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ORIGINAL

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

UNITED STATES OF AMERICA

v.

AARON WILBERT FREEMAN (01)  
KEVIN ANTONIO FIELDS (02),  
CURTIS JEROME HART (03),  
JASON SANDERS JOSEPH (04),  
ROGER G. CARTHEN (05),  
R. ANDREW CARTHEN (06),  
J. DAVID CARTHEN (07)  
ROBERT FRANK FERGUSON, JR. (08),  
GEORGE BONNER TATE (09)

CRIMINAL INDICTMENT

NO. 4:09-CR-035

18 U.S.C. § 1349  
18 U.S.C. § 1343  
18 U.S.C. § 1956(h)

RLV

THE GRAND JURY CHARGES THAT:

COUNT ONE

18 U.S.C. § 1349

CONSPIRACY TO COMMIT WIRE FRAUD

1. From in or about September 2004 through in or about June 2006, the exact dates being unknown to the Grand Jury, in the Northern District of Georgia and elsewhere, defendants AARON WILBERT FREEMAN, KEVIN ANTONIO FIELDS, CURTIS JEROME HART, JASON SANDERS JOSEPH, ROGER G. CARTHEN, R. ANDREW CARTHEN, J. DAVID CARTHEN, ROBERT FRANK FERGUSON, JR., and GEORGE BONNER TATE, knowingly and willfully combined, conspired, confederated, agreed, and had a tacit understanding with each other, and with other persons known and unknown to the Grand Jury, to devise and participate in a scheme and artifice to defraud TI, Inc., a

corporation that operates a paper mill in Floyd County, Georgia, and for obtaining money from TI by means of material false and fraudulent pretenses, representations, and promises, in violation of Title 18, United States Code, Section 1343.

2. The object and purpose of the conspiracy was for the defendants to enrich themselves by defrauding TI. The conspiracy caused TI to pay timber brokers more than \$4.8 million for tractor-trailer loads of timber that did not exist ("phantom timber loads"), and the defendants received and shared approximately \$4.2 million of that money.

**Manner and Means**

At all times relevant to this indictment,

3. Defendant AARON FREEMAN was an employee of TI who worked in the scale house where tractor-trailers were weighed as they brought loads of timber to the TI paper mill in Floyd County, Georgia. FREEMAN recruited defendant KEVIN FIELDS, a truck driver, to participate in the conspiracy to defraud TI. FIELDS then recruited his father, defendant CURTIS HART, and his friend, defendant JASON JOSEPH, to participate in the conspiracy. FREEMAN also recruited R. ANDREW CARTHERN, ROBERT FRANK FERGUSON, JR., and GEORGE BONNER TATE, who were all truck drivers, to participate in the conspiracy. R. ANDREW CARTHERN then recruited his business partner and father, ROGER G. CARTHERN, to

participate in the conspiracy, and FERGUSON recruited truck owner J. DAVID CARTHERN.

4. The TI paper mill where defendant AARON FREEMAN worked receives tractor-trailer loads of timber twenty-four hours a day. When an in-bound driver reaches the mill, he stops his truck on a scale and a scale house operator -- a "scaler" -- measures the gross weight of the truck and its load. After a driver delivers his timber, he stops on the scale on his way out of the paper mill, and the scaler measures the empty weight or "tare weight" of the truck. TI's computerized scale system then calculates the weight of the driver's timber load, transmits the delivery data by interstate wire to a TI data processing center in Texas, and prints a paper "scale ticket." The scaler gives the scale ticket to the driver, who gives it to his broker as proof of delivery.

5. Every driver delivers timber for a timber broker who has a contract with TI, and TI credits each driver's delivery to his broker's account. TI pays the brokers weekly by interstate wire transfer to the brokers' bank accounts, or in certain cases, by mailing checks. Brokers then pay their drivers by wire transfer or check.

6. Defendant AARON FREEMAN manipulated the TI scale house computer to produce two weight readings for a single delivery of timber to the TI paper mill. Consequently, for a single load,

the TI scale electronically credited the delivery to the driver's broker and printed a scale ticket for the driver, and it also generated an electronic credit and a fictitious scale ticket for the delivery of a phantom timber load. FREEMAN recruited drivers who were able to obtain payment from their brokers for the phantom timber loads. The drivers then shared their payments with FREEMAN.

7. Between in or about September 2004 and continuing until at least June 2006, the exact dates being unknown to the Grand Jury, defendant AARON FREEMAN manipulated the TI scale house computer to (1) credit timber broker C.W. with the delivery of phantom timber loads, and (2) create fictitious scale tickets that defendant KEVIN FIELDS later presented to C.W. to obtain payment for the phantom loads. Consequently, TI paid C.W. approximately \$3.35 million for these phantom loads by interstate wire transfer from Texas to bank accounts that C.W. maintained outside of Texas. C.W. then paid FIELDS approximately \$2.9 million for the phantom loads in checks that ranged in amounts from a few thousand dollars to more than \$100,000. FIELDS deposited these checks in his various bank accounts, then withdrew cash, which he shared with FREEMAN.

