

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

FELONY

**INDICTMENT FOR CONSPIRACY TO COMMIT HONEST SERVICES FRAUD,
MAIL FRAUD, WIRE FRAUD, OBSTRUCTION OF JUSTICE, INTERSTATE
TRANSPORTATION IN AID OF A RACKETEERING ENTERPRISE,
FALSE STATEMENTS AND UNAUTHORIZED ACCESS
TO A PROTECTED COMPUTER**

UNITED STATES OF AMERICA

* CRIMINAL NO.

v.

* SECTION:

RUFUS JOHNSON

* VIOLATIONS: 18 U.S.C. §1341

JAMES JOHNSON

18 U.S.C. §1343

PERRY BECNEL

* 18 U.S.C. §1346

JOSEPHINE SPELLMAN

18 U.S.C. §1349

* 18 U.S.C. §371

18 U.S.C. §1512(b)(3)

* 18 U.S.C. §1952

18 U.S.C. §1001

* 18 U.S.C. §1623

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The Grand Jury charges that:

COUNT 1

(Conspiracy to Commit Honest Services Fraud, Mail Fraud, and Wire Fraud)

A. AT ALL TIMES MATERIAL HEREIN:

Bail Bond Licensing and Related State Laws

1. The Louisiana Department of Insurance had the power and authority to issue and revoke bail producer licenses that permitted qualified individuals to function as bail bondsmen within the State of Louisiana.
2. Louisiana law prohibited any person from soliciting, negotiating, or effecting bail bond contracts without a valid bail producer license.
3. Louisiana law prohibited any attorney, judge, or ministerial officer of a court from becoming a surety or providing money or property for bail.
4. Louisiana law prohibited any person from charging a fee or receiving anything of value for obtaining the release of a criminal defendant on his own recognizance ("R.O.R").
5. Louisiana law prohibited any person from giving or offering to give, directly or indirectly, anything of apparent present or prospective value to any public officer, public employee, or person in position of public authority, with the intent to influence his or her conduct in relation to his or her position, employment, or duty.

Types of Bail Bonds and Free Releases

6. Under Louisiana law, a bail bond was a contract to guarantee the appearance of a defendant at all proceedings in a criminal case by a promise to pay a fixed amount of money if the defendant should fail to appear as required.
7. Louisiana law permitted a defendant eligible for bail to choose to post bail in the form of a cash bond, a secured personal surety bond, or a commercial surety bond. If specifically

authorized by an order of the court, the defendant could be released on his own recognizance ("R.O.R.") or on an unsecured bond.

8. A cash bond required the defendant to make a cash deposit equal to the amount of the bail. The cash deposit would be returned to the defendant following the final disposition of the criminal proceedings.

9. A secured personal surety bond or "property bond" required another person, acting as a surety, to mortgage real estate in order to guarantee of the amount of the bail.

10. A commercial surety bond was the type of bond that licensed bail bondsmen posted. It required an insurance company to act as the surety to guarantee the dollar amount of the bail. An insurance company signed a commercial surety bond by providing a local bail bondsman with a power of attorney, authorizing the bondsman to sign the bond in the name of the insurance company as the company's attorney-in-fact. Louisiana law fixed the amount of premium a bail bondsman could charge at ten percent (10%) of the bond, plus a two-percent (2%) fee to be paid to the Sheriff when the bond was posted. During the timeframe of this indictment, the two-percent (2%) fee was increased to three percent (3%).

11. If specifically authorized by order of the court, a defendant could be released on his own recognizance, on an "R.O.R." bond, which was an unsecured promise by the defendant to pay the amount of the bail himself if he should go at large. R.O.R. bonds were normally reserved for defendants who had been determined by a judge or commissioner of Criminal District Court not to pose a danger to the community and who stood a strong likelihood of appearing in court as required.

12. Every elected public official of the City of New Orleans had the power to order that a person under arrest and detention for municipal or traffic offenses in the Orleans Parish Prison be

paroled on his own recognizance pending arraignment. These municipal and traffic R.O.R. orders were commonly called “parole releases.” The members of the Orleans Parish Democratic Executive Committee were public officials.

13. An R.O.R. bond or a parole release was free, in that the defendant was not required to deposit cash or pay a bail bondsman to get out of jail. Louisiana law specifically prohibited any person, other than an attorney representing his client, from charging a fee or receiving anything of value for obtaining the release of a criminal defendant on his own recognizance.

Office of the Clerk of Court of Criminal District Court for the Parish of Orleans

14. The Office of the Clerk of Court of Criminal District Court for the Parish of Orleans (“Clerk’s Office”) was a governmental entity of the State of Louisiana and the Parish of Orleans that was responsible for performing various services relating to the operation and function of Criminal District Court and for maintaining the official court records for criminal cases.

15. The Magistrate Clerk’s Office was a division of the Clerk’s Office. One of the special responsibilities of the Magistrate Clerk’s Office was to process all bail bonds for the courthouse. Certain deputy clerks assigned to the Magistrate Clerk’s Office were designated as bond clerks to process bail bonds, and these bond clerks were referred to collectively as the Bond Department.

16. During regular business hours, bond clerks worked in the Magistrate Clerk’s Office within the Criminal District Court courthouse. At night and on weekends, one bond clerk would be stationed at the Orleans Parish Prison Bond Window, so that bail bonds could be processed twenty-four hours per day, seven days per week.

17. Deputy clerks had official-use access to computerized criminal justice records pertaining to criminal defendants, including records of arrest status, prior criminal history, and outstanding

warrants. This information was valuable to the bail bondsmen who were seeking to post bail bonds for inmates and to address bond forfeitures.

18. A limited number of deputy clerks had official-use access to the Metropolitan Orleans Total Information Online Network ("MOTION"), a computerized law enforcement database that contained, among other records, arrest records and records of open warrants within a multi-parish area in and around New Orleans, Louisiana. MOTION-NAME ("MONA") was a part of the MOTION system that enabled authorized users to search the MOTION database by name. The information contained on MOTION and MONA was not publicly available.

Orleans Parish Sheriff's Office and Orleans Parish Prison

19. The Orleans Parish Sheriff's Office ("Sheriff's Office") and its predecessor agency, the Orleans Parish Criminal Sheriff's Office, were responsible for operating the Orleans Parish Prison ("Prison"), a governmental entity of Orleans Parish tasked with detaining persons arrested and ordered detained in lieu of bail pending prosecution for state, municipal, and traffic law violations.

20. The Sheriff's Office maintained a Bond Window at the Prison's Central Lockup, where licensed bail bondsmen were permitted to post commercial bail bonds for the release of defendants twenty-four hours per day, seven days per week. When a bondsman filed a bail bond at the Bond Window, he was required to pay the fee of three percent (3%) of the amount of the bail.

21. The Sheriff's Office also maintained CINTAP, a division of the Sheriff's Office located in the Prison's Central Lockup, where deputy sheriffs received and processed telephone orders from judges and other elected officials to release Prison inmates on their own recognizance or on parole, or to reduce or otherwise alter inmates' bail amounts or bail statuses.

22. CINTAP deputies had official-use access to the MOTION law enforcement database.
23. When an authorized public official called CINTAP and ordered an inmate released on an R.O.R. bond or parole release, the CINTAP deputy was required to follow procedures to verify the identity and authority of the caller. These procedures were intended to minimize the risk of fraudulent releases of inmates.
24. When a judge or commissioner called CINTAP to order an inmate released on his own recognizance, or R.O.R., the CINTAP deputy prepared a written Order of Release and wrote the name of the judge or commissioner under the signature line. It had been the procedure during certain times that these written orders were subsequently brought to the Criminal District Court judges and commissioners for signature. However, from in or around September 2005 through in or around February 2010, this practice was abandoned, and the Orders of Release were not reviewed by the officials.
25. In addition to preparing the written R.O.R. Order of Release, the CINTAP deputy also entered the fact of the R.O.R. order into the Sheriff's computerized system, which included multiple connected servers, as a change in the defendant's bail status. The Sheriff's Office also hosted a Web site from its computerized system that allowed the public, without restriction, to view bail information for active inmates and Criminal District Court docket masters. After a CINTAP deputy changed a defendant's bail status in any way, including a change to R.O.R., the change in bail status or R.O.R. release was then displayed to any Internet user who searched for the active inmate on the Sheriff's public Web site. Filing information for commercial bonds and R.O.R. bonds in Criminal District Court cases was also entered into the docket master for the defendant's case. This same Sheriff's computerized system was also used by CINTAP deputies to look up other official-use law enforcement information, including MOTION and MONA data,

Criminal District Court docket masters and case information. This same Sheriff's computerized system was further used by deputy clerks of court and court staff in Criminal District Court to access MOTION and MONA, create minute entries and docket master entries, and access other official-use law enforcement information. This computerized system affected interstate commerce and was therefore a protected computer, as defined by Title 18, United States Code, Section 1030(e)(2)(B).

Bail Bond Procedures in Criminal District Court

26. All commercial bail bonds for Criminal District Court cases were processed through the Magistrate Clerk's Office. At the request of a bail bondsman, a bond clerk in the Magistrate Clerk's Office would prepare a typed bail bond form, stating the defendant's name, the criminal charge, the bail amount for the charge, and the name of the insurance company acting as surety.

