

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

**THIRD SUPERSEDING INDICTMENT FOR  
CONSPIRACY, WIRE FRAUD, BRIBERY CONCERNING  
PROGRAMS RECEIVING FEDERAL FUNDS AND MONEY LAUNDERING**

<b>UNITED STATES OF AMERICA</b>	*	<b>CRIMINAL NO. 09-374</b>
<b>v.</b>	*	<b>SECTION: "L" (5)</b>
<b>MARK ST. PIERRE</b>	*	<b>VIOLATION: 18 U.S.C. § 371</b>
		<b>18 U.S.C. § 1343</b>
	*	<b>18 U.S.C. § 1346</b>
		<b>18 U.S.C. § 666(a)(1)(B)</b>
	*	<b>18 U.S.C. § 666(a)(2)</b>
		<b>18 U.S.C. § 1956(h)</b>
	*	<b>18 U.S.C. § 2</b>
	*	
*	*	*

The Grand Jury charges that:

**COUNT 1**  
***(Conspiracy)***

**A. AT ALL TIMES MATERIAL HEREIN:**

***City of New Orleans***

1. The City of New Orleans was a municipality located within the Eastern District of Louisiana. The administrative and executive powers of the City of New Orleans government were vested in and exercised by the Executive Branch headed by the Mayor. The Executive Branch includes the Office of the Mayor and, among others, appointed department heads empowered with the authority to

manage and coordinate administrative activities such as the Mayor's Office of Technology ("MOT") and the Management Information Systems ("MIS") Department. The City of New Orleans was a recognized municipality within the State of Louisiana that received federal assistance in excess of \$10,000 annually.

**Department Heads**

2. Department Heads, as agents for the City of New Orleans, have the power to appoint, promote, supervise, and assign duties to officers, employees and personnel in their respective departments. Department Heads also authorize and approve payment documentation for contract labor within their respective departments.

**Mayor's Office of Technology**

3. From May 5, 2002, to July 15, 2006, Gregory Meffert, served as a public official with the City of New Orleans in his capacity as the Chief Technology Officer ("CTO")/Executive Assistant to the Mayor. In this role as a public official and agent of the City of New Orleans, Gregory Meffert staffed, managed, controlled and was empowered with the authority to administer the Mayor's Office of Technology (Office of the Mayor) and the MIS department for the City of New Orleans. As a department head for the City of New Orleans, Gregory Meffert was responsible for the supervision and performance of contract labor assigned to the MOT and MIS divisions of the City of New Orleans. Gregory Meffert also used the title "Deputy Mayor" during his tenure as a city official.

**GREGORY MEFFERT**

4. Prior to becoming a public official for the City of New Orleans, Gregory Meffert was a private businessman engaged in technology related businesses in the greater New Orleans area and once employed defendant **MARK ST. PIERRE**.

5. On or about July 27, 2006, 12 days after Gregory Meffert's resignation from employment at the City of New Orleans, Gregory Meffert incorporated a company under the name "Logistix, LLC" with a principal place of business located at 1515 Poydras Street, New Orleans, Louisiana.

**LINDA MEFFERT**

6. On or about August 30, 2004, Linda Meffert (Gregory Meffert's wife) incorporated a company under the name "The Bottom Line Company: Strategic Financial Consulting, LLC" with a principal place of business located at 24 Park Island Drive, New Orleans, Louisiana.

**Defendant - MARK ST. PIERRE**

7. On or about August 16, 2002, defendant **MARK ST. PIERRE** became a principal partner in an existing company called Imagine Software, LLC ("Imagine") and continued to act in this manner until in or near September, 2006. From its inception in 1997 through May, 2002, Imagine did not perform any work or provide any services for the City of New Orleans. From in or near June, 2002, to October, 2007, Imagine's principal place of business was located at 1515 Poydras Street, New Orleans, Louisiana.

8. On or about August 30, 2004, defendant **MARK ST. PIERRE** incorporated a company under the name NetMethods, LLC ("NetMethods") with a principal place of business located at 1515 Poydras Street, New Orleans, Louisiana. Defendant **MARK ST. PIERRE** was the sole member and owner of this company.

9. On or about April 27, 2005, defendant **MARK ST. PIERRE** incorporated a company under the name Method Investments, LLC (“Method Investments”) with a principal place of business located at 1515 Poydras Street, New Orleans, Louisiana. Defendant **MARK ST. PIERRE** was the sole member and owner of this company.

10. On or about January 10, 2006, defendant **MARK ST. PIERRE** incorporated a company under the name Veracent, LLC (“Veracent”) with a principal place of business located at 1515 Poydras Street, New Orleans, Louisiana. Defendant **MARK ST. PIERRE** was the sole member and owner of this company.

