Rough Arrest Only ☐

ARREST / NOTICE TO APPEAR
Juvenile Referral Report

1. Arrest 2. N.T.A. 3. Request for Warrant 4. Request for Capias | 1 | Juvenile ☐

ADMIN

OBTS Number	Agency ORI Number	Agency Name	Agency Report Number
	FL0500000	PALM BEACH COUNTY SHERIFF'S OFFICE	06- 16-085315

Charge Type: Check as many as apply. ☒ 1. Felony ☐ 2. Traffic Felony ☐ 3. Misdemeanor ☐ 4. Traffic Misdemeanor ☐ 5. Ordinance ☐ 6. Other

Weapon Seized/Type (1. Yes 2. No) | Multiple Clearance Indicator

Location of Arrest (Including Name of Business) | Location of Offense (Business Name, Address): **2807 S. Military Trail, West Palm Beach, Florida 33416**

Date of Arrest	Time of Arrest	Booking Date	Booking Time	Jail Date	Jail Time	Location of Vehicle

DEFENDANT

Name (Last, First, Middle): **Hallenbeck, Philip (PJ)** | Alias (Name, DOB, Soc. Sec. #, Etc.)

Race (W - White, B - Black, I - American Indian, O - Oriental/Asian)	Sex	Date of Birth	Height	Weight	Eye Color	Hair Color	Complexion	Build
W	M	12/16/1965	6'1	200	brown	brown	med	med

Scars, Marks, Tattoos, Unique Physical Features (Location, Type, Description) | Marital Status: **Married** | Religion | Indication of: Y N Unk. — Alcohol Influence ☐ ☐ ☒; Drug Influence ☐ ☐ ☒

Local Address (Street, Apt. Number)	(City)	(State)	(Zip)	Phone	Residence Type (1. City 2. County 3. Florida 4. Out of State)
6484 Robinson Street	Jupiter	Florida	33458	(561) 373-5755	

Permanent Address (Street, Apt. Number)	(City)	(State)	(Zip)	Phone	Address Source
Same as local				( )	DAVID

Business Address (Street, Apt. Number)	(City)	(State)	(Zip)	Phone	Occupation
N/A				( )	N/A

D/L Number, State	Soc. Sec. Number	INS Number	Place of Birth	Citizenship
H451670654560	[redacted]		New York	USA

CO-DEF

Co-Defendant Name (Last, First, Middle)	Race	Sex	Date of Birth	
				☐ 1. Arrested ☐ 2. At Large ☐ 3. Felony ☐ 4. Misdemeanor ☐ 5. Juvenile
				☐ 1. Arrested ☐ 2. At Large ☐ 3. Felony ☐ 4. Misdemeanor ☐ 5. Juvenile

VENILE

☐ Parent ☐ Legal Custodian ☐ Othe — Name (Last) (First) (Middle) | Residence Phone

Address (Street, Apt. Number) (City) (State) (Zip) | Business Phone

Notified by: (Name)	Date	Time	Juvenile Disposition (1. Handled/Processed within Dept. and Released 2. TOT HRS/CYF 3. Incarcerated)

Released To: (Name)	Relationship	FCIC/NCIC	Date	Time

The above address was provided by defendant and/or defendant's parents. The child and/or parent was told to keep the Juvenile Court Clerk's Office informed of any change of address:
☐ Yes, by: (Name) ☐ No: (Reason)

School Attended | Grade

CODE

Recovery Information
0. N/A 1. Voluntary 2. Located Not Returned 3. Hospitalized 4. HRS Custody 5. Law Enforcement Custody 6. Returned to Parent 7. Deceased 8. Other

Drug Activity N. N/A P. Possess S. Sell B. Buy T. Traffic R. Smuggle D. Deliver E. Use K. Dispense/ Distribute M. Manufacture Produce/ Cultivate Z. Other

Drug Type N. N/A A. Amphetamine B. Barbituate C. Cocaine E. Heroin H. Hallucinogen M. Marijuana O. Opium/Deriv. P. Paraphernalia/ Equipment S. Synthetic U. Unknown Z. Other

CHARGE

Charge Description	Counts	Domestic Violence	Statute Violation Number	Violation of ORD #
Grand Theft	1	☐ Yes ☒ No	812.014 (1 and 2b)	

Drug Activity	Drug Type	Amount/Unit	Offense #	Warrant/Capias Number	Bond
			16085315		

Charge Description	Counts	Domestic Violence	Statute Violation Number	Violation of ORD #
Uttering a Worthless Check	2	☐ Yes ☒ No	832.05 (2)	

Drug Activity	Drug Type	Amount/Unit	Offense #	Warrant/Capias Number	Bond
			16085315		

Charge Description	Counts	Domestic Violence	Statute Violation Number	Violation of ORD #
Obtaining Property for a Worthless Check	1	☐ Yes ☒ No	832.05 (4)	

Drug Activity	Drug Type	Amount/Unit	Offense #	Warrant/Capias Number	Bond
			16085315		

Charge Description	Counts	Domestic Violence	Statute Violation Number	Violation of ORD #
		☐ Yes ☐ No		

Drug Activity	Drug Type	Amount/Unit	Offense #	Warrant/Capias Number	Bond

NOTICE TO APPEAR

☐ Instruction No. 1 Mandatory Appearance in Court
☐ Instruction No. 2 You need not appear in Court but must Comply with instructions on reverse side.

Location (Court, Room Number, Address)

Court Date and Time — Month Day Year Time A.M. P.M.

I AGREE TO APPEAR AT THE TIME AND PLACE DESIGNATED TO ANSWER THE OFFENSE CHARGED OR TO PAY THE FINE SUBSCRIBED. I UNDERSTAND THAT SHOULD I WILLFULLY FAIL TO APPEAR BEFORE THE COURT AS REQUIRED BY THIS **NOTICE TO APPEAR**, THAT I MAY BE HELD IN CONTEMPT OF COURT AND A WARRANT FOR MY ARREST SHALL BE ISSUED.

