

<p>DISTRICT COURT, DENVER CITY AND COUNTY, COLORADO 1437 Bannock Street Denver, Colorado 80202</p>	<p>DATE FILED April 22, 2026 9:23 AM FILING ID: F2C95447D6973 CASE NUMBER: 2026CV31451</p>
<p>PHILIP J. WEISER, COLORADO ATTORNEY GENERAL, in his official capacity,</p> <p>Plaintiff,</p> <p>v.</p> <p>LINDSAY SALAS,</p> <p>Defendant.</p>	<p>▲ COURT USE ONLY ▲</p>
<p>Attorneys for Plaintiffs: PHILIP J. WEISER Attorney General Brady J. Grassmeyer, #47479* Senior Assistant Attorney General Conor A. Kruger, #54111* Elizabeth Orem, #58309* Assistant Attorneys General 1300 Broadway, 9th Floor Denver, CO 80203 (720)508-6202 (720)508-6040 Fax *Counsel of Record</p>	<p>Case No.:</p> <p>Div.:</p>
<p style="text-align: center;">COMPLAINT</p>	

Plaintiff, Philip J. Weiser, Attorney General for the State of Colorado (“Attorney General”), in his official law enforcement capacity, alleges as follow:

I. Parties

1. Philip J. Weiser is the Attorney General of the State of Colorado and is authorized under Colo. Rev. Stat. section § 6-1-103 to enforce the Colorado Consumer Protection Act and the Colorado Charitable Solicitations Act.

2. Lindsay Salas, the Defendant, is an individual who resides in Northglenn, Colorado.

II. Jurisdiction and Venue

3. The Court has subject-matter jurisdiction over this matter and personal jurisdiction over the Defendant because the actions giving rise to the Attorney General's claims took place, in part, in the City and County of Denver.

4. Because "a portion of a transaction involving an alleged deceptive trade practice occurred in" the City and County of Denver, venue is appropriate in this Court. § 6-1-103, C.R.S.

III. Factual Allegations

5. CASA of Adams & Broomfield Counties is a Colorado-based non-profit whose charitable mission is to recruit, train, and supervise community volunteers who serve as advocates for abused and neglected children involved in the court system through no fault of their own.

6. The acronym CASA stands for "court-appointed special advocates." CASA of Adams & Broomfield Counties (hereinafter "CASA A&B") is one of many CASA chapters across the state that provide valuable public services to Coloradans. Each chapter, however, is a distinct legal entity that operates independently.

7. Like many nonprofits, CASA A&B advances its charitable mission by providing charitable programming. CASA A&B provides only one type of programming—organizing volunteers to provide direct advocacy on behalf of children. Volunteers for CASA A&B provide that advocacy in court, in education settings, or in any other situation where children need support.

8. Defendant began working for CASA A&B in August 2013. In April 2015, she was promoted to executive director at CASA A&B.

9. As the executive director, Defendant was involved in all aspects of the organization including managing operations, supervising staff, carrying out the organization's charitable programming, interacting with donors, interacting with board members, and soliciting contributions from donors.

10. As part of these job responsibilities, she interacted with CASA A&B's top donors, a group of individual benefactors that had lengthy relationships with the organization and provided significant monetary contributions to the organization every year.

11. In or around 2021, one of these top donors offered to pay for Defendant to pursue a graduate school education. This top donor and Defendant discussed how

Defendant getting her master's degree would benefit CASA A&B by allowing her to elevate the organization's charitable programming and expand the services that the organization could provide. Defendant had similar conversations about the benefits of her receiving a master's degree with other employees and board members at CASA A&B.

12. After researching various graduate school programs, Defendant enrolled in the University of Denver to pursue her master's degree in business administration. Defendant enrolled in the University of Denver in 2022.

13. Defendant and the top donor who agreed to pay for her tuition never entered into a written agreement formalizing his commitment or outlining how he would pay for Defendant's tuition.

14. Defendant received invoices for her tuition from the University of Denver. She submitted those invoices to CASA A&B, who then would pay the invoice to the University of Denver. CASA A&B then would send an invoice for the same amount to the top donor, who would reimburse CASA A&B for the amount that it paid to the University of Denver for Defendant's tuition.

15. The Board of Directors of CASA A&B approved Defendant's choice to pursue the master's program at the University of Denver and the arrangement to have the top donor pay for her tuition.

16. At some point in 2023, Defendant received a scholarship from the University of Denver for \$5,000. That scholarship was credited to her student account at the University of Denver, but because Defendant fully paid her tuition through the reimbursement process explained in paragraph 14, Defendant's student account had a surplus of the amount of the scholarship, or \$5,000.

