

2024-198698

IN THE CIRCUIT COURT
OF THE EIGHTEENTH JUDICIAL CIRCUIT
IN AND FOR BREVARD COUNTY, FLORIDA

STATE OF FLORIDA

BCSO Case No. CR# 2024-198698

VS.

Crystal Ann Hackney

Court Case No.

AFFIDAVIT FOR ARREST WARRANT

State of Florida
County of Brevard

BEFORE ME, Kimone Edwards #1134 [a sworn law enforcement officer,] personally came Agent Candice Watson (ID #1825), of the Brevard County Sheriff's Office, who being duly sworn deposes and says: that Affiant has reason to believe and does believe that probable cause exists for the arrest of **Crystal Ann Hackney, a White female, date of birth 03/28/1986, Social Security # [REDACTED] approximately 5'1" and approximately 250 lbs, with a last known address of 4869 Cambridge Drive, Mims, Florida 32754,** for a violation of the laws of the State of Florida, to wit: **Exploitation of an Elderly Person**, contrary to section **825.103(2)(b)**, Florida Statutes.

THE FACTS tending to establish the grounds for this application and the probable cause of Affiant believing that such facts exist are as follows:

On June 15th, 2024, Field Training Officer (FTO) Holly Jones (ID #4166), responded to Parrish Medical Center, located at 951 North Washington Avenue, Titusville, Brevard County, Florida 32796 to assist Department of Children and Families (DCF) regarding an exploitation of a vulnerable adult case.

Initial Information From DCF:

Upon arrival, Adult Protective Investigator Tara Tyler (Involved) and FTO Jones contacted the victim, Mr. Dennis Taschner (Victim). He is a 70-year old- who had a traumatic brain injury from a past vehicle accident and had speech difficulty, but he was still able to answer questions appropriately and did not lack capacity. He was at Parrish Medical Center under a Baker Act; because, he attempted to commit suicide by lighting himself on fire. He advised he lived at 1481 North Highway 1, Lot #23, Titusville in a mobile home. He lived at his "caretaker's" residence, Ms. Crystal Hackney (Suspect). He met Ms. Hackney over a year ago when he trusted her to help him manage his finances and assist with taking care of him. Ms. Hackney agreed in helping him and even helped clean his residence and assisted with some daily living activities when he lived at the home he owned located at 4869 Cambridge Drive, Mims.

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Soon after becoming friends and trusting Ms. Hackney, he added her to his Wells Fargo bank account, providing her joint access to his funds. He provided her full access to his bank account so it would be easier for her to pay any bills he had. He did not need assistance with taking money out from ATMs because he would normally withdraw a few hundred dollars, monthly, as spending money.

He also requested Ms. Hackney assist him in selling his residence on Cambridge Drive. The reason he wanted to sell his house was because he was no longer able to drive and was already staying in hotels and motels in the central area of Titusville. He also no longer wanted to be responsible for the upkeep, maintenance and financial obligation of the mortgage and taxes, even though his mortgage payments were paid up until the year 2026. However, he never intended on selling his residence to Ms. Hackney nor did he want her to personally or financially benefit from the proceeds of the sale of the home. He only asked Ms. Hackney to sell his house and donate all the proceeds from the sale to St. Jude's Hospital.

It was determined on March 10th, 2023, a Quit Claim Deed was signed by Mr. Taschner and Ms. Hackney in the amount of \$1,000.00. (Verified on Brevard County Property Appraisers website). He could not recall signing the Quit Claim Deed specifically, but recalled Ms. Hackney bringing him a document to sign. She was alone when she provided him the document and informed him that if he signed it, he would no longer have any financial obligation to the home. He signed the document believing Ms. Hackney fulfilled his request of selling his home to donate all the proceeds to St. Jude's Hospital.

DCF Investigator Tyler asked what Mr. Taschner's plans were after being released from the hospital and he was unsure. He advised he could not go "home" to the house on Cambridge Drive because he found out Ms. Hackney currently owned it and was renting it out already.

Additionally, Mr. Taschner stated he did not have access to neither his Wells Fargo or USAA bank accounts anymore. He did not have the passwords to his bank accounts and was unable to reset them as the verification codes would be sent to Ms. Hackney's emails/phone number. He did not have possession of any of his bank card(s) or Florida identification card either, as Ms. Hackney had them in her possession. Ms. Hackney became controlling once Mr. Taschner allowed her into his life for help and assistance. Ms. Hackney even considered herself his Power of Attorney (POA) although he never granted her POA and was never provided with any POA documents to sign.

On June 20th, 2024, your Affiant was assigned the case for further review and investigation.

Per New World, Mr. Taschner was Baker Acted in the past for attempting to light himself on fire (CFS #9580 and Case #2024-107675). Ms. Hackney previously informed Deputies she was Mr. Taschner's POA on December 14th, 2024; however, she never furnished copies of proof to any Deputies at the time.

On June 20th, 2024, your Affiant attempted to make telephone contact with DCF Investigator Tyler. A voicemail was left for her to return the phone call because further information was needed to investigate. Your Affiant was unable to make telephone contact with Mr. Taschner due

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to him not having a cell phone.

On July 23rd, 2024, DCF Investigator Tyler emailed your Affiant copies of Mr. Taschner's Wells Fargo checking account # [REDACTED] and his Demographic Face Sheet from Parrish Medical Center. DCF Investigator Tyler also advised Mr. Taschner was still residing at the hospital. Records confirmed Mr. Taschner didn't lack capacity. Mrs. Kim Oliver, his Nurse Case Manager, stated she spoke with Ms. Hackney when he was first admitted. She asked for Mr. Taschner's Florida identification card, her copy of the POA, Mr. Taschner's military identification card and his DD214, but she never brought any requested items. Ms. Hackney also informed the hospital she was not Mr. Taschner's family.