27. After the bond form was prepared, the bondsman was required to present an executed power of attorney from the insurance company, authorizing the bondsman who was named on the power of attorney to sign the bail bond as the attorney-in-fact for the insurance company. The bondsman was then required to sign the bail bond itself in the presence of a bond clerk. The bond clerk was required to personally witness and attest that the signature of the bondsman was in fact signed by the named bondsman and in the presence of the bond clerk, by signing a certification on the bond. These requirements were designed to prevent fraud by ensuring that only 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 the official bond documents.

28. Once a bail bond was certified by the signature of the clerk, the bondsman was responsible for bringing the bail bond and the insurance power of attorney to the Bond Window at the Prison.

29. When the bonded inmate was released from the Prison, the inmate signed the bail bond, as the principal for the financial obligation of the bond, prior to being released.

30. After the inmate was released, the executed bail bond and the insurance power of attorney were returned to the Magistrate Clerk's Office to become a part of the defendant's official court record for his criminal case.

31. After an inmate was released on a commercial surety bail bond, notice of the defendant's next court date would be sent from the Clerk's Office to the defendant and to the bondsman by U.S. Mail or personal delivery. Notice of any bond forfeiture judgment would also be sent by U.S. Mail to the insurance company itself by a deputy clerk.

32. After the filing of bail bond or entry of a release, the bond and release information was entered by a deputy sheriff into the Sheriff's computerized system relating to the booking and folder information for the defendant, and a deputy clerk entered into the Sheriff's computerized system a minute entry and docket master entry for the defendant's open case recording the bond and release information.

Additional General Allegations

33. The act of depositing cash by 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.

Relevant Entities and Individuals

34. Rufus Bail Bonds

a. From a time unknown, but at least sometime in 2003, and continuing to September 2014, said dates being approximate, the defendant, **RUFUS JOHNSON**, together with other co-conspirators, operated a bail bond business from a building located at 538 South Broad Street in New Orleans, Louisiana, using various business names, including "Rufus Bail Bonds," "Bayou Bail Bonds," "James Bail Bonds," "Bayou-James Bail Bonds," "Tynekia M. Buckley Bail Bonds," "Turning Point Bail Bonds," and "J.F. Smith Bail Bonds" (hereinafter referred to collectively as "Rufus Bail Bonds"). The address of the business was also sometimes listed as 536 South Broad Street.

b. Rufus Bail Bonds profited by soliciting and collecting money from customers who were seeking bail bonds for the release of Orleans Parish Prison inmates. **RUFUS JOHNSON** and others then used various means, permeated by fraud, in order to obtain these inmate releases for customers, including executing commercial surety bail bond contracts; illegally requesting for-profit recognizance releases from public officials; and bribing public employees to release inmates and disclose confidential law enforcement information.

35. Insurance Company A

a. At all times material herein, Insurance Company A was an insurance company authorized by the Louisiana Department of Insurance to act as a commercial surety in bail bond contracts.

b. Insurance Company A entered into contracts of appointment to appoint licensed bail bondsman to solicit, negotiate, and effect bail, and to sign and execute powers of attorney and bail bond contracts in the name of and on behalf of Insurance Company A.

c. Insurance Company A contracted with a national managing agent, National Agent A, to manage its bail bonds business with local agents around the United States.

d. Insurance Company A issued limited powers of attorney to its appointed bail bondsmen, authorizing the bondsmen to sign and execute bail bond contracts as attorney-in-fact for Insurance Company A. Each power of attorney stated the maximum dollar amount of bail that could be posted using the power. The powers of attorney were first sent by Insurance Company A in the State of Arizona to National Agent A in the State of Florida by commercial carrier. National Agent A then sent powers of attorney to local bail bondsman from time to time, by commercial carrier.

e. After the powers of attorney were executed by its local bail bondsmen, Insurance Company A required the bondsmen to transmit carbon copies of the executed powers to National Agent A in the State of Florida, by commercial carrier. National Agent A subsequently transmitted copies of the powers of attorney to Insurance Company A in the State of Arizona, by commercial carrier.

36. Insurance Company B

a. At all times material herein, Insurance Company B was an insurance company authorized by the Louisiana Department of Insurance to act as a commercial surety in bail bond contracts.

b. Insurance Company B entered into contracts of appointment to appoint licensed bail bondsman to solicit, negotiate, and effect bail, and to sign and execute powers of attorney and bail bond contracts in the name of and on behalf of Insurance Company B.

c. Insurance Company B contracted directly with local agents in multiple states including Louisiana.

d. Insurance Company B issued limited powers of attorney to its appointed bail bondsmen, authorizing the bondsmen to sign and execute bail bond contracts as attorney-in-fact for Insurance Company B. Each power of attorney stated the maximum dollar amount of bail that could be posted using the power. The powers of attorney were sent by Insurance Company B in the State of Florida to its local bondsman by commercial carrier.

e. After the powers of attorney were executed by its local bail bondsmen, Insurance Company B required the bondsmen to transmit carbon copies of the executed powers to Insurance Company B in the State of Florida, by commercial carrier.

37. **RUFUS JOHNSON**

a. From at least sometime in 2000 and continuing through in or around September 2014, said dates being approximate, **RUFUS JOHNSON** operated, and was otherwise involved with, Rufus Bail Bonds located at 538 South Broad Street in New Orleans, Louisiana.

b. At no time material herein was **RUFUS JOHNSON** licensed by the Louisiana Department of Insurance to solicit, negotiate, or effect bail bonds in the State of Louisiana.

c. At no time material herein was **RUFUS JOHNSON** appointed by any insurance company to sign bail bonds in an insurance company's name through a power of attorney.

d. At all times relevant, **RUFUS JOHNSON** received and maintained primary custody and control of insurance powers of attorney used by Rufus Bail Bonds.

e. From at least sometime in 2003 until on or about April 21, 2011, **RUFUS JOHNSON** was a registered agent and director of Ja Ru Va, Inc., which owned the property and building used by Rufus Bail Bonds located at 538 South Broad Street.

f. From on or about May 24, 2000, through on or about August 1, 2003, **RUFUS JOHNSON** was a contractual indemnitor for Shajuan Morgan d/b/a Bayou Bail Bonds d/b/a

James Bail Bonds, for any and all debts and expenses of Insurance Company A arising from Shajuan Morgan's appointment as a bail agent for Insurance Company A.

g. From on or about August 1, 2003, through sometime in 2010, **RUFUS JOHNSON** was a contractual indemnitor for **JAMES JOHNSON** d/b/a Bayou Bail Bonds d/b/a James Bail Bonds, for any and all debts and expenses of Insurance Company A arising from **JAMES JOHNSON**'s appointment as a bail agent for Insurance Company A.

38. **JAMES JOHNSON**

a. From in or around October 2000 through in or around January 2010, **JAMES JOHNSON** was licensed as a bail bondsman by the Louisiana Department of Insurance.

b. From on or about August 1, 2003, and continuing through in or around February 2010, **JAMES JOHNSON** was an appointed bail agent for Insurance Company A.

c. From on or about August 1, 2003, and continuing through in or around February 2010, **JAMES JOHNSON** was the sole liable bail agent for all bail bonds signed in the name of Insurance Company A though Rufus Bail Bonds.

d. From on or about October 15, 2004, and continuing through in or around September 2014, **JAMES JOHNSON** was an attorney licensed to practice law in the State of Louisiana.

e. From on or about May 5, 2006, and continuing through in or around September 2014, **JAMES JOHNSON** was a registered agent and managing member of J. Paul Holdings LLC, which purchased the property at 538 South Broad Street in New Orleans, Louisiana, on or about January 1, 2014.

f. From on or about February 20, 2008, through on or about February 20, 2012, **JAMES JOHNSON** held an elected public office in Orleans Parish, Louisiana, as a Member of the Orleans Parish Democratic Executive Committee, District B.

39. **PERRY BECNEL**

a. From in or around June 2001 through in or around May 2007, **PERRY BECNEL** was licensed as a bail bondsman by the Louisiana Department of Insurance.

b. After losing his bail producer license in or around May 2007, **PERRY BECNEL** was able to continue making money as a bail bondsman through in or around 2010, due to an agreement with **RUFUS JOHNSON** whereby **PERRY BECNEL** brought bail bond customers to **RUFUS JOHNSON** and kept approximately half of the bondsman's share of the premium, or approximately five percent (5%) of the dollar amount of each bond.

c. **PERRY BECNEL** also made money as a bail bondsman by paying Gilishia Garrison and others to effect R.O.R. and parole releases for his customers.

d. **PERRY BECNEL** knew that **RUFUS JOHNSON** was not a licensed bail bondsman, and that **RUFUS JOHNSON** was soliciting, negotiating, and effecting bail bond contracts without a valid bail producer license, from his bail bond business located at 538 South Broad Street in New Orleans.

40. **JOSEPHINE SPELLMAN**

a. From at least sometime in 2003 and continuing through in or around 2011, **JOSEPHINE SPELLMAN** worked for and was associated with the Rufus Bail Bonds business in various capacities.

b. **JOSEPHINE SPELLMAN** knew that **RUFUS JOHNSON** was not a licensed bail bondsman, and that **RUFUS JOHNSON** was soliciting, negotiating, and effecting bail bond

contracts without a valid bail producer license, from his bail bond business located at 538 South Broad Street in New Orleans.

