

State of Florida

**Department of Financial Services
Division of Investigative & Forensic Services
Bureau of Insurance Fraud**

**LAW ENFORCEMENT
AFFIDAVIT OF PROSECUTION SUMMARY**



Subject: Timothy Matthew Cox

Bureau of Insurance Fraud Case # 17-152

**Prepared by:
Detective Robert Jackson**

**Department of Financial Services,
Bureau of Insurance Fraud
400 W. Robinson St., Suite # S823
Orlando, FL 32801**



SUBJECT NAME: **Timothy Matthew Cox**
RACE: White
SEX: Male
HEIGHT: 6'00
WEIGHT Unknown
HAIR: Black
EYES: Blue
DATE OF BIRTH: 01/14/1964
SOCIAL SECURITY NUMBER: **FS§ 119.071(5)(a)(5)**
DRIVERS LICENSE NUMBER: **FS§ 119.0712(2)(b)**
HOME ADDRESS 1: 2410 Rio Grande Valley Ct.
CITY: Kissimmee, FL 34759
HOME ADDRESS 2: 131 Thousand Oaks Blvd.
CITY: Davenport FL 33896
HOME ADDRESS 3: 23781 U.S. Highway 27 #125
CITY: Lake Wales, FL 33859
WORK ADDRESS 1: 13640 W. Colonial Drive #130 Suite J
CITY: Winter Garden, FL 34787
EMPLOYMENT: Nationwide Catastrophe Services Inc. (Owner)
PHONE (W) (866) 556-1374 (C) (407) 914-7678
CRIMINAL HISTORY: Yes

Bureau of Insurance Fraud Case #: 17-152

Count # 1 – F.S. 895.03(3), Racketeering

Count # 2 – F.S. 812.014 Theft

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Case Agent: Detective Robert Jackson

Your Affiant, **Robert Jackson** (#1135268), is a Certified Law Enforcement Officer by the State of Florida pursuant to Section 11B-7, Florida Administrative Code, relating to standards and training. Your affiant is employed as a Law Enforcement Detective with the Florida Department of Financial Services-Division of Investigative and Forensic Services-Bureau of Insurance Fraud, assigned to the Orlando Field Office. The Affiant is and has been for the past two and a half years, employed with the Bureau of Insurance Fraud as a law enforcement officer, with eleven years of experience as a law enforcement officer between the Broward Sheriff's Office, Orange County Sheriff's Office and the Florida Bureau of Insurance Fraud. Your Affiant is a member of the United States Army Reserve Military Police and has been in good standing for the last fifteen and a half years. The Bureau of Insurance Fraud is responsible for conducting criminal investigations related to various types of Insurance Fraud. I have participated in and conducted many criminal investigations, and while performing my duties as an Insurance Fraud Detective, I have personally conducted criminal investigations relating to Insurance Fraud.

I. SUMMARY OF INVESTIGATION

The alleged criminal offenses which were investigated by this office did occur in Orange, Seminole, Brevard, Volusia, Osceola, Clay, Flagler, and Escambia, Florida Counties at the times and dates listed below. One of the alleged criminal offenses occurred in Tarrant County, Texas.

BASIS FOR INVESTIGATION

This case was predicated on the information provided by a collective series of Consumer Services, Attorney General's Office, Department of Business and Professional Regulations, and Division of Investigative and Forensic Services complaints from victims and a news story listed below.

SYNOPSIS OF FACTS

This investigation will show between August 7, 2015 and November 8, 2016, nineteen homeowners in (8) eight Central Florida counties, including: Orange, Seminole, Brevard, Volusia, Osceola, Clay, Flagler, and Escambia, have contracted with Nationwide Catastrophe Services Inc. (NCS), or DBA Restoration Response Services Inc. (RRS), for damages to their roofs, such as missing shingles and leaks. Both companies are owned by licensed roofing contractor, Timothy Mathew Cox. (1) One homeowner in Tarrant County, Texas experienced the same through a hail storm.

Salesmen and women, employed by NCS or RRS, convinced the homeowners to sign a contract, known as an assignment of benefits (AOB), allowing NCS to replace the roof and allows NCS or RRS's name to appear on the check for payment from the homeowner's insurance company. The AOB also allows NCS and RRS rights to the homeowner's insurance benefits for their damaged properties.

In each of the nineteen cases, NCS and RRS collected insurance checks, or personal checks from the victims, deposited them into the NCS/RRS Regions Bank accounts and have not completed the work as contracted. Your affiant has identified **nineteen victims** with a total amount of **\$139,444.97** that has been stolen by Timothy Matthew Cox, owner of NCS and RRS, and work has not been completed.

Audio recorded interviews conducted by sworn law enforcement officers, Detective Julien Elmazi from the Volusia County Sheriff's Office and Detective Tom Yovanovich from the Port Orange Police Department will show the business model, described by NCS/RRS Owner, Timothy Cox as a three step "pipeline" process. Timothy Cox claimed that he was ill during the above-mentioned period, and did not have control of his company. He claimed his Jacksonville Manager, Melissa "Missy" Jones, had control of the business during the period listed above. Timothy Cox explained he was aware business was slow and more money was being paid out than NCS and RRS were bringing in, however he claimed he didn't realize they were that far behind in work. Timothy Cox told the Detective's that he would ensure the money was paid back to the homeowners or the roofs would be replaced.

As of June 1, 2018, none of the nineteen roofs have been replaced by NCS or RRS. Subpoenaed bank records show the checks deposited into the NCS and RRS Regions bank accounts that were managed by Timothy Cox. The bank records indicate that Timothy Cox was using money from his business accounts during above-mentioned period for his personal use.

I, Detective Robert Jackson spoke with 17 victims located in Orange, Osceola, Brevard, Volusia, Seminole, Flagler and Clay Counties who stated that their roofs were not replaced after contracting NCS or RRS representatives. Detective Brian Smith spoke with a victim in Escambia County who stated the same. Detective Justin Trzepacz spoke with a victim in Tarrant County who stated the same.

The table listed below reflects the list of victims by county. The table reflects the victims' names, addresses of the contracted work locations, loss amounts and the Assignment of Benefits date:

<u>Victims by County</u>	<u>Address</u>	<u>Loss Amount</u>	<u>AOB Date</u>
(Orange)			
Ivan "Telmo"/ Carmen Bedrin	2338 Woods Edge Circle, Orlando, FL 32817	\$5,748.76	12/9/2015
(Seminole)			
Susan Marie Stillwell	713 East Ct, Longwood, FL 32750	\$6,350.38	12/21/2015
Brian McLarnon	3891 Kingston Oaks Cove, Oviedo, FL 32765	\$15,500.00	1/11/2016
(Brevard)			
Pamela Marion Finham	3286 Galleon Ave NE, Palm Bay, FL 32905	\$2,732.05	5/5/2016
Sefer Mustafa	4495 Fay Blvd, Cocoa, FL 32927	\$2,384.07	10/18/2016
Fritz Von Hirsch	5004 Santa Barbara Ave, Titusville, FL 32780	\$4,923.07	8/8/2016
(Volusia)			
William/ Kristina Kloppe	2037 E Atmore Cir, Deltona, FL 32725	\$4,428.10	10/12/2016
Darrell/Rebecca Richey	6710 Ferri Cir, Port Orange, FL 32128	\$8,721.08	5/31/2016
Terry/Vicky Sims	6742 Ferri Cir, Port Orange, FL 32128	\$11,500.00	5/25/2016
Louie Allen Bell	6737 Ferri Cir, Port Orange, FL 32128	\$5,579.46	5/25/2016
Nikki A. Radzinski	765 Benner Rd. South Daytona, FL 32119	\$2,453.74	11/8/2016
Jim Koth	1282 Harms Way, Port Orange, FL 32129	\$6,199.63	6/9/2016
Scott Sanders	1853 Forough Circle, Port Orange, FL 32128	\$5,266.54	6/29/2016
Kenneth Byrnes	1836 Afshin Ct, Port Orange, FL 32128	\$15,393.50	5/27/2016
(Osceola)			
Veronica Hollis	2429 Harbor Town Drive, Kissimmee, FL 34744	\$5,970.34	8/7/2015
(Flagler)			
Robert Warren (Step son - Meng Li Owner)	32 Riverview Dr., Palm Coast, FL 32164	\$11,149.08	7/24/2016
(Clay)			
Sara Smith	3124 Hidden Lake Cove, Middleburg, FL 32068	\$4,854.00	9/21/2016
(Escambia)			
Jan Werth	7138 Rampart Way, Pensacola, FL 32505	\$10,995.46	3/30/2016
(Tarrant)			
Ina Stephens	1800 Carlton Drive, Arlington, TX 76015	\$7,296.51	4/6/2016

TOTAL \$139,444.97

Per Florida State Statute 489.126, Moneys received by contractors indicates:

(1) For purposes of this section, the term "contractor" includes all definitions as set forth in s. 489.105(3), and any person performing or contracting or promising to perform work described therein, without regard to the licensure of the person.

(2) A contractor who receives, as initial payment, money totaling more than 10 percent of the contract price for repair, restoration, improvement, or construction to residential real property must:

(a) Apply for permits necessary to do work within 30 days after the date payment is made, except where the work does not require a permit under the applicable codes and ordinances, and

(b) Start the work within 90 days after the date all necessary permits for work, if any, are issued, unless the person who made the payment agreed, in writing, to a longer period to apply for the necessary permits or start the work or to longer periods for both.

(3)(a) A contractor who receives money for repair, restoration, addition, improvement, or construction of residential real property in excess of the value of the work performed shall not, with intent to defraud the owner, fail or refuse to perform any work for any 90-day period.

(b) Proof that a contractor received money for the repair, restoration, addition, improvement, or construction of residential real property and that the amount received exceeds the value of the work performed by the contractor and that:

1. The contractor failed to perform any of the work for which he or she contracted during any 60-day period;

2. The failure to perform any such work during the 60-day period was not related to the owner's termination of the contract or a material breach of the contract by the owner; and

3. The contractor failed, for an additional 30-day period after the date of mailing of notification as specified in paragraph (c), to perform any work for which he or she contracted, gives rise to an inference that the money in excess of the value of the work performed was taken with the intent to defraud.

(c) Notification as contemplated in paragraph (b) consists of a certified letter, return receipt requested, mailed to the address of the contractor as listed in the written contracting agreement. The letter must indicate that the contractor has failed to perform any work for a 60-day period, that the failure to perform the work was not the result of the owner's termination of the contract or a material breach of the contract by the owner, and that the contractor must recommence construction within 30 days after the date of mailing of the letter. If there is no address for the contractor listed in the written contracting agreement, or no written agreement exists, the letter must be mailed to the address of the contractor listed in the building permit application.

(4) Any person who violates any provision of this section is guilty of theft and shall be prosecuted and punished under s. 812.014.

Your Affiant believes there is sufficient probable cause to show the defendant violated

F.S. 895.03(3), Racketeering, which states in part:

(3) It is unlawful for any person employed by, or associated with, any enterprise to conduct or participate, directly or indirectly, in such enterprise through a pattern of racketeering activity or the collection of an unlawful debt.

"Racketeering activity" is defined as to commit, to attempt to commit, to conspire to commit, or to solicit, coerce, or intimidate another person to commit:

(a) Any crime that is chargeable by petition, indictment, or information under the following provisions of the Florida Statutes and/or US Code:

To wit: Chapter 812 relating to theft and robbery.

“Enterprise” means any individual, sole proprietorship, partnership, corporation, business trust, union chartered under the laws of this state, or other legal entity, or any unchartered union, association, or group of individuals associated in fact although not a legal entity; and it includes illicit as well as licit enterprises and governmental, as well as other, entities.

“Pattern of racketeering activity” means engaging in at least two incidents of racketeering conduct that have the same or similar intents, results, accomplices, victims, or methods of commission or that otherwise are interrelated by distinguishing characteristics and are not isolated incidents, provided at least one of such incidents occurred after October 1, 1977, and that the last of such incidents occurred within 5 years after a prior incident of racketeering conduct.

F.S. 812.014 Theft, which states, it is unlawful to knowingly obtain, use, or endeavor to obtain or use, the property of another person with the intent to either temporarily or permanently deprive the other person of a right to the right or benefit of the property; or to appropriate the property to the use of another person not entitled.

Victim Statements/Interviews/Synopsis of Investigations

Carmen and Ivan Bedran, - 2338 Waters Edge Circle, Orlando, FL 32817 (Orange)

Victim 1 - AOB Date December 9, 2015 - Paid \$5,748.76 to NCS

On *June 15, 2017*, I, Detective Robert Jackson received records from Department of Business & Professional Regulation (DBPR) Investigation Specialist II, Paul Uzialko about his case files for five victims of Nationwide Catastrophe Services Inc. The records for Carmen and Ivan Bedran indicate that a complaint submitted by the homeowner, Ivan Bedran, alleged that Timothy Cox, failed to initiate roof work as contracted after receiving an initial down payment. A report completed by DBPR Investigator Paul Uzialko explained that on December 9, 2015, Timothy Cox contracted with Carmen and Ivan Bedran to negotiate with Bedran’s insurance company for scope of work and payment associated with property damage to his residence located at 2338 Waters Edge Circle, Orlando, Florida 32817. The report explains that Timothy Cox was paid \$5,748.76. The report explains on February 16, 2016, Timothy Cox was issued permit number T1600157 by the Orange County Building Department for a re-roof. The permit expired on August 16, 2016. The report explains that Ivan Bedran reported NCS placed materials on the roof, but had never returned to remove the existing roof and install the new roof. The report explains that Ivan Bedran reported that the materials on the roof damaged the roof even more resulting in additional leaks.

