

18CE 12/34

ARREST / NOTICE TO APPEAR
Juvenile Referral Report

1. Arrest 3. Request For Warrant 2. N.T.A. 4. Request For Capias 3 Juvenile N

OBTS Number Agency ORI Number FLO 5 0 0 0 0 Agency Name PALM BEACH COUNTY SHERIFF'S OFFICE Agency Report Number 06 17-058827

Type: 1. Felony 2. Traffic Felony 3. Misdemeanor 4. Traffic Misdemeanor 5. Ordinance 6. Other If Weapon Seized Enter Type Multiple Clearance Indicator 0 1

Location of Arrest (Including Name of Business) Location of Offense (Including Name of Business)

Date of Arrest Time of Arrest Booking Date Booking Time Jail Date Jail Time Location of Vehicle

Name (Last, First, Middle) Simons Barbara Yvette Alias (Name, DOB, Soc. Sec. #, Etc.)

Race W - White I - American Indian B - Black O - Oriental/Asian Sex f Date of Birth 03/18/48 Height 5'5" Weight 160 Eye Color hazel Hair Color blonde Complexion light Build med

Scars, Marks, Tattoos, Unique Physical Features (Location, Type, Description) Marital Status Religion Indication of Alcohol Influence Drug Influence Y N Unk

Local Address (Street, Apt. Number) 330 NW 67th St #107 City Boca Raton State FL Zip 33487 Phone Residence Type 1. City 2. County 3. Florida 4. Out of State 1

Permanent Address (Street, Apt. Number) City State Zip Phone Address Source DAVID

Business Address (Street, Apt. Number) City State Zip Phone Occupation Self-Employed

D/L Number, State 5552-079-48-598-0 Social Security Number INS Number Place of Birth New York Citizenship US

Co-Defendant Name (Last, First, Middle) Race Sex Date of Birth 1. Arrested 2. At Large 3. Felony 4. Misdemeanor 5. Juvenile

Co-Defendant Name (Last, First, Middle) Race Sex Date of Birth 1. Arrested 2. At Large 3. Felony 4. Misdemeanor 5. Juvenile

Parent Legal Guardian Other Name (Last, First, Middle) Phone

Address (Street, Apt. No.) City State Zip Business Phone

Notified By (Name) Date Time Juvenile Disposition: 1. Handled/Processed within Dept. and Released 2. TOT HRS/DYS 3. Incarcerated

Released To (Name) Relationship Date Time

Address was provided by defendant and/or defendant's parents. The child and/or parent was told the Juvenile Court Clerk's Office (Phone 561 355-2526) informed of any address change by (Name) No (Reason) School Attended Grade

Property Crime? Yes No Description of Property Value of Property

Drug Activity N N/A P. Possess S. Sell B. Buy T. Traffic R. Smuggle D. Deliver E. Use K. Dispense/Distribute M. Manufacture/Produce/Cultivate Z. Other Drug Type N N/A A. Amphetamine B. Barbiturate C. Cocaine E. Heroin H. Hallucinogen M. Marijuana P. Paraphernalia/Equipment U. Unknown Z. Other

Charge Description Organized Fraud Counts 1 Domestic Violence Y X Statute Violation Number FSS 817.034(4a2) Violation or ORD. #

Drug Activity N Drug Type N Amount/Unit N/A Offense # 17-058827 Warrant/Capias Number Bond

Charge Description Counts Domestic Violence Y N Statute Violation Number Violation or ORD. #

Drug Activity Drug Type Amount/Unit Offense # Warrant/Capias Number Bond

Charge Description Counts Domestic Violence Y N Statute Violation Number Violation or ORD. #

Drug Activity Drug Type Amount/Unit Offense # Warrant/Capias Number Bond

Charge Description Counts Domestic Violence Y N Statute Violation Number Violation or ORD. #

Drug Activity Drug Type Amount/Unit Offense # Warrant/Capias Number Bond

Location (Court, Address, Room Number)

Court Date and Time Month Day Year Time AM PM

I AGREE TO APPEAR AT THE ABOVE TIME AND PLACE DESIGNATED TO ANSWER THE OFFENSE CHARGED OR TO PAY THE FINE SUBSCRIBED. I UNDERSTAND THAT I SHOULD WILLFULLY FAIL TO APPEAR BEFORE THE COURT AS REQUIRED BY THIS NOTICE TO APPEAR, THAT I MAY BE HELD IN CONTEMPT OF COURT AND A WARRANT FOR MY ARREST SHALL BE ISSUED.

Signature of Defendant (or Juvenile and Parent/Custodian) Date Signed

HOLD for Other Agency Signature of Arresting Officer Detective L. Nielsen ID # 8485 Name Verification (Printed by Arrestee) (PRINT)

Dangerous Resisted Arrest Suicidal Other Intake Deputy ID # Pouch # Transporting Officer ID # Agency

OBTS Number		PROBABLE CAUSE AFFIDAVIT				1. Arrest 2. N.T.A. 3. Request for Warrant 4. Request for Capias	3	Juvenile	N
Agency ORI Number FLO 5 0 0 0 0 0		Agency Name PALM BEACH COUNTY SHERIFF'S OFFICE			Agency Report Number 06 - 17058827				
Charge Type: <input checked="" type="checkbox"/> 1. Felony <input type="checkbox"/> 3. Misdemeanor <input type="checkbox"/> 5. Ordinance Check as many <input type="checkbox"/> 2. Traffic Felony <input type="checkbox"/> 4. Traffic Misdemeanor <input type="checkbox"/> 6. Other as apply.						Special Notes:			
Defendant's Name (Last, First, Middle) Simons, Barbara Yvette						Race w	Sex f	Date of Birth 03/18/48	
Charge Description Organized Fraud / FSS 817.034(4a2)			Charge Description						
Charge Description			Charge Description						
Victim's Name (Last, First, Middle) Schack, Kenneth						Race w	Sex m	Date of Birth 08/07/47	
Victim's Local Address (Street, Apt. Number) 17054 Royal Cove Way		(City) Boca Raton	(State) FL	(Zip) 33496	Phone 516-384-4238	Address Source VERBAL / PAPA			
Victim's Business Address (Name, Street)		(City)	(State)	(Zip)	Phone	Occupation			
The undersigned certifies and swears that he/she has just and reasonable grounds to believe, and does believe that the above named Defendant committed the following violation of law. The Person taken into custody...									
<input type="checkbox"/> committed the below acts in my presence.			<input type="checkbox"/> was observed by _____ who told _____ that he/she saw the arrested person commit the below acts.						
<input type="checkbox"/> confessed to _____ admitting to the below facts.			<input checked="" type="checkbox"/> was found to have committed the below acts, resulting from my (described) investigation.						
On the _____ day of _____, 200_____ at _____ <input type="checkbox"/> A.M. <input type="checkbox"/> P.M. (Specifically include facts constituting cause for arrest).									

