

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

STATE OF FLORIDA v.

Case No. F11-4476
Judge BLOOM

MARTIN KING,
Defendant

**MARTIN KING'S CHANGE OF PLEA
AND PLEA AGREEMENT**

COMES NOW the Defendant, MARTIN KING, with the advice and consent of his counsel, Larry S. Davis, Esquire, and hereby enters into this Plea Agreement with the State of Florida, represented by Katherine Fernandez Rundle, State Attorney, by and through her undersigned Assistant State Attorney Howard R. Rosen, Esquire. The terms of the Plea Agreement are as follows:

1. This Plea Agreement is entered into by Assistant State Attorney Howard R. Rosen, Esquire, on behalf of the State of Florida, and the Defendant, MARTIN KING, with the advice and consent of counsel, Larry S. Davis, Esquire.

2. The Defendant is currently charged in Count 1 of the Information with Violating the Racketeering Influenced and Corrupt Organization Act, in violation of Florida Statute § 895.03(3), a First Degree Felony punishable by up to thirty (30) years in State Prison; in Count 86 of the Information with Money Laundering in an amount of one hundred thousand dollars (\$100,000.00) or more, in violation of Florida Statute §896.101(3) and (5)(c), a First Degree Felony, punishable by up to thirty (30) years in State Prison; in Counts 2, 4, 6, 8, 10, 12, 14, 16, 18, 20, 22, 24, 26, 28, 30, 32, 34, 36, 38, 40, 42, 44, 46, 48, 50, 52, 54, 56, 58,

Defendant's Initials _____

Defense Counsel's Initials _____

60, 62, 64, 68, 70, 72, 74, 76, 78, 80, 82, and 84 of the Information with Money Laundering in an amount of twenty thousand dollars (\$20,000.00) or more, but less than one hundred thousand dollars (\$100,000.00), in violation of Florida Statute §896.101(3) and (5)(b), a Second Degree Felony, each Count punishable by up to fifteen (15) years in State Prison; in Count 66 of the Information with Money Laundering in an amount over three hundred dollars (\$300.00), but less than twenty thousand dollars (\$20,000.00), in violation of Florida Statute §896.101(3) and (5)(a), a Third Degree Felony, punishable by up to five (5) years in State Prison; in Count 87 of the Information with Grand Theft of property valued at one hundred thousand dollars (\$100,000.00) or more, in violation of Florida Statute §812.014(1) and (2)(a)1., a First Degree Felony, punishable by up to thirty (30) years in State Prison; in Counts 3, 5, 7, 9, 11, 13, 15, 17, 19, 21, 23, 25, 27, 29, 31, 33, 35, 37, 39, 41, 43, 45, 47, 49, 51, 53, 55, 57, 59, 61, 63, 65, 69, 71, 73, 75, 77, 79, 81, 83, and 85 of the Information with Grand Theft of property valued at twenty thousand dollars (\$20,000.00) or more, but less than one hundred thousand dollars (\$100,000.00), in violation of Florida Statute §812.014(1) and (2)(b)1., a Second Degree Felony, each Count punishable by up to fifteen (15) years in State Prison; and in Count 67 of the Information with Grand Theft of property valued at three hundred dollars (\$300.00) or more, but less than twenty thousand dollars (\$20,000.00), in violation of Florida Statute §812.014(1) and (2)(c)3., a Third Degree Felony, punishable by up to five (5) years in State Prison.

3. The Defendant hereby enters a plea of guilty to Counts 1 through 87 of the Information.

Defendant's Initials _____

Defense Counsel's Initials _____

4. The Defendant is to be found guilty and adjudicated guilty as to Counts 1 through 87 of the Information.

5. In return for his change of plea, the Defendant will receive a total sentence of twelve (12) years in State Prison, to be followed by five (5) years of probation, as follows:

a) As to Counts 86 and 87, the Defendant will be sentenced to twelve (12) years in State Prison, to be followed by five (5) years of probation. These Counts will run concurrently with each other.

b) As to Counts 1 through 65 and 68 through 85, the Defendant will be sentenced to twelve (12) years in State Prison. The sentence in these Counts will be concurrently with each other, and concurrently with the State Prison portion of the sentence imposed in Counts 86 and 87 (the State Prison sentence imposed under paragraph 5.a) above).

c) As to Counts 66 and 67, the Defendant will be sentenced to five (5) years of probation. The sentence in these Counts will run concurrently with each other and concurrently with the probationary portion of the sentence imposed in Counts 86 and 87 (the probationary sentence imposed under paragraph 5.a) above), but consecutively with the State Prison portion of the sentence imposed in Counts 86 and 87 (the State Prison sentence imposed under paragraph 5.a) above) and consecutively with the State Prison sentence imposed in Counts 1 through 65 and 68 through 85 (the State Prison

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Defense Counsel's Initials _____

sentence imposed under paragraph 5.b) above), and will commence at the commencement of the probationary term in Counts 86 and 87 (the sentence imposed under paragraph 5.a) above).

