

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF LOUISIANA**

**SUPERSEDING BILL OF INFORMATION FOR MAKING, UTTERING,
AND POSSESSING FORGED SECURITIES AND ASSET FORFEITURE**

UNITED STATES OF AMERICA :
 :
versus : **CRIMINAL NO: 9:03-CR-00076**
 :
FAYE GERMANY LAURENT :

The United States Attorney charges that:

COUNT 1

AT ALL TIMES RELEVANT TO THIS INFORMATION:

1. Deville Construction Company, Inc. (“Deville”) was an organization as defined by Title 18, United States Code, Section 513(c)(4) which operated in and the activities of which affected interstate commerce.
2. Checks drawn on the bank accounts of Deville were securities as defined by Title 18, United States Code, Section 513(c)(3)(A).
3. From in or about 1987, to on or about March 20, 2008, the defendant, **FAYE GERMANY LAURENT (“LAURENT”)** was the bookkeeper for Deville.

4. **LAURENT**'s duties for Deville included preparing checks drawn on bank accounts of Deville and presenting them for signature by others authorized to sign such checks, reconciling the bank accounts and maintaining financial records of Deville. **LAURENT** was not authorized to sign checks drawn on the bank account of Deville.
5. From a time unknown but on or prior to 2001, through on or about March 13, 2008, **LAURENT** used her position of trust at Deville to alter the payee and/or the dollar amount of checks drawn on the bank accounts of Deville and to divert those checks to accounts which benefitted her. The total amount of Deville funds **LAURENT** diverted to her benefit from April 1, 2004 until on or about March 13, 2008 was \$1,046,147.28.
6. From on or about April 1, 2004 through on or about March 13, 2008, in the Middle District of Louisiana, **FAYE GERMANY LAURENT**, the defendant herein did make, utter and possess forged securities of an organization, that is, checks drawn on the bank accounts of Deville, that were forged because they were falsely altered and contained unauthorized additions thereto and insertions therein, with the intent to deceive another person and organization, as follows:

Check No.	Date Cleared	Check Dated	Amount of Check	Payee (altered by Faye Laurent)
8192	04/18/2004	04/07/2004	\$1,400.00	Family Member's Name
8188	04/15/2004	04/12/2004	\$6,346.00	Family Member's Name
8213	04/22/2004	04/21/2004	\$4,325.00	Family Member's Name
8214	05/04/2004	04/21/2004	\$5,305.00	Family Member's Name
8254	05/10/2004	04/16/2004	\$4,349.00	Family Member's Name
8267	05/13/2004	05/04/2004	\$5,396.20	Family Member's Name
8293	06/02/2004	05/19/2004	\$4,268.00	Family Member's Name
8337	06/15/2004	05/25/2004	\$5,330.00	Family Member's Name
8346	06/07/2004	06/02/2004	\$4,386.00	Family Member's Name

Check No.	Date Cleared	Check Dated	Amount of Check	Payee (altered by Faye Laurent)
8360	06/24/2004	06/09/2004	\$5,312.00	Family Member's Name
8414	07/02/2004	06/23/2004	\$5,370.40	Family Member's Name
8428	07/14/2004	06/30/2004	\$4,361.50	Family Member's Name
8447	08/04/2004	07/14/2004	\$5,363.00	Family Member's Name
8492	07/28/2004	07/21/2004	\$6,352.60	Family Member's Name
8517	08/11/2004	08/04/2004	\$3,425.00	Family Member's Name
8536	08/19/2004	08/11/2004	\$3,364.00	Family Member's Name
8583	09/13/2004	08/25/2004	\$5,276.20	Family Member's Name
8584	09/02/2004	08/25/2004	\$5,327.90	Family Member's Name
8628	10/15/2004	09/08/2004	\$3,364.90	Family Member's Name
8629	10/08/2004	09/14/2004	\$5,398.60	Family Member's Name
8673	09/30/2004	09/22/2004	\$6,360.40	Family Member's Name
8768	10/26/2004	10/25/2004	\$6,246.66	Family Member's Name
8781	11/04/2004	11/02/2004	\$6,426.10	Family Member's Name
8814	11/17/2004	11/17/2004	\$6,426.11	Family Member's Name
8872	11/30/2004	11/24/2004	\$6,836.90	Family Member's Name
8886	12/06/2004	12/06/2004	\$7,896.10	Family Member's Name
8918	12/17/2004	12/16/2004	\$6,268.40	Family Member's Name
8958	12/29/2004	12/27/2004	\$6,167.10	Family Member's Name
8968	01/04/2005	01/03/2005	\$3,527.60	Family Member's Name
8997	01/13/2005	01/12/2005	\$3,536.20	Family Member's Name
9042	01/28/2005	01/26/2005	\$6,407.75	Family Member's Name
9062	02/07/2005	02/02/2005	\$9,969.20	Family Member's Name
9077	02/17/2005	02/09/2005	\$4,500.00	Family Member's Name
9099	02/28/2005	02/24/2005	\$6,167.40	Family Member's Name
9147	03/16/2005	03/08/2005	\$5,262.90	Family Member's Name
9222	03/29/2005	03/29/2007	\$5,226.80	Family Member's Name
9246	04/13/2005	03/30/2005	\$3,620.84	Family Member's Name
9249	04/05/2005	03/30/2005	\$4,132.29	Family Member's Name
9296	04/19/2005	04/13/2005	\$5,370.94	Family Member's Name
9317	04/21/2005	04/20/2005	\$3,224.05	Family Member's Name
9328	04/28/2005	04/27/2005	\$5,628.40	Family Member's Name
9345	05/09/2005	05/09/2005	\$3,640.80	Family Member's Name
9357	05/17/2005	05/11/2005	\$5,630.40	Family Member's Name
9413	05/26/2005	05/25/2005	\$6,428.76	Family Member's Name
9447	06/09/2005	06/08/2005	\$6,338.60	Family Member's Name
9464	06/16/2005	06/15/2005	\$3,326.00	Family Member's Name
9514	06/29/2005	06/29/2005	\$6,494.00	Family Member's Name
9528	07/07/2005	07/06/2005	\$5,329.50	Family Member's Name
9549	07/14/2005	07/13/2005	\$5,478.20	Family Member's Name
9593	07/27/2005	07/20/2005	\$20,676.70	Family Member's Name

