

FELONY

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA**

**BILL OF INFORMATION FOR
CONSPIRACY TO COMMIT
HONEST SERVICES MAIL AND WIRE FRAUD AND
TO ACCESS A PROTECTED COMPUTER**

UNITED STATES OF AMERICA

*

CRIMINAL NO.

v.

*

SECTION:

TYNEKIA BUCKLEY

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VIOLATION: 18 U.S.C. § 371

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The United States Attorney charges that:

COUNT 1

A. AT ALL TIMES MATERIAL HEREIN:

1. The State of Louisiana—Department of Insurance had the power and authority to issue and revoke licenses that enabled qualified individuals to function as bail bondsmen in the State of Louisiana.

2. At no time relevant to this Bill of Information was Bail Bondsman A licensed by the State of Louisiana—Department of Insurance.

3. From in and around 2002 through in and around 2012, the defendant, **TYNEKIA BUCKLEY**, was associated with and employed by Bail Bondsman A in various capacities.

4. On or about June 4, 2004, the defendant, **TYNEKIA BUCKLEY**, became a licensed bail bondsman. She sought and obtained this license from the State of Louisiana—Department of Insurance at the request of Bail Bondsman A. Despite being licensed herself, the defendant, **TYNEKIA BUCKLEY**, needed to get Bail Bondsman A's authorization in order to write a bond.

5. Bail Bondsman A obtained personalized stamps in the defendant's name to be used on official bond documents that read "TYNEKIA M. BUCKLEY—BAIL BONDS—538 S. BROAD ST., STE A—NEW ORLEANS, LA, 70119—PHONE 508-9745."

6. Bail Bondsman A owned the building located at 538 S. Broad St. There was no Suite A at 538 S. Broad St.

7. From on or about June 4, 2004 through in or around October 2012, the defendant, **TYNEKIA BUCKLEY**, permitted Bail Bondsman A to use her name, forge her signature, and otherwise operate as a bail bondsman under her name and license.

8. From in and around 1973 through in and around December 2010, LEAR ENCLARDE was an employee of the Orleans Parish Criminal Clerk's Office ("Clerk's Office"). As part of her duties within the Clerk's Office, LEAR ENCLARDE was a bond clerk, tasked with preparing bonds for criminal defendants who had been ordered to be held on bail, in the custody of the Orleans Parish Criminal Sheriff. From in and around 2005 through the end of her tenure at the Clerk's Office, LEAR ENCLARDE was a Deputy Supervisor for bond clerks.

9. Part of a bond clerk's official duties required him or her to personally witness and attest that the signatures on all bond documents were, in fact, signed by the individuals whose signatures appeared on the documents and that those signatures were made in the bond clerk's

presence. These requirements were designed to prevent fraud by ensuring that only properly authorized and licensed individuals were acting as bondsmen in accordance with the laws of the State of Louisiana and that only authentic signatures, actually made by the individuals they purported to represent, were affixed to official bond documents.

10. It was a further official duty of a bond clerk to collect and receive a signed power of attorney document from the bondsman seeking to bail out a criminal defendant. The Clerk's Office kept a copy of this power of attorney in its bond files. The bondsman was then required to mail the executed and accepted powers of attorney to the underwriting insurance company.

11. Personal recognizance bonds are normally reserved for individual criminal defendants who have been determined by a judge of the Orleans Parish Criminal District Court to not pose a danger to the community and to stand a strong likelihood to re-appear in court as ordered.

12. Authorization to release a criminal defendant on personal recognizance, sometimes referred to as "released on recognizance," or "ROR," lay solely with legally empowered members of the judiciary, including but not limited to judges of the Orleans Parish Criminal District Court and the Orleans Parish Municipal Court.

13. A personal recognizance bond means that a criminal defendant is not required to post money or property in order to secure his or her release.

14. From in and around 2006 through in and around 2010, GILISHIA GARRISON worked for the Orleans Parish Criminal Sheriff, as a part-time employee in Orleans Parish Prison.

15. From a time prior to in and around 2006 through in and around 2010, GILISHIA GARRISON was also a full-time employee of the Orleans Parish Criminal District Court Clerk's Office.