17. In January 2024, the University of Denver transferred the surplus to Defendant directly. Defendant first tried to return this money to be used for a future invoice but eventually spent the money for personal purposes.

18. Now aware that the University of Denver would refund any surplus in her student account to Defendant directly, Defendant began altering invoices that she submitted to CASA A&B. From 2023 to 2024, Defendant submitted three altered invoices to CASA A&B, each time increasing the amount due to the University of Denver.

19. CASA A&B paid these altered invoices just as it paid the legitimate invoices and invoiced the top donor just like it would for the legitimate invoices. The top donor paid the reimbursement for the altered invoices just as he had paid the

legitimate invoices. Because these altered invoices resulted in overpayments to the University of Denver, the University refunded the surplus amounts directly to Defendant.

20. Eventually, Defendant stopped altering invoices and started creating invoices out of thin air. From 2023 to 2024, in addition to the altered invoices, Defendant submitted three completely fraudulent invoices to CASA A&B when she did not have any tuition due from the University of Denver. Each fraudulent invoice was for approximately \$19,900.

21. CASA A&B relied on Defendant's representations that the invoices she submitted were legitimate. CASA A&B paid the fraudulent invoices to the University of Denver and the top donor reimbursed CASA A&B for the payment of the invoices. Each time, the University of Denver reimbursed Defendant directly for her tuition overpayments.

22. In total, across the altered invoices and fraudulent invoices, the Attorney General believes that Defendant received approximately \$99,000 paid to her directly. Defendant used this money for personal purposes.

IV. Claims For Relief

First Claim for Relief

Violation of CSSA (§ 6-16-111(1)(g), C.R.S.)

23. The Attorney General incorporates all paragraphs above as if fully set forth below.

24. A person violates the Colorado Charitable Solicitations Act ("CSSA") if they obtain money, property or services by means of a false or fraudulent pretense, representation, or promise, in the course of a solicitation. § 6-16-111(1)(g), C.R.S.

25. By repeatedly submitting altered and fraudulent invoices to CASA A&B, Defendant knowingly misled CASA A&B and the top donor who agreed to pay for her tuition.

26. Defendant repeatedly solicited the tuition payments from CASA A&B and the top donor by falsely representing that the money would be used to support her tuition, and not to pay for her personal expenses.

27. The money that the top donor paid to CASA A&B, which was unlawfully diverted to Defendant for the altered or fraudulent invoices, constituted "contributions" within the meaning of the CSSA because it was given in response to

Defendant's solicitation and was meant to support CASA A&B. *See* § 6-16-103(5), C.R.S. (defining "contribution").

28. Violating the CSSA is also a violation of the CCPA. *See* § 6-1-105(1)(hh), C.R.S. Defendant is thus also liable for injunctive relief, restitution, attorney's fees, and civil penalties under the CCPA.

29. Defendant's unlawful conduct caused harm to CASA A&B and the top donor who agreed to reimburse her tuition.

30. Defendant's conduct has also caused harm to nonprofit organizations across Colorado by eroding the confidence that donors require in order to trust that charitable donations will be used for charitable purposes. *See* § 6-16-102 (the General Assembly recognizes that "the goodwill and confidence of contributors continually being undermined by the practices of unscrupulous solicitors.").

V. Relief Requested

WHEREFORE, Plaintiff prays for judgment against the Defendant and the following relief:

- A. An order declaring Defendant's above-described conduct to be in violation of the Colorado Charitable Solicitations Act and Colorado Consumer Protection Act. § 6-16-111, C.R.S.; § 6-1-105(1)(hh), C.R.S.
- B. An order permanently enjoining Defendant from engaging in any unfair or deceptive trade practice as defined in and proscribed by the CSSA or CCPA, and as set forth in this Complaint.
- C. An order for restitution for harmed consumers.
- D. An order for disgorgement of Defendant's unjustly earned revenues.
- E. An order requiring Defendant to pay civil penalties pursuant to § 6-1-112, C.R.S.
- F. An order requiring Defendant to pay the costs and expenses of this action incurred by the Attorney General.

- G. Enter the attached stipulated consent judgment as an order of the Court;¹
- H. Any such further orders as the Court may deem just and proper to effectuate the purposes of the CSSA and CCPA.

Respectfully submitted this 22nd day of April, 2026.

PHILIP J. WEISER,
Colorado Attorney General, by:

/s/ Brady J. Grassmeyer
Brady J. Grassmeyer, #47479*
Senior Assistant Attorney General
Conor A. Kruger, #54111*
Elizabeth Orem, #58309*
Assistant Attorneys General

¹ The parties have fully resolved the Attorney General's claims as outlined in the stipulated consent judgment which is being filed simultaneously with this complaint.