



As alleged in Counts II-VII, the Defendant engaged in a pattern of embezzlement as part of the same plan, scheme or adventure and, in the case of Counts IV through VII, in sequence not separated by an interval of more than 30 days. Said practices are contrary to the provisions of Section 425 of Title 21 of the Oklahoma Statutes and against the peace and dignity of the State of Oklahoma. Venue is proper in Oklahoma County pursuant Section 125.1 of Title 22 of the Oklahoma Statutes as at least one of the Counts alleged as part of the pattern occurred in this County;

### COUNT II:

Gary Robert Oester, dba Indigo Custom Pools, on or about April 5, 2011, in Oklahoma County, State of Oklahoma, did unlawfully, willfully, fraudulently and feloniously commit the crime of **EMBEZZLEMENT 21 O.S. § 1451** to wit:

On or about March 28, 2011, the Defendant (dba Indigo Custom Pools) entered into a contract with Tom Torossian to construct an in-ground swimming pool at 10517 Condor Terrace, Oklahoma City, Oklahoma County, State of Oklahoma for \$15,500.00. On or about April 5, 2011 the Defendant requested from Mr. Torossian the second installment payment of \$6,975.00 for the purchase of certain pool equipment and/or materials. On or about April 5, 2011 Mr. Torossian paid to the Defendant \$6,975.00 by check, which funds were entrusted to the care and custody of the Defendant to be used for equipment and/or materials for the contracted-for pool project. After receiving said money the Defendant did unlawfully, willfully, fraudulently and feloniously embezzle, convert and appropriate it for a purpose not intended or authorized by Tom Torossian;

Said 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 III:

Gary Robert Oester, dba Indigo Custom Pools, on or about May 20, 2011, in Oklahoma County, State of Oklahoma, did unlawfully, willfully, fraudulently and feloniously commit the crime of **EMBEZZLEMENT 21 O.S. § 1451** to wit:

On or about May 20, 2011, the Defendant (dba Indigo Custom Pools) entered into a contract with Joy Uhr to make certain repairs and improvements to an in-ground swimming pool at her home at 2401 Sequoia Park Drive, Yukon, Canadian County, State of Oklahoma for \$6,020.00. On or about May 20, 2011 the Defendant requested from Ms. Uhr a down payment of \$3,020.00 for the purchase of certain pool equipment and/or materials. On or about May 20, 2011, while at the Defendant's office in Oklahoma County, Ms. Uhr paid to the Defendant \$3,020.00 by check, which funds were entrusted to the care and custody of the Defendant to be used for equipment and/or materials for the contracted-for pool project. After receiving said money the Defendant did unlawfully, willfully, fraudulently and feloniously embezzle, convert and appropriate it for a purpose not intended or authorized by Joy Uhr;

Said 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 IV:**

Gary Robert Oester, dba Indigo Custom Pools, on or about June 16, 2011, in Oklahoma County, State of Oklahoma, did unlawfully, willfully, fraudulently and feloniously commit the crime of **EMBEZZLEMENT 21 O.S. § 1451** to wit:

On or about March 17, 2011, the Defendant (dba Indigo Custom Pools) entered into a contract with Marc Volkmer to construct an in-ground swimming pool at his home at 12855 Twin Pines Lane, Choctaw, Oklahoma County, State of Oklahoma for \$22,988.00. On or about June 15, 2011 the Defendant requested from Mr. Volkmer the third installment payment of \$4,597.00 for the purchase of certain pool equipment and/or materials. On or about June 16, 2011 Mr. Volkmer paid to the Defendant \$4,597.00 in cash, which funds were entrusted to the care and custody of the Defendant to be used for equipment and/or materials for the contracted-for pool project. After receiving said money the Defendant did unlawfully, willfully, fraudulently and feloniously embezzle, convert and appropriate it for a purpose not intended or authorized by Marc Volkmer;

Said 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 V:**

Gary Robert Oester, dba Indigo Custom Pools, on or about June 20, 2011, in Cleveland County, State of Oklahoma, did unlawfully, willfully, fraudulently and feloniously commit the crime of **EMBEZZLEMENT 21 O.S. § 1451** to wit:

On or about June 4, 2011, the Defendant (dba Indigo Custom Pools) entered into a contract with Lisa Dennison and Brad Casper to construct an in-ground swimming pool at their home at 6501 SE 157<sup>th</sup> Place, Oklahoma City, Cleveland County, State of Oklahoma for \$32,366.00. On or about June 17, 2011 the Defendant requested from Ms. Dennison and Mr. Casper the second installment payment of \$18,000.00 for the purchase of certain pool equipment and/or materials. On or about June 20, 2011 Ms. Dennison paid to the Defendant \$18,000.00 by check, which funds were entrusted to the care and custody of the Defendant to be used for equipment and/or materials for the contracted-for pool project. After receiving said money the Defendant did unlawfully, willfully, fraudulently and feloniously embezzle, convert and appropriate it for a purpose not intended or authorized by Lisa Dennison and/or Brad Casper;

Said 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 VI:**

Gary Robert Oester, dba Indigo Custom Pools, on or about June 23, 2011, in Cleveland County, State of Oklahoma, did unlawfully, willfully, fraudulently and feloniously commit the crime of **EMBEZZLEMENT 21 O.S. § 1451** to wit:

On or about June 3, 2011, the Defendant (dba Indigo Custom Pools) entered into a contract with Alex and Sheila Brown to construct an in-ground swimming pool at their home at 15800

Sterling Canyon Drive, Oklahoma City, Cleveland County, State of Oklahoma for \$26,370.00. On or about June 20, 2011 the Defendant requested from the Browns the second installment payment of \$11,866.50 for purchase of certain pool equipment and/or materials. On or about June 23, 2011 Mr. Brown paid to the Defendant \$11,866.50 by check, which funds were entrusted to the care and custody of the Defendant to be used for equipment and/or materials for the contracted-for pool project. After receiving said money the Defendant did unlawfully, willfully, fraudulently and feloniously embezzle, convert and appropriate it for a purpose not intended or authorized by Alex and Sheila Brown. After agreeing to repay the full amount embezzled, converted and appropriated, the Defendant returned only \$3,000 to Alex and Sheila Brown;

Said 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;

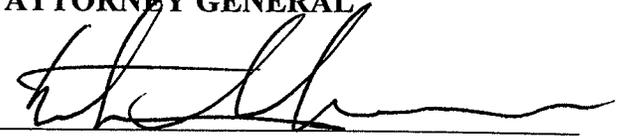
**COUNT VII:**

Gary Robert Oester, dba Indigo Custom Pools, on or about July 2, 2011, in Oklahoma County, State of Oklahoma, did unlawfully, willfully, fraudulently and feloniously commit the crime of **EMBEZZLEMENT 21 O.S. § 1451** to wit:

On or about June 22, 2011, the Defendant (dba Indigo Custom Pools) entered into a contract with Toni Tanner-Brackenridge to construct an in-ground swimming pool at her home at 16827 SE 23<sup>rd</sup> Street, Choctaw, Oklahoma County, State of Oklahoma for \$29,648.00. On or about July 2, 2011 the Defendant requested from Ms. Tanner-Brackenridge the second installment payment of \$13,340.00 for the purchase of certain pool equipment and/or materials. On or about July 2, 2011 Ms. Tanner-Brackenridge paid to the Defendant \$13,340.00 by check, which funds were entrusted to the care and custody of the Defendant to be used for equipment and/or materials for the contracted-for pool project. After receiving said money the Defendant did unlawfully, willfully, fraudulently and feloniously embezzle, convert and appropriate it for a purpose not intended or authorized by Toni Tanner-Brackenridge;

Said 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;

**E. SCOTT PRUITT**  
**ATTORNEY GENERAL**

By: 

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Assistant Attorney General  
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Oklahoma City, Oklahoma 73105  
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**Violation & Penalty**

**21 O.S. § 425**

Not more than 2 years and/or

Not more than \$25,000 fine

**21 O.S. § 1451**

Not more than 5 years and/or

Not more than \$5,000 fine

**Witnesses Endorsed for the State of Oklahoma**

Torossian, Tom and Margaret

7401 NW 107<sup>th</sup> Street

Oklahoma City, OK 73162

Uhr, Joy

2401 Sequoia Park Drive

Yukon, OK 73099

Volkmer, Marc and Christie

12855 Twin Pines Lane

Choctaw, OK 73020

Dennison, Lisa

6501 SE 157<sup>th</sup> Place

Oklahoma City, OK 73165

Casper, Brad

6501 SE 157<sup>th</sup> Place

Oklahoma City, OK 73165

Brown, Alex and Sheila

15800 Sterling Canyon Drive

Oklahoma City, OK 73165

Tanner-Brackenridge, Toni

16827 SE 23<sup>rd</sup> Street

Choctaw, OK 73020

Prykryl, Daniel

Investigator, OAG/PPU

313 NE 21<sup>st</sup> Street

Oklahoma City, OK 73015