



Eau Claire Police Department

Incident #: 19PD23815

Reporting Officer: Olivia Erl

Reported: 10/31/2019 09:00:35

Incident

Incident Nature
FRAUDULENT ACTIVITIES

Address
[REDACTED]
EAU CLAIRE, WISCONSIN 54703

Occurred From
12/01/2016 00:00:00

Occurred To
01/31/2020 00:00:00

Received By
Olivia Erl

How Received
OFFICER REPORT

Contact

Disposition
DA DECLINED PROSECUTION

Miscellaneous Entry

Disposition Date
10/26/2021

Cleared
B

Cleared Date
10/26/2021 00:00:00

Clearance
END CALL NORMALLY

Cargo Theft Related
N

Responding Officer(s)
Olivia Erl

Circumstances

DRUG-NONE
FORCE-NONE USED
ROUTED-DISTRICT ATTYS OFFICE
ROUTED-DISTRICT ATTYS OFFICE

Offenses

EMBEZZLEMENT

Completed?
C

Method Of Entry

Gambling Motivated?

Premises Entered?

Location Type
25

Cargo Theft Related?

Statute

Description

Category

Bias Motivation

88

Offender Used

N

Persons

LUGINBILL, JOSEPH M

OFFENDER

Address	Phone	DOB
[REDACTED]	[REDACTED]	07/14/1994
EAU CLAIRE WISCONSIN 54703		
Race	Sex	Ethnicity
WHITE	M	NON-HISPANIC
Height	Weight	
5'08"	140	

POSS, NICHOLAS F**Witness**

Address	Phone	DOB
[REDACTED]	[REDACTED]	03/30/1978
EAU CLAIRE WISCONSIN 54701		
Race	Sex	Ethnicity
WHITE	M	NON-HISPANIC
Height	Weight	
5'09"	200	

WAGNER, SERENA S**Witness**

Address	Phone	DOB
[REDACTED]	[REDACTED]	03/10/1991
EAU CLAIRE WISCONSIN 54703		
Race	Sex	Ethnicity
WHITE	F	NON-HISPANIC
Height	Weight	
5'11"	180	

LUGINBILL, TERESA A**Other**

Address	Phone	DOB
[REDACTED]	() -	04/27/1969
EAU CLAIRE WISCONSIN 54703		
Race	Sex	Ethnicity
WHITE	F	
Height	Weight	
5'04"	115	

LUGINBILL CHILDRENS FOUNDATION**VICTIM**

Address	Phone	DOB
[REDACTED]	() -	
EAU CLAIRE WISCONSIN 54701		
Race	Sex	Ethnicity
Height	Weight	
	0	

RIGBY, HEATHER M**Witness**

Address	Phone	DOB
[REDACTED]	[REDACTED]	06/15/1986

██████████
CHIPPEWA
FALLS WISCONSIN 54729

STANLEY, BREANA J**Witness**

Address
██████████
EAU CLAIRE WISCONSIN 54703

Phone
██████████

DOB
01/03/1990

Race
WHITE

Sex
F

Ethnicity

Height
5'02"

Weight
180

CRAY, ARDIS A**Witness**

Address
██████████
CHIPPEWA
FALLS WISCONSIN 54729

Phone
██████████

DOB
08/27/1952

Race
WHITE

Sex
F

Ethnicity

Height
5'00"

Weight
145

DILLINGER, SARAH M**Witness**

Address
██████████
EAU CLAIRE WISCONSIN 54703

Phone
██████████

DOB
10/02/1978

Race
WHITE

Sex
F

Ethnicity

Height
5'02"

Weight
170

MCKINNEY, SANDRA J**Witness**

Address
██████████
EAU CLAIRE WISCONSIN 54703

Phone
██████████

DOB
08/04/1941

Race
WHITE

Sex
F

Ethnicity

Height
5'03"

Weight
160

Property**DVD/CD****Evidence**

Brand	Model	Serial Number
Color	Quantity 1	Total Value \$0.00
Measurement DOSAGE UNIT OR ITEMS	Amount Recovered \$0.00	Date Recovered 11/15/2019
Status	Owner	

DVD/CD**Evidence**

Brand	Model	Serial Number
Color	Quantity 1	Total Value \$0.00
Measurement DOSAGE UNIT OR ITEMS	Amount Recovered \$0.00	Date Recovered 11/21/2019
Status	Owner	

CASH**Stolen**

Brand	Model	Serial Number
Color	Quantity 1	Total Value \$24,069.35
Measurement DOSAGE UNIT OR ITEMS	Amount Recovered \$0.00	Date Recovered
Status STOLEN NOT RECOVERED	Owner	

DVD/CD**Evidence**

Brand	Model	Serial Number
Color	Quantity 1	Total Value \$0.00
Measurement	Amount Recovered \$0.00	Date Recovered
Status	Owner	

DVD/CD**Evidence**

Brand	Model	Serial Number
Color	Quantity 1	Total Value \$0.00
Measurement	Amount Recovered \$0.00	Date Recovered
Status	Owner	

DVD/CD**Evidence**

Brand	Model	Serial Number
Color	Quantity 1	Total Value \$0.00
Measurement	Amount Recovered \$0.00	Date Recovered
Status	Owner	

DVD/CD**Evidence**

Brand	Model	Serial Number
Color	Quantity 1	Total Value \$0.00
Measurement	Amount Recovered \$0.00	Date Recovered
Status	Owner	

DVD/CD**Evidence**

Brand	Model	Serial Number
Color	Quantity 1	Total Value \$0.00
Measurement	Amount Recovered \$0.00	Date Recovered
Status	Owner	

DVD/CD**Evidence**

Brand	Model	Serial Number
Color	Quantity 1	Total Value \$0.00
Measurement	Amount Recovered \$0.00	Date Recovered
Status	Owner	

Narratives

Original Narrative

11/15/2019 10:59:00

INCIDENT SYNOPSIS

BRIEF SUMMARY OF ACTIVITY: Received information pertaining to a theft of funds.

ACTION TAKEN: Follow up needed.

Supplemental Narrative 11/15/2019 10:59:01 Olivia Erl

INITIAL REPORT

DETAILS:

On Monday (7-22-2019), I received information from a confidential source informant in regards to the charity, Luginbill Children's Foundation Inc. The confidential source informant reported the following information:

The Luginbill Children's Foundation posted on their website (<https://luginbillchildrensfoundation.org/>) the treasurer of their charity organization was Dennis Luginbill, and the president was Joe Luginbill. The website no longer listed this information as of 10-31-2019. The website did indicate Luginbill Children's Foundation was founded in December 2016 by Joseph Luginbill. The website indicated in its About section: "Founded in December 2016, the Luginbill Children's Foundation is a nonprofit organization committed to ensuring that every child in the Chippewa Valley grows up in a safe, kind, and loving community. We receive, hold, utilize, administer and dispense gifts and grants and act without profit as trustee of educational and charitable funds/programs. We currently operate over 13 programs and have been named by Chippewa Valley Magazine readers as one of the Top 3 family-focused non-profit groups in the Chippewa Valley. You can learn more about the work of our foundation by visiting the "Programs" tab."

A Charter Bank account [REDACTED] was opened on 5-4-2018 by Joseph M. Luginbill, DOB 7-14-1994. The account name/address listed was "Luginbill Childrens Foundation Inc, DBA Andrew Cray Memorial Scholarship, 620 3rd Avenue Apt. 7, Eau Claire, WI 54703. The account opened was a checking account with a description of "small business", and the business purpose box that was checked was "Non-Profit". Joseph M. Luginbill was listed as the sole owner/signer of the account. On a Charter Bank Corporate Authorization document, Luginbill signed the document on 5-4-2018 on a line that listed he was the secretary, and for a second signature line (for another officer to sign), Luginbill had signed the document "Sole Officer".

Charter Bank account [REDACTED] was opened on 5-4-2018; this was the most recent account opened for Luginbill Children's Foundation. Between 5-4-2018 and 7-1-2019, total deposits into the account had been \$34,415. Several checks have been signed by Joseph Luginbill: two checks payable to Teresa Luginbill for over \$4,125, one check payable to Stephanie Smith for \$720, one check payable to Banbury place for \$4,237.35, eighteen checks payable to Joseph Luginbill totaling \$2,887, two checks payable to Azara properties totaling \$5,000 and five checks to various universities for scholarship

recipients totaling \$6,000 (this appeared to be the purpose of this account). One of the checks from June 2019 issued to Azara properties for \$2,500 was returned due to non-sufficient funds in the account. On 2-6-2019, a debit card was issued for the account [REDACTED]. The debit card was issued to Joseph Luginbill. Between 2-27-2019 and 6-28-2019 there were 242 transactions totaling over \$3,600 at various businesses such as Walgreens, Lyft, Uber, iTunes, Touchtunes, Starbucks, Netflix, Kalahari Resort, Wisconsin Dells, Airbnb, Walmart, EPOCH, CVS Pharmacy, and multiple restaurants.

Based on the above information, the confidential source informant had concerns Joseph Luginbill was using the funds for his own personal use.

END OF REPORT

O. Erl

Supplemental Narrative 11/15/2019 12:12:38 Olivia Erl

CHARTER BANK SUBPOENA SERVED (10-31-2019)

DETAILS:

On Thursday (10-31-2019), I met with ADA Angela Beranek in reference to a subpoena I had drafted for this case for Charter Bank. ADA Beranek reviewed and signed the subpoena. I then met with Judge Schumacher, who also reviewed and signed the subpoena.

I provided the DA's Office with a scanned copy of the subpoena. I attached a scanned copy to this case labeled "19PD23815 Charter Bank Subpoena-signed". Please see attachment for full details. I submitted the original subpoena to the Clerk of Courts on 10-31-2019 at 1205 hours.

I then emailed the subpoena to Mary Reinert at Charter Bank, who responded to the email acknowledging receipt of the subpoena on 10-31-2019.

END OF REPORT

O. Erl

Supplemental Narrative 11/15/2019 12:18:31 Olivia Erl

JOE LUGINBILL AND LUGINBILL CHILDRENS FOUNDATION-WEBSITE PRESERVATION (11-4-2019)

DETAILS:

On Monday (11-4-2019), I used a webpage saver application to preserve the websites involved in this case. The Luginbill Children's Foundation had a website (<https://luginbillchildrensfoundation.org/>) and on this website it referenced a website specifically promoting Joe Luginbill (<https://joeluginbill.com/>). I saved these websites to a DVD using an application called "Web Page Saver". I later packaged this DVD into property [REDACTED].

END OF REPORT

O. Erl

Supplemental Narrative 11/21/2019 15:40:11 Olivia Erl

CHARTER BANK SUBPOENA RETURN (11-19-2019)

DETAILS:

On Tuesday (11-19-2019), I received two envelopes in the mail from Charter Bank that contained paper bank documents. I scanned these documents and saved them to a DVD, which I later packaged into property [REDACTED].

I completed a subpoena inventory return. I attached a scanned copy to this case labeled "19PD23815 Charter Bank Subpoena Inventory Return". I submitted the original to the Clerk of Courts on 11-21-2019 at 1507 hours.

END OF REPORT

O. Erl

Supplemental Narrative 01/31/2020 13:14:02 Olivia Erl

ADULT VOICE NARRATIVE

INTERVIEWED:

HEATHER RIGBY

-REFER TO AUDIO FILE FOR DETAILS-

Supplemental Narrative 02/10/2020 07:36:25 Olivia Erl

ADULT VOICE NARRATIVE

INTERVIEWED:

BREANA STANLEY

-REFER TO AUDIO FILE FOR DETAILS-

Supplemental Narrative 02/27/2020 07:30:16 Olivia Erl

ADULT VOICE NARRATIVE

INTERVIEWED:

SEAN GALLAGHER

-REFER TO AUDIO FILE FOR DETAILS-

Supplemental Narrative 02/27/2020 07:30:44 Olivia Erl

ADULT VOICE NARRATIVE

INTERVIEWED:

JACK KAISER

-REFER TO AUDIO FILE FOR DETAILS-

Supplemental Narrative **03/30/2020 08:01:40** **Olivia Erl**

ADULT VOICE NARRATIVE

INTERVIEWED:

ARDIS CRAY

-REFER TO AUDIO FILE FOR DETAILS-

Supplemental Narrative **04/15/2020 09:13:28** **Olivia Erl**

ADULT VOICE NARRATIVE

INTERVIEWED:

SARAH DILLINGER

-REFER TO AUDIO FILE FOR DETAILS-

Supplemental Narrative **04/15/2020 09:13:51** **Olivia Erl**

ADULT VOICE NARRATIVE

INTERVIEWED:

NICHOLAS POSS

-REFER TO AUDIO FILE FOR DETAILS-

Supplemental Narrative **04/15/2020 09:14:15** **Olivia Erl**

ADULT VOICE NARRATIVE

INTERVIEWED:

SANDRA MCKINNEY

-REFER TO AUDIO FILE FOR DETAILS-

Supplemental Narrative **04/15/2020 09:14:37** **Olivia Erl**

ADULT VOICE NARRATIVE

INTERVIEWED:

SERENA WAGNER

-REFER TO AUDIO FILE FOR DETAILS-

Supplemental Narrative 05/12/2020 07:43:08 Olivia Erl

LUGINBILL CHILDREN'S FOUNDATION WEBSITE INFORMATION (NOV 2019)

DETAILS:

In a previous supplement, I had downloaded website information from Luginbill Children's Foundation website, in addition to Joe Luginbill's website, onto a DVD and later packaged it into property [REDACTED]. There were a variety of different charity functions to click onto with the Luginbill Children's Foundation website (including Andrew Cray Memorial Scholarship, Christopher HOPE Fund, Family Conversation Kits, Circles of Change, Music Education Fund, Youth Chorus, etc.). The Luginbill Children's Foundation website had an "about" page.

Under the "About Us" section, it read "Founded in December 2016, the Luginbill Children's Foundation is a nonprofit organization committed to ensuring that every child in the Chippewa Valley grows up in a safe, kind, and loving community. We receive, hold, utilize, administer, and dispense gifts and grants and act without profit as trustee of educational and charitable funds/programs. We have been named by the Chippewa Valley Magazine readers as one of the Top 3 family-focused non-profit groups in the Chippewa Valley. You can learn more about the work of our foundation by exploring the "Programs" tab." Further down on this page is a "Who we are." section. The founder and president listed was Joe Luginbill, and his bio read "Joe Luginbill launched the foundation in December 2016 in an effort to fill systematic gaps impacting children and families. Joe's work has included outreach with migrant children and families and case management with children in foster care. Joe is the past president of the Eau Claire Area School Board and a member of the United Nations Major Group for Children and Youth. You can learn more about our founder by visiting JoeLuginbill.com." A picture of the board was shown "Our Board-The Luginbill Family". The description provided indicated "Members of the Luginbill Family serve as the governing Board of Directors of the Luginbill Children's Foundation."

The Luginbill Children's Foundation also had a PDF document of bylaws on its website. I saved this to the DVD as well. Within this document under section four and five, there was information pertaining to the president and treasurer of the Luginbill Children's Foundation and finances. Under the president section it read "The President and Vice President may sign checks if the Treasurer is not available, provided that if the check is in excess of \$500.00, it is countersigned by one other individual authorized to do so by the Board." Under the Treasurer section it read "He/she shall also sign all checks drafts, notes, and orders for the payment of money, which shall be duly authorized by the Board of Directors and shall be countersigned by another authorized individual when exceeding the amount of \$500." Despite this information, which was available to the public on Luginbill Children's Foundation website, Joe Luginbill was listed as the only signer on the Andrew Cray Memorial Scholarship account through Charter Bank [REDACTED].

Based on my review of the Luginbill Children's Foundation website, as a member of the general public, it would be my belief that the Luginbill Children's Foundation was a non-profit charity designed to help children in varying ways.

END OF REPORT

O. Erl

Supplemental Narrative 05/12/2020 07:43:50 Olivia Erl

ROYAL CREDIT UNION AND US BANK SUBPOENAS SERVED (12/10/2019)

DETAILS:

In reviewing through Luginbill Children's Foundation bank records obtained from Charter Bank, I observed there had been two personal checks issued by Joe Luginbill that had been deposited into Luginbill Children's Foundation Charter Bank account [REDACTED] (Andrew Cray Memorial Scholarship):

- (1) Dated 5/25/2018, check number 1731, bank issuer-RCU, account number [REDACTED], check issued to Luginbill Children's Foundation for \$2,000.00 with "donation" in memo line.
- (2) Dated 5/15/2019, check number 1002, bank issuer-US Bank, account number [REDACTED], check issued to Luginbill Children's Foundation for \$500.00 with "donation in memo line.

I had also observed numerous checks issued from the Charter Bank charity account [REDACTED] to Joe Luginbill with "reimbursement" type memos. There had also been two checks issued from Luginbill Children's Foundation account [REDACTED] to Teresa Luginbill for \$1,573.40 (dated 4/8/2019) and \$2,551.52 (dated 5/14/2019) with "reimbursement" memos. Based on this information, it was pertinent to obtain any other charity (Luginbill Children's Foundation) or personal accounts of Joe and Teresa Luginbill.

I drafted two subpoenas; one for Royal Credit Union, and the other for US Bank. ADA Angela Beranek reviewed these subpoenas and signed them on 12/10/2019. Judge Schumacher also reviewed these two subpoenas and signed them on 12/10/2019. Both subpoenas were served in the manner requested by the recipient.

ROYAL CREDIT UNION-

Emailed subpoena to research@rcu.org

Case attachment "19PD23815 RCU Subpoena-signed"

US BANK-

Mailed subpoena to US Bank Legal, 800 Nicollet Mall, BC-MN-H21P, Minneapolis, MN 55402

Case attachment "19PD23815 US Bank Subpoena-signed"

Please see case attachments for more details. The two original subpoenas were submitted to the Clerk of Courts on 12/10/2019; scanned copies were provided to the DA's Office for their records.

