

State of Minnesota  
County of Hennepin

District Court  
4th Judicial District

Prosecutor File No. 15A06895  
Court File No. 27-CR-16-25498

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**State of Minnesota,**

Plaintiff,

vs.

**DANIEL DAVID BAKER DOB: 04/16/1966**

23320 GRANDVIEW TRAIL  
LAKEVILLE, MN 55044

Defendant.

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**COMPLAINT**

Summons

Amended

The Complainant submits this complaint to the Court and states that there is probable cause to believe Defendant committed the following offense(s):

**COUNT I**

**Charge: Theft-By Swindle**

Minnesota Statute: 609.52.2(a)(4), with reference to: 609.52.3(5), 609.52.3(1)

Maximum Sentence: 20 YEARS AND/OR \$100,000

Offense Level: Felony

Offense Date (on or about): 01/01/2014

Control #(ICR#): 15010503

Charge Description: That on or about 1/1/2014 to 4/30/2014, in Hennepin, Dakota and Scott Counties, Minnesota, DANIEL DAVID BAKER obtained property or services from victims by swindling them using artifice, trick, device or other means, and the property or services had a value in excess of Thirty-Five Thousand Dollars \$35,000.00.

**COUNT II**

**Charge: Theft-By Swindle**

Minnesota Statute: 609.52.2(a)(4), with reference to: 609.52.3(5), 609.52.3(1)

Maximum Sentence: 20 YEARS AND/OR \$100,000

Offense Level: Felony

Offense Date (on or about): 05/01/2014

Control #(ICR#): 15010503

Charge Description: That on or about 5/1/2014 to 08/31/2014, in Hennepin, Dakota and Scott Counties, Minnesota, DANIEL DAVID BAKER obtained property or services from victims by swindling them using artifice, trick, device or other means, and the property or services had a value in excess of Thirty-Five Thousand Dollars (\$35,000.00).

**COUNT III**

**Charge: Theft-By Swindle**

Minnesota Statute: 609.52.2(a)(4), with reference to: 609.52.3(5), 609.52.3(1)

Maximum Sentence: 20 YEARS AND/OR \$100,000

Offense Level: Felony

Offense Date (on or about): 09/01/2014

Control #(ICR#): 15010503

Charge Description: That on or about 9/1/2014 to 12/31/2014, in Hennepin, Dakota and Scott Counties, Minnesota, DANIEL DAVID BAKER obtained property or services from victims by swindling them using artifice, trick, device or other means, and the property or services had a value in excess of Thirty-Five Thousand Dollars (\$35,000.00).

**COUNT IV**

**Charge: Theft-By Swindle**

Minnesota Statute: 609.52.2(a)(4), with reference to: 609.52.3(5), 609.52.3(1)

Maximum Sentence: 20 YEARS AND/OR \$100,000

Offense Level: Felony

Offense Date (on or about): 01/01/2015

Control #(ICR#): 15010503

Charge Description: That on or about 1/1/2015 to 4/30/2015, in Hennepin and Dakota Counties, Minnesota, DANIEL DAVID BAKER obtained property or services from Victims by swindling them using artifice, trick, device or other means, and the property or services had a value in excess of Thirty-Five Thousand Dollars (\$35,000.00).

**COUNT V**

**Charge: Nonpayment for Improvement**

Minnesota Statute: 514.02.1(b), with reference to: 609.52.3(2)

Maximum Sentence: 10 YEARS AND/OR \$20,000

Offense Level: Felony

Offense Date (on or about): 01/01/2014

Control #(ICR#): 15010503

Charge Description: That on or about 1/1/2014 to 4/30/2015, in Hennepin, Dakota and Scott Counties, Minnesota, DANIEL DAVID BAKER did unlawfully fail to use the proceeds of a payment made to him by victims for the improvement of real estate for the payment of labor, skill, material, and machinery contributed to the improvement, knowing that the cost of the labor performed, or skill, material, or machinery furnished remains unpaid, and DANIEL DAVID BAKER has not furnished either a valid lien waiver under section 514.07 or a payment bond in the basic amount of the contract price for the improvement, and the payment proceeds had a value in excess of Five Thousand Dollars (\$5,000.00).