NARRATIVE:

On 04/24/17, I was assigned this case for follow up investigation. The complainant, Kenneth Schack, reported that he, and his wife Marcia, contracted the suspect, Barbara Simons, owner of Simons Design Group, to complete a design project for their home located at 17054 Royal Cove Way in Boca Raton in Palm Beach County. They knew Simons because Marcia Schack was friends with Simons' sister. They were also having Simons complete design related work on a home that the Schacks' own in New York.

For their house located at 17054 Royal Cove Way in Boca Raton, they hired Simons for what they called a two-phase project. The first phase of the project was one in which Simons was supposed to complete a design plan for them, which they said Simons did complete. They paid her a total of \$10,000 for this plan. They are not contesting this part of the project.

For the second phase of the project, Simons was to work with the Schacks to help pick out furnishings, fixtures, and other decorative and functional design pieces for their home. Simons was to order these pieces from different companies that only deal with people in the design trade. She was to have the pieces delivered and be there to oversee their installation.

The Schacks alleged that Simons issued them fraudulent invoices, on her company letterhead. In some cases Simons requested payment in full and in some cases a 50% deposit and then the balance to be paid before the merchandise was delivered. The

NARRATIVE CONTINUATION

Schacks paid Simons by check from their Chase Bank account as they were invoiced by Simons, however, did not receive the merchandise that they paid Simons to purchase and deliver. Simons did deposit the Schacks' checks into her bank account at First National Bank of Long Island.

When they would question Simons about their merchandise she would offer them excuses as to why the merchandise deliveries were delayed. She was unable to produce actual purchase orders from the companies that she was supposed to have ordered the merchandise from when requested by the Schacks.

On 04/26/17, I arrived at 17054 Royal Cove Way Boca Raton FL 33496 and met with Ken and Marcia Schack. I obtained a sworn taped statement from them. The following is a summary of that statement and not intended to be a verbatim account. For a verbatim account, please see the copy of this statement that was submitted to PBSO evidence.

Both Kenneth and Marcia Schack were present. I asked both Kenneth and Marcia to tell me about this incident that prompted them to make a report to PBSO.

Marcia told me that they had a relationship with Barbara Simons in which she was supposed to provide them with merchandise that they ordered from her. She continued saying that Simons provided them with phony invoices for orders, took their money, cashed their checks, told them the merchandise was in and they were required to pay the balance due on the orders. She continued saying that it took them a while to figure out that the merchandise was never ordered. Marcia said that this is not a delivery issue this is an issue of Simons never ordering the merchandise in question. She continued saying that the merchandise in question was for their home in Boca Raton and stated that Simons advertises that she has legitimate business in Florida. She continued explaining that because of that, she and Ken thought they should call PBSO to investigate.

I asked Ken and Marcia how they met Simons, how they know Simons, and how they decided to have her do work at their house. Marcia responded saying that Simons is the sister of a good friend of hers. Marcia said that she has seen her work at her friend's house, who is Simons' sister. She continued saying that they had a relationship and Simons had been to her house for holidays. She said that she is referring to their home in New York and that is where they originally met Simons. Marcia said that Simons has been to their house in Boca Raton also.

Marcia said that they hired Simons to do "this project" and that the project "has two parts to it". She said that the first part of the plan was for Simons to draw out the plans for the new design of their home in Boca Raton as far as furniture, tile, cabinets, etc. Marcia said that they paid Simons for that in February of 2013 and August of 2013. She said that they paid Simons in two deposits. Marcia and Ken told me that it was a

NARRATIVE CONTINUATION

\$5,000 deposit at each of those times that totaled \$10,000. They said that fee was solely for designing. They said part of that was for her to meet with contractors and determine layouts that would assist with the design. Both Ken and Marcia told me that they were satisfied with that part of the process and that she did provide them with a design as promised. They are not disputing that part of the process or the \$10,000 paid to Simons for it.

Marcia continued saying that part two of the project was to work together with Simons to make purchase orders such as light fixtures, tables, chairs, fabrics, "the actual hard merchandise, anything that furnishes your home". Marcia said that the merchandise was supposed to be sold to her at Simons cost and then Simons adds a 25% commission. Marcia said that is what is written in the contract that they have with Simons. Marcia said that Simons was supposed to supply them with a purchase order to any merchandise ordered. She continued saying that this purchase order would reflect the vendor that she ordered the merchandise from and what the merchandise was. Marcia said that they asked Simons constantly for that but "couldn't get it". Simons then told Ken and Marcia that "in the end" she would provide them with a portfolio with all of the purchase orders. Ken and Marcia made it clear that the contract reads that she was to provide the purchase orders as she makes the purchases and Simons is the one who decided to tell them that she would just provide them all at the end. This is not what they originally agreed to.

Marcia said that Simons would provide her with a phony invoice for merchandise purchased but these invoices were on Simons Design Group LTD letterhead, not from the company where the merchandise was would be purchased from. The invoices were for Ken and Marcia to pay the deposit to initiate the order and then the balance to complete the order. Ken and Marcia paid but did not receive any merchandise. Ken said that Simons told he and Marcia that the items were not shipped to them because she did not want them at their house during the construction project because her experience was that there was a tendency for things to get broken or lost if they were on the construction site at the wrong time.

Ken said that as the construction on their house progressed and got towards the end and they were ready for the merchandise that Simons was supposed to have ordered for them, they told Simons that they needed the merchandise but did not receive it. Ken said that this happened with "item after item after item" and Simons always had an excuse and was always blaming someone else for the merchandise not being there. Ken said that he and Marcia began doing their own investigation and learned that Simons has been doing this for twenty years. Ken said that they came across at least a half dozen people that Simons had done business with recently and took their money and even someone who Simons had done this to twenty years ago. Ken said that this came from him and Marcia investigating on their own.

