

IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT  
IN AND FOR INDIAN RIVER COUNTY

STATE OF FLORIDA        }

COUNTY OF INDIAN RIVER }

AFFIDAVIT IN SUPPORT OF ARREST WARRANT (FDLE CASE OR-11-0322)

**BEFORE ME, DAN L. VAUGHN** Judge of the Nineteenth Judicial Circuit Court, in and for Indian River County, Florida, personally appeared Special Agents (SA) William V. Saladrigas and Derek Brieske of the Florida Department of Law Enforcement (FDLE) and Detective George Betscha of the Department of Financial Services, Division of Forensic and Investigative Services (DIFS), who being first duly sworn, depose and say that they have probable cause for the arrest of: **Chrystal Marie Washburn, W/F, DOB: 12/11/1981; SSN: [REDACTED]** and Co-Defendant **Brian Edward Washburn, W/M, DOB: 12/17/1987; SSN: [REDACTED]** husband and wife of 8376 99<sup>th</sup> Court, Vero Beach, FL, 32967-2730, hereinafter "Defendant" and "Co-Defendant," respectively.

**Charge(s):**

- Count 1: False Info on Application for Contractor's License, in violation of F.S.S. 455.2275  
(3<sup>rd</sup> Degree Felony)
- Count 2: Unlicensed Contractor, State of Emergency, in violation of F.S.S. 489.127(1)(a) & (2)(c) \*  
(3<sup>rd</sup> Degree Felony)
- Count 3: Organized Scheme to Defraud, in violation of F.S.S. 817.034(4)(a)1  
(1<sup>st</sup> Degree Felony)
- Count 4: Identity Theft, in violation of F.S.S 817.568(2)(a)  
(3<sup>rd</sup> Degree Felony)
- Count 5: Identity Theft, in violation of F.S.S 817.568(2)(a)  
(3<sup>rd</sup> Degree Felony)
- Count 6: Identity Theft, in violation of F.S.S 817.568(2)(a)  
(3<sup>rd</sup> Degree Felony)
- Count 7: Identity Theft, in violation of F.S.S 817.568(2)(a)  
(3<sup>rd</sup> Degree Felony)
- Count 8: Identity Theft, in violation of F.S.S 817.568(2)(a)  
(3<sup>rd</sup> Degree Felony)
- Count 9: Identity Theft, in violation of F.S.S 817.568(2)(a)  
(3<sup>rd</sup> Degree Felony)
- Count 10: Identity Theft, in violation of F.S.S 817.568(2)(a)

(3<sup>rd</sup> Degree Felony)

Count 11: Money Laundering in violation of F.S.S. 896.101(3)(a) and (5)(c)  
(1<sup>st</sup> Degree Felony)

Count 12: Money Laundering in violation of F.S.S. 896.101(3)(a) and (5)(c)  
(1<sup>st</sup> Degree Felony)

Count 13: Money Laundering in violation of F.S.S. 896.101(3)(a) and (5)(c)  
(1<sup>st</sup> Degree Felony)

Count 14: Money Laundering in violation of F.S.S. 896.101(3)(a) and (5)(c)  
(1<sup>st</sup> Degree Felony)

Count 15: Omit/Conceal Info to Avoid W/C Premium in violation of F.S.S. 440.105(4)(b)(6), (f)(3)  
(1<sup>st</sup> Degree Felony)

Count 16: Insurance Application Fraud in violation of F.S.S. 817.234(1)(a)(3)(a), (11)(c)  
(1<sup>st</sup> Degree Felony)

\* On March 9, 2020, Governor Ron DeSantis of Florida issued Executive Order Number 20-52, due to the COVID-19 pandemic; the EO did not expire until June 26, 2021.

### **INTRODUCTION OF AFFIANT**

**YOUR AFFIANT, SA WILLIAM V. SALADRIGAS** is currently employed by the FDLE and assigned to the Orlando Regional Operations Center (OROC) Fort Pierce Field Office. Affiant has been employed by FDLE since February of 2011, where he has been tasked with conducting criminal investigations and assisting local agencies. Prior to his current assignment, your Affiant was assigned to the Miami Regional Operations Center (MROC) where he conducted public integrity investigations against elected and public officials, including police officers. Your Affiant was first employed in January 1978 as a police officer in Athens, GA and subsequently in December 1981 by the Miami-Dade Police Department ("MDPD"), honorably retiring after twenty-eight years of service with the latter agency in December of 2009 at the rank of police sergeant.

During his tenure at the MDPD, Affiant served as a detective assigned to the Homicide Bureau for eleven years. Your Affiant also served as a detective-sergeant in the Internal Affairs Section for five years, the Public Corruption Section for two years, and the Robbery Bureau for two years. During his career, Affiant has conducted numerous death investigations, including suicides, accidental deaths, and homicides. Your Affiant served on the Homicide Bureau's Police Shooting Team responsible for investigating officer-involved use of deadly force incidents. During his time in the Internal Affairs Section, Affiant conducted numerous criminal and administrative investigations regarding allegations of discourtesy, general misconduct, excessive use of force and corrupt activities involving police officers and other departmental employees. Your Affiant has written and executed numerous search warrants and prepared and executed numerous felony arrest warrants. Affiant has been called to testify on hundreds of occasions during his nearly forty four years in law enforcement.



**YOUR CO-AFFIANT SA Derek Brieske** is currently employed by the FDLE and assigned to the Orlando Regional Operations Center (OROC) Fort Pierce Field Office. Co-Affiant has been employed by FDLE since July 23, 2021, where he is tasked with conducting criminal investigations and assisting local agencies.

Prior to joining the FDLE, Co-Affiant worked as a Senior Law Enforcement Officer with over 30 years of investigative experience at the federal, state and municipal levels. Your Co-Affiant is experienced with complex investigative techniques, law enforcement operations, and supervision and instruction of officer supervisors and peers. Co-Affiant was asked to form and lead teams in dismantling organized crime groups under the Racketeering Influence Corrupt Organizations ("RICO") statutes. Co-Affiant was also instrumental in developing enforcement strategies to curb emerging crime threats involving narcotics trafficking, and property crimes. Co-Affiant has been qualified as an expert witness and testified in cases involving asset forfeitures, indoor cannabis grow operations, and money laundering in both federal and state court systems. Co-Affiant is experienced in criminal and civil interviewing techniques, utilizing theme construction to elicit information from crime defendants, job applicants, and national security clearance candidates. Co Affiant developed and implemented innovative operational tactics for special investigation unit teams to provide detectives and officers the means to safely execute high-risk take downs, manage informants, execute search warrants and maintain an effective undercover operations network. Co-Affiant has written and executed hundreds of arrest and search warrants during his 32 years in law enforcement, and he has testified in court frequently during that timeframe.

**YOUR AFFIANT (B), DETECTIVE GEORGE BETSCHA**, is a Detective with the Florida Department of Financial Services, Division of Investigative and Forensic Services Bureau of Workers' Compensation and is assigned to the West Palm Beach Office. Co-Affiant B, Detective George Betscha, has been employed with DIFS since March 2021, where he has been tasked with conducting criminal investigations pertaining to workers' compensation and construction fraud. Co-Affiant B has been employed as a sworn law enforcement officer since May 2013 and has served with multiple municipal agencies performing road patrol. Co-Affiant B has completed over 1,000 hours of law enforcement related training. Co-Affiant B has also undergone training and on the job training in Workers' Compensation Fraud investigation while employed at DIFS.

Co-Affiant B, Detective Betscha's investigation in this case revolved primarily around evidence that the Defendant and Co-Defendant of this investigation committed Workers' Compensation Application Fraud sought to avoid Workers' Compensation premiums by making material misrepresentations or omissions. As such, Co-Affiant B has authored the portion of this Affidavit entitled "Workers' Compensation," and provided information and evidence to Affiant and Co-Affiant with regard to target bank records and financial transactions as detailed below.

### **CASE SUMMARY**

This case involves a pool contractor based in Vero Beach called Amore' Pools and its owners, Defendant and Co-Defendant. Evidence collected during Your Affiants' investigation revealed that Defendant obtained her contractor's license through fraud; Defendant and Co-Defendant proceeded to defraud hundreds of customers in the Treasure Coast area by entering into contracts to install swimming pools at the victims' residences, knowing that their company, Amore' Pools, could not or would not fulfill its obligations under the contract. Through a pattern of similar willful misrepresentations, Defendant and Co-Defendant, through the use of Amore' Pools, Inc., a criminal enterprise, were able to collect over \$1 million in down payments and draws from their victims, usually leaving the victims with unfinished swimming pools that were



unsafe, unusable, and not in compliance with applicable code(s). Another aspect of the scheme was Defendant and Co-Defendant's use of victims' identities without their consent; several victims testified that their signatures had been forged on permit applications or other official documents submitted by Amore' Pools. Bank records gathered during this investigation show that Defendant and Co-Defendant perpetuated their scheme to defraud their victims by utilizing a check cashing store, rather than a business bank account, to convert victims' down payment and draw checks into cash, effectively concealing the source and nature of these illicit funds. The Defendant and Co-Defendant concealed more than \$2.2 million from their workers' compensation insurance company and avoided more than \$120,000.00 in workers' compensation premiums. The Defendant and Co-Defendant also committed insurance application fraud when they provided false information to their insurance companies to obtain coverage that they were not eligible to receive.

### **INVESTIGATION**

**On or about** Tuesday, July 20, 2021, your Affiant opened a criminal investigation, under the above-captioned FDLE case number, in order to examine numerous allegations of fraud by a Treasure Coast pool contractor. Alleged victims interviewed by FDLE agents reported that Defendant and Co-Defendant, as owners of Amore' Pools, Inc., were signing contracts with hundreds of homeowners throughout the Treasure Coast and beyond, taking significant deposits and "front-loaded" draws against the total sum due, and then either abandoning the victims or leaving them with an unfinished, poorly constructed shell in their back yards.

After receiving the initial complaints from Amore's customers, Your Affiant and Co-Affiant began by examining the backgrounds of the owners of Amore' Pools: Defendant is the named President of Amore' Pools, Inc. through the Florida Department of State, Division of Corporations. She is also a "Registered Pool/Spa Contractor" with the State of Florida, Department of Business & Professional Regulation (DBPR). Defendant has a current registration number with the State of RP252555466. It should be noted that according to the DBPR, the difference between a registered contractor and a certified contractor is that the latter "can work anywhere within the State of Florida...A registered contractor is someone who registered a local county or municipal certificate of competency." Defendant thus cannot work anywhere in the State of Florida; Defendant must apply for a permit from each venue where Amore' Pools intends to work. As described in detail below, Your Affiants have learned that Defendant applied for a permit in Port St Lucie (PSL) and then used that permit to apply for and receive reciprocity from surrounding cities and counties throughout the Treasure Coast.

Also, actively involved in the administrative and operational side of Amore' Pools, Inc., is Defendant's husband and Co-Defendant, who, despite appearances on paper, is a de facto owner of Amore' Pools. Co-Defendant is a convicted felon who is on supervised probation in Indian River County, FL, until November 2024, for Contracting Without a License and Grand Theft. As part of this investigation, Your Affiant met with Co-Defendant's probation officer, State Probation Officer (SPO) John Borneman, in Vero Beach. SPO Borneman provided FDLE with copies of Amore' Pool's client list, which Co-Defendant must produce as a condition of his probation to ensure that he is not "ripping people off." The client list includes 125 names of individual homeowners with whom Amore' Pools has contracted. SPO Borneman conceded that he has never spoken with any of Amore's clients personally. He also turned over Co-Defendant's payroll records with Amore' Pools, which indicates that Co-Defendant has earned a total of \$5,720.00 in payroll through March 17, 2021, or \$520 gross income per week. As described in further detail below, the amount of income Co-Defendant has reported to his probation officer differs substantially from that shown in his and Defendant's bank records,



records of checks to Amore' Pools cashed at an area check-cashing store, and evidence produced by victims. Co-Defendant has been characterized by many of the victims interviewed as "the face of Amore' Pools." He conducts the bulk of negotiations and calls himself the owner. Defendant has also stated to customers that Co-Defendant is the owner of Amore' Pools.

Your Affiant discovered that Defendant had filed an application for a municipal license or "Competency Card" through the PSL Building Department on or about August 31, 2017, under her name, using the name of a previous company with which she was affiliated at the time: Infinite Pool Designs, Inc. was formed on or about July 7, 2017, and shows three registered officers – Defendant, as well as Todd and William Brognano of Sebastian, FL. Infinite Pool Designs was voluntarily dissolved in February 2019, after the Brognano brothers insisted on divesting themselves of any business affiliation with Defendant and Co-Defendant. Prior to that date, on or about October 23, 2018, Defendant filed paperwork transferring her municipal license to Amore' Pools, a company registered only under her name.

On Wednesday, August 18, 2021, Affiant and Co-Affiant visited the PSL Building Department and made an oral public records request for Defendant's license application packet and license as held by their records custodian. Affiant also supplied the PSL official with a Business Record Certification affidavit, which they were asked to sign in the presence of a notary and return to FDLE.

After receiving the documents from PSL, Affiant and Co-Affiant noted numerous affidavits contained in said application packet, which described Defendant's skills and experience as a pool builder. The affidavits were submitted as part of PSL's credentialing requirements before issuing a license in their jurisdiction.

One of the affidavits submitted to PSL by Defendant was purportedly executed by [REDACTED] then the registered president and owner of [REDACTED] in [REDACTED]. The affidavit states that Defendant was a former employee of [REDACTED] and describes the Defendant as someone who was skilled and experienced in "laying out pools, backfilling, helping installing [SIC] the steel text[.] over time became a supervisor, making sure the crew was doing what they are supposed to [do]..." According to the affidavit, notarized on August 31, 2017, by Florida Notary Public [REDACTED], Notary ID [REDACTED] Defendant had been employed by [REDACTED] for five years – from June 2012 through August 2017.

On Thursday, August 12, 2021, FDLE Resident Agent in Charge (RAC) Michael R. Bartus and Co-Affiant met with [REDACTED] in [REDACTED]. During that meeting, [REDACTED] testified under oath that he had never employed the Defendant at [REDACTED] and his signature on the affidavit had been forged. Later that same date, RAC Bartus and Co-Affiant interviewed [REDACTED], the Notary Public and a full-time secretary at [REDACTED] a company owned and operated by the Brognano brothers in Sebastian, FL. [REDACTED] testified under oath that to the best of her knowledge and recollection she had notarized the affidavit in question, on August 31, 2017, without the affiant present. [REDACTED] claimed that had she not notarized the document as requested, her employment at [REDACTED] may have been in jeopardy.

On August 16, 2021 your Affiants again interviewed [REDACTED] after learning that he had contacted the Martin County Building Inspector expressing concern that he had submitted a fraudulent document to that office on behalf of Defendant. When your Affiants questioned [REDACTED] about this, he admitted under oath that he did sign a document which was ultimately submitted to Indian River County as part of Defendant's application to receive certification as a licensed pool contractor in that county. [REDACTED] stated that the document made false



statements about Defendant's experience in the pool industry and that he signed the document for Co-Defendant after Co-Defendant solicited his assistance. [REDACTED] stated that, although the document was later notarized, no notary was present when he signed.

The PSL credentialing application packet, also contained a letter, dated August 25, 2017, on [REDACTED] letterhead. The letter, which was purportedly signed by [REDACTED] and notarized by [REDACTED] enumerated the Defendant's skills and experience as a laborer and supervisor in the pool building industry while allegedly employed by the company "for five years." On August 24, 2021, Co-Affiant again interviewed [REDACTED]. Under oath, [REDACTED] testified that he had not created said document, and his signature on the letter was forged. He also averred that he had not been present when the letter was notarized. In a second interview of [REDACTED] by Affiant and Co-Affiant on August 18, 2021, [REDACTED] authenticated the document as one that she had notarized on August 31, 2017, without the signee being present. Moreover, [REDACTED] acknowledged that the Defendant had no skills or experience as a pool builder; according to [REDACTED], it was the Defendant's husband, Co-Defendant who was experienced in this area of pool construction.

