

<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>SEAN SCHWALB AVI SCHWALB KEVIN ALLBRITTON BLANCA DOMINGUEZ MICHAEL STEIN</p> <p>Defendants.</p>	<p>DATE FILED December 13, 2024 2:32 PM FILING ID: B85DC2E9BE5FA CASE NUMBER: 2024CR15181</p> <p>▲ COURT USE ONLY ▲</p>
<p>PHILIP J. WEISER, Attorney General CHRISTINA DONAHUE, Senior Assistant Attorney General, Registration Number: 55817 1300 Broadway, 9th Floor Denver, CO 80203 720-508-6000 Christina.donahue@coag.gov</p>	<p>Grand Jury Case No.: 24CR0001</p> <p>Courtroom: 259</p> <p>Case No.:</p>
<p align="center">COLORADO STATEWIDE GRAND JURY INDICTMENT</p>	

Of the 2024-2025 term of the Denver District Court in the year 2024; the 2024-2025 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

VIOLATION OF THE COLORADO ORGANIZED CRIME CONTROL ACT, §18-17-104(3), C.R.S. (F2) 37284

COUNT TWO

VIOLATION OF THE COLORADO ORGANIZED CRIME CONTROL ACT- CONSPIRACY, §18-17-104(4), C.R.S. (F2) 37285

COUNT THREE THEFT - \$100,000 - \$1,000,000
C.R.S. 18-4-401(1)(a),(2)(i) (F3) **08A1H**
(Hailey)

COUNT FOUR THEFT - \$100,000 - \$1,000,000
C.R.S. 18-4-401(1)(b),(2)(i) (F3) **08A1H**
(Hailey)

COUNT FIVE THEFT - \$20,000 - \$100,000
C.R.S. 18-4-401(1)(a),(2)(h) (F4) **08A1G**
(Lahaye)

COUNT SIX THEFT - \$20,000 - \$100,000
C.R.S. 18-4-401(1)(b),(2)(h) (F4) **08A1G**
(Lahaye)

COUNT SEVEN THEFT - \$20,000 - \$100,000
C.R.S. 18-4-401(1)(a),(2)(h) (F4) **08A1G**
(Rownaghi)

COUNT EIGHT THEFT - \$20,000 - \$100,000
C.R.S. 18-4-401(1)(b),(2)(h) (F4) **08A1G**
(Rownaghi)

COUNT NINE THEFT - \$20,000 - \$100,000
C.R.S. 18-4-401(1)(a),(2)(h) (F4) **08A1G**
(Davidson)

COUNT TEN THEFT - \$20,000 - \$100,000
C.R.S. 18-4-401(1)(b),(2)(h) (F4) **08A1G**
(Davidson)

COUNT ELEVEN THEFT - \$100,000 - \$1,000,000
C.R.S. 18-4-401(1)(a),(2)(i) (F3) **08A1H**
(Olszewski & Jones)

COUNT TWELVE THEFT - \$100,000 - \$1,000,000
C.R.S. 18-4-401(1)(b),(2)(i) (F3) **08A1H**
(Olszewski & Jones)

COUNT THIRTEEN THEFT - \$5,000 - \$20,000
C.R.S. 18-4-401(1)(a),(2)(g) (F5) **08A1F**
(Sedbrook)

COUNT FOURTEEN THEFT - \$5,000 - \$20,000
C.R.S. 18-4-401(1)(b),(2)(g) (F5) **08A1F**
(Sedbrook)

COUNT FIFTEEN THEFT - \$20,000 - \$100,000
C.R.S. 18-4-401(1)(a),(2)(h) (F4) **08A1G**
(Ashmann)

COUNT SIXTEEN THEFT - \$20,000 - \$100,000,
C.R.S. 18-4-401(1)(b),(2)(h) (F4) **08A1G**
(Ashmann)

COUNT SEVENTEEN THEFT - \$20,000 - \$100,000
C.R.S. 18-4-401(1)(a),(2)(h) (F4) **08A1G**
(Roper)

COUNT EIGHTEEN THEFT - \$20,000 - \$100,000
C.R.S. 18-4-401(1)(b),(2)(h) (F4) **08A1G**
(Roper)

COUNT NINETEEN THEFT - \$20,000 - \$100,000
C.R.S. 18-4-401(1)(a),(2)(h) (F4) **08A1G**
(Beichle)

COUNT TWENTY THEFT - \$20,000 - \$100,000
C.R.S. 18-4-401(1)(b),(2)(h) (F4) **08A1G**
(Beichle)

COUNT TWENTY-ONE THEFT - \$20,000 - \$100,000
C.R.S. 18-4-401(1)(a),(2)(h) (F4) **08A1G**
(Nowicki)

COUNT TWENTY-TWO THEFT - \$20,000 - \$100,000
C.R.S. 18-4-401(1)(b),(2)(h) (F4) **08A1G**
(Nowicki)

COUNT TWENTY-THREE	THEFT - \$100,000 - \$1,000,000 C.R.S. 18-4-401(1)(a),(2)(i) (F3) 08A1H (Adams)
COUNT TWENTY-FOUR	THEFT - \$100,000 - \$1,000,000 C.R.S. 18-4-401(1)(b),(2)(i) (F3) 08A1H (Adams)
COUNT TWENTY-FIVE	THEFT - \$5,000 - \$20,000 C.R.S. 18-4-401(1)(a),(2)(g) (F5) 08A1F (Klingenbjerg)
COUNT TWENTY-SIX	THEFT - \$5,000 - \$20,000 C.R.S. 18-4-401(1)(b),(2)(g) (F5) 08A1F (Klingenbjerg)
COUNT TWENTY-SEVEN	THEFT - \$100,000 - \$1,000,000 C.R.S. 18-4-401(1)(a),(2)(i) (F3) 08A1H (Collins)
COUNT TWENTY-EIGHT	THEFT - \$100,000 - \$1,000,000 C.R.S. 18-4-401(1)(a),(2)(i) (F3) 08A1H (Collins)
COUNT TWENTY-NINE	THEFT - \$20,000 - \$100,000 C.R.S. 18-4-401(1)(a),(2)(h) (F4) 08A1G (Rivet)
COUNT THIRTY	THEFT - \$20,000 - \$100,000 C.R.S. 18-4-401(1)(b),(2)(h) (F4) 08A1G (Rivet)
COUNT THIRTY-ONE	THEFT - \$5,000 - \$20,000 C.R.S. 18-4-401(1)(a),(2)(g) (F5) 08A1F (Sood)

