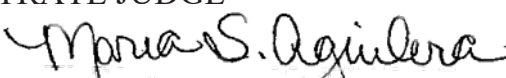


United States District Court		DISTRICT of ARIZONA	
United States of America		DOCKET NO.	
v.		MAGISTRATE'S CASE NO.	
Daniel Jarrett Ridlinghafer,			
(U.S. Citizen)		24-04819MJ	
Complaint for violation of Title 18, United States Code §§ 1344 (Bank Fraud).			
COMPLAINANT'S STATEMENT OF FACTS CONSTITUTING THE OFFENSE OR VIOLATION:			
Count 1			
From on or about January 2021, through on or about July 7, 2022, in the District of Arizona, in or near Tucson, the defendant, Daniel Jarrett Ridlinghafer, knowingly executed, or attempted to execute, a scheme or artifice to: (1) defraud a financial institution; and (2) obtain any money, funds, credits, assets, securities, or other property owned by or under the custody or control of such financial institution, by means of material false or fraudulent pretenses, representations, or promises, as set forth below.			
All in violation of Title 18, United States Code, Section 1344.			
BASIS OF COMPLAINANT'S CHARGE AGAINST THE ACCUSED:			
CONTINUED ON PAGES TWO THROUGH FOUR			
MATERIAL WITNESS(ES) IN RELATION TO THE CHARGE: N/A			
DETENTION REQUESTED		SIGNATURE OF COMPLAINANT	
COMPLAINT REVIEWED by AUSA Vincent J. Sottosanti		STACEY	
<i>Being duly sworn, I declare that the foregoing is true and correct to the best of my knowledge.</i>		GUTIERREZ	
		Digitally signed by STACEY GUTIERREZ Date: 2024.07.18 13:20:55 -0700'	
		OFFICIAL TITLE & NAME:	
		Special Agent Stacey Gutierrez, FBI	
Sworn to before me and subscribed via telephonically.			
SIGNATURE OF MAGISTRATE JUDGE¹⁾		DATE	
		July 18, 2024	

¹⁾ See Federal rules of Criminal Procedure Rules 3 and 54

**CRIMINAL COMPLAINT – VICTIM
CONTINUED**

United States of America

vs.

Daniel Jarrett Ridlinghafer

The Scheme to Defraud

1. Daniel Ridlinghafer owned and operated Psalm 112 LLC, Tucson Solar Pros (“TSP”), a solar installation company based in Tucson, Arizona, from on or about April 2019 until on or about July 2022. As owner and operator, Ridlinghafer had direct control and knowledge of TSP’s finances.

2. Starting in or about January 2021 through on or about July 7, 2022, Ridlinghafer defrauded at least 25 individual victims and two federally insured credit unions: Tucson Old Pueblo Credit Union (“TOPCU”), and NuVision Credit Union (“NuVision”).

3. In furtherance of the scheme to defraud, Ridlinghafer, or other TSP employees under his direction, contracted with victims to install solar power systems on the victims’ homes. TSP received payment for the solar projects directly from victims and as distributions of loans from TOPCU and NuVision credit unions. These lender victims provided loans to the victim homeowners believing that the loan proceeds would be used by the defendant’s company towards the solar projects on the victims’ homes. Copies of the solar contracts signed by the defendant and homeowner victims were submitted to the lenders as part of the loan approval process. From on or about January 2021 through on or about July 7, 2022, after receiving loan proceeds that should have been used for the victims’ solar projects, TSP abandoned several solar installation jobs before completion and never commenced installation of the solar power systems on at least 25 victims’ homes. Ridlinghafer and TSP received at least \$696,174 in loan disbursements and down payments from the individual victims and credit unions for solar installations for the victims’ homes. Per the terms of the contracts, the funds provided by the victims to the defendant’s company were supposed to be used towards the purchase and installation of solar equipment on the victims’ homes. Many of the homeowner victims and lender victims provided thousands of dollars to the defendant’s company and received nothing in return.

4. On the above dates, TSP entered into solar installation contracts with at least 25

**CRIMINAL COMPLAINT – VICTIM
CONTINUED**

United States of America

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victims and received payment directly from those victims, or as loan disbursements from TOPCU and/or NuVision; however, Ridlinghafer used the victims' funds to complete older projects and pay personal and business expenses. Ridlinghafer fell increasingly behind on his projects, until TSP was unable to fund new installation projects. Despite being unable to start or complete older jobs, TSP continued to sign additional fraudulent solar installation contracts with new victims. Defendant continued to receive payments from these victim homeowners and victim lenders. When TSP went out of business in July of 2022, TSP had failed to start at least 25 installation jobs and had abandoned several other installation jobs.

5. Ridlinghafer made material false statements when he agreed, per the representations in the contracts, that the victims would receive solar equipment worth thousands of dollars. Ridlinghafer also fraudulently concealed material facts from his victims. Ridlinghafer failed to disclose to his victims that none of their money would be used to fund their own solar projects and instead would be used on other projects. Ridlinghafer further failed to disclose to his victims that their own solar projects would be started only if TSP was able to obtain funding from other people in the future. When Ridlinghafer signed up new customers and took their money he fraudulently concealed from them the fact that he had received funding for other solar projects, had not begun work on those projects, and did not use the money he received from previous victims on their solar projects. Further, Ridlinghafer failed to disclose that even if he received additional funding from new victims, he would not be able to complete the new solar projects. Ridlinghafer took money from victims by promising to install solar power systems on their homes, when Ridlinghafer knew he did not have the funding to start the projects. Ridlinghafer further knew that the fraudulent solar contracts that he signed with the victim homeowners would be used to obtain funding for the "solar loans" issued by the victim banks towards the projects. In so doing, Ridlinghafer knowingly and intentionally engaged in a scheme to defraud the victim homeowners and financial institutions.

**CRIMINAL COMPLAINT – VICTIM
CONTINUED**

United States of America

vs.

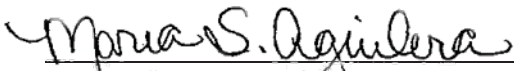
Daniel Jarrett Ridlinghafer

6. In total, at least 25 people, signed solar installation contracts with TSP and TSP never started the installation jobs. For these ghost jobs, TSP (defendant's company) received a total of \$696,174.33 broken down as follows: \$74,720.50 directly from individual victims, \$528,960.45 from TOPCU, and \$92,493.38 from NuVision. The defendant received these proceeds from these victims and never provided anything of value in return. As a result of the defendant's scheme, the victims suffered these financial losses.

**STACEY
GUTIERREZ** Digitally signed by
STACEY GUTIERREZ
Date: 2024.07.18
13:21:23 -07'00'

Stacey Gutierrez
Special Agent
Federal Bureau of Investigation

Subscribed and sworn to me telephonically
this 18th day of July, 2024.


MARIA S. AGUILERA
United States Magistrate Judge
District of Arizona