16. The Orleans Parish Prison (hereinafter "OPP") was a governmental entity of Orleans Parish, tasked with housing criminal defendants who had been ordered held on bail pending trial in the Orleans Parish Criminal District Court.

17. OPP utilized "CINTAP," a computerized system within which criminal defendants' and inmates' bail status and records of incarceration were retained. Among the information retained, controlled, and entered into this computerized system were a criminal defendant's bail amount and orders of release.

18. In order to effect a change in a criminal defendant's bail status from being held on bond to being released on personal recognizance, a formal Order of Release was to be authorized and signed by a judge; however, in common practice, employees of OPP would personally sign an Order of Release per a judge's instructions.

19. A change in a defendant's bail status entered through the use of this computerized system caused a corresponding change to the official and publicly accessible internet site of the Orleans Parish Criminal Sheriff, an internet site that was fully integrated with and accessible through common and ordinary means of internet access. This computerized system affected interstate commerce and was therefore a protected computer, as defined by Title 18, United States Code, Section 1030.

20. It was a part of GILISHIA GARRISON's official duties as an employee at OPP to receive bail orders from judges of the Orleans Parish Criminal District Court during non-official hours. Included among these bail orders were reductions in bond amounts and alterations of criminal defendants' bail from being held pending bond to being released on recognizance.

21. GILISHIA GARRISON accessed this computerized system in the course of her

employment at OPP with limited authorization of the Criminal Sheriff for Orleans Parish, for the legitimate and proper purpose of receiving the orders, including orders to release on recognizance, of judges of the Orleans Parish Criminal District Court.

22. The Metropolitan Orleans Total Information Online Network (“MOTION”) is a computerized record-keeping system used and maintained by the New Orleans Police Department (“NOPD”) for the purpose of informing law enforcement, certain authorized employees of the Orleans Parish Criminal Clerk’s Office, the Orleans Parish Criminal District Court’s Parole Officers, and others of a criminal defendant’s arrest and criminal history. MOTION-NAME (“MONA”) was a sub-folder within the MOTION system that enabled authorized users to search MOTION by name. The information contained on MOTION and MONA was not publicly available.

23. GILISHIA GARRISON accessed the MONA system in the course of her employment at OPP with limited authorization of the Criminal Sheriff for Orleans Parish, for the legitimate and proper purpose of verifying criminal histories and arrest records of criminal defendants. She also accessed the MONA system in the course of her employment at the Orleans Parish Criminal Clerk’s Office for the limited, authorized purpose of performing background checks on prospective employees for legally authorized companies and businesses.

24. As an employee of the Clerk’s Office, GILISHIA GARRISON had access to a computerized system that maintained the bail status and the criminal history of Orleans Parish criminal defendants. Garrison was authorized to access this computerized system only for legitimate purposes within the scope of her employment. Advance and official knowledge of a criminal defendant’s bail status and criminal history was valuable information to a bail bondsman.

25. The act of depositing cash via an Automated Teller Machine (“ATM”) caused certain signs, signals, and data to be transmitted from within the State of Louisiana to locations outside the State of Louisiana, including but not limited to computer servers associated with the Federal Reserve located in Atlanta, Georgia.

B. THE CONSPIRACY:

1. From a time prior to November 2004 through in and around October 2012, in the Eastern District of Louisiana and elsewhere, the defendant, **TYNEKIA BUCKLEY**, along with Bail Bondsman A, **LEAR ENCLARDE**, **GILISHIA GARRISON**, and others known and unknown to the United States Attorney, did knowingly and willfully conspire, confederate and agree with each other and with other persons known and unknown to the United States Attorney to:

- a. use the United States Postal Service and other common carriers, in furtherance of a scheme and artifice to defraud and to obtain money and property and to deprive the Citizens of the City of New Orleans, Louisiana of their right to the honest services of **LEAR ENCLARDE**, in violation of Title 18, United States Code, Sections 1341 and 1346.
- b. use interstate wire communications, in furtherance of a scheme and artifice to defraud and to obtain money and property and to deprive the Citizens of the City of New Orleans, Louisiana of their right to the honest services of **GILISHIA GARRISON**, in violation of Title 18, United States Code, Sections 1343 and 1346.
- c. access a protected computer, for an illegitimate and improper purpose, by paying **GILISHIA GARRISON** cash and other things of value in exchange

for Garrison's accessing and manipulating OPP's computerized system to effect the release of Orleans Parish criminal defendants, in violation of Title 18, United States Code, Sections 1030(a)(4) and (c)(3)(A).

