

IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

STATE OF OKLAHOMA,)
)
Plaintiff,)
)
vs.)
)
BOBBY LEE SMITH,)
DOB: November, 1981)
SSN: xxx-xx-3048)
)
and)
)
CRYSTAL LOUANN MARIE SMITH,)
DOB: January, 1980)
SSN: xxx-xx-0420)
)
Defendant.)

CF-2020-42

Case No. CF-2020-

FILED IN DISTRICT COURT
OKLAHOMA COUNTY

JAN 06 2020

RICK WARREN
COURT CLERK

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INFORMATION

COUNTS I - V:

HOME REPAIR FRAUD ~ 15 O.S. §§ 765.3 and 753(17), FELONY

This crime is punishable by not more than 10 years imprisonment and/or a fine up to \$5,000

COUNTS VI - X:

EMBEZZLEMENT ~ 21 O.S. § 1451, FELONY

This crime is punishable by not more than 5 years imprisonment and a fine up to \$5,000

In the name and by the authority of the State of Oklahoma:

COMES NOW Mike Hunter, the duly elected, qualified and acting Attorney General in and for the State of Oklahoma, and on his official oath informs the District Court as follows:

COUNT I:

That on or about the 28th day of February, 2019 through the 19th day of June, 2019, the crime of **HOME REPAIR FRAUD** was feloniously committed in OKLAHOMA COUNTY, State of Oklahoma, by BOBBY LEE SMITH and CRYSTAL LOUANN MARIE SMITH, d/b/a Ultimate Roofing and Construction, LLC, to wit:

The Defendants knowingly entered into a consumer transaction with **Tuan Hoang** by accepting \$5,262.55, which they deposited at NBC Bank in Oklahoma City, Oklahoma County, in exchange for their promise to repair and remodel the roof, chimney, and

skylights at Mr. Hoang's residence, which the Defendants knew would not be performed.

Said actions and practices are contrary to the provisions of Sections 765.3(1)(a) and 753(17) of Title 15 of the Oklahoma Statutes and against the peace and dignity of the State of Oklahoma.

COUNT II:

That on or about the 12th of November, 2018 through the 26th of November, 2018, the crime of **HOME REPAIR FRAUD** was feloniously committed in OKLAHOMA COUNTY, State of Oklahoma, by BOBBY LEE SMITH and CRYSTAL LOUANN MARIE SMITH, d/b/a Ultimate Roofing and Construction, LLC, to wit:

The Defendants knowingly entered into a consumer transaction with **Joshua Fordyce** by accepting \$3,753.89, which they deposited at NBC Bank in Oklahoma City, Oklahoma County, in exchange for their promise to repair and replace the roof at Mr. Fordyce's residence, which the Defendants knew would not be performed.

Said actions and practices are contrary to the provisions of Sections 765.3(1)(a) and 753(17) of Title 15 of the Oklahoma Statutes and against the peace and dignity of the State of Oklahoma.

COUNT III:

That on or about the 31st day of May, 2018 through the 9th day January, 2019, the crime of **HOME REPAIR FRAUD** was feloniously committed in OKLAHOMA COUNTY, State of Oklahoma, by BOBBY LEE SMITH and CRYSTAL LOUANN MARIE SMITH, d/b/a Ultimate Roofing and Construction, LLC, to wit:

The Defendants knowingly entered into a consumer transaction with **Corey Davis** by accepting \$9,701.74, which they deposited at NBC Bank in Oklahoma City, Oklahoma County, in exchange for their promise to repair and remodel the roof, siding and interior at Mr. Davis' residence, which the Defendants knew would not be performed.

Said actions and practices are contrary to the provisions of Sections 765.3(1)(a) and 753(17) of Title 15 of the Oklahoma Statutes and against the peace and dignity of the State of Oklahoma.

COUNT IV:

That on or about the 12th day of December, 2017 through the 6th day of March, 2018, the crime of **HOME REPAIR FRAUD** was feloniously committed in OKLAHOMA COUNTY, State of Oklahoma, by BOBBY LEE SMITH and CRYSTAL LOUANN MARIE SMITH, d/b/a Ultimate Roofing and Construction, LLC, to wit:

The Defendants knowingly entered into a consumer transaction with **Randal Bowen and Cheryl Bowen-Nissen** by accepting \$8,766.72, which they deposited at NBC Bank in Oklahoma City, Oklahoma County, in exchange for their promise to repair and remodel the roof, gutters, window screens, and driveway at Mr. Bowen's and Mrs. Bowen-Nissen's

residence, which the Defendants knew would not be performed.

Said actions and practices are contrary to the provisions of Sections 765.3(1)(a) and 753(17) of Title 15 of the Oklahoma Statutes and against the peace and dignity of the State of Oklahoma.

COUNT V:

That on or about the 8th day of August, 2017 through the 19th day of March, 2019, the crime of **HOME REPAIR FRAUD** was feloniously committed in OKLAHOMA COUNTY, State of Oklahoma, by BOBBY LEE SMITH and CRYSTAL LOUANN MARIE SMITH, d/b/a Ultimate Roofing and Construction, LLC, to wit:

The Defendants knowingly entered into a consumer transaction with **Ronda Trumbly** by accepting \$12,749.22, which they deposited at NBC Bank in Oklahoma City, Oklahoma County, in exchange for their promise to repair and remodel the roof, ventilation and pipe boots at Ms. Trumbly's residence, which the Defendants knew would not be performed.

Said actions and practices are contrary to the provisions of Sections 765.3(1)(a) and 753(17) of Title 15 of the Oklahoma Statutes and against the peace and dignity of the State of Oklahoma.

COUNT VI:

That on or about the 29th day of October, 2018 through the 5th day of March, 2019, the crime of **EMBEZZLEMENT** was feloniously committed in OKLAHOMA COUNTY, State of Oklahoma, by BOBBY LEE SMITH and CRYSTAL LOUANN MARIE SMITH, d/b/a Ultimate Roofing and Construction, LLC, to wit:

The Defendants fraudulently appropriated to their own use and benefit, without the knowledge and consent of **Thomas Pastrano**, d/b/a HVP IV Millennium Owner, LLC, \$80,275.00, which they deposited at NBC Bank in Oklahoma City, Oklahoma County, which had been entrusted to them for the labor and materials required for the roof repair of two student housing units, but the Defendant failed to pay for roofing materials provided by Crossroads Roofing and Supply, Inc., resulting in liens filed against Millennium's student housing.

Said actions and practices are contrary to the provisions of Section 1451 of Title 21 of the Oklahoma Statutes and against the peace and dignity of the State of Oklahoma.

