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OFFICE OF  
**STATE ATTORNEY**  
FIRST JUDICIAL CIRCUIT OF FLORIDA

May 16, 2011

**PRESS RELEASE**

State Attorney Bill Eddins announced today the arrest of an Okaloosa County man charged with aggravated white collar crime and racketeering, first degree felonies.

The charges result from an investigation by State Attorney's Office.

According to court documents, from February 2005 to April 2010, R. Scott Whitehead, local attorney, unlawfully conducted his law practice, THE R. SCOTT WHITEHEAD LAW PRACTICE, and illegally obtained hundreds of thousands of dollars from dozens of his former clients. The arrest affidavit filed shows that Whitehead wrongfully obtained money or funds from clients by making representations to clients he knew were untrue, excessively billing them for services he did not perform, and fraudulently charging their credit cards without their knowledge or consent.

If convicted, Whitehead could be sentenced to over 60 years in prison, and subject to fines and forfeitures.

The investigation is ongoing, and persons with information can call Assistant State Attorney Russ Edgar, at 850-595-4253.

**Rose Blocker:**

Rose Blocker hired Scott Whitehead on March 27, 2010 to represent her grandson Kyle Walling in a murder case. Ms. Blocker paid \$17,000 (\$15,000 plus \$2,000) and signed a contract with Mr. Whitehead. Ms. Blocker stated that Mr. Whitehead assured her and her daughter (Angela Juarez) that he could do a good job in the case. Mr. Whitehead told Ms. Blocker that he would get her grandson off and that he was experienced in handling juvenile murder cases. Scott initially told Ms. Blocker and Ms. Juarez that he would get their grandson/son a bond on his capital murder charge and then later found out that it was not possible to get a bond on a capital murder charge. After the initial meeting Mr. Whitehead met with Ms. Blocker two more times. After the third meeting Mr. Whitehead never met either Ms. Blocker or Ms. Juarez again despite repeated attempts to contact Mr. Whitehead. Ms. Juarez called Mr. Whitehead almost every day to set up appointments with Mr. Whitehead however her calls were never returned. Finally Ms. Blocker and Ms. Juarez learned that Mr. Whitehead had been arrested. Ms. Blocker also discovered that the \$2,000 that Mr. Whitehead charged to hire a private investigator, actually turned out to be a process server and not a private investigator. A public defender, Donna Whitmire, ultimately took over the case because Ms. Blocker could not afford to hire another private attorney.

**Paul Bordelon:**

In October of 2009, Paul Bordelon hired Scott Whitehead to represent him on a DUI charge and signed a contract with Mr. Whitehead. Mr. Whitehead charged \$3,000 and guaranteed Mr. Bordelon that he would get the charges dropped. Mr. Bordelon met with Mr. Whitehead a couple of more times and it became apparent to Mr. Bordelon that Mr. Whitehead had done nothing on his case. Mr. Bordelon stated that Mr. Whitehead during their meetings appeared to be under the influence and did not appear to know who Mr. Bordelon was or any of the facts about his case. Mr. Bordelon believes that Mr. Whitehead took \$3,000 from him and did not provide any value in return. Mr. Bordelon ultimately had to request the services of the public defender to take over his case.

**Debora Cassidy & Henry "Wayne" Cassidy:**

Mr. and Mrs. Cassidy own Panhandle Plumbing, Inc located in Destin, Florida. The Cassidy's hired Mr. Whitehead to represent them in two civil cases. The Cassidy's agreed to pay \$12,500 for Mr. Whitehead's services to handle both cases. Ultimately the Cassidy's paid \$57,500 to Mr. Whitehead. Mr. Whitehead told the Cassidy's that the additional money was needed for expert witnesses but the case never went to court.

In the first case, the Cassidy's hired Scott Whitehead on February 7, 2005 to represent them in a civil suit against Nick Gullo and Ryan Lorenzo. In the second case, the Cassidy's hired Scott Whitehead to represent them in a case against Willard Burnham to collect approximately \$45,000 that Burnham owed them related to a commercial land suit.