**ANTHONY JONES**

11. Beginning in or near August, 2005, continuing until in or near March, 2009 Anthony Jones served as a public official with the City of New Orleans in his capacity as the Director of Management Information Systems (“MIS”) and, eventually, as the Chief Technology Officer (“CTO”). In this role as a public official and agent of the City of New Orleans, Anthony Jones directed the MIS department for the City of New Orleans and assisted in various procurement expenditures. As the CTO for the City of New Orleans, Anthony Jones was responsible for the supervision and performance of contract labor assigned to the MOT and MIS divisions of the City of New Orleans.

**Additional “Flow Through” Corporate Entities**

12. On or about May 19, 2005, a known individual incorporated a company under the name Custom Transportation Management, LLC (“Custom”) within the State of Louisiana.

13. On or about December 1, 2005, a known individual, who was an employee of **MARK ST. PIERRE**, incorporated a company under the name Conexus, LLC (“Conexus”) within the State of Louisiana.

**Prime Contractors for Information Technology Services at the City of New Orleans**

14. Ciber, Inc. (“Ciber”) was a Delaware corporation registered to do business in the State of Louisiana. Ciber held a designation as a vendor with the United States General Services Administration (“GSA”) and provided staffing for Information Technology (“IT”) positions for state and local governmental entities to include the City of New Orleans.

15. In 2007, Ciber was replaced by Benetech, LLC as the GSA prime contractor for **MARK ST. PIERRE**.

**B. THE SCHEME AND ARTIFICE TO DEFRAUD:**

Beginning at a time unknown but prior to on or about May 5, 2002, and continuing until the date of this indictment, in the Eastern District of Louisiana and elsewhere, Gregory Meffert and defendant **MARK ST. PIERRE** knowingly devised and intended to devise a scheme and artifice to defraud the City of New Orleans and its citizens of Gregory Meffert’s honest services through a bribery and kickback scheme where Gregory Meffert directed City of New Orleans business to companies owned and controlled by defendant **MARK ST. PIERRE** while Gregory Meffert (and his wife, Linda Meffert) were receiving bribery/kickback payoffs in the form checks, electronic payments, an American Express card and household expenses from defendant **MARK ST. PIERRE**. It was part of the scheme and artifice to defraud that Gregory Meffert would and did use his power and influence in the City of New Orleans as the Chief Technology Officer (“CTO”) and head of the Mayor’s Office of Technology (“MOT”) to provide millions of dollars in City of New Orleans funds

to defendant **MARK ST. PIERRE** and others through arrangements where defendant **MARK ST. PIERRE** and others were selected without ever participating in any competitive bid process. Gregory Meffert, as the CTO, manipulated the procurement process to guarantee “no bid” work for defendant **MARK ST. PIERRE**.

It was further part of the scheme and artifice to defraud that Gregory Meffert advanced a change in the procurement procedures utilized by the City of New Orleans to secure professional IT services. This change was documented in Executive Order No. 04-02 and was signed by the Mayor of the City of New Orleans on or about June 23, 2004. This Executive Order allowed GSA approved vendors to be selected from a government schedule to provide IT services to the City of New Orleans.

It was further part of the scheme and artifice to defraud that Gregory Meffert selected prime contractors (to include Ciber) for the City of New Orleans through the use of this GSA schedule in an effort to ensure placement of defendant **MARK ST. PIERRE** as a sub-contractor to the prime contractors.

It was further part of the scheme and artifice to defraud that Gregory Meffert directed prime contractors to hire and contract with defendant **MARK ST. PIERRE**. By selecting prime contractors willing to employ and hire defendant **MARK ST. PIERRE**, Gregory Meffert ensured **MARK ST. PIERRE** received “no bid” work from the City of New Orleans. These prime contractors did not manage, supervise, direct and/or control defendant **MARK ST. PIERRE** and only served as a conduit for invoices and payments related to defendant **MARK ST. PIERRE’S** “no bid” work for the City of New Orleans. These prime contractors acted as a “billing mechanism” for defendant **MARK ST. PIERRE**.

It was further part of the scheme and artifice to defraud that Gregory Meffert routinely approved payments from the City of New Orleans to the prime contractors knowing his approval would facilitate ultimate payment to defendant **MARK ST. PIERRE**.

It was further part of the scheme and artifice to defraud that defendant **MARK ST. PIERRE** made a bribery/kickback payoff to Gregory Meffert's wife, Linda Meffert, in the form of a check drawn on a Capital One Bank account in the amount of \$38,000.00.

