























PARK TOWERS

Mod Rehab

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

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

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Mod Rehab

JULY

25

1986

DEAN schedules lunch w/ **SHELBY**.
(Government Exhibit 7N)

28

MITCHELL notes on his calendar "12:00 Rick **SHELBY** –
Picture." *(Government Exhibit 10A)*

AUGUST

5

DEAN schedules lunch w/ **SHELBY**.
(Government Exhibit 7O)

SEPTEMBER

11

DEAN schedules a meeting w/ **SHELBY** and others.
(Government Exhibit 7Q)

NOVEMBER

4

SHELBY sends a telegram from 13 people to the White House
in support of **DEAN**'s nomination as Asst. Secy. for CPD.
(Government Exhibit 91)

5

MITCHELL schedules a meeting w/ **SHELBY** and Keating.
(Government Exhibit 10D)

7

DEAN schedules lunch w/ **SHELBY**.
(Government Exhibit 7V)

21

DEAN schedules a meeting w/ **SHELBY** and others.
(Government Exhibit 7W)

DECEMBER

1

SHELBY thanks **DEAN** for her time and effort the past few
years. Assures her he hopes to reciprocate in the future.
(Government Exhibit 92)

24

DEAN schedules lunch w/ **SHELBY**.
(Government Exhibit 7X)

JANUARY

7

1987

Fine pays **SHELBY**'s employer \$225,000.
(Government Exhibits 93, 94)

14

SHELBY's employer pays \$40,000 to **MITCHELL**'s business,
Global. *(Government Exhibit 97)*

PARK TOWERS

Mod Rehab

JANUARY	 28 1987	DEAN schedules lunch w/ RICK and JOHN . <i>(Government Exhibit 8D)</i>
FEBRUARY	 10	DEAN schedules meeting w/ SHELBY . <i>(Government Exhibit 8G)</i>
MARCH	 21	SHELBY 's employer pays Feinberg \$11,250. <i>(Government Exhibit 998)</i>
	 23	DEAN schedules meeting w/ SHELBY . <i>(Government Exhibit 8K)</i>
APRIL	 16	DEAN schedules lunch w/ SHELBY and Redota. <i>(Government Exhibit 8O)</i>
	 17	DEAN schedules lunch w/ SHELBY . Calendar contains: "Grand Hotel 12- Mitchell." <i>(Government Exhibit 8Q)</i>
MAY	 29	SHELBY 's employer pays Feinberg \$8,750. <i>(Government Exhibit 99C)</i>
DECEMBER	 17	DEAN schedules lunch w/ Al Moran, SHELBY and MITCHELL . <i>(Government Exhibit 8HH)</i>

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

UNITED STATES OF AMERICA)

vs.)

Deborah Gore Dean)

PRESENTENCE INVESTIGATION REPORT

Docket No. CR 92-181-01

Prepared for: The Honorable Thomas F. Hogan
United States District Judge

[pp. 1, 6]

Prepared by: Gregory A. Hunt
United States Probation Officer
Washington, D. C.
(202) 273-0181

Office of Independent Counsel
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and Bruce Swartz
444 North Capitol Street, Suite 515
Washington, D. C. 20001
(202) 786-6681

Defense Counsel
Stephen V. Wehner
513 Capitol Court, N.E.
Suite 200
Washington, D. C. 20002
(202) 543-2700

Sentencing Date: January 19, 1993, at 9:30 a.m.

Offense: Counts 1-3:	Conspiracy (18 U.S.C. § 371) - 5 years/\$250,000
Count 4:	Illegal Receipt of Thing of Value by Public Official {18 U.S.C. § 201(c)(1)(B)} - 2 years/\$250,000
Counts 5, 7, 9, 11:	Perjury (18 U.S.C. § 1621) - 5 years/\$250,000
Counts 6, 8, 10, 12:	Scheme to Falsify, Conceal, and Cover up, and False Statements (18 U.S.C. § 1001) - 5 years/ \$250,00

Release Status: On May 1, 1992, the defendant was released on personal recognizance,
in which status she remains.

Date Report Prepared: 12/28/93

Date Report Revised:

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

Count Two

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

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Defense Counsel

Stephen V. Wehner
513 Capitol Court, N.E.
Suite 200
Washington, D.C. 20002
(202) 543-2700

Sentencing Date:

February 17, 1994, at 9:00 a.m.
Presentence Hearing, February 14, 1994, at 9:00 a.m.

Offense:

Counts 1-3:

Conspiracy (18 U.S.C. § 371) - 5 years/\$250,000

Count 4:

Illegal Receipt of Thing of Value by Public Official
{18 U.S.C. § 201(c)(1)(B)} - 2 years/\$250,000

Counts 5, 7, 9, 11:

Perjury (18 U.S.C. § 1621) - 5 years/\$250,000

Counts 6, 8, 10, 12:

Scheme to Falsify, Conceal, and Cover up, and
False Statements (18 U.S.C. § 1001) - 5 years/
\$250,00

Release Status:

On May 1, 1992, the defendant was released on personal recognizance,
in which status she remains.

Date Report Prepared: 12/28/93

Date Report Revised: 2/7/94

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Count Two

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18. *As this relationship evolved, Mr. Sankin began to assist the defendant with some of the business activities of the family. The defendant's family, which includes her uncle, James Gore, her aunt, Louise Gore, and her mother, Mary Gore Dean, over the years have owned several enterprises. In fact, the defendant describes in her testimony during trial that Mr. Sankin was on the "family payroll" during the commission of the offense. One of those enterprises was the Stanley Arms apartment building in Northwest Washington, D.C. This was a 40-unit apartment complex, which was in dire financial straits in 1985. During a conversation between the defendant and Mr. Sankin, he decided to assume management of the complex for a percentage of the rent proceeds. Beginning in May 1985, he began managing the building and filed a rent petition with the city government to allow them to increase the rent. The city allowed them to do so, and the complex*

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

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

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

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

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

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

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