NARRATIVE CONTINUATION

Ken said that Marcia has a close friend who they referred Simons to. Marcia was doing a job in which she hired Simons to provide her with custom made cabinetry for her library and paid her \$20,000 and was not able to get her cabinetry from Simons.

Marcia said that after her friend told her that story, she came home and said to Ken, "I think she is stealing from us". Marcia said that she talked more to her friend about it and they discovered it was the "same M.O."

Ken said that at that point they suggested to their friend to call the cabinet maker directly in NY to find out why she didn't have the cabinets yet and she called and found out that the order had never been placed. Ken said that when their friend in NY told him and Marcia that, they knew exactly what was going on.

I asked Ken about the contract and he replied to me by saying that he is very particular about what he signs but didn't pay close enough attention to this because Marcia was handling it and she had a personal relationship with Simons. He said that when I go through the contract, I will see that it is convoluted. He said that there are two places where it was signed and Simons used that for her scam and she portrayed herself as being very bad with paperwork and very disorganized with paperwork but Simons would call herself a great designer. He said that Simons portrayal of herself as being bad with paperwork and not having her paperwork together would be part of the excuse that she would use when he and Marcia asked for things from Simons.

As an example Ken said that when Simons would come to their residence she would always be carrying a stack of paperwork "about 3 inches high". Ken continued saying that when he or Marcia asked for something from her she would start looking through the paperwork and pretending that she couldn't find it. Ken said that she could never find anything. Ken said that he and Marcia thought that it was because Simons was disorganized as she previously told them but looking back they see that it was all a part of her scam and she used it as a distraction.

Ken said that he once had a meeting with Simons where he was going to "pin her ears back" because he knew that she was scamming them and he said he felt prepared to confront her but he wasn't able to because he feels that she had "been at that meeting before" with other people and knew how to deal with him. He said that he didn't know how to deal with her because he is honest and she is not.

For clarification, I asked them if phase one of the project, the design phase, and phase two where she was to purchase the merchandise was part of the same entity or separate from each other. Ken and Marcia both said that phase one and phase two were separate from each other.

I asked Ken and Marcia when they started the purchase orders for phase two. I asked them for a date. Ken said that it was fourteen months after he gave Simons the first check that he received the contract from her. Ken said that Simons didn't want a

NARRATIVE CONTINUATION

contract but he was insistent. He said that he feels if he wasn't insistent that he would have never received a contract from her.

Ken said that the first check he gave her as in February of 2013 for the design phase. I clarified with him that I wanted to know about phase 2.

Ken said that he first paid Simons in September of 2013 for the purchase of the kitchen chairs. He said that he gave her a check for \$6,030 to initiate the order because the chairs were custom made. Ken said that he and Marcia signed the contract with her "right here where we are sitting" at their residence in Boca Raton in April of 2014. Ken and Marcia both said that they had been asking for the contract since February of 2013 but Simons kept stalling. Ken and Marcia said that they paid her to order merchandise prior to getting the contract and then after the contract they paid Simons for more items.

I asked Ken to clarify from a timeline that I was looking at while speaking with them that this spanned from February of 2013 to about April of 2015. Ken looked at it as well and said that was correct. Ken said that April 25th 2015 was the day that he and Marcia confronted Simons about their concerns. He said that was in New York. Marcia said "we never gave her another dime after that".

I asked Ken if he sent her a certified demand letter yet. He said that he did. Ken said that he and Marcia sent Simons two demand letters that they would make me copies of and they have texts. Marcia said that the letters were sent by FedEx. I asked if they had the confirmations that they were sent. They said they did and they would get me a copy. Ken said that he and Marcia met with Simons at the end of April at their home in New York. He said that Simons didn't have them and that she told them that she would get the purchase orders for them in a few days. Ken said that he felt it was apparent to Simons at that meeting that he and Marcia had figured out her scheme. He continued saying that was the meeting he previously referred to that he was going to "pin her ears back" but he wasn't able to because she was such a pro at "bobbing and weaving". Ken said he backed off and asked for the purchase orders and that's when Simons said that she would provide them in a few days. Ken said that Simons did not provide the purchase orders in the time that she said she would so he and Marcia began to send her emails requesting them. Ken said that the emailing with Simons went on for over three months. Ken said that he has a "trail of emails to her and back from her" of her stalling and delaying giving them the purchase orders. Ken said that after a while it became obvious to he and Marcia that they weren't going to get the purchase orders because they didn't exist.

Marcia read the emails to me at this time. In the emails they demanded that Simons return their money to them multiple times. Simons kept replying to their emails with

NARRATIVE CONTINUATION

reasons why she didn't have the purchase orders ready yet and saying that she was working on putting them together. Ken said that Simons "had the nerve towards the end to say that" he and Marcia "owed her money".

Ken said that this is a "prime example" of how she did business the entire time. She would constantly make excuses for why merchandise had not arrived.

Marcia was reading more emails to me at this time even through the end of July of she and Ken asking Simons for the purchase orders and their money back and Simons making excuses for why she didn't have them ready yet. At one point Marcia read where Simons told her that she was going through "over two thousand pages of documents" related to their project and her preliminary findings showed that Ken and Marcia owed her money. Ken and Marcia said that they did not owe her any money and that was part of Simons' scam.

I was reviewing documents that I had that were related to this investigation. Ken told me that New York and Florida were both included on the timeline of purchases made and New York was not an issue. He told me to only look at the things that were highlighted in yellow. Ken said that he highlighted the items that she scammed him and Marcia with.

There were items listed that Ken and Marcia paid for and Simons did send. I asked them about those things and Marcia said that yes she did send some things and others were sent partially complete. Marcia said, for example, that she ordered fabric for the kitchen chairs and Simons only sent part of what they ordered.

