

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

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

STATEMENT OF FACTS IN SUPPORT OF ARREST WARRANT

Nustin G. Sayle

Before me, _____, a Judge of the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, personally appeared Detective Tim Smith of the Miami-Dade Police Department, Economic Crimes Bureau, Arson Squad, who being by me first duly sworn, deposes and says that he has probable cause to arrest:

- 1) Jorge Fausto Espinosa, a white male, date of birth November 11, 1955.
- 2) Erlis Chercoles, a white male, date of birth September 1, 1971.
- 3) Seth Horton, a white male, date of birth August 25, 1988.
- 4) Yaima Sanchez, a white female, date of birth August 31, 1987.
- 5) Ileana Sanchez, a white female, date of birth January 9, 1968.
- 6) Marianela Hernandez, a white female, date of birth August 18, 1981.
- 7) Joel Macineiras, a white male, date of birth March 12, 1973.
- 8) Argelio Menendez, a white male, date of birth August 2, 1958.
- 9) Jose Menendez, a white male, date of birth April 13, 1965.
- 10) Manuel Lopez, a white male, date of birth October 25, 1975.
- 11) Roberto Leon, a white male, date of birth May 9, 1974.
- 12) Jose Pinero, a white male, date of birth November 10, 1965.
- 13) Francisco Pineiro Gonzalez, a white male, date of birth September 7, 1975.
- 14) Raudel Garcia, a white male, date of birth January 2, 1973.
- 15) Lourdes Sarmiento, a white female, date of birth May 30, 1964.
- 16) Maray Lopez, a white female, date of birth July 8, 1973.
- 17) Yaniel Alvarez, a white male, date of birth September 23, 1981.
- 18) Guenther Beer, a white male, date of birth October 13, 1947.
- 19) Barbara Diana Beer Rivero, a white female, date of birth November 14, 1964.
- 20) Alba Lucia Vargas, a white female, date of birth June 5, 1977.
- 21) Daniel Lopez Acevedo, a white male, date of birth August 16, 1980.
- 22) Nelson Fernandez, a white male, date of birth March 3, 1976.
- 23) Angel Lopez, a white male, date of birth October 13, 1973.
- 24) Fausto Marimon, a white male, date of birth September 1, 1977.

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- 25) Yanelis Gil, a white female, date of birth July 2, 1983.
- 26) Jorge Antonio Pous, a white male, date of birth July 30, 1971.
- 27) Lisvan Say, a white male, date of birth November 19, 1976.
- 28) Camilo Avila, a white male, date of birth October 28, 1968.
- 29) Janet Alamo, a white female, date of birth September 25, 1983.
- 30) Roberto Suarez Medina, a white male, date of birth August 22, 1967.
- 31) Servito Amado Morales, a white male, date of birth December 27, 1971.

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

Your Affiant is Detective Tim Smith of the Miami-Dade Police Department, Economic Crimes Bureau, Arson Squad. Your Affiant has been a police officer for twenty eight (28) years. As a result of your Affiants' direct participation in the investigation of complex fraud cases, your Affiant understands the elements necessary to prosecute Racketeering, Arson and Insurance Fraud cases, as well as the requisites necessary to establish probable cause in complex fraud cases. This affidavit is intended as a summary, and is intended solely for the purposes of establishing probable cause.

On January 1, 2013, your Affiant along with Det. Charles Toledo, State of Florida Department of Financial Services, Division of State Fire Marshal, Bureau of Fire and Arson and agents from the Florida Department of Law Enforcement was assigned to investigate the facts and circumstances surrounding police case number PD130129037310. As a result of that investigation, on January 29, 2014 arrest warrants were issued by the Honorable Judge Cristina Miranda for the arrest of twenty two (22) subjects for different charges, ranging from Racketeering, Racketeering Conspiracy, Organized Scheme to Defraud, Arson, Insurance Fraud and Grand Theft. Arrest Warrants were issued and executed for the below listed defendants, with the exception of Damien Gonzalez and Javier Lopez, who remain fugitives.

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|-------------------------------|-----|----------------|
| 1) Jorge Fausto Espinosa | W/M | DOB 11-11-1955 |
| 2) Carolina M. Espinosa | W/F | DOB 12-01-1978 |
| 3) Dario Martinez | W/M | DOB 11-17-1971 |
| 4) Felix Cabrera Jr. | W/M | DOB 05-26-1985 |
| 5) Pedro Lezcano Sr. | W/M | DOB 01-18-1946 |
| 6) Lazaro Delgado | W/M | DOB 02-04-1966 |
| 7) Argelio Menendez | W/M | DOB 08-02-1958 |
| 8) Liset Corrales | W/F | DOB 05-06-1976 |
| 9) Francisco Pineiro-Gonzalez | W/M | DOB 09-07-1975 |
| 10) Damien Gonzalez | W/M | DOB 04-07-1974 |
| 11) Jesus Gonzalez | W/M | DOB 04-17-1949 |
| 12) Francisco Centurion | W/M | DOB 08-21-1942 |
| 13) Roberto Suarez | W/M | DOB 08-22-1967 |
| 14) Daniel Perez | W/M | DOB 06-10-1970 |
| 15) Jesus Martinez | W/M | DOB 08-09-1962 |
| 16) Alain Jose Murga | W/M | DOB 03-05-1970 |
| 17) Lazaro Rivera | W/M | DOB 09-26-1968 |

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| 18) Anay Vina | W/F | DOB 12-02-1978 |
| 19) Abel Gutierrez | W/M | DOB 10-30-1970 |
| 20) Javier Lopez | W/M | DOB 12-23-1974 |
| 21) Daney Perez | W/F | DOB 09-18-1976 |
| 22) Ernesto O'reilly | W/M | DOB 10-11-1975 |

As a result of a further investigation in connection with the above arrests, by your Affiant and Det. Charles Toledo, a Confidential Informant, hereinafter refer to as "CI", was developed. Your Affiant and Det. Toledo interviewed the CI who provided information previously learned by your Affiant as part of the initial investigation, describing how the enterprise worked involving the fraudulent staged schemes. Your Affiant has proven the CI to be reliable.