## STATEMENT OF PROBABLE CAUSE

The probable cause portion of the complaint has been amended to remove language and add language as follows:

Your Complainant, Andrew Rohde, is a detective in the Eden Prairie Police Department. In that capacity, your complainant investigated the facts and circumstances of this case, in conjunction with other law enforcement agencies, by reviewing relevant records and interviewing witnesses. The investigation revealed the following:

Background:

Over a period of several months in early 2015, a number of homeowners located throughout the Twin Cities Metro area notified law enforcement that they had been defrauded by Defendant herein DANIEL DAVID BAKER (DOB 04/16/1966). Your Complainant learned that the Defendant was the owner and operator of Lifestyle Basements, a building contractor located in the city of Eden Prairie, Hennepin County, Minnesota. Each of the victim homeowners entered into a contract with the Defendant to be the general contractor on a home remodeling project. Each of the victim homeowners made multiple scheduled payments to the Defendant pursuant to these remodeling contracts. In total, the fourteen (14) victim homeowners included in this complaint paid the Defendant \$1,158,592.70 for his contractor services between January 1, 2014, and April 30, 2015. In each instance, the Defendant told the victim homeowners or otherwise led them to believe that the funds they provided would be used for the improvement of their properties, including payments to any subcontractors who provided work on their respective projects. The investigation showed that the Defendant did not use the Victim homeowners' funds for their intended purpose. The Defendant was deeply in debt throughout the timeframe of the charged complaint, and used the Victim homeowners' funds to make payments on other debts that he owed, including past debts to subcontractors. The Defendant also left the Victims' remodeling projects unfinished, and failed to pay many of the subcontractors involved in the projects for work performed.

As a result of the Defendant's failure to pay subcontractors involved in each project, many of these subcontractors served the victim homeowners with pre-lien notices, and some filed actual liens against the victim homeowners' properties. Many of the victim homeowners were forced to negotiate directly with the subcontractors to satisfy these debts, often paying the subcontractors directly with additional funds even though they had already paid the Defendant for the subcontractors' labor and materials. In effect, the victim homeowners paid twice for work that was performed on their residences. The investigation found no indication that the Defendant provided any of the victim homeowners a lien waiver, payment bond, or other similar instrument in regard to their remodeling contracts.

A review of bank records shows that one or both of the Defendant's Wells Fargo business accounts were overdrawn nearly every month during the time period of the charges, and that he regularly drew checks on insufficient funds. Many reversed checks were written to the subcontractors involved in the charged case. The records further show that the Defendant was making payments during the charged timeframe on overdue debts for rental payments and back taxes, and that he had multiple loans outstanding. In June 2014, the IRS levied \$13,270.08 from his business account. Your Complainant learned that the Defendant owed \$519,708.26 in unpaid invoices to various subcontractors. Over \$200,000.00 of that debt was for work performed by subcontractors on the victim homeowners' projects. Despite all of these outstanding debts, reversed checks to subcontractors, and regular overdrawn balances on his business account, the Defendant continued to pay himself a regular salary of \$3,350.00 every two weeks from the business accounts. The Defendant further made payments on his personal credit card from the business accounts; and took \$179,360.79 in cash withdrawals from the business account during the charged timeframe.

In the latter months of the charged complaint, the Defendant received a substantial “long term loan” of \$200,000.00 from a female party which was deposited into his business account. In the immediate weeks following this deposit the Defendant made multiple personal withdrawals from the business account, including a withdrawal of \$70,000.00 on April 8, 2015. Despite the \$200,000.00 deposit, the Defendant’s business account returned to a negative balance within the span of one month. In the final two months of the charged time frame, just after receiving the final victim homeowner payments, the Defendant withdrew over \$162,000.00 from the business account.

The criminal complaint includes victim homeowners from Hennepin, Dakota, and Scott Counties. The State maintains venue in Hennepin County pursuant to § 609.52, subd. 3(5) which provides that when two or more offense are committed by the same person in two or more counties, the accused may be prosecuted in any county in which one of the offense was committed for all the offenses aggregated.

