

**IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA**

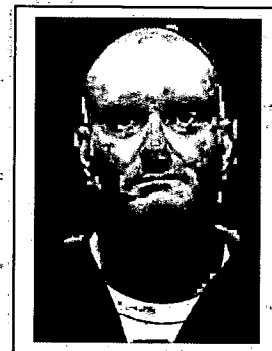
AFFIDAVIT FOR ARREST WARRANT

STATE OF FLORIDA

VS.

JEREMY CHARLES DEWITTE

Race: White
Sex: Male
Date of Birth: February 10, 1980
Height: 5'09"
Weight: 185
SS Number: [REDACTED]
FL Driver's License Number: D300-423-80-050-0
Address: 2404 Accord Terrace
Kissimmee, FL 34758



Comes now, the Affiant, **Detective Michael Warner, State of Florida Department of Financial Services, Division of Investigative & Forensic Services, Bureau of Insurance Fraud**, a sworn law enforcement officer, makes this affidavit, which has been personally submitted to the Court. This Affiant swears under oath that he has probable cause to believe and does believe that certain laws have been violated in Orange County, Florida, and that beginning on March 22, 2020, Jeremy Charles Dewitte, herein referred to as the **Defendant**, did violate several Florida State Statutes, and commit the felony offenses of:

- Count 1 — F.S.S. 817.236 False & Fraudulent Motor Vehicle Insurance Application / F-3**
- Count 2 — F.S.S. 943.0435(2)(b)3 Failure of Sexual Offender to Report Insured Vehicle / F-3**
- Count 3 — F.S.S. 817.236 False & Fraudulent Motor Vehicle Insurance Application / F-3**
- Count 4 — F.S.S. 817.234(1)(a)1 False and Fraudulent Insurance Claim Under \$20,000 / F-3**
- Count 5 — F.S.S. 817.034(4)(b)1 Communications Fraud Over \$300 / F-3**
- Count 6 — F.S.S. 817.234(9) Staged Motor Vehicle Crash / F-2**
- Count 7 — F.S.S. 817.234(1)(a)1 False and Fraudulent Insurance Claim Under \$20,000 / F-3**
- Count 8 — F.S.S. 817.034(4)(b)1 Communications Fraud Over \$300 / F-3**
- Count 9 — F.S.S. 817.034(4)(a)3 Organized Scheme to Defraud, Under \$20,000 / F-3**

Detective Michael Warner, herein referred to as your Affiant, is a sworn law enforcement officer with statewide jurisdiction employed by the Florida Department of Financial Services, Division of Investigative & Forensic Services, Bureau of Insurance Fraud. In April of 2011, your Affiant earned a Bachelor of Science degree in criminology. Later that same year, your Affiant completed basic law enforcement training at the Florida Public Safety Institute. Your Affiant has been a sworn law enforcement officer in the State of Florida since February 2014. Your Affiant

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has attended hundreds of hours of advanced/specialized training on topics including, but not limited to, traffic crash investigations, traffic homicide investigations, DUI/drug investigations, criminal investigations, money laundering investigations, insurance fraud schemes, interviews, surveillance, and digital evidence investigations. Additionally, your Affiant has received 135 hours of specialized training from the Division of Investigative & Forensic Services related to economic crime and insurance fraud investigations. Your Affiant serves as an instructor and field training officer for the Division of Investigative & Forensic Services.

This affidavit has been submitted for the limited purpose of developing probable cause for an arrest warrant. All facts discovered during the investigation have not been included. Nearly all recorded statements obtained by your Affiant in the course of this investigation were surreptitiously recorded in accordance with F.S.S. 934.03(2)(c).

