

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF FLORIDA
PANAMA CITY DIVISION**

UNITED STATES OF AMERICA

v.

CASE NO: 5:19cr84-RH

CHRISTIAN PANTAZONIS

_____ /

STATEMENT OF FACTS FOR GUILTY PLEA

The Defendant admits if this case were to proceed to trial, the government could prove the following beyond a reasonable doubt.

In October, 2018, Hurricane Michael annihilated the Panama City, Florida, area. Like many others in this region, most of the current victims were left homeless, while some had to resort to living in trailers or alternative residences. In these distressed conditions, local residents had to compete for the limited building services; consequently becoming easy prey for unscrupulous contractors getting payments up-front under the guise of securing material or quicker service (“a down-payment secures your place at the head of the line” was a common phrase used in

2/26/2020

this case). Once the money was obtained, these contractors disengaged from the victims, refusing to answer texts and phone calls.

After taking their money, the Defendants failed to complete any construction work or completed far less work than what the victims paid for. This left the victims with not only the stress of losing their primary residences, but also now dealing with a loss of all the money to repair these homes. One victim had to resort to selling her home, which she had lived in for 45 years.

The Defendant Edward Newton (“Newton”) owned and operated both Newton Remodeling, LLC and Statewide Marketing, LLC. Newton Remodeling was incorporated in the State of Florida on April 2, 2018. The articles of incorporation for Statewide were filed on September 27, 2018. Statewide acted as the marketing arm for Newton Remodeling. Newton Remodeling and Statewide Marketing had separate bank accounts, both at Regions bank. The Newton Remodeling account ended with 7183 with an address of 17265 Raintree Rd., Lutz, FL. Newton was the only signatory on the account. The Statewide Account ended with 6103 with an address of 12897 62nd Street, Largo FL. Newton was the only signatory on this account until May, 2019, when Jonathan McAllister, the owner of Honey-2-Do, was added to the account. Statewide had an additional account at

Suncoast Bank ending in 4923. This account was opened on December 4, 2018, with Newton as the signatory.

All of the advertisements and signs for Newton Remodeling stated that it was “powered by” Statewide Marketing. Statewide did not have a construction license, and was used solely to garner contracts for Newton Remodeling. Under the banner of these two businesses, Newton conspired to commit a scheme to defraud the victims by taking their money in exchange for specific promises, which were almost always commemorated in writing, to complete construction projects.

The scheme involved door-to-door salesmen who would use high pressure tactics to convince the victims to employ Newton LLC. Newton employed three main salesman to procure contracts: Jon Longley (“Longley”), Christian Pantazonis (“Pantazonis”), and Christopher Mayes (“Mayes”). Mayes and Pantazonis have worked with one another previous to being employed at Statewide Marketing, and as detailed below, they were well-versed into bilking customers before being employed at Statewide. Likewise, prior to doing business in the Panama City, Florida, area, Defendant Newton had conducted the same scheme (not providing construction services after being provided payment for those services) in the Tampa, Florida, area.

According to the victims located in the Northern District of Florida (NDFL), Longley and Pantazonis would make initial contact with customers, and Mayes would act as the “closer.” All the victims have described Mayes as “smooth,” well-dressed, and oozing the appearance of sincerity. Mayes would often talk about what a good Christian he was, and said that he could work for any company he wanted, but had chosen to work for Newton because it was a legitimate company. Upon seeing one victim wearing a Cross, he launched into a diatribe of his Christian values. Pantazonis would usually have the victim sign the contract.

Between December, 2018, and May 2019, according to bank records, Statewide paid Mayes was paid a total of \$63,800. In April, 2019, alone, Mayes was paid \$19,200. Between December, 2018, and May 2019, Pantazonis earned approximately \$20,695 while employed by Statewide. During the same time period, Newton paid himself \$58,705.

According to records acquired from the Florida Department of Business and Professional Regulation (FDBPR), approximately 23 separate complaints, all of similar nature, have been filed against Newton Remodeling, all alleging that services were paid for, but not provided. Approximately 14 of these victims live within the Middle District of Florida (MDFL), near and around the Tampa area.

Newton Remodeling registered with the Panama City Building Services and Development Services Department (Bay County Building Services) in Panama City on October 30, 2018. The evidence indicates that between dates of its registration and May, 2019, Newton Remodeling pulled only one permit in Bay County (Kenneth Birch property). On a few projects, Newton Remodeling subcontracted with Honey-2-Do, another company that began doing business in Bay County immediately after the hurricane.¹ Honey-2-Do did complete a few roofing projects for Newton Remodeling, but only worked on two of the houses of the identified victims. Honey-2-Do did some shingle work on one house belonging to G.J, and placed a tarp on the roof of the residence belonging to C.H.

Honey-2-Do, in turn, was also subcontracting with various unlicensed roofers, and many of the pre-paid projects were incomplete or shoddy. Honey-2-Do also failed to pay some sub-contractors. According to records acquired from Bay County Building Services, Honey-2-Do acquired approximately 36 building permits. Based on Newton's bank records, only 12 of these permits corresponded to customers that paid Newton. Often the acquisition of permits was as far as it would go in terms of any work completion.

¹ Honey 2 Do registered with the Panama City Development Services Department on November 26, 2018. The identified owner of Honey-2-Do, at that time, was John Skinner.

