UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF GEORGIA
SAVANNAH DIVISION

UNITED STATES OF AMERICA	**INDICTMENT NO.** 4:26cr079
v.	**18 U.S.C. § 1349** **Conspiracy to Commit Wire Fraud**
MELANIE S. THOMPSON,	
and	**18 U.S.C. § 1343** **Wire Fraud**
TORIONO L. BYRD	**18 U.S.C. § 287** **False, Fictitious, or Fraudulent Claims**

THE GRAND JURY CHARGES THAT:

COUNT ONE
Conspiracy to Commit Wire Fraud
18 U.S.C. § 1349

1. Beginning at least as early as September 1, 2019, and continuing thereafter until in or about October 2023, in Liberty County, within the Southern District of Georgia and elsewhere, the Defendants,

MELANIE S. THOMPSON,
and
TORIONO L. BYRD

did conspire, confederate, and agree with each other and with others, known and unknown, to commit wire fraud, that is, they devised and intended to devise a scheme to defraud the Hinesville Housing Authority, and to obtain money and property by means of materially false and fraudulent pretenses, representations and promises, in violation of Title 18, Sections 1343 of the United States Code.

GENERAL ALLEGATIONS

2. The Hinesville Housing Authority is a publicly funded agency based in Liberty County, Georgia, within the Southern District of Georgia. The Hinesville Housing Authority provides housing opportunities to low-income individuals, families, the elderly, and persons with disabilities. In addition to other programs, it operates 128 Public Housing units, 77 Project-Based Rental Assistance (PBRA) units, and 26 Market Rate units. With regard to the public housing program, the purpose of the Hinesville Housing Authority is to provide decent, safe, and sanitary housing in good repair to low-income families at affordable rent.

3. At all times relevant to the charged time period, **THOMPSON** was employed as the executive director of the Hinesville Housing Authority.

4. At all times relevant to the charged time period, **BYRD** was the registered agent of Southeastern Coastal Property Maintenance Services, LLC (SECPMS). SECPMS was a Domestic Limited Liability Company, which was registered in the State of Georgia on January 27, 2021. SECPMS was a contractor doing business with the Hinesville Housing Authority.

5. Strategic Logistic Transportation Services, LLC ("SLTS") was a Domestic Limited Liability Company, which was registered in the State of Georgia on or about September 11, 2019. It was registered by **THOMPSON**, who was also the registered agent. SLTS was a general freight trucking company.

6. At no point during the charged time period was **BYRD** licensed to do electrical work, plumbing, roofing, or structural demolition, nor was he a licensed

commercial general contractor or residential contractor.

7. During the charged time period, **THOMPSON** and **BYRD** were involved in a romantic relationship, which was not disclosed to the Hinesville Housing Authority.

OBJECT OF THE CONSPIRACY

8. It was the object of the conspiracy for **THOMPSON** and **BYRD** to unlawfully enrich themselves through submitting false and fraudulent invoices to the Hinesville Housing Authority and receiving payments to which they were not entitled.

MANNER AND MEANS OF THE CONSPIRACY

It was part of the conspiracy, and the manner and means thereof, that:

9. **THOMPSON** would maintain her position as Executive Director of the Hinesville Housing Authority.

10. **THOMPSON** and **BYRD** would intermingle funds and purchases in a business relationship.

11. **THOMPSON** would not disclose her romantic or business relationship with **BYRD** to anyone else in the Hinesville Housing Authority.

12. On some occasions, **THOMPSON** would award contracts to **BYRD** and SECPMS without using the standard bidding process.

13. Using her Hinesville Housing Authority computer, on some occasions, **THOMPSON** would create false and fraudulent invoices purporting to have been created by **BYRD** and SECPMS.

14. On some occasions, **THOMPSON** would email herself and others copies of those false and fraudulent invoices, using the internet, and submit them, either for work that was not actually completed, or for amounts far in excess of their actual value.

