IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF FLORIDA PENSACOLA DIVISION

UNITED STATES OF AMERICA

v.

INDICTMENT

3:17 cr 107/MCR

RYAN J. ROMERO
and
ADAM W. FAIR

_____/

THE GRAND JURY CHARGES:

COUNT ONE

A. INTRODUCTION

At all times material to this Indictment:

1. The United States Air Force ("USAF") was a military service of the United States and an agency of the United States Department of Defense. The USAF contracted with federal contractors to obtain supplies, materials, equipment, and services for the USAF.

2. M.I.S. owned and operated Simplex Corporation ("Simplex"), a company that furnished supplies, materials, equipment, and services to the USAF.

3. L-3 Communications and Lockheed Martin Corporation ("Lockheed") were prime contractors that entered into a contract with the USAF to furnish supplies, materials, equipment, and services to the USAF.

Returned in open court pursuant to Rule 6
Oct. 17, 2017
Date
United States Magistrate Judge

4. Defense Support Services, LLC ("Defense Support Services") was a subcontractor that furnished supplies, materials, equipment, and services to Lockheed.

5. Between in or about 2009, and on or about October 1, 2010, **RYAN J. ROMERO** was employed by L-3 Communications as a maintenance manager, who was responsible for preparing maintenance reports, advising USAF personnel on maintenance issues, and supervising and evaluating mechanics as they performed maintenance, inspections, and other duties on aircraft and other equipment.

6. Between on or about October 1, 2010, and on or about August 5, 2012, **RYAN J. ROMERO** was employed by Lockheed as a maintenance manager, who was responsible for preparing maintenance reports, advising USAF personnel on maintenance issues, and supervising and evaluating mechanics as they performed maintenance, inspections, and other duties on aircraft and other equipment.

7. Between on or about February 23, 2009, and on or about October 1, 2010, **ADAM W. FAIR** was employed by L-3 Communications as a maintenance superintendent, who was responsible for installing, maintaining, repairing, modifying, and operating equipment, as well as maintaining performance and maintenance records on equipment.

8. Between on or about October 1, 2010, and on or about September 11, 2011, **ADAM W. FAIR** was employed by Defense Support Services as a maintenance supervisor.

9. Between in or about 2010, and in or about 2012, M.I.S. and Simplex were awarded contracts with the USAF to provide Mi-17 helicopters and parts to the USAF; these contracts stipulated that Simplex would be paid a reduced rate if helicopters were not available as required.

10. Between in or about 2010, and in or about 2012, Lockheed, L-3 Communications, and Defense Support Services, as a subcontractor of Lockheed, were awarded contracts with the USAF to provide maintenance checks and maintenance work on the Mi-17 helicopters and parts provided to the USAF by M.I.S. and Simplex.

B. THE CHARGE

Between on or about May 1, 2010, and on or about May 17, 2013, in the Northern District of Florida and elsewhere, the defendants,

RYAN J. ROMERO
and
ADAM W. FAIR,

did knowingly and willfully conspire, combine, confederate, and agree together and with other persons to commit an offense against the United States, namely:

1. to knowingly and willfully devise, and intend to devise, a scheme to defraud and for obtaining money and property by means of material false and fraudulent pretenses, representations, and promises, and to cause wire communications to be transmitted in interstate commerce for the purpose of executing such scheme, in violation of Title 18, United States Code, Section 1343; and

2. to knowingly and willfully devise, and intend to devise, a scheme to defraud L-3 Communications, Lockheed, and Defense Support Services, of the right to defendants' honest services through kick-backs, and to cause a wire communication to be transmitted in interstate commerce for the purpose of executing such scheme, in violation of Title 18, United States Code, Sections 1343 and 1346.

C. MANNER AND MEANS

The manner and means by which the conspiracy was committed included the following:

1. **RYAN J. ROMERO** and **ADAM W. FAIR** used their positions as employees of L-3 Communications, Lockheed, and Defense Support Services to obtain kick-backs and other monies in exchange for giving favorable treatment to M.I.S. and Simplex.

2. In or about May 2010, **RYAN J. ROMERO** and **ADAM W. FAIR** caused employees of L-3 Communications to perform work on Mi-17 helicopters owned by M.I.S. and Simplex without L-3 Communications being aware and compensated for this work.

3. In exchange for the work L-3 Communications employees performed on the helicopters, M.I.S. paid **RYAN J. ROMERO** approximately $40,000 and paid **ADAM W. FAIR** approximately $15,000.

