

Attachments to Narrative Appendix styled  
"Park Towers: 'The Contact at HUD'; Dean's Knowledge of  
Mitchell's Involvement; the Post-Allocation Waiver;  
and the Eli Feinberg Testimony"

1. Martin Fine Memorandum of July 31, 1985
2. Park Towers Chronology, with attached Martin Fine Memoranda of February 5, 1986, March 4, 1986, April 5, 1986, and letter from Fine to Eli Feinberg dated February 14, 1986
3. August 20, 1993 letter from Associate Independent Counsel Robert E. O'Neill and Paula A. Sweeney to Stephen V. Wehner
4. August 29, 1993 letter from Associate Independent Counsel Robert E. O'Neill and Paula A. Sweeney to Stephen V. Wehner
5. Listing of Jencks Material provided by the Office of Independent Counsel
- 5a. Report of Interview of Eli Feinberg on May 15, 1992
- 5b. Report of Interview of Richard Shelby on May 19, 1992
- 5c. Report of Interview of Aristides Martinez on May 18, 1992
- 5d. June 5, 1986 letter from Richard Shelby to Eli Feinberg
6. OIC 's Park Towers Chart
7. Revised Presentence Investigation Report, pp. 1, 6, 47 (Feb. 7, 1994)

MEMORANDUM

TO: The File  
FORM: Martin Fine  
DATE: July 31, 1985  
RE: Sale of Park Towers

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Attached is a memo, rather a telephone message from Eli Feinberg, on this date. He advised that Lance Wilson will be confirmed as FHA Commissioner/Assistant Secretary of HUD.

He feels that this will work well in our favor and also reported that our friend was meeting with the contact at HUD this coming week. I brought Eli up to date in connection with our recent letter and other correspondence with HUD in which I sent them a copy of the deed indicating control. I told him I thought that several of the other applicants would be weeded out because of their delinquent status.

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PARK TOWERS CHRONOLOGY<sup>1</sup>

- 12/5/83 Martin Fine writes to Melvin Adams of Dade County PHA suggesting conversion of Park Towers to a moderate rehabilitation project.
- 10/29/84 Moderate rehabilitation application filed.
- 7/11/85 Revised consulting agreement between Martin Fine and Eli Feinberg.
- 7/24/85 Fine writes Perez with 7/18/85 memo from Marti to Adams of Metro Dade which Fine reads to indicate that "our project is really very much in line."
- 7/30/85 Lance Wilson sends Phone-O-Gram to Feinberg.
- 7/31/85 Fine writes memo to file attaching memo from Feinberg stating that Lance Wilson will be confirmed as Assistant Secretary for Housing/FHA Commissioner and that this is a favorable development.
- 11/27/85 HUD sends Dade County 266 mod rehab units.
- 11/27/85 Keefe Company sends invoice to Fine for \$45,000.
- 2/3/86 Shelby tells Feinberg that Shelby had conversation with his friend at HUD; she requested certain information about the length of ownership of the property, etc.
- Shelby sends Dean copy of materials indicating that she should receive another copy in a day or so.
- 2/5/86 Fine writes that Shelby had meeting "with some people from HUD" and describes the problem of using mod rehab funds when there is a Section 312 loan on the property. Shelby gives name of DeBartolomeis to whom Metro Dade should send request for waiver.
- 2/13/86 Adams of Metro Dade writes DeBartolomeis requesting a waiver.
- 2/21/86 Feinberg states Shelby has spoken to "his friend at HUD during the day and was assured that they would promptly be sending a waiver to Mel Adams granting the waiver which he requested."
- 3/4/86\* Mel Adams has met "with the gentleman from Washington

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<sup>1</sup> This is a previously prepared document that is not intended to be comprehensive. Asterisks indicate underlying documents are attached. These were the only such documents readily available.

(De Bartolomeis)..." Adams advised that "he had a very productive meeting with De Bartolomeis and that he was advised by him that he would be granting a waiver on both of these items. He said that it might take a little longer than he had anticipated because of the D3 mortgage but that basically, he would be granting both waivers."

- 3/10/86 Shelby advises Fine "that he in turn had met with DeBartolomeis who advised him that he would approve the waiver subject only to the two mortgages being paid off prior to the first payment."
- 3/18/86 Adams supplements his waiver request to DeBartolomeis.
- 4/14/86 DeBartolomeis signs waiver on 312 issue.
- 4/15/86\* Shelby advises Fine that DeBartolomeis said waiver was on the way.
- 5/28/86 DeBartolomeis signs waiver on Section 282.401(c)(2).
- 6/12/86 Fine records discussion with Shelby about assistance in securing waiver.
- 6/16/86 Shelby tells Fine that they had a shot at getting another waiver.
- 6/16/86 Fine writes Shelby regarding items that might be included in "'hypothetical letter' to appropriate person."
- 7/21/86 Fine notes that Shelby has spoken to his friend in Jacksonville.
- 9/10/86 Fine letter to Shelby indicates that Fine met "your good friend Jim Chaplin."
- 11/19/86 Shelby tells Fine that "his friend Silvio had a good meeting in Washington with Mr. Chaplin."
- 12/3/86 Fine writes that "Rich Shelby called me and said that he had had a meeting with Silvio... Rick feels certain that the request we have previously made will be granted... He will follow up and keep Silvio posted and likewise keep me posted."



## OFFICE OF INDEPENDENT COUNSEL

444 NORTH CAPITOL STREET      SUITE 519  
WASHINGTON, D.C. 20001

August 20, 1993

BY HAND

Stephen V. Wehner, Esq.  
513 Capitol Court, N.E.  
Suite 200  
Washington, D.C. 20002

Re: United States v. Dean, 92-181 (TFH)

Dear Mr. Wehner:

As we have stated on many occasions, the Government recognizes its obligation to provide discovery to the defense pursuant to the Court's discovery orders, Rule 16 of the Federal Rules of Criminal Procedure, and Brady v. Maryland, 373 U.S. 83 (1963). Although we believe that most of the following material is not exculpatory of defendant Dean, nonetheless, in an abundance of caution, the Government provides the following information:

1. Dubois Gilliam stated that he believes that Thomas Demery had the final say on the distribution of Mod Rehab units for the Terre Mark project.
2. Janice Golec stated that Deborah Dean cautioned her not to get anywhere near the Patriots Group project. She also stated that many people were involved in the Mod Rehab units awards decision. Deborah Dean, the Assistant Secretary of Housing, possibly the Under Secretary of Housing, and the Deputy Assistant Secretary for Multi-Family Housing were all involved in the decision. Golec further stated that Maurice Barksdale, Deborah Dean or Lance Wilson, the Deputy Assistant Secretary, Silvio DeBartolomeis, a General Counsel, and the Under Secretary (if an Under Secretary was in place, it was Philip Abrams for a time) made the Mod Rehab funding decisions. Golec advised that, by mid- to late 1984 she understood that Deborah Dean, Secretary Pierce, the General Counsel, the Under Secretary, and the Assistant

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Secretary of Housing were involved in the Mod Rehab decision-making process in some fashion. In addition, Golec said that, shortly after Golec attended a lunch with Marion Pines and James Lomenick, Deborah Dean called Golec into her office and reprimanded Golec for attending the luncheon because it might give the city of Baltimore the wrong impression.

3. J. Michael Dorsey stated that Deborah Dean did speak for Secretary Pierce on occasion, or at least said that she did.
4. Maurice Barksdale stated that Deborah Dean never instructed him to fund particular public housing authorities. Barksdale also stated that, as Assistant Secretary for Housing, he had been responsible for making decisions concerning Mod Rehab allocations, and he denied that Deborah Dean or anyone else had made any of those decisions. Barksdale acknowledged that requests came from the Secretary's office concerning allocations of Mod Rehab units, but he stated that those requests never were in the form of a demand. Barksdale further stated that the Mod Rehab selection committee usually met in his office or in a conference room. Deborah Dean definitely would have known of the committee and, in fact, may have attended one or two meetings to present information relative to the funding of certain public housing authorities.

Barksdale stated that Dean could have discussed with Barksdale about Mod Rehab units going to Jacksonville, Florida. She would have said that "the Secretary was interested." She would have asked Barksdale about the status of the units. Barksdale would have responded that he would check with the HUD Secretary about the request. Dean would then have dropped the subject.

Barksdale stated that, in addition to input from Barksdale's staff, Pierce's Executive Assistants Lance Wilson and Deborah Dean frequently contacted Barksdale and indicated that a politician, consultant, or developer had an interest in a specific project. According to Barksdale, Dean and Wilson represented that they were acting on Pierce's behalf.

Barksdale stated that, when Deborah Dean would call him, sometimes she would say that she was

calling on the Secretary's behalf and sometimes she would just call herself, but that, any time she called, Barksdale assumed that she was calling on behalf of the Secretary's office because she was an Executive Assistant and reported to the Secretary. Barksdale also said that, if he was asked to consider a funding situation that his staff had recommended against or there was no way in the world that it legitimately could be put together or worked out, he would ask to speak to the Secretary and would ask the Secretary whether in fact Deborah Dean was really representing him; according to Barksdale, in many situations the Secretary would say yes.

5. Pamela H. Patenaude stated that she did not believe Deborah Dean to be heavily involved in the allocations of Mod Rehab units during Maurice Barksdale's tenure. Patenaude also stated that Deborah Dean commanded a great deal of authority and made it a regular habit to invoke the Secretary's name when she was directing people to take certain actions. In addition, Patenaude said that at all times Deborah Dean invoked the name of the Secretary when she ordered decisions on Mod Rehab funding and that such was the authority that she used to make the funding decision.
6. Richard Giegengack stated that the funding of the Mod Rehab program was at the discretion of HUD Secretary Samuel Pierce. Dean and two other individuals, whom he could not identify by name or title, had authority and delegation from Pierce in dispensing units of the Mod Rehab program.
7. Shirley McVay Wiseman stated that Dean routinely said that the Secretary wanted the Durham Hosiery Mill project funded and that, on a weekly basis, Dean would follow up with her on any progress she had made. She stated that eventually several weeks had passed when she received an unsolicited phone call from Secretary Pierce himself. Wiseman said that Pierce asked her, in substance, whether Dean had been talking to Wiseman about the Durham Hosiery Mill project. Furthermore, Wiseman advised that, with regard to the Durham Hosiery Mill project, Dean would routinely suggest that either the Secretary wanted it funded or "we want it funded," and that Dean intended that to mean that both she and the Secretary wanted the project funded.

