

services for which they were paid. Defendant did partially reimburse the Stingleys; however, the Stingleys still suffered a loss exceeding \$500.00.

That said practices by the Defendant caused Stingley to be deceived and misled to her detriment and that said practices are immoral, unethical, oppressive, unscrupulous and substantially injurious to consumers and constitute a deceptive and unfair trade practice, contrary to the provisions of the Oklahoma Consumer Protection Act, Section 765.3 of Title 15 of the Oklahoma Statutes, and against the peace and dignity of the State of Oklahoma.

COUNT II:

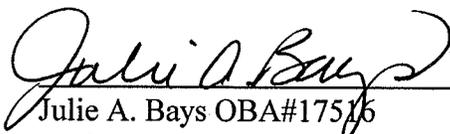
That Defendant, in Cleveland County, State of Oklahoma, on or about August May 14, 2009, at and within the said County and State aforesaid, did then and there unlawfully, willfully, intentionally, knowingly and feloniously commit the crime of **HOME REPAIR FRAUD**.

That on or about May 14, 2009, Charles Clifton (hereafter "Clifton"), of Cleveland County, Oklahoma, entered into a contract with Defendant, who owns, operates, or works for All Pro Construction. Defendant contracted to replace Clifton's roof but did not perform any work causing Clifton to suffer a loss exceeding \$500.00.

That said practices by the Defendant caused Clifton to be deceived and misled to his detriment and that said practices are immoral, unethical, oppressive, unscrupulous and substantially injurious to consumers and constitute a deceptive and unfair trade practice, contrary to the provisions of the Oklahoma Consumer Protection Act, Section 765.3 of Title 15 of the Oklahoma Statutes, and against the peace and dignity of the State of Oklahoma.

I have examined the facts in this case and recommend that a warrant be issued this 3 day of June, 2011.

E. SCOTT PRUITT
ATTORNEY GENERAL

By: 
Julie A. Bays OBA#17516
Assistant Attorney General
313 N.E. 21st Street
Oklahoma City, Oklahoma 73105
Telephone 405-522-3082
Facsimile 405-522-0085

Violation & Penalty

15 O.S. § 765.3

Not exceeding 10 years and/or

Not exceeding \$5,000 fine

Witnesses:

Ray Rupert

OAG Investigator

313 NE 21st St.

Oklahoma City, OK 73105

(405) 522-3079

Kandi L. Stingley

10924 Abbywood

Oklahoma City, OK

Charles H. Clifton

3129 S.W. 128th Street

Oklahoma City, OK

IN THE DISTRICT COURT OF CLEVELAND COUNTY
STATE OF OKLAHOMA

THE STATE OF OKLAHOMA)
)
Plaintiff,)
)
v.)
)
Harold Gene Whitt, Jr.)
White male; Date of Birth: 03/14/1954;)
SS# XXX-XX-6022; FBI# 122377P4)
Address Unknown)
)
Defendant)

Case No. CF-11-805

STATE OF OKLAHOMA } S.S.
CLEVELAND COUNTY }
FILED In The
Office of the Court Clerk
JUN - 6 2011

DOCKET _____ PAGE _____ RECORDED
Rhonda Hall, Court Clerk
DEPUTY

AFFIDAVIT OF PROBABLE CAUSE

I, Ray Rupert, am an Investigator with the State of Oklahoma Office of Attorney General. On approximately September 24, 2009, I was assigned to investigate alleged consumer fraud committed by All-Pro Construction and employee, Harold Gene Whitt, Jr. In the course of this investigation, your Affiant, interviewed numerous witnesses and reviewed various documents pertaining to allegations of Home Repair Fraud. The following information was obtained:

Count One:

In June 2008, Consumer Kandi Stingley contacted All-Pro Construction and spoke with an individual she identified as Harold Whitt. Consumer Stingley requested an estimate be conducted regarding the repair/replacement of a roof at her residence located at 10924 Abbywood Street in Oklahoma City, Cleveland County, Oklahoma. Shortly afterwards, a subject who identified himself as Harold Whitt came to Consumer Stingley's residence and provided her with an estimate for repairs and replacement costs to her roof in the amount of \$13,300.00.

On approximately June 30, 2008, Ms. Stingley agreed to accept All-Pro Construction and Harold Whitt's contract for services. Harold Whitt came to Ms. Stingley's residence again and required a down payment of \$5,000.00 for the initial purchasing of materials and labor costs.

Stingley provided Harold Whitt a personal check for \$5,000.00, made payable to Sarah Whitt, at Harold Whitt's request. Consumer Stingley's payment was cashed on July 1, 2008, with the endorsement signature of Sarah Whitt on the back of the check. Consumer Stingley alleges no work was ever conducted by All Pro-Construction and Harold Whitt. Only \$400.00 worth of materials were delivered to her residence.

Consumer Kandi Stingley alleges she has made numerous contacts to All-Pro Construction in attempts to have the work completed as agreed on; or receive her money back. Stingley has made these requests through Harold Whitt and his brother, co-owner/employee, Lacy Whitt. On September 29, 2008, Lacy Whitt agreed to provide Kandi Stingley a partial refund of \$1,000.00. The check was provided to Ms. Stingley by Harold Whitt. Before cashing, Ms. Stingley contacted the bank in which the check was written and learned the check was not cashable due to insufficient funds.