- d. access a protected computer, for an illegitimate and improper purpose, by paying GILISHIA GARRISON and LEAR ENCLARDE cash and other things of value in exchange for Garrison's accessing the Clerk's Office's computerized system to determine the bail status and criminal history of Orleans Parish criminal defendants, in violation of Title 18, United States Code, Sections 1030(a)(4) and (c)(3)(A).

C. OVERT ACTS IN FURTHERANCE OF THE CONSPIRACY:

On or about the dates below, in furtherance of the conspiracy and to effect the unlawful objects thereof, the defendant, **TYNEKIA BUCKLEY**, along with Bail Bondsman A, LEAR ENCLARDE, GILISHIA GARRISON, and others known and unknown to the United States Attorney, committed and caused to be committed the following Overt Acts, among others, in the Eastern District of Louisiana and elsewhere:

Cash and Other Things of Value Given to Enclarde and Garrison

1. Between on or about May 5, 2003, through on or about July 7, 2008, the defendant, **TYNEKIA BUCKLEY**, in association with Bail Bondsman A and others known and unknown to the United States Attorney, provided cash and other things of value to LEAR ENCLARDE in exchange for her willing and knowing ignorance and violation of her official duties as an Orleans Parish Bond Clerk.
2. In providing cash and other things of value to LEAR ENCLARDE with a criminal intent, the defendant, **TYNEKIA BUCKLEY**, along with Bail Bondsman A and others known and unknown to the United States Attorney, conspired to perpetuate and execute a scheme to defraud the people of Orleans Parish of their right to LEAR ENCLARDE's honest services.

3. Between on or about January 21, 2010, through on or about January 30, 2010, the defendant, **TYNEKIA BUCKLEY**, in association with Bail Bondsman A and others known and unknown to the United States Attorney, provided cash and other things of value to GILISHIA GARRISON in exchange for Garrison's willing and knowing violations of her official duties as an employee of the Orleans Parish Criminal Sheriff's Office and the Orleans Parish Criminal Clerk's Office.
4. In providing cash and other things of value to GILISHIA GARRISON with a criminal intent, the defendant, **TYNEKIA BUCKLEY**, along with Bail Bondsman A and others known and unknown to the United States Attorney, conspired to perpetuate and execute a scheme to defraud the people of Orleans Parish of their right to GILISHIA GARRISON's honest services.
5. In providing cash and other things of value to GILISHIA GARRISON with a criminal intent, the defendant, **TYNEKIA BUCKLEY**, along with Bail Bondsman A and others known and unknown to the United States Attorney, further conspired to perpetuate and execute a scheme to access protected computers of OPP and the Clerk's Office for illegitimate and improper purposes.

The Use of Buckley's Name, License, and Signature

6. On or about July 7, 2008, Bail Bondsman A, in accordance with his arrangement with the defendant, **TYNEKIA BUCKLEY**, appeared before LEAR ENCLARDE. In exchange for the ongoing supply of cash and other things of value provided to Enclarde by the defendant, **TYNEKIA BUCKLEY**, Bail Bondsman A, and others known and unknown to the United States Attorney, LEAR ENCLARDE knowingly and willingly ignored and violated her official duties as an Orleans Parish bond clerk by permitting Bail Bondsman A, whom she knew to be unlicensed, to forge and use **TYNEKIA BUCKLEY'S** name, signature, and personalized stamp on official bond documents accepted by the Orleans Parish Criminal Clerk's Office in order to secure the release of a criminal defendant from the custody of the Orleans Parish Criminal Sheriff's Office.
7. On or about June 2, 2008, Bail Bondsman A, in accordance with his arrangement with the defendant, **TYNEKIA BUCKLEY**, appeared before LEAR ENCLARDE. In exchange for the ongoing supply of cash and other things of value provided to Enclarde by the defendant, **TYNEKIA BUCKLEY**, Bail Bondsman A, and others known and unknown to the United States Attorney, LEAR ENCLARDE knowingly and willingly ignored and violated her official duties as an Orleans Parish bond clerk by permitting Bail Bondsman A, whom she knew to be unlicensed, to forge and use **TYNEKIA BUCKLEY'S** name, signature, and personalized stamp on official bond documents accepted by the Orleans Parish

