

IN THE DISTRICT COURT OF THE TWENTY-FOURTH JUDICIAL DISTRICT OF THE STATE OF OKLAHOMA SITTING IN AND FOR OKMULGEE COUNTY

THE STATE OF OKLAHOMA,

Plaintiff,

vs.

RICHARD PRESTON LARABEE

ADDR: [REDACTED]  
Okmulgee, OK 74447

DL: [REDACTED]  
SSN: [REDACTED]  
DOB: [REDACTED]

Defendant(s).

Case No. CF-2023-29

FILED  
IN DISTRICT COURT

FEB 23 2023

OKMULGEE COUNTY, OKLAHOMA  
CHARLY CRINER, Court Clerk  
By \_\_\_\_\_ Deputy

INFORMATION

FOR:

- COUNT 1: EMBEZZLEMENT ~ 21 O.S. § 1451, a FELONY
- COUNT 2: EMBEZZLEMENT ~ 21 O.S. § 1451, a FELONY

STATE OF OKLAHOMA, COUNTY OF OKMULGEE:

I, Carol Iski, the undersigned District Attorney of said County, in the name and by the authority of the State of Oklahoma, give information that in said County of Okmulgee and in the State of Oklahoma, **RICHARD PRESTON LARABEE** did then and there unlawfully, willfully, knowingly and wrongfully commit the crime(s) of:

**COUNT 1: EMBEZZLEMENT ~ a FELONY**, on or between the 3rd day of April, 2019 and the 28th day of February, 2022, by fraudulently appropriating the sum of \$152,144.67 that belonged to McCullouch Building Owners, LLC and had been entrusted to the said defendant by McCullouch Building Owners, LLC.

**COUNT 2: EMBEZZLEMENT ~ a FELONY**, on or between the 3rd day of April, 2019 and the 28th day of February, 2022, by fraudulently appropriating the sum of \$34,399.32 that belonged to Agape Pregnancy Center and had been entrusted to the said defendant by Agape Pregnancy Center.

CAROL ISKI  
DISTRICT ATTORNEY

  
\_\_\_\_\_

STATE OF OKLAHOMA )  
 )  
COUNTY OF OKMULGEE )

I, Kevin Lanham, having read the above information, state under oath that the same is true and correct.

Kevin Lanham  
KEVIN LANHAM

Subscribed and sworn to before me this 23<sup>rd</sup> day of February, 2023

[Signature]  
Notary Public

My Commission expires: September 30, 2023

My Commission Number is: 19009853

**IN THE DISTRICT COURT OF OKMULGEE COUNTY  
STATE OF OKLAHOMA**

STATE OF OKLAHOMA,

PLAINTIFF

vs.

RICHARD P. LARABEE

W/M / [REDACTED]

DEFENDANT

**FILED**  
IN DISTRICT COURT

FEB 23 2023

OKMULGEE COUNTY, OKLAHOMA  
CHARLY CRINER, Court Clerk  
By \_\_\_\_\_ Deputy

Case No. CF-2023- 29

**PROBABLE CAUSE AFFIDAVIT**

Comes Now, the undersigned Affiant, of lawful age and being first sworn, upon oath, alleges and states that based upon the following, Affiant has reason to believe that the Defendant, has committed the offense of: Embezzlement (Over \$15, 000)

On March 1, 2022 the Oklahoma State Bureau of Investigation (referred to as OSBI hereafter) was requested to investigate allegations of embezzlement by RICHARD LARABEE while employed by the McCulloch Building Owners, llc (referred to as MBO hereafter). LARABEE was employed as the building manager of the McCulloch Building beginning April 1, 2019 according to a signed "Property Manager Agreement" provided to your affiant. Interviews conducted by your affiant would show that LARABEE worked in that capacity until about February 15, 2022. OSBI Special Agent KEVIN LANHAM was assigned as the "Case Agent" as part of that investigation.

According to the provided "Property Manager Agreement", LARABEE was to be paid \$2000/month compensation and \$500 per month was made available by MBO for contract custodial services. During that time, LARABEE was required as part of that agreement for a variety of task and had access to the financial accounts associated with the MBO from several different banks. Those accounts included lines of credit, checks, ATM cards, and other methods to use the finances of that business, some of which were unknown to the owners of the MBO and only became known as part of an investigation into missing money.

