

<p>DISTRICT COURT, CITY AND COUNTY OF DENVER, COLORADO</p> <p>1437 Bannock Street Denver, CO 80202</p> <hr/> <p>THE PEOPLE OF THE STATE OF COLORADO,</p> <p>v.</p> <p>BRYANT DELANEY, D.O.B. 12/06/1956 MICHAEL SATCHELL, D.O.B. 10/13/1966 JEFFERY BLAKE STEWART, D.O.B. 09/12/1986 CHADWICK BUTLER, D.O.B. 02/18/1970 MICROFORCE, LLC</p> <p>Defendants.</p>	<p>DATE FILED: December 13, 2021 12:12 PM FILING ID: 788F10D983396 CASE NUMBER: 2021CR3333</p> <p style="text-align: center;">▲ COURT USE ONLY ▲</p>
<p>PHILIP J. WEISER, Attorney General ALISON CONNAUGHTY, Senior Assistant Attorney General CRYSTAL LITTRELL, Senior Assistant Attorney General 1300 Broadway, 9th Floor Denver, CO 80203 720-508-6715 Registration Number: 42548 (AC) Registration Number: 36814 (CL)</p>	<p>Case No.: GJ Case No.: 21CR0001 Ctrm: 259</p>
<p>COLORADO STATE GRAND JURY INDICTMENT</p>	

Of the 2021-2022 term of the Denver District Court in the year 2021; the 2021-2022 Colorado State Grand Jurors, chosen, selected and sworn in the name and by the authority of the People of the State of Colorado, upon their oaths, present the following:

COUNT ONE	<p>THEFT - \$100,000 - \$1,000,000; § 18-4-401(1), (2)(I), C.R.S. (F3) 08A16 [Tri State]</p> <p>BRYANT DELANEY</p> <p>MICHAEL SATCHELL</p> <p>CHAD BUTLER</p> <p>MICROFORCE, LLC</p>
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COUNT TWO

THEFT - \$5,000 - \$20,000; § 18-4-401(1), (2)(G), C.R.S.
(F5) **08A14** [Evergreen Parks and Recreation District]

BRYANT DELANEY

MICHAEL SATCHELL

JEFFERY BLAKE STEWART

MICROFORCE, LLC

COUNT THREE

THEFT - \$5,000 - \$20,000; § 18-4-401(1), (2)(G), C.R.S.
(F5) **08A14** [Valor High School]

MICHAEL SATCHELL

CHAD BUTLER

JEFFERY BLAKE STEWART

MICROFORCE, LLC

COUNT FOUR

THEFT - \$20,000 - \$100,000; § 18-4-401(1), (2)(I), C.R.S.
(F4) **08A15** [Elevations Credit Union]

BRYANT DELANEY

MICHAEL SATCHELL

CHAD BUTLER

MICROFORCE, LLC

COUNT FIVE

THEFT - \$5,000 - \$20,000; § 18-4-401(1), (2)(G), C.R.S.
(F5) **08A14** [Glenmoor Country Club]

MICHAEL SATCHELL

JEFFERY BLAKE STEWART

MICROFORCE, LLC

INTRODUCTION

MicroForce, LLC (“Microforce”) was registered with the Colorado Secretary of State by Jeffery Blake STEWART on October 8, 2014. Microforce was originally formed as a surface disinfectant service provider. A Statement of Change was filed on behalf of Microforce on June 14, 2017, moving the principal office address from Texas to 3440 Youngfield Street, Suite 423, Wheat Ridge, Colorado, which is a P.O. box inside a UPS store.

Microforce had approximately 15 customers from opening until the fall of 2016, and gained approximately 15 more through the end of 2019. In 2020, business and business revenue increased exponentially with the spread of the COVID-19 pandemic.

