



Office of Inspector General

Case #: 14-39

Division of Hunting and Game Management

Reviewed By:

Nick Wiley
Executive Director
Florida Fish and Wildlife Conservation Commission

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This internal investigation was performed in accordance with Chapter 20.055, Florida Statutes and the *Quality Standards for Investigations by Offices of Inspector General*, published by the Association of Inspectors General.



EXECUTIVE SUMMARY

Subjects:

Barrett “Dale” Walker

Division of Hunting and Game Management

Complainant:

Anonymous

William “Bill” Cline

Division of Hunting and Game Management

John Weatherholt

Division of Hunting and Game Management

Date of Complaint	Related Case(s)	Type of Report
April 28, 2014	IA-1421 (Audit Advisory)	Investigation

SYNOPSIS

On April 28, 2014, the Florida Fish and Wildlife Conservation Commission (FWC), Office of Inspector General (OIG) received an anonymous complaint regarding FWC Hunting and Game Management Other Personnel Services (OPS) employee Dale Walker. The complaint alleged that Walker collected spent ammunition from Tenoroc and sold it back to the agency. It was also alleged that Walker did not have an *Outside State of Florida Government Employment Request* submitted to the agency.

This investigation revealed additional allegations of misconduct by FWC employees William “Bill” Cline and John Weatherholt. It was alleged that Cline requested that Walker’s business, RBD Distributors, LLC. (RBD), sell ammunition to Tenoroc and approved of the business relationship. It was also alleged that Weatherholt issued a letter to Walker’s attorney stating that RBD’s sale of ammunition to Tenoroc did not violate any conflict of interest policy or Florida statute.

OIG Captain Annie Plastic was assigned to conduct the administrative investigation. A review of Walker’s reimbursements from Wildlife Foundation of Florida (a nonprofit organization and component unit of the State of Florida), Tenoroc’s sales and inventory was conducted by FWC OIG Internal Auditor Ashlea Whiddon.

Subject Barrett “Dale” Walker:

It was alleged that Walker stole spent ammunition at the Tenoroc Shooting Center by collecting from the property, reloading it and then selling it back to the agency for profit. The facts gathered in this case showed that Walker does not collect spent ammunition at Tenoroc and then resell the reloaded rounds to the agency. The shotgun hulls were found to be collected by Sherriff Grady Judd’s inmate labor crews and placed in a trash dumpster towards the front of the Tenoroc property. Additionally, the spent brass was collected by range officers and recycled by John Weatherholt. There was no evidence found to support the allegation against Walker. It is the conclusion of this investigation that the allegation of **Florida Statutes § 812.014, “Theft”** against Walker is **Unfounded**.

Evidence gathered in this case as well as an admission from Walker showed that Walker was conducting business with FWC when he sold Clever shotgun ammunition through his business, RBD Distributors, LLC. (RBD), and was reimbursed for the ammunition by the Wildlife Foundation of Florida (Foundation). Walker was hired as the Range Master for Tenoroc on February 13, 2013, with Weatherholt as his direct supervisor and William "Bill" Cline as Weatherholt's supervisor. Walker testified that the FWC employees that interviewed him before hiring him, along with Cline and Weatherholt, all had knowledge of RBD and that his business involved shotgun ammunition sales prior to hiring him.

Walker admitted that he sold Clever ammunition to Tenoroc through RBD and was paid by the Foundation. Walker testified he did not sell Clever ammunition to Tenoroc until management asked him to because there was an ammunition shortage and the facility was in desperate need of ammunition. Walker stopped selling Clever to Tenoroc once it was discovered there may have been a problem with RBD doing business with Tenoroc. A review of the Foundation reimbursements showed that RBD was paid \$2,250.00 for "promotional Clever ammunition" on April 18, 2013. This payment was for 36 cases of Clever ammunition delivered on April 10, 2013, which was found to be prior to the Tenoroc ammunition shortage reported in this case. Cline testified that ammunition was scarce; he scrambled to find ammunition for Tenoroc with Federal, Remington, and Winchester distributors. Cline testified that during his search he remembered that Walker had connections with Clever ammunition that he was importing from Italy to use in sporting clay events. Cline asked Walker if he could provide ammunition to Tenoroc through RBD. Walker gave Cline a price of \$62.00 a case and Cline had Walker (through RBD) ship Clever ammunition to Tenoroc.

Weatherholt testified that Tenoroc needed ammunition for the facility, but they were not able to get it from their Federal source. Weatherholt testified he and Cline discussed buying ammunition from RBD distributors through the Foundation so customers would have ammunition to shoot. Tenoroc purchased ammunition from RBD and Walker was reimbursed for the ammunition by the Foundation. Weatherholt testified that on April 18, 2014, Cline told Weatherholt that Tenoroc was not buying from RBD anymore and that they needed to find other way to acquire 12 gauge shotgun ammunition. Walker testified that he may have been naive and did not realize that selling ammunition to Tenoroc through his company, RBD was something he should not have been doing as a government employee.

Evidence gathered in this case as well as an admission from Walker showed that Walker was conducting business with FWC when he sold Clever shotgun ammunition to Tenoroc through RBD, and was paid for the ammunition by the Foundation. However, management (Cline and Weatherholt) requested and approved Walker to sell ammunition to Tenoroc. Weatherholt wrote a letter to Walker's attorney stating that Walker through RBD was allowed to sell ammunition to FWC and that it would not be considered a conflict of interest or violation of any state laws. The allegation of **Florida Statutes § 112.313(3), "Doing Business with One's Agency"** against Walker is **Not Sustained**.

It was alleged that Walker failed to complete the required *Outside State of Florida Government Employment Request forms* for his private business. Although Walker claimed

Weatherholt had knowledge of RBD prior to his hire, Walker was ultimately responsible to obtain written approval for engaging in business outside of his FWC employment by submitting an *Outside State of Florida Government Employment Request* to Weatherholt. Walker submitted a request after Cline was approached by FWC General Counsel, Bud Vielhauer, at the April 2014 Commission meeting. At Cline's request, Walker filled out the incorrect form, a *State of Florida Dual Employment and Compensation Request*, for RBD on April 18, 2014. Weatherholt testified he sent Walker's *State of Florida Dual Employment and Compensation Request* to Cline through interoffice mail on April 21, 2014. Cline testified he did not receive Walker's *State of Florida Dual Employment Request* from Weatherholt. Additionally, when questioned in this case, Walker admitted he was also working another job while working at FWC that paid him for financial accounting at his brother-in-law's company, West Woods Air Conditioning. Walker failed to complete and submit the appropriate FWC forms at the time of his employment for approval for either outside the agency employments. The allegation of **Section 6.1.6(B)(31), IMPP, Disciplinary Standards for Career Service Employees, "Unauthorized Outside Employment"** against Walker is **Sustained**.

