

SUNGARD®

HTE INC.

Case#: 1-09-101398

VENICE POLICE DEPT INCIDENT REPORT				
Occurrence Date/Time: 7/25/2009 12:05 / 7/27/2009 7:00		Classification: Criminal Mischief	Status: Unfounded	Day of week: Saturday
Location: 639 CORNWELL ON THE GULF VENICE		Common Name:		
Location Type: Residence-Other		Beat: Zone 2	Zone: Detective Division	
District:		Alcohol Related: Unknown	Drug Related: Unknown	
Dispatch Date / Time: 7/27/2009 9:32	Respond Date / Time: 7/27/2009 9:39	Arrive Date / Time: 7/27/2009 9:39	Clear Date / Time: 7/27/2009 11:34	

PROPERTY INFORMATION # 1				
Property Type: PUMP		Category: DAMAGED Property	Description: IRRIGATION SYSTEM PUMP & WIRES	
Make / Model:		Condition:		
Color:	Value: 1,200.00	Serial #:	Recovered Value: 0.00	
Insured By:				

PROPERTY INFORMATION # 2				
Property Type: WIRE		Category: DAMAGED Property	Description: WIRES FOR A FOUNTAIN	
Make / Model:		Condition:		
Color:	Value: 67.10	Serial #:	Recovered Value: 0.00	
Insured By:				

PROPERTY INFORMATION # 3				
Property Type: WIRE		Category: DAMAGED Property	Description: WIRES FOR THE FOUNTAIN	
Make / Model:		Condition:		
Color:	Value: 470.40	Serial #:	Recovered Value: 0.00	

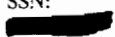
Insured By:

OFFENSE INFORMATION # 1			
Federal Classification:	State Classification: Destruction/Damage/Vandalism	Statute: 806.13 (1B3)-\$1000	Att/Complete: Committed
Weapons:	Criminal Activity:		
State Disposition:	Federal Disposition: Open	Exceptionally Cleared:	

OFFENSE INFORMATION # 2			
Federal Classification:	State Classification: Misc. (Non-UCR)	Statute: 806.13 (1B1)-200	Att/Complete: Committed
Weapons:	Criminal Activity: Unknown		
State Disposition:	Federal Disposition:	Exceptionally Cleared:	

OFFENSE INFORMATION # 3			
Federal Classification:	State Classification: Misc. (Non-UCR)	Statute: 806.13 (1B2)-OVER	Att/Complete: Committed
Weapons:	Criminal Activity: Unknown		
State Disposition:	Federal Disposition:	Exceptionally Cleared:	

VICTIM INFORMATION 1							
Name: WALIA, HARRY				Address: 639 CORNWELL ON THE GULF VENICE FL			
Birth Date: 11/18/1954	Age: 54	Sex: Male	Race: White	Ethnic:	Hair Color:	Height:	Weight:
Injury Type:			Extent of Injury:			Driver's License #:	
SSN:	Occupation:	Employer:			Employer Phone:		

SUSPECT INFORMATION 1							
Name: MOORE, GARRY A				Address: 6016 ORCHIS RD VENICE FL 34293			
Birth Date: 4/10/1963	Age: 46	Sex: Male	Race: White	Ethnic:	Hair Color:	Height: 510	Weight: 180
Eye Color:	Build:	Facial Hair:	Speech:		Caution:	Driver's License #: M600-281-63-130-0, FL	
SSN: 	Occupation:	Employer:		Employer Phone:	Alias:		

WITNESS INFORMATION 1	
Name: GRIGGS, RICHARD	Address: MOHAWK RD VENICE FL

Birth Date:	Age: 18	Sex: Male	Race: Unknown/Not	SSN:	License #:	Home Telephone #:
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WITNESS INFORMATION 2

Name: SKEFFINGTON, HEATHER A			Address: 1578 SIESTA DR SARASOTA FL 34242			
Birth Date: 10/31/1971	Age: 37	Sex: Female	Race: White	SSN:	License #:	Home Telephone #:

WITNESS INFORMATION 3

Name: PANKOVA, DIANA			Address: 3432 SR 580 #420 SAFETY HARBOR FL 34695			
Birth Date: 12/21/1969	Age: 39	Sex: Female	Race: White	SSN:	License #:	Home Telephone #:

WITNESS INFORMATION 4

Name: PANKOVA, DIANA			Address: 3432 SR 580 420 SAFETY HARBOR FL 34695			
Birth Date: 12/21/1969	Age: 39	Sex: Female	Race:	SSN:	License #: P521174699610	Home Telephone #: 727/512-0371

Supplement: CAD Information

Call#: 092080025 Beat: Zone 2 Units.: 126 Employees: 0000000126 SMYTH, DAVID
Call change from S89 to S40 BY DISPBG1 P 01 0000000244 COMPL HAS BEEN THREATEN BY GARY WHOM SHE
HIRED TO DO LAWN WORK. NO MONEY EXCHANGED HANDS

