DISTRICT COURT, JEFFERSON COUNTY, COLORADO 100 Jefferson County Parkway Golden, Colorado 80401	12 JUN -8 AM 10: 17 FILED COMBINED COURT JEFFERSON COUNTY, CO
PEOPLE OF THE STATE OF COLORADO, v. WILLIAM ARTHUR LINDSEY, DOB:12/25/1977 Defendant	▲ COURT USE ONLY ▲
JOHN W. SUTHERS, Attorney General MICHAEL J. BELLIPANNI, Senior Assistant Attorney General* 1525 Sherman Street, 7th Floor Denver, CO 80203 (303) 866-3416 Registration Number: 24421 *Counsel of Record	CASE NO.: 12CR1487 DIV: 11

COLORADO STATE GRAND JURY INDICTMENT

COUNT ONE: SECURITIES FRAUD, § § 11-51-501(1)(b) and 11-51-603(1) C.R.S. (Class 3 Felony) {50052} (as to Ishmael Antonio)

COUNT TWO: SECURITIES FRAUD, § § 11-51-501(1)(b) and 11-51-603(1) C.R.S.(Class 3 Felony) {50052} (as to Gayle Dendinger)

COUNT THREE: THEFT, §18-4-401(1)(b)(2)(d) C.R.S. (Class 3 Felony), {801V}(as to Gayle Dendinger)

COUNT FOUR: SECURITIES FRAUD, § § 11-51-501(1)(b) and 11-51-603(1) C.R.S.(Class 3 Felony) {50052} (as to Obert Aaberg)

COUNT FIVE: THEFT, §18-4-401(1)(b)(2)(d) C.R.S. (Class 3 Felony), {801V}(as to Obert Aaberg)

COUNT SIX: SECURITIES FRAUD, § § 11-51-501(1)(b) and 11-51-603(1) C.R.S.(Class 3 Felony) {50052} (as to Neal Stenzel)

COUNT SEVEN:	THEFT, §18-4-401(1)(b)(2)(d) C.R.S. (Class 3 Felony), {801V}(as to Neal Stenzel)
COUNT EIGHT:	SECURITIES FRAUD, § § 11-51-501(1)(c) and 11-51-603(1) C.R.S. (Class 3 Felony) {50053} (as to All Investors)

DISTRICT COURT, CITY AND COUNTY OF DENVER, COLORADO 1437 Bannock Street Denver, CO 80202	12 JUN -8 AM 10: 18 FILED COMBINED COURT JEFFERSON COUNTY, CO
PEOPLE OF THE STATE OF COLORADO, Plaintiff, v. WILLIAM ARTHUR LINDSEY, DOB:12/25/1977 Defendant.	▲ COURT USE ONLY ▲
JOHN W. SUTHERS, Attorney General MICHAEL BELLIPANNI, Senior Assistant Attorney General* 1525 Sherman Street, 7th Floor Denver, CO 80203 303-866-3416 Registration Number: 24421 *Counsel of Record	Case No.: ~~11CR1001~~ 12CR1487 Div.: ~~209~~ 11

COLORADO STATE GRAND JURY INDICTMENT

Of the 2011-2012 term of the Denver District Court in the year 2012; the 2011-2012 Colorado State Grand Jurors, chosen, selected and sworn in the name and by the authority of the People of the State of Colorado, upon their oaths, present the following:

ESSENTIAL FACTS

WILLIAM LINDSEY (LINDSEY) owned and operated Infinite Light Solutions, Trick Technologies, Revolutions in Lighting, and other related entities, all Colorado companies. Beginning in or about March of 2011, and through February, 2012, LINDSEY solicited money from investors by and through these companies. The investments offered by LINDSEY promised high rates of return. The solicitation for investments was premised upon the representation that the funds would be used for expenses, equipment, operation, support, and research and development of his light and signage technology. LINDSEY asserted that he had invented and was marketing the technology; and that he had already acquired large contracts for orders of the technology through these companies. In fact,

most of the investor funds were not used for these purposes associated with his businesses.

