Volume 3 of 3, Part C
VIII. EXHIBITS ADMITTED
(IN NUMERICAL ORDER)

AUTHENTICATED
U.S. GOVERNMENT
INFORMATION
GPO

1866

FILED
U.S. DISTRICT COURT
EASTERN DISTRICT OF LA
2004 MAR 18 PM 12:00
LORETTA G. WHYTE
CLERK

U.S. Department of Justice

Eastern District of Louisiana
U. S. Attorney's Office

Michael W. Magner
Assistant United States Attorney
Organized Crime Strike Force

Hale Boggs Federal Building
501 Magazine Street, Second Floor
New Orleans, LA 70130

Telephone #. (504) 680-3103
Fax # (504) 589-4393

February 20, 2004

The Honorable George P. Kazen
United States District Judge
Southern District of Texas
1300 Matamoros Street
Laredo, Texas 78040

Re: United States v. Louis M. Marcotte
Criminal Docket No. 04-061 GPK

Dear Judge Kazen:

In compliance with the holding of Bryan v. United States, 492 F.2d 775 (1974) and with Rule 11 of the Federal Rules of Criminal Procedure, the Government wishes to acknowledge the following agreement between the United States of America and Louis M. Marcotte, the defendant in the above-captioned proceeding. Defendant's undersigned counsel has reviewed the terms of this Agreement; counsel for Marcotte has been advised by the defendant that the defendant fully understands the terms of this agreement.

A. THE CHARGES

The Government has agreed that the defendant will be charged in a Bill of Information with one count of conspiracy to violate the Racketeering Influenced and Corrupt Organizations Act ("RICO") in violation of 18 U.S.C. § 1962, premised upon predicate crimes of: a) mail fraud involving the deprivation of the honest services of public officials in violation of Title 18 U.S.C. § § 1341 and 1346; and b) public bribery in violation of Louisiana State Law. The Government has further agreed that it will allow the defendant to plead guilty to this charge if this agreement is accepted by the Court and that it will not bring any other criminal charges against the defendant in the Eastern District of Louisiana regarding activities which relate to the defendant's participation in the activities set forth in the Bill of Information, or which are disclosed to the Government in the defendant's cooperation with the Government in response to questions they pose.

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HP Exhibit 71(b)

As further consideration for defendant Louis Marcotte's guilty plea, the Government agrees that it will not bring any charges against Lisa Marcotte which relate to her participation in the activities set forth in the Bill of Information, or which are disclosed to the Government in Lisa Marcotte's cooperation with the Government, provided Lisa Marcotte agrees to cooperate fully and submit to a permanent revocation of any bail bond license she may hold.

The Government further agrees that it will not bring any charges against Reggie Marcotte which relate to his participation in the activities set forth in the Bill of Information, or which are disclosed to the Government in Reggie Marcotte's cooperation with the Government, provided Reggie Marcotte: a) agrees to cooperate fully; b) submits to a permanent revocation of any bail bond license he may hold, and c) successfully participates in a Pre-Trial Diversion supervised by the United States Pre-Trial Services Office.

The defendant agrees to plead guilty to a Bill of Information, and waives his right to be charged in any other fashion.

The parties stipulate that the defendant's total offense level is 25, his criminal history category is I, and his sentencing guideline range is 57 to 71 months, as determined by the United States Sentencing Guidelines ("USSG") (2002 edition). The parties have made this determination after due consideration of the appropriate sentencing guidelines and all appropriate sentencing adjustments. Therefore, the parties stipulate that defendant should be sentenced to between 57 to 71 months imprisonment. The parties further stipulate pursuant to Federal Rule of Criminal Procedure 11(c)(1)(C), that in the event this plea agreement is accepted by the Court, this stipulation is binding.

In the event the Court does not accept this stipulation and states that a sentence in excess of 71 months is justified, pursuant to Federal Rule of Criminal Procedure 11(c)(5), defendant shall be afforded the opportunity to withdraw from the plea. In the event the Court does not accept this stipulation and states that for reasons other than as provided by Paragraph G of this Plea Agreement relating to substantial assistance a sentence of less than 57 months is justified, the Government shall be afforded the opportunity to withdraw from the plea.

B. MAXIMUM PENALTIES

The defendant further understands that the statutory maximum penalty is a term of imprisonment of up to twenty years and/or a fine of $250,000 or an alternative fine of twice the gross gain to the defendant or twice the gross loss to any victim.

The parties acknowledge, however, that defendant will forfeit the sum of $250,000.00 as enumerated in paragraph H, and that this sum should be given consideration by the Court towards satisfying defendant's fine obligation, if any. The parties acknowledge that neither this nor any other recommendation to the Court as to sentencing binds the Court.

It also is understood that the Court must order restitution to any victim in this case under the provisions of 18 U.S.C. § 3663, if the Court finds it appropriate to do so. The defendant agrees that any restitution imposed will be non-dischargeable in any bankruptcy proceeding and that defendant will not seek or cause to be sought a discharge or a finding of dischargeability as to the restitution obligation.

C. SPECIAL ASSESSMENT

Further, the defendant understands that a mandatory special assessment fee of $100 per count shall be imposed under the provisions of 18 U.S.C. § 3013. This special assessment must be paid on the date of sentencing.

D. SUPERVISED RELEASE TERM

The defendant further understands that the Court, in imposing a sentence of a term of imprisonment, may include as part of the sentence a requirement that the defendant be placed on a term of supervised release after imprisonment for a period of up to three years pursuant to 18 U.S.C. § 3583. Supervised release is a period following release from prison during which defendant's conduct will be monitored by the Court or the Court's designee. Defendant fully understands that if defendant violates any of the conditions of supervised release that the Court has imposed, defendant's supervised release may be revoked and defendant may be ordered by the Court to serve in prison all or part of the term of supervised release.

E. WAIVER OF APPEAL

Except as otherwise provided in this paragraph, the defendant hereby expressly waives the right to appeal his sentence on any ground, including but not limited to any appeal right conferred by 18 U.S.C. § 3742 on the defendant, and the defendant further agrees not to contest his sentence in any post-conviction proceeding, including but not limited to a proceeding under 28 U.S.C. § 2255. The defendant, however, reserves the

right to appeal the following: (a) any punishment imposed in excess of the statutory maximum, and (b) any punishment to the extent it constitutes an upward departure from the appropriate sentencing guidelines.

F. HYDE AMENDMENT

The defendant agrees to waive any right to seek attorney's fees and/or litigation expenses under the "Hyde Amendment," 18 U.S.C. § 3006A and the defendant acknowledges that the Government's position in the instant prosecution was not vexatious, frivolous or in bad faith.

G. DEFENDANT'S FULL AND TRUTHFUL COOPERATION

This plea agreement is predicated upon the fact that the defendant agrees to submit to interviews whenever and wherever reasonably requested by law enforcement authorities. The defendant understands he must be completely truthful. The defendant also agrees to appear before any grand jury or trial jury and to testify truthfully. The defendant agrees neither to implicate anyone falsely nor to exculpate or protect anyone falsely. The defendant understands if he is not truthful, or withdraws from, or materially breaches this Agreement, said Agreement will be null and void, and notwithstanding any other provision of this agreement, the defendant may be prosecuted for perjury or making false statements, as well as any other appropriate charges and any statements he has made can be used against him. Defendant further acknowledges that the aforementioned penalties apply fully to any material misrepresentation or omission in the Financial Statement he is obligated to provide pursuant to the provisions of paragraph H, infra.

The defendant further agrees, subject to Court approval, to a delay of his sentencing date until the completion of his cooperation, including his testimony in any trial(s).

In consideration of the defendant's willingness to acknowledge his guilt and accept responsibility for his wrongful conduct in compliance with the aforementioned conditions, the Government agrees that it will do the following:

1. The Government will bring to the attention of all federal courts, prosecutors and Probation Officers of any cooperation rendered to law enforcement by the defendant. However, the defendant's cooperation does not automatically require the Government to request a departure from the sentencing guidelines for substantial assistance to the Government. That decision will be made by the Government, in its sole discretion, after it evaluates the cooperation. If the Government decides to file a motion that the Court may depart pursuant to USSG § 5K1.1 of the sentencing guidelines, the Government will file a motion at a time determined by the Government,

and only after the Government evaluates the entire cooperation of the defendant. The defendant understands the motion could be filed prior to or at sentencing. After sentencing, any such motions would be governed by Rule 35 of the Federal Rules of Criminal Procedure.

2. The Government also agrees that any statements or testimony given by the defendant, as of and after the date of this letter, pursuant to questions asked by law enforcement agents or prosecutors as a result of this agreement, will not be used against him, including in connection with sentencing under USSG § 1B1.8. However, all parties understand that the United States may make derivative use of such statements or testimony and may pursue investigative leads therefrom, and will not be required at any time to prove an independent source at any Kastigar or other hearing held thereon. This agreement not to use statements or testimony does not apply to crimes of violence. Further, the defendant fully understands that should he commit perjury or give false statements to federal agents, such statements and testimony can be used, and he faces additional charges involving false statements and perjury.

H. FORFEITURE

The defendant agrees to forfeit and give to the United States prior to the date of sentencing any right, title and interest which the defendant may have in any assets or interest in assets, including the property commonly known as the "Blue House," 217 Derbigny Avenue, Gretna, Louisiana, or at the sole discretion of the Government, the fair market value of said property, plus an additional sum in cash necessary to result in a total forfeiture to the Government of $250,000. To the extent that any forfeiture, are paid by Lori Marcotte, the amount of any such payments will reduce the total forfeiture owed by defendant. The Government agrees that out of the forfeited sums, it will consider for reimbursement bona fide claims of legitimate Governmental entities and regulatory agencies for sums adjudged as owed to them by defendant and/or Bail Bonds Unlimited, Inc.

The defendant further agrees to submit to interviews whenever and wherever requested by law enforcement authorities regarding all assets within his possession or those assets transferred or sold to or deposited with any third party as outlined within the preceding paragraph. It is also understood that defendant will fully cooperate in providing any and all financial information and documentation, agrees to voluntarily execute a complete , accurate, and thorough Financial Statement, Form OBD-500 within 90 days.

I. MISCELLANEOUS PROVISIONS

1. The defendant agrees to surrender immediately his bail bond and other insurance licenses issued by the State of Louisiana and any other state and/or agree to permanent revocation of said licenses.

2. The defendant further agrees that following a reasonable period of time not to exceed ninety days, as determined by the Louisiana Commissioner of Insurance, to liquidate and wind down the affairs of Bail Bonds Unlimited, Inc. The defendant further agrees that he will never engage in the bail bonding business.

3. The aforementioned period of time to liquidate and wind down the affairs of BBU is intended to allow for an orderly disposition of assets, the administration of pending bail bonds, and the capture of any fugitives. Under no circumstances will the defendant write any new bail bonds whatsoever in perpetuity, directly or indirectly.

4. Defendant reserves his right to litigate all civil disputes with Amwest and/or its successors in interest.

PLEA AGREEMENT LOUIS MARCOTTE
Page 7

J. NO SIDE AGREEMENTS

The defendant understands that the statements set forth above represent defendant's entire agreement with the Government. There are not any other agreements, letters, or notations that will affect this agreement.

Very truly yours,

JIM LETTEN
United States Attorney

MICHAEL W. MAGNER
Assistant United States Attorney

SALVADOR PERRICONE
Assistant United States Attorney

WILLIAM P. GIBBENS
Assistant United States Attorney

MICHAEL M. SIMPSON
Assistant United States Attorney

Richard Westling, Esq.
Attorney for the Defendant

Martin Regan
Attorney for the Defendant

Louis M. Marcotte
Defendant

3/2/04
DATE

FILED
U.S. DISTRICT COURT
EASTERN DISTRICT OF LA
2004 MAR 18 PM 12:00
LORETTA G. WHYTE
CLERK

U.S. Department of Justice

Eastern District of Louisiana
U. S. Attorney's Office

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Assistant United States Attorney
Organized Crime Strike Force

Hale Boggs Federal Building
501 Magazine Street, Second Floor
New Orleans, LA 70130

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March 18, 2004

The Honorable George P. Kazen
United States District Judge
Southern District of Texas
1300 Matamoros Street
Laredo, Texas 78040

Re: United States v. Louis M. Marcotte
Criminal Docket No. 04-061 GPK

Dear Judge Kazen:

In compliance with the holding of Bryan v. United States, 492 F.2d 775 (1974) and with Rule 11 of the Federal Rules of Criminal Procedure, the Government wishes to acknowledge the following addendum to the plea agreement between the United States of America and Louis M. Marcotte, the defendant in the above-captioned proceeding.

K. PROSECUTION BY JEFFERSON PARISH DISTRICT ATTORNEY

The parties acknowledge that as reflected by the attached correspondence from the United States Attorney dated March 9, 2004 and from the District Attorney for the Parish of Jefferson, State of Louisiana dated March 17, 2004, that the District Attorney has agreed to forego prosecution of the defendant to the extent expressly stated by the District Attorney.

Very truly yours,

JIM LETTEN
United States Attorney

MICHAEL W. MAGNER
Assistant United States Attorney

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HP Exhibit 71(c)

SALVADOR PERRICONE
Assistant United States Attorney

WILLIAM P. GIBBENS
Assistant United States Attorney

MICHAEL M. SIMPSON
Assistant United States Attorney

Richard Westling, Esq.
Attorney for the Defendant

Martin Regan
Attorney for the Defendant

Louis M. Marcotte
Defendant

March 18th 2004
DATE

U.S. Department of Justice

Eastern District of Louisiana
U. S. Attorney's Office

Jim Letten
United States Attorney

Hale Boggs Federal Building
500 Poydras Street, Second Floor
New Orleans, LA 70130

Telephone # : (504) 680-3000
Fax # : (504) 589-4978

March 9, 2004

Honorable Paul Connick
District Attorney
Parish of Jefferson
200 Derbigny Street
Gretna, Louisiana 70053

Re: United States v. Louis M. Marcotte and Lori Marcotte

Dear Mr. Connick:

We understand that counsel for Louis Marcotte and Lori Marcotte have requested that you agree to forebear prosecution against their clients in your jurisdiction for the crimes and conduct arising out of the federal investigation of their activities in operating Bail Bonds Unlimited, Inc. We have no objection to your agreeing to do so, and, in fact, request that you defer to this office in this regard.

More specifically, we ask that you agree to forego state prosecution of Louis Marcotte and Lori Marcotte for conduct relating to their participation in the activities set forth in the Bill of Information, or which are disclosed to federal authorities in the course of the Marcottes' cooperation with federal authorities. Any such agreement on your part would, of course, not extend to crimes of violence.

As always, we greatly appreciate your substantial assistance in achieving a just and successful resolution of this matter.

