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STEVEN M. LARIMORE
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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
08-20916-CR-GRAHAM/TORRES
CASE NO. _____

18 U.S.C. § 371
26 U.S.C. § 7201
18 U.S.C. § 2

UNITED STATES OF AMERICA

vs.

HELIO CASTRONEVES,
a/k/a "Helio Castro-Neves,"
a/k/a "Helio Alves de Castro Neves,"
KATIUCIA CASTRONEVES,
a/k/a "Katiucia Castro-Neves,"
a/k/a "Katiucia Alves de Castro Neves," and
ALAN R. MILLER,

Defendants.

INDICTMENT

The Grand Jury charges that:

GENERAL ALLEGATIONS

At all times relevant to this Indictment, unless otherwise indicated:

1. The Internal Revenue Service ("IRS") was an agency of the United States Department of Treasury responsible for administering and enforcing the tax laws of the United States and collecting the taxes owed to the Treasury of the United States under the Internal Revenue Code.
2. Under the Internal Revenue Code and related regulations, a resident individual must generally report all worldwide income from whatever source received, including, but not limited to, income received from any foreign controlled corporations or off-shore nominee entities.

The Defendants

3. Defendant **HELIO CASTRONEVES** was a Brazilian national, and has been a United States resident since at least 1997. From at least 1997 through at least 2005, defendant **HELIO CASTRONEVES** resided in Miami, Florida. **HELIO CASTRONEVES** was a professional race car driver.

4. Defendant **KATIUCIA CASTRONEVES** was a Brazilian national, and has been a United States resident since at least 1999. From at least 1999 through at least 2005, **KATIUCIA CASTRONEVES** resided in Miami, Florida. **KATIUCIA CASTRONEVES** was the sister of **HELIO CASTRONEVES**. From at least 1999 through at least 2005, **KATIUCIA CASTRONEVES** was **HELIO CASTRONEVES**'s business manager.

5. Defendant **ALAN R. MILLER** was an attorney, admitted to practice in Wisconsin and Michigan. Since at least November 1999 and continuing through at least 2005, **ALAN R. MILLER** was **HELIO CASTRONEVES**'s attorney, de facto agent, and occasional business and tax advisor.

The Castroneves Entities

6. Castroneves Racing, Inc. ("CNR") was a Delaware corporation, incorporated by **ALAN R. MILLER** on or about November 4, 1999. **HELIO CASTRONEVES** was the president of CNR, **ALAN R. MILLER** was the secretary of CNR, and **KATIUCIA CASTRONEVES** was the treasurer of CNR. CNR was in the business of managing the day-to-day operations of **HELIO CASTRONEVES**'s racing career, including making travel arrangements, organizing **HELIO CASTRONEVES**'s daily schedule, and otherwise performing the necessary accounting and financial duties. On a day-to-day basis, **KATIUCIA CASTRONEVES** managed CNR.

7. On or about March 21, 2002, CNR was converted to a Delaware limited liability corporation and began operating as Castroneves Racing, LLC (“CNR, LLC”). **HELIO CASTRONEVES** had a ninety percent ownership interest in CNR, LLC. **KATIUCIA CASTRONEVES** had a ten percent ownership interest in CNR, LLC. CNR, LLC had the same business purpose as CNR and continued to perform the same functions. On a day-to-day basis, **KATIUCIA CASTRONEVES** managed CNR, LLC. CNR, LLC elected to be treated as a partnership for tax purposes. In general, a LLC reporting as a partnership does not pay any income tax. Instead, the LLC’s income or losses are divided among, and passed through to, its members or owners. The members or owners must then report the income or loss on their own individual income tax returns.

8. Seven Promotions Corporation (“Seven Promotions”) was a nominee entity and shell corporation that was incorporated in Panama City, Panama on or about March 2, 1999 for the benefit of **HELIO CASTRONEVES**. **HELIO CASTRONEVES** owned, either legally or beneficially, all of the share capital of Seven Promotions. **HELIO CASTRONEVES**, **KATIUCIA CASTRONEVES**, and another close member of their family directed and otherwise controlled Seven Promotions, all for the benefit of **HELIO CASTRONEVES**.