8. Silvio DeBartolomeis stated that, during the tenures of Barksdale, Wiseman, and Hale as Assistant Secretaries for Housing, he was not aware of any Mod Rehab funding selection committee and he did not believe that there were any "behind the scenes" decisions being made but instead believed that these individuals used the fair share criteria for 85% of the Mod Rehab funding and that, as in most programs, 15% of the Mod Rehab funds available were discretionary. DeBartolomeis further advised that it was his impression that Dean had first become involved in Mod Rehab funding decisions when he (DeBartolomeis) had become Acting General Deputy Assistant Secretary. He also stated that he once advised Dean that, because he was the Acting FHA Commissioner, the decision-making authority on Mod Rehab projects should be his and his alone and that Dean responded that he was only the Acting FHA Commissioner and that, in fact, Secretary Pierce was making funding decisions until an Assistant Secretary for Housing/FHA Commissioner was appointed.

DeBartolomeis stated that, in connection with Deborah Dean's having initiated a Mod Rehab funding round in DeBartolomeis's absence (when he was in Geneva, Switzerland), Dean replied that she did it for the Secretary, who wanted it done.

9. Starr Eckert stated that Dean wielded a lot of power at HUD and often used the Secretary's name, with or without his knowledge.
10. Stuart Davis stated that both Lance Wilson and Deborah Dean would invoke the Secretary's name on frequent occasions and suggest that the Secretary wanted a particular funding action taken. He also said that both Wilson and Dean would suggest directly that they were speaking for the Secretary in matters relating to funding decisions and that neither Abrams nor Barksdale had a relationship with Pierce that would have allowed them to directly question Pierce as to his position on these funding matters. Davis further stated that it was typical for Wilson or Dean to say that the Secretary wanted this particular project funded and that Abrams and Barksdale did not seek to confirm these particular directions with Secretary Pierce.



In addition, Davis said that Mod Rehab units usually were awarded after Maurice Barksdale received a telephone call from someone in the Secretary's office, usually Deborah Dean or Thomas Demery, to fund a specific project. Davis also said that, while, technically, Barksdale's signature was required for all funding decisions related to Section 8 allocations, funding decisions actually were made by someone in the Secretary's office (Lance Wilson - 4/84 or Deborah Dean) or someone in the Under Secretary's office (Philip Winn).

Davis further stated that he recalled several instances in which either Deborah Dean or Lance Wilson called or met with Maurice Barksdale to tell Barksdale that Secretary Pierce wanted certain projects funded, and that on several occasions he (Davis) was in the room with Barksdale when either Wilson or Dean came in and communicated that.

11. Thomas Casey stated that Lance Wilson did not cite Secretary Pierce's name the way that Deborah Dean later did. Casey also stated that he believed that some of the other Special Assistants believed Dean when she said that the White House or Secretary Pierce wanted various things done, but that he (Casey) did not believe her.
12. Thomas Demery stated that he once asked Pierce how he (Demery) would know when there was a particular Mod Rehab effort that Pierce was interested in and that Pierce replied that he would speak through Dean.

Demery also said that he served as the key advisor to the Secretary on all federal housing policy issues and was responsible for the control and distribution of substantial amounts of annual funding authority that are utilized to produce and rehabilitate additional assisted housing and to provide housing subsidy assistance to eligible households under a variety of different programs.

13. Eli Feinberg stated that he recalled conversations during which Richard Shelby said that Shelby had made telephone calls and had visited people in connection with seeking Mod Rehab funding for Park Towers. DeBartolomeis was one of the people with whom Shelby spoke. Feinberg also stated that he became aware that Shelby and Dean were good

friends and that Shelby would check with Dean on the status of how things were going through the bureaucracy regarding Park Towers.

14. Marion Pines stated that Janice Golec and Deborah Dean were not involved in Uplift.
15. Lory G. Breneman stated that she attempted to locate the financial disclosure form submitted by Deborah Gore Dean when she was a Presidential nominee in 1987, but that she (Breneman) was unable to find the form after reviewing all of the files submitted to Archives by the U.S. Senate Committee for Banking, Housing, and Urban Affairs (Senate Banking Sub-Committee), plus additional files submitted to Archives.

Breneman stated she contacted Archives and requested that someone look for Deborah Dean's file and that, shortly thereafter, was told that Dean's file was missing.

16. Andrew C. Sankin stated that he understood that the Secretary was the decision-maker as far as where Mod Rehab units went and would use the discretionary nature of the program in such a way as to further his own agenda. Sankin also said that he understood that, as Executive Assistant to the Secretary, Dean was the Secretary's alter ego and that she "would have great impact on the Secretary's discretion."
17. Sherrill Nettles Hawkins stated that Mod Rehab funding decisions were made by the Assistant Secretary for Housing and the Secretary, and that Deborah Dean acted on behalf of the Secretary.
18. Claude Dorsy stated that he believed that, at some point in time, Lou Kitchin indicated that he was working with Thomas Demery.
19. Louis L. Kitchin stated that Deborah Dean did not provide any personal favors to him relative to HUD business. Kitchin was reminded that he previously had stated that Dean had interceded on the Woodcrest project. Kitchin then said that Dean had done nothing more on the Woodcrest project than to take it through the normal course at HUD. According to Kitchin, Jim Hamernick's office made the decision to fund the Woodcrest project. Kitchin advised that Hamernick was the head of the Office of Multi-Family Housing and that Kitchin

did not believe that Hamernick would have accommodated a request from Dean that the project be funded. Although Kitchin acknowledged that it could be perceived that he did a favor for Dean in providing the money to her, he denied that he provided the money to Dean in return for any official acts. Kitchin further stated that he perceived that there were approximately five persons on the Mod Rehab allocation committee at HUD Headquarters and that Dean sat on the committee in Secretary Pierce's absence.

20. Richard D. Shelby stated that, at some point in 1985, he became aware that there was a panel or committee that reviewed applications for Mod Rehab units and that the Under Secretary, the Assistant Secretary for Housing, and the Executive Assistant to the Secretary made up the panel. According to Shelby, the panel made specific recommendations to the Secretary regarding allocations of Mod Rehab units. Moreover, Shelby continued that the Secretary made the ultimate decision regarding Mod Rehab funding but that he usually (about 98% of the time) acted on the recommendations of the panel. Shelby also stated that, in connection with Eli Feinberg's remark that "our friend was meeting with the contact at HUD this coming week," Shelby believed that "the contact at HUD" meant Silvio DeBartolomeis rather than Deborah Dean, because, as of August 1985, most of Shelby's contacts regarding Park Towers had been with DeBartolomeis, and that these contacts had been with DeBartolomeis alone, although they were not behind closed doors. In addition, Shelby said that Deborah Dean, Silvio DeBartolomeis, and the Under Secretary were on the panel that made the decision to award Mod Rehab units to Park Towers.

Shelby further said that, to his knowledge, Deborah Dean was not aware that John Mitchell was involved in the Park Towers project.

21. Rickie Kent Price stated that, during a telephone conversation with Silvio DeBartolomeis, DeBartolomeis advised Price that he (DeBartolomeis) no longer was the final authority on Mod Rehab funding decisions, that "no one in this office is," and that the decision was going to go to the tenth floor and that Deborah Dean would have the final say.

31. George Ramonas stated that, at some point, he knew that Deborah Dean was on a committee (although he did not know whether the committee was formed pursuant to statute or regulation or was otherwise a formalized committee) and that she had great impact on whatever went on in the Department, as did the Secretary and the Under Secretary and the housing person.
32. Rosalie DeBartolomeis stated that, in response to an inquiry concerning whether HUD could assist the State of Florida, Deborah Dean told her that DeBartolomeis would have to contact Thomas Demery because Dean did not have that authority.

Very truly yours,

*Robert E. O'Neill*

Robert E. O'Neill  
Paula A. Sweeney  
Associate Independent Counsel

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444 NORTH CAPITOL STREET SUITE 519  
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August 29, 1993

By FAX and MAIL

Stephen V. Wehner, Esq.  
513 Capitol Court, N.E.  
Suite 200  
Washington, D.C. 20002

Re: United States v. Dean, 92-181 (TFH)

Dear Mr. Wehner:

In response to your letter of August 24, 1993, concerning the dates upon which the Office of Independent Counsel ["OIC"] received the information contained in our letter of August 20, 1993, the Government provides the following information:

1. Dubois Gilliam provided the referenced information to the OIC on March 13, 1992.
2. Janice Golec provided the referenced information to the OIC on June 10, 1991 and October 2, 1991.
3. J. Michael Dorsey provided the referenced information to the OIC on September 17, 1991.
4. Mary R. Maher provided the referenced information to the OIC on November 26, 1991.
5. Maurice Barksdale provided the referenced information to the OIC on October 24, 1991, June 28, 1992, June 29, 1992, and March 22, 1993.
6. Pamela Patenaude provided the referenced information to the OIC on July 13, 1990 and November 2, 1990.
7. Richard Giegengack provided the referenced information to the OIC on November 4, 1991.
8. Ross Kumagai provided the referenced information to the OIC on January 30, 1991.

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9. Shirley McVay Wiseman provided the referenced information to the OIC on August 21, 1990.
10. Silvio DeBartolomeis provided the referenced information to the OIC on June 14, 1990, November 8-12, 1992, and January 17-18, 1993.
11. Starr Eckert provided the referenced information to the OIC on July 26, 1990.
12. Stuart Davis provided the referenced information to the OIC on August 3, 1990, February 12, 1993, and March 12, 1993.
13. Thomas Casey provided the referenced information to the OIC on February 11 and 14, 1991, March 1, 1991, and May 22, 1991.
14. Thomas Demery provided the referenced information to the OIC on August 20, 1990 and July 25, 1992.
15. Eli Feinberg provided the referenced information to the OIC on May 18, 1992.
16. Marion Pines provided the referenced information to the OIC on May 7, 1992.
17. Lory G. Breneman provided the referenced information to the OIC on June 24, 1992 and September 15, 1992.
18. Andrew Sankin provided the referenced information to the OIC on April 30, 1992.
19. Sherrill Nettles Hawkins provided the referenced information to the OIC on September 9, 1992.
20. Claude Dorsy provided the referenced information to the OIC on May 15, 1992.
21. Louis Kitchin provided the referenced information to the OIC on April 13-14, 1992.
22. Richard Shelby provided the referenced information to the OIC on April 8, 1992 and June 4, 1992.
23. Jimmy Bell provided the referenced information to the OIC on June 2, 1993.
24. Rickie Kent Price provided the referenced information to the OIC on November 14, 1991.
25. George Ramonas provided the referenced information to the OIC on April 9, 1992.

