

District Court, City and County of Denver, Colorado City and County Building, Room 424 1437 Bannock Street Denver, CO 80202	<p style="text-align: center;">COURT USE ONLY</p>
Plaintiff: THE PEOPLE OF THE STATE OF COLORADO Defendants: ERIK OSBORN JOSEPH O'ROURKE	
Case Number: Grand Jury No. 19CR2B Div.: Criminal /Crim: 424 / _____	
INDICTMENT	

VIOLATION OF COLORADO ORGANIZED CRIME CONTROL ACT, C.R.S. 18-17-104(3), (F2) <37284> 1 (1 count)

CONSPIRACY TO COMMIT THEFT, 18-4-401(1),(2)(h);18-2-201 C.R.S. (F5) <08A15C> 2 (1 count)

THEFT, 18-4-401(1),(2)(g) C.R.S. (F5) <08A14> 3, 4, 6, 7, 11, 12, 15, 21, 22 (9 counts)

THEFT, 18-4-401(1),(2)(f) C.R.S. (F6) <08A13> 5, 8, 9, 10, 13, 14, 16, 17, 18, 19, 20 (11 counts)

The Grand Jury presents the within indictment and the same is ordered filed.

Dated this 13 day of November, 2019.



Martin F. Egelhoff
Presiding Judge
Denver District Court

COUNT ONE

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

Between and including November 6, 2015 and November 13, 2019, at and triable in the City and County of Denver, State of Colorado, ERIK OSBORN, while employed by or associated with an enterprise, namely: OXBO SERVICES, LLC and OZZCO CONSTRUCTION LLC, legal entities, did unlawfully, feloniously, and knowingly conducted or participated, directly or indirectly, in the enterprise through a pattern of racketeering activity; in violation of sections 18-17-104(3) and 18-17-105, C.R.S.

The Enterprise

The Enterprises alleged in this count are OXBO SERVICES, LLC and OZZCO CONSTRUCTION, LLC.

Pattern of Racketeering Activity

For purposes of this count, the defendant engaged in acts related to the conduct of the enterprise, including:

As to ERIK OSBORN, the acts described in counts 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, and 22, including any lesser included offenses of these counts.

COUNT TWO

CONSPIRACY TO COMMIT THEFT, 18-4-401(1),(2)(h);18-2-201 C.R.S. (F5) <08A15C>

Between and including November 6, 2015 and November 13, 2019, at and triable in the City and County of Denver, State of Colorado ERIK OSBORN and JOSEPH O'ROURKE, with the intent to promote or facilitate the commission of the crime of theft, unlawfully and feloniously agreed with EACH OTHER, [REDACTED] and a person or persons to the Grand Jury unknown that one or more of them would engage in conduct which constituted that crime or an attempt to commit that crime, or agreed to aid the other person or persons in the planning or commission or attempted commission of that crime, and an overt act in pursuance of the conspiracy was committed by one or more of the conspirators, and the value of the thing or things of value was twenty thousand dollars or more but less than one hundred thousand dollars; in violation of sections 18-4-401(1),(2)(h) and 18-2-201, C.R.S.

The facts supporting Counts 1 and 2 are as follows:

- 1. All facts in support of all other counts are incorporated herein by reference.**
- 2. On or about June 12, 2015, Erik Osborn was placed on probation for Theft/Series (F3) from June 12, 2015 to June 12, 2025, under Denver District Court case 2009CR10396.**

3. On or about June 29, 2015, Erik Osborn signed a three-page Denver District Court Form titled **Additional Terms and Conditions For Economic Crime Probation** which included but was not limited to the following restrictions/conditions:

You shall not open any checking and/or savings accounts and you will disclose any current checking and/or savings accounts.

You shall not open, control, or assume ownership or any interest in any bank or brokerage account, financial instrument or financial product and you will disclose any current account, instrument or financial produce.

You shall not have access to or control any assets, funds, or financial information of any individual, group, business or other legal entity and you will disclose any current access or control of assets, funds or financial information.

You shall not manage or participate in managing any person, group, trust, legal entity, business, or act as a fiduciary for any such persons, groups, trust, or other legal entity and you will disclose any current management or fiduciary relationships.

4. At all times relevant to this indictment, Erik Osborn (Osborn) and Joseph Wayne O'Rourke (O'Rourke) owned or controlled OXBO Services LLC (OXBO) and OZZCO Construction LLC (OZZCO), which were or are limited liability companies registered with the State of Colorado Secretary of State's Office.

5. At all times relevant to this indictment, OXBO listed an address as either 17011 East Lincoln Avenue Unit 454 in the City of Parker, County of Douglas, State of Colorado or 17011 East Lincoln Avenue Unit 458, in the City of Parker, County of Douglas, State of Colorado.

6. At all times relevant to this indictment, OZZCO listed an address as either 2025 Walton Street in the City and County of Denver, State of Colorado or 8008 East Arapahoe Court Unit 100, in the City of Centennial, State of Colorado.

7. At all times relevant to this indictment, Osborn and O'Rourke maintained and controlled business bank accounts including, but not limited to, accounts at JP Morgan Chase, Wells Fargo Bank, TCF Bank, and US Bank, under the names of OXBO or OZZCO.

8. In July 2018, Osborn and [REDACTED] opened a business checking account in the name of OZZCO at US Bank and obtained credit and debit cards tied to the account embossed with names of members of the enterprise. O'Rourke was subsequently added to the account.

9. O'Rourke and [REDACTED] knew about Osborn's probation status and conditions and knowingly agreed to assist Osborn in running OXBO and/or OZZCO by signing contracts, legal documents and/or opening bank accounts in their names.

10. Beginning on approximately November 6, 2015 and continuing through and including September 13, 2019, Osborn and O'Rourke, as owners of OXBO and/or OZZCO, were hired to perform various construction projects for at least 13 different project owners and clients.

COUNT THREE

THEFT, 18-4-401(1),(2)(g) C.R.S. (F5) <08A14>

Between and including November 6, 2015 and November 16, 2016, at and triable in the City and County of Denver, State of Colorado, ERIK OSBORN unlawfully, feloniously, and knowingly, without authorization or by threat or deception, obtained, retained, or exercised control over; or knowing or believing it to have been stolen, received, loaned money by pawn or pledge on, or disposed of, a thing of value, namely: MONEY or SERVICES of [REDACTED], with the value of five thousand dollars or more but less than twenty thousand dollars, or knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive [REDACTED], of its use or benefit; in violation of section 18-4-401(1)(b),(2)(g), C.R.S.

