

FILED IN DENVER  
DISTRICT COURT  
COPY-CRIM

2015 DEC 17 AM 10:59

District Court, City and County of Denver, Colorado  
City and County Building, Room 209  
1437 Bannock Street  
Denver, CO 80202

**Plaintiff:** THE PEOPLE OF THE STATE OF  
COLORADO

**Defendant:** RODDY DEAN EDWARD REEF

COURT USE ONLY

Case Number: 15CR10392

Grand Jury No. 15CR2B

Div.: Criminal Ctrm: 209 / \_\_\_\_

**INDICTMENT**

VIOLETION OF COLORADO ORGANIZED CRIME CONTROL ACT, C.R.S. 18-17-104(3),  
(F2) <37284> 1 (1 count)

THEFT, 18-4-401(1),(2)(g) C.R.S. (F5) <08A14> 2, 7, 8, 10, 13, 15, 18, 19, 20, 22, 23, 24, 25,  
27, 29, 30, 32, 37, 38, 40, 41, 42, 44, 46, 50, 51, 53, 54, 56, 57, 63, 64, 66, 70 (34 counts)

THEFT, 18-4-401(1),(2)(d) C.R.S. (M2) <08A11> 3, 12, 33, 52 (4 counts)

THEFT, 18-4-401(1),(2)(f) C.R.S. (F6) <08A13> 4, 6, 9, 26, 31, 36, 39, 45, 47, 58, 65, 67, 69  
( 13 counts)

THEFT, 18-4-401(1),(2)(i) C.R.S. (F3) <08A16> 5 (1 count)

THEFT, 18-4-401(1),(2)(e) C.R.S. (M1) <08A12> 11, 34, 35, 48, 49, 59 (6 counts)

THEFT, 18-4-401(1),(2)(h) C.R.S. (F4) <08A15> 14, 16, 17, 21, 28, 60 (6 counts)

FORGERY, 18-5-102(1)(c) C.R.S. (F5) <1001C> 43, 55, 61, 62, 68 (5 counts)

The Grand Jury presents the within Indictment and the same is ordered filed.

Dated this 16 day of December, 2015.



---

Morris B. Hoffman  
Presiding Judge  
Denver District Court

## COUNT ONE

VIOLETION OF COLORADO ORGANIZED CRIME CONTROL ACT, 18-17-104(3) C.R.S.  
(F2) <37284>

Between and including **October 9, 2013 and December 16, 2015**, at and triable in the City and County of Denver, State of Colorado, **RODDY DEAN EDWARD REEF**, while employed by or associated with an enterprise, namely: **R2 CONSTRUCTION COMPANY LLC**, a legal entity, did unlawfully, feloniously, and knowingly conducted or participated, directly or indirectly, in the enterprise through a pattern of racketeering activity; in violation of sections 18-17-104(3) and 18-17-105, C.R.S.

### The Enterprise

The Enterprise alleged in this count was **R2 CONSTRUCTION COMPANY LLC**, a corporation. The Enterprise included, but was not limited to, the following: **RODDY DEAN EDWARD REEF, HOLLY REEF**, and other persons known or unknown, who were associated from time to time in racketeering activity that was related to the conduct of the enterprise.

### Pattern of Racketeering Activity

For purposes of this count, **RODDY DEAN EDWARD REEF** and **HOLLY REEF** engaged in acts related to the conduct of the enterprise, including the acts described in counts **TWO** through **SEVENTY**, at least one of which took place in the State of Colorado after July 1, 1981, and the last of which occurred within ten years after a prior act of racketeering activity.

The facts supporting Count 1 are as follows:

1. All facts in support of all other counts are incorporated herein by reference.
2. At all times relevant to this indictment, Roddy Dean Edward Reef (Roddy Reef) owned or controlled R2 Construction Company LLC (R2 Construction), which was a limited liability company registered with the State of Colorado Secretary of State's Office.
3. At all times relevant to this indictment, R2 Construction's address was listed as either 1305 Krameria Street #H134 or 6870 North Broadway Unit H, both of which were located in the City and County of Denver, State of Colorado.
4. At all times relevant to this indictment, Roddy Reef and his wife, Holly Reef, either individually or jointly, maintained and controlled business bank accounts at JP Morgan Chase, Wells Fargo Bank, and Centennial Bank, under the name of R2 Construction.
5. At all times relevant to this indictment, on or about March 12, 2014, Holly Reef opened and controlled, as sole signor, bank accounts at Wells Fargo Bank under the name of HR Holding.

6. At all times relevant to this indictment, Holly Reef maintained, controlled, and was sole signor on a business bank account at JP Morgan Chase under the name of Reef Realty.
7. At all times relevant to this indictment, Roddy Reef and Holly Reef, either individually or jointly, maintained and controlled personal bank accounts at JP Morgan Chase, Centennial Bank, and Wells Fargo Bank.
8. Beginning in approximately October 2013 and continuing through and including December 16, 2015, Roddy Reef, as owner of R2 Construction, was hired to perform various construction projects for at least 14 different project owners and operators.
9. Roddy Reef directly negotiated and contracted with these various project owners and operators to perform construction and remodeling services at their various project locations, some located within the City and County of Denver and the State of Colorado. Reef obtained funds from project owners and operators, and building materials and construction services from subcontractors hired by Reef to perform services at the project owners' or operators' project locations.
10. At all times relevant to this indictment, C.R.S. § 38-22-127 required that all funds dispersed to any general contractor for the payment of subcontractors providing services, labor, and/or building materials be held in trust for the benefit of the subcontractors.
11. At all times relevant to this indictment, various owners dispersed money to R2 Construction to be held in trust until payment could be made to the various subcontractors performing work on their respective projects. At no time did any of the various owners authorize Roddy or Holly Reef to exercise control over these funds for any purpose other than the authorized purpose of paying those funds to the various subcontractors performing work on their respective projects.
12. At all times relevant to this indictment, Roddy Reef and Holly Reef controlled all of the funds that came into R2 Construction's bank accounts including, but not limited to: deciding into which bank account a project owner's or operator's project funds would be deposited; and how a project owner's or operator's project funds would be spent, including the withdrawal of such funds by check, cash, debit, or automatic / electronic withdrawal; and transferring such funds between and among all of R2 Construction's, HR Holding's, Reef Realty's, and Roddy and Holly Reef's personal bank accounts.
13. From approximately October 2013 to December 16, 2015, Roddy Reef and R2 Construction, with the assistance of Holly Reef, acted with a common goal to exercise control over the various owners' money and use it in a manner which was unauthorized by the owners and which permanently deprived them of the use or benefit of the money dispersed to R2 Construction. Specifically, Roddy and Holly Reef used the owner's project funds for their own personal benefit, to pay off debts unrelated to the owner's project, or to pay off both personal and civil judgments.
14. In addition, from approximately October 2013 to December 16, 2015, Roddy Reef and R2 Construction acted with the common goal to take the services, labor, and/or building materials of various subcontractors with the intent to permanently deprive them of the value of

those services, labor, and/or building materials by failing to disperse them the money held in trust for their use and benefit by R2 Construction.

## COUNT TWO

THEFT, 18-4-401(1),(2)(g) C.R.S. (F5) <08A14>

Between and including **October 9, 2013 and September 23, 2014**, at and triable in the City and County of Denver, State of Colorado, **RODDY DEAN EDWARD REEF** unlawfully, feloniously, and knowingly, took a thing of value of another, or obtained, retained, or exercised control over a thing of value of another, without authorization, or by threat or deception, namely: **MONEY**, of **OLGA ZABLOTSKAYA AND LE RENDEZVOUS LTD DBA LE RENDEZVOUS**, with the value of five thousand dollars or more but less than twenty thousand dollars; in violation of section 18-4-401(1),(2)(g),(6) C.R.S. and intended to deprive **OLGA ZABLOTSKAYA AND LE RENDEZVOUS LTD DBA LE RENDEZVOUS** permanently of its use or benefit; in violation of section 18-4-401(1)(a),(2)(g),(6) C.R.S. or knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive **OLGA ZABLOTSKAYA AND LE RENDEZVOUS LTD DBA LE RENDEZVOUS** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(g),(6) C.R.S. or used, concealed, or abandoned the thing of value intending that such use, concealment, or abandonment would deprive **OLGA ZABLOTSKAYA AND LE RENDEZVOUS LTD DBA LE RENDEZVOUS** permanently of its use or benefit; in violation of section 18-4-401(1)(c),(2)(g),(6) C.R.S.

## COUNT THREE

THEFT, 18-4-401(1),(2)(d) C.R.S. (M2) <08A11>

Between and including **October 9, 2013 and September 23, 2014**, at and triable in the City and County of Denver, State of Colorado **RODDY DEAN EDWARD REEF** unlawfully, and knowingly, took a thing of value of another, or obtained, retained, or exercised control over a thing of value of another, without authorization, or by threat or deception, namely: **SERVICES, LABOR AND/OR MATERIALS** of **GREY WOLF ARCHITECTURE**, with the value of three hundred dollars or more but less than seven hundred fifty dollars; in violation of section 18-4-401(1),(2)(d),(6) C.R.S. and intended to deprive **GREY WOLF ARCHITECTURE** permanently of its use or benefit; in violation of section 18-4-401(1)(a),(2)(d),(6) C.R.S. or knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive **GREY WOLF ARCHITECTURE** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(d),(6) C.R.S. or used, concealed, or abandoned the thing of value intending that such use, concealment, or abandonment would deprive **GREY WOLF ARCHITECTURE** permanently of its use or benefit; in violation of section 18-4-401(1)(c),(2)(d),(6) C.R.S.

## COUNT FOUR

THEFT, 18-4-401(1),(2)(f) C.R.S. (F6) <08A13>

Between and including **March 21, 2014 and September 23, 2014**, at and triable in the City and County of Denver, State of Colorado, **RODDY DEAN EDWARD REEF** unlawfully, feloniously, and knowingly, took a thing of value of another, or obtained, retained, or exercised control over a thing of value of another, without authorization, or by threat or deception, namely: **SERVICES, LABOR AND/OR MATERIALS** of **STEELCO INC**, with the value of two thousand dollars or more but less than five thousand dollars; in violation of section 18-4-401(1),(2)(f),(6) C.R.S. and intended to deprive **STEELCO INC** permanently of its use or benefit; in violation of section 18-4-401(1)(a),(2)(f),(6) C.R.S. or knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive **STEELCO INC** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(f),(6) C.R.S. or used, concealed, or abandoned the thing of value intending that such use, concealment, or abandonment would deprive **STEELCO INC** permanently of its use or benefit; in violation of section 18-4-401(1)(c),(2)(f),(6) C.R.S.

The facts supporting Counts 2 through 4 are as follows:

1. All facts in support of all other counts are incorporated herein by reference.
2. On or about October 9, 2013, Olga Zablotskaya (Zablotskaya), owner of Le Rendezvous Ltd dba Le Rendezvous, obtained a bid from Roddy Reef for R2 Construction to complete a construction project for Zablotskaya located at 278 Fillmore in the City and County of Denver, State of Colorado (the Le Rendezvous project). Zablotskaya hired R2 Construction to complete the Le Rendezvous project for a set price of approximately \$61,000.00.
3. Between and including October 9, 2013 and July 14, 2014, Zablotskaya paid Roddy Reef a total of approximately \$61,200.00 in full payment of R2 Construction's contract, and for the authorized purpose of paying subcontractors, laborers, and material suppliers for work performed on the Le Rendezvous project.
4. During that time, Roddy Reef exercised control over Zablotskaya's trust funds, and without her authority, expended Zablotskaya's trust funds for his own personal benefit, the benefit of Holly Reef, and/or for purposes unrelated to the Le Rendezvous project.
5. By approximately September 23, 2014, all of the Le Rendezvous project funds, as well as all of Roddy Reef's other project owners' and operators' project funds received between and including October 9, 2013 and September 23, 2014, were exhausted. As a result, Zablotskaya did not receive the benefit of approximately \$5,090.50 paid in full to Roddy Reef for payment to subcontractors, laborers, and/or material suppliers on the Le Rendezvous project.
6. Between and including October 7, 2013 and July 14, 2014, the below listed subcontractors provided services, labor, and/or building materials on the Le Rendezvous project, and requested full payment from Roddy Reef on the balance of their contract with R2

Construction. Roddy Reef took the services, labor, and/or building materials from the subcontractors with the intent of permanently depriving them of their value by using the Le Rendezvous project funds for his own benefit instead of using those funds to pay the subcontractors for their work.

7. As of September 23, 2014, Roddy Reef had failed to pay, in part or in full, the below subcontractors from the Le Rendezvous project's trust funds a total of approximately \$5,090.50 for their services, labor, and/or building materials provided during the construction of the Le Rendezvous project:

Subcontractor	Invoice / Contract Date Range	Total Contract Amount	Amount R2 Paid During Project	Total Owed to Subcontractors at Project's End
Grey Wolf Architecture	10/07/2013 - 03/06/2014	\$3,937.24	\$3,414.74	\$522.50
Steelco Inc	03/21/2014 - 04/21/2014	\$4,568.00	\$0.00	\$4,568.00
			TOTAL	\$5,090.50

8. As a result, the above listed subcontractors were owed approximately \$5,090.50 for services, labor, and/or building materials provided during the construction of the Le Rendezvous project.



COUNT FIVE

THEFT, 18-4-401(1),(2)(i) C.R.S. (F3) <08A16>

Between and including **January 10, 2014 and October 14, 2014**, at and triable in the City and County of Denver, State of Colorado **RODDY DEAN EDWARD REEF** unlawfully, feloniously, and knowingly, took a thing of value without authorization, or by threat or deception, obtained, retained, or exercised control over a thing of value, namely: **MONEY**, of **JOSEPH PITRUZZELLI, TYLER WILSON AND WURSTKUCHE COLORADO LLC DBA WURSTKUCHE**, with the value of one hundred thousand dollars or more but less than one million dollars; in violation of section 18-4-401(1),(2)(i),(6) C.R.S. and intended to deprive **JOSEPH PITRUZZELLI, TYLER WILSON AND WURSTKUCHE COLORADO LLC DBA WURSTKUCHE** permanently of its use or benefit; in violation of section 18-4-401(1)(a),(2)(i), C.R.S. or knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive **JOSEPH PITRUZZELLI, TYLER WILSON AND WURSTKUCHE COLORADO LLC DBA WURSTKUCHE** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(i), C.R.S. or used, concealed, or abandoned the thing of value intending that such use, concealment, or abandonment would deprive **JOSEPH PITRUZZELLI, TYLER WILSON AND WURSTKUCHE COLORADO LLC DBA WURSTKUCHE** permanently of its use or benefit; in violation of section 18-4-401(1)(c),(2)(i), C.R.S.

