

DISTRICT COURT, CITY AND COUNTY OF DENVER, COLORADO  1437 Bannock Street Denver, CO 80202 <hr/> THE PEOPLE OF THE STATE OF COLORADO,  v.  MAJOR T. MORGAN III  And  DILLON ROSENBROOK,  Defendants.	<p style="text-align: center;"><b>▲ COURT USE ONLY ▲</b></p>
PHILIP J. WEISER, Attorney General JAMES SUNSHINE, Assistant Attorney General, Reg. No. 57048 ROBERT S. SHAPIRO, First Assistant Attorney General, Reg No. 26869 1300 Broadway, 9 <sup>th</sup> Floor Denver, CO 80203 720-508-6000 <a href="mailto:james.sunshine@coag.gov">james.sunshine@coag.gov</a> <a href="mailto:rob.shapiro@coag.gov">rob.shapiro@coag.gov</a>	Grand Jury Case No.: 25CR0001  Courtroom: 259  Case No.:
<p style="text-align: center;"><b>COLORADO STATEWIDE GRAND JURY INDICTMENT</b></p>	

Of the 2025-2026 term of the Denver District Court in the year 2025; the 2025-2026 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** (Ortiz)

COUNT FOUR	THEFT - \$20,000 - \$100,000 C.R.S. 18-4-401(1)(a),(2)(h) (F4) <b>08A1G</b> (Weber)
COUNT FIVE	THEFT - \$100,000 - \$1,000,000 C.R.S. 18-4-401(1)(a),(2)(i) (F3) <b>08A1H</b> (Uskokovic and/or State Farm Mutual Automobile Insurance Corporation and/or Nationstar Mortgages LLC
COUNT SIX	THEFT - \$100,000 - \$1,000,000 C.R.S. 18-4-401(1)(a),(2)(i) (F3) <b>08A1H</b> (Casanova & Koza)
COUNT SEVEN	THEFT - \$100,000 - \$1,000,000 C.R.S. 18-4-401(1)(a),(2)(i) (F3) <b>08A1H</b> (Sager)
COUNT EIGHT	THEFT - \$20,000 - \$100,000 C.R.S. 18-4-401(1)(b),(2)(h) (F4) <b>08A1G</b> (Schumacher and/or Menlo Systems, Inc.)
COUNT NINE	THEFT - \$20,000 - \$100,000 C.R.S. 18-4-401(1)(a),(2)(h) (F4) <b>08A1G</b> (Kelley & Dearborn)
COUNT TEN	THEFT - \$20,000 - \$100,000 C.R.S. 18-4-401(1)(b),(2)(h) (F4) <b>08A1G</b> (Galipeau)
COUNT ELEVEN	THEFT - \$5,000 - \$20,000 C.R.S. 18-4-401(1)(a),(2)(g) (F5) <b>08A1F</b> (Reidel)
COUNT TWELVE	THEFT - \$20,000 - \$100,000 C.R.S. 18-4-401(1)(b),(2)(h) (F4) <b>08A1G</b> (Adams & Svezintsev)
COUNT THIRTEEN	THEFT - \$500 OR MORE – AT-RISK PERSON C.R.S. 18-6.5-103(5); 18-4-401(1) (F3) <b>1854C</b> (Kirk)

COUNT FOURTEEN	THEFT - \$100,000 - \$1,000,000 C.R.S. 18-4-401(1)(a),(2)(i) (F3) <b>08A1H</b> (Nakagaki)
COUNT FIFTEEN	THEFT - \$20,000 - \$100,000, C.R.S. 18-4-401(1)(b),(2)(h) (F4) <b>08A1G</b> (Chmielewski)
COUNT SIXTEEN	THEFT - \$20,000 - \$100,000 C.R.S. 18-4-401(1)(a),(2)(h) (F4) <b>08A1G</b> (Motarjeme)
COUNT SEVENTEEN	THEFT - \$20,000 - \$100,000 C.R.S. 18-4-401(1)(b),(2)(h) (F4) <b>08A1G</b> (Story)
COUNT EIGHTEEN	THEFT - \$20,000 - \$100,000 C.R.S. 18-4-401(1)(a),(2)(h) (F4) <b>08A1G</b> (Walker)
COUNT NINETEEN	THEFT - \$20,000 - \$100,000 C.R.S. 18-4-401(1)(b),(2)(h) (F4) <b>08A1G</b> (Marchena)
COUNT TWENTY	THEFT - \$20,000 - \$100,000 C.R.S. 18-4-401(1)(a),(2)(h) (F4) <b>08A1G</b> (Graden)
COUNT TWENTY-ONE	THEFT - \$5,000 - \$20,000 C.R.S. 18-4-401(1)(a),(2)(g) (F5) <b>08A1F</b> (Kaku)
COUNT TWENTY-TWO	THEFT - \$5,000 - \$20,000 C.R.S. 18-4-401(1)(a),(2)(g) (F5) <b>08A1F</b> (Leichner)
COUNT TWENTY-THREE	THEFT - \$20,000 - \$100,000 C.R.S. 18-4-401(1)(a),(2)(h) (F4) <b>08A1G</b> (Baga- Palfox & Wolf)

