

FILED

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TENNESSEE
CHATTANOOGA

MAR 27 2015

Clerk, U. S. District Court
Eastern District of Tennessee
At Chattanooga

UNITED STATES OF AMERICA)
)
v.)
)
TROY SCOT CARTER)

1:15-cr-36
Judge Collier Carter

INFORMATION

GENERAL ALLEGATIONS AND THE SCHEME TO DEFRAUD

THE UNITED STATE ATTORNEY CHARGES:

A. AT ALL TIMES RELEVANT TO THIS INFORMATION:

1. The Church of God International Offices (hereinafter Headquarters) located in Cleveland, Tennessee, was the headquarters for the "Church of God." The Headquarters operated as the governing body for approximately 36,000 Church of God congregations throughout the world. The Headquarters' responsibilities included, among numerous other responsibilities, the management and operation of Church of God conventions that occurred every two years. Pastors from different congregations throughout the world attended these conventions. One such convention, relevant to this Information, was the Church of God 74th International General Assembly, which was a convention held by the Church of God in Orlando, Florida on July 27-30, 2010. (hereinafter: 2010 Convention.)

2. In order to manage the biannual conventions, the Headquarters hired the defendant, TROY SCOT CARTER, as a salaried employee to work as the Director of Communications. The defendant's responsibilities included assisting in the convention site selections, conducting business with numerous vendors including the hotels and conventions centers, and conducting

business with the audio-visual companies that handled sound and visual presentations at the conventions.

3. Scot Carter Productions, LLC, was a limited liability corporation, formed under the laws of Tennessee and owned by the defendant, TROY SCOT CARTER, which had a stated business purpose of providing audio-visual services.

4. Majestic Productions, Inc., was a corporation, incorporated under the laws of Indiana, owned by R.B., which had a stated business purpose of providing audio-visual services.

5. "Empowered 21" was a conference conducted in Tulsa, Oklahoma at the Oral Roberts University Mabee Center on April 8, 2010, and was not associated with the Church of God.

B. THE SCHEME

6. From in or about January, 2010, until in or about December 2012, in the Eastern District of Tennessee and elsewhere, the defendant, TROY SCOT CARTER, devised and intended to devise a scheme and artifice and for obtaining money and property by materially false and fraudulent pretenses, representations, and promises. It was the purpose of the scheme to defraud that the defendant, TROY SCOT CARTER, would embezzle money from the Church of God by various devices, including by presenting false and fabricated bills to the Church of God for audio-visual services that claimed funds the Church of God did not owe.

7. It was part of the scheme to defraud that the defendant, TROY SCOT CARTER, on his own and outside the scope of his employment with the Church of God, obtained a contract to provide audio-visual services for the Empowered 21 conference conducted in Tulsa, Oklahoma at the Oral Roberts University Mabee Center on April 8, 2010. It was further a part of the scheme to defraud that the defendant sub-contracted the actual work of providing the services to

Majestic Productions, Inc., located in Indiana. Majestic was unaware of the scheme and did not participate in the scheme.

8. It was further a part of the scheme to defraud that the defendant, TROY SCOT CARTER, and officials with Empowered 21 (who were unaware of and did not participate in the scheme) agreed on a total price of \$211,420. The defendant and Majestic agreed the defendant would receive \$44,520 and Majestic would receive \$166,900.

9. It was further a part of the scheme to defraud, that the defendant, TROY SCOT CARTER, only paid Majestic \$66,900, not the \$166,900 he rightfully owed them under the contract. In order to pay the remaining \$100,000 to Majestic, the defendant submitted a fraudulent and falsely made bill for \$100,000 to the Church of God purporting to be for a down payment owed to Majestic. The fraudulent bill falsely claimed that Majestic required a \$100,000 down payment for work Majestic intended to do for the Church of God in 2010. In fact, Majestic was to perform services for the Church of God in 2010, but did not require this down payment and the \$100,000 never became part of Majestic's actual bill.

10. It was further of the scheme that the defendant's presentation of the false bill to the Church of God caused the Church of God to send a security, that is a check, in the amount of \$100,000 to Majestic and thereby permitted the defendant, TROY SCOT CARTER, to retain \$100,000 he had received from Empowered 21, money to which he was not entitled.

COUNT 1

INTERSTATE TRANSPORTATION OF SECURITIES TAKEN BY FRAUD

11. Paragraphs 1 through 10 of this Information are hereby realleged and incorporated by reference as if fully alleged herein.


12. On or about May 28, 2010, in the Eastern District of Tennessee and elsewhere, the defendant, TROY SCOT CARTER, did unlawfully transport and cause to be transported in

interstate commerce from the State of Tennessee to the State of Indiana, securities taken by fraud, that is, a check directing the payment of \$100,000, a value of \$5,000 or more, to Majestic Productions, knowing the same to have been taken by fraud.

All in violation of Title 18, United States Code, §§ 2314 and 2.

WILLIAM C. KILLIAN
UNITED STATES ATTORNEY

By:



James T. Brooks
Assistant U.S. Attorney