Esurance Insurance Company, Policy PAFL-008599580

Count 1: F.S.S. 817.236 False & Fraudulent Motor Vehicle Insurance Application / F-3

On **March 22, 2020**, a motor vehicle insurance application was submitted to Esurance Insurance Company. Your Affiant reviewed this application. The application was insurance coverage for a 2004 Dodge Durango (VIN: 1D4HD48N24F154620) and a 2008 Ford F-250 (VIN:1FTSW20528EA15418) and the address on the policy was within Orlando, Orange County, Florida. The insureds on the policy were listed as Rania Dewitte, the **Defendant's** wife, and an additional driver was added to reflect Jay Dewitte, a known alias of the **Defendant**. Their residential address was listed in Orlando, Orange County, Florida. The policy email address was jd.oakley80@gmail.com, a known email address of the **Defendant** from his sexual offender registrations. The phone number on the policy was 407-808-6573, a known phone number of the **Defendant** from his sexual offender registrations.

The insurance application had a statement printed on it which read, "You have indicated that none of the above vehicles are used to carry persons or property for compensation or a fee, or for retail or wholesale delivery, including but not limited to, the pickup or delivery of goods such as magazines, newspapers, mail or food. You also confirm that none of the above vehicles are owned or leased by a partnership or corporation, leased or rented to others, registered or titled to a business, corporation, partnership or DBA, or driven by an employee. You have indicated that none of the above vehicles are equipped with equipment used to support a business or with special equipment such as snowplowing, cooking, catering, racing equipment, or bathrooms and do not have an altered suspension or hydraulic lift".

Your Affiant reviewed two recorded telephone calls between the Defendant and Esurance Insurance Company.

On **March 22, 2020**, the Defendant called Esurance because his credit card number changed, and he needed to provide a new credit card number. The Defendant identified himself as "Jay," which is the alias the Defendant used on this policy. The Defendant learned his motor vehicle insurance policy canceled on March 10, 2020, so he decided to obtain a new one. The first call was disconnected so the agent called the Defendant back. The Defendant answered the phone,

"Metro-State" and when the agent asks for Jay, the Defendant stated it was him speaking. The Defendant verified his Gmail email address and accepted the terms of the policy online with the agent. The Defendant even stated he was able to log into the online account for the new policy while on the phone with the agent. Based on the information provided, Esurance insured both vehicles under policy number [REDACTED]

A check of the VIN of the Dodge Durango through the Florida Driver and Vehicle Information Database (DAVID) revealed it was registered to Mrs. Dewitte. A check of the VIN of the Ford F-250 revealed it was registered to Metro-State Special Services, Vehicle Protection Unit, which was a funeral escort business. A search of the Florida Division of Corporations revealed that business was, at the time, owned by Jermy Dewiit, a known alias of the **Defendant**.

Your Affiant obtained an statement from an employee of Esurance which stated had the truth been revealed about the sirens, lights, and decals on the vehicles, the insurance policy would not have been issued.

Your Affiant subpoenaed the subscriber records for jd.oakley80@gmail.com. Although there was no name associated with the account, there was a recovery cell phone number listed, which was (407) 808-6573. This cell phone number is the same cell phone number which the **Defendant** listed as his on his sexual offender registrations.

On **December 14, 2020**, your Affiant met with Mrs. Dewitte to interview her regarding this insurance application since she was listed as the named insured, despite the recorded calls of the **Defendant** applying for the policy. At the time, it was believed Mrs. Dewitte was an additional suspect in this case. Mrs. Dewitte informed your Affiant, in a sworn, audio-recorded statement, "My husband [the **Defendant**] takes care of this [the insurance]," and "he [the **Defendant**] is the one that got me the policy," and "I don't know what's going on, he's [the **Defendant**] taking care of my insurance", and "my husband [the **Defendant**] put my name on the policies". Your Affiant directly asked Mrs. Dewitte who applied for the Esurance Insurance Company insurance policy, and she stated, "I didn't apply for any of that, like he put my name in there." When your Affiant asked who it was that used her name, Mrs. Dewitte answered, "my husband".

As a Detective of the Bureau of Insurance Fraud, your Affiant knows it is a common scheme for a Defendant to provide false and misleading application on a motor vehicle insurance application when vehicles used for business are being insured. As commercial motor vehicle insurance is more costly due to the greater risk to the insurer, often times Defendants commit motor vehicle insurance application fraud because they either cannot afford the premiums or hope the false and misleading information submitted on the application will never come to light so they can get away with paying a lower monthly premium.