41. Nicole Carrie

a. From at least sometime in 2000 through in or around September 2013, Nicole Carrie worked for and was associated with the Rufus Bail Bonds business in various capacities.

b. Nicole Carrie knew that **RUFUS JOHNSON** was not a licensed bail bondsman, and that **RUFUS JOHNSON** was soliciting, negotiating, and effecting bail bond contracts without a valid bail producer license from his bail bond business located at 538 South Broad Street in New Orleans.

c. From in or around June 2004 and continuing through in or about April 2011, Nicole Carrie held a valid bail producer license from the Louisiana Department of Insurance. She sought and obtained this license at the request of **RUFUS JOHNSON**.

d. From in or around June 2004, and continuing through in or around February 2010, Nicole Carrie was appointed as a non-liable agent of Insurance Company A, as a sub-agent of liable agent **JAMES JOHNSON**, and therefore authorized to execute bail bond contracts in the insurance company's name through limited powers of attorney.

e. From in or around September 2006 through in or around September 2013, Nicole Carrie worked for **JAMES JOHNSON** at his law office, located at 1465 North Broad Street. Nicole Carrie also continued to do work for **RUFUS JOHNSON** and for the Rufus Bail Bonds business from time to time.

f. From on or about June 2004 and continuing through on or about April 2011, **NICOLE CARRIE** permitted **RUFUS JOHNSON** to use her name, forge her signature, and otherwise operate as a bail bondsman under her name, license, and insurance appointments.

42. Tynekia Buckley

a. From at least sometime in 2003 and continuing through in or around 2012, Tynekia Buckley worked for and was associated with the Rufus Bail Bonds business in various capacities.

b. Tynekia Buckley knew that **RUFUS JOHNSON** was not a licensed bail bondsman, and that **RUFUS JOHNSON** was soliciting, negotiating, and effecting bail bond contracts without a valid bail producer license, from his bail bond business located at 538 South Broad Street in New Orleans.

c. From in or around June 2004, and continuing through in or around December 2013, Tynekia Buckley held a valid bail producer license from the Louisiana Department of Insurance. She sought and obtained this license at the request of **RUFUS JOHNSON**.

d. From in or around June 2004, and continuing through in or around February 2010, Tynekia Buckley was appointed as a non-liaible agent of Insurance Company A, as a sub-agent of liaible agent **JAMES JOHNSON**, and therefore authorized to execute bail bond contracts in the insurance company's name through limited powers of attorney.

e. From in or around June 2004, and continuing through in or around October 2012, Tynekia Buckley permitted **RUFUS JOHNSON** to use her name, forge her signature, and otherwise operate as a bail bondsman under her name, license, and insurance appointments.

43. Janet Smith

a. From at least sometime in 2006 and continuing through in or around July 2012, Janet Smith worked for and was associated with the Rufus Bail Bonds business in various capacities.

b. Janet Smith knew that **RUFUS JOHNSON** was not a licensed bail bondsman, and that **RUFUS JOHNSON** was soliciting, negotiating, and effecting bail bond contracts without a valid bail producer license, from his bail bond business located at 538 South Broad Street in New Orleans.

c. From in or around January 1996, and continuing through in or around November 2013, Janet Smith held a valid bail producer license from the Louisiana Department of Insurance.

d. From a time prior to June 2006 through in or around July 2012, Janet Smith permitted **RUFUS JOHNSON** to use her name, sign her signature, and otherwise operate as a bail bondsman under her name, license, and insurance appointments.

e. From in or around October 2002 through in or around February 2010, Janet Smith was an appointed agent of Insurance Company A, authorized to execute bail bond contracts in the company's name through limited powers of attorney.

f. From in or around August 2011 through in or around July 2012, Janet Smith was an appointed agent of Insurance Company B, authorized to execute bail bond contracts in the company's name through limited powers of attorney.

44. Willie Irons

a. Willie Irons held a valid bail producer license from the Louisiana Department of Insurance from in or around 1997 through sometime in 2000.

b. After losing his bail producer license in or around 2000, Willie Irons was able to continue making money as a bail bondsman through in or around 2010, due to an agreement with **RUFUS JOHNSON** whereby Willie Irons brought bail bond customers to **RUFUS JOHNSON** and kept approximately half of the bondsman's share of the premium, or approximately five percent (5%) of the dollar amount of each bond.

c. Willie Irons also made money as a bail bondsman by paying Gilishia Garrison and others to effect R.O.R. and parole releases for his customers.

d. Willie Irons knew that **RUFUS JOHNSON** was not a licensed bail bondsman, and that **RUFUS JOHNSON** was soliciting, negotiating, and effecting bail bond contracts without a valid bail producer license, from his bail bond business located at 538 South Broad Street in New Orleans.

45. Gilishia Garrison

a. From sometime in 1997 though in or around February 2010, Gilishia Garrison was employed as a deputy clerk in the Magistrate Clerk's Office. Gilishia Garrison's primary responsibility as a deputy clerk was to act as the docket clerk for Section M3 of Criminal District Court.

b. From in or around 2006 through in or around February 2010, Gilishia Garrison was employed on nights and weekends as a deputy sheriff in CINTAP. It was a part of her responsibilities as a CINTAP deputy to accept telephone calls from judges and other officials to release inmates on R.O.R. and parole orders.

c. Gilishia Garrison had official-use access to the MOTION and MONA system in the course of her employment at the Sheriff's Office, primarily for the limited purpose of looking up inmates' criminal histories and warrants at the request of officials seeking inmate releases.

d. Gilishia Garrison was aware that **RUFUS JOHNSON** was not a licensed bail bondsman, and that **RUFUS JOHNSON** was soliciting, negotiating, and effecting bail bond contracts without a valid bail producer license, from his bail bond business located at 538 South Broad Street in New Orleans.

46. Lear Enclarde

a. From sometime in 1973 through in or around December 2010, Lear Enclarde was employed as a deputy clerk in the Clerk's Office. From at least sometime in 2006, and continuing through December 2010, she was assigned as the supervisor of the Magistrate Clerk's Office and the Bond Department. As a part of her responsibilities in the Bond Department, Lear Enclarde signed certifications on commercial bail bonds, to personally witness and attest that the signatures of the bondsmen were in fact signed by the named bondsmen and in her presence.

b. Lear Enclarde had official-use access to the MOTION and MONA system in the course of her employment at the Clerk's Office, primarily for the limited purpose of producing records for employment background checks.

c. Lear Enclarde knew that **RUFUS JOHNSON** was not a licensed bail bondsman, and that **RUFUS JOHNSON** was soliciting, negotiating, and effecting bail bond contracts without a valid bail producer license, from his bail bond business located at 538 South Broad Street in New Orleans.

47. Patricia Tate

a. From in and around 1993 through in and around August 2014, Patricia Tate was employed as a deputy clerk in the Magistrate Clerk's Office. Patricia Tate's primary responsibilities as a deputy clerk were to prepare records for the Magistrate Section of Criminal District Court relating to pre-indictment appearance dockets, which included initial appearances and preliminary examinations and to type court subpoenas and answer the office telephone.

b. Patricia Tate had official-use access to the MOTION and MONA system in the course of her employment at the Clerk's Office, through permission of her supervisor, Lear

Enclarde, primarily for the limited purpose of producing records for employment background checks.

c. Patricia Tate knew that **RUFUS JOHNSON** was not a licensed bail bondsman, and that **RUFUS JOHNSON** was soliciting, negotiating, and effecting bail bond contracts without a valid bail producer license, from his bail bond business located at 538 South Broad Street in New Orleans.

B. THE CONSPIRACY:

1. From at least sometime in 2003 through in and around September 2014, said dates being approximate, in the Eastern District of Louisiana and elsewhere, the defendants, **RUFUS JOHNSON, JAMES JOHNSON, PERRY BECNEL, and JOSEPHINE SPELLMAN**, together with Nicole Carrie, Tynekia Buckley, Janet Smith, Lear Enclarde, Gilishia Garrison, Willie Irons, Patricia Tate, and others known and unknown to the Grand Jury, did knowingly and willfully combine, conspire, confederate and agree with each other and with other persons both known and unknown to the Grand Jury to:

a. use and cause to be used interstate commercial carriers and the United States Postal Service in furtherance of a scheme and artifice to defraud and to obtain money and property, including cash, premium payments, and insurance powers of attorney, by means of false and fraudulent pretenses, representations, and promises, in violation of Title 18, United States Code, Section 1341;

b. use and cause to be used interstate commercial carriers and the United States Postal Service in furtherance of a scheme and artifice to deprive the Citizens of the City of New Orleans, Louisiana, of their right to the honest services of Lear Enclarde, Gilishia Garrison and Patricia Tate in violation of Title 18, United States Code, Sections 1341 and 1346; and

c. use and cause to be used interstate wire communications in furtherance of a scheme and artifice 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. MANNER AND MEANS OF ACCOMPLISHING THE CONSPIRACY:

1. The primary object of the conspiracy was to obtain money in exchange for effecting and facilitating the release of inmates from Orleans Parish Prison.