Subject William "Bill" Cline:

Cline testified that ammunition for Tenoroc was scarce and that he scrambled to find ammunition for Tenoroc with Federal, Remington, and Winchester distributors. During his search, Cline testified he remembered that Walker had connections with Clever ammunition that he was importing from Italy to use in sporting clay events. Cline asked Walker if he could provide ammunition to Tenoroc through Walker's private company RBD. Walker gave Cline a price of \$62.00 a case and Cline had Walker (through RBD) ship Clever ammunition to Tenoroc. According to Cline, Tenoroc purchased ammunition from RBD for a few months, towards the end of the 2013 or towards the first part of 2014 until the Commission meeting in April 2014. Foundation reimbursements showed that RBD was paid \$2,250.00 for "promotional Clever ammunition" on April 18, 2013. This payment was for 36 cases of Clever ammunition delivered on April 10, 2013, and Cline's name was listed on the RBD invoice.

Cline testified he considered the Foundation separate from the State of Florida. Cline did not realize the rules that applied to an FWC employee selling directly to the State of Florida would also apply to an FWC employee selling to Tenoroc because the monies paid to RBD for the Clever ammunition were from the Foundation. Cline felt it was his decision to purchase Clever ammunition from RBD. Cline did not know that Tenoroc's business with RBD was a potential conflict until Cline was approached by FWC General Counsel, Bud Vielhauer, with the concern of a potential conflict of interest at the April 2014 Commission meeting.

At Cline's request, on April 18, 2014, Walker filled out a *State of Florida Dual Employment and Compensation Request* for RBD. Weatherholt testified he sent Walker's *State of Florida Dual Employment and Compensation Request* to Cline through interoffice mail on April 21, 2014. Cline testified he did not receive Walker's *State of Florida Dual Employment Request* from Weatherholt.

The facts gathered in this case found that Cline failed to use ordinary or reasonable care, caution, attention, diligence or discretion when he asked his employee, Walker, if he could

provide ammunition to Tenoroc through Walker's private business RBD. In addition, Cline failed to use attention when he requested Walker to complete the incorrect form in an attempt to authorize Walker's employment outside FWC. Cline directed Walker to complete the form for State of Florida Dual Employment and should have directed him to complete the form for Outside State of Florida Government Employment.

Additionally, Cline failed to use ordinary or reasonable care, caution, attention, diligence or discretion when he allowed Tenoroc to continue to use a point of sale (POS) system terminal at Tenoroc that was previously used at the Pace Shooting Range (Pace). The system was implemented at Tenoroc with inventory still listed in it from Pace which resulted in an inaccurate inventory at Tenoroc. A comparison of the fifteen types of ammunition on the POS inventory report identified discrepancies for thirteen of the fifteen types of ammunition. The allegation of **Section 6.1.6(B)(29), IMPP, Disciplinary Standards for Career Service Employees, "Negligence"** against Cline is **Sustained**.

Subject John Weatherholt:

The facts gathered in this case found that Weatherholt failed to use ordinary or reasonable care, caution, attention, diligence or discretion when he wrote Walker's attorney stating that Walker, through RBD, was allowed to sell ammunition to FWC and that it would not be considered a conflict of interest or violation of any state laws. This letter was dated December 11, 2013. Tenoroc subsequently purchased ammunition from RBD and Walker was paid for the ammunition by the Foundation. Weatherholt was Walker's supervisor and had knowledge of Walker's RBD private business involving ammunition distribution. Weatherholt testified that Tenoroc needed ammunition for the facility, but they were not able to get it from their regular vendor. Weatherholt testified he and Cline discussed buying ammunition from RBD distributors through the Foundation so customers would have ammunition to shoot. On December 11, 2013, Weatherholt wrote Walker's attorney stating that Walker through RBD was allowed to sell ammunition to FWC and that it would not be considered a conflict of interest or violation of any state laws. As a result, Tenoroc purchased ammunition from RBD and Walker was paid for the ammunition by the Foundation. Weatherholt approved his subordinate to engage in improper activities. The allegation of **Section 6.1.6(B)(29), IMPP, Disciplinary Standards for Career Service Employees, "Negligence"** against Weatherholt is **Sustained**.

END OF EXECUTIVE SUMMARY

Case #14-39 FINAL REPORT

INVESTIGATIVE PREDICATE

On April 28, 2014, the Florida Fish and Wildlife Conservation Commission (FWC), Office of Inspector General (OIG) received an anonymous complaint regarding FWC Hunting and Game Management Other Personnel Services (OPS) employee Dale Walker. The complaint alleged that Walker collected spent ammunition and sold it back to the agency. It was also alleged that Walker did not have an *Outside State of Florida Government Employment Request* submitted to the agency.

This investigation revealed additional allegations of misconduct by FWC employees William “Bill” Cline and John Weatherholt. It was alleged that Cline requested that Walker’s business, RBD Distributors, LLC. (RBD), sell ammunition to Tenoroc and approved of the business relationship. It was also alleged that Weatherholt issued a letter to Walker’s attorney that RBD’s sale of ammunition to Tenoroc did not violate and conflict of interest policy or Florida statute.

OIG Captain Annie Plastic was assigned to conduct the administrative investigation.

REPORT OF INVESTIGATION

After reviewing the documentation provided by the Wildlife Foundation of Florida¹ (Foundation) and Cline, the scope of the investigation was expanded. During the investigation it was learned that Walker was selling Clever² ammunition to the FWC Tenoroc Shooting Center³ (Tenoroc) through his business, RBD Distributors, LLC. (RBD), and was reimbursed by the Wildlife Foundation of Florida (**See, Exhibit One**).

A review of Walker’s reimbursements, Tenoroc’s sales and inventory was conducted by FWC OIG Internal Auditor Ashlea Whiddon (**See, Exhibit Two**).

