

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

UNITED STATES OF AMERICA * CRIMINAL NO. 21-110
v. * SECTION: "R"
TROYLYNN BROWN *
* * *

FACTUAL BASIS

Should this matter have gone to trial, the government would have proved through the introduction of reliable testimony and admissible evidence the following facts to support the allegations charged by the government in Count 1 of the Indictment now pending against defendants HERBERT ALLEN (ALLEN), **TROYLYNN BROWN (T. BROWN)**, DION RIDLEY (RIDLEY), and JARVIS BROWN (J. BROWN), collectively "the defendants," charging them with conspiracy to commit mail fraud. The defendants, along with their co-conspirators, beginning at a time unknown and continuing through the present, in the Eastern District of Louisiana and elsewhere, conspired to commit mail fraud in connection with a staged collision that occurred on June 28, 2017, in which the defendants falsely claimed to have been passengers in a car that was struck by a tractor-trailer.

ALLEN is the father of **T. BROWN's** children. They have at least three children together. **T. BROWN** and RIDLEY are sisters. **T. BROWN** and J. BROWN are cousins.

Sometime before June 28, 2017, defendants ALLEN, **T. BROWN**, RIDLEY, and J. BROWN agreed to participate in a staged collision. For purposes of this collision, Roderick Hickman (Hickman) would serve as a "slammer," or an individual who drove vehicles and intentionally collided with tractor-trailers. Damien LaBeaud (LeBeaud) would serve as a "spotter,"

or an individual who would follow in a separate vehicle and pick up the slammer after the collision to flee the scene and evade detection.

On June 28, 2017, ALLEN, **T. BROWN**, RIDLEY, and J. BROWN agreed to allow Hickman to drive ALLEN's gray 2007 Chevrolet Impala ("Impala") in order to stage an automobile collision. All five individuals were in the slammer car together, with Hickman driving and **T. BROWN** in the front passenger seat. Labeaud travelled behind them in a black spotter vehicle.

At approximately 2:08 P.M., Hickman, while driving on Tchoupitoulas Street near the intersection of Calliope Street in New Orleans, observed a 2012 Freightliner 80000 tractor-trailer owned by Frisard's Trucking Company (Frisard's) make a left turn onto Calliope street. Hickman intentionally accelerated and collided with the Frisard's tractor-trailer as it was turning. Frisard's insurance carrier was Arch Insurance Company (Arch).

After the collision, Hickman exited ALLEN's Impala and ALLEN got behind the wheel of the Impala to make it appear that he had been driving. Labeaud picked up Hickman and together they flagged down the Frisard's tractor-trailer to alert the truck driver that he had hit the Impala.

New Orleans Police Department (NOPD) responded to the scene. As documented in body camera footage, ALLEN and J. BROWN falsely reported to NOPD that ALLEN had been the driver of the Impala and that the Frisard's tractor-trailer had struck the Impala. **T. BROWN** and RIDLEY sat in the Impala during ALLEN and J. BROWN's statement to NOPD. After NOPD departed the scene, Hickman directed ALLEN, **T. BROWN**, RIDLEY, and J. BROWN to drive to the law firm of Attorney A and Attorney B.

At trial, the government would present records showing that Hickman and Attorney A were in contact within minutes of the collision. In addition, Hickman and ALLEN contacted each other

approximately eleven times on the day of the collision, and approximately two times two days after the collision.

At trial, the government would present evidence showing that Hickman was paid for this staged collision. According to financial records and witness statements, Attorney A paid Hickman in cash and check for staging the June 28, 2017 collision. Specifically, Attorney A issued a check from his personal law firm account, dated June 29, 2017 (the day after the collision), to Hickman for \$800.

After the collision, the law firm of Attorney A and Attorney B decided to maintain legal representation of ALLEN. However, the firm referred **T. BROWN** and RIDLEY to an outside attorney, Attorney C. The law firm also referred J. BROWN to a different outside attorney, Attorney D.

On April 27, 2018, Attorney E, who was an associate for Attorney C, filed suit on behalf of **T. BROWN** and RIDLEY (the "T. Brown Lawsuit") in Orleans Parish Criminal District Court (CDC). On June 4, 2018, Attorney D filed suit on behalf of J. BROWN (the "J. Brown Lawsuit") in CDC. Both suits were personal injury lawsuits seeking to recover damages from Frisard's, Arch, the truck driver, ALLEN, and Louisiana Farm Bureau Casualty Insurance Company (Farm Bureau) in its capacity as ALLEN's uninsured/underinsured motorist carrier. These two suits were later consolidated into one lawsuit.