Check No.	Date Cleared	Check Dated	Amount of Check	Payee (altered by Faye Laurent)
9594	08/02/2005	07/28/2005	\$7,676.20	Family Member's Name
9623	08/10/2005	08/10/2005	\$6,676.40	Family Member's Name
9665	08/25/2005	08/24/2005	\$8,530.40	Family Member's Name
9678	08/25/2005	08/24/2005	\$1,625.00	Family Member's Name
9706	09/08/2005	09/07/2005	\$6,450.00	Family Member's Name
9723	09/15/2005	09/14/2005	\$6,647.25	Family Member's Name
9770	09/28/2005	09/28/2005	\$6,686.20	Family Member's Name
9788	10/17/2005	10/04/2005	\$6,648.30	Family Member's Name
9833	10/24/2005	10/19/2005	\$4,100.00	Family Member's Name
9843	11/02/2005	10/26/2005	\$9,360.45	Family Member's Name
9868	11/10/2005	11/09/2005	\$6,384.10	Family Member's Name
9915	11/22/2005	11/22/2005	\$3,650.20	Family Member's Name
9934	11/30/2005	11/30/2005	\$6,686.40	Family Member's Name
9949	12/08/2005	12/07/2005	\$5,344.64	Family Member's Name
9952	12/15/2005	12/13/2005	\$8,370.30	Family Member's Name
9963	12/19/2005	12/14/2005	\$1,500.00	Faye Laurent
9997	12/30/2005	12/26/2005	\$3,420.00	Faye Laurent
10009	01/05/2006	01/04/2006	\$8,293.00	Family Member's Name
10029	01/12/2006	01/11/2006	\$4,200.00	Family Member's Name
10046	01/18/2006	01/18/2006	\$4,520.62	Family Member's Name
10078	01/30/2006	01/25/2006	\$8,550.00	Family Member's Name
10116	02/13/2006	02/08/2006	\$8,530.60	Family Member's Name
10133	02/23/2006	02/15/2006	\$3,603.42	Family Member's Name
10177	03/02/2006	03/01/2006	\$4,420.85	Family Member's Name
10185	03/07/2006	03/06/2006	\$4,763.50	Family Member's Name
10203	03/16/2006	03/15/2006	\$6,500.00	Family Member's Name
10248	03/27/2006	03/22/2006	\$6,241.28	Family Member's Name
10269	04/04/2006	03/30/2006	\$6,929.75	Family Member's Name
10284	04/11/2006	04/05/2006	\$6,183.10	Family Member's Name
10302	04/17/2006	04/12/2006	\$4,207.20	Family Member's Name
10321	04/24/2006	04/24/2006	\$4,996.00	Family Member's Name
10329	05/01/2006	04/26/2006	\$7,143.25	Family Member's Name
10378	05/11/2006	05/10/2006	\$6,500.00	Family Member's Name
10386	05/18/2006	05/17/2006	\$4,667.76	Family Member's Name
10413	05/31/2006	05/24/2006	\$6,226.90	Family Member's Name
10437	06/08/2006	06/07/2006	\$3,258.20	Family Member's Name
10459	06/15/2006	06/14/2006	\$6,500.00	Family Member's Name
10514	06/29/2006	06/28/2006	\$9,620.50	Family Member's Name
10541	07/05/2006	07/05/2006	\$4,320.00	Family Member's Name
10559	07/12/2006	07/12/2006	\$6,683.20	Family Member's Name
10592	07/31/2006	07/31/2006	\$9,820.70	Family Member's Name

Check No.	Date Cleared	Check Dated	Amount of Check	Payee (altered by Faye Laurent)
10600	07/21/2006	07/19/2006	\$ 500.00	Family Member's Name
10622	08/02/2006	08/02/2006	\$4,421.78	Family Member's Name
10640	08/09/2006	08/09/2006	\$6,494.70	Family Member's Name
10684	08/23/2006	08/21/2006	\$12,910.40	Family Member's Name
10702	08/30/2006	08/30/2006	\$6,960.00	Family Member's Name
10711	09/06/2006	09/06/2006	\$3,620.84	Family Member's Name
10730	09/20/2006	09/13/2006	\$5,197.50	Whitney National Bank (later Benchmark Group)
10733	09/14/2006	09/12/2006	\$4,932.50	Family Member's Name
10785	09/28/2006	09/28/2006	\$7,500.00	Family Member's Name
10835	10/11/2006	10/11/2006	\$6,850.00	Family Member's Name
10858	10/30/2006	10/25/2006	\$8,500.00	Family Member's Name
10915	11/13/2006	11/13/2006	\$8,640.00	Family Member's Name
10966	11/28/2006	11/28/2006	\$9,572.40	Family Member's Name
11009	03/30/2007	12/13/2006	\$ 500.00	Family Member's Name
11095	03/23/2007	01/10/2007	\$ 732.10	Family Member's Name
11170	03/02/2007	02/07/2007	\$1,786.20	Family Member's Name
11204	03/30/2007	02/14/2007	\$1,000.00	Family Member's Name
11423	05/10/2007	04/26/2007	\$26,201.45	Holmes Building Materials
11448	05/09/2007	05/07/2007	\$11,815.65	Ascension Ready Mix
11522	05/24/2007	05/23/2007	\$9,827.30	Family Member's Name
11552	05/31/2007	05/30/2007	\$12,962.56	Family Member's Name
11570	06/06/2007	06/06/2007	\$9,316.40	Family Member's Name
11594	06/13/2007	06/11/2007	\$8,547.02	Holmes Building Materials
11608	06/14/2007	06/13/2007	\$22,978.90	Family Member's Name
11620	06/20/2007	06/20/2007	\$21,650.00	Family Member's Name
11649	07/02/2007	06/27/2007	\$32,250.00	Marshand Supply
11660	07/10/2007	07/05/2007	\$35,907.20	Family Member's Name
11673	07/13/2007	07/10/2007	\$8,593.20	Ascension Ready Mix
11714	07/19/2007	07/18/2007	\$1,441.83	Faye Laurent
11730	08/01/2007	07/25/2007	\$29,760.20	Family Member's Name
11768	08/13/2007	08/09/2007	\$25,720.00	Family Member's Name
11821	08/23/2007	08/22/2007	\$9,336.67	Family Member's Name
11834	08/29/2007	08/29/2007	\$14,773.60	Family Member's Name
11848	09/06/2007	06/08/1932	\$9,124.20	Family Member's Name
11867	09/13/2007	09/10/2007	\$1,177.23	Ascension Ready Mix
11895	09/12/2007	09/12/2007	\$9,212.50	Family Member's Name
11932	09/26/2007	09/26/2007	\$12,064.00	Family Member's Name
11965	10/18/2007	10/11/2007	\$19,827.00	Family Member's Name
12014	10/31/2007	10/24/2007	\$12,978.90	Family Member's Name

