05
7	05/02/05	05/19/05
8	05/02/05	05/19/05
33	05/31/05	06/21/05
32	05/31/05	06/21/05
31	05/31/05	06/21/05

65	06/30/05	07/08/05
66	06/30/05	07/08/05
67	06/30/05	07/08/05
68	06/30/05	07/08/05
122	07/31/05	08/05/05
123	07/31/05	08/05/05
124	07/31/05	08/05/05
125	07/31/05	08/05/05
228	08/31/05	12/05/05
421	10/31/05	12/13/05
422	10/31/05	12/13/05
423	10/31/05	12/13/05
424	10/31/05	12/13/05
425	10/31/05	12/13/05
514	11/30/05	12/09/05
515	11/30/05	12/09/05
516	11/30/05	12/09/05
517	11/30/05	12/09/05
552	12/31/05	01/10/06
553	12/31/05	01/10/06
554	12/31/05	01/10/06
555	12/31/05	01/10/06

556	12/31/05	01/10/06
604	01/31/06	02/08/06
845	02/28/06	05/18/06
1097	04/30/06	05/17/06
1105	04/30/06	05/18/06
1106	04/30/06	05/17/06
1109	04/30/06	05/17/06
1351	05/31/06	06/22/06
1352	05/31/06	06/22/06
1354	05/31/06	06/22/06
1357	05/31/06	06/22/06
1359	05/31/06	06/22/06
1360	05/31/06	06/22/06
1363	05/31/06	06/22/06
1364	05/31/06	06/22/06
1549	06/30/06	07/12/06
1551	06/30/06	07/12/06
1554	06/30/06	07/12/06
1556	06/30/06	07/12/06
1557	06/30/06	07/12/06
1561	06/30/06	07/12/06
1563	06/30/06	08/14/06

1564	06/30/06	08/14/06
1624	06/30/06	07/12/06
1747	07/31/06	08/08/06
1748	07/31/06	08/08/06
1750	07/31/06	08/08/06
1753	07/31/06	08/08/06
1755	07/31/06	08/08/06
1756	07/31/06	08/08/06
1760	07/31/06	08/08/06
1762	07/31/06	08/08/06
1763	07/31/06	08/08/06
1962	08/31/06	09/26/06
1964	08/31/06	10/04/06
1965	08/31/06	10/04/06
1967	08/31/06	10/04/06
1969	08/31/06	10/04/06
1971	08/31/06	09/26/06
1975	08/31/06	10/04/06
1978	08/31/06	10/04/06
1979	08/31/06	10/04/06
1980	08/31/06	09/26/06
2044	08/31/06	10/04/06

2174	09/30/06	10/25/06
2175	09/30/06	10/24/06
2180	09/30/06	10/24/06
2183	09/30/06	10/24/06
2187	09/30/06	10/24/06
2389	10/06	11/29/06
2190	09/30/06	10/24/06
2191	09/30/06	10/24/06
2192	09/30/06	10/24/06
2395	10/31/06	11/29/06
2398	10/31/06	11/29/06
2402	10/31/06	11/29/06
2405	10/31/06	11/29/06
2406	10/31/2006	11/29/06
2407	10/31/06	11/29/06
2408	10/31/06	11/29/06
2592	11/30/06	12/20/06
2593	11/30/06	12/20/06
2596	11/30/06	12/20/06
2597	11/30/06	12/20/06
2598	11/30/06	12/20/06
2714	01/12/07	02/01/07

2715	01/12/07	02/01/07
2717	01/12/07	02/01/07
2718	01/12/07	02/01/07
2719	01/12/07	02/01/07
2773	01/31/07	02/12/07
2774	01/31/07	02/12/07
2775	01/31/07	02/12/07
2776	01/31/07	02/12/07
2892	02/28/07	03/16/07
2893	02/28/07	03/16/07
2894	02/28/07	03/16/07
3069	03/31/07	04/30/07
3070	03/31/07	04/30/07
3071	03/31/07	04/30/07
3072	03/31/07	04/30/07
3240	04/30/07	05/17/07
3241	04/30/07	05/17/07
3242	04/30/07	05/17/07
3243	04/30/07	05/17/07
3244	04/30/07	05/17/07
3306	05/31/07	06/12/07
3307	05/31/07	06/11/07

3308	05/31/07	06/11/07
3309	05/31/07	06/11/07
3310	05/31/07	06/11/07
3366	06/30/07	07/13/07
3367	06/30/07	07/13/07
3368	06/30/07	07/13/07
3369	06/30/07	07/13/07
3370	06/30/07	07/13/07
3371	06/30/07	07/13/07
3372	06/30/07	07/13/07
3548	07/31/07	08/06/07
3549	07/31/07	08/06/07
3550	07/31/07	08/06/07
3551	07/31/07	08/06/07
3552	07/31/07	08/06/07
3555	07/31/07	08/06/07
3686	08/31/07	09/12/07
3687	08/31/07	09/12/07
3688	08/31/07	09/12/07
3689	08/31/07	09/12/07
3690	08/31/07	09/12/07
3691	08/31/07	09/12/07



3928	10/31/07	11/16/07
3929	10/31/07	11/16/07
3930	10/31/07	11/16/07
3931	10/31/07	11/16/07
3934	10/31/07	11/16/07
3935	10/31/07	11/16/07
4051	11/30/07	12/24/07
4052	11/30/07	12/24/07
4055	11/30/07	12/24/07
4056	11/30/07	12/24/07
5288	10/31/08	11/12/08
5289	10/31/08	11/12/08
5292	10/31/08	11/12/08
5293	10/31/08	11/12/08
5295	10/31/08	11/12/08
5296	10/31/08	11/14/08
5297	10/31/08	11/12/08
5344	10/31/08	11/14/08
5345	10/31/08	11/12/08
5360	11/30/08	12/09/08
5361	11/30/08	12/09/08
5362	11/30/08	12/09/08

5363	11/30/08	12/09/08
5364	11/30/08	12/09/08
5365	11/30/08	12/09/08
5366	11/30/08	12/09/08
5367	11/30/08	12/08/08
5368	11/30/08	12/09/08
5369	11/30/08	12/08/08
5370	11/30/08	12/08/08
5371	11/30/08	12/09/08
5496	12/31/08	01/13/09
5497	12/31/08	01/13/09
5498	12/31/08	01/13/09
5499	12/31/08	01/13/09
5500	12/31/08	01/13/09
5501	12/31/08	01/13/09
5502	12/31/08	01/13/09
5503	12/31/08	01/13/09
5504	12/31/08	01/13/09
5738	01/31/09	02/05/09
5739	01/31/09	02/06/09
5740	01/31/09	02/06/09
5741	01/31/09	02/05/09

5742	01/31/09	02/06/09
5743	01/31/09	02/06/09
5744	01/31/09	02/06/09
5745	01/31/09	02/05/09
5746	01/31/09	02/06/09
5747	01/31/09	02/05/09
5748	01/31/09	02/05/09
5749	01/31/09	02/05/09
5750	01/31/09	02/05/09
5806	02/08/09	03/17/09
5807	02/28/09	03/17/09
5809	02/28/09	03/17/09
5810	02/28/09	03/17/09
5811	02/28/09	03/17/09
5812	02/28/09	03/17/09
5813	02/28/09	03/17/09
5814	02/28/09	03/17/09
5815	02/28/09	03/17/09
5816	02/28/09	03/17/09
5884	03/31/09	04/14/09
5885	03/31/09	04/14/09
5886	03/31/09	04/14/09

5888	03/31/09	04/14/09
5889	03/31/09	04/14/09
5890	03/31/09	04/14/09
5891	03/31/09	04/14/09
5892	03/31/09	04/14/09
5893	03/31/09	04/14/09
5894	03/31/08	04/14/09
5896	03/31/09	04/14/09
5997	04/30/09	05/19/09
5980	04/30/09	05/19/09
5982	04/30/09	05/19/09
5983	04/30/09	05/19/09
5984	04/30/09	05/19/09
5986	04/30/09	05/19/09
5987	04/30/09	05/19/09
5989	04/30/09	05/12/09
5990	04/30/09	05/19/09
6037	04/30/09	05/19/09
6047	04/30/09	05/19/09
6147	05/31/09	06/11/09
6149	05/31/09	06/11/09
6151	05/31/09	06/11/09

6152	05/31/09	06/11/09
6153	05/31/09	06/11/09
6154	05/31/09	06/11/09
6155	05/31/09	06/11/09
6157	05/31/09	06/11/09
6159	05/31/09	06/11/09
6156	05/31/09	06/11/09
6206	06/01/09	06/11/09
6223	06/30/09	07/09/09
6224	06/30/09	07/09/09
6225	06/30/09	07/09/09
6227	06/30/09	07/09/09
6228	06/30/09	07/09/09
6229	06/30/09	07/09/09
6230	06/30/09	07/09/09
6231	06/30/09	07/09/09
6232	06/30/09	07/09/09
6234	06/30/09	07/09/09
6235	06/30/09	07/09/09
6236	06/30/09	07/09/09
6285	06/30/09	07/09/09
6407	07/31/09	08/12/09

6408	07/31/09	08/12/09
6409	07/31/09	08/12/09
6410	07/31/09	08/12/09
6411	07/31/09	08/12/09
6412	07/31/09	08/12/09
6413	07/31/09	08/12/09
6415	07/31/09	08/12/09
6416	07/31/09	08/12/09
6417	07/31/09	08/12/09
6418	07/31/09	08/12/09
6419	07/31/09	08/12/09
6420	07/31/09	08/12/09
6483	08/31/09	09/16/09
6484	08/31/09	09/16/09
6485	08/31/09	09/16/09
6486	08/31/09	09/16/09
6487	08/31/09	09/16/09
6489	08/31/09	09/16/09
6490	08/31/09	09/16/09
6493	08/31/09	09/16/09
6494	08/31/09	09/16/09
6495	08/31/09	09/16/09

6496	08/31/09	09/16/09
6540	08/31/09	09/16/09
6541	08/31/09	09/16/09
6546	08/31/09	09/16/09
6549	08/31/09	09/16/09
6631	09/30/09	10/07/09
6632	09/30/09	10/07/09
6633	09/30/09	10/07/09
6635	09/30/09	10/07/09
6636	09/30/09	10/07/09
6638	09/30/09	10/07/09
6639	09/30/09	10/07/09
6640	09/30/09	10/07/09
6641	09/30/09	10/07/09
6642	09/30/09	10/07/09
6643	09/30/09	10/07/09
6644	09/30/09	10/07/09
6685	10/02/09	10/07/09
6705	10/31/09	11/02/09
6706	10/31/09	11/10/09
6707	10/31/09	11/10/09
6709	10/31/09	11/10/09

6710	10/31/09	11/10/09
6712	10/31/09	11/10/09
6713	10/31/09	11/10/09
6714	10/31/09	11/10/09
6715	10/31/09	11/10/09
6716	10/31/09	11/10/09
6717	10/31/09	11/10/09
6718	10/31/09	11/10/09
6719	10/31/09	12/01/09
6720	10/31/09	12/01/09
6979	11/30/09	12/18/09
6980	11/30/09	12/18/09
6981	11/30/09	12/18/09
6982	11/30/09	12/18/09
6984	11/30/09	12/18/09
6985	11/30/09	12/18/09
6986	11/30/09	12/18/09
6987	11/30/09	12/18/09
6988	11/30/09	12/18/09
6989	11/30/09	12/18/09
7064	11/30/09	12/18/09
6708	12/31/09	03/25/09



6710	12/31/09	03/25/09
7170	12/31/09	03/25/09
7172	12/31/09	03/25/09
7173	12/31/09	03/25/09
7174	12/31/09	03/25/09
7175	12/31/09	04/12/09
7177	12/31/09	04/12/09
7178	12/31/09	04/12/09
7179	12/31/09	03/25/09
7249	12/31/09	03/25/09
7250	12/31/09	03/25/09
7251	12/31/09	04/12/09
7405	01/31/10	03/24/10
7409	01/31/10	03/24/10
7411	01/31/10	03/24/10
7412	01/31/10	03/24/10
7413	01/31/10	03/24/10
7414	01/31/10	03/24/10
7415	01/31/10	03/24/10
7419	01/31/10	03/24/10
7420	01/31/10	03/24/10
7421	01/31/10	03/24/10

7423	01/31/10	03/24/10
7466	01/31/10	03/24/10
7467	01/31/10	03/24/10
7476	01/31/10	03/24/10
7617	02/28/10	03/24/10
7618	02/28/10	03/25/10
7619	02/28/10	03/24/10
7620	02/28/10	03/24/10
7621	02/28/10	03/24/10
7623	02/28/10	03/24/10
7624	02/28/10	03/24/10
7625	02/28/10	03/24/10
7626	02/28/10	03/24/10
7627	02/28/10	03/24/10
7628	02/28/10	03/24/10
7629	02/28/10	03/24/10
7630	02/28/10	03/24/10
7631	02/28/10	03/24/10
7703	02/28/10	03/24/10
7846	03/31/10	04/19/10

### **DEFENDANT LEWIS**

103. Defendant LEWIS knowingly derived income through money laundering, mail fraud, and engaging in monetary transactions in criminally derived property, which he used in the operation of the Enterprise described above, which resulted in a loss of millions of dollars to the MICCOSUKEE TRIBE. These actions by Defendant LEWIS are in direct violation of 18 U.S.C. § 1962(a).

104. Defendant LEWIS knowingly derived income through money laundering, mail fraud, and engaging in monetary transactions in criminally derived property, and maintained control of the Enterprise described above resulting in a loss of millions of dollars to the MICCOSUKEE TRIBE. These actions by Defendant LEWIS are in direct violation of 18 U.S.C. § 1962(b).

105. Defendant LEWIS knowingly derived income through money laundering, mail fraud, and engaging in monetary transactions in criminally derived property, and through those actions participated in the conduct of the affairs of the Enterprise described above, which resulted in a loss of millions of dollars to the MICCOSUKEE TRIBE. These actions by Defendant LEWIS are in direct violation of 18 U.S.C. § 1962(c).

- a. Defendant LEWIS, in rendition of his dual representation of the MICCOSUKEE TRIBE and Defendant CYPRESS, crossed the line between traditional legal services and actively participated in directing the Enterprise.
- b. As explained below, Defendant LEWIS's actions in concert with Defendant CYPRESS, Defendant MARTINEZ, Defendant HERNANDEZ, Defendant TEIN, and Defendant LEWIS TEIN, P.L., went beyond traditional legal

representation by actively participating in the kickback scheme and effectively managing or operating the affairs of the Enterprise.

**VIOLATION OF 18 U.S.C. § 1956 BY DEFENDANT LEWIS**

106. In April of 2005, Defendant CYPRESS hired Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN, P.L. to represent him in personal legal matters, including, but not limited to, a tax evasion investigation by the United IRS for making unauthorized charges of millions of dollars on credit cards issued by the MICCOSUKEE TRIBE for his own personal use.

107. Defendant CYPRESS hired Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN, P.L. arbitrarily and without the express knowledge of the governing body of the MICCOSUKEE TRIBE, at a rate that was three times higher than the rate of attorneys with more experience, prestige, and expertise in the field.

108. Unbeknownst to the governing body of the MICCOSUKEE TRIBE, at the time of their hiring in 2005, Defendant CYPRESS, Defendant MARTINEZ, Defendant HERNANDEZ, Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN, P.L. designed, agreed, and implemented a secret scheme for their mutual benefit and to the detriment of the MICCOSUKEE TRIBE. This secret scheme was based on several components.

- a. The first component of this secret scheme created in April of 2005, involved Defendant CYPRESS's failure to pay the legal fees for his representation to Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN, P.L.

- b. Instead, Defendant CYPRESS assigned to Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN, P.L. arbitrarily created, fictitious and unnecessary legal work, which was combined with some legitimate legal work, under the guise that the work was for a “tribal purpose.”
- c. In turn, Defendant LEWIS, Defendant TEIN and Defendant LEWIS TEIN, P.L. charged the MICCOSUKEE TRIBE unreasonable and excessive legal fees for work that they knew had been created, designed and arbitrarily approved by Defendant CYPRESS.
- d. The second component of this secret scheme created on or about April 2005, by Defendant CYPRESS, Defendant MARTINEZ, Defendant HERNANDEZ, Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN, P.L., was a plan under which a substantial amount of the legal fees paid by the MICCOSUKEE TRIBE to Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN, P.L., for non-tribal work, such as the personal legal representation of Defendant CYPRESS, would be fraudulently disguised and reflected as “loans” to be paid at a future time.
- e. Defendant CYPRESS, Defendant MARTINEZ, Defendant HERNANDEZ, Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN, P.L. knew that these “loans” charged against the MICCOSUKEE TRIBE were not properly authorized by the General Council of the MICCOSUKEE TRIBE and that most of the named recipients of these “loans,” were not aware or had not agreed to the amount reflected on these “loans.”

- f. The “loans” described above were never intended to be paid back to the MICCOSUKEE TRIBE.
- g. Defendant CYPRESS, Defendant MARTINEZ, Defendant HERNANDEZ, Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN, P.L. knew that these “loans” were fictitious and that in practice they had only been created to justify the excessive and unreasonable legal fees authorized by Defendant CYPRESS, to be paid to Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN, P.L. from the funds of the MICCOSUKEE TRIBE.
- h. From February 2008 through January 2010, Defendant CYPRESS, with assistance from Defendant MARTINEZ, Defendant HERNANDEZ, Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN, P.L. made some payments to the fictitious loans for legal fees created for the benefit of Defendant CYPRESS.
- i. The third component of this secret scheme created in April of 2005, by Defendant CYPRESS, Defendant MARTINEZ, Defendant HERNANDEZ, Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN, P.L., was a “kickback plan” under which Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN, P.L. would return some of their unreasonable and excessive legal fees from the work arbitrarily assigned by Defendant CYPRESS back to Defendant CYPRESS, so he could support his gambling habit, invest in real estate, purchase luxury vehicles, and pay a small

fraction of the millions of dollars for personal items that he charged to several charge cards issued by the MICCOSUKEE TRIBE. From April 7, 2006 to January 13, 2010, Defendant CYPRESS with assistance from Defendant MARTINEZ, Defendant HERNANDEZ, Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN, P.L. made disproportionate large payments, including substantial cash payments, to the fictitious loans that Defendant MARTINEZ, Defendant HERNANDEZ, Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN, P.L., had created for his benefit and which included Defendant CYPRESS's unauthorized charges for personal items on charge cards issued by the MICCOSUKEE TRIBE.

- j. The dates of Defendant CYPRESS's substantial deposits coincided with the dates and billing cycles from the fraudulent invoices submitted by Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN, P.L. to the MICCOSUKEE TRIBE.

109. Defendant LEWIS participated in the kickback plan and continued charging the MICCOSUKEE TRIBE excessive and unreasonable legal fees, knowing that the proceeds were the result of unlawful activity and that the transaction was designed in order to conceal the nature, source, and ownership of the funds, in violation of 18 U.S.C. 1956(a)(1)(B)(i).

110. From April 2005 to February 2010, as part of the dual representation described above, the MICCOSUKEE TRIBE issued 1099s to Defendants LEWIS, TEIN and LEWIS

TEIN P.L. in the amount of **TEN MILLION DOLLARS (\$10,000,000.00)**. Copies of the Forms 1099 issued by the MICCOSUKEE TRIBE to Defendants LEWIS, TEIN and LEWIS TEIN P.L. are included and attached herein as Exhibit 1.

111. Recently, in a hearing for a motion to compel filed by the MICCOSUKEE TRIBE, Counsel for Defendants LEWIS, TEIN and LEWIS TEIN P.L. asserted that the 1099s were an after the fact fabrication by the MICCOSUKEE TRIBE. *See* Tr. Hr. September 11, 2012 at 7:20 in the case of the *MiccOSUkee Tribe v. Lewis, Tein, and Lewis Tein, P.L.*, case no. 12-12816-CA 40, attached as Exhibit 2.

112. Upon information and belief, Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN P.L. knowingly failed to report all or some of the income reflected in the 1099 forms in their tax return.

113. Defendant LEWIS purchased the above described property knowing that the funds used for the purchases were the proceeds of unlawful activity with the intent to engage in conduct which constitutes a violation of 26 U.S.C § 7206 because he filed false federal tax returns wherein he knowingly failed to report the unlawfully obtained income in violation of 18 U.S.C. § 1956(a)(1)(A)(ii).

**VIOLATION OF 18 U.S.C. § 1957 BY DEFENDANT LEWIS**

114. At all times material hereto, Defendant LEWIS, Defendant TEIN and Defendant LEWIS TEIN, P.L. billed the MICCOSUKEE TRIBE for millions of dollars in fictitious, excessive, exorbitant and unsubstantiated legal fees and used the money belonging to the MICCOSUKEE TRIBE to create, maintain and expand a lavish and extravagant lifestyle consisting of the following:



- a. A 'Prince's Chair', which was featured in the 1939 movie *Gone with the Wind*;
- b. Antique clocks;
- c. A study where more than 50 clocks are displayed against the red walls;
- d. A marital home which was decorated by an Italian painter who collaborated with them for one year to perfect the look;
- e. A flotilla of antique and unique classic automobiles which includes a: Maybach; Rolls-Royces; Aston Martin Volante Convertible; Corvettes; Mercedes-Benzs; Mustang Shelby Cobras GT; Porsche; Limousine; and BMW;
- f. When an adjacent house came on the market, the Lewises purchased it to lodge their **considerable car collection**. From the street, the structure appears to be an ordinary home. Indoors, however, the space was gutted and is filled with evolving array of autos including **several Corvettes dating from 1954 to 1975, a Mercedes-Benz sedan and coupe, a 1934 Rolls Royce, a 1936 Ford, a 1949 Packard, a Chrysler convertible, and a 1970 Dodge Shelby GT 350. Several model airplanes and a zeppelin swoop down from the ceiling. Old auto-related memorabilia include Shell gas pumps, neon signs, a Pepsi Cola machine, and a drive-in movie speaker.**
- g. A 38 foot Chris-Craft antique vessel belonging to Defendant LEWIS;
- h. Acquisition of a property located in Pinecrest, Florida, by Defendant LEWIS, valued at \$2,760,000.00;

- i. Acquisition of a property located in Pinecrest, Florida, by Defendant LEWIS, valued at \$1,115,000.00;
- j. Acquisition of real estate located in Chattanooga, Tennessee, by Defendant LEWIS, valued at \$38,400.00;
- k. Acquisition of a property located in Chattanooga, Tennessee, by Defendant LEWIS, valued at \$48,000.00;
- l. A corporation under the name of LT REALTY, INC., that is owned and operated by Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN, P.L.;
- m. A limited liability company under the name of OCEANS XIV, LLC that is owned and operated by Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN, P.L.

115. The MICCOSUKEE TRIBE has a good faith and reasonable belief that many of the real and personal properties acquired by Defendant LEWIS from 2005 through 2010 were acquired, improved, and/or maintained with the millions of dollars generated by Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN, P.L. from the kickback scheme perpetrated against the MICCOSUKEE TRIBE.

116. Defendant LEWIS engaged in the aforementioned purchases of real and personal property, knowing that the funds used to make those purchases were criminally derived property of a value greater than \$10,000, in violation of 18 U.S.C. § 1957(a).

**VIOLATION OF 18 U.S.C. § 1341 BY DEFENDANT LEWIS**

117. As part of the kickback scheme described above, Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN, P.L., sent fraudulent invoices for legal work

to the MICCOSUKEE TRIBE, through the mail, from May 19, 2005 to August 3, 2010 for a total of ten million nine hundred seventeen thousand seven hundred fifty-two dollars and one cent (\$10,917,752.01).

118. These monthly invoices were sent through the mail to Defendant CYPRESS who arbitrarily approved them.

119. The payment of these fraudulent monthly invoices, which were approved by Defendant CYPRESS, were sent through the mail to Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN, P.L.

120. The following is a list of dates of invoices for which payment was issued by Defendant MARTINEZ and Defendant HERNANDEZ and subsequently sent through the mail to Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN, P.L. for the invoices containing fictitious and unnecessary legal work. Upon information and belief the payment of the invoices was mailed on or about the date of payment.

