

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

**07-60209 CR - DIMITROULEAS**

18 U.S.C. § 371  
26 U.S.C. § 7206(1)  
18 U.S.C. § 2

**MAGISTRATE JUDGE  
SELTZER**

UNITED STATES OF AMERICA

vs.

KENNETH C. JENNE,

Defendant.

**INFORMATION**

The United States Attorney charges that:

**GENERAL ALLEGATIONS**

At all times relevant to this Information:

1. Defendant **KENNETH C. JENNE** (“JENNE”) was the Sheriff of Broward County, Florida. JENNE was first appointed Sheriff in or about January 1998 by the Governor of Florida, and was elected and then re-elected Sheriff in 1998, 2000, and 2004 by the citizens of Broward County.

2. As Sheriff of Broward County, JENNE was Broward County’s chief law enforcement officer and was responsible for directing the Broward Sheriff’s Office (“BSO”), a law enforcement agency that currently employs over 6,000 employees.

**Individuals Having Business with the Broward Sheriff’s Office**

3. A person known to the United States Attorney (hereinafter “P.P.”) was a real estate developer based in South Florida. In 1999, JENNE signed a lease committing BSO to rent space

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MIAMI, FLORIDA

for a period of seven years in a building (the “DCF Building”) owned by one of P.P.’s real estate companies. In 2001, JENNE signed a sublease committing BSO to rent space for a period of five years in a second building (the “HIDTA Building”) owned by one of P.P.’s real estate companies. In 2003, JENNE signed a lease committing BSO to rent space for a period of three years in a third building (the “DBSI Sheridan Building”) owned by one of P.P.’s real estate companies. On or about December 28, 2004, JENNE signed an “Amendment to Lease Agreement” concerning the HIDTA Building on behalf of the Broward Sheriff’s Office. The “Amendment to Lease Agreement” extended the Broward Sheriff’s Office lease term by two years and obligated the Broward Sheriff’s Office to pay P.P.’s real estate company over \$1,000,000 in rent during the additional two-year period.

4. A person known to the United States Attorney (hereinafter “L.N.”) was the President of Innovative Surveillance Technology, Inc. (“IST”), a Florida corporation that sold electronic surveillance equipment and conducted training sessions for law enforcement. During the three-year period between in or about 2003 through in or about 2005, IST sold over \$250,000 worth of equipment to the Broward Sheriff’s Office. L.N. also owned and operated L.N. & Associates, Inc. (“L.N. & Associates”), a Florida corporation that provided consulting services and conducted trainings for businesses and law enforcement agencies.

Employees of the Broward Sheriff’s Office

5. A person known to the United States Attorney (hereinafter “M.Y.”) was employed by the Broward Sheriff’s Office as JENNE’s Executive Secretary. JENNE used M.Y. to handle his personal finances. Among other tasks, M.Y. did JENNE’s banking, received his bills, and made sure that JENNE’s bills were paid each month.

6. A person known to the United States Attorney (hereinafter "A.V.") was employed by the Broward Sheriff's Office as JENNE's Executive Assistant. Among other tasks, A.V. handled JENNE's daily calendar, correspondence, and telephone calls.

**COUNT 1**  
**Conspiracy to Commit Mail Fraud (18 U.S.C. § 371)**

7. The United States Attorney re-alleges and incorporates herein by reference the General Allegations section of this Information.

8. Beginning on a date unknown to the United States Attorney, but at least as early as in or about April 2004, and continuing through in or about July 2005, in Broward County, in the Southern District of Florida, and elsewhere, the defendant,

**KENNETH C. JENNE,**

did knowingly and willfully combine, conspire, confederate, agree and reach a tacit understanding with persons known and unknown to the United States Attorney to commit offenses against the United States, that is, to knowingly devise a scheme and artifice to defraud and to obtain money and property from others by means of materially false and fraudulent pretenses, representations, and promises, knowing that the pretenses, representations, and promises were false and fraudulent when made, and for the purpose of executing said scheme and artifice to defraud, to knowingly cause to be mailed and cause to be delivered by commercial interstate carrier some matter or thing, according to the directions thereon, in violation of Title 18, United States Code, Section 1341.

**OBJECTS OF THE CONSPIRACY**

9. An object of the conspiracy was for JENNE to unlawfully enrich himself by obtaining monies from P.P. and L.N., who were Broward Sheriff's Office vendors, by making false

representations, omitting to state material facts, and concealing material facts concerning, among other things, the ultimate destination of monies that JENNE asked P.P. and L.N. to give to his secretaries, A.V. and M.Y. It was further an object of the scheme for JENNE to perpetuate and conceal the scheme and the actions taken in furtherance of it by, among other things, making false, misleading, and incomplete statements in public filings and to investigators.