On May 28, 2019, after acquiring the victims' money, Newton wrote a letter to most of his victims informing them that he would be dissolving both Newton Remodeling and Statewide Marketing. His explanation was that he was no longer capable of acquiring materials or conducting the work. Some victims were falsely told by Newton employees that Honey-2-Do would be taking over the contracts and completing the work (Honey 2-Do also closed up shop in Panama City in May, 2019, and skipped back to Merritt Island, Florida). Interestingly, Newton Remodeling continued to operate in and around the Tampa and St. Petersburg area, and there are complaints filed with FDBPR of the same –pay up front but no work to follow-up - scheme until June, 2019 (after he informed individuals here that Newton Remodeling was dissolved).

Representatives at Honey-2-Do (David Porter) indicate that while Newton approached Honey-2-Do to take over the contracts, it never agreed to do so. Based on a review of Newton's bank records, Newton paid Honey-2-Do approximately \$130,606 over a 5 month period between December, 2018, and May, 2019. Porter claims that Newton Remodeling owes it approximately \$57,000 for work performed, and has now begun filing liens on property in Panama City.

Moreover, the current owner of Honey-2-Do, John McAllister, was in business with Statewide Marketing for a brief period of time, and was also listed as a signatory for a brief period on the Statewide bank account.

Honey-2-Do only provided services to two of the 10 charged victims. This work was never inspected, as required by law. Only two other victims received any work at all, which was usually limited to removing drywall and demo work (\$2000, and \$357, respectively, worth of work). The remaining 6 victims received no work at all.

Between 2017 and 2018, Mayes owned a company called NuTech Roofing. Pantazonis worked for Mayes. Based on their actions, Mayes is currently criminally charged in Polk County, FL for 4 similar offenses. The following is a brief description of each incident:

On March 15, 2018, Pantazonis entered into a written contract with R.N. to repair the roof of his house located in Lakeland, FL. On the same day, R.N. wrote a check to NuTech for \$15,000, which was deposited into Mayes' Chase bank account ending in #89000. Mayes was the only signatory on the account. There was no work done on the residence.

On May 16, 2018, Pantazonis entered into a written contract with R.O. to repair the roof of his house located in Mulberry, FL. On the same day, R.O. wrote

a check to NuTech for \$2,375 which was deposited into Mayes' Chase bank account. There was no work done on the residence.

On May 23, 2018, Pantazonis entered into a written contract with R.R. to repair the roof of her house located in Lakeland, FL. R.R. paid NuTech a total of \$12,005.56 in two separate checks. The two checks were deposited into the Chase Bank Account belonging to Mayes. Mayes did no work on the residence.

On August 29, 2018, Pantazonis entered into a written contract with M.R. to repair the roof of her house located in Lakeland, FL. On the same day, M.R. wrote a check to NuTech for \$3,250 which was deposited into Mayes' Chase bank account. There was no work done on the residence.

Moreover, Mayes and Pantazonis are also being criminally investigated in Pinellas County, FL, for similar frauds (over 15 separate incidents). In each incident, Pantazonis would act as the front-man, and collect the checks in exchange for promised repairs. When the work would not get done, and the customers complained, Pantazonis would claim he no longer worked for the company.

Victims in Current Case:

Victim #1- C.H.:

C.H. lives in Lynn Haven, FL. She had major damage to her roof. C.H. stated that on November 20, 2018, she met with "Chris"(Mayes) and "Christian"

(Pantazoris). On the same day, she entered into a written contract (“Installation Agreement and Details”) with Statewide, LLC (**Pantazonis** being the signatory). The contract states that “major truss work!!!” would be completed “ASAP” and that a “mitigation company” would come out on December 4, 2018. The contract also calls for a complete roof with a 25 year shingle warranty, and 10 year workmanship warranty. The contract also states that the cost of the permit was included.

(Count 2)

C.H. wrote two checks:

Check #6010, dated December 5, 2018, for \$71,705.36 on Tyndall Federal Credit Union to Statewide. This check was handed to Pantazonis. This was deposited into a Suncoast account ending in 4923 on December 5, 2018.

C.H. met with Newton on December 18, 2018, and he informed her that they would start removing the trees around her residence. She stated that she again met with Newton on or around January 22, 2019, and he was present for the mold inspection at her residence. The final time she met with Newton was about March 1, 2019, when an inspection was occurring at the residence. She believed that Newton would do as promised because he was intently discussing things with the inspector.

(Count 16)

Check # 6020, dated April 19, 2019, for \$47,000 on Tyndall Federal Credit Union to Statewide. This check was handed to Mayes. This was deposited into Statewide's Regions bank account ending in 6103 on April 19, 2019. Honey-2-Do did pull a permit on January 4, 2019. Besides from some tarp work, putting up some drywall in her living room and kitchen, and taking out of carpet and tiles, no other work was done. According to an appraiser, the value of total work completed is no more than \$5000. C.H. stated that a lady who had removed carpeting later came back to complain that she had not been paid.

In March, 2019, she stated that another worker by the name of "Jeff" came by and informed her that Honey-2-Do was taking over the work.

On about May 25, 2019, she received a letter from Newton Remodeling stating due to "unforeseen events and circumstances we are no longer capable of providing the materials or conducting the work necessary for our contracted clients. All future correspondence regarding this matter should be directed to NRclosed2019@gmail.com." Of note, each of the victims got a similar letter at about the same time. Some letters were dated May 25, and some were not.