Count 2: F.S.S. 943.0435(2)(b)3 Sexual Offender Fail to Report Insured Vehicle / F-3

To support this investigation to prove the **Defendant** submitted insurance applications and documents in support of insurance claims, your Affiant requested the **Defendant's** sexual offender registrations for several years from the Orange County Sheriff's Office, including all of 2020, which your Affiant knew would have the **Defendant's** email addresses, telephone numbers, and other personally identifiable information. The **Defendant** was convicted, in Orange County,

Florida, of Lewd or Lascivious Battery (2005-CF-000394-A-O) and as such, is required to register as a sexual offender in accordance with F.S.S. 943.0435.

On **February 28, 2020**, the **Defendant** completed a sexual offender registration with the Orange County Sheriff's Office. On this date, there were 21 vehicles listed on the **Defendant's** sexual offender registration, which the **Defendant** signed. Also included on this registration signed by the **Defendant** was the following statement:

"As a sexual predator (F.S. 775.21) or sexual offender (F.S. 943.0435; 944.607; or 985.4815) I understand that I am required by law to abide by the following:

'Vehicles owned' means any motor vehicle as defined in s. 320.01, which is registered, co-registered, leased, titled, or rented by me; a rented vehicle that I am authorized to drive; or a vehicle for which I am insured as a driver. The term also includes any motor vehicle as defined in s. 320.01, which is registered, co-registered, leased, titled, or rented by a person or persons residing at my permanent residence for 5 or more consecutive days.

I MUST report any changes in vehicles owned within 48 hours in person at the sheriff's office. {F.S. 943.0435(2)(b)3.;775.21(6)(a)1.d.}.

FAILURE TO REPORT THIS INFORMATION WITHIN 48 HOURS IS A THIRD DEGREE FELONY"

It should be noted, the sexual offender registration form signed by the **Defendant** had the above sentence in bold, capital letters, just as it is printed here.

The sexual offender form signed by the **Defendant** had this statement just above his signature, with the same bold, capital letters as printed in this affidavit:

"As a sexual predator (Florida Statute 775.21) or sexual offender (Florida Statute 943.0435, 944.607, or 985.4815), I am required by law to abide by the requirements listed on this form. BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ OR HAVE BEEN READ THE REQUIREMENTS ON THIS FORM, AND THAT I UNDERSTAND THESE REQUIREMENTS. Under penalty of perjury I declare the above is true and correct".

On **March 22, 2020**, the Esurance Insurance Company motor vehicle insurance policy from count one in this affidavit became effective. This motor vehicle insurance policy listed the **Defendant** and his wife as rated operators (insured drivers). This motor vehicle insurance policy insured a 2008 Ford F-250 (VIN 1FTSW20528EA15418).

Despite this vehicle being registered to the **Defendant's** business, Metro State Special Services, Vehicle Protection Unit, since 2018, it was not listed as one of the 21 vehicles on the February 28, 2020 sexual offender registration.

On **April 13, 2020**, the **Defendant** updated his sexual offender registration at the Orange County Sheriff's Office. Despite the same definitions, warnings, and the **Defendant's** signature on the registration stating he understood the requirements and registered all vehicles, the **Defendant**

once again did not register the 2008 Ford F-250 (VIN 1FTSW20528EA15418) which he was insured to drive.

On **May 12, 2020**, the **Defendant** updated his sexual offender registration at the Orange County Sheriff's Office. This time, the **Defendant** added the 2008 Ford F-250 (VIN 1FTSW20528EA15418).

The time period between the **Defendant** becoming an insured driver of this vehicle and when the **Defendant** registered this vehicle on his sexual offender registration was 51 days, well past the two days required by law, and to which the **Defendant** signed a statement indicating he understood he only had two days to report this information.

