

*Filed in
Open Court
3-4-08*

IN THE SUPERIOR COURT OF BANKS COUNTY
STATE OF GEORGIA

STATE OF GEORGIA)	
)	
vs.)	CRIMINAL CASE
)	07-CR-184
TIMOTHY G. MADISON,)	
LINN MADISON, AKA LINN JONES,)	
and ANTHONY BRETT WILLIAMS)	

STATE OF GEORGIA'S FACTUAL BASIS IN SUPPORT
OF TIM MADISON'S GUILTY PLEA

COMES NOW the State of Georgia, by and through the Attorney General, and presents a factual basis in support of Timothy G. Madison's guilty plea in the above-styled matter. It is intended that this factual basis be incorporated into the record during the plea and sentencing.

If this matter were to proceed to trial, the State anticipates that the evidence would show:

General Background

From 1983 until his resignation in June 2007, the defendant was District Attorney of the Piedmont Judicial Circuit. The Piedmont Judicial Circuit consists of Jackson, Barrow, and Banks Counties. Full-time offices are staffed with prosecutors and support staff in each county.

For all intents and purposes, Jackson County is where the defendant maintained his office.

The district attorney's office is staffed by prosecutors salaried by the State and prosecutors salaried in whole or in part by one or more of the circuit's counties. Generally, district attorneys' offices are provided one state-paid assistant district attorney for each superior court judge. Counties frequently augment a district attorney's staff by funding additional prosecutor positions. Also, counties frequently supplement a state-paid prosecutor's salary with county funds. Such was the case in the defendant's office during the time in which the crimes alleged in the indictment occurred.

**Crimes Involving Anthony Brett Williams'
Banks County Salary**

Counts one through four of the indictment relate to a scheme involving a full-time salary paid to then-Assistant District Attorney Anthony Brett Williams. Williams is a co-defendant in the indictment.

The defendant hired Williams in October 2002 as a full-time, state-paid assistant district attorney in the Piedmont Judicial Circuit. Until January 2005, Williams worked primarily in the Jackson County office.

Gabriel Bradford was a county-paid assistant district attorney in the Piedmont Judicial Circuit from 2001 through the end of November 2004. Until he left the district attorney's office, Bradford was assigned to the Barrow and Banks County offices. In or around January 2005, the defendant assigned Williams to work in the Banks County office, taking Mr. Bradford's place.

At the time of Williams' assignment to Banks County, he was earning approximately \$55,000.00 a year from the state. Sometime after Williams began working in Banks County, probably in or around February 2005, the defendant told Williams that he would be paid a \$1,000.00 monthly county supplement from Banks County. The defendant told Williams that the payments Williams would receive each month would be in excess of the \$1,000.00 supplement. The defendant told Williams to maintain the balance of the monthly payments from Banks County in Williams' personal checking account. The defendant told Williams the balance of the money was for a training fund. The defendant told Williams he would be directed as necessary to make payments out of the training fund.

Also in February 2005, the defendant submitted his 2005 budget request to the Banks County Commission, which included a full-time assistant district attorney position

for the Banks County office with an annual salary of \$50,400.00. As it had done in previous years, Banks County readily agreed to fund the position based upon the defendant's commitment to assign a full-time prosecutor to Banks County. The defendant told Banks County that Williams was to be the assistant district attorney assigned to Banks County and was to be placed on the Banks County payroll. At no time was Banks County told that Williams was already a full-time, state-paid assistant district attorney. Banks County authorities say, without equivocation, the county would never have agreed to pay Williams a full-time salary had the county been told Williams was already state-paid.

In addition to Williams' salary, the defendant requested \$500.00 for training. The training money request was approved by Banks County. Banks County authorities say, without equivocation, the county would never have approved money for training by having Williams' salary split as supplemental pay and training.

On March 10, 2005, Williams filled out the requisite paperwork to become a Banks County employee with an indicated salary of \$50,400.00 a year. Beginning on March 13, 2005, Williams was paid biweekly by Banks County. Every other week Williams received a payroll check from

Banks County which he deposited into his Bank of America checking account. Each payroll check he received was clearly identifiable as a payroll check, and was attached to a pay stub which detailed state and federal withholding taxes, social security withholding, etc. Nothing on the payroll check or pay stub indicated part of the money was for "training" or any other purpose.

