

AOB FRAUD & PUBLIC ADJUSTERS

OVERVIEW: Forty two (42) separate alleged incidents of arson or fraudulent water losses enabled and incentivized by Assignment of Benefits (AOB) and perpetrated by a Public Adjuster (PA).

All incident reports were provided by either the Department of Financial Services (DFS) or the Dade County State's Attorney's office in response to a public records request. Arrest affidavits were recompiled here into one report and the fraudulent incidents rearranged in chronological order.

Entities involved in each incident are separately identified. The attorney(s) or firm(s) involved in each is identified including a footnote isolating the specific commentary regarding that attorney or firm.

Incident #1

DFS FILE

INCIDENT DAY / DATE / TIME: Thursday, November 30, 2006, 10:50 a.m.
INCIDENT ADDRESS: 13460 SW 32 Street, Miami, Florida
HOME OWNER: Dario Martinez
TYPE OF FIRE: Residential Fire

ENTITIES: Perdomo, Dario Martinez, Espinosa, Damien Gonzalez, Raciell Gonzalez, Lieutenant Gene Tweedy, Nationwide Adjusters, American Bankers Insurance, Office of the State Fire Marshal, Bureau of Fire and Arson Investigations, Miami-Dade Police Department Arson Unit, Detective Charles Toledo, Kerr Fire Investigations, Dennis Kerr, 1st Franklin

LAWYERS: None

Perdomo stated that he was a friend of Dario Martinez, who introduced him to Espinosa. Dario Martinez was the first person he knew of to have had a staged fire with Espinosa. Prior to Dario Martinez' staged fire, Perdomo did not know Espinosa, nor did he know that Dario Martinez was planning to have a staged fire at his residence. Perdomo first became aware of Dario Martinez' staged fire two days after the fire occurred. Perdomo learned of the fire when he and Damien Gonzalez were talking with Dario Martinez and he told them that the fire at his house had not been an accident. Perdomo learned that Dario Martinez had a really good public adjuster,

Espinosa, who had set up the fire. A few days later, Damien Gonzalez, Mr. Raciél Gonzalez, and Perdomo were introduced to Espinosa by Dario Martinez.

Perdomo stated, that at a later date Espinosa told him that prior to Dario Martinez' fire occurring, he had installed an attic opening in the master bedroom closet of Dario Martinez' home. Espinosa explained to Perdomo that he had placed blankets in that closet and in the attic by the opening he had created. Espinosa told him that he started the fire using a torch. Espinosa showed Perdomo a check written by an insurance company, in an amount exceeding [REDACTED] for the staged fire at Dario Martinez' residence.

Your Affiant learned that on November 30, 2006, a fire was reported and investigated at Dario Martinez' residence. Miami Dade Fire Investigator, Lieutenant Gene Tweedy determined that the fire originated above the ceiling of the residence inside the attic, above the master bedroom closet, as described by Espinosa to Perdomo. Lt. Tweedy was unable to determine the cause of the fire and noted that there were electrical components inside the master bedroom closet. Lt. Tweedy further reported that the first responding fire fighters found the fire burning in the attic above the southwest corner bedroom of the residence, again this information corroborating the statements provided by Perdomo. Lieutenant Tweedy classified the fire as undetermined.

On December 1, 2006, a claim was filed by Nationwide Adjusters, LLC with American Bankers Insurance. On April 24, 2013 a letter was sent to American Bankers Insurance informing them that the Office of the State Fire Marshal, Bureau of Fire and Arson Investigations and the Miami-Dade Police Department, Arson Unit were investigating this claim. (Hereinafter referred to as "633 Letter") Pursuant to Florida Statute 633.175(1) and 626.989, Det. Charles Toledo requested copies of the insurance file. A review of that file revealed that the insurance company paid out a total of [REDACTED] for this claim. The insurance company hired Kerr Fire Investigations to do a cause and origin investigation. After performing that investigation, Mr. Dennis Kerr concurred with Lieutenant Tweedy's findings that the fire originated in the attic above the southwest corner room closet (master bedroom), once again corroborating the statements made by Espinosa to Perdomo.

American Bankers Insurance issued several checks in payment for this fraudulent claim resulting in an approximate payout of [REDACTED].

DATE	PAYEE	AMOUNT
12/27/06	Dario Martinez / Nationwide	[REDACTED]
04/27/07	Dario Martinez / Nationwide / 1 st Franklin	[REDACTED]
05/12/07	Dario Martinez / Nationwide	[REDACTED]
05/19/07	Dario Martinez / Nationwide	[REDACTED]

LAWYER FOOTNOTES: None

Incident #2

DFS FILE

INCIDENT DAY / DATE / TIME: April 24, 2007
INCIDENT ADDRESS: 3934 NE 15 Street, Homestead Florida
HOME OWNER: Felipe Ruiz Perdomo
TYPE: Residential Water Claim

ENTITIES: Perdomo, Felix Anthony Cabrera, Citizens,
Nationwide, Espinosa, Fire and Water Restoration LLC, All Around Plumbing
Enterprises Inc, Aurora

LAWYERS: None

Perdomo had a fraudulent staged water insurance claim at a residence located at 3934 NE 15 Street, Homestead, Florida, that he had bought as an investment. The residence was a vacant, two story residence, with no furniture inside. Espinosa saw that residence. He told him to have a staged water claim there, and Perdomo agreed. Espinosa and Felix Anthony Cabrera loosened the master bathroom sink water supply line in the upstairs master bedroom, and let the water run freely. They then placed a garden hose that came from an outside water supply outlet in the same bathroom, and let the water run freely for a whole day. They then broke the water supply line running in the ceiling of the residence above the Florida room. As a result, the whole bottom floor of te residence was flooded, Espinosa took pictures of the damage and filed a claim with the insurance company. He believed that the insurance company was possibly Citizens Insurance Company and that he made approximately [REDACTED] on the fraudulent claim.

On April 26, 2007, a water damage claim was filed by Nationwide with Citizens. On April 1, 2013, a 633 Letter was mailed to Citizens insurance regarding this claim along with the request for copies of the insurance file. Espinosa and Carolina Espinosa had involvement in the claim. Receipts from Fire and Water Restoration, LLC, from Felix Anthony Cabrera and All Around Plumbing Enterprises Inc. were submitted. The water damage documented was a broken pipe in the lavatory cabinet, in the second floor bathroom, of the residence, as explained by Perdomo to your affiant.

Citizens Insurance Company issued several checks in payment for this fraudulent claim resulting in an approximate payout of [REDACTED].

DATE	PAYEE	AMOUNT
06/29/07	Felipe Ruiz Perdomo / Aurora / Nationwide	[REDACTED]
06/29/07	Felipe Ruiz Perdomo / Aurora / Nationwide	[REDACTED]

LAWYER FOOTNOTES: None

Incident #3

DFS FILE

INCIDENT DAY / DATE / TIME: May 18, 2007
INCIDENT ADDRESS: 13340 SW 36 Street, Miami, Florida
HOME OWNER: Felipe Ruiz Perdomo
TYPE: Residential Water Claim

ENTITIES: Perdomo, Pedrom Lezcano, Espinosa,
Nationwide, North Pointe Insurance, Carolina Espinosa

LAWYERS: None

Perdomo also had a fraudulent staged water claim, at a residence he owned, which was located at 13340 SW 36 Street, Miami, Florida. While he was residing at this residence, he actually had a clog in his drain from the bathroom. Perdomo contacted Espinosa who sent over his plumber, Pedrom Lezcano to Perdomo's residence. Lezcano used a camera down the bathroom drainpipe and found that the line had been clogged with small toy cars and papers. Lezcano unclogged the line, but Espinosa came up with the idea to break a hole in the kitchen floor, open up the drain line, and place two or three of Perdomo's daughter's toy dolls in the line as if that had caused the original clog. Espinosa explained to Perdomo that this would be done in order to enhance the financial pay out for the claim. After Lezcano broke the kitchen floor and drain, Espinosa took pictures of the plastic red in color dolls that he (Epinosa) had placed inside the drain in order to document the "clogged pipe". Espinosa then had Lezcano repair the drainpipe. They left the hole in the floor opened but covered with a piece of plywood. Espinosa filed an insurance claim on behalf of Perdomo for the clogged drain, alleging kitchen counters, floor tile, base boards, and sheet rock damage.

Shortly after the "water damage" a claim was filed by Nationwide with North Pointe Insurance Company for this staged water damage. On October 4, 2013 a 633 letter was mailed to North Pointe Insurance Company and a copy of the insurance file requested. Both Espinosa and Carolina Espinosa presented documents to North Pointe in relation to this claim. In one of the documents, Espinosa sent the insurance company a letter correcting them when they documented that the clothes water caused the damage. Carolina Espinosa corrected them advising that the cause of the flood was children's toys that had been flushed down the toilet. Nationwide claimed over [REDACTED] in damages.

LAWYER FOOTNOTES: None

Incident #4

INCIDENT DAY / DATE / TIME: July 7, 2007, 9:23 p.m.
INCIDENT ADDRESS: 27315 Tennessee Street, Bonita Springs, Florida

HOME OWNER:

**Dario Martinez, W/M, DOB 11-17-1971
Alain Jose Murga, W/M, DOB 03-05-1970**

TYPE OF FIRE:

Residential

**ENTITIES: Alain Murga, Dario Martinez, Espinosa, “Raul”,
SFM Rebecca Garrett, Nationwide, Carolina Espinosa, Citizens, S.E.A. Ltd., William
Moylan, Washington Mutual, Suntrust**

LAWYERS: None

Alain Murga and Dario Martinez purchased the above listed residence located in Bonita Springs as an investment property. The residence began to lose value so Alain Murga and Dario Martinez decided to stage a fire in order to make some money. This fire occurred between 2006 and 2007.

Dario Martinez made contact with Espinosa and told him that they wanted to stage a fire claim at this residence. Alain Murga, Dario Martinez, and Espinosa drove to the residence to see what type of insurance claim could be staged. After Espinosa surveyed the residence, he advised that the previous tenants had television cable service running through the attic, so that was where they would stage the fire. Espinosa further explained that they would have to pay a “torch” (slang for someone who starts fires) to set the residence on fire. Espinosa directed them to talk to a mutual friend named “Raul” about being the “torch”. This property had an opening into the attic inside the master bedroom closet and cable wires ran into the closet. The residence was fully furnished and the master bedroom closet was full of linens. Espinosa told Alain Murga and Dario Martinez to inform “Raul” to make sure that he burned the cables that were running into that closet. Alain Murga and Dario Martinez spoke with “Raul”, who agreed to burn the residence for them. They told “Raul” that Espinosa wanted the fire started in the attic above the master bedroom, utilizing a torch. Alain Murga and Dario Martinez paid “Raul” \$5,000.00 to set this fire.

The day of the fire, Alain Murga, Dario Martinez, and “Raul” drove to the residence. Upon arriving, “Raul” went inside the residence by himself carrying a propane torch, was inside the residence for approximately five minutes and upon exiting he got into his vehicle and drove back to the residence. As they were arriving, they saw that the fire fighters had responded, extinguished the fire and were getting ready to leave. Alain Murga told them that he had been having electrical problems at the residence. The fire fighters advised him that they had determined that the fire was accidental and that it had started inside the master bedroom closet. Espinosa represented them in the claim and was paid 20% of the total payout from the insurance company. The claim paid approximately \$140,000.00 and Alain Murga and Dario Martinez profited approximately \$35,000.00 to \$40,000.00 each after the residence was repaired. In addition, Espinosa forged the endorsement bank stamps on the back of the insurance checks and deposited them into Alain Murga’s bank account, in order to bypass the mortgage company

being notified of the fire and not releasing the money. After the residence was repaired they sold it.

During the Affiant's follow-up investigation, your Affiant was able to corroborate information provided by the CI. State of Florida Fire Marshal Rebecca Garrett performed the cause and origin fire investigation in this property and classified the fire as accidental. SFM Garrett reported that the fire had started as a result of electrical fault inside the master bedroom closet, around a stereo that was plugged into an electrical outlet.

On May 18, 2014, pursuant to Florida State Statute 633.175(1) and 626.989, Citizens Property Insurance Company was notified that law enforcement was investigating this claim and the release of any information related to this loss was requested.

Your Affiant's investigation revealed that on July 9, 2007, Alain Murga signed an Adjuster's Retainer Agreement with Nationwide Adjusters, LLC., located in Miami-Dade County, FL, assigning or appointing Nationwide Adjusters, LLC., as his representative with Citizens. On a letter dated July 11, 2007 and signed by Carolina Espinosa, on behalf of Nationwide Adjusters, LLC., Carolina Espinosa notified Citizens of their representation on this claim. In addition, Carolina Espinosa requested a certified copy of the policy and informed Citizens that the signed authorization by Alain Murga was included and this authorization was also "an assignment and any and all drafts issued in the settlement of this matter should include the interests of NATIONWIDE ADJUSTERS and should be forwarded to this office at the address imprinted below." This letter also indicated for Citizens to contact Nationwide in order to schedule an appointment. The letter specified, 25950 SW 152 Avenue, Homestead, FL, as the location of Nationwide's office. As evidenced below, and as per Nationwide's instructions, they were included as a beneficiary in the applicable payments by Citizens. In furtherance of this fraudulent insurance claim Nationwide prepared and knowingly presented a written statement in support of the claim by submitting a dwelling repair estimate prepared by Nationwide and claiming damages totaling \$169,606.18.

As a result of the claim filed by Nationwide on behalf of Alain Murga, Citizens hired S.E.A., Ltd. reference a cause and origin fire investigation. William Moylan performed the fire investigation and reported that in his opinion the fire had originated in the master bedroom closet where there was a stereo, power cables, and adapters. He classified the fire as undetermined.

Citizens Insurance Company issued several checks in payment for this fraudulent claim resulting in an approximate payout of two hundred and ten thousand, and sixty-eight dollars (\$210,068):

DATE	PAYEE	AMOUNT
07/20/2007	Alain Murga	\$5,000.00
09/21/2007	Alain Murga / Washington Mutual / Suntrust / Nationwide	\$145,386.82

09/21/2007	Alain Murga / Nationwide	\$44,375.50
10/12/2007	Alain Murga / Nationwide	\$2,306.00
01/29/2008	Alain Murga / Nationwide	\$13,000.00

LAWYER FOOTNOTES: None

Incident #5

DFS FILE

INCIDENT DAY / DATE / TIME: Friday, November 23, 2007, 8:30 p.m.
INCIDENT ADDRESS: 13790 SW 34 Street, Miami, Florida
HOME OWNER: Felipe Perdomo
TYPE OF FIRE: Residential Fire

ENTITIES: Espinosa, Perdomo, Maria Blanco, Rodels Ruiz Gonzalez, Carolina Espinosa, Jorge Espinosa Junior, Dario Martinez, Damien Gonzalez, Nationwide, 21st Century Insurance, Chevy Chase Bank, Lt. Keller

LAWYERS: Kenneth Duboff

On several occasions since meeting Espinosa, he had approached Perdomo about staging a fire at this home. After being approached by Espinosa several times, Perdomo agreed to do a staged fire at this residence. Perdomo had made several custom modifications to the residence through the years and one of them being in 2006, when he had a sound system installed in the master bedroom closet. That closet had an access hole to the attic.

Upon Perdomo agreeing to have a staged fire at the residence, Espinosa surveyed his residence, Upon seeing the sound system, Espinosa decided to stage the fire inside the master bedroom closet so that the cause of the fire would look like an electrical short. On the same day as the fire, but prior to it occurring, Espinosa told Perdomo that the fire would be small. Utilizing the master bedroom closet attic opening, Espinosa said he would place blankets and pillows inside the attic and would leave some hanging down into the closet. Due to Espinosa advising that the fire would be small, Perdomo did not remove any items from the residence prior to the fire.

On the day of the fire, Perdomo went to dinner with his wife, Maria Blanco, and his family. Prior to going to dinner, he told his cousin, Rodels Ruiz Gonzalez, who had a key to the residence that Espinosa was going to burn it. He further stated that he told Rodels Ruiz Gonzalez to pick up Espinosa and take him to the residence to start the fire. While Perdomo was at dinner, he received a call from the alarm company advising that the fire alarm had sounded. Perdomo drove back home and found that the fire and police department units were already on the scene. Perdomo acted surprised in front of the fire and police officials. Carolina Espinosa, Espinosa Senior, and his son, Jorge Espinosa Junior were already on the scene. At that time, Carolina

Espinosa was driving a white Hummer vehicle with a tiger decal on the back. Espinosa told Perdomo that after the fire he went to Dario Martinez where he left his torch kit. He further confirmed to Perdomo that he used pillows and blankets to start the fire.

A couple days after the fire, Perdomo was at Espinosa's residence with his cousin, Rodels Ruiz Gonzalez, and they began talking about the fire. Both Espinosa and Rodels Ruiz Gonzalez admitted to placing blankets and clothing inside the closet and attic to start the fire. Espinosa represented him in the insurance claim. When the insurance company advised Espinosa that they wanted Perdomo to provide an Examination Under Oath (EUO), Espinosa introduced Perdomo to Attorney Kenneth Duboff to represent him during the statement. Attorney Duboff represented Perdomo during the statements. While at the EUO, Attorney Duboff said to Perdomo, "Don't act nervous, if they (meaning insurance investigators) know you did this intentionally you're going to have problems". Perdomo replied, "No this wasn't intentional, this was an accident". Attorney Duboff then said, "Come on Felipe, I know everything Espinosa does along with his son, that's why they hire me as a lawyer." After the EUO was over, he went to Espinosa and told him that Attorney Duboff knew everything. Espinosa replied back, "Yes, that's why we hire him, but he doesn't know everything, just what we are doing." While at a third EUO, Perdomo told Attorney Duboff that he believed that the insurance investigator knew there was something wrong with the fire. Attorney Duboff replied, "You continue answering questions, you're doing good. If I see something is wrong, I'll stop the EUO." Perdomo finished the EUO.

Perdomo was paid approximately [REDACTED] by the insurance company, of which he personally received approximately [REDACTED] Espinosa received 15% of the money, plus a check cashing fee that he added on. Attorney Duboff received 5% of the money resulting in approximately [REDACTED] or [REDACTED] which he paid him in cash because Attorney Duboff did not want to report the money to the Internal Revenue Service (IRS).

Your Affiant interviewed Rodels Ruiz Gonzalez. Rodels Ruiz Gonzalez stated that a few days before this fire, Perdomo told him that Espinosa was going to burn his residence. Perdomo asked Rodels Ruiz Gonzalez to meet up with Espinosa, prior to the fire, and to drive Espinosa to the residence so he could start the fire. Perdomo provided Rodels Ruiz Gonzalez with the key to the residence.

On the night of the fire, Rodels Ruiz Gonzalez spoke with Espinosa on the telephone, and picked him up at the Burger King Restaurant, where his wife, Carolina Espinosa, dropped him off. Espinosa brought a butane torch, which was wrapped in a rag. As they pulled into the driveway of Perdomo's residence, Espinosa told him to leave the electric security fence gate open just in case the electricity to the residence turned off. Rodels Ruiz Gonzalez and Espinosa went to the front door where he unlocked it. He followed Espinosa upstairs to the master bedroom. Espinosa grabbed a small ladder that was already in the room and went into the closet. Espinosa placed the ladder under the attic opening and placed towels from the closet into the attic. Espinosa asked Rodels Ruiz Gonzalez to get him more cloth materials because Espinosa was not happy with the

amount of towels he had placed in the attic. Rodels Ruiz Gonzalez retrieved the bed spread from the bed in the master bedroom and gave it to Espinosa, who stuffed it into the attic. Rodels Ruiz Gonzalez observed Espinosa ignite the propane torch and stick the torch into the attic opening. He became scared and went back down the stairs. Approximately one (1) minute later, Espinosa hurriedly came down the stairs, with the propane torch in a bag, advising that the fire had started. They locked the front door, and he drove Espinosa back to the Burger King Restaurant where Carolina Espinosa was waiting. Espinosa asked him to take the propane torch to Dario Martinez, he did. Later that same evening, Perdomo called and asked him to come back to his residence. Upon his arrival, the fire fighters were finishing their work, and Espinosa was already on the scene, along with Damien Gonzalez. Perdomo told him that the insurance company paid him [REDACTED] for the claim and that Espinosa got a percentage. Rodels Ruiz Gonzalez stated that he did not get paid for assisting.

On November 24, 2007, a claim was filed by Nationwide with 21st Century Insurance Company. On December 3, 2012, a 633 letter was mailed to 21st Century and a copy of the insurance file requested. Attorney Kenneth Duboff was the representing attorney in the claim, as was Nationwide Public Adjusters. Espinosa and Carolina Espinosa are listed on documents in the file. An email was sent from the insurance company to Mr. Duboff pointing out that a check valued at over one million dollars for the claim was written to Mr. Duboff, Nationwide Public Adjusters, and Chevy Chase Bank, who was the lien holder for the residence. That check was cashed without an endorsement by Chevy Chase Bank. 21st Century issued at least three checks as a result of this claim. A check payable to Perdomo, Duboff, Nationwide and Chevy Chase, was issued on February 11, 2009, for [REDACTED] A check payable to Perdomo, Duboff and Nationwide was issued on April 4, 2009 for [REDACTED] A third check was issued on April 9, 2009 payable to Perdomo, Duboff and Nationwide in the amount of [REDACTED].

A fire investigation was conducted by MDFRD, Lieutenant Keller. Lt. Keller determined that the fire originated in the master bedroom closet where there were several pieces of electronic equipment. Lt. Keller found severe fire damage to the attic and roof trusses. In addition, upon examining the electronic components, it was his opinion that there did not appear to be an electrical event, meaning that the origin of the fire did not appear to have occurred from an electrical short. Lt. Keller classified the cause of the fire as undetermined.

LAWYER FOOTNOTES: When the insurance company advised Espinosa that they wanted Perdomo to provide an Examination Under Oath (EUO), Espinosa introduced Perdomo to Attorney Kenneth Duboff to represent him during the statement. Attorney Duboff represented Perdomo during the statements. While at the EUO, Attorney Duboff said to Perdomo, “Don’t act nervous, if they (meaning insurance investigators) know you did this intentionally you’re going to have problems”. Perdomo replied, “No this wasn’t intentional, this was an accident”. Attorney Duboff then said, “Come on Felipe, I know everything Espinosa does along with his son, that’s why they hire me as a lawyer.” After the EUO was over, he went to Espinosa and told him that Attorney Duboff knew everything. Espinosa replied back, “Yes, that’s why we hire him, but he

doesn't know everything, just what we are doing." While at a third EUO, Perdomo told Attorney Duboff that he believed that the insurance investigator knew there was something wrong with the fire. Attorney Duboff replied, "You continue answering questions, you're doing good. If I see something is wrong, I'll stop the EUO." Perdomo finished the EUO.

