

State of Minnesota
County of Hennepin

District Court
4th Judicial District

Prosecutor File No. 18A11984
Court File No. 27-CR-19-20227

State of Minnesota,

Plaintiff,

vs.

CALE RYAN LAVOIE DOB: 05/29/1973

13679 Happy Go Lucky Rd
Pillager, MN 56473

Defendant.

COMPLAINT

Summons

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: 609.05.1, 609.05.2, 609.52.3(5), 609.52.3(1)

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

Offense Level: Felony

Offense Date (on or about): 10/01/2015

Control #(ICR#): 17005749

Charge Description: That on or about 10/1/2015 through 3/31/16, in Hennepin County, Minnesota, Cale Ryan Lavoie acting alone or intentionally aiding, advising, hiring, counseling or conspiring with another or otherwise procures the other to commit the crime obtained property or services from the victim-business by swindling them using artifice, trick, device or other means, and the property or services had an aggregate 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: 609.05.1, 609.05.2, 609.52.3(5), 609.52.3(1)

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

Offense Level: Felony

Offense Date (on or about): 09/01/2016

Control #(ICR#): 17005749

Charge Description: That on or about 9/1/2016 through January 31, 2017, in Hennepin County, Minnesota, Cale Ryan Lavoie acting alone or intentionally aiding, advising, hiring, counseling or conspiring with another or otherwise procures the other to commit the crime obtained property or services from the victim-business by swindling them using artifice, trick, device or other means, and the property or services had an aggregate 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: 609.05.1, 609.05.2, 609.52.3(5), 609.52.3(1)

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

Offense Level: Felony

Offense Date (on or about): 04/01/2017

Control #(ICR#): 17005749

Charge Description: That on or about 4/1/2017 through 6/30/2017, in Hennepin County, Minnesota, Cale Ryan Lavoie acting alone or intentionally aiding, advising, hiring, counseling or conspiring with another or otherwise procures the other to commit the crime obtained property or services from the victim-business by swindling them using artifice, trick, device or other means, and the property or services had an aggregate value in excess of Thirty-Five Thousand Dollars (\$35,000.00).

STATEMENT OF PROBABLE CAUSE

Complainant has investigated the facts and circumstances of this offense and believes the following establishes probable cause:

From 2015 through 2017, CALE LAVOIE, born 5/29/1973 and defendant herein, was employed by Shingobee Builders Company, located in Hennepin County. During that time, the defendant would work as a project manager for certain construction projects where Shingobee was the general contractor. As project manager, the defendant swindled Shingobee out of funds by having subcontractors submit inflated bids. The over payment on these bids was then typically split between the defendant and the subcontractor. Throughout this time frame, the defendant obtained approximately \$350,000 from Shingobee that went to either the subcontractor or the defendant personally.

The defendant worked for Shingobee as a project manager. As project manager, the defendant managed the construction budget and the receiving and awarding of bids for subcontractor work. During his time at Shingobee, the defendant worked with at least two subcontractors—Distinctive Cabinets and Wilderness Company, Inc.—who he used to submit inflated bids for projects. The defendant would approve the inflated bids and then take or split with the subcontractor the over bid amount. This was largely undetected because the defendant would not inflate the bids beyond the allotted budget.

On July 10, 2017, the CEO of Shingobee called to report that he had found documents on the defendant's computer that led the CEO to believe the defendant had been stealing from Shingobee. The CEO reported that the defendant had recently left the company. When the defendant provided notice that he was leaving, the CEO monitored the defendant's email. In doing so, the CEO found two proposals from Wilderness Company regarding the same project. The project was the Fort Totten School Project in North Dakota ("Fort Totten project" herein). The two proposals were for the same amount of work, but one was \$40,000 higher. The higher proposal was the one the defendant had approved. The inflated area of the proposal was for "roof blocking." After speaking with a supervisor on the job, the CEO learned that the roof blocking should have cost a fraction of what was in the bid.

The CEO also found emails that the defendant had sent regarding a personal cabin that the defendant was building near Baxter, Minnesota. He found emails that showed that Wilderness Company was doing work on the defendant's cabin. The CEO suspected that the inflated funds were being used to pay for work being done on the defendant's cabin.

The CEO also found an invoice for tongue and groove lumber for a project that Shingobee was working on. The tongue and groove lumber was shipped to a company in Baxter, MN. The project under which the tongue and groove lumber was billed did not actually require any tongue and groove lumber.

Further investigation revealed that the defendant had a spreadsheet of the defendant's cabin remodel on his computer. The spreadsheet showed that funds were allocated to Wilderness Company for the defendant's cabin remodel. Complainant obtained bank records for the defendant and Wilderness Company. Wilderness Company bank records showed numerous payments that appeared to be for the defendant's remodeling work. The defendant's bank records also show several large checks written to him from Reiersen Construction, Wilderness Company, and Distinctive Cabinets. The investigation revealed that the defendant swindled funds from Shingobee on several projects.