Signature of Defendant (or Juvenile and Parent/Custodian) | Date Signed

ADMIN.

HOLD for other Agency
Name:
☐ Dangerous ☐ Resisted Arrest
☐ Suicidal ☐ Other:

Signature of Arresting Officer: X Victoria Egert
Name of Arresting Officer (Print): **Detective V. Egert** I.D. #: **7246**
Intake Deputy | I.D. # | Pouch #
Transporting Officer | I.D. # | Agency: **PBSO**

Name Verification (Printed by Arrestee) (PRINT) _____
Witness here is subject signed with an "X".

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DISTRIBUTION: 1st WHITE - COURT 2nd WHITE - RECORDS GREEN - STATE ATTY. YELLOW - CID PINK - JAIL (Rough Arrest) GOLD - DEFENDANT (Misd.) or BLOTTER (Felony)

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PALM BEACH COUNTY SHERIFF'S OFFICE
PROBABLE CAUSE AFFIDAVIT

OBTS
Charge Type: [ ] 1. Arrest [X] 3. Request for Warrant [ ] Juvenile
[ ] 2. N.T.A. [ ] 4. Request for Capias

Agency ORI Number FL0500000 **Agency Report: 16-085315**

Charge Type: [X] Felony [ ] Misdemeanor [ ] Ordinance
[ ] Traffic Felony [ ] Traffic Misdemeanor [ ] Other

Defendant 1: Heather Hallenbeck Race: W Sex: F DOB: 02/21/1966
Home Address: 6484 Robinson Street, Jupiter, Florida, 33458
Home Phone: 561.529.7001

Defendant 2: Philip Hallenbeck Race: W Sex: M DOB: 12/16/1965
Home Address:v 6484 Robinson Street, Jupiter, Florida, 33458
Home Phone: 561.373.5755

Charge(s):

1. **Grand Theft**
2. **Uttering a Worthless Check**
3. **Obtaining Property for a Worthless Check**

Victim: Danny Goldenberg Race: W Sex: M DOB: 05/04/1982
Local Address: 2807 S. Military Trail, West Palm Beach, Florida 33416
Local Phone: 561.582.7411

The undersigned certifies and swears that he/she has just and reasonable grounds to believe, and does believe that the above named:

[ ] committed the below acts in my presence.
[ ] confessed to Detective ( ) admitting to the above facts.
[ ] was observed by _____ who told _____ that he/she saw the arrested person commit the below acts.
[X] was found to have committed the below acts, resulting from my (described) investigation.

On the 18th day of July, 2016 at 1:30 [ ] A.M. [X] P.M.

The victim, Danny Goldenberg, owner of Marine Connection, LLC., located at 2807 South Military Trail, West Palm Beach, Florida 33415, reported a Theft/Fraud affiliated with the purchase and sale agreement conducted by the primary suspects, Heather and Philip, (a.k.a. PJ) Hallenbeck. On or about May 5th of 2016, the

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Hallenbeck's came to Marine Connection in search of a boat for purchase. Initial contact with the Hallenbecks was made with Goldenberg's sales manager, Jess Somero, who assisted the Hallenbecks throughout the duration of their search and sale/purchase process of a boat. After approximately one week, the Hallenbecks decided on a 2016, blue in color, Sportsman Heritage 231 Center Console, (HIN SMNSH667D616), with a Yamaha four stroke engine, (S/N 6FRX-1001374), and 2016 EZ-Loader trailer (VIN 1ZEVABSG2GA014167). On 05/11/2016 a purchase agreement was drafted by Somero and signed by the Hallenbecks, after they uttered a $2,000 check, (# 1025), dated 5/11/16, and made payable to Marine Connection, on the TD Bank checking account, (#[redacted]), belonging to Philip Hallenbeck of 6484 Robinson Street, Jupiter Florida 33458, as a down-payment for the aforementioned boat. On 05/12/2016 Goldenberg deposited Check #1025 into the business's TD Bank account. On 05/17/2016, the Hallenbecks returned to Marine Connection and uttered check # 1026 in the amount of $68,487, drawn on the same aforementioned TD Checking account belonging to Philip Hallenbeck, dated 5/17/16, and made payable to Marine Connection. On this same date, the Hallenbecks took possession of the aforementioned boat and Somero initiated the process of transferring the title and registration into the Hallenbecks name. On 05/18/2016 check #1026 was deposited into Marine Connections TD Bank account. On 05/19/2016, the original check #1025, was returned in the mail for reasons of insufficient funds. Goldenberg later verified via his own TD bank account that the insufficient check (#1025), was actually discovered/confirmed by TD on 05/13/2016, however he was unaware of the incident until the original check was received in the mail. Somero immediately made contact with the Hallenbeck's who informed him at the time that it was an error on the banks behalf, and the funds are available, therefore gave authorization for Marine Connection to proceed with re-depositing the same check (#1025). Due to the fact that it is not uncommon for them to receive checks with insufficient funds, (which is typically resolved by the client/purchaser immediately), Marine Connection representatives did not feel it was suspicious at the time, particularly because the Hallenbeck's informed them that the issue with the check and available funds was resolved almost immediately, (which is consistent with past customers in similar situations). However, on this same date of 05/19/2016, Goldenberg received notification from TD Bank that check #1026 was now returned for reasons of insufficient funds. Both Goldenberg and Somero made efforts to reach the Hallenbeck's by phone, however, they would only respond and/or communicate via text messages. On 05/20/2016, check #1025 was returned a second time for reasons of insufficient funds. Goldenberg notified the Hallenbecks again of the most recent returned check, which they became increasingly less cooperative and would respond minimally with various excuses. On 05/24/2016 Marine Connection re-deposited check #1026 and again received notification from their TD bank the following day, (05/25/2016) that check # 1026 was returned again for reasons of insufficient funds. Due to the Hallenbeck's evasiveness and lack of effort in rectifying the financial hindrance, Goldenberg became increasingly concerned with the Hallenbeck's ability to pay for the boat, which at that point in time was already registered and titled in the Hallenbeck's name.

