

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

STATE OF FLORIDA                    )  
                                                  )  
COUNTY OF MIAMI-DADE         )

AFFIDAVIT IN SUPPORT OF ARREST WARRANT

Before me, Lourdes Simon, a Judge of the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, personally appeared Detective Rebeca Perez of the Miami-Dade Police Department, Economic Crimes Bureau, Arson Squad, who being by me first duly sworn, deposes and says that he has probable cause to arrest: Alexander Diaz de Villegas, a white male, date of birth of September 9<sup>th</sup>, 1972, hereinafter subject Diaz de Villegas and Barbara Diaz de Villegas aka Barbara Gonzalez, a white female, date of birth, October 27, 1987, hereinafter referred to as subject Gonzalez.

Your Affiant, Rebeca Perez, has been employed as a police officer with the Miami-Dade Police Department for twenty-three (23) years, and for the past year, your Affiant has been assigned to the Miami-Dade Police Department Economic Crimes Bureau, Arson Squad.

Affiant's reasons for the belief that he has probable cause to effectuate such arrest is as follows:

On October 31<sup>st</sup>, 2016, subject Diaz de Villegas filed a police report (PD161031411039) alleging that subject Gonzalez had forged his signature on several documents related to a 2015 insurance claim filed for damages that allegedly occurred at his home (Claim # 001-00-049773), as well as forging the endorsements on several settlement checks issued by the carrier, Citizens Property Insurance Corporation (Citizens):

- 1) Check # 0019863, in the amount of \$3,366.50.
- 2) Check # 001909, in the amount of \$1,652.89.
- 3) Check # 0022805, in the amount of \$20,000.

Det. S.D. Cook from the Miami-Dade Police Department was originally assigned this investigation and met with subject Diaz de Villegas on different dates in 2016 and/or 2017 to gather information about his complaint. As reported by Det. Cook, subject Diaz de Villegas provided her with many details as well as provided her with multiple documents in support of his allegations. Subject Diaz de Villegas reported to Det. Cook that his ex-wife, subject Gonzalez, had forged his signature on three checks issued as a result of an insurance claim which had been filed in September 2015. In his statement to Det. Cook, subject Diaz de Villegas informed her that he had been out of town between September 4<sup>th</sup> and 9<sup>th</sup>, 2015, and yet receipts dated September 7<sup>th</sup> as well as forged contracts, were submitted on his behalf to Citizens in support of his claim. In

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addition, subject Diaz de Villegas stated that unbeknownst to him Citizens had issued three checks in settlement of claim and that these checks had been deposited in The Rubicon bank account and that his signature had been forged on all three checks: \$1,652.89; \$3,366.50; \$20,000.00.



In early 2018 your affiant was re-assigned the investigation into the forged checks allegations, and in the course of that investigation multiple instances of fraud committed by subject Diaz de Villegas were discovered, as detailed below.

On January 12<sup>th</sup>, 2018, your Affiant met with subject Diaz de Villegas in order to review the documents and a written statement that he had previously submitted. Among the many documents provided, subject Diaz de Villegas submitted a document purported to have been prepared by him labeled, "Chronological Order of Events." In this document, subject Diaz de Villegas not only made statements in support of his complaint against subject Gonzalez, but he also made multiple admissions about his knowledge of the fraud that was perpetrated upon Citizens. Subject Diaz de Villegas admitted that he was aware that documents and receipts submitted to Citizens on his behalf in support of the alleged water claim in September 2015 were fraudulent as either the date of loss was not accurate or his signature had been forged. At no time, once he learned of this fraud did subject Diaz de Villegas notify Citizens of the alleged fraud. On the contrary, he continued with the claims process and benefited financially from the fraud.

