

IN THE DISTRICT COURT OF OKLAHOMA 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 )

**CF-2011-3127**

Case No. \_\_\_\_\_

FILED IN THE DISTRICT COURT  
OKLAHOMA COUNTY, OKLA.

JUN 06 2011

PATRICIA PRESLEY, COURT CLERK

by \_\_\_\_\_  
DEPUTY *D Jones*

**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 the allegations of Home Repair Fraud. The following information was obtained:

**Count One:**

On; or about, July 31, 2008, Consumers Breck and Patricia Stogsdill entered into a contractual agreement with All-Pro Construction and Harold Whitt for the repair and/or replacement of the roofs on two of their rental homes located at 9505 S.E. 15<sup>th</sup> and 2432 Grapevine Drive in Midwest City, Oklahoma, Oklahoma County. The estimated total costs were noted at \$16,477.95.

The Stogsdills claim Harold Whitt required a down payment of each of the homes in the amounts of \$1,712.00 for 9505 S.E. 15<sup>th</sup> and \$2,420.00 for 2432 Grapevine Drive. The Stogsdill's provided two personal checks for those amounts on August 5, 2008, and made the checks payable to Lacy Whitt at Harold Whitt's request. The checks were cashed on August 6, 2008, and endorsed by a Lacy Whitt. The endorsement side of the check bears numerous identifiers for Lacy G. Whitt.

According to the Stogsdills, no roofing materials were ever purchased for either address by All-Pro Construction and little work was conducted on either home. The Stogsdills have made numerous attempts in excess of two years to have All-Pro Construction complete the work they agreed to do; or provide a refund in the amounts paid. No refunds provided and no work completed to the satisfaction of the Stogsdills.

On January 5, 2010, your Affiant provided Breck Stogsdill with two separate photo line ups consisting of six photographs each. Each photo line up was shown separately. Consumer Stogsdill selected photograph # 5 in the first photo line commenting he believed this photograph to be Harold Whitt. In the second photo lineup, Breck Stogsdill selected photograph #4 and commented he believed this photograph to be Lacy Whitt. Both selections were circled, dated and initialed by Mr. Stogsdill. Consumer Stogsdill stated he was 70% sure of his selections.

**Count Two:**

On; or about, November 13, 2008, and December 12, 2008, Juanita Foresee and her son, Jim Gibson, entered into contractual and verbal agreements with All-Pro Construction to conduct repairs and/or construction work to Juanita Foresee's home and outbuildings located at 10220 S.E. 10<sup>th</sup> Street Midwest City, Oklahoma, Oklahoma County. The proposal estimate of costs was \$9,829.83. Ms. Foresee signed the agreed proposals on two different dates.

On December 12, 2008, as requested by All-Pro Construction and Harold Whitt, Ms. Foresee agreed to provide a down payment in the amount of \$5,500.00 to purchase materials and labor costs. A second payment was requested by All-Pro Construction and Harold Whitt on January 9, 2009, for additional materials and labor costs. Ms. Foresee made both personal checks payable to Sarah Whitt at Harold Whitt's request and both checks were presented to Harold Whitt for payment. Both checks were cashed by a person using the identification of Sarah Whitt. Sarah Whitt is Harold Whitt's wife.

Consumer Jim Gibson, who is his mother's care taker and handles Ms. Foresee's affairs, stated most of the roofing work was completed to Ms. Foresee's residence. Mr. Gibson stated he did not believe other outbuildings were completely repaired, the materials used in the repair were not of the quality he believed his mother paid for; or the workmanship was not adequate in Mr. Gibson's mind. Mr. Gibson estimated the work completed by All-Pro Construction and Harold Whitt was less than 75% of what was agreed to. Mr. Gibson claims he has made numerous attempts and personal contacts with All-Pro Construction, Harold Whitt and his brother, Lacy Whitt, in efforts to have the work completed as agreed on. Lacy Whitt participated in some of the repairs to the outbuildings on Ms. Foresee's property.