On June 30, 2014, Plastic covertly purchased ammunition and shot sporting clays at Tenoroc to determine the type of processes being used to track sales and inventory. Customers are given a card that is placed at each sporting clay station. The card accounted for all clays thrown during a customer’s shoot. Plastic’s card read 130 clays however was only charged for 100 clays since Tenoroc employee Nick Cerrito demonstrated sporting clay techniques for

¹ The **Wildlife Foundation of Florida** is a nonprofit organization and component unit of the State of Florida and has a conflict of interest policy specifically for the members of the Foundation. The Foundation, however does not mention FWC in its Conflict of Interest Policy (See, Exhibit Fifteen).

² Clever is an Italian ammunition company that manufactures 12 gauge shotshell.

³ **Tenoroc Shooting Center** is operated by FWC. Tenoroc has pistol range, rifle range and sporting clay sections open to the public.

Plastic on an estimated 30 targets. The ammunition and sporting clays were charged appropriately to Plastic (See, Exhibit Three).

SYNOPSIS OF INTERVIEWS

William "Bill" Cline

Division of Hunting and Game Management

On June 20, 2014, a formal interview of Cline was conducted. The interview was recorded and an oath was administered. The following is a synopsis of Cline's statement which may contain paraphrasing:

Cline explained that FWC began operating Tenoroc in February 2013. In the beginning, Cline was able to order a supply of 12 gauge shotgun ammunition directly from Federal⁴ which resulted in Tenoroc's initial supply lasting approximately eight or nine months. Subsequent to Cline's initial supply from Federal, there was a nationwide ammunition shortage. In February 2014, Federal was absent from a show where Tenoroc's ammunition connections were normally made. Federal had sold their entire allocation for the year and did not attend the show to write new contracts.

Cline said he felt the success of the shooting range at Tenoroc depended on having ammunition for customers to purchase when they came to the sporting clay range. Cline wanted ammunition for Tenoroc to sell to the public as well as for upcoming training in January. Ammunition was scarce which caused Cline to scramble to find ammunition with Federal, Remington, and Winchester distributors. During his search, Cline remembered that Walker had connections with Clever ammunition that he was importing from Italy to use with sporting clays. Cline asked Walker if he could provide ammunition to Tenoroc through RBD. Walker gave Cline a "very competitive price" of \$62.00 a case⁵ and Cline had Walker (under RBD) ship Clever ammunition to Tenoroc.

Cline explained he considered the Foundation separate from the State of Florida. Cline did not realize that the rules that applied to an FWC employee selling directly to the State of Florida would also apply to an FWC employee selling to Tenoroc because the monies paid to RBD for the Clever ammunition were from the Foundation. Walker did not approach FWC in an attempt to sell ammunition. Instead, Cline felt it was his decision to purchase Clever ammunition from RBD. Cline did not know that Tenoroc's business with RBD was a potential conflict until he was approached by FWC General Counsel, Bud Vielhauer, with concern of the potential conflict of interest at the April 2014 Commission meeting. According to Cline, Tenoroc purchased ammunition from RBD for a few months, towards the end of the 2013 or towards the first part of 2014 until the Commission meeting in April.

Cline confirmed he had knowledge about Walker (RBD) selling directly to a customer at Tenoroc. Gil Ash came to Tenoroc in 2014 to provide training and was responsible for supplying ammunition for the training. Cline told Ash to contact Walker for ammunition

⁴ Federal® manufactures a complete line of shotshell, centerfire and rimfire ammunition and components.

⁵ A case of 12 gauge ammunition contains ten boxes of twenty-five rounds for a total of 250 rounds per case.

because Cline could not obtain ammunition. Ash purchased Clever ammunition directly from Walker for that training⁶. Cline shot and liked the Clever round; the fact that Walker supplied Ash with Clever ammunition initiated Cline's thought process to acquire Tenoroc's ammunition from Walker.

Cline explained the processes which occurred with the purchase of Clever ammunition. When the Clever ammunition arrived, it was received into Tenoroc's point of sale (POS) system. It was then entered into inventory and the inventory was sent to the Foundation. Cline approved the payments and sent the information to Will Bradford, the Chief Financial Officer of the Foundation. When the ammunition was sold there was a record of it through the POS system. Cline's primary concern was that there was accountability for the cash transactions and he explained the process: Walker deposited the cash from Tenoroc transactions then Bradford verified the deposit and Cline received the deposit information. Cline and Bradford checked to ensure the money deposited by Walker was the money going into the Foundation's deposit account.

Cline said he had no knowledge of Walker collecting spent shotgun hulls at Tenoroc. Walker could not collect spent brass or shotgun hulls without FWC's authority or permission. Weatherholt had also assured Cline that Walker had not collected spent brass or shotgun hulls.

Cline made the decisions for ammunition purchases from Federal, RBD, and Park and Sons. Cline stated that Walker made decisions for other purchases for Tenoroc. Walker did not have an agency purchasing card. Instead, Walker personally paid for items he purchased for Tenoroc. Walker purchased a variety of items like bottled water and candy at Sam's Club with his personal credit card, entered it into the POS system as inventory, and sent the receipts to Cline and the Foundation for reimbursement.

According to Cline, the inventory is in the computer and at the end of the year he conducts an inventory for Tenoroc with Weatherholt and compares the inventory reported in the POS system to physical inventory of items.

Cline stated the POS system terminal at Tenoroc was previously used at the Pace Shooting Range (Pace). There were variances in Tenoroc's first inventory as a result of Pace's inventory that were remaining on the POS system terminal (**See, Exhibit Four**). Weatherholt noted there were inventory items from Pace still showing in Tenoroc's inventory when he conducted the first inventory. Cline was under the impression that other than the remaining inventory from the Pace, all other on hand items versus inventory was balanced in the Tenoroc POS system.

Cline stated that Walker (RBD) sold ammunition to Tenoroc, received that same ammunition purchased from RBD (as well as other vendors) and entered the item information into the Tenoroc POS system.

⁶ According to Cline, Ash wanted shotgun shells that had a 2 ¾ gram powder so the 12 gauge would kick like a 20 gauge because they were doing a lot of shooting and purchased all of the shotgun shells for their training.

Cline discovered the conflict of interest when he was approached by FWC General Counsel, Bud Vielhauer, at the April 2014 Commission meeting. Cline immediately contacted Weatherholt and Walker to cease the purchasing of Clever ammunition from RBD. Cline also sent Weatherholt and Walker an email confirming that Tenoroc was no longer purchasing ammunition from RBD Distributors because it is a conflict of interest (**See, Exhibit Five**). Cline understood why the business relationship between RBD and Tenoroc was a conflict of interest and that it was best not to purchase directly from RBD.

