

**FILED**  
**04-27-2020**  
**Clerk of Circuit Court**  
**Monroe County, WI**  
**2020CF000299**

STATE OF WISCONSIN		CIRCUIT COURT	MONROE COUNTY
STATE OF WISCONSIN		Plaintiff,	DA Case No.: 2020MO000676 Assigned DA/ADA: Kevin D. Croninger Agency Case No.: 2019-1913 Court Case No.: 2020CF ATN: DNA taken:
vs.			
YEVGENIY DMITRIYEVICH BLOSHENKO 20401 East Duke Drive Aurora, CO 80013 DOB: 08/25/1984 Sex/Race: M/W Eye Color: Brown Hair Color: Brown Height: 5 ft 7 in Weight: 140 lbs Alias: Also Known As Yevgeniy Dmitriye Bloshenko Also Known As Yegeniy D. Bloshenko Also Known As Yeugeniy Bloshenko Also Known As Yevegeniy D. Bloshenko Also Known As Yevgenity Dmitriyev Bloshenko Also Known As Yevgeniy Bloshenko Also Known As Yevgeniy Demitriyevi Bloshenko Also Known As Yevgeniy Dmitriyevi Bloshenko Also Known As Yevgenty Bloshenko Also Known As Yevgeniy D. Bloshenko Also Known As Yevgnity D. Bloshenko			<b>CRIMINAL COMPLAINT</b>
		Defendant.	

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For Official Use

The undersigned of the Monroe County Sheriff's Department or a designee thereof, being first duly sworn, states that:

**Count 1: RETAIL THEFT - FAILURE TO PAY FOR SERVICE (> \$10,000)**

The above-named defendant on or about Tuesday, November 19, 2019, Monroe County, Wisconsin, as person who obtained a service from a provider, did abscond and intentionally fail or refuse to pay for the service without the service provider's consent and with intent to deprive the service provider permanently of the full price of the service whose value was more than \$10,000, contrary to sec. 943.50(1r) and (4)(c) 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.

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### **Count 2: FELONY CRIMINAL DAMAGE TO PROPERTY**

The above-named defendant on or about Tuesday, November 19, 2019, Monroe County, Wisconsin, did intentionally cause damage to the physical property of another, various items, belonging to C.I. Chase Towing, without that person's consent, whereby said property was reduced in value by more than \$2,500, contrary to sec. 943.01(2)(d) Wis. Stats., a Class I Felony, and upon conviction may be fined not more than Ten Thousand Dollars (\$10,000), or imprisoned not more than three (3) years and six (6) months, or both.

### **Count 3: TRESPASS TO LAND**

The above-named defendant on or about Tuesday, November 19, 2019, Monroe County, Wisconsin, did enter any enclosed, cultivated or undeveloped land of another, other than open land specified in par. (e) or (f), without the express or implied consent of the owner or occupant, contrary to sec. 943.13(1m)(a) Wis. Stats., a Class B Forfeiture, and upon conviction may be subject to a forfeiture of not more than One Thousand Dollars (\$1000).

### **PROBABLE CAUSE:**

Complainant relates that he/she has reviewed incident reports prepared by Sergeant Fritz Degner of the Monroe County Sheriff's Department, a law enforcement officer believed to be truthful and reliable, whose report is modified in part and quoted herein, and which indicates as follows:

#### **Initial Report of Sergeant Degner**

On Tuesday, November 19, 2019 at 9:48 a.m., I responded to 141 W. Cougar Dr. in the Village of Oakdale to meet with Carl and Elsje Chase in reference to a semi-truck and trailer they had towed off the Interstate being removed from their business without the towing service bill having been paid.

When I arrived I met with the Chase's and they told me they had towed a semi-truck and trailer off the Interstate at the 145 MM EB. The truck had been driven off the roadway and was down in a swampy area. The removal required 3 heavy wreckers, a service truck and 2 extra personnel to get the truck and trailer out of the ditch. The semi-unit was towed back to their shop location at 141 W. Cougar Dr. and was parked in the lot on the west side of their building. A heavy flatbed wrecker was left parked alongside the semi-unit. Sometime after 6:00 p.m. on November 18, 2019 and before 7:30 a.m. on November 19, 2019 the truck and trailer were removed from the business property.