I asked about a flooring purchase that they paid for and was listed in the documentation for flooring for their kitchen; specifically an order from 05/28/14 for \$6850 with check #2266. I asked if they placed that order with Simons and she did order it, have it delivered to them, and it was installed. Ken said that yes it was but they had to rip it out two days later because it was not installed correctly. Ken said that the floor was installed by a subcontractor of his general contractor. Ken said that Simons needed to purchase certain things for them although she didn't purchase others. He said that she needed to do this to keep her scam going or they would have been aware of it earlier. Ken said that the kitchen floor is a perfect example of this because the kitchen floor had to be installed before anything else was installed. Ken reiterated that she had to deliver the kitchen floor or else they would have caught on a lot sooner. Ken said that she had to deliver on certain things and compared what Simons did to a "Ponzi Scheme".

Also asked her about cabinet hardware that I saw ordered. I asked if Simons came over to put the hinges on once they arrived at the Schacks' residence. Ken said that

NARRATIVE CONTINUATION

Simons did not install them they were put on by a contractor. Ken again called what Simons did a "Ponzi Scheme" and said that Simons "perpetuated the scheme" by giving them a little bit. Marcia made another example of the bathroom tile that Simons did deliver. She said that Simons had to deliver on that because the contractor was waiting for it. I asked if the contractor had any relation to Simons, both Ken and Marcia said no. They said that he just had some communication with her throughout the process.

I asked them if Simons supervised the installation of anything at their house. Ken read parts of her contract to me and said, for example, that it said "Barbara Simons will be on site for cabinet installation". Ken said that she was not present. He read another part to me that said "Barbara Simons will be present for counter installation". Ken said that she was not present. He read another part that said "Designer will be present while all flooring and surface materials are being installed to insure they are installed correctly". Ken said that she was not present.

Marcia said that, in example, she ordered tile for the bathroom but way too much of it. Marcia said that she believes that Simons ordered so much because it increases her fee because she gets commission in the form of a percentage of the purchase price. I asked for clarification purposes if Simons ordered more tile than she needed for the bathroom. Both Ken and Marcia said "oh yeah". Ken explained it that the tile for the bathroom was supposed to come up to waist height and the rest was supposed to be painted but they ended up tiling all the way up the wall because they had that much and didn't want to waste it and had tile left over.

Marcia said that Simons "teases you with stuff and then she calls herself the best ever and the rest she steals".

I asked for a brief summary of what Simons was supposed to do for them and Ken explained that they added an addition on to their home that extended from their kitchen back and also made their kitchen bigger. Ken said that "the scope of the work was the kitchen, the laundry room, an office, a bedroom, and a bathroom". For clarification, I asked if Simons was only responsible for purchasing the materials going into those rooms, the design that would utilize that material, the layout, and having those materials delivered to their house. Ken said "yes".

Marcia said that some of the things in the kitchen they purchased on their own because they paid Simons for them but they never received them. Some examples of this were the cabinetry, the marble, and the appliances. Ken then said that Simons still made a very large commission on the cabinetry because even though they paid the cabinetry people directly that Simons was entitled to a commission per her contract which ended up being about fourteen thousand dollars.

NARRATIVE CONTINUATION

I asked if Simons gave an estimated date that her work would be completed. Ken said that the items that they paid for both as a deposit and a balance due did not get delivered because Simons said that she did not want to deliver them while the construction was going on, as he said earlier, because she was afraid they would get lost or damaged but he said that Simons told them she would have the items for him and Marcia as soon as they needed them.

Ken gave me the example of the light fixtures in the kitchen and said that Simons would tell them there would be a sixteen week lead time on some items purchased so they ordered those months in advance and had to pay in full and the sixteen weeks would pass and they items were not delivered. I asked Marcia if Simons ever had any items to be paid upon delivery and she said no and said that vendors won't deliver unless an item is paid in full.

Marcia gave the example of the light fixtures again and said that she would call Simons about the light fixtures and ask when they would be in because the electrician was waiting to put them in. Marcia said that Simons would reply to her that they would be in by the end of the week. Marcia then said that "sometime in-between" Simons would call her and said something like "you know I was thinking about that light fixture I think that we should change the color of I'm going to call them to see how long it will delay the job" and that Simons would change the color of the light fixture from brown to red and then blame the delay for delivery on Ken and Marcia because of the change that was made that she suggested in the first place.

Marcia said that Simons can't blame them for the item being late because she can't change an item and have that change stall the delivery of that item if the item was never ordered in the first place.

I asked Ken and Marcia if they knew that Simons was or was not a licensed to do business prior to hiring her. They said no and said that it never came up. I asked them if they knew anyone that she had done business with and was satisfied with her work prior to hiring her. They said they did not and she was just a friend of a friend; Marcia's friend's sister.

I asked if they are perusing civil litigation against her and Ken said no they are not because as part of their investigations in New York they found that Simons had been sued civilly many times and that she was "pretty much judgment proof" because they knew people who got judgments against her and they didn't get their money.

Ken said that Simons used to live in the town next to them in New York and then she moved down to Boca Raton. Ken said that is one of the reasons that they stepped forward in Palm Beach County. Ken said that they learned that the house Simons

NARRATIVE CONTINUATION

owned in Huntington New York which Simmons sold at the end of 2016 was in foreclosure since 2010.

I asked Ken and Marcia if they had had face-to-face meetings with Simons in the past. I produced a photo of Simons and showed it to Ken and Marcia and asked them if they recognized that person. They both said immediately that it was her and both dated and initialed the photo. They clarified that is the designer Barbara Simons. They positively identified her as the subject in that photo.

I asked Ken and Marcia if they had contacted the Department of Business and Professional Regulation or the Construction Industry Licensing Board and made a complaint yet. Ken said that they had not even thought about that.

Ken said that their goal in all of this is to have Simons prosecuted for what she did to them and other people and now that she is living in Palm Beach County their goal is to get her stopped so she doesn't scam anyone else.

Marcia showed me a paper and said that it was Simons' "phony invoice" for chairs. She said "not only did we pay her for chairs but we also paid her design fee on top of it". Marcia said that she is only supposed to get that upon delivery but they paid her in full. Marcia continued saying "by the time we were through she not only took all of the money for the merchandise but she also took a design fee on top of it, sales tax, and in some instances carton and shipping charges".

They brought up the point that they are sure that she wasn't paying any sales tax to Florida. Ken said the way he understands it is that she collected sales tax for the State of Florida and has a legal obligation to give it to them.