Respectfully,

JIM LETTEN
UNITED STATES ATTORNEY

PAUL D. CONNICK, JR.
DISTRICT ATTORNEY
TWENTY-FOURTH JUDICIAL DISTRICT
PARISH OF JEFFERSON
STATE OF LOUISIANA

STEPHEN T. WIMBERLY
FIRST ASSISTANT
DISTRICT ATTORNEY

COURTHOUSE ANNEX
GRETNA, LA 70053
PHONE: (504) 368-1020
FAX: (504) 368-4562

March 17, 2004

Honorable Jim Letten
United States Attorney
Hale Boggs Federal Building
500 Poydras Street, Second Floor
New Orleans, LA 70130

Re: United States v. Louis M. Marcotte and Lori Marcotte

Dear Mr. Letten:

I am in receipt of your letter of March 9, 2004 regarding the above referenced matter. Pursuant to your request, my office agrees to forego the prosecution of Louis Marcotte and Lori Marcotte for conduct relating to their participation in the activities set forth in the Bill of Information filed in this matter, or which is disclosed to federal authorities in the course of the Marcottes' cooperation with federal authorities. As you noted, this agreement does not extend to any crimes of violence.

Very truly yours,

PAUL D. CONNICK, JR.
DISTRICT ATTORNEY

PDCjr/jjs

FILED
U.S. DISTRICT COURT
EASTERN DISTRICT OF LA
2004 MAR 18 PM 12:00
LORETTA G. WHYTE
CLERK

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

UNITED STATES OF AMERICA	*	**CRIMINAL NO: 04-061**
v.	*	**SECTION: "GPK"**
LOUIS M. MARCOTTE, III	*	

* * *

FACTUAL BASIS

If this case had gone to trial, the government would have proved the following beyond a reasonable doubt through competent evidence:

A. Bail Bonds Unlimited, Inc. (hereinafter "BBU") was a bail bonds company licensed and regulated by the Louisiana Department of Insurance (hereinafter "DOI") and engaged in the business of insurance, whose activities affected interstate commerce. From 1991 until 2004, BBU provided commercial surety bail bonds for individuals who had been arrested for crimes in Jefferson Parish, Louisiana and elsewhere. BBU was the largest bail bonding company in Jefferson Parish, Louisiana, with over ninety percent of the bail bond market.

B. **LOUIS M. MARCOTTE, III** (hereinafter "**MARCOTTE**") was a bail bond agent and the President of BBU.

C. **MARCOTTE**, BBU, and others comprised an enterprise, which engaged in, and the activities of which affected, interstate commerce. **MARCOTTE** and other individuals associated with the enterprise conspired together and with other persons to conduct and participate, directly or

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indirectly, in the conduct of the affairs of the enterprise through a pattern of Racketeering activity consisting of multiple acts involving public bribery and mail fraud.

D. The purpose of **MARCOTTE** and other individuals associated with the enterprise was to maximize BBU's and **MARCOTTE**'s own profits from writing bail bonds in Jefferson Parish and elsewhere through the corruption of and attempts to corruptly influence certain sheriff's deputies and judges and the defrauding of Amwest Surety Insurance Company (hereinafter "Amwest"), among other things. In particular, **MARCOTTE** and others would give and offer to give, directly or indirectly, things of value to public officers, including certain Jefferson Parish judges and sheriff's deputies, with the intent to influence the conduct of those public officers in relation to their position, employment, and duty.

E. In return for things of value given by **MARCOTTE** and BBU, certain Jefferson Parish judges would make themselves available to BBU; quickly respond to the requests of BBU; and set, reduce, increase, and split bonds to maximize BBU's profits, minimize BBU's liability, and hinder BBU's competition. Likewise, in return for things of value, certain Jefferson Parish Sheriff's Office (hereinafter "JPSO") Deputies gave BBU preferential treatment at the Jefferson Parish jail to maximize BBU's profits and hinder its competition.

F. In addition, **MARCOTTE** and others would use the United States mails and other private interstate carriers to process BBU bonds which had been corruptly obtained, to disguise cash payments as campaign contributions, and to defraud Amwest.

G. Moreover, **MARCOTTE** and others defrauded Amwest by using the mails and private interstate carriers to fraudulently obtain funds from the Build-up Fund (hereinafter "BUF"), an account which was to be used to reimburse Amwest for any bond forfeitures it paid on behalf of BBU relative to criminal defendants who failed to appear in court.

H. To accomplish the above mentioned goals, **MARCOTTE** and others committed and caused others to commit the following acts in the Eastern District of Louisiana, and elsewhere:

1. Corruption of Judge Ronald D. Bodenheimer

a. Beginning at a date unknown and continuing until in or about June 2002, **MARCOTTE** provided Judge Ronald D. Bodenheimer (hereinafter "Bodenheimer") with gifts, meals, and other things of value. In return, Bodenheimer was available to BBU; quickly responded to the requests of BBU; and set, reduced, increased, and split bonds to maximize BBU's profits, minimize BBU's liability, and hinder BBU's competition.

b. In or about July 1999, BBU paid for a hotel room and show tickets for Bodenheimer and his wife at a casino in Biloxi, Mississippi.

c. In or about March 2000, **MARCOTTE** hired Bodenheimer's daughter to work at BBU. In the Fall of 2001, at Bodenheimer's request, BBU began to pay for Bodenheimer's daughter's health insurance.

d. In or about April 2000, **MARCOTTE** hired Bodenheimer's stepson to work at BBU.

e. In or about June 2000, at a conference in Destin, Florida, a BBU employee chartered a boat trip for Bodenheimer, several other judges, and their families. During the same conference, **MARCOTTE** hosted a party for Bodenheimer and several other judges.

f. In or about 2000 and 2001, a relative of Bail Bondsman #1 provided free labor for repairs and renovations of Bodenheimer's home.

g. In October 2000, at BBU's request, Bodenheimer set a $25,000.00 bond for a defendant who had been arrested as a fugitive.

h. In October 2000, at BBU's request, Bodenheimer split two bonds on a defendant, reducing one from a $100,000.00 commercial bond into a $10,000.00 commercial bond

and a $90,000.00 personal surety bond. Bodenheimer reduced the other from a $200,000.00 commercial bond into a $20,000.00 commercial bond and a $180,000.00 personal surety bond.

i. On or about November 6, 2000, BBU began to pay for health insurance for Bodenheimer's son.

j. On or about April 6, 2001, **MARCOTTE** bought drinks and dinner for Bodenheimer, Judge A, several other judges, and several of the judges' family members at a casino in Biloxi, Mississippi.

k. In June 2001, at BBU's request, Bodenheimer set a $50,100.00 commercial bond and a $175,000.00 personal surety bond on a defendant for the offense of attempted first degree murder.

l. On or about October 21, 2001, at BBU's request, Bodenheimer set a $15,000.00 commercial bond on a defendant who was a fugitive from Texas. Notwithstanding the bond amount set by Bodenheimer, BBU charged the defendant for a $20,000.00 bond.

m. On or about October 29, 2001, at BBU's request, Bodenheimer split a $100,000.00 bond on a defendant who had been arrested for attempted second degree murder into a $25,000.00 commercial bond and a $75,000.00 personal surety bond.

n. On January 24, 2002, **MARCOTTE**, along with Bail Bondsman #1 and another BBU employee, bought lunch for Bodenheimer, Judge A, and another judge at a restaurant in Gretna, Louisiana, at a cost in excess of $300.00.

o. On March 11, 2002, **MARCOTTE** bought lunch and drinks for Bodenheimer and another judge at a restaurant in New Orleans at a cost in excess of $400.00.

p. Beginning in or about 2000 and continuing until in or about 2002, **MARCOTTE** discussed with Bodenheimer investment and/or partnership opportunities in several businesses. Some of these offers included financial arrangements in which **MARCOTTE** would disguise Bodenheimer's interest in the business venture.

q. Between September 2000 and June 2002, at BBU's request, Bodenheimer split approximately 350 bonds and set approximately 450 bonds.

2. Corruption of Judge A

a. Beginning on a date unknown and continuing until 2004, **MARCOTTE** provided Judge A with cash payments, gifts, meals, and other things of value. In return, Judge A was available to BBU; quickly responded to the requests of BBU; and set, reduced, increased, and split bonds to maximize BBU's profits, minimize BBU's liability, and hinder BBU's competition.

b. From a date unknown through 2001, BBU furnished parking spaces free of charge for Judge A's secretary and staff. In fact, on or about September 4, 2001, when an employee of another judge attempted to take two of Judge A's spaces, an employee of BBU reassured Judge A's secretary that **MARCOTTE** had given 4 parking spaces to Judge A's staff. Later that day, the BBU employee stated that **MARCOTTE** gave Judge A's staff the parking spaces because Judge A "is very good to us."

c. In April 2001, at BBU's request, Judge A set a $100,000.00 commercial bond and $250,500.00 personal surety bond for a defendant.

d. On or about September 14, 2001, a BBU employee called Judge A concerning a bond for a defendant. The BBU employee told Judge A that the defendant's family was able to post a $10,000.00 commercial bond. The defendant had been arrested on September 5, 2001 for drug and firearms charges. On September 17, 2001, Judge A split the defendant's bond into a $10,000.00 commercial bond and a $15,000.00 personal surety bond. After being released on the bond set by Judge A, the defendant was arrested on September 29, 2001 for bond violations and again on December 8, 2001 for possession and distribution of crack cocaine. On or about December

12, 2001, at the request of BBU, Judge A signed another bail order releasing the same defendant on an $8,000.00 commercial bond and a $22,000.00 personal surety bond.

e. In September 2001, a BBU employee called Judge A concerning a bond for a defendant. The BBU employee told Judge A that the defendant could afford a $5,000.00 commercial bond. Judge A set the bond that BBU requested, and the defendant was released later that evening.

f. On or about October 19, 2001, Bail Bondsman #1 and Judge A played golf together. During the golf game, a BBU employee called Bail Bondsman #1 to ask if Judge A would sign several bonds. Later that day, Judge A set a $125,000.00 commercial bond and a $396,500.00 personal surety bond for one defendant and a $10,000.00 commercial bond and a $10,000.00 personal surety bond for another defendant.

g. On October 21, 2001, **MARCOTTE** told Bail Bondsman #1, "I know we wrote a lot of freaking bail." Bail Bondsman #1 told **MARCOTTE**, "Friday out on the golf course with the judge [Judge A], I did about $250,000.00 for the uh, uh, Gretna house." Later in the conversation, Bail Bondsman #1 and **MARCOTTE** discussed giving Judge A cash but writing on the envelope "[Judge A] Campaign Fund." Although **MARCOTTE** stated that a cash gift was "completely legal," he further stated, "We need to watch . . . what we say on the phone 'cause we're saying, saying, ah, . . . I'm more worried about the office phone but maybe mine too . . . ." Bail Bondsman #1 then stated, ". . . what we saying, there ain't nothing wrong. I just want to make sure I can give cash. If a man asks for cash for his fundraiser, I want to give cash . . . ." **MARCOTTE** and Bail Bondsman #1 further discussed giving "five."

h. On October 22, 2001, at the direction of **MARCOTTE**, Bail Bondsman #1 gave Judge A $5,000.00 in cash. On October 23, 2001, Judge A deposited $1,500.00 in cash into his personal bank account. On October 31, 2001, Judge A deposited $720.00 in cash into his personal bank account.

i. On November 30, 2001, Judge A and Bail Bondsman #1 played golf together. The same day, Judge A set a $2,000.00 commercial bond for one defendant and a $20,000.00 commercial bond and a $60,000.00 personal surety bond for another defendant, all at the request of BBU.

j. On December 4, 2001, Bail Bondsman #1 bought lunch for Judge A at a restaurant in Gretna, Louisiana. The same day, at the request of BBU, Judge A set a $10,000.00 commercial bond and a $31,500.00 personal surety bond on a defendant.

k. On December 6, 2001, Bail Bondsman #1 bought lunch for Judge A at a restaurant in Gretna, Louisiana. The same day, at BBU's request, Judge A set a $30,000.00 commercial bond and a $110,000.00 personal surety bond on a defendant.

l. On December 18, 2001 BBU paid for a Christmas luncheon for Judge A's staff at a restaurant in New Orleans, Louisiana in an amount in excess of $700.00. BBU also furnished the liquor for another Christmas party hosted by Judge A.

m. On January 8, 2002, Bail Bondsman #1 and Judge A played golf together. The same day, at BBU's request, Judge A set a $25,000.00 commercial bond and a $33,000.00 personal surety bond for a defendant.

n. On February 12, 2002, Bail Bondsman #1 cashed out $200.00 from BBU for "entertainment" for Judge A. The next day, Bail Bondsman #1 and Judge A played golf in Pass Christian, Mississippi. On February 15, 2002, Judge A deposited $200.00 cash into his personal checking account.

o. On February 13, 2002, at the request of BBU, Judge A set a $4,000.00 commercial bond and a $6,000.00 personal surety bond for a defendant.

p. On April 3, 2002, in Judge A's chambers, Bail Bondsman #1 pulled an envelope containing $5,000.00 in cash out of his pants pocket and handed it to Judge A saying, "Coming to deliver on my promise." Judge A responded, "Appreciate it." Bail Bondsman #1 further

stated, "Put that away somewhere." On August 20, 2002, Judge A wrote a check from his personal checking account to BBU in the amount of $5,000.00 and a second check from his personal checking account to Bail Bonds, Inc. for $5,000.00. Both checks were mailed to Bail Bondsman #1.

q. Between September 2000 and December 2002, at BBU's request, Judge A split approximately 140 bonds and set approximately 268 bonds.

3. Attempts to Corruptly Influence Certain Other 24th JDC Judges

Beginning at a date unknown and continuing until 2004, **MARCOTTE** provided certain other 24th JDC Judges with things of value. In return, these judges were available to BBU; quickly responded to the requests of BBU; and set, reduced, increased, and split bonds to maximize BBU's profits, minimize BBU's liability, and hinder BBU's competition.

