

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF FLORIDA
PANAMA CITY DIVISION**

UNITED STATES OF AMERICA

v.

Case No. 5:20cr28-MW/MJF-2

JOSEPH ADAM ALBRITTON,

Defendant.

_____ /

STATEMENT OF FACTS

The Defendant, **JOSEPH ADAM ALBRITTON**, admits that if this case were to proceed to trial, the government could prove the following beyond a reasonable doubt.

1. The City of Lynn Haven (“City”) is a municipality in Bay County, Florida, and incorporated under the laws of the State of Florida.
2. Erosion Control Specialists (“ECS”) was incorporated in the State of Florida on May 10, 2011. David Mitchelle White (“D. White”) was listed as a director of ECS.
3. On October 10, 2018, Hurricane Michael caused severe damage to public and private property, public utilities, public buildings, public communications systems, public streets and roads, and public drainage systems within the City.

FILED IN OPEN COURT THIS
9/24/2021
CLERK, U. S. DISTRICT
COURT, NORTH. DIST. FLA. *KOW*

4. On or about October 22, 2018, the City entered into a contract with ECS for hurricane clean up. Thereafter, D. White, the City Manager Michael White (“M. White”), and others, perpetrated a scheme to defraud Lynn Haven by ECS falsely billing the City for work performed at the residences of public officials and that of their family members.

5. On or about October 22, 2018, **ALBRITTON** made a one-year contract with the City, effective October 15, 2018. The contract required **ALBRITTON** to provide professional legal services and perform other related duties to the City and its employees as specified in the agreement. As the city attorney, **ALBRITTON** was an agent of the City, and had a fiduciary duty to act in the best interests of the City and its citizens.

6. Between on or about October 22, 2018, and October 24, 2018, **ALBRITTON** directed D. White to have ECS provide debris removal and repairs to his personal residence and another private residence. **ALBRITTON** sent text messages on October 23, 2018 to D. White for this purpose and also requested an invoice. These services were valued at approximately \$25,000, but were billed by ECS to, and paid by, Lynn Haven, in invoices that falsely claimed services were provided for public areas in Lynn Haven.

7. On November 12, 2018, a false invoice for hurricane clean-up in the amount of \$527,512.65 was submitted to Lynn Haven by D. White and ECS that falsely claimed work by ECS was done at a cemetery and at sports complexes during a seven-day period. Instead of doing the work at the locations described, ECS workers conducted debris removal and clean-up at the private residences of **ALBRITTON** and another person. The work on these private residences was concealed by D. White and not reported in the invoices, and no supporting documents to the invoice were provided. This invoice was included in the payment of three invoices to ECS in a Lynn Haven check issued to ECS on November 15, 2018, totaling \$1,288,716.54. This check was deposited into ECS' bank account which resulted in a wire transfer of funds through the Federal Reserve Bank

8. **ALBRITTON** requested and obtained from ECS an invoice for some of the services provided at his residence. **ALBRITTON** subsequently submitted this invoice to his insurance company and thereby falsely claimed that he paid the ECS invoice for debris removal and repairs and requested reimbursement from the insurance company.

9. In late October or early November 2018, **ALBRITTON** discussed with D. White expanding the work that ECS was performing for Lynn Haven, to include the pick-up of residential trash in Lynn Haven. **ALBRITTON** drafted a supplemental agreement between Lynn Haven and ECS authorizing ECS

to assist Lynn Haven in the removal of residential trash. This “task order” authorized payment to ECS at a rate of no more than \$300.00 per hour, per crew, for removal of trash. The task order stated that it would terminate upon notice by Lynn Haven, but was not to exceed 45 days from the effective date (October 15, 2018). In exchange for things of value from ECS and D. White, including cash payments, **ALBRITTON** backdated the effective date of this “task order” to October 15, 2018. **ALBRITTON** agreed to accept, and did accept, these things of value from D. White with the intent that he would be influenced in the performance of official acts for the City.