Over a period of months, members of the MBO reviewed financial statements, and suspicion began as to the lack of profit of the business despite a history of profit and increasing tenancy in the building. In fact, MBO was required to borrow tens of thousands

of dollars to stay afloat and to make major repairs in the buildings. During the time LARABEE was employed as the property manager of the McCulloch Building, the financial reports provided to the MBO by LARABEE were described as incomplete and seemingly missing information. LARABEE was asked to begin to provide the MBO with banking statements to better understand the finances of the business. It was later determined by a member of the MBO that those statements appeared to be banking statements but were statements to have been created by LARABEE to resemble bank statements. Those statements provided by LARABEE did not show all the financial transactions associated with the bank account in what was believed by the members of the MBO an attempt to hide certain financial transactions.

Around November/December 2021, several members of the MBO decided to pursue a sale of the building and to remove LARABEE as the building manager. A meeting was held of the owners and LARABEE offered to buy out the rest of the owners for the net sum of \$500,000 with LARABEE also refinancing and assuming the existing MBO debt. LARABEE told the owners of MBO that LARABEE had spoken to MARK MABREY at Mabrey Bank about a loan and thought that he would be able to close the sale by the end of November 2021. This conversation led the members of the MBO to believe that LARABEE was in the process of obtaining a loan for the purchase of the building.

November ended without the sale of the building. LARABEE alleged that LARABEE was having trouble getting the payoff information from Arvest Bank of the MBO's line of credit. December also ended without the closing on the building as LARABEE described was being worked on by MABREY. The excuses of LARABEE continued into January 2022 and LARABEE told the owners of the MBO that the loan with Mabrey bank was all "lined out" and the last day of January LARABEE would be able to deliver payment to the owners. That date came and went with no payment. LARABEE claimed to be out of town for a family member in the hospital on that date.

In February 2022, a conversation between a member of the MBO and MARK MABREY occurred at a Mabrey bank in Okmulgee, Oklahoma. During that conversation, MABREY told that member of the MBO that LARABEE had never made application for any loan to purchase the McCulloch building and that no loan was being processed by Mabrey Bank to allow LARABEE to purchase the McCulloch building. Your affiant also spoke with MABREY who confirmed to your affiant that LARABEE had never applied for a loan to purchase the building and in fact, to the knowledge of MABREY, there were no active loan applications for LARABEE for any purchase in the time frame in this application.

ROD WIEMER, member of the MBO, began to gather and review financial records related to the time LARABEE was the building manager. Around that time, a cut off notice was received from PSO, a utility company, and it was learned the account for utilities with PSO was \$5500.00 in arrears. As WIEMER reviewed the financial reports in depth, WIEMER outlined the following monies spent which would be unauthorized or unable to be accounted for in an affidavit to your affiant as part of this investigation:

Checks to LARABEE/Silver Hammer (company of LARABEE)	\$79,516.89
Payments to TERRI ROSSON for financial services	\$15,300.00
USPS Money Orders	\$27,413.37
Debit Card Transactions	\$10,950.48
Amazon Purchases	\$1571.92
Carter Enterprises	\$4459.59
Walker Brothers (Lawn Service Company)	\$5012.50
Other Unauthorized Contractors and Payments	\$6494.92
Overdraft/Returned Item Fees	\$1425.00
<b>TOTAL:</b>	<b>\$152,144.67</b>

WIEMER told your affiant that the MBO was unaware of any debit card associated with the banking accounts of MBO and believed LARABEE obtained one debit card for the secretary of LARABEE, who was not employed by the MBO and LARABEE obtained one debit card for himself. WIEMER was also unaware of any Amazon account associated with the operation of the McCulloch Building. When reviewing transactions relating to Carter Enterprises, WIEMER learned that no rent was being collected by LARABEE for the use of office space by Carter Enterprises in exchange for maintenance repairs to the McCulloch building. Due to that agreement, no payments should have went to Carter Enterprises. WIEMER was also unaware of any contractor or other company or person who would have been paid with a money order. In total, it is believed about 25 money orders were purchased by LARABEE using the bank account associated with the MBO.

In mid-February when LARABEE provided the MBO with a letter, resigning the position of building manager, WIEMER began to make contact with the tenants of the McCulloch building to ensure they were aware of the proper manner to make the monthly payment. WIEMER was asked by some of the tenants, if they were still required to pay in cash. During the review of banking records, WIEMER was unable to match up any cash deposits consistent with the monthly payments received for rent.