Supplement: Original**Synopsis: =====**

On 7-24-09 Garry Moore of State of The Art Landscaping did some work on a fountain and some landscaping work at 639 Cornwell On The Gulf. Heather Skeffington said he was upset that he didn't get paid right away because the owners were not there to sign the checks. Harry Walia said he believes Moore vandalized the irrigation system pump. Source:

Dispatch.**Narrative: =====**

On 7-23 and 7-24-09 Garry Moore of State of The Art Landscaping did some work on a fountain and some landscaping work at 639 Cornwell On The Gulf. He was upset that he didn't get paid right away because the owners were not there to sign the checks. Heather Skeffington contacted State of The Art Landscaping to do the work. Mr. Walia said Moore was told he would be paid on 7-27-09. When Moore completed the job he insisted that he be paid and told Heather that he would return to the property and remove the fountain pump he installed if he wasn't paid quickly. Moore left several messages on Heathers phone stating he would return to remove the fountain pump. The irrigation system for the property would not work after Moore worked on the property. On 7-25-09 some tools were found by the junction box. The tools do not belong to Mr. Walia. Mr. Walia and Diana Pankova said wires to the junction box of the irrigation system were disconnected and wires to the irrigation pump were tampered with. They said the irrigation pump was damaged by the tampering of the wires. On 7-25-09 Pankova discovered the irrigation system did not work. Mr. Walia said that on 7-27-09 Moore returned to the property to receive payment. He offered to fix the irrigation system which he estimated the repairs to be \$1,250.00 but said he would do it for \$850.00. When he was asked why he should be paid for damage to the system Moore caused he became enraged and left without taking his checks for the fountain pump and landscaping work. Mr Walia and Diana Pankova said they believe Garry Moore vandalized the irrigation pump. On 7-28-09 I made contact with Garry Moore by telephone. Mr. Moore said on 7-22-09 he was contacted by Heather Skeffington do work at Mr. Walia's residence and have it completed by 7-25-09. On 7-24-09 he met with Heather and Mr. Walia at 639 Cornwell On The Gulf and gave an estimate to replace the fountain pump. He was asked to do the job. Heather, Moore and his crew completed the fountain repair. When he was done Mr. Walia asked him to return the next day to do landscaping work. Mr. Moore said Mr. Walia said he would pay him with one big check for the fountain repair and landscaping work when the two jobs were completed. Mr. Moore said Richard Griggs, one of his temporary workers, discovered the irrigation pump was not working on 7-23-09 when he tried to get water for the fountain they repaired. Mr. Moore said that on 7-24-09 after landscaping work was done about 6:00 PM he removed the cover for the pressure switch for the irrigation pump and used a volt meter to check the wires and found the pump not working. He said Heather Skeffington was with him at the time. He told Heather it would cost about \$1200.00 to repair the irrigation pump. Heather told him to go ahead and do the job. Mr. Moore said he would not repair the irrigation pump until he is paid for the other completed work. Mr. Moore said on 7-24-09 when he completed the landscaping work Mr. Walia was not there to pay him as he understood the agreement to be.

On 7-25-09 Mr. Moore went to the Walia residence and talked to Candace, an aide to Mr. Walia, who he gave invoices for the completed work. He was told someone would call him later that day. He never received a telephone call from Mr. Walia or his representatives so he called Heather several times over the weekend trying to get payment. He said after he contacted Heather she told him to meet on 7-27-09 at Mr. Walia's for payment. Mr. Moore said on 7-27-09 he returned to Mr. Walia's house and Mr. Walia began yelling at him about him being unprofessional on how he tried to collect his payment. Mr. Moore said Mr. Walia was yelling calling him a punk so he left to avoid confrontation. After I talked to Mr. Moore I attempted to contact Mr. Walia and Heather Skeffington to try and verify his statement. I was unable to contact either Mr. Walia or Heather Skeffington.

Disposition: _____

Open Forms: _____

_____ Affidavits 3

Copy of Invoice

Supplement: Supplemental

INVESTIGATIVE ACTION TAKEN:

On 7/29/09 I was assigned as the investigator regarding case # 09-101398 a Criminal Mischief. On 7/31 I received a call from Gary Moore the subject that did the Land Scape work for Mr Walia the victim. Moore came in to the station and gave a written statement as to what had happened as he wanted his side of the story told. He stated he had not been paid for a job he had been hired to do by Heather Skeffington, an employee of Harry Walia. On 8/4 at 9:50 I spoke with Mr. Walia who advised that Heather was receiving threatening messages from Mr Moore reference his not being paid for the finished job. When asked about the payment, Mr Walia stated the bill had not been paid and that his attorney had advised him to get an estimate for the repair of the pump that Mr Moore had allegedly damaged and pay the difference. On 8/6 I returned Mr Walia's call and left a message. On 8/14 I spoke with Mr Walia and Heather who were alleging that Mr Moore was continuing to harass them about being paid and were concerned about his appearing anytime on the property. At that time the bill for work done had not been paid. On 9/1 after speaking with Lt Solanes about the case I left a voice mail with Mr Walia advising that I had no new information on the case and it was basically the statements of each with no supportive evidence either way. I told him that I would be putting the case on in-active status until new information surfaced. When I checked my Police Department voicemail I had a message from Gary Moore expressing concern that he had heard Mr Walia had filed bankruptcy and how would he get paid. I received a call from Dispatch advising that Mr Walia was in the lobby and wanted to speak with me. I called him on the phone and he was angry stating that He had called the last two days for me reference the case and hadn't heard from me. I advised I had checked my messages that morning and had nothing from him concerning the case. He said there had been two more instances of damage being done to the pump and asked if his house was going to have to burn down or He get killed before we would do anything about it. I advised I had heard nothing about additional damage to his property and would have a patrol unit come in to take a report and get his statement. I then called Lt Solanes and gave him an up-date reference the case.

FORMS USED:

Supplement

Supplement: Supplemental

SYNOPSIS OF EVENTS: _____

On, September 1, 2009, victim, Harry Walia, reported additional damage has been done to his fountain.

SOURCE OF ACTIVITY: _____

I was dispatched by VPD communications.

INVESTIGATIVE ACTION TAKEN: _____

I initially met with the victim and the Venice Police Department and he described the circumstances. provided him with a departmental affidavit to complete. I later met with the victim at his residence, at his request, in order to obtain the written statement.

The victim stated that since the original reported incident he has had the fountain repaired two additional times. He said he hired an electrician to repair the fountain from Best Electric and the electrician advised it appeared the damage to the fountain was caused intentionally on all three occasions. The victim believes the suspect has been involved in all the incidences based on the suspect being the last person to repair the fountain before the first damage was located and that he received what the victim considered to be threatening telephone calls from the suspect. The victim said he provided the call information to the police department.

The cost of the last two repairs were \$67.10 and \$470.40.

The victim provided me with a written affidavit as well as contact information for the electrician. This information will be forwarded to the investigating Officer, D. Aker.

DISPOSITION: =====

Active investigation.

FORMS USED: =====

Victim Affidavit

Supplement: Supplemental

On 7-27-09 I took initial report of criminal mischief at 639 Cornwell On The Gulf. At that time the damage being reported was to an irrigation pump/system. While taking the report Heather Skeffington played voicemail message on her cellular telephone from Garry Moore. The message from Moore (Skeffington identified his voice) was that he would come and remove the fountain pump he installed because money was still owed him for his work. Although he sounded upset Moore did not make threats against persons in the messages, he said he was going to remove a pump which he installed because he did not receive payment for his work. At the time of the original report Skeffington said she was going to save the voicemail message from Moore.

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***** N A R R A T I V E # 6 *****
Det. Sgt. Supplement Reported By: PERISHO, RONALD W. 9/23/09
 Entered By.: PERISHO, RONALD W. 9/23/09
 Reviewed By: SOLANES, RONALD J. 9/23/09

DETECTIVE FOLLOW UP INVESTIGATION
=====
By: Det. Sgt. Perisho

SYNOPSIS OF EVENTS:
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On 09/01/09, I was assigned to conduct a follow-up investigation in regards to V.P.D. Case # 09-101398, Criminal Mischief.

INVESTIGATIVE ACTION TAKEN:
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Personal interviews were conducted and the scene was inspected.

GARY MOORE INTERVIEW:
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On 09/03/09, I interviewed Gary Moore at the Venice Police Department. The following is his testimony of the incident.

Moore stated, on Tuesday, 07/21/09, Heather Skeffington a paid representative for Mr. Walia contacted him to repair a water fountain and to clean up the landscape. Walia was preparing for a political campaign dinner at his residence, scheduled for 07/24/09. Moore informed Skeffington if he was to do the work he would need to be paid as soon as he was done. She assured him it would not be a problem, and Mr. Walia would pay him immediately and requested his assistance.

On Wednesday, 07/22/09 at approximately 0845 hours, Moore arrived at Walia's residence to provide an estimate for the fountain repairs. Moore spoke with Walia for approximately 10 minutes, informing his labor costs are \$45.00 per hour to include repair of the water fountain and landscape clean up. He also provided Walia with a personal reference testimony. Walia stated to him, he could not ask for anything more than that and to go ahead and start the job.

On Wednesday, 07/22/09 at approximately 1000 hours, Moore arrived at Walia's residence with an associate Richard Gross to begin the fountain repair. The fountain electrical wiring was in very poor condition (see attached photographs). Moore and Gross pressured washed the fountain, and repaired the electrical wiring and replaced a water pump. After completion of the fountain repair, Skeffington asked Moore to purchase and install a Mister Kit for the back deck. Upon completion of the installation of the Mister Kit, Moore asked for payment. Skeffington asked him to return the following day to complete

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the landscape clean up, at which time he would receive both checks (fountain repair/landscape clean up).

