

Supplemental

PROBABLE CAUSE AFFIDAVIT

Affiants have investigated various criminal activities involving a business known as Bargain Motors, Inc. and A Bargain Auto Rentals located at 1501 North Dixie Highway in West Palm Beach, Florida, and have determined that Michael Warren, Ronald Carter, and Donald Carter have, on various occasions violated Florida Statutes 812.014, 817.234, 812.16 (2), and 812.019, and have violated Florida Statute 895.03, known as the Florida Racketeer Influence and Corrupt Organizations Act, hereafter referred to as R.I.C.O., by being employed by or associated with an enterprise, as defined by Florida Statute 895.02, and did conduct or participate directly or indirectly in the enterprise through a pattern of racketeering activity, as defined by Florida Statute 895.02.

Affiants have reviewed Palm Beach County Sheriff's Office report #89-239029 filed by D/S William Szczepanski, and have determined that on 12/28/89 D/S Szczepanski was called to 1242 Banyan Lane, West Palm Beach, Palm Beach County, Florida where he met with Janie Fitton. Janie Fitton advised D/S Szczepanski that sometime between 2000 hours on 12/27/89 and 0730 hours on 12/28/89 persons unknown to her came to her apartment and stole her red 1986 Chevrolet IROC Camaro, vin #1G1FP87F7GL192100. Janie Fitton provided D/S Szczepanski a Florida Vehicle Registration for the car and signed an affidavit stating that she would prosecute whoever stole her vehicle.

Affiants have reviewed Palm Beach County Sheriff's Office report number #90-66832 filed by D/S Riley and have determined that on 03/16/90 D/S Riley was dispatched to the area of Golden Point road in Palm Beach Point in suburban West Palm Beach in reference to an abandoned vehicle that had been stripped. D/S Riley responded to that location and recovered the red 1986 Chevrolet IROC Camaro, V.I.N. #1G1FP87F7GL192100, belonging to Janie Fitton. All interior equipment, along with the engine, had been removed. D/S Riley noted that the vehicle did not appear to have been stripped at the location where it was recovered. It appeared to D/S Riley that the vehicle had been stripped at another location and then towed to the location where it was abandoned.

Affiants have spoken with Stuart Arnet with Royal Adjusters, Inc. in Plantation, Florida, and have determined that Janie Fitton filed an insurance claim for the theft of the above described automobile with her insurance company, Old Dominion Insurance Company, under policy number #7016489. Royal Adjusters, Inc. processed the claim under their file number #F90010022. Affiants have reviewed a copy of this file and have determined that Royal Adjusters, Inc. received Janie Fitton's auto theft claim on 01/05/90. Royal

Adjusters, Inc. received a theft affidavit from Janie Fitton on 01/30/90. As a result of the auto theft claim, Old Dominion Insurance Company issued check number #80849 to G.M.A.C., the first lien holder on the car, on 03/23/90 in the amount of \$4,171.85. Old Dominion Insurance Company issued check number #80862 to Janie Fitton on 03/26/90 in the amount of \$6,511.15, as a result of her auto theft claim.

Affiants have reviewed a certified copy of a sworn statement of Janie Fitton taken on 07/13/90 before a certified court reporter. Janie Fitton had been served with a subpoena to appear before the State Attorney's Office in West Palm Beach, Florida. Janie Fitton was placed under oath and then questioned by Assistant State Attorney Allen Geesey, Sgt. Lou Sessa of the Palm Beach County Sheriff's Office, Det. Bill Williams, and Det. Rob Hawkins, also with the Palm Beach County Sheriff's Office. Janie Fitton was advised that she was receiving immunity in connection with the theft of her automobile in that what she said would not be used against her in a later prosecution arising out of the auto theft. Janie Fitton admitted that she owed approximately \$4,000.00 to G.M.A.C. on the car and was having difficulty making her car payments in the amount of \$290.00 a month. Janie Fitton admitted she had tried to sell her car, but could not. Janie Fitton admitted having conspired with her boyfriend, Ronald Carter, and with Michael Warren, to have her car stolen and for Janie Fitton to collect from her insurance company for the theft. Janie Fitton stated that she began talking about having her car stolen and collecting from the insurance company with her boyfriend, Ronald Carter, in mid-November 1989. Janie Fitton stated that Ronald Carter told her they could arrange for her car to disappear and she could get the insurance. Janie Fitton stated Ronald Carter told her he would talk to Mike Warren about it. Janie Fitton stated that Ronald Carter made sure all automobile payments were on time because he knew the car was going to be stolen and he wanted to keep everything up. Janie Fitton stated that Ronald Carter made a duplicate set of keys for her car on a machine at Bargain Motors. Janie Fitton stated that the duplicate keys were made to assist in the theft of her car. Janie Fitton states that she handed the keys to Michael Warren. Janie Fitton states that she discussed the theft of her automobile with Michael Warren. Michael Warren told her to leave her car in the driveway where she normally parks it, and it would be taken care of. Janie Fitton states that Michael Warren told her she would wake up one morning and she would find it gone. Janie Fitton states that Michael Warren told her she would have to make a report with the police and told her how to file for her insurance. Janie Fitton states Michael Warren suggested that they also make up a fake car rental agreement in order to collect more money from her insurance company, but this was never done. Janie Fitton states that she gave Michael Warren the duplicate set of keys

