

**FILED**

**MAY - 1 2012**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA**

**Clerk, U.S. District & Bankruptcy  
Courts for the District of Columbia**

<b>UNITED STATES OF AMERICA</b>	:	<b>CRIMINAL NO. 1:12-cr-00095 (ABJ)</b>
	:	
<b>v.</b>	:	<b>VIOLATIONS: 18 U.S.C. § 641</b>
	:	<b>(Conversion of Public Money); and</b>
<b>JAMES M. WOOSLEY,</b>	:	<b>§ 2 (Aiding and Abetting; Causing an</b>
	:	<b>Act to be Done)</b>
<b>Defendant.</b>	:	

**STATEMENT OF OFFENSE**

Pursuant to Fed. R. Crim. P. 11, the United States of America, by and through its attorney, the United States Attorney for the District of Columbia, and defendant, James M. Woosley, with the concurrence of his attorney, William C. Brennan, Jr., agree and stipulate as follows:

**A. Introduction**

The defendant is charged by Information with a felony count of Conversion of Public Money, aiding and abetting and causing an act to be done, pursuant to 18 U.S.C. §§ 641 and 2, regarding his participation in fraud schemes involving travel vouchers and time and attendance claims.

At all times relevant, United States Immigration and Customs Enforcement (hereinafter “ICE”) was a component of the United States Department of Homeland Security (“DHS”), which was a Department in the Executive Branch of the United States Government. The Headquarters for ICE was in Washington, D.C.

At all times relevant, defendant Woosley was an ICE Intelligence supervisor, first as Deputy Director for the ICE Office of Intelligence, then, on or about August 1, 2009, Acting Director of that Office, and then, on or about June 9, 2010, Acting Assistant Director of Intelligence within the then newly formed Homeland Security Investigations – Headquarters. The official duty station at ICE for defendant Woosley was in Washington, D.C., and he lived in Virginia. Defendant Woosley had

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two adult sons, one of whom ("son #1") was employed at all relevant times by a Company ("the Company") that did contract work for ICE, and a second son ("son #2").

In or about 2007, defendant Woosley first met Lateisha M. Rollerson ("Rollerson"), with whom he thereafter developed a close, personal relationship. Rollerson asked defendant Woosley to get her a job at ICE, and defendant Woosley told her that one way to get into ICE was first to get a job at the Company that did contract work for ICE. In or about May of 2008, after defendant Woosley had one of his subordinates edit Rollerson's resume, Rollerson was hired as an Intelligence Reports Writer for the Company. In or about December of 2008, defendant Woosley obtained a position for Rollerson at ICE Headquarters as an Intelligence Research Specialist. After that date, Rollerson worked first in the chain of command of defendant Woosley, and then, from in or about February of 2009, she reported directly to defendant Woosley as Woosley's personal assistant. The official duty station at ICE for Rollerson was in Washington, D.C., and she lived in Virginia, often with defendant Woosley, where she paid many of the bills for both her and defendant Woosley.

At all times relevant, Stephen E. Henderson ("Henderson") was employed by the Company that did contract work for ICE as a Senior Lead Intelligence Analyst. Henderson did work in that position as a contractor for ICE, DHS, Office of Intelligence, with his permanent residence in Tucson, Arizona. Henderson's official duty location with the Company was in Tucson, Arizona, until on or about August 26, 2009, when the Company changed it to Fairfax, Virginia.

At all times relevant, Ahmed Adil Abdallat ("Abdallat") was employed by ICE, DHS, as a Supervisory Intelligence Research Specialist with ICE, DHS, in El Paso, Texas. Abdallat had a long time association with defendant Woosley while both were employed in the government. At all relevant times, defendant Woosley was Abdallat's Senior Manager within the ICE Intelligence

Division.

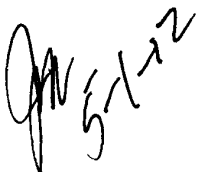
At all times relevant, an individual ("Contract Employee #1") worked for the Company doing contract work with ICE. His permanent residence was in Oklahoma.

