

AFFIDAVIT FOR SEARCH WARRANT

Before me, the Honorable Peggy A. Quince, Chief Justice of the Florida Supreme Court, personally appeared Inspector Travis Lawson of the Florida Department of Law Enforcement, hereinafter "Affiant", who having been previously sworn, deposes and says that he has probable cause to believe that at the premises described as:

SunTrust Bank  
860 West SR 434  
Longwood, FL 32750

more particularly described as and located by the following: From the intersection of SR 434 and Rangeline Road, travel east on SR 434 approximately 1/10th of a mile to the entrance of SunTrust Bank, where the entrance is clearly marked on the right or south side of SR 434 displaying the name of SunTrust. Turn right or south into the parking lot which leads to a single story structure again clearly displaying the name SunTrust and the numeric of 860 posted in white numbers on the front / north entrance to the building. The building has a working drive thru on the west side of the building.

And at the premises described as:

United Legacy Bank (Formerly Riverside Bank)  
425 Highway 17-92 South  
Longwood, FL 32750

more particularly described as and located by the following: From the intersection of SR 434 and SR 600, travel south on SR 600 approximately 1/10th of a mile to the entrance of Sun Shadow Apartments, where the entrance is clearly marked with a sign on the east side of SR 600 displaying the name of Sun Shadow Apartments. Turn left or east off of SR 600 into the Sun

Shadow Apartment entrance and onto Sunbranch Lane. From this location continue approximately 100 feet on Sunbranch Lane to the first entrance way on the right or south side of Sunbranch Lane: Turn right or south into the parking lot entrance which leads to a two story Colonial style brick building, with black shingles, white trim and black shutters. The building has a secondary entrance with two white doors located on the north side of the building and a primary entrance with two white doors located on the west side of the building. Here the numeric of 425 is displayed in white numbers on the left side of the entrance doors. Also, attached to the south side of the building is a non-operational drive thru;

hereinafter referred to as "The Premises", which now contains property, to wit: U.S. coin and/or currency, or the electronic equivalent thereof, specifically located in five bank accounts at two banking institutions. Those accounts are:

[REDACTED] Bank

account # [REDACTED]  
account # [REDACTED]

[REDACTED]  
[REDACTED]

and

[REDACTED] Bank

account # [REDACTED]  
account # [REDACTED]  
account # [REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]

hereinafter referred to as "The Property" which:

- (1) has been used as a means to commit a crime; and/or
- (2) constitutes evidence relevant to proving that certain felonies have been committed, to wit:

Violations of:

- (1) FSS 817.034 Organized Fraud;
- (2) FSS 812.014 Grand Theft; and
- (3) FSS 896.101 Money Laundering.

The facts establishing your Affiant's basis for probable cause that the Property is contained in or on the Premises and constitutes evidence relevant to proving the felonies above is as follows:

Your Affiant is a duly and lawfully appointed Inspector of the Florida Department of Law Enforcement and has all the powers and duties of a Law Enforcement Officer in and for the State of Florida. Your Affiant has been a law enforcement officer for 10 years.

Your Affiant, Travis Lawson, has been employed as a Special Agent with the Florida Department of Law Enforcement (FDLE) since 2000. During your Affiant's tenure with the Florida Department of Law Enforcement, your Affiant has investigated violent crimes as a member of the Miami Regional Operations Center's Violent Crime Squad, money laundering investigations as a member of the South Florida Money Laundering Taskforce, and narcotics and money laundering investigations as a member of the North Florida HIDTA/Unified Drug Enforcement Strike Team (UDEST) in Ocala, Florida. Your Affiant currently conducts public corruption investigations as an Inspector in the Office of Executive Investigations. Your Affiant has obtained and executed search warrants, seizure warrants, arrest warrants and court orders. Prior to employment with the Florida Department of Law Enforcement, your Affiant was a Reserve Deputy Sheriff with the Leon County Sheriff's Office for approximately one and one-half years and was employed as a Criminal Intelligence Analyst with the Florida Department of Law Enforcement.

## BACKGROUND

Your Affiant, on his own and with the help of other law enforcement officers assisting in this investigation, has reviewed documentary evidence including bank records, taken sworn statements, and interviewed witnesses. One such witness, Mr. Delmar W. Johnson, III has assisted in this investigation pursuant to a Deferred Prosecution Agreement he entered into with the State of Florida.

