

ARREST WARRANT FORM - 11<sup>TH</sup> JUDICIAL CIRCUIT – MIAMI-DADE COUNTY, FLORIDA

WARRANT TYPE: AW

CASE TYPE: F

AWPS #

Refile indicator: YES

Court case number:

Division:

TO ALL AND SINGULAR SHERIFFS OF THE STATE OF FLORIDA, GREETINGS:

YOU ARE HEREBY COMMANDED TO IMMEDIATELY ARREST THE DEFENDANT AND BRING HIM OR HER BEFORE ME, A JUDGE IN THE ELEVENTH JUDICIAL CIRCUIT OF FLORIDA, TO BE DEALT WITH ACCORDING TO LAW.

<b>DEFENDANT'S NAME: (last)</b> Arzumanov				<b>(first)</b> Gregori		<b>(middle)</b>	
STR/APT/CITY/ST/ZIP: 19501 West Country Club Drive, unit 2603, Aventura, FL 33180							
DOB: 10/09/1961	RACE: W	SEX: M	HEIGHT: 6'00	WEIGHT:	HAIR: BR	EYES:	
SS #:	CIN #:	SID #:			FBI #:		
scars, marks, tattoos (use FCIC/NCIC abbreviations:):					IDS #:		
driver's license #				ST: FL			
veh tag #:	state:	make:	model:	year:	color:		
comments: (a/k/a Grigori Arzumanov)							

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BEFORE ME PERSONALLY CAME Det Kenneth Sealy (AFFIANT), WHO, BEING DULY SWORN, STATES THAT THE DEFENDANT Gregori Arzumanov (a/k/a Grigori Arzumanov), DID COMMIT THE ACTS STATED IN THE ATTACHED STATEMENT OF FACTS, BASED UPON THIS SWORN STATEMENT OF FACTS, I FIND PROBABLE CAUSE THAT Gregori Arzumanov (a/k/a Grigori Arzumanov) DID COMMIT THE CRIMES OF:

CHARGE # CHP/SEC/SUBS	INTENT INTENT/TYPE/DEGREE	COUNTS	VERSION	CHARGE NAME/DESCRIPTION
895.03 & 910.01	F1	1	100,000	Racketeering/RICO
817.034(4)(A)1	F1	1	100,000	Org. Fraud/Scheme to Defraud \$50K+
896.101 (3)(B)	F1	1	100,000	Money Laundering/ greater than \$100K
812.014(2)(A)	F1	1	100,000	Grand Theft First Degree
817.61	F3	1	50,000	Fraudulent Use of a Credit Card
817.115	F3	1	50,000	False Statement/ Jurisd. of Dept of State

Nebbia Hold

IN MIAMI-DADE COUNTY, FLORIDA, CONTRARY TO FLORIDA STATUTES AND AGAINST THE PEACE AND DIGNITY OF THE STATE OF FLORIDA.

POLICE CASE #: 20-002195

AGENCY #: 085

AGENCY NAME: Aventura

ASA'S APPROVAL INITIALS: EM

UNIT #:

MIN/MAN: ☒ Not Charged/Not Filed ☐ Charge Filed**EXTRADITE INFORMATION**

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> 1. Felony - Full extradition           | <input type="checkbox"/> B. Misdemeanor - Limited extradition                   |
| <input type="checkbox"/> 2. Felony - Limited extradition                   | <input type="checkbox"/> C. Misdemeanor - Extradition - Surrounding states only |
| <input type="checkbox"/> 3. Felony - Extradition - Surrounding states only | <input type="checkbox"/> D. Misdemeanor - No extradition                        |
| <input type="checkbox"/> 4. Felony - No extradition                        | <input type="checkbox"/> E. Misdemeanor - Pending extradition                   |
| <input type="checkbox"/> A. Misdemeanor - Full extradition                 |   |

SWORN TO BY AFFIANT:(name) Det Kenneth Sealy

Court ID #: 289

Date:

+ loc code if Miami-Dade

SO ORDERED THIS 27th DAY OF September 2024.

# 500,000

JUDGE IN THE 11<sup>TH</sup> JUDICIAL CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA

BOND AMOUNT

☐ FIRST APPEARANCE JUDGE MAY NOT MODIFY CONDITION OF RELEASE PER RULE 3.131(D)(1)(IV)  
 (judge's initials) \_\_\_\_\_

- \*\*\*\*\*
- ☐ TO ANSWER UNTO THE STATE OF FLORIDA ON AN INFORMATION OR INDICTMENT FILED AGAINST HIM OR HER BY THE STATE ATTORNEY FOR THE CHARGE(S) OF:
- ☐ UPON ORDER OF A JUDGE IN THE 11<sup>TH</sup> JUDICIAL CIRCUIT OF FLORIDA FOR FAILURE TO APPEAR IN COURT TO ANSWER THE PENDING CHARGE(S) OF:

CHP/SEC/SUBS	INTENT/TYPE/DEGREE	COUNTS	VERSION	CHARGE NAME/description

 JUAN FERNANDEZ-BARQUIN  
 CLERK OF THE COURT AND COMPTROLLER

BY: (Deputy Clerk)

(Date)

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

STATE OF FLORIDA                     )  
  ) SS  
COUNTY OF MIAMI-DADE            )

**STATEMENT OF FACTS IN SUPPORT OF ARREST WARRANT**

Your Affiant is Detective Kenneth Sealy, Badge# 0289 of the Aventura Police Department, has been a police officer for 20 years and has been assigned to the Aventura Police Department Criminal Investigations Unit for the past 14 years. Your Affiant is currently assigned to the department's Specialized & Economic Crimes Unit. Your Affiant is also designated as a sworn Task Force Officer with the United States Secret Service South Florida Identity Theft Task Force and the Department of Homeland Security Investigations as well as a member of the U.S Attorney Identity Theft Strike Force since 2012. Your Affiant has received training in organized fraud and credit card fraud from the Institute of Public Safety, Broward County Florida, and Citigroup Fraud Investigators, Miami-Dade County, Florida., identity theft training from the U.S Secret Service Miami field office, and tax fraud investigation training from the Internal Revenue Service Plantation field office. Your Affiant has participated in numerous fraud-related investigations and surveillances. Your Affiant has interviewed numerous persons arrested for fraud charges and has viewed various forms of fraud consisting of, but not limited to, identity theft, credit card fraud, re-embossed credit cards, re-stripped credit/debit cards, money laundering, wire fraud, and fraudulent identifications.

