

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

**UNITED STATES OF AMERICA**

v.

**RAFAEL DOBARD  
QUINCY JONES**

\* **CRIMINAL NO.:** 13-268

\* **SECTION:** "G"

\* **VIOLATIONS:** 18 USC § 371  
18 USC § 666(a)(1)(A)  
\* 18 USC § 666(a)(2)  
18 USC § 1343  
\* 18 USC § 1349

\* \* \*

**FACTUAL BASIS**

Should this matter have proceeded to trial, the government would have proven the following facts and others through the introduction of competent and admissible testimony and tangible exhibits to establish beyond a reasonable doubt the guilt of the defendants, **RAFAEL DOBARD** and **QUINCY JONES**.

**CONSPIRACY TO COMMIT THEFT AND BRIBERY CONCERNING  
PROGRAMS RECEIVING FEDERAL FUNDS**

The City of New Orleans is a local government and a political subdivision of the State of Louisiana located within the Eastern District of Louisiana. The New Orleans Police Department ("NOPD") is an agency of the City of New Orleans. Both in calendar year 2012 and in the first

nine months of 2013, NOPD received more than ten thousand dollars (\$10,000.00) in funds from the United States government through the Department of Justice Asset Forfeiture Program.

At all times material to the facts of this case, NOPD maintained a program and set of procedures by which confidential informants (“CIs”) could be registered to work with NOPD officers in criminal investigations and thereafter be paid for their work. The funds used to pay CIs were withdrawn from the bank account into which NOPD deposited the funds that it had received from the United States Department of Justice Asset Forfeiture Program. As part of their investigations, NOPD narcotics detectives often solicited information from informants and conducted undercover narcotics purchases from targeted traffickers using informants.

In order to obtain a reward payment on behalf of a registered CI, the officer handling the informant was required to fill out an NOPD Narcotics Funds Withdrawal form. On the form, the officer would list the CI’s internal NOPD code, the NOPD Item Number assigned to the investigation, and a brief description of the investigation. The amount of the reward payment was determined by NOPD procedures that factored in the amount and type of any drugs and guns recovered during the investigation. Both the officer requesting the reward payment and his supervising sergeant were required to sign the Narcotics Funds Withdrawal form. The form was then submitted to an office in NOPD headquarters for processing.

After the amount of the CI reward payment was determined, the handling officer would pick up the reward funds in cash for the purpose of delivering them to the CI. Both the CI and the officer were then required to sign an NOPD Confidential Informant Payment Receipt, stating the amount of money received by the CI, the CI’s internal code, the investigation Item Number, and a brief description of the investigation. The officer’s supervising sergeant was also required to sign the form.

Defendants **RAFAEL DOBARD** (“**DOBARD**”) and **QUINCY JONES** (“**JONES**”) were employed by NOPD as officers and were assigned as narcotics detectives to NOPD’s Fourth District Narcotics Unit.

CI #I-496-00 was the internal NOPD code for a certain registered confidential informant whom **DOBARD** and **JONES** had used in many investigations. In connection with several investigations conducted by the Fourth District Narcotics Unit 2012 and 2013, **DOBARD** submitted NOPD Narcotics Funds Withdrawal forms and NOPD Cooperating Individual Payment Receipts for reward payments to CI #I-496-00.

The chart below lists NOPD Item Numbers for nineteen Fourth District narcotics cases in which **DOBARD** signed and submitted NOPD Narcotics Withdrawal Forms and NOPD Cooperating Individual Payment Receipts for reward payments to CI #I-496-00, as well as the amount of reward money distributed to **DOBARD** and the date it was distributed:

	<b>NOPD Item No.</b>	<b>Amount Received</b>	<b>Date Funds Received</b>
a	F-02037-12	\$300.00	6/15/2012
b	F-05113-12	\$300.00	6/15/2012
c	H-18198-12	\$300.00	8/15/2012
d	H-24728-12	\$600.00	8/17/2012
e	H-32669-12	\$600.00	8/22/2012
f	H-37682-12	\$150.00	9/12/2012
g	I-00767-12	\$450.00	9/12/2012
h	I-02318-12	\$700.00	9/12/2012
i	B-35837-13	\$720.00	3/11/2013
j	C-04547-13	\$1,620.00	3/11/2013
k	C-07757-13	\$420.00	3/11/2013
l	F-20345-13	\$600.00	6/20/2013
m	F-20352-13	\$2,000.00	6/20/2013
n	F-35638-13	\$160.00	7/10/2013
o	F-35829-13	\$440.00	7/10/2013
p	F-40462-13	\$1,000.00	7/10/2013
q	G-38619-13	\$200.00	8/7/2013
r	H-00535-13	\$1,480.00	8/7/2013
s	H-00613-13	\$160.00	8/7/2013

In each of the cases listed in the chart above, CI #I-496-00 did not work the case. The detectives instead used a non-registered person as the undercover narcotics purchaser or source of information. In most of these cases, the detectives used one particular informant whom they understood could not have been registered because the person had open criminal charges.