END OF REPORT

O. Erl

Supplemental Narrative 05/12/2020 07:48:08 Olivia Erl

ROYAL CREDIT UNION SUBPOENA RETURN (12/10/2019)

DETAILS:

On 12/10/2019, I received an email response from Royal Credit Union pertaining to the subpoenaed records. I downloaded these electronic documents and later saved them to a DVD, which was packaged into property [REDACTED]. During the course of the investigation, I had additional questions, or documentation was missing from the records I requested. I followed up with RCU and also downloaded this data onto the DVD, which was later packaged into property.

I completed a subpoena inventory return. I attached a scanned copy to this case labeled "19PD23815 RCU Subpoena Inventory Return". I submitted the original copy to the Clerk of Courts on 12/12/2019.

The information received from RCU will be discussed in a future supplement.

END OF REPORT

O. Erl

Supplemental Narrative 05/12/2020 07:49:29 Olivia Erl

US BANK SUBPOENA INVENTORY RETURN (12/12/2019)

DETAILS:

On 12/12/2019, I received an envelope in the mail from US Bank pertaining to the subpoenaed records. The envelope contained a DVD and paper documents. I downloaded the information from the DVD and scanned in the paper documents I received. I combined all documents into a singled PDF, which was attached to this case labeled "19PD23815 US Bank Docs-combined". Please see attachment for more details.

I completed a subpoena inventory return. I attached a scanned copy to this case labeled "19PD23815 US Bank Subpoena Inventory Return". I submitted the original to the Clerk of Courts on 12/12/2019.

The information received from US Bank will be discussed in a future supplement.

END OF REPORT

O. Erl

Supplemental Narrative 05/12/2020 07:51:40 Olivia Erl

KNOWN BANK ACCOUNTS AND ACCOUNT HOLDER INFO-CHARTER, RCU, US BANK (AS OF 12/12/2019)

DETAILS:

After receiving information from Charter Bank, Royal Credit Union, and US Bank, I had analyzed the account holder details for these accounts.

CHARTER-

Joe Luginbill had access to ten different bank accounts at Charter Bank. Pertaining to this case, the most important bank account appeared to be account number [REDACTED] with account name Luginbill Children's Foundation Inc DBA Andrew Cray Memorial Scholarship. Luginbill was listed as the sole signed on this account, and it was this account that had the largest flow of monetary funds.

Eight of these bank accounts were under the umbrella of Luginbill Children's Foundation; one bank account pertained to Laura Benjamin for Eau Claire; and one account pertained to Friends of Joe Luginbill.

RCU-

Joe Luginbill had access to seven bank accounts at RCU. Five of the bank accounts were charity accounts (Andrew Cray Memorial Scholarship, Smile House Fund, Peace on the Playground). Two of the bank accounts were personal bank accounts belonging to Luginbill. Pertaining to this case, the two most important bank account numbers appeared to be [REDACTED] (Smile House Fund, Andrew Cray Memorial Scholarship), which was listed as a checking account, and [REDACTED], which was a personal checking account for Joe Luginbill. With both of these account, Joe Luginbill was listed as the only signer on the account.

US BANK-

Joe Luginbill had access to one bank account at US Bank. This bank account showed as a personal checking account [REDACTED], where Luginbill was listed as the only signer on the account. This account was first opened on 3/19/2019. On this account application, Luginbill listed his employer as Luginbill Children's Foundation.

I compiled a excel spreadsheet containing the full account holder information for the accounts located at Charter Bank and RCU, which I attached to this case labeled "19PD23815 Charter Bank & RCU Account Holder Details". Please see attachment for more details. As there had only been one account listed at US Bank, please see "19PD23815 US Banks Docs-combined" for account holder report.

END OF REPORT

O. Erl

Supplemental Narrative 05/12/2020 07:54:09 Olivia Erl

CONTACT WITH CHARITY FUNDRAISING (12/20/2019)

DETAILS:

In reviewing through bank records I had obtained from Charter Bank, pertaining to Luginbill Children's Foundation account number [REDACTED], I observed there had been two checks issued to "Charity Fundraising":

- (1) Check number 3081, dated 5/25/2018 for \$3,025.00, with memo line "Auction Event Items"
- (2) Check number 3062, dated 9/16/2019 for \$1,950.00, with memo line "Auction Replacement Check"

I searched online and sent an email request to Charity Fundraising for someone to contact me back in reference to this case. I ultimately spoke with the owner of the organization, Anthony Barone, via phone [REDACTED].

In speaking with Barone, I asked him to further explain how Charity Fundraising worked. Barone indicated Charity Fundraising would ship items to charity organizations that made a request to obtain items for auction. Barone stated the requesting charity would be provided a certain number of auction items, dependent upon their request. Barone stated there was a minimum fee that needed to be paid for each auction items sold, so requesting charities were advised to set the minimum bid to that amount so they did not suffer a loss. Barone advised whatever auction items were not sold could be shipped back to Charity Fundraising by the requesting charity for no cost.

I asked Barone about his work with Luginbill Children's Foundation. Barone advised his company had a very negative experience with Luginbill Children's Foundation. Barone stated he had first been contacted by Joe Luginbill of Luginbill Children's Foundation in June 2017 for an event he wanted to do in July 2017. Barone stated at that time it was too close to the event date for Charity Fundraising to assist. Barone indicated after that point Charity Fundraising had worked with Luginbill Children's Foundation twice. The first time had been in May 2018, and the second time was in May 2019. Barone stated the first event was for a total of six sold items at \$3,025.00. Barone indicated Charity Fundraising had no issues with Luginbill Children's Foundation and received payment. Barone stated the second event was for a total of three sold items at \$1,950.00. Barone indicated Charity Fundraising did not receive payment in the allotted time and send numerous email requests to Joe Luginbill/Luginbill Children's Foundation in order to receive payment. Barone advised Luginbill did not contact them back, but Charity Fundraising continued to try contacting Luginbill to receive payment. Barone stated in September 2019, Charity Fundraising sent emails to Joe Luginbill and any email address associated with him, including email addresses of the Eau Claire Area School Board, as Barone had observed online that Luginbill was listed as the treasurer of the school board. Barone stated the next day Charity Fundraising received payment from Joe Luginbill for the May 2019 auction items. Barone stated that was the last contact he had with Luginbill, but had reached out to the Eau Claire School Board and expressed his concerns with how Luginbill was handling finances with Luginbill Children's Foundation, due to him being the treasurer of the school board.

I asked Barone about if he knew which events these auction items had been for, and whether there was a way to determine if these items were actually sold at auction or retained by Luginbill for personal use. Barone stated Charity Fundraising did not inquire about the specific event items were for, only the charity organization's info. Barone stated he would have no way of knowing whether the items were sold at a charity auction or kept by Luginbill. I asked Barone if he would be able to email me the invoices and email attempts sent to Luginbill. Barone stated he would do so. Barone indicated some of the emails would be sent by John Dewey, who was an employee of Charity Fundraising. I received these documents on 12/20/2019. On a later date I combined these documents into a singled PDF file and attached them to this case labeled "19PD23815 Charity Fundraising docs-combined, rec'd 12.20.2019". Please see attachment for more details.

END OF REPORT

O. Erl

Supplemental Narrative 05/12/2020 07:55:17 Olivia Erl

CONTACT WITH FOUNDATION GROUP INC (1/3/2020)

DETAILS:

In reviewing through bank records I obtained from Royal Credit Union, pertaining to Luginbill Children's Foundation account number [REDACTED], I observed between February 2017 to August 2017, there had been \$1,866.62 in payments to Foundation Group Inc. I searched online and sent an email request to Foundation Group Inc to obtain further information from them.

On 1/3/2020, I received a response from an email I had sent to Foundation Group Inc and spoke via phone with the company's CEO, Greg McRay. McRay indicated Luginbill Children's Foundation had paid Foundation Group Inc. about \$2,400 for their services. McRay explained Foundation Group Inc had assisted Luginbill Children's Foundation with setting up their corporate structure and helped them apply to the IRS for its 501(c)3 status. McRay stated Foundation Group Inc assists about 700 charities per year with this, and it is very common to help with set up and assist charities in obtaining their 501 (c)3 status. McRay stated Foundation Group Inc has not had any contact with Luginbill Children's Foundation since they provided their assistance in 2017.

Based on the information I received from Foundation Group Inc, Luginbill had obtained professional services and paid this company in setting up a charitable organization. As a result, Luginbill would have been provided resources and information from Foundation Group Inc on how to properly structure a charitable organization.

END OF REPORT

O. Erl

Supplemental Narrative 05/12/2020 07:56:16 Olivia Erl

TEN SUBPOENAS SERVED (1/13/2020)

DETAILS:

During the course of analyzing documents received from Charter Bank and Royal Credit Union as it pertained to Luginbill Children's Foundation accounts (primarily [REDACTED]-Charter and [REDACTED] RCU), I observed numerous transactions, which I believed were necessary in the course of this investigation to obtain further data on. I drafted subpoenas for Square Inc., Paypal/Venmo, GoDaddy.com, Epoch.com, Lyft Inc., Charter Communications, RISE Credit, Intuit, Eventbrite, and Facebook. ADA Angela Beranek reviewed these subpoenas and signed them on 1/10/2020. Judge Schumacher also reviewed these subpoenas and signed them on 1/10/2020. All ten subpoenas were served on 1/13/2020 in the format requested by that organization. Please see further details below pertaining to each individual subpoena.

SQUARE INC-

Emailed subpoena to [REDACTED]
Case attachment "19PD23815 Square Subpoena-signed"

PAYPAL/VENMO-

Submitted subpoena via Paypal Law Enforcement Hub
Case attachment "19PD23815 PayPal Holdings Subpoena-signed"

GODADDY.COM-
 Faxed subpoena to [REDACTED]
 Case attachment "19PD23815 GoDadd.com Subpoena-signed"

EPOCH.COM-
 Emailed subpoena to Adriana Dulic-VP of Regulatory Affairs [REDACTED]
 Case attachment "19PD23815 Epoch.com Subpoena-signed"

LYFT INC-
 Submitted subpoena through Lyft [REDACTED]
 Case attachment "19PD23815 Lyft Inc Subpoena-signed"

CHARTER COMMUNICATIONS-
 Email subpoena to [REDACTED]
 Case attachment "19PD23815 Charter Communications Subpoena-signed"

RISE CREDIT-
 Faxed subpoena to customer service [REDACTED]
 Case attachment "19PD23815 RISE Credit Subpoena-signed"

INTUIT INC-
 Mailed subpoena to Intuit Inc, [REDACTED]
 Case attachment "19PD23815 Intuit Inc Subpoena-signed"

EVENTBRITE-
 Emailed subpoena to [REDACTED]
 Case attachment "19PD23815 Eventbrite Subpoena-signed"

FACEBOOK-
 Submitted search warrant through online portal
 Case attachment "19PD23815 Facebook SW-signed"

Please see specified case attachments for further details. The original ten subpoenas were submitted to the Clerk of Courts on 1/13/2020 at 1417 hours; a scanned copy was provided to the DA's Office for their records.

END OF REPORT

O. Erl

Supplemental Narrative 05/12/2020 07:57:01 Olivia Erl

EPOCH.COM SUBPOENA RETURN (1/14/2020)

DETAILS:

On 1/14/2020, I received an email response from Adriana Dulic of Epoch Payment Solutions. I had asked Dulic to explain the purpose of Epoch.com. Dulic indicated Epoch.com was a third-party payment solution, where in this case a payment was made to Epoch.com in order to gain access to websites. I downloaded the documents I received from Dulic and attached them to this case labeled "19PD23815 Epoch.com Docs". I completed a subpoena inventory return, which I attached a scanned copy to this case labeled "19PD23815 Epoch.com Subpoena Inventory Return". The original was submitted to the Clerk of Courts on 1/17/2020.

In Charter Bank charity records [REDACTED]-Andrew Cray Memorial Scholarship), there had been a total of \$126.87 paid to Epoch.com between March 2019 to June 2019. I reviewed the documents I received from Epoch.com and observed the payments had been for two subscriptions to two different

websites. The subscriber listed for both subscriptions was Joseph Luginbill. The subscription for the first website was dated 3/10/2019 for a monthly subscription to the website www.seancody.com. I searched this website online and observed it was advertised as "Amateur Gay Sex Films", showing several men with no shirts and a warning message on the screen that one needed to be 18 years of age to use the site. I attached a screenshot of this website to this case labeled "Seancody Website". The subscription for the second website was dated 3/10/2019 for a monthly subscription to the website www.men.com. I searched this website online and observed it advertised as "The Best Gay Porn" site, showing a male with no shirt, and a warning message on the screen that one needed to be 18 years of age to use the site. I attached a screenshot of this website to this case labeled "Men Website".

I had already asked Charter Bank if Joe Luginbill had ever reported any fraud on their charity accounts to them; I was informed he had not. Based on the above information, it was apparent that these funds to Epoch.com totaling \$126.87 had not been used for charitable purposes.

END OF REPORT

O. Erl

Supplemental Narrative 05/12/2020 07:59:08 Olivia Erl

SILVER CLOUD FINANCIAL (1/21/2020)

DETAILS:

In reviewing through Charter Bank records (Andrew Cray Memorial Scholarship, [REDACTED]), I observed there had been a deposit of \$800.00 from Silver Cloud Financial into the account on 9/16/2019, and then subsequent payments from the account to Silver Cloud Financial. I searched online and found Silver Cloud Financial was a loan company. I contacted Silver Cloud Financial and indicated I wished to obtain their documents pertaining to this loan. I was asked to submit a request on department letterhead, which I did. I was informed Silver Cloud Financial did not require a subpoena to obtain documentation from them.

On 1/21/2020, I received these documents via email. I downloaded the document and attached it to this case labeled "Silver Cloud Financial Loan Documents". I reviewed through this information and observed the loan applicant information listed was Joseph Luginbill, DOB 7/14/1994, [REDACTED], Eau Claire, WI 54703. The bank information listed was Charter Bank account number [REDACTED]. Luginbill listed on the application he was employed by the US Census Bureau making \$1,250.00 biweekly. The loan application date was 9/16/2019 for \$800.00. The loan details indicated the annual percentage rate was 727.0333%, which would cost \$2,520.00 in interest. The total amount Luginbill would need to pay back for this loan was \$3,320.00 (principle and interest). In reviewing the loan payments, it listed that Luginbill had defaulted on some of the payments, and it showed a payment schedule through June 2020. Please see case attachment for more details. As a result of this loan being conducted through Luginbill Children's Foundation/Andrew Cray Memorial Scholarship account, any payments were then being pulled from this account.

I reviewed through the Charter Bank account [REDACTED] and observed the monthly balance of the account in August 2019 had been negative \$29.43. Luginbill had one known personal account opened at this time through US Bank [REDACTED]; the balance on this account at the beginning of September 2019 showed \$9.16. During this month in the Charter Bank account [REDACTED], I observed there were several transfers from the other charity accounts located at Charter Bank and Square charity deposits. I reviewed through the subsequent purchases made after the loan money was deposited into Charter Bank account [REDACTED] and observed on 9/19/2019 there was a purchase made to Delta for \$402.60. There were also numerous debit card purchases for different restaurants in the Eau Claire area, Lyft charges, and several purchases made to various locations in Washington DC (some were dated 9/30/2019). I later reviewed Joe Luginbill's personal Facebook page and observed on 9/30/2019 he posted a picture of a Library of Congress library card he had been issued with a comment "'Having fun isn't hard when you've got a library card.' Another bucket list item to check off!" I attached this screenshot to this case labeled "FB Screenshot-Library of Congress Sept 30,

2019".

At this point, due to the lack of funds Luginbill had in his personal or charity accounts and the subsequent Delta flight purchase and transactions in Washington DC, it appeared Luginbill had taken out this extremely high interest loan with Silver Cloud Financial in order to fund his trip to Washington DC.

END OF REPORT

O. Erl

Supplemental Narrative 05/12/2020 08:04:24 Olivia Erl

MARKQUART LUBE N WASH INFORMATION (1/22/2020)

DETAILS:

In reviewing Royal Credit Union bank records for account [REDACTED] (charity account), I observed there were two transactions dated 3/24/2017 to Markquart Lube N Wash, Eau Claire for \$217.27 and \$9.00. I contacted Chris Vall of Markquart Lube N Wash about these two transactions. Vall emailed me the invoice for the transaction of \$217.27 and indicated the transaction for \$9.00 was likely a car wash due to the amount. I reviewed the invoice and observed the payment had been for an oil change, coolant exchange, replacement wipers, and a tire rotation on a 2008 Nissan Versa (WI-[REDACTED]). I searched this plate through DOT records and observed it was an expired plate listing to Joseph Luginbill. Vall had provided the VIN number for the Nissan Versa [REDACTED], which I ran through DOT and observed it returned on a silver 2008 Nissan Versa to Joseph Luginbill. I attached this information to this case labeled "Markquart-combined". Please see attachment for more details.

Based on this information obtained from Markquart, it appeared these charitable funds were used by Joe Luginbill for maintenance on his personal vehicle.