Check No.	Date Cleared	Check Dated	Amount of Check	Payee (altered by Faye Laurent)
12034	11/08/2007	10/31/2007	\$9,500.00	Family Member's Name
12037	11/30/2007	11/29/2007	\$32,560.25	Family Member's Name
12121	12/06/2007	12/05/2007	\$4,500.00	Family Member's Name
12156	12/17/2007	12/17/2007	\$6,784.06	Family Member's Name
12195	01/03/2008	01/02/2008	\$9,520.60	Family Member's Name
12231	01/14/2008	01/09/2008	\$9,500.00	Family Member's Name
12245	01/30/2008	01/23/2008	\$12,120.40	Family Member's Name
12282	02/06/2008	02/06/2008	\$12,978.90	Family Member's Name
12324	02/27/2008	02/27/2008	\$12,978.90	Family Member's Name
12354	03/13/2008	03/06/2008	\$12,220.85	Family Member's Name

all in violation of Title 18, United States Code, Section 513(a).

ASSET FORFEITURE

7. The allegations contained in Count One are hereby incorporated as though fully set forth herein for the purpose of charging criminal forfeiture to the United States of America pursuant to Title 18, United States Code, Section 981, made applicable through Title 28, United States Code, Section 2461(c).
8. As a result of being convicted of crimes relating to securities of States and private entities (Title 18, United States Code, Section 513), as charged in Count One, **FAYE GERMANY LAURENT** shall forfeit to the United States 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 513, including but not limited to:
 - A. One 2007 3.5 SE Auto 4-door Nissan Maxima, bearing Vehicle Identification Number: 1N4BA41E47C814254; and
 - B. The sum of \$1,046,147.28 in United States Currency and all interest and

proceeds traceable thereto.

9. If any of the property subject to forfeiture, as a result of any act or omission of the defendant:

- 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 defendant up to the value of the above forfeitable property.

All in violation of Title 18, United States Code, Sections 513 and 981(a)(1)(C), made applicable through Title 28, United States Code, Section 2461.

JIM LETTEN (8517)
UNITED STATES ATTORNEY

JAN MASELLI MANN (9020)
First Assistant United States Attorney

JAMES R. MANN (20513)
Assistant United States Attorney
Chief, Financial Crimes Unit

EILEEN GLEASON (11976)
Assistant United States Attorney

New Orleans, Louisiana
December _____, 2009

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF LOUISIANA**

UNITED STATES OF AMERICA

*

versus

*

CRIMINAL NO.: 09-CR-00076-JJB-CN

FAYE GERMANY LAURENT

*

* * *

PLEA AGREEMENT

1.

The undersigned Special Assistant United States Attorney for the Middle District of Louisiana (“the United States”), and the above-named defendant agree that the defendant will enter a plea of guilty to Count One of a Superseding Bill of Information charging her with one count of making, uttering and possessing a forged security of an organization in violation of Title 18, United States Code, Section 513(a). The defendant agrees to execute a waiver of her right to be charged by Indictment.

2.

The United States and the defendant agree that, if the Court accepts the guilty plea, the United States will move to dismiss the original Indictment at the time of sentencing and agrees that it will not bring any other charges in the Middle or Eastern District of Louisiana arising from defendant's scheme to forge checks of Deville Construction Company from 2001 to the present.

3.

The defendant agrees to fully and truthfully complete the financial statement provided to her by the Office of the United States Attorney and to return the financial statement to the

undersigned Assistant United States Attorney within ten days of this agreement being filed with the Court. Further, upon request, she agrees to provide the Office of the United States Attorney with any information or documentation in her possession regarding her financial affairs and agrees to submit to a debtor's examination when requested. The defendant agrees to provide this information whenever requested until such time as any judgment or claim against her, including principal, interest and penalties, is discharged or satisfied in full. Such information will be used to evaluate her capacity to pay the government's claim or judgment against her, whatever that claim or judgment may be. If the defendant refuses to comply with this paragraph or provides false or misleading information, she may, after a judicial finding of such, be prosecuted for any offense covered by the agreement, and all statements and information provided by the defendant may be used against her. The defendant's plea of guilty may not be withdrawn.

4.

The defendant hereby expressly waives the right of appeal his conviction and sentence, including any appeal right conferred by Title 18, United States Code, Section 3742, and to challenge the conviction and sentence in any post-conviction proceeding, including a proceeding under Title 28, United States Code, Section 2255. The defendant, however, reserves the right to appeal the following: (a) any punishment imposed in excess of the statutory maximum; (b) any punishment which is an upward departure pursuant to the guidelines; and (c) any punishment which is above the guidelines range calculated by the Court. Nothing in this paragraph shall act as a bar to the defendant perfecting any legal remedies he may otherwise have on appeal or collateral attack respecting claims of ineffective assistance of counsel

5.