On Thursday, 07/23/09, Moore stated, he arrived at Walia's residence with a dump truck, a lawn maintenance trailer and equipment, and four men in order to complete the landscape clean up. The clean up was completed, and billed at 12 man-hours at \$32.50 per hour in addition to a \$100 dump fee.

On Friday, 07/24/09, Moore stated, he returned to Walia's residence in order to receive payment for the work he has done. There was no answer at the front door, despite several cars in the driveway and several persons could be heard with in the residence. Later in the afternoon, Moore returns to Walia's residence, and again no answer at the front door despite several persons present within the residence. Moore stops and requests help from Cameron Taylor who was at the residence assisting in setting up for a political party. In turn, Candia Mausser (Mr. Walia s campaign manager) came out and addresses Moore. Mausser stated, she knows nothing about it but will get the invoices to Walia and he will take care of it. No calls were received during the remainder of the day stating the checks were available for pick up.

On Saturday, 07/25/09, Moore stated, he and Griggs returned to the Walia's residence after they had received notice the pump was not working. Upon their arrival, they found the fountain pump working perfectly. Griggs photographed the working fountain to document the incident. At this time, Skeffington stated the irrigation pump was not working. Moore informs Skeffington, he and Griggs had never worked or touched the well system. Moore at Skeffington s request checks the pump utilizing a voltage meter checking the voltage at the well-head finding there is power. At no time were any wires or anything internal removed. Skeffington requested Moore to conduct the well repairs. Moore decline to continue with any additional work/repairs until he was compensated for the work he has already done. Walia was not present at the residence and payment was not received. Skeffington stated, she would wait at the residence until Walia returns and obtain the checks and would call him. That afternoon, he received no calls.

On Saturday, 07/25/2009, Moore stated, he called Skeffington leaving a message it would be in her best interest that he get him paid. Skeffington called Moore back later in the day and assures him he will get paid on Monday, 07/27/09 at 9 am and to meet her at Mr. Walia's residence.

On Monday, 07/27/09 at 9 a.m., Moore stated, he arrived at Walia's residence and meets Skeffington and they entered into the residence into Walia s first floor office. Moore sits across a table from Walia, also present are Mrs. Skeffington and Mrs. Mausser. Walia stated to him he has no invoices and the fountain does not work. Moore stated he replied, it is on now let s look at it. Walia just looked back at him. Moore stated, Walia can I just get my money. Walia goes off in a rage with his fist clinched, calling him a punk and he does not know who

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your fucking with, this is a four million dollar house, who the hell are you to come up here leaving bills on cars. Moore stated, he calmly looked down and exited the house. Moore stated, Walia definitely wanted to fight and I felt very threatened, and I called the Venice Police Department to report the incident.

Moore stated, on Tuesday, 07/28/09, Officer Smyth contacted him with Walia's side of the story which he reported to the police. He states it was in contrast to his, and was a completely untrue. That he believes Walia sabotaged the well s electric in order to avoid paying the bill.

During Moore s interview, he presented me with Walia's old parts he had replaced, State of the Art Landscaping invoices dated 07/22/09 & 07/23/09, 3 receipts for the parts purchased, a certified mail receipt dated 07/28/09, a Sarasota County Solid Waste invoice dated 07/27/09, a Englewood Nursery invoice dated 07/23/09 ordered by Heather #526-9333/ Cornwell on the Gulf, a Sarasota County Small Claims Court Defendant's Answer and Counter Claim filing #2009-SC-005156 SC with Exhibit A, and a Letter of Recommendation.

I photographed the old parts, they were completely inoperative and in very poor condition, severely rusted, and mineral scaled. I copied all of the paperwork submitted. All photographs and copies of the paperwork were placed into the case file.

Moore has previously submitted a Sworn Written Affidavit to the incident.

RICHARD GRIGGS INTERVIEW:

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On 09/03/2009, I interviewed Richard Griggs at the Venice Police Department. The following is his testimony of the incident.

Griggs stated on Wednesday, 07/22/09, he assisted Moore in the disassembly and rebuilding of Walia's driveway water fountain. They started about 10 am rebuilding the electrical system and replaced the pump, pressure cleaned the components, and reassembled the fountain. The fountain worked perfectly post their repairs. At approximately 2:30 pm at the request of Skeffington, they went to Home Depot and purchased a Mister Kit returning to install in on the upper rear patio. The Mister worked perfectly post their installation. Griggs stated, Skeffington and Walia were aware of their prescience the entire day.

