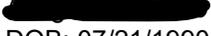


**FILED**  
**02-13-2026**  
**Clerk of Circuit Court**  
**Washington County, WI**  
**2026CF000109**  
**Honorable Michael S.**  
**Kenitz**  
**Branch 3**

STATE OF WISCONSIN	CIRCUIT COURT	WASHINGTON COUNTY
STATE OF WISCONSIN	DA Case No.: 2026WA000360	Assigned DA/ADA: Nick J Daniels
Plaintiff,	Agency Case No.: 25-7355JPD	
vs.		
Dustin PE Kitsemble	Court Case No.:	
		
		
DOB: 07/21/1990		
Sex/Race: M/W		
Defendant,	<b>CRIMINAL COMPLAINT</b>	

*For Official Use*

The undersigned, being first duly sworn, states that:

**Count 1: THEFT BY CONTRACTOR >\$10,000 - \$100,000**

The above-named defendant on or between December 30, 2023 and January 9, 2024, in the Village of Jackson, Washington County, Wisconsin, did as one under an agreement for the improvement of land, receive money from the owners Victim 1 and Victim 2 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)(c), 939.50(3)(g) Wis. Stats., a Class G Felony, and upon conviction may be fined not more than Twenty Five Thousand Dollars (\$25,000), or imprisoned not more than ten (10) years, or both.

**PROBABLE CAUSE:**

Complainant prays that said defendant be dealt with according to law. Complainant is a sworn officer with the Village of Jackson Police Department and bases their information upon review of the reports of their fellow law enforcement officers.

Officer David Tucek reported that on November 13, 2025, he was dispatched to a residence on Creekwood Circle in the Village of Jackson, Washington County, Wisconsin to investigate a theft by contractor complaint. Upon arrival, he made contact with Victim 1. Victim 1 stated that on December 6, 2023, she and her husband, Victim 2, had entered into a contract with Dustin Kitsemble, the Defendant herein, to build a garage for them at their lake house in Forest County, Wisconsin. Victim 1 stated that on that date, via Houzz Pro, Dustin Kitsemble electronically sent her a contract for the garage construction, which he had pre-signed using the name of his company, Next Level Construction. Victim 1 electronically signed and returned this contract on that date from her residence in the Village of Jackson, Washington County, Wisconsin. Dustin confirmed on December 12, 2023 that he had received the signed contract.

Victim 1 at some point mailed Dustin a \$250 check to purportedly secure their place on his 2024 calendar. One of the contract terms was "Down payment of 60% of total project due 1st week of January 2024 to insure materials on site for the project start. Price subject to change to current market prices prior to 60% down payment. Price will be updated January 1st, 2024." The total cost of the project listed in the contract was \$101,725. On December 30, 2023, the Victims met with Dustin in Appleton where they provided him with a cashier's check for \$61,035. Dustin provided them with a receipt. Victim 1 stated that they had taken out a loan

from Glacier Credit Union in Jackson in order to give Dustin this check. Victim 1 stated that she had offered to mail the \$61,035 check to Dustin, but he convinced her to meet him in Appleton to exchange the check in person.

Victim 1 stated that as of November 13, 2025, no work had been completed and communication with Dustin had been sporadic at best. She stated that in June of 2025, they retained a lawyer to assist them. She stated that their lawyer had sent Dustin three letters, and Dustin's only response was that he had spent \$14,000 to have custom trusses built. Victim 1 stated that it was eventually determined that the trusses had not been ordered or built. Dustin never provided a receipt for the trusses. Victim 1 stated that Dustin had been storing \$4,000 worth of bathroom fixtures and materials purchased by the Victims, which he had returned to them.

Detective Jennifer Gerke reported that she made contact with Glacier Credit Union in Jackson, who provided her with a copy of the cleared \$61,035 check. The check appeared to have been signed by Dustin and was deposited at CoVantage Credit Union on January 2, 2024. Detective Gerke applied for and received a subpoena for records pertaining to the account that this check had been deposited into. Bank records indicated that the name on the account was Kitsemble Builders doing business as Next Level Construction. The account had two authorized signers: Dustin and his wife.

Bank records indicated that Victim 1's check was deposited into the Kitsemble Builders account on January 2, 2024. The account balance prior to the deposit was \$643.85. Over \$50,000 of the cashier's check was spent by January 4, 2024, and the remaining money from the cashier's check was completely spent by January 9, 2024. The following transactions, with a net outflow of \$61,173.77, took place within the Kitsemble Builders account between January 2 and January 9, 2024:

- A cashier's check for \$4,500 was written to [Witness 1] on 01/02/24
- A cashier's check for \$14,500 was written to Bustamante Drywall on 01/02/24
- A business check for \$2,336 written to BoxKar Rentals on December 26th, 2023, with the memo "60' Boom Lift rental," was cashed on 01/02/24
- A business check for \$13,200 written to Antigo Housing Authority on 12/29/23, with the memo "Deposit Refund," was cashed on 01/02/24
- An electronic payment transfer for \$1,073.53 to Byzfundr on 01/03/24
- A cashier's check for \$8,808.62 was written to Modern Builders with a note "Re: Horne Project" written on it on 01/03/24
- An electronic transfer of \$6,000 to a personal account belonging to Dustin Kitsemble on 01/04/24
- An electronic payment transfer for \$551.71 to the IRS on 01/04/24
- A business check for \$2,850 written to [Witness 2] on 12/20/23, with the memo "Deposit Refund," was cashed on 01/04/24
- An electronic payment transfer for \$380.93 to Modern Builders on 01/05/24
- An electronic payroll transfer for \$593.04 on 01/05/24
- An electronic payroll transfer for \$748.28 on 01/05/24
- An electronic payroll transfer for \$1,041.26 on 01/05/24
- Two debit card credits to the account from Menard's totaling \$347.18 on 01/05/24
- An electronic payment transfer for \$457.62 to the IRS on 01/08/24

- An electronic transfer of \$3,700 to a personal account belonging to Dustin Kitsemble on 01/09/24
- Debit card transactions totaling \$779.96 to various merchants such as Menards, Kwik Trip, Chet and Emil's, Fleet Farm, and Taco Bell.