Permanent General Assurance Corporation, Policy FL5128479

Count 3: F.S.S. 817.236 False & Fraudulent Motor Vehicle Insurance Application / F-3

On **March 29, 2020**, a motor vehicle insurance application was submitted to Permanent General Assurance Corporation, D/B/A The General. Your Affiant reviewed this application. This application was for insurance coverage for a 2012 Dodge Charger (VIN: 2C3CDXAG5CH241031) and a 2011 Dodge Charger (VIN: 2B3CL1CG6BH557532) and a 2010 Dodge Charger (VIN 2B3CA4CV7AH302795) and a 2009 Chevrolet Impala Police Package (VIN 2G1WS57M591311962) and the address on the policy was within Orlando, Orange County, Florida. The named insured and applicant was listed as the **Defendant's** wife. The applicant was listed as a single female who had no other household members. All vehicles were listed as "personal use" and all vehicles were listed as having no prior damage.

Despite being listed as having no prior damage, the **Defendant** filed an insurance claim for collision damage on the 2012 Dodge Charger two year earlier in 2018 (GEICO Insurance Company claim [REDACTED]).

There was also an additional questionnaire included with the application. One question asked, "Are any listed vehicles used to conduct business, or to perform work or occupational requirements? Unacceptable business use for any listed vehicle includes but is not limited to: Operation by or transportation of clients or employees, Delivery of products or services, titled in a company name or provided by an employer, Display of a company logo." The **Defendant** answered "no" to this question. Listed on the application was a statement which read, "Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree."

At the time of this application, the 2010 Dodge Charger was registered to Metro State Special Services and the remaining three vehicles were registered to Metro-State Special Services, Vehicle Protection Unit.

At the time of this application, Metro State Special Services, Vehicle Protection Unit was registered to Jermy Dewiit, a known alias of the **Defendant**.

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The policy email address was jd.oakley80@gmail.com, a known email address of the **Defendant** from his sexual offender registrations. The phone number on the policy was 407-808-6573, a known phone number of the **Defendant** from his sexual offender registrations.

Your Affiant subpoenaed the subscriber records for jd.oakley80@gmail.com. Although there was no name associated with the account, there was a recovery cell phone number listed, which was (407) 808-6573. This cell phone number is the same cell phone number which the Defendant listed as his on his sexual offender registrations.

On **December 14, 2020**, your Affiant met with Mrs. Dewitte to interview her regarding this insurance application as well as another insurance application she was listed on from Esurance Insurance Company. Mrs. Dewitte informed your Affiant the **Defendant** obtained the insurance related to the Esurance Insurance Application. She stated, in part, "I don't know what's going on, he's [the **Defendant**] taking care of my insurance", and "my husband [the **Defendant**] put my name on the policies". When questioned specifically about The General, Mrs. Dewitte informed your Affiant, in a sworn, audio-recorded statement, "I did not put myself on any of this insurance"! When your Affiant showed Mrs. Dewitte which vehicles the insurance policy from The General covered, she stated none were hers.

Your Affiant obtained an affidavit from a representative of The General which stated, in part, The General does not issue insurance policies for commercial motor vehicles and had the truth been provided on the application, the policy would have never been issued.

As a Detective of the Bureau of Insurance Fraud, your Affiant knows it is a common scheme for a Defendant to provide false and misleading application on a motor vehicle insurance application when vehicles used for business are being insured. As commercial motor vehicle insurance is more costly due to the greater risk to the insurer, often times Defendants commit motor vehicle insurance application fraud because they either cannot afford the premiums or hope the false and misleading information submitted on the application will never come to light so they can get away with paying a lower monthly premium.

USAA Insurance Company, Claim [REDACTED]

Count 4: F.S.S. 817.234(1)(a)1 False and Fraudulent Insurance Claim Under \$20,000 / F-3

Count 5: F.S.S. 817.034(4)(b)1 Communications Fraud Over \$300 / F-3

On **May 15, 2020**, a motor vehicle crash occurred in Orlando, Orange County, Florida. The crash report indicated the crash involved a 2009 Chevrolet Impala registered to Metro State Special Services, Vehicle Protection Unit and a 2015 Nissan Rogue. The crash report indicated the Nissan Rogue was insured by Garrison Property and Casualty Insurance Company, a subsidiary of USAA Insurance Company.