It was further part of the scheme and artifice to defraud that defendant **MARK ST. PIERRE** made a bribery/kickback payoff by paying the membership dues in a New Orleans Mardi Gras parade for Gregory Meffert and others in the amount of \$6,800.00 on or about December 3, 2004.

It was further part of the scheme and artifice to defraud that defendant **MARK ST. PIERRE** made a bribery/kickback payoff by paying the membership dues in a New Orleans Mardi Gras parade for Gregory Meffert in the amount of \$700.00 on or about November 17, 2005.

It was further part of the scheme and artifice to defraud that defendant **MARK ST. PIERRE** influenced and rewarded Gregory Meffert for his official acts by making bribery/kickback payoffs via an American Express credit card provided to Gregory Meffert for his personal use in or near November, 2004, continuing through in or near July, 2006. Gregory Meffert and his wife, Linda Meffert, charged an approximate total of \$130,954.70 during this period of time. In all, Gregory Meffert and Linda Meffert charged this American Express card in excess of 600 times.

It was further part of the scheme and artifice to defraud, that from in or near November, 2005, to in or near March, 2007, defendant **MARK ST. PIERRE** influenced and rewarded Gregory Meffert for his official acts by making bribery/kickback payoffs in the form of payments for certain household expenses at the residence owned and occupied by Gregory Meffert and Linda Meffert in

New Orleans, Louisiana in excess of \$35,000.00, to include a house cleaning service, lawn service, pool maintenance, a new roof, fence repair and landscaping. Defendant **MARK ST. PIERRE** directed a third party to pay expenses incurred by Gregory Meffert and Linda Meffert which defendant **MARK ST. PIERRE** would then pay the third party for the expenses. Defendant **MARK ST. PIERRE** used the third party as a way to disguise the true nature of the illegal payoffs to the Meffert's. These payoffs were funneled through the corporate entity known as Custom Transportation Management, LLC.

It was further part of the scheme and artifice to defraud that Gregory Meffert, in or near July, 2006, as CTO, arranged and directed the purchase of "crime cameras" for the City of New Orleans through the use of a procurement vehicle in which defendant **MARK ST. PIERRE** purchased cameras from an out-of-state manufacturer, and then resold them to Dell, Inc., who then resold them to the City of New Orleans for defendant **MARK ST. PIERRE** to install. This process allowed defendant **MARK ST. PIERRE** to sell and install cameras for the City of New Orleans without having to participate in a bid process open to the public.

It was further part of the scheme and artifice to defraud that defendant **MARK ST. PIERRE** influenced and rewarded Gregory Meffert for his official acts by making payoffs to Gregory Meffert in the form of checks and/or direct deposits from in or near August, 2006 to in or near May, 2007 in the approximate total of \$647,426.25.

It was further part of the scheme and artifice to defraud that Gregory Meffert would and did accept and agree to accept items of value in excess of \$860,000.00 from defendant **MARK ST. PIERRE** intending to be influenced and rewarded in connection with City of New Orleans transactions.



It was further part of the scheme and artifice to defraud that defendant **MARK ST. PIERRE** disguised the flow of these payoffs to Gregory Meffert and Linda Meffert through the use of multiple corporate identities, multiple bank accounts and multiple payment means.

It was further part of the scheme and artifice to defraud that Gregory Meffert, Linda Meffert, Anthony Jones and defendant **MARK ST. PIERRE** would and did conceal the payoffs continuing through in or near the date of this indictment.

**C. THE CONSPIRACY:**

Beginning at a time unknown but prior to on or about May 5, 2002, continuing until in or near the date of this indictment, in the Eastern District of Louisiana and elsewhere, Gregory Meffert, Linda Meffert, Anthony Jones and defendant **MARK ST. PIERRE**, knowingly and willfully conspired, combined, and agreed together and with other persons, known and unknown to the Grand Jury:

A) to devise and intend to devise a scheme and artifice to defraud the City of New Orleans, and its citizens of their intangible right to Gregory Meffert's honest services, through bribes and kickbacks, by use of interstate wire transmissions, in violation of Title 18, United States Code, Sections 1343 and 1346; and

B) to corruptly accept and agree to accept, anything of value from any person, intending to be influenced and rewarded in connection with any business, transaction, and series of transactions involving anything of value of \$5,000 or more of an organization, government, or agency that receives more than \$10,000 under a federal program during a one year period, in violation of Title 18, United States Code, Section 666(a)(1)(B); and

C) to corruptly give, offer, and agree to give anything of value to any person, intending to influence and reward an agent of an organization, government, or agency that receives more than \$10,000 under a federal program during any one year period in connection with any business, transaction, and series of transactions of such organization, government, or agency involving any thing of value of \$5,000 or more, in violation of Title 18, United States Code, Section 666(a)(2).