At that time Mr. Whitehead was hired in the first suit Mr. Whitehead told the Cassidy's that "I'll have this done in no time, it's simple, quick." The Cassidy's stated that Mr. Whitehead never seemed prepared for the depositions. The Cassidy's would prepare questions for Mr. Whitehead to ask at the depositions but Mr. Whitehead still did not ask the questions. When the Cassidy's questioned Mr. Whitehead as to why he did not ask the questions that they prepared for him, he would tell them "I'll ask them next time". The Cassidy's requested that Mr. Whitehead refund their money and told Mr. Whitehead that they were going to get a real attorney. The Cassidy's hired attorney Jay Schyed in the first case who filed a motion to dismiss in the Nick Gullo case and got the case dismissed. The second case against Willard Burnham is still in progress.

**Jackie Collins:**

Jackie Collins hired Scott Whitehead in December 2009 to represent her in a civil case against Sandpiper Cove Homeowner Association for destruction of her condominium located at 775 Gulf Shore Drive in Destin after her condominium suffered water damage from the unit above. Mr. Whitehead requested \$3,500 cash. Ms. Collins gave Mr. Whitehead a debit card for \$500 and told Mr. Whitehead that she was uncomfortable giving him any more money. Mr. Whitehead called every day asking for the remaining \$3,000 so he could process the paperwork. Ms. Collins sent a check by overnight delivery to Mr. Whitehead for \$3,000. After Mr. Whitehead cashed Ms. Collins check, Ms. Collins was unable to contact Mr. Whitehead by telephone. After requesting a refund from Mr. Whitehead, Ms. Collins asked Mr. Whitehead's receptionist if Mr. Whitehead was going to give her money back to her which the receptionist responded "Probably not". Ms. Collins contacted the Florida Bar at that time to file a formal complaint. Mr. Whitehead did not file a complaint on behalf of Ms. Collins. Mr. Whitehead did not refund Ms. Collins' money nor return her phone calls. Ms. Collins had to repair the condominium damage herself and did not want to hire another attorney. Ms. Collins paid \$10,000 in out of pocket costs to repair her condominium that she believes would have been paid by the Association if Mr. Whitehead would have performed his job.

**Robert Copper:**

Robert Copper hired Scott Whitehead to represent him in a child custody case. Mr. Copper stated that Mr. Whitehead convinced him that he could handle the case and that he needed \$1,500 to start. Mr. Whitehead requested that the check be sent overnight to him which Mr. Copper did. Mr. Copper said that he did not hear back from Mr. Whitehead so Mr. Copper called Mr. Whitehead approximately two weeks later. Mr. Copper stated that Mr. Whitehead did not seem to remember him. Mr. Whitehead requested at that time, that Mr. Copper send him the paperwork from his Birmingham attorney. Mr. Copper had his Birmingham attorney send copies of all the documents to Mr. Whitehead. Mr. Whitehead did nothing on Mr. Copper's case. After several weeks

Mr. Copper sent Mr. Whitehead an e-mail requesting that he call. Mr. Copper received an e-mail notification back stating that Mr. Whitehead's office was closed until further notice. Several months later Mr. Whitehead called on a Sunday morning and said he was back to work and wanted to know what was happening with Mr. Copper's case. Mr. Copper told Mr. Whitehead that his case had already been dealt with and that he needed to do nothing except return Mr. Copper's money since Mr. Whitehead had done nothing for him. Mr. Whitehead agreed to return Mr. Copper's money but never did. Mr. Copper called Mr. Whitehead back a couple of weeks later but Mr. Whitehead was inebriated at the time and did not remember their earlier conversation. Mr. Whitehead again promised to return Mr. Copper's money but to this date still has not.

**Matthew Garland:**

Matthew Garland hired Scott Whitehead on July 9, 2008 to represent him in a child custody case. Mr. Garland signed a written contract with Mr. Whitehead. At that meeting Mr. Garland paid Mr. Whitehead \$3,100 using his credit card. After the initial meeting Mr. Garland had two brief conversations with Mr. Whitehead before their scheduled mediation date. The mediation lasted approximately 45 minutes and ended unsuccessfully. Mr. Garland stated that Mr. Whitehead seemed unprepared. Mr. Garland stated that during the brief time Mr. Whitehead represented him, Mr. Whitehead was difficult to contact and would not return his calls. To this date Mr. Garland's child custody case has still not been resolved. Mr. Garland believes Mr. Whitehead did very little for the money he gave him.

