Memorandum

Miami-Dade County Office of the Inspector General
A State of Florida Commission on Law Enforcement Accredited Agency
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To: The Honorable Anthony Rodriguez, Chairman
and Members, Board of County Commissioners, Miami-Dade County
The Honorable Daniella Levine Cava, Mayor, Miami-Dade County

From: Felix Jimenez, Inspector General

Date: September 23, 2026

Subject: Arrest Related to a Scheme to Defraud Citrus Health and the Homeless Trust of Funding Provided by Miami-Dade County, IG25-0019-I

On today's date, a joint investigation by the Miami-Dade County Office of the Inspector General (OIG), the Miami-Dade Sheriff's Office (MDSO), and the Miami-Dade State Attorney's Office (SAO), resulted in the felony arrest of Thomas Jardon, former Director of Housing for Citrus Health Network ("Citrus Health"), a nonprofit service provider that receives substantial funding through Miami-Dade County's Homeless Trust ("Homeless Trust"). He is alleged to have perpetrated a racketeering scheme involving multiple fraudulent corporate entities used to misappropriate public funds and nonprofit assets.

The OIG received a complaint that, following Mr. Jardon's termination in December 2025, Citrus Health noticed irregularities related to potential misuse of public funds, fraudulent billing, contract mismanagement, and falsification of records. Citrus Health partners closely with the Homeless Trust to secure housing and essential items for homeless individuals throughout the County. The Homeless Trust reimburses Citrus for housing leases and approved purchases. Mr. Jardon, as the Director of Housing for Citrus Health, was responsible for verifying legitimacy, accuracy, and compliance of all expenditures submitted for reimbursement during the relevant period.

The joint investigation revealed that from 2022 through 2025, Mr. Jardon orchestrated an extensive scheme involving multiple fraudulent corporate entities he secretly controlled. Through these entities, Mr. Jardon submitted falsified leases, forged property management agreements, and fraudulent invoices to Citrus Health, which were subsequently presented to the Homeless Trust for reimbursement.

The charges stem from Mr. Jardon's misuse of his position in which he identified multi-family and single-family properties commonly used for Citrus Health housing placements, then created fraudulent corporate entities that falsely claimed to own or manage these properties. He then submitted fabricated leases listing Citrus Health clients (including deceased individuals), and approved payments to the fraudulent corporate entities he controlled. In addition to identifying false housing placements, he also created a fraudulent furniture company. Mr. Jardon then submitted invoices for furniture purportedly delivered to Citrus Health clients or at-risk youth homes. Financial records obtained during the joint investigation illustrate how Mr. Jardon used these ill-gotten proceeds for personal luxury purchases, including nearly $48,000 on Rolex watches and other jewelry, over $21,000 on hotels, Air BnB rentals, and airfare, cash withdrawals totaling over $51,000, and at least four new motor vehicles.

Mr. Jardon is charged with one count of prohibited conduct under Florida's Racketeer Influenced and Corrupt Organization (RICO) Act in violation of Florida Statute §895.03, a first-degree felony; one count of Organized Scheme to Defraud over $50,000 in violation of Florida Statute §817.034, a first-degree felony; 16 counts of Grand Theft over $20,000 in violation of Florida Statute §812.014(2)(b)1, a second-degree felony; 36 counts of Grand Theft over $750 in violation of Florida Statute §812.014(2)(c), a third-degree felony; two counts of Criminal Use Of Personal Identification Information in violation of Florida Statute §817.568(2)(c), a first-degree felony; and one count of Criminal Use Of Personal Identification Information in violation of Florida Statute §817.568(2)(b), a second-degree felony. A copy of the redacted arrest warrant is attached.

Citrus Health has made full restitution to the County in the amount of $1,255,461.17 and continues to cooperate with the joint investigation. The OIG will continue coordinating with law enforcement and provide updates as criminal proceedings advance, while working to develop enhanced oversight strategies.

The OIG appreciates the assistance of U.S. Department of Housing and Urban Development Office of the Inspector General and the OIG's law enforcement partners, the Miami-Dade Sheriff's Office and the State Attorney's Office.

Attachment

cc: Honorable Katherine Fernandez Rundle, State Attorney
Sheriff Rosie Cordero-Stutz, Miami-Dade Sheriff's Office
Brian D. Harrison, Acting Inspector General, U.S. HUD OIG
Geri Bonzon-Keenan, County Attorney
Jess M. McCarty, First Assistant County Attorney, County Attorney's Office
Yinka Majekodunmi, Commission Auditor, Office of Commission Auditor
Basia Pruna, Clerk of the Board
Christina Cicilia, BCC Executive Director, Office of Policy and Budgetary Affairs
Ofelia Tamayo, Director, Internal Compliance Department
Victoria Mallette, Executive Director, The Homeless Trust

ARREST WARRANT FORM - 11TH JUDICIAL CIRCUIT – MIAMI-DADE COUNTY, FLORIDA

WARRANT TYPE: AW **CASE TYPE:** F

AWPS # 26-452 Refile indicator: NO

Court case number: F26-18984 Division: F001

TO ALL AND SINGULAR SHERIFFS OF THE STATE OF FLORIDA, GREETINGS:
YOU ARE HEREBY COMMANDED TO IMMEDIATELY ARREST THE DEFENDANT AND BRING HIM OR HER BEFORE ME, A JUDGE IN THE ELEVENTH JUDICIAL CIRCUIT OF FLORIDA, TO BE DEALT WITH ACCORDING TO LAW.