Incident #6

DFS FILE

INCIDENT DAY / DATE / TIME: Thursday, January 31, 2008
INCIDENT ADDRESS: 7761 SW 122 Avenue, Miami, Florida
HOME OWNER: Lazaro Delgado
TYPE OF FIRE: Residential Fire

ENTITIES: Espinosa, Perdomo, Lazaro Delgado, Best Buy, Nationwide, State Farm Insurance, Carolina Espinosa, Vikra Consultants, Lt. Mitchell, Lt. Kennard

LAWYERS: None

Espinosa told Perdomo that he had staged a fraudulent fire at Lazaro Delgado's residence. Espinosa told him that he had sent Delgado to the Best Buy to buy a surround system and had Best Buy employees install the system in the residence. Espinosa caused the fire in Delgado's residence. Delgado received approximately [REDACTED] for the insurance claim. Perdomo confirmed that he heard this information directly from Espinosa.

Shortly after January 31, 2008, Nationwide filed a claim with State Farm Insurance Company. On December 3, 2012, a 633 letter was sent to State Farm Insurance Company and the copy of the insurance file was requested. Carolina Espinosa was listed as the public adjuster filing this claim on Nationwide Adjusters LLC. Espinosa also submitted paperwork in furtherance of this claim. Vikra Consultants performed a fire investigation on behalf of State Farm. Their investigation revealed that the fire originated in the master bedroom closet where electronics had been installed. State Farm issued multiple checks as payments for this claim, resulting in payout of approximately [REDACTED] dollars. ([REDACTED] the last check was issued on October 20, 2011 for [REDACTED]).

MDFRD Investigator Lieutenant Mitchell conducted a cause and origin investigation and determined that the fire originated in the closet of the master bedroom of the residence. Lt. Mitchell was advised that earlier in the day that Best Buy employee had installed some electronics in that closet. Lazaro Delgado told Lt. Mitchell that the electrical breaker in the residence for the master bedroom had been tripped three times during the day. Lieutenant Kennard classified the fire as undetermined.

LAWYER FOOTNOTES: None

Incident #7

INCIDENT DAY / DATE / TIME: August 8, 2008, 9:49 p.m.

INCIDENT ADDRESS: 13901 SW 8 Terrace, Miami, Florida, 33184

HOME OWNER: Rosa Marichal, W/F, DOB 10-02-1969

Alain Jose Murga, W/M, DOB 03-05-1970

TYPE OF FIRE: Residential

ENTITIES: Alain Jose Murga, Rosa Marichal, Espinosa, Citizens Property Insurance, Lt. R. McCarthy, Jack Ward Investigations, John Haight

LAWYERS: None

Sometime between 2008 and 2009 Alain Jose Murga and his wife, Rosa Marichal, had a staged fire at their residence. Alain Murga approached defendant Jorge Espinosa, hereinafter referred to as “Espinosa”, told him that he needed to make some money and asked Espinosa if he could help him stage an insurance claim at his residence. Espinosa agreed. A few days later, Espinosa responded to Alain Murga’s residence to inspect it. After inspecting the residence, Espinosa stated that the fire would be staged in the living room where there was a sofa, an entertainment system, a computer, and a surround sound system. Espinosa explained that they could make the fire look like an electrical short by utilizing an electrical power strip (surge protector), to which all the electronics were plugged in. Espinosa reviewed Alain Murga’s homeowner’s insurance policy and instructed him not to be at home on the day of the fire and to have his wife let him (Espinosa) into the residence. Alain Murga told Espinosa that he had an up-coming trip planned to Panama. The day before the fire occurred, Alain Murga advised his wife of the plan to burn the residence. Alain Murga’s wife did not want to have the fire, but went along with the plan because they needed the money. The day the fire occurred, Alain Murga was in Panama, and returned home the following day. Alain Murga’s wife explained to him that Espinosa had come to the residence and she had given him the keys to the house. Espinosa went inside by himself carrying a small bag, came out approximately two minutes later and they both then left. Alain Murga’s wife advised that the firemen deemed the fire as an accidental electrical fire.

The insurance company coverage on the residence was with Citizens Property Insurance and Alain Murga profited about \$100,000.00 from this claim. Espinosa profited 20% of the entire claim payout.

During your Affiant’s follow-up investigation, your Affiant was able to corroborate information provided by the CI. Miami-Dade Fire Department fire fighters responded and extinguished this fire at the Murga residence. Lieutenant R. McCarthy investigated the cause and origin of the fire and reported that in his opinion the fire had started in a power strip located behind a computer desk. Lieutenant McCarthy classified the fire as accidental.

On December 10, 2014, pursuant to Florida State Statute 633.175(1) and 626.989, Citizens was notified that law enforcement was investigating this claim and the release of any information related to this loss was requested.

An insurance claim was filed with Citizens Property Insurance Company as a result of this staged fire. Citizens Property Insurance Company hired Jack Ward Investigations to perform a cause and origin fire investigation of the incident. Jack Ward Fire Investigator John Haight, investigated the incident and reported that the fire had originated in a power strip that was in the family room, behind a computer desk.

Citizens Property Insurance Company issued several checks in payment for this fraudulent claim resulting in an approximate payout of one hundred ninety-six thousand, four hundred and eighty-two dollars (\$196,482.00):

DATE	PAYEE	AMOUNT
08/11/2008	Alain Murga / Rosalena Murga	\$2,500.00
09/29/2008	Alain Murga / Rosalena Murga / Nationwide	\$7,200.00
10/17/2008	Alain Murga / Rosalena Murga / Nationwide	\$5,000.00
11/12/2008	Alain Murga / Rosalena Murga / Nationwide	\$136,782.82
03/05/2009	Alain Murga / Rosalena Murga / Nationwide / 1 St Franklin	\$16,444.47
03/05/2009	Alain Murga / Rosalena Murga / Nationwide	\$45,000.00

LAWYER FOOTNOTES: None

Incident #8

DFS FILE

INCIDENT DAY / DATE / TIME: Monday, January 5, 2009, 7:30 p.m.
INCIDENT ADDRESS: 9152 NW 167 Street, Miami, Florida
HOME OWNER: Sergio Camero
HOME RENTER: Ernesto O'Reilly
TYPE OF FIRE: Residential Fire

ENTITIES: O'Reilly, Espinosa, Perdomo, Lt. Tweedy, Sergio Camero, Monica O'Reilly, Nationwide, Carolina Espinosa, Southern Oak Insurance, Jack Ward, Jack Ward Consultants, American Integrity

LAWYERS: None

O'Reilly was aware of Espinosa's fraudulent insurance scheme. O'Reilly told Perdomo that he needed to make some money and wanted to meet with Espinosa. In December of 2008, Perdomo

drove Espinosa to O'Reilly's residence where they met with O'Reilly. At first, Espinosa talked to O'Reilly about setting up a staged water claim, but Espinosa turned the conversation into having a staged fire at the residence. Espinosa reviewed O'Reilly's insurance coverage policy on the residence. Espinosa told O'Reilly to buy a natural pine Christmas tree, and told him not to water it. O'Reilly told Espinosa that he wanted to wait and do the fire in January of 2009, because he wanted his children to have a nice Christmas.

In early January 2009, O'Reilly telephoned Perdomo to let him know that he was ready to have the staged fire. Perdomo notified Espinosa and they responded to O'Reilly's. Upon their arrival, Espinosa told O'Reilly to retrieve clothing and stuffed animals and placed them on the stairway of the residence. Espinosa also had O'Reilly place bedspreads, sheets, clothing, as well as stuffed animals underneath the Christmas tree. Espinosa took an extension cord, tied it in a knot, and plugged it into the electrical outlet and the Christmas tree lights. Espinosa explained to Perdomo and O'Reilly that the knot would make it look like an electrical short had occurred. Perdomo, Espinosa, and O'Reilly waited until it got dark outside. Once it began to get dark outside, Perdomo observed Espinosa intentionally ignite the items placed under the Christmas tree utilizing a hand held propane torch. After the fire ignited, Perdomo and Espinosa got into his car and drove around the area and waited to see if the fire continued to burn. After a few minutes, they observed the residence on fire and Espinosa stated, "Wow! Look at my masterpiece!" O'Reilly had problems getting paid by the insurance company, and this caused lots of arguments between himself and Espinosa. Perdomo was paid a 20% finder's fee of whatever Espinosa made from the claim.

MDFRD Lt. Tweedy conducted a cause and origin investigation, and determined that the fire originated in the same area as the Christmas tree; however, Lieutenant Tweedy did not find the remnants of electrical prongs still in the electrical outlet by the tree. Lt. Tweedy opined that the prongs should have still been in the outlet if the extension cord had been plugged into the outlet. O'Reilly told Lt. Tweedy that the Christmas tree lights were on when he and his wife left the residence to go to dinner that evening. Lieutenant Tweedy classified the fire as undetermined.

Your Affiant's follow-up investigation revealed that the residence was owned by Mr. Sergio Camero and at the time of the fire was being rented by his daughter and son-in-law Monica and Ernesto O'Reilly. On January 6, 2009, an insurance claim was filed by Nationwide Public Adjuster Carolina Espinosa with Southern Oak Insurance Company on behalf of Monica O'Reilly. Southern Oak paid [REDACTED] as a result of this claim.

DATE	PAYEE	AMOUNT
01/12/09	Monica O'Reilly / Nationwide	[REDACTED]
03/02/09	Monica O'Reilly / Nationwide	[REDACTED]
04/09/10	Monica O'Reilly / Nationwide	[REDACTED]
02/10/10	Monica O'Reilly / Nationwide	[REDACTED]

On July 31, 2013, a 633 letter was sent to Southern Oak and a copy of the file was requested.

Mr. Jack Ward of Jack Ward's Fire Consultants was hired by Southern Oak Insurance Company to conduct a fire investigation. In his opinion, the fire originated in the first floor living room where there Christmas tree was located, corroborating the statements by Perdomo.

Shortly after the fire an insurance claim was also filed with American Integrity Insurance Company on behalf of the homeowner, Sergio Camero; reference the damage to the structure. Mr. Camero was represented by Espinosa of Nationwide Adjusters. In the "Proof of Loss" form that Espinosa submitted to the insurance company he listed a Christmas tree fire as the cause of the fire and subsequent damage to the residence. On August 13, 2013, a 633 letter was sent to American Integrity and a copy of the file was requested.

American Integrity paid approximately [REDACTED] for this claim.

LAWYER FOOTNOTES: None

Incident #9

INCIDENT DAY / DATE / TIME:	Tuesday, May 26, 2009, 1:07 a.m.
INCIDENT ADDRESS:	1311 31 Street SW, Naples, Florida, 34117
HOME OWNER:	Erlis Chercoles, W/M, DOB 09-01-71
RESIDENT:	Yanet Casanova Gomez, W/F, DOB 09-01-71
RESIDENT:	Hilda Gomez, W/F, DOB 11-22-1937
TYPE OF FIRE:	Dwelling / Vehicle

ENTITIES: Erlis Chercoles, Dario Martinez, Espinosa, Senor Stereo, Yanet Casanova Gomez, Hilda Gomez, Lt. John Handley, Corporal Smith, Geico, Federated National Insurance, Harvey Meshel, RGA Consulting Engineers, Ralph Guerra

LAWYERS: None

Erlis Chercoles, hereinafter referred to as "Chercoles", was a friend of Dario Martinez and approximately 6 years ago, wanted to be introduced to Espinosa reference a staged insurance claim. A week after being advised of this information, the CI and Espinosa drove to Chercoles' residence where the introductions were done. Espinosa surveyed the residence and checked the insurance policy for the residence. They went to the garage of the residence where a Jeep was parked. Espinosa told Chercoles to have a sound system installed in the vehicle. Espinosa explained that the staged fire would occur by utilizing the vehicle and the new sound system. Chercoles agreed to this plan and tried to get the sound system installed in Naples but couldn't. He then drove the vehicle to "Senor Stereo", located in Miami-Dade County, in the area of Bird Road and SW 90 Avenue, where a new sound system was installed. Chercoles then notified Espinosa that the vehicle was ready. Approximately thirty days after the sound system was

installed in the vehicle, the CI and Espinosa drove to Chercoles' residence arriving at approximately 11:00 p.m. Espinosa brought a small propane torch with him. Upon their arrival at the residence, Chercoles, his wife Yanet Casanova Gomez, Chercoles' mother-in-law, Hilda Gomez, and a small child were present. At that time, the Jeep was parked inside the garage. The CI saw Espinosa use the torch to start a fire under the dashboard inside the vehicle, where the stereo/sound system had been installed. Once the fire started, the CI and Espinosa left the residence, leaving Chercoles standing outside the residence with his family.

During your Affiant's follow-up investigation, your Affiant was able to corroborate information provided by the CI. The Golden Gate Fire Department responded to the residence reference a house fire and Lieutenant John Handley, reported that upon the fire suppression team's arrival, the fire appeared to be burning inside the garage. Lieutenant Handley noted that after the fire was extinguished, a fire marshal determined that the fire appeared to have started in or about a Jeep vehicle that was parked inside the garage of the residence. He further reported that a Yukon Denali vehicle, which had been parked outside the garage, had sustained damage from radiant heat from the fire. Lieutenant Handley noted that the owner of the residence, Erlis Chercoles, had advised that there had not been any problems with the residence or the Jeep, but that he had a stereo installed inside the Jeep a week before the fire. The fire marshal classified the fire as undetermined.

Collier County Sheriff's Office Corporal Smith, was dispatched to the scene on May 26, 2009 at 1:07 a.m., reference the house fire. Corporal Smith reported that upon his arrival, the garage of the home was fully engulfed in flames. He further noted that Chercoles, Yanet Casanova Gomez, and Hilda Gomez were on the scene upon his arrival. The Golden Gate Fire Department fire fighters arrived on the scene and extinguished the fire.

On May 20, 2014, pursuant to Florida State Statute 633.175(1) and 626.989, Federated National Insurance Company was notified that law enforcement was investigating this claim and the release of any information related to this loss was requested.

On April 15, 2015, pursuant to Florida State Statute 633.175(1) and 626.989, Geico Insurance or their representative was notified that law enforcement was investigating this claim and the release of any information related to this loss was requested.

An insurance claim was filed with Federated National Insurance Company by Nationwide on behalf of Chercoles. On a letter dated August 28, 2009, and signed by Carolina Espinosa, on behalf of Nationwide, Carolina Espinosa notified Federated that Chercoles was not "in agreement with your scope of personal property and at this time has elected to invoke the Appraisal provision." Carolina Espinosa included with this letter a "Sworn Statement in Proof of Loss" and a personal property report. In furtherance of this fraudulent insurance claim Nationwide prepared and knowingly presented a written statement in support of the claim by submitting a "Sworn Statement In Proof of Loss" claiming \$120,690 in property damages.

Carolina Espinosa notarized this document on August 28th, 2009 in Miami-Dade County, FL. In addition, Nationwide prepared and knowingly presented a written statement in support of the claim by submitting a dwelling repair estimate claiming \$533,551.29 in damages. Also in furtherance of this fraudulent claim Chercoles advised the insurance company that he had not had an problems with the 2005 Jeep, and that he just had installed a stereo system in the vehicle by “Senor Stereo”, before the fire. He further stated that there had been a “crackling” sound coming from the stereo and that representatives of “Senor Stereo” had advised him to take the vehicle back to them for an inspection.

Federated National hired HMS Consulting to perform a cause and origin fire investigation. Harvey Meshel, HSM, responded to the scene. Mr. Meshel reported that in his opinion the fire had started in the interior area of the 2005 Jeep, which had been parked inside the garage at the time of the incident. Mr. Harvey Meshel was unable to determine the exact cause of the fire due to the case being in subrogation. Mr. Meshel further reported that since he did not want to destroy the scene inside the vehicle it was his recommendation to the insurance company that an electrical engineer be hired to examine the vehicle. RGA Consulting Engineers were hired for an examination of the Jeep. Ralph Guerra, RGA, examined the vehicle and determined the improper wiring of the stereo equipment that was installed by “Senor Stereo” caused the fire. It should be noted that in this claim “Senor Stereo”, which was located at 9001 SW 40 Street, Miami, Florida, 33165, was an involved party and as a result of the investigation by the insurance companies, paid this claim to Federated.

Your Affiant learned that there were two other insurance claims filed for the same fire referenced two vehicles that sustained fire damaged during the incident, with Geico Indemnity Company; for a 2005 Jeep Wrangler and for a 2008 GMC Yukon.

Federated National Insurance Company issued several checks in payment for this fraudulent claim resulting in an approximate payout of five hundred and thirty nine thousand, six hundred and fifty-two dollars (\$539,652):

DATE	PAYEE	AMOUNT
08/19/09	Erlis Chercoles/Nationwide	\$8,400
08/27/09	Erlis Chercoles/Nationwide/1 st Franklin	\$376,000
08/27/09	Erlis Chercoles/Nationwide	\$71,883
09/16/09	Erlis Chercoles/Nationwide	\$2,800
10/16/09	Erlis Chercoles/Nationwide	\$2,800
11/19/09	Erlis Chercoles/Nationwide/1 st Franklin	\$18,520
12/08/09	Erlis Chercoles/Nationwide	\$5,600
02/22/10	Erlis Chercoles/Nationwide	\$36,616
04/05/10	Erlis Chercoles/Nationwide	\$232
06/04/10	Erlis Chercoles	\$5,600

06/10/10 Erlis Chercoles/Nationwide \$5,600

Geico Indemnity Company issued several checks in payment for this fraudulent claim resulting in an approximate payout of seventeen thousand, one hundred and eighty six dollars (\$17,186):

DATE	PAYEE	AMOUNT
05/29/09	Doug Brann Paint and Body	\$3,315
06/09/09	Doug Brann Paint and Body	\$369
06/09/09	Doug Brann Paint and Body	\$500
08/18/09	Towing For Less	\$450
09/10/09	Sun Coast Schools F.C.U.	\$12,473
11/06/09	Moore Title Service	\$12
11/27/09	Sadisco	\$67

LAWYER FOOTNOTES: None

Incident #10

INCIDENT DAY / DATE / TIME: September 26, 2009, 10:25 p.m.
INCIDENT ADDRESS: 20955 SW 394 Street, Florida City, 33034
HOME OWNER: Lazara Chao, W/F, DOB 05-25-1978
Manuel Lopez, W/M, DOB 10-25-1975
RENTER: Wilfredo Valenciano, W/M, DOB 08-17-1966
TYPE OF FIRE: Residential

ENTITIES: Erlis Chercoles, Espinosa, Manuel Lopez, Lazara Chao, Detective Russel Giordano, Reinaldo Zaldivar-Rodriguez, Danny Mesa-Perez, Robert McGrath, Wilfredo Valenciano, Captain Paul Blake, Citizens Property Insurance, Ascendant Commercial Insurance, Brighton Electrical

LAWYERS: None

Erlis Chercoles introduced the CI and Espinosa to Manuel Lopez reference staging a fire at his residence. The residence was supposedly registered under Lazara Chao's name. The mortgage was in the arrears, and Chercoles brought the mortgage payments up to date. Chercoles was in the process of remodeling the residence because it had become run down after it was previously used as a marijuana grow house. The CI and Espinosa went to Manuel Lopez' residence and Espinosa surveyed the residence. They attempted to turn the electricity on but every time they tried the fuse breakers for the residence would activate and trip. Espinosa told Manuel Lopes that he needed to have an electrician fix the problem before they could stage a fire. Chercoles had the electricity to the residence repaired, placed furniture inside, and found a couple to sign a lease and appear as though they were residing there. Approximately three months after their initial

meeting Chercoles contacted the CI and said that the residence was ready for the staged fire. Chercoles asked the CI if he could find out when Espinosa could do the job. The CI contacted Espinosa who advised him to tell Manuel Lopez to meet him at the gas station located at SW 192nd or 184th Street and Krome Avenue, Miami, Florida, on the following Saturday at 10:00 p.m. The CI notified Manuel Lopez to meet Espinosa. The CI did not have any further involvement in the incident, but a few days later Espinosa admitted to him that he had gone to the residence and had set it on fire. The CI drove by the residence approximately 20 to 25 days later and observed that there had in fact been a fire at the residence. Espinosa represented Manuel Lopez in the claim.

During your Affiant's follow-up investigation, your Affiant was able to corroborate information provided by the CI. Miami-Dade Police Department Narcotics Detective Russell Giordano responded to the residence located at 20955 SW 394 Street on June 2, 2009, reference a narcotics investigation. During that investigation, Detective Giordano found a marijuana grow house inside the residence and arrested the tenants, Reinaldo Zaldivar-Rodriguez and Danny Mesa-Perez. Miami-Dade Police Department Officer Robert McGrath responded to the residence on September 26, 2009 at 10:34 p.m. reference a residential fire. Officer McGrath reported that at that time Wilfredo Valenciano was residing at the residence and had reported the fire. Officer McGrath noted that the fire fighters that responded had advised that they suspected that the fire was due to faulty electrical wires. At the time of both of these incidents Lazara Chao was the registered owner of the residence.

Miami-Dade Fire Department Fire Fighters responded reference a residential fire on September 26, 2009. Miami-Dade Fire Department Captain Paul Blake reported that Wilfredo Valenciano had advised that he had just rented the residence and was moving in on the day of the fire. Mr. Valenciano was supposed to move into the residence two months earlier, but due to some kind of electrical problem his moving in was delayed. On the day of the fire, Wilfredo Valenciano noticed that while moving in he tried to turn on the air conditioner but it was not working. He then went outside to turn on the water pump at the pump house. When he returned to the residence he saw smoke and heard the smoke alarm. Captain Blake noted that in his opinion the fire appeared to be accidental due to faulty electrical wiring in the attic. Captain Blake classified the fire as accidental.

On April 05, 2015, pursuant to Florida State Statute 633.175(1) and 626.989, Citizens Insurance Corporation was notified that law enforcement was investigating this claim and the release of any information related to this loss was requested.

An insurance claim was filed with Citizens Property Insurance Company and a secondary insurance company, Ascendant Commercial Insurance, was involved in the claim. Ascendant Commercial Insurance represented Brighton Electrical in the insurance claim. A review of that file revealed that they paid out \$42,000.00 for the insurance claim.

Citizens Property Insurance Company issued several checks in payment for this fraudulent claim resulting in an approximate payout of one hundred sixty-one thousand, and one hundred forty-six dollars (\$161,146):

DATE	PAYEE	AMOUNT
11/16/2011	Lazara Chao / Saxon Mortgage / Nationwide Adj	\$69,251.24
11/16/2011	Lazara Chao / Nationwide Adj	\$4,294.98
11/16/2009	Lazara Chao / Nationwide Adj	\$5,400.00
3/24/2010	Lazara Chao / Saxon Mortgage / Nationwide Adj	\$72,105.54
3/24/2010	Lazara Chao / Nationwide Adj	\$2,894.46
3/24/2010	Lazara Chao / Nationwide Adj	\$7,200.00

LAWYER FOOTNOTES: None

Incident #11

DFS FILE

INCIDENT DAY / DATE / TIME: October 25, 2009, 7:46 a.m.
INCIDENT ADDRESS: 735 NW 123 Avenue, Miami
HOMEOWNER: Argelio Menendez & Liset Corrales
TYPE OF FIRE: Residential Fire

ENTITIES: Orlando Mena, Argelio Menendez, Lisset Corrales, Xionara Tejera, Espinosa, Citizens, Nationwide, Jack Ward Consulting, John Haight, Carolina Espinosa, Lt. Darrin Altarac

LAWYERS: None

Orlando Mena stated that he first learned of the scheme of having staged fires for fraudulent insurance claims from Argelio Menendez in 2011. He went to see his longtime friend, Menendez, and when he arrived at the residence he observed that a fire had occurred inside the residence. After talking to Menendez about investing in Mena's fish farm, Menendez replied that he did not want to invest in Mena's fish farming business, but that Mena could make money by staging a fire at his house. Menendez told him that the fire at his residence had occurred because he had spread lard on the kitchen cabinets while his wife, Liset Corrales, placed a frying pan on the stove and turned the burner on. Menendez told him that he (Mena) would make money by burning his own residence and then filing an insurance claim. Mena further advised that Corrales was fully aware of the fraudulent scheme that occurred at the residence.

