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CRIM DIV

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 IN AND FOR THE COUNTY OF SACRAMENTO

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11  
12 **PEOPLE OF THE STATE OF**  
13 **CALIFORNIA,**

No. 09F04778

14 Plaintiff,

15 v.

**DECLARATION IN SUPPORT OF**  
**ISSUANCE OF ARREST WARRANT**

16 **MARIA ELNA FLORA,**

17 Defendant.  
18

19  
20 I, Tanya Souza, declare:

21 I am currently employed as an investigator by the Yolo County District Attorney's Office  
22 and a Peace Officer in the State of California. I have been employed with the Yolo County  
23 District Attorney's Office for approximately ten years. I have been a Police Officer since March  
24 2006. I have received my Associates Degree in Science with a major of Law Enforcement from  
25 Woodland Community College. I am currently assigned as a District Attorney Investigator in the  
26 Elder Protection Unit. Prior to this assignment, I was an Enforcement Officer for the Yolo  
27 County District Attorney's Office, where I assisted in more than two hundred investigations of  
28

1 physical and financial elder and dependant adult abuse, forgery, theft, embezzlement, fraudulent  
2 use of credit cards, identity theft and real estate fraud.

3 I successfully completed the California POST Police Academy at Yuba College in  
4 December 2005. During my instruction at the Police Academy, I received more than 700 hours  
5 of specialized training, with additional training in the areas of insurance fraud, economic crime  
6 investigation, elder abuse medical evidence, detecting, investigating, and prosecuting elder  
7 crimes, elder abuse prosecution and effective interviews of elder and dependent adults.

8 On March 13, 2009, Yolo County Deputy District Attorney Elizabeth Eaton and I met with  
9 Michael Ronkovich ("Ronkovich"), an Investigator with the California Department of Insurance.  
10 Ronkovich presented us with his findings of an investigation he conducted involving suspect  
11 Maria Elna Flora ("Flora"), date of birth [REDACTED]. The investigation includes ten victims  
12 in five California counties. Ronkovich provided us with two large binders containing evidence to  
13 include violations of Penal Code sections 368(d) (theft from elder), 487(a) (grand theft) and 459  
14 (burglary).

15 After reviewing the investigation provided by Ronkovich and conducting follow-up  
16 investigation myself, I have found the following:

17 According to the California Department of Insurance licensing records, Flora is a licensed  
18 Life Agent eligible to sell certain insurance products. She was employed by Estate Benefits  
19 Group, Inc. ("EBG") of Citrus Heights of Sacramento County, CA, a firm that markets financial  
20 products to senior citizens. Flora met the victims while selling annuities for EBG. After the  
21 annuity transactions were complete, Flora would contact the victims either by telephone or in  
22 person and introduce them to a short term loan investment that promised to pay between a 10 and  
23 20 per cent return per annum. Flora told the victims that she had a pool of investors and would  
24 use the money to make real estate loans. These loan investments were not through EBG, but  
25 through Flora personally. The ten victims invested amounts ranging from \$5,000 to \$82,000 for a  
26 total of \$347,600 from January 2005 through August 2007. The evidence indicates Flora only  
27 paid a small amount of the promised return to the victims resulting in some victims losing their  
28 life savings.

1 According to information received from Theodore Sampson, the president of EBG, Flora  
2 was employed there from March 1, 2006, until August 1, 2007, initially as a life insurance agent  
3 and then as the director of sales. She was responsible for meeting with existing and new clients to  
4 offer insurance products. In June 2007 Flora told Sampson that she was having personal  
5 problems, including getting a divorce, and that she needed to take time off. While she was away  
6 Sampson learned that some of Flora's clients had made loans to her that she had not repaid.  
7 Sampson sent letters to all clients contacted by Flora warning them about her unauthorized loan  
8 investments. Flora was terminated for conducting unauthorized transactions with clients.  
9 Sampson tried to talk to Flora about the loan transactions, but she refused to talk and said she was  
10 hiring an attorney; Sampson was never contacted by an attorney on Flora's behalf.