DEFENDANT'S NAME: (last) JARDON				**THOMAS**		**F.**	
STR/APT/CITY/ST/ZIP: 25730 SW 143RD Path Homestead, FL 33032							
DOB: 3/2/1984	RACE: W	SEX: M	HEIGHT:	WEIGHT:	HAIR: Br	EYES:	
SS #	CIN #:		SID #:		FBI #:		
scars, marks, tattoos (use FCIC/NCIC abbreviations:):				IDS #:			
driver's license #				ST:			
veh tag #:	state:	make:	model:		year:	color:	
comments:							

****

BEFORE ME PERSONALLY CAME (AFFIANT), WHO, BEING DULY SWORN, STATES THAT THE DEFENDANT , DID COMMIT THE ACTS STATED IN THE ATTACHED STATEMENT OF FACTS, BASED UPON THIS SWORN STATEMENT OF FACTS, I FIND PROBABLE CAUSE THAT DID COMMIT THE CRIMES OF:

CHARGE # CHP/SEC/SUBS	INTENT INTENT/TYPE/DEGREE	COUNTS	VERSION	CHARGE NAME/DESCRIPTION	BOND AMOUNT
895.03	First	1		RICO	15,000.00
817.034	First	1		Org Scheme to Defraud over $50,000	300,000.00
812.014(2)(B)1	Second	16		Grand Theft over $20,000	16 x 10,000 = 160,000
812.014 (2) (C)	Third	36		Grand Theft Over $750	36 x 5,000 = 180,000
817.568 (2)(C)	First	2		Criminal Use of Personal Identification	15 x 2,000 = 30,000
817.568 (2)(B)	Second	1		Criminal Use of Personal Identification Information	10,000.00

IN MIAMI-DADE COUNTY, FLORIDA, CONTRARY TO FLORIDA STATUTES AND AGAINST THE PEACE AND DIGNITY OF THE STATE OF FLORIDA.

POLICE CASE #: AGENCY #:030 AGENCY NAME:MDSO
ASA'S APPROVAL INITIALS: DB UNIT #: MIN/MAN: x☐ Not Charged/Not Filed ☐ Charge Filed

EXTRADITE INFORMATION

- ☒ 1. Felony - Full extradition
- ☐ 2. Felony - Limited extradition
- ☐ 3. Felony - Extradition - Surrounding states only
- ☐ 4. Felony - No extradition
- ☐ A. Misdemeanor - Full extradition
- ☐ B. Misdemeanor - Limited extradition
- ☐ C. Misdemeanor - Extradition - Surrounding states only
- ☐ D. Misdemeanor - No extradition
- ☐ E. Misdemeanor - Pending extradition

SWORN TO BY AFFIANT:(name) [signature] Court ID #: 307696 + loc code if Miami-Dade Date: 9/22/26

SO ORDERED THIS 22 DAY OF September, 2026.

Andrea R. Wolfson 695,000.00

JUDGE IN THE 11TH JUDICIAL CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA BOND AMOUNT

☑ FIRST APPEARANCE JUDGE MAY NOT MODIFY CONDITION OF RELEASE PER RULE 3.131(D)(1)(IV) + Nebbia
(judge's initials) ARW

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☐ TO ANSWER UNTO THE STATE OF FLORIDA ON AN INFORMATION OR INDICTMENT FILED AGAINST HIM OR HER BY THE STATE ATTORNEY FOR THE CHARGE(S) OF:

☐ UPON ORDER OF A JUDGE IN THE 11TH JUDICIAL CIRCUIT OF FLORIDA FOR FAILURE TO APPEAR IN COURT TO ANSWER THE PENDING CHARGE(S) OF:

CHP/SEC/SUBS	INTENT/TYPE/DEGREE	COUNTS	VERSION	CHARGE NAME/description
895.03	First	1		RICO
817.034	First	1		Organized Scheme to Defraud over $50,000

812.014 (2)(B)1	Second	16		Grand Theft Second
812.014 (2) (C)	Third	36		Grand Theft Over $750
817.568 (2) (C)	First	2		Criminal Use of Personal Identification
817.568 (2) (B)	Second	1		Criminal Use of Personal Identification

