

10-1733

AFFIDAVIT

FOR SEARCH WARRANT

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT IN AND FOR
HILLSBOROUGH COUNTY, FLORIDA

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

Robert A. Foster

BEFORE ME, HONORABLE, Robert A. Foster CIRCUIT COURT
JUDGE, THIRTEENTH JUDICIAL CIRCUIT, in and for Hillsborough
County, Florida, personally came affiant Detective Greg Thomas,
Hillsborough County Sheriff's Office and co-affiant Detective
Christopher Lynn, Polk County Sheriff's Office being first duly
sworn, deposes and says: That affiant and co-affiant are reputable
Deputies of said Hillsborough County and Polk County, State of
Florida, and that they have reason to believe and do believe that
certain computer equipment located in Hillsborough County, Florida,
described as follows, to-wit:

SEE ATTACHED EXHIBIT "A" WHICH IS HEREBY INCORPORATED BY
REFERENCE AND MADE A PART HEREOF:

and there is now being kept within said computer equipment
certain evidence of criminal activity including but not limited
to computer equipment, computer programs, computer storage
devices, to include but not limited to CDs, removable drives,
thumb drives, pen drives, removable secure storage devices,
graphic files, and any other device that can store digital files
and/or digital media. Phone records, records of Internet Service
Providers, E-mails and other computer data, including but not
limited to encryption, passwords telephone numbers, Emails,
Instant messages, computer images, computer programs and system
documentation; documents, files or any other computer data
relating to encryption, passwords, and/or access to or ownership
of the computer and Internet Service Provider, documentation used
in violation of the laws of the State of Florida to-wit: law
prohibiting, **F.S.S. 817.034(4)(a)1.SCHEME TO DEFRAUD AND
782.04(1)A MURDER**
being the property owned by or under the control of

HILLSBOROUGH COUNTY
CRIMINAL
2010 MAR 12 AM 10:40
FILED
CLERK CIRCUIT COURT

**WHITE FEMALE, DORICE (DEE DEE) MOORE D.O.B. 07/25/1972, WHITE
FEMALE, PATRICIA PAULSON D.O.B. 05/01/1961, WHITE FEMALE, DEBRA
MUNGUIA D.O.B. 11/27/1964 AND ANY OTHER PERSONS UNKNOWN TO YOUR
AFFIANT AND CO-AFFIANT.**

Physical Evidence: **Sandisk Thumbdrive 4 GB SDCZ6-4096RB**, used in
violations of laws of the State of Florida, to-wit: **F.S.S.
817.034(4)(a)1.SCHEME TO DEFRAUD AND 782.04(1)A MURDER**

Your affiant and co-affiant believe that, in this case, the computer hardware is a container for evidence, a container for contraband, and also itself an instrumentality of the crime under investigation.

That the facts tending to establish the grounds for this application and the probable cause of affiant believing that such facts exist are as follows:

The affiant Greg Thomas, a Detective of the Hillsborough County Sheriff's Office being sworn states:

1. Your affiant is an Investigative Law Enforcement Officer as defined in Florida State Statute 934.02, and is making this application pursuant to my official duties.

2. Your affiant is authorized to do so by the Honorable Mark Ober, State Attorney for the Thirteenth Judicial Circuit, Hillsborough County, Florida, pursuant to the authority conferred upon him by F.S.S. 934.07.

3. That the affiant is a member of the Hillsborough County Sheriff's Office and has been so employed since October 2000. Your affiant has been assigned to the Criminal Investigations Division as a Detective since August, 2003. Your affiant has been a participant in the execution of numerous Search Warrants.

The co-affiant Christopher Lynn, a Detective of the Polk County Sheriff's Office also being sworn. The co-affiant has been employed with the Polk County Sheriff's Office since July of 2002.

Your co-affiant has been assigned to the CID as a Detective for approximately 3 1/2 years. Your co-affiant has been a participant in the execution of numerous Search Warrants.

Abraham Shakespeare won \$31 million in the Florida lottery. Shakespeare elected the lump sum payout and collected approximately \$12.7 million after taxes. Shakespeare was sued by a co-worker who made claim to the winning ticket. Ultimately the court ruled in the favor of Shakespeare in 2007.

Between winning the lottery in 2006 and meeting Dee Dee Moore in 2008, Mr. Shakespeare spent, gave away or loaned the majority of

his winnings and was left with approximately \$1.5 million in cash and assets totaling approximately \$3 million. Shakespeare utilized several financial institutions, seemingly one after another on the whim of various advisors: from Wachovia, along with various Annuity holdings, to Community Bank and eventually to Bank of America. Mr. Shakespeare did not invest heavily and was reported to be unimpressed with annuities to the point of pulling all of his money out and using the money to seed accounts accessed by Dee Dee Moore.

In December of 2008, Mr. Shakespeare liquidated an annuities account worth approximately \$250K. In January 2009, this money was transferred to the business account of American Medical Professionals, a business owned by Dee Dee Moore since 2004. In her interviews, Ms. Moore stated this money was provided to her for the purposes of paying taxes on behalf of Shakespeare. This money was tracked to several recipients including Ms. Moore's boyfriend, Shar Krasniqi, and Real Time Services, American Medical Professionals' payroll and accounting service. Additionally, a review of bank statements of American Medical Professionals and accounts related to Dee Dee Moore has shown that Moore utilized the American Medical Professionals checking account as her primary account including personal charges. Any personal accounts of Dee Dee Moore that have been located have minimal activity. Investigation has not revealed any records of these funds having been used to pay any tax debt of Abraham Shakespeare.

Land Transfers

On January 9th, 2009, Mr. Shakespeare signed a Quitclaim Deed to American Medical Professionals LLC on his primary residence, 9340 Redhawk Bend Drive. The deed was recorded on 01-13-09. Abraham Shakespeare paid \$1.07 Million in 2007 for the home, and Dee Dee Moore, in a statement given to Polk County Sheriff's detectives

on or about November 9, 2009, stated she paid him over \$500,000 in cash. In a subsequent statement given to Polk Sheriff's Detectives on January 25, 2010, Ms. Moore stated that she had not paid Abraham Shakespeare because Shakespeare had a drug problem and she felt that he would use it to buy drugs. In a statement given to detectives on January 29, 2010, Ms. Moore stated that she had not paid Abraham Shakespeare because he did not want to pay the gift tax owed on the amount. A review of Dorice (Dee Dee) Moore's bank records has not revealed corresponding withdrawals, checks, or transfers indicating payment for the home, to date.