Criminal Clerk's Office in order to secure the release of a criminal defendant from the custody of the Orleans Parish Criminal Sheriff's Office.

8. On or about April 8, 2008, Bail Bondsman A, in accordance with his arrangement with the defendant, **TYNEKIA BUCKLEY**, appeared before LEAR ENCLARDE. In exchange for the ongoing supply of cash and other things of value provided to Enclarde by the defendant, **TYNEKIA BUCKLEY**, Bail Bondsman A, and others known and unknown to the United States Attorney, LEAR ENCLARDE knowingly and willingly ignored and violated her official duties as an Orleans Parish bond clerk by permitting Bail Bondsman A, whom she knew to be unlicensed, to forge and use **TYNEKIA BUCKLEY'S** name, signature, and personalized stamp on official bond documents accepted by the Orleans Parish Criminal Clerk's Office in order to secure the release of a criminal defendant from the custody of the Orleans Parish Criminal Sheriff's Office.
9. On or about September 22, 2006, Bail Bondsman A, in accordance with his arrangement with the defendant, **TYNEKIA BUCKLEY**, appeared before LEAR ENCLARDE. In exchange for the ongoing supply of cash and other things of value provided to Enclarde by the defendant, **TYNEKIA BUCKLEY**, Bail Bondsman A, and others known and unknown to the United States Attorney, LEAR ENCLARDE knowingly and willingly ignored and violated her official duties as an Orleans Parish bond clerk by permitting Bail Bondsman A, whom she knew to be unlicensed, to forge and use **TYNEKIA BUCKLEY'S** name, signature, and personalized stamp on official bond documents accepted by the Orleans Parish Criminal Clerk's Office in order to secure the release of a criminal defendant from the custody of the Orleans Parish Criminal Sheriff's Office.
10. On or about August 25, 2006, Bail Bondsman A, in accordance with his arrangement with the defendant, **TYNEKIA BUCKLEY**, appeared before LEAR ENCLARDE. In exchange for the ongoing supply of cash and other things of value provided to Enclarde by the defendant, **TYNEKIA BUCKLEY**, Bail Bondsman A, and others known and unknown to the United States Attorney, LEAR ENCLARDE knowingly and willingly ignored and violated her official duties as an Orleans Parish bond clerk by permitting Bail Bondsman A, whom she knew to be unlicensed, to forge and use **TYNEKIA BUCKLEY'S** name, signature, and personalized stamp on official bond documents accepted by the Orleans Parish Criminal Clerk's Office in order to secure the release of a criminal defendant from the custody of the Orleans Parish Criminal Sheriff's Office.
11. On or about May 12, 2006, Bail Bondsman A, in accordance with his arrangement with the defendant, **TYNEKIA BUCKLEY**, appeared before LEAR ENCLARDE. In exchange for the ongoing supply of cash and other things of value provided to Enclarde by the defendant, **TYNEKIA BUCKLEY**, Bail Bondsman A, and others known and unknown to the United States Attorney, LEAR

ENCLARDE knowingly and willingly ignored and violated her official duties as an Orleans Parish bond clerk by permitting Bail Bondsman A, whom she knew to be unlicensed, to forge and use **TYNEKIA BUCKLEY'S** name, signature, and personalized stamp on official bond documents accepted by the Orleans Parish Criminal Clerk's Office in order to secure the release of a criminal defendant from the custody of the Orleans Parish Criminal Sheriff's Office.

