

State of Minnesota
County of Hennepin

District Court
4th Judicial District

Prosecutor File No.
Court File No.

21A00514

State of Minnesota,

Plaintiff,

COMPLAINT

Summons

vs.

CYNTHIA JULIE EVANS DOB: 02/01/1995

815 MAIN ST
HOPKINS, MN 55343

Defendant.

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: Financial Exploitation-Vulnerable Adult-Undue Influence/Harassment/Duress

Minnesota Statute: 609.2335.1(2)(i), with reference to: 609.52.3(1)

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

Offense Level: Felony

Offense Date (on or about): 06/03/2018

Control #(ICR#): 20020182

Charge Description: That on or about June 3, 2018, through August 27, 2020, in Hennepin County, Minnesota, Cynthia Julie Evans, in the absence of legal authority, acquired possession or control of an interest in real or personal property or other financial resources of a vulnerable adult, Victim 1, whether held in the name of the vulnerable adult or a third party, through the use of undue influence, harassment, or duress, and the property had a value in excess of \$35,000.

COUNT II

Charge: Theft-By Swindle

Minnesota Statute: 609.52.2(a)(4), with reference to: 609.52.3(1)

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

Offense Level: Felony

Offense Date (on or about): 06/03/2018

Control #(ICR#): 20020182

Charge Description: That on or about June 3, 2018, through August 27, 2020, in Hennepin County, Minnesota, Cynthia Julie Evans obtained property or services from Victim 1 by swindling him using artifice, trick, device or other means, and the property or services had a value in excess of \$35,000.

COUNT III

Charge: Financial Exploitation-Vulnerable Adult-Undue Influence/Harassment/Duress

Minnesota Statute: 609.2335.1(2)(i), with reference to: 609.52.3(1)

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

Offense Level: Felony

Offense Date (on or about): 05/18/2018

Control #(ICR#): 20020182

Charge Description: That on or about May 18, 2018, through February 9, 2021, in Hennepin County, Minnesota, Cynthia Julie Evans, in the absence of legal authority, acquired possession or control of an interest in real or personal property or other financial resources of a vulnerable adult, Victim 2, whether held in the name of the vulnerable adult or a third party, through the use of undue influence, harassment, or duress, and the property had a value in excess of \$35,000.

COUNT IV

Charge: Theft-By Swindle

Minnesota Statute: 609.52.2(a)(4), with reference to: 609.52.3(1)

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

Offense Level: Felony

Offense Date (on or about): 05/18/2018

Control #(ICR#): 20020182

Charge Description: That on or about May 18, 2018, through February 9, 2021, in Hennepin County, Minnesota, Cynthia Julie Evans obtained property or services from Victim 2 by swindling her using artifice, trick, device or other means, and the property or services had a value in excess of \$35,000.

STATEMENT OF PROBABLE CAUSE

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

Victim 1, a vulnerable adult, reported to police that he had been swindled out of nearly \$90,000 by Defendant CYNTHIA JULIE EVANS, date of birth February 1, 1995. Complainant investigated and learned that Defendant, a purported psychic and spiritual adviser based out of Hopkins, Hennepin County, Minnesota, took advantage of Victim 1's vulnerability and cultivated his trust in her to swindle him. Defendant lied to Victim 1 about why he needed to pay her and what she would use his money for, encouraged him to rely on her instead of a mental health professional, claimed to be able to work with "energies" to help him achieve his employment and relationship goals, promised him that he would benefit "tenfold" from every penny he spent on her, and advised him not to tell his family about the lengths to which he was going to get money to pay her. Complainant learned that Defendant similarly swindled Victim 2, another vulnerable adult. The aggregate theft from Victim 1 and Victim 2 is more than \$130,000. Victims went into debt, opened new credit card accounts, cashed in retirement accounts and life insurance policies, and deceived others (with Defendant's knowledge, encouragement, and at times participation) to get money to pay Defendant.

Complainant reviewed police reports involving Defendant and learned that Hopkins officers previously spoke with Defendant at least twice about allegations of fraud from her customers, and Defendant admitted and promised to stop such conduct.