to her vehicle approximately three weeks before it was stolen.

John Ahrens, W/M, stepson of Michael Warren, has spoken with Det. Bill Williams of the Palm Beach County Sheriff's Office on several occasions since 05/26/90. Ahrens, in a statement to Det. Williams, said that he had seen a red Camaro in his stepfather's airplane hanger, which is attached to the residence located at 15470 Take Off Place, in the Aero Club, Wellington, West Palm Beach, Florida, shortly after Christmas, 1989. Ahrens also stated to Det. Williams during his interview that his now deceased mother, Marlene Warren, told him the red Camaro was stolen and to stay away from it.

Janie Fitton's red Camaro was recovered at Palm Beach Point Boulevard and Golden Point Road, in Wellington, a suburban area west of West Palm Beach, Palm Beach County, Florida, in a stripped condition. This location is approximately one mile from Michael Warren's residence, located at 15470 Take Off Place, West Palm Beach, Florida.

Additionally, the following criminal activity was discovered;

Affiants have reviewed PISO report number #90-87074 filed by D/S Kamstra, and have determined that on 04/15/90 at approximately 1126 hours, D/S Kamstra responded to the business of "Payless Auto Rental" located at 500 South Congress Avenue, West Palm Beach, Palm Beach County, Florida, in reference to an automobile theft. D/S Kamstra states in his report that he spoke with the manager of the business, Debbie Zee, and also with Vincent and Elissa Restivo. Vincent Restivo advised D/S Kamstra that on 04/06/90 he rented a 1990 Chrysler LeBaron convertible, white in color, vin #1C3XJ453-LG425377, from Payless Car Rental Company, located at 500 South Congress Avenue, West Palm Beach, Florida. Mr. Restivo advised he and his wife attempted to return the vehicle to Payless Car Rental Company on 04/14/90. Mr. Restivo states they drove the vehicle to the address of 500 South Congress Avenue, and found that the business was closed upon their arrival. Mr. Restivo stated that they proceeded back to their residence in West Palm Beach, attempted to make telephone contact with the business and to inform them that they wished to return the vehicle. According to Elissa Restivo, they were unable to contact Payless Car Rental Company and upon looking through the Yellow Pages of the Palm Beach County telephone book, they came across another Yellow Page ad which stated in parenthesis in small print (A Bargain Auto Rentals) and in big bold print the name "Payless" with a North Dixie address. Thinking that the business might be the same, Mrs. Restivo told D/S Kamstra she called A Bargain Auto Rentals at #833-8922 and made contact with a male. Mrs. Restivo states she asked if this business was affiliated with the business at

500 South Congress Avenue, Suburban West Palm Beach, being Payless Car Rental. Elissa Restivo states she was advised over the telephone that they were the same business. Mrs. Restivo states she advised the male she was speaking to that she wished to return the vehicle. The male voice advised her to leave the vehicle at the 500 South Congress Avenue Address with the keys placed above the visor. Elissa Restivo was also advised that the company would send a person down to place the vehicle in the fenced in compound and that this was their normal policy for late vehicle return. According to Mrs. Restivo, she stated she felt unsure of this policy and was advised by the male voice on the telephone that she could speak with a supervisor if she wished to. Mrs. Restivo stated that she did not wish to do this and at this time proceeded to drive the vehicle back to the address of 500 South Congress Avenue where she and her husband left the vehicle near the roadway on the outside of the fenced in compound at approximately 1815 hours. The vehicle was locked by Mrs. Restivo with the vehicle's keys placed above the sun visor of the vehicle, as instructed. Mrs. Restivo advised D/S Kamstra that upon their returning to their residence, she again telephoned A Bargain Auto Rentals at #833-8922. Mrs. Restivo states that she spoke with the same person she had spoken with earlier, however, this time the person advised her that he did not know what she was talking about.

