

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

UNITED STATES OF AMERICA

*

CRIMINAL NO. 2:11-CR-252

v.

*

SECTION: R(5)

**IRVIN FREDERICK HINGLE, JR.
a/k/a JIFF HINGLE**

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* * *

FACTUAL BASIS

Should this matter have proceeded to trial, the Government would have proven, through the introduction of competent testimony and admissible evidence, the following facts, beyond a reasonable doubt, to support the allegations in the Bill of Information now pending against the defendant:

The defendant, **IRVIN FREDERICK HINGLE, JR. a/k/a JIFF HINGLE (“HINGLE”)** has agreed to plead guilty as charged to the one-count Bill of Information charging him with violating Title 18, United States Code, Section 371, by conspiring to violate Title 18, United States Code, Sections 1341 and 666(a)(1)(B).

Conspiracy to Commit Mail Fraud

HINGLE was the duly elected Sheriff of Plaquemines Parish, State of Louisiana, located in the Eastern District of Louisiana, from January 1, 1992 until mid-2011. During the calendar year 2008, **HINGLE** solicited and accepted campaign contributions from various individuals and entities, although 2008 was not a year in which **HINGLE** stood for re-election. By law, such contributions are made for the purpose of supporting, opposing or otherwise influencing the nomination or election of a person to public office. LSA-R.S 18:1483(6)(a).

As a candidate for the office of Sheriff of Plaquemines Parish or while he was the incumbent Sheriff, **HINGLE** was required by Louisiana law to file, and did file, an annual campaign finance report disclosing information regarding campaign contributions received during the reporting period including the name and address of each donor, the date and amount of the contribution, and the total amount of contributions from that source during the election cycle. **HINGLE** was required to report the location of his designated bank account into which he deposited all campaign contributions. By law he was prohibited from expending contributions for any personal use unrelated to a political campaign or the holding of public office or party position. LSA-R.S. 18:1505.2(I)(1).

HINGLE also was required to report on his annual campaign finance report all campaign expenditures, which are defined as payments made for the purpose of supporting election to public office and included monies spent for general operating expenses. LSA-R.S. 18:1483(9)(a). **HINGLE** also certified that his campaign finance reports were true and correct.

On or about February 15, 2009, **HINGLE** mailed or caused to be mailed via the United States Postal System his annual campaign finance report for the period January 1, 2008 through December 31, 2008, from the Eastern District of Louisiana to the Louisiana Board of Ethics in Baton

Rouge, Louisiana. That report, which was prepared by **HINGLE** and others in his campaign, contained material misrepresentations and omitted material information which was required to be reported by **HINGLE**.

More specifically, during the calendar year 2008, **HINGLE**'s campaign report listed numerous items as purported campaign expenditures when they were, in fact, non-campaign related expenses or personal expenses. For example, in 2008, Robert Berning Productions (RBP) was engaged by **HINGLE** to perform legitimate services for the PPSO. **HINGLE** paid for these PPSO-related expenses with his personal credit card and was reimbursed these amounts by the PPSO for these legitimate expenses. **HINGLE**, however, also listed these RBP expenses on his 2008 campaign report, falsely stating that these expenses were campaign-related when they were, in fact, PPSO-related expenses. **HINGLE** falsely listed over \$100,000 in expenses for work done by RBP on his 2008 campaign report.

In total, **HINGLE** received approximately \$149,853.39 in campaign funds to pay for non-campaign or personal expenditures, including the RBP work noted above. **HINGLE**'s false statements and omissions of material information from his 2008 campaign finance report served to conceal and cover up the fact that **HINGLE** was using campaign contributions for his personal benefit unrelated to a political campaign or the holding of public office.

Conspiracy to Accept Bribes and Kickbacks Concerning a Program Receiving Federal Funds

The Plaquemines Parish Sheriff's Office is an organization and/or local government/political subdivision of the State of Louisiana, located within the Eastern District of Louisiana, that received federal financial assistance and benefits of at least \$10,000 annually from 2008 through the date of

the Bill of Information, in the form of, among other things, grants, loans, contracts, subsidies, and/or other assistance. **HINGLE**, as the elected Sheriff of Plaquemines Parish, State of Louisiana, was an agent and employee of the Plaquemines Parish Sheriff's Office.

On or about October 1, 2007, W. Aaron Bennett ("Bennett"), using a company name (Benetech, LLC), entered into a contract with the PPSO, which required Bennett and his company to provide project management services relating to specific requirements for recovery from damages due to previous and future disasters.

Under the contract dated October 1, 2007 between the PPSO and Benetech, LLC, Bennett submitted numerous invoices to the PPSO for payment. Specifically, on or about January 15 and January 18, 2008, Bennett, by and through his company, Benetech, LLC, submitted invoices to **HINGLE**. On or about March 14, 2008, **HINGLE** approved payment of public funds to be paid for the Benetech invoices and signed a check dated March 14, 2008, drawn on the account of the Plaquemines Parish Sheriff's General Fund at Regions Bank made payable to Benetech, LLC. That check was transmitted to Benetech, LLC, and was negotiated on March 18, 2008.

Shortly after **HINGLE** approved and made payment on these invoices, Bennett provided **HINGLE** with a \$10,000 bribe/kickback payment in cash. **HINGLE** accepted this bribe/kickback payment from Bennett intending to be influenced or rewarded in connection with the approval of invoices from Benetech, LLC, on its contract with PPSO and the resulting payments from **HINGLE** to Bennett.

On or about March 28 and April 2, 2008, Bennett submitted twelve additional invoices to **HINGLE**. In turn, **HINGLE** made payment with public funds to Bennett with two checks payable

to Benetech, LLC, dated April 15, 2008, drawn on the account of the Plaquemines Parish Sheriff's General Fund at Regions Bank. Those checks were negotiated on April 16, 2008.

Shortly after **HINGLE** made payment with public funds to Benetech, LLC, relating to these invoices, Bennett made another \$10,000 bribe/kickback payment in cash. As with the first bribe/kickback payment from Bennett, **HINGLE** accepted this bribe/kickback payment from Bennett intending to be influenced or rewarded in connection with the approval of invoices from Benetech, LLC, on its contract with PPSO and the resulting payments from **HINGLE** to Bennett.

In addition, bank records and records of credit card companies would be offered in evidence to show the financial transactions described above.

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Date

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Assistant United States Attorney
Texas Bar No. 24045650

Date

IRVIN FREDERICK HINGLE, JR.
Defendant

Date

FRANK G. DE SALVO
Counsel for Defendant
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Date