COUNT SIX

THEFT, 18-4-401(1),(2)(f) C.R.S. (F6) <08A13>

Between and including **January 10, 2014 and October 14, 2014**, at and triable in the City and County of Denver, State of Colorado, **RODDY DEAN EDWARD REEF** unlawfully, feloniously, and knowingly, or took a thing of value of another, or obtained, retained, or exercised control over a thing of value of another, without authorization, or by threat or deception, namely: **SERVICES, LABOR AND/OR MATERIALS** of **GAETANO MARINO**, with the value of two thousand dollars or more but less than five thousand dollars; in violation of section 18-4-401(1),(2)(f),(6) C.R.S. and intended to deprive **GAETANO MARINO** permanently of its use or benefit; in violation of section 18-4-401(1)(a),(2)(f),(6) C.R.S. or knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive **GAETANO MARINO** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(f),(6) C.R.S. or used, concealed, or abandoned the thing of value intending that such use, concealment, or abandonment would deprive **GAETANO MARINO** permanently of its use or benefit; in violation of section 18-4-401(1)(c),(2)(f),(6) C.R.S.

### COUNT SEVEN

THEFT, 18-4-401(1),(2)(g) C.R.S. (F5) <08A14>

Between and including **January 22, 2014 and October 14, 2014**, at and triable in the City and County of Denver, State of Colorado, **RODDY DEAN EDWARD REEF** unlawfully, feloniously, and knowingly, took a thing of value of another, or obtained, retained, or exercised control over a thing of value of another, without authorization, or by threat or deception, namely: **SERVICES, LABOR AND/OR MATERIALS** of **DANA KEPNER COMPANY INC**, with the value of five thousand dollars or more but less than twenty thousand dollars; in violation of section 18-4-401(1),(2)(g),(6) C.R.S. and intended to deprive **DANA KEPNER COMPANY INC** permanently of its use or benefit; in violation of section 18-4-401(1)(a),(2)(g),(6) C.R.S. or knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive **DANA KEPNER COMPANY INC** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(g),(6) C.R.S. or used, concealed, or abandoned the thing of value intending that such use, concealment, or abandonment would deprive **DANA KEPNER COMPANY INC** permanently of its use or benefit; in violation of section 18-4-401(1)(c),(2)(g),(6) C.R.S.

### COUNT EIGHT

THEFT, 18-4-401(1),(2)(g) C.R.S. (F5) <08A14>

Between and including **January 22, 2014 and October 14, 2014**, at and triable in the City and County of Denver, State of Colorado, **RODDY DEAN EDWARD REEF** unlawfully, feloniously, and knowingly, took a thing of value of another, or obtained, retained, or exercised control over a thing of value of another, without authorization, or by threat or deception, namely: **SERVICES, LABOR AND/OR MATERIALS** of **FORBES EXCAVATING AND TRUCKING DBA MOVIN DIRT INC**, with the value of five thousand dollars or more but less than twenty thousand dollars; in violation of section 18-4-401(1),(2)(g),(6) C.R.S. and intended to deprive **FORBES EXCAVATING AND TRUCKING DBA MOVIN DIRT INC** permanently of its use or benefit; in violation of section 18-4-401(1)(a),(2)(g),(6) C.R.S. or knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive **FORBES EXCAVATING AND TRUCKING DBA MOVIN DIRT INC** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(g),(6) C.R.S. or used, concealed, or abandoned the thing of value intending that such use, concealment, or abandonment would deprive **FORBES EXCAVATING AND TRUCKING DBA MOVIN DIRT INC** permanently of its use or benefit; in violation of section 18-4-401(1)(c),(2)(g),(6) C.R.S.

### COUNT NINE

THEFT, 18-4-401(1),(2)(f) C.R.S. (F6) <08A13>

Between and including **February 25, 2014 and October 14, 2014**, at and triable in the City and County of Denver, State of Colorado, **RODDY DEAN EDWARD REEF** unlawfully, feloniously, and knowingly, took a thing of value of another, or obtained, retained, or exercised control over a thing of value of another, without authorization, or by threat or deception, namely: **SERVICES, LABOR AND/OR MATERIALS** of **BAERREN CONCRETE CONSTRUCTION COMPANY**, with the value of two thousand dollars or more but less than five thousand dollars; in violation of section 18-4-401(1),(2)(f),(6) C.R.S. and intended to deprive **BAERREN CONCRETE CONSTRUCTION COMPANY** permanently of its use or benefit; in violation of section 18-4-401(1)(a),(2)(f),(6) C.R.S. or knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive **BAERREN CONCRETE CONSTRUCTION COMPANY** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(f),(6) C.R.S. or used, concealed, or abandoned the thing of value intending that such use, concealment, or abandonment would deprive **BAERREN CONCRETE CONSTRUCTION COMPANY** permanently of its use or benefit; in violation of section 18-4-401(1)(c),(2)(f),(6) C.R.S.

### COUNT TEN

THEFT, 18-4-401(1),(2)(g) C.R.S. (F5) <08A14>

Between and including **March 30, 2014 and October 14, 2014**, at and triable in the City and County of Denver, State of Colorado, **RODDY DEAN EDWARD REEF** unlawfully, feloniously, and knowingly, took a thing of value of another, or obtained, retained, or exercised control over a thing of value of another, without authorization, or by threat or deception, namely: **SERVICES, LABOR AND/OR MATERIALS** of **SPEICHER INC**, with the value of five thousand dollars or more but less than twenty thousand dollars; in violation of section 18-4-401(1),(2)(g),(6) C.R.S. and intended to deprive **SPEICHER INC** permanently of its use or benefit; in violation of section 18-4-401(1)(a),(2)(g),(6) C.R.S. or knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive **SPEICHER INC** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(g),(6) C.R.S. or used, concealed, or abandoned the thing of value intending that such use, concealment, or abandonment would deprive **SPEICHER INC** permanently of its use or benefit; in violation of section 18-4-401(1)(c),(2)(g),(6) C.R.S.

### COUNT ELEVEN

THEFT, 18-4-401(1),(2)(e) C.R.S. (M1) <08A12>

Between and including **May 5, 2014 and October 14, 2014**, at and triable in the City and County of Denver, State of Colorado, **RODDY DEAN EDWARD REEF** unlawfully, and knowingly, took a thing of value of another, or obtained, retained, or exercised control over a thing of value of another, without authorization, or by threat or deception, namely: **SERVICES, LABOR AND/OR MATERIALS** of **ERS CONCRETE**, with the value of seven hundred fifty dollars or more but less than two thousand dollars; in violation of section 18-4-401(1),(2)(e),(6) C.R.S. and intended to deprive **ERS CONCRETE** permanently of its use or benefit; in violation of section 18-4-401(1)(a),(2)(e),(6) C.R.S. or knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive **ERS CONCRETE** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(e),(6) C.R.S. or used, concealed, or abandoned the thing of value intending that such use, concealment, or abandonment would deprive **ERS CONCRETE** permanently of its use or benefit; in violation of section 18-4-401(1)(c),(2)(e),(6) C.R.S.

### COUNT TWELVE

THEFT, 18-4-401(1),(2)(d) C.R.S. (M2) <08A11>

Between and including **May 16, 2014 and October 14, 2014**, at and triable in the City and County of Denver, State of Colorado **RODDY DEAN EDWARD REEF** unlawfully, and knowingly, took a thing of value of another, or obtained, retained, or exercised control over a thing of value of another, without authorization, or by threat or deception, namely: **SERVICES, LABOR AND/OR MATERIALS** of **KUMAR AND ASSOCIATES INC**, with the value of three hundred dollars or more but less than seven hundred fifty dollars; in violation of section 18-4-401(1),(2)(d),(6) C.R.S. and intended to deprive **KUMAR AND ASSOCIATES INC** permanently of its use or benefit; in violation of section 18-4-401(1)(a),(2)(d),(6) C.R.S. or knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive **KUMAR AND ASSOCIATES INC** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(d),(6) C.R.S. or used, concealed, or abandoned the thing of value intending that such use, concealment, or abandonment would deprive **KUMAR AND ASSOCIATES INC** permanently of its use or benefit; in violation of section 18-4-401(1)(c),(2)(d),(6) C.R.S.

### COUNT THIRTEEN

THEFT, 18-4-401(1),(2)(g) C.R.S. (F5) <08A14>

Between and including **May 16, 2014 and October 14, 2014**, at and triable in the City and County of Denver, State of Colorado, **RODDY DEAN EDWARD REEF** unlawfully, feloniously, and knowingly, took a thing of value of another, or obtained, retained, or exercised control over a thing of value of another, without authorization, or by threat or deception, namely: **SERVICES, LABOR AND/OR MATERIALS of MIDNIGHT METALS**, with the value of five thousand dollars or more but less than twenty thousand dollars; in violation of section 18-4-401(1),(2)(g),(6) C.R.S. and intended to deprive **MIDNIGHT METALS** permanently of its use or benefit; in violation of section 18-4-401(1)(a),(2)(g),(6) C.R.S. or knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive **MIDNIGHT METALS** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(g),(6) C.R.S. or used, concealed, or abandoned the thing of value intending that such use, concealment, or abandonment would deprive **MIDNIGHT METALS** permanently of its use or benefit; in violation of section 18-4-401(1)(c),(2)(g),(6) C.R.S.

### COUNT FOURTEEN

THEFT, 18-4-401(1),(2)(h) C.R.S. (F4) <08A15>

Between and including **May 19, 2014 and October 14, 2014**, at and triable in the City and County of Denver, State of Colorado **RODDY DEAN EDWARD REEF** unlawfully, feloniously, and knowingly, took a thing of value of another, or obtained, retained, or exercised control over a thing of value of another, without authorization, or by threat or deception, namely: **SERVICES, LABOR AND/OR MATERIALS of WOLF CONCRETE CONSTRUCTION LLC**, with the value of twenty thousand dollars or more but less than one hundred thousand dollars ; in violation of section 18-4-401(1),(2)(h),(6) C.R.S. and intended to deprive **WOLF CONCRETE CONSTRUCTION LLC** permanently of its use or benefit; in violation of section 18-4-401(1)(a),(2)(h), C.R.S. or knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive **WOLF CONCRETE CONSTRUCTION LLC** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(h), C.R.S. or used, concealed, or abandoned the thing of value intending that such use, concealment, or abandonment would deprive **WOLF CONCRETE CONSTRUCTION LLC** permanently of its use or benefit; in violation of section 18-4-401(1)(c),(2)(h), C.R.S.

COUNT FIFTEEN

THEFT, 18-4-401(1),(2)(g) C.R.S. (F5) <08A14>

Between and including **May 19, 2014 November 30, 2014**, at and triable in the City and County of Denver, State of Colorado, **RODDY DEAN EDWARD REEF** unlawfully, feloniously, and knowingly, took a thing of value of another, or obtained, retained, or exercised control over a thing of value of another, without authorization, or by threat or deception, namely: **SERVICES, LABOR AND/OR MATERIALS** of **CITY WIDE WELDING INC**, with the value of five thousand dollars or more but less than twenty thousand dollars; in violation of section 18-4-401(1),(2)(g),(6) C.R.S. and intended to deprive **CITY WIDE WELDING INC** permanently of its use or benefit; in violation of section 18-4-401(1)(a),(2)(g),(6) C.R.S. or knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive **CITY WIDE WELDING INC** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(g),(6) C.R.S. or used, concealed, or abandoned the thing of value intending that such use, concealment, or abandonment would deprive **CITY WIDE WELDING INC** permanently of its use or benefit; in violation of section 18-4-401(1)(c),(2)(g),(6) C.R.S.

COUNT SIXTEEN

THEFT, 18-4-401(1),(2)(h) C.R.S. (F4) <08A15>

Between and including **May 20, 2014 and October 14, 2014**, at and triable in the City and County of Denver, State of Colorado **RODDY DEAN EDWARD REEF** unlawfully, feloniously, and knowingly, took a thing of value of another, or obtained, retained, or exercised control over a thing of value of another, without authorization, or by threat or deception, namely: **SERVICES, LABOR AND/OR MATERIALS** of **FRONTIER FIRE PROTECTION LLC**, with the value of twenty thousand dollars or more but less than one hundred thousand dollars ; in violation of section 18-4-401(1),(2)(h),(6) C.R.S. and intended to deprive **FRONTIER FIRE PROTECTION LLC** permanently of its use or benefit; in violation of section 18-4-401(1)(a),(2)(h), C.R.S. or knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive **FRONTIER FIRE PROTECTION LLC** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(h), C.R.S. or used, concealed, or abandoned the thing of value intending that such use, concealment, or abandonment would deprive **FRONTIER FIRE PROTECTION LLC** permanently of its use or benefit; in violation of section 18-4-401(1)(c),(2)(h), C.R.S.

### COUNT SEVENTEEN

THEFT, 18-4-401(1)(a),(2)(h) C.R.S. (F4) <08A15>

Between and including **June 4, 2014 and October 14, 2014**, at and triable in the City and County of Denver, State of Colorado **RODDY DEAN EDWARD REEF** unlawfully, feloniously, and knowingly, took a thing of value of another, or obtained, retained, or exercised control over a thing of value of another, without authorization, or by threat or deception, namely: **SERVICES, LABOR AND/OR MATERIALS** of **ROBERTS ELECTRICAL CONTRACTING**, with the value of twenty thousand dollars or more but less than one hundred thousand dollars ; in violation of section 18-4-401(1),(2)(h),(6) C.R.S. and intended to deprive **ROBERTS ELECTRICAL CONTRACTING** permanently of its use or benefit; in violation of section 18-4-401(1)(a),(2)(h), C.R.S. or knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive **ROBERTS ELECTRICAL CONTRACTING** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(h), C.R.S. or used, concealed, or abandoned the thing of value intending that such use, concealment, or abandonment would deprive **ROBERTS ELECTRICAL CONTRACTING** permanently of its use or benefit; in violation of section 18-4-401(1)(c),(2)(h), C.R.S.

### COUNT EIGHTEEN

THEFT, 18-4-401(1),(2)(g) C.R.S. (F5) <08A14>

Between and including **June 16, 2014 and October 14, 2014**, at and triable in the City and County of Denver, State of Colorado, **RODDY DEAN EDWARD REEF** unlawfully, feloniously, and knowingly, took a thing of value of another, or obtained, retained, or exercised control over a thing of value of another, without authorization, or by threat or deception, namely: **SERVICES, LABOR AND/OR MATERIALS** of **AIA INDUSTRIES INC**, with the value of five thousand dollars or more but less than twenty thousand dollars; in violation of section 18-4-401(1),(2)(g),(6) C.R.S. and intended to deprive **AIA INDUSTRIES INC** permanently of its use or benefit; in violation of section 18-4-401(1)(a),(2)(g),(6) C.R.S. or knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive **AIA INDUSTRIES INC** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(g),(6) C.R.S. or used, concealed, or abandoned the thing of value intending that such use, concealment, or abandonment would deprive **AIA INDUSTRIES INC** permanently of its use or benefit; in violation of section 18-4-401(1)(c),(2)(g),(6) C.R.S.

### COUNT NINETEEN

THEFT, 18-4-401(1),(2)(g) C.R.S. (F5) <08A14>

Between and including **June 21, 2014 and October 14, 2014**, at and triable in the City and County of Denver, State of Colorado, **RODDY DEAN EDWARD REEF** unlawfully, feloniously, and knowingly, took a thing of value of another, or obtained, retained, or exercised control over a thing of value of another, without authorization, or by threat or deception, namely: **SERVICES, LABOR AND/OR MATERIALS** of **FREDDYS PAINTING AND DRYWALL**, with the value of five thousand dollars or more but less than twenty thousand dollars; in violation of section 18-4-401(1),(2)(g),(6) C.R.S. and intended to deprive **FREDDYS PAINTING AND DRYWALL** permanently of its use or benefit; in violation of section 18-4-401(1)(a),(2)(g),(6) C.R.S. or knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive **FREDDYS PAINTING AND DRYWALL** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(g),(6) C.R.S. or used, concealed, or abandoned the thing of value intending that such use, concealment, or abandonment would deprive **FREDDYS PAINTING AND DRYWALL** permanently of its use or benefit; in violation of section 18-4-401(1)(c),(2)(g),(6) C.R.S.