COUNT VII:

That on or about the 30th of October, 2018 through 5th day of March, 2019, the crime of **EMBEZZLEMENT** was feloniously committed in OKLAHOMA COUNTY, State of Oklahoma, by BOBBY LEE SMITH and CRYSTAL LOUANN MARIE SMITH, d/b/a Ultimate Roofing and Construction, LLC, to wit:

The Defendants fraudulently appropriated to their own use and benefit, without the knowledge and consent of **Chester Weems**, \$52,712.29, which they deposited at NBC

Bank in Oklahoma City, Oklahoma County, which had been entrusted to them for the labor and materials necessary to completely replace the roof of Mr. Weems' residence, but the Defendants failed to pay for roofing materials provided by Crossroads Roofing and Supply, Inc., resulting in liens filed against Mr. Weems' residence.

Said actions and practices are contrary to the provisions of Section 1451 of Title 21 of the Oklahoma Statutes and against the peace and dignity of the State of Oklahoma.

COUNT VIII:

That on or about the 10th day of May, 2018 through the 20th day of March, 2019, the crime of **EMBEZZLEMENT** was feloniously committed in OKLAHOMA COUNTY, State of Oklahoma, by BOBBY LEE SMITH and CRYSTAL LOUANN MARIE SMITH, d/b/a Ultimate Roofing and Construction, LLC, to wit:

The Defendants fraudulently appropriated to their own use and benefit, without the knowledge and consent of **Christine Peters**, \$8,785.05, which they deposited at NBC Bank in Oklahoma City, Oklahoma County, which had been entrusted to them for the labor and materials necessary to repair the roof of Ms. Peters' residence, but the Defendants failed to pay for roofing materials provided by Crossroads Roofing and Supply, Inc., resulting in liens filed against Ms. Peters' residence.

Said actions and practices are contrary to the provisions of Section 1451 of Title 21 of the Oklahoma Statutes and against the peace and dignity of the State of Oklahoma.

COUNT IX:

That on or about the 22nd of January, 2018 through 20th day of March, 2019, the crime of **EMBEZZLEMENT** was feloniously committed in OKLAHOMA COUNTY, State of Oklahoma, by BOBBY LEE SMITH and CRYSTAL LOUANN MARIE SMITH, d/b/a Ultimate Roofing and Construction, LLC, to wit:

The Defendants fraudulently appropriated to their own use and benefit, without the knowledge and consent of **James Hendrix**, \$12,961.77, which they deposited at NBC Bank in Oklahoma City, Oklahoma County, which had been entrusted to them for the labor and materials necessary to repair and replace the roof, garage door, storm door, and siding of Mr. Hendrix's residence, but the Defendants failed to pay for roofing materials provided by Crossroads Roofing and Supply, Inc., resulting in liens filed against Mr. Hendrix's residence.

Said actions and practices are contrary to the provisions of Section 1451 of Title 21 of the Oklahoma Statutes and against the peace and dignity of the State of Oklahoma.

COUNT X:

That on or about the 17th of November, 2017 through 8th day of April, 2019, the crime of **EMBEZZLEMENT** was feloniously committed in OKLAHOMA COUNTY, State of Oklahoma, by BOBBY LEE SMITH and CRYSTAL LOUANN MARIE SMITH, d/b/a Ultimate Roofing and Construction, LLC, to wit:

The Defendants fraudulently appropriated to their own use and benefit, without the knowledge and consent of **Charles McKnight**, \$118,221.65, which they deposited at NBC Bank in Oklahoma City, Oklahoma County, which had been entrusted to them for the labor and materials necessary to repair earthquake damage of Mr. McKnight's residence, but the Defendants failed to complete the work and failed to pay for roofing materials provided by Crossroads Roofing and Supply, Inc. and labor provided by Momentum Electric, LLC., resulting in liens filed against Mr. McKnight's residence.

Said actions and practices are contrary to the provisions of Section 1451 of Title 21 of the Oklahoma Statutes and against the peace and dignity of the State of Oklahoma.

MIKE HUNTER,
ATTORNEY GENERAL FOR THE
STATE OF OKLAHOMA

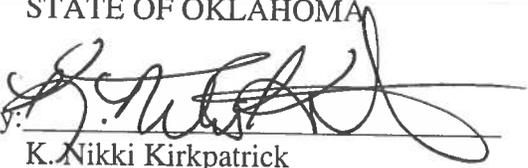
By: 

K. Nikki Kirkpatrick, OBA #22876
Assistant Attorney General
313 N.E. 21st Street
Oklahoma City, Oklahoma 73105
Telephone: (405) 522-3061
Facsimile: (405) 522-0085

I, the undersigned Assistant Attorney General for the State of Oklahoma, do upon my oath, declare that the statements set forth in the above Information, and in review of the Probable Cause Affidavit, are true and correct to the best of my knowledge and belief.

MIKE HUNTER,
ATTORNEY GENERAL FOR THE
STATE OF OKLAHOMA

By:


K. Nikki Kirkpatrick
Assistant Attorney General

IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

STATE OF OKLAHOMA,)
)
 Plaintiff,)
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 vs.)
)
 BOBBY LEE SMITH,)
 W/M, DOB: November, 1981)
)
 Defendant.)

Case No. CF-2020-_____

COUNTY OF OKLAHOMA)
) ss.
 STATE OF OKLAHOMA)

AFFIDAVIT OF PROBABLE CAUSE

I, Barbara Stone, do attest that the following is true and factual to the best of my knowledge with regard to the following information. I am currently employed as an Agent for the State of Oklahoma, Office of the Attorney General assigned to the Consumer Protection Unit. In April 2019, I was assigned to investigate a complaint against Bobby Lee Smith, co-owner of Ultimate Roofing and Construction (URC), LLC, for embezzlement, home repair fraud, and violation of the Consumer Protection Act. The Office of Attorney General, Consumer Protection Unit, received eleven complaints from citizens who alleged they paid Smith for construction work, centralizing in roof repair or replacement that was either never completed or started at all, and some homeowners receiving liens. In the course of this investigation, your affiant interviewed eleven (11) complainants and thirteen (13) witnesses, then reviewed various documents pertaining to the allegations against Bobby Lee Smith. The following information was obtained during the investigation:

Bobby Smith owns forty-nine percent (49%) of URC, while his wife owns the remaining fifty-one percent (51%) of the company. Through Subpoena MCGJ-18-0730, I received all of URC's bank accounts from NBC Bank, located in Oklahoma City, Oklahoma County, which revealed Bobby and Crystal Smith are the sole signatories and creators of the bank accounts. Through interviews with previous URC sales manager, Brandon Crow, subcontractors, and suppliers, I obtained information regarding how Bobby and Crystal Smith structured URC's business. Crystal Smith handled the finances, but Bobby Smith had the final approval on URC's financial decisions. Bobby and Crystal Smith were aware or involved with contracts and projects obtained by URC. Bobby Smith developed all of URC's pricing on the Customer Relationship Management Software, JobNimbus, which allowed sales managers to enter in amounts and measurements for the total construction costs per contract. Bobby Smith discussed worksite details in depth with URC's production manager and public adjustor, and he double checked the contract agreements and progress of all the sales managers. Moreover, Bobby and Crystal Smith held weekly meetings with employees about present and potential contracts. During these meetings, Bobby and Crystal Smith consistently emphasized to the sales managers that they needed to land increasing numbers of contracts each week.

