

17CF1370

**Probable Cause Affidavit
Florida Department of Financial Services, Fraud Division
Case Number: 16-956**

Defendant: Leyes, Milton Alvaro

Race: White **Sex:** Male **DOB:** 09/08/1975 **SSN:** [REDACTED]

Height: 6'0" **Weight:** 200 **Hair:** Brown/Gry **Eyes:** Brown

Florida Driver License: L200-541-75-328-0

Address: 25 Plantation Blvd. Lake Worth, FL. 33467

Charge Description: False/Fraudulent Motor Vehicle Insurance Application FSS 817236

Victim: Ocean Harbor Casualty

Narrative:

Milton Leyes (Milton) was the policy holder of an automobile insurance policy through Ocean Harbor Casualty, reference policy number JAJ-294058301. The policy insured Milton's 2003 Honda Odyssey (VIN: 5FNRL18563B022949), and policy expired at midnight (12:00 AM) on November 13, 2014.

On November 13, 2014, at 2:03 PM, Junieth Leyes (Junieth), the spouse of Milton was involved in a traffic crash while driving the Honda Odyssey. The crash took place at 6840 Okeechobee Blvd (Hess Station) in unincorporated Palm Beach County. The crash was investigated by CSA Giselle Mosley with the Palm Beach County Sheriff's Office, case number 14-143087.

The crash resulted in the presentation of claims to Ocean Harbor Casualty by Junieth under claim number S2411832. Junieth began attending treatment on November 21, 2014, when she signed an assignment of benefits statement at American Med-Care Center, located at 3200 Forest Hill Blvd. West Palm Beach. The treatments resulted in billing of nearly \$13,000, but due to Junieth not being listed on the insurance policy, and Milton making a material misrepresentation by signing a no-loss statement, the claims were denied.

On April 18, 2016, I met with Marco Gonzalez (Mr. Gonzalez), the insurance agent at Freeway Insurance Services. Mr. Gonzalez explained that a no-loss statement is required when an insurance policy is renewed after it expires, and has to cover the period of expiration up to the renewal date to indicate an accident or other loss did not occur during the stated period. If a no-loss statement is signed, the policy is reinstated and backdated to the date of cancellation/lapse. Mr. Gonzalez stated he explains the no-loss statement to customers before they sign.

The no-loss statement in question covered a period from November 13, 2014, through November 21, 2014, at 9:49 AM. When I presented the no-loss statement to Mr. Gonzalez, he confirmed that it was his signature on the form, and he recalls Milton signing the statement. Mr. Gonzalez stated he was not positive if Milton provided a driver's license at the time he signed, but he knows Milton as a long-term customer, and Mr. Gonzalez also connects with Milton because they are both originally from Uruguay.

I made numerous attempts to locate Milton, but it was difficult to locate Milton at his home. On January 4, 2017, I was able to locate him at his residence, and Detective Saenz-Duarte (Detective Duarte) and I conducted a non-custodial interview with Milton. Detective Duarte translated the interview as he is a fluent Spanish speaker

I advised Milton that I was following up on an allegation stemming from a traffic crash Junieth was involved in on November 13, 2014. Milton informed me that he did remember the crash, and claims Junieth called him the day of the crash making him aware of the incident. When I asked Milton if he remembered going to an insurance agency about a week after the crash to sign some papers, and he initially stated he did not recall, and his wife normally handles the insurance matters. I then presented to Milton a no-loss statement that was signed on November 21, 2014, and he stated he did not sign the document. I then advised Milton that I already spoke to Insurance Agent Marcos Gonzalez at Freeway Insurance Services in Lake Worth, and Mr. Gonzalez stated that Milton did sign the document. When I showed Milton the signature on his driver's license, and the similarities to the signature on the document, he stated he did sign the form, but due to the time lapse he forgot which documents he signed because he has signed several documents since then. Milton further advised that when he conducts business at Freeway Insurance Services, he deals with Marcos Gonzalez and they communicate in Spanish.

It should be noted, Milton's claim that Junieth handles the insurance matters contradicts the reason the claim from the crash was denied. One of the reasons the claim was denied, was because Junieth was not listed on the policy, and the no-loss.


Based on the above facts, probable cause exists to believe that the Defendant, Milton Alvaro Leyes, did knowingly make a false/fraudulent motor vehicle insurance application when he made a material misrepresentation by signing the no-loss statement. Due to Milton Leyes being made aware of the crash the day it happened, and he signed the no-loss statement eight days later, Milton Leyes had knowledge that a loss did in fact occur during the time period the no-loss statement covered. By doing so, Milton Leyes violated Florida State Statutes 817.236, False and fraudulent motor vehicle insurance application.

I hereby swear and affirm that the above information did occur in Palm Beach County, Florida and is true and correct to the best of my knowledge and belief.

SWORN TO AND SUBSCRIBED BEFORE ME
THIS 17 DAY OF Jan, 2017, A.D.



NOTARY PUBLIC OR LAW ENFORCEMENT
OFFICER CONDUCTING OFFICIAL POLICE
INVESTIGATION. (Ref. Sec. 117.10 F.S.)



AFFIANT SIGNATURE

Kenny Henry

AFFIANT NAME

1-17-17

DATE