The defendant further understands that the maximum penalty defendant may receive should her plea of guilty be accepted is ten years imprisonment and/or a fine of \$250,000 or the greater of twice the gross gain to the defendant or twice the gross loss to any person under Title 18, United States Code, Section 3571.

6.

The defendant further understands that the Court, in imposing a sentence of a term of imprisonment, shall include as part of the sentence a requirement that the defendant be placed on a term of supervised release after imprisonment for a period of up to three years pursuant to Title 18, United States Code, Section 3583. Supervised release is a period following release from prison during which defendant's conduct will be monitored by the Court or the Court's designee. Defendant fully understands that if defendant violates any of the conditions of supervised release that the Court has imposed, defendant's supervised release may be revoked and defendant may be ordered by the Court to serve in prison all or part of the term of supervised release.

7.

It is also understood that the restitution provisions of Sections 3663 and 3663A of Title 18, United States Code will apply, and the defendant agrees that any restitution imposed will be non-dischargeable in any bankruptcy proceeding and that defendant will not seek or cause to be sought a discharge or a finding of dischargeability as to the restitution obligation. The defendant further acknowledges that payment of restitution is required in this case, and agrees to pay restitution to Deville Construction Company in the amount of \$1,537,607.80, at the rate of payment ordered by the Court at the time of sentencing. The government agrees that the

defendant shall be entitled to offset against the total amount of restitution set forth above, any amounts she pays to or the value of any assets she surrenders to Deville Construction Company prior to sentencing.

8.

The defendant further waives any right to seek attorney's fees and/or other litigation expenses under the "Hyde Amendment", Title 18, United States Code, Section 3006A and the defendant acknowledges that the Government's position in the instant prosecution was not vexatious, frivolous or in bad faith.

9.

The defendant understands that she may have the right to request DNA testing of physical evidence in the government's possession and applicable to this case pursuant to Title 18, United States Code, Sections 3600 and 3600A. Pursuant to this agreement, the defendant knowingly and voluntarily waives and relinquishes any such right and fully understands that, as a result of this waiver, the defendant will not have another opportunity to have the physical evidence in this case submitted for DNA testing or to employ the results of DNA testing to support any claim of innocence regarding the offense(s) to which the defendant is pleading guilty. In addition, the defendant also understands that the government may dispose of such evidence upon the defendant's entering a plea of guilty.

10.

The defendant understands that any discussions with defendant's attorney or anyone else regarding sentencing guidelines are merely rough estimates and the Court is not bound by those discussions. The defendant understands that the sentencing guidelines are advisory and are not

mandatory for sentencing purposes. The defendant understands the Court could impose the maximum term of imprisonment and fine allowed by law, including the imposition of supervised release.

11.

This plea agreement is predicated upon the fact that the defendant agrees to submit to interviews whenever and wherever requested by law enforcement authorities. The defendant understands she must be completely truthful. The defendant also agrees to appear before any Grand Jury or trial jury and to testify truthfully. The defendant understands if she is not truthful, this agreement will be null and void and defendant may be prosecuted for perjury or making false statements. The defendant agrees neither to implicate anyone falsely nor to exculpate or protect anyone falsely. The defendant further agrees to immediately advise the Government as to any person defendant believes to be violating the law and defendant agrees to assist the Government with regard to the investigation and prosecution of criminal conduct.

12.

The Government agrees to bring to the attention of the Court any cooperation rendered by the defendant prior to sentencing. The United States may, but shall not be required to make a motion or provide a letter to the Court requesting the Court to impose a sentence below the sentence contemplated by the sentencing guidelines or to request the Court to impose any sentence within the statutory maximum term of imprisonment and fine allowed by law. It shall be in the sole discretion of the United States Attorney as to whether a motion requesting the Court to impose a sentence below the sentence contemplated by the sentencing guidelines should be filed or to impose any sentence within the statutory maximum term of imprisonment and fine

allowed by law.

13.

The Government also agrees that any statements or testimony given by the defendant pursuant to questions asked by federal agents or prosecutors as a result of this agreement will not be used against the defendant except for the purpose of impeachment. However, all parties understand that any statements or testimony given by the defendant can be used as leads or for any other reason against other persons. Further, the defendant fully understands that should she commit perjury or give false statements to federal agents, the statements and testimony can be used to prove those offenses, and she faces additional criminal charges.

14.

The defendant agrees to forfeit and give to the United States prior to the date of sentencing any right, title and interest which the defendant may have in assets constituting or derived from proceeds the defendants obtained directly or indirectly as a result of the violation(s) to which she is pleading guilty and/or which are assets used or intended to be used in any manner or part to commit and to facilitate the commission of the violation(s) to which defendant is pleading guilty. The defendant further agrees not to contest the administrative, civil or criminal forfeiture of any such asset(s). These assets include, but are not limited to, any assets charged in the bill of information or any bill of particulars filed by the United States. The defendant agrees that any asset charged in the bill of information or bill of particulars is forfeitable as proceeds of the illegal activity for which she is pleading guilty.

15.

The defendant further agrees to submit to interview whenever and wherever requested by law enforcement authorities regarding all assets within her possession or those assets transferred or sold to or deposited with any third party as outlined within the preceding paragraph. It is also understood that defendant will fully cooperate in providing any and all financial information and documentation, and will execute a complete and thorough Financial Statement, Form OBD-500, and provide it to the United States within ten days of the entry of a guilty plea in this matter. The defendant understands this information may be provided to a representative of any victim of this offense.

16.

The defendant acknowledges that there is no agreement with the United States as to the actual sentence that will be imposed by the Court as a result of this Plea Agreement and acknowledges that no promises or assurances have been made to her as to what the sentence will be. The defendant acknowledges that she has not been threatened, intimidated or coerced in any manner in order to induce her to plead guilty.

17.