The Demographic Face Sheet form Parrish Medical Center advised Mr. Taschner was admitted to Parrish Medical Center located at 951 North Washington Avenue, Titusville, Florida 32796 on March 31st, 2024. The form listed Ms. Hackney as his next of kin and the notes advised Ms. Hackney informed the hospital she had POA, even though the hospital never received proof. Ms. Hackney's listed contact phone number was 321-376-2133. If Mr. Taschner were to become incapacitated, Ms. Hackney was listed as his decision maker.

Financial Review of Mr. Taschner's Wells Fargo Checking Account # [REDACTED]

Although DCF Investigator Tyler provided statement copies of Mr. Taschner's Wells Fargo checking account, a subpoena for Wells Fargo was also sent to the State Attorney's Office for their review. Certified documents were received. Your Affiant reviewed the Wells Fargo statements from June of 2022 through July of 2024. A financial analysis was conducted and consisted of the following information:

The documents confirmed Mr. Taschner was the primary owner to checking account # [REDACTED] and Ms. Hackney was added to the account as the secondary joint owner account on March 3rd, 2023. It should be noted Ms. Hackney did not deposits any funds to the account.

An analysis of Mr. Taschner's checking account prior to Ms. Hackney being added was conducted as far back as June of 2022. From June of 2022 to the beginning of December of 2022, Mr. Taschner would withdraw anywhere from \$800.00 to \$1,500.00 a month from a specific Wells Fargo ATM. Statement records reflected the only ATM he used was the Wells Fargo ATM located at 219 Indian River Avenue, Titusville. In June of 2022 the account had a balance of \$75,888.92. The average deposit into the account per month was \$2,287.00 and the average withdrawal was between \$2,000.00 and \$4,000.00. It appeared most withdrawals were payments to an account with USAA. Multiple payments to USAA were only made between June 1st, 2022 and November 16th, 2022.

From December 1st, 2022 to January 18th, 2023, there were no ATM withdrawals from the checking account.

From January 19th, 2023 through February 15th, 2023, there was \$1,422.45 withdrawn from the account from non-Wells Fargo ATMs. The amount includes non-Wells Fargo ATM fees.

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From February 16th, 2023 through March 15th, 2023, there was \$606.00 withdrawn from the account from non-Wells Fargo ATMs. The amount includes non-Well Fargo ATM fees.

There was also a total of \$35,000.00 withdrawn in branch.

From March 16th, 2023 through April 17th, 2023, there was \$3,000.00 withdrawn from the account via the Wells Fargo ATM located at 219 Indian River Avenue, Titusville.

From April 18th, 2023 through May 15th, 2023, there was \$1,800.00 withdrawn from the account via the Wells Fargo ATM located at 219 Indian River Avenue, Titusville.

From May 16th, 2023 through June 15th, 2023, there was \$2,400.00 withdrawn from the account via the Wells Fargo ATM located at 219 Indian River Avenue, Titusville. There was also \$7,000.00 withdrawn in branch.

From June 16th, 2023 through July 18th, 2023, there was \$600.00 withdrawn from the account via the Wells Fargo ATM located at 219 Indian River Avenue, Titusville. There was also \$9,400.00 withdrawn in branch.

From June 19th, 2023 through August 15th, 2023, there was \$9,700.00 withdrawn in branch.

From August 16th, 2023 through September 18th, 2023, there was \$5,300.000 withdrawn in branch. There was also a total of \$6,000.00 transferred via Zelle to an account in the name of "Hackney C."

From September 19th, 2023 through October 17th, 2023, there was \$4,600.00 transferred via Zelle to an account in the name of "Hackney C."

From October 18th, 2023 through November 15th, 2023, there was \$3,875.00 transferred via Zelle to an account in the name of "Hackney C."

From November 16th 2023 through December 15th, 2023, there was \$3,100.00 transferred via Zelle to an account in the name of "Hackney C."

From December 16th, 2023 through January 17th, 2024, there was \$2,400.00 transferred via Zelle to an account in the name of "Hackney C."

On January 18th, 2024, the account had a negative balance of -\$85.35.

From January 18th, 2024 through February 15th, 2024, there was \$2,150.00 transferred via Zelle to an account in the name of "Hackney C."

From February 16th, 2024 through March 15th, 2024, there was \$2,400.00 transferred via Zelle to an account in the name of "Hackney C."

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From March 16th, 2024 through April 15th, 2024, there was \$2,450.00 transferred via Zelle to an account in the name of "Hackney C."

It should be noted that Mr. Taschner was Baker Acted on March 31st, 2024. He had no cell phone as he was in the hospital and had no access to any bank accounts.

From March 16th, 2024 through April 15th, 2024, there was \$2,450.00 transferred via Zelle to an account in the name of "Hackney C."

From April 16th, 2024 through May 15th, 2024, there was \$2,300.00 transferred via Zelle to an account in the name of "Hackney C."

From May 16th, 2024 through June 17th, 2024, there was \$2,426.00 transferred via Zelle to an account in the name of "Hackney C."

On May 30th, 2024, the account had a negative balance of -\$2,035.00.

From June 18th, 2024 through July 16th, 2024, there was \$2,363.00 transferred via Zelle to an account in the name of "Hackney C."

The ending balance for the account on June 17th, 2024 was \$0.86.

It should be noted the total amount of money Ms. Hackney transferred to herself via Zelle from September of 2023 through July of 2024 totaled \$34,064.00.

On November 8th, 2024, your Affiant emailed Wells Fargo to inquire about sending records in reference to Mr. Taschner's mortgage account.

On November 27th, 2024, your Affiant attempted to make contact with an employee of Wells Fargo to inform them of the investigation involving Mr. Taschner's accounts. However, your Affiant was unable to speak with someone who could confirm placing a fraud alert to his accounts.

To date, Wells Fargo mortgage records have yet to be produced.