Your affiant also spoke with Mena's wife, Xionara Tejera. Tejera stated that she and her husband were friends with Menendez and his wife, Corrales. Tejera learned that the fire at the Menendez' residence had been intentional from both Menendez and Corrales. They told her that the fire had

been set intentionally so that they could file an insurance claim and make money. Menendez told her that they had told the insurance company that they supposedly had a kitchen fire while cooking croquets. Tejera was told by Menendez that he had been instructed to change the stove before the fire occurred to further the scheme, which he did. Menendez also explained that he had opened a hole in the ceiling so that the fire could get into the attic, and that he had spread lard all over the kitchen. They put a frying pan on the stove with croquets in it, turned on the stove, and then went to the beach. Corrales was fully aware of the scheme. Tejera was told they made approximately [REDACTED] from the fire. Menendez told Mena that if he wanted to make money he would introduce him to the people who helped him with his fire, Espinosa and Murga.

Shortly after October 25, 2009, a claim was filed by Nationwide with Citizen Insurance Company by Nationwide Adjusters. On October 10, 2013 a 633 letter was sent to Citizens and a copy of the file requested. Citizens Insurance Company hired Jack Ward Consulting to do a fire investigation. Fire Investigator John Haight's determined that the kitchen fire occurred on the stove reportedly from a pan with oil and croquets in it. The fire breached the ceiling in the kitchen causing fire damage to the trusses in the second story floor. A review of the pictures revealed that the stove had a coil type top. Espinosa was on the scene for the inspection by Mr. Haight. Carolina Espinosa sent Citizens Property Insurance Company a letter of representation.

Citizens Insurance issued several checks in payment for this fraudulent claim resulting in an approximate payout of [REDACTED].

DATE	PAYEE	AMOUNT
11/12/09	Argelio Menendez / Montesano	[REDACTED]
01/25/10	Argelio Menendez / Montesano	[REDACTED]
01/28/10	Argelio Menendez / Montesano	[REDACTED]
06/11/10	Argelio Menendez / Monstesano / Wachovia	[REDACTED]

Fire Investigator Lieutenant Darrin Altarac responded to the scene on October 25, 2009 and determined that the fire originated on the stove due to a pan left burning on the left rear burner. The responding fire fighters found the residence locked, secure, and unoccupied. Lt. Altarac classified the fire as accidental. It should be noted that while the fire fighters were extinguishing the fire, one of the responding fire fighters sustained a knee injury when he fell while climbing the stairs of the residence.

LAWYER FOOTNOTES: None

Incident #12

DFS FILE

INCIDENT DAY / DATE / TIME: January 9, 2010
INCIDENT ADDRESS: 1107 NE 41 Avenue, Homestead, Florida
HOME OWNER: Francisco Pinero-Gonzalez
TYPE OF FIRE: Residential Fire

ENTITIES: Perdomo, Francisco Pineiro-Gonzalez, Damien Gonzalez, Citizens, Lt. David Bunker

LAWYERS: Kenneth Duboff

Perdomo met Mr. Francisco Pineiro-Gonzalez approximately one month before the fire occurred at Damien Gonzalez' residence. Damien Gonzalez told Perdomo that Pineiro-Gonzalez wanted to do a staged claim with Espinosa, and that he had given Pineiro-Gonzalez money to buy insurance for his residence. Damien Gonzalez and Pineiro-Gonzalez split the proceeds from the fraudulent claim.

Perdomo spoke with Espinosa about the planned staged incident that was going to occur at Pineiro-Gonzalez' residence. Espinosa confirmed that they were going to stage a fire claim and that he had told Damien Gonzalez to purchase space heaters for the residence due to the upcoming cold weather. Perdomo accompanied Damien Gonzalez when he purchased two space heaters. After purchasing the heaters, they drove to Pineiro-Gonzalez' residence and placed the space heaters in the upstairs of the residence, as Pineiro-Gonzalez watched. Espinosa stopped by the residence to evaluate the space heaters as Pineiro-Gonzalez began removing items from the residence that he did not want to lose in the fire. That night Espinosa, Damien Gonzalez, Pineiro-Gonzalez, and Perdomo went to the residence. They all went upstairs to the master bedroom where Espinosa instructed Damien Gonzalez and Pineiro-Gonzalez to fill the closet with clothes, which they did. Espinosa then started a fire in the closet using a lighter. They then all four fled the residence. Perdomo believed that the responding fire fighters determined that the fire started due to the space heaters. Damien Gonzalez gave Perdomo [REDACTED] or [REDACTED] as a finder's fee and for his assistance in the staging of the fire.

On January 12, 2010, an insurance claim was filed by Nationwide with Citizens Property Insurance Company. On April 19, 2013, a 633 letter was sent to Citizens and a copy of the file requested. In addition, Attorney Kenneth Duboff also represented Pineiro-Gonzalez in this claim. The insurance company paid out for this claim.

Citizens Insurance Company issued several checks in payment for this fraudulent claim resulting in an approximate payout of [REDACTED]:

DATE	PAYEE	AMOUNT
02/05/10	Pineiro-Gonzalez / Nationwide	[REDACTED]
01/05/11	Pineiro-Gonzalez / Nationwide	[REDACTED]
01/06/11	Pineiro-Gonzalez / Nationwide	[REDACTED]
06/21/11	Pineiro-Gonzalez / Nationwide	[REDACTED]

MDFRD Lieutenant David Bunker of the responding fire suppression team was advised by an occupant of the residence that the fire started from a space heater in the closet.

LAWYER FOOTNOTES: Attorney Kenneth Duboff also represented Pineiro-Gonzalez in this claim.

Incident #13

DFS FILE

INCIDENT DAY / DATE / TIME: Thursday, February 11, 2010, 11:25 a.m.
INCIDENT ADDRESS: 4931 SW 142 Place, Miami, Florida
HOME OWNER: Jesus Gonzalez
TYPE OF FIRE: Residential Fire

ENTITIES: Jesus Gonzalez, Damien Gonzalez, Perdomo, Nationwide, Northern Capital Insurance, Jack Ward Investigations

LAWYERS: None

Jesus Gonzalez is the father of Damien Gonzalez. Prior to this fire occurring, Damien Gonzalez told Perdomo that he was going to make some money with his father's house and that he had already spoken with Espinosa about it. Damien Gonzalez told Perdomo that, he was going to move his father into his residence, but he did not know what to do with the renters who were renting the efficiency at the residence.

Approximately two weeks after the above conversation, Perdomo stopped by the residence and saw Damien Gonzalez and Espinosa installing an appliance, in the kitchen or living room. Perdomo was told that the appliance had been recalled by the manufacturer. Perdomo was not sure what kind of appliance it was because it was still inside the box. Perdomo saw Jesus Gonzalez removing clothing, photographs, and other things he did not want to lose during the fire. Two or three days later, Damien Gonzalez told Perdomo that the fire had occurred. Approximately fifteen days after the fire, Perdomo went by the residence with Damien Gonzalez and saw that the residence had in fact burned. Damien Gonzalez told him at a later date that they were paid approximately [REDACTED] by the insurance company for the claim. .

Shortly after February 11, 2010, an insurance claim was filed by Nationwide with Northern Capital Insurance Company. On December 3, 2012, a 633 letter was sent to Northern Capital and a copy of the file requested. Jack Ward Investigations performed a fire investigation. That investigation determined that the fire originated in the family room by an electric cooler / refrigerator. Capital Insurance paid [REDACTED] for the claim.

MDFRD personnel that responded to the fire determined that the fire originated from the electrical cooler / refrigerator in the family room. They classified the fire as accidental.

LAWYER FOOTNOTES: None

Incident #14

INCIDENT DAY / DATE / TIME: May 14, 2010
INCIDENT ADDRESS: 15318 SW 23 Street, Miami, Florida
HOME OWNER: Lisvan Say, W/M, DOB 11-19-1976
Olivette Say, W/F, DOB 08-09-1978
TYPE OF FIRE: Residential / Water Claim

ENTITIES: Espinosa, Lisvan Say, Rolando, Olivette Say, Jorge Espinosa Junior, Southern Oak Insurance, Omega Forensic Engineering, Enrique Matta P.E.

LAWYERS: Nicole Duboff

Espinosa called the CI and asked him to meet him at the house of Lisvan Say. Upon his arrival, Espinosa was not there, but a man named Rolando and the homeowner, Lisvan Say, was there. The CI knew Rolando through Espinosa. Olivette Say is the wife of Lisvan Say, they both resided at this residence. The main water line coming into the residence was closed off and Rolando disconnected the water supply line that was connected to the toilet inside the guest bathroom. They then turned the main water supply line back on. Rolando let the water coming from the toilet supply line run freely, as the CI and Lisvan Say watched. Lisvan Say then went to Home Depot to buy new supply lines for all the toilets in the residence. The CI and Rolando waited at the residence until Lisvan Say returned, which was a couple hours later. During that time the water continued to flow out of the disconnected water supply line, flooding the residence. Once Lisvan Say returned, they shut off the flowing water, and began removing the water that had flooded the first floor of the residence. The CI attempted to contact Espinosa several times that morning, but Espinosa did not answer his telephone. While they were working at the residence Espinosa showed up. The CI asked Espinosa why he had not answered his telephone, at which time Espinosa chastised him advising that his son (Jorge Espinosa Junior) had been on the television news that morning and had been arrested. Espinosa told the CI that he had been crazy for staging this water claim the same day that his son had been arrested. The CI told him that on the contrary, it was good that they had staged this water claim that morning

because the investigators would never suspect that they would still do the incident. Espinosa inspected the residence and told Lisvan Say they would get a lot of money for the insurance claim. Espinosa estimated approximately \$50,000.00.

During your Affiant's follow-up investigation, your Affiant was able to corroborate information provided by the CI. An insurance claim was filed with Southern Oak Insurance Company. Southern Oak Insurance Company hired Omega Forensic Engineering Inc to examine the scene since the insured had claimed that the tile flowing inside the residence had been damaged due to the water leak. Enrique Matta P.E., responded to the scene and met with Espinosa. Enrique Matta reported that after examining the scene it was his opinion that the reported damaged tiles were preexisting before the water damage and the claimed damage was fraudulent. On July 10, 2010, Southern Oak Insurance denied the claim due to false statements made by the insured, Lisvan Say. Attorney Nicole Duboff of the Duboff Law Firm represented Lisvan Say in suing Southern Oak Insurance for the claim, at which time the claim was settled for \$71,959.57. Espinosa and Nationwide Adjusters L.L.C. represented Lisvan Say in the insurance claim, estimating the loss at \$115,163.91.

On March 18, 2015, pursuant to Florida State Statute 633.175(1) and 626.989, Southern Oak Insurance Company was notified that law enforcement was investigating this claim and the release of any information related to this loss was requested.

Southern Oak Insurance Company issued several checks in payment for this fraudulent claim resulting in an approximate payout of eighty-four thousand, nine hundred fifty-nine dollars (\$84,959):

DATE	PAYEE	AMOUNT
3/24/2011	Duboff Law Firm	\$6,000.00
3/24/2011	Olivette Say / Andres Orta / Nationwide Adj	\$7,000.00
3/24/2011	Olivette Say / Andres Orta / Nationwide Adj / GMAC Mortgage	\$71,959.51

LAWYER FOOTNOTES: Attorney Nicole Duboff of the Duboff Law Firm represented Lisvan Say in suing Southern Oak Insurance for the claim.

Incident #15

INCIDENT DAY / DATE / TIME: June 28, 2010
INCIDENT ADDRESS: 902 Apple Avenue, Naples, Florida
HOME OWNER: Janet Alamo, W/F, DOB 09-25-1983
TYPE OF FIRE: Residential (Water Loss)

ENTITIES: Erlis Chercoles, Espinosa, Janet Alamo, Tower Hill, Mat Adams, Kenia Cubas

LAWYERS: None

Erlis Chercoles introduced the CI and Espinosa to Janet Alamo after driving to her residence. Upon their arrival, Erlis Chercoles said to Espinosa in front of Janet Alamo, “What can we do here to make money?” Espinosa replied, “A fire”, at which time Janet Alamo said no. Espinosa told Janet Alamo to take her child to Disneyland and she would have an insurance water claim upon her return. Espinosa reviewed Janet Alamo’s insurance policy for the residence. The CI advised that Janet Alamo had possibly taken a vacation to Miami or the Florida Keys instead of Disneyland. Janet Alamo left on a Friday, leaving the keys to the house under the rub by the front door to the residence. The CI and Espinosa went to the residence, went into the attic and pulled one of the water pipes joint apart and let the water flow freely. They then left the residence. Janet Alamo returned to the residence on Sunday evening after the water had flowed freely for two days. On Monday, the CI went to the residence and found that someone had turned off the water main for Janet Alamo. The kitchen and dining room ceiling had collapsed.

During your Affiant’s follow-up investigation, your Affiant was able to corroborate information by the CI. An insurance claim was filed with Tower Hill Insurance Group. Tower Hill Insurance Group referred the claim to their Special Investigations Unit (SIU), at which time; the incident was investigated by SIU Mat Adams. Mat Adams reported that Janet Alamo’s residence had gone into foreclosure proceedings on September 9, 2008 after she had stopped making monthly mortgage payments starting in September of 2007. Mat Adams further reported that the water damage to the residence was due to a broken water pipe inside the attic of the residence. Janet Alamo stated during the Examination under Oath that on the weekend of the incident, she had been staying with her friend, Kenia Cubas, in Cape Coral and that upon her return home on Monday she found the water damage.

On June 28, 2010, Janet Alamo signed an Adjuster’s Retainer Agreement with Nationwide Adjuster, 9011 S. Dadeland Blvd. Suite 1500, Miami-Dade County FL. On a letter dated June 29, 2010, Carolina Espinosa, on behalf of Nationwide, notified Ark Royal that they were representing Camilo Avilia, requested a certified copy of the policy and specifically write that “any and all drafts issued in the settlement of this matter should include the interest of NATIONWIDE ADJUSTERS and should be forwarded to this office at the address imprinted below.” In furtherance of this insurance claim Nationwide prepared and knowingly presented a written statement in support of the claim by submitting a dwelling repair estimate claiming \$97,083.91 in damages.

Tower Hill Insurance Group issued several checks in payment for this fraudulent claim resulting in an approximate payout of seventy-one thousand, five hundred and fifteen dollars (\$71,515):

DATE	PAYEE	AMOUNT
4/5/2011	Janet Alamo / Carrington Mortgage Ser / Nationwide	\$40,580.73

4/28/2011	Janet Alamo / Global Restoration / Nationwide	\$10,935.19
5/5/2011	Janet Alamo / Carrington Mortgage Ser / Nationwide	\$10,000.00
5/5/2011	Janet Alamo / Nationwide	\$10,000.00

Francisco Pineiro-Gonzalez is presently pending charges on Racketeering Conspiracy, Arson 1st Degree, False & Fraudulent Insurance Claim 1st, Grand Theft 2nd Degree and Grand Theft 3rd Degree. (F14-2572K). Argelio Menendez is presently pending charges of Racketeering, Racketeering Conspiracy, Organized Scheme to Defraud, Arson 1st Degree, False & Fraudulent Insurance Claim 1st, Grand Theft 2nd Degree and Grand Theft 3rd Degree. (F14-2572A)

LAWYER FOOTNOTES: None

Incident #16

INCIDENT DAY / DATE / TIME: August 17, 2010, 12:43 a.m.
INCIDENT ADDRESS: 54 Terry Avenue South, Lehigh Acres, Florida
HOME OWNER: Oscar Marin Hernandez, W/M, DOB 01-17-1976
 Servito Amado Morales, W/M, DOB 12-27-1971
RENTER: Eduardo Aradas, W/M, DOB 01-28-1968
TYPE OF FIRE: Residential

ENTITIES: Servito Morales, Espinosa, Oscar Marin Hernandez, Eduardo Aradas, Tina Taylor, David Dominguez, Nationwide, Detective Lisa Brower, Brian Brooks, Jack Ward
 Fire Consultants

LAWYERS: Joan Montesano

Servito Morales was acquainted with Espinosa from doing construction work at Espinosa's residence. Servito Morales bought a residence located at 54 Terry Avenue South, Lehigh Acres, Florida, as an investment property. During this purchase he utilized Oscar Marin Hernandez, who was a relative, as a straw buyer. Servito Morales registered the purchase of the residence in Oscar Marin Hernandez' name, and insured the residence, also placing the insurance under Oscar Marin Hernandez' name.

One day the CI, Espinosa, and Servito Morales drove to the residence and surveyed it. At that time, the residence had very little furniture inside it and it was the CI's opinion that no one was residing there. As they were surveying the residence, Servito Morales told Espinosa that Oscar Marin Hernandez was aware that they were planning to have a staged fire at the residence, and was in agreement with the scheme. Espinosa directed Servito Morales to fabricate a lease and find someone to reside in the residence for a few months before they staged the fire. Espinosa told Servito Morales to place a large screen television inside the master bedroom, then place the stereo equipment inside the master bedroom closet along with the wiring, and as much clothing

as possible in the closet. Espinosa also told Servito Morales to place children's clothing in the closet. Approximately five months later, while the CI and Espinosa were driving to Lehigh Acres for another claim, they stopped by this residence and saw Servito Morales at the residence painting. At that time an unknown Cuban male that was a relative of Chercoles and who was later identified as Eduardo Aradas, was residing there. Servito Morales told the CI that he had offered Eduardo Aradas money to reside at the residence. Espinosa surveyed the residence and upon viewing the clothing inside the master bedroom closet, told Servito Morales to go back to the Goodwill Store and buy at least \$300.00 more in clothing. Espinosa told Servito Morales to add the clothing to the clothing that was already inside that closet. Espinosa also directed Servito Morales to buy some meat and beer one night and have a barbeque. Espinosa explained that while barbequing, he needed to leave his cellular telephone on the kitchen counter. Espinosa then told Servito Morales to start the fire inside the residence by igniting the clothes inside the master bedroom closet. Once the fire started, he then needed to run down the street looking for help. Espinosa wanted Servito Morales to do this because due to the remoteness of the location of the residence and the surrounding area, this would take Servito Morales a while to do, giving the fire a longer time to burn. Espinosa told Servito Morales that when the investigators arrived on the scene, he was to tell them that he could not go back into the residence to retrieve his cellular telephone to dial 911 because of the fire. Eduardo Aradas was supposed to be paid to start the fire.

The CI advised the residence was a large structure and when the fire occurred the residence totally burned. Espinosa represented Oscar Marin Hernandez in the insurance claim and the claim paid a lot of money. The insurance company hired a private adjuster by the name of Tina Taylor. Espinosa told the CI that prior to this fire Servito Morales had his own fire at a house where he was living at in Miami. He further stated that Servito Morales made \$300,000.00 from that insurance claim. Espinosa told the CI that Servito Morales was a cry baby and he wondered what he had been doing with the money he had made.

During your Affiant's follow-up investigation, your Affiant was able to corroborate information provided by the CI. State Fire Marshal Detective Lisa Brower responded to the scene and reported that Lehigh Acres Fire Department had responded to the residence and upon their arrival had found the flames venting through the roof of the structure. The fire department advised that the occupant of the residence, Eduardo Aradas, discovered the fire and notified them. Det. Brower interviewed Eduardo Aradas who advised that he had been residing in the residence the last 8 months. Eduardo Aradas explained that he had located the residence one day while driving around looking for a place to rent and saw the "For Rent" sign in the front yard. Eduardo Aradas said that he did not personally know the owner of the residence. Eduardo Aradas advised he was asleep inside the residence when the heat from the fire and the smoke detector awakened him. Eduardo Aradas further stated that he had installed some electronics inside the master bedroom closet and had mounted a large television on the wall so he could watch television from his bed. Eduardo Aradas stated that he ran the wiring for the television into the

master bedroom closet. Detective Browser reported that in her opinion the fire had originated in the master bedroom closet, in the area where electronics were installed. She could not determine the cause of the fire and classified the fire as undetermined.

An insurance claim was filed with Tower Hill Insurance Company. Tina Taylor was the contact person for Tower Hill Insurance. SIU David Dominguez performed the investigation for Tower Hill Insurance. David Dominguez reported that Espinosa, from Nationwide Adjusters, located in Miami-Dade County FL, was the public adjuster representing Oscar Marin Hernandez in the claim. Also Attorney Joan Montesano of the law firm of Montesano & Perez P.L. located in Miami-Dade County, FL, represented Oscar Marin Hernandez in the insurance claim. Investigator Brian Brooks of Jack Ward Fire Consultants was hired to perform a cause and origin fire investigation. Brian Brooks classified the fire as undetermined. Your Affiant's further review of David Dominguez report revealed that Oscar Marin Hernandez purchased this foreclosed residence for \$46,000.00, but insured it for \$352,000.00.

Tower Hill Insurance Company issued several checks in payment for this fraudulent claim resulting in an approximate payout of one hundred ninety-seven thousand, eight hundred and seventy-four dollars (\$197,874):

DATE	PAYEE	AMOUNT
11/4/2010	Oscar Marin / Nationwide	\$15,000.00
11/23/2010	Oscar Marin / Nationwide	\$182,874.48

LAWYER FOOTNOTES: Joan Montesano of the law firm of Montesano & Perez P.L. located in Miami-Dade County, FL, represented Oscar Marin Hernandez in the insurance claim.

Incident #17

DFS FILE

INCIDENT DAY / DATE / TIME: November 29, 2010
INCIDENT ADDRESS: 4015 SW 128 Avenue, Miami, Florida
HOME OWNER: Francisco Centurion
RENTER: Damien Gonzalez
INCIDENT: Residential Water Claim

ENTITIES: Perdomo, Francisco Centurion, Damien Gonzalez, Cecilia Hernandez, Espinosa, Murga, Nationwide, Universal Property & Casualty

LAWYERS: None

Perdomo informed your Affiant that at the time of the water claim at 4015 SW 128 Avenue was owned by Francisco Centurion, and being rented by Damien Gonzalez. Damien Gonzalez told

him that prior to the staged water damage, he had made an agreement with Centurion to have the staged claim. Damien Gonzalez told him that they had agreed to split the proceeds from the insurance claim and that he had already spoken to Espinosa about the staged water claim. Centurion's wife, Cecilia Hernandez, was aware of the scheme to defraud the insurance company and insisted that the claim be a water claim, not a fire. Two or three days after this conversation with Damien Gonzalez, Perdomo went by the residence and found Damien Gonzalez, Espinosa, and Murga already at the residence. He further stated that the residence had already been flooded. An unknown plumber was on the scene and was opening a hole in the floor. Perdomo did not know how much money was made on that claim.

