

AO 91 (Rev. 02/09) Criminal Complaint

UNITED STATES DISTRICT COURT

for the  
Southern District of Florida

United States of America  
v.  
DENNIS ZECCA.

Case No. 12-5056-SNOW

*Defendant(s)*

CRIMINAL COMPLAINT

I, the complainant in this case, state that the following is true to the best of my knowledge and belief.

On or about the date(s) of December 2012 in the county of Monroe in the  
Southern District of Florida, the defendant(s) violated:

*Code Section*  
18 U.S.C 1958(a)

*Offense Description*  
DENNIS ZECCA did use, and cause another to use, any facility of interstate and foreign commerce, with intent that the murder of an individual be committed in violation of the laws of the State of Florida as consideration for the receipt of, and as consideration for a promise and agreement to pay, anything of pecuniary value.

This criminal complaint is based on these facts:

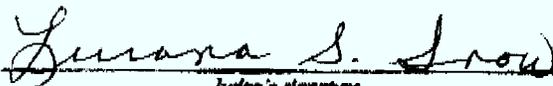
See attached affidavit of Special Agent Patricia Thompson.

Continued on the attached sheet.

  
Complainant's signature  
Patricia Thompson, Special Agent, FBI  
Printed name and title

Sworn to before me and signed in my presence.

Date: 12/22/2012

  
Judge's signature

City and state: Key West, FL

Lurana S. Snow, U.S. Magistrate Judge  
Printed name and title

**AFFIDAVIT IN SUPPORT OF CRIMINAL COMPLAINT**

Your affiant, Patricia Thompson, being duly sworn, deposes and states:

1. I am a Special Agent with the Federal Bureau of Investigation and have been so employed for 21 years. I am currently assigned to the Key West Resident Agency, where I have been since 2007. My responsibilities, training, and experience include investigation of a wide variety of violations of federal law, including violent crimes, drug trafficking, and racketeering.

2. The facts contained in this affidavit are based on my personal knowledge, as well as information relayed to me by other law enforcement personnel involved in this investigation. This affidavit is being submitted for the sole purpose of establishing probable cause that Dennis ZECCA did use, and cause another to use, any facility of interstate and foreign commerce, with intent that the murder of an individual be committed in violation of the laws of the State of Florida as consideration for the receipt of, and as consideration for a promise and agreement to pay, anything of pecuniary value, in violation of Title 18, United States Code, Section 1958(a). This affidavit therefore does not contain all of the information known as a result of this investigation.

3. In December 2012, Special Agents of the Drug Enforcement Administration (DEA) were conducting a drug-trafficking investigation that involved a confidential human source (hereinafter "CHS"). During the course of the investigation, ZECCA planned with the CHS, who worked for him, to purchase ten kilograms of cocaine from an unknown supplier. The CHS was a convicted felon who had spent time in prison and was on probation while participating in the events described herein. He was going to be paid for his work in the drug-trafficking investigation.

4. On or about December 16, 2012, in Marathon, Florida, ZECCA solicited the CHS to kill a businessman who lived in Marathon. Although the proposed victim was not related to the drug-trafficking transaction ZECCA and the CHS were planning, this solicitation arose during their discussions regarding the drug trafficking, as another potential task that the CHS could perform for ZECCA. In exchange for committing the murder, ZECCA promised the CHS his choice of \$20,000 in cash or one kilogram of cocaine (with approximately the same pecuniary value) from their upcoming ten-kilogram purchase. ZECCA also offered to supply cash for the CHS to "lay low" in Miami for a few weeks after the murder.

5. Over the next two days, ZECCA drove the CHS, in ZECCA's automobile, by the proposed victim's personal residence. He also told the CHS to visit the victim's place of employment to get a good look at his face.

6. On or about December 17, 2012, the CHS had a conversation with ZECCA in Marathon that was monitored and recorded by DEA agents. ZECCA told the CHS that he would give him a gun, specifically, a Beretta 9mm, to commit the murder. ZECCA suggested to the CHS that he could wait until the victim was returning from a holiday party and kill him then. ZECCA advised it would be easier to "take him out" under those circumstances. When the CHS asked when ZECCA wanted the murder to take place, ZECCA replied, "as soon as possible."

