

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

FELONY

BILL OF INFORMATION FOR WIRE FRAUD

UNITED STATES OF AMERICA	*	CRIMINAL NO.
v.	*	SECTION:
ROKEISHA BARRIOS	*	VIOLATION: 18 U.S.C. § 1343
*	*	*

The United States Attorney charges that:

COUNT 1 - WIRE FRAUD

A. AT ALL TIMES MATERIAL HEREIN:

1. The defendant, **ROKEISHA BARRIOS**, was a resident of New Orleans, Louisiana in the Eastern District of Louisiana during the years 2010 and 2011.
2. British Petroleum (BP) was a company whose activities included oil exploration and production in the United States and elsewhere and whose subsidiaries included BP Exploration and Production, Inc.

3. On or about April 20, 2010, an explosion and fire occurred on the Deepwater Horizon, an oil rig in the Gulf of Mexico that had been drilling an exploration well. The resulting oil spill, with which BP was associated, caused oil pollution across the Gulf of Mexico.

4. From in or about May 2010 through on or about August 23, 2010, BP operated a process for submission directly to BP and resolution by BP of claims of individuals and businesses for costs, damages, and other losses incurred as a result of the oil discharges due to the Deepwater Horizon incident.

5. In or about June 2010, BP established the Gulf Coast Claims Facility (GCCF) for the purpose of administering, mediating, and settling certain claims of individuals and businesses for costs, damages, and other losses incurred as a result of the oil discharges due to the Deepwater Horizon incident. The GCCF was administered by Kenneth R. Feinberg, a fund administrator responsible for decisions relating to the administration and processing of claims by the GCCF. On or about August 23, 2010, the GCCF began receiving and processing such claims, and BP ceased receiving and processing claims of individuals and businesses for costs, damages, and other losses incurred as a result of the oil discharges due to the Deepwater Horizon incident.

6. On August 6, 2010, BP Exploration and Production, Inc. established the Deepwater Horizon Oil Spill Trust, an irrevocable common law trust formed under Delaware law, to receive and to distribute funds that BP Exploration and Production, Inc. promised to provide for the payment of certain types of claims, costs, and expenses, including, but not limited to, those resolved by the GCCF.

7. During 2010 and 2011, the defendant, **ROKEISHA BARRIOS**, was married to Roberto Barrios.

B. THE SCHEME TO DEFRAUD:

1. From on or about October 2010 to on or about March 2011, in the Eastern District of Louisiana and elsewhere, the defendant, **ROKEISHA BARRIOS**, knowingly and willfully devised and intended to devise a scheme and artifice to defraud the GCCF and obtain money and property from the GCCF by means of false and fraudulent promises, pretenses, and representations.

2. It was part of the scheme and artifice to defraud that on October 2, 2010, the defendant, **ROKEISHA BARRIOS**, did submit and cause to be submitted, an application to the GCCF for emergency advance payment for business losses in the name of her husband, Roberto Barrios, allegedly resulting from the Deepwater Horizon oil spill by falsely and fraudulently stating Roberto Barrios had lost business due to the oil spill as a fisherman and hotel employee when in fact, as the defendant well knew, the seafood sales receipt submitted to the GCCF were false and fraudulent and her husband did not commence his employment with the hotel until three weeks after the oil spill had occurred on April 20, 2010.

3. It was further part of the scheme and artifice to defraud that the defendant submitted and caused to be submitted false and fraudulent GCCF claim forms, and false and fraudulent receipts and documentation to establish her husband's false and fraudulent business losses. Also, the defendant made numerous false and fraudulent representations by wire to GCCF employees and representatives to obtain payments.

4. It was further part of the scheme and artifice to defraud that the defendant received on or about November 23, 2010 an emergency advance payment from the GCCF in the amount of \$22,600 in New Orleans, Louisiana.

5. It was further part of the scheme and artifice to defraud that, as a result of the false and fraudulent documentation and representations submitted by and caused to be submitted by the defendant and received by the GCCF, and the GCCF determined the defendant's husband was entitled to a final claim payment amount of \$11,307.50.

C. THE OFFENSE:

On or about March 21, 2011, in the Eastern District of Louisiana and elsewhere, the defendant, **ROKEISHA BARRIOS**, for the purpose of executing and attempting to execute the aforesaid scheme and artifice to defraud, did knowingly and willfully cause to be transmitted in interstate commerce certain writings, signs, signals and sounds by means of wire communications from New York City, New York to New Orleans, Louisiana; that was, an electronic wire transfer payment from GCCF's agent to the joint bank account of the defendant and her husband at J.P. Morgan Chase Bank located in New Orleans, Louisiana in the amount of \$11,307.50 for which she was not entitled;

All in violation of Title 18, United States Code, Section 1343.

NOTICE OF WIRE FRAUD FORFEITURE

1. The allegations of Count 1 of this Bill of Information 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 1343 and 981(a)(1)(C), made applicable through Title 28, United States Code, Section 2461(c).

2. As a result of the offense alleged in Count 1, the defendant, **ROKEISHA BARRIOS**, shall forfeit to the United States pursuant to Title 18, United States Code, Section 981(a)(1)(C), made applicable through Title 28, United States Code, Section 2461(c), 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 1343, including but not limited to:

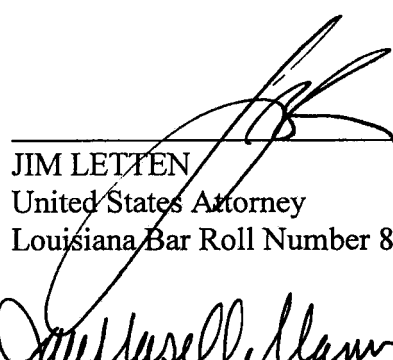
- a. \$11,307.50 in United States Currency and all interest and proceeds traceable thereto.
- b. The government specifically provides notice of its intent to seek a personal money judgment against the defendant in the amount of the fraudulently-obtained proceeds.

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.

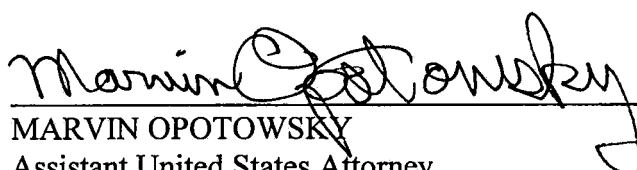
All in violation of Title 18, United States Code, Section 981(a)(1)(C), made applicable through Title 28, United States Code, Section 2461(c).



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