**D. OVERT ACTS IN FURTHERANCE OF THE CONSPIRACY:**

In furtherance of the conspiracy and to achieve the objects thereof, the conspirators committed and caused to be committed the following overt acts, among others, in the Eastern District of Louisiana and elsewhere:

1. On or about October 28, 2004, Gregory Meffert approved payment in the amount of \$303,651.00 to the GSA prime contractor, Ciber, knowing it was a pass through to funnel payment to defendant **MARK ST. PIERRE** and others.
2. On or about November 9, 2004, defendant **MARK ST. PIERRE** made a payoff of \$38,000.00 to Gregory Meffert and Linda Meffert by drafting a check from an account under the name NetMethods, LLC made out to Linda Meffert's newly formed company, The Bottom Line Company: Strategic Financial Consulting, LLC.
3. Linda Meffert deposited the \$38,000.00 check into her business account under The Bottom Line Company: Strategic Financial Consulting, LLC and then withdrew \$20,000.00 from the account on or about November 11, 2004, by writing a check to a joint personal account held by Gregory Meffert and Linda Meffert.
4. On or about December 3, 2004, defendant **MARK ST. PIERRE** made a payoff by paying the membership dues in a New Orleans Mardi Gras parade for Gregory Meffert and others in the amount of \$6,800.00.
5. In or near November, 2004, defendant **MARK ST. PIERRE** applied for and obtained an American Express credit card in Gregory Meffert's name on the corporate account of NetMethods, LLC.
6. On or about December 7, 2004, Gregory Meffert and Linda Meffert began using defendant **MARK ST. PIERRE'S** American Express credit card for thousands of dollars in charges which were, in turn, paid by defendant **MARK ST. PIERRE**. In addition, Gregory Meffert and Linda Meffert repeatedly used the credit card to purchase travel and other items of economic value between December, 2004 and

July, 2006, all while Gregory Meffert approved payments from the City of New Orleans destined for defendant **MARK ST. PIERRE**. During this time period, Gregory Meffert and Linda Meffert charged approximately \$130,954.60 on the credit card over the following months (in or near):

	<b>Month</b>	<b>Total Meffert Charges Per Month</b>
a)	December, 2004	\$2,260.53
b)	January, 2005	\$10,393.13
c)	February, 2005	\$7,701.62
d)	March, 2005	\$7,466.75
e)	April, 2005	\$8,296.69
f)	May, 2005	\$4,591.77
g)	June, 2005	\$4,453.59
h)	July, 2005	\$9,555.47
i)	August, 2005	\$2,499.34
j)	September, 2005	\$331.77
k)	October, 2005	\$5,441.04
l)	November, 2005	\$9,644.66
m)	December, 2005	\$7,332.27
n)	January, 2006	\$10,357.04
o)	February, 2006	\$3,376.61
p)	March, 2006	\$16,628.93
q)	April, 2006	\$7,864.80
r)	May, 2006	\$4,285.33
s)	June, 2006	\$4,626.63
t)	July, 2006	\$3,846.63

7. Beginning in or near December, 2004, continuing until in or near July, 2006, defendant **MARK ST. PIERRE** made the following payments to American Express to cover the payoffs to Gregory Meffert and Linda Meffert:

	<b>Month</b>	<b>Total Amounts Paid by Mark St. Pierre</b>
a)	December 31, 2004	\$10,000.00
b)	January 21, 2005	\$4,115.09
c)	January 25, 2005	\$2,306.69
d)	February 14, 2005	\$8,389.62
e)	February 23, 2005	\$3,505.18
f)	March 6, 2005	\$9,573.13
g)	March 23, 2005	\$5,350.10
h)	April 11, 2005	\$11,911.57
i)	May 3, 2005	\$1,598.00
j)	May 24, 2005	\$12,603.15
k)	June 30, 2005	\$13,344.47
l)	August 6, 2005	\$21,116.05
m)	September 5, 2005	\$13,460.33
n)	October 6, 2005	\$12,654.29
o)	November 7, 2005	\$18,388.19
p)	December 6, 2005	\$19,123.99
q)	January 6, 2006	\$20,364.48
r)	February 6, 2006	\$29,229.58
s)	March 9, 2006	\$23,143.26
t)	April 6, 2006	\$36,249.83
u)	May 8, 2006	\$61,884.87
v)	June 6, 2006	\$64,606.74
w)	July 6, 2006	\$29,465.18
x)	August 7, 2006	\$116,551.98