On July 1, 2019, STEWART received a liability insurance policy on behalf of Microforce at 3440 Youngfield Street, Suite 423, Wheat Ridge, Colorado, that expired on July 1, 2020. He also had a workers’ compensation policy that was active from April 23, 2020 through May 1, 2021. The workers’ compensation policy application, dated April 24, 2020, listed STEWART, SATCHELL, and BUTLER as owners of Microforce. STEWART, SATCHELL, and BUTLER were also listed as company owners on the signature cards for Microforce bank accounts at Chase Bank and Keybank. SATCHELL, STEWART, and BUTLER each filed tax documents for tax year 2020 listing themselves as shareholders of Microforce and claiming income accordingly.

STEWART, BUTLER, SATCHELL and Microforce began their relationship with Bryant DELANEY and his company CC77 in March 2020. BUTLER introduced DELANEY to the other owners and indicated DELANEY had a history of growing other smaller businesses.

On May 18, 2020, the Environmental Protection Agency (herein “EPA”), Denver Area Office, received information from an anonymous tip stating that Microforce was misrepresenting their antimicrobial service by saying their product killed influenza, Coronavirus, and other public health bacteria and viruses. Microforce represented that they applied an invisible biostatic liquid polymer that bonded to surfaces and provided an electrostatic bed of charged spikes at the molecular level, which attracted microbes, bacteria, viruses, fungi, parasites, and mold. The spikes allegedly attracted and punctured these germs at their cell wall so they could not survive or reproduce. The complaint also stated that Microforce advertised that their product was highly effective against Coronavirus and used a mechanical kill in order to disinfect surfaces as well as prevent recontamination for up to 90 days, regardless of human touch.

In May 2020, Sherrie KINARD was on a Homeowner's Association conference call with Highlands Ranch Recreation Center ("HRRC") in Highlands Ranch, CO, when she heard that a company named Microforce was disinfecting the HRRC and making potentially questionable claims about their product. KINARD researched Microforce's website at www.microforcegerm.com and found they were misrepresenting their product and what it was able to do. KINARD contacted Bryant DELANEY with Microforce shortly thereafter, identified herself, and explained to DELANEY that Microforce was misrepresenting its product and that she would be sending him an EPA letter advising him of the details of this. DELANEY was initially hesitant to tell KINARD what product they were using, but he ultimately identified Microforce's product as MonoFoil D, EPA product registration number 87538-4; however, this was not truthful as KINARD later discovered that Microforce used MonoFoil MF-05, EPA product registration number 87538-1. In fact, MonoFoil's records showed that Microforce had not purchased any MonoFoil D up to that point. DELANEY told KINARD that Microforce had contracts with the Department of Defense and U.S. Military in "high level" places, which contacts did not want him to disclose their product information. KINARD reviewed MonoFoil's EPA product registrations and advised DELANEY that the EPA had only authorized their products as possessing residual efficacy for deodorizing and not disinfecting. Consequently, KINARD advised DELANEY that Microforce was not authorized to make claims of residual efficacy for disinfecting against bacteria or viruses.

On June 5, 2020, KINARD's office sent an EPA Advisory Letter to Microforce (herein, "Advisory Letter"), which was addressed to DELANEY. Shortly after receiving this letter, DELANEY also called KINARD and she reiterated to him part of what the advisory letter stated, which was that he could not say his product was effective for up to 90 days against viruses or bacteria, as the EPA did not know of any product that could do this. Further, the product label that DELANEY provided stated it was only effective on hard nonporous surfaces and so Microforce was misusing it if it was applying it on any other surfaces. KINARD advised DELANEY that Microforce was misrepresenting their product's efficacy, and she told him the language Microforce used regarding the spike layer that killed microorganisms should be completely removed as it was not true for viruses. KINARD also indicated that DELANEY and Microforce could not make any residual efficacy claims for their product as a disinfectant, and she clarified they could only make residual efficacy claims for Microforce's product as a deodorizer.

