

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA**

INDICTMENT FOR WIRE FRAUD

UNITED STATES OF AMERICA	*	CRIMINAL DOCKET NO.
v.	*	SECTION:
MICHAEL ROUSSEL	*	VIOLATIONS:
JOSEPH BRANCH		18 U.S.C. § 1343
		18 U.S.C. § 2
*	*	*

The Grand Jury charges that:

COUNT 1

A. At All Times Material Herein:

1. MICHAEL ROUSSEL was a Captain with the New Orleans Police Department.
2. JOSEPH BRANCH was the owner and President of Gladius, Inc., a corporation based in Brownsboro, Texas.
3. Gladius, Inc. provides security services to corporations throughout the United States, and has entered into contracts with companies to provide armed security guards in connection with a presidentially declared major disaster or emergency.
4. Entergy Services, Inc. (“Entergy”) is a corporation with offices in New Orleans. Entergy is reimbursed by the Federal Government, through the Federal Emergency Management

Agency (FEMA), for a portion of the expenses incurred in connection with a presidentially declared major disaster or emergency, including but not limited to armed security guards, under the Robert T. Stafford Relief and Emergency Assistance Act (42 U.S.C. 5122).

B. The Scheme to Defraud:

From on or about June 14, 2010 and continuing through June 22, 2010, BRANCH, acting in concert with ROUSSEL, devised and intended to devise a scheme and artifice to defraud Entergy and FEMA and to obtain money by means of false and fraudulent pretenses, representations, and promises.

It was part of the scheme and artifice to defraud that at some point prior to June 14, 2010, ROUSSEL contacted the Corporate Security Manager for Entergy and told him that he (ROUSSEL) had a friend who lived in Texas and owned a company that provided security services. ROUSSEL told the Corporate Security Manager that if Entergy gave ROUSSEL's friend a contract, ROUSSEL's friend would "kick-back" money to both ROUSSEL and the Corporate Security Manager.

It was further part of the scheme and artifice to defraud that on or about June 14, 2010, the Corporate Security Manager met with ROUSSEL and BRANCH and Gladius representatives B.L. and N.J., who were purported to be police officers and/or reserve police officers in Texas. ROUSSEL wore his New Orleans Police Department uniform to the meeting.

It was further part of the scheme and artifice to defraud that the meeting took place in Entergy's corporate office. BRANCH, B.L., and N.J. traveled to New Orleans from Texas to attend this meeting.

It was further part of the scheme and artifice to defraud that during the meeting, BRANCH indicated that he sought to charge at least \$75 per hour, per guard, for security personnel after a hurricane and asked what the maximum hourly rate ENTERGY would pay. BRANCH and the Corporate Security Manager also discussed how FEMA would reimburse ENTERGY for expenses incurred in relation to a hurricane or other storm.

It was further part of the scheme and artifice to defraud that ultimately, BRANCH, ROUSSEL, and the Manager of Security agreed to an hourly rate of \$89.50 per hour per guard with an inflated portion of approximately \$15.00 per hour, per guard. BRANCH, ROUSSEL, and the Corporate Security Manager then agreed to split the \$15.00 per guard, per hour inflated fraudulent charge equally, that being \$5.00 to each.

It was further part of the scheme and artifice to defraud that during the meeting, BRANCH agreed to funnel the Corporate Security Manager's portion of the inflated price through the Corporate Security Manager's wife. BRANCH and ROUSSEL also agreed that ROUSSEL's portion of the inflated contract would be paid by BRANCH to ROUSSEL as "consulting services/fees."

It was further part of the scheme and artifice to defraud that following this meeting from on or about June 14, 2010 to June 22, 2010, BRANCH wrote multiple e-mails and text messages from Texas to Entergy in Louisiana. In addition, during this same time period, BRANCH and the Corporate Security Manager discussed the scheme via interstate telephone calls on a number of occasions. ROUSSEL and the Corporate Security Manager, during this same time period, also discussed the scheme via telephone on several occasions.

It was a further part of the scheme and artifice to defraud that on June 22, 2010, ROUSSEL, BRANCH and others met at Entergy's corporate offices in New Orleans, Louisiana, and signed a

contract wherein GLADIUS agreed to provide armed guards to Entergy after a hurricane at a rate of \$89.50 per hour, per guard.

D. The Use of the Wires:

On or about June 17, 2010, for the purpose of executing the scheme and artifice to defraud, and attempting to do so in the Eastern District of Louisiana and elsewhere, defendants ROUSSEL and BRANCH did knowingly transmit and cause to be transmitted by means of wire communication in interstate commerce the writing, from BRANCH from Texas described as an e-mail containing a “notated version of the contract” for security services to Entergy in Louisiana.

All in violation of Title 18, United States Code, Sections 1343 and 2.

A TRUE BILL:

FOREPERSON

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New Orleans, Louisiana
June 24, 2010