### COUNT TWENTY

THEFT, 18-4-401(1),(2)(g) C.R.S. (F5) <08A14>

Between and including **June 25, 2014 and October 14, 2014**, at and triable in the City and County of Denver, State of Colorado, **RODDY DEAN EDWARD REEF** unlawfully, feloniously, and knowingly, took a thing of value of another, or obtained, retained, or exercised control over a thing of value of another, without authorization, or by threat or deception, namely: **SERVICES, LABOR AND/OR MATERIALS** of **LIGHTNING MOBILE INC**, with the value of five thousand dollars or more but less than twenty thousand dollars; in violation of section 18-4-401(1),(2)(g),(6) C.R.S. and intended to deprive **LIGHTNING MOBILE INC** permanently of its use or benefit; in violation of section 18-4-401(1)(a),(2)(g),(6) C.R.S. or knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive **LIGHTNING MOBILE INC** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(g),(6) C.R.S. or used, concealed, or abandoned the thing of value intending that such use, concealment, or abandonment would deprive **LIGHTNING MOBILE INC** permanently of its use or benefit; in violation of section 18-4-401(1)(c),(2)(g),(6) C.R.S.



### COUNT TWENTY-ONE

THEFT, 18-4-401(1),(2)(h) C.R.S. (F4) <08A15>

Between and including **June 26, 2014 and October 14, 2014**, at and triable in the City and County of Denver, State of Colorado **RODDY DEAN EDWARD REEF** unlawfully, feloniously, and knowingly, took a thing of value without authorization, or by threat or deception, obtained, retained, or exercised control over a thing of value, namely: **SERVICES, LABOR AND/OR MATERIALS** of **CANYON PLUMBING INC**, with the value of twenty thousand dollars or more but less than one hundred thousand dollars ; in violation of section 18-4-401(1),(2)(h),(6) C.R.S. and intended to deprive **CANYON PLUMBING INC** permanently of its use or benefit; in violation of section 18-4-401(1)(a),(2)(h), C.R.S. or knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive **CANYON PLUMBING INC** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(h), C.R.S. or used, concealed, or abandoned the thing of value intending that such use, concealment, or abandonment would deprive **CANYON PLUMBING INC** permanently of its use or benefit; in violation of section 18-4-401(1)(c),(2)(h), C.R.S.

### COUNT TWENTY-TWO

THEFT, 18-4-401(1),(2)(g) C.R.S. (F5) <08A14>

Between and including **June 27, 2014 and October 14, 2014**, at and triable in the City and County of Denver, State of Colorado, **RODDY DEAN EDWARD REEF** unlawfully, feloniously, and knowingly, took a thing of value of another, or obtained, retained, or exercised control over a thing of value of another, without authorization, or by threat or deception, namely: **SERVICES, LABOR AND/OR MATERIALS** of **AMERICAN ROOFTOP INC**, with the value of five thousand dollars or more but less than twenty thousand dollars; in violation of section 18-4-401(1),(2)(g),(6) C.R.S. and intended to deprive **AMERICAN ROOFTOP INC** permanently of its use or benefit; in violation of section 18-4-401(1)(a),(2)(g),(6) C.R.S. or knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive **AMERICAN ROOFTOP INC** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(g),(6) C.R.S. or used, concealed, or abandoned the thing of value intending that such use, concealment, or abandonment would deprive **AMERICAN ROOFTOP INC** permanently of its use or benefit; in violation of section 18-4-401(1)(c),(2)(g),(6) C.R.S.

COUNT TWENTY-THREE

THEFT, 18-4-401(1),(2)(g) C.R.S. (F5) <08A14>

Between and including **July 1, 2014 and October 14, 2014**, at and triable in the City and County of Denver, State of Colorado, **RODDY DEAN EDWARD REEF** unlawfully, feloniously, and knowingly, took a thing of value of another, or obtained, retained, or exercised control over a thing of value of another, without authorization, or by threat or deception, namely: **SERVICES, LABOR AND/OR MATERIALS** of **DENVER WELDING AND RESEARCH LLC**, with the value of five thousand dollars or more but less than twenty thousand dollars; in violation of section 18-4-401(1),(2)(g),(6) C.R.S. and intended to deprive **DENVER WELDING AND RESEARCH LLC** permanently of its use or benefit; in violation of section 18-4-401(1)(a),(2)(g),(6) C.R.S. or knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive **DENVER WELDING AND RESEARCH LLC** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(g),(6) C.R.S. or used, concealed, or abandoned the thing of value intending that such use, concealment, or abandonment would deprive **DENVER WELDING AND RESEARCH LLC** permanently of its use or benefit; in violation of section 18-4-401(1)(c),(2)(g),(6) C.R.S.

COUNT TWENTY-FOUR

THEFT, 18-4-401(1),(2)(g) C.R.S. (F5) <08A14>

Between and including **July 11, 2014 and October 14, 2014**, at and triable in the City and County of Denver, State of Colorado, **RODDY DEAN EDWARD REEF** unlawfully, feloniously, and knowingly, took a thing of value of another, or obtained, retained, or exercised control over a thing of value of another, without authorization, or by threat or deception, namely: **SERVICES, LABOR AND/OR MATERIALS** of **COLORADO CUSTOM STAINLESS INC**, with the value of five thousand dollars or more but less than twenty thousand dollars; in violation of section 18-4-401(1),(2)(g),(6) C.R.S. and intended to deprive **COLORADO CUSTOM STAINLESS INC** permanently of its use or benefit; in violation of section 18-4-401(1)(a),(2)(g),(6) C.R.S. or knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive **COLORADO CUSTOM STAINLESS INC** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(g),(6) C.R.S. or used, concealed, or abandoned the thing of value intending that such use, concealment, or abandonment would deprive **COLORADO CUSTOM STAINLESS INC** permanently of its use or benefit; in violation of section 18-4-401(1)(c),(2)(g),(6) C.R.S.

### COUNT TWENTY-FIVE

THEFT, 18-4-401(1),(2)(g) C.R.S. (F5) <08A14>

Between and including **July 13, 2014 and October 14, 2014**, at and triable in the City and County of Denver, State of Colorado, **RODDY DEAN EDWARD REEF** unlawfully, feloniously, and knowingly, took a thing of value of another, or obtained, retained, or exercised control over a thing of value of another, without authorization, or by threat or deception, namely: **SERVICES, LABOR AND/OR MATERIALS** of **ALL WEST SURFACE PREP**, with the value of five thousand dollars or more but less than twenty thousand dollars; in violation of section 18-4-401(1),(2)(g),(6) C.R.S. and intended to deprive **ALL WEST SURFACE PREP** permanently of its use or benefit; in violation of section 18-4-401(1)(a),(2)(g),(6) C.R.S. or knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive **ALL WEST SURFACE PREP** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(g),(6) C.R.S. or used, concealed, or abandoned the thing of value intending that such use, concealment, or abandonment would deprive **ALL WEST SURFACE PREP** permanently of its use or benefit; in violation of section 18-4-401(1)(c),(2)(g),(6) C.R.S.

### COUNT TWENTY-SIX

THEFT, 18-4-401(1),(2)(f) C.R.S. (F6) <08A13>

Between and including **July 22, 2014 and October 14, 2014**, at and triable in the City and County of Denver, State of Colorado, **RODDY DEAN EDWARD REEF** unlawfully, feloniously, and knowingly, or took a thing of value of another, or obtained, retained, or exercised control over a thing of value of another, without authorization, or by threat or deception, namely: **SERVICES, LABOR AND/OR MATERIALS** of **SAFETY SYSTEMS**, with the value of two thousand dollars or more but less than five thousand dollars; in violation of section 18-4-401(1),(2)(f),(6) C.R.S. and intended to deprive **SAFETY SYSTEMS** permanently of its use or benefit; in violation of section 18-4-401(1)(a),(2)(f),(6) C.R.S. or knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive **SAFETY SYSTEMS** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(f),(6) C.R.S. or used, concealed, or abandoned the thing of value intending that such use, concealment, or abandonment would deprive **SAFETY SYSTEMS** permanently of its use or benefit; in violation of section 18-4-401(1)(c),(2)(f),(6) C.R.S.

COUNT TWENTY-SEVEN

THEFT, 18-4-401(1),(2)(g) C.R.S. (F5) <08A14>

Between and including **August 1, 2014 and October 14, 2014**, at and triable in the City and County of Denver, State of Colorado, **RODDY DEAN EDWARD REEF** unlawfully, feloniously, and knowingly, took a thing of value of another, or obtained, retained, or exercised control over a thing of value of another, without authorization, or by threat or deception, namely: **SERVICES, LABOR AND/OR MATERIALS of A&D HVACR**, with the value of five thousand dollars or more but less than twenty thousand dollars; in violation of section 18-4-401(1),(2)(g),(6) C.R.S. and intended to deprive **A&D HVACR** permanently of its use or benefit; in violation of section 18-4-401(1)(a),(2)(g),(6) C.R.S. or knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive **A&D HVACR** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(g),(6) C.R.S. or used, concealed, or abandoned the thing of value intending that such use, concealment, or abandonment would deprive **A&D HVACR** permanently of its use or benefit; in violation of section 18-4-401(1)(c),(2)(g),(6) C.R.S.

COUNT TWENTY-EIGHT

THEFT, 18-4-401(1),(2)(h) C.R.S. (F4) <08A15>

Between and including **August 5, 2014 and October 14, 2014**, at and triable in the City and County of Denver, State of Colorado **RODDY DEAN EDWARD REEF** unlawfully, feloniously, and knowingly, took a thing of value of another, or obtained, retained, or exercised control over a thing of value of another, without authorization, or by threat or deception, namely: **SERVICES, LABOR AND/OR MATERIALS of ANC GLASS SERVICE INC**, with the value of twenty thousand dollars or more but less than one hundred thousand dollars ; in violation of section 18-4-401(1),(2)(h),(6) C.R.S. and intended to deprive **ANC GLASS SERVICE INC** permanently of its use or benefit; in violation of section 18-4-401(1)(a),(2)(h), C.R.S. or knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive **ANC GLASS SERVICE INC** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(h), C.R.S. or used, concealed, or abandoned the thing of value intending that such use, concealment, or abandonment would deprive **ANC GLASS SERVICE INC** permanently of its use or benefit; in violation of section 18-4-401(1)(c),(2)(h), C.R.S.

COUNT TWENTY-NINE

THEFT, 18-4-401(1),(2)(g) C.R.S. (F5) <08A14>

Between and including **August 23, 2014 and October 14, 2014**, at and triable in the City and County of Denver, State of Colorado, **RODDY DEAN EDWARD REEF** unlawfully, feloniously, and knowingly, took a thing of value of another, or obtained, retained, or exercised control over a thing of value of another, without authorization, or by threat or deception, namely: **SERVICES, LABOR AND/OR MATERIALS** of **ELECTRO PAINTING AND REFURBISHING INC**, with the value of five thousand dollars or more but less than twenty thousand dollars; in violation of section 18-4-401(1),(2)(g),(6) C.R.S. and intended to deprive **ELECTRO PAINTING AND REFURBISHING INC** permanently of its use or benefit; in violation of section 18-4-401(1)(a),(2)(g),(6) C.R.S. or knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive **ELECTRO PAINTING AND REFURBISHING INC** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(g),(6) C.R.S. or used, concealed, or abandoned the thing of value intending that such use, concealment, or abandonment would deprive **ELECTRO PAINTING AND REFURBISHING INC** permanently of its use or benefit; in violation of section 18-4-401(1)(c),(2)(g),(6) C.R.S.

COUNT THIRTY

THEFT, 18-4-401(1),(2)(g) C.R.S. (F5) <08A14>

Between and including **August 24, 2014 and October 14, 2014**, at and triable in the City and County of Denver, State of Colorado, **RODDY DEAN EDWARD REEF** unlawfully, feloniously, and knowingly, took a thing of value of another, or obtained, retained, or exercised control over a thing of value of another, without authorization, or by threat or deception, namely: **SERVICES, LABOR AND/OR MATERIALS** of **VALIANT STORE FIXTURES**, with the value of five thousand dollars or more but less than twenty thousand dollars; in violation of section 18-4-401(1),(2)(g),(6) C.R.S. and intended to deprive **VALIANT STORE FIXTURES** permanently of its use or benefit; in violation of section 18-4-401(1)(a),(2)(g),(6) C.R.S. or knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive **VALIANT STORE FIXTURES** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(g),(6) C.R.S. or used, concealed, or abandoned the thing of value intending that such use, concealment, or abandonment would deprive **VALIANT STORE FIXTURES** permanently of its use or benefit; in violation of section 18-4-401(1)(c),(2)(g),(6) C.R.S.

### COUNT THIRTY-ONE

THEFT, 18-4-401(1),(2)(f) C.R.S. (F6) <08A13>

Between and including **August 25, 2014 and October 14, 2014**, at and triable in the City and County of Denver, State of Colorado, **RODDY DEAN EDWARD REEF** unlawfully, feloniously, and knowingly, took a thing of value of another, or obtained, retained, or exercised control over a thing of value of another, without authorization, or by threat or deception, namely: **SERVICES, LABOR AND/OR MATERIALS** of **COLORADO LATHING INC**, with the value of two thousand dollars or more but less than five thousand dollars; in violation of section 18-4-401(1),(2)(f),(6) C.R.S. and intended to deprive **COLORADO LATHING INC** permanently of its use or benefit; in violation of section 18-4-401(1)(a),(2)(f),(6) C.R.S. or knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive **COLORADO LATHING INC** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(f),(6) C.R.S. or used, concealed, or abandoned the thing of value intending that such use, concealment, or abandonment would deprive **COLORADO LATHING INC** permanently of its use or benefit; in violation of section 18-4-401(1)(c),(2)(f),(6) C.R.S.

### COUNT THIRTY-TWO

THEFT, 18-4-401(1),(2)(g) C.R.S. (F5) <08A14>

Between and including **September 10, 2014 and October 14, 2014**, at and triable in the City and County of Denver, State of Colorado, **RODDY DEAN EDWARD REEF** unlawfully, feloniously, and knowingly, took a thing of value of another, or obtained, retained, or exercised control over a thing of value of another, without authorization, or by threat or deception, namely: **SERVICES, LABOR AND/OR MATERIALS** of **CONEJOS WELDING AND METAL CRAFT INC**, with the value of five thousand dollars or more but less than twenty thousand dollars; in violation of section 18-4-401(1),(2)(g),(6) C.R.S. and intended to deprive **CONEJOS WELDING AND METAL CRAFT INC** permanently of its use or benefit; in violation of section 18-4-401(1)(a),(2)(g),(6) C.R.S. or knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive **CONEJOS WELDING AND METAL CRAFT INC** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(g),(6) C.R.S. or used, concealed, or abandoned the thing of value intending that such use, concealment, or abandonment would deprive **CONEJOS WELDING AND METAL CRAFT INC** permanently of its use or benefit; in violation of section 18-4-401(1)(c),(2)(g),(6) C.R.S.

