UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

FELONY

SUPERSEDING INDICTMENT FOR CONSPIRACY, WIRE FRAUD, BRIBERY CONCERNING PROGRAMS RECEIVING FEDERAL FUNDS, MONEY LAUNDERING, FALSE STATEMENTS AND FILING FALSE TAX RETURNS

UNITED STATES OF AMERICA	*	**CRIMINAL NO. 09-374**
v.	*	**SECTION: "L" (5)**
GREGORY MEFFERT	*	**VIOLATION: 18 U.S.C. § 371**
LINDA MEFFERT		**18 U.S.C. § 1343**
MARK ST. PIERRE	*	**18 U.S.C. § 1346**
		18 U.S.C. § 666(a)(1)(B)
	*	**18 U.S.C. § 666(a)(2)**
		18 U.S.C. § 1001
	*	**18 U.S.C. § 1956(h)**
		18 U.S.C. § 2
	*	**26 U.S.C. § 7206(1)**

* * *

The Grand Jury charges that:

COUNT 1
(Conspiracy)

A. AT ALL TIMES MATERIAL HEREIN:

City of New Orleans

1. The City of New Orleans was a municipality located within the Eastern District of Louisiana. The administrative and executive powers of the City of New Orleans government were vested in and exercised by the Executive Branch headed by the Mayor. The Executive Branch includes the Office

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

Department Heads

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

Mayor's Office of Technology

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

Defendant - GREGORY MEFFERT

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

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

Defendant - LINDA MEFFERT

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

Defendant - MARK ST. PIERRE

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

8. On or about August 30, 2004, defendant **MARK ST. PIERRE** incorporated a company under the name NetMethods, LLC ("NetMethods") with a principal place of business located at 1515

Poydras Street, New Orleans, Louisiana. Defendant **MARK ST. PIERRE** was the sole member and owner of this company.

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

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

Additional "Flow Through" Corporate Entities

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

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

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

Louisiana Statutory Criminal Law-Public Bribery

13. Louisiana law, specifically Louisiana Revised Statutes, Title 14, Article 118, defines the felony offense of public bribery as the acceptance or offering to accept, directly or indirectly, anything of apparent present or prospective value by any person elected to public office or any public

officer with the intent to influence the conduct of that person in relation to his or her position, employment, or duty. Louisiana law also defines the felony offense of public bribery as the giving or offering to give, directly or indirectly, anything of apparent present or prospective value to any person elected to public office or any public officer with the intent to influence the conduct of that person in relation to his or her position, employment, or duty.

Louisiana Code of Governmental Ethics

14. Article X, Section 21 of the Louisiana Constitution mandated the enactment of a code of ethics for officials and employees of the state and its political subdivisions which was codified in Louisiana Revised Statutes, Title 42, Article 1101, the Code of Governmental Ethics. Based on his position with the City of New Orleans, defendant **GREGORY MEFFERT** owed the City of New Orleans and its citizens a duty to, among other things, refrain from violating the following Louisiana laws:

> (a) Louisiana law, specifically Louisiana Revised Statutes, Title 42, Article 1111(B), provides that no public servant shall receive any thing of economic value from a person to whom the public servant has directed business of the governmental entity;
>
> (b) Title 42, Article 1112(A) prohibits a public servant from participating in a transaction in which he has a personal substantial economic interest of which he may be reasonably expected to know involving the governmental entity;
>
> (c) Title 42, Article 1112(B)(1-4) prohibits a public servant from participating in a transaction involving the governmental entity in which, to his actual knowledge, any of the following persons has a substantial economic interest: (1) any member of his immediate family, (2) any person in which he has a substantial economic interest of which he may reasonably be expected to know, (3) any person of which he is an officer, director, trustee, partner, or employee, and (4) any person with whom he is negotiating or has an arrangement concerning prospective employment; and
>
> (d) Title 42, Article 1115(A)(1), provides that no public servant shall solicit or accept, directly or indirectly, any thing of economic value as a gift or gratuity from any person or from any officer, director, agent, or employee of such person, if such public servant knows

or reasonably should know that such person: (1) has or is seeking to obtain contractual or other business or financial relationships with the public servant's agency.

