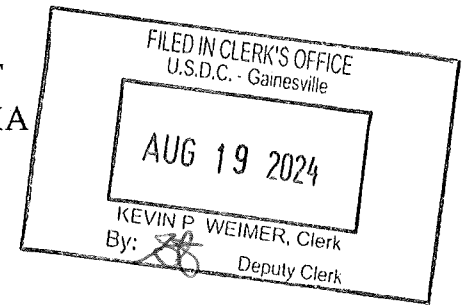


IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
GAINESVILLE DIVISION



UNITED STATES OF AMERICA

v.

MICHAEL MAYFIELD

Criminal Information

No. 2:24-CR-00016

THE UNITED STATES ATTORNEY CHARGES THAT:

Count One
Conspiracy to Commit Wire Fraud

1. Beginning on a date unknown, but at least by in or about December 2016, and continuing through in or about October 2022, in the Northern District of Georgia and elsewhere, the defendant, MICHAEL MAYFIELD, did knowingly and willfully conspire, combine, confederate, agree, and have a tacit understanding with others known and unknown to the Grand Jury, to commit an offense against the United States, that is, to commit wire fraud, in violation of Title 18, United States Code, Section 1343.

Background

2. Mars Wrigley was a privately held company that operated a factory in Flowery Branch, Georgia. Wm. Wrigley, Jr. Company was a subsidiary of Mars Wrigley.

3. The factory created recyclable waste that had value. Various vendors would pay Mars Wrigley for this waste and issue rebates for this waste.

4. Defendant MAYFIELD was employed as the Health Safety Environmental Manager at the Mars Wrigley plant in Flowery Branch. In that role, he oversaw the Health Safety Environmental program and the recycling program.

5. US Waste Industries was a company that managed waste, including recyclable waste, from the Mars Wrigley plant in Flowery Branch. US Waste Industries had sub-vendors who recycled materials and paid rebates for those materials.

6. ASA Safety Supply was a company in Lawrenceville, Georgia, that was a supplier to Mars Wrigley.

7. Flowery Branch Football Touchdown Club was a support group for the Flowery Branch High School football team. Defendant MAYFIELD was an officer and director of the Flowery Branch Football Touchdown Club.

Manner and Means

8. In furtherance of the conspiracy and to accomplish its objectives, the defendant, MICHAEL MAYFIELD, along with others known and unknown, used the following manner and means:

9. Defendant MAYFIELD had a company, WWJ Recycling, licensed to do business in Hall County.

10. Defendant MAYFIELD opened a bank account at Regions Bank ending in 1954 in the name of WWJ Recycling.

11. Defendant MAYFIELD fraudulently directed US Waste Industries and its sub-vendors to direct rebate checks to WWJ Recycling rather than Mars Wrigley.

12. Defendant MAYFIELD deposited these checks into the WWJ Recycling Regions Bank account. These fraudulently obtained checks totaled over \$500,000. Defendant Mayfield used them to pay for over \$100,000 worth of hunting trips, gave over \$80,000 to his church, and wrote over \$200,000 worth of checks to himself.

13. Defendant MAYFIELD also directed Co-Conspirator 1 to create false invoices from ASA to submit to Mars Wrigley. Specifically, ASA purchased items at the direction of defendant MAYFIELD. Co-Conspirator 1 created false invoices that ASA submitted to Mars Wrigley that listed safety supplies, rather than the items that were actually purchased. The actual items that were purchased included football supplies for the Flowery Branch High School football team, such as cleats, clothing, stadium improvements, tickets to a University of Georgia football game, and gift cards. These false invoices totaled over \$199,000 and included a mark up for ASA which totaled over \$75,000.

14. Defendant MAYFIELD also sent invoices from WWJ Recycling to ASA. Co-Conspirator 1 had ASA pay those invoices and then ASA invoiced Mars Wrigley for those invoices plus a mark up, falsely claiming that they were for work done for Mars Wrigley. The WWJ Recycling invoices totaled over \$750,000 and with ASA's markup, the invoices to Mars Wrigley totaled over \$1 million.