Your Affiant has experience conducting criminal investigations including preparations of search and arrest warrants, utilizing information received from confidential informants, identification of fraudulent credit/debit cards, identification of fraudulent identification, identification of records associated with identity theft and tax fraud, and identification of assets gained through illicit criminal activity, evidencing the violation of the laws relating to the unlawful and criminal use of personal identification information and dealing in credit cards of another. Your Affiant's training and experience

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have made him familiar with the manner in which personal identification information is illegally gained and utilized by criminals in the South Florida area. Your Affiant has been certified as an expert witness in fraud and identity theft crimes by multiple U.S Federal Magistrate judges within the Southern District of Florida federal courts. Your Affiant has also worked on investigations involving the sale and purchase of narcotics, auto thefts, residential and vehicle burglaries, organized retail crime groups, as well as violent crimes such as armed robberies, aggravated battery, sexual battery, homicides, etc.

This affidavit is based upon information known personally to your Affiant based upon investigation, and information obtained from others who have investigated this matter and/or have personal knowledge of the facts herein. Because this affidavit is being submitted for the limited purpose of establishing probable cause, your Affiant has not included every aspect, fact, or detail of this investigation.

Your affiant now makes an application for a Warrant for the arrest of GREGORI ARZUMANOV (a/k/a Grigori Arzumanov), DOB: 10/09/1961, W/M (hereinafter "defendant"), for the offense(s) of Racketeering in violation of Florida State Statute 895.03, a first-degree felony. Scheme to Defraud in an amount of \$50k or more in violation of Florida State Statute 817.034(4)(a)(1), a first-degree felony. Money Laundering, in violation of Florida State Statute 896.101 (3)(a)2a, a second-degree felony. Fraudulent Use of Credit Card in violation of Florida State Statute 817.61, a third-degree felony, Grand Theft in the first degree in violation of Florida State Statute 812.014(2)(A), Making False Statements to the Department of State in violation of Florida State Statute 817.155, a third-degree felony. The facts of the case are as follows.

**Charges**

*Racketeering:* Your Affiant is aware that Racketeering is defined by Florida Statute 895.03 (3). To prove the crime of Unlawfully Conducting or Participating in an Enterprise Through a Pattern" or Racketeering Activity, the State of Florida must prove

the following three elements beyond a reasonable doubt: that the defendant was employed by and/or associated with an enterprise; that the defendant conducted and/or participated in, directly or indirectly, such enterprise by engaging in at least two incidents of racketeering activity as defined in Florida Statute 895.02(8). Of those incidents in which a defendant was engaged, at least two of them had the same or similar intents, results, accomplices, victims, or methods of commission or were interrelated by distinguishing characteristics and were not isolated incidents. Your Affiant knows that under Florida law, an "Enterprise" means any individual, sole proprietorship, partnership, corporation, business trust, union chartered under the laws of this state or other legal entity, or any unchartered union, association, or group of individuals associated in fact although not a legal entity; and it includes illicit as well as licit enterprises and governmental, as well as other, entities.

*Organized Scheme to Defraud:* Your Affiant is aware that an Organized Scheme to Defraud is defined by Florida Statute 817.034(4)(a). To prove the crime of Organized Fraud, the State of Florida must prove that the defendant engaged in a scheme to defraud and that a defendant thereby obtained property. "Scheme to Defraud" means a systematic, ongoing course of conduct with intent to defraud one or more persons, or with intent to obtain property from one or more persons by false or fraudulent pretenses, representations, or promises or willful misrepresentations of a future act. To "obtain" means to temporarily or permanently deprive any person of the right to property or a benefit therefrom, or to appropriate the property to one's use or to the use of any other person not entitled thereto. "Property" means anything of value.

*Money Laundering:* Your Affiant is aware that Money Laundering is defined by Florida Statute § 896.101(3). To prove the crime of Money Laundering, the State of Florida must prove that a defendant conducted or attempted to conduct a financial transaction and that the money or property involved in the financial transaction represented the proceeds of an unlawful activity, (theft or an organized scheme to defraud) that a defendant knew the money or property involved in the financial transaction represented the proceeds of some form of unlawful activity, and that the

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defendant knew that the transaction was designed in whole or in part to conceal or disguise the nature, location, source, ownership, or control of the proceeds of theft or an organized scheme to defraud.

*Fraudulent Use of a Credit Card:* Your Affiant is that Fraudulent Use of Credit Card is defined by Florida Statue 817.61. To Prove the crime of Fraudulent Use of a Credit Card the state must prove that the defendant used a debit card issued in the name of the association, or billed directly to the association, for any expense that is not a lawful obligation of the association.

*Grand Theft:* Your Affiant is aware that Grand Theft is a crime defined by Florida Statute 812.014. To prove the crime of Grand Theft, the State must prove that a defendant knowingly and unlawfully obtained or used, endeavored to obtain, or use the property of the victim. The State of Florida must show that the person did so with the intent to, either temporarily or permanently, deprive the victim of his or her right to the property or any benefit from it or to appropriate the property of the victim to his or her use or to the use of any person not entitled to it.

*False Statements to the Department of State:* Your Affiant is aware that False Statements to the Department of State is a crime defined by Florida Statute 817.155. To prove the crime of False Statements to the Department of State, the State of Florida must prove that a defendant knowingly and willfully falsified or concealed a material fact, made a false, fictitious, or fraudulent statement or representation, or made or use any false document, knowing the same to contain false, fictitious, or fraudulent statements or entry.

### BACKGROUND

Your Affiant is the lead investigator into ongoing criminal activity within the Turnberry on the Green Condominium Association Inc., a not-for-profit corporation (hereinafter referred to as "TOGCA") under Aventura police department case number

01-20-002195. The Turnberry on the Green Condominiums is located at 19501 W Country Club Drive in the city of Aventura, Florida. The Turnberry on the Green Condominiums is a 28-story building with approximately 378 residential units. Turnberry on the Green Condominiums is governed by the Turnberry on the Green Condominium Association (TOGCA). The TOGCA was established on January 29, 2004, and at all times since, has been registered as a not-for-profit corporation with the Florida Division of Corporations. The TOGCA is responsible for setting budgets for the community, providing security, collecting condominium owner dues, and maintaining the common areas, including but not limited to, the pool(s), spa, and gym. It is a not-for-profit corporation, per the Florida Department of State, Division of Corporations. For all the relevant years discussed in this affidavit, the annual TOGCA budget exceeded 3 million dollars per year. The HOA's main source of income is through monthly fees paid by homeowners. These dues generate an annual revenue of approximately \$3.3 million per year.

On or about March 14, 2008, the defendant was officially registered via the Florida division of corporations as the President of the TOGCA; a position which he has continuously held until on or about January 31, 2022, when he briefly stepped down for several months and appointed the vice president L.W as the president. When the defendant stepped down, the board hired the defendant at his insisting to be the building's chief engineer. For this role, and work he did as a property manager, the defendant was paid a salary of approximately \$80,000.00 a year. Your Affiant conducted a search of the Florida Department of Business and Professional Regulation (DBPR) public database and was unable to locate any state issued licensing for engineering for the defendant. Additionally, based on the defendant's posted bio on the association's website, his degree field is in quantum physics with no indication of an engineering background. Your affiant knows that the role of a building engineer can be a title used for an individual maintaining systems in a building as a building superintendent. None of the individuals interviewed by your affiant reported seeing or knowing of the defendant physically making any repairs. The defendant's biography on the association website does not indicate any work history or training in building repair.