B. THE SCHEME AND ARTIFICE TO DEFRAUD:

Beginning at a time unknown but prior to on or about May 5, 2002, and continuing until the date of this indictment, in the Eastern District of Louisiana and elsewhere, the defendants **GREGORY MEFFERT, LINDA MEFFERT** and **MARK ST. PIERRE** knowingly devised and intended to devise a scheme and artifice to defraud the City of New Orleans and its citizens of defendant **GREGROY MEFFERT'S** honest services free from deceit, bias, self-dealing, self-enrichment, concealment and conflict between his personal interests and the interest of the City of New Orleans and its citizens, and to obtain money and property from the City of New Orleans and its citizens through fraudulent pretenses by directing city business to companies owned and controlled by defendant **MARK ST. PIERRE** while defendant **GREGORY MEFFERT** and **LINDA MEFFERT** were receiving personal benefits in the form of payoffs including checks, electronic payments, an American Express card and household expenses from defendant **MARK ST. PIERRE.**

It was part of the scheme and artifice to defraud that defendant **GREGORY MEFFERT** would and did use his power and influence in the City of New Orleans as the Chief Technology Officer ("CTO") and head of the Mayor's Office of Technology ("MOT") to provide millions of dollars in City of New Orleans funds to defendant **MARK ST. PIERRE** and others through arrangements where defendant **MARK ST. PIERRE** and others were selected without ever participating in any competitive bid process. Defendant **GREGORY MEFFERT**, as the CTO, manipulated the procurement process to guarantee "no bid" work for defendant **MARK ST. PIERRE.**

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

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

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

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

It was further part of the scheme and artifice to defraud that defendant **GREGORY MEFFERT** failed to disclose his conflict of interest concerning defendant **MARK ST. PIERRE.**

It was further part of the scheme and artifice to defraud that defendant **MARK ST. PIERRE** made a payoff to defendant **GREGORY MEFFERT'S** wife, defendant **LINDA MEFFERT**, in the form of a check drawn on a Capital One Bank account in the amount of $38,000.00.

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

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

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

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

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

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

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

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

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

It was further part of the scheme and artifice to defraud that defendants **GREGORY MEFFERT, LINDA MEFFERT** and **MARK ST. PIERRE** would and did conceal the payoffs continuing through in or near the date of this indictment.

C. **THE CONSPIRACY:**

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

A) to devise and intend to devise a scheme and artifice to defraud the City of New Orleans, and its citizens of their intangible right to defendant **GREGORY MEFFERT'S** honest services and to obtain money and property by means of false and fraudulent pretenses, representations, and promises by use of interstate wire transmissions, in violation of Title 18, United States Code, Sections 1343 and 1346; and

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

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

D. OVERT ACTS IN FURTHERANCE OF THE CONSPIRACY:

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

1. On or about October 28, 2004, defendant **GREGORY MEFFERT** approved payment in the amount of $303,651.00 to the GSA prime contractor, Ciber, knowing it was a pass through to funnel payment to defendant **MARK ST. PIERRE** and others.

2. On or about November 9, 2004, defendant **MARK ST. PIERRE** made a payoff of $38,000.00 to defendants **GREGORY MEFFERT** and **LINDA MEFFERT** by drafting a check from an account under the name NetMethods, LLC made out to **LINDA MEFFERT'S** newly formed company, The Bottom Line Company: Strategic Financial Consulting, LLC.

3. Defendant **LINDA MEFFERT** deposited the $38,000.00 check into her business account under The Bottom Line Company: Strategic Financial Consulting, LLC and then withdrew $20,000.00 from the account on or about November 11, 2004, by writing a check to a joint personal account held by defendants **GREGORY MEFFERT** and **LINDA MEFFERT**.