Officer Welch spoke with Witness 1 on December 16, 2025. Witness 1 stated that in June of 2023, she hired Next Level Construction to replace her roof. She provided Next Level Construction with a deposit towards the roof work that was expected to start in August of 2023. The construction did not begin as expected, and when she asked Dustin about it, he told her that he was waiting for supplies that he ordered to be delivered. She asked for proof that the supplies were ordered, and Dustin provided her with a receipt for someone else's job. She demanded that Dustin return her deposit with a cashier's check, which he did in January of 2024. An Antigo Housing Authority representative stated that they had provided Dustin with a 50% deposit of \$13,200 for a roofing project. The payment they received was a refund of their deposit. Neither of these payments were for any work done on the Victims' project.

Representatives of Bustamante Drywall, Boxkar Rentals, and Modern Builders stated that the payments they received from Dustin were for different projects unrelated to the Victims' project. A Modern Builders representative stated that they had placed Next Level Construction on a cash account as Dustin had written them a check for approximately \$43,000 in November of 2023 which had been returned for insufficient funds. Detective Gerke reported that she believed that Dustin convinced the Victims to meet him in Appleton with the cashier's check because he had insufficient funds to cover the checks he had already written to the Antigo Housing Authority and Boxkar Rentals. Victim 1 stated that Dustin was consistently pushing them for this 60% deposit in order to "lock" the price of their project.

Witness 2 stated that the payment he received from Dustin was a refund for a project deposit he paid Next Level Construction in 2023. Witness 2 stated that he kept receiving excuses for why the work could not be done, and when he asked for his money back, Dustin told him he would drop a check off but he never did. Witness 2 stated that he contacted the Oneida County Sheriff, and a short time later, he received a refund check of his deposit which was unrelated to Victims' project.

Detective Gerke made phone contact with Dustin on January 7, 2026. Dustin was familiar with the Victims' project. When asked to explain why the project was never completed and why the Victims hired a lawyer, Dustin stated that weather problems, poor scheduling, and having to fire some of his employees caused him to get way behind schedule. He stated that by the time the Victims asked for their money back, he had already purchased non-returnable supplies as well as made deposits for concrete work, the well and septic, and paid for permits for their project. Dustin stated that he would be able to provide the name of the concrete and well/septic subcontractors, but never did.

Detective Gerke asked Dustin how he was able to order supplies for the project if the Victims had not approved any plans. Dustin stated he believed that he had emailed a rough plan on graphite paper to the Victims. Detective Gerke reported, and told Dustin, that the Victims stated that they had not received any plans. Dustin stated that building plans were not required as this was not a house build. Detective Gerke told Dustin that it is difficult to believe that anyone would hire him to build a garage and give him full discretion on what it was going to look like. Dustin agreed and stated that he was able to order supplies based on rough plans.

When asked, Dustin stated that the supplies were being stored at the suppliers. Dustin stated that he could provide receipts for these supply purchases. Dustin stated that he had offered to deliver the materials to the Victims' property several times so they had the materials and could hire someone else to finish the project, but the Victims rejected his offer. When asked, Dustin stated that the supplies might be stored at Modern Builders or Menards but he was not sure.

Detective Gerke told Dustin that she had reviewed his bank records and could see that he had spent the entirety of the Victims' deposit within nine days, and that most of it was spent to refund other people's deposits or to pay off unrelated business debts. Dustin stated that all of the deposits he receives go into that account. Dustin could not provide a reason as to why the Victims' deposit was spent in ways unrelated to their project. Dustin indicated that he would email receipts to Detective Gerke for all the non-returnable expenses he had incurred for the Victims' project.

On January 8, 2026, Dustin emailed Detective Gerke a sketch of the Victims' proposed garage. The sketch did not have a name, date, address, job name or number, compass, or any measurements. Detective Gerke reported that nothing on the sketch gave any idea of what the garage was going to look like. Dustin also emailed a copy of the Forest County Zoning Department permit he stated that he had paid to obtain. Detective Gerke reported that the permit application appeared to be complete, but there was no permit number on it or any markings in the "office use only" area. Detective Gerke spoke with a zoning administrator for Forest County, who stated that they had not received any permit applications or permit payments for the Victims' property. The zoning administrator stated that the application that Detective Gerke showed her had not been filled out correctly.

On January 16, 2026, Dustin told Detective Gerke that he had been able to return all of the Victims' project supplies which he had previously stated were unreturnable, except for the trusses and steel roofing. Dustin had not previously mentioned steel roofing as one of the allegedly previously purchased materials. Dustin asked if he could deliver those items to the Victims and refund the balance of their deposit. Detective Gerke told Dustin that the Victims wished to pursue criminal charges unless they received a cashier's check for \$61,235. Dustin indicated that he would be able to make that payment by January 30, 2026, and that he would provide Detective Gerke with certified mail tracking information. Detective Gerke reported that as of February 2, 2026, Dustin had not done so.

Based on the foregoing, the complainant believes this complaint to be true and correct.

**Subscribed and sworn to before me on 02/13/26**  
**Electronically Signed By:**  
**Grant D Scaife**  
**Assistant District Attorney**  
**State Bar #: 1099031**

**Electronically Signed By:**  
**Jennifer Gerke**  
**Complainant**