The CI explained how, Espinosa would use "finders/recruiters" to enlist homeowners to participate in staging fires or causing water damage in their homes. These "finders/recruiters" would introduce Espinosa to the subject homeowners, and after an inspection of the property and a review of the insurance policy for the home, Espinosa would discuss with the subject homeowner whether to stage a fire or create water damage to their dwelling. Espinosa would either himself and/or with the assistance of his co-conspirators set the property on fire or cause water damage to the property. Espinosa would then, as the public adjuster through Nationwide Adjusters, LLC, file a claim or caused a claim to be filed through a 3rd party, Montesano & Perez, P.L., on behalf of the "homeowner/renter." Espinosa and the subjects involved in each staged fire or water damage shared any monies paid by the insurance carrier as a result of fraudulent claims. In addition, in the instances where the insurance carrier would question or fight the claim, Espinosa would seek legal representation for the subject homeowner/renter with one of two attorneys, which were familiar with his scheme.

Racketeering Scheme

Jorge Fausto Espinosa hereinafter referred to as "Espinosa," along with his wife, Carolina Espinosa, owns and operates Nationwide Adjusters LLC. This public adjusting business is being utilized as part of a Racketeering Enterprise from which to engage in multiple instances of Arson, Insurance Fraud and Grand Theft. Specifically Espinosa with the assistance and/or participation of Carolina Espinosa, and/or Damien Gonzalez, and/or Argelio Menendez, and/or Alain Jose Murga, and/or Erlis Chercoles, and/or Manuel Lopez, and/or Francisco Pineiro Gonzalez, and/or uncharged co-conspirators, Felipe Ruiz Perdomo and/or Jose Rodels Ruiz Gonzalez, and/or other known and unknown co-conspirators in addition to numerous known and unknown homeowners, arranged for dwellings to be intentionally set on fire, and/or intentionally causing water damage to said dwellings and then filing fraudulent insurance claims causing millions of dollars to be paid out by multiple insurance carriers.

Your affiant has probable cause, as detailed in this affidavit, to believe that between November 30, 2006 and January 28, 2014, there existed in Miami-Dade County, Florida, a group of individuals associated in fact, although not a legal entity and said group of individuals associated in fact, were associated with a Florida Corporation; Nationwide Adjusters LLC and a Florida

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Corporation; Montesano & Perez, P.L. and that this group of individuals associated in fact, although not a legal entity are an Enterprise within the meaning of Florida Statute §895.03 Your affiant has probable cause to believe that between November 30, 2006 and January 28, 2014, the subjects Espinosa, Carolina Espinosa, Damien Gonzalez, Argelio Menendez, Alain Murga, Felipe Perdomo, Jose Rodels Ruiz Gonzalez, Erlis Chercoles, Manuel Lopez, Francisco Pineiro Gonzalez and other known and unknown participants were associated with the Enterprise and conducted or participated, directly or indirectly, in such enterprise through a pattern of racketeering activity by engaging in at least two incidents of racketeering conduct that had the same or similar intents, results, victims, or methods of commission, or were otherwise interrelated and were not isolated incidents, in violation of Florida Statute §895.03. Each of these incidents of Racketeering conduct consisted of Arson, under Florida Statute 806.01, and/or Fraudulent Insurance Claims under Florida Statute 817.234(1) and/or Grand Theft under 812.014, and is explained below.

At all times relevant to this investigation Espinosa, and/or Carolina Espinosa and/or Damien Gonzalez, and/or Argelio Menendez, and/or Alain Murga, and/or Felipe Ruiz Perdomo, and/or Jose Rodels Ruiz Gonzalez and/or Erlis Chercoles and/or Manuel Lopez and/or Francisco Pineiro Gonzalez served as the principals amongst a group of charged and uncharged defendants that fraudulently billed thousands of dollars to insurers who paid out monies to the Enterprise, and others for staged fires and/or staged water claims.

A public adjuster is an insurance claim adjuster who is usually an advocate for the policyholder in appraising and negotiating an insurance claim. Aside from attorneys and broker of records, public adjusters licensed by the State Department of Insurance are the only type of claims adjusters that can legally represent the rights of an insured during a property insurance claim process. Most public adjusters charge a percentage of the settlement. Primarily they review the insurance policy to determine what coverage may be applicable, appraise and document the damage, prepare a written or computerized estimate of the loss which is submitted to the insurance carrier, prepare any and all documentation related to the filed claim, and negotiate with the insurance carrier on behalf of the claimant. In addition, the public adjusters responsibility include a detailed evaluation of any damages to the structure, damages to the contents, and submitting a written or computerized detailed report to the insurance carrier. In addition, the public adjusters take photographs of the damages for their own records or for submission to the insurance carrier.

Under this scheme, defendant Espinosa would use "finders/recruiters" to enlist homeowners to participate in staging fires or causing water damage in their homes. The "finders/recruiters" would then introduce defendant Espinosa to the defendant homeowners and after an inspection of the property and a review of the insurance policy for the home, defendant Espinosa would discuss with the defendant homeowner whether to stage a fire or create water damage to their dwelling. Defendant Espinosa would either himself and/or with the assistance of his co-conspirators set the property on fire or cause water damage to the property. Defendant Espinosa would then, as the public adjuster through Nationwide Adjusters, LLC, file a claim or caused a claim to be filed through a 3rd party, Montesano & Perez, P.L., on behalf of the "homeowner/renter." Defendant Espinosa and the co-defendants involved in each incident as detailed below shared any monies paid by the insurance carrier as a result of fraudulent claims. In addition, in the instances where the insurance carrier would

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question or fight the claim, defendant Espinosa would seek legal representation for the defendant homeowner/renter with one of two attorneys, which were familiar with his scheme.

