

AFFIDAVIT

I, KEVIN BONIKOWSKI, being duly sworn, depose and state as follows:

1. I am Special Agent with the Bureau of Alcohol, Tobacco, Firearms and Explosives and have been so employed since May 1999. My duties include, among other things, the investigation of violent crimes and economic crimes, including arson and mail fraud. I have participated in numerous investigations, which have resulted in the execution of Federal search and arrest warrants.

2. The statements contained in this affidavit are based upon my own personal knowledge, information provided to me by other law enforcement officials, and information from other sources. I have not included in this Affidavit each and every fact known to me, but only those facts necessary to establish probable cause.

3. In August 2008, a confidential informant working in an undercover capacity ("CI") discussed with IRAIDA ALVAREZ and ERLIN OSWALDO PEREZ ("E. PEREZ") committing insurance fraud by burning down houses and collecting the insurance proceeds.

4. On September 30, 2008, the CI had further discussions about committing insurance fraud with ALVAREZ and E. PEREZ and said that he/she had an interest in burning down his in-laws' home located at 9311 NW 32nd Street, Sunrise, FL (the "Target Residence"). ALVAREZ admitted that, with the assistance of a public adjuster, she had committed insurance fraud by burning down her house in June 2007 and submitting an insurance claim to obtain the insurance proceeds. ALVAREZ indicated to the CI that he/she could do the same thing and referred the CI to a different public adjuster, with whom her daughter, ADIARIS FIGUEROLA, had worked. The CI told ALVAREZ that he/she was interested in speaking with the public adjuster. ALVAREZ said she would speak with her daughter and get back to the CI.

5. On September 30, 2008, E. PEREZ told the CI that FIGUEROLA and ALEXIS PEREZ ("A. PEREZ"), with whom FIGUEROLA lives and shares a child, wanted \$2,000 to introduce the CI to the public adjuster. The CI agreed to pay FIGUEROLA and A. PEREZ the money.

6. On October 1, 2008, the CI met with ALVAREZ and FIGUEROLA at ALVAREZ's place of business to further discuss setting a fire to the Target Residence. When the CI first arrived, FIGUEROLA was not present but ALVAREZ immediately called FIGUEROLA to come to the meeting. After FIGUEROLA arrived, she stated that she had worked for a public adjuster employed at Florida Claims Experts, Inc., 16155 SW 117th Ave., #B17, Miami, FL. FIGUEROLA reassured the CI that they "do this all the time," and would assist the CI through the entire process, from fire to claim. FIGUEROLA added that their specialty is to start a small fire, which would not even require notifying the fire department, and claim \$40,000-\$50,000 in damages. FIGUEROLA explained that she would need to give the public adjuster a copy of the CI's in-laws' insurance policy before the adjuster would agree to meet with the CI. This meeting was captured with an audio recording device and monitored by law enforcement.

7. On October 2, 2008, the CI met with FIGUEROLA and A. PEREZ at their residence, 20846 SW 118 Court, Miami, FL. The CI gave FIGUEROLA a copy of his in-laws' insurance policy. The homeowner's policy is between State Farm Insurance Company and the CI's in-laws. The policy includes coverage for damage to the dwelling of up to \$223,700 and coverage for damage to personal property of up to \$167,775. FIGUEROLA told the CI that she would give the public adjuster the policy and the CI's telephone number and that the adjuster

would contact the CI. A. PEREZ indicated that he would be present when the CI met with the public adjuster. The CI confirmed that he/she would pay FIGUEROLA and A. PEREZ \$2,000. This meeting was captured with an audio recording device and monitored by law enforcement.

8. Later that same day, FIGUEROLA and A. PEREZ met the CI at his/her residence. FIGUEROLA stated that the public adjuster had reviewed the insurance policy and had indicated that, in order for the CI to collect the maximum amount of money from the insurance company, the house would have to be a total loss. A. PEREZ stated that the CI would have to pay the adjuster \$4,000 in advance of the fire, in addition to the \$2,000 to be paid to A. PEREZ and FIGUEROLA. The CI asked if the adjuster had experience, and A. PEREZ and FIGUEROLA both responded affirmatively. A. PEREZ further pointed out that the adjuster can set the fire quickly and efficiently. The CI asked who the adjuster is, and FIGUEROLA and A. PEREZ indicated that CARLOS (later identified as CARLOS STEWART ("C. STEWART")) and his mother, ROSA (later identified as ROSA STEWART ("R. STEWART")), are both adjusters and work together. This meeting was captured with an audio recording device.