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On 05/26/2016, Heather Hallenbeck asked for Marine Connection's wiring information, which they supplied. On or about this same date, Somero and Goldenberg received a text picture of a handwritten EFT and Bank Wire Authorization application from Heather Hallenbeck's phone number, drawn on a Fidelity Investment Bank account. Later that same date they received a forwarded copy of an automated/computerized confirmation of an Electronic Funds Transfer (EFT), from Heather Hallenbeck, which provided a confirmation number of "XJ7814-12," drawn on a Fidelity Investment Individual Cash Management Account belonging to "Heather Hallenbeck, FBO Cruz Hallenbeck," account number '[redacted]." The EFT indicated a transfer in the amount of "$70,487.88" was routed directly into Marine Connections TD bank account, "Super Boats and Yachts, LLC, DBA Marine Connection, Account # ****[redacted], bank routing # [redacted]." Goldenberg was informed by his TD bank representative, that an EFT, (opposed to a wire transfer), allows up to five business days as a grace period before the funds potentially reach the recipients account, however, typically it only takes two days for the transfer to complete. Based on Hallenbecks prior history of failing to produce a check with sufficient funds, he notified law enforcement as a precautionary measure, in the event that he failed to receive the funds from the EFT from the Hallenbeck's. On 06/03/2016, Detective R. Baker responded to Marine Connection where the incident was initially documented as a Civil Matter, due to the fact that it was unknown at the time if the Hallenbeck's were intentionally committing Fraud, or if it was an error on behalf of the banking establishments involved. Additionally, at the time of Detective Baker's initial involvement, the five business day grace period was not expected to expire until the end of the working day of June 6, 2016. However, on June 4, 2016, Goldenberg sent the Hallenbeck's an email to their known email account of propj1@bellsouth.net, (due to the fact that the Hallenbeck's were no longer responding or communicating by telephone), notifying them that he still had not received the payment/funds from the EFT. He requested that she either provide payment in full, return the boat or provide her attorney's contact information, (as they had previously informed him they had involved). The Hallenbeck's responded via email with the following:

"Robert Murphy
305-985-5993
He will call you this morning to make arrangements for the certified funds today as well as speak with the detective. We gave him all information when we met with him yesterday."

Upon my involvement, on June 7, 2016, contact was made with Goldenberg and Somero at Marine Connection, where a sworn taped statement was obtained. Goldenberg (and Somero), verified the aforementioned facts and incidents. Additionally, they confirmed that they had still not received the EFT payment from the Hallenbeck's Fidelity Investment account. Goldenberg produced photo copies of the Hallenbeck's driver's licenses which were provided during the course of the purchase/sale, the original purchase agreement, the registration and title transfer, the original checks 1025 &1026, (which had been returned to them by TD Bank), a copy of the emailed EFT transfer from Fidelity Investments, (confirmation #XJ7814-12), a photo copy of the handwritten EFT application, and copies of various emails and text messages amongst the Hallenbeck's

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and Goldenberg's and Somero's cellular telephones and email accounts. According to Goldenberg, the Hallenbeck's informed him that he would be receiving payment in full from their attorney, (Robert Murphy), and that he was supposedly going to call him on this date to discuss the issue with receipt of the payment. Goldenberg did confirm that he is willing to prosecute, should he fail to receive payment in full within a timely manner.

On this same date, a photo line-up administered by Detective Carhart, ID 8780, was conducted with Somero, where he was able to positively identify both the Hallenbecks without hesitation and/or delay.

After concluding the statement with Goldenberg and Somero, contact was made with the Hallenbeck's on 06/07/2016, at their home residence of 6484 Robinson Street, Jupiter, Florida 33458. Both Heather and PJ Hallenbeck were at home at the time contact was made and voluntarily invited myself and Detective Carhart into their residence. Additionally both Hallenbeck's voluntarily agreed to provide a recorded sworn statement pertaining to their involvement in this investigation. It should be noted that at the time contact with the Hallenbeck's was initially made, I was still in the process of trying to determine whether or not this was a civil or criminal investigation and/or if the Hallenbecks had intentionally defrauded Marine Connection or if there was an error with the banks. During their statement (which was done simultaneously), the Hallenbeck's said prior to the purchase of their new boat from Marine Connection, they owned another boat, (which at the time, they did not provide a make/model/description of), which had been fraudulently repossessed from their home residence in the early part of April of this year. Heather stated that she was home at the time the boat was being repossessed and had contacted Jupiter Police Department, because they owned the boat outright. Heather made contact with the tow truck driver and began assisting him with taking her property out of the boat. Once the tow truck driver hooked the boat, and left the Hallenbeck's residence, PJ Hallenbeck had returned home and intercepted the driver just down the street from their own residence. At some point during the repossession of their boat Heather stated she made contact with their attorney, "Robert Murphy," a Consumer Litigation Attorney, (which she later verified she was referred to by another friend/attorney, "Stuart Gardner") who advised them to let the boat go. The Hallenbecks later provided the contact number for Robert Murphy of "305-985-5993" and Stuart Gardner of " 305-902-2556," (via text message to myself and to Goldenberg). Additionally Jupiter Police Department was also contacted by the Hallenbeck's, and did respond to the scene, (later investigation revealed an Event Reference number 16-089423). The Hallenbeck's stated that through their attorney, Robert Murphy, they received a settlement in the amount of $59,000 as a result of the fraudulent repossession of their boat, (which was later identified as a 25' DDX, Hull Identification number DDXPR420H001). The Hallenbeck's opened a TD Bank account specifically for the purpose of having the funds (from their attorney) wired into their account, so they could purchase a new boat from Marine Connection. Furthermore, they transferred funds from another (unmentioned) bank account into the TD account, to cover the difference. According to PJ Hallenbeck's he went to TD Bank and obtained a printout verifying the funds were available. PJ Hallenbeck produced a copy of the printout that he stated he