In January, 2007, James A. Greer was elected the Chairman of the Republican Party of Florida (RPOF). The RPOF has its main offices in Tallahassee, Leon County, Florida. Your Affiant has learned through interviews with RPOF staff members that Mr. Greer's salary as the Chairman of the RPOF was initially fixed by the RPOF Executive Board per RPOF Rule 17 of the bylaws at \$95,000 and later raised by the Executive Board, at Mr. Greer's request, to \$130,000. The RPOF Executive Board has the sole discretion and authority to set the Chairman's salary per RPOF Rule 17.

Through RPOF staffers and from other witness interviews, your Affiant has learned that political parties raise money to support party candidates in elections. The money that supports these operations comes from contributions and donations of citizens and businesses that support the party's goals. In order to generate donations, political parties or individual political candidates hire professional consultants and fundraisers who assist and/or staff these fundraising operations.

## **MR. GREER'S ELECTION AS CHAIRMAN OF THE RPOF**

In November, 2006, Charlie Crist was elected Governor of Florida and Carole Jean Jordan was the existing Chairman of the Republican Party of Florida. After Governor Crist's election, a new election was held for RPOF Chairman. Mr. Greer ran for the position of Chairman and Delmar W. Johnson, III was retained to serve as a travel aide to Mr. Greer during his RPOF campaign.

Mr. Johnson and Mr. Greer toured the state introducing Mr. Greer to the various county party officials and asking for their support in the upcoming RPOF election.

Mr. Greer won the Chairman election and began his term in January 2007. On January 28, 2007, Mr. Greer signed a document entitled Republican Party of Florida Loyalty Oath. In addition to confidentiality language, it had a final provision that reads as follows:

"And finally, I pledge to work on behalf of the RPOF in total good faith. If at any point my desires, intentions, or personal agenda ever come in conflict with this document I am to notify officials at RPOF immediately."

## **FUNDRAISING AT RPOF AT THE TIME OF MR. GREER'S ELECTION**

Based on an interview with Richard Swartz, the RPOF CFO, your Affiant learned that at the time of Mr. Greer's election the RPOF was on sound financial footing. RPOF had a professional fundraiser, Meredith O'Rourke, under contract, and she had just completed a successful term as fundraiser for Governor Crist's election bid. Her credentials included nearly twenty years of service as a fundraiser on a number of state and federal campaigns and service as the professional fundraiser on Governor Crist's campaign that raised approximately sixty million

dollars. Because of her experience and qualifications, she was retained under exclusive contract to the RPOF at a thirty thousand dollar monthly flat fee.

As Chairman of the RPOF, Mr. Greer had access to all financial information regarding salaries and contracts of RPOF employees and contractors. Ms. O'Rourke voluntarily told your Affiant that, several months into his Chairmanship, Mr. Greer approached her in her office and stated to her that he realized there was a lot of money to be made in political fundraising. Mr. Greer told her that he could provide big, national clients for her and then together they could make even more money. Ms. O'Rourke told your Affiant that she did not need Mr. Greer's marketing or business development assistance to build relationships with candidates and campaigns she already knew and that she had already agreed to raise funds exclusively for the Governor and the RPOF. Because she did not need Mr. Greer and because of her arrangement with the Governor and the RPOF, she immediately rebuffed his offer and declined his effort to take a percentage of her income.

In the months that followed that meeting, her position changed within RPOF. Ms. O'Rourke stated to your Affiant that her access to the Governor came to be strictly controlled and restricted by Mr. Greer, she was shut out from meetings with major donors that Mr. Greer referred to as "men's only", the Florida economy slowed generally limiting donors' giving capabilities, and fundraising dropped.

In January 2009, Mr. Greer proposed a new contract to Ms. O'Rourke. The new terms called for a fifty percent cut in her base pay but allowed for additional payments on a commission basis.

Your Affiant has been provided a copy of that draft agreement prepared by RPOF General Counsel Dan Nordby. Ms. O'Rourke stated to your Affiant that she agreed to those terms; however, before the contract was formalized, she was hospitalized in Tallahassee for a serious medical condition.

While Ms. O'Rourke was in the hospital, a fact known to Mr. Greer, Mr. Greer called her to demand that she meet him in Tampa to sign the contract. He told her that if she failed to sign it on that day, the offer would be gone and her contract terminated. She checked herself out of the hospital, against her doctor's advice, and drove several hours to Tampa. Ms. O'Rourke further related to your Affiant that when she arrived at the meeting, she was handed a contract that amounted to a nearly eighty-five percent pay cut. Mr. Greer told her that the RPOF had decided to go in a different direction and this was her new contract. She was told to sign it. According to O'Rourke, when she objected to the new terms, Ms. O'Rourke has told your Affiant that Mr. Greer raised his voice, slammed his hand on the table, and said "You don't want to take it to that level." Ms. O'Rourke left the meeting without signing the new contract. Before she got out of the parking lot, her BlackBerry e-mail account controlled by Mr. Greer was already canceled.