The defendant later resumed the position of president on or about December 6, 2022, and still holds the position as of the date of authoring this affidavit. The defendant, since approximately 2019 while still the president of the board, has also held the position of property manager of Turnberry on the Green.

The defendant, by simultaneously holding the key positions of association president, property manager, and chief engineer; effectively took over all top-level management positions within the association. This combination of positions allowed the defendant to select contractors, make purchases, and seek reimbursement for non-association expenses with no oversight or checks and balances. Your affiant did not consider the above listed salary as part of the theft calculations outlined below; however, the adoption of these additional roles enhanced the defendant's control over the association and building.

Your Affiant is investigating the defendant who is the owner of Yuka Corp d/b/a Yuka Security and GA Promanagement d/b/a Envol d/b/a New Line Construction; for engaging in a pattern of racketeering activity against the residents and owners of the TOGCA. These activities include but are not limited to embezzlement of association funds, money laundering using his various entities, credit card fraud, and grand theft. The defendant utilized his position as the president of the TOGCA, property manager, and building chief engineering to financially enrich himself. All of the unlawful conduct sought to funnel money from the TOGCA to the various entities owned solely by the defendant for his financial gain to the detriment of the members of the TOGCA.

The defendant strategically over time placed himself in these upper management positions as a means to avoid oversight and maintain unfiltered access to the association's finances. The defendant also used aggressive tactics as a means to place employees of the association and residents in fear. These aggressive tactics which included, excessive fines, termination of employment, and lawsuits were all designed to keep everyone "in line" and limit any challenges to his schemes. These aggressive fear

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tactics paired with the remaining board members obvious abandonment of their fiduciary duties, allowed the defendant to operate his schemes and embezzle the TOGCA funds unabated.

**PROBABLE CAUSE**

***YUKA SECURITY SCHEME***

On or about February 22, 2017, the defendant filed articles of incorporation with the Florida Department of State Divisions of Corporations establishing Yuka Corp, a for-profit entity. The defendant was listed as the sole officer of the company with the title of president. No additional officers were listed on the incorporation documents. On or about March 5, 2017, the Florida Department of Agriculture and Consumer Services (FDACS) approved the defendant's application for a class B Security Agency License<sup>1</sup>(# B1700129) for Yuka Security Co. which is the d/b/a for Yuka Corp (hereinafter referred to as Yuka security). The approval notification indicated that the defendant needed to pay a license fee of \$358.00 to FDACS. On May 16, 2017, TOGCA issued check number 12567 for \$358.00 drawn on TOGCA's City National Bank Operating account ending in 0750, payable to FDACS with a reference note stating, "Class B Security License".

The defendant who was the president of TOGCA at the time then mailed the TOGCA check to FDACS via FedEx 2-day air (tracking# 8987 5259 7298). Your Affiant subsequently learned during recorded interviews of board members that the defendant had told several board members that Yuka Security was a not-for-profit company owned by the TOGCA and was established because in-house security would save the association money. These board members indicated that they believed the company was owned by the TOGCA and were not aware it was a for-profit business owned by the defendant.

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<sup>1</sup> A class B security agency license in the state of Florida allows a person, firm, company, partnership, or corporation to operate as a private security agency. A class B license is only valid for one location



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On or about May 30, 2017, the defendant established two insurance liability policies for Yuka Corp d/b/a Yuka Security Company. The first policy by Normandy Insurance Co was for \$10,448.09 and the second policy was with All Safe Insurance for \$2,351.09. The defendant paid for both policies and then had the association issue two reimbursement checks (check# 12640 & 12642) from the association's City National Bank Operating account ending in 0750 made payable to Yuka Security Co. These checks were both dated June 22, 2017 and deposited into Yuka Security's business account. The defendant used \$12,839.18 in association funds to cover the cost of his personal for-profit business's liability insurance expense. This transaction provided no benefit to the TOGCA and/or its membership and was intended solely to financially benefit the defendant.

In or around December 2016, the defendant terminated the TOGCA's security contract with Bryant Security and replaced them with Fortress Protective Services for an annual cost of \$246,642.00. On or about May 22, 2017, the defendant terminated the contract with Fortress Protective Services and switched the security company to his own security company, Yuka Security Corp. Between May 22, 2017, and December 15, 2017, the defendant billed the association over \$213,000.00 for security and concierge services. The average monthly cost for Bryant Security was \$22,793.56 and the average monthly cost for Fortress Protective Services was \$20,553.50. Once Yuka Security took over the average monthly cost for 2017 rose to \$26,283.72, an increase of \$5,730.22 from Fortress Protective Services price. This increase resulted in Yuka Security making a profit of approximately \$40,111.54 above what the original contracted rates were.

In 2018, the first full year Yuka Security took over, the association's budget for security was \$335,000.00, however; it paid approximately \$384,000.00 for security services, an annual increase of \$99,000.00. Yuka Security issued twelve 1099 forms for the 2018 calendar year showing it paid out \$66,188.32 in wages for security services.

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This led to a profit of approximately \$317,811.68 as there are no additional overhead expenses<sup>2</sup> aside from labor.

Your Affiant conducted a review of Yuka Security payroll records from ADP and discovered that between January 2020 and December 2022, Yuka Security employed between six (6) and eight (8) employees. In 2022, TOGCA paid Yuka Security approximately \$379,158.00 for security services. Yuka reported payroll through ADP was approximately \$47,411.95. Yuka did not have enough employees to provide two employees per shift 24 hours a day. Therefore, the defendant would hire residents of the building and others to cover shifts. A review of what appears to be payments to these various individuals under their LLC names shows that in 2022 Yuka paid an additional \$128,156.40 for shift coverage. This resulted in approximately \$175,568.35 in payroll expenses in 2022. The defendant subsequently made a profit of approximately \$203,589.65 in the 2022 calendar year.

By 2023, the annual payment for security services had increased to \$380,000.00 a year, payable to Yuka Security: a company solely owned by the defendant. Based on identified payroll records, Yuka Security averaged an annual profit of \$200,000.00 per year which solely benefited the defendant.

Several members of the association made multiple requests to see the contract(s) between TOGCA and Yuka security and were told that they were not entitled to see the contracts and that it was a board member function. At some point in the latter half of 2020, a copy of a security contract between Yuka Security and TOGCA was produced. The contract was dated August 12, 2020, and was signed by the defendant as the representative and CEO of Yuka Corp and L. W as the representative and Vice President of TOGCA. The contract called for the provision of no more than 12 officers to cover the property for 24 hours a day with two officers per shift. There is no mention regarding how much Yuka security would be paid, how many hours a month would be

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<sup>2</sup> Yuka security operated out of the defendant's residence as well as the management office and as such did not have any office space cost.

