



Florida Department of
Law Enforcement

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MEMORANDUM

DATE: May 12, 2020

TO: Case File JA-14-0039
Jacksonville Regional Operations Center (JROC)

FROM: Case Agent Adam Graff
Jacksonville Regional Operations Center (JROC)

SUBJECT: Final Action

On April 5, 2019, the Florida Department of Law Enforcement (FDLE) received a complaint from the Flagler County Interim County Administrator, Jerry Cameron. The complaint was in reference to possible public corruption involving the Tourism Director, Matthew Dunn. The specifics of the complaint involved Dunn inappropriately diverting public funds for his own personal benefit and accepting “kick-backs”.

During the course of this investigation, it was discovered that Dunn had previously owned and operated a sports marketing business, The Dunn Agency. The Dunn Agency had been in business since 2009. While working in his capacity as the owner/operator of the Dunn Agency, Dunn made a presentation to the Flagler County Chamber of Commerce (FCCOC) in reference to developing a strategic plan, covering 2013 to 2015, to provide sports marketing services and bring sporting events to Flagler County. In 2014, Dunn was offered a position with the FCCOC as the Executive Director of the Tourism Development Council (TDC). The scope of Dunn’s work with the TDC was similar to the scope of work he did with The Dunn agency.

In December of 2015, the TDC was absorbed into the Flagler County Board of County Commissioners (FCBCC). Dunn continued with the TDC as its Director. Shortly after being hired by the FCBCC, Dunn’s operation of The Dunn Agency was brought into question by the FCBCC as a conflict of interest. At that time, Dunn advised the FCBCC that he was no longer operating the business.

In April of 2019, several FCBCC employees assigned in the TDC made complaints against Dunn. The complaints alleged that Dunn was diverting county funds by providing his friends with contracts at higher than normal costs. Dunn was also alleged to be receiving “kick-backs” resulting from contracts entered into with these personal friends and vendors. Complainants also accused Dunn of having a less than arm’s length relationship with two vendors, identified as Casey Taker and Ravinder “Ravi” Rajcoomar. Dunn was placed on administrative leave by the FCBCC and Amy Lukasik, the TDC Marketing Director, was named as the Interim Director of the TDC.

SA Graff was able to identify banking institutions used by Dunn. Through information obtained via legal process, SA Graff conducted a financial review of accounts for Dunn and his prior business, The Dunn Agency. The review showed that all income derived by Dunn to his business

and personal financial accounts (savings, checking, loans) originated from legitimate sources, to include regular payroll from the FCBCC. The Dunn Agency did not have any notable deposits. The review failed to show any evidence of funds originating from questionable sources, to include Ravinder "Ravi" Rajcoomar or Casey Taker.

Special Agents (SA) Adam Graff and George Dandelake conducted interviews with TDC staff to include Amy Lukasik, Debra Naughton, Nina Breckenridge, and Craig Lenniger. The interviews revealed that Dunn had regularly provided FCBCC business to companies associated with Ravinder "Ravi" Rajcoomar and Casey Taker. During the interview with Amy Lukasik, she alleged that the cost of services/products provided by Rajcoomar and Taker were higher than they would have been if provided by local vendors; however, she could not substantiate the allegation because she, "did not have anything to compare it to".