The CI positively identified, via photographs, the following individuals and explained their participation in the scheme and in the Racketeering enterprise:

Jorge Fausto Espinosa	11-11-1955
Carolina Espinosa	12-01-1978
Roberto Suarez Medina	08-22-1967
Felix Cabrera Junior	05-26-1985
Argelio Menendez	08-02-1958
Damien Gonzalez	04-07-1974
Dario Martinez	11-17-1971
Lisette Corrales	05-06-1976
Francisco Pineiro Gonzalez	09-07-1975
Daniel Perez	06-10-1970
Lazaro Rivera	09-26-1968
Abel Gutierrez	10-30-1970
Javier Lopez	12-23-1974
Daney Perez	09-18-1976
Francisco Centurion	08-21-1942
Orlando Mena	02-27-1962
Jose Rodels Ruiz Gonzales	03-19-1977
Miguel Espinosa	07-18-1978
Alian Perez	03-06-1977
Gisel Brito	10-29-1985
William Casanas	07-23-1971
Felipe Perdomo	01-03-1974
Ara Adan	10-05-1963
Jose Menendez	04-13-1965
Lazaro Chao	05-25-1978
Manuel Lopez	10-25-1975
Erlis Chercoles	09-01-1971
Joel Macineiras	03-12-1973
Jose Menendez	04-13-1965
Jose Pineiro	09-07-1975
Raudel Garcia	01-02-1973
Maray Lopez	07-08-1973
Yaniel Alvarez	09-23-1981
Guenther Beer	10-13-1947
Fausto Marimon	09-01-1977
Yanelis Gil	07-02-1983
Jorge Antonio Pous	07-30-1971
Seth Horton	08-25-1988

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Yaima Sanchez	08-31-1987
Ileana Sanchez	01-09-1968
Marianela Hernandez	08-18-1981
Roberto Leon	05-09-1974
Lisvan Say	11-19-1976
Olivette Say	08-09-1978
Barbara Diana Beer Rivero	11-14-1964
Alba Vargas	06-05-1977
Janet Alamo	09-25-1983
Camilo Avila	10-28-1968
Nahomin Llano Amador	07-29-1975
Nelson Fernandez	03-03-1976
Angel Lopez	10-13-1973
Daniel Lopez Acevedo	08-16-1980
Yanet Casanova Gomez	03-07-1975
Eduardo Aradas	01-28-1968
Servito Amado Morales	12-27-1971

The CI also positively identified the businesses of Nationwide Adjusters L.L.C., and Onsite Appraisals, L.L.C., both located at 15770 SW 216 Street, Miami-Dade County, FL, and/or 9100 Dadeland Blvd. Suite 1500, Miami-Dade, FL, Servall Restorations, Global Restorations, the law firm of Montesano and Perez P.L., and the law firm of Duboff Law Firm, all with offices in Miami-Dade County, FL.

The following is an account of the information provided by the CI and the results of the follow-up investigation into each staged incident.

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

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

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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.

Citizen 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 / 1 St Franklin	\$136,782.82

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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

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

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 the cable wires ran into that 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 Miami. Alain Murga and Dario Martinez stayed in the area and after three or four hours 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.

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During your 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, 24950 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

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Judge's initials [Signature]

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

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 that Attorney Gisel Brito of the law firm of Montesano and Perez P.L. 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 / ASCISAOA	\$36,048.18

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 03-07-1975
RESIDENT: Hilda Gomez, W/F, DOB 11-22-1937
TYPE OF FIRE: Dwelling / Vehicle

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

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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

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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 any problems with the 2005 Jeep, and that 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 "Señor 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 that improper wiring of the stereo equipment that was installed by "Señor Stereo" caused the fire. It should be noted that in this claim "Señor 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 reference two vehicles that sustained fire damage 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/1st 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/1st Franklin	\$ 18,520
12/08/09	Erlis Chercoles/Nationwide	\$ 5,600
02/22/10	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

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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

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

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 repair a broken water pipe in the attic.

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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 issues 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 an approximate 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

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

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 then returned to Miami. This fire burned through the roof of the residence and the law firm of Montesano & Perez, located in Miami-Dade

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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 LeJuene 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 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 is 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

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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):

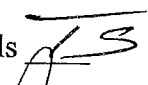

DATE	PAYEE	AMOUNT
02/14/12	Seth William Horton	\$ 5,174.29
05/11/12	Sunstate Title Service Inc.	\$ 12.75

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

In 2009, the CI accompanied Espinosa to Marianela Hernandez' 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' 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.

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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 LeJuene 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 to represent Mrs. Hernandez in the insurance claim. In furtherance of the insurance claim, Montesano & 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 in 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.

State Farm Insurance Company issued several checks in payment for this fraudulent claim resulting in an approximate payout of nine hundred and seventy-five thousand, seven hundred and seventy-seven dollars (\$975,777):

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

INCIDENT DAY / DATE / TIME: **December 21, 2011, 11:48 p.m.**

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Judge's initials 

INCIDENT ADDRESS:
HOME OWNER:
TENANT:
TYPE OF FIRE:

10980 SW 173 Terrace, Miami, Florida
Joel Macineiras, W/M, DOB 03-12-1973
Rafael Ruano, W/M, DOB 08-11-1966
Residential

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.

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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 Alian 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 Alian 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.

INCIDENT DAY / DATE / TIME: June 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

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' 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

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Judge's initials 

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 received a call from Jose Menendez advising that the staged fire had occurred. The CI went to Jose Menendez's 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 Montesino & 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 "las 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):

Affiant's initials TS

Judge's initials [Signature]

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

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

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 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 Lopez that he needed to have 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

Affiant's initials TS

Judge's initials WJ

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

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

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

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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 of 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. MDR 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.

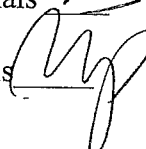
Citizens Property Insurance Company issued several checks in payment for this fraudulent claim resulting in an approximate payout of one hundred and ninety-three thousand, seven hundred and sixty two dollars (\$193,762):

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

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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

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 for 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

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

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 Espinosa 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

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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 that 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

INCIDENT DAY / DATE / TIME: April 12, 2012

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

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 on the staged claim to 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	\$ 33,402.57
11/07/12	Jose Pineiro/Layda T Pineiro/Montesano & Perez	\$ 7,330.00

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

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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 of his, 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 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 crybaby and he wondered what he had been done 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

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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 reported that the fire had originated in the attic above the master bedroom closet. 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

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

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

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 Judge's initials [Signature]

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 Rinkus Fire Investigations reference a fire investigation. Rinkus Fire Investigator Brian Riedmayer reported that he was unable to determine what cause 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 in the area where there was electrical wiring. Brian Riedmayer investigative findings were classified as inconclusive.