VICTIM 1

Victim 1's statements to police and medical and financial records establish the following. Victim 1 has been diagnosed with mental health and developmental disorders. He was 30 years old and lived in Hopkins when he first visited Defendant's "Psychic Readings" storefront on Mainstreet in the late spring of 2018.

Victim 1 initially saw Defendant for relatively inexpensive tarot card readings. Early in their relationship, however, Defendant told Victim 1 that he had been "cursed at conception" and that he was also suffering under a "multigenerational curse" that had been laid on his family. Defendant indicated that she could lift the curses if Victim 1 would purchase 30 candles, one for each year of his life, costing \$100 each. Defendant showed Victim 1 a picture in a catalog of the candles she said she was going to buy with his money. Victim 1 paid Defendant for the candles across multiple payments in June and July 2018, but was never given the candles nor any evidence that Defendant had purchased them. Instead, Defendant told Victim 1 that she had used the candles in a secret ceremony that was too dangerous for him to attend.

In or about December 2018, Defendant performed a "ceremony" with Victim 1 at her shop in Hopkins. During this ceremony, Defendant showed Victim 1 that some water in a jar she had asked him to bring to her office had turned black. Defendant told Victim 1 the black water indicated he was still cursed, and that the cure involved buying a \$30,000 Rolex watch. Victim 1 said he could not afford a watch that expensive, but Defendant accompanied him to a jewelry store at the Mall of America in Bloomington, Hennepin County, Minnesota, on December 14, 2018, where Victim 1, using a credit card, bought a men's Rolex watch costing nearly \$14,000. At the time he bought it, Victim 1 believed the watch was for himself. After the purchase, however, Defendant told him he needed to give the watch to her to "work with" so that she could help him with the curse. Victim 1 gave her the watch but told her that he wanted to have it back at some point and that he didn't like that she was taking it from him. Defendant told him she couldn't

guarantee the watch's return due to the nature of her work with the watch.

(After Defendant became aware of Complainant's criminal investigation, her attorney brought a Rolex to Victim 1's home on January 28, 2021. Victim 1 brought the returned Rolex to the store at which he made the purchase. Store personnel confirmed that the Rolex was the same one he had bought in December 2018 and noted that the watch showed signs of wear. As described below, Defendant later told Complainant that it was the "energies" of the Rolex, not its value, that was relevant to her purported work on Victim 1's behalf.)

Defendant charged Victim 1 for other products and services, including but not limited to more than \$2,000 for candles (which Victim 1 never saw) to "clean" his "chakras"; \$5,000 for a crystal (which Victim 1 never saw) to get Victim 1's recently-deceased father out of purgatory and into heaven; \$1,070 to help her rent a car to go on a "spiritual journey" for him, immediately after which she flew to Los Angeles with her husband and young son; \$8,322.21 to work with "energies" to help Victim 1 find a job, services which she later said she needed to "pause" because she was busy "helping homeless people" during the pandemic; and \$9,095 for a crystal (which Victim 1 never saw) to cause Victim 1's love interest to break up with her boyfriend.

One afternoon in December 2019, Defendant took Victim 1 to three separate stores for him to apply for store-branded credit cards. In January 2020, she paid herself \$10,000 using one of those credit cards without Victim 1's authorization. When Victim 1 noticed the charge and asked Defendant what it was for, she said it was for "ongoing spiritual work." Defendant's financial records indicate that at the time she charged the \$10,000 for this unspecified "work," the balance of funds in her PayPal account was \$0.00 and the balance in her primary checking account was negative.

Throughout the time Victim 1 was seeing Defendant, she made statements intended to gain and retain his trust. Defendant told him that everything he gave her he would get back "tenfold." She said that all the money he was giving her was going straight to the supplies she bought to do spiritual work for him and that she was also putting her own money into that work for him. She warned him that the work she was doing for him was putting her life at risk and that it was too dangerous for him to see.

Victim 1's sources of funds to pay defendant included, among other things, his mother's IRA and money market accounts. Victim 1 did not have his mother's permission to use her money to pay Defendant, and Defendant knew that Victim 1 was surreptitiously using his mother's money to pay her. When Victim 1 told Defendant that he felt badly about lying to his mother and wanted to come clean with her, Defendant urged him not to tell her the truth until the "time was right."

