

<p>County Court, City and County of Denver, Colorado Lindsey-Flanigan Courthouse, Room 160 520 W. Colfax Ave. Denver, CO 80204</p> <hr/> <p>Plaintiff: The People of the State of Colorado</p> <p>Defendant: Tilo David Lopez JR 03/28/1967</p> <hr/>	<p style="text-align: center;">▲ COURT USE ONLY ▲</p> <hr/> <p>Case Number:</p> <p>Div: Criminal Ctrm</p>
<p>SUPPORTING AFFIDAVIT FOR AT LARGE ARREST WARRANT</p>	

I, DAVID A Dawson, of lawful age do swear upon my oath to the facts set forth below and on eight continuation page(s):

Your affiant, DAVID A Dawson, an Investigator for the Denver District Attorney’s Office, Economic Crime Unit was assigned to investigate allegations of **CRIMINAL EXPLOITATION - AT-RISK PERSON, in violation of 18-6.5-103(7.5)(a),(b); CRIMINAL EXPLOITATION - AT-RISK PERSON, in violation of 18-6.5-103(7.5)(a),(b);** by **TILO DAVID LOPEZ JR** against [REDACTED] and [REDACTED] on DA Case Number **2021ECU00109**.

On or about October 21, 2021, Attorney at Law, Thomas R. Ripp, from the law firm of Boatright, Ripp & Lusk, LLC, on behalf of [REDACTED] and [REDACTED] filed a complaint with the Denver District Attorney’s Office. Ripp alleged that Tilo Lopez and his company Remodeling Specialists LLC, committed fraud in the inducement as well as criminal exploitation of at-risk individuals.

From a review of the initial report, I learned that [REDACTED] and [REDACTED] reside at [REDACTED] Tejon Street in the City and County of Denver and the State of Colorado.

On April 6, 2022, I spoke with [REDACTED] who said that they had known Tilo Lopez for a long time and that they knew him because he was a frequent customer at their restaurant, [REDACTED] located at [REDACTED] 44th Avenue in Denver. [REDACTED] said that Lopez had been coming to their restaurant with his mother since he was very young and continued as he grew up and then he became a minister. [REDACTED] said that Lopez was involved with their grandchildren in different activities as well. The [REDACTED] also knew that Lopez was a youth pastor at the Forge Denver Church that meets at the Arvada North Middle School for church services. [REDACTED] said that Lopez often spoke of his business and himself as a general contractor. [REDACTED] said that she and her husband trusted Tilo Lopez completely, because they knew him from his many visits at their restaurant and even more so because they knew he was a minister.

The [REDACTED] discussed their desire to remove the house on their property located at [REDACTED] Tejon Street in Denver and build a duplex which would be occupied on one side by a tenant and the other side would be the home of their daughter so she would be close to assist them because of each of their respective ages.

Lopez told [REDACTED] and [REDACTED] that he would act as the general contractor and provided them with a scope of work bid for the project at [REDACTED] Tejon Street totaling \$995,000.00.

Lopez had told her that she was going to be getting a loan for \$1,000,000.00 for the project. Lopez subsequently arranged for the [REDACTED] to obtain a loan in the amount of \$1,000,000.00, from a non-bank lender, [REDACTED] and his company [REDACTED], registered limited partnership.

[REDACTED] said that when they closed on the loan, Lopez drove them to the closing. [REDACTED], a Denver attorney was there. They believed he was representing them, and they only found out at the closing that he was representing [REDACTED]. [REDACTED] was also there, and they had never met or known of him prior to the actual closing. [REDACTED] is a real estate broker who owns [REDACTED].

[REDACTED] was asked who [REDACTED] was, and she said that he was a loan broker that Lopez introduced to her, and he was the one with Lopez when they told her that she and her husband would qualify for the \$1,000,000.00 loan.

[REDACTED] said that [REDACTED] and [REDACTED] insisted the [REDACTED] pledge the following properties as collateral for a loan in the amount of \$1,000,000.00.