The facts supporting Count 3 are as follows:

1. All facts in support of all other counts are incorporated herein by reference.
2. On or about November 6, 2015, [REDACTED] signed a bid proposal and contract agreement with Erik Osborn and OXBO Services LLC for a construction project at her residence located at [REDACTED] Keenan Street in the City of Highlands Ranch, Douglas County, State of Colorado for a price not to exceed \$30,000.00.
3. Between and including November 6, 2015 and February 11, 2016, [REDACTED] paid Osborn and OXBO \$18,758.00 for the authorized purpose of paying subcontractors, laborers, and material suppliers for work performed on the addition of the sunroom.
4. During that time, Osborn and OXBO Construction LLC exercised control over [REDACTED] trust funds, and without her authority expended those trust funds for Osborn's own personal benefit and/or for purposes unrelated to her project.
5. By approximately November 16, 2016, the funds provided by [REDACTED] had been spent by Osborn and OXBO and approximately \$11,500.00 of those funds had not been spent on material, labor, or payments to subcontractors for her project, thus depriving [REDACTED] of the use and benefit of those funds.
6. Between and including November 6, 2015 and November 16, 2016, [REDACTED], the [REDACTED], provided services, labor, and/or building materials on the [REDACTED] project, being hired by Osborn and OXBO as a subcontractor. After [REDACTED] completed the work on the [REDACTED] project he invoiced Osborn and OXBO. Osborn and OXBO did not pay [REDACTED] the money properly due to him as a subcontractor despite being paid by [REDACTED].
7. Osborn and OXBO did not complete the project for [REDACTED] and instead left a construction project poorly constructed and exposed to the weather.
8. On or about December 22, 2016, [REDACTED] contacted [REDACTED] and requested payment for the concrete work he had performed at her residence. [REDACTED] paid [REDACTED] \$500.00 of his total bill of \$1,500.00, leaving an unpaid balance to [REDACTED] of \$1,000.

11. Osborn directly negotiated and contracted with these various project owners and clients to perform construction and remodeling services at their various project locations, some of which are located within the City and County of Denver and the State of Colorado. Osborn and/or O'Rourke obtained funds from owners and clients for the purpose of paying employees, subcontractors, consultants, or for material.

12. At all times relevant to this indictment, C.R.S. § 38-22-127 required that all funds dispersed to any general contractor for the payment of subcontractors providing services, labor, and/or building materials, be held in trust for the benefit of the subcontractors.

13. At all times relevant to this indictment, various owners or clients paid money to OXBO or OZZCO to be held in trust until payment could be made to the various subcontractors performing work on their respective projects. At no time did any of the various owners or clients authorize Osborn or O'Rourke to exercise control over these funds for any purpose other than the authorized purpose of paying those funds to the various subcontractors and/or merchants performing work on their respective projects.

14. At all times relevant to this indictment, either Osborn, O'Rourke, or ██████████ controlled the funds that came into OXBO and/or OZZCO bank accounts including, but not limited to: deciding into which bank account funds would be deposited and how funds would be spent, including the withdrawal of such funds by check, cash, debit, or automatic/electronic withdrawals.

15. From approximately November 6, 2015 to November 13, 2019, Osborn and OXBO and OZZCO, with the assistance of O'Rourke and ██████████ exercised control over the money of the various owner or clients and used it in a manner which was unauthorized by the owners or clients and which permanently deprived them of the use or benefit of the money paid to OXBO and/or OZZCO for their construction projects. Specifically, Osborn and O'Rourke, with the assistance of ██████████ in July 2018, used money of the owners and clients for their own personal benefit, to pay off debts unrelated to the projects, or to pay off personal and/or civil judgments unassociated with the projects.

16. From approximately November 6, 2015 to November 13, 2019, Osborn and O'Rourke and OXBO and OZZCO hired various merchants and subcontractors to provide material or service on the projects, only to fail to pay the merchants or subcontractors for those services or material despite the fact that owners or clients had provided funds to Osborn, O'Rourke, OXBO and OZZCO.

COUNT FOUR

THEFT, 18-4-401(1),(2)(g) C.R.S. (F5) <08A14>

Between and including November 18, 2015 and December 23, 2016, at and triable in the City and County of Denver, State of Colorado, ERIK OSBORN unlawfully, feloniously, and knowingly, without authorization or by threat or deception, obtained, retained, or exercised control over; or knowing or believing it to have been stolen, received, loaned money by pawn or pledge on, or disposed of, a thing of value, namely: MONEY of [REDACTED] and [REDACTED] with the value of five thousand dollars or more but less than twenty thousand dollars, or knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive [REDACTED] and [REDACTED] of its use or benefit; in violation of section 18-4-401(1)(b),(2)(g), C.R.S.

The facts supporting Count 4 are as follows:

1. All facts in support of all other counts are incorporated herein by reference.
2. On or about November 18, 2015, [REDACTED] and [REDACTED] ([REDACTED]) signed a bid proposal and contract agreement with Erik Osborn and OXBO Services LLC for a construction project at their residence located at [REDACTED] South Cedar Street in the City of Littleton, Arapahoe County, State of Colorado for a total price of \$ 68,190.00.
3. Between and including November 18, 2015 and December 23, 2016, the [REDACTED] paid Osborn and OXBO \$76,700.00 for the authorized purpose of paying subcontractors, laborers, and material suppliers for work performed on their residence located at [REDACTED] South Cedar Street in Littleton, Colorado.
4. Between and including November 18, 2016 and December 23, 2016, Osborn and OXBO Construction LLC exercised control over [REDACTED] trust funds and without their authority, expended at least part of the trust funds for Osborn's own personal benefit, and/or for purposes unrelated to the [REDACTED] remodel project.
5. By approximately December 23, 2016, all of the [REDACTED] project funds had been spent by Osborn and OXBO Construction LLC, and approximately \$11,919.14 of those funds had not been spent on material, labor or payments to subcontractors for their project, thus depriving [REDACTED] of the use and benefit of those funds.
6. Between and including December 20, 2015 and November 11, 2016, [REDACTED] provided services, labor, and/or building materials on the [REDACTED] project, being hired by Osborn and OXBO as a subcontractor. After [REDACTED] completed the work on the [REDACTED] project they invoiced Osborn and OXBO and requested full payment, \$5,807.00. Osborn and OXBO did not pay [REDACTED] the money properly due to them as a subcontractor, despite being paid by the [REDACTED].

7. As a result of not being paid by Osborn and OXBO, [REDACTED] notified the [REDACTED] of their intent to file a Mechanics Lien on the property located at [REDACTED] South Cedar Street in Littleton, Colorado. On or about March 15, 2017, the [REDACTED] paid [REDACTED] \$5,807.00 for services, labor, and/or building materials they had already paid Osborn and OXBO, resulting in a loss to the [REDACTED] of \$5,807.00.