COUNT THIRTY-TWO

THEFT - \$5,000 - \$20,000
C.R.S. 18-4-401(1)(b),(2)(g) (F5) **08A1F**
(Sood)

COUNT THIRTY-THREE

THEFT - \$5,000 - \$20,000
C.R.S. 18-4-401(1)(a),(2)(g) (F5) **08A1F**
(Mielke)

COUNT THIRTY-FOUR

THEFT - \$5,000 - \$20,000
C.R.S. 18-4-401(1)(b),(2)(g) (F5) **08A1F**
(Mielke)

INDEX OF COUNTS

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Michael Stein	1-2, 7-8, 13-14, 15-16, 17-18

COUNT 1

**VIOLATION OF THE COLORADO ORGANIZED CRIME CONTROL ACT -
PATTERN OF RACKETEERING - PARTICIPATION IN AN ENTERPRISE,
C.R.S. §18-17-104(3) (F2) 37284**

On or about July 1, 2021 through December 12, 2024, with an initial date of discovery of July 1, 2022, in the State of Colorado, **Sean Schwalb, Avi Schwalb, Kevin Allbritton, Blanca Dominguez, and Michael Stein**, while employed by or associated with an enterprise, unlawfully, feloniously, and knowingly conducted or participated, directly or indirectly, in the enterprise through a pattern of racketeering activity; in violation of section 18-17-104(3), C.R.S.

COUNT 2

**VIOLATION OF THE COLORADO ORGANIZED CRIME CONTROL
ACT- CONSPIRACY, C.R.S. §18-17-104(4) (F2) 37285**

On or about July 1, 2021 through December 12, 2024, with an initial date of discovery of July 1, 2022, in the State of Colorado, **Sean Schwalb, Avi Schwalb, Kevin Allbritton, Blanca Dominguez, and Michael Stein** and/or others to the Grand Jury and the Attorney General known or unknown, did unlawfully, feloniously and knowingly conspire or endeavor to conduct and participate, directly or indirectly, in an enterprise, through a pattern of racketeering activity; in violation of section 18-17-104(4), C.R.S.

The offenses alleged in Counts 1 and 2 were committed in the following manner:

The Enterprise

The Enterprise alleged in Counts 1 and 2 consists of legal entities and several individuals who conducted the affairs in support of the named legal entities. More specifically the enterprise includes, but is not limited to, the following legal entities and individual members of the enterprise who conducted the affairs of the legal entities:

Schwalb Builders, LLC dba Avi's Remodeling and Contracting, LLC

Schwalb Builders, LLC

Avi's Remodeling and Contracting, LLC

Sean Schwalb

Avi Schwalb

Kevin Allbritton

Blanca Dominguez

Michael Stein

and other persons or entities known or unknown to the Grand Jury and the Attorney General.

Schwalb Builders, LLC (hereinafter Schwalb Builders) and Avi's Remodeling and Contracting, LLC (hereinafter referred to as Avi's Remodeling") are limited liability companies that conducted general contracting services throughout the Denver metro area. Schwalb Builders and Avi's Remodeling often operated jointly.

Sean Schwalb is the owner/manager of Schwalb Builders. Avi Schwalb is the registered agent of Avi's Remodeling and served as the owner/manger of the business entity. Sean Schwalb is the son of Avi Schwalb.

Kevin Allbritton and Michael Stein were employees of Schwalb Builders. They served as project managers and actively engaged with victim customers on behalf of the enterprise. Blanca Dominguez was an employee and office manager for Schwalb Builders. The above listed members of the enterprise conducted the affairs of the legal entities and collaborated with each other (along with others) as both principals and/or complicitors to conduct an illicit scheme for a lengthy period of time.

In particular, the named members of the enterprise solicited home remodeling contracts throughout the Denver metro area. Pursuant to their illicit scheme, the named members of the enterprise contracted with victims, received customer deposits, and then failed to complete any work on the project. In other instances, Schwalb Builders abandoned the projects after commencing demolition and/or performing faulty work on the residences, leaving the residences damaged and uninhabitable. In all instances, the members of the enterprise failed to return customer funds for incomplete and/or defective work. A financial analysis of bank account records belonging to Sean and Avi Schwalb and their business entities (herinafter referred to as "Schwalb Builders bank records") revealed a common pattern where customer checks were deposited into the Schwalb Builders bank account, transferred to the Avi's Remodeling bank account, and then spent within a matter of days for purposes other than for the specific customer's project. The financial analysis showed that Schwalb Builders and Avi's Remodeling received \$1,145,271.13 in customer funds that were not expended on the specific customers' projects or returned to the specific customers.

The named members of the enterprise did not receive authorization from their customers regarding the misuse of their funds when they repeatedly used a set of deceptive tactics and/or used, concealed or abandoned money belonging to others to commit a financial fraud upon a population of contracting customers. The customers primarily resided in communities in the Denver, Colorado metropolitan area.

As was discussed above, the consumers who were defrauded had contracted with Schwalb Builders and/or Avi's Remodeling for remodeling/construction projects. These contracts led the businesses to collect funds from the customers.

Pursuant to Colorado law and C.R.S. §38-22-127, the collected customer funds are required to be held in trust by the contractor. This statute also states that any person who violates (1) or (2) of C.R.S. §38-22-127, commits the crime of Theft, in violation of C.R.S. §18-4-401.

Pattern of Racketeering Activity

Sean Schwalb, Avi Schwalb, Kevin Allbritton, Blanca Dominguez, and Michael Stein and/or others known and unknown to the Grand Jury directly and in concert, engaged in, attempted to engage in, conspired to engage in, or solicited another to engage in at least two predicate acts, including any lesser offenses, related to the conduct of the enterprise, with at least one of which took place in the State of Colorado after July 1, 1981 and the last of the acts of racketeering activity occurring within ten years after a prior act of racketeering activity and include:

Theft, C.R.S. §18-4-401

Racketeering Activity

The following Counts also serve as the acts of racketeering activity in support of Counts 1 and 2 that the above named persons committed, attempted to commit, conspired to commit, or solicited, coerced, or intimidated another person to commit, the following identified predicate acts, including any lesser included offenses:

COUNT 3

THEFT - \$100,000 - \$1,000,000, C.R.S. 18-4-401(1)(a),(2)(i) (F3) 08A1H

On or about July 1, 2022 through December 12, 2024, in the State of Colorado, **Sean Schwalb, Avi Schwalb, and Kevin Allbritton**, unlawfully, feloniously, and knowingly obtained, retained, or exercised control over a thing of value, namely: **money**, of **Jack Hailey**, with the value of one hundred thousand dollars or more but less than one million dollars, without authorization or by threat or deception, and intended to permanently deprive **Jack Hailey** of its use or benefit; in violation of section 18-4-401(1)(a),(2)(i), C.R.S.