15. On some occasions, **THOMPSON**, using her role as Executive Director of the Hinesville Housing Authority, would direct and authorize payment to **BYRD** and SECPMS, either for work that was never completed, or for amounts far in excess of their actual value.

16. On some occasions, **THOMPSON** would write checks to **BYRD** and SECPMS, either for work that was never completed, or for amounts far in excess of their actual value.

17. In order to avoid detection by others in the Hinesville Housing Authority, on some occasions, **THOMPSON** would direct repeated payments or write checks to **BYRD** and SECPMS in amounts equaling $5,000 or less, either for work that was never completed, or for amounts far in excess of their actual value.

18. Either before or after receiving payment for work that was never completed or payment far in excess of the actual value, on some occasions, **BYRD** would sometimes make payments to accounts controlled by **THOMPSON**, also known as "kickbacks."

19. At no point during the above-charged time period, did **THOMPSON** or **BYRD** disclose their fraudulent activities to anyone else at the Hinesville Housing Authority.

20. After receiving the fraudulent payments and kickbacks, **THOMPSON**, and **BYRD** would use the fraudulently obtained funds for their own use and benefit.

OVERT ACTS

21. On or about September 11, 2019, **THOMPSON** incorporated Strategic Logistics Transport Services ("SLTS") in the state of Georgia. **THOMPSON** was the registered agent.

22. Between on or about August 2, 2019, on or about and January 31, 2020, **THOMPSON** directed seven fraudulent "bonus" payments, in addition to her authorized salary, to be paid from the Hinesville Housing Authority's payroll account to her own Navy Federal Account. The total amount of these fraudulent payments was $29,987. No one at the Hinesville Housing Authority authorized any additional payments into **THOMPSON's** account.

23. On November 4, 2019, and February 6, 2020, **THOMPSON** purchased two Freightliner Cascadia 125 semi-trucks. The total amount spent was $29,982. Both trucks were thereafter registered to SLTS.

24. On or about September 23, 2020, **THOMPSON** issued a cashier's check in the amount of $5,000 from her personal account at Navy Federal Credit Union to WVT Enterprises Inc., d/b/a Tyson Enterprises. This cashier's check was paid as a security deposit for a commercial lease that was held jointly between **THOMPSON** and **BYRD**, doing business as "SECPMS," an unregistered company.

25. On various occasions during the charged time-period, **THOMPSON** and **BYRD** would store the Freightliner Cascadia 125 semi-trucks, which were registered

to SLTS, on their shared Tyson Enterprises commercial lease space.

26. On or about January 27, 2021, **THOMPSON** paid for the registration of SECPMS using her credit card, registering it with the Georgia Secretary of State. In order to avoid detection, **THOMPSON** and/or **BYRD** listed **BYRD** as the only registered agent of, authorized user of, and signatory for SECPMS.

27. On or about the following dates, **THOMPSON** created false and fraudulent invoices purporting to be from **BYRD** and/or SECPMS using the computer issued to her by the Hinesville Housing Authority, on some occasions emailing herself those invoices using "melanie_thompson@hinesvillehousing.org," and on some occasions printed those false and fraudulent invoices and using the Hinesville Housing Authority's scanner to email them to herself, and later submitting them for payment to **BYRD** and/or SECPMS, all for services that were either not actually rendered or were valued in an amount far in excess of their actual value:

Date	Number of Emails with Invoices
September 1, 2020	1
September 8, 2020	1
September 9, 2020	2
September 21, 2020	1
September 22, 2020	1
September 24, 2020	1
October 2, 2020	1
October 12, 2020	5
November 3, 2020	2
November 5, 2020	11
November 30, 2020	7
December 2, 2020	1
December 8, 2020	1