8. Between and including December 20, 2015 and September 14, 2016, [REDACTED] dba [REDACTED] ([REDACTED]) provided services, labor, and/or building materials on the [REDACTED] project, being hired as a subcontractor by Osborn and OXBO. After [REDACTED] completed the work on the [REDACTED] project they invoiced Osborn and OXBO and requested full payment, \$1,350.00. Osborn and OXBO did not pay [REDACTED] the money properly due to them as a subcontractor, despite being paid by the [REDACTED]

9. As a result of not being paid by Osborn and OXBO, on or about December 20, 2016, [REDACTED] filed a Mechanics Lien on the property located at [REDACTED] South Cedar Street in Littleton, Colorado in the amount of \$1,350.00. On or about March 14, 2017, the [REDACTED] paid [REDACTED] \$1,350.00 to have the lien removed from their property, resulting in a loss to the [REDACTED] of \$1,350.00.

COUNT FIVE

THEFT, 18-4-401(1),(2)(f) C.R.S. (F6) <08A13>

Between and including February 17, 2017 and March 22, 2017, at and triable in the City and County of Denver, State of Colorado, **ERIK OSBORN** unlawfully, feloniously, and knowingly, without authorization or by threat or deception, obtained, retained, or exercised control over, or knowing or believing it to have been stolen, received, loaned money by pawn or pledge on, or disposed of, a thing of value, namely: **MONEY** and **SERVICES** of [REDACTED] with the value of two thousand dollars or more but less than five thousand dollars, or knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive [REDACTED] of its use or benefit; in violation of section 18-4-401(1)(b),(2)(f), C.R.S.

The facts supporting Count 5 are as follows:

1. On or about December 20, 2016, the [REDACTED] ([REDACTED]) obtained a bid proposal and contract agreement from Osborn for OXBO to complete a construction project located at [REDACTED] and [REDACTED] West 2nd Circle in the City of Lakewood, County of Jefferson, State of Colorado for approximately \$72,618.00.
2. In February of 2017, Osborn of OXBO, hired [REDACTED] ([REDACTED]) to provide services including plumbing and electrical on the construction project located at [REDACTED] and [REDACTED] West 2nd Circle in Lakewood, Colorado.
3. Between February 27, 2017 and March 22, 2017, [REDACTED] provided services, labor, and/or building materials on the construction project located at [REDACTED] and [REDACTED] West 2nd Circle in Lakewood, Colorado.
4. On or about April 1, 2017, [REDACTED] requested full payment in the amount of \$7,100.00 from Osborn and OXBO. Osborn and OXBO refused to pay [REDACTED] despite being paid by [REDACTED].
5. On or about, February 28, 2018, [REDACTED] filed a civil court case in Jefferson, County, listing OXBO and Osborn as the defendants.
6. On or about, November 15, 2018, Osborn and [REDACTED] reached an agreement on the total amount of approximately \$8,000.00.
7. Between and including November 15, 2018, and September 30, 2019, Osborn made partial payments on the amount of \$8,000.00 but failed to make complete payment and ceased communication with [REDACTED].
8. As a result, [REDACTED] sustained a loss of approximately \$3,100.00 for services, labor, and/or building materials provided at the construction project located at [REDACTED] and [REDACTED] West 2nd Circle in Lakewood, Colorado.

COUNT SIX

THEFT, 18-4-401(1),(2)(g) C.R.S. (F5) <08A14>

Between and including May 4, 2016 and September 15, 2017, at and triable in the City and County of Denver, State of Colorado, ERIK OSBORN unlawfully, feloniously, and knowingly, without authorization or by threat or deception, obtained, retained, or exercised control over; or knowing or believing it to have been stolen, received, loaned money by pawn or pledge on, or disposed of, a thing of value, namely: MONEY and SERVICES of [REDACTED] with the value of five thousand dollars or more but less than twenty thousand dollars, or knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive [REDACTED] of its use or benefit; in violation of section 18-4-401(1)(b),(2)(g), C.R.S.

COUNT SEVEN

THEFT, 18-4-401(1),(2)(g) C.R.S. (F5) <08A14>

Between and including May 4, 2016 and September 15, 2017, at and triable in the City and County of Denver, State of Colorado, ERIK OSBORN unlawfully, feloniously, and knowingly, without authorization or by threat or deception, obtained, retained, or exercised control over; or knowing or believing it to have been stolen, received, loaned money by pawn or pledge on, or disposed of, a thing of value, namely: MONEY and SERVICES of [REDACTED] with the value of five thousand dollars or more but less than twenty thousand dollars, or knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive [REDACTED] of its use or benefit; in violation of section 18-4-401(1)(b),(2)(g), C.R.S.

COUNT EIGHT

THEFT, 18-4-401(1),(2)(f) C.R.S. (F6) <08A13>

Between and including May 4, 2016 and September 15, 2017, at and triable in the City and County of Denver, State of Colorado, ERIK OSBORN unlawfully, feloniously, and knowingly, without authorization or by threat or deception, obtained, retained, or exercised control over; or knowing or believing it to have been stolen, received, loaned money by pawn or pledge on, or disposed of, a thing of value, namely: MONEY and SERVICES of [REDACTED] with the value of two thousand dollars or more but less than five thousand dollars, or knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive [REDACTED] of its use or benefit; in violation of section 18-4-401(1)(b),(2)(f), C.R.S.

The facts supporting Counts 6 through 8 are as follows:

1. All facts in support of all other counts are incorporated herein by reference.
2. On or about May 4, 2016, [REDACTED] ([REDACTED]), [REDACTED] dba [REDACTED], obtained a bid proposal and contract agreement from Osborn for OXBO to complete a construction project for [REDACTED] located at [REDACTED] East 33rd Avenue [REDACTED] in the City of Aurora, County of Adams, State of Colorado, for approximately \$64,167.00.

3. Between and including July 21, 2016 and October 13, 2016, [REDACTED] paid Osborn and OXBO \$103,376.14 for the authorized purpose of paying subcontractors, laborers, and material suppliers for work performed on the [REDACTED] project.

4. During that time, Osborn and OXBO exercised control over [REDACTED] trust funds, and without the authority of [REDACTED] and/or [REDACTED] expended at least some of [REDACTED] trust funds for Osborn's own personal benefit and/or for purposes unrelated to the [REDACTED] project.

5. By approximately September 15, 2017, all of the [REDACTED] project funds had been spent by Osborn and OXBO and approximately \$13,924.73 of those funds had not been spent on material, labor or subcontractor payments for their project, thus depriving [REDACTED] of the use and benefit of those funds.

6. Between and including May 11, 2016 and September 15, 2017, the below listed subcontractors and [REDACTED] provided services, labor, and/or building materials on the project, being hired as subcontractors on the project by Osborn and OXBO.

7. After the below listed subcontractors and [REDACTED] completed their work on the [REDACTED] project they sent invoices to Osborn and OXBO and requested full payment from Osborn and OXBO on the balance of their contracts with Osborn and OXBO.

8. As of September 15, 2017, Osborn and OXBO had failed to pay, in part or in full, the below listed subcontractors from the [REDACTED] project's trust funds, a total of approximately \$20,410.00 for their services, labor, and/or building materials provided during the construction of the [REDACTED] project, despite being paid by [REDACTED].

