

STATE OF OKLAHOMA
IN THE DISTRICT COURT OF CLEVELAND COUNTY
STATE OF OKLAHOMA

FILED
AUG 25 2022
In the office of the
Court Clerk MARILYN WILLIAMS
Case No. CF-2022- 995

STATE OF OKLAHOMA,

Plaintiff,

vs.

DELBERT EARLEY MIDDLETON III
a/k/a TREY MIDDLETON,

W/M, DOB: November 9, 1975
SSN: xxx-xx-9652

Defendant.

COUNTY OF CLEVELAND)

) ss.

STATE OF OKLAHOMA)

AFFIDAVIT OF PROBABLE CAUSE

I, Joshua Lacy, do attest that the following is true and factual to the best of my knowledge with regard to the following information. This Affidavit does not include each and every fact known to the government, but only those facts necessary to support a finding of probable cause. I am currently employed as an Agent for the State of Oklahoma, Office of the Attorney General, assigned to the Consumer Protection Unit.

In January 2022, your Affiant was assigned to investigate a complaint against the Defendant, Delbert Earley Middleton, III ("Defendant"), dba 10 Roofing and Construction, Inc., for embezzlement. The Office of Attorney General, Consumer Protection Unit, received complaints from citizens who alleged they paid the Defendant to complete home builds, but the jobs were never finished. In the course of the investigation, your Affiant contacted consumers, conducted interviews, reviewed law enforcement reports, reviewed various documents, and reviewed subpoena documentation pertaining to the allegations against the Defendant dba 10 Roofing and Construction Inc. Your Affiant learned the following:

1. Jason and Amber Teague entered into an agreement with the Defendant, dba 10 Roofing and Construction Inc., on January 21st, 2021. The agreement was to build a home at 35125 Hwy 99A, Earlsboro, Seminole County, OK. The Defendant estimated the completed project would cost (\$198,500). The Teagues provided several checks for the project. On January 21st, 2021, the Teagues provided BancFirst check (199), written for (\$1,000) from their personal account. The memo portion of the check indicated it was for the contract to build. On July 8th, 2021, the Teagues provided BancFirst check (1001), written for (\$27,000). On July 29th, 2021, the Teagues provided BancFirst check (1002), written for (\$43,000). On August 18th, 2021, the Teagues provided BancFirst check (1003), written for (\$20,000). On September 9th, 2021, the Teagues provided BancFirst check (1004), written for (\$30,000). The initial check was deposited at the Oklahoma City branch of the Defendant's bank, Great Plains Bank, 305 W Memorial Rd, Oklahoma City, Oklahoma County, OK. The additional (4) checks were deposited at the Moore branch of the Defendant's bank, Great Plains Bank, 2850 S. Telephone Rd, Moore, Cleveland County, OK. Between January and September of 2021, the Teagues

paid approximately (\$121,000) of the (\$198,500) to the Defendant for the project which was never completed.

The exterior of the Teagues' residence was completed but lacked most interior work such as flooring, trim, and cabinets. Work on the project ceased in October 2021 as sub-contractors had not been paid by the Defendant for completed work. The Defendant advised the Teagues he made a series of bad business decisions and intended to file bankruptcy. Mechanical liens were filed against the Teagues' property by (3) different sub-contractors associated with the build, to total (\$38,098.59).

2. Brock and Krista Baker entered into an agreement with the Defendant, dba 10 Roofing and Construction Inc, on February 23rd, 2021. The agreement was to build a home at 1110 S Czech Hall Rd, Tuttle, Grady County, OK. The Bakers met with the Defendant at Countryside Realty, 1832 Veterans Memorial Hwy, Blanchard, McClain County, OK, to discuss details of the project. The complete project was quoted as (\$279,000). On March 4th, 2021, the Bakers provided payment for a deposit. The check was a written check from their personal account, Tinker Federal Credit Union Check (259), written for (\$2,000), to the Defendant. They mailed the check from their residence in Cleveland County via USPS to the Defendant at his residence of 9113 SW 25th St, Oklahoma City, Canadian County, OK. The check was processed at Great Plains' Tuttle Branch, 5002 E OK-37, Tuttle, Grady County, OK. On June 10th, 2021, the Bakers met with the Defendant at Great Plains National Bank, 5002 E OK-37, Tuttle, Grady County, OK, to sign the written agreement.