In order to keep her job for the remainder of the year, she met with Mr. Greer several days later and signed the contract at its reduced terms. It called for payment of five thousand dollars per month.

Mr. Greer's associate, Mr. Jay Burner, was interviewed by your Affiant and admitted that he was present for the meeting and that it took place in Tampa, Florida. Upon questioning by your

Affiant, he recalled the meeting as professional and cordial but did not recall specific details other than it regarded Ms. O'Rourke's employment status.

#### **OTHER STAFFING CHANGES AT RPOF**

At the beginning of Mr. Greer's second term as Chairman, he announced that Mr. Delmar Johnson would be the new Executive Director of the RPOF. Mr. Johnson had moved up in the RPOF structure from travel aid during Mr. Greer's Chairmanship campaign to a position heading the Orlando office, a deputy Executive Director, and then finally this newly announced position as the top staff person at RPOF. When interviewed by your Affiant, Mr. Johnson indicated he had responsibility for all the general operations of the RPOF as the Executive Director.

#### **THE SCHEME IS OUTLINED**

As further related to your Affiant by Mr. Johnson, soon after Mr. Johnson's new position was announced, Mr. Greer called Mr. Johnson into his office at RPOF headquarters. During that meeting, Mr. Greer told him that he would be the new RPOF fundraiser as well as the Executive Director. Mr. Greer told Mr. Johnson that the two of them would take 10% of all major donor fundraising coming into the RPOF and split it. Mr. Greer would have "the lawyers" take care of all the paperwork and set up a company for the two of them "for tax purposes". Mr. Johnson has told your Affiant that he was instructed not to disclose Mr. Greer's involvement to anyone, to take steps to hide the truth about Mr. Greer's involvement from RPOF and, if questioned, to deny Mr. Greer's interest in the company.

On April 14, 2010, your Affiant questioned Jason Gonzalez, the RPOF General Counsel. According to the RPOF General Counsel, unlike previous fundraising contracts and major



vendor contracts that the RPOF General Counsel had previously reviewed, this new contract signed by Mr. Greer and Mr. Johnson was not submitted to the RPOF General Counsel for review. This is corroborated by a statement from Lela Whitfield, Executive Assistant to Mr. Greer, that she typed up the contract at the direction of Mr. Greer and never forwarded it to the General Counsel. RPOF records and interviews with members of the Executive Board also show that Mr. Greer never sought approval for the compensation increase he had just awarded himself.

### **VICTORY STRATEGIES, LLC**

Department of State records show that for approximately the last ten years Mr. Greer had formed a number of legal entities that listed himself in some form of management position. These forms are typically one or two pages and many of Mr. Greer's legal entities made application through forms with handwritten responses that were signed by Mr. Greer.

Regarding the creation of Victory Strategies, LLC, however, a law firm was hired to handle the establishment of the entity. The Gray Robinson law firm (hereafter "the firm") performed the service and records obtained from Mr. Johnson and the law firm demonstrate that attorneys and staff at the law firm's Tallahassee, Leon County; Tampa, Hillsborough County; and Orlando, Orange County offices were contacted and consulted at various stages of the service provided.

The firm prepared the documents per VSLLC's request and sent the documents to Mr. Greer and Mr. Johnson. The Articles of Organization for the company list Mr. Johnson as the VSLLC President/Secretary/Treasurer with a membership interest of 40 % of the shares and list Mr. Greer with no officer position in the company, but having a membership interest of 60 % of the shares.

On February 4, 2009, VSLLC filed the formal documents with the Florida Department of State and listed only a law firm staff member on the public documents as the authorized representative. Your Affiant has learned from Mr. Johnson and records obtained from the law firm that at the instruction of VSLLC to its legal staff, the public record makes no mention of Mr. Johnson or any mention of Mr. Greer's involvement or controlling interest in VSLLC.

### **THE FUNDRAISING CONTRACT**

In order to effectuate the scheme, Mr. Greer had Mr. Johnson sign a two-page Fundraising Services Agreement ("FSA") between RPOF and VSLLC. The FSA was then provided to Mr. Richard Swartz, the RPOF CFO, and VSLLC was presented as a new company Mr. Johnson had formed to provide fundraising services to the RPOF. This document served as the basis for most payments to VSLLC. The contract was executed by Mr. Greer on behalf of RPOF and by Mr. Johnson on behalf of VSLLC.