Mrs. Restivo became concerned that the prior telephone conversation may have been a scam to steal the automobile. Mrs. Restivo stated that she and her husband proceeded back to 500 South Congress Avenue where they had left the vehicle. They arrived back at that location at approximately 1900 hours. The vehicle was no longer there and the Restivo's could not observe the vehicle anywhere inside the fenced in compound. The Restivo's stated that they waited for the business to open on 04/15/90 to report the vehicle stolen.

D/S Kamstra spoke with Debbie Zee, the manager of Payless Auto Rentals, who advised that her company had not taken the vehicle, and signed a vehicle theft affidavit for the above described Chrysler LeBaron.

Affiants had spoken with Det. Bill Williams of the Palm Beach County Sheriff's Office. Det. Williams states that he has spoken with a former employee of Bargain Motors named Susanne Martin. Susanne Martin told Det. Williams that on 04/14/90 at approximately 1800 hours, she, Mrs. Martin, was at Bargain Motors working when a woman called and spoke to Don Carter. Susanne Martin further told Det. Williams that Don Carter cupped the telephone with his hand and said to his boss, Michael Warren, "We have another car at Payless". Martin also stated to Det. Williams that Michael Warren next instructed Don Carter to tell the woman, "Leave the keys above the visor, and we'll get the car". Susanne Martin states that she next heard Don Carter giving the woman instructions to leave the Chrysler LeBaron outside the fence

with the keys on the visor and that this was their normal policy. Immediately after the telephone conversation, Michael Warren and Donald Carter left Bargain Motors to get the Chrysler LeBaron. Approximately 30 minutes later, Donald Carter returned to Bargain Motors alone. Shortly after his return, Donald Carter received another telephone call, at which time Donald Carter told the caller, "I don't know what you're talking about" and hung up the telephone in the presence of Susanne Martin.

In Susanne Martin's statement to Det. Williams, she states that Ronald Carter, brother of Donald Carter, told her that the Chrysler LeBaron was stolen from Payless and taken out west. Susanne Martin was under the assumption that out west meant Loxahatchee, Florida. Ronald Carter is also an employee of Bargain Motors.

Susanne Martin's taped statement also reveals that the car was stolen as a "pay back" to Payless Auto Rental for a previous law suit filed by Payless against Bargain Motors regarding a Yellow Page ad. See attached exhibit.

Affiants have reviewed Royal Palm Beach Police Department report number #1-90-100844, filed by Det. Jason Pepper on 05/30/90 and have determined that the above described stolen Chrysler LeBaron was recovered on 05/30/90, by the Royal Palm Beach Police Department at the Village of Royal Shopping Plaza, located at the intersection of Royal Palm Beach Boulevard and Okeechobee Boulevard, in the northwest corner. The recovered Chrysler LeBaron is described as a white, 1990 convertible with burgundy interior, vin #1V3XJ4533LG425377. There were no keys found in the vehicle, nor were there any visible signs of ignition tampering or hot wiring.

Additionally, the following information was also discovered:

Affiants have reviewed Mangonia Park Public Safety report number #90-0062 filed by Officer Mark Hoyt. Officer Hoyt states that on 01/08/90 at approximately 1219 hours, he responded to the Mangonia Park Police Department to take a stolen vehicle report from Eunice Ingram. Mrs. Ingram told Officer Hoyt that her red 1989 Chevrolet Camaro V.I.N. #1G1FP21S1KL130204 had been stolen from the driveway of her residence located at 1601 Crandon Avenue, Mangonia Park, Florida. Mrs. Ingram told Officer Hoyt she had purchased the car from Bargain Motors and had been making payments to them. Mrs. Ingram told Officer Hoyt she had checked with Bargain Motors and had been told that they had not repossessed her vehicle.

