

AFFIDAVIT TO SUPPORT PROBABLE CAUSE

ATTACHMENT "A"

Your affiant is a Special Agent (SA) with the Federal Bureau of Investigation (FBI), United States Department of Justice. Affiant has been employed by the FBI for the past 14 years. Affiant is currently assigned to the Public Corruption Squad. This squad includes federal agents from multiple agencies investigating public corruption in the New Orleans Metropolitan area. Affiant has participated in investigations involving public corruption for the past 14 years.

Because of your affiant's personal knowledge, as well as reports made to him by other Special Agents of the FBI and other federal agencies, your affiant is thoroughly familiar with the information obtained during this investigation. Based upon this familiarity, your affiant alleges that the facts contained in the paragraphs below show that there is probable cause for the arrest of person(s) named in this affidavit.

NATURE OF THE INVESTIGATION

This investigation involves a Cooperating Witness (CW) who works in the Security Department for a large multi-national corporation (Company) located in New Orleans, Louisiana. These contracts include contracts to provide armed security guards to protect assets of the company immediately after a hurricane.

The company is reimbursed by the Federal Government, through the Federal Emergency Management Agency (FEMA), for a portion of the expenses associated with hurricanes under the Robert T. Stafford Relief and Emergency Assistance Act (42 U.S.C. 5122). As an example, the Company spent approximately \$22 million for armed security guards after Hurricane Ike.

FACTS IN SUPPORT OF PROBABLE CAUSE

On or about June 14, 2010, the CW notified the FBI that New Orleans Police Department (NOPD) Captain MIKE ROUSELL contacted him and told him that he (ROUSELL) had a friend who lived in Texas and owned a company that provided security services. ROUSELL told the CW that if the CW gave ROUSELL's friend a contract, ROUSELL's friend would "kick-back" money to both ROUSELL and the CW.

On or about June 14, 2010, the CW met with ROUSELL and ROUSELL's friend, JOSEPH BRANCH, the owner of GLADIUS, INC., (GLADIUS) located in Brownsboro, Texas. GLADIUS, INC., provides security services to corporations throughout the United States, and has entered into contracts with companies to provide armed security guards after hurricanes. ROUSELL wore his New Orleans Police Department uniform to the meeting. Also in attendance were GLADIUS representatives B.L. and N.J., who were purported to be police officers and/or reserve police officers in Texas. The meeting took place in the corporate offices of the Company. BRANCH, B.L., and N.J. traveled to New Orleans from Texas to attend this meeting. This meeting was recorded by the FBI.

During the meeting, CW, ROUSELL, BRANCH, B.L., and N.J. devised a scheme and artifice to defraud the COMPANY and ultimately FEMA by agreeing to inflate fraudulently the hourly rate of armed guards supplied to the Company after a hurricane. BRANCH indicated that he sought at least \$75 per hour, per guard, and asked CW what the maximum hourly rate the COMPANY would pay. Ultimately, they agreed to an hourly rate of \$89.50 per hour per guard with an inflated portion of approximately \$15.00 per hour, per guard. The CW, BRANCH and

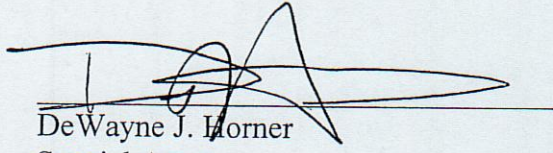
ROUSELL then agreed to split the \$15.00 inflated fraudulent charge equally, that being \$5.00 to the CW, \$5.00 to BRANCH and \$5.00 to ROUSELL.

During the meeting, the CW told BRANCH that he could not take a check from BRANCH for his portion of the inflated fraudulent charge. BRANCH and the CW then agreed to funnel the CW's portion of the inflated price through the CW's wife. BRANCH and ROUSELL also agreed that ROUSELL's portion of the inflated contract would be paid by BRANCH to ROUSELL as "consulting services/fees."

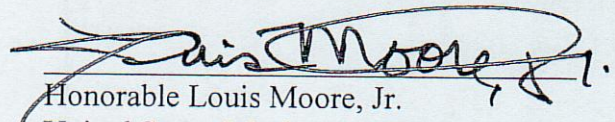
Subsequently, on June 17, 2010, BRANCH e-mailed from Texas a revised "notated" draft contract for security services to CW in Louisiana. BRANCH also wrote multiple e-mails and text messages in furtherance of the scheme from Texas to the CW in Louisiana from on or about June 14, 2010, to June 21, 2010. In addition, during that same time period, BRANCH and CW discussed the scheme via interstate telephone calls on a number of occasions as well.

On June 22, 2010, the CW, ROUSELL, GLADIUS representatives BRANCH and others are set to meet at the Companies offices in New Orleans, Louisiana, and sign a contract wherein GLADIUS will provide armed guards to the Company after a hurricane. The hourly rate charged by GLADIUS to the Company, will be inflated by approximately \$15.00 per hour, per guard to cover the above described payments to the CW, BRANCH and ROUSELL.

Based upon the above facts, your affiant states that there is probable cause to believe that JOSEPH BRANCH and MIKE ROUSELL have violated Title 18, United States Code, Sections 1343 and 2.


DeWayne J. Horner
Special Agent
Federal Bureau of Investigation

Subscribed to and sworn to before
me, this 21st day of June, 2010.


Honorable Louis Moore, Jr.
United States Magistrate Judge