COUNT 4

THEFT - \$100,000 - \$1,000,000, C.R.S. 18-4-401(1)(b),(2)(i) (F3) 08A1H

On or about July 1, 2022 through December 12, 2024, in the State of Colorado, **Sean Schwalb, Avi Schwalb, and Kevin Allbritton**, unlawfully, feloniously, and knowingly obtained, retained, or exercised control over a thing of value, namely: **money**, of **Jack Hailey**, with the value of one hundred thousand dollars or more but less than one million dollars without authorization or by threat or deception, and knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive **Jack Hailey** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(i), C.R.S.

COUNT 5

THEFT - \$20,000 - \$100,000, C.R.S. 18-4-401(1)(a),(2)(h) (F4) 08A1G

On or about July 1, 2022 through December 12, 2024, in the State of Colorado, **Sean Schwalb, Avi Schwalb, and Kevin Allbritton**, unlawfully, feloniously, and knowingly obtained, retained, or exercised control over a thing of value, namely: **money**, of **John Lahaye and Catherine Lahaye**, with the value of twenty thousand dollars or more but less than one hundred thousand dollars, without authorization or by threat or deception, and intended to permanently deprive **John Lahaye and Catherine Lahaye** of its use or benefit; in violation of section 18-4-401(1)(a),(2)(h), C.R.S.

COUNT 6

THEFT - \$20,000 - \$100,000, C.R.S. 18-4-401(1)(b),(2)(h) (F4) 08A1G

On or about July 1, 2022 through December 12, 2024, in the State of Colorado, **Sean Schwalb, Avi Schwalb, and Kevin Allbritton**, unlawfully, feloniously, and knowingly obtained, retained, or exercised control over a thing of value, namely: **money**, of **John Lahaye and Catherine Lahaye**, with the value of twenty thousand dollars or more but less than one hundred thousand dollars without authorization or by threat or deception, and knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive **John Lahaye and Catherine Lahaye** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(h), C.R.S.

COUNT 7

THEFT - \$20,000 - \$100,000, C.R.S. 18-4-401(1)(a),(2)(h) (F4) 08A1G

On or about July 1, 2022 through December 12, 2024, in the State of Colorado, **Sean Schwalb, Avi Schwalb, Blanca Dominguez, and Michael Stein**, unlawfully, feloniously, and knowingly obtained, retained, or exercised control over a thing of value, namely: **money**, of **Pegah Rownaghi**, with the value of twenty thousand dollars or more but less than one hundred thousand dollars, without authorization or by threat or deception, and intended to permanently deprive **Pegah Rownaghi** of its use or benefit; in violation of section 18-4-401(1)(a),(2)(h), C.R.S

COUNT 8

THEFT - \$20,000 - \$100,000, C.R.S. 18-4-401(1)(b),(2)(h) (F4) 08A1G

On or about July 1, 2022 through December 12, 2024, in the State of Colorado, **Sean Schwalb, Avi Schwalb, Blanca Dominguez, and Michael Stein**, unlawfully, feloniously, and knowingly obtained, retained, or exercised control over a thing of value, namely: **money**, of **Pegah Rownaghi**, with the value of twenty thousand dollars or more but less than one hundred thousand dollars without authorization or by threat or deception, and knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive **Pegah Rownaghi** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(h), C.R.S.

COUNT 9

THEFT - \$20,000 - \$100,000, C.R.S. 18-4-401(1)(a),(2)(h) (F4) 08A1G

On or about July 1, 2022 through December 12, 2024, in the State of Colorado, **Sean Schwalb and Avi Schwalb**, unlawfully, feloniously, and knowingly obtained, retained, or exercised control over a thing of value, namely: **money**, of **Benjamin Davidson and Karen Davidson**, with the value of twenty thousand dollars or more but less than one hundred thousand dollars, without authorization or by threat or deception, and intended to permanently deprive **Benjamin Davidson and Karen Davidson** of its use or benefit; in violation of section 18-4-401(1)(a),(2)(h), C.R.S.

COUNT 10

THEFT - \$20,000 - \$100,000, C.R.S. 18-4-401(1)(b),(2)(h) (F4) 08A1G

On or about July 1, 2022 through December 12, 2024, in the State of Colorado, **Sean Schwalb and Avi Schwalb**, unlawfully, feloniously, and knowingly obtained, retained, or exercised control over a thing of value, namely: **money**, of **Benjamin Davidson and Karen Davidson**, with the value of twenty thousand dollars or more but less than one hundred thousand dollars without authorization or by threat or deception, and knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive **Benjamin Davidson and Karen Davidson** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(h), C.R.S.

COUNT 11

THEFT - \$100,000 - \$1,000,000, C.R.S. 18-4-401(1)(a),(2)(i) (F3) 08A1H

On or about July 1, 2022 through December 12, 2024, in the State of Colorado, **Sean Schwalb, Avi Schwalb, and Kevin Allbritton**, unlawfully, feloniously, and knowingly obtained, retained, or exercised control over a thing of value, namely: **money**, of **David Amster-Olszewski and Kirby Jones**, with the value of one hundred thousand dollars or more but less than one million dollars, without authorization or by threat or deception, and intended to permanently deprive **David Amster-Olszewski and Kirby Jones** of its use or benefit; in violation of section 18-4-401(1)(a),(2)(i), C.R.S.

COUNT 12

THEFT - \$100,000 - \$1,000,000, C.R.S. 18-4-401(1)(b),(2)(i) (F3) 08A1H

On or about July 1, 2022 through December 12, 2024, in the State of Colorado, **Sean Schwalb, Avi Schwalb, and Kevin Allbritton**, unlawfully, feloniously, and knowingly obtained, retained, or exercised control over a thing of value, namely: **money**, of **David Amster-Olszewski and Kirby Jones**, with the value of one hundred thousand dollars or more but less than one million dollars without authorization or by threat or deception, and knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive **David Amster-Olszewski and Kirby Jones** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(i), C.R.S.

