

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF LOUISIANA

**FELONY**

**THIRD SUPERSEDING INDICTMENT FOR  
CONSPIRACY TO VIOLATE THE RACKETEER  
INFLUENCED AND CORRUPT ORGANIZATIONS ACT (RICO),  
MAIL FRAUD, AND FALSE STATEMENTS**

UNITED STATES OF AMERICA	*	CRIMINAL NO. 08-140
v.	*	SECTION: "B"
RENEE GILL PRATT	*	VIOLATIONS: 18 U.S.C. §1962(d)
MOSE JEFFERSON	*	18 U.S.C. §1341
	*	18 U.S.C. §1001
	*	18 U.S.C. §2

\* \* \*

The Grand Jury charges that:

**COUNT ONE**  
**(CONSPIRACY TO VIOLATE THE RACKETEER  
INFLUENCED AND CORRUPT ORGANIZATIONS ACT)**

**A. At All Times Material Herein:**

**Relevant Entities and Individuals**

**1. RENEE GILL PRATT:**

a. From on or about April 23, 1991 to on or about May 6, 2002, **RENEE GILL PRATT** was the duly elected State Representative for House District 91, State of Louisiana. As a member of the House of Representatives for the State of Louisiana, **RENEE GILL PRATT** was able by law,

practice, and custom to appropriate certain funds and money to non-profit entities, charities, schools, and municipal districts. These funds were derived from the State of Louisiana General Fund, money designated by the Governor's Office of Urban Affairs, money received by the Louisiana Stadium and Exposition District, and other sources. As the State Representative for House District 91, defendant **RENEE GILL PRATT** secured a district office, paid for by the State of Louisiana, at 3313 South Saratoga Street, in the City of New Orleans, a building owned and controlled by defendant **MOSE JEFFERSON**, through his corporate entity, Southwind and later, B.E.P.

b. From on or about May 6, 2002 through on or about May 31, 2006, **RENEE GILL PRATT** was a duly elected Councilmember for Orleans Parish for District B ("City of New Orleans City Council"). As a City Councilmember, **RENEE GILL PRATT** secured an office, designated by **RENEE GILL PRATT** as a satellite office, paid for by the City of New Orleans, at 3313 South Saratoga Street, a building owned by **MOSE JEFFERSON**, through his corporate entity, Southwind and later, B.E.P.

c. Defendant **RENEE GILL PRATT** was the girlfriend of defendant **MOSE JEFFERSON**.

d. Defendant **RENEE GILL PRATT** used and operated a personal bank account at Liberty Bank & Trust, ending in 532 ("LB532").

e. Defendant **RENEE GILL PRATT** owned property located at 3311 Annunciation Street, New Orleans, Louisiana.

f. Defendant **RENEE GILL PRATT** owned and resided in a property located at 1718 Toledano Street, New Orleans, Louisiana.

## 2. **MOSE JEFFERSON:**

a. Defendant **MOSE JEFFERSON** was the brother of Betty Jefferson and Brenda Jefferson Foster, the uncle of Angela Coleman, and the boyfriend of defendant **RENEE GILL PRATT**.

b. Defendant **MOSE JEFFERSON** controlled a personal bank account at Liberty Bank & Trust, ending in 963 ("LB963") entitled with the name of the non-profit Orleans Metropolitan Housing and Community Development, Inc., an account for which **MOSE JEFFERSON** and Individual N were listed as signatories.

c. Defendant **MOSE JEFFERSON** controlled the finances of the non-profit Care Unlimited Project Chance, in that he was able to direct the check writing of Betty Jefferson, Angela Coleman, Brenda Jefferson Foster, and Individual O, who were listed as signatories on accounts associated with that non-profit.

d. Defendant **MOSE JEFFERSON** controlled the finances and operation of the for-profit companies Southwind Consultants, Inc., and Southwind Consultants, LLC ("Southwind"), Enterprise Consultants, Inc. and Enterprise Consultants, LLC ("Enterprise Consultants") and B.E.P. Consulting Services, LLC ("B.E.P.").

i. Defendant **MOSE JEFFERSON** used, operated, and controlled a bank account associated with Southwind at Liberty Bank & Trust, ending in 447 ("LB447"), for which Individual N was listed as signatory.

ii. Defendant **MOSE JEFFERSON** used, operated, and controlled a bank account associated with Enterprise Consultants at Liberty Bank & Trust, ending in 726 ("LB726"), for which **MOSE JEFFERSON** and Family Member 10 were listed as signatories and a second bank account at Liberty Bank, ending in 537 ("LB537"), for which **MOSE JEFFERSON** was listed as the sole signatory.

iii. Defendant **MOSE JEFFERSON** used, operated, and controlled a bank account associated with B.E.P. at Liberty Bank & Trust, ending in 521 ("LB521"), for which **MOSE JEFFERSON** was listed as signatory.

e. Defendant **MOSE JEFFERSON** was a well-known and active political organizer. In this capacity **MOSE JEFFERSON** played a key role in the elections of defendant **RENEE GILL PRATT** and Betty Jefferson.

f. Defendant **MOSE JEFFERSON** owned, operated, and received rental income from 3313 South Saratoga Street, New Orleans, Louisiana, through his corporate entity, Southwind and later, B.E.P.

g. Defendant **MOSE JEFFERSON** operated and received rental income from 2712-2716 Loyola Avenue, New Orleans, Louisiana, also known as "Mose Manor," through his corporate entity, Enterprise Consultants.

3. Betty Jefferson:

a. From on or about May 4, 1998 through the date of this Superseding Indictment, Betty Jefferson was the duly elected Tax Assessor for the 4th Municipal District of Orleans Parish in the State of Louisiana.

i. As Tax Assessor for the 4th Municipal District of Orleans Parish, Betty Jefferson used, operated, and controlled a bank account at Hibernia National Bank ending in 4942 ("HB4942") associated with the tax assessor's office, an account for which Betty Jefferson was listed as signatory.

b. Betty Jefferson was the mother of Angela Coleman and the sister of defendant **MOSE JEFFERSON** and Brenda Jefferson Foster.

c. Betty Jefferson controlled the finances and operation of the non-profit known as Central City Adult Education Agency, Inc. and, along with Angela Coleman, controlled the non-profit known as Care Unlimited Bridge Program.

d. Betty Jefferson was the president of the non-profit known as Greater St. Stephen Manor, Inc. ("Greater St. Stephen Manor").

i. Betty Jefferson used, operated, and controlled a bank account at Dryades Savings Bank, ending in 170 ("DSB170") associated with the non-profit Greater St. Stephen Manor, an account for which Betty Jefferson had signature authority.

ii. Greater St. Stephen Manor was operated primarily through funds disbursed and provided by the United States Department of Housing and Urban Development ("HUD").

e. Betty Jefferson controlled the finances and operation of the for-profit entities known as Jefferson Consultants, Inc., Jefferson Consultants, LLC ("Jefferson Consultants") Jeffco Services, Inc. and Jeffco Services, LLC ("Jeffco"), and Maximal Home Mortgage, LLC ("Maximal Mortgage").

i. Betty Jefferson used, operated, and controlled a bank account associated with Jefferson Consultants at Hibernia National Bank, ending in 6942 ("HB6942"), for which Betty Jefferson was listed as signatory.

ii. Betty Jefferson used, operated, and controlled a bank account associated with Jeffco at Hibernia National Bank, ending in 656 ("HB656"), for which Betty Jefferson and Angela Coleman were listed as signatories.