December 16, 2020	1
December 22, 2020	2
December 28, 2020	2
January 5, 2021	1
January 6, 2021	1
January 13, 2021	3
January 25, 2021	2
January 26, 2021	2
March 2, 2021	10
March 17, 2021	1
March 23, 2021	7
March 31, 2021	1
April 7, 2021	1
April 13, 2021	1
April 22, 2021	2
April 28, 2021	1
May 25, 2021	2
June 2, 2021	1
June 7, 2021	1
June 8, 2021	2
June 22, 2021	1
June 30, 2021	1
July 9, 2021	6
July 12, 2021	2
August 2, 2021	1
August 18, 2021	1
August 26, 2021	2
September 14, 2021	2
September 16, 2021	1
September 28, 2021	2
October 4, 2021	1
October 18, 2021	1
October 26, 2021	1
November 18, 2021	1
December 8, 2021	2
December 14, 2021	2
January 13, 2022	1

January 19, 2022	1

28. On or about the following dates, **THOMPSON** signed additional checks or authorized additional payments, authorizing and directing funds from the Hinesville Housing Authority accounts at Ameris Bank to accounts controlled by **BYRD** and/or SECPMS, maintained at Navy Federal Credit Union, often broken up into amounts of $5,000 or less, which was done in order to avoid detection by others in the Hinesville Housing Authority.

Date	Number of Checks	Total Amount Per Day
September 1, 2020	2	$6,345.00
September 8, 2020	18	$66,915.00
September 10, 2020	15	$56,276.41
September 16, 2020	7	$30,320.00
September 21, 2020	11	$50,866.00
September 22, 2020	10	$43,738.00
September 24, 2020	14	$61,361.00
September 29, 2020	14	$69,049.00
October 2, 2020	8	$31,658.00
October 13, 2020	13	$47,102.00
October 16, 2020	2	$74,924.00
October 27, 2020	4	$64,935.00
October 28, 2020	1	$25,000.00
November 5, 2020	2	$58,006.00
November 12, 2020	1	$45,800.00
November 18, 2020	1	$15,000.00
November 23, 2020	1	$72,500.00
November 25, 2020	1	$3,000.00
December 2, 2020	7	$30,250.00
December 3, 2020	3	$7,200.00
December 6, 2020	2	$5,765.00
December 8, 2020	11	$52,000.00

December 16, 2020	3	$10,795.00
December 22, 2020	8	$40,000.00
December 28, 2020	10	$33,253.00
January 5, 2021	11	$55,000.00
January 6, 2021	9	$40,100.00
January 13, 2021	15	$75,000.00
January 14, 2021	1	$5,000.00
January 19, 2021	1	$5,000.00
January 26, 2021	17	$72,704.78
March 1, 2021	15	$61,400.00
March 3, 2021	1	$3,500.00
March 9, 2021	50	$194,459.30
March 10, 2021	5	$11,565.00
March 15, 2021	3	$11,500.00
March 19, 2021	1	$5,000.00
March 26, 2021	8	$26,500.00
March 31, 2021	8	$26,850.00
April 1, 2021	5	$15,000.00
April 6, 2021	1	$10,000.00
April 7, 2021	7	$24,000.00
April 13, 2021	9	$33,000.00
April 18, 2021	1	$5,000.00
April 22, 2021	7	$33,201.00
April 28, 2021	4	$10,200.00
May 6, 2021	8	$28,649.95
May 13, 2021	8	$28,199.95
May 21, 2021	6	$25,100.00
May 25, 2021	8	$38,010.00
June 2, 2021	7	$33,500.00
June 7, 2021	10	$42,400.00
June 8, 2021	3	$15,000.00
June 9, 2021	5	$20,700.00
June 18, 2021	3	$10,750.00
June 25, 2021	6	$20,500.00
July 9, 2021	3	$13,450.00
July 12, 2021	5	$19,000.00
July 16, 2021	3	$9,500.00

