

IN CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

The UNITED MEXICAN STATES, as represented
by the FINANCIAL INTELLIGENCE UNIT of the
MEXICAN MINISTRY OF FINANCE AND
PUBLIC CREDIT, and the agencies and entities it
has the power to represent,

Plaintiff,

v.

GENARO GARCIA LUNA,
LINDA CRISTINA PEREYRA DE GARCIA,
MAURICIO SAMUEL WEINBERG LOPEZ,
JONATHAN ALEXIS WEINBERG PINTO,
SYLVIA DONNA PINTO DE WEINBERG,
NATAN WANCIER TAUB,
JOSE FRANCISCO NIEMBRO GONZALEZ,
MARTHA VIRGINIA NIETO GUERRERO de
NIEMBRO,
NUNVAV, INC. S.A.,
NUNVAV TECHNOLOGIES, INC. S.A.,
GULL HOLDING ENTERPRISES, INC. S.A.,
GLAC SECURITY CONSULTING,
TECHNOLOGY, RISK MANAGEMENT S.C.,
1104 SOUTH STREET LLC,
1410 REYNOLDS, LLC,
1912 CENTURY LLC,
274 SIGB LLC,
2903 PEN II LLC,
ASSETS FINANCING SERVICES LLC,
ASW HOLDINGS, LLC,
AWOFFICE INC,
AWP VILLAGE BAY II LLC,
BELLINI WI 1501, CORP.,
BEST FRIENDS MIDTOWN LLC,
BEST FRIENDS SINCE 1880, L.L.C.,
BRILL 5002 II, LLC,
DELTA INTEGRATOR LLC,
GL & ASSOCIATES CONSULTING LLC,

CASE NO:

Complex Business Litigation
Division

ICON BRICKELL 3802, LLC,
JADE OCEAN 3203 II, LLC,
JADE OCEAN 3603, LLC,
JAGRA LLC,
ONLY BEST PROPERTIES CORP,
PENINSULA CAS II LLC,
PENINSULA MAS II LLC,
PENINSULA SMS, LLC,
PENINSULA SNDS, LLC,
PENINSULA SSW II, LLC,
PENINSULA STECAR II LLC,
PENINSULA SW II, LLC,
THE POINT 54, LLC,
RESTAURANTS & BEVERAGE OPERATOR
LOS CEDROS LLC d/b/a OGGI CAFFE,
RUBY DYNASTY TRUST,
SDSW DYNASTY TRUST,
SUNSHINE DYNASTY TRUST,
VFST, LLC,
W GOURMET GROUP L.L.C., and
WANCIER 2017 FAMILY TRUST,

Defendants.

COMPLAINT

COMES NOW the Plaintiff, the UNITED MEXICAN STATES, as represented by the Financial Intelligence Unit of the Mexican Ministry of Finance and Public Credit, and the agencies and entities it has the power to represent, by and through the undersigned attorneys, and sues the Defendants, and alleges:

Nature of Action

1. This is an action brought by the UNITED MEXICAN STATES (“MEXICO”), arising out of violations of Florida’s Civil Remedies for Criminal Practices Act, Florida Statutes § 772.101 et seq., Florida’s Uniform Fraudulent Transfer Act, Florida Statutes § 726.101 et seq., Florida’s Civil Theft Statute, Florida Statute § 772.11, requests for injunctive relief pursuant to Florida Statute

§ 895.05, and common-law claims for unjust enrichment/constructive trust, conversion, and injunctive relief.

2. Plaintiff is seeking to recover at least USD \$250,000,000 stolen from the government of MEXICO by its former *Secretario de Seguridad Pública* [Minister of Public Security] GENARO GARCIA LUNA (“GARCIA LUNA”) and his coconspirators who concealed the funds stolen from the government of MEXICO and the proceeds thereof and hindered the recovery thereof by laundering the proceeds through the transfer of the stolen funds out of Mexico to bank accounts in Barbados, the United States, and elsewhere. GARCIA LUNA and his coconspirators committed these acts at least in part while in Miami-Dade County, Florida.

3. As described herein, GARCIA LUNA and his coconspirators then used these stolen funds to acquire, control, and/or maintain a large and sophisticated money-laundering Enterprise, principally through the purchase and maintenance of personal and real property located in Florida and elsewhere. Significant amounts of the real property acquired in the money-laundering scheme are located in Miami-Dade County, Florida.

The Parties

4. MEXICO is a sovereign nation, the *Estados Unidos Mexicanos*. MEXICO is a federal republic, and its administrative branch is headed by the President of MEXICO. The Mexican government administration is carried out through constitutional *Secretarías* [Ministries] or departments and other agencies created under Mexican law.

5. The *Secretaría de Hacienda y Crédito Público* [Mexican Ministry of Finance and Public Credit] of MEXICO is the primary financial actor of the government of MEXICO. The *Unidad de Inteligencia Financiera* [“UIF” or “Financial Intelligence Unit”] has been appointed and empowered by MEXICO and the Mexican Ministry of Finance and Public Credit to pursue claims

related to the recovery of the proceeds of crime and money laundering in Mexico and abroad.

Accordingly, in this action, the UIF acts on behalf of MEXICO and the Mexican Ministry of Finance and Public Credit, and it is empowered with the authority to take any action, including the present action, to recover assets unlawfully taken from the government of MEXICO.

6. Defendant GARCIA LUNA was indicted on December 4, 2019, and is currently in United States federal custody awaiting the outcome of unrelated criminal proceedings in the Eastern District of New York in case number 1:19-cr-00576-BMC. Upon information and belief, Defendant GARCIA LUNA is a resident of Miami-Dade County, Florida.

7. Defendant LINDA CRISTINA PEREYRA DE GARCIA (“PEREYRA DE GARCIA”) is the wife of Defendant GARCIA LUNA and is a resident of Miami-Dade County, Florida.

8. Defendant MAURICIO SAMUEL WEINBERG LOPEZ (“WEINBERG LOPEZ”) is a business associate and coconspirator of Defendant GARCIA LUNA and is a resident of Miami-Dade County, Florida.

9. Defendant JONATHAN ALEXIS WEINBERG PINTO (“WEINBERG PINTO”) is the son of Defendant WEINBERG LOPEZ, is a business associate and coconspirator of Defendant GARCIA LUNA, and is a resident of Miami-Dade County, Florida.

10. Defendant SYLVIA DONNA PINTO DE WEINBERG (“PINTO DE WEINBERG”), is the wife of Defendant WEINBERG LOPEZ, is a business associate and coconspirator of Defendant GARCIA LUNA, and is a resident of Miami-Dade County, Florida.

11. Defendant NATAN WANCIER TAUB (“WANCIER TAUB”) is a business associate and coconspirator of Defendants GARCIA LUNA, WEINBERG LOPEZ, and WEINBERG PINTO and is a resident of Miami-Dade County, Florida.

12. Defendant JOSE FRANCISCO NIEMBRO GONZALEZ (“NIEMBRO GONZALEZ”) is a former high-ranking government official at the *Secretaría de Seguridad Pública* [Ministry of Public Security], is a business associate and coconspirator of Defendants GARCIA LUNA, WEINBERG LOPEZ, and WEINBERG PINTO, and is a resident of Miami-Dade County, Florida.

13. Defendant MARTHA VIRGINIA NIETO DE NIEMBRO (“NIETO DE NIEMBRO”) is the wife of Defendant NIEMBRO GONZALEZ, is a business associate and coconspirator of Defendants GARCIA LUNA, WEINBERG LOPEZ, and WEINBERG PINTO, and is a resident of Miami-Dade County, Florida.

14. Defendant NUNVAV, INC. S.A. (“NUNVAV”) is a Panamanian corporation with its nominal place of business in Panama, is owned by WEINBERG LOPEZ, WEINBERG PINTO, WANCIER TAUB, and others, and served as the principal conduit for the funds unlawfully taken from MEXICO. At all times relevant, Defendants GARCIA LUNA, WANCIER TAUB, WEINBERG LOPEZ, WEINBERG PINTO, and other coconspirators from Miami-Dade County, Florida, controlled and directed Defendant NUNVAV. Furthermore, NUNVAV repeatedly made transfers of funds it knew were stolen from Plaintiff into the State of Florida.

15. NUNVAV TECHNOLOGIES, INC. S.A. (“NUNVAV TECHNOLOGIES”) is a Panamanian corporation with its nominal place of business in Panama, is owned by WEINBERG LOPEZ, WEINBERG PINTO, WANCIER TAUB, and others, and served as a conduit for the funds unlawfully taken from MEXICO. At all times relevant, Defendants GARCIA LUNA, WANCIER TAUB, WEINBERG LOPEZ, WEINBERG PINTO, and other coconspirators from Miami-Dade County, Florida, controlled and directed the Defendant NUNVAV TECHNOLOGIES. Furthermore,

NUNVAV TECHNOLOGIES repeatedly made transfers of funds it knew were stolen from Plaintiff into the State of Florida.

16. GULL HOLDING ENTERPRISES INC. S.A. (“GULL HOLDING”) was a Panamanian corporation whose corporate status has been suspended, whose nominal place of business was in Panama, was owned by WEINBERG LOPEZ, WEINBERG PINTO, WANCIER TAUB, and others, and served as a conduit for the funds unlawfully taken from MEXICO. At all times relevant, Defendants GARCIA LUNA, WANCIER TAUB, WEINBERG LOPEZ, WEINBERG PINTO, and other coconspirators from Miami-Dade County, Florida, controlled and directed the Defendant GULL HOLDING. Furthermore, GULL HOLDING repeatedly made transfers of funds it knew were to have been stolen from Plaintiff into the State of Florida.

17. GLAC SECURITY CONSULTING, TECHNOLOGY, RISK MANAGEMENT S.C. (“GLAC MEXICO”) is a Mexican corporation with its principal place of business in Mexico, is owned by GARCIA LUNA and others, and served as a conduit for the funds unlawfully taken from MEXICO. At all times relevant, Defendant GARCIA LUNA and other coconspirators from Miami-Dade County, Florida, controlled and directed the Defendant GLAC SECURITY CONSULTING, TECHNOLOGY, RISK MANAGEMENT S.C. Furthermore, GLAC MEXICO repeatedly made transfers of funds it knew were stolen from Plaintiff into the State of Florida.

18. The Defendants listed in paragraphs 6 through 17, (collectively the “PRINCIPAL DEFENDANTS”) each individually and collectively worked and conspired together to advance their interests and to participate as primary beneficiaries in the money-laundering scheme described herein.

19. Defendant GL & ASSOCIATES CONSULTING LLC, formerly doing business as GLAC SECURITY CONSULTING, TECHNOLOGY, RISK MANAGEMENT, is a Florida limited

liability company with its principal place of business at 5600 Southwest 135th Avenue, Suite 106R, Miami, Miami-Dade County, Florida 33183. The fictitious name registration for GLAC

SECURITY CONSULTING, TECHNOLOGY, RISK MANAGEMENT has expired.

20. Defendants
 - a.) DELTA INTEGRATOR LLC;
 - b.) JAGRA LLC;
 - c.) 274 SIGB LLC; and
 - d.) RESTAURANTS & BEVERAGE OPERATOR LOS CEDROS LLC, doing business as OGGI CAFFE,

are Florida limited liability companies with their principal place of business at 5600 Southwest 135th Avenue, Suite 106R, Miami, Miami-Dade County, Florida 33183.

21. Defendant BELLINI WI 1501, CORP. was a Florida corporation with its principal place of business at 5600 Southwest 13th Avenue, Suite 106R, Miami, Miami-Dade County, Florida.

It was administratively dissolved for failure to file its annual report.

22. Defendants
 - a.) VFST, LLC;
 - b.) 1104 SOUTH STREET LLC;
 - c.) JADE OCEAN 3603, LLC;
 - d.) ICON BRICKELL 3802, LLC;
 - e.) PENINSULA SNDS, LLC;
 - f.) 2903 PEN II LLC; and
 - g.) W GOURMET GROUP L.L.C.

are Florida limited liability companies with their principal place of business at 2851 Northeast 183 Street, Suite 1408E, Aventura, Miami-Dade County, Florida 33160.

23. Defendants
 - a.) PENINSULA SMS, LLC;
 - b.) 1410 REYNOLDS, LLC;
 - c.) ASSETS FINANCING SERVICES LLC;
 - d.) AWOFFICE INC; and
 - e.) BEST FRIENDS MIDTOWN LLC

were Florida limited liability companies with their principal place of business at 2851 Northeast 183rd Street, Suite 1408E, Aventura, Miami-Dade County, Florida 33160. They were administratively dissolved for failure to file an annual report.

24. Defendants
 - a.) PENINSULA CAS II LLC, individually and as successor in interest by merger with PENINSULA CAS, LLC;
 - b.) PENINSULA MAS II LLC, individually and as successor in interest by merger with PENINSULA MAS, LLC;
 - c.) JADE OCEAN 3203 II, LLC, individually and as successor in interest by merger with JADE OCEAN 3203, LLC, individually and who was successor in interest by merger with ALAQUA 113, LLC, ADMIRALS 1408, LLC, ICON BRICKELL 5011, LLC, and ICON BRICKELL 4711, LLC;
 - d.) BRILL 5002 II, LLC, individually and as successor in interest by merger with BRILL 5002 LLC;
 - e.) AWP VILLAGE BAY II LLC, individually and as successor in interest by merger with AWP VILLAGE BAY LLC;
 - f.) PENINSULA SSW II LLC, individually and as successor in interest by merger with PENINSULA SSW, LLC;
 - g.) PENINSULA STECAR II LLC, individually and as successor in interest by merger with PENINSULA STECAR LLC

are Delaware limited liability companies authorized to do business in Florida with their principal place of business at 2851 Northeast 183rd Street, Suite 140E, Aventura, Dade-County, Florida 33160.

25. Defendant PENINSULA SW II, LLC, individually and as successor in interest by merger with PENINSULA SW LLC, is a Delaware limited liability company that was authorized do business in Florida with its principal place of business at 2851 Northeast 18rd Street, Suite 140E, Aventura, Dade-County, Florida. However, this entity had its status revoked for failure to file an annual report.

26. Defendants
 - a) THE POINT 54, LLC; and
 - b) BEST FRIENDS SINCE 1880, L.L.C.

were Florida limited liability companies with their principal place of business at 2875 Northeast 191st Street, Suite 801, Aventura, Miami-Dade County, Florida 33180. They were administratively dissolved for failure to file an annual report.

27. Defendant ONLY BEST PROPERTIES CORP was a Florida corporation with its principal place of business at 2875 Northeast 191st Street, Suite 801, Aventura, Miami-Dade County, Florida 33180. It was administratively dissolved for failure to file an annual report.

28. Defendants
- a.) RUBY DYNASTY TRUST;
 - b.) WANCIER 2017 FAMILY TRUST;
 - c.) SDSW DYNASTY TRUST; and
 - d.) SUNSHINE DYNASTY TRUST (PINTO DE WEINBERG, TRUSTEE)

are trusts each with a principal place of business at 2721 Executive Park Drive, Suite 4, Weston, Broward County, Florida 33331. The PRINCIPAL DEFENDANTS use these trusts to hold assets and to carry out activities in furtherance of the criminal scheme to launder the proceeds of the illegal Mexican government-contracting scheme with full knowledge of the respective trustees of this unlawful purpose.

29. Defendant ASW HOLDINGS, LLC is a Delaware limited liability company authorized to transact business in Florida as ASW HOLDINGS DE LLC with a principal place of business at 2721 Executive Park Drive, Suite 4, in Weston, Broward County, Florida 33331.

30. Defendant 1912 CENTURY LLC is a Florida limited liability company with its principal place of business at 2780 Northeast 183 Street, Suite 1912, Aventura, Miami-Dade County, Florida 33160.

31. The Defendants detailed in paragraphs 19 through 30 above (collectively, the “PROPERTY DEFENDANTS”), were each created by the PRINCIPAL DEFENDANTS to hold assets and to carry out activities in furtherance of the criminal scheme to launder the proceeds of the

illegal Mexican government-contracting scheme with full knowledge of this unlawful purpose. Each of the PROPERTY DEFENDANTS currently holds or has been a conduit for the laundering of the proceeds of the illegal Mexican government-contracting scheme, and each of the PROPERTY DEFENDANTS are the alter egos of the PRINCIPAL DEFENDANTS.

Jurisdiction and Venue

32. Defendants are subject to personal jurisdiction in this forum in that the causes of action alleged herein arise out of the acts of operating, conducting, engaging in, or carrying on a business or business venture in this state or having an office or agency in this state; conspiring to or committing a tortious act within this state; and/or owning, using, possessing, or holding a mortgage or other lien on any real property within this state.

33. In the alternative, Defendants have engaged in substantial and not isolated activities within the State of Florida regardless of whether Plaintiff's claims arise out of those activities.

34. Furthermore, this Court has jurisdiction over the money-laundering transactions related thereto, as those transactions, as set forth in detail below, were conducted by the PRINCIPAL DEFENDANTS in whole or in part while in the United States, and more particularly in Miami-Dade County, Florida.

35. Venue is proper because one or more of the Defendants reside here, the cause of action accrued here, and a substantial part of the assets in litigation is located here.

Introduction and Overview

36. On December 1, 2006, Defendant GARCIA LUNA was appointed Secretary of Public Security, head of the Ministry of Public Security of MEXICO, which was an internal organ of the Mexican Secretariat of Home Affairs. At the time, GARCIA LUNA oversaw public security policy for all of Mexico. In this position of immense power, GARCIA LUNA controlled many

aspects of the public security forces in Mexico, including those various officials in Mexico's public security agencies, including the *Centro de Investigación y Seguridad Nacional* [CISEN] [Mexican Federal Center for Investigation and National Security] and the *Órgano Administrativo Desconcentrado de Prevención y Readaptación Social* [OADPRS] [Mexican Federal Penitentiary Agency]. Defendant GARCIA LUNA put together an extensive network of business associates that he later used to obtain illegal contracts from various entities and agencies of the Mexican government for hundreds of millions of dollars during his tenure in office as well as after leaving office. Defendant GARCIA LUNA and his associates laundered and removed the proceeds of the illegal contracts out of Mexico and out of the reach of subsequent Mexican authorities. The claims made herein focus principally on GARCIA LUNA and his coconspirators' transfers of the unlawfully obtained assets out of Mexico to the United States and elsewhere, the laundering of those criminal proceeds by the Defendants herein through the creation of a complex web of multiple entities, and the use of these entities to purchase and maintain multiple parcels of real estate and other assets, including numerous luxury and collector automobiles. This web of entities and the persons associated with them constitute a money-laundering "Enterprise," and this Enterprise, with the specific roles and acts of each participant therein, is described in detail herein.

37. Named herein as Defendants are the participants in the United States money-laundering scheme created and/or maintained by Defendant GARCIA LUNA and his business associates. An initial and brief description of the varying roles of each Defendant is as follows:

a.) As described in detail throughout, Defendant GARCIA LUNA ultimately controlled and directed the creation, establishment, and/or maintenance of the Enterprise, acted as and continues to act as a manager, member, officer, and/or director of entities essential to the Enterprise,

controlled and continues to control the ongoing day-to-day activities of the money-laundering Enterprise, and is one of the ultimate beneficiaries of the Enterprise's activities;

b.) PEREYRA DE GARCIA is Defendant GARCIA LUNA's wife who actively participated in the creation, establishment, and/or maintenance of the Enterprise, acted as and continues to act as a manager, member, officer, and/or director of entities essential to the Enterprise, controlled and continues to control the ongoing day-to-day activities of the money-laundering Enterprise, and is one of the ultimate beneficiaries of the Enterprise's activities;

c.) WEINBERG LOPEZ is Defendant GARCIA LUNA's close business associate who actively assisted and participated in the creation, establishment, and/or maintenance of the Enterprise, acted and continues to act as a manager, member, officer, and/or director of several entities essential to the Enterprise, controlled and continues to control the ongoing day-to-day activities of the money-laundering Enterprise, and is one of the ultimate beneficiaries of the Enterprise's activities;

d.) WEINBERG PINTO is the son of Defendant WEINBERG LOPEZ and a business associate who actively assisted and participated in the creation, establishment, and/or maintenance of the Enterprise, acted and continues to act as a manager, member, officer, and/or director of several entities essential to the Enterprise, controlled and continues to control the ongoing day-to-day activities of the money-laundering Enterprise, and is one of the ultimate beneficiaries of the Enterprise's activities;

e.) PINTO DE WEINBERG is the wife of Defendant WEINBERG LOPEZ and is the mother of Defendant WEINBERG PINTO. PINTO DE WEINBERG actively assisted and participated in the creation, establishment, and/or maintenance of the Enterprise, acted as and continues to act as a manager, member, officer, and/or director of entities essential to the Enterprise,

controlled and continues to control the ongoing day-to-day activities of the money-laundering Enterprise, and is one of the ultimate beneficiaries of the Enterprise's activities;

f.) WANCIER TAUB is Defendant GARCIA LUNA's close business associate who actively assisted and participated in the creation, establishment, and/or maintenance of the Enterprise, acted and continues to act as a manager, member, officer, and/or director of several entities essential to the Enterprise, controlled and continues to control the ongoing day-to-day activities of the money-laundering Enterprise, and is one of the ultimate beneficiaries of the Enterprise's activities;

g.) NIEMBRO GONZALEZ is another coconspirator of Defendant GARCIA LUNA. Among other acts, NIEMBRO GONZALEZ received and laundered the funds stolen from the government of MEXICO by GARCIA LUNA and his coconspirators;

h.) NIETO DE NIEMBRO is the wife of Defendant NIEMBRO GONZALEZ and is another coconspirator of Defendant GARCIA LUNA. Among other acts, NIETO DE MIEMBRO holds title to at least one property purchased with the funds stolen from MEXICO;

i.) NUNVAV, INC. S.A., is a Panamanian corporation (Company Number 506506S), established on October 14, 2005, nominally owned by WEINBERG LOPEZ, WEINBERG PINTO, WANCIER TAUB, and others, but ultimately controlled by GARCIA LUNA, WANCIER TAUB, WEINBERG LOPEZ, and WEINBERG PINTO and served as the principal contracting entity in the illegal Mexican government-contracting scheme and conduit for the illegal proceeds funneled to the Enterprise described herein;

j.) NUNVAV TECHNOLOGIES, INC., S.A., is a Panamanian corporation (Company Number 824111S), established on January 20, 2014, nominally owned by WEINBERG LOPEZ, WEINBERG PINTO, WANCIER TAUB, and others, but ultimately controlled by GARCIA LUNA,

WANCIER TAUB, WEINBERG LOPEZ, and WEINBERG PINTO and served as an additional contracting entity in the illegal Mexican government-contracting scheme and conduit for the illegal proceeds funneled to the Enterprise described herein;

k.) GULL HOLDING ENTERPRISES, INC., S.A., was a Panamanian corporation (Company Number 590576S), established on November 8, 2007, nominally owned by the WEINBERG LOPEZ, WEINBERG PINTO, WANCIER TAUB, and others, but ultimately controlled by GARCIA LUNA, WANCIER TAUB, WEINBERG LOPEZ, and WEINBERG PINTO and that served as an additional contracting entity in the illegal Mexican government-contracting scheme and conduit for the illegal proceeds funneled to the Enterprise described herein;

l.) GLAC SECURITY CONSULTING, TECHNOLOGY, RISK MANAGEMENT S.C. is a Mexican corporation, owned by Defendant GARCIA LUNA and others, and served as an additional contracting entity in the illegal Mexican government-contracting scheme and conduit for the illegal proceeds funneled to the Enterprise described herein;

m.) As detailed specifically below in paragraphs 146 through 426, the PROPERTY DEFENDANTS each were created, established, and/or maintained as part of the Enterprise for the purpose of holding property acquired with funds stolen from MEXICO. Each PROPERTY DEFENDANT is controlled and dominated by GARCIA LUNA and his coconspirators, each PROPERTY DEFENDANT committed two or more predicate acts in furtherance of the money-laundering scheme, and each PROPERTY DEFENDANT individually holds or held title to one or more assets that were acquired by the Enterprise and/or are maintained, controlled, and/or managed by the Enterprise with funds stolen from MEXICO.

Overview of the Illegal Mexican Government-Contracting Scheme

38. Starting at least in 2012 and continuing through at least 2018, Defendant GARCIA LUNA and persons acting under his direction, through a complicated unlawful government-contracting scheme, unlawfully obtained at least USD \$250,000,000 from the Mexican government and transferred those funds out of Mexico and into the United States and elsewhere using an extensive United States operation based in Miami-Dade County, Florida, and created by the PRINCIPAL DEFENDANTS and others acting under their direction, to hide the stolen funds in numerous assets located principally in Florida.

39. The unlawful government-contracting scheme was a series of government contracts, starting in 2012, or earlier, entered into in violation of Mexico's government procurement and contracting laws. Defendant GARCIA LUNA and his coconspirators managed through bribery, and/or bid tampering, and/or government corruption, and/or other unknown means to obtain awards of substantial Mexican government contracts in violation of Mexican government procurement and contracting law in Mexico (including, but not limited to, the Mexican "Law on Acquisitions, Leases and Services of the Public Sector" of April 1, 2000, as well as their respective Regulations), as well as the criminal laws of Mexico, for the sale of goods and services to the Mexican government at vastly inflated prices.

Overview of the Money-Laundering Scheme

40. Under the direction of the Defendant GARCIA LUNA, the funds unlawfully taken from the government of MEXICO were used to build a money-laundering empire (the "Enterprise"), which includes at least thirty (30) companies located principally in Florida, at least thirty (30) real estate holdings, multiple automobiles and vessels, and substantial banking and other assets located in

Florida. The Enterprise, conducted by GARCIA LUNA and/or his coconspirators in whole or in part while GARCIA LUNA and/or his coconspirators were physically located in Miami-Dade County, Florida, and/or the United States, and orchestrated in large part through GARCIA LUNA's and/or his coconspirator's base of operations in Miami-Dade County, Florida, involved the transfer of at least USD \$250,000,000 stolen from the government of MEXICO with a substantial percentage transferred to the United States, the receipt of those stolen funds in the United States, and the use of those stolen funds to buy and create entities controlled by GARCIA LUNA and his accomplices- and entities. These funds were then utilized to purchase and/or maintain homes, commercial properties, rental properties, investment properties, vessels, automobiles, and other assets, as well as supporting their lavish lifestyles.

A. Step one: The wire transfer scheme

41. GARCIA LUNA and his coconspirators, aware the illegal scheme could be discovered at any time, took action to transfer funds stolen from Plaintiff out of Mexico and beyond the reach of the Plaintiff. For this purpose, GARCIA LUNA and/or his coconspirators caused wire transfers to be made out of Mexico for the benefit of GARCIA LUNA and his coconspirators.

42. These wire transfers were made, or caused to be made, by the PRINCIPAL DEFENDANTS and/or their coconspirators knowing that the funds represented monies stolen from the government of MEXICO. Furthermore, these transfers out of Mexico and/or into the United States were made by the PRINCIPAL DEFENDANTS and/or their coconspirators for the purpose of securing and hiding the proceeds of the illegal government-contracts scheme and to place them beyond the reach of the Plaintiff.