iii. Betty Jefferson used, operated, and controlled a bank account associated with Maximal Mortgage at Hibernia National Bank, ending in 589 ("HB589"), for which Betty Jefferson and Angela Coleman were listed as signatories.

f. Betty Jefferson had the following credit card accounts in her name:

- i. Discover Credit Card, account ending #3721 ("DiscoverCC3721");
- ii. First USA/JP Morgan Chase, account ending #0168 ("FirstCC0168");
- iii. First National Bank of Omaha/Hibernia Visa, account ending #0088 ("HBCC0088");
- iv. Advanta Credit Card, account ending #0006 ("AdvantaCC0006");
- v. Chase / Bank One Credit Card, account ending #7749 ("ChaseCC7749");
- vi. Citi Bank Credit Card, account ending #7485 ("CitiCC7485");
- vii. Bank of America, account ending #3356 ("BOACC3356");
- viii. MBNA Credit Card, account ending #4358 ("MBNACC4358"); and
- ix. MBNA Credit Card, account ending #3356 ("MBNACC3356").

g. Betty Jefferson purchased 1723-25 Valmont Street, New Orleans, Louisiana, on or about October 24, 1995. On or about November 12, 2001, 1723-25 Valmont Street was transferred to Jeffco, an entity she controlled.

h. On or about December 26, 2002, 1723 Valmont Street was transferred to Angela Coleman and Family Member 9. Betty Jefferson retained ownership of 1725 Valmont Street through Jeffco, an entity owned and controlled by Betty Jefferson.

- i. Beginning on or about July 23, 2003, Chase Manhattan Mortgage Corporation ("Chase Mgt Loan #6219") had a mortgage on 1725 Valmont Street, for which Betty Jefferson owed a monthly mortgage note of approximately \$965.24.

4. Angela Coleman:

a. Angela Coleman was the daughter of Betty Jefferson and the niece of defendant **MOSE JEFFERSON** and Brenda Jefferson Foster. Angela Coleman was also known at various times as “Angela Howard.”

b. Angela Coleman was, at various times relevant to this Superseding Indictment, listed as an executive of Care Unlimited and along with Betty Jefferson, controlled the finances of Care Unlimited Bridge Program.

c. Angela Coleman controlled the finances and operation of the for-profit entities known as A Plus Promotional Printing, LLC (“A Plus”), Matco, Inc. and The Matco Group, LLC (“Matco”).

i. Angela Coleman used, operated, and controlled a bank account associated with A Plus at Hibernia National Bank, ending in 967 (“HB967”), for which Angela Coleman and Family Member 9 were listed as signatories.

ii. Angela Coleman used, operated, and controlled a bank account associated with A Plus at Bank One, ending in 343 (“BO343”), for which Angela Coleman and Betty Jefferson were listed as signatories.

iii. Angela Coleman used, operated, and controlled a bank account associated with Matco at Hibernia National Bank, ending in 234 (“HB234”), for which Angela Coleman and Family Member 9 were listed as signatories.

d. Angela Coleman had a credit card with American Express in the name of “Angela Coleman/Coleman Certified Shorthand” for three approved card users: Betty Jefferson, Angela Coleman and Family Member 9. The payments for the three American Express cards were reflected on account ending #3002 (“AmExCC3002”).

e. From in or around January 2003, Standard Mortgage Corporation had a mortgage on 1723 Valmont Street ("Standard Mgt. Loan #117513"), for which Angela Coleman and Family Member 9 owed a monthly mortgage note of approximately \$1,344.25.

5. Brenda Jefferson Foster:

a. Brenda Jefferson Foster was the sister of defendant **MOSE JEFFERSON** and Betty Jefferson and the aunt of Angela Coleman. Brenda Jefferson Foster is an unindicted co-conspirator relative to the allegations herein.

b. Brenda Jefferson Foster was at various times listed in documentation submitted to the State of Louisiana as being an executive of the non-profit Care Unlimited, and its programs, Project Chance and the Bridge Program. She was also at various times listed as the contact person for Care Unlimited.

6. Central City Adult Education Agency, Inc.:

a. Central City Adult Education Agency, Inc. ("Central City Adult Education") was a non-profit located within the City of New Orleans, Louisiana that stated its purpose to be providing a basic education and GED preparation program for educationally disadvantaged adults for the Orleans area. Central City Adult Education was funded at various times through grant money provided by the State of Louisiana and State of Louisiana line item appropriations.

b. Betty Jefferson used, operated, and controlled a bank account associated with Central City Adult Education at Hibernia National Bank, ending in 343 ("Central City Adult Education HB343"), for which Betty Jefferson and Individual N were listed as signatories.



7. Care Unlimited, Inc.:

a. Care Unlimited, Inc. ("Care Unlimited") was a non-profit located within the City of New Orleans, Louisiana, which included, among others, the programs known as Project Chance, Bridge Program, Making Great Strides, and Community Empowerment and Redevelopment Program ("CERP").

b. From in or around 2000 to in or around 2006, Care Unlimited utilized as its nominal headquarters 3313 South Saratoga Street, a property owned by defendant **MOSE JEFFERSON**, through his companies, Southwind and B.E.P.

c. Project Chance was a program of Care Unlimited, which, at various times, stated its general purpose as helping young, at-risk black males in the Central City-area of New Orleans. Care Unlimited Project Chance was funded at various times through grant money provided by the State of Louisiana and State of Louisiana line item appropriations.

- i. Angela Coleman held check signing authority over a bank account associated with Project Chance at Bank One, ending in 321 ("Project Chance BO321").
- ii. Betty Jefferson and Angela Coleman held check signing authority over a bank account associated with Project Chance at Regions Bank, ending in 061 ("Project Chance RB061").
- iii. Defendant **MOSE JEFFERSON** used, operated, and controlled a bank account associated with Project Chance at Liberty Bank & Trust, ending in 507 ("Project Chance LB507"), for which Brenda Jefferson Foster and Individual O were listed as signatories.

iv. Defendant **MOSE JEFFERSON**, aided by other members of the conspiracy, as described below, used, operated, and controlled a bank account associated with Project Chance at Liberty Bank & Trust, ending in 361 ("Project Chance LB361"), for which Individual D was listed as signatory.

d. The Bridge Program was a program of Care Unlimited, which, at various times, stated its general purpose as providing educational support services to pregnant teenagers. Care Unlimited Bridge Program was funded at various times by grant money provided through the United States Department of Education and the State of Louisiana and State of Louisiana line item appropriations.

i. Betty Jefferson and Angela Coleman used, operated, and controlled a bank account associated with the Bridge Program at Bank One, ending in 865 ("Bridge Program BO865"), for which Betty Jefferson and Angela Coleman were listed as signatories.

ii. Betty Jefferson and Angela Coleman used, operated, and controlled a bank account associated with Bridge Program at Hibernia National Bank, ending in 161 ("Care Unlimited HB161"), for which Betty Jefferson and Angela Coleman were listed as signatories.

