

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

**INDICTMENT FOR BRIBERY IN CONNECTION WITH A PROGRAM RECEIVING
FEDERAL FUNDS AND CONSPIRACY, CONSPIRACY TO COMMIT MONEY
LAUNDERING AND OBSTRUCTION OF JUSTICE**

UNITED STATES OF AMERICA	*	CRIMINAL NO.
v.	*	SECTION:
MOSE JEFFERSON	*	VIOLATION: 18 U.S.C. § 371
		18 U.S.C. § 666
	*	18 U.S.C. § 1956(h)
		18 U.S.C. § 1512
	*	18 U.S.C. § 2
*	*	*

The Grand Jury charges that:

COUNT 1

(Conspiracy to Commit Bribery in Connection with a Program Receiving Federal Funds)

A. AT ALL TIMES MATERIAL HEREIN:

“I Can Learn”

1. “I Can Learn®” was a computer based learning system designed to teach mathematics to children. The system was developed by JRL Enterprises (“JRL”) and JRL sought contracts to provide “I Can Learn®” to school districts/systems nationwide, including the Orleans Parish public school system. _____

Orleans Parish School Board

2. The Orleans Parish public school system is operated through an elected board empowered with the authority to contract and approve expenditures of federal funds and, at all times material to this Indictment, the Orleans Parish School Board (“School Board”) was a local government agency that received federal funding in excess of \$10,000 annually.

Ellenese Brooks-Simms

3. On or about October 7, 2000, Ellenese Brooks-Simms was elected to the School Board with the assistance and support of the defendant MOSE JEFFERSON and his political organization.

4. From January, 2001 through December, 2004, Ellenese Brooks-Simms served as an elected member and agent of the School Board. In 2002 and 2003, she served as the School Board’s president.

Defendant - MOSE JEFFERSON

5. Defendant MOSE JEFFERSON owned and operated B.E.P. Consulting Services (“B.E.P.”) during the material periods outlined in this Indictment.

6. On or about October 18, 2000, B.E.P. was incorporated under Louisiana law and defendant MOSE JEFFERSON was listed with the Louisiana Secretary of State’s office as the company’s registered agent and president.

7. Defendant MOSE JEFFERSON as President of B.E.P., which stands for “Business, Education, Politics,” was authorized under a written agreement to be the exclusive sales agent for JRL to market “I Can Learn®” to the Orleans Parish public school system.

8. Defendant MOSE JEFFERSON also controlled other Louisiana companies, to include, among others, Southwind Consultants, Inc. and Southwind Consultants, LLC (hereinafter

collectively referred to as “Southwind”). Defendant MOSE JEFFERSON used a Southwind bank account to originate the payments he made to Ellenese Brooks-Simms, hereinafter described.

“I Can Learn®” Sales Agent Agreement

9. On or about May 1, 2001, several months after Ellenese Brooks-Simms was elected to the School Board, JRL executed a written sales agent agreement with defendant MOSE JEFFERSON knowing he had a close relationship with School Board member Ellenese Brooks-Simms.

10. This sales agent agreement authorized defendant MOSE JEFFERSON to exclusively market “I Can Learn®” on behalf of JRL within a number of business territories, to include the Orleans Parish public school system. This agreement also provided defendant MOSE JEFFERSON with a sales commission for any sale he made on behalf of JRL.

Orleans Parish 2003 “I Can Learn®” Lease

11. In 2003, the School Board approved an expenditure of nearly \$7,000,000 for a three year lease of thirty-nine “I Can Learn®” equipped classrooms.

Orleans Parish 2004 “I Can Learn®” Lease/Purchase

12. In 2004, the School Board approved an additional expenditure of nearly \$7,000,000 for the lease/purchase of an additional forty-five “I Can Learn®” equipped classrooms.

13. Ellenese Brooks-Simms voted for both contracts, and defendant MOSE JEFFERSON received approximately \$913,000 in commissions from JRL for his involvement in the 2003 and 2004 “I Can Learn®” contracts.

MOSE JEFFERSON’s “I Can Learn®” Commissions (2003 and 2004 Contracts)

14. JRL paid defendant MOSE JEFFERSON his 2003 “I Can Learn®” contract commission in two installments. On or about December 1, 2003, JRL paid defendant MOSE JEFFERSON, through

his company B.E.P., a commission check in the amount of \$232,250, and, on or about January 12, 2004, JRL paid defendant MOSE JEFFERSON, through his company B.E.P., another commission check in the amount of \$408,324.66. Both checks were drawn on JRL's corporate bank account and contained a memo line reading "Orleans Commission."