On February 10, 2010, your Affiant provided Jim Gibson with two separate photo lineups consisting of six photographs each. Each photo line up was shown separately. Mr. Gibson selected photograph # 5 in the first photo line up commenting he believed this photograph to be Harold Whitt. In the second photo lineup, Breck Stogsdill selected photograph #4 and commented he believed this photograph to be Lacy Whitt. Both selections were initialed and the number selected circled by Mr. Gibson.

**Count Three:**

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On; or about, November 18, 2008, Consumer Floyd Johnson entered into a contractual agreement with All-Pro Construction and Harold Whitt to complete roofing and construction repairs to his home located at 1124 Carver Dale Drive in Oklahoma City, Oklahoma, Oklahoma County. The amount of estimated repairs was listed as \$8,915.68. Mr. Johnson accepted a proposal from All-Pro Construction and Harold Whitt and signed a contract proposal. As part of their agreement, Mr. Johnson alleges Harold Whitt required a down payment of \$2,400.00 for material purchase and labor costs.

Consumer Johnson provided All-Pro Construction and Harold Whitt a personal check in the amount requested. Mr. Johnson advised Harold Whitt requested the check be made payable to Sarah Whitt and identified Sarah Whitt as his wife. Mr. Johnson's check was cashed on the same date. The endorsement signature notes Sarah Whitt.

Consumer Floyd Johnson advised no one from All-Pro Construction ever worked on his home; nor had any materials delivered to his home. Mr. Johnson claims he has made several requests for All-Pro Construction to complete the work as agreed or return his money. Neither request has been met by All-Pro Construction.

On approximately February 27, 2009, Floyd Johnson filed small claims action against All-Pro Construction, et al, under Oklahoma County District Court Case Number SC-2009-3884. Parties to this small claims action were properly served and a court date hearing of April 6, 2009, was held. Lacy Whitt appeared on behalf of All-Pro Construction. Testimony was given and judgement was awarded to Mr. Johnson in the amount of \$2,400.00, plus attorney fees and processing fees.

On January 12, 2010, Lacy Whitt was interviewed, out of custody, by your Affiant. Lacy Whitt was specifically asked during the interview if he knew of any customers who had paid Harold Whitt money for construction repairs and material purchases and neither were completed. Lacy Whitt stated one of the customers was Floyd Johnson.

On December 22, 2009, Mr. Johnson was presented a six person photo lineup for viewing. Johnson selected photograph number #5 as being the person whom he entered into a contractual agreement to repair his home and provided payment to for those repairs and materials. He identified the photograph as being Harold Whitt and stated he was almost 100% sure of his selection.

**Count Four:**

Consumer Johnny Ligon entered into a contractual agreement with All-Pro Construction on approximately April 15, 2009. All-Pro Construction and Harold Whitt provided Mr. Ligon with a estimate of cost proposal for roofing repair and construction to his home at 6900 Morava Street in Wheatland, Oklahoma, Oklahoma County. Mr. Ligon accepted the terms of the proposal, noting the estimate cost of completion was listed at \$11,417.24.

**Count Four/Ligon, continued.**

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At Harold Whitt's request, Mr. Ligon provided Whitt a down payment of \$4,865.04 on May 5, 2009, by personal check. Harold Whitt requested Mr. Ligon make the check payable to Lacy Whitt, his brother and partner. The balance due would be paid upon completion of the repairs to Mr. Ligon's residence and work shop.

Mr. Ligon's check was cashed on May 6, 2009, and was endorsed by Lacy Whitt. The endorsement side of the check also included several identifiers of Lacy Whitt.

After a considerable time period passed and no work was started on Mr. Ligon's residence, the consumer made several telephone contacts with All-Pro Construction to try and determine when they were going to begin repairs to his home. Mr. Ligon states he only received numerous excuses for the delays. No work was ever performed and no materials were ever purchased and delivered to his residence by All-Pro Construction.