Your affiant knows embezzlement is the fraudulent appropriation of property of any person or legal entity, legally obtained, to any use or purpose not intended or authorized by its owner, or the secretion of the property with the fraudulent intent to appropriate it to such use or purpose under certain circumstances. Your affiant also knows that one of the circumstances listed is, where the property was obtained by being entrusted to that person for a specific purpose, use, or disposition and shall include, but not be limited to, any funds "held in trust" for any purpose. LARABEE was in fact employed by the MBO and had access to banking accounts associated with that business and was entrusted with that access. Despite the payments to various vendors by LARABEE that were not authorized by the MBO, documented payments to LARABEE or the business LARABEE owned, Silver Hammer, exceeded over \$79,000 alone.

Your affiant also knows that the crime of embezzlement has several different bench marks regarding the amount alleged to have been embezzled. Based on the affidavit provided by WIEMER and the supporting banking records, the amount taken by LARABEE without the knowledge or permission of the MBO easily exceed \$15,000 making this a felony crime. Your affiant has included the affidavit by WEIMER with this affidavit in support.

Agents contacted tribal authorities in an attempt to see if LARABEE was a tribal member during the investigation and learned that LARABEE was not reported to be a tribal member.

Based upon this Affidavit, the undersigned prays that this Honorable Court issue a finding of facts that there is probable cause to issue a warrant of arrest for the crime of Embezzlement (Over \$15,000).

Further Affiant Sayeth Not.

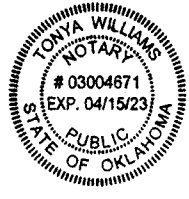
Dated this 22nd day of February, 2023

[Signature]  
Affiant Special Agent Kevin Lanham/OSBI

Subscribed and sworn to before me this 22nd day of February, 2023.

My commission expires: 4-15-23 My commission #: 03004671

[Signature]  
Notary Public



**ORDER**

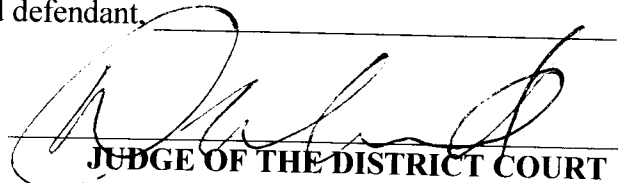
I, Deborah A. Rehner, Judge of the District Court reviewed this Probable Cause Affidavit on the 23 day of Feb, 2023, and I make the following findings and order.

This Affidavit contains sufficient facts showing probable cause to arrest and detain the said defendant, Richard Larabee to await further proceedings.

The Court sets an Appearance Bond in the amount of \$ 50,000.-

The Court denies Bond at this time.

\_\_\_\_\_ This Affidavit contains insufficient facts to show there is probable cause to arrest or detain the said defendant.

  
\_\_\_\_\_  
**JUDGE OF THE DISTRICT COURT**

**IN THE DISTRICT COURT OF OKMULGEE COUNTY  
STATE OF OKLAHOMA**

STATE OF OKLAHOMA,

PLAINTIFF

vs.

RICHARD P. LARABEE

W/M / [REDACTED]

DEFENDANT

**FILED**  
IN DISTRICT COURT

FEB 23 2023

OKMULGEE COUNTY, OKLAHOMA  
CHARLY CRINER, Court Clerk  
By \_\_\_\_\_ Deputy

Case No. CF-2023- 29

**PROBABLE CAUSE AFFIDAVIT**

Comes Now, the undersigned Affiant, of lawful age and being first sworn, upon oath, alleges and states that based upon the following, Affiant has reason to believe that the Defendant, has committed the offense of: Embezzlement (Over \$15, 000)

On April 5, 2022 the Oklahoma State Bureau of Investigation (referred to as OSBI hereafter) was requested to investigate allegations of embezzlement by RICHARD LARABEE while serving on the board of directors for the non-profit organization commonly referred to the Agape Pregnancy Center in Okmulgee, Oklahoma. OSBI Lieutenant KEVIN LANHAM was assigned as the "Case Agent" for that investigation.

LANHAM conducted an interview on April 12, 2022, of HUGH LEE GASTON III the founder of that organization and board member. GASTON III stated RICHARD LARABEE joined the Agape Pregenancy Center Board several years prior and was most recently appointed as the "Chairman of the Board" which gave LARABEE access to the banking accounts of the Agape Pregnancy Center.

