UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
FORT MYERS DIVISION

UNITED STATES OF AMERICA

v. Case No. 2:22-cr-39-SPC-NPM

DANIEL JOSEPH TISONE

STIPULATION REGARDING RESTITUTION

It is hereby stipulated by and between the United States of America and Daniel Joseph Tisone, as follows:

Tisone acknowledges that the assets described below are subject to forfeiture in this case; however, in order to expedite the return to victims, the United States has agreed to allow Tisone to liquidate the assets and apply the sale proceeds to the anticipated restitution order. Specifically, Tisone agrees that he is the owner or partial owner of the assets described in this agreement and he agrees to liquidate the assets in accordance with the terms of this agreement for payment towards his anticipated restitution in this case without any admissions as to underlying facts or guilt.

A. Real Property

The real properties identified in this agreement are owned Daniel Joseph Tisone. The properties are currently titled in the name of entities—TEC Ventures, LLC, whose managing member is Daniel Tisone, and Naples Seaport 101, LLC, whose authorized member is TEC Ventures, LLC. Tisone agrees that he is the true owner of the properties and has, or will obtain, the necessary authorizations from TEC

Ventures, LLC and Naples Seaport 101, LLC, to act on their behalf in order to sell these properties and pay the proceeds to his anticipated restitution obligation in this case. Tisone agrees to provide the authorizations to the United States should it be necessary as part of the closings on the properties. The parties agree that Tisone is the true, beneficial owner of the properties, identified more fully as:

1. Real property located at 550 Starboard Drive, Naples, Florida 34103, titled to TEC Ventures, LLC; and

2. Real property located at 1001 10th Avenue South #101, Naples, Florida 34102, titled to Naples Seaport 101, LLC.

The United States agrees to allow Tisone, directly or through his representatives, to market the property for sale utilizing a realtor of his choice, and in connection therewith, will pay such realtor a normal fee for services rendered with respect to the sale of the property, which cannot exceed six percent of the sale price. Tisone agrees to advise the United States prior to retaining any realtor and allow the United States to review and approve the listing contract prior to executing any listing agreement.

Upon obtaining an offer to purchase the properties on terms and conditions acceptable to Tisone, he will notify the United States of the intended sale and provide the details of the sale, including a copy of the Offer to Purchase, and, unless the United States objects to the sale within 5 business days of receipt of the Offer to Purchase, Tisone will move forward toward closing the sale. Before the United States can approve the sale of any of the properties, Tisone must provide the United States with the anticipated or proposed HUD-1 settlement statement. The United States will approve the sale provided that the sale price is commercially reasonable, *i.e.,* equals or is within five percent of the fair market value of the property, and the seller is obligated to pay only the usual and customary closing costs for real estate transactions.

At closing, any or all mortgages, other valid liens against any of the Properties, and property taxes shall be paid in accordance with their priority under applicable law.

After payment of all usual and customary closing costs associated with the sale, and the amounts set forth in the preceding paragraph, the net proceeds obtained from the sales shall be disbursed from the title company directly to Clerk, United States District Court. The title company check shall be made payable to "Clerk, U.S. District Court" for the full amount of the net proceeds from the sales of each property and mailed to: Clerk, U.S. District Court, Attention: DCU, 401 West Central Blvd. Suite 1200, Orlando, Florida 32801. The payment must also reference "Daniel Joseph Tisone: Case No.: 2:22-cr-39-SPC-NPM".

If Tisone has taken all steps outlined in this agreement, and upon confirmation that a sale of the properties will take place and the sale proceeds will be directed to the Clerk of Court, the United States will provide a release of its interest in the properties to the title company at or before closing, and the United States will not pursue the property for forfeiture.

B. Personal Property

1. Vessel

The parties agree that Tisone has a 50% interest in a vessel described as:

- 2019 Tiara 34LS boat, hull number SSUKC007L819.

The vessel is registered to Daniel Tisone and Matthew John Holtan. Tisone agrees to sell his one-half interest in this vessel within 30 days of signing this agreement. The parties agree that he will sell his interest in the vessel for at least 80 percent of the estimated approximate value. The estimated approximate value of the vessel is $383,505. and the estimated approximate value of Tisone's one-half interest is $191,752.50. Proof of the sale, including the name and address of the purchaser and the purchase price, shall be provided to the United States. The proceeds from the sale shall be paid directly to the Clerk of Court. The payment must be a check drawn on a law firm trust account, a cashier's check, or a money order made payable to "Clerk, U.S. District Court" and mailed to: Clerk, U.S. District Court, Attention: DCU, 401 West Central Blvd. Suite 1200, Orlando, Florida 32801. The payment must also reference "Daniel Joseph Tisone: Case No.: 2:22-cr-39-SPC-NPM".

