

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

**UNITED STATES OF AMERICA**

**v.**

**WAYNE WILLIAMS**

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**CRIMINAL NO.: 15-235**

**SECTION: "A"**

**VIOLATION: 18 U.S.C. § 1343**

**FACTUAL BASIS**


Should this matter have gone to trial, the government would have proved beyond a reasonable doubt, through the introduction of competent testimony and admissible tangible exhibits, including the testimony of Special Agents and Financial Analysts of the FBI, representatives and customers of ADT Security, and representatives and customers of Protection One, the following to support the allegations charged by the government in the two count Bill of Information now pending against the defendant, **WAYNE WILLIAMS**.

Between in or about June 2010 and October 2011, **WILLIAMS** was employed by ADT Security. After leaving ADT in October 2011, **WILLIAMS** accepted a position with Protection One, and remained employed there until March 2012. At both companies, **WILLIAMS'** primary responsibilities included selling security systems to customers and negotiating customer contracts on behalf of ADT Security and Protection One. **WILLIAMS'** primary source of compensation was commissions received on contracts he negotiated with customers.

During his employment with ADT and Protection One, **WILLIAMS** submitted fraudulent contracts in order to receive commissions that he would not otherwise be entitled to. For example, in 2011, **WILLIAMS** submitted a contract to ADT for \$466,046.18 worth of equipment and installation services for a company known as HRI Properties. Based on this contract, ADT paid **WILLIAMS** approximately \$73,576.72 in commissions. ADT subsequently learned that **WILLIAMS** forged the signature of an HRI Properties employee on the \$466,046.18 contract, and executed a different version of the contract with HRI Properties which reflected an installation charge of only \$109,148.93. On or about August 9, 2011, in the Eastern District of Louisiana, **WILLIAMS** scanned the fraudulent \$466,046.18 contract with HRI Properties into ADT's computerized document management system in order to receive his commission. The contract was then transmitted through the Internet to ADT's Regional Group Director in North Carolina for review and approval.

Furthermore, in January 2012, **WILLIAMS** submitted a contract to Protection One for \$80,240.48 worth of equipment and installation services for a company known as CTDI. **WILLIAMS** forged the signature of the purported customer on the contract. Before Protection One discovered that the contract was a complete fabrication, Protection One paid **WILLIAMS** a commission of \$2,354.00. On or about January 24, 2012, in the Eastern District of Louisiana, **WILLIAMS** scanned the fraudulent contract with CTDI into Protection One's computerized document management system in order to receive his commission. The contract was then

transmitted through the Internet to Protection One's computer database in Kansas for review and approval.

  
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G. DALL KAMMER  
Assistant U.S. Attorney

12/8/15  
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Date

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LINDSEY WILLIAMS  
Counsel for Wayne Williams

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Date

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WAYNE WILLIAMS  
Defendant

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Date