The PSL credentialing application packet also contained various handwritten references, which purport to come from former co-workers of the Defendant. [REDACTED] claim in these handwritten affidavits that they have worked with the Defendant for the past four and six years, respectively, wherein they describe the Defendant as a "good team leader" and a "very well respectable [SIC] person." The letters were both purportedly signed by the respective signees and notarized by [REDACTED] on August 31, 2017. However,

[REDACTED]

Despite the fact that PSL granted Defendant's application to be registered as a pool contractor with the city, the representations made by Defendant in the application were clearly fraudulent, and the application packet contained fraudulent documents bearing at least one individual's forged signature, a violation of Fla. Stat. 817.568 the Identity Theft statute.

FDLE agents have obtained testimony and evidence that the credentialing packet is fraught with false information intended to mislead the PSL Building Department into believing that the Defendant is of good character, as well as skilled and experienced in the area of swimming pool construction. The credentialing packet was ultimately shared with the Martin County Building Department on April 22, 2019, in order for Defendant to achieve reciprocity as a registered contractor in that jurisdiction. It should be noted that within this document Defendant's listed home address was 8376 99<sup>th</sup> Court, Vero Beach, Fla, and her email address was [Chrystalw37@gmail.com](mailto:Chrystalw37@gmail.com).

In addition to establishing the fraud upon which Defendant and Amore' Pools' contractor's license and registration was based, Your Affiants met with numerous residential property owners who were victimized by Defendant and Co-Defendant. Each victim provided a sworn statement.

#### VICTIMS



1) [REDACTED]

On June 22, 2021, homeowner victim [REDACTED] met with FDLE Special Agent (SA) Mark Mynheir and Resident Agent in Charge (RAC) Michael Bartus at the Fort Pierce Field Office. [REDACTED] reported that [REDACTED] 2020, he had contracted with Amore' Pools, Inc., to construct a pool at his home. [REDACTED] has since paid \$59,000 to Amore' Pools. Thus far, Amore' Pools has only completed the shell of the pool and nothing else. [REDACTED] has called the Defendant and Co-Defendant repeatedly, but the calls have been ignored. After realizing that he had been victimized, [REDACTED] began to look into Amore' Pools and has been in communication with other customers of Amore' Pools who have been the victims of similar fraudulent behavior; he believes there may be hundreds of such victims throughout the Treasure Coast.

[REDACTED] also testified that he pulled permit applications for his pool submitted by Amore' Pools. According to [REDACTED] the signatures above his name on the applications were forged and not his own. He did not give consent to Defendant and Co-Defendant or anyone else to sign his name on these documents. [REDACTED] also noticed that these permit applications were notarized by a friend of Defendant and Co-Defendant, [REDACTED] who owns a check cashing store in Vero Beach, FL called "Checks-2-Dinero."

[REDACTED] testified that several of his checks to Amore' Pools were cashed at Checks-2-Dinero. [REDACTED] was not present when [REDACTED] notarized any of the documents purportedly signed by him.

From [REDACTED] contract, Amore'find Pools had taken eight draws for \$55,000, which represents 92% of the contract price. [REDACTED] paid some of the draws even though there were problems because he was in the middle of refinancing his home, and he did not want to have any liens against his property. The last inspection on his pool from Indian River County was [REDACTED] of 2020. He estimated that only 60% of his pool had been completed.

On May 3, 2021, [REDACTED] sent a certified letter to Amore' Pools, stating he believed they had a breach of contract, so [REDACTED] requested one of three things: return thirty thousand dollars of his payments, complete the project within thirty days, or do nothing and he would pursue criminal charges. Amore' Pools never responded to his letter. [REDACTED] provided copies of some of his checks to Amore' Pools, his breach of contract letter, his Notice of Commencement, and other documents.

2) [REDACTED]

A [REDACTED] and [REDACTED], also contracted with Amore' Pools. Your Affiant took a sworn statement from [REDACTED]

[REDACTED] In or about [REDACTED] of 2019, [REDACTED] contacted Defendant and Co-Defendant at Amore' Pools, Inc., after they were referred to him by a realtor. [REDACTED] entered into a contract with Amore' Pools, Inc., after he and his wife secured a construction loan, in or about [REDACTED] 2020. Subsequently, they revised the contract due to a change order on the original specs. The agreed-upon price for the pool design and construction was \$56,400. Additional "change orders" were executed and paid for by the [REDACTED] based on additions that Defendant and Co-Defendant recommended to the pool: 1) [REDACTED] 2020, paid \$5,900 for an Aqua-Cal pool heater; 2) [REDACTED] 2020, paid \$5,375 to change a "dry den" sitting area to a spa/hot tub; 3) [REDACTED] 2020, paid \$6,300 for coping and "additional stone for the deck." They ultimately agreed to pay over \$70,000 for the entire project of which, to date, Amore' Pools has collected \$56,404.28.



Amore' Pools, according to [REDACTED] obtained permits for the pool on or about [REDACTED] 2020, and they broke ground that same day or the day after. At present (July 2021), Amore' Pools has completed about 50 percent of the project, leaving a highly deteriorated and dysfunctional eyesore in their back yard. After paying the bulk of the amount due for the construction of the pool (remaining balance due is \$17,570.72), the project remains wholly unusable, hazardous, and highly unattractive over one year later. [REDACTED] provided your Affiant with photographs illustrating this fact.

Due to Amore' Pools' failure to complete the pool and pass inspections, the [REDACTED] have also experienced problems with their lender. They have had to obtain extensions on what was initially a one-year construction loan, but the full balance on the note will soon be due. Based on his interactions with Amore' Pools, [REDACTED] believes that Defendant and Co-Defendant entered into the contract to build a pool at his home with no real intention of finishing the project. Instead their intent has been to deprive him of over \$50,000 while performing a minimal amount of substandard work. Amore' Pools has abandoned the project; Defendant and Co-Defendant will not return his calls or communicate with him (despite [REDACTED] written demands and legal notices) and have not returned to the property or performed any work in several months.

During a follow-up interview, [REDACTED] provided FDLE with a copy of a cancelled check from one of Amore's draws for payment on his pool. The check, written in the amount of \$18,202.79, was issued by [REDACTED] lending institution [REDACTED] lender, and was made out to "Amore' Pools, Inc. & [REDACTED] [Emphasis Added]. Defendant picked up the check when the [REDACTED] family was out of town and, according to the back of the cancelled check, cashed it at a third-party check cashing store, Coastal Bound, LLC, d/b/a *Checks-2-Dinero* in Vero Beach, FL. [REDACTED] stated that Defendant forged his endorsement on the back of the check in order to cash it. He did not sign or endorse the check or give anyone his consent to do so.

It should be noted that according to the back of check number [REDACTED] the check was ultimately deposited into an account under the name Coastal Bound, LLC, at The Cooperative Bank (TCB) under business account number [REDACTED].

### 3) [REDACTED]

Co-Affiant took a sworn statement from victim homeowner [REDACTED] on July 28, 2021. [REDACTED] initially met with representatives of Amore' Pools [REDACTED] 2021, and signed a contract with Defendant and Co-Defendant for construction of a pool at their [REDACTED] home on [REDACTED] 2021, at Amore's office in Fort Pierce. [REDACTED] and her husband agreed to certain terms and conditions based on the Defendant and Co-Defendant representations to them. [REDACTED] indicated that she and her husband were on a "very strict budget." They agreed to an upgrade on the stone because Defendant and Co-Defendant offered them "such a crazy-good price," citing that they owned the stone company. Defendant and Co-Defendant also used this ruse to sell the [REDACTED] tile, stating that they owned the tile company. Compared to other pool companies with whom the [REDACTED] consulted, Defendant and Co-Defendant were anywhere from \$10 - \$20,000 cheaper, with more upgrades. Defendant and Co-Defendant also promised [REDACTED] that "you'll be swimming in three months, after permitting."

[REDACTED] gave Defendant and Co-Defendant a twenty-five percent deposit of \$9,750 on [REDACTED] 2021, against the total cost of the project, which totaled \$39,000. [REDACTED] recalled that on [REDACTED] 2021, Amore' sent the survey of the pool to engineering. [REDACTED] learned from PSL officials that the plans Defendant and Co-Defendant submitted were wrong. [REDACTED] then



contacted the surveyor for the project and learned that Defendant and Co-Defendant were delinquent in paying for their survey, despite [REDACTED] down payment.

[REDACTED] recounted that she visited the PSL Building Department with Alexa Kratt, an Amore' Pools employee, and signed a series of documents, including a Notice of Commencement. Ms. Kratt subsequently took the documents back to Amore' Pool's offices and notarized them outside of [REDACTED] presence before submitting them to PSL. [REDACTED] subsequently filed a complaint with the Notary Board against Kratt. [REDACTED] later learned that her permit was issued on [REDACTED] 2021. Defendant immediately began calling [REDACTED] asking for the second draw that comes due when the permit is issued. [REDACTED] paid Amore' another \$1950 on [REDACTED] 2021. Subcontractors dug the hole for the pool on [REDACTED] 2021. On [REDACTED] 2021, Defendant called [REDACTED] asking for yet another draw, claiming that the project was nearing completion.

[REDACTED] disputed Defendant's characterization of the status of their project, arguing that it was not near completion, and told Defendant she would not pay anymore until they finished. Defendant used various dilatory tactics to justify the delays and attempt to collect the draw, but [REDACTED] remained adamant and refused to pay. The next day, crews showed up and finished the steel fabrication, which cost [REDACTED] another \$7800, paid on [REDACTED] 2021. At that point, Amore' had collected over \$19,000 of the total balance due on the pool.

On or about [REDACTED] 2021, the pool "failed inspection." Apparently, the steel fabrication was not compliant with the applicable building code. On [REDACTED] 2021, Amore' Pools failed a second ordered inspection of the pool. On [REDACTED] 2021, on the third attempt, they finally passed inspection. After a month of failed promises, on or about [REDACTED] 2021, Defendant and Co-Defendant reported that they had a crew on their way to finish the gunite on their pool; however, they added that the [REDACTED] would have to pay another \$7000 draw on the gunite; the [REDACTED] decided to stop them from coming, reasoning that they had paid Amore' over \$19,000 in draws already and had received about \$5000 worth of work. They did not wish to continue paying Defendant and Co-Defendant for substandard work without seeing substantive improvements on their pool project. [REDACTED] pointed out how Defendant and Co-Defendant were only good about communicating with clients when there was a cash draw due against the balance. It seemed to her, based on the evidence, that once you paid the lion's share of the pool, they would abandon the project and leave you hanging.

[REDACTED] last spoke with Defendant on [REDACTED] 2021 to discuss the failed inspections. Co-Defendant texted [REDACTED] on [REDACTED] 2021, claiming that they were on their way to finish the concrete. [REDACTED] responded that she would be hiring another company to finish the job. Defendant and Co-Defendant never visited the [REDACTED] property after completing what was widely estimated by other contractors who provided estimates to be about \$5000 worth of work. Most contractors who examined the project after [REDACTED] dismissed Amore' estimated a cost of \$38,000 to remediate and complete the unfinished remnants left behind by Amore' Pools.

[REDACTED] remarked that she had paid the first draw with a debit card, and the two subsequent draws were paid by check. She said that Amore's contract announces that they are "licensed and insured." SA Mynheir, who examined the two checks issued by [REDACTED] to Amore' Pools, verified that both checks were cashed through Coastal Bound, LLC, d/b/a Checks-2-Dinero. Similar to other victims interviewed by FDLE, [REDACTED] indicated that she was aware of other homeowners victimized by Defendant and Co-Defendant, through Amore' Pools. She has communicated and shared information with these other victims through a Facebook page established for that purpose.

4) [REDACTED]



On Wednesday, July 28, 2021, SA Mark Mynheir and your Co-Affiant met with homeowner victim [REDACTED] (hereinafter [REDACTED] of [REDACTED] who provided a sworn statement. [REDACTED] came into contact with Defendant and Co-Defendant in [REDACTED] 2020. [REDACTED] and his family were [REDACTED] and he contacted Amore' from their website to inquire about building a pool at his new home [REDACTED] spoke by phone with Co-Defendant. [REDACTED] signed a contract with Amore' Pools on [REDACTED] 2020 for the construction of a pool at a contracted cost of approximately \$56,900. For that amount, [REDACTED] was offered a 16' x 29' pool with a large spa, screen enclosure, heater, water features, and a travertine deck. Amore' broke ground in [REDACTED] 2020, and the completion date was estimated to be the first week in [REDACTED] of 2020.

When [REDACTED] met Co-Defendant, he introduced himself as the owner of Amore' Pools. Co-Defendant bragged how he could sell many of the "upgrades" as part of the standard package, claiming that he could get much of the material through family members who own the production end of said materials, like travertine, which they have made through a family mine in Turkey.

Initially, Defendant and Co-Defendant agreed to start building the pool before the [REDACTED] were to move in. However, when the [REDACTED] moved into the home [REDACTED] no work had begun. [REDACTED] called Amore' to complain, and [REDACTED] he called the Stuart Building Department and learned Amore' had not even submitted a permit application yet. Defendant claimed Amore' had filed their permit application with Martin County as "she knows people [there], and she'll get it done." The permit was finally issued in [REDACTED] 2020. Co-Defendant continued to string [REDACTED] along with a litany of excuses, missing appointments on a regular basis.

Sometime in [REDACTED] the first crew showed up and dug the hole. What followed were weeks-long delays and excuses from Defendant and Co-Defendant. Eventually, workers came by and formed the walls and rebar. After that, the project sat idle for "about a month." Defendant and Co-Defendant offered more excuses and the delays continued. Finally, on [REDACTED] 2020, Amore' Pools did the gunite. Co-Defendant promised that once the gunite was in, "it would be a daily thing until completion." He hoped to be finished by Thanksgiving. Around the end of [REDACTED] Amore' began to install the waterline tile; that portion of the project is still incomplete.

The pool remains unfinished - even after [REDACTED] has paid \$48,000 (85% of the total contract price). He explained that the money was collected over seven draws, paid entirely by debit card. [REDACTED] has had two other contractors examine the work site, and they tell him it would cost him about \$40,000 to correct and finish the pool. [REDACTED] showed agents photos of the pool and noted that his deck is starting to sink because Amore' did not properly compact the soil. [REDACTED] also showed agents numerous text messages from Defendant and Co-Defendant, documenting, by his count, "over 180 lies." [REDACTED] permit was set to expire on [REDACTED] 2021, because they had not passed any inspection in over six months.

He recalled that Defendant, at one point, asked [REDACTED] to send her a digital image of his driver license. [REDACTED] later visited the Stuart Building Department, and examined the documents submitted by Amore'. He noticed that someone had forged his signature on several documents. [REDACTED] showed copies of these documents to agents. They were purportedly signed and notarized in January by Alexa Kratt, an Amore' employee. [REDACTED] stated that he has never signed any documents relating to the pool in the presence of any notary. Based on his interactions with Defendant and Co-Defendant and observations of their behavior, [REDACTED] stated that he believes it was their "intent to defraud...from day one." According to [REDACTED] they intended to "take [his] money and stop working..."



