

IN THE DISTRICT COURT OF CLEVELAND COUNTY
STATE OF OKLAHOMA

STATE OF OKLAHOMA
PLAINTIFF,

vs.

Case No. CF-2014- 1017

GLENN ALLEN McCOY
DEFENDANT,
W/M, DOB: 12/17/1964
SSN: xxx-xx-7740

STATE OF OKLAHOMA }
CLEVELAND COUNTY } S.S.

FILED

JUN 10 2014

In The Office of the
Court Clerk RHONDA HALL
AFFIDAVIT OF PROBABLE CAUSE

I, Daniel Prykryl, do attest that the following is true and factual to the best of my knowledge in regard to the following information. I am currently employed as an Agent In Charge for the State of Oklahoma, Office of Attorney General assigned to the Public Protection Unit.

In March 2013, the Public Protection Unit of the Oklahoma Attorney General's Office began receiving complaints on **Glenn Allen McCoy** d/b/a A Better Choice Construction Inc. The complaints continued on into 2014. The complaints were filed by numerous consumers who had contracted with **McCoy** to either do home repair or in some instances to actually build them a new home. The complaints alleged that **McCoy** had taken money from them for construction but had done little or no work or the work which was completed was of poor quality. The complainants further alleged that money which was not used for their projects was never refunded to them but kept by **McCoy**. The following information was obtained from the complainants.

On or about August 6, 2012, Kimbra and Jeremy Boggs entered into a contract with **Glenn McCoy** d/b/a A Better Choice Construction, Inc. to replace the roof on their home at 22493 State Hwy 24, Purcell, McClain County, Oklahoma. The contract called for a new metal roof and gutters at a cost of \$9,900.00. On August 7, 2012, Kimbra Boggs issued a check to A Better Choice Construction in the amount of \$5,867.00 as a down payment. The work was to commence on August 25, 2012, but was postponed until approximately September 7, 2012 due to problems obtaining the materials, however, no work began around this date. Kimbra and Jeremy Boggs demanded a refund of their money from **McCoy** since no work had taken place. **McCoy** threatened them with a lawsuit. Kimbra and Jeremy Boggs filed suit against **McCoy** in Cleveland County District Court and obtained a judgment against **McCoy** but they have yet to collect any money from him.

On or about February 24, 2013, Brittany and Skyler McAnally entered into a contract with **Glenn McCoy** d/b/a A Better Choice Construction, Inc. to build out a space for a new business they were starting at 1111 Ranchwood Blvd, Yukon, Canadian County, Oklahoma. Brittany and Skyler McAnally later entered into other contracts for additional work. The contracts called for the building of a firewall, ADA compliant bathrooms, work on the drywall, electrical, plumbing, work on heat and air ducts, construction of a serving bar, staining of the concrete floor and painting. The total cost of these contracts was approximately \$16,867.25. **McCoy** estimated the project would be completed in 21 working days. Between February 24, 2013 and May 14, 2013, Brittany and Skyler McAnally issued checks to **McCoy** totaling \$15,358.25 which was almost the entire cost of the project. The project had still not been completed when the May 14, 2013 check was issued although **McCoy** kept promising that he would complete the project. **McCoy** only partially finished the firewall and also framed in a bathroom which was not ADA compliant. **McCoy** eventually stopped working and Brittany and Skyler McAnally were unable to make contact with him. According to Brittany McAnally, the work which was done by **McCoy** was of poor quality and they had to hire new contractors to complete work which should have been completed by **McCoy**. Brittany and Skyler McAnally spent over \$10,000.00 for materials and labor to complete the work left unfinished by **McCoy**. Brittany and Skyler McAnally obtained a judgment against **McCoy** in Canadian County District Court but they have yet to collect any money from him.