At this time, Ken was describing the paperwork that he was providing me with. Relevant information from this paperwork will be documented in an additional supplement to this report.

Marcia again made an example of the chairs that they paid Simons for in 2013 and even in 2015 still had not received but said that Simons would keep delaying and making excuses for those delays.

I asked Ken and Marcia why, if these issues spanned 2013 to 2015 why they waited until now to call law enforcement. Ken replied to me by saying that they started pursuing her in New York and that is actually still on going. Ken said that once she moved down to Palm Beach County they decided to also pursue it here.

NARRATIVE CONTINUATION

Ken also mentioned that Simons would invoice them for her traveling to Florida from New York. Ken said that on that last day in April when she met with them in New York she brought with her three or four invoices. She said that one of the invoices was for her travel expenses. Ken said that she is so good of a con artist that she convinced them to give her the check for her travel expenses even though they were "99% sure" that she had scammed them.

Ken said that they were too nice to her. He even saw once when she undercharged them for something on accident and he paid her the difference to make up for it. He said that she added one of her invoices wrong and it was one thousand dollars short so Ken said that he told her of her mistake and paid her the thousand dollars.

I asked Ken and Marcia if they had anything else to add. Marcia said that "basically it's clear cut". She said that the invoices that I have are for merchandise that she and Ken paid Simons for but was never ordered. Marcia continued to say that every single one of the vendors said that Simons never ordered the merchandise. Ken said that some of the checks were mailed to her in New York and some were handed to her when she was in Florida two or three times.

I asked Ken and Marcia again to explain to me if there was any merchandise that Simons did deliver on and did come to their house and do what she said that she was going to do. Ken went over the list that he provided me with and described it to me. He mentioned a game table and said that was already here. He said that she never came for the kitchen floor. He said that she was not here to oversee the installation of the kitchen hardware. He said that the laundry she was not here. He said that the guest bathroom and tile was something she was not here for initially but she came after it was installed because it was not installed correctly. Marcia said that the problem was that she "specked out" a faucet on the wall but never told the tile installers or the plumber that it was supposed to be there so they tiled over the entire wall. Marcia said that she had to call Simons about it because she wasn't there to oversee it.

Marcia said for example she would meet the electrician at the house and tell him that she wanted the electrical box in a certain spot but then not order the light fixture that she invoiced her and Ken for and was supposed to order that would have hooked up to that electrical box.

For clarification, I asked Ken and Marcia if Simons talking to the electrician at their home was included in the original design fees in phase one. They said that it was. Marcia and Ken said that Simons is very good at what she does and she will pretend that she can't walk and she is a compulsive liar. Ken said that one of the people in New York with a judgment against Simons took her to court and she walked into court with a Neck Brace and a walker even though there is nothing wrong with her.

NARRATIVE CONTINUATION

Ken said that, if it comes to it, and I call her into my office to speak with her he guarantees that she will come into my office with a neck brace and a walker. I concluded the statement at this time.

The eight companies that Simons was supposed to purchase merchandise for the Schacks from are listed below:

1. Artistic Frame – 979 Third Ave, 17th Floor, New York, NY 10022
2. Fancy Fixtures – 200 Robbins Lane, Jericho, NY 11753
3. Dana Creath – 300 North Newport Blvd, Newport Beach, CA 92663
4. Nottinghill – PO Box 1376, Lake Geneva, WI 53147
5. Riverhead Building Supply – 250 David Court, Calverton, NY 11933
6. Old Biscayne Design – 123 Industrial Blvd, Americus, GA 31719
7. Visual Comfort – 22008 North Berwick Dr, Houston, TX 77095
8. Kravet, Inc – 225 Central Ave S, Bethpage, NY 11714

See the below detail of company names, related to merchandise that was supposed to be purchased, Simons' invoice number, amount of the check(s) paid to Simons by the Schacks and the amount disputed by the Schacks:

Date	Amount	Check #	Disputed	Company(ies)
2/11/13	\$8,468.00	2179	\$6,030	Artistic Frame
Simons' invoice #090913; Kitchen Chairs initial deposit				

7/3/14	\$2,881.00	2510	\$2,881	Dana Creath
Simons invoice #070114; Chandelier for Kitchen Dining Area				

6/18/14	\$4,962.00	2269	\$3,712	Old Biscayne
Simons invoice #061614; Old Biscayne Custom Dining Table				

7/16/14	\$3,841.00	2274	\$3,841	Dana Creath
Simons invoice #071614; Additional Light Fixtures				

10/13/14	\$1,945.00	2285	\$1,945	Visual Comfort and Notting Hill
----------	------------	------	---------	------------------------------------

12/6/14	\$1,000.00	2292	\$150	Balance for #2285
---------	------------	------	-------	-------------------

I cannot discern the items that were and were not actually ordered based on information provide concerning Notting Hill. However, below I confirm that \$1,312 of check #2285 was paid to Simons for invoice #101214 to purchase Sconces from Visual Comfort that were never ordered by Simons.

2/11/14	\$7,863.00	2294	\$7,863	Fancy Fixtures
Simons invoice #121214; Bathroom Vanity and Medicine Cabinet				

NARRATIVE CONTINUATION

12/11/14 \$3,698.00 2295 \$3,698 Dana Creath
Simons invoice #s 12124A + 070114: Light Fixtures

1/19/15 \$10,158.00 2316 \$10,158 Riverhead Building Supp
Simons invoice #12815; Rocky Mountain Door Hardware

1/29/15 \$6,893.00 2317 \$6,893 Artistic Frame
Simons' invoice #12515A; Kitchen chairs balance due

The total amount disputed by the Schacks is \$47,171.