Nevertheless, in each case listed in the chart above, **DOBARD** submitted a Narcotics Funds Withdrawal form for a reward payment to CI #I-496-00. **DOBARD** signed the form himself, forged the signature of his supervisor, Sergeant Henry Laurent, and then submitted the form to NOPD headquarters. When the reward funds were ready, **DOBARD** and **JONES** would travel to headquarters to pick up the funds. Soon thereafter, **DOBARD**, either alone or sometimes together with **JONES**, would meet up with CI #I-496-00. **DOBARD** would give CI #I-496-00 a minor portion of the reward payment and, in most cases, would also have CI #I-496-00 sign the NOPD Cooperating Individual Payment Receipt for the full amount of the reward. In other cases, **DOBARD** himself signed CI #I-496-00's name to the receipts. **DOBARD**, either alone or sometimes together with **JONES**, would also meet up with the person who had actually done the undercover work or provided information in the case and pay the person a portion of the reward payment.

In most of the cases listed in the chart above, **DOBARD** also kept some of the reward payment himself and gave some of it to one or more detectives on his unit. From the August 2012 payments, **DOBARD** kept a total of approximately two hundred dollars (\$200.00) and gave approximately one hundred dollars (\$100.00) to **JONES**. From the September 2012 payment, **DOBARD** again kept approximately two hundred dollars (\$200.00) and gave approximately one hundred dollars (\$100.00) to **JONES**.

From each of the four 2013 payments, **DOBARD** gave approximately two hundred dollars (\$200.00) to **JONES**. From three of these payments, **DOBARD** kept approximately two hundred dollars (\$200.00) for himself; and from one of these payments, he kept approximately three hundred dollars (\$300.00).

**DOBARD** gave Detective A, another narcotics detective in his unit, approximately one hundred dollars (\$100.00) from the reward payments on or about each of the following dates: March 11, June 20, and August 7, 2013. **DOBARD** also gave Detective B, another narcotics detective in his unit, approximately one hundred dollars (\$100.00) from the August 2013 reward payment, on or about August 7, 2013. **DOBARD** gave these monies to Detectives A and B with the intent to influence and reward them in connection with his obtaining reward funds for unregistered informants using CI #I-496-00's code. The Government stipulates that these four payments, though separate, were related and may constitute a single incident of bribery, inasmuch as they were made not in exchange for multiple particular benefits, but for the purpose of making the other detectives complicit in the ongoing scheme to obtain informant funds by fraud.

With respect to all of the reward funds received per the chart above from August 2012 through August 2013, **JONES** knew all the material facts of the scheme, including the fact that CI #I-496-00 was not actually the informant that his unit had used in the case; that the reward funds were obtained using CI #I-496-00's code; and that the actual informant, CI #I-496-00, **DOBARD**, Detective A, and Detective B were also receiving part of these funds as described above. **DOBARD** and **JONES** also talked together about whether or not Detective B should be included in these payments, before Detective B was in fact paid by **DOBARD** on or about August 7, 2013.

## CONSPIRACY TO COMMIT WIRE FRAUD

As NOPD employees, **DOBARD** and **JONES** were paid by the City of New Orleans at regular and overtime hourly rates. In reporting hours worked, **DOBARD** and **JONES** signed and submitted joint NOPD Officer's Daily Activity Reports. At some point after these hours were entered into the NOPD computerized payroll system, **DOBARD** and **JONES** also initialed computer printouts showing weekly hours totals. Biweekly payroll payments were then calculated and transmitted to personal bank accounts owned by **DOBARD** and **JONES** on the basis of the hours so reported.

All payments to **DOBARD** and **JONES** for their NOPD work were made via electronic funds transfer to their respective personal bank accounts at ASI Federal Credit Union, originating from a City of New Orleans NOPD payroll account at JPMorgan Chase Bank. As part of the electronic funds transfer process used by JPMorgan Chase Bank, certain signs, signals, and data were transmitted to ASI Federal Credit Union in Louisiana from locations outside the State of Louisiana, including from servers associated with JPMorgan Chase Bank in the State of Florida.

