

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: ALLEGHENY



POLICE CRIMINAL COMPLAINT
COMMONWEALTH OF PENNSYLVANIA
VS.

MDJ: Hon. JEFFREY L HERBST
Magisterial District Number: 05-2-07
Address: PARKWAY BUILDING, SUITE 1500
339 OLD HAYMAKER ROAD
MONROEVILLE, PA 15146
Phone: 412.372.1125

DEFENDANT: (NAME and ADDRESS):
CHAD G SKENA
First Name Middle Name Last Name Gen.
471 CANNONGATE DRIVE MONROEVILLE, PA 15146

NCIC Extradition Code Type

Felony - Full Extradition
Distance: _____

DEFENDANT IDENTIFICATION INFORMATION

Docket Number R-144-21 4-9-24 Date Filed 4-9-24 OTN/LiveScan Number R 877106-6 Complaint/Incident Number ASAP-956814/IFS-21-0266 Request Lab Services? Yes

GENDER MALE DOB 10/17/1976 POB Add'l DOB Co-Defendant(s)

RACE WHITE First Name Middle Name Last Name Gen.

ETHNICITY AKA

HAIR COLOR BRO (BROWN) EYE COLOR BLU (BLUE)

WEIGHT (lbs.)

DNA DNA Location 310

FBI Number MNU Number Ft. HEIGHT In.

Defendant Fingerprinted 6 02

Fingerprint Classification

DEFENDANT VEHICLE INFORMATION

Plate # State Hazmat Registration Sticker (MM/YY) Comm'l Veh. Ind. School Veh. Oth. NCIC Veh. Code Reg. Same as Def.

VIN Year Make Model Style Color

Office of the attorney for the Commonwealth Approved Disapproved because: _____

(The attorney for the Commonwealth may require that the complaint, arrest warrant affidavit, or both be approved by the attorney for the Commonwealth prior to filing. See Pa.R.Crim.P. 507).

name of the attorney for the Commonwealth (Signature of the attorney for the Commonwealth) (Date)

I, DANIEL HONAN 29639
(Name of the Affiant) (PSP/MPOETC -Assigned Affiant ID Number & Badge #)

of ATTORNEY GENERAL PA0222400
(Identify Department or Agency Represented and Political Subdivision) (Police Agency ORI Number)

do hereby state: (check appropriate box)

1. I accuse the above named defendant who lives at the address set forth above
 I accuse the defendant whose name is unknown to me but who is described as _____

I accuse the defendant whose name and popular designation or nickname are unknown to me and whom I have, therefore, designated as John Doe or Jane Doe

with violating the penal laws of the Commonwealth of Pennsylvania at 446 MONROEVILLE BORO
(Subdivision Code) (Place-Political Subdivision)

In Allegheny County 02 on or about 08/18/2020
(County Code)



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Defendant Name	First: CHAD	Middle: G	Last: SKENA

The acts committed by the accused are described below with each Act of Assembly or statute allegedly violated, if appropriate. When there is more than one offense, each offense should be numbered chronologically.
 (Set forth a *brief* summary of the facts sufficient to advise the defendant of the nature of the offense(s) charged. A citation to the statute(s) allegedly violated, without more, is not sufficient. In a summary case, you must cite the specific section(s) and subsection(s) of the statute(s) or ordinance(s) allegedly violated. In addition, social security numbers and financial information (e.g. PINS) should not be listed. If the identity of an account must be established, list only the last four digits. 204 PA.Code §§213.1 – 213.7.)

<input checked="" type="checkbox"/> Inchoate Offense	<input type="checkbox"/> Attempt 18 901 A	<input type="checkbox"/> Solicitation 18 902 A	<input type="checkbox"/> Conspiracy 18 903						
X	1	3922	A1	of the	18	7	F3		
<small>Lead?</small>	<small>Offense#</small>	<small>Section</small>	<small>Subsection</small>		<small>PA Statute (Title)</small>	<small>Counts</small>	<small>Grade</small>	<small>NCIC Offense Code</small>	<small>UCR/NIBRS Code</small>
PennDOT Data (if applicable)	<small>Accident Number</small>				<input type="checkbox"/> Safety Zone		<input type="checkbox"/> Work Zone		
Statute Description/Acts of the accused associated with this Offense:									
18 3922A1 THEFT BY DECEPTION F3 7 COUNTS									
The actor intentionally obtained or withheld property, namely, US currency with a total value greater than \$2,000 belonging to NS by deception, in violation of, 18 Pa. C.S. §3922.									
The actor intentionally obtained or withheld property, namely, US currency with a total value greater than \$2,000 belonging to TM by deception, in violation of, 18 Pa. C.S. §3922.									
The actor intentionally obtained or withheld property, namely, US currency with a total value greater than \$2,000 belonging to LL by deception, in violation of, 18 Pa. C.S. §3922.									
The actor intentionally obtained or withheld property, namely, US currency with a total value greater than \$2,000 belonging to PT by deception, in violation of, 18 Pa. C.S. §3922.									
The actor intentionally obtained or withheld property, namely, US currency with a total value greater than \$2,000 belonging to CR by deception, in violation of, 18 Pa. C.S. §3922.									
The actor intentionally obtained or withheld property, namely, US currency with a total value greater than \$2,000 belonging to SFW by deception, in violation of, 18 Pa. C.S. §3922.									
The actor intentionally obtained or withheld property, namely, US currency with a total value greater than \$2,000 belonging to SJ and GJ by deception, in violation of, 18 Pa. C.S. §3922.									



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Defendant Name	First: CHAD	Middle: G	Last: SKENA

<input type="checkbox"/> Inchoate Offense	<input type="checkbox"/> Attempt 18 901 A	<input type="checkbox"/> Solicitation 18 902 A	<input type="checkbox"/> Conspiracy 18 903						
Lead?	Offense# 2	Section 3927	Subsection A	of the	PA Statute (Title) 18	Counts 7	Grade F3	NCIC Offense Code	UCR/NIBRS Code
PennDOT Data (if applicable)		Accident Number			<input type="checkbox"/> Safety Zone	<input type="checkbox"/> Work Zone			

Statute Description/Acts of the accused associated with this Offense:

18 3927A THEFT BY FAILURE TO MAKE REQUIRED DISPOSITION OF FUNDS RECEIVED F3 7 COUNTS

The actor obtained property, namely US currency belonging to NS upon an agreement, or subject to a known legal obligation, to make specified payments or other disposition, whether from such property or its proceeds or from the actor's own property to be reserved in equivalent amount and intentionally dealt with the property obtained as the actor's own and failed to make the required payment or disposition, in violation of 18 Pa.C.S. §3927(a).

The actor obtained property, namely US currency belonging to TM upon an agreement, or subject to a known legal obligation, to make specified payments or other disposition, whether from such property or its proceeds or from the actor's own property to be reserved in equivalent amount and intentionally dealt with the property obtained as the actor's own and failed to make the required payment or disposition, in violation of 18 Pa.C.S. §3927(a).

The actor obtained property, namely US currency belonging to LL upon an agreement, or subject to a known legal obligation, to make specified payments or other disposition, whether from such property or its proceeds or from the actor's own property to be reserved in equivalent amount and intentionally dealt with the property obtained as the actor's own and failed to make the required payment or disposition, in violation of 18 Pa.C.S. §3927(a).

The actor obtained property, namely US currency belonging to PT upon an agreement, or subject to a known legal obligation, to make specified payments or other disposition, whether from such property or its proceeds or from the actor's own property to be reserved in equivalent amount and intentionally dealt with the property obtained as the actor's own and failed to make the required payment or disposition, in violation of 18 Pa.C.S. §3927(a).

The actor obtained property, namely US currency belonging to CR upon an agreement, or subject to a known legal obligation, to make specified payments or other disposition, whether from such property or its proceeds or from the actor's own property to be reserved in equivalent amount and intentionally dealt with the property obtained as the actor's own and failed to make the required payment or disposition, in violation of 18 Pa.C.S. §3927(a).

The actor obtained property, namely US currency belonging to SFW upon an agreement, or subject to a known legal obligation, to make specified payments or other disposition, whether from such property or its proceeds or from the actor's own property to be reserved in equivalent amount and intentionally dealt with the property obtained as the actor's own and failed to make the required payment or disposition, in violation of 18 Pa.C.S. §3927(a).

The actor obtained property, namely US currency belonging to SJ and GJ upon an agreement, or subject to a known legal obligation, to make specified payments or other disposition, whether from such property or its proceeds or from the actor's own property to be reserved in equivalent amount and intentionally dealt with the property obtained as the actor's own and failed to make the required payment or disposition, in violation



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of 18 Pa.C.S. §3927(a).