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received from TD Bank which appeared to have the standard TD Bank logo and provided the following information: "Welcome, Philip, Today is 5/17/2016 1:22 PM, Its easy with Android Pay and your TD Bank Visa card, See how. Deposit Accounts, Balance Print, TD CONVENIENCE CHECKING [redacted] $69,916.20, Total Available Balance of Deposit Accounts $69,916.20"checking account number [redacted] (same account in which the two aforementioned checks, #'s [redacted] were drawn on), had a total available balance of $69,916.20. Once they confirmed the funds were available in their TD Bank account, the Hallenbecks verified using the said funds to purchase their new boat with Marine Connection by uttering both checks 1025 and 1026 for the aforementioned amounts to Marine Connection from their TD checking account. The Hallenbecks stated that although they were aware that the two aforementioned checks they had uttered to Marine Connection had been returned for reasons of insufficient funds, they were being told by both TD Bank and their attorney that the funds were available in their account. At the time of the statement, the Hallenbecks were unable to advise on the name of the Tow Company and/or Finance company in which they were involved in a civil litigation with, however they did provide their attorney's name and telephone number. Additionally, contrary to the evidence produced by Goldenberg, Heather Hallenbeck stated she sent Marine Connection a still photograph an EFT she made from their Fidelity Investments account, into their own TD Bank account, as a form of proof that they had available funds to purchase the boat, but denied ever sending them the handwritten application and/or the actual EFT. This statement was inconsistent with the documents produced by Marine Connection, who provided copies of both the application and the EFT from Fidelity Investments, which also contained a confirmation number, (XJ7814-12), from the Hallenbeck's known email address, propj1@bellsouth.net, (which "PROPJ1" is also the license plate number on their registered white Ford pickup truck). When Heather stated that she sent Marine Connection their Fidelity Investment account information, PJ responded to her stating, "I never authorized that!" Throughout their statement, the Hallenbecks were adamant that they have/had the available funds to purchase the boat, even without the funds from the settlement agreement. During the interview, I requested the Hallenbeck's produce documentation affiliated with the fraudulent repossession of their previous boat, as well as the settlement agreement and/or any other paperwork in which they received from their attorney. At the time, they were verbally willing to comply with any requests and produce any forms of documentation in an effort to resolve the financial issue affiliated with the sale/purchase of their boat from Marine Connection.

After concluding the statement with the Hallenbecks, I forwarded a copy of the letterhead produced by the Hallenbecks verifying their available balance. TD Bank indicated the verification of funds letter, produced by the Hallenbeck's was not a standard letter that would come from TD bank. Furthermore, TD Bank typically does not provide the full account number on documents; only the last four. Based on TD Banks response in regards to the authenticity of the letterhead produced by the Hallenbeck's it was suggested that it is not an official/legitimate TD document, despite PJ Hallenbeck stating he received it directly from the bank/branch.

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Shortly thereafter, research was conducted in an effort to locate a Consumer Litigation Attorney by the name of Robert Murphy, based out of Fort Lauderdale, as indicated by the Hallenbecks. A Robert W. Murphy, a Consumer Litigation Attorney of Fort Lauderdale was located and contact was made. Upon speaking with Mr. Murphy, he verbally confirmed that he is not currently nor did he in the past represent the Hallenbecks, despite them producing his name, title, legal specialty, and general Fort Lauderdale location, as the person who represented them (and attained the $59,000 settlement), for the fraudulent repossession of their boat. On the following date, 06/08/2016 a sworn taped statement was obtained from Attorney Robert W. Murphy, Esq., located at 1212 SE 2nd Ave, Fort Lauderdale, Florida. During the course of the statement, again, Mr. Murphy verified that he is not currently nor did he in the past represent the Hallenbeck's, contrary to their statements. Mr. Murphy verified he would typically represent clients in similar situations. Mr. Murphy verified he does not use the telephone number "305-985-5993" which was the telephone number produced by the Hallenbeck's as the number they used to contact and receive text messages from their attorney, "Robert Murphy." Mr. Murphy verified he does not know an attorney by the name of "Stuart Gardner," who the Hallenbeck's stated referred them to Mr. Murphy. Additionally, he stated that if someone were to Google "Attorney's" and "repossessions," his name would pop up directly as a reference or point of contact for persons searching legal representation or council in regards to fraudulent repossessions.

Contact was also made with Jupiter Police Department, in an effort to obtain documentation in regards to the fraudulent repossession of the Hallenbeck's old/previous boat. A review of the Event Report, (#16-089423, call reference # 385), it was verified that the Hallenbecks boat, later identified as a 2001 DDX Vessel, VIN DDXPR420H001), was repossessed, authority of Marlin Financial on 04/07/2016, at 13:22 hours. The tow company effecting the repossessions was identified as Aggressive (AGR) Recovery. Per the logged events, Heather Hallenbeck was home at the time the repossession took place. PJ was returning home just at the time the tow truck was leaving the Hallenbeck's residence, and intercepted the truck by blocking them in the roadway only five houses down from his own residence, (which happens to be a dead end roadway). Jupiter PD was contacted and Officer Kaczwara responded to the scene. Per the event notations, upon the officer's arrival on scene, AGR produced documentation of the repossession. Additionally, PJ Hallenbeck had made contact with his attorney who advised him to let the boat go. Additionally, the owner of AGR was also on scene, and was communicating with the Officer and the Hallenbecks. Based on the officer's notations of the facts and incidents of the repossession, it appeared as though the actual repossession was legitimate.