On November 29, 2010, a claim was filed by Nationwide with Universal Property & Casualty. Nationwide claimed [REDACTED] dollars (\$[REDACTED]) as the amount of the damaged suffered. A review of that file revealed that the claim was denied due to Mr. Centurion lying on his original insurance application. The insurance company did not pay any monies for this claim.

LAWYER FOOTNOTES: None

Incident #18

DFS FILE

INCIDENT DAY / DATE / TIME: December 8, 2010

INCIDENT ADDRESS: 4002 East 10 Street, Leigh Acres, Florida

HOME OWNER: West Prospects Works Inc. (Jose Rodels Gonzalez)

INCIDENT: Residential Vandalism / Burglary

ENTITIES: Perdomo, Espinosa, Yoca Investments, West Prospects Works, Rodels Ruiz Gonzalez, Carolina Espinosa, Roberto Suarez, Southern Fidelity Insurance, Murga, Nationwide

LAWYERS: Montesano & Perez

Perdomo bought the above listed residence from Espinosa for [REDACTED] and a 1957 Chevrolet. The ownership of the residence was then transferred from Yoca Investments (Espinosa) to West Prospects Works Incorporated, which is a company owned by Perdomo's cousin, Rodels Ruiz Gonzalez. . Perdomo bought the property as an investment. At the time of the purchase Perdomo was told by Espinosa that they could not have a staged fire at the residence because Espinosa had already done one there previously. Approximately one and a half years after this purchase, Espinosa came to Perdomo with an alternate scheme for the residence. Espinosa told Perdomo that they could rent the residence on paper to a "phantom renter". They would then vandalize the residence and file a claim with the insurance company, suggesting that the "phantom renter" had damaged the property following an eviction.

A fraudulent rental agreement with a “phantom renter” by the name of Ana E. Alvarez, W/F, DOB 02/04/1964, Florida Driver License number A544-108-64-348-0, was created by Carolina Espinosa dated October 11, 2010. Ernesto O’Reilly provided Espinosa and Perdomo with a fraudulent driver’s license and a fraudulent credit card in the “phantom renter’s” name. Carolina Espinosa prepared the fraudulent lease agreement and had Jose Rodels Ruiz Gonzalez sign the rental agreement as the landlord. Roberto Suarez, an individual he met through Espinosa, and who regularly dealt with Espinosa, removed the cabinets, appliances, water heater, air conditioner, carpet, furniture, and some of the dry wall from the residence. Espinosa then told Rodels Ruiz Gonzalez to respond to the residence and file a police report advising the responding officer that the previous tenant (phantom renter) had vandalized the residence while being evicted. Espinosa and Perdomo also arranged for an associate of Espinosa, to file a Notice of Rent Default, Complaint Eviction and an Eviction Summons, thereby corroborating the story of the “phantom renter” being evicted. Your Affiant corroborated, via a check of the Department of Motor Vehicles, the fact that no Ana E. Alvarez with a date of birth of February 4, 1964 and with Florida Driver License number A544-108-64-348-0 existed.

On December 10, 2010, as planned, Rodels Ruiz Gonzalez filed a police report with Lee County Sheriff’s Department reference a burglary and vandalism to the residence, by the previous tenant (phantom renter). A review of that report revealed that a neighbor noticed water flowing from under the garage door for several days. Also in the report, Rodels Ruiz Gonzalez blamed the phantom tenant for removing all the furniture and appliances from inside the residence after evicting her. The responding officer ran the phantom tenant’s information and found that the driver’s license was fraudulent. He further noted in his report that the residence’s appliances, cabinets, air conditioner, lights, and carpet had been removed from the residence.

On December 15, 2010 a claim was filed with Southern Fidelity Insurance Company, A copy of the fraudulent “phantom renter’s” agreement, fraudulent driver’s license and credit card with the phantom renter’s names was submitted to the insurance carrier. Those documents were provided to the insurance company by Nationwide Adjusters who was representing Jose Rodels Ruiz Gonzalez in the claim, along with an attorney from Montesano and Perez P.L. The documentation for the eviction proceedings of the phantom renter and copies of the documents of the sale of the residence from Yoca Investments to West Prospects Works was also provided to the insurance company. As of this date, the insurance claim is still under review by the insurance company.

Rodels Ruiz Gonzalez was debriefed and stated Espinosa, sold this property to his cousin, Perdomo. Sometime in 2010, Perdomo and Rodels Ruiz Gonzalez met with Espinosa and his wife Carolina at their residence. Carolina Espinosa prepared a fraudulent lease agreement for the residence on her computer. Perdomo already had a copy of the “phantom renter’s” drivers license with him. Carolina Espinosa prepared a rental contract for one year. The contract had the name of an unknown female. Rodels Ruiz Gonzalez was instructed by Carolina Espinosa to sign the lease agreement as the owner of the residence, which he did, in front of Espinosa and

Carolina Espinosa. Espinosa told him that Roberto Suarez was going to destroy the residence, so they could file an insurance claim. Espinosa explained to Rodels Ruiz Gonzalez that he would receive money orders every month in the name of the “phantom renter”, and for him to deposit the money orders into his own bank account. Espinosa told Rodels Ruiz Gonzalez that they would let him know when to respond to the residence in order to report the burglary / vandalism. Espinosa also told Rodels Ruiz Gonzalez for him to plan on staying at the property for a day or two because he would have to meet with the insurance adjusters once the claim was filed. Espinosa told him that he would represent him as his public adjuster and that after the insurance claim was filed, he would send Murga to the residence to handle the restoration work.

As instructed by Espinosa, Rodels Ruiz Gonzalez received money orders for the rental of the residence. Three days after he deposited the money order, he withdrew the same amount in cash from his account and gave the money back to Perdomo. Before the vandalism occurred to the residence, Ms. Sylvia Alvarez, who was a friend of Roberto Suarez, filed eviction papers on the “phantom renter” with the civil courts. Ms. Alvarez was provided with a key to the residence. Jose Rodels Ruiz Gonzalez positively identified a photograph of Ms. Alvarez. After the eviction proceedings were started Rodels Ruiz Gonzalez received a telephone call from Roberto Suarez who advised him that while they were taking the cabinets and other things out of the residence a police officer had arrived at the residence. The police officer talked to Rodels Ruiz Gonzalez on the telephone at which time he confirmed that it was okay for Mr. Suarez to be on the property.

Approximately three to four months after he signed the fraudulent lease that was prepared by Carolina Espinosa and signed by Rodels Ruiz Gonzalez, he was told that it was time to drive to the residence and file the burglary report with the police department. Perdomo drove with him to Lehigh Acres, but prior to arriving at the residence; he dropped Perdomo off at a restaurant, and went to the residence by himself. Upon his arrival Ms. Alvarez was waiting for him, along with the police officer. He examined the residence and observed that the cabinets, appliances, furniture, and some of the walls were missing from the residence. He also advised that the residence had been flooded. He filed the police report as instructed by Espinosa. Once the police report was filed, Nationwide Adjusters, LLC filed a claim on behalf of Rodels Ruiz Gonzalez. Nationwide claimed over [REDACTED] dollars (\$[REDACTED]) in damages. A few days after he filed the police report, both he and Espinosa met with the insurance adjuster at the residence. When the insurance adjuster arrived, Espinosa spoke with the adjuster as his representative in the claim.

Rodels Ruiz Gonzalez provided two statements to the insurance company. During both statements he was represented by attorneys from the law firm of Montesano & Perez P.L., who had been referred to him by Espinosa. Prior to giving those statements, he was prepped by Espinosa as to what to say during the sworn statement. Espinosa told him to testify that he had rented the residence to a renter on a monthly basis and that the tenant did not pay the rent. To state that he had started the eviction proceedings and that the renter retaliated by causing damage

to the residence before moving out. Rodels Ruiz Gonzalez has not been paid any monies for this claim.

Your Affiant, showed Jose Rodels Ruiz Gonzalez copies of the fraudulent Florida Driver's License of Ana Alvarez and the fraudulent Chase Bank Visa credit card, submitted to the insurance company, which he positively identified as the phantom renter.

This claim is still pending by the insurance company.

LAWYER FOOTNOTES: Rodels Ruiz Gonzalez provided two statements to the insurance company. During both statements he was represented by attorneys from the law firm of Montesano & Perez P.L., who had been referred to him by Espinosa.

Incident #19

INCIDENT DAY / DATE / TIME:	February 15, 2011
INCIDENT ADDRESS:	15770 SW 216 Street, Miami, Florida
HOME OWNER:	Jorge Espinosa, W/M, DOB 11-11-1955 Carolina Espinosa, W/F, DOB 12-01-1978
TYPE OF FIRE:	Water Claim

ENTITIES: Espinosa, Citizens, Eric Sauer, Scientific Expert Analysis Limited

LAWYERS: None

One night Espinosa telephoned the CI saying that he had just arrived home from going out to dinner and had found that his ice machine would not stop making ice. He said that the machine had flooded his residence.

The next day the CI went by Espinosa's residence and surveyed the scene. Viking manufactured the icemaker and he observed moisture damage to the walls, but minor water damage to the residence. The moisture readings to the walls were measured with a result of the moisture reading at 42 or 44. Espinosa directed the readings to be reported as high as possible, they were reported as 56.5. Espinosa also directed that lots of fans be placed in the residence so that they could exaggerate the insurance claim. Espinosa had the CI remove all the base boards off the walls.

During your Affiant's follow-up investigation, your Affiant was able to corroborate information provided by the CI. An insurance claim was filed with Citizens Property Insurance Company. Your Affiant reviewed the insurance file and learned that Carolina Espinosa was the named insured and Jorge Espinosa represented them in the claim. Citizens Insurance hired Eric Sauer, who is a mechanical engineer with Scientific Expert Analysis Limited (S.E.A.), to inspect the Viking Ice Maker. Eric Sauer inspected the unit and determined that the primary culprit of the

leak from the icemaker was from a blockage in the drain line that was connected to the garbage disposal, causing it to drain slowly.

Citizens Property Insurance issued several checks in payment for this fraudulent claim resulting in an approximate payout of sixty-nine thousand, seven hundred and thirty-nine dollars (\$69,739):

DATE	PAYEE	AMOUNT
5/12/2011	Carolina Espinosa / Jorge Espinosa	\$26,391.13
5/12/2011	Carolina Espinosa / Jorge Espinosa	\$2,903.98
6/30/2011	Carolina Espinosa / Jorge Espinosa	\$40,444.85

LAWYER FOOTNOTES: None

Incident #20

INCIDENT DAY / DATE / TIME: February 18, 2011, 2:04 a.m.
INCIDENT ADDRESS: 2840 SW 134 Avenue, Miami, Florida
HOME OWNER: Lazara Chao, W/F, DOB 05-25-1978
Manuel Lopez, W/M, DOB 10-25-1975
TYPE OF FIRE: Residential

ENTITIES: Espinosa, Manuel Lopez, Lazara Chao, Lt. John Mitchell, Citizens, Rimkus Consulting, Octavio Oliu,

LAWYERS: Montesano & Perez

The CI was at Espinosa's residence when Manuel Lopez stopped by. Manuel Lopez explained to them that his wife, Lazara Chao, had separated from him and he needed to make some money. Manuel Lopez asked Espinosa if he could stage a fraudulent insurance claim at his residence. A few days later the CI and Espinosa drove to Manuel Lopez' residence and Espinosa surveyed the residence. Espinosa noticed some wires running through the attic and advised that was where they could start the fire. Espinosa advised Manuel Lopez to place some boxes in the garage and toys in the attic to increase the fire load. Espinosa told Manuel Lopez to use an open flame inside the attic, and place it against the wires to start the fire. The actual fire occurred sometime later, because Manuel Lopez had been nervous about setting the fire. When it finally occurred, the CI and Espinosa went by the residence to view the damage. Upon viewing the fire damage Espinosa became upset because there was very little fire damage to the residence, and Manuel Lopez had already notified the fire department. The CI advised that he believed that the law firm Montesano & Perez possibly represented Manuel Lopez in the claim.

During your Affiant's follow-up investigation, your Affiant was able to corroborate information provided by the CI. The Miami-Dade Fire Department fire suppression personnel responded to

the residence on February 18, 2011 at 2:04 a.m., reference a fire. MDRF Fire Investigator Lieutenant John Mitchell responded to the scene reference a cause and origin fire investigation. Lieutenant Mitchell reported that in his opinion, the fire had originated in the attic area near an opening above the garage. Lt. Mitchell noted that there was US mail in plastic bins that were partially burned in that area. He further reported that there were cables and electrical wires running through the area where he considered the fire originated. Lieutenant Mitchell was unable to determine the exact cause of the fire. He classified the fire as undetermined.

An insurance claim was filed with Citizens Property Insurance Company. Citizens Insurance hired Rimkus Consulting Group, Inc. to perform a cause and origin fire investigation. Octavio Oliu reported that the fire's point of origin was inside the attic next to the opening in the garage. He further reported that there were plastic toys and papers in that area and that there was no evidence that any of the electrical wires had failed and started the fire. Octavio Oliu further noted that the fire occurred due to an open flame being applied to combustibles and that intentional human intervention was determined to have caused the fire. Further review of the insurance file showed that Jorge Espinosa of Nationwide Adjusters represented Manuel Lopez in the claim. It also showed that Attorneys Alain Perez and Joan Montesano of the attorney firm of Montesano & Perez, P.L., represented Manuel Lopez in the claim.

Citizens Property Insurance Company issued several checks in payment for this fraudulent claim resulting in an approximate payout of one hundred and ninety-three thousand, seven hundred and sixty-two dollars (\$193,762):

DATE	PAYEE	AMOUNT
10/28/2011	Manuel Lopez / Bank United / Nationwide Adj	\$92,538.11
10/28/2011	Manuel Lopez / Nationwide Adj	\$47,857.32
10/4/2012	Manuel Lopez / Bank United / Nationwide Adj / Montesano & Perez	\$40,508.61
10/4/2012	Manuel Lopez / Nationwide Adj / Montesano & Perez	\$12,858.00

LAWYER FOOTNOTES: The CI advised that he believed that the law firm Montesano & Perez possibly represented Manuel Lopez in the claim. Attorneys Alain Perez and Joan Montesano of the attorney firm of Montesano & Perez, P.L., represented Manuel Lopez in the claim.

Incident #21

DFS FILE

INCIDENT DAY / DATE / TIME: Wednesday, July 6, 2011, 4:00 p.m.
INCIDENT ADDRESS: 10400 SW 186 Avenue, Miami, Florida
HOME OWNER: Daniel Perez
TYPE OF FIRE: Residential Fire

ENTITIES: Damien Gonzalez, Perdomo, Daniel Perez, Miguel Espinosa, Global Restorations, Murga

LAWYERS: Montesano & Perez

Two to three months prior to this fire Damien Gonzalez told Perdomo that Daniel Perez had approached him about having a fire at his residence. Damien Gonzalez introduced Perez to Espinosa. Damien Gonzalez told Perdomo that he was going to provide Perez with furniture to place inside the residence prior to having the staged fire. A few days after the fire occurred, Perdomo met with Damien Gonzalez who advised him that when he and Espinosa went to the residence to start the fire they got a scare. After they had ignited the fire and were leaving in Damien Gonzalez' vehicle, a neighbor saw them and yelled, "Where are you going? What's happening?" Damien Gonzalez told him they almost had to run the man over to leave. Damien Gonzalez described the male he saw, as the old man who owned the vacant lot behind Perez' residence. A few days after that while Perdomo was at Espinosa's residence, Espinosa repeated the story of setting the residence on fire and the old man that saw them, in front of his cousin, Rodels Ruiz Gonzalez, and Espinosa's son, Miguel Espinosa. Espinosa told him that the insurance claim paid approximately [REDACTED] of which Espinosa and Damien Gonzalez received money from.

A records check revealed that the MDFRD responded to the scene of this fire under their alarm number 134906.

Shortly after July 6, 2011, a claim for the fire was filed with Citizens Insurance Company. Espinosa and the law office of Montesano and Perez P.L. represented Mr. Perez. On April 1, 2013, a 633 letter was sent to Citizens and a copy of the file was requested. The restoration work on the residence was performed by Global Restorations, which was owned by Murga. In Perez's statement to the insurance company he claimed that he had gone to Publix Store and when he returned he found the residence on fire and notified the fire department.

Citizens Insurance Company issued several checks in payment for this fraudulent claim resulting in an approximate payout of [REDACTED].

DATE	PAYEE	AMOUNT
09/28/11	Daniel Perez/Montesano/Global	[REDACTED]
09/29/11	Daniel Perez/Montesano	[REDACTED]
09/29/11	Daniel Perez/Montesano	[REDACTED]
09/29/11	Daniel Perez/Montesano/Chase	[REDACTED]
06/14/12	Daniel Perez/Montesano	[REDACTED]
12/28/12	Daniel Perez/Montesano	[REDACTED]
01/16/13	Daniel Perez/Montesano	[REDACTED]

LAWYER FOOTNOTES: Espinosa and the law office of Montesano and Perez P.L. represented Mr. Perez.

Incident #22

INCIDENT DAY / DATE / TIME: Tuesday, July 12, 2011, 8:15 p.m.
INCIDENT ADDRESS: 3875 Everglades Boulevard North, Naples, Florida
HOME OWNER: Alba Vargas, W/F, DOB 06-05-1977
BOYFRIEND: Daniel Lopez Acevedo, W/M, DOB 08-16-1980
TYPE OF FIRE: Residential

ENTITIES: Alba Vargas, Erlis Chercoles, Espinosa, Daniel Lopez Acevedo, Corporal D. Schaare Jr., Leo Rogers, Ark Royal Insurance, Unified Investigations and Science, David Dixon

LAWYERS: Alain Perez

Alba Vargas had fallen into financial distress due to a drug and gambling habit and Erlis Chercoles offered her a way to make money and explained to her the staged insurance claims for profit scheme. As part of their agreement, Erlis Chercoles assisted her with the mortgage and insurance coverage payments for the residence. Erlis Chercoles contacted Espinosa reference this referral. Erlis Chercoles, Espinosa, and the CI went to Alba Vargas' residence. Upon their arrival, Alba Vargas and her boyfriend, who was later identified as Daniel Lopez Acevedo, were at the residence. Espinosa surveyed the residence and read the insurance policy coverage for the residence. This residence had a game room. Espinosa told Alba Vargas that he was going to take her laptop computer with him and have a "specialist" fix it for the staged fire. By "fixing it", Espinosa meant that he would plug the laptop into an electrical power strip and then utilizing his small propane torch he would heat the laptop cord until the breaker in the electrical power strip would trip. They left the residence, taking Alba Vargas' laptop with them. A week later, the CI and Espinosa drove back to Alba Vargas' residence. Upon their arrival, Erlis Chercoles, Alba Vargas, and Daniel Lopez Acevedo were already there. Espinosa plugged the laptop into an electrical outlet next to the entertainment center, laid the laptop on the sofa and laid a blanket or poncho over the laptop. Espinosa then took a piece of the blanket/poncho to the bathroom, and utilizing a butane lighter, checked the flammability of the material. As the material was burning, Espinosa said, "This will go off well". Espinosa explained to Daniel Lopez Acevedo that when they were ready to start the fire, he (Daniel Lopez Acevedo) would ignite the blanket/poncho. Espinosa and the CI then left. The next day, Daniel Lopez Acevedo telephoned the CI and advised that the fire had occurred and it had been big. The CI went to the residence and upon his arrival, observed that the fire appeared to have started in the same room as the one Espinosa staged the laptop in and also saw that the fire had burned through the roof.

During your Affiant's follow-up investigation, your Affiant was able to corroborate information provided by the CI. The Immokalee Fire Department responded and extinguished the fire. Collier County Sheriff's Corporal D. Schaare Jr. reported that Fire Investigator Leo Rogers from the Immokalee Fire Department had advised him that the fire had occurred due to a blown power supply for a laptop computer.

On Tuesday, April 7, 2015, Your Affiant showed the CI a photograph of Daniel Lopez Acevedo at which time he positively identified him as the boyfriend of Alba Vargas who Espinosa showed how to start the fire. The CI signed and dated that photograph.

An insurance claim was filed with Ark Royal Insurance. Ark Royal hired Unified Investigations and Science Inc. reference a fire investigation. David Dixon responded to the scene and reported that the fire had originated on the north end of the couch in the media room. He noted that the burnt remains of a laptop computer and a power cord were found near the point of origin. The laptop computer and power supply cord were submitted to a laboratory for analysis. That analysis determined that neither the laptop computer, nor the power supply cords were the cause of the fire. David Dixon was unable to determine the cause of the fire.

Attorney Alain Perez of the law firm of Montesano & Perez P.L., 782 NW LeJeune Rd., Suite 628, Miami-Dade County FL, represented Alba Vargas in the insurance claim. Alain Perez, in a letter dated July 18, 2011, demanded an advance payment of \$10,000 and requested that the check be "overnight to our office." In addition, Alain Perez notified Ark Royal Montesano & Perez was an "additional payee on any and all drafts issued on this claim."

Ark Royal Insurance issued several checks in payment for this fraudulent claim resulting in an approximate payout of two hundred forty-eight thousand, nine hundred and eighteen dollars (\$248,918):

DATE	PAYEE	AMOUNT
7/18/2011	Alba Vargas / Montesano & Perez	\$10,000.00
12/9/2011	Alba Vargas / Montesano & Perez	\$16,200.00
12/9/2011	Alba Vargas / Montesano & Perez	\$71,000.00
1/10/2012	Alba Vargas / Montesano & Perez	\$151,718.00

LAWYER FOOTNOTES: Attorney Alain Perez of the law firm of Montesano & Perez P.L., ... represented Alba Vargas in the insurance claim. Alain Perez, in a letter dated July 18, 2011, demanded an advance payment of \$10,000 and requested that the check be "overnight to our office." In addition, Alain Perez notified Ark Royal Montesano & Perez was an "additional payee on any and all drafts issued on this claim."

Incident #23

INCIDENT DAY / DATE / TIME: August 10, 2011, 3:15 p.m.
INCIDENT ADDRESS: 745 Mirror Lakes Drive, Lehigh Acres, Florida
HOME OWNER: Marianela Hernandez, W/F, DOB 08-18-1981
TYPE OF FIRE: Residential

ENTITIES: Espinosa, Marianela Hernandez, Roberto Suarez Medina, Lieutenant R. Hanna, Maria Lorena Cantisani, Jack Ward Consultants, Brian Brooks, On Site Appraisals

LAWYERS: Montesano & Perez

In 2009, the CI accompanied Espinosa to Marianela Hernandez's residence to give her the final insurance payment from a staged water claim that Espinosa had previously done for her. The CI was not involved in that claim. While they were meeting with Marianela Hernandez, Espinosa told her that in the future if she wanted, they could make a lot more money on this house. Approximately one year later, Espinosa and the CI crossed paths with Marianela Hernandez at the Tiki Bar in the Florida Keys. They spoke with Marianela Hernandez about visiting her residence reference another staged claim.