END OF REPORT

O. Erl

Supplemental Narrative 05/12/2020 08:05:38 Olivia Erl

RCU ATM WITHDRAWAL INFORMATION (1/23/2020)

DETAILS:

In reviewing Royal Credit Union charity account [REDACTED], I observed between March 2017 through November 2017, there had been \$1,120.50 in cash withdrawals from ATMs. I requested to obtain the precise dates/times these transactions took place from RCU. I received this information from RCU on 1/23/2020. I attached their response to this case labeled "19PD23815 ATM Withdrawals-Luginbill Children's Foundation". I reviewed through the precise times and observed several of them that were at midnight, 2200 hours, 2300 hours, etc. There had been several during regular business hours as well. Most of the withdrawals were for about \$40.00 in cash plus the ATM fee. There were a variety of locations money had been withdrawn from, including Banbury Place, Oxbow Hotel, Lismore, Pizza Plus, etc. Considering this cash was being withdrawn from a charity account and some of the amounts were being withdrawn in the middle of the night, it would seem unlikely all of this cash had been used for charitable use.

END OF REPORT

O. Erl

Supplemental Narrative 05/12/2020 08:08:05 Olivia Erl**FACEBOOK SEARCH WARRANT RETURN (1/28/2020)****DETAILS:**

On 1/28/2020, I received a response from Facebook pertaining to the Luginbill Children's Foundation, Joe Luginbill, and other associated Facebook accounts I had obtained as part of this investigation. I downloaded these files onto a DVD, which was later packaged into property under property number [REDACTED].

I briefly reviewed some of the data contained in the return. I observed Luginbill Children's Foundation page was created on 11/29/2016 by JoeLuginbill1. I observed there were two credit cards linked to Luginbill Children's Foundation account; the first was Visa card ending 5131, the second was Mastercard ending 1934. However, there was no transactional data listed for those cards. In reviewing through some of the posts online, it appeared that in order to donate to Luginbill Children's Foundation, Andrew Cray Scholarship, or one of the other charities involved with Luginbill Children's Foundation that a link was provided directing the person back to Luginbill Children's Foundation website and could donate through Square.

Based on my brief review of the Facebook information I had looked at, it would appear to members of the general public that Luginbill Children's Foundation, Andrew Cray Memorial Scholarship, and the other charities under Luginbill Children's Foundation were non-profit charities intended to primarily help children. I did observe there were some Facebook posts about a children's book/show, but not much detail was provided.

I observed on Luginbill's personal Facebook page on June 18, 2019, he posted "Here is the Castro and I couldn't be happier on this cool summer evening!" along with a picture. On June 30, 2019, he posted "Didn't expect to show up on the CBS live feed. It was a surreal experience marching in the San Francisco Pride Parade. I was beaming from the beginning to end. The crowds were huge-so many waves & smiles from people of all ages! Getting messages from family (including grandparents) who were live streaming made it all the more special. I wish I could go back in time and tell my childhood self that it's ok to be yourself. That life will be more than ok. It will be amazing." along with a picture of him in the parade. I reviewed Charter Bank records ([REDACTED]-Andrew Cray Memorial Scholarship) during this timeframe and observed there were numerous Lyft and restaurants in San Francisco/San Carlos, California. I later spoke with former Luginbill Children's Foundation employee Heather Rigby about whether this was something she as an employee would have been allowed to use Luginbill Children's Foundation funds to go to the pride parade; she stated she didn't think this would be acceptable. I attached the two screenshots I took of these two posts and attached them to this case labeled "FB Screenshot-San Francisco Castro June 18, 2019" and "FB Screenshot-San Francisco Pride Parade".

I completed a search warrant inventory return. I attached a scanned copy to this case labeled "19PD23815 Facebook SW Inventory Return". I submitted the original to the Clerk of Courts on 1/28/2020.

END OF REPORT

O. Erl

Supplemental Narrative 05/12/2020 08:24:20 Olivia Erl**JOE LUGINBILL EMAIL STATEMENT TO WEAU (1/31/2020)****DETAILS:**

On 1/31/2020, Joe Luginbill had emailed a statement to WEAU pertaining to the current events that

had been occurring with regards to the Luginbill Children's Foundation and the reported monetary issues and his disappearance. I obtained the email in a source from WEAU, which I attached to this case labeled "Joe Luginbill-email statement to WEAU 1.31.2020".

I observed in this statement Luginbill reported he did not receive a salary and did not have any employees. He reported "the level of donations simply did not keep up with the costs associated with operations". He indicated he had been completely overwhelmed over the last several months, especially with regards to the State Theatre and Smile House. He stated he was in denial of the bills that were piling up and would now be seeking treatment for his mental illness.

Please see attachment for full details.

END OF REPORT

O. Erl

Supplemental Narrative 05/12/2020 08:26:45 Olivia Erl

CONTACT WITH HEATHER RIGBY/HAWKINS (JAN/FEB 2020)

DETAILS:

Towards the end of January 2020, information surfaced in the local news media pertaining to financial issues with the Luginbill Children's Foundation. During this time, I was contacted via phone by Heather Rigby, who indicated she was a former employee of Luginbill Children's Foundation and wished to provide information on her time working for the charity. During the end of January 2020 and beginning of February 2020, I had contact with Rigby on several occasions, including over the phone, in person, and via email. Below is a synopsis of my contacts with Rigby.

During my initial phone contact with Rigby on 1/31/2020, she indicated she had started working for Joe Luginbill via Luginbill Children's Foundation in May 2017. Rigby stated her employment only lasted about four months. Rigby expressed she did not have a good feeling about the charity organization with regards to its organization, and she had numerous issues with getting her paychecks from Luginbill. Rigby stated she was hired as a "creative director" and was supposed to help him to create a children's book and show. Rigby stated another person had been employed by Luginbill Children's Foundation while she was employed; this person was Katy Hackworthy, and she was helping Luginbill with an adult day services program. I asked Rigby to provide my contact information to Hackworthy so she could reach out to me, if she wished to. Rigby stated Luginbill had initially set up a payroll system that did direct deposit payments into her account then ended up switching to paper checks. Rigby stated there had been issues with payment and she had retained all her paystubs and timesheets. Rigby advised there were also times she received reimbursement checks from Luginbill because she purchased office supplies; she commented there were times their office at the Luginbill Children's Foundation (which at this time was located in Banbury Place) didn't have basic office supplies needed to function, so she went out, made these purchases, and was reimbursed by Luginbill. Rigby indicated due to her experience with the Luginbill Children's Foundation/Joe Luginbill, she felt the need to hold onto things because operations had been so "sketchy" then. Rigby explained it had been to the point where she contacted a lawyer about the discrepancies, but was told there was nothing that could be done. Rigby stated after she ended her employment with Luginbill Children's Foundation that was the last time she had contact with Joe Luginbill. I asked Rigby if, as an employee, she was paid for driving to work or for the use of Lyft to come into work or attend work functions. Rigby stated she was not and didn't know of any other employees that would have been paid for their travel to and from work. I asked Rigby if I would be able to obtain copies of the documentation she had kept. Rigby stated I could.

I met with Rigby at her residence on 2/10/2020 to obtain copies of documents she had made for me as a result of our initial conversation. These were the documents Rigby reported were ones she had kept during her employment with Luginbill Children's Foundation. Later when I returned to the police department, I scanned these documents and attached them to this case labeled "Docs rec'd from Heather Rigby 2.10.2020". During my contact with Rigby, I also spoke with her further about this

case and her contacts with Luginbill Children's Foundation/Joe Luginbill. I asked Rigby about the board for Luginbill Children's Foundation. Rigby stated she never met the board; Rigby indicated she was never really introduced to anyone involved with Luginbill Children's Foundation. Rigby stated Luginbill was very secretive with the information he shared with her about Luginbill Children's Foundation. Rigby stated there had been meetings in 2017 about the Smile House, but she had not been involved with those. Rigby indicated there had been two charity events around the time of her employment. Rigby stated shortly before she was hired, she believed there had been a fundraising event at the Lismore Hotel for the Andrew Cray Memorial Scholarship, and in July 2017 there had been a gala/fundraising event at Florian Gardens for the Smile House. Rigby indicated in July 2017, she recalled the guest speaker was Mallory Lewis, who she had been told by Luginbill had waived her speaking fees.

Rigby indicated that there were other individuals involved with the Luginbill Children's Foundation in varying capacities, but Luginbill was not one to share much information on the involvement of others. Rigby stated Serena Wagner of Odd Brand Strategy had been involved with illustrations for the children's book; Rigby believed Wagner had also struggled with receiving payment from Luginbill. I asked Rigby to describe the premise of the children's book/show as it had not been very publicized online. Rigby stated Luginbill was supposed to become similar to Mr. Rogers and go around town/Eau Claire; it was called "Around Town with Joe" and one of the main characters in the book was "Chip the Cat". Rigby indicated the show was supposed to have three segments: (1) Luginbill would go out in Eau Claire and visit a place (2) the audience would learn something new (cooking, science, etc.) and (3) story time. Rigby stated Luginbill Children's Foundation had utilized Chippewa Valley Community TV for some of the production. Rigby mentioned other names of individuals that may have assisted with the children's book/show, but she didn't have much or any direct contact with them-Luke and Casey Otto (supposed to be volunteers as voice actors), Jo Ellen Burke (supposed to be on the show), Elizabeth DeClair (helping with book distribution), Derek Dahlk (supposed to assist with fundraising/capital building efforts), and Angelo and Andrew Thomas (supposed to assist with book illustrations). Rigby had emailed me screenshots of her Facebook conversations with Angelo Thomas, in which he expressed issues with getting a hold of Luginbill for payment of work he and his brother had done. I combined these images into a single PDF document and attached them to this case labeled "Screenshots rec'd from Heather Rigby 2.12.2020". Please see attachment for more details.

Rigby stated to her understanding the entire purpose of the children's book/show was to develop a revenue stream so Luginbill Children's Foundation would not have to rely exclusively on donors. I asked Rigby what ever happened with this children's book/show, as it had been over two years and nothing appeared to be publicized. Rigby stated she had no idea.

I asked Rigby about finances with Luginbill Children's Foundation. Rigby stated she assumed there were different bank accounts for the many different charities Luginbill was operating, but she didn't know this for certain as she never had any access to Luginbill Children's Foundation funds other than via her paychecks. Rigby stated the finances were handled exclusively by Luginbill himself, to her knowledge. I asked Rigby if Luginbill was paying himself for his work at Luginbill Children's Foundation. Rigby stated she assumed he had been, but didn't know for sure. Rigby indicated she didn't know how Luginbill had been supporting himself financially. I asked Rigby when Luginbill Children's Foundation had been founded to her understanding. Rigby stated it had been in the beginning of December 2016.

I asked Rigby if she believed Luginbill was misappropriating charitable funds. Rigby stated she believed it was possible. Rigby indicated Luginbill was very scatterbrained, which led to some of the disfunction, but he was also very politically motivated. Rigby stated Luginbill had once told her that he wanted to be in the State Assembly by age 30. Rigby stated with all that has come out in the news media lately, she can't help but look back and wonder whether his involvement with Luginbill Children's Foundation had been for charitable reasons or politically motivated ones.

In examining Luginbill's personal bank records (US Bank account [REDACTED] and RCU account [REDACTED]), I observed he had made payments to Heather Harkins (dated 9/14/2017, RCU check #1631, \$203.17), Andrew Thomas (dated 9/26/2017, RCU check #1722, \$400.00), and Angelo Thomas (dated 9/26/2017, RCU check #1746, \$400.00). I also observed there was check #1758, dated 5/4/2018 from RCU account to The Lismore Hotel for \$2,067.81 with "Andrew Cray Foundation Expense" in the memo line. Based on my contacts with Rigby, it appeared these were personal funds Luginbill had paid towards some form of charitable work on behalf of Luginbill Children's Foundation.

END OF REPORT

O. Erl

Supplemental Narrative 05/12/2020 08:29:08 Olivia Erl

CONTACT WITH BREANA STANLEY-LGBTQ+ PRESIDENT (2/7/2020)

DETAILS:

During the course of my investigation into Luginbill Children's Foundation, I had been made aware Luginbill Children's Foundation was renting the building of the former State Theatre and was subsequently renting out space in this building to other community organizations. One of these organizations was Chippewa LGBTQ+ Community Center. I was able to make phone contact with the president of this organization, Breana Stanley. In speaking with Stanley, I asked her about her interactions with Joe Luginbill and the Luginbill Children's Foundation. Below is a synopsis of my contact with Stanley.

Stanley explained she had been good friends with Luginbill since January 2017. Stanley indicated LGBTQ+ had been right next to Luginbill Children's Foundation when both organizations were in Banbury Place. Stanley stated LGBTQ+ decided to move to the State Theatre due to Luginbill's involvement. I asked about leases being signed. Stanley indicated many of the organizations that moved into the State Theatre did not have signed leases with Luginbill/Luginbill Children's Foundation. Stanley stated LGBTQ+ did have a signed lease. Stanley stated the lease had been for three years and half of the first year's rent needed to be paid up front. Stanley didn't know all of the other organizations that had moved or intended to move into the State Theatre, and some didn't want to be involved in this investigation.

I asked Stanley if she could email me a copy of the lease, as well as the payment made by LGBTQ+. Stanley did this. I combined these documents into a singled PDF and attached them to this case labeled "LGBTQ+ docs, rec'd 2.7.2020". Stanley informed me that the lease had been signed in October 2019, and LGBTQ+ officially moved in on November 8, 2019. I reviewed through the lease and observed the timeframe was from October 10, 2019 to November 30, 2022. The amount for rent was \$450 per month, totaling \$5,400.00 per year. The lease indicated 50% of the first year's rent needed to be paid upfront. I reviewed the copy of the check issued from LGBTQ+ to Luginbill Children's Foundation, which was dated 10/10/2019 for \$2,700.00 with "State Theater" in the memo line. In reviewing through Charter Bank records, I observed this check had been deposited into Luginbill Children's Foundation charity account number [REDACTED] (Andrew Cray Memorial Scholarship).

END OF REPORT

O. Erl

Supplemental Narrative 05/12/2020 08:30:55 Olivia Erl

RISE CREDIT SUBPOENA RETURN (2/10/2020)

DETAILS:

On 2/10/2020, I received an email response from RISE Credit pertaining to the subpoena request I had sent them. In reviewing bank records from Royal Credit Union for charity account [REDACTED], I observed there were several payments or attempted (rejected due to non-sufficient funds in account) to RISE beginning in July 2017. Due to insufficient funds in the account, it appeared on one payment for \$530.89 actually went through, and the remainder were rejected-NSF. I searched online and observed RISE Credit was a loan company. The documents I received from RISE credit were attached to this case labeled "RISE Documents, rec'd 2.10.2020".

I reviewed these documents and observed the loan application was dated 7/12/2017. The loan applicant was Joseph Luginbill, [REDACTED], Eau Claire, WI 54703. The banking information provided was account number ending 1561. In the financial information section, Luginbill had indicated he was self-employed through Luginbill Children's Foundation and made \$2,900.00 monthly. The amount of the loan was \$2,500.00; the amount of the finance charge/interest was \$3,339.87 (listed as 241.03% annual percentage rate); the total amount scheduled to be paid back between July 2017-May 2018 was \$5,839.87. The loan documents indicated Luginbill had ultimately defaulted on the loan, and the debit of \$3,614.29 was sold on December 22, 2017 to NCB Management Services. RISE Credit did not have access to these records to determine if the loan was ever paid off.

I reviewed through Royal Credit Union records for account ending 1561 (Smile House Fund, Andrew Cray Memorial Scholarship) during the timeframe this loan was applied for. I observed the ending balance for the account in June 2017 was \$1,843.13 and the ending balance for the account in July 2017 was \$1,809.34. There was an external deposit on 7/14/2017 for \$2,500.00 (the loaned amount). I observed there was check #1016 issued from RCU ending 1561 dated 7/16/2017 for \$2,500.00 to Mallory Lewis. Based on my conversations with Heather Rigby, she indicated Mallory Lewis had been a guest speaker at a Luginbill Children's Foundation event in July 2017. It is unknown if this loan was taken out to pay for this speaker, however, regardless of the reason for the loan, during the timeframe of June/July 2017, I observed there were numerous debit card transactions to various restaurants in the Eau Claire area.

I also reviewed through Luginbill's personal bank records at RCU (account ending 2256) and observed his account balance in June 2017 was \$45.75 and in July 2017 was \$236.89.

I completed a subpoena inventory return. I attached a scanned copy to this case labeled "19PD23815 RISE Credit Subpoena Inventory Return". I submitted the original to the Clerk of Courts on 2/10/2020.

END OF REPORT

O. Erl

Supplemental Narrative 05/12/2020 08:32:08 Olivia Erl

PAYPAL SUBPOENA RETURN (2/10/2020)

DETAILS:

On 2/10/2020, I received a response from PayPal via their portal. I downloaded the included documents and later saved them to a DVD, which was packaged into property under property # 41031. I observed Luginbill had 27 PayPal accounts and one Venmo account. I observed there were numerous accounts that had no transactions listed to them. I observed most of the accounts listed Joseph Luginbill (or some variation of the name) as the user profile. The account that had the most transactional history was account number [REDACTED] and the name on the account was "Friends of Joe Luginbill". I observed many payments that were received into this account were labeled "Donation Received". The account profile information itself did not indicate anything to do with Luginbill Children's Foundation; however, due to Luginbill's history of comingling personal and charitable funds, it was unknown whether this PayPal account was strictly personal (or possibly gaining support on the EC School Board) or if this account was related to Luginbill Children's Foundation.

I completed a subpoena inventory return. I attached a scanned copy to this case labeled "19PD23815 PayPal Subpoena Inventory Return". I submitted the original to the Clerk of Courts on 2/10/2020.