Other Relevant Entities

9. Coimex Internacional SA (“Coimex”) was a Brazilian import and export company. Beginning in or about 2001, Coimex began doing business under the name CISA Trading, S.A.

10. Penske Racing, Inc. (“Penske”) was a United States corporation with its headquarters in Reading, Pennsylvania. Penske was in the business of sponsoring and managing motorsports teams.

Helio Castroneves's Agreements With Coimex

11. On or about March 15, 1999, **HELIO CASTRONEVES** entered into a one-year sponsorship contract (the "1999 Coimex deal") with Coimex. The written contract for the 1999 Coimex deal stated that Coimex would pay **HELIO CASTRONEVES** a total of \$2,000,000 for his services.

12. On or about April 28, 2000, **HELIO CASTRONEVES** entered into a one-year sponsorship contract (the "2000 Coimex deal") with Coimex. The written contract for the 2000 Coimex deal stated that Coimex would pay **HELIO CASTRONEVES** a total of \$2,000,000 for his services.

13. On or about April 4, 2001, **HELIO CASTRONEVES** entered into a one-year sponsorship contract (the "2001 Coimex deal") with Coimex. The written contract for the 2001 Coimex deal stated that Coimex would pay **HELIO CASTRONEVES** a total of \$2,000,000 for his services.

Helio Castroneves's Agreements With Penske

14. On or about November 5, 1999, **HELIO CASTRONEVES** agreed to join Penske as a race car driver.

15. **ALAN R. MILLER** negotiated the deal with Penske on **HELIO CASTRONEVES's** behalf. **ALAN R. MILLER** drafted the contracts that memorialized the deal. Under the contracts, **HELIO CASTRONEVES's** compensation from Penske was divided between a "Driver Agreement" and a "Licensing Agreement."

16. The Driver Agreement was between CNR and Penske. Pursuant to the Driver Agreement, CNR was to receive compensation of \$1,000,000 for the combined years 2000, 2001,

and 2002. That sum was payable in thirty-six (36) monthly installments of \$27,777.78. On or about November 5, 1999, Penske and CNR executed the Driver Agreement. **HELIO CASTRONEVES** signed the Driver Agreement on behalf of CNR.

17. The Licensing Agreement was between Seven Promotions and Penske. Pursuant to the Licensing Agreement, Seven Promotions was to receive compensation of \$5,000,000 for the combined years 2000, 2001, and 2002. That sum was payable in thirty-six (36) monthly installments of \$138,888.89. On or about November 5, 1999, Penske and Seven Promotions executed the Licensing Agreement. **HELIO CASTRONEVES** signed the Licensing Agreement on behalf of Seven Promotions.

COUNT ONE
Conspiracy to Defraud the United States
(18 U.S.C. § 371)

1. Paragraphs 1 through 17 of the General Allegations section of this Indictment are realleged and incorporated by reference herein.

2. From on or about March 2, 1999, and continuing through at least on or about February 6, 2004, in Miami-Dade County, in the Southern District of Florida, and elsewhere, the defendants,

HELIO CASTRONEVES,
a/k/a “Helio Castro-Neves,”
a/k/a “Helio Alves de Castro Neves,”
KATIUCIA CASTRONEVES,
a/k/a “Katiucia Castro-Neves,”
a/k/a “Katiucia Alves de Castro Neves,” and
ALAN R. MILLER,

did unlawfully, willfully, and knowingly combine, conspire, confederate and agree with each other and with others, known and unknown to the Grand Jury, to defraud the United States for the purpose of impeding, impairing, obstructing, and defeating the lawful governmental functions of the Internal

Revenue Service of the United States Department of Treasury in the ascertainment, computation, assessment, and collection of United States income taxes.

PURPOSE OF THE CONSPIRACY

3. It was a purpose of the conspiracy that **HELIO CASTRONEVES, KATIUCIA CASTRONEVES, and ALAN R. MILLER** used an offshore Panamanian shell corporation, Seven Promotions, to conceal and disguise the true and correct amount of **HELIO CASTRONEVES's** income from the Internal Revenue Service.