26. Rosalie DeBartolomeis provided the referenced information to the OIC on May 26, 1992.

Very truly yours,

*Robert E. O'Neill*

Robert E. O'Neill  
Paula A. Sweeney  
Associate Independent Counsel

Jencks Files for Government's First Week Witnesses

Adams, Melvin	3500-MA-1	ROI 1/16/92
	3500-MA-2	FBI/OIG 3/23/88
	3500-MA-3	Letter of Resignation 6/2/86
	3500-MA-4	Florida Grand Jury Report 5/13/86
Barksdale, Maurice	3500-MB-1	Interview Report 10/24/91
	3500-MB-2	Interview Report 4/20/92
	3500-MB-3	Interview Report 6/28/92
	3500-MB-4	Grand Jury 6/29/92
	3500-MB-5	FBI Interview 1/23/90
	3500-MB-6	Interview 12/16/88
	3500-MB-7	Interview 10/14/83
	3500-MB-8	Interview 10/21/83
	3500-MB-9	Deposition 11/20/84
Brennan, John	3500-JB-1	Grand Jury 3/10/92
	3500-JB-2	Interview Report 5/29/92
	3500-JB-3	Interview 2/20/87
	3500-JB-4	Interview 2/19/87
Calabrese, Thomas	3500-TC-1	Interview Report 5/14/92
	3500-TC-2	Interview 11/2/88
	3500-TC-3	Interview 4/13/88
Greer, Chris	3500-CG-1	Interview Report 5/16/91
	3500-CG-2	Grand Jury 12/11/90
	3500-CG-3	Grand Jury 11/2/90
Marti, Mario	3500-MM-1	Interview Report 5/15/92
	3500-MM-2	Interview 4/13/88
	3500-MM-3	Interview 6/30/88
Martinez, Aristides	3500-AM-1	Interview Report 5/15/92
	3500-AM-2	Interview 11/8/88
	3500-AM-3	Interview 6/21/88
Nunn, Louis	3500-LN-1	Interview 12/12/88
	3500-LN-2	Grand Jury 4/16/92
Sharifi, Patricia	3500-PS-1	Interview Report 5/14/92
	3500-PS-2	Interview 4/13/88
	3500-PS-3	Interview 11/2/88
	3500-PS-4	Interview 9/8/88



Jencks Material Produced 9/9/93

Feinberg, Eli	3500-EF-1	Interview Report 5/18/92
Fine, Martin	3500-MF-1	Interview 11/7/88
	3500-MF-2	Interview Report 5/13/92
	3500-MF-3	Interview 7/18/88
Gauvry, Frank	3500-FG-1	Interview Report 11/5/92
	3500-FG-2	Interview Report 9/25/92
Hastings, Madeleine	3500-MH-1	Interview Report 12/9/92
	3500-MH-2	Interview Report 5/7/92
	3500-MH-3	Interview Report 4/1/92
	3500-MH-4	Interview Report 1/7/92
	3500-MH-5	Interview Report 6/13/90
	3500-MH-6	Grand Jury 3/10/93
	3500-MH-7	Trial Testimony 1/13/93
	3500-MH-8	Interview 7/26/89
Mitchell, Martha	3500-MM-1	Interview Report 5/8/92
	3500-MM-2	Interview Report 4/20/92
White, David	3500-DW-1	Interview Report 10/26/92
	3500-DW-2	Interview Report 9/29/92
	3500-DW-3	Interview Report 9/25/92
	3500-DW-4	Interview Report 7/16/92
	3500-DW-5	Interview Report 7/14/92
	3500-DW-6	Interview Report 3/13/92
	3500-DW-7	Interview Report 3/11/92
	3500-DW-8	Interview Report 1/30/92
	3500-DW-9	Interview 12/17/87
Wiseman, Shirley	3500-SW-1	Interview Report 8/21/90
	3500-SW-2	Interview (undated)
	3500-SW-3	Interview 12/4/85

Jencks Files for Government's First Week Witnesses

Adams, Melvin	3500-MA-1	ROI 1/16/92
	3500-MA-2	FBI/OIG 3/23/88
	3500-MA-3	Letter of Resignation 6/2/86
	3500-MA-4	Florida Grand Jury Report 5/13/86
Barksdale, Maurice	3500-MB-1	Interview Report 10/24/91
	3500-MB-2	Interview Report 4/20/92
	3500-MB-3	Interview Report 6/28/92
	3500-MB-4	Grand Jury 6/29/92
	3500-MB-5	FBI Interview 1/23/90
	3500-MB-6	Interview 12/16/88
	3500-MB-7	Interview 10/14/83
	3500-MB-8	Interview 10/21/83
	3500-MB-9	Deposition 11/20/84
Brennan, John	3500-JB-1	Grand Jury 3/10/92
	3500-JB-2	Interview Report 5/29/92
	3500-JB-3	Interview 2/20/87
	3500-JB-4	Interview 2/19/87
Calabrese, Thomas	3500-TC-1	Interview Report 5/14/92
	3500-TC-2	Interview 11/2/88
	3500-TC-3	Interview 4/13/88
Greer, Chris	3500-CG-1	Interview Report 5/16/91
	3500-CG-2	Grand Jury 12/11/90
	3500-CG-3	Grand Jury 11/2/90
Marti, Mario	3500-MM-1	Interview Report 5/15/92
	3500-MM-2	Interview 4/13/88
	3500-MM-3	Interview 6/30/88
Martinez, Aristides	3500-AM-1	Interview Report 5/15/92
	3500-AM-2	Interview 11/8/88
	3500-AM-3	Interview 6/21/88
Nunn, Louis	3500-LN-1	Interview 12/12/88
	3500-LN-2	Grand Jury 4/16/92
Sharifi, Patricia	3500-PS-1	Interview Report 5/14/92
	3500-PS-2	Interview 4/13/88
	3500-PS-3	Interview 11/2/88
	3500-PS-4	Interview 9/8/88

Jencks Material Produced 9/9/93

Feinberg, Eli	3500-EF-1	Interview Report 5/18/92
Fine, Martin	3500-MF-1	Interview 11/7/88
	3500-MF-2	Interview Report 5/13/92
	3500-MF-3	Interview 7/18/88
Gauvry, Frank	3500-FG-1	Interview Report 11/5/92
	3500-FG-2	Interview Report 9/25/92
Hastings, Madeleine	3500-MH-1	Interview Report 12/9/92
	3500-MH-2	Interview Report 5/7/92
	3500-MH-3	Interview Report 4/1/92
	3500-MH-4	Interview Report 1/7/92
	3500-MH-5	Interview Report 6/13/90
	3500-MH-6	Grand Jury 3/10/93
	3500-MH-7	Trial Testimony 1/13/93
	3500-MH-8	Interview 7/26/89
Mitchell, Martha	3500-MM-1	Interview Report 5/8/92
	3500-MM-2	Interview Report 4/20/92
White, David	3500-DW-1	Interview Report 10/26/92
	3500-DW-2	Interview Report 9/29/92
	3500-DW-3	Interview Report 9/25/92
	3500-DW-4	Interview Report 7/16/92
	3500-DW-5	Interview Report 7/14/92
	3500-DW-6	Interview Report 3/13/92
	3500-DW-7	Interview Report 3/11/92
	3500-DW-8	Interview Report 1/30/92
	3500-DW-9	Interview 12/17/87
Wiseman, Shirley	3500-SW-1	Interview Report 8/21/90
	3500-SW-2	Interview (undated)
	3500-SW-3	Interview 12/4/85

Jencks Material Produced 9/10/93

Broussard, Thomas	3500-TB-1	Interview Report 12/11/92
	3500-TB-2	Interview Report 8/30/90
	3500-TB-3	Statement undated
	3500-TB-4	Deposition 6/26/91
	3500-TB-5	Deposition 6/4/86, 7/2/86, 7/3/86
Casey, Thomas	3500-TC-1	Interview Report 5/7/92
	3500-TC-2	Interview Report 3/18/92
	3500-TC-3	Interview Report 3/12/92
	3500-TC-4	Interview Report 1/21/92
	3500-TC-5	Interview Report 7/19/91
	3500-TC-6	Interview Report 7/19/91
	3500-TC-7	Interview Report 2/11/91, 2/14/91, 3/1/91, 5/22/91
	3500-TC-8	Interview Report 12/13/90
	3500-TC-9	Interview Report 12/5-6/90
	3500-TC-10	Interview 1/31/90
	3500-TC-11	Interview 1/22/90
	3500-TC-12	Interview 1/23/90
	3500-TC-13	Interview 8/15/89
	3500-TC-14	Interview 9/12/89
	3500-TC-15	Interview 8/30/89
	3500-TC-16	Interview 5/26/87
	3500-TC-17	Summary Report 6/4/87
	3500-TC-18	Grand Jury 3/24/92
	3500-TC-19	Interview 12/10/87
Hale, Janet	3500-JH-1	Interview Report 8/10/92
	3500-JH-2	Interview Report 5/5/92
	3500-JH-3	Interview Report 3/17/92
	3500-JH-4	Interview Report 2/10/92
	3500-JH-5	Interview Report 10/25/91
	3500-JH-6	Interview Report 7/19/90
	3500-JH-7	Grand Jury 8/11/92
	3500-JH-8	Grand Jury 3/26/92
	3500-JH-9	Interview undated
	3500-JH-10	Interview 1/23/90
	3500-JH-11	Interview 10/17/85
	3500-JH-12	Interview 12/4/85
Nistler, James	3500-JN-1	Interview Report 10/17/90
Rubi, Cleofe	3500-CR-1	Interview 3/2/92
	3500-CR-2	Trial Excerpt 6/17/92
	3500-CR-3	Trial Excerpt 6/18/92
	3500-CR-4	Grand Jury 3/3/92
	3500-CR-5	Letter 10/31/89