In addition to the aforementioned event (#16-089423, call reference # 385), Jupiter PD also produced several other reports after conducting both a name and address inquiry of Hallenbeck's and their home residence of 6484 Robinson Street, Jupiter, Florida. It was discovered that the Hallenbeck's have two additional cases in which Heather uttered checks with insufficient funds and/or obtained property/services in return for a worthless check, reference Jupiter PD Case number(s) 14-003614 (arrested on

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03/28/2016) and 16-000586 (Arrest Warrant pending). Although probable cause for Heather's arrest was verified in both of the aforementioned investigations, per the information available on the reports provided by Jupiter PD, PJ's knowledge/involvement in the aforementioned investigations is undetermined.

After discovering this information and what appears to be an ongoing systematic scheme to defraud committed primarily by Heather Hallenbeck, I contacted Heather and asked her to produce several documents to include the settlement statement they received from their attorney in regards to the fraudulent repossessions of their original boat, (and any other paperwork they received), any documentation she received from the tow company, the name of the financial institution who repossessed their boat, and their original boat registration. The purpose of requesting the aforementioned documents and items were to either confirm and/or dispel if the Hallenbecks were potentially victims of a fraudulent scam themselves. Although Heather did eventually email a photograph of a registration, the picture she produced was a blurred vision and did not show any of the vessel (or vehicle's) information, which was necessary at the time to research where the boat was currently being held. As of this current date, Heather Hallenbeck has failed to produce and or comply with any of my requests.

It should also be noted that during this time, Goldenberg maintained communication with Heather Hallenbeck primarily via text messages. Occasionally, a text message would come from the phone number used by PJ Hallenbeck, but he never had actual verbal communication with him, only text. Goldenberg expressed several different times to Heather that they still have not received the funds/payment for the boat in which they purchased.

On or about June 9, 2016, Heather agreed to meet Goldenberg at a TD Bank where she would produce a check for the full amount, and they could verify at the branch location that the funds were available. Soon after making this arrangement, Heather contacted Goldenberg and changed the meeting location to a PNC Branch, because she supposedly had a friend who was going to produce a check for the full amount. Goldenberg waited for over an hour for Heather to show up, after she was continuously sending him text messages confirming she was on her way accompanied by photo texts of her driving on the interstate. Additionally, she sent him text messages which were addressed to her friend "Alli," stating the following, " Alli, Please meet me as soon as upi can with the new check. It's on my desk. The new one has to be made out to Marine Connection. He's pissed and I need to take care of. My check to you is on its way. Plus the interest we talked about. I really appreciate you helping me." Shortly thereafter, Heather did arrive at the PNC Branch location, however "Alli," failed to show up. Heather agreed to meet Danny at the same PNC Branch location on the following date, (June 10, 2016), at 09:30 hours, with Alli present. Heather also agreed to come back to the store, Marine Connection, to discuss payment with both Goldenberg and Somero present at the same time. Goldenberg notified me of this meeting which I was able to attend as well. Upon arrival, Goldenberg and Somero were sitting with Heather Hallenbeck in the conference room, when I joined the conversation. It should be noted

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that at the time this conference took place, I was still attempting to determine if this was a civil or criminal investigation, depending on what Heather had to say, so long as she was willing to speak to me voluntarily and without feeling coerced and/or intimidated. Upon entering the conversation, I made it clear to Heather several times, that she was free to leave at any point and time during the conversation, and that my presence was only to determine if she was willing to discuss why they have failed to produce payment for the boat. Therefore, Miranda Warnings were not read to Heather, as they were unnecessary at that point and time in the investigation. It should also be noted that I left the conversation several times throughout the conversation between Heather and Goldenberg, in an effort to make her feel as though she was not being held there against her will. Additionally most of the conversation was between Goldenberg and Heather, discussing when she can make arrangements to pay for the boat in which she and her husband PJ had purchased and took possession of on 05/17/2016. Goldenberg offered several times throughout the conversation to have her return the boat without penalty, if she and PJ are unable to pay for it. Heather did not provide much of an explanation as to why they have failed to produce the funds for the sale and purchase of the boat. She did however say that her friend, Alli, was going to assist her to make the payment and that she will be cashing out her 401K to repay her friend. During the conversation with Heather, it was made very clear to her that Marine Connection has not been compensated for the boat in which the Hallenbecks took possession of in May and are currently suffering a $70,000 financial loss as a result. At the end of the conversation, Heather agreed to meet with Goldenberg at the same PNC Branch location they were just at, with her friend Alli present.

On June 10, at approximately 10:26 hours, (an hour after the scheduled time she was supposed to meet with Goldenberg), Heather left Somero a voicemail message stating the following, "Hey Jess, its Heather Hallenbeck, just wanted to let you know that I'm waiting on Alli to pick me up and then we're heading your way. I'll give you a call when I'm in the car so you'll know when to expect us. She's coming from Tequesta…" At 11:34 hours she sent Goldenberg a text message that her friend Alli was still not at her residence. At 14:47 hours, she sent Goldenberg at partial text picture of a PNC check, that was drawn on the account of someone with the last name of Mackenzie, in what appeared to read the amount of "fourteen thousand five hundred…" At 16:11 hours, shortly after sending the picture of the check, Goldenberg received another text message from PJ stating "Danny, I signed the title we are bringing the boat back." Goldenberg responded by offering to pick up the boat for them, which PJ replied "Heather is an idiot. I'll deal with her later. I need her to sign the title as well. I won't be there yet, I'll bring to you. I'm driving as fast as I can." "When it's all figured out and final I'll text you. I'll leave in front of your yard if I have to. I need a minute I'm finishing with a client. I'm a painting contractor." During this time, Goldenberg was periodically updating me on the text message correspondances. I also called PJ's telephone number in an effort to find out an approximate time as to when he was going to be returning the boat, which it went directly to voicemail. I received a text message response from PJ's telephone number saying, "Danny and I are working it out thanks for your help." PJ also began communicating with Goldenberg's employee, (Timo), who was waiting in the area near

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the Hallenbecks residence to tow the boat, once they returned home. According to "Timo" PJ continuously changed stories as to where he was, initially saying he was in Hobe Sound, then in Wellington, then saying he still had to remove items from the boat. However, when "Timo" drove past their residence, neither PJ or Heather were outside removing personal items off of the boat.