On *November 27, 2017*, I travelled to 2338 Woods Edge Circle, Orlando, Florida 32817, and obtained an affidavit from Ivan Telmo Bedran. Ivan Bedran reported that he and his wife, Carmen Bedran signed an assignment of benefits contract on December 9, 2015 with NCS after a storm. Ivan Bedran reported that his homeowner’s insurance company was Universal Insurance Company of North America, and their insurance benefit was paid to NCS in the amount of \$5,748.76 on December 24, 2015. Ivan Bedran reported that approximately two weeks later, roofing supplies were delivered to his house and placed on the roof. Ivan Bedran reported NCS never returned to install the roofing supplies, ultimately causing additional damages to his roof because of the weight of the materials. Ivan Bedran reported that he hired another roofing company, Janney Construction Services, LLC to remove the materials from his roof. Ivan Bedran stated that Janney Construction Services, LLC placed a tarp on his roof, while he filed another insurance claim after Hurricane Irma passed through. Ivan Bedran reported his

roof has still not been replaced. I took a photograph of the front of Ivan Bedran's residence that shows the roof still is tarped.

It should be noted that the insurance company is withholding more than \$6,000.00 of the remaining insurance benefits pending the completion of the roof. The homeowner doesn't have access to her insurance benefits because of the assignment of benefits contract that NCS locked the homeowner into.

Susan Stillwell – 713 East Ct. Longwood, FL 32750 (Seminole)
Victim 2 - AOB Date December 21, 2015- Paid \$6,350.38 to NCS

On *May 23, 2017*, I, Detective Robert Jackson conducted an interview with Susan Marie Stillwell, at her residence located at 713 East Court, Longwood, FL 32750.

Susan Stillwell explained she signed the assignment of benefits Contract with Nationwide Catastrophe Services Inc. (NCS), on December 21, 2015, and still does not have her roof replaced, despite signing her insurance benefits in the amount of \$7,760.38 over to NCS. Susan Stillwell provided records and the following timeline of events.

- October 27, 2015, was the actual date of loss.
- Sometime in early December of 2015, NCS employee, Marybeth Kwiatkowski dropped off an advertisement flyer.
- December 21, 2015, after shopping around, determined NCS was the cheapest and called her back. Susan Stillwell signed the assignment of benefits contract.
- March 9, 2016, a check was issued in the amount of \$7,760.38, to Susan Stillwell, RP Funding, and Nationwide Catastrophe Services Inc.
- Sometime in the end of March-Early April- Marybeth picked up the check.
- August 30, 2016, no work had been completed so Susan Stillwell wrote a letter to Channel 9 news.
- September 21, 2016, Susan Stillwell received a call from Gary Wilkerson. She stated that Gary Wilkerson apologized for the roof not being replaced. He alleged that he had no idea she was still waiting on the roof. He stated that Tim Cox got on a heart transplant list and that Gary Wilkerson was trying to catch up on everything. Gary Wilkerson stated that he was a retired insurance adjuster. Gary Wilkerson explained to her that Missy Walker runs the company now. Susan Stillwell stated that she wanted her money back. Gary Wilkerson advised he was going to upgrade her shingles to architectural and do all the repairs.
- September 24, 2016, her story aired on Channel 9 news.
- Sometime in December of 2016, Todd Ulrich called Susan Stillwell to get an update and she replied that the roof was not replaced. Todd Ulrich followed up with some additional phone calls to NCS.
- December 23, 2016, after several attempts to obtain a refund from Missy Walker, she received a refund for her interior work in the amount of \$1,410.00, between two checks because she explained that she repaired the interior damage herself.

As of May 23, 2017, NCS is still in possession of \$6,350.38, of Susan Stillwells insurance benefits, and the work is still not completed. Susan Stillwell stated she wants her money back so she can get her roof fixed.

Susan Stillwell provided names and phone numbers of people she was dealing with within NCS, Marybeth Kwiatkowski (407) 463-4404; Gary Wilkerson (407) 406-3719; and Missy Walker NCSMissy@gmail.com.

Susan Stillwell provided her Universal Property & Casualty Insurance Company (800) 425-9113, Policy # **FSS 119.071(9)(b)** and claim # FL15-0122716.

Susan Stillwell provided a copy of her attorney's certified letter to Timothy Cox. She explained there was no response by Timothy Cox. She provided a copy of a City of Longwood, Building Permit Application. This application has Susan Stillwell as the Property Owner, Nationwide Catastrophe Services Inc. Timothy Cox CCC1327608 as the Contractor Company and the point of contact listed as Missy Jones (866) 566-1374, NCSMissy@gmail.com, and (407) 442-0653 as the fax number. This application was not signed. She also provided a Notice of Commencement which was also not signed and lastly, she provided a picture of the Wells Fargo Receipt showing that \$1,410.00 was refunded to her and deposited into her account.

I, Detective Robert Jackson photographed the front of her check that was issued by Universal Property & Casualty, a copy of the assignment of benefits, letter from Channel 9 news. She provided a business records certifications for these records.

On *May 25, 2017*, I spoke with Universal Property & Casualty Special Investigations Supervisor Jennifer Marty. I explained to her that Nationwide Catastrophe Services Inc. still has not replaced the roof and she stated, they did not know that. Investigations Supervisor Marty explained that they last had communications with Susan Stillwell in March of 2016, when they sent the check out to her.

On *May 25, 2017*, I received the claim file and a copy of the check from Special Investigative Supervisor Jennifer Marty.

On *August 10, 2017*, I received an email from Susan Stillwell who lived at 713 East Ct, Longwood. She explained that she sold her residence to a Kari Lyke on July 17, 2017. She explained that she had to take about a \$10,000.00 loss on the sale due to the roof needing replacement. She explained she notified Kari Lyke that NCS kept the insurance money and never replaced the roof. She explained that Kari Lyke is currently in the process of replacing the roof.

It should be noted that the insurance company paid 100% of the insurance benefit up front to NCS.

Veronica Hollis - 2429 Harbor Town Drive, Kissimmee, FL, 34744 (Osceola)
Victim 3 - AOB Date August 7, 2015 - Paid \$5,970.34 to NCS

Records indicate that Veronica Hollis paid NCS her insurance benefit in the amount of \$8,524.52 on July 29, 2016. Her narrative explains on August 8, 2015, she filed a claim for damages to her roof with Florida Family Insurance Company through Nationwide Catastrophe Services Roofing and Construction.

On September 9, 2015, NCS was issued a check from the insurance company in the amount of \$5,970.34. They cashed the check and decided it was not enough money. NCS litigated the Insurance Company for additional money. Veronica Hollis explained this process took a year and on July 7, 2016, they reached a resolution and an additional check in the amount of \$1,554.18 was issued to NCS. Veronica Hollis explained since then she has tried repeatedly to contact NCS to no avail. Veronica Hollis explained she has made multiple phone calls and sent them several emails without success. Veronica Hollis explained on January 19, 2017, she received an email from NCS promising to fix her roof, however, they never did. Veronica Hollis explained she has never heard from them since. Veronica Hollis provided the contact information for Missy Walker Jones. ncsmissy@gmail.com and (904) 210-7959.

On August 22, 2017, I spoke with Veronica Hollis who advised she still has the check in her possession for \$1,554.18. She explained she is 67 years old and had a news story on Channel 9 News that aired in June 2017. She explained she still has not heard from NCS and her roof has not been repaired.

On September 12, 2017, I received a call from Veronica Hollis. She advised she now doesn't have a roof after Hurricane Irma came through. I advised her to contact her insurance company and tell them what previously happened and since that damage, another storm passed through.

It should be noted the insurance company paid a second check in the name of Veronica Hollis and NCS in the amount of \$1,554.18 to be paid to NCS upon completion of the roof. The check cannot be cash by Veronica Hollis without the endorsement of NCS.

Brian McLarnon – 3891 Kingston Oaks Cove, Oviedo, FL, 32765 (Seminole)
Victim 4 - AOB Date January 11, 2016 - Paid \$15,500.00 to NCS

On December 7, 2017, I, Detective Robert Jackson received records from DBPR Investigator Specialist II, Paul Uzialko regarding three victims of Nationwide Catastrophe Services Inc. The records for Brian McLarnon indicate that a complaint submitted by the homeowner, Brian McLarnon, alleged that Timothy Cox, failed to initiate roof work as contracted after receiving his insurance check. A report completed by DBPR Investigator Paul Uzialko explained that on January 11, 2016, Timothy Cox contracted with Brian McLarnon to negotiate with McLarnon's insurance company for scope of work and payment associated with property damage. The DBPR report reflected that NCS placed roofing materials at Brian McLarnon's property on July 3, 2016 and no work was completed and no money was returned. The report reflects that the damaged roof is located at 3891 Kingston Cove, Oviedo, FL 32765. The report explains that Timothy Cox was paid \$15,580. The report reflected that a permit was applied for on September 13, 2016, by Timothy Cox for a reroof at 3891 Kingston Oaks Cove, Oviedo, FL 32765.

An affidavit dated July 18, 2017, signed by Brian McLarnon, was obtained by DBPR Investigator Uzialko. The affidavit explained that on January 11, 2016 he signed a contract with NCS to install a new roof. Brian McLarnon reported that on March 21, 2016, his insurance company, Florida Farm Bureau, issued a check for \$15,500.00 in Brian and Cathy McLarnon's name and NCS's name. Brian McLarnon reported that NCS collected the check in early April and advised him that they would pull a permit and have a crew they're within two weeks.

Brian McLarnon reported that at the end of the second week, he called NCS and spoke to the person who signed his contract, Russel Rieke and he said that they would be starting the following week. Brian McLarnon reported that nothing happened so he called again and was told that there was an issue getting the permit due to the fact that Seminole County recently changed from manual submissions to online applications. Brian McLarnon reported that he was calling multiple times per week and the weeks turned to months with no action or correspondence from NCS.

Brian McLarnon reported that on July 3, 2016, the roofing material was delivered and placed on his roof with the promise they would start after the holiday. Brian McLarnon reported that the next week went by and he was told it was too hot for crews to do the roof and they were waiting for cooler weather. Brian McLarnon reported more weeks passed with no communication and he continued calling. Brian McLarnon reported eventually he spoke to Gary Wilkerson or CJ sometime in September or October and was told the owner was sick and they would get back to work the following week. Brian McLarnon reported then Hurricane Matthew passed through in October and an unknown amount of the material blew off the roof and some disappeared. Brian McLarnon reported over the next few months he continued to get excuses and no work was completed. Brian McLarnon reported in January 2017, he asked for the money to be returned via voicemail but never received a returned call.

On *December 12, 2017*, I Detective Jackson spoke with Brian McLarnon and he stated since Hurricane Irma passed through more damage was sustained to his roof. Brian McLarnon stated that the material NCS placed on his roof is still there and is now causing his roof to sag. Brian McLarnon reported his roof is still damaged and his roof is leaking. Brian McLarnon reported his insurance company has since dropped him and now has a new insurance company.

It should be noted that the insurance company paid 100% of the insurance benefits up front to NCS.

Ian Werth – 7138 Rampart Way, Pensacola, FL, 32505 (Escambia)
Victim 5 - AOB Date March 30, 2016 - Paid \$10,995.46 to NCS

This case was investigated by Detective Brian Smith, from the Florida Bureau of Insurance Fraud, Pensacola Field Office. Florida Bureau of Insurance Fraud Case #17-1231.

This matter is based on information received from Ian Werth, a homeowner in Escambia County, Florida. Werth contacted the Bureau of Insurance Fraud (BIF) after contacting the Florida Attorney General's Office to file a complaint against Nationwide Catastrophe Services Inc., and its owner Timothy Matthew Cox. On or about March 26, 2016, the roof to Werth's residence was damaged due to a storm with high winds. On or about March 30, 2016, Werth was contacted by a salesman with Nationwide Catastrophe Services Inc. who stated they could fix the damage to his roof and deal with his insurance company directly. Werth signed an Assignment of Benefits and Direct Pay Authorization (AOB) form, and an insurance claim was filed with his insurer, Federated National Insurance. A check was written in the amount of \$10,995.46 to Ian Werth, his wife Hayley Werth, and Nationwide Catastrophe Services. The check was signed and turned over to Nationwide Catastrophe Services which was deposited into the business account with Regions Bank on or about June 14, 2016. However, as of January 22, 2018, no repairs have been made to Werth's damaged roof. Cox's company has issued no refund to Werth, and communication with the company was discontinued. Werth's insurance company issued a full payment for the repairs and as a result he has been unable to afford to fix the roof.

Ina Stephens, - 1800 Carlton Drive, Arlington, TX 76015 (Tarrant)
Victim 6 - AOB Date April 6, 2016 - Paid \$7,296.51 to NCS

On December 9, 2017, Detective Justin Trzepacz with the Arlington, Texas Police Department contacted me, Detective Robert Jackson and reported he was investigating Nationwide Catastrophe Services Inc. and had an elderly victim named, Ina Stephens with a date of birth of April 30, 1927. Detective Trzepacz provided me the Arlington Police Department reports related to his victim paying the insurance benefit received from the State Farm Insurance Company to NCS for a new roof and never had any services rendered.

Detective Trzepacz report reflects he received multiple documents from Ina Stephens including:

- One business card with the company name of *Nationwide Catastrophe Services: Roofing and Construction*, a personal name on the business card of "Chris Collins" who listed his title as "territory manager", and his cell phone number as 813-767-3263.
- One handwritten receipt from Nationwide Catastrophe Services (NCS) indicating that NCS had received one check from Ina Stephens/*State Farm* for the amount of \$7,296.51 to be used for "materials", the receipt was dated 04/08/16.
- One "Contract for Services" and a "Direct Pay Authorization" form (all together on a single piece of paper) with the name and logo of Nationwide Catastrophe Services. Also on the contract and direct pay authorization was Ina Stephens name, house address, State Farm policy number, Ina's signature for direct payment, and the signature of Chris Collins as the agent for NCS.
- One collateral damage checklist from NCS, outlining the damage and needed repairs to Ina's roof.
- Documents from State Farm indicating that they received Ina's insurance claim for roof repair/replacement and a letter from the State Farm adjusters, Alyssa Clarendon, who handled the claim and inspected Ina's roof.
- A copy of the front of the original check issued to Ina Stephens from State Farm in the amount of \$7,296.51, dated 04/06/2016, with bank account number [REDACTED] routing number [REDACTED] and check number 621678.
- A copy of the back of the original check with a signature purporting to be that of Ina Stephens in the endorsement box of the check, and the handwritten words below Ina's signature of "Pay to Nationwide Catastrophe Services", as well as a stamp that says, "Nationwide Catastrophe Services, Inc.-For Deposit Only".