July 19, 2021	1	$2,500.00
July 21, 2021	18	$90,000.00
July 27, 2021	8	$32,400.00
August 2, 2021	10	$50,000.00
August 12, 2021	4	$13,000.00
August 18, 2021	5	$20,500.00
August 26, 2021	11	$40,975.00
September 2, 2021	7	$31,200.00
September 8, 2021	6	$23,000.00
September 14, 2021	8	$29,399.98
September 16, 2021	4	$15,700.00
September 27, 2021	7	$25,575.00
October 1, 2021	12	$49,000.00
October 11, 2021	15	$71,000.00
October 12, 2021	8	$31,000.00
October 19, 2021	8	$40,000.00
October 20, 2021	5	$22,500.00
October 26, 2021	6	$21,200.00
October 27, 2021	1	$2,205.00
October 28, 2021	8	$27,773.69
November 4, 2021	7	$25,400.00
November 17, 2021	1	$1,000.00
November 18, 2021	14	$59,300.00
December 2, 2021	4	$20,000.00
December 8, 2021	5	$13,150.00
January 5, 2022	3	$15,000.00
January 13, 2022	4	$17,000.00
January 19, 2022	4	$11,920.00
June 30, 2022	2	$9,000.00

29. On or about the following dates, **BYRD** directed transfers from one of the accounts controlled by him to an account controlled by **THOMPSON**, often broken up into amounts of $10,000 or less in order to avoid detection by law enforcement, in return for the payments that **THOMPSON** had directed the Hinesville Housing Authority to pay **BYRD**, commonly known as "kickbacks."

Date	Number of Transfers	Total Amount Per Day
July 29, 2020	1	$4,100.00
September 16, 2020	1	$1,500.00
September 21, 2020	4	$7,200.00
September 23, 2020	1	$5,000.00
September 28, 2020	2	$48,000.00
October 7, 2020	1	$2,500.00
October 9, 2020	2	$420.00
October 26, 2020	2	$3,600.00
November 2, 2020	2	$2,800.00
November 6, 2020	1	$4,000.00
November 16, 2020	3	$15,000.00
November 30, 2020	1	$4,000.00
December 7, 2020	1	$250.00
December 16, 2020	1	$500.00
December 28, 2020	1	$500.00
January 19, 2021	2	$1,075.00
March 8, 2021	1	$950.00
March 22, 2021	1	$400.00
April 9, 2021	1	$500.00
May 7, 2021	1	$300.00
May 10, 2021	1	$750.00
May 17, 2021	2	$2,000.00
June 7, 2021	1	$150.00
August 2, 2021	1	$800.00
October 22, 2021	1	$1,000.00
October 25, 2021	3	$5,000.00
March 11, 2022	1	$3,000.00

30. The total loss amount to the Hinesville Housing Authority as a result of this scheme was in excess of $2,500,000.

All in violation of Title 18, United States Code, Section 1349.

COUNTS TWO THROUGH TWENTY

Wire Fraud
18 U.S.C. § 1343

1. The Grand Jury realleges and incorporates by reference paragraphs 2 through 30 of Count One, in their entirety, as if fully set forth herein.

THE SCHEME

2. From as early as on or about August 2, 2019, to at least on or about October 20, 2023, the Defendant, **MELANIE S. THOMPSON,** devised and intended to devise a scheme to defraud Hinesville Housing Authority, and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises.

MANNER AND MEANS

It was part of the scheme that:

3. Using her position as Executive Director, **THOMPSON** would direct payment, in the form of "bonuses" to which she was not entitled, from the Hinesville Housing Authority to her own personal accounts.

4. Using her position as the Executive Director, **THOMPSON** would direct payment in the form of an additional monthly "stipend" to which she was not entitled. **THOMPSON** coded this payment as LCCHDO, a reference to the Liberty County Community Housing Development Organization (LCCHDO), a volunteer board. In actuality, **THOMPSON's** involvement with LCCHDO did not entitle her to any additional pay from the Hinesville Housing Authority.

