

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

UNITED STATES OF AMERICA

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CRIMINAL NO. 11-299

v.

*

SECTION: “HH”

AARON F. BROUSSARD

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FACTUAL BASIS

Should this matter have proceeded to trial, the Government would have proven, through the introduction of competent testimony and admissible evidence, the following facts, beyond a reasonable doubt, to support the allegations in the Second Superseding Indictment now pending against the defendant:

INTRODUCTION

Beginning in 1992, Karen Parker, a/k/a Karen Parker Broussard (“Parker”) began working as an administrative assistant for the Jefferson Parish Council. On or about July 31, 2003, Parker resigned from her position as an administrative assistant for then Jefferson Parish Councilman **AARON F. BROUSSARD (“BROUSSARD”)** and began working for **BROUSSARD**’s campaign for Jefferson Parish President. On or about October 4, 2003, **BROUSSARD** was elected Parish President of Jefferson Parish. Approximately four years later, on or about October 20, 2007,

BROUSSARD was re-elected by the voters of Jefferson Parish. On or about May 29, 2004, Parker and **BROUSSARD** were married.

At all times relevant to this case, Thomas G. Wilkinson, a/k/a Tom Wilkinson (“Wilkinson”), was the Parish Attorney for Jefferson Parish and in that position had supervisory authority over the Jefferson Parish Attorney’s Office, the authority to approve the hiring of new employees, and the authority to approve pay raises for Parish Attorney’s Office employees. Timothy A. Whitmer, a/k/a Tim Whitmer (“Whitmer”) was the Chief Administrative Officer/Chief Administrative Assistant (“CAO”) for Jefferson Parish.

The government would present evidence at trial to establish that Jefferson Parish utilized Iberia Bank, formerly Omni Bank, for Automated Clearing House transactions (payroll) who transmitted, via wire, these payroll transactions that crossed state lines before the payroll funds were deposited into the recipient (employee) bank account. Parker established direct deposit with the Jefferson Parish Employees Credit Union (JPEFCU) and her salary while she was employed at Jefferson Parish, as set forth below from 2004 through 2010, was deposited into her JPEFCU accounts.

Further, the government would present evidence that the Jefferson Parish Attorney’s Office is a local government agency of Jefferson Parish. Jefferson Parish received federal assistance in excess of \$10,000.00 during each of the one year periods beginning on January 1st and ending December 31st for the years 2004, 2005, 2006, 2007, 2008, 2009, and 2010.

THE CONSPIRACY TO COMMIT BRIBERY, THEFT CONCERNING PROGRAMS RECEIVING FEDERAL FUNDS, AND WIRE FRAUD (COUNT 1) AND THEFT CONCERNING PROGRAMS RECEIVING FEDERAL FUNDS (COUNT 27)

After his election on October 4, 2003, but prior to him taking office as the Jefferson Parish President, **BROUSSARD** set up a meeting with Tim Whitmer, Tom Wilkinson, and one other high-ranking Jefferson Parish official to discuss creating a new and unnecessary position for Parker with the Parish under the **BROUSSARD** administration. During this meeting, it was understood by the parties that Parker would be hired as a “Paralegal Supervisor” under the purview of the Parish Attorney’s Office in Jefferson Parish. The Paralegal Supervisor position is an unclassified position and, therefore, Karen Parker was not required to take a Civil Service examination, nor was she subject to the strict hiring requirements and safeguards associated with Civil Service positions. **BROUSSARD** specifically wanted to have other Parish officials, including Wilkinson, be the individuals who hired Parker, because he knew that once he took over the position of Parish President, he could not hire Parker, and there would be increased scrutiny as a result of their romantic relationship.

BROUSSARD knew that on or about October 28, 2003, Wilkinson approved the rescission/cancellation of Parker’s July 31, 2003 resignation from Jefferson Parish employment, which allowed her to collect additional money and salary in the form of longevity pay, tenure awards, health insurance benefits, and annual leave. **BROUSSARD** also knew that Wilkinson approved the placing of Parker on leave without pay for the time period August 1, 2003, through October 31, 2003, thereby eliminating any break in her employment with Jefferson Parish.

The government would present evidence to establish that all parties to the decision to hire Parker – **BROUSSARD**, Wilkinson, Whitmer, and one other official – knew or should have known

that Parker was not qualified, trained, or certified as a “Paralegal Supervisor.” Despite this, on or about October 28, 2003, Parker was given the position of “Paralegal Supervisor” in the Jefferson Parish Attorney’s Office. Her starting salary was approximately \$48,000.00, which was higher than the salary range allowed for the position of Paralegal Supervisor under the Executive Pay Plan for Jefferson Parish.

Wilkinson approved the decision to hire Parker as a “Paralegal Supervisor,” approved her salary, rescinded her resignation, and approved her leave without pay status when he executed Parker’s Parish of Jefferson, Department of Human Resources Request to Fill a Vacant Job form on October 28, 2003.