Mr. Johnson has told your Affiant that Mr. Greer directed him to open a bank account for VSLLC with [REDACTED] Bank. On February 12, 2009, Mr. Delmar Johnson, as President of VSLLC, opened an account for VSLLC in the [REDACTED] Bank, account number ending in 2187, in the name of Victory Strategies LLC. As instructed by Mr. Greer, Mr. Johnson opened the account with himself as the only signatory on the account.

What follows below is the trail of money in and out of VSLLC and the money that Mr. Greer took out of the RPOF.

## THE MONEY

Subpoenaed bank records reviewed by the undersigned show that during the course of the existence of VSLLC, the company bank account took in money from only two sources: the Jim Greer for Chairman of the Republican Party of Florida 527 ("Greer 527") and the RPOF. The VSLLC company bank account was used to then make payments to only two payees: Mr. Greer and Mr. Johnson.

## SUBPOENAS ISSUED

Your Affiant subpoenaed [REDACTED] Bank for account number ending in [REDACTED] in the name Victory Strategies LLC. The account was opened on February 12, 2009, with Delmar W. Johnson III as the signatory.

Your Affiant subpoenaed [REDACTED] Bank for account number ending in [REDACTED] in the name of James A. Greer. The account was opened on March 8, 2007, with James A. Greer as the signatory.

Your Affiant subpoenaed [REDACTED] Bank for account number ending in [REDACTED] in the name James A. Greer. The account was opened on March 2, 2004, with James A. Greer as the signatory.

Your Affiant subpoenaed ██████████ Bank for account number ending in ██████ in the name of National Hospitality Training Institute, Inc. The account was opened on June 12, 2007, with James A. Greer and Lisa M. Greer as the signatories.

Your Affiant subpoenaed ██████████ Bank for account number ending in ██████ in the names of James Greer & Lisa Greer. The account was opened on November 22, 2004, with James and Lisa Greer as the signatories.

Your Affiant subpoenaed Bank ██████████ for account number ██████ in the name of National Hospitality Training Institute, Inc. The account was opened on May 30, 2007, with Lisa M. Greer as the signatory. The mailing address on the account was 848 Executive Drive, Oviedo, Florida. Additionally, after reviewing the financial records associated with this account, your Affiant learned that the account was closed on or about January 17, 2009.

#### **MR. GREER'S PERSONAL FINANCIAL SITUATION**

Bank records obtained by your Affiant and reviewed by FDLE analysts demonstrate that Mr. Greer appeared to be suffering financial problems in 2009. Six times from January through October of 2009, at least one of Mr. Greer's bank accounts listed above was overdrawn ranging from a Twenty Five Thousand Three Hundred Ninety Two dollar figure in July to an overdrawn status of Three Thousand Seven Hundred Ninety Four dollars in August. His overdrawn accounts during the January through October period of 2009 average at more than Ten Thousand Dollars a month. This financial picture from bank accounts is confirmed by statements he made to witnesses that have been interviewed by your Affiant and other law enforcement agents assisting in this investigation. After learning of Mr. Greer's financial situation from Mr. Greer,

one RPOF donor stated that Mr. Greer pleaded for financial help so he sent Mr. Greer Ten Thousand Dollars a month for over eighteen months.

#### **MONIES FROM RPOF TO VSLLC, AND FROM VSLLC TO JAMES GREER**

##### **FEBRUARY 2009**

Your Affiant has determined that on or about February 13, 2009, Mr. Greer instructed Johnson to deposit a \$40,000 check (check number 1166) written from Mr. Greer's "Jim Greer for Chairman of the Republican Party of Florida Committee" account (██████████ account ending in ██████████) into the Victory Strategies LLC account (██████████ account ending in ██████████). On February 13, 2009, after depositing this opening amount, Johnson, as President of VSLLC, wrote check # 93 in the amount of \$39,000 on the VSLLC account to "Jim Greer" at Mr. Greer's instruction. On February 17, 2009, Mr. Greer deposited the \$39,000 check (number 93) into his ██████████ Bank (Formerly ██████████ Bank) account number ending in ██████████, "James Greer Checking."

##### **MARCH 2009**

On March 10, 2009, RPOF wrote check #83720 in the amount of \$30,000 as payment for VSLLC invoices. On March 10, 2009, VSLLC issued check # 94 in the amount of \$18,000 from VSLLC account number ending in ██████████ to "James A. Greer." On March 11, 2009, this money was deposited into Mr. Greer's ██████████ Bank (formerly ██████████ Bank) account number ending in 5736, "James Greer Checking."