On or about April 8, 2013, Courtney and Mike Harmoning entered into a contract with **Glenn McCoy** d/b/a A Better Choice Construction, Inc. to renovate a home they were purchasing with a 203K rehabilitation loan. The home was located at 302 E. Almond, Lexington, Cleveland County, Oklahoma and the entire renovation cost was to be \$29,000.00 as outlined in the contract and be completed in 21 to 28 days after construction started. Courtney and Mike Harmoning closed on the house on June 26, 2013 and were instructed to give **McCoy** half the cost of the renovation which was \$14,500.00. On July 9, 2013, Courtney and Mike Harmoning made the \$14,500.00 down payment to **McCoy** and A Better Choice Construction. The work on the house didn't begin until approximately July 23, 2013. By mid-August 2013, the Harmonings could tell the projected deadline of the end of August 2013 was not going to be met by **McCoy**. **McCoy** had only partially finished parts of the project and the mortgage company attempted to contact **McCoy** during August 2013 to get a production schedule and time line for completion. The mortgage company didn't get a response from **McCoy** and advised the Harmonings to terminate the contract. The Harmonings sent **McCoy** a termination letter via both email and certified mail. The Harmonings also requested that **McCoy** refund \$10,000.00 of their down payment since they estimated he had only done about \$4,500.00 worth of work. The Harmonings never received any money back from **McCoy**.

On or about June 10, 2013, Cecil and Olive Bowman entered into a contract with **Glenn McCoy** d/b/a A Better Choice Construction, Inc. to completely rebuild their home at 1412 SE 6th, Moore, Cleveland County, Oklahoma which was destroyed by the May 20, 2013 tornado. The cost of the contract was \$150,015.00 and the home was to be completed in 265 days. **McCoy** originally requested a down payment of \$39,517.68 which was remitted to him by the Bowmans on June 20, 2013 according to the receipt signed by both parties. On or about July 12, 2013, **McCoy** came back to the Bowmans and requested a new check made payable to him instead of the company in the

amount of \$50,005.00 which was given to him on July 12, 2013. The initial payment check was never cashed. As of mid-August 2013, virtually no work had been done on the Bowman's property other than **McCoy** had dug up a few areas. **McCoy** spoke about installing the homes footings and hiring Skeeter Concrete to do the work. Skeeter Concrete came to the property to do the work but **McCoy** had measured wrong for the footings so Skeeter Concrete could not do any work. On or about October 4, 2013, **McCoy** came to the Bowmans and told them he needed an additional \$12,000.00 for the foundation work because the original down payment had already been used for materials which he was storing at his office. The Bowmans issued **McCoy** a second check in the amount of \$12,451.93. There was still no work done on the property and **McCoy** continued to provide the Bowmans excuses as to why the construction had not started. After mid-October 2013, **McCoy** would no longer respond to the Bowman's calls or emails. On October 24, 2013, the Bowmans sent **McCoy** a letter terminating his services. According to the Bowmans, the only work **McCoy** ever did at their property was to install a power pole and dig holes for footings which were never installed. The Bowmans actually paid Skeeter Concrete \$500.00 to fill in the holes on the property. Even though **McCoy** never did any real work, he never refunded any money to the Bowmans.

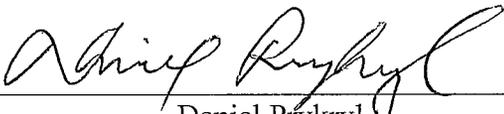
On or about May 26, 2013, Kristi Dunn enter into a contract with **Glenn McCoy** d/b/a A Better Choice Construction, Inc. to completely rebuild her home at 1213 Macalpine St, Moore, Cleveland County, Oklahoma, which was destroyed by the May 20, 2013 tornado. The cost of the contract was \$157,500.00 and the home was to be completed in 275 days. **McCoy** requested a down payment of \$55,000.00 which was remitted to him by Dunn on July 31, 2013. Prior to the down payment, there was no work completed on Dunn's home and she was told the City of Moore was not issuing building permits until after the last debris pickup on August 14, 2013. After Dunn made the down payment there was still no work done on her property and she learned at a City of Moore townhall meeting that **McCoy** was not licensed to work in Moore. Dunn asked **McCoy** about this and he obtained a license the next day. The last debris pickup took place and after which there was still no work being done on her property. In late August or early September 2013, **McCoy** had a power pole installed on the property but had still not obtained a building permit which he blamed on the sub-contractors. Well into September 2013 there was still no work done on Dunn's property and **McCoy** blamed this on the wet ground. **McCoy** then told Dunn that he needed an additional \$14,000.00 to lay the foundation for the home which was not included in her insurance settlement. Dunn paid **McCoy** the additional \$14,000.00 on September 27, 2013. There was still no progress on Dunn's home in October and November 2013. In December 2013, Dunn requested **McCoy** refund her money if he was not able to build her home. **McCoy** sent a text message to Dunn on December 16, 2013 that he would obtain the permits the following day. No permits were ever obtained by **McCoy** and Dunn has had no contact with **McCoy** since December 2013. Even though **McCoy** never did any real work, he never refunded any money to Dunn.

