

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

STATE OF FLORIDA,

*Plaintiff,*

vs.

ANA STEFANO,

*Defendant(s)*

CASE NO: F21-19008

JUDGE: Milton Hirsch

**NOTICE OF FILING**

YOU ARE HEREBY notified that the undersigned Assistant State Attorney is filing the attached Conditional Nolle Prose and Agreement Tolling the Statute of Limitations in the above captioned case.

Respectfully submitted

KATHERINE FERNANDEZ RUNDLE  
State Attorney

By: \_\_\_\_\_

/s/John Perikles

Assistant State Attorney

Florida Bar #833710

1350 NW 12<sup>th</sup> Avenue

Miami, Florida 33136-2111

(305) 547-0100

[FelonyService@MiamiSAO.com](mailto:FelonyService@MiamiSAO.com)

**CERTIFICATE OF GOOD FAITH SCHEDULING AND SERVICE**

I HEREBY CERTIFY that a true and exact copy of the above was furnished to counsel for defendant Johan Dos Santos and Benedict P. Kuehne, by email, on this 11th day of June, 2024.

\_\_\_\_\_  
/s/ John Perikles

Assistant State Attorney

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

STATE OF FLORIDA,  
*Plaintiff,*

Case No. F21-19008  
Judge Hirsch

v.

ANA LILIA STEFANO,  
*Defendant,*

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**CONDITIONAL NOLLE PROSSE AND AGREEMENT TOLLING THE  
STATUTE OF LIMITATIONS**

COMES NOW KATHERINE FERNANDEZ RUNDLE, State Attorney for the Eleventh Judicial Circuit of Florida, by and through the undersigned Assistant State Attorney, and enters into this Conditional Nolle Prosse and Agreement Tolling the Statute of Limitations with the defendant, Ana Lilia Stefano, represented by Benedict P. Kuehne and Johan D. Dos Santos.

The Parties agree to the following:

1. The Defendant is charged by Information in Miami Dade Circuit Court case number F21-19008 with one count of Organized Scheme to Defraud over 50,000, a First Degree felony and one Count of Grand Theft over 20,000, a Second Degree felony.

2. After extensive mutual Discovery of the offenses in this matter, and in consideration of the Defendant's background, the State of Florida and the Defendant agree that the interests of justice will be served by this Agreement.

3. Upon payment and verification by the State of a voluntary donation to Feeding South Florida of ten thousand and 00/100 dollars (\$10,000.00), the State of Florida will nolle prosse the pending charges conditioned upon the terms set out below. The Defendant is obligated to abide by the conditions set forth below for a period of two (2) years after its execution and filing in the Court records.

4. The Defendant shall:

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Defendant's Initials AS

- (a) Not serve as an officer, manager, or paid employee of a charitable 501(c)(3) organization during the term of this Agreement. The Defendant further agrees that she will not permit her name or likeness to be used in the name or advertising of a charitable 501(c)(3) that is owned or controlled by others. The Defendant may make financial contributions and/or serve as a volunteer for a charity;
  - (b) Pay one thousand five hundred and 00/100 dollars (\$1500) for costs of investigation to the Miami Dade Commission on Ethics within forty-five (45) days of the execution of this Agreement;
  - (c) Pay one thousand and 00/100 dollars (\$1000) for costs of prosecution to the Miami Dade State Attorney's Office within forty-five (45) days of the execution of this Agreement;
  - (d) Execute a written waiver forgiving any alleged outstanding debts or loans to the Santana Moss Foundation made between 2017 and December 31, 2022. The Defendant must provide a copy of the written waiver to the undersigned Assistant State Attorney within fifteen (15) days of the execution of this Agreement;
  - (e) Provide a written acknowledgement to the undersigned Assistant State Attorney that she has read and familiarized herself with the provisions of Florida Statute 496. This written acknowledgement shall be signed by the Defendant and provided to the undersigned Assistant State Attorney within thirty days (30) of the execution of this Agreement;
5. A failure to pay any of the amounts above or a payment returned for insufficient funds shall be considered a violation of this Agreement.
  6. The Defendant waives her right to a Speedy Trial.
  7. The Defendant understands that she has the right to waive any defense to criminal charges based on the statutes of limitation, and that she may agree to toll the running of the statute of limitations for a specific period, with respect to any offense.
  8. The Defendant acknowledges that it is in her best interest to agree to the tolling of the statute of limitations for the pending charges referred to in paragraph 1 for a period of twenty-four (24) months from the date of execution of this Agreement. The Defendant

understands the State has requested the tolling in exchange for this Agreement, and that by agreeing to the tolling of the statute of limitations for twenty-four (24) months the time in which the State may re-file charges will be extended beyond the regular statutory expiration outlined in Florida State 775.15.

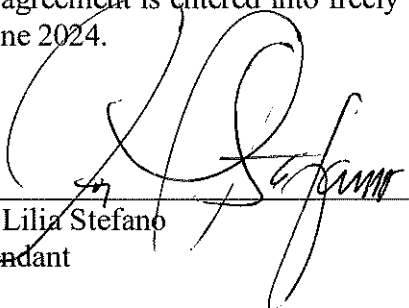
9. If the Defendant violates any terms of this Agreement within two (2) years of its execution and filing, the State may re-file charges and may seek the maximum penalties provided by law.

10. The Defendant shall refrain from the commission of any crime during the pendency of this Agreement. Only clear and convincing evidence is necessary to prove a violation of this provision.

11. In any future prosecution initiated for violation of this Agreement, the Defendant is permitted to challenge whether she, in fact, violated the terms of this Agreement in a hearing before the trial court by requesting such hearing within sixty (60) days of the State's re-filing of charges.

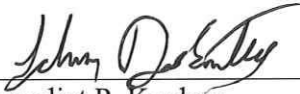
Having read the above-mentioned terms of this plea agreement, and having had the terms explained to me by my attorneys, Benedict P. Kuehne and Johan D. Dos Santos, and having also been advised by my attorneys, I, Ana Lilia Stefano, freely and voluntarily enter into this Agreement and agree to abide by all terms and conditions of this Agreement, and agree that failure to comply with any terms or conditions within this Agreement constitutes a violation and subjects me to arrest, prosecution and sentence up to the statutory maximum penalties provided by law for the crimes of Organized Scheme to Defraud and Grand Theft as charged in the current Information against me.

This agreement is entered into freely and voluntarily on this 7 day of June 2024.

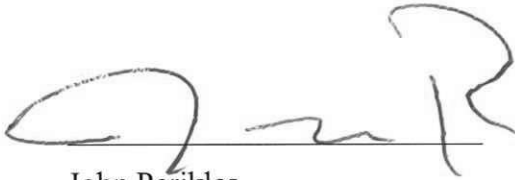
  
\_\_\_\_\_  
Ana Lilia Stefano  
Defendant

Defendant's Initials 

I HEREBY CERTIFY that I am the attorney for the Defendant, Ana Lilia Stefano, that I have discussed the contents of this Agreement with her, that I am satisfied that she understands all the conditions and obligations contained herein, that she is entering into this agreement freely and voluntarily with full knowledge of its contents, and further, that she has read this entire agreement.



\_\_\_\_\_  
Benedict P. Kuehne  
Johan D. Dos Santos  
Attorneys for the Defendant



\_\_\_\_\_  
John Perikles  
Assistant State Attorney