4. On or about December 3, 2004, defendant **MARK ST. PIERRE** made a payoff by paying the membership dues in a New Orleans Mardi Gras parade for defendant **GREGORY MEFFERT** and others in the amount of $6,800.00.

5. In or near November, 2004, defendant **MARK ST. PIERRE** applied for and obtained an American Express credit card in defendant **GREGORY MEFFERT'S** name on the corporate account of NetMethods, LLC.

6. On or about December 7, 2004, defendants **GREGORY MEFFERT** and **LINDA MEFFERT** began using defendant **MARK ST. PIERRE'S** American Express credit card for thousands of dollars in charges which were, in turn, paid by defendant **MARK ST. PIERRE**. In addition, defendants **GREGORY MEFFERT** and **LINDA MEFFERT** repeatedly used the credit card to purchase travel and other items of economic value between December, 2004 and July, 2006, all while **GREGORY MEFFERT** approved payments from the City of New Orleans destined for defendant **MARK ST. PIERRE**. During this time period, defendants **GREGORY MEFFERT** and **LINDA MEFFERT** charged approximately $130,954.60 on the credit card over the following months (in or near):

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

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

	Date	**Total Amounts Paid by Mark St. Pierre**
a)	December 31, 2004	$10,000.00
b)	January 21, 2005	$4,115.09
c)	January 25, 2005	$2,306.59

d)	February 14, 2005	$8,389.62
e)	February 23, 2005	$3,505.18
f)	March 6, 2005	$9,573.13
g)	March 23, 2005	$5,350.10
h)	April 11, 2005	$11,911.57
i)	May 3, 2005	$1,598.00
j)	May 24, 2005	$12,603.15
k)	June 30, 2005	$13,344.47
l)	August 6, 2005	$21,116.05
m)	September 5, 2005	$13,460.33
n)	October 6, 2005	$12,654.29
o)	November 7, 2005	$18,388.19
p)	December 6, 2005	$19,123.99
q)	January 6, 2006	$20,364.48
r)	February 6, 2006	$29,229.58
s)	March 9, 2006	$23,143.26
t)	April 6, 2006	$36,249.83
u)	May 8, 2006	$61,884.87
v)	June 6, 2006	$64,606.74
w)	July 6, 2006	$29,465.18
x)	August 7, 2006	$116,551.99

8. On or about January 20, 2005, defendant **GREGORY MEFFERT** approved payment in the amount of $165,211.28 to the GSA prime contractor, Ciber, which acted as a pass through to funnel payment to defendant **MARK ST. PIERRE** and others.

9. On or about January 20, 2005, defendant **GREGORY MEFFERT** approved payment in the amount of $148,405.38 to the GSA prime contractor, Ciber, which acted as a pass through to funnel payment to defendant **MARK ST. PIERRE** and others.

10. On or about February 1, 2005, defendant **GREGORY MEFFERT** approved payment in the amount of $155,231.40 to the GSA prime contractor, Ciber, which acted as a pass through to funnel payment to defendant **MARK ST. PIERRE** and others.

11. On or about May 12, 2005, defendant **GREGORY MEFFERT** approved payment in the amount of $216,617.10 to the GSA prime contractor, Ciber, which acted as a pass through to funnel payment to defendant **MARK ST. PIERRE** and others.

12. On or about June 30, 2005, defendant **GREGORY MEFFERT** approved payment in the amount of $162,061.80 to the GSA prime contractor, Ciber, which acted as a pass through to funnel payment to defendant **MARK ST. PIERRE** and others.

13. On or about July 28, 2005, defendant **GREGORY MEFFERT** approved payment in the amount of $161,186.45 to the GSA prime contractor, Ciber, which acted as a pass through to funnel payment to defendant **MARK ST. PIERRE** and others.