12. On or about April 27, 2006, Bail Bondsman A, in accordance with his arrangement with the defendant, **TYNEKIA BUCKLEY**, appeared before LEAR ENCLARDE. In exchange for the ongoing supply of cash and other things of value provided to Enclarde by the defendant, **TYNEKIA BUCKLEY**, Bail Bondsman A, and others known and unknown to the United States Attorney, LEAR ENCLARDE knowingly and willingly ignored and violated her official duties as an Orleans Parish bond clerk by permitting Bail Bondsman A, whom she knew to be unlicensed, to forge and use **TYNEKIA BUCKLEY'S** name, signature, and personalized stamp on official bond documents accepted by the Orleans Parish Criminal Clerk's Office in order to secure the release of a criminal defendant from the custody of the Orleans Parish Criminal Sheriff's Office.
13. On or about April 25, 2006, Bail Bondsman A, in accordance with his arrangement with the defendant, **TYNEKIA BUCKLEY**, appeared before LEAR ENCLARDE. In exchange for the ongoing supply of cash and other things of value provided to Enclarde by the defendant, **TYNEKIA BUCKLEY**, Bail Bondsman A, and others known and unknown to the United States Attorney, LEAR ENCLARDE knowingly and willingly ignored and violated her official duties as an Orleans Parish bond clerk by permitting Bail Bondsman A, whom she knew to be unlicensed, to forge and use **TYNEKIA BUCKLEY'S** name, signature, and personalized stamp on official bond documents accepted by the Orleans Parish Criminal Clerk's Office in order to secure the release of a criminal defendant from the custody of the Orleans Parish Criminal Sheriff's Office.
14. On or about March 21, 2006, Bail Bondsman A, in accordance with his arrangement with the defendant, **TYNEKIA BUCKLEY**, appeared before LEAR ENCLARDE. In exchange for the ongoing supply of cash and other things of value provided to Enclarde by the defendant, **TYNEKIA BUCKLEY**, Bail Bondsman A, and others known and unknown to the United States Attorney, LEAR ENCLARDE knowingly and willingly ignored and violated her official duties as an Orleans Parish bond clerk by permitting Bail Bondsman A, whom she knew to be unlicensed, to forge and use **TYNEKIA BUCKLEY'S** name, signature, and personalized stamp on official bond documents accepted by the Orleans Parish Criminal Clerk's Office in order to secure the release of a criminal defendant from the custody of the Orleans Parish Criminal Sheriff's Office.

15. On or about June 1, 2005, Bail Bondsman A, in accordance with his arrangement with the defendant, **TYNEKIA BUCKLEY**, appeared before LEAR ENCLARDE. In exchange for the ongoing supply of cash and other things of value provided to Enclarde by the defendant, **TYNEKIA BUCKLEY**, Bail Bondsman A, and others known and unknown to the United States Attorney, LEAR ENCLARDE knowingly and willingly ignored and violated her official duties as an Orleans Parish bond clerk by permitting Bail Bondsman A, whom she knew to be unlicensed, to forge and use **TYNEKIA BUCKLEY'S** name, signature, and personalized stamp on official bond documents accepted by the Orleans Parish Criminal Clerk's Office in order to secure the release of a criminal defendant from the custody of the Orleans Parish Criminal Sheriff's Office.
16. On or about November 23, 2004, Bail Bondsman A, in accordance with his arrangement with the defendant, **TYNEKIA BUCKLEY**, appeared before LEAR ENCLARDE. In exchange for the ongoing supply of cash and other things of value provided to Enclarde by the defendant, **TYNEKIA BUCKLEY**, Bail Bondsman A, and others known and unknown to the United States Attorney, LEAR ENCLARDE knowingly and willingly ignored and violated her official duties as an Orleans Parish bond clerk by permitting Bail Bondsman A, whom she knew to be unlicensed, to forge and use **TYNEKIA BUCKLEY'S** name, signature, and personalized stamp on official bond documents accepted by the Orleans Parish Criminal Clerk's Office in order to secure the release of a criminal defendant from the custody of the Orleans Parish Criminal Sheriff's Office.
17. The allegations described in Overt Acts 1, 2, and 6 through 16 are incorporated herein. On each of the above-described occasions in which Bail Bondsman A forged and used the name and signature of the defendant, **TYNEKIA BUCKLEY**, on official bond documents, Bail Bondsman A, along with others known and unknown to the United States Attorney, also executed fraudulent Powers of Attorney on behalf of an under-writing insurance company located outside of the State of Louisiana. In executing these fraudulent Powers of Attorney, Bail Bondsman A, by conspiring with the defendant, **TYNEKIA BUCKLEY**, LEAR ENCLARDE, and others known and unknown to the United States Attorney, caused these Powers of Attorney to be mailed to the under-writing insurance company.