8. To obtain cash from his deposits, conceal the conspiracy to defraud TI, and evade the currency transaction

reporting requirements of Title 31, United States Code, Section 5313(a) and the regulations promulgated thereunder, defendant KEVIN FIELDS frequently engaged in structured withdrawals of amounts of cash less than \$10,000.

9. In or about April 2005, defendant KEVIN FIELDS recruited defendant JASON SANDERS JOSEPH to join the conspiracy. Between in or about April 2005 and in or about September 2005, defendant AARON FREEMAN manipulated the TI scale house computer to (1) credit timber broker C.W. with the delivery of phantom timber loads, and (2) create fictitious scale tickets that defendant JASON JOSEPH later presented to C.W. to obtain payment for the phantom loads. Consequently, TI paid C.W. approximately \$910,000 for these phantom timber loads by interstate wire transfer from Texas to bank accounts that C.W. maintained outside of Texas. C.W. then paid JOSEPH approximately \$780,000 for the phantom timber loads in checks that ranged in amounts from a few thousand dollars to more than \$100,000.

10. Pursuant to his agreement to participate in the conspiracy, defendant JASON JOSEPH kept 15 percent of the money he received from C.W. as personal spending money, and he set aside another 20 percent to pay his income taxes. JOSEPH then gave defendant KEVIN FIELDS the remaining 65 percent of the money, which FIELDS shared with defendant AARON FREEMAN.

11. Between in or about September 2004, and continuing until in or about June 2005, the exact dates being unknown to the Grand Jury, defendant AARON FREEMAN manipulated the TI scale house computer to (1) credit timber broker B&B with the delivery of phantom timber loads, and (2) create fictitious scale tickets that defendant CURTIS HART later presented to B&B to obtain payment for the phantom loads. Consequently, TI paid B&B approximately \$136,000 for these phantom loads by interstate wire transfer from Texas to bank accounts that B&B maintained outside of Texas. B&B then paid HART approximately \$111,000 for the phantom loads in checks that ranged in amounts from a few thousand dollars to more than \$10,000. HART then cashed these checks.

12. In December 2004, defendant CURTIS HART told B&B personnel that his son, defendant KEVIN FIELDS, was using HART's driver's credentials to deliver the timber to TI, and he asked B&B to make its checks payable to FIELDS. On or about December 16, 2004, B&B issued FIELDS a check for approximately \$16,256.53 for phantom timber loads that defendant AARON FREEMAN's manipulation of the TI scale house computer had caused TI to credit to B&B. Thereafter, B&B returned to writing checks to HART because it had a contract with him and not FIELDS.

13. Between in or about August 2004 and continuing until at least October 2005, the exact dates being unknown to the Grand Jury, defendant AARON FREEMAN manipulated the TI scale house computer to (1) credit timber brokers L.T. or W.C.P. with the delivery of phantom timber loads, and (2) create fictitious scale tickets that he gave to defendant R. ANDREW CARTHERN, who gave them to his business partner and father, defendant ROGER G. CARTHERN. ROGER CARTHERN later presented the fictitious tickets to L.T. or W.C.P. to obtain payment for the phantom loads. Consequently, TI paid L.T. or W.C.P. for these phantom timber loads by interstate wire transfer from Texas to bank accounts that L.T. and W.C.P. maintained outside of Texas. L.T. and W.C.P. then paid ROGER CARTHERN approximately \$313,000 for the phantom loads in checks that ranged in amounts from a few thousand dollars to more than \$11,000. ROGER CARTHERN cashed these checks and shared the money with ANDREW CARTHERN and FREEMAN.

14. Between in or about July 2003 and continuing until at least January 2005, the exact dates being unknown to the Grand Jury, defendant AARON FREEMAN manipulated the TI scale house computer to (1) credit timber broker L.T. with the delivery of phantom timber loads, and (2) create fictitious scale tickets that he gave to defendant ROBERT FRANK FERGUSON, JR., who gave

them to defendant J. DAVID CARTHERN, who owned the timber truck that FERGUSON drove. DAVID CARTHERN then presented the fictitious scale tickets to timber broker P.P., which presented them to L.T. Consequently, TI paid for these phantom timber loads by interstate wire transfer from Texas to bank accounts that L.T. maintained outside of Texas. L.T. then paid P.P., which then paid DAVID CARTHERN approximately \$112,000 for the phantom timber loads. DAVID CARTHERN then shared this money with FERGUSON and FREEMAN.