I attempted to make contact with each of the above listed companies. Either I was able to obtain information from them by request or I issued a subpoena. Please see the below list of the results of my attempted contact with each company:

1. Artistic Frame: I made contact with Jonah Bibi. He sent me an email stating that they only had a written quote on file for Simons/Schack from 8/09/13 but no order was placed in their system reference that designer or end user.
2. Fancy Fixtures: I sent an email request for information to Ellen Seidman who forwarded it to Rob Millowski who replied to me. Millowski attached an invoice to the email and stated it was the only invoice they had for that customer. Based on the information in the invoice, it did not appear to be related to the Schacks' Boca Raton residence.
3. Dana Creath: I made contact with Barbara Mann. She informed me via letter that she could not locate any records for Barbara Simons or Simons Design Group LTD in their records but that any order placed for a Florida project would go through John Rosselli & Associates LTD in Dania FL. She referred me to Melissa there. I contacted Melissa via email. She replied via email telling me that she was unable to locate any existing or inactive accounts for Barbara Simons or Simons Design Group LTD in their system. They found one for Barbara Simmons (double "m") from 2012 but that was all.
4. Notting Hill: I made contact with the owner, Kathy Dustman, via email who supplied me with a sales record for Decorative Hardware. Although the hardware names on the provided sales record do not match the names of the hardware that Simons invoiced the Schacks for in invoice #101214, and they state part of the order was not fulfilled, I cannot discern what exactly was ordered and what was not comparing the invoices and information provided by the Schacks.

NARRATIVE CONTINUATION

5. Riverhead Building Supply: I made contact with their General Counsel who responded via email with a letter response and purchase orders for merchandise made by Barbara Simons. Four of the provided receipts were marked for Schack and on receipt had the Schack's Boca Raton address listed. However, Simons billed the Schacks on an invoice #12815 for multiple pieces of hardware for the Kitchen, Laundry Room, Media Room, and Master Bedroom totaling \$10,158. I was unable to match any of the merchandise listed on Simons receipt to merchandise on the invoices from Riverhead Building Supply. In addition, PBSO was supplied with copies of email communication between Marcia Schack and Tim Griffing with Riverhead Building Supply. In that communication, Griffing tells Schack that he originally ordered the hardware but Simons never gave him a deposit for it because the order was postponed. No money exchanged hands.

6. Old Biscayne Designs: I issued a subpoena for information reference this case. I received a response from the President of the Company, Alberto Gabrielli, who wrote in part that there were no purchases made by Barbara Simons or Simons Design Group for the requested period of 08/01/13 – 01/29/15. He provided me with invoices that fell outside of that date range. Customer names listed on the invoices were Talansky and Zimmerman. Simons had invoiced the Schacks \$3,712 for an Old Biscayne Custom Dining Table. An invoice for \$2,750 marked for Talansky does list a custom dining table but the Schack name is not listed on the receipt. I confirmed with the Schacks that they did not give Simons permission to order a custom dining table for them and have it shipped to someone else or to order a dining table under anyone else's name.

7. Visual Comfort: I issued a subpoena for information reference this case. I received an email response from the CFO Bill Bland. This email contained a letter stating that after a review of their billing records for the requested period of 08/01/13 through 01/29/15, they found no record of any sales transactions involving Barbara Simons or Simons Design Group LTD so they would not be sending me any information.

8. Kravet: the dispute with Kravet is not that fabric was not ordered, just that less was ordered that should have been. I am unable to substantiate that information. This fabric was ordered for the chairs that Simons never ordered from Artistic Frame.

NARRATIVE CONTINUATION

On 09/20/17, I received subpoenaed records from the Schacks' accounts at Chase Bank. Please see the below detailed summary table that included the relevant information obtained from those records:

DATE	DEBIT	CHECK #	PAYEE	FROM ACCT
9/11/13	\$8,468.00	2179	Simons Design Group	acct [REDACTED]
7/3/14	\$2,881.00	2510	Simons Design Group	acct [REDACTED]
6/18/14	\$4,962.00	2269	Simons Design Group	acct [REDACTED]
7/16/14	\$3,841.00	2274	Simons Design Group	acct [REDACTED]
10/13/14	\$1,945.00	2285	Simons Design Group	acct [REDACTED]
12/6/14	\$1,000.00	2292	Simons Design Group	acct [REDACTED]
12/11/14	\$7,863.00	2294	Simons Design Group	acct [REDACTED]
12/11/14	\$3,698.00	2295	Simons Design Group	acct [REDACTED]
1/19/15	\$10,158.00	2316	Simons Design Group	acct [REDACTED]
1/29/15	\$6,893.00	2317	Simons Design Group	acct [REDACTED]

Total: \$51,709.00

A total of \$51,709.00 in checks were written from Kenneth Schacks' Chase Bank accounts ending in [REDACTED] and 8361 and made out to Simons Design Group. However, the disputed amount, detailed previously in this document is \$47,171.

A review of Barbara Simons account records for Young and Simons Design Associates LTD DBA Simons Design Group LTD First National Bank of Long Island account # [REDACTED] revealed that all of the above checks were deposited into this account. Please see the below detailed summary table that included the relevant information obtained from those records plus related Simons' invoice #:

NARRATIVE CONTINUATION

Date:	Check #:	Amount:	Deposited:	Simons' Invoice #:
9/11/13	2179	\$8,468	\$8,468	90913
06/19/14	2269	\$4,962	\$4,962	61614
7/7/14	2510	\$2,880	\$7,626	70114
7/16/14	2274	\$3,841	\$3,841	71614
10/14/14	2285	\$1,945	\$1,945	101214
12/11/14	2292	\$1,000	\$1,000	101214
12/12/14	2294	\$7,863	\$7,863	121214
12/12/14	2295	\$3,698	\$3,698	12124A + 070114
1/30/15	2316	\$10,158	\$10,158	12815
1/30/15	2317	\$6,893	\$6,893	12515A

The following account activity in the above account belonging to Young and Simons Design Associates LTD DBA Simons Design Group LTD was observed before and after the above deposits were made:

On September 1st 2013, the account had a balance of \$345.07, and then went into the negative. After the 09/11/13 deposit of the Schacks' check #2179 for \$8,468 purchases were made at Panera Bread, PetSmart, Bagel Boss Café, Wauldbaums, Evergreen Cleaners, Burger King, Cablevision, Geico, and other purchases that could be viewed as personal in nature.

On June 17th, the account had a balance of \$411.33 and then the Schacks' check #2269 for \$4,962 was deposited on 06/19/14. After that deposit, purchases were made at Victorias Market, 7-Eleven, Anthony DeFranco Salon, Catskill Mountain in Windham New York, to name a few.