When customers began to call Brandon Crow about liens on their properties, he confronted Bobby Smith. At the following weekly meeting, Bobby and Crystal Smith acknowledged the dire financial situation of the company and the liens. Afterwards, they invited Brandon Crow to dinner and asked him to continue selling contracts, which Brandon Crow declined because he did not trust their business practices. A few days later, Bobby Smith asked Crow again to sell additional contracts. In the course of the investigation, I have interviewed six (6) subcontractors and suppliers who URC collectively owes \$106,005.57 in outstanding balances. These outstanding invoices severely limited URC's ability to function in the field because of the lack of resources. Crystal and Bobby Smith have since avoided all communication with these subcontractors and suppliers. Brandon Crow subsequently started Yellow Footprints Construction, which assisted some of the affected consumers, in an attempt to rectify URC's incomplete contracts by completing the projects at steep discounts. I then interviewed several of these affected consumers.

1. On July 5th, 2019, your affiant phone interviewed Tuan Hoang, resident of 4605 Tamarisk Drive, Oklahoma City, OK, 73142, Oklahoma County. On February 16th, 2019, Hoang contracted with URC through their sales manager. The contract totaled \$10,525.10 for roof and chimney maintenance with skylight installations. On February 19th, 2019, Hoang paid \$5,282.55 (Web ID: 9854149), a 50 percent deposit, to URC, but URC received \$5,262.55. Hoang paid through URC's JobNimbus account, an online and application based project management system. URC received this deposit in URC's checking account, named Ultimate Roofing-Checking, at NBC Bank, P.O. Box 21000, Oklahoma City, OK, 73156, Oklahoma County, confirmed by MCGJ-18-0730. After the deposit payment, URC informed Hoang that someone from their production team would contact him in the next 3-5 business days to schedule the production process, but no one from URC ever called. URC never started or completed construction at Hoang's property. Hoang's roof started to leak too badly, which led him to hire Yellow Footprints Construction Company for the same detailed home repair. Yellow Footprints is co-owned by Brandon Crow, who adjusted the contract total for the amount Hoang previous paid to URC. In total, Hoang paid Yellow Footprints \$7,387.55, in addition to the \$5,282.55 he paid URC. Bobby and Crystal Smith knew in detail about Hoang's contract, payment, and lack of work, and have since avoided Hoang's attempts at communication
2. On September 11th, 2019, your affiant phone interviewed Joshua Fordyce, resident of 1070 Clara Avenue, Fowler, CA, 93925. While stationed at Tinker Air Force Base, Fordyce purchased his other home located at 1607 SE 61st Street, OKC, OK 73149, Oklahoma County, where his parents still live. By email and phone correspondence, Fordyce contracted with URC through their sales manager. The contract involved all of the work detailed on Fordyce's insurance claim (interior, siding, and roof), to include, a drip edge, ventilation, flashing, and pipe boots. Fordyce mailed URC a copy of the signed contract, dated 11/12/2018, and check #693, dated 11/20/2018, for \$3,753.89. URC deposited check #693 on 11/26/2018 into their checking account at NBC Bank. After receipt of these documents, Fordyce and URC coordinated with Shelter Insurance. Fordyce coordinated with Shelter Insurance until August 2019, and then he emailed URC to initiate the construction process. The email returned undeliverable, and URC's phone number was disconnected. On August 15th, 2019, Fordyce left a voicemail on Bobby Smith's phone number, but his call has not been returned. Fordyce's mother, Patricia Fordyce confirmed that URC never started construction at the home nor brought construction materials, after being paid a total of \$3,753.89. Bobby and Crystal Smith knew in detail about Fordyce's contract, payment, and lack of work, and have since avoided Fordyce's attempts at communication.

3. On July 19th, 2019, your affiant phone interviewed Corey Davis, resident of 120 East Blossom Drive, Midwest City, OK, 73110, Oklahoma County. On May 31st, 2018, Davis contracted with URC through their sales manager. The contract involved water damage repair to the roof, siding, and interior of her residence. The sales manager informed Davis the first insurance check had to be signed over before production began, as directed by Bobby Smith. Therefore on May 31st, 2018, Davis signed over the first check from Farmers Insurance, check #1620546452 for \$184.03 (dated 05/30/2018) to URC. Davis proceeded to give or sign over check #1621369357 for \$37.02 (dated 08/24/2018), check #1620790036 for \$2,520.72 (dated 06/26/2018), and check #5127 for \$6,960.00 (dated 02/12/2019). In total, Davis paid URC \$9,701.77. After all payments to URC were made, for the total cost of construction, Dusty Smith, production manager of URC and brother of Bobby Smith, contacted Davis to inform her that the order of custom shingles for her roof would arrive sometime between the days of March 4th and 6th of 2019. The shingles did not arrive at Davis' house during this time period, so she called Dusty Smith. Dusty Smith let her know he made a mistake, and he had to redo the shingle order. Instead of the original dates, the special shingles would arrive between March 24th and 26th of 2019. Again the shingles did not arrive. Davis called Dusty Smith on March 27th, 2019, and Davis continued to call Dusty Smith every day or every other day, but no progress toward shingle arrival or construction work ever occurred. For approximately a month, no one from URC would answer Davis' calls. Due to the lack of response, Davis went to URC's office, and she learned that URC had moved out of the office in May 2019. Bobby and Crystal Smith knew in detail about Davis' contract, payments, and lack of work. Davis eventually reached Crystal Smith by phone and email. Crystal Smith did nothing to rectify the situation; but, her father, Tom Eastep, contacted Davis. Eastep did some work toward roof replacement at an additional cost of \$4,379.18, in addition to the \$9,701.77 already paid to URC. Davis still has siding and interior damager unrepaired at her property.
4. On August 6th, 2019 and November 12th, 2019, your affiant phone interviewed Floyd "Randal" Bowen and Cheryl Bowen-Nissen. Randal Bowen lives in his sister's home located at 6505 NW 30th Terrace, Bethany, OK, 73008-4153, Oklahoma County. The home incurred hail and storm damage, and the StateFarm Insurance is under Cheryl Bowen-Nissen's name. On December 18th, 2017, Randal Bowen contracted with URC through a sales representative. The contract totaled \$11,007.05 and encompassed roof repair, gutters, a window screen, and material on the west side of the driveway. URC informed Randal Bowen that work would not begin on the roof until URC received the first insurance check, as directed by Bobby Smith. Therefore, Randal Bowen gave URC a total of \$8,766.72 through check #7674 of \$7,564.13 (dated 12/18/2017) and check #7715 of \$1,202.59 (dated 02/21/2018). URC deposited both of these checks on December 21st, 2017 and March 6th, 2018, respectively, in URC's checking account at NBC Bank. Cheryl Bowen-Nissen wrote and signed the checks, but Randal Bowen gave the checks to URC. After time passed without any work occurring, URC came to Bowen's residence and asked for an additional payment of \$200 before work could commence. Randal Bowen refused to give URC any more payments because no work had occurred. Since that time, URC has not attempted or started construction at the residence, nor can Randal Bowen or his sister reach URC. Bobby and Crystal Smith knew in detail about Bowen-Nissen's contract, payments, and lack of work, and have since avoided Bowen-Nissen's attempts at communication.
5. On August 23rd, 2019, your affiant phone interviewed Ronda Trumbly, resident of 1324 Noel Drive, Yukon, OK 73099, Canadian County. On August 10th, 2017, Trumbly contracted with URC through a sales manager. The contract centralized on the roof and its felt type, tear off squares, layers, ventilation type, and pipe boots. Trumbly paid URC a total of \$12,749.22 through check #338 for \$6,282.41 (dated 02/20/2019), check #2414 for \$3,301.60 (dated 08/09/17), check #3020