The other owners of the company also saw the Advisory Letter. DELANEY forwarded the Advisory Letter by email on June 5, 2020, to STEWART, BUTLER, and SATCHELL. STEWART, BUTLER, and SATCHELL all admitted knowing about and/or viewing the Advisory Letter during consensual interviews that

occurred throughout the course of this investigation. DELANEY emailed STEWART, BUTLER, SATCHELL, and Steve BRADLEY on June 6, 2020 and June 16, 2020, with suggested edits to Microforce's promotional materials based on the Advisory Letter. These suggested edits still contained language about residual efficacy and a "mechanical" disinfection process. DELANEY, STEWART, BUTLER, BRADLEY and SATCHELL communicated by email about the language in Microforce's promotional materials through the end of June 2020. Ultimately, the representations Microforce made about its product did not comply with the Advisory Letter commands.

On August 18, 2020, EPA Agent Jeremy SAUSTO sent an email inquiry to Microforce through an inquiry section on the Microforce website at www.microforcegerm.com. The website still made representations about residual efficacy for disinfecting and a "spike layer" process. Agent SAUSTO utilized an undercover alias and described himself as a small-scale property manager who had concerns about the COVID-19 virus, and he indicated he had seen Microforce's YouTube video and website. He received a reply from Artemis BODOR as a representative of Microforce. BODOR communicated with Agent SAUSTO on behalf of Microforce from approximately September 4, 2020 through November 2020. BODOR described Microforce's product as having 90 days of residual efficacy, described their disinfecting process as "mechanical," and stated the product was EPA-registered. She further indicated the EPA had gone through their website and materials and "finely combed" them. She stated that everything they said on their website and in their collateral was valid and truthful. She elaborated that their product killed viruses for 90 days. BODOR set up an appointment with who she referred to as the "Microforce CEO," DELANEY, to give Agent SAUSTO a PowerPoint presentation containing additional information about Microforce and their products/services. She stated that after this presentation they would give him a service proposal and indicated that SATCHELL could visit the residences to do initial testing and then treatments.

On September 10, 2020, DELANEY gave Agent SAUSTO a virtual presentation while Agent SAUSTO held himself out to be his undercover alias. DELANEY described Microforce's product as EPA registered, "mechanical," and effective for disinfecting for 90 days against viruses and bacteria due to the "spike layer" the Microforce product contains. DELANEY affirmatively represented Microforce's product was effective against the COVID-19 virus.

BODOR continued to email Agent SAUSTO's undercover alias through November of 2020, and she continued to make claims of residual efficacy of Microforce's product as a disinfectant. She indicated by email that DELANEY was in charge of daily operations, reporting, and quotes for Microforce, and that she handled client relations and business development.

MonoFoil's invoices show Microforce purchased 998 gallons of MonoFoil X and only eight gallons of MonoFoil D in 2020. This included a four-gallon purchase of MonoFoil D that SATCHELL made for himself on September 28, 2020, and another four-gallon purchase that SATCHELL made for Microforce's business partner Steve Hendricks in Scottsdale, Arizona, on October 15, 2020. During an interview of SATCHELL on February 24, 2021, he advised that he was the main applicator for Microforce's product and that their company almost exclusively used MonoFoil X. He said he tried using MonoFoil D a couple of times but he did not like the residue it left behind and so he did not use it again. In fact, he said he barely used any of the MonoFoil D he purchased and still had some left over.

MonoFoil X has never been approved by the EPA for being effective against any public health bacteria or viruses or to have any residual efficacy against them. MonoFoil D has been approved by the EPA for being effective against public health bacteria and viruses; however, with no residual efficacy and so it is only effective as a daily disinfectant. There are no products currently recognized by the EPA that are allowed to make claims of having residual efficacy against viruses 30-90 days as Microforce claims as one of their top selling points of their product. The manufacturer of the products Microforce was using, MonoFoil, refused to sell Microforce any additional products at end of 2020 due to them learning that Microforce was making false claims and misrepresentations about them.

Tax returns filed for tax year 2020 for Microforce listed STEWART as a 48% owner, BUTLER as a 26% owner, and SATCHELL as a 26% owner. Microforce had a total income of \$695,468.00 in 2020. CC77, DELANEY's company, received approximately \$230,108.00 for consulting services and commissions from Microforce between April 2020 and December 2020.