2. The defendants and other co-conspirators carried out the conspiracy in the following manner and through the following means, among others:

a. giving money and other things of value to Gilishia Garrison, a CINTAP deputy and public employee, in exchange for obtaining R.O.R. releases of inmates held on state law criminal charges;

b. giving money and other things of value to Gilishia Garrison, a CINTAP deputy and public employee, in exchange for obtaining parole releases of inmates held on municipal and traffic violations;

c. giving money and other things of value to **RUFUS JOHNSON** in exchange for having **JAMES JOHNSON** use his official parole power to release inmates held on municipal and traffic violations;

d. approaching judges and other officials to request R.O.R. and parole releases;

e. approaching judges and other officials to request reductions in the amount of bail set;

f. giving money and other things of value to deputy clerks in the Magistrate Clerk's Office in exchange for obtaining delivery of unexecuted bail bonds, court documents, and information;

g. giving money and other things of value to deputy clerks in the Magistrate Clerk's Office in exchange for obtaining bail bonds that had been pre-signed and pre-certified by a bond clerk before being signed by the bail bondsman;

h. giving money and other things of value to deputy clerks in the Magistrate Clerk's Office in exchange for obtaining confidential, official-use law enforcement information from limited access computer databases including the MOTION and MONA system concerning inmates' outstanding warrant status and criminal history, thus allowing members of the conspiracy to determine the likelihood of bail being granted and the amount of bond that would likely be required which in turn saved the expenditure of time and money by **RUFUS JOHNSON** and other coconspirators;

i. splitting premiums and giving money and other things of value to **RUFUS JOHNSON** and his employees in exchange for obtaining commercial surety bonds that had been solicited and negotiated by unlicensed bail bondsmen;

j. using other bondsmen's names and trade names to disguise the conflict of interests of **JAMES JOHNSON** in that **JAMES JOHNSON** was representing as a lawyer numerous clients who had in fact been released on bail bonds on which **JAMES JOHNSON** was also the actual and sole liable bail bondsman and agent;

k. soliciting agreements from customers who were seeking bail bonds that they would instead hire **JAMES JOHNSON** to act as the inmate's attorney to seek the inmate's release;

- l. soliciting, negotiating, and effecting bail bond contracts without a valid bail producer license from the Louisiana Department of Insurance;
- m. soliciting, negotiating, and effecting bail bond contracts in the name of insurance companies without any appointment to do so on behalf of the companies;
- n. signing the names of licensed and appointed bail bondsmen to insurance powers of attorney in order to disguise the fact that the signer had solicited, negotiated, and effected bail bonds without a license and without an insurance appointment and causing these fraudulent powers of attorney to be sent through the United States Mail or by common carrier;
- o. signing the names of licensed and appointed bail bondsmen to bail bond contracts in order to disguise the fact that the signer had solicited, negotiated, and effected bail bonds without a license and without an insurance appointment causing these bail bond contracts to be sent through the United States Mail or by common carrier;
- p. holding themselves out to customers and to the public as bail bondsmen without having either a bail producer license or an appointment from an insurance company to act lawfully as bail bondsmen;
- q. hiring employees with valid bail producer licenses in order to obtain powers of attorney to be used by unlicensed bail bondsman to sell bonds;
- r. having employees take classes and exams to become licensed bail bondsmen in order to obtain powers of attorney from insurance companies and to use the employees' names to sign bail bonds;
- s. having employees take classes and exams to become licensed bail bondsmen in order to be able to post bonds signed by an unlicensed bail bondsman at the Prison's Bond

Window, knowing that deputies at the Bond Window would not accept bonds from a person without a valid bail producer license;

t. using the public Internet Web site of Orleans Parish Sheriff to look up inmate charge and bail information;

u. using computers and official documentation to falsely represent that a judge or other elected official had ordered inmates released from jail;

v. incorporating various shell business entities and registered trade names in order to disguise that these various entities and names were part of the Rufus Bail Bonds business, operated and owned by **RUFUS JOHNSON** and **JAMES JOHNSON**;

w. using the address 2601 Lepage Street, an alternative address for **JAMES JOHNSON**'s law office located at 1465 North Broad Street, on bail bonds and insurance business documents as the address for J.F. Smith Bail Bonds in order to disguise the fact that J.F. Smith Bail Bonds was another alter ego of Rufus Bail Bonds and was in fact operating from 538 South Broad Street;

x. mortgaging properties in order to post secured personal surety bonds, or "property bonds," sometimes without the permission of the property owners;

y. depositing and causing to be deposited copies of powers of attorney, court docket masters, bail bond liability reports, and other documents to be sent and delivered by commercial interstate carrier and the United States Postal Service;

z. depositing and causing to be deposited court notices for defendant appearances, non-appearances, and forfeitures to be sent and delivered by commercial interstate carrier and the United States Postal Service.

D. OVERT ACTS IN FURTHERANCE OF THE CONSPIRACY:

On or about the dates below, in furtherance of the conspiracy and to accomplish and effectuate the unlawful objects thereof, the defendants, **RUFUS JOHNSON, JAMES JOHNSON, PERRY BECNEL**, and **JOSEPHINE SPELLMAN**, and other co-conspirators committed and caused to be committed the following Overt Acts, among others, in the Eastern District of Louisiana and elsewhere:

1. On or about August 1, 2003, **RUFUS JOHNSON, JAMES JOHNSON**, and others executed a bail bond agent contract, appointing **JAMES JOHNSON** d/b/a Bayou Bail Bonds and James Bail Bonds, 538 South Broad Street, New Orleans, as a liable bail bond agent for Insurance Company A.
2. In or around May 2004, **RUFUS JOHNSON** requested that Nicole Carrie take a class and an exam to obtain a bail producer license from the Louisiana Department of Insurance.
3. In or around May 2004, **RUFUS JOHNSON** paid for a class and exam for Nicole Carrie to obtain a bail producer license from the Louisiana Department of Insurance.
4. In or around May 2004, **RUFUS JOHNSON** requested that Tynekia Buckley take a class and an exam to obtain a bail producer license from the Louisiana Department of Insurance.
5. In or around May 2004, **RUFUS JOHNSON** paid for a class and exam for Tynekia Buckley to obtain a bail producer license from the Louisiana Department of Insurance.
6. On or about June 24, 2004, Nicole Carrie was appointed as a non-liable bail bond agent for Insurance Company A, under agency Bayou Bail Bonds, 538 South Broad Street, New Orleans.

7. On or about June 24, 2004, Tynekia Buckley was appointed as a non-liable bail bond agent for Insurance Company A, under agency Bayou Bail Bonds, 538 South Broad Street, New Orleans.

8. On or about November 23, 2004, **RUFUS JOHNSON** signed Tynekia Buckley's name to a \$5,000.00 commercial surety bail bond contract as attorney-in-fact for Insurance Company A.

9. On or about June 1, 2005, **RUFUS JOHNSON** signed Tynekia Buckley's name to a \$5,000.00 commercial surety bail bond contract as attorney-in-fact for Insurance Company A.

10. On or about March 21, 2006, **RUFUS JOHNSON** signed Tynekia Buckley's name to a \$6,000.00 commercial surety bail bond contract as attorney-in-fact for Insurance Company A.

11. On or about April 25, 2006, **RUFUS JOHNSON** signed Tynekia Buckley's name to a \$2,000.00 commercial surety bail bond contract as attorney-in-fact for Insurance Company A.

12. On or about April 27, 2006, **RUFUS JOHNSON** signed Tynekia Buckley's name to a \$20,000.00 commercial surety bail bond contract as attorney-in-fact for Insurance Company A.

13. On or about May 12, 2006, **RUFUS JOHNSON** signed Tynekia Buckley's name to a \$500.00 commercial surety bail bond contract as attorney-in-fact for Insurance Company A.

14. On or about August 26, 2006, **RUFUS JOHNSON** signed Tynekia Buckley's name to a \$10,000.00 commercial surety bail bond contract as attorney-in-fact for Insurance Company A.

15. On or about September 22, 2006, **RUFUS JOHNSON** signed Tynekia Buckley's name to a \$10,000.00 commercial surety bail bond contract as attorney-in-fact for Insurance Company A.

16. On or about April 8, 2008, **RUFUS JOHNSON** signed Tynekia Buckley's name to a \$1,000.00 commercial surety bail bond contract as attorney-in-fact for Insurance Company A.

17. On or about May 30, 2008, **RUFUS JOHNSON** signed act of mortgage and promissory note documentation to secure two property bonds.
18. On or about June 2, 2008, **RUFUS JOHNSON** signed and caused a property bond in the amount of \$445,000.00 to be filed with the Orleans Parish Sheriff and Clerk of Court for Criminal District Court.
19. On or about June 2, 2008, **RUFUS JOHNSON** signed and caused a property bond in the amount of \$325,000.00 to be filed with the Orleans Parish Sheriff and Clerk of Court for Criminal District Court.
20. On or about June 2, 2008, **RUFUS JOHNSON** signed Tynekia Buckley's name, as executing agent, to Insurance Company A power of attorney in the amount of \$251,000.00.
21. On or about June 2, 2008, **RUFUS JOHNSON** caused an Insurance Company A power of attorney in the amount of \$251,000.00 to be filed with the Orleans Parish Sheriff and Clerk of Court for Criminal District Court.
22. On or about June 2, 2008, **RUFUS JOHNSON** signed Tynekia Buckley's name, as attorney-in-fact for Insurance Company A, to a Criminal District Court commercial surety bail bond in the amount of \$230,000.00.
23. On or about June 2, 2008, **RUFUS JOHNSON** caused a commercial surety bail bond in the amount of \$230,000.00 to be filed with the Orleans Parish Sheriff and Clerk of Court for Criminal District Court.
24. In or around June 2008, **RUFUS JOHNSON** caused copies of Insurance Company A's powers of attorney to be mailed to National Agency A by common carrier.
25. In or around May 2009, **RUFUS JOHNSON** caused Insurance Company A's powers of attorney to be sent to Rufus Bail Bonds at 538 South Broad Street in New Orleans.

