

**IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF FLORIDA
PANAMA CITY DIVISION**

UNITED STATES OF AMERICA

v.

Case No. 5:20cr28-MW/MAF

**MARGO DEAL ANDERSON, et
al.,**

Defendants.

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**GOVERNMENT'S NOTICE OF
FILING BILL OF PARTICULARS**

Pursuant to the Court's order, ECF 185, the Government respectfully submits this bill of particulars for the following counts of the superseding indictment:

Counts 6, 7, & 9:

These three counts relate to the ½ cent surtax design/build contract described in Manner & Means paragraphs #70, 71, 72, and 84 of Count One. The \$3.8 million for Phase One of the project was paid by Lynn Haven to Phoenix/Finch in three checks issued by Lynn Haven in the amounts of \$2,272,669.87 (Count 6), \$72,000 (Count 7), and \$1,455,330.13 (Count 9) that were deposited into an account of Finch on

October 6, 2017, October 13, 2017, and November 6, 2017, causing wire transfers of funds between the banks of Lynn Haven and Finch, and the Federal Reserve Bank in Atlanta. These three payments relate to invoices submitted by Phoenix/Finch to Lynn Haven in these amounts.

Count 8:

On October 25, 2017, City Manager M. White sent to the engineering firm working with Phoenix and the City a letter stating that the City Commission had approved the work by Phoenix before the new loan would be obtained in December, but warning that Phoenix could not proceed with work on any projects before the City had first approved going forward with the work. It directly relates to Manner & Means paragraphs # 70,71,72, 73, and 84 of Count One, and resulted from Finch's submission of the letter described in paragraph 72 that he would proceed with the project before funding was approved by Lynn Haven – which Anderson agreed to and directed the City Manager to do.

Count 11:

Defendant Finch issued a personal check to the City Engineer in the amount of \$75,000, which allowed the City Engineer to pay off, with additional funds that he possessed, a \$105,993.70 loan on the

Motorhome. This was part of the arrangement to have the City Engineer sell his 2006 ITAS Motorhome, valued at approximately \$106,000, to Anderson without the payment of any money by Anderson. The \$75,000 Finch check was deposited into the engineer's bank account, and caused wire transfers of funds between the banks of Finch and the engineer, and the Federal Reserve Bank in Atlanta. This relates to paragraphs #25, 81, and 84 of Count One.

Count 15:

This count relates to the deposit of a Lynn Haven check in the amount of \$224,722.75 to ECS within three days after the submission of the false invoice for hurricane clean-up in the amount of \$180,722.75 that claimed work by ECS was done at a Lynn Haven park and water plant on eight separate days. The ECS supporting documents submitted to Lynn Haven for this fraudulent invoice included individuals who were working at locations outside Lynn Haven for a different contractor. This invoice, and a separate ECS \$44,000 invoice for painting a Lynn Haven building prior to the hurricane, were approved and paid by Lynn Haven as an emergency expenditure. This is referenced in paragraph #41 of Count One, and relates to paragraphs 16 and 24 of Count One. This check

was deposited into the Trustmark Bank account of ECS by D. White which caused the interstate wire transfer of funds between Hancock Whitney Bank, Trustmark Bank, and the Federal Reserve Bank in Atlanta, Georgia. Anderson specifically authorized the issuance of the Lynn Haven check.

Count 17:

This count relates to conspirator Michael White sending a wire communication to the City Engineer to cancel a permit application for vegetative debris removal for a City site. Conspirator White was directed to do so by defendant Anderson, and this is related to paragraphs 63-64 and 25 and 66 of Count One.

Count 18:

This count involves a wire communication of an email from conspirator Michael White to a representative of Company C directing Company C to start using defendant Finch's pit for disposing vegetative debris and to use the email as a directive to haul all vegetative debris from Lynn Haven to defendant Finch's site for disposal. This email was sent at the direction of defendant Anderson and relates to paragraphs 60 and 25 and 66 of Count One.

Count 19:

This count involves a wire communication of an email by conspirator M. White with an attached written request to the State of Florida requesting authorization for Lynn Haven to use a new DDMS at defendant Finch's site for temporary storage and processing of construction and demolition debris generated as the result of Hurricane Michael. This email was sent at the direction of defendant Anderson and relates to paragraphs 65 and 25 and 66 of Count One.

Count 22:

This count involves wire communications of text messages between conspirators Michael White and David White concerning getting the repairs done at defendant Anderson's residence. This relates to paragraphs 16, 31-35, and 42 of Count One.

Count 24:

The deposit of a Lynn Haven check in the amount of \$1,288,716.54 to ECS included three invoices, one of which was a false invoice for hurricane clean-up in the amount of \$527,512.65 that was submitted to Lynn Haven by conspirator D. White and ECS that falsely claimed work by ECS was done at a cemetery and at sports complexes during a seven-

day period. Instead of doing the work at the locations described, ECS workers conducted debris removal and clean-up at the residences of defendant Anderson, her mother, and a neighbor, defendant Albritton and his girlfriend, conspirator M. White located in Lynn Haven, his farm located outside of Lynn Haven in Bay County, and the residence of conspirator Horton. The work on these private residences was concealed and not reported in the invoices, and no supporting documents to the invoice were provided. This check was deposited into the Trustmark Bank account of ECS by D. White which caused the interstate wire transfer of funds between Hancock Whitney Bank, Trustmark Bank, and the Federal Reserve Bank in Atlanta, Georgia. This relates to paragraphs 16, 24, 31-35, 41, and 42 of Count One.

