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**IN THE CIRCUIT COURT OF BARRY COUNTY, MISSOURI**

STATE OF MISSOURI, )
)
vs. )
)
Defendants: )
)
[redacted] )
)
)

Case No. 26BR-CR00736

FILED
09 2026
CRAIG WILLIAMS
CIRCUIT CLERK, BARRY COUNTY, MO

## PROBABLE CAUSE STATEMENT

I, Jim Garrett, an Investigator with the Missouri Attorney General's Office, knowing that false statements on this form are punishable by law, state that the facts contained herein are true.

I. I have probable cause to believe Donald "Allen" Brattin Erwin (D.B Erwin) committed one or more criminal offenses in Barry County, Missouri.

II. The facts supporting this belief are as follows:

a. D.B. Erwin was a managerial agent of Endless Concepts Contracting, LLC, (Endless Concepts), owned by Amanda Jane Ross (A.J. Ross) and William David Ross (W.D. Ross). The company is registered with the MO Secretary of State, with a known address of [redacted], which is the Ross' residence. D.B. Erwin signed contracts and made promises and representations on behalf of the company.

b. D.B. Erwin was a co-owner of Boss Hog Barndominiums, LLC, and later the Missouri registered agent for Boss Hog Contracting, LLC, with a known address of [redacted], which is D.B. Erwin's address. Records reflect D.B. Erwin owns 25% of Boss Hog and represented himself with titles such as Vice President of National Construction and co-owner.

c. Our office has received at least 45 complaints from consumers of Endless Concepts and the Boss Hog entities. These complaints alleged that in exchange for upfront payments by consumers, the companies would:

i. Provide architectural and engineering plans upon which houses could be built; however, consumers received shoddy plans upon which homes could

not be safely built, and in some cases bore forged architect/engineering stamps.

ii. Entered into agreements with consumers for the construction of barndominium homes; however, most complainants never received any work from Boss Hog or Endless Concepts. The few complainants that received any work received shoddy work.

d. The total amount of money received by Endless Concepts and Boss Hog entities from our complainants is approximately $5,001,799. Consumer funds were deposited into Endless Concepts bank accounts maintained in Barry County, MO bank branches. Those accounts were controlled by A.J. Ross and W.D. Ross. Money from those accounts was sent to Boss Hog's JPMorgan Chase accounts, of which A.J. Ross and D.B. Erwin were signatories.

e. The following victims entered into an agreement with Boss Hog and Endless Concepts based upon representations and promises made by D.B. Erwin, or other representatives of the organization:

i. On February 25, 2025, Christopher Mortimer (C. Mortimer) paid Boss Hog $4,500 for architectural plans. On April 3, 2025, C. Mortimer and D.B. Erwin signed a contract for Boss Hog to build C. Mortimer a home for $449,291.74. From April 4, 2025, through February 17, 2026, C. Mortimer paid $327,419.04 to Endless Concept's US Bank account ending in [redacted] located in Barry County, MO, and Bank of America account ending in [redacted] but received no labor, materials, or refund of his $327,419.04.

ii. On December 31, 2024, David Diaz (D. Diaz) paid Boss Hog $5,195 for architectural plans. On March 4, 2025, D. Diaz and D.B. Erwin signed a contract for Endless Concepts to build a barndominium for $429,493.92. On March 10, 2025, D. Diaz wired $128,848.18 to Endless Concepts' US Bank account ending in [redacted] located in Barry County, MO. Endless Concepts did not provide labor or materials, nor honor its signed termination agreement with D. Diaz, which promised a refund. D. Diaz' damages are $128,848.18.

iii. On or about December 31, 2024, Harry Diaz (H. Diaz), an individual disabled [redacted] paid Boss Hog $5,195 for architectural plans. On March 4, 2025, H. Diaz and D.B. Erwin signed a contract for Endless Concepts to build a barndominium for $212,858.94. On March 10, 2025, H. Diaz wired $63,857.68 to Endless Concepts' US Bank account ending in [redacted] located in Barry County, MO. Endless Concepts did not provide any labor, materials, or a refund H. Diaz' $63,857.68, nor did Endless Concepts honor the signed termination agreement promising a refund. H. Diaz' loss is $63,857.68.

iv. On January 8, 2025, Doug and Jill Carlon (Carlons) and D.B. Erwin signed a contract for Endless Concepts dba Boss Hog to build a barndominium for $943,288.18. On September 3, 2025, the Carlons wired $96,301.07 to

Endless Concepts' US Bank account ending in [redacted] located in Barry County. Endless Concepts did not provide labor or materials, nor refund the Carlons' $96,301.07.

v. On May 24, 2024, Roger Watkins, a veteran, and his wife Karen Watkins, both veterans, and K. Watkins, a disabled veteran [redacted] paid Boss Hog $6,234 for architectural plans which later turned out be unusable. On October 23, 2024, the Watkins and D.B. Erwin signed a contract for Endless Concepts dba Boss Hog, to pay $532,076 for the company to build a barndominium. From October 24, 2024, through November 7, 2025, the Watkins paid $400,448.52 to Endless Concepts' Arvest account ending in [redacted] and U.S. Bank account ending in [redacted] both located in Barry County, MO. Endless Concepts abandoned the incomplete project and failed to pay subcontractors and vendors $116,085.27 for work and materials, which the Watkins had to pay despite having already provided the money to Endless Concepts. Additionally, the Watkins have had to pay approximately $24,000 to fix shoddy work caused by Boss Hog's shoddy plans. Endless Concepts did not refund the Watkins. The Watkins damages are approximately $294,246.52.

f. The total amount lost for all victims listed in paragraph f above is approximately $910,672.49.

Further affiant sayeth not.

Jim Garrett
Office of the Missouri Attorney General