

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

UNITED STATES OF AMERICA

v.

Wael Hammad

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CRIMINAL NO: 12-60

SECTION: "L" (3)

FACTUAL BASIS

If this case were to proceed to trial, the government would prove the defendant guilty beyond a reasonable doubt guilty of Counts 1 and 2 of the Indictment filed February 2, 2011. Count 1 charges **Wael Hammad**, ("**W. Hammad**") with knowingly conspiring with A. Hammad (A. Hammad) and others known and unknown to maliciously damage and attempt to destroy by means of fire, a commercial building on or about, December 14, 2011. Count 2 charges **W. Hammad** and A. Hammad with maliciously damaging and attempting to destroy by means of fire the said commercial building on or about December 14, 2011. The Government would establish the following through reliable and competent testimony and admissible tangible exhibits, including documentary evidence:

Before December 14, 2011, **W. HAMMAD** and A. Hammad leased and operated a convenience store located in the premises at 3651 18th Street, Metairie, Louisiana, in the Eastern District of Louisiana. The convenience store they operated received and sold merchandise in interstate commerce before and until the December 14, 2011 fire. Video evidence would be introduced into evidence showing that: On December 14, 2011, A. Hammad gathered loose papers and other flammable items and placed them on and about the commercial range at the business premises located at 3651 18th Street, Metairie, Louisiana; A. Hammad and **W. HAMMAD** caused the closing of the business before 10:30 p.m. on December 14, 2011; they attempted to disable the security systems recording of their activities; A. Hammad turned on at least one burner of the commercial stove and ignited the paper and plastic products placed on the stove on December 14, 2011; A. Hammad and **W. HAMMAD** attempted to limit the surveillance cameras to a recording of the fire after its ignition by A. Hammad; and after the ignition of the loose papers and flammable items causing the kitchen area to catch on fire, A. Hammad and **W. HAMMAD** turned of the lights, locked the building and left the premises and failed to report or extinguish the fire.

W. HAMMAD had business and personal property insurance through Colony Speciality Insurance in the amount of \$250,000.00 on the business operated at 3651 18th Street, Metairie, Louisiana. On December 15, 2012, **W. HAMMAD** initiated a fire claim for loss of the inventory of the convenience store due to the December 14, 2011 arson. An adjuster for Colony Speciality would testify that the loss from the fire totaled approximately \$150,000 to \$200,000 for the fire damage to moveable property and inventory insured by the Hammads.

The commercial building containing the municipal address 3651 18th Street, Metairie, Louisiana was owned by L.N. who had the building insured for fire loss with State Farm Fire and Casualty Company. State Farm Fire and Casualty Company made payments under the policy, including the waiver of the policy deductible totaling \$94,333.52 which included \$65,833.52 for the damages to the building, \$28,000.00 for loss of income, and \$500 for L.N's deductible.

W. HAMMAD admits that on or before December 14, 2011 he conspired and agreed with A. Hammad to maliciously damage and attempt to destroy by means of fire the building containing the municipal address 3651 18th Street, Metairie, Louisiana. Also he acknowledges that said conduct constitutes knowing violations of Title 18, United States Code, Section 844(n).

W. HAMMAD admits that on December 14, 2012, he and A. Hammad maliciously damaged and attempted to destroy by means of fire, the building containing the municipal address 3651 18th Street, Metairie, Louisiana. Also he acknowledges that said conduct constitutes knowing violations of Title 18, United States Code, Section 844(i).

TONY GORDON SANDERS
Assistant United States Attorney

DATE

DAVISON EHLE, III
Attorney for Defendant

DATE

Wael Hammad
Defendant

DATE