<b>Invoice Number</b>	<b>Date of Invoice</b>	<b>Date of Payment</b>
6	05/02/05	05/19/05
7	05/02/05	05/19/05
8	05/02/05	05/19/05
33	05/31/05	06/21/05
32	05/31/05	06/21/05
31	05/31/05	06/21/05
65	06/30/05	07/08/05
66	06/30/05	07/08/05

67	06/30/05	07/08/05
68	06/30/05	07/08/05
122	07/31/05	08/05/05
123	07/31/05	08/05/05
124	07/31/05	08/05/05
125	07/31/05	08/05/05
228	08/31/05	12/05/05
421	10/31/05	12/13/05
422	10/31/05	12/13/05
423	10/31/05	12/13/05
424	10/31/05	12/13/05
425	10/31/05	12/13/05
514	11/30/05	12/09/05
515	11/30/05	12/09/05
516	11/30/05	12/09/05
517	11/30/05	12/09/05
552	12/31/05	01/10/06
553	12/31/05	01/10/06
554	12/31/05	01/10/06
555	12/31/05	01/10/06
556	12/31/05	01/10/06
604	01/31/06	02/08/06

845	02/28/06	05/18/06
1097	04/30/06	05/17/06
1105	04/30/06	05/18/06
1106	04/30/06	05/17/06
1109	04/30/06	05/17/06
1351	05/31/06	06/22/06
1352	05/31/06	06/22/06
1354	05/31/06	06/22/06
1357	05/31/06	06/22/06
1359	05/31/06	06/22/06
1360	05/31/06	06/22/06
1363	05/31/06	06/22/06
1364	05/31/06	06/22/06
1549	06/30/06	07/12/06
1551	06/30/06	07/12/06
1554	06/30/06	07/12/06
1556	06/30/06	07/12/06
1557	06/30/06	07/12/06
1561	06/30/06	07/12/06
1563	06/30/06	08/14/06
1564	06/30/06	08/14/06
1624	06/30/06	07/12/06

1747	07/31/06	08/08/06
1748	07/31/06	08/08/06
1750	07/31/06	08/08/06
1753	07/31/06	08/08/06
1755	07/31/06	08/08/06
1756	07/31/06	08/08/06
1760	07/31/06	08/08/06
1762	07/31/06	08/08/06
1763	07/31/06	08/08/06
1962	08/31/06	09/26/06
1964	08/31/06	10/04/06
1965	08/31/06	10/04/06
1967	08/31/06	10/04/06
1969	08/31/06	10/04/06
1971	08/31/06	09/26/06
1975	08/31/06	10/04/06
1978	08/31/06	10/04/06
1979	08/31/06	10/04/06
1980	08/31/06	09/26/06
2044	08/31/06	10/04/06
2174	09/30/06	10/25/06
2175	09/30/06	10/24/06

2180	09/30/06	10/24/06
2183	09/30/06	10/24/06
2187	09/30/06	10/24/06
2389	10/06	11/29/06
2190	09/30/06	10/24/06
2191	09/30/06	10/24/06
2192	09/30/06	10/24/06
2395	10/31/06	11/29/06
2398	10/31/06	11/29/06
2402	10/31/06	11/29/06
2405	10/31/06	11/29/06
2406	10/31/2006	11/29/06
2407	10/31/06	11/29/06
2408	10/31/06	11/29/06
2592	11/30/06	12/20/06
2593	11/30/06	12/20/06
2596	11/30/06	12/20/06
2597	11/30/06	12/20/06
2598	11/30/06	12/20/06
2714	01/12/07	02/01/07
2715	01/12/07	02/01/07
2717	01/12/07	02/01/07

2718	01/12/07	02/01/07
2719	01/12/07	02/01/07
2773	01/31/07	02/12/07
2774	01/31/07	02/12/07
2775	01/31/07	02/12/07
2776	01/31/07	02/12/07
2892	02/28/07	03/16/07
2893	02/28/07	03/16/07
2894	02/28/07	03/16/07
3069	03/31/07	04/30/07
3070	03/31/07	04/30/07
3071	03/31/07	04/30/07
3072	03/31/07	04/30/07
3240	04/30/07	05/17/07
3241	04/30/07	05/17/07
3242	04/30/07	05/17/07
3243	04/30/07	05/17/07
3244	04/30/07	05/17/07
3306	05/31/07	06/12/07
3307	05/31/07	06/11/07
3308	05/31/07	06/11/07
3309	05/31/07	06/11/07



3310	05/31/07	06/11/07
3366	06/30/07	07/13/07
3367	06/30/07	07/13/07
3368	06/30/07	07/13/07
3369	06/30/07	07/13/07
3370	06/30/07	07/13/07
3371	06/30/07	07/13/07
3372	06/30/07	07/13/07
3548	07/31/07	08/06/07
3549	07/31/07	08/06/07
3550	07/31/07	08/06/07
3551	07/31/07	08/06/07
3552	07/31/07	08/06/07
3555	07/31/07	08/06/07
3686	08/31/07	09/12/07
3687	08/31/07	09/12/07
3688	08/31/07	09/12/07
3689	08/31/07	09/12/07
3690	08/31/07	09/12/07
3691	08/31/07	09/12/07
3928	10/31/07	11/16/07
3929	10/31/07	11/16/07

3930	10/31/07	11/16/07
3931	10/31/07	11/16/07
3934	10/31/07	11/16/07
3935	10/31/07	11/16/07
4051	11/30/07	12/24/07
4052	11/30/07	12/24/07
4055	11/30/07	12/24/07
4056	11/30/07	12/24/07
5288	10/31/08	11/12/08
5289	10/31/08	11/12/08
5292	10/31/08	11/12/08
5293	10/31/08	11/12/08
5295	10/31/08	11/12/08
5296	10/31/08	11/14/08
5297	10/31/08	11/12/08
5344	10/31/08	11/14/08
5345	10/31/08	11/12/08
5360	11/30/08	12/09/08
5361	11/30/08	12/09/08
5362	11/30/08	12/09/08
5363	11/30/08	12/09/08
5364	11/30/08	12/09/08

5365	11/30/08	12/09/08
5366	11/30/08	12/09/08
5367	11/30/08	12/08/08
5368	11/30/08	12/09/08
5369	11/30/08	12/08/08
5370	11/30/08	12/08/08
5371	11/30/08	12/09/08
5496	12/31/08	01/13/09
5497	12/31/08	01/13/09
5498	12/31/08	01/13/09
5499	12/31/08	01/13/09
5500	12/31/08	01/13/09
5501	12/31/08	01/13/09
5502	12/31/08	01/13/09
5503	12/31/08	01/13/09
5504	12/31/08	01/13/09
5738	01/31/09	02/05/09
5739	01/31/09	02/06/09
5740	01/31/09	02/06/09
5741	01/31/09	02/05/09
5742	01/31/09	02/06/09
5743	01/31/09	02/06/09

5744	01/31/09	02/06/09
5745	01/31/09	02/05/09
5746	01/31/09	02/06/09
5747	01/31/09	02/05/09
5748	01/31/09	02/05/09
5749	01/31/09	02/05/09
5750	01/31/09	02/05/09
5806	02/08/09	03/17/09
5807	02/28/09	03/17/09
5809	02/28/09	03/17/09
5810	02/28/09	03/17/09
5811	02/28/09	03/17/09
5812	02/28/09	03/17/09
5813	02/28/09	03/17/09
5814	02/28/09	03/17/09
5815	02/28/09	03/17/09
5816	02/28/09	03/17/09
5884	03/31/09	04/14/09
5885	03/31/09	04/14/09
5886	03/31/09	04/14/09
5888	03/31/09	04/14/09
5889	03/31/09	04/14/09

5890	03/31/09	04/14/09
5891	03/31/09	04/14/09
5892	03/31/09	04/14/09
5893	03/31/09	04/14/09
5894	03/31/08	04/14/09
5896	03/31/09	04/14/09
5997	04/30/09	05/19/09
5980	04/30/09	05/19/09
5982	04/30/09	05/19/09
5983	04/30/09	05/19/09
5984	04/30/09	05/19/09
5986	04/30/09	05/19/09
5987	04/30/09	05/19/09
5989	04/30/09	05/12/09
5990	04/30/09	05/19/09
6037	04/30/09	05/19/09
6047	04/30/09	05/19/09
6147	05/31/09	06/11/09
6149	05/31/09	06/11/09
6151	05/31/09	06/11/09
6152	05/31/09	06/11/09
6153	05/31/09	06/11/09

6154	05/31/09	06/11/09
6155	05/31/09	06/11/09
6157	05/31/09	06/11/09
6159	05/31/09	06/11/09
6156	05/31/09	06/11/09
6206	06/01/09	06/11/09
6223	06/30/09	07/09/09
6224	06/30/09	07/09/09
6225	06/30/09	07/09/09
6227	06/30/09	07/09/09
6228	06/30/09	07/09/09
6229	06/30/09	07/09/09
6230	06/30/09	07/09/09
6231	06/30/09	07/09/09
6232	06/30/09	07/09/09
6234	06/30/09	07/09/09
6235	06/30/09	07/09/09
6236	06/30/09	07/09/09
6285	06/30/09	07/09/09
6407	07/31/09	08/12/09
6408	07/31/09	08/12/09
6409	07/31/09	08/12/09

6410	07/31/09	08/12/09
6411	07/31/09	08/12/09
6412	07/31/09	08/12/09
6413	07/31/09	08/12/09
6415	07/31/09	08/12/09
6416	07/31/09	08/12/09
6417	07/31/09	08/12/09
6418	07/31/09	08/12/09
6419	07/31/09	08/12/09
6420	07/31/09	08/12/09
6483	08/31/09	09/16/09
6484	08/31/09	09/16/09
6485	08/31/09	09/16/09
6486	08/31/09	09/16/09
6487	08/31/09	09/16/09
6489	08/31/09	09/16/09
6490	08/31/09	09/16/09
6493	08/31/09	09/16/09
6494	08/31/09	09/16/09
6495	08/31/09	09/16/09
6496	08/31/09	09/16/09
6540	08/31/09	09/16/09

6541	08/31/09	09/16/09
6546	08/31/09	09/16/09
6549	08/31/09	09/16/09
6631	09/30/09	10/07/09
6632	09/30/09	10/07/09
6633	09/30/09	10/07/09
6635	09/30/09	10/07/09
6636	09/30/09	10/07/09
6638	09/30/09	10/07/09
6639	09/30/09	10/07/09
6640	09/30/09	10/07/09
6641	09/30/09	10/07/09
6642	09/30/09	10/07/09
6643	09/30/09	10/07/09
6644	09/30/09	10/07/09
6685	10/02/09	10/07/09
6705	10/31/09	11/02/09
6706	10/31/09	11/10/09
6707	10/31/09	11/10/09
6709	10/31/09	11/10/09
6710	10/31/09	11/10/09
6712	10/31/09	11/10/09



6713	10/31/09	11/10/09
6714	10/31/09	11/10/09
6715	10/31/09	11/10/09
6716	10/31/09	11/10/09
6717	10/31/09	11/10/09
6718	10/31/09	11/10/09
6719	10/31/09	12/01/09
6720	10/31/09	12/01/09
6979	11/30/09	12/18/09
6980	11/30/09	12/18/09
6981	11/30/09	12/18/09
6982	11/30/09	12/18/09
6984	11/30/09	12/18/09
6985	11/30/09	12/18/09
6986	11/30/09	12/18/09
6987	11/30/09	12/18/09
6988	11/30/09	12/18/09
6989	11/30/09	12/18/09
7064	11/30/09	12/18/09
6708	12/31/09	03/25/09
6710	12/31/09	03/25/09
7170	12/31/09	03/25/09

7172	12/31/09	03/25/09
7173	12/31/09	03/25/09
7174	12/31/09	03/25/09
7175	12/31/09	04/12/09
7177	12/31/09	04/12/09
7178	12/31/09	04/12/09
7179	12/31/09	03/25/09
7249	12/31/09	03/25/09
7250	12/31/09	03/25/09
7251	12/31/09	04/12/09
7405	01/31/10	03/24/10
7409	01/31/10	03/24/10
7411	01/31/10	03/24/10
7412	01/31/10	03/24/10
7413	01/31/10	03/24/10
7414	01/31/10	03/24/10
7415	01/31/10	03/24/10
7419	01/31/10	03/24/10
7420	01/31/10	03/24/10
7421	01/31/10	03/24/10
7423	01/31/10	03/24/10
7466	01/31/10	03/24/10

7467	01/31/10	03/24/10
7476	01/31/10	03/24/10
7617	02/28/10	03/24/10
7618	02/28/10	03/25/10
7619	02/28/10	03/24/10
7620	02/28/10	03/24/10
7621	02/28/10	03/24/10
7623	02/28/10	03/24/10
7624	02/28/10	03/24/10
7625	02/28/10	03/24/10
7626	02/28/10	03/24/10
7627	02/28/10	03/24/10
7628	02/28/10	03/24/10
7629	02/28/10	03/24/10
7630	02/28/10	03/24/10
7631	02/28/10	03/24/10
7703	02/28/10	03/24/10
7846	03/31/10	04/19/10

121. Defendant LEWIS, having devised a scheme to defraud the MICCOSUKEE TRIBE of millions of dollars, in concert with Defendant CYPRESS, Defendant MARTINEZ, Defendant HERNANDEZ, Defendant TEIN, and Defendant LEWIS TEIN, P.L., mailed the fraudulent invoices for the legal work of Defendant

LEWIS, Defendant TEIN, and Defendant LEWIS TEIN, P.L., to the MICCOSUKEE TRIBE to be approved and have payment issued and mailed, in violation of 18 U.S.C. § 1341.

#### **DEFENDANT TEIN**

122. Defendant TEIN knowingly derived income through money laundering, mail fraud, and engaging in monetary transactions in criminally derived property, which he used in the operation of the Enterprise described above, which resulted in a loss of millions of dollars to the MICCOSUKEE TRIBE. These actions by Defendant TEIN are in direct violation of 18 U.S.C. § 1962(a).

123. Defendant TEIN knowingly derived income through money laundering, mail fraud, and engaging in monetary transactions in criminally derived property, and maintained control of the Enterprise described above resulting in a loss of millions of dollars to the MICCOSUKEE TRIBE. These actions by Defendant TEIN are in direct violation of 18 U.S.C. § 1962(b).

124. Defendant TEIN knowingly derived income through money laundering, mail fraud, and engaging in monetary transactions in criminally derived property, and through those actions participated in the conduct of the affairs of the Enterprise described above, which resulted in a loss of millions of dollars to the MICCOSUKEE TRIBE. These actions by Defendant TEIN are in direct violation of 18 U.S.C. § 1962(c).

- a. Defendant TEIN, in rendition of his dual representation of the MICCOSUKEE TRIBE and Defendant CYPRESS, crossed the line between traditional legal services and actively participated in directing the Enterprise.

- b. As explained below, Defendant TEIN's actions in concert with Defendant CYPRESS, Defendant MARTINEZ, Defendant HERNANDEZ, Defendant LEWIS, and Defendant LEWIS TEIN, P.L., went beyond traditional legal representation by actively participating in the kickback scheme and effectively managing or operating the affairs of the Enterprise.

**VIOLATION OF 18 U.S.C. § 1956 BY DEFENDANT TEIN**

125. In April of 2005, Defendant CYPRESS hired Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN, P.L. to represent him in personal legal matters, including, but not limited to, a tax evasion investigation by the IRS for making unauthorized charges in the millions of dollars on charge cards issued by the MICCOSUKEE TRIBE for his own personal use.

126. Defendant CYPRESS hired Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN, P.L. arbitrarily and without the express knowledge of the governing body of the MICCOSUKEE TRIBE, at a rate that was three times higher than the rate of attorneys with more experience, prestige, and expertise in the field.

127. Unbeknownst to the governing body of the MICCOSUKEE TRIBE, at the time of their hiring in 2005, Defendant CYPRESS, Defendant MARTINEZ, Defendant HERNANDEZ, Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN, P.L. designed, agreed, and implemented a secret scheme for their mutual benefit and to the detriment of the MICCOSUKEE TRIBE. This secret scheme was based on several components.

- a. The first component of this secret scheme created in April of 2005, involved Defendant CYPRESS's failure to pay the legal fees for his representation to Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN, P.L.
- b. Instead, Defendant CYPRESS assigned to Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN, P.L. arbitrarily created, fictitious and unnecessary legal work, which was combined with some legitimate legal work, under the guise that the work was for a "tribal purpose."
- c. In turn, Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN, P.L. charged the MICCOSUKEE TRIBE unreasonable and excessive legal fees for work that they knew had been created, designed and arbitrarily approved by Defendant CYPRESS.
- d. The second component of this secret scheme created on or about April 2005, by Defendant CYPRESS, Defendant MARTINEZ, Defendant HERNANDEZ, Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN, P.L., was a plan under which a substantial amount of the legal fees paid by the MICCOSUKEE TRIBE to Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN, P.L. for non-tribal work, such as the personal legal representation of Defendant CYPRESS, would be fraudulently disguised and reflected as "loans" to be paid at a future time.
- e. Defendant CYPRESS, Defendant MARTINEZ, Defendant HERNANDEZ, Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN, P.L.

knew that these “loans” charged against the MICCOSUKEE TRIBE were not properly authorized by the General Council of the MICCOSUKEE TRIBE and that most of the named recipients of these “loans,” were not aware or had not agreed to the amount reflected on these “loans.”

- f. The “loans” described above were never intended to be paid back to the MICCOSUKEE TRIBE.
- g. Defendant CYPRESS, Defendant MARTINEZ, Defendant HERNANDEZ, Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN, P.L. knew that these “loans” were fictitious and that in practice they had only been created to justify the excessive and unreasonable legal fees authorized by Defendant CYPRESS, to be paid to Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN, P.L. from the funds of the MICCOSUKEE TRIBE.
- h. From February 2008 through January 2010, Defendant CYPRESS with assistance from Defendant MARTINEZ, Defendant HERNANDEZ, Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN, P.L. made some payments to the fictitious loans for legal fees created for the benefit of Defendant CYPRESS.
- i. The third component of this secret scheme created in April 2005, by Defendant CYPRESS, Defendant MARTINEZ, Defendant HERNANDEZ, Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN, P.L., was a “kickback plan” under which Defendant LEWIS, Defendant TEIN,

and Defendant LEWIS TEIN, P.L. would return some of their unreasonable and excessive legal fees from work arbitrarily assigned by Defendant CYPRESS back to Defendant CYPRESS so he could support his gambling habit, invest in real estate, purchase luxury vehicles, and pay a small fraction of the millions of dollars for personal items that he charged to several charge cards issued by the MICCOSUKEE TRIBE. From April 7, 2006 to January 13, 2010, Defendant CYPRESS with assistance from Defendant MARTINEZ, Defendant HERNANDEZ, Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN, P.L. made disproportionate large payments, including substantial cash payments, to the fictitious loans that Defendant MARTINEZ, Defendant HERNANDEZ, Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN had created for his benefit and which included Defendant CYPRESS's unauthorized charges for personal items on charge cards issued by the MICCOSUKEE TRIBE.

- j. The dates of Defendant CYPRESS'S substantial deposits coincided with the dates and billing cycles from the fraudulent invoices submitted by Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN, P.L. to the MICCOSUKEE TRIBE.

128. Defendant TEIN participated in the kickback plan and continued charging the MICCOSUKEE TRIBE excessive and unreasonable legal fees, knowing that the proceeds were the result of unlawful activity and that the transaction was designed in



order to conceal the nature, source, and ownership of the funds, in violation of 18 U.S.C. 1956(a)(1)(B)(i).

**VIOLATION OF 18 U.S.C. § 1957 BY DEFENDANT TEIN**

129. At all times material hereto, Defendant LEWIS and Defendant TEIN and Defendant LEWIS TEIN, P.L. billed the MICCOSUKEE TRIBE for millions of dollars in fictitious, excessive, exorbitant and unsubstantiated legal fees and used the money belonging to the MICCOSUKEE TRIBE to create, maintain, and expand a lavish and extravagant lifestyle consisting of the following:

- a. A 2008 Bentley Continental belonging to Defendant TEIN;
- b. A 2011 Porsche Cayenne belonging to Defendant TEIN;
- c. Acquisition of a property located in Pinecrest, Florida, by Defendant TEIN, valued at \$3,500,000.00;
- d. Satisfaction of real estate mortgage in the amount of \$400,000.00 by Defendant TEIN on real estate property located in Coral Gables, Florida.
- e. A corporation under the name of LT REALTY, INC. that is owned and operated by Defendant LEWIS, Defendant TEIN and Defendant LEWIS TEIN, P.L.
- f. A limited liability company under the name of OCEANS XIV, LLC that is owned and operated by Defendant LEWIS, Defendant TEIN and Defendant LEWIS TEIN, P.L.

130. The MICCOSUKEE TRIBE has a good faith and reasonable belief that many of the real and personal properties, acquired by Defendant TEIN from 2005 through 2010

were acquired, improved and/or maintained with the millions of dollars generated by Defendant LEWIS, Defendant TEIN and LEWIS TEIN, P.L. from the kickback scheme perpetrated against the MICCOSUKEE TRIBE.

131. Defendant TEIN engaged in the aforementioned purchases of real and personal property, knowing that the funds used to make those purchases were criminally derived property of a value greater than \$10,000, in violation of 18 U.S.C. § 1957(a).

**VIOLATION OF 18 U.S.C. § 1341 BY DEFENDANT TEIN**

132. As part of the kickback scheme described above, Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN, P.L., sent fraudulent invoices for legal work to the MICCOSUKEE TRIBE, through the mail from May 19, 2005 to August 3, 2010 for a total of ten million nine hundred seventeen thousand seven hundred fifty-two dollars and one cent (\$10,917,752.01).

133. These monthly invoices were sent through the mail to Defendant CYPRESS who arbitrarily approved them.

134. The payment of these fraudulent monthly invoices, approved by Defendant CYPRESS, was sent through the mail to Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN, P.L.

135. The following is a list of dates of invoices for which payment was issued and processed by Defendant MARTINEZ and Defendant HERNANDEZ, and subsequently sent through the mail, to Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN, P.L. for the invoices containing fictitious and unnecessary legal

work. Upon information and belief, the payment of the invoices was mailed on or about the date of payment.

<b>Invoice Number</b>	<b>Date of Invoice</b>	<b>Date of Payment</b>
6	05/02/05	05/19/05
7	05/02/05	05/19/05
8	05/02/05	05/19/05
33	05/31/05	06/21/05
32	05/31/05	06/21/05
31	05/31/05	06/21/05
65	06/30/05	07/08/05
66	06/30/05	07/08/05
67	06/30/05	07/08/05
68	06/30/05	07/08/05
122	07/31/05	08/05/05
123	07/31/05	08/05/05
124	07/31/05	08/05/05
125	07/31/05	08/05/05
228	08/31/05	12/05/05
421	10/31/05	12/13/05
422	10/31/05	12/13/05
423	10/31/05	12/13/05
424	10/31/05	12/13/05

425	10/31/05	12/13/05
514	11/30/05	12/09/05
515	11/30/05	12/09/05
516	11/30/05	12/09/05
517	11/30/05	12/09/05
552	12/31/05	01/10/06
553	12/31/05	01/10/06
554	12/31/05	01/10/06
555	12/31/05	01/10/06
556	12/31/05	01/10/06
604	01/31/06	02/08/06
845	02/28/06	05/18/06
1097	04/30/06	05/17/06
1105	04/30/06	05/18/06
1106	04/30/06	05/17/06
1109	04/30/06	05/17/06
1351	05/31/06	06/22/06
1352	05/31/06	06/22/06
1354	05/31/06	06/22/06
1357	05/31/06	06/22/06
1359	05/31/06	06/22/06
1360	05/31/06	06/22/06

1363	05/31/06	06/22/06
1364	05/31/06	06/22/06
1549	06/30/06	07/12/06
1551	06/30/06	07/12/06
1554	06/30/06	07/12/06
1556	06/30/06	07/12/06
1557	06/30/06	07/12/06
1561	06/30/06	07/12/06
1563	06/30/06	08/14/06
1564	06/30/06	08/14/06
1624	06/30/06	07/12/06
1747	07/31/06	08/08/06
1748	07/31/06	08/08/06
1750	07/31/06	08/08/06
1753	07/31/06	08/08/06
1755	07/31/06	08/08/06
1756	07/31/06	08/08/06
1760	07/31/06	08/08/06
1762	07/31/06	08/08/06
1763	07/31/06	08/08/06
1962	08/31/06	09/26/06
1964	08/31/06	10/04/06

1965	08/31/06	10/04/06
1967	08/31/06	10/04/06
1969	08/31/06	10/04/06
1971	08/31/06	09/26/06
1975	08/31/06	10/04/06
1978	08/31/06	10/04/06
1979	08/31/06	10/04/06
1980	08/31/06	09/26/06
2044	08/31/06	10/04/06
2174	09/30/06	10/25/06
2175	09/30/06	10/24/06
2180	09/30/06	10/24/06
2183	09/30/06	10/24/06
2187	09/30/06	10/24/06
2389	10/06	11/29/06
2190	09/30/06	10/24/06
2191	09/30/06	10/24/06
2192	09/30/06	10/24/06
2395	10/31/06	11/29/06
2398	10/31/06	11/29/06
2402	10/31/06	11/29/06
2405	10/31/06	11/29/06

2406	10/31/2006	11/29/06
2407	10/31/06	11/29/06
2408	10/31/06	11/29/06
2592	11/30/06	12/20/06
2593	11/30/06	12/20/06
2596	11/30/06	12/20/06
2597	11/30/06	12/20/06
2598	11/30/06	12/20/06
2714	01/12/07	02/01/07
2715	01/12/07	02/01/07
2717	01/12/07	02/01/07
2718	01/12/07	02/01/07
2719	01/12/07	02/01/07
2773	01/31/07	02/12/07
2774	01/31/07	02/12/07
2775	01/31/07	02/12/07
2776	01/31/07	02/12/07
2892	02/28/07	03/16/07
2893	02/28/07	03/16/07
2894	02/28/07	03/16/07
3069	03/31/07	04/30/07
3070	03/31/07	04/30/07

3071	03/31/07	04/30/07
3072	03/31/07	04/30/07
3240	04/30/07	05/17/07
3241	04/30/07	05/17/07
3242	04/30/07	05/17/07
3243	04/30/07	05/17/07
3244	04/30/07	05/17/07
3306	05/31/07	06/12/07
3307	05/31/07	06/11/07
3308	05/31/07	06/11/07
3309	05/31/07	06/11/07
3310	05/31/07	06/11/07
3366	06/30/07	07/13/07
3367	06/30/07	07/13/07
3368	06/30/07	07/13/07
3369	06/30/07	07/13/07
3370	06/30/07	07/13/07
3371	06/30/07	07/13/07
3372	06/30/07	07/13/07
3548	07/31/07	08/06/07
3549	07/31/07	08/06/07
3550	07/31/07	08/06/07



3551	07/31/07	08/06/07
3552	07/31/07	08/06/07
3555	07/31/07	08/06/07
3686	08/31/07	09/12/07
3687	08/31/07	09/12/07
3688	08/31/07	09/12/07
3689	08/31/07	09/12/07
3690	08/31/07	09/12/07
3691	08/31/07	09/12/07
3928	10/31/07	11/16/07
3929	10/31/07	11/16/07
3930	10/31/07	11/16/07
3931	10/31/07	11/16/07
3934	10/31/07	11/16/07
3935	10/31/07	11/16/07
4051	11/30/07	12/24/07
4052	11/30/07	12/24/07
4055	11/30/07	12/24/07
4056	11/30/07	12/24/07
5288	10/31/08	11/12/08
5289	10/31/08	11/12/08
5292	10/31/08	11/12/08