Subpoena to Early Warning Services (Zelle):

A subpoena for Zelle was sent to the State Attorney's Office for their review. Certified documents were received. The records confirmed a Zelle account was associated with Ms. Hackney's cell phone number of 321-376-2133 and two email addresses of crystalann24@icloud.com and cswafflescc86@yahoo.com. Records were requested from January 1st, 2023 through August 5th, 2024. Ms. Hackney had a Bank of America account linked to her Zelle account for receiving and sending funds.

The following are the unauthorized Zelle transactions sent from Mr. Taschner's Wells Fargo

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checking account ending in # [REDACTED] to Ms. Hackney's Zelle account:

- \$400.00 on September 2nd, 2023.
- \$1,700.00 on September 2nd, 2023.
- \$1,500.00.00 on September 9th, 2023.
- \$1,400.00.00 on September 12th, 2023.
- \$1,000.00 on September 15th, 2023.
- \$1,500.00 on September 29th, 2023.
- \$1,200.00 on September 30th, 2023.
- \$600.00 on October 2nd, 2023.
- \$500.00 on October 6th, 2023.
- \$400.00 on October 9th, 2023.
- \$400.00 on October 16th, 2023.
- \$1,000.00 on October 24th, 2023.
- \$1,400.00 on November 1st, 2023.
- \$675.00 on November 2nd, 2023
- \$800.00 on November 10th, 2023.
- \$700.00 on November 24th, 2023.
- \$1,000.00 on December 1st, 2023.
- \$1,000.00 on December 7th, 2023.
- \$400.00 on December 10th, 2023.
- \$500.00 on December 28th, 2023.
- \$1,500.00 on January 3rd, 2024.
- \$300.00 on January 7th, 2024.
- \$100.00 on January 12th, 2024.
- \$1,200.00 on February 1st, 2024.
- \$150.00 on February 2nd, 2024.
- \$400.00 on February 2nd, 2024.
- \$200.00 on February 4th, 2024.
- \$100.00 on February 9th, 2024.
- \$100.00 on February 11th, 2024.
- \$400.00 on March 5th, 2024.
- \$2,000.00 on March 9th, 2024.
- \$1,000.00 on March 29th, 2024.
- \$600.00 on March 29th, 2024.
- \$150.00 on March 30th, 2024.
- \$200.00 on March 30th, 2024.
- \$300.00 on March 30th, 2024.
- \$200.00 on April 4th, 2024.
- \$2,000.00 on April 30th, 2024.
- \$300.00 on May 5th, 2024.
- \$2,100.00 on May 30th, 2024.
- \$300.00 on June 6th, 2024.
- \$26.00 on June 8th, 2024.
- \$1,500.00 on July 2nd, 2024.
- \$800.00 on July 4th, 2024.

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-\$63.00 on July 13th, 2024.

In total, Ms. Hackney transferred **\$34,064.00** to her personal Bank of America checking account from Mr. Taschner's Wells Fargo checking account # [REDACTED] from September of 2023 through July of 2024, via Zelle.

Subpoena to Bank of America:

A subpoena to Bank of America was sent to the State Attorney's Office for their review. Certified documents were received. The documents confirmed Ms. Hackney opened Bank of America checking account ending in # [REDACTED] on June 28th, 2022. She was the sole account owner. There were thirty-two fraud disputes were made between September 23rd, 2022 and August 16th, 2023. None of the disputes were for any Zelle transactions that were deposited into the checking account.

A financial analysis of the checking account was conducted. The monthly statements reflected the following payments hotels and motels:

- \$153.93 for the Quality Inn on February 7th, 2023.
- \$392.00 for the Budget Motel on April 5th, 2023.
- \$392.00 for the Budget Motel on April 12th, 2023.
- \$392.00 for the Budget Motel on April 19th, 2023.
- \$392.00 for the Budget Motel on April 26th, 2023.
- \$392.00 for the Budget Motel on May 3rd, 2023.
- \$392.00 for the Budget Motel on May 17th, 2023.
- \$392.00 for the Budget Motel on May 24th, 2023.
- \$392.00 for the Budget Motel on June 7th, 2023.
- \$392.00 for the Budget Motel on June 15th, 2023.

In total, the amount of money spent on making purchases to hotels/motels was **\$3,681.93** from February of 2023 through June of 2023.

The monthly statements reflected consistent monthly purchases for personal benefit to clothing stores, liquor stores, restaurants, fast food establishments, miscellaneous bills and transferring money via electronic means to other people.

It appeared that out of the **\$34,064.00** deposited into Ms. Hackney's Bank of America checking account from Mr. Taschner's Wells Fargo checking account, via Zelle transfers, approximately **\$3,681.93** could reflect the total reimbursement of funds to herself for the hotels/motels paid for Mr. Taschner.

Subpoena to USAA:

A subpoena for USAA was sent to the State Attorney's Office for their review. Certified documents were received. Records were requested from June of 2022 through August of 2024.

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Mr. Taschner had a USAA account (member # [REDACTED]) since December 22nd, 2014. He had a checking account and a credit card account associated with a credit card ending in #1050. The credit card had a limit of \$5,500.00.

On May 12th, 2022, Mr. Taschner's USAA checking account had a balance of \$533.13. His USAA checking account reflected monthly deposits from his Wells Fargo checking account and USAA credit card payments to credit card ending in # [REDACTED] until November 10th, 2022. From December 9th, 2022 through February 10th, 2023, the checking account had no activity to it. On February 11th, 2023, the checking account had a balance of \$396.49 and on March 9th, 2023 all the remaining funds were transferred to Mr. Taschner's Wells Fargo checking account # [REDACTED]

On July 9th, 2022, Mr. Taschner's USAA credit account had a balance of \$185.32. There were monthly transactions to CAB 54, Karen Pennington LLC, Consumer Cellular, Edward Overvold and P Powell.