Griggs stated on Saturday morning, 07/25/09, he and Moore returned to the Walia's residence after they had received notice the pump was not working. Upon their arrival, they found the fountain pump working perfectly. Griggs photographed the working fountain to document the incident. At this time, Skeffington stated to them the irrigation pump was not working. Griggs stated, he and Moore had never worked or

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touched the well system. Moore at Skeffington s request checked the pump utilizing a voltage meter. A check of the voltage at the wellhead finds there is power. At no time, were any wires or anything internal removed. Skeffington stated to them, we need to repair the irrigation pump before Moore gets paid. Moore refused to start another job until he was paid for the jobs previously completed.

I copied the dated photographs provided and placed them into the case file.

Griggs submitted a Sworn Written Affidavit to the incident.

HARRY WALIA INTERVIEW:

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On Thursday, 09/03/09 I conducted a recorded interview with Harry Walia at his residence. The following is his testimony of the incident.

Walia stated, he was preparing for an upcoming political party. He had hired sub-contractor Heather Skeffington as a party planner. He stated, he had given her the authority to make the decisions as well as hiring of other sub-contractor in the party preparations. He had assigned her the task of the things he wanted to get done. Skeffington had contacted Moore to repair the fountain and landscape clean up.

Walia stated, Moore did repair the fountain and it was working, and completed the landscape clean up. The agreed upon price for Moore's work, was between Skeffington and Moore, he was not involved. That there was no issues over the agree upon price for Moore's work. Walia admitted, he was not available sign the checks for payment for services and arranged to meet the next day. The next day Walia was with the Attorney General and they were leaving. Moore approached them attempting to hand him an invoice. Walia stated, he directed Moore to deal with Skeffington or his secretary (Candia Lynch Mausser), that they will take care of payment.

The following day Saturday, 07/25/09, Walia stated, he had called Skeffington to thank her for the work she done, and informed her the fountain was not working. Skeffington replied, Oh well can we met on Monday to settle these accounts. He replied, sure Monday, 9 o clock, please come and the checks are ready.

Walia accused Moore of tampering with his well three times, due to the messages he had left on Skeffington's cell phone over the weekend. He stated, the well s electrical cover taken had been taken off and the wires were disconnected. He believes, Moore was frightened off on one occasion because tools were found at the wellhead. Walia stated, the electrician documented the disconnected wires as intentional.

Walia further stated, Skeffington informed him the \$100 dumping fee on Moore s invoice should only be \$7 at the county dump. I questioned Walia on how she would know this and he replied, because she is a

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contractor and she knows this.

On Monday, 07/27/09, at 9 o'clock, Skeffington and Moore walked into Walia residence together and they sit down at the table in his office. Walia states, the following persons were present in the room with him, Mr. Moore (the landscaper), Mrs. Lynch-Mausser (his secretary), Mrs. Skeffington (his party planner), and Mrs. Pankova (his attorney and girlfriend).

Walia's secretary (Candia Lynch-Mausser) had all the checks ready for him to sign. Walia stated, he addressed Skeffington that the fountain was not working, what happen? Skeffington replied, Moore was very upset because he had not been paid, and has left several cell phone messages that he was going to vandalize the property and disassemble the fountain pump. Walia stated, he confronted Moore about the fountain not working and about the messages left on Skeffington's cell phone, and accused Moore of vandalizing his well. Walia stated, Moore got very upset by being confronted, started talking very loud and cursing, and left without taking the checks.

Walia advised after the meeting Moore filed a lien on his property. Pankova (his attorney and girlfriend) is responding to the legal matter. Walia stated, "He is now spending a lot more on these, than we owe him".

Now during questioning Walia changes his testimony from earlier stating, "We didn't even hired him. It is actually fraud. Heather is an independent person. So he has to go to her to collect the money, Heather has to come to me".

I questioned Walia regarding his previous statement of Heather working under his authority as his representative. Walia stated, "Heather is not my job. I hired Heather, who she hires I don't control. Heather should have been billed not me. She is the responsible contact not me, the responsible person for it not me".

Upon further question, if he has ever contacted Skeffington and told her she is the responsible party. Walia replied, "I didn't want to say anything. She knows she is the responsible party but he has never told this". When questioned as to why he has never informed her she is the responsible party. Walia replied, "This poor girl is just starting her life in this town, and is just trying to make a living".

I questioned Walia as to why he would write checks for Moore when Skeffington is the responsible party. Walia response was, "To protect my property. If I pay to Heather, Heather doesn't pay him, he can file a lien on my property". Walia goes on to explain to me his practice of how he pays his subcontractors directly, instead of him paying the contractors avoiding any problems of the contractor not paying the subcontractors.

I questioned Walia if he has ever paid any other subcontractors (i.e. caterers, party) hired by Heather, that Heather should have paid? Walia

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replied, "Yes, twice".

Walia stated, "Heather submits her bill on how many hours she has worked, and I give a check".

Walia accused Moore of tampering with his well, I asked if he had a witness or video surveillance to support his claim. Walia had no supporting evidence to support his accusations.

Walia provided me with copies of Best Electric service invoices dated 08/7,10,25/09 . I have placed the invoices into the case file.