**Donald & Christine Geoffrion:**

Donald and Christine Geoffrion hired Scott Whitehead in June 2008 to represent them in two separate cases. In the first case Mr. Whitehead was hired to dissolve a partnership between Donald Geoffrion and George Sangillo (Ms. Geoffrion's brother) who had been operating a pool service business together. Mr. Whitehead charged \$5,000 to represent the Geoffrion's in this case. Mr. Whitehead told the Geoffrion's that "we'll just file an injunction for the books and set up mediation." Mr. Whitehead told the Geoffrion's that mediation was set up but the Geoffrion's found out that it had not been. Mr. Whitehead constantly told the Geoffrion's to wait but nothing seemed to happen in the case. Geoffrion's ended up losing money as a result of not being able to dissolve the partnership and were unable to continue operating a pool service business.

In the second case the Geoffrion's purchased a vacant lot for approximately \$300,000. Mr. Whitehead owned the title company that did the original closing on the lot. When the Geoffrion's discovered that the lot could never be built on due to multiple easements on the property, and that as a result the lot was practically worthless, they decided to hire Mr. Whitehead who they had met at the closing on the property. Mr. Whitehead charged a \$10,000 flat fee in this case. Mr. Whitehead told the Geoffrion's "this is a slam dunk; we will file against Shoreline Appraiser's error and omissions insurance." Mr. Whitehead attempted to sue Bank of America for hiring the bad appraiser; Wilson King Tway who performed the appraisal; and Shoreline Appraisers as they were listed on the closing documents and who Mr. Tway claimed to work for. Shoreline Appraisers denied that Mr. Tway worked for them. Mr. Tway moved to Texas. Mr. Whitehead told the Geoffrion's that he had negotiated a settlement with

Bank of America. However, the Geoffrion's later determined that Mr. Whitehead had not negotiated a settlement with Bank of America. Mr. Whitehead told the Geoffrion's to move out of their house that was being foreclosed on but after the Geoffrion's moved out Mr. Whitehead told them "oh no you shouldn't have moved out you could have continued living there a couple of more years." The Geoffrion's stated that Mr. Whitehead seemed disoriented when meeting with them. The Geoffrion's believe that had they had proper representation they would not have had to declare bankruptcy as they would not have been liable for making payments on a lot that was worthless and would have been able to continue to operate a pool service business.

**Wilma Jean Hitson:**

Wilma Hitson has a grandson named Shane Gowens. Shane Gowens hired Scott Whitehead to represent him in his Violation of Probation case 06002634CFMA (Panama City). While Mr. Gowens was in Mr. Whitehead's office, Mr. Gowens called his grandmother (Ms. Hitson) and requested her VISA credit card number to pay Mr. Whitehead for his legal services. Ms. Hitson paid Mr. Whitehead a total of \$3,700 to handle the VOP. Ms. Hitson paid Mr. Whitehead \$2,500 on January 3, 2010 and \$1,200 on January 12, 2010 to Mr. Whitehead. In addition \$3,464.72 on February 23, 2010 was paid to the clerk of court. Ms. Hitson repeatedly called Mr. Whitehead requesting updates on her grandson's case but seldom was able to make contact with Mr. Whitehead. Finally, Ms. Hitson hired another attorney (Peterson) who was recommended to Ms. Hitson by David Snell who worked for Mr. Whitehead. Mr. Peterson charged Ms. Hitson \$2,500. Ms. Hitson believes that Mr. Whitehead did nothing for the \$3,700 that she paid him.

**Alma White (Previously Alma Jester):**

Alma White hired Mr. Whitehead in multiple cases and his performance got progressively worse each time. In the last case Ms. White hired Mr. Whitehead to represent her in a DUI case that arose in September 2006. Ms. White said that during the DUI case is when Mr. Whitehead really started falling apart. Ms. White said that when she went to Mr. Whitehead's office, he stated "I can make this thing completely go away for \$5,000." Ms. White received a letter stating that her driver's license was suspended. When Ms. White questioned Mr. Whitehead about the status of her case, Mr. Whitehead told her "the judge and I have decided to just postpone and postpone, don't pay attention to anything the State sends you." Mr. Whitehead went on to tell Ms. White "you have a hardship license; a hardship license is just as good as a real license." When Ms. White's hardship license got suspended she went to the Mr. Whitehead who told her "no it (hardship license) is not suspended." After leaving Mr. Whitehead's office, Ms. White was pulled over that same day by the police who told her that her license was suspended. Ms. White went back to Mr. Whitehead's office and Mr. Whitehead got mad at Ms. White and said "Give me another \$1,500 and I will make it go away." Mr. Whitehead then told Ms. White "just be really, really careful driving on your suspended license." Ms. White gave Mr. Whitehead the additional \$1,500 that he requested and continued to call Mr. Whitehead every day. Before docket day Ms. White went to Mr. Whitehead's office where David Snell (an attorney who worked for Mr. Whitehead, who she had never met before) greeted her and gave her a plea offer to