The CI and Espinosa went to Marianela Hernandez's residence and surveyed it. Espinosa went into the attic, where there was a huge air conditioner. Afterwards, he told Marianela Hernandez to start contacting air conditioning servicing companies and get quotes to fix a leak in the air conditioning unit. They returned to the residence a few days later at which time, Espinosa retrieved a sample of a cloth that was covering the air conditioner. The CI explained that Espinosa set that piece of cloth on fire to check the flammability of the cloth. A few days later, the CI and Espinosa met with Marianela Hernandez and Roberto Suarez Medina at a Popeye's Chicken restaurant to discuss the details of the staged fire. Espinosa explained that during the agreed upon date for the staged fire he would be in Spain. He further stated that this was going to be a huge fire and there would be enough money for everyone. He asked who was going to start the fire. Marianela Hernandez told Roberto Suarez Medina she would give him \$10,000.00 to start the fire, at which time Espinosa added in another \$5,000.00.

The day of the fire, Marianela Hernandez had air conditioning repairmen come to the residence reference soldering a leaking pipe on the air conditioner. As the repairmen were loading their tools back into their vehicle after repairing the air conditioner leak, Roberto Suarez Medina secretly entered the attic and, utilizing a butane lighter, ignited the cloth cover on the air conditioner. The resulting fire was huge and the air conditioning company thought their soldering had accidentally ignited the fire. The CI stated that neither he nor Roberto Suarez Medina received any moneys from this fire. During your Affiant's follow-up investigation, your Affiant was able to corroborate information provided by the CI. Lehigh Acres Fire Department

responded to the scene reference the fire. Lieutenant R. Hanna reported that State of Florida Fire Marshal's Detective Eduard Blanco performed a cause and origin fire investigation. Detective Blanco reported that in his opinion the fire had started due to a torch being used to repair the air conditioner that was located inside the attic. Detective Blanco classified the fire as accidental.

Montesano & Perez, P.L., located at 782 NW LeJeune Rd., suite 450, Miami-Dade, Florida, notified State Farm Insurance Company, via a letter dated July 8, 2011, that the law firm had been retained the represent Mrs. Hernandez in the insurance claim. In furtherance of the insurance claim, Monstesano & Perez, P.L. prepared and knowingly presented a written statement in support of the claim by submitting a Sworn Statement in Proof of Loss claiming a loss suffered valued at \$497,756.23. This Sworn Statement was notarized by Miami-Dade County on March 6, 2012 by Maria Lorena Cantisani.

State Farm Insurance hired Jack Ward Consultants to investigate the cause and origin of the fire. Jack Wards' Fire Investigator Brian Brooks reported that Marianela Hernandez advised him that just prior to the fire occurring, workers from Air American Air Conditioning had been repairing the air conditioner which was located inside the attic. Brian Brooks further reported that he was unable to determine the exact cause of the fire, but in his opinion it had originated inside the attic where the air condition handler was located. Brian Brooks classified the fire as undetermined. A further review of the insurance file revealed that Espinosa's business, On Site Appraisals L.L.C., located in Miami-Dade County, FL was also involved in the claim.

DATE	PAYEE	AMOUNT
08/11/2011	Marianela Hernandez Acosta	\$15,000.00
10/10/2011	Marianela Hernandez Acosta / Sentinel Finance / Montesano & Perez	\$570,259.80
11/04/2011	Marianela Hernandez Acosta / Montesano & Perez	\$5,092.22
11/18/2011	Marianela Hernandez Acosta / Montesano & Perez	\$3,600.00
12/12/2011	Marianela Hernandez Acosta / Montesano & Perez	\$3,600.00
02/24/2012	Marianela Hernandez Acosta / Montesano & Perez	\$3,600.00
04/27/2012	Marianela Hernandez Acosta / Montesano & Perez	\$374,625.00

LAWYER FOOTNOTES: Montesano & Perez, P.L., ... notified State Farm Insurance Company, via a letter dated July 8, 2011, that the law firm had been retained the represent Mrs. Hernandez in the insurance claim. In furtherance of the insurance claim, Monstesano & Perez, P.L. prepared and knowingly presented a written statement in support of the claim by submitting a Sworn Statement in Proof of Loss claiming a loss suffered valued at \$497,756.23.

Incident #24

INCIDENT DAY / DATE / TIME: August 28, 2011
INCIDENT ADDRESS: 3120 Safe Harbor Drive, Naples, Florida, 34117

HOME OWNER:

Erlis Chercoles, W/M, DOB 09-01-71

Yanet Casanova Gomez, W/F, DOB 03-07-75

TYPE OF FIRE:

Residential / Water Claim

ENTITIES: Chercoles, Espinosa, Yanet Casanova Gomez, American Bankers Insurance, Mr. Rooter Plumbing, Carolina Espinosa, Nationwide

LAWYERS: None

Approximately one and a half years after the above listed fire in May 2009, Chercoles bought a residence in Naples. After starting to remodel this property, Chercoles contacted Espinosa in reference to staging an insurance claim at that property. The CI and Espinosa went to this property and upon their arrival found Chercoles installing tiles, but the work had not yet been completed. Espinosa asked Chercoles if he had extra tiles, at which time he advised that he did. Espinosa told Chercoles to just lay the tiles down on top of the unfinished floor. A week later, on a Friday night at approximately 6 p.m., the CI and Espinosa returned to the residence, at which time Espinosa broke the PVC water pipe located in the ceiling over the kitchen cabinets. Chercoles, who had left the residence for the weekend at Espinosa's direction, returned to the residence on Sunday evening and found the water damage.

During your Affiant's follow-up investigation, your Affiant was able to corroborate information provided by the CI. Your Affiant's investigation revealed that Chercoles owned a residence located at 3120 Safe Harbor Drive, Naples, Florida, and co-owned the property with Yanet Casanova Gomez. The CI was shown photographs and identified the residence where Espinosa staged the water loss at and also identified the photograph of Yanet Casanova Gomez.

An insurance claim was filed with American Bankers Insurance Group on August 28, 2011, for water damage to the structure. Your Affiant reviewed that file and learned that the water damage occurred from a broken water pipe in the attic area over the kitchen. Mr. Rooter Plumbing company employees responded to the residence on Sunday, August 28, 2011, and repaired a broken water pipe in the attic.

On August 30, 2011, Yanet Casanova signed an Adjuster's Retainer Agreement, with Nationwide Adjusters, LLC, 9100 S. Dadeland Blvd. Suite 1500, Miami FL 33156 for representation in this claim. In a letter dated August 31, 2011, Carolina Espinosa on behalf of Nationwide notified Bankers insurance that they would be representing Ms. Gomez in this claim and specifically noted "this authorization is an assignment and any and all drafts issued in the settlement of this matter should include the interest of NATIONWIDE ADJUSTERS, and should be forward to this office." In addition, Nationwide prepared and presented several documents in furtherance of this insurance claim.

American Bankers Insurance issued several checks in payment for this fraudulent claim resulting in a payout of one hundred sixty eight thousand, two hundred forty-seven dollars (\$168,247):

DATE	PAYEE	AMOUNT
11/8/2011	Yanet Casanova / Nationwide / BAC Home Loans	\$148,647.74
11/8/2011	Yanet Casanova / Servall Restoration LLC	\$19,599.40

LAWYER FOOTNOTES: None

Incident #25

DFS FILE

INCIDENT DAY / DATE / TIME: September 30, 2011, 12:32 p.m.
INCIDENT ADDRESS: 12335 NW 7 Street, Miami
HOMEOWNER: Orlando Mena
TYPE OF FIRE: Residential

ENTITIES: Mena, Argelio Menendez, Espinosa, Jose Menendez, Tejera, Murga, Gustavo Godinez, Citizens

LAWYERS: Alain Perez

Mena stated that when he began talking to Argelio Menendez about having a staged fire at his residence Menendez told him that he would have to insure his residence for over [REDACTED] Menendez explained that after Mena insured the residence, then Menendez would have Espinosa come and examine the residence and insurance policy. Mena increased his insurance policy and then told Menendez. Menendez told Mena that he would come by with Espinosa. Later that same day, Menendez returned to his residence with Espinosa. Espinosa surveyed the residence, kitchen, and flowing and told Mena that they would have to break the sheet rock in the back of the kitchen cabinets so that the fire could reach the roof trusses. Espinosa also told him he would need to change the glass top stove to an electric coil type stove. Espinosa reviewed Mena's insurance policy and advised him that he, would be charged 25% of the insurance claim pay-out. Mena was supposed to pay Menendez [REDACTED] as a finder's fee, but he only paid him [REDACTED] Soon after the above meeting, Mena bought a stove as the one described by Espinosa. He then removed the glass top stove, from his residence, and installed the coil top stove. Approximately two weeks after his initial meeting with Espinosa, Menendez came to his house and advised that they needed to have the staged fire right away, because he was going to stage a fire at his brother's residence, Jose Menendez. Prior to the fire occurring, Menendez prepared him and his wife for their statements to the responding police and fire personnel that would respond to the residence the day of the fire. Menendez told them to say that Tejera had accidentally left a pot, cooking on the stove, while they went to the store.

On the day the staged fire occurred, Menendez came to his residence and made a hole in the wall, inside the kitchen cabinet, that was located above the stove and microwave. Menendez then spread lard over the kitchen cabinets. Tejera placed a pressure cooker type pot, on the burner, and turned on the stove. Mena and Tejera watched as Menendez prepared to start the fire. Mena and Tejera went outside and waited. A few minutes later, Menendez came out of the residence and said, "The fire has started, let's leave". They then all three got into Tejera's truck. Menendez hid in the rear seat so that none of Mena's neighbors would see him in the truck as they drove away from the residence. Upon their arrival back home, Mena observed the fire fighters at his residence along with several public adjusters. While the fire fighters were extinguishing the fire, Mena and Tejera were standing on the sidewalk in front of the residence when they were approached by Mr. Alain Perez, who introduced himself as an attorney that was sent by Espinosa. He told them not to sign any contracts with any of the other public adjusters. Menendez and his wife, Liset Corrales, came to the residence. After the fire fighters were done with the residence, Mena went inside and observed that the fire had started in the same place that Menendez had prepared for the fire to start. A few days after the fire, Mena and Tejera met with Espinosa and Murga, at the burned residence and viewed the damage. Murga stayed at the residence to make a list of the damages. Espinosa filed the insurance claim for the fire with his insurance company. Mena signed the proof of loss form sent to the insurance company and the public adjuster's representation agreement contract. A few days, Federal Agents arrested Mena for medical insurance fraud.

Approximately two weeks after the fire occurred and after his arrest, Mena went to Espinosa's residence and met with Espinosa, Carolina Espinosa, and Murga. Espinosa explained to him that Murga was going to remove all the furniture inside the residence and place it in a warehouse for insurance purposes. During the meeting, Espinosa asked him what he had gotten arrested for at which time he explained that it was for Medicaid insurance fraud associated with the medical center he owned in Michigan. Approximately 3 or 4 weeks after the fire occurred; he went to Attorney Alain Perez's Office and met with Mr. Perez. During that meeting, Mr. Perez suddenly said to him, "If I had known this fire was intentional, I would not have represented you". Mr. Mena advised that Mr. Perez continued to represent him even after that meeting. Mena advised that prior to the fire occurring, his wife, Tejera, was fully aware and involved in the planning for the staged fire. He further stated that he would spend 3 to 4 days a week at his ranch in Okeechobee County, Florida, and he did not know if she had met with Menendez, Murga, or Espinosa in preparing for the fire while he was away.

In February of 2012, Mena, his wife, and his son fled the United States to Cuba to avoid the federal prosecution of the Medicaid fraud. While in Cuba Mena stayed in contact with Attorney Alain Perez, who knew he was a federal fugitive. While in Cuba, Mr. Perez assisted him with setting up the insurance paper work so that he could still get paid for the staged fire. Mr. Perez had Mena sign a document naming his father-in-law, Mr. Gustavo Godinez, as his power of attorney. Mena his wife, and son then moved to Ecuador, where Mr. Godinez would send him

the proceeds from the fraudulent insurance claim. While in Ecuador, Mena sent Mr. Godinez to his residence to begin repairs, but when Mr. Godinez arrived at the residence he found a person who identified himself as Luis Martinez, residing at the residence. Mr. Godinez told Mena of the residence, at which time Mena called Murga. They became involved in an argument, and he advised Murga that he wanted his furniture back. Murga replied that it would cost him [REDACTED] to get the furniture back. In August of 2012, Mena and his family returned to the United States and turned themselves into the federal agents. Mena believes that while he was out of the country, the deed to his residence was fraudulently quick-claimed.

During Tejera's debriefing she stated that after Menendez had the staged fire at his residence, he began talking to her and Mena about having a staged fire of their own. Menendez told Mena that if he wanted to make some money he would introduce him to the people who helped him burn his residence (i.e. Espinosa and Murga). Menendez brought Espinosa to their residence several times before the staged fire took place, in order to prepare it for the fire. Espinosa told them to change the stove, and after it was changed, Espinosa returned to inspect it. Espinosa told Tejera that on the day of the fire, she should put a frying pan with oil in it on the stove. Espinosa told her to tell the responding officers that she had accidentally turned on the burner that the frying pan was sitting on. Espinosa also told her to buy some lard. Espinosa instructed Mena and Menendez to make a hole in the wall in the kitchen, above the stove. Espinosa also instructed them that on the day of the fire, they should place their dog in another room and then leave the residence.

Approximately one week before the fire Tejera met with Mr. Alain Perez who was an attorney. Mr. Perez told her he worked with Mr. Espinosa and he knew there was going to be a staged fire at the residence. He then told her what to say to the fire fighters as to how the fire occurred and that when the police detectives contacted her to tell them that she was represented by him and not to make any statements.

Tejera stated that they fled the United States, due to the federal prosecution for fraud, and went to Cuba, and then Ecuador. Seven months later they turned themselves into federal authorities. While they were living in Cuba, they were told that her and Mena's signatures had been falsified on a quick claim deed for their residence. The residence was supposedly sold to a Mr. Luis Martinez for [REDACTED] Mr. Mena got into an argument over the furniture not being returned to them and the house being sold. Espinosa, Menendez, and Murga threatened them. Mena advised them that he was going to return to the United States and turn himself in. Argelio Menendez told her he would come to Cuba and kill her, and he would also kill her daughter, who still residence in the United States.

On October 4, 2011, an insurance claim was filed with Citizens Property Insurance Company. Mena's claim was represented by the law firm of Montesano & Perez. On 10/10/13 a 633 letter was sent to Citizens and a copy of the fire was requested. Photos in the insurance file documented that the residence had a coil top type stove in the kitchen at the time of the fire.

Citizens Insurance issued several checks as payment for this fraudulent claim, resulting in an approximate payout of [REDACTED] dollars. [REDACTED]

DATE	PAYEE	AMOUNT
10/10/11	Mena / Tejera / Montesano	[REDACTED]
11/30/11	Mena / Tejera / Montesano / Mortgage Co.	[REDACTED]
02/14/12	Mena / Tejera / Montesano	[REDACTED]
03/06/12	Mena / Tejera / Montesano	[REDACTED]

A review of the Miami-Dade Police Department computers revealed that on September 30, 2011, at 12:32 p.m., a residential fire occurred at 12335 SW 7 Street, Miami, Florida.

LAWYER FOOTNOTES: While the fire fighters were extinguishing the fire, Mena and Tejera were standing on the sidewalk in front of the residence when they were approached by Mr. Alain Perez, who introduced himself as an attorney that was sent by Espinosa. He told them not to sign any contracts with any of the other public adjusters.

...he went to Attorney Alain Perez's Office and met with Mr. Perez. During that meeting, Mr. Perez suddenly said to him, "If I had known this fire was intentional, I would not have represented you". Mr. Mena advised that Mr. Perez continued to represent him even after that meeting.

While in Cuba Mena stayed in contact with Attorney Alain Perez, who knew he was a federal fugitive. While in Cuba, Mr. Perez assisted him with setting up the insurance paper work so that he could still get paid for the staged fire. Mr. Perez had Mena sign a document naming his father-in-law, Mr. Gustavo Godinez, as his power of attorney.

Incident #26

DFS FILE

INCIDENT DAY / DATE / TIME: Wednesday, November 9, 2011, 8:00 p.m.
INCIDENT ADDRESS: 37203 SW 209 Avenue, Miami, Florida
HOME OWNER: Jesus Martinez
TYPE OF FIRE: Residence / Vehicle Fire

ENTITIES: Perdomo, Jesus Martinez, Espinosa, Murga, Rodels Ruiz Gonzalez, Lt. Doug Keller, Southern Oak Insurance, Allstate

LAWYERS: Montesano & Perez

A staged fire occurred on November 9, 2011, at a residence where Perdomo was a silent partner in the ownership. The legally registered owner was Jesus Martinez. Espinosa had found the residence prior to him and Martinez purchasing it. Espinosa showed him the residence stating

that they could make lots of money on the house reference a staged claim. Espinosa told him to purchase the residence and take out a one million dollar insurance policy. Espinosa said that the policy needed to be in effect for 45 days before they could have the fire. Espinosa also told Perdomo to go to Rooms to Go furniture store and purchase furniture to furnish the house. Perdomo purchased the residence in Martinez' name and bought [REDACTED] worth of furniture and also placed some of his own furniture inside the residence. Perdomo was unable to purchase electricity service from FP & L, therefore the residence did not have electrical service.

Approximately five months after the purchase and before the fire at the residence occurred, Martinez, Espinosa, Murga, and Perdomo were standing inside of the garage of the residence discussing how to best stage the fire. They discussed setting up a generator to look like it started the fire or utilizing a 2011 BMW vehicle that was registered to Martinez. Espinosa wanted to use the vehicle, but Martinez and Perdomo did not. Eventually it was decided that the vehicle would be used for the fire because the vehicle had previous mechanical problems and Espinosa wanted to use it. Prior to the residential fire, Perdomo and Martinez drove the vehicle to Espinosa's residence and met with him. At that time, Espinosa took a fuse out of the electrical fuse box of the vehicle, and used an electrical extension cord that was attached to an electrical outlet to touch the extension cord to the fuse box. He then placed the fuse back into the fuse box and when the vehicle was turned on, the dashboard warning lights showed there was a problem with the vehicle. Espinosa instructed them to drive the vehicle directly to South Motors BMW located at 16215 South Dixie Highway, Miami, Florida, where they gave the vehicle to the dealership to be repaired claiming there was a problem with it. Espinosa had them do this to create a record showing that there was a mechanical problem with the vehicle.

Prior to the fire being set Perdomo's father died, and he traveled to Cuba to attend the funeral. Prior to leaving, Perdomo told Rodels Ruiz Gonzalez, to let Espinosa into the residence so he could prepare for the staged fire. Perdomo stated that Rodels Ruiz Gonzalez was aware of the insurance fraud scheme and that he utilized his cousin to accompany Espinosa into the residence because he did not trust Espinosa to not steal anything from the residence if he provided him with the key directly. While he was in Cuba, he received a telephone call from Rodels Ruiz Gonzalez, advising that there had been a problem and that the residence had already been burned. The fire was not supposed to occur until he returned from Cuba. Perdomo returned from Cuba and he and Martinez went to Espinosa's residence. Espinosa told them that he personally put a cloth/rag into the fuel outlet compartment of the vehicle and ignited it with a butane torch. Espinosa told them that Rodels Ruiz Gonzalez and Murga watched him set the fire. They then left the residence but they had to return because the fire did not continue to burn as planned and Espinosa had to re-ignite the residence on fire. Mr. Espinosa explained that to start the second fire was a lot of work, but he did not tell them how he started it or where. Espinosa told them Rodels Ruiz Gonzalez waited at the gate of the residence while he and Murga went inside to start the second fire. Espinosa stated that they drove to the location in Murga's vehicle. Espinosa also

told them that he wasn't expecting the residence to burn as much as it did but the responding fire fighters got lost trying to get to the residence.

Martinez signed a public adjusting representation contract with Espinosa before the fire occurred. Martinez started the claims process with the insurance company and Espinosa prepared Martinez ahead of time for his deposition with the insurance company reference the claim. The agreement was that Espinosa was going to receive 30% of the insurance payoff, 20% to Martinez, and the rest of the money would go to Perdomo. He further stated that Attorney Alain Perez is representing Martinez in the insurance claim.

Rodols Ruiz Gonzalez, admitted to being involved in this staged fire. Rodols Ruiz Gonzalez stated that approximately two to four weeks before the fire occurred, Perdomo took him to the residence and told him that he had purchased it and that Espinosa had talked to him about setting the residence on fire. Perdomo asked Rodols Ruiz Gonzalez to accompany Espinosa to the residence when the fire was set, and provided him with the keys to the residence. On the same day as the fire, he received a telephone call from Martinez requesting him to meet him at the residence. When he arrived at the residence, he observed Martinez backing the vehicle into the garage. They then locked up the residence and drove to Espinosa's residence. Martinez took Rodols Ruiz Gonzalez' vehicle and left. Rodols Ruiz Gonzalez got into a Ford F150 truck that is owned by Murga. Murga drove the truck while he and Espinosa were in the passenger seats. They arrived at Martinez' residence at approximately 8 or 9 p.m. All three of them entered the residence and went to the master bedroom at Espinosa's direction. Espinosa took some sort of electronic device from the closet and put it in Murga's truck. Espinosa went into the garage where the vehicle was parked carrying a bag that had a small propane torch in it. Espinosa went to the back of the vehicle and did something to the vehicle while he and Murga went outside. Approximately one or two minutes later, Espinosa exited and locked the door. All three of them got back in the truck and left. They drove approximately two miles away and stopped to see if there were any signs that the fire continued to burn. After a few minutes, Espinosa told him and Murga that he did not see any signs of the fire, so they had to go back and finish the job. Espinosa took the keys to the residence. While he and Murga waited outside Espinosa entered the residence and approximately two minutes later came back out and they left. As they drove away he could see a large glow in the dark in the distance where the house was burning and he could hear sirens that he suspected were the responding fire trucks.

Miami-Dade Fire Rescue Department (MDFRD) Investigator Lieutenant Doug Keller investigated the cause and origin of the fire. His investigation revealed that the fire originated in the garage area of the residence and burned through the roof. Lieutenant Keller classified the fire as undetermined.

Laboratory analysis of fire debris impounded from inside the BMW vehicle revealed that gasoline had been poured on the interior.

On November 22, 2011 an insurance claim was filed for this fire with Southern Oak Insurance Company. The claim was filed for over [REDACTED] dollars. To this date there has not been a final pay out by the insurance company. A claim was filed with Allstate Insurance Company reference the damage to the vehicle. The claim was filed for over [REDACTED] dollars. To this date there has not been an insurance pay out for this claim. Both insurance claims were filed by the law firm of Montesano and Perez P.L., which is the firm owned by Mr. Alain Perez.

LAWYER FOOTNOTES: Both insurance claims were filed by the law firm of Montesano and Perez P.L., which is the firm owned by Mr. Alain Perez.