Your Affiant obtained the claim file from USAA Insurance Company for this insurance claim.

On **May 18, 2020**, the claim notes indicated Jay Dewitte, a known alias of the **Defendant**, called USAA Insurance Company to initiate an insurance claim. USAA Insurance Company provided a recorded telephone call on this same date in which the **Defendant** identified himself by name and described his account of the crash.

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On **June 4, 2020**, the **Defendant** made another recorded statement to USAA Insurance Company. The **Defendant** stated the other driver did something like a "PIT maneuver" on his Metro State Special Services, Vehicle Protection Unit vehicle, but he was able to recover from it and slowed to a stop. The **Defendant** stated he provided his own dash-camera footage to the Trooper and once the Trooper saw it, he stated "Oop! Yeah! There it is!" and determined the other driver changed lanes into the **Defendant's** vehicle and determined she was at fault. The **Defendant** stated he was able to drive his vehicle away from the crash scene, and no one required any medical attention at the scene. Despite all of his statements, the crash report does not list the **Defendant** as a driver or passenger involved in this crash, and instead listed one of his employees as a driver.

Also included in the claim file were several emails from the **Defendant's** email address, MetroStateVPU@gmail.com, to USAA Insurance Company. Once your Affiant requested this claim file, USAA Insurance Company looked into the metadata from several photographs the **Defendant** submitted in support of this insurance claim.

On **June 7, 2020**, the **Defendant** utilized MetroStateVPU@gmail.com and submitted six photographs of alleged vehicle damage from this crash in support of the claim. The email stated, in part, "Attached are the images of that night. Not the best". USAA Insurance Company utilized a program to review metadata from photographs. Three of the photographs showed no metadata, one was taken around the time of the crash, however two other photographs were taken on July 3, 2017, nearly three years prior to the crash.

Later on **June 7, 2020**, the **Defendant** again utilized MetroStateVPU@gmail.com and submitted seven photographs of alleged vehicle damage from this crash in support of the claim. The email stated, in part, "day time [sic] review of unit [this is the term the **Defendant** used to refer to his marked Metro State Special Services, Vehicle Protection Unit vehicle]". Two photographs showed no metadata but the metadata for the other five photographs revealed they were all taken in 2019 (four from September 23, 2019 and one from June 12, 2019), months prior to this crash.

Later still on **June 7, 2020**, the **Defendant** again utilized MetroStateVPU@gmail.com and submitted seven photographs of alleged vehicle damage from this crash in support of the claim. The email stated in part, "broken or shorted equipment". One photograph showed no metadata, however five were taken in 2019 (on January 6, 2019, two on September 23, 2019, and two on November 4, 2019) and one was taken on July 3, 2017, all prior to this crash.

On **June 16, 2020**, the **Defendant** again utilized MetroStateVPU@gmail.com and submitted an invoice from Audio Excellence, Inc. in the amount of \$1,852.04 for a "4 Man Labor Team" which the **Defendant** stated was to "work to replace and set lights back up". Your Affiant immediately recognized this invoice from another fraudulent insurance claim filed by the **Defendant** in Polk County in which criminal charges are pending with the Polk County State Attorney's Office under DIFS case number 22-3764. The **Defendant** utilized this same invoice to fraudulently obtain money from Amica Mutual Insurance Company in an insurance claim Metro State Special Services was involved in from Polk County in 2018, years prior to this crash occurring. The invoice number was the same on both invoices from both claims. Your Affiant noticed, however, the date was printed on the invoice (February 25, 2018) in the 2018 claim from Polk County, but was removed from the invoice when submitted in support of this claim so it would not be determined this invoice was printed years prior to this crash and insurance claim. In support of the Polk County case, your Affiant met with the author of the invoice who was a store manager at HG2 Emergency Lighting

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(formerly known as Audio Excellence, Inc.). He informed your Affiant this invoice was only an estimate, and no money was ever received from the **Defendant** and this service was never provided, despite the **Defendant** claiming reimbursement in the amount of \$1,852.04 which he claimed he paid to Audio Excellence, Inc.

