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IN THE CIRCUIT COURT OF BARRY COUNTY, MISSOURI
THIRTY-NINTH JUDICIAL CIRCUIT

STATE OF MISSOURI,	)	CASE NO. 26BR-CR00736
Plaintiff,	)	
v.	)	
DONALD ERWIN,	)	
Defendant.	)	

MOTION TO MODIFY BOND CONDITION

Defendant Donald B. Erwin, through counsel and under Mo. Sup. Ct. R. 33.01 *et seq.*, respectfully moves the Court for an order modifying his bond conditions to either remove or substantially lower the monetary condition. In support, Mr. Erwin states:

FACTUAL BACKGROUND

1. The State filed its Felony Complaint against Defendant on November 9, 2026.
2. The Complaint alleges Defendant has committed the following offenses:
   a. Three counts of Stealing, a Class C felony, Mo. Rev. Stat. § 570.030 (Counts I, III, VII);
   b. five counts of Deceptive Business Practice, a Class E felony, § 407.020 (Counts II, IV, VI, VIII, X);
   c. one count of Financial Exploitation of a Disabled Person, a Class B felony § 570.145 (Count V); and
   d. one count of Financial Exploitation of a Disabled Person, a Class A felony § 570.145 (Count IX).
3. In support of the Complaint, the State filed a Probable Cause Statement from Investigator Jim Garrett of the Missouri Attorney General's Office.

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4. In the Probable Cause Statement, Mr. Garrett states the following:

   a. Mr. Erwin was a managerial agent or co-owner of the following entities: Endless Concepts Contracting LLC, Boss Hog Barndominiums, LLC, and Boss Hog Contracting, LLC.

   b. 45 (mostly unidentified) complainants reported that Endless Contracting and the Boss Hog entities would take upfront payment from consumers in exchange for providing architectural and engineering plans for residential homes as well as agreements to construct barndominium homes for consumers.

   c. Mr. Garrett states that the unidentified complainants allege that the entities provided "shoddy plans upon which homes could not be safely built" and/or failed to engage in any barndominium construction at all.

   d. Mr. Garrett states that the total amount received by the entities from complainants "is approximately $5,001,799."

   e. However, Mr. Garrett identifies only five specific complainants, who paid a collective $910,672.49 to "Endless Concepts'" bank accounts "located in Barry County."

5. There are no charges or allegations against Defendant involving violence of any kind.

6. The Court signed Mr. Erwin's arrest warrant on November 9, 2026, and Mr. Erwin was arrested the following day in Barry County.

7. Defendant was aware of an investigation by the Attorney General's Office regarding him and his business as May 2026.

8. Defendant retained counsel in May 2026 and asked counsel to engage with the Attorney General's Office on his behalf.

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ordering his appearance in court and prohibiting Mr. Erwin from having any interaction with the complainants in this case, are sufficient to both ensure Mr. Erwin's continued appearance in this matter and to protect the community.

The State has yet to put forth any evidence suggesting that Mr. Erwin is a flight risk because there is no such evidence. Mr. Erwin is a longtime resident of Barry County where he currently lives with his wife, [redacted], and their children. He has no passport and thus cannot leave the country. He also has no criminal record and no history of failing to appear in court. In fact, Mr. Erwin has been aware of an investigation into him and his business for more than six months, and has made no attempt to flee. Nothing about Mr. Erwin's "character" suggests he is a flight risk or a danger to the community, and his "family ties, … length of [] residence in the community[, and] record of convictions" all weigh in favor of reducing his bond. Rule 33.01(e). Similarly, nothing about the particular "nature and circumstances of the offense[s] charged" in Mr. Erwin's case point to Mr. Erwin posing a flight risk or danger to the community or the complainants.

In addition to determining that the monetary bond condition is necessary, the Court also must consider Mr. Erwin's "ability to pay" the seven-figure cash bond that has been set in this case to justify that amount. Rule 33.01(c), (e). Mr. Erwin has no ability to pay the current $1.3 million cash only bond amount. Mr. Erwin is able to tender $50,000 in cash and believes that is more than sufficient to secure his appearance at all future proceedings in this case. This is far greater than any amount Mr. Erwin would be expected to produce for a surety bond. Should the Court disagree, Mr. Erwin and his wife also own real and personal property valued at approximately $687,000 that they are prepared to pledge as collateral if required. Should the Court determine that a monetary bond condition is necessary under Rule 33.01(c), Mr. Erwin

asks the Court to consider an amount of $50,000 or less, in cash or guaranteed by a surety, or a property bond. Rule 33.01(c)(12)-(15).

CONCLUSION

The Court should modify the current conditions of Mr. Erwin's bond to remove or substantially reduce the $1.3 million cash-only monetary condition.

Respectfully submitted,

LATHROP GPM LLP

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DONALD ERWIN

CERTIFICATE OF SERVICE

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I, hereby certify that on November 11, 2026, I electronically filed a true and correct copy of the foregoing motion with the Clerk of the Court via the Missouri eFiling system, which will automatically send a notice of electronic filing upon all counsel of record.

/s/ Brody Sabor
Attorney for Defendant Donald Erwin

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