5) [REDACTED]

On Wednesday, August 18, 2021 Your Affiant took a sworn statement from homeowner victim [REDACTED] (hereinafter [REDACTED] of [REDACTED] [REDACTED] [REDACTED] advised that he and his family are building a new home in [REDACTED]. Sometime in late [REDACTED] 2020, the [REDACTED] met with Defendant and Co-Defendant at their office on Kings Highway in Fort Pierce. Co-Defendant created a computer-generated pool design model that [REDACTED] characterized as "extravagant." However, Co-Defendant assured the [REDACTED] that they could afford it. Co-Defendant ultimately agreed to build a 32' x 50' in-ground recreational pool for \$77,000. They signed the contract on the following Saturday. [REDACTED] has since learned the industry price for a pool like his would be between "\$150,000 to \$180,000." [REDACTED] recalled that his pool was designed to include a waterfall with slide, swim-up bar, and a hot tub/spa; he frequently questioned how much he was getting for the money. Co-Defendant would always retort, "just trust me..." [REDACTED] not being an expert on pool building, initially found the price very attractive but not so cheap that it would be suspicious.

Co-Defendant told the [REDACTED] how his family owned a mine in Turkey, so he could acquire the Travertine for half the price of other builders. Co-Defendant also pointed out how his pools are all inclusive where other pool builders charge extra for most upgrades. Days after they signed the contract, [REDACTED] wife met Defendant at a gas station between Fort Pierce and Stuart to give her their initial payment.

[REDACTED] provided Your Affiant with an unsigned copy of his contract with Amore' Pools, along with a digital copy of a receipt for a cashier's check (No. [REDACTED], dated [REDACTED] 2020, made payable to "Amore' Pools Inc." in the amount of \$19,250. [REDACTED] claimed that the check was issued from their [REDACTED], which they had designated for home construction costs. When asked, [REDACTED] could not recall if the actual check required one or two signatures, and, if so, whether or not his wife ever endorsed it. Recently, [REDACTED] wife contacted [REDACTED] in an effort to get a copy of the canceled check, and the bank could not find any record(s) of the canceled cashier's check in question. Affiant later received a copy of the front and back of bank check, number [REDACTED] and said check had purportedly been endorsed by Defendant and deposited into an unnamed Regions Bank account, number [REDACTED] on [REDACTED] 2020.

[REDACTED] described numerous delays associated with Amore' Pools obtaining permits for his pool. There seemed to be delays associated with the engineer who allegedly wanted another survey. Despite the fact that [REDACTED] repeatedly asked who was doing the survey(s), Defendant and Co-Defendant never furnished him with the information.

Finally, in [REDACTED] of 2021 a permit was issued; Defendant called him to inform him that she wanted the second draw (\$5,050) based on the issuance of the permit. Prior to this call from Defendant, [REDACTED] uncovered countless complaints on social media about Amore' Pool's chronic failure to comply with the terms and conditions of client contracts throughout the Treasure Coast. Moreover, a [REDACTED] reached out to [REDACTED] to warn him about Defendant, Co-Defendant, and Amore' Pools. The [REDACTED] became convinced that Amore' was nothing more than a scam.

[REDACTED] immediately emailed Defendant and cancelled their contract. Co-Defendant called him back to confirm that [REDACTED] wanted to cancel the contract. Defendant and Co-Defendant "almost seemed relieved" upon learning that [REDACTED] intended to cancel the contract. At the time of the contract cancellation, Amore' had not done anything in furtherance of the construction of the [REDACTED] pool project. Co-Defendant told [REDACTED] that his monies would be refunded from his original deposit of \$19,250.00. However, Defendant later informed [REDACTED]



that Amore's expenses with respect to the permit application and the engineering study were almost \$15,000.00. She explained that Amore' had billed 60 hours in connection with the permit application, and the engineering cost was \$10,000.00.

Since Defendant would not reveal the identity of the engineer, [REDACTED] "called the county" and learned the firm was El-Sid Engineering Corp. of Palm Beach Gardens. [REDACTED] called the firm and learned that the low-and-high range of cost for engineering on a pool would be anywhere from \$300 to \$1000, and that \$10,000 would be "extreme." [REDACTED] later spoke with Sid Kovner, the owner of the firm, who aggressively told [REDACTED] that "the price it is what it is." When [REDACTED] explained that he was cancelling the Amore' Pools contract, Kovner threatened that if [REDACTED] pulled out of the contract and still wanted to build his pool, "I'm the engineer on record, and I will make it tough for you to change anything on there." Defendant later texted [REDACTED] the message, "I heard you called my engineer."

Your Affiants note that bank records obtained from Regions Bank indicate that Amore' wrote El-Sid multiple checks. Below are examples:

4/22/19 Check #2016 for \$200, memo line: "Fer Exp. Et." (sic)  
4/13/20 Check #2336 for \$6500, memo line: "Engineering"  
6/5/20 check #2384 for \$2800, memo line: "Engineering" signed by Defendant  
6/2/20 check #2372 for \$3050 memo line: "Engineering" signed by Defendant  
11/4/20 check #2577 for \$2900 memo line: Engineering signed by Defendant  
10/22/20 check #2554 for \$5150 memo line: Engineering signed by Defendant  
9/24/20 check #2491 for \$10,000 memo line: none signed by Defendant  
9/2/20 check #2481 for \$5500 memo line: Engineering, signed by Defendant

This evidence tends to corroborate the employee's original statement that \$10,000 is an unusual price for engineering on one pool. The only \$10,000 check from Amore' to El-Sid does not designate whether it is for one pool or several; in fact the memo line is blank.

According to another pool contractor who [REDACTED] later consulted, permitting for a pool should not require more than three to five billed hours. [REDACTED] also stated that the Notice of Commencement, which he admittedly signed, was notarized by a notary outside his presence. The notary was identified as Alexa Kratt. [REDACTED] stated that he has never met Alexa Kratt.

[REDACTED] regularly emails Larry Massing, the Martin County Building Official regarding the status of his deposit refund, and copies Amore' Pools on each email. Defendant occasionally responds to these emails, admitting that Amore' Pools owes [REDACTED] a refund but never providing any detail as to payment. To date, [REDACTED] has not received any refund.

6) [REDACTED]

On Tuesday, August 24, 2021, Your Affiant took a sworn statement from homeowner victim [REDACTED] (hereinafter "[REDACTED]" of [REDACTED])

After vetting several pool contractors to build a pool at their home, [REDACTED] and his wife met with Defendant and Co-Defendant on or about [REDACTED] 2021 at the Amore' Pools facility on Kings Highway in Fort Pierce. [REDACTED] recalled that unlike other contractors who would typically ask to see the proposed work site, Co-Defendant used a computer program at his



office that would create an actual rendering of what their pool would look like. They sat with the Defendant and Co-Defendant for "quite a while" that afternoon. Co-Defendant created the rendering and negotiated the terms of the deal; Defendant was not even present for much of their discussions. [REDACTED] impression was that Co-Defendant was in charge of the company. Defendant only became involved when it came time to accept the initial deposit on the pool.

The [REDACTED] were quoted a price of \$38,900, which [REDACTED] thought was extremely reasonable; he actually questioned Co-Defendant as to how they could build a pool so inexpensively. Co-Defendant explained that they were a "small mom-and-pop company [who] kept their overhead down." Amore's cost were over \$10,000 less than their competitors. Co-Defendant insinuated that they had access to low-cost Travertine because they had "their own company or...person, [so]...they could get it cheaper." Co-Defendant also claimed that they had purchased all of the equipment and hired trained personnel that would enable them to use shotcrete rather than regular gunite, which also cut their costs substantially. Co-Defendant led [REDACTED] to believe that they did most of their work "in-house" and rarely subcontracted work outside the company.

At their original meeting, [REDACTED] signed the contract. The contract had an itemized draw list, which reflected a 25% paid deposit that first day in the amount of \$9725 via check number [REDACTED]. Later in June, [REDACTED] wife issued a second check for permitting. [REDACTED] could not recall seeing Amore' workers at his home until sometime in or about [REDACTED] 2021, when Co-Defendant showed up to outline the pool site and advise that he would return in the coming day(s) to bring rock for the main drain to the proposed pool.

Within a few days Co-Defendant returned and "did the dig," using a backhoe. Although the [REDACTED] contract listed the pool as 14' by 29' in diameter and 3' to 5' in depth, the hole Co-Defendant dug "looked bigger," and there was no modification for a "sundeck, which is a raised area." When [REDACTED] questioned this, Co-Defendant responded, "that's how they do it."

Co-Defendant and some workers showed up again sometime in late [REDACTED] and laid the rebar onto the bottom of the hole, theoretically in preparation for the shotcrete. Earlier that day, an investigator for the St. Lucie Contractors Licensing Board, [REDACTED], visited the [REDACTED] home. He advised that Amore' Pools did not have a permit to do this work. [REDACTED] later learned that Amore' had applied for a permit but failed to show up, pay for the permit, pick up the permit, or post it on the worksite, as required by law. The next day, [REDACTED] spoke with Defendant who brought and posted the permit and picked up another draw in connection with the placement of the rebar.

[REDACTED] contacted Defendant and Co-Defendant after a few days of inactivity, and was told that Amore' was waiting on an inspection. As they waited, the [REDACTED] began hearing anecdotal accounts describing myriad problems associated with Amore' Pools. [REDACTED] had concerns about the lack of responsiveness by Amore' to his questions: He asked about the rocks for the drain; he never got an answer. He asked about installing the main drain; he never got an answer. The rebar ultimately failed inspection based on the way it was laid. When they questioned Defendant and Co-Defendant about the failed inspection, Co-Defendant retorted that whoever was saying that the rebar was laid wrong was lying. At that point, given the totality of the circumstances, the [REDACTED] wanted out of the contract with Amore' Pools.

The [REDACTED] noticed that they had begun to develop a "wash-out" that was slowly creeping towards their house. [REDACTED] explained that the pool site was placed on an existing "drain field." Therefore, they would have to move that drain field to another location on their property. The old septic tank was removed and a pipe was run out to a new septic tank in a drain field created further away. The now-abandoned pool hole was starting to wash out causing



the water to creep closer and closer to the foundation of their house. After hearing the stories on social media about Amore' Pools and "forged documents" and discovering that their own Notice of Commencement was notarized outside their presence, the [REDACTED] became convinced that Amore' was illegitimate.

Other area pool contractors inspected [REDACTED] pool site and reported the number of flaws evident with Amore's work. Virtually everything about the pool was faulty. The other pool contractors opined that given the way the work was done, it was never Defendant and Co-Defendant's intention to complete the project: At one point, even members of Amore's own crew began conceding that most of the work on the pool was done wrong. [REDACTED] asked to get out of the contract, but Defendant and Co-Defendant were adamant in their refusals to cease and desist, arguing that they would finish the job. [REDACTED] became increasingly sterner in his tone, asking Defendant and Co-Defendant to either return his money or do something meaningful to correct the problems with their pool. Defendant warned [REDACTED] not to threaten her with legal action. Ultimately, the [REDACTED] hired an attorney to send Defendant and Co-Defendant a cease-and-desist letter, which was dated August 20, 2021, and also demanded a refund of their money. At that point, the [REDACTED] had paid \$19,450.

In recent weeks unidentified workers, purportedly representing Amore' Pools, visited the site to allegedly straighten out problems and get ready for inspections. In the end, the workers confessed that they could not buy the material they needed anywhere, as no one would sell to Amore'. At present, all [REDACTED] has in his back yard is a dirt hole filled with water and green algae, lined with laid-in rebar. [REDACTED] has neither received any portion of his \$19,450, nor has he seen anyone from Amore' make any substantive attempt to finish his pool. He stated that he has no faith that they will ever finish the pool.

When [REDACTED] finally examined the document from a packet provided to him by the County of St. Lucie, he noted that the Notice of Commencement had been notarized outside his wife's presence. [REDACTED] confirmed that they have never met Alexa Kratt, the listed notary on the document; and [REDACTED] has no independent recollection of ever having seen or signed the Notice of Commencement. [REDACTED] wife, according to the witness, confirmed that it is not her signature on the document. [REDACTED] claimed the document was forged.

The two pool contractors with whom [REDACTED] consulted both offered estimates within approximately \$6000 of each other - both offers were over \$50,000. One of the contractors said he would have to refill the existing hole, which was dug wrong, and start from scratch.

7) [REDACTED]

Your Co-Affiant took a sworn statement from Indian River County homeowner victim [REDACTED] who sometime in 2020 was researching the building of a pool via the Internet and came across information on Amore' Pools Inc. Based upon the pictures he observed, he said that their pools "looked nice." Therefore, he decided to contact them. At first, [REDACTED] spoke via phone with Defendant who identified herself as the owner, and claimed to be working with her husband, Co-Defendant. Approximately one week later in [REDACTED] of 2020, after speaking with Defendant, [REDACTED] met with Co-Defendant at the [REDACTED] residence to discuss the project. Following that meeting, [REDACTED] then met with both Defendant and Co-Defendant in their Fort Pierce Office to see a "canned rendition" of the pool with features via digital software. At this point, being satisfied with the digital rendition he was shown, [REDACTED] said that he finalized the contract. [REDACTED] as part of his contract, provided Defendant with a check from his personal savings for \$13,650. It should be noted that the overall cost of the pool was approximately \$54,600 with a \$4000 add-on for additional features, totaling \$58,600. [REDACTED] had to postpone



the construction until approximately [REDACTED] 2021, as he had suffered the loss of two family members.

In or about [REDACTED] 2021, after maintaining contact with Defendant via phone calls and texts, [REDACTED] communicated to Defendant his intentions of starting the construction. In [REDACTED] of 2021, construction began with the hole being dug and rebar installed. It should be noted, the time period which Co-Defendant had touted as a completion date, from this point, was 90 days. At some point, Defendant contacted [REDACTED] and said that she needed another \$10,900 for a tank inspection. Defendant, shortly thereafter, came to [REDACTED] home to collect the check. During this meeting on [REDACTED] 2021, Defendant told [REDACTED] that she would also need another \$8,190 to complete the gunite surface. Defendant convinced [REDACTED] that, by not making this additional payment; he was holding up construction. [REDACTED] begrudgingly agreed to give Defendant the check for \$8,190 along with the check for \$10,900; however, the former was not to be spent until the gunite for the pool was completed. When the gunite was not completed, [REDACTED] began to text Defendant asking her to, either complete the gunite, or return the check for \$8,190.

At first, Defendant said that she had a family emergency, but she would not cash the check. The check for \$10,900 [bank check # [REDACTED]] was cashed through the same Coastal Bound, LLC. [REDACTED] showed your Co-Affiant numerous text messages between Defendant and himself, where she acknowledged also cashing the check for \$8190, but she agreed to return the monies. To date, however, Defendant has not complied with [REDACTED] numerous pleas and the money is still outstanding. In regard to the construction of the pool, [REDACTED] eventually learned that he had been failing his permits associated with the Indian River County Building Department. [REDACTED] had paid out almost 70% of the total cost of the pool; however, he was left with a hole in the ground with steel rebar and an unusable form. The monies promised to him were never returned.

8) [REDACTED]

On September 1, 2021, Your Affiant took a sworn statement from homeowner victim [REDACTED] (hereinafter "[REDACTED]" of [REDACTED] and his wife [REDACTED])

During the COVID pandemic [REDACTED] and his wife decided to build a pool at their home to aid their young children who were essentially isolated at home. They vetted several area pool contractors. The prices were generally all consistent, but Amore' said they could get materials like Travertine quicker than their competitors, so their timeframe for completion of the pool was shorter. Co-Defendant said his uncle owns a mine in Turkey, where they can get Travertine directly. Co-Defendant even showed [REDACTED] a Facebook page that purported to depict his uncle's mine in Turkey.

During Co-Defendant's numerous visits to the [REDACTED] home, he represented himself as a "licensed contractor...state-certified and registered." He added that he had been building pools for over ten years, as a state licensed contractor, bonded and insured. When [REDACTED] indicated that he did not want any workers with criminal convictions working at his home, Co-Defendant assured him that this was understood and claimed that all of his employees underwent background checks. Co-Defendant never disclosed that he was a convicted felon on probation at the time. A factor in their decision to choose Amore' was the fact that the company had several ongoing pool projects in their neighborhood at the time. A couple who were friends of [REDACTED] wife, [REDACTED], were signing with Amore' Pools. This couple would ultimately become victims of Defendant and Co-Defendant as well.