STEWART, BUTLER, and SATCHELL ultimately terminated DELANEY's contract with Microforce on approximately January 18, 2021.

CONTACT WITH COLORADO BUSINESSES

Throughout 2020, STEWART, BUTLER, DELANEY, and SATCHELL had contact with a number of Colorado businesses and entities regarding Microforce's services and products. These contacts repeatedly misrepresented the efficacy and residual efficacy of Microforce's product.

A number of Microforce sales were made prior to the Advisory Letter. STEWART, BUTLER, DELANEY, and SATCHELL all made representations to Microforce customers about their product's ability to be used as a disinfectant that kills public health bacteria and viruses as well as has residual efficacy against them. These misrepresentations remained largely the same after the Advisory

Letter. Further, Microforce's clients who contracted for their services during the time period of when Microforce received the Advisory Letter were never informed of the existence of the letter and there were no known efforts by anyone at Microforce to correct the misrepresentations that they made to their clients about their products ability to be used as a disinfectant that killed public health bacteria and viruses and have residual efficacy against them.

The treatments at Highlands Ranch Recreation Center (herein "HRRC"), at 4800 McArthur Ranch Road, Highlands Ranch, Colorado, are what ultimately led to the EPA involvement in Microforce's misrepresentations. HRRC utilized Microforce's services on approximately May 22, 2020. They paid Microforce approximately \$12,120.00 for disinfecting services. HRRC communicated with BUTLER and BODOR initially about scheduling a treatment with Microforce's product in May of 2020. BUTLER visited HRRC in person on May 7, 2020 and confirmed Microforce's product had residual efficacy as a disinfectant for 90 days post application. BUTLER also communicated this efficacy by email. On May 12, 2020, BUTLER confirmed receipt of an agreement for a single treatment of Microforce's product for HRRC. BUTLER emailed STEWART regarding invoicing, and SATCHELL and BODOR regarding scheduling. On May 18, 2020, DELANEY reached out to HRRC to discuss a PR campaign.

In May 2020, Sherri KINARD was affiliated with HRRC and she called them expressing concerns about Microforce's product and Microforce's representations about the product. From May 21, 2020 through May 28, 2020, DELANEY emailed with Rebecca ROTHWELL at HRRC and included STEWART and BUTLER on communications regarding Microforce's EPA product registration. ROTHWELL inquired about the EPA product registration. BUTLER emailed HRRC again in August 2020, inquiring about an additional treatment at HRRC and making residual efficacy claims about Microforce's product as a disinfectant.

COUNT ONE

THEFT - \$100,000 and \$1,000,000 – F3

C.R.S. § 18-4-401(1)(b); (2)(I)

About and between April 1, 2020, and December 31, 2020, BRYANT DELANEY, MICHAEL SATCHELL, CHAD BUTLER, and MICROFORCE, LLC, unlawfully, feloniously, and knowingly, by deception, obtained, retained, or exercised control over, or disposed of, a thing of value, namely; money, of Tri State Generation and Transmission, with the value of one hundred thousand dollars or more but less than one million dollars, and knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive Tri State

Generation and Transmission of its use or benefit, in violation of section 18-4-401(1)(b), (2)(I), (6), C.R.S, against the peace and dignity of the People of the State of Colorado.

The offense alleged in Count 1 was committed in the following manner:

Tri State Generation and Transmission at 1100 W. 116th Avenue, Westminster, Colorado (hereafter, “Tri-State”), utilized Microforce’s disinfecting services from approximately April 2020 through December 2020. Tri State paid Microforce approximately \$115,581.31 for disinfecting services. Tri State reached out to Microforce to ask about its business in early 2020, and DELANEY and SATCHELL communicated with Tri State about their services. DELANEY gave an initial presentation about the product and the application process over Zoom in April 2020, and he also visited the facility in person. During both interactions, DELANEY claimed Microforce’s product was effective against COVID-19 for 90 days due to a spike layer in the disinfectant. Tri-State signed an initial Service Agreement with BUTLER on behalf of Microforce on April 20, 2020. After initial applications at one facility, Microforce was referred to other facility locations. DELANEY gave another presentation about Microforce’s product and its residual efficacy on July 21, 2020. An additional agreement was signed by Tri-State on August 2, 2020, for disinfecting services from Microforce, after Tri-State received a proposal dated July 27, 2020, making false claims of residual efficacy as a disinfectant as a result of a spike layer that kills viruses on contact.