43. At the direction of the PRINCIPAL DEFENDANTS, a significant portion of the funds stolen from the government of MEXICO via the illegal Mexican government-contracting

scheme were paid by Plaintiff to accounts held by the PRINCIPAL DEFENDANTS in Barbados, and then by the PRINCIPAL DEFENDANTS from Barbados to the United States.

a.) Examples of initial transfers of stolen proceeds of the illegal government-contracting scheme from the Mexican government out of Mexico, to the United States, and then to Barbados include, but are not limited to:

Payment Date	Total (US\$)	Name From	Account From	Bank From	Name To	Account To	Bank To	City
12/18/2019	\$6,472,760	Mexican Government	****	BBVA Bancomer	Gull Holding Enterprises, Inc.	*8806	Occidental Bank (Barbados)	Bridgetown
12/13/2019	\$6,472,800	Mexican Government	****	BBVA Bancomer	Gull Holding Enterprises, Inc.	*8806	Occidental Bank (Barbados)	Bridgetown
6/8/2018	\$6,850,000	Mexican Government	****	BBVA Bancomer	Nunvav, Inc.	*5572	Occidental Bank (Barbados)	Bridgetown
5/16/2018	\$3,969,600	Mexican Government	****	BBVA Bancomer	Nunvav, Inc.	*5572	Occidental Bank (Barbados)	Bridgetown
5/16/2018	\$2,421,006	Mexican Government	****	BBVA Bancomer	Nunvav, Inc.	*5572	Occidental Bank (Barbados)	Bridgetown
12/27/2017	\$416,752	Mexican Government	****	InterCam	Nunvav Technologies, Inc.	*1301	Occidental Bank (Barbados)	Bridgetown
12/11/2017	\$5,835,635	Mexican Government	****	BBVA Bancomer	Nunvav, Inc.	*5572	Occidental Bank (Barbados)	Bridgetown
12/11/2017	\$2,800,000	Mexican Government	****	BBVA Bancomer	Nunvav, Inc.	*5572	Occidental Bank (Barbados)	Bridgetown
10/26/2017	\$5,554,835	Mexican Government	****	BBVA Bancomer	Nunvav, Inc.	*5572	Occidental Bank (Barbados)	Bridgetown
4/25/2017	\$2,488,992	Mexican Government	****	BBVA Bancomer	Nunvav, Inc.	*9173	Occidental Bank (Barbados)	Bridgetown
4/10/2017	\$2,488,992	Mexican Government	****	BBVA Bancomer	Nunvav, Inc.	*5572	Occidental Bank (Barbados)	Bridgetown
3/22/2017	\$2,488,992	Mexican Government	****	BBVA Bancomer	Nunvav, Inc.	*9173	Occidental Bank (Barbados)	Bridgetown
3/21/2017	\$2,488,992	Mexican Government	****	BBVA Bancomer	Nunvav, Inc.	*9173	Occidental Bank (Barbados)	Bridgetown
3/16/2017	\$2,488,992	Mexican Government	****	BBVA Bancomer	Nunvav, Inc.	*9173	Occidental Bank (Barbados)	Bridgetown

Payment Date	Total (US\$)	Name From	Account From	Bank From	Name To	Account To	Bank To	City
1/12/2017	\$4,620,000	Mexican Government	****	BBVA Bancomer	Nunvav, Inc.	*5572	Occidental Bank (Barbados)	Bridgetown
12/23/2016	\$11,200,000	Mexican Government	****	BBVA Bancomer	Nunvav, Inc.	*5572	Occidental Bank (Barbados)	Bridgetown
12/23/2016	\$670,000	Mexican Government	****	BBVA Bancomer	Nunvav Technologies, Inc.	*1301	Occidental Bank (Barbados)	Bridgetown
11/30/2016	\$4,620,000	Mexican Government	****	BBVA Bancomer	Nunvav, Inc.	*5572	Occidental Bank (Barbados)	Bridgetown
11/30/2016	\$4,620,000	Mexican Government	****	BBVA Bancomer	Nunvav, Inc.	*5572	Occidental Bank (Barbados)	Bridgetown
11/23/2016	\$738,500	Mexican Government	****	BBVA Bancomer	Nunvav, Inc.	*5572	Occidental Bank (Barbados)	Bridgetown
11/23/2016	\$6,000,000	Mexican Government	****	BBVA Bancomer	Nunvav, Inc.	*5572	Occidental Bank (Barbados)	Bridgetown
11/23/2016	\$4,620,000	Mexican Government	****	BBVA Bancomer	Nunvav, Inc.	*5572	Occidental Bank (Barbados)	Bridgetown
9/29/2016	\$2,215,500	Mexican Government	****	BBVA Bancomer	Nunvav, Inc.	*5572	Occidental Bank (Barbados)	Bridgetown
7/14/2016	\$24,640,000	Mexican Government	****	BBVA Bancomer	Nunvav, Inc.	*5572	Occidental Bank (Barbados)	Bridgetown
6/10/2016	\$18,480,000	Mexican Government	****	BBVA Bancomer	Nunvav, Inc.	*5572	Occidental Bank (Barbados)	Bridgetown
5/11/2016	\$26,400,000	Mexican Government	****	BBVA Bancomer	Nunvav, Inc.	*5572	Occidental Bank (Barbados)	Bridgetown
4/29/2016	\$4,315,200	Mexican Government	****	BBVA Bancomer	Nunvav, Inc.	*5572	Occidental Bank (Barbados)	Bridgetown
12/15/2015	\$20,678,000	Mexican Government	****	BBVA Bancomer	Nunvav, Inc.	*5572	Occidental Bank (Barbados)	Bridgetown
12/4/2015	\$5,908,000	Mexican Government	****	BBVA Bancomer	Nunvav, Inc.	*5572	Occidental Bank (Barbados)	Bridgetown
11/17/2015	\$12,660,000	Mexican Government	****	BBVA Bancomer	Nunvav, Inc.	*5572	Occidental Bank (Barbados)	Bridgetown

b.) Upon information and belief, subsequent to the arrival in Barbados of the stolen proceeds of the illegal Mexican government contracting scheme, substantial amounts of those proceeds were then re-transmitted to the United States, ultimately arriving in various accounts held

by the PRINCIPAL DEFENDANTS and PROPERTY DEFENDANTS in Miami-Dade County, Florida.

44. At the direction of the PRINCIPAL DEFENDANTS, additional funds stolen from the government of MEXICO via the illegal Mexican government-contracting scheme were paid by Plaintiff to accounts held by the PRINCIPAL DEFENDANTS in Mexico and then transferred by the PRINCIPAL DEFENDANTS from Mexico to the United States.

a.) Examples of initial transfers of stolen proceeds of the Mexican government-contracting scheme from the Mexican government to the PRINCIPAL DEFENDANTS in Mexico include but are not limited to:

Payment Date	Total (US\$)	Name From	Account From	Bank From	Name To	Account To	Bank To	City
2/20/2017	\$5,865	Mexican Government	****	BBVA Bancomer	GLAC Security Consulting	*2130	BANORTE	Mexico City
2/14/2017	\$1,149,420	Mexican Government	****	BBVA Bancomer	GLAC Security Consulting	*2130	BANORTE	Mexico City
2/14/2017	\$385,107	Mexican Government	****	BBVA Bancomer	GLAC Security Consulting	*2130	BANORTE	Mexico City
11/14/2016	\$412,895	Mexican Government	****	BANXICO	Nunvav, Inc.	*4136	BBVA Bancomer	Mexico City
8/30/2016	\$459,771	Mexican Government	****	BANXICO	Nunvav, Inc.	*4136	BBVA Bancomer	Mexico City
7/12/2016	\$156,883	Mexican Government	****	BANXICO	Nunvav, Inc.	*4136	BBVA Bancomer	Mexico City
12/2/2015	\$848,699	Mexican Government	****	BANXICO	Nunvav, Inc.	*4136	BBVA Bancomer	Mexico City
11/18/2015	\$12,477,628	Mexican Government	****	BANXICO	Nunvav, Inc.	*4136	BBVA Bancomer	Mexico City
10/30/2015	\$845,880	Mexican Government	****	BANXICO	Nunvav, Inc.	*4136	BBVA Bancomer	Mexico City
10/13/2015	\$4,948,925	Mexican Government	****	BANXICO	Nunvav, Inc.	*4136	BBVA Bancomer	Mexico City
9/15/2015	\$7,513,447	Mexican Government	****	BANXICO	Nunvav, Inc.	*4136	BBVA Bancomer	Mexico City
5/14/2015	\$5,500,000	Mexican Government	****	BANXICO	Nunvav, Inc.	*4136	BBVA Bancomer	Mexico City
3/20/2014	\$5,000,000	Mexican Government	****	BANXICO	Nunvav, Inc.	*4136	BBVA Bancomer	Mexico City

Payment Date	Total (US\$)	Name From	Account From	Bank From	Name To	Account To	Bank To	City
10/7/2013	\$1,184,624	Mexican Government	****	BANXICO	Nunvav, Inc.	*4136	BBVA Bancomer	Mexico City
10/2/2013	\$3,097,200	Mexican Government	****	BANXICO	Nunvav, Inc.	*4136	BBVA Bancomer	Mexico City

b.) Examples of subsequent transfers of funds stolen from the Mexican government by the PRINCIPAL DEFENDANTS and their coconspirators out of Mexico and into the United States include but are not limited to:

Payment Date	Total (US\$)	Name From	Account From	Bank From	Name To	Account To	Bank To	City
11/20/2019	\$35,444	GLAC Security Consulting	*2213	BANORTE	GL and Associates Consulting LLC	*0166	Bank of America	Miami, FL
8/20/2019	\$49,876	GLAC Security Consulting	*2213	BANORTE	GL and Associates Consulting LLC	*0166	Bank of America	Miami, FL
8/13/2019	\$101,781	GLAC Security Consulting	*2213	BANORTE	GL and Associates Consulting LLC	*0166	Bank of America	Miami, FL
8/7/2019	\$20,000	GLAC Security Consulting	*2213	BANORTE	GL and Associates Consulting LLC	*0166	Bank of America	Miami, FL
8/5/2019	\$20,000	GLAC Security Consulting	*2213	BANORTE	GL and Associates Consulting LLC	*0166	Bank of America	Miami, FL
8/2/2019	\$200,000	GLAC Security Consulting	*2213	BANORTE	GL and Associates Consulting LLC	*0166	Bank of America	Miami, FL
7/9/2019	\$71,980	GLAC Security Consulting	*2213	BANORTE	GL and Associates Consulting LLC	*0166	Bank of America	Miami, FL
6/14/2019	\$5,495	GLAC Security Consulting	*2213	BANORTE	GL and Associates Consulting LLC	*0166	Bank of America	Miami, FL
6/11/2019	\$17,000	Nunvav, Inc.	*17M1	CIBANCO	SDSW Dynasty Trust	*3000	City National Bank of Florida	Miami, FL
5/14/2019	\$10,283	GLAC Security Consulting	*2213	BANORTE	GL and Associates Consulting LLC	*0166	Bank of America	Miami, FL
5/6/2019	\$10,390	GLAC Security Consulting	*2213	BANORTE	GL and Associates Consulting LLC	*0166	Bank of America	Miami, FL
4/24/2019	\$10,363	GLAC Security Consulting	*2213	BANORTE	GL and Associates Consulting LLC	*0166	Bank of America	Miami, FL
4/22/2019	\$9,425	GLAC Security Consulting	*2213	BANORTE	GL and Associates Consulting LLC	*0166	Bank of America	Miami, FL
3/20/2019	\$10,499	GLAC Security Consulting	*2213	BANORTE	GL and Associates Consulting LLC	*0166	Bank of America	Miami, FL
3/7/2019	\$12,595	GLAC Security Consulting	*2213	BANORTE	GL and Associates Consulting LLC	*0166	Bank of America	Miami, FL
2/27/2019	\$25,642	GLAC Security Consulting	*2213	BANORTE	GL and Associates Consulting LLC	*0166	Bank of America	Miami, FL

Payment Date	Total (US\$)	Name From	Account From	Bank From	Name To	Account To	Bank To	City
2/14/2019	\$20,409	GLAC Security Consulting	*2213	BANORTE	GL and Associates Consulting LLC	*0166	Bank of America	Miami, FL
2/5/2019	\$11,886	GLAC Security Consulting	*2213	BANORTE	GL and Associates Consulting LLC	*0166	Bank of America	Miami, FL
1/25/2019	\$15,625	GLAC Security Consulting	*2213	BANORTE	GL and Associates Consulting LLC	*0166	Bank of America	Miami, FL
1/24/2019	\$12,954	GLAC Security Consulting	*2213	BANORTE	GL and Associates Consulting LLC	*0166	Bank of America	Miami, FL
1/17/2019	\$7,052	ICIT Holding SA DE CV	****	BBVA Bancomer	SDSW Dynasty Trust	*3000	City National Bank of Florida	Miami, FL
1/3/2019	\$16,000	ICIT Holding SA DE CV	****	BBVA Bancomer	SDSW Dynasty Trust	*3000	City National Bank of Florida	Miami, FL
12/5/2018	\$37,000	Rosalba Tapia Alvarado	****	BBVA Bancomer	Mauricio S. Weinberg	*9780	Wells Fargo	Miami, FL
11/15/2018	\$145,986	GLAC Security Consulting	*2213	BANORTE	GL and Associates Consulting LLC	*0166	Bank of America	Miami, FL
11/9/2018	\$83,000	GLAC Security Consulting	*2213	BANORTE	GL and Associates Consulting LLC	*0166	Bank of America	Miami, FL
8/31/2016	\$100,000	Nunvav, Inc.	*90M2	CIBANCO	Assets Financing Services LLC	*8210	CITIBANK	Miami, FL
4/27/2016	\$30,000	Nunvav, Inc.	*25M3	CIBANCO	Assets Financing Services LLC	*8210	CITIBANK	Miami, FL
4/13/2016	\$150,000	Nunvav, Inc.	*4092	BBVA Bancomer	W GOURMET GROUP L.L.C.	*4544	CITIBANK	Miami, FL
2/26/2016	\$320,000	Nunvav, Inc.	*4092	BBVA Bancomer	Assets Financing Services LLC	*8210	CITIBANK	Miami, FL
2/26/2016	\$200,000	Nunvav, Inc.	*4092	BBVA Bancomer	Nunvav, Inc.	*5572	CITIBANK	Miami, FL
11/4/2015	\$300,000	Nunvav, Inc.	*67M2	CIBANCO	Assets Financing Services LLC	*8210	CITIBANK	Miami, FL
10/23/2015	\$100,000	Nunvav, Inc.	*4092	BBVA Bancomer	Assets Financing Services LLC	*8210	CITIBANK	Miami, FL
10/13/2015	\$200,000	Nunvav, Inc.	*4092	BBVA Bancomer	Assets Financing Services LLC	*8210	CITIBANK	Miami, FL
10/1/2015	\$100,000	Nunvav, Inc.	*4092	BBVA Bancomer	Assets Financing Services LLC	*8210	CITIBANK	Miami, FL
9/17/2015	\$440,000	Nunvav, Inc.	*40M2	CIBANCO	W GOURMET GROUP L.L.C.	*4544	CITIBANK	Miami, FL
1/12/2015	\$110,000	Nunvav, Inc.	*4092	BBVA Bancomer	Assets Financing Services LLC	*8210	CITIBANK	Miami, FL
12/15/2014	\$30,000	Nunvav, Inc.	*4092	BBVA Bancomer	Assets Financing Services LLC	*8210	CITIBANK	Miami, FL
12/11/2014	\$50,000	Nunvav, Inc.	*4092	BBVA Bancomer	W GOURMET GROUP L.L.C.	*4544	CITIBANK	Miami, FL
11/14/2014	\$30,000	Nunvav, Inc.	*4092	BBVA Bancomer	W GOURMET GROUP L.L.C.	*4544	CITIBANK	Miami, FL
10/30/2014	\$180,000	Nunvav, Inc.	*4092	BBVA Bancomer	Assets Financing Services LLC	*8210	CITIBANK	Miami, FL
10/3/2014	\$65,000	Nunvav, Inc.	*4092	BBVA Bancomer	Assets Financing Services LLC	*8210	CITIBANK	Miami, FL

Payment Date	Total (US\$)	Name From	Account From	Bank From	Name To	Account To	Bank To	City
8/26/2014	\$80,000	Nunvav, Inc.	*4092	BBVA Bancomer	Assets Financing Services LLC	*8210	CITIBANK	Miami, FL
12/13/2013	\$395,000	Nunvav, Inc.	*84M1	CIBANCO	Assets Financing Services LLC	*8210	CITIBANK	Miami, FL
12/13/2013	\$25,000	Nunvav, Inc.	*60M3	CIBANCO	Assets Financing Services LLC	*8210	CITIBANK	Miami, FL
12/5/2013	\$150,000	Nunvav, Inc.	*13M2	CIBANCO	Assets Financing Services LLC	*8210	CITIBANK	Miami, FL
11/19/2013	\$250,000	Nunvav, Inc.	*88M2	CIBANCO	Assets Financing Services LLC	*8210	CITIBANK	Miami, FL
8/15/2013	\$38,790	Tequila Revolucion, S.A. PI DE C.V.	****	Banco MONEX	W GOURMET GROUP L.L.C.	*4544	CITIBANK	Miami, FL
7/11/2013	\$57,915	Tequila Revolucion, S.A. PI DE C.V.	****	Banco MONEX	W GOURMET GROUP L.L.C.	*4544	CITIBANK	Miami, FL
7/11/2013	\$57,915	Tequila Revolucion, S.A. PI DE C.V.	****	Banco MONEX	W GOURMET GROUP L.L.C.	*4544	CITIBANK	Miami, FL

45. Each transfer of the proceeds of the illegal Mexican government-contracting scheme into or from the United States, or among the states of the United States, constituted a violation of one or more federal or Florida criminal statutes and constituted predicate acts under the Florida civil RICO statute. For example:

a.) **18 USC § 2314** (international or interstate transfers of stolen, unlawfully converted, or unlawfully taken property). Each of the wire transfers (each in an amount greater than USD \$5,000 or is related to others that in the aggregate total more than USD \$5,000) of stolen Mexican government funds sent by the DEFENDANTS herein, from outside the United States to the United States from Mexico including, but not limited to, those detailed above in paragraphs 43(and 44(b), constituted a violation of 18 USC § 2314 and is a predicate act of the PRINCIPAL DEFENDANTS and/or the PROPERTY DEFENDANTS herein.

b.) **18 USC § 2315** (receipt of international or interstate transfers of stolen, unlawfully converted, or unlawfully taken property). Correspondingly, the receipt in the United States by the

DEFENDANTS of each of the transfers of funds stolen from the government of MEXICO through the illegal Mexican government-contracting scheme including, but not limited, to those detailed above in paragraphs 43 and 44(b), constituted a violation of 18 USC § 2315 and is a predicate act of the PRINCIPAL DEFENDANTS and/or the PROPERTY DEFENDANTS herein.

c.) **18 USC §1952** (interstate and foreign travel or transportation in aid of racketeering activities). As described herein, the PRINCIPAL DEFENDANTS traveled in interstate and/or foreign commerce or used the mail or any facility in interstate and/or foreign commerce with intent to distribute the proceeds of unlawful activity and/or otherwise promote, manage, establish, carry on, or facilitate the promotion, management, establishment, or carrying on, of unlawful activity, acting at least in part from their base of operations in Miami-Dade County, Florida. Accordingly, knowing the funds were stolen, each transfer by the PRINCIPAL DEFENDANTS of stolen Mexican government funds from Mexico, Barbados, the United States, or elsewhere including, but not limited to, those detailed above in paragraphs 43 and 44(b), constituted a violation of 18 USC § 1952 and is a predicate act of the PRINCIPAL DEFENDANTS herein.

d.) **Florida Statute § 812.019(2)** (theft and dealing in stolen property). As described herein, the PRINCIPAL DEFENDANTS initiated, organized, planned, financed, directed, managed, and/or supervised, though the illegal Mexican government-contracting scheme, the theft and subsequent transfer of Mexican government property, acting at least in part from their base of operations in Miami-Dade County, Florida. Accordingly, knowing the funds were stolen, each transfer by the PRINCIPAL DEFENDANTS of stolen Mexican government funds from Mexico, Barbados, the United States, or elsewhere including, but not limited to, those detailed above in paragraphs 43 and 44(b), constituted a violation of Florida Statute § 812.019(2) and is a predicate act of the PRINCIPAL DEFENDANTS herein.

e.) **Florida Statute § 812.019(1)** (theft and dealing in stolen property). As described herein, the PROPERTY DEFENDANTS knew or should have known that the proceeds received from the PRINCIPAL DEFENDANTS was stolen property. Accordingly, knowing the funds were stolen, each receipt and/or transfer by the PROPERTY DEFENDANTS of stolen Mexican government funds including, but not limited to, those detailed above in paragraphs 43 and 44(b), constituted a violation of Florida Statute § 812.019(2) and is a predicate act of the PROPERTY DEFENDANTS herein.

B. Step two: The United States Money-Laundering “Enterprise”

46. Once the funds stolen, unlawfully converted, or unlawfully taken from Plaintiff were in the United States, in order to further conceal and secure the funds stolen from the government of MEXICO and to avoid and hamper corrective and recuperative action by the Mexican authorities, the Defendants, with the funds stolen, unlawfully converted, or unlawfully taken from the government of MEXICO, created and maintained an Enterprise consisting of a web of coconspirators and multiple entities located in Florida and elsewhere, and used those entities and the funds stolen, unlawfully converted, or unlawfully taken from the government of MEXICO that had been transferred to and received in the United States to: (1) acquire an interest in at least thirty (30) entities and in at least thirty (30) real estate properties in violation of Florida Statute § 772.103(1); (2) maintain and control these enterprises and real estate properties in violation of Florida Statute § 772.103(2); and (3) conduct and participate in these entities through a pattern of activity in violation of Florida Statute § 772.103(3).

47. In furtherance of the scheme to avoid and hamper corrective and recuperative action by the Plaintiff, the funds stolen from the government of MEXICO were used to purchase real estate, some of which were then mortgaged repeatedly. The proceeds of the mortgages were then

themselves laundered. Additionally, fresh-laundered proceeds of the illegal contracting scheme were then used to pay the mortgages.

48. Defendants engaged in additional racketeering activity in their continued use of funds stolen from the government of MEXICO to manage and maintain the Enterprise by, for example, making international wire transfers, property tax payments, fee payments, and other payments to maintain, upkeep, and manage the Enterprise and the real estate and personal property held therein.

a.) Examples of these additional racketeering acts include the following transfers and payments within the United States:

Date	Paid by	Amount (US\$)	Tax Year	Property Defendant	Property Address	Unit
6/10/2021	ASW Holdings LLC	\$15,680	2020	Nathan Wancier	495 Brickell Avenue	3802
6/10/2021	ASW Holdings LLC	\$13,251	2020	Peninsula SNDS LLC	3301 NE 183rd Street	1505
4/21/2021	Delta Integrator LLC	\$11,296	2019	GL & Associates Consulting LLC	2980 NE 207 Street	507
4/21/2021	Delta Integrator LLC	\$10,066	2020	GL & Associates Consulting LLC	2980 NE 207 Street	507
12/3/2020	Mauricio Weinberg	\$17,636	2019	1104 South Street LLC	1104 South Street	
11/30/2020	Mauricio Samuel Weinberg	\$12,782	2019	JADE OCEAN 3203 II, LLC	495 Brickell Avenue	5011
11/30/2020	Mauricio Samuel Weinberg	\$2,618	2019	JADE OCEAN 3203 II, LLC	2851 NE 183 Street	1408E
11/30/2020	Mauricio Samuel Weinberg	\$4,999	2019	JADE OCEAN 3203 II, LLC	3001 NE 185th Street	113
11/30/2020	Mauricio Samuel Weinberg	\$16,176	2019	Peninsula MAS II LLC	3301 NE 183rd Street	2305
11/30/2020	Mauricio Samuel Weinberg	\$45,047	2019	Sunshine Dynasty Trust	5500 Island Estates Dr	1004
11/30/2020	Mauricio Samuel Weinberg	\$14,042	2019	Peninsula Stecar II LLC	3201 NE 183 Street	1604
5/28/2020	2903 Pen II LLC	\$14,045	2019	Nathan Wancier	495 Brickell Avenue	3802
2/22/2019	Mauricio Weinberg	\$15,521	2018	1104 South Street LLC	1104 South Street	
2/22/2019	Mauricio Weinberg	\$37,310	2018	Sunshine Dynasty Trust	5500 Island Estates Dr	1004
2/22/2019	Mauricio Weinberg	\$12,949	2018	1410 Reynolds LLC	1410 Reynolds Street	
7/24/2018	W Gourmet Group	\$18,978	2016	Nathan Wancier	495 Brickell Avenue	3802
7/24/2018	W Gourmet Group	\$16,934	2017	Nathan Wancier	495 Brickell Avenue	3802
7/24/2018	W GOURMET GROUP L.L.C.	\$13,386	2016	Peninsula SNDS LLC	3301 NE 183rd Street	1505
7/24/2018	W GOURMET GROUP L.L.C.	\$10,435	2017	Peninsula SNDS LLC	3301 NE 183rd Street	1505
7/24/2018	W GOURMET GROUP L.L.C.	\$26,170	2016	2903 Pen II LLC	3301 NE 183rd Street	2903
7/24/2018	W GOURMET GROUP L.L.C.	\$19,226	2017	2903 Pen II LLC	3301 NE 183rd Street	2903
5/21/2018	SDSW Dynasty Trust	\$13,179	2017	JADE OCEAN 3203 II LLC	495 Brickell Avenue	4711
5/21/2018	SDSW Dynasty Trust	\$13,378	2017	JADE OCEAN 3203 II, LLC	495 Brickell Avenue	5011
5/21/2018	SDSW Dynasty Trust	\$2,636	2017	JADE OCEAN 3203 II, LLC	2851 NE 183 Street	1408E
5/21/2018	SDSW Dynasty Trust	\$5,432	2017	JADE OCEAN 3203 II, LLC	3001 NE 185th Street	113
5/21/2018	SDSW Dynasty Trust	\$24,851	2017	JADE OCEAN 3203 II, LLC	17121 Collins Ave	3203
5/21/2018	SDSW Dynasty Trust	\$24,851	2017	JADE OCEAN 3203 II, LLC	17121 Collins Ave	3603
5/21/2018	Best Friends Midtown LLC	\$18,931	2017	Peninsula SW LLC	3301 NE 183 Street	3002
5/21/2018	Best Friends Midtown LLC	\$18,931	2017	Peninsula SW LLC	3301 NE 183 Street	3003
3/8/2018	Alexis Weinberg	\$57,461	2017	VFST LLC	1524 Island Blvd	13
2/15/2018	Mauricio S. Weinberg	\$12,197	2017	1410 Reynolds LLC	1410 Reynolds Street	

Date	Paid by	Amount (US\$)	Tax Year	Property Defendant	Property Address	Unit
2/13/2018	Mauricio Weinberg	\$12,620	2017	Peninsula MAS II LLC	3301 NE 183rd Street	2305
3/31/2016	Mauricio Weinberg	\$13,416	2015	JADE OCEAN 3203 II LLC	495 Brickell Avenue	4711
3/31/2016	Mauricio Weinberg	\$13,619	2015	JADE OCEAN 3203 II, LLC	495 Brickell Avenue	5011
3/31/2016	Mauricio Weinberg	\$2,127	2015	JADE OCEAN 3203 II, LLC	2851 NE 183 Street	1408E
3/31/2016	Mauricio Weinberg	\$4,743	2015	JADE OCEAN 3203 II, LLC	3001 NE 185th Street	113
3/31/2016	Mauricio Weinberg	\$23,582	2015	JADE OCEAN 3203 II, LLC	17121 Collins Ave	3603
3/31/2016	Mauricio Weinberg	\$21,239	2015	The Point 54 LLC	21401 NE 38th Ave	54
3/25/2016	Alexis Weinberg	\$17,783	2015	Brill 5002 II LLC	495 Brickell Avenue	5002
3/25/2016	Natan Wancier	\$9,707	2015	Peninsula SNDS LLC	3301 NE 183rd Street	1505
3/25/2016	Natan Wancier	\$18,748	2015	2903 Pen II LLC	3301 NE 183rd Street	2903
3/25/2016	Alexis Weinberg	\$10,001	2015	Peninsula CAS LLC	3301 NE 183 Street	1805
3/25/2016	Alexis Weinberg	\$13,746	2015	Peninsula Stecar II LLC	3201 NE 183 Street	1604
3/25/2016	Alexis Weinberg	\$17,540	2015	Peninsula SW LLC	3301 NE 183 Street	3002
3/25/2016	Alexis Weinberg	\$17,540	2015	Peninsula SW LLC	3301 NE 183 Street	3003
6/15/2015	W GOURMET GROUP L.L.C.	\$10,058	2014	Peninsula CAS LLC	3301 NE 183 Street	1805

b.) Examples of these additional racketeering acts include the following international transfers:

Payment Date	Total (US\$)	Name From	Account from	Bank From	Name To	Account To	Bank To	City
10/21/2019	\$8,973	Ruby Dynasty Trust	*5826	WELLS FARGO	Weinberg Pinto Jonathan Alexis	*1605	BBVA Bancomer	Mexico City
8/26/2019	\$6,000	Alvaro J Cordoba	*9780	WELLS FARGO	Weinberg Lopez Samuel	*5445	BANXICO	Mexico City
5/24/2019	\$9,475	Ruby Dynasty Trust	*5826	WELLS FARGO	Weinberg Pinto Jonathan Alexis	*5410	BANXICO	Mexico City
3/15/2019	\$8,975	Ruby Dynasty Trust	*5826	WELLS FARGO	Weinberg Pinto Jonathan Alexis	*5410	BANXICO	Mexico City
3/8/2019	\$6,975	Ruby Dynasty Trust	*5826	WELLS FARGO	Weinberg Pinto Jonathan Alexis	*5410	BANXICO	Mexico City
12/24/2018	\$9,475	Ruby Dynasty Trust	*5826	WELLS FARGO	Weinberg Pinto Jonathan Alexis	*5410	BANXICO	Mexico City
10/31/2018	\$35,000	Delta Integrator LLC	*1221	BANK OF AMERICA	GLAC Security Consulting	*4057	Banco INBURSA	Mexico City
10/11/2018	\$40,000	Delta Integrator LLC	*0179	BANK OF AMERICA	GLAC Security Consulting	*4057	Banco INBURSA	Mexico City
10/10/2018	\$5,000	Delta Integrator LLC	*0179	BANK OF AMERICA	GLAC Security Consulting	*4057	Banco INBURSA	Mexico City
10/4/2018	\$6,000	Delta Integrator LLC	*0179	BANK OF AMERICA	GLAC Security Consulting	*4057	Banco INBURSA	Mexico City
10/1/2018	\$10,000	Delta Integrator LLC	*0179	BANK OF AMERICA	GLAC Security Consulting	*4057	Banco INBURSA	Mexico City
9/27/2018	\$20,000	Delta Integrator LLC	*0179	BANK OF AMERICA	GLAC Security Consulting	*4057	Banco INBURSA	Mexico City
9/25/2018	\$5,000	Delta Integrator LLC	*0179	BANK OF AMERICA	GLAC Security Consulting	*4057	Banco INBURSA	Mexico City