During discussions with subject Diaz de Villegas, your Affiant learned that sometime in April 2012 subject Diaz de Villegas and subject Gonzalez became romantically involved. At that time, subject Gonzalez was a licensed public adjuster in the State of Florida. Subject Gonzalez was operating a public adjusting firm under the name of Home Owners Claims Experts, but shortly thereafter, changed the name of the company to The Rubicon Group at the suggestion of subject Diaz de Villegas. Subject Diaz de Villegas created several domains for the business via Godaddy.com, which he maintained control of. In April of 2013, subject Gonzalez moved into the home subject Diaz de Villegas owned, located at 1181 NE 37<sup>th</sup> Avenue, Homestead, Miami-Dade County, FL. In June of 2015, they married and continued to live at the same address, until April 4, 2016, when subject Gonzalez moved out. On July 18, 2016, their marriage was dissolved.

Through a review of court documents your Affiant learned that on August 8, 2005, subject Diaz de Villegas purchased a property located at 1181 NE 37<sup>th</sup> Avenue, Homestead, Miami-Dade County, FL. As evidenced also by court documents your Affiant learned that subject Diaz de Villegas had a mortgage on the property. Court records indicate that on August 2, 2005, subject Diaz de Villegas obtained a mortgage with Mortgage Bankers Financial Group, Inc. for the property located at 1181 NE 37<sup>th</sup> Avenue, Homestead, Miami-Dade County, FL 33033. On October 17, 2013, this said mortgage for the same property was assigned to Nationstar Mortgage, LLC. On July 28<sup>th</sup>, 2015, this same mortgage was assigned to Bank of America. No court documents were located showing that this mortgage has been satisfied.

On August 27<sup>th</sup>, 2013, subject Diaz de Villegas purchased a new homeowner's insurance policy from Ricardo Alvarez at De Zayas Insurance Agency for the property located at 1181 NE 37<sup>th</sup> Avenue, Homestead, Miami-Dade County, FL. Subject Diaz de Villegas did not disclose on the application that the property had a lien and, as such, it was not reflected in the documentation. The policy obtained from Citizens, #FRJM 6817993, became effective September 1<sup>st</sup>, 2013.

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On November 18<sup>th</sup>, 2013, Subject Diaz de Villegas filed an insurance claim for damages sustained on the second floor of his home caused by an A/C leak (Citizens Claim # 567679). Subject Diaz de Villegas retained the services of subject Gonzalez as a Public Adjuster to represent him in the claim against Citizens. Mr. Joshua Osteen was assigned on behalf of Citizens to handle this claim as the claims adjuster.

On November 20<sup>th</sup>, 2013, Citizens requested that subject Diaz de Villegas, provide documentation of mortgage verification/satisfaction. On November 23<sup>rd</sup>, 2013, a second request was sent by Citizens requesting Proof of Mortgage Satisfaction.

On November 25<sup>th</sup>, 2013, subject Diaz de Villegas submitted a notarized letter to Citizens indicating that there was no mortgage on the property. Said document was signed by subject Diaz de Villegas and notarized by subject Gonzalez. As evidenced by the above detailed court records at this time there was a lien on the insured property.

On November 26<sup>th</sup>, 2013, Citizens issued subject Diaz de Villegas and The Rubicon Group a two-party settlement check in the amount of \$11,045.04. As the lien holder was not disclosed as required, they were not part of the settlement check.

On December 12<sup>th</sup>, 2013, subject Gonzalez submitted a letter to Citizens in which she named herself as an appraiser and provided an estimate for additional expenses in the amount of \$37,354.94.


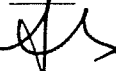
On December 31<sup>st</sup>, 2013, Citizens issued a final two-party settlement check in the amount of \$10,900 and the claim was closed. As the lien holder was not disclosed as required, they were not part of the settlement check.

On January 9<sup>th</sup>, 2014, subject Gonzalez filed a second insurance claim (#572562) with Citizens on behalf of subject Diaz de Villegas. This alleged loss was reported as having occurred on January 8<sup>th</sup> 2014, as a result of a leak in the kitchen of subject Diaz de Villegas' residence located at 1181 NE 37<sup>th</sup> Avenue, Homestead, FL.