CANDIA LYNCH-MAUSSER INTERVIEW:

=====

On Thursday, 09/03/09 I conducted a recorded interview with Candia Lynch-Mausser at Mr. Walia s residence. The following is her testimony of the incident.

Lynch stated, she is employed by Walia as his assistant. She was hired at the end of June 2009. She stated, Skeffington hired Moore to repair the fountain. Moore completed the repairs on Thursday, 07/23/09, and he came back on Friday, 07/24/09, to do the landscape clean up. This work was done to prepare for a fund raiser that Friday evening.

Lynch stated, earlier that Friday, Moore presented an invoice to Skeffington, and Mr. Walia was not present at his residence. Moore came back that Friday afternoon and placed his invoice on the windshield of her car. Later that Friday evening, Moore had returned with a second invoice and presented it to Lynch requested a check for the first invoice. Lynch advised Moore she did not have a check for him, they could call him and let him know. But, Mr. Walia was not even there to sign the checks. She informed Moore it was not a convenient time tonight. Moore handed her the second invoice, and stated he was promised payment upon completion of the job.

Lynch avoided my questioning as to who was the responsible party to pay Moore, Mr. Walia or Mrs. Skeffington. Lynch stated, on Friday 07/24/09, she wrote out two of Mr. Walia's checks paid to the order of State of the Art Landscaping. When questioned as to why Mr. Walia would have checks written out to Mr. Moore, if Mrs. Skeffington was the responsible party? Lynch replied, "Mrs. Skeffington is not incorporated, she just works for the Ritz Carlton. She is not on Mr. Walia s payroll, and she works for Mr. Walia only as a side job helping with parties". I asked Lynch, since Skeffington is not working in an official capacity would she ever be expected to pay a subcontractor out of her own account. Lynch replied, "No, probable not".

Lynch states, she was not present and arrived after the scheduled meeting on Monday, 07/27/09, at 9 o clock, nor has she heard the messages on Skeffington's cell phone.

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Lynch states, she called Best Electric for service, they arrived on 08/07/09.

Lynch submitted a Sworn Written Affidavit to the incident.

HEATHER SKEFFINGTON INTERVIEW:

=====

On Thursday, 09/03/09 I conducted a recorded interview with Heather Skeffington. The following is her testimony of the incident.

Skeffington stated, she was employed by Walia as a party planner in preparation for the political fund raiser party on Friday, 07/24/09. She was paid directly by Walia for her services. She contracted Moore to conduct the water fountain repairs and landscape clean up. Walia was the responsible party to pay Moore for the repairs. At no point in time, was she responsible party, nor directed by Walia she was the responsible party to pay subcontractor Moore.

Skeffington stated, she had informed Moore upon contracting him that payment would be available on Monday 07/27/09.

Skeffington stated, she had received threatening cell phone messages from Moore over the weekend of 07/25-26/09. The nature of the messages was he would disassembly the fountain, trash her name, and make sure Walia would not be elected. She stated, there were no threats of bodily harm. She no longer has the recorded messages.

Skeffington stated, she was present for the scheduled meeting at Walia's residence on Monday, 07/27/09, at 0900 hours. She met Moore outside in the driveway and they walk in together. She stated, there was no problem with Moore's bill, and there were signed checks by Mr. Walia just sitting there waiting for him. Walia confronted Moore in regards to the sprinkler system and Moore got up, started ranting and just left. The entire meeting lasted about five minutes.

Skeffington stated, the dumping fee on Moore's invoice should only be \$20, that there is no dumping fees at the dump for a minimum amount of weight.

Skeffington stated, "Mr. Moore did a great job in the repairs of the water fountain and the landscape clean up".

Skeffington stated, "Mr. Walia pays for everything, all of the subcontractors and pays right on time. She has never paid any of the subcontractors. She has nothing, she is just trying to help him out".

Skeffington makes the accusation Moore tampered/dismantled with Mr. Walia's well, based on the messages and she recognized the tools found by the sprinkler system. She has no substantial evidence to confirm the accusation.

Skeffington makes mention of high concerns and physical fear of Mr.

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Moore for herself and Mr. Walia. However, her interactions and behavior with Moore do not indicate such. When asked if Mr. Moore has ever threatened bodily harm. She stated, "No, Honey I'm a pretty tough girl, you know I'm pretty tough. I've been a landscaper for 15 years now. I like lift weights, I can handle myself. I am going to protect harry. I'm going to protect him big time. I'm not going to let anyone like this, do this to him. He just prejudice against him".

Skeffington goes on to say the signed checks were just sitting there for him. At this time, I inform, her the checks were not signed. There is a long pause and she replied, "Well, I thought they were signed".

At this time, I inform Skeffington that Mr. Walia stated, she is financially responsible to pay Mr. Moore. Her response was, "Why would I be, it s not my house. Okay, I ll talk to Harry. It s not my house. Okay, if Harry needs me to technically do that, then that s fine. But they were the ones writing the check that morning. But if I mean that, if Harry feels that I am responsible for that, then I will take responsibility for that. I mean, Harry is a very good friend and I will stick by him thick and thin".