Payment Date	Total (US\$)	Name From	Account from	Bank From	Name To	Account To	Bank To	City
9/13/2018	\$20,000	Delta Integrator LLC	*0179	BANK OF AMERICA	GLAC Security Consulting	*4057	Banco INBURSA	Mexico City
9/6/2018	\$12,000	Delta Integrator LLC	*0179	BANK OF AMERICA	GLAC Security Consulting	*4057	Banco INBURSA	Mexico City
8/31/2018	\$15,000	Delta Integrator LLC	*0179	BANK OF AMERICA	GLAC Security Consulting	*4057	Banco INBURSA	Mexico City
6/5/2018	\$324,975	Delta Integrator LLC	*5572	BANK OF AMERICA	GLAC Security Consulting	*4312	BANORTE	Mexico City
5/17/2018	\$34,975	Delta Integrator LLC	*5826	WELLS FARGO	GLAC Security Consulting	*5410	BANXICO	Mexico City
4/25/2018	\$8,975	Delta Integrator LLC	*3000	WELLS FARGO	GLAC Security Consulting	*5410	BANXICO	Mexico City
3/28/2018	\$5,975	Delta Integrator LLC	*5826	WELLS FARGO	GLAC Security Consulting	*5410	BANXICO	Mexico City
3/2/2018	\$6,675	Delta Integrator LLC	*5826	WELLS FARGO	GLAC Security Consulting	*5410	BANXICO	Mexico City
12/28/2017	\$5,000	Delta Integrator LLC	*8806	CITIBANK	GLAC Security Consulting	*5410	BANXICO	Mexico City
12/28/2017	\$5,000	Delta Integrator LLC	*9780	WELLS FARGO	GLAC Security Consulting	*5445	BANXICO	Mexico City
11/22/2017	\$8,000	Delta Integrator LLC	*9780	WELLS FARGO	GLAC Security Consulting	*7223	BBVA Bancomer	Mexico City
10/31/2017	\$170,000	Delta Integrator LLC	*0179	BANK OF AMERICA	GLAC Security Consulting	*4057	Banco INBURSA	Mexico City
9/13/2017	\$80,000	GL Associates Consulting LLC	*0166	BANK OF AMERICA	GLAC Security Consulting	*4057	Banco INBURSA	Mexico City
6/20/2017	\$6,000	Sylvia Pinto Mauricos	*3798	CITIBANK	GLAC Security Consulting	*5421	BBVA Bancomer	Mexico City
12/19/2016	\$120,000	GL Associates Consulting LLC	*0166	BANK OF AMERICA	GLAC Security Consulting	*4057	Banco INBURSA	Mexico City
7/27/2016	\$929,997	GL Associates Consulting LLC	*5572	CITIBANK	GLAC Security Consulting	*4092	BBVA Bancomer	Mexico City
7/22/2016	\$9,500	GL Associates Consulting LLC	*8806	CITIBANK	GLAC Security Consulting	*6101	BANXICO	Mexico City
7/19/2016	\$149,997	GL Associates Consulting LLC	*5572	CITIBANK	GLAC Security Consulting	*4092	BBVA Bancomer	Mexico City
7/8/2016	\$9,500	GL Associates Consulting LLC	*8806	CITIBANK	GLAC Security Consulting	*7401	BANXICO	Mexico City
6/29/2016	\$949,997	GL Associates Consulting LLC	*5572	CITIBANK	GLAC Security Consulting	*4092	BBVA Bancomer	Mexico City
6/28/2016	\$9,500	GL Associates Consulting LLC	*8806	CITIBANK	GLAC Security Consulting	*2001	BANXICO	Mexico City
6/13/2016	\$949,997	GL Associates Consulting LLC	*5572	CITIBANK	GLAC Security Consulting	*4092	BBVA Bancomer	Mexico City
6/8/2016	\$9,500	GL Associates Consulting LLC	*8806	CITIBANK	GLAC Security Consulting	*2301	BANXICO	Mexico City
5/31/2016	\$699,997	GL Associates Consulting LLC	*5572	CITIBANK	GLAC Security Consulting	*4092	BBVA Bancomer	Mexico City
5/25/2016	\$9,500	GL Associates Consulting LLC	*8806	CITIBANK	GLAC Security Consulting	*5501	BANXICO	Mexico City

Payment Date	Total (US\$)	Name From	Account from	Bank From	Name To	Account To	Bank To	City
5/24/2016	\$469,997	GL Associates Consulting LLC	*5572	CITIBANK	GLAC Security Consulting	*4092	BBVA Bancomer	Mexico City
5/20/2016	\$299,997	GL Associates Consulting LLC	*5572	CITIBANK	GLAC Security Consulting	*4092	BBVA Bancomer	Mexico City
5/16/2016	\$9,500	GL Associates Consulting LLC	*8806	CITIBANK	GLAC Security Consulting	*5601	BANXICO	Mexico City
5/13/2016	\$1,899,997	GL Associates Consulting LLC	*5572	CITIBANK	GLAC Security Consulting	*4092	BBVA Bancomer	Mexico City
12/17/2015	\$50,000	GL Associates Consulting LLC	*0166	BANK OF AMERICA	GLAC Security Consulting	*4057	Banco INBURSA	Mexico City
5/28/2015	\$7,500	Jonathan Weinberg	*3798	CITIBANK	Weinberg Lopez Samuel	*2301	BANXICO	Mexico City
5/15/2015	\$109,997	Nunvav, Inc.	*5572	CITIBANK	ICIT Holding SA DE CV	*6113	BBVA Bancomer	Mexico City
5/13/2015	\$119,997	Nunvav, Inc.	*5572	CITIBANK	Nunvav, Inc.	*4092	BBVA Bancomer	Mexico City
5/5/2015	\$114,997	Nunvav, Inc.	*5572	CITIBANK	Nunvav, Inc.	*4092	BBVA Bancomer	Mexico City
4/29/2015	\$114,997	Nunvav, Inc.	*5572	CITIBANK	Nunvav, Inc.	*4092	BBVA Bancomer	Mexico City
4/14/2015	\$94,997	Nunvav, Inc.	*5572	CITIBANK	Nunvav, Inc.	*4092	BBVA Bancomer	Mexico City
4/1/2015	\$499,997	Nunvav, Inc.	*5572	CITIBANK	Nunvav, Inc.	*4092	BBVA Bancomer	Mexico City
3/30/2015	\$99,997	Nunvav, Inc.	*1301	CITIBANK	Nunvav, Inc.	*4092	BBVA Bancomer	Mexico City
3/12/2015	\$109,997	Nunvav, Inc.	*1301	CITIBANK	Nunvav, Inc.	*4092	BBVA Bancomer	Mexico City
3/5/2015	\$74,997	Nunvav, Inc.	*1301	CITIBANK	Nunvav, Inc.	*4092	BBVA Bancomer	Mexico City
2/25/2015	\$149,997	Nunvav, Inc.	*1301	CITIBANK	Nunvav, Inc.	*4092	BBVA Bancomer	Mexico City
2/23/2015	\$99,997	Nunvav, Inc.	*5572	CITIBANK	Nunvav, Inc.	*4092	BBVA Bancomer	Mexico City
2/19/2015	\$49,997	Nunvav, Inc.	*5572	CITIBANK	Nunvav, Inc.	*4092	BBVA Bancomer	Mexico City
2/9/2015	\$299,998	Nunvav, Inc.	*1301	JPMORGAN CHASE	Nunvav, Inc.	*5498	BBVA Bancomer	Mexico City
1/30/2015	\$149,997	Nunvav, Inc.	*1301	CITIBANK	Nunvav, Inc.	*4092	BBVA Bancomer	Mexico City
12/9/2014	\$11,000	Nunvav, Inc.	*3798	CITIBANK	Weinberg Lopez Samuel	*4201	BANXICO	Mexico City
6/26/2014	\$7,200	Nunvav, Inc.	*8738	CITIBANK	Weinberg Lopez Samuel	*4101	BANXICO	Mexico City
11/8/2013	\$5,275	Nunvav, Inc.	*8738	CITIBANK	Weinberg Lopez Samuel	*4201	BANXICO	Mexico City
10/8/2013	\$10,000	Nunvav, Inc.	*8738	CITIBANK	Pinto Monica Guadalupe Weinberg	*2677	BANORTE	Mexico City

Payment Date	Total (US\$)	Name From	Account from	Bank From	Name To	Account To	Bank To	City
9/26/2013	\$10,000	Nunvav, Inc.	*8738	CITIBANK	Pinto Monica Guadalupe Weinberg	*2677	BANORTE	Mexico City
9/11/2013	\$200,000	Nunvav, Inc.	*5572	CITIBANK	ICIT Holding SA DE CV	*7501	BANXICO	Mexico City

49. These additional racketeering acts were in violation of state and federal money-laundering statutes, including:

a.) **18 USC § 1956(a)(1)(A)(i)** (engaging in a transaction with the intent to promote the carrying on of a specified unlawful activity). The PRINCIPAL DEFENDANTS and/or the PROPERTY DEFENDANTS, knowing that the funds involved in each of the transactions were funds stolen from the government of MEXICO, conducted financial transactions in order to promote the continued transfers of funds stolen from the government of MEXICO through the illegal contracting scheme into the United States. Each such transaction including, but not limited to, those detailed above in paragraph 48, is a violation of 18 USC § 1956(a)(1)(A)(i) and is a predicate act of the PRINCIPAL DEFENDANTS and/or the PROPERTY DEFENDANTS herein.

b.) **18 USC § 1956(a)(1)(B)(i)** (engaging in a transaction designed to conceal or disguise the proceeds of specified unlawful activity). The PRINCIPAL DEFENDANTS and/or the PROPERTY DEFENDANTS, knowing that the funds involved in each of the transactions detailed above were funds stolen from the government of MEXICO through the illegal contracting scheme that had been wired to and received in the United States, conducted at least the financial transactions detailed herein, knowing that each was designed, in whole or in part, to conceal or disguise the fact that the funds being used were funds stolen from the government of MEXICO, to conceal or hide the location of the funds stolen from the government of MEXICO, and/or to conceal or disguise the

control of the funds stolen from the government of MEXICO. Each such transaction including, but not limited to, those detailed above in paragraph 48, is a violation of 18 USC § 1956(a)(1)(B)(i) and a predicate act of the PRINCIPAL DEFENDANTS and/or the PROPERTY DEFENDANTS herein.

c.) **18 USC § 1952** (interstate and foreign travel or transportation in aid of racketeering activities). As described herein, the PRINCIPAL DEFENDANTS traveled in interstate and/or foreign commerce or used the mail or any facility in interstate and/or foreign commerce with intent to distribute the proceeds of unlawful activity and/or otherwise promote, manage, establish, carry on, or facilitate the promotion, management, establishment, or carrying on, of unlawful activity, acting at least in part from their base of operations in Miami-Dade County, Florida. Accordingly, knowing that the funds were stolen, each transfer by the PRINCIPAL DEFENDANTS of stolen Mexican government funds from Mexico, Barbados, the United States, or elsewhere including, but not limited to, those detailed above in paragraph 48, constituted a violation of 18 USC § 1952 and is a predicate act of the PRINCIPAL DEFENDANTS herein.

d.) **Florida Statute § 812.019(2)** (dealing in stolen property). As described herein, the PRINCIPAL DEFENDANTS initiated, organized, planned, financed, directed, managed, and/or supervised the theft and subsequent transfer of at least USD \$250,000,000 of Mexican government property through the illegal contracting scheme detailed herein. Accordingly, knowing the funds were stolen, each of the transactions including, but not limited to, those detailed above in paragraph 48, involving the transfer of the stolen Mexican government funds by the PRINCIPAL DEFENDANTS constituted a violation by the PRINCIPAL DEFENDANTS of Florida Statute § 812.019(2) and each is a predicate act of the PRINCIPAL DEFENDANTS herein.

e.) **Florida Statute § 812.019(1)** (theft and dealing in stolen property). As described herein, the PROPERTY DEFENDANTS knew or should have known that the proceeds received from the PRINCIPAL DEFENDANTS were stolen property. Accordingly, knowing the funds were stolen, each receipt and/or transfer by the PROPERTY DEFENDANTS of stolen Mexican government funds including, but not limited to, those detailed above in paragraph 48, constituted a violation of Florida Statute § 812.019(2) and is a predicate act of the PROPERTY DEFENDANTS herein.

f.) **18 USC § 1957(a)** (knowingly engaging in a transaction in criminal proceeds of USD \$10,000 or more from a specified unlawful activity). The PRINCIPAL DEFENDANTS and/or the PROPERTY DEFENDANTS herein including, but not limited to, those detailed above in paragraph 48, knowing that the funds involved were funds stolen from the government of MEXICO that had been wired into the United States, engaged in multiple transactions in the United States of a value greater than USD \$10,000, each a violation of 18 USC 1957(a) and each a predicate act of the PRINCIPAL DEFENDANTS and/or the PROPERTY DEFENDANTS herein.

50. These funds were used by the PRINCIPAL DEFENDANTS and/or the PROPERTY DEFENDANTS for the creation, establishment, and/or maintenance of the RICO money-laundering Enterprise, which is comprised of the multiple companies and persons, including the PRINCIPAL DEFENDANTS and/or the PROPERTY DEFENDANTS, that, in the United States and elsewhere, knowingly received, invested, and/or otherwise used the stolen Mexican government funds to create, control, and/or maintain the Enterprise. The PRINCIPAL DEFENDANTS directed, controlled, and/or managed every significant aspect of the money-laundering scheme and did so at least in part while in the United States, specifically from their base of operations in Miami-Dade, Florida.

C. The Specific Acts of each Defendant

a. The PRINCIPAL DEFENDANTS

i. GARCIA LUNA

51. GARCIA LUNA is a principal wrongdoer, a principal architect, and one of the ultimate beneficiaries of the illegal scheme that criminally took funds from the government of MEXICO via the illicit contracting scheme, and then laundered those stolen funds in the United States and elsewhere. GARCIA LUNA conspired with other Defendants herein, as well as with additional non-defendants, to take unlawfully money from the government of MEXICO through fraud, bribery, bid tampering, and/or corruption in Mexico, and to create, maintain, and/or control the money-laundering Enterprise in the United States.

52. GARCIA LUNA arranged for and authorized, directly or indirectly, the unlawful contracts entered into by the Mexican security agencies and, through bribery, bid tampering, and/or corruption in Mexico, made sure that there were no problems for his contracting coconspirators from the Mexican government side. GARCIA LUNA, through bribery, bid tampering, and/or corruption in Mexico, used his influence with the Mexican government to override Mexican government contract and bidding procedures, and to ensure selection of his coconspirators for multiple government contracts. GARCIA LUNA and his coconspirators then transferred the proceeds taken from the Mexican government through this illegal contracting scheme to the United States and used the funds stolen from the government of MEXICO to create an Enterprise consisting of a series of companies in the United States and to acquire multiple pieces of real estate in Florida for that Enterprise. GARCIA LUNA continues to use the stolen Mexican government funds, or proceeds derived therefrom, to control and/or maintain the Enterprise, and to run the day-to-day operations of the Enterprise.

53. GARCIA LUNA has been arrested and charged in the Eastern District of New York for several offenses unrelated to the illegal contracting and money-laundering scheme alleged herein.

54. Through the Enterprise, and to further augment and compartmentalize the Enterprise, GARCIA LUNA created a group of companies to hold title to multiple parcels of real estate located in Florida and elsewhere, as well as to hold title to multiple automobiles. Each of the United States PROPERTY DEFENDANTS is a Defendant herein, and each of the PROPERTY DEFENDANTS were formed and operated as alter egos and mere instrumentalities of GARCIA LUNA in order to perpetrate a fraud on his creditors. GARCIA LUNA and/or his coconspirators have caused the same group of accomplices to act as managers, members, officers, and/or directors of each of the PROPERTY DEFENDANTS, none of which observe legal formalities and/or statutory requirements, but instead are used for the personal purposes of GARCIA LUNA and his coconspirators.

55. Examples of the companies created, directly or indirectly, by GARCIA LUNA as part of the Enterprise include but are not limited to Defendant GLAC SECURITY CONSULTING, TECHNOLOGY, RISK MANAGEMENT S.C., and Defendant GL & ASSOCIATES CONSULTING LLC.

56. GARCIA LUNA actively conspired with each other Defendant herein to coordinate, manage, and/or control the Enterprise. The logistics of coordinating and accounting for the multiple acquisitions, control, maintenance, and/or management of the Enterprise require and demonstrate that there was constant communication and coordination with the other PRINCIPAL DEFENDANTS, the PROPERTY DEFENDANTS, and persons working on their behalf. This communication and coordination continues to this day.

ii. PEREYRA DE GARCIA

57. PEREYRA DE GARCIA is a principal wrongdoer and one of the ultimate beneficiaries of the illegal scheme to steal funds from the government of MEXICO via the illicit contracting scheme, and then laundered those stolen funds in the United States and elsewhere. PEREYRA DE GARCIA conspired with other Defendants herein, as well as with additional non-defendants, to create, maintain, and/or control the money-laundering Enterprise here in the United States.

58. PEREYRA DE GARCIA used funds she knew had been stolen from the government of MEXICO to create an Enterprise consisting of a series of companies in the United States and further used the funds stolen from the government of MEXICO to acquire multiple pieces of real estate in Florida for that Enterprise.

59. PEREYRA DE GARCIA continues to use the stolen Mexican government funds, or proceeds derived therefrom, to control and/or maintain the Enterprise, and to run the day-to-day operations of the Enterprise.

60. PEREYRA DE GARCIA acted as the manager, member, officer, and/or director, and signatory on the bank accounts of several of the PROPERTY DEFENDANTS including, but not limited to, Defendant DELTA INTEGRATOR LLC.

61. Through the Enterprise, and to further augment and compartmentalize the Enterprise, PEREYRA DE GARCIA participated in the creation of a group of companies to hold title to multiple parcels of real estate located in Florida and elsewhere, as well as to hold title to multiple automobiles. Each of the United States PROPERTY DEFENDANTS is a Defendant herein, and each of the PROPERTY DEFENDANTS were formed and operated as alter egos and mere instrumentalities of PEREYRA DE GARCIA in order to perpetrate a fraud on her creditors.

PEREYRA DE GARCIA and/or her coconspirators have caused the same group of accomplices to act as managers, members, officers, and/or directors of each of the PROPERTY DEFENDANTS, none of which observe legal formalities and/or statutory requirements, but instead are used for the personal purposes of PEREYRA DE GARCIA and her coconspirators.

62. PEREYRA DE GARCIA actively conspired with each other Defendant herein to coordinate, manage, and/or control the Enterprise. The logistics of coordinating and accounting for the multiple acquisitions, control, maintenance, and/or management of the Enterprise require and demonstrate that there was constant communication and coordination with the other PRINCIPAL DEFENDANTS, the PROPERTY DEFENDANTS, and persons working on their behalf. This communication and coordination continues to this day.

iii. WEINBERG LOPEZ

63. WEINBERG LOPEZ is a principal wrongdoer, a principal architect, and one of the ultimate beneficiaries of the illegal scheme to steal funds from the government of MEXICO via the illicit contracting scheme, and then laundered those stolen funds in the United States and elsewhere. WEINBERG LOPEZ conspired with other Defendants herein, as well as with additional non-defendants, to take unlawfully money from the government of MEXICO through bribery, bid tampering, and/or corruption in Mexico, and to create, maintain, and/or control the money-laundering Enterprise in the United States.

64. WEINBERG LOPEZ, through fraud, bribery, bid tampering, and/or corruption in Mexico, used his influence with the Mexican government to override Mexican government contract and bidding procedures, and to ensure selection of his coconspirators for multiple government contracts. WEINBERG LOPEZ and his coconspirators then transferred the proceeds of this illegal contracting scheme to the United States, and used funds stolen from the government of MEXICO to

create an Enterprise consisting of a series of companies in the United States and to acquire multiple pieces of real estate in Florida for that Enterprise.

65. WEINBERG LOPEZ and/or his coconspirators continue to control, maintain, and run the day-to-day operations of the Enterprise. WEINBERG LOPEZ also entered into multiple mortgage transactions in which he and his coconspirators packaged together several properties owned by different PROPERTY DEFENDANTS and mortgaged them as part of a series of mortgage transactions to further the Enterprise by obscuring the origin of the funds and to finance his lavish lifestyle. The proceeds of each of these multiple mortgages were then laundered. Examples of such mortgages of multiple properties are described below in relation to the respective PROPERTY DEFENDANT. (See, for example, paragraphs 203 and 211, et seq.)

66. Through the Enterprise, and to further augment and compartmentalize the Enterprise, WEINBERG LOPEZ created a group of companies to hold title to multiple parcels of real estate located in Florida and elsewhere, as well as to hold title to multiple automobiles. Each of the United States PROPERTY DEFENDANTS is a Defendant herein, and each of the PROPERTY DEFENDANTS were formed and operated as alter egos and mere instrumentalities of WEINBERG LOPEZ in order to perpetrate a fraud on his creditors. WEINBERG LOPEZ and/or his coconspirators have caused the same group of accomplices to act as managers, members, officers, and/or directors of each of the PROPERTY DEFENDANTS, none of which observe legal formalities and/or statutory requirements, but instead are used for the personal purposes of WEINBERG LOPEZ and his coconspirators.

67. Examples of the companies created, directly or indirectly, by WEINBERG LOPEZ as part of the Enterprise include but are not limited to Defendant NUNVAV TECHNOLOGIES, INC., and Defendant NUNVAV, INC.

68. On October 30, 2013, Defendant WEINBERG LOPEZ, acquired title to a 2013 Fiat 500, with VIN number 3C3CFFDR4GT169589, with funds stolen from the Plaintiff or with proceeds derived therefrom. Since its acquisition, this vehicle has been maintained with funds stolen from the Plaintiff or with proceeds derived therefrom.

69. On November 13, 2013, Defendants WEINBERG LOPEZ and PINTO DE WEINBERG leased a 2013 Rolls Royce Ghost, with VIN number SCA664S53DUX51799, from VA Leasing, with funds stolen from the Plaintiff or with proceeds derived therefrom. Since its acquisition, this vehicle has been maintained with funds stolen from the Plaintiff or with proceeds derived therefrom.

70. On March 13, 2014, Defendant WEINBERG LOPEZ acquired title to a 2007 Ferrari F430 Spider, with VIN number ZFFEW59A970152447, with funds stolen from the Plaintiff or with proceeds derived therefrom. On May 27, 2021, Defendant WEINBERG LOPEZ transferred title to a third party. During the period it was held, this vehicle was maintained with funds stolen from the Plaintiff or with proceeds derived therefrom.

71. On May 5, 2016, Defendant WEINBERG LOPEZ acquired title to a 2016 GMC Terrain SLE, with VIN number 2GKALMEK3G6260699, with funds stolen from the Plaintiff or with proceeds derived therefrom. Since its acquisition, this vehicle has been maintained with funds stolen from the Plaintiff or with proceeds derived therefrom.

72. On May 24, 2017, Defendant WEINBERG LOPEZ leased a 2017 Ferrari California, with VIN number ZFF77XJA0H0219757, from TD Auto Finance, with funds stolen from the Plaintiff or with proceeds derived therefrom. Since its acquisition, this vehicle has been maintained with funds stolen from the Plaintiff or with proceeds derived therefrom.

73. On July 26, 2017, Defendant WEINBERG LOPEZ acquired title to a 2017 Maserati Levante, with VIN number ZN661YUA8HX236213, with funds stolen from the Plaintiff or with proceeds derived therefrom. On July 19, 2019, Defendant WEINBERG LOPEZ transferred title to a third party. During the period it was held, this vehicle was maintained with funds stolen from the Plaintiff or with proceeds derived therefrom.

74. On February 21, 2020, Defendant WEINBERG LOPEZ acquired title to a 2015 Jeep Wrangler Limited Rubicon, with VIN number 1C4BJWFG2FL707427, with funds stolen from the Plaintiff or with proceeds derived therefrom. Since its acquisition, this vehicle has been maintained with funds stolen from the Plaintiff or with proceeds derived therefrom.

75. WEINBERG LOPEZ actively conspired with each other Defendant herein to coordinate, manage, and/or control the Enterprise. The logistics of coordinating and accounting for the multiple acquisitions, control, maintenance, and/or management of the Enterprise require and demonstrate that there was constant communication and coordination with the other PRINCIPAL DEFENDANTS, the PROPERTY DEFENDANTS, and persons working on their behalf. This communication and coordination continues to this day.

iv. WEINBERG PINTO

76. WEINBERG PINTO is a principal wrongdoer, a principal architect, and one of the ultimate beneficiaries of the illegal scheme to take unlawfully funds from the government of MEXICO via the illicit contracting scheme, and then laundered those stolen funds in the United States and elsewhere. WEINBERG PINTO conspired with other Defendants herein, as well as with additional non-defendants, to take unlawfully money from the government of MEXICO through fraud, bribery, bid tampering, and/or corruption in Mexico, and to create, maintain, and/or control the money-laundering Enterprise in the United States.

77. WEINBERG PINTO, through bribery, bid tampering, and/or corruption in Mexico, used his influence with the Mexican government to override Mexican government contract and bidding procedures, and to ensure selection of his coconspirators for multiple government contracts. WEINBERG PINTO and his coconspirators then transferred the proceeds of this illegal contracting scheme to the United States, and used funds stolen from the government of MEXICO to create an Enterprise consisting of a series of companies in the United States and to acquire multiple pieces of real estate in Florida for that Enterprise.

78. WEINBERG PINTO and/or his coconspirators continue to control, maintain, and run the day-to-day operations of the Enterprise.

79. WEINBERG PINTO also entered into multiple mortgage transactions, in which he and his coconspirators packaged together several properties owned by different PROPERTY DEFENDANTS and mortgaged them as part of a series of mortgage transactions to further the Enterprise by obscuring the origin of the funds and to finance his lavish lifestyle. The proceeds of each of these multiple mortgages were then laundered. Examples of such mortgages of multiple properties are described below in relation to the respective PROPERTY DEFENDANT.

80. Through the Enterprise, and to further augment and compartmentalize the Enterprise, WEINBERG PINTO created a group of companies to hold title to multiple parcels of real estate located in Florida and elsewhere, as well as to hold title to multiple automobiles. Each of the United States PROPERTY DEFENDANTS is a Defendant herein and each of the PROPERTY DEFENDANTS were formed and operated as alter egos and mere instrumentalities of WEINBERG PINTO in order to perpetrate a fraud on his creditors. WEINBERG PINTO and/or his coconspirators have caused the same group of accomplices to act as managers, members, officers, and/or directors of each of the PROPERTY DEFENDANTS, none of which observe legal formalities and/or

statutory requirements, but instead are used for the personal purposes of WEINBERG PINTO and his coconspirators.

81. Examples of the companies created, directly or indirectly, by WEINBERG PINTO as part of the Enterprise include, but are not limited to, Defendant BELLINI WI 1501, CORP., and Defendant VFST, LLC.

82. On April 25, 2009, Defendant WEINBERG PINTO acquired title to a 2008 Audi S4 Quattro, with VIN number WUARL48H68K900422. On September 26, 2018, WEINBERG PINTO transferred title to a third party. During the period it was held, this vehicle was maintained with funds stolen from the Plaintiff or with proceeds derived therefrom.

83. On May 4, 2010, Defendant WEINBERG PINTO acquired title to a 2008 Lamborghini Gallardo Spyder, with VIN number ZHWGU22T28LA06926. On April 19, 2017, WEINBERG PINTO transferred title to a third party. During the period it was held, this vehicle was maintained with funds stolen from the Plaintiff or with proceeds derived therefrom.

84. On July 6, 2012, Defendant WEINBERG PINTO, acquired title to a 2012 Jeep Grand Cherokee, with VIN number 1C4RJFDJ2CC328677. Since its acquisition, this vehicle has been maintained with funds stolen from the Plaintiff or with proceeds derived therefrom.

85. On December 12, 2014, Defendant WEINBERG PINTO, acquired title to a 2015 Cadillac Escalade Premium, with VIN number 1GYS4CKJ4FR298443, with funds stolen from the Plaintiff or with proceeds derived therefrom. Since its acquisition, this vehicle has been maintained with funds stolen from the Plaintiff or with proceeds derived therefrom.

86. On January 22, 2015, Defendant WEINBERG PINTO acquired title to a 2015 Mini Cooper JCW GP, with VIN number WMWMR9C59FT499503, with funds stolen from the Plaintiff or with proceeds derived therefrom. On March 28, 2018, WEINBERG PINTO transferred title to a

third party. During the period it was held, this vehicle was maintained with funds stolen from the Plaintiff or with proceeds derived therefrom.

87. On March 24, 2015, Defendant WEINBERG PINTO acquired title to a 2015 Toyota Corolla, with VIN number 5YFBURHE3FP252356, with funds stolen from the Plaintiff or with proceeds derived therefrom. On July 23, 2018, WEINBERG PINTO transferred title to a third party. During the period it was held, this vehicle was maintained with funds stolen from the Plaintiff or with proceeds derived therefrom.

88. On July 21, 2015, Defendant WEINBERG PINTO acquired title to a 2007 Honda Element EX, with VIN number 5J6YH18787L012418, with funds stolen from the Plaintiff or with proceeds derived therefrom. On January 31, 2020, WEINBERG PINTO transferred title to a third party. During the period it was held, this vehicle was maintained with funds stolen from the Plaintiff or with proceeds derived therefrom.

89. On March 18, 2016, Defendant WEINBERG PINTO, acquired title to a 1990 Ford Trailer, with VIN number C53102658, with funds stolen from the Plaintiff or with proceeds derived therefrom. Since its acquisition, this vehicle has been maintained with funds stolen from the Plaintiff or with proceeds derived therefrom.

90. On June 10, 2016, Defendant WEINBERG PINTO, acquired title to a 2014 Smart Fortwo, with VIN number WMEEJ3BA8EK746302, with funds stolen from the Plaintiff or with proceeds derived therefrom. Since its acquisition, this vehicle has been maintained with funds stolen from the Plaintiff or with proceeds derived therefrom.

91. On March 24, 2017, Defendant WEINBERG PINTO, acquired title to a 2017 Lamborghini Huracan, with VIN number ZHWUR1ZF5HLA06238, with funds stolen from the

Plaintiff or with proceeds derived therefrom. Since its acquisition, this vehicle has been maintained with funds stolen from the Plaintiff or with proceeds derived therefrom.