After receiving his lottery winnings, Abraham Shakespeare made multiple loans to individuals to buy homes and recorded mortgages documenting the loans. On January 11, 2009, Mr. Shakespeare signed Quitclaim Deeds to American Medical Professionals, LLC for properties located at 1418 West Lake Parker Drive, Lakeland, Florida and 409 Pearl Street, Lake Hamilton, Florida. Each deed was recorded on 02-11-09.

On January 15, 2009, Mr. Shakespeare signed an "Asset Purchase Agreement" which sold all of his un-enumerated "assets" to American Medical Professionals LLC for the price of \$185,000. The value of outstanding loans purchase in the "Assets Purchase Agreement" plus the value of real estate separately purchased total over \$3.5 million worth of assets for less than 5 cents on the dollar. Although a copy of the Asset Purchase agreement has been obtained by investigators, the "Addendum" to the agreement has not been located. The "un-enumerated assets" sold by Mr. Shakespeare to American Medical Professionals were purportedly to be listed in the addendum. (A copy of the "Assets Purchase Agreement" is attached here to as Exhibit "C")

On both the 15th, and 16th of January 2009, Mr. Shakespeare signed paperwork documenting the fact that the following

mortgages were hereby ASSUMED by American Medical Professionals LLC.

| Property Address | Loan Amount | Mortgage Dated | Assignment Dated | Date Assignment Recorded |
|--------------------------------------|--------------------|-----------------------|-------------------------|---------------------------------|
| 648 West 4th Street, Lakeland | \$14,752.00 | March 13, 2007 | January 15, 2009 | May 6, 2009 |
| 727 East McDonald Street, Plant City | \$63,000.00 | February 23, 2007 | January 15, 2009 | May 6, 2009 |
| 1103 Neville Avenue, Lakeland | \$69,000.00 | May 14, 2007 | January 16, 2009 | April 1, 2009 |
| 3075 Sire Trail, Lakeland | \$185,000.00 | April 4, 2007 | January 16, 2009 | April 1, 2009 |
| Rodman Development, Inc. | \$52,000.00 | December 17, 2007 | January 16, 2009 | April 1, 2009 |

All of these transactions have been recorded by either the Clerk of the Courts or the Polk County Property Appraiser's Office. Also, all of these transactions were prepared by Howard Stitzel. This fact was noted via the header on the top left of the front pages of all of these documents. Further, Howard Stitzel, maintains a law office at 5802 State Road 60 East, Plant City. The Law offices of David Howard Stitzel shall be among the locations with that address that shall be searched pursuant to this warrant. The property is titled in the name of Shar Krasniqi.

ABRAHAM SHAKESPEARE, LLC

On February 5, 2009, a faxed request form for surrender of the Prudential Annuities Account in the name of Abraham Shakespeare, purportedly with Shakespeare's signature, was faxed from Staples in Lakeland, Florida. The surrender form requested the full amount contained in the account, \$1.095 million, to be paid in the form of a check made payable to Abraham Shakespeare and sent via mail to his address.

On February 9, 2009, Ms. Moore registered the business Abraham Shakespeare LLC, with the Department of State, Division of Corporations, where she is listed as the registered agent and director.

On February 10, 2009, Ms. Moore opened an account at Bank of America in the name of Abraham Shakespeare LLC with \$100 cash. Ms. Moore was the only signor on the account at that time.

On February 11, 2009, Dee Dee Moore provided the bank Articles of Incorporation along with papers purporting to be "meeting minutes" of the "board" of Abraham Shakespeare LLC. Contained among the meeting minutes were minutes of a "meeting" which was purported to be "attended" by Dee Dee Moore, Judith Haggins and Abraham Shakespeare. The documented discussion was about adding Abraham Shakespeare's name as an authorized signer. Further, the \$1.095 million check from Abraham Shakespeare's Prudential Annuities account was then deposited into the Bank of America account in the name of Abraham Shakespeare, LLC. on February 11th 2009. Judith Haggins is a longtime friend of Abraham Shakespeare.

She met Dee Dee Moore through Abraham Shakespeare and soon became a business associate of Dee Dee Moore. Judith Haggins acted as Abraham Shakespeare's paid driver and personal assistant.

No activity occurred in the Bank of America account until February 17th, when the bank was again provided with "meeting minutes" of Abraham Shakespeare LLC. by Dee Dee Moore. Ms. Moore was the only person listed in attendance. These "minutes" describe the discovery of "criminal activity" on the part of Shakespeare, which may result in criminal charges. Therefore, Shakespeare was to be removed as an authorized signer of the account. Bank of America therefore removed Shakespeare as an authorized signatory.

From February 10, 2009 to February 17, 2009 the account shows no activity. On February 18, 2009, a cashiers check for \$250,000 drawn on the Abraham Shakespeare LLC. account was made payable to ASTAT and was deposited to Navy Federal Credit Union account. ASTAT and Supply, LLC was a business registered with the Department of State Division of Corporations and was reinstated as an active corporation on October 15, 2008. Shar Krasniqi was listed as CEO. Additionally, the account holder of the Navy Federal Credit Union account is Shar Krasniqi. Further, on February 18, 2009, a cashiers check for the sum of \$250,000 was drawn on the Abraham Shakespeare LLC. account made payable to the Internal Revenue Service. This check was endorsed by D. Moore. Notated on the check, in the endorsement section, were the hand written words "not needed for intended purpose". This \$250,000 check is then deposited into the business account of American Medical Professionals LLC. By the use of the endorsement "not needed for intended purpose" Dee Dee Moore was able to divert the sum of \$250,000 from its intended purpose to her own control and benefit. On February 19, 2009 and February 23, 2009, cashiers check for \$200,000 and \$250,000 respectively, were drawn on the account of Abraham Shakespeare LLC and were made payable to American Medical Professionals.