Detective Trzepacz report reflects he met with Ina Stephens and she reported on or about March 17, 2016, a severe hail storm came through the Arlington area. The hail caused significant damage to the roof her house as well as many of her neighbor's roofs. Approximately a day or two after the hail storm an individual named Chris Collins who said he worked for Nationwide Catastrophe Services (NCS) knocked on her door and asked if he could inspect her roof. Collins explained to Ina he believed that she may be entitled to a new roof as a result of the damage caused by the hail storm. Collins inspected Ina's roof and told her that he found significant hail damage, and then instructed Ina to file a

claim with her insurance company for a new roof, which Ina did. A few days later State Farm insurance adjuster Alyssa Clarendon met with Ina and two representatives from NCS, one being Chris Collins and another unknown white male, at Ina's house. Clarendon inspected Ina's roof and agreed with NCS that Ina's home qualified for a new roof. State Farm issued check number 621678 to Ina Stephens for \$7,296.51 to cover the cost of a new roof for her house. Clarendon handed the check directly to Ina on 04/06/2016. Ina said that she subsequently and immediately handed over the check to the two representatives of NCS who were also there with her and Clarendon, as the NCS representatives told Ina that they needed the money to purchase supplies and materials to install her new roof. The two NCS representatives told Ina that they would be back the following day (04/07/2016) to start installing her new roof. However, the following day nobody from NCS showed up, so Ina called Chris Collins. Collins told Ina that he was stuck at a job in Wylie, TX but would be over there in the next few days to start working on her roof. After about a week nobody from NCS had shown up to start working on the roof. Ina called Collins again but he did not answer. Ina attempted to call Collins on numerous occasions for the next few months but Collins never answered his phone or returned any of Ina's voicemails. To this date Ina has received neither a refund for the check she gave to NCS or a new roof, thus she has suffered a financial loss of \$7,296.51.

Detective Trzepacz report reflects he asked Ina if anybody else, besides the two men from NCS and Alyssa Clarendon, were with her or were involved in the process of getting the new roof. Ina said that her grandson who lives with her, Nicholas ("Nick") Drake, was there for some of the meetings and inspection, and also met with the NCS representatives. Detective Trzepacz reported he contacted Nick via his cellphone @ 682-712-5878, to discuss the incident. Nick said he was present for a portion of the process and that he does remember meeting the two NCS representatives on 04/06/17.

Nick then informed Detective Trzepacz that after NCS disappeared with his grandmother's money he did some research on NCS and was able to locate one of the two NCS employees that was present on 04/06/17 at the meeting where his grandmother received the check from State Farm and then immediately handed it over to NCS. Nick said that one of the two men from NCS had a very distinctive tattoo of an octopus on his right forearm. Nick said that he is highly interested in tattoos and that he and the NCS representative with the octopus tattoo had a face-to-face conversation about tattoos at the meeting on 04/06/17. Therefore, while Nick could not recall that NCS representative's name (specifically, whether he was the person who introduced himself as Chris Collins or if he went by another name), Nick does distinctly remember that NCS representative's face and octopus tattoo. Nick informed me that he did a *Facebook* search for "Nationwide Catastrophe Services Inc." in which he located a post by a person named "Missy Walker" that says, "My company can help you! Nationwide Catastrophe Service, Inc....". In that post is also a picture of five individuals, three of whom have a shirt on with the NCS logo on it. Nick said that he immediately recognized the male in the middle of the photograph, wearing a light blue shirt with the NCS logo on the upper left portion of the shirt as one of the two NCS representatives that took his grandmother's check. Nick said that he immediately recognized this individual's face and the distinctive octopus tattoo on his right forearm, which is visible in the picture, as the person he met and spoke with at his grandmother's house on 04/06/17. In this *Facebook* photograph that individual is tagged as "Mark Marlar". A search of the *Facebook* profile page of "Mark Marlar" revealed numerous other pictures of the same individual; in several of those pictures "Marlar's" right forearm is visible and the distinctive octopus tattoo can be seen. Nick said that he is 100% positive that the individual who goes by "Mark Marlar" on *Facebook* is one of the two NCS employees his grandmother gave the check to. Nick also said that if shown a picture of the second NCS employee, he believes he would recognized/remember his face too.

Detective Trzepacz report reflects he then met Carl Marroquin, a representative for State Farm agent Jerry Normand's office. Jeremy Normand is Ina's local State Farm agent who handled and helped process her claim for the new roof. Carl pulled up Ina's account and confirmed that Ina had and still does have an active policy with State Farm, under policy #: FSS 119.071(9)(b). Additionally, Carl said that Ina did make claim, reference claim #: 43-836L-364, for a new roof as a result of damage incurred on 03/17/2016 and that claim was paid out on 04/06/2017 in the form of a check in the amount of \$7296.51, reference check number 621678. Carl also informed me that standard procedure at State Farm, which was followed for Ina's claim, is for the adjuster, in this case Alyssa Clarenton, to hand the check directly to the policy holder (i.e. Ina Stephens). Carl confirmed that per the case notes on file, Alyssa did hand over the check to Ina on 04/06/17 at the time of the initial inspection. Additionally, Alyssa had made a note in Ina's claim file the an NCS representative by the name of "Nick Ruby" (no other information on this individual) was present when she met with Ina. Detective Trzepacz report reflects he showed Carl the copy of the check that Ina had given him as evidence and he confirmed that was the same check in her claim file; moreover, that copy is one that his office provided Ina with after she contacted them about possibly being scammed out of a roof. Carl also told me that Alyssa Clarenton, has been with State Farm for "a long time". Detective Trzepacz report reflects Alyssa is a mobile adjuster, thus she is not local but rather travels all over the country to areas affected by natural disasters where State Farm has high volumes of claims, and Alyssa supplements the manpower of State Farm's local adjusters. This is why she was in North Texas and handled Ina's insurance claim after the large hailstorm in March of 2016. Carl provided a phone number for Alyssa @ 312-882-2402.

Pamela Fincham - 3286 Galleon Avenue NE, Palm Bay, FL 32905 (Brevard)

Victim 7 - AOB Date May 5, 2016 - Paid \$2,732.05 to NCS

On May 22, 2017, I, Detective Robert Jackson spoke with Homeowners Choice Property & Casualty Insurance Company, Special Investigator Tamiko Gibson. She explained that she interviewed the homeowner, Pamela Fincham, regarding claim number 862303. Investigator Gibson stated that the homeowner Pamela Fincham filed a claim on April 4, 2016, signed a contract on May 5, 2016, with General Manager Russell Rieke, (407) 470-5264. Investigator Gibson stated the insurance company sent out an adjuster and agreed the roof needed to be repaired. They completed an estimate of \$8,714.61, to replace the roof.

Estimate: \$8,714.61; Less Depreciation: \$3,482.56 (To be paid after job is complete)

Less Deductible: \$2,500.00 (Supposed to be paid by the homeowner)

Remaining Balance: \$2,732.05 (Check that was paid third party from insurance company to lender and homeowner)

On May 25, 2017, I, Detective Robert Jackson interviewed Pamela Fincham at her residence located at 3286 Galleon Avenue NE, Palm Bay, FL 32905, regarding her Homeowners Choice Property & Casualty, Policy # FSS 119.071(9)(b) Claim # 862303.

I reviewed records Pamela Fincham provided me. Pamela Fincham reported the following events.

- April 1, 2016, was the actual date of loss that occurred from wind damage.
- April 5, 2016, Pamela Fincham reported the claim to Homeowners Choice Insurance Company.
- April 15, 2016, adjuster responded to the residence and completed estimates for the damage.

- Approximately the 2nd week of April 2016, Nationwide Catastrophe Services Inc. advertised at her residence.
- April 15, 2016, Pamela Fincham received the check from Homeowners Choice Insurance Company in the amount of \$2,732.05.
- May 5, 2016, Pamela Fincham signed the assignments of benefits with NCS Representative Floyd Gagliotti. Gagliotti waived the required \$2,500 deductible.
- Sometime in the middle of May 2016, Floyd Gagliotti, picked up the check in the amount of \$2,732.05 and she made him sign for it. He listed his address as Palm Bay Bayside Lakes, Forest Gleen SE, 32909. The check was written to Pamela Fincham and JP Morgan Chase Bank.
- Approximately June 12-14, 2016, Pamela Fincham spoke with an unknown female office worker who passed a message to have Gary call.
- Approximately June 14, 2016, Gary, called from (407) 317-7835. Gary spoke to Pamela Fincham's daughter. Gary advised the business was being sold and said the job would be started July 1, 2016.
- August 2, 2016, a permit was pulled by an unknown representative from NCS. The cost for the permit was \$106.50.
- October 2016, somebody named Stallworth called from (904) 515-8493. He advised he would be taking over and Pamela hasn't heard anything since.

Pamela Fincham stated at this point she just wanted her money back to hire somebody new. She mentioned different names of people from NCS that she communicated with throughout the process. The list is as follows:

General Manager – Russell Rieke (407) 470-5264; Project Manager – Floyd Gagliotti (321) 339-6725; Gary (Unknown Last Name) – (407) 317-7835; Stallworth (Unknown) – (904) 515-8493.

It should be noted that the insurance company is withholding more than \$6,000.00 of the remaining insurance benefit pending the completion of the roof that the homeowner doesn't have access to because of the assignment of benefits contract that NCS locked the homeowner into.

Terry W. Sims and Vicky Sims - 6742 Ferri Circle, Port Orange, FL 32128 (Volusia)
Victim 8 - AOB Date May 25, 2016 - Paid \$11,500.00 to NCS

On July 5, 2017, I, Detective Robert Jackson met with Port Orange Police Department Detective Tom Yovanovich. He provided me a business record certification and his case file for POPD Case # 170002155 victim, Terry W. Sims.

Records for Terry W. Sims, include a notarized witness statement, a receipt for a certified letter that was sent to NCS by Terry W. Sims that was received but had no response, a copy of the letter from Terry W. Sims, a copy of an uncashed check from Nationwide Catastrophe Services to Terry Simms in the amount of \$2,500.00, an estimate from Compass Adjusting Services, Inc., notice of commencement, a check from St. Johns Insurance Company, Inc. in the amount of \$11,500.00, an advertisement from Justin Lyon, a letter from US Bank, a letter from St. Johns Insurance Company,

NCS assignment of benefits, Waters Edge HOA Records, and Regions Bank Records Copies showing the cashed check for \$11,500.00 by NCS. I spoke with Terry Simms and he acknowledged that his roof was not fixed and agreed to prosecute.

Terry W. Sims explained that when he provided the check to the NCS representative for \$11,500.00, he was handed a check back from the NCS representative in the amount of \$2,500.00, that he never cashed. The memo section of the check reads "Customer Hold Back" and is signed by Melissa Jones. I asked Mr. Sims why he didn't cash the check and he explained he didn't feel he had rights to it. No work was ever completed by NCS.

It should be noted that the insurance company paid 100% of the insurance benefit up front to NCS.

Louis A. Bell – 6737 Ferri Circle, Port Orange, FL 32128 (Volusia)
Victim 9 – AOB Date May 25, 2016 - Paid \$5,579.46 to NCS

On July 5, 2017, I, Detective Robert Jackson met with Port Orange Police Department Detective Tom Yovanovich. He provided me a business record certification and his case file for POPD Case # 170001596, victim, Louis A. Bell.

The records for Louis A. Bell, include notarized witness statements, notice of commencements, Nationwide Catastrophe Services W-9, a copy of a check in the amount of \$11,746.23 from American Strategic Insurance Company "ASI", a copy of a check from PNC Bank personal check for \$5,579.46 from Louis A. Bell to Nationwide Catastrophe Services, Advertising Contract, Advertisement showing Richard Lyon's name and number (860) 630-0332, assignment of benefits Contract, Shingle Upgrade Letter, Regions Bank Records Copies showing cashed check. I spoke with Louis Bell and he acknowledged that his roof was not fixed and agreed to prosecute. No work was ever completed by NCS.

Louis A. Bell explained that he received the check from ASI in the amount of \$11,746.23, but he deposited it into his bank account and wrote a personal check for half of the amount contracted for \$5,579.46, which was cashed by NCS.

It should be noted that the insurance company is withholding more than \$5,000.00 of the remaining insurance benefit pending the completion of the roof that the homeowner doesn't have access to because of the assignment of benefits contract that NCS locked the homeowner into.

Kenneth Patrick Byrnes – 1836 Afshin Ct, Port Orange, FL 32128 (Volusia)
Victim 10 - AOB Date May 27, 2016 - Paid \$15,393.50 to NCS

On December 7, 2017, I, Detective Robert Jackson received records from DBPR Investigator Specialist II, Paul Uzialko regarding three victims of Nationwide Catastrophe Services Inc. The records for Kenneth Byrnes indicate that a complaint submitted by the homeowner, Kenneth Byrnes, alleged that Timothy Cox, NCS failed to initiate roof work as contracted after receiving his insurance check. A report completed by DBPR Investigator Paul Uzialko explained that on May 27, 2016, Timothy Cox, NCS contracted with Kenneth Byrnes to negotiate with Byrnes's insurance company for scope of work and payment associated with property damage for his residence located at 1836 Afshin Ct, Port Orange, FL 32128.

The DBPR report reflected that no work was completed by NCS. The report reflects that Timothy Cox, NCS was paid \$15,393.50. The report reflected that no permit was obtained by Timothy Cox for 1836 Afshin Ct, Port Orange, FL 32128.

An affidavit dated November 14, 2017, signed by Kenneth Byrnes, was obtained by DBPR Investigator Uzialko. Kenneth Byrnes reported that he assigned a contract to replace his roof on May 27, 2016, due to wind damage. Kenneth Byrnes reported NCS cashed his insurance check in August of 2016 in the amount of \$15,393.50. Kenneth Byrnes reported after that there was no communication with NCS. Kenneth Byrnes reported he called the salesman with no response until a few weeks went by then the salesman advised Kenneth Byrnes he was no longer working for NCS. Kenneth Byrnes reported he called NCS hundreds of times over the next few weeks and got in touch with someone around November who that told him the job would be done soon. Kenneth Byrnes reported after about eight weeks someone came and removed the solar pool heater from his house and then no contact again. He was told that person left the company as well.