6. As a special condition of his probation, in addition to the regular terms of his probation the Defendant, MARTIN KING, shall pay restitution in the amount of two million and three hundred and thirty-five thousand and two hundred and sixty-eight dollars and thirty cents (\$2,335,268.30) to the City of North Miami Beach, at 17011 N.E. 19th Avenue, North Miami Beach, FL 33162, Attn: City Attorney.

7. As a showing of good faith towards the restitution, within thirty (30) days of the signing of this Plea Agreement the Defendant, MARTIN KING, shall turn over to his counsel, Larry S. Davis, Esquire, at least four hundred and twenty-five thousand dollars (\$425,000.00), upon which Larry S. Davis, Esquire, shall, within one (1) week, issue a check from his trust account in the total amount of money which the Defendant, MARTIN KING, has turned over to him pursuant to this paragraph of this Plea Agreement, payable to the City of North Miami Beach. Such amount shall be credited towards the total amount of restitution indicated in paragraph 6. The sum of moneys payable by the defendant, MARTIN KING, pursuant to this paragraph of the Plea Agreement shall come from the following sources:

- a) The entire proceeds from Bank of America Money Market Savings Account number 0000 4717 0743, in the name of Rita or Martin King ITF Ann King, totaling at least eighty-five thousand dollars (\$85,000.00).

Defendant's Initials _____

Defense Counsel's Initials _____

- b) The entire proceeds from Amtrust Bank account number 869000141, in the name of Contractors Administrative Services Inc., totaling at least sixty-eight thousand and eight hundred and forty-three dollars and seventy-five cents (\$68,843.76).
- c) The entire proceeds from the Defendant, MARTIN KING's, pension with either the City of North Miami Beach or the State of Florida.
- d) The entire proceeds from John Hancock Venture Vantage Annuity Account number 2650368, in the name of Rita King, less any taxes owed as a result of the sale of this asset. The Surrender Value of this account as of December 31, 2010, was eighty-one thousand and seven hundred and two dollars and fifty-five cents (\$81,702.55).
- e) The entire proceeds from John Hancock Venture Vantage Annuity Account number 2646397, in the name of Rita King, less any taxes owed as a result of the sale of this asset. The Surrender Value of this account as of December 31, 2010, was twelve thousand and forty-one dollars and ninety-three cents (\$12,041.93).
- f) The entire proceeds from John Hancock Venture Vantage Annuity Account number 2646395, in the name of Martin King, less any taxes owed as a result of the sale of this asset. The Surrender Value of this account as of December 31, 2010, was twenty thousand and nine hundred

Defendant's Initials _____

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and twenty-six dollars (\$20,926.00).

8. By July 1, 2011, the Defendant and his wife shall sell their residence, located at 5021 Hayes Street, in Hollywood, Florida, and shall turn over all net proceeds from that sale to the City of North Miami Beach. The sale amount must be approved by Darcee Siegel, the City Attorney for the City of North Miami Beach. Such amount shall be credited towards the total amount of restitution indicated in paragraph 6.

9. Any and all proceeds voluntarily turned over to the City of North Miami Beach by Jackson Land Development, LLC, in regard to this matter shall be credited towards the total amount of restitution indicated in paragraph 6. As of the date of the signing of this Plea Agreement, Jackson Land Development, LLC has agreed to pay one million and two hundred thousand dollars (\$1,200,000.00) to the City of North Miami Beach.

10. As consideration for this Plea Agreement, the State of Florida hereby agrees not to criminally charge the Defendant's wife, Rita King, in connection with this case.

11. As further consideration for this Plea Agreement, the State of Florida hereby agrees not to seek a civil forfeiture action against either the Defendant, MARTIN KING, or his wife, Rita King. However, nothing herein shall be construed to prevent the City of North Miami Beach to seek whatever legal cause of action available to them against either the Defendant, MARTIN KING, or his wife, Rita King.