read. The plea offer stated that Ms. White would go to jail for 10 days. Ms. White told Mr. Snell that she was not going to jail for 10 days and that she intended to go to court and speak with the judge. Mr. Snell told Ms. White that if she goes to court that she would get 60 days in jail. Ms. White went to court and Mr. Snell showed up but not Mr. Whitehead. Ms. White told the court what had happened and that she did not know that her license was suspended. The prosecutor stood up and then told the court that she believed Ms. White's story and dismissed the DWLS charge.

**Amber Johnston:**

Amber Johnston hired Scott Whitehead in October 2009 to represent her in a misdemeanor case 09-MM-003789-S filed in Okaloosa County. Mr. Whitehead told Ms. Johnston that he could get the charges dropped. Mr. Whitehead told Ms. Johnston that he needed \$4,000 to handle the case. Ms. Johnston stated that when she started to cry that Mr. Whitehead told her that he would do her case for \$500 flat fee. Ms. Johnston signed a written contract with Mr. Whitehead dated November 2, 2009. Ms. Johnston paid \$500 to Mr. Whitehead on October 30, 2009 using her mother's credit card. Ms. Johnston stated that at least on five different occasions she would wait for Mr. Whitehead to appear on her behalf but that he would not show. Each time the judge would leave her case to last and then ultimately continue her case to a new court date for her attorney to show. Ultimately, Ms. Johnston retained the services of the public defender. Ms. Johnston believes she received no representation for her \$500.

**Robert Kilpatrick:**

Robert Kilpatrick hired Scott Whitehead in April 2010 to represent him in a misdemeanor case 09-MM-0836. Mr. Kilpatrick paid Mr. Whitehead \$500 in cash for which Mr. Kilpatrick received a written receipt. Mr. Whitehead told Mr. Kilpatrick that he would get the case annulled. In addition to the misdemeanor case, Mr. Whitehead agreed to sue everyone involved in the case and would take 33% of everything they made from suing the others. While in Mr. Whitehead's office, after discussing the details of the case, Mr. Kilpatrick stated that Mr. Whitehead approached him and began hugging Mr. Kilpatrick and kissing Mr. Kilpatrick's neck. When Mr. Kilpatrick asked Mr. Whitehead what he was doing Mr. Whitehead told Mr. Kilpatrick that he loved him. Mr. Kilpatrick then asked why Mr. Whitehead would say such a thing. Mr. Whitehead replied "because I am going to make so much money off of you." Mr. Whitehead failed to complete the case and has not refunded Mr. Kilpatrick's money.

**Craig Marion:**

Craig Marion hired Scott Whitehead on August 20, 2009 to represent him in a child custody case regarding his son and his divorce from Maria Marion case 2009 DR 005759S filed in Okaloosa County. Mr. Marion paid Mr. Whitehead \$2,500 on August 20, 2009 and \$500 on September 25, 2009 using his credit card. However, Mr. Whitehead charged additional amounts on Mr. Marion's credit card without authorization on the following dates: October 5, 2009 for \$2,500; October 19, 2009 for \$4618; October 29, 2009 for \$800; October 30, 2009 for \$1,520. The total amount of unauthorized charges was \$9,430. Marion requested that Mr. Whitehead refund his money. Mr. Whitehead refunded \$5,000 in cash to Mr. Marion and agreed to refund an

additional \$6,000 by April 9, 2010. To date Mr. Whitehead has not refunded the \$6,000 Mr. Whitehead promised. While dealing with Mr. Whitehead on one occasion Mr. Whitehead told Mr. Marion to give his child back to his wife. Mr. Marion thought that not only was that odd but that doing such a thing could jeopardize his child custody suit. Mr. Marion called Liz Coplan who was a paralegal in Mr. Whitehead's office to ask what was going on. Ms. Coplan told Mr. Marion to hang on while she called Mr. Whitehead to verify. A few minutes later Mr. Whitehead called Mr. Marion back and said "Sorry I got you confused with another case, don't give your kid back." Mr. Marion stated that Mr. Whitehead did not appear for his temporary orders hearing and that Mr. Whitehead was unresponsive to getting his case completed. Mr. Marion requested an itemized bill but to date has never received one. Mr. Marion has since hired Steve Gilpatrick to complete the case.