JUAN FERNANDEZ-BARQUIN
CLERK OF THE COURT AND COMPTROLLER

BY: (Deputy Clerk) (Date) SEP 22 2026

DENISE DESIR 07022

JUAN FERNANDEZ-BARQUIN CLERK OF THE COURT & COMPTROLLER MIAMI-DADE COUNTY, FLORIDA IN GOD WE TRUST

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

FILED FOR RECORD
2026 SEP 22 PM 12:45
CLERK
MIAMI-DADE COUNTY, FL
CIRCUIT CRIMINAL #17

STATE OF FLORIDA)
) SS
COUNTY OF MIAMI-DADE)

STATEMENT OF FACTS IN SUPPORT OF ARREST WARRANT

Before me, Andrea R. Wolfson, a Judge of the Circuit Court of the Eleventh Judicial Circuit of Florida, electronically appeared Detective Kaitlyn Grijalva of the Miami-Dade Sheriff's Office ("Your Affiant") and Special Agent Lawrence Lebowitz, of the Miami-Dade County Office of the Inspector General ("Your Co-Affiant') (Collectively "Your Affiants"), who being first duly sworn, have probable cause to believe that **THOMAS JARDON** ("JARDON"), committed the crimes of **Engaging in a Pattern of Racketeering Activity in violation of Florida Statute 895.03,Organized Scheme to Defraud in violation of Florida Statute 817.034 and Grand Theft Second and Third Degree in violation of Florida Statute 812.014, and Identity Theft in violation of Florida Statute 817.568.**

PROBABLE CAUSE AND THE SPECIFIC FACTS OF THIS INVESTIGATION

Your Affiant, Detective Kaitlyn Grijalva, ID #7696, of the MDSO, has been a Police Officer since 2009. Your Affiant has eleven (11) years of investigative experience, five (5) of which being in her current assignment within the Internal Affairs Office (IAO), Public Corruption Section (PCS), which includes the investigation of criminal allegations of Miami-Dade County public officials. During her tenure with the MDSO, Your Affiant has conducted numerous investigations related to bid-tampering, bribery, official misconduct, unlawful compensation, organized schemes to defraud, and other crimes having a direct impact on Miami-Dade County government. Your Affiant has developed a certain degree of expertise in analyzing and investigating complex corruption crimes.

Your Co-Affiant Lawrence Lebowitz is a Special Agent with the Miami-Dade County Office of the Inspector General (OIG). Co-Affiant Lebowitz has served as a Special Agent since 2018, during which time he has led or assisted in dozens of administrative and criminal investigations. In 2016, he was a co-case agent on a state public corruption investigation that led to bribery and unlawful compensation charges being brought against an elected commissioner of Opa-locka. Co-affiant Lebowitz, in carrying out investigations with the OIG and as an investigator with the Miami-Dade Commission on Ethics and Public Trust from 2013 to 2018, has investigated procurement fraud, bribery and official misconduct. Co-Affiant Lebowitz has attended training seminars involving fraud investigation and has been Certified as an Inspector General Investigator by the Association of Inspectors General.

MIAMI-DADE COUNTY OFFICE OF THE INSPECTOR GENERAL

The OIG was created by County Ordinance to investigate and review allegations of waste, fraud, abuse and mismanagement. While the OIG is a Criminal Justice Agency, Your Co-Affiant is not a sworn law enforcement officer. The facts in this affidavit come from Your Affiants personal knowledge, their training and experience, and information obtained from other members of law enforcement and from witnesses. Because this affidavit is prepared for limited purposes, Your Affiants have not set forth each and every fact they have learned in connection with this investigation. Where conversations and events are referred to herein, they are related in substance and in part. This affidavit is intended to show merely that there is sufficient probable cause and does not set forth all of the knowledge of Your Affiants about this matter. Instead, Your Affiants have stated only the facts they believe establish the necessary foundation for probable cause for the arrest of the Defendant.

CITRUS HEALTH NETWORK

Citrus Health Network Inc. ("Citrus") is a non-profit corporation organized under the laws of the State of Florida that was founded in 1979, and its headquarters are located in Miami-Dade

County. Citrus provides a wide range of social services in Miami-Dade County including programs that provide services to foster children, homeless people and those suffering from mental illness. Citrus is led by its founder and chief executive officer M.J. and its chief operating officer M.A. Citrus has a housing division that works with the Miami-Dade County Homeless Trust ("Homeless Trust") to find and pay for housing and other services for the County's homeless population. The Homeless Trust refers clients to Citrus who are then assessed by social workers who try to help them find housing from private landlords. Once a suitable dwelling is located, Citrus guarantees the lease and pays the rent on behalf of the client. Once Citrus has paid the rent, it applies for reimbursement from the Homeless Trust. As part of this housing program, Citrus sometimes purchases furniture on behalf of the clients. Similarly, Once Citrus purchases the furniture, it can apply for reimbursement from the Homeless Trust.