**MANNER AND MEANS OF THE CONSPIRACY**

10. The manner and means by which JENNE and his co-conspirators sought to accomplish the objects of the conspiracy included the following:

a. JENNE and M.Y. arranged for JENNE to receive \$20,000 from P.P. by having the money transferred from P.P. through JENNE's secretary, M.Y., to JENNE. JENNE and M.Y. did this in order to conceal that JENNE was the true recipient of the funds.

b. JENNE provided L.N. with access to off-duty Broward Sheriff's Office deputies, who L.N. hired to do work for his companies. On two different occasions, in exchange for the access to the deputies, JENNE instructed L.N. to pay money to JENNE's secretary, A.V., purportedly to compensate A.V. for work done for L.N. JENNE instructed A.V. to cash the checks given to her by L.N. and to have the cash deposited into JENNE's bank account. JENNE and A.V. did this in order to conceal that JENNE was the true recipient of the funds, which totaled \$5,500.

c. JENNE perpetuated this fraud and attempted to prevent its detection by mailing incomplete and misleading annual financial disclosure forms, which did not list his receipt of the payments from P.P. and L.N., to the Florida Commission on Ethics.

### OVERT ACTS

In furtherance of the conspiracy and to achieve its purposes, **JENNE** and his co-conspirators committed the following overt acts, among others, in the Southern District of Florida and elsewhere:

#### \$20,000 from P.P.

11. In or about April 2004, M.Y. told **JENNE** that **JENNE** owed approximately \$18,000 in additional income tax on his 2003 federal income tax return and that he did not have sufficient money available in his bank accounts to pay it.

12. In or about April 2004, **JENNE** and M.Y. agreed that **JENNE** would obtain money from P.P. to pay **JENNE**'s federal income tax by having P.P. give money to M.Y. and then having M.Y. give the money to **JENNE**.

13. In or about April 2004, **JENNE** telephoned P.P. and asked him if he would give M.Y. \$20,000.

14. On or about April 12, 2004, M.Y. received a \$20,000 check from P.P. and signed a Promissory Note stating that she had to pay back the full amount, with interest, by June 13, 2004.

15. On or about April 12, 2004, M.Y. deposited the \$20,000 check into her personal bank account.

16. On or about April 12, 2004, M.Y. wrote **JENNE** a check for the full \$20,000 from her personal bank account.

17. On or about April 12, 2004, **JENNE** mailed a check for \$18,100 from the Southern District of Florida to the Internal Revenue Service to cover unpaid federal taxes for the year 2003.

18. On or about May 5, 2005, when, during an interview by investigators from the Florida Department of Law Enforcement ("FDLE"), JENNE was asked about the \$20,000 he had received from M.Y. in April 2004, JENNE falsely stated that he had no recollection of the payment.

19. On or about May 6, 2005, JENNE told M.Y. that the FDLE investigators had asked him about the \$20,000 and that they needed to figure out a way to repay P.P.

20. On or about June 15, 2005, in an attempt to cover up the scheme, JENNE received the net proceeds of a \$60,000 loan he had obtained using his property in Lake Worth, Florida as collateral.

21. On or about June 16, 2005, JENNE gave M.Y. a check for \$21,200 drawn on his personal money market account.

22. On or about June 28, 2005, M.Y. wrote P.P. a check for \$21,200 and delivered it to P.P.

23. On or about July 1, 2005, JENNE failed to disclose the \$20,000 on his annual financial disclosure form for 2004 that he mailed from the Southern District of Florida to the Florida Commission on Ethics in Tallahassee, Florida.

\$3,000 from L.N.

24. In or about March 2004, JENNE gave L.N. the name of a Broward Sheriff's Office deputy as someone who could conduct a training for the Royal Barbados Police Force during the deputy's off-duty hours.

25. In or about April 2004, when L.N. asked JENNE whether he owed anything for JENNE's assistance in giving him the name of an instructor, JENNE told L.N. to compensate A.V. for any work that she might have done.

26. In or about April 2004, JENNE informed A.V. that she was going to be receiving checks from L.N. and further instructed her that she should cash the checks and then give the cash to M.Y., who would deposit the cash into JENNE's bank account.

27. On or about April 15, 2004, despite the fact that A.V. had done no more than several total hours of work for L.N., A.V. accepted a check for \$3,000 from L.N. drawn on IST's bank account.

28. On or about April 15, 2004, A.V. took the check to her bank, cashed the check for the full \$3,000 amount, and gave the \$3,000 in cash to M.Y.

29. On or about April 16, 2004, M.Y. deposited the \$3,000 in cash into JENNE's personal checking account.

30. On or about July 1, 2005, JENNE failed to disclose the \$3,000 on his annual financial disclosure form for 2004 that he mailed from the Southern District of Florida to the Florida Commission on Ethics in Tallahassee, Florida.

\$2,500 from L.N.

31. In or about February 2004, JENNE gave L.N. the name of a Broward Sheriff's Office deputy as someone who could do a security survey during the deputy's off-duty hours for a chain of duty-free stores that had hired one of L.N.'s companies.