Inchoate Offense	<input type="checkbox"/> Attempt 18 901 A	<input type="checkbox"/> Solicitation 18 902 A	<input type="checkbox"/> Conspiracy 18 903						
Lead?	3	4106	A1	of the	18	3	F3	NCIC Offense Code	UCR/NIBRS Code
PennDOT Data (if applicable)	Accident Number					<input type="checkbox"/> Safety Zone		<input type="checkbox"/> Work Zone	

Statute Description/Acts of the accused associated with this Offense:

18 4106A1 ACCESS DEVICE FRAUD F3 3 COUNTS

The actor used an access device to obtain or in an attempt to obtain property or services with knowledge that the access device was counterfeit, altered or incomplete or the access device was issued to another person who had not authorized its use, or the access device had been revoked or canceled, or for any other reason the actor's use of the access device was unauthorized by the issuer or the device holder in violation of 18 Pa.C.S. §4106(a)(1).

The actor used an access device to obtain or in an attempt to obtain property or services with knowledge that the access device was counterfeit, altered or incomplete or the access device was issued to another person who had not authorized its use, or the access device had been revoked or canceled, or for any other reason the actor's use of the access device was unauthorized by the issuer or the device holder in violation of 18 Pa.C.S. §4106(a)(1).

The actor used an access device to obtain or in an attempt to obtain property or services with knowledge that the access device was counterfeit, altered or incomplete or the access device was issued to another person who had not authorized its use, or the access device had been revoked or canceled, or for any other reason the actor's use of the access device was unauthorized by the issuer or the device holder in violation of 18 Pa.C.S. §4106(a)(1).



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Defendant Name	First: CHAD	Middle: G	Last: SKENA

<input type="checkbox"/> Inchoate Offense	<input type="checkbox"/> Attempt 18 901 A	<input type="checkbox"/> Solicitation 18 902 A	<input type="checkbox"/> Conspiracy 18 903						
Lead?	4	3922	A1	of the	18	4	M1		
	Offense#	Section	Subsection		PA Statute (Title)	Counts	Grade	NCIC Offense Code	UCR/NIBRS Code
PennDOT Data (if applicable)		Accident Number				<input type="checkbox"/> Safety Zone		<input type="checkbox"/> Work Zone	
Statute Description/Acts of the accused associated with this Offense:									
18 3922A1 THEFT BY DECEPTION M1 4 COUNTS									
The actor intentionally obtained or withheld property, namely US currency with a total value greater than or equal to \$200 and less than or equal to \$2,000 belonging to KB by deception, in violation of 18 Pa. C.S. §3922.									
The actor intentionally obtained or withheld property, namely US currency with a total value greater than or equal to \$200 and less than or equal to \$2,000 belonging to JO by deception, in violation of 18 Pa. C.S. §3922.									
The actor intentionally obtained or withheld property, namely US currency with a total value greater than or equal to \$200 and less than or equal to \$2,000 belonging to TB by deception, in violation of 18 Pa. C.S. §3922.									
The actor intentionally obtained or withheld property, namely US currency with a total value greater than or equal to \$200 and less than or equal to \$2,000 belonging to ST by deception, in violation of 18 Pa. C.S. §3922.									



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Inchoate Offense	<input type="checkbox"/> Attempt 18 901 A	<input type="checkbox"/> Solicitation 18 902 A	<input type="checkbox"/> Conspiracy 18 903						
Lead?	5	3927	A	of the	18	4	M1	NCIC Offense Code	UCR/NIBRS Code
PennDOT Data (if applicable)	Offense#	Section	Subsection	PA Statute (Title)	Counts	Grade			
Accident Number							<input type="checkbox"/> Safety Zone	<input type="checkbox"/> Work Zone	

Statute Description/Acts of the accused associated with this Offense:

18 3927A THEFT BY FAILURE TO MAKE REQUIRED DISPOSITION OF FUNDS RECEIVED M1 4 COUNTS

The actor obtained property, namely US currency belonging to KB upon an agreement, or subject to a known legal obligation, to make specified payments or other disposition, whether from such property or its proceeds or from the actor's own property to be reserved in equivalent amount and intentionally dealt with the property obtained as the actor's own and failed to make the required payment or disposition, in violation of 18 Pa.C.S. §3927(a).

The actor obtained property, namely US currency belonging to JO upon an agreement, or subject to a known legal obligation, to make specified payments or other disposition, whether from such property or its proceeds or from the actor's own property to be reserved in equivalent amount and intentionally dealt with the property obtained as the actor's own and failed to make the required payment or disposition, in violation of 18 Pa.C.S. §3927(a).

The actor obtained property, namely US currency belonging to TB upon an agreement, or subject to a known legal obligation, to make specified payments or other disposition, whether from such property or its proceeds or from the actor's own property to be reserved in equivalent amount and intentionally dealt with the property obtained as the actor's own and failed to make the required payment or disposition, in violation of 18 Pa.C.S. §3927(a).

The actor obtained property, namely US currency belonging to ST upon an agreement, or subject to a known legal obligation, to make specified payments or other disposition, whether from such property or its proceeds or from the actor's own property to be reserved in equivalent amount and intentionally dealt with the property obtained as the actor's own and failed to make the required payment or disposition, in violation of 18 Pa.C.S. §3927(a).

Inchoate Offense	<input type="checkbox"/> Attempt 18 901 A	<input type="checkbox"/> Solicitation 18 902 A	<input type="checkbox"/> Conspiracy 18 903						
Lead?	6	3922	A1	of the	18	1	M2	NCIC Offense Code	UCR/NIBRS Code
PennDOT Data (if applicable)	Offense#	Section	Subsection	PA Statute (Title)	Counts	Grade			
Accident Number							<input type="checkbox"/> Safety Zone	<input type="checkbox"/> Work Zone	

Statute Description/Acts of the accused associated with this Offense:

18 3922A1 THEFT BY DECEPTION M2 1 COUNT

The actor intentionally obtained or withheld property, namely US currency with a total value greater than or equal to \$50 and less than \$200, belonging to JH by deception, in violation of 18 Pa. C.S. §3922.



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Inchoate Offense	<input type="checkbox"/> Attempt 18 901 A	<input type="checkbox"/> Solicitation 18 902 A	<input type="checkbox"/> Conspiracy 18 903						
Lead?	7	3927	A	of the	18	1	M2	NCIC Offense Code	UCR/NIBRS Code
	Offense#	Section	Subsection		PA Statute (Title)	Counts	Grade		
PennDOT Data (if applicable)	Accident Number					<input type="checkbox"/> Safety Zone		<input type="checkbox"/> Work Zone	
Statute Description/Acts of the accused associated with this Offense:									
<p>18 3927A THEFT BY FAILURE TO MAKE REQUIRED DISPOSITION OF FUNDS RECEIVED M2 1 COUNT</p> <p>The actor obtained property, namely US currency belonging to JH upon an agreement, or subject to a known legal obligation, to make specified payments or other disposition, whether from such property or its proceeds or from the actor's own property to be reserved in equivalent amount and intentionally dealt with the property obtained as the actor's own and failed to make the required payment or disposition, in violation of 18 Pa.C.S.§3927(a).</p>									



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Defendant Name	First: CHAD	Middle: G	Last: SKENA

- I ask that a warrant of arrest or a summons be issued and that the defendant be required to answer the charges I have made.
- I verify that the facts set forth in this complaint are true and correct to the best of my knowledge or information and belief. This verification is made subject to the penalties of Section 4904 of the Crimes Code (18 PA.C.S. §4904) relating to unsworn falsification to authorities.
- This complaint is comprised of the preceding page(s) numbered _____ through _____
- I certify that this filing complies with the provisions of the Case Records Public Access Policy of the Unified Judicial System of Pennsylvania that require filing confidential information and documents differently than nonconfidential information and documents.

The acts committed by the accused, as listed and hereafter, were against the peace and dignity of the Commonwealth of Pennsylvania and were contrary to the Act(s) of the Assembly, or in violation of the statutes cited.

(Before a warrant of arrest can be issued, an affidavit of probable cause must be completed, sworn to before the issuing authority, and attached.)

04/08/2024

/DANIEL HONAN/
(Signature of Affiant)

AND NOW, on this date 4/9/24 (Date) I certify that the complaint has been properly completed and verified.

An affidavit of probable cause must be completed before a warrant can be issued.