Between March 10, 2005, and November 6, 2005, Williams was a Banks County employee. During that time period, Williams received a 3% salary increase given to all Banks County employees. Williams was notified in a letter (that he has acknowledged receiving) that his salary was increased in July 2005 from \$50,400.00 to \$53,000.00. All told, Banks County paid \$34,446.49 towards Williams' salary. Williams' net pay, all deposited into his Bank of America account, was \$24,563.80. The defendant removed Williams from Banks County and the Banks County payroll on November 6, 2005, and reassigned him to Jackson County.

Williams kept \$1,000.00 each month from his Banks County payroll checks for himself. The balance each month he retained in his personal checking account until directed by the defendant to make the following payments:

1. April 12, 2005, check to Linn Jones in the amount of \$568 for "airfare";

2. April 12, 2005, check to the Windsong Sailing Academy in the amount of \$1,200;
3. April 26, 2005, check to the Windsong Sailing Academy in the amount of \$1,200;
4. June 2, 2005, check to Carlson Wagonlit for "airfare" in the amount of \$648.58;
5. June 30, 2005, check to the National District Attorneys Association for "training" in the amount of \$375;
6. September 9, 2005, check to Tim Madison for "training" in the amount of \$6,243.79;
7. October 12, 2005, check to Tim Madison for "training" in the amount of \$1,976.94;
8. November 3, 2005, check to Tim Madison for "training" in the amount of \$1,834.00; and
9. November 16, 2006, Bank of America cashier's check to Tim Madison in the amount of \$1,417.54.

The April 12, 2005, "airfare" check to Linn Jones was deposited into co-defendant Linn Madison's personal CB&T checking account in Jackson County. Linn Madison is the defendant's wife, but was officially referred to by her maiden name, Linn Jones, in and around the district attorney's office where she was employed. An analysis of Linn Madison's CB&T account failed to reveal any airfare expenditures. Though, on the date she deposited the

\$568.00 check, she withdrew \$2,000.00 in cash from her CB&T account.

The checks to the Windsong Sailing Academy were partial payment for a sailing school the defendant and several prosecutors from his office, including Williams, attended on Lake Lanier as a team building exercise. The defendant's wife also attended the sailing school.

The defendant used the \$6,243.79 check written to him by Williams to open a personal checking account at CB&T in Jackson County. The defendant subsequently deposited the two additional checks written to him by Williams and the cashier's check from Williams into the CB&T account. One month after opening his CB&T account, the defendant purchased a motorcycle from Lee Langford with a \$7,000.00 check drawn on the account.

The above facts support the charge of theft by taking as set forth in count 1 of the indictment. The theory of the state's case at trial would be that of theft by deception, in that Banks County was deceived into paying Williams a full-time salary, not having been told of Williams' status as a full-time state employee or of the defendant's ultimate intentions for the disposition of the salary.

The facts also support the charge of theft by receiving stolen property as set forth in count 2 of the indictment. Both Williams and the defendant knew or should have known the salary being paid to Williams, and distributed to or at the direction of the defendant, was stolen.

The facts also support the charge of violation of oath of office as set forth in count 3 of the indictment. On January 12, 2005, the defendant took an oath as district attorney in which he swore or affirmed to, inter alia, "take only my lawful compensation." The money he received directly or constructively through Williams placed the defendant in violation of his oath. (Count 4 similarly charges Williams with violation of oath of office.)

**Crimes Involving Linn Madison's
Banks County Employment**

At the same time he was putting Williams on the Banks County payroll, the defendant requested Banks County give his office \$13,500.00 for a part-time pre-trial diversion and victim/witness coordinator for Banks County. The program was to be self-funded by a \$300.00 fee assessed to each pre-trial diversion participant. Banks County approved the request. Immediately thereafter the defendant hired his wife to work twenty hours a week as the Banks

County pre-trial diversion victim/witness coordinator.

Like Williams, Linn Madison went to work for Banks County on March 10, 2005.

In addition to her Banks County part-time job, Linn Madison was employed full-time by Jackson County as the victim/witness coordinator for the district attorney's office. In essence, Linn Madison was paid to work a minimum of sixty hours a week between the two jobs.