10. Thereafter, on November 8, 2018, **ALBRITTON** sent cell phone text messages to D. White requesting that D. White come and sign the task order that **ALBRITTON** had drafted. The City Manager and D. White executed an “Exhibit A – Task order 18-001” under the supplemental agreement described above, authorizing ECS to charge Lynn Haven for residential trash pick-up, thus enabling ECS to bill Lynn Haven for residential trash pick-up that had not been performed by ECS during October 2018.

11. On November 9, 2018, **ALBRITTON** sent an email to City Manager M. White and co-defendant Anderson that the trash pick-up work order did not require approval by the Commission, as it confirmed a verbal task order

approved by Anderson and M. White in October. The trash pick-up task order was then removed from the agenda for approval by the Lynn Haven Commission.

12. On November 13, 2018, a false invoice for hurricane clean-up in the amount of \$332,387.76 was submitted to Lynn Haven by D. White and ECS that falsely claimed trash pick-up was conducted by ECS during a fourteen-day period starting on October 18, 2018. No documentation was submitted in support of this invoice. The claimed trash pick-up did not occur, and there was no record of any trash being dumped at the Bay County refuse location, nor did City Manager M. White obtain approval from Bay County for ECS to use the account of Lynn Haven to dump items at the Bay County facility until at least October 31, 2018. This invoice was included in the payment of three invoices to ECS in a Lynn Haven check issued to ECS on November 15, 2018, totaling \$1,288,716.54.

13. On or about November 28, 2018, D. White sent a text message to **ALBRITTON**. The message read “\$\$\$.” Thereafter, **ALBRITTON** met with D. White. During the meeting, D. White provided **ALBRITTON** with a monetary bribe.

14. Between November 28, 2018, and January 25, 2019, D. White and ECS submitted five invoices for hurricane clean-up in the amounts of \$135,445.03, \$185,503.17, \$481,215.24, \$479,020.68, and \$216,771.24. These invoices were paid by Lynn Haven despite the claimed work of ECS occurring after the

expiration of the trash agreement on November 29, 2018, and lack of authorization for ECS to collect residential trash or receive payment from Lynn Haven for such services.

15. Between November 28, 2018, and January 25, 2019, D. White provided **ALBRITTON** with another monetary bribe from proceeds of the trash pick-up contract that ECS received had from Lynn Haven.

ELEMENTS

Count 13 - 18 U.S.C. § 1343 - Wire Fraud

- (1) the Defendant knowingly devised or participated in a scheme to defraud someone by using false or fraudulent pretenses, representations, or promises;
- (2) the false pretenses, representations, or promises were about a material fact;
- (3) the Defendant acted with the intent to defraud; and
- (4) the Defendant transmitted or caused to be transmitted by wire some communication in interstate commerce to help carry out the scheme to defraud.

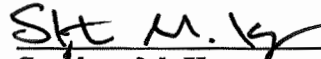
Count 26 - 18 U.S.C. §§ 1343 & 1346 – Honest Services Wire Fraud


- (1) That the Defendant knowingly devised or participated in a scheme to fraudulently deprive the public of the right of the Defendant's honest services through bribery or kickbacks;
- (2) That the Defendant did so with an intent to defraud the public of Defendant's honest services; and

(3) That the Defendant transmitted or caused to be transmitted by wire some communication in interstate commerce to help carry out the scheme to defraud.

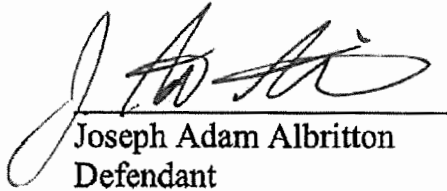
Respectfully submitted,

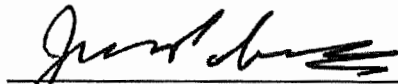
JASON R. COODY
Acting United States Attorney

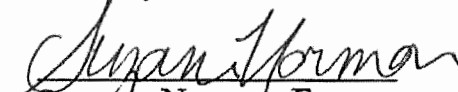

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9/17/21
Date


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9/17/2021
Date