5. On or about each of the dates set forth below, in Liberty County, within the Southern District of Georgia and elsewhere, the Defendant,

MELANIE S. THOMPSON

for the purpose of executing the scheme described above, caused to be transmitted by means of wire communication in interstate commerce the signals and sounds described below for each count, each transmission constituting a separate count:

COUNT	DATE	AMOUNT	PAY CODE	DESCRIPTION
TWO	July 30, 2021	$3,833.00	LCCHDO	False and fraudulent "stipend" payment
THREE	August 27, 2021	$3,833.00	LCCHDO	False and fraudulent "stipend" payment
FOUR	September 24, 2021	$3,833.00	LCCHDO	False and fraudulent "stipend" payment
FIVE	October 22, 2021	$3,833.00	LCCHDO	False and fraudulent "stipend" payment
SIX	November 19, 2021	$3,833.00	LCCHDO	False and fraudulent "stipend" payment
SEVEN	December 30, 2021	$3,833.00	LCCHDO	False and fraudulent "stipend" payment
EIGHT	January 28, 2022	$3,833.00	LCCHDO	False and fraudulent "stipend" payment
NINE	February 11, 2022	$1,426.46	Gross Retro	False and fraudulent "bonus" payment
TEN	February 11, 2022	$2,739.96	Gross M3	False and fraudulent "bonus" payment
ELEVEN	February 25, 2022	$3,833.00	LCCHDO	False and fraudulent "stipend" payment
TWELVE	March 25, 2022	$3,833.00	LCCHDO	False and fraudulent "stipend" payment
THIRTEEN	April 22, 2022	$3,833.00	LCCHDO	False and fraudulent "stipend" payment
FOURTEEN	May 20, 2022	$3,833.00	LCCHDO	False and fraudulent "stipend" payment

FIFTEEN	June 17, 2022	$3,833.00	LCCHDO	False and fraudulent "stipend" payment
SIXTEEN	July 29, 2022	$3,833.00	LCCHDO	False and fraudulent "stipend" payment
SEVENTEEN	August 26, 2022	$3,833.00	LCCHDO	False and fraudulent "stipend" payment
EIGHTEEN	September 23, 2022	$3,833.00	LCCHDO	False and fraudulent "stipend" payment
NINETEEN	August 25, 2023	$4,120.90	Gross PTO	False and fraudulent "bonus" payment
TWENTY	October 20, 2023	$2,060.45	Gross Vacation	False and fraudulent "bonus" payment

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

COUNTS TWENTY-ONE AND TWENTY-TWO

False, Fictitious, or Fraudulent Claims

18 U.S.C. § 287

1. The Grand Jury realleges and incorporates by reference paragraphs 2 through 30 of Count 1, in their entirety, as if fully set forth herein.

GENERAL ALLEGATIONS

The COVID-19 Pandemic and the CARES Act

2. The Coronavirus Aid, Relief, and Economic Security ("CARES") Act was a federal law enacted in or about March 2020 designed to provide emergency financial assistance to the millions who are suffering the economic effects caused by the COVID-19 pandemic. Among other relief efforts, the United States sought to provide financial support to eligible businesses that could be used to offset certain business expenses.

3. The Small Business Administration (SBA) was an executive branch agency of the United States government that provided support to entrepreneurs and small businesses. The SBA was headquartered in Washington, DC and maintained its computer servers outside of the State of Georgia. The SBA's mission was to maintain and strengthen the nation's economy by enabling the establishment and viability of small businesses and by assisting in the economic recovery of communities after disasters.

4. As part of this effort, the SBA enabled and provided for loans through banks, credit unions, and other lenders. These loans have government-backed guarantees. In addition, the SBA provided loans that came directly from the U.S. Government.

Economic Injury Disaster Loans

5. One source of relief provided by the CARES Act was the authorization for the SBA to provide EIDLs to eligible small businesses experiencing substantial financial disruption due to the COVID-19 pandemic.