Subcontractor	Invoice Date	Invoice Amount	Total owed to Subcontractor
[REDACTED]	09/29/16 10/11/16	\$6,915.00 \$9,330.00	\$15,745.00
[REDACTED]	09/30/16 10/18/16	\$625.00 \$860.00	\$ 1,485.00
[REDACTED]	09/15/17	\$2,700.00	\$ 2,700.00
[REDACTED]	11/01/16	\$480.00	\$ 480.00
Total			\$20,410.00

9. As a result, the above listed subcontractors were owed approximately \$20,460.00 for services, labor, and/or building supplies and materials provided during the construction of the [REDACTED] project.

10. As of December 30, 2016, Osborn and OXBO failed to pay [REDACTED] approximately \$2,355.00 for their services, labor, and/or building materials provided during the construction of

the [REDACTED] project.

11. On or about December 30, 2016, [REDACTED] filed a Notice of Intent To Lien with the Adams County, Colorado Clerk and Recorder, on the property located at [REDACTED] East 33rd Avenue in Aurora, Colorado, on or about December 30, 2016.

12. On or about April 14, 2017, [REDACTED] paid [REDACTED] \$3,378.73, which included legal fees to have the lien removed, resulting in [REDACTED] sustaining a loss of \$3,378.73 for services, labor, and/or building materials they previously paid to Osborn and OXBO.

COUNT NINE

THEFT, 18-4-401(1),(2)(f) C.R.S. (F6) <08A13>

Between and including March 19, 2016 and October 20, 2016, at and triable in the City and County of Denver, State of Colorado, ERIK OSBORN unlawfully, feloniously, and knowingly, without authorization or by threat or deception, obtained, retained, or exercised control over; or knowing or believing it to have been stolen, received, loaned money by pawn or pledge on, or disposed of, a thing of value, namely: MONEY and SERVICES of [REDACTED] dba [REDACTED] with the value of two thousand dollars or more but less than five thousand dollars, or knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive [REDACTED] dba [REDACTED] of its use or benefit; in violation of section 18-4-401(1)(b),(2)(f), C.R.S.

COUNT TEN

THEFT, 18-4-401(1),(2)(f) C.R.S. (F6) <08A13>

Between and including March 19, 2016 and October 20, 2016, at and triable in the City and County of Denver, State of Colorado, ERIK OSBORN unlawfully, feloniously, and knowingly, without authorization or by threat or deception, obtained, retained, or exercised control over; or knowing or believing it to have been stolen, received, loaned money by pawn or pledge on, or disposed of, a thing of value, namely: MONEY and SERVICES of [REDACTED] with the value of two thousand dollars or more but less than five thousand dollars, or knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive [REDACTED] of its use or benefit; in violation of section 18-4-401(1)(b),(2)(f), C.R.S.

The facts supporting Counts 9 through 10 are as follows:

1. All facts in support of all other counts are incorporated herein by reference.
2. On or about March 19, 2016, [REDACTED] ([REDACTED]) signed a bid proposal and contract agreement with Osborn and OXBO to complete a construction project at [REDACTED] residence located at [REDACTED] East Lake Place in the City of Centennial, County of Arapahoe, State of Colorado for a total price of \$160,000.00.
3. Between and including March 19, 2016 and September 19, 2016, [REDACTED] paid Osborn and OXBO a total of approximately \$108,200.00 for the authorized purposes of paying subcontractors, laborers, and material suppliers for work performed on the addition and interior work to his residence located at [REDACTED] East Lake Place in Centennial, Colorado.
4. Between and including March 19, 2016 and October 20, 2016, Osborn and OXBO exercised control over [REDACTED] trust funds, and without his authority, expended [REDACTED] trust funds for Osborn's own personal benefit and/or for purposes unrelated to [REDACTED] project.
5. Between and including March 19, 2016 and October 20, 2016, the below listed subcontractors provided services, labor, and/or building materials on the [REDACTED] project, being hired by Osborn and OXBO as subcontractors on the [REDACTED] project.

6. After completing their work on the Jacob project the below listed subcontractors invoiced Osborn and OXBO for full payment of their services, labor and/or building material.

7. As of October 20, 2016, Osborn failed to pay the below listed subcontractors approximately \$8,791.00 for their services, labor, and/or building materials provided on the [REDACTED] project:

Subcontractor	Invoice Date	Invoice Amount	Total Owed to Subcontractor
[REDACTED] dba [REDACTED] [REDACTED]	09/16/16	\$4,726.00	\$4,726.00
[REDACTED]	08/14/16	\$3,725.00	\$3,725.00
[REDACTED]	11/01/16	\$240.00	\$240.00
Total			\$8,691.00

8. As a result, the above listed subcontractors sustain a loss of approximately \$8,691.00 for their services, labor, and/or building materials provided during the construction of the [REDACTED] project.

COUNT ELEVEN

THEFT, 18-4-401(1),(2)(g) C.R.S. (F5) <08A14>

Between and including October 22, 2016 and October 6, 2017, at and triable in the City and County of Denver, State of Colorado, **ERIK OSBORN** unlawfully, feloniously, and knowingly, without authorization or by threat or deception, obtained, retained, or exercised control over, or knowing or believing it to have been stolen, received, loaned money by pawn or pledge on, or disposed of, a thing of value, namely: **MONEY** of [REDACTED] and [REDACTED], with the value of five thousand dollars or more but less than twenty thousand dollars, or knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive [REDACTED] and [REDACTED] of its use or benefit; in violation of section 18-4-401(1)(b),(2)(g), C.R.S.

The facts supporting Count 11 are as follows:

1. All facts in support of all other counts are incorporated herein by reference.
2. On or about October 20, 2016, [REDACTED] and [REDACTED] ([REDACTED] and [REDACTED]), obtained a bid proposal and contract agreement from Osborn which he signed on October 22, 2016, for OXBO to build an attached garage on their residence located at [REDACTED] East Peakview Avenue in the City of Centennial, County of Arapahoe, State of Colorado for a total price of \$43,335.00.
3. On or about October 22, 2016, [REDACTED] made an initial payment to Osborn in the amount of \$13,000.00, for the authorized purpose of paying subcontractors, laborers, and material suppliers for work performed on the addition and interior work to their residence located at [REDACTED] East Peakview Avenue in Centennial, Colorado.
4. Between and including October 22, 2016 and October 6, 2017, Osborn and OXBO exercised control over the trust funds of [REDACTED] and [REDACTED] and without their consent or authority, expended the trust funds of [REDACTED] and [REDACTED] for his own personal benefit, and/or for purposes unrelated to the [REDACTED] and [REDACTED] garage project.
5. Between and including October 22, 2016 and October 6, 2017, Osborn failed to initiate any actual construction on the [REDACTED] and [REDACTED] garage at [REDACTED] East Peakview Avenue in Centennial, Colorado.
6. Osborn agreed to return the \$13,000.00 he received from [REDACTED] and [REDACTED] for the garage project. Between and including June 26, 2017 and October 6, 2017, Osborn returned \$6,000.00 of the \$13,000.00. Erik Osborn then told [REDACTED] and [REDACTED] if they wanted the remainder of their money back they would need to contact his attorney.
7. Osborn failed to return all of the unearned funds and [REDACTED] and [REDACTED] sustained a loss of \$5,575.00.