14. On or about August 11, 2005, defendant **GREGORY MEFFERT** approved payment in the amount of $174,818.70 to the GSA prime contractor, Ciber, which acted as a pass through to funnel payment to defendant **MARK ST. PIERRE** and others.

15. On or about November 17, 2005, defendant **MARK ST. PIERRE** made a payoff by paying the membership dues in a New Orleans Mardi Gras parade for defendant **GREGORY MEFFERT** in the amount of $700.00.

16. On or about January 9, 2006, defendant **GREGORY MEFFERT** approved payment in the amount of $171,575.60 to the GSA prime contractor, Ciber, which acted as a pass through to funnel payment to defendant **MARK ST. PIERRE** and others.

17. On or about July 6, 2006, defendant **GREGORY MEFFERT** approved payment in the amount of $1,596,497.76 to the GSA prime contractor, Ciber, which acted as a pass through to funnel payment to defendant **MARK ST. PIERRE** and others.

18. On or about July 15, 2006, defendant **GREGORY MEFFERT** approved payment in the amount of $836,132.20 to the GSA prime contractor, Ciber, which acted as a pass through to funnel payment to defendant **MARK ST. PIERRE** and others.

19. Beginning in or near November, 2005, continuing until in or near March, 2007, defendant **MARK ST. PIERRE** influenced and rewarded defendant **GREGORY MEFFERT** for his official acts by making payoffs to pay for certain household expenses at **GREGORY MEFFERT'S** residence in New Orleans, Louisiana in excess of $35,000.00 to include a house cleaning service, lawn service, pool maintenance, a new roof, fence repair and landscaping.

20. In or near July, 2006, defendant **GREGORY MEFFERT**, as CTO, arranged and directed the order and purchase of "crime cameras" for the City of New Orleans through the use of a "no bid" procurement process which permitted defendant **MARK ST. PIERRE** to purchase cameras from an out of state manufacturer, and to then resell the cameras to Dell, Inc.. Dell, Inc. then resold the cameras to the City of New Orleans for defendant **MARK ST. PIERRE** to install.

21. On or about the following dates, defendant **MARK ST. PIERRE** made payoffs to defendant **GREGORY MEFFERT** by check and/or direct deposits in the following amounts:

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

22. On or about November 19, 2008, defendant **GREGORY MEFFERT** testified at a deposition. During that testimony, in the presence of defendant **MARK ST. PIERRE**, defendant **GREGORY MEFFERT** provided false statements regarding his income during his tenure at the City of New Orleans and acted to conceal the true nature of his financial relationship with defendant **MARK ST. PIERRE**. During that deposition, defendant **GREGORY MEFFERT** made false statements when questioned under oath about his knowledge and involvement with defendant **MARK ST. PIERRE**. In particular, when questioned about whether he ever received any other source of income while he was a public official, defendant **GREGORY MEFFERT** offered the following testimony:

Q. Denotes Questions by the Plaintiff's Attorney
A. Denotes Answers by Defendant ***Gregory Meffert***

Q. Okay. So, from May of 2002 through July of 2006, you were a full-time employee of the City of New Orleans; is that correct?

A. Yes. That's correct.

Q. All right. Did you have any–Did you perform any, um, work effort for any private entity between May of 2002 and July of 2006, other than the City of New Orleans?

A. Any private entity?

Q. Yeah. Did you do any other work, other than for the City of New Orleans, during that time period?

A. I had a bed and breakfast–

Q. Okay.

A. –which was incorporated.

Q. Anything else, other than a bed and breakfast?

A. No, sir.

Q. All right. So, would it be correct to say that your sole source of income from May 2002 through July 14th, 2006 from your everyday work practice was from the City of New Orleans?