Based on your Affiant's training and experience as a Detective within the Bureau of Insurance Fraud, your Affiant knows it is common scheme for Defendants to reuse fraudulent invoices in multiple insurance claims across multiple insurance carriers to attempt to inflate the cost of money they are attempting to receive.

Despite the majority of these photographs being taken several months prior to the crash, all of these photographs were submitted by the **Defendant** via MetroStateVPU@gmail.com to show alleged crash damage from a crash which occurred on May 15, 2020. The signature line of each email displayed:

J.Dewitte
Owner of
Metro-State Special Services
Office:407-808-6573 24/7
Email:metrostatevpu@gmail.com
Web Site [sic]:metro-stateservices.net

USAA Insurance Company was unaware at the time of payment these photographs were taken prior to the date of loss, so in addition to the \$2,000.00 for injuries despite not being involved in the crash, the Defendant was also issued a check from USAA Insurance Company for \$7,490.00. The memo line read: Payment under Property Damage Liability Coverage Jay Dewitte, 2009 Chevrolet Impala 4D Police.

The email address metrostatevpu@gmail.com is one the **Defendant** claimed as his own on his sexual offender registrations.

Infinity Insurance Company, Claim [REDACTED]

Count 6: F.S.S. 817.234(9) Staged Motor Vehicle Crash / F-2

Count 7: F.S.S. 817.234(1)(a)1 False and Fraudulent Insurance Claim Under \$20,000 / F-3

Count 8: F.S.S. 817.034(4)(b)1 Communications Fraud Over \$300 / F-3

On **October 11, 2020**, the **Defendant** was involved in another motor vehicle crash in Orlando, Orange County, Florida. The **Defendant** was driving a 2012 Chevrolet Tahoe registered to Metro State Special Services, Vehicle Protection Unit, when it collided with a 2008 Mercedes Benz SUV driven by Shamar Smith.

Later on **October 11, 2020**, the **Defendant** initiated an insurance claim with Mr. Smith's insurance carrier, Infinity Insurance Company, in which he claimed damage to the Metro State Special Services, Vehicle Protection Unit vehicle as well as neck and back pain.

Your Affiant later met with Jennifer Burton, who was a passenger in the **Defendant's** vehicle at the time of crash. and obtained a sworn, audio-recorded statement. Ms. Burton informed your Affiant the crash was not done accidentally, but it was done intentionally. She sated the **Defendant**

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informed her he purposely collided with the other vehicle as it was attempting to go around the **Defendant's** vehicle in a turning lane to cause this crash so he would be able to receive funds from an insurance claim, and to protect the families in the funeral procession the **Defendant** was in traffic with. Your Affiant is unaware why the **Defendant** would believe intentionally ramming into moving vehicles in an active roadway would protect anyone, but as a Detective within the Bureau of Insurance Fraud, your Affiant is well aware of staged crashes and the large settlements participants hope to earn from their participation in a staged crash. Ms. Burton's statement to your Affiant that the **Defendant** purposely collided with another vehicle so insurance money could be earned is in line with the intention of drivers of other staged crash cases your Affiant has investigated and made arrests on.

Your Affiant interviewed the other driver, Shamar Smith, via Zoom at the request of his attorney. During the interview, Mr. Smith informed your Affiant it was his belief the **Defendant** purposely crashed into his vehicle, as the **Defendant** sped up for no reason and then the crash occurred. Due to issues with the recording, your Affiant later met with Mr. Smith in person and obtained a sworn, audio-recorded statement in which he reiterated he believed the **Defendant** purposely collided with his vehicle. He stated when he was changing lanes, there was plenty of room, and as he did so, the **Defendant** accelerated into the rear of his vehicle on purpose. Mr. Smith also stated Mr. Dewitte later received a \$10,000 settlement from Mr. Smith's insurance company, and due to the lies and false statements made by the **Defendant** related to this crash, Mr. Smith now pays a higher monthly premium for insurance coverage.