8. Orleans Metropolitan Housing and Community Development, Inc.:

a. Orleans Metropolitan Housing and Community Development, Inc. ("Orleans Metro") was a non-profit within the City of New Orleans, Louisiana that had as its general purpose the improvement of the Central City area of New Orleans. Orleans Metro was funded at various times through grant money provided by the State of Louisiana and State of Louisiana line item appropriations.

b. Defendant **MOSE JEFFERSON** was at various times the President of the Board of Directors of and otherwise controlled Orleans Metro.

c. Between in or around 1999 through in or around 2006, Orleans Metro owned and utilized as its nominal headquarters the following addresses: 936 Jackson Avenue, 3313 South Saratoga Street, and 2031 Jackson Avenue, all locations within the City of New Orleans, Louisiana.

i. At various times relevant herein, Orleans Metro paid rent money for 2031 Jackson Avenue, a property it owned, to defendant **MOSE JEFFERSON**, through his corporate entity Southwind, which at no time held title to 2031 Jackson Avenue.

d. Orleans Metro retained nominal title and ownership of 936 Jackson Avenue, New Orleans, Louisiana from on or about May 29, 1992 to on or about November 29, 1999, at which time title was transferred to Betty Jefferson.

e. Orleans Metro retained nominal title and ownership of 3313 South Saratoga Street, New Orleans, Louisiana from on or about June 24, 1992 to on or about June 12, 2002, at which time title was transferred to Southwind, an entity controlled by defendant **MOSE JEFFERSON**.

i. In effecting the transfer of 3313 South Saratoga Street from Orleans Metro to Southwind, defendant **MOSE JEFFERSON** caused to be written a check from his Southwind bank account LB447 to his personal Orleans Metro bank account LB963, both of which accounts defendant **MOSE JEFFERSON** controlled.

9. Authority of the Legislative Office of State Representative District 91:

The Legislative Office of State Representative for the State of Louisiana (“State Representative’s Office”) was an elected position within the Legislative Branch of the State of Louisiana. An elected State Representative was entrusted with the authority to participate in the

legislative process for the State of Louisiana, including voting on budgetary measures, appropriating funds to various entities, including non-profits, and otherwise representing the district by which he or she was elected.

10. Authority of the Office of City Councilmember District B:

The Office of City Council for the City of New Orleans was an elected position within the Legislative Branch for the City of New Orleans. An elected City Councilmember was entrusted with the authority to participate in the legislative process for the City of New Orleans, including voting on budgetary measures, passing city ordinances, and other duties inherent to representing the district by which he or she was elected.

**B. The Enterprise:**

At all times material herein, defendants **MOSE JEFFERSON** and **RENEE GILL PRATT**, along with Betty Jefferson, Angela Coleman, and Brenda Jefferson Foster, Central City Adult Education, Care Unlimited Project Chance, Care Unlimited Bridge Program, Orleans Metro, Southwind, B.E.P., the State Representative's Office for District 91, the City Councilmember's Office for District B, the Office of the Tax Assessor for the 4th Municipal District of New Orleans, and Greater St. Stephen Manor, were associated in fact, and constituted an "enterprise" as that term is defined in Title 18, United States Code, Section 1961(4), which enterprise was engaged in, and the activities of which affected interstate commerce. This enterprise is referred to for purposes of this count as the "Enterprise." The Enterprise constituted an ongoing organization whose members functioned as a continuing unit for a common purpose of achieving the objectives of the enterprise.

**C. Purpose of the Enterprise:**

The primary purpose of the Enterprise was to exercise and preserve power over and within the government of the State of Louisiana, the City of New Orleans, Orleans Parish, and elsewhere, for the financial and political benefit of defendants **MOSE JEFFERSON** and **RENEE GILL PRATT**, along with Betty Jefferson, Angela Coleman, and Brenda Jefferson Foster, both directly and through the use of the non-profit entities known as Central City Adult Education, Care Unlimited Project Chance, Care Unlimited Bridge Program, Orleans Metro, and Greater St. Stephen Manor, and the for-profit companies known as Southwind, B.E.P., Enterprise Consultants, Jefferson Consultants, Jeffco, Maximal Mortgage, A Plus, and Matco, and the elected offices of the State Representative's Office for District 91, the City Councilmember's Office for District B, and the Office of the Tax Assessor for the 4th Municipal District of Orleans Parish

**D. The Racketeering Conspiracy:**

1. From in or around 1991 to in or around 2006, in the Eastern District of Louisiana and elsewhere, defendants **MOSE JEFFERSON** and **RENEE GILL PRATT**, together with Betty Jefferson, Angela Coleman, and Brenda Jefferson Foster, and other associates known and unknown to the Grand Jury, being persons employed by and associated with an enterprise, namely the Enterprise, which enterprise engaged in, and the activities of which affected, interstate commerce, did, with each other and others known to and unknown to the Grand Jury conspire and agree to violate Title 18 United States Code, Section 1962(c), that is to conduct and participate, directly and indirectly, in the conduct of the affairs of the Enterprise through a pattern of racketeering activity, as that term is defined in Title 18, United States Code, Sections 1961(1) and (5), consisting of:

- a. multiple acts indictable under the following provisions of federal law:
  - i. Title 18, United States Code, Sections 1341 (money and property mail fraud);  
and,
  - ii. Title 18, United States Code, Section 1956 (money laundering).

2. Each defendant agreed that a conspirator would commit at least two acts of racketeering activity in the conduct of the affairs of the Enterprise.

**E. Means and Method of the Conspiracy and Scheme to Defraud:**

It was part of the conspiracy that defendants **MOSE JEFFERSON** and **RENEE GILL PRATT**, along with Betty Jefferson, Angela Coleman, Brenda Jefferson Foster, and others known and unknown to the Grand Jury, did devise and intend to devise a scheme and artifice to defraud and to obtain money and property from the United States Department of Education, the United States Department of Housing and Urban Development, the State of Louisiana, the City of New Orleans, Orleans Parish, its citizens, and others; and in so doing, as more fully described by the factual allegations described in Counts 2 and 3, which are re-alleged herein, also:

1. organized and controlled tax exempt companies that were eligible to receive Grants and State of Louisiana line item appropriations;
2. wrote and submitted Grant proposals and reports to state and federal agencies, purporting to use all funds for charitable, educational, and public purposes, and ultimately misappropriated portions of said funds for their own personal financial benefit;

3. opened bank accounts in the non-profit names listing themselves, or individuals under their control, as signatories on the non-profit bank accounts in order to maintain control of the funds;
4. submitted expenditure reports to the state and federal agencies that falsely and fraudulently represented that the Grant funds had been spent according to the Grant requirements, knowing they had misappropriated these funds for their personal financial benefit;
5. submitted false and fraudulent reports representing that a certain number of individuals had been assisted with Grant funds, knowing such representations to be false;
6. wrote checks from non-profit bank accounts to defendants' companies to create the appearance that the checks had been written to pay for legitimate business expenses, knowing the Enterprise's companies that received the funds had provided little or no services to the non-profits and had been used as a means to direct money to the individual defendants and others for their personal use and financial benefit;
7. hired an outside accountant to write non-profit checks in order to give the appearance that the non-profit funds were being properly used and accounted for, knowing that the accountant signed the checks from a list prepared and provided to him by members of the Enterprise and that the accountant had no day to day knowledge of the non-profits' operations;
8. made it appear on budget summaries that Grant funds were being paid to employees who worked for the non-profits, knowing these purported employees (hereinafter

- referred to as “straw payees”) did not work for the non-profits, never received the checks or money, and were not aware that a payment had been issued to them;
9. forged straw payees’ signatures and deposited the checks into their own bank accounts, the defendants’ companies’ bank accounts, or mailed the checks directly to credit card companies for payment of the defendants’ personal credit card charges, and otherwise utilized the funds for their own personal benefit;
  10. appropriated money from the State of Louisiana’s general fund, and provided grant money from the Governor’s Office of Urban Affairs, the Louisiana Stadium and Exposition District, and other sources to the Enterprise’s non-profits, in furtherance of the scheme to defraud;
  11. appropriated money from the State of Louisiana’s general fund for the exclusive purchase of *I Can Learn* software, knowing that the Enterprise stood to gain a personal financial benefit from the allocation of these funds;
  12. directed vehicles donated by DaimlerChrysler to the City of New Orleans to aid in the recovery effort from Hurricane Katrina to the Enterprise’s non-profits and subsequently used the donated vehicles personally;
  13. directed that funds provided by the State of Louisiana and the City of New Orleans for the purpose of legislative and satellite political offices to the Enterprise’s building at 3313 South Saratoga Street, causing the State of Louisiana and the City of New Orleans to pay rent to the Enterprise’s for-profit company Southwind, which was organized in third party names in order to create an appearance of legitimacy;