[REDACTED] Wadsworth Boulevard in Lakewood, Colorado
[REDACTED] Stuart Street in Westminster, Colorado
[REDACTED] Harlan Street in Lakewood, Colorado

[REDACTED] said at the closing, they learned that the amount of the loan was \$520,000.00, and not the \$1,000,000.00, that Lopez verbally told them they would be getting the loan for. They went ahead, because they believed Tilo Lopez was trustworthy.

The loan closed at [REDACTED] located at [REDACTED] Street in Denver Colorado on or about July 15, 2020. The disbursement of funds in the amount of \$520,000.00, was made on July 20, 2020. These funds were to be utilized for the construction project at [REDACTED] Tejon Street in Arvada, Colorado.

At the time the loan was closed, [REDACTED] was 71 years old, and [REDACTED] was 74 years old.

After the loan closed, Lopez contacted [REDACTED] and insisted that the electrical wiring and components at [REDACTED] and [REDACTED] Wadsworth Boulevard in Lakewood, Colorado be upgraded, something that was not a prerequisite or specified in the pre-loan or post-closing information Lopez provide to [REDACTED] or [REDACTED]. These properties were part of the security for the loan for \$520,000.00.

First Project: [REDACTED] Tejon Street, City and County of Denver, State of Colorado (Theft Count One)



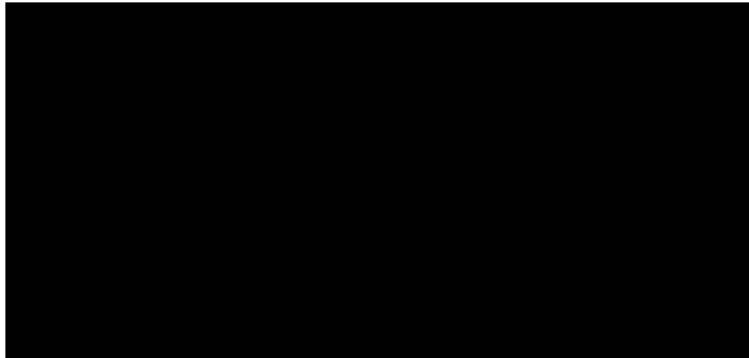
On or about March 17, 2020, Lopez had presented [REDACTED] and [REDACTED] with a five-page Remodeling Specialists, Scope of Work dated March 17, 2020, titled Proposal For Abatement and Build Out, in the amount of \$995,000.00, for the property located at [REDACTED] Tejon Street, Denver, Colorado. The actual abatement and build out was for the property located at [REDACTED] Tejon Street, a location within the City and County of Denver and the State of Colorado, not [REDACTED] Tejon Street.

Payments to the contractor were listed as follows: $\frac{1}{2}$ required before project begins, $\frac{1}{4}$ is due when $\frac{3}{4}$ of the project is finished and $\frac{1}{4}$ when the project is completed. Neither the [REDACTED] nor Tilo Lopez signed this document.

On or about July 24, 2020, [REDACTED] wrote check number [REDACTED] drawn on the account of [REDACTED] and [REDACTED] at [REDACTED], made payable to Remodeling Specialists, LLC in the amount of \$250,000.00 and personally handed the check to Tilo Lopez at her residence, [REDACTED] Tejon Street in Denver. On the "For" line [REDACTED] wrote, [REDACTED] Tejon Street.

On or about July 24, 2020, Lopez, deposited check number [REDACTED] in the amount of \$249,996.05, into the account of Remodeling Specialists at the [REDACTED] Arvada branch located at, [REDACTED] Sheridan Boulevard in Arvada, Colorado.

During the course of the investigation, I obtained a court order for the production of records from [REDACTED] [REDACTED] for both the account of Remodeling Specialists, LLC and the personal checking account of Tilo David Lopez. From a review of these records, your affiant learned that the balance of the account immediately prior to the deposit of check [REDACTED] on June 24, 2020, was -\$34.39. Your affiant was able to locate checks totaling \$60,308.00 that were made payable to subcontractors for work on the project at [REDACTED] Tejon Street in Denver for the years of 2020 and 2021.



