

**STATE OF WISCONSIN                      CIRCUIT COURT                      WAUKESHA COUNTY**

STATE OF WISCONSIN  
Plaintiff,

vs.

Brandon A Blankenship  
N91w16208 Junction Way #101  
Menomonee Falls, WI 53051  
DOB: 06/15/1984  
Sex/Race: M/W  
Eye Color: Blue  
Hair Color: Brown  
Height: 6 ft 5 in  
Weight: 172 lbs  
Alias:

Defendant.

DA Case No.: 2017WK001826  
Assigned DA/ADA: Kevin M. Osborne  
Agency Case No.: 17-000404  
Court Case No.:  
ATN:

**CRIMINAL COMPLAINT**

The undersigned, of the Menomonee Falls Police Department being first duly sworn on oath, upon information and belief, states that:

**Count 1: FALSE STATEMENT REGARDING MILITARY SERVICE WITH INTENT TO COMMIT A CRIME**

The above-named defendant between March 1, 2017 and March 11, 2017, in the Village of Menomonee Falls, Waukesha County, Wisconsin, knowingly and with the intent to receive a tangible benefit and with intent to commit or aid or abet the commission of a crime did falsely claim that he was a service member in the military, contrary to sec. 946.78(3), 939.50(3)(h) Wis. Stats., a Class H Felony, and upon conviction may be fined not more than Ten Thousand Dollars (\$10,000), or imprisoned not more than six (6) years, or both.

**Count 2: FALSE STATEMENT REGARDING MILITARY SERVICE WITH INTENT TO COMMIT A CRIME**

The above-named defendant between March 1, 2017 and March 11, 2017, in the Village of Menomonee Falls, Waukesha County, Wisconsin, knowingly and with the intent to receive a tangible benefit and with intent to commit or aid or abet the commission of a crime did falsely claim that he was a service member in the military, contrary to sec. 946.78(3), 939.50(3)(h) Wis. Stats., a Class H Felony, and upon conviction may be fined not more than Ten Thousand Dollars (\$10,000), or imprisoned not more than six (6) years, or both.

**Count 3: UNAUTHORIZED USE OF AN ENTITY'S IDENTIFYING INFORMATION OR DOCUMENTS**

The above-named defendant between March 1, 2017 and March 11, 2017, in the Village of Menomonee Falls, Waukesha County, Wisconsin, did intentionally use identifying information or documents, the name, of The United States Marine Corps to obtain anything of value or

benefit without the entity's authorization or consent by representing that he was the entity or was acting with the authorization or consent of the entity, contrary to sec. 943.203(2)(a), 939.50(3)(h) Wis. Stats., a Class H Felony, and upon conviction may be fined not more than Ten Thousand Dollars (\$10,000), or imprisoned not more than six (6) years, or both.

#### **Count 4: UNAUTHORIZED USE OF AN ENTITY'S IDENTIFYING INFORMATION OR DOCUMENTS**

The above-named defendant between March 1, 2017 and March 11, 2017, in the Village of Menomonee Falls, Waukesha County, Wisconsin, did intentionally use identifying information or documents, the name, of The United States Marine Corps to obtain anything of value or benefit without the entity's authorization or consent by representing that he was the entity or was acting with the authorization or consent of the entity, contrary to sec. 943.203(2)(a), 939.50(3)(h) Wis. Stats., a Class H Felony, and upon conviction may be fined not more than Ten Thousand Dollars (\$10,000), or imprisoned not more than six (6) years, or both.

**PROBABLE CAUSE:** And prays that the defendant be dealt with according to law; that the basis for complainant's charge of such offense is: Based upon the investigative reports of Officers Brooks, Von Bank, Martin, Cychosz and Duffy, all of whom your complainant has worked in the past and knows to be truthful and reliable.

Brooks reports indicate that on March 11, 2017, he was dispatched to N91 W16170 Junction Way, in the Village of Menomonee Falls, Waukesha County, Wisconsin, in an attempt to locate a stolen 2017 Toyota 86. The vehicle had allegedly been obtained fraudulently from Casey Toyota located in Williamsburg, Virginia. He was advised that the operator of the vehicle and the person who had obtained the vehicle was a Brandon Blankenship, the defendant. While checking the Junction Way Apartments parking structure, he was unable to locate the vehicle, but did make contact with a Brett Boman. Boman indicated he was aware of the vehicle in question and that it had left 30 to 40 minutes prior to Brooks arrival. He also indicates that he works for Heiser Toyota and at approximately one week prior, the same subject had purchased a \$43,000.00 Toyota 4-Runner, as well as having approximately \$1000.00 of work done on the 2017 Toyota 86 by adding after-market struts to the vehicle and that he had paid for both after-market work as well as the 4-Runner with a worthless check. While exiting the apartment complex, they observed the red Toyota 86 with Virginia temporary plates and did stop the vehicle. The vehicle was driven by Brandon Blankenship and he was taken into custody. Brooks also spoke to Chad Ellis of the Toyota dealership in Williamsburg, Virginia, who stated that Blankenship had come into their dealership on February 25, 2017 and was requested to purchase the vehicle. He completed paperwork and registration with a temporary plate. Blankenship signed a promissory note stating he would return within 24 to 48 hours with a cashier's check from his bank for the purchase price of the car of approximately \$35,000.00. He indicates that Blankenship never returned with the money and the vehicle was reported as stolen. Blankenship subsequently admitted that he had in fact fraudulently taken the vehicle from the dealership.

It was also found that Blankenship had two outstanding felony warrants. One from York County, Virginia for the theft of automobile from Casey Toyota, as well as one through the Board of Probation and Parole of Harrisburg, Pennsylvania where he was on supervision in the State of Pennsylvania and had violated his rules of supervision.

Brooks reports indicates he subsequently spoke to Heiser Toyota General Manager Patrick Pomeranz and verified what they had previously been told, that Brandon Blankenship had purchased a vehicle as well as had service work done and that he had presented two different fraudulent checks to pay for the service and the vehicle.

Cychosz's reports indicate that on March 11, 2017, he was asked to go to N91 W16170 Junction Way regarding fraudulent activity at the apartment complex at that location. He was asked to go there by Detective Martin who explained that information was provided by the management at the Junction apartment complex and Blankenship may be involved in some type of fraudulent activity in regards to rental units at the complex. He also stated that Blankenship had given permission to officers to search his apartment, Unit 101, as well as his storage unit in the lower garage in that building assigned to his apartment, storage Unit 42. Cychosz indicates that found in the apartment were a number of items, including a computer, software discs for printers and computers on how to print checks from a personal computer, several pieces of paper that appeared to purportedly be check paper with a Navy Federal Credit Union information affixed to them, paperwork on what appeared to be basic pay for military service members and/or their families based on service time and rank, a t-shirt that was black in color and short sleeved that had a screen printed emblem of the badge stating US Marine Corps Military Police with MSGT. B.A.Blankenship directly below the badge emblem. On the back side of the shirt in white print was "US Marine Security Forces." Paperwork showing listings for one and two bedroom apartments at the Junction apartment complex, their square footage, monthly rent amounts, and the names and phone numbers of purported members of the United States Marines who are interested in or planning to, rent apartment units at the facility. It was not believed that Blankenship is in the military and that the rental scheme was some sort of fraudulent activity. More information was found in the storage closet for the rental complex as well as 20 separate packets containing different unit or apartment numbers and within their contents, blank lease agreements that were believed to be United States Marines that were purported by Blankenship to be renting the units at the complex. Also was found, a lease agreement through Brook Furniture Rental in Brookfield, Wisconsin, these furniture rental agreements appeared to have been made by Blankenship and it was later confirmed that Blankenship had rented the furniture in the apartment that he was residing in through this company.

Martin's reports indicate that he subsequently spoke to Jeff Ryan, the manager for the Junction apartments. Ryan advised that Brandon Blankenship had agreed to lease 20 apartments under the premise that he was a platoon leader for the United States Marine Corps and needed the apartments to rent for numerous Marines. Purportedly the United States Department of Defense would be paying Junction for the rent on all 20 units. Blankenship advised that security deposits and first month's rent would be forthcoming in the form of check from the United States Department of Defense. He stated Blankenship did not show any documentation of his status as a member of the Marine Corps, but did verbalize that he is a representative of the United States Department of Defense as a platoon leader for the Marine Corps Security Services Division. He advised that the remaining tenants for the other 19 departments would be arriving on or about Saturday, March 11, 2017. He was planning on providing the keys to the other 19 apartments to those tenants upon their arrival. He also stated Blankenship had showed him the vehicle he purchased from Heiser Toyota and indicated that it had been towed from the lot on March 10, 2017. Blankenship also claimed he was married and had a three year old child who would be living at the apartment with him. He stated that he granted Blankenship an apartment under the false impression that he was a member of the United

States Department of Defense/United States Marine Corps and that funds would be forthcoming from the Department of Defense and/or the Marine Corps for the apartments. Martin also subsequently spoke to a Jennifer Manuel who indicated she was Blankenship's girlfriend. Manuel subsequently came to the Menomonee Falls Police Department and spoke to Martin. She stated that she and Blankenship had known each other for 15 years and that they met via chat group on AOL. She stated that he came to visit her the year they met when she was 17 years old. She stated they have kept in contact for the last 15 years excluding a five year period of time when she got married and had three children. She stated that she and Blankenship were planning on starting a life together after he was released from prison. She stated Blankenship was released from prison in February and she was in contact with him through handwritten letters while he was in prison. She states he agreed to move to Menomonee Falls in order to start a relationship with a plan of her leaving her husband to be with him. She stated she and Blankenship love each other and were planning on creating a relationship in person and ultimately getting married. She did indicate she had no knowledge of Blankenship purchasing and driving fraudulently obtained, and/or stolen vehicles. She believed Blankenship had a large amount of money in his bank account and purchased the vehicles with money from those accounts.

Martin also spoke to Blankenship. Blankenship agreed to speak to Martin after being read his Miranda Rights. He stated that he had borrowed a vehicle for \$2500.00 cash and drove it to Menomonee Falls. He was taught how to write fraudulent checks by purchasing a computer, a printer and check writing software by a person he met in prison. He stated he manufactured three checks from the Navy Federal Credit Union in which he fraudulently used an Associated Bank routing number. Blankenship admitted writing the fraudulent check to Heiser Toyota to purchase a 2017 Toyota 4-Runner as well as writing another check to Heiser Toyota for \$1000.00 to have work done on the 2017 Toyota 86 that he had stolen from Williamsburg, Virginia. He had the third check in his possession and had not passed it yet at the time of his arrest. It was subsequently learned that he was going to go to Heiser Toyota and purchase another vehicle for a friend. He also admitted to opening bank accounts at Associated Bank, First Financial Center and Guaranty Bank. He stated he took two of the starter checks from Associated Bank and wrote them to himself for \$350.00. He had cashed one of them at the First Financial Center and one at Guaranty Bank. He stated he used the \$700.00 to buy food and various things for the apartment including clothes from Kohl's, a sound system from Best Buy and other household items. He stated he did not have any money when he got out of prison, so he had to write bad checks to get back on his feet.

He stated he had come to Menomonee Falls to be with his girlfriend, Jennifer Manuel and that they were planning on getting married and living together. He admitted to running 20 apartments from the Junction under false pretenses claiming he was a Platoon Leader for the United States Marine Corps and that 20 Marines would be coming to the Junction to rent the apartments on March 11, 2017. He stated that when the Marines did not arrive on March 11, 2017, he was planning to tell the Junction staff that they were delayed and it would be another 30 days before their arrival. He also stated that he rented furniture from Brook Furniture Rental to make his façade look more realistic to the Junction Management. He stated he had no intention of renting the apartments to other people for financial gain. He stated he knew the Junction Management staff would not turn over keys to the apartments that he had signed leases for without the actual tenants being present. He admitted to signed 20 lease agreements under the façade that the United States Department of Defense would be paying for all 20 apartments, including his.

Martin also spoke to Brook Furniture Rental District Manager Caroline Ferroly. She advised that Brandon Blankenship was very believable, but very forceful in his request while dealing with the Brook Furniture. She stated that several rental agreements were filled out and signed by Blankenship. She stated he presented Military ID during the rental agreement process. The agreement was for numerous furniture rentals for five separate apartment with the agreement of the funds coming from the United States Department of Defense. Blankenship provided a letter of intent from the United States Department of Defense that was manufactured by him. It was noted in looking at this, that in fact the top of the letter states, "United States Department of Defense-Department of the Navy, United States Marine Corps." In this form, the word United is spelled wrong, being spelled Unitede. This form was purportedly authorizing Blankenship to transfer funds to Brook Furniture Rental by his Unit Leader, E. Casey.

Von Bank's reports indicate that Caroline Ferroly subsequently indicated that the rental time loss on the furniture that was delivered cost Brook Furniture Rental \$4,452.00 and that the sales team and driver/distribution labor loss was \$8,544.00.

Junction apartments also subsequently indicated that they were out a substantial sum of money for the 20 apartments that they had held for Blankenship and specifically were out almost \$2,000.00 for the apartment that Blankenship had actually lived in.

Based on the foregoing, the complainant believes this complaint to be true and correct.

KMO/rcc

EXT=CODE 2

Subscribed and sworn to before me on  
03/17/17

Electronically Signed By:

Abbey Nickolie

Assistant District Attorney

State Bar #: 1092722

Electronically Signed By:

Lieutenant Kevin Von Bank

Complainant