Tri-State received email communications from SATCHELL and DELANEY that made false claims of residual efficacy of Microforce’s disinfecting products through December 2020. The Microforce product was ultimately applied at locations in Westminster, Colorado, and Craig, Colorado, by SATCHELL and several other Microforce employees. Scheduling for the treatments was handled by BODOR. After treatments scheduled in September 2020, DELANEY emailed Tri State a certificate that stated, “90 day Germ Safe Zone Mechanically destroying germ, virus, bacteria, and other microbes on all surfaces.” On December 4, 2020, Tri State received certificates making residual efficacy claims as well.

COUNT TWO

THEFT -\$5,000 and \$20,000 – F5

C.R.S. § 18-4-401(1)(b); (2)(G)

About and between September 1, 2020, and December 31, 2020, BRYANT DELANEY, MICHAEL SATCHELL, JEFFERY BLAKE STEWART and MICROFORCE, LLC, unlawfully, feloniously, and knowingly, by deception,

obtained, retained, or exercised control over, or disposed of, a thing of value, namely; money, of Evergreen Park and Recreation District with the value of five thousand dollars or more but less than twenty thousand dollars, and knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive Evergreen Park and Recreation District of its use or benefit, in violation of section 18-4-401(1)(b), (2)(G), (6), C.R.S, against the peace and dignity of the People of the State of Colorado.

The offense alleged in Count 2 were committed in the following manner:

Evergreen Park and Recreation District (herein “EPRD”) first interacted with Microforce in approximately September 2020. EPRD utilized Microforce’s disinfecting services from approximately December 2020 through April 2021. EPRD utilized Microforce’s services at multiple Recreation Center locations including Bergen Park at 1521 Bergen Parkway, Evergreen, Colorado, and Wulf Recreation Center at 5300 S. Oliver Rd, Evergreen, Colorado. EPRD paid Microforce approximately \$11,459.00 for disinfecting services provided prior to December 31, 2020. EPRD spoke to BODOR, DELANEY, and SATCHELL over the phone and in person. BODOR, DELANEY, and SATCHELL represented that Microforce’s product killed and continued to kill germs, bacteria, and viruses mechanically by laying down a spike layer on the surfaces where it was applied. They also represented that the spikes would be effective from 45 days up to one year. STEWART emailed Microforce invoice 4660 to EPRD for Microforce treatments applied in December 2020.

COUNT THREE

THEFT -\$5,000 and \$20,000 – F5

C.R.S. § 18-4-401(1)(b); (2)(G)

About and between June 16, 2020, and December 31, 2020, CHAD BUTLER, MICHAEL SATCHELL, JEFFERY BLAKE STEWART and MICROFORCE, LLC, unlawfully, feloniously, and knowingly, by deception, obtained, retained, or exercised control over, or disposed of, a thing of value, namely; money, of Valor High School with the value of five thousand dollars or more but less than twenty thousand dollars, and knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive Valor High School of its use or benefit, in violation of section 18-4-401(1)(b), (2)(G), (6), C.R.S, against the peace and dignity of the People of the State of Colorado.

The offense alleged in Count 3 was committed in the following manner:

Valor High School (“Valor”), at 3775 Grace Blvd, Highlands Ranch, Colorado, utilized Microforce’s disinfecting services from approximately 2018 through July of 2021. BUTLER and SATCHELL were the initial representatives of Microforce when Valor enlisted Microforce’s services in 2018. During the initial presentation, Valor representatives were told that Microforce would use an electric static sprayer to spray a bio-static polymer on surfaces that would kill bacteria and some viruses for up to 90 days. The polymer would act as a layer of needles that would kill bacteria when it landed on the surface. When asked about the product that was being used, SATCHELL stated that it was a Department of Defense product, and they were not allowed to disclose information regarding the product. Even though this was a red flag for them, Valor still decided to use Microforce for periodic disinfecting.