On June 14, 2018, Attorney B filed a cross-claim in the T. Brown Lawsuit on behalf of ALLEN. This cross-claim sought to recover damages from Frisard's, Arch, the truck driver, and Farm Bureau.

The allegations in the lawsuits were false in that they did not contain information about how Hickman intentionally caused the collision between the Impala and the tractor-trailer, and

how ALLEN was not the driver of the Impala at the time of the collision. Furthermore, the lawsuits omitted material information about how the defendants agreed to stage the collision with Hickman and LaBeaud.

[REDACTED]

Attorneys for ALLEN, **T. BROWN**, RIDLEY, and J. BROWN referred the defendants to doctors and healthcare providers for medical treatment for injuries sustained during the collision, even though the damage to the Impala from the collision was negligible.

On February 19, 2019, Attorney C demanded approximately \$450,000.00 in settlement for **T. BROWN** and approximately \$475,000.00 in settlement for RIDLEY. On February 12, 2020, Attorney B demanded approximately \$210,000.00 in settlement for ALLEN. On February 20, 2020, Attorney C made a reduced demand of approximately \$295,000.00 in settlement for each of **T. BROWN** and RIDLEY. On March 17, 2020, Attorney D demanded approximately \$181,055.36 in settlement for J. BROWN.

Between on or about March 11, 2020, and on or about June 17, 2020, the consolidated T. Brown/J. Brown lawsuits and the ALLEN cross-claim settled for a total of \$260,000, consisting of the following settlements for each defendant:

- ALLEN: \$50,000
- **T. BROWN**: \$70,000
- RIDLEY: \$90,000

- J. BROWN: \$50,000

In effectuating the settlement, ALLEN, **T. BROWN**, RIDLEY, and J. BROWN, their co-conspirators, and others caused Arch to issue settlement checks. On March 19, 2020, the law firm representing Frisard's and Arch hand-delivered two settlement checks to Attorney C's firm. These settlement checks were made out from Arch to **T. BROWN** and RIDLEY. That day, Attorney C deposited the two settlement checks for **T. BROWN** and RIDLEY.

On July 10, 2020, the law firm representing Frisard's and Arch mailed an envelope via FedEx from Baton Rouge, LA, to Attorney B, counsel for ALLEN, containing a settlement check from Arch for ALLEN in the amount of \$50,000. On July 13, 2020, the law firm of Attorney A and Attorney B deposited the settlement check for ALLEN. On July 14, 2020, the firm issued a check to ALLEN for \$20,003.20—his share of the \$50,000 settlement.

On July 10, 2020, the law firm representing Frisard's and Arch mailed an envelope via FedEx from Baton Rouge, LA, to Attorney D, counsel for J. BROWN, containing a settlement check from Arch for J. BROWN in the amount of \$50,000. On July 13, 2020, Attorney D's law firm deposited the settlement check for J. BROWN.

In sum, the Government's evidence would prove that defendants ALLEN, **T. BROWN**, RIDLEY, and J. BROWN, and others, conspired to commit mail fraud by causing the filing of frivolous lawsuits seeking monetary damages that were premised on falsehoods in connection with the June 28, 2017 staged automobile collision, providing false information during the course of the lawsuit in an effort to recover monetary damages against the owner and insurer of the Frisard's tractor-trailer, and causing the use of mailings to facilitate recovery with this staged collision.

Limited Nature of Factual Basis

This proffer of evidence is not intended to constitute a complete statement of all facts known by ALLEN, **T. BROWN**, RIDLEY, and J. BROWN, and/or the government. Rather, it is a minimum statement of facts intended to prove the necessary factual predicate for their guilty plea. The limited purpose of this proffer is to demonstrate that there exists a sufficient legal basis for the plea of guilty to the charged offense by ALLEN, **T. BROWN**, RIDLEY, and J. BROWN.

The above facts come from an investigation conducted by, and would be proven at trial by credible testimony from, *inter alia*, Special Agents and forensic examiners from the Federal Bureau of Investigation and admissible tangible exhibits in the custody of the FBI.

READ AND APPROVED:


TROLYNN BROWN
Defendant


JULIE TIZZARD
Counsel for Defendant


BRANDON S. LONG
Assistant United States Attorney