Count 25:

This count involves a wire communication of an email that co-defendant Albritton sent to a Company D executive that provided his summary and analysis that GAC's site be used to dispose of vegetative debris or chips by all debris removal companies associated with Lynn Haven. This relates to paragraph 58 in Count One.

Count 27:

This count involves a deposit of a Lynn Haven check issued to ECS on November 30, 2018, totaling \$433,365.85, which included two invoices, one of which was a false invoice for hurricane clean-up in the amount of \$135,445.03 that was submitted to Lynn Haven by conspirator D. White that falsely claimed trash pick-up was conducted by ECS during a seven-day period starting on November 23, 2018. This check was deposited into the Trustmark Bank account of ECS by D. White which caused the interstate wire transfer of funds between Hancock Whitney Bank, Trustmark Bank, and the Federal Reserve Bank in Atlanta, Georgia. This relates to paragraphs 17, 24,44-47, 49, and 50 of Count One.

Count 28:

This count involves a deposit of a Lynn Haven check issued to ECS, totaling \$515,731.31, which included two invoices, one of which was a false invoice for hurricane clean-up in the amount of \$185,503.07 that was submitted to Lynn Haven by conspirator D. White that falsely claimed trash pick-up was conducted by ECS during a seven-day period starting on November 30, 2018. This check was deposited into the Trustmark Bank account of ECS by D. White which caused the interstate

wire transfer of funds between Hancock Whitney Bank, Trustmark Bank, and the Federal Reserve Bank in Atlanta, Georgia. This relates to paragraphs 17, 24,44-47, 49, and 51 of Count One.

Count 29:

This count involves wire communications of text messages between conspirators Michael White and David White concerning defendant Anderson had a good job from defendant Anderson for conspirator D. White - cleaning 112 miles of side roads in Lynn Haven. This relates to paragraphs 16, 26, and 31-35 of Count One.

Count 30:

This count involves a deposit of a Lynn Haven check issued to ECS, totaling \$725, 941.09, which included two invoices, one of which was a false invoice for hurricane clean-up in the amount of \$481,215.24 that was submitted to Lynn Haven by conspirator D. White that falsely claimed trash pick-up was conducted by ECS during a seven-day period starting on December 13, 2018. This check was deposited into the Trustmark Bank account of ECS by D. White which caused the interstate wire transfer of funds between Hancock Whitney Bank, Trustmark Bank,

and the Federal Reserve Bank in Atlanta, Georgia. This relates to paragraphs 17, 24,44-47, 49, and 52 of Count One.

Count 31:

This count charges the wire communications of texts on January 7, 2019, between conspirator Michael White and defendant Albritton discussing adding days on the contract of conspirator David White so he could obtain additional work from Lynn Haven. This relates to paragraphs 17, 24, 26, 44-47, and 49.

Count 32:

This count involves a wire communication of a text message Albritton sent to conspirator D. White requesting that D. White come in and sign an addendum to the Lynn Haven ECS contract. This relates to Count 31 and paragraphs 17, 20, 24, 26, 44-47, and 49 of Count One.

Count 33:

This count involves a deposit of a Lynn Haven check issued to ECS, totaling \$895,441.52, which included two invoices, one of which was a false invoice for hurricane clean-up in the amount of \$479,020.68 that was submitted to Lynn Haven by conspirator D. White that falsely claimed trash pick-up was conducted by ECS during a seven-day period

starting on January 2, 2019. This check was deposited into the Trustmark Bank account of ECS by D. White which caused the interstate wire transfer of funds between Hancock Whitney Bank, Trustmark Bank, and the Federal Reserve Bank in Atlanta, Georgia. This relates to paragraphs # 17, 24, 44-47, 49, and 53 of Count One.

Count 35:

This count involves a deposit of a Lynn Haven check issued to ECS, totaling \$433,259.16, which included two invoices, one of which was a false invoice for hurricane clean-up in the amount of \$216,771.24 that was submitted to Lynn Haven by conspirator D. White that falsely claimed trash pick-up was conducted by ECS during a six-day period. This check was deposited into the Trustmark Bank account of ECS by D. White which caused the interstate wire transfer of funds between Hancock Whitney Bank, Trustmark Bank, and the Federal Reserve Bank in Atlanta, Georgia. This relates to paragraphs # 17, 24, 44-47, 49, and 54 of Count One.

Count 36:

This count involves an email sent to defendant Anderson from WorldClaim advising that WorldClaim would be handling her claim “*pro*

bono,” and attached, for signature, the engagement agreement and an addendum stating that WorldClaim would not be taking a fee on Anderson’s claim. This relates to in paragraphs #86-91 and 24 of Count One.

Count 37:

This count involves an email sent by defendant Anderson to WorldClaim that included a contract signed by defendant Anderson and her husband with WorldClaim to be their adjuster for damages to their private property which included a reduced 5% fee. This relates to paragraphs #86-91 and 24 of Count One.

Count 40:

This count involves a deposit of a check issued by defendant Anderson’s husband to defendant Finch in defendant Finch’s bank account, causing the interstate wire transfer of funds between defendant Anderson’s bank, defendant Finch’s bank and the Federal Reserve Bank in Atlanta, Georgia. This relates to paragraphs #25, 81, and 84 of Count One.

Respectfully submitted,

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