7. On or about December 19, 2012, the CHS had another monitored and recorded conversation with ZECCA in Marathon. ZECCA counseled the CHS that he should kill the proposed victim at his home, using the gun that would be supplied by ZECCA. He further indicated his desire that the murder be carried out as soon as possible, before the end of the year. ZECCA discussed the problem of disposing of the gun after the murder, advising the CHS to drive his truck to a particular bridge, disassemble the gun into three pieces, and throw each piece

into the ocean in a different place as he drove. The CHS indicated that he would need something like a Tyvek suit (a disposable protective coverall suit, often worn to protect clothes and skin in construction, industrial, or mechanical work) to wear during the murder, to minimize the risk of leaving behind or taking with him evidence from the crime scene. ZECCA told the CHS he could purchase a Tyvek suit at Sherwin-Williams. Sherwin-Williams is the name of a chain of paint-supply stores, one of which is located in Marathon.

8. On or about December 20, 2012, in a call made from the CHS's cellular telephone to ZECCA's cellular telephone, ZECCA told the CHS to get a Tyvek suit from the supply cabinet at the Marathon Marina and Boat Yard, which ZECCA owned. ZECCA then told the CHS to meet at his private residence in Marathon. During that meeting, he provided the CHS with a Beretta 92FS 9mm auto-pistol, which had been manufactured outside the state of Florida. This particular gun had been referenced in previous discussions of the murder-for-hire plan between ZECCA and the CHS. ZECCA had previously advised the CHS that this gun should be used to kill the proposed victim. As ZECCA gave the CHS the gun, he wiped it down with a cloth. The gun had no magazine, but ZECCA told the CHS he could put a round in the chamber and kill the proposed victim with that round. The CHS told ZECCA that he would commit the murder the next day, December 21, 2012, and dispose of the firearm in the manner as agreed.

9. On or about December 21, 2012, the CHS had another monitored and recorded conversation with ZECCA, this time in ZECCA's office at the Marathon Marina and Boat Yard. The CHS represented to ZECCA that he had carried out the murder and showed ZECCA a doctored photograph. The photograph, which had been edited using a computer program, showed the victim lying in gravel, in a pool of blood. The CHS requested the promised payment. ZECCA told him he needed to meet with others and move money between accounts, but would

try to pay him later the same day or the next day. ZECCA further promised that he would make an initial payment of \$5,000 as soon as he was able. ZECCA was arrested as he left the marina, shortly after the conclusion of this conversation.

10. As described above, ZECCA used and caused to be used telephones, including cellular telephones, and automobiles, both his own and the CHS's, which are facilities of interstate and foreign commerce, in connection with this murder-for-hire plot. Further, he transferred a gun that had previously traveled in interstate or foreign commerce to the CHS with the intent that it be used to commit the murder.

11. Based on the foregoing facts and circumstances, your affiant submits that there is probable cause that ZECCA did use, and cause another to use, any facility of interstate and foreign commerce, with intent that the murder of an individual be committed in violation of the laws of the State of Florida as consideration for the receipt of, and as consideration for a promise and agreement to pay, anything of pecuniary value, in violation of Title 18, United States Code, Section 1958(a).

FURTHER AFFIANT SAYETH NAUGHT.

  
PATRICIA THOMPSON  
SPECIAL AGENT, FBI

Subscribed and sworn to before  
me this 22nd day of December 2012.

  
HONORABLE LURANA S. SNOW  
UNITED STATES MAGISTRATE JUDGE

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

No. 12-5056-SNDW

UNITED STATES OF AMERICA

vs.

DENNIS ZECCA,

Defendant.

\_\_\_\_\_ /

CRIMINAL COVER SHEET

- 1. Did this matter originate from a matter pending in the Northern Region of the United States Attorney's Office prior to October 14, 2003? \_\_\_\_\_ Yes   X   No
- 2. Did this matter originate from a matter pending in the Central Region of the United States Attorney's Office prior to September 1, 2007? \_\_\_\_\_ Yes   X   No

Respectfully submitted,

WIFREDO A. FERRER  
UNITED STATES ATTORNEY

BY: Benjamin C. Coats

Benjamin C. Coats  
ASSISTANT UNITED STATES ATTORNEY  
Court No. A5501785  
99 N. E. 4th Street  
Miami, Florida 33132-2111  
TEL (305) 961-9198  
FAX (305) 530-7976  
Benjamin.Coats@usdoj.gov