**William Lipscomb:**

Bill Lipscomb hired Scott Whitehead on October 13, 2009 to represent him in a civil case against Sandy Sandsing Nissan in regards to a "lemon" car. Mr. Lipscomb paid Mr. Whitehead \$1,500 and signed a written contract with Mr. Whitehead. Mr. Whitehead told Mr. Lipscomb that he could get full restitution for the "lemon" car he purchased as well as for the replacement vehicle he purchased. Mr. Whitehead told Mr. Lipscomb that he filed the case in Walton County but Mr. Lipscomb checked and it was never filed. Mr. Lipscomb stated that Mr. Whitehead always tried to stall stating he was "waiting on a reply from the car lot" or "let's wait for them to do the right thing" and "we are going to win, I have done this over and over, you don't need to worry about it." Mr. Lipscomb believes because he relied on Mr. Whitehead and waited, that he cannot use the Florida "Lemon Law" because the statute of limitations has run.

**Danny Muir:**

Danny Muir hired Scott Whitehead on August 21, 2009 to perform mediation work. Mr. Whitehead stated that this is an easy situation to resolve and that it would happen quickly. Mr. Whitehead gave Mr. Muir a written contract to sign. Mr. Muir paid Mr. Whitehead a \$1,500 flat fee to perform this work and made full payment in advance. After Mr. Muir signed the agreement very little happened. Mr. Muir attempted to make contact with Mr. Whitehead but never received any response. Mr. Muir requested that he be provided with the names, dates and times that Mr. Whitehead has communicated with the opposing party but no information was ever given to Mr. Muir as to who Mr. Whitehead attempted to contact. Mr. Whitehead never set up mediation. Mr. Muir ultimately hired another attorney at a higher cost to perform the mediation work.

**Adam Gentry Pate:**

Adam Pate hired Scott Whitehead on October 21, 2009 to represent him in a Santa Rosa criminal case (5909CF000747) in which he was charged with possession of marijuana over 20 grams. Mr. Whitehead gave Mr. Pate a written contract to sign in

which he charged Mr. Pate \$5,000 to represent him. Mr. Whitehead told Mr. Pate that his case would be a piece of cake and that he would take care of it. Mr. Pate paid Mr. Whitehead \$3,350 cash in total. Mr. Pate stated that Mr. Whitehead quit coming to his court appearances. Mr. Pate asked for a refund and Mr. Whitehead's assistant told Mr. Pate that Mr. Whitehead would talk to him after he gets out of jail. Mr. Pate ultimately received the services of the public defender (Fred Carmondy) and received three years probation. Mr. Pate believes he received very little for the \$3,350 that he paid Mr. Whitehead.

**Summer Suggs and Robin Lawhon:**

Summer Suggs and her mother Robin Lawhon hired Scott Whitehead on November 5, 2008 to represent Ms. Suggs in a child custody case regarding her daughter, Emma Rosado. Mr. Whitehead told Ms. Suggs and Ms. Lawhon that he would charge a flat fee of \$8,000. Ms. Lawhon gave Mr. Whitehead a check for \$8,000 on November 5, 2008. Other attorneys that Ms. Suggs spoke with stated that they would want \$25,000 to take the case. Mr. Whitehead promised that custody would be reversed in Ms. Suggs favor within the next few months, by February 2009. Soon thereafter contact between Mr. Whitehead and Ms. Suggs came to a halt. Ms. Suggs and Ms. Lawhon repeatedly left messages for Mr. Whitehead to contact them and almost always they were not returned. Ms. Suggs and Ms. Lawhon are both legal secretaries and stated they would have to prompt Mr. Whitehead as to what action to take next. Mr. Whitehead would claim that he never received their correspondence. During court appearances and meetings Mr. Whitehead appeared high, sweating and belligerent. After two years Ms. Suggs decided to hire a new attorney. Mr. Whitehead refused to refund their money and would not give their personal folder back and requested that they "give him two more weeks and he would have it all turned around." Mr. Whitehead was arrested two days later. Without a refund and the contents of their personal folder, Ms. Suggs was unable to afford to hire a different attorney. Ms. Suggs and Ms. Lawhon believe that as a result of Mr. Whitehead's actions Ms. Suggs lost custody of her daughter.