COUNT TWENTY-FOUR	THEFT - \$20,000 - \$100,000 C.R.S. 18-4-401(1)(a),(2)(h) (F4) <b>08A1G</b> (Lyons and/or Bank of America)
COUNT TWENTY-FIVE	THEFT - \$5,000 - \$20,000 C.R.S. 18-4-401(1)(a),(2)(g) (F5) <b>08A1F</b> (Leyva)
COUNT TWENTY-SIX	THEFT - \$5,000 - \$20,000 C.R.S. 18-4-401(1)(a),(2)(g) (F5) <b>08A1F</b> (Hubbard)
COUNT TWENTY-SEVEN	TAX EVASION C.R.S. 39-21-118(1) (F6) <b>40028</b>
COUNT TWENTY-EIGHT	TAX EVASION C.R.S. 39-21-118(1) (F6) <b>40028</b>
COUNT TWENTY-NINE	FILING A FALSE TAX RETURN C.R.S. 39-21-118(4) (F5) <b>40024</b>
COUNT THIRTY	FILING A FALSE TAX RETURN C.R.S. 39-21-118(4) (F5) <b>40024</b>
COUNT THIRTY-ONE	ATTEMPT TO INFLUENCE A PUBLIC SERVANT C.R.S. 18-8-306 (F4) <b>24051</b>
COUNT THIRTY-TWO	ATTEMPT TO INFLUENCE A PUBLIC SERVANT C.R.S. 18-8-306 (F4) <b>24051</b>
COUNT THIRTY-THREE	THEFT - \$5,000 - \$20,000 C.R.S. 18-4-401(1)(a),(2)(g) (F5) <b>08A1F</b> (State of Colorado)
COUNT THIRTY-FOUR	MONEY LAUNDERING C.R.S. 18-5-309(1)(b)(I) (F3) <b>12213</b>

### INDEX OF COUNTS

<b>Defendant</b>	<b>Counts Applicable</b>
Major T. Morgan, III	1-28, 34
Dillon Rosenbrook	1-4, 10, 12, 20, 27-33

### 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 January 1, 2023 through December 18, 2025, in the State of Colorado, **Major T. Morgan III and Dillon Rosenbrook**, 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 January 1, 2023 through December 18, 2025, in the State of Colorado, **Major T. Morgan III and Dillon Rosenbrook** 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 a legal entity and several individuals who conducted or supported the affairs of the named legal entity. More specifically the enterprise includes, but is not limited to, the following legal entity and individual members of the enterprise (both charged and uncharged) who conducted or supported the affairs of the legal entity:

Minimal Modular Modern Designs LLC

Model 3D, a Wyoming for profit corporation d/b/a Model Home Design (MHD) (M.H.D.), d/b/a/ Model 3D Colorado

Major T. Morgan III

Dillon Rosenbrook

Kwon Atlas

Michael West

Destiny Ruden

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

Minimal Modular Modern Designs LLC (hereinafter referred to as “M3 Designs”) was a Colorado based limited liability company that conducted general contracting services throughout the Denver, CO metropolitan area, including, but not limited to, in Boulder County in the 20<sup>th</sup> Judicial District.

Major T. Morgan III (hereinafter referred to as “Morgan”) was the owner/manager of M3 Designs and served as its registered agent. Morgan conducted the affairs of this legal entity and others while he collaborated with Dillon Rosenbrook, Kwon Atlas, Michael West, and Destiny Ruden, both as a principal and/or as a complicitor, to conduct an illicit fraud scheme for a substantial period of time.

In particular, Morgan and his business, with the key assistance of Dillon Rosenbrook, as well as Kwon Atlas, and others, solicited home and property remodel contracts. Pursuant to the illicit scheme, Morgan routinely contracted with homeowner victims, received customer deposits, and then often failed to complete any work on the project. In other instances, M3 Designs abandoned projects after performing faulty or minimal work on the residences, sometimes leaving the residences damaged. At the same time, Morgan improperly used customer funds to support his and his then-fiance, Destiny Ruden’s, lavish lifestyle. In all instances, Morgan failed to return customer funds for incomplete, abandoned, and/or defective work.

Morgan did not receive authorization from his customers regarding his misuse and conversion of their funds when he repeatedly used a set of deceptive tactics to use, conceal, or abandon money belonging to others to commit a financial fraud upon a population of contracting customers. The customers primarily resided in various communities throughout the greater Denver metropolitan area from Elbert County to Boulder County and counties in between.

As was discussed above, nearly all the consumers who were defrauded had contracted or entered into an agreement with M3 Designs for remodeling and construction projects. These

contracts and agreements led Morgan, his business and his key associates, such as Rosenbrook, to first collect and later misuse funds belonging to the customers. Pursuant to Colorado law and C.R.S. §38-22-127, the obtained 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.

Additionally, Morgan collectively earned over \$1,000,000.00 in income from M3 Designs in 2023 and 2024. At the same time, Rosenbrook, earned over \$70,000.00 from M3 Designs. Despite residing in Colorado during those fiscal years, neither Morgan nor Rosenbrook declared or paid personal income taxes on this income with the Colorado Department of Revenue, in violation of C.R.S. §39-21-118(1). Finally, Rosenbrook, who filed two tax personal income tax returns with the Colorado Department of Revenues for tax years 2023 and 2024, failed to report any income earned from M3 Designs despite attesting, under penalties of perjury, that he believed the filings to be true and correct as to every material matter, in violation C.R.S. §39-21-118(4).

### **Pattern of Racketeering Activity**

**Major T. Morgan III, Dillon Rosenbrook**, 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,

Fraud Upon the Colorado Department of Revenue, C.R.S. §39-21-118,

Attempt to Influence a Public Servant, C.R.S. §18-8-306,

and

Money Laundering, C.R.S. §18-5-309

### **Racketeering Activity**

The following Counts 3-34 and Predicate Act A serve as the acts of racketeering activity in support of Counts 1 and 2 that the above named person committed, attempted to commit, conspired to commit, or solicited, coerced, or intimidated another person to commit, consist of 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)(b),(2)(i) (F3) 08A1H**

On or about November 23, 2023 through December 18, 2025, in the State of Colorado, **Major T. Morgan III and Dillon Rosenbrook**, unlawfully, feloniously, and knowingly obtained, retained, or exercised control over a thing of value, namely: **money**, of **Desiree Ortiz and Ezra Ortiz**, 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 **Desiree Ortiz and Ezra Ortiz** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(i), C.R.S.

