

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

UNITED STATES OF AMERICA

v.

HUBERT JOSEPH SENTINO, JR.

* CRIMINAL DOCKET NO. : 10-247

* SECTION: “ A ”

* VIOLATION: 18 U.S.C. § 641

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* * *

FACTUAL BASIS

The defendant, Hubert Joseph Sentino, Jr. (herein after referred to as defendant or Sentino), has agreed to plead guilty as charged to the single count Bill of Information charging the defendant with theft of government funds in violation of Title 18, United States Code, Section 641.

Should this matter have gone to trial, the government would have proven, through the introduction of competent testimony and admissible, tangible exhibits, the following facts, beyond a reasonable doubt, to support the allegations in the Bill of Information now pending against the defendant:

The Government would submit a copy of the files of ICF International, Inc, the administrators of the Louisiana Road Home Program for the Office of Community Development, Division of Administration for the State of Louisiana demonstrating that the defendant, Hubert Joseph Sentino, Jr. and his wife made application on October 8, 2006 to obtain a Louisiana Road

Home Grant for his damaged primary residence at 7112-7114 Oleander Street, New Orleans, Louisiana 70125. In the application, the defendant falsely and fraudulently represented this property was his primary residence on the date Hurricane Katrina made landfall in New Orleans on August 29, 2005. This application was given File Number 06HH047397. Evidence would demonstrate that this property was not the primary residency of the defendant on August 29, 2005.

An employee of the Louisiana Road Home Program would testify that on or about November 17, 2006, she personally reviewed the original application bearing File Number 06HH047397 with Hubert Joseph Sentino and his wife at the offices of the Louisiana Road Home Program located at 8181 Goodwood Boulevard, Baton Rouge, Louisiana. This individual would state she had a standard speech she gave to each applicant when it came to the question on the application regarding whether the listed damaged property was the primary residency of the applicant. Further, she would state that if the defendant had told her he was not living in the property at the time of Hurricane Katrina, she would have indicated this information in the file and would have rejected the application of the defendant and not sent the file on for completion. She reviewed the application based on the defendant's representations and the application was approved so she would testify the defendant did not provide her with this fact at the time of their face to face meeting to review the Road Home application submitted by the defendant and his wife.

Individuals from the Louisiana Road Home Program and HGI Catastrophic Services, LLC would testify that on or about October 30, 2007, the defendant and his wife attended a closing of their Louisiana Road Home Program Grant application at HGI's location in the Eastern District of Louisiana. These individuals will testify that they specifically and individually reviewed with the defendant and his wife the requirements in the Louisiana Road Home Grant that grant money would

only be given to individuals who's homes were damaged by Hurricane Katrina on August 29, 2005, that the applicants were the owners of the property on that date, and the property was the applicant's primary residence on that date. In connection therewith, the defendant was required to sign a witnessed notarized affidavit to these facts. Nothing in HGI's closing file indicated that at the time of the closing, the defendant or his wife provided any information to the closing notary or employees of HGI Catastrophic Services, LLC, that 7112-7114 Oleander Street, New Orleans, Louisiana 70125 was not the primary residency of the defendant. Additionally, the defendant signed a Louisiana Road Home Program benefit selection form choosing option one which indicated the property was his primary residency on the date of Hurricane Katrina, that he intended to stay in the home and rebuild so he could obtain the maximum benefit of \$61,000. On or about November 13, 2007, HGI Catastrophic Services, LLC electronically paid \$44,060.69 of the grant proceeds to the United States Small Business Administration on behalf of the defendant and his wife to partially payoff a Small Business Administration emergency disaster assistance loan provided to them by the SBA in 2006 after Hurricane Katrina. On the same day, the defendant and his wife received Louisiana Road Home Grant funds electronically paid to them in the amount of \$16,857.31 from HGI Catastrophic Services, LLC.

A representative of the United States Department of Housing and Urban Development (HUD) would testify that HUD was a department and agency of the United States Government during the years 2005, 2006 and 2007 through the present. Further, this person would state that as a result of Hurricane Katrina and the damages caused by flooding in the New Orleans area on or about August 29, 2005, Congress with the approval of the President of the United States appropriated federal funds to set up a community development block grant program to be administered by the United States

Department of Housing and Urban Development for individuals affected in the New Orleans area by flooding caused by Hurricane Katrina. Further, this individual would state that Congress appropriated many billions of dollars to help restore damaged homes in the New Orleans area. HUD was required by legislation to provide rules for the granting of federal funds for Hurricane Katrina victims. HUD rules specifically stated grant funds could only be given to individuals who owned their home in the New Orleans area, the home was damaged by Hurricane Katrina and/or Rita and the home had to be the primary residency of the applicant on the day of Hurricane Katrina. Further this person would state that all monies received were federal funds and these funds were distributed to the Louisiana State Office of Administration to be disbursed according to the Rules of the Community Development Block Grant Program administered by HUD. The State of Louisiana, Office of Administration hired as their agent ICF International Inc to administer the Louisiana Road Home Program and distribute federal grant funds to qualified applicants. One of the subcontractors employed by ICF International was HGI Catastrophic Services, LLC.

