

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA	:	Criminal No. 09 -
	:	
v.	:	18 U.S.C. §§ 1341 and 1343
	:	
TERENCE MAYFIELD	:	
	:	

INFORMATION

The defendant having waived in open court prosecution by indictment, the Acting United States Attorney for the District of New Jersey, charges:

I. THE RELEVANT PARTIES AND ENTITIES

1. At all times relevant to this Information:

a. **TERENCE MAYFIELD** - Defendant TERENCE MAYFIELD was a resident of New Jersey, Georgia, California and other states while maintaining his primary residence in Phoenixville, Pennsylvania.

b. **4 LIFE LLC** - The company 4 Life, LLC ("4 Life") was a Delaware limited liability company with offices in Phoenixville, Pennsylvania. Defendant TERENCE MAYFIELD was the owner and operator of 4 Life. 4 Life conducted business and had clients in New Jersey, Georgia, Virginia, Pennsylvania, Colorado, Connecticut, and other states.

c. **THE CHURCH OF GRACE AND PEACE** - The Church of Grace and Peace was a church located at 1563 Old Freehold Road in

Toms River, New Jersey (hereinafter the "Church").

d. **THE SUNTRUST BANK ACCOUNT** - The Suntrust Bank account number XXXXXXXXX3412 (hereinafter, the "SunTrust Account") was a checking account held in the name of 4 Life, LLC. Although maintained in the name of 4 Life, LLC, the SunTrust Account was controlled by defendant TERENCE MAYFIELD.

e. **4 LIFE "VISION COACHES"** - The 4 Life "Vision Coaches" were individuals who assisted defendant TERENCE MAYFIELD's efforts to identify, solicit, and recruit investors. 4 Life Vision Coaches were either: (i) individuals who worked for defendant TERENCE MAYFIELD prior to November 2006; or (ii) Church members who assisted him during and after November 2006.

2. In or about November 2006, defendant TERENCE MAYFIELD spoke to members of the Church about a program he had developed that would purportedly help Church members eliminate debt and build wealth. Defendant TERENCE MAYFIELD referred to this program as the "My Home Banc" program. Defendant TERENCE MAYFIELD spoke specifically about methods of building wealth through the My Home Banc program by, among other ways: (1) investing in income-generating real estate and (2) investing in distressed real estate (which defendant TERENCE MAYFIELD referred to as "foreclosure bailouts").

3. In fact, from at least as early as in or about November 2006 through in or about July 2008, defendant TERENCE MAYFIELD

knowingly and willfully devised and intended to devise a scheme and artifice to defraud, and for obtaining money and property by means of materially false and fraudulent pretenses, representations, and promises.

4. Defendant TERENCE MAYFIELD used the My Home Banc program to execute the scheme and artifice to defraud in the following two ways:

a. soliciting investors to invest in "income-generating" real estate when, in reality, no such real estate investments existed nor did defendant TERENCE MAYFIELD intend to make such investments (the "Real Estate Investment Scheme"); and

b. soliciting investors and homeowners to participate in foreclosure bailouts where defendant TERENCE MAYFIELD would maintain funds in an escrow account for the benefit of the investor and homeowner when in reality, defendant TERENCE MAYFIELD never intended to maintain any such escrow accounts (the "Foreclosure Bailout Scheme").

5. Rather than using the funds he received from investors or homeowners for the funds' intended purpose and for the purposes he represented, defendant TERENCE MAYFIELD used the funds to: (a) refund money he had received from earlier real estate "investors;" (b) pay his expenses related to continuing the scheme to defraud; and (c) pay his personal expenses

including gas, food, clothing, personal items, leisure travel, school tuition for his children, and rent for his family's home.

II. MEANS AND METHODS OF THE SCHEME AND ARTIFICE TO DEFRAUD

A. The Real Estate Investment Scheme

6. Soon after defendant TERENCE MAYFIELD first spoke to members of the Church, beginning in or about November 2006, defendant TERENCE MAYFIELD, individually and through the 4 Life Vision Coaches, began soliciting money from Church members and holding meetings at the Church and elsewhere. At these meetings defendant TERENCE MAYFIELD portrayed himself as an investment advisor and represented that investing in income-generating real estate would help investors eliminate debt and generate wealth.

7. Defendant TERENCE MAYFIELD required each potential investor to pay between approximately \$1,000 to \$1,500 as an "entry fee" to the My Home Banc program. In exchange for the "entry fee," potential investors received an information packet describing the "My Home Banc" program, an evaluation and analysis of their personal finances, and the opportunity to discuss real estate investment opportunities with defendant TERENCE MAYFIELD.