On July 03, the account had a balance of \$968.60 and then the Schacks' check #2510 for \$2,880 was deposited as part of a larger deposit on 07/07/14. After that deposit, purchases were made at The Barn Grocery Store in Huntington NY and other purchases.

After the Schacks' check # 2295 for \$3,698 was deposited into the account on 12/12/14, I observed purchases for R&S Meats, Gamestop, Kerber Farms, Burger King, and Mens Depot Big and Tall, to name a few.

After the Schacks' check #s 2316 for \$10,158 and 2317 for \$6,893 were deposited into the account on 01/30/15, I observed purchases made at places such as the Cinema Arts Center, Anthony DeFranco Salon, R&S Meats, Happy Farm, and the Barn Grocery Store to name a few.

NARRATIVE CONTINUATION

I did not observe any purchases made to any of the companies listed that Simons was supposed to be purchasing merchandise for the Schacks from. In fact, I didn't readily observe any transactions that appeared as though they were related to the Schacks in any way that would include any checks written to the Shacks refunding any of their money.

On 02/15/18, Detective Amy Thomas and I made contact with Barbara Simons and her husband Joel Simons at their residence located at 330 NW 67th Street #107 Boca Raton FL 33487. I explained to Simons that I was investigating a case and was there to obtain a recorded statement from her reference to it. She inquired as to what it was about and I told her it had to do with Ken and Marcia Schack. She replied "that doesn't surprise me one bit" and told me that it is a civil matter that has been handled in New York and that the Schacks were "stalking her". I explained that this case is about Boca Raton FL and not New York. At this time, Simons declined to speak with me about the case referring me to Attorney John AltSchuler. She then continued to speak to me, unsolicited, and said that the Schacks are basically harassing her over a civil matter. I asked her if she made a report to law enforcement reference the Schacks allegedly stalking and harassing her and asked her for the case number. She told me that she had not made a report.

I was able to make contact with AltSchuler on 02/20/18. He attempted to tell me that this situation was handled in New York and thrown out of two counties in New York. He said that he would send me documentation detailing this. I received documentation from AltSchuler via mail on 02/28/18. A review of the information provided to me by AltSchuler did not reveal anything that I found to refute the Schacks' complaint that Simons had invoiced them for merchandise, taken payment from them for this merchandise, and never ordered merchandise for the contracted project for their home in Boca Raton FL; as previously detailed in this probable cause affidavit.

In addition, in the original documentation I received for this case there was a certificate of non-licensure from the Construction Industry Licensing Board of Palm Beach County stating that neither Barbara Simons and/or Simons Design Group was licensed as a general contractor by the Construction Industry Licensing Board of Palm Beach County or in any type of construction trade. Also, a search on Sunbiz.org and the NYS Department of State Division of Corporations website for Young and Simons Design Associates LTD DBA Simons Design Group LTD returned negative results.

On 03/20/18, further review of the documentation in this case, while preparing the case to file with the State Attorney's Office, revealed that many payments to American Express (AMEX) were made from Simons' bank account # [REDACTED] at the First National Bank of Long Island (FNBLI). I also observed that American Express Credit Cards were used by Simons to make purchases at some of the companies listed in this

NARRATIVE CONTINUATION

report. Whether those purchases were made for the Schacks' or not was previously detailed in this report.

It has already been documented at which of the listed companies Simons actually made purchases. However, I have submitted a subpoena request to the State Attorney's Office for Simons American Express Credit Card records to verify what credit card activity the payments from her FNBLI account to AMEX were paying for. I served the subpoena to American Express via certified mail and received a return receipt documenting that it was received on 04/05/18.

On 07/09/18, I received subpoenaed records from American Express on a USB drive. I reviewed the records for any purchases that corresponded with invoices issued to the Schacks by Simons or to amounts paid the Simons by the Schacks that the Schacks are disputing. This is for Simons' American Express Cards as listed below:

1. Business Platinum Card labeled for Simons Dsn Group and Barbara Simons ending in 2005
2. OPEN Line of Credit labeled for Simons Dsn Group and Barbara Simons ending in 1008
3. Platinum Delta SkyMiles Business Credit Card labeled for Simons Design Group and Barbara Simons ending in 3000
4. Business Platinum Card labeled for Simons Dsn Group and Barbara Simons ending in 1007

I observed a variety of different charges made throughout the records of all four accounts. These charges appear to be both business and possibly personal in nature. The only charges on any of the cards made to any of the companies related to charges that the Schacks are disputing are listed below.

Business Platinum Card ending in 1007:

1. 07/25/13 – Artistic Frame - \$3,000
2. 07/31/13 – Artistic Frame - \$2,485
3. 09/18/14 – Notting Hill Decorat - \$25.50
4. 10/24/14 – Artistic Frame - \$3,361
5. 10/29/14 – Riverhead Bldg Suppl - \$600
6. 12/04/14 – Riverhead Bldg Suppl - \$662.94

NARRATIVE CONTINUATION

Business Platinum Card ending in [REDACTED]:

1. 01/14/15 – Fantastic Fixtures - \$1,200
2. 03/09/15 – Riverhead Bldg Suppl - \$2,000
3. 03/20/15 – Riverhead Bldg Suppl - \$1,889.32
4. 03/23/15 – Artistic Frame Corp – \$3,361.50
5. 03/25/15 – Riverhead Bldg Suppl - \$86.75
6. 03/25/15 – Riverhead Bldg Suppl - \$274.08
7. 04/08/15 – Notting Hill Decorat - \$583
8. 04/24/15 – Fantastic Fixtures - \$1,554.73

I was able to match the four charges listed above for card ending in [REDACTED] for Riverhead Building Supply to production receipts previously received from Riverhead Building supplies. These purchase receipts were labeled as purchased by Simons with the client name of Schack. However, as stated in an earlier supplement reference these receipts, I am unable to match these purchases up with the disputed invoices from Simons to the Schacks and the corresponding payments made to Simons from the Schacks. These purchases do not appear to be in dispute and do not make up the amount of money disputed by the Schacks in reference to Riverhead Building Supplies which is approximately \$10,158.