15. Between in or about December 2004 and continuing until at least March 2006, the exact dates being unknown to the Grand Jury, defendant AARON FREEMAN manipulated the TI scale house computer to (1) credit timber brokers L.T. or E.T. with the delivery of phantom timber loads, and (2) create fictitious scale tickets that he gave to defendant GEORGE BONNER TATE, who later presented them to L.T. or E.T. to obtain payment for the phantom loads. Consequently, TI paid L.T. or E.T. for the phantom loads by interstate wire transfer from Texas to bank accounts that L.T. and E.T. maintained outside of Texas. L.T. and E.T. then paid TATE approximately \$160,000 for the phantom loads in checks that ranged in amounts from a few thousand dollars to more than \$8,000. TATE cashed these checks and shared the money with

FREEMAN.

All in violation of Title 18, United States Code, Section 1349.

COUNTS TWO-ELEVEN  
18 U.S.C. § 1343  
WIRE FRAUD

16. The Grand Jury re-alleges and incorporates by reference the allegations set forth in paragraphs 2 through 15.

17. On or about the dates listed below, in the Northern District of Georgia, defendants AARON WILBERT FREEMAN and KEVIN ANTONIO FIELDS, aided and abetted by each other, and for the purpose of executing and carrying out the scheme to defraud TI charged above, did knowingly and willfully cause to be transmitted, by means of wire communication in interstate commerce, certain signs, signals and sounds, specifically, FREEMAN caused the TI scale house computer to credit FIELDS for delivering phantom loads of timber for C.W., which caused TI to transfer funds via interstate wire transfers from its data processing center in Texas to bank accounts that C.W. maintained outside of Texas, thereby causing C.W. to issue checks payable to

KEVIN FIELDS in the amounts listed below:

COUNT	APPROXIMATE DATE TI WIRED PAYMENT TO C.W.	CHECK C.W. PAID TO KEVIN FIELDS
2.	January 28, 2005	\$66,302.53
3.	March 18, 2005	\$87,839.40
4.	October 21, 2005	\$90,696.70
5.	October 28, 2005	\$95,296.69
6.	November 4, 2005	\$92,943.02
7.	November 11, 2005	\$101,779.77
8.	November 18, 2005	\$84,573.82
9.	December 30, 2005	\$99,091.70
10.	January 13, 2006	\$102,227.57
11.	February 10, 2006	\$82,020.32

All in violation of Title 18, United States Code, Sections 1343 and 2.

**COUNTS TWELVE-FIFTEEN**  
**18 U.S.C. § 1343**  
**WIRE FRAUD**

18. The Grand Jury re-alleges and incorporates by reference the allegations set forth in paragraphs 2 through 15.

19. On or about the dates listed below, in the Northern District of Georgia, defendants AARON WILBERT FREEMAN, KEVIN ANTONIO FIELDS, and CURTIS JEROME HART, aided and abetted by each other, and for the purpose of executing and carrying out the scheme to defraud TI charged above, did knowingly and willfully cause to be transmitted, by means of wire communication in

interstate commerce, certain signs, signals and sounds, specifically, FREEMAN caused the TI scale house computer to credit HART for delivering phantom loads of timber for B&B, which caused TI to transfer funds via interstate wire transfers from its data processing center in Texas to bank accounts that B&B maintained in Georgia, thereby causing B&B to issue checks payable to HART in the amounts listed below:

COUNT	APPROXIMATE DATE TI WIRED PAYMENT TO B&B	CHECK B&B PAID TO CURTIS HART
12.	December 3, 2004	\$11,719.19
13.	December 10, 2004	\$16,256.53
14.	February 18, 2005	\$8,395.21
15.	March 18, 2005	\$9,179.53

All in violation of Title 18, United States Code, Sections 1343 and 2.

**COUNTS SIXTEEN-NINETEEN**  
**18 U.S.C. § 1343**  
**WIRE FRAUD**

20. The Grand Jury re-alleges and incorporates by reference the allegations set forth in paragraphs 2 through 15.

21. On or about the dates listed below, in the Northern District of Georgia, defendants AARON WILBERT FREEMAN, KEVIN ANTONIO FIELDS, and JASON SANDERS JOSEPH, aided and abetted by each other, and for the purpose of executing and carrying out the

scheme to defraud TI charged above, did knowingly and willfully cause to be transmitted, by means of wire communication in interstate commerce, certain signs, signals and sounds, specifically, FREEMAN caused the TI scale house computer to credit JOSEPH for delivering phantom loads of timber for C.W., which caused TI to transfer funds via interstate wire transfers from its data processing center in Texas to bank accounts that C.W. maintained outside of Texas, thereby causing C.W. to issue checks payable to JOSEPH in the amounts listed below:

COUNT	APPROXIMATE DATE TI WIRED PAYMENT TO C.W.	CHECK C.W. PAID TO JASON JOSEPH
16.	April 29, 2005	\$36,566.70
17.	June 10, 2005	\$63,660.51
18.	June 24, 2005	\$58,530.37
19.	July 29, 2005	\$103,302.06

All in violation of Title, 18, United States Code, Sections 1343 and 2.