12. The Defendant's probation may not be terminated early or

Defendant's Initials _____

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modified without the express written consent of the State of Florida. In no event shall the Defendant's probation be terminated early unless all monetary obligations outlined in paragraph 6 of this Plea Agreement have been successfully complied with.

13. Upon the completion of the State Prison portion of the Defendant's sentence, the State of Florida would have no objection to the transfer of his probation to the State of Ohio, provided that such transfer would be approved by the Court, the Florida Department of Corrections, and the State of Ohio. However, if this would in any way impede in the full payment of restitution, the Defendant's probation may not be so transferred.

14. The Defendant shall not be allowed to vacate his plea of guilty if he breaches any of the terms and conditions of this contract.

15. Defendant and his attorney acknowledge that Defendant is entering into this Agreement and is pleading guilty, freely and voluntarily, without promise or benefit of any kind (other than what is contained within this Agreement); and without threats, force, intimidation, or coercion of any kind.

16. Defendant acknowledges that he understands the nature and elements of the crimes with which he has been charged and to which he is pleading guilty.

17. Defendant acknowledges that he is completely satisfied with the representation and advice received from his undersigned attorney, Larry S. Davis, Esquire, and states that his attorney

Defendant's Initials _____

Defense Counsel's Initials _____

has done everything that he has been asked to do on behalf of the Defendant, and that his attorney has filed with the court all pleadings, motions, and documents that the Defendant desired, and that the attorney has investigated all aspects of the case that the Defendant has discussed with his attorney. While all bank records in possession of the State of Florida have been turned over to the Defendant's attorney, and the Defendant's attorney has had the opportunity to fully discuss the case at length on numerous occasions with the lead detective in the case, Detective Denise Love of the North Miami Beach Police Department, the Defendant understands that his attorney has not invoked discovery in this case, and has not deposed any of the witnesses. Despite the Defendant's right to require that such discovery be invoked and that such depositions be taken, the Defendant acknowledges that he is satisfied with his attorney's representation, and further represents that the fact that such discovery was not invoked and that the depositions were not taken does not affect the Defendant's decision to plead guilty herein. Defendant further represents that he and his attorney are fully aware of the facts underlying his charges of one (1) count of Violating the Racketeering Influenced and Corrupt Organization Act, in violation of Florida Statute § 895.03(3), one (1) count of Money Laundering in an amount of one hundred thousand dollars (\$100,000.00) or more, in violation of Florida Statute §896.101(3) and (5)(c), forty-one (41) counts of Money Laundering in an amount of twenty thousand dollars (\$20,000.00) or more, but less than one hundred thousand dollars (\$100,000.00), in violation of Florida Statute §896.101(3) and (5)(b), one (1) count of Money Laundering in an amount over three hundred dollars (\$300.00), but less than twenty thousand dollars (\$20,000.00), in violation of Florida Statute §896.101(3) and (5)(a), one (1) count of Grand Theft of property

Defendant's Initials_____

Defense Counsel's Initials_____

valued at one hundred thousand dollars (\$100,000.00) or more, in violation of Florida Statute §812.014(1) and (2)(a)1., forty-one (41) counts of Grand Theft of property valued at twenty thousand dollars (\$20,000.00) or more, but less than one hundred thousand dollars (\$100,000.00), in violation of Florida Statute §812.014(1) and (2)(b)1., and one (1) count of Grand Theft of property valued at three hundred dollars (\$300.00) or more, but less than twenty thousand dollars (\$20,000.00), in violation of Florida Statute §812.014(1) and (2)(c)3., and that his attorney, among other things, has fully discussed the strengths and weaknesses of his case and the State of Florida's case, as well as any defenses the Defendant may have to the charges against him. Further, Defendant acknowledges that his attorney has raised all the objections and defenses that he wanted to be raised with the prosecutor and/or the Court. Defendant further acknowledges that his counsel has spoken to, and discussed his case with, all of the witnesses and prospective witnesses that the Defendant requested that he talk to, and that his attorney has discussed the case with the Defendant fully and completely. Although discovery has not been invoked and depositions have not been taken, the Defendant acknowledges that his decision to accept the State's plea offer is based upon his belief that this plea is in his best interests and because he is guilty of each of the charges against him. The Defendant further agrees that his attorney has been competent, professional, and effective throughout his representation of the Defendant. The Defendant is completely satisfied with the representation that his attorney has afforded him.