Cline discovered that Walker did not have a *State of Florida Dual Employment and Compensation Request* completed and because of the missing request, Cline instructed Weatherholt to remind Walker that he needed to submit the request (**See, Exhibit Six**).

Cline explained that Weatherholt will check on “inventory adjustments and leakage” remotely and conduct an on-site inventory annually towards the end of the fiscal year. Through this process, it should have been apparent if there was a problem with the inventory balances at Tenoroc.

Stakeholders requested that Walker run sporting clay events away from Tenoroc. Walker did this once on April 12, 2014, and the organization paid the Foundation for the event. Cline felt FWC should not be competing with private businesses for profits away from Tenoroc and was uncertain if insurance would cover FWC if they were away from Tenoroc with the sporting clay machines.

Cline added there were people in the area who felt that FWC was a threat to the sport shooting private industry and noted it was not FWC’s intent to pose a threat to private industry. Cline felt that a part of Hunter Safety and Public Shooting Range’s goals was to create more shooters therefore increasing the number of participants at every range regardless of whether it was private or public. Cline received only positive comments from most people. There were a few stakeholders that provided negative comments, but Cline said he had addressed those comments.

According to Cline, Walker did a great job and provided excellent customer service at Tenoroc. Business had steadily increased since FWC began running the Tenoroc Shooting Center and Tenoroc’s success was attributed to Walker, his staff and the superior customer service they provided. Walker had an extensive sporting clays background; he ran the Thomas Mark (TM) Ranch Sporting Clays in Orange County, Florida and been a shooter on the professional circuit for several years. Cline felt he understood the needs of the shooting public and addressed those needs in a very positive way. **End of Statement**

Jon Weatherholt

Division of Hunting and Game Management

On June 30, 2014, a formal interview of Weatherholt was conducted. The interview was recorded and an oath was administered. The following is a synopsis of Weatherholt’s statement which may contain paraphrasing:

Weatherholt is the FWC Regional Program Coordinator for Hunter Safety and Public Shooting Ranges in the Southwest Region and supervised Walker. Weatherholt explained Tenoroc Shooting Center was run by a concessionaire for thirteen years until FWC began running it on February 13, 2013. Weatherholt had memorandums of understanding and letters of agreement between the Foundation and FWC. The Foundation handled all of Tenoroc's deposits, payroll, and paying the bills because FWC did not have approval for full time equivalent (FTE) positions. All of the Tenoroc staff is OPS. Tenoroc initially ordered ammunition from ATK⁷ Federal for shooters to use on the sporting clay course. Weatherholt felt FWC could not have a sporting clay course if they did not stock ammunition for people to shoot. Weatherholt ordered ammunition through ATK government purchasing. The ammunition for Tenoroc was paid for through the Foundation.

Weatherholt selected Walker as the Tenoroc manager based on his experience with the sporting clay facility in Orange County that he ran for a number of years. Weatherholt had knowledge of Walker's RBD business, involving ammunition distribution.

In late 2013, Tenoroc needed ammunition for the facility, but they were not able to get it from their Federal vendor. Weatherholt and Cline discussed buying ammunition from RBD through the Foundation so customers would have ammunition to shoot. Tenoroc purchased ammunition from RBD and Walker was reimbursed for the ammunition by the Foundation. On April 18, 2014, Cline told Weatherholt that Tenoroc was not buying from RBD anymore and they needed to find other ways to acquire 12 gauge shotgun ammunition.

Weatherholt contacted Parks and Sons, Inc.⁸ and they were able to ship one order to Tenoroc. According to Weatherholt, an explosion occurred⁹ at a factory that supplied ammunition to Parks and Sons which caused them to be unable to produce any more ammunition after Tenoroc received their first order. Weatherholt stated Tenoroc scrambled to find different companies who were able to provide ammunition for Tenoroc. Ammunition was not purchased directly by Weatherholt or Walker; instead the RBD ammunition orders were sent through Cline and the Foundation.

Weatherholt said ammunition was available if you could find it however the problem was that shotgun shells were in demand and companies like Federal or Winchester were trying to catch up with the demand. Cline admitted to Weatherholt that they "crossed a line" when utilizing RBD even though it was paid for through the Foundation and that Tenoroc had to purchase ammunition from companies other than RBD.

Weatherholt explained that he accounted for every shipment that came into Tenoroc regardless of the vendor and personally accounted for every order. Weatherholt said he ensured what Cline ordered was accounted for and entered in Tenoroc's POS system. Weatherholt conducted an inventory of items at Tenoroc annually.

⁷ **ATK Sporting Group** supplies small-caliber ammunition to sport-shooting enthusiasts, devoted hunters, federal and local law enforcement agencies, and the military. ATK ammunition brands include Federal Premium, CCI, Fusion, Speer Ammo, Speer Bullets, Estate Cartridge and Blazer.

⁸ **Parks and Son, Inc.** is a shooting supply wholesaler carrying Federal, RIO, and Clay Targets.

⁹ An explosion occurred on April 16, 2014, at the Rio Ammunition plant.

Weatherholt said he was satisfied that there was no “wrongdoing” and that everything that has come through the door has been accounted for at Tenoroc. Weatherholt said he verified what was received to ensure the accuracy of Walker’s reimbursement receipts from the Foundation.

Weatherholt stated he was at Tenoroc “all the time” and had an administrator login for the POS system. Weatherholt made sure the information on the packing slip was entered into the POS system. Weatherholt added that part of his responsibilities included going out to Tenoroc and make sure things were “running smooth.”

Weatherholt has not seen Walker pick up any spent brass or shotgun hulls. Weatherholt explained that the brass was collected by the range safety officers to keep the firing lines clean. Shotgun hulls were usually cleaned up by the weekenders and the inmate labor crews through the sheriff’s office and disposed of in the big blue garbage dumpsters by the Tenoroc clubhouse and collected by the garbage company (**See Exhibits Seven and Eight**). The spent brass is collected and taken to a recycler and the recycler. The recycler produces a check made out to the Foundation and it goes to the Foundation.