#### COUNT 4

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

On or about October 31, 2023 through December 18, 2025, in the State of Colorado, **Major T. Morgan III and Dillon Rosenbrook**, unlawfully, feloniously, and knowingly obtained, retained, or exercised control over a thing of value, namely: **money**, of **Justin Weber and Ali Weber**, 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 **Justin Weber and Ali Weber** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(h), C.R.S.

#### COUNT 5

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

On or about March 30, 2023 through December 18, 2025, in the State of Colorado, **Major T. Morgan III**, unlawfully, feloniously, and knowingly obtained, retained, or exercised control over a thing of value, namely: **money**, of **Alex Uskokovic and Shawna Uskokovic, and/or State Farm Mutual Automobile Insurance Corporation, and/or Nationstar Mortgages LLC ("Mr. Cooper")**, 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 **Shawna Uskokovic and Alex Uskokovic and/or State Farm Mutual Automobile Insurance Corporation, and/or Nationstar Mortgages LLC ("Mr. Cooper")** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(i), C.R.S.

#### COUNT 6

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

On or about April 27, 2023 through December 18, 2025, in the State of Colorado, **Major T. Morgan III**, unlawfully, feloniously, and knowingly obtained, retained, or exercised control over a thing of value, namely: **money**, of **Kate Casanova and Christopher Koza**, 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 **Kate Casanova and Christopher Koza** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(i), C.R.S.

### COUNT 7

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

On or about March 7, 2024 through December 18, 2025, in the State of Colorado, **Major T. Morgan III**, unlawfully, feloniously, and knowingly obtained, retained, or exercised control over a thing of value, namely: **money**, of **Nicole Sager**, 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 **Nicole Sager** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(i), 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 February 6, 2024 through December 18, 2025, in the State of Colorado, **Major T. Morgan III**, unlawfully, feloniously, and knowingly obtained, retained, or exercised control over a thing of value, namely: **money**, of **Jens Schumacher and/or Menlo Systems, Inc.**, 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 **Jens Schumacher and/or Menlo Systems, Inc.** 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)(b),(2)(h) (F4) 08A1G**

On or about December 12, 2023 through December 18, 2025, in the State of Colorado, **Major T. Morgan III**, unlawfully, feloniously, and knowingly obtained, retained, or exercised control over a thing of value, namely: **money**, of **David Kelley and Alison Dearborn**, 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 **David Kelley and Alison Dearborn** of its use or benefit; in violation of section 18-4-401(1)(b),(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 May 1, 2023 through December 18, 2025, in the State of Colorado, **Major T. Morgan III and Dillon Rosenbrook**, unlawfully, feloniously, and knowingly obtained, retained, or exercised control over a thing of value, namely: **money**, of **Craig Galipeau**, 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 **Craig Galipeau** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(h), C.R.S.

### COUNT 11

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

On or about March 1, 2024 through December 18, 2025, in the State of Colorado, **Major T. Morgan III**, unlawfully, feloniously, and knowingly obtained, retained, or exercised control over a thing of value, namely: **money**, of **Scott Reidel**, 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 **Scott Reidel** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(g), C.R.S.

### COUNT 12

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

On or about April 10, 2023 through December 18, 2025, in the State of Colorado, **Major T. Morgan III and Dillon Rosenbrook**, unlawfully, feloniously, and knowingly obtained, retained, or exercised control over a thing of value, namely: **money**, of **Henry Adams and Kristina Svezintsev**, 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 **Henry Adams and Kristina Svezintsev** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(h), C.R.S.

### COUNT 13

#### **THEFT - \$500 OR MORE – AT-RISK PERSON C.R.S. 18-6.5-103(5); 18-4-401(1) (F3) 1854C**

On or about May 12, 2023 through December 18, 2025, in the State of Colorado, **Major T. Morgan III**, unlawfully, feloniously, and knowingly obtained, retained, or exercised control over a thing of value, namely: **money**, of **James Kirk**, with the value of five hundred dollars or more, without authorization or by threat or deception, and intended to permanently deprive **James Kirk** of its use or benefit and/or knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive **James Kirk** of its use or benefit; in violation of section 18-4-401(1) and 18-6.5-103(5), C.R.S.

Further, the victim was an at-risk person, and an element or portion of the offense was committed in the presence of **James Kirk**, the victim; in violation of 18-6.5-103(5) and 18-4-401(1), C.R.S.

### COUNT 14

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

On or about August 1, 2023 through December 18, 2025, in the State of Colorado, **Major T. Morgan III**, unlawfully, feloniously, and knowingly obtained, retained, or exercised control over a thing of value, namely: **money**, of **Roy Nakagaki**, 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 **Roy Nakagaki** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(i), C.R.S.