92. On April 12, 2017, Defendant WEINBERG PINTO, acquired title to a 2017 Tesla Model X, with VIN number 5YJXCAE22HF040311, with funds stolen from the Plaintiff or with proceeds derived therefrom. Since its acquisition, this vehicle has been maintained with funds stolen from the Plaintiff or with proceeds derived therefrom.

93. On January 24, 2018, Defendant WEINBERG PINTO, acquired title to a 2005 Mercedes Benz, with VIN number WDB4632541X162980, with funds stolen from the Plaintiff or with proceeds derived therefrom. Since its acquisition, this vehicle has been maintained with funds stolen from the Plaintiff or with proceeds derived therefrom.

94. On February 23, 2018, Defendant WEINBERG PINTO acquired title to a 2018 Land Rover Sport, with VIN number SALWV2RE0JA188657, with funds stolen from the Plaintiff or with proceeds derived therefrom. On October 8, 2020, WEINBERG PINTO transferred title to a third party. During the period it was held, this vehicle was maintained with funds stolen from the Plaintiff or with proceeds derived therefrom.

95. On May 30, 2018, Defendant WEINBERG PINTO, acquired title to a 2018 Toyota Camry, with VIN number 4T1B11HK3JU113755, with funds stolen from the Plaintiff or with proceeds derived therefrom. Since its acquisition, this vehicle has been maintained with funds stolen from the Plaintiff or with proceeds derived therefrom.

96. WEINBERG PINTO actively conspired with each other Defendant herein to coordinate, manage, and/or control the Enterprise. The logistics of coordinating and accounting for the multiple acquisitions, control, maintenance, and/or management of the Enterprise require and demonstrate that there was constant communication and coordination with the other PRINCIPAL

DEFENDANTS, the PROPERTY DEFENDANTS, and persons working on their behalf. This communication and coordination continues to this day.

v. PINTO DE WEINBERG

97. PINTO DE WEINBERG is a principal wrongdoer and one of the ultimate beneficiaries of the illegal scheme to steal funds from the government of MEXICO via the illicit contracting scheme in Mexico, and then laundered those stolen funds in the United States and elsewhere. PINTO DE WEINBERG conspired with other Defendants herein, as well as with additional non-defendants, to create, maintain, and/or control the money-laundering Enterprise here in the United States.

98. PINTO DE WEINBERG used funds she knew had been stolen from the government of MEXICO to create an Enterprise consisting of a series of companies in the United States and further used the funds stolen from the government of MEXICO to acquire multiple pieces of real estate in Florida for that Enterprise.

99. PINTO DE WEINBERG continues to use the stolen Mexican government funds, or with proceeds derived therefrom, to control and/or maintain the Enterprise, and to run the day-to-day operations of the Enterprise.

100. PINTO DE WEINBERG acted and continues to act as the trustee, manager, member, officer, and/or director of several of the PROPERTY DEFENDANTS including, but not limited to, Defendant SUNSHINE DYNASTY TRUST.

101. Through the Enterprise, and to further augment and compartmentalize the Enterprise, PINTO DE WEINBERG participated in the creation of a group of companies to hold title to multiple parcels of real estate located in Florida and elsewhere, as well as to hold title to multiple automobiles. Each of the United States PROPERTY DEFENDANTS is a Defendant herein and

each of the PROPERTY DEFENDANTS were formed and operated as alter egos and mere instrumentalities of PINTO DE WEINBERG in order to perpetrate a fraud on her creditors. PINTO DE WEINBERG and/or her coconspirators have caused the same group of accomplices to act as managers, members, officers, and/or directors of each of the PROPERTY DEFENDANTS, none of which observe legal formalities and/or statutory requirements, but instead are used for the personal purposes of PINTO DE WEINBERG and her coconspirators.

102. On January 1, 2010, PINTO DE WEINBERG acquired title to a 2008 29-foot Sea Ray, with Hull ID SERR1463H708, registration number FL7507NZ. On February 4, 2014, PINTO DE WEINBERG transferred title to a third party. During the period it was held, this vessel was maintained with funds stolen from the Plaintiff or with proceeds derived therefrom.

103. On May 18, 2011, Defendant PINTO DE WEINBERG acquired title to a 2011 Mercedes Benz, with VIN number WDCGG5GB3BF661790. On February 14, 2018, Defendant PINTO DE WEINBERG transferred title to a third party. During the period it was held, this vehicle was maintained with funds stolen from the Plaintiff or with proceeds derived therefrom.

104. On November 27, 2011, Defendant PINTO DE WEINBERG acquired title to a 2011 Bentley Convertible Continental GTC, with VIN number SCBDP3ZA7BC069993. On August 14, 2014, Defendant PINTO DE WEINBERG transferred title to a third party. During the period it was held, this vehicle was maintained with funds stolen from the Plaintiff or with proceeds derived therefrom.

105. On December 20, 2013, Defendant PINTO DE WEINBERG acquired title to a 2014 Scout Boat, with VIN number SLPLM463F314, with funds stolen from the Plaintiff or with proceeds derived therefrom. On April 13, 2018, Defendant PINTO DE WEINBERG transferred title

to a third party. During the period it was held, this vessel was maintained with funds stolen from the Plaintiff or with proceeds derived therefrom.

106. On February 27, 2013, Defendants, PINTO DE WEINBERG and WEINBERG PINTO, acquired title to a 2012 Fiat Cabriolet 500C Gucci Lounge with VIN number 3C3CFFER5CT271864, with funds stolen from the Plaintiff or with proceeds derived therefrom. Since its acquisition, this vehicle has been maintained with funds stolen from the Plaintiff or with proceeds derived therefrom.

107. PINTO DE WEINBERG actively conspired with each other Defendant herein to coordinate, manage, and/or control the Enterprise. The logistics of coordinating and accounting for the multiple acquisitions, control, maintenance, and/or management of the Enterprise require and demonstrate that there was constant communication and coordination with the other PRINCIPAL DEFENDANTS, the PROPERTY DEFENDANTS, and persons working on their behalf. This communication and coordination continues to this day.

vi. WANCIER TAUB

108. WANCIER TAUB is a principal wrongdoer, a principal architect, and one of the ultimate beneficiaries of the illegal scheme to take unlawfully funds from the government of MEXICO via the illicit contracting scheme, and then laundered those stolen funds in the United States and elsewhere. WANCIER TAUB conspired with other Defendants herein, as well as with additional non-defendants, to take unlawfully money from the government of MEXICO through fraud, bribery, bid tampering, and/or corruption in Mexico, and to create, maintain, and/or control the money-laundering Enterprise in the United States.

109. WANCIER TAUB, through fraud, bribery, bid tampering, and/or corruption in Mexico, used his influence with the Mexican government to override Mexican government contract

and bidding procedures, and to ensure selection of his coconspirators for multiple government contracts. WANCIER TAUB and his coconspirators then transferred the proceeds of this illegal contracting scheme to the United States, and used funds stolen from the government of MEXICO to create an Enterprise consisting of a series of companies in the United States and to acquire multiple pieces of real estate in Florida for that Enterprise.

110. WANCIER TAUB and/or his coconspirators continue to control, maintain, and run the day-to-day operations of the Enterprise.

111. Through the Enterprise, and to further augment and compartmentalize the Enterprise, WANCIER TAUB created a group of companies to hold title to multiple parcels of real estate located in Florida and elsewhere, as well as to hold title to multiple automobiles. Each of the United States PROPERTY DEFENDANTS is a Defendant herein, and each of the PROPERTY DEFENDANTS were formed and operated as alter egos and mere instrumentalities of WANCIER TAUB in order to perpetrate a fraud on his creditors. WANCIER TAUB and/or his coconspirators have caused the same group of accomplices to act as managers, members, officers, and/or directors of each of the PROPERTY DEFENDANTS, none of which observe legal formalities and/or statutory requirements, but instead are used for the personal purposes of WANCIER TAUB and his coconspirators.

112. Examples of the companies created, directly or indirectly, by WANCIER TAUB as part of the Enterprise include, but are not limited to, Defendant NUNVAV TECHNOLOGIES, INC., and Defendant NUNVAV, INC.

113. WANCIER TAUB actively conspired with each other Defendant herein to coordinate, manage, and/or control the Enterprise. The logistics of coordinating and accounting for the multiple acquisitions, control, maintenance, and/or management of the Enterprise require and

demonstrate that there was constant communication and coordination with the other PRINCIPAL DEFENDANTS, the PROPERTY DEFENDANTS, and persons working on their behalf. This communication and coordination continues to this day.

vii. NIEMBRO GONZALEZ

114. NIEMBRO GONZALEZ is a principal wrongdoer, and one of the ultimate beneficiaries of the illegal scheme to take unlawfully funds from the government of MEXICO via the illicit contracting scheme, and then laundered those stolen funds in the United States and elsewhere. NIEMBRO GONZALEZ conspired with other Defendants herein, as well as with additional non-defendants, to take unlawfully money from the government of MEXICO through fraud, bribery, bid tampering, and/or corruption in Mexico, and to create, maintain, and/or control the money-laundering Enterprise in the United States.

115. NIEMBRO GONZALEZ, through fraud, bribery, bid tampering, and/or corruption in Mexico, used his influence with the Mexican government to override Mexican government contract and bidding procedures, and to ensure selection of his coconspirators for multiple government contracts. NIEMBRO GONZALEZ and his coconspirators then transferred the proceeds of this illegal contracting scheme to the United States, and used funds stolen from the government of MEXICO to create an Enterprise consisting of a series of companies in the United States and to acquire multiple pieces of real estate in Florida for that Enterprise.

116. NIEMBRO GONZALEZ and/or his coconspirators continue to control, maintain, and run the day-to-day operations of the Enterprise.

117. Through the Enterprise, and to further augment and compartmentalize the Enterprise, NIEMBRO GONZALEZ created a group of companies to hold title to multiple parcels of real estate located in Florida and elsewhere, as well as to hold title to multiple automobiles. Each of the United

States PROPERTY DEFENDANTS is a Defendant herein, and each of the PROPERTY DEFENDANTS were formed and operated as alter egos and mere instrumentalities of NIEMBRO GONZALEZ in order to perpetrate a fraud on his creditors. NIEMBRO GONZALEZ and/or his coconspirators have caused the same group of accomplices to act as managers, members, officers, and/or directors of each of the PROPERTY DEFENDANTS, none of which observe legal formalities and/or statutory requirements, but instead are used for the personal purposes of NIEMBRO GONZALEZ and his coconspirators.

118. Examples of the companies created, directly or indirectly, by NIEMBRO GONZALEZ as part of the Enterprise include, but are not limited to, Defendant BELLINI WI 1501, CORP.

119. NIEMBRO GONZALEZ actively conspired with each other Defendant herein to coordinate, manage, and/or control the Enterprise. The logistics of coordinating and accounting for the multiple acquisitions, control, maintenance, and/or management of the Enterprise require and demonstrate that there was constant communication and coordination with the other PRINCIPAL DEFENDANTS, the PROPERTY DEFENDANTS, and persons working on their behalf. This communication and coordination continues to this day.

viii. NIETO DE NIEMBRO

120. NIETO DE NIEMBRO is a principal wrongdoer and one of the ultimate beneficiaries of the illegal scheme to steal funds from the government of MEXICO via the illicit contracting scheme, and then laundered those stolen funds in the United States and elsewhere. NIETO DE NIEMBRO conspired with other Defendants herein, as well as with additional non-defendants, to create, maintain, and/or control the money-laundering Enterprise here in the United States.

121. NIETO DE NIEMBRO used funds she knew had been stolen from the government of MEXICO to create an Enterprise consisting of a series of companies in the United States and further used the funds stolen from the government of MEXICO to acquire multiple pieces of real estate in Florida for that Enterprise.

122. NIETO DE NIEMBRO continues to use the stolen Mexican government funds, or with proceeds derived therefrom, to control and/or maintain the Enterprise, and to run the day-to-day operations of the Enterprise.

123. NIETO DE NIEMBRO acted as the trustee, manager, member, officer, and/or director of several of the PROPERTY DEFENDANTS including, but not limited to, Defendant BELLINI WI 1501, CORP.

124. Through the Enterprise, and to further augment and compartmentalize the Enterprise, NIETO DE NIEMBRO participated in the creation of a group of companies to hold title to multiple parcels of real estate located in Florida and elsewhere, as well as to hold title to multiple automobiles. Each of the United States PROPERTY DEFENDANTS is a Defendant herein, and each of the PROPERTY DEFENDANTS were formed and operated as alter egos and mere instrumentalities of NIETO DE NIEMBRO in order to perpetrate a fraud on her creditors. NIETO DE NIEMBRO and/or her coconspirators have caused the same group of accomplices to act as managers, members, officers, and/or directors of each of the PROPERTY DEFENDANTS, none of which observe legal formalities and/or statutory requirements, but instead are used for the personal purposes of NIETO DE NIEMBRO and her coconspirators.

125. NIETO DE NIEMBRO actively conspired with each other Defendant herein to coordinate, manage, and/or control the Enterprise. The logistics of coordinating and accounting for the multiple acquisitions, control, maintenance, and/or management of the Enterprise require and

demonstrate that there was constant communication and coordination with the other PRINCIPAL DEFENDANTS, the PROPERTY DEFENDANTS, and persons working on their behalf. This communication and coordination continues to this day.

ix. NUNVAV

126. NUNVAV is the primary contracting company used by the PRINCIPAL DEFENDANTS in the illegal scheme to take unlawfully funds from the government of MEXICO via the illicit contracting scheme, and then laundered those stolen funds in the United States and elsewhere. NUNVAV conspired with other Defendants herein, as well as with additional non-defendants, to take unlawfully money from the government of MEXICO through fraud, bribery, bid tampering, and/or corruption in Mexico, and to create, maintain, and/or control the money-laundering Enterprise in the United States.

127. NUNVAV executed all or part of the illicit contracting scheme, and knowingly participated in the contracting processes with the Mexican government while conspiring with the PRINCIPAL DEFENDANTS and others, through bribery, bid tampering, and/or corruption, to override Mexican government contract and bidding procedures, and to ensure selection of NUNVAV for multiple government contracts. In this manner, NUNVAV obtained multiple illegal payments from the Plaintiff. These payments were made by Plaintiff to NUNVAV accounts in Barbados and Mexico. Examples of payments sent by the Plaintiff to the Defendant NUNVAV are listed in paragraph 43(a). NUNVAV and its coconspirators then transferred the proceeds of this illegal contracting scheme to the United States, and used funds stolen from the government of MEXICO to create an Enterprise consisting of a series of companies in the United States and to acquire multiple pieces of real estate in Florida for that Enterprise. Examples of wire transfers from NUNVAV to the United States are listed in paragraph 43.

128. NUNVAV and/or its coconspirators continue to control, maintain, and run the day-to-day operations of the Enterprise.

129. Through the Enterprise, and to further augment and compartmentalize the Enterprise, NUNVAV created a group of companies to hold title to multiple parcels of real estate located in Florida and elsewhere, as well as to hold title to multiple automobiles and/or other assets. Each of the United States PROPERTY DEFENDANTS is a Defendant herein, and each of the PROPERTY DEFENDANTS were formed and operated as alter egos and mere instrumentalities of NUNVAV in order to perpetrate a fraud on its creditors. NUNVAV and/or its coconspirators have caused the same group of accomplices to act as managers, members, officers, and/or directors of each of the PROPERTY DEFENDANTS, none of which observe legal formalities and/or statutory requirements, but instead are used for the purposes of NUNVAV and its coconspirators.

130. NUNVAV actively conspired with each other Defendant herein to coordinate, manage, and/or control the Enterprise. The logistics of coordinating and accounting for the multiple acquisitions, control, maintenance, and/or management of the Enterprise require and demonstrate that there was constant communication and coordination with the other PRINCIPAL DEFENDANTS, the PROPERTY DEFENDANTS, and persons working on their behalf. This communication and coordination continues to this day.

x. NUNVAV TECHNOLOGIES

131. NUNVAV TECHNOLOGIES is another of the companies used by the PRINCIPAL DEFENDANTS in the illegal scheme to steal funds from the government of MEXICO via the illicit contracting scheme. NUNVAV TECHNOLOGIES obtained illegal payments from the Plaintiff as part of this illegal contracting scheme. These payments were made by Plaintiff to NUNVAV TECHNOLOGIES accounts in Barbados and Mexico. Examples of payments sent by the Plaintiff to

the Defendant NUNVAV TECHNOLOGIES are listed in paragraph 43(a). NUNVAV TECHNOLOGIES then laundered those stolen funds in the United States and elsewhere. Examples of wire transfers from NUNVAV TECHNOLOGIES to the United States are listed in paragraph 44. NUNVAV TECHNOLOGIES conspired with other Defendants herein, as well as with additional non-defendants, to take unlawfully money from the government of MEXICO through bribery, bid tampering, and/or corruption in Mexico, and to create, maintain, and/or control the money-laundering Enterprise in the United States.

132. NUNVAV TECHNOLOGIES executed all or part of the illicit contracting scheme, and knowingly participated in contracting processes with the Mexican government while conspiring with the PRINCIPAL DEFENDANTS and others to override Mexican government contract and bidding procedures, and to ensure selection of NUNVAV TECHNOLOGIES for multiple government contracts, or received funds it knew came from such illegal contracting schemes. NUNVAV TECHNOLOGIES and its coconspirators then transferred the proceeds of this illegal contracting scheme to the United States, and used funds stolen from the government of MEXICO to create an Enterprise consisting of a series of companies in the United States and to acquire multiple pieces of real estate in Florida for that Enterprise.

133. NUNVAV TECHNOLOGIES and/or its coconspirators continue to control, maintain, and run the day-to-day operations of the Enterprise.

134. Through the Enterprise, and to further augment and compartmentalize the Enterprise, NUNVAV TECHNOLOGIES created a group of companies to hold title to multiple parcels of real estate located in Florida and elsewhere, as well as to hold title to multiple automobiles. Each of the United States PROPERTY DEFENDANTS is a Defendant herein, and each of the PROPERTY DEFENDANTS were formed and operated as alter egos and mere instrumentalities of NUNVAV

TECHNOLOGIES in order to perpetrate a fraud on its creditors. NUNVAV TECHNOLOGIES and/or its coconspirators have caused the same group of accomplices to act as managers, members, officers, and/or directors of each of the PROPERTY DEFENDANTS, none of which observe legal formalities and/or statutory requirements, but instead are used for the purposes of NUNVAV TECHNOLOGIES and its coconspirators.

135. NUNVAV TECHNOLOGIES actively conspired with each other Defendant herein to coordinate, manage, and/or control the Enterprise. The logistics of coordinating and accounting for the multiple acquisitions, control, maintenance, and/or management of the Enterprise require and demonstrate that there was constant communication and coordination with the other PRINCIPAL DEFENDANTS, the PROPERTY DEFENDANTS, and persons working on their behalf. This communication and coordination continues to this day.

xi. GULL HOLDINGS

136. GULL HOLDINGS was another of the companies used by the PRINCIPAL DEFENDANTS in the illegal scheme to steal funds from the government of MEXICO via the illicit contracting scheme. GULL HOLDINGS obtained illegal payments from the Plaintiff as part of this illegal contracting scheme. These payments were made by Plaintiff to GULL HOLDINGS accounts in Barbados and Mexico. Examples of payments sent by the Plaintiff to the Defendant GULL HOLDINGS are listed in paragraph 43(a). GULL HOLDINGS then laundered those stolen funds in the United States and elsewhere. Examples of wire transfers from Mexico at the direction of GULL HOLDINGS to / from the United States are listed in paragraph 43. GULL HOLDINGS conspired with other Defendants herein, as well as with additional non-defendants, to take unlawfully money from the government of MEXICO through fraud, bribery, bid tampering, and/or corruption in

Mexico, and to create, maintain, and/or control the money-laundering Enterprise in the United States.

137. GULL HOLDINGS executed all or part of the illicit contracting scheme, and knowingly participated in the contracting processes with the Mexican government while conspiring with the PRINCIPAL DEFENDANTS and others to override Mexican government contract and bidding procedures, and to ensure selection of GULL HOLDINGS for multiple government contracts, or received funds it knew came from such illegal contracting schemes. GULL HOLDINGS and its coconspirators then transferred the proceeds of this illegal contracting scheme to the United States, and used funds stolen from the government of MEXICO to create an Enterprise consisting of a series of companies in the United States and to acquire multiple pieces of real estate in Florida for that Enterprise.

138. GULL HOLDINGS and/or its coconspirators continue to control, maintain, and run the day-to-day operations of the Enterprise.

139. Through the Enterprise, and to further augment and compartmentalize the Enterprise, GULL HOLDINGS created a group of companies to hold title to multiple parcels of real estate located in Florida and elsewhere, as well as to hold title to multiple automobiles. Each of the United States PROPERTY DEFENDANTS is a Defendant herein, and each of the PROPERTY DEFENDANTS were formed and operated as alter egos and mere instrumentalities of GULL HOLDINGS in order to perpetrate a fraud on its creditors. GULL HOLDINGS and/or its coconspirators have caused the same group of accomplices to act as managers, members, officers, and/or directors of each of the PROPERTY DEFENDANTS, none of which observe legal formalities and/or statutory requirements, but instead are used for the purposes of GULL HOLDINGS and its coconspirators.

140. GULL HOLDINGS actively conspired with each other Defendant herein to coordinate, manage, and/or control the Enterprise. The logistics of coordinating and accounting for the multiple acquisitions, control, maintenance, and/or management of the Enterprise require and demonstrate that there was constant communication and coordination with the other PRINCIPAL DEFENDANTS, the PROPERTY DEFENDANTS, and persons working on their behalf. This communication and coordination continues to this day.

xii. GLAC MEXICO

141. GLAC MEXICO is another contracting company used by the PRINCIPAL DEFENDANTS in the illegal scheme to steal funds from the government of MEXICO via the illicit contracting scheme, and then laundered those stolen funds in the United States and elsewhere. GLAC MEXICO conspired with other Defendants herein, as well as with additional non-defendants, and provided use of its bank accounts in the United States and elsewhere to take unlawfully money from the government of MEXICO through bribery, bid tampering, and/or corruption in Mexico, and to create, maintain, and/or control the money-laundering Enterprise in the United States.

142. GLAC MEXICO was a contracting party that executed all or part of the illicit contracting scheme, and knowingly participated in the contracting processes with the Mexican government while conspiring with the PRINCIPAL DEFENDANTS and others to override Mexican government contract and bidding procedures, and to ensure selection of GLAC MEXICO for multiple government contracts. Examples of transfers from the Plaintiff to the Defendant GLAC MEXICO are listed in paragraph 44(a). GLAC MEXICO and its coconspirators then transferred the proceeds of this illegal contracting scheme to the United States, and used funds stolen from the government of MEXICO to create an Enterprise consisting of a series of companies in the United

States and to acquire multiple pieces of real estate in Florida for that Enterprise. Examples of transfers by Defendant GLAC MEXICO to the United States are listed in paragraph 44(b).

143. GLAC MEXICO and/or its coconspirators continue to control, maintain, and run the day-to-day operations of the Enterprise.

144. Through the Enterprise, and to further augment and compartmentalize the Enterprise, GLAC MEXICO created a group of companies to hold title to multiple parcels of real estate located in Florida and elsewhere, as well as to hold title to multiple automobiles. Each of the United States PROPERTY DEFENDANTS is a Defendant herein, and each of the PROPERTY DEFENDANTS were formed and operated as alter egos and mere instrumentalities of GLAC MEXICO in order to perpetrate a fraud on its creditors. GLAC MEXICO and/or its coconspirators have caused the same group of accomplices to act as managers, members, officers, and/or directors of each of the PROPERTY DEFENDANTS, none of which observe legal formalities and/or statutory requirements, but instead are used for the purposes of GLAC MEXICO and its coconspirators.

145. GLAC MEXICO actively conspired with each other Defendant herein to coordinate, manage, and/or control the Enterprise. The logistics of coordinating and accounting for the multiple acquisitions, control, maintenance, and/or management of the Enterprise require and demonstrate that there was constant communication and coordination with the other PRINCIPAL DEFENDANTS, the PROPERTY DEFENDANTS, and persons working on their behalf. This communication and coordination continues to this day.

b. The PROPERTY DEFENDANTS

146. As part of the Enterprise, the PRINCIPAL DEFENDANTS established multiple entities to carry out the laundering of funds stolen from the government of MEXICO through the illegal contracting scheme. These entities, at all times from their creation and continuing to the

present, were dominated and controlled by the PRINCIPAL DEFENDANTS, and were instrumentalities of the Florida RICO predicate acts described below for each PROPERTY DEFENDANT. All payments and financial transactions described below for each PROPERTY DEFENDANT were conducted with money stolen from the government of MEXICO and wired to the United States, or the proceeds thereof.

i. GL & ASSOCIATES CONSULTING LLC d/b/a GLAC SECURITY CONSULTING, TECHNOLOGY, RISK MANAGEMENT

147. Defendant GL & ASSOCIATES CONSULTING LLC was established on December 4, 2012. On April 24, 2015, Defendant GL & ASSOCIATES CONSULTING LLC registered to do business under the fictitious name of GLAC SECURITY CONSULTING, TECHNOLOGY, RISK MANAGEMENT. Managers, members, officers, authorized persons, and/or directors since its establishment have been GARCIA LUNA, Gabriel S. Diaz-Sariento, and Cesar Andres Giraldo.

148. Defendant GL & ASSOCIATES CONSULTING LLC had knowledge of the GARCIA LUNA criminal schemes and was a knowing and willing participant in the GARCIA LUNA money-laundering Enterprise described herein.

149. On August 30, 2018, GL & ASSOCIATES CONSULTING LLC acquired title to property located at 2980 Northeast 207th Street, Unit 507, Aventura, Florida, for the purchase price of USD \$1,224,000. This purchase price was paid with money stolen from the Plaintiff or with proceeds derived therefrom. Since acquisition, the property taxes on this property have been paid by GL & ASSOCIATES CONSULTING LLC. The funds used to maintain the property were stolen from the Plaintiff or derived from proceeds thereof.

150. On May 18, 2021, GL & ASSOCIATES CONSULTING LLC sold the property to a third party for USD \$1,050,000.

151. Defendant GL & ASSOCIATES CONSULTING LLC engaged in multiple transactions with money stolen from the Plaintiff or with proceeds derived therefrom. These transactions included, but are not limited to the transfers set out in paragraphs 43, 48(a), and 48(b).

152. On June 13, 2013, Defendant GL & ASSOCIATES CONSULTING LLC acquired title to a 2014 Mazda CX-5 Grand Touring, with VIN number JM3KE2DYXE0324531, with funds stolen from the Plaintiff or with proceeds derived therefrom. On October 11, 2019, Defendant GL & ASSOCIATES CONSULTING LLC transferred title to a third party. During the period it was held, this vehicle was maintained with funds stolen from the Plaintiff or derived from proceeds thereof.

ii. DELTA INTEGRATOR LLC

153. Defendant DELTA INTEGRATOR LLC was established on April 23, 2015. Managers, members, officers, authorized persons, and/or directors since its establishment have been PEREYRA DE GARCIA, GARCIA LUNA, Gabriel S. Diaz-Sarmiento, and Cesar Andres Giraldo.

154. Defendant DELTA INTEGRATOR LLC had knowledge of the GARCIA LUNA criminal government-contracting and money-laundering schemes described herein, and was a knowing and willing participant in the GARCIA LUNA money-laundering Enterprise described herein.

155. On September 21, 2018, DELTA INTEGRATOR LLC acquired title to property located at 2960 Northeast 207th Street, Unit 505, Aventura, Florida, for the purchase price of USD \$898,000. This purchase price was paid with money stolen from the Plaintiff or with proceeds derived therefrom. Since acquisition, the property taxes on this property have been paid by DELTA INTEGRATOR LLC. The funds used to maintain the property were stolen from the Plaintiff or derived from proceeds thereof.

156. On March 30, 2021, DELTA INTEGRATOR LLC through its agent, entered into a Mortgage Deed, Security Agreement, Fixture Filing and Assignment of Leases and Rents with Equity Trust Company, Custodian for the Benefit of Alec Ross IRA Account for USD \$1,000,000. The payments made on the mortgage were made with money stolen from the Plaintiff or with proceeds derived therefrom.

157. Defendant DELTA INTEGRATOR LLC engaged in multiple transactions with money stolen from the Plaintiff or with proceeds derived therefrom. These transactions included, but are not limited to the transfers set out in paragraphs 48(a) and 48(b), and a transaction dated September 25, 2018, where a third-party received USD \$872,000 from third-parties on behalf of Defendant DELTA INTEGRATOR LLC for a real estate transaction.

158. On November 16, 2018, DELTA INTEGRATOR LLC acquired title to property located at 2920 Northeast 207th Street, Units 1008, 1009, 1010, and 1011, Aventura, Florida, for the purchase price of USD \$2,982,700. This purchase price was paid with money stolen from the Plaintiff or with proceeds derived therefrom. Since acquisition, the property taxes on these properties have been paid by DELTA INTEGRATOR LLC. The funds used to maintain the property were stolen from the Plaintiff or derived from proceeds thereof.

159. On March 30, 2021, DELTA INTEGRATOR LLC through its agent, entered into a Mortgage Deed, Security Agreement, Fixture Filing and Assignment of Leases and Rents with Equity Trust Company, Custodian for the Benefit of Alec Ross IRA Account for USD \$1,000,000. The payments made on the mortgage were made with money stolen from the Plaintiff or with proceeds derived therefrom.

