

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
EVANSVILLE DIVISION

FILED

APR 20 2023

UNITED STATES OF AMERICA,	)		U.S. DISTRICT COURT
	)		EVANSVILLE, INDIANA
Plaintiff,	)		
	)	Cause No. 3:23-cr-	10 - mpb-mjd
v.	)		
	)		
MARIAMA A. WILSON,	)	-01	
	)		
WILLIAM E. PAYNE,	)	-02	
A/K/A "POOH," and	)		
	)		
TERRANCE D. HARDIMAN,	)	-03	
	)		
Defendants.	)		

INDICTMENT

The Grand Jury charges that:

General Allegations

At times material to the charges in this Indictment:

1. In Indiana, a township is a local governmental entity within a county that uses public funds to provide certain services to residents. A township is administered by an elected official called a Township Trustee.
2. Pigeon Township is one of eight townships in Vanderburgh County, Indiana. The Pigeon Township Trustee's Office (the "Trustee's Office") is located within the city of Evansville, Indiana. The mission of the Trustee's Office is to provide emergency financial relief to individuals residing in Pigeon Township who need assistance paying for essentials such as rent, utilities, and prescriptions.

3. **MARIAMA A. WILSON**, a defendant herein, served as the elected Pigeon Township Trustee. As Trustee, WILSON was able to authorize expenditures of Trustee's Office funds. WILSON, or her delegate, would generally approve an expense by signing a written agreement, bill, or invoice, and then delivering that document to the Chief Financial Officer of the Trustee's Office. The Chief Financial Officer would then issue a check, drawn on the Trustee's Office bank account, for the benefit of the designated payee.

4. **WILLIAM E. PAYNE, A/K/A "POOH,"** a defendant herein, worked in the Pigeon Township Trustee's Office as the Director of Community Relations and the Shelter Coordinator. As part of his job, PAYNE authorized payment of invoices related to his work.

5. The email accounts used by employees of the Trustee's Office were operated by 1&1 IONOS Inc. The computer network servers for 1&1 IONOS were located in Pennsylvania.

6. **TERRANCE D. HARDIMAN**, a defendant herein, owned Hardiman Construction LLC, an Indiana limited liability company that operated in the Evansville, Indiana area and purported to specialize in home renovations and new home builds. Neither HARDIMAN nor Hardiman Construction LLC was licensed as a contractor.

7. HARDIMAN and Hardiman Construction LLC used a software application called "Joist" to create and transmit estimates and invoices, collect payments from customers, and manage projects. The computer network servers for Joist were located in the state of Virginia. Additionally, HARDIMAN maintained and used "Gmail" as an email account. Gmail was an email service provided by Google. The computer network servers for Gmail were located outside of Indiana and Pennsylvania.

8. In or around February 2020, the Pigeon Township Trustee's Office agreed with Hardiman Construction LLC to remodel the Dorothea McGregor Family Shelter, a homeless

shelter located across the street from the Trustee's Office, in Evansville, Indiana, and to perform various projects related to the development of a food pantry on the site of the Dorothea McGregor Family Shelter.

COUNT 1
18 U.S.C. § 1349
Conspiracy to Commit Wire Fraud

9. Paragraphs 1 through 8 of this Indictment are incorporated herein.

10. Between on or about February 11, 2020 and May 27, 2022, within the Southern District of Indiana, MARIAMA A. WILSON, WILLIAM E. PAYNE, A/K/A "POOH," and TERRANCE D. HARDIMAN, the defendants herein, did knowingly conspire with each other to commit the offense of wire fraud (defined by Title 18, United States Code, Section 1343 as knowingly, and with the intent to defraud, having devised and intending to devise a scheme and artifice to defraud, and for obtaining money and property by means of false and fraudulent pretenses, representations, and promises, transmitting and causing to be transmitted by means of wire communication in interstate and foreign commerce, writings, signs, signals, pictures, and sounds, for the purpose of executing such scheme and artifice and attempting to do so).

Purpose of the Conspiracy

11. It was the purpose of the conspiracy for WILSON, PAYNE, and HARDIMAN to enrich themselves at the expense of the Pigeon Township Trustee's Office.