Kenneth Byrnes reported that he continued to call and look for Timothy Cox and only found a PO Box. Kenneth Byrnes reported he contacted someone again in the summer of 2017 and this person explained the difficulty the company was having and promised to get his roof done. Kenneth Byrnes reported he continued to call that person approximately numerous times, until his phone was disconnected.

On *December 8, 2017*, I, Detective Robert Jackson spoke with Kenneth Byrnes and he confirmed that he has not been contacted by NCS.

It should be noted that the Security First Insurance Company is withholding more than \$3,000.00 of the remaining insurance benefit pending the completion of the roof that the homeowner doesn't have access to because of the assignment of benefits contract that NCS locked the homeowner into.

Darrell and Rebecca Richey – 6710 Ferri Circle, Port Orange, FL 32128 (Volusia)
Victims 11 - AOB Date May 31, 2016 - Paid \$8,721.08 to NCS

On *May 31, 2017*, at approximately 10:00 A.M., Detective Anderson and I, Detective Robert Jackson interviewed Rebecca Lynn Richey at her residence located at 6710 Ferri Circle, Port Orange, FL 32128.

Rebecca Richey advised that Nationwide Catastrophe Inc., collected their insurance benefit in the amount of \$8,721.08 from a claim filed with Security First Insurance Company, without replacing their roof. Rebecca Richey provided a business records certification for records she collected throughout the process. The records were copied and the originals were returned to Rebecca Richey.

The following documents were provided:

- Nationwide Catastrophe Services Inc. Assignment of Benefits, Copy of Front and Back of Security First Insurance check, notice of commencement, HOA Letter, Mortgage Company Worksheet for Homeowners, Security First Letter, Security First Estimate, Premier Adjusting Email, Two business cards.
- The Assignment of Benefits (AOB) shows that the homeowners are Darrell Richey and Rebecca Richey. It shows the date of loss as May 17, 2016, and the deductible is \$1,000.00. The homeowners signed the AOB on May 31, 2016.

- The Security First Insurance Company check was made out to Becky and Darrel Richey, Nationwide Catastrophe Services, and Freedom Mortgage, in the amount of \$8,721.08.
- The notice of commencement form was not notarized but it says Single Family Home, Re-Roof the existing roof, the property address of 6710 Ferri Circle, Port Orange, FL 32128.
- Nationwide Catastrophe Services is listed as the contractor with 7212 Dr. Phillips Blvd., Orlando, FL 32819 as the address and (386) 795-7108 as the phone number.
- The Water's Edge at Port Orange Homeowner's Association, Inc. letter reflects that they approved the roof replacement request.
- A Nationwide Catastrophe Services Roofing and Construction Mortgage Company Worksheet for Homeowners advises the homeowners to use this worksheet when calling to open the claim with their mortgage company. An email address listed is rlyon1154@gmail.com. There is information that says they will need on hand when you call to open the claim; amount of check "\$8,721.08", Items from your insurance estimate; Date of loss 5/17/16; Cause of loss "wind" is circled.
- A letter from Security First Insurance Company to Becky Richey dated, December 30, 2016, reflects that Security First Insurance Company and Premier Adjusting Services, Inc. are handling the claim. The policy number is **FS§ 119.071(9)(b)** and the claim number is 53765.
- Security First Insurance Company letter dated, July 21, 2016, reflects that the Gross loss was \$11,418.06, less recoverable depreciation in the amount of \$1,696.98, less the \$1,000.00 deductible, which shows the payment in the amount of \$8,721.08.
- Premier Adjusting & Catastrophe Services Inc. estimate.

Rebecca Richey provided me with two Nationwide Catastrophe Services Inc. business cards. One for Connell Stallworth (904) 515-8493 and Richard Lyon (860) 558-1374. On the back of both cards, Missy Jones name and phone number is listed as (904) 240-7959.

On June 2, 2017, I received records and an audio from Security First Insurance Company, Jennice Vazquez, about Policy **FS§ 119.071(9)(b)** and Claim #53765. The records and audio are regarding the claim filed for their roof damage by Darrell and Rebecca Richey.

It should be noted that the insurance company is withholding \$1,696.98 of the remaining insurance benefit pending the completion of the roof that the homeowner doesn't have access to because of the assignment of benefits contract that NCS locked the homeowner into.

James "Jim" Koth – 1282 Harms Way, Port Orange, FL 32129 (Volusia)
Victim 12 – AOB Date June 9, 2016 - Paid \$6,199.63 to NCS

On June 15, 2017, I, Detective Robert Jackson received records from DBPR Investigation Specialist II, Paul Uzialko about his case files for five victims of Nationwide Catastrophe Services Inc. The records for Jim Koth indicated that a complaint submitted by the homeowner, Jim Koth, alleged that NCS, failed to initiate roof work as contracted after receiving an initial down payment. A report completed by DBPR Investigator Paul Uzialko reflects that on June 9, 2016, NCS contracted with Jim Koth to negotiate with Koth's insurance company for scope of work and payment associated with Hurricane Matthew damage to his residence located at 1282 Harms Way, Port Orange, FL. The report explains that NCS was paid \$6,199.63.

An affidavit dated December 5, 2017, signed by Jim Koth, was obtained by DBPR Investigator Uziako. The affidavit indicates that he was contacted by Justin Lyon, NCS representative who offered to inspect his roof. Justin Lyon said he found creased and lifted shingles. Mr. Koth stated he received a check from his insurance company and it was paid to NCS. The affidavit indicates he has not heard from NCS and no work has been done. The affidavit reflects his residence has substantial damage and can't get it repaired because the claim was paid to NCS.

It should be noted that the Security First Insurance Company is withholding more than \$2,000.00 of the remaining insurance benefit pending the completion of the roof that the homeowner doesn't have access to because of the assignment of benefits contract that NCS locked the homeowner into.

Scott Sanders- 1853 Forough Circle, Port Orange, FL, 32128(Rental Property) (Volusia)
Victim 13 - AOB Date June 29, 2016 - Paid \$5,266.54 to NCS
Reported by Guy Thompson, Tallahassee Attorney General's Office- Citizen Services

On November 17, 2017, I, Detective Robert Jackson received a call from Guy Thompson from the Tallahassee Attorney General's Office, Citizen Services who advised he received the follow complaint:
Internet Complaint Received by the Attorney General's Office on October 2, 2017.

- Scott Sanders
705 Tipperary Dr
Acworth, GA, 30102
Phone: (386) 589-8296
Email: ssanders@hotmail.com
- Name/Firm/Company: Nationwide Catastrophe Services
Subject/Category: Roofing Company
Street Address: 7512 Dr Phillips Blvd STE 50-938
City: Orlando, FL 32819-5420 Orange
Phone: (866) 556-1374
Date of Transaction: 08/24/2016
Amount Paid: \$5,266.54
- Questions/Comments:
Cell Phone for Tim Cox (407) 914-7678. I saw ad for Nationwide Catastrophe Services for roof replacement. I contact Richard Lyons (no longer) with the company and began the process with insurance to get the roof replaced. After the claim was approved I was sent the check from USAA and instructed by Richard to send the check directly to Nationwide Insurance Services. There was a delay due to our HOA and shingle selection approval. By this time, I was dealing with Missy Walker-Jones. After months of contact with her, she indicated that she was no longer working with NCS and gave me the contact info for Gary Wilkerson who was taking over her role. I have had off and on contact with Gary for over 6 months with no resolution in sight. I believe Gary is no longer with NCS as well. I have tried multiple times to call Tim Cox, the owner, with no return call either. I would like to get the insurance money back as we are now in more desperate need for a new roof due to the hurricane. This is for a home we own

at 1853 Forough Circle, Port Orange, FL 32128. We currently live in Acworth, GA and rent this home out.

On *November 21, 2017*, I received multiple emails from Scott Sanders (SGSanders@hotmail.com), that contained records regarding NCS. Scott Sanders included email correspondence between NCS Employee Richard Lyon and himself. A copy of his NCS assignment of benefits contract and NCS Mortgage Information Release and Direct Pay Authorization, a copy of the front and back of USAA Insurance Check # 0015721154, valued at \$5,266.54, endorsed to Marjorie K. Sanders and Scott G. Sanders and JP Morgan Chase Bank NA as well as a copy of Scott Sanders Georgia Driver's License. A claim call in sheet that shows a date of loss of May 17, 2016 and explains line by line what the homeowner should report to this insurance company.

On *November 27, 2017*, I received an affidavit from Scott Sanders. Scott Sanders reported he was sent the contact info of Nationwide Catastrophe Services (NCS) by his former neighbor.

Scott Sanders reported his former neighbor indicated they had dropped off information throughout the neighborhood indicating they may be able to get a new roof due to wind/storm damage. Scott Sanders reported his neighbor indicated a lot of the homes in the neighborhood were having roofs replaced and that it might be worth checking out.

Scott Sanders reported he called the number and spoke with Richard Lyon, the sales agent at that time. Scott Sanders reported since they do not live at the house in Port Orange they coordinated everything by phone and email. Scott Sanders reported Richard Lyon sent him the documents he would need to provide USAA Insurance Company to begin the claim process. Scott Sanders reported he then reached out to USAA Insurance Company and filed a claim, whereby they assigned an adjuster to come out and evaluate the roof.

Scott Sanders reported there was enough wind damage that the adjuster recommended a roof replacement. Scott Sanders reported he was then sent the initial check by USAA Insurance Company for \$5,266.54. Scott Sanders reported Richard Lyon indicated he would need to endorse the check and send it to NCS so they could begin work. Scott Sanders reported he sent the check in mid-August of 2016 and it was deposited before the end of August.

Scott Sanders reported there were some delays on our end due to shingle selection and HOA approved options. Scott Sanders reported by the time this was solved in late 2016, Richard Lyon was no longer with the company and he was now working with Missy Walker-Jones. Scott Sanders reported she was much more accessible via phone and continued to indicate that the job would be completed but they were very backed up with work. Scott Sanders reported after months of this continued response Missy Walker-Jones left the company and provided him with a new point of contact, Gary Wilkerson. Scott Sanders reported Gary Wilkerson again assured him that the project would be done. Scott Sanders reported Gary Wilkerson did not realize at first they had already paid the initial, \$5,266.54, for the project. Scott Sanders reported once this was discussed he was more reassuring that the work would be done.

Scott Sanders reported at some point during late Spring/early Summer 2017 Gary Wilkerson indicated to him that he did not have control over the funds and an attorney was involved in issuing the funds before they could begin each job. Scott Sanders reported, eventually Gary Wilkerson indicated to him that he was no longer working directly with NCS but would try to help get our roof completed. Scott Sanders

reported right after Hurricane Irma he contacted Gary Wilkerson and he indicated that he was on his way back to Florida from Missouri and would be in contact with a way to get the money back from NCS. Scott Sanders reported since that discussion he has not been able to get a hold of Gary Wilkerson to find out how to do that.

Scott Sanders reported that he has made numerous calls to Timothy Cox with no response. Scott Sanders reported he has also reached out periodically to Missy Walker-Jones to see if she had a way to get in touch with them or knew of a way to get the money back. Scott Sanders reported she provided him with their contact info but had no other helpful information.

Scott Sanders reported after the hurricane he reached out to USAA Insurance Company to file a second claim as a new roof is now needed even more. Scott Sanders reported he has had ongoing discussions with them as to how to move forward, with no resolution yet.

It should be noted that the insurance company is withholding more than \$3,000.00 of the remaining insurance benefit pending the completion of the roof that the homeowner doesn't have access to because of the assignment of benefits contract that NCS locked the homeowner into.

Li Meng – 32 Riverview Dr., Palm Coast, FL, 32164 (Volusia)
Victim 14 - AOB Date June 24, 2016 - Paid \$11,149.08 to NCS
Reported by Homeowners Step-Father, Resident Robert Warrene and Mother, Yu Jie Hugh

On August 28, 2017, I, Detective Robert Jackson received and reviewed a citizen complaint generated by Robert Warrene. The tip advises Li Meng engaged in an assignment of benefits contract with Nationwide Catastrophe Services on July 24, 2016. I called Robert Warrene and he advised he lives at the property, located at 32 Riverview Dr., Palm Coast, FL 32164. Robert Warrene advised his step son Li Meng is the actual owner of the home but is attending school out of state. He explained he is in the process of obtaining a power of attorney so he can handle this NCS situation locally. Robert Warrene explained that NCS collected the insurance check and deposited into their account, totaling \$11,149.08 that was issued by Security First Insurance Company. Robert Warrene further advised that on Thursday, August 31, 2017, he is going to meet with Tom Mayne from Claims Against Seniors which is an Attorney General's Office Organization. I requested he bring his records with him and have them email me a copy. Robert Warrene explained initially he was dealing with a salesman who collected his check but he could not remember the name. Robert Warrene explained that another salesman named Cornell Stallworth followed up with him after a while and never heard from him again. Robert Warrene explained after Hurricane Matthew came through more shingles were blown off his roof and he picked them up from the ground and placed them back onto his roof himself. He explained he left multiple messages with the NCS call service and he never received calls back. He explained he requested them to at least put a tarp on his roof and still no response.

On September 8, 2017, I received records in the mail from Robert Warrene on behalf of Meng Li. The records include a Security First Insurance Company letter dated August 1, 2016, that shows a payment to Meng Li and Nationwide Catastrophe Services, Inc. was paid in the amount of \$11,149.08. A letter dated August 4, 2017, from Florida Department of Business & Professional Regulation. The letter explains that his complaint on Timothy M. Cox was submitted for consideration by the Probable Cause Panel of the Construction Industry Licensing Board found probable cause to believe that the contractor violated applicable sections of Chapter 489, Florida Statutes. I have a front and back copy of the check

that was issued to Meng Li and Nationwide Catastrophe Services in the amount of \$11,149.08. I received a copy of the AOB Contract that was not signed by the homeowner. The date the Nationwide Catastrophe Services salesman signed the contract was July 22, 2016. The AOB shows the date of loss was May 4, 2016. An estimate was completed by Allied American Adjusting LLC.