The essential facts for Counts 3 through 12 (which also serve as acts of racketeering activity for Counts 1 and 2) include, but are not limited to the following:

Jack Hailey has a residence at [REDACTED]. In the summer of 2021, he met with Kevin Allbritton and contracted with Schwalb Builders, LLC dba Avi's Remodeling for a home remodel. The quoted amount of the project was \$365,000.00. Pursuant to the contract, Jack Hailey issued a check to Schwalb Builders for \$91,250.00 on August 3, 2021. Demolition proceeded in August 2022, and Jack Hailey made additional payments to Schwalb Builders. The total amount of the deposits received by Schwalb Builders was \$237,250.00. Following the demolition at the home, Schwalb Builders ceased work on the project. Mr. Hailey communicated with Kevin Allbritton and Sean Schwalb about the status of the project to no avail. On August 15, 2023, Jack Hailey terminated his contract with Schwalb Builders and requested a refund of his money minus the costs of demolition. A financial analysis of Schwalb Builders bank records revealed that the difference between the amount deposited from Mr. Hailey's payments and the documented expenses toward his project was \$235,500.00. As of the date of this Indictment, Mr. Hailey has not received a refund of the funds that were deposited and should have been held in trust for the purpose of his designated project.

John and Katie Lahaye have a residence at [REDACTED]. In January 2022, they contracted with Schwalb Builders, LLC dba Avi's Remodeling for the construction of a room addition. Kevin Allbritton facilitated the contract on behalf of Schwalb Builders. The quoted amount of the project was \$165,000.00. Throughout 2022, the Lahayes made numerous payments to Schwalb Builders with a total amount of \$144,325.04. The project commenced, but trouble began when Schwalb Builders' subcontractors started the framing work. The carpentry work was performed incorrectly and failed inspection on numerous occasions. Several aspects of the contract remained incomplete. Due to concerns about Schwalb Builders' ability to complete the project, the Lahayes requested a refund on their deposits in July 2023 and again in October 2023. By October 2023, Schwalb Builders abandoned the project and ceased communication with the Lahayes. A financial analysis of Schwalb Builders bank records revealed that the difference between the amount deposited from the Lahaye's payments and documented expenses toward their project was \$36,216.54. As of the date of this Indictment, the Lahayes have not received a refund of the funds that were deposited and should have been held in trust for the purpose of their designated project.

Pegah Rownaghi has a residence at [REDACTED]. In February 2022, she contracted with Schwalb Builders, LLC dba Avi's Remodeling for a kitchen remodel. The quoted amount of the project was \$90,700.00. Pursuant to the contract, Ms. Rownaghi paid Schwalb Builders a \$45,350.00 deposit on February 8, 2022. After the contract was signed, Ms.

Rownaghi communicated with Blanca Dominguez and Michael Stein regarding the status of her project. Ms. Rownaghi never received her cabinets, and the project never started. Sean Schwalb refused to refund Ms. Rownaghi's deposit. A financial analysis of Schwalb Builders bank records revealed no documented expenses towards Ms. Rownaghi's project. As of the date of this Indictment, Ms. Rownaghi has not received a refund of the funds that were deposited and should have been held in trust for the purpose of her designated project.

Benjamin and Karen Davidson had a residence located at [REDACTED]. In March 2022, the Davidsons contracted with Schwalb Builders, LLC dba Avi's Remodeling for a basement and bathroom remodel. The quoted amount of the project was \$82,000.00. Between March 2022 and July 2022, the total amount of the deposits received by Schwalb Builders was \$68,000.00. Around June 16, 2022, demolition in the basement began. The demolition resulted in an asbestos spill that caused the Davidson family to vacate the residence. Schwalb Builders ceased communication with the Davidsons in August 2022. A financial analysis of Schwalb Builders bank records revealed that the difference between the amount deposited from the Davidson's payments and documented expenses toward their project was \$43,186.34. As of the date of this Indictment, the Davidsons have not received a refund of the funds that were deposited and should have been held in trust for the purpose of their designated project.

David Amster-Olszewski and Kirby Jones have a residence at [REDACTED]. On March 31, 2022, they contracted with Schwalb Builders, LLC dba Avi's Remodeling for a home remodel. Kevin Allbritton negotiated the contract which had a total value of \$607,500.00. On March 31, 2022, they paid Schwalb Builders a deposit of \$106,125.00. Demolition began after the contract was signed. In January 2023, Mr. Amster-Olszewski and Ms. Jones were advised that Schwalb Builders obtained permits to proceed with the construction. Pursuant to the contract, they paid Schwalb Builders \$118,875.00 as a progress payment upon the issuance of permits. The total amount of the deposits received by Schwalb Builders was \$265,750.00. In the spring of 2023, Mr. Amster-Olszewski and Ms. Jones communicated with Kevin Allbritton and Sean Schwalb regarding concerns about the progress on their project and requested an accounting and/or receipts of how their funds had been spent. In May 2023, they learned that Schwalb Builders had never obtained a construction permit. Mr. Amster-Olszewski and Ms. Jones terminated their contract with Schwalb Builders. They requested documentation of expenses used towards their project and a return of funds not expended on their project. A financial analysis of Schwalb Builders bank records revealed that the difference between the amount deposited from David Amster-Olszewski and Kirby Jones' payments and documented expenses toward their project was \$197,560.28. As of the date of this Indictment, Mr. Amster-Olszewski and Ms. Jones have not received a refund of the funds that were deposited and should have been held in trust for the purpose of their designated project.

COUNT 13

THEFT - \$5,000 - \$20,000, C.R.S. 18-4-401(1)(a),(2)(g) (F5) 08A1F

On or about July 1, 2022 through December 12, 2024, in the State of Colorado, **Sean Schwalb, Avi Schwalb, and Michael Stein**, unlawfully, feloniously, and knowingly obtained, retained, or exercised control over a thing of value, namely: **money**, of **Emily Sedbrook**, with the value of five thousand dollars or more but less than twenty thousand dollars, without authorization or by threat or deception, and intended to permanently deprive **Emily Sedbrook** of its use or benefit; in violation of section 18-4-401(1)(a),(2)(g), C.R.S.

COUNT 14

THEFT - \$5,000 - \$20,000, C.R.S. 18-4-401(1)(b),(2)(g) (F5) 08A1F

On or about July 1, 2022 through December 12, 2024, in the State of Colorado, **Sean Schwalb, Avi Schwalb, and Michael Stein**, unlawfully, feloniously, and knowingly obtained, retained, or exercised control over a thing of value, namely: **money**, of **Emily Sedbrook** with the value of five thousand dollars or more but less than twenty thousand dollars without authorization or by threat or deception, and knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive **Emily Sedbrook** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(g), C.R.S.

