

IN THE DISTRICT COURT OF THE EIGHTEENTH JUDICIAL DISTRICT OF THE STATE OF OKLAHOMA SITTING IN AND FOR PITTSBURG COUNTY

THE STATE OF OKLAHOMA,

Plaintiff,

vs.

CHRISTOPHER MORRIS

ADDR: [REDACTED] e Pl.
McAlester, OK 74501

DL: ****

SSN: *** **

DOB: [REDACTED]

Case No. CF-24-56

BY PAM SMITH
DEPUTY

2024 MAY 14 PM 2:45

RECEIVED AND FILED
IN DISTRICT COURT
PITTSBURG COUNTY, OKLA

INFORMATION

FOR:

COUNT 1: EMBEZZLEMENT OF STATE PROPERTY ~ 21 O.S. § 341, a FELONY

STATE OF OKLAHOMA, COUNTY OF PITTSBURG:

I, Jack Thorp, the undersigned District Attorney of District 27, having been appointed as conflict counsel by the Attorney General of Oklahoma, in the name and by the authority of the State of Oklahoma, give information that:

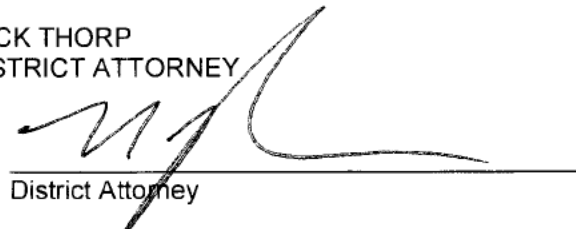
COUNT 1:

EMBEZZLEMENT OF STATE PROPERTY - IN VIOLATION OF 21 O.S. 341 ~ a FELONY,

Between the 7thth day of November, 2023, and the 31st day of January 2024, the Defendant, **Christopher Morris**, while acting as the duly elected Sheriff of Pittsburgh County, unlawfully caused the Pittsburgh County Clerk to purchase a 2023 Polaris UTV for the Sheriff's Department from Vicar's Powersports, knowing the vehicle to have been formally owned by the Defendant, and knowing the vehicle to be a used vehicle that had been previously damaged. The State further alleges the Defendant negotiated a trade-in value of \$31,099 for the Polaris with Vicars Powersports based on his representation to them that the vehicle had added accessories, including but not limited to, a lift kit, that increased its value. The State alleges further that Defendant had previously removed these accessories from the vehicle when he negotiated both the trade-in value of the Polaris and the purchase price to be paid by the Sheriff's Department. Further, the Defendant received a direct and/or indirect interest in this transaction by obtaining a new 2024 Can Am UTV from Vicars Powersports when trading in the Polaris UTV for an inflated value and arranging for the Sheriff's Department to purchase the vehicle.

JACK THORP
DISTRICT ATTORNEY

By:


District Attorney

IN THE DISTRICT COURT OF PITTSBURG COUNTY
STATE OF OKLAHOMA

RECEIVED AND FILED
IN DISTRICT COURT
PITTSBURG COUNTY, OKLA

2024 MAY 14 PM 2:49

BY PAM SMITH
DEPUTY

State of Oklahoma)
Plaintiff,)
Vs.)
Christopher Wayne Morris D.O.B: [REDACTED])
SSN: [REDACTED] FBI No:632321AD4)
Defendant.)

Case No. CF-24-156

AFFIDAVIT

Time of Arrest: Warrant Request

The undersigned upon oath deposes and states as follows, to wit:

Your Affiant is a certified peace officer employed as a Special Agent with the Oklahoma State Bureau of Investigation (OSBI), State of Oklahoma. That between the dates of November 10, 2023 and January 30, 2024, at, 1904 S. Main Street McAlester, OK and other locations within, Pittsburg County, Oklahoma,

The undersigned further states as follows:

On December 22, 2023, Pittsburg County District Attorney Charles Sullivan requested Oklahoma State Bureau of Investigation (OSBI) investigative assistance with an Embezzlement. Sullivan had received information from Pittsburg County Clerk, Hope Trammell that Pittsburg County Sheriff Christopher Morris purchased a 2023 Polaris utility vehicle for his personal use and had later traded the Polaris for a different ATV. Morris then purchased the Polaris for the Pittsburg County Sheriff's Office. When the Polaris was purchased by the Sheriff's Office it was represented as a new vehicle to county officials to bypass state bidding requirements. An OSBI investigation was opened and assigned to Special Agent Mark Drummond.

Drummond and OSBI Special Agent Adam York interviewed Pittsburg County Clerk Hope Trammell. Trammell had reviewed the Sheriff's Office purchase order request for the Polaris and noted that the invoice from Vicars Powersports indicated that the vehicle was used. The purchase order request from Morris requested to purchase the vehicle using the state contract process that required the vehicle or equipment being purchased to be in new condition.

