

Assigned to: Judge
Michael P. Maxwell

STATE OF WISCONSIN CIRCUIT COURT WAUKESHA COUNTY

STATE OF WISCONSIN
17 West Main Street
Post Office Box 7857
Madison, WI 53707-7857,

Plaintiff,

v.

Case No. 18CF691

MATTHEW D. ERICKSON
D.O.B.: 2/7/87 M/W
Ht.: 6'00" Wt.: 210
Eyes: Bl. Hair: Br.
7705 Jasmine Avenue S.
Cottage Grove, MN 55016,

Defendant.

FILED

MAY 8 2018

**CIRCUIT COURT
WAUKESHA COUNTY, WI**

CRIMINAL COMPLAINT

THE BELOW NAMED COMPLAINANT BEING DULY SWORN, ON
INFORMATION AND BELIEF STATES THAT:

COUNT 1: THEFT - BUSINESS SETTING (SPECIAL FACTS)

The above-named Defendant on or about the time period beginning November 17, 2017, through present, at 15025 Westover Road, in the City of Elm Grove, Waukesha County, Wisconsin, by virtue of his business, having possession of money or of a negotiable security, instrument, paper, or other negotiable writing of another, specifically, S.P. (D.O.B. 9/22/50), which is property of an individual at risk described in Wis. Stat. § 46.90, did retain possession of such money, negotiable security,

IF YOU REQUIRE THE ASSISTANCE OF AUXILIARY AIDS OR SERVICES BECAUSE OF A DISABILITY, CALL (262) 548-7525 (TTY -- (262) 548-7903 (COUNTY EXECUTIVE'S OFFICE)) AND ASK FOR THE WAUKESHA COUNTY CIRCUIT COURT ADA COORDINATOR.

instrument, paper, or other negotiable writing without the owner's consent, contrary to the Defendant's authority, and with intent to convert said property to his own use, contrary to Wis. Stat. §§ 943.20(1)(b) and (3)(d), and 939.50(3)(h).

Upon conviction for this offense, a Class H Felony, the Defendant may be fined not more than Ten Thousand Dollars (\$10,000), or imprisoned not more than six (6) years, or both.

COUNT 2: THEFT - BUSINESS SETTING (SPECIAL FACTS)

The above-named Defendant on or about the time period beginning December 5, 2017, through present, at 2113 Melody Lane, in the City of Waukesha, Waukesha County, Wisconsin, by virtue of his business, having possession of money or of a negotiable security, instrument, paper, or other negotiable writing of another, specifically, P.V.P (D.O.B. 7/30/41), which is property of an individual at risk described in Wis. Stat. § 46.90, did retain possession of such money, negotiable security, instrument, paper, or other negotiable writing without the owner's consent, contrary to the Defendant's authority, and with intent to convert said property to his own use, contrary to Wis. Stat. §§ 943.20(1)(b) and (3)(d), and 939.50(3)(h).

Upon conviction for this offense, a Class H Felony, the Defendant may be fined not more than Ten Thousand Dollars (\$10,000), or imprisoned not more than six (6) years, or both.

COUNT 3: THEFT - BUSINESS SETTING

The above-named Defendant on or about the time period beginning December 12, 2017, through present, at V25415 Hunters Run, in the Town of Vernon, Waukesha

County, Wisconsin, by virtue of his business, having possession of money or of a negotiable security, instrument, paper, or other negotiable writing of another; specifically, C.J., did retain possession of such money, negotiable security, instrument, paper, or other negotiable writing without the owner's consent, contrary to the Defendant's authority, and with intent to convert said property to his own use, contrary to Wis. Stat. §§ 943.20(1)(b) and (3)(a), and 939.51(3)(a).

Upon conviction for this offense, a Class A Misdemeanor, the Defendant may be fined not more than Ten Thousand Dollars (\$10,000), or imprisoned not more than nine (9) months, or both.

COUNT 4: THEFT - BUSINESS SETTING

The above-named Defendant on or about the time period beginning December 12, 2017, through present, at 4525 Danbury Drive, in the City of Brookfield, Waukesha County, Wisconsin, by virtue of his business, having possession of money or of a negotiable security, instrument, paper or other negotiable writing of another, specifically, S.A.J., did retain possession of such money, negotiable security, instrument, paper, or other negotiable writing without the owner's consent, contrary to the Defendant's authority, and with intent to convert said property to his own use, contrary to Wis. Stat. §§ 943.20(1)(b) and (3)(a), and 939.51(3)(a).