In March of 2023, Mr. Taschner's USAA credit card account had a \$0.00 balance.

In June of 2023, there were approximately \$4,752.62 in transactions made to his credit card. There were hundreds of dollars of purchases made to online shopping stores and name brand stores such as Shein and Gucci. There were purchases also made to C's Waffles, Sam's Club, Walmart, Burger King, Marshall's, McAfee and Family Dollar.

In July and August of 2023, there was a total of \$2,136.72 charged to the USAA credit card. There were hundreds of dollars of purchase made to shopping stores such as Calvin Klein, DD's Discount, Ross, Marshall's and Ikea. Other purchases in the hundreds of dollars amount were made to the Family Dollar, KFC, Golf N Gator, Walmart and Sam's Club. It should be noted Mr. Taschner's credit card was over his \$5,500.00 credit card limit with an outstanding balance of \$6,053.72.

On September 4th, 2023, there was a \$500.00 credit card payment.

On November 25th, 2023, there was a \$94.99 Norton purchase.

On January 16th, 2024, there was a \$138.00 credit card payment.

On average, Mr. Taschner's credit card incurred monthly fees of \$25.00 for non-payment.

As of August 15th, 2024, Mr. Taschner's USAA credit card had an outstanding balance of \$6,215.48. The minimum payment due was \$1,267.00 on September 9th, 2024.

During this time frame where Mr. Taschner's USAA credit card incurred thousands of dollars of purchases, after he already paid the credit card off, Ms. Hackney had direct access to the account and credit card. Mr. Taschner never shopped at designer clothes nor traveled to Orlando where the purchases were made.

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Subpoena to Space Coast Credit Union (SCCU):

A subpoena for SCCU was sent to the State Attorney's Office for their review. Certified documents were received. The documents confirmed Ms. Hackney opened an account with SCCU on April 30th, 2018. She listed her home address as 2730 Venus Drive, Titusville, Florida 32796 and cell phone number as 321-376-2133. Business checking account ending in # [REDACTED] and savings account ending in # [REDACTED] was opened in the name of C's Waffles CL LLC on April 4th, 2023. Ms. Hackney was the owner and Mr. Leonard Agee Jr. was the authorized user. On September 6th, 2023, Mr. Agee was removed from the account as an authorized user. A financial analysis of the account(s) determined the business checking account reflected check payments to employees for payroll and a few Intercoastal Estate rental payments for lot #23 and lot #53. The following were the checks paid to Intercoastal Estate:

Lot #23

- Check #178 on 05/02/2023 in the amount of \$800.00 for lot #23.
- Check #340 on 10/05/2023 in the amount of \$795.00 for lot #23.
- Check #397 on 12/05/2023 in the amount of \$800.00 for lot #23.
- Check #428 on 01/05/2024 in the amount of \$795.00 for lot #23.
- Check #429 on 01/05/2024 in the amount of \$795.00 for lot #23.
- Check #477 on 01/05/2024 in the amount of \$840.00 for lot #23.
- Check #627 on 03/05/2024 in the amount of \$840.00 for lot #23.

Lot #53

- Check #341 on 10/05/2023 in the amount of \$650.00 for lot #53.
- Check #398 on 12/05/2023 in the amount of \$650.00 for lot #53.
- Check #425 on 12/29/2023 in the amount of \$650.00 for lot #53.
- Check #427 on 01/05/2024 in the amount of \$650.00 for lot #53.
- Check #478 on 01/05/2024 in the amount of \$650.00 for lot #53.
- Check #629 on 03/05/2024 in the amount of \$650.00 for lot #53.

Intercoastal Estate Mobile Home Park LLC:

Contact was made with the Intercoastal Estate Mobile Home Park Property Manager, Mr. Alan Krebs. He was familiar with Ms. Hackney and Mr. Taschner. He advised Ms. Hackney resided in a manufactured home in unit #23 and Mr. Taschner in a camper in unit #53. He knew Ms. Hackney was responsible for paying Mr. Taschner's rent and utilities. He stated Ms. Hackney moved out of the complex because she could not afford the rent due to it being raised. He was unsure where she and Mr. Taschner ended up moving to. He was able to provide a copy of the rental payments for both unit #23 and #53.

Unit #23 (account # [REDACTED]) was in Ms. Hackney's name and records reflected rental payments from May of 2022 through April of 2024. Rent in May of 2022 was \$550.00, was raised to \$795.00 in February of 2023 and raised to \$840.00 in February of 2024.

Unit #53 (account # [REDACTED]) reflected rental payments from July of 2023 through March of 2024. The monthly rent for the unite was \$650.00. In total, \$6,500.00 in rent was paid for Mr.

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Taschner's rent.

Interview with Mr. Dennis Taschner:

On July 24th, 2024, your Affiant responded to Parrish Medical Center located at 951 North Washington Avenue, Titusville, Florida 32796 and met with Mr. Taschner. Mr. Taschner was actively under a Baker Act and was assigned to room #365. Although Mr. Taschner was under a Baker Act, he did not lack capacity and answered qualifying questions correctly. Mr. Taschner was aware he was under a Baker Act at Parrish Medical Center in Titusville, knew his birthdate and the current month and year. Mr. Taschner also knew your Affiant was there to speak with him in reference to the fraud report he filed involving Ms. Hackney.