END OF REPORT

O. Erl

Supplemental Narrative 05/12/2020 08:33:40 Olivia Erl

LYFT SUBPOENA RETURN (2/11/2020)

DETAILS:

On 2/11/2020, I received an email response from Lyft pertaining to my subpoena request. I downloaded their response and later saved it to this case labeled "Lyft Document, rec'd 2.11.2020". I reviewed through this document and observed all the pickup/drop off locations were in latitude/longitude format. I contacted Lyft about obtaining the actual addresses and was advised the latitude/longitude was the only way their systems would output the data. I used a conversion calculator online to determine the addresses of pickup/drop off. I saved this data into a PDF document, which I attached to this case labeled "Lyft address conversion". In reviewing through the pickup/drop off locations, I observed frequently an address was [REDACTED] Eau Claire, WI 54703; this was Luginbill's home address. Some of these pickup/drop off times were in the middle of the night; some of the transactions listed to locations in California (when Luginbill had attended the pride parade); some transactions listed to Washington DC.

When I had spoke with Heather Rigby, a former employee of Luginbill Children's Foundation, I asked if she or other employees were permitted to use charitable funds for Lyft rides to/from Luginbill Children's Foundation or other Luginbill Children's Foundation event locations. Rigby stated not to her knowledge, and she had not been granted that option.

Based on the above information, it appeared Luginbill had been using charitable funds to cover the cost of various Lyft rides he had taken to/from various locations with one of the frequented locations being his residence at [REDACTED], Eau Claire, WI. Most places of employment do not pay for its employees to travel to/from work or other work locations by use of Lyft. As a result, it appeared Luginbill had been using these funds for his personal use.

I completed a subpoena inventory return. I attached a scanned copy to this case labeled "19PD23815 Lyft Subpoena Inventory Return". I submitted the original to the Clerk of Courts on 2/11/2020.

END OF REPORT

O. Erl

Supplemental Narrative 05/12/2020 08:35:54 Olivia Erl

INFORMATION RECEIVED FROM WI DFI (2/12/2020)

DETAILS:

During the course of this investigation, I searched for Luginbill Children's Foundation through Wisconsin Department of Financial Institutions (WI DFI). I used "Luginbill" to search their records. I was unable to find any result when searching their charitable records; however, I did find Luginbill Children's Foundation was registered as a corporation through WI DFI with an effective date 12/6/2016. I contacted WI DFI to obtain further information. I combined the information I received, along with the documents I located online through WI DFI, into a singled PDF, which I attached to this case labeled "WI DFI Docs-combined, rec'd 2.12.2020".

In reviewing through these documents, I observed Joe Luginbill was listed as the registered agent and the location for the Luginbill Children's Foundation was [REDACTED] Eau Claire, WI 54703. Joe Luginbill and Sandra McKinney were listed as incorporators for the organization; Joe Luginbill, Danielle Claesges, and Karen Manydeeds were listed as directors of the organization. McKinney, Claesges, and Manydeeds were only listed on the initial filing in 2016, amendments were made in the following years, in which Joe Luginbill was listed as the only person. The purpose for which this incorporation was incorporated was "The Luginbill Children's Foundation was launched with a vision of making a meaningful difference in the lives of children. By giving children a healthy start, protection from harm,

and the opportunity for a nurturing childhood, we can change their future and the future of our society. The foundation is launching a number of initiatives to address challenges facing children and families in Wisconsin and beyond. The first initiatives of the foundation are Project 715-A program to educate families and promote bullying awareness, and the Smile House Project-a 12 month planning process to open the first home for displaced children in Eau Claire."

Luginbill had filed with WI DFI in 2017 and 2018, but had not in 2019. Please see attachment for more details.

END OF REPORT

O. Erl

Supplemental Narrative 05/12/2020 08:37:15 Olivia Erl

CONTACT WITH SEAN GALLAGHER-CHARITY GROW (2/24/2020)

DETAILS:

In reviewing bank records I had obtained from Royal Credit Union, pertaining to Luginbill Children's Foundation bank account number [REDACTED], I observed there was a debit card transaction dated 3/4/2017 for \$3,293.00 to Charity Grow. I searched online and observed it appeared to be a similar organization to Charity Fundraising. On 2/24/2020 I was able to contact Sean Gallagher, who indicated he was involved with Charity Grow and had worked with Joe Luginbill.

In speaking with Gallagher, he indicated Charity Grow was a company that operated in the same manner Charity Fundraising did, where the company would send items/packages to charity for charity auction purposes. Gallagher stated he had worked with Luginbill Children's Foundation twice, and each time had been with Joe Luginbill. Gallagher indicated the first time had been in early 2017 for an order purchase of \$3,293.00, and the second was in July 2017 for an order purchase of \$4,073.00. Gallagher stated the first order for \$3,293.00 had been paid, but Luginbill did not pay the order for the second purchase of \$4,073.00. Gallagher stated this was sent to their collections agency (Empire Collections Agency) due to non-payment. Gallagher stated he didn't have access to those records, but was informed payment was ultimately made at some point in the future. I searched Luginbill's personal bank records from Royal Credit Union (account ending 2256), but was unable to locate a payment for that specific amount.

I asked Gallagher if he would be able to email me the invoices for the two purchases. Gallagher stated he would do so. He emailed them to me later that same day. I reviewed the two invoices. The first was dated February 7, 2017 for \$3,293.00. The second was dated June 27, 2017 for \$4,073.00. I attached these to this case labeled "Charity Grow-combined docs, rec'd 2.24.2020". Please see attachment for more details.

END OF REPORT

O. Erl

Supplemental Narrative 05/12/2020 08:38:21 Olivia Erl

CONTACT WITH JACK KAISER-BANBURY PLACE (2/24/2020)

DETAILS:

In analyzing Luginbill Children's Foundation bank records, I observed there were numerous payments to Banbury Place for rent. Heather Rigby indicated Luginbill Children's Foundation had been located in Banbury Place during her employment there. On 2/24/2020, I contacted Banbury Place and was able to speak with Jack Kaiser, who managed financials.

In speaking with Kaiser, he explained Luginbill Children's Foundation had rented office space inside Banbury Place from March 2017 to February 2018. Kaiser stated rent was \$550 per month and \$10 per month for garbage. Kaiser stated Joe Luginbill had signed the lease on behalf of Luginbill Children's Foundation. Kaiser indicated Luginbill had paid rent at first, then stopped paying and was very difficult to get a hold of. Kaiser advised Banbury Place ultimately took Luginbill to smalls claims court in April 2019 due to non-payment. I located this case (2019SC000550). Kaiser stated he ultimately dropped the small claims case when Luginbill made payment for the remaining balance he owned of \$4,237.35.

I asked Kaiser to email me the lease agreement and listing of payments Luginbill had made to Banbury Place. Kaiser did this and I combined the documents he emailed me into a singled PDF document, which I attached to this case labeled "Banbury Place docs-combined, rec'd 2.24.2020". Please see attachment for more details.

In reviewing through Luginbill's personal bank accounts, I observed he had made one payment on 4/6/2018 from his personal RCU account [REDACTED] to BanburyPlace.com for \$1,000.00. Based on this, it appeared Luginbill had used these personal funds for Luginbill Children's Foundation expenses.

END OF REPORT

O. Erl

Supplemental Narrative 05/12/2020 08:39:35 Olivia Erl

INTUIT SUBPOENA INVENTORY RETURN (2/25/2020)

DETAILS:

On 2/25/2020, I received a response from Intuit pertaining to the subpoena I had sent them. I downloaded these items onto a DVD, which I later packaged into property [REDACTED]. I reviewed the documents sent by Intuit. I observed Royal Credit Union bank account [REDACTED] was the bank account linked to Intuit for direct deposit purposes. I observed the business name listed was Luginbill Children's Foundation and the owner listed was Joseph Luginbill. I observed the payments from RCU charity account ending 1561 had been made to Heather Harkins and Kathleen Hackworthy; both were employees of Luginbill Children's Foundation. There were other charges I had observed on RCU's bank records; these were likely fees associated with using Intuit.

I completed a subpoena inventory return. I attached a scanned copy to this case labeled "19PD23815 Intuit Subpoena Inventory Return". I submitted the original to the Clerk of Courts on 2/26/2020.

END OF REPORT

O. Erl

Supplemental Narrative 05/12/2020 08:40:45 Olivia Erl

CHARTER COMMUNICATIONS SUBPOENA RETURN (3/13/2020)

DETAILS:

On 3/13/2020, I received a response from Charter Communications and was able to download the document they provided. I attached the document to this case labeled "Charter Communications-documents, rec'd 3.13.2020". I reviewed through Charter's response and found they were unable to locate the specific transactions provided from Royal Credit Union charity account ending 1561. The information showed Joseph M. Luginbill did have an account through Charter Communications for the address at 801 Truax Boulevard, Eau Claire, WI 54703. Charter was unable to locate anything

pertaining to Luginbill Children's Foundation.

I completed a subpoena inventory return. I attached a scanned copy to this case labeled "19PD23815 Charter Communications Subpoena Inventory Return". I submitted the original to the Clerk of Courts on 3/16/2020.

END OF REPORT

O. Erl

Supplemental Narrative 05/12/2020 08:42:27 Olivia Erl

GODADDY.COM SUBPOENA RETURN (3/16/2020)

DETAILS:

On 3/16/2020, I received a package in the mail from GoDaddy.com that contained a letter and a DVD. I scanned the letter and attached it to the PDF information I received in the DVD. I attached this combined information to this case labeled "GoDaddy docs-combined". I had searched on Whois and found that both Luginbill Children's Foundation website and Joe Luginbill's personal website were both powered by GoDaddy.com. I analyzed the information I received from GoDaddy.com and compiled the data into a chart I attached to this case labeled "GoDaddy Analysis". I broke the information down into three categories based on how the items were paid for and whether there was a domain listed (i.e. joeluginbill.com, luginbillchildrensfoundation.org, etc.). The first section listed items that appeared to be purchased using personal funds for personal use (totaling \$2,005.06), the second section listed items that appeared to be using personal funds for charity use (totaling \$373.11), and the third section listed items that appeared to be using charity funds for charity use (totaling \$585.44). At the bottom of the page I listed all the domains Joe Luginbill had listed through GoDaddy.com.

I completed a subpoena inventory return. I attached a scanned copy to this case labeled "19PD23815 GoDaddy Subpoena Inventory Return". I submitted the original to the Clerk of Courts on 3/16/2020.

END OF REPORT

O. Erl

Supplemental Narrative 05/12/2020 08:43:02 Olivia Erl

FOLLOW UP SUBPOENA TO US BANK AND CHARTER BANK (3/17/2020)

DETAILS:

As a result of the length of this type of investigation, the bank records I had received from Charter Bank and US Bank were now several months old and it was unknown what had occurred in the Luginbill Children's Foundation and Joe Luginbill's personal bank accounts during this time. I drafted an additional subpoena for Luginbill Children's Foundation accounts located at Charter Bank and Luginbill's personal bank account located at US Bank. ADA Angela Beranek reviewed and signed these two subpoenas on 3/17/2020. Judge Schumacher also reviewed and signed these two subpoenas on 3/17/2020. Both subpoenas were served to each bank per their requested manner.

CHARTER BANK-

Emailed subpoena to Mary Reinert.

Case attachment "19PD23815 Charter Bank Subpoena (2)-signed"

US BANK-

Mailed subpoena to US Bank Legal, [REDACTED], Minneapolis, MN 55402.

Case attachment "19PD23815 US Bank Subpoena (2)-signed"

Please see attachment for more details. The original subpoenas were submitted to the Clerk of Courts on 3/17/2020 at 1110 hours; scanned copies were provided to the DA's Office for their records.

END OF REPORT

O. Erl

Supplemental Narrative 05/12/2020 08:43:34 Olivia Erl

CHARTER BANK SUBPOENA RETURN (3/23/2020)

DETAILS:

On 3/23/2020, I received a response from Charter Bank pertaining to the subpoenaed bank records. I received the records in an electronic format and later downloaded them onto the same DVD that contained the first set of subpoenaed Charter Bank records (property #35083). These secondary records were placed into a folder labeled "Charter Bank 2".

I completed a subpoena inventory return. I attached a scanned copy to this case labeled "19PD23815 Charter Bank (2) Subpoena Inventory Return". I submitted the original to the Clerk of Courts on 3/23/2020. Please see attachment for more details.

A future supplement will further explain and analyze this information received.

END OF REPORT

O. Erl

Supplemental Narrative 05/12/2020 08:44:18 Olivia Erl

CONTACT WITH ARDIS CRAY-ANDREW CRAY MEMORIAL SCHOLARSHIP (3/27/2020)

DETAILS:

During the course of this investigation, I was advised to speak with Ardis Cray, who was the mother of Andrew Cray (Andrew Cray Memorial Scholarship). I obtained a phone number for Ardis Cray (██████████) and was able to speak with her via phone on 3/27/2020. I asked Cray to explain her involvement with the Andrew Cray Memorial Scholarship and Luginbill Children's Foundation. Below is a synopsis of my contact with Cray.

In speaking with Cray, she indicated Joe Luginbill had reached out to her in October 2016 as he had read their daughter's book and wanted to help set up a scholarship fund in Andrew Cray's name. Cray stated she was interested in doing something like this to honor her son. Cray indicated she never signed a written contract with Luginbill and everything had been verbal. Cray advised she told Luginbill she didn't want to have any involvement with the monetary aspects or picking of recipients for the scholarship fund. Cray stated she would sometimes assist in helping set up speakers for events. Cray stated, to her knowledge, there had been three events focused on fundraising for the Andrew Cray Memorial Scholarship; each would have been in April or May of 2017, 2018, and 2019. Cray stated due to all that has happened with the news media and Luginbill Children's Foundation, she is still trying to work out what will happen this year. Cray advised she is trying to continue the scholarship through the Andrew Cray Higher Education Fund to separate it from the Luginbill Children's Foundation.

I asked Cray about financial aspects that she knew of with the Luginbill Children's Foundation/Andrew Cray Memorial Scholarship. Cray stated she was not involved, other than what she heard from

Luginbill. Cray stated she had been told the first event raised about \$15,000 and the events in 2018/2019 had raised about \$7,000 and \$5,000. Cray mentioned Luginbill had seemed really distracted this last fall, and she hadn't had as much contact with him. Cray advised the last time she heard from Luginbill was about a week or so ago when he texted her saying he would send her the remaining funds left in the Andrew Cray Memorial Scholarship account. Cray indicated Luginbill had told her the Andrew Cray Memorial Scholarship was in a separate account from his other charities, but she did not currently, nor previously, have access to the funds.

END OF REPORT

O. Erl

Supplemental Narrative 05/12/2020 08:45:24 Olivia Erl

US BANK SUBPOENA RETURN (3/30/2020)

DETAILS:

On 3/30/2020, I received a response from US Bank pertaining to the subpoenaed bank records. I received the records in an electronic format. I downloaded the records and combined them into a single PDF document, which I attached to this case labeled "US Bank Docs (2)-combined".

I completed a subpoena inventory return. I attached a scanned copy to this case labeled "19PD23815 US Bank-2 Subpoena Inventory Return". I submitted the original to the Clerk of Courts on 3/31/2020. Please see attachment for more details.

A future supplement will further explain and analyze this information received.

END OF REPORT

O. Erl

Supplemental Narrative 05/12/2020 08:45:55 Olivia Erl

CONTACT WITH SARAH DILLINGER-MOTHER OF A. CRAY SCHOLARSHIP RECIPIENT (4/10/2020)

DETAILS:

During the course of this investigation, I was advised that some of the Andrew Cray Memorial Scholarship recipients had difficulties receiving payment from Joe Luginbill. I was provided the phone number for Sarah Dillinger [REDACTED] as she was the mother of Emily Otto, one of the Andrew Cray Memorial Scholarship recipients. On 4/10/2020, I made phone contact with Dillinger and asked her to explain her account of what happened. Below is a synopsis of my contact with her.

Dillinger stated she had known Joe Luginbill through the Children's Theater. Dillinger indicated her daughter, Emily Otto, had not even applied for this scholarship. Dillinger advised her daughter received a message from Luginbill the same day as the recipient ceremony asking if she was available that evening to receive the scholarship. Dillinger stated her daughter had not been available, so Luginbill asked her to send him a video of an acceptance speech and send it to him. Dillinger indicated she thought this was rather odd, but came to know Luginbill as being "scatterbrained". Her daughter did send Luginbill an acceptance video and was supposed to receive a \$1,000 scholarship.

Dillinger stated while her daughter was attending University of Minnesota-Duluth in September 2019, she was contacted by UMD saying she owed \$1,000 because the scholarship check had bounced. Dillinger indicated when her daughter reached out to Luginbill, he claimed there had been some sort of mix up where they had drawn from the wrong account and he would send a replacement check. I observed in Luginbill Children's Foundation Charter Bank account number [REDACTED], check number 3061

was issued on 9/13/2019 to University of Minnesota-Duluth with "Emily Otto" in the memo line for \$1,020.00. Dillinger stated the scholarship was for \$1,000.00 and the \$20 was a replacement fee at the university. Dillinger indicated the incident was upsetting, but it was ultimately sorted out. Dillinger commented that prior scholarship recipient Jaiden Davis ended up having huge issues with bounced checks and getting funds from Luginbill.

END OF REPORT

O. Erl

Supplemental Narrative 05/12/2020 08:48:12 Olivia Erl

CONTACT WITH NICHOLAS POSS-MUSIC EDUCATION FUND (4/14/2020)

DETAILS:

In reviewing bank records for Luginbill Children's Foundation, Charter Bank account number [REDACTED] was labeled Music Education Fund. The signers listed on this account were Joseph Luginbill and Nicholas Poss. I located a phone number for Nicholas Poss [REDACTED] and was able to speak with him via phone on 4/14/2020. Below is a synopsis of my conversation with Poss.