Your Affiant's review of the insurance file revealed that Attorneys Joan Montesano and Alian Perez of the law firm of 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 / Montesano & Perez	\$13,500.00

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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, DOB 09-23-1981
TYPE OF FIRE: Residential
INJURY (FIRE FIGHTER): Lieutenant Bunting

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 be 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.

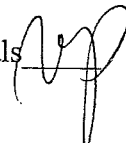
Approximately 1 ½ to 2 months later the CI received a telephone call from Yaniel Alvarez requesting that he and Espinosa respond to the residence. A few days later, the CI and Espinosa went to the residence and met with Yaniel Alvarez, who advised them that Maray Lopez had decided to have the fire at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

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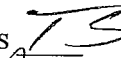
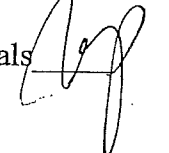
advised United Property that the authorization was also an assignment and “any and all drafts issued in the settlement of his matter should include the interest of NATIONWIDE ADJUSTERS, and should be forwarded to this office,” 9100 S. Dadeland Blvd. Suite 1500, Miami, FL 3356. In furtherance of this insurance claim Nationwide prepared and knowingly presented 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 attorney’s 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

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

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 Barbra 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.



Affiant’s initials 
 Judge’s initials 

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 then 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, Gunther 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.

Affiant's initials 
Judge's initials 

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	\$ 13,959.42
4/11/2014	Guenther & Andrea Beer	\$15,333.75

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

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 Sherriff's Corporal D. Schaare Jr. reported that Fire Investigator Leo Rogers

Affiant's initials TS
Judge's initials AP

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 LeJuene 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 / BAC Home Loans Ser / Montesano & Perez	\$151,718.66

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
TENNANT: Angel Lopez, W/M, DOB 10-13-1973
TYPE OF FIRE: Residential

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

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Judge's initials [Signature]


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 hang 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.

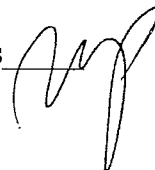
During your Affiant's follow-up investigation, your Affiant was able to corroborate information provided by the CI. Big Corkscrew Island Fire Control and Rescue District fire fighters responded to the residence and extinguished the fire. Big Corkscrew Island Fire Control and Rescue District Fire Investigator Andrew Marfongella responded and determined that the fire had been accidental. 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 Donan 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 attorney's 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.

Affiant's initials 

Judge's initials 

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

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

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 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 Marimom in this claim. On March 19, 2012, Montesano & Perez, P.L. 782 NW LeJuene 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):

Affiant's initials TS

Judge's initials [Signature]

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

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

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.

Affiant's initials TS
 Judge's initials [Signature]

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.

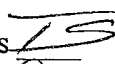
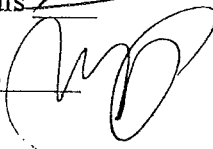
An insurance claim was filed with Citizens Property Insurance Company. Citizens Property Insurance hired Rimkus Consulting Group to perform a fire investigation. Brian Riedmayer responded to the scene and reported that the fire had originated on the left rear burner of the stove in the kitchen. Brian 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

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

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, and 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

Affiant's initials 
 Judge's initials 

then turned the main water supply line back on. Rolando let the water coming from the toilet supply line to 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 flooring 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

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

Affiant's initials 
 Judge's initials 

Nahomin Llano Amador, W/F, DOB 07-29-1975
Residential

TYPE OF FIRE:

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 started 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 Avila, 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 that 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 his wife up from work. Investigator Krajewski classified the fire as accidental.

Affiant's initials TS

Judge's initials [Signature]

An insurance claim was filed with Ark Royal Insurance Company. On January 25, 2013, Camilo Avila signed an Adjuster's Retainer Agreement with Nationwide Adjuster, 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

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)

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 rug 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

Affiant's initials 
 Judge's initials 

mortgage payments starting in September of 2007. Mat Adam 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 returned 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 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 \$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)

Based on the above facts, your Affiant believes that probable cause exists to arrest:

1) JORGE FAUSTO ESPINOSA

F.S.S. 895.03 & 910.01, Racketeering	ONE (1) COUNT
F.S.S. 895.03(4) & 777.04(3), Racketeering Conspiracy	ONE (1) COUNT
F.S.S. 817.034(4) (a) 1, Organized Scheme to defraud \$50,000 or More	ONE (1) COUNT
F.S.S. 806.01(1), Arson 1st Degree	SIXTEEN (16) COUNTS
F.S.S. 806.01(2), Arson 2nd Degree	TWO (2) COUNTS
F.S.S. 817.234(1) & 817.234(11)(c), False and Fraudulent Insurance Claims 1st Degree	TWENTY-ONE (21) COUNTS
F.S.S. 817.234(1) & 817.234(11)(b), False and Fraudulent Insurance Claims 2ND Degree	FOUR (4) COUNTS

Affiant's initials JS

Judge's initials MP

F.S.S. 817.234(1) & 817.234(11)(a),
False and Fraudulent Insurance Claims 3rd Degree
F.S.S. 812.014(2)(a), Grand Theft 1st Degree
F.S.S. 812.014(2)(b), Grand Theft 2nd Degree
F.S.S. 812.014(2)(c), Grand Theft 3rd Degree

F.S.S. 806.031 (1) Arson Resulting in Injury (Fire Fighter)

TWO (2) COUNTS

TWENTY (20) COUNTS
THIRTY-FOUR (34) COUNTS
SEVENTY-SEVEN(77)
COUNTS
ONE (1) COUNT

2) ERLIS CHERCOLES

F.S.S. 895.03 & 910.01, Racketeering
F.S.S. 895.03(4) & 777.04(3), Racketeering Conspiracy
F.S.S. 817.034(4) (a) 1, Organized Scheme
to defraud \$50,000 or More
F.S.S. 806.01(1), Arson 1st Degree
F.S.S. 806.01(2), Arson 2nd Degree
F.S.S. 817.234(1) & 817.234(11)(c),
False and Fraudulent Insurance Claims 1st Degree
F.S.S. 817.234(1) & 817.234(11)(b),
False and Fraudulent Insurance Claims 2nd Degree
F.S.S. 817.234(1) & 817.234(11)(a),
False and Fraudulent Insurance Claims 3rd Degree
F.S.S. 812.014(2)(a), Grand Theft 1st Degree
F.S.S. 812.014(2)(b), Grand Theft 2nd Degree
F.S.S. 812.014(2)(c), Grand Theft 3rd Degree