18. Defendant understands that he has the right to plead not guilty or to persist in that plea if it has already been made. Further, the Defendant understands that by pleading guilty he is

Defendant's Initials _____

Defense Counsel's Initials _____

giving up certain rights guaranteed under the Constitutions of the United States and the State of Florida, including the right to be tried by a jury of his peers with the assistance of counsel, the right to have his attorney confront and cross-examine the State's witnesses against him, the right to remain silent and not to be compelled to testify on his own behalf or to incriminate himself, the right to compulsory process for the attendance of witnesses to testify in his defense, the right to appear as a witness on his own behalf if he decides to do so after consultation with his attorney, the right to have the charges proven against him beyond and to the exclusion of every reasonable doubt by the State, the right to require the State to prove its case and to carry its burden of proof without the Defendant having to prove anything regarding his innocence, the right to have the jury decide the case unanimously, and, finally, the right to appeal any adverse rulings to the Third District Court of Appeal. The Defendant understands that by entering a plea of guilty, he is giving up those rights and that there will not be a trial or an appeal of any issues unless the Court deviates from the plea agreement. The Defendant also hereby acknowledges that if he is not a United States citizen, this plea may subject him to deportation pursuant to the laws and regulations governing the United States Department of Homeland Security, Immigration and Customs Enforcement. The Defendant further understands that he is giving up his right to have a Pre-Sentence Investigation conducted by the Florida Department of Corrections. Furthermore, the Defendant further understands that he is giving up his right to present any mitigating evidence to the Court.

19. The Defendant further acknowledges that if this case had gone to trial and the Defendant was convicted as charged after

Defendant's Initials _____

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trial, the Defendant would be sentenced in accordance with the *Criminal Punishment Code*, governed by Florida Statutes §§ 921.002 and 921.0022. As such, the Defendant could have been sentenced to a maximum of a life sentence in State Prison.

20. The Defendant acknowledges that if he is found to have violated the terms of his probation he may be sentenced to a maximum of a life sentence in State Prison, unless he can prove that a mitigating factor enumerated in Florida Statute § 921.0026 applies. The Defendant further acknowledges that his attorney has made no promises or suggestions regarding the length of any sentence the Defendant would receive should he be found in violation of his probation.

21. All the agreements between the State of Florida and the Defendant are contained in this contract. There are no other agreements between the State of Florida and the Defendant with regard to this case.

22. The execution of this plea agreement by the Defendant constitutes an understanding, acknowledgment and agreement to the special conditions of probation as mentioned herein, in addition to the standard terms and conditions of probation appearing on the "Terms and Conditions of Probation" form. For purposes of the knowing, intelligent, and voluntary waiver of rights which have been enumerated herein, as well as the signature acknowledging the same below, and the initials on every page herein acknowledging that the Defendant has read the entire document, the Defendant further acknowledges that he is fluent in English, and that he has read this agreement in English, without the aid of an official court interpreter, and that he fully understands the terms and

Defendant's Initials _____

Defense Counsel's Initials _____

conditions contained herein.

23. This Agreement is not binding until it is signed by the four (4) persons enumerated on Page 12 of 12 of this Plea Agreement.

Having read the above-mentioned terms of this Plea Agreement, and having been fully advised by my counsel, Larry S. Davis, Esquire, I, MARTIN KING, freely and voluntarily enter into this Plea Agreement and agree to abide by all terms and conditions of this Plea Agreement. No other promises or representations other than those which are enumerated in this Plea Agreement have been made to me by anyone, including my counsel, Larry S. Davis, Esquire, the Assistant State Attorney, Howard R. Rosen, Esquire, or the presiding Judge.

This agreement is entered into freely and voluntarily on this the _____ day of March, 2011.

KATHERINE FERNANDEZ RUNDLE
STATE ATTORNEY
E.R. GRAHAM BUILDING
1350 NW 12TH AVE
MIAMI FL 33136
(305) 547-0100

LARRY S. DAVIS, ESQ.
1926 HARRISON STREET
HOLLYWOOD, FL 33020
(954) 927-4249

BY: _____
HOWARD R. ROSEN
Assistant State Attorney
Public Corruption Unit
Florida Bar #516716

BY: _____
LARRY S. DAVIS
Esquire
Attorney for Defendant
Florida Bar #437719

BY: _____
BETH BLOOM, Judge
Eleventh Judicial Circuit

BY: _____
MARTIN KING
Defendant

Defendant's Initials _____

Defense Counsel's Initials _____