4. Corruption of Certain Sheriff's Deputies

a. Beginning at a date unknown, but before 1998, and continuing until the present date, **MARCOTTE** and other BBU employees would provide things of value to Jefferson Parish Sheriff's Office (hereinafter "JPSO") Deputies in order to obtain preferential treatment from the deputies at the Jefferson Parish jail.

b. Beginning at a date unknown but prior to 1991 and continuing until 2004, **MARCOTTE** and other employees of BBU made cash payments to Deputy #1 and Deputy #2 in amounts ranging from $20.00 to $200.00 per occurrence.

c. Beginning on a date unknown and continuing until 2004, **MARCOTTE** and other employees of BBU frequently purchased meals for JPSO Deputies while they were on duty at the Intake and Booking Section of the Jefferson Parish jail.

d. Between 1995 and 1997, **MARCOTTE** paid for two JPSO Deputies to take a trip to Las Vegas, Nevada.

e. In or about 1997, a BBU employee gave Deputy #2 and several other deputies watches that **MARCOTTE** had purchased on a trip to New York, New York.

f. In or about 1997, **MARCOTTE** provided a JPSO Deputy assigned to the Intake and Booking Section of the Jefferson Parish jail with the use of a vehicle at no charge. Later that year, **MARCOTTE** purchased a grey Nissan Maxima for that deputy at a cost of approximately $1,800.00.

g. In or about 1998, at the direction of **MARCOTTE**, a BBU employee gave Deputy #2 $1,600.00 in cash so that Deputy #2 could purchase handguns for himself and several other JPSO deputies.

h. Between 1998 and 2000, **MARCOTTE** purchased automobile tires for Deputy #2.

i. Beginning on or about January 18, 1999 and continuing until the present, **MARCOTTE** and BBU employed the son of Deputy #3 in order to curry favor with Deputy #3.

j. In 1999, at the direction of **MARCOTTE**, a BBU employee bought meals for Deputy #2 and several other deputies on numerous occasions at a restaurant on Lapalco Boulevard.

k. In or about December 2001, a BBU employee gave Deputy #2 $130.00 in cash to take several JPSO Deputies out for drinks at a restaurant in New Orleans.

l. On February 12, 2002, **MARCOTTE** called Deputy #2 to discuss **MARCOTTE**'s concern about competition from a former BBU employee. Deputy #2 told **MARCOTTE** that he would tell the JPSO deputies not to accept anything from the former BBU employee.

m. Beginning on February 20, 2002, and continuing until August 21, 2002, BBU paid for a cellular telephone for Deputy #3 at a total cost exceeding $700.00.

n. On March 9, 2002, **MARCOTTE** and Bail Bondsman #2 had a conversation in which Bail Bondsman #2 explained that he had been paying Deputy #2 $100.00 a

week. Bail Bondsman #2 stated, "I have to go outside and tell you this. I had to get, um, [Deputy #2] a hundred dollars. That alright, huh?" **MARCOTTE** asked, "For what?" Bail Bondsman #2 responded, "Because Lori told me to do it every week."

o. Beginning in or about May 2000 and continuing through 2002, **MARCOTTE** paid JPSO Lieutenant Guy Maynard Crosby approximately $1,000.00 per month and provided the unlimited use of a cellular telephone in order to influence Crosby to illegally use the National Crime Information Center's computer data base to locate and identify fugitives released on bail bonds written by BBU to facilitate their apprehension and thereby obviate costly bond forfeitures which inured to the financial benefit of BBU and/or **MARCOTTE**.

5. The Fraud Against Amwest

a. In or about December 1999, **MARCOTTE** and others sought to withdraw approximately $650,000.00 from the BUF account held in trust with Amwest in order to expand his bail bond business to other states. To do so, Amwest required **MARCOTTE** to substitute real property having equity of approximately $650,000.00 to collateralize the BUF.

b. On or about December 20, 1999, **MARCOTTE** and others mailed a letter to Amwest enclosing a fraudulent real estate appraisal dated December 16, 1999 on his personal residence indicating it was worth approximately $800,000.00 when in fact **MARCOTTE** and others well knew that it was worth significantly less than $800,000.00. Additionally, **MARCOTTE** and others, in the same mailing, sent Amwest an Act of Mortgage for $700,000.00 on his personal residence knowing that the actual unencumbered value of his residence was significantly less, all designed to induce Amwest to release approximately $500,000.00 from the BUF to BBU.

c. On or about December 28, 1999, Amwest mailed a letter enclosing a check made payable to BBU in the sum of $400,000.00. This letter further referenced an earlier

disbursement by Amwest in the form of a $100,000.00 check dated December 6, 1999 made payable to BBU. **MARCOTTE** and others deposited those checks into the accounts of BBU.

d. On or about December 29, 1999, **MARCOTTE** and others mailed a letter through a private interstate carrier to Amwest enclosing a fraudulent real estate appraisal dated December 29, 1999 on real property located at 1708 Williams Boulevard, Kenner, Louisiana indicating it was worth approximately $146,000.00 when in fact, **MARCOTTE** and others well knew it was worth significantly less than the appraised value. Additionally, **MARCOTTE** and others, in the same mailing, sent Amwest an Act of Mortgage for $150,000.00 on 1708 Williams Boulevard, Kenner, Louisiana, knowing that the actual value of this property was significantly less, all designed to further induce Amwest to release approximately $150,000.00 from the BUF to BBU.

e. On or about January 4, 2000, Amwest mailed a check payable to BBU in the sum of $150,000.00 to **MARCOTTE** which was thereafter deposited into the account of BBU.

f. In or about May of 2001, **MARCOTTE** and others, knowing that Amwest was experiencing significant financial difficulties and fearing that his personal residence would be entangled in a protracted insurance liquidation proceeding in another state, devised a scheme to release his personal residence as collateral to the BUF. This scheme included the substitution of other real estate of inferior value to his personal residence as collateral.

g. On or about May 31, 2001, **MARCOTTE** and others mailed a letter to Amwest enclosing a fraudulent real estate appraisal dated May 24, 2001 on real property located at 415-417 Derbigny Street, Gretna, Louisiana indicating it was worth approximately $180,000.00 when in fact **MARCOTTE** and others well knew it was worth significantly less than the stated appraised value. Additionally, **MARCOTTE** and others, in the same mailing, enclosed another fraudulent real estate appraisal dated March 25, 2001 on real property located at 418-420 South Broad Street, New Orleans, Louisiana indicating that it was worth approximately $275,000.00 when

in fact **MARCOTTE** and others well knew it was worth significantly less than the stated appraised value as it had suffered serious and devaluing fire damage on or about June 28, 2000. Moreover, in this mailing, **MARCOTTE** and others enclosed fraudulent mortgage and real estate security instruments securing these properties in favor of Amwest, all designed to deceive Amwest into believing that it had received substituted collateral for **MARCOTTE**'s personal residence of equal or greater value.

h. On or about June 7, 2001, **MARCOTTE** and others mailed a letter through a private interstate carrier enclosing fraudulent mortgage and security instruments on 415-417 Derbigny Street, Gretna, Louisiana and 418-420 South Broad Street, New Orleans, Louisiana in favor of Amwest indicating that these security instruments had been recorded in the official mortgage records for Jefferson and Orleans Parishes respectively, all the while knowing that **MARCOTTE** and others had cancelled or never filed these security instruments. Federal Express records confirm that BBU sent a mailing to Amwest on or about June 7, 2001, and Amwest received the original letter and mortgage documents on or about the same date.

i. The actions of Marcotte and others caused no actual loss at the time of the transactions but created a risk of future loss to Amwest by substituting collateral of lesser value. The extent of actual loss, if any, to Amwest depends on the nature and extent of any liabilities due Amwest from Marcotte.

LOUIS M. MARCOTTE, III
Defendant

RICHARD WESTLING
Attorney for the Defendant
Louisiana Bar Roll No. 20027

Louis M. Marcotte, III
Factual Basis
Page 13

MARTIN REGAN
Attorney for the Defendant
Louisiana Bar Roll No.

JIM LETTEN
UNITED STATES ATTORNEY
Louisiana Bar Roll No. 8517

JAN MASELLI MANN
First Assistant United States Attorney
Chief, Criminal Division
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Chief, Strike Force
Louisiana Bar Roll No. 10515

MICHAEL W. MAGNER
Assistant United States Attorney
Chief, Violent Crimes Unit
Louisiana Bar Roll No. 1206

MICHAEL SIMPSON
Assistant United States Attorney
Louisiana Bar Roll No. 12299

WILLIAM P. GIBBENS
Assistant United States Attorney
Louisiana Bar Roll No. 27225

New Orleans, Louisiana
March 2, 2004

AO 245B (Rev. 06/05) Judgment in a Criminal Case
Sheet 1

UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF LOUISIANA

UNITED STATES OF AMERICA
V.
LOUIS M. MARCOTTE, III

JUDGMENT IN A CRIMINAL CASE

Case Number: 04-61-001 "GPK"

USM Number: 28833-034

Richard Westling, and Martin Regan, Jr.
Defendant's Attorney

FILED
U.S. DISTRICT COURT
EASTERN DISTRICT OF LA
2006 SEP -8 A 10:58
LORETTA G. WHYTE
CLERK

Social Security No.: xxx-xx-6609

THE DEFENDANT:

☑ pleaded guilty to count(s) 1 of the Bill of Information on March 18, 2004.

☐ pleaded nolo contendere to count(s) which was accepted by the court.

☐ was found guilty on count(s) after a plea of not guilty.

The defendant is adjudicated guilty of these offenses:

Title & Section	Nature of Offense	Count
18 U.S.C. §1962 and 1963	Conspiracy to Operate an Enterprise Through a Pattern of Racketeering Activity	1

The defendant is sentenced as provided in pages 2 through 6 of this judgment. The sentence is imposed pursuant to the Sentencing Reform Act of 1984.

☐ The defendant has been found not guilty on count(s) _____

☐ Count(s) is/are dismissed on the motion of the United States.

It is ordered that the defendant must notify the United States attorney for this district within 30 days of any change of name, residence, or mailing address until all fines, restitution, costs, and special assessments imposed by this judgment are fully paid. If ordered to pay restitution, the defendant must notify the court and United States attorney of material changes in economic circumstances.

COURT REPORTER: Vic DiGiorgio

ASST. U. S. ATTORNEY: Michael Magner

PROBATION OFFICER: David Arena

August 28, 2006
Date of Imposition of Judgment

Signature of Judge

GEORGE P. KAZEN, United States District Judge
Name and Title of Judge

9/6/06
Date

CERTIFIED AS A TRUE COPY
ON THIS DATE _____
BY: _____
Deputy Clerk

___ Fee
___ Process
X Dktd
✓ CtRmDep
___ Doc. No.

HP Exhibit 71(e)

AO 245B (Rev. 06/05) Judgment in Criminal Case
Sheet 2 — Imprisonment

DEFENDANT: LOUIS M. MARCOTTE, III
CASE NUMBER:

IMPRISONMENT

The defendant is hereby committed to the custody of the United States Bureau of Prisons to be imprisoned for a total term of 38 months as to count 1 of the Bill of Information.

[x] The court makes the following recommendations to the Bureau of Prisons:
That the defendant be designated to a facility where he may participate in a substance abuse program.

[ ] The defendant is remanded to the custody of the United States Marshal.

[X] The defendant shall surrender for service of sentence at the institution designated by the Bureau of Prisons before 12:00 noon on October 27, 2006 as notified by the Probation or Pretrial Services Office.

RETURN

I have executed this judgment as follows:

Defendant delivered on _____ to _____

a _____, with a certified copy of this judgment.

_____
UNITED STATES MARSHAL

By _____
DEPUTY UNITED STATES MARSHAL

AO 245B (Rev. 06/05) Judgment in a Criminal Case
Sheet 3 — Supervised Release

Judgment—Page 3 of 6

DEFENDANT: LOUIS M. MARCOTTE, III
CASE NUMBER:

SUPERVISED RELEASE

Upon release from imprisonment, the defendant shall be on supervised release for a term of 3 years as to count 1 of the Bill of Information.

The defendant must report to the probation office in the district to which the defendant is released within 72 hours of release from the custody of the Bureau of Prisons. The defendant shall not commit another federal, state or local crime.

SPECIAL CONDITIONS OF SUPERVISION

The following special conditions are imposed:
1) The defendant shall participate in a program of testing and/or treatment for drug abuse, as directed by the probation officer, until such time as the defendant is released from the program by the probation officer. The defendant shall contribute to the cost of such treatment to the extent that the defendant is deemed capable by the probation officer;
2) The defendant shall participate in a program of testing and/or treatment for alcohol abuse, as directed by the probation officer, until such time as the defendant is released from the program by the probation officer. The defendant shall contribute to the cost of such treatment to the extent that the defendant is deemed capable by the probation officer;
3) The defendant shall participate in a program of mental health treatment as directed by the probation officer until such time as the defendant is released from the program by the probation officer;
4) The defendant shall provide the probation officer with access to any requested financial information;
5) The defendant shall not incur new credit charges or open additional lines of credit without the approval of the probation officer unless the defendant is in compliance with the installment payment schedule;
6) The defendant shall surrender any insurance licenses and will not engage in the bail bond business, directly or indirectly, anytime in the future.

The defendant shall cooperate in the collection of a DNA sample, pursuant to the DNA Analysis Backlog Elimination Act of 2000, and subsequent amendments. (GK)

If this judgment imposes a fine or restitution, it is a condition of supervised release that the defendant pay in accordance with the Schedule of Payments sheet of this judgment.

The defendant must comply with the standard conditions that have been adopted by this court as shown below, and shall not possess a firearm.

STANDARD CONDITIONS OF SUPERVISION

1) the defendant shall not leave the judicial district without the permission of the court or probation officer;

2) the defendant shall report to the probation officer and shall submit a truthful and complete written report within the first five days of each month;

3) the defendant shall answer truthfully all inquiries by the probation officer and follow the instructions of the probation officer;

4) the defendant shall support his or her dependents and meet other family responsibilities;

5) the defendant shall work regularly at a lawful occupation, unless excused by the probation officer for schooling, training, or other acceptable reasons;

6) the defendant shall notify the probation officer at least ten days prior to any change in residence or employment;

7) the defendant shall refrain from excessive use of alcohol and shall not purchase, possess, use, distribute, or administer any controlled substance or any paraphernalia related to any controlled substances, except as prescribed by a physician;

8) the defendant shall not frequent places where controlled substances are illegally sold, used, distributed, or administered;

9) the defendant shall not associate with any persons engaged in criminal activity and shall not associate with any person convicted of a felony, unless granted permission to do so by the probation officer;

10) the defendant shall permit a probation officer to visit him or her at any time at home or elsewhere and shall permit confiscation of any contraband observed in plain view of the probation officer;

11) the defendant shall notify the probation officer within seventy-two hours of being arrested or questioned by a law enforcement officer;

12) the defendant shall not enter into any agreement to act as an informer or a special agent of a law enforcement agency without the permission of the court; and

13) as directed by the probation officer, the defendant shall notify third parties of risks that may be occasioned by the defendant's criminal record or personal history or characteristics and shall permit the probation officer to make such notifications and to confirm the defendant's compliance with such notification requirement.

AO 245B (Rev. 06/05) Judgment in a Criminal Case
Sheet 5 — Criminal Monetary Penalties

DEFENDANT: LOUIS M. MARCOTTE, III
CASE NUMBER:

CRIMINAL MONETARY PENALTIES

[x] The defendant must pay any imposed fine or restitution under the schedule of payments on Sheet 6.