Mr. Taschner stated the following in a sworn and audio-recorded statement:

He met Ms. Hackney approximately two years ago while he was at Save-A-Lot in Titusville. He explained his living and financial situation and that was when she offered to assist him with paying his bills. To make it easier for her to pay his bills, she mentioned having him add her to his Wells Fargo bank account so she could make payments online. He was not computer savvy so he agreed to add her. He only had one checking account with Wells Fargo ending in #0983. Mr. Taschner believed he added her sometime in the beginning of 2023. Until recent, he was unaware of any unauthorized transactions or mismanaging of his bank accounts because he fully trusted her and believed she was trying to help him. It wasn't until he was admitted to Parrish Medical Center that Registered Nurse (RN) Helen Chambers assisted him with checking his Wells Fargo checking account balance in April of 2024 when it was discovered he only had \$0.87 available. He recalled having approximately \$40,000.00 remaining in his Wells Fargo checking account. He was surprised because he received his social security deposit of approximately \$500.00 and his New Jersey retirement deposit of approximately \$1,800.00 at the beginning of every month. He did not spend a lot of money and should have had thousands of dollars in his Wells Fargo checking account. He received his monthly bank statements online via email, but could not recollect the last time he reviewed them because Ms. Hackney took his cell phone away. He stated Ms. Hackney took control over his life and finances without his consent and left him without a home or money. Due to the financial exploitation by Ms. Hackney it left him in a state of anger and depression because he trusted her and believed she was going to help him.

Your Affiant provided Mr. Taschner with copies of his Wells Fargo checking account and went over his monthly statements with him from June of 2022 through July of 2024. He advised it was normal for him to withdraw at least \$600.00 from a Wells Fargo ATM monthly, in one transaction. He would frequent one Wells Fargo ATM in Titusville because it was local and easy for him to get to. When he still owned his residence on Cambridge Drive and could easily manage his finances, he would pay his water bill in person, his mortgage online and the FPL bill online. It was abnormal for him to withdraw more than \$600.00 a month and he could not recall needing to withdraw more than that from the ATM at any given point. He used the cash he withdrew monthly to pay for food and whatever he wished to purchase. Mr. Taschner stated he never gave Ms. Hackney permission to withdraw thousands of dollars from his account, in

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person or by electronic means. Ms. Hackney never asked him for money nor loaned her any money. Mr. Taschner has never used Zelle and had no idea what it was. He confirmed having a credit card account with USAA and believed the USAA credit card payments on the Wells Fargo statements were to pay his remaining balance off so his credit card could be closed. He believed his USAA credit card limit was approximately \$5,000.00. In reference to the over the counter withdrawals made in March of 2023, Mr. Taschner advised he never withdrew the \$25,000.00 nor did he ask Ms. Hackney to withdraw it. He recalled wishing to withdraw \$10,00.00 and it should have been issued via Wells Fargo cashier's check because it was supposed to be made payable to St. Jude's Hospital. Mr. Taschner advised Ms. Hackney was supposed to mail the cashier's check to St. Jude's Hospital, but he had no confirmation of her mailing it.

Mr. Taschner was under a Baker Act at Parrish Medical Center in Titusville since March 31st, 2024. Since his stay, his Wells Fargo checking account received \$9,449.76 from the VA and his NJ retirement. Since his stay at Parrish Medical Center, Ms. Hackney stole a total of \$7,289.00 via Zelle withdrawals. The Zelle withdrawals were made without Mr. Taschner's consent or knowledge and Ms. Hackney was not the beneficiary of Mr. Taschner's VA and NJ retirement funds.

According to the most recent Quit Claim Deed, Mr. Taschner used to own his residence located at 4869 Cambridge Drive, Mims, Florida. He advised he purchased the property for approximately \$75,000.00 and lived there alone (Brevard County Property Appraiser confirmed he purchased it for \$72,000.00 on August 24th, 2016 and financed it through Wells Fargo). Prior to meeting Ms. Hackney, he was ahead on his mortgage payments, but could not recall the exact monthly mortgage payment. At some point, he told Ms. Hackney he no longer wished to be responsible for the residence nor the mortgage. Because he trusted her, he asked if she could sell his residence. However, he wanted all the proceeds from the residence to be donated to St. Jude's Hospital. While at Parrish Medical Center, he discovered Ms. Hackney had him sign a Quit Claim Deed, transferring the ownership of his residence to her for \$1,000.00 on March 10th, 2023. Mr. Taschner did not recall receiving any payment for the Quit Claim Deed from Ms. Hackney. If he did receive payment he would have placed the funds into his bank. The Quit Claim Deed showed Ms. Hackney prepared the form and the grantors for the property was Ms. Hackney and Mr. Mohammed Abdella. The Quit Claim Deed was notarized by Mr. Ira Lightsey (Commission #HH277746). Mr. Taschner stated he did not recall signing a Quit Claim Deed and would never sell the property to Mrs. Hackney for \$1,000.00. However, she did remove his name from ownership or responsibility for the residence, but the agreement was for Ms. Hackney to sell his residence and donate all the proceeds to St. Jude's Hospital.

Recent calls for service indicated Mrs. Hackney still owned the residence at 4869 Cambridge Drive, Mims and it was possible she was using it as a rental property. According to the Driver and Vehicle Information Database (DAVID), Ms. Hackney had a residential address of 1481 North US Highway 1, Lot #23, Titusville, Florida 32976 and a mailing address of 4869 Cambridge Drive, Mims, Florida 32754. The Brevard County Property Appraiser showed the mobile home park located at 1481 North US Highway 1, Titusville, Florida 32796 was owned by Intercoastal MHP LLC.

On August 5th, 2024, a bank funds search and seizure warrant was sent to Assistant State

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Attorney Susan Stewart for her review and was approved. However, your Affiant needed an update account balance of Mr. Taschner's Wells Fargo checking account to add to the warrant.

On August 7th, 2024, Agent Jorge Lopez (ID #1398) and your Affiant attempted to make contact Ms. Hackney at her place of employment at C's Waffles located at 125 Broad Street, Titusville, Florida 32796 and her prior home addresses at 1481 North US Highway 1, Lot #23, Titusville, Florida 32796 and 4869 Cambridge Drive, Mims, Florida 32754. Contact with Ms. Hackney was unable to be made at all three locations so business cards were left. A business card was left at C's Waffles with one of the employees, a business card was left in the front door jam at the residence on Cambridge Drive and according to the lot manager at 1481 North US Highway 1, Titusville, Ms. Hackney could no longer afford the rent so she moved out.

