

FILED IN OPEN COURT
DATE 11/5/25
BY [Signature]
DEPUTY CLERK
[Signature] DIVISION, WD of VA

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF VIRGINIA
DANVILLE DIVISION**

UNITED STATES OF AMERICA :
 :
 v. : **Case No.** 4:25CR00021
 :
 BILLY WAYNE WOOTEN :

STATEMENT OF FACTS

The United States and the Defendant, Billy Wayne Wooten (“WOOTEN”), agree and stipulate that the following is true. This Statement of Facts briefly summarizes the facts and circumstances surrounding the defendant’s criminal conduct. It does not necessarily contain all of the information obtained during this investigation and applicable to an accurate Presentence Report and Sentencing Guidelines calculation. This Statement of Facts is not protected by proffer agreement or any other agreement, and shall be wholly admissible at trial notwithstanding any Rules or statutes to the contrary, including but not limited to, Federal Rules of Evidence 408 and 410, and Federal Rule of Criminal Procedure 11.

1. WOOTEN served as an administrator for a private university based in the Western District of Virginia (University Victim 1). Given his role, University Victim 1 entrusted WOOTEN to use University Victim 1’s credit card to make purchases on behalf of University Victim 1. WOOTEN abused the position of trust that University Victim 1 had placed in him by using the University Victim 1’s credit card to make personal purchases and by making other personal purchases that WOOTEN billed to University Victim 1. WOOTEN engaged in a similar pattern of conduct as his prior employer – a private university based in Kentucky (University Victim 2).

WOOTEN'S FRAUD

2. Beginning in approximately 2018, WOOTEN served as an Executive Director for University Victim 1 – a private university based in the Western District of Virginia. As part of his role with University Victim 1, WOOTEN purchased food and other items for students and other members of the University Victim 1 community.

3. To make these purchases, University Victim 1 entrusted WOOTEN with a credit card that was paid for by University Victim 1. When WOOTEN was unable to use the credit card to make purchases on behalf of University Victim 1, University Victim 1 permitted WOOTEN to incur expenses on behalf of University Victim 1 and submit an invoice to University Victim 1 for repayment.

4. Beginning on a date unknown but as early as February 1, 2023 and through a date unknown but as late as November 30, 2023, WOOTEN used University Victim 1's credit card to purchase items for personal use that did not benefit University Victim 1. The fraudulent purchases included groceries for personal use and home improvement expenses for WOOTEN's personal residence. To make the fraudulent purchases, WOOTEN transmitted wire communications in interstate commerce.

5. For example, on or about May 5, 2023, WOOTEN made a purchase using Victim University 1's credit card for approximately \$3,878.43 with an online auction website.

6. WOOTEN also made several purchases from third-party online vendors for personal items and submitted the invoices to University Victim 1 for reimbursement. These purchases included sports memorabilia items like professional sports trading cards and other sports collectable items.

7. For example, on or about February 28, 2023, WOOTEN purchased four items of sports memorabilia – including professional basketball player trading cards – from a vendor based in Maine for approximately \$17,156. The payment was a wire in interstate commerce.

8. On or about March 2, 2023, WOOTEN submitted an invoice to University Victim 1 from that same vendor for approximately \$6,000. WOOTEN changed the line items on the invoice to suggest that the invoice was for a local charitable cause, when, in fact, it was for sports memorabilia that he had purchased for his own personal use. WOOTEN also removed the contact information for the vendor to conceal his scheme from University Victim 1.

9. WOOTEN abused his position of trust to carry out and conceal his fraudulent scheme.

10. During the course of WOOTEN's scheme, his University Victim 1 credit card reached its maximum spending limit which prohibited him from making additional purchases. After that, he directed two of his subordinates to make purchases on his behalf with their University Victim 1 credit cards and provided them with fraudulent receipts to submit to University Victim 1. In total, WOOTEN defrauded University Victim 1 of at least \$145,000. WOOTEN paid approximately \$145,000 in restitution to University Victim 1, and also paid the legal fees that University Victim 1 incurred in connection with its internal investigation of WOOTEN's conduct.

ADDITIONAL MATTERS

11. Before his employment with University Victim 1, WOOTEN served as a Professor with University Victim 2 – a private university based in Kentucky.

12. Beginning on a date unknown but at least as early as 2014, WOOTEN abused the position of trust that University Victim 2 had placed in him by submitting false invoices and

misappropriating money that belonged to University Victim 2. WOOTEN defrauded University Victim 2 of at least \$53,000.


13. In or about 2018, WOOTEN paid University Victim 2 \$50,000 in restitution.

I, BILLY WOOTEN, have reviewed the above Statement of Facts with my attorney and believe the facts are true and correct. I agree that had this matter proceeded to trial, the United States would have proved the facts outlined above beyond a reasonable doubt.


1/30/25
Date


BILLY WOOTEN
Defendant

1/30/25
Date


Keith Fitzgerald
Attorney for Defendant

Had this matter proceeded to trial, the United States would have proved the facts outlined above beyond a reasonable doubt. The government reserves the right to present additional evidence at the time of sentencing regarding relevant conduct of the defendant.


VITO A. IAIA (IL Bar No. 6327072)
Assistant United States Attorney
255 West Main Street, Room 130
Charlottesville, Virginia 22902