Affiants have spoken with Det. Bill Williams, PBSO, who states that he spoke with Eunice Ingram on 09/08/90. Eunice Ingram told Det. Williams she had purchased the above described 1989 Camaro from Bargain Motors and had been making payments to them. Eunice Ingram told Det. Williams that her

insurance company, Bankers Insurance Company, had reimbursed Bargain Motors approximately \$13,000 for the theft of the vehicle. Documents received from Bankers Insurance Company verify that check was deposited into Bargain Motors' account, and that she lost \$8,000, which Eunice Ingram had invested in the automobile and was never reimbursed for. Mrs. Ingram also told Det. Williams that Michael Warren had a \$14,000 charge off to her credit history as a result of this theft. During her statement to Det. Williams, Eunice Ingram states that two weeks prior to the theft, she had gone to Bargain Motors and spoken to Michael Warren about obtaining a second set of keys to her car, as she had only been given one set of keys when she purchased the Camaro. Mrs. Ingram had been unable to make a copy of the keys herself because they contained a computer chip. Mrs. Ingram never received the second set of keys which were in the possession of Michael Warren. At the time of her request for the keys, Eunice Ingram was told by Michael Warren that a second set of keys were in the office, but he was too busy to look for them and asked her to come back later.

On the day of the theft of her Camaro, Mrs. Ingram remembers a knock at her door and upon answering the door a W/M who was standing at the door said, "I have some papers for you, I hope you have a better year next year". The W/M walked away from her front door with the papers in his hand. Ingram stated that she never received any papers. Ingram thought this was very odd and went back inside her house. A few seconds later she heard her car start up and she observed her Camaro exiting her driveway at a high rate of speed with the tires squealing. Mrs. Ingram further states that she was late with several car payments and feared that Bargain Motors would be repossessing her Camaro, therefore she had hid the car. In order to try to keep her vehicle, Mrs. Ingram and Michael Warren made a ~~joint verbal agreement to work out Ingram's financial difficulties, without fear of repossession~~ ^{from her} ~~parents~~ ^{parents} ~~without fear of repossession~~ ^{without fear of repossession} Ingram felt that she had the full trust and confidence of Warren and returned the Camaro to her current address, believing that she was no longer in jeopardy of having her car repossessed. After witnessing her Camaro being taken without her authorization, Mrs. Ingram went to Bargain Motors and was informed by employees of Bargain Motors that they had not repossessed the Camaro and that she should report the vehicle theft to the Mangonia Police Department. Eunice Ingram subsequently reported her vehicle stolen to the Mangonia Park Police Department under case #90-0062, as described above.

On 09/10/90 Det. Williams interviewed Paul Ingram, who is the son of Eunice Ingram. Paul Ingram stated that he observed a suspect who had stolen his mother's vehicle. Ingram stated he only saw the rear side of the person as he was driving away in the stolen vehicle. Eunice Ingram's son described the subject as a W/M with sandy blond hair. It

should be noted that the subject Donald Carter, who was an employee of Michael Warren and Bargain Motors does have sandy blond hair. Paul Ingram was unable to describe any facial characteristics due to the fact he only observed the rear side of the face and hair of the suspect.

On 07/21/90 Det. Bill Williams of the Palm Beach County Sheriff's Office interviewed Della Rainone, an employee of Bargain Motors. Della Rainone stated that Michael Warren did have Eunice Ingram's vehicle stolen. Rainone further states that she was working for Bargain Motors on the day of the theft of Eunice Ingram's vehicle. Della Rainone's statement to Det. Bill Williams revealed that Don Carter had telephoned Bargain Motors from a portable car phone while driving Eunice Ingram's stolen vehicle. Della Rainone further told Det. Williams that she observed the red Camaro belonging to Eunice Ingram parked at her boyfriend's residence in Loxahatchee, Florida.