The [REDACTED] met with Co-Defendant at the Amore' Pool's facility at 851 South Kings Highway, in Fort Pierce on [REDACTED] 2021. Co-Defendant produced a computer-generated 3-D architectural rendering of the proposed pool. This impressed [REDACTED]. Co-Defendant seemed very knowledgeable and professional. Co-Defendant furnished [REDACTED] with a certificate from the DBPR, which indicated that Defendant, not Co-Defendant, was a "residential pool/spa contractor," license number RP252555466, which according to the certificate, expires August 31, 2021. [REDACTED] also furnished FDLE with a copy of a Certificate of Liability Insurance, which he obtained from Co-Defendant, naming Amore' Pools, Inc. as an insured business through Philadelphia Indemnity Insurance Company.

[REDACTED] signed a contract with Amore' Pools on [REDACTED] 2021 at their facility at 851 South Kings Highway. [REDACTED] wife signed the Binding Warranty Document issued by Amore'. [REDACTED] issued check no. [REDACTED] 2021, made payable to Amore' Pools, in the amount of \$16,425. A digital image of the front and back of said check, produced by [REDACTED] for FDLE, reflected that the check had been negotiated at Coastal Bound, LLC. [REDACTED] found it suspicious that the check had been cashed at a check cashing store. He also found it suspicious that "[his] check had been 'washed.'" [REDACTED] had written on the back of check no. [REDACTED] "For Deposit Only - Amore' Pools, Inc." However, it appeared that the back of the check had been altered: His restrictive instructions had been removed somehow, and what appeared to be an endorsement signature had been affixed before it was negotiated at Coastal Bound, LLC.

[REDACTED] has not seen anyone from Amore' Pools since [REDACTED] of 2021; nothing has been done in the six months since he signed the contract to build a pool at his home. [REDACTED] confessed that he and his wife have been sadly distracted by COVID-related tragedies that have befallen his family during the past months. The [REDACTED] have lost numerous "close family members" to COVID [REDACTED]. They were busy arranging funerals and caring for infirmed family members. The [REDACTED] occasionally checked with Co-Defendant, who blamed delays with the permitting on the Martin County Building Department or his engineer. Finally, [REDACTED] contacted Co-Defendant and said either finalize the permit(s) or furnish me with a Notice of Commencement. Co-Defendant continued with his dilatory tactics.

[REDACTED] discovered that Amore' Pools had far more open permits in Martin County than they had closed, which was troubling to [REDACTED]. [REDACTED] produced a printout indicating that Amore' Pools was ineligible to get any more permits in that jurisdiction for another eight months. Martin County had apparently revoked Amore' Pools' permitting privilege sometime in or about mid-June 2021. So, when Co-Defendant continued to insist into late [REDACTED] 2021 that they were awaiting [REDACTED] permit, [REDACTED] had written proof that Amore' Pools would be unable to open his permit. [REDACTED] later personally handed this report to Defendant, who claimed that it was all "a big misunderstanding."

[REDACTED] subsequently attended a hearing before the Martin County Board of County Commissioners, wherein county officials unequivocally announced that the six pending permits for Amore' Pools - one of which was [REDACTED] - "would never be approved." A county inspector who was present at the hearing confirmed that [REDACTED] would have to either assign the permit to another qualified contractor or change the status to owner-builder before they would reconsider issuing the permit. Amore' would not be permitted to work on the [REDACTED] pool project going forward. [REDACTED] repeatedly attempted to recover his deposit. Defendant finally called him back on [REDACTED] 2021, and told him, "I'm not refunding your money, and there's not shit you can do about it." Since that call, [REDACTED] filed suit against Amore' Pools.

Looking back on the sequence of events since signing with Amore' Pools, it is [REDACTED] sincere belief that Defendant and Co-Defendant never had any intentions on fulfilling their



contractual obligations to him and his family: [REDACTED] as a developer himself, is convinced that the Defendant and Co-Defendant's intent from the beginning was nothing more than a scam. Co-Defendant claimed to have over ten years' experience as a pool contractor and bragged that he was the master builder, prior to Amore', for Infinite Pool Designs. He mentioned that he had been "doing pools his whole life." [REDACTED] conceded that Co-Defendant was a polished scammer; [REDACTED] considers himself a sophisticated consumer, yet he "fell for it."

9) [REDACTED]

On September 3, 2021, Your Affiant took a sworn statement from homeowner victim [REDACTED] (hereinafter '[REDACTED]')

In or about September of 2020, [REDACTED] and his family were building a home through [REDACTED]. Representatives of this company told the [REDACTED] that only two pool builders were allowed to work on their site while construction was ongoing: Pools by Greg, Inc. and Amore' Pools, Inc. [REDACTED] learned that the owner of [REDACTED] was having his own pool built by Amore' Pools.

[REDACTED] and his wife [REDACTED] met with Co-Defendant on or about [REDACTED] 2020 at the Amore' facility at 851 South Kings Highway in Fort Pierce. Defendant remained in the "reception area," while Co-Defendant met with them in an office inside the facility. Co-Defendant began to create a 3-D architectural rendering of the proposed pool they could build for the [REDACTED] based on their specifications. Co-Defendant always seemed to be in charge; he also appeared to be the person with subject matter expertise in pool construction. Co-Defendant offered to build the pool they wanted for about "\$43 - \$44,000." [REDACTED] and his wife asked for a day or two to think about it.

[REDACTED] recalled that Co-Defendant was somewhat "pushy," as he emailed [REDACTED] the next day to inform them that he could get them a \$2000 rebate against the cost of their pool on the gunit. [REDACTED] inferred that Co-Defendant was using the rebate as a means of inducing him to sign the contract. [REDACTED] met Defendant and Co-Defendant at the Kings Highway location, on [REDACTED] 2020, and they signed a contract with a total cost of \$43,100 that called for a 16' by 30' in-ground, recreational pool. [REDACTED] had agreed to certain upgrades: A bubbler, a sun shelf, and extra lighting and plumbing for a future "outdoor kitchen." Co-Defendant also agreed to build a fire pit for them, all for \$43,100, and either Co-Defendant or Defendant announced that their "turnaround time was 90 days from permitting." [REDACTED] also produced a Binding Warranty document from Amore' Pools.

The contract, the warranty document, and a draw list were all signed by [REDACTED] and Defendant on [REDACTED] 2020. [REDACTED] observed no one from Amore' at their home until sometime in [REDACTED] 2021. In initial conversations with Defendant and Co-Defendant, [REDACTED] was told that Amore' was experiencing delays with getting the permit from St. Lucie County. [REDACTED] investigated and discovered that Amore' kept submitting incomplete permit application packets, which kept getting rejected for errors and/or omissions. The St. Lucie County advised [REDACTED] that Defendant and Co-Defendant were not being responsive to the County's directives. Sometime in [REDACTED] 2020, [REDACTED] learned that the application had finally been approved. [REDACTED] issued check number [REDACTED] payable to Amore' Pools as their initial deposit, on September 29, 2020, for \$10,325. On or about [REDACTED] 2020, [REDACTED] paid Amore' Pools \$2065 via check number [REDACTED] for the permitting draw.



Amore' reportedly dug the hole at their homesite sometime in [REDACTED] 2021. They subsequently formed the rebar inside the hole. [REDACTED] paid Amore' Pools a third "tank and in-steel" draw in the amount of \$8260, via check number [REDACTED] issued on [REDACTED] 2021. During the next few months, [REDACTED] learned that the pool kept failing inspections. Amore' had not done the electrical grounding or the bonding properly. The pool began to fill with rainwater and grass began to grow inside the hole, which also led to failed inspections. Defendant and Co-Defendant advised [REDACTED] that "the county was being picky." They offered to come out to the site and pump out the rainwater. Due to the fact that Amore' failed to timely call for a follow-up inspection, the pool refilled with rainwater before it could be re-inspected.

The steel rebar was approved by the county inspector, three months after install, on [REDACTED] 2021. Sometime in [REDACTED] 2021, Amore' laid the gunite. [REDACTED] paid \$6195 as a draw for the "gunite shoot," via check on [REDACTED] 2021. [REDACTED] did not recall any additional inspection of his pool after the rebar inspection. Instead of a usable pool, Amore' left [REDACTED] with a dangerous hazard. The pool area had concrete with sharp edges, and pieces of wood with nails sticking out. [REDACTED] was afraid to allow his children in the back yard and demanded Amore' clean up the mess. A crew from Amore' finally returned two weeks later, but just consolidated the mess into a large pile in the yard. That day, in [REDACTED] 2021, was the last time [REDACTED] saw anyone from Amore'.

[REDACTED] pool remains fraught with issues. It is full of "murky water" that has collected over time. [REDACTED] has paid Amore' Pools \$26,845. Sometime in August of 2021, [REDACTED] terminated their agreement with Amore' Pools via certified mail.

The [REDACTED] decided to terminate them based on Amore's chronic delays; Defendant and Co-Defendant's frequent use of deceit to justify those delays, typically some sort of "family emergency(ies)"; and a general lack of trust in the contractor. Recently, [REDACTED] learned that one of Amore's subcontractors had placed a lien on the [REDACTED] home. When [REDACTED] reached out to Defendant, she lamented that it was an oversight on her part because they had "a family emergency." Essentially, everything that the Defendant and Co-Defendant have communicated to the [REDACTED] has been a lie. [REDACTED] based on the totality of circumstances surrounding their experiences with Amore', adduced that the entire project - from the beginning - was nothing more than a scam: The Defendant and Co-Defendant never had any intentions of finishing their pool.

[REDACTED] showed your Affiant a Claim of Lien, filed against his home by [REDACTED], for outstanding debts by Amore' Pools, Inc., in the amount of \$5469.45. [REDACTED] received the Notice by mail on [REDACTED] 2021. Defendant, despite excuses, promised to "take care of it" but never has resolved anything. [REDACTED] has since changed his pool permit with St. Lucie County to "owner-builder."

10) [REDACTED]

On Tuesday, August 31, 2021, at approximately 12:05 p.m., your Co-Affiant met with Martin County homeowner victim [REDACTED] (hereinafter "[REDACTED]" who provided a sworn, digitally-recorded statement, summarized below:

In [REDACTED] of 2021, [REDACTED] spoke via phone with Co-Defendant about building a pool at her home. Later [REDACTED] of that year, [REDACTED] met with Co-Defendant at the Amore' Pools Fort Pierce Office, where Co-Defendant showed her a digital rendition of the pool. Based on this



digital rendition, [REDACTED] and her husband agreed to enter into a contract with Amore' Pools at a total cost of \$59,800. Initially [REDACTED] received a contract from Amore' that did not have a date listed. She called Defendant, who then added it to the document. [REDACTED] signed the contract on [REDACTED] 2021, and personally provided Defendant with a check dated [REDACTED] 2021 in the amount of \$14,950 [check # [REDACTED]]. The check, which [REDACTED] had provided to Defendant, was later negotiated/cashed by Coastal Bound LLC. This is noteworthy because cancelled checks from other homeowner victims also reflect that they were negotiated/cashed at Checks-2-Dinero. Evidence has been collected indicating that over \$1 million in victim homeowner checks and payments have been disbursed to Defendant and Co-Defendant through Checks-2-Dinero. Based on your Co-Affiant's training and experience, this is a suspicious method for a business to process customer payments payable to a business entity and likely indicates an effort to conceal or disguise the source of these funds and make it difficult for homeowner victims to obtain refunds or recover their money.

[REDACTED] also noted that Defendant had her sign a document from Martin County Building Department, which had to do with the commencement of construction. [REDACTED] later learned that Defendant had this document and [REDACTED] signature fraudulently notarized, even though no notary was present when [REDACTED] signed. Defendant told [REDACTED] that it would take about two weeks for the engineering documents to go through the building department. On [REDACTED] 2021, Amore' Pools applied for a permit with Martin County; however, [REDACTED] said that the packet was not complete, as Amore' Pools lacked a "topographic [survey]." When [REDACTED] asked Defendant about the discrepancy, she replied that every house was different. [REDACTED] became suspicious because a neighbor was also building a pool and the issue of the "topographic [survey]" was a concern. Over time, according to [REDACTED] she became increasingly suspicious, and began to email Amore' Pools Inc. via Gmail Account [Chrystalw37@gmail.com](mailto:Chrystalw37@gmail.com). The purpose of [REDACTED] emails to Defendant was to seek a remedy to the situation or the return of her monies. The following reflects a portion of the email conversation originating between [REDACTED] and Defendant via Gmail Account [Chrystalw37@gmail.com](mailto:Chrystalw37@gmail.com):

- "After attending the CILB hearing yesterday, [REDACTED] at the Martin County Administrative Center, we are respectfully requesting our deposit back less agreed upon expenses. Two counties (that we are aware of) have required Amore' Pools to complete approx. 100 pools within 8 months. They also stated that a permit typically should not take more than 3 weeks to be issued. We are two months in (3.5 weeks engineering / 5 weeks permit process), and since all of the conditions have not been met at this point, we feel it best to cut ties for both sides. Because of the significant demand on your time and your admittance to a shortage on labor and supplies, requesting our deposit back is not an unreasonable demand, as we did not sign up for this. We know you care about your business and your customers, so we know you will make things right. This is just one less pool for you to worry about and a delayed timeline we will no longer have to suffer. We previously stated our calculation for a deposit return less expenses would be \$12,950.00. This takes into account time and money for design, engineering, and permit application fees. We will accept this return in the form of a cashier's check or money order made out to [REDACTED] by [REDACTED] 2021. [SIC]

In response to this email and others sent by [REDACTED] which centered around the completion of the pool or some type of remedy to include the return of the monies, Defendant responded:

Good morning, I will respond today, Brian is out in the field today. When he gets home I will respond. I'm just confused your [SIC] not terminated the contract?? You are moving forward? [SIC]



Good morning, I apologize for the delayed response, I am home today not that I want to share this with you but I have a kidney infection I have gotten them my whole life and if not taken care I end up on the hospital. We would absolutely love to move forward on your pool, I do not want to cancel the contract. We can set something up in a few days on moving forward with the project and contract if your not wanting to cancel. I will find out what's holding up the permit and pushed to get it issued. Again, I apologize for the delayed response. Please let me know your thoughts. [SIC]

According to [REDACTED] Defendant ultimately stopped responding to additional emails and Amore' Pools did no additional substantive work on the pool at her residence; to date none of [REDACTED] money has been returned.

Throughout this investigation, including numerous interviews with victim homeowners, Your Affiants have observed this type of pattern, a clear modus operandi, over and over again: Defendant and Co-Defendant offer victim homeowners substantially discounted prices on pool design and installation, therein obtaining either large deposits or substantial "front loaded" draws against the total balance and then make excuses and use dilatory tactics to explain why they never finish the work and comply with their obligations under the contract.

11) [REDACTED]

On Monday, August 9, 2021, Your Affiant and Co-Affiant met with PSL victim homeowners [REDACTED] husband and wife. The [REDACTED] provided a sworn statement about their interactions with Defendant and Co-Defendant and Amore' Pools. Ms. [REDACTED] found out about Amore' Pools from their website. She contacted Defendant by phone, who introduced herself as an employee of the company, claiming her husband, Co-Defendant, was the owner and chief executive, and she was merely an assistant. The [REDACTED] signed a contract with Amore' Pools on March 4, 2020 for a 28' x 14' "spa/pool" costing approximately \$27,000. Co-Defendant also offered to put Travertine decking around the pool in the contract, but Amore' later installed a simple concrete deck instead, which [REDACTED] noted is already cracked and broken. Initially, Co-Defendant estimated the pool would be done in 8 -10 weeks.