On August 7th, 2024, Ms. Hackney returned your Affiant's phone call and left a voicemail.

On August 12th, 2024, your Affiant returned Ms. Hackney's phone call and she advised she would agree to speak with me on Wednesday August 15th, 2024 at 1000 hours. Ms. Hackney also mentioned she was not withholding Mr. Taschner's property from him and it was left behind in the camper when he was Baker Acted. The camper was moved to the property at 4869 Cambridge Drive, Mims and she advised his property was still in it.

Interview with Ms. Crystal Hackney:

On August 14th, 2024, Agent Jorge Lopez (ID #1398) and your Affiant met with Ms. Hackney at her business at C's Waffles located at 125 Broad Street, Titusville, Brevard County, Florida 32796. She mentioned she was the new owner of C's Waffles for approximately two years. Ms. Hackney was advised of the investigation and was asked if she could be interviewed in order to obtain additional information. Ms. Hackney asked if she needed to hire a lawyer and she was informed that decision was solely up to her. Ms. Hackney agreed to speak with Agent Lopez and your Affiant without a lawyer and the interview started.

Ms. Hackney stated the following in a sworn and audio-recorded statement:

She met Mr. Taschner in 2022 when he visited C's Waffles. He frequented the restaurant to order food and hangout. At the time, she knew he owned a blue Toyota Prius but was unsure if he was still capable of driving. His appearance made him look homeless. He informed her he owned his residence at 4869 Cambridge Drive, Mims, but sometime in the year 2023 he told her he was living at the Budget Inn nearby, in Titusville. She knew he also frequented the Save A Lot and found him sleeping there also. Because he was elderly and it appeared to her he needed help with taking care of himself, she offered to help pay his bills and take care of him. She stated he did not take daily medication, never visited the doctor's office, was alert and oriented, but had days where he seemed agitated and confused. He accepted her assistance and to make it easier for her to pay for things he needed, such as paying his bills, he added her to his Wells Fargo checking account. She never obtained her own Wells Fargo debit card associated with his account. She had online access to his Wells Fargo account and was able to monitor it via mobile log in on her cell phone. However, she stated she did not know much money he received a month in income,

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despite having full online access to the account. If she needed to withdraw money for herself or him, she would use his Wells Fargo debit card or go into a Wells Fargo branch to withdraw funds by providing her identification. She stated there were times where she paid for things he needed or wanted with her own funds instead of obtaining funds from the joint Wells Fargo checking account. She advised she had a personal account with Bank of America and had her business account through Space Coast Credit Union.

She confirmed having POA over Mr. Taschner, but could not remember when she obtained it. However, she mentioned the POA was notarized by a Ms. Crystal Tracy who worked at Savings Safari. She was unaware of the responsibilities of having POA, but obtained it so she could help him. She did not have a copy of the POA on her at the time we spoke, but she stated she would provide me with a copy when she found it.

When she met Mr. Taschner, he was staying at the Budget Inn in Titusville and his weekly rent was approximately \$500.00. She assisted him with paying his rent there with her own funds and with funds from his Wells Fargo bank account. She stated she had receipts for the rent payments when he resided there.

At some point, Mr. Taschner brought her to the residence he owned at 4869 Cambridge Drive. He informed her he was ahead on his mortgage payments until the year 2026 and the monthly mortgage was approximately \$600.00. He owed approximately \$40,000.00 left on the residence. The mortgage was through Wells Fargo and was in the name of Mr. Taschner. She described the inside of the residence as soiled, dirty and unlivable conditions. The residence was so dirty she had to pay people approximately \$100.00 a day to clean up after he lived there. She stated the bathrooms were soiled with feces. He informed her he no longer wanted to be responsible for the mortgage or owning the residence and wanted her to sell it. She provided him with a Quit Claim Deed and he signed it, ultimately transferring the ownership to herself and her boyfriend at the time, Mr. Leonard C. Agee Jr. aka Chuck, for \$1,000.00. She advised she gave him the \$1,000.00 in cash. She could not recall the date the house was transferred out of his name and mentioned the mortgage was still in his name through Wells Fargo. She advised she never switched the mortgage into her name because she did not know how to do it. She strongly believed purchasing the residence from him for \$1,000.00 was a fair price to negotiate, even though he purchased the property for \$72,000.00 in 2016 and the value of the property was well over \$100,000.00 at the time. She believed the selling price of \$1,000.00 was fair because the living conditions were deplorable.

When she met Mr. Taschner, she was residing at 1481 North Highway 1, Lot #23. She owned her mobile home, but was renting the lot. At some point after obtaining new ownership of Mr. Taschner's residence, he moved in with her into her mobile home. Around the same time he moved in, she was gifted a camper from a previous resident of the mobile home park. The camper was placed on lot #53 and this became his new place to live. The rent for lot #53 was approximately \$650.00 a month and she paid the lot rent and FPL bill for him. She would pay for his expenses with funds from his Wells Fargo bank account or she would pay with her own funds and reimburse herself from his Wells Fargo bank account. Including his lot rent, she stated she paid approximately \$2,000.00 in total for his bills and spending a month. She could not remember when she moved into lot #23 or when he moved into lot #53. She recently moved out

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of the mobile home because the price of the lot rent up to approximately \$900.00. She sold the mobile home back to the owners she purchased it from and had different residences she currently resided at, to include 4869 Cambridge Drive.

She advised when she moved from the mobile home park, she transported the camper from lot #53 to the property at 4869 Cambridge Drive. After Mr. Taschner was Baker Acted his belongings to include his wallet, Florida identification card and Wells Fargo debit card were left inside the camper. She stated she has never been in possession of his DD214. She mentioned although she was in charge of managing his finances she was not sure about all the credit card bills he had; however, she remembered making online payments to a USAA account in Mr. Taschner's name.