LANHAM was provided with a list of finicial transactions regarding the banking accounts of the Agape Pregnancy Center which GASTON III stated was not authorized and obtained by LARABEE since LARABEE had access to those accounts. Those transacations occurred between June, 2021 and February, 2022, in which LARABEE did have direct access to those accounts due to the position of Chariman. Those transaction are listed below:

6/11/21	Priority Check	\$2135.22
7/15/21	Priority Check	\$2489.62



7/27/21	Check #2883	\$3175.08
8/10/21	Check #2887	\$1704.36
8/19/21	Check #2888	\$1133.29
8/20/21	Check #2890	\$833.00
8/23/21	Venmo	\$1000.00
8/30/21	Priority Check	\$1000.00
10/14/21	Check #2903	\$1916.27
11/1/21	Check #2907	\$3700.00
11/18/21	Priority Check	\$3470.76
12/15/21	Priority Check	\$3563.90
12/27/21	Priority Check	\$3563.90
1/6/22	Transfer	\$1000.00
1/28/22	Priority Check	\$3413.92
2/10/22	Priority Check	\$300.00
2/25/22	Priority Check	\$4000.00 (Cash Withdrawal from Arvest Bank)
		-----
Total		\$38,399.32
Cash Returned		-\$4000.00
		-----
Amount Taken		\$34,399.32

Your affiant learned that a "Priority Check" per Arvest Bank is an in-branch withdrawal of funds by one of the authorized signers on the account. Regarding the bank account of Agape Preganacy Center, LARABEE and GASTON III are the only two authorized signers. GASTON III stated that he did not make the withdrawels and none of them were authorized.

Your affiant was told by GASTON III that the VENMO transaction was to a person SHAWN HARDESEN. GASTON III did not know anybody with that name and no transfer was ever authorized by the board to HARDESEN.

The board of directors did confront LARABEE about the withdrawel of \$4000.00 that occurred on 2/25/22. The wife of LARABEE did return that money to the Agape Pregnancy Center but no explanation was given why it was taken by LARABEE in the first place.

Your affiant reviewed copies of the checks which LARABEE was accused of using without the knowledge of the board of directors. On those checks, LANHAM observed several common descriptions in the "for" field of those checks. Those descriptions ranged from "reimbursement for taxes" to "reimbursement". During the investigation into these alligations, LANHAM was told by GASTON III the last tax payment that the Agape Pregnancy Center was able to verify was 8/14/20 and the Internal Revenue Service (IRS) stated to GASTON III the Agape Pregnancy Center owed back employment taxes in the amount of \$8599.51 and \$3537.32. GASTON III also explained that there was no work done or authorized which would have needed for LARABEE to be reimbursed.

Your affiant knows embezzlement is the fraudulent appropriation of property of any person or legal entity, legally obtained, to any use or purpose not intended or authorized by its owner, or the secretion of the property with the fraudulent intent to appropriate it to such use or purpose under certain circumstances. Your affiant also knows that one of the circumstances listed is, where the property was obtained by being entrusted to that person for a specific purpose, use, or disposition and shall include, but not be limited to, any funds "held in trust" for any purpose. LARABEE was in a board member for the Agape Pregnancy Center and had acces to banking accounts associated with that business and was entrusted with that access.

Agents contacted tribal authorities in an attempt to see if LARABEE was a tribal member during the investigation and learned that LARABEE was not reported to be a tribal member.

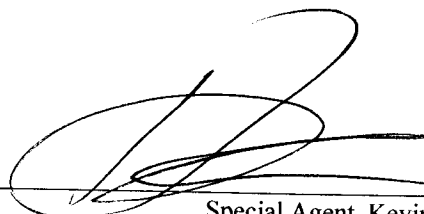
Your affiant also knows that the crime of emblezzlement has several different bench marks regarding the amount alleged to have been embezzled. Based on the statement made by the founder of the organization famioliar with all finicial transactions, GASTON III and the supporting banking records, the amount taken by LARABEE without the knowledge or permission of the Agape Pregnancy Center easily exceed \$15,000 making this a felony crime.

Based upon this Affidavit, the undersigned prays that this Honorable Court issue a finding of facts that there is probable cause to issue a warrant of arrest for the crime of: Emblezzlement (Over \$15,000).

Further Affiant Sayeth Not.