The defendant acknowledges that this Plea Agreement has been entered into voluntarily, and with the advice of counsel, and that she fully understands the agreement. The defendant has no objection to the legal representation she has received in this matter.

18.

The United States and the defendant enter into the following stipulations of fact:

From a time unknown but in or prior to 2001, until March 2008, LAURENT, who was employed as the bookkeeper at Deville Construction Company in Baton Rouge ("Deville"), obtained a total of \$1,537,607.80 in funds of her employer by altering company checks after they had been signed by an authorized signer on the company's bank account. Those changes were not approved or ratified by anyone actually authorized to sign on Deville's bank account. Of the total amount, checks written on or after April 1, 2004 totaled \$1,046,147.28. The total is composed of checks made payable to the following payees: LAURENT, LAURENT's husband, Holmes Building Materials, Marshand's Supply, Ascension Ready Mix, and Whitney Bank. The check made payable to Whitney Bank was used to purchase a bank check which was made payable to The Benchmark Group, a firm of land surveyors, civil engineers and landscape architects, which provided services in connection with raising the elevation of the property in Prairieville, Louisiana, on which LAURENT's personal residence was constructed. Bank records before 2001 are unavailable and accordingly, it is not possible to document through bank records when the scheme commenced.

On May 28, 2009, Special Agent John B. Casey of the Federal Bureau of Investigation interviewed LAURENT who told him the following:

LAURENT began working for Deville in January 1988. She worked there until March 2008. She was the bookkeeper and handled tax matters for the company. She admitted taking money from her employer without the company's authority or knowledge. She accomplished this either by making company checks payable to her husband or by making checks out to vendors who provided supplies for her recently-built home.

LAURENT admitted she took money from Deville Construction Company in various ways. In some instances, she left the company check payee line blank, and then after obtaining an owner's signature, filled in her husband's name on the payee line. In other instances, she filled in the payee line on the company check with "IRS", and after obtaining the owner's signature, she changed the payee line to her husband's name. On other occasions, she made company checks payable to "Holmes Building Materials." She acknowledged these checks were used to purchase building supplies for her personal residence and acknowledged she obtained this money from the company without its knowledge or authority. She also admitted making a company check payable to "Marshand's Supply." She acknowledged the check was used to purchase kitchen countertops and hardwood floors which were installed throughout her new home in Prairieville, Louisiana, and stated she used her employer's money to pay for these items without the company's authorization.

With respect to checks made payable to LAURENT's husband, Laurent stated that she signed her husband's name to the back of the check and wrote "For Deposit Only". She then deposited the money into their joint checking account.

An official of Deville identified the endorsement on the reverse of the checks as having been made in FAYE GERMANY LAURENT's handwriting.

In addition to the methods to which LAURENT admitted as outlined above, LAURENT also increased the amount for which certain checks were written by inserting words and numbers after the check had been signed by a Deville officer who was authorized to sign on the account. For example, she would change a check made payable for \$9,760.20 at the time it was presented for signature by an authorized signer, to \$29,760.20 after such signature. The change was not authorized or approved by an authorized signer on the bank account.

At all times relevant to this matter, Deville was a construction company which operated in and the activities of which affected interstate commerce through the purchase of supplies and materials from suppliers and manufacturers outside the State of Louisiana.

These interstate purchases included the following:

1. Deville purchased concrete catch basins from a supplier located in Lumberton, MS.
2. Deville purchased lime from a supplier which is based in Pittsburgh, PA. Although Deville physically ordered and picked up the lime from a local facility, Deville received bills from Pittsburgh and remitted payment to Pittsburgh.
3. Deville purchased limestone from a supplier located in Raleigh, NC. Although Deville physically ordered and picked up limestone from a local office, Deville received bills from Raleigh and remitted payment to Raleigh.

If trial were to be held in this matter, an officer of Deville would identify company checks which had been altered after he signed them, including checks made payable to LAURENT, LAURENT's husband, Holmes Building Supply, Marshand's Supply, Ascension Ready Mix, and Whitney Bank. He would testify that the changes made after he signed the checks were not authorized or directed by him or by anyone authorized to sign checks drawn on the company bank account to his knowledge. He would further testify that on the occasions when he

signed a check without a payee listed, he never authorized LAURENT to complete the check by filling in the name of LAURENT's husband as payee, since Deville did not employ LAURENT's husband or owe him any money.

Exhibit A attached to this plea agreement is a list of all the checks drawn on the account of Deville, which checks were altered by LAURENT and the proceeds converted to her own benefit, or those of family members.

This concludes the factual stipulation.

* * *

19.

The defendant understands that the statements set forth above represent defendant's entire agreement with the Government; there are not any other agreements, letters, or notations that will affect this agreement.

EILEEN GLEASON
Assistant United States Attorney
LA Bar Roll No. 11976

Date

ANTHONY BERTUCCI
Attorney for Defendant Faye Germany Laurent
LA Bar Roll No.