After several months of delays and still no repairs made, Mr. Ligon contacted Harold Whitt cancelling their agreement and demanded a refund. Ligon claims Harold Whitt agreed to provide a refund, no refund was ever provided.

On December 22, 2009, Mr. Ligon was presented a six person photo lineup for viewing. Ligon selected photograph number #5 as being the person whom he entered into a contractual agreement to repair his home and provided payment to for those repairs and materials. He identified the photograph as being Harold Whitt and stated he was almost 99.9% sure of his selection.

On January 12, 2010, Lacy Whitt was interviewed, out of custody, by your Affiant. Lacy Whitt was shown the personal check Mr. Ligon paid Harold Whitt for the down payment of the work to be performed on his residence. The check was made payable to Lacy Whitt and was endorsed on the reversed side by Lacy Whitt. Lacy Whitt acknowledge that the signature on the back of the check and the personal information was his.

**Count Five:**

During the month of September 2009, Consumer Pauline Smith was contacted by All-Pro Construction and Harold Whitt, as Harold Whitt was seeking out customers who needed various home repairs due to considerable weather damage in their areas.

Consumer Smith advised a subject who identified himself as Harold Whitt approached her at her residence at 1918 N.E. 44<sup>th</sup> Street Oklahoma City, Oklahoma County, Oklahoma, and asked if he could put an advertising sign in her yard. Ms. Smith declined; however, at some point Harold Whitt re-contacted Ms. Smith and discussed some possible storm damage to her roof.

On approximately September 15, 2009, Ms. Smith allowed All-Pro Construction and Harold Whitt to inspect her roof and to provide her an proposal contract for Harold Whitt to represent Ms. Smith with her insurance company.

Ms. Smith claims there was no mention of any type of payment at this time. Ms. Smith's son, Hiram Smith, was present during the inspection. Ms. Smith stated she agreed to the proposal and signed the repair proposal with All-Pro Construction and Harold Whitt. Harold Whitt also signed the proposal.

Harold Whitt left Ms. Smith's residence, only to return a short time later requesting a down payment from Ms. Smith in the amount of \$4,216.00. Ms. Smith was told this was for the purchase of materials and labor costs. Pauline Smith issued a check in the requested amount and made the check payable to Sarah Whitt, at Harold Whitt's suggestion. Ms. Smith's check was cashed on September 16, 2009, and endorsed by a Sarah Whitt.

No work was ever performed on Ms. Smith's residence, no contact was made by All-Pro Construction after the down payment was provided and no materials were ever delivered to Ms. Smith's property.

On December 22, 2009, a six person photo lineup was presented to Ms. Smith for viewing. Ms. Smith selected photograph number #5 and believed this to be Harold Whitt. Ms. Smith was not 100% sure of her selection. Ms. Smith initialed and dated the photograph.

Hiram Smith was also shown a similar photo lineup on this same date. Mr. Smith could not identify Harold Whitt from the line up photographs.

**Count Six:**

On; or about April 9, 2010, Consumer Karl Howes was contacted by All-Pro Construction and Harold Whitt regarding roof repairs to Mr. Howes' residence located at 911 South Holly Drive in Midwest City, Oklahoma, Oklahoma County. Mr. Howes stated Harold Whitt inspected his roof for needed repairs and provided him with a written proposal estimate in the amount of \$5,386.22 to make those repairs. Mr. Howes did not sign the proposal, but agreed to supply Harold Whitt a down payment check of \$1,900.00 to purchase materials and provide labor for the project. Harold Whitt requested Mr. Howes make the check out to his wife, Sarah Whitt.

Consumer Howes issued the personal check on the same date in the amount requested and payable to Sarah Whitt. No starting date for the work to begin was provided to Mr. Howes. Mr. Howes' check was cashed the following day at his bank in Midwest City. The reverse side of the check is endorsed by a Sarah Whitt.

No materials were ever purchased and no work conducted at Mr. Howes' residence. Karl Howes and his wife have tried unsuccessfully to contact Harold Whitt in efforts to have the work performed as agreed; or to obtain a refund.