Dated this 22nd day of February, 2023

Affiant

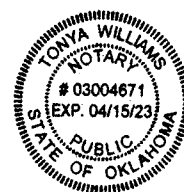
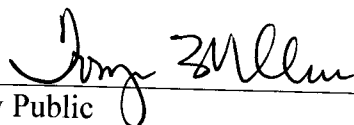


Special Agent Kevin Lanham/OSBI

Subscribed and sworn to before me this 22<sup>nd</sup> day of February, 2023.

My commission expires: April 15, 2023 My commission #: 03004071

Notary Public



**ORDER**


I, Deborah A. Reheard, Judge of the District Court reviewed this Probable Cause Affidavit on the 23 day of Feb, 2023, and I make the following findings and order.

This Affidavit contains sufficient facts showing probable cause to arrest and detain the said defendant, Richard Harabe await further proceedings.

The Court sets an Appearance Bond in the amount of \$ 50,000.-

The Court denies Bond at this time.

This Affidavit contains insufficient facts to show there is probable cause to arrest or detain the said defendant, \_\_\_\_\_.

  
\_\_\_\_\_  
**JUDGE OF THE DISTRICT COURT**

STATE OF OKLAHOMA )  
                                  )     SS  
COUNTY OF OKMULGEE )

CF-2023-29

OKMULGEE COUNTY OKLAHOMA  
IN DISTRICT COURT  
FEB 23 2023  
BY CHARLEY CRINER, Court Clerk  
Deputy

**AFFIDAVIT**

Rod W. Wiemer, being of legal age and duly sworn upon oath, states:

1. The McCulloch Building is a six-story commercial office building in downtown Okmulgee. It is owned by McCulloch Building Owners, LLC ("MBO").

2. Prior to April 2019, MBO was owned by H.L.(Lee) Gaston III -70%, Hugh M. Robinson - 25%, and Rod W. Wiemer - 5%.

3. In March 2019, Lee Gaston decided to move towards retirement and wanted to sell most of his interest in MBO. My law partner, Hugh Robinson, and I wanted to acquire the majority interest. In early April 2019, a sale of MBO units and the admission of new members and appointment of new managers of MBO was accomplished. (Ex. 1).

4. As a result, the owners of MBO were now:
- Hugh M. Robinson - 30%
  - Rod W. Wiemer - 25%
  - Hugh L. Gaston IV- 20%
  - Richard Larabee DBA Silver Hammer - 15%
  - H. L. (Lee) Gaston III - 10%.

All owners were appointed managers of the LLC and authorized as signatories on the MBO account no [REDACTED] at First National Bank Okmulgee. (Ex.1).

5. Effective April 1, 2019, MBO entered into a Property Manager Agreement with Richard Larabee. (Ex.2). That agreement provided that Larabee would collect rents and make disbursements as instructed by MBO, provide a monthly accounting (¶ 2a), and operate, monitor, clean and maintain the building (¶ 2b). In return, Larabee was paid a monthly amount of \$2000 and MBO made available \$500 per month for contract custodial services. (¶ 4 & 2d).

6. Larabee's attempts at monthly accountings were confusing and inept. In retrospect, that seems purposeful. As he began embezzling money from MBO, Larabee stopped providing accountings and provided false and misleading information.

7. MBO did not show a significant profit despite a history of profit and increasing tenancy in the building. In fact, MBO was required to borrow tens of thousands of dollars to stay afloat and to make major repairs in the building. Multiple meetings of the owners of MBO attempted to address the finances with Larabee. Larabee failed to fully disclose the monies he had paid himself and others during that time. A copy of all "accountings" received from Larabee is attached. (Ex. 3).

8. By November 2021, Robinson and I had decided to seriously pursue a sale of the building and/or to remove Larabee as building manager. A meeting of the owners was held and Larabee offered to buy out the rest of the owners for the net sum of \$500,000 with Larabee also refinancing and assuming the existing MBO debt. Larabee stated that he had spoken to Mark Mabrey at Mabrey Bank about a loan and thought that we would be able to close the sale by the end of November.

9. November came and went without the sale of MBO closing. Larabee alleged that he was having trouble getting the payoff information from Arvest Bank on MBO's line of credit. December came and went without the sale of MBO closing. Larabee gave the same sort of excuses about needing paperwork for Mabrey Bank. He told every owner that he expected the Mabrey Bank loan to close any day and that he would bring us checks. Larabee would give us detailed accounts of what Mark Mabrey needed from him to close the loan. Lee and Hugh Gaston had multiple conversations with Larabee about the loan.