8. After paying the "entry fee", potential investors met individually with defendant TERENCE MAYFIELD regarding real estate investment opportunities. In verbal communications with potential investors, defendant TERENCE MAYFIELD made numerous

representations about investing in real estate through the My Home Banc program, including:

a. that, as part of the My Home Banc program, defendant TERENCE MAYFIELD would identify and provide the potential investor with information about properties that were available for purchase and that the properties were income-generating, meaning that the properties would generate positive cash flow for the potential investor;

b. in order to start investing, the potential investor had to provide investment funds directly to defendant TERENCE MAYFIELD. Only after the investor gave defendant TERENCE MAYFIELD the investment funds would he begin working to identify a suitable investment property for the investor;

c. after defendant TERENCE MAYFIELD identified a suitable investment property, he would work on behalf of the investor to facilitate the purchase of the property; and

d. the investment funds provided to defendant TERENCE MAYFIELD and 4 Life would be maintained in an escrow account and remain there pending the identification and purchase of a suitable investment property.

9. In some instances, defendant TERENCE MAYFIELD encouraged potential investors who did not have cash available to invest through the My Home Banc program to obtain the cash needed to invest by refinancing their homes. To this end, defendant

TERENCE MAYFIELD arranged for potential investors to use a particular mortgage broker who could arrange home refinancings that would allow potential investors to convert the equity in their homes into cash that the potential investors could then invest through the My Home Banc program.

10. In reality, defendant TERENCE MAYFIELD had no intention of identifying or facilitating the purchase of investment properties on behalf of the vast majority of the investors. Defendant TERENCE MAYFIELD did, however, help two of the earliest investors identify and arrange for the purchase of an investment property in Charlotte, North Carolina, the purpose being to generate enthusiasm among others for this fraudulent investment scheme. The subsequent investors, however, never purchased investment properties and neither TERENCE MAYFIELD nor 4 Life purchased any investment property or real estate with any of the investors' funds. Moreover, the invested funds provided to TERENCE MAYFIELD or 4 Life were not maintained in an escrow account as defendant TERENCE MAYFIELD represented, but in the SunTrust Account. The defendant TERENCE MAYFIELD used the funds from the SunTrust Account not to invest, but rather for his own benefit as described in Paragraph 5 above.

11. After receiving numerous requests for refunds and inquiries from investors, beginning as early as in or about June 2007 and continuing through in or about June 2008, defendant

TERENCE MAYFIELD made several promises to repay investors (including executing and mailing promissory notes to the attorney representing certain investors in which TERENCE MAYFIELD promised to repay invested funds), made sporadic payments to investors under the terms of the promissory notes, and made numerous misrepresentations to investors about the status of their investment funds all in an attempt to lull investors and continue the scheme.

12. Through this scheme, defendant TERENCE MAYFIELD fraudulently obtained in excess of \$1,000,000 from numerous investors, including B.G. and G.G., P.W., C.T. and R.T., J.M., B.A., M.M., G.H and M.H., A.G. and R.G., and P.A.W., among others.

B. The Foreclosure Bailout Scheme

13. Beginning in or about May 2007 through in or about March 2008, after meeting P.A.W. during a meeting at the Church, defendant TERENCE MAYFIELD solicited P.A.W. to invest in the My Home Banc program through investment opportunities defendant TERENCE MAYFIELD referred to as "foreclosure bailouts." Defendant TERENCE MAYFIELD referred to these transactions as "foreclosure bailouts" because the properties P.A.W. would purportedly be investing in were owned by homeowners who were at risk of losing their homes to foreclosure.

14. To induce P.A.W. to invest in a "foreclosure bailout," defendant TERENCE MAYFIELD made certain representations about the investment, including the following:

a. defendant TERENCE MAYFIELD had identified three homeowners who were experiencing financial difficulty and were at risk of losing their homes to foreclosure. Each homeowner (hereinafter the "Homeowner"), however, had equity in his or her home, but was unable to access the home's equity through the conventional credit markets;

b. as part of the investment, P.A.W. would purchase the Homeowner's home at the appraised value;