9. On October 3, 2008, the CI spoke with FIGUEROLA on the telephone to schedule a meeting with the public adjuster. The meeting was tentatively scheduled for October 8, 2008. FIGUEROLA explained that the purpose of the meeting was to discuss the "surgery." The CI asked if the person who was going to actually "conduct the surgery" would be present at the meeting, and FIGUEROLA confirmed that the "other surgeon" would be present. This conversation was consensually recorded with an audio recording device.

10. On October 7, 2008, FIGUEROLA and A. PEREZ arrived unannounced at the CI's residence at approximately 8:45 pm. At first, FIGUEROLA remained in their car, and A.

PEREZ met with the CI. A. PEREZ told the CI that the public adjuster wanted to meet with the CI on October 8, 2008. A. PEREZ stated that R. STEWART would give directions to the CI about the staging of the fire, and the CI would not meet C. STEWART until the day of the fire. A. PEREZ then said he would telephone C. STEWART to confirm the meeting on October 8, 2008, and proceeded to make a telephone call in front of the CI. Once FIGUEROLA joined the meeting, she told the CI that R. STEWART has associates that assist her with setting the fire. FIGUEROLA also offered that R. STEWART and her associates had set fires to conceal other crimes, including murder.

11. On October 8, 2008, the CI spoke with A. PEREZ, via telephone, to arrange the time and place of the meeting with the public adjuster. All of those conversations were captured with an audio recording device. During those conversations, A. PEREZ kept pushing back the time of the meeting, claiming that the public adjuster would not be in the area to meet until later. At one point, the CI was having difficulty contacting A. PEREZ, and the CI telephoned E. PEREZ to complain that he was having difficulty scheduling the meeting and could not locate A. PEREZ. E. PEREZ told the CI that he would locate A. PEREZ and would call back the CI. E. PEREZ later telephoned the CI and told him that he had spoken with A. PEREZ and that the CI would be able to contact A. PEREZ shortly. Thereafter, the CI successfully telephoned A. PEREZ, and they agreed to meet at approximately 5:00 pm at the parking lot of the Pollo Tropical restaurant at 11570 SW 152nd Street, Miami, FL.

12. The CI arrived at the Pollo Tropical parking lot at approximately 5:00 pm. R. STEWART subsequently arrived in a silver, Dodge Durango, license plate number U109VT. After FIGUEROLA and A. PEREZ arrived, they all got into R. STEWART's car to discuss the

plans to burn down the Target Residence and process an insurance claim.

13. During the meeting, R. STEWART told the CI that they would arrange a time when she would go with the CI to the Target Residence to plan the fire. R. STEWART advised the CI that, as payment for her services, she charges \$4,000, which must be paid prior to the fire, and 20% of whatever settlement is received from the insurance company. R. STEWART gave the CI a contract from Florida Claims Experts, Inc. for his/her in-laws' signature.

14. R. STEWART also gave the CI instructions about the day of the fire. R. STEWART explained that, on the day of the fire, her associate will park in the area of the house, and the CI will pick him up and bring him to the Target Residence. R. STEWART said that, after the fire is set, the CI is to drive her associate back to his parked car.

15. R. STEWART also provided the CI her business card, listing her as a public adjuster at Florida Claims Experts, Inc. and her telephone number as (305) 444-1992. R. STEWART also gave the CI a cellular telephone number of (786) 287-3587 and told the CI that, prior to the fire, the CI should contact R. STEWART only at that number. R. STEWART further instructed that, a couple of days after the fire, the CI should call her at the office number and tell the person who answers something to the effect of "I saw your commercial on channel 41 (the Spanish language television station) and I had an accident." R. STEWART said that the CI will be placed on hold, at which point the CI should hang up and then call back and ask for "Rosa." R. STEWART also indicated that she been involved in prior arsons and insurance fraud.

16. The meeting at the Pollo Tropical parking lot between the CI, R. STEWART, FIGUEROLA and A. PEREZ was captured with audio and video recording devices and monitored by law enforcement.