Ravinder "Ravi" Rajcoomar was interviewed by SA Graff and SA William Porter. Rajcoomar confirmed that he had been friends with Dunn since college and the two of them also had a business relationship. Rajcoomar enlisted Dunn's services for destination marketing for several events prior to Dunn's employment with the FCBCC. One such event was the Canadian Color Run. Rajcoomar advised that since Dunn began working for the FCBCC, Rajcoomar had not participated in any business ventures outside of Dunn's official role. Rajcoomar advised that he worked with Dunn during a branding (marketing) campaign with SixSpeed, INC. Rajcoomar was a principal with SixSpeed at the time and a team leader for the FCBCC project. Rajcoomar advised he would have provided input such as man hours and scope of work for the project, but the quote providing for the cost associated with the project would have been provided by SixSpeed's financial team. Rajcoomar stated that he left SixSpeed the following year. Rajcoomar created Consortium and was able to maintain several clients from SixSpeed, to include the FCBCC and Red Bull. Rajcoomar also created a company called Swagger. Swagger provided timing and data management services for sporting events. Rajcoomar later produced several events for the FCBCC with Dunn, using both Consortium and Swagger. Those events included the Florida Championship Cyclocross race and the Coquina Cup. Rajcoomar advised he recalled that Flagler County had a multi-level approval system that had to review all events prior to the event being approved to be held. Rajcoomar provided services to the FCBCC by Swagger at a discounted rate due to his friendship with Dunn and as an investment toward events in other destinations when the FCBCC events were successful. Rajcoomar was described by several witnesses, to include Taker and Lenniger, as being considered as one of the top producers in the sports production industry. Rajcoomar denied receiving or providing any "kick-backs" or gratuities relating to Dunn.

Invoices were obtained from the FCBCC for Rajcoomar and for the following companies that were initially reported as being associated with Rajcoomar: CMF Sales, Swagger, Consortium, and SixSpeed. Invoices were provided to SA Graff for CMF Sales, SixSpeed, Consortium, and Swagger, however, no invoices were provided for Rajcoomar as an individual. The invoices from SixSpeed, Consortium, and Swagger were accompanied either by contracts that were approved by the TDC and the FCBCC or had written approval from the County Administrator, Craig Coffey. The SixSpeed invoices showed that Rajcoomar was not solely responsible for services provided to the FCBCC, as it listed individuals other than Rajcoomar as the project managers. The CMF Sales invoice was for promotional items, at a cost of \$1,234.00, and was accompanied by an email from Dunn providing justification for the purchase. A check with Sunbiz.org showed that CMF Sales was registered to a Christopher Frederick, not Rajcoomar.

During the interview with Casey Taker, she advised that she originally was a principle for Triton Collective, which produced open water swimming events. Taker was introduced, by a mutual

acquaintance, to Dunn at a sports management convention due to Dunn wanting to bring an original swimming-based event to Flagler County. Taker advised that Dunn, Rajcoomar, and her worked together to create what Dunn referred to as the Coquina Cup. The event had been approved for a \$25,000 budget by the FCBCC. While in the development phase, Triton Collective dissolved and a new contract for the Coquina Cup was approved by the FCBCC. The new contract allowed for Taker, working as Taker Group, to collect and retain the registration fees to provide payment for Taker's services in organizing and promoting the Coquina Cup. Taker advised that she collected approximately \$2,500 from the event instead of the \$25,000 that had originally been approved for Triton Collective. Taker was later hired by Dunn to provide contract labor for several events. Each event was completed by Taker at a discounted rate that was less than her normal rate of \$500 per day. Taker denied ever receiving or giving any kick-backs or gratuities as it related to Dunn.

Invoices for Triton Collective and Taker Group, in addition to invoices for Casey Taker, were obtained from the FCBCC. The invoices were accompanied by contracts that had been approved by the TDC and FCBCC. The contract for Triton Collective (Coquina Cup) confirmed that the contract had been amended to allow Taker to collect all registration fees from the Coquina Cup. Three invoices for contract labor from Casey Taker showed that Taker only charged \$500 for multiple day events instead of her standard flat rate of \$500 per day. Note that Amy Lukasik provided information that she had witnessed Taker working as contract labor on the EVP Volleyball event and other events, one of which the salaried employees of the TDC had been told not to attend.

Contact was made with Dunn's attorney to schedule an interview, which was declined on Dunn's behalf.

At this time, there is no evidence of conduct which would warrant a criminal investigation. Therefore, the FDLE review is closed and the findings will be turned over to the FCBCC.