A. Yeah. That would be –Again, except for the bed and breakfast.

Q. Okay. Thank you for that clarification. Where was the bed and breakfast?

A. Convent, Louisiana.
I should clarify, also, though, I think–I take it in that questions–My company was sold after–Ilumin, the company that my company merged into, was sold to Computer Associates after, and I did receive proceeds from the stock sale.

Q. Okay. All right. Anything else that you can think of–bed and breakfast, proceeds from the stock sale–between May of 2002 and July of 2006 where you received income?

A. No.

23. On or about February 9, 2009, defendant **GREGORY MEFFERT** testified at a deposition stemming from civil litigation. During that testimony, in the presence of defendant **MARK ST. PIERRE**, defendant **GREGORY MEFFERT** concealed the true nature of his financial relationship with defendant **MARK ST. PIERRE**.

24. On or about February 10, 2009, defendant **GREGORY MEFFERT** testified at a deposition stemming from civil litigation. During that testimony, in the presence of defendant **MARK ST. PIERRE,** defendant **GREGORY MEFFERT** concealed the true nature of his financial relationship with defendant **MARK ST. PIERRE**.

25. On or about February 27, 2009, defendants **GREGORY MEFFERT** and **LINDA MEFFERT** falsified, concealed and covered up a material fact to Special Agents of the Federal Bureau of Investigation ("FBI") in an attempt to conceal the true nature of the illegal payoffs defendant **MARK ST. PIERRE** made to defendants **GREGORY MEFFERT** and **LINDA MEFFERT.**

26. On or about February 28, 2009, defendants **GREGORY MEFFERT** and **LINDA MEFFERT** falsified, concealed and covered up a material fact to Special Agents of the Federal Bureau of Investigation ("FBI") in an attempt to conceal the true nature of the illegal payoffs defendant **MARK ST. PIERRE** made to defendants **GREGORY MEFFERT** and **LINDA MEFFERT.**

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

COUNT 2

A. The allegations contained in Section A, paragraphs 1-12 of Count 1 are realleged and incorporated as if fully set forth herein.

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

COUNT 3

A. The allegations contained in Section A, paragraphs 1-12 of Count 1 are realleged and incorporated as if fully set forth herein.

B. On or about November 9, 2004, in the Eastern District of Louisiana, defendant **GREGORY**

MEFFERT, an agent of the City of New Orleans, a municipality which received federal benefits in excess of $10,000.00 in a one-year period, and defendant **LINDA MEFFERT**, did corruptly accept and agree to accept, anything of value from any person, intending to be influenced and rewarded in connection with any business, transaction, and series of transactions of the City of New Orleans involving anything of value of $5,000.00 or more, that is, defendants **GREGORY MEFFERT** and **LINDA MEFFERT** accepted and agreed to accept a payoff via a check in the amount of $38,000.00 from Mark St. Pierre, in violation of Title 18, United States Code, Sections 666(a)(1)(B) and 2.

COUNTS 4-27
(Wire Fraud)

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

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

On or about the dates listed below, in the Eastern District of Louisiana, and elsewhere, defendants **GREGORY MEFFERT, LINDA MEFFERT** and **MARK ST. PIERRE,** for the purpose of executing the scheme and artifice as described in Count 1, Section B and attempting to do so, did transmit and cause to be transmitted in interstate commerce, by means of wire communication, certain signs and signals, that is defendants **GREGORY MEFFERT, LINDA MEFFERT** and **MARK ST. PIERRE** caused an interstate communication between Louisiana and Arizona to be made on each occasion listed below when defendant **MARK ST. PIERRE** made telephone or electronic payments which were disguised payoffs on an account utilized by defendants **GREGORY MEFFERT** and **LINDA MEFFERT**.