6. In order to obtain an EIDL, a qualifying business had to submit an online application to the SBA and provide information about its operations, such as the number of employees, gross revenues for the twelve-month period preceding the disaster, and the cost of goods the business sold in the twelve-month period preceding the disaster. In the case of EIDLs, the twelve-month period was that preceding January 31, 2020. The applicant also had to certify that all the information in its application was true and correct to the best of the applicant's knowledge.

7. EIDL applications were submitted directly to the SBA online at https://covid19relief.sba.gov/#/ and processed by the agency with support from a government contractor, Rapid Finance. The amount of each loan was determined based, in part, on the information provided by the application about employment, revenue, and cost of goods, as described above. Any funds issued under an EIDL were issued directly by the SBA.

8. EIDL funds could be used for payroll expenses, sick leave, production costs, and business obligations, such as debts, rent, and mortgage payments.

THE COUNTS

9. On or about each of the dates set forth below, in Liberty County, within the Southern District of Georgia and elsewhere, the Defendant,

MELANIE S. THOMPSON,

made and presented to the SBA claims upon the United States and the SBA listed below, knowing at the time of the application that the claims were false and fraudulent in the manners listed below:

COUNT	RELEVANT DATES	AMOUNT	FALSEHOOD
TWENTY-ONE	Submitted: June 19, 2020 Paid out: June 23, 2020	$11,300, and $2,000	That the applicant business, "Strategic Logistic Transportation Services," had $26,500 in gross revenue in the 12 months prior to January 31, 2020, and that the same applicant had two employees.
TWENTY-TWO	Submitted: August 3, 2020 Paid out: August 7, 2020	$25,000	That the applicant business, a purported sole proprietorship maintained by **THOMPSON** existed, that it provided "miscellaneous services," and that it had $50,000 in gross revenue in the 12 months prior to January 31, 2020.

All in violation of Title 18 of the United States Code, Section 287.

FORFEITURE ALLEGATION

The allegations contained in Counts One through Twenty of this Indictment are hereby re-alleged and incorporated by reference for the purpose of alleging forfeiture pursuant to Title 18, United States Code, Sections 981(a)(1)(C) and Title 28, United States Code, Section 2461(c).

Upon conviction of one or more of the Title 18 offenses set forth in Counts One through Twenty of this Indictment, the Defendants, **MELANIE S. THOMPSON**, shall forfeit to the United States pursuant to Title 18, United States Code, 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), any property, real or personal, which constitutes or is derived from proceeds traceable to the charged offenses.

That property includes, but is not limited to:

a. A forfeiture money judgment in the amount of at least $236,677.96, such amount constituting the proceeds of the violations set forth in this indictment;

b. 2013 Freightliner Cascadia 125, VIN: 3AKJGLBGXDSBY9272; and

c. 2011 Freightliner Cascadia 125, VIN: 1FUJGLDR1BSBB5814.

Upon conviction of the Title 18 offense set forth in Count One of this Indictment, the defendant, **TORIONO L. BYRD**, shall forfeit to the United States pursuant to Title 18, United States Code, 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), any property, real or personal, which constitutes or is derived from proceeds traceable to the charged offenses.

That property includes, but is not limited to:

a. A forfeiture money judgment in the amount of at least $3,039,516.76, such amount constituting the proceeds of the violation set forth in this indictment;

b. Real Property at 17 Litchfield Drive, Savannah, Georgia; and

c. Any jewelry purchased using illicit funds;

If any of the property described above, as a result of any act or omission of the Defendant(s):

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

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

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 that cannot be divided without difficulty,

the United States of America shall be entitled to forfeiture of substitute property pursuant to 21 U.S.C. § 853(p), as incorporated by 28 U.S.C. § 2461(c).

{Signatures on Following Page}

A True Bill.

[redacted]

Foreperson

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