At all times relevant, William J. Korn ("Korn") was employed by ICE, DHS, as either an Intelligence Research Specialist or a Supervisory Intelligence Research Specialist, Office of Intelligence, with his official duty station and his residence, to his knowledge, in Tucson, Arizona.

At all times relevant, when a United States government employee or contractor working with the government was officially on duty in a location other than the employee's permanent duty station, that was referred to as Temporary Duty ("TDY") status. While an employee was on TDY, he or she was entitled to a per diem allowance of funds for lodging, meals and incidental expenses (the latter two categories commonly referred to as "M&IE"). The per diem rates for different locations were set by the U.S. General Services Administration. When the expenses were incurred by an ICE employee on official travel or a contractor working on a contract with ICE, the ICE employee or contract employee submitted his or her expenses, including lodging and M&IE, through a travel voucher. An ICE employee would submit the voucher for approval by his or her supervisor. A contract employee would submit the voucher to the contractor, which submitted the expenses to ICE under the contract.

Under the Company's initial travel system, employees could submit expense reports without submitting receipts. Beginning in or about June of 2008, the Company employed a new travel system that required travelers to submit receipts with travel expenses.

Under ICE's initial travel system, employees could submit expense reports without submitting receipts. The receipts would be maintained in an office file of the employee submitting

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the travel expense report. Beginning in or about May of 2010, ICE employed a new travel system that required travelers to submit receipts with travel expenses. Both travel voucher systems required the submitting employee to certify the accuracy of the travel voucher submitted for reimbursement.

B. Defendant Woosley's Fraudulent Travel Voucher Claims

Between in or about May of 2008 and in or about January of 2011, defendant Woosley submitted or caused to be submitted approximately thirteen travel vouchers to ICE for reimbursement that were fraudulent. They were so either because he did not take the reported trip, or did not incur some or all of the official expenses claimed on the voucher. The fraudulent vouchers primarily related to alleged trips to New York (approximately eight trips), as well as reported trips to Arizona, Mississippi, Tennessee, and Florida. As defendant Woosley's assistant, Rollerson created Woosley's travel vouchers, with the exception of the first one, and created fraudulent documents to support claimed expenses. Rollerson often accompanied Woosley on official trips, and although she often had no legitimate purpose, she nevertheless billed the government for those trips. The loss to ICE for these thirteen fraudulent travel vouchers that defendant Woosley submitted or caused to be submitted to ICE was approximately \$50,637.62.

C. Defendant Woosley's Fraudulent Time and Attendance Claims

Between in or about November of 2009 and January of 2011, defendant Woosley submitted or caused to be submitted time and attendance claims for his pay for work he was supposed to be doing while he was on travel. Because defendant Woosley was not actually on travel, nor was he working, or during an official trip there were periods where he was not actually working, there was loss to ICE for the work pay claimed. The resulting loss to ICE for time defendant Woosley did not work, but was paid by ICE, was approximately \$27,230.76.

D. Defendant Woosley's Actions Regarding Other ICE Employees or Contractors

During the period of in or about June of 2008 and in or about February of 2011, defendant Woosley was aware of, or willfully blind as to other ICE employees under his supervision or contract employees who did work with ICE's Office of Intelligence, and who were engaged in similar fraudulent claims that caused loss to ICE. Defendant Woosley either obtained some of the money from these fraudulent claims or otherwise obtained financial benefit from the money obtained by those fraudulent claims.

1. Henderson

In or about 2008, defendant Woosley brought Henderson to Washington, D.C., on TDY. At about that time, the Company transitioned to a new travel reimbursement system that required employees to submit receipts along with travel vouchers, as discussed above. Henderson had difficulty figuring out how to work the new system, and in or about June of 2008, he asked for Rollerson's assistance. As a result, Rollerson began creating fraudulent hotel receipts to be submitted to the Company. Sometime after this started, defendant Woosley learned that Rollerson was creating fraudulent hotel and other receipts to submit with his vouchers to the Company, and ultimately ICE on the contract. While defendant Woosley, Rollerson and Henderson were out having a drink at a restaurant, Henderson and Rollerson were laughing about what they were doing. Woosley asked Rollerson about what they were doing, but then he said he did not want to know. Furthermore, while he was on TDY, Henderson lived with Woosley and paid \$500 in "rent" to Woosley.

