

STATE OF WISCONSIN

Plaintiff,

-vs-

DANIEL D. STEINER
W2860 Brookhaven Drive
Appleton, WI 54915
DOB: 06/23/1975
Sex/Race: M/W
Eye Color: Hazel
Hair Color: Brown
Height: 6 ft 2 in
Weight: 250 lbs
Alias:

Ref. Agency:
DA Case No.: 2014DA005325
Assigned DA/ADA:
Agency Case No.:

Court Case No.: 14-CF-1123
ATN:

Defendant,

COMPLAINING WITNESS
Investigator Linda Kohlmeyer

The above-named complaining witness being first duly sworn states the following:

Count 1: THEFT BY CONTRACTOR >\$5000 <=\$10,000

The above-named defendant on or about Thursday, December 15, 2011, in the City of Madison, Dane County, Wisconsin, did as one under an agreement for the improvement of land, received money from the owners Corey Stelljes and Heather Stelljes and without consent of the owners and contrary to his authority; intentionally used any of the money for any purpose other than the payment of claims due or to become due from the defendant for labor and materials used in the improvements before all claims were paid in full contrary to sec. 943.20(1)(b) Wis. Stats. and, contrary to sec. 779.02(5) and 943.20(3)(bm), 939.50(3)(h) Wis. Stats., a Class H Felony, and upon conviction may be fined not more than Ten Thousand Dollars (\$10,000), or imprisoned not more than six (6) years, or both.

Count 2: THEFT BY CONTRACTOR >\$5000 <=\$10,000

The above-named defendant on or about Tuesday, July 05, 2011, in the City of Middleton, Dane County, Wisconsin, did as one under an agreement for the improvement of land, received money from the owners Bernard Pehl and without consent of the owners and contrary to his authority; intentionally used any of the money for any purpose other than the payment of claims due or to become due from the defendant for labor and materials used in the improvements before all claims were paid in full contrary to sec. 943.20(1)(b) Wis. Stats. and, contrary to sec. 779.02(5) and 943.20(3)(bm), 939.50(3)(h) Wis. Stats., a Class H Felony, and upon conviction may be fined not more than Ten Thousand Dollars (\$10,000), or imprisoned not more than six (6) years, or both.

FACTS:

Your complainant is an investigatory for the Dane County District Attorney's Office and for this complaint is relying upon information obtained by Investigator Camellia Howe who is employed in the Consumer Protection and Antitrust Unit of the Wisconsin Department of Justice.

Investigator Camellia Howe reports that she has investigated civil and criminal consumer protection complaints for the past four years. Investigator Howe was assigned to investigate numerous complaints of Theft by Contractor perpetrated by the defendant, Daniel Steiner, in Outagamie, Brown, and Dane Counties.

The Articles of Incorporation for "Midwest Roofing Corporation," filed with the Wisconsin Department of Financial Institutions, name the defendant, Daniel D. Steiner, as the registered agent. Those records are kept in the normal course of business.

On January 25, 2013, Investigator Howe was present at the Grand Chute Police Department for an interview with the defendant during which he stated that Midwest Roofing was his business and that he did all of the deposits. The defendant stated that Midwest Roofing went bankrupt. The defendant described his situation as one of "cash flow." The defendant stated that he would use funds from one client's project to "do the next person's job." The defendant stated that his hands were tied if a client did not pay. The defendant stated that when money came in from one job, he would use the money to keep different jobs going.

COREY STELLJES

Investigator Howe reports that she read the court documents filed on July 19, 2012 in Dane County Circuit Court file no. 12-SC-6035 and a complaint by Corey Stelljes of Madison, Wisconsin, filed on May 21, 2012 with the Better Business Bureau.

Investigator Howe spoke with Stelljes on August 5, 2013. Stelljes reported that on September 12, 2011, the defendant arrived at Stelljes' residence, located in the City of Madison, Dane County, Wisconsin, with an assistant named Michelle Miller. Stelljes reported he signed a contract with the defendant, who was operating as Midwest Roofing, for roof and siding repair due to hail damage.

Stelljes stated that the defendant said the home improvement project would be divided into two payments. Stelljes agreed. Stelljes stated that the defendant assured him the project would start as soon as the defendant received his first payment.

Stelljes reported that he had problems with the defendant as soon as the defendant received the first check for \$4,400.00 dated November 14, 2011. Stelljes reported that it was difficult to get Steiner to finish the first part of the project (the roof), but ultimately it was completed.

Stelljes stated that on December 15, 2011 he gave Steiner the second check in the amount of \$7,814.28 to complete the second part of the project, the siding of Stelljes' house. Bank records show that Steiner deposited this check into his account on December 19, 2011. Stelljes stated that Steiner installed half of the insulation and then removed all of the aluminum siding off of Stelljes' home. Steiner loaded the siding and left to recycle it. Steiner then stopped returning Stelljes' telephone calls.

Stelljes stated that over the course of months, he made many attempts to contact Steiner via telephone and U.S. Mail. Stelljes then received a Notice of Lien claim via certified mail from ABC Supply Co. ("ABC"). Steiner had not paid ABC for the materials for Stelljes' home, amounting to \$7,014.90. Therefore, ABC was seeking payment from Stelljes.