I question Skeffington, if she signs or has ever signed checks for Mr. Walia. Skeffington states, "No, I do not". I further question Skeffington if she has ever dispersed funds for Mr. Walia. Skeffington states, "No, I have not".

Skeffington has previously submitted a Sworn Written Affidavit to the incident.

RONALD PARISH INTERVIEW:

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On Friday, 09/04/09 I conducted a recorded interview with Ronald Parish. The following is his testimony of the incident.

Parish is an electrician employed by Best Electric. On 08/07, 10, & 25/09 he responded to Mr. Walia's residence for service calls placed by Mrs. Lynch.

Parish stated, on Friday 08/07/09, during the service call he found the disconnect switch hanging out of the wall beside the house by the air conditioner. The switch had been hanging out for a long time, and it was unsafe. There was over spray paint on the switch as well as the air conditioner from when the house had been repainted. There was power at the pressure switch, which controls the well pump. At the wellhead, he opened the closed junction box, and found a wire disconnected with a wire nut on each disconnected wire. One of the wire nuts was different from the others. He reconnected the wires, and the well was operational. He returned on Monday to complete the repairs.

Parish stated, the electrical wiring for the well was a Mickey Mouse job, it was not put together the right way.

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Parish stated, Walia said his "irrigation guy" had informed him the pump was not getting power.

On the 08/25/09, Mr. Parish had a return service call to Mr. Walia's residence. The well s circuit breaker was tripped and the well was not working. The power wire from the wellhead to the pump adjacent to the house had been shorting out and was burned up. The wrong type of wiring (extension cord type) had been used in a previous installation.

Parish states, he found nothing intentionally damaged. What he did find was unsafe electrical conditions, which had been that way for a long time. Someone intentionally capped the disconnected wires for safety sake. It may have been that way for weeks or years, he doesn't know.

DIANA PANKOVA INTERVIEW:

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I been unsuccessful in speaking with Mrs. Pankova.

Pankova has previously submitted a Sworn Written Affidavit on 07/27/09. In her affidavit, she makes the allegation Moore had vandalized Walia's property. She did not document any evidence or provide witness testimony to support the allegation.

SCENE INSPECTION:

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On Thursday, 09/03/09, after interviews with Walia and Lynch I conducted an inspection of the Walia's property. The inspection was of the driveway water fountain, the Mister Kit on the back deck, the exterior electrical housings, and surrounding curtilage. Walia s residence is located directly on beach front property.

Upon inspection of the water fountain, it was not operational the power had been previously turned off by Walia. The fountain was clean and I could see a new water pump and float installed at the base of the large catch basin. I requested Walia to turn on the power to activate the fountain. Upon the power being turned on, flowing water was pumped to the top allowing it to land in the catch basin below. I checked the pump s exposed float and it worked properly. The water fountain worked perfectly as designed.

I conducted an inspection of the surrounding cartilage. I observed the exterior house paint over sprayed on the air conditioner unit, electrical circuit breaker boxes. I observed there were no doors on some of the circuit breaker boxes with visible sign of exterior rust present.

The above ground water pump, air conditioner unit, and electrical circuit breaker boxes are directly exposed to the weather elements

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with no protection.

INVESTIGATIVE FINDINGS:
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On Tuesday, 07/21/09, a Mrs. Skeffington a paid employee/representative of Mr. Walia engaged into a verbal contract with Mr. Moore the owner/operator of State of the Art Landscaping to conduct the repairs of Mr. Walia's driveway water fountain and landscape clean up of his residence.

On Wednesday, 07/22/09, Mr. Moore in "Good Faith" completed the fountain repairs, as well as the additional request by Mrs. Skeffington to install the Mister Kit on the back deck.

On Thursday, 07/23/09, Mr. Moore in "Good Faith" completed the landscape clean up. As of the writing of this report, Mr. Moore has not been paid for his services.

DISPOSITION:
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There is no evidence, witness testimony, or surveillance to support the allegations of criminal mischief.

The testimony given by the electrician is that Mr. Walia's electrical wiring is a Mickey Mouse job and is an unsafe condition and has been for quite some time. He found nothing intentionally damaged, and said someone had intentionally capped the disconnected wires for safety sake.

Based on the totality of the investigative findings, this investigation is closed as "Unfounded".