Date

FAYE GERMANY LAURENT
Defendant

Date

EXHIBIT A

Check #	Date Cleared	Check Dated	Amount of check	Payee (altered by Faye Laurent)
23150	11/14/01	11/07/01	\$4,289.74	Marshall Laurent
23152	11/27/01	11/14/01	\$3,276.80	Marshall Laurent
23156	12/03/01	11/29/01	\$6,256.80	Marshall Laurent
23159	12/11/01	12/05/01	\$5,231.20	Marshall Laurent
23110	12/12/01	07/11/01	\$6,117.40	Marshall Laurent
23161	12/19/01	12/10/01	\$6,338.90	Marshall Laurent
23163	12/28/01	12/20/01	\$4,146.90	Marshall Laurent
23167	01/11/02	01/03/02	\$5,296.30	Marshall Laurent
23169	01/23/02	01/10/01	\$4,226.10	Marshall Laurent
23171	02/07/02	01/16/02	\$4,284.60	Marshall Laurent
23181	02/19/02	02/13/02	\$4,196.30	Marshall Laurent
23184	03/06/02	02/27/02	\$5,360.20	Marshall Laurent
23186	03/13/02	03/06/02	\$4,362.05	Marshall Laurent
23165	03/18/02	12/26/01	\$5,201.90	Marshall Laurent
23188	04/01/02	03/13/02	\$5,310.30	Marshall Laurent
23197	04/18/02	04/10/02	\$5,310.20	Marshall Laurent
23175	04/29/02	01/31/02	\$5,178.30	Marshall Laurent
23203	05/06/02	05/01/02	\$4,375.90	Marshall Laurent
23205	05/16/02	05/08/02	\$5,475.00	Marshall Laurent
23208	06/06/02	05/22/02	\$5,410.30	Marshall Laurent
23210	06/13/02	05/29/02	\$4,349.60	Marshall Laurent
23214	06/24/02	06/19/02	\$5,386.90	Marshall Laurent
23216	07/02/02	06/26/02	\$5,302.90	Marshall Laurent
23220	07/11/02	07/10/02	\$5,274.90	Marshall Laurent
23224	07/25/02	07/24/02	\$6,310.70	Marshall Laurent
23222	08/05/02	07/18/02	\$6,329.35	Marshall Laurent
23228	08/08/02	08/07/02	\$4,348.34	Marshall Laurent
23226	08/15/02	07/31/02	\$4,310.80	Marshall Laurent
23232	08/26/02	08/21/02	\$9,317.76	Marshall Laurent
23218	08/29/02	07/03/02	\$5,189.20	Marshall Laurent
23234	09/13/02	08/28/02	\$5,316.90	Marshall Laurent
23238	09/25/02	09/11/02	\$4,329.80	Marshall Laurent
23242	10/02/02	09/25/02	\$4,307.90	Marshall Laurent
23236	10/15/02	09/04/02	\$4,296.20	Marshall Laurent
23240	10/23/02	09/18/02	\$4,268.90	Marshall Laurent
23244	10/28/02	10/02/02	\$6,278.20	Marshall Laurent
23252	11/04/02	10/30/02	\$6,269.90	Marshall Laurent
23254	11/12/02	11/06/02	\$4,296.80	Marshall Laurent

Check #	Date Cleared	Check Dated	Amount of check	Payee (altered by Faye Laurent)
23256	11/14/02	11/13/02	\$6,390.40	Marshall Laurent
23258	11/26/02	11/20/02	\$5,360.20	Marshall Laurent
23261	12/02/02	11/29/02	\$4,294.10	Marshall Laurent
23263	12/09/02	12/04/02	\$6,188.90	Marshall Laurent
23265	12/16/02	12/11/02	\$6,296.40	Marshall Laurent
23270	01/06/03	12/23/02	\$4,229.80	Marshall Laurent
23272	01/16/03	12/31/02	\$4,269.70	Marshall Laurent
23274	01/23/03	01/08/03	\$4,286.90	Marshall Laurent
23278	02/05/03	01/22/03	\$5,390.20	Marshall Laurent
23282	02/12/03	02/05/03	\$4,330.20	Marshall Laurent
23281	02/20/03	02/05/03	\$4,260.85	Marshall Laurent
23290	03/05/03	03/05/03	\$5,329.70	Marshall Laurent
23286	03/12/03	02/19/03	\$5,330.25	Marshall Laurent
23284	03/20/03	02/12/03	\$3,226.30	Marshall Laurent
23294	03/27/03	03/19/03	\$4,280.30	Marshall Laurent
23296	04/09/03	03/26/03	\$4,339.20	Marshall Laurent
23300	04/16/03	04/09/03	\$5,306.30	Marshall Laurent
23303	05/06/03	04/23/03	\$4,460.90	Marshall Laurent
23306	05/13/03	05/07/03	\$3,389.10	Marshall Laurent
23308	05/20/03	05/14/03	\$4,390.70	Marshall Laurent
23310	06/02/03	05/21/03	\$6,366.80	Marshall Laurent
23316	06/11/03	06/12/03	\$5,322.60	Marshall Laurent
23314	06/18/03	06/04/03	\$5,317.90	Marshall Laurent
23318	07/02/03	06/18/03	\$5,299.70	Marshall Laurent
23320	07/14/03	06/25/03	\$6,336.40	Marshall Laurent
23328	07/29/03	07/23/03	\$6,276.30	Marshall Laurent
23330	08/04/03	07/30/03	\$6,316.35	Marshall Laurent
23332	08/14/03	08/05/03	\$4,367.05	Marshall Laurent
23334	08/20/03	08/13/03	\$4,290.30	Marshall Laurent
23336	09/03/03	08/20/03	\$6,329.80	Marshall Laurent
23338	09/10/03	08/27/03	\$4,180.30	Marshall Laurent
23342	09/29/03	09/10/03	\$6,317.40	Marshall Laurent
23346	10/06/03	10/01/03	\$6,346.40	Marshall Laurent
23344	10/15/03	09/17/03	\$6,338.30	Marshall Laurent
23352	10/21/03	10/15/03	\$5,361.90	Marshall Laurent
23356	11/03/03	10/29/03	\$6,387.00	Marshall Laurent
23354	11/12/03	10/22/03	\$6,546.80	Marshall Laurent
23358	11/20/03	11/05/03	\$5,407.30	Marshall Laurent
23360	12/08/03	11/05/03	\$6,298.20	Marshall Laurent
23365	12/11/03	12/10/03	\$6,398.20	Marshall Laurent
23368	12/18/03	12/17/03	\$9,375.00	Marshall Laurent
23370	12/31/03	12/23/03	\$6,327.40	Marshall Laurent