ONE (1) COUNT
ONE (1) COUNT
ONE (1) COUNT

FOUR (4) COUNTS
ONE (1) COUNT

FIVE (5) COUNTS

ONE (1) COUNT

TWO (2) COUNTS
THREE (3) COUNTS
TEN (10) COUNTS
THIRTY (30) COUNTS

3) MANUEL LOPEZ

F.S.S. 895.03 & 910.01, Racketeering
F.S.S. 895.03(4) & 777.04(3), Racketeering Conspiracy
F.S.S. 817.034(4) (a) 1, Organized Scheme
to defraud \$50,000 or More
F.S.S. 806.01(1), Arson 1st Degree
F.S.S. 817.234(1) & 817.234(11)(c),
False and Fraudulent Insurance Claims 1st Degree
F.S.S. 817.234(1) & 817.234(11)(a),
False and Fraudulent Insurance Claims 3rd Degree
F.S.S. 812.014(2)(a), Grand Theft 1st Degree
F.S.S. 812.014(2)(b), Grand Theft 2nd Degree
F.S.S. 812.014(2)(c), Grand Theft 3rd Degree

ONE (1) COUNT
ONE (1) COUNT
ONE (1) COUNT

TWO (2) COUNTS

THREE (3) COUNTS

ONE (1) COUNT
ONE (1) COUNT
EIGHT (8) COUNTS
FOURTEEN (14) COUNTS

4) SETH HORTON

F.S.S. 895.03(4) & 777.04(3), Racketeering Conspiracy
F.S.S. 817.034(4) (a) 1, Organized Scheme

ONE (1) COUNT
ONE (1) COUNT

Affiant's initials TS

Judge's initials [Signature]

	to defraud \$50,000 or More	
F.S.S. 806.01(1), Arson 1st Degree		ONE (1) COUNT
F.S.S. 806.01(2), Arson 2nd Degree		ONE (1) COUNT
F.S.S. 817.234(1) & 817.234(11)(c), False and Fraudulent Insurance Claims 1st Degree		ONE (1) COUNT
F.S.S. 817.234(1) & 817.234(11)(a), False and Fraudulent Insurance Claims 3rd Degree		ONE (1) COUNT
F.S.S. 812.014(2)(a), Grand Theft 1st Degree		ONE (1) COUNT
F.S.S. 812.014(2)(b), Grand Theft 2nd Degree		THREE (3) COUNTS
F.S.S. 812.014(2)(c), Grand Theft 3rd Degree		TWO (2) COUNTS

5) YAIMA SANCHEZ

F.S.S. 895.03(4) & 777.04(3), Racketeering Conspiracy		ONE (1) COUNT
F.S.S. 817.034(4) (a) 1, Organized Scheme to defraud \$50,000 or More		ONE (1) COUNT
F.S.S. 806.01(1), Arson 1st Degree		ONE (1) COUNT
F.S.S. 806.01(2), Arson 2nd Degree		ONE (1) COUNT
F.S.S. 817.234(1) & 817.234(11)(c), False and Fraudulent Insurance Claims 1st Degree		ONE (1) COUNT
F.S.S. 817.234(1) & 817.234(11)(a), False and Fraudulent Insurance Claims 3rd Degree		ONE (1) COUNT
F.S.S. 812.014(2)(a), Grand Theft 1st Degree		ONE (1) COUNT
F.S.S. 812.014(2)(b), Grand Theft 2nd Degree		THREE (3) COUNTS
F.S.S. 812.014(2)(c), Grand Theft 3rd Degree		TWO (2) COUNTS

6) ILEANA SANCHEZ

F.S.S. 895.03(4) & 777.04(3), Racketeering Conspiracy		ONE (1) COUNT
F.S.S. 817.034(4) (a) 1, Organized Scheme to defraud \$50,000 or More		ONE (1) COUNT
F.S.S. 806.01(1), Arson 1st Degree		ONE (1) COUNT
F.S.S. 806.01(2), Arson 2nd Degree		ONE (1) COUNT
F.S.S. 817.234(1) & 817.234(11)(c), False and Fraudulent Insurance Claims 1st Degree		ONE (1) COUNT
F.S.S. 817.234(1) & 817.234(11)(a), False and Fraudulent Insurance Claims 3rd Degree		ONE (1) COUNT
F.S.S. 812.014(2)(a), Grand Theft 1st Degree		ONE (1) COUNT
F.S.S. 812.014(2)(b), Grand Theft 2nd Degree		THREE (3) COUNTS
F.S.S. 812.014(2)(c), Grand Theft 3rd Degree		TWO (2) COUNTS

Affiant's initials TS
 Judge's initials [Signature]

7) MARIANELA HERNANDEZ

F.S.S. 895.03(4) & 777.04(3), Racketeering Conspiracy
F.S.S. 817.034(4) (a) 1, Organized Scheme
to defraud \$50,000 or More
F.S.S. 806.01(1), Arson 1st Degree
F.S.S. 817.234(1) & 817.234(11)(c),
False and Fraudulent Insurance Claims 1st Degree
F.S.S. 812.014(2)(a), Grand Theft 1st Degree
F.S.S. 812.014(2)(c), Grand Theft 3rd Degree

ONE (1) COUNT
ONE (1) COUNT
ONE (1) COUNT
ONE (1) COUNT
TWO (2) COUNTS
FIVE (5) COUNTS

8) ROBERTO SUAREZ MEDINA

F.S.S. 895.03(4) & 777.04(3), Racketeering Conspiracy
F.S.S. 817.034(4) (a) 1, Organized Scheme
to defraud \$50,000 or More
F.S.S. 806.01(1), Arson 1st Degree
F.S.S. 817.234(1) & 817.234(11)(c),
False and Fraudulent Insurance Claims 1st Degree
F.S.S. 812.014(2)(a), Grand Theft 1st Degree
F.S.S. 812.014(2)(c), Grand Theft 3rd Degree