### COUNT THIRTY-THREE

THEFT, 18-4-401(1),(2)(d) C.R.S. (M2) <08A11>

Between and including **September 15, 2014 and October 14, 2014**, at and triable in the City and County of Denver, State of Colorado **RODDY DEAN EDWARD REEF** unlawfully, and knowingly, took a thing of value of another, or obtained, retained, or exercised control over a thing of value of another, without authorization, or by threat or deception, namely: **SERVICES, LABOR AND/OR MATERIALS** of **CALEBS MANAGEMENT ENTERPRISES**, with the value of three hundred dollars or more but less than seven hundred fifty dollars; in violation of section 18-4-401(1),(2)(d),(6) C.R.S. and intended to deprive **CALEBS MANAGEMENT ENTERPRISES** permanently of its use or benefit; in violation of section 18-4-401(1)(a),(2)(d),(6) C.R.S. or knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive **CALEBS MANAGEMENT ENTERPRISES** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(d),(6) C.R.S. or used, concealed, or abandoned the thing of value intending that such use, concealment, or abandonment would deprive **CALEBS MANAGEMENT ENTERPRISES** permanently of its use or benefit; in violation of section 18-4-401(1)(c),(2)(d),(6) C.R.S.

### COUNT THIRTY-FOUR

THEFT, 18-4-401(1),(2)(e) C.R.S. (M1) <08A12>

Between and including **September 15, 2014 and October 14, 2014**, at and triable in the City and County of Denver, State of Colorado, **RODDY DEAN EDWARD REEF** unlawfully, and knowingly, took a thing of value of another, or obtained, retained, or exercised control over a thing of value of another, without authorization, or by threat or deception, namely: **SERVICES, LABOR AND/OR MATERIALS** of **DESERT EAGLE STONE**, with the value of seven hundred fifty dollars or more but less than two thousand dollars; in violation of section 18-4-401(1),(2)(e),(6) C.R.S. and intended to deprive **DESERT EAGLE STONE** permanently of its use or benefit; in violation of section 18-4-401(1)(a),(2)(e),(6) C.R.S. or knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive **DESERT EAGLE STONE** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(e),(6) C.R.S. or used, concealed, or abandoned the thing of value intending that such use, concealment, or abandonment would deprive **DESERT EAGLE STONE** permanently of its use or benefit; in violation of section 18-4-401(1)(c),(2)(e),(6) C.R.S.

COUNT THIRTY-FIVE

THEFT, 18-4-401(1),(2)(e) C.R.S. (M1) <08A12>

Between and including **September 19, 2014 and October 14, 2014**, at and triable in the City and County of Denver, State of Colorado, **RODDY DEAN EDWARD REEF** unlawfully, and knowingly, took a thing of value of another, or obtained, retained, or exercised control over a thing of value of another, without authorization, or by threat or deception, namely: **SERVICES, LABOR AND/OR MATERIALS** of **LAR2 CONSTRUCTION LLC**, with the value of seven hundred fifty dollars or more but less than two thousand dollars; in violation of section 18-4-401(1),(2)(e),(6) C.R.S. and intended to deprive **LAR2 CONSTRUCTION LLC** permanently of its use or benefit; in violation of section 18-4-401(1)(a),(2)(e),(6) C.R.S. or knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive **LAR2 CONSTRUCTION LLC** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(e),(6) C.R.S. or used, concealed, or abandoned the thing of value intending that such use, concealment, or abandonment would deprive **LAR2 CONSTRUCTION LLC** permanently of its use or benefit; in violation of section 18-4-401(1)(c),(2)(e),(6) C.R.S.

COUNT THIRTY-SIX

THEFT, 18-4-401(1),(2)(f) C.R.S. (F6) <08A13>

Between and including **October 1, 2014 and November 30, 2014**, at and triable in the City and County of Denver, State of Colorado, **RODDY DEAN EDWARD REEF** unlawfully, feloniously, and knowingly, or took a thing of value of another, or obtained, retained, or exercised control over a thing of value of another, without authorization, or by threat or deception, namely: **SERVICES, LABOR AND/OR MATERIALS** of **BLACK HOUND DESIGN COMPANY**, with the value of two thousand dollars or more but less than five thousand dollars; in violation of section 18-4-401(1),(2)(f),(6) C.R.S. and intended to deprive **BLACK HOUND DESIGN COMPANY** permanently of its use or benefit; in violation of section 18-4-401(1)(a),(2)(f),(6) C.R.S. or knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive **BLACK HOUND DESIGN COMPANY** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(f),(6) C.R.S. or used, concealed, or abandoned the thing of value intending that such use, concealment, or abandonment would deprive **BLACK HOUND DESIGN COMPANY** permanently of its use or benefit; in violation of section 18-4-401(1)(c),(2)(f),(6) C.R.S.



### COUNT THIRTY-SEVEN

THEFT, 18-4-401(1),(2)(g) C.R.S. (F5) <08A14>

Between and including **November 1, 2014 and November 30, 2014**, at and triable in the City and County of Denver, State of Colorado, **RODDY DEAN EDWARD REEF** unlawfully, feloniously, and knowingly, took a thing of value of another, or obtained, retained, or exercised control over a thing of value of another, without authorization, or by threat or deception, namely: **SERVICES, LABOR AND/OR MATERIALS** of **SAFE SYSTEMS INC**, with the value of five thousand dollars or more but less than twenty thousand dollars; in violation of section 18-4-401(1),(2)(g),(6) C.R.S. and intended to deprive **SAFE SYSTEMS INC** permanently of its use or benefit; in violation of section 18-4-401(1)(a),(2)(g),(6) C.R.S. or knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive **SAFE SYSTEMS INC** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(g),(6) C.R.S. or used, concealed, or abandoned the thing of value intending that such use, concealment, or abandonment would deprive **SAFE SYSTEMS INC** permanently of its use or benefit; in violation of section 18-4-401(1)(c),(2)(g),(6) C.R.S.

### COUNT THIRTY-EIGHT

THEFT, 18-4-401(1),(2)(g) C.R.S. (F5) <08A14>

Between and including **January 10, 2014 and November 30, 2014**, at and triable in the City and County of Denver, State of Colorado, **RODDY DEAN EDWARD REEF** unlawfully, feloniously, and knowingly, took a thing of value of another, or obtained, retained, or exercised control over a thing of value of another, without authorization, or by threat or deception, namely: **SERVICES, LABOR AND/OR MATERIALS** of **VORTEX COLORADO INC DBA VORTEX DOORS**, with the value of five thousand dollars or more but less than twenty thousand dollars; in violation of section 18-4-401(1),(2)(g),(6) C.R.S. and intended to deprive **VORTEX COLORADO INC DBA VORTEX DOORS** permanently of its use or benefit; in violation of section 18-4-401(1)(a),(2)(g),(6) C.R.S. or knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive **VORTEX COLORADO INC DBA VORTEX DOORS** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(g),(6) C.R.S. or used, concealed, or abandoned the thing of value intending that such use, concealment, or abandonment would deprive **VORTEX COLORADO INC DBA VORTEX DOORS** permanently of its use or benefit; in violation of section 18-4-401(1)(c),(2)(g),(6) C.R.S.

## COUNT THIRTY-NINE

THEFT, 18-4-401(1),(2)(f) C.R.S. (F6) <08A13>

Between and including **December 14, 2014 and December 31, 2014**, at and triable in the City and County of Denver, State of Colorado, **RODDY DEAN EDWARD REEF** unlawfully, feloniously, and knowingly, took a thing of value of another, or obtained, retained, or exercised control over a thing of value of another, without authorization, or by threat or deception, namely: **SERVICES, LABOR AND/OR MATERIALS of FRONT RANGE TEST AND BALANCE**, with the value of two thousand dollars or more but less than five thousand dollars; in violation of section 18-4-401(1),(2)(f),(6) C.R.S. and intended to deprive **FRONT RANGE TEST AND BALANCE** permanently of its use or benefit; in violation of section 18-4-401(1)(a),(2)(f),(6) C.R.S. or knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive **FRONT RANGE TEST AND BALANCE** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(f),(6) C.R.S. or used, concealed, or abandoned the thing of value intending that such use, concealment, or abandonment would deprive **FRONT RANGE TEST AND BALANCE** permanently of its use or benefit; in violation of section 18-4-401(1)(c),(2)(f),(6) C.R.S.

The facts supporting Counts 5 through 39 are as follows:

1. All facts in support of all other counts are incorporated herein by reference.
2. In January 2014, Joseph Pitruzzelli (Pitruzzelli) and Tyler Wilson (Wilson), owners of Wurstkuche Colorado LLC dba Wurstkuche, obtained a final bid from Roddy Reef for R2 Construction to complete a construction project for Pitruzzelli and Wilson located at 2036 Broadway in the City and County of Denver, State of Colorado (the Wurstkuche project). Pitruzzelli and Wilson hired R2 Construction to complete the Wurstkuche project for approximately \$1,215,332.10.
3. Between and including January 10, 2014 and October 6, 2014, Joseph Pitruzzelli and Tyler Wilson paid Roddy Reef a total of approximately \$1,533,811.40 in payment of R2 Construction's contract, and for the authorized purpose of paying subcontractors, laborers, and material suppliers for work performed on the Wurstkuche project.
4. During that time, Roddy Reef exercised control over Pitruzzelli's and Wilson's trust funds, and without authority, expended Pitruzzelli's and Wilson's trust funds for his own personal benefit, the benefit of Holly Reef, and/or for purposes unrelated to the Wurstkuche project.
5. By approximately October 14, 2014, all of the Wurstkuche project's trust funds paid to Roddy Reef, as well as all of Roddy Reef's other project owners' and operators' project funds received between and including January 10, 2014 and October 14, 2014, were exhausted. As a result, Pitruzzelli and Wilson did not receive the benefit of approximately \$357,938.05 paid in full to Roddy Reef for payment to subcontractors, laborers, and/or material suppliers on the Wurstkuche project.

6. Between and including January 10, 2014 and October 14, 2014, the below listed subcontractors provided services, labor, and/or building materials on the Wurstkuche project and requested full payment from Roddy Reef on the balance of their contract with R2 Construction. Roddy Reef took the services, labor, and/or building materials from the subcontractors with the intent of permanently depriving them of their value by using the Wurstkuche project funds for his own benefit instead of using those funds to pay the subcontractors for their work.

7. As of October 14, 2014, Roddy Reef had failed to pay, in part or in full, the below subcontractors from the Wurstkuche project's trust funds a total of approximately \$469,357.22 for their services, labor, and/or building materials provided during the construction of the Wurstkuche project.

Subcontractors	Invoice / Contract Date Range	Contract Amount	Amount Reef Paid During Project	Amount Owed to Subcontractors at Termination
Gaetano Marino	on and off for 6 months during project	\$6,875.00	\$3,600.00	\$3,275.00
Dana Kepner Company Inc	Supplies for Forbes work completed between 01/22/2014 and September 29/2014	\$5,751.66	\$0.00	\$5,751.66
Forbes Excavating and Trucking dba Movin Dirt Inc	01/22/2014 - 09/29/2014	\$143,999.75	\$118,484.75	\$19,763.34
Baerren Concrete Construction Company	02/25/2014 - 03/25/2014	\$34,116.00	\$30,704.90	\$3,411.10
Speicher Inc	03/30/2014 - 08/26/2014	\$60,979.52	\$44,801.73	\$16,177.79
ERS Concrete	05/05/2014	\$8,410.00	\$7,569.00	\$841.00
Kumar and Associates Inc	05/16/2014 - 06/06/2014	\$341.00	\$0.00	\$341.00
Midnight Metals	05/16/2014 - 11/11/2014	\$146,350.00	\$134,635.00	\$11,715.00
Wolf Concrete Construction LLC	05/19/2014 - 09/28/2014	\$118,635.50	\$60,826.00	\$57,809.50
City Wide Welding Inc	05/19/2014 - 11/04/2014	\$24,591.00	\$15,885.00	\$8,706.00
Frontier Fire Protection LLC	05/20/2014 - 10/24/2014	\$55,533.00	\$15,345.74	\$40,187.26
Roberts Electrical Contracting	06/04/2014 - 02/23/2015	\$113,362.57	\$64,341.03	\$49,021.54
AIA Industries Inc	06/16/2014 - 09/09/2014	\$9,353.33	\$4,226.67	\$5,126.66
Freddys Painting and Drywall	06/21/2014 - 07/25/2014	\$30,065.00	\$12,665.00	\$17,400.00
Lightning Mobile Inc.	06/25/2014, 09/03/2014	\$15,200.00	\$0.00	\$15,200.00
Canyon Plumbing Inc	06/26/2014 - 10/24/2014	\$108,420.76	\$65,502.00	\$42,918.76
American Rooftop Inc	06/27/2014 - November 2014	\$37,275.00	\$23,000.00	\$14,275.00
Denver Welding and Research LLC	07/01/2014 - 10/16/2014	\$104,350.00	\$85,025.00	\$19,325.00
Colorado Custom Stainless Inc	07/11/2014 - 10/08/2014	\$14,262.39	\$6,000.00	\$8,262.39

Subcontractors	Invoice / Contract Date Range	Contract Amount	Amount Reef Paid During Project	Amount Owed to Subcontractors at Termination
All West Surface Prep	07/13/2014 - 11/01/2014	\$17,670.20	\$0.00	\$17,670.20
Safety Systems	07/22/2014 - 07/24/2014	\$4,178.64	\$2,089.32	\$2,089.32
A&D HVACR	08/01/2014 - 10/06/2014	\$12,000.00	\$5,000.00	\$7,000.00
ANC Glass Service Inc	08/05/2014 - 10/27/2014	\$37,761.00	\$0.00	\$37,761.00
Electro Painting and Refurbishing Inc.	08/23/2014 - 09/28/2014	\$10,714.00	\$0.00	\$10,714.00
Valiant Store Fixtures	08/24/2014	\$40,004.00	\$27,656.50	\$12,347.50
Colorado Lathing Inc	08/25/2014	\$3,711.00	\$0.00	\$3,711.00
Conejos Welding and Metal Craft Inc	09/10/2014 - 10/01/2014	\$13,922.00	\$0.00	\$13,922.00
Calebs Management Enterprises	09/15/2014	\$447.26	\$0.00	\$447.26
Desert Eagle Stone	09/15/2014 - 11/11/2014	\$3,553.20	\$2,664.60	\$888.60
Lar2 Construction LLC	09/19/2014 - 10/09/2014	\$2,450.00	\$490.00	\$1,960.00
Black Hound Design Company	late Oct / early Nov 2014	\$3,511.90	\$0.00	\$3,511.90
Safe Systems Inc	work was done the week prior to R2s termination on 11/11/2014	\$7,785.75	\$0.00	\$7,785.75
Vortex Colorado Inc dba Vortex Doors	11/04/2014	\$7,540.69	\$0.00	\$7,540.69
Front Range Test and Balance	12/14/2014	\$2,500.00	\$0.00	\$2,500.00
Total Amount Owed to Subcontractors				\$469,357.22

8. Pitruzzelli and Wilson subsequently used the Wurstkuche project's retention funds of approximately \$138,042.72 to pay some of these subcontractors, leaving the above subcontractors unpaid a total of approximately \$357,938.05.