Jencks Material Produced 9/13/93

Altman, Berel	3500-BA-1	Interview Report 6/8/92
	3500-BA-2	Interview Report 4/27/92
	3500-BA-3	Interview Report 4/9/92
Altman, Steve	3500-SA-1	Report 11/24/87
	3500-SA-2	Letter 10/29/87
	3500-SA-3	Interview 11/23/88
	3500-SA-4	Interview Report 7/14/92
Bazan, Nicholas	3500-NB-1	Interview Report 4/30/92
Dorsy, Claude	3500-CD-1	Interview Report 5/15/92
	3500-CD-2	Interview Report 4/20/92
Jennings, Jack	3500-JJ-1	Interview Report 6/16/92
	3500-JJ-2	Interview Report 6/1-2/92
	3500-JJ-3	Interview Report 4/30/92
	3500-JJ-4	Interview Report 3/31/92
	3500-JJ-5	Interview Report 1/7-8/92
	3500-JJ-6	Interview Report 8/5/91
McLean, Kenneth	3500-KM-1	Interview Report 6/12/92
Mitchell, James	3500-JM-1	Interview 6/20/88
	3500-JM-2	Interview 11/2/88
	3500-JM-3	Interview Report 4/20/92
	3500-JM-4	Interview Report 5/6/92
Moore, Alvin	3500-AM-1	Interview 6/29/88
	3500-AM-2	Interview Report 5/14/92
Reynolds, Ronald	3500-RR-1	Interview Report 3/26/93
	3500-RR-2	Interview 12/17/87
Roizman, Israel	3500-IR-1	Interview undated
	3500-IR-2	Interview 1/4/89
	3500-IR-3	Interview 11/19/88
	3500-IR-4	Interview 11/9/88
	3500-IR-5	Interview Report 1/30/92
Westcott, David	3500-DW-1	Interview Report 7/22/93
Wilson, James	3500-JW-1	Interview Report 1/31/92

Jecnks Material Produced 9/13/93

Dorsey, John	3500-JD-1	Statement undated
	3500-JD-2	Interview Report 7/2/92
	3500-JD-3	Interview Report 9/17/91
	3500-JD-4	Interview 2/20/91
	3500-JD-5	FBI Interview 1/22/90
	3500-JD_6	FBI Interview 1/12/90
	3500-JD-7	Interview 6/22/88
	3500-JD-8	Interview 5/12/88
	3500--JD-9	Report of Investigation 9/25/87
	3500-JD-10	Interview 9/22/87
	3500-JD-11	Special Operational Survey 1/14/88
	3500-JD-12	Testimony 5/25/89
Giegegack, Richard	3500-RG-1	Interview 2/11/87
	3500-RG-2	Interview Report 6/12/92
	3500-RG-3	Interview Report 12/1/6/91
	3500-RG-4	Interview Report 11/4/91
	3500-RG-5	Grand Jury 11/5/91
	3500-RG-6	Grand Jury 12/19/91
Morgan, Bronwyn	3500-BM-1	Interview Report 7/11/91
	3500-BM-2	Interview Report 4/2/91
	3500-BM-3	Interview Report 8/2/90
	3500-BM-4	Interview Report 1/31/92
	3500-BM-5	Interview 12/11/87
Murray, Nancy	3500-NM-1	Interview Report 4/28/92
	3500-NM-2	Interview Report 3/18/92
	3500-NM-3	Interview Report 3/16/92
	3500-NM-4	Interview Report 4/29/91
	3500-NM-5	Interview Report 6/21/90
	3500-NM-6	Interview Report 6/8/90
	3500-NM-7	Grand Jury 5/14/92
	3500-NM-8	Grand Jury 4/21/92
Turpeau, Aaron	3500-AT-1	Interview Report 7/7/92
Winn, Philip	3500-PW-1	Interview Report 4/14/93
	3500-PW-2	Interview Report 2/8/93
	3500-PW-3	Interview Report 1/27/93
	3500-PW-4	Report of Investigation 6/22/82
	3500-PW-5	Report of INvestigation 3/17/82
	3500-PW-6	Report Of Investigation 1/29/82
	3500-PW-7	Interview 1/6/82

	3500-PW-8	Report of Investigation 12/24/81
	3500-PW-9	Interview 11/30/81
	3500-PW-10	Interview 11/16/81
	3500-PW-11	Transcript of Plea 2/9/93
	3500-PW-12	Nominations Testimony 5/27/88
	3500-PW-13	Statement 2/12/81
	3500-PW-14	Interview Report 3/5/93
	3500-PW-15	Interview Report 3/4/93
Gitlitz, David	3500-DG-1	Interview Report 12/1/92
	3500-DG-2	Interview Report 5/3/91
	3500-DG-3	Interview Report 10/19/90
	3500-DG-4	Grand JURY 12/1/92
DeBartolomeis, Silvio	3500-SD-1	Interview Report 4/21/93
	3500-SD-2	Interview Report 11/3/93
	3500-SD-3	Interview Report 11/9/92
	3500-SD-4	Interview Report 11/8/92
	3500-SD-5	Interview Report 10/1/92
	3500-SD-6	Interview Report 9/3/92
	3500-SD-7	Interview Report 6/14/90
	3500-SD-8	Interview undated
	3500-SD-9	FBI Interview 1/12/90
	3500-SD-10	Report of Investigation 10/14/83
	3500-SD-11	Interview 11/21/83
	3500-SD-12	Interview 8/14/87
	3500-SD-13	Interview 8/24/88
	3500-SD-14	Report 5/10/89
	3500-SD-15	Interview 3/9/89
	3500-SD-16	Grand JURY 11/10/92
Golec, Janice	3500-JG-1	Interview Report 6/11/92
	3500-JG-2	Interview Report 5/25/92
	3500-JG-3	Interview Report 5/18/92
	3500-JG-4	Interview Report 3/20/92
	3500-JG-5	Interview Report 3/11/92
	3500-JG-6	Interview Report 1/24/92
	3500-JG-7	Interview Report 12/17/91
	3500-JG-8	Interview Report 11/15/91
	3500-JG-9	Interview Report 10/2/91
	3500-JG-10	Interview Report 6/10/91
	3500-JG-11	Interview Report 9/21/90
	3500-JG-12	Interview 6/17/85
	3500-JG-13	Interview 12/10/85
	3500-JG-14	FBI Interview 2/11/87
	3500-JG-15	Grand Jury 5/28/92
Zagame, Susan	3500-SZ-1	Interview Report 11/18/92
	3500-SZ-2	Interview Report 8/4/92



	3500-SZ-3	Interview Report 6/25/92
	3500-SZ-4	Interview Report 5/6/92
	3500-SZ-5	Interview Report 5/6/92
	3500-SZ-6	Interview Report 7/16/91
	3500-SZ-7	Interview Report 7/10/91
	3500-SZ-8	Interview Report 7/18/90
	3500-SZ-9	Grand Jury 5/7/92
	3500-SZ-10	Grand Jury 1/28/92
	3500-SZ-11	Interview 6/1/88
	3500-SZ-12	FBI Interview 1/12/90
Rosenthal, John	3500-JR-1	Interview Report 5/27/92
	3500-JR-2	Interview Report 1/14/92
Cain, Al	3500-AC-1	Grand Jury 7/7/92
	3500-AC-2	Grand Jury 12/4/92
	3500-AC-3	Grand Jury 6/29/92
Hunt, Louise	3500-KH-1	Interview Report 12/9/92
	3500-KH-2	Interview Report 5/4/92
	3500-KH-3	Interview Report 4/23/92
	3500-KH-4	Interview Report 1/9/92
	3500-KH-5	Interview Report 11/6/91
	3500-KH-6	Interview Report 6/13/91
	3500-KH-7	Interview Report 7/10/90
	3500-KH-8	Grand Jury 12/4/92
Kumagai, Ross	3500-RK-1	Interview 6/14/88
	3500-RK-2	Interview Report 12/3/91
	3500-RK-3	Interview Report 1/30/91
	3500-RK-4	Interview Report 1/30/91
	3500-RK-5	Interview Report 6/5/91
	3500-RK-6	Interview Report 9/6/90
	3500-RK-7	Interview 6/15/88
	3500-RK-8	Interview 1/13/88
Patenaude, Pamela	3500-PP-1	Report of Investigation 9/25/87
	3500-PP-2	Report of Investigation 9/1/87
	3500-PP-3	Interview 11/21/86
	3500-PP-4	Interview 9/21/87
	3500-PP-5	Interview Report 2/3/92
	3500-PP-6	Interview Report 7/30/91
	3500-PP-7	Interview Report 10/25/90
	3500-PP-8	Interview Report 10/24/90
	3500-PP-9	Interview Report 7/13/90
	3500-PP-10	Grand Jury 11/2/90
Kitchin, Louis	3500-LK-1	Interview Report 4/20/92

3500-LK-2	Interview Report 4/21/92
3500-LK-3	Interview Report 4/24/92
3500-LK-4	Interview Report 5/18/92
3500-LK-5	Interview Report 2/5/91
3500-LK-6	Interview Report 4/13/92
3500-LK-7	Interview 11/17/88
3500-LK-8	Testimony undated
3500-LK-9	FBI Interview 11/22/75
3500-LK-10	Report undated
3500-LK-11	FBI Interview 1/12/76
3500-LK-12	Summary 9/15/89
3500-LK-13	Florida Grand Jury 3/22/90
3500-LK-14	FBI Interview 1/12/76
3500-LK-15	Grand Jury 4/21/92

Cushing, R. Hunter	3500-HC-1	Interview Report 7/31/89
	3500-HC-2	Interview 7/8/91
	3500-HC-3	Interview 6/24/91
	3500-HC-4	Interview 6/26/91
	3500-HC-5	Interview Report 6/16/92
	3500-HC-6	Interview Report 5/18/92
	3500-HC-7	Interview report 5/18/92
	3500-HC-8	Interview Report 6/11/92
	3500-HC-9	Interview Report 3/12/92
	3500-HC-10	Interview Report 3/10/92
	3500-HC-11	Interview Report 3/4/92
	3500-HC-12	Interview Report 3/4/92
	3500-HC-13	Interview Report 1/21/92
	3500-HC-14	Interview Report 11/21/91
	3500-HC-15	Interview Report 7/25/91
	3500-HC-16	Interview Report 7/25/91
	3500-HC-17	Interview Report 7/23/91
	3500-HC-18	Interview Report 7/23/91
	3500-HC-19	Interview Report 7/10/91
	3500-HC-20	Interview Report 5/9/91
	3500-HC-21	Interview Report 4/12/91
	3500-HC-22	FBI Interview 1/26/90
	3500-HC-23	Statement 6/5/85
	3500-HC-24	Interview 12/18/87
	3500-HC-25	Report of Investigation 6/12/85
	3500-HC-26	FBI Summary 6/4/87
	3500-HC-27	FBI Interview 5/27/87
	3500-HC-28	FBI Interview 2/13/87
	3500-HC-29	Grand Jury 5/19/92
	3500-HC-30	Grand Jury 4/30/92
	3500-HC-31	Deposition 12/10/87
	3500-HC-32	Hearing Testimony 6/18/86

Fogle, Charles	3500-CF-1	Interview Report 4/20/92
	3500-CF-2	Interview Report 5/8/92