Incident #27

INCIDENT DAY / DATE / TIME: November 15, 2011, 7:31 p.m.
INCIDENT ADDRESS: 14882 SW 176 Terrace, Miami, Florida
HOME OWNER: Raudel Garcia, W/M, DOB 01-02-1973
TENANT: Lourdes Sarmiento, W/F, DOB 05-30-1964
TYPE OF FIRE: Residential

ENTITIES: Raudel Garcia, Espinosa, Lourdes Sarmiento, Lt. Ricardo Bendana, Argemis Colome, Citizens, Rimkus Fire Investigations, Brian Riedmayer

LAWYERS: Joan Montesano, Alain Perez

Raudel Garcia was a construction contractor who became acquainted with Espinosa from doing work on Espinosa's residence. The CI, Espinosa, and Raudel Garcia went to the above residence, which was owned by Garcia's father and rented to Lourdes Sarmiento. Espinosa surveyed the residence and decided that the fire should be staged in the area of the clothes washer and dryer. Espinosa advised the tenants that he would return to the residence the next day at approximately 6:00 p.m., and start the fire. The next day the CI picked Espinosa up and they drove in his truck back to the residence. Espinosa brought his small propane torch with him. Upon their arrival, Raudel Garcia, Lourdes Sarmiento, and her son were at the residence. Espinosa noticed that there was a park across the street from the residence and at that time of day there were a lot of joggers there. Espinosa decided that it wasn't a good time to stage the fire. Espinosa then directed Raudel Garcia to start the fire, around the area of the clothes dryer vent, at a better time. The CI and Espinosa then left.

Two or three days later, Espinosa told the CI that the fire had occurred, but that the fire had burned through a water pipe which kept the fire damage to a minimal. Espinosa further stated that there was more water damage to the residence than fire damage.

During your Affiant's follow-up investigation, your Affiant was able to corroborate information provided by the CI. Miami-Dade police and fire units were dispatched to the incident. Miami-

Dade Fire Department Lieutenant Ricardo Bendana reported that the fire had occurred in the laundry room of the residence due to some linen. Lieutenant Bendana did not request a fire investigator to the scene. Miami-Dade Police Department Hammocks District Officer Argemis Colome reported that the fire fighters had advised that the fire was electrical. Your Affiant reviewed both the police and fire reports and learned that Lourdes Sarmiento was identified as the tenant at the residence at the time of the fire.

An insurance claim was filed with Citizens Property Insurance Company. Citizens Property Insurance Company hired Rimkus Fire Investigations reference a fire investigation. Rimkus Fire Investigator Brian Riedmayer reported that he was unable to determine what caused the fire. Brian Riedmayer reported that upon his arrival the scene had been disturbed from where dry wall had been removed due to a water leak. Brian Riedmayer noted that the fire originated in the attic above the laundry room where there was electrical wiring. Brian Riedmayer's investigative findings were classified as inconclusive.

Your Affiant's review of the insurance file revealed that Attorneys Joan Montesano and Alain Perez of the law firm Montesano & Perez P.L., represented Raudel Garcia in the insurance claim.

Citizens Property Insurance Company issued several checks in payment for this fraudulent claim resulting in an approximate payout of one hundred and six thousand, one hundred and thirty-one dollars (\$106,131):

DATE	PAYEE	AMOUNT
3/15/2012	Raudel Garcia / Chase Morgan / Montesano & Perez	\$92,631.42
3/15/2012	Raudel Garcia / Chase Morgan / Montesano & Perez	\$13,500.00

LAWYER FOOTNOTES: Attorneys Joan Montesano and Alain Perez of the law firm Montesano & Perez P.L., represented Raudel Garcia in the insurance claim.

Incident #28

DFS FILE

INCIDENT DAY / DATE / TIME: Friday, December 16, 2011, 9:55 p.m.
INCIDENT ADDRESS: 13515 SW 23 Street, Miami, Florida
HOME OWNER: Lazaro Rivera / Aday Vina
TYPE OF FIRE: Residential fire

ENTITIES: Rivera, Perdomo, Espinosa, Carolina Espinosa, Lt. Keller, Anay Vina, Citizens

LAWYERS: Montesano & Perez

Rivera told Perdomo that he needed money and wanted to do something to his house. Rivera knew of the fraudulent insurance scheme and asked Perdomo to take him to see his public adjuster friend (Espinosa). Rivera asked Perdomo to loan him money to pay for the insurance on his residence and in return he would pay him [REDACTED] when the insurance company paid him for the staged claim. Perdomo loaned Rivera [REDACTED] for the insurance on his residence and other incidentals. Rivera purchased insurance on his residence with Citizens Insurance Company.

Perdomo took Espinosa to Rivera's residence. After Espinosa viewed the residence, he first advised that they would stage the fire in a small room that already had a Christmas tree in it. He further stated that they would add a television to the room and use a faulty electrical power surge protector. The power surge protector would be the same type that Espinosa got from his electrician that was already set up with a short circuit in it and that it cost the homeowner [REDACTED].

From December 10, 2011 until December 15, 2011, Perdomo and his cousins removed Rivera's new furniture from the residence and placed it in Perdomo's residence. Perdomo paid Rivera [REDACTED] for the furniture. They then took Perdomo's old furniture out of his residence and placed it inside Rivera's residence. They also removed Rivera's computer and placed Perdomo's old computer inside the residence. Rivera removed his guns from the residence prior to the fire.

On the day of the fire, Perdomo and Espinosa responded to Rivera's residence. Espinosa observed that the chosen room had an opening to the attic, at which time he had Rivera place clothing inside and around the attic opening. Espinosa placed the faulty power surge protector on a shelf and plugged an electrical extension cord into it, and draped the cord across the bed and plugged it into a hair blow dryer, which he placed on the bed. Espinosa showed Rivera how to start the fire utilizing a blanket. After the fire started, Espinosa extinguished it. He then told Rivera to restart the fire at 7:30 p.m., that evening, that way Espinosa could have an alibi of being at a restaurant.

Later Perdomo received a telephone call from Rivera advising him that he was on his way to start the fire at the residence. A short time later Rivera called him from one of his friend's residence in the area advising that he had started the fire. Perdomo could hear the back ground sounds of a fire truck siren through the telephone. After the fire Rivera leased his in-laws residence to reside in while the repairs were being made to his residence. Carolina Espinosa provided the lease agreement contract. After Rivera was paid by the insurance company for the claim, Rivera wrote Perdomo a check for [REDACTED] Espinosa gave him a [REDACTED] check as a finder's fee.

MDFRD Lieutenant Keller investigated the cause and origin of this fire. Lt. Keller found a blow dryer, a television, and a DVR player on the bed in the bedroom where the fire started. Anay Vina, Rivera's wife, told Lieutenant Keller that prior to her and her husband going to dinner that

night, she had used the hair dryer and left it on the bed. When they returned from dinner they found the fire fighters extinguishing the fire. Lieutenant Keller classified the fire as undetermined.

Shortly after the fire a claim was filed with Citizens Property Insurance Company. A review of that file revealed that the fire claim was reported on December 17, 2011, and that the attorney firm of Montesano & Perez P.L. and Mr. Espinosa represented Rivera in the claim. On April 1, 2013, a 633 letter was sent to Citizens and a copy of the file was requested.

Citizens Insurance issued several checks as payment for this fraudulent claim, resulting in an approximate payout of [REDACTED] dollars.

DATE	PAYEE	AMOUNT
12/21/11	Lazaro Rivera / Montesano	[REDACTED]
02/13/12	Lazaro Rivera / Montesano / Mortgage Co.	[REDACTED]
03/08/12	Lazaro Rivera / Montesano	[REDACTED]
10/30/12	Lazaro Rivera / Montesano	[REDACTED]
10/30/12	Lazaro Rivera / Montesano / Mortgage Co.	[REDACTED]

LAWYER FOOTNOTES: ...that the attorney firm of Montesano & Perez P.L. and Mr. Espinosa represented Rivera in the claim.

Incident #29

INCIDENT DAY / DATE / TIME: December 21, 2011, 11:48 p.m.
INCIDENT ADDRESS: 10980 SW 173 Terrace, Miami, Florida
HOME OWNER: Joel Macineiras, W/M, DOB 03-12-1973
TENANT: Rafael Ruano, W/M, DOB 08-11-1966
TYPE OF FIRE: Residential

ENTITIES: Joel Macineiras, Espinosa, Nicholas Rodney, Rafael Ruano, Lt. A. Carbonell, Citizens, Christopher Viamontes, Daysi Franco

LAWYERS: Yordania Padron, Alain Perez, Joan Montesano

In 2011, while the CI was at Espinosa's residence, located at 15770 SW 216 Street, Miami-Dade County, FL, Joel Macineiras showed up. Joel Macineiras told Espinosa that he needed to make money reference an insurance claim. The CI and Espinosa went to Joel Macineiras' residence, which was located in the area of SW 192 Street and Eureka Drive in Miami. Espinosa surveyed the residence, and told Joel Macineiras that they could build a "Santeria Altar" inside the residence and fill it with candles. Espinosa gave Joel Macineiras instructions as to where and how to build this altar, and also advised him to paint the walls of the residence. At that time the residence was partially furnished, but it did not appear as if anyone was residing there. A while

later, the CI and Espinosa returned to the residence and viewed what Joel Macineiras had built. Espinosa advised that the residence was perfect and ready to have the fire. The CI described the altar as being made of wood with multiple levels. Espinosa instructed Joel Macineiras to throw a “Santeria” party on a Friday, and to start the fire after the guests had left. Espinosa told him to claim that the fire had started because a guest at the party had knocked over a candle. Joel Macineiras asked Espinosa if several small plastic model airplanes which he had hanging from the ceiling would survive the fire, and Espinosa assured him that they would fully knowing that they would not. At that time, the same furniture was still inside the residence as before and the residence still appeared as though no one was residing there. The residence burned within three days of this visit. The day after the party/fire the CI responded to the residence, and upon his arrival, Joel Macineiras’ father was on the scene. While the CI was there, Espinosa came by and viewed the damage. The CI heard Espinosa tell Joel Macineiras’ father that Joel Macineiras burned the residence too much.

During your Affiant’s follow-up investigation, your Affiant was able to corroborate information provided by the CI. Miami-Dade Police Department Cutler Ridge District Officer Nicholas Rodney was dispatched to the fire and reported that upon his and the fire suppression teams’ arrival, the residence was unoccupied. He further noted that while the fire was being extinguished, Rafael Ruano, W/M, DOB 08-11-1966, arrived on the scene and advised that he resided at the residence. Mr. Ruano stated that he might have left some candles burning inside the residence. Miami-Dade Fire Department Investigator Lieutenant A. Carbonell responded to the scene but was unable to determine the cause of the fire. Lt. Carbonell reported that the area of origin of the fire had been in the southeast side of the structure in the second bedroom from the rear. He further noted that prayer candles were found underneath the fire debris in that area. He classified the fire as undetermined.

After locating the above listed residence, your Affiant re-interviewed the CI who was shown pictures of the residence, at which time he positively identified the residence as the one he and Espinosa visited with Joel Macineiras. The CI stated that no one got paid for this fraudulent claim because there was some kind of problem with the insurance policy.

The CI stated that one day while he and Espinosa were talking about this claim, Espinosa informed him that he was going to take several of their staged claims that they had not been paid for by the insurance companies to Attorney Yordania Padron of the Padron Law Firm so she could sue the companies. The CI stated that he was introduced to Attorney Padron, but he never actually discussed any of his cases with her. He further advised that most of the time, Carolina Espinosa would converse back and forth with Attorney Padron about the cases and then Carolina Espinosa would instruct the CI as to what papers to sign and where. The CI stated that he was basically kept at a distance from Attorney Padron, while Espinosa and Carolina Espinosa would socialize with her, go on trips with her, and she would visit the Espinosa’s at their residence.

An insurance claim was filed with Citizens Property Insurance Company. Your Affiant reviewed that file and learned that the residence was in foreclosure at the time that the fire occurred. It further revealed that Attorney's Alain Perez and Joan Montesano of the law firm of Montesano & Perez P.L. represented Joel Macineiras in the insurance claim. Montesano & Perez, P.L. in furtherance of the claim prepared and presented Citizens with a dwelling repair estimate claiming \$279,552.60 in damages.

On December 29, 2011, Christopher Viamontes from Citizens Property Insurance Company inspected the property along with Attorney Alain Perez. Attorney Perez advised Christopher Viamontes that the owner of the property did not reside in the property and it was rented. Attorney Perez further stated that the tenants had advised the owner that they had been performing religious ceremonies when they left the residence to go to the pharmacy. Attorney Perez advised that he did not know anything else about the fire, but would provide pictures that the tenants gave to the insured showing them living in the property prior to the fire occurring.

An investigation by Citizens determined that Joel Macineiras had no insurable interest in the property as years prior to the fire the title to this property had been quick claimed deed to an individual by the name of Daysi Franco. Citizens denied this claim and no monies were paid out as a result.

LAWYER FOOTNOTES: Espinosa informed him that he was going to take several of their staged claims that they had not been paid for by the insurance companies to Attorney Yordania Padron of the Padron Law Firm so she could sue the companies. The CI stated that he was introduced to Attorney Padron, but he never actually discussed any of his cases with her. He further advised that most of the time, Carolina Espinosa would converse back and forth with Attorney Padron about the cases and then Carolina Espinosa would instruct the CI as to what papers to sign and where. The CI stated that he was basically kept at a distance from Attorney Padron, while Espinosa and Carolina Espinosa would socialize with her, go on trips with her, and she would visit the Espinosa's at their residence.

Attorney's Alain Perez and Joan Montesano of the law firm of Montesano & Perez P.L. represented Joel Macineiras in the insurance claim.

Incident #30

INCIDENT DAY / DATE / TIME:	December 23, 2011, 11:51 p.m.
INCIDENT ADDRESS:	2702 24 Street SW, Lehigh Acres Florida
HOME OWNER:	Fausto Marimon, W/M, DOB 09-01-1977
TYPE OF FIRE:	Residential

ENTITIES: Fausto Marimon, Erlis Chercoles, Espinosa, Kenneth Bennett

LAWYERS: None

Fausto Marimon is a cousin of Erlis Chercoles and was referred to Espinosa by Erlis Chercoles. The CI, Espinosa, and Erlis Chercoles drove to Fausto Marimon’s residence. Upon their arrival, they saw that the residence already had a Christmas tree inside. Espinosa surveyed the residence and checked the insurance policy coverage. Espinosa told Fausto Marimon to place boxes and toys underneath the Christmas tree and to buy a cheap electrical power strip for the tree. Espinosa also told Fausto Marimon that when he had all those things in place, to start the fire by putting a flame to the Christmas tree skirt.

During your Affiant’s follow-up investigation, your Affiant was able to corroborate information provided by the CI. Lehigh Acres Fire Department responded to the scene reference the fire. Fire Marshal Investigator Kenneth Bennett of the Lehigh Fire Department responded and reported that in his opinion the fire had occurred in the garage area that had been converted into a room. Fire Marshal Bennett noted that the fire occurred when the wires and power strip that were between a sofa chair and desk had over heated. Fire Marshal Bennett also noted that a flat screen television and toy battery chargers were plugged into the power strip. He classified the fire as accidental.

An insurance claim was filed with Citizens Property Insurance Company. The law firm of Montesano & Perez, P.L. represented Fausto Marimon in this claim. On March 19, 2012, Montesano & Perez, P.L. 782 NW LeJeune Rd. Miami-Dade County FL, prepared and knowingly presented a written statement in support of the claim by submitting a dwelling repair estimate claiming \$205,184.06 in damages. On March 19, 2012 Montesano & Perez, P.L. also submitted two “Sworn Statement In Proof of Loss” claiming losses in the amount of \$204,184.06 & \$94,251.96, both documents notarized in Miami-Dade County, FL.

Citizens Property Insurance Company issued several checks in payment for this fraudulent claim resulting in an approximate payout of two hundred twenty three thousand, and one hundred forty dollars (\$223,140):

DATE	PAYEE	AMOUNT
12/29/2011	Fausto Marimon	\$5,000.00
1/31/2012	Fausto Marimon / Montesano & Perez	\$91,181.62
3/20/2012	Fausto Marimon / Montesano & Perez	\$17,253.17
3/20/2012	Fausto Marimon	\$34,621.95
3/20/2012	Fausto Marimon	\$10,000.00
9/24/2012	Fausto Marimon / Montesano & Perez	\$41,498.60
9/24/2012	Fausto Marimon / Montesano & Perez	\$10,547.98
9/24/2012	Fausto Marimon / Montesano & Perez	\$10,000.00
10/19/2012	Fausto Marimon / Montesano & Perez	\$175.69
10/19/2012	Fausto Marimon / Montesano & Perez	\$904.83
10/19/2012	Fausto Marimon / Montesano & Perez	1,956.76

LAWYER FOOTNOTES: None

Incident #31

DFS FILE

INCIDENT DAY / DATE / TIME: Saturday, December 24, 2011, 11:47 a.m.
INCIDENT ADDRESS: 34605 SW 213 Avenue, Miami, Florida
HOME OWNER: Abel Gutierrez
TYPE OF FIRE: Residential fire

ENTITIES: Gutierrez, Espinosa, Perdomo, Murga

LAWYERS: Alain Perez

Gutierrez knew that Espinosa staged fraudulent insurance claims to make money. Approximately two weeks before Gutierrez' residence fire in December of 2011, Gutierrez approached Perdomo saying that he needed to talk to Espinosa because he wanted to have a fire at his residence. Perdomo picked up Espinosa in his vehicle and drove him to Gutierrez' residence. Gutierrez told Espinosa he wanted to make money. Espinosa replied that the residence was perfect. Espinosa checked the insurance policy, surveyed the residence and upon observing that Gutierrez already had a natural Christmas tree in the residence, he said that the tree would be perfect for a fire. On December 23, 2011, Perdomo and Espinosa returned to Gutierrez; residence and made contact with him. Espinosa told Gutierrez that they were going to use an electrical surge protector (power strip) that had been altered by an electrician, to appear as though it had shorted out and caused the fire. Espinosa told Gutierrez that the electrical power strip would cost him [REDACTED] Espinosa checked the residence again and decided to create the fire in the play room next to the kitchen. Espinosa explained to Gutierrez how to use the faulty power strip and how to start the fire. Espinosa had Gutierrez sign a contract stating that he would represent him as a public adjuster in the insurance claim. On December 24, 2011, Gutierrez started the fire.

After the fire, Espinosa complained to Perdomo that Gutierrez did not pay him the [REDACTED] for the faulty power strip. Perdomo spoke with Gutierrez, and Gutierrez paid Espinosa the money he owed. Perdomo received [REDACTED] as a finder's fee. Gutierrez was paid over [REDACTED] from the insurance company for the fire. Gutierrez complained that he did not want to use Murga's restoration company because it was one more way Espinosa would make money. Gutierrez also complained that Attorney Alain Perez showed up at his residence and talked to him prior to the fire occurring.

Shortly after the fire a claim was filed with Citizens Property Insurance Company. The Law Firm of Montesano & Perez P.L., represented Gutierrez in this claim. On August 5, 2013, a 633 letter was sent to Citizens and a copy of the insurance file requested.

Citizens Insurance issued several checks as payment for this fraudulent claim, resulting in an approximate payout of [REDACTED] dollars. A check for [REDACTED] was issued on January 19, 2012 and a second check for [REDACTED] dollars was issued on April 3, 2012.

The original responding MDFRD fire suppression units determined that an electrical malfunction in a common room was the cause of the fire. They classified the fire as accidental and did not notify a MDFRD fire investigator.

LAWYER FOOTNOTES: Gutierrez also complained that Attorney Alain Perez showed up at his residence and talked to him prior to the fire occurring.

Incident #32

INCIDENT DAY / DATE / TIME: December 30, 2011, 11:44 p.m.
INCIDENT ADDRESS: 12345 SW 43 Street, Miami, Florida
HOME OWNER: Roberto Leon, W/M, DOB 05-09-1974
TYPE OF FIRE: Residential

ENTITIES: Espinosa, Carolina Espinosa, Roberto Leon, Lt. Jeffrey Burns, Citizens, Onsite Appraisals, Rayza Alvarez

LAWYERS: Gisel Brito (M&P)

On December 30, unknown year, Espinosa and his wife Carolina stopped by the CI's residence but she remained in their car. The CI and Espinosa got into the CI's car and drove to Roberto Leon's residence, while Carolina waited in their Rolls Royce at the CI's residence. At that time, Espinosa had his small propane torch with him. Upon their arrival at Roberto Leon's residence, Espinosa unlocked the gate with a key. Espinosa told the CI that the residence belonged to a friend of his that was on a trip to the Dominican Republic. They went into the residence utilizing the key that Espinosa had in his possession. They went into a bedroom that was attached to another bedroom, which had been remodeled into a large closet. Espinosa used his torch to ignite cables and clothing inside the closet/room. The CI and Espinosa then left the residence, locking the door of the residence and the gate behind them. They returned to the CI's home and they all went to dinner. The next day Roberto Leon received a telephone call from his neighbor advising him of the fire at his residence. Roberto Leon called Espinosa and the CI and informed them of the fire, at which time the CI responded to the residence. The CI noticed that the point of origin of the fire at the residence was exactly where Espinosa had started it.

During your Affiant's follow-up investigation, your Affiant was able to corroborate information provided by the CI. Miami-Dade Fire Department Investigator Lieutenant Jeffrey Burns responded to the scene reference a cause and origin fire investigation. He determined that the fire had originated in the master bedroom closet in the northwest corner of the structure. He reported

that an electronic device, power cord, and an electrical outlet were found near the point of origin, but he was unable to determine if this was the cause of the fire. He further noted that there was heavy fire damage to the walls and ceiling of the structure. Lieutenant Burns reported that upon the arrival of the responding fire fighters, they had to make forced entry into the unoccupied burning residence. The neighbors advised the fire fighters that the homeowners were out of town. Lieutenant Burns classified the fire as undetermined.

An insurance claim was filed with Citizens Property Insurance Company. Your Affiant reviewed that insurance file and learned Attorney Gisel Brito of the law firm of Montesano & Perez P.L. represented Roberto Leon in the claim. It further showed that Espinosa’s company, “Onsite Appraisals” was the property damage appraiser representing Roberto Leon in the claim.

Citizens Property Insurance issued several checks in payment for this fraudulent claim resulting in an approximate payout of three hundred sixty-nine thousand, one hundred and fourteen dollars (\$369,114):

DATE	PAYEE	AMOUNT
2/3/2012	Roberto Leon / Rayza Alvarez / Professional Bank / Montesano & Perez	\$172,691.14
2/3/2012	Roberto Leon / Rayza Alvarez / Professional Bank / Montesano & Perez	\$7,317.25
3/2/2012	Roberto Leon / Rayza Alvarez / Montesano & Perez	\$94,224.96
1/4/2013	Roberto Leon / Rayza Alvarez / Professional Bank / Montesano & Perez	\$77,208.86
2/1/2013	Roberto Leon / Rayza Alvarez / Professional Bank / Montesano & Perez	\$17,672.75

LAWYER FOOTNOTES: ...Attorney Gisel Brito of the law firm of Montesano & Perez P.L. represented Roberto Leon in the claim.

Incident #33

INCIDENT DAY / DATE / TIME: January 27, 2012, 8:19 p.m.
INCIDENT ADDRESS: 725 Cardinal Street, Lehigh Acres, Florida
HOME OWNER: Seth Horton, W/M, DOB 08-25-1988
Yaima Sanchez, W/F, DOB 08-31-1987
RESIDENT: Ileana Sanchez, W/F, DOB 01-09-1968
TYPE OF FIRE: Residence / Vehicle

ENTITIES: Ileana Sanchez, Seth Horton, Yaima Sanchez, Espinosa, Ken Bennet, Southern Fidelity Insurance, Scientific Expert Analysis, Richard Peterson, Mercury Indemnity

LAWYERS: Montesano & Perez

Ileana Sanchez, the mother-in-law of Seth Horton, contacted the CI and told him that they wanted to have a water claim at their residence. The CI and Espinosa drove to the residence, and upon their arrival met with Yaima Sanchez and her mother Ileana Sanchez. The CI believed that Yaima Sanchez was the wife of Seth Horton. Espinosa surveyed the residence, checked the insurance policy, and told Yaima Sanchez that a fire claim would be better. Espinosa directed her to take their vehicle to the dealership and report that the vehicle had been overheating.