On July 24, 2020, after the deposit of \$249,996.00 the balance of the account of Remodeling Specialists LLC was \$249,961.66 and the balance of the account of December 31, 2021, was -\$108.30. This included the withdrawal of the entire amount of the \$249,996.00 deposit and any subsequent deposit.

[REDACTED] was asked if check number [REDACTED] the check that she wrote to Remodeling Specialists on July 24, 2020, in the amount of \$250,000.00, was to be used only for the project at [REDACTED] Tejon Street and [REDACTED] said yes.

[REDACTED] was asked if she or her husband had given Tilo Lopez and/or anyone associated with him and his company Remodeling Specialist, LLC permission to use any of the \$250,000.00, for any other construction project or for the personal benefit of himself, or [REDACTED] or anyone else or any other business or construction project to include [REDACTED] Wadsworth Boulevard in Arvada and she said no.

[REDACTED] was asked if she and her husband have any financial interest or ownership in the property located at [REDACTED] Wadsworth Boulevard in Arvada and she said no.

█ was advised that I had reviewed the bank statements for Tilo Lopez's company Remodeling Specialists checking account for the years of 2020 and 2021, to locate checks/payments to subcontractors who worked on the project at █ Tejon Street totaling \$60,308.00. That based on this there was \$189,692.00, that was not utilized on the project at █ Tejon Street.

█ was advised that the loss she and her husband sustained as a direct result of Tilo Lopez and his company Remodeling Specialists, LLC abandoned the project at █ Tejon Street in Denver, was \$189,692.00.

█ said that after the demolition of the house was completed, Tilo didn't do anything else on the project.

Second Project – █ █ and █ Wadsworth Boulevard in the City of Lakewood, County of Jefferson and the State of Colorado (Theft Count Two)

On or about March 26, 2021, Lopez provided █ and █ with a one-page Scope of Work for a project at █ and █ Wadsworth Boulevard in Lakewood, Colorado, totaling \$113,000.00. This Scope of Work agreement was signed by both █ and Tilo Lopez and required half of the total amount (\$55,000.00) up front prior to work starting on the project.

On or about March 26, 2021, █ wrote check number █ drawn on her account at █, in the amount of \$55,000.00, made payable to Remodeling Specialists and personally handed the check to Tilo Lopez outside of the █ branch located at █ Sheridan Boulevard in Arvada, Colorado. The balance of the account on December 31, 2021, was -\$108.30

On or about August 2, 2021, █ wrote check number 1003, making it payable to █ in the amount of \$10,000.00. On the Memo line █ wrote, update electrical █ Wadsworth Boulevard. During the course of the investigation, I asked █ why she had written this check to █, and she said that they had ordered two electrical meter stacks for the project and had paid for them and Tilo hadn't paid █ the owner of █ so she paid █ █ said that they later received the electrical meter stacks.

On the project at █ █ █ Wadsworth Boulevard █ said that after the check to █ bounced, he walked off the job and never came back. █ said that when they told Tilo that the check he had written to █ the owner of █ bounced he had walked off the job, Tilo told them that the check hadn't bounced but they knew it had because █, had shown them a copy of the check. That check number █ made payable to █ in the amount of \$5,000.00 was dated May 13, 2021.

The █ mentioned by █ is █, the owner of █. Prior to walking off the project, █ completed some of the wiring on the three properties and ordered electrical stacks (electrical meters for each unit) but they had not arrived prior to the time when

█████ left the project after receiving check number █████ from Tilo Lopez.

█████ said that after █████ had walked off the job, they exchanged text messages with him. Eventually they gave up on him repaying them or completing the work. They hired Attorney Tom Ripp to represent them, who made the complaint to the Office of the Denver District Attorney, and they had no further contact with Tilo Lopez.