Your Affiant reviewed the claim file related to this insurance claim from Mr. Smith's insurer, Infinity Insurance Company. On December 4, 2020, a subrogation manager from Infinity Insurance Company contacted the **Defendant** via email and requested documentation of the damages claimed to the **Defendant's** vehicle from the crash.

On December 7, 2020, the **Defendant** wrote an email from metrostatevpu@gmail.com to Infinity Insurance Company in which he stated, "Good morning, We are attaching the images and invoices to this and the following emails. As needed [sic] to provide all documentation for the accident. Thank you and please contact us to finalize this ongoing issue." The signature line of each email displayed:

J.Dewitte
Owner of
Metro-State Special Services
Office:407-808-6573 24/7
Email:metrostatevpu@gmail.com
Web Site [sic]:metro-stateservices.net

On December 7, 2020, the **Defendant** wrote an email from metrostatevpu@gmail.com to Infinity Insurance Company in which he stated, "All together [sic], the unit requirements to be put back in road [sic] with replaced equipment and lights as well as bumper and new stickers was over the 10k. Limit [sic] you advised he had. However we will work with that and move forward as to the fact the truck has been off the road and costing us money on down time [sic] and everything else". In support of this insurance claim, the **Defendant** sent several other emails between December 7, 2020 and December 15, 2020. All of the emails were from metrostatevpu@gmail.com, which was one the email addresses the **Defendant** listed as his own on his sexual offender registrations. Several of those emails included invoices and photographs for alleged costs incurred by the

Defendant to repair his vehicle from the crash. All of the emails had the same signature line, which was:

J.Dewitte
Owner of
Metro-State Special Services
Office:407-808-6573 24/7
Email:metrostatevpu@gmail.com
Web Site [sic]:metro-stateservices.net

Your Affiant observed four invoices sent from the **Defendant** to Infinity Insurance Company in support of this claim were also sent by the **Defendant** to USAA Insurance Company in support of another insurance claim (counts four and five of this affidavit) from a crash in May of 2020, five months prior to this crash. The **Defendant** submitted the same Audio Excellence invoice for \$1,852.04 which the **Defendant** submitted in the USAA Insurance Company claim and from an insurance claim the **Defendant** was involved in within Polk County, in which criminal charges are pending with the Polk County State Attorney's Office (DIFS case number 22-3764). This use was the third time the **Defendant** submitted this particular invoice to inflate the costs the **Defendant** claimed he was entitled to after a crash. Just like in the claim from USAA Insurance Company, the date of this invoice was removed.

Your Affiant also observed two SirenNet.com invoices submitted by the for \$563.50 and \$215.24 which were submitted in support of this claim and the **Defendant's** USAA Insurance Company claim, despite the crashes occurring five months apart and involving different Metro State Special Services, Vehicle Protection Unit vehicles.

Your Affiant also observed an invoice submitted by the **Defendant** from HG2 Emergency Lighting (formerly known as Audio Excellence, Inc.) for \$455.80 which was submitted in support of this claim and the **Defendant's** USAA Insurance Company claim, despite the crashes occurring five months apart and involving different Metro State Special Services, Vehicle Protection Unit vehicles.

Your Affiant also observed an invoice submitted by the **Defendant** from Wired For Less for \$852.00 which was submitted in support of this claim and the **Defendant's** USAA Insurance Company claim, despite the crashes occurring five months apart and involving different Metro State Special Services, Vehicle Protection Unit vehicles.

Your Affiant also observed an invoice submitted by the **Defendant** in support of this insurance claim from Audio Excellence for \$13,716.27 which included several items specifically for motorcycles. Although the **Defendant** did have several motorcycles in use for his business, this crash involved a Metro State Special Services, Vehicle Protection Unit Chevrolet Tahoe, so there was no legitimate reason the **Defendant** should have been claiming motorcycle parts for replacement.

