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U.S. DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

BILL OF INFORMATION FOR CONSPIRACY TO COMMIT WIRE FRAUD

UNITED STATES OF AMERICA

*

CRIMINAL NO.

12-281

v.

*

SECTION:

SECT. P MAG. 1

BAY E. INGRAM

*

VIOLATION: 18 U.S.C. § 371

*

* * *

The United States Attorney charges that:

COUNT 1

(Conspiracy to Commit Wire Fraud)

A. AT ALL TIMES MATERIAL HEREIN:

1. The defendant, **BAY E. INGRAM** (“INGRAM”) was a businessman who resided in Covington, Louisiana, located within the Eastern District of Louisiana. **INGRAM** was the principal owner/operator in Southeast Recovery Group (“SRG”), a company headquartered in Mandeville, Louisiana, located in the Eastern District of Louisiana.

2. On or around April 20, 2010, the oil rig the *Deepwater Horizon* sunk, causing an explosion and massive spilling of oil (the “oil spill”).

3. In the aftermath of the oil spill, **INGRAM** sought to provide disaster recovery services through his company, SRG, at an operating base operated by British Petroleum, p.l.c. (“BP”) located in Hopedale, Louisiana, in the Eastern District of Louisiana.

4. Among other things, **INGRAM**, through his company SRG, provided a helicopter in Hopedale that was supposed to be used for oil spill response reasons and was used by a variety of individuals, including representatives of the St. Bernard Parish Sheriff’s Office and the Louisiana Department of Wildlife and Fisheries. **INGRAM**, through his company, SRG, also assisted in the construction of helipads at BP’s Hopedale, Louisiana, facility, for the oil spill response efforts.

5. With respect to the goods and services provided to BP, **INGRAM**, through his company, SRG, acted as a “middle man,” between the suppliers of the goods/services provided and the ultimate payer for these goods/services, BP. For example, with respect to the helicopter, **INGRAM** acted as a “middle man” between his supplier, Rotorcraft Leasing Company, LLC (“RLC”), which provided, equipped, and manned the helicopter, and BP. Similarly, with respect to the helipads, **INGRAM** acted as a “middle man” between the suppliers of the helipads (those who constructed them), and BP.

6. Based on these arrangements, with regards to payment, upon being invoiced for the goods and services from his suppliers, **INGRAM** would invoice BP. Upon being paid by BP for those goods and services, **INGRAM** would pay his suppliers.

Helicopter

7. In June 2010, **INGRAM** signed a contract with RLC for the helicopter. Among other things, RLC agreed to provide the helicopter and billed **INGRAM** for *actual hours flown*, plus a base rate which covered RLC's overhead.

8. From June 2010 through November 2010, the helicopter in question (designated "Sheriff One") was stationed at the Hopedale, Louisiana facility. The helicopter was used, in some cases, for legitimate oil spill response work.

9. On or about August 6, 2010, BP electronically paid **INGRAM** approximately \$113,260.23 which covered **INGRAM**'s first invoice for the first two weeks of usage of the helicopter. **INGRAM**, in turn, paid RLC approximately \$52,000, for its costs in providing the helicopter. **INGRAM** never received proper approval or authorization for the continued use of the helicopter after June 15, 2010 and, accordingly, BP did not pay for the helicopter after this time. Nonetheless, RLC was falsely led to believe that **INGRAM** had proper approval for the continued use of the helicopter and, accordingly, RLC continued to provide the helicopter.

10. From June 15, 2010, through November 2010, RLC invoiced **INGRAM** on approximately a dozen occasions, seeking approximately \$539,091.77, for the costs it had paid to provide, equip, and crew the helicopter in question. During this same period of time, **INGRAM** invoiced BP approximately ten times, seeking over \$1,437,777.92 for providing the helicopter services.

11. Because **INGRAM** never obtained the necessary approval or authorization, BP did not pay the approximately \$1.4 million sought by **INGRAM**. After November 2010, **INGRAM** desperately sought payment from BP and, in an attempt to justify the amount of funds

sought, **INGRAM** falsified and forged dozens of pages of documents provided to BP. For example, on or around March 1, 2011, at a meeting between BP representatives and **INGRAM** at BP's office in New Orleans, **INGRAM** provided a contract between SRG and RLC relating to this helicopter that was different than the June 2010 contract actually signed by both parties. In this contract, **INGRAM** had falsified it to reflect that RLC agreed to charge **INGRAM** not based on *actual hours flown* by the helicopter, but instead based on a *minimum flight time*, whether or not the helicopter was actually used. This falsified contract contained a forged signature and doctored contractual terms. Additionally, at this same meeting, **INGRAM** provided falsified flight logs relating to the helicopter that made it appear the helicopter was engaged in more legitimate oil spill-related work than it actually was. These falsified flight logs listed flights that were never taken and passengers that never rode on the helicopter in question.