On January 9<sup>th</sup>, 2014, once again Citizens requested from subject Diaz de Villegas, documentation of mortgage verification.

On January 20<sup>th</sup>, 2014, subject Gonzalez submitted a receipt on behalf of subject Diaz de Villegas to Citizens for plumbing work allegedly performed at his home on the day the leak was discovered, January 8<sup>th</sup>, 2014. The receipt in question, was entirely handwritten including the name of the individual who allegedly performed the work, "Johnny Oru (305) 328-8509," and dated January 8<sup>th</sup>, 2014. Your affiant attempted to locate an individual named "Johnny Oru" with negative results.

A review of evidence seized from the Rubicon Office on January 18, 2018, pursuant to a search warrant, revealed on January 6<sup>th</sup>, 2014, a Rubicon Group employee, Ms. Alessandra Kruger, had sent an email to an individual name Rafael Exposito instructing him to respond to subject Diaz

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de Villegas' home, the following day, January 7<sup>th</sup>, 2014, yet the date of loss was reported as January 8<sup>th</sup>, 2014. Investigation revealed that Mr. Exposito, was subject Gonzalez's regular handyman and purported plumber. According to internal Rubicon Group communications, Mr. Exposito was frequently dispatched to homes to perform work prior to the reported dates of loss.

On January 21<sup>st</sup>, 2014, subject Diaz de Villegas submitted a notarized letter to Citizens indicating that there was no mortgage on the property. Said document was signed by subject Diaz de Villegas and notarized by subject Gonzalez. As evidenced by above described court documents there was a lien on this property at time of this claim.

On January 28<sup>th</sup>, 2014, Mr. George Massey, Citizens' adjuster, obtained a recorded statement from subject Diaz de Villegas. During the interview, subject Diaz de Villegas specifically stated that he did not have a mortgage on the property. When asked about the facts of the claim, according to subject Diaz de Villegas, on the date of loss when he arrived home from work, he observed standing water on the floor in the kitchen area. He then called a handyman who responded and made repairs to the supply line behind the sink. Mr. Massey questioned subject Diaz de Villegas regarding the status of the 2013 claim (Citizens Claim # 567679) and if repairs had been made. Subject Diaz de Villegas stated that he was still in the process of obtaining estimates.



In the course of the investigation in relation to the forged checks complaint during an interview, subject Diaz de Villegas stated that he had filed 2 claims with Citizens. In April 2013, he filed a claim as a result of water damage. He stated that he discovered the water damage because when he arrived from he had observed a large hole on the floor with the plumbing pipes exposed. It should be noted that this claim was in January 2014 and the facts presented to Citizens in support of the claim were completely different. Refer to the statement to Mr. Massey above. It should also be noted that when discussing his claims in detail, subject Diaz the Villegas did not discuss his original claim in November 2013.

On January 29<sup>th</sup>, 2014, Citizens issued subject Diaz de Villegas and The Rubicon Group a two-party settlement check in the amount of \$17,266.99. As the lien holder was not disclosed as required, they were not part of the settlement check.

On April 2<sup>nd</sup>, 2014, Citizens issued another two-party settlement payment in the amount of \$23,096.53. As the lien holder was not disclosed as required, they were not part of the settlement check.

On September 4<sup>th</sup>, 2015, subject Diaz de Villegas and subject Gonzalez travelled to Texas for outpatient surgery that subject Diaz de Villegas was scheduled to undergo and they did not return to Miami until September 9<sup>th</sup>, 2015.

On September 9<sup>th</sup>, 2015 at approximately 8:30 p.m. upon entering the home, subject Gonzalez informed subject Diaz de Villegas that there had been a leak in the 2<sup>nd</sup> story bathroom and that she would have her handyman take care of it.