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billed, how much would be billed for a line security guard, and how much would be billed for supervisory personnel.

These are standard items in security guard contracts which were all missing with no mention of cost. The only dollar amount in the contract indicated that Yuka Security could bill up to \$35,000.00 a year for security infrastructure improvements and maintenance.

Your Affiant learned that Turnberry on the Green requires a background check for anyone seeking to purchase and/or rent a unit within the building. The TOGCA contracted with a local screening company based in Hollywood, Florida to perform all its background checks. The point of contact for the contracted company was the defendant, which is to whom they would send the billing invoices. The contracted rate with TOGCA for this service was \$25.00 per background. As part of the ongoing scheme to unlawfully enrich himself, the defendant would take the invoices from the screening company and replace them with Yuka invoices. The defendant would copy over all the billing information including the name of the person whose background check was conducted and would even use the invoice number from the original legitimate invoice.

However, the defendant would change the billing amount from \$25.00 per name to \$75.00 per name effectively making himself a \$50.00 profit per background conducted. The defendant would then add his company name to the altered invoice and direct that the checks be made payable to Yuka Security. A limited review of these invoices from July 2022 to September 2022 showed the defendant submitted a total of nine (9) invoices at a charge of \$4,425.00 of which only \$1,475.00 was legitimate resulting in an illegal profit of \$2,950.00 to the defendant. During the investigation, your Affiant issued a subpoena for all billing invoices from the local screening company. Upon reviewing the responsive records, your Affiant identified at least two background check invoices identified as #20242 & #22319 which the defendant submitted to the association on May 1, 2023, for reimbursement for a total of 14 background checks

which were purported to have been conducted between October 2022 and January 2023.

Invoice # 20242 for \$525.00 was subsequently paid on May 2, 2023, with check# 2519 from the association's Wells Fargo Operating account ending in 5119. Invoice #22319 for \$525.00 was also paid on May 2, 2023, from the same Wells Fargo operation account with check# 2520.

Your Affiant subsequently discovered that these invoice numbers did not exist and determined that the defendant took information from previous invoices, generated new ones, and re-billed the association for background checks it had already paid for. As an example, the fraudulent invoice # 20242 contained all the information from legitimate invoice # 17906 dated January 1, 2022, which was paid by the TOGCA on July 7, 2022, with check number 2556. Fraudulent invoice# 22319 contained all the information from legitimate invoice# 18379 dated March 1, 2022, which was paid by the TOGCA on July 7, 2022, with check number 2558. Both checks were drawn against the association's JP Morgan Chase Operating account ending in 6630.

Your Affiant also located an invoice dated August 28, 2023, showing that the defendant billed the association \$97.75 for the renewal of his personal Florida class D security guard license. The association subsequently issued check# 2997 payable to the Florida Department of Agriculture to renew the defendant's security license. This charge does not benefit the association in any way nor is it the association's responsibility to ensure the defendant maintains his security license for his personally owned for-profit security business.

Your Affiant identified two bank accounts associated with Yuka Security. A business checking account at TD Bank with an account number ending in 7567 and a Citibank business checking account ending in 8048. A review of both accounts showed that the defendant is the sole signer and owner of both accounts with no other authorized or co-owners listed on either account since the opening of the accounts.

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Additionally, over 95% of Yuka security's deposits and income come from the TOGCA. Your Affiant was able to confirm that TOGCA is Yuka Security's sole client and sole source of income.

Your Affiant reviewed the incorporation documents and annual reports filed with the Florida Divisions of Corporations which showed between February 2017 and January 2021, the defendant was listed as the president and sole officer of the company. After residents began to ask questions related to the ownership and potential conflicts of interest, the defendant in January 2021 filed an updated annual report with the Florida Division of Corporations listing the president as Alexander Piatigorsky and himself as the ambassador of the business. The defendant remained listed as the registered agent, and it was noted that the defendant's residential address was the same address listed for the new president. Your Affiant noted that none of the bank accounts associated with Yuka security ever had Mr. Piatigorsky added or listed as an authorized signer or agent of the business. The defendant continued to maintain complete and sole access to all the funds of Yuka security and added this president's information solely to deceive the members of the association into believing that he was not financially benefiting from Yuka's employment by the association.

A review of the Yuka security TD Bank account ending in 7567 showed that between December 2018 and October 2019, the defendant wrote approximately nine (9) checks made payable to Valentina Arzumanova for amounts between \$9,500.00 and \$9,800.00 totaling \$87,900.00 with a note in the memo section indicating the payments were for rent. Your Affiant also observed upon reviewing the Yuka Security Citibank account ending in 8048 that between January 2019 and December 2019, the defendant wrote approximately seven (7) checks made payable to Valentina Arzumanova for amounts between \$8,500.00 and \$58,200.00 totaling \$137,200.00 with notes in the memo section indicating the payments were all for rent. In total, the defendant issued \$225,100.00 in checks in the name of Valentina Arzumanova.

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Yuka Security operates out of the TOGCA management office and the defendant's residence and has no other clients and/or locations of business and therefore has no real estate-related rental cost. Your Affiant also conducted an open-source search using public records and was unable to locate any property owned by Valentina Arzumanova. Your Affiant subsequently discovered that Valentina Arzumanova is the defendant's mother who passed away on or about August 22, 2017. These checks were traced to a TD Bank Savings account ending in 8282 which was established in November of 2010 in the defendant and his mother's name. A review of the account signature card and activity showed that there were no other authorized users or signers on this account.

Your Affiant discovered a linked TD Bank checking account ending in 9581 which also received checks from Yuka security made payable to Valentina Arzumanova. Between November 2019 and December 2019, there were four (4) checks valued at \$40,150.00 and in December 2020 there were two (2) checks written to Valentina Arzumanova each for \$51,000.00 deposited into the TD Bank account ending in 9581. In total, \$142,150.00 was deposited into this checking account before being transferred into the linked savings account ending in 8282 resulting in a total of \$367,250.00 being laundered into this account under the sole control of the defendant.

The defendant, to conceal the true source of the illicit funds he acquired from the TOGCA via Yuka security wrote these checks in an attempt to make the funds appear to be legitimate rental payment expenses into his TD Bank account ending in 8282 and 9581. Additionally, the defendant attempted to hide the fact that he was the direct beneficiary of these payments by making the checks payable to his deceased mother. The defendant shut these account down on April 7, 2022, by withdrawing the total account balance of \$883,424.80.

*GA PROMANAGEMENT & ENVOL SCHEME*

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GA Promanagement Inc. d/b/a Envol is a New York state-registered business entity that was established on March 11, 1999. The CEO and sole executive of the company is the defendant. The defendant in furtherance of his money-making scheme began to utilize GA Promanagement and Envol as a means to bill the TOGCA for services and reimbursements which as president of the association and property manager he would have the power to approve with little to no oversight.