Helipads

12. In or around April 2010 through July 2010, **INGRAM** sought to have several helipads built at BP's Hopedale, Louisiana facility. In connection with these helipads, **INGRAM** hired several subcontractors to construct the helipads. As he did with the helicopter, upon being invoiced from his subcontractors, **INGRAM**, through his company SRG, would invoice BP.

13. From in or around early June 2010 through in or around late July 2010, **INGRAM** paid various subcontractors approximately \$110,529.56 for the construction of these helipads.

14. On or around June 15, 2010, **INGRAM** supplied an invoice and supporting documentation to BP, falsely reflecting his costs to be \$253,921.20, as opposed to the \$110,529.56 it actually cost him. In addition, **INGRAM** added a mark-up of approximately 20%, requesting \$303,921.20 from BP for the construction of these helipads.

15. On or about July 15, 2010, BP paid, via electronic interstate wire, approximately \$303,921.20 to **INGRAM** based on his false invoice.

INGRAM's Concealment

16. Throughout the entirety of the time period set forth above – June 2010 through April 2011 – **INGRAM's** suppliers (among others, RLC for the helicopter) repeatedly contacted **INGRAM** for payment. In many cases, because payment either was not forthcoming or was delinquent, representatives of these suppliers requested information documenting **INGRAM's** promise of payment from BP. During this period of time, **INGRAM** created false and fictitious e-mails, some in the names of real individuals and others in the names of non-existent or fictitious individuals. For example, during this period of time, **INGRAM** created the persona of “Jerry Aldini” with a Yahoo! e-mail address, which he used to discourage his suppliers, including RLC, from contacting BP.

B. THE SCHEME AND ARTIFICE TO DEFRAUD:

Beginning on or about April 20, 2010, and continuing until on or about the date of this Bill of Information, in the Eastern District of Louisiana and elsewhere, the defendant, **BAY E. INGRAM**, together with others known by the United States Attorney, knowingly devised and intended to devise a scheme and artifice to defraud, among others, BP and RLC, whereby **INGRAM** would provide false and fictitious documentation to, among others, BP, in an effort to justify his invoices for the goods and services provided by **INGRAM**.

Helicopter

It was part of the scheme and artifice to defraud that, from June 15, 2010, through November 2010, **INGRAM** invoiced BP approximately ten times seeking approximately

\$1,437,777.92 in funds (more than a 100% mark-up) for the use of the helicopter and demanded payment when, in fact, BP had not agreed to pay for the continued use of the helicopter beyond the first two-week period.

It was also part of the scheme and artifice to defraud that, on or about August 16, 2010, **INGRAM** sent an e-mail to an RLC employee regarding the helicopter. The e-mail to the RLC employee forwarded an earlier e-mail between “Jerry Aldini” and **INGRAM**, and reflected that “Jerry Aldini” was a Senior Process Manager with a BP contractor and was a liaison between SRG and BP. The “Jerry Aldini” e-mail generally substantiated the relationship between **INGRAM** and BP. In reality, “Jerry Aldini” was a fictitious person created by **INGRAM** and the e-mail in question, between “Jerry Aldini” and **INGRAM** was written by **INGRAM**, which he used to, among other things, lull RLC into believing he had a legitimate agreement with BP concerning the helicopter.

It was part of the scheme and artifice to defraud that, on or around March 1, 2011, **INGRAM** or one of his representatives provided dozens of pages of falsified documents, including a forged contract between SRG and RLC and falsified flight logs relating to the helicopter, to support his claim for payment regarding the helicopter. Later that same day, a BP representative sent **INGRAM** an e-mail, which originated in New Orleans, Louisiana, and traveled in interstate commerce to **INGRAM**'s Yahoo! e-mail address, attaching the falsified documents **INGRAM** or his representative had provided at that meeting to support his claim for payment regarding the helicopter.

Helipads

It was also part of the scheme and artifice to defraud that, in or around June or July 2010, **INGRAM** submitted an invoice to BP for the cost of the helipads construction. This invoice, which requested approximately \$303,921.20, attached some substantiating documentation, which purported to reflect the costs of building the helipads. This supposed substantiating paperwork, in which **INGRAM** claimed that the costs of constructing the helipads had totaled approximately \$253,921.20, was false. In reality, the costs of constructing the helipads totaled approximately \$110,529.56, not the \$253,921.20 **INGRAM** had represented to BP.

It was further part of the scheme and artifice to defraud that, on or about July 15, 2010, based on **INGRAM**'s false representations regarding the costs of constructing the helipads, BP paid, via electronic, interstate wire, the total amount invoiced, approximately \$303,921.20.