Trammell contacted Montana Bills from Vicars Powersports and informed him that the vehicle had to be in new condition. Bills informed Trammell that he would have to check on the vehicle condition. Bills responded by email and attached an invoice for the new Can Am utility vehicle Morris was purchasing and not the Polaris. Trammell contacted Bills again and he then sent a new invoice for the Polaris indicating that it was a "new" vehicle. Trammell noted that the sales price for the Can Am Morris was purchasing for himself and the sales price for the Polaris to Pittsburg County were exactly the same price on each invoice. Trammell completed the purchase process believing the vehicle was new. When Trammell later learned the Polaris was actually a used vehicle that had personally been owned by Morris, she reported her findings to the District Attorney.

Drummond and York interviewed Pittsburg County Sheriff's Dispatcher Loyd London III. London reported that he had personally been told by Morris that he [Morris] didn't like his Polaris side by side because it had already broken down and he needed to find a way to get out from under it.

Morris told London that he wanted to purchase a Can-Am but Vicars Powersports had only offered him \$26,000 trade value on the Polaris. A few weeks later Morris had purchased the Polaris for the Sheriff's Office and received the new Can-Am.

Drummond researched the title history on the Polaris and found that Morris had purchased the vehicle new in August 2023 from Vicars Powersports with a purchase price of \$29,772.03. The Polaris had been registered to Morris and a lien had been placed on the vehicle by FirstBank. Morris remained the registered owner of the Polaris until January 17, 2024 even though Pittsburg County had tendered a check to Vicars Powersports on December 4, 2023.

On January 17, 2024, Vicars Powersports submitted documentation to the state of Oklahoma to change the registered owner of the Polaris from Morris to Vicars Powersports. The documents submitted included the signed title, an application for title, an odometer disclosure statement, a lien release from FirstBank, and a Declaration of Vehicle Purchase Price document. The title was signed by both Vicars and Morris and the odometer section was left blank. The odometer disclosure statement was signed by Morris and Vicars and indicated a false odometer reading of 22 miles. All documents were dated January 17, 2024.

When the title work transferring the Polaris ownership from Vicars Powersports to Pittsburg County was completed on January 30, 2024 the mileage listed on the title was falsely listed as 280 miles. Documentation from the warranty repair in September 2023 listed the mileage as 404 miles, and Drummond observed the vehicle had 695 miles on February 1, 2024. The title was also backdated to show a sale date of November 10, 2023.

On March 5, 2024, York obtained documents from Polaris Inc. related to Morris' initial purchase of the Polaris and subsequent warranty repairs. Included in the documentation was Polaris Inc. invoice to Vicars Powersports for the dealership purchase of the Polaris. Vicars purchased the Polaris for \$28,952 and the manufacturers suggested retail price (MSRP) was \$30,799 when the vehicle was new. Vicars sold the used Polaris to Pittsburg County for \$31,099, a price that was more than the original MSRP.

During the course of the investigation Drummond obtained records from FirstBank regarding the loan on the Polaris. Morris had personally purchased and taken out a loan on the Polaris in August 2023. The payoff of the loan for the Polaris was in the amount of \$28,568.38 and the loan was satisfied in December 2023 by a new loan on a Can Am utility vehicle at First Family Federal Credit Union. Drummond noted that the Polaris continued to be used as collateral to secure Morris' loan for approximately six weeks after Morris began the purchasing process for the Sheriff's Office.

Drummond obtained records for the Can Am utility vehicle from First Family Federal Credit Union (FFFCU). Drummond learned that Morris had falsely represented to bank officials that the purpose of the loan was to refinance his Can-Am that he had financed with FirstBank. Morris already had a "clear" title for the Can-Am that was registered in his name. FFFCU officials later discovered that Morris did not have a pre-existing loan on the Can-Am and the loan they had paid off was for the Polaris that Pittsburg County had purchased.

On February 1, 2024, Drummond photographed the 2023 Polaris at Metro Emergency Upfitters in Midwest City, Oklahoma. Drummond observed that the vehicle had 695 miles listed on the odometer and the exterior of the vehicle was covered with scratches including damage on the tailgate. The windshield was also damaged and cracked.

On February 9, 2024, Drummond and York interviewed Morris in the presence of his attorney.

Morris admitted to purchasing the Polaris for his personal use in August 2023. After a few weeks Morris decided he was not happy with the purchase and wanted to trade it in for a 2 door Can-Am. Morris continued using the Polaris until something on the rear axle broke and was repaired under warranty. Shortly thereafter Morris made a deal with Jon Vicars to trade the Polaris in on a 2 door Can-Am. Morris claimed the Polaris was worth more money than he initially paid for it because of a lift kit and other accessories he had added. Morris provided Drummond with a estimate from Advantage Truck and Auto for some of the added accessories.