Law enforcement seized multiple business records from the TOGCA management office during the execution of two search warrants. Your Affiant reviewed a file labeled "AMEX 2017 January . June" which contained multiple invoices from the defendant requesting reimbursement for expenses he claimed were for the benefit of the association. The payments were directed to be made payable to American Express to credit to the corporate account of GA Promanagement.

As part of the scheme, the defendant would submit invoices that were minimal in detail making it hard for others to determine what the expenses were specifically for and if they were legitimate or not. As an example, starting September 18, 2018, the defendant began to bill the TOGCA via Envol quarterly for consulting services. The quarterly bill was \$10,000.00 each quarter resulting in \$20,000.00 in loss for 2018. The notes indicated that the billing was for "consulting/management" with no additional information or detailed invoice attached. Your Affiant reviewed the 2019 billing invoices for Envol and observed there were no "consulting/management" billing invoices for 2019. Instead, the defendant turned to a new scheme and began to bill TOGCA \$10,000.00 each quarter for "aquatic facilities services" to maintain the pool, spa, and pond. This resulted in a total cost of \$40,000.00 paid to Envol from TOGCA.

Your Affiant subsequently located a file that was labeled with the name of a Miami pool cleaning and servicing company for 2019. This file was seized during a search warrant on the management office in August 2021. Your Affiant located multiple invoices from January 17, 2019, through December 12, 2019, which showed that this company was billing TOGCA for cleaning, maintenance, and repairs to the pool and

surrounding landscapes. In total, TOGCA paid \$14,986.75 to this pool service company for the maintenance of the pool. Your Affiant asserts that the defendant billed the TOGCA for services it was not performing and was already paying another company to perform. As a result, the defendant's company made a profit of \$40,000.00 for services it never rendered in 2019.

On or about August 18, 2023, the Miami-Dade health department inspected the pool, jacuzzi, and kiddie pool area of Turnberry on the Green Condominiums and noted multiple deficiencies which resulted in the closure of the pool, jacuzzi, and kiddie pool area. One of the identified deficiencies was that no one on the staff was a certified pool operator. The pool remained closed for repairs and reinspection for several months through May of 2024. During the execution of a search warrant on the management office in November of 2023, law enforcement discovered invoices showing that the defendant was continuing to charge the association \$10,000.00 a quarter for aquatic service maintenance via Envol. It was also discovered that the defendant took a Florida state-certified pool operator's course, and he then submitted an invoice for \$380.00 reimbursement.

Law enforcement conducted several days of static surveillance overlooking the pool and observed that a person known to residents as a maintenance employee of Turnberry on the Green would clean the pool regularly in the morning hours. This indicates that the defendant continued to bill the association for services not rendered even after knowing he was under investigation by law enforcement.

The defendant engaged in another scheme intended to embezzle funds from the association to pay for his daily personal expenses by claiming them as legitimate association expenses incurred by Envol on behalf of the association. As part of this scheme, the defendant would utilize his corporate American Express account for Envol to make purchases on behalf of the association. The defendant would then submit reimbursement invoices to the association and add in various improper personal



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expenses for reimbursement as well. These expenses included but were not limited to car rentals, gas, groceries, personal travel expenses, meals, etc.

As an example, on or about June 9, 2017, the defendant submitted a check request for miscellaneous expenses for \$466.02 to be made payable to "Amex". A review of the supporting documents for the check request identified various expenses which have no legitimate benefit to the association. The following is a sample of the expenses submitted: a grocery receipt for \$78.95 for various grocery items including but not limited to boneless chicken thighs, organic baby spinach, cucumbers, rice, and Greek soft cheese from the World Market & Café in Hollywood, FL which is a Russian specialty market. A \$48.12 receipt for Crazy Buffet in West Palm Beach, Florida, a \$25.86 charge to World Market Café, a \$4.75 charge at Dunkin Donuts which the receipt showed was paid for by a Dunkin Donuts gift card, a \$21.75 receipt for a charge at an unknown business in Brooklyn, NY, a \$13.96 receipt for the purchase of grocery items such as grapefruits, apples, onions, and red peppers. On June 13, 2017, the association issued a refund check to the defendant payable to "Amex" for \$466.02.

A sample review of the 2021 reimbursement invoices showed that the defendant submitted for reimbursement payments to Amex for the following purchases: January 3, 2021, a \$37.92 fuel purchase at Shell in Okeechobee, Florida along with two separate Dunkin Donut purchases at the Okahumpka service plaza totaling \$14.97, these receipts indicated that they were paid for using a Dunkin donuts gift card. A receipt was also submitted for the reimbursement of a \$40.00 Dunkin' Donuts gift card reload. Additionally, there were several Publix grocery purchases made in Gainesville between January 4, 2021, and January 6, 2021, totaling \$112.06. A Walmart receipt dated January 6, 2021, for \$173.61 was also submitted for reimbursement. A review of the receipt showed that the transaction occurred in Gainesville, Florida, and was for personal hygiene, household, and cleaning items which are consistent with moving into a new apartment. The defendant has a son who attended the University of Florida during this time frame. A review of the reimbursement receipts showed that the defendant drove to Gainesville and back to Miami and billed the association for the cost

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of this road trip. None of these transactions provided any benefit to the TOGCA and/or its membership and solely benefited the defendant.

These transactions and others do not appear to have any lawful purpose are not for the benefit of the TOGCA and were only for the benefit of the defendant and his family.

As part of the investigation, your Affiant conducted interviews with several current and former employees as well as current and former board members. One of the employees your Affiant interviewed was the association's accountant G.B. When G.B. was asked what work GA Promanagement did for the association she indicated that the company was managed by the defendant and managed rental units in the building for the unit owners. G.B. did not know of any work GA Promanagement performed for the association.

G.B. when asked about Envol, stated that the defendant also managed this company and that when something needed to be fixed, painted, etc in the building Envol would find a contractor to do the work. G.B. confirmed that the association would pay Envol and the contractor to perform this work even with a property manager and assistant property manager on staff. It should be noted that typically property managers, assistant property managers, and the chief engineer would be responsible for finding contractors to address any maintenance issues. In this instance, the defendant who was the property manager and chief engineer inserted a third-party company that he owned into this process as a means to embezzle funds from the association into bank accounts that he owned and controlled.

Your Affiant also interviewed long-standing board members R.B. and V.N. Neither of these individuals was able to explain what GA Promanagement and/or Envol did for the association or why the association paid out over \$125,000.00 annually to these companies. They both also denied any knowledge that these companies were owned by the defendant.

STELL INC

On or about February 22, 2011, the TOGCA foreclosed on unit 1802 and took possession and title to the unit. On or about December 1, 2020, the association which owned unit #1802, transferred ownership and title of the unit to a corporate entity by the name of Stell Inc. The transfer of ownership was done via a Quit Claim Deed (QCD) from the TOGCA to Stell Inc. A review of the QCD showed that the association's vice president L.W. signed on behalf of the TOGCA, and one of the listed witnesses was identified as B.H. who worked as a security guard for Yuka security.