10. In January 2022, Larabee told all of the owners that the loan with Mabrey Bank was all lined out and told Hugh Robinson that January 31 would be "payday". Robinson asked Larabee if we would meet at Mabrey Bank for the closing and to provide them with the necessary LLC documents to transfer the units. Larabee told Robinson "no", that he would just bring us checks. Robinson found that strange and when he ran into Mark Mabrey, he asked Mark to let us know if he needed any corporate documents from us for Larabee's loan. Mark Mabrey did not

respond to Robinson at the time. January 31 came and Larabee was out of town. No closing took place.

11. On February 7, 2022, I was in Mabrey Bank and met with Mark Mabrey on other business. During our meeting, Mark told me that Hugh Robinson had asked him a question a week ago that he did not understand at the time and was just now processing. Mark asked me if Larabee was trying to buy the McCulloch Building. I said "yes" and that he (Mark) was supposedly handling the loan. Mark said that he had never had a conversation with Larabee about such a loan and that no such loan had been applied for or was in process at Mabrey Bank by Larabee.

12. I suspected foul play and immediately went and met with the other owners of MBO, Lee Gaston, Hugh Gaston, and Hugh Robinson. Larabee would not respond to texts or phone calls. Lee Gaston, who had formerly managed the building for many years, told us that he had just received a cut off notice from PSO on the building in the mail and that our natural gas contractor had left him a phone message that the building was in arrears by \$5500. I told the other owners that I suspected embezzlement. We agreed that Lee Gaston would go to First National Bank to investigate our accounts and Hugh Gaston would contact Arvest Bank to ensure that no further funds were drawn on our line of credit.

13. When Lee Gaston went to First National Bank, they said "what took you guys so long." He obtained the last three months of bank statements and discovered that Larabee had written multiple checks to himself totaling approximately \$27,000 in just the last 90 days. Larabee had also bounced numerous checks accruing over \$1000 in overdraft fees. Lee Gaston further discovered that MBO had a large negative balance in its bank account despite the fact that many bills had not been paid. I drafted documents removing Larabee as a manager of MBO and revoking his signatory authority at the banks.

14. In response to our repeated attempts to contact him, on February 8, 2022 at 8:03 AM, Larabee sent us a long rambling text message that included more very specific lies about the supposed loan with Mabrey Bank. He specifically alleged that he had a detailed conversation with Mark Mabrey at the very time that I was in Mabrey's office. (Ex. 4). Lee and Hugh Gaston were able to speak to him on the phone about the issues we had discovered. He lied to them saying

that checks he took were for money he loaned to MBO or reimbursements for things he had paid. A meeting was set up for the owners and Larabee for February 15, 2022 at 10:00 AM.

15. Larabee attended the MBO owners meeting of February 15, 2022 at 10:00 AM. He continued his lies about the supposed Mabrey Bank loan. I confronted him about his lies repeatedly but he would not come clean. He also said that the money that he took was for reimbursements for elevator repairs he had paid himself. However, he had no documentation to prove that. I also confronted him about ATM withdrawals and debit card purchases. He told ridiculous lies and gave us a false accounting that did not include checks he had written himself. (Ex. 3). We told him that he had until Friday at 10:00 AM to provide us with invoices and canceled checks to verify the alleged reimbursements. We informed him that he was no longer to have any access to the bank account or debit card. I requested the rest of our bank statements from First National Bank.

16. On Friday, February 18, 2022, Larabee did not appear for the scheduled owners meeting. Instead, he had his secretary deliver a letter admitting that he could not account for the money he had taken. (Ex. 5). He offered to resign in any capacity that he held in MBO and to give up his ownership interest in MBO which was assigned back to the other owners on February 21, 2022. (Ex. 6). Larabee also offered to pay "full restitution" to MBO of whatever amount we determined that he owed for "questionable" transactions.

17. I obtained the bank statements of the MBO account with First National Bank from April 2019 to January 2022. They showed that since April 2019, Larabee had embezzled well over \$120,000 and had paid unauthorized contractors (or his employees) approximately \$32,000. (Ex. 7 & 8). The highlights were as follows:

A. Larabee paid himself or his company, Silver Hammer Royalties, the sum of \$79,516.89 by check.

B. Larabee made unauthorized purchases at the USPS, mostly money orders, in the amount of \$27,413.37.

C. Larabee made unauthorized debits of \$10,950.49, apparently for personal use, plus Amazon purchases of \$1571.92. Only Larabee and his assistant, Sheri Newport, had debit cards for the account. (Ex. 9). Sheri Newport worked for Larabee, not MBO. She voluntarily gave us her debit card which we did not know existed. Newport told me that any use of her debit card was authorized and instructed by Larabee.