MANNER AND MEANS OF THE CONSPIRACY

The manner and means by which **HELIO CASTRONEVES, KATIUCIA CASTRONEVES, ALAN R. MILLER,** and their co-conspirators sought to accomplish the object and purpose of the conspiracy included, among others, the following:

4. To conceal and disguise the true and correct amount of **HELIO CASTRONEVES's** income, **HELIO CASTRONEVES, KATIUCIA CASTRONEVES,** and another close member of their family created and caused the creation of the Panamanian nominee corporation, Seven Promotions, in March of 1999.

5. Seven Promotions was a nominee entity, used and controlled by **HELIO CASTRONEVES, KATIUCIA CASTRONEVES,** and another close member of their family for **HELIO CASTRONEVES's** personal benefit. Although Seven Promotions had third-party officers and directors, Seven Promotions was, in fact, under the dominion and control of **HELIO CASTRONEVES, KATIUCIA CASTRONEVES,** and another close member of their family at all times. **HELIO CASTRONEVES, KATIUCIA CASTRONEVES,** and the other close member of their family maintained full control of the Seven Promotions bank account, other related nominee

bank accounts, and all money received by Seven Promotions.

6. **HELIO CASTRONEVES, KATIUCIA CASTRONEVES, and ALAN R. MILLER** used and maintained the Seven Promotions bank account and related nominee bank accounts to conceal and disguise the true and correct amount of income received by **HELIO CASTRONEVES**.

7. Although the written contracts for the 1999, 2000, and 2001 Coimex deals each stated that Coimex would purportedly pay \$2,000,000 to **HELIO CASTRONEVES** for his services, the parties' actual arrangement called for **HELIO CASTRONEVES** to funnel \$1,800,000 of the \$2,000,000 per year back to individual Coimex executives, thereby leaving **HELIO CASTRONEVES** with \$200,000 in yearly income from each deal. In each of the years 1999, 2000, and 2001, in accordance with this arrangement, **HELIO CASTRONEVES** and **KATIUCIA CASTRONEVES** used the Seven Promotions bank account to transfer \$1,800,000 that **HELIO CASTRONEVES** had received from Coimex to a bank account controlled by Coimex executives.

8. **KATIUCIA CASTRONEVES** used the Seven Promotions bank account to transfer at least \$463,000 in Coimex deal proceeds to a Swiss bank account held in the name of another nominee company owned and controlled by the Castroneves family (the "Castroneves Swiss bank account").

9. **HELIO CASTRONEVES, KATIUCIA CASTRONEVES, and ALAN R. MILLER** used the nominee Seven Promotions to conceal **HELIO CASTRONEVES's** anticipated receipt of income under the Licensing Agreement by making Seven Promotions the party entitled to receive the payments from Penske under that agreement.

10. **HELIO CASTRONEVES, KATIUCIA CASTRONEVES, and ALAN R.**

MILLER conveyed to Seven Promotions the licensing rights to **HELIO CASTRONEVES**'s name, image, and likeness by means of a Promotional Representation Agreement. The Promotional Representation Agreement was drafted by **ALAN R. MILLER** and was executed by **HELIO CASTRONEVES** on his own behalf and by **KATIUCIA CASTRONEVES** on behalf of Seven Promotions.

11. After **ALAN R. MILLER** learned that Penske would have to withhold a significant amount of taxes on any payments made to Seven Promotions because it was required to do so by the internal revenue laws and regulations that govern payments to a Panamanian corporation, he instructed Penske not to make any payments to Seven Promotions under the Licensing Agreement.

12. **HELIO CASTRONEVES, KATIUCIA CASTRONEVES, and ALAN R. MILLER** thereafter fraudulently engaged in a scheme to establish a purported deferred royalty plan. Pursuant to the purported deferred royalty plan, Seven Promotions would sell its rights under the Licensing Agreement to a Netherlands entity, Fintage Licensing B.V. ("Fintage"), and Penske would make the Licensing Agreement payments directly to Fintage. At the same time, **HELIO CASTRONEVES** would enter into a deferred royalty plan with Fintage.