Overt Acts

15. In furtherance of the conspiracy and to accomplish its objectives, the defendant, MICHAEL MAYFIELD, along with others known and unknown, committed, and caused to be committed, at least one of the following overt acts:

16. On or about September 27, 2020, the Flowery Branch Football Touchdown Club purchased \$7,029.00 worth of football equipment. On or about July 29, 2020, defendant MAYFIELD emailed Co-Conspirator 1 asking that he invoice Mars Wrigley for those items and falsely claim that the invoice was for FR plastic sheeting. The next day, Co-Conspirator 1 produced a fraudulent invoice totaling \$15,554.75 for FR plastic sheeting and coveralls. These invoices were not for the items listed, but in reality were to cover the cost of the football equipment and add a profit for ASA.

17. On or about April 19, 2022, ASA ordered sweat shirts and pants for the Flowery Branch football team, for a total of \$14,113.55. Co-Conspirator 1 then fraudulently invoiced Mars Wrigley for purported purchases from ASA. These invoices were not for actual items from ASA, but in reality were to cover ASA's cost of the sweat shirts and pants and add a profit for ASA.

18. On or about May 2, 2022, defendant MAYFIELD asked Co-Conspirator 1 whether he could get six tickets to the University of Georgia football game against Vanderbilt. Co-Conspirator 1 said yes and caused the tickets to be purchased for \$1,136.57. Co-Conspirator 1 fraudulently invoiced Mars Wrigley on or about May 26, 2022 for a purported purchase from ASA that totaled

\$2,391.57. This invoice was not for an actual purchase from ASA, but in reality was to cover the cost of the football tickets and add a profit for ASA.

19. On or about September 23, 2022, defendant MAYFIELD emailed Co-Conspirator 1 a WWJ invoice for \$4,925.00. On or about September 26, 2022, ASA sent WWJ Recycling a fraudulent purchase order that purported to be for 65 units of HUS CF0410C Sheeting, for a total of \$4,925.05. Also on or about September 26, 2022, Co-Conspirator 1 sent Mars Wrigley a fraudulent invoice for 65 units of HUS CF0410C Sheeting, for a total of \$7,612.25, which Mars Wrigley paid.

20. On or about September 23, 2022, defendant MAYFIELD bought gift cards from Kroger for a total cost of \$1,059.50. On or about September 27, 2022, Co-Conspirator 1 fraudulently invoiced Mars Wrigley for various equipment totaling \$2,258.49 for purported purchases from ASA. The invoice was not for actual items from ASA, but in reality was to cover the cost of the gift cards and add a profit for ASA.

All in violation of Title 18, United States Code, Section 371.

Forfeiture

21. Upon conviction of the offense alleged in this Information, the defendant, MICHAEL MAYFIELD, shall forfeit to the United States of America, pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), any property, real or personal, which constitutes, or is

derived from, proceeds traceable to the offense, including, but not limited to, the following:

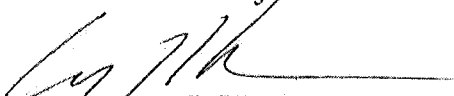
MONEY JUDGMENT: A sum of money in United States currency, representing the amount of proceeds obtained as a result of the offense alleged in Count One of this Information.

22. If, any of the property described above, as a result of any act or omission of the defendant:

- (a) cannot be located upon the exercise of due diligence;
- (b) has been transferred or sold to, or deposited with, a third party;
- (c) has been placed beyond the jurisdiction of the Court;
- (d) has been substantially diminished in value; or
- (e) has been commingled with other property which cannot be divided without difficulty;

the United States intends, pursuant to Title 21, United States Code, Section 853(p), as incorporated by Title 28, United States Code, Section 2461(c), to seek forfeiture of any other property of the defendant up to the value of the forfeitable property.

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