In total, between on or about June 3, 2018, and August 27, 2020, Defendant obtained at least approximately \$87,886.61 in money or other property through her swindle of Victim 1.

VICTIM 2

Victim 2, a Minnetonka resident who was about 64 when she first began seeing Defendant, has been diagnosed with mental health issues and has been under the care of a psychiatrist since at least 2004. Complainant contacted Victim 2 after she was identified through Defendant's PayPal records as someone who had made several large payments to Defendant. PayPal records also appeared to show that Defendant had attempted to link a Discover card in Victim 2's name to her own PayPal account as a payment source.

Victim 2's statements and financial records establish the following. Victim 2 began seeing Defendant in or

about 2018 and said she was primarily using Defendant's "psychic services" to help her catch the attention of a love interest. Over time, she paid Defendant thousands of dollars in several ways, including cash and check card numbers given to Defendant over the phone, but she did not give Defendant permission to link her Discover card to Defendant's PayPal account.

On one occasion, at Defendant's behest and with Defendant accompanying her, she went to Bremer Bank to open a \$10,000 line of credit which Victim 2 was to use to pay Defendant for a crystal. Defendant told bank staff that she was Victim 2's daughter and the money was for "renovations." The bank extended the line of credit and Victim 2 gave the money to Defendant. Victim 2 never saw the crystal. Complainant reviewed documentation confirming that the Bremer line of credit was extended on October 10, 2018.

Victim 2 reported several transactions and events similar to those described by Victim 1. Defendant performed a ceremony with Victim 2 in which she showed Victim 2 that water had turned black. Defendant charged Victim 2 thousands of dollars for candles and crystals which Victim 2 never saw—including, on one occasion, one \$100 candle for each year of Victim 2's life—and additional thousands which Defendant described to Victim 2 as being for unspecified "services."

Victim 2 further told Complainant of a time when Defendant contacted her to ask for a \$2,000 loan, purportedly because Defendant's husband had cleaned out her bank account. Victim 2 gave her the money. Defendant never repaid her. Another time, Defendant said to Victim 2, "Don't ask me any questions, but I need \$200." Victim 2 gave Defendant her bank information to get the \$200; Defendant used that information to take \$400. Victim 2's bank statements show transactions corresponding to her descriptions of these payments.

Victim 2 reported that on two separate occasions, Defendant had taken money from her for the stated purpose of "protecting" Victim 2 from the "evil" money. On one of those occasions, the money was from the proceeds of a life insurance policy, \$5,428, which Victim 2 had cashed out at Defendant's urging.

Victim 2 told Complainant that Defendant was aware of her mental health issues. Defendant would tell Victim 2 things like, "You have me, you don't need your therapist." Defendant told Victim 2 that "death" had been stalking her for "her whole life," which was why Victim 2 had needed to cash in her life insurance policy, and that other "people" were following her around. Defendant also told Victim 2, who has suffered from cancer, that her "cancer would come back" if she did not pay Defendant to help her and follow Defendant's instructions.

Victim 2 told Complainant she could not afford what she was paying Defendant and was working with Bremer Bank to come to a reduced payment figure because she was unable to pay for the line of credit Defendant told her to open for the "crystal."

In total, between on or about May 18, 2018, and February 9, 2021, Defendant obtained at least approximately \$48,575.44 in money or other property through her swindle of Victim 2.

DEFENDANT'S STATEMENT

On April 12, 2021, Complainant interviewed Defendant by phone at Defendant's initiation. Defendant said she met Victim 1 when he came in for a reading and told her he was tired of seeing a therapist, he didn't want to see his therapist anymore, and he wanted to see a psychic instead, to which Defendant said she told Victim 1, "Most definitely."

Defendant said the amounts she charged Victim 1 "varied" because he would occasionally come in and

“purchase candles, there would be some times that he wanted crystals . . . it just varied on what his needs were at that time.” Defendant claimed that she does not force her clients to buy anything but instead “recommends” things. She likened herself to a doctor who prescribes medicine but cannot force patients to take it. She said of her own work, “I recommend things that will help, I give them the things that will help, I give them the guidance, but it’s like, you could lead a horse to water but you can’t make the horse drink the water.” She said that “everybody needs a spiritual life coach” and that “there should be more people out there like me.”