for \$1,679.17 (dated 09/28/17), check #3455 for \$1,306.04 (dated 11/16/17), and check #3634 for \$180 (dated 12/08/17), all of which URC deposited in URC's checking account at NBC Bank. On July 18th, 2018, Trumbly signed the Assignment of Insurance Claim to URC, which obligated all of the insurance claim money to URC. Therefore, URC received the last insurance check #0338 of \$6,282.41 dated 02/20/2019. The sales manager ceased his employment with URC, and afterwards, Bobby Smith kept in communication with Trumbly either through text messages or phone calls. Late June 2019, Smith ceased responding to Trumbly's attempts at communication. URC never started or attempted to start the construction work. This forced Trumbly to take out a loan, and spend an additional, approximate \$9,600 for roof repair, in addition to the \$12,749.22 paid to URC. Bobby and Crystal Smith knew in detail about Trumbly's contract, payments, and lack of work. Bobby Smith confirmed through text messages with Trumbly that the work had not been completed, but he has made no attempts to finish or start the worksite and ceased communication.

6. On May 15th, 2019, your affiant phone interviewed Thomas Pastrano, Community Manager of HVP IV Millennium Owner, LLC, about this handling of a construction contract with URC on behalf of the company, which Bobby Smith personally developed and coordinated before delegating the job to a sales manager. In December 2018, URC completed roof repair on Millennium's two student housing buildings located at 900 East Lindsey Street, Norman, OK 73071, Cleveland County. In total, Millennium paid URC \$80,275.00 through check #109 for \$2,500 (dated 10/24/2018), check #143 for \$18,750 (dated 11/20/2018), and check #159 for \$59,025 (dated 11/26/2018), which URC deposited on 10/29/2018, 11/21/2018, and 12/03/2018, respectively, into their checking account. On February 20th, 2019, Millennium received a pre-lien notice from Crossroads Roofing and Supply Inc. Pastrano called URC, who assured them that everything would be taken care of regarding the lien. On March 5th, 2019, Crossroads Roofing and Supply filed a mechanic's lien on Millennium's student housing, 900 East Lindsey Street, Norman, OK 73071 for \$11,163.99. The lien reflected URC's unpaid bill of roofing materials supplied on December 11th, 2018, for Pastrano's student housing. Pastrano attempted to call and visit URC's office to no avail. On March 26th, 2019, Pastrano received an email from Crystal Smith in response to a Better Business Bureau complaint. The email assured Pastrano that URC cared about their clients, and that the issues are being worked on by URC's attorneys and accountants. This was the last communication between Pastrano and URC. On May 2nd, 2019, Millennium's property manager, Keith Jernigan, sent a letter of demand to URC demanding the lien be removed from the referenced property. The lien remained after the letter of demand, and URC has not made any payments toward the lien. Bobby and Crystal Smith knew in detail about Millennium's contract, payments, and lien placements, and have since avoided Millennium's attempts at communication.
7. On May 7th, 2019, your affiant phone interviewed Chester Weems, resident of 801 Whitetail Trail, Yukon, OK 73099, Canadian County. On October 30th, 2018, Weems contracted with URC for a complete roof replacement on his home, for a contract total of \$43,582.69. In total Weems paid URC \$52,712.29 through check #16216 for \$1,000.00 (dated 10/30/2018), check #16218 for \$20,686.90 (dated 11/02/2018), and check #16251 for \$31,025.39 (dated 01/03/2019), which URC deposited on 10/31/2018, 11/02/2018, and 01/03/2019, respectively, into the URC checking account. When the construction finished, Weems and his wife were satisfied with the work. On February 21st, 2019, Weems received a mechanic's pre-lien notice from Crossroads Roofing and Supply, Inc. The mechanic's pre-lien was in reference to materials supplied to URC, on December 6th, 2018, for Weems' property. Weems attempted to prevent this mechanic's lien, but it was filed on March 5th, 2019, in Canadian Co. for the amount of \$10,203.02. On March 21st, 2019, Weems received an email from Bobby Smith. The email disclosed to Weems that URC was downsizing due to unfortunate circumstances. Smith assured Weems that they knew about the mechanic's lien

on his property, and its release was being worked on by URC's attorneys and accountants. URC owes a remaining balance of \$5,222.16 to Crossroads Roofing and Supply, for materials used on Weems' construction, after Weems paid URC a total of \$52,712.29. Bobby and Crystal Smith knew in detail about Weems' contract, payments, and lien placements, and have since avoided Weems' attempts at communication.