05-2-07
(Magisterial District Court Number)

(Issuing Authority)

SEAL
JEFFREY L. HERBST,
MAGISTERIAL DISTRICT JUDGE
MAGISTERIAL DISTRICT 05-2-07
MY COMMISSION EXPIRES ON THE
FIRST MONDAY IN JANUARY, 2030



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Defendant Name	First: CHAD	Middle: G	Last: SKENA

AFFIDAVIT of PROBABLE CAUSE

1. **WHEN:**

- a) Date when Affiant received information:
10/6/2021
- b) Date when the source of information (Police Officers, Informant, Victim, Co-Defendant, Defendant, etc.) received information:
10/6/2021

2. **HOW:**

- a) How Affiant knows this particular person committed crime: (personal observation, defendant's admissions, etc.):
See Narrative
- b) How the source of information knows this particular person committed the crime:
See Narrative
- c) How both Affiant and/or source of information knows that a particular crime has been committed:
See Narrative

3. **WHAT CRIMES:**



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18 3927 A THEFT BY FAILURE TO MAKE REQUIRED DISPOSITION OF FUNDS RECEIVED
18 3922 A1 THEFT BY DECEPTION
18 3922 A1 THEFT BY DECEPTION
18 3927 A THEFT BY FAILURE TO MAKE REQUIRED DISPOSITION OF FUNDS RECEIVED
18 3927 A THEFT BY FAILURE TO MAKE REQUIRED DISPOSITION OF FUNDS RECEIVED
18 4106 A1 ACCESS DEVICE FRAUD
18 4106 A1 ACCESS DEVICE FRAUD
18 3922 A1 THEFT BY DECEPTION
18 3922 A1 THEFT BY DECEPTION
18 3922 A1 THEFT BY DECEPTION
18 3922 A1 THEFT BY DECEPTION
18 3927 A THEFT BY FAILURE TO MAKE REQUIRED DISPOSITION OF FUNDS RECEIVED
18 4106 A1 ACCESS DEVICE FRAUD
18 3922 A1 THEFT BY DECEPTION
18 3927 A THEFT BY FAILURE TO MAKE REQUIRED DISPOSITION OF FUNDS RECEIVED
18 3922 A1 THEFT BY DECEPTION
18 3922 A1 THEFT BY DECEPTION
18 3927 A THEFT BY FAILURE TO MAKE REQUIRED DISPOSITION OF FUNDS RECEIVED
18 3922 A1 THEFT BY DECEPTION
18 3927 A THEFT BY FAILURE TO MAKE REQUIRED DISPOSITION OF FUNDS RECEIVED
18 3922 A1 THEFT BY DECEPTION
18 3927 A THEFT BY FAILURE TO MAKE REQUIRED DISPOSITION OF FUNDS RECEIVED
18 3922 A1 THEFT BY DECEPTION
18 3927 A THEFT BY FAILURE TO MAKE REQUIRED DISPOSITION OF FUNDS RECEIVED
18 3927 A THEFT BY FAILURE TO MAKE REQUIRED DISPOSITION OF FUNDS RECEIVED
18 3927 A THEFT BY FAILURE TO MAKE REQUIRED DISPOSITION OF FUNDS RECEIVED
18 3927 A THEFT BY FAILURE TO MAKE REQUIRED DISPOSITION OF FUNDS RECEIVED
18 3922 A1 THEFT BY DECEPTION
18 3927 A THEFT BY FAILURE TO MAKE REQUIRED DISPOSITION OF FUNDS RECEIVED

4. WHERE CRIME(S) COMMITTED:

471 CANNONGATE DRIVE

5. WHY AFFIANT BELIEVES THE SOURCE OF INFORMATION:

- Source is presumed reliable, i.e. other Police Officer, Eyewitness, Victim of Crime, etc.
- Source has given information in the past which has led to arrest and/or conviction
- Defendant's reputation for criminal activity
- This source made declaration against his/her penal interest to the above offense
- Affiant and/or other Police Officers corroborated details of the information



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Defendant Name	First: CHAD	Middle: G	Last: SKENA

Date of Violations: On or about August 18, 2020, and various dates thereafter
 Criminal Complaint No.: IFS-21-066
 Name of Affiants: Special Agent Daniel W. Honan

Law Enforcement Agency: Pennsylvania Office of Attorney General
 Insurance Fraud Section
 Western Regional Office
 Pittsburgh, PA 15222

A. Your Affiant, Daniel W. Honan, is employed as a Special Agent with the Pennsylvania Office of Attorney General (OAG) and is currently assigned to the Bureau of Criminal Investigations, Insurance Fraud Section. Your Affiant has over 20 years of combined law enforcement experience as a Special Agent, Police Officer and Police Detective within the Commonwealth of Pennsylvania and is the case agent assigned to the investigation involving the Actor, Chad G. Skena.

B. This investigation was initiated by the Western Regional Office of the Insurance Fraud Section of the Office of Attorney General based upon multiple referrals and information provided to this office by the Pennsylvania Insurance Department, the Allegheny County District Attorney's Office, the Monroeville Police Department, the Murrysville Police Department, Cheryl Komara (Regulatory Compliance Specialist) of Progressive Insurance Company, and Matthew Gray (Major Case Investigator) of Grange Insurance Company.

The OAG investigation revealed that between August 18, 2020 and March 15, 2022, the Actor, at various times, misappropriated or failed to remit premium payments to various insurance companies after receiving payments from the victims. At least twelve (12) victims, including policyholders with Safeco Insurance, Progressive Insurance, Nationwide Insurance, and Grange Insurance, were affected by the Actor's actions. Typically, the Actor would randomly contact existing customers of his insurance agency with offers to "bundle" their policies and/or to otherwise save them money. The victim customers would then provide the Actor with credit/debit card or bank account information. The Actor used the victims' credit/debit card or bank account information to transfer money and/or make payments to his various, personal bank accounts and/or online payment sources. When later confronted by the victims, the Actor would then provide a plethora of reasons as to why the money was "accidentally" withdrawn along with a multitude of excuses as to why he could not simply provide a refund. In all cases, the Actor failed to forward the entirety of what were intended to be premium payments to the intended insurance company on behalf of each victim.

The Actor's insurance agency is based out of Monroeville, Allegheny County, PA.

The true identities of the victims in this case are known by the affiant. However, their true identity is being withheld for purposes of this affidavit. Victims shall be referred to in this affidavit by their first name and last name initials.

I. Initial Complaints and Referrals for Investigation

C. Your Affiant reviewed the Pennsylvania Insurance Department's investigation of the Actor as a resident insurance producer for allegedly misappropriating a consumer's insurance premium and found the following:

1. On June 1, 2021, the Department received a complaint from NS, a Safeco Insurance policyholder, alleging that the Actor had misappropriated his insurance premium. The Actor informed NS that he could reduce his auto insurance premium by bundling his



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policies. The Actor requested NS's credit card information, which NS provided. According to NS, the Actor informed him the card had been rejected and requested an alternative credit card, which NS provided. The Actor informed him this card was also rejected. Following this exchange, NS advised that he received several emails from his credit card carriers asking him to approve charges. Although NS approved the charges, he indicated that he did not read the emails.

2. The next day, the Actor informed NS that the charges had been approved and he would return the excess amount. According to NS, the Actor did not purchase insurance with his credit cards, but rather deposited funds into his Pay Pal account and withdrew a cash advance. The Actor then offered NS several excuses and explanations as to why he could not return his funds, which prompted NS to file a complaint

3. The Department investigated the complaint and obtained a written statement from the Actor regarding the incident. According to the Actor, there was an issue processing NS's credit card which he alleges resulted in multiple transactions. The Actor claims he attempted to refund NS using an electronic transfer service; however, he alleges this did not work and resulted in a cash advance being taken from NS's credit card. The Actor further asserts that he contacted the vendor to obtain a refund, but he was initially unable because the account was frozen. Since that time, however, the Actor has refunded \$24,249.97 to NS.

D. Your Affiant reviewed a Murrysville Police Department report in regard to the Actor and found the following:

1. Murrysville Police Officer Corey Fearon met with TM in regard to a Theft/Fraud committed by the Actor.
2. Officer Fearon authored an Incident Report, 1873-21.
3. According to the report, TM reported that the Actor made several unauthorized deductions from his PNC bank account after they agreed on an insurance deal.
4. As part of the deal, TM provided the Actor with his banking information. The Actor was to make a one-time withdraw, however, he made several withdraws totaling \$8,981.70.

E. Your Affiant obtained a Progressive Insurance Corporate Investigation Report involving the Actor and his insurance business and found the following:

1. The Actor's insurance Agency had numerous notations regarding NSF's (Non-Sufficient Funds), delayed payments, and missing premium. Due to the concern of premium diversion, Progressive Insurance Sales suspended the Actor's FAO (For Agents Only) program access June 11, 2021 pending the outcome of a complete Progressive investigation.
2. Due to continued NSF's by the Actor, Progressive suspended the Actor's ability to use his Sweep account (bank account where agents uploaded policy premium). However, payment history from the Actor's Sweep account continued. The report did not explain why the Actor retained the use of his Sweep account or if there was a clerical error that allowed for the use to continue.
3. A review of the Actor's Sweep account from January 1, 2019 to June 30, 2021 reflected that the account was used for a total of 496 transactions and \$218,813 in premium. 44% (217 transactions) of the Sweep transactions were returned for NSF. 139 transactions totaling \$70,116 in premium from the agency Sweep transactions were returned for NSF after October, 7 2019.
4. The Actor also appeared to use two repeat credit cards to supplement returned payments from his Sweep account.