<u>FACTS UNCOVERED DURING THIS INVESTIGATION</u>

In or around November of 2025, employees in the Citrus housing program began complaining to M.A., the COO of Citrus, that **JARDON** was derelict in his duties and not responding to their emails. At roughly the same time, a senior accountant received an alert from the Accounts Payable department that there was a large purchase, in excess of $30,000.00, of Apple products using Citrus' Amazon account and the expenses were allocated to a program that was no longer operational. In addition to the fact that the expenses were allocated to a non-existent program, further investigation revealed that these technology purchases violated company policy because they were not approved by R.L., Citrus Health's Chief Information Officer. On December 3, 2025, R.L. contacted **JARDON** and asked him to provide R.L. with all of the Apple products **JARDON** had purchased on the Citrus Amazon account. Executives at Citrus decided to terminate **JARDON** and informed him of their decision at a meeting on December 5, 2025. During the meeting, **JARDON** **JARDON**
stated

On December 8, 2025, **JARDON** filed an appeal of his termination. On

December 11, 2025, the board of directors considered and denied **JARDON's** appeal. **JARDON** was told to turn in his keys and other items that belonged to the company.

As a result of these discrepancies, Citrus began an audit of the Housing program under **JARDON.** Citrus discovered a number of problems and notified the OIG. An extensive investigation by the OIG and MDSO has revealed that **JARDON** executed a scheme to steal money from Citrus by setting up several companies that purportedly provided goods or services to Citrus but did not, in fact, provide those goods or services. Your Affiants have uncovered at least two (2) methods used by **JARDON** to execute this scheme to defraud Citrus and the Homeless Trust.

The first method described in more detail below, is referred to as the "fraudulent activities involving hijacked properties." **JARDON,** using his expertise and knowledge of the housing programs operated by Citrus that are reimbursed by the Homeless Trust, identified multi-unit apartment buildings and single-family homes that were typical of the properties that Citrus rented on behalf of its homeless clients. **JARDON** set up companies that purportedly owned or managed these targeted properties, even though his companies did not own or have legal permission from the real owners to manage them. **JARDON** signed and approved fake leases between Citrus and the companies he secretly controlled, portraying to both Citrus and the Homeless Trust that these companies were providing housing for homeless Citrus clients, when, in fact, these companies were not providing housing for those clients. In furtherance of this method of the scheme, **JARDON,** as the Director of Housing for Citrus, approved the invoices and check requests that were submitted for Citrus to pay these companies he secretly controlled. **JARDON** further caused Citrus to seek reimbursement from the Homeless Trust for these false and fraudulent payments.

The second method used by **JARDON**, described in more detail below, is referred to as the "Fraudulent Activities Involving Express Furniture." **JARDON** created a company called Express Furniture Solutions, LLC, based in Sarasota, Florida, that purportedly sold and delivered furniture. **JARDON** created false and fraudulent invoices that were submitted to Citrus for furniture that was purportedly being delivered to Citrus clients, but which was never actually provided to those clients. In furtherance of this method of the scheme, **JARDON,** as the Director of Housing for Citrus, approved the invoices and check requests for Citrus to send payments to a bank account he secretly controlled. **JARDON** further caused Citrus to seek reimbursement from the Homeless Trust for these false and fraudulent furniture payments.

As discussed in more detail below, **JARDON** committed these crimes through the use of several corporate entities including, Citrus, Buendia LLC ("Buendia"), Express Furniture Solutions LLC ("Express'), Coral Key Partners LLC ("Coral Key") Tito Management LLC ("Tito Management") and Bimini Properties LLC and Bimini Property Management LLC. These entities collectively are the Racketeering Enterprise through which **JARDON** committed the pattern of racketeering activity discussed in more detail below.

FRAUDULENT ACTIVITIES INVOLVING HIJACKED PROPERTY

Through the issuance of subpoenas, the analysis of bank records, review of documents provided by Citrus, and the interview of witnesses, Your Affiants have found numerous instances in which **JARDON** used the companies that make up "The Enterprise" to commit fraud by hijacking the companies discussed in more detail below.

Coral Key Partners LLC

Coral Key was a corporation organized under the laws of the State of Florida and its listed address was 7901 4th Street N., Ste. 300, St. Petersburg, FL 33702. Its managing member was listed as Buendia LLC, and its registered agent was listed as Northwest Registered Agent with the same address, and the registered agent signature was listed as T.N. Despite the fact that **JARDON'S** name is not on the corporate paperwork, Your Affiants believe that he controlled this company for several reasons. Your Affiants participated in the execution of a search warrant on a computer that was used by **JARDON** in or around the time that Citrus discovered the discrepancies in the Housing Program. This computer contained a spreadsheet file with various tabs for different companies including Buendia and Tito Management. Another tab was labeled "CKP." Your Affiants opened the "CKP" tab and it displayed a spreadsheet that said Coral Key Partners LLC and listed the property address of Hialeah, FL 33012. It also contained a series of payments projected over several months. The first payment was in the amount of $75,200.00. Based on Your Affiants' training and experience the spreadsheet appeared to be tracking payments for the premises located at Hialeah, FL 33012. Your Affiants believe this company was actually controlled by **JARDON**. Your Affiants have reviewed Coral Key bank records and in the Know Your Customer (KYC) documents "Thomas Jardon" is listed as the point of contact with the phone number (305) 281-8064, a number known to Your Affiants as belonging to **JARDON**. The KYC documents contain a photograph of **JARDON'S** driver's license and a photograph commonly known as a "selfie" verifying that he was the person who provided his driver's license.