Total payments: \$118,705.36 – 5,000 work performed = \$113,705.36 in loss.

Victim #2- L.T.

L.T. lives in Panama City, FL. She had an oak tree fall on her roof. L.T. stated that she met with “Chris” (Mayes), “Christian” (Pantazonis) and “Jon” (Longley) on December 18, 2019.

The only contract signed was on December 18, 2018, which basically states that no one but Newton Remodeling would be hired to complete the work. L.T. was informed by Mayes that if she and her husband signed the contract, Newton Remodeling would begin work immediately. L.T. said that the agreement was to pay 3 installments.

(Count 4)

Check # 8023, dated December 18, 2018, for \$16,748.48 on Regions bank account ending in 80816 (L.T.’s account) to Statewide Marketing, LLC. She handed the check to Pantazonis. This check posted into Statewide’s Regions bank account ending in 6103 on December 19, 2018. L.T. was informed that this check would be used to acquire material. She was informed that the material would be transported from Tampa. L.T. said that soon after some Hispanic men showed up and tore out her roof, and also tore-out the dry wall from the bedrooms. She stated that they worked on part of the roof, but it was incorrectly done, and when she reported it to

Ed Newton in January, 2019, he agreed with her, and said he was “not going to pay those guys.”

L.T. stated that she met with Newton in January, 2019 at her residence, and he inspected the house, and stated that they could fix it. She stated that Newton informed her that a “Doug Peterson” was bringing up material for an exterior wall, and that he had been bringing up material “all day.”

(Count 13)

Cashier’s Check #5505555278 dated April 10, 2019, for \$13,845.53 from Regions Bank to Statewide LLC. This posted into Statewide’s Regions bank account ending in 6103 on April 10, 2019. L.T. was informed by Mayes that the material was “on its way,” and that she needed to write a check to keep the project going. Mayes promised that the workers would start a week later, but no one ever showed up. No permit was ever pulled for L.T.’s residence.

Newton later informed L.T. that she owed him \$5,000 since he met with her insurance adjusters and was able to get her reimbursement amount increased. She also received a letter from Newton Remodeling on or about May 25, 2019, terminating the relationship (same letter that everyone else received).

Optimal Property Services (James Clark) did appraise the work that was completed. The only work completed was the installation of a “55 8x8x16 CMU

block” to fill a hole. According to Clark, “at most” the value of the work would have been \$357.50.

Total Payments: \$30,395.01- 357.50 = \$30,037.91 in loss.

Victim #3- G.J.:

G.J. lives in Panama City, Florida. She had 3 oak trees fall on her house, causing major roof damage. She stated that she was getting desperate because she was having a hard time getting any contractors out to her house. She stated that on January 30, 2019, Chris (Mayes), Christian (Pantazonis) and Jon (Longley) came to her residence and presented her with the Statewide door hanger which indicated that there would be an “immediate install.”

G.J. was presented with a written contract (“Installation Agreement and Details”) on January 30, 2019, with Statewide LLC. The contract is signed by Jon Longley. The contract specifically states that there would be a “Total re-roof with architectural shingles,” “Upgrade to peel-n-stick (free),” “\$65/sheet plywood (installed) after (5),” and “Repair Damaged facia and soffit.”

The total price on the contract was listed as \$12,400 with a 1/3 deposit (\$4,134) being used to “release of lien from supplier.” Attached to the contract was an estimate of \$57,000 which includes “replacing all damaged drywall according to customer specifications” and building a new deck and bathroom. G.J. stated that it

was Pantazonis that filled in the contract. The contract included all labor and material, as well as permits. Bay County Building Services confirmed that no permit has been pulled on this residence since 2013.

(Count Eight)

Check # 3648, dated February 5, 2019, for \$28,560 on Bay Credit Union to Statewide LLC. This check was handed to Mayes. This was deposited into Statewide's Regions bank account ending in 6103 on February 5, 2019. Mayes informed G.J. that they would start doing the roof immediately. She said that a week afterwards, Newton came up to inspect the property. She stated Newton came to the property on several occasions.

(Count Nine)

Check # 3651, dated February 13, 2019, for \$39,100 on Bay Credit Union to Statewide LLC. This check was deposited into Statewide's Regions bank account ending in 56103 on February 14, 2019. G.J. stated she and her husband were living in alternative housing near the lake in Chipley, and Mayes called her for this check. He drove out to the lake and acquired the check from her. She stated that Newton, Pantazonis, and Longley were also present when Mayes acquired the second check from her.

G.J. stated that David Porter from Honey-2-Do did do some of the roofing over her garage which included installing shingles, but she never called Honey-2-Do. Panama City Building Services confirmed there never was a permit pulled for this residence. She stated that besides from the roofing, there was some drywall completed and a door replaced. Contractor Tommy Hamm assessed all the work that was done, and he stated that – even if the work had been high quality, which it wasn't, the total cost would have been no more than between \$13,000 and \$14,000.

Total Payments: \$67,660 - \$14,000 (work done) = \$53,660 in loss.