COUNT 15

THEFT - \$20,000 - \$100,000, C.R.S. 18-4-401(1)(a),(2)(h) (F4) 08A1G

On or about July 1, 2022 through December 12, 2024, in the State of Colorado, **Sean Schwalb, Avi Schwalb, Kevin Allbritton, Blanca Dominguez, and Michael Stein**, unlawfully, feloniously, and knowingly obtained, retained, or exercised control over a thing of value, namely: **money**, of **Stephanie Ashmann aka Stephanie Carroll and Arthur Ashmann**, with the value of twenty thousand dollars or more but less than one hundred thousand dollars, without authorization or by threat or deception, and intended to permanently deprive **Stephanie Ashmann aka Stephanie Carroll and Arthur Ashmann** of its use or benefit; in violation of section 18-4-401(1)(a),(2)(h), C.R.S.

COUNT 16

THEFT - \$20,000 - \$100,000, C.R.S. 18-4-401(1)(b),(2)(h) (F4) 08A1G

On or about July 1, 2022 through December 12, 2024, in the State of Colorado, **Sean Schwalb, Avi Schwalb, Kevin Allbritton, Blanca Dominguez, and Michael Stein**, unlawfully, feloniously, and knowingly obtained, retained, or exercised control over a thing of value, namely: **money**, of **Stephanie Ashmann aka Stephanie Carroll and Arthur Ashmann**, with the value of twenty thousand dollars or more but less than one hundred thousand dollars without authorization or by threat or deception, and knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive **Stephanie Ashmann aka Stephanie Carroll and Arthur Ashmann** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(h), C.R.S.

COUNT 17

THEFT - \$20,000 - \$100,000, C.R.S. 18-4-401(1)(a),(2)(h) (F4) 08A1G

On or about July 1, 2022 through December 12, 2024, in the State of Colorado, **Sean Schwalb, Avi Schwalb, and Michael Stein**, unlawfully, feloniously, and knowingly obtained, retained, or exercised control over a thing of value, namely: **money**, of **Aaron Roper and Maria Roper**, with the value of twenty thousand dollars or more but less than one hundred thousand dollars, without authorization or by threat or deception, and intended to permanently deprive **Aaron Roper and Maria Roper** of its use or benefit; in violation of section 18-4-401(1)(a),(2)(h), C.R.S.

COUNT 18

THEFT - \$20,000 - \$100,000, C.R.S. 18-4-401(1)(b),(2)(h) (F4) 08A1G

On or about July 1, 2022 through December 12, 2024, in the State of Colorado, **Sean Schwalb, Avi Schwalb, and Michael Stein**, unlawfully, feloniously, and knowingly obtained, retained, or exercised control over a thing of value, namely: **money**, of **Aaron Roper and Maria Roper**, with the value of twenty thousand dollars or more but less than one hundred thousand dollars without authorization or by threat or deception, and knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive **Aaron Roper and Maria Roper** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(h), C.R.S.

COUNT 19

THEFT - \$20,000 - \$100,000, C.R.S. 18-4-401(1)(a),(2)(h) (F4) 08A1G

On or about September 7, 2022 through December 12, 2024, in the State of Colorado, **Sean Schwalb, Avi Schwalb, and Blanca Dominguez** unlawfully, feloniously, and knowingly obtained, retained, or exercised control over a thing of value, namely: **money**, of **Jordan and Nicole Beichle**, with the value of twenty thousand dollars or more but less than one hundred thousand dollars, without authorization or by threat or deception, and intended to permanently deprive **Jordan and Nicole Beichle** of its use or benefit; in violation of section 18-4-401(1)(a),(2)(h), C.R.S.

COUNT 20

THEFT - \$20,000 - \$100,000, C.R.S. 18-4-401(1)(b),(2)(h) (F4) 08A1G

On or about September 7, 2022 through December 12, 2024, in the State of Colorado, **Sean Schwalb, Avi Schwalb, and Blanca Dominguez** unlawfully, feloniously, and knowingly obtained, retained, or exercised control over a thing of value, namely: **money**, of **Jordan and Nicole Beichle**, with the value of twenty thousand dollars or more but less than one hundred thousand dollars without authorization or by threat or deception, and knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive **Jordan and Nicole Beichle** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(h), C.R.S.

COUNT 21

THEFT - \$20,000 - \$100,000, C.R.S. 18-4-401(1)(a),(2)(h) (F4) 08A1G

On or about October 11, 2022 through December 12, 2024, in the State of Colorado, **Sean Schwalb and Kevin Allbritton** unlawfully, feloniously, and knowingly obtained, retained, or exercised control over a thing of value, namely: **money**, of **Karen Nowicki**, with the value of twenty thousand dollars or more but less than one hundred thousand dollars, without authorization or by threat or deception, and intended to permanently deprive **Karen Nowicki** of its use or benefit; in violation of section 18-4-401(1)(a),(2)(h), C.R.S.

COUNT 22

THEFT - \$20,000 - \$100,000, C.R.S. 18-4-401(1)(b),(2)(h) (F4) 08A1G

On or about October 11, 2022 through December 12, 2024, in the State of Colorado, **Sean Schwalb and Kevin Allbritton** unlawfully, feloniously, and knowingly obtained, retained, or exercised control over a thing of value, namely: **money**, of **Karen Nowicki**, with the value of twenty thousand dollars or more but less than one hundred thousand dollars without authorization or by threat or deception, and knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive **Karen Nowicki** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(h), C.R.S.

The essential facts for Counts 13 through 22 (which also serve as acts of racketeering activity for Counts 1 and 2) include, but are not limited to the following:

Emily Sedbrook has a residence at [REDACTED]. In May 2022, Ms. Sedbrook contracted with Schwalb Builders LLC dba Avi's Remodeling for a bathroom remodel. The quoted amount of the project was \$23,200.00. Pursuant to the contract, Ms. Sedbrook issued a check for \$11,600.00 to Schwalb Builders on May 10, 2022. Ms. Sedbrook understood that the project would be complete in 7 weeks. Between May and July 2022, Ms. Sedbrook communicated with Michael Stein and other Schwalb representatives about the status of her project. In July 2022, Ms. Sedbrook contacted Michael Stein and asked to cancel the project and requested a refund of her deposit because Schwalb Builders had not started work on the project. Sean Schwalb refused to return Ms. Sedbrook's deposit. A financial analysis of Schwalb Builders bank records revealed that the difference between the amount deposited from Ms. Sedbrook's payments and documented expenses toward her project was \$11,600.00. As of the date of this Indictment, Ms. Sedbrook has not received a refund of the funds that were deposited and should have been held in trust for the purpose of her designated project.