Victim Homeowners:

Victim Homeowner 1 – D.H. – residence located in the City of Rosemount, Dakota County, Minnesota

D.H. and his wife entered into a contract with the Defendant to perform home improvement work at their residence, pursuant to which five payments were made to the Defendant from January 7, 2014, through April 28, 2014, totaling \$108,319.00. The Defendant told them that the funds would be used for work on their house, including payment of subcontractors and for materials. The victim homeowners would not have provided the Defendant these funds without that promise. D.H. later learned, however, that Defendant had not used their funds for this intended purpose. The project began on schedule, but quickly began experiencing extended delays. The Defendant explained that these delays were related to the availability of materials and other factors. However, the victim homeowners later learned these explanations were false and that the delays resulted from the fact that the Defendant had diverted their funds to other purposes and, as a result, had run out of funds to complete the project. The victim homeowners told your Complainant that one of the subcontractors contacted them seeking payment of funds that Defendant had failed to deliver to the subcontractor. The victim homeowners were eventually forced to use their own funds to complete the project – in effect, paying twice for the same work. Records show that the Defendant failed to make the following payments owed to subcontractors for work on this project:

- \$150.00 to Cityscape Contractors, Inc.; and
- \$7729.95 to Xtreme Electrical Services, Inc.

Xtreme Electrical Services filed a Lien on D.H.’s property as a result of the unpaid bill.

Victim Homeowner 2 – D.C. – residence located in the City of Eagan, Dakota County, Minnesota

D.C. and his wife entered into a contract with the Defendant to perform home improvement work at their residence, pursuant to which seven payments were made to the Defendant from January 15, 2014, through July 17, 2014, totaling \$72,329.00. The Defendant led these victim homeowners to believe that the funds would be used for work on their house. The victim homeowners told your Complainant that they would not have provided the Defendant the funds otherwise. D.C. later learned that the Defendant had not used their funds for this purpose. The remodeling project began on schedule but quickly began experiencing extended delays, which the Defendant blamed on the availability of materials and other factors. The victim homeowners later learned, however, that these explanations were false and that the delays resulted from the fact that the Defendant had diverted their funds to other purposes and, as a result, had run out of funds to finish their project. D.C. told your Complainant that subcontractors began contacting them, seeking

payment of funds that the Defendant had failed to deliver. Several of the subcontractors threatened to file liens against D.C.'s house for these unpaid bills. D.C. explained that, ultimately, they were forced to use their own funds to complete the project – in effect, paying twice for the same work. Records show that the Defendant failed to make the following payments owed to subcontractors for work on this project:

- \$5,723.50 to Universal Stone, Inc.;
- \$37.50 to Elite Waste Disposal, Inc.;
- \$1,100.00 to Ultimate Drywall, Inc.;
- \$7,500.00 to Xtreme Electrical Services, Inc.; and
- \$5,338.17 to Lampert Lumber.

Both Lampert Lumber and Xtreme Electrical Services filed Liens on D.C.'s property as a result of these unpaid bills.

Victim Homeowner 3 – T.D. – residence located in the City of Maple Grove, Hennepin County, Minnesota

T.D. and his wife entered into a contract with the Defendant to perform home improvement work at their residence, pursuant to which five payments were made to the Defendant from February 14 to November 12, 2014, totaling \$93,266. The Defendant led these victim homeowners to believe that the funds would be used for work on their house, including payment of subcontractors and for materials. The victim homeowners would not have provided the Defendant these funds otherwise. T.D. later learned that the Defendant had not used their funds for this purpose. T.D. told investigators that after the work was completed, a subcontractor on the project, Xtreme Electrical Services, Inc., notified them that they had not been paid for work on their project and placed a lien against their property. Records show that the Defendant failed to make the following payments owed to subcontractors for work on this project:

- \$1,202.00 to Universal Stone, Inc.;
- \$150.00 to Ultimate Drywall, Inc.; and
- \$9,405.00 to Xtreme Electrical Services, Inc.

Xtreme Electrical Services filed a Lien on T.D.'s property as a result of the unpaid bill.