[✓] The Court finds that the defendant does not have the ability to pay a fine. The Court will waive the fine in this case.

	Assessment	Fine	Restitution
TOTALS	$ 100.00	$ 15,000.00	$ -0-

[✓] **The special assessment is due immediately.**

☐ The determination of restitution is deferred _____. An *Amended Judgment in a Criminal Case* (AO 245C) will be entered after such determination.

☐ The defendant must make restitution (including community restitution) to the following payees in the amount listed below.

If the defendant makes a partial payment, each payee shall receive an approximately proportioned payment, unless specified otherwise in the priority order or percentage payment column below. However, pursuant to 18 U.S.C. § 3664(i), all nonfederal victims must be paid before the United States is paid.

Name of Payee	Total Loss*	Restitution Ordered	Priority or Percentage

TOTALS $_____ $_____

☐ Restitution amount ordered pursuant to plea _____

☐ The defendant must pay interest on restitution and a fine of more than $2,500, unless the restitution or fine is paid in full before the fifteenth day after the date of the judgment, pursuant to 18 U.S.C. § 3612(f). All of the payment options on Sheet 6 may be subject to penalties for delinquency and default, pursuant to 18 U.S.C. § 3612(g).

☐ The court determined that the defendant does not have the ability to pay interest and it is ordered that:

☐ the interest requirement is waived for the fine restitution.

☐ the interest requirement for the fine restitution is modified as follows:

* Findings for the total amount of losses are required under Chapters 109A, 110, 110A, and 113A of Title 18 for offenses committed on or after September 13, 1994, but before April 23, 1996.

AO 245B (Rev. 06/05) Judgment in a Criminal Case
Sheet 6 — Schedule of Payments

Judgment — Page 6 of 6

DEFENDANT: LOUIS M. MARCOTTE, III
CASE NUMBER:

SCHEDULE OF PAYMENTS

Having assessed the defendant's ability to pay, payment of the total criminal monetary penalties are due as follows:

A ☐ Lump sum payment of $ _____ due immediately, balance due

☐ not later than _____, or
☐ in accordance ☐ C, ☐ D, ☐ E, or ☐ F below; or

B ☐ Payment to begin immediately (may be combined with ☐ C, ☐ D, or ☐ F below); or

C ☐ Payment in equal monthly installments of $,to commence ; or

D ☐ Payment in equal _____ (e.g., weekly, monthly, quarterly) installments of $ _____ over a period of _____ (e.g., months or years), to commence _____ (e.g., 30 or 60 days) after release from imprisonment to a term of supervision; or

E ☐ Payment during the term of supervised release will commence within _____ (e.g., 30 or 60 days) after release from imprisonment. The court will set the payment plan based on an assessment of the defendant's ability to pay at that time; or

F ☑ Special instructions regarding the payment of criminal monetary penalties:

The fine of $15,000.00 shall begin while the defendant is incarcerated. Upon release, any unpaid balance shall be paid at a rate of $400.00 per month. The payment of $400.00 is subject to increase or decrease, depending on the defendant's ability to pay.

Unless the court has expressly ordered otherwise, if this judgment imposes imprisonment, payment of criminal monetary penalties is due during imprisonment. All criminal monetary penalties, except those payments made through the Federal Bureau of Prisons' Inmate Financial Responsibility Program, are made to the clerk of the court.

~~The defendant shall receive credit for all payments previously made toward any criminal monetary penalties imposed.~~ GPK

☐ Joint and Several

Defendant and Co-Defendant Names and Case Numbers (including defendant number), Total Amount, Joint and Several Amount, and corresponding payee, if appropriate.

☐ The defendant shall pay the cost of prosecution.

☐ The defendant shall pay the following court cost(s):

☐ The defendant shall forfeit the defendant's interest in the following property to the United States:

Payments shall be applied in the following order: (1) assessment, (2) restitution principal, (3) restitution interest, (4) fine principal, (5) fine interest, (6) community restitution, (7) penalties, and (8) costs, including cost of prosecution and court costs.

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

UNITED STATES OF AMERICA	*	CRIMINAL DOCKET NO. 04-061
v.	*	SECTION: "GPK"
LOUIS M. MARCOTTE, III LORI M. MARCOTTE	*	

* * *

ORDER

Having considered the motion of the United States to unseal the Government's Motion and Incorporated Memorandum for Sentencing Departure and resulting Orders relative to Louis M. Marcotte, III and Lori M. Marcotte.

IT IS HEREBY ORDERED that the Clerk of Court for the Eastern District of Louisiana unseal the Government's Motion and Incorporated Memorandum for Sentencing Departure and resulting Orders in the above-captioned case relative to defendants, Louis M. Marcotte, III and Lori M. Marcotte for the limited purpose of providing them to the United States Congress and the litigants in the matter of the impeachment trial of United States District Judge G. Thomas Porteous, Jr.

Laredo, Texas, this 9th day of August, 2010.

George P. Kazen
UNITED STATES DISTRICT JUDGE

HP Exhibit 71(f)

FILED
U.S. DISTRICT COURT
EASTERN DISTRICT OF LA
2006 JUN 26 AM 10: 55
LORETTA G. WHYTE
CLERK

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

~~SEALED~~ 8/9/2010

UNITED STATES OF AMERICA	*	CRIMINAL DOCKET NO. 04-061
v.	*	SECTION: "GPK"
LOUIS M. MARCOTTE, III	*	

* * *

GOVERNMENT'S MOTION AND INCORPORATED MEMORANDUM FOR SENTENCING DEPARTURE

NOW INTO COURT comes the United States of America, appearing herein by and through the undersigned Assistant United States Attorneys, and respectfully moves this Honorable Court to depart from defendant Louis M. Marcotte, III's applicable advisory sentencing guideline range for the following reasons:

1. On March 18, 2004, Louis M. Marcotte, III pled guilty to one count of conspiring to operate an enterprise through a pattern of racketeering activity, in violation of Title 18, United States Code, Section 1962(d). As is set out in his factual basis, Marcotte admitted that from 1991 until 2004 he participated in a conspiracy to maximize the profits of his company, Bail Bonds Unlimited, Inc. ("BBU"), by corruptly influencing judges and sheriff's deputies and by defrauding Amwest Surety Insurance Company.

CLERK'S OFFICE
A TRUE COPY
AUG - 9 2010
Deputy Clerk, U. S. District Court
Eastern District Of Louisiana
New Orleans, La.

Fee
Process
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Doc. No

2. After his guilty plea, Marcotte cooperated with the government and was debriefed on approximately 33 occasions. Marcotte explained how his racketeering enterprise worked and identified a number of other individuals involved in the conspiracy. Specifically, Marcotte admitted to bribing several public officials; and he explained whom he paid, why he paid them, and what he received in return. Marcotte's information eventually led to the convictions of Louisiana District Judge Alan J. Green; BBU's Chief Financial Officer Norman Bowley; and Jefferson Parish Sheriff's Deputies William Giangrosso, Landry Forges, Edward Still and Myrtis Randle.

3. Bowley, Giangrosso, Forges, Still and Randle all pled guilty. The government believes that Marcotte's cooperation and willingness to testify against these individuals was a significant factor in securing their guilty pleas.

4. Former judge Alan J. Green was convicted after a trial in June 2005. In convicting Green of honest services mail fraud, the jury found that Green accepted cash bribes from a BBU employee. Louis Marcotte provided much of the information that led to the indictment and conviction of Alan Green. Although the government did not call Marcotte as a witness at trial, Marcotte was ready and willing to testify. Without Marcotte's cooperation, the government would have had to expend significant additional time and resources in investigating and prosecuting Green, and its prosecution may not have been successful.

5. Section 3553(e) of Title 18, United States Code provides that a court, upon motion by the government and "to reflect a defendant's substantial assistance in the investigation and prosecution of another person," may impose a sentence below a minimum sentence otherwise required by statute. Section 5K1.1 of the Sentencing Guidelines states that a court, in making a determination of substantial assistance, may consider: the significance and usefulness of the

assistance taking into consideration the government's evaluation; the truthfulness, completeness, and reliability of information and testimony provided; the nature and effect of the defendant's assistance; any injuries suffered or any danger or risk of injury to the defendant or his or her family resulting from this assistance; and the timeliness of the defendant's assistance.

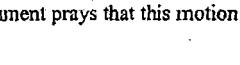
6. The government respectfully submits that it considers and evaluates the information and cooperation provided by Louis M. Marcotte, III to be "substantial" in its significance and usefulness. The cooperation rendered by Mr. Marcotte was provided in a timely manner. His cooperation helped the government obtain the numerous convictions listed above.

7. The government and Marcotte entered a plea agreement under Federal Rule of Criminal Procedure 11(c)(1)(C). The plea agreement stipulates that a sentencing range of 57 to 71 months is appropriate. The United States Probation Office has also recommended a 57 to 71 month advisory guideline range, having determined an Offense Level of 25. However, in light of Mr. Marcotte's significant assistance to the government, the government respectfully requests that Marcotte be sentenced below the recommended range. Should this Court grant the government's motion to depart from the applicable guideline range, the government respectfully recommends that the Court depart downward three levels to Offense Level 22 and that Marcotte be sentenced within that range to 41-51 months imprisonment.

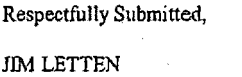
WHEREFORE, for the foregoing reasons, the government respectfully requests that the cooperation rendered by the defendant, Louis M. Marcotte, III, be taken into consideration by this Honorable Court and, accordingly, moves for a departure from his applicable sentencing guideline range to a sentence within the range of 41-51 months, pursuant to Rule 5K1.1 of the advisory Sentencing Guidelines; and, furthermore, the government prays that this motion and the attached order be **SEALED.**

Respectfully Submitted,

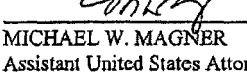
JIM LETTEN
UNITED STATES ATTORNEY



MICHAEL W. MAGNER
Assistant United States Attorney
Supervisor, Anti-Terrorism Unit
Louisiana Bar Roll No. 12067



DUANE EVANS
Assistant United States Attorney
Supervisor, Violent Crimes Unit
Louisiana Bar Roll No. 24086



WILLIAM P. GIBBENS
Assistant United States Attorney
Louisiana Bar Roll No. 27225
Hale Boggs Federal Building
500 Poydras Street
New Orleans, Louisiana 70130
Telephone: (504) 680-3018

CERTIFICATE OF SERVICE
I certify that a copy of the foregoing has been served upon counsel for all parties by mailing the same to each properly addressed and postage prepaid this 11 th day of June, 2006.

Assistant United States Attorney

FILED
U.S. DISTRICT COURT
EASTERN DISTRICT OF LA

2006 JUN 26 AM 10: 56

LORETTA G. WHYTE
CLERK

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

~~SEALED~~ 8/9/2011

UNITED STATES OF AMERICA	*	CRIMINAL DOCKET NO. 04-061
v.	*	SECTION: "GPK"
LORI M. MARCOTTE	*	

* * *

GOVERNMENT'S MOTION AND INCORPORATED
MEMORANDUM FOR SENTENCING DEPARTURE

NOW INTO COURT comes the United States of America, appearing herein by and through the undersigned Assistant United States Attorneys, and respectfully moves this Honorable Court to depart from defendant Lori M. Marcotte's applicable advisory sentencing guideline range for the following reasons:

1. On March 18, 2004, Lori M. Marcotte pled guilty to one count of conspiring to commit mail fraud, in violation of Title 18, United States Code, Section 371. As is set out in her factual basis, Marcotte admitted that from 1998 until 2004 she participated in a conspiracy to maximize the profits of her company, Bail Bonds Unlimited, Inc. ("BBU"), by corruptly influencing sheriff's deputies.

CLERK'S OFFICE
A TRUE COPY
AUG - 9 2010
Deputy Clerk, U. S. District Court
Eastern District Of Louisiana
New Orleans, La.

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2. After her guilty plea, Marcotte cooperated with the government and was debriefed on approximately 20 occasions. Marcotte explained that she and her associates at BBU paid bribes to several public officials, including sheriff's deputies and state judges. Marcotte provided detailed information about what bribes were paid and what she and her company received in return. In addition, Marcotte spent several weeks reviewing the thousands of documents seized from BBU during various searches, and she identified many items that were useful to the government. Marcotte's information eventually led to the convictions of Louisiana District Judge Alan J. Green; BBU's Chief Financial Officer Norman Bowley; and Jefferson Parish Sheriff's Deputies William Giangrosso, Landry Forges, Edward Still and Myrtis Randle.

3. Bowley, Giangrosso, Forges, Still and Randle all pled guilty. The government believes that Marcotte's cooperation and willingness to testify against these individuals was a significant factor in securing their guilty pleas.

4. Former judge Alan J. Green was convicted after a trial in June 2005. In convicting Green of honest services mail fraud, the jury found that Green accepted cash bribes from BBU. Lori Marcotte provided much of the information that led to the indictment and conviction of Alan Green, and was one of the government's primary witnesses at trial. Marcotte testified that she and her associates bribed judge Green and that in return, Green set bonds at the levels BBU requested. Without Marcotte's testimony, the government's prosecution of Alan Green may not have been successful.

5. Section 3553(e) of Title 18, United States Code provides that a court, upon motion by the government and "to reflect a defendant's substantial assistance in the investigation or prosecution of another person," may impose a sentence below a minimum sentence otherwise

required by statute. Section 5K1.1 of the Sentencing Guidelines states that a court, in making a determination of substantial assistance, may consider: the significance and usefulness of the assistance taking into consideration the government's evaluation; the truthfulness, completeness, and reliability of information and testimony provided; the nature and effect of the defendant's assistance; any injuries suffered or any danger or risk of injury to the defendant or his or her family resulting from this assistance; and the timeliness of the defendant's assistance.

6. The government respectfully submits that it considers and evaluates the information and cooperation provided by Lori M. Marcotte to be "substantial" in its significance and usefulness. The cooperation rendered by Ms. Marcotte was provided in a timely manner. Her cooperation helped the government obtain the numerous convictions listed above.

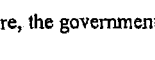
7. The government and Marcotte entered into a plea agreement pursuant to Federal Rule of Criminal Procedure 11(c)(1)(C). The plea agreement stipulates that Marcotte's sentence should be no greater than 20 months imprisonment. The United States Probation Office has determined that Marcotte's advisory sentencing guideline range is 12 to 18 months imprisonment. However, in light of the significant cooperation provided by defendant Marcotte, the government respectfully requests that the Court impose a sentence below Marcotte's guideline range. Should this Court grant the government's motion to depart from the applicable guideline range, the government respectfully recommends a sentencing range of 6 to 10 months, to be served on home confinement.