During the month of February 2009, Judy Haggins and D. Howard

Stitzel received approximately \$20,000 each from the account of Abraham Shakespeare LLC. An electronic debit check made payable to the Internal Revenue Service in the amount of \$30,000 was issued from the same account. The balance of the Abraham Shakespeare LLC account as of February 28, 2009 was \$44,296.

Transactions from the Abraham Shakespeare LLC, Bank of America account show funds were transferred to the account of American Medical Professionals (Dee Dee Moore), ASTAT and Supply (Shar Krasniqi) just two months before the purchase of a residence located at 5802 Highway 60 East for approximately \$253,000 in April, titled to Shar Krasniqi. Richard Land, the former owner of the property, stated to detectives that Dee Dee Moore paid him with a check from the account of **American Medical Professionals**.

CONTROLLED PHONE CALL CONCERNING HOWARD STITZEL

On November 12, 2009, Detective David Clark and Detective David Wallace responded to the law office of D. Howard Stitzel located at 5802 Highway 60 in Plant City, Florida. Detectives Clark and Wallace then interviewed Mr. Stitzel in reference to the investigation. During the interview, Mr. Stitzel advised that he could not comment about the details of the conversation, but would confirm that he spoke to Mr. Shakespeare on the cellular telephone of Ms. Moore on October 6, 2009. When asked how he knew that he was speaking to Mr. Shakespeare, D. Howard Stitzel advised that Mr. Shakespeare was his client and that he was familiar with the voice of Mr. Shakespeare and that was who he was speaking to on the telephone.

During a December 3rd, 2009 interview with Polk County Sheriff's Detectives David Clark and David Wallace Dee Dee Moore stated that Shakespeare's telephone was part of the plan that Mr. Shakespeare had made to leave town. Ms. Moore advised that Mr. Shakespeare advised her to text message people after he left

using his phone that he left with Dee Dee Moore so the police could not track him. Ms. Moore was then asked to confirm that she had Mr. Shakespeare's cellular telephone in her possession at the time that she had originally advised that both she and D. Howard Stitzel had spoken to Mr. Stitzel on October 6, 2009. Ms. Moore confirmed that she was in possession of Mr. Shakespeare's telephone at that time and that neither she (Moore) or D. Howard Stitzel had spoken to Mr. Shakespeare on that date (October 6, 2009). Ms. Moore was then asked why D. Howard Stitzel had told Detectives Clark and Wallace that he had spoken to Mr. Shakespeare. Ms. Moore advised that she asked Mr. Stitzel to say that to Law Enforcement and he (Stitzel) had agreed to lie to Law Enforcement to assist Ms. Moore. Ms. Moore then placed a controlled (taped) telephone call to Mr. Stitzel's cellular telephone. During the call, Ms. Moore advised Mr. Stitzel that Law Enforcement was asking her questions about the telephone call in which both she and Mr. Stitzel had allegedly spoke to Mr. Shakespeare on October 6, 2009. Ms. Moore conveyed to Mr. Stitzel that she was concerned that Law Enforcement would find out that they had not spoken to Mr. Shakespeare on that date and wanted to confirm that he (Stitzel) had told Law Enforcement that he (Stitzel) had spoke to Mr. Shakespeare on that date. Mr. Stitzel advised that he had told Law Enforcement that he had spoken to Mr. Shakespeare on that date. Ms. Moore then asked Mr. Stitzel what would happen if she told Law Enforcement that she had possession of Mr. Shakespeare's cellular telephone. Mr. Stitzel then began telling Ms. Moore that she needed to stop talking to Law Enforcement. Although Mr. Stitzel made no direct admissions that he had in fact lied to Law Enforcement, it was apparent that Mr. Stitzel was aware that Ms. Moore had Mr. Shakespeare's cellular telephone and had not spoken to Mr. Shakespeare on October 6, 2009, as he had told Law Enforcement on November 12, 2009.

HOWARD STITZEL

During an interview on December 3, 2009 by Polk County Sheriff Detectives Wallace and Clark, when questioned about the above described money and property transfers Dee Dee Moore explained, she and Abraham Shakespeare, with the intent to avoid paying any child support, intentionally transferred all money and assets out of his name into the name of American Medical Associates. As stated above, Howard Stitzel's name appeared on the deed transfers. Additionally, Howard Stitzel was the Attorney of record representing Shakespeare in the child support enforcement action. This action commenced January 14, 2009. Howard Stitzel filed his response as Abraham Shakespeare's attorney on March 6, 2009. Abraham disappeared in April 2009. As mentioned in the above section with the controlled phone call, Howard Stitzel made an implicit admission confirming his misrepresentation to police during the Polk County Sheriff's missing person's investigation. According to records on file with the Polk County Clerk of Courts, Howard Stitzel appeared in person in a Polk County Court in August 11, 2009 in the above mentioned Child Support Enforcement Action, and told the Judge that Abraham Shakespeare was out of the country receiving treatment as an explanation for his client's absence. Howard Stitzel was also interviewed for a Ledger newspaper article which appeared on December 1, 2009. Stitzel was quoted as saying "that the last time he talked with his client was in October when they discussed child support issues... Stitzel said Shakespeare did not sound distressed during his phone conversation in October."

David Howard Stitzel represented Abraham Shakespeare in child support proceedings and drew up numerous document related to a variety of transactions described herein, including an assets purchase agreement with addendum, property deeds, Quitclaim deeds, contracts, mortgages and power(s) of attorney. David Howard Stitzel received three separate checks in February of 2009 totaling \$17,500 from Abraham Shakespeare LLC. All of these checks bore the signature of "Dee Dee Moore". During an interview with Detective Chris Lynn (Polk County Sheriff's Office) in November 2009, Dee Dee Moore stated that these checks were compensation for legal services rendered by David Howard Stitzel.

OVERVIEW OF HISTORICAL PURCHASES OF ASSETS

On March 6, 2007 Shakespeare purchased a BMW for approximately \$100,000

- January 29, 2009 Dee Dee Moore bought a 2009 Lincoln MKS and titled it in the name of Abraham Shakespeare LLC. The same day she traded the Lincoln to Abraham for his BMW. She then titled BMW in the name of Shar Krasniqi
- April 14, 2009 Dee Dee Moore traded the 2009 Lincoln MKS for a 2009 Chevy Silverado. \$31,000.00 was allowed for the Lincoln and Dee Dee paid \$13,302.60 in cash for the remaining balance on the vehicle
- November 3, 2009 Dee Dee Moore took the BMW to Stingray Chevrolet and sold it to them for \$37,000.00.