COUNT	DATE	AMOUNT PAID BY MARK ST. PIERRE (BY MONTH)
4	December 31, 2004	$10,000.00
5	January 21, 2005	$4,115.09
6	January 25, 2005	$2,306.59
7	February 14, 2005	$8,389.62
8	February 23, 2005	$3,505.18
9	March 6, 2005	$9,573.13
10	March 23, 2005	$5,350.10
11	April 11, 2005	$11,911.57
12	May 3, 2005	$1,598.00
13	May 24, 2005	$12,603.15
14	June 30, 2005	$13,344.47
15	August 6, 2005	$21,116.05
16	September 5, 2005	$13,460.33
17	October 6, 2005	$12,654.29
18	November 7, 2005	$18,388.19
19	December 6, 2005	$19,123.99
20	January 6, 2006	$20,364.48
21	February 6, 2006	$29,229.58
22	March 9, 2006	$23,143.26
23	April 6, 2006	$36,249.83
24	May 8, 2006	$61,884.87
25	June 6, 2006	$64,606.74
26	July 6, 2006	$29,465.18
27	August 7, 2006	$116,551.99

All in violation of Title 18, United States Code, Sections 1343, 1346 and 2.

COUNTS 28-43

A. The allegations contained in Section A, paragraphs 1-12 of Count 1 are realleged and incorporated as if fully set forth herein.

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

COUNT	DATE	AMOUNT
28	August 4, 2006	$8,650.00
29	August 18, 2006	$10,292.00
30	September 1, 2006	$8,900.00
31	September 15, 2006	$8.650.00
32	September 29, 2006	$17,209.85
33	October 20, 2006	$31,150.00
34	November 2, 2006	$32,950.00
35	November 17, 2006	$31,831.32
36	December 8, 2006	$76,863.87
37	January 5, 2007	$76,687.20
38	February 7, 2007	$53,000.00
39	February 7, 2007	$23,612.49
40	March 14, 2007	$73,585.14

41	March 19, 2007	$67,000.00
42	April 16, 2007	$67,000.00
43	May 14, 2007	$60,044.38

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

COUNTS 44-59

A. The allegations contained in Section A, paragraphs 1-12 of Count 1 are realleged and incorporated as if fully set forth herein.

B. On or about the dates listed below, in the Eastern District of Louisiana, defendant **GREGORY MEFFERT**, having been an agent of the City of New Orleans, a municipality which received federal benefits in excess of $10,000.00 in a one-year period, and defendant **LINDA MEFFERT**, did corruptly accept and agree to accept, anything of value from any person, intending to be rewarded in connection with any business, transaction, and series of transactions of the City of New Orleans involving anything of value of $5,000.00 or more, that is, defendants **GREGORY MEFFERT** and **LINDA MEFFERT** accepted and agreed to accept payoffs in the form of checks and/or direct deposits from Mark St. Pierre valued as set forth below:

COUNT	DATE	AMOUNT
44	August 4, 2006	$8,650.00
45	August 18, 2006	$10,292.00
46	September 1, 2006	$8,900.00
47	September 15, 2006	$8.650.00
48	September 29, 2006	$17,209.85
49	October 20, 2006	$31,150.00
50	November 2, 2006	$32,950.00
51	November 17, 2006	$31,831.32

52	December 8, 2006	$76,863.87
53	January 5, 2007	$76,687.20
54	February 7, 2007	$53,000.00
55	February 7, 2007	$23,612.49
56	March 14, 2007	$73,585.14
57	March 19, 2007	$67,000.00
58	April 16, 2007	$67,000.00
59	May 14, 2007	$60,044.38

All in violation of Title 18, United States Code, Sections 666(a)(1)(B) and 2.

COUNT 60
(Money Laundering Conspiracy)

A. The allegations contained in Section A, paragraphs 1-12 of Count 1 are realleged and incorporated as if fully set forth herein.

B. **THE CONSPIRACY:**

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

COUNT 61

A. The allegations contained in Section A, paragraphs 1-12 of Count 1 are realleged and incorporated as if fully set forth herein.