Through public property records and other sources, Your Affiants have learned that FL 33012, is owned by Plaza Gardenia LLC. The company's managing member is D.G. On April 27, 2026, Your Co-Affiant interviewed D.G., and he stated that he was the owner and manager of the Plaza Gardenia apartment complex and that he had never done any business with Citrus or Coral Key. D.G. stated that his company continuously owned the property between July 2025 and November 2025 – which were the months that Jardon submitted bogus leases and check requests to Citrus that resulted in payments to Coral Key. D.G. provided OIG with Plaza Gardenia leases to prove that the units that Coral Key claimed to be using for homeless Citrus clients were actually rented to and occupied by different paying tenants. Between July 2025 and November 2025, Citrus made the following payments to Coral Key and Citrus submitted requests for reimbursements to the Homeless Trust in the amounts and on the dates indicated below:

Date of Payment by Citrus	Amount of Payment by Citrus	Date Citrus Payment Request Submitted to Homeless Trust
8/1/2025	**$75,200.00**	**10/15/2025**
8/12/2025	**$18,800.00**	**9/4/2025**

9/3/2025	**$22,560.00**	**9/8/2025**
10/2/2025	**$22,560.00**	**10/2/2025**
11/4/2025	**$22,560.00**	**11/4/2025**

In total, Jardon stole $176,720.00 from Citrus, using the Plaza Gardenia property at FL 33012.

BUENDIA LLC

Buendia was a corporation organized under the laws of the State of Delaware. Its mailing address was 7901 4th Street N., Ste 300, St. Petersburg, FL 33702, the same address as Coral Key. Once again, while **JARDON'S** name did not appear on the corporate paperwork, Your Affiants believe that he controlled the company and was its true owner for several reasons. As mentioned previously, through the execution of a search warrant on a computer used by **JARDON**, Your Affiants have seen a spreadsheet that listed several properties and income projections for those properties. This spreadsheet contained a tab for Buendia. Through the issuance of subpoenas, Your Affiants have obtained records of a Buendia account at Bank of America in which **JARDON** was the sole signatory and seen emails from his computer reflecting payment to the company that helped him create the limited liability company in Delaware.

Documents provided by Citrus revealed that Citrus paid Buendia for several clients who purportedly resided in apartments at Miami, FL 33130, between September and December 2025. According to the records submitted to Citrus, F.V. was listed as the signor for Buendia. In fact, this apartment building was not owned or managed by Buendia. Its actual owner was Banyan Florida Investments LLC ("Banyan"). On May 28, 2026, Your Affiants interviewed R.H., the owner of Banyan, who stated that he was in charge of leasing his property and that he never did any business with Citrus, Miami-Dade County or the Homeless Trust. R.H. was shown all the leases and property management agreements that were purportedly signed for the premises located at Miami, FL 33130. R. H. produced leases and payment records to reflect the actual paying tenants who were living in the Banyan units between September and December 2025, and they did not match the names of the purported Citrus tenant-clients submitted by Buendia for payment. R.H. stated that the Citrus leases with Buendia clients were fake and that his signature on a property management agreement dated December 14, 2022, purportedly giving Buendia control of the property, was a forgery. Thus, Your Affiants believe that **JARDON** used the identity of R.H. in furtherance of this fraud scheme.

Your Affiants reviewed the names listed on the Buendia leases at the Banyan building and further investigation revealed that several of the listed tenants were former Citrus clients who died before they signed the leases at Miami, FL 33130. For example, I.F. was listed as one of the tenants at the Banyan building and he purportedly signed a lease on August 27, 2025, even though he died on April 11, 2025. Similarly, O.C. was another tenant of the same building who purportedly signed a lease on August 27, 2025, even though he died on May 11, 2025.

As Director of Housing, **JARDON** approved these Citrus leases that resulted in the payments to Buendia for the Banyan building. Between September 3, 2025, through December 2, 2025, Citrus made the following payments to Buendia and Citrus submitted requests for re-imbursements to the Homeless Trust in the amounts and on the dates indicated below:

Date of Payment by Citrus	Amount of Payment by Citrus	Date Citrus Payment Request Submitted to Homeless Trust
9/3/2025	$39,795.00	9/4/2025
11/4/2025	$9,475.00	11/5/2025
12/2/2025	$9,475.00	12/10/2025

In total, **JARDON** stole $58,745.00 from Citrus, using the Banyan property at Miami, FL 33130.