17. On October 9, 2008, the CI telephoned R. STEWART several times at the cell phone number that she had provided to discuss scheduling the "walk-through" of the Target Residence. During those calls, the CI suggested doing the walk-through on October 14, 2008 and then setting the fire on October 15, 2008. R. STEWART said that it could not be scheduled for those dates because her associate would be on vacation for one and a half weeks and suggested October 10, 2008 for the walk-through and fire. Ultimately, it was decided to reschedule things for the week of October 20, 2008. These conversations were captured with an audio recording device.

18. On October 9, 2008, the CI also telephoned A. PEREZ to schedule a time to meet with him and FIGUEROLA to pay the \$2,000 fee for the introduction to the public adjuster. They agreed to meet on October 10, 2008 at around noon. A. PEREZ advised the CI that R. STEWART's associate would be out of town the following week. This conversation was captured with an audio recording device.

19. On October 10, 2008, the CI met with A. PEREZ and FIGUEROLA at their residence, 20846 SW 118 Court, Miami, FL 33177. Upon arrival, the CI first spoke with FIGUEROLA, as A. PEREZ was on the telephone. FIGUEROLA asked the CI if he/she had met with R. STEWART at the Target Residence. The CI answered no but stated that plans for the fire were set. After A. PEREZ finished his telephone call, he joined the conversation and told the CI that they needed their payment. The CI then paid A. PEREZ \$2,000 in pre-recorded US currency, consisting of twenty one-hundred dollar bills. A. PEREZ asked if the CI had met with R. STEWART or her associate. The CI again said no but reassured A. PEREZ and FIGUEROLA that he/she had coordinated with R. STEWART. This meeting was monitored by

law enforcement.

20. On October 23, 2008, the CI met with R. STEWART. The CI paid R. STEWART \$4,000. The CI and R. STEWART also did a walkthrough of the Target Residence to plan the fire. R. STEWART indicated that the fire would be set in a bedroom with the use of an iron. R. STEWART said that she would provide the iron, which does not have an automatic shutoff, to her associates who would set the fire. R. STEWART also stated that, a couple of days after the fire, when the CI telephones Florida Claims Experts, Inc. to report the claim, he can ask for either R. STEWART or C. STEWART. R. STEWART said that C. STEWART would be the one who will process the paperwork for the insurance claim. R. STEWART also confirmed that she and C. STEWART work out of the Florida Claims Experts, Inc. office at 16155 117th Avenue, #B17, Miami, FL, and that they are there roughly every day. This meeting was captured with audio and video recording devices.

21. Later that same day, C. STEWART arrived at the Target Residence with rubber gloves and a plastic bag containing an iron. Law enforcement arrested C. STEWART inside the Target Residence as he was putting on the rubber gloves beside the plastic bag with the iron.

22. On October 23, 2008, the CI also telephoned E. PEREZ and discussed with him E. PEREZ's help in setting up the scheme. The CI offered to pay E. PEREZ something for his assistance. E. PEREZ claimed he did not want any payment for his involvement if the money would have to come out of the CI's own pocket. This conversation was captured with an audio recording device.

23. A claims representative with State Farm Insurance Company has confirmed that use of the mails is a standard component of processing and settling an insurance claim with a

policyholder.

24. Based upon the foregoing, your affiant submits that there is probable cause to believe that ALVAREZ, E. PEREZ, A. PEREZ, FIGUEROLA, R. STEWART and C. STEWART did knowingly and intentionally combine, conspire, confederate, and agree with each other to use fire to commit a felony which may be prosecuted in a court of the United States, to wit, a conspiracy to commit mail fraud, in violation of Title 18, United States Code, Section 844(h)(1); all in violation of Title 18, United States Code, Section 844(n).

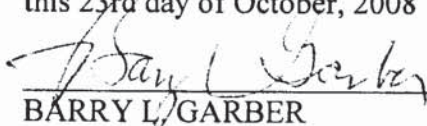
I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

FURTHER AFFIANT SAYETH NAUGHT



Kevin Bonikowski, Special Agent
Alcohol, Firearm, Tobacco and Explosives

Sworn to and subscribed before me
this 23rd day of October, 2008



BARRY L. GARBER
United States Magistrate Judge