COUNT TWELVE

THEFT, 18-4-401(1),(2)(g) C.R.S. (F5) <08A14>

Between and including July 25, 2017 and February 20, 2018, at and triable in the City and County of Denver, State of Colorado, ERIK OSBORN unlawfully, feloniously, and knowingly, without authorization or by threat or deception, obtained, retained, or exercised control over; or knowing or believing it to have been stolen, received, loaned money by pawn or pledge on, or disposed of, a thing of value, namely: MONEY of [REDACTED] and [REDACTED] [REDACTED], with the value of five thousand dollars or more but less than twenty thousand dollars, or knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive [REDACTED] and [REDACTED] of its use or benefit; in violation of section 18-4-401(1)(b),(2)(g), C.R.S.

COUNT THIRTEEN

THEFT, 18-4-401(1),(2)(f) C.R.S. (F6) <08A13>

Between and including July 25, 2017 and February 20, 2018, at and triable in the City and County of Denver, State of Colorado, ERIK OSBORN unlawfully, feloniously, and knowingly, without authorization or by threat or deception, obtained, retained, or exercised control over; or knowing or believing it to have been stolen, received, loaned money by pawn or pledge on, or disposed of, a thing of value, namely: MONEY and SERVICES of [REDACTED] [REDACTED] with the value of two thousand dollars or more but less than five thousand dollars, or knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive [REDACTED] of its use or benefit; in violation of section 18-4-401(1)(b),(2)(f), C.R.S.

The facts supporting Counts 12 and 13 are as follows:

1. All facts in support of all other counts are incorporated herein by reference.
2. On or about July 25, 2017, [REDACTED] and [REDACTED] ([REDACTED]) obtained a bid proposal and construction agreement from Osborn for OXBO to complete a construction remodel project for the [REDACTED] at [REDACTED] South Forest Street, in the City and County of Denver, State of Colorado ([REDACTED] residence) for approximately \$56,700.00. Subsequent change orders submitted by Osborn and OXBO resulted in the overall cost of the remodel project to be \$93,584.00.
3. Between and including July 27, 2017 and February 1, 2018, the [REDACTED] paid Osborn approximately \$94,616.00 for the authorized purpose of paying subcontractors, laborers, and material suppliers for work performed on the [REDACTED] remodel project.
4. Between and including July 27, 2017 and February 20, 2018, Osborn exercised control over the [REDACTED] trust funds, and, without their authority, expended the [REDACTED] trust funds for his own personal benefit and/or for purposes unrelated to the [REDACTED] project.

5. By approximately February 20, 2018, all of the [REDACTED] project funds had been spent by Osborn and OXBO and approximately \$19,556.00 had not been spent on material, labor or payments to subcontractors, thus depriving the [REDACTED] of the use and benefit of those funds.

6. Between and including July 27, 2017 and February 20, 2018, the below listed subcontractors provided services, labor, and/or building materials on the [REDACTED] project, being hired as a subcontractor by Osborn and OXBO.

7. After the below listed subcontractors completed their work on the [REDACTED] project they submitted invoices to Osborn and OXBO for payment. Osborn and OXBO did not pay the below listed subcontractors, despite being pay by the [REDACTED]

8. As of February 20, 2018, Erik Osborn had failed to pay the below listed subcontractors a total of approximately \$15,639.30 for their services, labor, and/or building materials provided during the construction of the [REDACTED] project:

Subcontractor	Invoice Date	Invoice Amount	Total Owed to Subcontractor at Project End
[REDACTED]	02/15/18	\$5,134.00	\$5,134.00
Notice of Intent To Lien			
[REDACTED]	01/16/18	\$6,060.00	\$5,000.00
[REDACTED]	04/05/18	\$1,575.00	\$1,575.00
[REDACTED]	03/18/18	\$3,930.30	\$3,930.30
Total			\$15,639.30

9. To avoid the above listed subcontractors from filing Mechanical Liens the [REDACTED] paid them the \$15,639.30, and this resulted in a loss to the [REDACTED] of \$15,639.30.

10. Between and including July 27, 2017 and February 20, 2018, [REDACTED] and [REDACTED] provided services, labor, and/or building materials on the [REDACTED] project, being hired by Osborn and OXBO to perform work on the [REDACTED] project.

11. After the [REDACTED] and [REDACTED] completed their work on the [REDACTED] project they requested payment from Osborn and OXBO for payment, \$1,117.00 and \$3,400.00 respectively.

12. Osborn and OXBO failed to pay [REDACTED] and [REDACTED] the \$4,517.00 for their services, labor, and/or building materials provided during the construction of the [REDACTED] project, despite Osborn and OXBO receiving funds from the [REDACTED]

13. As a result, [REDACTED] and [REDACTED] sustained a loss of approximately \$4,517.00 of money and/or services.

COUNT FOURTEEN

THEFT, 18-4-401(1),(2)(f) C.R.S. (F6) <08A13>

Between and including September 18, 2017 and May 31, 2018, at and triable in the City and County of Denver, State of Colorado, ERIK OSBORN unlawfully, feloniously, and knowingly, without authorization or by threat or deception, obtained, retained, or exercised control over; or knowing or believing it to have been stolen, received, loaned money by pawn or pledge on, or disposed of, a thing of value, namely: MONEY of [REDACTED] and [REDACTED] with the value of two thousand dollars or more but less than five thousand dollars, or knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive [REDACTED] and [REDACTED] of its use or benefit; in violation of section 18-4-401(1)(b),(2)(f), C.R.S.

The facts supporting Count 14 are as follows:

1. All facts in support of all other counts are incorporated herein by reference.
2. On or about September 14, 2017, [REDACTED] and [REDACTED], obtained a bid proposal and contract agreement from Osborn for OXBO to complete a remodel construction project for the [REDACTED] at their residence, [REDACTED] West Bellwood Place in the City and County of Denver, State of Colorado for approximately \$67,497.00. [REDACTED] signed the bid proposal & contract agreement on September 18, 2017. Change orders and reimbursements paid to Osborn resulted in the total cost of the project being \$89,585.00.
3. Between and including September 29, 2017 and May 31, 2018, the [REDACTED] paid Osborn approximately \$89,585.00 for the authorized purpose of paying subcontractors, laborers, and material suppliers for work performed on the remodel project. On or about March 21, 2018, Osborn signed a hand written note which stated PAY OFF JOB which included a cash payment of \$650.00.
4. Between and including September 29, 2017 and May 31, 2018, Osborn exercised control over [REDACTED] and [REDACTED] trust funds, and without their authority, expended the trust funds for his own personal benefit, and/or for purposes unrelated to the [REDACTED] project.
5. Between and including September 24, 2017 and April 20, 2018, the below listed subcontractors provided services, labor, and/or building materials on the [REDACTED] project, being hired by Osborn and OXBO as subcontractors.
6. Prior to April 20, 2019, Osborn and OXBO abandoned the [REDACTED] project and the below listed subcontractors approached the [REDACTED] for payment of their services, labor, and/or building material.