Complainant met with the owner of Wilderness Company, a known male and Witness herein. Witness confirmed that the defendant would have Witness overbid projects and then use the funds to conduct work for the defendant's remodeling. Witness paid invoices for the work, except for work done by Distinctive

Cabinets. Witness stated that after the work was completed, he wrote a check to the defendant for approximately \$23,000. Witness's bank records show a check written to the defendant in the amount of \$23,743.37 on August 12, 2016.

The following jobs all had inflated bids which the defendant approved of:

On January 23, 2015, Distinctive Cabinets submitted a bid proposal for the Leech Lake Band of Ojibwe Tribal Justice Center project ("Tribal Justice Center project" herein). Three different spreadsheets recovered from the defendant's computer show the bid estimate to be \$202,487 and \$260,611. One Excel sheet show the construction budget for the work to be \$320,611 (an approximate additional \$60,000). A contract was signed with Distinctive Cabinets in the amount of \$358,286. Distinctive Cabinets was paid a total of \$336,175 on invoices dated December 31, 2015, January 31, 2016, and February 29, 2016. On February 4, 2016, Distinctive Cabinets wrote the defendant a check in the amount of \$30,000 which was deposited into his personal account on February 11, 2016.

On March 1, 2015, Wilderness Company also submitted a bid for work on the Tribal Justice Center project. In August 2015, a contract was signed awarding the bid to Wilderness Company in the amount of \$167,334. Witness confirmed that this was the first project where the defendant had asked him to increase his bid. Witness increased the bid by \$75,000. Witness said he had submitted the bid in a Word document which allowed the defendant to simply change the amount.

Also in 2015, the defendant was working as project manager on a contract for which Shingobee was awarded. A bid was made by Reierson Construction for particular work in the amount of \$52,983. They were awarded the bid, but shortly thereafter the defendant contacted Reierson Construction and asked them to include additional work in their bid which included a secondary dirt road entrance. Reierson Construction resubmitted a new bid in the amount of \$68,983. A contract was made and signed on April 29, 2015.

After the project was completed, the defendant went to Reierson Construction's office and told them they had been over paid since the dirt road was never completed. The defendant requested a check for \$10,000. The defendant requested the check be written out to him personally with "Shingobee" to be written in the memo line. Reierson Construction wrote the check out to the defendant with "Shingobee Builders Mistake" written in the memo line. This check was deposited into the defendant's personal checking account on October 19, 2015. None of these funds were ever returned to Shingobee.

On January 25, 2016, Distinctive Cabinets submitted a bid proposal for a Taco Johns construction project in the amount of \$30,502. A contract was signed in July 2016 awarding the bid to Distinctive Cabinets. After a change order, Distinctive Cabinets was paid a total of \$35,359 for three separate invoices on September 30, 2016, October 31, 2016, and November 30, 2016. The president of Victim obtained a separate bid after the fact for approximately \$5,800. On January 4, 2017, Distinctive Cabinets wrote the defendant a check for \$7,500 with "Taco Johns" written in the memo line. The defendant deposited this check into his personal bank account on January 16, 2017.

Wilderness Company also submitted a proposed bid for work on the Taco Johns project. The first bid was for labor only in the amount of \$34,201 dated April 21, 2016. Wilderness then provided a second bid with the same date in the amount of \$102,232 which included material (a quote for the material required was only \$15,839.61). A contract was written by the defendant awarding the bid to Wilderness Company. Wilderness Company was paid a total of \$107,240.70—approximately \$60,000 more than the labor and material bids—for five separate invoices dated July 31, 2016, August 31, 2016, September 30, 2016, November 25, 2016, and December 31, 2016. Witness said the defendant had contacted him after the initial bid and told him to increase his bid approximately \$67,000 which he did.

On April 28, 2016, Distinctive Cabinets submitted a bid proposal for the Crow Hill Recreational Center project (“Crow Hill project” herein) in the amount of \$44,173. A contract was signed in June 2016 awarding the bid to Distinctive Cabinets. After additional work was added, Distinctive Cabinets was paid a total of \$52,655 for three separate invoices dated October 31, 2016, November 30, 2016, and January 31, 2017. The president of Victim reviewed the work completed on this project and estimated the job was only worth approximately \$18,050—over \$25,000 less than Distinctive Cabinets’ bid. On January 3, 2017, Distinctive Cabinets wrote the defendant a check in the amount of \$10,000 with “Crow Hill” written in the memo line. The defendant deposited this check into his account on January 17, 2017.

On July 25, 2016, Distinctive Cabinets submitted a bid proposal for the Fort Totten Alternative School project (“Fort Totten project” herein) in the amount of \$120,300. Two additional bids were located on the defendant’s computer, both dated July 25, 2016. One bid proposal was for \$55,827. The second bid proposal had \$10,000 more for installation costs totaling \$65,827. The total budgeted amount for the bid was \$91,674. The president of Victim obtained a separate bid after the fact for approximately \$50,000—less than half of the total bid from Distinctive Cabinets.