During the execution of a search warrant in August of 2021 on the defendant's residence, your Affiant located Bank of America account opening documents showing that the defendant had established an account ending in 6071 in Stell Inc.'s name. Law enforcement also recovered a check for rent for unit 1802 made payable to Stell Inc. The defendant is the sole signer and corporate member listed as president on the account. Your Affiant researched Stell Inc. and discovered that it was incorporated out of Delaware on November 25, 2020, just five (5) days before the deed transfer. In an attempt to hide his ownership/connection to the company, the defendant did not list his name anywhere in the incorporation documents and instead only listed a registered agent with a Delaware mailing address.

Your Affiant conducted an interview with L.W. who was and remains an active board member and shown as signing the QCD representing TOGCA. L.W. reviewed the two-page document which consisted of page 1 containing all the legal language and legal description of the property and page two which contained only signatures and a notary stamp. L.W. stated that she did not recall ever seeing and/or reading the first page but did confirm that it appeared to be her signature on page 2. L.W. stated that she had not been a party to transferring any property from TOGCA to any other party. Your Affiant also interviewed witness B.H. who was employed by Yuka security at the time of the QCD signing. B.H. reviewed both pages of the document and stated that she

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never acted as a witness to the signing of any documents; real estate or otherwise while she was employed by Yuka Security. She indicated that she had been asked on several occasions to act as a witness but declined because she did not want to be involved in matters that were outside the scope of her job.

Your Affiant conducted additional investigation and reviewed the association's bank account transaction history for all of its identified accounts. Your Affiant discovered that between November 1, 2020, and October 30, 2021, there were no large dollar deposits and/or wire transfers either in a single or multiple transactions which would be consistent with the purchase of real estate. There were also no deposit transactions from title companies consistent with a payment for any real estate. Your Affiant conducted a review of the defendant's personal and business bank accounts including that of Yuka Security, Envol, and Stell Inc. between November 1, 2020, and October 30, 2021. A review of these accounts showed that there were no payments made to the TOGCA from any of these accounts which would be consistent with payments for a real estate purchase. According to the Miami-Dade property appraiser, the assessed value of the property at the time of the QCD transfer was \$231,700.00.

During the November 2023 search warrant of the management office law enforcement located the file for unit 1802. A review of the file discovered that it was missing the income statement which G.B. stated is placed in the files once the ownership transfer is completed. It was also noted that in the file, there were no references to the property being owned by the defendant and had someone else's name as signing for the unit keys. The unit continues to be rented out by the defendant earning him income of at least \$1,800.00 a month. Since January of 2021, the defendant has made a minimum of \$59,400.00 in rental income which the association would be entitled to as income for the property.

*False statement(s) to the Department of State*

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In furtherance of the defendant's scheme, he sought to keep his supporters on the association's condominium board as this allowed him to continuously pilfer the coffers of the association with no oversight. As part of this plan, the defendant encouraged the board's treasurer (V.N.) to stay on the board even after he sold his residence and moved out of the building in 2016<sup>3</sup>. The defendant led the members to believe that V.N. was still a resident of the building for the annual board elections from 2017 to 2023. This is evidenced by an email the defendant sent to the membership on December 7, 2020, in response to an email sent by others running for the board. The defendant responding to claims that not all board members are owners wrote "*All current Board members own property at Turnberry on the Green. Therefore, the statements regarding the current Board of Directors are false*". The defendant made this statement knowing it to be false to ensure he retained control of the board members and the association accounts.

Additionally, the defendant who was responsible for filing the association's annual report with the Florida Department of State – Division of Corporations; filed reports from 2017 to 2023 falsely claiming the V.N. lived in the building. On January 11, 2017, the defendant filed the association's annual report indicating that V.N. resided at 19501 W Country Club Drive, unit# 701. When in fact, V.N. no longer resided in the building and was living in a separate building over a mile away. Unit 701 was at the time owned by Envol a company that belonged to the defendant. The defendant continued to file the same false information through January 31, 2022. On January 5, 2023, the defendant filed another false annual report where he indicated that V.N. resided in unit 1514. Unit 1514 is a unit also owned by Envol which is a company that belongs to the defendant. In total, between January 11, 2017, and January 5, 2023, the defendant knowingly and willfully caused the filing of seven (7) annual reports with the Florida Department of State – Division of Corporations which intentionally contained false statements and concealed material facts.

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<sup>3</sup> The TOGCA governing documents do not require you to be an owner and/or tenant in order to be a member of the board.



Additional theft & credit card fraud

The TOGCA has an operating account with JP Morgan Chase Bank N.A with an account number that ends in 6630. This account has a Visa debit card ending in 8788 attached to it and issued to the defendant. Law enforcement recovered the physical debit card ending in 8788 in the defendant's wallet during the August 2021 search warrant on his residence. This is further proof that the defendant had care, custody, and control over the TOGCA debit card linked to its operating account at JP Morgan Chase Bank N.A. A review of the debit card ending in 8788's usage between January 2019 and December 2020 discovered the following personal transactions that were not lawful obligations of the association:

On June 18, 2019, there was a charge of \$2,158.84 to James Adam & Sons Ltd Dublin. This is a fine art auction house located in Dublin, Ireland.

On June 24, 2019, there was a charge of \$552.59 to Catawiki Assen. Catawiki is an online auction house based out of the Netherlands but operates Worldwide with multiple locations.

On June 25, 2019, there was a charge of \$213.27 for mailboxes etc. in Dublin, Ireland. This is a courier service located in Dublin, Ireland.

On June 28, 2019, there was a charge of \$176.81 to Catawiki Assen Catawiki is an online auction house based out of the Netherlands but operates Worldwide with multiple locations.

On July 22, 2019, there was a charge of \$1,469.50 to Roseberys Co UK. This is a fine art auctioneer located in London, England.

On July 25, 2019, there was a charge of \$379.47 to mailboxes etc. Leeds. This is a courier service located in Leeds, England.

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On July 29, 2019, there was a charge of \$223.47 to Catawiki Madrid. Catawiki is an online auction house based out of the Netherlands but operates Worldwide with multiple locations.

On July 29, 2019, there was a charge of \$185.86 to Mailboxes etc. Croydon. This is a courier service location in Croydon, England.

On August 10, 2019, there was a charge of \$129.90 to Wayman pilot supplies in Opa Locka, Florida.

On August 10, 2019, there was a charge of \$250.00 to Central AV Gas in Pembroke Pines, Florida. This is an airplane fuel distributor which operates out of North Perry Airport in Pembroke Pines, Florida. This is the same airport in which the defendant was taking flight lessons in an attempt to obtain his civilian pilot's license.

On August 11, 2019, there was a charge of \$151.00 to Central AV Gas in Pembroke Pines, Florida. This is an airplane fuel distributor which operates out of North Perry Airport in Pembroke Pines, Florida.