On June 11, 2010, Paula Howes, wife of Karl Howes, went to the Midwest City Police Department to report the occurrence of this incident.

Ms. Howes spoke with Midwest City Police Sergeant Wayne Embrey and advised him of the circumstances. In addition, Howes provided Sergeant Embrey with the telephone number of All-Pro Construction and Harold Whitt. Sergeant Embrey contacted the number and left a telephone number for re-contact. Shortly afterwards, a person who identified themselves as Harold Whitt called Sergeant Embrey.

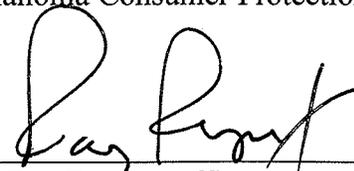
Sergeant Embrey explained the circumstances to the caller who identified himself as Harold Whitt and the caller denied any wrong doing saying Ms. Howes was difficult to deal with. The caller advised Sergeant Embrey if Ms. Howes was not satisfied with his services, he would refund her money. The caller stated he would repay Ms. Howes on June 18, 2006. Ms. Howes never received her refund.

On July 1, 2010, your Affiant met with Karl Howes and his wife, Paula Howes, at their residence for the purpose of showing the couple a six person photo lineup for the possible identification of Harold Whitt. Both parties were shown the line ups independently and could not identify the photograph of Harold Whitt.

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 six (6) 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 six (6) 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

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SS.

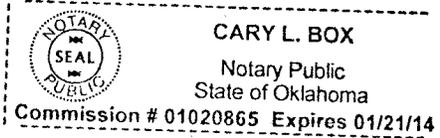
COUNTY OF OKLAHOMA

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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

IN THE DISTRICT COURT OF OKLAHOMA COUNTY  
STATE OF OKLAHOMA

STATE OF OKLAHOMA,  
PLAINTIFF,

vs.

HAROLD WHITT,

Address Unknown  
FBI NO: 122377P4  
SSN: xxx-xx-6022  
DOB: 03/14/1954

DEFENDANT.

FELONY INFORMATION  
NO. CF-

**CF-2011-3127**

FILED IN THE DISTRICT COURT  
OKLAHOMA COUNTY, OKLA.

JUN 06 2011

PATRICIA PRESLEY, COURT CLERK

by

DEPUTY

*S Jones*

INFORMATION

**COUNT I:**

**VIOLATING THE OKLAHOMA CONSUMER PROTECTION ACT  
15 O.S. § 765.3 (FELONY)**

**COUNT II:**

**VIOLATING THE OKLAHOMA CONSUMER PROTECTION ACT  
15 O.S. § 765.3 (FELONY)**

**COUNT III:**

**VIOLATING THE OKLAHOMA CONSUMER PROTECTION ACT  
15 O.S. § 765.3 (FELONY)**

**COUNT IV:**

**VIOLATING THE OKLAHOMA CONSUMER PROTECTION ACT  
15 O.S. § 765.3 (FELONY)**

**COUNT V:**

**VIOLATING THE OKLAHOMA CONSUMER PROTECTION ACT  
15 O.S. § 765.3 (FELONY)**

**COUNT VI:**

**VIOLATING THE OKLAHOMA CONSUMER PROTECTION ACT  
15 O.S. § 765.3 (FELONY)**

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

Comes Now E. SCOTT PRUITT, the duly elected, qualified and acting ATTORNEY GENERAL in and for the State of Oklahoma, on his official oath informs the District Court:

**COUNT I:**

That **Harold Whitt**, (“Defendant”), in Oklahoma County, State of Oklahoma, on or about June 9, 2008, 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 August 5, 2008 Breck and Patricia Stogdill (hereafter “Stogdills”), of Choctaw, Oklahoma, entered into a contract with Defendant, who owns, operates, or works for All Pro Construction. Defendant contracted to replace roofs on multiple residences, but did not perform any work on two (2) separate locations, causing the Stogdills to suffer loss exceeding \$500.00.