Shakespeare purchased a Ford 500 on July 9, 2007

- In Early April 2009, Dee Dee Moore called Sentorria Butler and told her Abraham left his Ford 500 for Butler and it was at Moore's house. Sentorria Butler is the mother of Abraham Shakespeare's infant child, Jeremiah. In 2009, she initiated child support proceedings on behalf of her son against Abraham Shakespeare. After the aforementioned telephone call, Dee Dee Moore picked Sentorria Butler up and took her to pick the car up. Sometime around May 10, 2009 Judy Haggins took the vehicle back from Sentorria Butler using the power of attorney as authority to take the car back.
- On June 18, 2009, Dee Dee Moore took the 07 Ford 500 registered to Shakespeare and Associates to Stingray Chevrolet and sold it outright to them for \$9,000.00. She presented the dealership with paperwork from the Florida Division of Corporations which showed her as the Manager of Abraham Shakespeare LLC, a completely different corporation. She signed the title as "CEO" of Shakespeare and Associates,

which had been inactive since September 2008. Shakespeare and Associates LLC. was incorporated in 2007 by Abraham Shakespeare and an attorney, Cedric Lewis, as a business entity to store Shakespeare's assets. Dee Dee Moore was never listed as an officer or director of Shakespeare & Associates LLC.

On or about February 21, 2009, Dee Moore bought a 2008 Chevrolet Corvette from Stingray Chevrolet for her boyfriend, Shar Krasniqi. She paid \$70,390.86 for the vehicle with a cashier's check from American Medical Professionals LLC.

On March 2, 2009, Dee Dee Moore purchased a 2009 Hummer for approximately \$90,000. On December 5, 2009, Dee Dee Moore took this vehicle to Stingray Chevrolet and told them she needed cash quickly and attempted to sell it to them for \$49,000.00. They told her they were not interested due to the economy. William Smith, a friend of the owner of Stingray Chevrolet was present and offered to buy the Hummer himself. Dee Dee Moore agreed to sell it to him and requested that Mr. Smith call his bank so that she could cash the checks immediately. She also requested 3 separate checks from Mr Smith, one for \$5,000.00 in the name of Dee Dee Moore, one for \$4,000.00 in the name of Linda Donegan (Dee Dee Moore's mother) and one for \$40,000.00 in the name of Dee Dee Moore.

Power of Attorney

Notary Ambrose E. Austin was interviewed by Detective David Cavanaugh of Polk County Sheriff's Office, during the week of November 9, 2009. Mr. Austin told Detective Cavanaugh that on April 3, 2009, Shakespeare signed a Power of Attorney designating Judy Haggins as his Power of Attorney. Notary Ambrose E. Austin stated Haggins was present during signing and advised Shakespeare was present. On November 13, 2009, Ms. Haggins told Detectives

Wallace and Clark that this was the last time that she saw Shakespeare alive. Haggins has, in fact, used the power of attorney to close bank accounts belonging to Abraham Shakespeare and sign court pleadings on Abraham's behalf. Proceeds of closed accounts have been deposited into accounts controlled Dee Dee Moore.

On or about December 11, 2009, in a recorded conversation with [REDACTED] acting in the capacity as an informant with the Polk County Sheriff's Office, Judy Haggins stated that, in or around March 2009, Abraham Shakespeare approached her about concerns regarding Dee Dee Moore and his money. Haggins talked to Dee Dee Moore around the same time and Moore told Haggins not to let Shakespeare go to the bank because some of the money was not there. In all subsequent law enforcement interviews with Ms. Haggins, she has had difficulty in recalling the date and specifics of any such conversations. [REDACTED] became an informant with the Polk County Sheriff's Office as a result of a series of events, which are described later in this affidavit. [REDACTED] was a friend of Abraham Shakespeare from Lakeland, Fl.

On February 23, 2007 Shakespeare and Associates LLC. obtained the mortgage to the house of [REDACTED]. On January 15, 2009 Shakespeare and Associates LLC. assigned this mortgage to American Medical Professionals.

Additional Information

On or about November 9, 2009, Detective Chris Lynn began to subpoena financial records of Mr. Shakespeare as well as those of Ms. Moore to include numerous Limited Liability Corporations (LLC) associated with Ms. Moore and her boyfriend Shar Anthony Krasniqi. It should be noted that numerous financial documents were also voluntarily turned over to the Polk County Sheriff's Office by Ms. Moore during this investigation and numerous public record documents have been obtained related to the involved

parties in this investigation. To date all subpoenaed financial information has not been received; however, upon an analysis of the received subpoenaed financial documents and financial documents turned over by Ms. Moore there are numerous discrepancies between the factual information and information provided by Ms. Moore during several non-custodial interviews with Law Enforcement.

During several non-custodial interviews with Polk County Sheriff's Office detectives during the week of November 9, 2009, Ms. Moore provided the following information: She advised that she was introduced to Mr. Shakespeare in October of 2008. She advised that she initially met Mr. Shakespeare with the intention of writing a book about his life story. She advised that shortly after meeting Mr. Shakespeare, she noticed that he (Shakespeare) was being taken advantage of by numerous individuals and she offered her assistance to Mr. Shakespeare with his financial affairs. She advised that she did this out of "the goodness of her heart" not for any financial gain. She advised that Mr. Shakespeare had become disgruntled with everyone in his life asking for money. She advised that Mr. Shakespeare then began to devise a plan to leave the Lakeland area and never be heard from again. She advised that, in January of 2009, Mr. Shakespeare sold his residence located at 9340 Redhawk Bend Drive in Lakeland, Florida, to her for a price of \$655,000.00. She advised at the same time, Mr. Shakespeare sold to her (Moore) all of the debt owed to him for a total of \$185,000.00. Ms. Moore could not provide any documented proof of payment of the \$840,000.00 to Mr. Shakespeare for the purchases, and advised that she had given him over \$500,000.00 in cash as part of the payment. In January 2009, Ms. Moore admitted to detectives that she had not paid Mr. Shakespeare any monies for his home or the purchase of his assets. She advised that, in February of 2009, she set up Abraham Shakespeare LLC for the sole purpose of keeping track of

the money collected on the debts she had purchased from Mr. Shakespeare. Numerous times throughout the interviews with Ms. Moore she advised that she did not understand why we were asking her about her financial dealing with Mr. Shakespeare. She advised that all financial dealings done between her and Mr. Shakespeare were completely legal and that she, unlike numerous others, was only trying to help Mr. Shakespeare with his finances. She advised that she was a millionaire prior to meeting Mr. Shakespeare and did not need any of his (Shakespeare's) money.