Approximately two months after that meeting, Ileana Sanchez called inquiring as to when Espinosa was going to come to the residence and start the fire. The CI and Espinosa again drove to Lehigh Acres where they left the CI's truck at a shopping center that Ileana Sanchez pre-arranged to meet them at. Ileana Sanchez drove them to the residence. At this time, Espinosa was carrying his small propane torch. Upon their arrival at the residence, Seth Horton and Yaima Sanchez were there. The CI, Seth Horton and Espinosa went to the garage where Espinosa raised the hood of the vehicle, possibly a Dodge, which was parked inside. Utilizing the propane torch, Espinosa started a fire in the engine compartment of the vehicle near the battery and cables. Espinosa directed Seth Horton to wait until the car fire progressed, and then run out of the residence. After Espinosa started the fire, Ileana Sanchez took the CI and Espinosa back to his truck and they returned to Miami. This fire burned through the roof of the residence and the law firm of Montesano & Perez, located in Miami-Dade County, filed a claim and represented Seth Horton in the insurance claim, which paid over \$100,000.00.

During your Affiant's follow-up investigation, your Affiant was able to corroborate information provided by the CI. Lehigh Acres Fire Department responded to this property reference a fire. Fire Investigator Ken Bennett performed a fire investigation, and determined that the fire had started inside the passenger compartment of a 2003 Chevrolet Impala parked inside the garage and that the fire had spread to the residence. Investigator Bennett reported that the fire had started due to faulty electrical wiring and classified the fire as accidental.

Montesano & Perez, P.L., located at 782 NW LeJeune Rd., suite 450, Miami-Dade, Florida, notified Southern Fidelity, via a letter dated January 30, 2012, that the law firm had been retained to represent Seth Horton & Yaima Sanchez in the insurance claim. Montesano & Perez, P.L., prepared and knowingly presented a written statement in support of the claim by submitting a dwelling repair estimate claiming \$ 179,285.94 in damages. In addition, and in furtherance of the insurance claim, Montesano & Perez, P.L, prepared and knowingly presented a written statement in support of the claim by submitting two Sworn Statements in Proof of Loss claiming a loss suffered valued at \$179,294.53 and \$79,956.95. Montesano & Perez, P.L., notified Southern Fidelity that Jorge Espinosa with Onsite Appraisal, LLC located at 1200 Brickell Avenue, Suite 1950, Miami-Dade, Florida, would be submitting an appraisal detailing the damages suffered.

Southern Fidelity Insurance hired Scientific Expert Analysis (S.E.A.) to perform a cause and origin fire investigation. S.E.A. Fire Investigator Richard Peterson reported that Mr. Horton reported to him that he had performed maintenance work on the car himself. Mr. Horton advised that the check engine light on the dashboard gauge had been illuminating the last few months. Seth Horton stated that the day of the day of the fire he had gone to the grocery store and upon returning home parked the vehicle inside the garage. Approximately 20 minutes later, he heard the vehicle's horn sounding and observed smoke inside the garage. Seth Horton exited the residence and alerted Lehigh Acres Fire Department. Investigator Peterson noted that in his opinion the fire had started in the garage. He reported that the fire had originated inside the 2003 Chevrolet Impala that was parked inside the garage, and that the primary area of the fire origin had been in the front passenger compartment area, inside the dashboard and had extended into the engine compartment of the vehicle. Investigator Peterson classified the fire as undetermined, but reported that the fire was due to electrical causes.

Southern Fidelity Insurance issued several checks in payment for this fraudulent claim resulting in an approximate payout of two hundred and sixty three thousand, four hundred and forty dollars (\$263,440), for the damage to the property and its contents:

DATE	PAYEE	AMOUNT
2/22/2012	Seth Horton / Yaima Sanchez / Montesano & Perez	\$10,000.00
5/11/2012	Seth Horton / Yaima Sanchez / Montesano & Perez Bank of America	\$121,251.35
5/11/2012	Seth Horton / Yaima Sanchez / Montesano & Perez	\$73,187.69
10/31/2012	Seth Horton / Yaima Sanchez / Montesano & Perez BAC Home Loan	\$37,143.96
10/31/2012	Seth Horton / Yaima Sanchez / Montesano & Perez	\$21,857.48

An insurance claim was also filed with Mercury Indemnity Company Insurance Group on January 28, 2012, for the damages suffered by the 2003 Chevrolet Impala. Mercury Indemnity Company Insurance Group issued several checks in payment for this fraudulent claim resulting in an approximate payout of five thousand, one hundred eighty-seven dollars (\$5,187):

DATE	PAYEE	AMOUNT
02/14/12	Seth William Horton	\$5,174.29
05/11/12	Sunstate Title Service Inc.	\$12.75

LAWYER FOOTNOTES: Montesano & Perez, P.L... notified Southern Fidelity, via a letter dated January 30, 2012, that the law firm had been retained to represent Seth Horton & Yaima Sanchez in the insurance claim. Montesano & Perez, P.L., prepared and knowingly presented a written statement in support of the claim by submitting a dwelling repair estimate claiming \$ 179,285.94 in damages. In addition, and in furtherance of the insurance claim, Montesano & Perez, P.L, prepared and knowingly presented a written statement in support of the claim by

submitting two Sworn Statements in Proof of Loss claiming a loss suffered valued at \$179,294.53 and \$79,956.95. Montesano & Perez, P.L., notified Southern Fidelity that Jorge Espinosa with Onsite Appraisal, LLC located at 1200 Brickell Avenue, Suite 1950, Miami-Dade, Florida, would be submitting an appraisal detailing the damages suffered.

Incident #34

DFS FILE

INCIDENT DAY / DATE / TIME: Monday, March 26, 2012
INCIDENT ADDRESS: 3830 SW 138 Avenue, Miami Florida
HOME OWNER / RESIDENT: Daney Perez / Javier Lopez Rivero
INCIDENT: Residential / Water Claim

ENTITIES: Javier Lopez Rivero, Perdomo, Espinosa, Daney Perez, Citizens, Hanio Perez, Servall Restoration, Murga

LAWYERS: Montesano & Perez

Javier Lopez Rivero, approached Perdomo around February of 2012, and told him that he had a leak in his kitchen. Rivero, being aware of Espinosa's schemes, asked Perdomo if he could get Espinosa to help him file a claim so he could make some money. Perdomo took Rivero to see Espinosa. Espinosa asked Rivero if he wanted to have a water claim or a fire claim. Rivero told him a water claim, at which time Espinosa told him he would come to Rivero's residence the next day, and for him to have his insurance policy with him so he could review it.

The next day Perdomo picked up Espinosa and drove him to Rivero's residence. Espinosa was introduced to Daney Perez, who was Rivero's girlfriend. After Espinosa reviewed the insurance policy, he attempted to convince Perez and Rivero to have a fire at the residence, but Perez said, "No, only a water claim". Rivero showed Espinosa the residence and previous places where there had been water problems. Rivero showed Espinosa where the previous kitchen leak was supposed to be, but at that time he did not see any evidence of a leak. Espinosa told Rivero that Murga would come to the residence the next day and stage the leak in the bedroom. Espinosa provided Rivero with Murga's cellular telephone number. Espinosa had a contract signed that same day for him to represent them in the insurance claim. The following day Perdomo went to Rivero's residence, and the residence had already been completely flooded. He was in the kitchen talking to Rivero while Murga and two unknown males were working in the bedrooms. One of the workers was a plumber. There were blowers already inside the residence and the workers were removing the baseboards. Perdomo was supposed to get a 20% finder's fee from Espinosa, but he was arrested and hasn't spoken to him since. Espinosa estimated that Rivero should get approximately [REDACTED] dollars for the claim.

Shortly after the water damage a claim was filed with Citizens Property. On April 1, 2013, a 633 letter was sent to Citizens and a copy of the file was requested. A review of that file revealed that the law firm of Montesano & Perez represented Ms. Daney Perez and Mr. Hanio Perez in the claim. Further review revealed that the restoration service of the residence was done by Servall Restoration, LLC, which is owned by Murga. The file lists that a broke angle stop under the sink was the cause of the water damage. Citizens paid approximately [REDACTED] dollars for this fraudulent claim.

LAWYER FOOTNOTES: Montesano & Perez represented Ms. Daney Perez and Mr. Hanio Perez in the claim.

Incident #35

INCIDENT DAY / DATE / TIME:	April 12, 2012
INCIDENT ADDRESS:	501 NW 132 Avenue, Miami, Florida
HOME OWNER:	Jose Pinero, W/M, DOB 09-07-1975
TYPE OF FIRE:	Residential Water Claim

ENTITIES: Espinosa, Jose Pinero, Francisco Pinero-Gonzalez, Rotor Rooter Plumbing, Citizens, Layda T. Pinero

LAWYERS: Joan Montesano

Espinosa had been to Jose Pinero's residence on several occasions, along with Francisco Pinero-Gonzalez, trying to convince Jose Pinero to have a staged fire insurance claim. Jose Pinero had been insistent on having a staged water insurance claim instead, but Espinosa wanted to stage a fire claim because there would be more money to profit from in the claim. Each time, Jose Pinero was insistent that the staged claim be a water claim. One day Espinosa called the CI and they both went to Jose Pinero's residence. Espinosa surveyed the residence, found a water pipe in the attic, and took it apart causing the pipe to begin leaking. The CI, Espinosa, and Jose Pinero then left the residence. As they were leaving water was already leaking through the ceiling. Later that night, Jose Pinero called the CI and he responded to the residence. He saw that a plumber from Rotor Rooter Plumbing Company was fixing the broken pipe. Espinosa represented Jose Pinero in the insurance claim.

During your Affiant's follow-up investigation, your Affiant was able to corroborate information provided by the CI. An insurance claim was filed with Citizens Property Insurance Company. An investigation by the insurance company revealed that the water damage had come from a broken water pipe that was located in the ceiling over the master bedroom closet. There was a receipt in the insurance file showing that a plumber from Rooter Router had made the repairs. Further review of the file revealed that Attorney Joan Montesano of the law firm of Montesano & Perez P.L. represented Jose Pinero in the water claim. The insurance file also showed that a few weeks

after this water claim, a fire occurred at this same residence and a second claim was filed. Your Affiant's review revealed that the payout for the water claim was included with the fire claim.

Citizens Property Insurance issued several checks in payment for this fraudulent claim resulting in an approximate payout of fifty-eight thousand, one hundred and ninety-two dollars (\$58,192):

DATE	PAYEE	AMOUNT
05/21/12	Jose Pineiro/Layda T Pineiro/Montesano & Perez	\$10,000.00
08/21/12	Jose Pineiro/Layda T Pineiro/Montesano & Perez	\$7,460.00
08/21/12	Jose Pineiro/Layda T Pineiro/Montesano & Perez	\$33,402.00
11/07/12	Jose Pineiro/Layda T Pineiro/Montesano & Perez	\$ 7,330.00

LAWYER FOOTNOTES: ...that Attorney Joan Montesano of the law firm of Montesano & Perez P.L. represented Jose Pinero in the water claim.

Incident #36

INCIDENT DAY / DATE / TIME: April 28, 2012, 9:15 p.m.
INCIDENT ADDRESS: 4810 20 Street NE, Naples, Florida
HOME OWNER: Nelson Fernandez, W/M, DOB 03-03-1976
TENANT: Angel Lopez, W/M, DOB 10-13-1973
TYPE OF FIRE: Residential

ENTITIES: Espinosa, Erlis Chercoles, Nelson Fernandez, Angel Lopez, Marfongella, United Property Casualty, Robert Doran, Lorena Cantisani, Jorge Espinosa, Onsite Appraisal

LAWYERS: Montesano & Perez, Padron

Espinosa told the CI that he had received a telephone call from Erlis Chercoles referring another job to him and that they needed to drive to Naples to meet the homeowner. The CI and Espinosa drove to Naples and met with Nelson Fernandez, who owned the residence. At that time the residence was vacant. Espinosa surveyed the residence and read the insurance policy coverage. Espinosa told Nelson Fernandez to find a renter for the residence, and instructed Nelson Fernandez to prepare the residence for the staged fire by placing furniture, televisions, and clothing inside. Approximately two months later, Espinosa and the CI drove to Naples, to meet with Nelson Fernandez again. Espinosa brought with him a shorted out electrical power strip. Upon arriving at the residence, Nelson Fernandez, along with a tenant, who was later identified as Angel Lopez, was at the residence. Espinosa checked the residence again, at which time he became very angry because the changes he wanted done to the residence had not been complete. Espinosa again explained to Nelson Fernandez that he needed to install a television on the wall in the master bedroom and run the electrical wires through the master bedroom closet, and he

needed to connect the television into the faulty electrical power strip that Espinosa had brought with him. Espinosa told him to fill the master bedroom closet with clothing matching the same size of the men and women that were “residing” there. Espinosa also said to hand the clothing on metal clothes hangers inside the closet. Espinosa advised Nelson Fernandez to then use a butane lighter to ignite the clothing. Espinosa and the CI then left. Approximately three or four days later, Espinosa was notified that the fire had occurred at the residence.

During your Affiant’s follow-up investigation, your Affiant was able to corroborate information provided by the CI. Big Corkscrew Island Fire Control and Rescue District fire fighters responded to the residence and extinguished the fire. Big Corkscrew Island Fire Control and Rescue District Fire Investigator Marfongella reported that the fire had originated inside the master bedroom closet. In his opinion, there had been an electrical failure in either the television wiring, DVD player, or other electronics that had been installed inside the closet. Investigator Marfongella noted that the tenant, Angel Lopez, had arrived on the scene and advised that he was outside grilling by the pool when the smoke detectors began to sound.

On Tuesday, April 7, 2015, Your Affiant showed the CI a picture of Angel Lopez, at which time he positively identified him as the person pretending to be the tenant at the residence at the time of the fire. The CI signed and dated the photograph.

An insurance claim was filed with United Property Casualty Insurance Company (UPC). UPC hired Doran Engineering Company reference a fire investigation. Robert Doran responded to the scene reported that the fire had originated in the northwest corner of the master bedroom where a television, DVD player, and other electrical equipment had been installed. Robert Doran classified the fire as accidental due to electrical malfunctions.

In a letter dated May 1, 2012, Lorena Cantisani, on behalf of Montesano & Perez, P.L., notified UPC that their law firm had been retained to represent Nelson Fernandez in the claim. In furtherance of this insurance claim Montesano & Perez, P.L. prepared and knowingly presented a written statement in support of the claim by submitting a dwelling repair estimate claiming \$374,867.22 in damages. In addition, on a letter dated September 13, 2012, Montesano & Perez, P.L. notified the attorneys representing UPC that Jorge Espinosa, Onsite Appraisal, LLC, 1200 Brickell Ave, Suite 1950, Miami-Dade County, FL, was the representative that had prepared the dwelling repair estimate claiming \$374,867.22 in damages.

United Property Casualty Insurance Company issued several checks in payment for this fraudulent claim resulting in an approximate payout of three hundred twenty-five thousand dollars (\$325,000):

DATE	PAYEE	AMOUNT
9/9/2013	Nelson Fernandez / Onsite Appraisal	\$5,000.00
9/9/2013	Nelson Fernandez / Onsite Appraisal	\$28,000.00
9/9/2013	Nelson Fernandez / Onsite Appraisal / Green Tree Service	\$260,000.00

9/11/2013	Montesano & Perez	\$25,000.00
9/25/2013	Padron Law Firm / Global Restoration	\$7,000.00

LAWYER FOOTNOTES: In a letter dated May 1, 2012, Lorena Cantisani, on behalf of Montesano & Perez, P.L., notified UPC that their law firm had been retained to represent Nelson Fernandez in the claim. In furtherance of this insurance claim Montesano & Perez, P.L. prepared and knowingly presented a written statement in support of the claim by submitting a dwelling repair estimate claiming \$374,867.22 in damages. In addition, on a letter dated September 13, 2012, Montesano & Perez, P.L. notified the attorneys representing UPC that Jorge Espinosa, Onsite Appraisal, LLC, ... was the representative that had prepared the dwelling repair estimate claiming \$374,867.22 in damages.

Incident #37

INCIDENT DAY / DATE / TIME: Thursday, May 24, 2012, 5:15 p.m.
INCIDENT ADDRESS: 13294 SW 32 Street, Miami, Florida, 33183
HOME OWNER: William Casanas, W/M, DOB 07-23-71
TYPE OF FIRE: Residential

ENTITIES: Espinosa, William Casanas, Felipe Perdomo, Lt. Altarac, Citizens

LAWYERS: Gisel Brito (M&P)

Espinosa told the CI that he had been to William Casanas' residence with Felipe Perdomo, and that a staged fire was going to occur at the Casanas' residence. The fire was scheduled to occur on a specific day, but for an unknown reason the date was changed.

During your Affiant's follow-up investigation, your Affiant was able to corroborate information provided by the CI. Miami-Dade Fire Investigator Lieutenant Altarac responded to this fire scene in order to conduct a cause and origin fire investigation. Lt. Altarac determined that the fire had started in the southwest area of the master bedroom, but could not determine the exact point of origin or the first fuel. Lieutenant Altarac classified the fire as undetermined.

An insurance claim was filed with Citizens Property Insurance Company. A review of the file revealed that Attorney Gisel Brito of the law firm of Montesano and Perez P.I. represented William Casanas in this claim.

Citizens Property Insurance Company issued several checks in payment for this fraudulent claim resulting in an approximate payout of three hundred twenty five thousand, seven hundred and twenty three dollars (\$325,723):

DATE	PAYEE	AMOUNT
6/13/2012	William Casanas / Montesano & Perez	\$5,000.00

6/28/2012	William Casanas / Montesano & Perez / ASCISAOA	\$133,124.85
8/17/2012	William Casanas / Montesano & Perez	\$151,550.00
8/17/2012	William Casanas / Montesano & Perez / ASCISOA	\$36,048.18

LAWYER FOOTNOTES: ...that Attorney Gisel Brito of the law firm of Montesano and Perez P.I. represented William Casanas in this claim.

Incident #38

INCIDENT DAY / DATE / TIME: June 4, 2012, 9:34 a.m.
INCIDENT ADDRESS: 20361 SW 127 Court, Miami, Florida 33177
HOME OWNER: Yanelis Gil, W/F, DOB 07-02-1983
Jorge Antonio Pous, W/M, DOB 07-30-1971
TYPE OF FIRE: Residential

ENTITIES: Manuel Lopez, Yanelis Gil, Espinosa, Jorge Pous, Lt. Doug Keller, Rimkus Consulting, Brian Riedmayer, Onsite Appraisals

LAWYERS: Montesano & Perez

Manuel Lopez referred Yanelis Gil to Espinosa. One day when the CI was at Espinosa's residence, 15770 SW 216 St. Miami-Dade County, FL, Manuel Lopez stopped by to pick up a check from Espinosa for his own insurance claim. Manuel Lopez told Espinosa that he had a friend who wanted to talk to him about having a staged insurance claim. The CI, Manuel Lopez, and Espinosa drove to Yanelis Gil's residence, which was close to Espinosa's residence. Upon their arrival, Yanelis Gil and a person the CI believed was her husband, who was later identified as Jorge Pous, were at the residence. Espinosa surveyed the residence and read the insurance policy. Espinosa told Yanelis Gil and Jorge Pous that they could do a staged kitchen fire. Espinosa explained that it would look like Yanelis Gil accidentally left something on the stove cooking. Jorge Pous asked numerous questions as to how the scheme would work while Yanelis Gil listened. Yanelis Gil told Espinosa that she wanted to think about it and that she would let him know.

Approximately six months later, the CI and Espinosa went to Yanelis Gil's residence, after receiving a phone call from Yanelis Gil. Espinosa told Yanelis Gil to leave and go back to her work place, which she did. The CI and Espinosa went inside the residence and Espinosa checked the kitchen to see if it was ready for the fire. Espinosa placed more paper towels higher in the kitchen cabinets, and cracked eggs into a bowl that was on the counter. Espinosa placed a pan with oil on the stovetop burner and turned the burner's control knob to the "high" position. Espinosa placed oil on the kitchen cabinets and then they left. Later that afternoon an unknown person notified Yanelis Gil about a fire occurring at her residence, at which time she notified the

CI and he responded to the residence. There was major fire damage to the residence and Espinosa represented Yanelis Gil in the insurance claim.

During your Affiant's follow-up investigation, your Affiant was able to corroborate information provided by the CI. On June 4, 2012, Miami-Dade Fire Department Investigator Lieutenant Doug Keller responded to the scene reference a fire investigation and determined that the fire was accidental. Lieutenant Keller reported that the fire had originated from a pan with lard, which had been left on the left rear coil burner on the stove, in the kitchen. Lieutenant Keller noted that the stove burner control for the left rear burner was in the "high" position, at the time of the fire.

An insurance claim was filed with Citizens Property Insurance Company. Citizens Property Insurance hired Rimkus Consulting Groups to perform a fire investigation. Brian Riedmayer responded to the scene and reported that the fire had originated on the left rear burner of the stove in the kitchen. Brian Riedmayer classified the fire as undetermined. Further review of the insurance file, by your Affiant, revealed that the law firm of Montesano & Perez P.L. had represented Yanelis Gil in the insurance claim. The file also showed that On-Site Appraisals was involved in the representation of the claim for Yanelis Gil.

Citizens Property Insurance Company issued several checks in payment for this fraudulent claim resulting in an approximate payout of two hundred seventy-seven thousand, and ninety-six dollars (\$277,096):

DATE	PAYEE	AMOUNT
8/9/2012	Yanelis Gil	\$4,800.00
8/10/2012	Yanelis Gil / Central Mortgage / Montesano & Perez	\$76,749.09
9/7/2012	Yanelis Gil / Montesano & Perez	\$1,600.00
10/1/2012	Yanelis Gil / Montesano & Perez	\$560.87
10/1/2012	Yanelis Gil / Montesano & Perez	\$369.52
10/18/2012	Yanelis Gil / Montesano & Perez	\$1,600.00
5/16/2013	Yanelis Gil / Central Mortgage / Montesano & Perez	\$110,017.51
5/16/2013	Yanelis Gil / Montesano & Perez	\$35,469.13
5/16/2013	Yanelis Gil / Montesano & Perez	\$12,930.48
5/16/2013	Yanelis Gil / Montesano & Perez	\$10,000.00
5/16/2013	Global Restoration Cleaning Corp / Padron Law Firm	\$5,000.00
5/16/2013	Global Restoration Cleaning Corp / Padron Law Firm	\$18,000.00

LAWYER FOOTNOTES: ...that the law firm of Montesano & Perez P.L. had represented Yanelis Gil in the insurance claim.