In her statement to Det. Bill Williams, Rainone stated that at the time she believed the vehicle was a repossession done by Bargain Motors. Della Rainone has further stated that the Camaro mentioned above was at Pat Ward's residence located at 3444 "C" Road, Loxahatchee, Florida, for two months and then disappeared during March 1990. Della Rainone also resides at 3444 "C" Road, Loxahatchee, Florida with her boyfriend, Pat Ward. According to her statement to Det. Williams, Rainone states her boyfriend, Pat Ward, called Michael Warren during March 1990 and informed Michael Warren that the red Camaro was gone and that Michael Warren replied to Pat Ward, "Don't worry about it". Della Rainone told Det. Williams that she personally observed a W/M known to her only as "Scott" drive the red Camaro away from the address at 3444 "C" Road, Loxahatchee, Florida.

Della Rainone has included in her statement to Det. Williams that on the day of the theft of Eunice Ingram's vehicle, Mrs. Ingram had responded to Bargain Motors to ask if her car had been repossessed by Bargain Motors, but was told by employees that they had no idea where her Camaro was, that there was no repossession of her vehicle.

On 09/16/90 Det. Williams interviewed Linda Davis, who is an employee of Bargain Motors and who was working at Bargain Motors on the day Eunice Ingram's vehicle was stolen. Linda Davis informed Det. Williams that on the day of Eunice Ingram's vehicle theft, she was working with Della Rainone at Bargain Motors. Linda Davis stated that Donald Carter and his brother Ronald Carter went out looking to find Eunice Ingram's vehicle and was directed to do so by Michael Warren. Michael Warren had the majority of his employees looking for Eunice Ingram's vehicle. Linda Davis believed that they were going to repossess the vehicle.

Linda Davis stated that around lunch time, Della Rainone had received a telephone call from Donald Carter. The call was transferred to Linda Davis who spoke to Donald Carter.

Donald Carter told Linda Davis that he was sitting outside of Eunice Ingram's house and that the red Camaro was there. Donald Carter told Linda Davis that he was going to get the car. Approximately fifteen minutes later, Linda Davis received a second telephone call from Donald Carter who stated, "I'm in the car. I'm on my way out to Pat's". Linda Davis states that she subsequently relayed all this information to Michael Warren. Linda Davis does not know what happened to the vehicle after it had went to Pat Ward's house. Linda Davis heard that the vehicle had been stolen from Pat Ward's house a few months after it had been repossessed by Michael Warren. Linda Davis states that she does remember receiving a check for Bargain Motors from Eunice Ingram's insurance company and that Michael Warren had the check deposited into the business account. Linda Davis states that she specifically remembers the check on Eunice Ingram's car because it was her duty to log such checks. Linda Davis also states that she thinks she remembers taking a picture of the check. Linda Davis states she believed the check from the insurance company was for approximately \$10,000.00. Davis also believes the check was made out to Bargain Motors and Eunice Ingram. Davis also informed Det. Williams that Michael Warren did have a spare set of keys for all cars that are on the lot or sold. Linda Davis also remembers Michael Warren reporting Eunice Ingram to the Credit Bureau.

Affiants have determined that Eunice Ingram filed an automobile theft claim for the above described 1989 Camaro with her insurance carrier, Bankers Insurance Company. Affiants reviewed a copy of file number #002077, which involves the claim by Eunice Ingram. Affiants have determined that on 05/18/90 a check drawn on the account of Banker's Insurance Company, check #030448, account number #03040039 in the amount of \$9,575.00 was issued to Bargain Motors at 1501 North Dixie Highway, West Palm Beach, Florida 33401. The check was issued under claim number #002077 for the insured, Eunice Ingram. This check was endorsed by a stamp "Pay to the order of SunBank -South Florida, N.A., Fort Lauderdale, Florida 33310 for deposit only Bargain Motors, Inc. 0431004023463". This check was deposited on 05/31/90. Attached to a file obtained from Bankers Insurance Company was a letter on Bargain Motors letterhead addressed to Eunice Ingram and dated 04/30/90 regarding the loan held by Bargain Motors, Inc. on a 1989 Chevrolet 2dr, vin #1G1FP21S1KL130204 (same vehicle as previously described). This letter is unsigned, but the salutation ends with "Michael Warren, President".

Additionally on 09/16/90 Mr. Claude Poitras, a former employee of Bargain Motors, was interviewed by Det. Williams. Mr. Poitras was working at Bargain Motors on the day of Ingram's auto theft. Poitras told Det. Williams during his statement, that Don Carter told Mr. Poitras that he, Don

Carter had stolen Eunice Ingram's Camaro. Peitras further told Det. Williams that Michael Warren had several employees looking for Ingram's Camaro.