Looking back, the [REDACTED] considered everything Defendant and Co-Defendant said a lie. Between [REDACTED] of 2020, the [REDACTED] paid Amore' Pools various installments of several thousand dollars each via credit card every time Amore' did some work on the pool. Through [REDACTED] of 2020, Mrs. [REDACTED] cited only their unreliability as the greatest source of frustration: They would say they were coming by in a day or two and not show up for weeks.

After Amore's work in [REDACTED], municipal inspectors failed the [REDACTED] pool due to problems with the pool heater and soil compaction for the decking. Amore' did no further work on the pool until [REDACTED] 2021, when Co-Defendant came by to inspect the pool and ask for a \$2700 draw, to be paid by check. The [REDACTED] showed Your Affiants the cancelled check, which reflects that the check was cashed at Coastal Bound, LLC,, the check cashing store owned and operated by [REDACTED]

Although the pool was mostly finished by [REDACTED] 2021, the heater was not working and water was pooling on the deck, causing a green stain. Only 5 of the 10 jets installed in the pool/spa actually worked, and the others would shoot out dirt into the pool. Once the pool was filled, water began to bubble up through the deck and pavers in the [REDACTED] screen room. Mrs. [REDACTED] called Amore' Pools in a panic, and Co-Defendant showed up. He removed pavers inside the screen room, claiming that he could access the broken pipe. After destroying



a section of pavers inside the [REDACTED] screen room, Co-Defendant concluded that he could not access the broken pipe from there, as it was too far off under the concrete pool deck outside the screen room. He later returned to the [REDACTED] home, but only partially repaired the pavers and did not repair the leak under the concrete deck.

Although the [REDACTED] frequently attempt to contact the Defendants to have Amore' Pools finish the job and fulfill their obligations under the contract, they received no response. Mrs. [REDACTED] is convinced that they are stuck with the pool they now have in place, as she believes the Defendants have abandoned the project at this point.

It should be noted that on the dates that each of the above-listed homeowner victims entered into a contract with Amore' Pools, Defendant and Co-Defendant knew that their license as issued by the Construction Industry Licensing Board (CILB) at PSL was based entirely on false information and fraud, thereby rendering such a license as unlawfully obtained and, as such, void on its face.

12) [REDACTED]

On Wednesday, September 22, 2021, Your Affiant and Co-Affiant visited the home of [REDACTED] (hereinafter "[REDACTED]" of [REDACTED] Where [REDACTED] subsequently rendered a sworn statement. His wife [REDACTED] was present for parts of the statement, and, at one point was sworn in as well and offered brief testimony. The following is a synopsis of the sworn, digitally-recorded statement given by [REDACTED] and his wife, [REDACTED] and should not be considered a verbatim transcript. For exact details, refer to the recorded statement.

[REDACTED] told Affiant and Co-Affiant that he and his wife had decided to shop for a pool, and they were told of Amore' Pools, Inc., by friends. The couple were using Amore' Pools to build their pool, so they recommended them to [REDACTED] understanding is that this other couple has also been similarly victimized by Defendant and Co-Defendant, the owners of Amore' Pools, Inc. [REDACTED] either called them or texted them to inquire about a pool; he would later learn that the number they contacted was Co-Defendant's phone. [REDACTED] met with Defendant and Co-Defendant at his home sometime in or about [REDACTED] 2020. [REDACTED] learned from the Defendant and Co-Defendant that they were a "custom pool builder" who could take care of not only building the pool, but decking and even an "outdoor kitchen."

[REDACTED] described their initial meetings with Defendant and Co-Defendant at their home, but he did concede that over time, they did visit the Amore' Pool's facility in Fort Pierce. Co-Defendant first photographed the [REDACTED] property and then began to create a digital, 3-D architectural rendering of what their pool would look like at their site. Co-Defendant could readily modify the rendering based on requests by [REDACTED] and his wife. This was an aid and an inducement that affected the [REDACTED] decision to hire Amore' Pools. Additionally, Co-Defendant agreed to handle all projects connected to building their pool, while other contractors only agreed to build the pool. For a competitive price, Co-Defendant agreed to remove a tree, realign [REDACTED] irrigation system, and add an outdoor kitchen – all for a price that remained competitive with other builders. It seem to [REDACTED] that he was getting more value for the overall cost from Amore'.

[REDACTED] and his wife entered into a contract with Amore' Pools, Inc., on [REDACTED] 2020. [REDACTED] wife signed the contract for them, but [REDACTED] could not recall who signed for Amore'. He did say that it had to have been Defendant or Co-Defendant, as they were the only two other people present at the Amore' Pools facility in Fort Pierce when the contract was ratified. The contract called for a recreational pool at a total cost of \$73,500; however, Co-Defendant offered them a gunite rebate in the amount of \$3000. This reduced the total cost of



the pool to \$70,500. [REDACTED] paid an initial deposit of 25% in the amount \$17,625. This initial payment and all subsequent payments were made through [REDACTED] American Express Card. The [REDACTED] were initially informed that the pool would be completed in four-to-six months.

[REDACTED] described how in or about [REDACTED] 2021, after the permits were issued and they dug the hole for the pool, Defendant and Co-Defendant advised them that their pool would be completed in 90 to 100 days from that point. [REDACTED] paid the "permitting draw" on or about [REDACTED] 2020, in the amount of \$3,525, which he believed he authorized over the phone. The same week, Co-Defendant and a small crew came in to set the rebar into the hole. The hole was formed and the rebar was framed in, and [REDACTED] paid \$14,100 on or about [REDACTED] 2021. That payment was also authorized by phone in a conversation with Defendant. [REDACTED] noted that "it was very specific from Defendant that [Amore'] did the work; they had to pay right away." Draws were not contingent on inspections, only the completion of the work. As it turned out, the "tank in steel" inspection failed five times; it passed on the sixth inspection. [REDACTED] observed that there was a lack of supervision by the Defendant and Co-Defendant over their workers: Inspectors attempted to instruct the workers on how to correct the problems, but they continued to fail because the work was chronically done wrong. The inspection finally passed on [REDACTED] 2021, two months after the work was completed.

Co-Defendant and his crew came in and shot the shotcrete on [REDACTED] 2021; a draw came due in the amount of \$10,575, which [REDACTED] paid by phone in a conversation with Defendant. [REDACTED] would uncover several errors that were made during what was described in the draw list as the "gunite shoot": A concrete bench that formed part of the configuration of the pool as promised by Defendant and Co-Defendant was not formed into the pool; additionally, [REDACTED] would learn that his "zero-edge" pool should have been shot as "one monolithic structure," together with the trough that contained the gutters. Co-Defendant, however, argued that this was not true; he claimed that the trough that circumvents the pool and contains the gutters, is part of the decking. [REDACTED] explained that a zero-edge pool overflows into a trough on all four sides, and, as such, he was told by virtually all other pool contractors and engineers with whom he spoke, that the trough and the pool must be shot at the same time as one monolithic structure. [REDACTED] learned that the way Amore' did his shotcrete is called a "cold joint," and it is far less desirable than a monolithic structure as it is vulnerable to leaks and cracking. [REDACTED] was uncertain if the shotcrete was inspected.

[REDACTED] paid a "perimeter plumbing" draw in conjunction with that work as it was performed, on or about [REDACTED], 2021. The amount paid was \$3525. In that instance, given the problems that had been encountered with passing inspections, [REDACTED] asked Defendant if they could wait until after the inspection to pay the draw. Defendant was terse and adamant, saying, "No. The work is done today; you need to pay today." [REDACTED] tried to sway her, arguing that the inspection was scheduled the following day, but Defendant remained unconvinced, saying "that's unacceptable." She warned him that this would cause delays in the project; [REDACTED] grudgingly agreed to pay right away. The perimeter plumbing inspection, too, failed twice before being approved on the third go-around. It was later determined that the perimeter plumbing was done on the wrong side of the pool, as the pool pump, etc., was designated for the opposite side of the house. This error would require additional engineering surveys to correct the newly-created design flaw.

At this juncture in the project, [REDACTED] became increasingly concerned that Amore' was doing substandard work. After the plumbing work, Amore' ceased all work at the [REDACTED] residence. [REDACTED] was convinced that at that point in the project, virtually everything had been done wrong or not at all. While wholly dissatisfied with the work done to date, the [REDACTED] continued to operate in good faith with Defendant and Co-Defendant. Between [REDACTED] 2021, alleged representatives of Amore' would come to the worksite for an hour or two,



accomplish nothing of substance, and leave. Typically, the workers would drill holes in the rebar for what was supposed to be the trough for the zero-edge pool.

Throughout their "journey," the [REDACTED] heard myriad excuses from Defendant and Co-Defendant in an effort to justify their delays and lack of progress. They would call and say, "someone has COVID; someone has a personal matter." Family emergencies, flat tires, someone stole their equipment, etc., seemed to be their go-to excuses. [REDACTED] ultimately became aware, through the couple who had initially recommended Amore' to them, of numerous problems associated with the pool contractor. The other couple, who were facing similar challenges, told the [REDACTED] of a Facebook page where Amore' customers were posting complaints against Defendant and Co-Defendant in wholesale numbers.

Though the [REDACTED] became suspicious as early as [REDACTED] 2021, it was not until [REDACTED] they became convinced that Amore' Pools was a scam. Lamentably, by then, they had paid Amore' the bulk of the total cost of the pool construction. When the [REDACTED] expressed their concerns to Co-Defendant about the abundance of complaints filed against Amore' in Facebook, Co-Defendant promised to get the project finished for [REDACTED] but that never materialized. Throughout their experiences with Defendant and Co-Defendant, it was [REDACTED] perception that they would timely communicate with them and promise them everything, but they would never produce any corresponding results of value. Everything they said seemed designed to appease you in the moment but would not materialize in any actual work being done.

The [REDACTED] sought guidance from an attorney, and they officially fired Amore' Pools, Inc., on [REDACTED] 2021, through a letter sent to them certified mail. Prior to that, the [REDACTED] gave Amore' another opportunity, sending them a "time is of the essence" letter, which was sent via electronic mail, regular mail, and certified mail on [REDACTED] 2021. They gave them ten days to respond, and all they received were more excuses from Defendant. [REDACTED] acknowledged, in retrospect, that the large deposit and most of the draws were "front-loaded."

The [REDACTED] had no further conversations with Defendant and Co-Defendant after they fired them; they never asked them for a refund of any kind. Other pool contractors who have come out to the site, have estimated the costs of remediation and additional construction necessary to finalize the pool at between \$80,000 and \$112,000. In other words, according to [REDACTED] the cost of correcting Amore's errors would be greater than the cost of building a brand-new pool. [REDACTED] described what he had in his back yard at the time of this interview was "an empty concrete shell with swamp water...where the frogs live." He noted that there were numerous ancillary problems in his back yard, all caused by Amore' Pools. They destroyed part of the lawn that is deeded as HOA property, and this includes underlying HOA irrigation. The HOA has held [REDACTED] personally responsible for this damage, and he has been charged \$700 by the HOA to pay for the repairs. [REDACTED] believes that the Washburns defrauded him and his wife, and he further believes that it was their intention to do so from the very beginning.

[REDACTED] produced a document which he claimed purports to reflect his wife's signature; however, he avers that the document was forged. His wife, [REDACTED] [REDACTED] was briefly sworn in for the record, and she affirmed that she was familiar with the document and she had never signed it: It was forged, she proclaimed. She added that she had never given anyone consent to sign her name on the document. The suspect document was examined by Affiant on the record and determined to be a **Universal Countywide Municipal Building Permit Application Form, "July 2013 Edition."** The permit application reflects the name of a plumbing contractor identified as [REDACTED] testified that he has no idea who [REDACTED], is, and he affirmed that he has never met him. Numerous documents notarized by a Florida Notary, whose stamp identifies as Alexa Kratt, according to [REDACTED] were notarized outside their presence. [REDACTED]



has since learned that the entire set-back for his pool is wrong from the edge of the pool to the back of his property line. This fact will also cause unforeseen consequences.

### **Additional Victims**

On Wednesday, August 24, 2021 Your Affiants attended a hearing at the St Lucie County Board of County Commissioner's Chambers, where the St. Lucie County Construction Licensing Board was holding public hearings regarding complaints against Defendant's St. Lucie County reciprocal agreement.

Following the hearing, where eight individuals who provided sworn testimony, the Board's members voted to revoke Defendants St. Lucie County Contractor's License. At this point, Your Affiants made themselves available to those that identified themselves as victims of Amore' Pools. Those present were given Victim Impact Statement forms. Ultimately, eleven individuals completed and signed the notarized forms. The following names are reflected on the forms along with their addresses, phone number, and their approximate monetary loss:

[REDACTED]

Approximate Loss \$10,000.00

[REDACTED]

Approximate Loss \$21,000.00

[REDACTED]

Approximate Loss \$40,000.00

[REDACTED]

Approximate Loss \$26,000.00

[REDACTED]

Approximate Loss \$4,000.00-10,000.00

[REDACTED]

Approximate Loss \$41,250.00

[REDACTED]

Approximate Loss \$9,000.00



[REDACTED]  
Approximate Loss \$19,500.00

[REDACTED]  
Approximate Loss \$21,000.00

[REDACTED]  
Approximate Loss \$8,000.00

[REDACTED]  
Approximate Loss \$8,500.00

In addition to these victim homeowners, Your Affiants have become aware of additional people victimized by Defendant and Co-Defendant New communications and complaints continue to pour in as this investigation evolves. To date, Affiants have not communicated with a single homeowner who felt that the Defendants complied with their obligations under their contract; the universal feeling among Amore's customers is that the Defendants intended to defraud them all from day one.

#### ADDITIONAL IDENTITY THEFT

[REDACTED]  
On July 22, 2021, Your Affiant learned of another potential victim of identity theft committed by Defendant and Co-Defendant. [REDACTED] (hereinafter '[REDACTED]' was reportedly the victim of identity theft when Defendant and Co-Defendant submitted permitting documentation to the City of Stuart, FL, with [REDACTED] forged signatures.

On, August 23, 2021, Your Affiant received confirmation from the Building Official at the City of Stuart, FL, [REDACTED], that three (3) Contractor Verification Forms [REDACTED] had been allegedly forged by a representative of Amore' Pools, Inc., and had been notarized by Amore' Pools employee Alexa Kratt. [REDACTED] subsequently sent electronic copies of the three (3) suspect forms with a notarized Business Record Certification affidavit for FDLE's review and examination.

On, September 9, 2021, Your Affiant and Co-Affiant met with [REDACTED] at a worksite in [REDACTED], off A1A, and reviewed the three (3) suspect Contractor Verifications Forms. [REDACTED] averred in a sworn affidavit under risk of perjury that he had never seen the forms in



question prior to being contacted by [REDACTED] from the building department and that the his signatures on the forms were forged. He had no prior knowledge of these jobs and had never given his consent to anyone to use his identity to obtain the corresponding permits. [REDACTED] who acknowledged having worked with Amore' Pools in the past, said he knew the notary, Alexa Kratt, was an employee of Amore' Pools.

[REDACTED] stated that he was forced to sever ties with the Defendant and Co-Defendant in March/April 2021 due to chronic non-payment for work performed [REDACTED] on the Amore' jobs. [REDACTED] has since heard anecdotal accounts and has uncovered evidence that the Defendants have forged other permitting documentation in his name and his company's name.

Your Affiants' investigation has revealed that the Defendants sometimes use the issuance of a permit as a rationale for demanding additional payments from their victims. Your Affiants visited all of the addresses indicated in the three fraudulent Contractor Verification Forms.