14. collected rent money from non-profits through companies set up in third party names in order to create an appearance of legitimacy and collected rent money from a non-profit that actually owned the building for which said rent money was purportedly due;
15. wrote checks to straw payees from bank accounts associated with the Tax Assessor's Office for 4th Municipal District for Orleans Parish and deposited those checks into personal bank accounts, defendants companies' bank accounts, or mailed those checks to pay off personal credit card debt, and otherwise utilized State of Louisiana and Orleans Parish funds for their personal benefit;
16. collected personal benefits, including home renovations, monetary payments, and other things of value, through the use of authority and discretion available to the Enterprise through the offices of elected officials;
17. It was further part of the conspiracy, and the scheme to defraud as described above, that the defendants, along with other associates, acted during and in furtherance of the conspiracy as follows:

a. **The 1999-2000 Louisiana Appropriation to Central City Adult Education**

In the regular Legislative session for the State of Louisiana in the year 1999, defendant **RENEE GILL PRATT**, the representative for House District 91, through the use of her position as a legislator, in consultation and concert with **MOSE JEFFERSON**, secured funding for the Enterprise's non-profit Central City Adult Education of at least \$55,000 for the fiscal year 1999-2000. After the funds had been appropriated, members of the Enterprise, including Betty Jefferson, Angela Coleman, and Brenda Jefferson Foster submitted paperwork and documentation to the State of Louisiana falsely promising that the funds would be used to tutor both adults and high school drop

outs so that they could pass the state's graduate equivalency test. Instead of using the funds as represented, the Enterprise misappropriated through fraud at least \$39,998 of the 1999-2000 Appropriation to Central City Adult Education, which defendant **RENEE GILL PRATT** had secured, by writing checks out of Central City HB343 bank account, and thereby personally benefitted from the misappropriation of these funds through the use of straw payees, checks written directly to members of the Enterprise, checks written directly to the Enterprise's corporate entities, and checks written directly to family members. Examples of the means by which this fraud was accomplished are as follows:

1. The Enterprise caused to be written checks from the 1999-2000 Central City Adult Education grant funds to straw payees totaling approximately \$10,565, said straw payee checks were ultimately used for the personal financial benefit of Betty Jefferson.

2. The Enterprise caused to be written checks from 1999-2000 Central City Adult Education grant funds totaling approximately \$2,750 to the Enterprise corporate entity Southwind, a company under the direct and exclusive control of defendant **MOSE JEFFERSON**.

3. The Enterprise caused to be written a check from 1999-2000 Central City Adult Education grant funds in the amount of \$475.64 for the benefit of 2712-2716 Loyola Avenue ("Mose Manor"), a building owned by defendant **MOSE JEFFERSON** through the Enterprise's corporate entity Enterprise Consultants.

4. The Enterprise caused to be written checks from 1999-2000 Central City Adult Education grant funds totaling approximately \$13,333 directly to Betty Jefferson.

5. The Enterprise caused to be written checks from 1999-2000 Central City Adult Education grant funds totaling approximately \$5,912 directly to Angela Coleman, in her name or in the name of her alias, "Angela Howard."

6. The Enterprise caused to be written checks from 1999-2000 Central City Adult Education grant funds totaling approximately \$2,016 to Brenda Jefferson Foster.

**b. The 2000-2001 Louisiana Grant to Care Unlimited Project Chance**

In the regular Legislative session for the State of Louisiana in the year 2000, defendant **RENEE GILL PRATT**, the representative for House District 91, through the use of her position as a legislator, in consultation and concert with **MOSE JEFFERSON**, secured funding for the non-profit Care Unlimited Project Chance of at least \$103,801.00 for the fiscal year 2000-2001. After the funds had been appropriated, **MOSE JEFFERSON**, along with Brenda Jefferson Foster, and with the knowledge of Betty Jefferson, Angela Coleman, and **RENEE GILL PRATT**, submitted paperwork and documentation to the State of Louisiana falsely promising that the funds would be used exclusively for educational and charitable purposes. Instead of using the funds as represented, the Enterprise misappropriated through fraud at least \$88,644 of the 2000-2001 grant to Care Unlimited Project Chance, which defendant **RENEE GILL PRATT** had secured, by writing checks out of Project Chance BO321 bank account, and thereby personally benefitted from the misappropriation of these funds through the use of straw payees, checks written directly to members of the Enterprise, checks written directly to the Enterprise's corporate entities, and checks written directly to family members. Examples of the means by which this fraud was accomplished are as follows:

1. The Enterprise, at the direction of **MOSE JEFFERSON**, caused to be written checks from the 2000-2001 Project Chance Grant funds directly to **MOSE JEFFERSON**, totaling approximately \$14,625.00;

2. The Enterprise, at the direction of **MOSE JEFFERSON**, caused to be written checks totaling approximately \$6,000 from the 2000-2001 Project Chance Grant funds to Southwind, a company under the direct and exclusive control of **MOSE JEFFERSON**;

3. The Enterprise, with the knowledge of and at the direction of **MOSE JEFFERSON**, caused to be written checks from the 2000-2001 Project Chance Grant funds to straw payees totaling at least \$27,514, to the direct personal benefit of the Enterprise and its members, including **MOSE JEFFERSON**;

4. The Enterprise, at the direction of **MOSE JEFFERSON**, caused to be written checks from the 2000-2001 Project Chance Grant funds totaling approximately \$13,541 which were used to pay the wages of **MOSE JEFFERSON**'s handyman, Individual O, for work performed on the properties of defendants **MOSE JEFFERSON** and/or **RENEE GILL PRATT**;

5. The Enterprise, with the knowledge of and at the direction of **MOSE JEFFERSON**, caused to be written checks totaling approximately \$2,800 to Individual S for work done on Betty Jefferson' s personal residence at 936 Jackson Avenue.

**c. The 2001-2002 Louisiana Grant to Care Unlimited Project Chance**

In the regular Legislative session for the State of Louisiana in the year 2001, defendant **RENEE GILL PRATT**, the representative for House District 91, through the use of her position as a legislator, in consultation and concert with **MOSE JEFFERSON**, secured funding for the Enterprise's non-profit Care Unlimited Project Chance of at least \$178,000.00 for the fiscal year

2001-2002. After the funds had been appropriated, **MOSE JEFFERSON**, along with Brenda Jefferson Foster, and with the knowledge of Betty Jefferson, Angela Coleman, and **RENEE GILL PRATT**, submitted paperwork and documentation to the State of Louisiana falsely promising that the funds would be used exclusively to train, counsel and focus on the broad problems of black males, between the ages of 9 through 21. Instead of using the funds as represented, the Enterprise misappropriated through fraud at least \$176,029 of the 2001-2002 grant to Care Unlimited Project Chance, which defendant **RENEE GILL PRATT** had secured, by writing checks out of Project Chance RB061 bank account, and thereby personally benefitted from the misappropriation of these funds through the use of straw payees, checks written directly to members of the Enterprise, checks written directly to the Enterprise's corporate entities, and checks written directly to their personal remodeling contractors, and to family members. Examples of the means by which this fraud was accomplished are as follows:

1. Approximately \$39,585 directly to defendant **MOSE JEFFERSON**;
2. Approximately \$31,833 directly to Family Member 8;
3. Approximately \$25,276 directly to Brenda Jefferson Foster;
4. The Enterprise, at the direction of **MOSE JEFFERSON**, caused to be written checks from the 2001-2002 Project Chance Grant funds totaling approximately \$10,418, which were used to pay the wages of **MOSE JEFFERSON**'s handyman, Individual O, for work performed on the properties of defendants **MOSE JEFFERSON** and/or **RENEE GILL PRATT**;
5. Approximately \$8,608 directly to Betty Jefferson;
6. Approximately \$7,950 to Southwind, a company under the direct and exclusive control of **MOSE JEFFERSON**;

7. Approximately \$6,550 to pay workers to remodel Betty Jefferson's personal residence at 936 Jackson Avenue;

8. Approximately \$1,661 to Matco, a company controlled by Angela Coleman; and

9. Approximately \$625 to Jeffco, a company controlled by Betty Jefferson;

10. Defendant **MOSE JEFFERSON** caused to be written additional checks written out of Project Chance RB061, which were made payable to Individual O, totaling approximately \$11,456, and deposited them into **MOSE JEFFERSON's** personal checking account and Enterprise Consultants' checking account.

11-16. The defendants also submitted documentation and paperwork to the State of Louisiana indicating that the following individuals would be hired to be a full time executive director, a trainer, a counselors, a coordinator, and a private contractor, when in truth and fact the defendants well knew that:

11. Individual N, listed as the full time executive director receiving a salary of \$32,000, did not receive any money, benefits or salary as represented in the Grant application;

12. Individual O, listed as a full time trainer receiving a salary of \$20,000, worked exclusively full time as **MOSE JEFFERSON's** handyman and carpenter, did not function as a trainer for Project Chance, and in fact performed no work whatsoever for this Grant program;

13. Individual H, listed as a full time counselor receiving a salary of \$18,000, worked at the Tax Assessor's Office for Betty Jefferson and did not work for Project Chance, and in fact never received any of the funds as listed in the Grant application;

14. Family Member 6, listed as the full time coordinator receiving a salary of \$27,000, did not receive a salary of \$27,000 as listed in the Grant application;

15. Family Member 3, listed as a private contractor, was living approximately half of the Grant period in Austria as a student, did not work as a private contractor, and did not receive the \$6,000 as listed in the Grant application; and

16. Individual Q, listed as a full time counselor receiving a salary of \$20,200, did not receive any money, benefits or salary from the Grant program.

**d. The 2001-2002 Louisiana Appropriation to Care Unlimited Bridge Program**

1. In the regular Legislative session for the State of Louisiana in the year 2001, defendant **RENEE GILL PRATT**, the representative for House District 91, through the use of her position as a legislator, in consultation and concert with **MOSE JEFFERSON**, secured funding for the Enterprise's non-profit Care Unlimited Bridge Program of at least \$200,000.00 for the fiscal year 2001-2002. After the funds had been appropriated, members of the Enterprise, including Betty Jefferson, Angela Coleman, and Brenda Jefferson Foster submitted paperwork and documentation to the State of Louisiana falsely promising that the funds would be used exclusively to provide a continuous academic program for students whose academic programs are disrupted because of pregnancy. Instead of using the funds as represented, the Enterprise misappropriated through fraud at least \$143,941 of the 2001-2002 Appropriation for Care Unlimited Bridge Program, which defendant **RENEE GILL PRATT** had secured, by writing checks out of Care Unlimited HB161 bank account, and thereby personally benefitted from the misappropriation of these funds through the use of straw payees, checks written directly to members of the Enterprise, checks written directly to the Enterprise's corporate entities, and checks written directly to family members.

e. **The 2002 LSED Grant to Care Unlimited Project Chance**

1-5. Through the authority of her position as the Louisiana representative for House District 91, defendant **RENEE GILL PRATT**, in consultation and concert with **MOSE JEFFERSON**, secured funding for the Enterprise's non-profit Care Unlimited Project Chance of at least \$93,453.76 for the fiscal year 2002-2003 from the Louisiana Stadium and Exposition District ("LSED"). After **RENEE GILL PRATT** through the use of her position as a legislator had secured these funds, **MOSE JEFFERSON**, along with Brenda Jefferson Foster, and with the knowledge of **RENEE GILL PRATT**, submitted paperwork and documentation to the LSED, and auditors working on its behalf, falsely promising that the funds would be used exclusively to teach basic building and painting skills to at risk youth males. Instead of using the funds as represented, **MOSE JEFFERSON** misappropriated at least \$67,038.00 in grant funds by directing Brenda Jefferson Foster and Individual O, who appeared as signatories on this Project Chance account, to write checks to the ultimate benefit of himself and **RENEE GILL PRATT**. From on or about September 11, 2002 to on or about August 6, 2003, the Enterprise misappropriated the funds secured by **RENEE GILL PRATT**, by using the Project Chance LB507 bank account as follows:

1. Defendant **MOSE JEFFERSON** used approximately \$23,438 of grant funds in Project Chance LB507 to pay his handymen for work on personal projects, unrelated to the purpose of the grant, including renovation work on property owned by defendant **MOSE JEFFERSON** or his associated for-profit companies and on property owned by defendant **RENEE GILL PRATT**;

2. Defendant **MOSE JEFFERSON** caused approximately \$27,300 of the grant funds in Project Chance LB507 to be transferred to his personal Orleans Metro bank account LB963, as described in Section A, to pay his handymen for renovations on his and/or **RENEE GILL PRATT's**



properties and to purchase supplies for his projects. **MOSE JEFFERSON** continued to pay his handymen with these funds from his personal Orleans Metro account LB963 through approximately April 2004. **MOSE JEFFERSON** had opened his personal Orleans Metro bank account LB963 on or about October 13, 2000 in order to receive a separate \$60,000 LSED grant secured by defendant **RENEE GILL PRATT**;

3. Defendant **MOSE JEFFERSON** caused checks to be written totaling approximately \$7,800 in grant funds to Southwind, a company controlled by **MOSE JEFFERSON**;

4. Defendant **MOSE JEFFERSON** caused checks to be written totaling approximately \$6,300 in grant funds to Individual N, which defendant **MOSE JEFFERSON** deposited into his Enterprise Consultants bank account;

5. Defendant **MOSE JEFFERSON** caused checks to be written out of Project Chance LB507 totaling approximately \$2,200 in grant funds to Brenda Jefferson Foster.

**f. The 2003-2004 Federal Grant to Care Unlimited Bridge Program**

1. Through the efforts of the members of the Enterprise and others, on or about October 1, 2003 the United States Department of Education, at the request of former United States Congressman A, in consultation and concert with **MOSE JEFFERSON**, made a direct grant of \$99,350 to the non-profit Care Unlimited Bridge Program. In securing this funding, members of the Enterprise, including Betty Jefferson, Angela Coleman, and Brenda Jefferson Foster submitted paperwork and documentation to the United States Department of Education falsely promising that the federal funds would be used to provide educational support to pregnant teenagers. Instead of using the funds as represented, the Enterprise misappropriated through fraud at least \$60,358.00 of the 2003-2004 United States Department of Education Grant for Care Unlimited Bridge Program,

which had been secured through the efforts of **MOSE JEFFERSON** and former United States Congressman A, by writing checks out of Bridge Program BO865 and thereby personally benefitted from the misappropriation of these funds through the use of straw payees, checks written directly to members of the Enterprise, checks written directly to the Enterprise's corporate entities, and checks written directly to family members.