Financial and accounting records of American Medical Professionals were also subpoenaed and received. Accounting records for the years 2005 through 2009, inclusive, show that during that period of time, American Medical Professionals received profit distributions from their payroll service totaling approximately \$720,000 over 5 calendar years. Those profit distributions were deposited primarily to the Bank of America American Medical Professionals account (for the period for which records have been received) and spent on a variety of activity including restaurants, travel, and jewelry.

Investigators have prepared a timeline of real estate transactions and monetary transfers. These timelines are attached as Exhibits A and B.

By the month of April 2009, bank records and public records reveal that Dee Dee Moore was in virtually complete control of all of Abraham Shakespeare's assets and accounts. Further, Shakespeare had not received payment for those assets as agreed.

Shakespeare had begun to ask questions about his money and express concern about his dealings with Dee Dee Moore.

Abraham Shakespeare was last seen alive in the Lakeland, Florida area by Courtney Daniels during the first week of April 2009. Ms. Daniels knew Abraham Shakespeare for several years and

periodically lived with Shakespeare at 9340 Red Hawk Bend Dr. Lakeland, Fl 33810. This statement was provided to Detectives Lynn and Wallace on January 16, 2010. On November 9, 2009, the victim was reported to the Polk County Sheriff's Office as a missing adult by his cousin, Cedric Edom and was subsequently entered into the NCIC database under Polk County case number 09-112920.

Early within the Polk County investigation, Dee Dee Moore was identified as an associate of the victim, Abraham Shakespeare and was living at the last known address of the victim at the time of his disappearance. During initial interviews with Polk County Sheriff's Office detectives, Dee Dee Moore claimed that the victim was missing of his own free will in an attempt to elude payments regarding upcoming court proceedings. Ms. Moore advised during these initial interviews that she had been in contact with the victim several times since April, 2009 in person as well as by telephone.

During an interview with Detectives Wallace and Clark on November 25, 2009, Dee Dee Moore admitted that she sent text messages in the summer of 2009, from Mr. Shakespeare's cell phone to his friends and family in an attempt to convince them that Mr. Shakespeare was still alive.

During the course of the Polk County Sheriff's Office investigation it was learned Ms. Moore had gained possession of all of the victim's known assets to include currency, vehicles and property beginning around January 2009. As a result, the mentioned property located at 5802 Highway 60 Plant City, Florida was purchased with approximately \$350,000 dollars of the victims currency.

During the investigation, it was learned by Polk County Sheriff's Office Detectives that the mother of the victim had possibly received a telephone call from the victim on December 27, 2009. Polk County Sheriff Office Detectives then made contact with the victim's mother and learned that she had received a telephone call from a subject who had identified himself as Abraham Shakespeare. The victim's mother further advised that she had received the telephone call while she was eating dinner at a restaurant with Dee Dee Moore. The victim's mother advised that she was unsure if the subject who placed the telephone call was in fact the victim. Polk County Sheriff's Office Detectives were able to obtain the telephone number that the call had been placed from and were able to determine that the telephone was registered to [REDACTED].

On December 28, 2009, Polk County Sheriff's Office Detectives were attempting to locate [REDACTED] when they observed [REDACTED] meeting with Dee Dee Moore in Lakeland, Florida. After the meeting between [REDACTED] and Ms. Moore was concluded, Detectives made

contact with [REDACTED] and interviewed him. During the interview it was learned that [REDACTED] had been solicited by Ms. Moore to make several telephone calls. These telephone calls included one call to a Polk County Sheriff's Office Detective claiming to have seen the victim within the past couple of days in Miami, Florida, and also a telephone call to the victim's mother purporting to be Abraham Shakespeare himself. [REDACTED] advised that he had made these telephone calls for Ms. Moore in exchange for being paid several hundred dollars by Ms. Moore. [REDACTED] advised that Ms. Moore had already approached him about doing other acts involving the investigation of the missing victim. [REDACTED] agreed to co-operate fully with Law Enforcement at that time.

During the following weeks, [REDACTED] met with Ms. Moore on several occasions. During each of these meetings [REDACTED] was equipped with a digital audio recorder to record the meetings and the meetings were observed by Law Enforcement personnel. During these meetings Ms. Moore would solicit [REDACTED] to do various acts that would make it appear that the victim was alive and was missing on his own free will. On January 6, 2010, Ms. Moore actually typed a letter under the auspices of being from the victim and wanted [REDACTED] to deliver the letter to the mailbox of the victim's mother. In this letter Ms. Moore writing as the victim told the victim's mother that he was fine and was staying out of the area because the police were going to arrest him. The letter also referred to the aforementioned telephone call that [REDACTED] had placed to the victim's mother on December 27, 2009, and questioned how she (victim's mother) could not recognize the voice of her own son.

After several weeks of having [REDACTED] do acts trying to make it appear as though the victim was alive and missing on his own free will, Ms. Moore approached [REDACTED] and asked him if he knew anyone that would be willing to tell Law Enforcement that they had killed the victim. It was determined that [REDACTED] would introduce an Undercover Detective to Ms. Moore under the illusion that the Undercover Detective was a subject already facing a lengthy prison term and would be willing to admit to killing the victim for monetary compensation.