WHEREFORE, for the foregoing reasons, the government respectfully requests that the cooperation rendered by the defendant, Lori M. Marcotte, be taken into consideration by this Honorable Court and, accordingly, moves for a departure from her applicable sentencing guideline range to a sentencing range of 6 to 10 months imprisonment, to be served on home confinement,

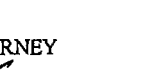
pursuant to Rule 5K1.1 of the advisory Sentencing Guidelines; and, furthermore, the government prays that this motion and the attached order be **SEALED.**

Respectfully Submitted,

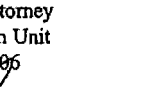
JIM LETTEN
UNITED STATES ATTORNEY



MICHAEL W. MAGNER
Assistant United States Attorney
Supervisor, Anti-Terrorism Unit
Louisiana Bar Roll No. 1206

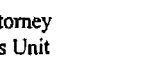


DUANE EVANS
Assistant United States Attorney
Supervisor, Violent Crimes Unit
Louisiana Bar Roll No. 24086



WILLIAM P. GIBBENS
Assistant United States Attorney
Louisiana Bar Roll No. 27225
Hale Boggs Federal Building
500 Poydras Street
New Orleans, Louisiana 70130
Telephone: (504) 680-3018

CERTIFICATE OF SERVICE
I certify that a copy of the foregoing has been served upon counsel for all parties by mailing the same to each properly addressed and postage prepaid this 26th day of June, 2006.



Assistant United States Attorney

AO 245B (Rev. 06/05) Judgment in a Criminal Case
Sheet 1

UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF LOUISIANA

UNITED STATES OF AMERICA
V.
LOUIS M. MARCOTTE, III

JUDGMENT IN A CRIMINAL CASE

Case Number: 04-61-001 "GPK"

USM Number: 28833-034

Richard Westling, and Martin Regan,
Defendant's Attorney

FILED
U.S. DISTRICT COURT
EASTERN DISTRICT OF LA
2006 SEP -8 A 10:58
LORETTA G. WHYTE
CLERK

Social Security No.: xxx-xx-6609

THE DEFENDANT:

☑ pleaded guilty to count(s) 1 of the Bill of Information on March 18, 2004.

☐ pleaded nolo contendere to count(s) which was accepted by the court.

☐ was found guilty on count(s) after a plea of not guilty.

The defendant is adjudicated guilty of these offenses:

Title & Section	Nature of Offense	Count
18 U.S.C. §1962 and 1963	Conspiracy to Operate an Enterprise Through a Pattern of Racketeering Activity	1

The defendant is sentenced as provided in pages 2 through 6 of this judgment. The sentence is imposed pursuant to the Sentencing Reform Act of 1984.

☐ The defendant has been found not guilty on count(s) _____

☐ Count(s) is/are dismissed on the motion of the United States.

It is ordered that the defendant must notify the United States attorney for this district within 30 days of any change of name, residence, or mailing address until all fines, restitution, costs, and special assessments imposed by this judgment are fully paid. If ordered to pay restitution, the defendant must notify the court and United States attorney of material changes in economic circumstances.

COURT REPORTER: Vic DiGiorgio

ASST. U. S. ATTORNEY: Michael Magner

PROBATION OFFICER: David Arena

August 29, 2006
Date of Imposition of Judgment

Signature of Judge

GEORGE P. KAZEN, United States District Judge
Name and Title of Judge

9/6/06
Date

CERTIFIED AS A TRUE COPY
ON THIS DATE _____
BY: _____
Deputy Clerk

___ Fee
___ Process
X Dktd
___ CtRmDep
___ Doc. No

AO 245B (Rev. 06/05) Judgment in Criminal Case
Sheet 2 — Imprisonment

DEFENDANT: LOUIS M. MARCOTTE, III
CASE NUMBER:

IMPRISONMENT

The defendant is hereby committed to the custody of the United States Bureau of Prisons to be imprisoned for a total term of 38 months as to count 1 of the Bill of Information.

[x] The court makes the following recommendations to the Bureau of Prisons:
That the defendant be designated to a facility where he may participate in a substance abuse program.

[ ] The defendant is remanded to the custody of the United States Marshal.

[X] The defendant shall surrender for service of sentence at the institution designated by the Bureau of Prisons before 12:00 noon on October 27, 2006 as notified by the Probation or Pretrial Services Office.

RETURN

I have executed this judgment as follows:

Defendant delivered on _____ to _____

a _____, with a certified copy of this judgment.

_____
UNITED STATES MARSHAL

By _____
DEPUTY UNITED STATES MARSHAL

AO 245B (Rev. 06/05) Judgment in a Criminal Case
Sheet 3 — Supervised Release

DEFENDANT: LOUIS M. MARCOTTE, III
CASE NUMBER:

SUPERVISED RELEASE

Upon release from imprisonment, the defendant shall be on supervised release for a term of 3 years as to count 1 of the Bill of Information.

The defendant must report to the probation office in the district to which the defendant is released within 72 hours of release from the custody of the Bureau of Prisons. The defendant shall not commit another federal, state or local crime.

SPECIAL CONDITIONS OF SUPERVISION

The following special conditions are imposed:
1) The defendant shall participate in a program of testing and/or treatment for drug abuse, as directed by the probation officer, until such time as the defendant is released from the program by the probation officer. The defendant shall contribute to the cost of such treatment to the extent that the defendant is deemed capable by the probation officer;
2) The defendant shall participate in a program of testing and/or treatment for alcohol abuse, as directed by the probation officer, until such time as the defendant is released from the program by the probation officer. The defendant shall contribute to the cost of such treatment to the extent that the defendant is deemed capable by the probation officer;
3) The defendant shall participate in a program of mental health treatment as directed by the probation officer until such time as the defendant is released from the program by the probation officer;
4) The defendant shall provide the probation officer with access to any requested financial information;
5) The defendant shall not incur new credit charges or open additional lines of credit without the approval of the probation officer unless the defendant is in compliance with the installment payment schedule;
6) The defendant shall surrender any insurance licenses and will not engage in the bail bond business, directly or indirectly, anytime in the future.

The defendant shall cooperate in the collection of a DNA sample, pursuant to the DNA Analysis Backlog Elimination Act of 2000, and subsequent amendments. (GK)

If this judgment imposes a fine or restitution, it is a condition of supervised release that the defendant pay in accordance with the Schedule of Payments sheet of this judgment.

The defendant must comply with the standard conditions that have been adopted by this court as shown below, and shall not possess a firearm.

STANDARD CONDITIONS OF SUPERVISION

1) the defendant shall not leave the judicial district without the permission of the court or probation officer;

2) the defendant shall report to the probation officer and shall submit a truthful and complete written report within the first five days of each month;

3) the defendant shall answer truthfully all inquiries by the probation officer and follow the instructions of the probation officer;

4) the defendant shall support his or her dependents and meet other family responsibilities;

5) the defendant shall work regularly at a lawful occupation, unless excused by the probation officer for schooling, training, or other acceptable reasons;

6) the defendant shall notify the probation officer at least ten days prior to any change in residence or employment;

7) the defendant shall refrain from excessive use of alcohol and shall not purchase, possess, use, distribute, or administer any controlled substance or any paraphernalia related to any controlled substances, except as prescribed by a physician;

8) the defendant shall not frequent places where controlled substances are illegally sold, used, distributed, or administered;

9) the defendant shall not associate with any persons engaged in criminal activity and shall not associate with any person convicted of a felony, unless granted permission to do so by the probation officer;

10) the defendant shall permit a probation officer to visit him or her at any time at home or elsewhere and shall permit confiscation of any contraband observed in plain view of the probation officer;

11) the defendant shall notify the probation officer within seventy-two hours of being arrested or questioned by a law enforcement officer;

12) the defendant shall not enter into any agreement to act as an informer or a special agent of a law enforcement agency without the permission of the court; and

13) as directed by the probation officer, the defendant shall notify third parties of risks that may be occasioned by the defendant's criminal record or personal history or characteristics and shall permit the probation officer to make such notifications and to confirm the defendant's compliance with such notification requirement.

AO 245B (Rev. 06/05) Judgment in a Criminal Case
Sheet 5 — Criminal Monetary Penalties

DEFENDANT: LOUIS M. MARCOTTE, III
CASE NUMBER:

CRIMINAL MONETARY PENALTIES

[x] The defendant must pay any imposed fine or restitution under the schedule of payments on Sheet 6.

[✓] The Court finds that the defendant does not have the ability to pay a fine. The Court will waive the fine in this case.

	Assessment	Fine	Restitution
TOTALS	$ 100.00	$ 15,000.00	$ -0-

[✓] **The special assessment is due immediately.**

☐ The determination of restitution is deferred _____. An *Amended Judgment in a Criminal Case* (AO 245C) will be entered after such determination.

☐ The defendant must make restitution (including community restitution) to the following payees in the amount listed below.

If the defendant makes a partial payment, each payee shall receive an approximately proportioned payment, unless specified otherwise in the priority order or percentage payment column below. However, pursuant to 18 U.S.C. § 3664(i), all nonfederal victims must be paid before the United States is paid.

Name of Payee	Total Loss*	Restitution Ordered	Priority or Percentage

TOTALS $_____ $_____

☐ Restitution amount ordered pursuant to plea _____

☐ The defendant must pay interest on restitution and a fine of more than $2,500, unless the restitution or fine is paid in full before the fifteenth day after the date of the judgment, pursuant to 18 U.S.C. § 3612(f). All of the payment options on Sheet 6 may be subject to penalties for delinquency and default, pursuant to 18 U.S.C. § 3612(g).

☐ The court determined that the defendant does not have the ability to pay interest and it is ordered that:

☐ the interest requirement is waived for the fine restitution.

☐ the interest requirement for the fine restitution is modified as follows:

* Findings for the total amount of losses are required under Chapters 109A, 110, 110A, and 113A of Title 18 for offenses committed on or after September 13, 1994, but before April 23, 1996.

AO 245B (Rev. 06/05) Judgment in a Criminal Case
Sheet 6 — Schedule of Payments

DEFENDANT: LOUIS M. MARCOTTE, III
CASE NUMBER:

SCHEDULE OF PAYMENTS

Having assessed the defendant's ability to pay, payment of the total criminal monetary penalties are due as follows:

A ☐ Lump sum payment of $ _____ due immediately, balance due

☐ not later than _____, or
☐ in accordance ☐ C, ☐ D, ☐ E, or ☐ F below; or

B ☐ Payment to begin immediately (may be combined with ☐ C, ☐ D, or ☐ F below); or

C ☐ Payment in equal monthly installments of $,to commence ; or

D ☐ Payment in equal _____ (e.g., weekly, monthly, quarterly) installments of $ _____ over a period of _____ (e.g., months or years), to commence _____ (e.g., 30 or 60 days) after release from imprisonment to a term of supervision; or

E ☐ Payment during the term of supervised release will commence within _____ (e.g., 30 or 60 days) after release from imprisonment. The court will set the payment plan based on an assessment of the defendant's ability to pay at that time; or

F ☑ Special instructions regarding the payment of criminal monetary penalties:

The fine of $15,000.00 shall begin while the defendant is incarcerated. Upon release, any unpaid balance shall be paid at a rate of $400.00 per month. The payment of $400.00 is subject to increase or decrease, depending on the defendant's ability to pay.

Unless the court has expressly ordered otherwise, if this judgment imposes imprisonment, payment of criminal monetary penalties is due during imprisonment. All criminal monetary penalties, except those payments made through the Federal Bureau of Prisons' Inmate Financial Responsibility Program, are made to the clerk of the court.

~~The defendant shall receive credit for all payments previously made toward any criminal monetary penalties imposed.~~ GK

☐ Joint and Several

Defendant and Co-Defendant Names and Case Numbers (including defendant number), Total Amount, Joint and Several Amount, and corresponding payee, if appropriate.

☐ The defendant shall pay the cost of prosecution.

☐ The defendant shall pay the following court cost(s):

☐ The defendant shall forfeit the defendant's interest in the following property to the United States:

Payments shall be applied in the following order: (1) assessment, (2) restitution principal, (3) restitution interest, (4) fine principal, (5) fine interest, (6) community restitution, (7) penalties, and (8) costs, including cost of prosecution and court costs.

AO 245B (Rev. 06/05) Judgment in a Criminal Case
Sheet 1

UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF LOUISIANA

UNITED STATES OF AMERICA
V.
LORI MARCOTTE

JUDGMENT IN A CRIMINAL CASE

Case Number: 04-61-2 "GPK

USM Number: 28834-034

John W. Reed
Defendant's Attorney

FILED
U.S. DISTRICT COURT
EASTERN DISTRICT OF L.
2006 SEP -8 A 10:58
LORETTA G. WHYTE
CLERK

Social Security No.: xxx-xx-8209

THE DEFENDANT:

☑ pleaded guilty to count(s) 2 of the Bill of Information on March 18, 2004.

☐ pleaded nolo contendere to count(s) which was accepted by the court.

☐ was found guilty on count(s) after a plea of not guilty.

The defendant is adjudicated guilty of these offenses:

Title & Section	Nature of Offense	Count
18 U.S.C. §1341 and 1346	Conspiracy to Commit Mail Fraud	2

The defendant is sentenced as provided in pages 2 through 5 of this judgment. The sentence is imposed pursuant to the Sentencing Reform Act of 1984.

☐ The defendant has been found not guilty on count(s) _____

☐ Count(s) is/are dismissed on the motion of the United States.

It is ordered that the defendant must notify the United States attorney for this district within 30 days of any change of name, residence, or mailing address until all fines, restitution, costs, and special assessments imposed by this judgment are fully paid. If ordered to pay restitution, the defendant must notify the court and United States attorney of material changes in economic circumstances.

COURT REPORTER: Vic DiGiorgio

ASST. U. S. ATTORNEY: Michael W. Magner

PROBATION OFFICER: David L. Arena

August 28, 2006
Date of Imposition of Judgment

George P. Kazen
Signature of Judge

GEORGE P. KAZEN, United States District Judge
Name and Title of Judge

9/1/06
Date

CERTIFIED AS A TRUE COPY
ON THIS DATE _____
BY: _____
Deputy Clerk

___ Fee
___ Process
X Dktd
___ CtRmDep
___ Doc. No

AO 245B (Rev. 06/05) Judgment in a Criminal Case
Sheet 4—Probation

DEFENDANT: LORI MARCOTTE
CASE NUMBER: 04-61-2 "GPK

PROBATION

The defendant is hereby sentenced to probation for a term of three years as to count 2 of the Bill of Information.
The defendant shall not commit another federal, state or local crime.