Demery, Thomas

3500-TD-1	Interview Report 8/20/90
3500-TD-2	Interview Report 11/16/90
3500-TD-3	Interview Report 11/20/90
3500-TD-4	Interview Report 8/15/91
3500-TD-5	Interview Report 10/7/91
3500-TD-6	Interview Report 6/11/93
3500-TD-7	Interview Report 6/21/93
3500-TD-8	Interview Report 6/17/93
3500-TD-9	Affidavit undated
3500-TD-10	Affidavit 2/26/92
3500-TD-11	Deposition 12/3/87
3500-TD-12	Deposition undated
3500-TD-13	Testimony 5/26/88
3500-TD-14	Deposition 1/27/93
3500-TD-15	Statement 5/23/90
3500-TD-16	Statement 5/8/89
3500-TD-17	Statement 5/8/89
3500-TD-18	Statement 5/11/89
3500-TD-19	Testimony 3/3/88
3500-TD-20	Testimony 3/26/87
3500-TD-21	Testimony 6/5/87
3500-TD-22	Statement 11/10/87
3500-TD-23	Statement 5/24/89
3500-TD-24	Affidavit 1/3/90
3500-TD-25	Memorandum 1/27/88
3500-TD-26	Interview 8/14/89
3500-TD-27	Interview 5/2/88
3500-TD-28	Interview 10/4/88
3500-TD-29	FBI Interview 1/3/90
3500-TD-30	FBI Interview 2/26/87
3500-TD-31	Interview 9/22/88
3500-TD-32	Memorandum undated
3500-TD-33	Report undated
3500-TD-34	Memorandum 11/7/88
3500-TD-35	Memorandum 4/8/87
3500-TD-36	Memorandum 8/19/87
3500-TD-37	Report 1/13/87
3500-TD-38	Statement 5/30/90
3500-TD-39	Report undated
3500-TD-40	Statement undated
3500-TD-41	Testimony 5/11/89
3500-TD-42	Superceding Indictment 12/4/92

INTERVIEW REPORT  
OFFICE OF INDEPENDENT COUNSELName: Eli M. Feinberg  
  
Telephone interview on May 18, 1992,  


Feinberg began his consulting business in 1983. He believed he first met Richard Shelby in 1983 or 1984 through Ron Nathan when Nathan and Shelby were in Miami. Feinberg met Ron Nathan through someone at the law firm Akin, Gump which Feinberg knew from his Capital Hill base. Nathan gave Feinberg a profile on Shelby; he said he was from Oklahoma, he had been a Captain in the Marine Corps, he had been active in Republican party politics, and he was now doing consulting work in Washington, D.C. When Feinberg first met Shelby, Shelby was working on his own but he may have had a partner. Nathan was based in Washington, D.C. at this time, but he is now in New York. Feinberg did not know the nature of the Shelby/Nathan relationship.

Sometime in 1985, Feinberg's associate Marie Petit had dinner or drinks with Martin Fine. Fine asked Petit how he might be able to state his case based on the frustration he had experienced in applying for HUD (U.S. Department of Housing and Urban Development) Section 8 Mod Rehab (Moderate Rehabilitation) funding for his apartment building known as Park Towers in Miami, but which he had never been able to get. Petit suggested that Fine

call Feinberg, and discuss the matter directly with Feinberg.

Fine and Feinberg thereafter had discussions about the matter. They first talked towards the middle of 1985, around May, June, or July. They talked in general about dealing with the system, including the Dade County Department of Housing and Urban Development (DCDHUD), and the bureaucracy of HUD. Fine asked Feinberg if he would like to become involved in helping him to seek Mod Rehab for Park Towers. Feinberg suggested that Fine deal with a lobbying firm or a law firm with experience in HUD matters. Feinberg stated that he would work the local end as far as coordinating correspondence and other matters.

Fine asked Feinberg to suggest a firm they could work with. Feinberg suggested Richard Shelby and The Keefe Company (TKC), Washington, D.C. By that time, Shelby had sent out announcements of his association with TKC. Feinberg was acquainted with the principals of TKC, Buddy James, Bob Keefe, and Terry O'Connell. James had been Chief Counsel with the City of Cleveland. Feinberg knew Keefe from Democratic politics. He thought they were all knowledgeable people.

After that, Feinberg did not recall if Fine went to Washington, D.C. to discuss the matter with TKC or if it was initially discussed during a telephone conference call. Feinberg did recall a telephone conference call, however, during which Fine explained to Shelby and others at TKC a little about himself and Park Towers, the chronology of applications for Mod Rehab for Park Towers, and his experience of frustration in not being able to succeed in getting the desired funding for this meritorious project. After some discussions, Fine agreed to retain Feinberg, Shelby, and TKC. At some point, Fine suggested that Feinberg head up the effort, but Feinberg deferred to TKC. Fine knew the people at the Regional HUD office, the Jacksonville HUD office, and at the DCDHUD, so he agreed to deal with these offices himself.

Shelby indicated that he knew some of the people at HUD headquarters to whom he could relate Fine's story and who would take a look at Fine's project. Feinberg recalled that the first name of one of these people was Silvio, whom he acknowledged was Silvio DeBartolomeis. Feinberg did not recall if Shelby mentioned this during the first telephone conference call, or if it was during the course of later conversations. Feinberg was aware that Deborah Gore Dean's name came up as a person Shelby also knew, but Feinberg did not recall during what conversation.

The initial agreement was for a fee of \$150,000 which Feinberg was supposed to divide with TKC. Feinberg recalled a discussion with Shelby and James during which it was explained to Feinberg that TKC did not get paid for work on projects strictly based on success, and they needed a retainer. TKC took over renegotiation of the fee, and Feinberg acknowledged that the new

fee arrangement was specified in Fine's January 10, 1986 letter to Feinberg and TKC.

Feinberg recalled conversations during which Shelby said he had made telephone calls and had visited people in connection with seeking the Mod Rehab for Park Towers. DeBartolomeis was one of the people with whom Shelby spoke. Feinberg also became aware that Shelby and Dean were good friends, and that Shelby would check with her on the status of how things were going through the bureaucracy regarding Park Towers.

The allocation of Mod Rehab units was ultimately made for Park Towers. Feinberg recalled a telephone conversation during which he became aware of this, and some correspondence announcing that the allocation had arrived. Feinberg did not recall who he learned this from. He also did not recall who Fine learned about the allocation from, whether it was from himself, Shelby, or Mel Adams, who was Director of DCDHUD.

Feinberg was referred to the January 10, 1986 letter of Fine to Feinberg and TKC mentioned previously, the third paragraph of which reads as follows: "On or about the 8th day of November, 1985, Eli and I had a telephone conversation while I was traveling in Paris, France, in which he indicated that each of you had been advised that the Washington office of HUD had issued preliminary authorization for 260 units of housing to be rehabilitated under the moderate rehab program in Dade County. Eli indicated that our project consisting of 143 units was included in this allocation." The fourth paragraph of this letter begins as follows: "Since that time, Eli and I have had additional personal conversations as well as several telephone conversations with Rick Shelby regarding this project."

Feinberg advised that he recalled the correspondence regarding the telephone conversation with Fine in Paris, and he recalled sending this correspondence to the OIC pursuant to Federal Grand Jury (FGJ) subpoena. Feinberg advised that he had no independent recollection of the actual telephone call, but he believed that everything in the third and fourth paragraph of the letter as pointed out to him was factual.

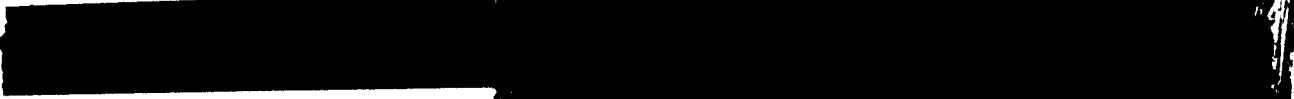

Feinberg never had any discussions regarding how Shelby had been informed of the allocation. He did not recall Shelby sending any documentation or evidence indicating that Mod Rehab units had been allocated to DCDHUD. He did not recall seeing a HUD "Rapid Reply letter" or other internal HUD documentation regarding the funding. Feinberg did not recall the exact procedure regarding how it was known that the allocation that had been made was for Park Towers. Feinberg also did not recall any discussion per se with Fine regarding Fine's lingering doubt that possibly Park Towers' 143 units were not included in the 260 unit allocation.

Fine explained that he was more of a "second string quarterback" in this deal and he mostly helped coordinate telephone calls and correspondence. When asked if he talked to Clarence James of TKC regarding the matter, Feinberg replied that it was possible he talked to James while attempting to contact Shelby at TKC or while attempting to put James and Fine together.

Feinberg received \$80,000 from TKC at the completion of this project, which he split equally with Marie Petit. The \$80,000 was paid by two checks, one for \$60,000, and one for \$20,000. Feinberg did not recall why payment was made in two checks.

Feinberg never heard that part of Fine's fee went to former Attorney General John N. Mitchell (deceased). Feinberg did not recall hearing that Mitchell was involved in the Park Towers matter. He believed that he would have recalled this if he had heard it.

The Park Towers project was the only HUD work that Feinberg did with TKC. The only other work Feinberg did with TKC involved Americable Corporation, which had nothing to do with HUD. The work involving Americable Corporation was subsequent to the work on Park Towers.

INTERVIEW REPORT  
OFFICE OF INDEPENDENT COUNSELName: Richard David Shelby  
Interview on May 19, 1992  
  


Made available for Shelby's review were copies of three letters from Martin Fine to Eli Feinberg dated May 24, 29, and 30, 1985, and a copy of a May 14, 1985 letter from Shelby to Feinberg on The Keefe Company (TKC) letterhead regarding Shelby's decision to join TKC, and advising that their original agreement to collaborate on projects would not be altered and/or modified in any way, but making no mention of the Park Towers project. Shelby was advised that the May 14, 1985 letter appeared to be the only correspondence with Feinberg that predated the correspondence from Fine to Feinberg regarding Fine's Park Towers project.

Shelby advised however, that he was virtually certain he and Feinberg had a conversation regarding Park Towers some time before he joined TKC. Shelby and Feinberg had agreed to collaborate on projects, but they did not have a written agreement. It was possible that they agreed to a straight fee splitting arrangement.

Shelby recognized the handwritten notes on the second page of the copy of the May 30, 1985 letter from Fine to Feinberg, regarding changing the fee from \$150,000 to \$225,000, as his.