On January 21, 2010, Officer [REDACTED] of the Lake Wales Police Department working in an undercover capacity was introduced to Ms. Moore by [REDACTED]. During the meeting Ms. Moore agreed to pay Officer [REDACTED] \$50,000.00 U.S. Currency if he would tell Law Enforcement that he had killed the victim. Officer [REDACTED] advised that he would do this, but that he needed details of where the victim's body was in order for Law Enforcement to believe his confession. Ms. Moore advised that she would provide that information to [REDACTED] at a later time. After the meeting between Ms. Moore and Officer [REDACTED] was completed, [REDACTED] drove Ms. Moore back to her vehicle that was parked at a different location. During the ride Ms. Moore advised [REDACTED] that she

would tell him the location of the victim's body and that she also had possession of the firearm that killed the victim. A plan was then devised between Ms. Moore and [REDACTED], that [REDACTED] along with Officer [REDACTED] would dig up the body of the victim and move it to a different location so that Officer [REDACTED] could then advise Law Enforcement where the body was located. It was further planned that Ms. Moore would give possession of the firearm used to kill the victim to [REDACTED] so it could be turned over to Law Enforcement to solidify the confession of Officer [REDACTED].

On January 25, 2010, Ms. Moore contacted [REDACTED] and advised that she needed to meet with him. [REDACTED] then met with Ms. Moore in Lakeland, Florida. During the meeting Ms. Moore advised that she would be getting the firearm later in the day to turn over to him ([REDACTED]). It was also planned that she would take [REDACTED] to the location where the body of the victim was located.

Later in the day of January 25, 2010, Ms. Moore again met with [REDACTED], this time at a location in Plant City, Florida. At this time Ms. Moore gave [REDACTED] a .38 Caliber Smith and Wesson Revolver (Serial Number - DBU2414/642-2). During this meeting Ms. Moore advised that she would meet with [REDACTED] later in the day and take him to the location where the victim's body was buried.

Approximately two (2) hours later still on January 25, 2010, Ms. Moore again met with [REDACTED] in Plant City, Florida. [REDACTED] then got in to Ms. Moore's vehicle. Ms. Moore then drove [REDACTED] to 5802 Highway 60 in Plant City, Florida. Ms. Moore then showed [REDACTED] a 30' x 30' concrete slab (poured on 4/13/2009) located in a wooded area approximately 30 yards north of the residence on the property. Ms. Moore advised that the victim was buried beneath the concrete slab. Ms. Moore had previously parked a white Ford Truck with an attached utility trailer blocking view of the concrete slab from the roadway. Ms. Moore told [REDACTED] to look inside the trailer. [REDACTED] looked in the trailer and observed several gallons of fuel, gallons of bleach, gloves, and a metal tub/trough. Ms. Moore advised [REDACTED] that after digging up the victim's body he could place the body in the tub/trough and transport it in the trailer. Ms. Moore then provided [REDACTED] with keys to the Ford Truck. Ms. Moore further advised that the victim had been killed in her office and pointed to the residence located at 5732 Highway 60, which is located directly to the west of the residence where the victim's body is buried.

On January 26, 2010, affiant along with co-affiant and members of both Hillsborough and Polk County Sheriff's Offices served two separate search warrants upon the said property of this warrant and the residence located at 5732 Highway 60 Plant City, Florida. A subsequent interview was conducted by affiant and Polk County

Detective David Wallace, with David Howard Stitzel at his attorneys office in Brandon, being Patrick Courtney and Glen Lansky. David Howard Stitzel arrived at the crime scenes with his attorney Glen Lansky. Stitzel then traveled to their (Courtney and Lansky) law office for an interview, due to his own law practice office being within a room contained within the two-story brown in color residential structure at the physical address (5802 Highway 60 Plant City, Florida) being then searched.

During the interview of David Howard Stitzel, he stated to affiant and Detective David Wallace that he last physically saw the victim, Abraham Shakespeare sometime between April or May 2009 at his prior office location, 607 S. Alexander St. Plant City, Florida. Dorice (Dee Dee) Moore, became a client of Mr. Stitzel in late 2008. Mr. Stitzel proceeded to advise the alleged phone call supposedly made in the presence of Dee Dee Moore wherein he earlier claimed to have last heard from Shakespeare on October 6, 2009, could have been the victim or could have not been the victim. Mr. Stitzel stated he moved to the property located at 5732 Highway 60 Plant City, Florida temporarily, on or about May 15th, 2009 to early June 2009. Upon completion of the renovation within the structure located at 5802 Highway 60 Plant City, Florida, Mr. Stitzel then moved in setting up office space for his practice. Sometime last week, being the third week of January, Mr. Stitzel along with his assistant/girlfriend Michelle Findley, observed Dee Dee Moore sitting at his computer, utilizing it within his office space in which he rents from her (Dee Dee Moore). Mr. Stitzel admits to preparing the document in which Judith Haggins signed as Power of Attorney for Abraham Shakespeare, although Ms. Moore and Ms. Haggins filed it at the Clerk of the Court on their own.

Mr. Stitzel had previously discussed with Polk Detectives D. Wallace and D. Clark that he knew Abraham Shakespeare was the other person on the other end of the phone call because he knew his clients voice. Polk detectives later conducted a controlled phone call as previously mentioned. It was apparent based on the controlled phone, that Mr. Stitzel was aware Dee Dee Moore was in possession of his clients cellular telephone and purporting he (Abraham Shakespeare) was alive and well, just missing on his own free will.

On January 27, 2010, affiant along with Detective David Wallace of Polk County, conducted an interview with Judith Haggins (power of attorney for Abraham Shakespeare) at her attorneys office, being Larry Hardaway in Lakeland, Florida. Ms. Haggins stated Abraham Shakespeare asked her to be his power of attorney which was notarized and filed on April 3, 2009 with the Clerk of the Court in Polk County. Before Abraham Shakespeare was noted as missing, Ms. Haggins noted Dee Dee Moore would embellish how serious Abraham Shakespeare's child support proceedings were, and would encourage him to move money within his various accounts in an

attempt to protect it from the biological mother of his (Abraham Shakespeare)child. Ms. Haggins advised she would tell Abraham Shakespeare that his child support case was not as serious as Dee Dee Moore made it out to be. In 2009, at an unknown time frame, Ms. Haggins admitted she was instructed by Dee Dee Moore to withdraw the remaining funds from some of Abraham Shakespeare's bank accounts which totaled in her opinion, less than \$2000. The money, in the form of cashiers checks, were then given to Dee Dee Moore.