On Wednesday, September 22, 2021, Your Affiant and Co-Affiant visited the residence [REDACTED]. The address was listed on one of three (3) Notarized Contractor Verification Forms on file at the City of Stuart Building Department, which according to the Stuart Building Official [REDACTED] were forged by the Defendants and fraudulently notarized by Amore' employee, Alexa Kratt, sometime on or about August 14, 2020. [REDACTED] confirmed that [REDACTED] had visited his home sometime prior to August 28, 2021, to alert them to the fact that his signature had been forged on the suspect form in question.

On [REDACTED] 2021, an individual identified as [REDACTED] appeared at the [REDACTED] home. He claimed he was sent by [REDACTED] a friend of the Defendants, to [REDACTED] questioned [REDACTED] role in the project, [REDACTED] contacted [REDACTED] by phone. [REDACTED] assured [REDACTED] that everything was in order, and [REDACTED] reluctantly allowed [REDACTED] to do the work. [REDACTED] claimed that he had not been charged anything specifically related to the [REDACTED], as it was all part of the overall cost of building the pool.

On September 28, 2021, Your Affiant visited the residence at [REDACTED]. That address was listed on one of three (3) Notarized Contractor Verification Forms on file at the City of Stuart Building Department, which according to Stuart Building Official [REDACTED] were forged by Defendant or Co-Defendant and fraudulently notarized by Amore' employee, Alexa Kratt, sometime on or about October 5, 2020.

Your Affiant met with the homeowners, [REDACTED]. [REDACTED] advised that he was taken for over \$200,000 by Brian and Chrystal Washburn. Not only did they steal over \$65,000 that he paid them for a pool and certain upgrades, but [REDACTED] loaned them \$140,000 on a promissory note to allow them to purchase heavy equipment to aid in their contracting business. Every penny, according to [REDACTED] is a total loss.

When questioned about the Stuart Contractor Verification Form, [REDACTED] stated he had never seen the form before. He has never met [REDACTED]. [REDACTED] did say that his contract itemized over \$5000 for [REDACTED] enumerated in his draw list, but, as explained above, he paid everything up front. No one has ever shown up to do any [REDACTED] work at his home on the Amore' Pool project. [REDACTED] advised that she was hospitalized



three months earlier [REDACTED] due to the stress brought on by their experiences with the defendants. To date, they have a concrete-lined hole in their backyard that is unsightly and unusable. They recently paid someone to clean up the hazardous material that was left lying about by Amore' Pools.

### EXPERT OPINIONS

As part of this investigation, Affiants have met with experts in the field of construction, licensed contracting, and municipal licensing and permitting in order to obtain opinions regarding industry standards and legal requirements and processes of obtaining contractors' licensing.

On Wednesday September 8, 2021, Your Affiant took a sworn statement from witness Larry Owen Massing (hereinafter "Massing") of Jensen, FL. Massing is the Building Official and Building Department Director for Martin County, FL; he has been so employed since 2005. Prior to that, Massing retired from the City of Stuart Fire Department in 2005 as their Fire Chief after 31 years of service, and he also performed a dual function as the Stuart Building Official from 1991 until his retirement from the City in 2005. Massing confirmed that he has, in the past, been recognized by Florida courts as a subject-matter expert in code compliance associated with both building codes and life-safety codes or "fire codes." Massing also has expertise regarding best practices in the construction industry.

Massing first heard of Amore' Pools, Inc., after a resident filed a complaint against them with his office in late 2020. The complaint was largely focused on incessant delays in getting a pool built. Since then, Massing has received myriad complaints against Amore' Pools, and he has become aware of the fact that Amore' Pools has complainants throughout the Treasure Coast of Florida.

Martin County, like some of the other area counties, have suspended Amore's permitting privileges through their CILB, barring the pool contractor from applying for any new permits until all of their open permits are appropriately resolved, i.e., the jobs are completed. Massing, as Martin County's Building Official, filed a complaint against Amore' Pools in late June 2021, based on the many complaints he received. Massing is aware that St. Lucie County has revoked Amore's license altogether.

Massing has inquired of some of his counterparts throughout the region and has discovered that Amore' has applied for more than 100 permits throughout the Treasure Coast. Unless Amore' was sub-contracting most or all of the work, Massey expressed the opinion that Amore' could not complete over 100 pools within any kind of reasonable time frame. When confronted with the fraudulent information contained in Defendant's credentialing application packet to PSL, and her lack of experience in the industry, Massing opined that she should not be allowed to have license. He similarly opined that Co-Defendant would be prohibited from holding a license due to his felony conviction.

Massing stated that, based on his knowledge and experience, Amore's practices are "atypical of a legitimate contractor." A contractor should never amass the volume of complaints - especially of this nature - if conducting themselves in the appropriate manner. When asked, Massing confirmed that it would be improper and illegal for an unlicensed contractor to represent himself/herself as a licensed, state-certified contractor. Massey also noted that cashing client checks at a third-party check cashing store, rather than depositing them into a contractor's business account, is unusual and would constitute an inappropriate business practice by common industry standards.



Massing was asked his expert opinion vis-à-vis the forged permit applications that were submitted to the City of Stuart, FL, by Amore' Pools, Inc., on behalf of [REDACTED] after having been fraudulently notarized by Amore' employee Alexa Kratt. Massing unequivocally confirmed that this would be both impermissible by any regulatory authority and fundamentally illegal.

Massing then proceeded to produce documents that he believed had probative value in the instant case against Defendant and Co-Defendant. Massing first produced a copy of the Martin County CILB *Application for Certificate of Competency*, file number MC1900062, filed by Defendant on April 22, 2019, seeking reciprocity in their jurisdiction. Massing explained that by seeking a reciprocal agreement in Martin County, it was being represented to the CILB that Defendant had been vetted by the originating licensing authority, in this case the PSL CILB, and such vetting would not have to be replicated by the reciprocating authority, i.e., Martin County relied on PSL, assuming them to have properly vetted the applicant and having appropriately issued the license or competency card based on their legitimate findings.

Massing concluded, when questioned about the totality of empirical evidence uncovered to date against Defendant and Co-Defendant, particularly in light of the fact that Defendant's competency card from PSL was obtained by fraudulent means, that "it [would be] hard to imagine that they ever intended to complete these pools."

#### **WORKERS' COMPENSATION FRAUD**

On March 13, 2019, Defendant initiated and signed a Florida Acord Workers' Compensation Insurance application at Business Express Insurance Agency in Hollywood, Florida. According to this Acord form, the estimated annual payroll for Amore' Pools, Inc. for the 2019-2020 policy year was \$41,000 and employees were listed under the pool construction code (5223). The Acord application containing the information provided by Defendant is the basis by which workers' compensation insurance premium is calculated. Defendant's name is listed as the applicant and the notarized signature on the Acord application resembles the signature of her Florida driver's license.

[REDACTED], provided Co-Affiant B with a recorded sworn statement in which he stated that [REDACTED] was the individual who produced the Acord and provided Co-Affiant B with a copy he had in his records. The information listed on the Acord was received directly from Defendant. [REDACTED] stated he goes through multiple steps, including obtaining a copy of the applicant's driver's license, as well as performing video calls to confirm an applicant's identity for an Acord. This identity verification was completed during the application process. This Acord was notarized by Oscar Montenegro, President of OCMI Workers' Comp., who verified that the signature and notary stamp belonged to him.

[REDACTED] also stated his company provided "pay as you go" payroll services to Amore' through ADP beginning in 2019. All details, such as payroll, employees, and hours, for these records were reported by Defendant through emails, phone calls, or text messages.

A workers' compensation policy, Number 10278, was issued by Florida United Business Associated (FUBA) Workers' Comp, Program Administrator for Lancer Indemnity Company, effective from **March 13, 2019, to March 13, 2020**. The initial annual premium was calculated based on the estimated payroll amount provided by Defendant (\$41,000) as **\$2,472**. Co-Affiant B obtained the policy records and received them from Karen Phillips, a records custodian from



FUBA, as well as a notarized business records certificate.

Co-Affiant B obtained records from Alice Quinn, the custodian of records for ADP. There was an agreement for Amore' Pools with ADP identifying Defendant, Chrystal Washburn, as the "client name". It appeared to be digitally signed by Defendant on April 9, 2019. Also included in these documents were earnings records, employee summaries, and payroll details, for dates between April 4, 2019 to April 4, 2020. Ms. Quinn provided Co-Affiant B with a notarized business record affidavit. The bank account given to ADP for payroll was a Regions Bank business checking account for Amore' Pools, ending in 3743. A void check from this account was also provided to ADP. The email address listed for Defendant was [chrystalw37@gmail.com](mailto:chrystalw37@gmail.com).

Records were obtained from Coastal Bound, LLC (D/B/A Checks 2 Dinero), a money service business (MSB), located at 4335 US Hwy 1, Vero Beach, FL 32967. Records included: the "Know Your Customer" file, copies of cashed checks, lists of transactions, business documentation for Amore' Pools, as well as a notarized business records certificate from Chris Miller, the compliance officer for Coastal Bound, LLC.

The Know Your Customer file includes profiles of each Amore' Pools employee or agent who has cashed checks from Amore' Pools at Coastal Bound, LLC d/b/a Checks 2 Dinero.

[REDACTED]  
The information recorded and provided to DIFS also shows each transaction completed by each Amore' Pools employee, including when they became a customer of Coastal Bound and the date of their last transaction. Finally, check images are recorded for each transaction and were also part of the production to DIFS.

On the Customer Profile page, Defendant was listed as the only Beneficial Owner of Amore' Pools. The projected annual check cashing volume was \$1,000,000, significantly higher than the \$41,000, given to on the Acord application for FUBA for Workers' Compensation Coverage. This file also contained a "Corporate/Company Resolution" with a notarized signature of Defendant. The remainder of the records were copies of all the business checks made out to Amore' Pools from customers.

From the records received from Coastal Bound, Co-Affiant B was able to locate and speak with the following individuals who were customers of Amore' Pools for their pool construction during the period of **March 13, 2019, to March 12, 2020:**

- [REDACTED] provided Co-Affiant B with a recorded sworn statement as well as copies of checks and their contract with Amore' Pools. While negotiating the contract for their pool, the [REDACTED] spoke with both Defendant and her husband Co-Defendant, Brian Washburn. \$38,808 in checks were issued by the [REDACTED] to Amore' Pools for construction of their pool. [REDACTED] stated that he saw Defendant sign the contract for the pool in his presence. \$17,126 in checks issued by the [REDACTED] were cashed at Coastal Bound.
- [REDACTED] provided Co-Affiant B with a recorded sworn statement. In his statement he explained that he issued Amore' between 12-15 checks during the period of construction. He stated he had spoken to both Co-Defendant and Defendant prior to the construction of the pool. He estimated he issued Amore' Pools approximately \$180,000. [REDACTED] stated that each of these checks were picked up by Defendant. \$34,575 in checks issued by [REDACTED] were cashed at Coastal Bound.



In total, approximately **\$51,701** in checks issued to Amore' Pools were cashed at Coastal Bound, LLC d/b/a Checks 2 Dinero by these witnesses alone. The records from Coastal Bound indicate that during the period from March 13, 2019 to March 12, 2020, the total amount of Amore' checks cashed equaled **\$635,899**.

The policy records indicated that Defendant complied with an end of policy audit for the 2019-2020 policy on August 25, 2020. Co-Affiant B obtained a sworn statement, via telephone, from [REDACTED], an auditor with Insurance Services Group, Inc. [REDACTED] completed the audit for the 2019-2020 policy period and stated the audit was completed "virtually" [REDACTED]

[REDACTED] No bank records were provided for this audit. The email listed on this audit for Defendant was [chrystalw37@gmail.com](mailto:chrystalw37@gmail.com). Based on the information provided to [REDACTED] the reported revenue for the policy period was reported to be \$818,067 and reported payroll was listed as \$165,059.

Co-Affiant B obtained records from Regions Bank. Records revealed that Defendant opened a business checking account, account number [REDACTED], for Amore' Pools Inc. on November 14, 2018. She also opened a business savings account, account number [REDACTED], for Amore' Pools Inc. Defendant is the only person listed on the signature cards for these accounts and listed her email address to be [chrystalw37@gmail.com](mailto:chrystalw37@gmail.com). These records showed that the accounts were being actively utilized during the dates of the policy.

During the time ADP was utilized, Workers' Compensation premiums were taken out during each pay period. However, the checks that were cashed at Coastal Bound allowed Amore' to conceal additional payroll from the insurance company to avoid paying higher workers' compensation premiums.

It should be noted that in addition to the \$635,899 cashed at Coastal Bound, records from Regions Bank show approximately \$1,401,799 deposited into the business checking account (3743) between March 2019 and March 2020.

The workers' compensation policy for Amore' Pools was renewed by FUBA for the policy period of **March 13, 2020 to March 13, 2021**. According to an internal database, during this policy period the estimated remuneration (payroll) for the policy period was \$90,000. During this time, Amore' utilized a payroll system through Business Express, therefore workers' compensation premiums were being automatically deducted based on the reported payroll.

Co-Affiant B spoke to the following witnesses who were customers of Amore' Pools after March 2020:

- [REDACTED] provided Co-Affiant B with a sworn statement as well as copies of his contract and checks issued to Amore'. He stated he issued Amore' Pools approximately \$42,000 in checks for work beginning in [REDACTED] 2020. [REDACTED] met with Co-Defendant to discuss the details of the pool at the Amore' Pools store front and observed him sign the contract in the "Contractor" space. All checks issued by [REDACTED] were cashed at [REDACTED]
- [REDACTED] provided Co-Affiant B with a sworn statement, as well as copies of their contract and checks issued to Amore'. [REDACTED] stated they had spoken with Co-Defendant to discuss the details of the pool. They issued Amore' approximately \$28,825 in checks beginning in [REDACTED] 2020. \$9,475 in checks issued by the [REDACTED] were cashed at [REDACTED]



- [REDACTED] provided Co-Affiant B with a sworn statement and copies of his contract and checks issued to Amore' Pools. [REDACTED] stated that he spoke with Defendant and Co-Defendant to discuss the details of the pool. He and his wife [REDACTED], issued approximately \$52,700 in checks beginning in [REDACTED] 2020. \$21,700 in checks issued by the Croumies were cashed at Coastal Bound.
- [REDACTED] provided Co-Affiant B with a sworn statement. [REDACTED] stated she issued approximately \$39,225 in checks to Amore' Pools beginning in [REDACTED] 2020. She met with Defendant and Co-Defendant to discuss the construction of the pool. \$23,535 in checks issued by [REDACTED] were cashed at [REDACTED]
- [REDACTED] provided Co-Affiant B with a sworn statement. [REDACTED] stated that he issued approximately \$38,920 in checks to Amore' Pools beginning in [REDACTED] 2020. He met with Co-Defendant to discuss the construction of the pool and Defendant signed the contract. All checks issued by [REDACTED] were cashed at [REDACTED]
- [REDACTED] provided Co-Affiant B with a sworn statement. They stated they had issued approximately \$44,100 in checks to Amore' Pools beginning in [REDACTED] 2020. They met with Defendant and Co-Defendant to discuss the details of the pool. \$38,220 in checks issued by [REDACTED] were cashed at [REDACTED]

Approximately **\$173,850** in checks issued by the above listed witnesses to Amore' Pools were cashed at Coastal Bound, LLC. The records from Coastal Bound, LLC, indicated that during the period of March 13, 2019 to March 12, 2020, the total amount of Amore' checks cashed equaled **\$1,629,886**.

While conducting witness interviews, every single witness Co-Affiant B spoke with stated that they had dealt with Co-Defendant during the process of planning their pools; they all discussed the design of each of their pools with him. Moreover, [REDACTED] observed him sign the contract in the space designated for the contractor. Therefore, Co-Defendant did knowingly assist, conspire with, or urge Defendant to continue negotiating contracts for large sums of money for pools being built.