5293	10/31/08	11/12/08
5295	10/31/08	11/12/08
5296	10/31/08	11/14/08
5297	10/31/08	11/12/08
5344	10/31/08	11/14/08
5345	10/31/08	11/12/08
5360	11/30/08	12/09/08
5361	11/30/08	12/09/08
5362	11/30/08	12/09/08
5363	11/30/08	12/09/08
5364	11/30/08	12/09/08
5365	11/30/08	12/09/08
5366	11/30/08	12/09/08
5367	11/30/08	12/08/08
5368	11/30/08	12/09/08
5369	11/30/08	12/08/08
5370	11/30/08	12/08/08
5371	11/30/08	12/09/08
5496	12/31/08	01/13/09
5497	12/31/08	01/13/09
5498	12/31/08	01/13/09
5499	12/31/08	01/13/09

5500	12/31/08	01/13/09
5501	12/31/08	01/13/09
5502	12/31/08	01/13/09
5503	12/31/08	01/13/09
5504	12/31/08	01/13/09
5738	01/31/09	02/05/09
5739	01/31/09	02/06/09
5740	01/31/09	02/06/09
5741	01/31/09	02/05/09
5742	01/31/09	02/06/09
5743	01/31/09	02/06/09
5744	01/31/09	02/06/09
5745	01/31/09	02/05/09
5746	01/31/09	02/06/09
5747	01/31/09	02/05/09
5748	01/31/09	02/05/09
5749	01/31/09	02/05/09
5750	01/31/09	02/05/09
5806	02/08/09	03/17/09
5807	02/28/09	03/17/09
5809	02/28/09	03/17/09
5810	02/28/09	03/17/09

5811	02/28/09	03/17/09
5812	02/28/09	03/17/09
5813	02/28/09	03/17/09
5814	02/28/09	03/17/09
5815	02/28/09	03/17/09
5816	02/28/09	03/17/09
5884	03/31/09	04/14/09
5885	03/31/09	04/14/09
5886	03/31/09	04/14/09
5888	03/31/09	04/14/09
5889	03/31/09	04/14/09
5890	03/31/09	04/14/09
5891	03/31/09	04/14/09
5892	03/31/09	04/14/09
5893	03/31/09	04/14/09
5894	03/31/08	04/14/09
5896	03/31/09	04/14/09
5997	04/30/09	05/19/09
5980	04/30/09	05/19/09
5982	04/30/09	05/19/09
5983	04/30/09	05/19/09
5984	04/30/09	05/19/09

5986	04/30/09	05/19/09
5987	04/30/09	05/19/09
5989	04/30/09	05/12/09
5990	04/30/09	05/19/09
6037	04/30/09	05/19/09
6047	04/30/09	05/19/09
6147	05/31/09	06/11/09
6149	05/31/09	06/11/09
6151	05/31/09	06/11/09
6152	05/31/09	06/11/09
6153	05/31/09	06/11/09
6154	05/31/09	06/11/09
6155	05/31/09	06/11/09
6157	05/31/09	06/11/09
6159	05/31/09	06/11/09
6156	05/31/09	06/11/09
6206	06/01/09	06/11/09
6223	06/30/09	07/09/09
6224	06/30/09	07/09/09
6225	06/30/09	07/09/09
6227	06/30/09	07/09/09
6228	06/30/09	07/09/09

6229	06/30/09	07/09/09
6230	06/30/09	07/09/09
6231	06/30/09	07/09/09
6232	06/30/09	07/09/09
6234	06/30/09	07/09/09
6235	06/30/09	07/09/09
6236	06/30/09	07/09/09
6285	06/30/09	07/09/09
6407	07/31/09	08/12/09
6408	07/31/09	08/12/09
6409	07/31/09	08/12/09
6410	07/31/09	08/12/09
6411	07/31/09	08/12/09
6412	07/31/09	08/12/09
6413	07/31/09	08/12/09
6415	07/31/09	08/12/09
6416	07/31/09	08/12/09
6417	07/31/09	08/12/09
6418	07/31/09	08/12/09
6419	07/31/09	08/12/09
6420	07/31/09	08/12/09
6483	08/31/09	09/16/09

6484	08/31/09	09/16/09
6485	08/31/09	09/16/09
6486	08/31/09	09/16/09
6487	08/31/09	09/16/09
6489	08/31/09	09/16/09
6490	08/31/09	09/16/09
6493	08/31/09	09/16/09
6494	08/31/09	09/16/09
6495	08/31/09	09/16/09
6496	08/31/09	09/16/09
6540	08/31/09	09/16/09
6541	08/31/09	09/16/09
6546	08/31/09	09/16/09
6549	08/31/09	09/16/09
6631	09/30/09	10/07/09
6632	09/30/09	10/07/09
6633	09/30/09	10/07/09
6635	09/30/09	10/07/09
6636	09/30/09	10/07/09
6638	09/30/09	10/07/09
6639	09/30/09	10/07/09
6640	09/30/09	10/07/09

6641	09/30/09	10/07/09
6642	09/30/09	10/07/09
6643	09/30/09	10/07/09
6644	09/30/09	10/07/09
6685	10/02/09	10/07/09
6705	10/31/09	11/02/09
6706	10/31/09	11/10/09
6707	10/31/09	11/10/09
6709	10/31/09	11/10/09
6710	10/31/09	11/10/09
6712	10/31/09	11/10/09
6713	10/31/09	11/10/09
6714	10/31/09	11/10/09
6715	10/31/09	11/10/09
6716	10/31/09	11/10/09
6717	10/31/09	11/10/09
6718	10/31/09	11/10/09
6719	10/31/09	12/01/09
6720	10/31/09	12/01/09
6979	11/30/09	12/18/09
6980	11/30/09	12/18/09
6981	11/30/09	12/18/09



6982	11/30/09	12/18/09
6984	11/30/09	12/18/09
6985	11/30/09	12/18/09
6986	11/30/09	12/18/09
6987	11/30/09	12/18/09
6988	11/30/09	12/18/09
6989	11/30/09	12/18/09
7064	11/30/09	12/18/09
6708	12/31/09	03/25/09
6710	12/31/09	03/25/09
7170	12/31/09	03/25/09
7172	12/31/09	03/25/09
7173	12/31/09	03/25/09
7174	12/31/09	03/25/09
7175	12/31/09	04/12/09
7177	12/31/09	04/12/09
7178	12/31/09	04/12/09
7179	12/31/09	03/25/09
7249	12/31/09	03/25/09
7250	12/31/09	03/25/09
7251	12/31/09	04/12/09
7405	01/31/10	03/24/10

7409	01/31/10	03/24/10
7411	01/31/10	03/24/10
7412	01/31/10	03/24/10
7413	01/31/10	03/24/10
7414	01/31/10	03/24/10
7415	01/31/10	03/24/10
7419	01/31/10	03/24/10
7420	01/31/10	03/24/10
7421	01/31/10	03/24/10
7423	01/31/10	03/24/10
7466	01/31/10	03/24/10
7467	01/31/10	03/24/10
7476	01/31/10	03/24/10
7617	02/28/10	03/24/10
7618	02/28/10	03/25/10
7619	02/28/10	03/24/10
7620	02/28/10	03/24/10
7621	02/28/10	03/24/10
7623	02/28/10	03/24/10
7624	02/28/10	03/24/10
7625	02/28/10	03/24/10
7626	02/28/10	03/24/10

7627	02/28/10	03/24/10
7628	02/28/10	03/24/10
7629	02/28/10	03/24/10
7630	02/28/10	03/24/10
7631	02/28/10	03/24/10
7703	02/28/10	03/24/10
7846	03/31/10	04/19/10

136. Defendant TEIN, having devised a scheme to defraud the MICCOSUKEE TRIBE of millions of dollars, in concert with Defendant CYPRESS, Defendant MARTINEZ, Defendant HERNANDEZ, Defendant LEWIS, and Defendant LEWIS TEIN, P.L., mailed the fraudulent invoices for the legal work of Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN, P.L., to the MICCOSUKEE TRIBE to be approved and have payment issued and mailed in violation of 18 U.S.C. § 1341.

**DEFENDANT LEWIS TEIN, P.L.**

137. Defendant LEWIS TEIN, P.L. knowingly derived income through money laundering, mail fraud, and engaging in monetary transactions in criminally derived property, which he used in the operation of the Enterprise described above, which resulted in a loss of millions of dollars to the MICCOSUKEE TRIBE. These actions by Defendant LEWIS TEIN, P.L., are in direct violation of 18 U.S.C. § 1962(a).

138. Defendant LEWIS TEIN, P.L. knowingly derived income through money laundering, mail fraud, and engaging in monetary transactions in criminally derived property, and maintained control of the Enterprise described above resulting in a loss of millions of

dollars to the MICCOSUKEE TRIBE. These actions by Defendant LEWIS TEIN, P.L., are in direct violation of 18 U.S.C. § 1962(b).

139. Defendant LEWIS TEIN, P.L., knowingly derived income through money laundering, mail fraud, and engaging in monetary transactions in criminally derived property, and through those actions participated in the conduct of the affairs of the Enterprise described above, which resulted in a loss of millions of dollars to the MICCOSUKEE TRIBE. These actions by Defendant LEWIS TEIN, P.L. are in direct violation of 18 U.S.C. § 1962(c).

- a. Defendant LEWIS TEIN, P.L. in rendition of the dual representation of the MICCOSUKEE TRIBE and Defendant CYPRESS, crossed the line between traditional legal services and actively participated in directing the Enterprise.
- b. As explained below, Defendant LEWIS TEIN, P.L.'s actions in concert with Defendant CYPRESS, Defendant MARTINEZ, Defendant HERNANDEZ, Defendant LEWIS, and Defendant TEIN went beyond traditional legal representation, by actively participating in the kickback scheme and effectively managing or operating the affairs of the Enterprise.

**VIOLATION OF 18 U.S.C. § 1956 BY DEFENDANT LEWIS TEIN, P.L.**

140. On April 2005, Defendant CYPRESS hired Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN, P.L. to represent him in personal legal matters, including, but not limited to, a tax evasion investigation by the IRS for making unauthorized charges in the millions of dollars on credit cards issued by the MICCOSUKEE TRIBE for his own personal use.

141. Defendant CYPRESS hired Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN, P.L. arbitrarily and without the express knowledge of the governing body of the MICCOSUKEE TRIBE, at a rate that was three times higher than the rate of attorneys with more experience, prestige, and expertise in the field.

142. Unbeknownst to the governing body of the MICCOSUKEE TRIBE, at the time of their hiring in 2005, Defendant CYPRESS, Defendant MARTINEZ, Defendant HERNANDEZ, Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN, P.L. designed, agreed, and implemented a secret scheme for their mutual benefit and to the detriment of the MICCOSUKEE TRIBE. This secret scheme was based on several components.

- a. The first component of this secret scheme created in April of 2005 involved Defendant CYPRESS's failure to pay the legal fees for his representation to Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN, P.L.
- b. Instead, Defendant CYPRESS assigned to Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN, P.L. arbitrarily created, fictitious and unnecessary legal work, which was combined with some legitimate legal work, under the guise that the work was for a "tribal purpose."
- c. In turn, Defendant LEWIS, Defendant TEIN and Defendant LEWIS TEIN, P.L. charged the MICCOSUKEE TRIBE unreasonable and excessive legal fees for work that they knew had been created, designed and arbitrarily approved by Defendant CYPRESS.

- d. The second component of this secret scheme created on or about April of 2005 by Defendant CYPRESS, Defendant MARTINEZ, Defendant HERNANDEZ, Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN, P.L., was a plan under which a substantial amount of the legal fees paid by the MICCOSUKEE TRIBE to Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN, P.L. for non-tribal work, such as the personal legal representation of Defendant CYPRESS, would be fraudulently disguised and reflected as “loans” to be paid at a future time.
- e. Defendant CYPRESS, Defendant MARTINEZ, Defendant HERNANDEZ, Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN, P.L. knew that these “loans” charged against the MICCOSUKEE TRIBE were not properly authorized by the General Council of the MICCOSUKEE TRIBE and that most of the named recipients of these “loans” were not aware or had not agreed to the amount reflected on these “loans.”
- f. The “loans” described above were never intended to be paid back to the MICCOSUKEE TRIBE.
- g. Defendant CYPRESS, Defendant MARTINEZ, Defendant HERNANDEZ, Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN, P.L. knew that these “loans” were fictitious and that in practice they had only been created to justify the excessive and unreasonable legal fees authorized by Defendant CYPRESS, to be paid to Defendant LEWIS, Defendant

TEIN, and Defendant LEWIS TEIN, P.L., from the funds of the MICCOSUKEE TRIBE.

- h. From February 2008 through January 2010, Defendant CYPRESS with assistance from Defendant MARTINEZ, Defendant HERNANDEZ, Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN, P.L. made some payments to the fictitious loans for legal fees created for the benefit of Defendant CYPRESS.
- i. The third component of this secret scheme created in April of 2005 by Defendant CYPRESS, Defendant MARTINEZ, Defendant HERNANDEZ, Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN, P.L., was a “kickback plan” under which Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN, P.L. would return some of their unreasonable and excessive legal fees from work arbitrarily assigned by Defendant CYPRESS back to Defendant CYPRESS so he could support his gambling habit, invest in real estate, purchase luxury vehicles, and pay a small fraction of the millions of dollars for personal items that he charged to several charge cards issued by the MICCOSUKEE TRIBE. From April 7, 2006 to January 13, 2010, Defendant CYPRESS with assistance from Defendant MARTINEZ, Defendant HERNANDEZ, Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN, P.L. made disproportionate large payments, including substantial cash payments, to the fictitious loans that Defendant MARTINEZ, Defendant HERNANDEZ, Defendant

LEWIS, Defendant TEIN, and Defendant LEWIS TEIN had created for his benefit and which included Defendant CYPRESS's unauthorized charges for personal items on credit cards issued by the MICCOSUKEE TRIBE.

- j. The dates of Defendant CYPRESS's substantial deposits coincided with the dates and billing cycles from the fraudulent invoices submitted by Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN, P.L. to the MICCOSUKEE TRIBE.

143. Defendant LEWIS TEIN, P.L. participated in the kickback plan and continued charging the MICCOSUKEE TRIBE excessive and unreasonable legal fees knowing that the proceeds were the result of unlawful activity and that the transaction was designed in order to conceal the nature, source, and ownership of the funds, in violation of 18 U.S.C. 1956(a)(1)(B)(i).

**VIOLATION OF 18 U.S.C. § 1957 BY DEFENDANT LEWIS TEIN, P.L.**

144. At all times material hereto, Defendant LEWIS and Defendant TEIN and Defendant LEWIS TEIN, P.L. billed the MICCOSUKEE TRIBE for millions of dollars in fictitious, excessive, exorbitant, and unsubstantiated legal fees and used the money belonging to the MICCOSUKEE TRIBE to create, maintain and expand the following:

- a. A corporation under the name of LT REALTY, INC., that is owned and operated by Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN, P.L.



- b. A limited liability company under the name of OCEANS XIV, LLC that is owned and operated by Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN, P.L..

145. The MICCOSUKEE TRIBE has a good faith and reasonable belief that the corporate entities, acquired by Defendant LEWIS TEIN, P.L. from 2005 through 2010, were acquired, improved, and/or maintained with the millions of dollars generated by Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN, P.L. from the kickback scheme perpetrated against the MICCOSUKEE TRIBE.

146. Defendant LEWIS TEIN, P.L. engaged in the aforementioned purchases of the corporate entities, knowing that the funds used to make those purchases were criminally derived property of a value greater than \$10,000, in violation of 18 U.S.C. § 1957(a).

**VIOLATION OF 18 U.S.C. § 1341 BY DEFENDANT LEWIS TEIN, P.L.**

147. As part of the kickback scheme described above, Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN, P.L. sent fraudulent invoices for legal work to the MICCOSUKEE TRIBE, through the mail, from May 19, 2005 to August 3, 2010 for a total of ten million nine hundred seventeen thousand seven hundred fifty-two dollars and one cent (\$10,917,752.01).

148. These monthly invoices were sent through the mail to Defendant CYPRESS, who arbitrarily approved them.

149. The payment of these fraudulent monthly invoices, approved by Defendant CYPRESS, was sent through the mail to Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN, P.L.

150. The following is a list of dates of invoices for which payment was issued by Defendant MARTINEZ and Defendant HERNANDEZ, and subsequently sent through the mail to Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN, P.L. for the invoices containing fictitious and unnecessary legal work. Upon information and belief, the payment of the invoices was mailed on or about the date of payment.

<b>Invoice Number</b>	<b>Date of Invoice</b>	<b>Date of Payment</b>
6	05/02/05	05/19/05
7	05/02/05	05/19/05
8	05/02/05	05/19/05
33	05/31/05	06/21/05
32	05/31/05	06/21/05
31	05/31/05	06/21/05
65	06/30/05	07/08/05
66	06/30/05	07/08/05
67	06/30/05	07/08/05
68	06/30/05	07/08/05
122	07/31/05	08/05/05
123	07/31/05	08/05/05
124	07/31/05	08/05/05
125	07/31/05	08/05/05
228	08/31/05	12/05/05
421	10/31/05	12/13/05

422	10/31/05	12/13/05
423	10/31/05	12/13/05
424	10/31/05	12/13/05
425	10/31/05	12/13/05
514	11/30/05	12/09/05
515	11/30/05	12/09/05
516	11/30/05	12/09/05
517	11/30/05	12/09/05
552	12/31/05	01/10/06
553	12/31/05	01/10/06
554	12/31/05	01/10/06
555	12/31/05	01/10/06
556	12/31/05	01/10/06
604	01/31/06	02/08/06
845	02/28/06	05/18/06
1097	04/30/06	05/17/06
1105	04/30/06	05/18/06
1106	04/30/06	05/17/06
1109	04/30/06	05/17/06
1351	05/31/06	06/22/06
1352	05/31/06	06/22/06
1354	05/31/06	06/22/06

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1753	07/31/06	08/08/06
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1763	07/31/06	08/08/06
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1965	08/31/06	10/04/06
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1969	08/31/06	10/04/06
1971	08/31/06	09/26/06
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1979	08/31/06	10/04/06
1980	08/31/06	09/26/06
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2180	09/30/06	10/24/06
2183	09/30/06	10/24/06
2187	09/30/06	10/24/06
2389	10/06	11/29/06
2190	09/30/06	10/24/06
2191	09/30/06	10/24/06
2192	09/30/06	10/24/06
2395	10/31/06	11/29/06

2398	10/31/06	11/29/06
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2405	10/31/06	11/29/06
2406	10/31/2006	11/29/06
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2408	10/31/06	11/29/06
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2593	11/30/06	12/20/06
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6206	06/01/09	06/11/09
6223	06/30/09	07/09/09
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6715	10/31/09	11/10/09
6716	10/31/09	11/10/09
6717	10/31/09	11/10/09
6718	10/31/09	11/10/09
6719	10/31/09	12/01/09
6720	10/31/09	12/01/09

6979	11/30/09	12/18/09
6980	11/30/09	12/18/09
6981	11/30/09	12/18/09
6982	11/30/09	12/18/09
6984	11/30/09	12/18/09
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6987	11/30/09	12/18/09
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7251	12/31/09	04/12/09
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7409	01/31/10	03/24/10
7411	01/31/10	03/24/10
7412	01/31/10	03/24/10
7413	01/31/10	03/24/10
7414	01/31/10	03/24/10
7415	01/31/10	03/24/10
7419	01/31/10	03/24/10
7420	01/31/10	03/24/10
7421	01/31/10	03/24/10
7423	01/31/10	03/24/10
7466	01/31/10	03/24/10
7467	01/31/10	03/24/10
7476	01/31/10	03/24/10
7617	02/28/10	03/24/10
7618	02/28/10	03/25/10
7619	02/28/10	03/24/10
7620	02/28/10	03/24/10
7621	02/28/10	03/24/10
7623	02/28/10	03/24/10

7624	02/28/10	03/24/10
7625	02/28/10	03/24/10
7626	02/28/10	03/24/10
7627	02/28/10	03/24/10
7628	02/28/10	03/24/10
7629	02/28/10	03/24/10
7630	02/28/10	03/24/10
7631	02/28/10	03/24/10
7703	02/28/10	03/24/10
7846	03/31/10	04/19/10

151. Defendant LEWIS TEIN, P.L. having devised a scheme to defraud the MICCOSUKEE TRIBE of millions of dollars in concert with Defendant CYPRESS, Defendant MARTINEZ, Defendant HERNANDEZ, Defendant LEWIS, and Defendant TEIN, mailed the fraudulent invoices for the legal work of Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN, P.L. to the MICCOSUKEE TRIBE to be approved and have payment issued and mailed in violation of 18 U.S.C. § 1341.

#### **DEFENDANT MORGAN STANLEY**

152. Defendant MORGAN STANLEY knowingly derived income through money laundering and mail fraud, and acquired an interest in the Enterprise described above resulting in a loss of millions of dollars to the MICCOSUKEE TRIBE. These actions by Defendant MORGAN STANLEY are in direct violation of 18 U.S.C. § 1962(b).

**VIOLATION OF 18 U.S.C. § 1956 BY DEFENDANT MORGAN STANLEY**

153. From 2005 through and including 2010, FINANCIAL ADVISOR FERNANDEZ was assigned and in charge of the Morgan Stanley Investment Account on behalf of Defendant MORGAN STANLEY from where millions of dollars were diverted, stolen, used and improperly taken by Defendant CYPRESS for his personal use and benefit, and for the use and benefit of the Enterprise and of Defendant MARTINEZ, Defendant HERNANDEZ, Defendant LEWIS, Defendant TEIN, and Defendant LEWIS TEIN, P.L.

154. From 2005 through and including January 2010, FINANCIAL ADVISOR FERNANDEZ and the local Branch Manager<sup>1</sup> authorized these fraudulent transactions and theft of these funds by Defendant CYPRESS, and ensured that these transactions were always approved despite the fact that they were in violation of the policies and procedures of Defendant MORGAN STANLEY; and against the safeguards established by Defendant MORGAN STANLEY for this type of account; and which were supposed to be in place in order to protect the investments of the MICCOSUKEE TRIBE.

155. From 2005 through and including January 2010, FINANCIAL ADVISOR FERNANDEZ and Defendant MORGAN STANLEY knew that Defendant CYPRESS was stealing, plundering, and raiding the Morgan Stanley Investment Account and converting millions of dollars from this Investment Account for his personal use and benefit, as well as the personal use and benefit of third parties.

156. FINANCIAL ADVISOR FERNANDEZ and Defendant MORGAN STANLEY failed to inform the MICCOSUKEE TRIBE, or take any actions or measures to

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<sup>1</sup> Branch manager refers to any person holding the position of Senior Vice-President and/or the position of branch manager during the period of time relevant to this Complaint.

prevent the continuing theft and conversion of these funds by Defendant CYPRESS and the RICO Enterprise because FINANCIAL ADVISOR FERNANDEZ and Defendant MORGAN STANLEY did not want to lose its management of this Morgan Stanley Investment Account, as well as other accounts of the MICCOSUKEE TRIBE, nor the fees that it was receiving from its management of these accounts.

157. The scheme created, perpetrated and concealed by Defendant CYPRESS, Defendant MARTINEZ, Defendant HERNANDEZ, Defendant LEWIS, Defendant TEIN, Defendant LEWIS TEIN, P.L., and Defendant MORGAN STANLEY entailed withdrawing several thousand dollars daily from the MICCOSUKEE TRIBE's MORGAN STANLEY FMA Cards and American Express charge cards to indulge in personal expenditures such as gambling, purchasing expensive homes, and other real estate, exotic vacations, and a flotilla of vehicles.

158. The MICCOSUKEE TRIBE re-avers and re-alleges paragraph 45 herein, which shows a detailed description of withdrawals made by Defendant CYPRESS.

159. Defendant MORGAN STANLEY and FINANCIAL ADVISOR FERNANDEZ, performed atypical banking transactions, some of which were in direct violation or exceptions to established safeguards, policies, and standard investment and banking practices established by Defendant MORGAN STANLEY and federal regulations under the Bank Secrecy Act:

- a. approving Defendant CYPRESS's decision to override the three (3) signatures required for withdrawals of funds from the Morgan Stanley Investment Account;

- b. authorizing the daily withdrawal of funds that were well above the standard practices permitted of daily ATM limits;
- c. authorizing and establishing automatic funds transfers between the Morgan Stanley Investment Account and other accounts of the MICCOSUKEE TRIBE in direct contradiction to Defendant MORGAN STANLEY's standard financial practices; and,
- d. failing to disclose to the MICCOSUKEE TRIBE the suspicious withdrawals upon learning of them, but instead, maintaining it a secret to prevent the MICCOSUKEE TRIBE from discovering the true purpose for which the funds were being withdrawn.

160. Defendant MORGAN STANLEY received substantial benefits in fees for their management of the Morgan Stanley Investment Account.

161. Defendant MORGAN STANLEY participated in the RICO Enterprise by approving continuous, suspicious withdrawals by Defendant CYPRESS, knowing that the withdrawals were unauthorized, not for official tribal purpose and as such the result of unlawful activity and that the transaction was designed in order to conceal the nature, source, and ownership of the funds in violation of 18 U.S.C. § 1956(a)(1)(B)(i).

#### **INJURY TO THE MICCOSUKEE TRIBE**

162. By virtue of the Defendants' violation of 18 U.S.C. § 1962(a), (b), and/or (c), the MICCOSUKEE TRIBE has sustained a substantial injury.

163. The actions of Defendants CYPRESS, MARTINEZ, HERNANDEZ, LEWIS, TEIN, LEWIS TEIN, P.L., and MORGAN STANLEY as part of the RICO Enterprise were

the proximate cause of the depletion of millions of dollars from the MICCOSUKEE TRIBE that were intended for tribal purposes. The injury to the MICCOSUKEE TRIBE would not have happened but for the acts of money laundering, mail fraud, and engaging in a monetary transactions in criminally derived property by the Defendants through the RICO Enterprise.