Manner and Means of the Conspiracy and Scheme

12. In furtherance of the conspiracy's unlawful purpose, WILSON, PAYNE, and HARDIMAN caused the Trustee's Office to pay false and inflated invoices submitted by Hardiman Construction LLC purportedly for the remodel of the Dorothea McGregor Family

Shelter and the development of the food pantry, and then divert the inflated amounts to themselves.

13. WILSON and PAYNE agreed to contract with Hardiman Construction LLC for the remodel of the Dorothea McGregor Family Shelter and the development of the food pantry in exchange for HARDIMAN agreeing to kick back a portion of the funds that Hardiman Construction received from the Trustee's Office for the projects to WILSON and PAYNE.

14. The defendants visited the homeless shelter and food pantry together in person, and during those visits, they identified specific projects that needed to be completed. The defendants discussed how much the projects should cost and by how much HARDIMAN should inflate those costs to cover the kickbacks to WILSON and PAYNE. In general, the defendants agreed to inflate the total cost in each invoice by \$1,000 to \$2,000.

15. HARDIMAN, on behalf of Hardiman Construction LLC, prepared invoices with inflated amounts for specific construction projects and submitted them via electronic wire communication to the Trustee's Office for approval and payment. The invoices did not contain any reference to the fact that a portion of the invoice amount would be used to make payments to WILSON and PAYNE. Among other dates, on the dates set forth below, HARDIMAN electronically transmitted invoices to WILSON or PAYNE, as part of the unlawful kickback scheme:

Date	Invoice Number	Amount Billed	Recipient of Invoice	Means of Transmission
2/21/2020	N/A	\$16,096	WILSON	Gmail
2/26/2020	N/A	\$10,800	PAYNE	Gmail
5/23/2020	000013	\$13,600	PAYNE	Joist
6/15/2020	000024	\$6,200	WILSON	Joist

3/19/2021	000107	\$8,000	WILSON	Joist
6/7/2021	000130	\$5,000	WILSON	Joist
10/26/2021	000147	\$6,000	WILSON	Joist
10/27/2021	000148	\$13,800	WILSON	Joist
1/20/2022	000171	\$25,000	WILSON	Joist
3/9/2022	INV0013	\$3,500	WILSON	Joist
5/11/2022	INV0028	\$16,750	WILSON	Text Message

16. WILSON or PAYNE approved the inflated invoices from Hardiman Construction LLC and delivered them to the Chief Financial Officer of the Trustee's Office for payment. The Trustee's Office issued payment to Hardiman Construction LLC via check.

17. HARDIMAN deposited the checks into a bank account for Hardiman Construction LLC, and then withdrew all or nearly all of the deposited amount in cash for the purpose of kicking back a portion to WILSON and PAYNE. HARDIMAN placed an amount of cash in an envelope and hand-delivered the envelope to WILSON or PAYNE. WILSON and PAYNE then divided the kickback funds between themselves.

18. For example, on or about October 28, 2021, and in connection with the invoice transmitted on October 27, 2021, as alleged above, the Pigeon Township Trustee's Office paid Hardiman Construction \$13,800 via check no. 26794. On that same day, HARDIMAN deposited check no. 26794 into Hardiman Construction's account at Regions Bank. On or about October 29, 2021, HARDIMAN withdrew \$9,400 in currency from Hardiman Construction's account. On that same day, HARDIMAN delivered approximately \$2,000 in currency to WILSON and PAYNE at the homeless shelter. Also on that same day, PAYNE deposited \$1,000 in currency into his bank account.

19. Typically, WILSON and PAYNE deposited some of the money into their respective bank accounts and retained the balance of the money for their personal use.

20. In total, between February 11, 2020 and May 16, 2022, the Trustee's Office paid HARDIMAN and Hardiman Construction approximately \$215,371 via check for the homeless shelter and food pantry projects. As a result of the kickback scheme, WILSON and PAYNE received approximately \$38,000 in currency in total, or approximately \$19,000 each.