c. at the closing of the home purchase transaction:
(i) title to the home would be transferred from the Homeowner to P.A.W.; (ii) P.A.W. and the Homeowner would enter into a two-year lease in which P.A.W. would agree to rent the home back to the Homeowner; (iii) the Homeowner would use a portion of the proceeds of the home sale to pay off the balance of the home's existing mortgage, pay P.A.W. an "investment fee," and pay defendant TERENCE MAYFIELD a "broker's fee" as compensation for brokering the transaction; (iv) the Homeowner would place another portion of the sale's proceeds (specifically, two years' worth of rent payments) into an escrow account; and finally; (v) the Homeowner would provide the remaining sale's proceeds to defendant TERENCE MAYFIELD so that he could pay off certain of

the Homeowner's other debts and invest in income-generating real estate on his behalf;

d. as part of brokering the sale between P.A.W. and the Homeowner, defendant TERENCE MAYFIELD would establish and maintain the escrow account;

e. the funds in the escrow account would serve as security for P.A.W. should the Homeowner fail to pay rent during the two-year lease; and

f. at the end of the two-year lease, the Homeowner would repurchase the home from P.A.W. using the unused portion of the escrowed funds as the source of the Homeowner's down payment.

15. As part of the scheme and artifice, to induce a Homeowner to agree to the "foreclosure bailout," defendant TERENCE MAYFIELD made substantially the same representations to the Homeowners with two significant exceptions: (a) rather than serving as security for P.A.W. and a source of funds the Homeowner could use to repurchase the home, the funds in the escrow accounts would be "drawn down" on a monthly basis and used to pay P.A.W. the Homeowner's monthly rent payments; and (b) at the end of the two-year lease – and after the Homeowner had had an opportunity to save money for a down payment – the Homeowner would have the opportunity to repurchase the home from P.A.W.

16. At the direction of defendant TERENCE MAYFIELD, at the closing of the "foreclosure bailout" transactions, each Homeowner

either wire transferred funds or directly deposited funds intended to be maintained in an escrow account by defendant TERENCE MAYFIELD into the SunTrust Account.

17. In fact, defendant TERENCE MAYFIELD never established escrow accounts as part of any "foreclosure bailout" transaction and never intended to use any other funds he received from the transactions to pay the debts of or invest on behalf of, the Homeowners. Rather, defendant TERENCE MAYFIELD used the funds from the Homeowners intended as escrow funds for his own benefit as described in Paragraph 5 above.

18. Through this scheme, defendant TERENCE MAYFIELD obtained a total of more than \$75,000 from Homeowners C.M., N.C., and G.J. and C.J.

COUNT ONE - MAIL FRAUD
(18 U.S.C. § 1341)

19. Paragraphs 1 through 12 of this Information are repeated and realleged as if set forth in full herein.

20. On or about March 3, 2008, in the District of New Jersey, and elsewhere, the defendant,

TERENCE MAYFIELD,

having devised the above-described scheme and artifice to defraud and to obtain money and property by means of materially false and fraudulent pretenses, representations and promises, for the purpose of executing and in order to effect the scheme and artifice to defraud and to obtain money and property, did

knowingly and willfully place and cause to be sent, delivered and moved by the United States Postal Service, certain mail matter, namely a promissory note executed by defendant TERENCE MAYFIELD, individually and on behalf of 4 Life, and B.G. and G.G., mailed from defendant TERENCE MAYFIELD to the attorney of B.G. and G.G., in order to lull B.G. and G.G. into thinking that defendant TERENCE MAYFIELD would refund their investment funds, while in fact he intended to continue the scheme and artifice to defraud.

In violation of Title 18, United States Code, Section 1341.

COUNT TWO - WIRE FRAUD
(18 U.S.C. § 1343)

21. Paragraphs 1 through 5 and 13 through 18 of this Information are repeated and realleged as if set forth in full herein.

22. On December 31, 2007, in the District of New Jersey, and elsewhere, the defendant,

TERENCE MAYFIELD,

having devised the above-described scheme and artifice to defraud and to obtain money and property by means of materially false and fraudulent pretenses, representations and promises, for the purpose of executing and in order to effect the scheme and artifice to defraud and to obtain money and property, did knowingly cause to be transmitted in interstate commerce writings, signs, and sounds, that is, he caused Homeowners G.J. and C.J. to transmit by wire transfer \$98,800 from New Jersey

into the SunTrust Account (through SunTrust Bank's Central Wire Office in Florida), at defendant TERENCE MAYFIELD's direction.

In violation of Title 18, United States Code, Sections 1343.

RALPH J. MARRA, JR.
Acting United States Attorney

CASE NUMBER: 2005R00553

**United States District Court
District of New Jersey**

**UNITED STATES OF AMERICA
v.
TERENCE MAYFIELD**

INFORMATION FOR

Title 18 United States Code
Sections 1341 and 1343

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