Subcontractor	Invoice Date	Invoice Amount	Total Owed to Subcontractor at Project End
[REDACTED]	02/28/18	\$1,300.00	\$1,300.00
[REDACTED]	02/19/18	\$630.00	\$630.00
Total			\$1,930.00

7. The [REDACTED] subsequently paid the above listed subcontractors, despite already having paid Osborn and OXBO funds to pay the subcontracts. As a result the [REDACTED] sustained a loss of \$3,860.00

COUNT FIFTEEN

THEFT, 18-4-401(1),(2)(g) C.R.S. (F5) <08A14>

Between and including August 24, 2018 and December 29, 2018, at and triable in the City and County of Denver, State of Colorado, **ERIK OSBORN** and **JOSEPH O'ROURKE** unlawfully, feloniously, and knowingly, without authorization or by threat or deception, obtained, retained, or exercised control over; or knowing or believing it to have been stolen, received, loaned money by pawn or pledge on, or disposed of, a thing of value, namely: **MONEY** and **SERVICES** of [REDACTED] and [REDACTED] with the value of five thousand dollars or more but less than twenty thousand dollars, or knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive [REDACTED] and [REDACTED] of its use or benefit; in violation of section 18-4-401(1)(b),(2)(g), C.R.S.

The facts supporting Count 15 are as follows:

1. All facts in support of all other counts are incorporated herein by reference.
2. On or about August 24, 2018, [REDACTED] and [REDACTED] and [REDACTED] obtained a bid proposal and contract agreement from Osborn and OZZCO to complete a remodel project on their residence located at [REDACTED] Backgren Drive in the City of Colorado Springs, County of El Paso, State of Colorado for approximately \$57,302.00.
3. Between and including August 24, 2018 and August 29, 2018, [REDACTED] and [REDACTED] paid Osborn, O'Rourke, and OZZCO \$5,000.00 as a down payment on the project. [REDACTED] the [REDACTED] of [REDACTED] Backgren Drive, paid a total of \$21,027.75 from an insurance claim to Osborn, O'Rourke, and OZZCO for the authorized purpose of paying subcontractors, laborers, and material suppliers for work performed on the remodel project.
4. Between and including August 24, 2018 and December 10, 2018, Osborn, O'Rourke, and OZZCO exercised control over the [REDACTED] and [REDACTED] trust funds, and without their authority, expended the [REDACTED] and [REDACTED] trust funds for their own personal benefit and/or for purposes unrelated to the [REDACTED] and [REDACTED] remodel project.
5. By approximately December 10, 2018, all of the [REDACTED] and [REDACTED] project funds had been spent by Osborn, O'Rourke and OZZCO, and approximately \$6,000.00 of those funds had not been spent on material, labor or payments to subcontractors for their project, thus depriving [REDACTED] and [REDACTED] of the use and benefit of those funds.
6. [REDACTED] and [REDACTED] were subcontractors on the [REDACTED] and [REDACTED] project, being hired by Osborn, O'Rourke, and OZZCO as subcontractors. As of December 19, 2018, Osborn, O'Rourke, and OZZCO failed to pay [REDACTED] and [REDACTED] for their services, labor and/or building materials provided during the construction on the [REDACTED] and [REDACTED] project, approximately \$1,577.90 and \$1,907.50

respectively. As a result, [REDACTED] and [REDACTED] sustained a loss of those funds.

7. As of December 29, 2018, Osborn, O'Rourke, and OZZCO had returned items to Home Depot in the amount of \$1,577.90 that were previously paid for by the [REDACTED] and [REDACTED] trust funds for the remodel project. Osborn and O'Rourke failed to credit the [REDACTED] and [REDACTED] trust funds for this amount, resulting in the [REDACTED] and [REDACTED] trust funds sustaining a loss of \$1,577.90.

8. As of December 29, 2018, Osborn and O'Rourke double billed [REDACTED] and [REDACTED] \$1,549.04 for materials and supplies for the remodel project. Osborn and O'Rourke failed to credit the [REDACTED] and [REDACTED] trust funds for this amount when apprised of the double billing [REDACTED] and [REDACTED] resulting in [REDACTED] and [REDACTED] sustaining a loss of \$1,549.04.

COUNT SIXTEEN

THEFT, 18-4-401(1),(2)(f) C.R.S. (F6) <08A13>

Between and including September 27, 2018 and July 12, 2019, at and triable in the City and County of Denver, State of Colorado, **ERIK OSBORN** and **JOSEPH O'ROURKE** unlawfully, feloniously, and knowingly, without authorization or by threat or deception, obtained, retained, or exercised control over; or knowing or believing it to have been stolen, received, loaned money by pawn or pledge on, or disposed of, a thing of value, namely: **MONEY** of [REDACTED] and [REDACTED] with the value of two thousand dollars or more but less than five thousand dollars, or knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive [REDACTED], [REDACTED], and [REDACTED] of its use or benefit; in violation of section 18-4-401(1)(b),(2)(f), C.R.S.

COUNT SEVENTEEN

THEFT, 18-4-401(1),(2)(f) C.R.S. (F6) <08A13>

Between and including September 27, 2018 and December 26, 2018, at and triable in the City and County of Denver, State of Colorado, **ERIK OSBORN** and **JOSEPH O'ROURKE** unlawfully, feloniously, and knowingly, without authorization or by threat or deception, obtained, retained, or exercised control over; or knowing or believing it to have been stolen, received, loaned money by pawn or pledge on, or disposed of, a thing of value, namely: **MONEY and SERVICES** of [REDACTED], with the value of two thousand dollars or more but less than five thousand dollars, or knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive [REDACTED] of its use or benefit; in violation of section 18-4-401(1)(b),(2)(f), C.R.S.