**Carolyn Parris:**

Carolyn Parris hired Scott Whitehead to represent her husband John Parris in a dealing in stolen property case. Ms. Parris paid Mr. Whitehead \$1,000 in cash and received a written receipt. Mr. Whitehead never showed up for court and never returned her phone calls. Judge Stone ultimately appointed Jeremy Keach to represent John Parris. Ms. Parris stated that while meeting Mr. Whitehead at his office that Mr. Whitehead appeared high. Ms. Parris stated that while in Mr. Whitehead's office Mr. Whitehead stroked his hair and asked Ms. Parris if she thought he was pretty.

**Robert Rhodes:**

Robert Rhodes hired Scott Whitehead on October 19, 2009 to represent him in a divorce case 2009DR006355-S filed in Okaloosa County. Mr. Whitehead gave Mr.

Rhodes a written contract to sign. Mr. Rhodes paid Mr. Whitehead \$4,500 on October 19, 2009 using his credit card and signed the contract. Mr. Whitehead told Mr. Rhodes that any amount of the retainer that he did not use would be returned. Approximately one day after Mr. Rhodes gave Mr. Whitehead his credit card number Mr. Whitehead charged Mr. Rhodes credit card for \$1,500 and \$658.88 without Mr. Rhodes authorization. Mr. Rhodes contacted Mr. Whitehead and his paralegal and they told Mr. Rhodes that the two credit card charges were a mistake and would be refunded. The credit card charges however were never refunded. Mr. Rhodes reported the fraudulent charges to his credit card company who ultimately refunded both amounts. Mr. Rhodes asked for a detailed bill and Mr. Whitehead continuously stated that he would provide one but never did. Mr. Rhodes hired Ledbetter & Associates to take over his divorce. Mr. Rhodes believes that he paid \$4,500 and received nothing in return.

**Edward Reese:**

Edward Reese hired Scott Whitehead in March 2008 to represent him in a custody suit 06-DR-776 (Walton County) involving his three sons. Mr. Reese paid Mr. Whitehead approximately \$8,000. Mr. Reese believed that in the beginning Mr. Whitehead was doing an "ok" job however the quality of Mr. Whitehead's work gradually deteriorated over time. The last time Mr. Reese and his wife met with Mr. Whitehead, Mr. Whitehead appeared to be under the influence of cocaine. Mr. Whitehead told them to go to the courthouse and write a letter stating that their attorney is Scott Whitehead and I strongly object to my kids moving. Mr. Whitehead then stood up and gave them both a drunken hug swaying back and forth while he hung onto them. Mr. Reese stated that Mr. Whitehead was useless in court as he did not know anything about their case. He did not know what to object to. Ultimately Mr. Reese lost custody of two of the three children as a result of Mr. Whitehead but now has obtained custody of all three.

**Steve and Marianne Bayer:**

The Bayer's hired Scott Whitehead to file a lawsuit against the seller of a home who failed to disclose defects in the house. The Bayer's signed a written contract and paid Mr. Whitehead \$5,000 who agreed to draw down the \$5,000 as he completed the work. When Marianne Bayer went to Mr. Whitehead's office to drop off paperwork she discovered Mr. Whitehead was intoxicated. Mr. Whitehead stated to Ms. Bayer that "I'm really sorry we dropped the ball on this." During the period Mr. Whitehead represented the Bayer's he failed to return telephone calls or provide itemized statements. Mr. Whitehead only filed the initial complaint and failed to do anything else in the case. The Bayer's requested that Mr. Whitehead refund their money but Mr. Whitehead has not. The Bayer's hired attorney Bruce Bowman of Destin to complete their case.