On November 29, 2017, I, Detective Robert Jackson travelled to 32 Riverview Drive, Palm Coast, Florida, 32164, and obtained affidavits from Yu Jie Hugh and Robert Warrene. Yu Jie Hugh reported that her son Meng Li's name is on the deed but the house belongs to her and her husband, Robert Warrene. They advised they put the house in their son's name on the deed so he can have ownership of the house in the event of their deaths. Yu Jie Hugh reported they have complete power of attorney for address 32 Riverview Drive, Palm Coast, Florida 32164.

Robert Warrene reported that NCS Salesman, Richard Lyon knocked on his door on July 22, 2016, and said he noticed creased shingles on the roof. Robert Warrene reported that he could help them turn it into their insurance company, Security First if they sign the AOB. Robert Warrene reported they entered into the contract at that time.

Robert Warrene reported that Security First Insurance Company sent an adjuster and he determined they needed to replace the roof. Robert Warrene reported that Security First Insurance Company sent a check for \$11,149.08 on August 1, 2016. Robert Warrene reported Richard Lyon came back to the house to pick up the check and they told him to take it to his company, get it endorsed and return it, so they could deposit it back into their account and pay them 60% up front when they start the work. Robert Warrene reported Richard Lyon left with the check and never returned. Robert Warrene reported the check was deposited into NCS's account on September 8, 2016. Robert Warrene reported after the check was deposited, they never heard from NCS again despite making repeated calls to their office. Robert Warrene reported he provided all the records to me and no work was ever completed on their roof other than work he completed to prevent any water from entering their home. Robert Warrene reported that he reported this to the Better Business Bureau and the Department of Business and Professional Regulation.

It should be noted that the insurance company paid 100% of the insurance benefit up front to NCS.

Fritz Von Hirsch - 5004 Santa Barbara Ave, Titusville, FL 32780 (Brevard)
Victim 15 - AOB Date August 22, 2016 - Paid \$4,923.07 to NCS

On June 15, 2017, I, Detective Robert Jackson received records from DBPR Investigation Specialist II, Paul Uzialko about his case files for five victims of NCS. The records for Fritz Von Hirsch indicate that a complaint was submitted by homeowner, Fritz Von Hirsch, alleging that Timothy Cox, failed to initiate roof work as contracted after receiving an initial down payment. A report completed by DBPR Investigator Paul Uzialko explained that on August 22, 2016, Timothy Cox contracted with Fritz Von Hirsch to negotiate with Hirsch's insurance company for scope of work and payment associated with property damage to his 30-year-old roof located at 5004 Santa Barbara Avenue, Titusville, FL. The report explains that Timothy Cox was paid \$4,923.07. The report reflected that no permit was obtained and no work was completed. The report indicated that Fritz Von Hirsch stated that he wrote his personal account number on the back of the checks, however NCS took the checks and cashed them.

An affidavit dated June 20, 2017, signed by Fritz Von Hirsch, was obtained by DBPR Investigator Uzialko. The affidavit explained that on August 8, 2016 he signed a contract with NCS to install a new roof. Fritz Von Hirsch reported that the roof looked bad but was not leaking. Fritz Von Hirsch reported that the NCS Salesman was Russell Rieke and he asked him to put off some of the repairs because they were back logged because of Hurricane Matthew. Fritz Von Hirsch reported this went on until January 2017. He explained that Russell Rieke would periodically show up to ensure him that the contract would be honored. Fritz Von Hirsch reported that Russell Rieke told him that the work would start at the end of the following week, and he must have a check, so he and his wife, Barbara Von Hirsch endorsed the Modern USA Insurance Company check and it was cashed. Fritz Von Hirsch reported after the check was cashed by NCS, their attempts to contact were ignored. Frits Von Hirsch reported he is 86 years old and has a heart condition and his wife has cancer.

It should be noted that the insurance company paid 100% of the insurance benefit up front to NCS.

Sara and Jack Smith – 2600 Sandy Hollow Dr., Middleburg, FL 32068 (Clay)
Victim 16 - AOB Date September 21, 2016 - Paid \$4,854.55 to NCS in Cash

On December 7, 2017, I, Detective Robert Jackson received records from DBPR Investigator Specialist II, Paul Uzialko regarding three victims of Nationwide Catastrophe Services Inc. The records for Sara and Jack Smith indicate that a complaint submitted by the homeowner, Jack Smith, alleged that Timothy Cox, failed to initiate roof work as contracted after receiving his insurance money. A report completed by DBPR Investigator Paul Uzialko explained that on September 21, 2016, Timothy Cox contracted with Jack Smith to negotiate with Jack Smith's insurance company for scope of work and payment associated with property damage. The report reflects that the damaged roof is located at 2600 Sandy Hollow Dr., Middleburg, FL 32068. The report explains that Timothy Cox was paid \$4,854.00 in cash.

An affidavit dated November 15, 2017, signed by Sara Smith, was obtained by DBPR Investigator Uzialko. The affidavit explained that on September 21, 2016 that she and her husband, Jack Smith signed a contract with NCS to install a new roof for their rental property located at 2600 Sandy Hollow Dr., Middleburg, FL 32068. Sara Smith reported that a man named David Marlar came to their house at 3124 Hidden lake Cove, Middleburg, FL 32068. He talked to them about the roof installation and they signed the contract to replace the roof. Sara Smith reported their first payment to Nationwide Catastrophe Services was on January 20, 2017, in the amount of \$4,854.55. Sara Smith reported between the time of their first meeting and their first payment, they were in contact with David Marlar and he told them that the company was very busy due to a recent storm. Sara Smith reported David Marlar was soon let go from NCS and they were told to contact Missy Walker, who was David Marlar's boss.

Sara Smith reported that she and her husband called several times with no contact. Sara Smith reported they later learned that she was no longer with NCS and to contact Gary Wilkerson. Sara Smith reported she and her husband contact Gary Wilkerson and he explained that there is no money and if could get enough money he would do their roof. Sara Smith reported that Gary Wilkerson said he was a friend of Timothy Cox and was trying to continue running NCS while Timothy was ill. Sara Smith reported that they were never offered a refund and eventually hired another company to have the roof replaced. Sara Smith reported that NCS has not been in contact with she or her husband about the money they took in

cash. Sara Smith reported it has been a year since they first entered into an agreement with NCS and they have yet to provide a service or a refund.

On *December 8, 2017*, I, Detective Robert Jackson spoke with Sara Smith and she confirmed that she has not been contacted by NCS.

It should be noted that the GeoVera Insurance Company paid 100% of the insurance benefit up front to NCS.

William Kloppe - 2037 East Atmore Circle, Deltona, FL 32725 (Volusia)
Victim 17 - AOB Date October 12, 2016 - Paid \$4,428.10 to NCS

On *May 26, 2017*, Lieutenant Laquanda Green and Detective Erik Anderson, travelled to 2037 East Atmore Circle, Deltona, to interview William Kloppe. William Kloppe stated the following:

On October 2016, Kloppe was out of town working when his house obtained wind damage. Kloppe contacted his insurance company, State Farm Insurance Company, and started a claim. Kloppe was told by State Farm Insurance Company to find a contactor to give him an estimate for repair. Kloppe was out of town for work and instructed his brother, Gerald Kloppe, to find a contactor. Gerald saw signs all over the neighborhood for Nationwide Catastrophe Services (NCS). Gerald contacted Russ Rieke, of NCS, and he came over to look at the roof. Gerald Kloppe entered an agreement for NCS to fix the roof and signed a contact , along with an assignment of benefits form.

State Farm Insurance Company sent an adjuster to inspect the damages and then issued a check for \$4,428.10 on October 25, 2016. William Kloppe gave Gerald Kloppe permission to act on his behalf when it came down to the repairs of his home and allowed him to endorse the back of the check. Gerald Kloppe provided the signed check to Rieke, who stated he would start working on the roof soon. William Kloppe stated no one ever showed up to work on the roof, so he called NCS and spoke with Gary Wilkerson. Wilkerson kept promising the roofing would start soon and the project would be completed by Christmas. Kloppe stated he told Wilkerson that he was going to contact the Attorney General's Office and file a complaint and Wilkerson said, those guys don't scare me.

By January 23, 2017, Wilkerson stopped answering the phone when William Kloppe called him. William Kloppe contacted the Attorney General's Office and case number 612 was created. William Kloppe contacted the Volusia County Sheriff's Office on March 15, 2017, and Deputy Charles took a statement and case 17-7138 was created.

NCS cashed the check and took the money, the roof was never replaced. Kloppe provided me a copy of the assignment of benefits, copy of the check, State Farm Insurance Company documents, copy of Volusia County Sheriff's Office report, and a timeline Kloppe created of the events.

Sefer and Pervin Mustafa - 4495 Fay Blvd., Cocoa, FL 32927 (Brevard)
Victim 18 - AOB Date October 18, 2016 - Paid \$2,384.07 to NCS

On *June 15, 2017*, I, Detective Robert Jackson received records from DBPR Investigation Specialist II, Paul Uziako about his case files for five victims of NCS. The records for Sefer and Pervin Mustafa indicate that a complaint submitted by the homeowner, Sefer Mustafa, alleged that Timothy Cox, failed

to initiate roof work as contracted after receiving an initial down payment. A report completed by DBPR Investigator Paul Uzialko explained that on October 18, 2016, Timothy Cox contracted with Sefer Mustafa to negotiate with Mustafa's insurance company for scope of work and payment associated with property damage to his residence located at 4495 Fay Blvd, Cocoa, Florida, 32927. The report explained that Timothy Cox was paid \$2,384.07. The report explained that a permit was not obtained and no work was initiated by Timothy Cox. The report explained that Sefer Mustafa contracted with David Keefe Roofing and Construction to repair the roof.

On November 27, 2017, I travelled to 4495 Fay Blvd, Cocoa, Florida 32927, and obtained an affidavit from Sefer Mustafa. Sefer Mustafa reported that he filed an insurance claim through Allstate Insurance Company via Castle Key Insurance on his own and was issued a check. Sefer Mustafa reported his neighbor referred him to NCS and NCS Salesman Russell Rieke responded. Sefer Mustafa (85 years of age) reported that he and his wife, Pervin Mustafa (80 years of age) signed an assignment of benefits contract on October 18, 2016, with NCS after Hurricane Mathew. Sefer Mustafa reported on October 18, 2016, he wrote a personal check to Nationwide Catastrophe Services Inc., and handed the check in the amount of \$2,384.07 directly to Russell Rieke. Sefer Mustafa reported NCS never returned to complete the re-roof. Sefer Mustafa reported after a couple of weeks with no communication he began to call NCS and left multiple messages with no response.

Sefer Mustafa reported while he was waiting for NCS to replace his roof, his roof began to leak very badly and mold began to grow. Sefer Mustafa reported after Hurricane Irma passed through he called another roofer who provided an estimate. Sefer Mustafa reported that he had to cancel his previous insurance claim to file another claim and his roof was then replaced by David Keefe Roofing. Sefer Mustafa reported he still owes David Keefe Roofing approximately \$3,000.00. Sefer Mustafa reported that the interior damages are still not fixed and the house still has mold and holes in the sealing. Sefer Mustafa reported he has already notified his insurance company and is still waiting to resolve this problem. I took photographs of the interior damages which reflects holes in the ceiling and mold.

It should be noted that the insurance company paid 100% of the insurance benefits up front to NCS.

Nicole "Nikki" A. Radzinski - 765 Bennet Rd, South Daytona, FL 32119 (Volusia)
Victim 19 - AOB Date November 8, 2016 - Paid \$2,453.74 to RRS

On June 15, 2017, I, Detective Robert Jackson received records from DBPR Investigation Specialist II, Paul Uzialko about his case files for five victims of Nationwide Catastrophe Services Inc. and Restoration Response Services Inc. The records for Nikki A. Radzinski indicate that a complaint submitted by the homeowner, Nikki A. Radzinski, alleged that Timothy Cox, failed to initiate roof work as contracted after receiving an initial down payment. A report completed by DBPR Investigator Paul Uzialko explained that on November 15, 2016, Timothy Cox contracted with Nikki Radzinski to negotiate with Radzinski's insurance company for scope of work and payment associated with property damage to her residence located at 765 Bennett Road, South Daytona, FL 32119. The report explained that Timothy Cox was paid \$2,453.74. The report indicated that no permit was pulled for the property and no work was performed.

An affidavit dated June 9, 2017, signed by Nicole Radzinski, was obtained by DBPR Investigator Uzialko. Nikki Radzinski reported that she hired Restoration Response Services (RRS) to work on her roof, for damages caused by Hurricane Matthew. Nikki Radzinski reported that she signed a contract

with RRS on November 8, 2016, with Chris Welch, now former project manager for RRS. Nikki Radzinski reported on November 21, 2016, she wrote a personal check to RRS for the first portion of the cost in the amount of \$2,453.74 and the check was cashed on November 29, 2016. Nikki Radzinski stated several weeks past and there was a communication issue with Chris Welch. Nikki Radzinski reported that she didn't have a tarp on her roof and growing concerns about further damage because they were having lots of rain. Nikki Radzinski reported that she began communicating with Gary Wilkerson. Nikki Radzinski reported that over several weeks Gary Wilkerson gave her many excuses as to why there was no tarp on her roof and why the roof replacement hadn't started. She reported Gary Wilkerson gave her a start date of December 12, 2016, blaming delays on backorders on shingles and then he gave her a start date of January 26, 2017, but he couldn't confirm because he "couldn't get a production crew to call him back." Nikki Radzinski reported that she told Gary Wilkerson that she would formally request her money back if they didn't follow through and he responded with "we don't break contracts".