In speaking with Poss, he explained he had first met Joe Luginbill in 2016/2017 through another program. Poss stated he (Poss) bought the Eau Claire Music School and started the Chippewa Valley Youth Chorus. Poss indicated when a new director came in, she had wanted the children to be able to attend for free, so Poss reached out to Luginbill to see if he could assist in setting up a fund. Poss stated the Music Education Fund fell under the umbrella of Luginbill Children's Foundation. Poss indicated he only had access to the Music Education Fund bank account, which was through Charter Bank. Poss stated he had no access to any of the other Luginbill Children's Foundation finances. Poss stated the purpose of the Music Education Fund was to raise money for the Chippewa Valley Youth Chorus.

Poss stated within six months, they (Music Education Fund/Poss) had not been having a good relationship with Luginbill/Luginbill Children's Foundation. Poss advised Luginbill was extremely difficult to get a hold of and sometimes would not even contact him back. Poss indicated he was supposed to be completely in charge of money in the Music Education Fund; however, Luginbill had online access and had made several online transfers in fall 2019 without Poss's permission. Poss explained he (Poss) had possession of the checkbook and was the person issuing checks from the account, but Luginbill still had online access. Poss stated between August-November 2019 there had been five online withdrawals from the Music Education Fund account totaling \$586 that he (Poss) had not authorized. Poss stated he contacted Luginbill about this. Poss advised Luginbill stated there had been some sort of error and put the money back. Poss stated he received the bank statements and saw as of January 23, 2020, there had been \$597.67 left in the Music Education Fund. Poss indicated even prior to much information being circulated in the news media about Luginbill Children's Foundation, he had been trying to separate the Music Education Fund from the Luginbill Children's Foundation.

END OF REPORT

O. Erl

Supplemental Narrative 05/12/2020 08:48:46 Olivia Erl

CONTACT WITH SERENA WAGNER-ODD BRAND STRATEGY (4/14/2020)

DETAILS:

During my contact with Heather Rigby and in reviewing Luginbill Children's Foundation Royal Credit

Union bank account [REDACTED], I observed there were three transactions to Odd Brand Strategy. Rigby had indicated Odd Brand Strategy had been helping with development of the children's book Luginbill had been working on. I located a phone number for one of the owners of Odd Brand Strategy, Serena Wagner [REDACTED] and was able to speak with her on 4/14/2020. Below is a synopsis of my contact with her.

In speaking with Wagner, she indicated Luginbill had contacted Odd Brand Strategy in the beginning of 2017 to do work for Luginbill Children's Foundation. Wagner stated Odd Brand Strategy was to focus on illustration, design, layout, social media, and do some branding for Luginbill Children's Foundation. Wagner stated their work for Luginbill stopped in June 2017 because Luginbill had stopped working with them. Wagner stated she was contacted by another company in September 2017, as they had been doing some of the same work Odd Brand Strategy had been for Luginbill Children's Foundation. Wagner indicated Odd Brand Strategy had developed "Chip the Cat". Wagner stated Luginbill had used some of Odd Brand Strategy's work without paying for it, as Odd Brand Strategy owned the copyright to any work they create.

I asked Wagner what the premise was of the children's book/show. Wagner stated she believed it was another way to raise funds for the charity. Wagner stated Luginbill paid his invoices, and the main issue with working with Luginbill had been his use of "Chip the Cat" character without consent. Wagner indicated the two invoices were \$657.50 and \$1,972.50.

I asked Wagner if she had any other information to provide. Wagner stated she was aware of other charities that had wanted to do co-events with Luginbill Children's Foundation, but Luginbill would never provide a 501(c)3 number. Wagner stated she was not sure if Luginbill had been using charity money for his personal use, but circumstances always seemed rather "odd/fishy".

END OF REPORT

O. Erl

Supplemental Narrative 05/12/2020 08:49:15 Olivia Erl

CONTACT WITH SANDRA MCKINNEY (4/14/2020)

DETAILS:

In reviewing Luginbill Children's Foundation bank records at Royal Credit Union [REDACTED] and Charter Bank [REDACTED], I observed there were three payments made to Sandra McKinney:

- (1) Dated 1/29/2017, check #1001, RCU, to Sandra McKinney for \$1,000.00
- (2) Dated 3/4/2017, check #1026, RCU to Sandra McKinney with memo line "Payday :)" for \$1,000.00
- (3) Dated 10/29/2019, check #3070, Charter, to Sandra McKinney with memo line "Donation Reimbursement" for \$10.00

I also observed in documents obtained from WI Department of Financial Institutions that Sandra McKinney, [REDACTED], Eau Claire, WI 54703, was listed as an incorporator in the initial filing of Luginbill Children's Foundation in 2016; however, in subsequent years, her name was not listed.

I was able to locate a phone number for McKinney [REDACTED] and was able to speak with her via phone on 4/14/2020. In speaking with McKinney, she prefaced the conversation by explaining she was a retired minister and Joe Luginbill/his family had attended her church. McKinney stated as a result, some of the information she had was privileged and she could not speak about that. I asked McKinney to explain what she was able to share. McKinney indicated her role for the Luginbill Children's Foundation had been "spiritual advisor". McKinney indicated Luginbill had concerns for children, the LGBTQ community, and those aging out of foster care. McKinney stated she had not helped Luginbill create or develop Luginbill Children's Foundation; she was simply there for support. I asked McKinney if she was aware she was listed as an incorporator for the Luginbill Children's Foundation through WI-DFI. She stated she was not aware of this. I asked McKinney if she was paid for her services as spiritual advisor. McKinney stated she was not. McKinney stated she may have received some smaller payments from Luginbill, but nothing over \$1,000.

McKinney commented that Luginbill had lived with her for a period of time last February. McKinney stated she thought there was a lot of misconception in the community pertaining to Luginbill and the charity funds. McKinney stated Luginbill never seemed to have much money and certainly not the hundreds of thousands that many people thought.

END OF REPORT

O. Erl

Supplemental Narrative 05/12/2020 08:51:26 Olivia Erl

SQUARE INC SUBPOENA RETURN (5/5/2020)

DETAILS:

On 5/5/2020, I received an email response from Square in reference to the subpoena I had issued them. I downloaded the documents I received onto a DVD, which I later packaged into property [REDACTED]. I reviewed these documents and compiled information into a chart, which I attached to this case labeled "Analysis of Square Data". In this chart I included the total amount of charitable funds that had been deposited into Luginbill's personal Royal Credit Union account (account [REDACTED]); this total was \$25,897.98. In this chart I also included the total amount of personal funds Luginbill had paid towards Square through Square donations using the Luginbill Children's Foundation websites; this total was \$927.51.

I completed a subpoena inventory return. I attached a scanned copy to this case labeled "19PD23815 Square Subpoena Inventory Return". I submitted the original to the Clerk of Courts on 5/8/2020.

END OF REPORT

O. Erl

Supplemental Narrative 05/26/2020 13:09:32 Olivia Erl

ADULT VOICE NARRATIVE

INTERVIEWED:

DENNIS LUGINBILL

-REFER TO AUDIO FILE FOR DETAILS-

Supplemental Narrative 05/26/2020 13:09:56 Olivia Erl

ADULT VOICE NARRATIVE

INTERVIEWED:

JOSEPH LUGINBILL

-REFER TO AUDIO FILE FOR DETAILS-

Supplemental Narrative 08/19/2020 14:09:42 Olivia Erl**PHONE CONTACT WITH DENNIS LUGINBILL (5/22/2020)****DETAILS:**

On 5/22/2020, I attempted to make phone contact with Joe Luginbill in reference to follow up on this case. I located a phone number in-house for Luginbill of [REDACTED]. I tried this number and found it was no longer in service.

I then located Joe Luginbill's father, Dennis Luginbill, had a phone number in-house of [REDACTED]. On 5/22/2020, I called and left a voicemail for D. Luginbill to call me back as I was trying to get into contact with J. Luginbill.

D. Luginbill did call me back later that day. I recorded my phone conversation with D. Luginbill and later submitted the department issued audio recorder to be attached to this case. Below is a synopsis of my conversation with D. Luginbill. Please see audio recording for full details. For the purposes of the below supplement, Dennis Luginbill will be referred to as Dennis and Joe Luginbill will be referred to as Joe.

In speaking with Dennis, he informed me he had passed along my phone number to Joe, and he expected that Joe would be giving me a phone call back yet this afternoon. I asked Dennis what Joe's direct number was. Dennis indicated it was [REDACTED]. I asked Dennis if Joe was still living in Wisconsin; Dennis indicated Joe was now living in Washington DC and he was unsure if Joe had plans to return to Wisconsin.

Dennis asked if there was anything he could help with. I advised Dennis I was calling about the Luginbill Children's Foundation and based on what I had seen on the Luginbill Children's Foundation website, it appeared he (Dennis) and other family members were a part of the LCF board. Dennis stated Joe had asked if he could put them in as board members, which he stated was fine, but ultimately Dennis indicated he did not have any involvement with Luginbill Children's Foundation. I asked Dennis if any of the other family members that had been depicted on the website as being board members had been involved with LCF. Dennis stated they were not. Dennis indicated he and his wife helped out with some LCF events by providing music, but other than that they were not involved.

I asked Dennis if he or his wife had loaned Joe any money for LCF. Dennis stated "no, not really". I asked Dennis what he meant by not really. Dennis commented about a parent helping out their child, but not to a great degree; he also commented about LCF finances "the extent to where financial things had gotten, we had no idea about any of that." I asked Dennis if he, his wife, or other family members had any financial access to the bank accounts for LCF. Dennis stated they did not have access to any of that.

I asked Dennis how LCF had come into fruition. Dennis stated it had all been Joe. I asked Dennis if Joe had talked to him about creating LCF or ideas he had for the foundation. Dennis stated he had not. Dennis commented how he (Dennis) was a teacher and had never heard of someone creating a foundation before.

I asked Dennis if Joe had expressed any struggles with the foundation to him. Dennis stated there had always been struggles off and on that always pertained to money. Dennis indicated Joe had great ideas, but it was dependent upon money. Dennis stated he had no idea about the agreement Joe had with "Mo" (owner of the State Theater) pertaining to utilities. Dennis commented that he thought Joe was "always hoping he'd make enough money to make it go." I asked Dennis if "Mo" had ever reached out to him about anything, or if all the arrangements had been done with Joe. Dennis stated everything had gone through Joe.

I asked Dennis if he, his wife, or any of his other children received money from Joe on behalf of LCF for anything they did. Dennis stated he was the only one to receive money from Joe and that was due to Joe hiring Dennis to write music for the children's show Joe had been creating. Dennis indicated it had not been a lot of money, as he (Dennis) was mainly doing it to help Joe out. Dennis stated Joe did pay numerous musicians to come into a recording studio to record music. I asked Dennis about any musicians he recalled Joe hiring; he indicated Carol Olson, Adam Bohl, Evan Bittles, Jeff Cowell, Jeremy Boettcher, and a few others. I asked the timeframe of when this recording was taking place. Dennis indicated it occurred over a few years on/off, but believed it began in summer 2017. I clarified with Dennis that Joe would not have paid his wife for anything. Dennis stated she would not have received any money from Joe.

Dennis then asked me how long this investigation has been going on. I advised Dennis the investigation mainly started in October 2019, then with the information that came forward at the beginning of 2020 there were concerns about Joe misappropriating money. Dennis stated he knew there was never much money coming into LCF. Dennis stated Joe had not been taking a salary or making any money from LCF to his knowledge. I asked Dennis if he knew if Joe had been reimbursing himself for various things. Dennis indicated there may have been some things, but he knew that Joe was putting in many hours with the foundation and was not being compensated for it. I asked Dennis if Joe had any other jobs while running LCF. Dennis stated Joe had several jobs along the way, including working at Clean Power, Unicef, social work through Eau Claire County, and others.

I asked Dennis if he could think of anything else he'd like to add pertaining to his knowledge of LCF to help clarify for me LCF. Dennis indicated from his perspective, it was difficult to read many of the assumptions that people made in the news media in the earlier part of this year. Dennis stated Joe was a young man with a good heart, had a lot of good ideas, but didn't have a good financial plan to make the foundation go. Dennis stated it was not a matter of Joe misappropriating money, there just wasn't enough money to pay the bills.

I asked Dennis if he had knowledge of the other organizations that had plans to move into the State Theater with LCF and whether that had ever panned out. Dennis stated he knew there had been a couple groups, such as LGBTQ Center, a work force group, and others. Dennis indicated it had been a way to generate revenue for LCF. Dennis stated to his knowledge since that point in time that Joe and Mo (owner of State Theater) have worked out an agreement where Joe was paying Mo for the State Theater, but Dennis stated he didn't really know the details of this. Dennis commented that Joe was in the process of trying to pay various people back.

I then clarified with Dennis again that from his perspective the situation was not a matter of Joe misappropriating money, but a matter of Joe not having a good financial plan in place to run LCF. Dennis stated that was accurate. Dennis commented about there not being enough money to make the charity run. I asked Dennis if he had any idea about how much money had been coming into the charity. Dennis stated he was not sure. Dennis indicated he knew there were donations coming in sporadically from time to time. Dennis indicated he thought things got really difficult for Joe when he tried to take on the running of the State Theater.

I asked Dennis if he knew whether there had been separate bank accounts for all of LCF. Dennis stated he was sure Joe had a bank account for the foundation, but he indicated that beyond that he was unsure if Joe had separate bank accounts for the different parts of LCF. Dennis indicated it would have been separate from Joe's own accounts. I asked Dennis if he knew of Joe using any of his personal money to pay for charity expenses. Dennis stated "not that I remember, I think he tried to keep it separate as much as he could."

I advised Dennis I did not have any other questions at that point. I asked if I did have additional questions, if the number I had called was the best to reach him at; he stated it was.

END OF REPORT

O. Erl

Supplemental Narrative 08/20/2020 09:39:33 Olivia Erl

PHONE CONTACT WITH JOE LUGINBILL (5/22/2020)

DETAILS:

On 5/22/2020, after speaking with Dennis Luginbill, I did receive a phone call from Joe Luginbill [REDACTED]. I recorded my conversation with Luginbill using a department issued recorder, which I later submitted to be attached to this case. Below is a synopsis of my conversation with Luginbill. Please see audio recording for full details.

When Luginbill called me, he confirmed he was Joe Luginbill. I advised Luginbill I wished to speak with him about Luginbill Children's Foundation (LCF) to obtain further information from his perspective about the foundation and what its purpose was. I asked Luginbill how the charity was started. Luginbill stated in 2016, he had been working as a case worker through Eau Claire County and during this time he observed certain gaps in services in the community that he wanted to rectify. One of these gaps was homeless young adults that had aged out of foster care. Luginbill stated he wished to do something about this. Luginbill stated he has been involved in various organization in the past, and he wished to take on this "passion project" of his. He indicated it started rather small, and it should have remained that way, but as time went on he received many different requests for different initiatives. Luginbill stated he wanted to say yes to everything, but LCF eventually reached a point where it became unmanageable with the different requests and the promises they were trying to make. He indicated they weren't able to do certain things because they were not receiving the funds/support to do it. He stated LCF became unsustainable. He stated he did LCF on the side.

Luginbill stated it was very poor timing when everything essentially fell apart for LCF because it was at this point, he indicated he was dealing with his own mental health issues. Luginbill stated he was admitted into a partial hospitalization program to focus on his mental health. Luginbill stated this unfortunately left a lot of unanswered questions and concerns that people had. Luginbill stated he was now at a phase where he was trying to go back and make sure "all of the circles were closed" to conclude everything with closing LCF.

Luginbill again reiterated that LCF started for him as a "passion project", but grew to be much larger than that. He commented that he did not have training to run an organization of that size. He indicated that he wasn't asking for help, like he should have because he thought he could do it all himself. Luginbill indicated he took on "too much, too soon, too fast" with all of LCF. Luginbill stated he "promised too much". Luginbill stated he had a lot of goals that he wanted to make happen.

Luginbill stated he had to shut down his social media, change his phone number, and move out of Eau Claire due to so much negativity he received as a result of LCF falling apart and he "retreated" to focus on his mental health. He stated it created a space for the community to assume the worst.

I asked Luginbill if he felt he was in a better mental state now to discuss what occurred with LCF. Luginbill stated he felt he was not in a perfect state, but he needed to make sure everything with LCF was officially resolved and speaking with me was a part of that.

I asked Luginbill when LCF was officially founded. He stated it was at the end of 2016. He indicated he had all these ideas at that time, and he had gone to various trainings around that time as well about non-profits and advocacy so he felt it was the right time to start things with LCF. I asked Luginbill when he started LCF if he had any sort of employees or people helping out. Luginbill stated he had a few "core volunteers" that he started with and a few organizations he initially associated himself with, but there had not been any paid employees in the beginning. Luginbill stated the only time he had a paid employee was a few years ago when he had an office space. Luginbill stated he had only one employee, who he indicated was "Heather", and she had done office type work. I asked Luginbill if Heather was the only paid employee. He stated she was. He commented that paid employees was something he never really had the budget for. Luginbill stated with the State Theater, he had an arrangement with Work Force Resource, where they had brought in a construction crew to help "beautify" the space, but this had been done through third party means. I asked Luginbill if he recalled the time period Heather had worked for him. He indicated 2017/2018, and that it had been part time and mostly just office functions.