Made available for Shelby's review was a copy of a page from the calendar of John Mitchell (the late former Attorney General) dated May 23, 1985, reflecting an 11:45 appointment with Shelby at The Guards. Shelby stated that perhaps events regarding his involvement in Park Towers started later than February or March as he had originally recalled; possibly they began in April. However, Shelby's recollection was still that he had a conversation with Mitchell regarding Park Towers well before he went with TKC; it may have been on the telephone. Shelby was sure that Mitchell's calendar was an accurate record of when they met for lunch;



however, he was still inclined to believe that he had telephone conversations with Mitchell regarding Park Towers before they met in person.

Shelby was not certain that when he and Mitchell had their first conversation about Park Towers that any split on the consulting fee was discussed. Shelby recalled a subsequent discussion with Mitchell in which a split on the fee was discussed, but Shelby could not recall what it was. If this discussion was before Shelby went with TKC, as he believed it was, Shelby would have been willing to split his fee equally with Mitchell; however, he did not specifically recall such a conversation.

Shelby believed he told Feinberg that Mitchell was going to be involved, but he did not tell Fine. Feinberg may have told Fine. To Shelby's knowledge, Feinberg and Mitchell never met.

It was possible that Mitchell said he had worked with others on Mod Rehab (HUD Section 8 Moderate Rehabilitation program) successfully. If so, Shelby did not call anyone to check this out. Also, Shelby did not remember asking Feinberg to call someone as a reference for Mitchell.

Shelby recalled that before he went with TKC, Feinberg was accomodating in coming to an agreement on this project. Shelby, Mitchell, and Feinberg reached an agreement on the fee. Shelby recalled that he was to get the lion's share of the fee; possibly he would get \$80,000, and Mitchell and Feinberg would split the rest with each receiving \$35,000. Shelby did not recall saying that Mitchell's money should come out of Feinberg's share.

In summary, initially Shelby and Feinberg talked about Park Towers, and possibly agreed to a 50/50 split on the fee of \$150,000, which seemed excellent. Then, Shelby called Mitchell. Shelby then called Feinberg, who was accomodating and willing to include Mitchell. Feinberg said that Shelby should get the largest portion of the fee because he would be doing the most work. This led to the breakdown of \$80,000/\$35,000/\$35,000.

Shelby then joined TKC, and immediately flew with Bob Keefe to Japan and Taiwan for 2 1/2 to 3 weeks, returning around the first week of May, possibly on May 8. At least two weeks, but not more than a month after their return, in early June at the latest, Shelby met with the TKC principals regarding the business that he was involved in at the time of coming to work for TKC. He believed that the meeting occurred in Buddy James' office.

Shelby's recollection of the meeting was as follows: James, Terry O'Connell, and Keefe were present. They came to the subject of the Park Towers project, and Shelby made reference to Mitchell's involvement. They asked Shelby if he knew of Mitchell's relationship with Deborah Dean. Shelby replied that he did not

know who Dean was. Shelby was advised that Dean was the most important person at HUD particularly as it related to the Mod Rehab program. As a result they did not think that Mitchell should be involved in the Park Towers project. Shelby believed that James was the one who told him this.

Shelby was asked if it was possible that he conveyed the Dean/Mitchell relationship to TKC. Shelby replied that he never said it was not a possibility.

Shelby did not think that any of the principals of TKC (James, O'Connell, or Keefe) had a social relationship with Dean at that time. O'Connell developed a relationship with her, but it was limited to having lunch. O'Connell did not develop a romantic relationship with Dean, but he was comfortable calling her on the telephone.

Shelby was certain that he did not meet Dean until June or July, 1985. Shelby did not know Dean prior to joining TKC, and he had never heard her name up to that point. A couple of months after Shelby returned from the trip he took after joining TKC, he had a chance meeting with Dean outside Silvio DeBartolomeis' office at HUD. At this time Shelby remarked to Dean that he thought they had a mutual friend in General Mitchell (John Mitchell). Shelby never had an intimate relationship with Dean; their relationship was entirely platonic.

It was pointed out to Shelby that James's June 7, 1985 memo to him (Shelby) regarding the fee mentioned a 50/50 split between TKC and Feinberg, and did not mention Mitchell receiving any fee. Shelby stated that the only explanation he had for this was that possibly it was drafted earlier, sat around on someone's desk, and was not typed until June 7. However, this was purely speculation. Shelby pointed out that he had mentioned earlier that the announcement card dated May 1, 1985 reflecting his association with TKC did not go out until maybe as late as August because of lack of secretarial help.

Shelby could not recall what he told TKC as far as the percentage or dollar amount of the fee that was to go to Mitchell. He recalled that based on a conversation at some point with TKC, \$50,000 came up as the "operative" number for the fee for Mitchell. He recalled Feinberg saying that Mitchell should be happy with this because of the potential for future deals.

Out of the \$225,000 fee that was negotiated, Shelby's recollection was that \$100,000 was to go to TKC; \$80,000 was to go to Feinberg, and that \$45,000 was to go to Mitchell. Shelby believed that the bookkeeper made a mistake in paying Mitchell \$50,000 rather than \$45,000, which left TKC with only \$95,000, rather than \$100,000.

Shelby thought that he recalled writing a letter to Mitchell advising him that the fee was being renegotiated, and that his share would be \$45,000.

Shelby recalled James complaining about Mitchell and Feinberg receiving such a large portion of the fee. This situation was created because Shelby had made commitments before he went to work for TKC.

Shelby knew of no reason that Feinberg would not want to mention that he knew of Mitchell's involvement. If Feinberg said that Mitchell was not involved, he was mistaken.

Regarding a letter from Dean to Shelby dated September 4, 1985 in which she enclosed information pertaining to the HUD coinsurance program, Shelby advised that during one of the lunches he had with Dean, she told him that he should consider getting involved in the coinsurance program. Shelby got the impression that coinsurance was the direction the government was headed in the housing business. Shelby speculated that possibly Dean thought helping him with this would help Mitchell in some way.

Shelby did not think that he met Louie Nunn until 1986. He knew of Nunn before then because of him being the governor of Kentucky. Shelby met Nunn at a dinner hosted by Mike Karem.

## INTERVIEW REPORT

OFFICE OF INDEPENDENT COUNSEL

Name: Aristides Martinez [REDACTED]

Interview on May 15, 1992, [REDACTED]

Martinez indicated that in 1973, he formed Marbilt, a general contracting company, with his brother, Gilberto Martinez, and Nelson Garcia. In 1978, they started working for the Archdiocese of Miami and a Presbyterian Church on three U.S. Department of Housing and Urban Development (HUD) projects, which were called Section 202. These projects were: Saint Joseph Towers, Saint Dominic Garden and Robert Forcum Towers. The total amount of the three contracts were between seven and eight million dollars.

Martinez had a weekly payroll of \$150,000 per week and had hired about 480 workers from Puerto Rico to work on these three projects. He noted that the federal government consistently failed to pay Marbilt in a timely manner, causing Marbilt to pay subcontractors late. As a result of this and other financial problems, Martinez informed the Jacksonville Area HUD Office that he wanted out of the contracts. The Jacksonville Office told Martinez that he could not stop and informed him that he could receive additional money when he provided cost certifications of additional expenses. These expenses were attributed to late payment charges, changing subcontractors and other expenses, which were caused by the government's late payments. The Jacksonville Office mentioned that they would treat such charges as change orders.

When Marbilt filed the cost certifications, Don Odenthal, Jacksonville Area HUD Office, told him that the letter regarding the change orders was issued without authority. The Jacksonville Office, in fact, wanted to deduct penalties from what they owed

Marbilt.

Lou Marganti, an associate who had also done some construction projects for the archdiocese, introduced Martinez to Louie Nunn. After Nunn decided to assist Martinez, he told Martinez to meet him in Atlanta, Georgia, where they met with Clifton Brown, HUD Regional Manager, Atlanta Regional HUD Office, and Ray Harris, Brown's assistant. Nunn provided to Martinez a "forum" in which he could indicate what had happened to his company. Nunn did not tell Martinez about any relationship he had with Brown but Martinez believed that they knew each other as a result of the way they interacted.

The Atlanta Office believed that Martinez was entitled to the additional monies but the Jacksonville Office disagreed and also wanted to debar Martinez from doing any additional HUD work. Nunn went to HUD Headquarters and was successful in preventing his debarment. Martinez did not know who Nunn met with at HUD Headquarters. Eventually, Nunn and Martinez gave a presentation to the Jacksonville Office. The settlement was Martinez being paid only on the amount owed on the contract with no penalties assessed.

Martinez did not become involved in the HUD Moderate Rehabilitation Program (MRP) before this time period. In the 1980 to 1982 time frame, Mel Adams, Director, Metropolitan Dade County (MDC) of HUD, met with a group of developers, which included Martinez. He could not recall the other attendees. Adams told the developers that he had received an allocation of three to four hundred MRP units a couple years earlier during the Carter Administration from Moon Landreau, the HUD Secretary at the time.

Adams did not HUD Headquarters to recapture the MRP funds and asked the developers to respond with proposals. Martinez was the only developer to respond and chose a project in Liberty City, which became his first MRP project. This project was called Miami Limited and had two phases. Phase one consisted of 60 units and phase two, 66 units. After Martinez acquired the property but before Martinez signed the contract with MDC for the phase two units, HUD Headquarters recaptured the funds.

Congressional representatives from Congressman Claude Pepper's and Senator Paula Hawkins' staffs met with Jim Baugh, HUD Headquarters, on Martinez' behalf. The funds were released back to MDC and Martinez received the funds.

Martinez' second MRP project was LI-HUD, Limited, which had 238 MRP units. He did not use a consultant on LI-HUD, Limited or Miami, Limited.

At some point, Martinez indicated that MDC had a particular process in place for developers when they indicated an interest in developing a project with MRP funds. Two steps in this process

was: a letter written by MDC to HUD Headquarters for MRP units and the developer submitting a proposal to MDC.

MDC would submit a letter to HUD Headquarters for MRP units based on the number of units that the developer's proposed project had. For instance, if the project was to have 293 units, then MDC may request an allocation for 300. Martinez recalled asking Mario Marti, MDC, to send these letters on his behalf for only some of his projects. He did not recall requesting letters for the following projects: Arama, Limited; LI-HUD; Miami, Limited; and South Florida. For his MRP projects, West Dade I and West Dade II, his consultant, Joseph Strauss, would have told him to whom the MDC letter should be addressed to at HUD Headquarters. Additionally, the developer would submit a proposal to have the project placed in the MDC "pipeline". Projects had to be in this pipeline, which was a list of proposals deemed to meet certain criterion for MRP participation. At MDC, Martinez dealt with: Tom Calabrese, Pat Sharifi, Don Scorcinielli, Mario Marti and Mel Adams.