9. As a result, the above listed subcontractor(s) were owed approximately \$357,938.05 for services, labor, and/or building materials provided during the construction of the Wurstkuche project.

### COUNT FORTY

THEFT, 18-4-401(1),(2)(g) C.R.S. (F5) <08A14>

Between and including **September 11, 2014 and September 23, 2014**, at and triable in the City and County of Denver, State of Colorado, **RODDY DEAN EDWARD REEF** unlawfully, feloniously, and knowingly, took a thing of value of another, or obtained, retained, or exercised control over a thing of value of another, without authorization, or by threat or deception, namely: **MONEY**, of **MAC MCCRELESS AND GARRISON MINERALS LLC**, with the value of five thousand dollars or more but less than twenty thousand dollars; in violation of section 18-4-401(1),(2)(g),(6) C.R.S. and intended to deprive **MAC MCCRELESS AND GARRISON MINERALS LLC** permanently of its use or benefit; in violation of section 18-4-401(1)(a),(2)(g),(6) C.R.S. or knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive **MAC MCCRELESS AND GARRISON MINERALS LLC** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(g),(6) C.R.S. or used, concealed, or abandoned the thing of value intending that such use, concealment, or abandonment would deprive **MAC MCCRELESS AND GARRISON MINERALS LLC** permanently of its use or benefit; in violation of section 18-4-401(1)(c),(2)(g),(6) C.R.S.

### COUNT FORTY-ONE

THEFT, 18-4-401(1),(2)(g) C.R.S. (F5) <08A14>

Between and including **June 25, 2014 and September 23, 2014**, at and triable in the City and County of Denver, State of Colorado, **RODDY DEAN EDWARD REEF** unlawfully, feloniously, and knowingly, took a thing of value of another, or obtained, retained, or exercised control over a thing of value of another, without authorization, or by threat or deception, namely: **SERVICES, LABOR AND/OR MATERIALS** of **LIGHTNING MOBILE INC**, with the value of five thousand dollars or more but less than twenty thousand dollars; in violation of section 18-4-401(1),(2)(g),(6) C.R.S. and intended to deprive **LIGHTNING MOBILE INC** permanently of its use or benefit; in violation of section 18-4-401(1)(a),(2)(g),(6) C.R.S. or knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive **LIGHTNING MOBILE INC** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(g),(6) C.R.S. or used, concealed, or abandoned the thing of value intending that such use, concealment, or abandonment would deprive **LIGHTNING MOBILE INC** permanently of its use or benefit; in violation of section 18-4-401(1)(c),(2)(g),(6) C.R.S.

The facts supporting Counts 40 and 41 are as follows:

1. All facts in support of all other counts are incorporated herein by reference.
2. In June 2014, Mac McCreless (McCreless), owner of Garrison Minerals LLC, hired Roddy Reef with R2 Construction to complete a construction project for McCreless located at 2054 Broadway in the City and County of Denver, State of Colorado.
3. In January 2014, R2 Construction had contracted with Joseph Pitruzzelli and Tyler Wilson to, in part, clean the outside brick of 2036 Broadway (the Wurstkuche project), located

next door to McCreless' building. Roddy Reef had subcontracted with Lightning Mobile Inc (Lightning Mobile) to complete the service.

4. Roddy Reef and McCreless subsequently agreed that Roddy Reef would hire Lightning Mobile to clean the outside brick of McCreless' building at the same time, for an additional \$5,000.00 to be paid by McCreless dba Garrison Minerals LLC.
5. On or about June 25, 2014, Lightning Mobile completed the outside brick cleaning at both 2054 and 2036 Broadway. On or about September 11, 2014, McCreless paid Roddy Reef \$5,000.00 in full for the authorized purpose of paying Lightning Mobile for the outside brick cleaning of 2054 Broadway.
6. By approximately September 23, 2014, all of McCreless' funds, as well as all of Roddy Reef's other project owners' and operators' project funds received between and including September 11, 2014 and September 23, 2014, were exhausted. During that time, Roddy Reef exercised control over McCreless' funds, and without authority, expended McCreless' funds for his own personal benefit, the benefit of Holly Reef, and/or for purposes unrelated to McCreless' project.
7. As a result, McCreless did not receive the benefit of approximately \$5,000.00 paid in full to Roddy Reef for payment to subcontractors, laborers, and/or material suppliers on the outside brick cleaning of 2054 Broadway.
8. Between and including June 25, 2014 and September 23, 2014, Lightning Mobile provided services, labor, and/or building materials on McCreless' project and requested full payment from Roddy Reef on the balance of their contract with R2 Construction. Roddy Reef took the services, labor, and/or building materials from Lightning Mobile with the intent of permanently depriving it of their value by using McCreless' project funds for his own benefit instead of using those funds to pay Lightning Mobile for their work.
9. As a result, Lightning Mobile was owed \$5,000.00 for services, labor, and/or building materials provided on McCreless' project.

### COUNT FORTY-TWO

THEFT, 18-4-401(1),(2)(g) C.R.S. (F5) <08A14>

Between and including **April 9, 2014 and February 2, 2015**, at and triable in the City and County of Denver, State of Colorado, **RODDY DEAN EDWARD REEF** unlawfully, feloniously, and knowingly, took a thing of value of another, or obtained, retained, or exercised control over a thing of value of another, without authorization, or by threat or deception, namely: **MONEY**, of **WHIRL COLORADO LLC DBA JAMBA JUICE**, with the value of five thousand dollars or more but less than twenty thousand dollars; in violation of section 18-4-401(1),(2)(g),(6) C.R.S. and intended to deprive **WHIRL COLORADO LLC DBA JAMBA JUICE** permanently of its use or benefit; in violation of section 18-4-401(1)(a),(2)(g),(6) C.R.S. or knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive **WHIRL COLORADO LLC DBA JAMBA JUICE** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(g),(6) C.R.S. or used, concealed, or abandoned the thing of value intending that such use, concealment, or abandonment would deprive **WHIRL COLORADO LLC DBA JAMBA JUICE** permanently of its use or benefit; in violation of section 18-4-401(1)(c),(2)(g),(6) C.R.S.

### COUNT FORTY-THREE

FORGERY, 18-5-102(1)(c) C.R.S. (F5) <1001C>

On or about **January 19, 2015**, at and triable in the City and County of Denver, State of Colorado, **RODDY DEAN EDWARD REEF** with the intent to defraud **WHIRL COLORADO LLC DBA JAMBA JUICE** unlawfully, feloniously, and falsely made, completed, altered, or uttered a written instrument which was or which purported to be, or which was calculated to become or to represent if completed, a deed, will, codicil, contract, assignment, commercial instrument, promissory note, check, or other instrument which does or may evidence, create, transfer, terminate, or otherwise affect a legal right, interest, obligation, or status, namely, **UNCONDITIONAL FINAL MECHANICS LIEN WAIVER** in violation of Section 18-5-102(1)(c).

#### COUNT FORTY-FOUR

THEFT, 18-4-401(1),(2)(g) C.R.S. (F5) <08A14>

Between and including **April 28, 2014 and February 2, 2015**, at and triable in the City and County of Denver, State of Colorado, **RODDY DEAN EDWARD REEF** unlawfully, feloniously, and knowingly, took a thing of value of another, or obtained, retained, or exercised control over a thing of value of another, without authorization, or by threat or deception, namely: **SERVICES, LABOR AND/OR MATERIALS** of **CANYON PLUMBING INC**, with the value of five thousand dollars or more but less than twenty thousand dollars; in violation of section 18-4-401(1),(2)(g),(6) C.R.S. and intended to deprive **CANYON PLUMBING INC** permanently of its use or benefit; in violation of section 18-4-401(1)(a),(2)(g),(6) C.R.S. or knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive **CANYON PLUMBING INC** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(g),(6) C.R.S. or used, concealed, or abandoned the thing of value intending that such use, concealment, or abandonment would deprive **CANYON PLUMBING INC** permanently of its use or benefit; in violation of section 18-4-401(1)(c),(2)(g),(6) C.R.S.

#### COUNT FORTY-FIVE

THEFT, 18-4-401(1),(2)(f) C.R.S. (F6) <08A13>

Between and including **May 20, 2014 and February 2, 2015**, at and triable in the City and County of Denver, State of Colorado, **RODDY DEAN EDWARD REEF** unlawfully, feloniously, and knowingly, or took a thing of value of another, or obtained, retained, or exercised control over a thing of value of another, without authorization, or by threat or deception, namely: **SERVICES, LABOR AND/OR MATERIALS** of **FRONTIER FIRE PROTECTION LLC**, with the value of two thousand dollars or more but less than five thousand dollars; in violation of section 18-4-401(1),(2)(f),(6) C.R.S. and intended to deprive **FRONTIER FIRE PROTECTION LLC** permanently of its use or benefit; in violation of section 18-4-401(1)(a),(2)(f),(6) C.R.S. or knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive **FRONTIER FIRE PROTECTION LLC** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(f),(6) C.R.S. or used, concealed, or abandoned the thing of value intending that such use, concealment, or abandonment would deprive **FRONTIER FIRE PROTECTION LLC** permanently of its use or benefit; in violation of section 18-4-401(1)(c),(2)(f),(6) C.R.S.

The facts supporting Counts 42 through 45 are as follows:

1. All facts in support of all other counts are incorporated herein by reference.
2. In April 2014, Whirl Colorado LLC dba Jamba Juice (Whirl Colorado) hired Roddy Reef with R2 Construction to complete a construction project for Whirl Colorado located at 100 East 120<sup>th</sup> Avenue, Unit C, in the City of Northglenn, State of Colorado (Whirl Colorado's project). Whirl Colorado hired R2 Construction to complete Whirl Colorado's project for approximately \$135,297.00.



3. Between and including April 9, 2014 and January 20, 2015, Whirl Colorado paid Roddy Reef a total of approximately \$157,538.25 in full payment of R2 Construction's contract, and for the authorized purpose of paying subcontractors, laborers, and material suppliers for work performed on Whirl Colorado's project.

4. During that time, Roddy Reef exercised control over Whirl Colorado's trust funds, and without authority, expended a portion of Whirl Colorado's trust funds for his own personal benefit, the benefit of Holly Reef, and/or for purposes unrelated to Whirl Colorado's project.

5. By approximately February 2, 2015, all of Whirl Colorado's project funds, as well as all of Roddy Reef's other project owners' and operators' project funds received between and including April 9, 2014 and February 2, 2015, were exhausted. As a result, Whirl Colorado did not receive the benefit of approximately \$9,321.00 paid in full to Roddy Reef for payment to subcontractors, laborers, and/or material suppliers on Whirl Colorado's project.

6. On or about January 19, 2015, Roddy Reef, on behalf of R2 Construction, completed an "Unconditional Final Mechanic's Lien Waiver," which falsely represented to Whirl Colorado that Roddy Reef had paid all subcontractors, day laborers and material suppliers in full on Whirl Colorado's project. Roddy Reef subsequently gave Whirl Colorado's representatives this Unconditional Final Mechanic's Lien Waiver, falsely representing to Whirl Colorado that Roddy Reef had paid all subcontractors in full on Whirl Colorado's project, and Whirl Colorado's project was clear of debt.

7. Between and including April 28, 2014 and February 2, 2015, the below listed subcontractors provided services, labor, and/or building materials on Whirl Colorado's project and requested full payment from Roddy Reef on the balance of their contract with R2 Construction. Roddy Reef took the services, labor, and/or building materials from the subcontractors with the intent of permanently depriving them of their value by using Whirl Colorado's project funds for his own benefit instead of using those funds to pay the subcontractors for their work.

8. As of February 2, 2015, Roddy Reef had failed to pay, in part or in full, the below subcontractors from Whirl Colorado's project's trust funds a total of approximately \$9,321.00 for their services, labor, and/or building materials provided during the construction of Whirl Colorado's project:

Subcontractor	Invoice / Contract Date Range	Total Contract Amount	Amount R2 Paid During Project	Total Owed to Subcontractors at Project's End
Canyon Plumbing Inc	04/28/2014 - 06/06/2014	\$23,800.00	\$17,400.00	\$6,400.00
Frontier Fire Protection LLC	05/20/2014 - 07/16/2014	\$2,921.00	\$0.00	\$2,921.00
			TOTAL	\$9,321.00

9. As a result, the above listed subcontractor(s) were owed approximately \$9,321.00 for services, labor, and/or building materials provided during the construction of Whirl Colorado's project.

**COUNT FORTY-SIX**

THEFT, 18-4-401(1),(2)(g) C.R.S. (F5) <08A14>

Between and including **July 21, 2014 and December 4, 2014**, at and triable in the City and County of Denver, State of Colorado, **RODDY DEAN EDWARD REEF** unlawfully, feloniously, and knowingly, took a thing of value of another, or obtained, retained, or exercised control over a thing of value of another, without authorization, or by threat or deception, namely: **MONEY**, of **LISA SANCHEZ AND SOFT TAIL INN LLC DBA THE BERKLEY INN**, with the value of five thousand dollars or more but less than twenty thousand dollars; in violation of section 18-4-401(1),(2)(g),(6) C.R.S. and intended to deprive **LISA SANCHEZ AND SOFT TAIL INN LLC DBA THE BERKLEY INN** permanently of its use or benefit; in violation of section 18-4-401(1)(a),(2)(g),(6) C.R.S. or knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive **LISA SANCHEZ AND SOFT TAIL INN LLC DBA THE BERKLEY INN** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(g),(6) C.R.S. or used, concealed, or abandoned the thing of value intending that such use, concealment, or abandonment would deprive **LISA SANCHEZ AND SOFT TAIL INN LLC DBA THE BERKLEY INN** permanently of its use or benefit; in violation of section 18-4-401(1)(c),(2)(g),(6) C.R.S.

**COUNT FORTY-SEVEN**

THEFT, 18-4-401(1),(2)(f) C.R.S. (F6) <08A13>

Between and including **October 3, 2014 and December 4, 2014**, at and triable in the City and County of Denver, State of Colorado, **RODDY DEAN EDWARD REEF** unlawfully, feloniously, and knowingly, took a thing of value of another, or obtained, retained, or exercised control over a thing of value of another, without authorization, or by threat or deception, namely: **SERVICES, LABOR AND/OR MATERIALS** of **VORTEX COLORADO INC DBA VORTEX DOORS**, with the value of two thousand dollars or more but less than five thousand dollars; in violation of section 18-4-401(1),(2)(f),(6) C.R.S. and intended to deprive **VORTEX COLORADO INC DBA VORTEX DOORS** permanently of its use or benefit; in violation of section 18-4-401(1)(a),(2)(f),(6) C.R.S. or knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive **VORTEX COLORADO INC DBA VORTEX DOORS** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(f),(6) C.R.S. or used, concealed, or abandoned the thing of value intending that such use, concealment, or abandonment would deprive **VORTEX COLORADO INC DBA VORTEX DOORS** permanently of its use or benefit; in violation of section 18-4-401(1)(c),(2)(f),(6) C.R.S.