11 Sampson has provided copies of checks made payable to Flora while employed at EBG.  
12 Until November 2006 all of Flora's paychecks appeared to have been cashed, most at California  
13 Check Cashing Stores, a chain of check cashing stores, at the "Greenback" location. Then, in  
14 November, some of the checks were deposited to a US Bank account. Thereafter checks were  
15 again generally cashed, either at California Check Cashing Stores or CC Financial Service dba  
16 California Budget Finance, a payday loan maker and check cashing service.

17 Sampson also told Ronkovich that in early 2007 Flora began inviting EBG staff and clients  
18 to complementary dinners at the Thunder Valley Casino. He said that he attended one of the  
19 dinners with his wife, and the "comped" meal was held at Thunder Valley's high-end restaurant.  
20 Sampson said Flora would tell EBG staff that she stayed up all night gambling at Thunder Valley.

21 I made contact with Thunder Valley Casino in Lincoln, CA, and spoke with Security  
22 Investigator Mike Luttrell. I requested the "Players Card" activity and related records for Flora  
23 from January 2005 through September 2007. Luttrell provided the records and explained that the  
24 "guest summary sheet" shows Flora's personal information and player ID number. It shows that  
25 her player status is "president." President is the second highest level player and according to  
26 Luttrell, someone who earns president status is playing serious money. Flora's guest summary  
27 sheet also shows that somebody by the name of Keith Tucker is linked to Flora's account. (I have  
28 noted that according to Department of Insurance License records that Flora has also used the

1 name "Maria Elna Tucker." I believe that Keith Tucker is Flora's son; he is 29 years younger  
2 than her and had the same address as Flora on [REDACTED] in Sacramento in the late 1990's.)  
3 This means that Flora and Tucker have their own player's card, but when either one or both of  
4 them play, it calculates everything on the same player's history. Luttrell can not tell me the  
5 amount of money that Flora and Tucker played separately.

6 Luttrell provided me with records of Flora/Tucker's activities at the casino. The specific  
7 slot machine entries that cover the date range of January 1, 2005 through August 29, 2007, are  
8 230 pages long (approximately 7,400 entries), and reflect each time the player signs in, records a  
9 win or a loss at the slot machines. There are multiple entries on almost a daily basis that reflect  
10 continuous, almost consuming casino presence. During that period, Flora/Tucker won jackpots of  
11 \$1,200 of more totaling \$3,400. During that same period of time the slot machines they played  
12 "handled" (all money a player puts into the machine, everything a player wins from the machine,  
13 and everything a player plays back into the machine while playing) \$999,669.92. The net  
14 winning by the casino was \$113,820.42.

15 Victim Irene Eleanor Bradford, a resident of Elk Grove in Sacramento County, is a 76 year  
16 old retired bookkeeper. She purchased a living trust from EBG in 1997. In 2006 Flora called on  
17 her to see if her trust needed updating. Flora told Bradford that she need to invest her money and  
18 could sell her investments with a higher rate of return. Flora convinced Bradford to redeem two  
19 annuities and purchase two new annuities in June 2006; Bradford may have incurred penalties for  
20 redeeming the two annuities. Then Flora approached Bradford about making a short term  
21 \$50,000 investment. Flora said that she knew two men who made loans to people who did not  
22 have good credit which resulted in loans with high interest rates. Flora indicated she could  
23 guarantee a rate of 15 per cent, and said that if she, Flora, did not repay the loans, her husband,  
24 Larry Flora, would be responsible.

25 On June 23, 2006, Bradford purchased a \$10,000 cashier's check payable to Flora to invest  
26 in the loan program. She added another \$2,000 on July 10, 2006, and on January 23, 2007,  
27 invested another \$38,000 by wire transferring the money to an US Bank account in Flora's name.  
28 Bradford received monthly payments of \$150 from August 2006 to January 2007, and then

1 payments totaling \$3,875 through August 2007; the payments were made by either money order  
2 or cash, and Flora would come to Bradford's home to make the payments. Bradford received her  
3 last payment on July 28, 2007. In September 2007 Bradford called Flora to find out why she had  
4 not received her interest payment; Flora promised to make a payment and said that she was  
5 "going through a whole bunch of stuff," but Bradford never heard from her again and got neither  
6 interest payments nor the return of her principal.