13. After having been advised by outside tax counsel that **HELIO CASTRONEVES** would not qualify for the deferred royalty plan and would owe income tax on all payments then due under the Licensing Agreement if **HELIO CASTRONEVES** or any member of his family owned or controlled Seven Promotions, **ALAN R. MILLER** and **HELIO CASTRONEVES** falsely represented to tax counsel that neither **HELIO CASTRONEVES** nor anyone in his family had ever had any interest in, or control of, Seven Promotions. At the time this misrepresentation was made, both **HELIO CASTRONEVES** and **ALAN R. MILLER** knew that **HELIO CASTRONEVES**,

KATIUCIA CASTRONEVES, and a member of their family, did, in fact, own and control Seven Promotions.

14. **ALAN R. MILLER** and **HELIO CASTRONEVES** falsely represented to tax counsel that the reason why **ALAN R. MILLER** had instructed Penske not to make payments to Seven Promotions under the Licensing Agreement was because of a dispute between **HELIO CASTRONEVES** and Seven Promotions over the terms of a license. At the time this misrepresentation was made, both **HELIO CASTRONEVES** and **ALAN R. MILLER** knew that there had, in fact, been no dispute between **HELIO CASTRONEVES** and Seven Promotions over the terms of a license.

15. As a result of the false representations made by **HELIO CASTRONEVES** and **ALAN R. MILLER**, the purported deferred royalty plan was executed between Penske and Fintage, Penske paid to Fintage the \$5,000,000 originally due to Seven Promotions under the Licensing Agreement, and no income tax was paid on the \$5,000,000 in Licensing Agreement payments.

16. **HELIO CASTRONEVES**, **KATIUCIA CASTRONEVES**, and **ALAN R. MILLER** caused the filing of false and fraudulent federal income tax returns for **HELIO CASTRONEVES** that failed to report approximately \$5,550,000 in income received and constructively received by **HELIO CASTRONEVES** from Penske and Coimex in tax years 1999, 2000, 2001, and 2002.

17. In order to conceal the approximately \$5,550,000 in income received by **HELIO CASTRONEVES** from Coimex and Penske, among other things, **HELIO CASTRONEVES**, **KATIUCIA CASTRONEVES**, and **ALAN R. MILLER** testified falsely during a civil trial in February 2004 concerning matters related to Seven Promotions.

OVERT ACTS

In furtherance of the conspiracy and to achieve the object and purpose thereof, at least one of the co-conspirators committed at least one of the following overt acts, among others, in the Southern District of Florida and elsewhere:

1. On or about March 2, 1999, **HELIO CASTRONEVES** and **KATIUCIA CASTRONEVES** caused the formation of Seven Promotions in Panama City, Panama.

2. On or about March 2, 1999, **HELIO CASTRONEVES** and **KATIUCIA CASTRONEVES** caused the installation of nominee directors and officers of Seven Promotions.

3. On or about June 10, 1999, **HELIO CASTRONEVES** received \$2,000,000 from the 1999 Coimex deal wired into his personal bank account in Brazil.

4. On or about June 11, 1999, **KATIUCIA CASTRONEVES** caused the opening of a bank account held in the name of Seven Promotions for which **KATIUCIA CASTRONEVES** and another close member of their family were the only authorized signatories on the account and exercised dominion and control over that account for the benefit of **HELIO CASTRONEVES**.

5. On or about June 11, 1999, **HELIO CASTRONEVES** and another close member of his family transferred the \$2,000,000 from the 1999 Coimex deal from **HELIO CASTRONEVES's** personal bank account in Brazil to the Seven Promotions bank account established on or about that same day by **KATIUCIA CASTRONEVES**.

6. On or about November 5, 1999, **HELIO CASTRONEVES**, **KATIUCIA CASTRONEVES**, and **ALAN R. MILLER** conveyed to Seven Promotions the licensing rights to **HELIO CASTRONEVES's** name, image, and likeness by means of a Promotional Representation Agreement.

7. On or about November 5, 1999, **HELIO CASTRONEVES** signed the Promotional Representation Agreement on his own behalf.

8. On or about November 5, 1999, **KATIUCIA CASTRONEVES** signed the Promotional Representation Agreement on behalf of Seven Promotions.

9. On or about November 5, 1999, **HELIO CASTRONEVES, KATIUCIA CASTRONEVES,** and **ALAN R. MILLER** used Seven Promotions in the Licensing Agreement with Penske, wherein Penske agreed to pay Seven Promotions \$138,888.88 per month, for three years, for the worldwide use of **HELIO CASTRONEVES's** name, image, and likeness.