Victim #4- C.G:

C.G. lives in Panama City, FL. Her residence incurred extensive roof and interior damage from the hurricane. She found a Statewide door hanger attached to her door in December, 2018, and so she called the phone number. She stated that a few days later she met Chris Mayes and Christian Pantazonis, and they inspected the property. They stated that Newton Remodeling had a high rating, and that she should hire Newton to repair the roof. C.G. believed that Statewide and Newton Remodeling were different companies that worked with one another. She did not know that both companies were owned by Newton.

(Count Three)

C.G. met with Mayes and Pantazonis again on December 11, 2018, and she wrote Check #1311 dated December 11, 2018, for \$2,839.57 on Tyndall Federal Credit Union to Statewide, LLC. She handed Mayes the check. This was deposited into a Suncoast account ending in 4923 on December 11, 2018.

She wrote this check because Mayes said that the money was “needed for permits.” She immediately asked for a contract and Mayes informed her that he would send her one. Mayes said that he would have a “demo crew” out immediately.

She said that she met with Ed Newton in mid-December, 2018, and he inspected her residence. C.G. stated that Newton told her he would need additional money to get the job started, and that he would work directly with the insurance company to make sure she got paid. Newton informed her that he worked with insurance companies all the time, and that if she paid up-front for the roof to get fixed, he would make sure she was reimbursed by the insurance company. C.G. stated that she had a hole in her roof, and she was desperate to get the work started. They discussed what insurance she had, and talked about scheduling an adjuster to come inspect the property.

(Counts Five and Six)

Based on her previous discussions with Newton, C.G. said that on January 2, 2019, Mayes met with her about a second payment. She again asked him about sending her a contract and he informed her that he would get “Jenna” from the “home office” to send it to her. She then wrote Check # 131 dated January 2, 2019, for \$15,731.43 on Tyndall Federal Credit Union to Statewide.² This check was deposited into the Statewide Regions Bank account number ending in 6103 on January 2, 2019. She also issued a cashier’s check No. 80249 from Gulf Stream Property and Casualty Insurance to Statewide in the amount of \$15,731.43 which was deposited into the Statewide Regions Bank account number ending in 6103 on January 4, 2019.

Mayes informed her that they would have a demo crew out on January 7, 2019. When the demo crew failed to come, C.G. texted Newton and asked when they would begin work. C.G. stated that a few days later, some workers did come by and gutted one of the interior rooms. C.G. stated that in the first week of January, she telephoned Jenna at Statewide, and asked her about acquiring a contract which she

² “Jenna” has been identified as Jenna Zaas of St. Petersburg. Ms. Zaas stated that she informed Newton about all the customers that were complaining that they had paid him money, but he was not getting the work done. She stated that Newton informed her that he was dealing with the customer issues.

had previously been promised. Jenna promised that she would send the contract but never did.

On January 29, 2019, Newton texted C.G. and stated, "I will submit the permit app today." Panama City Building Services confirmed no permit was ever applied for at this residence.

C.G. stated that on February 6, 2019, Newton was present when the appraiser came to the property. She stated that they walked around together. She said it appeared to her that Newton was focused on getting as much money as he could from the appraiser.

C.G. stated that she received a report from the structural engineer on March 20, 2019, and she sent the report to Newton the same day after communicating with him via text. She stated that despite being given several assurances that work would begin immediately, she became very concerned by April 17, 2019. She stated that between April 10 and April 17, she attempted to contact Jenna several times, and that no one answered the phone.

On April 17, 2019, C.G. texted Newton and asked for "Jenna's" number at Statewide. She received no response from Newton. She stated that it took her several phone calls to get Jenna's number, and when she was finally able to contact her on April 22, 2019, she informed Jenna that Newton was no longer responding to

her texts and phone calls, and that Jenna should inform Newton that she wanted her money back. Jenna informed her that she would speak with Newton.

On April 22, 2019, C.G. texted Newton and stated:

Hey Ed. This is C.G. Jenna said she was going to speak with you today and let me know what was going on. We want you to deduct what we owe from the money we put down and then get the rest of it back. Please relay for Jenna to contact us to make this happen.

After getting no response, C.G. again texted Newton on May 3, 2019:

I need statewide main number please. Jenna said she's call me by the end of the week. Its Friday. She hasnt called. I left a voicemail for her. All I want is our retuned money to start work on the house. I am growing EXTREMELY inpatient. Please send me STATEWIDES phone number. Thanks.

Newton finally texted her back that day and stated:

I apologize for the frustration and confusion. I am a few hours from the office but will be back in Panama City Monday. Can I call you Monday morning to help clear this up?

Though Newton stated that he could call her on Monday, he never did. She sent him several more texts, and called him, and he never responded. Contractor

Tommy Hamm assessed the value of the work that was completed, and he stated “at most” the demolition work amounted to \$2,000.

Total Paid: \$34,302.43 - \$2,000 (work done) = \$32,302.43 in loss.

Victim #5- J.B.:

J.B. lives in Panama City, FL. J.B. took copious notes of her interactions with Newton and his crew. She also kept a copy of a number of emails with her contacts with Jenna from Statewide.

J.B. stated that on February 20, 2019, her friend, G.J. called her and referred Statewide to her as she knew she needed some work done. G.J. contacted the number and spoke with Jon. Jon Longley and Chris Mayes showed up the same day, and inspected the work that needed to be done. This included gutters and a screen porch that were both damaged. They stated they “needed one-fourth down” to acquire material.