**g. The 2004-2005 Louisiana Grant to Care Unlimited Bridge Program**

1. Through the efforts of the members of the Enterprise, including **MOSE JEFFERSON**, and others, in the course of the regular legislative session for the State of Louisiana in the year 2004, the Enterprise's Care Unlimited Bridge Program received a grant from the State of Louisiana for at least \$100,000.00. After the funds had been appropriated, members of the Enterprise, including Betty Jefferson, Angela Coleman, and Brenda Jefferson Foster submitted paperwork and documentation to the State of Louisiana falsely promising that the funds would be used exclusively to provide educational support services to pregnant teenagers. Instead of using the funds as represented, the Enterprise misappropriated through fraud at least \$71,447.00 of the 2004-2005 Grant to Care Unlimited Bridge Program, which had been secured through the efforts of **MOSE JEFFERSON**, by writing checks out of Bridge Program BO865 and thereby personally benefitted from the misappropriation of these funds through the use of straw payees, checks written directly to members of the Enterprise, checks written directly to the Enterprise's corporate entities, and checks written directly to family members.

2. On or about February 28, 2005, members of the Enterprise submitted a report to the State purportedly certified by Individual C that Individual C had provided certified teachers for 6-8 weeks

to twenty-five pregnant teenage clients, knowing that Individual C did not certify the February 28, 2005 submission and did not work for the Care Unlimited Bridge Program; and,

3. On or about May 18, 2005, Betty Jefferson, Angela Coleman and Brenda Jefferson Foster received from the State of Louisiana, by common carrier Federal Express, a check in the amount of \$25,000 dated May 13, 2005, representing the issuance of the third installment funding for fiscal year 2004-2005 for the Care Unlimited Bridge Program.

**h. The 2004-2005 Louisiana Appropriation to Orleans Metropolitan Housing & Community Development, Inc.**

Through the efforts of the members of the Enterprise, including MOSE JEFFERSON, and others, in the course of the regular legislative session for the State of Louisiana in the year 2004, the Enterprise's non-profit Orleans Metropolitan Housing & Community Development received a line item appropriation sponsored by a member of the Louisiana House of Representatives for at least \$25,000.00 for the fiscal year 2004-2005. After the funds had been appropriated, the Enterprise caused to be submitted paperwork and documentation to the State of Louisiana falsely promising that the funds would be used exclusively to "enhance the quality of life by removing harborage for vermin and pests, beautify a now dismal eyesore" of run down, overgrown lots in the Central City area of New Orleans. Instead of using the funds as represented, members of the Enterprise misappropriated the grant money, as follows:

1. On or about December 31, 2004, the defendant MOSE JEFFERSON caused to be transferred \$25,000 in Grant funds from an Orleans Metro Bank One account ending in 772 ("BO772"), the account to which the original grant had been deposited, to his personal Orleans Metro account, Orleans Metro LB963, described above in Section A.

2. From on or about December 31, 2004 to on or about July 5, 2005, the defendant **MOSE JEFFERSON** paid his handymen for work on his personal projects with the \$25,000 he had directed to his personal Orleans Metro bank account and did not use any of the Grant funds to purchase equipment to cut and clear overgrown lots in the Central City area, nor did his workers clear any overgrown lots.

**i. The 2005 Louisiana Appropriation to Care Unlimited—post-Katrina Funding**

1-8. Through the efforts of the members of the Enterprise, including **MOSE JEFFERSON**, and others, in the course of the regular legislative session for the State of Louisiana in the year 2005, the Enterprise's non-profit Care Unlimited received a line item appropriation sponsored by a member of the Louisiana House of Representatives for at least \$275,000.00, under the condition that this appropriation would be used exclusively for charitable purposes.

Because of the damage inflicted as a result of Hurricane Katrina, in or around September of 2005, the Governor of the State of Louisiana, suspended all funding for discretionary grants to non-profits, such as Care Unlimited. Nevertheless, on or about February 13, 2006, the Enterprise submitted a written request to the State of Louisiana purporting that in the time immediately prior to Hurricane Katrina, services had been performed by employees of the Enterprise's non-profit Care Unlimited. Care Unlimited sought approximately \$37,928.28 purportedly to pay employees and contractors for services rendered prior to Hurricane Katrina. As a result of this written request on or about February 13, 2006, the State of Louisiana later mailed a payment of \$36,213.55 to the non-profits' accountant, Individual D, on Poydras Street, New Orleans on or about August 11, 2006. Members of the Enterprise requested an additional \$7,441.50 to "offer a disaster aid package to employees," which was denied by the State of Louisiana.

Instead of using the \$36,213.55 granted by the State of Louisiana as represented, members of the Enterprise misappropriated the funds by using the Care Unlimited bank account LB361 and took the following actions in the course of this misuse:

1. On or about August 17, 2006, members of the Enterprise caused the check from the State of Louisiana to be deposited into the Care Unlimited bank account LB361.

2. On or about August 18, 2006, Brenda Jefferson Foster sent a list of names to the accountant, Individual D, with an accompanying dollar amount beside each payee's name for the accountant to write checks out of the \$36,213.55. Members of the Enterprise then directly benefitted from the distribution of these checks by directing:

3. Approximately \$6,414 to Brenda Jefferson Foster;
4. Approximately \$2,600 to B.E.P., a company controlled by **MOSE JEFFERSON**;
5. Approximately \$3,724 issued to Individual R, which checks were deposited into A-Plus, a company controlled by Angela Coleman;
6. Approximately \$1,050 to Jeffco, a company controlled by Betty Jefferson;
7. Approximately \$872 to Family Member 2, which was deposited into A Plus; and
8. Approximately \$184 to Angela Howard, a/k/a Angela Coleman, which was deposited into A Plus.

j. **The *I Can Learn* Appropriation (May 2001 to January 2002)**

In the regular Legislative session for the State of Louisiana in the year 2001, defendant **RENEE GILL PRATT**, the representative for House District 91, through the use of her position as a legislator, and in consultation and concert with **MOSE JEFFERSON**, secured \$300,000.00 in funding for the purchase of *I Can Learn* software for three labs located in two New Orleans schools

with which she was affiliated: the Holy Ghost Catholic School (“Holy Ghost”) and Xavier University Preparatory Academy (“Xavier Prep”). JRL Enterprises was a company that developed the *I Can Learn* software, a computer-based learning system designed to teach mathematics to children. The following acts were also taken in the course of this appropriation:

1. On or about May 1, 2001, before defendant **RENEE GILL PRATT** had appropriated the \$300,000.00 for the labs at the two schools, defendant **MOSE JEFFERSON** executed a written sales agent agreement with JRL Enterprises that authorized **MOSE JEFFERSON** to be the exclusive commissioned sales agent for *I Can Learn* for Holy Ghost and Xavier Prep.

2. On or about September 6, 2001, the State of Louisiana began to enter into a cooperative endeavor agreement with Holy Ghost, in which the State of Louisiana agreed to disburse \$100,000.00 to Holy Ghost under the condition that Holy Ghost would in turn purchase the *I Can Learn* software from JRL Enterprises. On or about November 2, 2001, the State of Louisiana mailed to Holy Ghost the approved cooperative endeavor agreement, binding the school to the terms of said agreement.

3. On or about December 4, 2001, the State of Louisiana mailed a check for \$100,000.00 to Holy Ghost, as per the cooperative endeavor agreement.