D. Larabee hired a "bookkeeper" named Terri Rosson, who I believe was complicit in the embezzlement, and paid her \$15,300. The payments to her mysteriously increased toward the end of 2021. (Ex. 7 & 8). Rosson told my secretary, Kristain Setzer, that she had stopped doing monthly accountings in early 2020 and that if we had received anything it was prepared by Larabee. However, Rosson supplied us with her accountings and "tax packet" that show she was aware of Larabee's self-dealing. (Ex. 10).

E. Larabee paid Carter Enterprises \$4459.59. These payments were supposedly for handyman work. However, Larabee's assistant, Sheri Newport told me that Carter Enterprises had never paid rent because they were supposed to do work in lieu of rent.

F. Larabee paid Walker Bros. Lawn the sum of \$5012.50 which included \$2000 to put up Christmas lights. MBO has never paid to put up Christmas lights before and the bank statements clearly show that there was no money to do so in 2021. The building has no lawn, just weed eating in the parking lot and alley.

G. Larabee paid other contractors for "admin" and other unknown, undocumented services which totaled \$6494.92. Many of these contractors worked individually for Larabee.

The total amount Larabee embezzled from MBO exceeds \$150,000. (Ex. 7 & 8). Larabee was not authorized to take or expend these sums from MBO. He fraudulently deceived the owners of MBO by misrepresentation and secreted his actions. All of Larabee's acts and omissions occurred in Okmulgee, Oklahoma or drew from funds in MBO's bank account in Okmulgee, Oklahoma.

18. In addition, we have discovered the following:



A. Larabee was renting out the 6th Floor for events and apparently pocketing the money. There are a couple of checks for deposit reimbursements for the 6th Floor that were paid out of the MBO account but had no obvious corresponding deposits. Sheri Newport told me that when she would ask Larabee about the rent for those events, he would tell her that they had already paid.

B. Larabee had asked certain tenants to pay rent in cash. That cash was apparently never deposited in the MBO account.

C. MBO uses an electronic payment platform called WAVE that deposits tenant credit card payments directly into the MBO bank account. A First National Bank employee told Lee Gaston that Larabee had called and attempted to change the account the WAVE funds were deposited in to his personal account. Larabee was unsuccessful in accomplishing this change.

D. When I inquired about the money order purchases at the USPS in Okmulgee, the supervisor told me that all of the money order transactions were less than the \$3000 limit. When I asked what the \$3000 limit was, he told me that if you purchased more than \$3000 of money orders that they were required to take identifying information from the purchaser. I am still awaiting the receipts for the purchases at USPS.

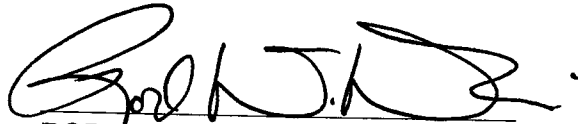
19. I have also attached a flash drive (Ex.11) that contains the following:
- A. All electronic statements (Ex. 8) and checks received from First National Bank on the MBO account;
  - B. Excel spreadsheets of the summary exhibits (Ex. 7) listed above;
  - C. A copy of Larabee's text of February 8, 2022 (Ex.4) and letter of February 15, 2022 (Ex.5);
  - D. Copies of the MBO accountings and "tax packet" provided by Larabee and Rosson (Ex. 3 & 10);
  - E. The assignment of MBO units by Larabee.

20. To the best of my knowledge, potential witnesses are as follows:

Rod W. Wiemer  
Hugh M. Robinson  
H.L. (Lee) Gaston III  
Hugh L. Gaston IV  
Kristain Setzer  
Sheri Newport  
Mark Mabrey  
Terri Rosson  
First National Bank employees  
USPS employees.

21. I know that Larabee keeps the records of MBO and his other businesses in his office on the Second Floor of the McCulloch Building, 114 North Grand Ave., Okmulgee, Oklahoma 74447.

Further, Affiant saith not.



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Subscribed and sworn to before me on February 25, 2022, by Rod W. Wiemer.



Notary Public

My Commission Expires:  
My Commission Number:  
(SEAL)

