

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

UNITED STATES OF AMERICA	*	CRIMINAL DKT. NO. 2:11-CR-089
v.	*	SECTION: C(1)
JEFFERSON THOMPSON	*	VIOLATIONS: 18 U.S.C. § 641
	* * *	

FACTUAL BASIS

The Defendant, **JEFFERSON THOMPSON** has agreed to plead guilty as charged to the pending bill of information in the above-captioned case charging him with one count of theft of government funds in violation of Title 18, United States Code, Section 641. Should this matter have gone to trial, the government would have proven, through the introduction of competent testimony and admissible, tangible exhibits, the following facts, beyond a reasonable doubt, to support the allegations in the bill of information now pending against **JEFFERSON THOMPSON**:

Representatives from the United States Department of Housing and Urban Development (“HUD”), an agency and department of the United States government, and representatives from the Jefferson Parish Housing Authority (“JPHA”) would testify that, beginning no later than December 1, 2005, through on or about December 31, 2008, the defendant, **JEFFERSON THOMPSON**, was a certified landlord in JPHA’s low income or Section 8 housing program. These representatives would testify that the JPHA, which is located in the Eastern District of Louisiana, is funded directly by federal funds supplied by HUD, and was subject to HUD rules and regulations. These representatives would further testify that the Section 8 program was

administered locally by JPHA.

Evidence, in the form of competent testimony from witnesses and admissible documents, would be introduced to prove that, on or about December 1, 2005, the defendant, **JEFFERSON THOMPSON**, was assigned a tenant named Antoinette Kelly (“Kelly”), for a property he owned located at 7306 Mistletoe Street, Metairie, Louisiana, located in the Eastern District of Louisiana. The terms of Kelly’s lease with **THOMPSON** required a monthly rent of approximately \$650, with approximately \$595 of that amount being subsidized JPHA (which was funded by HUD), running from on or about December 1, 2005, through on or about May 1, 2007. The lease contract, which was signed and executed by **THOMPSON**, prohibited the landlord from receiving, in the past, present, or future, any payments from any source other than JPHA, for the rental of the unit being leased to Kelly.

Beginning in or around January 2007, to reflect the current value of the unit located on Mistletoe Street in Metairie, Louisiana, the JPHA increased the amount of monthly rent to approximately \$850, all of which, at that time, was subsidized by JPHA (which was funded by HUD). The lease term on this amended lease incorporated the terms of the prior lease, including the prohibition on **THOMPSON** receiving, in the past, present, or future, any payments, from any source other than JPHA, for the rental unit being leased to Kelly. The new lease was effective from on or about January 1, 2007, through on or about January 31, 2008. Both **THOMPSON** and Kelly executed a new tenant agreement reflecting these changes.

Evidence would be introduced to prove that, at some point in or near summer 2006, **THOMPSON** raised the rent on the unit on Mistletoe Street to a level above-and-beyond what was being covered by JPHA’s subsidized rent payments for Kelly. After being informed that

Kelly could not afford the new rent, **THOMPSON** went to an assistance center run by the Federal Emergency Management Agency (“FEMA”) with Kelly and applied for additional funds to cover **THOMPSON**’s increased rent. FEMA is an agency or department of the United States which, in the aftermath of Hurricane Katrina, made funds available to qualifying individuals. These funds were appropriated to FEMA as a result of legislation passed by the Congress of the United States of America with the approval of the President of the United States. Kelly was familiar with FEMA assistance because, up until August 2006, as a result of being displaced from Hurricane Katrina, Kelly had received FEMA assistance.

After **THOMPSON**’s increase in rent, and after his application to FEMA for additional funds to cover this rent increase was approved, the FEMA payments were sent directly to **THOMPSON**. These payments came in the form of monthly checks, in the amount of approximately \$650 per month, covering the months of on or about August 2006 through on or about January 2008. These checks were made payable to the defendant and were endorsed by him. The FEMA checks would be introduced into evidence to prove the disbursement of these funds.

Pursuant to the JPHA Section 8 contract **THOMPSON** had agreed to, however, he was prohibited from receiving any payments, from any source other than the JPHA, to cover Kelly’s rent. Accordingly, once **THOMPSON** began receiving FEMA assistance for Kelly’s rent, he was knowingly and unlawfully stealing JPHA Section 8 funds, which are federal funds provided by HUD. Evidence would be introduced to prove that while receiving the FEMA funds to cover Kelly’s increased rent, **THOMPSON** used the JPHA funds from HUD for his personal use. Thus, from on or about August 2006, through on or about January 2008, **THOMPSON** was

knowingly and unlawfully stealing federal funds, that is, the JPHA Section 8 funds, which are funded by the U.S. Department of Housing and Urban Development, as set forth below in the following monthly amounts, for a total of \$13,770.00:

Date of HUD/Section 8 Assistance	Amount of HUD/Section 8 Assistance
8/1/2006	\$595.00
9/1/2006	\$595.00
10/1/2006	\$595.00
11/1/2006	\$595.00
12/1/2006	\$595.00
1/1/2007	\$595.00
2/1/2007	\$850.00
3/1/2007	\$850.00
4/1/2007	\$850.00
5/1/2007	\$850.00
6/1/2007	\$850.00
7/1/2007	\$850.00
8/1/2007	\$850.00
9/1/2007	\$850.00
10/1/2007	\$850.00
11/1/2007	\$850.00
12/1/2007	\$850.00
1/1/2008	\$850.00
TOTAL	\$13,770.00

Copies of the JPHA checks would further be introduced into evidence to prove the disbursement of these funds.

Evidence would further be admitted to prove that, on or about December 10, 2008, the defendant, **JEFFERSON THOMPSON**, was interviewed by agents from the U.S. Department of Housing and Urban Development, Office of Inspector General. After being confronted with the evidence of his receipt of FEMA payments on Kelly's behalf and his unlawful stealing of HUD funds during this time period, **THOMPSON** admitted that he went with Kelly to apply for the FEMA funds; that, while receiving the FEMA funds as additional funds, he also received and utilized the HUD payments for his personal use; and that he knew it was illegal to receive more than one government subsidy for the same tenant at the same time.

MATTHEW S. CHESTER
Assistant United States Attorney
Texas Bar No. 24045650

Date

JEFFERSON THOMPSON
Defendant

Date

MARION FLOYD, ESQ.
LA Bar Roll No. 22902
Attorney for the Defendant Jefferson Thompson

Date