ONE (1) COUNT
ONE (1) COUNT
ONE (1) COUNT
ONE (1) COUNT
TWO (2) COUNTS
FIVE (5) COUNTS

9) JOEL MACINEIRAS

F.S.S. 895.03(4) & 777.04(3), Racketeering Conspiracy
F.S.S. 817.034(4) (a) 1, Organized Scheme
to defraud \$50,000 or More
F.S.S. 806.01(1), Arson 1st Degree
F.S.S. 817.234(1) & 817.234(11)(c),
False and Fraudulent Insurance Claims 1st Degree
F.S.S. 812.014(2)(a), Grand Theft 1st Degree

ONE (1) COUNT
ONE (1) COUNT
ONE (1) COUNT
ONE (1) COUNT
ONE (1) COUNT

10) ARGELIO MENENDEZ

F.S.S. 895.03 & 910.01, Racketeering
F.S.S. 895.03(4) & 777.04(3), Racketeering Conspiracy
F.S.S. 817.034(4) (a) 1, Organized Scheme
to defraud \$50,000 or More
F.S.S. 806.01(1), Arson 1st Degree
F.S.S. 817.234(1) & 817.234(11)(c),
False and Fraudulent Insurance Claims 1st Degree
F.S.S. 812.014(2)(a), Grand Theft 1st Degree
F.S.S. 812.014(2)(b), Grand Theft 2nd Degree
F.S.S. 812.014(2)(c), Grand Theft 3rd Degree

ONE (1) COUNT
ONE (1) COUNT
ONE (1) COUNT
ONE (1) COUNT
ONE (1) COUNT
TWO (2) COUNTS
ONE (1) COUNT
ONE (1) COUNT

Affiant's initials TS

Judge's initials [Signature]

11) JOSE MENENDEZ

F.S.S. 895.03(4) & 777.04(3), Racketeering Conspiracy
F.S.S. 817.034(4) (a) 1, Organized Scheme
to defraud \$50,000 or More
F.S.S. 806.01(1), Arson 1st Degree
F.S.S. 817.234(1) & 817.234(11)(c),
False and Fraudulent Insurance Claims 1st Degree
F.S.S. 812.014(2)(a), Grand Theft 1st Degree
F.S.S. 812.014(2)(b), Grand Theft 2nd Degree
F.S.S. 812.014(2)(c), Grand Theft 3rd Degree

ONE (1) COUNT
ONE (1) COUNT

ONE (1) COUNT

ONE (1) COUNT
TWO (2) COUNTS
ONE (1) COUNT
ONE (1) COUNT

12) ROBERTO LEON

F.S.S. 895.03(4) & 777.04(3), Racketeering Conspiracy
F.S.S. 817.034(4) (a) 1, Organized Scheme
to defraud \$50,000 or More
F.S.S. 806.01(1), Arson 1st Degree
F.S.S. 817.234(1) & 817.234(11)(c),
False and Fraudulent Insurance Claims 1st Degree
F.S.S. 812.014(2)(a), Grand Theft 1st Degree
F.S.S. 812.014(2)(b), Grand Theft 2nd Degree
F.S.S. 812.014(2)(c), Grand Theft 3rd Degree

ONE (1) COUNT
ONE (1) COUNT

ONE (1) COUNT

ONE (1) COUNT
ONE (1) COUNT
TWO (2) COUNTS
TWO (2) COUNTS

13) JOSE PINEIRO

F.S.S. 895.03(4) & 777.04(3), Racketeering Conspiracy
F.S.S. 817.034(4) (a) 1, Organized Scheme
to defraud \$50,000 or More
F.S.S. 817.234(1) & 817.234(11)(b),
False and Fraudulent Insurance Claims 2nd Degree
F.S.S. 812.014(2)(b), Grand Theft 2nd Degree
F.S.S. 812.014(2)(c), Grand Theft 3rd Degree

ONE (1) COUNT
ONE (1) COUNT

ONE (1) COUNT
ONE (1) COUNT
THREE (3) COUNTS

14) FRANCISCO PINEIRO GONZALEZ

F.S.S. 895.03 & 910.01, Racketeering
F.S.S. 895.03(4) & 777.04(3), Racketeering Conspiracy
F.S.S. 817.034(4) (a) 1, Organized Scheme
to defraud \$50,000 or More
F.S.S. 817.234(1) & 817.234(11)(b),
False and Fraudulent Insurance Claims 2nd Degree
F.S.S. 812.014(2)(b), Grand Theft 2nd Degree
F.S.S. 812.014(2)(c), Grand Theft 3rd Degree

ONE (1) COUNT
ONE (1) COUNT
ONE (1) COUNT

ONE (1) COUNT
ONE (1) COUNT
THREE (3) COUNTS

Affiant's initials TS

Judge's initials [Signature]

15) SERVITO AMADO MORALES

F.S.S. 895.03(4) & 777.04(3), Racketeering Conspiracy	ONE (1) COUNT
F.S.S. 817.034(4) (a) 1, Organized Scheme to defraud \$50,000 or More	ONE (1) COUNT
F.S.S. 817.234(1) & 817.234(11)(c), False and Fraudulent Insurance Claims 1st Degree	ONE (1) COUNT
F.S.S. 812.014(2)(a), Grand Theft 1st Degree	ONE (1) COUNT
F.S.S. 812.014(2)(c), Grand Theft 3rd Degree	ONE (1) COUNT

16) RAUDEL GARCIA


F.S.S. 895.03(4) & 777.04(3), Racketeering Conspiracy	ONE (1) COUNT
F.S.S. 817.034(4) (a) 1, Organized Scheme to defraud \$50,000 or More	ONE (1) COUNT
F.S.S. 806.01(1), Arson 1st Degree	ONE (1) COUNT
F.S.S. 817.234(1) & 817.234(11)(c), False and Fraudulent Insurance Claims 1st Degree	ONE (1) COUNT
F.S.S. 812.014(2)(b), Grand Theft 2nd Degree	ONE (1) COUNT
F.S.S. 812.014(2)(c), Grand Theft 3rd Degree	ONE (1) COUNT