JARDON also "hijacked" and entered into a fake Buendia lease on Citrus' behalf for a single-family home at Florida City, FL 33034. F.V. was listed as the signor for Buendia. On July 2, 2026, Your Co-Affiant interviewed A.L., who confirmed that she and her husband, G.S., were the actual owners of the premises located at Florida City, FL 33034. A.L. stated that she and her husband have continuously resided at that address since it was developed, claimed a Homestead exemption on the property, never rented it to anyone, and had never done business with Citrus or the Homeless Trust. On July 19, 2026, Your Co-Affiant interviewed G.S. who also stated that he and his wife never rented the premises at Florida City, FL 33034. G.S. was shown a property management agreement dated December 1, 2024, purportedly giving Buendia control of the home owned by the couple. G.S. stated that he had never seen the contract and that his signature on it was a forgery. Thus, Your Affiants believe that **JARDON** used the identity of G.S. in furtherance of this fraud scheme.

The payments made by Citrus to Buendia for the premises at , Florida City, FL 33034, were also deposited into a bank account controlled by **JARDON**. In several instances, shortly after these payments were credited to the account, **JARDON** sent the funds to himself using Zelle or transferred them to other bank accounts he controlled. In total, **JARDON** stole $42,900.00 from Citrus in connection with the premises located at , Florida City, FL 33034. He did so knowing that per the company's usual policy, Citrus would seek reimbursements from the Homeless Trust.

Between March 3, 2025, and August 1, 2025, Citrus made the following payments to Buendia and Citrus submitted requests for reimbursements to the Homeless Trust in the amounts and on the dates indicated below:

Date of Payment by Citrus	Amount of Payment by Citrus	Date Citrus Payment Request Submitted to Homeless Trust
3/3/2025	$23,400.00	3/4/2025

4/1/2025	**$3,900.00**	**4/1/2025**
8/1/2025	**$11,700.00**	**9/4/2025**

In total, **JARDON** stole $42,900.00 from Citrus, using the A.L and G.S. property at Florida City, FL 33034.

<u>Tito Management LLC</u>

Tito Management was a corporation organized under the laws of the State of Delaware. The Registered Agent was listed as Northwest Registered Agent Service Inc., and an online check of the company's records did not reveal any connection to **JARDON.** Despite his name not being on the corporate documents, Your Affiants believe that **JARDON** is the actual owner of Tito Management for several reasons. First, on the previously mentioned spreadsheet found during the execution of a search warrant on a computer used by **JARDON**, the owner of Tito Management is listed as "TFJ." Second, Your Affiants have obtained the bank accounts for Tito Management and a review of the KYC documents revealed that the "contact" was listed as **JARDON** with a telephone number of (305) 281-8064, a number Your Affiants have seen **JARDON** used on numerous documents, and the email address was **<u>Tommyjardon@me.com</u>**. Third, the KYC documents contain a photograph of **JARDON'S** driver's license, and a picture commonly referred to as a "selfie" verifying that he was the person who uploaded his driver's license.

On June 1, 2025, several Citrus clients purportedly entered into lease agreements with Tito Management for the premises located at Miami, FL 33147. O.C was listed as the signor for Tito Management. In fact, this apartment building was owned by 345 Investments LLC whose principals, according to Sunbiz.org, were R.J. and A.G. On May 29, 2026, Your Affiants interviewed A.G. who stated that he owned the property in question and managed it with R.J. A.G. specifically confirmed that the building was totally leased and occupied from June 2025 to November 2025 – the period of time when Tito Management was purportedly leasing the premises to Citrus clients. Again, none of the tenants who were actually paying rent to 345 Investments LLC at the time matched the names that Tito Management was submitting to Citrus.

A.G. was shown a property management agreement dated May 1, 2025, purportedly giving Tito Management control of the apartment building owned by 345 Investments LLC. A.G. stated that he had never seen the contract before and that his signature on it was a forgery. Thus, Your Affiants believe that **JARDON** used the identity of A.G. in furtherance of this fraud scheme.

Between July 2, 2025, and November 4, 2025, Citrus made the following payments to Tito Management and Citrus submitted requests for reimbursements to the Homeless Trust in the amounts and on the dates indicated below:

Date of Payment by Citrus	Amount of Payment by Citrus	Date Citrus Payment Request Submitted to Homeless Trust
7/2/2025	$60,040.00	10/15/2025
7/15/2025	$15,160.00	10/15/2025
8/1/2025	$15,160.00	8/6/2025
9/3/2025	$15,160.00	9/8/2025
10/2/2025	$15,160.00	10/2/2025
11/4/2025	$15,160.00	11/4/2025

Citrus paid Tito Management a total of $136,440.00 in rental payments even though no homeless Citrus clients actually resided in the premises located at Miami, FL 33147. All these funds were deposited into a Tito Management bank account controlled by **JARDON**. Shortly after the Citrus funds were deposited, **JARDON** quickly transferred the money to himself. For example, on July 2, 2025, Citrus paid Tito Management $60,040.00 and the same day he transferred $60,000.00 in criminally derived proceeds to himself and described it as "distribution to owner." Once again, **JARDON** took these actions knowing that per company policy Citrus would be seeking re-imbursement from the Homeless Trust.