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While interviewing subject Diaz de Villegas regarding the forged check complaint, subject Diaz de Villegas told you Affiant that on September 12<sup>th</sup>, 2015, he had observed two unidentified males accompanied by subject Gonzalez cutting a hole in the drywall in the 2<sup>nd</sup> floor hallway. He stated he was confused because he was not aware of the need for such repairs and suspected that subject Gonzalez was about to file another false insurance claim. When confronted as to why he did not question subject Gonzalez about the need for such repairs as he suspected that subject Gonzalez was about to file another insurance claim, he simply stated that he opted not to confront her.


On September 9<sup>th</sup>, 2015, a claim was filed on behalf of subject Diaz de Villegas by subject Gonzalez with Citizens (#001-00-049773). It was reported that a pipe in the second story bathroom had broken and had caused damage to the floors and baseboards.

On October 1<sup>st</sup>, 2015, Mr. Joshua Osteen, adjuster for Citizens, conducted an inspection of the Diaz de Villegas home overseen by subject Gonzalez. Subject Gonzalez told Mr. Osteen that upon arriving home subject Diaz de Villegas had found water on the stairs and throughout the upstairs hallway. Subject Gonzalez further stated that subject Diaz de Villegas had turned off the main water supply and called a plumber. She added that additional damages to the property were caused by the plumber and the water mitigation company. Subject Gonzalez never disclosed to Mr. Osteen that she lived in the property with subject Diaz de Villegas nor that she herself had seen the original damage.

Mr. Osteen remembered handling a 2013 claim by the subject Diaz de Villegas wherein an A/C leak had caused damage. As a result, Mr. Osteen requested the receipt showing that those repairs had been done. On November 16<sup>th</sup>, 2015, a handwritten receipt was provided to Citizens by subject Gonzalez in the amount of \$25,350.00, in support of that claim. The receipt in question was for repairs performed by an individual named Walter Zumaran at subject Diaz de Villegas' home on December 29<sup>th</sup>, 2013.

It should be noted, that on January 28<sup>th</sup>, 2014, during a recorded interview with Citizens, subject Diaz de Villegas stated that at that time, that he was still in the process of obtaining estimates and that no work had been done so far regarding the 2013 claim. His testimony was corroborated by the photographs that were taken on January 15<sup>th</sup>, 2014, by George Massey, during his inspection of the damages. These statements contradict the information on the handwritten receipt submitted by Mr. Diaz de Villegas on November 16<sup>th</sup>, 2015, that the repairs had been completed on December 29<sup>th</sup>, 2013. Additionally, the receipt book from which the aforementioned receipt had originated from was found at the office of The Rubicon Group during the search.

In addition, when providing his statement in relation to the 2015 claim, subject Diaz de Villegas explained that it would have been impossible for the water mitigation company or any plumber to have done any work in his home at the time that it was alleged the date of loss and repair occurred, since he and subject Gonzalez were in Texas during those dates and no one had access to his home. According to subject Diaz de Villegas, these suspicious activities prompted him to review The Rubicon Group GoDaddy accounts in search of additional information related any possible fraud.

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On November 17<sup>th</sup>, 2015, Citizens issued a three-party settlement check payable to Alexander Diaz de Villegas, The Rubicon Group, and Nationstar Mortgage, in the amount of \$3,366.50. Your affiant later learned that the endorsement from Nationstar was forged, and they had no knowledge of the insurance claim or the resulting settlement payment.

On November 18<sup>th</sup>, 2015, Citizens issued a four-party settlement check payable to Alexander Diaz de Villegas, The Rubicon Group, Nationstar Mortgage, and Total Care Restoration, in the amount of \$1,652.89. Your affiant later learned that the endorsement from Nationstar was forged, and they had no knowledge of the insurance claim or the resulting settlement payment.