B. On or about May 29, 2007, in the Eastern District of Louisiana, the defendants **GREGORY MEFFERT** and **LINDA MEFFERT**, both residents of New Orleans, Louisiana, did willfully make and subscribe a 2005 United States Individual Income Tax Return, Form 1040 which was verified by a written declaration that it was made under the penalties of perjury and was filed with the Internal Revenue Service, which said income tax return defendants **GREGORY MEFFERT** and **LINDA MEFFERT** did not believe to be true and correct as to every material matter in that defendants **GREGORY MEFFERT** and **LINDA MEFFERT** did not report approximately $53,399.93 of income; all in violation of Title 26, United States Code, Section 7206(1).

COUNT 62

A. The allegations contained in Section A, paragraphs 1-12 of Count 1 are realleged and incorporated as if fully set forth herein.

B. On or about October 29, 2007, in the Eastern District of Louisiana, the defendants **GREGORY MEFFERT** and **LINDA MEFFERT**, both residents of New Orleans, Louisiana, did willfully make and subscribe a 2006 United States Individual Income Tax Return, Form 1040 which was verified by a written declaration that it was made under the penalties of perjury and was filed with the Internal Revenue Service, which said income tax return defendants **GREGORY MEFFERT** and **LINDA MEFFERT** did not believe to be true and correct as to every material matter in that defendants **GREGORY MEFFERT** and **LINDA MEFFERT** did not report approximately $65,811.42 of income; all in violation of Title 26, United States Code, Section 7206(1).

COUNT 63
(*False Statement to Federal Agent*)

A. The allegations contained in Section A, paragraphs 1-12 of Count 1 are realleged and incorporated as if fully set forth herein.

B. On or about February 28, 2009, in the Eastern District of Louisiana, in a matter within the jurisdiction of the Federal Bureau of Investigation (FBI), U.S. Department of Justice, the defendants, **GREGORY MEFFERT** and **LINDA MEFFERT**, did knowingly and willfully make a material false, fictitious, and fraudulent statement and representation to agents of the FBI, to wit: defendants **GREGORY MEFFERT** and **LINDA MEFFERT** told the agents that **LINDA MEFFERT** had worked for Mark St. Pierre on a "contract/consulting basis" for "an average of 6 hours per business day" at the rate of $90.00 per hour in exchange for the $38,000.00 check received from Mark St. Pierre on or about November 9, 2004 when in fact she did not work for Mark St. Pierre; all in violation of Title 18, United States Code, Sections 1001(a)(2) and 2.

NOTICE OF FRAUD FORFEITURE

1. The allegations of Counts 1 through 59 of this Superseding Indictment are realleged and incorporated by reference as though set forth fully herein for the purpose of alleging forfeiture to the United States of America pursuant to the provisions of Title 18, United States Code, Sections 371, 666(a)(2), 666(a)(1)(B), 1343 and 981(a)(1)(C), made applicable through Title 28, United States Code, Section 2461(c).

2. As a result of the offenses alleged in Counts 1 through 59, defendants, **GREGORY MEFFERT, LINDA MEFFERT** and **MARK ST. PIERRE**, shall forfeit to the United States pursuant to Title 18, United States Code, Sections 371, 666(a)(2), 666(a)(1)(B), 1343 and 981(a)(1)(C), made applicable through Title 28, United States Code, Section 2461(c), any and all property, real or personal, which constitutes or is derived from proceeds traceable to violations of

Title 18, United States Code, Sections 371, 666(a)(2), 666(a)(1)(B), 1343, including but not limited to:

a. $1,765,791 in United States Currency and all interest and proceeds traceable thereto.

