

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

UNITED STATES OF AMERICA

Case No.: 3:17cr17/MCR

vs.

TIMOTHY JAMES NELSON
_____ /

STATEMENT OF FACTS

The parties agree with the truthfulness of the following factual basis for the defendant's guilty plea. The undersigned parties further agree that not all of the facts known from this investigation are contained in this brief summary.

In or about September 2014, the defendant began working as a contractor for O.G.S., a security company with an office in Arlington, Virginia, installing and repairing communication equipment in vehicles operated by employees of the U.S. Department of State Regional Security Office. Beginning in or about January 2015, the defendant, while working for O.G.S., traveled to Jerusalem where he stayed for a period of time before coming back to his home in Navarre, Florida, for a short stay, then repeating the travel cycle over again. When the defendant first began working in Jerusalem, the U.S. Department of State Regional Security Office made his

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hotel arrangements at the Waldorf Astoria Hotel in Jerusalem. The nightly rate at that hotel was \$360.00 per night, which was the U.S. Government lodging per diem in Jerusalem. However, after a short period of time, the defendant requested and received authorization from O.G.S. to stay at a different hotel. On the next trip, the defendant stayed at the Jerusalem Luxury Apartment at the rate of \$360.00 per night.

Beginning on or about July 3, 2015, the defendant elected to stay at a third location named Jerusalem Apartments. According to records obtained from Jerusalem Apartments, the defendant stayed there on the following five different occasions:

- 1) July 3, 2015 – September 10, 2015;
- 2) September 13, 2015 – September 26, 2015;
- 3) October 29, 2015 – November 30, 2015;
- 4) February 15, 2016, February 29, 2016; and
- 5) March 1, 2016 – March 31, 2016.

Both the defendant and the owner of Jerusalem Apartments were interviewed and both stated the defendant requested and the owner agreed to only charge the defendant \$180.00 per night instead of the standard \$360.00 per night rate. The defendant provided the owner with a copy of a receipt he had from a previous stay at Jerusalem Luxury Apartments charging \$360.00 per night, and asked the owner if he would agree to provide him with an

identical receipt from Jerusalem Apartments reflecting that he was being charged \$360.00 per night for the first four stays and \$380 per night for the fifth stay, even though he was only paying \$180.00 per night for the first four stays and \$190.00 per night for the fifth stay. The owner agreed and the defendant used those false receipts to submit false travel claims to O.G.S. for his travel reimbursement payment, and was reimbursed by the U.S. Department of State through O.G.S. at a rate of \$360.00 per night for the first four stays and \$380.00 per night for the fifth stay at Jerusalem Apartments, even though he, in fact, only paid half of that rate for the stays.

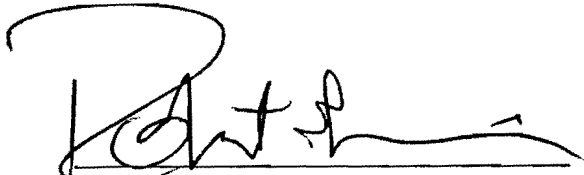
According to records reviewed by U.S. Department of State Regional Agent in Charge Karin Pacheco, the defendant submitted his travel expenses to O.G.S. for reimbursement. O.G.S. then submitted a claim to the U.S. Department of State, who paid O.G.S. the claimed amount, and O.G.S. then paid the defendant via a wire transfer from its account to the defendant's personal bank account at Eglin Federal Credit Union located in Fort Walton Beach, Florida. The defendant was reimbursed a total of \$59,300 for the five stays at Jerusalem Apartments. Since he was only charged half of that amount by Jerusalem Apartments, the defendant stole or converted for his own use \$29,650 from the U.S. Department of State, an agency of the U.S.

Government, which he knew, and now admits, he was not entitled to receive.

ELEMENTS OF THE OFFENSE

The defendant can be found guilty of the crime of theft or conversion of money of the United States of a value of more than \$1,000 in violation of Title 18, United States Code, Section 641 if:

- First: the money or property described in the information belonged to the United States;
- Second: the defendant stole, or converted such money or property to his own use or to the use of another;
- Third: the defendant did so knowingly and willfully with intent to deprive the owner of the use or benefit of the money or property so taken, and
- Fourth: the money or property had a value in excess of \$1000.



 ROBERT G. COLLINS
 Attorney for Defendant

29 MARCH 2017

 Date

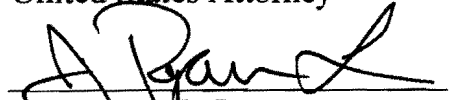


 TIMOTHY JAMES NELSON
 Defendant

29 MAR 2017

 Date

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3/30/17

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