### COUNT 15

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

On or about March 15, 2024 through December 18, 2025, in the State of Colorado, **Major T. Morgan III**, unlawfully, feloniously, and knowingly obtained, retained, or exercised control over a thing of value, namely: **money**, of **Thomas Chmielewski and Brooke Chmielewski**, 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 **Thomas Chmielewski and Brooke Chmielewski** of its use or benefit; in violation of section 18-4-401(1)(b),(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 October 1, 2023 through December 18, 2025, in the State of Colorado, **Major T. Morgan III**, unlawfully, feloniously, and knowingly obtained, retained, or exercised control over a thing of value, namely: **money**, of **Steven Motarjeme**, 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 **Steven Motarjeme** 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)(b),(2)(h) (F4) 08A1G**

On or about September 30, 2023 through December 18, 2025, in the State of Colorado, **Major T. Morgan III**, unlawfully, feloniously, and knowingly obtained, retained, or exercised control over a thing of value, namely: **money**, of **William Story**, 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 **William Story** of its use or benefit; in violation of section 18-4-401(1)(b),(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 February 1, 2024 through December 18, 2025, in the State of Colorado, **Major T. Morgan III**, unlawfully, feloniously, and knowingly obtained, retained, or exercised control over a thing of value, namely: **money**, of **Greg Walker**, 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 **Greg Walker** 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)(b),(2)(h) (F4) 08A1G**

On or about October 1, 2023 through December 18, 2025, in the State of Colorado, **Major T. Morgan III**, unlawfully, feloniously, and knowingly obtained, retained, or exercised control over a thing of value, namely: **money**, of **Alex Marchena and Suzanne Marchena**, 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 **Alex Marchena and Suzanne Marchena** of its use or benefit; in violation of section 18-4-401(1)(b),(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 October 28, 2023 through December 18, 2025, in the State of Colorado, **Major T. Morgan III and Dillon Rosenbrook**, unlawfully, feloniously, and knowingly obtained, retained, or exercised control over a thing of value, namely: **money**, of **Todd Graden and Amy Graden**, 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 **Todd Graden and Amy Graden** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(h), C.R.S.

### COUNT 21

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

On or about October 27, 2023 through December 18, 2025, in the State of Colorado, **Major T. Morgan III**, unlawfully, feloniously, and knowingly obtained, retained, or exercised control over a thing of value, namely: **money**, of **Sudheer Kaku**, 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 **Sudheer Kaku** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(g), C.R.S.

### COUNT 22

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

On or about April 8, 2024 through December 18, 2025, in the State of Colorado, **Major T. Morgan III**, unlawfully, feloniously, and knowingly obtained, retained, or exercised control over a thing of value, namely: **money**, of **Kimberly Leichner**, 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 **Kimberly Leichner** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(g), C.R.S.

### COUNT 23

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

On or about June 14, 2023 through December 18, 2025, in the State of Colorado, **Major T. Morgan III**, unlawfully, feloniously, and knowingly obtained, retained, or exercised control over a thing of value, namely: **money**, of **Danielle Baga-Palafax and Jared Wolf**, 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 **Danielle Baga-Palafax and Jared Wolf** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(h), C.R.S.

### COUNT 24

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

On or about April 24, 2023 through December 18, 2025, in the State of Colorado, **Major T. Morgan III**, unlawfully, feloniously, and knowingly obtained, retained, or exercised control over a thing of value, namely: **money**, of **Czarina Lyons and/or Bank of America**, 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 **Czarina Lyons and/or Bank of America** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(h), C.R.S.

### COUNT 25

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

On or about August 20, 2023 through December 18, 2025, in the State of Colorado, **Major T. Morgan III**, unlawfully, feloniously, and knowingly obtained, retained, or exercised control over a thing of value, namely: **money**, of **Belen Leyva**, 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 **Belen Leyva** of its use or benefit; in violation of section 18-4-401(1)(b),(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 April 30, 2024 through December 18, 2025, in the State of Colorado, **Major T. Morgan III**, unlawfully, feloniously, and knowingly obtained, retained, or exercised control over a thing of value, namely: **money**, of **Jennifer Hubbard**, 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 **Jennifer Hubbard** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(g), C.R.S.

### PREDICATE ACT A

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

On or about November 1, 2023 through December 18, 2025, in the State of Colorado, **Major T. Morgan III**, unlawfully, feloniously, and knowingly obtained, retained, or exercised control over a thing of value, namely: **money**, of **Tenley Holub**, 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 **Tenley Holub** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(h), C.R.S.

The essential facts for Counts 3 through 26 and Predicate A (which all serve as acts of racketeering activity in support of Counts 1 and 2) include, but are not limited to the following:

Ezra and Desiree Ortiz reside at a single-family home in Parker, Colorado. In the Fall of 2023, the couple was looking into getting landscaping work done on their property that would include the installation of an inground pool. In November 2023, a person representing themselves as a salesperson for M3 Designs knocked on their door and delivered a flyer for M3 Designs. The couple reached out to M3 Designs and heard back from Dillon Rosenbrook, who purported to co-own M3 Designs with Morgan. Mr. and Mrs. Ortiz and M3 Design began a series of communications that included photos of pools the representatives claimed were completed by M3 Designs but which were, in fact, photos of work done by others. At some point, Rosenbrook used a shared Christian faith with Mr. and Mrs. Ortiz, who are themselves devout Christians, as a means of gaining trust.

On December 21, 2023, Morgan and Rosenbrook met with Mr. and Mrs. Ortiz and discussed the project and expectations. At this meeting, the couple signed a contract with Major Morgan to install an inground pool. The quoted amount of the project was \$213,187.50. Mr. and Mrs. Ortiz paid M3 Designs approximately \$169,000.00 and received some work, albeit it was defective in nature. The estimated cost of the performed work was minimal. As of the date of this Indictment, Mr. and Mrs. Ortiz have not received a refund of the bulk of the funds that were deposited by Morgan and which should have been held in trust for the purpose of their designated project. The losses incurred by the Ortiz family were in excess of \$100,000.00.

Justin and Ali Weber reside at a single-family home in Highlands Ranch, Colorado. In the Fall of 2023, Mr. Weber reached out to Mile High Pools to discuss adding an inground pool to his property and spoke with Rosenbrook, who claimed to represent the company. It was later discovered that Rosenbrook did not work for Mile High Pools. After meeting with Rosenbrook in October 2023, Mr. and Mrs. Weber signed a contract with M3 Designs to install an inground pool with a quoted price of \$85,000.00. Over the course of several months, Mr. and Mrs. Weber paid Rosenbrook and Morgan approximately \$68,000.00. Rosenbrook and Morgan performed minimal work with an observation that the work that had been done was defective. As of the date of this Indictment, the Webers have not received a refund of the funds which were in excess of \$20,000.00 that were deposited and which should have been held in trust for the purpose of their designated project.