End of Statement

Barrett “Dale” Walker

Division of Hunting and Game Management, Tenoroc

On June 30, 2014, a formal interview of Walker was conducted. The interview was recorded and an oath was administered. The following is a synopsis of Walker’s statement which may contain paraphrasing:

Walker began working as Range Master of Tenoroc at Tenoroc Wildlife Management Area on February 13, 2013. Walker supervised all activities at Tenoroc including two range safety officers for rifle and pistol ranges, two employees for the sporting clay course, and a cashier at the clubhouse. Walker’s responsibilities included customer service, changing targets, and occasionally working the register at the clubhouse. Tenoroc was an entertainment facility and Walker felt it was important to provide a good time for the customer. Walker has been in the sporting clay business for twenty years. Walker competed with the United States of America (USA) sporting clay team for nine years. After Team USA, Walker managed the largest sporting clays gun club in the nation, TM Ranch. Walker felt there was some disagreement with the previous concessionaire, Mark Smith, over FWC’s choice of Walker to run Tenoroc.

Walker made purchases with his personal credit card on behalf of Tenoroc. Walker did not have an agency purchasing card (P-Card) assigned to him. Instead, Walker paid Florida Sporting Clays Association (FSCA) and National Sporting Clays Association (NSCA) shooting fees for Tenoroc shooters with his personal credit card through PayPal and was then reimbursed through the Foundation (Exhibit Two). According to Walker, the previous concessionaire Smith never paid shooter fees as required and was stripped of his ability to host sporting clay events from FSCA and NSCA. Walker also purchased items for Tenoroc at Sam’s Club that were reimbursed through the Foundation (Exhibit Two).

Before Walker was hired, Cline ordered about eleven hundred cases of Federal ammunition. Walker explained that the ammunition was used for a better part of the whole year (2013) and then Tenoroc planned to reorder from Federal. Cline discovered that Federal sold their entire product for 2014 and had no interest in supplying any orders to Tenoroc.

According to Walker, Tenoroc was low on their shotgun ammunition inventory. Tenoroc paid \$82.00 a case for Federal and sold it to the public for around \$99.00 a case. The previous year Tenoroc sold Federal to the public for \$65.00-\$70.00 a case. If they could find ammunition in stock, it was priced around \$60.00-\$70.00 a case. Prices varied for 12 gauge ammunition depending on variables including lead and fuel prices.

Walker asserted that he only sold ammunition to Tenoroc because that facility was in desperate need of ammunition. Walker stopped once it was discovered there may have been a problem with RBD doing business with Tenoroc. Walker did not need to profit from doing business with Tenoroc; he did not make any money off of the transactions between RBD and Tenoroc. Walker wanted to contribute to the sport of sporting clays since he had benefited tremendously from travel and scholarships through participating in sporting clays.

Walker started RBD in August 2012 and had a close working relationship with the Italians who sell Clever ammunition. The Italians wanted Walker to bring Clever to the United States (US) in order to get in the US market. Walker did not pay himself from RBD, instead RBD paid expenses. Walker paid in between \$62.00-\$75.00 a case for Clever after fees and taxes. Walker then sold Clever to Tenoroc for \$62.00 a case. At the end of the year it was a loss for RBD on the ammunition sales (**See Exhibit, Nine**)¹⁰. Walker said he did not make a profit from selling Clever ammunition to Tenoroc. Walker made additional sales of Clever ammunition to a private gun club down in south Florida for a profit and to make up for some of RBD's losses at Tenoroc. Walker felt the FWC paid him well and took care of him. Walker had another job that paid him well for six years involving financial accounting for his brother-in-law's company, West Woods Air Conditioning. Walker felt he did not need to make money off of the ammunition he sold to Tenoroc.

RBD had customers in California, Texas, Illinois, Georgia, and Florida¹¹. Walker said he got out of the business for the most part at the end of last year (2013) because he was so consumed with his FWC position at Tenoroc and the only reason he stayed in it was because there was an ammunition problem.

Walker began importing ammunition years ago when TM Ranch quit importing and Walker was the only importer. Walker explained the importation of ammunition from Italy came with additional costs including excise taxes. RBD made a profit however, showed an overall loss from expenses such as fuel and Walker's car payment. By the time Walker paid his car payment, made small loans back to the company it was determined there was a loss. Walker said RBD did not make a profit or a loss doing business with Tenoroc; RBD broke even off of the agency.

¹⁰ RBD showed an income (loss) of -5,231 for 2012 and -4,528 for 2013

¹¹ Florida RBD customers included: Tampa Bay Sporting Clays, the Fish Hawk, South Florida Shooting Club, and individual shooters.

RBD had the ability to collect revenue through credit cards, cash, and checks. Walker's total sales for 2013 were in the \$130,000 range. Walker estimated he sold less than 15-20 cases for the year and business had "pretty much all stopped." Walker no longer had sales of 25 or 50 cases at a time since the end of 2013. Walker stated,

"I think the first time the Agency purchased from me was the end of December (2013). . . I had no interest in selling to them. We had contracts, well, I didn't mean to say contracts, but big supplies of Federal coming in and some other ammo. We sold out of all of it and that is when Federal said that they have no product to sell and there was basically no way to get ammo. So I was approached about would I have the ability to get ammo quickly because we were in the middle of our corporate season. So I want say it was at the end of December when I had to get ammo quickly."

Clever ammunition was sold by the box and labeled as "RBD ammunition." Walker felt the women that worked the front desk did not know the difference between 12 gauge and 20 gauge ammunition since both were sold at Tenoroc. The differences in ammunition gauge were confusing so Walker had the employees manually enter the sale of Clever ammunition as RBD instead of scanning a barcode.

Walker stated the inventory of RBD ammunition would match with the sales of RBD ammunition, asserting that all of the ammunition that the Foundation paid him for was resold to the public.

Walker and Tenoroc employee Nick Cerrito accepted Clever ammunition for Tenoroc from RBD, but nobody actually signed for the Clever ammunition. The Clever ammunition was added into the POS system as a countdown inventory. Tenoroc received every case of Clever ammunition that Walker (RBD) sold them. Walker explained there were problems with Tenoroc's previous year's inventory and POS system. Walker learned that they could not split customer tabs by more than two or three people so when large groups wanted to split a sale of ammunition, clays, and drinks, it was split and entered as miscellaneous sales. Cases of ammunition had also been entered in the Tenoroc POS system as a miscellaneous sale. Tenoroc's inventory was inaccurate and he cited an example that Federal shotgun shells showed Tenoroc sold 2300 too many since Walker ran Tenoroc.