On May 5, 2021, Attorney Thomas R. Ripp from the law firm of Boatright, Ripp & Lusk, LLC wrote a letter to Tilo Lopez, Remodeling Specialists in reference to the project at █████ Tejon Street which Lopez failed to respond to. On June 17, 2021, Ripp sent a second letter to Tilo Lopez which to █████'s knowledge was not responded to as well.

During the course of the investigation, I obtained court order for the production of records from █████ for the account of Remodeling Specialists, LLC. From a review of these records, I learned that the balance of the account immediately prior to the deposit of check █████ on March 26, 2021, was \$163.70, the balance of the account following the deposit was \$55,163.70. I was able to locate two checks totaling \$10,000.00, made payable to █████, and one check in the amount of \$1,500.00 made payable to █████ (█████). Both of these businesses were subcontractors who worked on the project at █████ Wadsworth Boulevard in Lakewood, Colorado during 2021.

█████ was advised that I had reviewed the bank statements for Tilo Lopez's company Remodeling Specialists checking account for the period of time from March 26, 2021, through June 30, 2021, to locate checks/payments to subcontractors who worked on the project at █████ █████ █████ Wadsworth Boulevard in Lakewood, Colorado during 2021, and had located three checks totaling \$11,500.00. That based on this there was \$43,500.00, that was not utilized on the project.

On May 3, 2021, the balance of Remodeling Specialists account (█████) was \$2.67.

█████ was advised that the loss she and her husband sustained as a direct result of Tilo Lopez and his company Remodeling Specialists, LLC abandoning the project at █████ █████ █████ Wadsworth Boulevard in Lakewood, Colorado during 2021, they have sustained a financial loss of \$43,500.00.

From a review of the records received by the court order for the production of records from █████ █████ for the accounts of Remodeling Specialists LLC and Tilo David Lopez's personal account I learned the following.

- Tilo Lopez, and █████, the only authorized signers on the account commingled the funds from the █████ with other deposits in account number ending in █████ the account of Remodeling Specialists, LLC.
- Lopez made numerous transfers of funds between the account of Remodeling Specialists and his personal account.

- The majority of the [REDACTED] funds, to include the \$250,000.00 payment for the project at [REDACTED] Tejon Street in Denver, and the \$55,000.00 payment for the project at [REDACTED] [REDACTED] Wadsworth Boulevard in Lakewood were used for the rehabilitation of the property located at [REDACTED] Wadsworth Boulevard in Arvada, Colorado. Additionally, Lopez utilized the [REDACTED] funds for personal uses including, travel Frontier Airlines and Spirit Airlines to San Antonio Texas, and Las Vegas Nevada, for motels/hotels to include Motel 6, St Julien Hotel Boulder, Colorado, numerous restaurants, entertainment such as at Oriental Back Massage, Boondocks, Jeep tour at the Garden of the Gods in Colorado Springs, and Whirlyball entertainment center, Colorado Springs, clothing purchased at JC Penney, Macys Finish Line, Pro Image Sports, Foot Locker Niki and Ross Stores, to make payments on personal loans at [REDACTED], including loan numbers [REDACTED] [REDACTED] and [REDACTED] building permits from the City of Arvada ([REDACTED] Wadsworth Boulevard) and legal fees not associated with either project.
- On March 26, 2021, [REDACTED] wrote check number [REDACTED] to Remodeling Specialists in the amount of \$55,000.00 all of which was to be utilized for the project at [REDACTED] [REDACTED] and [REDACTED] Wadsworth Boulevard. Between March 29, 2021, and April 2, 2021, Tilo Lopez made at least twenty (20) debit card charges in Las Vegas, Nevada, totaling \$1,124.69.