Nikki Radzinski reported that they had previously submitted a Green Sky loan application through RRS, which Chris Welch assured her that it was legitimate. Nikki Radzinski reported that communication through Gary Wilkerson began to get difficult and eventually he texted her that the start date was January 31, 2017. Nikki Radzinski reported that the remaining amount of money would have to be paid in the amount of \$3,130.00 once the shingles were delivered. Nikki Radzinski reported that the dumpster and shingles were never delivered. Nikki Radzinski reported that no permit was ever pulled.

Nikki Radzinski reported she made several attempts to contact Timothy Cox with negative results. She reported she contacted Chris Welch again and he informed her that he no longer worked for RRS. She explained she contacted Rual Brown, RRS Finance Manager and he informed her he no longer worked for the company and told her to contact Missy. Nikki Radzinski reported she believes that RRS never had any intention of started the job.

Nikki Radzinski reported she has made persistent attempts to sue RRS and Timothy Cox in small claims court but have reached several road blocks due to multiple or invalid addresses. She reported to date she has spent \$375.00 in small claims fees. She reported this has been an "incredibly stressful and emotional taxing situation" and wouldn't wish this on anyone else. 1, Detective Robert Jackson, confirmed with Nikki Radzinski that no work has been completed by NCS.

It should be noted that the insurance company paid 100% of the insurance benefit up front to Nikki Radzinski. She paid a separate check to RRS and still has \$1,800.00 which has not been paid to RRS. The Security First Insurance Company does not have any funds remaining for her claim.

Additional Investigative Activity

Witness - Michael Welch (No Longer in NCS Contract)

On June 5, 2017, I spoke with complainant Michael Welch (386)299-0836, who advised he got out of the contract with Nationwide Catastrophe Services because the check from the insurance company was not completed properly. He explained that the check didn't go through because his wife's name wasn't printed on the check. He explained he got out of the Nationwide Catastrophe Contract and is no longer dealing with them. Mr. Welch explained he would contact me again after speaking with some

neighbors he suspects that may have been victimized by NCS. In addition, he explained he is the HOA President for his neighborhood.

Witness - Detective Tom Yovanovich – Port Orange Police Department

On June 12, 2017, I received a business record certification, and an audio recorded interview from Detective Tom Yovanovich of Timothy Cox, former owner of Nationwide Catastrophe Services Inc. I also received two copies of Port Orange Police Reports for Case #'s 170001596 and 170002155. These reports contain two victims that paid their insurance money to Nationwide Catastrophe Services Inc., but have not had their roofs replaced. Audio Recorded Interview of Timothy Cox by Port Orange Police Department Detective Tom Yovanovich.

Witness - Sandi Jernigan from Senior Vs. Crime (Attorney General's Office Program)

On August 12, 2017, I, Detective Robert Jackson received a call and records from Sandi Jernigan from Senior vs. Crime about regarding NCS victim, Veronica Hollis. She explained Veronica Hollis has done business with NCS, however no work has been completed despite insurance money being paid.

The records indicated that she paid Nationwide Catastrophe Services Inc. her insurance benefit of \$8,524.52 on July 29, 2016. Her narrative explained that on August 8, 2015, she filed a claim for damages to her roof with Florida Family Insurance Company through Nationwide Catastrophe Services Roofing and Construction.

On September 9, 2015, Nationwide was issued a check in the amount of \$5,970.34. They cashed the check and then decided that it was not enough money. NCS litigated the Insurance Company for additional money. She explained this process took a year and on July 7, 2016, they reached a resolution and an additional check in the amount of \$1,554.18 was issued to Nationwide. She explained since then she has tried repeatedly to contact Nationwide to no avail. She explained she has made multiple phone calls and sent them several emails without success. She explained on January 19, 2017, she received an email from Nationwide promising to fix her roof, however, they never did. She explained she has never heard from them since. She provided the contact information for Missy Walker Jones as ncsmissy@gmail.com and (904) 210-7959.

Witness - Detective Julian Elmazi – Volusia County Sheriff's Office

On June 12, 2017, I, Detective Robert Jackson received a business record certification, records, and audio recorded interviews from Detective Julian Elmazi of Timothy Cox, former owner of Nationwide Catastrophe Services Inc., Gary Wilkerson, current owner of Nationwide Catastrophe Services Inc., and Missy Jones, former employee of Nationwide Catastrophe Services Inc. I also received a copy of a check from State Farm Insurance Company. The check was for the roof replacement for William Kloppe's residence. The report reflects that the roof was never replaced by NCS.

I, Detective Robert Jackson reviewed the audio recordings and it appears Timothy Cox was blaming Missy Jones for falling behind on all the work, while Timothy Cox was out sick. Missy Jones explained that it was Timothy Cox's fault because when she was behind on the work she asked Timothy Cox what to do and he told her that he didn't know what to do. After reviewing the Gary

Wilkerson audio, it appears that he was attempting to obtain money from attorneys to complete the work.

Witness – Department of Business & Professional Regulation, Investigator Paul Uzialko – Division of Regulation

On June 13, 2017, I, Detective Robert Jackson spoke with DBPR Investigator Paul Uzialko who advised he has a parallel investigation on Nationwide Catastrophe Services Inc. He explained once he is done with his investigation he will forward the records to me to add to my case. He provided the following list of victims.

- FS 119.071(9)(b) – **Jim Koth**, 1282 Harms Way, Port Orange
- FS 119.071(9)(b) – **Sefer Mustafa**, 4495 Fay Blvd., Cocoa
- FS 119.071(9)(b) and 2017-007182 – **Nikki Radzinski**, 765 Bennett Rd., South Daytona
- FS 119.071(9)(b) – **William Kloppe**, 2037 Atmore Cir., Deltona
- FS 119.071(9)(b) – **Carmen and Ivan Bedran**, 2338 Woods Edge Cir., Orlando
- FS 119.071(9)(b) – **Fritz Von Hirsch**, 5004 Santa Barbara Ave., Titusville
- FS 119.071(9)(b) – **Rebecca Richey**, 6710 Ferri Cir., Port Orange

On June 15, 2017, I, Detective Robert Jackson received records from DBPR Investigation Specialist II, Paul Uzialko about his case files for five victims of Nationwide Catastrophe Services Inc. d/b/a Restoration Response Services Inc. The five cases are for the following victims:

- **Nikki A. Radzinski**, 765 Bennet Rd. South Daytona, FL 32119 (810) 406-9519
- **Ivan and Carmen Bedran**, 2338 Woods Edge Circle, Orlando, FL 32817 (407) 683-9887 and (407) 683-9847
- **William Kloppe**, 2037 Atmore Circle, Deltona, FL 32738 (386) 532-3588
- **Sefer Mustafa**, 4495 Fay Blvd, Cocoa, FL 32927 (321) 305-6530
- **Jim Koth**, 1282 Harms Way, Port Orange, FL 32129 (386) 316-1769

These records include the reports from Investigation Specialist II, Paul Uzialko, affidavits, estimates, some text messages, assignments of benefits, bank records, copies of checks, and miscellaneous records pertaining to the homeowners. Investigation Specialist II, Paul Uzialko advised he would provide more reports once they are completed.

I, Detective Robert Jackson spoke with each of the victims listed above and provided them my contact information and advised them Division of Investigative and Forensic Services is investigating NCS. None of them have had their roofs replaced by NCS and have not communicated with the company in months.

On July 3, 2017, I, Detective Robert Jackson received additional records from DBPR Investigator Paul Uzialko. The records include a notarized statement from Victim William and Kristina Kloppe, Investigative Report for Victims Rebecca Richey and Fritz Von Hirsch.

On August 28, 2017, I, Detective Robert Jackson requested a subpoena from the Office of Statewide Prosecution for bank records on Regions Account #'s FS§ 119.071(5)(b) On August 29, 2017, the Office of Statewide Prosecution issued and served the Regions Bank Subpoena.

Witness – Melissa Kay Jones AKA Melissa Kay Walker, AKA Missy Jones – Former Nationwide Catastrophe Services Manager

On February 28, 2018, Assistant Statewide Prosecutor John Roman and I, Detective Robert Jackson conducted a sworn recorded interview of Melissa Kay Jones at the Jacksonville Statewide Prosecutors Office, located at 1300 Riverplace Blvd., Ste. 405, Jacksonville, Florida 32207. Melissa Kay Jones was subpoenaed to appear for the interview in reference to her former employment with Nationwide Catastrophe Services Inc.

Melissa Kay Jones advised at the direction of Timothy Matthew Cox, she handled the northeast part of the state surrounding the Jacksonville, Florida area and was employed by NCS for more than two years until she resigned in February of 2017. Melissa Kay Jones advised once Timothy Matthew Cox became ill she began managing the entire company. Melissa Kay Jones advised NCS had three offices located in Tampa, Orlando, and Jacksonville.

Melissa Kay Jones advised prior to her employment with NCS she was in the roofing industry selling shingles at a supply house and was asked to work for NCS by Gary Wilkerson. Melissa Kay Jones advised her expertise was dealing with the supply houses and negotiating the costs down for roof shingles. Melissa Kay Jones advised Gary Wilkerson and Timothy Matthew Cox interviewed her in Jacksonville and she accepted the position. Melissa Kay Jones advised she agreed to receiving payment in the amount of \$1,175.00 weekly and a monthly bonus of \$2,000.00 from NCS. Melissa Kay Jones advised she was the only employee in the Jacksonville office when she started. Melissa Kay Jones advised she hired Connell "CJ" Stallworth and her son in law, David Marlar as independent contractor salesman for the Jacksonville area. Melissa Kay Jones advised she believed she took the place of Gary Wilkerson and he went out of state to Arkansas but he was still involved with NCS and was receiving a paycheck.

Melissa Kay Jones advised she had access to NCS's Regions bank accounts as an authorized signer as well as a debit card holder. Melissa Kay Jones advised she only used the money for business purchases that were authorized by Timothy Matthew Cox. Melissa Kay Jones advised she paid for business matters in the Jacksonville area, unless it was for a supply house outside of her area. Melissa Kay Jones advised the supply houses had her debit card information on file and would rarely swipe her debit card. Melissa Kay Jones advised most of her purchases were done over the phone. Melissa Kay Jones advised she believed Timothy Matthew Cox had approximately five debit cards and his daughter Dana may have had one, but she was not associated with NCS as an employee.

Melissa Kay Jones advised she and the installers were being paid partially by payroll service, Frank Crum and partially by hard checks signed by Melissa Kay Jones but authorized by Timothy Matthew Cox. Melissa Kay Jones advised she paid the payroll for all the employees by sending a spreadsheet to Timothy Matthew Cox and he would approve it and tell her to write the checks. Melissa Kay Jones advised the split between Frank Crum and hard checks was always different and Timothy Matthew Cox would tell her the split. Melissa Kay Jones advised her \$2,000.00 bonus was always a hard check and towards the end of her employment she didn't take her bonus because there was no money in the account. Melissa Kay Jones advised the installers were always paid a hard check for their "tool rental use". Melissa Kay Jones advised she would pay Frank Crum cashier checks from Regions Bank Account.

Melissa Kay Jones advised the Tampa office employees were Nicholas "Nick" Ruby and Christopher "Chris" Welch, whom she has never met in person. Melissa Kay Jones advised Nick Ruby and Chris Welch were being paid weekly by Melissa Kay Jones at the direction of Timothy Matthew Cox. Melissa Kay Jones advised she didn't know what work they were doing but were still getting paid. Melissa Kay Jones advised she did know they were sent by Timothy Matthew Cox to Texas after a hail storm and were being paid their salary and had a furnished apartment paid by NCS. Melissa Kay Jones advised their tolls, gas, cell phones, food and vehicle wrapping were paid by NCS. Melissa Kay Jones advised she believed Nick Ruby may have had a debit card as well. Melissa Kay Jones advised she eventually advised them their services were no longer needed and let them go. Melissa Kay Jones advised she sent Connell Stallworth to Texas with permission from Timothy Matthew Cox to assist with the jobs in Texas.

Melissa Kay Jones advised the Orlando office employees were Linda Pentz, Rual Brown, Jarrell Clemmons, Richard Lyons, Justin Lyons, and Russell Rieke. Melissa Kay Jones advised Linda Pentz was the office person, Rual Brown who grew up with Timothy Matthew Cox she didn't know what he did, Jarrell Collins who was working for Restoration Response Services Inc. but was being paid from the NCS account, and the remaining were salesman. Melissa Kay Jones advised the salesman were all 10-99 employees and were paid \$250.00 per contract they signed. Melissa Kay Jones advised once the first insurance check came in the salesman were paid 10% of the first check and depending on the salesman, were paid 5% - 7% of the final check.

Melissa Kay Jones advised she would sometimes deposit incoming checks at the Regions bank locally in Jacksonville but 90% of the checks were mailed to the PO Box in Orlando for Timothy Matthew Cox to deposit. Melissa Kay Jones advised only Timothy Matthew Cox had access to the PO Box. Melissa Kay Jones advised she knew Timothy Matthew Cox was seeking "supplements" from attorneys who sued insurance companies after the jobs were completed but she advised she did not agree with it and did not take part in that. Melissa Kay Jones advised that she thought the attorneys were getting an additional \$10,000.00 for each roof and then dividing it in half with Timothy Matthew Cox. Melissa Kay Jones advised any money received from the attorneys was sent directly to Timothy Matthew Cox. Melissa Kay Jones advised Timothy Matthew Cox was working with two attorneys for supplements, Trujillo and Vargas and Jay Arnesen. Melissa Kay Jones advised attorney Michael Lanier was representing Timothy Matthew Cox for criminal defense and was referring roofing customers to NCS.

Melissa Kay Jones advised she was aware the Orlando office was behind on approximately fifteen jobs but didn't know how that how it happened. Melissa Kay Jones advised after Timothy Matthew Cox got sick there wasn't enough money in the bank accounts to cover those jobs. Melissa Kay Jones advised she would handle old jobs as she could but any new jobs coming in the money was used for them. Melissa Kay Jones advised she offered to send installers down to the Orlando area but Timothy Matthew Cox didn't want that. Melissa Kay Jones advised Timothy Matthew Cox would never discuss money with her. Melissa Kay Jones advised she felt there were employees who were receiving pay and not producing any work and told Timothy Matthew Cox that and he replied that none of his employees can say he didn't pay them. Melissa Kay Jones advised she eventually told employees their services were no longer needed. Melissa Kay Jones advised Timothy Matthew Cox used a notepad to keep track of his jobs and said 100% Timothy Matthew Cox knew that he was behind on jobs in Orlando.