RBD made sales last year up through December however there was a list of very few people to whom he continued to sell ammunition including very close friends and at competitions. Walker did not sell RBD ammunition directly to customers as RBD while actively working at Tenoroc.

Walker stated RBD had not sold Clever ammunition to Tenoroc since April 2014. Shortly after RBD stopped selling to Tenoroc, Cline switched to Parks and Sons who was able to deliver Rio ammunition to Tenoroc until an explosion occurred at the Rio ammunition plant in Tennessee¹². Tenoroc was down to a short amount of ammunition because of a combination of the Rio plant explosion, inability of Federal to provide ammunition, and RBD

¹² According to Walker, the Rio plant explosion resulted in an ammunition supply shortage.

no longer providing ammunition. Walker felt Tenoroc had two weeks supply of ammunition before he had to tell customers to get their ammunition from Wal-Mart.

According to Walker, the problem with Remington was that Tenoroc's cost was about eighty-five dollars and after a mark-up, customers would be paying over a hundred dollars per case. Another problem with ammunition was an overall shortage. Cline asked Walker if he was still in the ammunition business. Towards the end of December of 2013, Walker told Cline that he had "kind of cut all ties" with distributing ammunition and he had just gotten rid of his personal work truck. Cline told Walker that he did not know what they were going to do about ammunition and asked if Walker would be able to obtain any. Walker told Cline that he could always get ammunition. Cline asked about RBD's price and Walker told Cline he would sell ammunition to him for \$62.00 a case and Tenoroc could sell it for \$75.00 a case. Cline asked Walker to provide ammunition to Tenoroc so the facility could at least be able to provide it to shooters.

Walker was upfront with his ammunition business during his interview process in December 2012. Walker was interviewed by Weatherholt, former FWC employee Breanne Strepina, and FWC employee Danan Moxley. In that meeting, Walker was asked about his ammunition business and determined it would not be a conflict of interest. Weatherholt, Strepina, and Moxley knew Walker was part of RBD. Walker also told them about his work as a financial accountant with West Woods AC. During that process Weatherholt knew Walker was a part of the RBD distributors and Walker did not pursue selling ammunition to Tenoroc. Walker stated he did not sell ammunition to Tenoroc from February through November 2013.

When questioned about collecting shotgun hulls and reloading them, Walker stated he did not pick up any of the shotgun hulls. Instead, the shotgun hulls are picked up by shooters or Sherriff Grady Judd's inmate labor crews (Exhibit Seven) and placed in the dumpster (Exhibit Eight).

When asked if he collected the spent brass from handgun ammunition, Walker stated he had no knowledge of handgun and rifle processes and was strictly a shotgun specialist. Walker explained there were tubs of collected brass that got washed by the inmates or weekenders and Weatherholt took the brass to a recycle center as soon as enough collected.

In regards to collecting and reloading shotgun hulls, Walker explained that he did not take the shotgun hulls from Tenoroc nor did he resell reloaded shotgun shells. Walker did not think reloaded shotgun shells could be sold. Walker added that he did not possess the materials it would take to reload including lead, powder, and packaging for resale. All Clever ammunition came new in boxes. Neither Tenoroc nor RBD sold reloading supplies or reloaded ammo. Walker would not want to get his car dirty with the leftover brass or shotgun hulls because they were rusty, watery, and dirty.

Walker did not realize FWC would be concerned with his outside the agency employment until he was asked to complete a *State of Florida Dual Employment and Compensation*

Request in April 2014. Walker filled out a *State of Florida Dual Employment and Compensation Request* for RBD on April 18, 2014, and sent it to Weatherholt by email (**See, Exhibit Ten**).

Walker felt his ammunition sale to Tenoroc through RBD was not a conflict of interest because he was asked by Cline to supply it. Walker added:

"I am not pushing my ammo I am not selling it. If anything if I just wanted to gain from doing it I would have tried from early on, I'd be pushing it to customers, I would be doing everything I could. As I said I thoroughly love what I am doing. I have known a bunch of these people for a very long time. You know I guess I didn't see it as a problem. I could have easily told Bill (Cline) well I know the ammo market I could have easily said well I can't get for anything cheaper than 75.00 dollars. That comes in substantially cheaper than what Bill could of found or John or any of us and I could have easily benefited [sic]."

Walker stated he was responsible for inventory at Tenoroc. Walker printed a daily sales report and made deposits to the Foundation once a week (**See, Exhibit Fourteen**). It was also Walker's responsibility to email the pay request forms and get any invoices for Tenoroc. Front desk employees were responsible for ringing up sales and the range officers were responsible for outside activities.

Walker explained the RBD ammunition was grouped together as a whole while other ammunition types were grouped in categories by the type, like 12 gauge or 20 gauge because Walker sold mostly 12 gauge and only 25-30 cases of 20 gauge ammunition.

Walker added that he may have been naive and did not realize that selling ammunition to Tenoroc through his company, (RBD) was something he should not have been doing as a government employee. **End of Statement**

ADDITIONAL INFORMATION

On December 11, 2013, Weatherholt wrote a letter to Walker's attorney stating that Walker (RBD) was allowed to sell ammunition to FWC and it would not be considered a conflict of interest or violation of any state laws (**See, Exhibit Eleven**). Tenoroc purchased ammunition from RBD and Walker was paid for the ammunition by the Foundation.

A review of the Foundation reimbursements showed that RBD was paid \$2,250.00 for "promotional Clever ammunition" on April 18, 2013, for 36 cases of Clever ammunition. That ammunition was delivered on April 10, 2013, which was prior to the Tenoroc ammunition shortage. The Foundation reimbursed Walker \$69,830 for 1,126 cases of shotgun ammunition in between 4/18/2013 and 4/10/2014. (**Exhibit One and See, Exhibit Thirteen**).

Walker provided information regarding the accounting of Tenoroc sales compared with deposits (**See, Exhibit Twelve**). Walker's information identified errors and refuted some of the numbers associated with the inventory and deposits.

CONCLUSION

Subject Barrett "Dale" Walker: Florida Statutes § 812.014, "Theft"

Which states: *"A person commits theft if he or she knowingly obtains or uses, or endeavors to obtain or to use, the property of another with intent to, either temporarily or permanently deprive the other person of a right to the property or a benefit from the property."*

It was alleged that Walker stole spent ammunition at the Tenoroc Shooting Center¹³ by collecting it from the property, reloading it and then selling it back to the agency for profit. No evidence gathered in this case showed that Walker collected spent ammunition at Tenoroc and then sold the reloaded rounds to the agency. Tenoroc had not purchased reloaded rounds from any vendor including Walker. The shotgun hulls were found to be collected by Sherriff Grady Judd's inmate labor crews and placed in a trash dumpster towards the front of the Tenoroc property. Additionally, the spent brass was collected by range officers and recycled by John Weatherholt. There was no evidence found to support the allegation against Walker. It is the conclusion of this investigation that the allegation is **Unfounded**.