Alex Uskokovic and Shawna Uskokovic resided at a single-family home in Evans, Colorado. In November 2022, the Uskokovic's home was destroyed. The couple's home insurance company, State Farm, appraised the home's value at around \$350,000.00 and set aside sufficient funds for a total rebuild. In March 2023, they hired Morgan and M3 Designs to rebuild the home with the funds supplied by their insurer, State Farm, and their mortgage company, Nationstar Mortgages LLC ("Mr. Cooper"). Over the course of several months, Morgan asked for checks in order to complete segments of the project. These transactions totaled over \$200,000.00. Despite Morgan receiving this money, little work was completed. State Farm informed Mr. and Mrs. Uskokovic that no additional funds would be provided until they could verify that Morgan was, in fact, doing the work he was being paid to complete. An appraiser from State Farm estimated that only 44 percent of the home was completed by Morgan despite Morgan having received funds which covered approximately 80 percent of the appraised value of the home. The assessed difference between payments made and work completed was over \$100,000.00. As of the date of this Indictment, Mr. and Mrs. Uskokovic, State Farm, nor Mr. Cooper have received a refund of the funds that were deposited and which should have been held in trust for the purpose of their designated project.

Kate Casanova and Christopher Koza reside at a single-family home in Denver, Colorado. On April 27, 2023, Ms. Casanova signed a contract with Major Morgan for M3 Designs to design and build an Accessory Dwelling Unit ("ADU") on their property. The quoted amount of the project was \$151,503.00. Over the course of the next year, Ms. Casanova and Mr. Koza made payments to M3 Designs totaling over \$130,000.00. During this time, no work was done at the property. Rather, Morgan kept leading the couple to believe that the delays were due to difficulties acquiring permits and acquiring materials. On March 1, 2024, Casanova and Koza entered into a second agreement with Morgan for a basement remodel and, upon signing, made an additional \$21,000.00 payment to M3 Designs. Around May 2024, Morgan informed the couple that he had dissolved M3 Designs and had declared bankruptcy. No work was done at their property. As of the date of this Indictment, Mr. Koza and Ms. Casanova have not received a refund of the funds that were deposited by Morgan and which should have been held in trust for the purpose of their designated project.

Nicole Sager resides at a single-family home in Boulder, Colorado. On March 7, 2024, she hired M3 Designs to build an addition to her property. Over the next two months, Ms. Sager paid M3 Designs over \$100,000.00, via multiple payments, to complete the project. However, despite the payments, no work was done. As of the date of this Indictment, Ms. Sager has not received a refund of the funds that were deposited and should have been held in trust for the purpose of their designated project.

Jens Schumacher is the general manager of Menlo Systems, Inc., which has a location at a commercial property in Boulder, Colorado. On February 6, 2024, Mr. Schumacher signed a contract with M3 Designs to do work on the commercial property. The quoted cost of the project was \$57,387.35. Over the next three months, Mr. Schumacher paid M3 Designs over \$20,000.00 towards the project. Around May 2024, he received an email from Morgan stating that M3 Designs was dissolved and that he (Morgan) had declared personal bankruptcy. No work was ever done on Mr. Schumacher's project. As of the date of this Indictment, neither Mr. Schumacher nor Menlo Systems, Inc. have received a refund of the funds that were deposited and which should have been held in trust for the purpose of their designated project.

David Kelley and Alison Dearborn reside at a single-family home in Boulder, Colorado. On December 22, 2023, Ms. Dearborn signed a contract with M3 Designs for a kitchen remodel. The quoted amount of the project was \$51,556.64. Between December 2023 and May 2024, Mr. Kelley and Ms. Dearborn made over \$20,000.00 in payments to M3 Designs. However, despite these payments, no work was completed on their property. Around May 2024, they were informed by Morgan that he had dissolved M3 Designs and declared personal bankruptcy. As of the date of this Indictment, Mr. Kelley and Ms. Dearborn 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.

Craig Galipeau resides at a single-family home in Denver, Colorado. On April 30, 2024, Mr. Galipeau was contacted by Rosenbrook, who stated that he represented "model 3d." Later, Mr. Galipeau met with Morgan and Rosenbrook to discuss a proposal to build a pool on his property. Mr. Galipeau signed a contract with Model 3D on that date with a quoted amount of approximately \$90,869.00, and issued a \$28,000.00 check to Model 3D as a down payment. Shortly after the contract was signed, Rosenbrook informed Mr. Galipeau that he was leaving the state of Colorado for personal reasons and was handing the project off to Morgan, who subsequently, also, left the state of Colorado and declared personal bankruptcy. No work was completed on the project. As of the date of this Indictment, Mr. Galipeau has not received a refund of the funds that were deposited and should have been held in trust for the purpose of their designated project.

Scott Reidel resides at a single-family home in Brighton, Colorado. In March 2024, Mr. Reidel entered into an agreement with Morgan and M3 Designs to install a patio and do landscaping work on his property. Mr. Reidel paid M3 Designs over \$10,000.00 towards the project. Despite his payment, no work was ever done on his property. As of the date of this Indictment, Mr. Reidel has not received a refund of the funds that were deposited and should have been held in trust for the purpose of their designated project.