26. On or about May 15, 2009, **RUFUS JOHNSON** signed Tynekia Buckley's name to three separate commercial surety bail bond contracts, in the amounts of \$50,000.00, \$25,000.00, and \$5,000.00, as attorney-in-fact for Insurance Company A.
27. In or around June 2009, **RUFUS JOHNSON** caused copies of Insurance Company A's powers of attorney to be mailed to National Agency A by common carrier.
28. In or around June 2009, **RUFUS JOHNSON** caused Insurance Company A's powers of attorney to be sent to Rufus Bail Bonds at 538 South Broad Street in New Orleans.
29. On or about June 16, 2009, **RUFUS JOHNSON** signed Nicole Carrie's name to a \$1,000.00 commercial surety bail bond contract as attorney-in-fact for Insurance Company A.
30. In or around July 2009, **RUFUS JOHNSON** caused copies of Insurance Company A's powers of attorney to be mailed to National Agency A by common carrier.
31. In or around July 2009, **RUFUS JOHNSON** caused Insurance Company A's powers of attorney to be sent to Rufus Bail Bonds at 538 South Broad Street in New Orleans.
32. On or about July 10, 2009, **RUFUS JOHNSON** signed Nicole Carrie's name to three separate \$50,000.00 commercial surety bail bond contracts as attorney-in-fact for Insurance Company A.
33. In or around August 2009, **RUFUS JOHNSON** caused copies of Insurance Company A's powers of attorney to be mailed to National Agency A by common carrier.
34. On or about September 8, 2009, **RUFUS JOHNSON** signed Nicole Carrie's name to a \$5,000.00 commercial surety bail bond contract as attorney-in-fact for Insurance Company A.
35. On or about September 16, 2009, **RUFUS JOHNSON** signed Janet Smith's name to a \$1,000.00 commercial surety bail bond contract as attorney-in-fact for Insurance Company A.

36. On or about September 23, 2009, **RUFUS JOHNSON** signed Janet Smith's name to a \$10,000.00 commercial surety bail bond contract as attorney-in-fact for Insurance Company A.
37. On or about September 28, 2009, **RUFUS JOHNSON** signed Janet Smith's name as executing agent to a power of attorney issued by Insurance Company A in the amount of \$6,000.00.
38. On or about September 28, 2009, **RUFUS JOHNSON** signed Janet Smith's name as attorney-in-fact for Insurance Company A on a bail bond contract, binding the insurance company as surety in the amount of \$2,500.00.
39. In or around October 2009, **RUFUS JOHNSON** deposited and caused to be deposited a copy of a power of attorney in the amount of \$251,000.00 signed in the name of Nicole Carrie as executing agent to be sent and delivered by commercial interstate carrier.
40. In or around October 2009, Patricia Tate accepted cash from **RUFUS JOHNSON** at **RUFUS JOHNSON**'s office located at 538 South Broad Street, New Orleans, in exchange for her willing and knowing ignorance and violation of her official duties as a deputy clerk of the Magistrate Clerk's Office.
41. In or about October 2009, Patricia Tate accessed criminal justice records through an official computer terminal within the Magistrate Clerk's Office to run lists of names of criminal defendants and obtain arrest statuses, criminal histories, and warrant information for **RUFUS JOHNSON**.
42. In or about October 2009, Patricia Tate delivered bail bonds that had been typed and signed by a bond clerk without having been signed by a bondsman to **RUFUS JOHNSON** in his office located at 538 South Broad Street, New Orleans.

43. In or about October 2009, Patricia Tate obtained a court record from a docket clerk assigned to a court section in Criminal District Court at the request of **RUFUS JOHNSON**.
44. In or about October 2009, Patricia Tate delivered copies of court documents to **RUFUS JOHNSON** in his office at 538 South Broad Street, New Orleans, without charging the fees assessed by the Clerk's Office for such copies.
45. In or about October 2009, **RUFUS JOHNSON** deposited, or caused to be deposited, a carbon copy of an executed power of attorney to be delivered to an agent of Insurance Company A by commercial carrier.
46. In or around October 2009, **RUFUS JOHNSON** caused a power of attorney to be mailed by commercial carrier to National Agent A in the State of Florida.
47. In or around October 2009, **RUFUS JOHNSON** caused a power of attorney to be mailed by commercial carrier to Insurance Company A in the State of Arizona.
48. On or about November 6, 2009, **JAMES JOHNSON** appeared in Criminal District Court, Section I, in case number 487-744.
49. In or around November 2009, **PERRY BECNEL** called Gilishia Garrison on her personal cell phone to facilitate the release of inmates from jail.
50. In or around November 2009, **PERRY BECNEL** paid Gilishia Garrison an amount of cash in exchange for facilitating the release of inmates from jail.
51. In or around November 2009, **JOSEPHINE SPELLMAN** accepted an amount of cash from **RUFUS JOHNSON** for her employment at Rufus Bail Bonds.
52. On or about November 18, 2009, **RUFUS JOHNSON** caused an Insurance Company A power of attorney in the amount of \$6,000.00 and a commercial surety bail bond contract

guaranteed in the name of Insurance Company A to be filed with the Orleans Parish Sheriff and Clerk of Court for Criminal District Court.

53. On or about November 25, 2009, **RUFUS JOHNSON** signed the name of an attorney to numerous court pleadings filed on behalf of Tynekia Buckley Bail Bonds and Insurance Company A.

54. On or about November 25, 2009, **RUFUS JOHNSON** caused numerous court pleadings filed on behalf of Tynekia Buckley Bail Bonds and Insurance Company A to be filed in Criminal District Court for the Parish of Orleans.

55. On or about December 7, 2009, **JAMES JOHNSON** appeared in Criminal District Court, Section E, in case number 488-588.

56. On or about December 13, 2009, Gilishia Garrison accessed a protected computer to effect the release of Orleans Parish Defendant A by fraudulently and without authorization reducing Orleans Parish Criminal Defendant A's bail status from a \$20,000.00 bail hold to a release on recognizance (R.O.R.).

57. On or about December 14, 2009, Gilishia Garrison accessed a protected computer to effect the release of Orleans Parish Defendant B by fraudulently and without authorization reducing Orleans Parish Criminal Defendant B's bail status from a \$55,500.00 bail hold to a release on recognizance (R.O.R.).

58. On or about December 28, 2009, Gilishia Garrison accessed a protected computer to effect the release of Orleans Parish Defendant C by fraudulently and without authorization reducing Orleans Parish Criminal Defendant C's bail status from a \$55,000.00 bail hold to a release on recognizance (R.O.R.).

59. On or about January 20, 2010, the Clerk of Court for Criminal District Court mailed a notice of bond forfeiture to Insurance Company A.
60. On or about January 21, 2010, at or around 7:25 p.m., **RUFUS JOHNSON** contacted Gilishia Garrison by telephone.
61. On or about January 22, 2010, **JAMES JOHNSON** appeared in Criminal District Court, Section B, in case number 487-914.
62. On or about January 25, 2010, at or around 2:11 p.m., **RUFUS JOHNSON** contacted Gilishia Garrison by telephone.
63. On or about January 25, 2010 at or around 4:57 p.m., **RUFUS JOHNSON** contacted Gilishia Garrison by telephone.
64. On or about January 25, 2010 at or around 7:20 p.m., **RUFUS JOHNSON** contacted Gilishia Garrison by telephone.
65. On or about 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 D that purported to indicate that Orleans Parish Criminal District Court Judge A had authorized and ordered the release of Criminal Defendant D from the custody of Orleans Parish Prison.
66. On or about January 25, 2010, Gilishia Garrison accessed the Sheriff's computerized to effect the release of Orleans Parish Defendant D by fraudulently and without authorization reducing Orleans Parish Criminal Defendant D's bail status from a bail hold to a release on recognizance (R.O.R.).
67. On or about January 25, 2010, Gilishia Garrison caused an employee of the Orleans Parish Criminal Sheriff's Office to access and alter the Sheriff's computerized system, including

MOTION and MONA, thereby causing electronic files for Criminal Defendant D to indicate to all other users that Criminal Defendant D had been ordered released on an R.O.R.

68. On or about January 28, 2010 at or around 5:12 p.m., **RUFUS JOHNSON** contacted Gilishia Garrison by telephone.

69. On or about January 29, 2010 at or around 4:38 p.m., **RUFUS JOHNSON** contacted Gilishia Garrison by telephone.

70. On or about 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 E that purported to indicate that Orleans Parish Criminal District Court Judge A had authorized and ordered the release of Criminal Defendant E from the custody of Orleans Parish Prison.