Upon conviction for this offense, a Class A Misdemeanor, the Defendant may be fined not more than Ten Thousand Dollars (\$10,000), or imprisoned not more than nine (9) months, or both.

COUNT 5: THEFT - BUSINESS SETTING

The above-named Defendant on or about the time period beginning October 2017 through present, at 16640 Hillsdale Drive, in the City of Brookfield, Waukesha County, Wisconsin, by virtue of his business, having possession of money or of a negotiable security, instrument, paper, or other negotiable writing of another, specifically, D.M.B., did retain possession of such money, negotiable security, instrument, paper or other negotiable writing without the owner's consent, contrary to the Defendant's authority, and with intent to convert said property to his own use, contrary to Wis. Stat. §§ 943.20(1)(b) and (3)(a), and 939.51(3)(a).

Upon conviction for this offense, a Class A Misdemeanor, the Defendant may be fined not more than Ten Thousand Dollars (\$10,000), or imprisoned not more than nine (9) months, or both.

PROBABLE CAUSE

AS to COUNT 1: Assistant Police Chief Jason R. Hennen of the Elm Grove Police Department reports that in February 2018, the Elm Grove Police Department received a theft complaint from S.P (D.O.B 9/22/50). S.P. indicated that she was the Power of Attorney for her elderly father, D.E.P. (11/10/25). In her capacity as Power of Attorney for her father, S.P. contracted for snow removal services with an individual later identified as Matthew D. Erickson d/b/a Snow Angels, for her father's residence at 15025 Westover Road, in the City of Elm Grove, Waukesha County, State of Wisconsin. S.P. paid \$625.00 via check to Erickson/Snow Angels, on D.E.P's behalf on November 17, 2017. Said check was cashed on November 24, 2017. This amount

was paid to cover snow removal for all snowfall two inches or more for the entire 2017/18 snow season.

S.P. indicated that despite several instances of snowfall of two inches or more during the months of December of 2017, January 2018, and February of 2018, Erickson/Snow Angels had not provided any snow removal services. In February 2018, S.P. made several attempts to contact Erickson/Snow Angels via prior phone numbers provided. Said phone numbers were no longer active/available. S.P. then attempted email contact via matt@oursnowangels.com and received no response. S.P. contacted the Better Business Bureau and received a contact number for Matt Erickson/Snow Angels. When she called the number, it did not associate with Erickson and/or Snow Angels. It was the number of an unidentified woman in Florida who stated she had also hired Erickson/Snow Angels for removal of snow for her elderly mother in Milwaukee. The unidentified woman stated she too had paid money, had not received the promised services, and had then received a message that "they had gone out of business." To date, S.P./D.E.P have never received any services from Erickson/Snow Angels, nor has any money been returned. No consent was given to retain money without providing services.

S.P. then filed a complaint with the Better Business Bureau. The Better Business Bureau opened an investigation. Assistant Chief Hennen also began an investigation and coordinated efforts with the Better Business Bureau. Said investigation uncovered a large scale, nationwide criminal theft scheme perpetuated by Mr. Matthew D. Erickson d/b/a "Snow Angels."

On September 2, 2017, Matthew D. Erickson filed a Certificate of Organization and Articles of Incorporation in the State of Minnesota for Snow Angels LLC Corp., 574 Prairie Center Drive, Eden Prairie, MN 55344. On November 13, 2017, Erickson filed in the State of Wisconsin under Milwaukee Snow Angels LLC, Entity ID M100893. In the Wisconsin filing, Erickson listed an address of 554 E. Ogden Avenue #700-298, Milwaukee, WI. This address was only a UPS Store Post Office Box; allowing Erickson to provide the illusion that this business entity was a local operation. Erickson made several similar filings in various other states and opened similar UPS Store Post Office boxes throughout the country.