4. On or about December 12, 2001, Holy Ghost mailed a check to JRL Enterprises, as the agreement provided, as payment for the *I Can Learn* software.

5. On or about September 1, 2001, the State of Louisiana began to enter into a cooperative endeavor agreement with Xavier Prep, in which the State of Louisiana agreed to disburse \$200,000.00 to Xavier Prep under the condition that Xavier Prep would in turn purchase the *I Can Learn* software from JRL Enterprises. On or about November 2, 2001, the State of Louisiana

mailed to Xavier Prep the approved cooperative endeavor agreement, binding the school to the terms of said agreement.

6. On or about December 4, 2001, the State of Louisiana mailed a check for \$200,000.00 to Xavier Prep, as per the cooperative endeavor agreement.

7. On or about December 11, 2001, Xavier Prep mailed a check to JRL Enterprises, as the agreement provided, as payment for the *I Can Learn* software.

8. On or about December 12, 2001, JRL Enterprises delivered payment of \$30,000.00 to defendant **MOSE JEFFERSON**, through his company B.E.P. Consulting Services, in exchange for his purported work as the exclusive sales agent for Holy Ghost and Xavier Prep:

- i. This \$30,000.00, which represented a 10% commission on the state-mandated sale of the *I Can Learn* software to Holy Ghost and Xavier Prep, was deposited into B.E.P. bank account LB521 on or about December 21, 2001.

9. On or about January 31, 2002, defendant **MOSE JEFFERSON**, via B.E.P. bank account LB521, paid defendant and **RENEE GILL PRATT**, \$3,500.00 by check, which money **RENEE GILL PRATT** deposited into her personal Liberty Bank account, LB532.

**k. The 3313 South Saratoga St. Rental Payments (2000-2006)**

In addition to the grant funds paid by the State of Louisiana to the Enterprise's non-profits, in the course of her official duties as the representative for House District 91 in the Louisiana State Legislature and later as the City Councilmember for District B for the City of New Orleans, defendant **RENEE GILL PRATT**, arranged for the State of Louisiana and later the City of New Orleans to pay for satellite office space at 3313 South Saratoga St., owned by Southwind and later B.E.P., both entities controlled and owned by defendant **MOSE JEFFERSON**.

**1. The Katrina Cars Donation (2005-2006)**

From on or about September 14, 2005 through on or about October 3, 2006, in relation to her position as, and during the course of her official duties as the City Councilmember for District B, City of New Orleans, Louisiana, defendant **RENEE GILL PRATT** and other members of the Enterprise, including defendant **MOSE JEFFERSON**, misappropriated four (4) vehicles donated by DaimlerChrysler to the City of New Orleans following Hurricane Katrina, for her personal benefit and the benefit of others within the Enterprise, as noted below:

1. Defendant **RENEE GILL PRATT**, on behalf of the City of New Orleans, formally accepted a donation of twenty (20) vehicles from automaker DaimlerChrysler on or about September 14, 2005.

2. In accepting this donation from DaimlerChrysler, defendant **RENEE GILL PRATT** knew that the vehicles were to be used exclusively in the recovery effort. On behalf of the City of New Orleans, defendant **RENEE GILL PRATT** executed Part IV of IRS Form 8283 (Donee Acknowledgment of Noncash Charitable Contributions) for each donated vehicle, further acknowledging that the donee described in the IRS Form 8283 was the City of New Orleans.

3. Defendant **RENEE GILL PRATT**, in accepting the donation on behalf of the City of New Orleans, also executed additional paperwork that reflected the City of New Orleans' ownership of the 20 donated vehicles.

4. Defendants **RENEE GILL PRATT**, **MOSE JEFFERSON**, and other members of the Enterprise or its associates, immediately took actual possession of four (4) of the donated vehicles, including a 2005 Dodge Durango and three (3) 2006 Dodge Ram pickup trucks, and throughout the



time of their actual possession did not use the vehicles in a manner consistent with their donation to the City of New Orleans.

5. From on or about September 14, 2005 through on or about July 6, 2006, defendant **RENEE GILL PRATT** kept the 2005 Dodge Durango at her personal residence.

6. At the request of defendant **RENEE GILL PRATT**, title of four (4) donated vehicles was transferred from the City of New Orleans to the Enterprise non-profits Care Unlimited and Orleans Metro on or about April 19, 2006, as follows:

- a. 2005 Dodge Durango VIN# 1D4HB38NX5F624586 to Care Unlimited;
- b. 2006 Dodge Ram 1500 ("Ram 1") VIN# 1D7HU18N66J108094 to Care Unlimited;
- c. 2006 Dodge Ram 1500 ("Ram 2") VIN# 1D7HU18N46J100687 to Orleans Metro;
- d. 2006 Dodge Ram 1500 ("Ram 3") VIN# 1D7HU18N96J112768 to Orleans Metro.

7. On or about May 31, 2006, defendant **RENEE GILL PRATT** left office as the City Councilmember for District B, having lost an election to another candidate on or about May 20, 2006.

8. On or about June 12, 2006, defendant **RENEE GILL PRATT** began an application process for a bill consolidation loan with Liberty Bank & Trust in which she listed the 2005 "Chrysler Durango" [sic] as an asset.

9. In and around July 2006, the Louisiana Board of Ethics began an investigation into the circumstances surrounding the donation of the above-described vehicles to the City of New Orleans.

10. On or about October 3, 2006, defendant **RENEE GILL PRATT**, in an effort to further conceal her misuse of the donated vehicles, caused to be mailed statements to the Louisiana Board of Ethics regarding allegations of personal use and misappropriation of the donated vehicles.

All in violation of Title 18, United States Code, Section 1962(d).

**COUNT 2**

**(Mail Fraud–2004-2005 Louisiana Appropriation to Orleans Metro)**

A. The allegations contained in Count 1, Parts A, B and E are realleged and incorporated as if fully set forth herein.

B. On or about October 29, 2004, in the Eastern District of Louisiana and elsewhere, defendant **MOSE JEFFERSON**, for the purpose of executing and attempting to execute the scheme and artifice to defraud the State of Louisiana in the 2004-2005 grant to Orleans Metropolitan Housing & Community Development, Inc., that they had knowingly and willfully devised and intended to devise, as set forth in Count 1, Part E, did knowingly cause to be placed in the United States Mail and interstate, commercial carriers, a check for \$75,000.00 made payable to “Orleans Metropolitan Housing,” of which **MOSE JEFFERSON** caused to be deposited \$25,000 into his personal Orleans Metro account LB963 , as previously described in Count 1, Section E, subsection h, paragraph 1, from the State of Louisiana Department of Treasury to Orleans Metro at Post Office Box 56818, New Orleans, Louisiana, 70156; all in violation of Title 18, United States Code, Sections 1341 and 2.

### COUNT 3

#### **(Mail Fraud—post-Katrina funding to Care Unlimited)**

- A. The allegations contained in Count 1, Parts A, B and E are realleged and incorporated as if fully set forth herein.
- B. On or about August 11, 2006, in the Eastern District of Louisiana and elsewhere, defendant **MOSE JEFFERSON**, and others, for the purpose of executing and attempting to execute the scheme and artifice to defraud the State of Louisiana, that they had knowingly and willfully devised and intended to devise, as set forth in Count 1, Part E, subsection j, did knowingly cause to be placed in the United States Mail and interstate commercial carriers, a check for \$36,213.55 from the State of Louisiana payable to Care Unlimited, Inc. c/o Individual D, 650 Poydras Street, New Orleans, Louisiana, 70130; all in violation of Title 18, United States Code, Sections 1341 and 2.