7 Victim Vivian Lee Fender, an 85 year old resident of West Sacramento, retired after 20  
8 years at the Association of School Administrators. Fender met Flora in approximately 2002 when  
9 she attended a financial seminar presented by Flora who was then working for Financial First.  
10 Some time later Flora came to Fender's home and encouraged her to roll existing life insurance  
11 policies into policies Flora was selling, and Fender agreed.

12 In approximately January 2005, Fender was again contacted by Flora only this time  
13 presented a business card that stated Flora worked for EBG. Flora told Fender that she knew a  
14 way for Fender to make 10 per cent interest, guaranteed. Flora told Fender she had some friends  
15 that needed money on a short term basis, only a month or two, and that she was making short  
16 term loans to those friends. Flora guaranteed Fender a 10 per cent return if she would agree to  
17 lend Flora money to make the loans. Flora also assured Fender the interest rate was much better  
18 then she could get from a bank. Fender invested the following amounts with Flora:

19 Cashiers check # 511213893, dated January 5, 2005, in the amount of \$10,000.00

20 Cashiers check # 511214026, dated February 4, 2005, in the amount of \$10,000.00

21 Cashiers check # 511214032, dated February 7, 2005, in the amount of \$10,000.00

22 Cashiers check # 511214426, dated May 3, 2005, in the amount of \$2,000.00

23 Cashiers check # 511214536, dated may 28, 2005, in the amount of \$2,000.00

24 Cashiers check # 511214644, dated June 21, 2005, in the amount of \$2,000.00

25 Cashiers check # 511214665, dated June 23, 2005, in the amount of \$2,000.00

26 Cashiers check #511215348, dated November 17, 2005, in the amount of \$1,000.00

27 \$1,000.00 cash on July 14, 2006

28 \$2,000.00 cash on July 17, 2006

1 \$2,000.00 cash on July 20, 2006

2 \$1,000.00 cash on July 24, 2006

3 \$1,000.00 cash on December 21, 2006

4 Fender gave Ronkovich a copy of the 13 loan agreements signed by Flora and Fender for  
5 the above transactions. These loan agreements appear to be computer generated. Flora deposited  
6 \$375.00 per month interest payments into Fender's bank account over a 22 month period. Fender  
7 received her last interest payment from Flora in May 2007. Fender called Flora and told her she  
8 no longer wanted to invest in Flora's loans and wanted her money returned. After several  
9 telephone calls to Flora agreed to give Fender \$30,000.00 by June 15, 2007, and the remaining  
10 \$15,000.00 plus by July 15, 2007. Flora never paid. Flora then agreed to give Fender \$5,000.00  
11 each month starting September 15, 2007. Again, Flora did not pay and Fender has never received  
12 her money from Flora. Fender invested a total of \$47,000.00 with Flora.

13 Victim Louise Finn of Citrus Heights, Sacramento County, 80 years old, is retired from  
14 Macy's. She had purchased annuity products from EBG in the 1990's. In approximately 2005  
15 she was contacted by Flora and was offered an investment with a 15 per cent return; the  
16 investment was offered by Flora personally rather than through EBG. She made a \$5,000  
17 investment which was returned. Flora approached her again in August 2006 and induced her to  
18 make another \$5,000 investment. Finn provided a loan agreement dated August 22, 2006, and a  
19 copy of a check dated August 25, 2006. Flora made the monthly interest payments by depositing  
20 them directly to Finn's bank account. In July or August 2007 Flora did not make the interest  
21 payment, so Finn left Flora a message on her cell phone. She then contact EBG and learned that  
22 Flora did not work there any longer. She has had no further contact with Flora; she has received  
23 neither further interest nor the return of her principal.

24 Edith Evalyne Fisher was a 92 year old Vacaville (Solano County) resident when she  
25 invested with Flora. (She has since died, but was interviewed by Ronkovich along with her  
26 nephew, David, who was present at the time of the transactions.) Fisher purchased two annuities  
27 from EBG in 1999. She called EBG in the summer of 2006 because she wanted to set up a living  
28 trust, and received a return call from Flora. Fisher agreed to purchase an annuity from Flora, and