On August 13, 2019, there was a charge of \$102.00 to Central AV Gas in Pembroke Pines, Florida. This is an airplane fuel distributor which operates out of North Perry Airport in Pembroke Pines, Florida.

On August 14, 2019, there was a charge of \$273.00 to Central AV Gas in Pembroke Pines, Florida. This is an airplane fuel distributor which operates out of North Perry Airport in Pembroke Pines, Florida.

On August 18, 2019, there was a charge of \$60.00 to Central AV Gas in Pembroke Pines, Florida. This is an airplane fuel distributor which operates out of North Perry Airport in Pembroke Pines, Florida.

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On August 20, 2019, there was a charge of \$187.00 to Central AV Gas in Pembroke Pines, Florida. This is an airplane fuel distributor which operates out of North Perry Airport in Pembroke Pines, Florida.

On August 22, 2019, there was a charge of \$204.00 to Central AV Gas in Pembroke Pines, Florida. This is an airplane fuel distributor which operates out of North Perry Airport in Pembroke Pines, Florida.

On August 23, 2019, there was a charge of \$287.22 to Catawiki Assen. Catawiki is an online auction house based out of the Netherlands but operates Worldwide with multiple locations.

On August 25, 2019, there was a charge of \$230.00 to Central AV Gas in Pembroke Pines, Florida. This is an airplane fuel distributor which operates out of North Perry Airport in Pembroke Pines, Florida.

On September 5, 2019, there was a charge of \$204.00 to Central AV Gas in Pembroke Pines, Florida. This is an airplane fuel distributor which operates out of North Perry Airport in Pembroke Pines, Florida.

On September 10, 2019, there was a charge of \$221.00 to Central AV Gas in Pembroke Pines, Florida. This is an airplane fuel distributor which operates out of North Perry Airport in Pembroke Pines, Florida.

On September 11, 2019, there was a charge of \$255.00 to Central AV Gas in Pembroke Pines, Florida. This is an airplane fuel distributor which operates out of North Perry Airport in Pembroke Pines, Florida.



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On September 14, 2019, there was a charge of \$272.00 to Central AV Gas in Pembroke Pines, Florida. This is an airplane fuel distributor which operates out of North Perry Airport in Pembroke Pines, Florida.

On September 18, 2019, there was a charge of \$90.00 to Central AV Gas in Pembroke Pines, Florida. This is an airplane fuel distributor which operates out of North Perry Airport in Pembroke Pines, Florida.

On September 19, 2019, there was a charge of \$170.00 to Central AV Gas in Pembroke Pines, Florida. This is an airplane fuel distributor which operates out of North Perry Airport in Pembroke Pines, Florida.

On September 22, 2019, there was a charge of \$206.00 to Central AV Gas in Pembroke Pines, Florida. This is an airplane fuel distributor which operates out of North Perry Airport in Pembroke Pines, Florida.

On September 25, 2019, there was a charge of \$255.00 to Central AV Gas in Pembroke Pines, Florida. This is an airplane fuel distributor which operates out of North Perry Airport in Pembroke Pines, Florida.

On September 25, 2019, there was a charge of \$439.26 to Venduehuis der Notarissen Den Haag. This is an auction house in the Netherlands.

On September 26, 2019, there was a charge of \$331.29 to Artmoves Se Lrona. This is a shipping company based out of Sweden with multiple affiliated locations. This company specializes in shipping fine art pieces.

On September 27, 2019, there was a charge of \$301.00 to Central AV Gas in Pembroke Pines, Florida. This is an airplane fuel distributor which operates out of North Perry Airport in Pembroke Pines, Florida.

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On September 29, 2019, there was a charge of \$126.00 to Central AV Gas in Pembroke Pines, Florida. This is an airplane fuel distributor which operates out of North Perry Airport in Pembroke Pines, Florida.

On October 21, 2019, there was a charge of \$119.72 to Catawiki Assen. Catawiki is an online auction house based out of the Netherlands but operates Worldwide with multiple locations.

On November 12, 2019, there was a charge of \$193.34 to mailboxes etc. London. This is a courier service located in London, England.

On November 18, 2019, there was a charge for \$190.94 to mailboxes etc. Swindon. This is a courier service located in Swindon, England.

On November 20, 2019, there was a charge of \$38.97 to mailboxes etc. London. This is a courier service located in London, England.

On November 25, 2019, there was a charge of \$1,279.07 to Catawiki Assen. Catawiki is an online auction house based out of the Netherlands but operates Worldwide with multiple locations.

On December 16, 2019, there was a charge of \$170.27 to Catawiki Assen. Catawiki is an online auction house based out of the Netherlands but operates Worldwide with multiple locations.

On December 17, 2019, there was a charge of \$1,511.02 to Heritage Actneers. Heritage Auctions is an auction house located in Dallas, Texas.

On December 17, 2019, there was a charge of \$2,403.45 to Catawiki Assen. Catawiki is an online auction house based out of the Netherlands but operates Worldwide with multiple locations.

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On December 18, 2019, there was a charge of \$4,346.94 to Anderson & Garland. Anderson & Garland is an auction house located in Newcastle, England.

On January 24, 2020, there was a charge of \$199.51 to Catawiki Assen. Catawiki is an online auction house based out of the Netherlands but operates Worldwide with multiple locations.

On February 14, 2020, there was a charge of \$1,806.25 to Eldreds Auction East Dennis, MA. This is an auction house located in Dennis, MA.

On March 6, 2020, there was a charge of \$3,225.82 to Woolley and Wallis Salisbury. Woolley and Wallis is an auction house in Salisbury (Wiltshire), England.

On March 19, 2020, there was a charge of \$377.96 to Pack & Send Newbury. This is a courier service located in Newbury, England.

On March 20, 2020, there was a charge of \$407.97 to mailboxes etc. Hamburg. This is a courier service located in London, England.

On March 24, 2020, there was a charge of \$264.19 to Catawiki Assen. Catawiki is an online auction house based out of the Netherlands but operates Worldwide with multiple locations.

On April 17, 2020, there was a charge of \$160.81 to Pack & Send Newbury. This is a courier service located in Newbury, England.

On April 28, 2020, there was a charge of \$438.24 to Pack & Send Newbury. This is a courier service located in Newbury, England.

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On August 28, 2020, there was a charge of \$171.73 to Catawiki Assen. Catawiki is an online auction house based out of the Netherlands but operates Worldwide with multiple locations.

Between June 18, 2019, and August 28, 2020, there were approximately 25 identified transactions conducted at various auction houses in and outside of the United States using the TOGCA debit card ending in 8788. These transactions totaled approximately \$29,013.77, which did not include exchange rate fees charges to the TOGCA account. Additionally, there were approximately \$3,000.00 worth of shipping charges billed to the TOGCA's operating account for these paintings..