### COUNT FORTY-EIGHT

THEFT, 18-4-401(1),(2)(e) C.R.S. (M1) <08A12>

Between and including **October 7, 2014 and December 4, 2014**, at and triable in the City and County of Denver, State of Colorado, **RODDY DEAN EDWARD REEF** unlawfully, and knowingly, took a thing of value of another, or obtained, retained, or exercised control over a thing of value of another, without authorization, or by threat or deception, namely: **SERVICES, LABOR AND/OR MATERIALS** of **ANC GLASS SERVICE INC**, with the value of seven hundred fifty dollars or more but less than two thousand dollars; in violation of section 18-4-401(1),(2)(e),(6) C.R.S. and intended to deprive **ANC GLASS SERVICE INC** permanently of its use or benefit; in violation of section 18-4-401(1)(a),(2)(e),(6) C.R.S. or knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive **ANC GLASS SERVICE INC** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(e),(6) C.R.S. or used, concealed, or abandoned the thing of value intending that such use, concealment, or abandonment would deprive **ANC GLASS SERVICE INC** permanently of its use or benefit; in violation of section 18-4-401(1)(c),(2)(e),(6) C.R.S.

### COUNT FORTY-NINE

THEFT, 18-4-401(1),(2)(e) C.R.S. (M1) <08A12>

Between and including **October 27, 2014 and December 4, 2014**, at and triable in the City and County of Denver, State of Colorado, **RODDY DEAN EDWARD REEF** unlawfully, and knowingly, took a thing of value of another, or obtained, retained, or exercised control over a thing of value of another, without authorization, or by threat or deception, namely: **SERVICES, LABOR AND/OR MATERIALS** of **BENEFIEL ELECTRIC INC**, with the value of seven hundred fifty dollars or more but less than two thousand dollars; in violation of section 18-4-401(1),(2)(e),(6) C.R.S. and intended to deprive **BENEFIEL ELECTRIC INC** permanently of its use or benefit; in violation of section 18-4-401(1)(a),(2)(e),(6) C.R.S. or knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive **BENEFIEL ELECTRIC INC** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(e),(6) C.R.S. or used, concealed, or abandoned the thing of value intending that such use, concealment, or abandonment would deprive **BENEFIEL ELECTRIC INC** permanently of its use or benefit; in violation of section 18-4-401(1)(c),(2)(e),(6) C.R.S.

The facts supporting Counts 46 through 49 are as follows:

1. All facts in support of all other counts are incorporated herein by reference.
2. In July 2014, Lisa Sanchez (Sanchez), owner of Softtail Inn LLC dba the Berkley Inn, obtained a bid from Roddy Reef for R2 Construction to complete a construction project for Sanchez located at 3834 Tennyson Street in the City and County of Denver, State of Colorado (the Berkley Inn project). Sanchez hired R2 Construction to complete the Berkley Inn project for approximately \$16,608.00.
3. Between and including July 21, 2014 and November 21, 2014, Sanchez paid Roddy Reef

a total of approximately \$17,604.00 on payment of R2 Construction's contract, and for the authorized purpose of paying subcontractors, laborers, and material suppliers for work performed on the Berkley Inn project.

4. During that time, Roddy Reef exercised control over Sanchez's trust funds, and without authority, expended Sanchez's trust funds for his own personal benefit, the benefit of Holly Reef, and/or for purposes unrelated to the Berkley Inn project.

5. By approximately December 1, 2014, all of the Berkley Inn project funds, as well as all of Roddy Reef's other project owners' and operators' project funds received between and including July 21, 2014 and December 1, 2014, were exhausted. As a result, Sanchez did not receive the benefit of approximately \$8,075.84 paid in full to Roddy Reef for payment to subcontractors, laborers, and/or material suppliers on the Berkley Inn project.

6. Between and including October 3, 2014 and December 1, 2014, the below listed subcontractors provided services, labor, and/or building materials on the Berkley Inn project, and requested full payment from Roddy Reef on the balance of their contract with R2 Construction. Roddy Reef took the services, labor, and/or building materials from the subcontractors with the intent of permanently depriving them of their value by using the Berkley Inn project's trust funds for his own benefit instead of using those funds to pay the subcontractors for their work.

7. On or about December 4, 2014, Sanchez was notified by a subcontractor, City Wide Welding Inc, hired by Roddy Reef to provide services on the Berkley Inn project that Roddy Reef had failed to pay City Wide Welding Inc for their services or materials, owing at least \$2,000.00 to City Wide Welding Inc. At that time, Sanchez owed Roddy Reef a final payment of approximately \$2,000.00 on R2 Construction's contract with the Berkley Inn. On December 4, 2014, Sanchez paid this \$2,000.00 to City Wide Welding Inc as full payment for their services and materials performed at the Berkley Inn project, and as full payment on R2 Construction's contract with the Berkley Inn.

8. As of December 1, 2014, Roddy Reef had failed to pay, in part or in full, the below subcontractors from the Berkley Inn project's trust funds a total of approximately \$8,075.84 for their services, labor, and/or building materials provided during the construction of the Berkley Inn project:

Subcontractor	Invoice / Contract Date Range	Total Contract Amount	Amount R2 Paid During Project	Total Owed to Subcontractors at Project's End
Vortex Colorado Inc dba Vortex Doors	10/03/2014	\$4,947.84	\$0.00	\$4,947.84
ANC Glass Service Inc	10/07/2014	\$1,928.00	\$0.00	\$1,928.00
Benefiel Electric	10/27/2014	\$1,200.00	\$0.00	\$1,200.00
			TOTAL	\$8,075.84

9. As a result, the above listed subcontractor(s) were owed approximately \$8,075.84 for services, labor, and/or building materials provided during the construction of the Berkley Inn project.

COUNT FIFTY

THEFT, 18-4-401(1),(2)(g) C.R.S. (F5) <08A14>

Between and including **August 22, 2014 and January 8, 2015**, at and triable in the City and County of Denver, State of Colorado, **RODDY DEAN EDWARD REEF** unlawfully, feloniously, and knowingly, took a thing of value of another, or obtained, retained, or exercised control over a thing of value of another, without authorization, or by threat or deception, namely: **MONEY**, of **CENTURA HEALTH AT AVISTA ADVENTIST HOSPITAL**, with the value of five thousand dollars or more but less than twenty thousand dollars; in violation of section 18-4-401(1),(2)(g),(6) C.R.S. and intended to deprive **CENTURA HEALTH AT AVISTA ADVENTIST HOSPITAL** permanently of its use or benefit; in violation of section 18-4-401(1)(a),(2)(g),(6) C.R.S. or knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive **CENTURA HEALTH AT AVISTA ADVENTIST HOSPITAL** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(g),(6) C.R.S. or used, concealed, or abandoned the thing of value intending that such use, concealment, or abandonment would deprive **CENTURA HEALTH AT AVISTA ADVENTIST HOSPITAL** permanently of its use or benefit; in violation of section 18-4-401(1)(c),(2)(g),(6) C.R.S.

COUNT FIFTY-ONE

THEFT, 18-4-401(1),(2)(g) C.R.S. (F5) <08A14>

Between and including **October 24, 2014 and January 8, 2015**, at and triable in the City and County of Denver, State of Colorado, **RODDY DEAN EDWARD REEF** unlawfully, feloniously, and knowingly, took a thing of value of another, or obtained, retained, or exercised control over a thing of value of another, without authorization, or by threat or deception, namely: **SERVICES, LABOR AND/OR MATERIALS** of **BROOMFIELD SHEET METAL AKA BSM INC**, with the value of five thousand dollars or more but less than twenty thousand dollars; in violation of section 18-4-401(1),(2)(g),(6) C.R.S. and intended to deprive **BROOMFIELD SHEET METAL AKA BSM INC** permanently of its use or benefit; in violation of section 18-4-401(1)(a),(2)(g),(6) C.R.S. or knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive **BROOMFIELD SHEET METAL AKA BSM INC** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(g),(6) C.R.S. or used, concealed, or abandoned the thing of value intending that such use, concealment, or abandonment would deprive **BROOMFIELD SHEET METAL AKA BSM INC** permanently of its use or benefit; in violation of section 18-4-401(1)(c),(2)(g),(6) C.R.S.

## COUNT FIFTY-TWO

THEFT, 18-4-401(1),(2)(d) C.R.S. (M2) <08A11>

Between and including **November 13, 2014 and January 8, 2015**, at and triable in the City and County of Denver, State of Colorado **RODDY DEAN EDWARD REEF** unlawfully, and knowingly, took a thing of value of another, or obtained, retained, or exercised control over a thing of value of another, without authorization, or by threat or deception, namely: **SERVICES, LABOR AND/OR MATERIALS** of **BENEFIEL ELECTRIC INC**, with the value of three hundred dollars or more but less than seven hundred fifty dollars; in violation of section 18-4-401(1),(2)(d),(6) C.R.S. and intended to deprive **BENEFIEL ELECTRIC INC** permanently of its use or benefit; in violation of section 18-4-401(1)(a),(2)(d),(6) C.R.S. or knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive **BENEFIEL ELECTRIC INC** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(d),(6) C.R.S. or used, concealed, or abandoned the thing of value intending that such use, concealment, or abandonment would deprive **BENEFIEL ELECTRIC INC** permanently of its use or benefit; in violation of section 18-4-401(1)(c),(2)(d),(6) C.R.S.

## COUNT FIFTY-THREE

THEFT, 18-4-401(1),(2)(g) C.R.S. (F5) <08A14>

Between and including **November 21, 2014 and January 8, 2015**, at and triable in the City and County of Denver, State of Colorado, **RODDY DEAN EDWARD REEF** unlawfully, feloniously, and knowingly, took a thing of value of another, or obtained, retained, or exercised control over a thing of value of another, without authorization, or by threat or deception, namely: **SERVICES, LABOR AND/OR MATERIALS** of **VORTEX COLORADO INC DBA VORTEX DOORS**, with the value of five thousand dollars or more but less than twenty thousand dollars; in violation of section 18-4-401(1),(2)(g),(6) C.R.S. and intended to deprive **VORTEX COLORADO INC DBA VORTEX DOORS** permanently of its use or benefit; in violation of section 18-4-401(1)(a),(2)(g),(6) C.R.S. or knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive **VORTEX COLORADO INC DBA VORTEX DOORS** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(g),(6) C.R.S. or used, concealed, or abandoned the thing of value intending that such use, concealment, or abandonment would deprive **VORTEX COLORADO INC DBA VORTEX DOORS** permanently of its use or benefit; in violation of section 18-4-401(1)(c),(2)(g),(6) C.R.S.

The facts supporting Counts 50 through 53 are as follows:

1. All facts in support of all other counts are incorporated herein by reference.
2. In August 2014, Centura Health at Avista Adventist Hospital (Centura Health) obtained a bid from Roddy Reef for R2 Construction to complete a construction project for Centura Health located at 100 Health Park Drive in the City of Louisville, State of Colorado (Centura Health's project). Centura Health hired R2 Construction to complete Centura Health's project for approximately \$40,171.00.

3. Between and including August 22, 2014 and December 19, 2014, Centura Health paid Roddy Reef a total of approximately \$43,041.00 in full payment of R2 Construction's contract, and for the authorized purpose of paying subcontractors, laborers, and material suppliers for work performed on Centura Health's project.

4. During that time, Roddy Reef exercised control over Centura Health's trust funds, and without authority, expended Centura Health's trust funds for his own personal benefit, the benefit of Holly Reef, and/or for purposes unrelated to Centura Health's project.

5. By approximately January 8, 2015, all of Centura Health's project funds, as well as all of Roddy Reef's other project owners' and operators' project funds received between and including August 22, 2014 and January 8, 2015, were exhausted. As a result, Centura Health did not receive the benefit of approximately \$18,830.40 paid in full to Roddy Reef for payment to subcontractors, laborers, and/or material suppliers on Centura Health's project.

6. Between and including October 24, 2014 and January 8, 2015, the below listed subcontractors provided services, labor, and/or building materials on Centura Health's project, and requested full payment from Roddy Reef on the balance of their contract with R2 Construction. Roddy Reef took the services, labor, and/or building materials from the subcontractors with the intent of permanently depriving them of their value by using Centura Health's project funds for his own benefit instead of using those funds to pay the subcontractors for their work.

7. As of January 8, 2015, Roddy Reef had failed to pay the below subcontractors from Centura Health's project's trust funds a total of approximately \$18,830.40 for their services, labor, and/or building materials provided during the construction of Centura Health's project:

Subcontractor	Invoice / Contract Date Range	Total Contract Amount	Amount R2 Paid During Project	Total Owed to Subcontractors at Project's End
Broomfield Sheet Metal aka BSM Inc.	10/24/2014 - 12/12/2014	\$12,208.00	\$0.00	\$12,208.00
Benefiel Electric	11/13/2014	\$564.94	\$0.00	\$564.94
Vortex Colorado Inc dba Vortex Doors	11/21/2014	\$6,057.46	\$0.00	\$6,057.46
			<b>TOTAL</b>	<b>\$18,830.40</b>

8. As a result, the above listed subcontractor(s) were owed approximately \$18,830.40 for services, labor, and/or building materials provided during the construction of Centura Health's project.



**COUNT FIFTY-FOUR**

THEFT, 18-4-401(1),(2)(g) C.R.S. (F5) <08A14>

Between and including **September 15, 2014 and January 8, 2015**, at and triable in the City and County of Denver, State of Colorado, **RODDY DEAN EDWARD REEF** unlawfully, feloniously, and knowingly, took a thing of value of another, or obtained, retained, or exercised control over a thing of value of another, without authorization, or by threat or deception, namely: **MONEY**, of **ROBERT SANSONE AND FINS AND NOODLES LLC DBA FINS AND NOODLES**, with the value of five thousand dollars or more but less than twenty thousand dollars; in violation of section 18-4-401(1),(2)(g),(6) C.R.S. and intended to deprive **ROBERT SANSONE AND FINS AND NOODLES LLC DBA FINS AND NOODLES** permanently of its use or benefit; in violation of section 18-4-401(1)(a),(2)(g),(6) C.R.S. or knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive **ROBERT SANSONE AND FINS AND NOODLES LLC DBA FINS AND NOODLES** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(g),(6) C.R.S. or used, concealed, or abandoned the thing of value intending that such use, concealment, or abandonment would deprive **ROBERT SANSONE AND FINS AND NOODLES LLC DBA FINS AND NOODLES** permanently of its use or benefit; in violation of section 18-4-401(1)(c),(2)(g),(6) C.R.S.

**COUNT FIFTY-FIVE**

FORGERY, 18-5-102(1)(c) C.R.S. (F5) <1001C>

On or about **December 16, 2014**, at and triable in the City and County of Denver, State of Colorado, **RODDY DEAN EDWARD REEF** with the intent to defraud **ROBERT SANSONE AND FINS AND NOODLES LLC DBA FINS AND NOODLES** unlawfully, feloniously, and falsely made, completed, altered, or uttered a written instrument which was or which purported to be, or which was calculated to become or to represent if completed, a deed, will, codicil, contract, assignment, commercial instrument, promissory note, check, or other instrument which does or may evidence, create, transfer, terminate, or otherwise affect a legal right, interest, obligation, or status, namely, **UNCONDITIONAL FULL AND FINAL MECHANICS LIEN WAIVER** in violation of Section 18-5-102(1)(c).