160. On August 10, 2021, DELTA INTEGRATOR LLC, through its agents sold the property to a third party for USD \$550,000.

161. On July 8, 2013, Defendant DELTA INTEGRATOR LLC acquired title to a 1970 Ford Mustang, with VIN number 0R02F149876, with funds stolen from the Plaintiff or with proceeds derived therefrom. Since its acquisition, this vehicle has been maintained with funds stolen from the Plaintiff or with proceeds derived therefrom.

162. On July 8, 2013, Defendant DELTA INTEGRATOR LLC acquired title to a 1970 Ford Mustang, with VIN number 0T05M127231, with funds stolen from the Plaintiff or with proceeds derived therefrom. Since its acquisition, this vehicle has been maintained with funds stolen from the Plaintiff or with proceeds derived therefrom.

163. On August 31, 2013, Defendant DELTA INTEGRATOR LLC acquired title to a 1975 Mercury Montego MX, with VIN number 5F07T714818, with funds stolen from the Plaintiff or with proceeds derived therefrom. Since its acquisition, this vehicle has been maintained with funds stolen from the Plaintiff or with proceeds derived therefrom.

164. On August 31, 2013, Defendant DELTA INTEGRATOR LLC acquired title to a 1967 Ford Mustang, with VIN number 7T01C284391, with funds stolen from the Plaintiff or with proceeds derived therefrom. Since its acquisition, this vehicle has been maintained with funds stolen from the Plaintiff or with proceeds derived therefrom.

165. On August 31, 2013, Defendant DELTA INTEGRATOR LLC acquired title to a 1969 Ford Mustang, with VIN number 9F02L204006, with funds stolen from the Plaintiff or with proceeds derived therefrom. Since its acquisition, this vehicle has been maintained with funds stolen from the Plaintiff or with proceeds derived therefrom.

166. On August 31, 2013, Defendant DELTA INTEGRATOR LLC acquired title to a 1970 Ford Mustang, with VIN number 0F03F182575, with funds stolen from the Plaintiff or with

proceeds derived therefrom. Since its acquisition, this vehicle has been maintained with funds stolen from the Plaintiff or with proceeds derived therefrom.

167. On October 21, 2013, Defendant DELTA INTEGRATOR LLC acquired title to a 1970 Ford Mustang, with VIN number 0F05H107907, with funds stolen from the Plaintiff or with proceeds derived therefrom. Since its acquisition, this vehicle has been maintained with funds stolen from the Plaintiff or with proceeds derived therefrom.

168. On July 7, 2014, Defendant DELTA INTEGRATOR LLC acquired title to a 2007 Harley-Davidson VRSCA, with VIN number 5HD1HFZ167K800352, with funds stolen from the Plaintiff or with proceeds derived therefrom. Since its acquisition, this vehicle has been maintained with funds stolen from the Plaintiff or with proceeds derived therefrom.

169. On July 7, 2014, Defendant DELTA INTEGRATOR LLC acquired title to a 2009 Harley-Davidson Electra Glide Ultra with VIN number 5HD1FC4129Y628817, with funds stolen from the Plaintiff or with proceeds derived therefrom. Since its acquisition, this vehicle has been maintained with funds stolen from the Plaintiff or with proceeds derived therefrom.

170. On August 5, 2014, Defendant DELTA INTEGRATOR LLC acquired title to a 1970 Ford Mustang, with VIN number 0F02F104611, with funds stolen from the Plaintiff or with proceeds derived therefrom. Since its acquisition, this vehicle has been maintained with funds stolen from the Plaintiff or with proceeds derived therefrom.

171. On January 16, 2015, Defendant DELTA INTEGRATOR LLC acquired title to a 1968 Ford Mustang, with VIN number 8F02C206946, with funds stolen from the Plaintiff or with proceeds derived therefrom. Since its acquisition, this vehicle has been maintained with funds stolen from the Plaintiff or with proceeds derived therefrom.

172. On July 12, 2016, Defendant DELTA INTEGRATOR LLC acquired title to a 2012 Mercedes Benz GL450, with VIN number 4JGBF7BEXCA802042, with funds stolen from the Plaintiff or with proceeds derived therefrom. Since its acquisition, this vehicle has been maintained with funds stolen from the Plaintiff or with proceeds derived therefrom.

iii. JAGRA LLC

173. Defendant JAGRA LLC was established on October 25, 2018. Managers, members, officers, authorized persons, and/or directors since its establishment have been Gabriel S. Diaz-Sarmiento.

174. Defendant JAGRA LLC had knowledge of the GARCIA LUNA criminal government-contracting and money-laundering schemes described herein, and was a knowing and willing participant in the GARCIA LUNA money-laundering Enterprise described herein.

175. On November 16, 2018, JAGRA LLC acquired title to property located at 2920 Northeast 207th Street, Units 1007, Aventura, Florida, for the purchase price of USD \$641,500. This purchase price was paid with money stolen from the Plaintiff or with proceeds derived therefrom. Since acquisition, the property taxes on these properties have been paid by JAGRA LLC. The funds used to maintain the property taxes were stolen from the Plaintiff or with proceeds derived therefrom.

iv. BELLINI WI 1501, CORP.

176. Defendant BELLINI WI 1501, CORP. was established on November 2, 2012. Managers, members, officers, authorized persons, and/or directors since its establishment have been WEINBERG PINTO, Gabriel S. Diaz-Sarmiento, and NIEMBRO GONZALEZ.

177. Defendant BELLINI WI 1501, CORP. had knowledge of the GARCIA LUNA criminal government-contracting and money-laundering schemes described herein, and was a

knowing and willing participant in the GARCIA LUNA money-laundering Enterprise described herein.

178. On October 25, 2013, BELLINI WI 1501, CORP. acquired title to property located at 4100 Island Boulevard, Unit 1501, Aventura, Florida, for the purchase price of USD \$1,187,500. This purchase price was paid with money stolen from the Plaintiff or with proceeds derived therefrom. Since acquisition, the taxes on the subject property have been paid by NIEMBRO GONZALEZ and NIETO DE NIEMBRO. The funds used to maintain the property were stolen from the Plaintiff or with proceeds derived therefrom.

179. On May 1, 2017, BELLINI WI 1501, CORP. quitclaimed the property to Defendants NIEMBRO GONZALEZ and NIETO DE NIEMBRO.

180. On October 4, 2017, NIEMBRO GONZALEZ and NIETO DE NIEMBRO then quitclaimed the property to NIETO DE NIEMBRO.

v. 274 SIGB LLC

181. Defendant 274 SIGB LLC was established on August 27, 2012. Managers, members, officers, authorized persons, and/or directors since its establishment have been Alvaro Cordoba and Gabriel S. Diaz Sarmiento.

182. Defendant 274 SIGB LLC had knowledge of the GARCIA LUNA criminal government-contracting and money-laundering schemes described herein, and was a knowing and willing participant in the GARCIA LUNA money-laundering Enterprise described herein.

183. On October 12, 2012, 274 SIGB LLC acquired title to property located at 274 S. Island Drive, Golden Beach, Florida, for the purchase price of USD \$3,300,000. This purchase price was paid with money stolen from the Plaintiff or with proceeds derived therefrom. During the time of ownership by SIGB LLC, the taxes on the subject property were paid by 274 SIGB LLC, W

GOURMET GROUP L.L.C., and WEINBERG LOPEZ. The funds used to maintain the property were stolen from the Plaintiff or with proceeds derived therefrom.

184. On October 20, 2016, 274 SIGB LLC sold the property to third parties for USD \$3,925,000.

185. On February 5, 2013, Defendant 274 SIGB LLC acquired title to a 2013 Sea Ray, with Registration number FL4709PL and Hull Number SERP8013H213, with funds stolen from the Plaintiff or with proceeds derived therefrom. Since its acquisition, this vessel has been maintained with funds stolen from the Plaintiff or with proceeds derived therefrom.

vi. VFST, LLC

186. Defendant VFST, LLC was established on June 10, 2014. Managers, members, officers, authorized persons, and/or directors since its establishment have been WEINBERG PINTO, Ivan Ramirez, and Vanessa Piedrahita.

187. Defendant VFST, LLC had knowledge of the GARCIA LUNA criminal government-contracting and money-laundering schemes described herein, and was a knowing and willing participant in the GARCIA LUNA money-laundering Enterprise described herein.

188. On July 1, 2014, VFST, LLC acquired title to property located at 1524 Island Boulevard, Unit 13, Aventura, Florida, for the purchase price of USD \$4,400,000. This purchase price was paid with money stolen from the Plaintiff or with proceeds derived therefrom. Since acquisition, the property taxes on this property have been paid by VFST, LLC, W GOURMET GROUP L.L.C., and WEINBERG PINTO. The funds used to maintain the property were stolen from the Plaintiff or with proceeds derived therefrom.

189. On July 25, 2017, VFST, LLC, through its agent, entered into a Mortgage and Security Agreement with Fryd Mortgage LLC for USD \$2,100,000. The payments made on the mortgage were made with money stolen from the Plaintiff or with proceeds derived therefrom.

190. On April 8, 2020, VFST, LLC, through its agent, entered into a First Modification of Mortgage extending the maturity date to March 1, 2021. The payments made on the mortgage were made with money stolen from the Plaintiff or with proceeds derived therefrom.

191. On May 28, 2021, VFST, LLC, through its agent, entered into a Second Modification of Mortgage extending the maturity date to March 1, 2022. The payments made on the mortgage were made with money stolen from the Plaintiff or with proceeds derived therefrom.

192. In addition to the above, Defendant VFST, LLC engaged in multiple transactions with money stolen from the Plaintiff or with proceeds derived therefrom. These transactions included, but are not limited to, the transfers set out in paragraph 48(a).

vii. 1104 SOUTH STREET LLC

193. Defendant 1104 SOUTH STREET LLC was established on May 16, 2016. Managers, members, officers, authorized persons, and/or directors since its establishment have been Diamond Dynasty Group Holdings LLC and PINTO DE WEINBERG.

194. Defendant 1104 SOUTH STREET LLC had knowledge of the GARCIA LUNA criminal government-contracting and money-laundering schemes described herein, and was a knowing and willing participant in the GARCIA LUNA money-laundering Enterprise described herein.

195. On June 20, 2016, 1104 SOUTH STREET LLC acquired title to property located at 1104 South Street, Key West, Florida, for the purchase price of USD \$1,800,000. This purchase price was paid with money stolen from the Plaintiff or with proceeds derived therefrom. Since

acquisition, the property taxes on this property have been paid by WEINBERG LOPEZ, and others. The funds used to maintain the property were stolen from the Plaintiff or with proceeds derived therefrom.

196. On April 5, 2018, 1104 SOUTH STREET LLC, through its agent SYLVIA DONNA PINTO WEINBERG, entered into a Mortgage and Security Agreement with Fryd Mortgage LLC. The payments made on the mortgage were made with money stolen from the Plaintiff or with proceeds derived therefrom.

197. In addition to the above, Defendant 1104 SOUTH STREET LLC engaged in multiple additional transactions with money stolen from the Plaintiff or with proceeds derived therefrom. These transactions included, but are not limited to, the transfers set out in paragraph 48(a).

viii. PENINSULA CAS II LLC, individually and as successor in interest by merger with PENINSULA CAS LLC

198. PENINSULA CAS LLC was established on April 7, 2009. Managers, members, officers, authorized persons, and/or director since its establishment have been Carlota Goeters Arbide, Gabriel S. Diaz-Sarmiento, and Vanessa Piedrahita.

199. PENINSULA CAS LLC and Defendant PENINSULA CAS II LLC had knowledge of the GARCIA LUNA criminal government-contracting and money-laundering schemes described herein and were knowing and willing participants in the GARCIA LUNA money-laundering Enterprise described herein.

200. On April 13, 2009, PENINSULA CAS LLC acquired title to property located at 3301 Northeast 183 Street, Unit 1805, Aventura, Florida, for the purchase price of USD \$600,000. Since acquisition, the property taxes on this property have been paid by PENINSULA CAS LLC, W

GOURMET GROUP L.L.C., WEINBERG PINTO, Rok Miami Seven LLC, and others. The funds used to maintain the property were stolen from the Plaintiff or with proceeds derived therefrom.

201. On August 22, 2016, PENINSULA CAS LLC merged into PENINSULA CAS II LLC. PENINSULA CAS II LLC, a Delaware limited liability company, which received authorization to conduct business in Florida on August 1, 2016. Managers, members, officers, authorized persons, and/or directors since its establishment have been Vanessa Piedrahita.

202. On August 31, 2016, PENINSULA CAS LLC deeded the property to Defendant PENINSULA CAS II LLC.

203. On December 19, 2017, JADE OCEAN 3203 II, LLC through its agent Vanessa Piedrahita, entered into a Mortgage Assignment of Leases and Rents, Security Agreement and Fixture Filing with Rok Miami Seven LLC. For purposes of the mortgage, the property was packaged with other properties owned by additional PROPERTY DEFENDANTS. The payments made on the mortgage were made with money stolen from the Plaintiff or with proceeds derived therefrom.

204. On February 21, 2020, PENINSULA CAS II LLC, through its agents, entered into an Amended and Restated Collateral Assignment of Note, Mortgage and Other Loan Documents. The payments made on the mortgage were made with money stolen from the Plaintiff or with proceeds derived therefrom.

205. On July 12, 2021, a Satisfaction of Mortgage was signed releasing PENINSULA CAS II, LLC from the December 19, 2017, Mortgage Assignment of Leases and Rents, Security Agreement and Fixture Filing with Rok Miami Seven LLC.

206. In addition to the above, Defendant PENINSULA CAS II LLC engaged in multiple additional transactions with money stolen from the Plaintiff or with proceeds derived therefrom. These transactions included, but are not limited to the transfers set out in paragraph 48(a).

ix. PENINSULA MAS II LLC individually and as successor in interest by merger with PENINSULA MAS LLC

207. PENINSULA MAS LLC was established on June 7, 2010. Managers, members, officers, authorized persons, and/or directors since its establishment have been PINTO DE WEINBERG, Gabriel S. Diaz-Sarmiento, and Venessa Piedrahita.

208. PENINSULA MAS LLC and Defendant PENINSULA MAS II LLC had knowledge of the GARCIA LUNA criminal government-contracting and money-laundering schemes described herein, and were knowing and willing participants in the GARCIA LUNA money-laundering Enterprise described herein.

209. On June 14, 2010, PENINSULA MAS, LLC acquired title to property located at 3301 Northeast 183 Street, Unit 2305, Aventura, Florida, for the purchase price of USD \$600,000. Since acquisition, the property taxes on this property have been paid by PENINSULA MAS LLC, W GOURMET GROUP L.L.C., WEINBERG LOPEZ, and others. The funds used to maintain the property were stolen from the Plaintiff or with proceeds derived therefrom.

210. On February 4, 2013, PENINSULA MAS LLC, through its agent WEINBERG PINTO, entered into a Mortgage for USD \$1,750,000 with DG Resources LLC. For purposes of the mortgage, the property was packaged with other properties owned by additional PROPERTY DEFENDANTS. The payments made on the mortgage were made with money stolen from the Plaintiff or with proceeds derived therefrom.

211. On April 7, 2014, PENINSULA MAS LLC through its agent Gabriel S. Diaz-Sarmiento, entered into a Modification of Mortgage for a new mortgage of USD \$1,900,000 with DG Resources LLC. The property was packaged with other properties owned by additional PROPERTY DEFENDANTS. The payments made on the mortgage were made with money stolen from the Plaintiff or with proceeds derived therefrom.

212. On June 18, 2014, PENINSULA MAS, LLC, through its agent Gabriel S. Diaz-Sarmiento, entered into a Mortgage and Security Agreement with Chemtov Mortgage in the amount of USD \$3.4 million dollars. The property was packaged with other properties owned by additional PROPERTY DEFENDANTS. The payments made on the mortgage were made with money stolen from the Plaintiff or with proceeds derived therefrom.

213. On June 19, 2014, PENINSULA MAS LLC was released from the DG Resources LLC Mortgage entered into on February 4, 2013, and the Modification on April 7, 2014. Again for these purposes, the property was packaged with other properties owned by additional PROPERTY DEFENDANTS. The payments made on the mortgage were made with money stolen from the Plaintiff or with proceeds derived therefrom.

214. On December 11, 2015, PENINSULA MAS LLC, through its agent MAURICIO S. WEINBERG, entered into a Mortgage and Security Agreement with Simon Feldstein as Trustee of the Simon Feldstein Living Trust dated 12/17/2008 for \$400,000. The payments made on the mortgage were made with money stolen from the Plaintiff or with proceeds derived therefrom.

215. On August 22, 2016, PENINSULA MAS LLC merged into PENINSULA MAS II LLC. PENINSULA MAS II LLC, a Delaware limited liability company, which received authorization to conduct business in Florida on August 1, 2016. Managers, members, officers, authorized persons, and/or directors since its establishment have been Vanessa Piedrahita.

216. On August 31, 2016, PENINSULA MAS LLC deeded the property to PENINSULA MAS II LLC.

217. On September 27, 2016, PENINSULA MAS II LLC through its agent Vanessa Piedrahita, entered into an Agreement for Modification of Promissory Note and Mortgage and Security Agreement effective July 1, 2016. The property was packaged with other properties owned by additional PROPERTY DEFENDANTS. The payments made on the mortgage were made with money stolen from the Plaintiff or with proceeds derived therefrom.

218. In addition to the above, Defendant PENINSULA MAS II LLC engaged in multiple additional transactions with money stolen from the Plaintiff or with proceeds derived therefrom. These transactions include, but are not limited to the transfers set out in paragraph 48(a).

x. JADE OCEAN 3203 II, LLC individually and as successor in interest by merger with JADE OCEAN 3203, LLC

219. JADE OCEAN 3203, LLC was established on July 16, 2010. Managers, members, officers, authorized persons, and/or directors since its establishment have been PINTO DE WEINBERG, Alvaro Cordoba, Gabriel S. Diaz-Sarmiento, and Vanessa Piedrahita.

220. JADE OCEAN 3203, LLC and Defendant JADE OCEAN 3203 II, LLC, had knowledge of the GARCIA LUNA criminal government-contracting and money-laundering schemes described herein, and were knowing and willing participants in the GARCIA LUNA money-laundering Enterprise described herein.

221. On July 23, 2010, JADE OCEAN 3203, LLC acquired title to property located at 17121 Collins Avenue, Unit 3203, Sunny Isles Beach, Florida 33160, for the purchase price of USD \$990,000. Since acquisition, the property taxes on this property have been paid by W GOURMET

GROUP L.L.C., WEINBERG LOPEZ, SDSW DYNASTY TRUST, and others. The funds used to maintain the property were stolen from the Plaintiff or were proceeds derived therefrom.

222. On September 30, 2011, JADE OCEAN 3203, LLC, PINTO DE WEINBERG, and WEINBERG LOPEZ entered into a Mortgage with Helm Bank USA for USD \$1 million dollars. The property was packaged with other properties owned by additional PROPERTY DEFENDANTS. The payments made on the mortgage were made with money stolen from the Plaintiff or with proceeds derived therefrom.

223. On June 18, 2014, JADE OCEAN 3203, LLC, through its agent Gabriel S. Diaz-Sarmiento, entered into a Mortgage and Security Agreement with Chemtov Mortgage Group Corp., in the amount of USD \$3.4 million dollars on the subject property. The property was packaged with other properties owned by additional PROPERTY DEFENDANTS. The payments made on the mortgage were made with money stolen from the Plaintiff or with proceeds derived therefrom.

224. On August 22, 2016, JADE OCEAN 3203, LLC merged into JADE OCEAN 3203 II, LLC. JADE OCEAN 3203 II, LLC, a Delaware limited liability company, which received authorization to conduct business in Florida on September 13, 2016. Managers, members, officers, authorized persons, and/or directors since its establishment have been Vanessa Pierahita. On August 31, 2016, JADE OCEAN 3203, LLC quitclaimed the property to JADE OCEAN 3203 II, LLC.

225. On August 31, 2016, JADE OCEAN 3203, LLC deeded the property to JADE OCEAN 3203 II, LLC.

226. On September 27, 2016, JADE OCEAN 3203 II, LLC, through its agent Vanessa Piedrahita, entered into an Agreement for Modification of Promissory Note and Mortgage and Security Agreement effective July 1, 2016. The property was packaged with other properties owned

by additional PROPERTY DEFENDANTS. The payments made on the mortgage were made with money stolen from the Plaintiff or with proceeds derived therefrom.

227. On September 27, 2016, JADE OCEAN 3203 II, LLC, through its agent Vanessa Piedrahita, entered into an Agreement for Modification of Promissory Note and Mortgage and Security Agreement. The payments made on the mortgage were made with money stolen from the Plaintiff or with proceeds derived therefrom.

228. On December 19, 2017, JADE OCEAN 3203 II, LLC, through its agent Vanessa Piedrahita, entered into a Mortgage Assignment of Leases and Rents, Security Agreement and Fixture Filing with Rok Miami Seven LLC. The property was packaged with other properties owned by additional PROPERTY DEFENDANTS. The payments made on the mortgage were made with money stolen from the Plaintiff or with proceeds derived therefrom.

229. On December 29, 2017, a Satisfaction of Mortgage was signed releasing JADE OCEAN 3203, LLC from the June 18, 2014, and September 27, 2016, Mortgage and Security Agreements. The property was packaged with other properties owned by additional PROPERTY DEFENDANTS. The payments made on the mortgage were made with money stolen from the Plaintiff or with proceeds derived therefrom.

230. On February 21, 2020, JADE OCEAN 3203 II, LLC, through its agents, entered into an Amended and Restated Collateral Assignment of Note, Mortgage and Other Loan Documents. The payments made on the mortgage were made with money stolen from the Plaintiff or with proceeds derived therefrom. The payments made on the mortgage were made with money stolen from Plaintiff or with proceeds derived therefrom.

231. On July 6, 2021, JADE OCEAN 3203 II, LLC, through its agent Vanessa Piedrahita, entered into a Mortgage Deed, Security Agreement, Fixture Filing, and Assignment of Leases and

Rents with Equity Trustee Company. The Mortgage Note was signed by Vanessa Piedrahita as agent for JADE OCEAN 3203 II, LLC, WEINBERG LOPEZ individually, and PINTO DE WEINBERG individually. The property was packaged with other properties owned by additional PROPERTY DEFENDANTS. The payments made on the mortgage were made with money stolen from the Plaintiff or with proceeds derived therefrom.

232. On July 12, 2021, a Satisfaction of Mortgage was signed releasing JADE OCEAN 3203 II, LLC from the December 19, 2017, Mortgage Assignment of Leases and Rents, Security Agreement and Fixture Filing with Rok Miami Seven LLC.

233. In addition to the above, Defendant JADE OCEAN 3203 II, LLC engaged in multiple additional transactions with money stolen from the Plaintiff or with proceeds derived therefrom. These transactions include, but are not limited to the transfers set out in paragraph 48(a).

xi. JADE OCEAN 3603, LLC

234. Defendant JADE OCEAN 3603, LLC was established on July 16, 2010. Managers, members, officers, authorized persons, and/or directors since its establishment have been WEINBERG LOPEZ, Gabriel S. Diaz-Sarmiento, and Vanessa Piedrahita.

235. Defendant JADE OCEAN 3603, LLC had knowledge of the GARCIA LUNA criminal government-contracting and money-laundering schemes described herein, and was a knowing and willing participant in the GARCIA LUNA money-laundering Enterprise described herein.

236. On July 23, 2010, JADE OCEAN 3603, LLC, acquired title to property located at 17121 Collins Avenue, Unit 3603, Sunny Isles Beach, Florida 33160, for the purchase price of USD \$1,010,000. Since acquisition, the property taxes on this property have been paid by W GOURMET GROUP L.L.C., WEINBERG LOPEZ, SDSW DYNASTY TRUST, JADE OCEAN 3203 II LLC,

and others. The funds used to maintain the property were stolen from the Plaintiff or were proceeds derived therefrom.

237. On September 30, 2011, JADE OCEAN 3603, LLC deeded the property to JADE OCEAN 3203, LLC.

238. On September 30, 2011, JADE OCEAN 3203, LLC, PINTO DE WEINBERG, and WEINBERG LOPEZ entered into a Mortgage with Helm Bank USA for USD \$1 million dollars. The property was packaged with other properties owned by additional PROPERTY DEFENDANTS. The payments made on the mortgage were made with money stolen from the Plaintiff or with proceeds derived therefrom.

239. On June 18, 2014, JADE OCEAN 3203, LLC, through its agent Gabriel S. Diaz-Sariento, entered into a Mortgage and Security Agreement with Chemtov Mortgage Group Corp. in the amount of USD \$3.4 million dollars on the subject property. The property was packaged with other properties owned by additional PROPERTY DEFENDANTS. The payments made on the mortgage were made with money stolen from the Plaintiff or with proceeds derived therefrom.

240. On August 22, 2016, JADE OCEAN 3203, LLC merged into JADE OCEAN 3203 II, LLC. JADE OCEAN 3203 II, LLC, a Delaware limited liability company, which received authorization to conduct business in Florida on September 13, 2016. Managers, members, officers, authorized persons, and/or directors since its establishment have been Vanessa Piedrahita.

241. On August 31, 2016, JADE OCEAN 3203, LLC deeded the property to JADE OCEAN 3203 II, LLC.

242. On September 27, 2016, JADE OCEAN 3203 II, LLC, through its agent Vanessa Piedrahiga, entered into an Agreement for Modification of Promissory Note and Mortgage and

Security Agreement. The payments made on the mortgage were made with money stolen from the Plaintiff or with proceeds derived therefrom.

243. On December 19, 2017, JADE OCEAN 3203 II, LLC, through its agent Vanessa Piedrahita, entered into a Mortgage Assignment of Leases and Rents, Security Agreement and Fixture Filing with Rok Miami Seven LLC. The property was packaged with other properties owned by additional PROPERTY DEFENDANTS. The payments made on the mortgage were made with money stolen from the Plaintiff or with proceeds derived therefrom.

244. On December 29, 2017, a Satisfaction of Mortgage was signed releasing JADE OCEAN 3203, LLC from the June 18, 2014, and September 27, 2016, Mortgage and Security Agreements. The property was packaged with other properties owned by additional PROPERTY DEFENDANTS. The payments made on the mortgage were made with money stolen from the Plaintiff or with proceeds derived therefrom.

245. On February 21, 2020, JADE OCEAN 3203 II, LLC, through its agents, entered into an Amended and Restated Collateral Assignment of Note, Mortgage and Other Loan Documents. The payments made on the mortgage were made with money stolen from the Plaintiff or with proceeds derived therefrom. The payments made on the mortgage were made with money stolen from Plaintiff or with proceeds derived therefrom.

246. On July 12, 2021, a Satisfaction of Mortgage was signed releasing JADE OCEAN 3203 II, LLC from the December 19, 2017, Mortgage Assignment of Leases and Rents, Security Agreement and Fixture Filing with Rok Miami Seven LLC.

xii. BRILL 5002 II LLC individually and as successor in interest by merger with BRILL 5002 LLC

247. Defendant BRILL 5002, LLC, was established on July 28, 2010. Managers, members, officers, authorized persons, and/or directors since its establishment have been WEINBERG PINTO, Gabriel S. Diaz-Sarmiento, and Vanessa Piedrahita.

248. BRILL 5002 LLC and Defendant BRILL 5002 II LLC, had knowledge of the GARCIA LUNA criminal government-contracting and money-laundering schemes described herein, and were knowing and willing participants in the GARCIA LUNA money-laundering Enterprise described herein.

249. On August 2, 2010, WEINBERG PINTO, acquired title to property located at 495 Brickell Avenue, Unit 5002, Aventura, Florida, for the purchase price of USD \$621,000. Since acquisition, the property taxes on this property have been paid by BRILL 5002 LLC, WEINBERG PINTO, W GOURMET GROUP L.L.C., BRILL 5002 II LLC, and others. A tax certificate has been issued and has not been redeemed for the tax year 2020. The funds used to maintain the property were stolen from the Plaintiff or were proceeds derived therefrom.

250. On August 2, 2010, a Corrective Deed, which was not recorded until September 30, 2010, was entered into to reflect BRILL 5002 LLC as title owner to the subject property.

251. On January 14, 2011, JONATHAN WEINBERG deeded the property to BRILL 5002 LLC.

252. On August 22, 2016, BRILL 5002 LLC merged into BRILL 5002 II LLC. BRILL 5002 II LLC, a Delaware limited liability company, which received authorization to conduct business in Florida on August 12, 2016. Managers, members, officers, authorized persons, and/or directors since its establishment have been Vanessa Piedrahita.

253. On August 31, 2016, BRILL 5002 LLC deeded the property to BRILL 5002 II LLC.

254. On April 5, 2018, BRILL 5002 II LLC, through its agent Vanessa Piedrahita, entered into a Mortgage and Security Agreement with Fryd Mortgage LLC. The payments made on the mortgage were made with money stolen from the Plaintiff or with proceeds derived therefrom.

255. In addition to the above, Defendant BRILL 5002 II LLC engaged in multiple additional transactions with money stolen from the Plaintiff or with proceeds derived therefrom. These transactions include, but are not limited to the transfers set out in paragraph 48(a).

xiii. ICON BRICKELL 3802 LLC

256. Defendant ICON BRICKELL 3802 LLC, was established on July 30, 2010. Managers, members, officers, authorized persons, and/or directors since its establishment have been WANCIER TAUB, Sandra Pena, Gabriel S. Diaz-Sarmiento, and Vanessa Piedrahita.

257. Defendant ICON BRICKELL 3802 LLC had knowledge of the GARCIA LUNA criminal government-contracting and money-laundering schemes described herein, and was a knowing and willing participant in the GARCIA LUNA money-laundering Enterprise described herein.

