	Allipoint Pen Concession Concessi	RE RE	ر PORT	ORJ "	/ VIT / NOTICI		PEAR	155 GBID#	53030 3533
	COURT CASE/ 10-(F-1737			OBTS #	овтя #290/240		ARREST		
ADMINISTRATION	AGENCY REPORT # AGENCY NAME			HCSO		290000	•	Probable Caus	se 🖬 Adult 🗆 Juvenile
	LOCATION OF 5732 Hwy. 60 Plant City, FI 33567 DATE OF OFFENSE				DF 4/1/2009	TIME OF	UNK	□ VOP/VOCC □ Warrant	Int Delinquency Dependency Felony
	WITHIN: TAMPA - PLANT CITY - TEMPLE TERRACE - UNINCORPORATED AREA : SUPPLEMENTAL CRA ATTACHED - COURT:						Juvenile Picku REQUEST FOR: Direct File/SAG Review	O Ordinance	
A	TAMPA COURT & PLANT CITY CT CL LOCATION OF RENT ROAD JAIL 1201 N. ORIENT RD. TAMPA, FL DATE OF 02/19/2010 TIME OF 1956								Pickup Other
	Annest			ARRES	· · · · · · · · · · · · · · · · · · ·	WEAPON SEIZED	1956 Yes 🖌 No 🗆	Juvenile Picku NOTICE TO API Arresting office	PEAR: Pr
				•	IEGAN			Booking super	vising officer
	NAME	First		Middle		ALIAS			R BUILD MED
	W-White WAmerican Indian/Alaskan Native HW Hispanic White HB Hispanic Black O-Oriental/Asian Race SEX D.O.B MO / DAY / YEAR APPROXIMATE AGE							HEIGHT	WEIGHT UNK Z HAIR BLONG
ENT	LOCAL ADDRESS (Street, Apt. #, City, State, 2	Zip)934	10 Red H	lawk Bend	Lakeland, Fl	33809		Ph #:	813.478.8888
ENDE	Permanent Address (Streef, Apt. #, City, State,	Zip)	ME AS					Ph #:	
/DEP	Business Address (Street, Apt. #, City, State, Z	ip) 573	2 Hwy. (80 Plant Ci	ty, FI 33567			Ph #:	
ANT/	Driver's NICCO164727650	State	, FL	_ SS #			PLACE OF F	LORDA DO	x #
DEFENDANT/DEPENDENT	Gang Member: Yes No # Gang Name 00 // 20 /								
	School Name Mother/Guardian			Iress			<u> </u>	Antoine	
	Father/Guardian			ress		-			
â	Released To: JAC Parent	Guardian 🗆] Other	Relationship]		<u> </u>	CrOther	c y
:O-DEFENDANT(S)	Co-Defendant (Last,, First, Middle Arrested At Large Capias/Warrant Requested					ыу □	5	eanor □ The second se	Juvenile 🗆
CO-DEFI	Co-Defendant (Last,, First, Middle Arrested Arrested Arrest	Sex:Ra Felony 🗆 Misdem			eanor 🗆	Juvenile 🗆			
	STATUTE (subsec.) / ORD #	DV CP	CHARGE		CHAI	RGE		TRAFFIC CITATION #	DRUG ACT/TYPE
	782.04(1)A		F		FIRST DEGRE	EMURDE	R	N/A	N/A
GE(S)	<u></u>								
CHARGE(S)								2010	e
S									
	CHARGE STATUS: F-Felony M-Misdemeanor T-Traffic O-Ordinance FT-Felony Traffic DV-Domestic Violence CP-Child Present 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 Type: N-N/A A-Amphetamine B-Barbiturate C-Cocaine E-Heroin H-Hallucinogen M-Marijuana O-Opium/Deriv. P-Paraphemalia/Equipment S-Synthetic U-Unknown Z-Other								
зт	A LIST OF TANGIBLE EVIDENCE (If none, w	rite "None")	(Evidence	List must be p	provided for all NOT	ICES TO APP	EAR)		
EVIDENCE LIST	DESCRIPTION/AMOUNT PER UNIT RECOVERED				ВҮ	GIVEN 1	Ю	PRESENT I	OCATION
	SEE MASTER REPORT					្រី			
EVID									
	Mandatory Appearance in Court You need not appear in Court, but must comply with instructions on Reverse Side.								
EAR	COURT INFORMATION: You must appear in County Court at the: COURTHOUSE TOWER ANNEX, 801 E. TWIGGS STREET COUNTY OFFICE BUILDING, MICHIGAN & REYNOLDS STREET COU								
APP	Division COURTROOM # ON, 27								
NOTICE TO APPEAR	I agree to appear at the time and place designated above to answer for the offense(s) charged or to pay the f the Court as required by the Notice to Appear, I may be held in contempt of Court and a warrant for my arr Failure to Appear, F.S. 843.15. I certify that my address as listed above is correct and I further understand t in my address as set forth above. 10-CF-001733 F26-0260000474-005								
z	Signature of Defendant/Juvenile Green - State A	Attorney	Canary	y - Arresting Ag	Perent or Guardian (If Juv Jency Pink -		MOORE, DORIC J GONZALEZ	E DONEGAN 02/22/20	22 PAGES 10 FCRA

