

WILLIAM "BILL" EDDINS
STATE ATTORNEY



P.O. Box 12726
Pensacola, FL 32591
Telephone: (850) 595-4200
Website: <http://sa01.co.escambia.fl.us>

OFFICE OF
STATE ATTORNEY
FIRST JUDICIAL CIRCUIT OF FLORIDA

March 9, 2011

PRESS RELEASE

State Attorney Bill Eddins and Sheriff David Morgan of the Escambia County Sheriff's Office announced today that Henry Cabell Tice was arrested today for one count of Racketeering. This arrest was the result of a joint investigation by the Office of the State Attorney and the Escambia County Sheriff's Office. Tice is currently being held in the Santa Rosa County Jail on \$250,000 bond.

This investigation revealed that during the time period of 2005 to 2008, Tice sold vehicles without remitting the funds due to the floorplanner. As a result of Tice's actions the total loss incurred was more than \$311,000. Attached is a copy of the probable cause affidavit which contains additional facts regarding this arrest.

For further information, please contact State Attorney Bill Eddins at (850) 595-4761.

AFFIDAVIT OF PROBABLE CAUSE

1. Your affiant, Randy Crowder, Investigator with the State Attorney's Office, First Judicial Circuit, investigated complaints from vehicle dealers, floor-planners and others that Henry Cabell Tice, while operating a business enterprise, committed theft of the money, funds and vehicles.
2. During the course of the investigation, your affiant interviewed witnesses and reviewed complaints, corporate filings, business records, bank records, Department of Highway Safety and Motor Vehicles records, property records and investigative reports from other law enforcement agencies.
3. From 2005 to 2008, Tice operated Hispanic-American Auto Sales, Inc. ("HAAS"). Tice was an experienced car dealer, but he did not have a dealer's license, and instead employed others who did have licenses, including Lucy Stolfi, and his wife, Deborah Tice. Tice did, however, control HAAS finances and business bank accounts.
4. Tice, on behalf of HAAS, obtained vehicles and funds to purchase used vehicles from dealers, floor-planners and others, including Automotive Finance Corporation, Dealer Services Corporation, Kars for Kash, LLC, Worldco Financial Service, Inc., Pete Moore Chevrolet, Inc., and Gulf State's Auto Auction, LLC. Tice purchased some of the vehicles from dealers with funds from HAAS. Tice obtained most of the vehicles from floor-planners and others on credit. The agreement with the floor-planners was that for a fee, they would fund the purchase of vehicles, and when Tice sold the vehicles, he would repay the amount funded, plus fees, and they would provide Tice the vehicle titles for delivery to the customers.
5. Investigation reveals that during the time period of September 2005 to December 2006, Tice sold vehicles to Mexicans without remitting the \$61,000, due to the floorplanner. Tice admitted in an interview that he used the proceeds from those sales to start his HAAS business. Investigation further shows that in January 2008, Tice, in the name of HAAS, began misappropriating the sales proceeds of vehicles he had obtained on credit from floor-planners, and others. Tice also began obtaining vehicles by writing worthless checks to dealers for vehicles he purchased. By May 2008, Tice had wrongfully misappropriated or obtained more than \$250,000 of sales proceeds and vehicles from dealers, floor-planners and others. Total loss caused by Tice amounts to over \$311,000.

a. Kars for Kash, LLC d/b/a American Auto Sales ("KFK")

During the period of September to December 2006 Tice obtained 23 vehicles from KFK by Bueno Bonito Barato Autos, an Alabama used car business owned by Tice and his wife. Tice sold 20 of the vehicles to Mexican nationals, but did not pay KFK. Instead, he admitted in an interview, with an investigator with the Escambia County Sheriff's Office, that used the proceeds to start HAAS, as a result, KFK lost \$61,710. In February 2008 KFK floorplanned a 2002 Ford Explorer valued at \$6,500 to HAAS. Tice sold the vehicle to a person, who received financing from Worldco Financial Services, Inc., which then paid Tice \$10,000 for the vehicle. Tice did not pay KFK and, as a result, it

lost \$6,500. In May 2008, Tice, on behalf of HAAS, purchased a vehicle from KFK for \$9,000. Tice paid for it with a worthless check. Tice did not repay KFK, and, as a result, it lost \$9,000.

b. Worldco Financial Services, Inc. ("Worldco")