LINDSEY solicited his investors and operated his businesses from several different locations in Colorado. LINDSEY solicited investors from his offices located in Lakewood, in Jefferson County; Centennial, in Arapahoe County; and Englewood in Arapahoe County, all located in Colorado. LINDSEY solicited and accepted investments from individuals in Colorado, as well as several other states including: New Mexico, Minnesota, Arizona and Oklahoma. LINDSEY accepted investment checks and wire transfers from investors. The funds for investors were deposited, either by LINDSEY or through wire transfer by the individual investors, directly into one of LINDSEY'S JP Morgan Chase Bank accounts.

LINDSEY solicited and accepted investments for the purpose of purchasing equipment which would facilitate the production of panels for lighted signage and associated technology. LINDSEY told investors that he had obtained contracts for large sales orders and that he would use their investment funds to fulfill the contract requirements. In most cases, LINDSEY provided investors with documentation to support his claims and induce their investments. Further, LINDSEY usually provided some documentation to the investors to evidence their investments.

The investments offered and sold by LINDSEY, evidenced in part by the documentation provided by LINDSEY, constitute "securities" pursuant to § 11-51-201(17) C.R.S., and as such, are subject to the provisions of the Colorado Securities Act.

In soliciting investors, LINDSEY made material, untrue statements and omissions of material facts, including one or more of the following: LINDSEY failed to disclose the disputed nature and actual status of the patent for the lighted signage technology. LINDSEY did not disclose to investors that he had not actually obtained the contracts for orders as represented. LINDSEY did not disclose to investors that he would not, and did not use investor funds for the projects represented. LINDSEY failed to disclose his prior and pending criminal and civil court matters. LINDSEY failed to disclose the actual risks of investing in these particular ventures.

LINDSEY failed to disclose the disputed nature and actual status of the patent for the lighted signage technology. LINDSEY'S patent application for the lighted sign and associated technology was based on a design originally created by, and built for, LINDSEY'S former employer.

LINDSEY did not disclose to investors that he had not actually obtained the contracts for orders as represented. LINDSEY told investors that he had obtained contracts for large orders of his lighted signage and associated technology. LINDSEY represented that had obtained lucrative contracts with different entities including the United States Department of Defense, U-Haul, and an order to create signage and products for the 2012 Super Bowl. LINDSEY solicited and accepted investments to purchase machinery and resources to fulfill these represented orders. In fact, LINDSEY had not obtained any of the represented contracts, and no such orders existed.

LINDSEY did not disclose to investors that he had diverted investor funds for his own personal use or benefit. LINDSEY failed to disclose that funds would be used for other purposes, including: previously incurred debts, payments to other investors, payments for costs associated with LINDSEY'S pending criminal case, and use for LINDSEY'S private vehicles. Analysis of LINDSEY'S banking activity during the relevant time period shows that no significant income was generated by LINDSEY'S associated businesses.

In addition, LINDSEY failed to disclose the fact that both civil and criminal cases had been filed against him and his associated businesses and entities in Colorado courts from approximately September 2006 through October of 2011. LINDSEY failed to inform the investors that he had past and pending criminal matters involving fraud and theft. LINDSEY failed to disclose that courts had ordered thousands of dollars in restitution in the criminal matters; and that LINDSEY was on supervision as a result of at least one criminal case. LINDSEY failed to inform the investors that judgments had been entered against him in various lawsuits, resulting in judgments of over six hundred thousand dollars, including hundreds of thousands of dollars that remained unsatisfied at the time he solicited investor funds.

LINDSEY failed to disclose the actual risk of the investments. LINDSEY told investors that their money would be used for expenses, equipment, operation, support, and research and development of technology. Only a fraction of investor funds was actually used for the businesses as represented by LINDSEY, greatly increasing the risk to the investor. The actual risk of loss to investors was significant.