Check #	Date Cleared	Check Dated	Amount of check	Payee (altered by Faye Laurent)
7940	01/14/04	01/07/04	\$4,225.60	Marshall Laurent
7954	01/16/04	01/14/04	\$3,285.00	Marshall Laurent
7939	01/26/04	01/07/04	\$6,190.00	Marshall Laurent
8008	02/05/04	01/28/04	\$4,335.00	Marshall Laurent
8062	03/04/04	02/26/04	\$3,228.90	Marshall Laurent
8063	03/01/04	02/26/04	\$4,340.00	Marshall Laurent
8077	03/18/04	03/04/04	\$3,385.00	Marshall Laurent
8109	03/30/04	03/10/04	\$5,380.00	Marshall Laurent
8192	04/18/04	04/07/04	\$1,400.00	Marshall Laurent
8188	04/15/04	04/12/04	\$6,346.00	Marshall Laurent
8213	04/22/04	04/21/04	\$4,325.00	Marshall Laurent
8214	05/04/04	04/21/04	\$5,305.00	Marshall Laurent
8254	05/10/04	04/16/04	\$4,349.00	Marshall Laurent
8267	05/13/04	05/04/04	\$5,396.20	Marshall Laurent
8293	06/02/04	05/19/04	\$4,268.00	Marshall Laurent
8337	06/15/04	05/25/04	\$5,330.00	Marshall Laurent
8346	06/07/04	06/02/04	\$4,386.00	Marshall Laurent
8360	06/24/04	06/09/04	\$5,312.00	Marshall Laurent
8414	07/02/04	06/23/04	\$5,370.40	Marshall Laurent
8428	07/14/04	06/30/04	\$4,361.50	Marshall Laurent
8447	08/04/04	07/14/04	\$5,363.00	Marshall Laurent
8492	07/28/04	07/21/04	\$6,352.60	Marshall Laurent
8517	08/11/04	08/04/04	\$3,425.00	Marshall Laurent
8536	08/19/04	08/11/04	\$3,364.00	Marshall Laurent
8583	09/13/04	08/25/04	\$5,276.20	Marshall Laurent
8584	09/02/04	08/25/04	\$5,327.90	Marshall Laurent
8628	10/15/04	09/08/04	\$3,364.90	Marshall Laurent
8629	10/08/04	09/14/04	\$5,398.60	Marshall Laurent
8673	09/30/04	09/22/04	\$6,360.40	Marshall Laurent
8768	10/26/04	10/25/04	\$6,246.66	Marshall Laurent
8781	11/04/04	11/02/04	\$6,426.10	Marshall Laurent
8814	11/17/04	11/17/04	\$6,426.11	Marshall Laurent
8872	11/30/04	11/24/04	\$6,836.90	Marshall Laurent
8886	12/06/04	12/06/04	\$7,896.10	Marshall Laurent
8918	12/17/04	12/16/04	\$6,268.40	Marshall Laurent
8958	12/29/04	12/27/04	\$6,167.10	Marshall Laurent
8968	01/04/05	01/03/05	\$3,527.60	Marshall Laurent
8997	01/13/05	01/12/05	\$3,536.20	Marshall Laurent
9042	01/28/05	01/26/05	\$6,407.75	Marshall Laurent
9062	02/07/05	02/02/05	\$9,969.20	Marshall Laurent
9077	02/17/05	02/09/05	\$4,500.00	Marshall Laurent
9099	02/28/05	02/24/05	\$6,167.40	Marshall Laurent

Check #	Date Cleared	Check Dated	Amount of check	Payee (altered by Faye Laurent)
9147	03/16/05	03/08/05	\$5,262.90	Marshall Laurent
9222	03/29/05	03/29/07	\$5,226.80	Marshall Laurent
9246	04/13/05	03/30/05	\$3,620.84	Marshall Laurent
9249	04/05/05	03/30/05	\$4,132.29	Marshall Laurent
9296	04/19/05	04/13/05	\$5,370.94	Marshall Laurent
9317	04/21/05	04/20/05	\$3,224.05	Marshall Laurent
9328	04/28/05	04/27/05	\$5,628.40	Marshall Laurent
9345	05/09/05	05/09/05	\$3,640.80	Marshall Laurent
9357	05/17/05	05/11/05	\$5,630.40	Marshall Laurent
9413	05/26/05	05/25/05	\$6,428.76	Marshall Laurent
9447	06/09/05	06/08/05	\$6,338.60	Marshall Laurent
9464	06/16/05	06/15/05	\$3,326.00	Marshall Laurent
9514	06/29/05	06/29/05	\$6,494.00	Marshall Laurent
9528	07/07/05	07/06/05	\$5,329.50	Marshall Laurent
9549	07/14/05	07/13/05	\$5,478.20	Marshall Laurent
9593	07/27/05	07/20/05	\$20,676.70	Marshall Laurent
9594	08/02/05	07/28/05	\$7,676.20	Marshall Laurent
9623	08/10/05	08/10/05	\$6,676.40	Marshall Laurent
9665	08/25/05	08/24/05	\$8,530.40	Marshall Laurent
9678	08/25/05	08/24/05	\$1,625.00	Marshall Laurent
9706	09/08/05	09/07/05	\$6,450.00	Marshall Laurent
9723	09/15/05	09/14/05	\$6,647.25	Marshall Laurent
9770	09/28/05	09/28/05	\$6,686.20	Marshall Laurent
9788	10/17/05	10/04/05	\$6,648.30	Marshall Laurent
9833	10/24/05	10/19/05	\$4,100.00	Marshall Laurent
9843	11/02/05	10/26/05	\$9,360.45	Marshall Laurent
9868	11/10/05	11/09/05	\$6,384.10	Marshall Laurent
9915	11/22/05	11/22/05	\$3,650.20	Marshall Laurent
9934	11/30/05	11/30/05	\$6,686.40	Marshall Laurent
9949	12/08/05	12/07/05	\$5,344.64	Marshall Laurent
9952	12/15/05	12/13/05	\$8,370.30	Marshall Laurent
9963	12/19/05	12/14/05	\$1,500.00	Faye Laurent
9997	12/30/05	12/26/05	\$3,420.00	Faye Laurent
10009	01/05/06	01/04/06	\$8,293.00	Marshall Laurent
10029	01/12/06	01/11/06	\$4,200.00	Marshall Laurent
10046	01/18/06	01/18/06	\$4,520.62	Marshall Laurent
10078	01/30/06	01/25/06	\$8,550.00	Marshall Laurent
10116	02/13/06	02/08/06	\$8,530.60	Marshall Laurent
10133	02/23/06	02/15/06	\$3,603.42	Marshall Laurent
10177	03/02/06	03/01/06	\$4,420.85	Marshall Laurent
10185	03/07/06	03/06/06	\$4,763.50	Marshall Laurent
10203	03/16/06	03/15/06	\$6,500.00	Marshall Laurent