(Count Ten)

On February 20, 2019, J.B. issued check # 3156 on her Wells Fargo account for \$4,200 to Statewide. J.B. could not recall whether she handed the check to Longley or Mayes. On February 21, 2019, the check was deposited into the Statewide Regions Bank account ending in 6103.

Longley told J.B. that he would email her a copy of the contract. A few days later, after J.B. still had not received a copy of the contract, she contacted Jon and asked him again to email her a copy of the contract, and he did.

The contract specifically states the following: the \$4,200 payment accounted for 40% of the total payment, and was for a deposit for materials and permits. No permits were ever issued to Statewide, Newton Remodeling, or any of their sub-contractors. The total contract was for \$10,500. The contract was signed by Jon Longley and J.B.

The contract called for the installation of “7 Down spouts and 50ft. of super gutter.. Install 146ft of seamless 5” gutters...Pool and lenai enclosure (450 sq. ft) and 2 doors (screen).”

For several weeks no one showed up at the residence. On March 21, 2019, Jenna from Statewide telephoned J.B., and J.B. asked her when the company was going to start working. Jenna responded that “I have your file in front of me” and that “the crew would begin next week.”

On March 22, 2019, Jenna called J.B. again and stated that the “crew would begin work next week” and the “job would be completed by March 29, 2019.” Since no crew showed up on March 29, 2019, which was actually supposed to be the date of completion, J.B. sent Newton Remodeling a certified letter cancelling the

contract, which was returned “Vacant Unable to Forward.” This specifically shows that Newton had already closed shop by April 1, 2019. Despite this, on April 18, 2019, Newton collected \$56,835 from victim A.H. (see below).

After sending several emails to Statewide, J.B. finally received an email from Jenna on May 3, 2019, stating the following:

Your request is being processed and check will go out in mail next week. In case you need for your records, moving forward from today any questions will be addressed by my coworker, Chad, as I am going on maternity leave. He will have full access to this email and our phone lines. Thank you!

After another round of emails from J.B., on May 25, 2019, Jenna wrote J.B. another email:

[J.B.], I have received your cancelation (sic) letter and am going to get it all taken care of for you.

The only response J.B. received was the letter dated May 28, 2019, informing her that Newton Remodeling and Statewide marketing were no longer in business. No work was performed at her residence.

Total Loss: \$ 4,200

Victim #6- J.D.:

J.D. lives in Panama City, FL. She was accompanied to the interview by her daughter, J.S., who listened to the entire transaction over the telephone. J.D. residence had incurred some roof damage due to the hurricane.

On March 5, 2019, John Longley came to her residence and presented her with a Statewide door hanger. J.D. noticed there was another man waiting in a truck (believed to be Defendant Panatzoris). Longley came into her living room and began to discuss what work needed to be done. J.D. stated that Longley estimated that the work would cost \$6,500 to complete, and that he would need half down to get the project started right away. She handed Longley a cash payment of \$3,250.

There are several cash deposits both into the Statewide and Newton Remodeling, LLC, accounts on March 5, 2019. However, no cash deposit exactly matches the amount of \$3,250. There was a cash deposit of \$7,627 into the Newton Remodeling account on March 5, 2019, and a withdrawal of \$7,000 on March 5, 2019, and another withdrawal of \$600 on March 6, 2019.

J.S. was on the phone during the transaction, and spoke to Longley about how long it would take to get the roof fixed. He specifically told her that they would start by March 12 and that it would be finished within 2 weeks of the start date. J.S. told

Longley that he needed to leave a copy of the contract at the house, but he said that he would email it to her.

On around March 15, 2019, a small amount of material was dropped off by ABC, Inc. (a local lumber company). On March 18, 2019, David Porter from Honey-2-Do came to the residence and began picking up the material and placing it in his truck. Mr. Porter had his son with him. J.S.' brother, Jacques, called the police. According to J.S., the police contacted Porter and told him that if he did not return the material immediately, he would be arrested. Porter then returned to the residence and spoke with Jacques. Porter signed a handwritten document that stated that Statewide did not have a roofing license, and Honey-2-Do purchased the company from Statewide. In the written document, Porter stated that he would return the material and get a refund for it, and so he was allowed to leave the scene with the material. Porter never returned with a refund.

(Count Fourteen)

On April 17, 2019, after J.S. texted him again, Longley texted her a copy of the contract (Interstate). The contract, entitled "Installation Agreement and Details," specifically states: "Re-roof w/ GAF HD Architectual (sic) Shingles...***Replace synthetic underlamine & Repair Any Damaged plywood on roof." The contract noted that \$3,250 was received and that the total job would cost \$6,500. The contract

was signed by Longley and J.D. No work was ever done nor was a permit ever acquired.³

There were a number of texts sent from J.S. to Longley about work not getting done. J.S. telephoned Newton several times, and Jenna said she would have Newton return her call, but he never did. J.S. texted Longley several times with no response, but on May 17, 2019, J.S. texted Mayes, “This have made my mom so sick she have never been sick like she now. No one would pick up their phones now so I had to what I had to do for my mother to try to give a little peace. You had to live in and be in that storm to what she is going through.” Mayes responded “The moment legal action is introduced or threatened, I cannot talk on behalf of my company. Please take this up with my supervisor from her on out. Chris. [followed by his number].