SPECIAL CONDITIONS OF SUPERVISION

The following special conditions are imposed:

1) The defendant shall participate in an orientation and life skills program as directed by the probation officer;
2) The defendant shall be placed on home detention for a period of six months, to commence immediately. During this time, the defendant shall remain at her place of residence except for employment and other activities approved in advance by the probation officer.

The defendant shall cooperate in the collection of a DNA sample, pursuant to the DNA Analysis Backlog Elimination Act of 2000, and subsequent amendments.

The defendant shall never again engage in the bail bonding business nor, under any circumstances, write any new bail bonds, directly or indirectly. GK

If this judgment imposes a fine or restitution, it is a condition of probation that the defendant pay in accordance with the Schedule of Payments sheet of this judgment.

The defendant must comply with the standard conditions that have been adopted by this court as shown below, and shall not possess a firearm.

STANDARD CONDITIONS OF SUPERVISION

1) the defendant shall not leave the judicial district without the permission of the court or probation officer;

2) the defendant shall report to the probation officer and shall submit a truthful and complete written report within the first five days of each month;

3) the defendant shall answer truthfully all inquiries by the probation officer and follow the instructions of the probation officer;

4) the defendant shall support his or her dependents and meet other family responsibilities;

5) the defendant shall work regularly at a lawful occupation, unless excused by the probation officer for schooling, training, or other acceptable reasons;

6) the defendant shall notify the probation officer at least ten days prior to any change in residence or employment;

7) the defendant shall refrain from excessive use of alcohol and shall not purchase, possess, use, distribute, or administer any controlled substance or any paraphernalia related to any controlled substances, except as prescribed by a physician;

8) the defendant shall not frequent places where controlled substances are illegally sold, used, distributed, or administered;

9) the defendant shall not associate with any persons engaged in criminal activity and shall not associate with any person convicted of a felony, unless granted permission to do so by the probation officer;

10) the defendant shall permit a probation officer to visit him or her at any time at home or elsewhere and shall permit confiscation of any contraband observed in plain view of the probation officer;

11) the defendant shall notify the probation officer within seventy-two hours of being arrested or questioned by a law enforcement officer;

12) the defendant shall not enter into any agreement to act as an informer or a special agent of a law enforcement agency without the permission of the court; and

13) as directed by the probation officer, the defendant shall notify third parties of risks that may be occasioned by the defendant's criminal record or personal history or characteristics and shall permit the probation officer to make such notifications and to confirm the defendant's compliance with such notification requirement.

AO 245B (Rev. 06/05) Judgment in a Criminal Case
Sheet 5 — Criminal Monetary Penalties

DEFENDANT: LORI MARCOTTE
CASE NUMBER: 04-61-2 "GPK

CRIMINAL MONETARY PENALTIES

[x] The defendant must pay any imposed fine or restitution under the schedule of payments on Sheet 6.

[✓] The Court finds that the defendant does not have the ability to pay a fine. The Court will waive the fine in this case.

	Assessment	Fine	Restitution
TOTALS	$ 100.00	$ 15,000.00	$ -0-

[✓] **The special assessment is due immediately.**

☐ The determination of restitution is deferred _____. An *Amended Judgment in a Criminal Case* (AO 245C) will be entered after such determination.

☐ The defendant must make restitution (including community restitution) to the following payees in the amount listed below.

If the defendant makes a partial payment, each payee shall receive an approximately proportioned payment, unless specified otherwise in the priority order or percentage payment column below. However, pursuant to 18 U.S.C. § 3664(I), all nonfederal victims must be paid before the United States is paid.

Name of Payee	Total Loss*	Restitution Ordered	Priority or Percentage

TOTALS $_____ $_____

☐ Restitution amount ordered pursuant to plea _____

☐ The defendant must pay interest on restitution and a fine of more than $2,500, unless the restitution or fine is paid in full before the fifteenth day after the date of the judgment, pursuant to 18 U.S.C. § 3612(f). All of the payment options on Sheet 6 may be subject to penalties for delinquency and default, pursuant to 18 U.S.C. § 3612(g).

☐ The court determined that the defendant does not have the ability to pay interest and it is ordered that.

☐ the interest requirement is waived for the fine restitution.

☐ the interest requirement for the fine restitution is modified as follows:

* Findings for the total amount of losses are required under Chapters 109A, 110, 110A, and 113A of Title 18 for offenses committed on or after September 13, 1994, but before April 23, 1996.

AO 245B (Rev. 06/05) Judgment in a Criminal Case
Sheet 6 — Schedule of Payments

DEFENDANT: LORI MARCOTTE
CASE NUMBER: 04-61-2 "GPK

SCHEDULE OF PAYMENTS

Having assessed the defendant's ability to pay, payment of the total criminal monetary penalties are due as follows:

A ☐ Lump sum payment of $ _____ due immediately, balance due

☐ not later than _____ , or
☐ in accordance ☐ C, ☐ D, ☐ E, or ☐ F below; or

B ☐ Payment to begin immediately (may be combined with ☐ C, ☐ D, or ☐ F below); or

C ☐ Payment in equal monthly installments of $,to commence ; or

D ☐ Payment in equal _____ (e.g., weekly, monthly, quarterly) installments of $ _____ over a period of _____ (e.g., months or years), to commence _____ (e.g., 30 or 60 days) after release from imprisonment to a term of supervision; or

E ☐ Payment during the term of supervised release will commence within _____ (e.g., 30 or 60 days) after release from imprisonment. The court will set the payment plan based on an assessment of the defendant's ability to pay at that time; or

F ☑ Special instructions regarding the payment of criminal monetary penalties:

The defendant shall pay to the United States a fine in the amount of $15,000.00, to be paid in full no later than October 16, 2006.

Unless the court has expressly ordered otherwise, if this judgment imposes imprisonment, payment of criminal monetary penalties is due during imprisonment. All criminal monetary penalties, except those payments made through the Federal Bureau of Prisons' Inmate Financial Responsibility Program, are made to the clerk of the court.

The defendant shall receive credit for all payments previously made toward any criminal monetary penalties imposed.

☐ Joint and Several

Defendant and Co-Defendant Names and Case Numbers (including defendant number), Total Amount, Joint and Several Amount, and corresponding payee, if appropriate.

☐ The defendant shall pay the cost of prosecution.

☐ The defendant shall pay the following court cost(s):

☐ The defendant shall forfeit the defendant's interest in the following property to the United States:

Payments shall be applied in the following order: (1) assessment, (2) restitution principal, (3) restitution interest, (4) fine principal, (5) fine interest, (6) community restitution, (7) penalties, and (8) costs, including cost of prosecution and court costs.

FILED
U.S. DISTRICT COURT
EASTERN DISTRICT OF LA
2004 MAR 18 PM 12:01
LORETTA G. WHYTE
CLERK

U.S. Department of Justice

Eastern District of Louisiana
U. S. Attorney's Office

Michael W. Magner
Assistant United States Attorney
Organized Crime Strike Force

Hale Boggs Federal Building
501 Magazine Street, Second Floor
New Orleans, LA 70130

Telephone #. (504) 680-3103
Fax # (504) 589-4393

February 20, 2004

The Honorable George P. Kazen
United States District Judge
Southern District of Texas
1300 Matamoros Street
Laredo, Texas 78040

Re: United States v. Lori Marcotte
Criminal Docket No. 04-061 GPK

Dear Judge Kazen:

In compliance with the holding of Bryan v. United States, 492 F.2d 775 (1974) and with Rule 11 of the Federal Rules of Criminal Procedure, the Government wishes to acknowledge the following agreement between the United States of America and Lori Marcotte, the defendant in the above-captioned proceeding. Defendant's undersigned counsel has reviewed the terms of this Agreement; counsel for Marcotte has been advised by the defendant that the defendant fully understands the terms of this agreement.

A. THE CHARGES

The Government has agreed that the defendant will be charged in a Bill of Information with one count of conspiracy in violation of Title 18 U.S.C. § 371 to commit mail fraud and mail fraud involving the deprivation of the honest services of public officials in violation of Title 18 U.S.C. § § 1341 and 1346. The Government has further agreed that it will allow the defendant to plead guilty to this charge if this agreement is accepted by the Court and that it will not bring any other criminal charges against the defendant in the Eastern District of Louisiana regarding activities which relate to the defendant's participation in the activities set forth in the Bill of Information, or which are disclosed to the Government in the defendant's cooperation with the Government in response to questions they pose.

___ Fee
___ Process
X Dktd
___ CtRmDep
___ Doc. No.

As further consideration for defendant Lori Marcotte's guilty plea, the Government further agrees that it will not bring any charges against Lisa Marcotte which relate to her participation in the activities set forth in the Bill of Information, or which are disclosed to the Government in Lisa Marcotte's cooperation with the Government, provided Lisa Marcotte agrees to cooperate fully and submit to a permanent revocation of any bail bond license she may hold.

The Government further agrees that it will not bring any charges against Reggie Marcotte which relate to his participation in the activities set forth in the Bill of Information, or which are disclosed to the Government in Reggie Marcotte's cooperation with the Government, provided Reggie Marcotte: a) agrees to cooperate fully; b) submits to a permanent revocation of any bail bond license he may hold, and c) successfully participates in a Pre-Trial Diversion supervised by the United States Pre-Trial Services Office.

The defendant agrees to plead guilty to a Bill of Information, and she waives her right to be charged in any other fashion.

The parties stipulate that the defendant's total offense level is 13; that her criminal history category is I; that her sentencing guideline range is 12-18 months as determined by the U.S.S.G. 2002 (2002 Edition); and that if the defendant provides full and truthful cooperation, under this guideline range the Government will recommend a sentence at the low end of the guideline range. These stipulations and recommendations are made pursuant to Federal Rule of Criminal Procedure 11(c)(1)(B), and the parties acknowledge that they are not binding on the Court. The parties have made this determination after due consideration of the appropriate sentencing guidelines and all appropriate sentencing adjustments.

The parties further stipulate, pursuant to Federal Rules of Criminal Procedure 11(c)(1)(C) that the defendant should be sentenced to no more than 20 months imprisonment. The parties acknowledge that in the event this plea agreement is accepted by the Court, this stipulation is binding. In the event the Court does not accept this stipulation and states that a sentence in excess of 20 months is justified, pursuant to Federal Rule of Criminal Procedure 11(c)(5), defendant shall be afforded the opportunity to withdraw from the plea.

B. MAXIMUM PENALTIES

The defendant further understands that the penalty defendant may receive should her plea of guilty be accepted is a term of statutory imprisonment of up to five years and/or a fine of $250,000 or an alternative fine of twice the gross gain to the defendant or twice the gross loss to any victim. The parties acknowledge, however, that defendant will forfeit her interest in the "Blue House," 217 Derbigny Street, Gretna, Louisiana as enumerated in paragraph H, and that this sum should be given

consideration by the Court towards satisfying defendants fine obligation, if any. The parties acknowledge that neither this nor any other recommendation binds the Court.

It also is understood that the Court must order restitution to any victim in this case under the provisions of 18 U.S.C. § 3663, if the Court finds it appropriate to do so. The defendant agrees that any restitution imposed will be non-dischargeable in any bankruptcy proceeding and that defendant will not seek or cause to be sought a discharge or a finding of dischargeability as to the restitution obligation.

C. SPECIAL ASSESSMENT

Further, the defendant understands that a mandatory special assessment fee of $100 per count shall be imposed under the provisions of 18 U.S.C. § 3013. This special assessment must be paid on the date of sentencing.

D. SUPERVISED RELEASE TERM

The defendant further understands that the Court, in imposing a sentence of a term of imprisonment, may include as part of the sentence a requirement that the defendant be placed on a term of supervised release after imprisonment for a period of up to three years pursuant to 18 U.S.C. § 3583. Supervised release is a period following release from prison during which defendant's conduct will be monitored by the Court or the Court's designee. Defendant fully understands that if defendant violates any of the conditions of supervised release that the Court has imposed, defendant's supervised release may be revoked and defendant may be ordered by the Court to serve in prison all or part of the term of supervised release.

E. WAIVER OF APPEAL

Except as otherwise provided in this paragraph, the defendant hereby expressly waives the right to appeal her sentence on any ground, including but not limited to any appeal right conferred by 18 U.S.C. § 3742 on the defendant, and the defendant further agrees not to contest her sentence in any post-conviction proceeding, including but not limited to a proceeding under 28 U.S.C. § 2255. The defendant, however, reserves the right to appeal the following: (a) any punishment imposed in excess of the statutory maximum, and (b) any punishment to the extent it constitutes an upward departure from the appropriate sentencing guidelines.

F. HYDE AMENDMENT

The defendant agrees to waive any right to seek attorney's fees and/or litigation expenses under the "Hyde Amendment," 18 U.S.C. § 3006A and the defendant

acknowledges that the Government's position in the instant prosecution was not vexatious, frivolous or in bad faith.

G. DEFENDANT'S FULL AND TRUTHFUL COOPERATION

This plea agreement is predicated upon the fact that the defendant agrees to submit to interviews whenever and wherever reasonably requested by law enforcement authorities. The defendant understands she must be completely truthful. The defendant also agrees to appear before any grand jury or trial jury and to testify truthfully. The defendant agrees neither to implicate anyone falsely nor to exculpate or protect anyone falsely. The defendant understands if she is not truthful, or withdraws from, or materially breaches this Agreement, said Agreement will be null and void, and notwithstanding any other provision of this agreement, the defendant may be prosecuted for perjury or making false statements, as well as any other appropriate charges and any statements she has made can be used against her. Defendant further acknowledges that the aforementioned penalties apply fully to any material misrepresentation or omission in the Financial Statement she is obligated to provide pursuant to the provisions of paragraph H, infra.

The defendant further agrees, subject to Court approval, to a delay of her sentencing date until the completion of her cooperation, including her testimony in any trial(s).

In consideration of the defendant's willingness to acknowledge her guilt and accept responsibility for her wrongful conduct in compliance with the aforementioned conditions, the Government agrees that it will do the following:

1. The Government will bring to the attention of all federal courts, prosecutors and Probation Officers of any cooperation rendered to law enforcement by the defendant. However, the defendant's cooperation does not automatically require the Government to request a departure from the sentencing guidelines for substantial assistance to the Government. That decision will be made by the Government, in its sole discretion, after it evaluates the cooperation. If the Government decides to file a motion that the Court may depart pursuant to USSG § 5K1.1 of the sentencing guidelines, the Government will file a motion at a time determined by the Government, and only after the Government evaluates the entire cooperation of the defendant. The defendant understands the motion could be filed prior to or at sentencing. After sentencing, any such motions would be governed by Rule 35 of the Federal Rules of Criminal Procedure.