8. On or about January 20, 2005, Gregory Meffert approved payment in the amount of \$165,211.28 to the GSA prime contractor, Ciber, which acted as a pass through to funnel payment to defendant **MARK ST. PIERRE** and others.
9. On or about January 20, 2005, Gregory Meffert approved payment in the amount of \$148,405.38 to the GSA prime contractor, Ciber, which acted as a pass through to funnel payment to defendant **MARK ST. PIERRE** and others.
10. On or about February 1, 2005, Gregory Meffert approved payment in the amount of \$155,231.40 to the GSA prime contractor, Ciber, which acted as a pass through to funnel payment to defendant **MARK ST. PIERRE** and others.
11. On or about May 12, 2005, Gregory Meffert approved payment in the amount of \$216,617.10 to the GSA prime contractor, Ciber, which acted as a pass through to funnel payment to defendant **MARK ST. PIERRE** and others.
12. On or about June 30, 2005, Gregory Meffert approved payment in the amount of \$162,061.80 to the GSA prime contractor, Ciber, which acted as a pass through to funnel payment to defendant **MARK ST. PIERRE** and others.
13. On or about July 28, 2005, Gregory Meffert approved payment in the amount of \$161,186.45 to the GSA prime contractor, Ciber, which acted as a pass through to funnel payment to defendant **MARK ST. PIERRE** and others.
14. On or about August 11, 2005, Gregory Meffert approved payment in the amount of \$174,818.70 to the GSA prime contractor, Ciber, which acted as a pass through to funnel payment to defendant **MARK ST. PIERRE** and others.
15. On or about November 17, 2005, defendant **MARK ST. PIERRE** made a payoff by paying the membership dues in a New Orleans Mardi Gras parade for Gregory Meffert in the amount of \$700.00.
16. On or about January 9, 2006, Gregory Meffert approved payment in the amount of \$171,575.60 to the GSA prime contractor, Ciber, which acted as a pass through to funnel payment to defendant **MARK ST. PIERRE** and others.
17. On or about July 6, 2006, Gregory Meffert approved payment in the amount of \$1,596,497.76 to the GSA prime contractor, Ciber, which acted as a pass through to funnel payment to defendant **MARK ST. PIERRE** and others.
18. On or about July 15, 2006, Gregory Meffert approved payment in the amount of \$836,132.20 to the GSA prime contractor, Ciber, which acted as a pass through to funnel payment to defendant **MARK ST. PIERRE** and others.

19. Beginning in or near November, 2005, continuing until in or near March, 2007, defendant **MARK ST. PIERRE** influenced and rewarded Gregory Meffert for his official acts by making payoffs to pay for certain household expenses at Gregory Meffert's residence in New Orleans, Louisiana in excess of \$35,000.00 to include a house cleaning service, lawn service, pool maintenance, a new roof, fence repair and landscaping.
20. Beginning in or near April, 2005, defendant **MARK ST. PIERRE** used a yacht named "Silicon Bayou" to influence and reward public official decision-making related to his receipt of technology related work.
21. Beginning in or near September, 2005, and continuing through 2006, defendant **MARK ST. PIERRE** submitted inflated invoices to the City of New Orleans for reimbursement to maximize revenues funding the conspiracy.
22. Beginning in or near September, 2005, defendant **MARK ST. PIERRE** hired the wife of the Chief Information Officer for the City of Lafayette, Louisiana to work for his company, Imagine, which was doing business with the City of New Orleans. At the same time, **MARK ST. PIERRE** hired the Chief Information Officer's wife, **MARK ST. PIERRE** began receiving technology related work with the City of Lafayette. The revenues generated from this work with the City of Lafayette helped fund the conspiracy.
23. In 2006, **MARK ST. PIERRE**, via NetMethods, LLC, with the assistance of Gregory Meffert, received contract work inside the City of New Orleans to assist Earthlink, Inc. with their City of New Orleans Wi-Fi project. The monies **MARK ST. PIERRE** received from this work helped fund the conspiracy.
24. In 2006, **MARK ST. PIERRE** also used employees to conceal illegal campaign contributions to a public official essential to his operation.
25. In or near July, 2006, Gregory Meffert, as CTO, arranged and directed the order and purchase of "crime cameras" for the City of New Orleans through the use of a "no bid" procurement process which permitted defendant **MARK ST. PIERRE** to purchase cameras from an out of state manufacturer, and to then resell the cameras to Dell, Inc. Dell, Inc. then resold the cameras to the City of New Orleans for defendant **MARK ST. PIERRE** to install.
26. In 2006 and 2007, **MARK ST. PIERRE** paid for gifts, meals and entertainment for a City of Baton Rouge, Louisiana public official. These payments were made at the same time **MARK ST. PIERRE** was receiving payment for technology related work for government agencies in Baton Rouge, Louisiana. The monies collected in connection with this work in Baton Rouge helped fund the conspiracy.