When MRP allocations came down from HUD Headquarters through the Jacksonville Area HUD Office to MDC, the proposal that was considered first in the pipeline was awarded the MRP units. Being first on the list was based on criterion including: date and time the proposal was placed on the list and the proposal which matched the MRP allocation received from HUD Headquarters. Usually, it took about a year from the time a developer submitted a proposal to be placed in the pipeline until the developer signed a contract with MDC.

Martinez mentioned that he was never provided the criterion or administrative plan in written form but was only told orally how MRP units were awarded.

Carlos Salmon, Ray Borr and Mario Jiminez were Martinez' partners on LI-HUD, Limited. Salmon was part owner of most of the buildings that was used in this MRP project. Borr and Jiminez had part ownership of a few of the buildings. Due to disagreements between Salmon and the other partners regarding each partner's interests, Salmon's buildings were purchased from him when the MRP units were awarded and he did not participate in the project. Salmon, however, was the individual who lobbied for the MRP units at HUD Headquarters and it was a result of his efforts that units were awarded to the project.

Martinez did not know if Salmon met with Phil Abrams at HUD Headquarters. He did recall Louie Nunn telling him to become Salmon's partner for this project. Martinez did not know if Nunn knew Salmon or if he knew of him.

For his third MRP project, Arama, Limited, Martinez used Louie Nunn, as a consultant. This project originally had 293 units and eventually became 292 when one was disqualified. Nunn told

Martinez that he was associated with Global Research International, Incorporated, (GRI) and told him to send correspondence there. GRI was John Mitchell's company.

Martinez was shown a letter dated January 5, 1984, from Martinez to GRI, attention Governor L.B. Nunn. Martinez indicated that the letter was sent at the request of Nunn. The letter's enclosure was a list of properties that were available for MRP. Nunn's request was to determine if Martinez was able to access buildings for sale or buildings with options to buy.

Martinez was shown a MDC letter dated March 15, 1984, from Thomas Calabrese, Acting Rehabilitation Officer, to Arama, Limited, reference Arama, Limited's proposal. This letter served to inform Martinez that his project was in the pipeline.

Nunn told Martinez that he could lobby to have MRP units sent down to MDC. Martinez noted that it was a "theoretical risk", a small risk, that the MRP units could be awarded to another developer by MDC, after Nunn had worked to get them sent to MDC. He added that it was not in MDC's best interest to not award units to the developer, whose consultant was responsible for having them sent to MDC. MDC knew that that developer would not have MRP units sent to MDC again.

Martinez did not know with whom in HUD Headquarters that Nunn lobbied for MRP units. He only knew that Mitchell was helping Nunn. Martinez never knew what Mitchell did for Nunn. In early 1984, shortly after hiring Nunn to be his consultant, Martinez and Jiminez came to Washington, D.C. for a 15 minute meeting with Mitchell. Before meeting with Mitchell or during the meeting with Mitchell, Martinez was told that Deborah Dean was Mitchell's stepdaughter. He was told that Dean held a high position in HUD. These statements to Martinez indicated to him that Nunn and Mitchell had access to someone at a high level within HUD. Martinez stated that he never met or spoke to Dean. Martinez was never told that Mitchell knew Samuel Pierce, HUD Secretary. He did not know if Nunn knew Maurice Barksdale or Lance Wilson.

Martinez did not know what consulting activity Nunn did at the Atlanta Regional HUD Office or the Jacksonville Area HUD Office.

Martinez was shown a letter from Martinez to Nunn, dated March 20, 1984. Martinez indicated that he was informing Nunn that Arama was number one in the pipeline and Nunn "must get the units".

Martinez was shown a letter from Martinez to Nunn, dated April 3, 1984. Martinez stated he wanted Nunn to find out for him whether or not he should spend money on options to buy another 300 apartments based on the availability to obtain 300 more MRP units.

Martinez was shown a letter from Nunn to Martinez, dated July 6, 1984. Martinez indicated he did not know which Assistant Secretary that Nunn was referring to in the letter.

Martinez was shown a HUD Headquarters Rapid Reply Letter, dated July 16, 1984, for 293 Section 8 MRP units. Martinez noted that he had seen documents similar to this one but did not know if he had ever seen this one specifically. He may have seen such a document in the MDC Department of HUD or from one of his consultants.

Martinez was shown a letter from Martinez to Nunn, dated December 19, 1986. Martinez indicated that Nunn was not able to obtain additional units after the South Florida I, Limited MRP project. Martinez consequently used other consultants on his other MRP projects. They were Gerald Kisner and Joe Strauss.

Martinez mentioned that he used Don Sorcinelli as a consultant, whom assisted Martinez in putting the documentation and packages together for submission to MDC and HUD. Sorcinelli had been a former MDC employee. Sorcinelli's fee was \$7,500.

Martinez was shown a MDC letter from Alvin D. Moore, Director, to Tom Demery, Assistant Secretary, HUD, dated January 23, 1987, and a MDC letter from Moore, to Deborah Dean, Executive Assistant to the Secretary for HUD, dated February 5, 1987. Martinez indicated that these letters may have been written on his behalf, possibly for his West Dade, Limited I and West Dade, Limited II MRP projects.

Martinez stated that at some point, it became part of the process to have MDC write letters to HUD Headquarters for MRP units. Martinez recalled talking to Mario Marti about sending such letters. He did not recall talking to Alvin Moore about such matters. However, he mentioned that the letters were not requested by him for the following projects: Arama, Limited; South Florida, Limited; Li-HUD; or Miami, Limited.

Martinez' consultant for West Dade, Limited I and II, Joe Strauss, would have told Martinez to whom the MDC MRP request letters were addressed to in HUD Headquarters. Martinez did not recall Strauss ever showing him any internal HUD documents.

Martinez indicated that he used other consultants to obtain MRP units for other projects, when he determined that Nunn's ability to obtain more units were "exhausted".

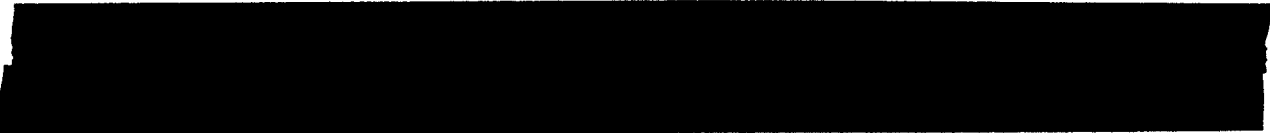
Manny Vergara, son of Manolo Vergara, a friend of Martinez, introduced Joseph Strauss to Martinez. Strauss told Martinez that he had been an assistant to Pierce at HUD. Nothing else was said about that and Martinez asked him no questions. Strauss was hired as a consultant and Martinez obtained MRP units for his projects,



West Dade I and West Dade II. Martinez did not recall Strauss ever showing him any internal HUD documents.

Martinez met Gerald Kisner through an attorney, Charles Citrim, who worked at the same law firm as Kisner. The firm has since disbanded. Kisner told Martinez that he had formerly worked in the legal counsel division of HUD. Kisner indicated that he had to wait a certain time period before he could lobby for MRP units for him. Kisner was hired as a consultant for Miami, Limited II and Little Havana, Limited. The local public housing authority (PHA) for these two projects was the City of Miami and not MDC. Kisner was successful in lobbying for MRP units for the City of Miami and also dealt with the PHA himself instead of Martinez. Although Kisner was responsible for obtaining units for both projects, he only charged Martinez consultant fees for the Little Havana, Limited project. Kisner's only requirement of Martinez was to build Miami, Limited II in Liberty City. Liberty City had a large need for housing.

Martinez recalled that on a couple of occasions, either Al Moore, Director, MDC, or Marti, told him that some of the smaller developers were complaining that they had been on the pipeline for long periods of time and were complaining about being "jumped" in the pipeline. They were complaining about not receiving any MRP units after being in the pipeline for long periods of time. Martinez indicated that neither Moore nor Marti asked him for any units to provide to any other developers. He believed that the purpose of being told about the complaints was to caution Martinez in the event that MDC was "pressured" to award the units differently than they had in the past. Martinez indicated that all the units that his consultants lobbied for were always awarded to him.



1 000 660

300111

**THE KEEFE COMPANY**

Suite 711 • 444 North Capitol Street • Washington, D.C. 20001 • (202) 638-7030

4/5/86

Dear Sir -

Enclosed please find a copy of the letter I received from Silvio. I believe that it is self-explanatory, but obviously if you should have any questions please do not hesitate to call. Talk to you soon!

Kind regards,  
Rick

ATTACHMENT 5d

CA140

1986

# PARK TOWERS

Mod Rehab












DECEMBER	<b>5</b> 1983	thru	FEBRUARY	<b>27</b> 1984	<b>FINE</b> asks local PHA about Mod Rehab. <i>(Government Exhibits 62, 63)</i>
MAY	<i>sometime after</i> <b>1</b> 1985				<b>FEINBERG</b> sends <b>FINE</b> Shelby's new business announcement. <i>(Government Exhibit 66)</i>
	<b>23</b>				<b>SHELBY</b> meets <b>MITCHELL</b> for lunch. <i>(Government Exhibits 9D, 68, 11A)</i>
	<b>30</b>				<b>SHELBY</b> scheduled to meet <b>MITCHELL</b> . <i>(Government Exhibit 9F)</i> <b>FINE</b> offers <b>FEINBERG</b> \$150,000 to obtain 143 units for Park Towers. <i>(Government Exhibit 68A)</i>
JUNE	<b>20</b>				<b>DEAN</b> congratulates <b>SHELBY</b> on new job. <i>(Government Exhibit 69)</i>
JULY	<b>31</b>				<b>FEINBERG</b> tells <b>FINE</b> "our friend" is meeting with the "contact" at HUD this coming week." <i>(Government Exhibit 72)</i>
AUGUST	<b>1</b>				<b>DEAN</b> schedules lunch w/ <b>SHELBY</b> . <i>(Government Exhibit 5H)</i>
	<b>9</b>				<b>DEAN</b> and <b>SHELBY</b> meet for lunch. <i>(Government Exhibits 5I, 11B, 73, 74)</i>
SEPTEMBER	<b>9</b>				<b>DEAN</b> schedules lunch w/ <b>SHELBY</b> and <b>MITCHELL</b> . <i>(Government Exhibits 5K, 9G)</i>
	<b>10</b>				<b>SHELBY</b> sends <b>DEAN</b> information on Miami Mod Rehab and thanks her for time and effort on his behalf. <i>(Government Exhibit 76)</i>
OCTOBER	<b>15</b>				<b>DEAN</b> schedules briefing for <b>SHELBY</b> . <i>(Government Exhibit 5M)</i>
NOVEMBER	<b>22</b>				<b>DEAN</b> schedules meeting w/ <b>SHELBY</b> . <i>(Government Exhibit 5N)</i>