COUNT EIGHTEEN

THEFT, 18-4-401(1),(2)(f) C.R.S. (F6) <08A13>

Between and including September 27, 2018 and December 29, 2018, at and triable in the City and County of Denver, State of Colorado, **ERIK OSBORN** and **JOSEPH O'ROURKE** unlawfully, feloniously, and knowingly, without authorization or by threat or deception, obtained, retained, or exercised control over; or knowing or believing it to have been stolen, received, loaned money by pawn or pledge on, or disposed of, a thing of value, namely: **MONEY and SERVICES** of [REDACTED], [REDACTED] and [REDACTED] with the value of two thousand dollars or more but less than five thousand dollars, or knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive [REDACTED], [REDACTED], and [REDACTED] of its use or benefit; in violation of section 18-4-401(1)(b),(2)(f), C.R.S.

The facts supporting Counts 16 through 18 are as follows:

1. All facts in support of all other counts are incorporated herein by reference.

2. On or about September 18, 2018, [REDACTED] and [REDACTED] obtained a bid proposal and contract agreement from Osborn, O'Rourke, and OZZCO to complete a construction project for [REDACTED] located at [REDACTED] Center Drive [REDACTED] in the City of Superior, County of Boulder, State of Colorado for a total cost for the project of \$36,363.00. [REDACTED] signed the bid proposal and contract agreement on September 27, 2018.

3. Between and including September 28, 2018, and March 15, 2019, the [REDACTED] paid Osborn, O'Rourke, and OZZCO approximately \$48,551.40 for the authorized purpose of paying subcontractors, laborers, and material suppliers for work performed on [REDACTED] project.

4. Between and including September 28, 2018 and March 15, 2019, Osborn, O'Rourke, and OZZCO exercised control over the [REDACTED] trust funds, and, without their authority, expended the [REDACTED] trust funds for their own personal benefit, and/or for purposes unrelated to [REDACTED] project.

5. By approximately March 15, 2019, all of the [REDACTED] project's trust funds had been spent by Osborn, O'Rourke, and OZZCO, and approximately \$2,844.35 of those fund had not been spent on material, labor, or payments to subcontractors, thus depriving the [REDACTED] of the use and benefit of those funds.

6. Between and including September 28, 2018 and March 15, 2019, the below listed subcontractors provided services, labor, and/or building materials on [REDACTED] project, being hired by Osborn, O'Rourke and OZZCO as subcontractors.

7. After completing the work on [REDACTED] project the below listed subcontractors requested full payment from Osborn, O'Rourke, and OZZCO for the work they completed on project.

8. As of March 15, 2019, Osborn, O'Rourke, and OZZCO failed to pay the below subcontractors approximately \$8,919.46 for their services, labor, and/or building materials provided during the construction of [REDACTED] project, despite being paid by the [REDACTED]

Subcontractor	Dates of Work	Invoice Date	Invoice Amount	Total Owed to Subcontractor at Project End
[REDACTED]	09/27/19 and 03/02/19	01/29/19 03/02/19	\$919.30 \$801.72	\$1,721.02
[REDACTED]	09/27/18 and 03/02/19	03/02/19	\$1,466.40	\$1,466.40
[REDACTED]	09/27/18 and 12/26/18		\$5,040.00	\$3,635.00
[REDACTED]	09/27/18 and 01/29/19	01/29/19	\$3,000.00	\$2,097.04
Total				\$8,919.46

9. As a result, the above listed subcontractor(s) sustained a loss of approximately \$8,919.46 for services, labor, and/or building materials provided during the construction of [REDACTED] project.
10. Between and including September 28, 2018 and March 31, 2019, [REDACTED] provided services, labor, and/or building materials for [REDACTED] project, being hired by Osborn, O'Rourke, and OZZCO as a subcontractor.
11. On or about March 31, 2019, [REDACTED] requested full payment from Osborn, O'Rourke and OZZCO in the amount of \$2,620.00. Osborn, O'Rourke, and OZZCO refused to pay that amount, despite having received the funds from the [REDACTED]
12. As a result, on or about May 8, 2019, [REDACTED] notified the [REDACTED] that [REDACTED] was going to file a lien on the property in the amount of \$2,620.00.
13. On or about July 12, 2019, the [REDACTED] paid [REDACTED] a total of \$2,844.35 to keep the lien from being filed. This resulted in the [REDACTED] sustaining a loss of \$2,844.35.

COUNT NINETEEN

THEFT, 18-4-401(1),(2)(f) C.R.S. (F6) <08A13>

Between and including September 9, 2018 and March 17, 2019, at and triable in the City and County of Denver, State of Colorado, **ERIK OSBORN** and **JOSEPH O'ROURKE** unlawfully, feloniously, and knowingly, without authorization or by threat or deception, obtained, retained, or exercised control over; or knowing or believing it to have been stolen, received, loaned money by pawn or pledge on, or disposed of, a thing of value, namely: **MONEY** and **SERVICES** of [REDACTED], with the value of two thousand dollars or more but less than five thousand dollars, or knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive [REDACTED] of its use or benefit; in violation of section 18-4-401(1)(b),(2)(f), C.R.S.

The facts supporting Count 19 are as follows:

1. All facts in support of all other counts are incorporated herein by reference.
2. On or about November 9, 2018, Osborn, O'Rourke, and OZZCO requested a bid from [REDACTED], to provide flooring materials and labor for a construction project at [REDACTED] East Arapahoe Court [REDACTED] in the City of Centennial, County of Arapahoe, State of Colorado.
3. Between and including November 30, 2018 and December 5, 2018, [REDACTED] purchased and installed the flooring at [REDACTED] East Arapahoe Court, [REDACTED], in the City of Centennial, County of Arapahoe, State of Colorado. The cost of the flooring and installation was approximately \$3,975.00.
4. On or about December 6, 2018, [REDACTED] invoiced Osborn, O'Rourke, and OZZCO Construction in the amount of \$3,975.00 for the flooring and installation.
5. As of November 13, 2019 Osborn, O'Rourke, and OZZCO failed to pay [REDACTED] [REDACTED] resulting in pay [REDACTED] sustaining a loss of at least \$3,975.00 for their services, labor, and materials provided during the construction project at [REDACTED] East Arapahoe Court in Centennial Colorado.

COUNT TWENTY

THEFT, 18-4-401(1),(2)(f) C.R.S. (F6) <08A13>

Between and including May 7, 2019 and June 28, 2019, at and triable in the City and County of Denver, State of Colorado, ERIK OSBORN and JOSEPH O'ROURKE unlawfully, feloniously, and knowingly, without authorization or by threat or deception, obtained, retained, or exercised control over; or knowing or believing it to have been stolen, received, loaned money by pawn or pledge on, or disposed of, a thing of value, namely: MONEY and SERVICES of [REDACTED] and [REDACTED] with the value of two thousand dollars or more but less than five thousand dollars, or knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive [REDACTED] and [REDACTED] of its use or benefit; in violation of section 18-4-401(1)(b),(2)(f), C.R.S.