17) LOURDES SARMIENTO

F.S.S. 895.03(4) & 777.04(3), Racketeering Conspiracy	ONE (1) COUNT
F.S.S. 817.034(4) (a) 1, Organized Scheme to defraud \$50,000 or More	ONE (1) COUNT
F.S.S. 806.01(1), Arson 1st Degree	ONE (1) COUNT
F.S.S. 817.234(1) & 817.234(11)(c), False and Fraudulent Insurance Claims 1st Degree	ONE (1) COUNT
F.S.S. 812.014(2)(b), Grand Theft 1st Degree	ONE (1) COUNT
F.S.S. 812.014(2)(c), Grand Theft 3rd Degree	ONE (1) COUNT

18) MARAY LOPEZ

F.S.S. 895.03(4) & 777.04(3), Racketeering Conspiracy	ONE (1) COUNT
F.S.S. 817.034(4) (a) 1, Organized Scheme to defraud \$50,000 or More	ONE (1) COUNT
F.S.S. 806.01(1), Arson 1st Degree	ONE (1) COUNT
F.S.S. 817.234(1) & 817.234(11)(c), False and Fraudulent Insurance Claims 1st Degree	ONE (1) COUNT
F.S.S. 812.014(2)(a), Grand Theft 1st Degree	ONE (1) COUNT
F.S.S. 812.014(2)(b), Grand Theft 2nd Degree	TWO (2) COUNTS
F.S.S. 812.014(2)(c), Grand Theft 3rd Degree	NINE (9) COUNTS
F.S.S. 806.031 (1) Arson Resulting in Injury (Fire Fighter)	ONE (1) COUNT

Affiant's initials 

Judge's initials 

19) YANIEL ALVAREZ

F.S.S. 895.03(4) & 777.04(3), Racketeering Conspiracy ONE (1) COUNT
F.S.S. 817.034(4) (a) 1, Organized Scheme ONE (1) COUNT
to defraud \$50,000 or More
F.S.S. 806.01(1), Arson 1st Degree ONE (1) COUNT

F.S.S. 817.234(1) & 817.234(11)(c),
False and Fraudulent Insurance Claims 1st Degree ONE (1) COUNT
F.S.S. 812.014(2)(a), Grand Theft 1st Degree ONE (1) COUNT
F.S.S. 812.014(2)(b), Grand Theft 2nd Degree TWO (2) COUNTS
F.S.S. 812.014(2)(c), Grand Theft 3rd Degree NINE (9) COUNTS
F.S.S. 806.031 (1) Arson Resulting in Injury (Fire Fighter) ONE (1) COUNT

20) GUENTHER BEER

F.S.S. 895.03(4) & 777.04(3), Racketeering Conspiracy ONE (1) COUNT
F.S.S. 817.034(4) (a) 1, Organized Scheme ONE (1) COUNT
to defraud \$50,000 or More
F.S.S. 806.01(1), Arson 1st Degree ONE (1) COUNT

F.S.S. 817.234(1) & 817.234(11)(c),
False and Fraudulent Insurance Claims 1st Degree ONE (1) COUNT
F.S.S. 812.014(2)(a), Grand Theft 1st Degree TWO (2) COUNTS
F.S.S. 812.014(2)(b), Grand Theft 2nd Degree ONE (1) COUNT
F.S.S. 812.014(2)(c), Grand Theft 3rd Degree TWO (2) COUNTS

21) BARBARA DIANA BEER RIVERO

F.S.S. 895.03(4) & 777.04(3), Racketeering Conspiracy ONE (1) COUNT
F.S.S. 817.034(4) (a) 1, Organized Scheme ONE (1) COUNT
to defraud \$50,000 or More
F.S.S. 806.01(1), Arson 1st Degree ONE (1) COUNT

F.S.S. 817.234(1) & 817.234(11)(c),
False and Fraudulent Insurance Claims 1st Degree ONE (1) COUNT
F.S.S. 812.014(2)(a), Grand Theft 1st Degree TWO (2) COUNTS
F.S.S. 812.014(2)(b), Grand Theft 2nd Degree ONE (1) COUNT
F.S.S. 812.014(2)(c), Grand Theft 3rd Degree TWO (2) COUNTS

22) ALBA VARGAS

F.S.S. 895.03(4) & 777.04(3), Racketeering Conspiracy ONE (1) COUNT
F.S.S. 817.034(4) (a) 1, Organized Scheme ONE (1) COUNT
to defraud \$50,000 or More
F.S.S. 806.01(1), Arson 1st Degree ONE (1) COUNT

F.S.S. 817.234(1) & 817.234(11)(c),
False and Fraudulent Insurance Claims 1st Degree ONE (1) COUNT
F.S.S. 812.014(2)(a), Grand Theft 1st Degree ONE (1) COUNT

Affiant's initials

Judge's initials

F.S.S. 812.014(2)(b), Grand Theft 2nd Degree ONE (1) COUNT
F.S.S. 812.014(2)(c), Grand Theft 3rd Degree TWO (2) COUNTS

23) DANIEL LOPEZ ACEVEDO

F.S.S. 895.03(4) & 777.04(3), Racketeering Conspiracy ONE (1) COUNT
F.S.S. 817.034(4) (a) 1, Organized Scheme ONE (1) COUNT
to defraud \$50,000 or More
F.S.S. 806.01(1), Arson 1st Degree ONE (1) COUNT
F.S.S. 817.234(1) & 817.234(11)(c),
False and Fraudulent Insurance Claims 1st Degree ONE (1) COUNT
F.S.S. 812.014(2)(a), Grand Theft 1st Degree ONE (1) COUNT
F.S.S. 812.014(2)(b), Grand Theft 2nd Degree ONE (1) COUNT
F.S.S. 812.014(2)(c), Grand Theft 3rd Degree TWO (2) COUNTS

24) NELSON FERNANDEZ


F.S.S. 895.03(4) & 777.04(3), Racketeering Conspiracy ONE (1) COUNT
F.S.S. 817.034(4) (a) 1, Organized Scheme ONE (1) COUNT
to defraud \$50,000 or More
F.S.S. 806.01(1), Arson 1st Degree ONE (1) COUNT
F.S.S. 817.234(1) & 817.234(11)(c),
False and Fraudulent Insurance Claims 1st Degree ONE (1) COUNT
F.S.S. 812.014(2)(a), Grand Theft 1st Degree ONE (1) COUNT
F.S.S. 812.014(2)(b), Grand Theft 2nd Degree TWO (2) COUNTS
F.S.S. 812.014(2)(c), Grand Theft 3rd Degree TWO (2) COUNTS