When COVID-19 spread, Valor decided to increase their application to every 90 days from July 1, 2020, through June 31, 2021, to help prevent the spread of COVID-19. On June 16, 2020, BUTLER emailed Valor a Service Agreement for a year of treatments to be done quarterly at Valor between August 7, 2020, and May 8, 2021. The Service Agreement affirmatively stated Microforce’s product killed bacteria, viruses, and fungi on contact and protected them against these things for 90 days by providing a long-lasting certified barrier against 99.9% of viruses and superbugs. The Service Agreement was signed by Valor on July 1, 2020 and emailed from BUTLER to STEWART and others. The Service Agreement outlined four dates of service: August 7-8, 2020, November 27-28, 2020, February 12-13, 2021, and May 7-8, 2021. Valor agreed to pay in monthly installments, starting July 10, 2020, at \$1,955.00 a month.

Valor received their first Microforce treatment under the July 1, 2020, Service Agreement on August 7, 2020. On August 11, 2020, SATCHELL emailed Valor, BUTLER, DELANEY, and BODOR a “Treatment Certification” that made claims of 90 days of residual efficacy as a disinfectant. Valor paid \$18,630.00 in monthly installments for the disinfecting services Microforce provided through the end of 2020.

COUNT FOUR

THEFT -\$20,000 and \$100,000 – F4

C.R.S. § 18-4-401(1)(b); (2)(H)

About and between August 1, 2020, and December, 2020, BRYANT DELANEY, MICHAEL SATCHELL, CHAD BUTLER, and MICROFORCE, LLC, unlawfully, feloniously, and knowingly, by deception, obtained, retained, or exercised control over, or disposed of, a thing of value, namely; money, of Elevations

Credit Union, with the value of twenty thousand dollars or more but less than one hundred thousand dollars, and knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive Elevations Credit Union of its use or benefit, in violation of section 18-4-401(1)(b), (2)(H), (6), C.R.S, against the peace and dignity of the People of the State of Colorado.

The offense alleged in Count 4 was committed in the following manner:

Elevations Credit Union (herein “Elevations”) first interacted with Microforce in approximately May 2020, and they utilized Microforce’s disinfecting services from approximately August 2020 through July 2021. Elevations spoke to DELANEY and SATCHELL over the phone, by email, and in person about the products Microforce utilized prior to engaging their services. DELANEY and SATCHELL represented that Microforce’s product killed viruses, including COVID, with a spike layer that was effective for 45 to 90 days post application.

DELANEY emailed Elevations a Service Agreement on June 18, 2020, which had attachments making representations of residual disinfecting efficacy. Elevations signed a Service Agreement with Microforce on August 7, 2020, for disinfecting services every 90 days. BUTLER subsequently executed the Service Agreement on behalf of Microforce and the Service Agreement made claims of residual efficacy of Microforce’s product for up to 90 days. Elevations utilized Microforce’s services at multiple bank locations in Boulder, Longmont, Louisville, Broomfield, Westminster, Loveland, Fort Collins, and Windsor, Colorado. Elevations received two treatments of Microforce disinfecting solution prior to the end of 2020, for a total of approximately \$96,003.00. These treatments were on August 28, 29, 2020, and November 29 through December 1, 2020.

COUNT FIVE

THEFT -\$5,000 and \$20,000 – F5

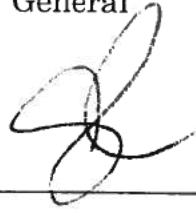
C.R.S. § 18-4-401(1)(b); (2)(G)

About and between May 1, 2020, and December 31, 2020, MICHAEL SATCHELL, JEFFERY BLAKE STEWART and MICROFORCE, LLC, unlawfully, feloniously, and knowingly, by deception, obtained, retained, or exercised control over, or disposed of, a thing of value, namely; money, of Glenmoor Country Club with the value of five thousand dollars or more but less than twenty thousand dollars, and knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive Glenmoor Country Club of its use or benefit, in violation of section 18-4-401(1)(b), (2)(G), (6), C.R.S, against the peace and dignity of the People of the State of Colorado.