The driver of the semi-truck was a Yevgeniy Bloshenko, who was unhappy about the cost of the towing bill, which was \$20,400.00. The Chase's had been in contact on November 18, 2019 with both the insurance company for the

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semi-truck and Liza Transportation, the registered business running the semi-truck. A check of the DOT number shows the number belongs to Hickorytranz, LLC out of Asheville, NC and it is believed this is an owner/operator lease to Hickorytranz.

Elsje took me outside to show me where the semi-unit had been parked. I could see tire marks in the dirt and snow left by the truck. She pointed to the flatbed wrecker that had been parked next to the semi-unit and told me someone had to have brought a heavy wrecker to their business to have pulled the wrecker away from alongside the semi-unit. We then walked around behind their business and the wheel tracks showed the semi-unit was pulled out through there, causing the yard to be rutted up and a tree was run over and broken off. Additionally, a 2003 Chevy Silverado pickup had been struck by whomever backed the heavy wrecker behind the business, damage to the pickup was to the tail gate and passenger side rear fender. The pickup when it was struck was pushed forward into a 2000 Chevy Malibu, causing damage to the rear bumper. I provided a lack of consent and statement form to the Chase's to be completed and returned to me. Later that afternoon, I received an emailed photograph from Elsje of a dump trailer which had also been struck.

When I was originally meeting with the Chase's, Carl informed me that State Patrol had been out at the scene. He provided me with Trooper Mike Larsen's business card. I contacted Trooper Larsen and asked him to send me a copy of his call for service regarding the semi-unit, which he did. I also spoke with Trooper Larsen on the phone and he informed me the incident did not warrant a crash report as any damage to the truck and trailer was minimal, however he did have the contact information for the driver, company and Acord Insurance Company.

On November 27, 2019, I received the lack of consent and statement forms from the Chase's in my email. The total estimate for the loss and damage to the property is as follows:

- Theft of Services for tow bill \$20,400
- Damage to lawn, driveway and trees \$3,550
- Damage to 2003 Chevy Silverado pickup \$5,000
- Damage to 2000 Chevy Malibu \$1,500
- Damage to 1972 Dump trailer \$500

Total Damage and Theft of Services

\$30,950

**End of Report**

**Supplemental Report #1**

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On Tuesday, December 17, 2019 at approximately 8:15 a.m., I was conducting follow up investigation on this fraud case and attempted to contact Luda, the Safety Manager for HickoryTranz, LLC at 312-550-2721. The phone number was provided to me by Trooper Mike Larsen from his original call for service preceding this complaint. The call went through to a generic voicemail box and I was unable to leave a message since the mailbox was full.

I then contacted HickoryTranz, LLC at 828-417-0019, which was the number I found on SAFER Web when I looked up the DOT number from the involved semi-truck. I spoke with Shantol there and explained the reason for my call was about the removal of the semi-truck from the C.L. Chase Towing facility without the bill for the services being paid. She was aware of the incident involving Mr. Bloshenko's truck being towed, but she was not aware the truck had not been released and the towing charges had not been taken care of. I explained to her that because of the tow bill not being paid and the damage done to the C.L. Chase's facility and property the theft of services and damage amounted to almost \$31,000. I let her know that if criminal charges were forwarded the amounts rose to a felony status. She told me that a person named Jack would more than likely be handling the matter. She also gave me the number I had called and said I could give that to Elsje Chase to contact them.

After I completed my call with Shantol, I called Elsje and provided her with the information to call Shantol, which she said she was going to do.

I received several email messages though out the day that Luda had tried to call me back as well as receiving an email from Nick Darman regarding my phone call to Shantol earlier in the day. I attempted to call Luda back after coming on duty and got the same generic voicemail box, which I was still unable to leave a message on due to mailbox being full. I then responded to the email from Mr. Darman and explained the situation to him in my response.