Additionally, the following criminal activity was discovered:

On Monday 10/15/90 at 0930 hours, your affiants, Det. Ron Tomassi and Det. William G. Varga of the Palm Beach County Sheriff's Office, took a sworn statement from Mrs. Alberta Defreitas at the Palm Beach Sheriff's Office Headquarters on Gun Club Road. Defreitas states that on 01/25/90, Mrs. Defreitas noticed that her 1984 Ford 4dr brown in color, bearing V.I.N. #1FABP3939EA132720, or V.I.N. #1FABP3939EA132720, valued at \$3,000.00 was missing from her residence. Defreitas, in April of 1988, purchased the automobile on an installment plan from Bargain Motors, at 1501 North Dixie Highway, West Palm Beach, Florida, from Michael Warren, proprietor.

Defreitas telephoned Michael Warren on 01/25/90 to ask if he had repossessed her Ford LTD for any reason. Michael Warren had assured Defreitas that she was not late in making payments and her vehicle was not repossessed by Bargain Motors. Mrs. Defreitas called the Riviera Beach Police Department to report her Ford LTD stolen. Police Officer Robert O'Dell responded under Riviera Beach Police report case number #89-668, recorded Defreitas' complaint. Upon investigating the vehicle theft, Officer O'Dell made telephone contact with his Headquarters police dispatcher to check departmental records of the repossession log. No repossession of Defreitas' Ford LTD had been recorded. O'Dell next telephoned Bargain Motors from Defreitas' house and spoke to Michael Warren, who advised O'Dell that he did not repossess Defreitas' vehicle. O'Dell next followed standard auto theft reporting procedures and entered Defreitas' automobile in the NCIC computer system as a stolen vehicle. Defreitas made the claim to her automobile insurance carrier, State Farm, on or about 02/11/89.

After notifying her insurance company of the vehicle theft, Mrs. Defreitas states she began receiving a series of telephone calls from Michael Warren inquiring into the status of her insurance claim. Mrs. Defreitas told the above detectives that Michael Warren first asked her to verify that Defreitas had in fact reported the vehicle theft to her insurance carrier, State Farm Insurance Company. Michael Warren told Mrs. Defreitas to bring the check to him when she received it in order to pay off the money she owed on the car and he would give her the difference. Defreitas received numerous subsequent telephone calls from Michael Warren to determine if Mrs. Defreitas received a check from State Farm Insurance Company so that Michael Warren could be paid the balance due to Bargain Motors on her Ford LTD. Michael Warren suggested to Defreitas that she purchase another

vehicle from Bargain Motors with their insurance settlement. Mrs. Defreitas told affiants that on or about 02/22/89 or 02/23/89 her sister, Debra Mitchell and Raymond Buckner, Jr. told Mrs. Defreitas they observed what looked like her vehicle on the lot at Bargain Motors. Mrs. Defreitas advised the affiants that on 02/25/89 she went to Bargain Motors along with Debra Mitchell and Raymond Buckner, Jr. Mrs. Defreitas told affiants that Debra Mitchell and Raymond Buckner, Jr. posed as customers interested in the car that belonged to Mrs. Defreitas. Michael Warren offered to sell Debra Mitchell and Raymond Buckner the car belonging to Mrs. Defreitas for \$3,795.00. Mrs. Defreitas states that she called the West Palm Beach Police Department and Officer Tucker responded. Mrs. Defreitas positively identified the car as hers in the presence of Officer Tucker by a piece of wire that Mrs. Defreitas had placed around the battery, a piece of tape she had placed around a broken turn signal, by a movie ticket that was inside the car, and by the vehicle identification number being the same as on her insurance card, except for one letter. Furthermore, Mrs. Defreitas produced a set of keys in the presence of Officer Tucker which unlocked the car door, started the engine, unlocked the gas cap, and opened the trunk.

Mrs. Defreitas further stated to your affiants, Det. Tomassi and Det. Varga, that Michael Warren asked her, Mrs. Defreitas, to surrender to him all her documentation and paperwork on her Ford LTD. Mrs. Defreitas refused to do so on the advice of Officer Tucker, and she was instructed to contact an attorney in reference to this matter. Mrs. Defreitas did consult an attorney and has filed a civil suit against Bargain Motors in case number #CL89-6456AH, as a result of this transaction.