On March 25, 2009, RPOF wrote check number 83781 in the amount of \$12,880 as the payment for VSLLC invoices. The same day, VSLLC issued check number 95 in the amount of \$7,250 from VSLLC account number ending in ██████████ to "James A. Greer." On March 26, 2009, this

money was deposited into Mr. Greer's [REDACTED] Bank account number ending in [REDACTED], "James Greer Checking."

#### APRIL 2009

On April 10, 2009, RPOF wrote check number 83846 in the amount of \$17,061.50 as payment for VSLLC invoices. VSLLC issued check number 96 in the amount of \$10,061.50 on VSLLC account number ending in [REDACTED] to "Jim Greer." On April 13, 2009, this money was deposited into Mr. Greer's [REDACTED] Bank account number ending in [REDACTED], "James Greer Checking."

Members of the RPOF Budget Committee have told your Affiant that at a Quarterly Budget meeting of the RPOF in Tallahassee, Florida, Mr. Greer acknowledged that the RPOF was seeing a drop in its fundraising revenue and that the party was going to have to make some difficult financial decisions. He said that Mr. Johnson was going to take a significant pay cut and that he, Mr. Greer, really appreciated Mr. Johnson understanding the current fiscal situation of the party. Shortly after that meeting, your Affiant has learned from RPOF records that six employees were part of an RPOF layoff that month. Mr. Johnson never took a pay cut.

#### MAY 2009

On May 19, 2009, RPOF wrote check # 83968 in the amount of \$23,415 as payment for VSLLC invoices. As related to your Affiant by Mr. Johnson, on May 19, 2009, Johnson sent an unsigned blank check (number 98) to Mrs. Lisa Greer on VSLLC account number ending in [REDACTED]. Mr. Johnson indicated that someone other than himself signed the check with Delmar Johnson's initials, dated it May 19, 2009, and wrote the check in the amount of \$20,000 payable to "James

A. Greer." On May, 19, 2009, the check was deposited into Mr. Greer's [REDACTED] Bank account number ending in [REDACTED], "James Greer Checking."

#### JULY 2009

Because of the RPOF cash financial position at the time, RPOF CFO Swartz has told your Affiant that they drew down on a line of credit for a total of Four Hundred Fifty Thousand Dollars in July 2009. On July 3, 2009, RPOF wrote check # 84148 in the amount of \$13,400 as payment for VSLLC invoices for April through June 2009. On July 3, 2009, VSLLC issued check number 100 in the amount of \$3,100.00 on VSLLC account number ending in [REDACTED] to "Jim Greer." On July 6, 2009, this money was deposited into Mr. Greer's [REDACTED] Bank account number ending in [REDACTED], "James Greer Checking."

In July of 2009, the total amount for 10% of fundraising services was \$1,250.00. VSLLC was to receive \$1,250 as its payment for its services. But at the direction of Mr. Greer, Mr. Johnson told the Chief Financial Officer ("CFO") of the RPOF that "Per the Chairman" the party was to pay VSLLC an additional \$10,000. The CFO complied and on July 23, 2009, RPOF issued check number 84235 in the amount of \$11,250. On July 23, 2009, VSLLC issued check number 1001 in the amount of \$6,000.00 on VSLLC account number ending in 2187 to "Jim Greer." On July 28, 2009, this money was deposited into Mr. Greer's [REDACTED] Bank account number ending in [REDACTED], "James Greer Checking."

#### AUGUST 2009

On or about August 26, 2009, 10% of the major donor fundraising amounted to \$23,188.00. But at Mr. Greer's direction, Johnson told the CFO of the RPOF that "Per the Chairman" the party

was to pay VSLLC an additional \$10,000. The CFO complied and on August 26, 2009, the RPOF issued check number 84342 in the amount of \$33,188.00. On August 26, 2009, VSLLC issued check number 1003 to "Jim Greer" in the amount of \$15,000. On August 27, 2009, this money was deposited into Mr. Greer's [REDACTED] Bank Account number ending in [REDACTED], "James Greer Personal Checking."

By the end of August 2009, RPOF had repaid the Four Hundred Fifty Thousand Dollar equity line.

On August 31, 2009, RPOF issued check number 84372 in the amount of \$6,810 as payment for additional fundraising services in August 2009. On August 31, 2009, VSLLC issued check number 1004 in the amount of \$8,500.00 on VSLLC account ending in 2187 to "James A. Greer." On August 31, 2009, this money was deposited into Mr. Greer's [REDACTED] Bank account number ending in [REDACTED], "James Greer Personal Checking."