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5. The Actor advised Progressive investigators that the numerous NSF's from his agency Sweep account were driven by a \$28,000 commercial premium for a roofing company. The Actor declined to provide the carrier or the name of the roofing company but claimed that the roofing company bounced a check for their paid in full \$28,000 premium, which then caused the Actor's account to be overdrawn. The Actor claimed that his agency was financially responsible for 25% of the premium payment after that commercial policy cancelled. The Actor claimed that he was in the process of suing the roofing company to get his funds back.

6. In follow-up correspondence with the Actor, Progressive requested proof of the pending lawsuit. The Actor claimed that Progressive misheard him and denied that he told Progressive that he had filed suit. The Actor corrected his statement to that he had only consulted an attorney and was considering pursuing a lawsuit to recover the premium dollars he was out.

7. The Actor claimed that he was able to secure a \$75,000 personal loan using his home as collateral to help keep his agency financially solvent. The Actor was asked to produce loan documents but declined to provide any proof of his loan.

8. The Actor was asked about his agency's process when premiums were paid directly to his agency and the Actor responded that he normally encouraged people to use their credit card or accounts to pay Progressive directly. The Actor was asked to clarify his agency's process when they processed payments paid directly to them and again he reiterated that his payment preference was that his customers pay Progressive directly.

9. The Actor acknowledged he had issues with his Sweep account and claimed that securing his loan should rectify any payment issues going forward.

10. From the Progressive Insurance referral it was learned that TB and SFW were also affected as Nationwide Insurance policyholders.

11. The initial document request was made to the Actor on June 3, 2021 with a deadline of July 9, 2021. On July 8, 2021 the Actor requested an extension to provide the requested documents and Progressive agreed to extend the window until July 16, 2021. The Actor failed to submit any of the requested documents.

12. Progressive Insurance concluded that the concerns regarding misappropriation of premium by the Actor's Insurance Agency and the Actor himself who is the owner/principal agent, appeared to be substantiated. The Actor failed to cooperate with the investigation and in limited conversation, mostly over email, failed to offer a verifiable solution or explanation for the numerous policy rescissions and re-writes.

F. Your Affiant reviewed a referral for the Actor from Grange Insurance Company and found the following:

1. Policyholders have remitted premiums to the Actor by means of Venmo and other online payment sources. Investigation indicates policyholders have remitted full-term premiums which were not remitted in whole to Grange Insurance and policies were cancelled or noticed of future cancellations.

2. Numerous Grange Insurance policyholders including SJ and GJ, ST, and JH were affected.

3. On July 20, 2022 Kyle Welch, VP – Sales Strategy and Operations Grange Insurance informed the Actor that Grange Insurance was conducting an investigation of the Actor's agency's business practices as they pertain to Grange policyholders. Grange Insurance requested that the Actor provide all information in his possession or control, including but not limited to, a complete copy of any file concerning the following Grange policyholders:



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a. SJ – policies 4750754, 4750755 and any other policies relative to SJ as either a current or past Grange policyholder and whether named individually or in addition to another co-insured(s).

b. JH – Policy 5014417 and any other policies relative to JH as either a current or past Grange policyholder and whether named individually or in addition to another co-insured(s).

c. ST – Policy 5030030 and any other policies relative to ST as either a current or past Grange policyholder and whether named individually or in addition to another co-insured(s).

II. Safeco Insurance Company Victim Customers

G. Your Affiant along with OAG Special Agent (SA) Amy Adams spoke with Safeco Insurance policyholder NS.

1. NS had done business with Chad the Actor for approximately 20 years and never had any problems.
2. NS confirmed that in June of 2021 he filed a complaint with the PA Department of Insurance alleging the Actor misappropriated his insurance premium.
3. The Actor took payments from NS and instead of purchasing insurance, he deposited funds into his personal accounts.
4. NS recalled that in April of 2021, the Actor advised that he could reduce the premium of his Safeco auto insurance.
5. The Actor requested a credit card number from NS. NS provided a Bank of America credit card number to the Actor.
6. The Actor called NS later that night and told him that the card has been rejected and asked for another card.
7. NS gave the Actor his Sam's Club credit card number. The Actor advised that the Sam's Club card was also rejected.
8. NS recalled that he did see emails from his credit card companies asking for approval of the charges. NS recalled that he approved the charges as he did not read the entire messages from the credit card companies.
9. The next day NS said that multiple charges on both cards had been approved.
10. NS contacted the Actor and he said he would get the overpayment back to NS.
11. NS noted that all of charges were paid to the Actor's Pay Pal account and there was one for a cash advance.
12. NS reported that no insurance was purchased with those funds.
13. NS provided that he had just paid his Safeco insurance premium on April 14, 2021 in the amount of \$1,381.80.
14. NS also provided Bank of America statements showing Pay Pal payments to the Actor:
 - a. April 19, 2021 \$2,300.00
 - b. April 19, 2021 \$2,300.00



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c. April 19, 2021 \$2,300.00

d. April 19, 2021 \$2,300.00

e. April 19, 2021 \$2,300.00

f. April 19, 2021 \$1,150.00

15. NS also provided Sam's Club statements showing Pay Pal and XOOM cash advance payments to the Actor:

a. April 20, 2021 \$2,300.00

b. April 20, 2021 \$1,150.00

c. April 20, 2021 \$2,300.00

d. April 20, 2021 \$1,150.00

e. April 24, 2021 \$2,300.00

16. From April 2021 through June of 2021 NS attempted to have the Actor return his funds. The Actor made excuses and blamed Pay Pal for the delays. NS provided emails between him and the Actor.

17. NS said he did finally get reimbursed from the Actor, however, this was only after NS had contacted the Monroeville Police Department and made a complaint. The Actor returned \$24,249.97 to NS via a cashier's check on June 14, 2021.

H. Your Affiant made telephone contact with Lieutenant Jason Safar of the Monroeville Police Department in regard to and investigation involving the Actor and NS.

1. LT Safar provided a copy of Sergeant Michael Colberg's (Retired) report from June 8, 2021.

2. Sergeant Colberg's report details the Actor's fraudulent charges to NS's credit cards and the interactions between the Actor and NS.

3. The report contains NS emails and credit card statements.

4. The report also details that NS did get reimbursed for all the charges and fees incurred from fraudulent dealing the Actor in the amount of \$24,249.97.

5. No criminal charges were filed by Monroeville PD.

6. Colberg was contacted and verified his report was true and correct.

I. Your affiant made contact with Chris Walsh of the National Insurance Crime bureau. Walsh was able to make contact with Marybeth Martin of Safeco Insurance. Safeco Insurance provided the following:



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1. Safeco Insurance is a Liberty Mutual Company.
2. NS was a Safeco policyholder in April of 2021, policy number 7211-3171427.
3. On April 14, 2021 a credit card payment was made to NS's account for \$1,381.80.
4. No policy payments were made to Safeco for NS's account on April 19, 2021, April 20, 2021 or April 24, 2021.
5. The next payment to NS's account was a credit card payment for \$1,381.80 on May 26, 2021.
6. Martin provided a Declaration of Custodian of Records, Certification of Records.

J. From the unauthorized payments taken by the Actor from April 19, 2021 through April 24, 2021 totaling \$21,850.00, no funds were ever applied to secure, obtain or maintain NS's Safeco Insurance policy.

K. Your Affiant along with SA Adams spoke with Safeco Insurance policyholder TM. TM provided the following:

1. TM has known the Actor for over 20 years and done business with him for that same amount of time.
2. On May 4, 2021 the Actor called him and offered him a deal.
3. TM recalled that it was late in the evening and the Actor offered a deal for auto insurance through Safeco Insurance.
4. The Actor advised TM that if he paid upfront for one full year he would receive a 25% discount. TM agreed to have the Actor withdraw funds from his PNC bank account and provided the Actor with his account information.
5. On May 5, 2021 the Actor deducted \$1,481.70 from TM's PNC account using Cash App. This should have been the total amount deducted as this was the agreed upon amount for the deal.
6. On May 10, 2021 there were five deductions from TM's PNC account from his debit card to Cash App. Four of the transactions were "Cash App Chad Skena." One deduction was "Cash App David Skena." Three of the transactions were for \$1,489.70 each and two of the transactions were for \$1,481.70. TM provided a copy of his PNC records that detailed the unauthorized transactions:

- | | |
|--|------------|
| a. 05/17/2021 debit card purchase xxxxx4757 cash appchad skena xxxxx4551 CA | \$67.50 |
| b. 05/10/2021 debit card purchase xxxxx4757 cash appdavid skena XXXXX4551 CA | \$1,481.70 |
| c. 05/10/2021 debit card purchase xxxxx4757 cash appchad skena xxxxx4551 CA | \$1,489.70 |
| d. 05/10/2021 debit card purchase xxxxx4757 cash appchad skena xxxxx4551 CA | \$1,481.70 |
| e. 05/10/2021 debit card purchase xxxxx4757 cash appchad skena xxxxx4551 ca | \$1,489.70 |
| f. 05/10/2021 debit card purchase xxxxx4757 cash appchad skena xxxxx4551 CA | \$1,489.70 |



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g. 05/05/2021 debit card purchase xxxxx4757 cash appchad skena XXXXX4551 CA \$1,481.70

7. TM contacted the Actor about the \$8,981.70 in unauthorized transactions. The Actor stated that there was an error on the Cash App end.