I asked Luginbill if he had ever financially compensated the volunteers he mentioned having with LCF. He stated no. He indicated the only payments he made to people would have been a payment for services rendered. Luginbill stated he would reimburse people for purchases, such as equipment purchases or for trainings attended. I asked Luginbill if he had kept a log or record of people he had hired for various services. Luginbill stated it was just on an "as needed basis" where if something was needed, he would procure it. He stated he didn't feel LCF was the size of an organization where they would need to have something like that (referring to a log/record). Luginbill commented that looking back, "those are things that I wish that I had." He stated there was not the level of "attention to detail and record keeping" that was necessary, and looking back it would have been helpful to help predict the needed budget for LCF. Luginbill stated if there was some sort of invoice or receipt, he would try to reference that on the payment. I asked him if he had kept copies of invoices. He stated he kept copies of "some" invoices. Luginbill stated he had access to some of these invoices on his laptop with him, but others were at his parent's residence that he did not have access to now as he was living in Washington DC. Luginbill stated "the record keeping system was not really something that I was good at". He indicated he had way too much going on and not enough attention detail to make sure everything was tracked. Luginbill stated the record keeping at LCF was "not at the level anyone would recommend if you were properly running an organization."

I advised Luginbill I had observed on the LCF website before it was taken down that his family members were the board members of LCF. I asked if this was accurate. Luginbill stated they were the board in the sense that they would have an annual meeting in which would be a call them and send them an email update. He stated they were not the board in the sense that they had any additional responsibilities. He indicated his parents had helped him out more through "sweat equity". Luginbill stated he named the foundation LCF because he wanted it to be a family project.

I asked him if his parents had assisted him financially with LCF. He stated they had not, they had assisted "in kind" by providing music for events and helping him organize things. I asked if he had ever paid his siblings or parents for any LCF services. He stated he had paid his father for some music he had done for LCF. Luginbill stated if his mother had purchased some cleaning

supplies to clean something for LCF then he would reimburse her, but that was the extent of any financial compensation for his parents.

I asked Luginbill with his family being considered board members whether each had a specific title (i.e. president/treasurer) assigned to them. He indicated when they had to file for LCF, he had to put them in respective positions. He stated LCF was not at the size that he felt it was necessary to have regular sit down meetings. I asked what each of their titles would have been assigned. He indicated they all would have just been classified as "voting board members". Luginbill stated when he filled out the paperwork, he had put himself down for president and secretary, but the rest were just board members. I asked Luginbill if he would have been the only one in LCF to have complete financial access to the bank accounts. He stated that was not correct. He indicated with some of the DBA accounts for the specific initiatives there were other people that were listed as signers on the account. He stated other than those others listed in the account for the specific programs, there would not have been anyone else other than himself that had access. I asked Luginbill if he could provide me with an example of an account that would have shared access. He stated the Music Education Fund was one of the those accounts where the executive director (Nick Poss) of the Eau Claire Music School also had direct access to the funds in the account.

I asked Luginbill for his role in LCF whether he had received any type of salary or financial compensation. He stated he never paid himself a salary or any type of financial compensation. He indicated the only financial compensation he did provide himself was reimbursements for a conference he attended or supplies he purchased for LCF. He commented that there were times if the purchase was very small (i.e. less than \$25) he would not reimburse himself for it.

I asked Luginbill where he had banked through for LCF. He stated initially through Royal Credit Union, then switched to Charter Bank, and at the very end he began switching everything over to Bank of America. I asked if he had separate bank accounts for the separate charities under LCF. He stated he did have separate account for the different programs, but for some of the smaller initiatives they would just fall under the main LCF bank account. I asked whether he had kept the different charities separate. He stated he had, but most of the DBA accounts did not have their own checkbook. He indicated the Music Education Fund was one of the accounts that did. He stated for those accounts that did not have a checkbook assigned to them, then money would need to be transferred from that account to the general LCF account to issue out a payment. I asked if he recalled how many bank accounts there were total. He stated he thought there had been about 4-5 at any given time, but some were only open for a period of time for different initiatives.

I asked if there was a debit card/credit card attached to any of the accounts. He stated there had been a debit card attached, but there had been no credit card for LCF. He stated the debit card was not used very often, but it was used along with the checkbook. He commented that towards the end he had been looking into getting a credit card for LCF to help finance some of the different initiatives that he wanted to do. Luginbill stated LCF was not receiving the amounts of money from donors that was really needed to cover the costs for the State Theater. He commented that per month it costed approximately \$5,000 just to have the building up and running, even while vacant. He stated it was probably a blessing in disguise that he never ended up getting a credit card for LCF because that likely would have led to further debt.

I asked Luginbill if there had been any fraud on any of the LCF bank accounts. He stated there had not been any fraud on the accounts, as the only people using the accounts were him or other signers. I asked Luginbill if he had ever comingled any of the LCF funds with his personal accounts. He stated he had not. He stated the only charity funds going into his personal account would have been reimbursements to himself, which would have only been in the form of a

check with something listed in the memo line. He stated he was not employed by LCF so he was not receiving paychecks. He commented how LCF was a "side project" for him, and there had been times when he would donate some money to LCF.

I asked Luginbill if with the LCF checkbook, debit card, or online he had used any of the LCF funds for his personal use. Luginbill stated he had not. He stated the only charity funds he would have used for personal use would be the check reimbursements he had paid himself. He commented there would be periods of time when there was nothing on the debit card. I asked Luginbill if he had ever used any of his personal funds to pay for LCF. He stated the only time he used personal funds for charity use would be if he made a donation himself to LCF. He stated he had only done this a couple times. He commented that he did not have a lot financially that he was able to give, but he gave a lot in terms of his time to LCF. He stated "in kind" he gave a full time employee's worth of time.

I asked Luginbill if there had been any other individuals (other than himself) that he had reimbursed using the LCF account. He stated there had been some other reimbursements. He indicated many of these reimbursements towards the end had been for construction costs. I confirmed that all of the reimbursements had come from LCF. He stated yes it was through the charity checkbook. I asked Luginbill if there had been any online payments to people. He advised only during the time he had employed the one employee and had used Intuit.

Luginbill had mentioned reimbursements with contractors numerous times. I asked if this had been related to the Smile House. He stated it was. He indicated that LCF had not owned the Smile House, but had an agreement with the owner. He stated as the project progressed it became clear the owner of the Smile House did not have adequate funds to renovate the house properly, which then fell to LCF to fund this. He stated the construction workers were paid through Work Force Resource. He stated his only LCF payments towards the contractors were for reimbursements for equipment/supplies. I asked him where Smile House was located. He stated it was located at [REDACTED], Eau Claire. Luginbill stated the agreement signed with the owner of the Smile House was that LCF would provide funds to pay for staff at Smile House once it opened in the fall, but the renovation cost was on the homeowner, "Josh Bushland". Luginbill stated the renovations cost aspect had not been included in the signed contract, but it had been his assumption when he signed it that the homeowner was going to be responsible for this. However, when the renovation started the homeowner indicated they did not have the funds to do a renovation.

I advised Luginbill that it sounded like the Andrew Cray Memorial Scholarship was another large undertaking of LCF. I asked Luginbill if he could explain more about this. He stated he wanted to start this because there had been no post secondary programs for LGBTQ in the area, and since he was the first openly gay elected official, he wanted to do something like that. He stated he had heard about the story of Andrew Cray and wanted to start something in his name. He stated it was a scholarship fund of its own, and each year had a fundraiser for the fund. He indicated LCF never took in much money from these fundraisers for Andrew Cray, but they were still good educational events. He stated it was a scholarship for LGBTQ students, who lacked family support possibly due to coming out. He indicated the first recipient received \$5,000, and each subsequent scholarship after that was based on the story that applicant had shared. He indicated if the applicant had more family support then the scholarship might have only been about \$500 to \$1,000. He stated each year almost all the money raised for the scholarship would go towards the scholarship. He stated it was a "passion project" for him. I asked if he had kept records for each of the scholarship recipients and how much they received. He stated he had, and at the time he had kept a spreadsheet of the scholarship recipients, auction items, event locations rental costs, etc. He said he had kept track of donations received for this scholarship, and most donations came

in online with some being in the form of a check. He indicated the last year (2019) there had been three scholarships; in 2018 there were either 2-3 scholarships. He stated the number of scholarships was really determined on how much they brought in during the fundraiser. He stated the first fundraiser had been at the Lismore.

I asked if the recipients of the scholarships had to apply in some way. He stated there was an application to fill out, which was advertised to school counselors and send them in the mail. He stated he had hopes that the applications for this year would have been completely online for ease of access, but previously the applications had to be mailed.

I asked Luginbill if he had any idea on the total amounts of money coming into LCF. He asked if I meant for the scholarship. I asked for the scholarship and an overall total. He indicated that about \$10,000 each year came in for the scholarship. He stated the second year of the fundraiser for the scholarship did not bring in quite as much. He indicated that this year he's working on closing out everything. He stated with the scholarship fund he's working to get a final disbursement check to the new fund the family was setting up. He stated the funds raised for the State Theater had not been that much and it varied by month depending on the donations. He indicated in any given month there had not been more than \$4,500 raised for the State Theater. He stated the money raised for the State Theater ultimately went right back into the upfront costs of the State Theater. He indicated the other programs did not bring in much money, unless there was a "push" to get donations. He provided an example that if the Music School was going to be providing music lessons there might be a fundraiser to raise funds at that point, then not take in donations for months.

He stated LCF had no stable income sources, which was one of the downsides of the organization. Ultimately, he stated it was "all over the place" with regards to the amount of funds LCF would take in per month. I asked how people were able to donate to LCF (i.e. check, online, cash, etc.). He stated LCF did not do cash. The only time cash was accepted would be at a specific fundraiser where there might have been a jar set out for a specific fund, but most people wrote checks. He stated most donations were made online and some people mailed checks. He indicated the public "hype" for LCF "definitely overshadowed the amount of money received".

I asked Luginbill if he had any idea the overall total amount of funds donated to LCF from the start of the organization to now. He stated that he did not believe the overall total would have been more than \$50,000. He stated that might be a conservative estimate, but he felt that was fairly accurate as many of the programs brought in much money. He stated the first few years of LCF, he did not have an office. He indicated when he was doing the "Street Outreach Program" he had been doing this out of his car. He commented that he felt a public misconception of LCF was that the program had been very successful when in reality it had not been. He stated one big example of this had been the State Theater project. He stated on the opening night he had many sponsors; however, the total amount donated was about \$5,000. He indicated it seemed the public thought LCF had been given the State Theater, but in reality LCF was a paying tenant in the building (paying a minimum of \$2,500 per month). He commented about LCF "I really really had the heart for it, but did not have the skills to manage it properly". He stated in the end everything became too overwhelming and too much.

I asked about the other organizations that had been in the State Theater. He stated the LGBTQ Community Center was a subtenant in the building. He indicated he was trying to provide organizations an affordable office space to rent, but with everything falling apart he felt absolutely horrible about what happened. He indicated as part of the disbursement and closing everything out, he paid back the organizations that had paid rent up front. He stated LCF was affiliated with Work Force Resource, which had people at the State Theater. He

indicated the relationship with Work Force Resource was not financial in nature, as LCF provided a work space and Work Force Resource provided assistance with construction and supplies. I asked if it had just been those two organizations subletting in the State Theater. He indicated before he had his "breakdown" he had been in coordination with other organizations, but the only organization paying rent at the State Theater to LCF had been LGBTQ Community Center. He indicated the cost of rent for LGBTQ had been very low, about \$400 per month. He again reiterated the intent to provide a low-cost office space for other nonprofits.

I asked Luginbill if he had ever taken out any loans for LCF. He stated he had not. He indicated he considered doing this for the Smile House and State Theater, but he had not done that. He commented he was "in over his head" on this and "attention to detail was not his strong suit".

I asked Luginbill if he ever had to file taxes for LCF. He stated when he initially started the 501(c)3 status, there had been a lot of paperwork involved with that. He indicated there was a 990 that he had to do within the first three years. He stated it was when everything fell apart that the 990 form had been due (around January 2020), so it was something that didn't get done. He stated as a result, LCF lost its 501(c)3 status. He indicated having to finish a 990 form, and he had hired someone to assist in doing this and closing out the accounts. He indicated he also had to file a dissolution form with the state.

I asked Luginbill if during this period of time with LCF if he had his own personal bank accounts. He stated he did. He stated his personal accounts had been through Royal Credit Union and US Bank. He indicated with his personal donations that he made from his personal accounts to LCF those donations were typically only around \$50. He commented that although he had donated money a couple times to his charity, he was not a wealthy person and didn't have that much money to give. He had mentioned using Royal Credit Union and US Bank "while in Eau Claire". I asked what he meant by "in Eau Claire." He stated when he moved out to DC, he started banking at another bank. I asked where he was banking now. He indicated he was currently banking with US Bank. I asked if he ever had a charity account through US Bank. He stated he had not; the only time he had a personal account and charity account at the same location was with Royal Credit Union. I asked if there were any difficulties keeping the fund separate when banking personally and charitably at Royal Credit Union. He stated there were no difficulties. He stated at the beginning it was easy to keep track of things because there had not been so many sub accounts, like there were later with LCF. He indicated LCF was not with Royal Credit Union for very long before switching over to Charter Bank. He mentioned running into "a lot of fee issues" when he had been with Royal Credit Union.

I asked Luginbill about some various documents he had kept (i.e. invoices, records for scholarship recipients, LCF costs for fundraisers, reimbursements, etc.). I advised I could send him an email with some documents to look for and asked if he would be able to email them to me. He stated he could certainly do that. He indicated he did not have all of the documents he would at his parent's place, but he could send me what he has on his laptop. He commented that his "recording keeping process was abysmal at best", but he could email me what he had. I asked him what his email address was. He indicated it was [REDACTED]. I advised during the following week I would send him an email of documents to look for.

I asked Luginbill his address, he indicated:

[REDACTED]
Washington, D.C. 20008

I confirmed the number he called from [REDACTED] would be the best number to reach him to follow up with. He stated that was the only number to reach him

at.

I asked if he had any questions for me. He stated he did not. He commented about "closing out" LCF. I asked what his plan was to do this. He indicated the policy for dissolving a charity required that the money go towards services rendered or writing out a check to another nonprofit. He indicated for the Andrew Cray account the family was setting up a new fund and the leftover money from the Andrew Cray Scholarship would go towards this. He stated he would also complete the 990 form and file for dissolution with the state. I asked Luginbill if he knew how much money was left in the LCF accounts. He stated he didn't have the numbers in front of him, but the Andrew Cray account still had about \$12,000-\$13,000 left in it, the State Theater fund had nothing left, and the Smile House fund had about \$7,000 left in it. He stated the money from the Andrew Cray account would go towards the new scholarship fund the family was setting up, and the money from the Smile House since that project had ended, he was looking at providing the money to a different organization. He stated there were no funds left in the LCF general account that were "unspoken for". I asked if all of these funds were still at Charter Bank. He stated no, that these funds were all transferred to Bank of America. He commented that there was very little going on with the Charter Bank accounts. He stated he has not accessed the Charter Bank accounts in a long time. He stated most things with Charter Bank were inactive. He stated his priority right now was to disburse the funds as necessary. He stated it was only very recently that he had started this disbursement process due to him having been dealing with his mental health and in partial hospitalization.

I again advised Luginbill I would send him an email next week with some documents to email me, if he had them. He stated this was fine. He indicated again that this was the best number to reach him at, and if I had any questions, I could reach out to him.

On 5/27/2020, I sent Luginbill an email requesting for various documents pertaining to LCF. On 5/28/2020, Luginbill responded via email acknowledging he received the email, would search through his laptop, and send me what he had. On 6/15/2020, I still had not received a response from Luginbill and sent him a follow up email inquiring about the status of any records for LCF. I attached a copy of this email to this case labeled "Email to Joe, dated 5.27.2020 & 6.15.2020". Please see attachment for details.

END OF REPORT

O. Erl

Supplemental Narrative 08/20/2020 10:56:34 Olivia Erl

DOCUMENTS RECEIVED FROM JOE LUGINBILL (6/21/2020)

DETAILS:

On 6/15/2020, I still had not received a response from Luginbill and sent him a follow up email inquiring about the status of any records for LCF. On 6/21/2020, Luginbill sent me a Google Docs folder to open. On 6/22/2020, when I was working, I opened this folder and downloaded the ten documents contained in it. I also took a screenshot of the folder, which I attached to this case labeled "Screenshot of Google Drive, 6.22.2020".

The ten documents contained in the folder were:

"Certificate of Status"

-Showed LCF was registered as a domestic corporation or domestic LLC through

Wisconsin Department of Financial Institutions.

"Certification of filing"

-Showed same document as above through WI DFI

"EIN Luginbill Children's Foundation"

-Dated letter from IRS (09/23/2016) indicating employer identification number [REDACTED] had been assigned to LCF.

"Lease Agreement - State Theatre (DRAFT)"

-This was a draft copy of the lease between LCF/Joseph Luginbill and Azara Properties for the rental of the State Theater. The lease did indicate the rent per month was \$2,500 and all other expenses (i.e. utilities) were the responsibility of the tenant. The lease also indicated a need for the tenant to have insurance.

"Lismore Contract"

-A copy of a contract between Lismore Hotel and LCF/Joe Luginbill for the rental of space at the Lismore for an LCF event. The contract was signed on 4/20/2018 for an event on Friday, May 4, 2018. The rental amount was \$750.00 and required \$500 payment upfront for the space.

"LUGINBILL CHILDRENS FOUNDATION"

-A copy of a contract between Lismore Hotel and LCF/Joe Luginbill for the rental of space/food/services at the Lismore for an LCF event. The contract indicated the event was scheduled for Friday, February 24, 2017 and had been signed on 2/16/2017. The total amount on this invoice was \$803.99.

"Luginbill Foundation Business Owners Policy Downpayment"

-This was a copy of a business owners policy for LCF to have insurance at 316 Eau Claire Street (State Theater). The invoice was dated 4/8/2019 for insurance beginning on 4/9/2019 and expiring on 4/9/2020. The total cost listed was \$1,573.40. The insurance company was Coverwallet.