164. The approximate total amount of damages suffered by the MICCOSUKEE TRIBE, as a direct result of Defendants CYPRESS, MARTINEZ, HERNANDEZ, LEWIS, TEIN, LEWIS TEIN, P.L., and MORGAN STANLEY's RICO violations, is **TWENTY-SIX MILLION DOLLARS (\$26,000,000.00)** exclusive of interests, attorneys' fees and other damages that may be applicable by law.

## COUNT II

### **CONSPIRACY TO VIOLATE RICO (AS TO DEFENDANTS CYPRESS, MARTINEZ, HERNANDEZ, LEWIS, TEIN, LEWIS TEIN, P.L. AND MORGAN STANLEY)**

165. In violation of 18 U.S.C. § 1962(d) Defendant CYPRESS, Defendant MARTINEZ, Defendant HERNANDEZ, Defendant LEWIS, Defendant TEIN, Defendant LEWIS TEIN, P.L., and Defendant MORGAN STANLEY agreed and conspired to violate 18 U.S.C. § 1962(a)-(c).

166. Defendant CYPRESS, Defendant MARTINEZ, Defendant HERNANDEZ, Defendant LEWIS, Defendant TEIN, Defendant LEWIS TEIN, P.L., and Defendant MORGAN STANLEY agreed and conspired to pursue the criminal objectives of the RICO Enterprise, which were to pursue a pattern of racketeering activity including: money laundering, mail fraud, and engaging in monetary transactions in criminally derived property of a value greater than \$10,000.

167. Defendant CYPRESS personally recruited Defendant MARTINEZ, Defendant HERNANDEZ, Defendant LEWIS, Defendant TEIN, Defendant LEWIS TEIN, P.L., and Defendant MORGAN STANLEY in order to further and conceal his plan to misappropriate funds from the MICCOSUKEE TRIBE through a kickback scheme, a loan scheme, and an ATM withdrawal scheme.

168. The MICCOSUKEE TRIBE re-avers and re-alleges paragraph 41 herein, which provides a detailed description of the kickback scheme.

169. The MICCOSUKEE TRIBE re-avers and re-alleges paragraph 41 herein, which provides a detailed description of the fictitious loan scheme.

170. The MICCOSUKEE TRIBE re-avers and re-alleges paragraphs 41 and 45 through 49 herein, which provides a detailed description of the ATM withdrawal scheme.

171. All Defendants committed overt acts in furtherance of the conspiracy to violate RICO and common goals of the RICO Enterprise.

172. The MICCOSUKEE TRIBE re-avers and re-alleges paragraphs 39 through 62, which describe the predicate acts committed by Defendant CYPRESS.

173. The MICCOSUKEE TRIBE re-avers and re-alleges paragraphs 66 through 78, which describe the predicate acts committed by Defendant MARTINEZ.

174. The MICCOSUKEE TRIBE re-avers and re-alleges paragraphs 82 through 102, which describe the predicate acts committed by Defendant HERNANDEZ.

175. The MICCOSUKEE TRIBE re-avers and re-alleges paragraphs 106 through 121, which describe the predicate acts committed by Defendant LEWIS.

176. The MICCOSUKEE TRIBE re-avers and re-alleges paragraphs 125 through 136, which describe the predicate acts committed by Defendant TEIN.

177. The MICCOSUKEE TRIBE re-avers and re-alleges paragraphs 140 through 151, which describe the predicate acts committed by Defendant LEWIS TEIN, P.L.

178. The MICCOSUKEE TRIBE re-avers and re-alleges paragraphs 153 through 161, which describe the predicate acts committed by Defendant MORGAN STANLEY.

179. Defendants CYPRESS, MARTINEZ, HERNANDEZ, LEWIS, TEIN, LEWIS TEIN, P.L., and MORGAN STANLEY by their words and actions, objectively manifested agreement to the commission of the substantive RICO violations and to the commission of two (2) or more predicate acts through participation and management in the conduct of the affairs of the Enterprise.

180. Defendants CYPRESS, MARTINEZ, HERNANDEZ, LEWIS, TEIN, LEWIS TEIN, P.L., and MORGAN STANLEY knew that their predicate acts were part of a pattern of racketeering activities and agreed to the commission of those acts to further the scheme described above.

181. Defendants CYPRESS, MARTINEZ, HERNANDEZ, LEWIS, TEIN, LEWIS TEIN, P.L., and MORGAN STANLEY's agreement to engage in a pattern of racketeering activity can be clearly and reasonably inferred from their unique and close personal and professional relationships, their mutual motives and goals, their mutually agreed tactics; their common plan, scheme and modus operandi, common opportunity; and their mutual



substantial financial gain resulting from their pattern of racketeering activity; their use of bank accounts and property; and the dependency on the acts of each other as well as on the actions of the Enterprise.

182. At least one overt and wrongful act was done by one or more of the Defendants-conspirators and was done to achieve the purpose of the conspiracy.

183. The conspiratorial agreement described above was an agreement to participate in the Enterprise as described above, which engaged in racketeering activity within the meaning of 18 U.S.C. § 1961(1), 1962(a)-(c), in addition to an agreement to commit the multiple unlawful acts underlying the racketeering activity.

184. As a result of one or more acts predicate to the conspiracy, Defendants CYPRESS, MARTINEZ, HERNANDEZ, LEWIS, TEIN, LEWIS TEIN, P.L., and MORGAN STANLEY's conduct and participation in the conduct of the Enterprise's affairs through a pattern of racketeering activity, the MICCOSUKEE TRIBE has sustained substantial injury including the loss of millions of dollars stolen by the Defendants.

185. Defendants CYPRESS, MARTINEZ, HERNANDEZ, LEWIS, TEIN, LEWIS TEIN, P.L., and MORGAN STANLEY's acts and violations were the actual cause of the MICCOSUKEE TRIBE's damages, which would not have occurred without the Defendants' conduct.

186. Additionally, these acts and violations were the direct, natural, and proximate cause of the damage to the MICCOSUKEE TRIBE.

187. The MICCOSUKEE TRIBE re-avers and re-alleges paragraphs 162 through 164, which describes the injury to the MICCOSUKEE TRIBE.

188. The above described conduct by Defendants CYPRESS, MARTINEZ, HERNANDEZ, LEWIS, TEIN, LEWIS TEIN, P.L., and MORGAN STANLEY constitutes a conspiracy to violate 18 U.S.C. § 1962(d).

**COUNT III**

**CIVIL THEFT  
(AS TO DEFENDANTS CYPRESS AND MARTINEZ)**

**DEFENDANT CYPRESS**

189. Defendant CYPRESS through his position as Chairman of the MICCOSUKEE TRIBE for the years 2005 through January 2010, defrauded the MICCOSUKEE TRIBE, and through those means stole millions of dollars from the MICCOSUKEE TRIBE.

190. Specifically, Defendant CYPRESS withdrew from five (5) FMAs drawing on the MICCOSUKEE TRIBE's MORGAN STANLEY Investment Account #XXX-XXXXX-13-140.

191. Defendant CYPRESS's ATM withdrawals were not approved by the MICCOSUKEE TRIBE and were not for any conceivable tribal purpose.

192. The MICCOSUKEE TRIBE re-avers and re-alleges paragraph 45 herein, which shows a detailed description of withdrawals made by Defendant CYPRESS.

193. All the above mentioned ATM withdrawals were made from casinos, including the MGM Grand Hotel & Casino and the Mirage Casino in Las Vegas, Nevada, and the Seminole Hard Rock Casino in Hollywood, Florida.

194. **The total amount of funds withdrawn from ATMs for the years 2006 through and including December 2009 by Defendant CYPRESS is ELEVEN**

**MILLION, FIVE HUNDRED EIGHT THOUSAND, THREE HUNDRED FOUR DOLLARS, AND SEVENTY-ONE CENTS (\$11,508,304.71).**

195. Additionally, Defendant CYPRESS charged several American Express charge cards that had as collateral the funds in the Investment Account of the MICCOSUKEE TRIBE for fine dining, jewelry, luxury clothing, and other items for his personal benefit and use, and the possible personal benefit and use of others. These charges were as follows:

<b>Charge Card No.</b>	<b>Years</b>	<b>Items</b>	<b>Total</b>
6-36005	July 2004- November 2007	Food, Beverages, Jewelry, & personal expenses	\$234,329.40
9-02001	July 2008- July 2009	Food & Beverages	\$308,768.80
9-02001	July 2008- July 2009	Art	\$40,000.00
9-02001	July 2008- July 2009	Jewelry	\$1,285,286.42
9-02001	July 2008- July 2009	Clothing	\$308,122.43
9-02001	July 2008- July 2009	Women's Clothing	\$19,464.26
9-02001	July 2008- July 2009	Other Personal Expenses	\$177,693.86
9-03009	September 2009- December 2009	Food & Beverages	\$34,092.30
9-03009	September 2009-December 2009	Jewelry	\$293,397.88
9-03009	September 2009- December 2009	Clothing	\$113,171.00
9-03009	September 2009- December 2009	Lodging	\$147,163.00
9-03009	September 2009- December 2009	Gambling	\$77,309.71

196. The above mentioned charges by Defendant CYPRESS were unauthorized and not for any conceivable tribal purpose.

197. The total amount of unauthorized charges by Defendant CYPRESS to these charge cards is **THREE MILLION, THIRTY-EIGHT THOUSAND, SEVEN HUNDRED NINETY-NINE, AND SIX CENTS (\$3,038,799.06).**

198. In 2010, the MICCOSUKEE TRIBE first discovered that Defendant CYPRESS had knowingly obtained and used these monies and property of the MICCOSUKEE TRIBE with the felonious intent to permanently deprive the MICCOSUKEE TRIBE of the right to these monies, and appropriated these monies for the personal use of Defendant CYPRESS in violation of § 772.11, Florida Statute.

199. As a result of the theft by Defendants CYPRESS, the MICCOSUKEE TRIBE has suffered an injury and has lost millions of dollars.

200. The MICCOSUKEE TRIBE is legally obligated to pay a reasonable fee for the services of the undersigned professional attorneys. Consequently, pursuant to § 772.11, Fla. Stat., the MICCOSUKEE TRIBE is legally entitled to an award of attorneys' fees. Before filing this suit, the MICCOSUKEE TRIBE on June 30, 2012, served on Defendant CYPRESS a written demand for payment of three times the amount of monies stolen by Defendant CYPRESS, as required by applicable law. The amount demanded from Defendant CYPRESS was **SEVENTY EIGHT MILLION DOLLARS (\$78,000,000.00)**. A copy of the written demand to Defendant CYPRESS is attached to this Second Amended Complaint and is incorporated herein by reference as Exhibit 3.

201. Defendant CYPRESS has failed and refused to voluntarily pay the amount demanded or any other amount.

#### **DEFENDANT MARTINEZ**

202. Defendant MARTINEZ through his position as Chief Financial Officer defrauded the MICCOSUKEE TRIBE and through those means stole thousands of dollars from the MICCOSUKEE TRIBE.

203. At all times material hereto, Defendant MARTINEZ charged an American Express charge card issued under his name, but having as collateral the funds in the Morgan Stanley Investment Account of the MICCOSUKEE TRIBE for matters such as fine dining, jewelry, and luxury clothing. The following are charges made by Defendant MARTINEZ:

Charge Card No.:	Years	Items	Total
9-81002	June 2009- January 2010	Food & Beverages	\$96,008.23
9-81002	June 2009- January 2010	Travel	\$863,261.42

204. The total amount of charges to this charge card by Defendant MARTINEZ is **NINE HUNDRED FIFTY-NINE THOUSAND, TWO HUNDRED SIXTY-NINE, AND WITH SIXTY-FIVE CENTS (\$959,269.65).**

205. In 2010, the MICCOSUKEE TRIBE first discovered that Defendant MARTINEZ had knowingly obtained and used these monies and property of the MICCOSUKEE TRIBE with the felonious intent to permanently deprive the MICCOSUKEE TRIBE of the right to these monies, and appropriated these monies for the personal use of Defendant MARTINEZ in violation of § 772.11, Fla. Stat.

206. As a result of the theft by Defendant MARTINEZ, the MICCOSUKEE TRIBE has suffered an injury and has lost millions of dollars.

207. The MICCOSUKEE TRIBE is legally obligated to pay a reasonable fee for the services of the undersigned professional attorneys. Consequently, pursuant to § 772.11, Fla. Stat., the MICCOSUKEE TRIBE is legally entitled to an award of attorneys' fees. Before filing this suit, the MICCOSUKEE TRIBE on June 30, 2012, served on Defendant MARTINEZ a written demand for payment of three times the amount of monies stolen by

Defendant MARTINEZ, as required by applicable law. The amount demanded from Defendant MARTINEZ was **THREE MILLION DOLLARS (\$3,000,000.00)**. A copy of the written demand to Defendant MARTINEZ is attached to this Second Amended Complaint and is incorporated herein by reference as Exhibit 4.

208. Defendant MARTINEZ has failed and refused to voluntarily pay the amount demanded or any other amount.

#### **COUNT IV**

#### **FRAUD (AS TO ALL THE DEFENDANTS)**

209. At all times material hereto, Defendants CYPRESS, MARTINEZ, HERNANDEZ, LEWIS, TEIN, LEWIS TEIN, P.L., LEHTINEN, and MORGAN STANLEY held positions of trust within the MICCOSUKEE TRIBE and had a legally recognized fiduciary duty to the MICCOSUKEE TRIBE.

#### **DEFENDANT CYPRESS**

210. At all times material hereto, Defendant CYPRESS held the position of Chairman of the MICCOSUKEE TRIBE, and was in a position that legally required him to protect, preserve, and defend the rights and financial interests of the MICCOSUKEE TRIBE.

211. At every quarterly General Council Meeting from 2005 through and including 2009, which are attended by members of the MICCOSUKEE TRIBE, Defendant CYPRESS prepared, submitted, reported, and/or presented to the MICCOSUKEE TRIBE, in his official capacity as Chairman, the status of the Morgan Stanley Investment Account and reassured the MICCOSUKEE TRIBE that their funds were best protected by maintaining them in the Morgan Stanley Investment Account.

212. Defendant CYPRESS fraudulently concealed from the MICCOSUKEE TRIBE that millions of dollars of their monies were being stolen from the Morgan Stanley Investment Account and spent for personal use, including, but not limited to, gambling, fine dining, real estate purchases, the purchasing of a flotilla of luxury vehicles, extravagant vacations, jewelry, and other lavish outings.

213. Upon information and belief the following is a list of dates of General Council meetings presided by Defendant CYPRESS where a financial report was presented.

<b>DATES OF GENERAL COUNCIL MEETINGS</b>	<b>PERSONS IN ATTENDANCE</b>	<b>ACTION TAKEN</b>
02/10/05	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
05/05/05	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
08/04/05	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
11/03/05	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
02/09/06	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT LEWIS DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Legal Report Financial Report Attended

05/04/06	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
08/03/06	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
11/02/06	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
02/08/07	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
05/03/07	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
08/02/07	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
11/08/07	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
02/11/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
05/08/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended



08/07/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
11/06/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
02/05/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
05/07/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
08/06/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
11/10/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended

214. Upon information and belief, during the presentation of the financial report, the nature and purpose of the legal work reflected in the invoices was discussed at each of the meetings.

215. At every meeting, Defendant CYPRESS fraudulently misrepresented to the MICCOSUKEE TRIBE that the work reflected on the invoices was for a “tribal purpose” when in fact it was for Defendant CYPRESS’s personal legal representation.

216. At every monthly Business Council Meeting from 2005 through and including January 2010, Defendant CYPRESS prepared, submitted, reported, and/or presented to the members of the Business Council, in his official capacity as Chairman, the status of the Morgan Stanley Investment Account and reassured them that the MICCOSUKEE TRIBE's funds were best protected by maintaining them in the Morgan Stanley Investment Account.

217. Upon information and belief the following is a list of dates of Business Council meetings presided by Defendant CYPRESS where a financial report was presented.

<b>DATES OF BUSINESS COUNCIL MEETINGS</b>	<b>PERSONS IN ATTENDANCE</b>	<b>ACTION TAKEN</b>
01/05/05	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT HERNANDEZ	Presided Legal Report Financial Report
02/02/05	DEFENDANT CYPRESS LEHTINEN'S LAW PARTNER DEFENDANT MARTINEZ	Presided Legal Report Financial Report
03/02/05	DEFENDANT CYPRESS LEHTINEN'S LAW PARTNER LEHTINEN'S LAW PARTNER DEFENDANT HERNANDEZ	Presided Legal Report Legal Report Financial Report
04/06/05	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
05/04/05	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
06/01/05	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT HERNANDEZ	Presided Legal Report Financial Report
07/08/05	DEFENDANT CYPRESS	Presided

	LEHTINEN'S LAW PARTNER DEFENDANT MARTINEZ	Legal Report Financial Report
08/03/05	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
09/07/05	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
10/05/05	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
11/02/05	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
12/07/05	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
01/04/06	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
02/08/06	DEFENDANT CYPRESS LEHTINEN'S LAW PARTNER DEFENDANT MARTINEZ	Presided Legal Report Financial Report
03/08/06	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
04/05/06	DEFENDANT CYPRESS DEFENDANT LEHTINEN	Presided Legal Report
05/03/06	DEFENDANT CYPRESS LEHTINEN'S LAW PARTNER DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Legal Report Financial Report
06/07/06	DEFENDANT CYPRESS	Presided

	DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Financial Report Financial Report
07/05/06	DEFENDANT CYPRESS DEFENDANT MARTINEZ	Presided Financial Report
08/02/06	DEFENDANT CYPRESS DEFENDANT MARTINEZ	Presided Financial Report
09/06/06	DEFENDANT CYPRESS DEFENDANT HERNANDEZ	Presided Financial Report
10/04/06	DEFENDANT CYPRESS LEHTINEN'S LAW PARTNER DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Legal Report Financial Report Financial Report
11/01/06	DEFENDANT CYPRESS DEFENDANT HERNANDEZ	Presided Financial Report
12/06/06	DEFENDANT CYPRESS LEHTINEN'S LAW PARTNER DEFENDANT HERNANDEZ	Presided Legal Report Financial Report
01/03/07	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT HERNANDEZ	Presided Legal Report Financial Report
02/07/07	DEFENDANT CYPRESS LEHTINEN'S LAW PARTNER DEFENDANT MARTINEZ	Presided Legal Report Financial Report
03/07/07	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
04/04/07	DEFENDANT CYPRESS DEFENDANT HERNANDEZ	Presided/Legal Report Financial Report
05/02/07	DEFENDANT CYPRESS LEHTINEN'S LAW PARTNER DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Legal Report Financial Report

08/01/07	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
09/05/07	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
10/03/07	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
11/07/07	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
12/05/07	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT HERNANDEZ	Presided Legal Report Financial Report
01/02/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN LEHTINEN'S LAW PARTNER DEFENDANT MARTINEZ	Presided Legal Report Legal Report Financial Report
02/06/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN LEHTINEN'S LAW PARTNER DEFENDANT MARTINEZ	Presided Legal Report Legal Report Financial Report
03/05/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
04/02/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN LEHTINEN'S LAW PARTNER DEFENDANT MARTINEZ	Presided Legal Report Legal Report Financial Report
05/07/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN LEHTINEN'S LAW PARTNER DEFENDANT HERNANDEZ	Presided Legal Report Legal Report Financial Report

06/04/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN LEHTINEN'S LAW PARTNER DEFENDANT HERNANDEZ	Presided Legal Report Legal Report Financial Report
07/02/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN LEHTINEN'S LAW PARTNER DEFENDANT MARTINEZ	Presided Legal Report Legal Report Financial Report
08/06/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
09/10/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
10/01/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
11/05/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
12/03/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT HERNANDEZ	Presided Legal Report Financial Report
01/07/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT HERNANDEZ	Presided Legal Report Financial Report
02/04/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
03/04/09	DEFENDANT CYPRESS LEHTINEN'S LAW PARTNER DEFENDANT MARTINEZ	Presided Legal Report Financial Report
04/01/09	DEFENDANT CYPRESS	Presided

	DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Legal Report Financial Report
05/06/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
06/03/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT HERNANDEZ	Presided Legal Report Financial Report
07/01/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT HERNANDEZ	Presided Legal Report Financial Report
08/05/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
09/02/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
10/07/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
11/04/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT HERNANDEZ	Presided Legal Report Financial Report
12/02/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN	Presided Legal Report
01/06/10	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT HERNANDEZ	Presided Legal Report Financial Report

218. Upon information and belief, during the presentation of the financial report, the nature and purpose of the legal work reflected in the invoices was discussed at every meeting.

219. DEFENDANT CYPRESS fraudulently misrepresented to the Business Council that the work reflected on the invoices was for a “tribal purpose” when in fact it was for Defendant CYPRESS’s personal legal representation. At every one of these meetings, Defendant CYPRESS failed to disclose to the MICCOSUKEE TRIBE that he was withdrawing millions of dollars from the Morgan Stanley Investment Account for his personal benefit and use.

220. The MICCOSUKEE TRIBE reasonably relied upon the fraudulent misrepresentations and/or omissions by Defendant CYPRESS at all times described herein due to his position of confidence within the MICCOSUKEE TRIBE.

221. Relying upon these fraudulent misrepresentations and/or omissions made by Defendant CYPRESS, the MICCOSUKEE TRIBE allowed Defendants MARTINEZ, HERNANDEZ, LEWIS, TEIN, LEWIS TEIN, P.L. and LEHTINEN to continue holding their positions of trust, and for the MICCOSUKEE TRIBE to continue investing its monies with Defendant MORGAN STANLEY during the time described herein.

222. Due to the MICCOSUKEE TRIBE’s reasonable reliance upon the fraudulent misrepresentations and/or omissions made by Defendant CYPRESS, the MICCOSUKEE TRIBE has lost millions of dollars, which were stolen from the Morgan Stanley Investment Account.

223. Through these fraudulent misrepresentations and/or omissions to the MICCOSUKEE TRIBE Defendant CYPRESS converted millions of dollars belonging to the MICCOSUKEE TRIBE for his own personal use, and used those millions of dollars for gambling, fine dining, entertainment, the purchase of homes and other real estate, the



purchase of a flotilla of luxury vehicles, expensive travels, the purchase of expensive jewelry and other items of personally described in this Second Amended Complaint.

### **DEFENDANT MARTINEZ**

224. At all times material hereto, Defendant MARTINEZ was the Chief Financial Officer of the MICCOSUKEE TRIBE and had a legally recognized fiduciary duty to protect and preserve the financial interests of the MICCOSUKEE TRIBE.

225. As Chief Financial Officer, Defendant MARTINEZ was entrusted with reviewing, overseeing, and approving all financial transactions that involved the funds of the MICCOSUKEE TRIBE.

226. At every quarterly General Council Meeting from 2005 through and including 2010, which are attended by members of the MICCOSUKEE TRIBE, Defendant MARTINEZ prepared, submitted, reported, and/or presented to the MICCOSUKEE TRIBE, in his official capacity as Chief Financial Officer, the status of the Morgan Stanley Investment Account and reassured the MICCOSUKEE TRIBE that their funds were best protected by maintaining them in the Morgan Stanley Investment Account. At every of these meetings, Defendant MARTINEZ omitted that both he and Defendant CYPRESS were taking money from the MICCOSUKEE TRIBE for their personal use and benefit.

227. Upon information and belief, the following is a list of dates of General Council meetings where a financial report was presented by Defendant MARTINEZ.

<b>DATES OF GENERAL COUNCIL MEETINGS</b>	<b>PERSONS IN ATTENDANCE</b>	<b>ACTION TAKEN</b>
02/10/05	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended

05/05/05	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
08/04/05	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
11/03/05	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
02/09/06	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT LEWIS DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Legal Report Financial Report Attended
05/04/06	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
08/03/06	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
11/02/06	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
02/08/07	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
05/03/07	DEFENDANT CYPRESS DEFENDANT LEHTINEN	Presided Legal Report

	DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Financial Report Attended
08/02/07	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
11/08/07	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
02/11/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
05/08/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
08/07/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
11/06/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
02/05/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
05/07/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
08/06/09	DEFENDANT CYPRESS	Presided

	DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Legal Report Financial Report Attended
11/10/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended

228. Defendant MARTINEZ fraudulently concealed from the MICCOSUKEE TRIBE that millions of dollars of their monies were being stolen from the Investment Account and spent for personal use, including, but not limited to, gambling, fine dining, real estate purchases, the purchasing of a flotilla of luxury vehicles, extravagant vacations, jewelry, and other lavish outings.

229. At every monthly Business Council Meeting from 2005 through and including 2010, Defendant MARTINEZ prepared, submitted, reported, and/or presented to the members of the Business Council, in his official capacity as Chief Financial Officer, the status of the Investment Account and reassured them that the MICCOSUKEE TRIBE's funds were best protected by maintaining them in the Investment Account.

230. Upon information and belief, the following is a list of dates of Business Council meetings where a financial report was presented by Defendant MARTINEZ.