8. The Actor advised TM that he was in contact with Cash App and they were going to refund him. The Actor told TM that he was going to pay an additional amount to have Cash App expedite the refund.

9. On May 17, 2021 there was an additional withdraw from TM's account totaling \$67.50 for "Cash App Chad Skena." TM again contacted the Actor and the Actor told TM the fee was for the expedited refund.

10. TM was in contact with the Actor via phone and email about meeting and getting the refund check, but the Actor would delay the meeting for days and tell him he hadn't received the refund. Finally, the Actor agreed to write TM a check.

11. On May 27, 2021 the Actor met TM at his home and gave him a check for \$8,981.70.

12. On May 29, 2021 TM deposited the check.

13. On June 2, 2021 TM was notified by PNC Bank that's a check had bounced.

14. On June 7, 2021 TM reported these incidents to Murrysville Police.

15. On June 14, 2021 the Actor refunded TM \$9,017.70 by way of cashier's check.

L. Your Affiant made telephone contact with Murrysville Police Department Detective/Sergeant Daniel Cox. Sergeant Cox confirmed the following:

1. On June 7, 2021 Officer Corey Fearon met with TM in regard to a Theft/Fraud committed by the Actor.

2. Officer Fearon authored an Incident Report, 1873-21.

3. TM reported that the Actor made several unauthorized deductions from his PNC bank account after they agreed on an insurance deal.

4. As part of the deal, TM provided the Actor with his banking information. The Actor was to make a one-time withdraw, however, he made several withdraws totaling \$8,981.70.

5. The Actor told TM that the withdrawals were in error and he would refund TM the funds.

6. TM provided electronic communications between himself and the Actor, detailing explanations and refund arrangements made by the Actor.

7. Detective/Sergeant Cox investigated the complaint.

8. Sergeant cox obtained a search warrant the Actor's bank records.



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9. All of the documentation was forwarded to OAG. Detective/Sergeant Cox also confirmed that all of the information was accurate. There was no further investigation by Murrsville PD.

M. Your affiant made contact with Chris Walsh of the National Insurance Crime bureau. Walsh was able to make contact with Marybeth Martin of Safeco Insurance. Safeco Insurance provided the following:

1. Safeco Insurance is a Liberty Mutual Company.
2. TM had two policies with Safeco in May of 2021, K2879987 and OK6365280. Both policies were consolidated under one account, number 72112879987.
3. The payment log does not reflect any payment in May of 2021. It shows a payment made on April 21, 2021 of \$991.70 and then a policy renewal payment made in June of 2021.
4. Martin provided a Declaration of Custodian of Records, Certification of Records.

N. From the unauthorized payments taken by the Actor from May 5, 2021 through May 17, 2021 totaling \$8,981.70, no funds were ever applied to secure, obtain or maintain TM's Safeco Insurance policies.

III. Progressive Insurance Company Victim Customers

O. Progressive Insurance received a complaint from LL. LL stated that she believed she had continuous coverage through the Actor's agency. LL claimed that she always paid her policy in-full.

P. Your Affiant along with SA Adams met with Progressive Insurance policy holder LL in Monroeville, PA. LL provided the following information:

1. LL started doing business with "Chad," the Actor soon after she purchased her 2018 Chevrolet Malibu in the summer of 2019. She believes she found his agency from a Google search.
2. LL said that she paid her Progressive Insurance auto policy premium for six months to the Actor in June of 2019.
3. On July 29, 2019 LL received a text message from the Actor at 11:04 AM. The Actor provided to LL that Progressive Insurance canceled her policy because she never called them back to verify information.
4. LL contacted the Actor and the Actor advised that they could rewrite her a policy and he did so.
5. LL said to her knowledge, she had auto Insurance through Progressive Insurance. LL continued to make payments to the Actor.
6. In January of 2021, LL submitted a claim to Progressive Insurance. LL was notified that her policy was not in force. Her policy had been canceled on August 19, 2020 for non-payment.
7. LL contacted the Actor on January 18, 2021. The Actor responded via text message "yes it looks like applications were never signed." The Actor also replied to LL that a refund check was sent to her, however, it was never signed.



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8. LL replied to the Actor via text message that she was never informed that she needed to sign or do anything.
9. LL said that she never received any refunds from the Actor or Progressive Insurance.
10. LL continued to communicate with the Actor from January 19, 2021 through January 25, 2021 in regard to rewriting another policy. LL assumed that she had auto insurance through Progressive Insurance.
11. In April of 2021 LL contacted the Actor about her auto insurance status and the Actor provided that she did not have coverage as her policy was canceled. The Actor provided a new quote. LL said that she thought she had reestablished her insurance at that time.
12. On June 11, 2021, LL sent the Actor a text message "Hello. I wanted to make sure my insurance is active."
13. The Actor again provided that she did not have coverage. On June 12, 2021 the Actor provided a new quote along with a payment request.
14. LL pointed out a text message exchange between herself and the Actor from June 12, 2021:
 - a. LL - "What happened to the money from last payment."
 - b. The Actor - "They didn't refund you?"
 - c. LL - "No I didn't even know I wasn't insured."
 - d. The Actor - "Hmm ok I will check that now."
15. LL said she didn't hear back from the Actor and on June 17, 2021, she sent another text message with just question marks. The Actor responded that he had to research and found that she was refunded \$772.00.
16. The Actor wrote in a text message that the check was never cashed.
17. On June 21, 2021, the Actor sent a text message to LL "Hi we can just apply the refund and stop payment on the check."
18. The Actor reported to LL that the rate would be \$1096.00 for six months or \$1992.00 for the year, minus the \$727.00. LL agreed that she would pay the difference for only three months initially and then pay for the year later.
19. On July 12, 2021, LL sent a lengthy text message to the Actor asking about what is happening with her money as she no longer has insurance.
20. The Actor said he would call LL on July 12, 2021, but never did.
21. On July 22, 2021, LL sent a final text message to the Actor "I feel like your getting out on my money. I need you to either insure me or send me a check." The Actor never responded.
22. LL later filed a complaint with Progressive Insurance and found auto insurance through another source.



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23. LL provided the text message thread between her and the Actor from July 29, 2019 through July 22, 2021

24. LL provided that she pays her insurance and other bills through a trust fund. LL provided copies of payments to Chad G the Actor Insurance on August 18, 2020 for \$2076.92 and on October 6, 2020 for \$1,801.00.

25. LL paid the Actor \$3,877.92 from August 18, 2020 through October 6, 2020.

Q. Your Affiant made contact with Chris Decker of Progressive Insurance. Decker provided the following:

1. LL had Progressive Insurance policies through the Actor's Agency.
2. LL voiced concerns to Progressive insurance regarding the Actor and having several policies through his agency.
3. Progressive Insurance auto Policy 931843608 was incepted March 6, 2020 and cancelled August 6, 2020 for non-payment.
4. There were no additional policies found for LL from August 2020 through January 2021.

R. LL's payments to the Actor from August 18, 2020 through October 6, 2020 totaling \$3,877.92 were never applied to secure, obtain or maintain her Progressive Insurance policy.

S. Your Affiant along with SA Adams traveled to 451 Davidson Road in Pittsburgh, PA to meet with KB. KB was not present, however, his sister was able to reach him by telephone. KB provided the following information:

1. KB started doing business with the Actor after he was referred to him by Century 3 Chevrolet in November of 2018.
2. KB had an issue with the Actor beginning in December of 2020. KB recalled that the Actor called him on Saturday night December 5, 2020 and told him that there was a "COVID deal" for his Progressive auto insurance. The Actor explained to KB that if he paid for six months, he could save money, but he would have to pay that evening.
3. On December 5, 2020 KB sent the Actor \$852.00 via Venmo.
4. KB believed that his auto insurance premium would be paid for December, 2020 through May of 2021.
5. KB recalled thinking it was odd to do business on a Saturday night.
6. On December 30, 2020 Progressive Insurance made a direct withdraw from KB's bank account in the amount of \$179.33.
7. KB called the Actor and told him what had occurred. The Actor said he would take care of it.
8. KB said that in January 2021, everything was fine, no withdraws from his bank account by Progressive Insurance.
9. On February 28, 2021 Progressive Insurance again made a direct withdraw from KB's bank account in the amount of \$179.33.
10. KB contacted the Actor and reminded the Actor that he had "prepaid" him for six months. The Actor again said that he would take care of the problem.