"Luginbill Foundation Insurance Policy"

-This was a copy of the Coverwallet policy with details. This document indicated the total premium due was \$5,892.00.

"Print Order # 10004756"

-This was an invoice from Charity Grow dated 2/7/2017 to LCF for charity auction items. The payment total showed \$3,293.00, which was paid using card ending 2586.

"Workforce Construction Training Program"

-This was a document showing information from Workforce Development "Construction 101 Program" that was to be held in the State Theater. The start date was TBD.

All of these documents were attached to this case. Please see attachments for full details.

On 6/22/2020, I did send Luginbill an email indicating I had received the ten documents in the Google Drive and indicated for him to let me know if he had any other documents to submit. As of 8/20/2020, I did not receive any further correspondence (either via phone or email) from Luginbill pertaining to this email. I attached a copy of the email I sent to Luginbill on 6/22/2020. Please see attachment "Email to Joe, dated 6.22.2020" for full details.

END OF REPORT

O. Erl

Supplemental Narrative 08/20/2020 11:36:51 Olivia Erl**CHARTER BANK AND BANK OF AMERICA SUBPOENAS SERVED (7/7/2020 & 7/8/2020)****DETAILS:**

After conferring with the DA's Office, who requested additional follow up be conducted with the financial records in this case, and due to the length of this investigation, I drafted subpoenas for Charter Bank and Bank of America and emailed them to ADA Robert Stoiber on 6/18/2020. Charter Bank had previously been subpoenaed twice. Bank of America had not previously been subpoenaed; this bank was being subpoenaed due to information Luginbill had provided in his interview indicating that Luginbill Children's Foundation still had bank accounts located at Bank of America with funds left in them.

On 7/6/2020, ADA Robert Stoiber reviewed and signed these two subpoenas. On 7/7/2020, Judge Schumacher also reviewed and electronically signed these two subpoenas.

On 7/7/2020, I sent an emailed copy of this subpoena to Charter Bank (Mary Reinert [REDACTED]). On 7/8/2020, I placed into certified mail a physical copy of the subpoena for Bank of America.

On 7/8/2020, I submitted printed copies of these two subpoenas to the Clerk of Courts. I attached electronic copies to this case labeled "19PD23815 Charter Bank Subpoena (3)-signed" and "19PD23815 Bank of America Subpoena-signed". Please see attachments for full details.

END OF REPORT

O. Erl

Supplemental Narrative 08/20/2020 11:37:25 Olivia Erl**CHARTER BANK SUBPOENA RETURN (7/17/2020)****DETAILS:**

On 7/17/2020, I received a secured email from Charter Bank containing financial records requested in the subpoena for this case. I downloaded these electronic documents and later saved them to the DVD which contained all other subpoenaed information from Charter Bank [REDACTED] in a folder labeled "Charter Bank-3".

I completed a subpoena inventory return, which I submitted to the Clerk of Courts on 7/20/2020. I attached a scanned copy of the return to this case labeled "19PD23815 Charter Bank Subpoena Inventory Return-3". Please see attachment for additional details.

The additional information received from Charter Bank will be discussed in a future supplement.

END OF REPORT

O. Erl

Supplemental Narrative 08/20/2020 11:37:40 Olivia Erl**BANK OF AMERICA SUBPOENA RETURN (8/13/2020)****DETAILS:**

On 8/7/2020, Bank of America sent me a secured email indicating they were unable to locate any accounts with the information provided in the subpoena (full name, DOB). They requested to obtain the bank account numbers and the social security number. I did email Luginbill's SSN [REDACTED] and LCF's EIN [REDACTED] back to Bank of America on 8/7/2020; I indicated due to the nature of the investigation I did not know the actual bank accounts.

On 8/13/2020, I received a secured email from Bank of America containing subpoenaed documents for Joe Luginbill; I did not observe any accounts listing to Luginbill Children's Foundation. I downloaded these documents and later saved them to a DVD, which I submitted to property [REDACTED].

I completed a subpoena inventory return, which I submitted to the Clerk of Courts on 8/13/2020. I attached a scanned copy to this case labeled "19PD23815 Bank of America Subpoena Inventory Return". Please see attachment for more details.

The information received from Bank of America will be discussed in a future supplement.

END OF REPORT

O. Erl

Supplemental Narrative 08/25/2020 16:06:05 Olivia Erl**LUGINBILL CHILDREN'S FOUNDATION-OVERALL ANALYSIS****DETAILS:**

Since this investigation began, I have obtained numerous documents and information from various sources. This information has individually been documented in the previous supplements, and in this supplement the intent is to provide an overall analysis on the use of Luginbill Children's Foundation (LCF) funds, in particular focusing on funds that appeared to be used for personal use.

LCF:

As part of this investigation, I had inspected and saved information from the LCF website, which is now no longer operational. On this website, I located the following information about the organization: "Founded in December 2016, the Luginbill Children's Foundation is a nonprofit organization committed to ensuring that every child in the Chippewa Valley grows up in a safe, kind, and loving community. We receive, hold, utilize, administer, and dispense gifts and grants and act without profit as trustee of educational and charitable funds/programs. We have been named by the Chippewa Valley Magazine readers as one of the Top 3 family-focused non-profit groups in the Chippewa Valley. You can learn more about the work of our foundation by exploring the "Programs" tab." Further down on this page is a "Who we are." section. The founder and president listed was Joe Luginbill, and his bio read "Joe Luginbill launched the foundation in December 2016 in an effort to fill systematic gaps impacting

children and families. Joe's work has included outreach with migrant children and families and case management with children in foster care. Joe is the past president of the Eau Claire Area School Board and a member of the United Nations Major Group for Children and Youth. You can learn more about our founder by visiting JoeLuginbill.com."

This website also had a picture of the LCF board shown "Our Board-The Luginbill Family". The description provided indicated "Members of the Luginbill Family serve as the governing Board of Directors of the Luginbill Children's Foundation."

The Luginbill Children's Foundation also had a PDF document of bylaws on its website. Within this document under section four and five of article five, there was information pertaining to the president and treasurer of the Luginbill Children's Foundation and finances. Under the president section it read "The President and Vice President may sign checks if the Treasurer is not available, provided that if the check is in excess of \$500.00, it is countersigned by one other individual authorized to do so by the Board." Under the Treasurer section it read "He/she shall also sign all checks drafts, notes, and orders for the payment of money, which shall be duly authorized by the Board of Directors and shall be countersigned by another authorized individual when exceeding the amount of \$500." Despite this information, which was available to the public on Luginbill Children's Foundation website, Joe Luginbill was listed as the only signer on the Andrew Cray Memorial Scholarship account through Charter Bank [REDACTED].

These LCF bylaws also had a section under article five that read "The Board of Directors may employ staff and personnel with such titles as the Board of Directors shall determine according to the available administrative funds and needs of LCF. The Board of Directors shall establish the rate of compensation and benefits for personnel."

Based on reviewing information promoted to the public by LCF, and as a member of the general public, it would be my belief that LCF was a non-profit charity designed to help children in varying ways and that LCF had a governing Board of Directors in place to help with checks and balances within the charity.

VARIOUS LCF BANK ACCOUNTS:

During the course of this investigation, numerous bank accounts belonging to LCF and Joseph Luginbill were identified. I have compiled a PDF document with excel charts showing monthly balances and account holder information, which I have attached to this case labeled "19PD23815 Various Bank Accounts Analysis". Please refer to these charts while reading the below section about accounts. Below is a listing of various bank accounts identified:

(LCF accounts where Joe Luginbill was listed as only signer)

-Luginbill Children's Foundation Inc, Royal Credit Union [REDACTED], Savings, Opened 12/6/2016

-Luginbill Children's Foundation Inc, Royal Credit Union [REDACTED], Checking, Opened 12/6/2016

Debit card listed to this account was [REDACTED]

-Luginbill Children's Foundation Inc, Royal Credit Union [REDACTED], Savings, Opened 12/6/2016

-Luginbill Children's Foundation Inc, Royal Credit Union [REDACTED], Savings, Opened 12/6/2016

-Joseph M. Luginbill DBA Friends of Joe Luginbill, Charter Bank [REDACTED], Checking, Opened 02/09/2018

-LCF DBA Andrew Cray Memorial Scholarship, Charter Bank [REDACTED], Checking, Opened 05/04/2018

Debit card listed to this account was [REDACTED]

(LCF accounts where there were signers listed other than Joe Luginbill)

-Luginbill Children's Foundation Inc, Royal Credit Union [REDACTED], Savings, Opened 01/25/2017

Signers listed: Joe Luginbill and Jill M. Chumas-King (Peace on the Playground)

-LCF DBA Circles of Change, Charter Bank [REDACTED], Checking, Opened 06/14/2018

Signers listed: Joe Luginbill, Audrey Robinson, and Jodi Hubbard

-LCF DBA Emerging Leaders Fund, Charter Bank [REDACTED], Checking, Opened 08/16/2018

Signers listed: Joe Luginbill and Tyler Baumgart

-LCF DBA Students in Government Internship Fund, Charter Bank [REDACTED], Checking, Opened 05/28/2019

Signers listed: Joe Luginbill and Ann Francis

-LCF DBA Music Education Fund, Charter Bank [REDACTED], Checking, Opened 08/15/2018

Signers listed: Joe Luginbill and Nicholas Poss

-LCF DBA Christopher Hope Fund, Charter Bank [REDACTED], Checking, Opened 08/07/2018

Signers listed: Joseph Luginbill and Jill Christopherson

-LCF DBA Family Conversation Kits, Charter Bank [REDACTED], Checking, Opened 06/05/2018

Signers listed: Joseph Luginbill, Rebecca Linderholm, and Audrey Robinson

-LCF DBA Maintenance Escrow Account, Charter Bank [REDACTED], Checking, Opened April 2019

Signers listed: Unknown; Charter Bank was unable to locate account agreement document

(Personal accounts)

-Joseph M. Luginbill, Royal Credit Union [REDACTED], Savings, Opened 08/23/2010

-Joseph M. Luginbill, Royal Credit Union [REDACTED], Checking, Opened 09/13/2013

Debit card listed to this account was [REDACTED]

-Joseph M. Luginbill, Royal Credit Union [REDACTED], Auto loan

-Joseph M. Luginbill, US Bank [REDACTED], Checking, Opened 03/19/2019

Two debit cards linked to this account-[REDACTED] and [REDACTED]

Account charged off by US Bank due to negative balance on 01/16/2020

-Joe Luginbill, Bank of America [REDACTED], Checking, Opened 01/06/2020

-Joe Luginbill, Bank of America [REDACTED], Savings, Opened 01/06/2020

(Other)

-Laura Benjamin for Eau Claire, Charter Bank [REDACTED], Checking, Opened 12/17/2018

Based on the timeframes of when these different bank accounts were opened, the Royal Credit Union accounts for LCF had been opened first in December 2016 when LCF was first founded. The primary RCU LCF account used was ending 1561, likely due to this being a checking account while the other LCF accounts were savings accounts. Between December 2016 and December 2017 there had been approximately \$50,000 in funds that had been deposited and withdrawn from the account. After December 2017, the account balance remained at \$2.85 before the account was closed in July 2019. LCF RCU account ending 1553 only had a total value of \$5.00 deposited and withdrawn from the account during the course of the account (December 2016 to July 2019). LCF RCU account ending 1579 only had a total value of \$0.01 deposited and withdrawn from the account during the course of the account (December 2016 to July 2019). LCF RCU account ending 1587 had approximately \$21,000 in total that had been deposited and withdrawn from the account between December 2016 and July 2017; I observed the majority of these funds had been transferred to LCF RCU account ending 1561 (checking). LCF RCU account ending 9161 only had a total value of approximately \$300 from a check that had been deposited in January 2017 (when account was opened) until July

2019 (when the account was closed and money was withdrawn). In using this data, it would be pertinent to focus on account ending 1561 due to this being the account where most of the funds were deposited and withdrawn from. Although account ending 1587 had approximately \$21,000 in funds deposited into this account, the majority of these funds were then transferred to account ending 1561. With approximately \$50,000 in funds being deposited and withdrawn from account ending 1561 between December 2016 and December 2017, it would be a reasonable conclusion to believe LCF brought in approximately \$50,000 in donations during its first year; under the assumption all charitable donations were deposited into this account.

After December 2017, there is almost no activity in any of the LCF RCU charity accounts, and shortly after this point was when LCF bank accounts were opened at Charter Bank. There were eight bank accounts opened at Charter Bank with LCF listed. There was another bank account at Charter Bank listing to Joseph M. Luginbill DBA Friends of Joe Luginbill, as well as a bank account listing to Laura Benjamin for Eau Claire. With regards to the overall analysis of funds, I did include the Friends of Joe Luginbill account in this analysis as there had been transfers between the Friends of Joe Luginbill account and the LCF accounts. I did not include Laura Benjamin for Eau Claire bank account into the overall analysis as there had been no transfers between this account and any of the LCF accounts; also with this account, although Joseph Luginbill was listed as a signer on the account, the debit card had been issued to Laura Benjamin and it did not appear to be involved with LCF funds.

Of the LCF accounts located at Charter Bank, the Andrew Cray Memorial Scholarship () had the largest value of funds being deposited and withdrawn from the account; between May 2018 and March 2020 there had been approximately \$72,000 being deposited and withdrawn from the account. This account was closed in March 2020. The remainder of the LCF accounts all had significantly lower amounts of funds being deposited and withdrawn over the course of the accounts. The Friends account () had only approximately \$400. The Family Conversation Kits account () had only approximately \$1,800. The Circles of Change account () had only approximately \$20. The Christopher Hope Fund () had only approximately \$670. The Emerging Leaders Fund () had only approximately \$760. The Music Education Fund () had only approximately \$4,500; it should be noted for this account that Nicholas Poss indicated he had control of the checkbook for this account, however, Joseph Luginbill had made some online transfers of funds that Poss had not authorized-Poss did indicated the funds were later returned. When examining all these accounts separately, I found there were numerous monetary transfers between the other LCF accounts and the Andrew Cray Memorial Scholarship account. It appeared the Andrew Cray account was the account most often used.

In addition, with my analysis of LCF funds at Charter Bank, when completing the overall analysis and combining Charter Bank data with RCU data, I combined the total amount of funds being deposited and withdrawn from these accounts over the course of the accounts to the most recent subpoenaed data (July 2020). The rationale for combining the total amount of funds from all the various LCF accounts was there appeared to be numerous transfers of funds between the LCF accounts, where a primary account was utilized at RCU and Charter Bank. These primary LCF accounts had been RCU account ending 1561 (Andrew Cray account) and Charter Bank account () (Andrew Cray account). As a result, it made more sense to look at the overall totals of funds rather than the individual accounts. Overall between December 2016 and June 2020 (though many of the main accounts had been closed by March 2020), there had been approximately \$150,000 deposited and withdrawn from the combined LCF accounts. This would provide a very rough estimate that LCF had brought in approximately \$50,000 or less each year in donations (2017, 2018, 2019). Again, this would be a rough estimate as the various online transfers of funds between the different LCF accounts did make it difficult to determine deposits totals. Also, this rough estimate would have to use the assumption that all donations had been deposited into the LCF

accounts, which was found to not be true; the deposit of LCF donations into Joseph Luginbill's personal account will be discussed in a future section. What did hold true for LCF was that during the entire course of the charity's existence, there had always been a bank account in LCF's name.

Joseph Luginbill also had several personal bank accounts. When I refer to personal bank accounts, I am referring to bank accounts where Luginbill opened the account in his name rather than that of LCF as he did with various accounts through RCU and Charter Bank. Luginbill had personal bank accounts located at RCU, US Bank, and Bank of America. Luginbill's RCU accounts had been opened the longest before US Bank was opened in March 2019, and Bank of America was opened in January 2020. One aspect that stood out to me when examining Luginbill's personal bank accounts was that he often times had very little money. There were numerous occasions when Luginbill's personal bank account had an ending monthly balance that was less than \$100.00, and even some instances where his personal bank account had a negative balance. Luginbill had various jobs while operating LCF, some of which had been at Clean Power, Eau Claire County as a case worker, and on the Eau Claire School Board. Despite these sources of income, Luginbill did not appear to be earning substantial amounts of money. I observed he had a vehicle loan through RCU, which he made (most of the time) monthly payments on. When looking at other expenditures from his personal account, it was clear Luginbill enjoyed eating out as he frequently had purchases from his personal account at various restaurants. Overall, my inspection of Luginbill's personal accounts led me to believe he managed his money poorly and likely was not making a sufficient amount of money through his personal funds to maintain the lifestyle he wished to lead. If not for the LCF charity donations being deposited into his personal account during certain periods of time his personal account would not have had any funds in it. With regards to this lifestyle, I attached numerous screenshots from Luginbill's personal Facebook page (labeled JL location date) about his travels. In 2019, he posted about being in Washington DC, viewing Stonehenge, San Francisco Pride Parade, Philedelphia, Dearborn (MI), Germany, Chicago, Spain, Baltimore (MD), and Arizona.

I classified Luginbill's accounts located at Bank of America as personal accounts as he had opened these accounts in his name rather than the name of the charity (LCF). When I had spoken with Luginbill previously on the phone, he indicated he had transferred thousands of dollars in LCF funds to Bank of America. However, when examining the accounts at Bank of America this did not appear to be true. Bank of America did not provide any returns for any accounts under LCF (for which I had provided its EIN to search for). The Bank of America account did have a charity check deposited into it, along with Luginbill's tax refund and personal income from "ASF Payroll". There were also checks issued from the account to Azara Properties and a refund to CV LGBTQ+. According to Luginbill, his intent with the LCF funds he had left had been to make payments to pay people back for when things had fallen apart in January 2020. It was also at this point in time that it was brought to Luginbill and the public's attention that there was an ongoing police investigation into LCF. In addition, financially LCF ended up falling apart due to Luginbill using significant funds for his personal use and mismanaging the charitable funds he did have. As a result, I did not include the monetary information from Bank of America into the LCF bank accounts category. I did include a monthly balance chart in the attachment for this section.