258. On August 2, 2010, ICON BRICKELL 3802 LLC, acquired title to property located at 495 Brickell Avenue, Unit 3802, Aventura, Florida, for the purchase price of USD \$598,000. Since acquisition, the property taxes on this property have been paid by ICON BRICKELL 3802 LLC, W GOURMET GROUP L.L.C., 2903 Pen II LLC, WANCIER TAUB, and ASW HOLDINGS LLC. The funds used to maintain the property were stolen from the Plaintiff or were proceeds derived therefrom.

259. On June 28, 2019, ICON BRICKELL 3802 LLC, through its agent Vanessa Piedrahita, entered into a Mortgage and Security Agreement with Chemtov Mortgage Group Corp.

The payments made on the mortgage were made with money stolen from the Plaintiff or with proceeds derived therefrom.

260. On July 16, 2021, ICON BRICKELL 3802 LLC sold the subject property to a third party for USD \$905,000.

xiv. PENINSULA SNDS LLC

261. Defendant PENINSULA SNDS LLC was established on June 9, 2010. Managers, members, officers, authorized persons, and/or directors since its establishment have been WANCIER TAUB and Gabriel S. Diaz-Sarmiento.

262. Defendant PENINSULA SNDS LLC had knowledge of the GARCIA LUNA criminal government-contracting and money-laundering schemes described herein, and was a knowing and willing participant in the GARCIA LUNA money-laundering Enterprise described herein.

263. On September 21, 2010, PENINSULA SNDS LLC acquired title to property located at 3301 Northeast 183rd Street, Unit 1505, Aventura, Florida, for the purchase price of USD \$600,000. Since acquisition, the property taxes on this property have been paid by PENINSULA SNDS LLC, W GOURMET GROUP L.L.C., WANCIER TAUB, Concorde Land Title Services Inc., 2903 Pen II LLC, and ASW HOLDINGS LLC. The funds used to maintain the property were stolen from the Plaintiff or were proceeds derived therefrom.

264. On May 22, 2019, PENINSULA SNDS, LLC, through its agent Vanessa Piedrahita, entered into a Mortgage and Security Agreement with Ricardo Daher. The payments made on the mortgage were made with money stolen from the Plaintiff or with proceeds derived therefrom.

265. On January 8, 2020, PENINSULA SNDS, LLC received a Satisfaction of Mortgage from Ricardo Daher for the Mortgage and Security Agreement executed on May 22, 2019.

266. In addition to the above, Defendant PENINSULA SNDS, LLC engaged in multiple additional transactions with money stolen from the Plaintiff or with proceeds derived therefrom. These transactions include, but are not limited to the transfers set out in paragraph 48(a).

xv. PENINSULA SMS LLC

267. Defendant PENINSULA SMS LLC was established on April 7, 2009. Managers, members, officers, authorized persons, and/or directors since its establishment have been PINTO DE WEINBERG, Gabriel S. Diaz-Sarmiento, and Vanessa Piedrahita.

268. Defendant PENINSULA SMS LLC had knowledge of the GARCIA LUNA criminal government-contracting and money-laundering schemes described herein, and was a knowing and willing participant in the GARCIA LUNA money-laundering Enterprise described herein.

269. On February 14, 2014, PENINSULA SMS LLC (Mortgagee) entered into a Mortgage and Security Agreement with PENINSULA 2304 LLC (Mortgagor) for USD \$700,000 for the property located at 3301 Northeast 183rd Street, Unit 2304, Aventura, Florida. The mortgage and the payments made on the mortgage were made with money stolen from the Plaintiff or with proceeds derived therefrom.

270. On February 14, 2014, but not recorded until May 6, 2015, PENINSULA SMS LLC entered a Satisfaction of Mortgage releasing PENINSULA 2304 LLC.

271. On May 6, 2015, PENINSULA SMS LLC acquired title to the property located at 3301 Northeast 183 Street, Unit 2304, Aventura, Florida, for the purchase price of USD \$1,350,000. This purchase price was paid with money stolen from the Plaintiff or with proceeds derived therefrom. During the time of ownership by PENINSULA SMS LLC, the property taxes on this property were paid by Jurado & Farshchian PL, and PENINSULA SMS LLC. The funds used to maintain the property were stolen from the Plaintiff or were proceeds derived therefrom.

272. On April 5, 2018, PENINSULA SMS LLC, through its agent Vanessa Piedrahita, enters into a Mortgage and Security Agreement with Fryd Mortgage LLC for USD \$3,750,000. The property was packaged with other properties owned by additional PROPERTY DEFENDANTS. The payments made on the mortgage were made with money stolen from the Plaintiff or with proceeds derived therefrom.

273. On September 5, 2019, PENINSULA SMS LLC sold the property to a third party for USD \$1,162,500.

274. On April 13, 2009, PENINSULA SMS, LLC acquired title to property located at 3301 Northeast 183rd Street, Unit 1405, Aventura, Florida, for the purchase price of USD \$571,000. During the time of ownership by PENINSULA SMS, LLC, the property taxes on this property were paid by PENINSULA SMS, LLC. The funds used to maintain the property were stolen from the Plaintiff or were proceeds derived therefrom.

275. On December 12, 2013, PENINSULA SMS, LLC sold the property to a third party for USD \$700,000.

xvi. 1410 REYNOLDS LLC

276. Defendant 1410 REYNOLDS, LLC was established on January 25, 2017. Managers, members, officers, authorized persons, and/or directors since its establishment have been SUNSHINE DYNASTY TRUST signed by PINTO DE WEINBERG.

277. Defendant 1410 REYNOLDS, LLC had knowledge of the GARCIA LUNA criminal government-contracting and money-laundering schemes described herein, and was a knowing and willing participant in the GARCIA LUNA money-laundering Enterprise described herein.

278. On February 27, 2017, 1410 REYNOLDS, LLC acquired title to property located at 1410 Reynolds Street, Key West, Monroe County, Florida, for the purchase price of USD

\$1,670,000. This purchase price was paid with money stolen from the Plaintiff or with proceeds derived therefrom. During the time of ownership by 1401 REYNOLDS LLC, taxes on the subject property were paid by WEINBERG LOPEZ. The funds used to maintain the property were stolen from the Plaintiff or were proceeds derived therefrom.

279. On July 30, 2019, 1410 REYNOLDS, LLC sold the property to a third party for USD \$2,175,000.

280. In addition to the above, Defendant 1410 REYNOLDS, LLC engaged in multiple additional transactions with money stolen from the Plaintiff or with proceeds derived therefrom. These transactions include, but are not limited to the transfers set out in paragraph 48(a).

xvii. AWP VILLAGE BAY II LLC individually and as successor in interest by merger with AWP VILLAGE BAY LLC

281. Defendant AWP VILLAGE BAY LLC was established on January 24, 2012. Managers, members, officers, authorized persons, and/or directors since its establishment have been WEINBERG PINTO, Gabriel S. Diaz-Sarmiento, and Vanessa Piedrahita.

282. AWP VILLAGE BAY LLC and Defendant AWP VILLAGE BAY II LLC had knowledge of the GARCIA LUNA criminal government-contracting and money-laundering schemes described herein, and were knowing and willing participants in the GARCIA LUNA money-laundering Enterprise described herein.

283. On January 25, 2012, AWP VILLAGE BAY LLC acquired title to property located at 3215 Northeast 184 Street, Unit 14404, Aventura, Florida, for the purchase price of USD \$210,000. Since acquisition, the property taxes on this property have been paid by AWP VILLAGE BAY LLC, W GOURMET GROUP L.L.C., WEINBERG PINTO, and WEINBERG LOPEZ. The funds used to maintain the property were stolen from the Plaintiff or were proceeds derived therefrom.

284. On August 22, 2016, AWP VILLAGE BAY LLC merged into AWP VILLAGE BAY II LLC. AWP VILLAGE BAY II LLC, a Delaware limited liability company, which received authorization to conduct business in Florida on August 17, 2016. Managers, members, officers, authorized persons, and/or directors since its establishment have been Vanessa Piedrahita.

285. On August 31, 2016, AWP VILLAGE BAY LLC deeded the property to AWP VILLAGE BAY II LLC.

xviii. PENINSULA SSW II LLC individually and as successor in interest by merger with PENINSULA SSW LLC

286. Defendant PENINSULA SSW LLC was established on June 9, 2010. Managers, members, officers, authorized persons, and/or directors since its establishment have been WEINBERG PINTO, PINTO DE WEINBERG, Gabriel S. Diaz-Sarmiento, and Vanessa Piedrahita.

287. PENINSULA SSW LLC and Defendant PENINSULA SSW II LLC had knowledge of the GARCIA LUNA criminal government-contracting and money-laundering schemes described herein, and were knowing and willing participants in the GARCIA LUNA money-laundering Enterprise described herein.

288. On August 18, 2010, PENINSULA SSW LLC acquired title to property located at 3301 Northeast 183rd Street, Unit 2503, Aventura, Florida, for the purchase price of USD \$825,000. During the time of ownership by PENINSULA SSW LLC, the property taxes on this property were paid by PENINSULA SSW LLC, W GOURMET GROUP L.L.C., WEINBERG LOPEZ, and others. The funds used to maintain the property were stolen from the Plaintiff or with proceeds derived therefrom.

289. On February 4, 2013, PENINSULA SSW LLC, through its agent WEINBERG PINTO, entered into a Mortgage for USD \$1,750,000 with DG Resources LLC. The property was

packaged with other properties owned by additional PROPERTY DEFENDANTS. The payments made on the mortgage were made with money stolen from the Plaintiff or with proceeds derived therefrom.

290. On April 7, 2014, PENINSULA SSW LLC, through its agent Gabriel S. Diaz-Sarmiento, entered into a Modification of Mortgage for a new total of USD \$1,900,000 with DG Resources LLC. Again, the property was packaged with other properties owned by additional PROPERTY DEFENDANTS. The payments made on the mortgage were made with money stolen from the Plaintiff or with proceeds derived therefrom.

291. On June 18, 2014, PENINSULA SSW, LLC, through its agent Gabriel S. Diaz-Sarmiento, entered into a Mortgage and Security Agreement with Chemtov Mortgage Group Corp., in the amount of USD \$3.4 million dollars on the subject properties. This time, the property was packaged with different properties owned by different PROPERTY DEFENDANTS, none of which were part of the previous mortgage package. The payments made on the mortgage were made with money stolen from the Plaintiff or with proceeds derived therefrom.

292. On June 19, 2014, PENINSULA SSW LLC was released from the DG Resources LLC Mortgage entered into on February 4, 2013, and the Modification on April 7, 2014. This release covered the original additional properties owned by the original additional PROPERTY DEFENDANTS. The payments made on the mortgage were made with money stolen from the Plaintiff or with proceeds derived therefrom.

293. On July 1, 2016, PENINSULA SSW LLC entered into a Modification of Promissory Note extending the maturity date to July 1, 2017.

294. On August 22, 2016, PENINSULA SSW LLC merged into PENINSULA SSW II LLC. However, PENINSULA SSW II LLC, a Delaware limited liability company, which received

authorization to conduct business in Florida on August 16, 2016. Managers, members, officers, authorized persons, and/or directors since its establishment have been Vanessa Piedrahita.

295. On December 29, 2017, a Satisfaction of Mortgage was signed releasing PENINSULA SSW LLC from the June 18, 2014, and September 27, 2016, Mortgage and Security Agreements. The satisfaction also released the other properties belonging to the other PROPERTY DEFENDANTS on the same mortgage. The payments made on the mortgage were made with money stolen from the Plaintiff or with proceeds derived therefrom.

296. On April 5, 2018, PENINSULA SSW II LLC, through its agent Vanessa Piedrahita, entered into a Mortgage and Security Agreement with Fryd Mortgage LLC for USD \$3,750,000. This time, the property was packaged with other properties owned by additional PROPERTY DEFENDANTS, none of which were part of the previous mortgage packages. The payments made on the mortgage were made with money stolen from the Plaintiff or with proceeds derived therefrom.

297. On February 27, 2020, PENINSULA SSW II LLC sold the property to a third party for USD \$1,040,000.

xix. PENINSULA SW II LLC individually and as successor in interest by merger with PENINSULA SW LLC

298. Defendant PENINSULA SW LLC was established on June 9, 2010. Managers, members, officers, authorized persons, and/or directors since its establishment have been WEINBERG PINTO, Gabriel S. Diaz-Sarmiento, and Vanessa Piedrahita.

299. PENINSULA SW LLC and Defendant PENINSULA SW II LLC had knowledge of the GARCIA LUNA criminal government-contracting and money-laundering schemes described

herein, and were knowing and willing participants in the GARCIA LUNA money-laundering Enterprise described herein.

300. On October 11, 2010, PENINSULA SW LLC acquired title to property located at 3301 Northeast 183 Street, Units 3002 and 3003, Aventura, Florida, for the combined purchase price of USD \$1,645,200. During the time of ownership by PENINSULA SW LLC and PENINSULA SW II LLC, the property taxes on this property were paid by PENINSULA SW LLC, W GOURMET GROUP L.L.C., WEINBERG PINTO, PENINSULA SW II LLC, and BEST FRIENDS MIDTOWN. The funds used to maintain the property were stolen from the Plaintiff or were proceeds derived therefrom.

301. On February 4, 2013, PENINSULA SW LLC, through its agent WEINBERG PINTO, entered into a Mortgage for USD \$1,750,000 with DG Resources LLC. The properties mortgaged were packaged with two other properties owned by two additional PROPERTY DEFENDANTS. The property was packaged with other properties owned by additional PROPERTY DEFENDANTS. The payments made on the mortgage were made with money stolen from the Plaintiff or with proceeds derived therefrom.

302. On April 7, 2014, PENINSULA SW LLC, through its agent Gabriel S. Diaz-Sarmiento, entered into a Modification of Mortgage for a new total of USD \$1,900,000 with DG Resources LLC. Again, the property mortgaged was packaged with three other properties owned by three additional PROPERTY DEFENDANTS. The property was packaged with other properties owned by additional PROPERTY DEFENDANTS. The payments made on the mortgage were made with money stolen from the Plaintiff or with proceeds derived therefrom.

303. On June 18, 2014, PENINSULA SW LLC entered into a Mortgage with Chemtov Mortgage Group Corp for USD \$1,187,500.

304. On June 19, 2014, PENINSULA SW LLC was released from the DG Resources LLC Mortgage entered into on February 4, 2013, and the Modification on April 7, 2014. This release covered the original three additional properties owned by three additional PROPERTY DEFENDANTS. The property was packaged with other properties owned by additional PROPERTY DEFENDANTS. The payments made on the mortgage were made with money stolen from the Plaintiff or with proceeds derived therefrom.

305. On July 18, 2014, PENINSULA SW LLC, through its agent Gabriel S. Diaz-Sarmiento, entered into a Mortgage and Security Agreement with Chemtov Mortgage Group Corp. The payments made on the mortgage were made with money stolen from the Plaintiff or with proceeds derived therefrom.

306. On August 22, 2016, PENINSULA SW LLC merged into PENINSULA SW II LLC. PENINSULA SW II LLC, a Delaware limited liability company, which received authorization to conduct business in Florida on August 18, 2016. Managers, members, officers, authorized persons, and/or directors since its establishment have been Vanessa Piedrahita.

307. On August 31, 2016, PENINSULA SW LLC deeded the property to PENINSULA SW II LLC.

308. On September 24, 2018, PENINSULA SW LLC is released by TDG Lending, Inc., by a Satisfaction of Mortgage.

309. On October 11, 2018, PENINSULA SW II LLC sold the property to a third party for USD \$2,370,000.

310. In addition to the above, Defendant PENINSULA SW LLC engaged in multiple additional transactions with money stolen from the Plaintiff or with proceeds derived therefrom. These transactions include, but are not limited to the transfers set out in paragraph 48(a).

xx. PENINSULA STECAR II LLC individually and as successor in interest by merger with PENINSULA STECAR LLC

311. Defendant PENINSULA STECAR LLC was established on September 14, 2011. Managers, members, officers, authorized persons, and/or directors since its establishment have been Carlota Goeters Arbide,, Gabriel S. Diaz-Sarmiento, and Vanessa Piedrahita.

312. PENINSULA STECAR LLC and Defendant PENINSULA STECAR II LLC had knowledge of the GARCIA LUNA criminal government-contracting and money-laundering schemes described herein and were knowing and willing participants in the GARCIA LUNA money-laundering Enterprise described herein.

313. On October 10, 2011, PENINSULA STECAR LLC acquired title to property located at 3201 Northeast 183 Street, Unit 1604, Aventura, Florida, for the purchase price of USD \$750,000. During the time of ownership by PENINSULA STECAR LLC, the property taxes on this property were paid by PENINSULA STECAR LLC, W GOURMET GROUP L.L.C., WEINBERG PINTO, Rok Miami Seven LLC, and others. The funds used to maintain the property were stolen from the Plaintiff or were proceeds derived therefrom.

314. On August 22, 2016, PENINSULA STECAR LLC merged into PENINSULA STECAR II LLC. PENINSULA STECAR II LLC, a Delaware limited liability company, which received authorization to conduct business in Florida on August 16, 2016. Managers, members, officers, authorized persons, and/or directors since its establishment have been Vanessa Piedrahita.

315. On August 31, 2016, PENINSULA STECAR LLC deeded the property to PENINSULA STECAR II LLC.

316. On December 19, 2017, JADE OCEAN 3203 II, LLC, through its agent Vanessa Piedrahita, entered into a Mortgage Assignment of Leases and Rents, Security Agreement and

Fixture Filing with Rok Miami Seven LLC. The property was packaged with other properties owned by additional PROPERTY DEFENDANTS. The payments made on the mortgage were made with money stolen from the Plaintiff or with proceeds derived therefrom.

317. On December 1, 2020, PENINSULA STECAR II LLC sold the property to a third party for USD \$815,000.

318. In addition to the above, Defendant PENINSULA STECAR II LLC engaged in multiple additional transactions with money stolen from the Plaintiff or with proceeds derived therefrom. These transactions include, but are not limited to the transfers set out in paragraph 48(a).

xxi. JADE OCEAN 3203 II, LLC individually and as successor in interest by merger with JADE OCEAN 3203, LLC, individually and as successor in interest by merger with ALAQUA 113, LLC

319. ALAQUA 113, LLC was established on July 15, 2010. Managers, members, officers, authorized persons, and/or directors since its establishment have been PINTO DE WEINBERG and Gabriel S. Diaz-Sarmiento.

320. ALAQUA 113 LLC had knowledge of the GARCIA LUNA criminal government-contracting and money-laundering schemes described herein, and was a knowing and willing participant in the GARCIA LUNA money-laundering Enterprise described herein.

321. On July 29, 2010, ALAQUA 113 LLC acquired title to property located at 3001 Northeast 185th Street, Unit 113, Aventura, Florida 33180, for the purchase price of USD \$300,000. Since acquisition, the property taxes on this property have been paid by W GOURMET GROUP L.L.C., WEINBERG LOPEZ, SDSW DYNASTY TRUST, JADE OCEAN 3203 II, LLC, and

others. The funds used to maintain the property were stolen from the Plaintiff or were proceeds derived therefrom.

322. On September 30, 2011, ALAQUA 113 LLC deeded the property to JADE OCEAN 3203, LLC.

323. On September 30, 2011, JADE OCEAN 3203, LLC, PINTO DE WEINBERG, and WEINBERG LOPEZ entered into a Mortgage with Helm Bank USA for USD \$1 million dollars. The property was packaged with other properties owned by additional PROPERTY DEFENDANTS. The payments made on the mortgage were made with money stolen from the Plaintiff or with proceeds derived therefrom.

324. On December 31, 2014, ALAQUA 113 LLC merged into JADE OCEAN 3203, LLC.

325. On August 22, 2016, JADE OCEAN 3203, LLC merged into JADE OCEAN 3203 II, LLC. JADE OCEAN 3203 II, LLC, a Delaware limited liability company, which received authorization to conduct business in Florida on September 13, 2016. Managers, members, officers, authorized persons, and/or directors since its establishment have been Vanessa Piedrahita.

326. On August 31, 2016, JADE OCEAN 3203, LLC deeded the property to JADE OCEAN 3203 II, LLC.

327. On December 19, 2017, JADE OCEAN 3203 II, LLC, through its agent Vanessa Piedrahita, entered into a Mortgage Assignment of Leases and Rents, Security Agreement and Fixture Filing with Rok Miami Seven LLC. The property was packaged with other properties owned by additional PROPERTY DEFENDANTS. The payments made on the mortgage were made with money stolen from the Plaintiff or with proceeds derived therefrom.

328. On February 21, 2020, JADE OCEAN 3203 II, LLC, through its agents, entered into an Amended and Restated Collateral Assignment of Note, Mortgage and Other Loan Documents.

The payments made on the mortgage were made with money stolen from the Plaintiff or with proceeds derived therefrom.

329. On July 6, 2021, JADE OCEAN 3203 II, LLC, through its agent Vanessa Piedrahita, entered into a Mortgage Deed, Security Agreement, Fixture Filing, and Assignment of Leases and Rents with Equity Trustee Company. The Mortgage Note was signed by Vanessa Piedrahita as agent for JADE OCEAN 3203 II, LLC, WEINBERG LOPEZ individually, and PINTO DE WEINBERG individually. The property was packaged with other properties owned by additional PROPERTY DEFENDANTS. The payments made on the mortgage were made with money stolen from the Plaintiff or with proceeds derived therefrom

330. On July 12, 2021, a Satisfaction of Mortgage was signed releasing JADE OCEAN 3203 II, LLC from the December 19, 2017, Mortgage Assignment of Leases and Rents, Security Agreement and Fixture Filing with Rok Miami Seven LLC.

xxii. JADE OCEAN 3203 II, LLC individually and as successor in interest by merger with JADE OCEAN 3203, LLC individually and as successor in interest by merger with ICON BRICKELL 4711, LLC

331. ICON BRICKELL 4711, LLC was established on July 27, 2010. Managers, members, officers, authorized persons, and/or directors since its establishment have been PINTO DE WEINBERG and Gabriel S. Diaz-Sarmiento.

332. ICON BRICKELL 4711, LLC, JADE OCEAN 3203, LLC, and Defendant JADE OCEAN 3203 II, LLC had knowledge of the GARCIA LUNA criminal government-contracting and money-laundering schemes described herein, and were knowing and willing participants in the GARCIA LUNA money-laundering Enterprise described herein.

333. On August 2, 2010, ICON BRICKELL 4711, LLC acquired title to property located at 495 Brickell Avenue, Unit 4711, Miami-Dade County, Florida 33131, for the purchase price of USD \$481,000. Since acquisition, the property taxes on this property have been paid by W GOURMET GROUP L.L.C., WEINBERG LOPEZ, SDSW DYNASTY TRUST, JADE OCEAN 3203 II, LLC, and others. The funds used to maintain the property were stolen from the Plaintiff or were proceeds derived therefrom.

334. On September 30, 2011, ICON BRICKELL 4711, LLC deeded the property to JADE OCEAN 3203, LLC.

335. On June 18, 2014, JADE OCEAN 3203, LLC, through its agent Gabriel S. Diaz-Sarmiento, entered into a Mortgage and Security Agreement with Chemtov Mortgage Group Corp., in the amount of USD \$3.4 million dollars on the subject property. The property was packaged with other properties owned by additional PROPERTY DEFENDANTS. The payments made on the mortgage were made with money stolen from the Plaintiff or with proceeds derived therefrom.

336. On December 31, 2014, ICON BRICKELL 4711, LLC merged into JADE OCEAN 3203, LLC.

337. On August 22, 2016, JADE OCEAN 3203, LLC merged into JADE OCEAN 3203 II, LLC. JADE OCEAN 3203 II, LLC, a Delaware limited liability company, which received authorization to conduct business in Florida on September 13, 2016. Managers, members, officers, authorized persons, and/or directors since its establishment have been Vanessa Piedrahita.

338. On August 31, 2016, JADE OCEAN 3203, LLC deeded the property to JADE OCEAN 3203 II, LLC.

339. On September 27, 2016, JADE OCEAN 3203 II, LLC through its agent Vanessa Piedrahita, entered into an Agreement for Modification of Promissory Note and Mortgage and

Security Agreement effective July 1, 2016. The property was packaged with other properties owned by additional PROPERTY DEFENDANTS. The payments made on the mortgage were made with money stolen from the Plaintiff or with proceeds derived therefrom.

340. On December 19, 2017, JADE OCEAN 3203 II, LLC, through its agent Vanessa Piedrahita, entered into a Mortgage Assignment of Leases and Rents, Security Agreement and Fixture Filing with Rok Miami Seven LLC. The property was packaged with other properties owned by additional PROPERTY DEFENDANTS. The payments made on the mortgage were made with money stolen from the Plaintiff or with proceeds derived therefrom.

341. On December 29, 2017, a Satisfaction of Mortgage was signed releasing JADE OCEAN 3203, LLC from the June 18, 2014, and September 27, 2016, Mortgage and Security Agreements. The property was packaged with other properties owned by additional PROPERTY DEFENDANTS. The payments made on the mortgage were made with money stolen from the Plaintiff or with proceeds derived therefrom.

342. On February 21, 2020, JADE OCEAN 3203 II, LLC, through its agents, entered into an Amended and Restated Collateral Assignment of Note, Mortgage and Other Loan Documents. The payments made on the mortgage were made with money stolen from the Plaintiff or with proceeds derived therefrom. The payments made on the mortgage were made with money stolen from Plaintiff or with proceeds derived therefrom.

343. On July 6, 2021, JADE OCEAN 3203 II, LLC, through its agent Vanessa Piedrahita, entered into a Mortgage Deed, Security Agreement, Fixture Filing, and Assignment of Leases and Rents with Equity Trustee Company. The Mortgage Note was signed by Vanessa Piedrahita as agent for JADE OCEAN 3203 II, LLC, WEINBERG LOPEZ individually, and PINTO DE WEINBERG individually. The property was packaged with other properties owned by additional

PROPERTY DEFENDANTS. The payments made on the mortgage were made with money stolen from the Plaintiff or with proceeds derived therefrom.

344. On July 12, 2021, a Satisfaction of Mortgage was signed releasing JADE OCEAN 3203 II, LLC from the December 19, 2017, Mortgage Assignment of Leases and Rents, Security Agreement and Fixture Filing with Rok Miami Seven LLC.

345. In addition to the above, Defendant ICON BRICKELL 4711, LLC engaged in multiple additional transactions with money stolen from the Plaintiff or with proceeds derived therefrom. These transactions include, but are not limited to the transfers set out in paragraph 48(a).

xxiii. JADE OCEAN 3203 II, LLC individually and as successor in interest by merger with JADE OCEAN 3203, LLC individually and as successor in interest by merger with ICON BRICKELL 5011, LLC

346. ICON BRICKELL 5011, LLC was established on July 27, 2010. Managers, members, officers, authorized persons, and/or directors since its establishment have been WEINBERG LOPEZ and Gabriel S. Diaz-Sarmiento.

347. ICON BRICKELL 5011, LLC, JADE OCEAN 3203, LLC, and JADE OCEAN 3203 II, LLC had knowledge of the GARCIA LUNA criminal government-contracting and money-laundering schemes described herein, and were knowing and willing participants in the GARCIA LUNA money-laundering Enterprise described herein.

348. On August 2, 2010, ICON BRICKELL 5011, LLC acquired title to property located at 495 Brickell Avenue, Unit 5011, Miami-Dade County, Florida 33131, for the purchase price of USD \$474,000. Since acquisition, the property taxes on this property have been paid by W GOURMET GROUP L.L.C., WEINBERG LOPEZ, SDSW DYNASTY TRUST, JADE OCEAN

3203 II, LLC, and others. The funds used to maintain the property were stolen from the Plaintiff or were proceeds derived therefrom.

349. On September 30, 2011, ICON BRICKELL 4711, LLC deeded the property to JADE OCEAN 3203, LLC.

350. On June 18, 2014, JADE OCEAN 3203, LLC, through its agent Gabriel S. Diaz-Sarmiento, entered into a Mortgage and Security Agreement with Chemtov Mortgage Group Corp., in the amount of USD \$3.4 million dollars on the subject property. The property was packaged with other properties owned by additional PROPERTY DEFENDANTS. The payments made on the mortgage were made with money stolen from the Plaintiff or with proceeds derived therefrom.

351. On December 31, 2014, ICON BRICKELL 4711, LLC merged into JADE OCEAN 3203, LLC.

352. On August 22, 2016, JADE OCEAN 3203, LLC merged into JADE OCEAN 3203 II, LLC. JADE OCEAN 3203 II, LLC, a Delaware limited liability company, which received authorization to conduct business in Florida on September 13, 2016. Managers, members, officers, authorized persons, and/or directors since its establishment have been Vanessa Piedrahita.

353. On August 31, 2016, JADE OCEAN 3203, LLC deeded the property to JADE OCEAN 3203 II, LLC.

354. On September 27, 2016, JADE OCEAN 3203 II, LLC through its agent Vanessa Piedrahita, entered into an Agreement for Modification of Promissory Note and Mortgage and Security Agreement effective July 1, 2016. The property was packaged with other properties owned by additional PROPERTY DEFENDANTS. The payments made on the mortgage were made with money stolen from the Plaintiff or with proceeds derived therefrom.

355. On December 19, 2017, JADE OCEAN 3203 II, LLC, through its agent Vanessa Piedrahita, entered into a Mortgage Assignment of Leases and Rents, Security Agreement and Fixture Filing with Rok Miami Seven LLC. The property was packaged with other properties owned by additional PROPERTY DEFENDANTS. The payments made on the mortgage were made with money stolen from the Plaintiff or with proceeds derived therefrom.