During this same time period, Mr. Greer was facing additional public and RPOF scrutiny related to party spending. In what was purported by Mr. Greer to be a show of fiscal responsibility, Mr. Greer stood before the media and RPOF officials and cut up an American Express card. Mr. Johnson stated to your Affiant that RPOF staff retrieved the cut card immediately because reporters were attempting to take pictures of it and would have discovered that it was in fact not Mr. Greer's card at all, but that of an RPOF staffer.

SEPTEMBER 2009

In September 2009, Mr. Greer directed Johnson to tell the CFO of the RPOF that "Per the Chairman" the RPOF was to issue a check in the amount of \$30,000 to VSLLC for polling services. Mr. Swartz has told your Affiant that prior to this payment demand, Mr. Greer had told Mr. Swartz that VSLLC was going to be doing some polling for the Crist for Senate Campaign. The CFO complied with the payment demand, and on September 10, 2009, RPOF issued check number 84423 in the amount of \$30,000. The CFO asked VSLCC for an amendment or addendum to the FSA to authorize the CFO's payments. Despite verbal requests and requests via e-mail from the CFO, the FSA was never amended. On September 10, 2009, VSLLC issued check number 1005 in the amount of \$25,000 on VSLLC account number [REDACTED] to "Jim Greer." On September 11, 2009, this money was deposited into [REDACTED] account number ending in [REDACTED], "James Greer Personal Checking."

In an interview with your Affiant, Mr. Johnson has indicated that VSLLC never conducted a poll.

In the months that followed, CFO Swartz sought repayment on several occasions from the Crist Campaign for the VSLLC poll. Your Affiant has spoken to the outside accountant and the former Campaign Manager for the Crist Campaign. They recall this bill being forwarded to them, but they denied payment for it because they did not know anything about a poll done by RPOF for the campaign. The former Campaign Manager has told your Affiant that once they put a hold on payment of that bill, it did not come up again.

**OCTOBER 2009**

On October 7, 2009, Johnson forwarded an invoice to the CFO of the RPOF "Per the Chairman" and requested \$5,000 for September fundraising, \$10,000 for "October Consulting," and an additional \$6,250 for "Additional Fundraising". Additionally, Johnson requested that "this check be cut today". The total amount sent to VSLLC from the RPOF for the above remittances was \$21,250 as contained in check number 84523 dated October 7, 2009. The CFO of the RPOF continued to request an amendment to the RPOF/VSLLC contract to justify payments exceeding the terms of the contract but none was provided by VSLLC. On October 8, 2009, Mr. Johnson issued check number 1007 in the amount of \$12,250 on VSLLC account number ending in [REDACTED] to "Jim Greer." On October 9, 2009, this money was deposited into [REDACTED] Bank Account number ending in [REDACTED], "James Greer Personal Checking."

Your Affiant has learned that the "\$6,250.00 Additional Fundraising" figure mentioned above comes from the Victory 2010 Fund. That fund was set up to raise money for the upcoming election cycle. A secondary goal of the fund was to provide basic financial support to the RPOF. Your Affiant has learned that because Mr. Greer had come under such public and RPOF scrutiny for his spending at that time that a second signature from Mr. Alan Bense or his designee was also required for RPOF expenditures. Mr. Greer did not attempt to take the money from the Fund directly, but waited until it had been transferred into the RPOF operating account before he called for a "Per the Chairman" payment.



The last payment to VSLLC or Mr. Greer occurred in October 2009. After that period, bank records show that there were no more payments made.

Furthermore, after the VSLLC monies were distributed to Mr. Greer's bank account numbers ending in [REDACTED] and [REDACTED], multiple transfers occurred among Mr. Greer's accounts, by both check and wire transfer, including Mr. Greer's accounts ending in [REDACTED], [REDACTED], [REDACTED] and [REDACTED], as well as [REDACTED] bank account ending in [REDACTED].

#### **FINANCIAL SUMMARY**

Your affiant has determined that in 2009 the RPOF paid a total of \$199,254.50 to Victory Strategies, LLC. Of this amount, Mr. Greer took \$125,161.50 as his portion while keeping his ownership interest in VSLLC hidden. Mr. Johnson was paid \$65,093.

#### **EVENTS BETWEEN THE LAST PAYMENT AND MR. GREER'S RESIGNATION**

In December of 2009, Mr. Greer called a meeting of the RPOF Executive Board pursuant to their demand for a special meeting. This meeting took place at Howey in the Hills, Florida. Your Affiant has learned from Executive Board Members that during this meeting many of the RPOF Executive Board members asked for Mr. Greer to resign his position as Chairman. They outlined what they referred to as specific violations of RPOF rules and gross mismanagement of RPOF. Mr. Greer responded by saying that he was a wealthy man, had a legal defense fund, and, if warranted, would take legal action against his accusers. He did not resign at this time.