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

COUNTS 2-5
18 U.S.C. §§ 1343 and 2
Wire Fraud

21. Paragraphs 1 through 8 and 10 through 20 of this Indictment are incorporated herein.

22. Between on or about February 26, 2020 and October 27, 2021, within the Southern District of Indiana, MARIAMA A. WILSON, WILLIAM E. PAYNE, A/K/A "POOH," and TERRANCE D. HARDIMAN, the defendants herein, having devised and intending to devise a scheme and artifice to defraud, and for obtaining money and property by means of false and fraudulent pretenses, representations, and promises, for the purpose of executing such scheme and artifice and attempting to do so, did knowingly transmit and cause to be transmitted by means of wire communication in interstate and foreign commerce, writings, signs, signals, pictures, and sounds, and did aid and abet each other in so doing, as set forth in each count below:

Count	Date	Interstate Wire Transmission
2	2/26/2020	HARDIMAN's electronic transmission of a false invoice, therein billing the Pigeon Township Trustee's Office a total of \$10,800, via Gmail to PAYNE at his Trustee's Office email account, in furtherance of an unlawful kickback scheme.
3	5/23/2020	HARDIMAN's electronic transmission of a false invoice, therein billing the Pigeon Township Trustee's Office a total of \$13,600, via Joist to PAYNE at his Trustee's Office email account, in furtherance of an unlawful kickback scheme.
4	6/15/2020	HARDIMAN's electronic transmission of a false invoice, therein billing the Pigeon Township Trustee's Office a total of \$6,200, via Joist to WILSON at her Trustee's Office email account, in furtherance of an unlawful kickback scheme.
5	10/27/2021	HARDIMAN's electronic transmission of a false invoice, therein billing the Pigeon Township Trustee's Office a total of \$13,800, via Joist to WILSON at her Trustee's Office email account, in furtherance of an unlawful kickback scheme.

Each of which is in violation of Title 18, United States Code, Sections 1343 and 2.

COUNT 6
18 U.S.C. § 1956(a)(1)(B)(i)
Money Laundering

23. Paragraphs 1 through 8, 10 through 20, and 22 of this Indictment are incorporated herein.

24. Between on or about October 28, 2021 and October 29, 2021, within the Southern District of Indiana, TERRANCE D. HARDIMAN, a defendant herein, knowing that the property involved in a financial transaction represented the proceeds of some form of unlawful activity, that is, wire fraud, did knowingly conduct such a financial transaction which in fact involved the proceeds of specified unlawful activity, knowing that the transaction was designed in whole or in part to conceal and disguise the nature, the location, the source, the ownership, and the control of the proceeds of specified unlawful activity.

All of which is in violation of Title 18, United States Code, Section 1956(a)(1)(B)(i).

FORFEITURE

1. The allegations contained in Counts 1 through 5 of this Indictment are hereby realleged and incorporated by reference for the purpose of alleging forfeitures pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c).

2. Upon conviction of an offense in violation of Title 18, United States Code, Section 1343, MARIAMA A. WILSON, WILLIAM E. PAYNE, A/K/A "POOH," and TERRANCE D. HARDIMAN, the defendants herein, shall forfeit to the United States of America, pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), any property, real or personal, which constitutes or is derived from proceeds traceable to the offense.

3. The allegations contained in Count 6 of this Indictment are hereby realleged and incorporated by reference for the purpose of alleging forfeitures pursuant to Title 18, United States Code, Sections 982(a)(1).

4. Upon conviction of an offense in violation of Title 18, United States Code, Section 1956, TERRANCE D. HARDIMAN shall forfeit to the United States of America, pursuant to Title 18, United States Code, Section 982(a)(1), any property, real or personal, involved in such offense, and any property traceable to such property.

5. With respect to all counts, the property to be forfeited includes, but is not limited to, a sum of money equal to the total amount of the proceeds of the offense (a money judgment).

6. If any property subject to forfeiture, as a result of any act or omission of the defendants:

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

- B. has been transferred or sold to, or deposited with, a third party;
- C. has been placed beyond the jurisdiction of the court;
- D. has been substantially diminished in value; or
- E. has been commingled with other property which cannot be divided without difficulty,

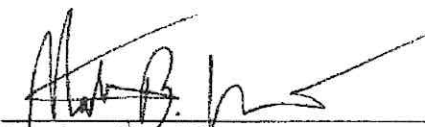
the United States shall be entitled to forfeiture of substitute property pursuant to Title 21, United States Code, Section 853(p), as incorporated by Title 28, United States Code, Section 2461(c). In keeping with the foregoing, it is the intent of the United States to seek forfeiture of any other property of the defendants up to the value of all forfeitable property.

A TRUE BILL;


FOREPERSON

ZACHARY A. MYERS
United States Attorney

By:


Matthew B. Miller
Assistant United States Attorney
NJL