27. In 2007, Gregory Meffert assisted **MARK ST. PIERRE** with the placement of Benetech, LLC as a prime contractor for **MARK ST. PIERRE**. This structural change took place with the understanding that Benetech, LLC would serve as a new billing mechanism for **MARK ST. PIERRE** work within the City of New Orleans. The monies collected in connection with this arrangement helped fund the conspiracy.
28. On or about the following dates, defendant **MARK ST. PIERRE** made payoffs to Gregory Meffert by check and/or direct deposits in the following amounts:

	<b>Date</b>	<b>Amount</b>
a)	August 4, 2006	\$8,650.00
b)	August 18, 2006	\$10,292.00
c)	September 1, 2006	\$8,900.00
d)	September 15, 2006	\$8,650.00
e)	September 29, 2006	\$17,209.85
f)	October 20, 2006	\$31,150.00
g)	November 2, 2006	\$32,950.00
h)	November 17, 2006	\$31,831.32
i)	December 8, 2006	\$76,863.87
j)	January 5, 2007	\$76,687.20
k)	February 7, 2007	\$53,000.00
l)	February 7, 2007	\$23,612.49
m)	March 14, 2007	\$73,585.14
n)	March 19, 2007	\$67,000.00
o)	April 16, 2007	\$67,000.00
p)	May 14, 2007	\$60,044.38

29. From in or near May, 2006, to in or near February, 2007, defendant **MARK ST. PIERRE** influenced and rewarded Anthony Jones for his official acts by making bribery/kickback payoffs totaling approximately \$22,000.00. Defendant **MARK ST. PIERRE** funded these payoffs through various corporate entities, to include Veracent, LLC and NetMethods, LLC. These payoffs were funneled through a

corporate entity known as Conexus, LLC. Defendant **MARK ST. PIERRE** used the third party as a way to disguise the true nature of the illegal payoffs to Anthony Jones. On or about the following dates, defendant **MARK ST. PIERRE**, through an employee, made payoffs to Anthony Jones by check in the following amounts:

	<b>Date</b>	<b>Amount</b>
a)	May 23, 2006	\$2,000.00
b)	May 23, 2006	\$2,000.00
c)	August 8, 2006	\$2,000.00
d)	August 8, 2006	\$2,000.00
e)	October 10, 2006	\$2,000.00
f)	October 10, 2006	\$2,000.00
g)	October 30, 2006	\$2,000.00
h)	December 13, 2006	\$2,000.00
i)	December 23, 2006	\$2,000.00
j)	February 13, 2007	\$4,000.00

30. On or about November 19, 2008, Gregory Meffert testified at a deposition. During that testimony, in the presence of defendant **MARK ST. PIERRE**, Gregory Meffert provided false statements regarding his income during his tenure at the City of New Orleans and acted to conceal the true nature of his financial relationship with defendant **MARK ST. PIERRE**. During that deposition, Gregory Meffert made false statements when questioned under oath about his knowledge and involvement with defendant **MARK ST. PIERRE**.
31. On or about February 9, 2009, Gregory Meffert testified at a deposition stemming from civil litigation. During that testimony, in the presence of defendant **MARK ST. PIERRE**, Gregory Meffert concealed the true nature of his financial relationship with defendant **MARK ST. PIERRE**.
32. On or about February 10, 2009, Gregory Meffert testified at a deposition stemming from civil litigation. During that testimony, in the presence of defendant **MARK ST. PIERRE**, Gregory Meffert concealed the true nature of his financial relationship with defendant **MARK ST. PIERRE**.

All in violation of Title 18, United States Code, Section 371.



## **COUNT 2**

A. The allegations contained in Section A, paragraphs 1-15 of Count 1 are realleged and incorporated as if fully set forth herein.

B. On or about November 9, 2004, in the Eastern District of Louisiana, defendant **MARK ST. PIERRE**, did corruptly give, offer, and agree to give a thing of value to any person intending to influence and reward, Gregory Meffert, an agent of the City of New Orleans, a municipality which received federal benefits in excess of \$10,000.00 in a one-year period, in connection with any business, transaction, and series of transactions of the City of New Orleans involving anything of value of \$5,000.00 or more, that is, defendant **MARK ST. PIERRE** made a payoff via a check in the amount of \$38,000.00 to Gregory Meffert and Linda Meffert, in violation of Title 18, United States Code, Section 666(a)(2).