10. On or about November 5, 1999, **HELIO CASTRONEVES** signed the Licensing Agreement with Penske on behalf of Seven Promotions.

11. On or about December 15, 1999, **ALAN R. MILLER** directed Penske not to make any Licensing Agreement payments to Seven Promotions after learning that any such payments would be subject to a certain percentage of withholding tax under internal revenue laws and regulations governing payments of United States source income to a Panamanian corporation.

12. On or about June 19, 2000, **HELIO CASTRONEVES** received \$2,000,000 from the 2000 Coimex deal wired into his personal bank account in Brazil.

13. On or about June 19, 2000, **HELIO CASTRONEVES** and another close member of his family transferred the \$2,000,000 from the 2000 Coimex deal from **HELIO CASTRONEVES's** personal bank account in Brazil to the Seven Promotions bank account previously established by **KATIUCIA CASTRONEVES.**

14. On or about October 20, 2000, **HELIO CASTRONEVES** and **KATIUCIA CASTRONEVES** caused the preparation of a false and fraudulent Form 1040 personal income tax

return for **HELIO CASTRONEVES** for the 1999 tax year that failed to report approximately \$150,000 in additional income that **HELIO CASTRONEVES** had received from the 1999 Coimex deal.

15. On or about October 20, 2000, **HELIO CASTRONEVES** signed and filed, and caused to be filed, a false and fraudulent Form 1040 personal income tax return with the Internal Revenue Service for the 1999 tax year that failed to report approximately \$150,000 in additional income that he had received from the 1999 Coimex deal.

16. On or about April 15, 2001, **HELIO CASTRONEVES, KATIUCIA CASTRONEVES,** and **ALAN R. MILLER** caused the preparation of a false and fraudulent Form 1040 personal income tax return for **HELIO CASTRONEVES** for the 2000 tax year that failed to report the approximately \$200,000 in income that **HELIO CASTRONEVES** had received from the 2000 Coimex deal and the approximately \$1,666,667 in income that Seven Promotions had constructively received under the Licensing Agreement with Penske.

17. On or about April 15, 2001, **HELIO CASTRONEVES** signed and filed, and caused to be filed, a false and fraudulent Form 1040 personal income tax return with the Internal Revenue Service for the 2000 tax year that failed to report the approximately \$200,000 in income that he had received from the 2000 Coimex deal and the approximately \$1,666,667 in income that Seven Promotions had constructively received under the Licensing Agreement with Penske.

18. On or about July 17, 2001, **HELIO CASTRONEVES** received \$2,000,000 from the 2001 Coimex deal wired into his personal bank account in Brazil.

19. On or about July 17, 2001, **HELIO CASTRONEVES** and another close member of his family transferred the \$2,000,000 from the 2001 Coimex deal from **HELIO CASTRONEVES's**

personal bank account in Brazil to the Seven Promotions bank account previously established by **KATIUCIA CASTRONEVES**.

20. On or about April 26, 2001, **KATIUCIA CASTRONEVES** directed the transfer of approximately \$50,000 from the Seven Promotions bank account to the Castroneves Swiss bank account.

21. On or about August 20, 2001, **KATIUCIA CASTRONEVES** directed the transfer of approximately \$50,000 from the Seven Promotions bank account to the Castroneves Swiss bank account.

22. On or about September 12, 2001, **KATIUCIA CASTRONEVES** directed the transfer of approximately \$50,000 from the Seven Promotions bank account to the Castroneves Swiss bank account.

23. On or about September 27, 2001, **KATIUCIA CASTRONEVES** directed the transfer of approximately \$50,000 from the Seven Promotions bank account to the Castroneves Swiss bank account.

24. On or about October 9, 2001, **KATIUCIA CASTRONEVES** directed the transfer of approximately \$45,000 from the Seven Promotions bank account to the Castroneves Swiss bank account.

25. On or about November 21, 2001, **KATIUCIA CASTRONEVES** directed the transfer of approximately \$70,000 from the Seven Promotions bank account to the Castroneves Swiss bank account.

26. On or about January 9, 2002, **KATIUCIA CASTRONEVES** directed the transfer of approximately \$148,033.37 from the Seven Promotions bank account to the Castroneves Swiss bank

account.