### COUNTS 4-5

#### **(False Statements by MOSE JEFFERSON)**

- A. The allegations contained in Count 1, Parts A and B of this indictment are hereby realleged and incorporated herein as if fully set forth herein.
- B. On or about July 24, 2006, in the Eastern District of Louisiana, in a matter within the jurisdiction of the Federal Bureau of Investigation, an agency of the United States, the defendant, **MOSE JEFFERSON**, knowingly and willfully made a false, fictitious, and fraudulent material statement and representation, in that the defendant, **MOSE JEFFERSON**, stated that he received no financial gain, no salary, and no property, from Orleans Metro, when in truth and in fact, the

defendant well-knew that he received both financial gain and real property from Orleans Metro; all in violation of Title 18, United States Code, Section 1001.

### **COUNT 5**

A. The allegations contained in Count 1, Parts A and B of this indictment are hereby realleged and incorporated herein as if fully set forth herein.

B. On or about July 24, 2006, in the Eastern District of Louisiana, in a matter within the jurisdiction of the Federal Bureau of Investigation, an agency of the United States, the defendant, **MOSE JEFFERSON**, knowingly and willfully made a false, fictitious, and fraudulent material statement and representation, in that the defendant, **MOSE JEFFERSON**, stated that he had never held any check signing authority for Orleans Metro, when in truth and in fact, the defendant well-knew that he did, in fact, have check signing authority for a bank account entitled "Orleans Metropolitan Housing & Community Dev. Inc.," which he had opened on or about October 13, 2000, and which ended in the last three digits "963; all in violation of Title 18, United States Code, Section 1001.

### **NOTICE OF RACKETEERING FORFEITURE**

1. The allegations of Count 1 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 1963.

2. As a result of the violation as alleged in Count 1, the defendants, **MOSE JEFFERSON, RENEE GILL PRATT**, shall forfeit to the United States of America pursuant to Title 18, United States Code, Section 1963(a)(1), any interest they have acquired or maintained in

violation of Title 18, United States Code, Section 1962, including, but not limited to, the following described properties:

Property currently recorded in the name of Enterprise Consultants, LLC and described as follows: That portion of ground, together with all the buildings and improvements therein and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Fourth District of the City of New Orleans, State of Louisiana, in Square No. 304 (Old No. 254), bounded by Loyola Avenue, Washington Ave, Fourth and Saratoga Streets, which said lot of ground is designated on plan of E.L. Eostis, C.E. & S., dated July 9, 1943, a blue print copy whereof is annexed to act before Bernard Titche, H.P., dated July 27, 1943, as Lot X and according to which sketch said Lot X commences at a distance of sixty feet (60') from the corner of Loyola Avenue and Fourth Street and measures thence in the direction of Washington Avenue ninety-seven feet (97') front on Loyola Avenue, with a depth on the side line toward Washington Avenue of one hundred fifty feet (150'), said lot has a first depth on the side nearer Fourth Street of one hundred twenty feet (120'), thence it narrows on a line parallel to Loyola Avenue and extends in the direction of Washington Avenue forty feet (40'), with a second depth of thirty feet (30') on a line parallel to Fourth Street and extending in the direction of Saratoga Street, with a width on the rear line of fifty-seven feet (57'). All in accordance with a survey by F.G. Stewart, Surveyor, dated May 10, 1966, a copy of which is annexed to act before Edmond G. Miranne, N.P., dated May 18, 1966. All as more fully shown on a plat of survey by Gilbert, Kelly & Couturie, Inc., Surveyors, dated June 4, 1984, a certified copy of which is annexed to an act before Frances B. Tharp, Notary Public, dated July 6, 1984. The improvements thereon bear Municipal Nos. 2712 and 2714-16 Loyola Avenue, New Orleans, Louisiana;

Property currently recorded in the name of B.E.P. Consulting Services, LLC and described as follows: A certain lot or portion of ground, together with all the buildings and improvements thereon and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the State of Louisiana, Parish of Orleans, in the Sixth District of the City of New Orleans, in Square No. 511, Plaisance, bounded by S. Saratoga, Toledano and Loyola (formerly Franklin) Streets and Louisiana Avenue designated as Lot S on the survey made by Gilbert,

Kelly & Couturie, Inc., Surveying and Engineering, dated March of 1978, said Lot S commences at a distance of 50 feet from the corner of S. Saratoga and Toledano Streets, and measures thence 86 feet front on S. Saratoga Street the same in width in the rear, by a depth of 105 feet, between equal and parallel lines; said Lot S being composed of portions of Original Lots Nos. 14, 15, 16, 17, and 18. The improvements thereon bear municipal number 3311-13 S. Saratoga Street, New Orleans, Louisiana;

3. As a result of the violation as alleged in Count 1, the defendants, **MOSE JEFFERSON**, and **RENEE GILL PRATT**, shall forfeit to the United States of America pursuant to Title 18, United States Code, Section 1963(a)(2) any interest in, security of, claim against, and/or property and contractual rights affording them a source of influence over the enterprise which the defendants established, operated, controlled, conducted or participated in the conduct of, in violation of Title 18, United States Code, Section 1962, including, but not limited to, the property described in Paragraph 2 recorded in the name of B.E.P. Consulting Services, LLC, and bearing municipal number 3311-13 S. Saratoga Street, New Orleans, Louisiana.

4. As a result of the violation as alleged in Count 1, the defendants, **MOSE JEFFERSON**, and **RENEE GILL PRATT**, shall forfeit to the United States of America pursuant to Title 18, United States Code, Section 1963(a)(3) any property constituting, or derived from, any proceeds which they obtained directly and indirectly from racketeering activity in violation of Title 18, United States Code, Section 1962, including, but not limited to:

a. At least \$1,073,086.

5. 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 1963(m), 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 1963.

#### **NOTICE OF MAIL FRAUD FORFEITURE**

1. The allegations of Count 2 of this Third 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 1341 and 981(a)(1)(C), made applicable through Title 28, United States Code, Section 2461.

2. As a result of the offense alleged in Counts 2, defendant **MOSE JEFFERSON** shall forfeit to the United States pursuant to Title 18, United States Code, Section 981(a)(1)(C), made applicable through Title 28, United States Code, Section 2461, any and all property, real or personal, which constitutes or is derived from proceeds traceable to a violation of Title 18, United States Code, Section 1341.

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


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, Sections 1341 and 981(a)(1)(C), made applicable through Title 28, United States Code, Section 2461.

A TRUE BILL:

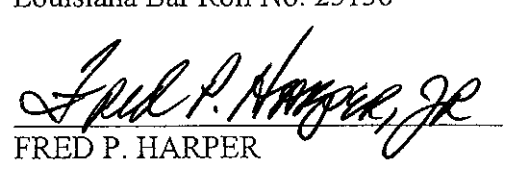
\_\_\_\_\_  
FOREPERSON

  
\_\_\_\_\_  
JIM LETTEN  
UNITED STATES ATTORNEY  
Louisiana Bar Roll No. 8514

  
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JAN MASELLI MANN  
First Assistant United States Attorney  
Chief, Criminal Division  
Louisiana Bar Roll No. 9020

  
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DANIEL P. FRIEL  
Assistant United States Attorney  
Massachusetts Bar Roll No. 660583

  
\_\_\_\_\_  
BRIAN P. MARCELLE  
Assistant United States Attorney  
Louisiana Bar Roll No. 25156

  
\_\_\_\_\_  
FRED P. HARPER  
Assistant United States Attorney  
Louisiana Bar Roll No. 6568

New Orleans, Louisiana  
March 5, 2010