1 on September 11, 2006, Flora returned to Fisher's home with documents relating to the annuity.  
2 While she was at Fisher's home, Flora offered Fisher a private investment with a 15 per cent  
3 return. Flora said that she and her husband owned several houses and were making money from  
4 the house investments, and that she would sell one of the houses to repay Fisher when her  
5 investment came due. Flora asked Fisher and her nephew to keep the "loan deal" between them  
6 and not to discuss it with anyone. Fisher decided to invest, and Flora directed her to write two  
7 separate \$10,000 checks payable to Flora. Flora provided Fisher with a loan agreement that  
8 guaranteed a 15 per cent return. Flora began making interest payments in October 2006, directly  
9 depositing half of the interest to Fisher's account and half to David's account. The payments  
10 stopped in around July 2007 and David's efforts to contact Flora were not successful. No further  
11 interest payments were made and the principal was not returned.

12 Theresa Ophilia Lennen, a 71 year old Modesto (San Joaquin County) resident, attended an  
13 investment seminar in 2005. She did not make any investments at the time, but did provide her  
14 name and contact information on a sign-in sheet. Later she received a phone call from Flora who  
15 came to Lennen's home on March 15, 2005, to discuss investment opportunities. Lennen told  
16 Flora she was afraid of investing in stocks, and Flora told her that she had "just the thing" for  
17 Lennen. Flora explained that she knew a group of investors that were having difficulty getting  
18 loans, and thus were willing to pay a high interest rate to get money. Flora said that she could  
19 guarantee a 10 per cent return by investing in second trust deeds. Lennen asked Flora for  
20 information on the company that would get her investment, but Flora said she did not want to  
21 leave a paper trail. Lennen then wrote a check for \$10,000 to Flora; the check was cashed. On  
22 March 29, 2005, Flora contacted Lennen about investing more money in the loan program;  
23 Lennen gave Flora two additional \$10,000 checks, one written on her account and one written on  
24 her mother's account. Later in 2006 Lennen invested another \$10,000 and on or about April 1,  
25 2007, Lennen invested \$5,000 more, this time for a 15 per cent return. Lennen said the Flora  
26 initially made the interest payments by mailing her money orders, and then later by making  
27 deposits directly to Lennen's bank account. Lennen received her last interest payment in July  
28 2007. She spoke with Flora in September 2007; Flora explained that she was vacationing in

1 Florida and that is why she missed payments. Lennen's further efforts to contact Flora were  
2 unsuccessful, and she has not received her money back.

3       Victim Patricia Marguerite Letamendi, a resident of Woodland (Yolo County), was 72  
4 years old at the time she invested her money with Flora. Letamendi first met Flora in April 2007  
5 when Flora telephoned her and wanted to discuss a product called Moneyguard. Flora identified  
6 herself as an agent with EBG. Letamendi had purchased a living trust and annuities from EBG  
7 some years prior. Flora then came to Letamendi's home and discussed the Moneyguard product,  
8 a long term care product that is offered through Sun Life Insurance Company. Letamendi cashed  
9 out an annuity in April 2007 in order to finance the purchase of the Moneyguard policy. Flora  
10 delivered the Moneyguard policy on approximately May 8, 2007. While at Letamendi's home,  
11 Flora discussed a loan investment stating she could promise Letamendi a 20 per cent return if  
12 Letamendi would invest for a period of one year. Flora stated to Letamendi, if she did not wish to  
13 continue with the loan after the one year period, Letamendi would get her money back. Flora  
14 explained that the loan investment had nothing to do with EBG and was just between Flora and  
15 Letamendi. Letamendi gave Ronkovich a copy of the loan agreements signed by Flora and  
16 Letamendi. The loan agreements appear to be computer generated. On that date Letamendi  
17 wrote two checks payable to Flora, each in the amount of \$6,000. Flora called and visited  
18 Letamendi throughout the month of May. On May 21, 2007, Letamendi wrote two more checks  
19 to Flora for \$6,000. On May 29, 2007, Letamendi wrote a \$4,000 check to Flora and another  
20 \$4,000 check the following day. Letamendi was under the impression these were legitimate  
21 investments through EBG; that belief was prompted by Flora's statements of "we" in describing  
22 the investment.