### COUNT FIFTY-SIX

THEFT, 18-4-401(1),(2)(g) C.R.S. (F5) <08A14>

Between and including **August 26, 2014 and January 8, 2015**, at and triable in the City and County of Denver, State of Colorado, **RODDY DEAN EDWARD REEF** unlawfully, feloniously, and knowingly, took a thing of value of another, or obtained, retained, or exercised control over a thing of value of another, without authorization, or by threat or deception, namely: **SERVICES, LABOR AND/OR MATERIALS** of **CANYON PLUMBING INC**, with the value of five thousand dollars or more but less than twenty thousand dollars; in violation of section 18-4-401(1),(2)(g),(6) C.R.S. and intended to deprive **CANYON PLUMBING INC** permanently of its use or benefit; in violation of section 18-4-401(1)(a),(2)(g),(6) C.R.S. or knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive **CANYON PLUMBING INC** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(g),(6) C.R.S. or used, concealed, or abandoned the thing of value intending that such use, concealment, or abandonment would deprive **CANYON PLUMBING INC** permanently of its use or benefit; in violation of section 18-4-401(1)(c),(2)(g),(6) C.R.S.

### COUNT FIFTY-SEVEN

THEFT, 18-4-401(1),(2)(g) C.R.S. (F5) <08A14>

Between and including **September 16, 2014 and January 8, 2015**, at and triable in the City and County of Denver, State of Colorado, **RODDY DEAN EDWARD REEF** unlawfully, feloniously, and knowingly, took a thing of value of another, or obtained, retained, or exercised control over a thing of value of another, without authorization, or by threat or deception, namely: **SERVICES, LABOR AND/OR MATERIALS** of **BENEFIEL ELECTRIC INC**, with the value of five thousand dollars or more but less than twenty thousand dollars; in violation of section 18-4-401(1),(2)(g),(6) C.R.S. and intended to deprive **BENEFIEL ELECTRIC INC** permanently of its use or benefit; in violation of section 18-4-401(1)(a),(2)(g),(6) C.R.S. or knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive **BENEFIEL ELECTRIC INC** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(g),(6) C.R.S. or used, concealed, or abandoned the thing of value intending that such use, concealment, or abandonment would deprive **BENEFIEL ELECTRIC INC** permanently of its use or benefit; in violation of section 18-4-401(1)(c),(2)(g),(6) C.R.S.

**COUNT FIFTY-EIGHT**

THEFT, 18-4-401(1),(2)(f) C.R.S. (F6) <08A13>

Between and including **October 27, 2014 and January 8, 2015**, at and triable in the City and County of Denver, State of Colorado, **RODDY DEAN EDWARD REEF** unlawfully, feloniously, and knowingly, or took a thing of value of another, or obtained, retained, or exercised control over a thing of value of another, without authorization, or by threat or deception, namely: **SERVICES, LABOR AND/OR MATERIALS** of **SAFE SYSTEMS INC**, with the value of two thousand dollars or more but less than five thousand dollars; in violation of section 18-4-401(1),(2)(f),(6) C.R.S. and intended to deprive **SAFE SYSTEMS INC** permanently of its use or benefit; in violation of section 18-4-401(1)(a),(2)(f),(6) C.R.S. or knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive **SAFE SYSTEMS INC** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(f),(6) C.R.S. or used, concealed, or abandoned the thing of value intending that such use, concealment, or abandonment would deprive **SAFE SYSTEMS INC** permanently of its use or benefit; in violation of section 18-4-401(1)(c),(2)(f),(6) C.R.S.

**COUNT FIFTY-NINE**

THEFT, 18-4-401(1),(2)(e) C.R.S. (M1) <08A12>

Between and including **November 5, 2014 and January 8, 2015**, at and triable in the City and County of Denver, State of Colorado, **RODDY DEAN EDWARD REEF** unlawfully, and knowingly, took a thing of value of another, or obtained, retained, or exercised control over a thing of value of another, without authorization, or by threat or deception, namely: **SERVICES, LABOR AND/OR MATERIALS** of **FRONT RANGE TEST AND BALANCE**, with the value of seven hundred fifty dollars or more but less than two thousand dollars; in violation of section 18-4-401(1),(2)(e),(6) C.R.S. and intended to deprive **FRONT RANGE TEST AND BALANCE** permanently of its use or benefit; in violation of section 18-4-401(1)(a),(2)(e),(6) C.R.S. or knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive **FRONT RANGE TEST AND BALANCE** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(e),(6) C.R.S. or used, concealed, or abandoned the thing of value intending that such use, concealment, or abandonment would deprive **FRONT RANGE TEST AND BALANCE** permanently of its use or benefit; in violation of section 18-4-401(1)(c),(2)(e),(6) C.R.S.

The facts supporting Counts 54 through 59 are as follows:

1. All facts in support of all other counts are incorporated herein by reference.
2. In June 2014, Roberts Sansone (Sansone), owner of Fins and Noodles LLC dba Fins and Noodles, obtained a bid from Roddy Reef for R2 Construction to complete a construction project for Sansone located at 7530 South University Boulevard Suite 150 in the City of Centennial, State of Colorado (the Fins and Noodles project). Sansone hired R2 Construction to complete the Fins and Noodles project for approximately \$129,809.00.

3. Between and including September 15, 2014 and December 16, 2014, Sansone paid Roddy Reef a total of approximately \$135,882.66 in full payment of R2 Construction's contract, and for the authorized purpose of paying subcontractors, laborers, and material suppliers for work performed on the Fins and Noodles project.

4. During that time, Roddy Reef exercised control over Sansone's trust funds, and without authority, expended Sansone's trust funds for his own personal benefit, the benefit of Holly Reef, and/or for purposes unrelated to the Fins and Noodles project.

5. By approximately January 8, 2015, all of the Fins and Noodles project funds, as well as all of Roddy Reef's other project owners' and operators' project funds received between and including September 15, 2014 and January 8, 2015, were exhausted. As a result, Sansone did not receive the benefit of approximately \$22,036.75 paid in full to Roddy Reef for payment to subcontractors, laborers, and/or material suppliers on the Fins and Noodles project.

6. On or about December 16, 2014, Roddy Reef, on behalf of R2 Construction, completed a "Contractor's Unconditional Lien / Claim Waiver," which falsely represented to Sansone that Roddy Reef had paid all subcontractors, day laborers and material suppliers in full on the Fins and Noodles project. Roddy Reef subsequently gave Sansone this Contractor's Unconditional Lien / Claim Waiver, falsely representing to Sansone that Roddy Reef had paid all subcontractors in full on the Fins and Noodles project, and Sansone's project was clear of debt.

7. Between and including August 26, 2014 and January 8, 2015, the below listed subcontractors provided services, labor, and/or building materials on the Fins and Noodles project, and requested full payment from Roddy Reef on the balance of their contract with R2 Construction. Roddy Reef took the services, labor, and/or building materials from the subcontractors with the intent of permanently depriving them of their value by using the Fins and Noodles project funds for his own benefit instead of using those funds to pay the subcontractors for their work.

8. As of January 8, 2015, Roddy Reef had failed to pay, in part or in full, the below subcontractors from the Fins and Noodles project's trust funds a total of approximately \$22,036.75 for their services, labor, and/or building materials provided during the construction of the Fins and Noodles project:

Subcontractor	Invoice / Contract Date Range	Total Contract Amount	Amount R2 Paid During Project	Total Owed to Subcontractors at Project's End
Canyon Plumbing Inc	08/26/2014 - 10/31/2014	\$28,623.00	\$19,050.00	\$9,573.00
Benefiel Electric	9/16/2014 -11/11/2014	\$30,290.00	\$22,290.00	\$8,000.00
Safe Systems Inc	10/27/2014 - December 2014	\$3,613.75	\$0.00	\$3,613.75
Front Range Test and Balance	11/05/2014	\$850.00	\$0.00	\$850.00
			TOTAL	\$22,036.75

9. As a result, the above listed subcontractors were owed approximately \$22,036.75 for services, labor, and/or building materials provided during the construction of the Fins and Noodles project.

### COUNT SIXTY

THEFT, 18-4-401(1),(2)(h) C.R.S. (F4) <08A15>

Between and including **December 7, 2013 and June 17, 2015**, at and triable in the City and County of Denver, State of Colorado **RODDY DEAN EDWARD REEF** unlawfully, feloniously, and knowingly, took a thing of value of another, or obtained, retained, or exercised control over a thing of value of another, without authorization, or by threat or deception, namely: **MONEY**, of **MIKE HAYTER, MIKE REFLING, AND MIKE'S RESTAURANT GROUP INC DBA HAYTERS AND CO.**, with the value of twenty thousand dollars or more but less than one hundred thousand dollars ; in violation of section 18-4-401(1),(2)(h),(6) C.R.S. and intended to deprive **MIKE HAYTER, MIKE REFLING, AND MIKE'S RESTAURANT GROUP INC DBA HAYTERS AND CO.** permanently of its use or benefit; in violation of section 18-4-401(1)(a),(2)(h), C.R.S. or knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive **MIKE HAYTER, MIKE REFLING, AND MIKE'S RESTAURANT GROUP INC DBA HAYTERS AND CO.** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(h), C.R.S. or used, concealed, or abandoned the thing of value intending that such use, concealment, or abandonment would deprive **MIKE HAYTER, MIKE REFLING, AND MIKE'S RESTAURANT GROUP INC DBA HAYTERS AND CO.** permanently of its use or benefit; in violation of section 18-4-401(1)(c),(2)(h), C.R.S.

### COUNT SIXTY-ONE

FORGERY, 18-5-102(1)(c) C.R.S. (F5) <1001C>

On or about **February 18, 2015**, at and triable in the City and County of Denver, State of Colorado, **RODDY DEAN EDWARD REEF** with the intent to defraud **BBVA COMPASS BANK, GRANITE COMMERCIAL MANAGEMENT LLC, MIKE HAYTER, MIKE REFLING, AND MIKE'S RESTAURANT GROUP INC DBA HAYTERS AND CO** unlawfully, feloniously, and falsely made, completed, altered, or uttered a written instrument which was or which purported to be, or which was calculated to become or to represent if completed, a deed, will, codicil, contract, assignment, commercial instrument, promissory note, check, or other instrument which does or may evidence, create, transfer, terminate, or otherwise affect a legal right, interest, obligation, or status, namely, **COPY OF R2 CONSTRUCTION LLC CHECK #11731** in violation of Section 18-5-102(1)(c).

COUNT SIXTY-TWO

FORGERY, 18-5-102(1)(c) C.R.S. (F5) <1001C>

On or about **May 20, 2015**, at and triable in the City and County of Denver, State of Colorado, **RODDY DEAN EDWARD REEF** with the intent to defraud **MIKE HAYTER, MIKE REFLING, AND MIKE'S RESTAURANT GROUP INC DBA HAYTERS AND CO** unlawfully, feloniously, and falsely made, completed, altered, or uttered a written instrument which was or which purported to be, or which was calculated to become or to represent if completed, a deed, will, codicil, contract, assignment, commercial instrument, promissory note, check, or other instrument which does or may evidence, create, transfer, terminate, or otherwise affect a legal right, interest, obligation, or status, namely, **ALL BILLS PAID AFFIDAVIT, FORM L – COLORADO CONTRACTORS FINAL WAIVER AND AFFIDAVIT, and FORM K2 – COLORADO UNCONDITIONAL FINAL WAIVER AND RELEASE OF LIEN RIGHTS** in violation of Section 18-5-102(1)(c).

COUNT SIXTY-THREE

THEFT, 18-4-401(1),(2)(g) C.R.S. (F5) <08A14>

Between and including **February 12, 2014 and October 29, 2015**, at and triable in the City and County of Denver, State of Colorado, **RODDY DEAN EDWARD REEF** unlawfully, feloniously, and knowingly, took a thing of value of another, or obtained, retained, or exercised control over a thing of value of another, without authorization, or by threat or deception, namely: **SERVICES, LABOR AND/OR MATERIALS of FRONTIER FIRE PROTECTION LLC**, with the value of five thousand dollars or more but less than twenty thousand dollars; in violation of section 18-4-401(1),(2)(g),(6) C.R.S. and intended to deprive **FRONTIER FIRE PROTECTION LLC** permanently of its use or benefit; in violation of section 18-4-401(1)(a),(2)(g),(6) C.R.S. or knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive **FRONTIER FIRE PROTECTION LLC** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(g),(6) C.R.S. or used, concealed, or abandoned the thing of value intending that such use, concealment, or abandonment would deprive **FRONTIER FIRE PROTECTION LLC** permanently of its use or benefit; in violation of section 18-4-401(1)(c),(2)(g),(6) C.R.S.

COUNT SIXTY-FOUR

THEFT, 18-4-401(1),(2)(g) C.R.S. (F5) <08A14>

Between and including **October 17, 2014 and October 29, 2015**, at and triable in the City and County of Denver, State of Colorado, **RODDY DEAN EDWARD REEF** unlawfully, feloniously, and knowingly, took a thing of value of another, or obtained, retained, or exercised control over a thing of value of another, without authorization, or by threat or deception, namely: **SERVICES, LABOR AND/OR MATERIALS** of **CANYON PLUMBING INC**, with the value of five thousand dollars or more but less than twenty thousand dollars; in violation of section 18-4-401(1),(2)(g),(6) C.R.S. and intended to deprive **CANYON PLUMBING INC** permanently of its use or benefit; in violation of section 18-4-401(1)(a),(2)(g),(6) C.R.S. or knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive **CANYON PLUMBING INC** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(g),(6) C.R.S. or used, concealed, or abandoned the thing of value intending that such use, concealment, or abandonment would deprive **CANYON PLUMBING INC** permanently of its use or benefit; in violation of section 18-4-401(1)(c),(2)(g),(6) C.R.S.

COUNT SIXTY-FIVE

THEFT, 18-4-401(1),(2)(f) C.R.S. (F6) <08A13>

Between and including **November 18, 2014 and October 29, 2015**, at and triable in the City and County of Denver, State of Colorado, **RODDY DEAN EDWARD REEF** unlawfully, feloniously, and knowingly, or took a thing of value of another, or obtained, retained, or exercised control over a thing of value of another, without authorization, or by threat or deception, namely: **SERVICES, LABOR AND/OR MATERIALS** of **CONEJOS WELDING AND METAL CRAFT INC**, with the value of two thousand dollars or more but less than five thousand dollars; in violation of section 18-4-401(1),(2)(f),(6) C.R.S. and intended to deprive **CONEJOS WELDING AND METAL CRAFT INC** permanently of its use or benefit; in violation of section 18-4-401(1)(a),(2)(f),(6) C.R.S. or knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive **CONEJOS WELDING AND METAL CRAFT INC** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(f),(6) C.R.S. or used, concealed, or abandoned the thing of value intending that such use, concealment, or abandonment would deprive **CONEJOS WELDING AND METAL CRAFT INC** permanently of its use or benefit; in violation of section 18-4-401(1)(c),(2)(f),(6) C.R.S.