<b>DATES OF BUSINESS COUNCIL MEETINGS</b>	<b>PERSONS IN ATTENDANCE</b>	<b>ACTION TAKEN</b>
01/05/05	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT HERNANDEZ	Presided Legal Report Financial Report
02/02/05	DEFENDANT CYPRESS LEHTINEN'S LAW PARTNER DEFENDANT MARTINEZ	Presided Legal Report Financial Report

03/02/05	DEFENDANT CYPRESS LEHTINEN'S LAW PARTNER LEHTINEN'S LAW PARTNER DEFENDANT HERNANDEZ	Presided Legal Report Legal Report Financial Report
04/06/05	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
05/04/05	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
06/01/05	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT HERNANDEZ	Presided Legal Report Financial Report
07/08/05	DEFENDANT CYPRESS LEHTINEN'S LAW PARTNER DEFENDANT MARTINEZ	Presided Legal Report Financial Report
08/03/05	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
09/07/05	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
10/05/05	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
11/02/05	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
12/07/05	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
01/04/06	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report

02/08/06	DEFENDANT CYPRESS LEHTINEN'S LAW PARTNER DEFENDANT MARTINEZ	Presided Legal Report Financial Report
03/08/06	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
04/05/06	DEFENDANT CYPRESS DEFENDANT LEHTINEN	Presided Legal Report
05/03/06	DEFENDANT CYPRESS LEHTINEN'S LAW PARTNER DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Legal Report Financial Report
06/07/06	DEFENDANT CYPRESS DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Financial Report Financial Report
07/05/06	DEFENDANT CYPRESS DEFENDANT MARTINEZ	Presided Financial Report
08/02/06	DEFENDANT CYPRESS DEFENDANT MARTINEZ	Presided Financial Report
09/06/06	DEFENDANT CYPRESS DEFENDANT HERNANDEZ	Presided Financial Report
10/04/06	DEFENDANT CYPRESS LEHTINEN'S LAW PARTNER DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Legal Report Financial Report Financial Report
11/01/06	DEFENDANT CYPRESS DEFENDANT HERNANDEZ	Presided Financial Report
12/06/06	DEFENDANT CYPRESS LEHTINEN'S LAW PARTNER DEFENDANT HERNANDEZ	Presided Legal Report Financial Report
01/03/07	DEFENDANT CYPRESS	Presided

	DEFENDANT LEHTINEN DEFENDANT HERNANDEZ	Legal Report Financial Report
02/07/07	DEFENDANT CYPRESS LEHTINEN'S LAW PARTNER DEFENDANT MARTINEZ	Presided Legal Report Financial Report
03/07/07	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
04/04/07	DEFENDANT CYPRESS DEFENDANT HERNANDEZ	Presided/Legal Report Financial Report
05/02/07	DEFENDANT CYPRESS LEHTINEN'S LAW PARTNER DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Legal Report Financial Report
08/01/07	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
09/05/07	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
10/03/07	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
11/07/07	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
12/05/07	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT HERNANDEZ	Presided Legal Report Financial Report
01/02/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN LEHTINEN'S LAW PARTNER DEFENDANT MARTINEZ	Presided Legal Report Legal Report Financial Report

02/06/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN LEHTINEN'S LAW PARTNER DEFENDANT MARTINEZ	Presided Legal Report Legal Report Financial Report
03/05/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
04/02/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN LEHTINEN'S LAW PARTNER DEFENDANT MARTINEZ	Presided Legal Report Legal Report Financial Report
05/07/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN LEHTINEN'S LAW PARTNER DEFENDANT HERNANDEZ	Presided Legal Report Legal Report Financial Report
06/04/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN LEHTINEN'S LAW PARTNER DEFENDANT HERNANDEZ	Presided Legal Report Legal Report Financial Report
07/02/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN LEHTINEN'S LAW PARTNER DEFENDANT MARTINEZ	Presided Legal Report Legal Report Financial Report
08/06/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
09/10/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
10/01/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
11/05/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report



12/03/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT HERNANDEZ	Presided Legal Report Financial Report
01/07/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT HERNANDEZ	Presided Legal Report Financial Report
02/04/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
03/04/09	DEFENDANT CYPRESS LEHTINEN'S LAW PARTNER DEFENDANT MARTINEZ	Presided Legal Report Financial Report
04/01/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
05/06/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
06/03/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT HERNANDEZ	Presided Legal Report Financial Report
07/01/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT HERNANDEZ	Presided Legal Report Financial Report
08/05/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
09/02/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
10/07/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report

11/04/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT HERNANDEZ	Presided Legal Report Financial Report
12/02/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN	Presided Legal Report
01/06/10	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT HERNANDEZ	Presided Legal Report Financial Report

231. The MICCOSUKEE TRIBE reasonably relied upon the fraudulent misrepresentations and/or omissions by Defendant MARTINEZ at all times described herein due to his position of confidence within the MICCOSUKEE TRIBE.

232. Relying upon these fraudulent misrepresentations and/or omissions made by Defendant MARTINEZ, the MICCOSUKEE TRIBE allowed Defendants CYPRESS, HERNANDEZ, LEWIS, TEIN, LEWIS TEIN, P.L. and LEHTINEN to continue holding their positions of trust and for the MICCOSUKEE TRIBE to continue investing its monies with Defendant MORGAN STANLEY during the time described herein, and to continue to receive their substantial benefits.

233. Due to the MICCOSUKEE TRIBE's reasonable reliance upon the fraudulent misrepresentations and/or omissions made by Defendant MARTINEZ, the MICCOSUKEE TRIBE has lost millions of dollars, which were stolen from the Morgan Stanley Investment Account.

234. Through these fraudulent misrepresentations and/or omissions to the MICCOSUKEE TRIBE, Defendant MARTINEZ received thousands of dollars in misappropriated funds belonging to the MICCOSUKEE TRIBE for his personal expenses

and use, as well as, other miscellaneous benefits described herein, and maintained his highly paid position as Chief Financial Officer.

### **DEFENDANT HERNANDEZ**

235. At all times material hereto, Defendant HERNANDEZ was the Director of the MICCOSUKEE TRIBE's Finance Department and had a legally recognized fiduciary duty to review, oversee, preserve and inform the MICCOSUKEE TRIBE about the finances of the MICCOSUKEE TRIBE, including, but not limited to, the yearly budget, the budget of each tribal department, the general finances of the MICCOSUKEE TRIBE and the specific balance and transactions of each tribal account.

236. As the Director of the Finance Department, Defendant HERNANDEZ was responsible for, had access to, and was in possession of all financial information of the MICCOSUKEE TRIBE, including, but not limited to, the transactions subject to this lawsuit.

237. At every quarterly General Council Meeting from 2005 through and including 2010, which are attended by members of the MICCOSUKEE TRIBE, Defendant HERNANDEZ was present in his official capacity as Chief Financial Officer.

238. Upon information and belief, the following is a list of dates of General Council meetings where Defendant HERNANDEZ was present or where a financial report was presented by Defendant HERNANDEZ.

<b>DATES OF GENERAL COUNCIL MEETINGS</b>	<b>PERSONS IN ATTENDANCE</b>	<b>ACTION TAKEN</b>
02/10/05	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
05/05/05	DEFENDANT CYPRESS	Presided

	DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Legal Report Financial Report Attended
08/04/05	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
11/03/05	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
02/09/06	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT LEWIS DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Legal Report Financial Report Attended
05/04/06	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
08/03/06	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
11/02/06	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
02/08/07	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
05/03/07	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended

08/02/07	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
11/08/07	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
02/11/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
05/08/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
08/07/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
11/06/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
02/05/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
05/07/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
08/06/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report

	DEFENDANT HERNANDEZ	Attended
11/10/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended

239. At every meeting, Defendant HERNANDEZ fraudulently concealed/omitted from the MICCOSUKEE TRIBE that millions of dollars of their monies were being stolen from the Morgan Stanley Investment Account and spent for personal use, including, but not limited to, gambling, fine dining, real estate purchases, the purchasing of a flotilla of luxury vehicles, extravagant vacations, jewelry, and other lavish outings.

240. At some monthly Business Council Meeting from 2005 through and including 2010, Defendant HERNANDEZ prepared, submitted, reported, and/or presented to the members of the Business Council, in his official capacity as Chief Financial Officer, the status of the Morgan Stanley Investment Account and reassured them that the MICCOSUKEE TRIBE's funds were best protected by maintaining them in the Investment Account and failed repeatedly to inform the members of the Miccosukee Business Council of the activities of Defendants CYPRESS and MARTINEZ.

241. At every monthly Business Council Meeting from 2005 through and including 2010, Defendant HERNANDEZ was present in his official capacity as Chief Financial Officer and failed to disclose that millions of dollars of their monies were being stolen from the Investment Account and spent for personal use, including, but not limited to, gambling, fine dining, real estate purchases, the purchasing of a flotilla of luxury vehicles, extravagant vacations, jewelry, and other lavish outings.

242. Upon information and belief, the following is a list of dates of Business Council meetings where a financial report was presented by Defendant HERNANDEZ.

<b>DATES OF BUSINESS COUNCIL MEETINGS</b>	<b>PERSONS IN ATTENDANCE</b>	<b>ACTION TAKEN</b>
01/05/05	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT HERNANDEZ	Presided Legal Report Financial Report
03/02/05	DEFENDANT CYPRESS LEHTINEN'S LAW PARTNER LEHTINEN'S LAW PARTNER DEFENDANT HERNANDEZ	Presided Legal Report Legal Report Financial Report
06/01/05	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT HERNANDEZ	Presided Legal Report Financial Report
06/07/06	DEFENDANT CYPRESS DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Financial Report Financial Report
09/06/06	DEFENDANT CYPRESS DEFENDANT HERNANDEZ	Presided Financial Report
10/04/06	DEFENDANT CYPRESS LEHTINEN'S LAW PARTNER DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Legal Report Financial Report Financial Report
11/01/06	DEFENDANT CYPRESS DEFENDANT HERNANDEZ	Presided Financial Report
12/06/06	DEFENDANT CYPRESS LEHTINEN'S LAW PARTNER DEFENDANT HERNANDEZ	Presided Legal Report Financial Report
01/03/07	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT HERNANDEZ	Presided Legal Report Financial Report
04/04/07	DEFENDANT CYPRESS	Presided/Legal Report

	DEFENDANT HERNANDEZ	Financial Report
12/05/07	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT HERNANDEZ	Presided Legal Report Financial Report
05/07/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN LEHTINEN'S LAW PARTNER DEFENDANT HERNANDEZ	Presided Legal Report Legal Report Financial Report
06/04/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN LEHTINEN'S LAW PARTNER DEFENDANT HERNANDEZ	Presided Legal Report Legal Report Financial Report
12/03/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT HERNANDEZ	Presided Legal Report Financial Report
01/07/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT HERNANDEZ	Presided Legal Report Financial Report
06/03/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT HERNANDEZ	Presided Legal Report Financial Report
07/01/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT HERNANDEZ	Presided Legal Report Financial Report
11/04/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT HERNANDEZ	Presided Legal Report Financial Report
01/06/10	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT HERNANDEZ	Presided Legal Report Financial Report



243. The MICCOSUKEE TRIBE reasonably relied upon the repeated fraudulent misrepresentations and/or omissions by Defendant HERNANDEZ at all times described herein due to his position of confidence within the MICCOSUKEE TRIBE.

244. Relying upon these repeated fraudulent misrepresentations and/or omissions made by Defendant HERNANDEZ, the MICCOSUKEE TRIBE allowed Defendants CYPRESS, MARTINEZ, LEWIS, TEIN, LEWIS TEIN, P.L. and LEHTINEN to continue holding their positions of trust and for the MICCOSUKEE TRIBE to continue investing its monies with Defendant MORGAN STANLEY during the time described herein, and to continue to receive their substantial benefits.

245. Due to the MICCOSUKEE TRIBE's reasonable reliance upon the repeated fraudulent misrepresentations and/or omissions made by Defendant HERNANDEZ, the MICCOSUKEE TRIBE has lost millions of dollars, which were stolen from the Investment Account.

246. Through these fraudulent misrepresentations and/or omissions to the MICCOSUKEE TRIBE Defendant HERNANDEZ received salary increases, all expense paid travels, other miscellaneous benefits described herein, and maintained his highly paid position as Director of the Finance Department.

#### **DEFENDANT LEWIS**

247. At all times material hereto, Defendant LEWIS, was a professional attorney representing the MICCOSUKEE TRIBE and had a legal and fiduciary duty owed to the MICCOSUKEE TRIBE.

248. At all times material hereto, Defendant LEWIS knew about the illegal activities committed by Defendants CYPRESS, MARTINEZ, HERNANDEZ, TEIN, LEWIS

TEIN, P.L., LEHTINEN and MORGAN STANLEY, and had a duty to disclose such illegal activity and wrongful acts to the MICCOSUKEE TRIBE.

249. Defendant LEWIS failed to disclose the illegal activities and wrongful acts committed by Defendants CYPRESS, MARTINEZ, HERNANDEZ, TEIN, LEWIS TEIN, P.L., LEHTINEN and MORGAN STANLEY.

250. Instead Defendant LEWIS repeatedly concealed the illegal activities from the MICCOSUKEE TRIBE and the Business Council in order to continue to reap the financial benefits being disbursed by Defendant CYPRESS for his cooperation.

251. At all times material hereto, as a professional attorney for the MICCOSUKEE TRIBE, Defendant LEWIS had knowledge that the MICCOSUKEE TRIBE holds Business Council meetings on a monthly basis.

252. At all times material hereto, as a professional attorney for the MICCOSUKEE TRIBE, Defendant LEWIS had knowledge that the MICCOSUKEE TRIBE holds General Council meetings on a quarterly basis.

253. At all times material hereto, as a professional attorney for the MICCOSUKEE TRIBE, Defendant LEWIS had knowledge that a financial report was presented at every Business Council and General Council meeting.

254. At all times material hereto, Defendant LEWIS could have, chose not to, but in fact should have attended the Business Council meetings, where he should have disclosed to the members of the Business Council the illegal activities and wrongful acts being committed against the MICCOSUKEE TRIBE by Defendants CYPRESS, MARTINEZ, HERNANDEZ, TEIN, LEWIS TEIN, P.L., LEHTINEN, and MORGAN STANLEY.

255. Upon information and belief, the following is a list of dates of Business Council meetings where a legal report was presented and which Defendant LEWIS could and should have attended and reported to the Business Council regarding the illegal activities and wrongful acts involved in the depletion of the MICCOSUKEE TRIBE's funds.

<b>DATES OF BUSINESS COUNCIL MEETINGS</b>	<b>PERSONS IN ATTENDANCE</b>	<b>ACTION TAKEN</b>
01/05/05	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT HERNANDEZ	Presided Legal Report Financial Report
02/02/05	DEFENDANT CYPRESS LEHTINEN'S LAW PARTNER DEFENDANT MARTINEZ	Presided Legal Report Financial Report
03/02/05	DEFENDANT CYPRESS LEHTINEN'S LAW PARTNER LEHTINEN'S LAW PARTNER DEFENDANT HERNANDEZ	Presided Legal Report Legal Report Financial Report
04/06/05	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
05/04/05	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
06/01/05	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT HERNANDEZ	Presided Legal Report Financial Report
07/08/05	DEFENDANT CYPRESS LEHTINEN'S LAW PARTNER DEFENDANT MARTINEZ	Presided Legal Report Financial Report
08/03/05	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
09/07/05	DEFENDANT CYPRESS	Presided

	DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Legal Report Financial Report
10/05/05	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
11/02/05	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
12/07/05	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
01/04/06	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
02/08/06	DEFENDANT CYPRESS LEHTINEN'S LAW PARTNER DEFENDANT MARTINEZ	Presided Legal Report Financial Report
03/08/06	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
04/05/06	DEFENDANT CYPRESS DEFENDANT LEHTINEN	Presided Legal Report
05/03/06	DEFENDANT CYPRESS LEHTINEN'S LAW PARTNER DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Legal Report Financial Report
06/07/06	DEFENDANT CYPRESS DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Financial Report Financial Report
07/05/06	DEFENDANT CYPRESS DEFENDANT MARTINEZ	Presided Financial Report
08/02/06	DEFENDANT CYPRESS DEFENDANT MARTINEZ	Presided Financial Report

09/06/06	DEFENDANT CYPRESS DEFENDANT HERNANDEZ	Presided Financial Report
10/04/06	DEFENDANT CYPRESS LEHTINEN'S LAW PARTNER DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Legal Report Financial Report Financial Report
11/01/06	DEFENDANT CYPRESS DEFENDANT HERNANDEZ	Presided Financial Report
12/06/06	DEFENDANT CYPRESS LEHTINEN'S LAW PARTNER DEFENDANT HERNANDEZ	Presided Legal Report Financial Report
01/03/07	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT HERNANDEZ	Presided Legal Report Financial Report
02/07/07	DEFENDANT CYPRESS LEHTINEN'S LAW PARTNER DEFENDANT MARTINEZ	Presided Legal Report Financial Report
03/07/07	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
04/04/07	DEFENDANT CYPRESS DEFENDANT HERNANDEZ	Presided/Legal Report Financial Report
05/02/07	DEFENDANT CYPRESS LEHTINEN'S LAW PARTNER DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Legal Report Financial Report
08/01/07	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
09/05/07	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report

10/03/07	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
11/07/07	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
12/05/07	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT HERNANDEZ	Presided Legal Report Financial Report
01/02/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN LEHTINEN'S LAW PARTNER DEFENDANT MARTINEZ	Presided Legal Report Legal Report Financial Report
02/06/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN LEHTINEN'S LAW PARTNER DEFENDANT MARTINEZ	Presided Legal Report Legal Report Financial Report
03/05/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
04/02/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN LEHTINEN'S LAW PARTNER DEFENDANT MARTINEZ	Presided Legal Report Legal Report Financial Report
05/07/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN LEHTINEN'S LAW PARTNER DEFENDANT HERNANDEZ	Presided Legal Report Legal Report Financial Report
06/04/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN LEHTINEN'S LAW PARTNER DEFENDANT HERNANDEZ	Presided Legal Report Legal Report Financial Report
07/02/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN	Presided Legal Report

	LEHTINEN'S LAW PARTNER DEFENDANT MARTINEZ	Legal Report Financial Report
08/06/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
09/10/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
10/01/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
11/05/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
12/03/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT HERNANDEZ	Presided Legal Report Financial Report
01/07/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT HERNANDEZ	Presided Legal Report Financial Report
02/04/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
03/04/09	DEFENDANT CYPRESS LEHTINEN'S LAW PARTNER DEFENDANT MARTINEZ	Presided Legal Report Financial Report
04/01/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
05/06/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
06/03/09	DEFENDANT CYPRESS	Presided

	DEFENDANT LEHTINEN DEFENDANT HERNANDEZ	Legal Report Financial Report
07/01/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT HERNANDEZ	Presided Legal Report Financial Report
08/05/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
09/02/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
10/07/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
11/04/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT HERNANDEZ	Presided Legal Report Financial Report
12/02/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN	Presided Legal Report
01/06/10	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT HERNANDEZ	Presided Legal Report Financial Report

256. At all times material hereto, Defendant LEWIS could have, chose not to, but should have attended the General Council meetings, where he could and should have disclosed to the MICCOSUKEE TRIBE the illegal activities and wrongful acts being committed against the MICCOSUKEE TRIBE by Defendants CYPRESS, MARTINEZ, HERNANDEZ, TEIN, LEWIS TEIN, P.L., LEHTINEN, and MORGAN STANLEY.

257. Upon information and belief, the following is a list of dates of General Council meetings where a legal report was presented and which Defendant LEWIS could



and should have attended and reported to the General Council regarding the illegal activities and wrongful acts involved in the depletion of the MICCOSUKEE TRIBE's funds, but did not.

<b>DATES OF GENERAL COUNCIL MEETINGS</b>	<b>PERSONS IN ATTENDANCE</b>	<b>ACTION TAKEN</b>
02/10/05	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
05/05/05	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
08/04/05	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
11/03/05	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
05/04/06	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
08/03/06	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
11/02/06	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
02/08/07	DEFENDANT CYPRESS	Presided

	DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Legal Report Financial Report Attended
05/03/07	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
08/02/07	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
11/08/07	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
02/11/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
05/08/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
08/07/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
11/06/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
02/05/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended

05/07/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
08/06/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
11/10/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended

258. The MICCOSUKEE TRIBE reasonably relied upon the repeated fraudulent misrepresentations and/or omissions by Defendant LEWIS at all times described herein due to his position of confidence within the MICCOSUKEE TRIBE.

259. Relying upon these repeated fraudulent misrepresentations and/or omissions made by Defendant LEWIS, the MICCOSUKEE TRIBE allowed Defendants CYPRESS, MARTINEZ, HERNANDEZ, TEIN, LEWIS TEIN, P.L. LEHTINEN and MORGAN STANLEY to continue holding their positions of trust and for the MICCOSUKEE TRIBE to continue investing its monies with Defendant MORGAN STANLEY during the time described herein, and to continue to receive their substantial benefits.

260. Due to the MICCOSUKEE TRIBE's reasonable reliance upon the fraudulent misrepresentations and/or omissions made by Defendant LEWIS, the MICCOSUKEE TRIBE has lost millions of dollars, which were stolen from the Morgan Stanley Investment Account.

261. Through these fraudulent misrepresentations and/or omissions to the MICCOSUKEE TRIBE Defendant LEWIS received substantial benefits in millions of dollars in attorneys' fees and other benefits described herein.

#### **DEFENDANT TEIN**

262. At all times material hereto, Defendant TEIN, was a professional attorney representing the MICCOSUKEE TRIBE and had a legal and fiduciary duty towards the MICCOSUKEE TRIBE.

263. At all times material hereto, Defendant TEIN knew about the illegal activities committed by Defendants CYPRESS, MARTINEZ, HERNANDEZ, LEWIS, LEWIS TEIN, P.L., LEHTINEN and MORGAN STANLEY, and had a duty to disclose such illegal activity and wrongful acts to the MICCOSUKEE TRIBE.

264. Defendant TEIN repeatedly failed to disclose the illegal activities and wrongful acts by Defendants CYPRESS, MARTINEZ, HERNANDEZ, LEWIS, LEWIS TEIN, P.L., LEHTINEN and MORGAN STANLEY.

265. Instead Defendant TEIN concealed the illegal activities from the MICCOSUKEE TRIBE and the Business Council in order to continue to reap the financial benefits being disbursed by Defendant CYPRESS for his cooperation.

266. At all times material hereto, as a professional attorney for the MICCOSUKEE TRIBE, Defendant TEIN had knowledge that the MICCOSUKEE TRIBE holds Business Council meetings on a monthly basis.

267. At all times material hereto, as a professional attorney for the MICCOSUKEE TRIBE, Defendant TEIN had knowledge that the MICCOSUKEE TRIBE holds General Council meetings on a quarterly basis.

268. At all times material hereto, as a professional attorney for the MICCOSUKEE TRIBE, Defendant TEIN had knowledge that a financial report was presented at every Business Council and General Council meeting.

269. At all times material hereto, Defendant TEIN could have, chose not to, but should have attended the Business Council meetings, where he could and should have disclosed to the members of the Business Council the illegal activities and wrongful acts being committed against the MICCOSUKEE TRIBE by Defendants CYPRESS, MARTINEZ, HERNANDEZ, LEWIS, LEWIS TEIN, P.L., LEHTINEN and MORGAN STANLEY.

270. Upon information and belief, the following is a list of dates of Business Council meetings where a legal report was presented and which Defendant TEIN could and should have attended and reported to the Business Council regarding the illegal activities and wrongful acts involved in the depletion of the MICCOSUKEE TRIBE's funds, but did not.

<b>DATES OF BUSINESS COUNCIL MEETINGS</b>	<b>PERSONS IN ATTENDANCE</b>	<b>ACTION TAKEN</b>
01/05/05	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT HERNANDEZ	Presided Legal Report Financial Report
02/02/05	DEFENDANT CYPRESS LEHTINEN'S LAW PARTNER DEFENDANT MARTINEZ	Presided Legal Report Financial Report
03/02/05	DEFENDANT CYPRESS LEHTINEN'S LAW PARTNER LEHTINEN'S LAW PARTNER DEFENDANT HERNANDEZ	Presided Legal Report Legal Report Financial Report
04/06/05	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report

05/04/05	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
06/01/05	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT HERNANDEZ	Presided Legal Report Financial Report
07/08/05	DEFENDANT CYPRESS LEHTINEN'S LAW PARTNER DEFENDANT MARTINEZ	Presided Legal Report Financial Report
08/03/05	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
09/07/05	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
10/05/05	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
11/02/05	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
12/07/05	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
01/04/06	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
02/08/06	DEFENDANT CYPRESS LEHTINEN'S LAW PARTNER DEFENDANT MARTINEZ	Presided Legal Report Financial Report
03/08/06	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report

04/05/06	DEFENDANT CYPRESS DEFENDANT LEHTINEN	Presided Legal Report
05/03/06	DEFENDANT CYPRESS LEHTINEN'S LAW PARTNER DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Legal Report Financial Report
06/07/06	DEFENDANT CYPRESS DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Financial Report Financial Report
07/05/06	DEFENDANT CYPRESS DEFENDANT MARTINEZ	Presided Financial Report
08/02/06	DEFENDANT CYPRESS DEFENDANT MARTINEZ	Presided Financial Report
09/06/06	DEFENDANT CYPRESS DEFENDANT HERNANDEZ	Presided Financial Report
10/04/06	DEFENDANT CYPRESS LEHTINEN'S LAW PARTNER DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Legal Report Financial Report Financial Report
11/01/06	DEFENDANT CYPRESS DEFENDANT HERNANDEZ	Presided Financial Report
12/06/06	DEFENDANT CYPRESS LEHTINEN'S LAW PARTNER DEFENDANT HERNANDEZ	Presided Legal Report Financial Report
01/03/07	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT HERNANDEZ	Presided Legal Report Financial Report
02/07/07	DEFENDANT CYPRESS LEHTINEN'S LAW PARTNER DEFENDANT MARTINEZ	Presided Legal Report Financial Report
03/07/07	DEFENDANT CYPRESS	Presided

	DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Legal Report Financial Report
04/04/07	DEFENDANT CYPRESS DEFENDANT HERNANDEZ	Presided/Legal Report Financial Report
05/02/07	DEFENDANT CYPRESS LEHTINEN'S LAW PARTNER DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Legal Report Financial Report
08/01/07	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
09/05/07	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
10/03/07	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
11/07/07	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
12/05/07	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT HERNANDEZ	Presided Legal Report Financial Report
01/02/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN LEHTINEN'S LAW PARTNER DEFENDANT MARTINEZ	Presided Legal Report Legal Report Financial Report
02/06/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN LEHTINEN'S LAW PARTNER DEFENDANT MARTINEZ	Presided Legal Report Legal Report Financial Report
03/05/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report



04/02/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN LEHTINEN'S LAW PARTNER DEFENDANT MARTINEZ	Presided Legal Report Legal Report Financial Report
05/07/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN LEHTINEN'S LAW PARTNER DEFENDANT HERNANDEZ	Presided Legal Report Legal Report Financial Report
06/04/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN LEHTINEN'S LAW PARTNER DEFENDANT HERNANDEZ	Presided Legal Report Legal Report Financial Report
07/02/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN LEHTINEN'S LAW PARTNER DEFENDANT MARTINEZ	Presided Legal Report Legal Report Financial Report
08/06/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
09/10/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
10/01/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
11/05/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
12/03/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT HERNANDEZ	Presided Legal Report Financial Report
01/07/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT HERNANDEZ	Presided Legal Report Financial Report

02/04/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
03/04/09	DEFENDANT CYPRESS LEHTINEN'S LAW PARTNER DEFENDANT MARTINEZ	Presided Legal Report Financial Report
04/01/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
05/06/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
06/03/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT HERNANDEZ	Presided Legal Report Financial Report
07/01/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT HERNANDEZ	Presided Legal Report Financial Report
08/05/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
09/02/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
10/07/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
11/04/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT HERNANDEZ	Presided Legal Report Financial Report
12/02/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN	Presided Legal Report
01/06/10	DEFENDANT CYPRESS	Presided

	DEFENDANT LEHTINEN DEFENDANT HERNANDEZ	Legal Report Financial Report
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271. At all times material hereto, Defendant TEIN could have, chose not to, but should have attended the General Council meetings, where he could and should have disclosed to the MICCOSUKEE TRIBE the illegal activities and wrongful acts being committed against the MICCOSUKEE TRIBE by Defendants CYPRESS, MARTINEZ, HERNANDEZ, LEWIS, LEWIS TEIN, P.L., LEHTINEN and MORGAN STANLEY.