In addition to their work for NOPD, **DOBARD** and **JONES** also worked paid security details under a contract through the Housing Authority of New Orleans ("HANO") at two housing developments in the Eastern District of Louisiana: the BW Cooper Housing Development and the Guste Homes Housing Complex. To account for their hours of contract work, **DOBARD** and **JONES** made sign-in and sign-out entries into a daily log and subsequently signed biweekly time sheets summarizing those entries.

NOPD policies explicitly prohibited officers from working paid details while on duty. Nevertheless, **DOBARD** and **JONES** sometimes worked paid HANO details while on duty as NOPD detectives, and reported overlapping hours to NOPD and HANO.

Payroll records obtained from NOPD and HANO for the period of January 2012 through August 2013 show that **DOBARD** reported approximately 47.25 hours of regular NOPD work and 188 hours of overtime NOPD work during hours that overlapped with the hours that he had reported to HANO for working HANO details. Based upon **DOBARD**'s hourly wage rates, **DOBARD** was paid an estimated total of approximately \$6,284.44 by NOPD for these overlapping hours. The total amount of NOPD payroll electronic funds transfers sent to **DOBARD**'s bank account during this timeframe, representing payments for these overlapping hours as well as for the non-overlapping hours that **DOBARD** reported only on his NOPD timesheets, was \$43,431.60.

Payroll records obtained from NOPD and HANO for the period of January 2012 through August 2013 show that **JONES** reported approximately 37.5 hours of regular NOPD work and 197.5 hours of overtime NOPD work during hours that overlapped with the hours that he had reported to HANO for working HANO details. Based upon **JONES**'s hourly wage rates, **JONES** was paid an estimated total of approximately \$6,864.25 by NOPD for these overlapping hours. The total amount of NOPD payroll electronic funds transfers sent to **JONES**'s bank account during this timeframe, representing payments for these overlapping hours as well as for the non-overlapping hours that **JONES** reported only on his NOPD timesheets, was \$32,063.84.

Five of the biweekly pay periods during which **DOBARD** and **JONES** submitted time sheets showing overlapping time periods with their HANO payroll records are listed in the following chart:

	<b>Pay Period</b>
a	February 26, 2012, through March 10, 2012
b	May 20, 2012, through June 2, 2012
c	July 15, 2012, through July 28, 2012
d	November 18, 2012, through December 1, 2012
e	June 30, 2013, through July 13, 2013

These five pay periods correspond to the following electronic fund transfers to **DOBARD**'s and **JONES**'s respective personal bank accounts, made on the sixth day following each pay period. Each transfer was made from the City of New Orleans NOPD payroll account as described above, on the basis of the representations made by **DOBARD** and **JONES** in their NOPD time sheet submissions:

<b>DOBARD</b>	<b>Originating Bank</b>	<b>Recipient Bank</b>	<b>Amount of Transfer</b>	<b>Date of Transfer</b>
a	JPMorgan Chase	ASI Federal Credit Union Account No. x2240 i/n/o Rafael Dobard	\$1,623.12	3/16/2012
b	JPMorgan Chase	ASI Federal Credit Union Account No. x2240 i/n/o Rafael Dobard	\$2,017.19	6/8/2012
c	JPMorgan Chase	ASI Federal Credit Union Account No. x2240 i/n/o Rafael Dobard	\$2,268.18	8/3/2012
d	JPMorgan Chase	ASI Federal Credit Union Account No. x2240 i/n/o Rafael Dobard	\$1,796.49	12/7/2012
e	JPMorgan Chase	ASI Federal Credit Union Account No. x2240 i/n/o Rafael Dobard	\$1,139.16	7/19/2013

<b>JONES</b>	<b>Originating Bank</b>	<b>Recipient Bank</b>	<b>Amount of Transfer</b>	<b>Date of Transfer</b>
a	JPMorgan Chase	ASI Federal Credit Union Account No. x6450 i/n/o Quincy Jones	\$1,233.19	3/16/2012
b	JPMorgan Chase	ASI Federal Credit Union Account No. x6450 i/n/o Quincy Jones	\$1,669.71	6/8/2012
c	JPMorgan Chase	ASI Federal Credit Union Account No. x6450 i/n/o Quincy Jones	\$1,855.99	8/3/2012
d	JPMorgan Chase	ASI Federal Credit Union Account No. x6450 i/n/o Quincy Jones	\$1,400.69	12/7/2012
e	JPMorgan Chase	ASI Federal Credit Union Account No. x6450 i/n/o Quincy Jones	\$625.54	7/19/2013

**APPROVED AND ACCEPTED:**

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Special Assistant United States Attorney

\_\_\_\_\_  
RAFAEL DOBARD (DATE)  
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