Check #	Date Cleared	Check Dated	Amount of check	Payee (altered by Faye Laurent)
10248	03/27/06	03/22/06	\$6,241.28	Marshall Laurent
10269	04/04/06	03/30/06	\$6,929.75	Marshall Laurent
10284	04/11/06	04/05/06	\$6,183.10	Marshall Laurent
10302	04/17/06	04/12/06	\$4,207.20	Marshall Laurent
10321	04/24/06	04/24/06	\$4,996.00	Marshall Laurent
10329	05/01/06	04/26/06	\$7,143.25	Marshall Laurent
10378	05/11/06	05/10/06	\$6,500.00	Marshall Laurent
10386	05/18/06	05/17/06	\$4,667.76	Marshall Laurent
10413	05/31/06	05/24/06	\$6,226.90	Marshall Laurent
10437	06/08/06	06/07/06	\$3,258.20	Marshall Laurent
10459	06/15/06	06/14/06	\$6,500.00	Marshall Laurent
10514	06/29/06	06/28/06	\$9,620.50	Marshall Laurent
10541	07/05/06	07/05/06	\$4,320.00	Marshall Laurent
10559	07/12/06	07/12/06	\$6,683.20	Marshall Laurent
10592	07/31/06	07/31/06	\$9,820.70	Marshall Laurent
10600	07/21/06	07/19/06	\$500.00	Marshall Laurent
10622	08/02/06	08/02/06	\$4,421.78	Marshall Laurent
10640	08/09/06	08/09/06	\$6,494.70	Marshall Laurent
10684	08/23/06	08/21/06	\$12,910.40	Marshall Laurent
10702	08/30/06	08/30/06	\$6,960.00	Marshall Laurent
10711	09/06/06	09/06/06	\$3,620.84	Marshall Laurent
				Whitney National Bank
10730	09/20/06	09/13/06	\$5,197.50	(later Benchmark Group)
10733	09/14/06	09/12/06	\$4,932.50	Marshall Laurent
10785	09/28/06	09/28/06	\$7,500.00	Marshall Laurent
10835	10/11/06	10/11/06	\$6,850.00	Marshall Laurent
10858	10/30/06	10/25/06	\$8,500.00	Marshall Laurent
10915	11/13/06	11/13/06	\$8,640.00	Marshall Laurent
10966	11/28/06	11/28/06	\$9,572.40	Marshall Laurent
11009	03/30/07	12/13/06	\$500.00	Marshall Laurent
11095	03/23/07	01/10/07	\$732.10	Marshall Laurent
11170	03/02/07	02/07/07	\$1,786.20	Marshall Laurent
11204	03/30/07	02/14/07	\$1,000.00	Marshall Laurent
11423	05/10/07	04/26/07	\$26,201.45	Holmes Building Materials
11448	05/09/07	05/07/07	\$11,815.65	Ascension Ready Mix
11522	05/24/07	05/23/07	\$9,827.30	Marshall Laurent
11552	05/31/07	05/30/07	\$12,962.56	Marshall Laurent
11570	06/06/07	06/06/07	\$9,316.40	Marshall Laurent
11594	06/13/07	06/11/07	\$8,547.02	Holmes Building Materials
11608	06/14/07	06/13/07	\$22,978.90	Marshall Laurent
11620	06/20/07	06/20/07	\$21,650.00	Marshall Laurent
11649	07/02/07	06/27/07	\$32,250.00	Marshand Supply

Check #	Date Cleared	Check Dated	Amount of check	Payee (altered by Faye Laurent)
11660	07/10/07	07/05/07	\$35,907.20	Marshall Laurent
11673	07/13/07	07/10/07	\$8,593.20	Ascension Ready Mix
11714	07/19/07	07/18/07	\$1,441.83	Faye Laurent
11730	08/01/07	07/25/07	\$29,760.20	Marshall Laurent
11768	08/13/07	08/09/07	\$25,720.00	Marshall Laurent
11821	08/23/07	08/22/07	\$9,336.67	Marshall Laurent
11834	08/29/07	08/29/07	\$14,773.60	Marshall Laurent
11848	09/06/07	06/08/32	\$9,124.20	Marshall Laurent
11867	09/13/07	09/10/07	\$1,177.23	Ascension Ready Mix
11895	09/12/07	09/12/07	\$9,212.50	Marshall Laurent
11932	09/26/07	09/26/07	\$12,064.00	Marshall Laurent
11965	10/18/07	10/11/07	\$19,827.00	Marshall Laurent
12014	10/31/07	10/24/07	\$12,978.90	Marshall Laurent
12034	11/08/07	10/31/07	\$9,500.00	Marshall Laurent
12037	11/30/07	11/29/07	\$32,560.25	Marshall Laurent
12121	12/06/07	12/05/07	\$4,500.00	Marshall Laurent
12156	12/17/07	12/17/07	\$6,784.06	Marshall Laurent
12195	01/03/08	01/02/08	\$9,520.60	Marshall Laurent
12231	01/14/08	01/09/08	\$9,500.00	Marshall Laurent
12245	01/30/08	01/23/08	\$12,120.40	Marshall Laurent
12282	02/06/08	02/06/08	\$12,978.90	Marshall Laurent
12324	02/27/08	02/27/08	\$12,978.90	Marshall Laurent
12354	03/13/08	03/06/08	\$12,220.85	Marshall Laurent
			<u>\$1,537,607.80</u>	