Morris denied that his purchase of the Polaris for the Sheriff's Office was part of the negotiations for him to purchase the new Can-Am. Morris claimed he did not make the decision to purchase the Polaris for the Sheriff's Office until mid-December when Vicars had called him and asked if he wanted to purchase his old Polaris for the county. Drummond knew this information was false because the initial purchase request for the county to purchase the Polaris was in November. Morris stated that Vicars Powersports had paid off the loan on the Polaris when he traded it in, and he had taken out a new loan on the Can-Am at FirstBank. Morris stated he later refinanced the Can-Am with FFFCU because they offered a better interest rate. When Drummond confronted Morris with the bank records on the refinance of the Can-Am, Morris said that someone must have made a mistake at the bank. Morris blamed the county clerk's office for having Vicars Powersports change the invoice from "used" to "new" because he knew he was purchasing a used vehicle.

On February 9, 2024 Drummond, York, and other OSBI Agents served a search warrant at Vicars Powersports. Documents related to the original purchase of the Polaris by Morris and documents related to his purchase of the Can Am were obtained. Documents related to Morris' trade-in of the Polaris and purchase by Pittsburg County were also obtained.

During the service of the search warrant York interviewed Vicars Powersports Finance Manager, Montana Bills. Bills stated that Morris and Vicars were friends and made the deal for Morris to trade the Polaris for the Can-Am and the subsequent purchase of the Polaris by the Sheriff's Office. Bills only facilitated the paperwork based on what Vicars told him. Bills changed the Polaris invoice from "used" to "new" because he didn't know the condition of the vehicle and he was led to believe the vehicle was in like new condition. Bills stated that sometimes people return vehicles with just a few miles on the odometer and they can still be sold as new.

Drummond interviewed Jon Vicars, and he admitted to being friends with Morris. Vicars stated that he and Morris made a deal to trade the Polaris in for the Can-Am because Morris wanted a 2 door Can-Am instead of the Polaris that was a 4 door model. Vicars stated that he gave Morris more of a trade in value for the Polaris because Morris had added a lift kit, aftermarket wheels and tires, and other accessories. Vicars knew that Morris wanted to purchase the 4 door Polaris for the Sheriff's Office and they made arrangements for that purchase as well. Vicars admitted that his company holds the state contract for the purchase of Polaris utility vehicles and he knows how the bidding process works.

Drummond interviewed Cody Parker the owner of Advantage Truck and Auto. Parker sold Morris a lift kit for the Polaris and installed it in early October 2023 for a price of \$400. Morris then had Parker remove the lift kit on November 7, 2023 before the trade with Vicars was made.

Drummond conducted a follow up interview with Jon Vicars and questioned Vicars about why he would offer more money to Morris to trade in the Polaris than what Morris initially paid for the vehicle if the lift kit and aftermarket wheels had been removed. Vicars admitted that he did not know the accessories had been removed because Morris retained possession of the vehicle and never brought the vehicle back to the dealership during the trade-in. Vicars and Morris set up the trade

agreement over the phone and Vicars did not inspect the vehicle or document the mileage. The odometer reading that Vicars reported was based on what Morris had told him. If Vicars had known the accessories had been removed he would not have given Morris the same amount for the trade and would not have sold the vehicle to Pittsburg County for the price that he did.

Based on the above listed facts Drummond believes that based on the trade value received in exchange for the county's purchase of the used Polaris, and the accessories that Morris removed from the vehicle prior to the trade-in, Morris defrauded the county and personally benefited from the transaction. Documentation from Polaris showed that because of Morris' actions, Vicars sold the used Polaris to Pittsburg County for more than the MSRP for when it was new. This was done so that Morris could personally purchase the new Can-Am at a reduced price. Additionally, Morris obtained a loan for the Can-Am under false pretenses by providing false information to the FFFCU. The documentation for the purchase of the Polaris and submission of false information to the FFFCU was completed through the use of email and a computer system.

Based on this information, the undersigned prays that this Honorable Court issue a finding of fact that probable cause exists to believe the crimes of Embezzlement of State Property, 21 O.S. § 3-41, Falsely Obtaining Personal Property Cash, Loan, Credit or Promissory Note 21 O.S. § 1501, Use of a Computer to Commit a Crime (Computer Crimes Act), 21 O.S. § 1953 A2, have been committed and there is probable cause to believe that the defendant above named committed the crimes.
///End of Report/// MD

The undersigned swears and affirms that the above information is true and correct.

[Signature]
AFFIANT-Special Agent Mark Drummond

Subscribed and sworn to before me this 13th day of May, 2024.
My Commission Expires March 14, 2028

CHRISTINA BROWN
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES MAR. 14, 2028
COMMISSION # 08002609

[Signature]
COURT CLERK OR NOTARY PUBLIC

I, _____, read the above Affidavit to
Judge _____ by telephone this _____ day of _____,
20____, at _____ o'clock _____ M., and received verbal authorization to detain the Defendant.

DEPUTY SHERIFF

FINDING OF PROBABLE CAUSE TO DETAIN

The undersigned Judge of this Court, upon affidavit, hereby finds there (is) (is not) probable cause to detain the Defendant pending further proceedings.

DATED this _____ day of _____, 20____.

JUDGE