A representative of the State of Louisiana, Office of Administration would testify that this State office was appointed as agent for the United States Department of Housing and Urban Development to administer the community development block grant federal funds for the Louisiana Road Home Program. This State office was required to follow all rules and regulations of HUD in distributing community development block grant funds. The Office of Administration contracted out with ICF International, Inc. to act as its agent to prepare the Louisiana Road Home Program and distribute federal grant funds. ICF International, Inc. was specifically required to follow all rules and regulations of HUD to distribute community development block grant funds. ICF International, Inc. hired as its contractor for closing grant funding applications HGI Catastrophic Services, LLC. They

were required to follow all rules and regulations as presented by HUD and the State of Louisiana, Office of Administration.

L.C. would testify that she was a tenant at 7114 Oleander Street, New Orleans, Louisiana 70125 in 2005. She would state that she rented at that address until the day of the Hurricane. She would testify that from June 2005 to August 2005, the defendant was not living at 7112 Oleander Street, New Orleans, Louisiana 70125 because it was under construction and was not occupied. Further, she would state the property sustained flood damage on August 29, 2005 and was not habitable thereafter.

An inspector from the Building Permit Department of the City of New Orleans would testify that a building permit was issued for 7112-7114 Oleander Street, New Orleans, Louisiana 70125 on April 13, 2005 and a Certificate of Occupancy for 7112 Oleander Street was not issued until December 12, 2005.

A representative of Entergy would testify it's records indicate that at the time Hurricane Katrina struck the New Orleans area, electrical service was provided to 7112-7114 Oleander Street, New Orleans, Louisiana 70125 and billed to Hubert Joseph Sentino, Jr. at 31 Cypress Point Court, New Orleans, Louisiana 70128.

An individual from the Louisiana Department of Motor Vehicle would testify that she reviewed the records of the Department in reference to the defendant. In 2005, the defendant's current driver's license stated his address was 2004 East Greenbrier, New Orleans, Louisiana 70128. Further she would testify that on August 14, 2006, the defendant was issued a new driver's license in which he stated his current residency and domicile was 31 Cypress Point Court, New Orleans, Louisiana 70128.

J.M. , an attorney and real estate closing notary would testify that he had prepared an Act of Sale & Assumption to transfer title of the property located at 7112-7114 Oleander Street, New Orleans, Louisiana 70125 from the parents of the defendant's wife to the defendant and his wife. On August 24, 2005, the defendant and his wife signed the Act of Sale & Assumption. While he has no independent memory of the parents of the defendant's wife signing the Act of Sale & Assumption, his daily diary records indicate they had an appointment to sign the document on Friday, August 26, 2005. Further, he would testify that the Act of Sale & Assumption were never processed, was never recorded and the bank instructions for closing the loan and sale was not completed on August 26, 2005 as a result of Hurricane Katrina. J.M. would further testify that he was contacted in late January or early February of 2006 to complete the closing by the parties. A new Act of Sale & Assumption dated August 24, 2005 was completed by the parties and filed with the Recorder of Conveyances and the Notarial Archives Office of the City of New Orleans on February 7, 2006. J.M. would testify that he completed all the necessary requirements of the bank and completed the closing within a few days of February 7, 2006.

A Special Agent from the Office of Inspector General for the United States Small Business Administration would testify that on February 8, 2008, the defendant was interviewed and he stated that until the Spring of 2005, his home was located at 2004 East Greenbrier Street, New Orleans, Louisiana 70128. He and his wife sold the home and purchased a lot to build a bigger home. This lot was not the property at 7112-7114 Oleander Street, New Orleans, Louisiana. As a result of the sale of the Greenbrier property, both he and his wife moved in with his wife's parents at their home located at 31 Cypress Point Court, New Orleans, Louisiana 70128. Further, the defendant admitted that before Hurricane Katrina in 2005, he and his wife managed real estate properties including

properties owned by his wife's parents. The defendant stated that 7114 Oleander Street was rented to L.C. before August 29, 2005.

HUBERT JOSEPH SENTINO, JR. (Date)
Defendant

MARVIN OPOTOWSKY (Date)
Assistant United States Attorney

CLARENCE ROBY, JR. (Date)
Attorney for Defendant