Stephanie Ashmann aka Stephanie Carroll and Arthur Ashmann have a residence at [REDACTED]. In April 2022, the Ashmanns signed a contract with Schwalb Builders, LLC dba Avi's Remodeling for a kitchen remodel. The quoted amount of the project was \$78,500.00. Kevin Allbritton negotiated the contract on behalf of Schwalb Builders. Pursuant to the contract, the Ashmanns made a payment to Schwalb Builders in the amount of \$23,550.00 around April 26, 2022. In May 2022, the Ashmanns met with Blanca Dominguez to select remodel materials, to include cabinets. Several months passed and the cabinets did not arrive. Nevertheless, between November and December 2022, Sean Schwalb, Kevin Allbritton, and Michael Stein demanded additional payments to proceed with the project and release the cabinets to the Ashmanns. By January 2023, the cabinets had not arrived, and no work had begun on the project. The

Ashmanns terminated their contract with Schwalb Builders in February 2023 and requested a refund of their monies. A financial analysis of Schwalb Builders bank records revealed that the difference between the amount deposited from the Ashmann's payments and documented expenses toward their project was \$21,330.71. As of the date of this Indictment, the Ashmanns have not received a refund of the funds that were deposited and should have been held in trust for the purpose of their designated project.

Aaron and Maria Roper have a residence at [REDACTED]
[REDACTED] In May 2022, the Ropers contracted with Schwalb Builders, LLC dba Avi's Remodeling for a basement remodel. The quoted amount of the project was \$64,100.00. Pursuant to the contract, the Ropers paid a deposit of \$19,250.00 by check to Schwalb Builders around May 12, 2022. Schwalb Builders delayed commencement of the project until September 2023, when the demolition started. The demolition caused an asbestos spill in the basement. After an asbestos company cleaned up the spill, Schwalb Builders installed a temporary water line on the property in September 2023; this was the last work performed by Schwalb under the contract. After work on the basement project ceased, the Ropers attempted to contact Sean Schwalb and Avi Schwalb with no success. The total amount of monies received by Schwalb Builders was \$51,450.00. On October 24, 2023, the Ropers emailed a request for refund of the money paid to Schwalb Builders. A financial analysis of Schwalb Builders bank records revealed that the difference between the amount deposited from the Roper's payments and documented expenses toward their project was \$44,930.00. As of the date of this Indictment, the Ropers have not received a refund of the funds that were deposited and should have been held in trust for the purpose of their designated project.

Jordan and Nicole Beichle have a residence at [REDACTED]
[REDACTED] In September 2022, the Beichles signed a contract with Schwalb Builders, LLC for a home remodel. The quoted amount of the project was \$109,300.00. Pursuant to the contract, the Beichles issued a check to Schwalb Builders for \$43,720.00 on September 7, 2022. Demolition in the upstairs portion of the house began. The total amount of monies received by Schwalb Builders was \$71,045.00. As the project proceeded, the Beichles learned that unlicensed subcontractors were working on their project and that the completed work was defective. On November 11, 2022, the Beichles terminated their contract with Schwalb Builders and requested a return of their deposits minus labor and materials. A financial analysis of Schwalb Builders bank records revealed that the difference between the amount deposited from the Beichle's payments and documented expenses toward their project was \$48,499.18. As of the date of this Indictment, the Beichles have not received a refund of the funds that were deposited and should have been held in trust for the purpose of their designated project.

Karen Nowicki has a residence at [REDACTED]. In October 2022, Ms. Nowicki contracted with Schwalb Builders, LLC to convert a garage into an accessory dwelling unit. The contract was facilitated and signed by Kevin Allbritton. The quoted amount of the project was \$108,500.00. Pursuant to the contract, Ms. Nowicki paid Schwalb Builders \$31,800.00 around October 11, 2022. In May 2023, Avi's Remodeling issued an invoice for \$8,000. Michael Stein advised that Ms. Nowicki had to pay \$8,000 for commencement of the project. Ms. Nowicki requested an accounting of how her initial deposit was spent as no observable progress had been made on her project. A financial analysis of Schwalb Builders bank records revealed that the difference between the amount deposited from Ms. Nowicki's payments and documented expenses toward her project was \$30,210.00. As of the date of this Indictment, Ms. Nowicki has not received a refund of the funds that were deposited and should have been held in trust for the purpose of her designated project.

COUNT 23

THEFT - \$100,000 - \$1,000,000, C.R.S. 18-4-401(1)(a),(2)(i) (F3) 08A1H

On or about July 1, 2022 through December 12, 2024, in the State of Colorado, **Sean Schwalb, Avi Schwalb, and Kevin Allbritton**, unlawfully, feloniously, and knowingly obtained, retained, or exercised control over a thing of value, namely: **money**, of **Polly Adams**, with the value of one hundred thousand dollars or more but less than one million dollars, without authorization or by threat or deception, and intended to permanently deprive **Polly Adams** of its use or benefit; in violation of section 18-4-401(1)(a),(2)(i), C.R.S.

COUNT 24

THEFT - \$100,000 - \$1,000,000, C.R.S. 18-4-401(1)(b),(2)(i) (F3) 08A1H

On or about July 1, 2022 through December 12, 2024, in the State of Colorado, **Sean Schwalb, Avi Schwalb, and Kevin Allbritton**, unlawfully, feloniously, and knowingly obtained, retained, or exercised control over a thing of value, namely: **money**, of **Polly Adams**, with the value of one hundred thousand dollars or more but less than one million dollars without authorization or by threat or deception, and knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive **Polly Adams** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(i), C.R.S.

COUNT 25

THEFT - \$5,000 - \$20,000, C.R.S. 18-4-401(1)(a),(2)(g) (F5) 08A1F

On or about January 1, 2023 through December 12, 2024, in the State of Colorado, **Sean Schwalb and Kevin Allbritton**, unlawfully, feloniously, and knowingly obtained, retained, or exercised control over a thing of value, namely: **money**, of **Henning Klingenberg**, with the value of five thousand dollars or more but less than twenty thousand dollars, without authorization or by threat or deception, and intended to permanently deprive **Henning Klingenberg** of its use or benefit; in violation of section 18-4-401(1)(a),(2)(g), C.R.S.

COUNT 26

THEFT - \$5,000 - \$20,000, C.R.S. 18-4-401(1)(b),(2)(g) (F5) 08A1F

On or about January 1, 2023 through December 12, 2024, in the State of Colorado, **Sean Schwalb and Kevin Allbritton**, unlawfully, feloniously, and knowingly obtained, retained, or exercised control over a thing of value, namely: **money**, of **Henning Klingenberg** with the value of five thousand dollars or more but less than twenty thousand dollars without authorization or by threat or deception, and knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive **Henning Klingenberg** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(g), C.R.S.