27. On or about April 15, 2002, **HELIO CASTRONEVES**, **KATIUCIA CASTRONEVES**, and **ALAN R. MILLER** caused the preparation of a false and fraudulent Form 1040 personal income tax return for **HELIO CASTRONEVES** for the 2001 tax year that failed to report the approximately \$200,000 in income that **HELIO CASTRONEVES** had received from the 2001 Coimex deal and the approximately \$1,666,667 in income that Seven Promotions had constructively received under the Licensing Agreement with Penske.

28. On or about April 15, 2002, **HELIO CASTRONEVES** signed and filed, and caused to be filed, a false and fraudulent Form 1040 personal income tax return with the Internal Revenue Service for the 2001 tax year that failed to report the approximately \$200,000 in income that he had received from the 2001 Coimex deal and the approximately \$1,666,667 in income that Seven Promotions had constructively received under the Licensing Agreement with Penske.

29. On or about May 10, 2002, **ALAN R. MILLER** falsely represented to a New York, New York law firm that **HELIO CASTRONEVES** had no ownership interest in Seven Promotions, when he knew that **HELIO CASTRONEVES** did, in fact, have an ownership interest in Seven Promotions.

30. On or about May 10, 2002, **ALAN R. MILLER** falsely represented to the New York, New York law firm that the reason why **ALAN R. MILLER** had instructed Penske not to make payments to Seven Promotions under the Licensing Agreement was because of a dispute between **HELIO CASTRONEVES** and Seven Promotions over the terms of a license, when he knew that there had, in fact, been no such dispute between **HELIO CASTRONEVES** and Seven Promotions.

31. On or about November 15, 2002, **HELIO CASTRONEVES** and **ALAN R. MILLER**

falsely represented to the New York, New York law firm that **HELIO CASTRONEVES** did not have any interest in Seven Promotions, when they both knew that **HELIO CASTRONEVES** did, in fact, have an ownership interest in Seven Promotions and thus that **HELIO CASTRONEVES** owed income tax on the income constructively received by Seven Promotions.

32. On or about November 15, 2002, **HELIO CASTRONEVES** and **ALAN R. MILLER** falsely represented to the New York, New York law firm that the reason why **ALAN R. MILLER** had instructed Penske not to make payments to Seven Promotions under the Licensing Agreement was because of a dispute between **HELIO CASTRONEVES** and Seven Promotions over the terms of a license, when they both knew that there had, in fact, been no such dispute and thus that **HELIO CASTRONEVES** owed income tax on the income constructively received by Seven Promotions.

33. On or about January 7, 2003, **HELIO CASTRONEVES** and **ALAN R. MILLER** caused Penske to pay to Fintage the Licensing Agreement payments originally due to Seven Promotions.

34. On or about April 15, 2003, **HELIO CASTRONEVES**, **KATIUCIA CASTRONEVES**, and **ALAN R. MILLER** caused the preparation of a false and fraudulent Form 1040 personal income tax return for **HELIO CASTRONEVES** for the 2002 tax year that failed to report the approximately \$1,666,667 in income that Seven Promotions had constructively received under the Licensing Agreement with Penske.

35. On or about April 15, 2003, **HELIO CASTRONEVES** signed and filed, and caused to be filed, a false and fraudulent Form 1040 personal income tax return with the Internal Revenue Service for the 2002 tax year that failed to report the approximately \$1,666,667 in income that Seven Promotions had constructively received under the Licensing Agreement with Penske.

All in violation of Title 18, United States Code, Section 371.

COUNT TWO
Tax Evasion
(26 U.S.C. § 7201 and 18 U.S.C. § 2)

1. Paragraphs 1 through 17 of the General Allegations section of this Indictment are realleged and incorporated by reference herein.