Contractors operating within the State of Colorado, to include the City and County of Denver, State of Colorado are required to comply with and follow, Colorado Revised Statutes to include, 38-22-127, which states in part:

1. All funds disbursed to any contractor or subcontractor under any building, construction, or remodeling contractor on any construction project shall be held in trust for the payment of the subcontractors, laborer or material suppliers, or laborers who have furnished laborers, materials, services, or labor, who have a lien, or may have a lien, against the property, or who claim, or may claim, against a principal and surety under the provisions of this article and for which such disbursement was made.
2. This section shall not be construed so as to require any such contractor or subcontractor to hold in trust any funds which have been disbursed to him or her for any subcontractor, laborer or material supplier, or laborer who claims a lien against the property or claims against a principal and surety who has furnished a bond under the provisions of this article if such contractor or subcontractor has a good faith belief that such lien or claim is not valid or if such contractor or subcontractor, in good faith, claims a setoff, to the extent of such setoff.
3. If the contractor or subcontractor has furnished a performance or payment bond or if the owner of the property has executed a written release to the contractor or subcontractor, he need not furnish any such bond or hold such payments or disbursements as trust funds, and the provisions of this section shall not apply.
4. Every contractor or subcontractor shall maintain separate records of account for each project or contract, but nothing contained in this section shall be construed as requiring a contractor or subcontractor to deposit trust funds from a single project in a separate bank account solely for that project so long as trust funds are not expended in a manner prohibited by this section.

5. Any person who violates the provisions of subsections (1) and (2) of this section commits theft, as defined in section 18-4-401, C.R.S.

The purpose of this section is to protect homeowners, laborers, and material suppliers from dishonest or profligate contractors by requiring contractors to hold in trust their customers' advanced payments if independent laborers or material suppliers are necessary to complete a particular job.

Once trust funds are identified as having been disbursed to a contractor or subcontractor on a particular project, the burden to account for proper disposition of the funds under subsection (1) rests squarely on the contractor or subcontractor. The inability to meet that burden constitutes a breach of fiduciary duty.

██████████ reported that eventually Lopez and his company Remodeling Specialists, LLC, abandoned the projects, and also failed to provide any accounting as to what was actually spent on each of the two projects.

From an analysis of the documents provided by the ██████████ ██████████ records for the accounts of Remodeling Specialists LLC, and the personal account of Tilo David Lopez, and a review of these records with ██████████, I was able to determine that ██████████ and ██████████ sustained a loss of \$189,692.00, as a direct result of Tilo Lopez and Remodeling Specialists failing to complete the construction project at ██████████ Tejon Street in Denver. I was also able to determine that ██████████ and ██████████, sustained a loss of \$43,500.00, as a direct result of Tilo Lopez and Remodeling Specialists failing to complete the construction project at ██████████ ██████████ ██████████ Wadsworth Boulevard in Lakewood. The total loss sustained by ██████████ and ██████████ was \$233,192.00.

Tilo Lopez knew ██████████ and ██████████, at-risk elders, for many years as a patron of their restaurant business with his family members. They also knew him as a minister of religion. He presented himself as a general contractor, and due to the trust, he encouraged, they did not question his reliability. He exercised influence over them and obtained significant down payments for work to be carried out at their properties. They also followed his advice regarding a loan which was obtained to fund the project. The work was never completed, but the funds provided were completely exhausted, and no accounting was provided to them for either project. Tilo Lopez transferred a substantial portion of the ██████████ funds to his personal account and spent the money which they had provided to him on personal projects and other unauthorized expenses.

Based on the foregoing, your affiant respectfully requests that an At Large Warrant be issued for the arrest of **TILO DAVID LOPEZ JR**, DOB: 03/28/1967 for: **CRIMINAL EXPLOITATION - AT-RISK PERSON, in violation of 18-6.5-103(7.5)(a),(b)CRIMINAL EXPLOITATION - AT-RISK PERSON, in violation of 18-6.5-103(7.5)(a),(b)**

I swear and affirm under oath, by administration of the oath over the telephone by the undersigned judge, that the below electronic signature is my own and that the contents of this Affidavit are true and accurate.

Affiant: _____
INVESTIGATOR

Dated this _____ day of _____, 2022, at _____ AM / PM.

In accordance with § 16-1-106 and § 16-3-108, the above-named Affiant swore and affirmed under oath over the telephone to the undersigned judge that the electronic signature is that of the named Affiant and that the contents of this Affidavit are true and accurate.

Signature of Judge

Printed name of Judge