A contract was signed in February 2017 awarding the bid to Distinctive Cabinets. Distinctive Cabinets was paid a total of \$124,397 on two separate invoices dated April 30, 2017, and June 30, 2017. On June 19, 2017, Distinctive Cabinets wrote the defendant a check for \$7,500 with “Fort Totten” written in the memo line. The defendant deposited this check into his account on July 7, 2017.

Wilderness Company also submitted a bid on the Fort Totten project. The original proposal was for \$69,345 and dated February 14, 2017. A second proposal dated January 23, 2017, was also located that only indicated a total bid of \$29,345—\$40,000 less than the contracted amount. After the work was completed, Wilderness Company was still owed approximately \$16,000. Witness did not invoice the \$16,000 and instead wrote a check back to Shingobee in the amount of \$11,773.25.

Complainant also spoke with a former employee of Distinctive Cabinets. The employee works there from 2012 through 2016. The employee stated that he was aware of what was going on at distinctive cabinets. The employee stated that the defendant was writing up contracts for amounts far above the work being done. Then, the defendant, the owner of Distinctive Cabinets, and the vice president would split the money once the job was completed.

The defendant is not in custody.

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

Joshua McKinley
Police Officer
600 Clydesdale Trail
Medina, MN 55340
Badge: 114

Electronically Signed:
08/18/2019 04:07 PM
Hennepin County, Minnesota

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

Prosecuting Attorney

John Monnens
300 S 6th St
Minneapolis, MN 55487
(612) 348-5550

Electronically Signed:
08/16/2019 01:23 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 the address listed on the attached court summons 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: \$75,000.00

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: August 18, 2019.

Judicial Officer

Ivy S. Bernhardson
District Court Judge

Electronically Signed: 08/18/2019 05:19 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.

Cale Ryan Lavoie

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:

DEFENDANT FACT SHEET

Name: Cale Ryan Lavoie
DOB: 05/29/1973
Address: 13679 Happy Go Lucky Rd
Pillager, MN 56473

Alias Names/DOB:
SID:
Height:
Weight:
Eye Color:
Hair Color:
Gender: MALE
Race: Unknown
Fingerprints Required per Statute: Yes
Fingerprint match to Criminal History Record: No
Driver's License #:
SILS Person ID #: 843334
SILS Tracking No. 3039942
Case Scheduling Information: This case is a Complex Crimes Team case and should be assigned to
Felony A - Serious Person Felony Block
Alcohol Concentration:

STATUTE AND OFFENSE GRID

Cnt Nbr	Statute Type	Offense Date(s)	Statute Nbrs and Descriptions	Offense Level	MOC	GOC	Controlling Agencies	Case Numbers
1	Charge	10/1/2015	609.52.2(a)(4) Theft-By Swindle	Felony	U1069	X	MN0273000	17005749
	Modifier	10/1/2015	609.52.3(5) Theft-Aggregated within 6-months and in violation of subd. 2, clauses (1), (2), (3), (4), or (13)	No-Level	U1069	X	MN0273000	17005749
	Penalty	10/1/2015	609.52.3(1) Theft-Firearm or Property Value Over \$35,000	Felony	U1069	X	MN0273000	17005749
	Modifier	10/1/2015	609.05.1 Liability for Crimes of Another-Intentional	No-Level	U1069	X	MN0273000	17005749
	Modifier	10/1/2015	609.05.2 Liability for Crimes of Another-Reasonably Forseeable	No-Level	U1069	X	MN0273000	17005749
2	Charge	9/1/2016	609.52.2(a)(4) Theft-By Swindle	Felony	U1069	X	MN0273000	17005749
	Modifier	9/1/2016	609.52.3(5) Theft-Aggregated within 6-months and in violation of subd. 2, clauses (1), (2), (3), (4), or (13)	No-Level	U1069	X	MN0273000	17005749
	Penalty	9/1/2016	609.52.3(1) Theft-Firearm or Property Value Over \$35,000	Felony	U1069	X	MN0273000	17005749
	Modifier	9/1/2016	609.05.1 Liability for Crimes of Another-Intentional	No-Level	U1069	X	MN0273000	17005749
	Modifier	9/1/2016	609.05.2 Liability for Crimes of Another-Reasonably Forseeable	No-Level	U1069	X	MN0273000	17005749
3	Charge	4/1/2017	609.52.2(a)(4) Theft-By Swindle	Felony	U1069	X	MN0273000	17005749
	Modifier	4/1/2017	609.52.3(5) Theft-Aggregated within 6-months and in violation of subd. 2, clauses (1), (2), (3), (4), or (13)	No-Level	U1069	X	MN0273000	17005749
	Penalty	4/1/2017	609.52.3(1) Theft-Firearm or Property Value Over \$35,000	Felony	U1069	X	MN0273000	17005749
	Modifier	4/1/2017	609.05.1 Liability for Crimes of Another-Intentional	No-Level	U1069	X	MN0273000	17005749
	Modifier	4/1/2017	609.05.2 Liability for Crimes of Another-Reasonably Forseeable	No-Level	U1069	X	MN0273000	17005749