Florida Statutes § 112.313(3), "Doing Business with One's Agency"

Which states, in part: *"No employee of an agency acting in his or her official capacity as a purchasing agent, or public officer acting in his or her official capacity, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for his or her own agency from any business entity of which the officer or employee or the officer's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest."*

Evidence gathered in this case as well as an admission from Walker showed that Walker was conducting business with FWC when he sold Clever shotgun ammunition through his business, RBD Distributors, LLC. (RBD), and was paid for the ammunition by the Wildlife Foundation of Florida¹⁴ (Foundation).

¹³ **Tenoroc Shooting Center** is operated by FWC. Tenoroc has pistol range, rifle range and sporting clay sections open to the public.

¹⁴ The **Wildlife Foundation of Florida** is a nonprofit organization and component unit of the State of Florida and has a conflict of interest policy specifically for the members of the Foundation. The Foundation, however does not mention FWC in its Conflict of Interest Policy (**See, Exhibit Sixteen**).

Walker was hired as the Range Master for Tenoroc on February 13, 2013, with Weatherholt as his direct supervisor and William "Bill" Cline as Weatherholt's supervisor. Walker testified that the FWC employees that interviewed him before hiring him, along with Cline and Weatherholt, all had knowledge of RBD and that his business involved shotgun ammunition sales prior to hiring him.

Walker admitted that he sold Clever ammunition to Tenoroc through RBD and was reimbursed by the Foundation. Walker testified he did not sell Clever ammunition to Tenoroc until management asked him to because there was an ammunition shortage and the facility was in desperate need of ammunition. Walker stopped selling Clever to Tenoroc once it was discovered there may have been a problem with RBD doing business with Tenoroc. A review of the Foundation reimbursements showed that RBD was first paid \$2,250.00 for "promotional Clever ammunition" on April 18, 2013. This payment was for 36 cases of Clever ammunition delivered on April 10, 2013, which was found to be prior to the Tenoroc ammunition shortage reported in this case. The Foundation reimbursed Walker \$69,830 for 1,126 cases of shotgun ammunition in between 4/18/2013 and 4/10/2014.

Cline testified that ammunition was scarce; he scrambled to find ammunition for Tenoroc with Federal, Remington, and Winchester distributors. During his search, Cline testified that he remembered that Walker had connections with Clever ammunition that he was importing from Italy to use in sporting clay events. Cline asked Walker if he could provide ammunition to Tenoroc through RBD. Walker gave Cline a price of \$62.00 a case and Cline had Walker (under RBD) ship Clever ammunition to Tenoroc.

Weatherholt testified that Tenoroc needed ammunition for the facility, but they were not able to get it from their Federal vendor. Weatherholt testified he and Cline discussed buying ammunition from RBD distributors through the Foundation so customers would have ammunition to shoot. Tenoroc purchased ammunition from RBD and Walker was paid for the ammunition by the Foundation. Weatherholt testified that on April 18, 2014, Cline told Weatherholt that Tenoroc was not buying from RBD anymore and that they needed to find other way to acquire 12 gauge shotgun ammunition. Walker testified that he may have been naive and did not realize that selling ammunition to Tenoroc through his company, RBD was something he should not have been doing as a government employee.

Evidence gathered in this case as well as an admission from Walker showed that Walker was conducting business with FWC when he sold Clever shotgun ammunition to Tenoroc through RBD, and was paid for the ammunition by the Foundation. However, management (Cline and Weatherholt) requested and approved Walker to sell ammunition to Tenoroc. Weatherholt wrote a letter to Walker's attorney stating that Walker through RBD was allowed to sell ammunition to FWC and that it would not be considered a conflict of interest or violation of any state laws. The allegation against Walker is **Not Sustained**.

Section 6.1.6(B)(31), IMPP, Disciplinary Standards for Career Service Employees, "Unauthorized Outside Employment."

Which states: *“The holding of secondary employment without written approval, when approval is required in accordance with IMPP 6.6. Requests for approval of outside employment must be on the approved form.”*

IMPP 6.6.2 State of Florida Dual Employment

- A. All FTE and OPS Commission employees seeking State of Florida dual employment or compensation simultaneously from any appropriation other than an appropriation for salaries must submit a request for approval on the **State of Florida Dual Employment and Compensation Request form** to their Division/Office director or his/her designee.

IMPP 6.6.3 Outside State of Florida Government Employment

- A. FTE and OPS employees must obtain prior approval before engaging in outside employment or business activity which involves wildlife, freshwater aquatic life, marine life or includes other duties similar or related to the employee’s job duties that may create a conflict of interest with the Commission.
- B. The employee shall be responsible for submitting the ***Outside State of Florida Government Employment Request form*** to his/her supervisor who shall approve or disapprove the request and forward it through the chain-of-command to the Division/Office director or designee for approval/disapproval. The Division/Office director or designee and Human Resources staff shall have the final approval of outside employment requests. Employment outside state of Florida government will normally be approved unless there is a potential conflict of interest.

It was alleged that Walker failed to complete the required *Outside State of Florida Government Employment Request forms* for his private business. Although Walker claimed Weatherholt had knowledge of RBD prior to his hire, Walker was ultimately responsible to obtain written approval for engaging in business outside of his FWC employment by submitting an *Outside State of Florida Government Employment Request*¹⁵ to Weatherholt. Walker submitted a request after Cline was approached by FWC General Counsel, Bud Vielhauer, at the April 2014 Commission meeting. At Cline’s request, Walker filled out the incorrect form, a *State of Florida Dual Employment and Compensation Request*, for RBD on April 18, 2014. Weatherholt testified he sent Walker’s *State of Florida Dual Employment and Compensation Request*¹⁶ to Cline through interoffice mail on April 21, 2014. Cline testified he did not receive Walker’s *State of Florida Dual Employment Request* from

¹⁵ ***Outside State of Florida Government Employment:*** An employee’s outside business activity for profit, including an activity where a relative receives compensation for the employee’s work.