White	-	Clerk	of	Court

REPORT # ___

AGENCY NAME

AGENCÝ REPORT #	2. <u>1553030</u> dant or that the child is dependent						
	SEE ATTACHED PROBABLE CAUSE						
Judgement requested against defendant for agency investigative of OFFICER I.D. #	Cost per Florida Statute 938.27: \$ POLICE REPORT WRITTEN: Yes I No □ Dist. & OFFICERDetOreg Thomas D. #S165 SquadSquad I SWEAR THAT THE ABOVE STATEMENTS ARE CORRECT TO THE BEST OF MY						
SWORN TO AND SUBSCRIBED BEFORE ME THIS 	KNOWLEDGE. FOR NOTICES TO APPEAR, I ALSO CERTIFY THAT A COMPLETE LIST OF WITNESSES AND EVIDENCE KNOW TO ME IS ATTACHED.						
NAME/Title of Person Authorizing Administer Oath.	AFFIANT, Print/Type Name						
NOTE: The WHITE COPY of VICTIM'S / WITNESSES goes to the Clerk's Office ONLY on Notices To Appear. In all other cases, it should be removed. The Jail or JAC							
personnel will determine this for all defendants turned over to them. In all Notices To Appear issued by the Arresting Officer, the Arresting Officer should leave the WHITE copy of VICTIM'S / WITNESSES attached.							
	State facts to establish probable cause that a crime was committed by the defend						

CHERK OF DOUBL

SAO FORM-425, 10/03

REPORT # __

CRA CONTINUATION

10-42631 CRA# 1553030

2010 FEB 22

\$ # 5165

PROBABLE CAUSE

The victim, Abraham Shakespeare, won \$31 million in the Florida lottery in 2006. 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.

In October of 2008, Dorice "Dee Dee" Moore arranged to be introduced to Abraham Shakespeare ostensibly to write a book about his life story. Ms. Moore had no known training, education or experience in writing for publication. She soon became Shakespeare's primary financial advisor.

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. Within of 4 months of having met Abraham Shakespeare, Dee Dee Moore secured control over approximately \$3.5 million dollars of the victims remaining assets, including cash, real property and outstanding debt owed to Shakespeare. 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 feed accounts accessed by Dee Dee Moore.

In December of 2008, Mr. Shakespeare liquidated an annuities account work 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

CRA# 155 3030

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. The 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 purchased 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.

CRA # 1553030

JT-#5165

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

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 Attorney David 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 property is titled in the name of Shar Krasniqi.

5

ABRAHAM SHAKESPEARE, LLC

i and and a second s

CRA # 1553030

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, a longtime friend of Abraham Shakespeare, met Dee Dee Moore through Abraham Shakespeare and soon became a business associate of her (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 2009, 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 purported discovery of "criminal activity" on the part of

\$7\$5165

NRA # 1553030

Shakespeare, which may result in criminal charges. Ms. Moore directed Bank of America, consistent with the information within the meeting minutes, to remove Abraham Shakespeare as an authorized signatory on the Abraham Shakespeare LLC. account. Bank of America complied with Dee Dee Moore's directive and removed Abraham Shakespeare as an authorized signatory to this account. As a result of Dee Dee Moore's directives, Abraham Shakespeare no longer had access to the \$1.095 million dollars that he had transferred into the account six days earlier.