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11. KB said that the Actor eventually refunded him. He does not recall when or how the Actor refunded him.

12. KB was able to locate handwritten notes he took from his conversations with the Actor and provided a copy to OAG.

T. Your Affiant made contact with Chris Decker of Progressive Insurance. Decker provided the following:

1. KB had a Progressive Insurance auto policy number 925944253.
2. On December 28, 2020 a payment of \$179.33 was paid by electronic funds transfer from the customer.
3. On January 28, 2021 a payment of \$179.33 was made from "agent FAO."
4. No other agent FAO payments were found for KB's account.

U. From KB's payment to the Actor on December 5, 2020 of \$852.00, only \$179.33 was applied to his Progressive Insurance. \$672.67 was never applied to secure, obtain or maintain his Progressive Insurance policy.

V. Progressive Insurance received a complaint from PT. PT advised that from February 2021 to May 2021 the Actor had charged PT's credit card \$12,513.24 on twenty unauthorized transactions. The Actor eventually refunded her in full. PT claimed that the Actor's explanation was that there was a simple billing error that led to the numerous errant charges to her card. PT was never offered an explanation as to why it took the Actor so long to issue the refund in full. PT stated that she had been with the Actor's Agency since 2014 and never had any previous issues.

W. Your Affiant along with SA Adams met with PT in Baldwin Borough, PA. PT provided the following information:

1. PT started doing business with Chad the Actor in 2014 as she was referred to him by Century 3 Chevrolet.
2. PT reported that she had paid the Actor \$473.00 every six months for her auto insurance. He would deduct the premium from her checking account.
3. PT reported that she had no problems or issues with the Actor until 2021.
4. PT confirmed what the Progressive Insurance investigation had reported, the Actor over charged PT \$12,513.24 from February 2021 through May 2021.
5. During the early months of 2021, the Actor withdrew \$473.00 from PT's checking account approximately 20 times.
6. PT had noticed excessive withdraws from her account and asked the Actor about the charges.
7. The Actor always had excuses and would make arrangements to return the funds to PT.
8. In May of 2021 PT's checking account went into the negative and she was unable to pay her rent.
9. At one point the Actor offered to pay her \$5,000.00 in cash and sent her a photo via text to show he had her refund.



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10. On May 14, 2021 the Actor gave PT a check for \$9,290.88 for a "refund." PT deposited the check, however, the check was returned for NSF. PT provided a copy of the check to OAG.

11. PT provided a text message thread between her and the Actor from February 2021 through May 2021.

X. Your Affiant made contact with Chris Decker of Progressive Insurance. Decker provided the following:

1. Progressive Insurance records reflect that from February 2021 through May 2021 a total of \$552.17 was applied to PT's Progressive Insurance policy number 14168011-13.

Y. From PT's unauthorized payments taken by the Actor from February 2021 through May 2021 totaling \$12,513.24, only \$552.17 were ever applied to her Progressive Insurance policy. \$11,961.07 was never applied to secure, obtain or maintain her Progressive Insurance policy.

Z. Progressive Insurance received a complaint concerning JO who obtained her policy through the Actor. JO's policy was rescinded for a returned down payment from the Actor's account. Progressive Insurance received documentation that supported that JO had paid the Actor \$496.50 on March 20, 2021 and \$286.50 on April 17, 2021.

AA. Your Affiant met with JO. JO provided the following information:

1. JO purchased a 2015 Chevrolet in March 2021 at Bowser Chevrolet. JOs' Uncle, CR, accompanied her.
2. JO needed to have auto insurance coverage before departing the dealership with her new vehicle and a salesman recommended the Actor as an insurance agent.
3. JO contacted the Actor and the Actor provided coverage through Progressive insurance. JO reported that CR sent the initial payment of \$496.50 via Apple Pay to the Actor.
4. Progressive insurance cards with a policy number were sent to the dealership and were printed out there. JO was also able to log into the Progressive insurance app and see her information along with a monthly payment schedule of \$286.75. The Actor confirmed the payment schedule with her.
5. In April of 2021 JO went to make her first payment via the Progressive insurance app and expected that she would be paying \$286.75. However, she found that she owed approximately \$700.00.
6. JO contacted the Actor and questioned him about the \$700.00 amount due. The Actor told JO that there was a glitch in the system and that she should just make the payment of \$286.75 directly to him and he would then forward it to Progressive insurance.
7. On April 17, 2021 JO paid the Actor \$286.75 via her Apple Pay account. JO provided a receipt of the payment to OAG.
8. JO checked her Progressive insurance app shortly before her next payment was due in May of 2021. JO found that she had no insurance coverage through Progressive insurance.
9. JO contacted the Actor and asked him why the Progressive insurance app was showing that she didn't have insurance coverage. The Actor told her he would try to get it fixed. The Actor offered that JO could make the May 2021 payment directly to



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him. JO declined.

10. JO contacted her uncle and the two decided to contact Progressive insurance directly.

11. Progressive insurance advised JO that she did not have coverage for April or May of 2021 as no payments were made. JO did have coverage for March of 2021.

12. JO believes that the Actor never submitted her April payment to Progressive insurance.

13. JO contacted the Actor multiple times asking to get her money returned. Eventually, the Actor returned all of her money.

14. JO provided to OAG Apple Pay receipts from the Actor for \$286.75 on May 19, 2021 (refund first month payment), \$496.50 on May 20, 2021 (refund down payment) and \$40.00 on May 20, 2021 (transfer fee).

BB. Your Affiant made contact with Chris Decker of Progressive Insurance. Decker provided the following:

1. JO had a Progressive Insurance auto policy (947458565) inception March 20, 2021 and the policy was rescinded "back to inception" due to a returned down payment for NSF of \$1,905.00.

2. Progressive Insurance found no additional policies for JO.

CC. JO's payments to the Actor on March 20, 2021 and April 17, 2021 totaling \$783.25 were never applied to secure, obtain or maintain her Progressive Insurance policy.

DD. Progressive Insurance received a complaint from CR. CR stated that the Actor came up with favorable rate for his niece JO. CR was with State Farm Insurance and asked the Actor to quote him. On March 21, 2021, the Actor quoted CR for an annual rate and the Actor informed CR that he needed to pay that day for the COVID rate. CR declined, but agreed to pay \$2,005 for 6 months.

1. CR was under the impression that the Actor found coverage for him through Progressive Insurance; however when he failed to receive any insurance documents CR started to question the Actor.

2. On April 21, 2021 CR contacted the Actor via text message and inquired about the status of his insurance documents. The Actor denied that he had placed coverage for CR with Progressive but the Actor failed to provide CR with the name of another carrier he may have been placed with. Due to failure to provide insurance documents, CR requested the Actor refund him. The Actor delayed CR's refund and blamed the delays on COVID. The Actor eventually refunded CR the \$2,005 premium on May 4, 2021.

EE. Your Affiant met with CR. CR provided the following:

1. In March of 2021, CR went with his niece JO to Bowser Chevrolet to get her first car and the salesperson mentioned the Actor's Agency.

2. CR had auto insurance with State Farm, but asked the Actor to give him a quote for auto and ATV insurance.

3. CR was quoted an annual rate, but CR needed to pay by midnight for the COVID rate. CR declined the annual rate, but agreed



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to pay \$2,005.46 for 6 months.

4. On March 21, 2021, CR paid the Actor \$900.00 via Pay Pal, \$305.46 via Apple Pay and \$800.00 via Venmo. CR provided screen shots of the transactions to OAG.

5. CR was under the impression that the Actor had found coverage for him through Progressive insurance; however, when CR did not receive insurance documents, he questioned the Actor.

6. On April 20, 2021, CR contacted the Actor via text message and asked why everything was taking so long. CR requested the Actor refund him.

7. The Actor agreed to a refund via text message.

8. The Actor did not answer some text messages from CR through April of 2021 and gave delayed responses when he did.

9. On April 28, 2021, CR contacted Progressive insurance and found that he never had coverage.

10. The Actor eventually refunded CR \$2,010.00 via Apple Pay on May 4, 2021.

11. CR provided text messages between himself and the Actor from March 20, 2021 through May 4, 2021.

FF. Your Affiant made contact with Chris Decker of Progressive Insurance. Decker provided the following:

1. Progressive Insurance records revealed that CR did not have auto and or ATV policy in March of 2021.

GG. CR's payments to the Actor on March 21, 2021 totaling \$2,005.46 were never applied to secure, obtain or maintain his Progressive Insurance policy.