Although numerous personal and charitable bank accounts were discussed in the above section, it is likely there were other personal bank accounts for Luginbill that were not identified. The personal bank accounts identified were those that appeared to have direct connections with LCF funds. By Luginbill's own admission the only banks where LCF accounts had been located were RCU, Charter Bank, and Bank of America. LCF accounts were located at RCU and Charter Bank, and these accounts were analyzed.

LCF EXPENDITURES:

In this section, I will discuss the spending of LCF charity funds from the LCF accounts, the comingling of charity funds with Luginbill's personal funds, and the use of LCF charity funds for Luginbill's personal use. While reading this section please refer to case attachment "19PD23815 LCF Expenditure Analysis". The first chart in this attachment provides an overall breakdown of my analysis, in which I estimated Joseph Luginbill used approximately \$40,000 in charitable funds for his personal use, he used approximately \$18,000 in personal funds for charitable use, and this left a remaining balance of approximately \$22,000 in charitable funds Luginbill had used for his personal use, but had not reimbursed. This chart also showed \$4,499.92 in LCF funds that were paid to or for Teresa Luginbill, as well as \$10,273.79 in additional expenditures from the LCF accounts. Below I will discuss how I came to these conclusions.

In analyzing the LCF accounts, one of the most difficult aspects was the significant comingling of charitable and personal funds, despite there always being an LCF account available for use. In moving to the next chart in the attachment focused on personal usage of LCF funds, I looked at money that had been used from the LCF accounts for what appeared to be personal use. Those items included in the chart were personal service on Luginbill's vehicle, Lyft/Uber transactions, subscriptions to online pornography websites, various live streaming (CBS All Access, Apple iTunes, Netflix, Touchtunes.com, Spotify), purchases at local movie theaters, haircuts, cash withdrawals, and various restaurants. These items total \$7,319.85. I obtained documentation from Markquart Lube N Wash, which showed the vehicle serviced had been Luginbill's personal vehicle; the same vehicle he had an auto loan through RCU for. Pertaining to the Lyft transactions, I obtained records from Lyft, which showed numerous of the Lyft rides had been to/from Luginbill's parent's residence (on 14th Street). I spoke with Heather Rigby, a former employee of LCF, about this and found that she as an employee of LCF had not been aware of any Lyft rides for LCF employees. The subscriptions to the pornography websites had been through Epoch.com; the websites promoted gay male porn. The subscriptions to online streaming services, purchases at local movie theaters, and haircuts did not seem to align with a charity organization intent on helping children. I completed a review of the various ATM cash withdrawals from the charity account. Most of these cash withdrawals had been for smaller amounts of money (i.e. less than \$100). Between March 2017 and November 2017, Luginbill had withdrawn \$1,120.50 in cash from the LCF account. The dates cash had been withdrawn appeared to be random dates (i.e. not the night of a charity event where he may have withdrawn cash for change). In August 2018, he withdrew \$50 in cash, and in February 2019, he withdrew \$50 as cash. At this time, I have not been able to find a logical explanation as to why Luginbill would have withdrawn cash from the charity account, as the LCF account had both a debit card and checkbook to make payments for LCF purchases. As a result, it led me to believe Luginbill was using these funds for his personal use. Lastly, between February 2017-July 2017 (six months) and February 2019-January 2020 (eleven months), Luginbill made 261 debit card transactions at various restaurants totaling \$4,421.81. The typical value for these transactions had been lower amounts, often times what one would see if they were purchasing a meal only for themselves rather than more than one person (i.e. it did not appear he was taking a donor out for lunch). The sheer number of these debit card transactions for various restaurants in combination with looking at the transactions amounts often times being consistent with the purchase of a meal for one person led me to believe Luginbill had been using these LCF funds for his personal benefit.

The next chart focuses on check payments made from LCF to Luginbill, often times with "reimbursement" in the memo line. There is also a chart that shows check donations to LCF that were deposited into Luginbill's personal account. When reviewing the chart of check payments to Luginbill, one thing that I found to be very suspicious was that the majority of the checks were made out in round numbers (i.e. \$500, \$100, \$200, \$450, etc.). This was suspicious to me as most

purchases made that were reimbursed on a 1:1 ratio would likely have a specific dollar and cents value listed. Between May 2017 and January 2020, Luginbill issued \$6,761.29 in LCF funds to himself for various reimbursements. Due to there always being one charity account in operation that had a checkbook and debit card that Luginbill himself would have had access to, it was odd to me that Luginbill would have needed to pay himself so many reimbursements. Some other aspects I noticed from these checks was the duplication of funds. For example, there were a few checks that listed "Mileage reimbursements", yet in a chart where I analyze the additional expenditures (pg. 17-22 of attachment) from the LCF account, I observed numerous debit card transactions to various gas stations. Between March 2017-September 2017 and March 2019-November 2019, there had been \$607.17 spent at various gas stations from the LCF account. Logically one would think that if Luginbill had been using the LCF debit card to make these purchases at gas station locations, he was already using LCF funds to pay for the costs of gas/travel. Another example would be a check where Luginbill indicated in the memo line it was a reimbursement for Fedex Ship & Print; yet as with the mileage, there had been numerous debit card transactions from the LCF account to USPS and Fedex. Between February 2017-July 2017 and March 2019-November 2019, Luginbill used the LCF debit card to spend \$703.41 to either Fedex or USPS. Another example would be checks where Luginbill indicated in the memo line pertaining to travel reimbursements. Between March 2017-July 2017 and April 2019-January 2020, Luginbill used the LCF debit card to spend \$4,573.77 on travel related expenses (i.e. hotels and flights). Other reimbursement checks listed in the memo line some form of retail receipt or online order purchase, yet between February 2017-July 2017 and March 2019-January 2020, Luginbill used the LCF debit card to purchase \$4,389.44 from various retail and online locations (i.e. Walmart, Best Buy, Wayfair, etc.). Also, between November 2017-January 2019, Luginbill had been depositing online LCF Square donations into his personal account; yet on the list of "reimbursement" checks, nineteen of them had been dated during the timeframe Luginbill had been depositing LCF charity funds into his personal account. As Luginbill had been depositing charity funds into his personal account during this timeframe, logically it does not make sense that Luginbill would also need to reimburse himself for anything as the donations were being directly deposited into his personal account. Lastly, in the fall of 2017, Luginbill deposited four checks totaling \$450.00 into his personal account that had been issued as donations to LCF. As a result of the above discussed issues with Luginbill's reimbursement practices, I classified the checks Luginbill issued to himself from LCF as personal use; it did not logically make sense that Luginbill would be getting reimbursed when there were debit card transactions from the charity account for similar categories of purchase or that Luginbill would need to receive reimbursements while he was depositing LCF charity funds into his personal account.

In looking at pages 14-16 of the attachment, there is a chart focusing on Square Inc deposits and withdrawals. The LCF website utilized Square Inc to process online donations people made to LCF. Although some of the online LCF donations went into the designated LCF bank accounts, there were numerous donations to LCF that had been deposited into Luginbill's personal account. Between November 2017-January 2019, Luginbill deposited \$25,897.98 in online donations to LCF into his personal account. I did complete an analysis of his personal account balance, which one can view in the fifth column of the Square Inc chart. In this analysis, I entered Luginbill's personal account balance prior to the LCF donations being deposited. If there were instances where there were multiple donations deposited one right after the next then I only listed the personal account balance once. When reviewing Luginbill's personal account balance prior to the online LCF donations being deposited, I observed often times the account balance had less than \$100 in it and there were numerous times when his personal account balance was negative prior to the donations being deposited. The average account balance of Luginbill's personal account prior to the LCF donations being deposited was \$282.74.

There were also instances when Luginbill used funds from his personal account to

purchase items for LCF. On page 13 of the attachment, there is a chart depicting funds from Luginbill's personal account he used for LCF. Three of these payments from Luginbill's personal account had been a "donation" as what indicated in the check memo line; these three checks totaled \$2,560.00. Luginbill had also donated to LCF on a few occasions; between January 2017 and August 2019 Luginbill donated \$927.51 in personal funds to LCF accounts through Square online. Other payments Luginbill had made from his personal account towards LCF had been payments to people for services, rent to Azara Properties (owner of State Theater), and GoDaddy payments (website). The total amount of these payments from Luginbill's personal account to LCF purposes was \$18,231.60.

On page 24 of the attachment is a chart showing LCF funds paid to or for Teresa Luginbill (Joseph Luginbill's mother). There was a check payment in May 2017 to Dawn Morningstar with memo "Teresa Luginbill Tuition" for \$375.00. In April 2019 and May 2019, there had been two payments from LCF to Teresa Luginbill with memos "Insurance Reimbursements" and "Reimbursements" for \$1,573.40 and \$2,551.52. It was possible that these were legitimate reimbursements as Luginbill had emailed me an insurance document through Cover Wallet where he had taken out insurance for LCF beginning in April 2019. It was odd that these checks were dated around the time the insurance policy had been taken out, as if Luginbill had the funds in the LCF account it would seem unnecessary for T. Luginbill to pay for LCF insurance. According to Dennis Luginbill (Joseph Luginbill's father), he was not aware of any significant financial assistance that he or his wife had provided Luginbill for LCF. As a result, I did not include this into the overall calculations of money used for personal use.

Another aspect that was not included in the attachment for this section, but was discussed in previous supplements were the two loans Luginbill had taken out through Silver Cloud Financial and RISE Credit using the LCF accounts. The loans had been taken out under Luginbill's name, not that of LCF, but he used the LCF bank account. Although the principle of the loan was deposited into the LCF account for potential charitable use, the interest of these loans had been exceedingly high where the amount paid back in interest was more than double the principle amount. Ultimately, LCF would end up losing more money in interest payments than in the amount of money obtained through the principle. Luginbill defaulted on both loans. Although these loans only further showed Luginbill's poor management of LCF funds, I did not include these loans in the total calculations.

As indicated in the first paragraph of this section (and the first chart of attachment on page 2), the intent was to analyze the information I obtained from various LCF/Luginbill accounts and conclude on how much of the funds had been used for personal use. These conclusions are estimates. The total of LCF expenditures for personal use (\$7,319.85), Square Inc LCF donations deposited into Luginbill personal account (\$25,897.98), LCF check "reimbursements" to Luginbill (\$6,761.29), and charity check donations deposited into Luginbill's personal account (\$450.00) totaled \$40,429.12. The money Luginbill used from his personal account for what appeared to be LCF use was \$17,304.09, and the Square online donations Luginbill made from his personal account to the LCF charity account had been \$927.51; this totaled \$18,231.60. I then subtracted the money from Luginbill's personal accounts that had been used towards LCF purposes (\$18,231.60) from the LCF personally used funds/LCF donations in personal account (\$40,429.12), which totaled \$22,197.52 in a discrepancy of LCF funds Luginbill had used personally or personally deposited.

In addition to using charity funds for his personal use, there had been substantial amounts of funds that had been used for what appeared to be charitable purposes. Please see attachment "19PD23815 LCF Expenditure Analysis Continued" while reading this section. In this attachment, I have included charts that look at the charitable expenses from the LCF accounts that appear to be geared towards charitable functions, scholarship checks issued to recipients, and charitable funds Luginbill used to develop a children's book/show. In

looking at these charts, the majority of LCF funds went towards paying rent at Banbury Place or the State Theater. There were also other expenses associated with the costs of hosting events (i.e. location, auction items, etc.). In addition, Luginbill used Foundation Group Inc to assist in establishing LCF as a 501(c)3 charity. The costs associated with these different charity features had been approximately \$48,000. An aspect of Luginbill Children's Foundation that many donors were likely unaware about had been the children's book/show that Luginbill had been trying to develop. Based on reviewing bank statements and speaking with Heather Rigby about her role in helping to develop this book/show, I found that Luginbill, at a minimum, had spent approximately \$7,600 on developing this book/show, which ultimately never came to light. Lastly, one of the biggest charities under the LCF umbrella was the Andrew Cray Memorial Scholarship. In examining the LCF bank accounts, I observed approximately \$9,500 had been issued out in scholarship funds in the form of a check where such information was listed. Although these were charitable funds that were used for a seemingly charitable purpose, it also further demonstrated how Luginbill managed LCF funds. It would seem to be a poor business management practice to spend thousands of dollars developing a children's book/show that was never broadcasted to the anyone.

DISCREPANCIES WITH JOE LUGINBILL INTERVIEW:

When interviewing Joseph Luginbill, there were numerous statements he made that were either untrue or conflicted with the evidence I had obtained during the course of this investigation. The intent of this section is to focus on some of these discrepancies.

While speaking with Luginbill, he indicated that he did not receive any form of income from LCF, yet on the RISE loan application he indicated his main source of income was via his self-employment through Luginbill Children's Foundation where he made \$2,900.00 per month. There were several issues with this. First, the bylaws on the LCF website indicated "The Board of Directors may employ staff and personnel with such titles as the Board of Directors shall determine according to the available administrative funds and needs of LCF. The Board of Directors shall establish the rate of compensation and benefits for personnel." This posed an issue as the Board of Directors were Luginbill's family and through my conversation with Dennis Luginbill, he indicated he was not actually on the board and the board was only in place for paperwork purposes. As a result, Luginbill could choose to establish any sort of income he would want with there being no proper checks and balances in place as he was a "Board" of one person. Second, it would be mathematically and logically incorrect to believe Luginbill would be receiving \$2,900.00 per month in financial compensation from LCF. The reason I draw this conclusion is because over the course of LCF (December 2016 to January 2020), the charity only had approximately \$150,000 in donations (2017, 2018, 2019; approximately \$50,000 per year). If Luginbill were to be paid \$2,900 per month, he would be paid \$34,800 per year, which would be approximately 70% of the incoming funds for LCF being paid to Luginbill. This is why it is unreasonable to believe Luginbill would have been paid this substantially for his role in the charity (if at all, as he indicated he was not financially compensated). If it was made aware to the general public for each dollar they donated to LCF that Luginbill would retain approximately 70 cents worth, no one would donate to the charity as there would be hardly any charitable funds left after paying Luginbill.

Luginbill had also indicated to me there had been no comingling of personal and charitable funds. This was clearly not true as Luginbill had two bank accounts through RCU prior to LCF coming into existence that after he opened accounts for LCF, he then proceeded to funnel online LCF Square Inc donations into his personal account.

Luginbill indicated he had not used any of the charity funds for his personal use, yet there were numerous payments from the LCF accounts for personal use and

numerous times after LCF donations were deposited into Luginbill's negative balanced personal account that the funds appeared to be used for personal use.

Luginbill indicated there was an LCF charity account through Bank of America, yet when subpoenaed records were obtained from Bank of America there was only a personal checking and personal savings account located.

Luginbill also claimed there had been approximately \$12,000-\$13,000 in the Andrew Cray account and \$7,000 in the Smile House account, yet subpoenaed records for both Charter Bank and Bank of America did not show anywhere near this substantial amount of funds left in them.

Based on my phone conversation with Luginbill, it led me to believe he was providing me with a false narrative of information he thought I would like to hear so he did not get into trouble. As a result, it is difficult to determine what information Luginbill provided was truthful versus untruthful unless there was supporting evidence to back up the claims.

CONCLUSION:

When inspecting simply one aspect of this investigation as a whole, one might be inclined to believe Joseph Luginbill simply mismanaged and/or comingled some of the LCF funds on a few occasions. However, when combining all the information obtained throughout the course of this investigation, it becomes quite clear that Luginbill used substantial amounts of charitable funds for his personal use. There were hundreds of debit card transactions from the LCF accounts that appeared personal in nature, there were thousands of dollars in online LCF charity donations deposited into Luginbill's personal account (despite there being a charity account available), and there were numerous questionable "reimbursements" Luginbill had made to himself from the LCF charity account. Although Luginbill did appear to use some funds from his personal account towards LCF, there was still a discrepancy of approximately \$22,000 in funds that appeared to have benefited Luginbill in a personal capacity.

END OF REPORT

O. Erl

Supplemental Narrative 01/27/2021 11:02:27 Olivia Erl

DISPOSITION

DETAILS:

On 8/25/2020, I emailed ADA Robert Stoiber a copy of the supplement in this case titled "LUGNIBILL CHILDREN'S FOUNDATION-OVERALL ANALYSIS", along with two associated case attachments titled "19PD23815 Various Bank Accounts Analysis" and "19PD23815 LCF Expenditure Analysis". In the email, I explained to ADA Stoiber that my analysis showed Luginbill had used a substantial amount of funds for his personal use, and although he used some personal funds for charitable use, there was still a substantial discrepancy. I expressed that an order-in arrest for Theft by False Representation and Obstructing was appropriate.

On 9/16/2020, I received an email response from ADA Stoiber requesting the case be referred to the DA's Office for their review and charging consideration.

On 10/20/2020, I sent an email request to Records asking that the entire case report and attachments for this case be sent to the DA's Office. Records provided the entire case file to the DA's Office on a disc on 10/28/2020.

As of 1/27/2021, I have not received any information from the DA's Office on their charging decision.

This case was officially referred to the DA's Office for their charging consideration per their request.

END OF REPORT

O. Erl

Supplemental Narrative 10/26/2021 13:09:27 Erica Strassman

CHARGING DECISION-E STRASSMAN

According to PROTECT, the DA's office has made the decision not to prosecute this case. The case status will be changed to reflect that decision.