The offense alleged in Count 5 was committed in the following manner:

Glenmoor Country Club (herein "Glenmoor"), at 110 Glenmoor Drive, Cherry Hills Village, Colorado, first interacted with Microforce in approximately May of 2020. SATCHELL made representations on behalf of Microforce about the Microforce product's residual efficacy against viruses, bacteria, and the COVID-19 virus specifically as a result of a "spike barrier" that stayed on surfaces long term to kill viruses and bacteria on approximately May 14, 2020. Glenmoor sent a signed Service Agreement to engage Microforce for disinfecting services on May 20, 2020. The Service Agreement had an Exhibit A, which was included by Microforce to claim their disinfectant killed bacteria and viruses for an average of 90 days. Glenmoor ultimately paid for seven Microforce treatments between June 24, 2020, and December 31, 2020, for a total of \$10,766.70. STEWART communicated with Glenmoor periodically during this time frame regarding invoice payment and service charges. STEWART also facilitated contact with SATCHELL for treatment scheduling. SATCHELL communicated with Glenmoor regularly about treatment scheduling as well.

PHILIP J. WEISER
Attorney General

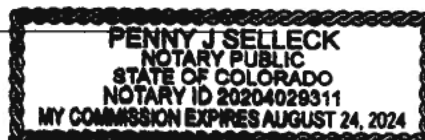


ALISON CONNAUGHTY, 42548
Assistant Attorney General
Financial Fraud Unit
Criminal Justice Section

Subscribed to before me in the City and County of Denver, State of Colorado, this 10th day of November, 2021.


Notary Public

My commission expires: _____



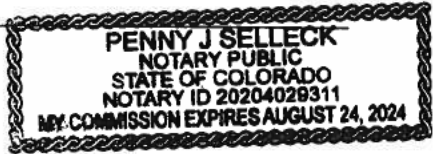
I, [REDACTED], the Foreperson of the 2021-2022 Colorado State Grand Jury, do hereby swear and affirm that each and every True Bill returned in this Indictment by the 2021-2022 Colorado State Grand Jury was arrived at after deliberation and with the assent and agreement to the existence of probable cause by at least nine members of the Colorado State Grand Jury. The Colorado State Grand Jury further authorizes and instructs the Colorado Attorney General to return this Superseding Indictment to open court with or without the presence of the foreperson.

[REDACTED]
Foreperson

Subscribed to before me in the City and County of Denver, State of Colorado, this 15th day of November, 2021.

Penny J. Selleck
Notary Public

My commission expires:



The 2021-2022 Colorado Statewide Grand Jury presents the Indictment contained within and the same is hereby ORDERED FILED this 10th day of ~~November~~, 2021.

December
[Signature]

Pursuant to § 13-73-107, C.R.S., the Court designates Jefferson County, Colorado as the county of venue for the purposes of trial.

Arrest Warrants with bond amounts and conditions are issued for the following ~~five~~^{four} individuals and the bond amounts and conditions are listed as follows: + 1 Corporation

BRYANT DELANEY

\$10,000.00 c/s; pre-trial supervision; ^{surrender} ~~travel~~ all passports

MICHAEL SATCHELL

\$10,000.00 c/s pre-trial supervision; surrender all passports

JEFFERY BLAKE STEWART

\$10,000.00 c/s pre-trial supervision; surrender all passports

CHAD BUTLER

\$10,000.00 c/s pre-trial supervision; surrender all passports

MICROFORCE, LLC

Summons (Status issued)



Chief Judge Michael Martinez

District Court Judge and Designated Presiding Judge for the Statewide Grand Jury

Second Judicial District,

State of Colorado