On or about June 20, 2013, Kathy Chow accepted a home restoration estimate by **Glenn McCoy** d/b/a A Better Choice Construction, Inc. to repair her home at 16 SW 148th St, Oklahoma City, Cleveland County, Oklahoma, which was damaged by the May 20, 2103 tornado. The cost of the proposal was \$82,028.65. Chow was told the repairs would be completed by around

Thanksgiving 2013. Chow selected **McCoy** because he agreed to accept payment after completion of each section of work. **McCoy** replaced the roof in August 2013 and Chow paid him \$14,000.00. The check was not dated but was cashed by **McCoy** on August 16, 2013. On September 3, 2013, Chow issued a second payment to **McCoy** for \$4,417.81 for work on the exterior of the home. This check was cashed by **McCoy** on September 6, 2013. In mid-September 2013, **McCoy** told Chow he needed to order doors and windows for her home. Chow met **McCoy** at Lowe's to show him the types of doors and windows which she wanted even though he was going to order them from his supplier. Chow issued a third payment to **McCoy** for \$15,506.79 to purchase the doors and windows. The check was cashed by **McCoy** on September 17, 2013. There was some demolition done on the home in September and October 2013 but virtually nothing afterwards. Chow was assured by **McCoy** her home would be completed but nothing happened. Chow's last contact with **McCoy** was in January 2014. Chow never received the doors and windows for her home nor any proof they were ordered. **McCoy** failed to refund the over \$15,000.00 he received from Chow for doors and windows.

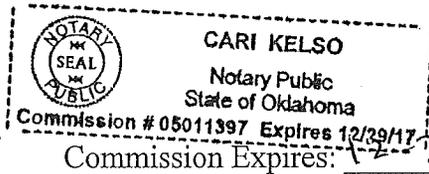
Based on my investigation, the information I received, and the pattern of conduct displayed by the Defendant **Glenn Allen McCoy**, your Affiant believes probable cause exists to show that the Defendant has committed (6) felony violations of Embezzlement, Title 21 O.S. § 1451 and (1) felony violation of Pattern of Criminal Offenses, Title 21 O.S. § 425. 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 **Glenn Allen McCoy**.

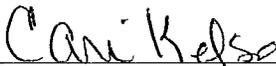
Further affiant sayeth not.



Daniel Prykryl

SUBSCRIBED AND SWORN to before me this 9th day of June 2014.





Notary Public

Commission Expires: 12-29-2017 Commission Number: 5011397

FINDING OF PROBABLE CAUSE

On this ____ day of _____, 2014, the above styled and numbered cause came on for hearing before me, the undersigned judge of the District Court of Cleveland County, Oklahoma, upon the above Affidavit, requesting that a warrant of arrest be issued for the within named Defendant, that he might be arrested and held to answer for the offenses of Embezzlement, Title 21 O.S. § 1451 and Pattern of Criminal Offenses, Title 21 O.S. § 425. . Based upon said affidavit, I am satisfied and do hereby find that said offenses have been committed and that there is probable cause to believe that within named Defendant has committed said offenses and that a warrant of arrest should be issued.

Judge of the District Court