In or about June of 2008, defendant Woosley, Rollerson and Henderson decided to buy a boat, and Henderson said he had money from a travel voucher which he could use to make the

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purchase. The plan between the three was that the boat would be given to Woosley for his use, and when he was done with it, he would give it to Henderson to take to Michigan. Rollerson, Henderson, and Contract Employee #1 went to look for a boat. To accomplish the purchase, Henderson transferred \$5,000 into a bank account in the name of James Woosley. Henderson obtained the money from fraudulent travel advances, and justified the advances with fraudulent travel vouchers.

2. Abdallat

On or about July 2, 2009, defendant Woosley bought a house in Stafford, Virginia, and he, sons #1 and #2, Rollerson, and Henderson moved into the house. Previously, defendant Woosley had borrowed \$20,000 from Abdallat to use as a bridge loan when Woosley was transferred from El Paso, Texas to Washington, D.C. and Woosley was purchasing a house in Arlington, Virginia. Woosley repaid the \$20,000 when he sold his house in El Paso. In contemplation of buying the Stafford house, defendant Woosley again asked Abdallat to borrow money. Abdallat said he did not have the money.

From on or about February 15, 2009, and September 10, 2010, Abdallat was on TDY to Washington, D.C., more than ten times. Woosley asked Abdallat to give defendant Woosley the M&IE that Abdallat was receiving from the TDY, which Abdallat did, and defendant Woosley told Abdallat to go to Rollerson to set it up and make sure he had receipts for everything. Defendant Woosley asked Rollerson if everything was set up, and Rollerson said "I got it." Rollerson put the money from Abdallat in her account, and the money was used to fix up the house in which defendant Woosley and Rollerson were living. While on TDY, Abdallat also obtained money for hotel lodging from ICE, even though he was living rent-free with his girlfriend at her residence in Maryland. Further, while Abdallat was on TDY, he would call Rollerson and obtain authorization to work from

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home. During this period of time, when Abdallat was on TDY to Washington, he was paid approximately \$116,392.84 as a result of his travel vouchers, and he wrote checks to Rollerson and others, for the benefit of defendant Woosley and Rollerson, totaling approximately \$58,550.

3. Contract Employee #1

Defendant Woosley also told Contract Employee #1 that he could come to Washington, D.C. on TDY as well. While on TDY, Contract Employee #1 lived with defendant Woosley as well, and occasionally paid him \$500 a month for rent. While living with Woosley, Contract Employee #1 also knowingly created false travel vouchers with Rollerson and Henderson, and Rollerson told defendant Woosley she was preparing receipts for Contract Employee #1. Contract Employee #1 also went on TDY to New York, New York and Phoenix, Arizona.

The agreement between Woosley and Contract Employee #1 was that Contract Employee #1 would give Woosley and Rollerson the money he received from the travel vouchers if they let him travel. Contract Employee #1 in fact gave \$15,940 in funds that he received from a fraudulent travel voucher to defendant Woosley, and Woosley used the funds for a real estate investment. Woosley may have asked Contract Employee #1 if he could borrow the money, and Contract Employee #1 sent Woosley the check. The cashier's check with this amount was sent from Contract Employee #1 to Woosley on or about February 5, 2009, with the typed language "[THE COMPANY] PER DIEM REIMBURSEMENT" below defendant Woosley's name. Woosley endorsed and gave this check to Rollerson, who deposited it in the bank.

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4. Korn

In the Fall of 2008, ICE employee Korn came to Washington, DC on TDY from Tucson, Arizona. At about that time, Woosley came up with a plan in which he and defendant Rollerson could live in a house rent-free by using Korn's TDY funds to pay the rent for the residence. In or about November of 2008, defendant Woosley, Rollerson, and Korn rented a house in Alexandria, Virginia, for a year ("the Alexandria residence"). Henderson and Contract Employee#1 also moved into the house, and sons #1 and 2 stayed there occasionally.