Incident #39

INCIDENT / DAY / DATE / TIME: July 7, 2012, 4:26 p.m.
INCIDENT ADDRESS: 730 NW 123 Avenue, Miami, Florida, 33182
HOME OWNER: Jose Menendez, W/M, DOB 04-13-1965
TYPE OF FIRE: Residential

ENTITIES: Jose Menendez, Argelio Menendez, Espinosa, Harvey Meshel

LAWYERS: Montesano & Perez, Gisel Brito

Jose Menendez and his brother, Argelio Menendez, came to Espinosa's residence, located in Miami-Dade Fl., and met with the CI and Espinosa reference having a staged insurance claim. A few days after the initial meeting, the CI and Espinosa went to Jose Menendez's residence, met with Jose Menendez and Argelio Menendez and Espinosa surveyed the residence. The CI noticed that Jose Menendez had a Santeria room inside his residence. Espinosa told Jose Menendez that Argelio Menendez had already had a staged fire and since the two lived next to each other, he would bring something special to fuel this staged fire. Approximately three to four days later, the CI and Espinosa went to "El Palacio de los Jugos" store where Espinosa bought rice and beans. The CI and Espinosa also went to Wal-Mart where Espinosa bought a portable oven. They went back to Jose Menendez' residence and met with Jose Menendez and Argelio Menendez. Espinosa placed the portable oven on the kitchen counter, placed food inside, and added some oil. Espinosa then put the rice in a pot and placed it on the stove. Espinosa also placed an electric food warmer on the counter. Espinosa then demonstrated to Argelio Menendez where to place the propane torch to start the fire. Espinosa showed him how to burn the electrical outlet and the portable oven's electrical cord. The CI and Espinosa left the residence, and told Argelio Menendez to call them after Argelio Menendez had started the fire. They went to have coffee while waiting for the telephone call, but they received no phone call. The next day, Espinosa came to the CI's house and told him that Argelio Menendez had contacted him the night before and told him that "los santos" (saints) had "told" Jose Menendez not to do the fire, so they had not. The CI and Espinosa then drove to Jose Menendez' residence and inspected the kitchen. The scene appeared as though they had started to do the staged fire but then stopped. Espinosa inspected the set up and told Argelio and Jose Menendez that it looked okay and if Jose Menendez wanted to start the fire then the set-up was ready. Espinosa and the CI then left. The next day the CI went to Jose Menendez' residence and inspected the damage. The fire appeared to have started in the kitchen, where the staged small appliances had been previously set up. Espinosa filed the claim with the insurance company, but there was a problem with the policy and the law firm of Montesano & Perez P.L. was hired.

During your Affiant's follow-up investigation, your Affiant was able to corroborate information provided by the CI. Miami-Dade Fire Department fire suppression team responded and extinguished this fire. MDFD Captain Richard Rosell reported that the fire had occurred in the

kitchen area of the residence. Captain Rosell noted that a small electrical appliance used to heat food products was possibly the source of the fire.

An insurance claim was filed with Florida Peninsula Insurance Company. Florida Peninsula Insurance Company hired HSM Consulting Inc. to investigate the cause and origin of the fire. HSM Consulting Investigator Harvey Meshel reported that the fire had originated on the counter top in the kitchen where a toaster oven, rice cooker, and espresso machine were located. Investigator Meshel noted that Jose Menendez had stated that he had been cooking in the kitchen prior to the fire, due to his religious beliefs and the passing of his mother. Jose Menendez explained that he practiced the “Yoruba Religion” and that he was a pastor and had a church set up in his garage. Jose Menendez explained that in his religion, when someone died you needed to cook for “los santos” (saints) for twelve days. Jose Menendez believed he had left the toaster oven on when he left the residence to run an errand. Investigator Meshel classified the fire as accidental.

Your Affiant’s review of the insurance file revealed that Attorney Gisel Brito of the law firm of Montesano & Perez P.L. represented Jose Menendez in the insurance claim. It further showed that Espinosa’s business, “Onsite Appraisals L.L.C.” was involved in the claim.

Florida Peninsula Insurance Company issued several checks in payment for this fraudulent claim resulting in an approximate payout of three hundred thousand dollars (\$300,000):

DATE	PAYEE	AMOUNT
2/25/2014	Jose Menendez & Lopez & Best Trust Account	\$144,460.00
2/25/2014	Lopez & Best Trust Account	\$50,000.00
2/25/2014	Jose Menendez & Lopez & Best Trust Account	\$1,400.00
2/25/2014	Jose Menendez & Wells Fargo	\$104,140.00

LAWYER FOOTNOTES: Attorney Gisel Brito of the law firm of Montesano & Perez P.L. represented Jose Menendez in the insurance claim.

Incident #40

INCIDENT DAY / DATE / TIME: December 7, 2012, 8:54 p.m.

INCIDENT ADDRESS: 205 Sugarloaf Drive, Nokomis, Florida, 34275

HOME OWNER: Guenther Beer, W/M, DOB 10-13-1947

Barbara Diana Beer Rivero, W/F, DOB 11-14-1964

TYPE OF FIRE: Residential

ENTITIES: Daniel Perez, Espinosa, Guenther Beer, Barbara Diana Beer Rivero, “Vladimir”, Hector Noyas, Tower Hill, Unified Investigations and Science, Brad O’Neal, Randy Brooks, Nationwide, Carolina Espinosa

LAWYERS: None

Daniel Perez provided the CI and Espinosa with Guenther Beer's telephone number and told them that he was interested in filing an insurance claim. After contacting Guenther Beer, Espinosa and the CI drove to Nokomis, Florida and met with him and his wife or girlfriend at their beach house home. Guenther Beer's wife/girlfriend was later identified as Barbara Diana Beer Rivero. Upon their arrival, Espinosa surveyed the residence and read the insurance policy coverage for the residence. Guenther Beer's ex-wife's name was listed on the insurance policy. Espinosa explained to Guenther Beer that he could get between \$600,000.00 to \$700,000.00 in an insurance claim for the residence. Espinosa told Guenther Beer to decorate the residence with Christmas lights as they did every year, and that when he was ready to have the fire at the residence contact the CI. In December, the CI was contacted by Barbara Diana Beer Rivero, at which time he and Espinosa drove to Fort Myers to meet with Guenther Beer. After they met they drove to the residence. Espinosa had brought a shorted out electrical surge protector to make the staged fire appear to be an accidental electrical fire. Upon their arrival at the residence, the house was already decorated with Christmas decorations. The CI and Espinosa went into the residence and found a couch that had been draped with a sheet. Espinosa placed the "faulty" electrical power strip next to the couch. Espinosa directed Barbara Diana Beer Rivero to plug three electrical plugs into the power strip, and the instructed Guenther Beer to place a torch to the power strip outlets to start the fire. Guenther Beer said that he was afraid to start the fire. Espinosa explained to Guenther Beer that for a charge of \$5,000.00 he would have someone else start the fire. Guenther Beer agreed. The CI and Espinosa then left the residence and drove to Lehigh Acres and met with a 20 to 30 year old man named "Vladimir". Espinosa offered Vladimir \$5,000.00 to start the fire. Vladimir agreed. Espinosa instructed Vladimir to start the fire by igniting the sheet with a lighter and provided Vladimir with the telephone number and address of Guenther Beer. Three or four days later, Guenther Beer telephoned and advised that the residence had been burned. Espinosa eventually paid Vladimir \$20,000.00 The insurance company paid approximately \$700,000.00 for the claim.

During your Affiant's follow-up investigation, your Affiant was able to corroborate information provided by the CI. On December 7, 2012, State Fire Marshal Detective Hector Noyas responded to the scene reference a fire investigation and reported that the fire had originated in the living room area where an artificial Christmas tree had been. He reported that the tree had been consumed in the fire, but the remnants of several electrical wires remained. Detective Hector Noyas reported that in his opinion an electrical event occurred which caused the fire.

An insurance claim was filed with Tower Hill Insurance Company. Tower Hill hired Unified Investigations and Science Inc. reference a fire investigation. Brad O'Neal and Randy Brooks responded to the scene reported that the fire had originated in the southwest corner of the living room, and it may have been caused by an electrical failure of decorative lighting or wiring for an artificial tree in that area. They noted that evidence collected by the UIS electrical engineer

found melting and signs of electrical arcing damage to an extension cord for the lighting. They labeled the cause of the fire as undetermined.

On December 8, 2012, Guenther Beer signed an Adjuster's Retainer Agreement with Nationwide. On a letter dated December 9, 2012, Carolina Espinosa on behalf of Nationwide Adjusters notified Tower Hill that Nationwide would be representing Gunther Beer in this claim. Carolina Espinosa requested a certified copy of the policy and advised United Property that the authorization was also an assignment and "any and all drafts issued in the settlement of his matter should include the interest of NATIONWIDE ADJUSTERS, and should be forwarded to this office," 9100 S. Dadeland Blvd. Suite 1500, Miami, FL 3356. In furtherance of this insurance claim Nationwide prepared and knowingly presented a written statement in support of the claim by submitting a dwelling repair estimate claiming \$457,725.99 in damages.

Tower Hill Insurance issued several checks in payment for this fraudulent claim resulting in an approximate payout of six hundred forty-seven thousand, two hundred and forty-three dollars (\$647,243):

DATE	PAYEE	AMOUNT
5/17/2013	Guenther & Andrea Beer / Bank of America / Nationwide Adj	\$372,649.76
5/17/2013	Guenther & Andrea Beer / Nationwide Adj	\$183,659.94
9/27/2013	Guenther & Andrea Beer / Nationwide Adj	\$61,640.58
1/15/2014	Guenther & Andrea Beer / Nationwide Adj	\$13,959.42
4/11/2014	Guenther & Andrea Beer / Nationwide Adj	\$15,333.75

LAWYER FOOTNOTES: None

Incident #41

INCIDENT DAY / DATE / TIME: January 24, 2013, 7:09 p.m.
INCIDENT ADDRESS: 1900 42 Street SW, Collier County, 34116
HOME OWNER: Camilo Avila, W/M, DOB 10-28-1968
Nahomin Llano Amador, W/F, DOB 07-29-1975
TYPE OF FIRE: Residential

ENTITIES: Camilo Avila, Espinosa, Peter Krajewski, Ark Royal, Nationwide, Carolina Espinosa

LAWYERS: None

A client of the CI referred Camilo Avila to him reference staging an insurance claim because he was having a problem with his house. The CI and Espinosa drove over to Camilo Avila's residence. Upon their arrival, contact was made with Camilo Avila, at which time he showed them a cracked tile on his flooring. Espinosa told him that he didn't represent homeowners in

cracked tile claims, but that if Camilo Avila wanted to make money, he needed to put a pan on the stove and have a fire. Camilo Avila agreed to the scheme and signed a contract for Espinosa to represent him in the insurance claim. Espinosa told Camilo Avila to go to the Sweet Bay Store and buy a whole chicken and a bag of potatoes. Since Camilo Avila didn't have any money the CI provided him with \$20.00. Camilo Avila went to the store and came back with the items. Espinosa then acted like a cook and cut up the chicken, potatoes, peppers, and onions. Espinosa then placed these items in a pot and began cooking them on the stove. Espinosa also prepared some rice in a rice cooker on the counter. As Espinosa was cooking he turned to them and said, "This is coming out good." Espinosa also had a frying pan with oil on the left rear burner to fry plantains. Espinosa spread lard on the surrounding kitchen cabinets. Espinosa told Camilo Avila that the food was all prepared, and all he had to do was to turn the burner that had the frying pan with oil on "high". Espinosa told Camilo Avila to tell the responding firemen that at the time of the fire, his wife was at work and he had gone outside to clean the pool. Espinosa and the CI then left.

A few days went by and neither the CI nor Espinosa had received a telephone call from Camilo Avila advising that the fire had occurred. Espinosa became upset and told the CI, "We acted like fags, we set it up and the owner did the fire without us." Approximately ten days later, the CI and Espinosa drove to the residence and made contact with Camilo Avilia, who told them that he had done everything Espinosa had told him to, but the stove just wouldn't catch fire. Espinosa checked the stove and found that it had a heat safety thermostat manufactured into it preventing it from overheating. Espinosa went to a local appliance store in Naples that was operated by a midget and bought a coil burner type stove for \$180.00. They took the stove back to Camilo Avila's residence, and installed the stove. Espinosa complained because he had to give Camilo Avila another \$20.00 just to buy more food from the store. Camilo Avila went to the store and purchased another chicken. When Camilo Avila returned, Espinosa arranged the pots and pans on the stove and spread more lard on the kitchen cabinets. Espinosa told Camilo Avila to do the same cooking that he had done the first time they were there. The CI and Espinosa then left. Later the same night at approximately 11:00 p.m., Camilo Avila called and told the CI that the residence had burned. The next morning, the CI advised Espinosa of the fire.

During your Affiant's follow-up investigation, your Affiant was able to corroborate information provided by the CI. The Golden Gate Fire Department Investigator Peter Krajewski responded and determined that the fire had started in a frying pan that had been left on the left rear burner of the stove. Investigator Krajewski noted that Camilo Avila had advised him that he had been boiling water on that burner and had left the residence to pick up his wife from work. Investigator Krajewski classified the fire as accidental.

An insurance claim was filed with Ark Royal Insurance Company. On January 25, 2013, Camilo Avila signed an Adjuster's Retainer Agreement with Nationwide Adjusters, 9011 S. Dadeland Blvd. Suite 1500, Miami-Dade County FL. On a letter dated January 27, 2013, Carolina Espinosa, on behalf of Nationwide, notified Ark Royal that they were representing Camilo Avila,

requested a certified copy of the policy and specifically wrote that “any and all drafts issued in the settlement of this matter should include the interest of NATIONWIDE ADJUSTERS and should be forwarded to this office at the address imprinted below.” In furtherance of this insurance claim Nationwide prepared and knowingly presented a written statement in support of the claim by submitting a dwelling repair estimate claiming \$205,672.29 in damages.

Ark Royal Insurance Company issued several checks in payment for this fraudulent claim resulting in an approximate payout of two hundred twenty-nine thousand, one hundred fifty-six dollars (\$229,156):

DATE	PAYEE	AMOUNT
2/22/2013	Nahomin Llano / Camilo Avila / Nationwide Adj	\$1,500.00
4/15/2013	Nahomin Llano / Camilo Avila / Nationwide Adj	\$3,750.00
4/15/2013	Nahomin Llano / Camilo Avila / Nationwide Adj / Hamilton Group Funding	\$167,656.12
10/15/2013	Nahomin Llano / Camilo Avila / Nationwide Adj	\$56,250.00

LAWYER FOOTNOTES: None

Incident #42

INCIDENT DAY / DATE / TIME: March 20, 2013, 10:40 a.m. & 2:58 p.m.
INCIDENT ADDRESS: 3197 43 Street S.W., Naples, Florida, 34116
HOME OWNER: Maray Lopez, W/F, DOB 07-08-1973
HOMEOWNERS BOYFRIEND: Yaniel Alvarez, W/M ,DOB09-23-1981
TYPE OF FIRE: Residential
INJURY (FIRE FIGHTER): Lieutenant Bunting

ENTITIES: Maray Lopez, Yaniel Alvarez, Espinosa, Richard Padron, United Property and Casualty, William Silvester

LAWYERS: Padron, Yordania Padron

Maray Lopez called the CI advising that she had a problem with her water line. The CI and Espinosa drove over to the residence to check the water damage. Upon their arrival, Maray Lopez and her boyfriend named “Bobo” were at the residence. “Bobo” was later identified as Yaniel Alvarez. Espinosa viewed the water damage, and tried to convince Maray Lopez and Yaniel Alvarez to have a fire claim instead of the water claim because a fire claim would pay more. Maray Lopez told Espinosa that she would think about it.

Approximately 1 ½ to 2 months later the CI received a telephone call from Yaniel Alvarez requesting that he and Espinosa respond to the residence. A few days later, the CI and Epinosa went to the residence and met with Yaniel Alvarez, who advised them that Maray Lopez had

decided to have the fire at the residence. After surveying the residence, the CI and Espinosa drove to the local grocery store and bought a frying pan, lard, and croquettes. They drove back to the residence and upon their arrival Maray Lopez had returned from the gym. Espinosa put about half of the lard in the frying pan, and then he used a paper towel to spread lard on all the kitchen cabinets. Espinosa told Maray Lopez and Yaniel Alvarez to fry some croquettes for the children's breakfast, and then when they went to take the kids to school, to leave the stove burners on. Espinosa further directed them to wait 2 or 3 days before doing this and for them not to use the stove until then. The CI and Espinosa left. Approximately three weeks later, Yaniel Alvarez called him and asked for him and Espinosa to return. Upon their arrival, Yaniel Alvarez told them that as instructed they had turned on the stove and left the residence, but nothing had happened. Espinosa checked the stove and advised that the problem was that the stove had a built-in temperature safety switch. The CI and Espinosa then went to a used appliance store in Naples, where the salesman was a midget, and he bought a stove that had coil burners. They then took the stove back to the residence and installed it. Espinosa directed Maray Lopez and Yaniel Alvarez to re-grease (lard) the stove and cabinets, get the same croquettes, and do everything like before. Approximately one month later, Yaniel Alvarez called and advised that the fire had occurred. The ceiling and the roof to the residence had been completely destroyed during the fire. The CI stated that Padron Law firm represented Maray Lopez in the claim.

On Wednesday, April 1, 2015, the CI positively identified the photograph of Yaniel Alvarez as being Maray Lopez's boyfriend, A.K.A. "Bobo", who assisted in the staging of the fire. The CI signed and dated that photograph. He further stated that Yaniel Alvarez had done insurance water mitigation work for Richard Padron, who was the husband of Attorney Yordania Padron of the Padron Law Firm. Richard Padron owned a restoration business named "Rapid Response Restorations". In the past he had observed Richard Padron with Espinosa at the appliance store in Naples where Espinosa purchased stoves to stage kitchen fires.

During your Affiant's follow-up investigation, your Affiant was able to corroborate information provided by the CI. The Golden Gate Fire Department responded to two fires that occurred at the residence on that same day; one at 10:45 a.m., and one at 2:58 p.m. Golden Gate Fire Department Battalion Chief William Silvester reported that on the first fire the responding fire fighters had to make forced entry into the unoccupied burning residence. They extinguished the fire, which had originated on the stove top in the kitchen. After extinguishing the fire, the fire fighters over hauled the entire residence and used a thermal imager to determine that there were no smoldering fires inside the residence or in the attic. They then photographed the scene and left after not being able to locate the homeowners. Battalion Chief William Silvester further reported that a second fire had occurred and that after the second fire, Detective Jennifer Martell of the State Fire Marshal's Office had taken over the fire investigation. Battalion Chief William Silvester reported several fire fighters had to be treated for heat exhaustion at the scene and that Golden Gates Fire Department Lieutenant Bunting had to be transported to the hospital for an eye injury he sustained while fighting the fire. Detective Jennifer Martell reported that she was

unable to determine the cause of the second fire, although she believed it had started in the kitchen. She further reported that after the first fire occurred, the fire fighters had the electrical meter removed so that there was no electrical service to the damaged residence. Detective Jennifer Martell also reported that Maray Lopez' statements to her about the incident had changed from when she interviewed her the day of the fire. Maray Lopez first advised that her and her boyfriend, Yaniel Alvarez, had not gone into the residence after the first fire, but in her written statement Maray Lopez advised that they had both gone into the kitchen area after the first fire and before the second fire. Detective Jennifer Martell photographed the scene and classified the second fire as undetermined.

An insurance claim was filed with United Property and Casualty Insurance Company. HMS Consulting was hired by the insurance company reference a fire investigation. HMS Consulting Investigator Paul Haas reported that Maray Lopez had advised him that on the morning of the fire, she had placed a frying pan on the stove, placed oil in it, and turned the stove burner on. She was going to cook croquettes for her daughter for breakfast, but her daughter changed her mind. Maray Lopez took her daughter to school and believed that she had forgotten to turn off the stove. After taking her daughter to school, she went to work. Paul Haas was further advised that at approximately 1:30 p.m. Maray Lopez had left work, picked up her boyfriend, Yaniel Alvarez, and had driven home to have lunch. Upon their arrival, they found that the residence had caught fire. Maray Lopez stated at that time, the fire was out and the fire fighters had already left the scene. Maray Lopez also stated that at about 2:50 p.m., when she had returned to work, her cousin David Sanchez, notified her that he had seen smoke coming from the residence. Maray Lopez left work, drove back home and found the residence burning again. Paul Haas determined that the first fire originated on the right rear coil burner of the stove located in the kitchen. Paul Haas noted that there was a pan on that burner and the control knob for that burner was on high. He further reported that the second fire was suspect and it in his opinion was not the result of a rekindle.

On March 20, 2013, Maray Lopez signed an Adjuster's Retainers Agreement with Nationwide, Miami-Dade County, FL, and on March 21, 2013, in a letter authored by Carolina Espinosa on behalf of Nationwide Adjusters, United Property was notified that Nationwide would be representing Ms. Lopez in this claim. Carolina Espinosa requested a certified copy of the policy and advised United Property that the authorization was also an assignment and "any and all drafts issued in the settlement of this matter should include the interest of NATIONWIDE ADJUSTERS, and should be forwarded to this office," 9100 S. Dadeland Blvd. Suite 1500, Miami FL 3356. In furtherance of this insurance claim Nationwide prepared and knowingly presented two written statements in support of the claim by submitting a dwelling repair estimate claiming \$272,801.47 in damages and a debris removal estimate claiming \$12,850 in costs. In a letter dated, April 25, 2013, the Padron Law Firm, 2645 SW 37th Avenue, Suite 301, Miami-Dade County, FL, notified the attorneys representing United Property, that they had been retained to represent Maray Lopez. In a letter dated, October 28, 2013, the Padron Law Firm

made a formal request and demand for settlement in the amount of \$321,250, in addition to loss of use of the property and attorney's fees and costs.

United Property and Casualty Insurance Company issued several checks in payment for this fraudulent claim resulting in an approximate payout of three hundred ninety-nine thousand, one hundred and fifty dollars (\$399,150):

DATE	PAYEE	AMOUNT
3/22/2013	Maray Lopez	\$2,500.00
5/20/2013	Housing Headquarters Inc	\$6,690.00
5/30/2013	Housing Headquarters Inc	\$4,710.00
7/5/2013	Housing Headquarters Inc	\$6,123.00
8/21/2013	Housing Headquarters Inc	\$4,710.00
8/30/2013	Housing Headquarters Inc	\$4,710.00
10/1/2013	Housing Headquarters Inc	\$4,867.00
11/4/2013	Housing Headquarters Inc	\$4,710.00
11/25/2013	Maray Lopez	\$14,880.00
11/25/2013	Maray Lopez / Padron Law Firm / Nationwide	\$64,250.00
11/26/2013	Maray Lopez / Wells Fargo / Servall Restoration / Nationwide / Padron Law	\$257,000.00
12/3/2013	Padron Law Firm	\$24,000.00

LAWYER FOOTNOTES: Yaniel Alvarez had done insurance water mitigation work for Richard Padron, who was the husband of Attorney Yordania Padron of the Padron Law Firm. Richard Padron owned a restoration business named "Rapid Response Restorations". In the past he had observed Richard Padron with Espinosa at the appliance store in Naples where Espinosa purchased stoves to stage kitchen fires.

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