25) ANGEL LOPEZ

F.S.S. 895.03(4) & 777.04(3), Racketeering Conspiracy ONE (1) COUNT
F.S.S. 817.034(4) (a) 1, Organized Scheme ONE (1) COUNT
to defraud \$50,000 or More
F.S.S. 806.01(1), Arson 1st Degree ONE (1) COUNT
F.S.S. 817.234(1) & 817.234(11)(c),
False and Fraudulent Insurance Claims 1st Degree ONE (1) COUNT
F.S.S. 812.014(2)(a), Grand Theft 1st Degree ONE (1) COUNT
F.S.S. 812.014(2)(b), Grand Theft 2nd Degree TWO (2) COUNTS
F.S.S. 812.014(2)(c), Grand Theft 3rd Degree TWO (2) COUNTS

26) FAUSTO MARIMON

F.S.S. 895.03(4) & 777.04(3), Racketeering Conspiracy ONE (1) COUNT
F.S.S. 817.034(4) (a) 1, Organized Scheme ONE (1) COUNT
to defraud \$50,000 or More
F.S.S. 806.01(1), Arson 1st Degree ONE (1) COUNT

Affiant's initials 

Judge's initials 

F.S.S. 817.234(1) & 817.234(11)(c),
False and Fraudulent Insurance Claims 1st Degree ONE (1) COUNT
F.S.S. 812.014(2)(b), Grand Theft 2nd Degree THREE (3) COUNTS
F.S.S. 812.014(2)(c), Grand Theft 3rd Degree SEVEN (7) COUNTS

27) YANELIS GIL

F.S.S. 895.03(4) & 777.04(3), Racketeering Conspiracy ONE (1) COUNT
F.S.S. 817.034(4) (a) 1, Organized Scheme ONE (1) COUNT
to defraud \$50,000 or More
F.S.S. 817.234(1) & 817.234(11)(c),
False and Fraudulent Insurance Claims 1st Degree ONE (1) COUNT
F.S.S. 812.014(2)(a), Grand Theft 1st Degree ONE (1) COUNT
F.S.S. 812.014(2)(b), Grand Theft 2nd Degree TWO (2) COUNT
F.S.S. 812.014(2)(c), Grand Theft 3rd Degree NINE (9) COUNTS

28) JORGE ANTONIO POUS

F.S.S. 895.03(4) & 777.04(3), Racketeering Conspiracy ONE (1) COUNT
F.S.S. 817.034(4) (a) 1, Organized Scheme ONE (1) COUNT
to defraud \$50,000 or More
F.S.S. 817.234(1) & 817.234(11)(c),
False and Fraudulent Insurance Claims 1st Degree ONE (1) COUNT
F.S.S. 812.014(2)(a), Grand Theft 1st Degree ONE (1) COUNT
F.S.S. 812.014(2)(b), Grand Theft 2nd Degree TWO (2) COUNT
F.S.S. 812.014(2)(c), Grand Theft 3rd Degree NINE (9) COUNTS

29) LISVAN SAY

F.S.S. 895.03(4) & 777.04(3), Racketeering Conspiracy ONE (1) COUNT
F.S.S. 817.034(4) (a) 1, Organized Scheme ONE (1) COUNT
to defraud \$50,000 or More
F.S.S. 817.234(1) & 817.234(11)(c),
False and Fraudulent Insurance Claims 1st Degree ONE (1) COUNT
F.S.S. 812.014(2)(b), Grand Theft 2nd Degree TWO (2) COUNT
F.S.S. 812.014(2)(c), Grand Theft 3rd Degree TWO (2) COUNTS

30) CAMILO AVILA

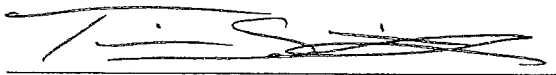
F.S.S. 895.03(4) & 777.04(3), Racketeering Conspiracy ONE (1) COUNT
F.S.S. 817.034(4) (a) 1, Organized Scheme ONE (1) COUNT
to defraud \$50,000 or More
F.S.S. 806.01(1), Arson 1st Degree ONE (1) COUNT
F.S.S. 817.234(1) & 817.234(11)(c),

Affiant's initials TS
Judge's initials [Signature]

False and Fraudulent Insurance Claims 1st Degree ONE (1) COUNT
F.S.S. 812.014(2)(a), Grand Theft 1st Degree ONE (1) COUNT
F.S.S. 812.014(2)(b), Grand Theft 2nd Degree ONE (1) COUNT
F.S.S. 812.014(2)(c), Grand Theft 3rd Degree TWO (2) COUNTS

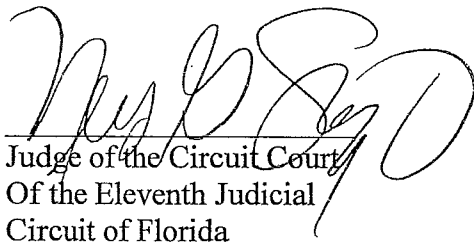
31) JANET ALAMO

F.S.S. 895.03(4) & 777.04(3), Racketeering Conspiracy ONE (1) COUNT
F.S.S. 817.034(4) (a) 1, Organized Scheme ONE (1) COUNT
to defraud \$50,000 or More
F.S.S. 817.234(1) & 817.234(11)(b),
False and Fraudulent Insurance Claims 2nd Degree ONE (1) COUNT
F.S.S. 812.014(2)(b), Grand Theft 2nd Degree ONE (1) COUNT
F.S.S. 812.014(2)(c), Grand Theft 3rd Degree ONE (1) COUNT



Affiant/Detective Tim Smith
Miami-Dade Police Department,
Economic Crimes Bureau,
Arson Squad

SWORN TO AND SUBSCRIBED before me on this 18th day of May, 2015.



Judge of the Circuit Court
Of the Eleventh Judicial
Circuit of Florida

Nuchin G. Sayfio

Affiant's initials TS
Judge's initials NS