b. Property currently recorded in the names of Linda Brewster Meffert, wife of/and Gregory John Meffert and described as follows: Once certain lot 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 Second District of the City of New Orleans, Parish of Orleans, State of Louisiana, in that part thereof know as Park Island; which property is bounded by Island Drive and Bayou St. John and according to a survey of James H. Couturie, Land Surveyor, dated 10/26/89, said lot of ground is designated as Lot 24 and measures as follows: Lot 24 has a first front width along Island Drive a distance of 47.74 feet to a point, thence along a curved line fronting on Island Drice a distance of 22.80 feet to a point, thence a first depth on the sideline fronting on Island Drive a distance of 157 feet to the traverse line, thence a second depth of 13 feet to Bayou St. John, thence a first width in the rear along the traverse line a distance of 62.36 feet, thence a second width in the rear along the traverse line a distance of 25 feet, thence a third width in the rear along the traverse line a distance 15 feet, by a first depth on the opposite sideline a distance of 147.14 feet to the traverse line, thence a second depth of 11 feet from the traverse line to Bayou St. John. The improvements thereon bear the Municipal No. 24 Park Island Drive, New Orleans, Louisiana.

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

a. cannot be located upon the exercise of due diligence;

b. has been transferred or sold to, or deposited with, a third person;

c. has been placed beyond the jurisdiction of the Court;

d. has been substantially diminished in value; or

e. has been commingled with other property which cannot be subdivided without difficulty;

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

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

NOTICE OF MONEY LAUNDERING FORFEITURE

1. The allegations of Count 60 of this Superseding Indictment are realleged and incorporated by reference as though set forth fully herein for the purpose of alleging forfeiture to the United States of America pursuant to the provisions of Title 18, United States Code, Section 982.

2. As a result of the offenses, alleged in Count 60, defendants **GREGORY MEFFERT, LINDA MEFFERT** and **MARK ST. PIERRE**, shall forfeit to the United States all property real or personal, involved in the aforesaid offenses and all property traceable to such property, including but not limited to the following property, which was involved in the said violations of Title 18, United States Code, Sections 1956(h) and 982, or is traceable to such property:

a. $1,765,791 in United States Currency and all interest and proceeds traceable thereto.

b. Property currently recorded in the names of Linda Brewster Meffert, wife of/and Gregory John Meffert and described as follows: Once certain lot 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 Second District of the City of New Orleans, Parish of Orleans, State of Louisiana, in that part thereof know as Park Island; which property is bounded by Island Drive and Bayou St. John and according to a survey of James H. Couturie, Land Surveyor, dated 10/26/89, said lot of ground is designated as Lot 24 and measures as follows: Lot 24 has a first front width along Island Drive a distance of 47.74 feet to a point, thence along a curved line fronting on Island Drice a distance of 22.80 feet to a point, thence a first depth on the sideline fronting on Island Drive

a distance of 157 feet to the traverse line, thence a second depth of 13 feet to Bayou St. John, thence a first width in the rear along the traverse line a distance of 62.36 feet, thence a second width in the rear along the traverse line a distance of 25 feet, thence a third width in the rear along the traverse line a distance 15 feet, by a first depth on the opposite sideline a distance of 147.14 feet to the traverse line, thence a second depth of 11 feet from the traverse line to Bayou St. John. The improvements thereon bear the Municipal No. 24 Park Island Drive, New Orleans, Louisiana.

3. If any of the property described above as being subject to forfeiture, as a result of any act or omission of the defendants:

a. cannot be located upon the exercise of due diligence;

b. has been transferred or sold to, or deposited with, a third person;

c. has been placed beyond the jurisdiction of the Court;

d. has been substantially diminished in value; or

e. has been commingled with other property which cannot be subdivided without difficulty;

it is the intent of the United States, pursuant to Title 18, United States Code, Section 982(b)(1) to seek forfeiture of any other property of said defendants up to the value of the above forfeitable property.

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

A TRUE BILL:

_____
FOREPERSON

JIM LETTEN #8517
UNITED STATES ATTORNEY

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

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

JON M. MAESTRI # 24838
Assistant United States Attorney

MATTHEW M. COMAN #23613
Assistant United States Attorney

New Orleans, Louisiana
May 7, 2010