Linn Madison had set up the pre-trial diversion program in Banks County before actually being hired by Banks County, so the program was already up and running by March 10, 2005. Linn Madison filed monthly time sheets with Banks County which were the basis for how she was paid each month. The time sheets were signed by Linn Madison and the defendant. The following represents the number of hours Linn Madison supposedly worked each month in Banks County with the pre-trial diversion program, and the number of defendants signed up for pre-trial diversion each month:

March 2005 -- 58 hours; ten defendants

April 2005 -- 55 hours; three defendants

May 2005 -- 28 hours; fourteen defendants

June 2005 -- 83 hours; one defendant

July 2005 -- 50 hours; no defendants

August 2005 -- 85 hours; seven defendants

September 2005 -- 84 hours; three defendants
October 2005 -- 93 hours; six defendants
November 2005 -- 68 hours; two defendants
December 2005 -- 87.5 hours; four defendants
January 2006 -- 94 hours; twelve defendants
February 2006 -- 80 hours; twenty-six defendants
March 2006 -- 101 hours; nine defendants
April 2006 -- 93 hours; three defendants
May 2006 -- 100 hours; three defendants
June 2006 -- 105 hours; four defendants
July 2006 -- 89 hours; two defendants
August 2006 -- 98 hours; six defendants
September 2006 -- 91 hours; three defendants
October 2006 -- 96 hours; five defendants
November 2006 -- 71 hours; one defendant

Linn Madison's time sheet for December 2006 only included the first three days of the month, indicating twelve hours worked. Only one defendant was signed up in December 2006.

Former and current employees of the district attorney's office universally say Linn Madison was rarely seen in the Banks County office. Linn Madison's absence from the Banks County office, and the disproportionate number of hours billed in relation to defendants signed up in the pre-trial diversion program, belie a notion that she

was in fact working a minimum of twenty hours a week in Banks County. However, proving exactly what work Linn Madison did or did not do on any given day is difficult. In essence, it is akin to proving a negative.

However, through collateral evidence, on at least four days it is possible to prove that Linn Madison was not in Banks County working when she and the defendant said she was. Travel records, credit card records, various documents, and witnesses contradict Linn Madison's time sheets as follows:

Linn Madison obtained a \$5,000.00 cash advance from a credit card at a bank in Clearwater, Florida, on June 25, 2005. She made a \$238.37 credit card purchase at Wal-Mart in Bushnell, Florida, on June 27, 2005. However, the time sheet Linn Madison submitted to Banks County on July 3, 2005, signed also by the defendant, indicated she was working in Banks County from 10:00 a.m. to 2:00 p.m. on June 25 and from 8:00 a.m. to 12:00 p.m. on June 27. This constitutes a false writing as set forth in count 5 of the indictment.

Linn Madison used her credit card to pay \$71.21 to check into the Sugar Mill Ruins Travel Park in New Smyrna Beach, Florida, at 5:38 p.m. on March 9, 2006. However, the time sheet Linn Madison submitted to Banks County on

March 12, 2006, signed also by the defendant, indicated she was working in Banks County from 4:00 p.m. to 7:00 p.m. on March 9. This constitutes a false writing as set forth in count 6 of the indictment.

Linn Madison made a charge on her credit card for \$522.99 on July 13, 2006, to the GCA Emerald Princess in Brunswick, Georgia. She and the defendant were listed on the ship's manifest for July 13, 2006. However, the time sheet Linn Madison submitted to Banks County on July 16, 2006, indicated she was working in Banks County from 1:00 p.m. to 6:00 p.m. on July 13. This constitutes a false writing as set forth in count 7 of the indictment.

Linn Madison made a charge on her credit card on August 3, 2006, at a Chevron in San Diego, California. She made a charge on her credit card on August 5, 2006, at a winery in Temecula, California. However, the time sheet Linn Madison submitted to Banks County on August 13, 2006, signed also by the defendant, indicated she was working in Banks County from 4:00 p.m. to 8:00 p.m. on August 4 and from 10:00 a.m. to 3:00 p.m. on August 5. This constitutes a false writing as set forth in count 8 of the indictment.

The defendant claims he did not sign the specific timesheets giving rise to counts 5 through 8.