FRAUDULENT ACTIVITIES INVOLVING EXPRESS FURNITURE SOLUTIONS

Express Furniture Solutions ("Express") was a corporation organized under the laws of the State of Florida that listed its principal place of business as 8501 N. Tamiami Trail, Ste E6 Sarasota, FL 34243. Express was incorporated on July 28, 2022. According to Sunbiz.org, the "Authorized Person" for Express was Samid LLC, a corporation located in the State of Wyoming. Even though **JARDON'S** name does not appear on the corporate paperwork, Your Affiants believe that **JARDON** was the true owner of Express for several reasons. First, through the issuance of subpoenas, Your Affiants have obtained bank records for Express and **JARDON** was the signatory on those accounts. Second, Your Affiants have reviewed bank records of Express, and this analysis revealed that when funds were deposited into the account, they were often transferred into other accounts controlled by **JARDON**. Third, Your Affiants have participated in the execution of a search warrant on a computer that was used by **JARDON**, which revealed emails and receipts confirming that **JARDON** paid a company to create and renew the corporate certifications for Samid LLC. Fourth, Your Affiants also believe **JARDON** created the email account that was listed as the point of contact for Express. An examination of internal Citrus emails by your Co-Affiant discovered an exchange dated November 3, 2022, in which a Citrus employee was requesting furniture on behalf of a client. When the employee asked for the name of the contact at the furniture company, **JARDON** replied "his name is Samid, **expressfurnituresolutions@gmail.com**. Copy me on whatever you send just to be safe." Your Affiants obtained a search warrant for the email address **expressfurnituresolutions@gmail.com** and billing information associated with this account listed **JARDON** as the account holder.

Your Affiants have interviewed Citrus employees about housing department procurement processes for purchasing furniture on behalf of clients. When a case worker wanted to purchase furniture, they were supposed to complete a written request and place it in the electronic AVATAR system. This request was supposed to be approved by both the employee's immediate supervisor and then **JARDON**. To get the furniture invoice paid, a **JARDON** subordinate would fill out a form titled "Citrus Health Network Inc. Check Request for Client-related expenses." This form ultimately had to be approved by **JARDON** before the invoice was paid. Once the vendor was paid, per company policy, Citrus grant specialists in the finance department prepared requests for reimbursement that were submitted to the Homeless Trust.

Your Affiants have reviewed numerous Citrus transactions with Express and found several instances in which Your Affiants believe that the transactions were fraudulent and Express did not actually provide furniture to homeless clients. Citrus conducted an audit and reviewed the client files of thirty-five (35) separate furniture transactions and found only four (4) of the thirty-five (35) files contained actual written requests for furniture. Between September 2022 and November 2025, Jardon caused Citrus to cumulatively pay $559,400.00 for purported furniture deliveries, the bulk of which Citrus would subsequently submit to the Homeless Trust for reimbursement.

Your Affiants have found instances in which Express submitted bills to Citrus for the purported delivery of furniture to some of the "hijacked" properties mentioned above. For example, on or about December 30, 2024, Express submitted a request for payment after purportedly delivering furniture to a "Citrus Youth Home'' at Florida City, FL 33034, one of the hijacked Buendia properties. This invoice was approved by **JARDON** and Citrus issued a check made payable to Express in the amount of $5,300.00. On February 7, 2025, Citrus submitted a reimbursement request to the Homeless Trust for this transaction. On or about May 12, 2025, Express submitted a request for payment to Citrus for purportedly providing furniture to Citrus client R.T. at the same address: Florida City, FL 33034. On May 12, 2025, **JARDON** approved this request and Citrus issued a check made payable to Express in the amount of $3,450.00. On August 6, 2025, Citrus submitted a reimbursement request to the Homeless Trust for this transaction. The actual owners of the property, A.L. and G.S., said they never rented the premises to anyone and they never accepted delivery of any furniture from Express on or about December 2024 or May 2025.

Your Affiants have also found one instance in which Express submitted bills for the purported delivery of furniture to another single-family home on the same street that **JARDON** unsuccessfully tried to hijack in 2025. On January 13, 2025, Express submitted an identical invoice for the delivery of furniture to another "Citrus Youth Home'' located at Florida City, FL 33034. This invoice was approved by **JARDON** and Citrus issued a check made payable to Express in the amount of $5,300.00. On February 7, 2025, Citrus submitted a reimbursement request to the Homeless Trust for this transaction. Your Affiants learned that the actual owner of the premises was O.B. On July 9, 2025, Your Co-Affiant interviewed O.B., who stated that he was the owner of the single-family home located at Florida City, FL 33034 in January 2025. O.B. was shown a document that purportedly bore his signature, and he stated that it was a forgery. O.B. stated that he lived at the Florida City address with his parents and his girlfriend from June 2024 through April of 2026, and that he had never done any business with Citrus or the Homeless Trust. O.B. further stated that he never rented the premises for a youth home, that he furnished the home himself, and that he never accepted delivery for any furniture from Express.