Records obtained from FUBA showed that an end of policy audit was requested for the 2020-2021 policy period. Multiple attempts were made by the auditor to meet with Defendant to conduct the audit, none of which were successful. Because of Defendant's failure to meet with the auditor, the audit was returned to FUBA as non-compliant.

It should be noted that in addition to the \$1,629,886 cashed at Coastal Bound, records from Regions Bank show approximately \$2,533,189 deposited into the business checking account (3743) between April 2019 and March 2020.

The workers' compensation policy was renewed by FUBA for the 2021-2022 policy period under Service Lloyd's Insurance. Based on information received from Mr. [REDACTED] during his statement, the policy was cancelled due to non-payment on June 27, 2021

[REDACTED] of Business Express Insurance Agency produced a new workers' compensation Acord application on behalf of Amore' Pools. The information provided on the Acord, such as estimated remuneration and number of employees, was taken from payroll records held by Business Express for Amore' in their prior policy period. The estimated remuneration was



\$631,200 with swimming pool construction (5223) and clerical office (8810) codes. The total estimated annual premium was listed to be \$34,039. This Acord appears to have been signed by Defendant.

█████ stated that Business Express currently uses a digital signature system called *FormStack*. This system tracks each time a document is opened by an individual party, the IP address which was used when it was opened, as well as the type of device and web browser. This information states that the Acord was sent to Defendant, using the email of chrystalw37@gmail.com. It was signed by Defendant on 06/21/2021 at 10:07 AM. █████ provided Affiant Betscha with a copy of the Document Completion Certificate for this transaction.

A workers' compensation policy was issued by Technology Insurance Company (Amtrust), policy number TWC3995288, effective from June 27, 2021, to June 27, 2022, with an estimated total payroll of \$631,200.

On September 24, 2021, Co-Affiant B spoke with Statewide Prosecutor Jonathan Bridges in reference to this case. It was brought to Co-Affiant B's attention that the Florida Department of Law Enforcement (FDLE) had an open case regarding Amore' Pools. A meeting was arranged for September 27, 2021, for Prosecutor Bridges, and Special Agents from FDLE to meet with Co-Affiant B and several of his colleagues.

On September 27, 2021, Lt. Stacey Spirn, Detective Angela Costello, and Co-Affiant B met with Statewide Prosecutor Bridges FDLE RAC Michael Bartus, and Affiant and Co-Affiant. During this meeting it was disclosed by FDLE agents that the contractor's license for Amore' Pools had been fraudulently obtained by Defendant.

Co-Affiant B contacted Karen Phillips, General Counsel for FUBA, and advised her of the information concerning the fraudulently obtained contractor's license. Ms. Phillips provided Co-Affiant B with an affidavit stating that if FUBA were provided with this information prior to issuing the policy, the policy would not have been issued.

Ms. Phillips also provided Co-Affiant B with sworn Affidavits of Loss for the policy period of March 13, 2019, to March 13, 2020, and March 13, 2020, to March 13, 2021 stating if Amore' Pools had disclosed the \$635,899 cashed at █████ during the policy period of March 13, 2019, to March 13, 2020, the contractor would have owed an additional \$35,652 in premiums. For the policy period of March 13, 2020, to March 13, 2021, if Amore' had disclosed the \$1,629,886 cashed at █████ during the policy period, they would have owed an additional \$85,340 in premiums. The total amount which Amore' would owe to FUBA in additional premium is **\$120,992**.

Therefore, Chrystal Washburn did knowingly misrepresent or conceal payroll, classification of workers, or information regarding an employer's loss history which would be material to the computation and application of an experience rating modification factor for the purpose of avoiding or diminishing the amount of payment of any workers' compensation premiums, in violation of Florida State Statute 440.105(4)(b)(6); and, did engage in a scheme to defraud constituting a systematic, ongoing course of conduct with intent to defraud one or more persons, or with intent to obtain property from one or more persons by false or fraudulent pretenses, representations, or promises or willful misrepresentations of a future act and did obtain property from one or more of such persons, contrary to Florida Statute 817.034(4)(a)(3); and, did knowingly present, cause to be presented, or prepare or make with knowledge or belief that it will be presented to any insurer, purported insurer, servicing corporation, insurance broker, or insurance agent, or any employee or agent thereof, any false, incomplete, or



misleading information or written or oral statement as part of, or in support of, an application for the issuance of, or the rating of, any insurance policy, or a health maintenance organization subscriber or provider contract, in violation of Florida State Statute 817.234 (1)(a)(3)(a).

And, Brian Washburn did knowingly assist, conspire with, or urge any person to engage in the above listed activities, in violation of Florida State Statute 440.105(4)(b)(4).

### **MONEY LAUNDERING**

As described above, Your Affiants' investigation has revealed a distinct pattern of behavior by Defendant and Co-Defendant, through Amore' Pools, regarding their handling of homeowner victim monies. Amore' Pools has maintained business bank accounts into which victim homeowner monies have been deposited. As described below, that money is then utilized to perpetuate this fraudulent business, including the purchase of materials and payment of employees. The bank records also reveal that Defendants treat these accounts as personal piggy banks and transfer money freely back and forth between their business and personal accounts, effectively converting homeowner victim monies to personal use. There are numerous personal expenses from the Amore' business accounts.

However, several victims have noted that their checks to Amore' Pools have been cashed at a third-party check cashing store called Coastal Bound, LLC d/b/a "Checks-2-Dinero." Similarly, there is evidence that Amore' Pools has paid its employees "off the books" by writing them checks, which it does not report to ADP or its Workers' Compensation insurer, and then instructing the employees to cash those checks at Checks-2-Dinero. Your Affiants note that Amore's business accounts display numerous structured cash deposits. Based on the evidence gathered, it appears that one of the ways Defendants have utilized Checks-2-Dinero to cash customer checks and then clean the money by depositing that cash back into their business accounts.

Based on Your Affiants' training and experience, this use of a check cashing store constitutes a suspicious and unusual practice for a legitimate business. Your Affiants note that once the checks become cash, the source and destination of those funds becomes much more difficult for law enforcement, other regulatory authorities, insurers, or even creditors to track and document. Likewise, the Washburns conversion of victim homeowner payments to cash makes it more difficult for dissatisfied, or in this case, defrauded customers to utilize legal means, such as civil litigation or credit card payment cancelations, to recover those funds. While a contractor's use of a check cashing store alone may not be evidence of criminal intent, the totality of the evidence and circumstances in this case, taken together with Defendant and Co-Defendant's distinct pattern of behavior in demanding large down payments and early draws while completing little or no work, reveals that their use of Checks-2-Dinero is not only a means of cleaning illicit money that constitutes the proceeds of their scheme to defraud victim homeowners, but it is also an integral part of the scheme itself.

As also referenced above, Your Affiants have located evidence that [REDACTED] the owner of "Checks-2-Dinero" is a notary with the State of Florida. [REDACTED] signature and notary stamp appear on several of the documents that victims in this case allege were forged by Defendant and Co-Defendant. From training and experience, Your Affiants knows that check cashing stores charge a fee for cashing checks. Florida law prohibits a fee in excess of 10% of the face value of a personal check {Fla. Stat. 560.309}. Per "Know Your Customer" records obtained from Cash 2 Dinero as part of their Worker's Compensation Fraud investigation, DIFS has evidence that Checks 2 Dinero charged Amore' Pools a rate of 3% for every check cashed.



Your Affiants also know, as detailed below, that Checks-2-Dinero has cashed checks written by Amore' that other banks would not accept due to insufficient funds. Finally, DIFS has gathered evidence that Defendant and Co-Defendant paid themselves through Amore' checks cashed at Checks-2-Dinero. Co-Defendant has cashed approximately \$125,000 in checks made out to him from Amore' since January 1, 2021.

Your Affiants have submitted subpoenas to and received responses from the following banking institutions in association with this investigation:

1. **Regions Bank:** no response was received, however DIFS provided documents received in response to a similar subpoena. All accounts were shown to have been closed in May of 2021:
  - a. Amore' Pools Business account ending in #3743
    - i. This account shows multiple victim homeowner checks deposited:
      1. 5/30/20 check for \$5400 from [REDACTED] for 'Pool Travertine,' endorsed by Defendant
    - ii. This account shows apparent business expenses such as Home Depot purchases, business loan repayments, Cemex (cement company) purchases, ADP (payroll company), FUBA (worker's comp insurance) and Infinity Insurance (property and casualty insurance).
    - iii. However this account also shows personal expenses such as, restaurants, Amazon, Carespot, hair salons, Mulligans, grocery stores, and clothing stores, indicating that Defendants routinely commingled funds and utilized the business bank account as a personal piggy bank
    - iv. From September 2019 until November 2020, Regions Bank records reflect that \$97,295 was transferred from Amore' Pools, Inc business account #3743 to Defendant' personal account # 2648.
    - v. Your Affiants also note that the business account #3743 records show that Defendant regularly transfers money to her personal Regions acct #2648, her personal account, via Square App
  - b. Personal Checking Account of Chrystal Washburn (Defendant) #2648
    - i. This account reflects withdrawals that go into a Robinhood Investment Account for Brian Washburn (co-defendant). There are several withdrawals ranging from \$100-\$300 in March of 2020.
    - ii. Other withdrawals/debits from his account reflect ordinary personal expenses such as gas, food, Uber, Target, Walmart, etc.
2. **Cooperative Bank:** unable to locate any records requested for the timeframe specified (1/1/20 to present)
3. **Bank of America:** unable to locate any records requested for the timeframe specified (1/1/20 to present)
4. **South State Bank:** returned no records associated with defendants or Amore' Pools, Inc.
5. **Sea Coast Bank:** returned records for 4 separate accounts, all of which were closed in July of 2021:
  - a. Personal checking for Chrystal Washburn ending in #2456



- i. This account reflects several cash deposits of lesser amounts (typically under \$1,000 each) than those deposited into the business account:
  1. \$1100 on 3/1/21
  2. \$1000 on 3/24/21
  3. \$1500 on 3/29/21
  4. \$1842 on 3/30/21
- ii. Statement history indicates both business and personal use. Below is a snapshot:
  1. Disney Plus
  2. Amazon.com \$70.99 on 5/25/21,
  3. Amazon Prime \$13.05 on 5/25/21
  4. Netflix, \$18.86 on 6/3/21
  5. Fort Pierce Utilities, \$28.68 on 5/27/21
  6. GrubHub \$9.99 on 5/26/21
  7. Palm City Sod, \$401.70, 6/1/21
  8. Lowes, \$56.58 on 5/27/21
  9. Home Depot \$40.62 Ft. Pierce, FL, \$31.40 Stuart, FL 5/27/21
  10. Stoneline Tampa \$689.14 on 6/1/21
  11. Online Engineering \$110.00 on 5/28/21
  12. Simplifile Recording fees (service that electronically records notices of commencement, liens, permits, etc.) recurring \$14.00 purchases
  13. Permits Port St Lucie Seq# 114524083705 \$1,453.50 5/26/21
  14. Brunner Hagen (a surveyor) \$150 on 5/26/21
  15. On 5/25/21, there are multiple internet transfers from this account to acct # 2412, Amore's business savings account
  16. On 5/26/21, there are multiple internet transfers to this account from acct #2412, Amore's Business Savings account
- iii. There are also multiple transactions utilizing Cash App and Venmo. Records indicate several months of recurring overdrafts and account closure in July 2021.

**b. Personal savings acct for Chrstyal Washburn ending in #2502**

- i. Records indicate several internet transfers between this account and personal accounts:
  1. 3/3/21: \$10,000 to acct #2412 (Amore' Business Savings acct)
  2. 3/9/21: \$2,000 to acct #3271 (Amore' Business Checking acct)
  3. 3/31/21: \$3,000 to acct #3271
  4. 4/7/21: \$1500 from acct# 3271
  5. 4/7/21: \$400, \$300, \$200, \$600 separate transfers to acct #3271
- ii. There are very few large direct deposits into this account

**c. Business checking for Amore' Pools, Inc. ending in # 3271**

- i. Records indicate income in the form of customer/victim deposits, several internet transfers as noted above, and transactions that appear to be personal in nature, in addition to business expenses:
  1. Home Depot on 3/2/21: -\$397.97
  2. SCP Distributors (wholesale pools supplies) on 3/2/21 -\$374.04
  3. Sirius XM on 3/2/21 -\$45.34
  4. Dunkin on 3/3/21 -\$18.01
  5. Internet transfers of \$8500, \$5500, \$5200, \$1500 from acct #2412 (personal chkg acct of Defendant)



6. There are numerous cash deposits into this account, which appear to be structured to avoid reporting requirements. For example, in March of 2021 cash deposits are as follows:
  - a. \$2,000 on 3/1/21
  - b. \$9,566 on 3/4/21
  - c. \$5,000 on 3/5/21
  - d. \$3,900 on 3/8/21
  - e. \$2,000 on 3/8/21
  - f. \$3,900 on 3/8/21
  - g. \$2,000 on 3/8/21
  - h. \$2,100 on 3/8/21
  - i. \$2,100 on 3/8/21
  - j. \$14,102 on 3/10/21
  - k. \$6,000 on 3/9/21
  - l. \$12,000 on 3/10/21
  - m. This pattern continues throughout the month. Your Affiants note that none of the homeowner victims interviewed stated that they made any payments to Amore' Pools or Defendants in cash.
7. Numerous victim homeowner/customer checks are also deposited into this account:
  - a. 12/1/20 check for \$2,065 from [REDACTED] [REDACTED] endorsed by Defendant (see victim statement above)
  - b. 3/16/21 check for \$2065 from [REDACTED] for 'Waterline Completion,' endorsed by Defendant
  - c. 3/16/21 cashier's check for \$6000 from [REDACTED] endorsed by Defendant
  - d. 3/17/21 check for \$1720 from [REDACTED] for "Plumbing Completion," endorsed by Defendant
  - e. 3/24/21 check for \$8190 from [REDACTED] no endorsement (Your Affiants note that [REDACTED] victim interview is detailed above)
  - f. 3/30/21 check for \$2940 from [REDACTED] for 'Pool-Waterline Completion', no endorsement
  - g. 4/7/21 check for \$2380 from [REDACTED] for '590 permit insurance,' endorsed by Chrystal Washburn
8. These records also indicate that Amore' writes checks to its employees out of this account. The more recent in time checks are primarily cashed at Coastal Bound, LLC d/b/a Checks2Dinero, rather than deposited at the employee's personal bank

**d. Business savings for Amore' Pools, Inc. ending in #2412**

- i. This account shows various transfers from the business checking account #3271. There are also multiple transfers out to Defendant's personal Seacoast checking account, #2456

Your Affiants note that all accounts that listed above are in Defendant Chrystal Washburn's name alone; Defendant is listed as the sole signor and owner of said accounts. This is significant because Co-Defendant Brian Washburn is a convicted felon and has previously been found guilty of Contracting without a License. Your Affiants believe, based on



training and experience and the facts of this investigation that Co-Defendant Brian Washburn runs the business of Amore' Pools and has access to money derived from the business, but Defendants are careful to keep his name off of corporate documents, corporate bank accounts, lines of credit, etc. in order to further the illusion that Defendant Chrystal Washburn is the primary business owner and operator, is properly licensed to perform the services offered under the contracts.