Henry Adams and Kristina Svezintsev reside at a single-family home in Littleton, Colorado. Mr. Adams and Ms. Svezintsev met with Morgan and Rosenbrook at church, where they discussed their shared faith and a pool installation at the Adams/Svezintsev property. By April 10, 2025, Mr. Adams and Ms. Svezintsev entered an agreement with M3 Designs to design and build a pool on their property and paid M3 Designs over \$40,000.00 towards the project. Around May 2024, Morgan informed them that he had dissolved M3 Designs and had declared personal bankruptcy. Additionally, Rosenbrook stopped communicating with the couple. Little to no work on this project was completed by M3 Designs. As of the date of this Indictment, Mr. Adams and Ms. Svezintsev 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.

James Kirk is over 80 years old and resides in Castle Rock, Colorado. On May 12, 2023, James signed a contract with Morgan and M3 Designs to build a porch cover. The contract was signed in person. The quoted amount of the project was approximately \$2,500.00. Per the agreement, Mr. Kirk paid M3 Designs over \$500.00. Despite this payment, no work was done. As of the date of this Indictment, Mr. Kirk has not received a refund of the remaining funds that were deposited and should have been held in trust for the purposes of their designated project.

Roy Nakagaki resides at a single-family home in Parker, Colorado. In August 2023, Mr. Nakagaki entered into an agreement with Morgan and M3 Designs to build an inground pool on his property. The quoted amount of the project was over \$200,000.00. Mr. Nakagaki paid M3 Designs over \$160,000.00 in multiple payments towards the project. However, despite these payments, Morgan and M3 Designs did less than \$60,000.00 worth of work on Mr. Nakagaki's project. As of the date of this Indictment, Mr. Nakagaki has not received a refund of the funds that were deposited and should have been held in trust for the purpose of their designated project.

Thomas and Brooke Chmielewski reside at a single-family home in Erie, Colorado. On March 15, 2024, the Chmielewskis hired Morgan and M3 Design to perform landscaping work. The quoted cost of the project was over \$42,000. The Chmielewskis paid M3 Designs over \$35,000.00 towards the project. Despite these payments, M3 Designs completed around \$10,000.00 worth of work, leaving an outstanding balance of over \$20,000.00 which had been paid by the customers. When approached by Erie Police, Morgan stated that he would refund the money to the Chmielewskis. As of the date of this Indictment, the Chmielewskis have not received a refund of the remaining funds that were deposited and should have been held in trust for the purpose of their designated project.

Steven Motarjeme owns a single-family home in Castle Rock, Colorado. In October and November 2023, Mr. Motarjeme signed two contracts with Morgan and M3 Designs for a home remodel, a pool installation, and a landscaping project. The quoted amount of the projects was over \$280,000.00. Mr. Motarjeme paid M3 Designs \$170,000.00 towards the project, for which approximately \$110,000.00 worth of work was completed. In January 2024, Mr. Motarjeme confronted Morgan and Kwon Atlas, whom Morgan introduced as his business partner. During this meeting, Mr. Motarjeme told Morgan and Atlas that they were not permitted to use money he (Mr. Motarjeme) had deposited for the benefits of his own project for unrelated construction projects. Atlas responded to Mr. Motarjeme by stating that he “can’t tell us how to run our business.” Atlas later sent text messages to subcontractors about the importance of “sticking together.” As of the date of this Indictment, Mr. Motarjeme has not received a refund of the funds that were deposited and should have been held in trust for the purpose of their designated project.

William Story resides at a single-family home in Palmer Lake, Colorado. On September 30, 2023, Mr. Story signed a contract with Morgan and M3 Designs to remodel his home. The quoted amount of the project was over \$47,000.00. Per the agreement and by request of Morgan, Mr. Story paid M3 Designs over \$40,000.00. Despite this, M3 Designs did little to no work on the project. As of the date of this Indictment, Mr. Story has not received a refund of the funds that were deposited and should have been held in trust for the purpose of their designated project.

Greg Walker resides at a single-family home in Highlands Ranch, Colorado. In February 2024, Mr. Walker signed a contract with M3 Designs and Morgan to remove and replace his existing deck, as well as to provide landscaping services for his backyard. The quoted amount of the project was \$45,000.00. In February and March 2024, Mr. Walker paid M3 Designs approximately \$38,000.00 towards the project. However, no work was completed beyond a design which was valued at \$1,500.00. As of the date of this Indictment, Mr. Walker has not received a refund of the funds that were deposited and should have been held in trust for the purpose of their designated project.

Alex and Suzanne Marchena reside at a single-family home in Castle Rock, Colorado. On October 4, 2023, they signed a contract with M3 Designs to complete the landscaping of their new home with a quoted amount of \$63,529.00. Mr. and Mrs. Marchena paid M3 Designs around \$50,000. Between October 2023 and May 2024, Morgan and M3 Designs did less than \$30,000.00 worth of work. Over the duration of the project, Morgan failed to acquire work permits from Castle Rock or Douglas County, and failed to obtain approval from the local Homeowners Association (“HOA”), in violation of the contract. As of the date of this Indictment, Mr. and Mrs. Marchena 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.

Todd and Amy Graden reside at a single-family home in Denver, Colorado. In the fall of 2023, Mr. Graden spoke with Rosenbrook, whom he believed worked for Mile High Pools. After learning that the Gradens wished to install an inground pool as well as landscaping, Rosenbrook introduced Mr. Graden to Morgan. Sometime following this introduction, Mr. and Mrs. Graden contracted with M3 Designs for an inground pool, a cement patio, a fence installation, as well as landscaping work. The quoted amount of the projects was \$55,000.00. Mr. and Mrs. Graden paid M3 Designs over \$40,000.00 in multiple installments towards the project. In all, M3 Designs spent around half of that amount on the project, leaving a remaining balance of over \$20,000.00 which was paid by Mr. and Mrs. Graden for the project. As of the date of this Indictment, Mr. and Mrs. Graden have not received a refund of the remaining funds that were deposited and should have been held in trust for the purpose of their designated project.