Defendant said she knew Victim 1 had opened up credit card accounts to pay her, but denied knowing what specific type of cards they were. She denied suggesting to Victim 1 that he should open a credit card account, saying, “Anything he has opened was on his time and what he wanted to do.”

Regarding the Rolex, Defendant said, “The way that I work is through energy, so there are certain things and certain materials that pull energy.” She said the watch was “always [Victim 1’s]; I’ve never told him it’s not his.” She agreed that the purchase of the Rolex was her idea, because it was needed for a “ceremony.” She claimed that what was important, for purposes of the ceremony, was “not the value of the actual piece,” but “the energy that comes from the piece.”

Defendant acknowledged Victim 1 had paid her in connection with “spiritual journeys” to “multiple places,” including Chicago and Wisconsin. She acknowledged telling Victim 1 that a “curse” had been placed on him.

Defendant said she was not aware of Victim 1 having any mental health issues and said he had a “great personality.” When Complainant explained that Victim 1 had diagnosed mental health issues, Defendant said she “disagreed.” She said that Victim 1 was “doing great” before the pandemic and that he was “completely perfect” when he was her “client.” She said he did not talk about mental health issues “at all” and did not strike her as the sort of person who would have any such issues. Defendant, claiming to be restricted by privacy and confidentiality concerns like a therapist would be, refused to answer questions regarding Victim 2 or other customers.

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

Adam Seamans
Officer
1010 1st St S
Hopkins, MN 55343
Badge: 25

Electronically Signed:
10/19/2021 12:47 PM
Hennepin County, Minnesota

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

Prosecuting Attorney

Zachary Brennan DesAutels
300 S 6th St
Minneapolis, MN 55487
(612) 348-5550

Electronically Signed:
10/19/2021 12:33 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 as directed in the Notice of Hearing before the above-named court 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: \$35,000.00

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: _____, _____.

Judicial Officer

<judge name>

Sworn testimony has been given before the Judicial Officer by the following witnesses:

COUNTY OF HENNEPIN
STATE OF MINNESOTA

State of Minnesota

Plaintiff

vs.

Cynthia Julie Evans

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: Cynthia Julie Evans
DOB: 02/01/1995
Address: 815 MAIN ST
HOPKINS, MN 55343

Alias Names/DOB:
SID:
Height:
Weight:
Eye Color:
Hair Color:
Gender: FEMALE
Race:
Fingerprints Required per Statute: Yes
Fingerprint match to Criminal History Record: No
Driver's License #:
SILS Person ID #: 790260
SILS Tracking No. 3210546
Case Scheduling Information: This is a Complex Crime Team case. Please schedule on the serious felony calendar.
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	6/3/2018	609.2335.1(2)(i) Financial Exploitation-Vulnerable Adult-Undue Influence/Harassment/Duress	Felony	U1709		MN0270900	20020182
	Penalty	6/3/2018	609.52.3(1) Theft-Firearm or Property Value Over \$35,000	Felony	U1709		MN0270900	20020182
2	Charge	6/3/2018	609.52.2(a)(4) Theft-By Swindle	Felony	U1069		MN0270900	20020182
	Penalty	6/3/2018	609.52.3(1) Theft-Firearm or Property Value Over \$35,000	Felony	U1069		MN0270900	20020182
3	Charge	5/18/2018	609.2335.1(2)(i) Financial Exploitation-Vulnerable Adult-Undue Influence/Harassment/Duress	Felony	U1709		MN0270900	20020182
	Penalty	5/18/2018	609.52.3(1) Theft-Firearm or Property Value Over \$35,000	Felony	U1709		MN0270900	20020182
4	Charge	5/18/2018	609.52.2(a)(4) Theft-By Swindle	Felony	U1069		MN0270900	20020182
	Penalty	5/18/2018	609.52.3(1) Theft-Firearm or Property Value Over \$35,000	Felony	U1069		MN0270900	20020182