Victim 4 – C.J. – residence located in the City of Prior Lake, Scott County, Minnesota

C.J. and his wife entered into a contract with the Defendant to perform home improvement work at their residence, pursuant to which six payments were made to the Defendant from February 25, 2014, through December 1, 2014, totaling \$62,729.12. The Defendant told the victim homeowners that these funds would be used for work on their house and the Defendant gave them a detailed outline of the manner in which the funds would be paid by the Defendant to the subcontractors on the project. C.J. informed your Complainant that they would not have provided the Defendant the funds otherwise. C.J. learned that the Defendant did not use the funds for this purpose. Subcontractors on the project began contacting C.J., seeking payment that Defendant had failed to deliver to them. Records show that the Defendant failed to make the following payments owed to subcontractors for work on this project:

- \$1,087.50 to Cityscape Contractors, Inc.;
- \$5,311.00 to Universal Stone, Inc.; and
- \$7,955.00 to Xtreme Electrical Services, Inc.

Xtreme Electrical Services filed a Lien on C.J.'s property as a result of the unpaid bill.

Victim Homeowner 5 – J.H. – residence located in the City of Maple Grove, Hennepin County, Minnesota

J.H. and his wife entered into a contract with the Defendant to perform home improvement work at their residence, pursuant to which five payments were made to the Defendant from March 7 through September 17, 2014, totaling \$74,063.67. J.H. said that the Defendant led them to believe that these funds would be used for the work on their residence, including payment of subcontracts involved in the project. J.H. would not have given the Defendant their funds without this understanding. J.H. learned that the Defendant had not used their funds for this purpose. J.H. explained that the Defendant ceased working on their remodeling project. Subcontractors who had performed work on the project began contacting J.H., demanding payments that the Defendant had failed to deliver to them for work performed. J.H. explained that, ultimately, they were forced to use their own funds to complete the project – in effect, paying twice for the same work. Records show that the Defendant failed to make the following payments owed to subcontractors for work on this project:

- \$5,243.00 to Cityscape Contractors, Inc.;
- \$4,785.00 to Xtreme Electrical Services, Inc.;
- \$5,672.00 to Universal Stone, Inc.; and
- \$922.50 to Ultimate Drywall, Inc.

Both Cityscape Contractors and Xtreme Electrical Services filed Liens on J.H.'s property as a result of the unpaid bills.

Victim Homeowner 6 – J.D. – residence located in the City of Eagan, Dakota County, Minnesota

J.D. and his wife entered into a contract with the Defendant to perform home improvement work on their residence, pursuant to which five payments were made to the Defendant from May 22, 2014, through October 7, 2014, totaling \$120,800. J.D. said that the Defendant led them to believe that all of this money would be used to pay for the work on their residence, not other jobs and expenses of the Defendant. J.D. later learned that the Defendant had not used their funds for this purpose. Three months after the project began, the Defendant admitted to them that he had diverted J.D.'s funds to other purposes, and therefore lacked the money to proceed with the work. The Defendant told J.D. that he was waiting to receive money from other new jobs in order to continue work on J.D.'s home. J.D. later learned that the Defendant had failed to pay several of the subcontractors who had performed work and provided materials on the project. J.D. explained that, ultimately, they were forced to use their own funds to complete the project – in effect, paying twice for the same work. Records show that the Defendant failed to make the following payments owed to subcontractors for work on this project:

- \$11,017.67 to Lampert Lumber;
- \$2274.19 to Glowing Hearth and Home, Inc.;
- \$97.50 to Elite Waste Disposal, Inc.;
- \$8242.00 to Ultimate Drywall, Inc.; and
- \$9262.50 to Xtreme Electrical Services, Inc.

Both Xtreme Electrical Services and Lampert Lumber filed Liens on J.D.'s property as a result of the unpaid bill.

Victim Homeowner 7 – B.B. – residence located in the City of Maple Grove, Hennepin County, Minnesota

B.B. and his wife entered into a contract with the Defendant to perform home improvement work at their residence, pursuant to which five payments were made to the Defendant from July 21, 2014, through November 21, 2014, totaling \$56,124.00. The Defendant led the victim homeowners to believe that the funds would be used for work on their house, including payment of subcontractors and for materials. The victim homeowners would not have provided the Defendant the funds otherwise. B.B. later learned that the Defendant had not used their funds for this purpose. After significant delays in completing the work, the Defendant informed B.B. that he would not be able to complete their project. The Defendant admitted that he had used the payments from B.B. to meet other business expenses, and that he no longer had the funds necessary to finish B.B.'s project. B.B. subsequently learned that the Defendant had not paid the subcontractors who had worked on B.B.'s project. As a result, one of these subcontractors placed a lien on the property. B.B. has since paid other subcontractors in order to prevent additional liens from being filed against their property. B.B. explained that, ultimately, they were forced to use their own funds to complete the project – in effect, paying twice for the same work. Records showed that the Defendant failed to make the following payments owed to subcontractors for work performed on this project:

- \$4,995.64 to Lampert Lumber;
- \$870.70 to Cedar View Electric, Inc.;
- \$3,929.00 to Nu Shapes, Inc.;
- \$2544.92 to Glowing Hearth and Home, Inc.;
- \$370.00 to Legend Services, Inc.;
- \$742.74 to Elite Waste Disposal, Inc.; and
- \$12,969.96 to Ultimate Drywall, Inc.

Lampert Lumber filed a Lien on B.B.'s property as a result of the unpaid bill.

Victim Homeowner 8 – J.W. – residence located in the City of Excelsior, Hennepin County, Minnesota

J.W. entered into a contract with the Defendant to perform home improvement work at their residence, pursuant to which five payments were made to the Defendant from August 8 through December 2, 2014, totaling \$98,495. The Defendant led the Victim homeowners to believe that their funds would be used for work on their house, including payment of subcontractors and for materials. The victim homeowners would not have provided the Defendant their funds otherwise. J.W. later learned that the Defendant had not used their funds for this purpose. The Defendant stopped work on the project, informing the victim homeowners that he had diverted their funds to other purposes, that he lacked funds to finish the project until he could secure payments from other clients. The Defendant further admitted that he would not be able to pay the subcontractors who had performed work at their house. The victim homeowners began receiving pre-lien and lien notices from subcontractors. J.W. explained that they were forced to use their own funds to complete the project – in effect, paying twice for the same work. Records show that the Defendant failed to make the following payments owed to subcontractors for work on this project:

- \$1435.70 to Cedar View Electric, Inc.;
- \$12,267.00 to Nu Shapes, Inc.;
- \$3107.66 to Glowing Hearth and Home, Inc.;
- \$1781.32 to Elite Waste Disposal, Inc.;
- \$15,927.96 to Ultimate Drywall, Inc.; and
- \$9108.73 to Lampert Lumber.

Lampert Lumber filed a Lien on J.W.'s property as a result of the unpaid bill.

Victim Homeowner 9 – L.T. – residence located in the City of Eden Prairie, Hennepin County, Minnesota

L.T. entered into a contract with the Defendant to perform home improvement work at her residence, pursuant to which four payments were made to the Defendant from August 21, 2014, to December 12, 2014, totaling \$69,420. The Defendant told the victim homeowners that these funds would be used for work on their house and the signed contract documents indicated the same. The victim homeowners would not have provided him their funds otherwise. However, bank records and statements from L.T. indicate that Defendant did not use the funds for this purpose. Work on L.T.'s project stopped when it was only half finished, with the Defendant providing a variety of excuses, including the unavailability of subcontractors. The victim homeowners later learned that these explanations were false and that the delays resulted from the fact that the Defendant had diverted their funds to other purposes and had run out of funds to complete the project. Subcontractors who performed work on the project then began contacting L.T., seeking payments that the Defendant had failed to deliver. The victim homeowners were forced to use their own funds to complete the project – in effect, paying twice for the same work. Records show that the Defendant failed to make the following payments owed to subcontractors for work on L.T.'s project:

- \$8152.60 to Lampert Lumber;
- \$14,993.96 to Ultimate Drywall, Inc.;
- \$3,910.00 to Nu Shapes, Inc.;
- \$3,792.00 to Legend Services, Inc.;
- \$931.20 to Cedar View Electric, Inc.;
- \$3,814.17 to Glowing Hearth and Home, Inc.; and
- \$72.50 to Elite Waste Disposal, Inc.

Lampert Lumber filed a Lien on L.T.'s property as a result of the unpaid bill.

Victim Homeowner 10 – R.F. – residence located in the City of Lakeville, Dakota County, Minnesota.