15. On or about December 28, 2004, JRL paid defendant MOSE JEFFERSON, through his company B.E.P., his 2004 "I Can Learn®" contract commission check in the amount of \$272,593.55, arising out of an expansion of the "I Can Learn®" program. The check was drawn on JRL's corporate bank account and contained a memo line reading "Orleans Commission."

B. THE CONSPIRACY:

Beginning in or about September, 2000, and continuing through in or about June, 2007, in the Eastern District of Louisiana, and elsewhere, the defendant MOSE JEFFERSON and others known and unknown to the Grand Jury, did knowingly and willfully combine, conspire, confederate and agree with each other to corruptly give, offer, and agree to give something of value to Ellenese Brooks-Simms with the intent to influence and reward Ellenese Brooks-Simms in connection with the business, transaction or series of transactions of the School Board involving something of value of \$5,000 or more, in violation of Title 18, United States Code, Section 666(a)(2).

C. OVERT ACTS IN FURTHERANCE OF THE SCHEME:

On or about the dates below, and in furtherance of the conspiracy and to effect the unlawful objects thereof, the defendant MOSE JEFFERSON and others known and unknown to the Grand Jury, committed and caused to be committed the following Overt Acts, among others, in the Eastern District of Louisiana and elsewhere:

Orleans Parish School Board - 2003 "I Can Learn®" Contract

1. Several months after helping Ellenese Brooks-Simms get elected to the School Board, MOSE JEFFERSON executed an exclusive sales agent agreement with JRL which was seeking to sell "I Can Learn®" classrooms to the Orleans Parish public school system. The agreement was signed and dated on May 1, 2001, and JRL knew at the time of the signing that MOSE JEFFERSON had a close relationship with school board member, Ellenese Brooks-Simms.
2. In or about May, 2003, defendant MOSE JEFFERSON corruptly offered Ellenese Brooks-Simms, with the intent to influence her official actions, a reward in connection with her support, promotion and approval of "I Can Learn®" contracts coming before the School Board.
3. On or about June 16, 2003, Ellenese Brooks-Simms voted for an expenditure of nearly \$7,000,000 for a three year lease of thirty-nine "I Can Learn®" equipped classrooms.
4. On or about December 1, 2003, defendant MOSE JEFFERSON, through his company B.E.P., received a \$232,250 commission check from JRL. After receiving that check, defendant MOSE JEFFERSON then wrote a series of checks to disguise the flow of the illegal payoff to Ellenese Brooks-Simms. He first wrote a \$65,000 B.E.P. corporate check to his "flow-through" company, Southwind, to conceal the origin of the payoff. Thereafter, he gave Ellenese Brooks-Simms a \$50,000 Southwind check as a reward for her official support and approval of the 2003 "I Can Learn®" contract.
5. On or about December 4, 2003, Ellenese Brooks-Simms, to conceal and disguise her receipt of this illegal payoff, placed the name of her daughter, Stacy Simms, on the payee line of the check and then caused this check to be deposited in a Liberty Bank and Trust ("Liberty Bank") account recently opened in Stacy Simms' name for this express purpose.
6. On or about January 12, 2004, defendant MOSE JEFFERSON, through his company B.E.P., received a second commission check in the amount of \$408,324.66 from JRL. After receiving that check, defendant MOSE JEFFERSON again wrote a series of checks to disguise the flow of the next illegal payoff to Ellenese Brooks-Simms. He first wrote a \$73,000 B.E.P. corporate check to his "flow-through" company, Southwind, to conceal the origin of the illegal payoff. Thereafter, he gave Ellenese Brooks-Simms a second \$50,000 Southwind check as a reward for her official support and approval of the 2003 "I Can Learn®" contract.
7. On or about January 28, 2004, Ellenese Brooks-Simms, to conceal and disguise her receipt of this illegal payoff, again placed the name of her daughter, Stacy Simms, on the payee line of the check and then caused this check to be deposited in the same Liberty Bank account recently opened in Stacy Simms' name for this express purpose.