356. On December 29, 2017, a Satisfaction of Mortgage was signed releasing JADE OCEAN 3203, LLC from the June 18, 2014, and September 27, 2016, Mortgage and Security Agreements. The property was packaged with other properties owned by additional PROPERTY DEFENDANTS. The payments made on the mortgage were made with money stolen from the Plaintiff or with proceeds derived therefrom.

357. On February 21, 2020, JADE OCEAN 3203 II, LLC, through its agents, entered into an Amended and Restated Collateral Assignment of Note, Mortgage and Other Loan Documents. The payments made on the mortgage were made with money stolen from the Plaintiff or with proceeds derived therefrom. The payments made on the mortgage were made with money stolen from Plaintiff or with proceeds derived therefrom.

358. On July 6, 2021, JADE OCEAN 3203 II, LLC, through its agent Vanessa Piedrahita, entered into a Mortgage Deed, Security Agreement, Fixture Filing, and Assignment of Leases and Rents with Equity Trustee Company. The Mortgage Note was signed by Vanessa Piedrahita as agent for JADE OCEAN 3203 II, LLC, WEINBERG LOPEZ individually, and PINTO DE WEINBERG individually. The property was packaged with other properties owned by additional PROPERTY DEFENDANTS. The payments made on the mortgage were made with money stolen from the Plaintiff or with proceeds derived therefrom.

359. On July 12, 2021, a Satisfaction of Mortgage was signed releasing JADE OCEAN 3203 II, LLC from the December 19, 2017, Mortgage Assignment of Leases and Rents, Security Agreement and Fixture Filing with Rok Miami Seven LLC.

xxiv. JADE OCEAN 3203 II, LLC individually and as successor in interest by merger with JADE OCEAN 3203, LLC individually and as successor in interest by merger with ADMIRALS 1408, LLC

360. ADMIRALS 1408, LLC was established on September 1, 2010. Managers, members, officers, authorized persons, and/or directors since its establishment have been PINTO DE WEINBERG and Gabriel S. Diaz-Sarmiento.

361. ADMIRALS 1408, LLC, JADE OCEAN 3203, LLC, and Defendant JADE OCEAN 3203 II, LLC had knowledge of the GARCIA LUNA criminal government-contracting and money-laundering schemes described herein, and were knowing and willing participants in the GARCIA LUNA money-laundering Enterprise described herein.

362. On September 20, 2010, ADMIRALS 1408, LLC acquired title to property located at 2851 Northeast 183 Street, Unit 1408E, Aventura, Florida, for the purchase price of USD \$80,000. Since acquisition, the property taxes on this property have been paid by W GOURMET GROUP L.L.C., WEINBERG LOPEZ, SDSW DYNASTY TRUST, JADE OCEAN 3203 II LLC and others. The funds used to maintain the property were stolen from the Plaintiff or were proceeds derived therefrom.

363. On September 30, 2011, ADMIRALS 1408, LLC deeded the property to JADE OCEAN 3203, LLC.

364. On December 31, 2014, ADMIRALS 1408, LLC merged into JADE OCEAN 3203, LLC.

365. On August 22, 2016, JADE OCEAN 3203, LLC merged into JADE OCEAN 3203 II, LLC. JADE OCEAN 3203 II, LLC, a Delaware limited liability company, which received authorization to conduct business in Florida on September 13, 2016. Managers, members, officers, authorized persons, and/or directors since its establishment have been Vanessa Piedrahita.

366. On August 31, 2016, JADE OCEAN 3203, LLC deeded the property to JADE OCEAN 3203 II, LLC.

367. On December 19, 2017, JADE OCEAN 3203 II, LLC, through its agent Vanessa Piedrahita, entered into a Mortgage Assignment of Leases and Rents, Security Agreement and Fixture Filing with Rok Miami Seven LLC. The property was packaged with other properties owned by additional PROPERTY DEFENDANTS. The payments made on the mortgage were made with money stolen from the Plaintiff or with proceeds derived therefrom.

368. On February 21, 2020, JADE OCEAN 3203 II, LLC, through its agents, entered into an Amended and Restated Collateral Assignment of Note, Mortgage and Other Loan Documents. The payments made on the mortgage were made with money stolen from the Plaintiff or with proceeds derived therefrom. The payments made on the mortgage were made with money stolen from Plaintiff or with proceeds derived therefrom.

369. On July 12, 2021, a Satisfaction of Mortgage was signed releasing JADE OCEAN 3203 II, LLC from the December 19, 2017, Mortgage Assignment of Leases and Rents, Security Agreement and Fixture Filing with Rok Miami Seven LLC

xxv. THE POINT 54 LLC

370. Defendant THE POINT 54 LLC was established on January 3, 2011. Managers, members, officers, authorized persons, and/or directors since its establishment have been WEINBERG PINTO, Ivan Ramirez, and Gabriel S. Diaz-Sarmiento.

371. Defendant THE POINT 54 LLC had knowledge of the GARCIA LUNA criminal government-contracting and money-laundering schemes described herein, and was a knowing and willing participant in the GARCIA LUNA money-laundering Enterprise described herein.

372. On January 12, 2011, THE POINT 54 LLC acquired title to property located at 21401 Northeast 38th Avenue, Unit 54, Aventura, Florida, for the purchase price of USD \$1,475,000. During the time of ownership by THE POINT 54 LLC, the taxes on the subject property were paid by THE POINT 54 LLC, W GOURMET GROUP L.L.C., and WEINBERG PINTO. The funds used to maintain the property were stolen from the Plaintiff or were proceeds derived therefrom.

373. On August 29, 2016, THE POINT 54 LLC sold the property to a third party for USD \$1,475,000.

374. In addition to the above, Defendant THE POINT 54 LLC engaged in multiple additional transactions with money stolen from the Plaintiff or with proceeds derived therefrom. These transactions include, but are not limited to the transfers set out in paragraph 48(a).

375. On April 6, 2011, Defendant THE POINT 54 LLC acquired title to a 2010 Mercedes Benz E550, with VIN number WDDKJ7CB8AF005642, with funds stolen from the Plaintiff or with proceeds derived therefrom. On July 12 2016, Defendant THE POINT 54 LLC transferred title to Defendant DELTA INTEGRATOR LLC. On August 5, 2020, Defendant DELTA INTEGRATOR LLC transferred title to a third party. During the periods it was held, this vehicle was maintained with funds stolen from the Plaintiff or with proceeds derived therefrom.

xxvi. SUNSHINE DYNASTY TRUST

376. Defendant PINTO DE WEINBERG is the Trustee under the SUNSHINE DYNASTY TRUST dated June 28, 2016.

377. Defendant SUNSHINE DYNASTY TRUST had knowledge of the GARCIA LUNA criminal government-contracting and money-laundering schemes described herein, and was a knowing and willing participant in the GARCIA LUNA money-laundering Enterprise described herein.

378. On April 5, 2018, PINTO DE WEINBERG, as Trustee under the SUNSHINE DYNASTY TRUST, acquired title to property located at 5500 Island Estates Drive, Unit 1004, Aventura, Florida, for the purchase price of USD \$3,275,000. This purchase price was paid with money stolen from the Plaintiff or with proceeds derived therefrom. Since acquisition, the property taxes on this property have been paid by WEINBERG LOPEZ and PINTO DE WEINBERG. The funds used to maintain the property were stolen from the Plaintiff or were proceeds thereof.

379. On April 5, 2018, PINTO DE WEINBERG, as Trustee under the SUNSHINE DYNASTY TRUST, entered into a Mortgage and Security Agreement with Fryd Mortgage LLC for USD \$3,750,000. The property was packaged with other properties owned by additional PROPERTY DEFENDANTS. The payments made on the mortgage were made with money stolen from the Plaintiff or with proceeds derived therefrom.

380. In addition to the above, Defendant SUNSHINE DYNASTY TRUST engaged in multiple additional transactions with money stolen from the Plaintiff or with proceeds derived therefrom. These transactions include, but are not limited to the transfers set out in paragraph 48(a).

xxvii. 2903 PEN II LLC

381. Defendant 2903 PEN II LLC was established on June 26, 2012. Managers, members, officers, authorized persons, and/or directors since its establishment have been Alvaro Cordoba, Gabriel S. Diaz-Sarmiento, and Vanessa Piedrahita.

382. Defendant 2903 PEN II LLC had knowledge of the GARCIA LUNA criminal government-contracting and money-laundering schemes described herein, and was a knowing and willing participant in the GARCIA LUNA money-laundering Enterprise described herein.

383. On July 20, 2012, 2903 PEN II LLC acquired title to property located at 3301 Northeast 183 Street, Unit 2903, Aventura, Florida, for the purchase price of USD \$1,240,000. During the time of ownership by 2903 PEN II LLC, the property taxes on this property were paid by 2903 PEN II LLC, W GOURMET GROUP L.L.C., and WANCIER TAUB. The funds used to maintain the property were stolen from the Plaintiff or were proceeds derived therefrom.

384. On May 31, 2019, 2903 PEN II LLC, through its agent Vanessa Piedrahita, entered into a Balloon Mortgage with Alice Govaert in the amount of USD \$400,000. The payments made on the mortgage were made with money stolen from the Plaintiff or with proceeds derived therefrom.

385. On May 6, 2020, 2903 PEN II LLC sold the property to a third party for USD \$1,070,000.

386. On May 6, 2020, 2903 PEN II LLC is released from the Balloon Mortgage by Alice Govaert.

387. In addition to the above, Defendant 2903 PEN II LLC engaged in multiple additional transactions with money stolen from the Plaintiff or with proceeds derived therefrom. These transactions include, but are not limited to the transfers set out in paragraph 48(a).

xxviii. 1912 CENTURY LLC

388. Defendant JADE OCEAN 3203, LLC was established on July 16, 2010. Managers, members, officers, authorized persons, and/or directors since its establishment have been PINTO DE WEINBERG, Alvaro Cordoba, Gabriel S. Diaz-Sarmiento, and Vanessa Piedrahita.

389. Defendants JADE OCEAN 3203, LLC and 1912 CENTURY LLC had knowledge of the GARCIA LUNA criminal government-contracting and money-laundering schemes described herein and were knowing and willing participants in the GARCIA LUNA money-laundering Enterprise described herein.

390. On October 12, 2012, JADE OCEAN 3203, LLC acquired title to property located at 2780 Northeast 183 Street, Unit 1912, Aventura, Florida, for the purchase price of USD \$110,000 from Alvaro Cordoba. This purchase price was paid with money stolen from the Plaintiff or with proceeds derived therefrom. Since acquisition, the property taxes on this property have been paid by Alvaro Cordoba, Hilda Maria Murillo, and Gabriela Garcia. The funds used to maintain the property were stolen from the Plaintiff or were proceeds derived therefrom.

391. On December 17, 2013, JADE OCEAN 3203, LLC quitclaimed the property to Hilda Maria Murillo.

392. On August 7, 2019, Defendant 1912 Century LLC was established. Managers, members, officers, authorized persons, and/or directors since its establishment have been Gabriela Garcia and Carolina K. Garcia Bracho.

393. On August 30, 2019, Hilda Maria Murillo quitclaimed the property to Defendant 1912 CENTURY LLC.

xxix. W GOURMET GROUP L.L.C.

394. Defendant W GOURMET GROUP L.L.C. was established on September 8, 2010. Managers, members, officers, authorized persons, and/or directors since its establishment have been WEINBERG LOPEZ, WEINBERG PINTO, WANCIER TAUB, Ariel Tomat, and Gabriel Sergio Diaz-Sarmiento.

395. Defendant W GOURMET GROUP L.L.C. had knowledge of the GARCIA LUNA criminal government-contracting and money-laundering schemes described herein, and was a knowing and willing participant in the GARCIA LUNA money-laundering Enterprise described herein.

396. In addition to the payments listed in paragraphs 43 and 48(a), Defendant W GOURMET GROUP L.L.C., used money stolen from Plaintiff or proceeds derived therefrom to pay property taxes on additional properties held by other PROPERTY DEFENDANTS including, but not limited to, payments on the following properties:

Property Address	Owner
1524 Island Blvd # 13	Jonathan Weinberg
3301 NE 183 rd St # 1805	Peninsula CAS LLC & CAS II LLC
3301 NE 183 rd St # 2305	Peninsula MAS LLC & MAS II LLC
17121 Collins Ave # 3603	JADE OCEAN 3203, LLC & 3203 II LLC
17121 Collins Ave # 3203	JADE OCEAN 3203, LLC & 3203 II LLC
3001 NE 185 th St # 113	JADE OCEAN 3203, LLC & 3203 II LLC
495 Brickell Ave # 5011	JADE OCEAN 3203, LLC & 3203 II LLC
495 Brickell Ave # 4711	ICON BRICKELL 4711, LLC
495 Brickell Ave # 5002	Brill 5002 II LLC
495 Brickell Ave # 3802	Icon Brickell 3802 LLC
2851 NE 183 rd St # 1408E	JADE OCEAN 3203, LLC & 3203 II LLC
3301 NE 183 rd St # 1505	Peninsula SNDS LLC
3215 NE 183 rd St 14404	AWP Village Bay LLC & II LLC
3301 NE 183 rd St # 2503	Peninsula SSW LLC & SSW II LLC
1330 West Ave # 3405	Jonathan Weinberg
3301 NE 183 rd St # 3002-3003	Peninsula SW LLC & SW II LLC
21401 NE 38 th Ave # 54	Gabriel Diaz Sarmiento & Ivan Ramirez

3201 NE 183rd St # 1604
3301 NE 183rd St # 2903
274 Island Drive

Peninsula Stecar LLC & Stecar II LLC
2903 Pen II LLC (Alvaro Cordoba)
Alvaro Cordova/Gabriel Diaz Sarmiento

397. On December 20, 2011, Defendant W GOURMET GROUP L.L.C. acquired title to a 2011 Jaguar Sedan, with VIN number SAJWA2GB3BLV17884. On April 4, 2017, Defendant W GOURMET GROUP L.L.C. transferred title to a third party. During the period it was held, this vehicle was maintained with funds stolen from the Plaintiff or with proceeds derived therefrom.

xxx. ASSETS FINANCING SERVICES LLC

398. Defendant ASSETS FINANCING SERVICES LLC was established on January 17, 2021. Managers, members, officers, authorized persons, and/or directors since its establishment have been S&A COMPANY MANAGEMENT LLC, Alvaro Cordoba, Gabriel S. Diaz Sarmiento, and Vanessa Piedrahita.

399. Defendant ASSETS FINANCING SERVICES LLC had knowledge of the GARCIA LUNA criminal government-contracting and money-laundering schemes described herein, and was a knowing and willing participant in the GARCIA LUNA money-laundering Enterprise described herein.

400. Defendant ASSETS FINANCING SERVICES LLC sent and received multiple transfers of money stolen from the Plaintiff from Mexico and elsewhere. These transfers included, but are not limited to the transfers set out in paragraphs 43 and 48(b).

401. Defendant ASSETS FINANCING SERVICES LLC acquired multiple assets with money stolen from the Plaintiff or with proceeds derived therefrom.

xxxi. AWOFFICE INC

402. Defendant AWOFFICE INC was established on June 12, 2014. Managers, members, officers, authorized persons, and/or directors since its establishment have been Gabriel S. Diaz Sarmiento, Alvaro Cordoba, and Vanessa Piedrahita.

403. Defendant AWOFFICE INC had knowledge of the GARCIA LUNA criminal government-contracting and money-laundering schemes described herein, and was a knowing and willing participant in the GARCIA LUNA money-laundering Enterprise described herein.

404. Defendant AWOFFICE INC received multiple transfers of money stolen from the Plaintiff from Mexico and elsewhere. These transfers included, but are not limited to the transfers set out in paragraph 43.

xxxii. SDSW DYNASTY TRUST

405. On information and belief, Defendant SDSW DYNASTY TRUST was established by the PRINCIPAL DEFENDANTS on an unknown date with an unknown trustee.

406. Defendant SDSW DYNASTY TRUST had knowledge of the GARCIA LUNA criminal government-contracting and money-laundering schemes described herein, and was a knowing and willing participant in the GARCIA LUNA money-laundering Enterprise described herein.

407. Defendant SDSW DYNASTY TRUST sent and received multiple transfers of money stolen from the Plaintiff or proceeds derived therefrom. These transfers included, but are not limited to the transfers set out in paragraphs 43 and 48(a).

xxxiii. RUBY DYNASTY

408. On information and belief, Defendant SDSW DYNASTY TRUST was established by the PRINCIPAL DEFENDANTS on an unknown date with an unknown trustee.

409. Defendant RUBY DYNASTY TRUST had knowledge of the GARCIA LUNA criminal government-contracting and money-laundering schemes described herein, and was a knowing and willing participant in the GARCIA LUNA money-laundering Enterprise described herein.

410. Defendant RUBY DYNASTY TRUST sent and received multiple transfers of money stolen from the Plaintiff or proceeds derived therefrom. These transfers included, but are not limited to the transfers set out in paragraphs 48(b).

xxxiv. BEST FRIENDS MIDTOWN LLC

411. Defendant BEST FRIENDS MIDTOWN LLC was established on September 27, 2010. Managers, members, officers, authorized persons, and/or directors since its establishment have been W GOURMET GROUP L.L.C., Ariel Tomat, Carlos Felipe Barrera, and Alvaro Cordoba.

412. Defendant BEST FRIENDS MIDTOWN LLC had knowledge of the GARCIA LUNA criminal government-contracting and money-laundering schemes described herein, and was a knowing and willing participant in the GARCIA LUNA money-laundering Enterprise described herein.

413. Defendant BEST FRIENDS MIDTOWN LLC sent and received multiple transfers of money stolen from the Plaintiff of proceeds derived therefrom. These transfers included, but are not limited to, the purchase and sale of property, and the transfers set out in paragraphs 48(a).

414. On November 29, 2012, Defendant BEST FRIENDS MIDTOWN LLC and Alvaro J. Cordoba acquired title to a 2012 TAOI MS Motorcycle, with VIN number L9NTEACT4C1006880, with funds stolen from the Plaintiff or with proceeds derived therefrom. Since its acquisition, this vehicle has been maintained with funds stolen from the Plaintiff or with proceeds derived therefrom.

xxxv. BEST FRIENDS SINCE 1880, L.L.C.

415. Defendant BEST FRIENDS SINCE 1880, L.L.C. was established on September 27, 2010. Managers, members, officers, authorized persons, and/or directors since its establishment have been W GOURMET GROUP L.L.C., Ariel Tomat,, Carlos Felipe Barrera,, and Alvaro Cordoba.

416. Defendant BEST FRIENDS SINCE 1880, L.L.C. had knowledge of the GARCIA LUNA criminal government-contracting and money-laundering schemes described herein, and was a knowing and willing participant in the GARCIA LUNA money-laundering Enterprise described herein.

417. Defendant BEST FRIENDS SINCE 1880, L.L.C. sent and received multiple transfers of money stolen from the Plaintiff or proceeds derived therefrom. These transfers included, but are not limited to a transfer dated August 1, 2013, for USD \$40,000 from Citibank account *1641 in Miami-Dade County, Florida, to ICIT Holding SA de CV Banamex account *5801 in Mexico City, Mexico, and receipt of a transfer dated May 22, 2013, for USD \$10,000 from Defendant JADE OCEAN 3203, LLC Citibank account *8738, into Defendant BEST FRIENDS SINCE 1880, L.L.C. JP Morgan Chase account *5339 in Miami Florida.

xxxvi. RESTAURANTS & BEVERAGE OPERATOR LOS CEDROS LLC doing business as OGGI CAFFE

418. Defendant RESTAURANTS & BEVERAGE OPERATOR LOS CEDROS LLC was established on April 1, 2011. Managers, members, officers, authorized persons, and/or directors since its establishment have been Andres Eugenio Merro, Cesar Andres Giraldo, Gabriel Diaz-Sarmiento, Carlos F. Barrera, and PEREYRA DE GARCIA. OGGI CAFFE was established as a

fictitious name entity on February 2, 2021, belonging to Defendant RESTAURANTS & BEVERAGE OPERATOR LOS CEDROS LLC.

419. Defendant RESTAURANTS & BEVERAGE OPERATOR LOS CEDROS LLC, doing business as OGGI CAFFE had knowledge of the GARCIA LUNA criminal government-contracting and money-laundering schemes described herein, and was a knowing and willing participant in the GARCIA LUNA money-laundering Enterprise described herein.

420. Defendant RESTAURANTS & BEVERAGE OPERATOR LOS CEDROS LLC doing business as OGGI CAFFE received multiple transfers of money stolen from the Plaintiff or proceeds derived therefrom. These transfers included, but are not limited to, transfers from January through December 2012 for at least USD \$195,000, into OGGI CAFFE's JP Morgan Chase account *7153 in Miami Florida, from: (a) Defendant ONLY BEST PROPERTIES CORP, (owned by Defendants WEINBERG LOPEZ and WEINBERG PINTO), Citibank account *4946, in Miami, Miami-Dade County, Florida; (b) Defendant W GOURMET GROUP L.L.C., Citibank *4544, Miami-Dade County, Florida; and, (c) Serber and Associates, Sabadell account *6824 in Miami Florida.

xxxvii. ONLY BEST PROPERTIES CORP

421. Defendant ONLY BEST PROPERTIES CORP was established on May 9, 2010. Managers, members, officers, authorized persons, and/or directors since its establishment have been WEINBERG LOPEZ, WEINBERG PINTO, Ariel Tomat, Carina V. Radonich, Hector Arellano, Alfredo Yaffee, Ivan Ramirez, Gabriel S. Diaz Sarmiento, and Vanessa Piedrahita.

422. Defendant ONLY BEST PROPERTIES CORP had knowledge of the GARCIA LUNA criminal government-contracting and money-laundering schemes described herein, and was a

knowing and willing participant in the GARCIA LUNA money-laundering Enterprise described herein.

423. Defendant ONLY BEST PROPERTIES CORP sent and received multiple transfers of money stolen from the Plaintiff or proceeds derived therefrom. These transfers included, but are not limited to, a transfer for USD \$12,000 from Defendant ONLY BEST PROPERTIES CORP Citibank account *4946, in Miami-Dade County, Florida, to OGGI CAFFE's JP Morgan Chase account *7153 in Miami Florida.

xxxviii. ASW HOLDINGS LLC

424. Defendant ASW HOLDINGS LLC, a Delaware limited liability company, which received authorization to conduct business in Florida on March 19, 2021. Managers, members, officers, authorized persons, and/or directors since its establishment have been WEINBERG PINTO.

425. Defendant ASW HOLDINGS LLC had knowledge of the GARCIA LUNA criminal government-contracting and money-laundering schemes described herein, and was a knowing and willing participant in the GARCIA LUNA money-laundering Enterprise described herein.

426. Defendant ASW HOLDINGS LLC sent and received multiple transfers of money stolen from the Plaintiff or proceeds derived therefrom. These transfers included, but are not limited to the transfers set out in paragraphs 48(a), property tax payments on the property located at 495 Brickell Avenue, Unit 3802, Aventura, Florida, owned by Defendant ICON BRICKELL 3802, LLC in the amount of USD \$15,679.85; and 3301 Northeast 183 Street, Unit 1505, Aventura, Florida, owned by Defendant PENINSULA SNDS LLC in the amount of USD \$13,251.31. The funds used

to pay these property taxes were funds stolen from Plaintiff or were proceeds derived therefrom.

Count I (1)
Violations of
Florida Statutes §§ 772.103(1), (2), and (3)
Against the PRINCIPAL DEFENDANTS

Plaintiff realleges paragraphs 1 through 426 as if fully set forth herein and would further allege as follows:

427. At all relevant times, the Enterprise was an enterprise as defined in Florida Statute § 772.102(3) consisting of an ongoing organization with a common purpose of engaging in a course of conduct and functioning as a continuing unit.

428. By engaging in the transactions set forth herein, each of the PRINCIPAL DEFENDANTS knowingly obtained Plaintiffs' money by bribery, bid tampering, false promises or by false pretenses, fraud, or deception with the intent to deprive them of a right to the property or a benefit therefrom in violation of Chapters 838 and 812, Florida Statutes, the Travel Act (18 U.S.C. § 1952), the Foreign Corrupt Practices Act (15 U.S.C. §§ 78dd-1, et seq.), in an amount of at least USD \$250,000,000, transferred those stolen proceeds to accounts in financial institutions in the United States via wire transfer and then used those monies to fund the operations of the Enterprise including, but not limited, to the purchase of real estate, the payment of taxes, the payment of mortgages, and other transactions with stolen property. These unlawful wire transfers and the use of funds stolen from the government of MEXICO violated 18 U.S.C. §§ 2314 and 2315 (the transportation and receipt of stolen property statutes), 18 U.S.C. § 1956 (the federal money-laundering statute), Florida Statute § 812.019 (dealing in stolen property), and 18 U.S.C. § 1957 (the

monetary transaction in criminally derived property statute), and constituted a pattern of racketeering activity.

429. As alleged herein, each of the PRINCIPAL DEFENDANTS and other wrongdoers used and invested the income and proceeds generated from this pattern of racketeering activity and further racketeering activity to acquire and establish entities and purchase real estate in violation of Florida Statute § 772.103(1).

430. As alleged herein, each of the PRINCIPAL DEFENDANTS and other wrongdoers used and invested the income and proceeds generated from this pattern of racketeering activity and further racketeering activity to maintain and control the acquired entities and the purchased real estate in violation of Florida Statute § 772.103(2).

431. As alleged herein, each of the PRINCIPAL DEFENDANTS and other wrongdoers used and invested the income and proceeds generated from this pattern of racketeering activity and further racketeering activity to conduct and participate in the management of the entities and the purchased real estate in violation of Florida Statute § 772.103(3).

432. The pattern of racketeering activity alleged herein involved at least two incidents of criminal activity that had the same or similar intents, results, accomplices, victims, and/or methods of commission, were otherwise interrelated by distinguishing characteristics, were not isolated incidents, and the last of such incidents occurred within five (5) years after a prior incident of criminal activity.

433. The pattern of racketeering alleged herein posed and poses a continuing threat of racketeering activity both viewed at the time the past racketeering activity alleged herein, as well as, the continuing maintenance and operation of the Enterprise as alleged herein.

434. Plaintiff has been injured in its business and property as a direct and proximate result of the foregoing violations of Florida Statutes §§ 772.103(1), (2), and (3) through the Enterprise.

WHEREFORE, Plaintiff, the UNITED MEXICAN STATES, demands judgment, jointly and severally, against each of the PRINCIPAL DEFENDANTS pursuant to Florida Statute § 772.104(1) for treble damages, interest, attorneys' fees, the costs of this action, and for injunctive relief pursuant to Florida Statute § 895.05(6), including the imposition of a constructive trust, disgorgement, and such other and further relief as the Court shall deem just and appropriate.

Count II (2)
Violations of
Florida Statutes §§ 772.103(1), (2), and (3)
Against the PROPERTY DEFENDANTS

Plaintiff realleges paragraphs 1 through 434 as if fully set forth herein and would further allege as follows:

435. At all relevant times, the Enterprise was an enterprise as defined in Florida Statute § 772.102(3) consisting of an ongoing organization with a common purpose of engaging in a course of conduct and functioning as a continuing unit.

436. By engaging in the transactions set forth herein, the PROPERTY DEFENDANTS knowingly obtained Plaintiffs' money by bribery, bid tampering, false promises or by false pretenses, fraud, or deception with the intent to deprive them of a right to the property or a benefit therefrom in violation of Chapters 838 and 812, Florida Statutes, the Travel Act (18 U.S.C. § 1952), the Foreign Corrupt Practices Act (15 U.S.C. §§ 78dd-1, et seq.), transferred those stolen proceeds to accounts in financial institutions in the United States via wire transfer and then used those monies to fund the operations of the Enterprise including, but not limited to, the purchase of real estate, the payment of taxes, the payment of mortgages, and other transactions with stolen property. These unlawful wire

transfers and the use of funds stolen from the government of MEXICO violated 18 U.S.C. §§ 2314 and 2315 (the transportation and receipt of stolen property statutes), 18 U.S.C. § 1956 (the federal money-laundering statute), 18 U.S.C. § 1957 (the monetary transaction in criminally derived property statute), and Florida Statute § 812.019 (dealing in stolen property).

437. As alleged herein, each of the PROPERTY defendants and other wrongdoers used and invested the income and proceeds generated from this pattern of racketeering activity and further racketeering activity to acquire and establish entities and purchase real estate in violation of Florida Statute § 772.103(1).

438. As alleged herein, each of the PROPERTY defendants and other wrongdoers used and invested the income and proceeds generated from this pattern of racketeering activity and further racketeering activity to maintain and control the acquired entities and the purchased real estate in violation of Florida Statute § 772.103(2).

439. As alleged herein, each of the PROPERTY Defendants and other wrongdoers used and invested the income and proceeds generated from this pattern of racketeering activity and further racketeering activity to conduct and participate in the management of the entities and the purchased real estate in violation of Florida Statute § 772.103(3).

440. The pattern of racketeering activity alleged herein involved at least two incidents of criminal activity that had the same or similar intents, results, accomplices, victims, and/or methods of commission, were otherwise interrelated by distinguishing characteristics, were not isolated incidents, and the last of such incidents occurred within five (5) years after a prior incident of criminal activity.

441. The pattern of racketeering alleged herein posed and poses a continuing threat of racketeering activity both viewed at the time the past racketeering activity alleged herein, as well as, the continuing maintenance and operation of the Enterprise as alleged herein.

442. In addition, even if viewed as a closed-ended pattern of racketeering activity which focuses only on the criminal activity that occurred before GARCIA LUNA was prevented from transferring more Mexican government funds out of Mexico for his and his family's own benefit, the pattern of activity existed for a time period sufficient for closed-end continuity under Florida law.