LINDSEY continued the acts, practices and course of business designed to defraud investors in and between March of 2011, and through March of 2012. After obtaining investor funds, LINDSEY continued to solicit, accept, and hold investor funds, knowing that the represented contracts and orders did not exist and therefore, could not generate the promised

returns. LINDSEY used investor funds to make payouts to other investors, pay personal expenses and continued to make material misstatements and omissions to the investors after their initial investments. LINDSEY thereby induced investors to maintain their investments with him, and to make subsequent investments. These resulting business practices operated as a fraud or deceit upon LINDSEY'S investors.

COUNT ONE
(Securities Fraud – F3)

On or about March 7, 2011, in and triable in the State of Colorado, WILLIAM LINDSEY , in connection with the offer or sale of any security to Ishmael Antonio directly or indirectly, unlawfully, feloniously, and willfully made an untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading, contrary to the form of the statutes in such case made and provided, C.R.S. §§11-51-501 (1) (b) and 11-51-603 (1) (Securities Fraud – Class 3 Felony), against the peace and dignity of The People of the State of Colorado, and as more fully set out below:

1. LINDSEY offered Ishmael Antonio (hereafter "Antonio") the opportunity to invest in his company "Trick Technologies." Antonio decided to accept LINDSEY'S offer, and on or about March 7, 2011, agreed to invest with LINDSEY. Antonio provided LINDSEY the sum of thirty thousand dollars ($30,000) to be used by LINDSEY to obtain certification for the lighted signage from Underwriters Laboratory. In return, LINDSEY promised to repay Antonio's principal in one week and to give Antonio one third interest in LINDSEY'S new company, Lightware Products. This investment constitutes a "security", pursuant to the Colorado Securities Act.

2. In connection with the sale of this security to Antonio, LINDSEY made untrue statements of material fact, and failed to disclose material facts as described in the narrative of Essential Facts, which is hereby incorporated by reference.

COUNT TWO
(Securities Fraud – F3)

On or about March 16, 2011, in and triable in the State of Colorado, WILLIAM LINDSEY , in connection with the offer or sale of any security to Gayle Dendinger directly or indirectly, unlawfully, feloniously, and willfully made an untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading, contrary to the form of the statutes in such case made and provided, C.R.S. §§11-51-501 (1) (b) and 11-51-603 (1) (Securities Fraud – Class 3 Felony), against the peace and dignity of The People of the State of Colorado, and as more fully set out below:

1. LINDSEY offered Gayle Dendinger (hereafter "Dendinger") the opportunity to invest in his company "Trick Technologies." Dendinger decided to accept LINDSEY'S offer, and on or about March 16, 2011, agreed to invest with LINDSEY. Dendinger provided LINDSEY the sum of six hundred thousand dollars ($600,000) to be used by LINDSEY for the purchase of machinery necessary to create of the lighted signage. In return, a handwritten agreement was signed by Dendinger and LINDSEY in Colorado. LINDSEY, acknowledged Dendinger's investment, and promised Dendinger an ownership share in the business and profits from the proceeds of the business. This investment, evidenced, in part, by this agreement, constitutes a "security", pursuant to the Colorado Securities Act.

2. In connection with the sale of this security to Dendinger, LINDSEY made untrue statements of material fact, and failed to disclose material facts as described in the narrative of Essential Facts, which is hereby incorporated by reference.

COUNT THREE
(Theft over $20,000 – F3)

On or about March 16, 2011, in and triable in the State of Colorado, WILLIAM LINDSEY did unlawfully, feloniously and knowingly obtain or exercise control over a thing of value, to wit: MONEY, which was the property of Gayle Dendinger, by deception, and did knowingly use, conceal or abandon the money in such manner as to deprive Gayle Dendinger permanently of its use and benefit, and the value of said MONEY was more than twenty thousand dollars contrary to the form of the statute in such case made and provided, C.R.S. §18-4-401(1)(b) and (2)(d) (Class 3 Felony), and against the peace and dignity of the People of the State of Colorado, and as more fully set forth above in the preceding Count and the narrative of Essential Facts, each of which is incorporated herein by this reference.