COUNT 27

THEFT - \$100,000 - \$1,000,000, C.R.S. 18-4-401(1)(a),(2)(i) (F3) 08A1H

On or about February 7, 2023 through December 12, 2024, in the State of Colorado, **Sean Schwalb, Avi Schwalb, and Kevin Allbritton**, unlawfully, feloniously, and knowingly obtained, retained, or exercised control over a thing of value, namely: **money**, of **Kevin Collins and Noelle Collins**, with the value of one hundred thousand dollars or more but less than one million dollars, without authorization or by threat or deception, and intended to permanently deprive **Kevin Collins and Noelle Collins** of its use or benefit; in violation of section 18-4-401(1)(a),(2)(i), C.R.S.

COUNT 28

THEFT - \$100,000 - \$1,000,000, C.R.S. 18-4-401(1)(b),(2)(i) (F3) 08A1H

On or about February 7, 2023 through December 12, 2024, in the State of Colorado, **Sean Schwalb, Avi Schwalb, and Kevin Allbritton**, unlawfully, feloniously, and knowingly obtained, retained, or exercised control over a thing of value, namely: **money**, of **Kevin Collins and Noelle Collins**, with the value of one hundred thousand dollars or more but less than one million dollars without authorization or by threat or deception, and knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive **Kevin Collins and Noelle Collins** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(i), C.R.S.

COUNT 29

THEFT - \$20,000 - \$100,000, C.R.S. 18-4-401(1)(a),(2)(h) (F4) 08A1G

On or about January 26, 2023 through December 12, 2024, in the State of Colorado, **Sean Schwalb, Avi Schwalb, and Kevin Allbritton**, unlawfully, feloniously, and knowingly obtained, retained, or exercised control over a thing of value, namely: **money**, of **McKenzie Rivet and Matthew Rivet**, with the value of twenty thousand dollars or more but less than one hundred thousand dollars, without authorization or by threat or deception, and intended to permanently deprive **McKenzie Rivet and Matthew Rivet** of its use or benefit; in violation of section 18-4-401(1)(a),(2)(h), C.R.S.

COUNT 30

THEFT - \$20,000 - \$100,000, C.R.S. 18-4-401(1)(b),(2)(h) (F4) 08A1G

On or about January 26, 2023 through December 12, 2024, in the State of Colorado, **Sean Schwalb, Avi Schwalb, and Kevin Allbritton**, unlawfully, feloniously, and knowingly obtained, retained, or exercised control over a thing of value, namely: **money**, of **McKenzie Rivet and Matthew Rivet**, with the value of twenty thousand dollars or more but less than one hundred thousand dollars without authorization or by threat or deception, and knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive **McKenzie Rivet and Matthew Rivet** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(h), C.R.S.

COUNT 31

THEFT - \$5,000 - \$20,000, C.R.S. 18-4-401(1)(a),(2)(g) (F5) 08A1F

On or about June 6, 2023 through December 12, 2024, in the State of Colorado, **Sean Schwalb and Avi Schwalb**, unlawfully, feloniously, and knowingly obtained, retained, or exercised control over a thing of value, namely: **money**, of **Pradeep Sood**, with the value of five thousand dollars or more but less than twenty thousand dollars, without authorization or by threat or deception, and intended to permanently deprive **Pradeep Sood** of its use or benefit; in violation of section 18-4-401(1)(a),(2)(g), C.R.S.

COUNT 32

THEFT - \$5,000 - \$20,000, C.R.S. 18-4-401(1)(b),(2)(g) (F5) 08A1F

On or about June 6, 2023 through December 12, 2024, in the State of Colorado, **Sean Schwalb and Avi Schwalb**, unlawfully, feloniously, and knowingly obtained, retained, or exercised control over a thing of value, namely: **money**, of **Pradeep Sood** with the value of five thousand dollars or more but less than twenty thousand dollars without authorization or by threat or deception, and knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive **Pradeep Sood** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(g), C.R.S.

COUNT 33

THEFT - \$5,000 - \$20,000, C.R.S. 18-4-401(1)(a),(2)(g) (F5) 08A1F

On or about August 21, 2023 through December 12, 2024, in the State of Colorado, **Sean Schwalb and Avi Schwalb**, unlawfully, feloniously, and knowingly obtained, retained, or exercised control over a thing of value, namely: **money**, of **John Mielke**, with the value of five thousand dollars or more but less than twenty thousand dollars, without authorization or by threat or deception, and intended to permanently deprive **John Mielke** of its use or benefit; in violation of section 18-4-401(1)(a),(2)(g), C.R.S.

COUNT 34

THEFT - \$5,000 - \$20,000, C.R.S. 18-4-401(1)(b),(2)(g) (F5) 08A1F

On or about August 21, 2023 through December 12, 2024, in the State of Colorado, **Sean Schwalb and Avi Schwalb**, unlawfully, feloniously, and knowingly obtained, retained, or exercised control over a thing of value, namely: **money**, of **John Mielke** with the value of five thousand dollars or more but less than twenty thousand dollars without authorization or by threat or deception, and knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive **John Mielke** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(g), C.R.S.

The essential facts for Counts 23 through 34 (which also serve as acts of racketeering activity for Counts 1 and 2) include, but are not limited to the following:

Polly Adams has a residence at [REDACTED]
[REDACTED] In June 2022, the Adams family contracted with Schwalb Builders, LLC dba Avi's Remodeling for a kitchen, basement, and bathroom remodel. Kevin Allbritton negotiated the contract on behalf of Schwalb Builders. Ms. Polly Adams was assisted in this process by her daughter, Marnie Adams and son, Conor Adams. The quoted amount of the project was \$271,500.00. Pursuant to the contract, Polly Adams paid Schwalb Builders \$81,450.00 around June 20, 2022. No progress was made on the project until November 2022 when Schwalb Builders proceeded with some demolition. In early December 2022, members of the Adams family went to the showroom and met with Blanca Dominguez to select finish selections. The project continued to stall. In March 2023, Kevin Allbritton requested another check for \$92,552.00. Marnie Adams went to the residence and observed little progress on the project. The minimal progress was inconsistent with the money already paid. Marnie Adams contacted Sean Schwalb and Kevin Allbritton and requested documentation of labor and material costs associated with their project. Around this time, Marnie Adams discovered defects in the work performed by Schwalb Builders and ordered them to cease all work on the project. Schwalb Builders was unable to provide documentation that fully accounted for expenditures on their project. The total amount of deposits received by Schwalb Builders was \$177,829.96. On March 23, 2023, the Adams' family terminated their contract with Schwalb Builders and requested a refund. A financial analysis of Schwalb Builders bank records revealed that the difference between the amount deposited from Polly Adams' payments and documented expenses toward her project was \$143,299.64. As of the date of this Indictment, Polly Adams has not received a refund of the funds that were deposited and should have been held in trust for the purpose of her designated project.