71. On or about January 29, 2010, Gilishia Garrison accessed the Sheriff's computerized to effect the release of Orleans Parish Defendant E by fraudulently and without authorization reducing Orleans Parish Criminal Defendant E's bail status from a bail hold to a release on recognizance (R.O.R.).

72. On or about January 29, 2010, Gilishia Garrison caused an employee of the Orleans Parish Criminal Sheriff's Office to access and alter the Sheriff's computerized system, including MOTION and MONA, thereby causing electronic files for Criminal Defendant E to indicate to all other users that Criminal Defendant E had been ordered released on an R.O.R.

73. On or about March 18, 2010, **JAMES JOHNSON** appeared in Criminal District Court, Section J, in case number 494-244.

74. On or about April 23, 2010, **JAMES JOHNSON** appeared in Criminal District Court, Section I, in case number 493-400.

75. On or about May 4, 2011, **RUFUS JOHNSON** filed paperwork to organize J.F. Smith Bail Bonds as a limited liability company.
76. In or around September 2011, **RUFUS JOHNSON** directed Nicole Carrie to prepare legal motions in the names of bail bonding companies operated by **RUFUS JOHNSON**.
77. In or around September 2011, Nicole Carrie prepared legal motions in the names of bail bonding companies operated by **RUFUS JOHNSON**.
78. On or about September 12, 2011, **RUFUS JOHNSON** requested a bail reduction from a Criminal District Court judge.
79. On or about October 7, 2011, **RUFUS JOHNSON** caused fifteen powers of attorney to be shipped by commercial carrier to "Janet Smith, 2601 Lepage Street, Suite 202," in New Orleans, authorizing Janet Smith to negotiate and sign bail bond contracts in the name of Insurance Company B.
80. On or about October 8, 2011, **RUFUS JOHNSON** received powers of attorney issued in the name of Insurance Company B and signed a receipt for the powers in the name of "Janet F. Smith".
81. On or about October 26, 2011, **JAMES JOHNSON** appeared in Criminal District Court, Section I, in case number 508-704.
82. In or around March 2012, **JOSEPHINE SPELLMAN** contacted Janet Smith and instructed her that certain funds held by Insurance Company B in Smith's name belonged to another known person.

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

COUNT 2

(Conspiracy to Use Interstate Transportation in Aid of a Racketeering Enterprise)

A. AT ALL TIMES MATERIAL HEREIN:

The allegations contained in Part A of Count 1 of this Indictment are realleged and incorporated by reference as though set forth fully herein.

B. THE CONSPIRACY:

Beginning at least sometime in 2008 and continuing through in or about February 2010, in the Eastern District of Louisiana and elsewhere, the defendants, **RUFUS JOHNSON** and **PERRY BECNEL**, did knowingly and intentionally combine, conspire, confederate, and agree with each other and with other persons, both known and unknown to the Grand Jury, to use a facility in interstate commerce, to wit: a telephone; with intent to promote, manage, establish, carry on, and facilitate the promotion, management, establishment, and carrying on, of an unlawful activity, to wit: public bribery, in violation of Title 14, Louisiana Revised Statutes, Section 118; and thereafter performed and attempted to perform an act to promote, manage, establish, carry on, and facilitate the promotion, management, establishment, and carrying on, of the unlawful activity, in violation of Title 18, United States Code, Section 1952.

C. MANNER AND MEANS OF ACCOMPLISHING THE CONSPIRACY:

1. The primary object of the conspiracy was to obtain money in exchange for effecting and facilitating the release of inmates from Orleans Parish Prison.

2. The defendants and other co-conspirators carried out the conspiracy in the following manner and through the following means, among others:

a. giving money and other things of value to Gilishia Garrison, a CINTAP deputy and public employee, in exchange for obtaining R.O.R. releases of inmates held on state law criminal charges;

b. giving money and other things of value to Gilishia Garrison, a CINTAP deputy and public employee, in exchange for obtaining parole releases of inmates held on municipal and traffic violations;

c. giving money and other things of value to **RUFUS JOHNSON** in exchange for having **JAMES JOHNSON** use his official parole power to release inmates held on municipal and traffic violations;

d. giving money and other things of value to deputy clerks in the Magistrate Clerk's Office in exchange for obtaining delivery of unexecuted bail bonds, court documents, and information;

e. giving money and other things of value to deputy clerks in the Magistrate Clerk's Office in exchange for obtaining bail bonds that had been pre-signed and pre-certified by a bond clerk before being signed by the bail bondsman;

f. giving money and other things of value to deputy clerks in the Magistrate Clerk's Office in exchange for obtaining confidential, official-use law enforcement information from limited access computer databases including the MOTION and MONA system concerning inmates' outstanding warrant status and criminal history, thus allowing members of the conspiracy to determine the likelihood of bail being granted and the amount of bond that would likely be required which in turn saved the expenditure of time and money by **RUFUS JOHNSON** and other coconspirators;

g. soliciting, negotiating, and effecting bail bond contracts without a valid bail producer license from the Louisiana Department of Insurance;

h. soliciting, negotiating, and effecting bail bond contracts in the name of insurance companies without any appointment to do so on behalf of the companies;

i. signing the names of licensed and appointed bail bondsmen to insurance powers of attorney in order to disguise the fact that the signer had solicited, negotiated, and effected bail bonds without a license and without an insurance appointment;

j. signing the names of licensed and appointed bail bondsmen to bail bond contracts in order to disguise the fact that the signer had solicited, negotiated, and effected bail bonds without a license and without an insurance appointment;

k. holding themselves out to customers and to the public as bail bondsmen without having either a bail producer license or an appointment from an insurance company to act lawfully as bail bondsmen;

l. hiring employees with valid bail producer licenses in order to obtain powers of attorney to be used by unlicensed bail bondsman to sell bonds;

m. using the public Internet Web site of Orleans Parish Sheriff to look up inmate charge and bail information;

n. using computers and official documentation to falsely represent that a judge or other elected official had ordered inmates released from jail;

D. OVERT ACTS IN FURTHERANCE OF THE CONSPIRACY:

On or about the dates below, in furtherance of the conspiracy and to accomplish and effectuate the unlawful objects thereof, the defendants, **RUFUS JOHNSON** and **PERRY BECNEL**, and other co-conspirators committed and caused to be committed the following Overt Acts, among others, in the Eastern District of Louisiana:

1. On or about November 18, 2009 at or around 4:22 pm, **PERRY BECNEL** contacted Gilishia Garrison by telephone.

2. On or about November 19, 2009 at or around 4:22 pm, **PERRY BECNEL** contacted Gilishia Garrison by telephone.
3. On or about November 20, 2009 at or around 1:27 pm, **PERRY BECNEL** contacted Gilishia Garrison by telephone.
4. On or about November 21, 2009 at or around 8:25 pm, **PERRY BECNEL** contacted Gilishia Garrison by telephone.
5. On or about January 21, 2010, at or around 7:25 pm, **RUFUS JOHNSON** contacted Gilishia Garrison by telephone.
6. On or about January 25, 2010, at or around 2:11 p.m., **RUFUS JOHNSON** contacted Gilishia Garrison by telephone.
7. On or about January 25, 2010 at or around 4:57 p.m., **RUFUS JOHNSON** contacted Gilishia Garrison by telephone.
8. On or about January 25, 2010 at or around 7:20 p.m., **RUFUS JOHNSON** contacted Gilishia Garrison by telephone.
9. On or about 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 D that purported to indicate that Orleans Parish Criminal District Court Judge A had authorized and ordered the release of Criminal Defendant D from the custody of Orleans Parish Prison.
10. On or about January 25, 2010, Gilishia Garrison accessed the Sheriff's computerized to effect the release of Orleans Parish Defendant D by fraudulently and without authorization reducing Orleans Parish Criminal Defendant D's bail status from a bail hold to a release on recognizance (R.O.R.).

11. On or about January 25, 2010, Gilishia Garrison caused an employee of the Orleans Parish Criminal Sheriff's Office to access and alter the Sheriff's computerized system, including MOTION and MONA, thereby causing electronic files for Criminal Defendant D to indicate to all other users that Criminal Defendant D had been ordered released on an R.O.R.
12. On or about January 28, 2010 at or around 5:12 p.m., **RUFUS JOHNSON** contacted Gilishia Garrison by telephone.
13. On or about January 29, 2010 at or around 4:38 p.m., **RUFUS JOHNSON** contacted Gilishia Garrison by telephone.
14. On or about 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 E that purported to indicate that Orleans Parish Criminal District Court Judge A had authorized and ordered the release of Criminal Defendant E from the custody of Orleans Parish Prison.
15. On or about January 29, 2010, Gilishia Garrison accessed the Sheriff's computerized to effect the release of Orleans Parish Defendant E by fraudulently and without authorization reducing Orleans Parish Criminal Defendant E's bail status from a bail hold to a release on recognizance (R.O.R.).
16. On or about January 29, 2010, Gilishia Garrison caused an employee of the Orleans Parish Criminal Sheriff's Office to access and alter the Sheriff's computerized system, including MOTION and MONA, thereby causing electronic files for Criminal Defendant E to indicate to all other users that Criminal Defendant E had been ordered released on an R.O.R.