J.S. tried to call and text Mayes, with no response until the mid-May, 2019. Mayes called J.S. and informed her that he and “Christian” were leaving because Newton was not paying his contractors.

On May 17, 2019, J.S. and her husband went to Newton Remodeling in Largo, Florida. She noticed that the business was closed. J.S. stated that she acquired the address and Newton’s number from the Better Business Bureau. She texted and called the number. Newton called her back and informed her that he was in the

³ According to the Panama City Permit website, there was never a permit pulled for this property.

process of closing his business. She inquired about a refund, and he indicated that it would not be a problem, and just to provide a written request and leave it with the pawn shop next door. J.S. left the written request, and never heard from Newton again. There was never any work done at the residence.

Total Loss: \$ 3,250

Victim #7- Dr. R.C.:

Dr. R.C. is a chiropractor that lives in Panama City, FL. Dr. R.C. had roof damage to his residence. Dr. R.C. stated that he met with Chris Mayes at the end of March, 2019. Dr. R.C.'s wife noted that Pantazoris was also present.

(Count Twelve)

Dr. R.C. stated that he entered into a written contract with Mayes, which specifically stated Statewide would provide a new roof, with "50 yr 24 gauge metal, 3in ISUBOARD, 1x3 Ferringstrips, Radiant V=barrier...Peel and Stick Upgrade, 1'2 plywood only." Dr. R.C. handed Mayes Check # 2395 dated March 30, 2019, for \$9,183.83 on Suntrust Bank to Statewide LLC. The check was deposited into the Statewide Region's Bank account ending in 56103 on April 1, 2019. Per the contract, the check was noted as a 1/3 deposit on the job, with a total price of \$27,580. The contract is signed by Mayes and Dr. R.C.

A few days later, Dr. R.C. stated that he met with Newton. He stated that Newton inspected the roof as well as a sauna area that needed to be fixed. Newton informed Dr. R.C. that he had a degree in psychology. Dr. R.C. found him to be very amiable. Newton asked Dr. R.C. about how much insurance money he had gotten paid. Dr. R.C. stated that Newton came by the house once again, and then never saw him again. Dr. R.C. stated that he attempted to call Newton and Mayes several times with no response from either one of them. Dr. R.C. added, however, that Mayes called him in mid-May, and that it was a very odd phone call. Mayes informed him that Newton had brought him and his family up from Tampa with a promise of a good job, and that he now had no money, and he and his family were getting kicked out of the hotel room. Mayes said that "Ed is not going to pay me." Based on review of the bank records, Newton paid Mayes over \$63,000 in a four month period, and over \$19,000 in April, 2019, alone. Dr. R.C. thought Mayes was going to ask him for money, but he never did. No work was done on the house and no permit was ever acquired.

Total Loss: \$9,183.83

Victim #8- A.H.

A.H. lived at her residence in Panama City, FL, for over 45 years. She recently sold her house due to the monetary loss she suffered at the hands of the Defendants. She appears to be well over 80 years old. Her daughter, P.M., accompanied her to the interview.

P.M. said that Chris (Mayes) and Christian (Pantazonis) came to the residence on April 17, 2019. She said that they handed her one of the door hangers. She checked the business out on the Better Business Bureau site and Home Advisor and did not find anything negative. She also verified that they had a contractor's license. Based on that, she called them back the next day and Mayes and Pantazonis returned to the residence. Mayes stated that they worked for Statewide, but that the contractor would be Ed Newton Remodeling. P.M. said that Mayes noticed that A.H. was wearing a cross, and bent down and started doing a prayer. He spoke of what a good Christian he was, and spoke about his wife and kids. P.M. said that another company, Gulf Coast Roofing, was already repairing the roof, but the interior of the house needed to be gutted and repaired.

(Count Fifteen)

On April 18, 2019, A.H. wrote a check for \$56,835 to Statewide, LLC. This posted to the Statewide Regions Bank account ending in 6103 on April 19, 2018.

Mayes presented them with a contract and a detailed installation invoice. It included a \$10,000 “friends and family discount per Chris Mayes.” The grand total of all the repairs would have been \$189,450. The contract called for a 30% down payment. The contract is signed by Mayes and P.M. P.M. was very upset during the interview with law enforcement, and said it was surreal that she had put her mom in this position.

The estimate included new cabinets for \$4,500 and a kitchen remodel for \$8,000, and replacing windows for \$32,000. All of these were garbage quotes and completely fabricated. P.M. noted that she met Newton at the residence a few days later, and he said he was a “master something.” She said that Newton informed her that Chris was no longer working for him, and that he would be acting as a manager for the job. Newton spent several hours at the house going through what he could replace.

P.M.’s husband (Mr. P.M.) stated that he and Newton spent several hours going through the estimate, and that he (the husband) cut-out some items as it was getting too expensive. David Porter from Honey-2-Do was present at this meeting.

Afterwards, they then left together. Mr. P.M. called Newton a few days later, and Newton said that he was waiting on Porter to come back from out of town, and then they were going to have a “big meeting.” Mr. P.M. said that when Newton stopped returning his calls, he called Porter at Honey-2-Do. Porter informed Mr. P.M. that Newton was out of business and that Newton owed Honey-2-Do over \$60,000 for unpaid work. No work was done on the house and no permits pulled except for the roof, which was completed by a different company.