Shortly after the Howey in the Hills meeting, RPOF General Counsel Jason Gonzalez was contacted by an RPOF Executive Board Member and asked about VSLLC. Mr. Gonzalez's

recollection was that the Board Member appeared to be reading directly from a contract between Mr. Greer and Mr. Johnson. Mr. Gonzalez conferred with Mr. Nordby, his colleague and predecessor as RPOF General Counsel, and confirmed that they had not reviewed this contract for VSLLC. Mr. Gonzalez decided to inquire directly of Mr. Greer, but as he has told your Affiant, he wanted to have the conversation in the presence of witnesses. He walked into a meeting that Mr. Greer was having with the Governor's former Chief of Staff and then Campaign Manager, Eric Eikenberg, and the former RPOF Executive Director Jim Rimes. Mr. Gonzalez stated that he asked Mr. Greer if he (Mr. Greer) had any ownership interest in VSLLC or had received any money from the contract. Mr. Gonzalez stated that Mr. Greer denied any ownership interest in VSLLC and, as he had done at the earlier Executive Board meeting in Howey in the Hills, threatened to bring a defamation lawsuit against anyone who claimed that he did have an ownership interest in VSLLC.

Your Affiant has learned from Mr. Johnson, Joel Pate (RPOF Treasurer) and Allen Miller (RPOF Vice Treasurer) that Mr. Greer invited Mr. Pate and Mr. Miller to come to Tallahassee to review financial documentation as it related to Mr. Greer. According to Mr. Pate and Mr. Miller, they traveled to Tallahassee and spent no more than two hours reviewing financial documentation. According to Mr. Johnson, upon Pate and Miller completing their review, Mr. Miller asked Mr. Johnson if there was anything to sign. Mr. Johnson told him no. Then, according to Mr. Johnson, Mr. Greer called Mr. Johnson over to him and handed him a one page affidavit that Mr. Greer had his assistant, Lela Whitfield, prepare. This affidavit stated that Mr. Pate and Mr. Miller had reviewed RPOF financial information and that all RPOF expenditures under Chairman Greer's tenure as RPOF Chairman were proper, lawful, appropriate and served the



interests of the RPOF and were authorized and otherwise ratified by the RPOF. According to Mr. Johnson, Mr. Greer instructed Mr. Johnson several times to make sure that Mr. Pate and Mr. Miller signed this affidavit before leaving Tallahassee. On January 5, 2010, Mr. Pate and Mr. Miller ~~executive~~ <sup>EXECUTED</sup> this one page affidavit. However, according to Mr. Pate and Mr. Miller, at the time this affidavit was executed they did not have any knowledge of Mr. Greer's financial interest in VSLLC, the fact that VSLLC billed the RPOF for work that was not done in the form of the Per the Chairman emails, the fact that VSLLC conducted no poll for the Crist campaign even though they billed for it, and that the RPOF was forced to cover that bill. Mr. Johnson has also stated that no one else was aware of Mr. Greer's financial interest in VSLLC.

**JAMES A. GREER RESIDENCE LOCATED AT  
1205 PRESTIGE POINT, OVIEDO, FLORIDA 32765**

Your Affiant is aware through interviews with employees of the RPOF and Mr. Johnson that during the pertinent time period regarding the creation and operation of VSLLC, Mr. Greer utilized a home office contained within his residence at 1205 Prestige Point, Oviedo, Florida (hereinafter "home office"). This use is believed to have continued to as recently as April 2010.

Through interviews with Mr. Delmar Johnson, your Affiant learned that through and including the end of 2009, within that home office Mr. Greer discussed business relating to VSLLC and documentation relating to VSLLC was observed, including the vendor agreement between the RPOF and VSLLC. Mr. Johnson did not remove this VSLLC documentation from Mr. Greer's home office. Additionally, multiple drafts of Mr. Greer's resignation agreement and release with

the RPOF were observed within this home office by Mr. Johnson in December 2009. This documentation also remained in Mr. Greer's home office.

Through interviews with Mr. Delmar Johnson, your Affiant is aware that from 2006 through 2009, including December 2009, Mr. Greer maintained checkbooks and bank statements in his home office. Additionally, through interviews with Mr. Johnson, as recently as April 2010 Mr. Greer maintained a computer in his home office. Furthermore, your Affiant also learned that in 2008 and 2009 Mr. Johnson observed tax documentation present in Mr. Greer's home office.