**Kye Lin:**

Kye Lin hired Scott Whitehead to defend her in a personal injury suit against her restaurant, The Shanghai located in Niceville, Florida. Mr. Whitehead told Ms. Lin that she did not have much time to respond and told her that she needed to act quickly or that she would lose the restaurant. Mr. Whitehead gave Ms. Lin a written contract to sign. Ms. Lin signed the contract and gave Mr. Whitehead a \$5,000 retainer fee using her credit card. The case number is 2008CA0008325 and was filed in Okaloosa County. Mr. Whitehead later approached Ms. Lin at her business and requested her credit card information for the payment of fees associated with "extra work." As her case progressed Ms. Lin noticed numerous credit card charges were transacted on from her credit card accounts by Mr. Whitehead. Ms. Lin attested that she did not authorize the charges and contacted Mr. Whitehead for an explanation. The total unauthorized charges exceed \$50,000. Ms. Lin repeatedly asked for a refund of her unauthorized payments and Mr. Whitehead would tell Ms. Lin the insurance company would reimburse her. Ms. Lin ultimately settled the case with the opposing party by paying a \$30,000 settlement.

**Shawn McDonald:**

Shawn L. McDonald hired Scott Whitehead to represent him in a criminal case in Okaloosa County 2008-CF-1166. The Defendant's family paid Mr Whitehead \$15,600 to be used for restitution at sentencing. A review of the court transcript from the sentencing hearing on April 13, 2009 in front of Judge Stone in Okaloosa Circuit Court, confirms that Whitehead stated several times on record that he just needs to know who to make the check payable to. Ultimately, at the sentencing hearing it was decided that Mr Whitehead would take the check to the clerk of court. ASA Torres stated to the court "I can take Mr Whitehead on his word that he will take it down to the clerk." [p11]. The Court later stated ... "So, Mr Whitehead, you're suggesting you've got the \$15,000. That complies with the terms and conditions of your agreement with the State." [p12]. Mr. Whitehead responds "Yes, sir" [p12]. Despite representing to the court that he would pay the \$15,000 restitution amount, to this date Mr. Whitehead has never paid any amount into the clerk in this case.

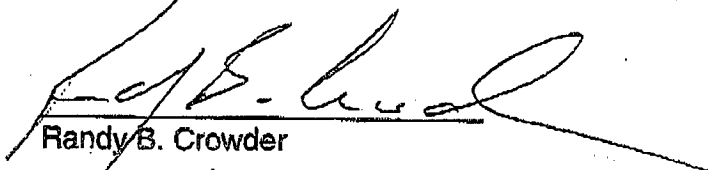
d. From February 2005 to April 2010, Whitehead received monies from each of the above persons for legal representation. Whitehead misappropriated more than \$50,000.00 of the funds received from the foregoing persons to his own use and benefit, and wilfully did not use the funds as he promised he would.

3. Based on the facts determined in the course of this investigation, your affiants have probable cause to believe, and do believe, that Robert Scott Whitehead violated the aggravated white collar crime statute by engaging in a pattern of thefts and frauds, in violation of Sections 812.014 and 817.034, Florida Statutes that had the same or similar intents, results, accomplices, victims, or methods of commission, or that were otherwise interrelated by distinguishing characteristics and are not isolated incidents

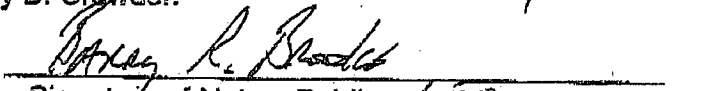
and in so doing victimized 20 or more persons, and thereby obtained or attempted to obtain \$50,000 or more, committing a felony of the first degree, in violation of Section 775.0844, Florida Statutes.

4. Based on the facts determined in the course of this investigation, your affiants have probable cause to believe, and do believe, that Robert Scott Whitehead violated the Florida RICO Act by engaging in a pattern of thefts and frauds, in violation of Sections 812.014 and 817.034, Florida Statutes that had the same or similar intents, results, accomplices, victims, or methods of commission or that otherwise were interrelated by distinguishing characteristics and were not isolated incidents, committing a felony of the first degree, in violation of Section 895.03, Florida Statutes.

  
Stephen R. Sutton

  
Randy B. Crowder

Sworn to or affirmed and subscribed before me this 16<sup>th</sup> day of May, 2011, by Stephen R. Sutton and Randy B. Crowder.

  
Signature of Notary Public LEO  
BARRY R. BROOKE  
Name of Notary Printed, Typed or Stamped LEO

Personally Known  OR Produced Identification   
Type of Identification Produced \_\_\_\_\_