2. The Government also agrees that any statements or testimony given by the defendant, as of and after the date of this letter, pursuant to questions asked by law enforcement agents or prosecutors as a result of this agreement, will not be used

against her, including in connection with sentencing under USSG § 1B1.8. However, all parties understand that the United States may make derivative use of such statements or testimony and may pursue investigative leads therefrom, and will not be required at any time to prove an independent source at any Kastigar or other hearing held thereon. This agreement not to use statements or testimony does not apply to crimes of violence. Further, the defendant fully understands that should she commit perjury or give false statements to federal agents, such statements and testimony can be used, and she faces additional charges involving false statements and perjury.

H. FORFEITURE

The defendant agrees to forfeit and give to the United States prior to the date of sentencing any right, title and interest which the defendant may have in the property commonly known as the "Blue House," 217 Derbigny Avenue, Gretna, Louisiana or, at the sole discretion of the Government, the fair market value of defendant's interest in the property, up to $66,000. The Government agrees that out of the forfeited property, it will consider for reimbursement bona fide claims of legitimate Governmental entities and regulatory agencies for sums adjudged as owed to them by defendant and/or Bail Bonds Unlimited, Inc.

The defendant further agrees to submit to interviews whenever and wherever requested by law enforcement authorities regarding all assets within her possession or those assets transferred or sold to or deposited with any third party as outlined within the preceding paragraph. It is also understood that defendant will fully cooperate in providing any and all financial information and documentation, agrees to voluntarily execute a complete, accurate, and thorough Financial Statement, Form OBD-500 within 90 days.

I. MISCELLANEOUS PROVISIONS

1. The defendant agrees to surrender immediately her bail bond and other insurance licenses issued by the State of Louisiana and any other state and/or agree to permanent revocation of said licenses.

2. The defendant further agrees that she will never engage in the bail bonding business.

3. Under no circumstances will the defendant write any new bail bonds whatsoever in perpetuity, directly or indirectly.

PLEA AGREEMENT Lori Marcotte
Page 6

4. Defendant reserves her right to litigate all civil disputes with Amwest and/or its successors in interest.

J. NO SIDE AGREEMENTS

The defendant understands that the statements set forth above represent defendant's entire agreement with the Government. There are not any other agreements, letters, or notations that will affect this agreement.

Very truly yours,

JIM LETTEN
United States Attorney

MICHAEL W. MAGNER
Assistant United States Attorney

SALVADOR PERRICONE
Assistant United States Attorney

WILLIAM P. GIBBENS
Assistant United States Attorney

MICHAEL M. SIMPSON
Assistant United States Attorney

John Reed, Esq.
Attorney for the Defendant

Lori Marcotte
Defendant

3-2-2004
DATE

FILED
U.S. DISTRICT COURT
EASTERN DISTRICT OF LA
2004 MAR 18 PM 12:01
LORETTA G. WHYTE
CLERK

U.S. Department of Justice

Eastern District of Louisiana
U. S. Attorney's Office

Michael W. Magner
Assistant United States Attorney
Organized Crime Strike Force

Hale Boggs Federal Building
501 Magazine Street, Second Floor
New Orleans, LA 70130

Telephone # (504) 680-3103
Fax # (504) 589-4393

March 18, 2004

The Honorable George P. Kazen
United States District Judge
Southern District of Texas
1300 Matamoros Street
Laredo, Texas 78040

Re: United States v. Lori Marcotte
Criminal Docket No. 04-061 GPK

Dear Judge Kazen:

In compliance with the holding of Bryan v. United States, 492 F.2d 775 (1974) and with Rule 11 of the Federal Rules of Criminal Procedure, the Government wishes to acknowledge the following addendum to the plea agreement between the United States of America and Lori Marcotte, the defendant in the above-captioned proceeding.

K. PROSECUTION BY JEFFERSON PARISH DISTRICT ATTORNEY

The parties acknowledge that as reflected by the attached correspondence from the United States Attorney dated March 9, 2004 and from the District Attorney for the Parish of Jefferson, State of Louisiana dated March 17, 2004, that the District Attorney has agreed to forego prosecution of the defendant to the extent expressly stated by the District Attorney.

Very truly yours,

JIM LETTEN
United States Attorney

MICHAEL W. MAGNER
Assistant United States Attorney

___ Fee
___ Process
X Dktd.
___ CtRmDep.
___ Doc. No.

HP Exhibit 73(b)

SALVADOR PERRICONE
Assistant United States Attorney

WILLIAM P. GIBBENS
Assistant United States Attorney

MICHAEL M. SIMPSON
Assistant United States Attorney

John Reed, Esq.
Attorney for the Defendant

Lori Marcotte
Defendant

DATE 3/18/04

U.S. Department of Justice

Eastern District of Louisiana
U. S. Attorney's Office

Jim Letten
United States Attorney

Hale Boggs Federal Building
500 Poydras Street, Second Floor
New Orleans, LA 70130

Telephone # : (504) 680-3000
Fax # : (504) 589-4978

March 9, 2004

Honorable Paul Connick
District Attorney
Parish of Jefferson
200 Derbigny Street
Gretna, Louisiana 70053

Re: United States v. Louis M. Marcotte and Lori Marcotte

Dear Mr. Connick:

We understand that counsel for Louis Marcotte and Lori Marcotte have requested that you agree to forebear prosecution against their clients in your jurisdiction for the crimes and conduct arising out of the federal investigation of their activities in operating Bail Bonds Unlimited, Inc. We have no objection to your agreeing to do so, and, in fact, request that you defer to this office in this regard.

More specifically, we ask that you agree to forego state prosecution of Louis Marcotte and Lori Marcotte for conduct relating to their participation in the activities set forth in the Bill of Information, or which are disclosed to federal authorities in the course of the Marcottes' cooperation with federal authorities. Any such agreement on your part would, of course, not extend to crimes of violence.

As always, we greatly appreciate your substantial assistance in achieving a just and successful resolution of this matter.

Respectfully,

JIM LETTEN
UNITED STATES ATTORNEY

PAUL D. CONNICK, JR.
DISTRICT ATTORNEY
TWENTY-FOURTH JUDICIAL DISTRICT
PARISH OF JEFFERSON
STATE OF LOUISIANA

STEPHEN T. WIMBERLY
FIRST ASSISTANT
DISTRICT ATTORNEY

COURTHOUSE ANNEX
GRETNA, LA 70053
PHONE: (504) 368-1020
FAX: (504) 368-4562

March 17, 2004

Honorable Jim Letten
United States Attorney
Hale Boggs Federal Building
500 Poydras Street, Second Floor
New Orleans, LA 70130

Re: United States v. Louis M. Marcotte and Lori Marcotte

Dear Mr. Letten:

I am in receipt of your letter of March 9, 2004 regarding the above referenced matter. Pursuant to your request, my office agrees to forego the prosecution of Louis Marcotte and Lori Marcotte for conduct relating to their participation in the activities set forth in the Bill of Information filed in this matter, or which is disclosed to federal authorities in the course of the Marcottes' cooperation with federal authorities. As you noted, this agreement does not extend to any crimes of violence.

Very truly yours,

PAUL D. CONNICK, JR.
DISTRICT ATTORNEY

PDCjr/jjs

FILED
U.S. DISTRICT COURT
EASTERN DISTRICT OF LA
2004 MAR 18 PM 12:01
LORETTA G. WHYTE
CLERK

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

UNITED STATES OF AMERICA	*	**CRIMINAL NO: 04-061**
v.	*	**SECTION: "GPK"**
LORI M. MARCOTTE	*	

* * *

FACTUAL BASIS

If this case had gone to trial, the government would have proved the following beyond a reasonable doubt through competent evidence:

A. Bail Bonds Unlimited, Inc. (hereinafter "BBU") was a bail bonds company licensed and regulated by the Louisiana Department of Insurance (hereinafter "DOI") and engaged in the business of insurance, whose activities affected interstate commerce. From 1991 until 2004, BBU provided commercial surety bail bonds for individuals who had been arrested for crimes in Jefferson Parish, Louisiana and elsewhere. BBU was the largest bail bonding company in Jefferson Parish, Louisiana, with over ninety percent of the bail bond market.

B. **LORI M. MARCOTTE** (hereinafter "**MARCOTTE**") was a bail bond agent and the Vice President of BBU.

C. Beginning on an exact date unknown, but in or before 1998, and continuing until the present, in the Eastern District of Louisiana and elsewhere, **MARCOTTE** and others knowingly and

___ Fee
___ Process
X Dktd
✓ CtRmDep
___ Doc. No. 20

willfully devised and intended to devise a scheme and artifice to defraud and to deprive the citizens of the State of Louisiana of the honest and faithful services, performed free from deceit, bias, self-dealing, and concealment, of certain Jefferson Parish Sheriff's Deputies in the performance of their official duties in the Intake and Booking Section of the Jefferson Parish jail.

D. In connection with the processing of inmates and bonds, **MARCOTTE** and others corruptly provided JPSO Deputies with cash payments, gifts, and other things of value, in order to influence the deputies in the performance of their officials duties, including giving BBU preferential treatment at the Jefferson Parish jail so as to maximize BBU's profits and hinder its competition.

E. To accomplish the above-mentioned goal, **MARCOTTE** and others knowingly and willfully conspired, combined, confederated and agreed together to knowingly and willfully cause mail to be delivered by the United States Postal Service for the purpose of defrauding and depriving the citizens of the State of Louisiana of the honest and faithful services of certain Jefferson Parish Sheriff's Deputies.

F. In furtherance of the conspiracy and to accomplish its purposes, **MARCOTTE**, aided and abetted by others, committed the following acts, among others, in the Eastern District of Louisiana and elsewhere:

1. Beginning at a date unknown, but before 1998, and continuing until the present date, **MARCOTTE** and other BBU employees would provide things of value to Jefferson Parish Sheriff's Office (hereinafter "JPSO") Deputies in order to obtain preferential treatment from the deputies at the Jefferson Parish jail.

2. Between 1998 and 2000, **MARCOTTE** purchased automobile tires for Deputy #2.

3. In or about December 2001, **MARCOTTE** gave Deputy #2 $130.00 in cash to take several JPSO Deputies out for drinks at a restaurant in New Orleans.

4. In 2001, **MARCOTTE** gave Deputy #2 $150.00 in cash.

5. Beginning on February 20, 2002 and continuing until August 21, 2002, **MARCOTTE** paid for a cellular telephone for Deputy #3 at a total cost exceeding $700.00.

6. On March 9, 2002, **LOUIS M. MARCOTTE, III** and Bail Bondsman #2 had a conversation in which Bail Bondsman #2 explained that he had been paying Deputy #2 $100.00 a week. Bail Bondsman #2 stated, "I have to go outside and tell you this. I had to get, um, [Deputy #2] a hundred dollars. That alright, huh?" **LOUIS M. MARCOTTE, III** asked, "For what?" Bail Bondsman #2 responded, "Because Lori told me to do it every week."

7. On or about June 11, 2002, **MARCOTTE** caused to be mailed BBU Check No. 6212 as payment for BBU's cellular telephone bill, including the cellular telephone given to Deputy #3.

LORI M. MARCOTTE
Defendant

JOHN REED
Attorney for the Defendant
Louisiana Bar Roll No. 11126

JIM LETTEN
UNITED STATES ATTORNEY
Louisiana Bar Roll No. 8517

JAN MASELLI MANN
First Assistant United States Attorney
Chief, Criminal Division
Louisiana Bar Roll No. 9020

SALVADOR R. PERRICONE
Assistant United States Attorney
Chief, Strike Force
Louisiana Bar Roll No. 10515

MICHAEL W. MAGNER
Assistant United States Attorney
Chief, Violent Crimes Unit
Louisiana Bar Roll No. 1206

MICHAEL SIMPSON
Assistant United States Attorney
Louisiana Bar Roll No. 12299

WILLIAM P. GIBBENS
Assistant United States Attorney
Louisiana Bar Roll No. 27225

New Orleans, Louisiana
March 2, 2004

HP Exhibit 0073 (d)

B (Rev. 06/05) Judgment in a Criminal Case
Sheet 1

UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF LOUISIANA

UNITED STATES OF AMERICA
V.
LORI MARCOTTE

JUDGMENT IN A CRIMINAL CASE

Case Number: 04-61-2 "GPK

USM Number: 28834-034

John W. Reed
Defendant's Attorney

FILED
U.S. DISTRICT COURT
EASTERN DISTRICT OF LA
2006 SEP -8 A 10:58
LORETTA G. WHYTE
CLERK

Social Security No.: xxx-xx-8209

THE DEFENDANT:

☑ pleaded guilty to count(s) 2 of the Bill of Information on March 18, 2004.

☐ pleaded nolo contendere to count(s) which was accepted by the court.

☐ was found guilty on count(s) after a plea of not guilty.

The defendant is adjudicated guilty of these offenses:

Title & Section	Nature of Offense	Count
18 U.S.C. §1341 and 1346	Conspiracy to Commit Mail Fraud	2

The defendant is sentenced as provided in pages 2 through 5 of this judgment. The sentence is imposed pursuant to the Sentencing Reform Act of 1984.

☐ The defendant has been found not guilty on count(s) _____

☐ Count(s) is/are dismissed on the motion of the United States.

It is ordered that the defendant must notify the United States attorney for this district within 30 days of any change of name, residence, or mailing address until all fines, restitution, costs, and special assessments imposed by this judgment are fully paid. If ordered to pay restitution, the defendant must notify the court and United States attorney of material changes in economic circumstances.

COURT REPORTER: Vic DiGiorgio

ASST. U. S. ATTORNEY: Michael W. Magner

PROBATION OFFICER: David L. Arena

August 28, 2006
Date of Imposition of Judgment

George P. Kazen
Signature of Judge

GEORGE P.KAZEN, United States District Judge
Name and Title of Judge

9/1/06
Date

CERTIFIED AS A TRUE COPY
ON THIS DATE _____
BY: _____
Deputy Clerk

HP Exhibit 73(d)

___ Fee
___ Process
X/ Dktd
___ CtRmDep
___ Doc. No

AO 245B (Rev. 06/05) Judgment in a Criminal Case
Sheet 4—Probation

DEFENDANT: LORI MARCOTTE
CASE NUMBER: 04-61-2 "GPK

PROBATION

The defendant is hereby sentenced to probation for a term of three years as to count 2 of the Bill of Information.
The defendant shall not commit another federal, state or local crime.

SPECIAL CONDITIONS OF SUPERVISION

The following special conditions are imposed:

1) The defendant shall participate in an orientation and life skills program as directed by the probation officer;
2) The defendant shall be placed on home detention for a period of six months, to commence immediately. During this time, the defendant shall remain at her place of residence except for employment and other activities approved in advance by the probation officer.