272. Upon information and belief, the following is a list of dates of General Council meetings where a legal report was presented and which Defendant TEIN could and should have attended and reported to the General Council regarding the illegal activities and wrongful acts involved in the depletion of the MICCOSUKEE TRIBE's funds, but did not.

<b>DATES OF GENERAL COUNCIL MEETINGS</b>	<b>PERSONS IN ATTENDANCE</b>	<b>ACTION TAKEN</b>
02/10/05	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
05/05/05	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
08/04/05	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
11/03/05	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended

02/09/06	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT LEWIS DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Legal Report Financial Report Attended
05/04/06	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
08/03/06	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
11/02/06	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
02/08/07	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
05/03/07	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
08/02/07	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
11/08/07	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
02/11/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report

	DEFENDANT HERNANDEZ	Attended
05/08/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
08/07/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
11/06/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
02/05/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
05/07/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
08/06/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
11/10/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended

273. The MICCOSUKEE TRIBE reasonably relied upon the repeated fraudulent misrepresentations and/or omissions by Defendant TEIN at all times described herein due to his position of confidence within the MICCOSUKEE TRIBE.

274. Relying upon these repeated fraudulent misrepresentations and/or omissions made by Defendant TEIN, the MICCOSUKEE TRIBE allowed Defendants CYPRESS, MARTINEZ, HERNANDEZ, LEWIS, LEWIS TEIN, P.L., and LEHTINEN to continue holding their positions of trust and for the MICCOSUKEE TRIBE to continue investing its monies with Defendant MORGAN STANLEY during the time described herein, and to continue to receive their substantial benefits.

275. Due to the MICCOSUKEE TRIBE's reasonable reliance upon the repeated fraudulent misrepresentations and/or omissions made by Defendant TEIN, the MICCOSUKEE TRIBE has lost millions of dollars, which were stolen from the Morgan Stanley Investment Account.

276. Through these repeated fraudulent misrepresentations and/or omissions to the MICCOSUKEE TRIBE Defendant TEIN received substantial benefits in millions of dollars in attorneys' fees and other benefits described herein.

**DEFENDANT LEWIS TEIN, P.L.**

277. At all times material hereto, Defendant LEWIS TEIN, P.L., provided legal representation to the MICCOSUKEE TRIBE and had a legal and fiduciary duty towards the MICCOSUKEE TRIBE.

278. At all times material hereto, Defendant LEWIS TEIN, P.L., knew about the illegal activities by Defendants CYPRESS, MARTINEZ, HERNANDEZ, LEWIS, TEIN, LEHTINEN and MORGAN STANLEY, and had a duty to disclose such illegal activity and wrongful acts to the MICCOSUKEE TRIBE.

279. Defendant LEWIS TEIN, P.L. repeatedly failed to disclose the illegal activities and wrongful acts committed by Defendants CYPRESS, MARTINEZ, HERNANDEZ, LEWIS, TEIN, LEHTINEN and MORGAN STANLEY.

280. Instead Defendant LEWIS TEIN, P.L. concealed the illegal activities from the MICCOSUKEE TRIBE and the Business Council in order to continue to reap the financial benefits being disbursed by Defendant CYPRESS for his cooperation.

281. At all times material hereto, as an organization providing legal representation to the MICCOSUKEE TRIBE, Defendant LEWIS TEIN, P.L. had knowledge that the MICCOSUKEE TRIBE holds Business Council meetings on a monthly basis.

282. At all times material hereto, as an organization providing legal representation to the MICCOSUKEE TRIBE, Defendant LEWIS TEIN, P.L. had knowledge that the MICCOSUKEE TRIBE holds General Council meetings on a quarterly basis.

283. At all times material hereto, as an organization providing legal representation to the MICCOSUKEE TRIBE, Defendant LEWIS TEIN, P.L. had knowledge that a financial report was presented at every Business Council and General Council meeting.

284. At all times material hereto, Defendant LEWIS TEIN, P.L. could have, but chose not to, attend the Business Council meetings, where it should have disclosed to the members of the Business Council the illegal activities and wrongful acts being committed against the MICCOSUKEE TRIBE by Defendants CYPRESS, MARTINEZ, HERNANDEZ, LEWIS, TEIN, LEHTINEN and MORGAN STANLEY.

285. Upon information and belief the following is a list of dates of Business Council meetings where a legal report was presented and which Defendant LEWIS TEIN,

P.L. could and should have attended and reported to the Business Council regarding the illegal activities and wrongful acts involved in the depletion of the MICCOSUKEE TRIBE's funds, but did not.

<b>DATES OF BUSINESS COUNCIL MEETINGS</b>	<b>PERSONS IN ATTENDANCE</b>	<b>ACTION TAKEN</b>
01/05/05	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT HERNANDEZ	Presided Legal Report Financial Report
02/02/05	DEFENDANT CYPRESS LEHTINEN'S LAW PARTNER DEFENDANT MARTINEZ	Presided Legal Report Financial Report
03/02/05	DEFENDANT CYPRESS LEHTINEN'S LAW PARTNER LEHTINEN'S LAW PARTNER DEFENDANT HERNANDEZ	Presided Legal Report Legal Report Financial Report
04/06/05	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
05/04/05	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
06/01/05	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT HERNANDEZ	Presided Legal Report Financial Report
07/08/05	DEFENDANT CYPRESS LEHTINEN'S LAW PARTNER DEFENDANT MARTINEZ	Presided Legal Report Financial Report
08/03/05	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
09/07/05	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report



10/05/05	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
11/02/05	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
12/07/05	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
01/04/06	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
02/08/06	DEFENDANT CYPRESS LEHTINEN'S LAW PARTNER DEFENDANT MARTINEZ	Presided Legal Report Financial Report
03/08/06	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
04/05/06	DEFENDANT CYPRESS DEFENDANT LEHTINEN	Presided Legal Report
05/03/06	DEFENDANT CYPRESS LEHTINEN'S LAW PARTNER DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Legal Report Financial Report
06/07/06	DEFENDANT CYPRESS DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Financial Report Financial Report
07/05/06	DEFENDANT CYPRESS DEFENDANT MARTINEZ	Presided Financial Report
08/02/06	DEFENDANT CYPRESS DEFENDANT MARTINEZ	Presided Financial Report
09/06/06	DEFENDANT CYPRESS	Presided

	DEFENDANT HERNANDEZ	Financial Report
10/04/06	DEFENDANT CYPRESS LEHTINEN'S LAW PARTNER DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Legal Report Financial Report Financial Report
11/01/06	DEFENDANT CYPRESS DEFENDANT HERNANDEZ	Presided Financial Report
12/06/06	DEFENDANT CYPRESS LEHTINEN'S LAW PARTNER DEFENDANT HERNANDEZ	Presided Legal Report Financial Report
01/03/07	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT HERNANDEZ	Presided Legal Report Financial Report
02/07/07	DEFENDANT CYPRESS LEHTINEN'S LAW PARTNER DEFENDANT MARTINEZ	Presided Legal Report Financial Report
03/07/07	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
04/04/07	DEFENDANT CYPRESS DEFENDANT HERNANDEZ	Presided/Legal Report Financial Report
05/02/07	DEFENDANT CYPRESS LEHTINEN'S LAW PARTNER DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Legal Report Financial Report
08/01/07	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
09/05/07	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
10/03/07	DEFENDANT CYPRESS	Presided

	DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Legal Report Financial Report
11/07/07	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
12/05/07	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT HERNANDEZ	Presided Legal Report Financial Report
01/02/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN LEHTINEN'S LAW PARTNER DEFENDANT MARTINEZ	Presided Legal Report Legal Report Financial Report
02/06/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN LEHTINEN'S LAW PARTNER DEFENDANT MARTINEZ	Presided Legal Report Legal Report Financial Report
03/05/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
04/02/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN LEHTINEN'S LAW PARTNER DEFENDANT MARTINEZ	Presided Legal Report Legal Report Financial Report
05/07/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN LEHTINEN'S LAW PARTNER DEFENDANT HERNANDEZ	Presided Legal Report Legal Report Financial Report
06/04/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN LEHTINEN'S LAW PARTNER DEFENDANT HERNANDEZ	Presided Legal Report Legal Report Financial Report
07/02/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN LEHTINEN'S LAW PARTNER DEFENDANT MARTINEZ	Presided Legal Report Legal Report Financial Report

08/06/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
09/10/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
10/01/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
11/05/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
12/03/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT HERNANDEZ	Presided Legal Report Financial Report
01/07/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT HERNANDEZ	Presided Legal Report Financial Report
02/04/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
03/04/09	DEFENDANT CYPRESS LEHTINEN'S LAW PARTNER DEFENDANT MARTINEZ	Presided Legal Report Financial Report
04/01/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
05/06/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
06/03/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT HERNANDEZ	Presided Legal Report Financial Report

07/01/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT HERNANDEZ	Presided Legal Report Financial Report
08/05/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
09/02/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
10/07/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
11/04/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT HERNANDEZ	Presided Legal Report Financial Report
12/02/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN	Presided Legal Report
01/06/10	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT HERNANDEZ	Presided Legal Report Financial Report

286. At all times material hereto, Defendant LEWIS TEIN, P.L. could have, but chose not to, attend the General Council meetings, where it should have disclosed to the MICCOSUKEE TRIBE the illegal activities and wrongful acts being committed against the MICCOSUKEE TRIBE by Defendants CYPRESS, MARTINEZ, HERNANDEZ, LEWIS, TEIN, LEHTINEN and MORGAN STANLEY.

287. Upon information and belief, the following is a list of dates of General Council meetings where a legal report was presented and which Defendant LEWIS TEIN, P.L. could and should have attended and reported to the General Council regarding the illegal

activities and wrongful acts involved in the depletion of the MICCOSUKEE TRIBE's funds,  
but did not.

<b>DATES OF GENERAL COUNCIL MEETINGS</b>	<b>PERSONS IN ATTENDANCE</b>	<b>ACTION TAKEN</b>
02/10/05	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
05/05/05	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
08/04/05	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
11/03/05	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
02/09/06	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT LEWIS DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Legal Report Financial Report Attended
05/04/06	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
08/03/06	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
11/02/06	DEFENDANT CYPRESS DEFENDANT LEHTINEN	Presided Legal Report

	DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Financial Report Attended
02/08/07	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
05/03/07	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
08/02/07	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
11/08/07	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
02/11/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
05/08/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
08/07/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
11/06/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
02/05/09	DEFENDANT CYPRESS	Presided

	DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Legal Report Financial Report Attended
05/07/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
08/06/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
11/10/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended

288. The MICCOSUKEE TRIBE reasonably relied upon the repeated fraudulent misrepresentations and/or omissions by Defendant LEWIS TEIN, P.L. at all times described herein due to its position of confidence within the MICCOSUKEE TRIBE.

289. Relying upon these repeated fraudulent misrepresentations and/or omissions made by Defendant LEWIS TEIN, P.L., the MICCOSUKEE TRIBE allowed Defendants CYPRESS, MARTINEZ, HERNANDEZ, LEWIS, TEIN and LEHTINEN to continue holding their positions of trust and the MICCOSUKEE TRIBE continued investing its monies with Defendant MORGAN STANLEY during the time described herein, and to continue to receive their substantial benefits.

290. Due to the MICCOSUKEE TRIBE's reasonable reliance upon the repeated fraudulent misrepresentations and/or omissions made by Defendant LEWIS TEIN, P.L., the



MICCOSUKEE TRIBE has lost millions of dollars, which were stolen from the Morgan Stanley Investment Account.

291. Through these repeated fraudulent misrepresentations and/or omissions to the MICCOSUKEE TRIBE Defendant LEWIS TEIN, P.L. received substantial benefits in millions of dollars in attorneys' fees and other benefits described herein.

#### **DEFENDANT LEHTINEN**

292. At all times material hereto, Defendant LEHTINEN was a professional attorney representing the MICCOSUKEE TRIBE and all agencies of the MICCOSUKEE TRIBE.

293. At all times material hereto, Defendant LEHTINEN was the acting General Counsel and main attorney for the MICCOSUKEE TRIBE.

294. From, on or about February 1992 until, on or about January 2010, Defendant LEHTINEN had a personal, unique and symbiotic relationship with Defendant CYPRESS that extended far beyond the normal attorney-client relationship.

295. During his tenure as General Counsel and main attorney for the MICCOSUKEE TRIBE, and with the assistance and support of Defendant CYPRESS, Defendant LEHTINEN managed the daily operations of Miccosukee Indian Gaming.

296. During his tenure as General Counsel and main attorney for the MICCOSUKEE TRIBE, and with the assistance and support of Defendant CYPRESS, Defendant LEHTINEN was the attorney in charge of representing all tribal entities, businesses, enterprises and agencies, including, but not limited to, the Miccosukee Police Department, Miccosukee Indian Gaming, Miccosukee Resort and Convention Center, Miccosukee Real Estate, Miccosukee Fish and Wildlife, Miccosukee Athletic and Boxing

Commission, Miccosukee Water Resources, Miccosukee Business Council, Miccosukee Intergovernmental Affairs, Legislative and Lobbying Office and Miccosukee Golf Course.

297. During his tenure as General Counsel and main attorney for the MICCOSUKEE TRIBE, and with the assistance and support of Defendant CYPRESS, Defendant LEHTINEN represented the MICCOSUKEE TRIBE in most legal, administrative, and regulatory matters at the state and federal levels.

298. During his tenure as General Counsel and main attorney for the MICCOSUKEE TRIBE, and with the assistance and support of Defendant CYPRESS, Defendant LEHTINEN represented the MICCOSUKEE TRIBE in most legal issues, including, but not limited to: gaming; Indian law; environmental law; real estate; zoning; federal and state regulatory matters; federal and state taxation; contract disputes; personal injury; federal and state administrative matters; required institutional audits under the Indian Gaming Regulatory Act; and lobbying matters.

299. During his tenure as General Counsel and main attorney for the MICCOSUKEE TRIBE, Defendant LEHTINEN had access to the financial records of the MICCOSUKEE TRIBE, including, but not limited to, the financial transactions subject to this lawsuit.

300. During his tenure as General Counsel and main attorney for the MICCOSUKEE TRIBE, Defendant LEHTINEN had the opportunity to examine and review the financial transactions and records that are the subject of this lawsuit.

301. During his tenure as General Counsel and main attorney for the MICCOSUKEE TRIBE, Defendant LEHTINEN did examine and review the financial transactions and records subject to this lawsuit. *See* a copy of the Tr. Evid. Hr. to Disqualify

Klock. at 32:3-8, 33:1-24, 34:1-5, 35:23-25, 36:1-6, 37:9-15, 49:13-20, 55:6-8, attached as Exhibit 5.

302. At all times material hereto Defendant LEHTINEN as a professional attorney representing the MICCOSUKEE TRIBE had a fiduciary and legal duty towards the MICCOSUKEE TRIBE.

303. At all times material hereto although Defendant LEHTINEN was aware of the illegal activities by Defendants CYPRESS, MARTINEZ, HERNANDEZ, LEWIS, TEIN, LEWIS TEIN, P.L. and MORGAN STANLEY and the illegal transactions subject to this lawsuit.

304. Defendant LEHTINEN willfully and purposefully failed to inform the MICCOSUKEE TRIBE about Defendants CYPRESS, MARTINEZ, HERNANDEZ, LEWIS, TEIN, LEWIS TEIN, P.L. and MORGAN STANLEY's illegal activities and also assisted Defendant CYPRESS and the others in those activities.

305. Upon information and belief, the following is a list of dates of General Council meetings attended by Defendant LEHTINEN where he presented a legal report and was present during the presentation of the financial report, and failed to disclose the information regarding the depletion by Defendant CYPRESS and MARTINEZ of the funds belonging to the MICCOSUKEE TRIBE.

<b>DATES OF GENERAL COUNCIL MEETINGS</b>	<b>PERSONS IN ATTENDANCE</b>	<b>ACTION TAKEN</b>
02/10/05	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
05/05/05	DEFENDANT CYPRESS	Presided

	DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Legal Report Financial Report Attended
08/04/05	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
11/03/05	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
02/09/06	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT LEWIS DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Legal Report Financial Report Attended
05/04/06	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
08/03/06	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
11/02/06	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
02/08/07	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
05/03/07	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended

08/02/07	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
11/08/07	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
02/11/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
05/08/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
08/07/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
11/06/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
02/05/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
05/07/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended
08/06/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report

	DEFENDANT HERNANDEZ	Attended
11/10/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Financial Report Attended

306. Upon information and belief the following is a list of dates of Business Council meetings attended by Defendant LEHTINEN where he presented a legal report and was present during the presentation of the financial report failed to disclose the information regarding the depletion by Defendant CYPRESS and MARTINEZ of the funds belonging to the MICCOSUKEE TRIBE.

<b>DATES OF BUSINESS COUNCIL MEETINGS</b>	<b>PERSONS IN ATTENDANCE</b>	<b>ACTION TAKEN</b>
01/05/05	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT HERNANDEZ	Presided Legal Report Financial Report
04/06/05	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
05/04/05	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
06/01/05	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT HERNANDEZ	Presided Legal Report Financial Report
08/03/05	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
09/07/05	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report

10/05/05	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
11/02/05	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
12/07/05	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
01/04/06	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
03/08/06	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
04/05/06	DEFENDANT CYPRESS DEFENDANT LEHTINEN	Presided Legal Report
05/03/06	DEFENDANT CYPRESS LEHTINEN'S LAW PARTNER DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Legal Report Financial Report
10/04/06	DEFENDANT CYPRESS LEHTINEN'S LAW PARTNER DEFENDANT LEHTINEN DEFENDANT MARTINEZ DEFENDANT HERNANDEZ	Presided Legal Report Legal Report Financial Report Financial Report
01/03/07	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT HERNANDEZ	Presided Legal Report Financial Report
02/07/07	DEFENDANT CYPRESS LEHTINEN'S LAW PARTNER DEFENDANT MARTINEZ	Presided Legal Report Financial Report
03/07/07	DEFENDANT CYPRESS DEFENDANT LEHTINEN	Presided Legal Report

	DEFENDANT MARTINEZ	Financial Report
05/02/07	DEFENDANT CYPRESS LEHTINEN'S LAW PARTNER DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Legal Report Financial Report
08/01/07	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
09/05/07	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
10/03/07	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
11/07/07	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
12/05/07	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT HERNANDEZ	Presided Legal Report Financial Report
01/02/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN LEHTINEN'S LAW PARTNER DEFENDANT MARTINEZ	Presided Legal Report Legal Report Financial Report
02/06/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN LEHTINEN'S LAW PARTNER DEFENDANT MARTINEZ	Presided Legal Report Legal Report Financial Report
03/05/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
04/02/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN LEHTINEN'S LAW PARTNER	Presided Legal Report Legal Report



	DEFENDANT MARTINEZ	Financial Report
05/07/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN LEHTINEN'S LAW PARTNER DEFENDANT HERNANDEZ	Presided Legal Report Legal Report Financial Report
06/04/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN LEHTINEN'S LAW PARTNER DEFENDANT HERNANDEZ	Presided Legal Report Legal Report Financial Report
07/02/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN LEHTINEN'S LAW PARTNER DEFENDANT MARTINEZ	Presided Legal Report Legal Report Financial Report
08/06/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
09/10/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
10/01/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
11/05/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
12/03/08	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT HERNANDEZ	Presided Legal Report Financial Report
01/07/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT HERNANDEZ	Presided Legal Report Financial Report
02/04/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report

04/01/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
05/06/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
06/03/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT HERNANDEZ	Presided Legal Report Financial Report
07/01/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT HERNANDEZ	Presided Legal Report Financial Report
08/05/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
09/02/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
10/07/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT MARTINEZ	Presided Legal Report Financial Report
11/04/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT HERNANDEZ	Presided Legal Report Financial Report
12/02/09	DEFENDANT CYPRESS DEFENDANT LEHTINEN	Presided Legal Report
01/06/10	DEFENDANT CYPRESS DEFENDANT LEHTINEN DEFENDANT HERNANDEZ	Presided Legal Report Financial Report

307. Due to the position of confidence held by Defendant LEHTINEN, the MICCOSUKEE TRIBE reasonably relied upon the fraudulent misrepresentations and/or omissions made by these Defendants to them at all times described herein.

308. Relying upon these fraudulent misrepresentations and/or omissions made by Defendant LEHTINEN, the MICCOSUKEE TRIBE allowed Defendants CYPRESS, MARTINEZ, HERNANDEZ, LEWIS, TEIN, and LEWIS TEIN, P.L., to continue holding their positions of trust, and the MICCOSUKEE TRIBE continued investing its monies with Defendant MORGAN STANLEY during the time described herein, and to continue to receive their substantial benefits.

309. Due to the MICCOSUKEE TRIBE's reasonable reliance upon the fraudulent misrepresentations and/or omissions made by these Defendants, the MICCOSUKEE TRIBE has lost millions of dollars, which were stolen from the Morgan Stanley Investment Account.

310. Defendant LEHTINEN's motive for assisting Defendants CYPRESS, MARTINEZ, HERNANDEZ, LEWIS, TEIN, LEWIS TEIN P.L., and MORGAN STANLEY in their stealing and plundering of millions of dollars from the MICCOSUKEE TRIBE was to preserve his unique, personal and symbiotic relationship with Defendant CYPRESS.

311. Defendant LEHTINEN's total devotion and unequivocal loyalty to Defendant CYPRESS was rewarded by Defendant CYPRESS with millions of dollars in legal fees, perks and other personal benefits that were unique to Defendant LEHTINEN.

#### **DEFENDANT MORGAN STANLEY**

312. At all times material hereto, Defendant MORGAN STANLEY had actual knowledge of the fraud being perpetrated by Defendants CYPRESS, MARTINEZ,

HERNANDEZ, LEWIS, TEIN, LEWIS TEIN P.L., and LEHTINEN upon the MICCOSUKEE TRIBE.

313. Upon information and belief, Defendant MORGAN STANLEY sent to the MICCOSUKEE TRIBE through the mail monthly statements without drawing attention to the continuous suspicious withdrawals by Defendant CYPRESS. *See* withdrawals referred to in paragraph 45.

314. Upon information and belief, the MICCOSUKEE TRIBE received the year end summaries from Defendant MORGAN STANLEY which failed to draw attention to the continuous suspicious withdrawals by Defendant CYPRESS on the following dates.

Date of Year End Statement for Account # xxx-xxxxx—13 140 received by the MICCOSUKEE TRIBE from Defendant MORGAN STANLEY
January 2007
January 2008
January 2009
January 2010

315. At all times material hereto, Defendant MORGAN STANLEY, owed a fiduciary duty to the MICCOSUKEE TRIBE due to its relationship of confidence and professional relationship with the MICCOSUKEE TRIBE.

316. At all times material hereto, Defendants MORGAN STANLEY knowingly and substantially participated in a scheme to assist Defendant CYPRESS to steal, defraud, misappropriate funds of the MICCOSUKEE TRIBE, and made fraudulent misrepresentations and/or omissions to the MICCOSUKEE TRIBE.

317. To the detriment of the MICCOSUKEE TRIBE, Defendant MORGAN STANLEY knowingly and willfully provided substantial assistance in the commission of the

fraud by Defendant CYPRESS through its extraordinary attempts to prolong the financial viability of Defendant CYPRESS to the detriment of the MICCOSUKEE TRIBE by the following:

- a. allowing Defendant CYPRESS to override the three signature requirement on the Morgan Stanley Investment Account held with Defendant MORGAN STANLEY;
- b. authorizing the daily withdrawal of amounts of monies by Defendant CYPRESS that were well above the daily ATM limits customarily allowed;
- c. authorizing and establishing automatic funds transfers between and from the Morgan Stanley Investment Account, for the exclusive benefit of Defendant CYPRESS, in direct contradiction to Defendant MORGAN STANLEY's established policies and procedures; and,
- d. willfully failing to disclose to the MICCOSUKEE TRIBE the fraud and theft of tribal funds by Defendant CYPRESS upon learning of it.