After taking care of Mr. Taschner for a while, she knew he was not able to drive anymore. At that point, he gifted his blue Toyota Prius to her. The vehicle was gifted to her on March 1st, 2023 with 23,008 miles. She advised the vehicle was paid off, but the car was filthy inside, had mechanical issues and had structural damage. She had to pay lots of money to refurbish the vehicle so that it was in a safe and drivable condition for her. She advised she had receipts of payments made to fix the vehicle.

In March of 2024 when Mr. Taschner was Baker Acted for lighting himself on fire, she went with him to the hospital and spoke with the hospital staff. She stated the hospital staff never asked her for his driver license, DD214 or personal identification. She advised as long as Mr. Taschner was in the hospital, she visited him approximately 8 times. After that, the hospital security did not allow her to see him.

In reference to the renovations she made to 4869 Cambridge Drive since obtaining ownership, she stated she spent approximately \$20,000.00. She stated interior renovations to include flooring and updates were made to the residence and a 3rd bedroom was added to the rear of the home. She advised the renovations were completed by her father and there were no permits pulled because to the best of her knowledge, mobile homes in Brevard County did not require permits for the work done to the residence.

Your Affiant advised she had had copies of the joint Wells Fargo checking account that were provided from DCF. There were a few transactions your Affiant wanted to check with her to see if she could recall. Your Affiant mentioned a \$25,000.00 and \$10,000.00 withdrawal made in branch on March 14th, 2023. She advised she recalled making both withdrawals personally and without Mr. Taschner present and they were at the request of him. She stated she did not benefit from the withdrawals and she handed both amounts to Mr. Taschner in cash. He told her to withdraw the \$25,000.00 because he wanted to purchase a trailer on his own and she was unsure what he needed the additional \$10,000.00 for. She also did not question why he needed the money withdrawn because it was his money.

Your Affiant mentioned a \$7,000.00 withdrawal made in branch on June 13th, 2023 and \$3,000.00 on June 26th, 2023. She advised she recalled making the withdrawals without Mr. Taschner, but could not remember the reason for the withdrawals. Your Affiant also mentioned the several thousands of dollars of withdrawals made in branch after June of 2023 and she

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advised she recalled making the withdrawals with Mr. Taschner, but could not remember the reason for the withdrawals. She recalled making USAA credit card payments. In reference to the numerous ATM withdrawals made at Wells Fargo banks, non-Wells Fargo banks and transfers out of the joint Wells Fargo account; she advised they would have been withdrawals to pay for things for Mr. Taschner or her repaying herself back for paying with her own money.

In all, she stated she had saved receipts for all purchase she made for Mr. Taschner with her own personal money. She advised Mr. Taschner always told her that if she used her own money to pay for things for him, she was allowed to withdraw money from his Wells Fargo bank account to reimburse herself. She stated she never withdrew money without permission from him. She never asked Mr. Taschner for money or loans either.

It should be noted that weeks after the interview with Ms. Hackney, numerous telephone attempts were made to make contact with her on her cell phone (321-376-2133) and work business telephone (321-225-4917). Emails were also sent to Ms. Hackney with no response (cswafflesc86@yahoo.com). In all, Ms. Hackney refused to provide any proof of payments for the sole benefit of Mr. Taschner.

On October 19th, 2024, Ms. Hackney listed 4869 Cambridge Drive for sale on her Facebook profile. In the comments she advised she was selling the property for \$199,000.00. On November 8th, she commented on one of her Facebook posts that she was listing the property for \$230,000.00.

Interview with Mrs. Mary Beville:

On November 26th, 2024, your Affiant responded to Century 21 Flag Agency, Inc. located at 840 Garden Street, Titusville, Florida 32796. Your Affiant met with Realtor Mary Beville who stated the following in a sworn and audio-recorded statement:

She was a licensed realtor for approximately 6 years and was employed by Century 21 Flag Agency, Inc. for approximately 5 years.

She was contacted by a male named John from 321-383-1211 on October 26th, 2024 in reference to selling the property at 4869 Cambridge Drive, Mims. John advised he was seeking a realtor to sell the property for his friend Crystal Hackney and that "time was of the essence". She informed John she would need to speak with Ms. Hackney directly in reference to placing the property on the market, since she was the owner of the property.

She met with John and Ms. Hackney on November 15th, 2024. She toured the property and it was reiterated by John and Ms. Hackney that "time was of the essence" to sell the property. Ms. Hackney advised the property was one of her investment properties and she wanted to sell it as soon as possible. Ms. Hackney informed her she was the new owner of a business and she recently found out there were taxes owed for the business. In order to pay the taxes owed, she needed to sell her investment property. Mrs. Beville informed Ms. Hackney houses in the particular neighborhood sat on the market for approximately 100-200 days. Ms. Hackney

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mentioned she owned approximately \$30,000.00 on the mortgage. She also mentioned there was an additional bedroom added to the home and no permits were pulled for the addition because manufactured homes did not require permits. Ms. Hackney also stated she never lived in the residence.

Mrs. Beville advised when she toured the property there were two RV/campers parked on the side of the house, but Ms. Hackney said they would not be included with the sale. Ms. Hackney and Mrs. Beville agreed on a sale price of \$215,000.00 on November 15th, 2024. The contract was active as of November 15th, 2024 and would be terminated on May 16th, 2025. Mrs. Beville advised Ms. Hackney provided her with her Florida driver license and she confirmed the property was owned by her via the Brevard County Property Appraiser website. Mrs. Beville stated that was the minimal information needed from their client(s) to list a property and to confirm ownership.

On November 27th, 2024, Mrs. Beville advised she received an offer on the property. She informed the buying agent the property was involved in a criminal investigation.