2. Beginning in or about January 1999 and continuing through at least on or about February 6, 2004, in Miami-Dade County, in the Southern District of Florida, and elsewhere, the defendants,

HELIO CASTRONEVES,
a/k/a “Helio Castro-Neves,”
a/k/a “Helio Alves de Castro Neves,” and
KATIUCIA CASTRONEVES,
a/k/a “Katiucia Castro-Neves,”
a/k/a “Katiucia Alves de Castro Neves,”

did willfully attempt to evade and defeat income tax due and owing by **HELIO CASTRONEVES** to the United States of America for the calendar year 1999 by committing and causing to be committed affirmative acts of evasion, including but not limited to the filing of a false and fraudulent 1999 U.S. Individual Income Tax Return (Form 1040), wherein **HELIO CASTRONEVES** falsely stated that his total adjusted gross income, line 33, was \$87,237, and that the total tax due and owing, line 56, thereon was \$26,586, whereas, as the defendants then and there well knew and believed, **HELIO CASTRONEVES**'s total adjusted gross income was substantially greater than what he reported and a substantial additional tax was due and owing to the United States.

In violation of Title 26, United States Code, Section 7201, and Title 18, United States Code, Section 2.

COUNT THREE
Tax Evasion
(26 U.S.C. § 7201 and 18 U.S.C. § 2)

1. Paragraphs 1 through 17 of the General Allegations section of this Indictment are realleged and incorporated by reference herein.

2. Beginning in or about January 2000 and continuing through at least on or about February 6, 2004, in Miami-Dade County, in the Southern District of Florida, and elsewhere, the defendants,

HELIO CASTRONEVES,
a/k/a “Helio Castro-Neves,”
a/k/a “Helio Alves de Castro Neves,”
KATIUCIA CASTRONEVES,
a/k/a “Katiucia Castro-Neves,”
a/k/a “Katiucia Alves de Castro Neves,” and
ALAN R. MILLER,

did willfully attempt to evade and defeat income tax due and owing by **HELIO CASTRONEVES** to the United States of America for the calendar year 2000 by committing and causing to be committed affirmative acts of evasion, including but not limited to the filing of a false and fraudulent 2000 U.S. Individual Income Tax Return (Form 1040), wherein **HELIO CASTRONEVES** falsely stated that his total adjusted gross income, line 33, was \$253,259, and that the total tax due and owing, line 57, thereon was \$77,036, whereas, as the defendants then and there well knew and believed, **HELIO CASTRONEVES**'s total adjusted gross income was substantially greater than what he reported and a substantial additional tax was due and owing to the United States.

In violation of Title 26, United States Code, Section 7201, and Title 18, United States Code, Section 2.

COUNT FOUR
Tax Evasion
(26 U.S.C. § 7201 and 18 U.S.C. § 2)

1. Paragraphs 1 through 17 of the General Allegations section of this Indictment are realleged and incorporated by reference herein.

2. Beginning in or about January 2001 and continuing through at least on or about February 6, 2004, in Miami-Dade County, in the Southern District of Florida, and elsewhere, the defendants,

HELIO CASTRONEVES,
a/k/a “Helio Castro-Neves,”
a/k/a “Helio Alves de Castro Neves,”
KATIUCIA CASTRONEVES,
a/k/a “Katiucia Castro-Neves,”
a/k/a “Katiucia Alves de Castro Neves,” and
ALAN R. MILLER,

did willfully attempt to evade and defeat income tax due and owing by **HELIO CASTRONEVES** to the United States of America for the calendar year 2001 by committing and causing to be committed affirmative acts of evasion, including but not limited to the filing of a false and fraudulent 2001 U.S. Individual Income Tax Return (Form 1040), wherein **HELIO CASTRONEVES** falsely stated that his total adjusted gross income, line 33, was \$875,322, and that the total tax due and owing, line 58, thereon was \$317,582, whereas, as the defendants then and there well knew and believed, **HELIO CASTRONEVES**'s total adjusted gross income was substantially greater than what he reported and a substantial additional tax was due and owing to the United States.

In violation of Title 26, United States Code, Section 7201, and Title 18, United States Code, Section 2.

COUNT FIVE
Tax Evasion
(26 U.S.C. § 7201 and 18 U.S.C. § 2)

1. Paragraphs 1 through 17 of the General Allegations section of this Indictment are realleged and incorporated by reference herein.