The defendant shall cooperate in the collection of a DNA sample, pursuant to the DNA Analysis Backlog Elimination Act of 2000, and subsequent amendments.

The defendant shall never again engage in the bail bonding business nor, under any circumstances, write any new bail bonds, directly or indirectly. GK

If this judgment imposes a fine or restitution, it is a condition of probation that the defendant pay in accordance with the Schedule of Payments sheet of this judgment.

The defendant must comply with the standard conditions that have been adopted by this court as shown below, and shall not possess a firearm.

STANDARD CONDITIONS OF SUPERVISION

1) the defendant shall not leave the judicial district without the permission of the court or probation officer;

2) the defendant shall report to the probation officer and shall submit a truthful and complete written report within the first five days of each month;

3) the defendant shall answer truthfully all inquiries by the probation officer and follow the instructions of the probation officer;

4) the defendant shall support his or her dependents and meet other family responsibilities;

5) the defendant shall work regularly at a lawful occupation, unless excused by the probation officer for schooling, training, or other acceptable reasons;

6) the defendant shall notify the probation officer at least ten days prior to any change in residence or employment;

7) the defendant shall refrain from excessive use of alcohol and shall not purchase, possess, use, distribute, or administer any controlled substance or any paraphernalia related to any controlled substances, except as prescribed by a physician;

8) the defendant shall not frequent places where controlled substances are illegally sold, used, distributed, or administered;

9) the defendant shall not associate with any persons engaged in criminal activity and shall not associate with any person convicted of a felony, unless granted permission to do so by the probation officer;

10) the defendant shall permit a probation officer to visit him or her at any time at home or elsewhere and shall permit confiscation of any contraband observed in plain view of the probation officer;

11) the defendant shall notify the probation officer within seventy-two hours of being arrested or questioned by a law enforcement officer;

12) the defendant shall not enter into any agreement to act as an informer or a special agent of a law enforcement agency without the permission of the court; and

13) as directed by the probation officer, the defendant shall notify third parties of risks that may be occasioned by the defendant's criminal record or personal history or characteristics and shall permit the probation officer to make such notifications and to confirm the defendant's compliance with such notification requirement.

AO 245B (Rev. 06/05) Judgment in a Criminal Case
Sheet 5 — Criminal Monetary Penalties

DEFENDANT: LORI MARCOTTE
CASE NUMBER: 04-61-2 "GPK

CRIMINAL MONETARY PENALTIES

[x] The defendant must pay any imposed fine or restitution under the schedule of payments on Sheet 6.

[✓] The Court finds that the defendant does not have the ability to pay a fine. The Court will waive the fine in this case.

	Assessment	Fine	Restitution
TOTALS	$ 100.00	$ 15,000.00	$ -0-

[✓] **The special assessment is due immediately.**

☐ The determination of restitution is deferred _____. An *Amended Judgment in a Criminal Case* (AO 245C) will be entered after such determination.

☐ The defendant must make restitution (including community restitution) to the following payees in the amount listed below.

If the defendant makes a partial payment, each payee shall receive an approximately proportioned payment, unless specified otherwise in the priority order or percentage payment column below. However, pursuant to 18 U.S.C. § 3664(i), all nonfederal victims must be paid before the United States is paid.

Name of Payee	Total Loss*	Restitution Ordered	Priority or Percentage

TOTALS $_____ $_____

☐ Restitution amount ordered pursuant to plea _____

☐ The defendant must pay interest on restitution and a fine of more than $2,500, unless the restitution or fine is paid in full before the fifteenth day after the date of the judgment, pursuant to 18 U.S.C. § 3612(f). All of the payment options on Sheet 6 may be subject to penalties for delinquency and default, pursuant to 18 U.S.C. § 3612(g).

[ ] The court determined that the defendant does not have the ability to pay interest and it is ordered that:

[ ] the interest requirement is waived for the fine restitution.

☐ the interest requirement for the fine restitution is modified as follows:

* Findings for the total amount of losses are required under Chapters 109A, 110, 110A, and 113A of Title 18 for offenses committed on or after September 13, 1994, but before April 23, 1996.

AO 245B (Rev. 06/05) Judgment in a Criminal Case
Sheet 6 — Schedule of Payments

Judgment — Page 5 of 5

DEFENDANT: LORI MARCOTTE
CASE NUMBER: 04-61-2 "GPK

SCHEDULE OF PAYMENTS

Having assessed the defendant's ability to pay, payment of the total criminal monetary penalties are due as follows:

A ☐ Lump sum payment of $ _____ due immediately, balance due

☐ not later than _____ , or
☐ in accordance ☐ C, ☐ D, ☐ E, or ☐ F below; or

B ☐ Payment to begin immediately (may be combined with ☐ C, ☐ D, or ☐ F below); or

C ☐ Payment in equal monthly installments of $,to commence ; or

D ☐ Payment in equal _____ (e.g., weekly, monthly, quarterly) installments of $ _____ over a period of _____ (e.g., months or years), to commence _____ (e.g., 30 or 60 days) after release from imprisonment to a term of supervision; or

E ☐ Payment during the term of supervised release will commence within _____ (e.g., 30 or 60 days) after release from imprisonment. The court will set the payment plan based on an assessment of the defendant's ability to pay at that time; or

F ☑ Special instructions regarding the payment of criminal monetary penalties:

The defendant shall pay to the United States a fine in the amount of $15,000.00, to be paid in full no later than October 16, 2006.

Unless the court has expressly ordered otherwise, if this judgment imposes imprisonment, payment of criminal monetary penalties is due during imprisonment. All criminal monetary penalties, except those payments made through the Federal Bureau of Prisons' Inmate Financial Responsibility Program, are made to the clerk of the court.

The defendant shall receive credit for all payments previously made toward any criminal monetary penalties imposed.

☐ Joint and Several

Defendant and Co-Defendant Names and Case Numbers (including defendant number), Total Amount, Joint and Several Amount, and corresponding payee, if appropriate.

☐ The defendant shall pay the cost of prosecution.

☐ The defendant shall pay the following court cost(s):

☐ The defendant shall forfeit the defendant's interest in the following property to the United States:

Payments shall be applied in the following order: (1) assessment, (2) restitution principal, (3) restitution interest, (4) fine principal, (5) fine interest, (6) community restitution, (7) penalties, and (8) costs, including cost of prosecution and court costs.

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NUMBER: 76-770 DIVISION: "B"

STATE OF LOUISIANA

VERSUS

JEFFERY J. DUHON

FILED:_____ DEPUTY CLERK:_____

MOTION FOR EXPUNGEMENT

On motion of JEFFERY J. DUHON, through his undersigned counsel, and on suggesting to this Honorable Court, that:

I.

On or about the day of , your mover, JEFFERY J. DUHON, was arrested and booked by the police authorities for the Parish of Jefferson, State of Louisiana, and such arrest and booking was assigned Item Number: 3-12486-76, of the Jefferson Parish Sheriff's Office. Subsequently, the Parish of Jefferson through the District Attorney's Office for the Parish of Jefferson, did then and there file charges in the above said matter.

II.

The above said court matter resulted, as follows:

Defendant was sentenced to two (2) years hard labor suspended; five years active probation; sentenced to serve twelve (12) consecutive weekends in Jefferson Parish Correction Center each Saturday from 8:00 am to 6:00 pm. and each Sunday from 8:00 am to 6:00 pm. to begin on February 12, 1977; this sentencing ran consecutive with case number 76-1505.

III.

Mover, JEFFERY J. DUHON is appearing herein for the sole purpose of moving the Court to order the annulment and/or cancellation and destruction of the record of the arrest, charge and disposition herein identified.

IV.

The authority for the Court's order is provided for under R.S. 44:9 of the Louisiana Revised Statutes, as amended,

directing all officials, agencies, institutions, boards and systems, their employees, agents, consultants and special committees, including but not limited to:

A. **Harry Lee**, Sheriff of the Parish of Jefferson, State of Louisiana; and,

B. **John M. Mamoulides**, District Attorney, Parish of Jefferson, State of Louisiana; and,

C. **Jon A. Gegenheimer**, Clerk of the 24th Judicial District Court, Parish of Jefferson, State of Louisiana; and

D. **Louisiana State Police Criminal Records Section**, 265 South Foster Drive, Baton Rouge, Louisiana; and,

E. **Col. Malcolm Millet**, Administrator of Louisiana Bureau of Criminal Identification, State Police Headquarters, State Capitol, Baton Rouge, Louisiana;

TO EXPUNGE ANY RECORD CONCERNING THE ARREST OF YOUR MOVER:

NAME: **JEFFERY J. DUHON**

D.O.B.: **January 7, 1959**

ITEM NO.: **3-12486-76**

DATE OF ARREST:

ARRESTING AGENCY: **Jefferson Parish Sheriff's Office**

whether in microfilm, computer card or tape, or any other photographic, electronic or mechanical method of storing data and to destroy any record of arrest, photograph, fingerprint or any other information of any and all kinds or descriptions; and,

WHEREFORE, mover prays that this Court enter an order to direct any and all agencies and law enforcement offices having records of the proceedings herein, including but not limited to the above named entities, to file a sworn affidavit with the Clerk of this Court, within a time specified by this Court, to the effect that such records have been destroyed and that no notation or references have been retained in any central depository which will or might lead to the inference that any record was ever on file with any agency or law enforcement office.

IT IS SO MOVED.

E. WAYNE WALKER
Attorney for Mover
819 Fourth Street
Gretna, Louisiana 70053
Phone: (504) 368-5630

ORDER

IT IS HEREBY ORDERED that the Jefferson Parish Sheriff's Office show cause on the 15 day of July, 1993, why the motion for expungement should not be granted.

Gretna, Louisiana, this _____ day of _____, 1993.

JUDGE

PLEASE SERVE:

Honorable Harry Lee
Sheriff, Parish of Jefferson
State of Louisiana
Gretna, Louisiana 70053

ON MINUTES
AUG 5 1993

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NUMBER: 76-770 DIVISION: "B"

STATE OF LOUISIANA

VERSUS

JEFFERY J. DUHON

FILED: _____ DEPUTY CLERK: _____

JUDGEMENT OF EXPUNGEMENT

The foregoing motion considered let all entities, agencies and law enforcement offices, including but not limited to the following:

A. **Harry Lee**, Sheriff of Jefferson Parish, State of Louisiana; and,

B. **John M. Mamoulides**, District Attorney, Parish of Jefferson, State of Louisiana; and,

C. **Jon A. Gegenheimer**, Clerk of the 24th Judicial District Court, Parish of Jefferson, State of Louisiana; and,

D. **Louisiana State Police Criminal Records Section**, 265 South Foster Drive, Baton Rouge, Louisiana; and,

E. **Col. Malcolm Millet**, Administrator of Louisiana Bureau of Criminal identification, State Police Headquarters, State Capitol, Baton Rouge, Louisiana.

Expunge and destroy any record of the arrest, photographs, fingerprints or any other information of any and all kinds or descriptions relating to the following:

NAME: **JEFFERY J. DUHON**

D.O.B.: **January 7, 1959**

COMPLAINT/ITEM NO.: **3-12486-76**

DATE OF ARREST:

ARRESTING AGENCY: **Jefferson Parish Sheriff's Office**

whether such information be on microfilm, computer card or tape, or any other photographic, electronic or mechanical method of storing data. Further, such agencies, entities and law enforcement offices and particularly the ones listed above shall file a sworn affidavit to the effect that such records have been

destroyed and that no notations or references including the foregoing motion and this judgement, have been retained in any of their files or central depository which will or might lead to the inference that any record ever was on file with any agency or law enforcement office and in particular the above named entities, provided however the original affidavit calls for herein shall be retained by the agency, entity or law enforcement office making sure; all in accordance with R.S. 44:9 of the Louisiana Revised Statutes of 1950, as amended. Such agencies, entities and law enforcement offices shall file said affidavits on or before the 29th day of September, 1993 with the Clerk of the 24th Judicial District Court, Parish of Jefferson, State of Louisiana.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that JEFFERY J. DUHON, is herewith discharged and the above numbered and entitled proceeding against he and is herewith dismissed.

Gretna, Louisiana, this 29th day of July, 1993.

ON MINUTES AUG 5 1993

JUDGE

PLEASE SERVE:

1. Harry Lee
   Sheriff
   Jefferson Parish
   Gretna, Louisiana

2. John M. Mamoulides
   District Attorney
   Jefferson Parish
   Gretna, Louisiana

3. Jon A. Gegenheimer
   Clerk of Court
   24th Judicial District
   Gretna, Louisiana

4. Louisiana State Police
   Criminal Records Section
   265 South Foster Drive
   Baton Rouge, Louisiana 70806

5. Col. Malcolm Millet
   Administrator of Louisiana
   Bureau of Criminal Identification
   State Police Headquarters
   State Capitol
   Baton Rouge, Louisiana 70804

A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE

DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NUMBER: 76-770 DIVISION:"B"

STATE OF LOUISIANA

VERSUS

[redacted]

FILED: _____ DEPUTY CLERK: _____

MOTION TO SET ASIDE CONVICTION

AND DISMISS PROSECUTION

Defendant, [redacted] through undersigned counsel, moves the Court to set aside his conviction and dismiss the prosecution pursuant to LSA-C.Cr.P. Art. 893 (B).

Defendant has successfully completed his period of probation, has not been convicted of any other criminal offense and has no criminal charges pending.

Respectfully Submitted,

E. Wayne W

E. WAYNE WALKER
Attorney at Law
819 Fourth Street
Gretna, LA 70053
(504) 368-5630

ORDER

Considering the foregoing Motion,

IT IS ORDERED that the State of Louisiana, show cause on the 17 day of June, 1993 at 9:00 o'clock am. why the foregoing Motion should not be granted.

Gretna, Louisiana, this 16 day of June, 1993.

JUDGE

ON MINUTES
AUG 5 1993

FILED FOR RECORD
'93 JUL 29 PM 2 16

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE

DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA

HP Exhibit 77(c)

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NUMBER: 76-770 DIVISION: B

STATE OF LOUISIANA

VERSUS

[redacted]

FILED: June 2, 1993 DEPUTY CLERK: J. A. Sherod

ORDER

Considering the foregoing Motion to Set Aside Conviction;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the conviction under docket number: 76-770, 24TH JUDICIAL DISTRICT COURT, DIVISION "B" which was pled under LSA-C.Cr.P. Art. 893 (B) is hereby set aside on this 1 day of June, 1993.

Gretna, Louisiana this 18 day of June, 1993.

JUDGE

ON MINUTES AUG 5 1993

FILED FOR RECORD 93 AUG 29 PM 2 17 DEPUTY CLERK PARISH OF JEFFERSON, LA.

A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.

DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.