On Friday, December 16th, 2024, Mrs. Beville provided your Affiant with text messages between her and Ms. Hackney in reference to the property. She informed Ms. Hackney the title company her office conducted business with would need Mr. Taschner to sign paperwork at closing since the mortgage was in his name. The title company also informed Mrs. Beville the Quit Claim Deed appeared suspicious and they more than likely would not move forward with the closing if the property were even under contract. Mrs. Beville also advised she canceled the contract; however, Ms. Hackney never signed the cancellation document.

Interaction with Ms. Taylor Kilpatrick:

On October 1st, 2024, Ms. Taylor Kilpatrick, Mr. Taschner's Case Worker from Parrish Hospital, called your Affiant. She advised she was in process of assisting Mr. Taschner with obtaining a new Florida identification card, setting up a new bank account and finding an assisted living facility to live at.

On October 28th, 2024, Ms. Kilpatrick advised she was able to obtain a new Florida driver license for Mr. Taschner. She was in the process of having a fiduciary assigned to Mr. Taschner so they could act on behalf of him to open a bank account.

On November 8th, 2024, Ms. Kilpatrick called your Affiant to advise she contacted the VA's office and they informed her since Mr. Taschner's Wells Fargo bank account was closed they have been mailing his VA benefit checks to his address on file at 4869 Cambridge Drive, Mims. Ms. Kilpatrick told the VA's office Mr. Taschner no longer lived there and his Wells Fargo bank account and funds were compromised from being a victim of fraud. The VA's office advised once Mr. Taschner had an assigned fiduciary they could contact their office on behalf of him to report the fraud and they would reimburse him.

On January 13th, 2025, Ms. Kilpatrick called and updated your Affiant that Mr. Taschner was

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assigned a fiduciary and her name was Kelly Pittman. At the time, she had no further contact information in reference to the fiduciary. It should be noted Mr. Taschner was no longer under a Baker Act at Parrish Hospital and was residing full time at Palm Point Behavioral Health located at 2355 Truman Scarborough Way, Titusville, Florida 32796.

Conclusion:

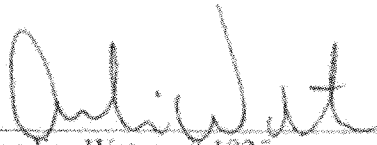
In conclusion, Mrs. Hackney met Mr. Taschner approximately two years ago. When she met him, she knew he was an elderly person over the age of 65 and he asked her for assistance in taking care of him and managing his finances. She was ultimately trusted and added as a joint account owner to Mr. Taschner's Wells Fargo checking account. Mrs. Hackney advised she was Mr. Taschner's POA even though he could not recall giving her POA or signing any documents. Mrs. Hackney also never provided physical proof of having POA and only verbally advised she had POA. Mrs. Hackney abused and breached her fiduciary duty to help and protect Mr. Taschner's person and property and stood in a position of trust. Mrs. Hackney knowingly obtained Mr. Taschner's funds, assets and property with the intent to permanently deprive him of the use, benefit and possession. Mrs. Hackney abused her power by intentionally stealing and mismanaging Mr. Taschner's funds and property. Specifically, from September of 2023 through July of 2024, Mrs. Hackney withdrew and transferred, via Zelle, **\$34,064.00** from Mr. Taschner's Wells Fargo checking account to her personal Bank of America account, leaving him with a balance of **\$0.86**. Also, from March of 2023 through August of 2024, Ms. Hackney racked Mr. Taschner's USAA credit card balance to **\$6,215.48**. It should be noted that prior to Ms. Hackney entering his life he paid off his USAA credit card and in March of 2023 he had a \$0.00 balance and a \$5,500.00 limit. Mr. Taschner never benefitted from the financial exploitation by Mrs. Hackney. Mrs. Hackney misappropriated, misused and transferred money without authorization from Mr. Taschner's joint bank accounts, in which Mr. Taschner solely placed and owned the funds and was the sole contributor of the funds before the misappropriation. Mrs. Hackney exploited Mr. Taschner by intentionally transferring his money and property, in multiple transactions, to solely benefit herself.

Based on the above facts, statements and physical evidence provided, your Affiant has probable cause to believe and does believe that the above listed probable cause, all leads to the substantiation that defendant, **Crystal Ann Hackney**, has committed a violation of the laws of the State of Florida, to wit: **Exploitation of an Elderly Person**, contrary to section **825.103(2)(b)**, Florida Statutes.

Your Affiant, Agent Candice Watson (ID) #1825 (hereinafter referred to as Your Affiant) is a sworn Law Enforcement Officer employed by the Brevard County Sheriff's Office and has been since October of 2015. Your Affiant is certified by the State of Florida Commission on Criminal Justice Standards and Training as a Law Enforcement Officer as the result of her attendance and completion of the Eastern Florida State College Police Academy. Your Affiant has been assigned to the Uniform Patrol Division and the Economic Crimes Unit. Your Affiant has investigated numerous violations of Florida Statutes, is a Certified Fraud Examiner and has received training pertaining to these crimes.

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WHEREAS, your Affiant makes this affidavit and prays the issuance of an Arrest Warrant with authority to enter any premises to effect said arrest, in due form for the arrest of **Crystal Ann Hackney** for the violation of the laws of the State of Florida, to wit: **Exploitation of an Elderly Person**, contrary to section **825.103(2)(b)**, Florida Statutes.

AGENT  #1825
Agent Candice Watson # 1825
Brevard County Sheriff's Office
Affiant

SWORN TO AND SUBSCRIBED BEFORE ME THIS 4 DAY OF ~~FEBRUARY~~ A.D. 2025 BY
Agent (Affiant) WHO IS PERSONALLY KNOWN TO ME OR WHO PRODUCED
AS IDENTIFICATION.

 #4134
AGENT KIMONE EDWARDS (ID #4134)
BREVARD COUNTY, FLORIDA