#### **Business Loans/Lines of Credit**

Your Affiants also note that Amore' Pools and the Washburns/Defendants appear to be funding their business with working small business capital loans:

- Slate Funding: wire in on Oct 15, 2020 \$45,000 Regions #3743 acct. Slate funding is a company that gives businesses cash advances/funding against the businesses future Visa or Mastercard sales. To qualify, a business need only show that they have been processing Visa or Mastercard sales for 60 days.
  - Amore' later makes payments to repay this loan from Slate Funding
- Elevate Funding: wires in during December of 2019 totaling approximately \$24,000
  - Amore' later makes several payments of approximately \$300 to Elevate to repay this loan/line of credit
- Ibex Funding: wires in during July of 2020 of \$44,000
  - Amore' later makes payments to Ibex to repay this loan/line of credit
  - For Ibex, the Regions bank account records reflect almost daily payments of approximately \$750. This leads Your Affiants to believe that part of the line of credit agreement may involve automatic payments/garnishment of Amore's Regions account.
- Par Funding: wire in during June of 2020 for \$30,000
  - Amore' later makes payments on this loan/line of credit of approximately \$260.
  - Your Affiants note that Par Funding is now in receivership as it was unprofitable

The small business loans/lines of credit discussed above are significant as evidence of Defendant and Co-Defendants' knowledge and intent to defraud victim homeowners. Defendants did not advise any victim homeowner or other witness that their company was not solvent enough to handle the overhead costs of designing and building swimming pools for the contracts they entered into. The fact that Amore' Pools took out multiple lines of credit with multiple small business lenders shows that they were not equipped to deliver on the promises made to victim homeowners and that they materially misrepresented their present ability to build the promised swimming pools at the agreed-upon price within the proposed timeframe.

An examination of the bank records obtained during this investigation, along with interviews of witnesses, and other evidence reveals that Amore' Pools, Inc. had no means of income other than customer/victim homeowner deposits, draws, and payments, the above-listed business lenders/lines of credit, and what appears to be the liquidation of an investment portfolio from an investment portfolio manager, MGP Capital in the amount of \$18,000.

#### **Merchant Account**

Your Affiants also note that the bank records indicate Amore' Pools, Inc. has a merchant account. A merchant account is a type of bank account that allows a business to receive and process credit card payments. Every time there is a credit card payment, the merchant account gets a fee, and transfers the rest electronically to the business's designated account.



Regions bank records for acct ending in #3743, Amore's business account, show that they received \$917,432 in deposits/EFTs from their merchant account between 4/28/20 and 11/10/20.

Amore's use of a merchant account is consistent with several victim homeowners' testimony that they made some payments via credit card. In light of Regions and Seacoast closing Defendants' accounts in May and July of 2021 respectively, this is also consistent with Amore's recent trend of requesting that customers make payments by check and utilizing Checks-2-Dinero to cash the majority of those checks. For example, victim [REDACTED] reported paying by credit card until July of 2021, when Co-defendant Brian Washburn informed him that Amore no longer accepted credit cards and demanded a check instead. Without an active bank account, Amore Pools cannot utilize its Merchant account and thus cannot process credit card payments.

### **Amore' Pools Inc. Paychecks**

On Friday, August 27, 2021 Co-Affiant took a sworn statement from [REDACTED] (hereinafter [REDACTED]) worked for Amore' Pools, Inc. for approximately five to six months as a foreman, tasked with grading, backfilling, operating machinery, and supervising two employees. During his employment, [REDACTED] worked at approximately 150 different job sites for Amore' Pools Inc.

[REDACTED] recounted being paid by check and sometimes cash. The checks were through an account in the name of Amore' Pools Inc. and would routinely "bounce" [SIC] due to insufficient funds. This occurred on four or five occasions during [REDACTED] employment. He explained that if one of the employees' checks bounced, typically everyone's check bounced. [REDACTED] tried to cash checks for "large amounts between \$1200 to \$1300," but stopped accepting checks from Amore' because "all they would do is bounce."

When his checks bounced, [REDACTED] would alert Defendant and Co-Defendant. They either gave him cash or sent him to Checks-2-Dinero, a local check cashing establishment in Vero Beach, Fla., where he met with [REDACTED] who would cash Amore's checks. [REDACTED] explained, "so [REDACTED] can cash your check and...put it in his bank account and if it bounced, it bounced in his and not ours." [SIC]. [REDACTED] believed that Defendant and Co-Defendant were circumventing their business bank account by doing this; "they don't want the money in their account."

[REDACTED] also claimed that "[Co-Defendant] has cash under the bed" at his home. [REDACTED] added that that he has "been to [Co-Defendant's] house before to pick up cash, always just picked up money."

[REDACTED] said that Co-Defendant pretty much ran everything; [REDACTED] never physically saw Defendant at a job site. He said that Co-Defendant sold people a dream: He would use a digital program to construct an image of their pool; however, at the end of the day, according to [REDACTED] "he was feeding them lies." [REDACTED] based this statement on the fact that "[Co-Defendant] didn't have a big enough crew or connections enough to fill the design that he sold." According to [REDACTED] "they did a lot of people wrong."

Your Co-Affiant, SA Brieske also took a sworn statement from [REDACTED] and former employee of Amore' Pools. [REDACTED] stated he worked for Amore' Pools, Inc. specifically, for Defendants, for approximately seven to eight months in 2021. [REDACTED] performed grading, removing dirt, and backfill. He said that when he started there were approximately 20 employees. [REDACTED] said that Co-Defendant was responsible for digging the holes for the pools and Defendant was said to do tile work.



██████ was paid by check, but Amore's checks bounced "multiple times." When the checks bounced, he would, at first, get in contact with Defendant or Co-Defendant who would then pay him in cash. Eventually, ██████ began cashing his checks at Checks 2 Dinero. "We heard that Brian and Chrystal were going there, so we decided to go there." [SIC] ██████ cashed numerous Amore' Pools, Inc checks at Checks 2 Dinero.

Other employees, according to ██████ were also going to Checks 2 Dinero, and that was the "word around." [SIC] He agreed that the behavior was strange explaining, "I seen that it was kinda like a check cashing, so they wouldn't attack me personally, they would attack the company, you know what I mean, for not having the funds." [SIC]

It should also be noted that the "Know Your Customer" records obtained by DIFS from Coastal Bound, LLC d/b/a Checks 2 Dinero and discussed above revealed that Co-Defendant Brian Washburn has cashed approximately \$125,000 in checks from Amore' Pools, Inc. where he is personally listed as the payee since January 1, 2021. This evidence corroborates Co-Defendant's role as a silent partner/owner of Amore' Pools and a primary beneficiary of the Organized Scheme to Defraud described herein.

Under Fla. Stat. 896.101 (3): It is unlawful for a person:

(a) Knowing that the property involved in a financial transaction represents the proceeds of some form of unlawful activity, to conduct or attempt to conduct such a financial transaction which in fact involves the proceeds of specified unlawful activity:

1. With the intent to promote the carrying on of specified unlawful activity; or
2. Knowing that the transaction is designed in whole or in part:
  - a. To conceal or disguise the nature, the location, the source, the ownership, or the control of the proceeds of specified unlawful activity; or
  - b. To avoid a transaction reporting requirement or money transmitters' registration requirement under state law.

Here, based on evidence gathered in Your Affiant's investigation and discussed above, there is probable cause to believe that Defendants Chrystal and Brian Washburn, utilizing their business Amore' Pools, the banks accounts discussed above, and the check cashing store Coastal Bound, LLC d/b/a Checks-2-Dinero, did commit the offense of Money Laundering as follows:

1. Between the dates of May 1, 2019 and May 1, 2020 Defendants conducted financial transactions through their bank accounts at Regions and Seacoast Banks, knowing that the funds involved in said transactions represented the proceeds of unlawful activity, to wit: Organized Scheme to Defraud, with the intent to promote the carrying on of such specified unlawful activity, and such financial transactions exceeded \$100,000 in any 12 month period, to wit: **\$1,231,682.20** between May 1, 2019 and May 1, 2020.
2. Between the dates of May 1 2020 and May 1 2021 Defendants conducted financial transactions through their bank accounts at Regions and Seacoast Banks, knowing that the funds involved in said transactions represented the proceeds of unlawful activity, to wit: Organized Scheme to Defraud, with the intent to promote the carrying on of such specified unlawful activity, and such financial transactions exceeded \$100,000 in any 12 month period, to wit: **\$3,172,962.77** between May 1, 2020 and May 1, 2021.
3. Between the dates of May 1, 2019 and May 1, 2020 Defendants conducted financial transactions through Coastal Bound, LLC d/b/a Checks-2-Dinero, knowing that the funds involved in said transactions represented the proceeds of unlawful activity, to wit: Organized Scheme to Defraud, with the intent to conceal or disguise the nature, the location, the source, the ownership, or the control of the proceeds of specified unlawful activity; or to avoid a transaction reporting requirement, and such financial transactions



exceeded \$100,000 in any 12 month period, to wit: at least **\$733,130.68** between May 1, 2019 and May 1, 2020.

4. Between the dates of May 1, 2020 and May 1, 2021 Defendants conducted financial transactions through Coastal Bound, LLC d/b/a Checks-2-Dinero, knowing that the funds involved in said transactions represented the proceeds of unlawful activity, to wit: Organized Scheme to Defraud, with the intent to conceal or disguise the nature, the location, the source, the ownership, or the control of the proceeds of specified unlawful activity; or to avoid a transaction reporting requirement, and such financial transactions exceeded \$100,000 in any 12 month period, to wit: at least **\$1,099,643.29** between May 1, 2020 and May 1, 2021.

### **CONCLUSION**

On or about August 31, 2017, Defendant filed an application packet with the City of PSL Building Department, seeking a license from their Board to enable her to work as a "Residential Pool/Spa" contractor. This credentialing packet contained affidavits that spoke to the Defendant's skill and experience as a pool builder, as well as some that reflected her good character and leadership skills in the context of a work environment. FDLE agents have obtained testimony and evidence that the credentialing packet is fraught with false information, including a falsified affidavit and forged signature of victim [REDACTED] intended to mislead the public servants at the PSL Building Department into believing that the Defendant is of good character, as well as skilled and experienced in the area of recreational pool construction.

Operating under the license obtained by fraudulent means, while under a statewide "State of Emergency," declared by Gov. DeSantis in relation to the COVID-19 pandemic, the Defendant held "herself [and her] business organization out as a licensee...or registrant," in violation of Florida State criminal law.

Utilizing this fraudulently obtained license in order to materially misrepresent their qualifications and Amore' Pools' ability to complete their obligations under their contracts, Defendant and Co-Defendant have engaged in a systematic Scheme to Defraud victim homeowners of hundreds of thousands of dollars. This scheme has involved numerous fraudulent pretenses, representations, promises, and willful misrepresentations. Defendants knew that they did not have the ability or resources to deliver the finished promised product when entering into these contracts and intended only to obtain as much money from their victims as possible, doing whatever minimal subpar work they had to along the way to coax additional payments from their victims.

Defendants also perpetuated their Organized Scheme to Defraud by forging signatures of victim homeowners and an electrical subcontractor on official documents submitted to municipal authorities for purposes of permitting and inspections. The identities of [REDACTED] and victim homeowners victim [REDACTED] were all intentionally and fraudulently used without their consent or permission by Defendants.

Your Affiants' investigation also revealed that Defendants have engaged in financial transactions with the illicit proceeds obtained through their Organized Scheme to Defraud. Defendants' bank records show that they utilized victim homeowner funds to perpetuate their fraudulent business and continue their scheme to defraud additional victims. The total amount of these transactions exceed \$100,000 for the periods of May 1, 2019 -May 1, 2020 and May 1, 2020 to May 1, 2021. Records obtained by DIFS show that Defendants also show that Defendants utilized a check cashing store to conceal or disguise the nature, location, source, ownership, or the control of their illicit proceeds, and to avoid reporting requirements for



Workers' Compensation insurance and other state and federal tax and regulatory authorities. The total amount of these transactions exceed \$100,000 for the periods of May 1, 2019 -May 1, 2020 and May 1, 2020 to May 1, 2021.

Finally, Co-Affiant Betscha's investigation showed that Defendants have engaged in the systematic practice of both making fraudulent misrepresentations in their application for Workers' Compensation insurance and the renewal of their Workers' Comp policy. After this initial fraud, Defendants then committed insurance fraud by failing to concealing their payroll and business income amounts through the use of the check cashing store described above.

Each of the crimes committed by Defendants and described above was accomplished through a coordinated effort by Defendant and Co-Defendant. The evidence set forth above shows that Defendants aided, abetted, or otherwise procured the commission of these offenses together as a team and thus may be charged as principals in the first degree as to each crime under Fla. Stat. 777.011.

**WHEREFORE**, your Affiants pray this Honorable Court issue a warrant commanding the arrest of CRYSTAL MARIE WASHBURN.

Your Affiants, under oath, and subject to the penalties of perjury, state that the foregoing is true to the best of their knowledge and belief.

**BEFORE ME, DAN L. MAUGHN**, Judge of the Nineteenth Judicial Circuit Court, in and for St. Lucie County, Florida, personally appeared Special Agents William V. Saladrigas and Derek Brieske of the FDLE, who being first duly sworn, depose and say that they have probable cause for the arrest of CRYSTAL MARIE WASHBURN.

Charge(s):

Count 1: False Info on Application for Contractor's License, in violation of F.S.S. 455.2275  
(3<sup>rd</sup> Degree Felony)

Count 2: Unlicensed Contractor, State of Emergency, in violation of F.S.S. 489.127(1)(a) & (2)(c)  
(3<sup>rd</sup> Degree Felony)

Count 3: Organized Scheme to Defraud, in violation of F.S.S. 817.034(4)(a)1  
(1<sup>st</sup> Degree Felony)

Count 4: Identity Theft, in violation of F.S.S 817.568(2)(a)  
(3<sup>rd</sup> Degree Felony)

Count 5: Identity Theft, in violation of F.S.S 817.568(2)(a)  
(3<sup>rd</sup> Degree Felony)

Count 6: Identity Theft, in violation of F.S.S 817.568(2)(a)  
(3<sup>rd</sup> Degree Felony)

Count 7: Identity Theft, in violation of F.S.S 817.568(2)(a)  
(3<sup>rd</sup> Degree Felony)

Count 8: Identity Theft, in violation of F.S.S 817.568(2)(a)  
(3<sup>rd</sup> Degree Felony)



Count 9: Identity Theft, in violation of F.S.S 817.568(2)(a)  
(3<sup>rd</sup> Degree Felony)

Count 10: Identity Theft, in violation of F.S.S 817.568(2)(a)  
(3<sup>rd</sup> Degree Felony)

Count 11: Money Laundering in violation of F.S.S. 896.101(3)(a) and (5)(c)  
(1<sup>st</sup> Degree Felony)


Count 12: Money Laundering in violation of F.S.S. 896.101(3)(a) and (5)(c)  
(1<sup>st</sup> Degree Felony)

Count 13: Money Laundering in violation of F.S.S. 896.101(3)(a) and (5)(c)  
(1<sup>st</sup> Degree Felony)

Count 14: Money Laundering in violation of F.S.S. 896.101(3)(a) and (5)(c)  
(1<sup>st</sup> Degree Felony)

Count 15: Omit/Conceal Info to Avoid W/C Premium in violation of F.S.S. 440.105(4)(b)(6), (f)(3)  
(1<sup>st</sup> Degree Felony)

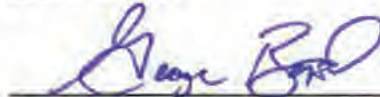
Count 16: Insurance Application Fraud in violation of F.S.S. 817.234(1)(a)(3)(a), (11)(c)  
(1<sup>st</sup> Degree Felony)



William V. Saladrigas, Special Agent  
AFFIANT



Derek Brieske, Special Agent  
CO-AFFIANT



George Betscha, Detective  
CO-AFFIANT B



DWS 9/30/21

Sworn to and subscribed before me on this 1 day of October, 2021.

[Signature]  
Circuit Judge  
Nineteenth Judicial Circuit of Florida

DAN L. MOGHE