Sudheer Kaku resides at a single-family home in Castle Rock, Colorado. In the Fall of 2023, Mr. Kaku and his wife met with Morgan to discuss a landscaping job for their property. On October 16, 2023, he signed a contract with M3 Designs. The quoted amount of the project was \$95,000.00. Mr. Kaku paid M3 Designs over \$56,000.00 towards the project, for which he received around \$30,000.00 worth of work. As of the date of this Indictment, Mr. Kaku has not received a refund of the remaining funds that were deposited and should have been held in trust for the purpose of their designated project.

Kimberly Leichner resides at a single-family home in Arvada, Colorado. In April 2024, Ms. Leichner signed a contract with M3 Designs for landscape improvements. The quoted amount of the project was \$30,215.50. In May 2024, Morgan dissolved M3 Designs and declared personal bankruptcy. Between April 8, 2024 and June 1, 2024, Ms. Leichner paid M3 Designs over \$20,000.00 towards the project and only received around \$8,000.00 in improvements, with a difference of over \$5,000.00. As of the date of this Indictment, Ms. Leichner has not received a refund of the remaining funds that were deposited and should have been held in trust for the purpose of their designated project.

Danielle Baga Palafox and Jared Wolf reside at a single-family home in Littleton, Colorado. In June 2023, Ms. Baga Palafox and Mr. Wolf hired Morgan and M3 Designs for a landscaping project. The quoted amount of the project was \$30,684.29. Per the agreement and at the request of Morgan, Ms. Baga Palafox and Mr. Wolf paid M3 Designs just under \$30,000.00. However, Morgan and M3 Designs did little work on their project, leaving a remaining balance of over \$20,000.00. As of the date of this Indictment, Ms. Baga Palafox and Mr. Wolf have not received a refund of the remaining funds that were deposited and should have been held in trust for the purposes of their designated project.

Czarina Lyons resides at a single-family home in Denver, Colorado. In April 2023, Ms. Lyons signed a contract with Morgan and M3 Designs for a home remodel. The quoted amount of the project was \$51,971.60. Between April and August 2023, Ms. Lyons paid M3 Designs just under \$50,000.00. No work was completed on Ms. Lyons's property. As of the date of this Indictment, Ms. Lyons has received only a partial \$17,000.00 refund from M3 Designs. Bank of America refunded her the remaining amount, though it had no association with M3 Designs or Morgan. As of the date of this Indictment, the remaining funds deposited, totaling over \$20,000.00, that should have been held in trust for the purpose of their designated project, have not been refunded to either Ms. Lyons or to Bank of America.

Belen Leyva resides at a single-family home in Commerce City, Colorado. In August 2023, Ms. Leyva met with Morgan, who presented a design and sales pitch for building a new garage for her property. She signed a contract with him and M3 Designs on August 20, 2023. The quoted amount of the project was \$29,500.00. Between August and February 2024, Ms. Leyva paid M3 Designs over \$24,000.00 towards the project. Little work was ever produced by Morgan or M3 Designs. However, through an attorney, she was able to recoup \$12,000.00. As of the date of this Indictment, Ms. Leyva has not received a refund of the remaining funds that were deposited and should have been held in trust for the purpose of their designated project.

Jennifer Hubbard owns a rental property in Denver, Colorado. On April 30, 2024, she signed a contract with M3 Designs for the firm to repair her property's foundation. The quoted amount of the project was \$38,026.50. Pursuant to their agreement, Ms. Hubbard issued a check to M3 Designs for \$19,013.25 on the day of signing the contract. In May 2024, Morgan dissolved M3 Designs and declared personal bankruptcy. In the three weeks between contracting with Ms. Hubbard and dissolution, M3 Designs conducted little work, leaving a balance of over \$5,000.00. As of the date of this Indictment, Ms. Hubbard has not received a refund of the funds that were deposited and should have been held in trust for the purpose of their designated project.

Tenley Holub is the owner of Spray, a tanning salon located in Castle Rock, Colorado. In November 2023, she reached out to M3 Designs and met with its owner, Morgan, to discuss a commercial buildout for the salon. Ms. Holub signed a contract with M3 Designs on November 6, 2023. The quoted amount of the project was \$47,112.50. Ms. Holub paid M3 Designs over \$30,000.00 between November 2023 and May 2024. Despite this, Morgan and M3 Designs did little to no work on the project. As of the date of this Indictment, Ms. Holub has 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 27**

**TAX EVASION, C.R.S. 39-21-118(1) (F6) 40028**

On or about January 1, 2023 through October 15, 2024, in the State of Colorado, **Major T. Morgan III and Dillon Rosenbrook**, unlawfully, feloniously, and willfully attempted to evade or defeat a tax administrated by the Colorado Department of Revenue, or the payment thereof, namely income tax for tax year 2023, in violation of section 39-21-118(1), C.R.S.

**COUNT 28**

**TAX EVASION, C.R.S. 39-21-118(1) 40028**

On or about January 1, 2024 through October 15, 2025, in the State of Colorado, **Major T. Morgan III and Dillon Rosenbrook**, unlawfully, feloniously, and willfully attempted to evade or defeat a tax administrated by the Colorado Department of Revenue, or the payment thereof, namely income tax for tax year 2024, in violation of section 39-21-118(1), C.R.S.

**COUNT 29**

**FILING A FALSE RETURN, C.R.S. 39-21-118(4) (F5) 40024**

On or above July 16, 2024, in the State of Colorado, **Dillon Rosenbrook**, unlawfully, feloniously, and willfully made and subscribed a return, statement, or other document, which contained or was verified by a written declaration that it was made under the penalties of perjury, and which the defendant did not believe to be true and correct as to every material matter; in violation of section 39-21-118(4), C.R.S.