Related or Similar Transaction Offenses

As part of the plea agreement, the State has agreed to forego indictments in Jackson and Barrow Counties on related charges. The restitution amount agreed to by the parties includes the dollar amounts discussed below. However, the State would expect to prove the following as related or similar transactions:

The defendant occasionally required assistant district attorney candidates to enter a contract wherein the prospective hire committed to work for the defendant for a certain number of years. The contract provided that in the event the assistant district attorney left the office prior to the agreed upon number of years, the departing lawyer would pay the district attorney's office liquidated damages to reimburse the office for the costs and time of training the assistant district attorney.

Two lawyers, former assistant district attorneys Gabriel Bradford and Coy Johnson entered contracts with the defendant upon being hired by the district attorney's office. Both lawyers left the defendant's office prior to the required number of years of service. Bradford and the defendant negotiated a settlement on the contract, with Bradford agreeing to pay the defendant \$2,000.00 as liquidated damages. Bradford wrote the defendant two \$1,000.00 checks, one each on February 14, 2005, and April

13, 2005. The defendant deposited both checks into his personal checking account at the Main Street Bank in Barrow County. Johnson similarly left the defendant's office and negotiated a settlement on the contract. Johnson wrote the defendant a \$1,700.00 check as liquidated damages on August 24, 2006. The defendant deposited the check into his personal CB&T checking account in Jackson County. Neither former assistant district attorney would have written checks to the defendant had they known the checks would be deposited in the defendant's personal accounts and would not be used for the purpose for which they were written. This constitutes theft by deception. The defendant claims he spent the liquidated damages money on office-related expenses. Nonetheless, he agrees the money should be repaid.

The defendant was in Lake Tahoe, Nevada, on November 17, 2005, and wrote a \$500.00 check to Horizon Casino and Resort. The check was drawn on the Banks County District Attorney checking account located at SouthTrust Bank in Jackson County. The check was cashed at the main casino cage. This constitutes theft by taking. The defendant claims this money was spent on legitimate prosecutor training expenses while he was in Nevada. Nonetheless, he agrees the money should be repaid.

The defendant wrote a \$200.00 check payable to "Petty Cash -- Linn Jones" on November 29, 2006. The check was drawn on the Banks County District Attorney SouthTrust Bank account. Linn Madison deposited the check into her personal CB&T checking accounting. This constitutes theft by taking. The defendant claims the check written to Linn Madison was because she incurred legitimate office expenses. Nonetheless, he agrees the money should be repaid.

Other Aspects of the Investigation

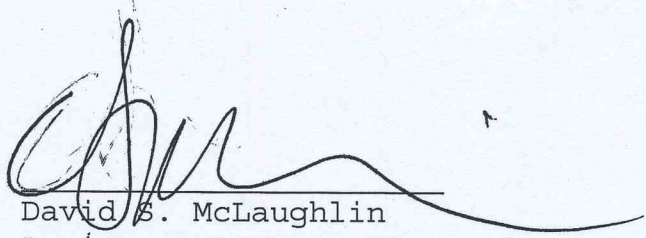
As the Court noted during the hearing on February 1, 2008, the investigation of the defendant was far reaching and extremely detailed. Many of the allegations investigated were detailed in a series of regional newspaper articles in early 2006. However, much of what has been investigated involved expenditures of money in which criminal intent could not be proven or was not found. For instance, the defendant spent tens of thousands of dollars for travel related to training he attended throughout the United States; team building activities for his office, which included white water rafting, skiing, kayaking, sailing schools, baseball games, etc.; bonuses to augment salaries and to reward good performance; meals for the office staff; and gift cards to reward good

performances by assistant district attorneys. While this investigation can and should give rise to tremendous scrutiny and debate state-wide on the appropriate use of drug forfeiture money, victim/witness money, and other money, the State has not alleged the defendant's usage constituted theft.

Conclusion

The above facts would be expected to be proven by the testimony of current and former assistant district attorneys and support staff; records custodians from varying financial institutions; non-custodial statements made by Williams; financial analysis by the Georgia Bureau of Investigation (GBI); testimony of the investigating case agent and assisting agents; testimony of officials from Banks, Barrow, and Jackson Counties; and various records and documents.

Respectfully submitted and filed in open court this 4th day of March, 2008.


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