The consumer made contact with Harold Whitt again on September 30, 2008, regarding the insufficient funded check. Harold Whitt met with Consumer Stingley and provided her with a \$1,000.00 cash payment towards her total refund with promises of paying back the remaining balance to the consumer. Ms. Stingley claims she has made numerous attempts to contact All-Pro Construction/Harold Whitt and Lacy Whitt without success to recover her remaining refund as promised.

On February 3, 2010, Ms. Stingley reviewed a photo line up presented by your Affiant consisting of six photographs. Ms. Stingley selected photograph number #5 and identified this photograph as being Harold Whitt. The selection was initialed and the number circled by Stingley.

Count Two:

On; or about, May 14, 2009, Consumer Charles Clifton entered into a contractual agreement with All-Pro Construction and Harold Whitt to provide roofing and construction repair to his residence located at 3129 S.W. 128th Street in Oklahoma City, Oklahoma, Cleveland County. Mr. Clifton agreed to a proposed estimate of \$13,252.20 for the repairs.

As part of Clifton's agreement with All-Pro Construction and Harold Whitt, Harold Whitt requested a down payment of \$6,655.33 for materials and labor to begin the project. Mr. Clifton agreed and obtained a cashier's check in that amount on May 29, 2009, payable to Sarah Whitt as suggested by Harold Whitt.

Harold Whitt was unavailable to receive the initial down payment and Mr. Clifton was given instructions by Harold Whitt to provide the payment to his brother, Lacy Whitt. On approximately May 29, 2009, Mr. Clifton met with Lacy Whitt and provided the cashier's check as instructed. On May 30, 2009, the cashier's check was cashed at a local bank with the endorsed signature of Sarah Whitt.

Consumer Charles Clifton alleges no materials were ever purchased and delivered to his residence and no work was ever performed by All-Pro Construction, Harold Whitt. Mr. Clifton alleges he made numerous attempts to get All-Pro Construction to either complete the work as promised or to provide him a refund of his money. No work or refund was ever provided.

On approximately September 22, 2009, Charles Clifton filed a small claims suit against All-Pro Construction and Harold Whitt, et al., in Cleveland County District Court SC-2009-3916. Mr. Clifton was awarded a default judgement on October 14, 2009. No judgement funds have been received from All-Pro Construction and Harold Whitt.

On December 12, 2009, your Affiant presented a six person photo lineup for viewing to Charles Clifton. Mr. Clifton selected photograph number #5 as being the person whom he entered into a contractual agreement to repair his home and provided payment for those repairs and materials. He identified the photograph as being Harold Whitt.

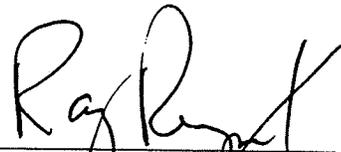
On this same date a second set of six photographs were shown to Mr. Clifton. Mr. Clifton selected photograph number #4 and advised this was the person known to him as Lacy Whitt. Clifton stated this was the person he provided the \$6,655.33 cashier's check to for a down payment to have All-Pro Construction to perform work at his residence. Clifton stated he was almost 100% sure of his identification.

Mr. Clifton circled his selection choices on both sets of photo lineups and made note of the date above the selected photographs.

Based on my investigation, the information received and the pattern of conduct displayed by All-Pro Construction and Defendant Harold Gene Whitt, Jr., I believe probable cause exists that the Defendant, willfully, knowingly, intentionally and fraudulently committed two (2) felony violations of Home Repair Fraud, Title 15 O.S., §765.3 of the Oklahoma Consumer Protection Act, Title 15 O.S., §753.17.

Additionally, Harold Gene Whitt, Jr., has four felony convictions. On June 6, 1986, Harold Gene Whitt, Jr., pled guilty to Concealing Stolen Property in Oklahoma County, Oklahoma under CRF-86-2893 and received a five year suspended sentence. April 4, 1998, Harold Gene Whitt, Jr., pled guilty to Embezzlement by Trustee in Canadian County, Oklahoma under CRF-90-397, and received a five year suspended sentence. December 2, 1991, Harold Gene Whitt, Jr., pled guilty to Count One of Concealing Stolen Property and Count 2 of False Declaration of Ownership to a Pawn Broker in Oklahoma County, Oklahoma under CF 90-1928 and received a five year suspended sentence.

Your Affiant requests a Warrant of Arrest be issued for Harold Gene Whitt, Jr., for two (2) felony counts of Home Repair Fraud, Title 15 O.S., §765.3 of the Oklahoma Consumer Protection Act, Title 15 O.S., §753.17, After Former Conviction of a Felony.



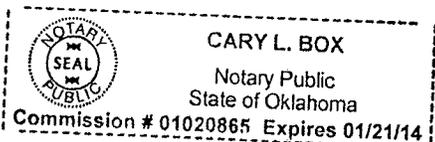
Ray Rupert, Affiant

STATE OF OKLAHOMA)
)
COUNTY OF CLEVELAND)

ss.

Subscribed and sworn to before me this 6 day of June, 2011, by Ray Rupert.

Cary L. Box
Notary Public



(SEAL)

My Commission Expires: 1-21-14