



U.S. Department of Justice

*United States Attorney
Eastern District of New York*

SLR:BGK:BDM
F.# 2015R00101

*271 Cadman Plaza East
Brooklyn, New York 11201*

August 26, 2020

By ECF

The Honorable Nicholas G. Garaufis
United States District Judge
Eastern District of New York
225 Cadman Plaza East
Brooklyn, New York 11201

Re: United States v. Christopher Chierchio, et al.
Criminal Docket No. 20-306 (NGG)

Dear Judge Garaufis:

In connection with the above-captioned criminal case, the government writes to respectfully request that the Court enter the enclosed stipulation among the government, defendants Francesco Russo and Francis Smookler, and a third-party entity controlled by Russo and Smookler, Bayview Miami LLC (the "Stipulation"). The Stipulation provides for the interlocutory sale of the real property and premises located at 2270 Bayview Lane, North Miami, Florida 33181 (the "Bayview Miami Property"), which is titled in the name of Bayview Miami LLC, a New York limited liability company controlled by Russo and Smookler. Subject to the Court's approval and entry of the Stipulation, the closing is presently scheduled for August 28, 2020.

As the Court is aware, on August 13, 2020, a grand jury returned an indictment (the "Indictment") against, among other defendants, Russo and Smookler, charging violations of 18 U.S.C. §§ 842, 844, 1343, 1349, 1956(a) and 1956(h). See Indictment, Dkt. #1. The Indictment contained criminal forfeiture allegations seeking, among other things, the forfeiture to the United States of the Bayview Miami Property as (i) property, real or personal, which constitutes or is derived from proceeds traceable to the defendants' violations of 18 U.S.C. §§ 1343 and 1349, and/or (ii) property, real or personal, involved in the defendants' violations of 18 U.S.C. § 1956(h). Id. at ¶¶ 10-13.

Prior to return of the Indictment, on or about June 27, 2020, Russo and Smookler, on behalf of the sole titleholder of record to the Property, Bayview Miami LLC, entered into a contract for sale of the Bayview Miami Property to a third-party purchaser (the "Purchaser"), who is not believed to be involved in any of the charged crimes, for the sum of \$1,575,000 (the "Contract"). The Stipulation, entered into earlier today, provides for the interlocutory sale of the Bayview Miami Property to the Purchaser pursuant to the Contract,