At this point, it appeared as though PJ and/or Heather Hallenbeck were intentionally trying to mislead and deceive Goldenberg. In one last effort to encourage the Hallenbecks to either return the boat and/or pay in full, I sent both Heather and PJ's cellular telephone the following text message, "I should be clear at this point. Danny is giving you the opportunity to either produce payment in full, or return the boat by no later than 9pm tonight, (at latest), or you will both be charged with grand theft, grand theft auto, and four counts of felony uttering worthless check over $50,000. If you choose to return the boat and are unable to transport it yourself, then contact Danny and he will make arrangements for some to come and get it. If you choose to pay in full, only cash and/or credit will be accepted. I am not interest in discussing this any further with either of you. These are your options and this will be my last discussions with either of you. Should you fail to comply wit his request, multiple felony criminal charges will ensue. Thank you for your cooperation. Det. Victoria Egert PBSO." Neither Heather or PJ responded to my text message. At 20:02 hours, after attempting to call him several times, Goldenberg asked PJ to call him. PJ responded by text message, "I'm taking care of my son, dropping him at a friends. I will be happy to speak with you when I'm done with him...No Dude, you are threatening to arrest me tonight, I need to make arrangements." Goldenberg advised PJ that Tukki was on his way to the Hallenbecks home residence to assist with picking up the boat. PJ responded by saying "...Detective gave us till 900 to pay or return the boat." PJ then sent credit card information via text message as follows: "[redacted], Visa Exp 06/18 CVV [redacted] which Goldenberg advised he could not accept without the credit card and possessor being present, as he has no way to verify who the card belongs to or way of swiping it without the physical card. At 21:00 hours, per my instructions, Timo Tukki, (Goldenberg's employee), went to the Hallenbecks residence, while accompanied by Jupiter Police Officer Marinuchi, (reference Jupiter PD Event # 16-151712), in an effort to give the Hallenbeck's one last opportunity to return the boat, and sign the title back to over to Marine Connection, due to the fact that they have failed on numerous occasions to pay for the boat, as indicated above. Officer Marinuchi, made contact with both Heather and PJ Hallenbeck while on scene. Per Officer Marinuchi, Tukki advised PJ that per their agreement, he was here to pick up the boat. PJ responded by saying, "What agreement, why are you here?" PJ continued to state he never received any text messages and the boat had been paid for in full. The conversation between PJ, Tukki and the Officer took place while in the presence of Heather, who appeared to be in agreement with PJ by nodding her head as PJ spoke, despite having full knowledge that Marine Connection has not been paid for their boat, and verbally stated while in my presence that she was making arrangements with her friend "Alli," to assist with paying for the boat.

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Contact was also made with the tow company, Aggressive Recovery, who was on scene at the time the Hallenbeck's first boat was towed. A sworn taped statement was obtained from the recovery driver, Roger Bollier and office manager, Suzanne Cartier in which the following incidents were discussed:

They received an order of repossession from Marlin Financial, for a, 2001, 25 foot, DDX, VIN DDXPR420H00100000, on 04/07/2016. While on scene, Bollier stated that he was in the process of hooking up the boat, when 'the wife,' (Heather), came outside and began assisting him in removing personal items from the boat. All the while Heather kept urging Bollier to hurry before her husband returned home. Bollier was able to hook up the boat and drove approximately 5 houses down the road when he was intercepted by PJ Hallenbeck who blocked him in the roadway with his vehicle/truck. During this time, Jupiter Police Department was contacted and responded to scene, in addition to the owner of Aggressive Recovery, (Christian W. Burns), where documents (the order of repossession), were produced to prove authority to repossess. Copies of the orders were provided during the sworn taped statement, which clearly indicated that both Heather and PJ Hallenbeck did default on a loan agreement with Marlin Financial, after a lien was placed against the boat. Once in the possession of Aggressive Recovery, the boat was placed on a temporary hold at their impound lot allowing the Hallenbecks an opportunity to make a payment towards their loan agreement with Marlin Financial. Per Aggressive Recovery, the Hallenbecks made no effort pick up their boat or make a payment towards their loan agreement, thus, the boat was returned to Marlin Financial who in turn sold it at auction.

Based on the Hallenbecks inconsistent statements and apparent lack of cooperation, several subpoenas were requested and later obtained in an effort to determine the legitimacy and/or deception of their statement(s)/involvement and/or criminal intent to deprive Marine Connection of their property/funds. The following are the subpoenaed items requested and the results/evidence received per the returned certified documents:

1. TD Bank
   a. Copies of any and all account holder information affiliated with TD Bank account #[redacted], (Account Holder Philip Hallenbeck and/or Heather Hallenbeck of 6484 Robinson Street, Jupiter, Florida), for the following:
   b. Monthly statements for the dates of April 1, 2016 through June 7, 2016 including but not limited to any and all wire/EFT transfers, deposits, withdrawals, checks, available balances at times withdrawals were made, available balance at times checks were drawn on the account(s) and current available balance(s).
   c. Copies of Check number(s):
   a. Check #1025 drawn on "5/11/16" made payable to "Marine Connection" in the amount of $2,000
   b. Check #1026 drawn on "5/17/16" made payable to "Marine Connection" in the amount of $68,487
   d. Exact dates checks were deposited and re-deposited into the payees account.

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e. Authorized persons listed on the account and/or any additional TD accounts affiliated with Philip and/or Heather Hallenbeck of Jupiter, Florida with all of the aforementioned requested information as specifically indicated above.