## **COUNTS 3-26** ***(Wire Fraud)***

A. The allegations contained in Section A and Section B of Count 1 are realleged and incorporated as if fully set forth herein.

B. **The Use of the Wires:**

On or about the dates listed below, in the Eastern District of Louisiana, and elsewhere, Gregory Meffert, Linda Meffert and defendant **MARK ST. PIERRE**, for the purpose of executing the scheme and artifice as described in Count 1, Section B and attempting to do so, did transmit and cause to be transmitted in interstate commerce, by means of wire communication, certain signs and signals, that is Gregory Meffert, Linda Meffert and defendant **MARK ST. PIERRE** caused an interstate communication between Louisiana and Arizona to be made on each occasion listed below

when defendant **MARK ST. PIERRE** made telephone or electronic payments which were disguised bribery/kickback payoffs on an account utilized by Gregory Meffert and Linda Meffert.

<b>COUNT</b>	<b>DATE</b>	<b>AMOUNT PAID BY MARK ST. PIERRE (BY MONTH)</b>
3	December 31, 2004	\$10,000.00
4	January 21, 2005	\$4,115.09
5	January 25, 2005	\$2,306.69
6	February 14, 2005	\$8,389.62
7	February 23, 2005	\$3,505.18
8	March 6, 2005	\$9,573.13
9	March 23, 2005	\$5,350.10
10	April 11, 2005	\$11,911.57
11	May 3, 2005	\$1,598.00
12	May 24, 2005	\$12,603.15
13	June 30, 2005	\$13,344.47
14	August 6, 2005	\$21,116.05
15	September 5, 2005	\$13,460.33
16	October 6, 2005	\$12,654.29
17	November 7, 2005	\$18,388.19
18	December 6, 2005	\$19,123.99
19	January 6, 2006	\$20,364.48
20	February 6, 2006	\$29,229.58
21	March 9, 2006	\$23,143.26
22	April 6, 2006	\$36,249.83
23	May 8, 2006	\$61,884.87
24	June 6, 2006	\$64,606.74
25	July 6, 2006	\$29,465.18

26	August 7, 2006	\$116,551.98
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All in violation of Title 18, United States Code, Sections 1343 and 1346.

**COUNTS 27-42**

A. The allegations contained in Section A, paragraphs 1-15 of Count 1 are realleged and incorporated as if fully set forth herein.

B. On or about the dates listed below, in the Eastern District of Louisiana, defendant **MARK ST. PIERRE**, did corruptly give, offer, and agree to give a thing of value to any person intending to reward Gregory Meffert having been an agent of the City of New Orleans, a municipality which received federal benefits in excess of \$10,000.00 in a one-year period, in connection with the business, transaction, and series of transactions of the City of New Orleans involving a value of \$5,000.00 or more, that is, defendant **MARK ST. PIERRE** made payoffs in the form of checks and/or direct deposits valued as stated below to Gregory Meffert and Linda Meffert through a company called Logisitix, LLC:

COUNT	DATE	AMOUNT
27	August 4, 2006	\$8,650.00
28	August 18, 2006	\$10,292.00
29	September 1, 2006	\$8,900.00
30	September 15, 2006	\$8,650.00
31	September 29, 2006	\$17,209.85
32	October 20, 2006	\$31,150.00
33	November 2, 2006	\$32,950.00
34	November 17, 2006	\$31,831.32
35	December 8, 2006	\$76,863.87

36	January 5, 2007	\$76,687.20
37	February 7, 2007	\$53,000.00
38	February 7, 2007	\$23,612.49
39	March 14, 2007	\$73,585.14
40	March 19, 2007	\$67,000.00
41	April 16, 2007	\$67,000.00
42	May 14, 2007	\$60,044.38

All in violation of Title 18, United States Code, Section 666(a)(2).

**COUNTS 43-52**

A. The allegations contained in Section A, paragraphs 1-15 of Count 1 are realleged and incorporated as if fully set forth herein.