ATTACHMENT 6

EXH:

# PARK TOWERS

Mod Rehab

NOVEMBER 1985	 <b>26</b>	HUD Rapid Reply for 266 Mod Rehab units to Dade. <i>(Government Exhibit 78)</i>
	 <b>27</b>	<b>SHELBY's</b> employer faxes Rapid Reply to <b>FINE</b> . <i>(Government Exhibits 79, 79A)</i> <b>SHELBY's</b> employer bills <b>FINE</b> for \$45,000. <i>(Government Exhibit 80)</i>
DECEMBER	 <b>2</b>	HUD-Atlanta is notified of 266 Mod Rehab units for Dade County. <i>(Government Exhibit 81)</i>
	 <b>9</b>	<b>DEAN</b> schedules lunch w/ <b>SHELBY</b> . <i>(Government Exhibit 50)</i>
JANUARY 1986	 <b>16</b>	<b>FINE's</b> partner pays <b>SHELBY's</b> employer \$45,000. <i>(Government Exhibit 83)</i>
FEBRUARY	 <b>3</b>	<b>DEAN</b> schedules lunch w/ <b>SHELBY</b> . <i>(Government Exhibit 7B)</i> <b>SHELBY</b> sends <b>DEAN</b> Fine's letter about a problem with eligibility in light of past federal subsidies. <i>(Government Exhibit 84B)</i> <b>FINE</b> memo to file: "Rick said that he had lunch with his friend at HUD and that she indicated that this matter could be dealt with in a favorable manner..." <i>(Government Exhibit 85)</i>
	 <b>4</b>	<b>SHELBY's</b> employer pays \$10,000 to <b>MITCHELL</b> . <i>(Government Exhibit 87)</i>
MARCH	 <b>21</b>	<b>DEAN</b> schedules meeting w/ <b>SHELBY</b> . <i>(Government Exhibit 7D)</i>
APRIL	 <b>7</b>	<b>DEAN</b> has lunch w/ <b>SHELBY</b> . <i>(Government Exhibits 7F, 88)</i>
MAY	 <b>28</b>	Park Towers waiver. <i>(Government Exhibit 90)</i>
	 <b>29</b>	<b>SHELBY</b> sends a copy of waiver to <b>FINE</b> . <i>(Government Exhibit 90)</i>

# PARK TOWERS

Mod Rehab

JULY

25

1986

**DEAN** schedules lunch w/ **SHELBY**.

*(Government Exhibit 7N)*

28

**MITCHELL** notes on his calendar "12:00 Rick **SHELBY** -

Picture." *(Government Exhibit 10A)*

AUGUST

5

**DEAN** schedules lunch w/ **SHELBY**.

*(Government Exhibit 7O)*

SEPTEMBER

11

**DEAN** schedules a meeting w/**SHELBY** and others.

*(Government Exhibit 7Q)*

NOVEMBER

4

**SHELBY** sends a telegram from 13 people to the White House in support of **DEAN**'s nomination as Asst. Secy. for CPD.

*(Government Exhibit 91)*

5

**MITCHELL** schedules a meeting w/ **SHELBY** and Keating.

*(Government Exhibit 10D)*

7

**DEAN** schedules lunch w/ **SHELBY**.

*(Government Exhibit 7V)*

21

**DEAN** schedules a meeting w/ **SHELBY** and others.

*(Government Exhibit 7W)*

DECEMBER

1

**SHELBY** thanks **DEAN** for her time and effort the past few years. Assures her he hopes to reciprocate in the future.

*(Government Exhibit 92)*

24

**DEAN** schedules lunch w/ **SHELBY**.

*(Government Exhibit 7X)*

JANUARY

7

1987

Fine pays **SHELBY**'s employer \$225,000.

*(Government Exhibits 93, 94)*

14

**SHELBY**'s employer pays \$40,000 to **MITCHELL**'s business,

Global. *(Government Exhibit 97)*

# PARK TOWERS

Mod Rehab

JANUARY	 28 1987	<b>DEAN</b> schedules lunch w/ <b>RICK</b> and <b>JOHN</b> . <i>(Government Exhibit 8D)</i>
FEBRUARY	 10	<b>DEAN</b> schedules meeting w/ <b>SHELBY</b> . <i>(Government Exhibit 8G)</i>
MARCH	 21	<b>SHELBY</b> 's employer pays Feinberg \$11,250. <i>(Government Exhibit 99B)</i>
	 23	<b>DEAN</b> schedules meeting w/ <b>SHELBY</b> . <i>(Government Exhibit 8K)</i>
APRIL	 16	<b>DEAN</b> schedules lunch w/ <b>SHELBY</b> and Redota. <i>(Government Exhibit 8O)</i>
	 17	<b>DEAN</b> schedules lunch w/ <b>SHELBY</b> . Calendar contains: "Grand Hotel 12- Mitchell." <i>(Government Exhibit 8Q)</i>
MAY	 29	<b>SHELBY</b> 's employer pays Feinberg \$8,750. <i>(Government Exhibit 99C)</i>
DECEMBER	 17	<b>DEAN</b> schedules lunch w/ Al Moran, <b>SHELBY</b> and <b>MITCHELL</b> . <i>(Government Exhibit 8HH)</i>



15. *On August 9, 1985, Mr. Shelby met with the defendant to discuss obtaining the units. One month later, on September 9, 1985, he had a second luncheon meeting with her and this time, John Mitchell also attended. The following day, Mr. Shelby forwarded a letter to the defendant about the Park Towers project. On November 22, 1985, the defendant met again with Mr. Shelby. Finally, on November 26, 1985, the defendant had 143 units sent to the Metro Dade PHA at a cost of \$935,000 per year for a total contract of \$14,000,000. On November 27, 1985, the defendant sent a "rapid reply letter" dated November 26, 1993, to Richard Shelby indicating that the units had been awarded. Mr. Shelby in turn forwarded the letter to Martin Fine. The Keefe Company sent a bill to Park Towers for \$45,000, as the units were obtained before December 31, 1985. The balance of \$180,000 would be paid upon the execution of the final housing assistance payments (HAPs).*
16. *After the units were awarded, a "post allocation waiver" was needed from HUD for the project. On February 3, 1986, Mr. Shelby again met with the defendant to discuss a waiver of the regulations. He indicated to Mr. Fine that this matter could be dealt with in a "favorable manner." The following day, on February 4, 1986, the Keefe Company sent John Mitchell a check for \$10,000. The waiver was subsequently signed by Silvio DeBartolomeis on May 28, 1986. On January 8, 1987, Park Towers Associates sent a check to the Keefe Company for \$225,000. A few days later, on January 14, 1987, the Keefe Company sent a check to GRI for \$40,000. On December 15, 1987, John Mitchell paid \$3,324.83 for a birthday party for the defendant, which was attended by HUD consultants and employees.*

#### Count Two

17. *The defendant was also involved in a series of projects promoted by Andrew C. Sankin. Mr. Sankin, a childhood friend of Silvio DeBartolomeis, had recently left school and decided to become a real estate developer. For awhile he worked with Joseph Strauss, a former HUD official and, later, real estate developer. Through these contacts, he became an acquaintance of the defendant.*
18. *As this relationship evolved, Mr. Sankin began to assist the defendant with some of the business activities of the family. The defendant's family, which includes her uncle, James Gore, her aunt, Louise Gore, and her mother, Mary Gore Dean, over the years have owned several enterprises. In fact, the defendant describes in her testimony during trial that Mr. Sankin was on the "family payroll" during the commission of the offense. One of those enterprises was the Stanley Arms apartment building in Northwest Washington, D.C. This was a 40-unit apartment complex, which was in dire financial straits in 1985. During a conversation between the defendant and Mr. Sankin, he decided to assume management of the complex for a percentage of the rent proceeds. Beginning in May 1985, he began managing the building and filed a rent petition with the city government to allow them to increase the rent. The city allowed them to do so, and the complex*



*Paragraph 15 (The Offense Conduct): The presentence report describes the relationship between the defendant and Mr. Shelby in regard to the Park Tower project. The defense argues that there is no evidence that Mr. Shelby discussed Mod Rehab units with the defendant on August 9, 1985. The defense also argues that there is no evidence that they discussed Park Towers during these meetings. Further, the defense states that there is no evidence that the defendant sent units to Metro Dade in November 1985 and further that HUD sent 266 units to Metro Dade, not 143. The defense described that the evidence indicated that the units had been sent to Dade County to support the reelection of Paula Hawkins. Moreover, the defense denies that the defendant sent the rapid reply letter to Mr. Shelby. The government argues that the evidence at trial proved that the defendant made the decisions in regard to the designation of units to certain PHAs and that the meeting she attended with Mr. Shelby did involve discussions of Park Towers. Also, evidence at trial indicated that the defendant had units sent to particular PHAs, and although she did not personally send the rapid reply letter to Mr. Shelby, she had it sent.*

*As this involved trial testimony, the probation office takes no position on these statements and has not changed the report.*

*Paragraph 16 (The Offense Conduct): The presentence report reflects that Mr. Mitchell gave the defendant a birthday party in December 1987, which cost \$3,324.83. The defense argues that there is no reason to connect this party which occurred in December 1987 to a waiver that was granted in May 1986. The government believes that the depiction of these events in the presentence report demonstrates the defendant's relationship with Mr. Mitchell in the context of the offense.*

*As this objection pertains to testimony presented at trial, the probation office takes no position and has not changed the report.*

*Paragraph 18 (The Offense Conduct): The presentence report describes the financial relationship between Mr. Sankin, the defendant, and the defendant's family. The defense argues that this statement is incorrect in the presentence report that Stanley Arms was in "dire financial straits." They argue that the record supports that a more appropriate description as "the property was frequently run at a deficit." They also object to the fact that Mr. Sankin performed any other functions for the defendant's family, as Mr. Sankin never testified to that fact. The government put forth that the defendant testified that the Stanley Arms was losing a lot of money and also there was testimony that Mr. Sankin helped the family with some real estate transactions involving a condominium.*

*As this objection pertains to testimony presented at trial, the probation office takes no position and has not changed the report.*

*Paragraph 19 (The Offense Conduct): The presentence report reflects a description of the events surrounding the obtaining of exception rents for the Necho Allen Hotel. The defense objects to the statement that the defendant and Mr. Sankin had more meetings in regard to Necho Allen*