**COUNT 30**

**FILING A FALSE RETURN, C.R.S. 39-21-118(4) (F5) 40024**

On or about September 26, 2025, in the State of Colorado, **Dillon Rosenbrook**, unlawfully, feloniously, and willfully made and subscribed a return, statement, or other document, which contained or was verified by a written declaration that it was made under the penalties of perjury, and which the defendant did not believe to be true and correct as to every material matter; in violation of section 39-21-118(4), C.R.S.

### COUNT 31

#### **ATTEMPT TO INFLUENCE A PUBLIC SERVANT, C.R.S. 18-8-306 (F4) 24051**

On or about July 16, 2024 through July 24, 2024, in the state of Colorado, **Dillon Rosenbrook** unlawfully and feloniously attempted to influence **Heidi Humphreys, Executive Director of the Colorado Department of Revenue, and/or any of her employees, agents or designees at the Colorado Department of Revenue**, a public servant, by means of deceit, with the intent thereby to alter or affect the public servant's decision, vote, opinion, or action concerning a matter which was to be considered or performed by the public servant or the agency or body of which the public servant was a member; in violation of section 18-8-306, C.R.S.

### COUNT 32

#### **ATTEMPT TO INFLUENCE A PUBLIC SERVANT, C.R.S. 18-8-306 (F4) 24051**

On or about September 26, 2025 through December 3, 2025, in the state of Colorado, **Dillon Rosenbrook** unlawfully and feloniously attempted to influence **Heidi Humphreys, Executive Director of the Colorado Department of Revenue and/or any of her employees, agents or designees at the Colorado Department of Revenue**, a public servant, by means of deceit, with the intent thereby to alter or affect the public servant's decision, vote, opinion, or action concerning a matter which was to be considered or performed by the public servant or the agency or body of which the public servant was a member; in violation of section 18-8-306, C.R.S.

### COUNT 33

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

On or about July 16, 2024 through December 3, 2025, in the State of Colorado, **Dillon Rosenbrook**, unlawfully, feloniously, and knowingly obtained, retained, or exercised control over a thing of value, namely: **money, of the State of Colorado**, 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 **the State of Colorado** of its use or benefit; in violation of section 18-4-401(1)(b),(2)(g), C.R.S.

The essential facts for Counts 27 through 33 (which are also acts of racketeering activity in support of Counts 1 and 2) includes, but are not limited to the following:

Major T. Morgan III failed to file income tax returns and did not remit income tax owed to the State of Colorado for tax years 2023 and 2024, despite residing in Colorado and earning income during those years. In total, Morgan earned over \$1,000,000.00 in taxable income during

these years and he attempted to evade or defeat by failing any portion of that income tax to the detriment of the State of Colorado.

In 2023 and 2024, Dillon Rosenbrook received approximately an aggregate amount of income in excess of \$70,000.00, from M3 Designs while residing and working in the state of Colorado. In those two tax years, Rosenbrook did file tax returns with the Colorado Department of Revenue where he attested, under penalty of perjury, that the filings were true and correct as to every material matter. Despite this attestation, Rosenbrook failed to declare any of this income from M3 Designs in those tax years. As a result of failing to declare this income, Rosenbrook used deceit in an attempt to influence the actions or decisions of public servants at the Colorado Department of Revenue so that he could claim and collect approximately \$10,000.00 in child tax credits that he received by two checks from the State of Colorado. Had he declared his income from M3 Designs, Rosenbrook would not have been eligible to receive the full amount of the additional tax credits. Furthermore, as was observed with Morgan, the willful acts which were committed by Rosenbrook constituted his attempt to evade or defeat Colorado's ability to collect state income tax which he was legally obligated to pay.

#### **COUNT 34**

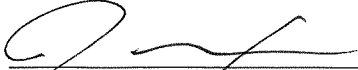
#### **MONEY LAUNDERING, C.R.S. 18-5-309(1)(b)(I) (F3) 12213**

On or about April 1, 2023 through June 1, 2024, in the State of Colorado, **Major T. Morgan III**, unlawfully and feloniously transported, transmitted, or transferred a monetary instrument or moneys, with the intent to promote the commission of a criminal offense; in violation of section 18-5-309(1)(b)(I), C.R.S.

The essential facts for Count 34 (which is also an act of racketeering activity in support of Counts 1 and 2) include, but are not limited to the following:

The various customer funds which were required by Colorado statute to be held in trust by Morgan were deposited into multiple bank accounts and then later were either transferred to one or more others accounts or spent on a purpose other than in support of the customer's designated project. The relevant bank accounts at issue were controlled by Major T. Morgan III, as well as others who are unnamed. These transfers and expenditures included, at least in part, proceeds of multiple thefts from customers. Further, the seemingly random pattern to the transfers and expenditures demonstrate that they were designed, in whole or in part, to promote the commission of the thefts by better ensuring that the customer funds were more difficult to trace.

PHILIP J. WEISER  
Attorney General

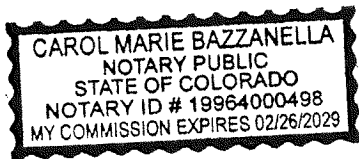


JAMES SUNSHINE, #57048  
Assistant Attorney General  
Special Prosecutions Unit  
Criminal Justice Section

Subscribed to before me in the City and County of Denver, State of Colorado,  
this 18<sup>th</sup> day of December 2025.


  
Notary Public

My commission expires: 2-26-2029



The 2025-2026 Colorado Statewide Grand Jury presents the within Indictment, and  
the same is hereby ORDERED FILED this 18<sup>th</sup> day of December 2025.

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

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