B. On or about the dates listed below, in the Eastern District of Louisiana, defendant **MARK ST. PIERRE**, did corruptly give, offer, and agree to give a thing of value to any person intending to influence and reward Anthony Jones having been an agent of the City of New Orleans, a municipality which received federal benefits in excess of \$10,000.00 in a one-year period, in connection with the business, transaction, and series of transactions of the City of New Orleans involving a value of \$5,000.00 or more, that is, defendant **MARK ST. PIERRE** made payoffs in the form of checks valued as stated below to Anthony Jones, through a company owned by a Mark St. Pierre employee:

<b><u>COUNT</u></b>	<b><u>DATE</u></b>	<b><u>AMOUNT</u></b>
43	May 23, 2006	\$2,000.00
44	May 23, 2006	\$2,000.00
45	August 8, 2006	\$2,000.00

46	August 8, 2006	\$2,000.00
47	October 10, 2006	\$2,000.00
48	October 10, 2006	\$2,000.00
49	October 30, 2006	\$2,000.00
50	December 13, 2006	\$2,000.00
51	December 23, 2006	\$2,000.00
52	February 13, 2007	\$4,000.00

All in violation of Title 18, United States Code, Sections 666(a)(2) and 2.

**COUNT 53**  
***(Money Laundering Conspiracy)***

A. The allegations contained in Section A, paragraphs 1-15 of Count 1 are realleged and incorporated as if fully set forth herein.

B. **THE CONSPIRACY:**

Beginning at a time unknown, but in or near November, 2004, and continuing through in or near the date of the indictment, in the Eastern District of Louisiana, and elsewhere, Gregory Meffert, Linda Meffert, defendant **MARK ST. PIERRE**, did knowingly and willfully combine, conspire, confederate and agree with each other to engage and attempt to engage in a monetary transaction by, through, and to a financial institution, affecting interstate commerce, in criminally derived property of a value greater than \$10,000, such property having been derived from a specified unlawful activity, in violation of Title 18, United States Code, Section 1957; all in violation of Title 18 United States Code, Section 1956(h).

**NOTICE OF FRAUD FORFEITURE**

1. The allegations of Counts 1 through 52 of this Superseding Indictment are realleged and incorporated by reference as though set forth fully herein for the purpose of alleging forfeiture

to the United States of America pursuant to the provisions of Title 18, United States Code, Sections 371, 666(a)(2), 666(a)(1)(B), 1343 and 981(a)(1)(C), made applicable through Title 28, United States Code, Section 2461(c).

2. As a result of the offenses alleged in Counts 1 through 52, defendant, **MARK ST. PIERRE**, shall forfeit to the United States pursuant to Title 18, United States Code, Sections 371, 666(a)(2), 666(a)(1)(B), 1343 and 981(a)(1)(C), made applicable through Title 28, United States Code, Section 2461(c), any and all property, real or personal, which constitutes or is derived from proceeds traceable to violations of Title 18, United States Code, Sections 371, 666(a)(2), 666(a)(1)(B), 1343, including but not limited to:

- a. \$1,787,791 in United States Currency and all interest and proceeds traceable thereto.

3. If any of the 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 person;
- 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 subdivided without difficulty;

it is the intent of the United States, pursuant to Title 21, United States Code, Section 853(p), to seek forfeiture of any other property of said defendants up to the value of the above forfeitable property.

All in violation of Title 18, United States Code, Section 981(a)(1)(C), made applicable through Title 28, United States Code, Section 2461(c).

### **NOTICE OF MONEY LAUNDERING FORFEITURE**

1. The allegations of Count 53 of this Superseding Indictment are realleged and incorporated by reference as though set forth fully herein for the purpose of alleging forfeiture to the United States of America pursuant to the provisions of Title 18, United States Code, Section 982.

2. As a result of the offenses, alleged in Count 53, defendant **MARK ST. PIERRE**, shall forfeit to the United States all property real or personal, involved in the aforesaid offenses and all property traceable to such property, including but not limited to the following property, which was involved in the said violations of Title 18, United States Code, Sections 1956(h) and 982, or is traceable to such property:

- a. \$1,787,791 in United States Currency and all interest and proceeds traceable thereto.

3. If any of the property described above as being 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 person;
- 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 subdivided without difficulty;

it is the intent of the United States, pursuant to Title 18, United States Code, Section 982(b)(1) to

seek forfeiture of any other property of said defendants up to the value of the above forfeitable property.

All in violation of Title 18, United States Code, Section 982.

A TRUE BILL:

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FOREPERSON

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JIM LETTEN #8517  
UNITED STATES ATTORNEY

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JAN MASELLI MANN #9020  
First Assistant United States Attorney  
Chief, Criminal Division

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RICHARD R. PICKENS, II #22593  
Assistant United States Attorney

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JON M. MAESTRI # 24838  
Assistant United States Attorney

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MATTHEW CHESTER [TX # 24045650]  
Assistant United States Attorney

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MATTHEW M. COMAN #23613  
Assistant United States Attorney

New Orleans, Louisiana  
December 17, 2010