On August 11, 2021, law enforcement executed search warrants on the Turnberry on the Green management office and the defendant's residence. Pursuant to the search warrant of the defendant's residence, law enforcement recovered approximately 24 oil paintings. The majority of these paintings were attached to the walls in the defendant's residence and on display with several under museum-style wall lights. Law enforcement noted that one oil painting was located in the management office on the floor in the defendant's office. There were no oil paintings observed in the common areas of the property or that were accessible to the residents/members of the association for viewing. Law enforcement also recovered the transaction receipt paperwork for the December 18, 2019, Anderson & Garland purchase for \$4,346.94 in the defendant's residence.

During the search warrant, law enforcement also recovered the physical receipt showing the August 10, 2019, transaction of \$129.90 to Wayman pilot supplies in Opa Locka, Florida. The receipt showed that the items purchased included but were not limited to; a flight logbook, training glasses, oral exam guide, kneeboard/clipboard, fuel tester, etc. These items were purchased in furtherance of the defendant's personal endeavor to obtain his pilot license and contained no benefit to the association or its membership. Law enforcement also recovered several of the items listed on the receipt to include the defendants flight log. The logged flight dates in the flight log also match

up with the identified unlawful transactions for the purchase of flight fuel for the defendant's flight lessons.

Your Affiant discovered that the TOGCA typically issued its employees quarterly bonuses which were typically \$500.00 or less depending on position. Upon reviewing these bonus payments, it was discovered that the defendant began to issue bonuses to non-association employees who were independent contractors covering shifts for Yuka security. Your Affiant also discovered that the defendant would issue himself bonus checks as well above the average \$500.00 payments. As an example on November 18, 2022, the defendant had the association write him a \$6,000.00 bonus check. A review of the 2022 calendar year bonus checks showed that the defendant received a total of six (6) bonus payments totaling \$9,100.00. These payments were in addition to his annual \$80,000.00 salary and his profits from Yuka security and Envol.

Your Affiant interviewed a former longtime employee D.S. who worked for Yuka security before being hired by Turnberry on the Green as an administrative assistant. D.S. was eventually promoted to assistant property manager and then to property manager before being terminated by the defendant. D.S. in a sworn statement confirmed that it was common knowledge that the defendant would submit for reimbursement for his personal expenses on his Amex account. D.S. confirmed that this had been occurring for years. D.S. also confirmed that the defendant would manipulate the annual elections to stay in power. D.S. stated that the defendant would make up bogus fines if someone registered to run for the board who opposed him. These made-up fines would then disqualify the other person from running. D.S. stated that the defendant was known to be vindictive and as such the staff was afraid to oppose him out of fear of being fired. D.S. stated that the defendant would use fear and his power to scare residents and employees into doing what he wanted them to do.

When your Affiant interviewed the association's vice president L.W, she was asked to explain her role and responsibilities. L.W. replied that her vice president status was just a title and that she had no responsibilities. L.W. further explained that this was



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not your typical board that the defendant made all of the decisions and that the board voted in line with him. L.W. indicated that if you did not do what the defendant wanted then he would retaliate against you. As an example, L.W. said when D.S. challenged the defendant he terminated her employment less than 48 hours later with no notice. D.S. was renting a unit at the time, and the defendant put undue pressure on the owner to kick her out of the unit. This resulted in D.S. needing to vacate her residence within one month of being fired. L.W. also indicated that the defendant has filed lawsuits against those who have attempted to speak up regarding the defendant's actions.

When the defendant learned that D.S. was speaking to residents about what was going on in the office, he sent her a cease-and-desist email from L.W. email warning her to not discuss association matters with anyone or she would face consequences. After learning that she was still speaking with several members who opposed him, the defendant then filed a lawsuit on behalf of the association against D.S. and several other members claiming slander and other civil violations seeking over \$1 million in damages.

Additionally, in an attempt to discredit D.S., the defendant sent a notice to all the members indicating that D.S. had illegally hacked into the TOGCA records and stolen the personal information of the membership. The defendant claimed that reports had been filed with local and federal law enforcement and that a criminal investigation into D.S. was ongoing. In fact, at the time of this notification, no police reports had been filed with federal or local agencies. Additionally, it was several weeks later that the defendant filed a police report on this allegation. When detectives attempted to follow up and obtain any proof of the claim the defendant was unable to provide anything. Upon speaking with the individual who conducted the internal investigation he denied that he said anyone had hacked the system and stated he only told the defendant that someone using an android device had been remotely connected at a specific point but he had no way of identifying whose device it was.

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Your Affiant has learned that over the years, the defendant has filed several lawsuits against other association members as a means to quiet the opposition and suppress any dissent. The defendant effectively used scare tactics and his control over the board to bully the membership into cooperating with him. Effectively, the defendant used the membership's funds as a means to suppress their voices through fines and lawsuits. These same aggressive tactics against the membership also helped to keep the staff in line and do the defendant's bidding without asking questions for fear of losing their jobs if they spoke up. The vast majority of owners are investors who do not reside in the building and as such are not exposed to or aware of the day-to-day issues. This unique situation has also benefited the defendant as most owners vote in the annual elections by proxy. The majority of the owners select the defendant or the secretary of the board to cast their vote which continually ensures the defendant's re-election each year. The defendant would utilize a well-organized campaign of misinformation to make the building appear profitable to the owners who would not question anything as long as their investment appeared safe.


Your Affiant asserts that this ongoing course of conduct shows the defendant has utilized threats and fear as a means to maintain control over the TOGCA, its board members, its employees, and its residents. The defendant over several years has worked to place himself in the top managerial positions for the association (president, property manager, & chief engineer) effectively giving himself control of all management aspects of the TOGCA day-to-day operations, contractor selections, and all accounts and financial decisions. This and a shocking level of abandonment of the boards and accountants' fiduciary duties have allowed the defendant to embezzle over 1.5 million dollars in cash and real property from the associations since February 2017.

Based upon the above, your Affiants have probable cause to believe that **GREGORI ARZUMANOV a/k/a GRIGORI ARZUMANOV** has committed the crimes of:

Racketeering in violation of FSS 895.03 (1 count)

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Organized Scheme to Defraud 50K or more in violation of FSS 817.034(4)(a)1 (1 count)  
Money Laundering in violation of FSS 896.101(3)(b) (1 count)  
Fraudulent Use of a Credit Card in violation of FSS 817.61 (1 count)  
Grand Theft in violation of FSS 812.014(2)(a)1 (1 count)  
Making False Statements to the Department of State in violation of FSS 817.155 (1  
count)

  
\_\_\_\_\_  
Detective Kenneth Sealy, #289  
City of Aventura Police Department  
AFFIANT

SWORN TO AND SUBSCRIBED before me this 27th day of September  
2024.



  
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HONORABLE ARIEL RODRIGUEZ  
CIRCUIT COURT JUDGE  
ELEVENTH JUDICIAL CIRCUIT