After the initial check, the Bakers utilized a First United Bank and Trust, web based, financial portal to transfer the remaining cost during the build process. The funds were electronically transferred from First United Bank to the Defendant's business account. The Defendant's access to this account was confirmed from your Affiant's review of the account's Disbursement Authorization naming the Defendant's business, 10 Roofing and Construction, Inc. The signature found on the Authorization matches that of the Defendant's signature. The Disbursement Authorization form listed "Account Name: 10 Roofing and Construction Inc, Bank Name: Great Plains Bank, Routing Number: XXXXX3985, Account Number: XXXXXX2155." The Defendant's financial records indicate "IC WIRE BROCK BAKER" for the amount of (\$16,000) on July 30th, 2021. The financial records show Baker's electronic transfer of (\$55,000) on September 9th, 2021, and (\$48,000) on October 22nd, 2021.

The Bakers were informed by the Defendant's employee, Tate Spreacker, that the Defendant "left town" and none of the sub-contractors for the project had been paid. The Defendant later notified the Bakers by telephone he had relocated to Las Vegas, Nevada. The Defendant advised the Bakers he was unsure how to resolve the financial situation and apologized for the incident. The Defendant advised the Bakers he would attempt to "work something out" and that he was seeking to file bankruptcy with 10 Roofing and Construction.

Between March and October 2021, the Bakers paid approximately (\$121,000) of the (\$279,000) to the Defendant for the project which was never completed. These funds were deposited into the Defendant's bank account with Great Plains Bank. Dirt work, framing, and concrete foundation had been completed at the time work stopped. The roof of the residence was in place and shingled. The "rough in" plumbing and electrical work had been started but not completed. The Bakers were informed TH Roger's Lumber Co, Concrete Partners, ABC Roofing & Supply, J. Hernandez Roofing, HR Renovations LLC, and Barlow Building Services were hired by Defendant and had performed work on the project. Each of these sub-

contractors advised the Bakers they had not received payment from Defendant for the work completed. The Bakers did not receive notice of any mechanical liens against their property.

3. Craig and Sydney Robinson entered into an agreement with the Defendant, dba 10 Roofing and Construction, Inc., on May 18th, 2021. The Robinsons met the Defendant at 44901 Nan Katherine Ln, Shawnee, Pottawatomie County, OK. The agreement was to build a home at 20115 S Rock Creek Rd, Tecumseh, Pottawatomie County, OK. The parties agreed the cost of the build would total (\$432,000). On June 2nd, 2021, the Robinsons provided a written check from their personal bank account, First United Bank and Trust Check (1001), written for (\$60,000), to 10 Roofing and Construction. This check was the first payment towards the total cost and was provided at 44901 Nan Katherine Ln, Shawnee, Pottawatomie County, OK, the Robinsons' home. The check was provided to the Defendant's employee, JC Wilson. The check was processed at the Oklahoma City branch of the Defendant's bank, Great Plains Bank, 305 W Memorial Rd Suite A1, Oklahoma City, Oklahoma County, OK. The Robinsons provided their second payment on August 10, 2021. The second payment was a written check from the Robinsons' personal bank account, First United Check Number (1002), written for (\$75,000). The second check was provided to Defendant's employee, Tate Spreacker, at the Robinsons' build location in Pottawatomie County. The check was processed at the Oklahoma City branch of the Defendant's bank, Great Plains Bank, 601 NW 13th St, Oklahoma City, Oklahoma County, OK.