The Unlawful Release of Orleans Parish Criminal Defendants

18. On or about January 21, 2010, at or around 7:08pm, Orleans Parish Criminal Defendants A and B were booked into the custody of the Orleans Parish Criminal Sheriff. At or around 7:25pm that same day, Bail Bondsman A contacted GILISHIA GARRISON, who was working at OPP at the time, about then bail status of Orleans Parish Criminal Defendants A and B.

19. Garrison and Bail Bondsman A communicated no fewer than three additional times on or about January 21, 2010.
20. Garrison next worked at OPP on or about January 25, 2010. At or around 2:11pm, 4:57pm, and 7:20pm, Bail Bondsman A contacted Garrison.
21. On or about the night of January 25, 2010, while working at the CINTAP office of the Orleans Parish Criminal Sheriff's Office, GILISHIA GARRISON forged and fabricated a personal recognizance bond for Criminal Defendant A that purported to indicate that Orleans Parish Criminal District Court Judge 1 ("Judge 1") had authorized and ordered the release of Criminal Defendant A from the custody of OPP, knowing that Judge 1 had not authorized and ordered the release of Criminal Defendant A.
22. Garrison clocked out of work at OPP at or around 9:09pm. At or around 9:10pm, Garrison contacted Bail Bondsman A.
23. On or about the night of January 25, 2010, GILISHIA GARRISON, having agreed to be paid by Bail Bondsman A, the defendant, **TYNEKIA BUCKLEY**, and others known and unknown to the United States Attorney, in exchange for her effecting the release of Criminal Defendant A, caused an employee of the Orleans Parish Criminal Sheriff's Office to access and alter CINTAP's computer system, including MONA, thereby causing the electronic file for Criminal Defendant A to indicate to all other users that Criminal Defendant A had been ordered released on a personal recognizance bond.
24. On or about January 26, 2010, at or around 2:59am, Orleans Parish Criminal Defendant A was released on recognizance from custody due to the actions and agreement among GILISHIA GARRISON, Bail Bondsman A, the defendant, **TYNEKIA BUCKLEY**, and others known and unknown to the United States Attorney.
25. On or about January 28, 2010, at or around 5:12pm, Bail Bondsman A contacted GILISHIA GARRISON while Garrison was working at OPP. At or around 5:12pm Garrison then contacted the defendant, **TYNEKIA BUCKLEY**. Garrison and **BUCKLEY** communicated six (6) more times while Garrison was working at CINTAP. Garrison clocked out of work at or around 9:27pm. Between at or around 9:30pm and 10:11pm, Garrison and the defendant, **TYNEKIA BUCKLEY**, communicated an additional four (4) times.
26. On or about the night of January 28, 2010, the defendant, **TYNEKIA BUCKLEY**, and GILISHIA GARRISON coordinated a time and place to meet so that the defendant could pay Garrison for the release of Orleans Parish Criminal Defendant A.