Korn wrote checks totaling \$2,650 to \$10,000 per month to Rollerson, Woosley or to the landlord for rent on the Alexandria residence. From November 2008 to June 2009, Korn did not itemize the negotiated \$2,650 rent on his travel vouchers, but claimed the traditional hotel rate for lodging. For this period of time, Korn wrongfully obtained approximately \$3,000 per month more than that to which he was entitled. Additionally, from July 2009 to December 2009, Korn returned to reside in his residence in Tucson, Arizona, and continued to claim fraudulent travel expenses. As a result, Korn wrongfully obtained approximately \$50,832.49 and kicked back approximately \$30,648 to the benefit of Rollerson and Woosley.

In an email from defendant Woosley to Korn on or about May 12, 2009, when defendant Woosley, Rollerson, Korn and others were living in the Alexandria residence, defendant Woosley said, "to cover the lease we need maximize the amount you get per month to the account so that if have to leave or TDY is cut off we have enough in there to cover the rent for all. So what ever you get per month for housing just give to [Rollerson] so we have funds available as I figure it to get us thru Sept its comes to about 12,000 and I think you average about 10,000 per month. So you should still be able to have some extra money for yourself."

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In an email from defendant Woosley to Korn on or about June 23, 2009, as defendant Woosley was preparing to buy the Stafford House, defendant Woosley said, "so it will work with leases and all of us leaving at same time I just need the whole per diem for down payment, will make it up to on later tdyks to south america and phillipines."

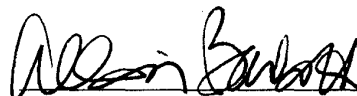
E. Conclusion

As a result of the submission of the fraudulent travel vouchers and time and attendance claims, defendant WOOSLEY, aided and abetted by Rollerson, Henderson, Abdallat, Korn, and Contract Employee #1, obtained from ICE through fraud schemes involving the travel vouchers and time and attendance claims of approximately \$188,006.38 during the period of in or about May of 2008 and in or about February of 2011.

Respectfully submitted,

RONALD C. MACHEN JR.  
UNITED STATES ATTORNEY  
D.C. Bar No. 447889

By:



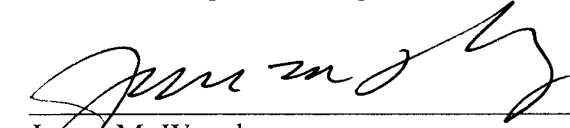
DANIEL P. BUTLER, D.C. Bar # 417718  
ALLISON BARLOTTA, D.C. Bar # 475285  
ASSISTANT U.S. ATTORNEYS  
Fraud & Public Corruption Section  
555 Fourth Street, N.W., Fifth Floor  
Washington, D.C. 20530  
(202) 252-7881 (Butler)  
(202) 252-7295 (Barlotta)  
[Daniel.Butler@USDOJ.Gov](mailto:Daniel.Butler@USDOJ.Gov)  
[Allison.Barlotta@USDOJ.Gov](mailto:Allison.Barlotta@USDOJ.Gov)

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**DEFENDANT'S ACCEPTANCE**

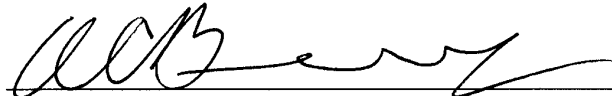
I have read every word of this Statement of Offense. Pursuant to Fed. R. Crim. P. 11, after consulting with my attorney, William C. Brennan, Jr., I agree and stipulate to this Statement of Offense.

Date: 5-1-12

  
\_\_\_\_\_  
James M. Woosley  
Defendant

I have discussed this Statement of Offense with my client, James M. Woosley. I concur with his decision to stipulate to this Statement of Offense.

Date: 05/01/2012

  
\_\_\_\_\_  
William C. Brennan, Jr., Esquire  
Attorney for Defendant James M. Woosley

*Handwritten note:* JW 5-1-12