Total Loss: \$56,835

Victims #9- J.P. and A.P.:

J.P. and A.P. live in Panama City Beach, FL. Their residence had extensive roof and interior damage due to the hurricane.

A.P. stated that Chris (Mayes) and Christian (Pantazonis) came to her residence in late November, 2018. She stated that Mayes was driving a truck, and Pantazonis was driving a silver Mercedes. She stated that Mayes presented her with a copy of Newton Remodeling’s business license and insurance certificate. She did not immediately hire them, and informed them that she would talk to her husband first.

A.P. said that after she conferred with her husband, she called the company, and in early December, 2018, Ed Newton, Mayes and Pantazonis came to her house. She said that there was another man there, but she could not recall his name. Both J.P. and A.P. positively identified Newton, Mayes, and Pantazonis when shown their photographs. They never met John Longley. Newton informed both A.P. and J.P. that he could immediately fix the roof, as well as interior damage to the house. Newton inquired about their insurance settlement several times.

On December 24, 2018, per Newton's request, J.P. emailed a copy his insurance adjustment to Newton. A.P. stated that a few days later, Newton again came by the residence with some flooring samples. She said it looked as if Newton had stolen the sample board from Home Depot. She said Newton said he could handle all the insurance matters directly, and she and J.P. told him that they would handle matters themselves with the insurance company. She said that she informed Newton that they would wait on interiors until the roofing was completed. A.P. believed that "something didn't feel right" about Newton, but they were desperate because it was raining a lot, and they needed to get the roof done, so they agreed to hire him.

On January 30, 2019, A.P. said that Mayes and Pantazonis came to pick up the check and sign the contract. Mayes informed her that the check was a 50% deposit to be used for permits and for material. Mayes informed her that she could write the check in his name. She informed Mayes that she could not do that, and made the excuse that because the checking account was in her husband's name, she had to write the check out to Statewide.

(Count Seven)

On January 30, 2019, A.P. wrote check number 1028 on Ally Bank account in the amount of \$8875. The check specifically stated "50% Deposit Roof" in the memo section. This posted to the Statewide Regions Bank account ending in 6103 on January 30, 2019.

She handed the check to Mayes. Mayes informed her that the check was for permits and for material. After signing the contract, A.P. took a photo of it. A.P. said that the contract was sitting with the other paperwork, and she specifically told Mayes to leave the contract with them. She did not notice until later that he had taken the contract. She immediately called Mayes, and he said he would send her a copy of the contract, which he never did.

In reviewing the photo of the contract, both A.P. and J.P., as well as Mayes, signed the contract. The contract specifically stated that “26 gauge metal roof. Peel-N-Stick Upgrade (Free) and \$65/sheet plywood installed).” The total price would be \$17,750. A.P. stated that as of February 18, 2019, no permit had been pulled (she checked with the building department). She stated that she called Mayes, who came to her residence alone. She stated that she was home with her kids, and she has an aggressive German Shepard. She said that when Mayes came to the door, she placed her kids and dog in another room. She asked Mayes what the delay was, and he said that they would be getting the permit and material right away. She said they were standing in the kitchen, and when she momentarily turned around, Mayes approached her from behind, and rubbed up against her backside, and he was erect. She told him to get out and called her husband to report what had happened. She said, in retrospect, she wished she had called the police.

A.P. stated that they have a video monitor by the door, and she noticed that a white male wearing a baseball cap placed a copy of the permit on her door the next day (February 19, 2019). Honey-2-Do, who they had never heard of, had pulled the permit. The permit included an “Inspection Affidavit for Nailing” signed by John Skinner, who had previously been the owner of Honey-2-Do.

No work was done on the residence. They sent numerous texts and emails to Newton and Mayes, who never responded. She said that she hid her number on one occasion, and Newton answered the phone. She stated that this occurred in early May, 2019. She said Newton promised that he would send their money back, which did not happen

Total Loss: \$8875

Victim #10- J.V.E.:

J.V.E. is retired from the Panama City Police Department. He had roof damage to his residence located in Panama City, FL.

J.V.E. stated that he had previously hired a different roofing company, but was not satisfied. He stated that Chris Mayes came by and gave him a door hanger. He did not immediately hire Statewide, and instead did some research on the company.

J.V.E. said he asked Mayes for some examples of some work Statewide and Newton had done, and Mayes gave him some addresses, including one on his street. He said he did go by that address but was unable to determine that a new roof had been completed at the residence. He said he was unable to contact the occupants. Law enforcement later learned that the owner of that house had filed a complaint

with the Better Business Bureau. The renter, S.C., said that the roof was leaking. She said that Honey-2-Do had completed the roof, but it had a leak by the chimney.

On December 24, 2018, J.V.E. signed a contract with Statewide. Mayes was the signatory for Statewide. The contract specifically stated that there would be “51 sheets of Plywood, its \$65/sheet, includes all new facsia and 26 inch gauge metal.” The roof is warrantied, according to the contract, for 25 years.

For payment, J.V.E. used his Chase credit card, ending in 8000. The first charge was for material in the amount of \$4,652.25. The second payment was for \$7,443.60, and was to be treated as a 40% down-payment. This later payment was processed on December 29, 2018, and a receipt was received from Statewide. Mayes gave J.V.E. a written promise that the roof would be completed within 2 weeks.