2. Beginning in or about January 2002 and continuing through at least on or about February 6, 2004, in Miami-Dade County, in the Southern District of Florida, and elsewhere, the defendants,

HELIO CASTRONEVES,
a/k/a "Helio Castro-Neves,"
a/k/a "Helio Alves de Castro Neves,"
KATIUCIA CASTRONEVES,
a/k/a "Katiucia Castro-Neves,"
a/k/a "Katiucia Alves de Castro Neves," and
ALAN R. MILLER,

did willfully attempt to evade and defeat income tax due and owing by **HELIO CASTRONEVES** to the United States of America for the calendar year 2002 by committing and causing to be committed affirmative acts of evasion, including but not limited to the filing of a false and fraudulent 2002 U.S. Individual Income Tax Return (Form 1040), wherein **HELIO CASTRONEVES** falsely stated that his total adjusted gross income, line 35, was \$1,344,982, and that the total tax due and owing, line 61, thereon was \$540,415, whereas, as the defendants then and there well knew and believed, **HELIO CASTRONEVES's** total adjusted gross income was substantially greater than what he reported and a substantial additional tax was due and owing to the United States.

In violation of Title 26, United States Code, Section 7201, and Title 18, United States Code, Section 2.

COUNT SIX
Tax Evasion
(26 U.S.C. § 7201 and 18 U.S.C. § 2)

1. Paragraphs 1 through 17 of the General Allegations section of this Indictment are realleged and incorporated by reference herein.

2. Beginning in or about January 2003 and continuing through at least on or about April 15, 2004, in Miami-Dade County, in the Southern District of Florida, and elsewhere, the defendants,

HELIO CASTRONEVES,
a/k/a “Helio Castro-Neves,”
a/k/a “Helio Alves de Castro Neves,” and
KATIUCIA CASTRONEVES,
a/k/a “Katiucia Castro-Neves,”
a/k/a “Katiucia Alves de Castro Neves,”

did willfully attempt to evade and defeat income tax due and owing by **HELIO CASTRONEVES** to the United States of America for the calendar year 2003 by committing and causing to be committed affirmative acts of evasion, including but not limited to the filing of a false and fraudulent 2003 U.S. Individual Income Tax Return (Form 1040), wherein **HELIO CASTRONEVES** falsely stated that his total adjusted gross income, line 34, was \$412,421, and that the total tax due and owing, line 60, thereon was \$139,324, whereas, as the defendants then and there well knew and believed, **HELIO CASTRONEVES**'s total adjusted gross income was substantially greater than what he reported and a substantial additional tax was due and owing to the United States.

In violation of Title 26, United States Code, Section 7201, and Title 18, United States Code, Section 2.

COUNT SEVEN
Tax Evasion
(26 U.S.C. § 7201 and 18 U.S.C. § 2)

1. Paragraphs 1 through 17 of the General Allegations section of this Indictment are realleged and incorporated by reference herein.

2. Beginning in or about January 2004 and continuing through at least on or about April 15, 2005, in Miami-Dade County, in the Southern District of Florida, and elsewhere, the defendants,

HELIO CASTRONEVES,
a/k/a “Helio Castro-Neves,”
a/k/a “Helio Alves de Castro Neves,” and
KATIUCIA CASTRONEVES,
a/k/a “Katiucia Castro-Neves,”
a/k/a “Katiucia Alves de Castro Neves,”

did willfully attempt to evade and defeat income tax due and owing by **HELIO CASTRONEVES** to the United States of America for the calendar year 2004 by committing and causing to be committed affirmative acts of evasion, including but not limited to the filing of a false and fraudulent 2004 U.S. Individual Income Tax Return (Form 1040), wherein **HELIO CASTRONEVES** falsely stated that his total adjusted gross income, line 36, was \$552,813, and that the total tax due and owing, line 62, thereon was \$175,990, whereas, as the defendants then and there well knew and believed, **HELIO CASTRONEVES**'s total adjusted gross income was substantially greater than what he reported and a substantial additional tax was due and owing to the United States.

In violation of Title 26, United States Code, Section 7201, and Title 18, United States Code,

Section 2.

A TRUE BILL

FOREPERSON

for *R. Alexander Acosta*
R. ALEXANDER ACOSTA
UNITED STATES ATTORNEY

Matthew S. Axelrod
MATTHEW S. AXELROD
ASSISTANT UNITED STATES ATTORNEY

Jared E. Dwyer
JARED E. DWYER
ASSISTANT UNITED STATES ATTORNEY