Orleans Parish School Board - 2004 "I Can Learn®" Contract

8. On or about November 15, 2004, Ellenese Brooks-Simms voted for an expenditure of nearly \$7,000,000 for another three year "I Can Learn®" contract. On or about December 28, 2004, as a result of the School Board's approval of this new contract, JRL then paid defendant MOSE JEFFERSON, through his company B.E.P., a commission check in the amount of \$272,593.55.
9. After defendant MOSE JEFFERSON received his 2004 School Board "I Can Learn®" contract commission, he then paid Ellenese Brooks-Simms a \$40,000 illegal reward for her role in assuring the School Board's approval of the 2004 contract. To disguise the illicit nature of the proceeds, defendant MOSE JEFFERSON paid this illegal reward with a January 7, 2005 B.E.P. corporate check made payable to a third party who had no knowledge of the transaction.
10. After receiving the \$40,000 payoff check from defendant MOSE JEFFERSON, Ellenese Brooks-Simms endorsed the check with the name of the third party and then presented it to Burnell Moliere for cashing.
11. On or about January 7, 2005, Burnell Moliere accepted this third party check from Ellenese Brooks-Simms and deposited it into his personal bank account.
12. In or about January, 2005, Burnell Moliere then conducted a series of financial transactions at his bank to conceal the flow of money between defendant MOSE JEFFERSON and Ellenese Brooks-Simms. The transactions involved personal cash withdrawals and check cashing by straw-payees. Straw-payees are individuals to whom checks are written but who are never intended to receive the proceeds of the checks. (See chart below).

First American Bank - Personal Account of Burnell Moliere

Overt Act #	Payee	Check #	Date	Amount
12(a)	Cash	1414	1/7/05	\$5000
12(b)	Straw-Payee "A"	1316	1/12/05	\$7500
12(c)	Straw-Payee "B"	1317	1/14/05	\$7500
12(d)	Cash	1412	1/14/05	\$5000
12(e)	Straw-Payee "C"	1322	1/21/05	\$7000
12(f)	Straw-Payee "D"	1323	1/24/05	\$4000
12(g)	Cash	1418	1/28/05	\$4000

13. In or about January, 2005, Burnell Moliere collected cash totaling \$40,000 from the transactions listed above and then transferred the cash to Ellenese Brooks-Simms in several installments.

Obstruction and Cover-Up

14. In or about October and November, 2006, a federal grand jury subpoenaed the bank accounts of defendant MOSE JEFFERSON and Stacy Simms. In December, 2006, defendant MOSE JEFFERSON, now aware that Ellenese Brooks-Simms' and Stacy Simms' records had been subpoenaed by federal authorities, met Ellenese Brooks-Simms and told her to use a cover story he had devised to impede the ongoing federal investigation.
15. On May 21, 2007, defendant MOSE JEFFERSON called Ellenese Brooks-Simms to arrange another meeting. Knowing federal agents had interviewed Ellenese Brooks-Simms and her family about the bribery scheme, defendant MOSE JEFFERSON directed Ellenese Brooks-Simms to meet him at The Home Depot in Gretna, Louisiana to discuss their options.
16. On the same date, Ellenese Brooks-Simms met defendant MOSE JEFFERSON at The Home Depot in Gretna, Louisiana. During this meeting, defendant MOSE JEFFERSON coached Ellenese Brooks-Simms to use several fabricated stories he had concocted to obstruct and impede the federal investigation.
17. On May 25, 2007, defendant MOSE JEFFERSON met again with Ellenese Brooks-Simms at a hospital in Marrero, Louisiana. During this meeting, defendant MOSE JEFFERSON repeatedly urged Ellenese Brooks-Simms to lie to federal authorities and to use yet another fabricated story he had concocted to obstruct and impede the federal investigation.

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

COUNTS 2-4

(Bribing an Agent of an Organization Receiving Federal Funds)

- A. The allegations contained in Section A of Count 1 are realleged and incorporated as if fully set forth herein.
- B. On or about the dates listed below, in the Eastern District of Louisiana, defendant MOSE JEFFERSON did knowingly and corruptly give, offer, and agree to give something of value to Ellenese Brooks-Simms with the intent to influence and reward Ellenese Brooks-Simms in

connection with the business, transaction or series of transactions of the Orleans Parish School Board involving something of value of \$5,000 or more:

COUNT	DATE	CHECK AMOUNT
2	12/3/2003	\$50,000
3	1/26/2004	\$50,000
4	1/7/2005	\$40,000

All in violation of Title 18, United States Code, Sections 666(a)(2) and 2.

COUNT 5
(Money Laundering Conspiracy)

A. The allegations contained in Section A of Count 1 are realleged and incorporated as if fully set forth herein.

B. THE CONSPIRACY:

Beginning in or about September, 2000, and continuing through in or about June, 2007, in the Eastern District of Louisiana, and elsewhere, the defendant MOSE JEFFERSON and others known and unknown to the Grand Jury, did knowingly and willfully combine, conspire, confederate and agree with each other to engage and attempt to engage in a monetary transaction by, through, and to a financial institution, affecting interstate commerce, in criminally derived property of a value greater than \$10,000, such property having been derived from a specified unlawful activity, that is: bribery involving a program receiving federal funds as outlined in Counts 2-4.