Henning Klingenberg has a residence at [REDACTED]. In December 2022, Mr. Klingenberg contracted with Schwalb Builders, LLC to build an addition to his existing home. The contract was facilitated by Kevin Allbritton on behalf of Schwalb Builders. The quoted amount of the project was \$58,000.00. Pursuant to the contract, Mr. Klingenberg issued a check for \$14,500.00 to Schwalb Builders around January 3, 2023. In June 2023, Mr. Klingenberg learned that Schwalb Builders failed to obtain building permits for the project. Mr. Klingenberg contacted Sean Schwalb to cancel the project and obtain a refund without success. A financial analysis of Schwalb Builders bank records revealed that the difference between the amount deposited from Mr. Klingenberg's payments and documented expenses toward his project was \$13,485.00. Schwalb Builders did not perform work on Mr. Klingenberg's project, and as of the date of this Indictment, Mr. Klingenberg has not received a refund of the funds that were deposited and should have been held in trust for the purpose of his designated project.

Kevin and Noelle Collins have a residence at [REDACTED]. In January 2023, Mr. and Mrs. Collins contracted with Schwalb Builders, LLC for a home remodel. Kevin Allbritton facilitated the contract on behalf of Schwalb Builders. The quoted amount of the project was \$272,650.00. Pursuant to the contract, Mr. and Mrs. Collins paid \$95,427.50 to Schwalb Builders around February 7, 2023. Demolition proceeded later in February and Mr. and Mrs. Collins made additional payments to Schwalb Builders. The total amount of the deposits received by Schwalb Builders was \$271,596.01. In September 2023, Mr. and Mrs. Collins expressed concerns about the status of the project as their residence remained uninhabitable and little work was complete other than demolition. In October 2023, Schwalb Builders abandoned the project. A financial analysis of Schwalb Builders bank records revealed that the difference between the amount deposited from the Collins' payments and documented expenses toward their project was \$163,052.45. As of the date of this Indictment, the Collins' have not received a refund of the funds that were deposited and should have been held in trust for the purpose of their designated project.

McKenzie and Matthew Rivet have a residence located at [REDACTED]. In January 2023, the Rivets contracted with Schwalb Builders, LLC for a basement bathroom addition and bathroom remodel upstairs. Kevin Allbritton facilitated the contract on behalf of Schwalb Builders. The quoted amount of the project was \$68,050.00. Pursuant to the contract, the Rivets paid \$23,817.50 by check to Schwalb Builders around January 26, 2023. Kevin Allbritton confirmed that Schwalb Builders could accommodate the Rivet's timeline of completing the downstairs bathroom by July 2023. By August 2023, Schwalb Builders had not begun work on the downstairs bathroom, and the Rivets learned that Schwalb Builders had not obtained the necessary permits. Around August 9, 2023, the Rivets terminated their contact with Schwalb Builders and requested a refund of their

deposit. The Rivets attempted to address the issue with Kevin Allbritton and Sean Schwalb without success. A financial analysis of Schwalb Builders bank records revealed that the difference between the amount deposited from the Rivet's payments and documented expenses toward their project was \$23,593.35. As of the date of this Indictment, the Rivets have not received a refund of the funds that were deposited and should have been held in trust for the purpose of their designated project.

Pradeep Sood has a residence located at [REDACTED] [REDACTED]. In May 2023, Mr. Sood contracted with Avi's Remodeling to rebuild a sunroom. The contract was signed by Sean Schwalb and Mr. Sood. The quoted amount of the project was \$50,000.00. Pursuant to the contract, Mr. Sood made a payment to Avis's Remodeling for \$10,000.00 around June 6, 2023. In August 2023, Mr. Sood was warned about Avi's business practices, and he asked the project manager to postpone any material purchases for the project. In October 2023, Mr. Sood received an invoice from Schwalb Builders for \$15,130.00. Mr. Sood again requested that Avi's refrain from purchasing any materials for the project and requested a breakdown of all incurred costs. In November, Mr. Sood emailed Avi Schwalb requesting a refund of his deposit. Mr. Sood ultimately agreed to accept an \$8,900 refund. The check Mr. Sood received from Avi's Remodeling was not honored by the bank. A financial analysis of Schwalb Builders bank records revealed no documented expenses towards Mr. Sood's project. As of the date of this Indictment, Mr. Sood has not received a refund of the funds that were deposited and should have been held in trust for the purpose of his designated project.

John Mielke has a residence located at [REDACTED] [REDACTED]. In July 2023, Mr. Mielke contracted with Avi's Remodeling for a full basement demolition and renovation. The quoted amount of the project was \$94,300.00. Pursuant to the contract, Mr. Mielke paid \$18,860.00 by check to Avi's Remodeling. Mr. Mielke received a deposit receipt from Schwalb Builders. The payment was made around August 21, 2023. The project never started. Avi's project managers blamed the delay on the permitting process. In October 2023, Mr. Mielke discovered that a permit application was never submitted and demanded the return of his deposit on November 10, 2023. A financial analysis of Schwalb Builders bank records revealed no documented expenses towards Mr. Mielke's project. As of the date of this Indictment, Mr. Mielke has not received a refund of the funds that were deposited and should have been held in trust for the purpose of his designated project.

PHILIP J. WEISER
Attorney General



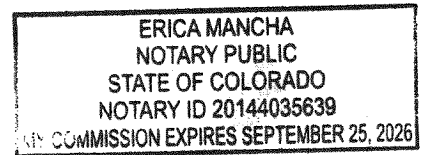
CHRISTINA DONAHUE, #55817
Senior Assistant Attorney General
Special Prosecutions Unit
Criminal Justice Section

Subscribed to before me in the City and County of Denver, State of Colorado,
this 13th day of December 2024.



Notary Public

My commission expires: 9/25/2026



The 2024-2025 Colorado Statewide Grand Jury presents the within
Indictment, and the same is hereby ORDERED FILED this _____ day of
December 2024.

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



Chief Judge Christopher J.
Baumann
Presiding Judge, Statewide Grand
Jury