8. On October 17th, 2019, your affiant phone interviewed Christine Peters about her roof repair contract with URC on the family's rent house located at 708 East Oak, Noble, OK, 73068, Cleveland County. On May 10th, 2018, Peters contracted with URC through a sales manager, for a total of \$5,732.02. The contract specified the following would be completed: re-shingling, decking, gutters, drip edge, and an ice and water shield. In total, Peters paid URC \$8,785.05. Peters paid URC with two Allstate issued insurance claim checks in the amount of \$1,917.57 (dated 05/04/2018) and \$1,940.54 (dated 11/20/2018), which URC deposited on 5/10/2018 and 12/12/2018, respectively. Additionally, Peters paid URC with personal check #9200 for \$500.00 (dated 12/12/2018), which URC deposited on 12/12/2018. Lastly, on January 5th, 2019, Peters made a payment to URC, through the online service JobNimbus, for \$4,426.94, but URC received \$4,281.08. All of these payments were deposited into URC's checking account. In total, Peters paid URC \$8,785.05. On March 20th, 2019, Crossroads Roofing and Supply Inc., filed a mechanic's lien, in Cleveland County, on Peters' property located at 708 E Oak Street, Noble, OK 73068. The lien totaled \$3,757.94 for roofing materials supplied on December 20th, 2018. Mike Peters, Christine Peters' husband, called URC to inquire about the lien, but URC's number was disconnected. Neither Peters nor her husband have been able to reach URC about the lien, nor has URC made any payments towards the lien of \$3,757.94, after Peters paid URC a total of \$8,785.05. Bobby and Crystal Smith knew in detail about Peters' contract, payments, and lien placements, and have since avoided Peters' attempts at communication.
9. On July 23rd, 2019, you affiant phone interviewed James Hendrix about his roof repair contract with URC on his house in Oklahoma, located at 2333 Eagle Drive, Del City, Oklahoma 73115, Oklahoma County. On January 22nd, 2018, Hendrix contracted with URC for roof repair, a garage door, a storm door, and siding repair. Hendrix paid URC a total of \$12,961.77, through check #1619430750 for \$773.09 (dated 01/26/2018), check #1620126603 for \$3,676.68 (dated 04/13/2018), check #3096 for \$4,256.00 (dated 11/30/2018), and check #759393 for \$4,256.00 (dated 12/07/2018). URC deposited all of these checks into URC's checking account. URC completed the work on Hendrix's property, and Hendrix paid for the work in full. In Oklahoma County, on March 20th, 2019, Crossroads Roofing and Supply Inc. placed a lien of \$1,956.78 on Hendrix's residential property. The mechanic's lien, statement of claim reads that Crossroads placed the lien due to unpaid roofing materials, supplied on December 21st, 2018, for construction work completed by URC at Hendrix's property. URC has not made any payments on this lien of \$1,956.78, after being paid a total of \$12,961.77. Bobby and Crystal Smith knew in detail about Hendrix's contract, payments, and lien placements, and have since avoided Hendrix's attempts at communication.
10. On May 10th, 2019, your affiant phone interviewed Charles McKnight, resident of 904 Ruby Lane, Noble, OK, 73068, Cleveland County. In October of 2017, McKnight signed a contract with URC, for repair of earthquake and water damage to his home. Bobby Smith specially took responsibility for this worksite. McKnight signed the Assignment of Insurance Claim to URC on July 10th, 2018, and proceeded to sign over all of his insurance funds to URC. In total McKnight paid URC \$118,221.38. McKnight paid URC check #473 for \$3,210.00 (dated 11/08/2017), cashier's check #51156 for \$8,018.17 (dated 11/08/2017), check #600 for \$18,260.00 (dated 09/06/2018), check

#0022400714 for \$42,733.21 (dated 07/09/2018), check for \$27,000 (dated 01/11/2018), and check #51419 for \$19,000 (dated 01/31/2018). URC deposited all these checks into URC's checking account at NBC Bank.

In June 2018, URC started construction on the house, which displaced McKnight and his wife until they moved back into the house on February 1st, 2019. They were told the house would be habitable and finished completely within the next two months (April 2019). March 1st, 2019, it was discovered by McKnight that URC constructed an unlevelled kitchen floor and cabinets, which later had to be shimmed because the trim was noticeably unlevel. In March, all work ceased on the house, which was only half done, and no additional work has been attempted or completed by URC. Until the middle of April 2019, McKnight was still in contact with Dusty Smith, Bobby Smith's brother, who was the general supervisor of their house's construction. Dusty Smith told McKnight that URC ceased its operations.

URC left the house without plumbing to connect a dishwasher, nor a shut off valve for the gas. Furthermore, McKnight was unable to cook or use the dishwasher because he did not have any kitchen countertops. McKnight spent an additional \$3,966.08 for granite. Additional out of pocket expenses include, attorney fees, a kitchen faucet with soap dispenser (\$290.78), sundeck (\$5,000), dishwasher hose (\$27.17), island cabinet (\$838.60), patio awning (\$1,650.00), and carpet (\$1,020.21). Since, McKnight has received notice of two liens on his property, M2019-4663, Cleveland County, Crossroads Roofing and Supply, INC, P.O. Box 145888, OKC, OK 73113 for \$2,007.82, filed 04/08/2019, and M2019-7098, Cleveland County, Momentum Electric LLC, P.O. Box 54915, OKC, OK 73154 for \$10,557.02, filed 05/28/2019. URC has not made any payments towards these liens, totaling \$12,584.84, nor has URC finished the work after McKnight paid URC a total of \$118,221.38. McKnight has since paid \$12,792.79 for materials and installments. Bobby and Crystal Smith knew in detail about McKnight's contract, payments, and lien placements, and have since avoided McKnight's attempts at communication.

Your Affiant believes probable cause exists to show that the Defendant committed five (5) counts of **Home Repair Fraud, Title 15 § 765.3**, five (5) counts of **Embezzlement, Title 21 § 1451**. The undersigned asks that this Court issue a finding of fact that there is probable cause to believe that the above-named Defendant committed these crimes and issue a warrant for the arrest of Bobby Lee Smith.

Further Affiant sayeth not.

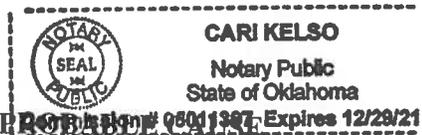
Oklahoma Office of the Attorney General

By: *Barbara Stone*
Barbara Stone, Agent
Consumer Protection Unit

SUBSCRIBED AND SWORN to before me this 3rd day of January 2020.

Cari Kelso
Notary Public

Commission Expires: 12-29-2021
Commission Number: 5011397



FINDING OF PROBABLE CAUSE

On this ___ day of January, 2020, the above-styled and numbered cause came on for hearing before me, the undersigned Judge of the District Court of Oklahoma County, State of Oklahoma, upon the above Affidavit, requesting that a Warrant of Arrest be issued for the within-named Defendant, and that he might be arrested and held to answer for the offenses of Embezzlement, Title 21 § 1451 and Violation of the Consumer Protection Act, Title 15 § 753. Based upon said Affidavit, I am satisfied and do hereby find that there is probable cause to believe that the within-named Defendant has committed said offenses and that a Warrant of Arrest should be issued.

JUDGE OF THE DISTRICT COURT

IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

STATE OF OKLAHOMA,)
)
Plaintiff,)
)
vs.)
)
CRYSTAL LOUANN MARIE SMITH,)
W/M, DOB: January, 1980)
)
Defendant.)