On January 28, 2010, Detective Thomas of the Hillsborough County Sheriff's Office and Detective Wallace of the Polk County Sheriff's Office conducted an interview with Dee Dee Moore's ex-husband, James Moore. Mr. Moore stated that Dee Dee Moore asked him to recommend the type of equipment to clear her land at 5802 Hwy. 60 Plant City, Florida. He suggested a tractor with attachments, however she purchased a Case Backhoe on April 3, 2009 at a Lakeland Auction. Dee Dee Moore paid James Moore approximately \$100 to pick-up the backhoe and deliver the same to her property on highway 60, utilizing his family's flat bed trailer. Dee Dee Moore called James Moore during the first two weeks of April, 2009, and requested that he come to her property at 5802 Highway 60 and utilize the purchased Case backhoe to dig a hole for concrete and trash. James Moore stated that originally Dee Dee Moore asked the hole to be dug directly behind the rear door of 5732 Highway 60. However, James Moore suggested to not dig there due to the close proximity to the house, therefore Dee Dee Moore pointed out the location behind 5802 Highway 60 and directed him where to dig as well as how large of a hole. James Moore stated that he left after digging the hole. He was called by Dee Dee Moore 1 to 2 hours later to fill the hole in. James Moore stated it was getting dark and he did not see a body in the hole, but rather assumed it was chunks of concrete due to there being a lack of light and having dug previous holes on her property before. During interviews conducted with Dee Dee Moore on January 29 and 30, 2009, by Detectives Thomas and Wallace, she admitted having contacted James Moore to dig a hole for trash at a location behind the residence at 5802 Highway 60. She further admitted that the body of Abraham Shakespeare was buried in the hole dug by James Moore. However, she was adamant that James Moore did not know there was a body placed in the hole when he returned to fill it in.

On January 28, 2010, the remains of a human body were found at 5802 Highway 60 Plant City, Florida after extensive crime scene processing by the Hillsborough and Polk County Sheriff's Offices. The remains were positively identified as Abraham Shakespeare. The body of Abraham Shakespeare was found at the precise location under the concrete slab that Dee Dee Moore personally showed to [REDACTED].

Beginning on January 29, 2010, affiant and Detective David

Wallace of Polk County, interviewed Dee Dee Moore, who initiated contact herself. Ms. Moore has provided several accounts of how Abraham Shakespeare was murdered to date, to include an unknown drug dealer named Ronald, herself in self-defense, Mr. Shakespeare's cousin Cedric Edom and finally her 14 year old son R.J. On January 30, 2010, Ms. Moore re-initiated contact with affiant and Polk County Detectives yet again. During this particular interview, Ms. Moore alleged David Stitzel shot the victim Abraham Shakespeare and helped to arrange his burial on her property. In all of these versions, Dee Dee Moore consistently told investigators that two shots were fired at Abraham Shakespeare. During the course of an autopsy conducted by Hillsborough County Medical Examiners Office, upon the body of Abraham Shakespeare, two projectiles were recovered from the victims body.

Abraham Shakespeare was functionally illiterate and unsophisticated in financial matters. The investigation of the relationship between Mr. Shakespeare and Dee Dee Moore supports the conclusion that in the months prior to Abraham Shakespeare's death, Dee Dee Moore conducted a series of ostensibly legal financial transactions with Mr. Shakespeare, which were designed to, and did, transfer the vast majority of the remainder of his cash, real property and intangible assets to her control, or to the control of her associates or entities controlled by her. By her own admission, Dee Dee Moore never paid Abraham Shakespeare for the \$1.2 million dollar home that he deeded to her, or for the intangible assets that he transferred to her. The true, one-sided nature of these financial transactions provide the motive for the murder of Abraham Shakespeare. Some of these ostensibly legal financial transactions were conducted with the legal assistance of Attorney David Howard Stitzel. Based on the investigation conducted to this point, investigators have reason to believe that a search of the **Sandisk Thumbdrive 4 GB SDCZ6-4096RB**, will produce records pertaining to the financial relationships and financial transactions among Abraham Shakespeare, Dee Dee Moore, American Medical Professionals LLC, which is Ms. Moore's business, her boyfriend, Shar Krasniqi, Shakespeare and Associates LLC, Abraham Shakespeare LLC, and David Howard Stitzel. Based on the foregoing investigation, it is further anticipated that a search of this computer shall reveal documentation and files which shall comprise documentary evidence of the financial transactions which led to the transfer of Mr. Shakespeare's wealth and his ultimate death.

On February 09, 2010, affiant was contacted by Debra Munguia via telephone. Ms. Munguia was in possession of this **Sandisk Thumbdrive 4 GB SDCZ6-4096RB**, and therefore, wanted to surrender it to affiant. Ms. Munguia advised the thumbdrive was attached to the Sony laptop which was also surrendered as item #1 within the Hillsborough County Sheriff's Office property receipt, inventory # 520767. The Sony laptop is noted as evidence to wit, regarding a

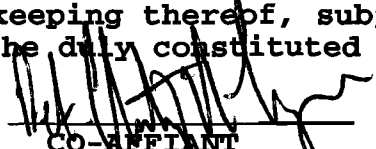
separate search warrant. Affiant and co-affiant believe evidence of the listed offense as well as documentation and evidence pertaining to Dee Dee Moore, Abraham Shakespeare, Abraham Shakespeare LLC, and Shakespeare and Associates LLC are contained upon this computer. The **Sandisk Thumbdrive 4 GB SDCZ6-4096RB**, noted as inventory #520767 item #2 will be examined by affiant and co-affiant via issued desk top computers.

Refer to attached exhibit A.

WHEREOF, affiant makes this affidavit and prays the issuance of a search warrant in due form of law for the search of the above described premises for the said property, heretofore described, and for the seizure and safe keeping thereof, subject to the order of this Honorable Court, by the duly constituted officers of the law.

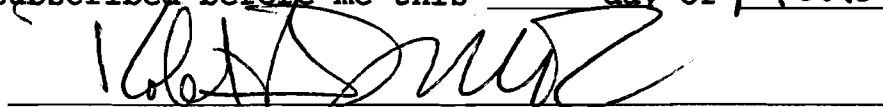


AFFIANT



CO-AFFIANT

Sworn to and subscribed before me this 5 day of March, AD, 2010.