Erickson then sold pre-paid snow removal services with no intention of providing the services. Erickson solicited customers online throughout the entire county. He sold these services at various dates in the fall of 2017. He received money from the victims for snow removal services for the 2017/2018 snow season. He took money and never performed services in Wisconsin. The services were sold at varying prices. Assistant Chief Hennen identified bank accounts belonging to Erickson. Pursuant to a subpoena issued to TCF Bank, Assistant Chief Hennen identified five (5) checking accounts and one (1) savings account. A review of TCF statements revealed several large deposits by Erickson into said accounts including the following: 10/31/17: \$43,948.13, 11/30/17: \$105,489.75, 12/29/17: \$172,147.32, 1/31/18: \$43,525.63.

Victims appear in multiple Wisconsin counties. **We have 28 identified Wisconsin victims;** There are currently five (5) victims in Waukesha County,

nineteen (19) victims in Milwaukee County, two (2) victims in Washington County, and two (2) victims in Racine County. Many of Erickson's victims were elderly. In Waukesha County, two (2) victims are subject to the elder abuse enhancer, making those thefts Class H felonies. In Milwaukee County, twelve (12) of the victims are subject to the elder abuse enhancer. In Washington County, both victims are subject to the elder abuse enhancer. In Racine County, one (1) of the two (2) victims is subject to the elder abuse enhancer.

There also appear to be victims in eight (8) other states (CT, IL, MA, ME, MI, MN, NY, RI). Nationwide, we have identified 111 victims. Many of the victims are 60 years old or older. In Wisconsin, the total known amount of restitution is currently \$13,060.00. Nationwide, the amount is in excess of \$50,000.00.

As to COUNT TWO: Assistant Chief Hennen reports that P.V.P. (D.O.B. 7/30/41) contracted for snow removal services with an individual later identified as Matthew D. Erickson, d/b/a Snow Angels, for her residence at 2113 Melody Lane, in the City of Waukesha, Waukesha County, State of Wisconsin. P.V.P. paid \$475.00 to Erickson/Snow Angels on December 5, 2017. This amount was paid to cover snow removal for all snowfall two inches or more for the entire 2017/18 snow season. Despite several instances of snowfall of two inches or more during the relevant months in question, no services were provided, nor has any money been returned to the victim. No consent was given to retain money without providing services.

As to COUNT THREE: Assistant Chief Hennen reports that C.J. contracted for snow removal services with an individual later identified as Matthew D. Erickson,

d/b/a Snow Angels, for her residence at V25415 Hunters Run, in the Town of Vernon, Waukesha County, State of Wisconsin. C.J. paid \$450.00 to Erickson/Snow Angels on December 12, 2017. This amount was paid to cover snow removal for all snowfall two inches or more for the entire 2017/18 snow season. Despite several instances of snowfall of two inches or more during the relevant months in question, no services were provided, nor has any money been returned the victim. No consent was given to retain money without providing services.

As to COUNT FOUR: Assistant Chief Hennen reports that S.A.J. contracted for snow removal services with an individual later identified as Matthew D. Erickson, d/b/a Snow Angels, for her residence at 4525 Danbury Drive, in the City of Brookfield, Waukesha County, State of Wisconsin. S.A.J. paid \$600.00 to Erickson/Snow Angels on December 12, 2017. This amount was paid to cover snow removal for all snowfall two inches or more for the entire 2017/18 snow season. Despite several instances of snowfall of two inches or more during the relevant months in question, no services were provided, nor has any money been returned to the victim. No consent was given to retain money without providing services.


As to COUNT FIVE: Assistant Chief Hennen reports that D.M.B. contracted for snow removal services with an individual later identified as Matthew D. Erickson, d/b/a Snow Angels, for her residence at 16640 Hillsdale Drive, in the City of Brookfield, Waukesha County, State of Wisconsin. D.M.B. paid \$400.00 to Erickson/Snow Angels in October of 2017. This amount was paid to cover snow removal for all snowfall two inches or more for the entire 2017/18 snow season.

Despite several instances of snowfall of two inches or more during the relevant months in question, no services were provided, nor has any money been returned to the victim. No consent was given to retain money without providing services.

End of Complaint

Dated this 8th day of May, 2018.

Complainant:



JASON R. HENNEN
Assistant Police Chief
Elm Grove Police Department

Subscribed and sworn to before me
and approved for filing
this 8th day of May, 2018.

BRAD D. SCHIMEL
Wisconsin Attorney General



W. RICHARD CHIAPETE
Assistant Attorney General
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Notary Public – Permanent Commission
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