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

COUNT 3

(Conspiracy to Commit Unauthorized Access to a Protected Computer)

A. AT ALL TIMES MATERIAL HEREIN:

The allegations contained in Part A of Count 1 of this Indictment are realleged and incorporated by reference as though set forth fully herein.

B. THE CONSPIRACY:

Beginning at a time unknown, but at least sometime in 2008 and continuing through in or about February 2010, in the Eastern District of Louisiana and elsewhere, the defendants, **RUFUS JOHNSON** and **PERRY BECNEL**, did knowingly and intentionally combine, conspire, confederate, and agree with each other and with other persons, both known and unknown to the Grand Jury, to knowingly and with intent to defraud, access a protected computer, thereby exceeding authorized access, and by means of such conduct to further the intended fraud and obtain something of value, specifically cash and monetary instruments, in exchange for accessing and manipulating the Orleans Parish Sheriff's computerized system to effect the release of criminal defendants by fraudulently and without authorization changing the defendants' bail status to release on recognizance and parole, in violation of Title 18, United States Code, Sections 1030(a)(4) and (c)(3)(A);

C. MANNER AND MEANS OF ACCOMPLISHING THE CONSPIRACY:

1. The primary object of the conspiracy was to obtain money in exchange for effecting and facilitating the release of inmates from Orleans Parish Prison.
2. The defendants and other co-conspirators carried out the conspiracy in the following manner and through the following means, among others:

a. giving money and other things of value to Gilishia Garrison, a CINTAP deputy and public employee, in exchange for obtaining R.O.R. releases of inmates held on state law criminal charges;

b. giving money and other things of value to Gilishia Garrison, a CINTAP deputy and public employee, in exchange for obtaining parole releases of inmates held on municipal and traffic violations;

c. giving money and other things of value to **RUFUS JOHNSON** in exchange for having **JAMES JOHNSON** use his official parole power to release inmates held on municipal and traffic violations;

d. giving money and other things of value to deputy clerks in the Magistrate Clerk's Office in exchange for obtaining delivery of unexecuted bail bonds, court documents, and information;

e. giving money and other things of value to deputy clerks in the Magistrate Clerk's Office in exchange for obtaining bail bonds that had been pre-signed and pre-certified by a bond clerk before being signed by the bail bondsman;

f. giving money and other things of value to deputy clerks in the Magistrate Clerk's Office in exchange for obtaining confidential, official-use law enforcement information from limited access computer databases including the MOTION and MONA system concerning inmates' outstanding warrant status and criminal history, thus allowing members of the conspiracy to determine the likelihood of bail being granted and the amount of bond that would likely be required which in turn saved the expenditure of time and money by **RUFUS JOHNSON** and other coconspirators;

g. soliciting agreements from customers who were seeking bail bonds that they would instead hire **JAMES JOHNSON** to act as the inmate's attorney to seek the inmate's release;

h. soliciting, negotiating, and effecting bail bond contracts without a valid bail producer license from the Louisiana Department of Insurance;

i. soliciting, negotiating, and effecting bail bond contracts in the name of insurance companies without any appointment to do so on behalf of the companies;

j. holding themselves out to customers and to the public as bail bondsmen without having either a bail producer license or an appointment from an insurance company to act lawfully as bail bondsmen;

k. hiring employees with valid bail producer licenses in order to obtain powers of attorney to be used by unlicensed bail bondsman to sell bonds;

l. having employees take classes and exams to become licensed bail bondsmen in order to obtain powers of attorney from insurance companies and to use the employees' names to sign bail bonds;

m. using the public Internet Web site of Orleans Parish Sheriff to look up inmate charge and bail information;

n. using computers and official documentation to falsely represent that a judge or other elected official had ordered inmates released from jail;

D. OVERT ACTS IN FURTHERANCE OF THE CONSPIRACY:

On or about the dates below, in furtherance of the conspiracy and to accomplish and effectuate the unlawful objects thereof, the defendants, **RUFUS JOHNSON** and **PERRY**

BECNEL, and other co-conspirators committed and caused to be committed the following Overt Acts, among others, in the Eastern District of Louisiana:

1. On or about November 18, 2009 at or around 4:22 pm, **PERRY BECNEL** contacted Gilishia Garrison by telephone.
2. On or about November 19, 2009 at or around 4:22 pm, **PERRY BECNEL** contacted Gilishia Garrison by telephone.
3. On or about November 20, 2009 at or around 1:27 pm, **PERRY BECNEL** contacted Gilishia Garrison by telephone.
4. On or about November 21, 2009 at or around 8:25 pm, **PERRY BECNEL** contacted
5. In or about November 2009, **PERRY BECNEL** called Gilishia Garrison on her personal cell phone to facilitate the release of inmates from jail;
6. In or about November 2009, **PERRY BECNEL** paid Gilishia Garrison an amount of cash in exchange for facilitating the release of inmates from jail;
7. On or about December 13, 2009, Gilishia Garrison accessed a protected computer to effect the release of Orleans Parish Defendant A by fraudulently and without authorization reducing Orleans Parish Criminal Defendant A's bail status from a \$20,000.00 bail hold to a release on recognizance (R.O.R.);
8. On or about December 14, 2009, Gilishia Garrison accessed a protected computer to effect the release of Orleans Parish Defendant B by fraudulently and without authorization reducing Orleans Parish Criminal Defendant B's bail status from a \$55,500.00 bail hold to a release on recognizance (R.O.R.);
9. On or about December 28, 2009, Gilishia Garrison accessed a protected computer to effect the release of Orleans Parish Defendant C by fraudulently and without authorization

reducing Orleans Parish Criminal Defendant C's bail status from a \$55,000.00 bail hold to a release on recognizance (R.O.R.);

10. On or about January 21, 2010, at or around 7:25 pm, **RUFUS JOHNSON** contacted Gilishia Garrison by telephone.

11. On or about January 25, 2010, at or around 2:11 p.m., **RUFUS JOHNSON** contacted Gilishia Garrison by telephone.

12. On or about January 25, 2010 at or around 4:57 p.m., **RUFUS JOHNSON** contacted Gilishia Garrison by telephone.

13. On or about January 25, 2010 at or around 7:20 p.m., **RUFUS JOHNSON** contacted Gilishia Garrison by telephone.

14. On or about 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 D that purported to indicate that Orleans Parish Criminal District Court Judge A had authorized and ordered the release of Criminal Defendant D from the custody of Orleans Parish Prison.

15. On or about January 25, 2010, Gilishia Garrison accessed the Sheriff's computerized to effect the release of Orleans Parish Defendant D by fraudulently and without authorization reducing Orleans Parish Criminal Defendant D's bail status from a bail hold to a release on recognizance (R.O.R.).

16. On or about January 25, 2010, Gilishia Garrison caused an employee of the Orleans Parish Criminal Sheriff's Office to access and alter the Sheriff's computerized system, including MOTION and MONA, thereby causing electronic files for Criminal Defendant D to indicate to all other users that Criminal Defendant D had been ordered released on an R.O.R.

17. On or about January 28, 2010 at or around 5:12 p.m., **RUFUS JOHNSON** contacted Gilishia Garrison by telephone.
18. On or about January 29, 2010 at or around 4:38 p.m., **RUFUS JOHNSON** contacted Gilishia Garrison by telephone.
19. On or about 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 E that purported to indicate that Orleans Parish Criminal District Court Judge A had authorized and ordered the release of Criminal Defendant E from the custody of Orleans Parish Prison.
20. On or about January 29, 2010, Gilishia Garrison accessed the Sheriff's computerized to effect the release of Orleans Parish Defendant E by fraudulently and without authorization reducing Orleans Parish Criminal Defendant E's bail status from a bail hold to a release on recognizance (R.O.R.).
21. On or about January 29, 2010, Gilishia Garrison caused an employee of the Orleans Parish Criminal Sheriff's Office to access and alter the Sheriff's computerized system, including MOTION and MONA, thereby causing electronic files for Criminal Defendant E to indicate to all other users that Criminal Defendant E had been ordered released on an R.O.R.

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

COUNT 4
(Conspiracy to Obstruct Justice)

Beginning at a time unknown, but at least sometime in 2008, and continuing through in or about March 2014, in the Eastern District of Louisiana and elsewhere, the defendants, **RUFUS JOHNSON, JAMES JOHNSON, PERRY BECNEL, and JOSEPHINE SPELLMAN**, did knowingly and intentionally combine, conspire, confederate, and agree with

each other and with other persons, both known and unknown to the Grand Jury, to use intimidation, threaten and corruptly persuade another person, to hinder, delay, and prevent the communication to a law enforcement officer of the United States information relating to the commission or possible commission of a Federal offenses as set forth in Counts One through Three of this Indictment, in violation of Title 18, United States Code, Section 1512(b)(3); all in violation of Title 18, United States Code, Section 1512(k).