Your Affiants have interviewed Citrus clients whose names appeared on Express invoices who never received the items that were purchased by Citrus and ultimately reimbursed by the Homeless Trust.

On September 18, 2023, Express invoiced Citrus in the amount of $1,850.00 for a furniture delivery to Citrus client J.P. at Miami, FL 33147. On September 8, 2025, Express submitted another invoice in the amount of $3,450.00 for another furniture delivery to J.P. at the same address. Miami FL 33147. On October 13, 2025, Citrus submitted a reimbursement request to the Homeless Trust for the second J.P transaction.

On August 27, 2025, Your Co-Affiant interviewed J.P. at her current residence. She was shown both Express invoices and she stated that both were "fraudulent." She said Citrus never provided her with any furniture. When shown the 2023 invoice, J.P. stated: "…that never happened. I wish. I needed furniture. Around that time, we were sleeping on the floor. I had to beg my foster parents for their old furniture." When shown the 2025 invoice, J.P. stated that she no longer lived at Miami, FL 33147 at that time, and that the 2025 invoice was "fraudulent."

On July 31, 2025, Express invoiced Citrus in the amount of $1,950.00 for a furniture delivery to Citrus client D.W. at North Miami, FL 33161. Citrus paid this Express bill and on September 11, 2025, Citrus submitted a reimbursement request to the Homeless Trust for this transaction. On September 1, 2026, Your Affiant interviewed D.W. at her current residence. She stated that the July 2025 invoice indicating the delivery of a full-sized bed and mattress, a nightstand, a chest of drawers, a love seat, a dinette set and an entertainment center "is not true.'' She said her furniture was provided to her by another non-profit, Lotus House in 2020 or 2021 and she has never received any furniture since then.

Your Affiants have reviewed several bank and credit card accounts controlled by **JARDON** during the period when he engaged in the scheme to defraud mentioned above. This analysis has revealed that **JARDON** made purchases of several luxury items during this period of time. On August 5, 2025, **JARDON** purchased two (2) $19,000.00 Rolex watches from a retailer in Miami's Design District. On October 4, 2025, **JARDON** spent $4,801.50 for the purchase of items described as an "Estate 18K two-tone gold Cuban chain" from an antique, vintage and estate jewelry retailer in San Francisco. Between June 7, 2025, and September 8, 2025, **JARDON** spent $3,852.00 at Louis Vuitton. On October 4, 2025, **JARDON** purchased a set of twelve (12) lithographs produced by Cuban artist Wifredo Lam from an online auction house in Switzerland for €4,254 (USD $5,196.84).

In addition to purchasing these items, an analysis of multiple bank and credit card accounts revealed that **JARDON** spent thousands of dollars on plane tickets, hotels and Airbnb rentals during the duration of this fraud scheme. Specifically, **JARDON** spent at least $21,137.56 on hotels, Airbnb rentals and airfare. The analysis also revealed that **JARDON** made cash withdrawals of at least $51,410.00 during this period.

Finally, this investigation has revealed that in August and September of 2025, **JARDON** purchased four (4) motor vehicles using some of the proceeds of this scheme. On or about August 4, 2025, **JARDON** purchased a 2024 Jeep Wrangler for $34,642.82. On August 20, 2025, **JARDON** purchased a 2024 Chevy Silverado for a total price of $70,739.58 (as part of this transaction, **JARDON** traded-in a vehicle valued at $31,924.00 and made a downpayment of

$5,000.00). On September 3, 2025, **JARDON** purchased a 2024 BMW 340 for a total price of $60,044.70 (as part of this transaction, **JARDON** traded-in a vehicle valued at $10,900.00 and made a downpayment of $15,000.00) On September 19, 2025, **JARDON** purchased a second 2024 Chevy Silverado for $72,189.09 (as part of this transaction, **JARDON** made a downpayment of $25,000.00).

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Based upon the foregoing Your Affiants believes that they have Probable Cause to believe that **JARDON** committed the offenses listed in the chart below:

Statute	Type & Degree	Counts	Charge
895.03	Felony 1st Degree	1	Racketeering
817.034	Felony 1st Degree	1	Organized Scheme to Defraud, More Than $50,000
812.014	Felony 2nd Degree	16	Grand Theft, More Than $20,000
812.014	Felony 3rd Degree	36	Grand Theft, More than $750
817.568	Felony 1st degree	2	Criminal Use of Personal Identification Information
817.568	Felony 2nd Degree	1	Criminal Use of Personal Identification Information

Further Affiants Sayeth Not

AFFIANT
Kaitlyn Grijalva, Detective
Miami-Dade Sheriff's Office

CO-AFFIANT
Lawrence Lebowitz, Special Agent
Miami-Dade County Office of the Inspector General

Sworn and subscribed before me on the 22nd day of September 2026

JUDGE OF THE CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT OF FLORIDA
Andrea R. Wolfe