23       All of Letamendi's checks appear to have been signed and cashed by Flora. Letamendi  
24 received only one interest payment from Flora, on July 3, 2007, for \$534.00 by direct deposit to  
25 her bank account. In September 2007, Letamendi called Flora several times to find out why she  
26 wasn't receiving her interest payments. Flora never answered the phone and never called her  
27 back. Letamendi did not receive any more interest payments nor was her \$32,000 returned.

28



1 Rosella Jean Nichols of Placerville (El Dorado County), was 78 years old when she  
2 invested with Flora. In 2006 she refinanced her home, and thereafter was called by Flora, a  
3 representative of EBG, in approximately November. Flora came to Nichols' home and sold her  
4 an annuity on November 8, 2006. The following day Flora sold Nichols a \$30,000 investment  
5 that was supposed to pay Nichols a guaranteed 15 per cent return in one year. Flora told Nichols  
6 the loan was not affiliated with EBG. On November 22, 2006, Nichols invested another \$28,000  
7 in a short term loan that paid 15 per cent. Flora advised Nichols to cash out a certificate of  
8 deposit in order to make the loan. Nichols believes she may have been penalized for the early  
9 withdrawal. Flora followed Nichols on her trip to the bank to cash in the certificate of deposit.  
10 On February 21, 2007, Nichols invested another \$21,000 with Flora. On March 10, 2007,  
11 Nichols invested another \$4,000 with Flora, this time with a promise of a 20 per cent return. In  
12 April 2007 Flora suggested that Nichols cash out an annuity to make another investment. Nichols  
13 withdrew \$32,000 from an annuity and incurred an early withdrawal penalty of more than \$4,000,  
14 but Flora assured her she could receive a higher return by investing the Flora that would make up  
15 for the penalty. On April 21, 2007, Nichols invested another \$5,000 into a short term loan with  
16 Flora. All of the checks written by Nichols to Flora were cashed at Nichols' bank shortly after  
17 they were given to Flora. Nichols received interest payments until mid 2007; the payments were  
18 made by making cash deposits to Nichols' account. Two pictures have been obtained from US  
19 Bank of Flora making those deposits. Nichols had her last contact with Flora in August 2007  
20 when Flora promised to make additional interest deposits. She has made numerous calls to Flora  
21 since then but heard nothing back.

22 Robertie Verne O'Day, a resident of Chico (Butte County), is 83 years old. She does not  
23 recall how she initially met Flora, but she recalls Flora showing up at her door one day, and that  
24 Flora had all of O'Day's financial information. Flora offered O'Day a 20 per cent return on  
25 investments, and O'Day agreed. Flora had O'Day cash in annuities to raise money to invest.  
26 Between May and August of 2007, O'Day wrote checks for investments with Flora totaling  
27 \$42,600. Flora made some interest payments to O'Day's Tri Counties Bank account by  
28

1 depositing funds at a branch in Lincoln, but ultimately defaulted. Flora has not paid back any of  
2 the principal.

3 Victim Elizabeth Esther Shortridge, who lives in West Sacramento (Yolo County), was 67  
4 years old at the time she invested her money with Flora. Shortridge met Flora in April 2006 when  
5 Flora telephoned her and identified herself as Shortridge's EBG representative. Shortridge had  
6 purchased a living trust from EBG in 1997. In May 2006, Flora went to Shortridge's home to  
7 discuss Shortridge's finances. Flora advised Shortridge that she could do much better if she  
8 rolled over her Transamerica Annuity into a Sun Life Annuity. As a result, Shortridge rolled over  
9 her \$15,599.71 Transamerica Annuity into a Sun Life Annuity. In June 2006, Flora delivered  
10 Shortridge her Sun Life Annuity documents. At that time Flora described a loan investment to  
11 Shortridge that promised her a 15 per cent guaranteed return. Flora told Shortridge that the  
12 investment was only offered through Flora and not through EBG. According to Shortridge Flora  
13 was vague in divulging the investment details. Shortridge provided Ronkovich with a loan  
14 agreement document dated June 2, 2006 that promises to pay Shortridge 15 per cent interest on  
15 her investment. This document appears to be computer generated and bear the signatures of Flora  
16 and Shortridge. On June 6, 2006, Shortridge wrote a check to Flora for \$5,000.00. Flora direct  
17 deposited a \$62.50 interest payment into Shortridge's bank account each month from July 2006 to  
18 approximately August 2007. Shortridge did not know there was anything wrong with her  
19 investment until she received a letter from Theodore Sampson, owner of EBG, advising her not to  
20 have any further contact with Flora. Shortridge invested a total of \$5,000.00 with Flora and has  
21 received neither additional interest payments nor the return of her principal.