From February 2008 through May 2008, Tice, on behalf of HAAS, obtained funds from Worldco to purchase 16 vehicles. Worldco never received the funds or the vehicles. Tice, however, did not repay Worldco, and, as a result, they wrote off the amount due, \$63,110.00. (Without the consent of Worldco, Tice also obtained funds for one of these vehicles, a Ford F 150, from Dealer Services Corporation). During this time, Tice obtained funds from Worldco to purchase 24 additional vehicles, which were to be shipped to Mexico for sale. Under the agreement with Worldco, Tice was required to repay the funds in 30 days. Tice, however, did not repay Worldco, and, as a result, they wrote off \$64,850. In April and May 2008, Tice paid Worldco for floorplanning of 10 vehicles in the amount of \$26,542.51 with 10 worthless checks.

c. Automotive Finance Corporation ("AFC")

In April 2008, Lucy Stolfi, on behalf of HAAS, obtained funds from AFC to purchase vehicles. Tice purchased the vehicles, but Stolfi became concerned that Tice was going to sell the vehicles and not repay AFC. She called AFC, which recovered 6 of the 7 vehicles from the HAAS lot. AFC, however, did not recover one of the vehicles, and, as a result, wrote off \$2,450.

d. Pete Moore Chevrolet, Inc. ("PMC")

In April and May 2008, Tice, on behalf of HAAS, purchased 6 vehicles from PMC for \$34,350. Tice paid for them with three worthless checks. Tice gave one of the vehicles and its title to Kars For Kash, LLC (see below), as payment for moneys owed to them by HAAS. Tice gave another vehicle's title to AFC for floorplanning. When Tice did not pay AFC, they repossessed it. Tice took the other 4 vehicles to Mexico and sold them. Tice did not repay PMC for the vehicles. HAAS's bonding company paid \$25,000 and, as a result PMC lost \$9,350 (\$34,350 less \$25,000).

e. Kars for Kash, LLC d/b/a American Auto Sales ("KFK")

In February 2008 KFK floorplanned a 2002 Ford Explorer valued at \$6,500 to HAAS. Tice sold the vehicle to a person, who received financing from Worldco Financial Services, Inc., which then paid Tice \$10,000 for the vehicle. Tice did not pay KFK and, as a result, it lost \$6,500. In May 2008, Tice, on behalf of HAAS, purchased a vehicle from KFK for \$9,000. Tice paid for it with a worthless check. Tice did not repay KFK, and, as a result, it lost \$9,000. Tice obtained 23 vehicles from KFK by Bueno Bonito Barato Autos, an Alabama used car business owned by Tice and his wife. Tice sold 20 of the vehicles to Mexican nationals, but did not pay KFK. Instead, he admittedly used the proceeds to start HAAS, as a result, KFK lost \$61,710.

f. Dealer Services Corporation ("DSC")

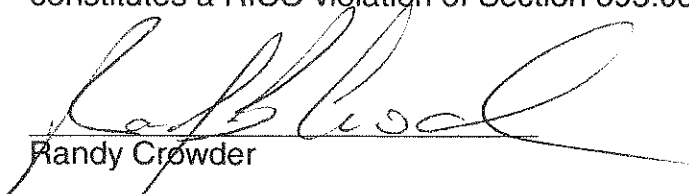
In May 2008, Stolfi, on behalf of AFC, also obtained funds from DCS to purchase vehicles. Tice purchased the vehicles, but Stolfi became concerned that Tice was going to sell the vehicles and not repay DSC. She called DSC, which recovered 10 vehicles from HAAS's lot. DSC, however, did not recover one of the vehicles, and, as a result, wrote off \$4,882.00.

g. Gulf States Auto Auction, LLC ("GSAA") n/k/a Coastal Dealer Services, LLC

In May and June 2008, Tice, on behalf of HAAS, purchased 9 vehicles from GSAA. Tice paid for them with worthless checks written by Tice. Tice never paid GSAA, and, as a result, GSAA lost \$65,296.52.

6. Investigation also shows that Tice has engaged in similar incidents of misappropriating funds or vehicles while operating used car businesses in the past.

For these reasons, your affiant has probable cause to believe that Tice conducted or participated in the business enterprise, HAAS, through a pattern of thefts, which constitutes a RICO violation of Section 895.03(3), F. S.


Randy Crowder

Sworn to before me this 9th day of March 2011.


Signature of Notary Public



Personally Known