, ° 🌪

From February 10, 2009 to February 17, 2009 the account shows no activity. On February 18, 2009, a cashiers check for \$250,000 was drawn on the Abraham Shakespeare LLC. account and was made payable to ASTAT which was deposited in to a 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.

Jat Sile

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 Hwy. 60 East for approximately \$253,000 in April 2009, 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**.

On November 09, 2009 Cedric Edom, reports the disappearance of Abraham Shakespeare to the Polk County Sheriff's Office. Mr. Edom advised he has not seen the victim since April of 2009 and felt that Dee Dee Moore and Judy Haggins were some how involved. Mr. Edom later changed his story to Polk County detectives and did not want to be involved with the missing person's investigation. Dee Dee Moore and Judy Haggins were subsequently interviewed during the course of this investigation as it is detailed within this probable cause.

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

Х

CRA # 1553030

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 10/06/2009. 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 (10/06/2009). 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 10/06/2009. 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 10/06/2009, as he had told Law Enforcement on 11/12/2009.

(RA# 1553030

During an interview on December 3, 2009 with Dee Dee Moore by Polk County Sheriff Detectives Wallace and Clark, when questioned about the above described money and property transfers she 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 non-presence. 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."

. . Le CRA #1553030

\$5#SI6

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 \$100,000.00 dollars

- 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 Sentorrria 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.

[[

MA #1553030

NRA # 1553030

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 POA. 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 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

AT# 5165

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 to date, she had difficulty recalling the date and specifics of became an informant with the Polk County any such conversation. Sheriff's Office as a result of a series of events, which are described later in this affidavit.

was a friend of Abraham Shakespeare from Lakeland, Fl. On February 23, 2007 Shakespeare and Associates LLC. obtained the mortgage to the house of

. On January 15, 2009 Shakespeare and Associates LLC. assigned this mortgage to American Medical Professionals.

Additional Information

י גע ג

On or about November 9, 2009, Detective Chris Lynn began subpoenaing 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. Upon an analysis of received subpoenaed financial documents and financial documents turned over by Ms. Moor, 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

/3

Stat 5/165

PRA#1553030

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. Totaling an approximate figure of his loans to various persons and his payment price of real estate holdings, the defendant bought over \$3.5 million worth of assets for less than 5 cents on the dollar. In January 2009, Ms. Moore admitted to detectives that she had not in fact 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 Polk County detectives 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.

NRA # 1553030

1745165

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.

By the month of April 2009, bank records and public records reveal that Dee Dee Moore was in virtually complete control of all 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.

ູ່ ວເ

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 11/09/2009, 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, to Mr. Shakespeare's 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

.5



CRA#1553030

On December 28, 2009, Polk County Sheriff's Office Detectives were attempting when they observed meeting with Dee Dee Moore in to locate Lakeland, Florida. After the meeting between and Ms. Moore was concluded, Detectives made contact with and interviewed him. During the interview it was learned that 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 advised that he had made these telephone calls for Ms. Moore in himself. exchange for being paid several hundred dollars by Ms. Moore. advised that Ms. Moore had already approached him about doing other acts involving the investigation of the missing victim. agreed to co-operate fully with Law Enforcement at that time.

During the following weeks, the meetings were observed by Law Enforcement personnel. During these meetings and the meetings were observed by Law Enforcement personnel. During these meetings Ms. Moore would solicit 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 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 the was function of the victim's mother) could not recognize the voice of her own son.

After several weeks of having do acts trying to make it appear as though the victim was alive and missing on his own free will, Ms. Moore approached 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 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 of \$50,000.

On January 21, 2010, Officer of the Lake Wales Police Department working in an undercover capacity was introduced to Ms. Moore by During the meeting Ms. Moore agreed to pay Officer 550,000.00 U.S. Currency if he would tell Law Enforcement that he had killed the victim. Officer 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 at a later time. After the meeting between Ms. Moore and Officer was completed, drove Ms. Moore back to her vehicle that was parked at a different location. During the ride Ms. Moore advised that she would tell him the location of the victim's body and that she also had possession

J.75165

NRA # 155 3030

of the firearm that killed the victim. A plan was then devised between Ms. Moore and that along with Officer would dig up the body of the victim and move it to a different location so that Officer 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 so it could be turned over to Law Enforcement to solidify the confession of Officer

. .