On February 6, 2019, after making numerous calls to both Statewide and Newton Remodeling with no response, J.V.E. cancelled both credit card transactions. On the very same day, Mayes showed up at J.V.E.’s residence, and Newton called him by phone. They informed him that they were busy just like every roofer, and they both promised that J.V.E.’s roof would be completed by March 21, 2019.

(Count Eleven)

Based on that promise, on February 21, 2019, J.V.E. re-charged his Chase credit card for a \$4,500 payment to Statewide for remodeling (lower than the first \$4,652 payment for remodeling). A few days later, on February 26, 2019, J.V.E. re-charged the amount of \$7,443.60 on his Chase credit card ending in 8000.

After the March 21, 2019, with the deadline passed to complete the project, J.V.E. contacted the supplier that Newton had claimed he was using, and determined that no material had been ordered. J.V.E. was able to cancel the \$4,500 payment, but was unable to cancel the \$7,443.60 payment.

J.V.E. telephoned Jenna at Statewide several times, and sent her a Notice of Cancellation. On April 26, 2019, Newton purportedly signed a "Notice of Cancellation." This document specifically states that parties "mutually agree to cancel the two contracts for roofing and remodeling. Homeowner will be made financially whole through refund from Chase Card Inc. or Newton Remodeling. No work or services were provided to the homeowner and no balance is due to Newton Remodeling or Statewide Marketing." The Notice of Cancellation is on Newton Remodeling letter head, and was emailed from Jenna at Statewide to J.V.E.

On May 7, 2019, J.V.E. texted Newton the following: “Been another 8 days and no word on payment, could you advise on when check was mailed? John Van Etten.” Newton responded on May 9, 2019, and stated: “John, I am just now back in my Largo office trying to sort things out. Jenna went on leave early due to complication with her pregnancy and I am trying to figure out what was and wasn’t done. I will update you tomorrow. Thank you.” That was the last time J.V.E. heard from Newton. No work was completed.

Total Loss: \$7,433.60

Victim C.H. and L.H. (not charged):

C.H. recently moved to Dothan, Alabama. In March, 2019, he and his wife lived in Panama City, Florida. He only had minor damage to his residence and just needed some gutters replaced. He stated that Chris Mayes approached his address. He said Christian Pantazonis was with him, but lingered in the driveway. He said Mayes was a “smooth talker.” Mayes said that Newton Remodeling could do the work, and so they signed a contract. On March 29, 2019, L.H. wrote Statewide a check for \$775. This transaction was not charged in the Indictment.

C.H. said that no work was done, and that he contacted Mayes several times. He said that Mayes initially told him that Norton would come by. After a while, Mayes stopped answering his calls. He said he was surprised to see Mayes in May,

2019, while he was driving a Mercedes S550. Mayes walked up to his residence, and asked him if Newton ever began work, and C.H. responded that he hadn't. Mayes informed C.H. that Newton was having problems with living up to his contracts, and that many customers had complained. Mayes said that Newton had not paid him and that he was moving to North Carolina with his family.

Total Loss-\$775

The total loss within the NDFL is approximately \$320,258. Several additional victims have reported that even though they contracted with Statewide and paid in-full, Honey2Do was subcontracted to complete roofing projects, Honey2Do placed liens on their properties, claiming it was not paid. In some cases, workers employed by Honey2Do reported that they had not been paid. Moreover, all three Defendants are responsible additional losses occurring to the victims in the MDL.

NOTICE OF ELEMENTS

Count One: Conspiracy to Commit Wire Fraud, 18 U.S.C. §§ 1343, 1349

To prove a violation of 18 U.S.C. §§ 1343 and 1349, the government must prove all of the following elements beyond a reasonable doubt:

First: two or more persons, in some way or manner, agreed to try to execute a scheme to defraud as charged in the Indictment; and

Second: the use of the wire systems to further the scheme.

There is no overt act required under 18 U.S.C § 1349.

Counts Two through Sixteen: Wire Fraud, 18 U.S.C. § 1343

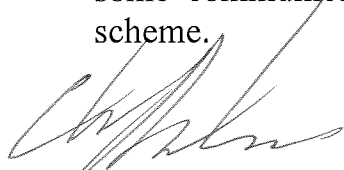
To prove a violation of 18 U.S.C. § 1343, the government must prove all of the following elements beyond a reasonable doubt:

First: the defendant knowingly devised or participated in a scheme to defraud, or to obtain money or property by using false pretenses, representation, or promises;

Second: the false pretenses, representations, or promises were about a material fact,

Third: the Defendant acted with the intent to defraud; and

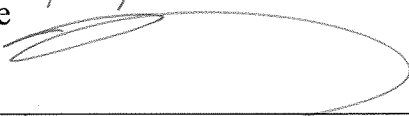
Fourth: the Defendant transmitted or caused to be transmitted by wire some communication in interstate commerce to help carry out the scheme.



CHRISTIAN PANTAZONIS
Defendant

2/26/20

Date

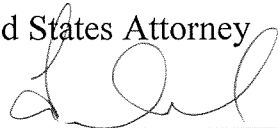


RUSSELL RAMEY
Attorney for Defendant

2.26.2020

Date

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2/26/20

Date