IV. Nationwide Insurance Company Victim Customers

HH. Your Affiant along with SA Adams met with TB in Swissvale, PA. TB, who was a policyholder with both Progressive Insurance and Nationwide Insurance though the Actor's agency, provided the following:

1. TB purchased Progressive auto insurance through the Actor and doesn't recall that there were any problems initially.

2. On December 5, 2019 the Actor contacted TB via text message and advised that he had several carriers and would shop for a cheaper rate for her. The Actor further advised that he found a rate for \$160.00 per month.

3. The Actor also advised that TB would have to pay \$320.00 to start as a "two months down" payment was required to start.

4. On December 12, 2019 the Actor provided a screen shot to TB via text message that showed TB's Progressive Insurance policy 928207901 was canceled. The Actor also wrote via text message that he would email TB new proof of insurance cards.

5. On December 16, 2019 TB believes she got her new Nationwide Insurance proof of insurance cards via email.

6. TB communicated with the Actor regularly via text and would send payments to him via Pay Pal and Cash App from December



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2019 through December 2020.

7. On December 30, 2020 TB sent the Actor \$215.00 via Cash App. The Actor wrote via text message that he had received the payment and that he would get a "new company for you."

8. On January 11, 2021 TB sent the Actor a text message asking if the Actor had found her a new auto insurance carrier as she had not heard from him. The Actor replied that he did and he had sent her the application via email.

9. On January 14, 2021 the Actor sent a text message to TB explaining that her new policy with Progressive Insurance would be \$130.28 a month with \$270.60 due now.

10. On January 16, 2021 TB sent the Actor \$270.60 via Cash App.

11. On February 19, 2021 TB sent the Actor a text message asking for a new proof of insurance card.

12. On February 24, 2021 the Actor responded the he was "working on it."

13. On March 2, 2021 TB sent a text message asking the Actor what was going on as she hadn't received a proof of insurance card or response from the Actor.

14. On March 2, 2021 the Actor responded that TB needed to sign documents. It was arranged that TB would sign the documents at the Actor's office on March 10, 2021.

15. On March 10, 2021 the Actor canceled the appointment as he was sick at home.

16. TB never signed the application and it was agreed that TB would receive a refund.

17. On March 26, 2021 the Actor sent TB a text message saying that he felt bad TB had not received her refund and that he was sorry.

18. On April 12, 2021 TB sent the Actor a text message advising that she never received the refund.

19. The Actor responded that he was having trouble with his Cash App "loading."

20. On April 30, 2021 TB sent the Actor a text message asking what was going on with the refund.

21. The Actor responded by asking how much they agreed on saying "was it like 100 something?"

22. TB responded that it was \$132.00. The Actor did not respond and TB did not receive a refund.

23. On June 10, 2021 the Actor sent a text message to TB asking her to send him "the exact tally of what you feel is owed back."

24. TB said she never received a refund from the Actor and recalled that in March of 2021 she called Nationwide Insurance for a proof of insurance card as she needed it for a State Inspection of her vehicle. Nationwide advised that she did not have a current policy.



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25. TB provided screenshots of her Cash App payments to the Actor as well as her text messages with the Actor.

- a. October 2, 2020 \$246.00
- b. October 14, 2020 \$215.00
- c. November 13, 2020 \$215.00
- d. December 30, 2020 \$215.00
- e. January 16, 2021 \$270.60

II. Nicole Stokes, Senior Consultant, Internal Investigations for Nationwide Insurance was contacted and provided the following:

- 1. Policy number 5837J076249 for TB was in effect from December 12, 2019 through its non-pay cancellation date of October 5, 2020.
- 2. Nationwide received one valid payment, in August of 2020. The draft attempt in September 2020 was returned NSF.
- 3. July 18, 2020 through September 17, 2020 several payments were returned due to insufficient funds. Payment notifications were issued and later a payment would be received.
- 4. On September 17, 2020 a notice of cancellation mailed advising another payment was returned and payment was due by October 4, 2020 to prevent the policy from canceling for nonpayment effective October 5, 2020.
- 5. On October 5, 2020 payment was not made so the policy canceled for nonpayment effective October 5, 2020.
- 6. On October 9, 2020 Payment Notice mailed advising the policy was cancelled and a remaining balance of \$320.21 was due.

JJ. TB's payments to the Actor from October 2, 2020 through January 16, 2021 totaling \$1,161.60 were never applied to secure, obtain or maintain her Nationwide Insurance policy.

KK. Your Affiant traveled to a restaurant in Pittsburgh, PA in an attempt to make contact with the restaurant owner, SFW. SFW was not present, however she was able to speak via telephone. SFW provided the following information:

- 1. SFW purchased the restaurant located in the Squirrel Hill neighborhood of the City of Pittsburgh from relatives.
- 2. The Actor had been her relatives and the restaurant insurance agent for years and when she purchased the business from her relative, she didn't want to change things, so she contacted the Actor about insurance.
- 3. SFW never personally met with the Actor but did business with him via email, text and phone calls.
- 4. In December of 2020, the Actor provided a quote for Liability insurance and Worker's Compensation insurance policies from Nationwide Insurance to SFW and advised her that she was getting a reduced rate.



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5. The Actor asked SFW to send him the premium payment of \$4,479.00 via Pay Pal on December 8, 2020. SFW said she thought it was unusual, however sent the payment anyway.
 6. SFW never received any policy documentation from Nationwide Insurance.
 7. SFW discussed the Actor with the relative she purchased the restaurant from and found out that the relative previously paid only \$3,000.00 for the same Nationwide Insurance.
 8. SFW contacted the Actor and asked him about the different prices. The Actor agreed to give SFW a \$500.00 refund.
 9. As of January of 2021 SFW had still not received any documentation from the Actor, nor the \$500.00 refund. SFW contacted Nationwide Insurance and was advised that Nationwide Insurance had no policies for her or her business.
 10. SFW contacted the Actor and asked him to cancel her policies and return her premium payment.
 11. As of February 2021, SFW had not received her premium payment. SFW contacted the Actor and the Actor gave her excuses that he was dealing with family emergencies and her refund was mistakenly returned to him.
 12. SFW had several text conversations and email exchanges with the Actor for about six months. The Actor continued to advise that he would refund her money, however, she would have to wait as the refund was processing.
 13. SFW said that Nationwide Insurance was not helpful to her and she was told that no policies for her exist. SFW was advised to file a police report with the City of Pittsburgh and did so.
 14. SFW contacted City of Pittsburgh Police and filed a Theft Report (CCR # 21-100703).
 15. In June of 2021, SFW filed a civil complaint against the Actor. On July 28, 2021 Magisterial District Judge Daniel E. Butler ruled in favor of SFW for the amount of \$5,159.25. As of June 2022, SFW has not received her judgment amount.
 16. SFW was able to provide copies of emails and text conversations between herself and the Actor.
- LL. Detective Francesco Rosato of The City of Pittsburgh Police was contacted and provided a copy of SFW's report. Detective Rosato also provided that there has been no further investigation by The City of Pittsburgh Police.
- MM. Nicole Stokes, Senior Consultant, Internal Investigations for Nationwide Insurance was contacted and provided the following:
1. Nationwide found two business auto quotes were completed for the restaurant out of Pennsylvania.
 2. Nationwide did not find any liability or workers compensation policies issued for the restaurant or SFW.
- NN. SFW's payments to the Actor on December 8, 2020 for \$4,479.00 was never applied to secure, obtain or maintain a Nationwide Insurance policy.

V. Grange Insurance Company Victim Customers

OO. Matthew Gray (Major Case Investigator) of Grange Insurance provided to OAG that policyholders SJ and GJ called Grange



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Insurance wondering why they kept getting cancelation notices when they had paid their policy in full in October of 2021.

1. Gray advised SJ and GJ that Grange Insurance had not received payment on their home insurance policy and had received only one payment on their auto insurance policy that came back disputed.

2. GJ advised that she sent a check to the Actor's agency in October of 2021, paying her premium in full and the funds have come out of her account and been cashed.

3. GJ further advised that she paid the paid in full amount to receive "a discount." SJ and GJ were very confused as to why their home policy lapsed at inception and were very upset.

4. GJ also reported that after complaining to the Actor, he responded by sending her emails saying her policy was active and everything is paid and taken care of.

PP. On August 3, 2022, Matthew Gray spoke with GJ.

1. GJ was concerned in that they continue to receive cancelation notices, despite having paid their premiums in full.

2. GJ stated that she had paid the Actor by check on October 7, 2021 in the amount of \$3,301.97 and that this amount was to reflect their homeowners and auto insurance premiums combined.