R.F. entered into a contract with the Defendant to perform home improvement work at his residence, pursuant to which six payments were made to the Defendant from August 25, 2014, through January 7, 2015, totaling \$97,010.00. The Defendant led the victim homeowners to believe that the funds would be used for work on their house. The victim homeowners would not have provided the Defendant their funds otherwise. They later learned that the Defendant had not used their funds for this purpose. R.F.'s remodeling project began on schedule, but then quickly began experiencing extended delays. The Defendant claimed that the delays were due to subcontractor availability and other factors. The victim homeowners later learned that the Defendant's explanations were false and that the delays actually resulted from the fact that the Defendant had diverted their funds to other purposes and had run out of funds to complete the project. Subcontractors began contacting the victim homeowners, seeking payments that the Defendant had failed to deliver. The victim homeowners were forced to use their own funds to complete the project – in effect paying twice for the same work. Records show that the Defendant failed to make the following payments owed to subcontractors for work on this project:

- \$2,400.00 to Legend Services, Inc.;
- \$3,289.10 to Cedar View Electric, Inc.;
- \$8,447.00 to Nu Shapes, Inc.;
- \$3699.17 to Glowing Hearth and Home, Inc.;
- \$742.74 to Elite Waste Disposal, Inc.;
- \$17,192.32 to Ultimate Drywall, Inc.; and
- \$16,965.92 to Lambert Lumber.



Lambert Lumber filed a Lien on R.F.'s property as a result of the unpaid bill.

Victim Homeowner 11 – C.S. – residence located in the City of Eden Prairie, Hennepin County, Minnesota

C.S. and his wife entered into a contract with the Defendant to perform home improvement work at their residence, pursuant to which five payments were made to the Defendant from August 28, 2014, to January 20, 2015, totaling \$88,850.00. The Defendant told the victim homeowners that subcontractors on their project would be paid using these funds. The Defendant further represented to them that the subcontractors were, in fact, paid. C.S. later learned that the Defendant did not use their funds for this purpose. The Defendant ceased working on C.S.'s remodeling project before it was finished, providing a range of excuses relating to the availability of labor and materials. C.S. later learned these explanations were false and that the delays resulted from the fact that Defendant had diverted their funds to other purposes and had run out of funds to complete the project. The victim homeowners began to receive notices from subcontractors saying they had not been paid by the Defendant for work performed at their residence. C.S. told your Complainant that one subcontractor filed a lien against his property. C.S. was forced to pay other subcontractors in order to prevent additional liens from being filed. Ultimately, the victim homeowners had to use their own funds to complete the project – in effect, paying twice for the same work. Records showed that the Defendant failed to make the following payments owed to subcontractors for work on C.S.'s remodeling project:

- \$13,227.50 to Lampert Lumber;
- \$8,060.00 to Legend Services, Inc.;
- \$2429.05 to Cedar View Electric, Inc.;
- \$12,888 to Nu Shapes, Inc.;
- \$4,860.00 to MJ Trimming;
- \$72.50 to Elite Waste Disposal, Inc.;
- \$21,417.71 to Ultimate Drywall, Inc.; and

Lampert Lumber filed a Lien on C.S.'s property as a result of the unpaid bill.

Victim Homeowner 12 – A.S. – residence located in the City of Minneapolis, Hennepin County, Minnesota

A.S. and her husband entered into a contract with Defendant to perform home improvement work at their residence, pursuant to which five payments were made to the Defendant from October 10, 2014, through February 25, 2015, totaling \$78,776.00. The Defendant told the victim homeowners that these funds would be used for the work on their residence. The victim homeowners would not have provided their funds to the Defendant otherwise. A.S. later learned that Defendant had not used their funds for this purpose. The Defendant ceased working on their project and became difficult to contact. A.S. learned that the Defendant failed to pay the subcontractors involved in the project. A.S. provided funds to the Defendant for the purchase of kitchen cabinets. A.S. learned that the Defendant never gave these funds to the cabinet maker. A.S. contacted the cabinet maker and learned that the cabinet maker had previously informed Defendant that it would only accept payment directly from the homeowner. The Defendant had, therefore, accepted payment from A.S. knowing that he would not use it for the agreed purpose. A.S. was ultimately forced to use her own funds to complete the project – in effect, paying twice for the same work. Records show that the Defendant failed to make the following payments owed to subcontractors:

- \$492.00 to Legend Services, Inc.;
- \$3,304.00 to Cedar View Electric, Inc.; and
- \$4,889.96 to Ultimate Drywall, Inc.