¹⁶ ***State of Florida Dual Employment:*** Employment in more than one established full-time equivalent position in the Career Service, Selected Exempt Service or Senior Management Service with one or more agencies within the State Personnel System (SPS); or compensation of an employee simultaneously from a salary appropriation and any other appropriation category by one or more agencies within the SPS; or compensation of an employee simultaneously by more than one SPS agency; or compensation for more than one OPS employment within an agency. (A dual employment form is not required for an employee in more than one OPS position if both positions are within the same Division/Office, performing the same job duties, but require different funding sources.)

Weatherholt. Additionally, when questioned in this case, Walker admitted he was also working another job while working at FWC that paid him for financial accounting at his brother-in-law's company, West Woods Air Conditioning. Walker failed to complete and submit the appropriate FWC forms at the time of his employment for approval for either outside the agency employments. The allegation against Walker is **Sustained**.

Subject William "Bill" Cline:

Section 6.1.6(B)(29), IMPP, Disciplinary Standards for Career Service Employees, "Negligence."

Which States: *"The failure to use ordinary or reasonable care, caution, attention, diligence or discretion in the performance of assigned duties and responsibilities."*

Cline testified that ammunition for Tenoroc was scarce and that he scrambled to find ammunition for Tenoroc with Federal, Remington, and Winchester distributors. During his search, Cline testified he remembered that Walker had connections with Clever ammunition that he was importing from Italy to use in sporting clay events. Cline asked Walker if he could provide ammunition to Tenoroc through Walker's private company RBD. Walker gave Cline a price of \$62.00 a case and Cline had Walker (through RBD) ship Clever ammunition to Tenoroc. According to Cline, Tenoroc purchased ammunition from RBD for a few months, towards the end of the 2013 or towards the first part of 2014 until the Commission meeting in April 2014. Foundation reimbursements showed that RBD was paid \$2,250.00 for "promotional Clever ammunition" on April 18, 2013. This payment was for 36 cases of Clever ammunition delivered on April 10, 2013, and Cline's name was listed on the RBD invoice.

Cline testified he considered the Foundation separate from the State of Florida. Cline did not realize the rules that applied to an FWC employee selling directly to the State of Florida would also apply to an FWC employee selling to Tenoroc because the monies paid to RBD for the Clever ammunition were from the Foundation. Cline felt it was his decision to purchase Clever ammunition from RBD. Cline did not know that Tenoroc's business with RBD was a potential conflict until Cline was approached by FWC General Counsel, Bud Vielhauer, with the concern of a potential conflict of interest at the April 2014 Commission meeting.

At Cline's request, on April 18, 2014, Walker filled out a *State of Florida Dual Employment and Compensation Request* for RBD. Weatherholt testified he sent Walker's *State of Florida Dual Employment and Compensation Request* to Cline through interoffice mail on April 21, 2014. Cline testified he did not receive Walker's *State of Florida Dual Employment Request* from Weatherholt.

The facts gathered in this case found that Cline failed to use ordinary or reasonable care, caution, attention, diligence or discretion when he asked his employee, Walker, if he could provide ammunition to Tenoroc through Walker's private business RBD. In addition, Cline failed to use attention when he requested Walker to complete the incorrect form in an attempt to authorize Walker's employment outside FWC. Cline directed Walker to complete the form for State of Florida Dual Employment and should have directed him to complete the form for Outside State of Florida Government Employment.

Additionally, Cline failed to use ordinary or reasonable care, caution, attention, diligence or discretion when he allowed Tenoroc to continue to use a point of sale (POS) system terminal at Tenoroc that was previously used at the Pace Shooting Range (Pace). The system was implemented at Tenoroc with inventory still listed in it from Pace which resulted in an inaccurate inventory at Tenoroc. A comparison of the fifteen types of ammunition on the POS inventory report identified discrepancies for thirteen of the fifteen types of ammunition. The allegation against Cline is **Sustained**.

Subject John Weatherholt:

Section 6.1.6(B)(29), IMPP, Disciplinary Standards for Career Service Employees, "Negligence."

Which States: *"The failure to use ordinary or reasonable care, caution, attention, diligence or discretion in the performance of assigned duties and responsibilities."*

The facts gathered in this case found that Weatherholt failed to use ordinary or reasonable care, caution, attention, diligence or discretion when he wrote Walker's attorney stating that Walker, through RBD, was allowed to sell ammunition to FWC and that it would not be considered a conflict of interest or violation of any state laws. This letter was dated December 11, 2013. Tenoroc subsequently purchased ammunition from RBD and Walker was paid for the ammunition by the Foundation. Weatherholt was Walker's supervisor and had knowledge of Walker's RBD private business involving ammunition distribution. Weatherholt testified that Tenoroc needed ammunition for the facility, but they were not able to get it from their regular vendor. Weatherholt testified he and Cline discussed buying ammunition from RBD distributors through the Foundation so customers would have ammunition to shoot. On December 11, 2013, Weatherholt wrote Walker's attorney stating that Walker through RBD was allowed to sell ammunition to FWC and that it would not be considered a conflict of interest or violation of any state laws. As a result, Tenoroc purchased ammunition from RBD and Walker was paid for the ammunition by the Foundation. Weatherholt approved his subordinate to engage in improper activities. The allegation against Weatherholt is **Sustained**.

EXHIBIT LISTING


1. Foundation Transactions with RBD (Walker)
2. IA-1421 (Audit Advisory)
3. Plastic's receipt from Tenoroc June 30, 2014
4. Tenoroc Inventory
5. Cline email requesting the stop business with RBD
6. Cline email requesting Walker complete a *State of Florida Dual Employment and Compensation Request*
7. Polk County Sheriff's Office Weekend Labor Sheets
8. Photographs of spent ammunition taken by Plastic June 30, 2014
9. RBD Tax Returns
10. Walker's *State of Florida Dual Employment and Compensation Request*
11. Weatherholt's letter to Walker's attorney dated December 11, 2013
12. Walker's email regarding sales reports and deposits
13. Approval for Fund Account Procurement Form and RBD from Exhibit One
14. Foundation Deposits Walker made for Tenoroc
15. Foundation's Conflict of Interest Policy

Investigation Conducted by:




Captain Annie Plastic

Reviewed by:



Major Amy M. Schmidt
Director of Investigations

Reviewed & Approved by:



Mike Troelstrup
Inspector General