Reference the charges labeled for Artistic Frame; as previously documented in this case, I communicated with Jonah Bibi from Artistic frame who confirmed with me that no order was placed by Simons for Schack with them. They only have a quote on file for Simons reference the Schacks for side chairs dated 09/09/13 for the amount of \$9,648. This corresponds with Simons invoice #090913 that the Schacks paid Simons \$8,468 for with check #2179. However, they have documented that no order was actually placed. This check was documented, in a previous supplement, as being deposited into Simons bank account at the First National Bank of Long Island.

Reference the charges labeled for Notting Hill Decorat; as previously documented in this case, I received records from Notting Hill stating that an order for 2 knobs in the amount of \$25.50 was placed by Simons on 09/18/14 and an order for 8 pulls and 16 knobs in the amount of \$583 was placed by Simons on 04/08/15 and shipped to the Schacks at their Boca Raton FL address. Simons invoiced the Schacks for two different sets of pulls, one totaling \$642 that was received by the Schacks and not disputed and one totaling \$591 that was never ordered by Simons. The Schacks paid Simons for this invoice in two checks, check #2285 in the amount of \$633 and check #2292 in the amount of \$1,000 totaling \$1,633. This was the total amount Simons noted on the invoice as being due for the order. These checks were previously documented in this report as being deposited by Simons in her bank account at the First National Bank of Long Island.

NARRATIVE CONTINUATION

I did not find any information in the American Express record received from subpoena that would lead me to believe that Simons used any of her American Express cards to pay any of the designers for any of the merchandise that the Schacks paid her for that she did not order.

In summary and in addition, Ken and Marcia Schack had contracted Barbara Simons dba Simons Design Group LTD to plan a design and order merchandise for their residence at 17054 Royal Cove Way Boca Raton FL 33496. I was able to locate approximately \$47,171 worth of checks that were deposited into Barbara Simons bank account at First National Bank of Long Island that were written paid to her from Ken and Marcia Schack's Chase Bank Accounts for merchandise for their Boca Raton residence that Simons was supposed to purchase for them, led them on to believe was being purchased or was already purchased, but actually never purchased.

The first check was written to Simons on 09/11/13 and the last was on 01/29/15. For two years Simons created fake invoices, from her company Simons Design Group LTD and used them to get the Schacks to pay for merchandise which she never ordered. The Schacks did pay her. The invoices from Simons Design Group LTD were not dated. The invoice numbers did not appear to have any logical reason for being numbered as they were.

Simons led the Schacks on with different reasons why merchandise had not arrived yet or even blamed the Schacks for delays in merchandise arrival leading the Schack's to believe that the merchandise had at least been ordered, when in fact, it had not.

I confirmed with the following companies that either no orders had been placed by Barbara Simons dba Simons Design Group for the Schack's Boca Raton home as invoiced by Simons or Simons did not even have an account with them to purchase merchandise at all: Artistic Frame, Dana Creath, Fancy Fixtures, Notting Hill, Old Biscayne Design, Riverhead Building Supply, Visual Comfort.

The Schacks appear to have been simultaneously having Simons perform the same type of service at a home they own in New York and it appears that they attempted legal action in New York as well which the Schacks informed me did not work out in their favor. Attorney John AltSchuler also attempted to use the failed legal action in New York to show me that Simons had done nothing wrong in Florida. However, the information provided to me by AltSchuler did not detail the merchandise or money paid to Simons by the Schacks for merchandise that was supposed to be ordered by Simons for the Schacks' Boca Raton home but was not ordered.

In addition, I was not provided with any evidence that Barbara Simons, at any time, provided the Schacks with communication of any kind attempting to collect additional

NARRATIVE CONTINUATION

fees for her service in the form of design or hourly fees that were due her but not paid the Schacks. This would lead a reasonable person to believe that such additional fees for service from Simons did not exist therefor cannot be used as a valid reason for keeping the Schacks \$47,171. Again, the merchandise that was supposed to be purchased for the Schacks by Simons with that money was never actually ordered by Simons in the first place.

In addition, in review of the contract signed by Barbara Simons and the Schacks in April of 2014, in the section labeled "Phase Two Schack Residence Boca Raton", I did not see any provisions that would enable Simons to invoice the Schacks for merchandise, receive payments from the Schacks for that merchandise, not order that merchandise from the vendors, and hold the Schacks money. In fact, in the second paragraph from the bottom of that page, the first sentence reads "All items pre-ordered prior to actual needed lead times will be held by manufacturers until needed". As previously documented in this probable cause affidavit, Simons did invoice the Schacks for merchandise, did take payments from the Schacks, did deposit said payments into her bank account, and never ordered or pre-ordered any merchandise.

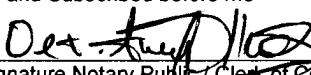

Additionally, the Schacks told me in their sworn recorded statement that they had a face to face meeting with Simons on 04/25/15 requesting original purchase orders from the companies previously mentioned. They also provided PBSO with documentation reference copies of emails requesting that Simons provide them with these purchase orders. The dates of those email requests range from 04/30/15 to 05/23/15. Simons responded each time with an excuse as to why she was not able to find the purchase orders or why it was taking her so long to gather them; sometimes blaming the Schacks. In fact, the purchase orders didn't exist because the merchandise had not actually been purchased.

I find probable cause to believe that Barbara Simons invoiced the Schacks for merchandise that she did not order, or intend to order, and kept the money that the Schacks paid to her for this merchandise and left the Schacks with the understanding that it had been ordered and would be delivered to their home in Boca Raton.

By engaging in this systematic, ongoing conduct with the apparent intent to defraud the Schacks using fraudulent pretenses, representations, or promises as detailed above; Simons is in violation of FSS 871.034(4a2); Organized Fraud; less than \$50,000 but more than \$20,000.

I find probable cause to charge Barbara Simons with violation of the above Florida State Statute.

NARRATIVE CONTINUATION

born and Subscribed before me		
Signature Notary Public / Clerk of Court / Officer (F.S.S 117.10)	Signature of Arresting / Investigating Officer	
Detective A. Thomas 9175	Detective L. Nielsen 8485	
Name of Notary Public / Clerk of Court / Officer (F.S.S 117.10)	Name of Officer (Please Print)	
07/30/18	07/30/18	
Date	Date	

NOT A CERTIFIED COPY