Case No. CF-2020-_____

COUNTY OF OKLAHOMA)
) ss.
STATE OF OKLAHOMA)

AFFIDAVIT OF PROBABLE CAUSE

I, Barbara Stone, do attest that the following is true and factual to the best of my knowledge with regard to the following information. I am currently employed as an Agent for the State of Oklahoma, Office of the Attorney General assigned to the Consumer Protection Unit. In April 2019, I was assigned to investigate a complaint against Crystal Louann Marie Smith, co-owner of Ultimate Roofing and Construction, LLC, for embezzlement and home repair fraud. The Office of Attorney General, Consumer Protection Unit, received eleven complaints from citizens who alleged they paid Smith for construction work, centralizing in roof repair or replacement that was either never completed or started at all, and some homeowners receiving liens. In the course of this investigation, your affiant interviewed eleven (11) complainants and thirteen (13) witnesses, then reviewed various documents pertaining to the allegations against Crystal Louann Marie Smith. The following information was obtained during the investigation:

Crystal Smith owns fifty-one percent (51%) of URC, while her husband owns the remaining forty-nine percent (49%) of the company. Through Subpoena MCGJ-18-0730, I received all of URC's bank accounts from NBC Bank, located in Oklahoma City, Oklahoma, which revealed Bobby and Crystal Smith are the sole signatories and creators of the bank accounts. Through interviews with previous URC sales manager, Brandon Crow, I obtained information regarding how Bobby and Crystal Smith structured URC's business. Crystal Smith handled all the finances and bookkeeping for URC, meaning the production manager, Dusty Smith, regularly briefed Crystal about all worksites. Crystal Smith was regularly updated on the status and progress of all contracts in order for her to make payments and deposits for URC. Bobby and Crystal Smith held weekly meetings with employees about present and potential contracts. During these meetings, Crystal printed out information about URC's pending sales, work in construction, and contracts in the supplemental process. Intermingled into these meeting discussions, Bobby and Crystal Smith consistently emphasized to the sales managers that they needed to land increasing numbers of contracts each week.

When customers began to call Brandon Crow about liens on their properties, he confronted Bobby Smith. At the following weekly meeting, Bobby and Crystal Smith acknowledged the dire financial situation of the company and the liens. Afterwards, they invited Brandon Crow to dinner and asked him to continue selling contracts, which Brandon Crow declined because he did not trust their business practices. A few days later, Bobby Smith asked Crow again to sell additional contracts. In the course of the investigation, I have interviewed six (6) subcontractors and suppliers who URC collectively owes

\$106,005.57 in outstanding balances. These outstanding invoices severely limited URC's ability to function in the field because of the lack of resources. Crystal and Bobby Smith have avoided all communication with these subcontractors and suppliers. Brandon Crow subsequently started Yellow Footprints Construction, which assisted some of the affected consumers, in an attempt to rectify URC's incomplete contracts by completing the projects at steep discounts. I then interviewed several of these affected consumers.

1. On July 5th, 2019, your affiant phone interviewed Tuan Hoang, resident of 4605 Tamarisk Drive, Oklahoma City, OK, 73142, Oklahoma County. On February 16th, 2019, Hoang contracted with URC through their sales manager. The contract totaled \$10,525.10 for roof and chimney maintenance with skylight installations. On February 19th, 2019, Hoang paid \$5,282.55 (Web ID: 9854149), a 50 percent deposit, to URC, but URC received \$5,262.55. Hoang paid through URC's JobNimbus account, an online and application based project management system. URC received this deposit in URC's checking account, named Ultimate Roofing-Checking, at NBC Bank, P.O. Box 21000, Oklahoma City, OK, 73156, Oklahoma County, confirmed by MCGJ-18-0730. After the deposit payment, URC informed Hoang that someone from their production team would contact him in the next 3-5 business days to schedule the production process, but no one from URC ever called. URC never started or completed construction at Hoang's property. Hoang's roof started to leak too badly, which led him to hire Yellow Footprints Construction Company for the same detailed home repair. Yellow Footprints is co-owned by Brandon Crow, who adjusted the contract total for the amount Hoang previous paid to URC. In total, Hoang paid Yellow Footprints \$7,387.55, in addition to the \$5,282.55 he paid URC. Bobby and Crystal Smith knew in detail about Hoang's contract, payment, and lack of work, and have since avoided Hoang's attempts at communication
2. On September 11th, 2019, your affiant phone interviewed Joshua Fordyce, resident of 1070 Clara Avenue, Fowler, CA, 93925. While stationed at Tinker Air Force Base, Fordyce purchased his other home located at 1607 SE 61st Street, OKC, OK 73149, Oklahoma County, where his parents still live. By email and phone correspondence, Fordyce contracted with URC through their sales manager. The contract involved all of the work detailed on Fordyce's insurance claim (interior, siding, and roof), to include, a drip edge, ventilation, flashing, and pipe boots. Fordyce mailed URC a copy of the signed contract, dated 11/12/2018, and check #693, dated 11/20/2018, for \$3,753.89. URC deposited check #693 on 11/26/2018 into their checking account at NBC Bank. After receipt of these documents, Fordyce and URC coordinated with Shelter Insurance. Fordyce coordinated with Shelter Insurance until August 2019, and then he emailed URC to initiate the construction process. The email returned undeliverable, and URC's phone number was disconnected. On August 15th, 2019, Fordyce left a voicemail on Bobby Smith's phone number, but his call has not been returned. Fordyce's mother, Patricia Fordyce confirmed that URC never started construction at the home nor brought construction materials, after being paid a total of \$3,753.89. Bobby and Crystal Smith knew in detail about Fordyce's contract, payment, and lack of work, and have since avoided Fordyce's attempts at communication.
3. On July 19th, 2019, your affiant phone interviewed Corey Davis, resident of 120 East Blossom Drive, Midwest City, OK, 73110, Oklahoma County. On May 31st, 2018, Davis contracted with URC through their sales manager. The contract involved water damage repair to the roof, siding, and interior of her residence. The sales manager informed Davis the first insurance check had to be signed over before production began, as directed by Bobby Smith. Therefore on May 31st, 2018, Davis signed over the first check from Farmers Insurance, check #1620546452 for \$184.03 (dated

05/30/2018) to URC. Davis proceeded to give or sign over check #1621369357 for \$37.02 (dated 08/24/2018), check #1620790036 for \$2,520.72 (dated 06/26/2018), and check #5127 for \$6,960.00 (dated 02/12/2019). In total, Davis paid URC \$9,701.77. After all payments to URC were made, for the total cost of construction, Dusty Smith, production manager of URC and brother of Bobby Smith, contacted Davis to inform her that the order of custom shingles for her roof would arrive sometime between the days of March 4th and 6th of 2019. The shingles did not arrive at Davis' house during this time period, so she called Dusty Smith. Dusty Smith let her know he made a mistake, and he had to redo the shingle order. Instead of the original dates, the special shingles would arrive between March 24th and 26th of 2019. Again the shingles did not arrive. Davis called Dusty Smith on March 27th, 2019, and Davis continued to call Dusty Smith every day or every other day, but no progress toward shingle arrival or construction work ever occurred. For approximately a month, no one from URC would answer Davis' calls. Due to the lack of response, Davis went to URC's office, and she learned that URC had moved out of the office in May 2019. Bobby and Crystal Smith knew in detail about Davis' contract, payments, and lack of work. Davis eventually reached Crystal Smith by phone and email. Crystal Smith did nothing to rectify the situation; but, her father, Tom Eastep, contacted Davis. Eastep did some work toward roof replacement at an additional cost of \$4,379.18, in addition to the \$9,701.77 already paid to URC. Davis still has siding and interior damager unrepaired at her property.