According to the job description of Paralegal Supervisor, the essential functions of that position require that the “[i]ndividual conducts basic legal research, interviews witnesses, meets with inter-governmental personnel and members of the public, gathers evidence to formulate the Parish’s position on Parish or other matters. Individual prepares legal documents including pleadings, wills, contracts, leases, property descriptions and legal opinions setting forth the Parish’s position on Parish and other matters. Individual supervises and coordinates the activities of various support staff.” Moreover, the Jefferson Parish job description for the position of Parish Attorney’s Office Paralegal Supervisor required Paralegal Supervisors to have completed paralegal training and certification.

Despite being given the position of a “Paralegal Supervisor,” Parker was neither trained as a Paralegal or a Paralegal Supervisor, nor did she possess the required paralegal certification. Moreover, as noted above, the parties who helped place her as a “Paralegal Supervisor,” including **BROUSSARD**, Wilkinson, Whitmer, and the other parish official knew or should have known that she did not possess the required paralegal certification and that she was not trained as a Paralegal.

During the period of time Parker was assigned to work at the Parish Attorney's Office as a "Paralegal Supervisor," from approximately October 2003 through March 2004, Parker did no work as a Paralegal Supervisor, nor did she perform any paralegal work. During this period of time, **BROUSSARD**, Wilkinson, and others were likewise aware that Parker did no work as Paralegal Supervisor and the little work she did perform was not paralegal or paralegal supervisory work.

The government would present evidence that on or about March 8, 2004, Wilkinson and others approved the transfer of Parker to work for ID Management which was located at the East Bank Regional Library. ID Management is the department responsible for issuing access badges to Jefferson Parish employees. Jefferson Parish determined that the Parish only requires one employee to hold the position of ID/Security System Coordinator. Despite her transfer to the East Bank Regional Library, Parker retained her position and higher salary of "Paralegal Supervisor" until her dismissal on or about February 5, 2010.

As with her work at the Parish Attorney's Office, during the time period she worked at the East Bank Regional Library, Parker did not perform any of the duties of, and did no work as, a "Paralegal Supervisor." Likewise, **BROUSSARD**, Wilkinson, and Whitmer were aware, during this same period of time, that Parker did not perform the duties of, and did no work as, a "Paralegal Supervisor" while assigned to the ID Management department. Moreover, both **BROUSSARD** and Wilkinson had first-hand knowledge that Parker did not appear at times at the location she was assigned (East Bank Regional Library) to work.

As Parish President, **BROUSSARD** utilized a full-time employee with the title Executive Protection Specialist ("EPS"). The EPS was traditionally a ranking member of the Jefferson Parish Sheriff's Office. The primary responsibility of the EPS was to act as a bodyguard and to pick up the

Parish President at his home in the mornings and chauffeur him throughout the day and return him home after the conclusion of his evening's activities. The EPS was not a parish employee and, therefore, was not permitted to supervise Jefferson Parish government employees. Nevertheless, under **BROUSSARD's** administration, the EPS became the defacto supervisor of Karen Parker, along with Tom Wilkinson. As a result, the EPS, who was **BROUSSARD's** driver/bodyguard, was put in the position of monitoring Karen Parker, wife of the Parish President.

Evidence would be introduced at trial to establish that Karen Parker and **BROUSSARD** had approximately four joint bank accounts, including accounts for their condominium in Perdido Key, Florida. In addition, Karen Parker and **BROUSSARD** filed their federal income tax returns jointly and applied for bank loans and/or mortgages jointly. Accordingly, Parker's salary benefitted not only Parker, but also her husband, **BROUSSARD**.

The government would introduce evidence at trial that beginning in 2003, as noted above, Parker was given an annual salary of approximately \$48,000 as a "Paralegal Supervisor," which was higher than the salary range allowed for that position under the Executive Pay Plan for Jefferson Parish. This salary range was approved and known by Wilkinson, as the Parish Attorney, and **BROUSSARD**, as Parker's romantic interest. In 2004, 2007, and twice in 2008, Parker was approved for Annual Evaluation Pay Raises by Wilkinson. These pay raises were approved by Wilkinson and known by **BROUSSARD** and Whitmer despite the fact that Whitmer, Wilkinson and **BROUSSARD** knew Parker was not performing any of the essential functions for the position of "Paralegal Supervisor" and, indeed, Parker was not qualified for, and did no work as, a "Paralegal Supervisor." From approximately 2004 through 2009, Wilkinson authorized pay raises for Parker from approximately \$46,439.99 to approximately \$63,898.36, knowing that these raises would result

in increased retirement benefits to Parker. In total, from 2004 through 2010, Parker was paid approximately \$323,308.13 in Jefferson Parish taxpayer funds for her salary, which was approximately \$129,176.41 more than the individual who held the position of ID/Security System Coordinator.

After the hiring of Parker as a “Paralegal Supervisor” in Jefferson Parish in October 2003, **BROUSSARD** retained Wilkinson as the Parish Attorney in December 2003. As Parker’s salary was annually being raised by Wilkinson, **BROUSSARD**, as Parish President, was approving annual pay raises for Wilkinson. From approximately 2004 through 2009, **BROUSSARD** authorized significant pay increases for Wilkinson increasing his salary to \$183,870.05. In one such instance, in January 2009, **BROUSSARD** directed Whitmer to max-out Wilkinson’s salary, improperly giving Wilkinson a \$36,192.91 annual raise.