**COUNT TWENTY**  
**18 U.S.C. § 1956(h)**  
**MONEY LAUNDERING CONSPIRACY**

22. The Grand Jury re-alleges and incorporates by reference the allegations set forth in paragraphs 2 through 15.

23. Beginning in or about September 2004, and continuing until at least June 2006, the exact dates being unknown to the

Grand Jury, in the Northern District of Georgia and elsewhere, defendants AARON WILBERT FREEMAN, KEVIN ANTONIO FIELDS, and JASON SANDERS JOSEPH knowingly combined, conspired, confederated, agreed, and had a tacit understanding with each other to commit money laundering by engaging and attempting to engage in monetary transactions in criminally derived property that had a value of greater than \$10,000, that is, the deposit, withdrawal, transfer, and exchange, in or affecting interstate or foreign commerce, of monetary instruments, including U.S. currency, personal checks, bank checks, and money orders, by, through, or to a financial institution, such property having been derived from specified unlawful activities, specifically, the conspiracy to commit wire fraud described in paragraphs 2 through 15 above and the wire fraud offenses charged in Counts Two-Eleven and Sixteen-Nineteen above, in violation of Title 18, United States Code, Section 1956(h). On or about the dates listed below, the defendants knowingly engaged in the monetary transactions in criminally derived property as follows:

Date	Monetary Transaction
9/30/2004	Defendant FIELDS withdrew \$14,529 in cash from account XXXX5890 at Farmers' Bank in Forsyth, Georgia.
4/22/2005	Defendant FIELDS withdrew \$12,500 in cash from account XX8207 at the Monroe County Bank in Forsyth, Georgia.

4/26/2005	Defendant FIELDS withdrew \$54,451 in cash from account XX8207 at the Monroe County Bank in Forsyth, Georgia.
August 2-8, 2005	Defendant JOSEPH gave FIELDS a share of proceeds from the scheme to defraud by paying FIELDS with a check for \$35,120 on August 2, 2005. Six days later, FIELDS deposited the check into his Robins Federal Credit Union account number XX5199 in Warner Robbins, Georgia.
5/22/2006	Defendant FIELDS purchased a BB&T certificate of deposit in the amount of \$850,000 with proceeds from his BB&T account number XXXX3645.
8/31/2006	Defendant FIELDS redeemed his BB&T certificate of deposit and received \$851,326.93.

All in violation of Title 18, United States Code, Section 1956(h).

**FORFEITURE PROVISION**

24. The allegations contained in Counts One through Twenty of this Indictment are hereby re-alleged and incorporated by reference for the purpose of alleging forfeitures pursuant to Title 18, United States Code, Section 981(a)(1)(A) and (C) and Title 28, United States Code, Section 2461(c).

25. Upon conviction of the offense(s) in violation of Title 18, United States Code, Sections 1343, 1349, and 1956(h) set forth in Counts One through Twenty of this Indictment, the defendants 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 offenses in Counts One through Nineteen and pursuant to Title 18, United States Code, Section 981(a)(1)(A) and Title 28, United States Code, Section 2461(c), any property, real or personal, which is involved in a transaction or attempted transaction in violation of Count Twenty, or any property traceable to such property.

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

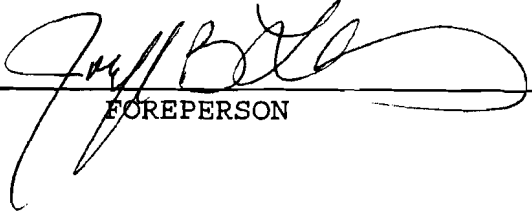
- a. cannot be located upon the exercise of due diligence;
  - b. has been transferred or sold to, or deposited with, a third party;
  - c. has been placed beyond the jurisdiction of the court;
  - d. has been substantially diminished in value;
- or
- e. has been commingled with other property which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

the United States of America shall be entitled to forfeiture of substitute property pursuant to Title 21, United States Code, Section 853(p), as incorporated by Title 28, United States Code,


Section 2461(c).


All pursuant to 18 U.S.C. § 981(a)(1)(A) and (C) and 28  
U.S.C. § 2461(c).

A TRUE BILL

  
FOREPERSON

SALLY QUILLIAN YATES  
ACTING UNITED STATES ATTORNEY

  
WILLIAM G. TRAYNOR  
ASSISTANT UNITED STATES ATTORNEY  
Georgia Bar No. 716634

  
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