27. On or about January 28, 2010, the defendant, **TYNEKIA BUCKLEY**, met **GILISHIA GARRISON** and paid her a sum of money.
28. On or about January 28, 2010, **GILISHIA GARRISON** deposited via an Automated Teller Machine ("ATM") \$900.00 into her bank account, a portion of the money the defendant, **TYNEKIA BUCKLEY**, along with Bail Bondsman A, had paid her in exchange for her misuse and corruption of her authority as an employee of the Orleans Parish Criminal Sheriff's Office.
29. On or about January 28, 2010, **GILISHIA GARRISON** deposited via an ATM \$320.00 into her bank account, a portion of the money the defendant, **TYNEKIA BUCKLEY**, along with Bail Bondsman A, had paid her in exchange for her misuse and corruption of her authority as an employee of the Orleans Parish Criminal Sheriff's Office.
30. On or about January 29, 2010, **GILISHIA GARRISON** deposited via an ATM \$460.00 into her bank account, a portion of the money the defendant, **TYNEKIA BUCKLEY**, along with Bail Bondsman A, had paid her in exchange for her misuse and corruption of her authority as an employee of the Orleans Parish Criminal Sheriff's Office.
31. On or about January 29, 2010, between at or around 1:05pm and at or around 4:38pm, Garrison and Bail Bondsman A communicated no fewer than seven (7) times.
32. On or about January 29, 2010, at or around 4:46pm, Garrison clocked into work at OPP.
33. On that same day, between at or around 4:51pm and 9:32pm, Garrison and Bail Bondsman A communicated an additional four (4) times.
34. On or about the night of January 29, 2010, while working at the CINTAP office of the Orleans Parish Criminal Sheriff's Office, **GILISHIA GARRISON** forged and fabricated a personal recognizance bond for Criminal Defendant B that purported to indicate that Judge 1 had authorized and ordered the release of Criminal Defendant B from the custody of OPP, knowing that Judge 1 had not authorized and ordered the release of Criminal Defendant B.
35. Garrison clocked out of work at OPP at or around 9:32pm on or about January 29, 2010.
36. On or about the night of January 29, 2010, **GILISHIA GARRISON**, having agreed

to be paid by Bail Bondsman A, the defendant, **TYNEKIA BUCKLEY**, and others known and unknown to the United States Attorney, in exchange for her effecting the release of Criminal Defendant B, caused an employee of the Orleans Parish Criminal Sheriff's Office to access and alter CINTAP's computer system, including MONA, thereby causing the electronic file for Criminal Defendant B to indicate to all other users that Criminal Defendant B had been ordered released on a personal recognizance bond.

37. On or about January 30, 2010, at or around 4:02am, Orleans Parish Criminal Defendant B was released on recognizance from custody due to the actions and agreement between GILISHIA GARRISON, Bail Bondsman A, the defendant, **TYNEKIA BUCKLEY**, and others known and unknown to the United States Attorney.

Advanced Access to Criminal Defendants' Records

38. On numerous occasions between in and around 2005 through in and around 2012, the defendant, **TYNEKIA BUCKLEY**, Bail Bondsman A, and others known and unknown to the United States Attorney paid GILISHIA GARRISON and LEAR ENCLARDE to access the protected computers at the Orleans Parish Criminal Sheriff's Office, including the MONA system, in order to obtain information about a criminal defendant's previous criminal history.
39. After obtaining this information in advance of any hearing, Bail Bondsman A, **TYNEKIA BUCKLEY**, and others known and unknown to the United States Attorney were able to evaluate the likelihood of bail being granted and the amount of bond that would likely be required. This advanced knowledge was valuable to Bail Bondsman A, **TYNEKIA BUCKLEY**, and others known and unknown to the United States Attorney because it saved expenses of time and money.

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

NOTICE OF 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 371, 1341, 1343, 1030(a)(4) and (c)(3)(A), 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, defendant, **TYNEKIA BUCKLEY**, shall forfeit to the United States pursuant to Title 18, United States Code, Sections 371, 1341, 1343, 1030(a)(4) and (c)(3)(A), 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, 1341, 1343, 1030(a)(4) and (c)(3)(A).
3. 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.



DANA J. BOENTE
United States Attorney



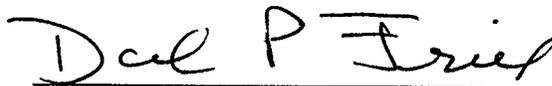
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New Orleans, Louisiana
September 9, 2013