That said practices by the Defendant caused the Stogdills to be deceived and misled to their 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 Oklahoma County, State of Oklahoma, on or about November 13, 2008, 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 December 12, 2008 Juanita Foresee (hereafter “Foresee”), of Midwest City, Oklahoma, entered into a contract with Defendant, who owns, operates, or works for All Pro Construction. Foresee paid Defendant to replace the roof on her home, a storage shed, and barn. However, Defendant failed to provide the services for which he was paid, causing Foresee to suffer losses exceeding \$500.00.

That said practices by the Defendant caused Foresee 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 III:**

That Defendant, in Oklahoma County, State of Oklahoma, on or about November 24, 2008, 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 November 24, 2008 Floyd Johnson (hereafter "Johnson"), of Oklahoma City, Oklahoma, entered into a contract with Defendant, who owns, operates, or works for All Pro Construction. Johnson paid Defendant \$2,400 as a down payment, but Defendant failed to provide any materials or repair Johnson's roof, causing Johnson to suffer losses exceeding \$500.00.

That said practices by the Defendant caused Johnson 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.

**COUNT IV:**

That Defendant, in Oklahoma County, State of Oklahoma, on or about April 1, 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 April 1, 2009 Johnny O. Ligon (hereafter "Ligon"), of Wheatland, Oklahoma, entered into a contract with Defendant, who owns, operates, or works for All Pro Construction. That on or about May 7, 2009, Ligon paid Defendant to repair the roof on his home; however, Defendant failed to provide any roofing materials or repair Ligon's roof, causing Ligon to suffer losses exceeding \$500.00.

That said practices by the Defendant caused Ligon 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.

**COUNT V:**

That Defendant, in Oklahoma County, State of Oklahoma, on or about September 15, 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 September 15, 2009 Pauline Smith (hereafter "Smith"), of Oklahoma City, Oklahoma, entered into a contract with Defendant, who owns, operates, or works for All Pro

Construction. That on September 15, 2009, Smith paid Defendant to repair the roof on her home; however, Defendant failed to provide any roofing materials or repair Smith's roof, causing her to suffer losses exceeding \$500.00.

That said practices by the Defendant caused Smith 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 VI:**

That Defendant, in Oklahoma County, State of Oklahoma, on or about April 9, 2010, 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**.

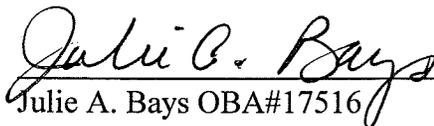
That on or about April 9, 2010 Karl and Paula Howes (hereafter "Howes"), of Midwest City, Oklahoma, entered into a contract with Defendant, who owns, operates, or works for All Pro Construction. That on April 9, 2010, the Howes paid Defendant to repair the roof on their home; however, Defendant failed to provide any roofing materials or repair the Howes's roof, causing them to suffer losses exceeding \$500.00.

That said practices by the Defendant caused the Howes to be deceived and misled to their 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. 21<sup>st</sup> 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 21<sup>st</sup> St.  
Oklahoma City, OK 73105  
(405) 522-3079

Justin & Elizabeth Wood  
P.O. Box 50619  
Midwest City, OK

Breck & Patricia Stogsdill  
15728 Kent Drive  
Choctaw, OK

Jim Gibson  
17729 S.E. 119<sup>th</sup>  
Newalla, OK

Juanita Foresee  
10220 S.E. 10<sup>th</sup>  
Midwest City, OK

Floyd Johnson  
1124 Carverdale Dr.  
Oklahoma City, OK

Lois Malone  
3509 Vickie Drive  
Del City, OK

Johnny O. Ligon  
6900 Morava St.  
Wheatland, OK

Pauline Smith  
1918 N.E. 44<sup>th</sup> St.  
Oklahoma City, OK

Karl & Paula Howes  
911 S. Holly Drive  
Midwest City, OK

Cytha Simpson  
36902 Old Hwy. 270  
Shawnee, OK 74804