C. OVERT ACTS IN FURTHERANCE OF THE CONSPIRACY:

Overt Acts 10-13 of Count 1 are realleged and incorporated as if fully set forth herein.

All in violation of Title 18 United States Code, Section 1956 (h).

COUNT 6
(Obstruction of Justice)

A. The allegations contained in Section A of Count 1 are realleged and incorporated as if fully set forth herein.

B. On or about May 21, 2007, in the Eastern District of Louisiana, defendant MOSE JEFFERSON did knowingly and corruptly attempt to persuade Ellenese Brooks-Simms to lie to federal law enforcement authorities engaged in a federal investigation with the intent to hinder, delay and prevent a communication to a law enforcement officer of information relating to the commission or possible commission of a federal offense, namely bribery involving a program receiving federal funds, money laundering and conspiracy.

All in violation of Title 18 United States Code, Sections 1512 (b)(3) and 2.

COUNT 7
(Obstruction of Justice)

A. The allegations contained in Section A of Count 1 are realleged and incorporated as if fully set forth herein.

B. On or about May 25, 2007, in the Eastern District of Louisiana, defendant MOSE JEFFERSON did knowingly and corruptly attempt to persuade Ellenese Brooks-Simms to lie to federal law enforcement authorities engaged in a federal investigation with the intent to hinder, delay and prevent a communication to a law enforcement officer of information relating to the commission or possible commission of a federal offense, namely bribery involving a program receiving federal funds, money laundering and conspiracy.

All in violation of Title 18 United States Code, Sections 1512 (b)(3) and 2.

NOTICE OF FORFEITURE

A. The allegations contained in Counts 1 through 7 of this indictment are realleged and incorporated by reference as though fully set forth herein for the purpose of alleging forfeiture of the United States of America pursuant to the provisions of Title 18, United States Code, Sections 982 and 981(a)(1)(C) made applicable through Title 28, United States Code, Section 2461.

B. As a result of the offenses alleged in Counts 1 through 7, defendant MOSE JEFFERSON shall forfeit to the United States of America pursuant to Title 18, United States Code, Section 981(a)(1)(C) made applicable through Title 28, United States Code, Section 2461, any and all property, real or personal, which constitutes or is derived from proceeds traceable to violations of Title 18, United States Code, Sections 371, 666, 1956(h), and 1512, including, but not limited to, the following:

- a. Dryades Savings Bank, Account Number XXX0783 in the name of B.E.P. Consulting Services, LLC, in the amount of \$216,070.45;
- b. Liberty Bank and Trust Company, Account Number XXX6906 in the name of Mose Jefferson, in the amount of \$47,609.12;
- c. \$913,168.21 in United States Currency and all interest and proceeds traceable thereto, in that such sum in aggregate is property traceable to a violation of Title 18, United States Code, Sections 371, 666, 1956, and 1512.

C. As a result of the offense, alleged in Count 5, defendant MOSE JEFFERSON shall forfeit to the United States of America pursuant to Title 18, United States Code, Section 982(a)(1), all property, real or personal, involved in the aforesaid offense and all property traceable to such property, including but not limited to the following property, which was involved in the said violations of Title 18, United States Code, Sections 1956(h) and 1957, or is traceable to such property, including but not limited to the following:

- a. \$40,000 in United States Currency and all interest and proceeds traceable thereto, in that such sum in aggregate is property which was involved in the aforesaid offenses or is traceable to such property.

D. If any of the property described above as being subject to forfeiture, as a result of any acts or omissions of the defendant:

- a. cannot be located upon the exercise of due diligence;
- b. has been transferred or sold to, or deposited with, a third party;
- c. has been placed beyond the jurisdiction of the Court;
- d. has substantially diminished in value; or
- e. has been commingled with other property which cannot be divided without difficulty;

it is the intent of the United States, pursuant to Title 18, United States Code, Section 853(p), to seek forfeiture of any other property of said defendant up to the value of the above forfeiture property.

All in violation of Title 18, United States Code, Sections 371, 666, 1512, 1956, 982 and 981(a)(1)(c),
made applicable through Title 28, United States Code, Section 2461.

_____ A TRUE BILL:

FOREPERSON

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New Orleans, Louisiana
April 2, 2008