32. In or about May 2004, when L.N. asked JENNE whether he owed JENNE anything for JENNE's assistance in giving him the name of someone interested in doing the security survey, JENNE told L.N. to compensate A.V. for any work that she may have done.

33. On or about June 1, 2004, despite the fact that A.V. had not done any additional work for L.N., A.V. accepted a check for \$2,500 from L.N. drawn on the bank account of L.N. & Associates.

34. On or about June 4, 2004, A.V. took the check to her bank, cashed the check for the full \$2,500 amount, and gave the \$2,500 in cash to M.Y.

35. On or about June 4, 2004, M.Y. deposited the \$2,500 in cash into JENNE's personal money market account.

36. On or about July 1, 2005, JENNE failed to disclose the \$2,500 on his annual financial disclosure form for 2004 that he mailed from the Southern District of Florida to the Florida Commission on Ethics in Tallahassee, Florida.

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

#### **COUNTS 2-4**

#### **Making and Subscribing a False Return (26 U.S.C. § 7206(1))**

37. The United States Attorney re-alleges and incorporates herein by reference the General Allegations section of this Information.

#### **Unreported Income for 2001**

38. Prior to the time he became Sheriff in 1998, and continuing until 2003, JENNE received the benefit of payments made by his prior employer, a law firm located in Fort Lauderdale, Florida, on a loan for a Mercedes convertible driven by JENNE. Prior to the time he became Sheriff in 1998, and continuing until the date of this Information, JENNE has also received the benefit of payments made by his former law firm to pay for the insurance on the Mercedes. In the year 2001, the total amount of payments made by the law firm concerning the Mercedes was approximately



\$19,658. JENNE did not report any of the payments made for his benefit as income on his 2001 federal income tax return.

39. In or about June 2001, JENNE sought assistance from P.P. in demolishing a house that JENNE owned in Lake Worth, Florida that had been cited for code violations by the Lake Worth Code Enforcement Board. In November 2001, P.P.'s real estate company paid a contractor \$8,130 for the demolition work done on JENNE's behalf. JENNE never reimbursed P.P. or P.P.'s real estate company for any of the \$8,130. JENNE did not report the \$8,130 payment made for his benefit as income on his 2001 federal income tax return.

#### Unreported Income for 2002

40. In 2002, JENNE's former law firm made approximately \$17,738 in payments for his benefit concerning the Mercedes. JENNE did not report any of the payments made for his benefit as income on his 2002 federal income tax return.

41. From in or about March 2002 to in or about September 2002, JENNE served as a close advisor to P.P. on a business transaction in which P.P. invested money into a privately-held company called SuperTech Products, Inc. ("SuperTech"). On or about September 25, 2002, JENNE received a \$10,000 check for work that JENNE had done related to P.P.'s investment in SuperTech. JENNE did not report the \$10,000 as income on his 2002 federal income tax return.

#### Unreported Income for 2004

42. In 2004, JENNE's former law firm made approximately \$ 2,883 in payments for his benefit concerning the Mercedes. JENNE did not report any of the payments made for his benefit as income on his 2004 federal income tax return.

43. As described above in Count 1, and re-alleged and incorporated herein, JENNE fraudulently obtained \$5,500 from L.N. in 2004. JENNE did not report the \$5,500 as income on his 2004 federal income tax return.

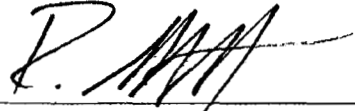
44. On or about each of the dates set forth below, in Broward County, in the Southern District of Florida, and elsewhere, the defendant,

**KENNETH C. JENNE,**

did willfully make and subscribe a Federal Income Tax Return, which was verified by a written declaration that it was made under the penalties of perjury and was filed with the Internal Revenue Service, which Federal Income Tax Return he did not believe to be true and correct as to every material matter in that the Federal Income Tax Return stated that the defendant's reported taxable income for calendar years 2001, 2002, and 2004 was as set forth below, whereas, as the defendant then and there well knew and believed, his actual taxable income for calendar years 2001, 2002, and 2004 was a higher amount, as set forth below:

COUNT	DATE	TAX YEAR	REPORTED TAXABLE INCOME	ACTUAL TAXABLE INCOME
2	April 11, 2002	2001	\$171,380	\$202,442
3	April 11, 2003	2002	\$138,206	\$166,639
4	April 13, 2005	2004	\$191,150	\$200,453

All in violation of Title 26, United States Code, Section 7206(1) and Title 18, United States Code, Section 2.



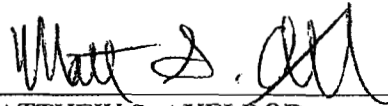
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R. ALEXANDER ACOSTA  
UNITED STATES ATTORNEY



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MICHAEL PATRICK SULLIVAN  
ASSISTANT UNITED STATES ATTORNEY



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MATTHEW S. AXELROD  
ASSISTANT UNITED STATES ATTORNEY