On January 25, 2010, Ms. Moore contacted and advised that she needed to meet with him. In 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 (). It was also planned that she would take to the location where the body of the victim was located.

Later in the day of January 25, 2010, Ms. Moore again met with this time at a location in Plant City, Florida. At this time Ms. Moore gave a .38 Caliber Smith and Wesson Revolver (Serial Number – DBU2414/642-2). During this meeting Ms. Moore advised that she would meet with 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 in Plant City, Florida. then got in to Ms. Moore's with vehicle. Ms. Moore then drove to 5802 Highway 60 in Plant City, Florida. a 30' x 30' concrete slab (poured on 4/13/2009) Ms. Moore then showed 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 and utilized a piece of angle iron to indicate approximately where the remains were, 6 feet below. Ms. Moore had previously parked a white Ford Truck with an attached utility trailer blocking to look inside view of the concrete slab from the roadway. Ms. Moore told the trailer. looked in the trailer and observed several gallons of fuel, gallons of bleach, gloves, and a metal tub/trough. Ms. Moore advised 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 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 crimescenes 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 ar 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.

.

During an interview on January 25, 2010 by Polk County detectives, Dee Dee Moore gave several accounts of how Abraham Shakespeare was killed. Ms. Moore advised unknown "drug dealers" had accompanied him (Shakespeare) to her office at 5732 Hwy 60 Plant City, in an attempt to get approximately \$200,000 dollars in cash that belonged to the victim. As a result, the "drug dealers" shot the victim with her handgun (Smith and Wesson .38 caliber) which had happened to be unsecured in her open gun safe within the presence of her office. She later remembered one of the individuals with the victim, being named "Ronald". Ms. Moore was then reminded that "Ronald" was actually a fictitious person she created and this was told to related it to the Polk County Sheriff's Office. As this particular interview continued, Ms. Moore eluded to her son, who was 14 years old at the time, as to shooting the victim. Just prior to the end of the interview, Ms. Moore asked detectives if she could " keep all of her things" if she told the truth as to who actually killed Abraham Shakespeare.

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 04/03/2009 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 Shakespeares 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.

1 X



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 not to 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 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 both 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 During an autopsy by Hillsborough County Medical Examiner's Office on the body of Abraham Shakespeare, two .38 caliber class bullets were found within the body. Ballistic tests conducted by the Florida Department of Law Enforcement laboratory upon the gun given to by Dee Dee Moore and these two bullets reveal that the bullets displayed similar class characteristics to bullets test fired from Ms. Moore's gun. During an interview with detectives, Ms. Moore admitted that the gun she had given to

on January 25, 2010 was owned by her.

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 reinitiated contact with affiant and Polk County Detectives yet again. During this particular interview, Ms. Moore alleged David Stitzel shot the victim Abraham Shakespeare and

19

\$1 \$15165

(RA#1553030

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 be 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. At this point within the investigation, there is a lack of evidence to support known training and/or education of Dee Dee Moore as a writer. The Ms. Moore has continued to claim her reasoning for befriending the victim, was to document his life and life after winning the Florida Lottery within a book.

The victim was last known to be alive just days prior to April 6, 2009. The victim's cellular telephone usage drastically changes on April 6, 2009, which is the same date that he and the defendant had arranged to go to the Hardrock Casino in Tampa and meet Judy Haggins there. Per interviews with Ms. Haggins, the victim and defendant never arrived to the Hardrock Casino and she subsequently received a phone call around 0200 hours on April 7, 2009 from the defendant explaining why. At this point, the defendant began a long elaborate scheme to elude to the fact that the victim was still Ms. Haggins advised the phone call she received from the defendant that date, alive. was a detailed story of how the victim was injured after an altercation with an underage prostitute. Ms. Haggins was told by the defendant that the underage female was going to a local hospital as well and therefore, she and the victim were unable to meet her at the Hardrock Casino as planned. The time and date of this phone call was verified via cellular telephone records acquired by the Polk County Sheriff's Office. From April 2009 until January 28, 2010, the defendant eluded to several versions of the whereabouts of Abraham Shakespeare. At one point, the defendant had told several individuals, including her boyfriend Shar Krasniqi, that the victim was in Jamaica receiving medical treatment for AIDS. Dee Dee Moore had continued to advise the victims mother as well as other family members that he (Shakespeare) was doing well and had moved away to avois the pressures associated with having large sums of money. The defendant had even paid \$5000 dollars to Cedric Edom to deliver a birthday card to Elizabeth Walker (victim's mother) purporting to be from the victim as if he were still alive. Mr. Edom and the defendant both later admitted to Polk County Sheriff's Office detectives during interviews, that the card was not from the victim.