Furthermore, Mrs. Defreitas stated that after the West Palm Beach Police Department responded in reference to their case number #89-17486, and within a few weeks afterwards, her automobile was sold again by Bargain Motors to an unknown person who was observed by Mrs. Defreitas driving the vehicle. As of 10/15/90, State Farm Insurance Company has not settled Defreitas' insurance claim on her stolen 1984 brown Ford LTD.

Affiants have reviewed West Palm Beach Police Department report number #89-17486, filed by Officer Tucker on 02/25/89 and a copy of an affidavit signed by Officer Tucker dated 04/03/90 which was prepared in connection with the civil suit. Officer Tucker confirms the information provided by Mrs. Defreitas. Officer Tucker further states that Michael Warren told the officer he knew Mrs. Defreitas had previously purchased the car from Bargain Motors and stated that Mrs. Defreitas' car had not been repossessed by them. Michael Warren claimed that the car on the lot had been purchased by him from Fleet Services in Miami a few weeks earlier. Officer Tucker asked Michael Warren to produce the paperwork

for Mrs. Defreitas' original purchase of the car, and it newer paperwork from Fleet Services. Michael Warren told Officer Tucker he didn't know where the paperwork was located and that the officer would have to wait until Monday for him to produce the paperwork. Officer Tucker states that the vin on the automobile located on the lot of Bargain Motors on 02/25/89 was #1FABP3939FA132720.

Affiants have reviewed a copy of a deposition taken of Michael Warren on 09/05/89 and civil case #CL00-6456AE. In the deposition, Michael Warren has changed his story and now claims there are two cars involved. Michael Warren states that the salesman at Bargain Motors named Tony, sold the car to Mrs. Defreitas on 04/26/88 with V.I.N. #1FABP3939FA132720. Michael Warren states he was involved in that transaction and signed some of the paperwork as a witness. Michael Warren states he sold the car to Mrs. Defreitas in a "as is" condition. Michael Warren claims the car he sold to Mrs. Defreitas developed mechanical problems so even though he was under no obligation to do so, he gave Mrs. Defreitas a loaner car with the V.I.N. of #1FABP3930FA136091. Michael Warren claims in the civil deposition that this is the car that was on his lot on 09/25/89. Michael Warren claims that Mrs. Defreitas had the loaner car for a long period of time and that he had the car "picked up" by Sheila Keen and Ron Carter because Mrs. Defreitas was behind in her payments to Michael Warren. According to Michael Warren, the car was never repossessed because it was his car and Michael Warren claims he never told the police he had the car "picked up" because they never asked. Mrs. Defreitas has told the affiants that the car on the lot of Bargain Motors and offered for sale by Michael Warren on 02/25/89 is the car she purchased and not a loner vehicle as claimed by Michael Warren. A review of the title to the car purchased by Mrs. Defreitas states that the V.I.N. to her vehicle is #1FABP3939FA13270. Officer Tucker confirms that the V.I.N. on the car on the lot on 02/25/89 is V.I.N. #1FABP3939FA132720, and not #1FABP3930FA136091, as claimed by Michael Warren.

Wherefore your affiants believe and have good reason to believe that Michael Warren, Ronald Carter, and Donald Carter have committed numerous criminal acts, including numerous counts of Grand Theft in violation of Florida Statute 812.014, Conspiracy To Commit Grand Theft in violation of Florida Statute 777.04 (3) and 812.014, Filing A False and Fraudulent Insurance Claim in violation of Florida Statute 817.234 (1) (a), Operating A Chop Shop in violation of Florida Statute 812.16 (2), Dealing In Stolen Property in violation of Florida Statute 812.019 (1), and Directing The Theft and Dealing of Stolen Property in violation of Florida Statute 812.019 (2), and have violated Florida's R.I.C.O. statute 895.03 3, by being associated with an Enterprise as defined by Florida Statute 895.02, and did conduct or

participate directly or indirectly in said Enterprise in a pattern of Racketeering Activity as defined by Florida Statute 897.02 as detailed above.

Det. William G. Varga
Det. William G. Varga

Jack A. Robinson

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: JAN. 24, 1992.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

10-26-90

Det. Ron Tomassi
Det. Ron Tomassi

10-26-90
Date