In early 2004, Wilkinson advised Whitmer of Karen Parker’s improper requests for overtime and/or comp pay. As a result of Wilkinson’s and Whitmer’s conversation, **BROUSSARD** was notified that Parker was violating parish rules by attempting to collect overtime/comp pay under the circumstances described to **BROUSSARD**. When **BROUSSARD** was informed by Whitmer that Karen Parker could not collect overtime/comp pay while working from home, **BROUSSARD** responded in a dismissive manner and wasn’t concerned. Whitmer then explained to **BROUSSARD** that it was against Jefferson Parish policy for an employee to collect overtime/comp pay while working from home. **BROUSSARD**’s nonchalant attitude towards the situation caused Whitmer to instruct Wilkinson to take care of the issue with Parker.

Beginning in or around 1982 through in or around July 2012, William Mack (“Mack”), was an owner and/or President of First Communications Company (“FCC”), a company that provided

telecommunications services and equipment for commercial customers, including governments and municipalities. From at least in or around 2004 through in or about 2007, Mack's company, FCC, bid on and received several contracts let by Jefferson Parish for telecommunications services and equipment.

Beginning in or around 2002, Mack met **BROUSSARD**, then a sitting Jefferson Parish council member. Around this time, in 2002, Mack began paying **BROUSSARD** approximately \$1,500.00 per month in exchange for **BROUSSARD's** official acts, as a Parish councilman and later Parish President, to, among other things, steer telecommunications work to FCC.

From at least in or around 2004 through in or about November 2007, Mack and the Jefferson Parish President, **BROUSSARD**, reached an arrangement where Mack would corruptly give **BROUSSARD** monthly installments of money in exchange for, among other things, **BROUSSARD's** efforts, as Parish President, to steer Parish telecommunications work to Mack's company, FCC. During this time period, Mack's company, FCC, provided **BROUSSARD** with approximately \$66,000.00, paid in monthly installments of approximately \$1,500.00, intending to influence **BROUSSARD** in connection with his official duties as Jefferson Parish President. From in or around 2004 through in or around 2008, in exchange for the money he was receiving and had been receiving from Mack, **BROUSSARD** undertook official actions as Jefferson Parish President to steer Parish work to FCC and FCC did, in fact, receive multiple contracts for telecommunications services in Jefferson Parish, collectively worth approximately \$40,000.00. **BROUSSARD** also undertook other official actions as Jefferson Parish President, ultimately unsuccessful, to steer more lucrative Parish telecommunications work, including a 2008 Request for Proposal released by Jefferson Parish, to Mack's company, FCC.

Additionally, **BROUSSARD** and Mack, on several occasions in between 2004 and 2007, sought to conceal their improper relationship and the illegal payoffs by masking the purpose of the payoffs to make them appear legitimate.

As set forth above, **BROUSSARD**, Whitmer, and Wilkinson knew, from approximately 2004 through 2010, that Parker was not qualified, trained, or certified to be a Paralegal Supervisor in Jefferson Parish and did not do any work as a Paralegal Supervisor in Jefferson Parish. In hiring, retaining, and paying Parker as a “Paralegal Supervisor,” **BROUSSARD** and Parker intentionally stole or committed theft with Jefferson Parish taxpayer funds. **BROUSSARD** and Parker stole and committed theft of property valued at \$5,000 or more which was owned by or under the care, custody, and control of the Parish of Jefferson (because Parker did not perform any work as a Paralegal Supervisor). Specifically, in 2009, **BROUSSARD** and Thomas G. Wilkinson, and others known and unknown to the grand jury, did knowingly embezzle, steal, obtain by fraud and otherwise without authority convert to the use of Karen Parker, wife of the Jefferson Parish President **AARON F. BROUSSARD**, a person other than the rightful owner, property valued at \$5,000.00 or more and owned by, or under the care, custody, and control of Jefferson Parish, in that Karen Parker received approximately \$28,157.69 in income that she was not entitled to because she did not perform the essential duties of a Paralegal Supervisor and because she was paid substantially more than the individual who held the position of ID/Security System Coordinator.

In addition, as discussed *supra*, the defendant, **AARON F. BROUSSARD**, agrees that he committed all of the elements of the crimes of conspiracy and theft concerning programs receiving federal funds and that he committed the overt acts listed in the Second Superseding Indictment in furtherance of the conspiracy.

This proffer of evidence is not intended to constitute a complete statement of all facts known by **BROUSSARD** and described by **BROUSSARD** to the government, but rather is a minimum statement of facts intended to prove the necessary factual predicate for his guilty plea. The limited purpose of this factual basis is to demonstrate that there exists a sufficient legal basis for **BROUSSARD's** plea of guilty to the charged offense.

Various records, including bank statements, financial statements, mortgage statements, employment-related documents, forms (including tax records and disclosure forms) and other records, would be introduced to prove the facts as set forth above.

Testimonial evidence, including testimony from representatives of the Federal Bureau of Investigation, Internal Revenue Service, as well as other witnesses, would also be admitted to prove the facts set forth above.

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