Between June and August 2021, the Robinsons paid approximately (\$135,000) of the (\$432,000) to the Defendant for the project which was never completed. These funds were deposited into the Oklahoma City branch of the Defendant's bank, Great Plains Bank. The Robinsons advised dirt work, concrete, and "rough in" plumbing had been completed at the time the work stopped. The sub-contractor who completed the plumbing was Clear Creek Plumbing. Clear Creek Plumbing did not receive payment. The Robinsons were informed by the Defendant's employee, Tate Spreacker, the Defendant "had a bad break up" with his business partners and that Defendant had traveled to Las Vegas, NV, and intended to file bankruptcy.

4. Andrea and Chad Green entered into an agreement with the Defendant, dba 10 Roofing and Construction, Inc., on August 12th, 2021. The agreement was for the Defendant to build a home at 4662 Angler Cir, Kingston, Marshall County, OK. The parties agreed the cost of the build would total (\$243,600). On April 30th, 2021, the Greens utilized USPS to mail a check to the Defendant at 9113 SW 25th St, Oklahoma City, Canadian County, OK. The check was from the Greens' personal bank account, Banc First Check (1219), written for (\$2,000). The check was physically deposited then processed at the Moore branch of the Defendant's bank, Great Plains Bank, 2850 S. Telephone Rd, Moore, Cleveland County, OK. On August 12th, 2021, BancFirst Check (1284), written for (\$40,000), was provided by the Greens to the Defendant. This check was processed at the Oklahoma City branch of the Defendant's bank, Great Plains Bank, 601 NW 13th St, Oklahoma City, Oklahoma County, OK.

Between April and December of 2021, the Greens paid approximately (\$42,000) of the (\$243,600) to the Defendant for the project which was never completed. At the time, (2) sub-contractors were being utilized for the project. In October 2021, the Greens were advised by the Defendant's employee, Tate Spreacker, that both sub-contractors had stopped work on the project because the Defendant had not paid them for work which had been completed. At the time work stopped, only partial dirt work and "rough in" plumbing had been completed. The Greens were advised by Spreacker that the Defendant was currently in Las Vegas, NV, did not intend to complete the job, and intended to file for bankruptcy. The Greens paid two sub-

contractors directly in an attempt to avoid having mechanical liens filed against their property. The Greens paid (\$2,100) for dirt work and (\$4,000) for plumbing.

5. The Defendant was conducting business with all listed consumers during the same period of time, as a pattern across multiple counties within the State of Oklahoma. The same methods and schemes were used to obtain funds from the consumers to be used for purposes other than that of the business.

Your Affiant believes probable cause exists to show that the Defendant committed four (4) counts **Embezzlement Title 21 § 1451**, and one (1) count **Pattern of Criminal Offenses Title 21 § 425**. The undersigned asks that this Court issue a finding that there is probable cause to believe that the above-named Defendant committed these crimes and issue a warrant for the arrest of Delbert Earley Middleton III.

Further Affiant sayeth not.

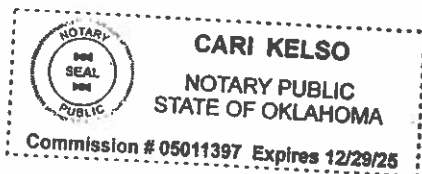
Oklahoma Office of the Attorney General

By: 
Joshua Lacy, Agent
Consumer Protection Unit

SUBSCRIBED AND SWORN to before me this 24th day of August 2022.



Notary Public

Commission Expires: 12-29-2025
Commission Number: 5011397



FINDING OF PROBABLE CAUSE

On this ____ day of August, 2022, the above-styled and numbered cause came on for hearing before me, the undersigned Judge of the District Court of Cleveland County, State of Oklahoma, upon the above Affidavit, requesting that a Warrant of Arrest be issued for the within-named Defendant, **DELBERT EARLEY MIDDLETON, III a/k/a TREY MIDDLETON**, and that he might be arrested and held to answer for the offenses of **Embezzlement Title 21 § 1451** and **Pattern of Criminal Offenses Title 21 § 425**. 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