On April 18, 2009, Jimard Zaid, an associate of the victim received a detailed text message allegedly from the victim. The text message detailed paying back money owed and that he was "fine". On November 15, 2009, Sentorria Butler, who is the biological

\$17#516S

CHA # 1553030

mother to the victims child, contacted Polk County detectives. Ms. Butler advised the defendant offered to sign over a \$250,000 home to her if she (Butler) admitted to police that she had seen the victim alive recently. The defendant was later interviewed by Polk County detectives regarding a false police report made by Ms. Butler, that the victim was seen by her. The defendant acted relieved that he (victim) was alive and immediately called Ms. Butler in the presence of detectives and asked her (Butler) why she did not tell her (Moore) that Abraham Shakespeare was seen. On December 27, 2009, Ms. Walker (victim's mother) received a telephone call allegedly from the victim while at a restaurant with the defendant. Ms. Walker knew the voice was not her son's. The call was actually made by who later admitted to Polk County detectives that he was paid to do so by the defendant.

On January 30, 2010, Ms. Moore again re-initiates contact with Det. Wallace and affiant. She advised she needed to tell the truth and requested another interview. Upon Ms. Moore's arrival to HCSO CID, she was read consent to be interviewed and understood her Miranda warning, therefore waiving her rights to an attorney being present. During this version of testimony, Ms. Moore advised that her attorney David Howard Stitzel came to her office on or about April 6, 2009 with two unknown white male drug dealers. Ms. Moore advised the victim, Abraham Shakespeare was present and an argument ensued. As a result, the victim pulled out a gun a attempted to fire a shot at David Stitzel, however his firearm malfunctioned. Ms. Moore advised her gun safe happened to be open, therefore David Stitzel grabbed her .38 caliber revolver and returned fire, striking the victim in the chest. Ms. Moore then stated that David Stitzel left with one of the other unknown males while the second unknown male requested her to have a hole dug outside and that he would take care of the victim.

In conclusion, Ms. Moore has provided several accounts as to how Abraham Shakespeare was killed. In every account, Ms. Moore has admitted being present when Abraham Shakespeare was killed. There is no credible evidence linking anyone other than Dee Dee Moore to the homicide of Abraham Shakespeare. Ms. Moore has also provided a .38 caliber Smith and Wesson revolver to acting as a confidential source for the Polk County Sheriff's Office, in an attempt to provide factual evidence to the Undercover Detective previously mentioned. She identified this revolver, which was her own firearm, as the weapon used to kill Abraham Shakespeare. Ms. to find a willing participant who would take Moore solicited blame for the murder of Abraham Shakespeare for the sum of \$50,000 paid to his or her exactly where the victim's family. Ms. Moore had also shown remains would be found, indicating her knowledge of the exact location of where she had placed Abraham Shakespeare. And lastly, items of which Ms. Moore had purchased and left in a utility trailer for concealment and cleaning after the remains were excavated were found during service of a court authorized search warrant. Ms. Moore was located on store surveillance at several stores purchasing these items. Ms. Moore had a financial motive to kill Abraham Shakespeare and to conceal the truth concerning his murder and disappearance. This incident occurred within Hillsborough County, Florida. Per the Hillsborough County Medical Examiner, the cause and manner of death for Abraham

\$17#5165

CRA# 1553030

Shakespeare is Homicidal Violence including gunshot wounds to chest with perforation of lung. The defendant can be identified via a Florida Driver's License.

د. 1. م. د. 1. م. د.

SUT. AMG BST

Art Sib