COUNT FOUR
(Securities Fraud – F3)

On or about August 17, 2011, in and triable in the State of Colorado, WILLIAM LINDSEY , in connection with the offer or sale of any security to Obert Aaberg directly or indirectly, unlawfully, feloniously, and willfully made an untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading, contrary to the form of the statutes in such case made and provided, C.R.S. §§11-51-501 (1) (b) and 11-51-603 (1), (Securities Fraud – Class 3 Felony), against the peace and dignity of The People of the State of Colorado, and as more fully set out below:

1. LINDSEY offered Obert Aaberg (hereafter "Aaberg") the opportunity to invest in his new company "Revolutions In Lighting, Inc." (Hereafter, "RiLi"). Aaberg decided to accept LINDSEY'S offer, and on and about August 17, 2011, agreed to invest with LINDSEY. Aaberg provided LINDSEY the sum of one hundred thousand dollars ($100,000), to be used by LINDSEY to purchase the equipment and material necessary to create the new company. In return, LINDSEY provided to Aaberg, through RiLi, a loan agreement, acknowledging Aaberg's investment and promising: a) shares of common stock in RiLi; b) to repay Aaberg's initial investment; and c) to pay profits on the investment of ten percent per year. This investment, evidenced in part by this loan

agreement, constitutes a "security" pursuant to the Colorado Securities Act.

2. In connection with the sale of this security to Aaberg, LINDSEY made untrue statements of material fact, and failed to disclose material facts as described in the narrative of Essential Facts, which is hereby incorporated by reference.

COUNT FIVE
(Theft over $20,000 – F3)

On or about August 17, 2011, in and triable in the State of Colorado, WILLIAM LINDSEY did unlawfully, feloniously and knowingly obtain or exercise control over a thing of value, to wit: MONEY, which was the property of Obert Aaberg, by deception, and did knowingly use, conceal or abandon the money in such manner as to deprive Obert Aaberg permanently of its use and benefit, and the value of said MONEY was more than twenty thousand dollars contrary to the form of the statute in such case made and provided, C.R.S. §18-4-401(1)(b) and (2)(d), (Class 3 Felony) and against the peace and dignity of the People of the State of Colorado, and as more fully set forth above in the preceding count and the narrative of Essential Facts, each of which is incorporated herein by this reference.

COUNT SIX
(Securities Fraud – F3)

About and between December 21, 2011, and February 29, 2012, in and triable in the State of Colorado, WILLIAM LINDSEY, in connection with the offer or sale of any security to Neal Stenzel directly or indirectly, unlawfully, feloniously, and willfully made an untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading, contrary to the form of the statutes in such case made and provided, C.R.S. §§11-51-501 (1) (b) and 11-51-603 (1), (Securities Fraud – Class 3 Felony), against the peace and dignity of The People of the State of Colorado, and as more fully set out below:

1. LINDSEY offered Neal Stenzel (hereafter "Stenzel") the opportunity to invest in his company "Revolutions in Lighting, Inc." Stenzel decided to accept LINDSEY'S offer, and on or about December 21, 2011, agreed to invest with LINDSEY. Stenzel provided LINDSEY

the sum of five hundred thousand dollars ($500,000) to be used by LINDSEY to fulfill a contract LINDSEY had made with the National Football League. LINDSEY and Stenzel then entered into an agreement signed by LINDSEY, acknowledging Stenzel's investment, and promising to repay Stenzel's principal as well as an additional seven hundred fifty thousand dollars on or before June 30, 2012. This investment, evidenced, in part, by the agreement, constitutes a "security", pursuant to the Colorado Securities Act.

a) Subsequently, LINDSEY approached Stenzel and asked if he would be interested in investing additional money with Revolutions in Lighting, Inc. Stenzel agreed and on or about February 16, 2012, provided LINDSEY with an additional fifty thousand dollars ($50,000).

b) LINDSEY again approached Stenzel and requested another investment for Revolutions in Lighting. Stenzel agreed and on or about February 29, 2012, provided LINDSEY with an additional fifty two thousand dollars ($52,000).

c) LINDSEY provided to Stenzel an amended agreement, acknowledging a total investment of six hundred two thousand dollars, and promising returns on Stenzel's additional investment consistent with the promises and representations of the original agreement.