If Tisone has taken all steps outlined in this agreement, and upon confirmation that the sale of the vessel took place and the net proceeds representing Tisone's one-half interest were paid to the Clerk of Court in accordance with this agreement, the United States will notify the Court that it will not pursue the forfeiture of the vessel.

2. Vehicles

Tisone agrees that he is the registered owner of the vehicles described below:

- 2021 Mercedes Benz G550 (VIN: W1NYC6BJ3MX410980), valued at $163,725, and with a current loan balance of $169,067.54;
- 2020 Ford F-150 (VIN: 1FTEW1E41LKE94741), valued at $43,836, and with a current loan balance of $57,976.95; and
- 2021 Lincoln Aviator (VIN: 5LM5J7WC6MGL04940), valued at $54,157, and with a current loan balance of $53,714.02.

Tisone agrees to sell the vehicles within 30 days of signing this agreement. The parties agree that the current outstanding loan balances on the vehicles will be paid out of the sale price. The parties agree that Tisone will sell the vehicles for at least 80 percent of the estimated approximate value. Proof of the sale, including the buyer and purchase price, shall be provided to the United States. The remaining net proceeds, if any, must be paid via a check drawn on a law firm trust account, a cashier's check, or a money order made payable to "Clerk, U.S. District Court" and mailed to: Clerk, U.S. District Court, Attention: DCU, 401 West Central Blvd. Suite 1200, Orlando, Florida 32801. The payments must also reference "Daniel Joseph Tisone: Case No.: 2:22-cr-39-SPC-NPM".

Should Tisone be unable to sell any of the vehicles in accordance with the terms of this agreement, he agrees to consult with the United States to determine an acceptable alternative terms for sale of the vehicle(s).

C. General Provisions

The parties agree that, in the event any of the information relating to these properties is incorrect, this Stipulation can be amended as required to ensure the proper asset is identified and liquidated.

The parties agree that the Court must still order full restitution for the victims' losses at sentencing. Upon entry of the restitution order, the Clerk of Court will apply the pre-judgment payments from the sales of the assets to Tisone's restitution balance, in accordance with the Order allowing for prejudgment payment of restitution. Doc. 37.

This agreement only involves the liquidation of assets to pay Tisone's anticipated restitution and has no effect on his other obligations, including forfeiture. Specifically, Tisone agrees that any payments made to the Clerk of Court pursuant to this agreement will not reduce his forfeiture obligation in this case. The parties agree, however, that in the event the net proceeds from the sale of any of these assets exceed Tisone's restitution, the funds shall be turned over and treated as voluntary payments toward Tisone's forfeiture obligations.

Tisone agrees that this Stipulation shall in no way preclude the United States from undertaking additional enforcement actions as allowed by law to satisfy any restitution, fine, forfeiture, or other criminal monetary penalty ordered in this case. Furthermore, in the event any of these assets is not sold by 30 days prior to any sentencing in this case, Tisone consents to entry of preliminary orders of forfeiture for these assets.

Tisone represents that this Stipulation is freely and voluntarily entered into without any degree of duress or compulsion whatsoever and agrees unconditionally to release, hold harmless, acquit, and discharge the United States, the Federal Bureau of Investigation, and any agents, servants, and employees of the United

States (or any state or local law enforcement agency) acting in their individual or official capacities, from any and all claims by Tisone and his successors, assignees, agents and employees from any and all claims, demands, causes of actions or suits, agreements, deposited sums, judgments, damages, losses of service, expenses of whatever kind and description, and wheresoever situated, that might now exist or hereafter exist by reason of or arising from the incidents or circumstances giving rise to the proceedings involving the liquidation of assets described in this Stipulation.

UNITED STATES OF AMERICA

ROGER B. HANDBERG
United States Attorney

By: ______________________ Dated: 5/17/2022
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DANIEL JOSEPH TISONE

By: ______________________ Dated: May 17, 2022
DANIEL JOSEPH TISONE

By: ______________________ Dated: 05/17/2022
MARK EIGLARSH
Counsel for Daniel Joseph Tisone