~~Stelljes stated that after~~ numerous attempts he eventually spoke with the defendant. Stelljes states ~~that~~ the defendant told Stelljes that he was not going to complete the job or return any of the money, and he was going file bankruptcy.

Stelljes stated he had to hire another business and pay them \$5,000.00 to complete the job initially started by the defendant. Stelljes said the \$5,000.00 was insufficient to complete the job, but it was all the money he was able to afford after the defendant abandoned the job.

Stelljes obtained copies of the checks he issued to the defendant. The first check shows the front and back of the cashed check that was issued by Corey and Heather Stelljes and made payable to "Midwest Roofing Corporation" for the amount of \$4,400.00, dated November 14, 2011. The reverse side of the check contains the following information: *"A signature, #275977256, #16 with the initials next to it, Nov 29, 2011, Fox Communities C.U."*.

The second check shows the front and back of the cashed check that was issued by Corey and Heather Stelljes and made payable to "Midwest Roofing" in the amount of \$7,814.28, dated December 15, 2011. The reverse side of the check contains the following information: *"A signature with Midwest Roofing underneath it, #275977256, #AS, Dec 19, 2011, Fox Communities C.U."*.

Investigator Howe called Fox Communities Credit Union and spoke with Angela, an employee of Fox Communities Credit Union, an adult citizen witness, who stated that #275977256 is the bank's identifying routing number. This same routing number is also displayed on Fox Communities Credit Union's website.

Stelljes stated that he did not consent for any of his money to be used on anything except Stelljes' home improvement project.

On January 25, 2013, Investigator Howe was present at the Grand Chute Police Department for an in-person interview with the defendant, during which the defendant stated that another company finished Stelljes' project. The defendant was asked whether he give money back to Stelljes or paid the company that finished the project and the defendant replied, "no."

BERNARD PEHL

Investigator Howe reports that she read the ~~Better Business Bureau~~ complaint filed on July 19, 2012 by Bernard Pehl in Madison, Wisconsin. Investigator Howe interviewed Pehl in person on August 2, 2013.

Pehl stated that he needed a new roof on his home, located in the City of Middleton, Dane County, Wisconsin, due to hail damage. Pehl stated that his neighbors recommended contacting the defendant. Pehl stated that he signed a contract with the defendant for \$16,049.98 to repair Pehl's roof. Pehl stated that the first check he gave to Midwest Roofing was for half the project's total, \$7,000.00. It was signed for by the defendant's office manager, Craig Collier, "and the project began and the problems started." Pehl stated that no one in management was ever available and the crew that was working on the roof did not speak English, which made it difficult to communicate.

Pehl stated that this all happened around the time he was about to go on vacation. Pehl stated that during this time the defendant came to him saying that Collier misappropriated the funds and the defendant needed more money. Pehl stated that the defendant caught him at a vulnerable time, and he fell for it and gave the defendant a check for a portion of the second half in the amount of \$7,049.98 on July 5, 2011.

Pehl stated that he started to receive letters from ABC Supply threatening a lien on his property for unpaid materials. Pehl stated that he ended up paying the remaining \$2,000.00, that was supposed to go toward the final needs of the project, to ABC Supply Company to avoid having a lien placed on his home.

Pehl stated that the defendant took his money and left roof project unfinished. Pehl never heard from the defendant again. Pehl requested copies of the checks issued to the defendant and Midwest Roofing from Summit Credit Union.

The first check was issued on May 26, 2011 and made payable to "Midwest Roofing Corp." in the amount of \$7,000.00. The reverse side of the check contains the following information: "CREDITED TO THE ACCOUNT OF THE WITHIN PAYEE ANCHOR BANK".

The second check was issued on July 5, 2011 and made payable to "Midwest Roofing" in the amount of \$7,049.98. The bottom of the check reflects: *Cashier's Check Remitter: Bernard Pehl*. The reverse side of the check has a signature.

Pehl stated that he never consented for the defendant to use Pehl's money for anything other than the Pehl roofing project.

On January 25, 2013, Investigator Howe was present at the Grand Chute Police Department for an in-person interview with the defendant. The defendant stated that he stopped paying ABC Supply Company because consumers were not paying him. The defendant stated that he knew that by not paying the supply company, the company would put liens on the consumers' homes.

Your complainant is an Investigator for the Wisconsin Department of Justice, who bases her knowledge of this complaint on:

- the official law enforcement agency reports, which reports were prepared in the normal course of law enforcement duties;
- statements by citizen informant(s), who are eyewitnesses to the facts they relate;
- statements by the defendant, which were made contrary to his penal interests;
- the official records of: the Circuit Court for Dane County; the Department of Transportation; the FBI Triple I Teletype; and the Wisconsin Circuit Court Automated Program, which records are maintained in the normal course of business duties.

Subscribed and sworn to before me,
and approved for filing on:

This _____ day of _____, _____

ASSISTANT/DEP DISTRICT ATTORNEY
DANE COUNTY, WISCONSIN

COMPLAINANT