FORMS ATTACHED:
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- (1) Lynch Recorded Interview (DVD)
- (1) Parish Recorded Interview (DVD)
- (1) Skeffington Recorded Interview (DVD)
- (1) Walia Recorded Interview (DVD)
- (1) Sworn Written Affidavit by Moore dated 07/31/09
- (1) Sworn Written Affidavit by Walia dated 07/27/09
- (1) Sworn Written Affidavit by Skeffington dated 07/27/09
- (1) Sworn Written Affidavit by Lynch dated 09/03/09
- (1) Sworn Written Affidavit by Griggs dated 09/03/09
- (1) Typed Statement by Moore 2 pages
- (3) Best Electric Service Invoices #10121,#10122,#10164 (Copies) submitted by Walia
- (2) State of the Art Landscaping Service Invoices (Copies) submitted by Walia
- (2) Walia Checks #2052,#2053 Unsigned (Copies)

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- (19) Photographs taken of Walia's old parts submitted by Moore
- (20) Photographs taken of Walia's water fountain dated 07/25/09a.m. submitted by Griggs
- (8) Receipts submitted by Moore (Copies 7 pages)
- (1) Letter of Recommendation submitted by Moore
- (1) Sarasota County Small Claims Court Defendant's Answer and Counter Claim filing #2009-SC-005156 SC with Exhibit A (6 pages)
- (1) Florida Department of State Division of Corporations search

** End of Report **



VENICE POLICE DEPARTMENT

1350 RIDGEWOOD AVENUE
VENICE, FLORIDA 34292
(941) 486-2444

CASE NUMBER

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Witness Statement

Victim Statement

AFFIDAVIT

INSTRUCTIONS: This form is to be completed by the victim and/or witness of an incident. This form must be completed by the victim when criminal charges could be filed against a suspect(s) and when items could be entered into FCIC/NCIC. All information pertaining to the criminal offense and the suspect(s) should be noted. Correct grammar and spelling is preferred but not required to complete this form.

THIS AFFIDAVIT WAS COMPLETED AT:

ADDRESS 639 Cornwell on the Golf	DAY Monday	MONTH Sept.	DATE 9-1-09	YEAR 2009
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NARRATIVE

After my original complaint was filed on Monday, July 27, 2009, someone intentionally disconnected a wire in the well-head J. box. This was determined by an electrician from Best Electric on Friday, August 7, 2009. This was repaired at a cost of \$470.40. The electrician was again called on Monday, August 10, 2009 to service the fountain and found that the GFI had been intentionally tripped. The service call was an additional \$107.10. The electrician was called a third time on Tuesday, August 25, 2009 to service the system. This time he found the breaker ~~to be~~ in the panel, and that the wire from the pressure switch to the well head had been intentionally melted and damaged. This was deemed to be a very serious fire hazard to the home. The cost for this most recent repair was \$470.40 for the burned cable replacement. My contractor, Heather Duffington, had hired Jerry Moore to provide servicing for the fountain on July 23 and 24, 2009.

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AFFIANT INFORMATION

Affiant's Signature  Date 9-1-09 Time 2:30 PM

Harry Waliq

(Print Name)

Date of Birth 11-18-54

639 Cornwell on the Golf

Address

Venice

City

FL

State

34205

Zip

Telephone number (941) 321-6437

LAW ENFORCEMENT OFFICER

Sworn to and subscribed before me this 1st day of September, 2009



Law Enforcement Officer (Signature)

A. Leisnering

Law Enforcement Officer (Print Name)

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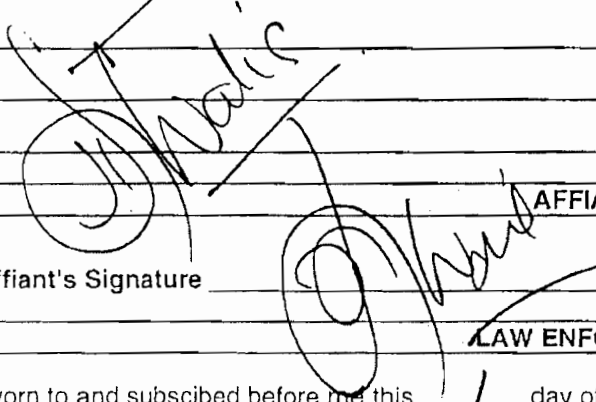
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WITNESS/VICTIM AFFIDAVIT
(CONTINUED)

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NARRATIVE

When he did not receive payment on Friday after 5:30pm on July 24, 2009, he made repeated harassing calls to Ms. Sheffington. Ms. Sheffington played these messages for the VPD officer originally dispatched to my residence at 639 Cornwell on the Gulf. He also attempted to have them recorded as evidence at VPD headquarters, where another officer heard the threatening messages. Mr. Moore made these threats against me for non-payment, when in reality I had never contracted any terms directly with him, but I did have every intention of paying him in full on Monday morning, July 27, 2009. This incident is referenced in the report filed with VPD at my home that day.

 AFFIANT SIGNATURE

Affiant's Signature _____ Date _____ Time _____

LAW ENFORCEMENT OFFICER

Sworn to and subscribed before me this 1 day of September, 2009

a. [Signature] Law Enforcement Officer (Signature) A. Leisenring Law Enforcement Officer (Print Name) 331 PID #