318. At all times material hereto, Defendant MORGAN STANLEY knowingly and willfully provided substantial assistance to advance the commission of the fraud by Defendants CYPRESS, MARTINEZ, HERNANDEZ, LEWIS, TEIN, LEWIS TEIN P.L., and LEHTINEN through their active role in facilitating the suspicious financial transactions by Defendant CYPRESS and its willful and well-orchestrated failure to disclose and active concealment of the atypical and fraudulent financial transactions.

319. Due to the reputation of Defendant MORGAN STANLEY as a trusted financial institution the MICCOSUKEE TRIBE reasonably relied upon the fraudulent misrepresentations and/or omissions made by Defendant MORGAN STANLEY at all times described herein.

320. Relying upon these fraudulent misrepresentations and/or omissions made by the Defendants, the MICCOSUKEE TRIBE continued to invest their monies with Defendant MORGAN STANLEY during the times described herein.

321. Due to the MICCOSUKEE TRIBE's reasonable reliance upon the fraudulent misrepresentations and/or omissions made by Defendant MORGAN STANLEY, the MICCOSUKEE TRIBE has lost millions of dollars, which were stolen from the Morgan Stanley Investment Account.

#### **COUNT V**

#### **AIDING AND ABETTING FRAUD (AS TO ALL DEFENDANTS)**

322. The MICCOSUKEE TRIBE re-alleges paragraphs 209 through 321 above, which details the fraud committed by these Defendants.

323. At all times material hereto there was an underlying fraud being perpetrated by Defendants CYPRESS, MARTINEZ, HERNANDEZ, LEWIS, TEIN, LEWIS TEIN P.L., LEHTINEN and MORGAN STANLEY upon the MICCOSUKEE TRIBE.

324. At all times material hereto, Defendants MARTINEZ, HERNANDEZ, LEWIS, TEIN, LEWIS TEIN P.L., LEHTINEN and MORGAN STANLEY had actual knowledge of the fraud being perpetrated by Defendant CYPRESS upon the MICCOSUKEE

TRIBE as a result of their positions of trust and confidence within the MICCOSUKEE TRIBE.

325. At all times material hereto, Defendants MORGAN STANLEY, LEWIS, TEIN, LEHTINEN, and LEWIS TEIN, PL owed a fiduciary duty to the MICCOSUKEE TRIBE due to their relationship of confidence and professional relationship with the MICCOSUKEE TRIBE.

326. At all times material hereto, Defendants MARTINEZ, HERNANDEZ, LEWIS, TEIN, LEWIS TEIN P.L., LEHTINEN and MORGAN STANLEY knowingly and substantially participated in a scheme to assist Defendant CYPRESS to steal, defraud, misappropriate funds of the MICCOSUKEE TRIBE, and made fraudulent misrepresentations and/or omissions to the MICCOSUKEE TRIBE as described in Count IV.

327. In the specific case of Defendants LEWIS, TEIN, and LEWIS TEIN, PL they were simultaneously representing the MICCOSUKEE TRIBE and Defendant CYPRESS, and therefore, they were placed in an especially advantageous position to assist CYPRESS and to actively conceal the wrongful conduct by Defendant CYPRESS through such representation.

328. In the specific case of Defendant LEHTINEN, he used his representation of the MICCOSUKEE TRIBE to actively assist, aid and abet the defense of Defendant CYPRESS, and to protect the individual legal interests of Defendant CYPRESS at the expense and detriment of the MICCOSUKEE TRIBE, including, but not limited to, the concealment of the fraud and theft being perpetrated by Defendant CYPRESS and Defendant MARTINEZ.

329. From 2006 through and including 2010, Defendants LEWIS, TEIN, LEHTINEN, and LEWIS TEIN, P.L. as part of their legal representation of the

MICCOSUKEE TRIBE in federal tax matters, made sure that Defendant CYPRESS's improper and illegal use of the Morgan Stanley Investment Account and American Express cards, and Defendant MARTINEZ's improper and illegal use of the American Express cards were kept a secret from officials of the MICCOSUKEE TRIBE.

330. From 2006 through and including 2010, Defendants LEWIS, TEIN, LEHTINEN, and LEWIS TEIN, P.L., as part of their representation of the MICCOSUKEE TRIBE in federal tax matters, had to prepare, present and deliver quarterly reports to the MICCOSUKEE TRIBE.

331. Defendants LEWIS, TEIN, LEWIS TEIN, P.L. and LEHTINEN ensured that during these quarterly reports they kept secret the illegal activities by Defendants CYPRESS HERNANDEZ, MARTINEZ and MORGAN STANLEY, and instead they continued to reassure the MICCOSUKEE TRIBE that the federal tax examination in which they were representing the MICCOSUKEE TRIBE was "almost resolved."

332. At all times material hereto, through their active concealment and affirmative acts, Defendants MARTINEZ, HERNANDEZ, LEWIS, TEIN, LEWIS TEIN, P.L., LEHTINEN, and MORGAN STANLEY knowingly, purposefully and intentionally aided and abetted the fraud perpetrated by Defendant CYPRESS against the MICCOSUKEE TRIBE through the specific actions and omissions described throughout this Second Amended Complaint.



**COUNT VI**

**FLORIDA CIVIL RICO  
(AS TO ALL DEFENDANTS)**

333. The MICCOSUKEE TRIBE alleges a cause of action for Florida Civil RICO against all Defendants pursuant to Fla. Stat. § 772.104(1).

**ENTERPRISE**

334. The MICCOSUKEE TRIBE re-avers and re-alleges paragraphs 18 through 35 above, which describe the Enterprise composed of the above named Defendants, as defined in Fla. Stat. § 772.102(3).

335. All named Defendants associated in fact with each other and engaged in a pattern of criminal activity as defined in Fla. Stat. § 772.102(4), with the intent of defrauding the MICCOSUKEE TRIBE and unlawfully depriving the MICCOSUKEE TRIBE of millions of dollars.

**DEFENDANT CYPRESS**

336. Defendant CYPRESS, with criminal intent, received proceeds, derived directly or indirectly, from a pattern of criminal activity, including civil theft, fraud, money laundering, mail fraud, and engaging in monetary transactions in criminally derived property, to use or invest, directly or indirectly, such proceeds, in the operation of the Enterprise described above, which resulted in a loss of millions of dollars to the MICCOSUKEE TRIBE. These actions by Defendant CYPRESS are in direct violation of Fla. Stat. § 772.103(1).

337. Defendant CYPRESS through a pattern of criminal activity, including civil theft, fraud, money laundering, mail fraud, and engaging in monetary transactions in

criminally derived property maintained control of the Enterprise described above resulting in a loss of millions of dollars to the MICCOSUKEE TRIBE. These actions by Defendant CYPRESS are in direct violation of Fla. Stat. § 772.103(2).

338. Defendant CYPRESS associated with, the above described Enterprise to conduct directly the affairs of such Enterprise through a pattern of criminal activity involving civil theft, fraud, money laundering, mail fraud, and engaging in monetary transactions in criminally derived property, which resulted in a loss of millions of dollars to the MICCOSUKEE TRIBE. These actions by Defendant CYPRESS are in direct violation of Fla. Stat. § 772.103(3).

#### **CIVIL THEFT BY DEFENDANT CYPRESS**

339. Defendant CYPRESS participated in a pattern of criminal activity as defined in Fla. Stat. § 772.102(1)(a)(20) by committing multiple acts of theft.

340. The MICCOSUKEE TRIBE re-avers and re-alleges paragraphs 189 through 201, which detail the theft perpetrated by Defendant CYPRESS against the MICCOSUKEE TRIBE.

#### **FRAUD BY DEFENDANT CYPRESS**

341. Defendant CYPRESS participated in a pattern of criminal activity as defined in § 772.102(1)(a)(22) Fla. Stat. by committing multiple acts of fraud.

342. The MICCOSUKEE TRIBE re-avers and re-alleges paragraphs 210 through 223, which detail the fraud perpetrated by Defendant CYPRESS against the MICCOSUKEE TRIBE.

**VIOLATIONS OF 18 U.S.C. § 1961(1)(B) PURSUANT TO FLORIDA STATUTE § 772.102(1)(b) BY DEFENDANT CYPRESS**

**VIOLATION OF 18 U.S.C. § 1956 BY DEFENDANT CYPRESS**

343. Defendant CYPRESS participated in a pattern of criminal activity as defined in § 772.102(1)(b) Fla. Stat. by committing multiple acts of money laundering.

344. The MICCOSUKEE TRIBE re-avers and re-alleges paragraphs 39 through 43, which detail the money laundering scheme perpetrated by Defendant CYPRESS against the MICCOSUKEE TRIBE.

**VIOLATION OF 18 U.S.C. § 1957 BY DEFENDANT CYPRESS**

345. Defendant CYPRESS participated in a pattern of criminal activity as defined in § 772.102(1)(b) Fla. Stat. by engaging in a pattern of monetary transactions in criminally derived property of a value greater than \$10,000.

346. The MICCOSUKEE TRIBE re-avers and re-alleges paragraphs 44 through 49, which detail the pattern of monetary transactions in criminally derived property perpetrated by Defendant CYPRESS against the MICCOSUKEE TRIBE.

**VIOLATION OF 18 U.S.C. § 1341 BY DEFENDANT CYPRESS**

347. Defendant CYPRESS participated in a pattern of criminal activity as defined in § 772.102(1)(b) Fla. Stat. by committing multiple acts of mail fraud.

348. The MICCOSUKEE TRIBE re-avers and re-alleges paragraphs 50 through 62, which detail the mail fraud perpetrated by Defendant CYPRESS against the MICCOSUKEE TRIBE.

**DEFENDANT MARTINEZ**

349. Defendant MARTINEZ, with criminal intent, received proceeds, derived directly or indirectly, from a pattern of criminal activity, including civil theft, fraud, money laundering, mail fraud, and engaging in monetary transactions in criminally derived property, to use or invest, directly or indirectly, such proceeds, in the operation of the Enterprise described above, which resulted in a loss of millions of dollars to the MICCOSUKEE TRIBE. These actions by Defendant MARTINEZ are in direct violation of § 772.103(1) Fla. Stat.

350. Defendant MARTINEZ through a pattern of criminal activity, including civil theft, fraud, money laundering, mail fraud, and engaging in monetary transactions in criminally derived property maintained control of the Enterprise described above resulting in a loss of millions of dollars to the MICCOSUKEE TRIBE. These actions by Defendant MARTINEZ are in direct violation of § 772.103(2) Fla. Stat.

351. Defendant MARTINEZ associated with the above described Enterprise to conduct directly the affairs of such Enterprise through a pattern of criminal activity involving civil theft, fraud, money laundering, mail fraud, and engaging in monetary transactions in criminally derived property, which resulted in a loss of millions of dollars to the MICCOSUKEE TRIBE. These actions by Defendant MARTINEZ are in direct violation of § 772.103(3) Fla. Stat.

**CIVIL THEFT BY DEFENDANT MARTINEZ**

352. Defendant MARTINEZ participated in a pattern of criminal activity as defined in § 772.102(1)(a)(20) Fla. Stat. by committing multiple acts of theft.

353. The MICCOSUKEE TRIBE re-avers and re-alleges paragraphs 202 through 208, which detail the theft perpetrated by Defendant MARTINEZ against the MICCOSUKEE TRIBE.

**FRAUD BY DEFENDANT MARTINEZ**

354. Defendant MARTINEZ participated in a pattern of criminal activity as defined in § 772.102(1)(a)(22) Fla. Stat. by committing multiple acts of fraud.

355. The MICCOSUKEE TRIBE re-avers and re-alleges paragraphs 224 through 234, which detail the fraud perpetrated by Defendant MARTINEZ against the MICCOSUKEE TRIBE.

**VIOLATIONS OF 18 U.S.C. § 1961(1)(B) PURSUANT TO FLORIDA STATUTE § 772.102(1)(b) BY DEFENDANT MARTINEZ**

**VIOLATION OF 18 U.S.C. § 1956 BY DEFENDANT MARTINEZ**

356. Defendant MARTINEZ participated in a pattern of criminal activity as defined in § 772.102(1)(b) Fla. Stat. by committing multiple acts of money laundering.

357. The MICCOSUKEE TRIBE re-avers and re-alleges paragraphs 66 through 72, which detail the money laundering scheme perpetrated by Defendant MARTINEZ against the MICCOSUKEE TRIBE.

**VIOLATION OF 18 U.S.C. § 1957 BY DEFENDANT MARTINEZ**

358. Defendant MARTINEZ participated in a pattern of criminal activity as defined in § 772.102(1)(b) Fla. Stat. by engaging in a pattern of monetary transactions in criminally derived property of a value greater than \$10,000.

359. The MICCOSUKEE TRIBE re-avers and re-alleges paragraphs 73 through 75, which detail the pattern of monetary transactions in criminally derived property perpetrated by Defendant MARTINEZ against the MICCOSUKEE TRIBE.

**VIOLATION OF 18 U.S.C. § 1341 BY DEFENDANT MARTINEZ**

360. Defendant MARTINEZ participated in a pattern of criminal activity as defined in § 772.102(1)(b) Fla. Stat. by committing multiple acts of mail fraud.

361. The MICCOSUKEE TRIBE re-avers and re-alleges paragraphs 76 through 78, which detail the mail fraud perpetrated by Defendant MARTINEZ against the MICCOSUKEE TRIBE.

**DEFENDANT HERNANDEZ**

362. Defendant HERNANDEZ, with criminal intent, received proceeds, derived directly or indirectly, from a pattern of criminal activity, including fraud, money laundering, mail fraud, and engaging in monetary transactions in criminally derived property, to use or invest, directly or indirectly, such proceeds, in the operation of the Enterprise described above, which resulted in a loss of millions of dollars to the MICCOSUKEE TRIBE. These actions by Defendant HERNANDEZ are in direct violation of § 772.103(1) Fla. Stat.

363. Defendant HERNANDEZ through a pattern of criminal activity, including fraud, money laundering, mail fraud, and engaging in monetary transactions in criminally derived property maintained control of the Enterprise described above resulting in a loss of millions of dollars to the MICCOSUKEE TRIBE. These actions by Defendant HERNANDEZ are in direct violation of § 772.103(2) Fla. Stat.

364. Defendant HERNANDEZ associated with the above described Enterprise to conduct directly the affairs of such Enterprise through a pattern of criminal activity involving

fraud, money laundering, mail fraud, and engaging in monetary transactions in criminally derived property, which resulted in a loss of millions of dollars to the MICCOSUKEE TRIBE. These actions by Defendant HERNANDEZ are in direct violation of § 772.103(3) Fla. Stat.

**FRAUD BY DEFENDANT HERNANDEZ**

365. Defendant HERNANDEZ participated in a pattern of criminal activity as defined in § 772.102(1)(a)(22) Fla. Stat. by committing multiple acts of fraud.

366. The MICCOSUKEE TRIBE re-avers and re-alleges paragraphs 235 through 246, which detail the fraud perpetrated by Defendant HERNANDEZ against the MICCOSUKEE TRIBE.

**VIOLATIONS OF 18 U.S.C. § 1961(1)(B) PURSUANT TO FLORIDA STATUTE § 772.102(1)(b) BY DEFENDANT HERNANDEZ**

**VIOLATION OF 18 U.S.C. § 1956 BY DEFENDANT HERNANDEZ**

367. Defendant HERNANDEZ participated in a pattern of criminal activity as defined in § 772.102(1)(b) Fla. Stat. by committing multiple acts of money laundering.

368. The MICCOSUKEE TRIBE re-avers and re-alleges paragraphs 82 through 90, which detail the money laundering scheme perpetrated by Defendant HERNANDEZ against the MICCOSUKEE TRIBE.

**VIOLATION OF 18 U.S.C. § 1957 BY DEFENDANT HERNANDEZ**

369. Defendant HERNANDEZ participated in a pattern of criminal activity as defined in § 772.102(1)(b) Fla. Stat. by engaging in a pattern of monetary transactions in criminally derived property of a value greater than \$10,000.

370. The MICCOSUKEE TRIBE re-avers and re-alleges paragraphs 91 through 98, which detail the pattern of monetary transactions in criminally derived property perpetrated by Defendant HERNANDEZ against the MICCOSUKEE TRIBE.

**VIOLATION OF 18 U.S.C. § 1341 BY DEFENDANT HERNANDEZ**

371. Defendant HERNANDEZ participated in a pattern of criminal activity as defined in § 772.102(1)(b) Fla. Stat. by committing multiple acts of mail fraud.

372. The MICCOSUKEE TRIBE re-avers and re-alleges paragraphs 99 through 102, which detail the mail fraud perpetrated by Defendant HERNANDEZ against the MICCOSUKEE TRIBE.

**DEFENDANT LEWIS**

373. Defendant LEWIS, with criminal intent, received proceeds, derived directly or indirectly, from a pattern of criminal activity, including fraud, money laundering, mail fraud, and engaging in monetary transactions in criminally derived property, to use or invest, directly or indirectly, such proceeds, in the operation of the Enterprise described above, which resulted in a loss of millions of dollars to the MICCOSUKEE TRIBE. These actions by Defendant LEWIS are in direct violation of § 772.103(1) Fla. Stat.

374. Defendant LEWIS through a pattern of criminal activity, including fraud, money laundering, mail fraud, and engaging in monetary transactions in criminally derived property maintained control of the Enterprise described above resulting in a loss of millions of dollars to the MICCOSUKEE TRIBE. These actions by Defendant LEWIS are in direct violation of § 772.103(2) Fla. Stat.

375. Defendant LEWIS associated with the above described Enterprise to conduct directly the affairs of such Enterprise through a pattern of criminal activity involving fraud,



money laundering, mail fraud, and engaging in monetary transactions in criminally derived property, which resulted in a loss of millions of dollars to the MICCOSUKEE TRIBE. These actions by Defendant LEWIS are in direct violation of § 772.103(3) Fla. Stat.

**FRAUD BY DEFENDANT LEWIS**

376. Defendant LEWIS participated in a pattern of criminal activity as defined in § 772.102(1)(a)(22) Fla. Stat. by committing multiple acts of fraud.

377. The MICCOSUKEE TRIBE re-avers and re-alleges paragraphs 247 through 261, which detail the fraud perpetrated by Defendant LEWIS against the MICCOSUKEE TRIBE.

**VIOLATIONS OF 18 U.S.C. § 1961(1)(B) PURSUANT TO FLORIDA STATUTE § 772.102(1)(b) BY DEFENDANT LEWIS**

**VIOLATION OF 18 U.S.C. § 1956 BY DEFENDANT LEWIS**

378. Defendant LEWIS participated in a pattern of criminal activity as defined in § 772.102(1)(b) Fla. Stat. by committing multiple acts of money laundering.

379. The MICCOSUKEE TRIBE re-avers and re-alleges paragraphs 106 through 113, which detail the money laundering scheme perpetrated by Defendant LEWIS against the MICCOSUKEE TRIBE.

**VIOLATION OF 18 U.S.C. § 1957 BY DEFENDANT LEWIS**

380. Defendant LEWIS participated in a pattern of criminal activity as defined in § 772.102(1)(b) Fla. Stat. by engaging in a pattern of monetary transactions in criminally derived property of a value greater than \$10,000.

381. The MICCOSUKEE TRIBE re-avers and re-alleges paragraphs 114 through 116, which detail the pattern of monetary transactions in criminally derived property perpetrated by Defendant LEWIS against the MICCOSUKEE TRIBE.

**VIOLATION OF 18 U.S.C. § 1341 BY DEFENDANT LEWIS**

382. Defendant LEWIS participated in a pattern of criminal activity as defined in § 772.102(1)(b) Fla. Stat. by committing multiple acts of mail fraud.

383. The MICCOSUKEE TRIBE re-avers and re-alleges paragraphs 117 through 121, which detail the mail fraud perpetrated by Defendant LEWIS against the MICCOSUKEE TRIBE.

**DEFENDANT TEIN**

384. Defendant TEIN, with criminal intent, received proceeds, derived directly or indirectly, from a pattern of criminal activity, including fraud, money laundering, mail fraud, and engaging in monetary transactions in criminally derived property, to use or invest, directly or indirectly, such proceeds in the operation of the Enterprise described above, which resulted in a loss of millions of dollars to the MICCOSUKEE TRIBE. These actions by Defendant TEIN are in direct violation of Fla. Stat. § 772.103(1).

385. Defendant TEIN through a pattern of criminal activity, including fraud, money laundering, mail fraud, and engaging in monetary transactions in criminally derived property maintained control of the Enterprise described above resulting in a loss of millions of dollars to the MICCOSUKEE TRIBE. These actions by Defendant TEIN are in direct violation of Fla. Stat. § 772.103(2).

386. Defendant TEIN associated with the above described Enterprise to conduct directly the affairs of such Enterprise through a pattern of criminal activity involving fraud,

money laundering, mail fraud, and engaging in monetary transactions in criminally derived property, which resulted in a loss of millions of dollars to the MICCOSUKEE TRIBE. These actions by Defendant TEIN are in direct violation of Fla. Stat. § 772.103(3).

**FRAUD BY DEFENDANT TEIN**

387. Defendant TEIN participated in a pattern of criminal activity as defined in § 772.102(1)(a)(22) Fla. Stat. by committing multiple acts of fraud.

388. The MICCOSUKEE TRIBE re-avers and re-alleges paragraphs 262 through 276, which detail the fraud perpetrated by Defendant TEIN against the MICCOSUKEE TRIBE.

**VIOLATIONS OF 18 U.S.C. § 1961(1)(B) PURSUANT TO FLORIDA STATUTE § 772.102(1)(b) BY DEFENDANT TEIN**

**VIOLATION OF 18 U.S.C. § 1956 BY DEFENDANT TEIN**

389. Defendant TEIN participated in a pattern of criminal activity as defined in § 772.102(1)(b) Fla. Stat. by committing multiple acts of money laundering.

390. The MICCOSUKEE TRIBE re-avers and re-alleges paragraphs 125 through 128, which detail the money laundering scheme perpetrated by Defendant TEIN against the MICCOSUKEE TRIBE.

**VIOLATION OF 18 U.S.C. § 1957 BY DEFENDANT TEIN**

391. Defendant TEIN participated in a pattern of criminal activity as defined in § 772.102(1)(b) Fla. Stat. by engaging in a pattern of monetary transactions in criminally derived property of a value greater than \$10,000.

392. The MICCOSUKEE TRIBE re-avers and re-alleges paragraphs 129 through 131, which detail the pattern of monetary transactions in criminally derived property perpetrated by Defendant TEIN against the MICCOSUKEE TRIBE.

**VIOLATION OF 18 U.S.C. § 1341 BY DEFENDANT TEIN**

393. Defendant TEIN participated in a pattern of criminal activity as defined in § 772.102(1)(b) Fla. Stat. by committing multiple acts of mail fraud.

394. The MICCOSUKEE TRIBE re-avers and re-alleges paragraphs 132 through 136, which detail the mail fraud perpetrated by Defendant TEIN against the MICCOSUKEE TRIBE.

**DEFENDANT LEWIS TEIN, P.L.**

395. Defendant LEWIS TEIN, P.L., with criminal intent, received proceeds, derived directly or indirectly, from a pattern of criminal activity, including fraud, money laundering, mail fraud, and engaging in monetary transactions in criminally derived property, to use or invest, directly or indirectly, such proceeds, in the operation of the Enterprise described above, which resulted in a loss of millions of dollars to the MICCOSUKEE TRIBE. These actions by Defendant LEWIS TEIN, P.L. are in direct violation of § 772.103(1) Fla. Stat.

396. Defendant LEWIS TEIN, P.L. through a pattern of criminal activity, including fraud, money laundering, mail fraud, and engaging in monetary transactions in criminally derived property maintained control of the Enterprise described above resulting in a loss of millions of dollars to the MICCOSUKEE TRIBE. These actions by Defendant LEWIS TEIN, P.L. are in direct violation of § 772.103(2) Fla. Stat.

397. Defendant LEWIS TEIN, P.L. associated with, the above described Enterprise to conduct directly the affairs of such Enterprise through a pattern of criminal activity involving fraud, money laundering, mail fraud, and engaging in monetary transactions in criminally derived property, which resulted in a loss of millions of dollars to the MICCOSUKEE TRIBE. These actions by Defendant LEWIS TEIN, P.L., are in direct violation of § 772.103(3) Fla. Stat.

**FRAUD BY DEFENDANT LEWIS TEIN, P.L.**

398. Defendant LEWIS TEIN, P.L. participated in a pattern of criminal activity as defined in § 772.102(1)(a)(22) Fla. Stat. by committing multiple acts of fraud.

399. The MICCOSUKEE TRIBE re-avers and re-alleges paragraphs 277 through 291, which detail the fraud perpetrated by Defendant LEWIS TEIN, P.L. against the MICCOSUKEE TRIBE.

**VIOLATIONS OF 18 U.S.C. § 1961(1)(B) PURSUANT TO FLORIDA STATUTE § 772.102(1)(b) BY DEFENDANT LEWIS TEIN, P.L.**

**VIOLATION OF 18 U.S.C. § 1956 BY DEFENDANT LEWIS TEIN, P.L.**

400. Defendant LEWIS TEIN, P.L. participated in a pattern of criminal activity as defined in § 772.102(1)(b) Fla. Stat. by committing multiple acts of money laundering.

401. The MICCOSUKEE TRIBE re-avers and re-alleges paragraphs 140 through 143, which detail the money laundering scheme perpetrated by Defendant LEWIS TEIN, P.L., against the MICCOSUKEE TRIBE.