22 Mary Alice Stoffel, a 73 year old Sacramento resident, got a call from Flora in April 2006;  
23 Flora indicated she wanted to discuss some investment options with Stoffel. Flora came to  
24 Stoffel's home and sold Stoffel and her husband an annuity. She persuaded them not to put all of  
25 their money into the annuity and suggested they invest in a loan offered by Flora with a  
26 guaranteed return of 15 per cent. Stoffel wrote a \$10,000 check which was cashed. Flora paid  
27 interest payments of \$125 a month from May 2006 through September 2007; the payments were  
28 made by deposits to Stoffel's bank account at River City Bank. When Flora was late with the

1 September 2007 payment Stoffel called her. Flora said she was in Florida visiting her son. Flora  
2 did not make the October 2007 payment and Stoffel has been unable to contact her since. She has  
3 received no further interest payments and the principal has not been repaid.

4 All of the above victims met Maria Flora in very similar circumstances when Flora  
5 contacted them for the purpose of selling them an annuity or life insurance product through the  
6 company she was employed with, EBG. Upon completion of the initial transaction Flora would  
7 approach the victims regarding a loan investment through Flora personally. Flora told these  
8 victims they could earn from 10 per cent to 20 per cent on their investment, with the interest rate  
9 going up over time, and the interest was guaranteed. Generally Flora indicated the money was to  
10 be used to provide loans to those with credit issues. Once Flora obtained the victims money for  
11 investing, she would generally cash their check at their bank (thereby concealing her own banking  
12 information from the victims); the exception to this was the wire transfer of funds from Irene  
13 Eleanor Bradford to Flora's US Bank account. When Flora made payments to the victims, she  
14 would do so by making cash deposits to the victims' accounts or by money order again  
15 concealing her own banking information. Flora would make a few interest payments and then  
16 stop. When the victims contacted Flora asking where their interest payments were, she would  
17 promise to pay by a later date and never paid, or simply not return calls.

18 Based on the foregoing I believe that Flora has committed violations of Penal Code section  
19 368(d), elder abuse or grand theft from someone over the age of 65, and violations of Penal Code  
20 section 487, grand theft. I believe that Flora took money from the victims on the pretense that she  
21 would be investing the funds and could offer them a higher rate of return than they could  
22 otherwise earn on the funds, but that in fact she took the money for per personal use and for  
23 gambling with no likelihood of repayment. The belief is reinforced by her handling of the victim  
24 funds by cashing their checks, by making cash deposits of her interest payments, by ceasing  
25 interest payments to victims, by continuing to borrow funds from new investors while defaulting  
26 on payments to old investors, and her refusal to respond to or contact her victims. It appears that  
27 the money was intended to finance Flora's gambling. Finally because Flora entered the victims  
28

1 homes with the intent to defraud them and take their money, she has violated Penal Code section  
2 459, burglary.

3 Flora is more particularly described as a [REDACTED]  
4 [REDACTED] She has been issued  
5 California driver's license [REDACTED] and her last known residence is [REDACTED]  
6 Sacramento, CA. I request that bail for Flora should be set in the amount of the approximate  
7 losses suffered by the victims of \$350,000.

8 I request that in the event that Flora seeks to post bail, that she be required to demonstrate  
9 to the court that no portion of said bail or any pledge or consideration provided for such bail was  
10 feloniously obtained as required by Penal Code section 1275.1. I am concerned that any assets  
11 used to post bail will be from cash or assets acquired through theft from others by Flora.  
12 Therefore I request an order directed to the Sacramento County Sheriff's Department and any  
13 other law enforcement agency, that in the event Floral seeks to post bail, that such deposit not be  
14 accepted until a hearing is held on the source of the funds.

15 I declare under penalty of perjury under the laws of the State of California that the  
16 foregoing is true and correct. Executed on June 17, 2009, at Sacramento, California.

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18  
19 TANYA SOUZA, Investigator  
20 Yolo County District Attorney's Office

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