4. On August 6th, 2019 and November 12th, 2019, your affiant phone interviewed Floyd "Randal" Bowen and Cheryl Bowen-Nissen. Randal Bowen lives in his sister's home located at 6505 NW 30th Terrace, Bethany, OK, 73008-4153, Oklahoma County. The home incurred hail and storm damage, and the StateFarm Insurance is under Cheryl Bowen-Nissen's name. On December 18th, 2017, Randal Bowen contracted with URC through a sales representative. The contract totaled \$11,007.05 and encompassed roof repair, gutters, a window screen, and material on the west side of the driveway. URC informed Randal Bowen that work would not begin on the roof until URC received the first insurance check, as directed by Bobby Smith. Therefore, Randal Bowen gave URC a total of \$8,766.72 through check #7674 of \$7,564.13 (dated 12/18/2017) and check #7715 of \$1,202.59 (dated 02/21/2018). URC deposited both of these checks on December 21st, 2017 and March 6th, 2018, respectively, in URC's checking account at NBC Bank. Cheryl Bowen-Nissen wrote and signed the checks, but Randal Bowen gave the checks to URC. After time passed without any work occurring, URC came to Bowen's residence and asked for an additional payment of \$200 before work could commence. Randal Bowen refused to give URC any more payments because no work had occurred. Since that time, URC has not attempted or started construction at the residence, nor can Randal Bowen or his sister reach URC. Bobby and Crystal Smith knew in detail about Bowen-Nissen's contract, payments, and lack of work, and have since avoided Bowen-Nissen's attempts at communication.
5. On August 23rd, 2019, your affiant phone interviewed Ronda Trumbly, resident of 1324 Noel Drive, Yukon, OK 73099, Canadian County. On August 10th, 2017, Trumbly contracted with URC through a sales manager. The contract centralized on the roof and its felt type, tear off squares, layers, ventilation type, and pipe boots. Trumbly paid URC a total of \$12,749.22 through check #338 for \$6,282.41 (dated 02/20/2019), check #2414 for \$3,301.60 (dated 08/09/17), check #3020 for \$1,679.17 (dated 09/28/17), check #3455 for \$1,306.04 (dated 11/16/17), and check #3634 for \$180 (dated 12/08/17), all of which URC deposited in URC's checking account at NBC Bank. On July 18th, 2018, Trumbly signed the Assignment of Insurance Claim to URC, which obligated all of the insurance claim money to URC. Therefore, URC received the last insurance check #0338 of \$6,282.41 dated 02/20/2019. The sales manager ceased his employment with URC, and afterwards, Bobby Smith kept in communication with Trumbly either through text messages or phone calls.

Late June 2019, Smith ceased responding to Trumbly's attempts at communication. URC never started or attempted to start the construction work. This forced Trumbly to take out a loan, and spend an additional, approximate \$9,600 for roof repair, in addition to the \$12,749.22 paid to URC. Bobby and Crystal Smith knew in detail about Trumbly's contract, payments, and lack of work. Bobby Smith confirmed through text messages with Trumbly that the work had not been completed, but he has made no attempts to finish or start the worksite and ceased communication.

6. On May 15th, 2019, your affiant phone interviewed Thomas Pastrano, Community Manager of HVP IV Millennium Owner, LLC, about this handling of a construction contract with URC on behalf of the company, which Bobby Smith personally developed and coordinated before delegating the job to a sales manager. In December 2018, URC completed roof repair on Millennium's two student housing buildings located at 900 East Lindsey Street, Norman, OK 73071, Cleveland County. In total, Millennium paid URC \$80,275.00 through check #109 for \$2,500 (dated 10/24/2018), check #143 for \$18,750 (dated 11/20/2018), and check #159 for \$59,025 (dated 11/26/2018), which URC deposited on 10/29/2018, 11/21/2018, and 12/03/2018, respectively, into their checking account. On February 20th, 2019, Millennium received a pre-lien notice from Crossroads Roofing and Supply Inc. Pastrano called URC, who assured them that everything would be taken care of regarding the lien. On March 5th, 2019, Crossroads Roofing and Supply filed a mechanic's lien on Millennium's student housing, 900 East Lindsey Street, Norman, OK 73071 for \$11,163.99. The lien reflected URC's unpaid bill of roofing materials supplied on December 11th, 2018, for Pastrano's student housing. Pastrano attempted to call and visit URC's office to no avail. On March 26th, 2019, Pastrano received an email from Crystal Smith in response to a Better Business Bureau complaint. The email assured Pastrano that URC cared about their clients, and that the issues are being worked on by URC's attorneys and accountants. This was the last communication between Pastrano and URC. On May 2nd, 2019, Millennium's property manager, Keith Jernigan, sent a letter of demand to URC demanding the lien be removed from the referenced property. The lien remained after the letter of demand, and URC has not made any payments toward the lien. Bobby and Crystal Smith knew in detail about Millennium's contract, payments, and lien placements, and have since avoided Millennium's attempts at communication.
7. On May 7th, 2019, your affiant phone interviewed Chester Weems, resident of 801 Whitetail Trail, Yukon, OK 73099, Canadian County. On October 30th, 2018, Weems contracted with URC for a complete roof replacement on his home, for a contract total of \$43,582.69. In total Weems paid URC \$52,712.29 through check #16216 for \$1,000.00 (dated 10/30/2018), check #16218 for \$20,686.90 (dated 11/02/2018), and check #16251 for \$31,025.39 (dated 01/03/2019), which URC deposited on 10/31/2018, 11/02/2018, and 01/03/2019, respectively, into the URC checking account. When the construction finished, Weems and his wife were satisfied with the work. On February 21st, 2019, Weems received a mechanic's pre-lien notice from Crossroads Roofing and Supply, Inc. The mechanic's pre-lien was in reference to materials supplied to URC, on December 6th, 2018, for Weems' property. Weems attempted to prevent this mechanic's lien, but it was filed on March 5th, 2019, in Canadian Co. for the amount of \$10,203.02. On March 21st, 2019, Weems received an email from Bobby Smith. The email disclosed to Weems that URC was downsizing due to unfortunate circumstances. Smith assured Weems that they knew about the mechanic's lien on his property, and its release was being worked on by URC's attorneys and accountants. URC owes a remaining balance of \$5,222.16 to Crossroads Roofing and Supply, for materials used on Weems' construction, after Weems paid URC a total of \$52,712.29. Bobby and Crystal Smith knew in detail about Weems' contract, payments, and lien placements, and have since avoided Weems' attempts at communication.