4. In or about July 2010, **RYAN J. ROMERO** and **ADAM W. FAIR** purchased an aircraft tug for approximately $10,000.

5. In or about July 2010, **RYAN J. ROMERO** falsely represented to Lockheed that M.I.S. and Simplex owned an aircraft tug that was available for Lockheed to lease, when in truth, **ROMERO** and **ADAM W. FAIR**, and not M.I.S. or Simplex, owned the aircraft tug being offered for lease to Lockheed.

6. In or about October 2010, M.I.S., as an agent of Simplex, entered a contract with Lockheed under which Simplex agreed to lease to Lockheed an aircraft tug for approximately $12,000 a year, payable in monthly installments of approximately $1,000; M.I.S. entered the contract under the false pretense that Simplex, rather than **RYAN J. ROMERO** and **ADAM W. FAIR**, was providing the aircraft tug.

7. Over a period of 25 months, M.I.S. obtained a total of approximately $25,000 in payments from Lockheed for the lease of the aircraft tug owned by **RYAN J. ROMERO** and **ADAM W. FAIR**; M.I.S. transferred approximately $23,150 of these payments to **ROMERO** and **FAIR** and to accounts controlled by them.

8. In or about August 2010, defendant **RYAN J. ROMERO**, while employed as a maintenance manager for L-3 Communications, contacted M.I.S. and solicited kick-backs from M.I.S. and Simplex in exchange for the agreement of **ROMERO** and **ADAM W. FAIR** to provide favorable maintenance inspection reports to the USAF for all maintenance inspections on the Mi-17 helicopters that M.I.S. and Simplex supplied to the USAF.

9. M.I.S. agreed, that in exchange for the favorable reports provided by **RYAN J. ROMERO** and **ADAM W. FAIR** to the USAF, M.I.S. would give **ROMERO** and **FAIR** approximately $6,000 in kick-back payments each month.

10. To conceal payments received from M.I.S. and Simplex, **ADAM W. FAIR** created a company named A&R Aviation Logistics Solutions, Inc., and registered the company in the state of Delaware, listing **FAIR** and **RYAN J. ROMERO** as the points of contact on the registration.

11. To conceal payments received from M.I.S. and Simplex, **RYAN J. ROMERO** and **ADAM W. FAIR** opened Wells Fargo (formerly Wachovia) bank

accounts ending in -9540 and -9524, in the name of A&R Aviation Logistics Solutions, Inc., and maintained signature authority on those accounts.

12. **RYAN J. ROMERO** and **ADAM W. FAIR** caused favorable maintenance inspection reports to be submitted to the USAF for maintenance inspections on the Mi-17 helicopters that M.I.S. and Simplex supplied to the USAF; these favorable reports falsely represented that certain Mi-17 helicopters were fully mission capable, when in truth, there were maintenance issues that were not reported.

13. In exchange for favorable reports by **RYAN J. ROMERO** and **ADAM W. FAIR,** M.I.S. caused a total of approximately $156,000, through monthly installments of approximately $6,000, to be transferred to the A&R Aviation Logistics Solutions, Inc., account ending in -9540.

14. **RYAN J. ROMERO** and **ADAM W. FAIR** transferred approximately $153,177.16 from the A&R Aviation Logistics Solutions, Inc., account ending in -9540 to themselves and to accounts they controlled.

All in violation of Title 18, United States Code, Section 1349.

CRIMINAL FORFEITURE

The allegations contained in Count One of this Indictment are hereby realleged and incorporated by reference for the purpose of alleging forfeiture. From their engagement in the violation alleged in Count One of this Indictment, the defendants,

RYAN J. ROMERO
and
ADAM W. FAIR,

shall forfeit to the United States, pursuant to Title 18, United States Code, Section 981(a)(1)(C), and Title 28, United States Code, Section 2461(c), any and all of the defendants' right, title, and interest in any property, real and personal, constituting, and derived from, proceeds traceable to such offense.

If any of the property described above as being subject to forfeiture, as a result of acts or omissions of the defendants:

i. cannot be located upon the exercise of due diligence;

ii. has been transferred, sold to, or deposited with a third party;

iii. has been placed beyond the jurisdiction of this Court;

iv. has been substantially diminished in value; or

v. has been commingled with other property that cannot be subdivided without difficulty,

it is the intent of the United States, pursuant to Title 21, United States Code, Section 853(p), as incorporated by Title 28, United States Code, Section 2461(c), to seek forfeiture of any other property of said defendants up to the value of the forfeitable property.

A TRUE BILL:

Redacted per privacy policy

FOREPERSON

17 October 2017

DATE

CHRISTOPHER P. CANOVA
United States Attorney

J. RYAN LOVE
Assistant United States Attorney