End of Report

Investigation continues

### **Supplemental Report #2**

On Friday, February 28, 2020 at 5:11 p.m., I spoke with Yevgeniy Bloshenko in reference to his semi-truck being towed off Interstate 94 by C.L. Chase Towing.

Bloshenko was the operator of a semi tractor-trailer unit which ran off the Interstate into a swampy area at approximately mile marker 145 eastbound on November 17, 2019 at 7:45 am. Trooper Michael Larsen handled this call for service. Bloshenko was transported to a hotel in Tomah and was advised there would be a delayed recovery on his truck. The semi unit was removed on November 18, 2019 by C.L. Chase Towing and Recovery. After the recovery

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was made, Bloshenko was presented with the bill which was for \$20,400. Bloshenko disagreed with the bill amount, stating it was too much. During the overnight hours of November 18-19, 2019, Bloshenko's truck was removed from the C.L. Chase Towing and Recovery property at 141 W. Cougar Dr. in Oakdale. When the truck was removed, damage was done to the grounds, a semi dump trailer and two other vehicles.

In speaking with Bloshenko, I asked him if recalled the incident when his truck went off the Interstate and it was towed in. He said he recalled it and he told me he got cut off and that's how he ended up off the road. He said they called around for a tow and a guy and lady came. He was told they were going to try and tow it after 5 pm, but because the highway needed to be closed they were going to try around five in the morning. Bloshenko said he told them he needed to come from the hotel before the truck was pulled out from the grass.

Bloshenko said they did everything wrong when they recovered his truck. He said his boss tried to call him to find out what was going on with the truck and load. He said he tried calling C.L. Chase and when they called him back they told him the truck was at their yard and the bill was \$20,000. He said he went to C.L. Chase and attempted to pay them but they would only accept a check, like a Comcheck. He said the company doesn't have big Comchecks like that. He said tried an online (wire) transfer to C.L. Chase but they never attempted to transfer the money. Having previously spoken with Elsje about this, she did say Bloshenko did want to pay in this manner, however due to the ability of the bank to reverse the payments they did not accept money transfers this way. Additionally, Elsje said the amount being transferred was not the total amount for the bill and if they accepted partial payment that would create issues when it came to getting the full amount of the bill squared away.

Bloshenko said he had gone back to C. L. Chase and showed him that there was a money transfer waiting and he was told they would hold the truck until it was paid. I asked if anything has been paid to C. L. Chase as of that date and he said no. He again said the money transfer was there for them but they never accepted the transfer. I explained that he would have probably make other arrangements to pay the tow bill. I further explained why that was due to fraud issues with bank accounts.

I asked him who took the truck from C.L. Chase's yard, during the overnight hours of November 18, 2019. Bloshenko stated he was the one who took the truck. I asked if there was a tow truck that came and pulled it out of there and he said no. He said he was able to drive it out of there. I then asked how the flatbed wrecker, which was parked next to his truck got moved and said he didn't know. He denied again another tow truck being there. I explained the reason I asked if his truck was towed out was because there was damage done to the yard behind the building where a tree was hit as well as some other

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vehicles. He said he didn't hit anything with his truck and didn't have any damage.

I asked him to make contact with the Chase's to take care of the towing bill, and he said he could. Once again he protested the tow bill was too high. I explained the bill as I had it in front of me. Bloshenko said they were supposed to come and get him from the hotel before they towed it but they didn't. I explained I didn't know how towing companies did their billing or determined how charges were made. I told him I would send him the bill and contact information via text message, which I did as soon as we hung up the phone.

I gave Bloshenko a week to contact the Chase's to make arrangements for the bill to be taken care of. I told him I would check with them when I returned to work to see if this was done. I spoke with Elsie Chase on March 9<sup>th</sup> and she informed me that Bloshenko had not contacted them as of that date.

End of Report

On information and belief the above incident occurred in Monroe County, Wisconsin.

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

*Subscribed and sworn to before me on 04/27/20*

*Electronically Signed By:*

*Charles D. Betthausen*

*Assistant District Attorney*

*State Bar #: 1084542*

*Electronically Signed By:*

*MIKE WILDES*

*Complainant*