8. On October 17th, 2019, your affiant phone interviewed Christine Peters about her roof repair contract with URC on the family's rent house located at 708 East Oak, Noble, OK, 73068, Cleveland County. On May 10th, 2018, Peters contracted with URC through a sales manager, for a total of \$5,732.02. The contract specified the following would be completed: re-shingling, decking, gutters, drip edge, and an ice and water shield. In total, Peters paid URC \$8,785.05. Peters paid URC with two Allstate issued insurance claim checks in the amount of \$1,917.57 (dated 05/04/2018) and \$1,940.54 (dated 11/20/2018), which URC deposited on 5/10/2018 and 12/12/2018, respectively. Additionally, Peters paid URC with personal check #9200 for \$500.00 (dated 12/12/2018), which URC deposited on 12/12/2018. Lastly, on January 5th, 2019, Peters made a payment to URC, through the online service JobNimbus, for \$4,426.94, but URC received \$4,281.08. All of these payments were deposited into URC's checking account. In total, Peters paid URC \$8,785.05. On March 20th, 2019, Crossroads Roofing and Supply Inc., filed a mechanic's lien, in Cleveland County, on Peters' property located at 708 E Oak Street, Noble, OK 73068. The lien totaled \$3,757.94 for roofing materials supplied on December 20th, 2018. Mike Peters, Christine Peters' husband, called URC to inquire about the lien, but URC's number was disconnected. Neither Peters nor her husband have been able to reach URC about the lien, nor has URC made any payments towards the lien of \$3,757.94, after Peters paid URC a total of \$8,785.05. Bobby and Crystal Smith knew in detail about Peters' contract, payments, and lien placements, and have since avoided Peters' attempts at communication.
9. On July 23rd, 2019, you affiant phone interviewed James Hendrix about his roof repair contract with URC on his house in Oklahoma, located at 2333 Eagle Drive, Del City, Oklahoma 73115, Oklahoma County. On January 22nd, 2018, Hendrix contracted with URC for roof repair, a garage door, a storm door, and siding repair. Hendrix paid URC a total of \$12,961.77, through check #1619430750 for \$773.09 (dated 01/26/2018), check #1620126603 for \$3,676.68 (dated 04/13/2018), check #3096 for \$4,256.00 (dated 11/30/2018), and check #759393 for \$4,256.00 (dated 12/07/2018). URC deposited all of these checks into URC's checking account. URC completed the work on Hendrix's property, and Hendrix paid for the work in full. In Oklahoma County, on March 20th, 2019, Crossroads Roofing and Supply Inc. placed a lien of \$1,956.78 on Hendrix's residential property. The mechanic's lien, statement of claim reads that Crossroads placed the lien due to unpaid roofing materials, supplied on December 21st, 2018, for construction work completed by URC at Hendrix's property. URC has not made any payments on this lien of \$1,956.78, after being paid a total of \$12,961.77. Bobby and Crystal Smith knew in detail about Hendrix's contract, payments, and lien placements, and have since avoided Hendrix's attempts at communication.
10. On May 10th, 2019, your affiant phone interviewed Charles McKnight, resident of 904 Ruby Lane, Noble, OK, 73068, Cleveland County. In October of 2017, McKnight signed a contract with URC, for repair of earthquake and water damage to his home. Bobby Smith specially took responsibility for this worksite. McKnight signed the Assignment of Insurance Claim to URC on July 10th, 2018, and proceeded to sign over all of his insurance funds to URC. In total McKnight paid URC \$118,221.38. McKnight paid URC check #473 for \$3,210.00 (dated 11/08/2017), cashier's check #51156 for \$8,018.17 (dated 11/08/2017), check #600 for \$18,260.00 (dated 09/06/2018), check #0022400714 for \$42,733.21 (dated 07/09/2018), check for \$27,000 (dated 01/11/2018), and check #51419 for \$19,000 (dated 01/31/2018). URC deposited all these checks into URC's checking account at NBC Bank.

In June 2018, URC started construction on the house, which displaced McKnight and his wife until they moved back into the house on February 1st, 2019. They were told the house would be habitable

and finished completely within the next two months (April 2019). March 1st, 2019, it was discovered by McKnight that URC constructed an unlevelled kitchen floor and cabinets, which later had to be shimmed because the trim was noticeably unlevel. In March, all work ceased on the house, which was only half done, and no additional work has been attempted or completed by URC. Until the middle of April 2019, McKnight was still in contact with Dusty Smith, Bobby Smith's brother, who was the general supervisor of their house's construction. Dusty Smith told McKnight that URC ceased its operations.

URC left the house without plumbing to connect a dishwasher, nor a shut off valve for the gas. Furthermore, McKnight was unable to cook or use the dishwasher because he did not have any kitchen countertops. McKnight spent an additional \$3,966.08 for granite. Additional out of pocket expenses include, attorney fees, a kitchen faucet with soap dispenser (\$290.78), sundeck (\$5,000), dishwasher hose (\$27.17), island cabinet (\$838.60), patio awning (\$1,650.00), and carpet (\$1,020.21). Since, McKnight has received notice of two liens on his property, M2019-4663, Cleveland County, Crossroads Roofing and Supply, INC, P.O. Box 145888, OKC, OK 73113 for \$2,007.82, filed 04/08/2019, and M2019-7098, Cleveland County, Momentum Electric LLC, P.O. Box 54915, OKC, OK 73154 for \$10,557.02, filed 05/28/2019. URC has not made any payments towards these liens, totaling \$12,584.84, nor has URC finished the work after McKnight paid URC a total of \$118,221.38. McKnight has since paid \$12,792.79 for materials and installments. Bobby and Crystal Smith knew in detail about McKnight's contract, payments, and lien placements, and have since avoided McKnight's attempts at communication.

Your Affiant believes probable cause exists to show that the Defendant committed five (5) counts of **Home Repair Fraud**, five (5) counts of **Embezzlement, Title 21 § 1451**. The undersigned asks that this Court issue a finding of fact that there is probable cause to believe that the above-named Defendant committed these crimes and issue a warrant for the arrest of Crystal Louann Marie Smith.

Further Affiant sayeth not.

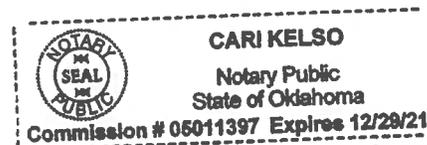
Oklahoma Office of the Attorney General

By: *Barbara Stone*
Barbara Stone, Agent
Consumer Protection Unit

SUBSCRIBED AND SWORN to before me this 3rd day of January 2020.

Cari Kelso
Notary Public

Commission Expires: 12-29-2021
Commission Number: 5011397



FINDING OF PROBABLE CAUSE

On this ____ day of January, 2020, the above-styled and numbered cause came on for hearing before me, the undersigned Judge of the District Court of Oklahoma County, State of Oklahoma, upon the above Affidavit, requesting that a Warrant of Arrest be issued for the within-named Defendant, and that he might be arrested and held to answer for the offenses of Embezzlement, Title 21 § 1451 and Violation of the Consumer Protection Act, Title 15 § 753. Based upon said Affidavit, I am satisfied and do hereby find that there is probable cause to believe that the within-named Defendant has committed said offenses and that a Warrant of Arrest should be issued.

JUDGE OF THE DISTRICT COURT