443. Plaintiff has been injured in its business and property as a direct and proximate result of the foregoing violations of Florida Statutes §§ 772.103(1), (2), and (3) through the Enterprise.

WHEREFORE, Plaintiff, the UNITED MEXICAN STATES, demands judgment, jointly and severally, against each of the PROPERTY DEFENDANTS pursuant to Florida Statute § 772.104(1) for treble damages, interest, attorneys' fees, the costs of this action, and for injunctive relief pursuant to Florida Statute § 895.05(6), including the imposition of a constructive trust, disgorgement, and such other and further relief as the Court shall deem just and appropriate.

Count III (3)
Violation of Florida Statute § 772.103(4) by
Conspiracy to Violate Florida Statutes §§ 772.103(1), (2), and (3)
Against the PRINCIPAL DEFENDANTS

Plaintiff realleges paragraphs 1 through 443 as if fully set forth herein and would further allege as follows:

444. At all relevant times, the Enterprise was an enterprise as defined in Florida Statute § 772.102(3) consisting of an ongoing organization with a common purpose of engaging in a course of conduct and functioning as a continuing unit. Such Enterprise furnished a vehicle for the commission of a pattern of racketeering activity.

445. As alleged herein each of the PRINCIPAL DEFENDANTS knowingly conspired, endeavored, and agreed with the other wrongdoers, including the PROPERTY DEFENDANTS herein, to participate in the conduct of the affairs of the Enterprise through the commission of two or more predicate acts in violation of Florida Statute § 772.103(4).

446. Each of the PRINCIPAL DEFENDANTS manifested their agreement to participate in the Enterprise through the pattern of racketeering activity by agreeing to the overall objective of the Enterprise and by agreeing personally to commit two or more predicate acts.

447. Specifically, each of the PRINCIPAL DEFENDANTS and other wrongdoers conspired, endeavored, and agreed with each other: (1) to acquire entities and real property with the stolen Mexican government funds; (2) to acquire and/or maintain control of the Enterprise with the stolen Mexican government funds; and (3) to conduct and participate in the conduct of the affairs of the Enterprise with the stolen Mexican government funds, all through a pattern of racketeering activity, and they agreed that two or more racketeering acts, including the racketeering acts referred to herein—which constitute violations of 18 U.S.C. §§ 2314 and 2315 (the transportation and receipt of stolen property statutes), 18 U.S.C. § 1956 (the federal money-laundering statute), 18 U.S.C. § 1957 (the monetary transaction in criminally derived property statute), Florida Statute § 812.019 (dealing in stolen property), Chapters 838 and 812, Florida Statutes, the Travel Act (18 U.S.C. § 1952), the Foreign Corrupt Practices Act (15 U.S.C. §§ 78dd-1, et seq.)—would be committed on behalf of the conspiracy.

448. Florida Statute § 772.102(b), specifies that “criminal activity” includes any conduct subject to indictment or information listed in the federal RICO statute, 18 U.S.C. § 1961(1), which includes 18 U.S.C. §§ 1952, 1956, 1957, 2314, and 2315, and Chapters 838 and 812, Florida Statutes.

449. Plaintiff has been injured as a direct and proximate result of the foregoing conspiracy to violate Florida Statutes §§ 772.103(1), (2), and (3) in violation of Florida Statute § 772.103(4).

WHEREFORE, Plaintiff, the UNITED MEXICAN STATES, demands judgment, jointly and severally, against each of the PRINCIPAL DEFENDANTS, pursuant to Florida Statute § 772.104(1) for treble damages, interest, attorneys' fees, the costs of this action, and for injunctive relief pursuant to Florida Statute § 895.05(6), including the imposition of a constructive trust, disgorgement, and such other and further relief as the Court shall deem just and appropriate.

Count IV (4)
Violation of Florida Statute § 772.103(4) by
Conspiracy to Violate Florida Statutes §§ 772.103(1), (2), and (3)
Against the PROPERTY DEFENDANTS

Plaintiff realleges paragraphs 1 through 449 as if fully set forth herein and would further allege as follows:

450. At all relevant times, the Enterprise was an enterprise as defined in Florida Statute § 772.102(3) consisting of an ongoing organization with a common purpose of engaging in a course of conduct and functioning as a continuing unit. Such Enterprise furnished a vehicle for the commission of a pattern of racketeering activity.

451. As alleged herein, the PROPERTY DEFENDANTS and other wrongdoers, including Defendants herein, conspired, endeavored, and agreed with each other to participate in the conduct of the affairs of the Enterprise through the commission of two or more predicate acts in violation of Florida Statute § 772.103(4).

452. The PROPERTY DEFENDANTS each manifested their respective agreement to participate in the Enterprise through the pattern of racketeering activity by agreeing to the overall objective of the Enterprise and by agreeing personally to commit two or more predicate acts.

453. Specifically, each of the PROPERTY DEFENDANTS and other wrongdoers, including Defendants herein, conspired, endeavored, and agreed with each other: (1) to acquire entities and real property with the stolen Mexican government funds; (2) to acquire and/or maintain control of the Enterprise with the stolen Mexican government funds; and (3) to conduct and participate in the conduct of the affairs of the Enterprise with the stolen Mexican government funds, all through a pattern of racketeering activity, and they agreed that two or more racketeering acts, including the racketeering acts referred to herein— which constitute violations of 18 U.S.C. §§ 2314 and 2315 (the transportation and receipt of stolen property statutes), 18 U.S.C. § 1956 (the federal money-laundering statute), 18 U.S.C. § 1957 (the monetary transaction in criminally derived property statute), Florida Statute § 812.019 (dealing in stolen property), Chapters 838 and 812, Florida Statutes, the Travel Act (18 U.S.C. § 1952), the Foreign Corrupt Practices Act (15 U.S.C. §§ 78dd-1, et seq.) —would be committed on behalf of the conspiracy.

454. Florida Statute § 772.102(b), specifies that “criminal activity” includes any conduct subject to indictment or information listed in the federal RICO statute, 18 U.S.C. § 1961(1), which includes 18 U.S.C. §§ 1952, 1956, 1957, 2314, and 2315, and Chapters 838 and 812, Florida Statutes.

455. Plaintiff has been injured as a direct and proximate result of the foregoing conspiracy to violate Florida Statutes §§ 772.103(1), (2), and (3) in violation of Florida Statute § 772.103(4).

WHEREFORE, Plaintiff, the UNITED MEXICAN STATES, demands judgment, jointly and severally, against the PROPERTY DEFENDANTS, pursuant to Florida Statute § 772.104(1) for treble damages, interest, attorneys’ fees, the costs of this action, and for injunctive relief pursuant to Florida Statute § 895.05(6), including the imposition of a constructive trust, disgorgement, and such other and further relief as the Court shall deem just and appropriate.

Count V (5)
Violations of the Florida Uniform Fraudulent Transfer Act
Florida Statutes §§ 726.101 et seq. (“FUFTA”)
Against the PRINCIPAL DEFENDANTS

Plaintiff realleges paragraphs 1 through 455 as if fully set forth herein and would further allege as follows:

456. This is a claim to avoid and recover fraudulent transfers pursuant to Florida Statute §§ 726.105 and 726.108.

457. Each of the PRINCIPAL DEFENDANTS transferred significant funds stolen from the government of MEXICO to themselves and to other Defendants in this case.

458. Said funds were rightfully the property of Plaintiff, and the government of MEXICO has a right to the return of said funds because the PRINCIPAL DEFENDANTS knowingly obtained Plaintiffs' money by bribery, bid tampering, false promises or by false pretenses, fraud, or deception with the intent to deprive them of a right to the property or a benefit therefrom in violation of 18 U.S.C. §§ 2314 and 2315 (the transportation and receipt of stolen property statutes), 18 U.S.C. § 1956 (the federal money-laundering statute), 18 U.S.C. § 1957 (the monetary transaction in criminally derived property statute), Florida Statute § 812.019 (dealing in stolen property), Chapters 838 and 812, Florida Statutes, the Travel Act (18 U.S.C. § 1952), and the Foreign Corrupt Practices Act (15 U.S.C. §§ 78dd-1, et seq.).

459. Based upon this right of repayment, as well as each of the PRINCIPAL DEFENDANTS misconduct as alleged herein, the government of MEXICO has claims against each of the PRINCIPAL DEFENDANTS and thus, under FUFTA, Plaintiff MEXICO became a creditor of each of the PRINCIPAL DEFENDANTS at the time of each of their receipt of all or part of the criminal proceeds. Accordingly, each of the PRINCIPAL DEFENDANTS is a debtor under FUFTA.

460. The transfers were fraudulent under Florida Statute § 726.105(1)(a) because they were made with actual intent to hinder, delay, or defraud the government of MEXICO.

461. The transfers were also fraudulent under Florida Statute § 726.105(1)(b) because each PRINCIPAL DEFENDANT made those transfers without receiving a reasonably equivalent value in exchange for the transfer and the remaining assets of the PRINCIPAL DEFENDANTS are insufficient to pay the government of MEXICO.

462. With each transfer, each PRINCIPAL DEFENDANT diverted property that they controlled and that could have been applicable to the debt due to the government of MEXICO.

463. Each PRINCIPAL DEFENDANT transferred said funds for, among other purposes, the purchase, control, and/or maintenance of assets for his own benefit as well as for the benefit of other Defendants in this case.

464. In particular, the transfers were made to fund the purchase and maintenance of real property, vehicles, and other assets described herein, which is owned, controlled, or held directly or indirectly by Defendants herein.

465. Plaintiff is entitled to avoid the transfers of said property, which was obtained with the funds that the PRINCIPAL DEFENDANTS knowingly obtained from Plaintiff by fraud, false promises or by false pretenses, fraud, or deception with the intent to deprive them of a right to the property or a benefit therefrom in violation of 18 U.S.C. §§ 2314 and 2315 (the transportation and receipt of stolen property statutes), 18 U.S.C. § 1956 (the federal money-laundering statute), 18 U.S.C. § 1957 (the monetary transaction in criminally derived property statute), Florida Statute § 812.019 (dealing in stolen property), Chapters 838 and 812, Florida Statutes, the Travel Act (18 U.S.C. § 1952), the Foreign Corrupt Practices Act (15 U.S.C. §§ 78dd-1, et seq.).

WHEREFORE, Plaintiff, the UNITED MEXICAN STATES, requests an order from this Court: (a) avoiding the transfers made by the PRINCIPAL DEFENDANTS to the PROPERTY DEFENDANTS and any other entities which they own and/or control, either collectively or individually, directly or indirectly; (b) attaching the assets transferred, including real property acquired by the PRINCIPAL DEFENDANTS with funds stolen from the government of MEXICO, and any income produced by any such assets; (c) conveying to the government of MEXICO any real or personal property purchased by the PRINCIPAL DEFENDANTS with funds stolen from the government of MEXICO; (d) declaring the government of MEXICO the owner of the real and personal property which was purchased with funds stolen from the government of MEXICO; (e) declaring the PRINCIPAL DEFENDANTS hold the real properties purchased with the stolen Mexican government funds in a constructive trust for the benefit of the government of MEXICO; (f) enjoining further disposition of stolen funds by the PRINCIPAL DEFENDANTS; and (g) awarding interest, the costs of this action, and such further relief as this Court shall deem proper.

Count VI (6)
Violations of the Florida Uniform Fraudulent Transfer Act
Florida Statutes §§ 726.101 et seq. (“FUFTA”)
Against PROPERTY DEFENDANTS

Plaintiff realleges paragraphs 1 through 465 as if fully set forth herein and would further allege as follows:

466. This is a claim to avoid and recover fraudulent transfers pursuant to Florida Statute § 726.105.

467. The PRINCIPAL DEFENDANTS, transferred funds stolen from the government of MEXICO to the PROPERTY DEFENDANTS directly or via receipt of the deed to each property as described herein.

468. The PROPERTY DEFENDANTS used said sums for, among other purposes, the purchase, control, and/or maintenance of real property assets by the PROPERTY DEFENDANTS.

469. In particular, transfers were made to fund the purchase and maintenance of real property identified herein, which are owned, controlled, or held directly or indirectly by the PROPERTY DEFENDANTS, as well as other assets described herein.

470. At the time of each of these transfers, the PROPERTY DEFENDANTS had knowledge that each of the PRINCIPAL DEFENDANTS, had knowingly obtained Plaintiffs' money by means of corruption, bribery, bid tampering, false promises or by false pretenses, fraud, or deception with the intent to deprive Plaintiff of a right to the property or a benefit therefrom in violation of 18 U.S.C. §§ 2314 and 2315 (the transportation and receipt of stolen property statutes), 18 U.S.C. § 1956 (the federal money-laundering statute), 18 U.S.C. § 1957 (the monetary transaction in criminally derived property statute), Florida Statute § 812.019 (dealing in stolen property), Chapters 838 and 812, Florida Statutes, the Travel Act (18 U.S.C. § 1952), the Foreign Corrupt Practices Act (15 U.S.C. §§ 78dd-1, et seq.).

471. The PROPERTY DEFENDANTS had knowledge that the transfers constituted transfers of value from the government of MEXICO which had been unlawfully obtained by the PRINCIPAL DEFENDANTS.

472. These transfers to the PROPERTY DEFENDANTS were made with actual intent to hinder, delay, and defraud the government of MEXICO as demonstrated by the fact that the PRINCIPAL DEFENDANTS retained control over the transferred property, the cumulative transfers were of substantially assets while no consideration was received in exchange for the transfers.

473. The PROPERTY DEFENDANTS knew the transfers were made with actual intent to hinder, delay, and defraud the government of MEXICO.

474. As a result, the PROPERTY DEFENDANTS are transferees which did not receive the transfers in good faith under FUFTA for purposes of this claim.

475. As a direct and proximate result of the fraudulent transfers to the PROPERTY DEFENDANTS, the government of MEXICO has been injured.

476. As a result, the government of MEXICO became a creditor of the PROPERTY DEFENDANTS for purposes of this claim.

WHEREFORE, Plaintiff, the UNITED MEXICAN STATES, requests an order from this Court: (a) avoiding the transfers made by each of the PRINCIPAL DEFENDANTS to the PROPERTY DEFENDANTS; (b) attaching the assets transferred; the real or personal property acquired by the PROPERTY DEFENDANTS with funds stolen from the government of MEXICO; and any income produced by any such assets acquired with funds stolen from the government of MEXICO; (c) conveying to the government of MEXICO any real or personal property purchased by the PROPERTY DEFENDANTS with funds stolen from the government of MEXICO; (d) declaring the government of MEXICO the owner of the real or personal property which was purchased with funds stolen from the government of MEXICO; (e) declaring the PROPERTY DEFENDANTS hold the real or personal property purchased with the Mexican government funds in a constructive trust for the benefit of the government of MEXICO; (f) enjoining further disposition of stolen funds or assets by the PROPERTY DEFENDANTS, or any transferee of the transferred assets; (g) enjoining against further disposition against the PROPERTY DEFENDANTS, or any transferee of the transferred assets; and (h) awarding interest, the costs of this action, and such further relief as this Court shall deem proper.

Count VII (7)
Conversion
Against the PRINCIPAL DEFENDANTS

Plaintiff realleges paragraphs 1 through 476 as if fully set forth herein and would further allege as follows:

477. Plaintiff was in lawful possession of valuable assets, including all of the deposits and investments owned and held by the government of MEXICO.

478. As set forth herein, the PRINCIPAL DEFENDANTS knowingly obtained Plaintiffs' money by bribery, bid tampering, false promises or by false pretenses, fraud, or deception with the intent to deprive them of a right to the property or a benefit therefrom in violation of 18 U.S.C. §§ 2314 and 2315 (the transportation and receipt of stolen property statutes), 18 U.S.C. § 1956 (the federal money-laundering statute), 18 U.S.C. § 1957 (the monetary transaction in criminally derived property statute), Florida Statute § 812.019 (dealing in stolen property), Chapters 838 and 812, Florida Statutes, the Travel Act (18 U.S.C. § 1952), the Foreign Corrupt Practices Act (15 U.S.C. §§ 78dd-1, et seq.), through the unlawful government-contracting scheme detailed herein, and wrongfully asserted dominion over the property of the Plaintiff thus depriving the government of MEXICO of its immediate right to possess and use its property.

479. As detailed herein, each of the PRINCIPAL DEFENDANTS converted the funds and secured those funds in United States accounts controlled by the PRINCIPAL DEFENDANTS.

480. At all times material hereto, each of the PRINCIPAL DEFENDANTS acted with the intent to permanently deprive Plaintiff of the possession and use of its property.

481. The funds stolen by the PRINCIPAL DEFENDANTS do not represent a simple monetary debt arising out a contractual relationship but instead Plaintiff is seeking to recover converted funds unrelated to any legitimate contractual dispute.

482. Plaintiff has made a demand for return of the converted funds but each of the PRINCIPAL DEFENDANTS has refused to return them to the government of MEXICO.

483. Plaintiff has suffered damages as a result of the acts of the PRINCIPAL DEFENDANTS, including losses in excess of USD \$250,000,000.

WHEREFORE, Plaintiff, the UNITED MEXICAN STATES, demands judgment against each of the PRINCIPAL DEFENDANTS for the totality of the amounts converted, as well as the costs of this action, and such other and further relief as the Court shall deem just and appropriate.

Count VIII (8)
Conversion
Against the PROPERTY DEFENDANTS

Plaintiff realleges paragraphs 1 through 483 as if fully set forth herein and would further allege as follows:

484. Plaintiff was in lawful possession of valuable assets, including all of the deposits and investments owned and held by the government of MEXICO.

485. As set forth herein, the PROPERTY DEFENDANTS knowingly obtained Plaintiffs' money by bribery, bid tampering, false promises or by false pretenses, fraud, or deception with the intent to deprive them of a right to the property or a benefit therefrom in violation of 18 U.S.C. §§ 2314 and 2315 (the transportation and receipt of stolen property statutes), 18 U.S.C. § 1956 (the federal money-laundering statute), 18 U.S.C. § 1957 (the monetary transaction in criminally derived property statute), Florida Statute § 812.019 (dealing in stolen property), Chapters 838 and 812, Florida Statutes, the Travel Act (18 U.S.C. § 1952), the Foreign Corrupt Practices Act (15 U.S.C. §§ 78dd-1, et seq.), through the unlawful government-contracting scheme detailed herein, and wrongfully asserted dominion over the property of the Plaintiff thus depriving the government of MEXICO of its immediate right to possess and use its property.

486. As detailed herein, each of the PROPERTY DEFENDANTS converted the funds and secured those funds in United States accounts controlled by the PROPERTY DEFENDANTS.

487. At all times material hereto, each of the PROPERTY DEFENDANTS acted with the intent to permanently deprive Plaintiff of the possession and use of its property.

488. The funds stolen by the PROPERTY DEFENDANTS do not represent a simple monetary debt arising out a contractual relationship but instead Plaintiff is seeking to recover converted funds unrelated to any legitimate contractual dispute.

489. Plaintiff has made a demand for return of the converted funds but each of the PROPERTY DEFENDANTS has refused to return them to the government of MEXICO.

490. Plaintiff has suffered damages as a result of the acts of the PROPERTY DEFENDANTS, including losses in excess of USD \$250,000,000.

WHEREFORE, Plaintiff, the UNITED MEXICAN STATES, demands judgment against each of the PROPERTY DEFENDANTS for the totality of the amounts converted, as well as the costs of this action, and such other and further relief as the Court shall deem just and appropriate.

Count IX (9)
Conversion Against PROPERTY DEFENDANTS
Based Upon Reverse Piercing of the Corporate Veil

Plaintiff realleges paragraphs 1 through 490 as if fully set forth herein and would further allege as follows:

491. The PROPERTY DEFENDANTS were formed and are operated as alter egos of the PRINCIPAL DEFENDANTS.

492. The PROPERTY DEFENDANTS were created as a means to perpetrate a fraud on the creditors of the PRINCIPAL DEFENDANTS, including Plaintiff.

493. The PROPERTY DEFENDANTS are mere instrumentalities of the PRINCIPAL DEFENDANTS, have no separate corporate interests of their own, and function solely to achieve the purposes of the PRINCIPAL DEFENDANTS.

494. The PROPERTY DEFENDANTS and the PRINCIPAL DEFENDANTS share common office space, employees, principals, equipment, and assets.

495. The PRINCIPAL DEFENDANTS dominate and control the PROPERTY DEFENDANTS to such an extent that the PROPERTY DEFENDANTS had and have no independent existence.

496. The various PRINCIPAL DEFENDANTS and/or persons working on their behalf, are the trustees, managers, members, officers, and/or directors of each of the PROPERTY DEFENDANTS.

497. The PRINCIPAL DEFENDANTS created the PROPERTY DEFENDANTS to evade legal obligations to Plaintiff and other creditors.

498. The PROPERTY DEFENDANTS are being used for the purpose of illegally shielding funds that the PRINCIPAL DEFENDANTS have stolen from the Plaintiff

499. The PRINCIPAL DEFENDANTS used and continue to use the PROPERTY DEFENDANTS to conceal and protect stolen funds from recovery by Plaintiff.

500. The PROPERTY DEFENDANTS do not observe legal formalities and/or statutory requirements, and are used for the personal purposes of the PRINCIPAL DEFENDANTS.

501. The PRINCIPAL DEFENDANTS maintain control over the assets of the PROPERTY DEFENDANTS despite their lack of record ownership of the property owned by the PROPERTY DEFENDANTS and are the de facto owner of the PROPERTY DEFENDANTS and the property owned by them.

502. Disregarding the corporate form of the PROPERTY DEFENDANTS and holding the PROPERTY DEFENDANTS liable for the debts of the PRINCIPAL DEFENDANTS will lead to an equitable result.

503. Therefore, in addition to entry of judgment against the PRINCIPAL DEFENDANTS for conversion, Plaintiff is entitled to a judgment against the PROPERTY DEFENDANTS based upon reverse piercing of the corporate veil so that the PROPERTY DEFENDANTS are held responsible for the wrongdoing of the PRINCIPAL DEFENDANTS.

WHEREFORE, Plaintiff, the UNITED MEXICAN STATES, demands judgment against the PROPERTY DEFENDANTS, for the totality of the amounts converted, as well as the costs of this action, and such other and further relief as the Court shall deem just and appropriate.

Count X (10)
Unjust Enrichment/Constructive Trust
Against the PRINCIPAL DEFENDANTS

Plaintiff realleges paragraphs 1 through 503 as if fully set forth herein and would further allege as follows:

504. As detailed herein, the PRINCIPAL DEFENDANTS knowingly and unlawfully obtained over USD \$250,000,000 of Plaintiffs' money by bribery, bid tampering, false promises or by false pretenses, fraud, or deception with the intent to deprive them of a right to the property or a benefit therefrom in violation of 18 U.S.C. §§ 2314 and 2315 (the transportation and receipt of stolen property statutes), 18 U.S.C. § 1956 (the federal money-laundering statute), 18 U.S.C. § 1957 (the monetary transaction in criminally derived property statute), Florida Statute § 812.019 (dealing in stolen property), Chapters 838 and 812, Florida Statutes, the Travel Act (18 U.S.C. § 1952), the Foreign Corrupt Practices Act (15 U.S.C. §§ 78dd-1, et seq.), through an illegal government-

contracting scheme, and transferred at least a substantial portion of those funds from Mexico into the United States.

505. Thereafter, the PROPERTY DEFENDANTS received the benefit of the stolen funds to acquire real and personal property.

506. A benefit was conferred on the PRINCIPAL DEFENDANTS by Plaintiff in the form of funds stolen from the government of MEXICO.

507. Furthermore, each of the PRINCIPAL DEFENDANTS has been and continues to be the beneficiary of rents, interest, and other emoluments derived from the funds stolen from the government of MEXICO and has benefited from their unlawful acts through the receipt of funds which are the rightful property of the government of MEXICO. Each of the PRINCIPAL DEFENDANTS has also retained the benefit conferred upon him by the receipt of the rents, interest, and other emoluments derived from the funds stolen from the government of MEXICO.

508. Having stolen the funds from the government of MEXICO, the PRINCIPAL DEFENDANTS improperly transferred said funds among their alter egos and received those funds in the United States, directly or through additional alter egos and coconspirators. The alter egos of the PRINCIPAL DEFENDANTS were not intervening entities but were, in fact, in practice and law the same entity.

509. Each of the PRINCIPAL DEFENDANTS has enjoyed and continues to unfairly benefit from these unlawful acts by enjoying the use and benefit of the afore-described real and personal property, both directly and through entities which they own and/or control as their alter egos.

510. The alter-ego relationship between the PRINCIPAL DEFENDANTS and the PROPERTY DEFENDANTS is established by the fact that the PROPERTY DEFENDANTS are

mere instrumentalities having no independent existence from each other or the PRINCIPAL DEFENDANTS, have no separate corporate interests of their own, and function solely to achieve the unlawful purposes of the PRINCIPAL DEFENDANTS; the PROPERTY DEFENDANTS were organized and used to mislead and defraud creditors; the PROPERTY DEFENDANTS were and are being used for the purpose of illegally shielding funds that the PRINCIPAL DEFENDANTS have stolen from the Plaintiff; the PRINCIPAL DEFENDANTS maintain control over the assets of the PROPERTY DEFENDANTS and are the de facto owner of the PROPERTY DEFENDANTS and the property owned by them.

511. It would be inequitable for the PRINCIPAL DEFENDANTS to be permitted to retain the benefit of their wrongful conduct.

512. The Plaintiff is entitled to the establishment of a constructive trust consisting of the ill-gotten funds held by or on behalf of the PRINCIPAL DEFENDANTS, any benefits derived from the ill-gotten funds, and any real or personal property purchased by or on his behalf with funds stolen from Plaintiff.

WHEREFORE, Plaintiff, the UNITED MEXICAN STATES, demands judgment against each of the PRINCIPAL DEFENDANTS for disgorgement, restitution, and/or conveyance of the ill-gotten gains and of any real or personal property purchased therewith, and for the costs of this action, and such other and further relief as the Court shall deem just and appropriate.

Count XI (11)
Unjust Enrichment/Constructive Trust
Against the PROPERTY DEFENDANTS

Plaintiff realleges paragraphs 1 through 512 as if fully set forth herein, and would further allege as follows:

513. The PRINCIPAL DEFENDANTS established the PROPERTY DEFENDANTS to be the recipients of funds that the PRINCIPAL DEFENDANTS knowingly obtained from Plaintiff by bribery, bid tampering, false promises or by false pretenses, fraud, or deception with the intent to deprive them of a right to the property or a benefit therefrom in violation of 18 U.S.C. §§ 2314 and 2315 (the transportation and receipt of stolen property statutes), 18 U.S.C. § 1956 (the federal money-laundering statute), 18 U.S.C. § 1957 (the monetary transaction in criminally derived property statute), Florida Statute § 812.019 (dealing in stolen property), Chapters 838 and 812, Florida Statutes, the Travel Act (18 U.S.C. § 1952), the Foreign Corrupt Practices Act (15 U.S.C. §§ 78dd-1, et seq.), and then wired to the United States.

514. Each PROPERTY DEFENDANT was created as a means to perpetrate a fraud on the government of MEXICO and avoid legal obligations to Plaintiff. Each PROPERTY DEFENDANT was and is a mere instrumentality of the PRINCIPAL DEFENDANTS and functions solely to achieve the purposes of the PRINCIPAL DEFENDANTS. The PRINCIPAL DEFENDANTS dominate and control each PROPERTY DEFENDANT to such an extent that it has no independent corporate existence.

515. Each PROPERTY DEFENDANT had knowledge of the criminal schemes detailed herein and was a knowing and willing participant therein.

516. As detailed herein, a benefit was conferred on each PROPERTY DEFENDANT by the government of MEXICO in the form of funds stolen from the government of MEXICO.

517. Furthermore, each PROPERTY DEFENDANT has been and continues to be the beneficiary of rents, interest, and other emoluments derived from the funds stolen from the government of MEXICO and has benefited from its unlawful acts through the receipt of funds which are the rightful property of the Plaintiff. Each PROPERTY DEFENDANT has retained the benefit conferred upon it by the receipt of the rents, interest, and other emoluments derived from the funds stolen from Plaintiff.

518. As such, each PROPERTY DEFENDANT has been and continues to be the beneficiary of funds stolen from Plaintiff and has benefited from its unlawful acts through the receipt of funds which are the rightful property of the Plaintiff. Each PROPERTY DEFENDANT has retained the benefit conferred upon it by the receipt of Plaintiff's funds and property purchased therewith.

519. Each PROPERTY DEFENDANT had knowledge that the funds received and used for the purchase of the real property, as well as the wire transfers received were not its lawful property but instead knew it was the lawful property of the government of MEXICO.

520. It would be inequitable for any of the PROPERTY DEFENDANTS to retain the benefit of its wrongful conduct.

521. The Plaintiff is entitled to the establishment of a constructive trust consisting of the real property which the PROPERTY DEFENDANTS purchased with funds stolen from the government of MEXICO and any benefits derived from the ill-gotten funds.

WHEREFORE, Plaintiff, the UNITED MEXICAN STATES, demands judgment against each PROPERTY DEFENDANT for disgorgement/restitution/conveyance of the ill-gotten gains and of any real property purchased therewith, and for the costs of this action, and such other and further relief as the Court shall deem just and appropriate.

Demand for Jury

Plaintiff demands trial by jury of all issues triable as of right by jury.

KRUPNICK CAMPBELL MALONE
BUSER SLAMA HANCOCK, P.A.

By: /s/ Carlos A. Acevedo

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