COUNT 5
(False Statements)

On or about March 20, 2012, in the Eastern District of Louisiana, the defendant, **RUFUS JOHNSON**, did willfully and knowingly make and cause to be made materially false, fictitious, and fraudulent statements and representations in a matter within the jurisdiction of a department or agency of the United States by stating to an agent of the Federal Bureau of Investigation, an agency of the United States government, that he did not write a bond after the year 1997 and that on only a very few occasions he had filled out the top portion of a bond form for Janet Smith; these statements and representations were false because, as the defendant, **RUFUS JOHNSON**, then and there knew, he had routinely written bonds, without holding a valid bail producer license, beginning a time no later than in and around 2003 and continuing through in on or about March 20, 2012, and that he had routinely filled out entire bond forms on the many occasions when he wrote bonds; all in violation of Title 18, United States Code, 1001.

COUNT 6
(False Statements)

On or about March 20, 2012, in the Eastern District of Louisiana, the defendant, **RUFUS JOHNSON**, did willfully and knowingly make and cause to be made materially false, fictitious, and fraudulent statements and representations in a matter within the jurisdiction of a department

or agency of the United States by stating to an agent of the Federal Bureau of Investigation, an agency of the United States government, that his employment consisted of cleaning and sweeping up around the office located at 538 South Broad Street; this statement and representation was false because, as the defendant, **RUFUS JOHNSON**, then and there knew, he owned and operated the bail bond business at 538 South Broad Street, and his employment consisted primarily of his illegal practice of bail bonding, not merely cleaning up the office space located at 538 South Broad Street; all in violation of Title 18, United States Code, Section 1001.

COUNT 7
(False Statements)

On or about March 20, 2012, in the Eastern District of Louisiana, the defendant, **RUFUS JOHNSON**, did willfully and knowingly make and cause to be made materially false, fictitious, and fraudulent statements and representations in a matter within the jurisdiction of a department or agency of the United States by stating to an agent of the Federal Bureau of Investigation, an agency of the United States government, that Janet Smith was his employer; this statement and representation was false because, as the defendant, **RUFUS JOHNSON**, then and there knew, he controlled and operated the bail bond business at 538 South Broad Street, and Janet Smith was his employee; all in violation of Title 18, United States Code, Section 1001.

COUNT 8
(False Statements)

On or about March 20, 2012, in the Eastern District of Louisiana, the defendant, **JAMES JOHNSON**, did willfully and knowingly make and cause to be made materially false, fictitious, and fraudulent statements and representations in a matter within the jurisdiction of a department or agency of the United States by stating to an agent of the Federal Bureau of Investigation, an agency of the United States government, that **RUFUS JOHNSON**'s job at 538 South Broad

Street was cleaning the offices, sweeping the floors, emptying the trash cans, straightening up between shift changes, and filing documents, and that **RUFUS JOHNSON** had no real authority or control; these statements and representations were false because, as the defendant, **JAMES JOHNSON**, then and there knew, **RUFUS JOHNSON** controlled all aspects of the bonding business that operated at 538 South Broad Street, and his job was not solely to clean the office; all in violation of Title 18, United States Code, Section 1001.

COUNT 9
(False Statements)

On or about December 13, 2012, in the Eastern District of Louisiana, the defendant, **JOSEPHINE SPELLMAN**, did willfully and knowingly make and cause to be made materially false, fictitious, and fraudulent statements and representations in a matter within the jurisdiction of a department or agency of the United States by stating to an agent of the Federal Bureau of Investigation, an agency of the United States government, that **RUFUS JOHNSON**'s employment consisted of cleaning and sweeping up around the office located at 538 Broad Street; this statement and representation was false because, as the defendant, **JOSEPHINE SPELLMAN**, then and there knew, **RUFUS JOHNSON**'s employment consisted primarily of his illegal practice of bail bonding, not merely cleaning up the office space located at 538 South Broad Street; all in violation of Title 18, United States Code, Section 1001.

COUNT 10
(False Statements Before a Grand Jury)

On or about March 27, 2014, in the Eastern District of Louisiana, the defendant, **JAMES JOHNSON**, while under oath and testifying in a proceeding before the Grand Jury 12-13, a Grand Jury of the United States in the Eastern District of Louisiana, knowingly did make a false material declaration, that is to say: at the time and place aforesaid the Grand Jury was conducting

an investigation to determine whether violations of Title 18, United States Code, Sections 1341, 1343, and 1349 had been committed, and to identify the persons who had committed, caused the commission of, and conspired to commit such violations.

It was material to the said investigation that the Grand Jury ascertain if **RUFUS JOHNSON** had actively participated in the negotiation of bail bonds at the business located at 538 South Broad Street, New Orleans, Louisiana.

At the time and place alleged, **JAMES JOHNSON**, appeared as a witness under oath at a proceeding before the Grand Jury, knowingly made the following declaration in response to questions with respect to the material matter alleged in this count of the indictment as follows:

Q. Who was the custodian of records for the business?

A. Rufus Johnson.

Q. Uh, Rufus Johnson?

A. Yes, Sir

Q. Okay. And what was his relationship with the company other than custodian of records?

A. Custodian of Records.

Q. He was not an owner or an operator?

A. No, he was not the owner. I was the owner.

Q. You were the owner.

A. Yes.

Q. He didn't negotiate bail bond contracts for you?

A. Bail bond contracts?

Q. Bail bonds?

A. With individuals?

Q. Yes.

A. No. The person that, the person that worked in the office did that.

Q. Okay. He didn't sign any bail bond contracts?

A. Not to my knowledge he didn't.

Q. Okay. He didn't, he didn't deal with customers, negotiate prices?

A. Not to my knowledge. I mean, not whenever I was around the business he didn't. But I mean I can't say what was going on when I wasn't there.

Q. Okay. But in terms of the actual operations of the business, negotiating bail bond contracts, signing bail bond contracts, he wasn't involved in any of that, correct?

A. Not to my knowledge, Mike, um, no.

The aforesaid underscored testimony of **JAMES JOHNSON**, as he then and there well knew and believed, was false in that, between at least the years 2003 through 2012, **RUFUS JOHNSON** had actively participated in the negotiation of bail bonds at the business located at 538 South Broad Street, New Orleans, Louisiana; all in violation of Title 18, United States Code, Section 1623.

NOTICE OF FRAUD FORFEITURE

1. The allegations of Count 1 of this Indictment 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 1341, 1343, 1349 and 981(a)(1)(D), made applicable through Title 28, United States Code, Section 2461(c).

2. As a result of the offenses alleged in Count 1 defendants, **RUFUS JOHNSON, JAMES JOHNSON, PERRY BECNEL**, and **JOSEPHINE SPELLMAN**, shall forfeit to the United States pursuant to Title 18, United States Code, Sections 1341, 1343, 1349 and 981(a)(1)(D), 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 1341, 1343 and 1349.

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, Sections 1341, 1343, 1349 and 981(a)(1)(D), made applicable through Title 28, United States Code, Section 2461(c).

**NOTICE OF INTERSTATE TRANSPORTATION
IN AID OF A RACKETEERING ENTERPRISE**

1. The allegations of Count 2 of this Indictment 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 1952 and 981(a)(1)(D), made applicable through Title 28, United States Code, Section 2461(c).

2. As a result of the offenses alleged in Count 2 defendants, **RUFUS JOHNSON and PERRY BECNEL**, shall forfeit to the United States pursuant to Title 18, United States Code, Sections 1952 and 981(a)(1)(D), 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, Section 1952.

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, Sections 1952 and 981(a)(1)(D), made applicable through Title 28, United States Code, Section 2461(c).

NOTICE OF COMPUTER FRAUD FORFEITURE

1. The allegations of Count 3 of this Indictment 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 982(a)(2)(B) and 1030(i).

2. As a result of the offenses alleged in Count 3, defendants, **RUFUS JOHNSON and PERRY BECNEL**, shall forfeit to the United States pursuant to Title 18, United States Code, Sections 982(a)(2)(B) and 1030(i), any and all property, real or personal, constituting or derived from any proceeds obtained directly or indirectly as a result of the said violations and any and all property used or intended to be used in any manner or part to commit and to facilitate the commission of said violations.

3. If any of the above described property, 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, Sections 982(a)(2)(B) and 1030(i).

NOTICE OF OBSTRUCTION OF JUSTICE FORFEITURE

1. The allegations of Count 4 of this Indictment 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 1512 and 981(a)(1)(D), made applicable through Title 28, United States Code, Section 2461(c).
2. As a result of the offenses alleged in Count 4 defendants, **RUFUS JOHNSON, JAMES JOHNSON, PERRY BECNEL**, and **JOSEPHINE SPELLMAN**, shall forfeit to the United States pursuant to Title 18, United States Code, Sections 1512 and 981(a)(1)(D), 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 1512(b)(3) and 1512(k).
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

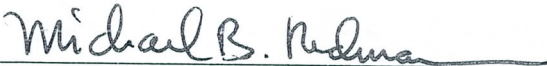
e. has been commingled with other property which cannot be subdivided without difficulty;

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, Sections 1512 and 981(a)(1)(D), made applicable through Title 28, United States Code, Section 2461(c).

A TRUE BILL:

FOREPERSON



MICHAEL B. REDMANN
Assistant United States Attorney
Louisiana Bar Number 31929



MARK A. MILLER
Assistant United States Attorney
Missouri Bar Number 30488

New Orleans, Louisiana
October 31, 2014