Judge in and for Hillsborough County, Florida

SEARCH WARRANT

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT IN AND FOR HILLSBOROUGH COUNTY, FLORIDA

IN THE NAME OF THE STATE OF FLORIDA:

TO: THE SHERIFF OF HILLSBOROUGH COUNTY, FLORIDA, AND/OR ANY OF HIS LAWFUL DEPUTIES:

WHEREAS, complaint on oath and in writing, supported by affidavit has been made before me, the undersigned **HONORABLE, Robert A. Foster** **CIRCUIT COURT JUDGE, THIRTEENTH JUDICIAL CIRCUIT** in and for the Hillsborough County, Florida, by Detective Greg Thomas, Hillsborough County Sheriff's Office and Detective Chris Lynn, Polk County Sheriff's Office.

The affiant and co-affiant have reason to believe and do believe certain computer equipment located in Hillsborough County, Florida, described as follows, to-wit:

SEE ATTACHED EXHIBIT "A" WHICH IS HEREBY INCORPORATED BY REFERENCE AND MADE A PART HEREOF:

and there is now being kept within said computer equipment certain evidence of criminal activity including but not limited to computer equipment, computer programs, computer storage devices, to include but not limited to CDs, removable drives, thumb drives, pen drives, removable secure storage devices, graphic files, and any other device that can store digital files and/or digital media. Phone records, records of Internet Service Providers, E-mails and other computer data, including but not limited to encryption, passwords telephone numbers, Email, Instant messages, computer images, computer programs and system documentation; documents files or any other computer data relating to encryption, passwords, and/or access to or ownership of the computer and Internet Service Provider, documentation used in violation of the laws of the State of Florida to-wit: law prohibiting, **F.S.S. 817.034(4)(a)1. SCHEME TO DEFRAUD AND 782.04(1)A MURDER**

and there is now being kept in said property certain

Physical Evidence: **Sandisk Thumbdrive 4 GB SDCZ6-4096RB**, used in violations of laws of the State of Florida, to-wit:

Your affiant and co-affiant believe that, in this case, the computer hardware is a container for evidence, a container for

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HILLSBOROUGH COUNTY, FLORIDA

contraband, and also itself an instrumentality of the crime under investigation.

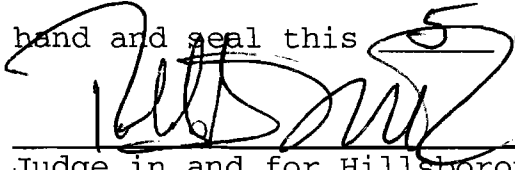
That the facts tending to establish the grounds for this application and the probable cause of affiant believing that such facts exist are contained in an AFFIDAVIT FOR SEARCH WARRANT, sworn to before me on this date by Detective Greg Thomas and Detective Chris Lynn.

And it appears to the Court that the affiant is a reputable deputies of Hillsborough County and Polk County, State of Florida, and that the facts set forth in said affidavit show and constitute probable cause for the issuance of this warrant and the Court being satisfied of the existence of said grounds set forth in said application, or that there is probable cause to believe in their existence.

NOW THEREFORE, you are commanded with such proper and necessary assistance as may be necessary, in the day-time or in the nighttime, or on Sunday, as the exigencies of the occasion may demand or require, to enter and search the aforesaid computer equipment, described but not limited to hard drives, zip drives, thumb drives, pen drives, CDs, for the property described in this warrant: and if the same or any part thereof be found, you are hereby authorized to seize and secure same, giving proper receipt therefore and delivering a duplicate copy on said computer equipment to the said **WHITE FEMALE, DORICE (DEE DEE) MOORE D.O.B. 07/25/1972, WHITE FEMALE, PATRICIA PAULSON D.O.B. 05/01/1961, WHITE FEMALE, DEBRA MUNGUIA D.O.B. 11/27/1964 AND ANY OTHER UNKOWN NAMES** or any other person or persons, and by making a return of your doings under this warrant within ten (10) days of the date hereof, and you are further directed to bring said property so found before any County and/or Circuit Judge having jurisdiction of this offense to be disposed of according to law.

Further, you are commanded to search the property seized and the contents of same using such technology as may be necessary, performing such search at such locations and with such specialized personnel as may be appropriate, in order to obtain any relevant evidence of the felony crimes noted herein.

WITNESS my hand and seal this 5 day of March, 2010.



Judge in and for Hillsborough County, Florida

Exhibit A

**A Sandisk Thumbdrive model SDCZ6-4096RB,
located at 2316 Falkenburg Rd. Tampa, Fl
33619 within Hillsborough County. This
item is noted as item #2, inventory #
520767 under case # 10-42631.**

**INVENTORY AND RECEIPT OF PROPERTY SEIZED
UNDER THE WITHIN SEARCH WARRANT**

| <u>EXHIBIT NUMBER</u> | <u>TYPE OF ITEM</u> | <u>LOCATION FOUND</u> | <u>FOUND BY</u> |
|-----------------------|--------------------------------------|-----------------------|-----------------|
| 1 | VIEWED DATA ON Sandisk Thumbdrive | HCSO EVIDENCE | DET G THOMAS |
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This 5th day of MARCH, A.D., 2010.

RETURN

**STATE OF FLORIDA
COUNTY OF HILLSBOROUGH:**

Received the within search warrant on the 5 day of MARCH, A.D., 2010, and executed the same in Hillsborough County, Florida, on the 5 day of MARCH, A.D. 2010, by searching the premises described herein and by taking into my custody and possession the following described property, to-wit:

SEE ABOVE LISTED INVENTORY

And I further executed the said warrant by arresting n/a
and by delivering a duplicate copy of this warrant to CLERK OF COURT
and by making and delivering to the said CLERK OF COURT
a true inventory of the above described property.

Officer

I, DET. G. THOMAS the officer by whom the foregoing warrant was executed, do swear the above inventory contains a true and detailed account of all property taken by me on said warrant.

DET. G. THOMAS

Sworn to and subscribed before me DET. M. MESSER #1589, Notary Public, State of Florida
this 5th day of MARCH, A.D. 2010.

My commission expires n/a, 20 .
LEO

2010 MAR 12 AM 10:40
 HILLSBOROUGH CO. FL
 CRIMINAL
 FILED
 CIRCUIT CO.