Your Affiant also observed four photographs submitted by the **Defendant** in support of this insurance claim which alleged to show damage to the Metro State Special Services, Vehicle Protection Unit Chevrolet Tahoe involved in this crash. These four photographs, however, were also submitted by the **Defendant** in support of the USAA Insurance Company insurance claim.

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USAA Insurance Company checked the metadata on the photographs, and discovered they were all taken in 2019, the year prior to this crash.

Based on your Affiant's training and experience as a Detective within the Bureau of Insurance Fraud, your Affiant knows it is common scheme for Defendants to reuse fraudulent invoices and/or reuse photographs in multiple insurance claims across multiple insurance carriers to attempt to inflate the cost of money they are attempting to receive.

On **December 15, 2020**, the **Defendant** wrote an email from metrostatevp@gmail.com to Infinity Insurance Company in which he stated, "Good morning, Attached is the release you needed signed. Please email us or call once check is cut and mailed, so we are able to keep an eye for its arrival.

Metro-State Special Services
1718 acme st [sic]
Orlando fl. [sic] 32805

Thank you for your timely actions in this matter. That Tahoe was just added to our fleet, it was for years the owners [sic] personal truck. Now its [sic] one of the road units. Anyhow again thank you for quick actions in this matter".

Your Affiant observed the attached release in which the **Defendant's** business, Metro State Special Services, Vehicle Protection Unit, agreed to accept \$10,000.00 from Infinity Insurance Company in exchange for the business and the **Defendant** releasing Mr. Smith from any and all damage claims.

On **December 15, 2020**, your Affiant observed the claim file notes from Infinity Insurance Company indicated they received the release and were issuing payment to the **Defendant** for \$10,000.00.

Count 9: F.S.S. 812.034 (4)(a)3 Organized Scheme to Defraud, Under \$20,000 / F-3

From March 22, 2020, to December 15, 2020, the **Defendant** engaged in a systematic, ongoing course of conduct with intent to defraud several auto insurance companies by false or fraudulent pretenses and representations. The **Defendant** submitted false and fraudulent motor vehicle insurance applications to pay a lower insurance premium, the **Defendant** submitted the same photographs and invoices to insurance carriers, in each insurance claim claiming the invoices and photographs related to that specific claim, and the **Defendant** intentionally caused a crash in order to obtain insurance proceeds. The **Defendant** received insurance settlements from these claims which he would not have otherwise been entitled to had he been truthful as to the facts of loss and damage sustained.

WHEREFORE, your Affiant prays that a warrant be issued commanding the Director of the State of Florida Department of Financial Services, Division of Investigative & Forensic Services, or any of his duly authorized Law Enforcement Detectives, and all Sheriffs or any of their duly authorized

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Deputies to arrest Jeremy Charles Dewitte and bring him before the Court so that he may be dealt with according to law.

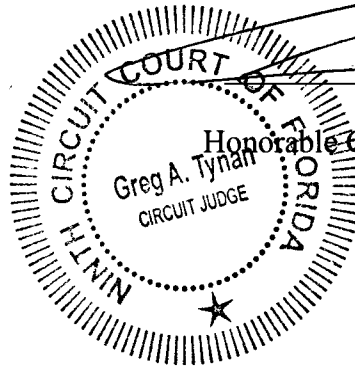
Det Michael Warner #00452

AFFIANT

Michael Warner
Law Enforcement Detective
State of Florida
Department of Financial Services
Division of Investigative & Forensic Services
Bureau of Insurance Fraud

SWORN TO AND SUBSCRIBED before me in Orlando, Orange County, Florida, this 17th Day of January 2023, by Detective Michael Warner #00452 who produced law enforcement credentials with photograph as identification.

[Signature]
HONORABLE GREG TYNAN, CIRCUIT COURT JUDGE
NINTH JUDICIAL CIRCUIT OF FLORIDA



Court Case Number _____