Melissa Kay Jones advised an average sized roof would cost \$2,000.00 to \$3,000.00 to install. Melissa Kay Jones advised NCS would profit approximately \$1,000.00 on each roof and they were averaging the installation of two roofs per week. Melissa Kay Jones advised the amount charged for the roofs was based on a square count. Melissa Kay Jones advised the normal process for jobs was after the contract comes in, NCS would obtain a permit, order materials, order the crew, order a dumpster, have the jobs completed, file a certificate of completion, and file an invoice.

Melissa Kay Jones advised towards the end of her employment at NCS she would release customers from their contract and would refund the money because she knew they couldn't complete the jobs. Melissa Kay Jones advised Timothy Matthew Cox wouldn't release anybody from their contracts and didn't know she was doing that. Melissa Kay Jones advised after the hurricane hit in October, Timothy Matthew Cox told her to get customers signed up but she advised she didn't do that because there was no money in the bank and roofs were not being installed.

After a short review of debit card purchases, Melissa Kay Jones advised she thinks the card she had with her name on it ended with the last four FS§ 119.071(5)(b) FS§ 119.071(5)(b). Some of the purchases included Gulf Eagle Supply in the Tallahassee area, and advertisement on a sports radio channel in Jacksonville which according to Melissa Kay Jones was approved by Timothy Matthew Cox. Other cards discussed are as follows:

Card FS§ 119.071(5)(b) purchases from Publix, Disney, Joseph Ministries, Craigslist, and Legal Shield. Melissa Kay Jones advised all of these purchases would have been from Timothy Matthew Cox. Melissa Kay Jones advised that Timothy Matthew Cox was donating a lot of money to the Joseph Prince Ministries which is an Evangelists Ministry.

Card FS§ 119.071(5)(b) purchases from Salon Dulay in Windermere, Florida, Chili's Grill & Bar. Melissa Kay Jones advised all of these purchases may have been from Timothy Matthew Cox's daughter Dana Smith.

Card FS§ 119.071(5)(b) purchases from Netflix, Brighthouse, JGE Beacon, Personal Mini Storage, and ABC Supply. Melissa Kay Jones advised all of these purchases would have been from Timothy Matthew Cox except the supply houses may have had the card on file for the purchase of roofing supplies.

Card FS§ 119.071(5)(b) FS§ 119.071(5)(b) purchases from Hair Cuttery, Splitsville Bowling Alley in Downtown Disney, Downtown Disney, Southwest Airlines, Touch of China, and Best Buy. Melissa Kay Jones advised all of these purchases would have been from Timothy Matthew Cox.

Card FS§ 119.071(5)(b) purchases from Brighthouse, Roof Order (Ariel Photos for Roof Estimates), JGA Beacon, Disney, and Spirit Airlines. Melissa Kay Jones advised all of these purchases would have been from Timothy Matthew Cox.

Card FS§ 119.071(5)(b) FS§ 119.071(5)(b) purchases from Disney, Lake County Board of Commissioners, Home Depot, and Hair Cuttery. Melissa Kay Jones advised all of these purchases would have been from Timothy Matthew Cox.

Melissa Kay Jones was asked about money that was withdrawn from the Regions Bank account using her driver's license and she advised she has never used her driver's license to take cash out and have

never withdrawn cash from the NCS account. Melissa Kay Jones advised the only money drawn from the bank was cashier's checks for Frank Crum.

Melissa Kay Jones advised she believes Timothy Matthew Cox was being paid a salary from NCS, approximately \$1,500.00 to \$2,000.00 per week.

Witness – Linda Liquori-Pentz – Former Nationwide Catastrophe Services Office Assistant

On *May 9, 2018*, Assistant Statewide Prosecutor John Roman and I, Detective Robert Jackson conducted a sworn recorded interview of Linda Liquori-Pentz at the Lake County State Attorney's Office, located at 550 West Main Street, Tavares Florida 32778. Linda Liquori-Pentz was subpoenaed to appear for the interview in reference to her former employment with Nationwide Catastrophe Services Inc.

Linda Liquori-Pentz advised she was hired by Timothy Cox from a Craigslist add as an office worker and worked there from 2014 to 2016. Linda Liquori-Pentz advised her responsibilities increased throughout the two-year period. She advised her responsibilities began with answering phone calls, filing paperwork, accountability of incoming checks, and ultimately paying employees paychecks.

Linda Liquori-Pentz advised her office was located at 13640 W. Colonial Drive, Suite J. Winter Garden, Florida. Linda Liquori-Pentz advised she was the only office person in the Orlando area and kept track of all of the contracts that came in from the outside sales people. Linda Liquori-Pentz advised all of the other employees worked in the field and she would see them on occasion. Linda Liquori-Pentz advised employees she remembers are Gary Graves, Rual Brown, Russ Rieke, Mary-Beth Kwiatkowski, Richard Lyon, Justin Lyon, Gary Wilkerson, Jarrell Clemmons, Missy Walker-Jones, Nicholas Ruby as well as another female in Tampa.

Linda Liquori-Pentz advised her responsibilities included Nationwide Catastrophe Services Inc. and Restoration Response Inc. and the employees were paid through payroll services, Southeast Leasing and after Timothy Cox was arrested for a worker's comp fraud, the payroll service was changed to Frank Crum because Timothy Cox's rates increased.

Linda Liquori-Pentz advised her paycheck was paid through the payroll service with the exception of a check paid to her monthly by Timothy Cox for the use of her cell phone for business purposes and her medical insurance. She advised when she started with the company she was paid \$450.00 for the cell phone and medical insurance and that increased to \$950.00 less the taxes, withheld by Timothy Cox throughout her employment.

Linda Liquori-Pentz advised the remaining employee checks were paid partially by the payroll service and partially by checks from Timothy Cox. Linda Liquori-Pentz advised, Frank Crum checks paid to the employees were approximately \$100.00 and the remaining of their paychecks were paid directly from Timothy Cox. Linda Liquori-Pentz advised Timothy Cox told her he was required to log the employee's hours with approximately 10 to 20 hours for each employee.

Linda Liquori-Pentz advised Timothy Cox was responsible for ordering roofing supplies, ordering the crews, and getting the permits. Linda Liquori-Pentz advised she was making sure all the paperwork was in order from the customers and the notice of commencements were signed by the homeowners.

Linda Liquori-Pentz advised she never had signature authority over the accounts but was given a checkbook, a stamp with Timothy Cox's name, and a credit card number on a piece of paper to order office supplies.

Linda Liquori-Pentz advised Timothy Cox had her writing checks and depositing them into his wife/ girlfriend's account, Dana Smith. Timothy Cox also had her deposit money into his best friend's account, Gary Wilkerson. Linda Liquori-Pentz advised she was paying checks weekly, approximately \$400.00, \$500.00, or \$600.00 to Dana Smith and she was not working with the company. Linda Liquori-Pentz advised she was also depositing money for his daughter and her boyfriend, Jarrell Clemmons. She advised the daughter, Julia Smith was paid approximately \$350.00 per week for tracking the bank accounts per Timothy Cox, and Jarrell Clemmons was getting weekly checks in the amount of approximately \$1,000.00 to \$1,200.00 per week and he was an outside salesman. Linda Liquori-Pentz advised she only remembers Jarrell Clemmons has only provided her with approximately five sales in the two-year period she worked there. She advised towards the end the check lowered to approximately \$500.00 to \$600.00 per week regardless if he was selling roofs or not. She advised an average sales person would sell at least two to three roofs per week.

Linda Liquori-Pentz advised Gary Wilkerson was getting paid separate checks that varied from \$350.00 to \$1,000.00 from Timothy Cox. She advised he would call and ask for money and Timothy Cox would give it to him. Linda Liquori-Pentz advised Gary Graves was making a total amount of approximately \$9,000.00 per month regardless if he was selling roofs or not. Linda Liquori-Pentz advised he was managing other sales people who were providing sales so he would be compensated bonuses for that. Linda Liquori-Pentz advised she deposited checks into Chris Welch's SunTrust Account and he was responsible for the Restoration Response Inc. company. Linda Liquori-Pentz advised she would also deposit money for Rual Brown as well but he would also come to the office and pick his checks up and he was not producing many sales.

Linda Liquori-Pentz advised her responsibilities were also to pay the rent for the office and other storage units Timothy Cox had. She advised the rent for the office space was approximately \$595.00 per month and a one point rented the space next door. Linda Liquori-Pentz advised after Timothy Cox was arrested for the Workers Comp Fraud his files were all removed from the office and placed into a storage unit by Rual Brown.

Linda Liquori-Pentz advised every contract they had, Timothy Cox would turn over the file to the attorney at Trujillo and Vargas after the last check was received so they could seek additional money. She advised a representative from Trujillo and Vargas would come by the office with stacks of checks and she would write checks to them for the work they were doing to get the additional funds. She advised the amount was a percentage based on the checks received by Nationwide Catastrophe Services Inc. Linda Liquori-Pentz advised each check received from the attorneys was at least \$5,000.00 and the checks she was writing to Trujillo and Vargas was approximately \$1,000.00.

Linda Liquori-Pentz advised she was aware of roofs that were not completed and they would use Timothy Cox's heart condition as an excuse. Linda Liquori-Pentz advised she could not confirm if he really did have a heart condition because he stopped coming around but he said he did. Linda Liquori-Pentz advised there were approximately twenty roofs that were not complete as well as a couple in Texas. Linda Liquori-Pentz advised she thinks Timothy Cox would focus more of the roofs that were

Witness - Sherrie M. Elmahmoud, a Certified Criminal Financial Analyst assigned to the Orlando Bureau of Statewide Prosecution, completed a financial analysis of the following bank records:

Regions Bank Account no.: **FS§ 119.071(5)(b)** a business checking account in the name of Timothy M. Cox, Nationwide Catastrophe Services, Inc.

The records analyzed covered the time period of July, 2015 through December, 2016. The records included signature cards, monthly bank statements, deposits and withdrawal slips, and cancelled checks. The monthly bank statements included the following records: deposits, checks, ACH debits, ACH credits, debit card transactions for debit card numbers (last 4 digits): **FS§ 119.071(5)(b)** **FS§ 119.071(5)(b)** and bank credits and fees.

The Affidavit completed by Detective Robert Jackson with the Department of Financial Services, Bureau of Insurance Fraud, alleged that Timothy Cox, in the name of NCS, received payments from the alleged victims or the alleged victims' insurance companies for roof repairs or replacements, and never completed the contracted work.

Analyst Elmahmoud completed a Summary of Financial Analysis of deposits and withdrawals that occurred in Regions Bank Account **FS§ 119.071(5)(b)** **FS§ 119.071(5)(b)** during the period of 09/19/15 through 12/19/16. The Summary confirms the following:

Timothy Cox received a total of \$126,705.26 from the alleged victims or the alleged victim's insurance companies in this case.

A total of \$3,002,571.21 was deposited into Regions Bank Account no.: **FS§ 119.071(5)(b)** **FS§ 119.071(5)(b)** **FS§ 119.071(5)(b)** during the period of 09/19/15 through 12/19/16. Over eighty percent (80%) of the deposits were check payments received from individuals, businesses, and insurance companies for services provided by NCS.

A total of \$3,050,903.19 was withdrawn from Regions Bank Account no. **FS§ 119.071(5)(b)** **FS§ 119.071(5)(b)** during the period of 09/19/15 through 12/19/16. Check withdrawals, totaling \$1,239,304.84, were the largest amount of withdrawals. Fifty-six percent (56%) of the checks were used to pay employees or contractors. An additional six percent (6%) was used to pay Frank Crum, Inc., an outsourced payroll company.

Check withdrawals totaling \$76,878.98, were refunded to individuals and businesses for services provided by NCS.

A total of \$45,929.66 in cash withdrawals were withdrawn from ATM, bank teller, or personal checks.

There were four (4) debit cards used on the account during the period of 09/19/15 to 09/19/16. (DC# **FS§ 119.071(5)(b)** **FS§ 119.071(5)(b)** **FS§ 119.071(5)(b)**)

A total of \$17,719.15 was spent on entertainment expenses utilizing DC#s **FS§ 119.071(5)(b)** **FS§ 119.071(5)(b)** Entertainment transactions include, but are not limited to, Chili's Tijuana Flats, AMC movies, Epcot, Splitsville Luxury Lanes, Texas Roadhouse, etc.

A total of \$57,518.43 was spent on consumer goods, services, and donation expenses utilizing DC#s FS§ 119.071(5)(b) Consumer goods and services transactions include, but are not limited to, Joseph Prince Ministries, Publix, Walmart, personal healthcare insurance, RaceTrac, etc.