## COUNT SIXTY-SIX

THEFT, 18-4-401(1),(2)(g) C.R.S. (F5) <08A14>

Between and including **February 26, 2015 and October 29, 2015**, at and triable in the City and County of Denver, State of Colorado, **RODDY DEAN EDWARD REEF** unlawfully, feloniously, and knowingly, took a thing of value of another, or obtained, retained, or exercised control over a thing of value of another, without authorization, or by threat or deception, namely: **SERVICES, LABOR AND/OR MATERIALS** of **WESTERN STATES FIRE PROTECTION CO**, with the value of five thousand dollars or more but less than twenty thousand dollars; in violation of section 18-4-401(1),(2)(g),(6) C.R.S. and intended to deprive **WESTERN STATES FIRE PROTECTION CO** permanently of its use or benefit; in violation of section 18-4-401(1)(a),(2)(g),(6) C.R.S. or knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive **WESTERN STATES FIRE PROTECTION CO** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(g),(6) C.R.S. or used, concealed, or abandoned the thing of value intending that such use, concealment, or abandonment would deprive **WESTERN STATES FIRE PROTECTION CO** permanently of its use or benefit; in violation of section 18-4-401(1)(c),(2)(g),(6) C.R.S.

The facts supporting Counts 60 through 66 are as follows:

1. All facts in support of all other counts are incorporated herein by reference.
2. In December 2013, Mike Hayter and Mike Refling (Hayter and Refling), owner of Mike's Restaurant Group Inc dba Hayters & Co., obtained a bid from Roddy Reef for R2 Construction to complete a construction project for Hayter and Refling located at 1920 Blake Street in the City and County of Denver, State of Colorado (the Hayters project). Hayter and Refling hired R2 Construction to complete the Hayters project for approximately \$570,171.00.
3. Between and including December 7, 2013 and May 18, 2015, Hayter and Refling paid Roddy Reef a total of approximately \$622,163.75 in payment of R2 Construction's contract, and for the authorized purpose of paying subcontractors, laborers, and material suppliers for work performed on the Hayters project.
4. During that time, Roddy Reef exercised control over Hayter and Refling's trust funds, and without authority, expended Hayter and Refling's trust funds for his own personal benefit, the benefit of Holly Reef, and/or for purposes unrelated to the Hayters project.
5. During the Hayters project, BBVA Compass Bank and Granite Commercial Management LLC (Granite Commercial) were monitoring R2 Construction's progress and reviewing construction draw requests prior to paying Reef on behalf of Hayter and Refling.
6. On or about February 20, 2015, Roddy Reef gave BBVA Compass Bank and Granite Commercial a copy of R2 Construction LLC check #11731 dated January 5, 2015 for \$1,000.00 made payable to "Frontier Fire Protection." Check #11731's memo line portion originally read, "Jamba Juice partial." On or about February 20, 2015, Roddy Reef falsely represented to Granite Commercial, Compass Bank, and Hayter and Refling that this check was paid to Frontier

Fire Protection LLC (Frontier Fire) for services, labor, and/or building materials performed on the Hayters project, knowing that check #11731 had been: 1) cashed by Frontier Fire on or about January 6, 2015 for work Frontier Fire performed on Whirl Colorado's Jamba Juice project, and 2) previously said "Jamba Juice partial" on the memo line. Roddy Reef presented this check copy to BBVA Compass and Granite Commercial as part of Roddy Reef's draw request in order to obtain the funds from Hayter and Refling.

7. By approximately June 17, 2015, all of the Hayters project funds, as well as all of Roddy Reef's other project owners' and operators' project funds received between and including December 7, 2013 and June 17, 2015, were exhausted. As a result, Hayter and Refling did not receive the benefit of approximately \$35,088.02 paid in full to Roddy Reef for payment to subcontractors, laborers, and/or material suppliers on the Hayters project.

8. On or about May 20, 2015, Roddy Reef, on behalf of R2 Construction, completed an "All Bills Paid Affidavit," a "Form L - Colorado Contractor's Final Waiver and Affidavit," and a "Form K2 - Colorado Unconditional Final Waiver and Release of Lien Rights," which combined, falsely represented to Hayter and Refling that Roddy Reef had paid all subcontractors, laborers, material men, and other persons or parties who provided labor or materials, and material suppliers in full on the Hayters project as of May 20, 2015. Roddy Reef subsequently gave Hayter and Refling the All Bills Paid Affidavit, Form L - Colorado Contractor's Final Waiver and Affidavit, and Form K2 - Colorado Unconditional Final Waiver and Release of Lien Rights, falsely representing to Hayter and Refling that Roddy Reef had paid all subcontractors in full on the Hayters project, and Hayter and Refling's project was clear of debt.

9. Between and including February 12, 2014 and June 17, 2015, the below listed subcontractors provided services, labor, and/or building materials on the Hayters project, and requested full payment from Roddy Reef on the balance of their contract with R2 Construction. Roddy Reef took the services, labor, and/or building materials from the subcontractors with the intent of permanently depriving them of their value by using the Hayters project funds for his own benefit instead of using those funds to pay the subcontractors for their work.

10. As of June 17, 2015, Roddy Reef had failed to pay in full the below subcontractors from the Hayters project's trust funds a total of approximately \$35,088.02 for their services, labor, and/or building materials provided during the construction of the Hayters project:

Subcontractor	Invoice / Contract Date Range	Total Contract Amount	Amount R2 Paid During Project	Total Owed to Subcontractors at Project's End
Frontier Fire Protection LLC	02/12/2014 - 12/18/2014	\$8,080.30	\$2,603.70	\$5,476.60
Canyon Plumbing Inc	10/17/2014 - 05/14, 2015	\$44,077.17	\$25,680.75	\$18,396.42
Conejos Welding and Metal Craft Inc	11/18/2014 - 1/2, 2015	\$21,000.00	\$18,900.00	\$2,100.00
Western States Fire Protection Co.	02/26, 2015 - 05/29, 2015	\$40,929.00	\$31,814.00	\$9,115.00
			TOTAL	\$35,088.02

11. As a result, the above listed subcontractor(s) were owed approximately \$35,088.02 for services, labor, and/or building materials provided during the construction of the Hayters project.

COUNT SIXTY-SEVEN

THEFT, 18-4-401(1),(2)(f) C.R.S. (F6) <08A13>

Between and including **November 12, 2014 and January 8, 2015**, at and triable in the City and County of Denver, State of Colorado, **RODDY DEAN EDWARD REEF** unlawfully, feloniously, and knowingly, took a thing of value of another, or obtained, retained, or exercised control over a thing of value of another, without authorization, or by threat or deception, namely: **MONEY** of **CHRISTINE NGUYEN AND UNCLE JOES ASIAN BISTRO LLC DBA UNCLE JOE'S A HONG KONG BISTRO**, with the value of two thousand dollars or more but less than five thousand dollars; in violation of section 18-4-401(1),(2)(f),(6) C.R.S. and intended to deprive **CHRISTINE NGUYEN AND UNCLE JOES ASIAN BISTRO LLC DBA UNCLE JOE'S A HONG KONG BISTRO** permanently of its use or benefit; in violation of section 18-4-401(1)(a),(2)(f),(6) C.R.S. or knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive **CHRISTINE NGUYEN AND UNCLE JOES ASIAN BISTRO LLC DBA UNCLE JOE'S A HONG KONG BISTRO** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(f),(6) C.R.S. or used, concealed, or abandoned the thing of value intending that such use, concealment, or abandonment would deprive **CHRISTINE NGUYEN AND UNCLE JOES ASIAN BISTRO LLC DBA UNCLE JOE'S A HONG KONG BISTRO** permanently of its use or benefit; in violation of section 18-4-401(1)(c),(2)(f),(6) C.R.S.

COUNT SIXTY-EIGHT

FORGERY, 18-5-102(1)(c) C.R.S. (F5) <1001C>

On or about **December 31, 2014**, at and triable in the City and County of Denver, State of Colorado, **RODDY DEAN EDWARD REEF** with the intent to defraud **CHRISTINE NGUYEN AND UNCLE JOES ASIAN BISTRO LLC DBA UNCLE JOE'S A HONG KONG BISTRO** unlawfully, feloniously, and falsely made, completed, altered, or uttered a written instrument which was or which purported to be, or which was calculated to become or to represent if completed, a deed, will, codicil, contract, assignment, commercial instrument, promissory note, check, or other instrument which does or may evidence, create, transfer, terminate, or otherwise affect a legal right, interest, obligation, or status, namely, **EXHIBIT G - CONDITIONAL LIEN WAIVER** in violation of Section 18-5-102(1)(c).

## COUNT SIXTY-NINE

THEFT, 18-4-401(1),(2)(f) C.R.S. (F6) <08A13>

Between and including **December 19, 2014 and January 8, 2015**, at and triable in the City and County of Denver, State of Colorado, **RODDY DEAN EDWARD REEF** unlawfully, feloniously, and knowingly, took a thing of value of another, or obtained, retained, or exercised control over a thing of value of another, without authorization, or by threat or deception, namely: **SERVICES, LABOR AND/OR MATERIALS** of **BENEFIEL ELECTRIC INC**, with the value of two thousand dollars or more but less than five thousand dollars; in violation of section 18-4-401(1),(2)(f),(6) C.R.S. and intended to deprive **BENEFIEL ELECTRIC INC** permanently of its use or benefit; in violation of section 18-4-401(1)(a),(2)(f),(6) C.R.S. or knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive **BENEFIEL ELECTRIC INC** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(f),(6) C.R.S. or used, concealed, or abandoned the thing of value intending that such use, concealment, or abandonment would deprive **BENEFIEL ELECTRIC INC** permanently of its use or benefit; in violation of section 18-4-401(1)(c),(2)(f),(6) C.R.S.

The facts supporting Counts 67 through 69 are as follows:

1. All facts in support of all other counts are incorporated herein by reference.
2. In December 2014, Christine Nguyen (Nguyen), owner of Uncle Joe's Asian Bistro LLC dba Uncle Joes A Hong Kong Bistro, obtained a bid from Roddy Reef for R2 Construction to complete a construction project for Nguyen located at 891 14<sup>th</sup> Street Suite 100 in the City and County of Denver, State of Colorado (the Uncle Joe's project). Nguyen hired R2 Construction to complete the Uncle Joes project for approximately \$37,046.10.
3. Between and including November 12, 2014 and December 31, 2014, Nguyen paid Roddy Reef a total of approximately \$75,294.58 in full payment of R2 Construction's contract, and for the authorized purpose of paying subcontractors, laborers, and material suppliers for work performed on the Uncle Joes project.
4. During that time, Roddy Reef exercised control over Nguyen's trust funds, and without her authority, expended Nguyen's trust funds for his own personal benefit, the benefit of Holly Reef, and/or for purposes unrelated to the Uncle Joe's project.
5. By approximately January 8, 2015, all of the Uncle Joe's project funds, as well as all of Roddy Reef's other project owners' and operators' project funds received between and including November 12, 2014 and January 8, 2015, were exhausted. As a result, Nguyen did not receive the benefit of approximately \$4,145.00 paid in full to Roddy Reef for payment to subcontractors, laborers, and/or material suppliers on the Uncle Joe's project.
6. On or about December 31, 2014, Roddy Reef, on behalf of R2 Construction, completed an "Exhibit G – Conditional Lien Waiver," which falsely represented to Nguyen that Roddy Reef had paid all subcontractors and material suppliers in full on the Uncle Joe's project. Roddy Reef subsequently gave Nguyen the Exhibit G – Conditional Lien Waiver, falsely representing to

Nguyen that Roddy Reef had paid all subcontractors in full on the Uncle Joe's project, and Nguyen's project was clear of debt.

7. Between and including December 19, 2014 and January 8, 2015, the below listed subcontractor provided services, labor, and/or building materials on the Uncle Joe's project, and requested full payment from Roddy Reef on the balance of their contract with R2 Construction. Roddy Reef took the services, labor, and/or building materials from the subcontractor with the intent of permanently depriving them of their value by using the Uncle Joe's project funds for his own benefit instead of using those funds to pay the subcontractors for their work.

8. As of January 8, 2015, Roddy Reef had failed to pay, in part or in full, the below subcontractor from the Uncle Joe's project's trust funds a total of approximately \$4,145.00 for their services, labor, and/or building materials provided during the construction of the Uncle Joes project:

Subcontractor	Invoice / Contract Date Range	Total Contract Amount	Amount R2 Paid During Project	Total Owed to Subcontractors at Project's End
Benefiel Electric	12/19/2014	\$4,855.00	\$710.00	\$4,145.00
			TOTAL	\$4,145.00

9. As a result, the above listed subcontractor was owed approximately \$4,145.00 for services, labor, and/or building materials provided during the construction of the Uncle Joe's project.

## COUNT SEVENTY

THEFT, 18-4-401(1),(2)(g) C.R.S. (F5) <08A14>

Between and including **October 29, 2013 and December 16, 2015**, at and triable in the City and County of Denver, State of Colorado, **RODDY DEAN EDWARD REEF** unlawfully, feloniously, and knowingly, took a thing of value of another, or obtained, retained, or exercised control over a thing of value of another, without authorization, or by threat or deception, namely: **SERVICES, LABOR AND/OR MATERIALS** of **ECONOMY AIR CONDITIONING AND HEATING INC**, with the value of five thousand dollars or more but less than twenty thousand dollars; in violation of section 18-4-401(1),(2)(g),(6) C.R.S. and intended to deprive **ECONOMY AIR CONDITIONING AND HEATING INC** permanently of its use or benefit; in violation of section 18-4-401(1)(a),(2)(g),(6) C.R.S. or knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive **ECONOMY AIR CONDITIONING AND HEATING INC** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(g),(6) C.R.S. or used, concealed, or abandoned the thing of value intending that such use, concealment, or abandonment would deprive **ECONOMY AIR CONDITIONING AND HEATING INC** permanently of its use or benefit; in violation of section 18-4-401(1)(c),(2)(g),(6) C.R.S.

The facts supporting Count 70 are as follows:

1. All facts in support of all other counts are incorporated herein by reference.
2. In October 2013, Roddy Reef dba R2 Construction LLC hired Economy Air Conditioning and Heating Inc (Economy Air) to provide services on a construction project located at 490 East 20<sup>th</sup> Avenue in the City and County of Denver, State of Colorado (the 20<sup>th</sup> Avenue project).
3. Roddy Reef agreed to pay Economy Air a total of approximately \$8,776.25 for their services, labor, and/or building materials performed on the 20<sup>th</sup> Avenue project.
4. Between October 29, 2013 and November 6, 2013, Economy Air provided services, labor, and/or building materials on the 20<sup>th</sup> Avenue project and requested full payment from Roddy Reef on the balance of their contract with R2 Construction. Roddy Reef refused to pay Economy Air.
5. Roddy Reef represented that because the owner of the 20<sup>th</sup> Avenue project had failed to pay Roddy Reef in full on the project, Roddy Reef was unable to pay Economy Air.
6. As of November 6, 2013, Roddy Reef had failed to pay Economy Air a total of approximately \$8,776.25 from the 20<sup>th</sup> Avenue project's trust funds for their services, labor, and/or building materials provided during the construction of the 20<sup>th</sup> Avenue project.
7. As a result, Economy Air was owed approximately \$8,776.25 for services, labor, and/or building materials provided during the construction of the 20<sup>th</sup> Avenue project.