Results: For the TD Account belonging to "Philip Hallenbeck of 6484 Robinson Street, Jupiter Florida, the monthly statement for the dates and statement period of March 19 through April 19, (2016), an ending negative balance of -$995.99, was the indicated account summary. Additionally, a check, (#1026) in the amount of $14,500, dated 02/13/2016, was made payable to "Alli MacKenzie," drawn on the check books belonging to Heather Hallenbeck, (same account number, [redacted]) as Philip Hallenbeck. This check was later returned for insufficient funds, however did not post on the account until the 03/19/16-04/19/16 statement period. For the dates/statement period of April 26-May 25, (2016), revealed a deposit in the amount of $8,024.90 from Marlin Financial, (dated May 3, 2016), leaving a $1,480 balance in the Hallenbecks TD bank account at the time the two checks to Marine Connection were uttered. On 05/11/16 the available account balance was only $414.55, followed by a final balance of $379.55 on 05/13/2016. TD bank did not produce any other records or account information, indicating this is the sole account either of the Hallenbecks hold with TD's financial institution. Copies of the two aforementioned checks made payable to Marine Connection were also provided in addition to the monthly statement which clearly shows when the two checks posted on the Hallenbecks account, and the lack of available funds at the time the checks were written/uttered.

2. Marlin Financial
   a. Copies of any and all account holder information affiliated with Account Holder(s) Philip Hallenbeck and/or Heather Hallenbeck of 6484 Robinson Street, Jupiter, Florida, for the following:
   b. Any and all information/documentation, accounts, applications, titles, loans, liens affiliated with Heather Hallenbeck, (DOB 02/21/1966), and/or Philip Hallenbeck, (DOB 12/16/1965)
   c. Any and all information/documentation/outcomes on civil litigations/settlements/ loan defaults, etc., affiliated with Heather and/or Philip Hallenbeck.
   d. Any and all documentation produced by Heather and /or Philip Hallenbeck including driver's licenses, social security cards, billing statements, credit history, etc.
   e. Any and all documented phone conversations/voicemail messages, email(s) and/or written communication with either Heather and/or Philip Hallenbeck and/or their attorney, "Robert Murphy," or any other third party indicating representation of the Hallenbecks, that may be affiliated with any civil matters, defaulted loan/contractual agreements, settlements, etc.

Results: Two loan agreements were provided, one for the Hallenbecks previous boat which was repossed by Aggressive Recovery and the other for a 2011, white in color Ford Pick up truck, VIN 1ftfw1cfxbkd17337, which appeared to be registered to Philip Hallenbeck. As for the loan agreement in regards to the 2001 Concept 25 foot boat, VIN DDXPR420H00100000, (dating 08/07/2015), an automated/computerized credit application was provided in which the phone number "561.529.7011 and email address of H.hallenbeck@yahoo.com," were provided. A loan in the amount of $2000 was being requested, and the Fidelity Investment bank account number [redacted] was provided. A copy of an FPL Billing statement for "Philip J Hallenbeck, email propj1@bellsouth.net, phone number 561.744.5996," was provided in the documents received from Marlin along with a copy of the aforementioned boat title, and both of the Hallenbeck's State of Florida Driver's licenses. The loan indicated the Hallenbecks received a total of $3105.20. The agreed upon terms indicated they Hallenbecks were to make monthly payments in the amount of $283.73. The funds were provided to them via a Momentum Visa

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Prepaid Debit Card, (ending in 9800). Statements were provided for the months of May through July, which showed several withdrawals/charges exceeding well over the loan amount. A letter was also provided in the documents which appeared to be a final notice for a request for payment. The letter was addressed to the Hallenbecks and sent via certified mail to their home residence. The letter indicated they failed to make payments for the months of November, December, January and February, ultimately owing Marlin a total of $2815.60, for the defaulted loan payments. After failing to receive payment in full by the requested date of 02/19/2016, the process of repossession was initiated by Marlin, for the Hallenbeck's boat in which the lien was placed against.

3. AT&T
   a. Records pertain to: Heather Hallenbeck (561-529-7001) AND Philip Hallenbeck (561-373-5755), Information Requested: Verification of subscriber information and all incoming/outgoing telephone calls AND incoming/outgoing text messages from April 1, 2016 and June 8, 2016 affiliated with the phone number(s), "305-985-5993" and "305-902-2556" corresponding with the Cellular telephone of Heather Hallenbeck (561-529-7001) AND Philip Hallenbeck (561-373-5755).

   Results: Current available documentation received was irrelevant to requested subpoenaed items. Currently working with AT&T to resend and verify the aforementioned requested information.
4. Fidelity Investments
   a. Copies of any and all account holder information affiliated with Fidelity Investments Bank account ending in [redacted], (Account Holder Philip Hallenbeck and/or Heather Hallenbeck and/or Cruz Hallenbeck, of 6484 Robinson Street, Jupiter, Florida), for the following:
   b. Monthly statements for the dates of January 1, 2016 through June 7, 2016 including but not limited to any and all wire/EFT transfers, deposits, withdrawals, checks, available balances at times withdrawals were made, available balance at times checks were drawn on the account(s) and current available balance(s).
   c. Any and all information and verification affiliated with EFT transfer confirmation # XJ7814-12, which occurred on or about May 27 of 2016, and/or any similar EFT transfers from affiliated accounts and/or account holders.
   d. Authorized persons listed on the account and/or any additional Fidelity Investment accounts affiliated with Philip and/or Heather Hallenbeck and/or Cruz Hallenbeck of Jupiter, Florida with all of the aforementioned requested information as specifically indicated above.
   e. Specific dates of last/most recent account activity including exact dates of activity and type of activity, financial changes, withdrawals/deposits.
   f. Any and all account information on any EFT transfers (and/or attempts or cancelled transactions) from **ANY** Fidelity Investment account affiliated with confirmation number XJ7814-12 in the amount of $70,487.88 directed to Super Boats and Yachts, LLC DBA Marine Connection, account number ****[redacted], Routing number [redacted]

Results: A one page letter stating: "The records include copies of account statements, refected checks and onine applications. Please note that Fidelity was unable to located the rejected Electronic Funds Transfer of $70,487.80 based n the information provided." The documentation revealed "Philip J Hallenbeck, SSN [redacted], DOB 12/16/1965," as the primary account holder, with a contact phone number of 561.529.7001, email h.hallenbeck@yahoo.com. A letter from "Michael Mignone, of Triple Brick Pavers," was included in the documents sent, in which he provided copies of four checks drawn on the Hallenbecks Fidelity account, which were made

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payable to his company, (all of which were returned), reference Jupiter PD Case number16-000586. As per the monthly statements requested and provided, the Hallenbecks consistently maintained a negative balance in the amount of $152.52 from January 1, 2016 through the requested time/statement period of May 31, 2016, clearly showing the Hallenbecks did not have the available fund in their Fidelity account to purchase the afore described boat from Marine Connection, (contrary to their statements made in the sworn taped statement).