**VIOLATION OF 18 U.S.C. § 1957 BY DEFENDANT LEWIS TEIN, P.L.**

402. Defendant LEWIS TEIN, P.L. participated in a pattern of criminal activity as defined in § 772.102(1)(b) Fla. Stat. by engaging in a pattern of monetary transactions in criminally derived property of a value greater than \$10,000.

403. The MICCOSUKEE TRIBE re-avers and re-alleges paragraphs 144 through 146, which detail the pattern of monetary transactions in criminally derived property perpetrated by Defendant LEWIS TEIN, P.L. against the MICCOSUKEE TRIBE.

**VIOLATION OF 18 U.S.C. § 1341 BY DEFENDANT LEWIS TEIN, P.L.**

404. Defendant LEWIS TEIN, P.L. participated in a pattern of criminal activity as defined in § 772.102(1)(b) Fla. Stat. by committing multiple acts of mail fraud.

405. The MICCOSUKEE TRIBE re-avers and re-alleges paragraphs 147 through 151, which detail the mail fraud perpetrated by Defendant LEWIS TEIN, P.L. against the MICCOSUKEE TRIBE.

**DEFENDANT LEHTINEN**

406. Defendant LEHTINEN with criminal intent, received proceeds, derived directly or indirectly, from a pattern of criminal activity, involving fraud, to use or invest, directly or indirectly, such proceeds, in the operation of the Enterprise described above, which resulted in a loss of millions of dollars to the MICCOSUKEE TRIBE. These actions by Defendant LEHTINEN are in direct violation of § 772.103(1) Fla. Stat.

407. Defendant LEHTINEN, through a pattern of criminal activity, involving fraud, maintained control of the affairs of the Enterprise described above resulting in a loss of millions of dollars to the MICCOSUKEE TRIBE. These actions by Defendant LEHTINEN, are in direct violation of § 772.103(2) Fla. Stat.

408. Defendant LEHTINEN, associated with, the above described Enterprise to conduct directly the affairs of such Enterprise through a pattern of criminal activity involving fraud, which resulted in a loss of millions of dollars to the MICCOSUKEE TRIBE. These actions by Defendant LEHTINEN, are in direct violation of § 772.103(3) Fla. Stat.

**FRAUD BY DEFENDANT LEHTINEN**

409. Defendant LEHTINEN participated in a pattern of criminal activity as defined in § 772.102(1)(a)(22) Fla. Stat. by committing multiple acts of fraud.

410. The MICCOSUKEE TRIBE re-avers and re-alleges paragraphs 292 through 311, which detail the fraud perpetrated by Defendant LEHTINEN against the MICCOSUKEE TRIBE.

**DEFENDANT MORGAN STANLEY**

411. Defendant MORGAN STANLEY through a pattern of criminal activity, including fraud and money laundering, maintained an interest in the Enterprise described above resulting in a loss of millions of dollars to the MICCOSUKEE TRIBE. These actions by Defendant MORGAN STANLEY are in direct violation of § 772.103(2) Fla. Stat.

**FRAUD BY DEFENDANT MORGAN STANLEY**

412. Defendant MORGAN STANLEY participated in a pattern of criminal activity as defined in § 772.102(1)(a)(22) Fla. Stat. by committing multiple acts of fraud.

413. The MICCOSUKEE TRIBE re-avers and re-alleges paragraphs 312 through 321, which detail the fraud perpetrated by Defendant MORGAN STANLEY against the MICCOSUKEE TRIBE.

**VIOLATIONS OF 18 U.S.C. § 1961(1)(B) PURSUANT TO FLORIDA STATUTE § 772.102(1)(b) BY DEFENDANT MORGAN STANLEY**

**VIOLATION OF 18 U.S.C. § 1956 BY DEFENDANT MORGAN STANLEY**

414. Defendant MORGAN STANLEY participated in a pattern of criminal activity as defined in § 772.102(1)(b) Fla. Stat. by committing multiple acts of money laundering.

415. The MICCOSUKEE TRIBE re-avers and re-alleges paragraphs 153 through 161, which detail the money laundering scheme perpetrated by Defendant MORGAN STANLEY against the MICCOSUKEE TRIBE.

**INJURY TO THE MICCOSUKEE TRIBE**

416. As a direct result of Defendants CYPRESS, MARTINEZ, HERNANDEZ, LEWIS, TEIN, LEWIS TEIN, P.L., LEHTINEN, and MORGAN STANLEY's RICO violations, the MICCOSUKEE TRIBE has sustained a substantial injury totaling an approximate **TWENTY-SIX MILLION DOLLARS (\$26,000,000.00)** exclusive of interests, attorneys' fees and other damages that may be applicable by law.

**COUNT VII**

**CONSPIRACY TO VIOLATE FLORIDA RICO  
(AS TO ALL DEFENDANTS)**

417. In violation of § 772.103(4) Fla. Stat. Defendant CYPRESS, Defendant MARTINEZ, Defendant HERNANDEZ, Defendant LEWIS, Defendant TEIN, Defendant LEWIS TEIN, P.L., Defendant LEHTINEN and Defendant MORGAN STANLEY, agreed and conspired to violate Fla. Stat. § 772.103(1)-(3).

418. The MICCOSUKEE TRIBE re-avers and re-alleges paragraphs 165 through 188 which describe the conspiracy between Defendant CYPRESS, Defendant



MARTINEZ, Defendant HERNANDEZ, Defendant LEWIS, Defendant TEIN, Defendant LEWIS TEIN, P.L., and Defendant MORGAN STANLEY.

419. The MICCOSUKEE TRIBE re-avers and re-alleges paragraphs 336 through 348 which describe Defendant CYPRESS's Florida RICO violations.

420. The MICCOSUKEE TRIBE re-avers and re-alleges paragraphs 349 through 361 which describe Defendant MARTINEZ's Florida RICO violations.

421. The MICCOSUKEE TRIBE re-avers and re-alleges paragraphs 362 through 372 which describe Defendant HERNANDEZ's Florida RICO violations.

422. The MICCOSUKEE TRIBE re-avers and re-alleges paragraphs 373 through 383 which describe Defendant LEWIS's Florida RICO violations.

423. The MICCOSUKEE TRIBE re-avers and re-alleges paragraphs 384 through 394 which describe Defendant TEIN's Florida RICO violations.

424. The MICCOSUKEE TRIBE re-avers and re-alleges paragraphs 395 through 405 which describe Defendant LEWIS TEIN, P.L.'s Florida RICO violations.

425. The MICCOSUKEE TRIBE re-avers and re-alleges paragraphs 292 through 308 which describe Defendant LEHTINEN's conspiratorial role in the Enterprise and paragraphs 406 through 410 which describe Defendant LEHTINEN's Florida RICO violation.

426. The MICCOSUKEE TRIBE re-avers and re-alleges paragraphs 411 through 415 which describe Defendant MORGAN STANLEY's Florida RICO violations.

427. Defendants CYPRESS, MARTINEZ, HERNANDEZ, LEWIS, TEIN, LEWIS TEIN, P.L., LEHTINEN and MORGAN STANLEY by their words and actions, objectively

manifested agreement to the commission of the substantive Florida RICO violations and to the commission of two (2) or more predicate acts through participation and management in the conduct of the affairs of the Enterprise.

428. Defendants CYPRESS, MARTINEZ, HERNANDEZ, LEWIS, TEIN, LEWIS TEIN, P.L., LEHTINEN and MORGAN STANLEY knew that their predicate acts were part of a pattern of criminal activities and agreed to the commission of those acts to further the scheme described above.

429. Defendants CYPRESS, MARTINEZ, HERNANDEZ, LEWIS, TEIN, LEWIS TEIN, P.L., LEHTINEN and MORGAN STANLEY's agreement to engage in a pattern of criminal activity can be clearly and reasonably inferred from their unique and close personal and professional relationships, their mutual motives and goals, their mutually agreed tactics; their common plan, scheme and modus operandi, common opportunity; and their mutual substantial financial gain resulting from their pattern of criminal activity; their use of bank accounts and property; and the dependency on the acts of each other as well as on the actions of the Enterprise.

430. At least one overt and wrongful act was done by one or more of the Defendants-conspirators and was done to achieve the purpose of the conspiracy.

431. The conspiratorial agreement described above was an agreement to participate in the Enterprise as described above, which engaged in a pattern of criminal activity within the meaning of Fla. Stat § 772.102(4), in addition to an agreement to commit the multiple unlawful acts underlying the criminal activity.

432. As a result of one or more acts predicate to the conspiracy Defendants CYPRESS, MARTINEZ, HERNANDEZ, LEWIS, TEIN, LEWIS TEIN, P.L., LEHTINEN

and MORGAN STANLEY's conduct and participation in the conduct of the Enterprise's affairs through a pattern of criminal activity, the MICCOSUKEE TRIBE has sustained substantial injury including the loss of millions of dollars stolen by the Defendants.

433. Defendants CYPRESS, MARTINEZ, HERNANDEZ, LEWIS, TEIN, LEWIS TEIN, P.L., LEHTINEN and MORGAN STANLEY's acts and violations were the actual cause of the MICCOSUKEE TRIBE's damages, which would not have occurred without the Defendants' conduct.

434. Additionally, these acts and violations were the direct, natural, and proximate cause of the damage to the MICCOSUKEE TRIBE.

435. The MICCOSUKEE TRIBE re-avers and re-alleges paragraphs 162-164, which describe the injury to the MICCOSUKEE TRIBE.

### **COUNT VIII**

#### **EMBEZZLEMENT (AS TO DEFENDANTS CYPRESS AND MARTINEZ)**

436. The MICCOSUKEE TRIBE re-avers and re-alleges paragraphs 6 through 8, which detail Defendants CYPRESS and MARTINEZ's actions whereby they lawfully take possession of the MICCOSUKEE TRIBE's property and converted it to their own use.

437. At all times material hereto, Defendant CYPRESS lawfully obtained possession and control of the Morgan Stanley Investment Account and the American Express charge cards which purpose was to benefit "tribal purposes."

438. Thereafter, Defendant CYPRESS contrived his scheme to defraud the MICCOSUKEE TRIBE by converting the funds, which had been entrusted to him for tribal purposes for his own lavish expenditures such as gambling, fine dining, jewelry, luxury items

such as clothing, homes, and vehicles; as well as other items for his exclusive benefit and personal use.

439. This being so, Defendant CYPRESS, by his actions, committed embezzlement.

440. At all times material hereto, Defendant MARTINEZ lawfully obtained access to the MICCOSUKEE TRIBE's funds and American Express charge card as Chief Financial Officer.

441. Thereafter, Defendant MARTINEZ acting in concert with Defendant CYPRESS converted the funds of the MICCOSUKEE TRIBE by using the Morgan Stanley Investment Account as collateral to pay for the American Express charge card that he used for unexplained and unauthorized personal high-end expenses. *See* paragraph 74. This being so, Defendant MARTINEZ, by his actions, committed embezzlement.

442. As a result of Defendants CYPRESS and MARTINEZ's actions detailed herein, the MICCOSUKEE TRIBE lost millions of dollars.

### **COUNT IX**

#### **BREACH OF FIDUCIARY DUTY (AS TO ALL THE DEFENDANTS)**

443. At all times material hereto, these Defendants held positions of trust within the MICCOSUKEE TRIBE, as specifically described throughout this Second Amended Complaint, and were in a position to protect the interests of the MICCOSUKEE TRIBE, and had a fiduciary and legal duty to do so.

444. Defendant CYPRESS, as Chairman of the MICCOSUKEE TRIBE had a duty to maintain, preserve and protect the financial well-being of the MICCOSUKEE TRIBE.

445. In his capacity as Chief Financial Officer of the MICCOSUKEE TRIBE, at all times material hereto, Defendant MARTINEZ was entrusted to maintain, preserve and protect the financial well-being of the MICCOSUKEE TRIBE.

446. As Chief Financial Officer of the MICCOSUKEE TRIBE, Defendant MARTINEZ was responsible for reviewing, overseeing, and approving all financial transactions involving the Morgan Stanley Investment Account from which Defendant CYPRESS was stealing to the detriment of the MICCOSUKEE TRIBE.

447. At all times material hereto, Defendant HERNANDEZ was Director of the MICCOSUKEE TRIBE's Finance Department and was in a position to protect the financial interests of the MICCOSUKEE TRIBE.

448. As the Director of the Finance Department, Defendant HERNANDEZ had access to, was in possession of, and was responsible for reviewing all financial information of the MICCOSUKEE TRIBE, including, but not limited to, the Morgan Stanley Investment Account and American Express cards subject to this lawsuit.

449. From 2005 through and including 2010, while representing the MICCOSUKEE TRIBE as professional attorneys, Defendants LEWIS, TEIN, LEWIS TEIN, P.L., and LEHTINEN owed a duty of care and fiduciary duty to the MICCOSUKEE TRIBE.

450. At all times material hereto, Defendants LEWIS, TEIN, LEWIS TEIN, P.L., and LEHTINEN held themselves out as competent professional attorneys and legal experts possessing the requisite legal skills and experience to represent the interests of the MICCOSUKEE TRIBE free from any actual or potential conflict of interest.

451. At all times material hereto, Defendants LEWIS, TEIN, LEWIS TEIN, P.L. and LEHTINEN represented the MICCOSUKEE TRIBE as a law firm and professional association engaged in the business of providing legal advice.

452. At all times material hereto, all the Defendants owed a fiduciary duty to the MICCOSUKEE TRIBE due to their professional relationship of confidence and trust.

453. In the particular case of Defendant MORGAN STANLEY, as the financial institution entrusted with the financial funds of the MICCOSUKEE TRIBE, Defendant MORGAN STANLEY owed a duty of care and a fiduciary duty to the MICCOSUKEE TRIBE to safeguard their investments from the specific illegal activities perpetrated by Defendant CYPRESS.

454. In the particular case of Defendant CYPRESS, he abused his position as Chairman of the MICCOSUKEE TRIBE for his personal benefit and breached his duty of care and fiduciary duty by embezzling, stealing, and converting the funds of the MICCOSUKEE TRIBE under his control and supervision to create, maintain and expand his own lavish personal lifestyle.

455. In the particular case of Defendant MARTINEZ, as Chief Financial Officer he had a duty of care and fiduciary duty towards the MICCOSUKEE TRIBE which he abused and breached by embezzling, stealing and converting the funds of the MICCOSUKEE TRIBE for his own personal expenses through his illegal use of the American Express card and the charges to such card specifically outlined throughout this Second Amended Complaint and by planning and assisting Defendant CYPRESS to embezzle, steal and convert the funds of the MICCOSUKEE TRIBE for his own personal use.

456. In the particular case of Defendant HERNANDEZ, as Director of the Finance Department, he had a duty of care and fiduciary duty towards the MICCOSUKEE TRIBE which he abused and breached by: planning and assisting Defendant CYPRESS to steal, embezzle and convert the funds of the MICCOSUKEE TRIBE for his own personal use; and purposefully, knowingly and willfully assisting Defendant CYPRESS to invest the misappropriated funds of the MICCOSUKEE TRIBE; and actively concealing the fraudulent scheme from the MICCOSUKEE TRIBE, and its officials.

457. In the particular case of Defendants LEWIS, TEIN, LEWIS TEIN, P.L. and LEHTINEN, they abused their positions as professional attorneys for the MICCOSUKEE TRIBE and breached their fiduciary duty to the MICCOSUKEE TRIBE by improperly engaging in the simultaneous legal representation and legal assistance of Defendant CYPRESS, whose legal interests were directly adverse to the legal interests of the MICCOSUKEE TRIBE. This was done for the sole purpose of shielding and concealing the fraudulent activities by Defendant CYPRESS, and thereby planning and assisting in the commission of the fraud by Defendant CYPRESS through their active concealment and failure to disclose Defendant CYPRESS's illegal activities in order not to jeopardize the millions of dollars in attorneys' fees and other benefits they were receiving from Defendant CYPRESS for legal work on behalf of the MICCOSUKEE TRIBE.

458. Defendants LEWIS, TEIN, LEWIS TEIN, P.L. and LEHTINEN, abused their positions as professional attorneys for the MICCOSUKEE TRIBE and breached their fiduciary duty to the MICCOSUKEE TRIBE by disclosing confidential, financial, and tax information of the MICCOSUKEE TRIBE and individual Tribal Members.

- a. On or about December 2005, the IRS issued summonses to Defendant CYPRESS and other tribal officers as part of their examination of the Miccosukee Indian Bingo.
- b. Defendants CYPRESS, LEWIS, TEIN, LEWIS TEIN, P.L. and LEHTINEN, as part of their scheme to protect Defendant CYPRESS reached a secret agreement under which they released confidential and financial information of the MICCOSUKEE TRIBE and Tribal Members without filing any objections to the IRS' summonses. A copy of a Letter to Defendant LEHTINEN and Richard Goldstein from Kenneth G. Voght is attached as Exhibit 6.
- c. The agreement was made by Defendants CYPRESS, LEWIS, TEIN, LEWIS TEIN, P.L. and LEHTINEN without the knowledge and consent of the MICCOSUKEE TRIBE or its governing body.
- d. The purpose of releasing this information without any objections was to slow down the IRS' investigation of Defendant CYPRESS's diversion of tribal funds.
- e. The purpose of releasing this information without any objections was to divert the IRS' attention from Defendant CYPRESS to the investigation of the MICCOSUKEE TRIBE and individual Tribal Members, which represented a more lucrative collection of taxes to the IRS.



- f. After the disclosure of information, the IRS' investigation of Defendant CYPRESS came to a halt even though Defendant CYPRESS continued to plunder the coffers of the MICCOSUKEE TRIBE with impunity.

459. Defendant MORGAN STANLEY through the actions of FINANCIAL ADVISOR FERNANDEZ breached its duty of care and fiduciary duty to the MICCOSUKEE TRIBE by: assisting and failing to disclose to the MICCOSUKEE TRIBE the illegal transactions by Defendants CYPRESS; enabling and facilitating such illegal transactions by Defendant CYPRESS; and, circumventing established account management procedures to substantially assist in the fraudulent scheme in exchange for commissions and fees that resulted from its administration of the Morgan Stanley Investment Account.

460. The breach of their duty of care and fiduciary duty owed to the MICCOSUKEE TRIBE by all the Defendants resulted in a detriment to the MICCOSUKEE TRIBE.

461. Due to the MICCOSUKEE TRIBE's reasonable reliance upon the fraudulent misrepresentations made by the Defendants, the MICCOSUKEE TRIBE has lost millions of dollars of their investments which were wrongfully appropriated, directly or indirectly, by all the Defendants.

### **COUNT X**

#### **FRAUDULENT MISREPRESENTATION (AS TO DEFENDANTS CYPRESS AND LEHTINEN).**

462. At all times material hereto, Defendant CYPRESS and Defendant LEHTINEN held positions of trust within the MICCOSUKEE TRIBE, as specifically described

throughout this Second Amended Complaint, and were in a position to protect the interests of the MICCOSUKEE TRIBE, and had a fiduciary and legal duty to do so.

463. During the years described throughout this Second Amended Complaint Defendant CYPRESS and Defendant LEHTINEN, acting in concert with each other, told members of the MICCOSUKEE TRIBE that they had established a reserve account with twenty million dollars (\$20,000,000.00) in order to pay potential tax liabilities.

464. During the years described throughout this Second Amended Complaint Defendant CYPRESS and Defendant LEHTINEN, acting in concert with each other, told the MICCOSUKEE TRIBE that the MICCOSUKEE TRIBE was not subject to withholding requirements but that in the event that in the future the MICCOSUKEE TRIBE was found liable for taxes, the reserve account would be used to satisfy the tax liability.

465. From February 2, 1995 through and including January 2010, during General Council Meetings Defendant CYPRESS and Defendant LEHTINEN re-assured the members of the MICCOSUKEE TRIBE that these monies were being dutifully being set aside for this purpose.

466. From February 2, 1995 through and including January 2010, Defendant CYPRESS and Defendant LEHTINEN knew or should have known that there was no such “separate designated account” and that no monies were being set aside for the purposes that they had stated.

467. Nevertheless, Defendant CYPRESS and Defendant LEHTINEN, acting in concert with each other, continued to represent to the members of the MICCOSUKEE TRIBE, during General Council Meetings, that millions of dollars had been set-aside on that “tax-reserve fund” for that purpose. At the time of those representations, Defendant

CYPRESS and Defendant LEHTINEN knew that no such “tax-reserve fund” had been created and that there were no millions of dollars in “tax-reserve funds.”

468. On or about December of 2009, the MICCOSUKEE TRIBE ousted Defendant CYPRESS as Chairman and elected a new Chairman for the MICCOSUKEE TRIBE, who took office in January of 2010.

469. On January 5, 2010, the MICCOSUKEE TRIBE swore-in their new Chairman.

470. Some time thereafter, the MICCOSUKEE TRIBE for the first time learned that no such “tax-reserve fund” had been created and that the millions of dollars that Defendant CYPRESS and Defendant LEHTINEN, acting in concert with each other, had reassured them was being set aside in a “tax-reserve fund” did not exist.

471. The MICCOSUKEE TRIBE also learned that such representations by Defendant CYPRESS and Defendant LEHTINEN, acting in concert with each other, had been untrue and nothing other than an example of a well-orchestrated scheme by these two defendants to lie, mislead and defraud the MICCOSUKEE TRIBE.

472. Nevertheless, on January 14, 2012 in public comments made to the Miami Herald, Defendant LEHTINEN willfully continued his misrepresentations by stating that he **“even advised the tribe to create a tax-reserve fund as a “prudent step” should the Miccosukees have to settle with the IRS. The tribe, under former Chairman Billy Cypress, put more than \$20 million in the fund.”** [Emphasis added]. Jay Weaver, It’s Miccosukees vs. Lehtinen in Legal Battle Over Miami-Dade Casino Taxes, The Miami Herald, January 14, 2012, attached as Exhibit 7.

473. Upon learning that the MICCOSUKEE TRIBE had uncovered that there was no such “tax-reserve fund” or millions of dollars in “tax-reserve funds” available, Defendant

LEHTINEN tried to justified the situation by stating, “**But after Cypress lost his post to Colley Billie in late 2009, the tribe scrapped the fund and ‘dissipated’ the millions set aside by continuing to dole out unreported cash gifts to tribe members.**” [Emphasis added]. *Id.*

474. Despite knowing that such “tax-reserve account” was not in existence and that no millions of dollars had been deposited on such “tax-reserve account,” Defendant CYPRESS and Defendant LEHTINEN, acting in concert with each other, continued to knowingly make such misrepresentations to the MICCOSUKEE TRIBE during the years 1995 through and including January 2010.

475. The MICCOSUKEE TRIBE relied upon the fraudulent misrepresentations of Defendant CYPRESS and Defendant LEHTINEN, acting in concert with each other, believing that there was a reserve account with millions of dollars in deposits in existence intended to cover any future federal tax liabilities.

476. These fraudulent misrepresentations made by Defendant CYPRESS and Defendant LEHTINEN during General Council Meetings, while acting in concert with each other, have resulted in a material economic injury to the MICCOSUKEE TRIBE.

477. The MICCOSUKEE TRIBE reasonably relied on the fraudulent misrepresentations by Defendant CYPRESS and Defendant LEHTINEN, acting in concert with each other, which induced the MICCOSUKEE TRIBE to pursue a course of action which resulted in a material economic injury.

**RELIEF REQUESTED**

**WHEREFORE**, the MICCOSUKEE TRIBE respectfully requests that this Honorable Court:

**I. DECLARATORY RELIEF**

Declare, determine and find that the Defendants have committed the violations of the federal and Florida RICO statutes.

**II. TEMPORARY RESTRAINING ORDER, PRELIMINARY INJUNCTION AND/OR PERMANENT INJUNCTION**

Issue a Temporary Restraining Order, a Preliminary Injunction and/or a Permanent Injunction, pursuant to 18 U.S.C. §§ 1961-1968 restraining and enjoining the Defendants, their officers, agents, servants, employees, attorneys, and all persons in active concert or participation with them, and each of them, from dissipating, removing, and/or depleting any and all assets which are related to this litigation and which are a direct and/or proximate result of the pattern of racketeering activity, conspiracy to commit racketeering, fraud, aiding and abetting fraud, embezzlement, civil theft, and/or breach of fiduciary duty against the MICCOSUKEE TRIBE.

**III. ASSET FREEZE AND SWORN ACCOUNTING**

Issue an Order freezing the assets of all Defendants which are related to this litigation and which are the proceeds of the illegal activity until further Order of the Court and requiring the Defendants to file with this Court, within five business days, sworn written accountings.

#### **IV. APPOINTMENT OF A RECEIVER**

Issue an Order appointing a receiver over all assets held in the name of Defendants and/or any corporation or business entity owned by any Defendant to: (1) preserve the status quo; (2) ascertain the financial condition of each of these Defendants; (3) prevent further dissipation of the property and assets of each of these Defendants, to prevent loss, damage, and further injury to Plaintiffs; and (4) to preserve the books, records and documents of each of these Defendants.

#### **V. DISGORGEMENT**

Issue an Order directing the Defendants to disgorge all profits or proceeds that they have received as a result of the acts/and or courses of conduct complained of herein, with prejudgment interest pursuant to 18 U.S.C. § 1964(a).

#### **VI. REPATRIATION OF STOLEN FUNDS**

Issue an Order requiring the Defendants to take such steps as are necessary to repatriate to the territory of the United States all funds and assets described in this Second Amended Complaint which are held by them or are under their direct or indirect control, and deposit such funds into the registry of the United States District Court for the Southern District of Florida, and provide the Court a written description of the funds and assets so repatriated.

#### **VII. ADDITIONAL RELIEF**

Additionally, the MICCOSUKEE TRIBE demands judgment for three times the amount due as damages, prejudgment interest, attorneys' fees and costs, and any other or further relief this Court deems just and proper, as well as trial by jury on all causes of actions and issues presented in this Second Amended Complaint.

Respectfully submitted this 9th of November, 2012.

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