Through interviews with Mr. Delmar Johnson, your Affiant is aware that Delmar Johnson viewed Mr. Greer's laptop computer within Mr. Greer's home office in 2009 utilizing electronic mail from both Mr. Greer's RPOF account as well as his jimgreer.net account. Mr. Johnson also stated to your Affiant that in April 2010, Mr. Johnson observed the jimgreer.net email account minimized on the computer screen of Mr. Greer's computer, contained within Mr. Greer's home office. Mr. Johnson has also reported to your Affiant that he wrote many emails in 2009 on Mr. Greer's behalf and at his request from that laptop computer (and Mr. Greer's Blackberry) while situated within Mr. Greer's home office, utilizing both the RPOF and jimgreer.net accounts.

Through interviews with Mr. Delmar Johnson, your Affiant is aware that in 2009 Mr. Delmar Johnson gave Mr. Greer at least one Victory Strategies, LLC check at Mr. Greer's home office, made payable to Mr. Greer.



Your Affiant is aware that Mr. Greer has changed his business address for other corporations he formed with the Florida Department of State, Division of Corporations to his residential address, 1205 Prestige Point, Oviedo, Florida, as recently as March 1, 2010, indicating that Mr. Greer continues to operate his business ventures from his home residence.

Your Affiant is aware by reviewing subpoenaed documents that business documents related to Victory Strategies, LLC were mailed to Mr. Greer at his residential address, 1205 Prestige Point, Oviedo, Florida, in 2009 by the law firm that formed and incorporated Victory Strategies, LLC at Mr. Greer's request.

Your Affiant is aware that Mr. Greer utilized his [REDACTED] Bank and [REDACTED] Bank accounts to distribute the monies he received from Victory Strategies, LLC in 2009. After reviewing subpoenaed financial records from [REDACTED] and [REDACTED] Bank, your Affiant learned that the address on file with those institutions at the time the accounts were opened was Mr. Greer's old residential address, 848 Executive Drive, Oviedo, Florida. However, during the billing cycle from July to August 2009, the mailing addresses on both accounts were changed to Mr. Greer's new (and current) residential address, 1205 Prestige Point, Oviedo, Seminole County, Florida.

Mr. Johnson stated to your Affiant that Mr. Greer only used offices at his home office and his former office at the RPOF.


Your Affiant is aware, based upon his training and law enforcement experience, that the items sought in this search warrant application are the types of items that continue to be kept and maintained. Unlike drugs and other such contraband, corporate records and documentation, financial and tax records and documentation, computers, electronic mail, and the other items sought in this warrant application are non-consumable items. It is therefore reasonable that such items will still be present in Mr. Greer's home office. Furthermore, the tax return documentation sought is required to be maintained for three years by federal statute.

WHEREFORE, Affiant prays that a Search Warrant be issued in due form of law commanding the Commissioner of the Florida Department of Law Enforcement or any of his duly constituted Inspectors and Agents; Sheriff Donald Eslinger of the Seminole County Sheriff's Office or any of his duly constituted deputies or officers; with proper and necessary assistance, for the search of the above described premises for said property described herein, and for the seizure and safe keeping thereof, either in the daytime or nighttime, or on Sunday, as the exigencies of the occasion may demand, in order that the evidence may be procured to be used in the prosecution of such person or persons who have unlawfully used, possessed, or are using or possessing the same in violation of the laws of the State of Florida.

Your Affiant further requests that the warrant direct [REDACTED] Bank and [REDACTED] Bank management, as operators of The Premises, to take steps through its authorized representatives, as may be required internally, to immediately freeze the above identified accounts belonging to and/or controlled by James A. Greer and to hold the funds as evidence until further Order of a

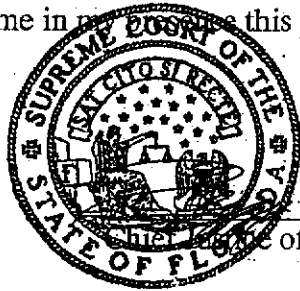
court of competent jurisdiction, and permitting no withdrawal of funds from said accounts pending disposition of this matter by a court of competent jurisdiction and to be released and distributed only upon further Order of a court of competent jurisdiction.


WHEREFORE, your Affiant hereby makes affidavit and prays

 FDLE #825

Travis L. Lawson  
Inspector  
Florida Department of Law Enforcement

ACKNOWLEDGED before me in \_\_\_\_\_ this 15<sup>th</sup> day of June, 2010.



  
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Notary Public of the Florida Supreme Court