II. LIST OF WITNESSES

Robert Jackson, Detective

Department of Financial Services/Bureau of Insurance Fraud
400 W. Robinson St. S823
Orlando, FL 32801

Mark Johnson, Detective

Department of Financial Services/Division of Insurance Fraud
400 W. Robinson St. S823
Orlando FL 32801

Tom Yovanovich, Detective

Port Orange Police Department
4545 Clyde Morris Blvd.
Port Orange, FL 32129

Dara Couch, Detective

Elder Financial Fraud
Tarrant County Criminal District Attorney's Office
401 W. Belknap, 9th Floor
Fort Worth, TX 76196

Levi Johnson, Subpoena Processing Specialist

Regions Bank
Legal Processing Section
201 Milan Parkway
Birmingham AL 35211

Melissa Kay Jones, Witness

Former NCS Employee
14788 Fern Hammock Dr.
Jacksonville, FL 32258

Nikol A. Radzinski, Victim

765 Bennet Rd.
South Daytona, FL 32119

William Kloppe, Victim

2037 Atmore Circle,
Deltona, FL 32738

Jim Koth, Victim

1282 Harris Way,
Port Orange, FL 32129

Scott Sanders, Victim

705 Tipperary Drive,
Acworth, GA 30102

Pamela Fincham, Victim

3286 Galleon Avenue NE,
Palm Bay, FL 32905

Rebecca Richey, Victim

6710 Ferri Circle,
Port Orange, FL 32128

Terry Sims, Victim

6742 Ferri Circle,
Port Orange, FL 32128

Kenneth Byrnes, Victim

1836 Ashlin Court,
Port Orange, FL 32128

Ian Werth, Victim

7138 Rampart Way,
Pensacola, FL 32505

Brian Smith, Detective

Department of Financial Services/Bureau of Insurance Fraud
610 E. Burgess Rd.
Pensacola, FL 32504

Julian Elmazi, Investigator

Volusia County Sheriff's Office
1691 Providence Blvd.
Deltona, FL 32725

Justin Trzepacz, Detective

Arlington Police Department
620 W. Division Street
Arlington, TX 76011

Paul Uzialko, Investigator

Florida Department of Business & Professional Regulation
400 West Robinson Street, Suite N802
Orlando, FL 32801

Linda Lignori-Pentz, Witness

Former NCS Employee
3007 Lorimer Ct.
Groveland, FL 34736

Robert Warrano, Reporter on Behalf of Victim Meng Li

32 Riverview Dr.
Palm Coast, FL 32164

Ivan and Carmen Bedras, Victim

2338 Woods Edge Circle,
Orlando, FL 32817

Sefer Mustafa, Victim

4495 Fay Blvd.,
Cocoa, FL 32927

Veronica Hollis, Victim

2429 Harbor Town Drive,
Kissimmee, FL 34744

Susan Stillwell, Victim

1664 Wild Fox Drive,
Castleberry, FL 32707

Fritz Von Hirsch, Victim

5104 Sabra Barbara Avenue,
Titusville, FL 32780

Louis Allen Bell Jr, Victim

6737 Ferri Circle,
Port Orange, FL 32128

Brian McLarnon, Victim

3891 Kingston Oaks Cove,
Oviedo, FL 32765

Sara and Jack Smith, Victim

3124 Hidden Lake Cove,
Middleburg, FL 32068

Ina Stephens, Victim

1806 Carlton Drive,
Arlington, TX 76015

CONCLUSION OF INVESTIGATION

Payment for the victim's roofs were received by NCS and Timothy Cox's disbursements to his girlfriend, daughter, her boyfriend, payments for consumer goods, donations, and services resulted in insufficient funds to complete the roofs for the named victims.

The investigation has revealed Timothy Matthew Cox Violated the following State Statutes:

F.S. 895.03(3), Racketeering, which states in part:

(3) It is unlawful for any person employed by, or associated with, any enterprise to conduct or participate, directly or indirectly, in such enterprise through a pattern of racketeering activity or the collection of an unlawful debt.

"Racketeering activity" is defined as to commit, to attempt to commit, to conspire to commit, or to solicit, coerce, or intimidate another person to commit:

(a) Any crime that is chargeable by petition, indictment, or information under the following provisions of the Florida Statutes and/or US Code:

To wit: Chapter 812 relating to theft and robbery.

"Enterprise" means any individual, sole proprietorship, partnership, corporation, business trust, union chartered under the laws of this state, or other legal entity, or any unchartered union, association, or group of individuals associated in fact although not a legal entity; and it includes illicit as well as licit enterprises and governmental, as well as other, entities.

"Pattern of racketeering activity" means engaging in at least two incidents of racketeering conduct that have the same or similar intents, results, accomplices, victims, or methods of commission or that otherwise are interrelated by distinguishing characteristics and are not isolated incidents, provided at least one of such incidents occurred after October 1, 1977, and that the last of such incidents occurred within 5 years after a prior incident of racketeering conduct.

F.S. 812.014 Theft, which states, it is unlawful to knowingly obtain, use, or endeavor to obtain or use, the property of another person with the intent to either temporarily or permanently deprive the other person of a right to the right or benefit of the property; or to appropriate the property to the use of another person not entitled.

NOTARIZATION



AFFIANT

Robert Jackson, Law Enforcement Detective
State of Florida
Department of Financial Services
Division of Investigative & Forensic Services
Bureau of Insurance Fraud

Sworn to and SUBSCRIBED
Before *MP*
This *17* day of June, 2018

HONORABLE MATTHEW FOXMAN
JUDGE OF THE CIRCUIT COURT
IN AND FOR
VOLUSIA COUNTY, FLORIDA

5351

Received: 2018-06-05 11:02:18 MSG-NBR: 00281 MNE: H48900295
ATTN: SYSTEM GENERATED HEADER

--JCIC HIT CONFIRMATION--

****HIT CONFIRMATION RESPONSE****

FROM: FL0640000 -

THE RECORD BELOW IS CONFIRMED

****WANTED PERSON****

FIRST NAME: TIMOTHY
MIDDLE NAME: MATTHEW
LAST NAME: COX
SEX:
DOB: 01/04/1964
SEX: M
CASE NO: 2018302392
CONFIRMER
FIRST NAME: SHANNON
LAST NAME: HALPHILL
CONFIRM AGENCY: VCISO
PHONE NO: 3867365962
FAX:
REMARKS: CONFIRM FELONY WRNY 2018191834 ISS 06.04.2018 BY JUDGE CRAIG FOR
RACKETEERING VIOLATION, GRAND THEFT X8. NO BOND. PLEASE ARREST/
PLACE HOLD/ADVISE WHEN HOLD HAS BEEN PLACED. PLEASE ADVISE ANY P
HYSICAL/MEDICAL CONSIDERATIONS AS WE WILL TRANSPORT. THANK YOU.

--END--

EXECUTED

LOCATION _____ IN POLK COUNTY
6 5 18 1246
MONTH DAY YEAR TIME

Grady Judd - Sheriff, Polk County, Florida

By: Harry [Signature]
DEPUTY SHERIFF MEMBER

**POLK COUNTY SHERIFF'S OFFICE
DEPARTMENT OF DETENTION
ARRESTING/TRANSPORTING OFFICER INFORMATION SHEET**

Date of Arrest: 6/5/2018 Time of Arrest: 10:15 AM Booking Number: _____ Arrest Zone: _____
 Name: Cox TIMOTHY MATTHEW Alias: TIM
 LAST FIRST MIDDLE
 Race: W Sex: M DOB: 1/14/64 HGT: 5'10 1/2 WGT: 245 SSN: FS§ 119.071(5)(a)(5) Hair: BLU
 City and State of Birth: QUANAH, TX United States Citizen? Yes No If not, what country? _____
 Address: 2410 RIO GRANDE VALLEY CT. KISSIMMEE FL 34759
 Street City State Zip
 Phone Number: (407) 914-7678 Scars, Marks, or Tattoos: SURVEY SAWS/OTC/STAY+POW Marital Status: SINGLE
 Employer/Occupation: TMC PARTNERS LLC Address: 23781 US HWY 27 #125 Phone Number: (407) 914-7678
 Emergency Contact: RODNEY COX Relation to Inmate: BROTHER
 Address: US 27/192 KISSIMMEE, FL Phone Number: (817) 946-259
 Religion: CHRISTIAN Attorney: N/A

Inmate's Property Items Secured (Do Not Include Evidence or Weapons)					
ITEM	QTY	DESCRIPTION	ITEM	QTY	DESCRIPTION
Shirt	1	BLUE TANK TOP	Medication		
Pants	1	BLUE SHORTS	Eyewear		
Dress			Key(s)		
Hat			Earring(s)		
Shoes			Ring(s)		
Cell Phone	1	SAMSUNG CELL	Necklace(s)		
Purse			Bracelet(s)		
Wallet			Watch		
Jacket			Misc.		
Driver's License	1	FS§ 119.0712(2)(b)			
Identification			Misc.		

United States Currency	
Coin(s)	\$
# of 1's	
# of 5's	
# of 10's	
# of 20's	
# of 50's	
# of 100's	
Money Order(s)	
Total Amount \$	
Inmate Signature: _____	
Witness Signature: (If inmate refuses to sign) _____	

- YES NO
1. Is the Arrestee Injured, to include Problems with Ease of Movement, Body Deformities, Trauma, Markings, Bruises, etc.?
 2. Is the Arrestee conscious?
 3. Does the Arrestee have any open sores, rashes, lesions, or jaundice?
 4. Is the Arrestee under a doctor's care or receiving medical treatment? List doctor's name/treatment: DR. MANUELS
 5. Is the Arrestee taking any prescription medications? If yes, List: CARVEDILOL, SOTALOL, LISINAPRIL, SPIRONOLONE, ATORVASTATIN, SAVAISA, CHLORAZEPORIDE, DICY.
 6. Is the Arrestee suicidal? If yes, why? _____
 7. History of mental illness? If yes, notify Intake Sergeant, List: _____
 8. Has the Arrestee displayed any unusual, bizarre, or violent behavior? If so, describe the behavior observed on the back of this page.
 9. Do you have reason to believe the arrestee is under the influence of alcohol or narcotics?
 10. Was the Arrestee TASED?
 11. Where did the arrest take place? City: KISSIMMEE (UNINCORPORATED) State: FL
 12. Was the Arrestee's vehicle towed? If yes, where to? _____
 13. Does the Arrestee have any holds/detainers for other agencies? List: NO BAND
 14. Is the Victim Notification Information included with the Arrest Documents?
 15. List Charges: VOLUSIA COUNTY WARRANT - RACKETEERING, 8 COUNTS GRAND THEFT -
 16. Do charges include: Hate Crimes, Violent Crimes against Children, Violent Crimes against the Elderly or Violent Crimes against the Mentally/Physically Impaired?

Arresting Officer: ROBERT JACKSON # 00295 Agency: FLORIDA DEPARTMENT OF FINANCIAL SERVICES
 Transporting Officer: SAME # _____ Agency: _____

Sheriff's



Office

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL
SERVICES - BUREAU OF INSURANCE FRAUD

FORM #9013 - Revised 05/31/12

INCIDENT NUMBER

AFFIDAVIT

Agency ORI Number
FL0371700

Polk County

JUVENILE

ADULT

BOOKING #

OBTs #

IN CIRCUIT/COUNTY COURT IN THE TENTH JUDICIAL CIRCUIT IN AND FOR POLK COUNTY, FL

SUBMITTING MEMBER DETECTIVE ROBERT JACKSON MEMBER # 00295

DATE/TIME OF ARREST/INCIDENT 6/5/2018 10:15 AM

LOCATION OF INCIDENT 2410 RIO GRANDE VALLEY CT. KISSIMMEE FL

CROSS STREET 34759

NOTICE TO APPEAR/OFF APPOINTMENT

COMPLAINT AFFIDAVIT

ARREST REPORT

RIGHT THUMB PRINT

CITY OF KISSIMMEE

COUNTY OF POLK, STATE OF FLORIDA

THE UNDERSIGNED AFFIANT SWEARS SHE/HIS HAS JUST AND REASONABLE GROUNDS TO BELIEVE THAT ON 6/5/2018 AT APPROXIMATELY 10:15 AM (AM) (PM) IN THE VICINITY OF 2410 RIO GRANDE VALLEY CT. POLK COUNTY, FLORIDA

LAST COX FIRST TIMOTHY MIDDLE MATTHEW ALIAS TIM

ADDRESS 2410 RIO GRANDE VALLEY CT. KISSIMMEE PHONE (407) 914-7678

R/S W/M DOB 1/14/64 HT 5'10 1/2 WT 245 EYE BLU HAIR BRN COMP LIGHT BUILD MED/HVY

SPEECH SCARS JOB MARITAL STATUS

DL# FS§ 119.0712(2)(b) FL SS# FS§ 119.071(5)(a)(5) OCCUPATION SALESMAN/CONSULTING DOOR

EMPLOYER/SCHOOL SELF EMPLOYED - CAC PARTNERS INC. PHONE (407) 914-7678

JUV-PARENTS - TMC PARTNERS GROUP INC. FLORIDA PHONE 14 11

NOTICE TO APPEAR/OFF APPOINTMENT

I AGREE TO APPEAR IN COURT/JAC AT _____ FLORIDA ON _____ 20

AT _____ AM/PM TO ANSWER THE CHARGE(S) IN THIS COMPLAINT OR TO PAY THE PRESCRIBED FINE FOR THIS OFFENSE. I UNDERSTAND THAT A WILFUL FAILURE TO APPEAR WILL RESULT IN A WARRANT FOR MY ARREST AND MAY BE A NEW OFFENSE. (DO NOT BE LATE.)

DEFENDANT/VIOLATOR'S SIGNATURE

PARENT/GUARDIAN SIGNATURE

DATE

NO BILL/PETITION

PROSECUTION APPROVED:

ASSISTANT STATE ATTORNEY

EVIDENCE COLLECTED? YES NO

COMMITTED THE OFFENSE(S) OF:

- 1. OUT OF COUNTY WARRANT FSS/CO 901.15 LEVEL/DEGREE 1ST FELC
- 2. FSS/CO LEVEL/DEGREE
- 3. FSS/CO LEVEL/DEGREE

CO-DEFENDANTS:

VICTIM:

NAME ADDRESS PHONE

VICTIM/WITNESS:

NAME ADDRESS PHONE

VICTIM/WITNESS:

NAME ADDRESS PHONE

PROBABLE CAUSE:

WARRANT ARREST @ DEFENDANTS RESIDENCE LOCATED AT 2410 RIO GRAND VALLEY CT., KISSIMMEE FL 34759. TAKEN INTO CUSTODY WITHOUT INCIDENT & TRANSPORTED TO THE POLK COUNTY JAIL.

SWORN TO AND SUBSCRIBED BEFORE ME, THE UNDERSIGNED AUTHORITY, THIS 5TH DAY OF JUNE 20 18

DET. R. JACKSON
DEPUTY CLERK/NOTARY PUBLIC

DET. [Signature]
AFFIANT

PERSONALLY KNOWN

PRODUCED ID

ID TYPE