2. In connection with the offer of these securities to Stenzel, LINDSEY made untrue statements of material fact, and failed to disclose material facts as described in the narrative of Essential Facts, which is hereby incorporated by reference.

COUNT SEVEN
(Theft over $20,000 – F3)

About and between December 21, 2011, and February 29, 2012, in and triable in the State of Colorado, WILLIAM LINDSEY did unlawfully, feloniously and knowingly obtain or exercise control over a thing of value, to wit: MONEY, which was the property of Neal Stenzel, by deception, and did knowingly use, conceal or abandon the money in such manner as to deprive Neal Stenzel permanently of its use and benefit, and the value of said MONEY was more than twenty thousand dollars contrary to the form of the statute in such case made and provided, C.R.S. §18-4-401(1)(b) and

(2)(d), (Class 3 Felony) and against the peace and dignity of the People of the State of Colorado, and as more fully set forth above in the preceding count and the narrative of Essential Facts, each of which is incorporated herein by this reference.

COUNT EIGHT
(Securities Fraud, Course of Business – F3)

On and between March 1, 2011, and through March 19, 2012, in and triable in the State of Colorado, WILLIAM LINDSEY in connection with the offer or sale of any security to investors in Trick Technologies, Revolutions in Lighting, and related entities directly or indirectly, unlawfully, feloniously, and knowingly engaged in any course of business which operated or would operate as a fraud or deceit upon any person, contrary to the form of the statutes in such case made and provided, C.R.S. §§11-51-501 (1) (c) and 11-51-603 (1), and against the peace and dignity of The People of the State of Colorado, and as more fully set out below:

1. For approximately eleven months, WILLIAM LINDSEY, individually, and by and through these companies, made numerous fraudulent sales of securities to investors in Trick Technologies, Revolutions in Lighting, and related entities. LINDSEY solicited investors to invest in fraudulent expenses such as equipment, operation, support, and research and development of technology to finance nonexistent contracts, and provided investors fraudulent documentation to support his claims. LINDSEY never told investors of the true risks associated with the investments. None of the listed investors have received the represented returns on their investments.

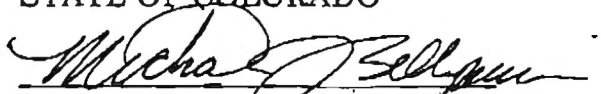
2. In connection with the fraudulent sale of these securities, LINDSEY conducted business from locations in Jefferson and Arapahoe Counties, in Colorado. In furtherance of the commission of this offense, LINDSEY opened business accounts at JP Morgan Chase Bank. LINDSEY deposited investor funds, or had investors wire the funds into these accounts.

3. In connection with the sale of these securities to investors, LINDSEY engaged in a course of business which operated as a fraud, in part, by continuing to solicit, accept and hold investor funds while failing to use the majority of funds invested as represented to investors. The circumstances surrounding the sales, acts, practices and course of business engaged in by LINDSEY are described in the narrative of

Essential Facts, and the paragraphs following Count One through Count Eight, which paragraphs are hereby incorporated by reference.

4. These investors never received the returns represented by LINDSEY.

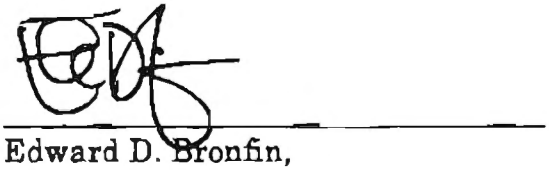
JOHN W. SUTHERS
ATTORNEY GENERAL
STATE OF COLORADO



Michael J. Bellipanni, #24421
Senior Assistant Attorney General
Criminal Justice Section

The 2011-2012 Colorado Statewide Grand Jury presents the within Indictment, and the same is hereby ORDERED FILED this 7th day of JUNE 2012.

Pursuant to § 13-73-107, C.R.S., the Court designates JEFFERSON County, Colorado as the county of venue for the purposes of trial.



Edward D. Bronfin,
Judge