C. THE CONSPIRACY:

Beginning on or about April 20, 2010, and continuing on or about the date of this Bill of Information, in the Eastern District of Louisiana and elsewhere, the defendant, **BAY E. INGRAM**, together with others known to the United States Attorney, did willfully and knowingly combine, conspire, confederate, and agree together and with each other to devise and intend to devise a scheme and artifice to defraud among others, BP and RLC, by obtaining and attempting to obtain money and property from, among others, BP and RLC, by means of false and fraudulent pretenses, representations, and promises and, in so doing, transmitted and caused to be transmitted, by means of wire, radio, and television communications, in interstate and foreign commerce, writings, signs, signals, pictures, and sounds, for the purpose of executing the scheme and artifice set forth above; in violation of Title 18, United States Code, Section 1343.

D. OVERT ACTS IN FURTHERANCE OF THE CONSPIRACY:

In furtherance of the conspiracy and to achieve and conceal its object, **INGRAM** committed and cause to be committed the following overt acts, among others, in the Eastern District of Louisiana and elsewhere:

Helicopter

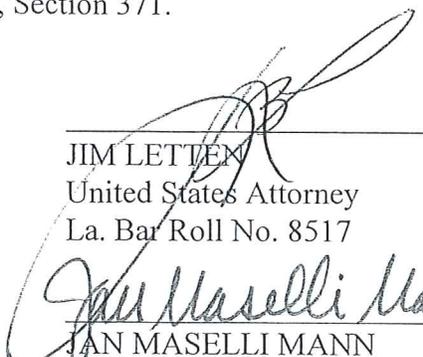
1. On or about May 20, 2010, **INGRAM** met with a BP official at the BP Hopedale facility and falsely claimed that a high-ranking BP employee had approved **INGRAM**'s use and procurement of a helicopter in response to the oil spill, to be paid for by BP, when, in fact, the high-ranking official did not approve of the helicopter.
2. On or about June 4, 2010, an RLC employee e-mailed **INGRAM** a blank copy of a contract between RLC and **INGRAM**'s company, SRG. As set forth below, **INGRAM** later manipulated this blank copy to substantiate his claim for payment to BP for the helicopter and provided it to BP.
3. On or about June 5, 2010, **INGRAM**, on behalf of his company SRG, and J.G., a representative of RLC, signed a contract for the use of the helicopter at the Hopedale facility. This contract did not contain a "minimum flight hours" contractual term but instead, RLC was to bill **INGRAM** for the *actual hours flown* by the helicopter, plus a base rate and overhead.
4. On or about August 16, 2010, in response to concerns from RLC employees about their lack of payment, **INGRAM** forwarded an e-mail to J.G., an RLC employee. The original e-mail which was forwarded to J.G., was supposedly sent by "Jerry Aldini," who purported to be a "Senior Process Manager" with a BP contractor. This original e-mail, between Aldini and **INGRAM**, generally substantiated the relationship between **INGRAM** and BP. In reality, "Jerry Aldini" was a fictitious person created by **INGRAM** for the purpose of lulling his suppliers into believing he had a legitimate agreement with BP.
5. On or about March 1, 2011, **INGRAM** and/or a representative of **INGRAM**'s company, SRG, submitted dozens of documents to BP in response to BP's request for documentation concerning the helicopter. Many of these documents, including contracts and flight manifests/logs, were doctored and/or falsified by **INGRAM** to support his request for payment. For example, in his packet of documents, **INGRAM** falsified and forged a contract between his company, SRG, and the helicopter company, RLC, to justify his invoices relating to the helicopter.

Helipads

6. From in or around April 2010 through in or around July 2010, **INGRAM** sought to build helipads at BP's Hopedale facility and thus contracted with several third party individuals and entities to construct the helipads.
7. Beginning in or around June 2010 through in or around July 2010, **INGRAM** paid his suppliers approximately \$110,529.56 to construct the helipads at BP's Hopedale, Louisiana facility.
8. On or about June 15, 2010, **INGRAM** submitted an invoice to BP seeking approximately \$303,921.20 for the cost of constructing the helipads. Along with his invoice, **INGRAM** attached some false substantiating documentation, reflecting that the costs of constructing the helipads totaled approximately \$253,921.20, not the \$110,529.56 it actually cost to construct the helipads.

9. On or around July 15, 2010, BP, relying on INGRAM's misrepresentations relating to the construction costs of the helipads, paid INGRAM, via interstate, electronic wire, approximately \$303,921.20, for the helipads, which ended in a bank account controlled by INGRAM in the Eastern District of Louisiana.

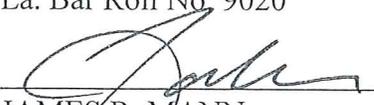
All in violation of Title 18, United States Code, Section 371.



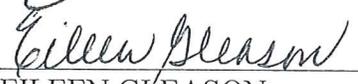
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