QQ. Your Affiant along with SA Adams traveled to Monroeville, PA to speak with SJ and GJ. They provided the following information:

1. On October 7, 2021, GJ provided a personal check to "Chad G Skena Insurance" in the amount of \$3,301.97 for premium payment in full for Grange Insurance auto policy number 4750754 and Grange Insurance home policy number 4750755.

2. SJ and GJ provided a copy of the check that was deposited by the Actor on October 7, 2021.

3. On October 10, 2021, SJ and GJ received a lapse notice for their home policy number 4750755.

RR. In regard to SJ and GJ, Matthew Gray reported that Grange Insurance records indicate:

1. The Actor did not apply any valid payments to their home policy (policy number 4750755) in 2021.

2. The Actor did not apply any payments to their auto policy (Policy number 4750754) in 2021.

3. Both of these policies cancelled for non-payment. Grange worked with SJ and GJ and wrote off the premiums due.

SS. From SJ and GJ's payment to the Actor on October 7, 2021, totaling \$3,301.97, no payments were ever applied to secure, obtain or maintain their Grange Insurance policies.

TT. Matthew Gray of Grange Insurance provided to OAG that policyholder ST advised Grange Insurance that she had paid the Actor a full year's premium of \$1,434.60 for home and auto insurance.

1. The payment was made October 12, 2021 via Intuit App.



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2. No premiums were remitted to Grange and no policy was issued, despite multiple emails between ST and the Actor regarding home and auto insurance.

3. As of March 21, 2022, ST secured her own home insurance through State Farm and notified the Actor of same.

4. ST then requested the Actor provide proof of home insurance to the mortgage company due to the mortgage company forcing insurance due to lapse in coverage.

5. On May 16, 2022, nearly two months after securing her own insurance, the Actor uploaded the homeowner policy and backdated the policy to February 20, 2022.

6. ST remains out the \$1,434.60 she gave the Actor in exchange for nothing in return.

UU. Your Affiant made contact with ST via Zoom, at her request. ST provided the following information:

1. ST had done business with the Actor since 2003.

2. ST no longer does business with the Actor.

3. Since 2020, the Actor's interactions became unprofessional. He would contact her at odd hours and ask for payments via electronic means.

4. In October of 2021, the Actor advised ST that he would switch her homeowners and auto Insurance from Safeco Insurance to Grange Insurance.

5. The Actor said the switch was needed as Safeco Insurance had "issues" and poor customer service.

6. On October 12, 2021, ST sent the Actor \$1,434.60 via QuickBooks for her new homeowners and auto policies with Grange Insurance.

7. ST was under the impression that she had homeowner's and auto coverage through Grange Insurance.

8. In February of 2022, ST was contacted by her mortgage holder, US Bank, and advised that her homeowners insurance was expiring soon. ST was also advised that if she did not obtain insurance, US Bank would purchase forced insurance for her at a rate of their choosing.

9. ST contacted the Actor via email and requested information on her homeowners insurance through Grange Insurance, however, the Actor never forwarded her any policy information for homeowners or auto insurance.

10. On March, 21 2022, ST found another insurance agent and obtained homeowners insurance through State Farm.

11. US Bank provided to ST that there was a lapse of insurance coverage for her home from February 20, 2022 through March 21, 2022.

VV. In regard to ST, Matthew Gray reported that Grange Insurance records indicate:



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1. In May of 2022, the Actor uploaded a policy with a requested effective date of February 20, 2022. Prior to this, the Actor never applied for a homeowner insurance policy for ST with Grange Insurance.

2. After receiving \$1,434.60 from ST, the Actor remitted only \$146.86 as payment on the Grange Insurance homeowner's policy in May of 2022.

3. ST was never issued an auto policy through Grange Insurance.

4. ST never received a refund from the Actor.

WW. From ST's payment to the Actor on October 12, 2021, totaling \$1,434.60, only \$146.58 was ever applied to her Grange Insurance policy. \$1,287.74 was never applied to secure, obtain or maintain her Grange Insurance policy.

XX. Matthew Gray of Grange Insurance provided to OAG that policyholder JH called Grange Insurance about her policy being cancelled.

1. JH was advised that her policy was cancelled for returned check that was NSF.

2. JH reported that she paid the Actor and it was his account that the payment pulled from that was NSF.

3. JH added that she has been having problems with the agent.

4. Gray spoke with JH and she reported that she knows the Actor personally and has known him for years.

YY. Your Affiant along with SA Adams traveled to Latrobe, PA to speak with JH. JH provided the following information:

1. JH has known the Actor since elementary school and has done business with him for years.

2. Everything was fine until 2021, when she began having trouble with her auto insurance through Encompass Insurance.

3. The Actor said he would shop around for a better rate and advised her that Grange Insurance would be the best for her and her family.

4. On March 15, 2022, JH sent the Actor \$2,451.50 via Venmo for her auto and home insurance through Grange Insurance. JH was able to provide a screen shot of the Venmo transaction.

5. In April of 2022, JH had not received anything and inquired as to the status of the Grange Insurance via text messages with the Actor.

6. JH then called Grange Insurance and found that they had no policies in her name.

ZZ. In regard to JH, Matthew Gray reported that Grange Insurance records indicate:

1. On April 20, 2022, \$1,744.13 was remitted as premium by the Actor from his agent account for JH's auto policy 5014417.



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2. On May 11, 2022, payment of \$1,744.13 was reversed due to Insufficient Funds in the Actor's agent account.
3. On May 18, 2022, a payment of \$1,744.13 issued to Grange Insurance again by the Actor from his agent account.
4. On July 19, 2022, the auto policy was cancelled per JH's request.
5. On August 4, 2022, a premium of \$1,309.32 for the auto policy was disbursed by Grange Insurance back to JH.
6. On April 30, 2022, a premium of \$515.00 was remitted by the Actor for JH's Home Policy 5022211.
7. Ultimately, \$386.60 was disbursed back to JH by Grange Insurance after the policy was cancelled per JH's request on July 17, 2022.

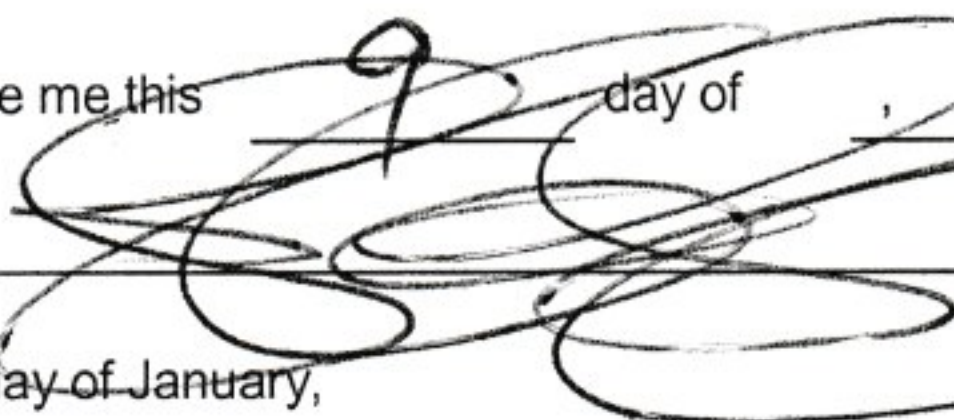
AAA. From JH's payment to the Actor on March 15, 2022, totaling \$2,451.50, only \$2,259.13 was ever applied to her Grange Insurance policy. \$192.37 was never applied to secure, obtain or maintain her Grange Insurance policy.

Based upon the aforementioned facts and circumstances, your Affiant believes that probable cause exists for the issuance of an arrest warrant for the Actor, Chad G. Skena.

I, DANIEL HONAN, BEING DULY SWORN ACCORDING TO THE LAW, DEPOSE AND SAY THAT THE FACTS SET FORTH IN THE FOREGOING AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

I CERTIFY THAT THIS FILING COMPLIES WITH THE PROVISIONS OF THE CASE RECORDS PUBLIC ACCESS POLICY OF THE UNIFIED JUDICIAL SYSTEM OF PENNSYLVANIA THAT REQUIRE FILING CONFIDENTIAL INFORMATION AND DOCUMENTS DIFFERENTLY THAN NON-CONFIDENTIAL INFORMATION AND DOCUMENTS.

/DANIEL HONAN/ 
(Signature of Affiant)

Sworn to me and subscribed before me this 9 day of Apr, 2024
Date , Magisterial District Judge

My commission expires first Monday of January,

**JEFFREY L. HERBST,
MAGISTERIAL DISTRICT JUDGE
MAGISTERIAL DISTRICT 05-2-07
MY COMMISSION EXPIRES ON THE
FIRST MONDAY IN JANUARY, 2030**