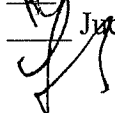
On December 10<sup>th</sup>, 2015, subject Diaz de Villegas, directed by subject Gonzalez, retained the firm of Silverberg-Brito to represent him in a lawsuit against Citizens to receive additional monies in order to cover his expenses resulting from the aforementioned claim. The reason for proceeding with civil litigation was prompted by the fact that Citizens had offered a minimal payment in order to settle their bathroom claim (Claim # 001-00-049773). Subject Gonzalez had told subject Diaz de Villegas that one of the in-house attorneys, Ms. Gisel Brito, was her friend, however, he was not to disclose that fact that they were married because subject Gonzalez was representing him as his public adjuster. Subject Diaz de Villegas later learned that contemporaneous with the above conversation, Citizens had already issued multiple checks that had been forged and uttered by subject Gonzalez.

On March 15<sup>th</sup>, 2016, Citizens issued a six-party check in the name of Alexander Diaz de Villegas, JP Morgan Chase Bank, U.S. Bank NA, Nationstar Mortgage LLC, The Rubicon Group, and Silverberg Brito PLLC, in the amount of \$20,000. On the same day, Citizens also issued a two-party check in the name of Alexander Diaz de Villegas and Silverberg Brito PLLC, in the amount of \$6,000.00.

In the course of the investigation, subject Diaz de Villegas told your Affiant that in the course of gathering information for the forged checks he also learned that his signature on The Rubicon Group contract submitted on his behalf to Citizens had been forged; as well as, his signature on the Total Care Restoration water mitigation company contract. Furthermore, the water mitigation service logs that had been submitted in support of the claim had been altered to reflect a date of loss of September 7<sup>th</sup>, 2015, which was two days prior to the supposed day the leak had been discovered. Subject Diaz de Villegas stated that he learned from Attorney Gisel Brito about the forged checks and fraudulent documents.

As a result of the previous checks having been forged, on June 15<sup>th</sup>, 2017, Citizens issued a two-party settlement check to subject Diaz de Villegas and Nationstar Mortgage in the amount of \$20,000.

Whereas, based on the aforementioned probable cause, your Affiant respectfully request this Honorable Court to issue an arrest warrant for:

  
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**Alexander Diaz de Villegas**

Organized Scheme to Defraud, over \$50,000, 1<sup>st</sup> Degree  
in violation of Florida State Statute, 817.034(4)(a)1 ONE COUNT

Insurance Fraud Florida, 2<sup>nd</sup> Degree  
in violation of Florida State Statute 817.234(1) TWO COUNTS

Insurance Fraud Florida, 3<sup>rd</sup> Degree  
in violation of Florida State Statute 817.234(1) TWO COUNTS

Grand Theft 2<sup>nd</sup> Degree  
in violation of Florida Statute 812.014 TWO COUNTS

Grand Theft 3<sup>RD</sup> Degree  
in violation of Florida Statute 812.014 THREE COUNTS

**Barbara Gonzalez**

Organized Scheme to Defraud, over \$50,000 1<sup>ST</sup> Degree  
in violation of Florida State Statute, 817.034(4)(a)1 ONE COUNT

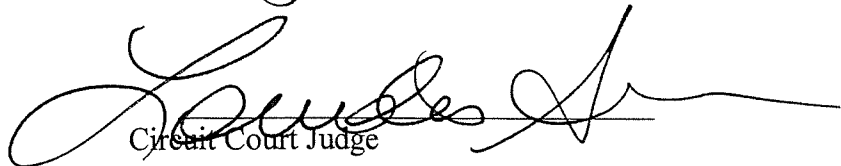
Insurance Fraud Florida, 2<sup>nd</sup> Degree  
in violation of Florida State Statute 817.234(1) TWO COUNTS


Grand Theft 2<sup>nd</sup> Degree  
in violation of Florida Statute 812.014 TWO COUNTS

Grand Theft 3<sup>RD</sup> Degree  
in violation of Florida Statute 812.014 THREE COUNTS


  
\_\_\_\_\_  
Detective Rebeca Perez

Sworn and subscribed before me this 3 day of Aug, 2018.

  
\_\_\_\_\_  
Circuit Court Judge

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Judge's Initials



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Judge's Initials