Victim Homeowner 13 – K.A. – residence located in the City of Eden Prairie, Hennepin County, Minnesota

K.A. and his wife entered into a contract with the Defendant to perform home improvement work at their residence, pursuant to which four payments were made to the Defendant from October 30, 2014, to February 11, 2015, totaling \$66,345.00. The Defendant led the victim homeowners to believe that these payments were for labor and materials related to the project, including work performed by subcontractors. The Defendant did not use their funds for this purpose, however. The Defendant ceased work on the project before it was completed, making a variety of excuses relating to the availability of vendors and obtaining permits. K.A. later learned that these explanations were false. The delays resulted from the fact that the Defendant had diverted their funds to other purposes and had run out of funds to complete the project. The victim homeowners began to receive notices from subcontractors that they had not been paid by the Defendant for work performed at K.A.'s residence. K.A. also learned that certain items for which he had given money to the Defendant had never even been ordered. The victim homeowners were ultimately forced to use their own funds to complete the project – in effect, paying twice for the same work. Records show that the Defendant failed to make the following payments owed to subcontractors for this project:

- \$3983 to Cedar View Electric, Inc.;
- \$4601 to Legend Services, Inc.;
- \$2195.32 to Glowing Hearth and Home, Inc.;
- \$869.76 to Elite Waste Disposal, Inc.;
- \$2,527.52 to Lampert Lumber; and
- \$9137.96 to Ultimate Drywall, Inc.

Lampert Lumber filed a Lien on K.A.'s property as a result of the unpaid bill.

Victim 14 – C.W. – residence located in the City of Eden Prairie, Hennepin County, Minnesota

C.W. and his wife entered into a contract with the Defendant to perform work at their residence, pursuant to which four payments were made to the Defendant from November 3, 2014, through January 30, 2015, totaling \$76,726.00. The Defendant told the victim homeowners that the funds would be used for work on their house, including payment of subcontractors and for materials. The victim homeowners would not have provided the Defendant these funds without this understanding. They later learned that the Defendant had not used their funds for this purpose. Work on C.W.'s remodeling project eventually ceased, with the Defendant making a variety of excuses relating to subcontractor availability. The victim homeowners later learned that these explanations were false. The delays resulted from the fact that the Defendant had diverted their funds to other purposes, and had run out of funds to complete the project. C.W. began to receive pre-lien notices from subcontractors, indicating that they had not received payment from the Defendant for work performed on C.W.'s home. The Defendant later informed them that he had no money to make payments to those subcontractors. The victim homeowners estimated that less than \$10,000 worth of work was done on their home. C.W. and his wife were ultimately forced to use their own funds to complete the project – in effect, paying twice for the same work. Records show that that Defendant failed to make the following payments owed to subcontractors:

- \$506 to Legend Services, Inc.;
- \$1039.55 to Cedar View Electric, Inc.;
- \$2349.06 to Glowing Hearth and Home, Inc; and
- \$3842.29 to Ultimate Drywall, Inc..

## Criminal Charges:

The State has filed an Addendum to this Amended Complaint which is a spreadsheet detailing the dates and amounts of each individual contract payment made by the Victim Homeowners to the Defendant during the charged timeframe.

### Count 1 – Theft by Swindle over \$35,000:

Between January 1, 2014 and April 30, 2014, Victim homeowners paid the Defendant \$268,054.00 pursuant to their remodeling contracts.

### Count 2 – Theft by Swindle over \$35,000:

Between May 1, 2014, and August 31, 2014, Victim homeowners paid the Defendant \$260,777.00 pursuant to their remodeling contracts.

### Count 3 – Theft by Swindle over \$35,000:

Between September 1, 2014 and December 31, 2014, Victim homeowners paid the Defendant \$563,679.79 pursuant to their remodeling contracts.