The facts supporting Counts 20 are as follows:

1. All facts in support of all other counts are incorporated herein by reference.
2. On or about May 7, 2019, Osborn, O'Rourke, and OZZCO, hired [REDACTED] to provide construction debris roll off containers on a construction project located at [REDACTED] South Galapago Street in the City and County of Denver, State of Colorado.
3. Osborn, O'Rourke, and OZZCO agreed to pay [REDACTED] \$450.00 per roll off containers on the construction project.
4. Between and including, May 7, 2019 and June 28, 2019, [REDACTED] provided services that included delivering and removing the roll off containers to the construction project.
5. On or about May 7, 2019, [REDACTED] sent an invoice to Osborn, O'Rourke, and OZZCO for the first roll off delivered on or about May 7, 2019, which was not paid.
6. Between and including May 9, 2019, and May 22, 2019 [REDACTED] provided an additional five additional roll off containers at the request of Osborn, O'Rourke, and OZZCO.
7. On or about October 1, 2019, [REDACTED] sent an invoice in the amount of \$2,868.67, to Osborn, O'Rourke, and OZZCO requesting payment for the five roll offs delivered which included overweight fee charges and interest charges. That invoice remains unpaid.
8. As a result, [REDACTED] has sustained a loss of approximately \$2,868.67 for services, labor, and/or materials provided during the construction of the project located at [REDACTED] South Galapago Street in Denver.
9. On or about May 10, 2019, Osborn, O'Rourke, and OZZCO, hired [REDACTED] to provide asbestos inspection services on a construction project located at [REDACTED] South Galapago Street in the City and County of Denver, State of Colorado.

10. On or about May 10, 2019, [REDACTED] provided the requested asbestos inspection/testing and report with lab results to Osborn, O'Rourke, and OZZCO.

11. On or about May 13, 2019, [REDACTED] sent an invoice in the amount of \$1,432.00, to Osborn, O'Rourke, and OZZCO requesting payment in full.

12. As of October 8, 2019, Osborn, O'Rourke, and OZZCO failed to pay \$432.00 from the [REDACTED] South Galapago project's trust funds for their services, labor, and/or materials on the project on Galapago Street.

13. As a result, [REDACTED] has sustained a loss of at least \$432.00 for services, labor, and/or materials provided during the construction of the project located at [REDACTED] South Galapago Street in Denver.

COUNT TWENTY-ONE

THEFT, 18-4-401(1),(2)(g) C.R.S. (F5) <08A14>

Between and including November 26, 2018 and January 25, 2019, at and triable in the City and County of Denver, State of Colorado, ERIK OSBORN and JOSEPH O'ROURKE unlawfully, feloniously, and knowingly, without authorization or by threat or deception, obtained, retained, or exercised control over; or knowing or believing it to have been stolen, received, loaned money by pawn or pledge on, or disposed of, a thing of value, namely: MONEY and SERVICES of [REDACTED] with the value of five thousand dollars or more but less than twenty thousand dollars, or knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive [REDACTED] of its use or benefit; in violation of section 18-4-401(1)(b),(2)(g), C.R.S.

The facts supporting Count 21 are as follows:

1. All facts in support of all other counts are incorporated herein by reference.
2. On or about November 26, 2018, Osborn, O'Rourke, and OZZCO, obtained a contract from [REDACTED] located in Lake Wales, Florida, to complete a construction project at [REDACTED] located at [REDACTED] East Arapahoe Road in the City of Centennial, County of Arapahoe, State of Colorado. The total amount of the initial contract was \$18,226.00 and change orders resulted in the total contract being \$27,661.00.
3. Between and including November 26, 2018 and February 4, 2019, [REDACTED] paid Osborn, O'Rourke, and OZZCO a total of \$27,661.00 for the authorized purpose of paying subcontractors, laborers, and material suppliers for work performed on the [REDACTED] project.
4. Between and including November 26, 2018 and January 25, 2019, Osborn, O'Rourke, and OZZCO hired [REDACTED] to provide services, labor, and/or building materials at the [REDACTED] construction project.
5. On or about January 5, 2019, [REDACTED] sent an invoice to Osborn, O'Rourke, and OZZCO requesting full payment in the amount of \$11,313.00 for their services, labor, and/or building materials provided for the construction project at the [REDACTED] project.
6. Between and including April 19 2019 and May 20, 2019, Osborn, O'Rourke, and OZZCO made three payments totaling \$3,000.00, on the initial invoice of \$11,313.00 to [REDACTED] from the trust funds from [REDACTED]. Osborn, O'Rourke, and OZZCO did not pay anything additional on the invoice, despite being provided the funds by [REDACTED].
7. As a result, [REDACTED], has sustained a loss of \$8,313.00 for services, labor, and/or materials provided during the [REDACTED] construction project.

COUNT TWENTY-TWO

THEFT, 18-4-401(1),(2)(g) C.R.S. (F5) <08A.14>

Between and including February 6, 2019 and October 23, 2019, at and triable in the City and County of Denver, State of Colorado, **ERIK OSBORN and JOSEPH O'ROURKE** unlawfully, feloniously, and knowingly, without authorization or by threat or deception, obtained, retained, or exercised control over; or knowing or believing it to have been stolen, received, loaned money by pawn or pledge on, or disposed of, a thing of value, namely: **MONEY and SERVICES** of [REDACTED] with the value of five thousand dollars or more but less than twenty thousand dollars, or knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive [REDACTED] of its use or benefit; in violation of section 18-4-401(1)(b),(2)(g), C.R.S.

The facts supporting Count 22 are as follows:

1. All facts in support of all other counts are incorporated herein by reference.
2. In February of 2019, Osborn, O'Rourke, and OZZCO, obtained a contract from [REDACTED] ([REDACTED]), to complete a construction project at [REDACTED] located at [REDACTED] South Millwaukee Street in the City and County of Denver, State of Colorado. The total amount of the contract was \$54,300.00
3. On or about February 5, 2019, [REDACTED] paid Osborn, O'Rourke, and OZZCO a total of \$54,300.00 in full payment of the construction contract and for the authorized purpose of paying subcontractors, laborers, and material suppliers for work performed on the [REDACTED] project.
4. Between and including February 6, 2019 and February 27, 2019, Osborn, O'Rourke, and OZZCO hired [REDACTED] to provide services, labor, and/or building materials at the [REDACTED] project.
5. On or about February 19, 2019, Osborn, O'Rourke, and OZZCO paid [REDACTED] a partial payment of \$12,000.00 for services, labor, and/or building materials provided for the [REDACTED] project.
6. On or about February 27, 2019, [REDACTED] submitted an invoice to Osborn, O'Rourke, and OZZCO requesting full payment in the amount of \$19,378.00, for their services, labor, and/or building materials provided for the [REDACTED] project.
7. Osborn, O'Rourke, and OZZCO refused to pay [REDACTED] the invoiced amount of \$19,387.00, despite being provided the funds by [REDACTED]
8. As a result, [REDACTED] sustained a loss of \$19,387.00 for services, labor, and/or materials provided during the [REDACTED] construction project.