5. Bandwidth, Inc., (c/o RingTo)
    a. Possessor of records: Bandwidth, Inc., (c/o RingTo), Records pertain to: 305-985-5993, Verification of Subscriber information and all incoming/outgoing telephone calls AND incoming/outgoing text messages from April 1, 2016 and June 8, 2016 corresponding with the phone number(s), "561-529-7001" AND "561-373-5755." Any and all additional telephone numbers and subscriber information linked to the telephone number/account of 305-985-5993 and/or 305-902-2556

Results: Received via email, "In response to your request for subscriber information for the telephone numbers 561-529-7001 and 561-373-5755 ONLY, and to the extent requested any time period specified: The number are/were not on the Bandwidth.com<http://bandwidth.com> network during the time frame requested; therefore, we do not have any records to provide. As a courtesy, according to Neustar PortPS, the numbers are/were with Cingular Wireless. In response to your request for subscriber information for the telephone number(s) indicated in the table below, and to the extent requested any time period specified; the number(s) are/were on our network provided to a wholesale customer of record who in turn may have assigned the number(s) to an end user of their services. Therefore, for the number(s) you indicated, for any and all end user information you will need to serve a subpoena/court order/search warrant using the information provided below.The telephone number(s) above is/are VoIP telephone numbers contracted and paid for as part of a larger contract for services with the above named customer of record who have likely assigned the numbers to an end user; therefore, any and all end user information and/or activity information will need to be obtained from the above customer of record. Target Number: Customer of Record 305-985-5993/305-902-2556, Ad Hoc Labs, Inc, (Burner)." This information clearly indicates the telephone number provided by Heather Hallenbeck for her "attorney," was also falsified, due to the fact that it is a non-operating telephone number.

6. Metro PCS
    a. Possessor of records: Metro PCS, Records pertain to: 305-902-2556, Verification of Subscriber information and all incoming/outgoing telephone calls AND incoming/outgoing text messages from April 1, 2016 and June 8, 2016 affiliated with the phone number(s), "305-985-5993" and "305-902-2556" corresponding with the Cellular telephone of Heather Hallenbeck (561-529-7001) AND Philip Hallenbeck (561-373-5755)

Results: As of 07/18, 2016, the requested information has not been received.

7. Bellsouth
    a. Possessor of records: Bellsouth, Records pertain to: Heather Hallenbeck AND Philip Hallenbeck, propj1@bellsouth.net, Verification of Subscriber information and all incoming/outgoing Email correspondence and/or text messages from the dates of April 1, 2016 and June 8, 2016 affiliated with the emails danny@marineconnection.com and/or jess@marinconnection.com and/or phone number(s), "305-985-5993" and "305-902-2556" and/or ""786-210-7221" and/or " 561-762-0484"

Results: As of 07/18, 2016, the requested information has not been received.

On 07/15/2016 I received notification from the victim, (via text message), that Philip Hallenbeck returned the boat to Marine Connection. According to Goldenberg, he believes that

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Philip was served with the civil statutory notice of bad check, on this same date, which included the amount in which Goldenberg intended on suing both Philip and Heather. Upon his arrival at Marine Connection, Philip spoke briefly with Goldenberg and offered him $2000, which Goldenberg declined to accept. Additionally, per Goldenberg, Philip maintained that he was completely unaware that they had not paid for the boat and placed the blame entirely on his wife Heather. He told Goldenberg that Heather is Bi-polar and that she was supposed to receive inheritance money, which she never did. Philip was addiment that he had no knowledge as to the previous meeting with Heather and/or that the funds had never been receive, despite his previous contact with Jupiter PD, text messages, and numerous inconsistancies in his original statement with myself opposed to the received banking statements as per the requested subpoenaed items.

It should be noted that despite Philip Hallenbeck returning the boat on 07/15/2016, it was used several times during the course of their possession of it, (verified via surveilence). Additionally, the Hallenbecks had possession of the boat for almost a full 8 weeks, prior to returning it, all the while failing to pay and comply with Goldenberg's numerous efforts to get them to return the boat and/or finance with them. Since the Hallenbecks have had possessions of the boat, Goldenberg estimates that it has depreciated in value approximately 30 percent less than the original cost/value. As a result, he would be unable to re-sell the boat for the original cost, which he suggests it is now valued at approximately $49,000, pending additional ware and tare.

Therefore, based on the aforementioned facts and investigation, probable cause for the arrest of both Heather Hallenbeck, W/F, DOB 02/21/1966 and Philip Hallenbeck, W/M, DOB 12/16/1965 exist for the following charges:

1. 1 count Grand Theft, (over $20,000)
2. 2 counts Issuing a Worthless Check, (felony)
3. 1 count Obtaining Property for a Worthless Check, (felony)

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State of Florida
County of Palm Beach
The foregoing instrument was sworn to and subscribed before me this 19th day of July 2016 by Detective Victoria Egert who is personally known to me.

Det.

Notary Public/Clerk of Court/Officer (F.S.S. 117.10)
Name of Officer: Detective Joshua Carhart, ID #8780

Victoria Egert

Signature of Arresting/Investigating Officer
Name of Officer: Detective Victoria Egert, ID # 7246