### Count 4 – Theft by Swindle over \$35,000:

Between January 1, 2015 and April 30, 2015, Victim homeowners paid the Defendant \$66,082.00 pursuant to their remodeling contracts.

### Count 5 – Nonpayment for Improvement:

Between January 1, 2014 and April 30, 2015, the Defendant entered into contracts and obtained multiple payments from each of the Victim Homeowners which were deposited into his business accounts. In each instance, the Defendant secured multiple subcontractors who provided labor and materials for each of the remodeling projects. The Defendant failed to pay many of the subcontractors who provided work on each remodeling project even though the Victim homeowners had specifically provided funds to the Defendant for this purpose. As a result, subcontractors filed pre-lien notices and actual liens on the Victim homeowners' properties. Your Complainant learned over the course of the investigation that the Defendant owed over \$200,000.00 in unpaid invoices for work performed by subcontractors on the Victim homeowners' projects. The investigation revealed no evidence that the Defendant provided proper Lien Waivers or an appearance bond in the amount of the contract price to any of the Victim homeowners.

## SIGNATURES AND APPROVALS

Complainant requests that Defendant, subject to bail or conditions of release, be:  
(1) arrested or that other lawful steps be taken to obtain Defendant's appearance in court; or  
(2) detained, if already in custody, pending further proceedings; and that said Defendant otherwise be dealt with according to law.

Complainant declares under penalty of perjury that everything stated in this document is true and correct. Minn. Stat. § 358.116; Minn. R. Crim. P. 2.01, subds. 1, 2.

**Complainant**

Andrew Rohde  
Detective  
8080 Mitchell Rd  
Eden Prairie, MN 55344  
Badge: 049

Electronically Signed:  
01/26/2017 03:28 PM  
Hennepin County, Minnesota

Being authorized to prosecute the offenses charged, I approve this complaint.

**Prosecuting Attorney**

Sarah Stennes  
300 S 6th St  
Minneapolis, MN 55487  
(612) 348-5550

Electronically Signed:  
01/26/2017 03:18 PM

**FINDING OF PROBABLE CAUSE**

From the above sworn facts, and any supporting affidavits or supplemental sworn testimony, I, the Issuing Officer, have determined that probable cause exists to support, subject to bail or conditions of release where applicable, Defendant's arrest or other lawful steps be taken to obtain Defendant's appearance in court, or Defendant's detention, if already in custody, pending further proceedings. Defendant is therefore charged with the above-stated offense(s).

**SUMMONS**

THEREFORE YOU, THE DEFENDANT, ARE SUMMONED to appear on \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_ AM/PM before the above-named court at 300 S Sixth Street, Minneapolis, MN 55487 to answer this complaint.

IF YOU FAIL TO APPEAR in response to this SUMMONS, a WARRANT FOR YOUR ARREST shall be issued.

**WARRANT**

To the Sheriff of the above-named county; or other person authorized to execute this warrant: I order, in the name of the State of Minnesota, that the Defendant be apprehended and arrested without delay and brought promptly before the court (if in session), and if not, before a Judge or Judicial Officer of such court without unnecessary delay, and in any event not later than 36 hours after the arrest or as soon as such Judge or Judicial Officer is available to be dealt with according to law.

*Execute in MN Only*

*Execute Nationwide*

*Execute in Border States*

**ORDER OF DETENTION**

Since the Defendant is already in custody, I order, subject to bail or conditions of release, that the Defendant continue to be detained pending further proceedings.

Bail: \$0.00

Conditions of Release:

This complaint, duly subscribed and sworn to or signed under penalty of perjury, is issued by the undersigned Judicial Officer as of the following date: January 26, 2017.

**Judicial Officer**

Ronald L. Abrams  
District Court Judge

Electronically Signed: 01/26/2017 03:41 PM

Sworn testimony has been given before the Judicial Officer by the following witnesses:

**COUNTY OF HENNEPIN  
STATE OF MINNESOTA**

**State of Minnesota**

Plaintiff

vs.

**DANIEL DAVID BAKER**

Defendant

**LAW ENFORCEMENT OFFICER RETURN OF SERVICE**  
*I hereby Certify and Return that I have served a copy of this  
Summons upon the Defendant herein named.*

Signature of Authorized Service Agent: