

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

FELONY

**BILL OF INFORMATION FOR CONSPIRACY TO COMMIT THEFT
IN CONNECTION WITH A PROGRAM RECEIVING FEDERAL FUNDS**

UNITED STATES OF AMERICA	*	CRIMINAL NO.	
v.	*	SECTION:	
EARL MYERS	*	VIOLATION:	18 U.S.C. § 371
	*		

The United States Attorney charges that:

COUNT 1 - Conspiracy

A. AT ALL MATERIAL TIMES HEREIN:

New Orleans Affordable Homeownership

1. Prior to August 2005, the City of New Orleans contracted with New Orleans Affordable Homeownership Corporation (“NOAH”), a city agency and non-profit corporation, to help repair and remediate residential properties owned by low to moderate income individuals. The program was designed to address the problem of blight in the New Orleans metropolitan area. Primarily, NOAH provided paint supplies, painting service and roofing materials to eligible program participants.

2. On or about August 29, 2005, Hurricane Katrina made landfall in the New Orleans, Louisiana area, and, as a result, damaged and destroyed homes in the New Orleans metropolitan area.

Hurricane Katrina further exacerbated the blight problem in the City of New Orleans and created even more of an urgency to repair and remediate blighted homes.

3. To that end, in January of 2006, the City of New Orleans entered into a one-year contract with NOAH expanding the scope of its previous agreements to include gutting services. The program, called the Mayor's Home Remediation Program, still provided painting and roofing services to qualified individuals; however, post-Hurricane Katrina, NOAH began providing gutting services to homeowners whose homes were damaged by the storm. Gutting services included the complete gutting of a home, pressure washing the exterior, securing the home by boarding windows and doors, and grass cutting. In January of 2007, the City of New Orleans renewed its one-year agreement for home remediation services, including gutting, roofing, and painting.

4. Prior to and after August 29, 2005, the date Hurricane Katrina made landfall, City Official A was the Executive Director of NOAH. As the Executive Director of NOAH, City Official A was an agent of the organization, and had the following responsibilities, among others: (1) supervised the rehabilitation of properties; (2) managed professional service agreements; (3) supervised services provided by contractors; and (4) supervised all staff persons at New Orleans Affordable Homeownership. Although the City of New Orleans was responsible for approving contractors who would perform remediation work for NOAH, City Official A was responsible for the day-to-day management of the contractors and made the decision of how much work each contractor would get.

Housing and Urban Development Community Development Block Grants

5. Prior to and after August 2005 the United States Department of Housing and Urban Development, an agency and department of the United States, awarded federally funded grants

annually to the City of New Orleans in the form of Community Development Block Grants (the “CDBG program”). The primary objectives of the CDBG program are to develop viable communities by the provision of decent housing and a suitable living environment principally for low to moderate income households. A program may qualify for CDBG funds if it meets at least one of the following objectives: (1) to benefit low and moderate income persons, (2) prevent slums or blight, and (3) meet urgent needs that pose an immediate threat to a community. At least 70% of the funds must go toward the first objective, the benefit of low and moderate income persons.

6. In 2005, 2006, and 2007, CDBG program money funded NOAH’s activities through yearly contracts between the City of New Orleans and NOAH. Under these agreements, NOAH was entitled to receive \$880,000 per year in federal money to support their home remediation work. In exchange for the CDBG money, NOAH agreed to provide the remediation services and satisfy certain CDBG program requirements.

7. From 2005 through 2008, NOAH received federal funds from the Department of Housing and Urban Development in the form of CDBG money in excess of \$10,000 per year.

8. Among other things, NOAH agreed to keep detailed records supporting the work it performed, including all source documents evidencing eligible and authorized expenditures, and demographic information, including race, age and income level of participants in the remediation programs.

NOAH Contractors

9. In 2005, 2006, and 2007, Excel Development Corporation (“Excel Development”) and Myers & Sons were approved NOAH Contractors.

Myers and Sons

10. Prior to Hurricane Katrina and through on or around 2008, Myers and Sons was owned and operated by the defendant, **EARL MYERS**.

Excel Development

11. Prior to Hurricane Katrina and continuing through August of 2008, Excel Development was owned and operated by the defendant, **EARL MYERS**.

12. From May of 2006 to July 2008, the defendant, **EARL MYERS**, and his corporations Myers and Sons and Excel Development were paid more than \$500,000 by NOAH.

B. THE CONSPIRACY:

From on or about April of 2005 through September 2008, in the Eastern District of Louisiana, the defendant, **EARL MYERS**, did knowingly and willfully combine, conspire, and confederate and agree with persons known and unknown, including City Official A, to among other things, to embezzle, steal and obtain by fraud and otherwise without authority, convert to the use of **EARL MYERS**, and others known and unknown, property valued at \$5,000 or more and owned by or under the care, custody and control of the City of New Orleans in that **EARL MYERS**, through Myers and Son and Excel Development, received thousands of dollars in funds that neither he nor his co-conspirators were entitled to because he did not perform remediation work on numerous residences located in the city of New Orleans, in violation of Title 18, United States Code, Section 666(a)(1)(A).

C. OVERT ACTS:

In furtherance of the conspiracy and to effect the objects of the conspiracy, the following overt acts, among others, were committed in the Eastern District of Louisiana and elsewhere:

1. In or around April of 2005, City Official A asked the defendant, **EARL MYERS**, to put property located on Bayou Road in New Orleans, Louisiana in the name of the defendant's company, Excel Development. City Official A and **EARL MYERS** agreed that the property would be kept in the name of Excel Development, but that City Official A would pay for the property and the property taxes. It was part of the agreement between City Official A and **EARL MYERS** that the Bayou Road Property would really belong to City Official A so that she could develop the property, but that it could not be in City Official A's name because of her status as the Executive Director of NOAH. The defendant, **EARL MYERS**, agreed to put the Bayou Road properties in his name because he understood from City Official A that if he did not, City Official A would not use him as a NOAH contractor.

2. On two occasions in January of 2005, City Official A gave the defendant, **EARL MYERS**, a check from NOAH and asked him to cash it and give her the money. City Official A wanted the defendant to cash the check through his account so that the NOAH funds could not be traced back to her. The defendant, **EARL MYERS**, agreed to cash the checks because he understood from City Official A that if he did not, City Official A would not use him as a NOAH contractor.

3. From on or about December of 2006 to on or about July of 2007, City Official A contracted with the defendant to renovate properties that she owned which were located on 6th Street and Danneel Street in New Orleans, Louisiana. City Official A paid the defendant more than \$90,000 to complete the renovation projection. A portion of this amount was paid for with money belonging to NOAH.

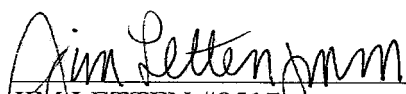
4. On numerous occasions from April 2006 through July 2008, the defendant **EARL MYERS**, corruptly agreed with City Official A, that he would be paid an “overpayment” in numerous NOAH checks that exceeded the amount of money he or his company Myers and Sons or Excel Development was owed for work that he or his subcontractors actually or purportedly performed on home remediation. Specifically, various NOAH checks included an overpayment which was “extra” money which the defendant, **EARL MYERS**, and City Official A knew could not be substantiated by invoices or work actually performed. It was part of the agreement between **EARL MYERS** and City Official A, that the defendant would give this extra money to City Official A as a “kickback,” thus ensuring that the defendant, **EARL MYERS**, would continue to get work from NOAH.


5. On or about May 1, 2008, City Official A gave the defendant, **EARL MYERS**, a NOAH check in excess of \$30,000 made out to Myers and Sons and instructed the defendant to give portions of this check to different entities and individuals that she knew or was affiliated with. City Official A instructed the defendant to “kickback” a portion of this check to her by having him pay a landscaper \$4,100 to work on her mother’s home located at 7623 Plum St., New Orleans, Louisiana. In exchange for “kicking back” a portion of the money to her, City Official A instructed the defendant that he could keep \$7,500 of the NOAH money, above and beyond the amount he earned in connection with work he did to remediate NOAH properties.

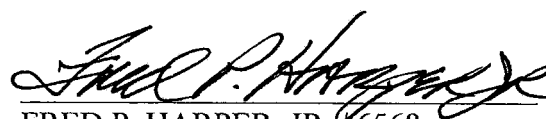
6. On or about June 6, 2008, City Official A gave the defendant, **EARL MYERS**, a NOAH check in excess of \$19,000 made out to Excel Development and instructed the defendant to give portions of this check to different entities and individuals that she knew or was affiliated with. City Official A instructed the defendant to “kickback” a portion of this check to her by having him

pay a landscaper a second installment in the amount of \$3,000 for work performed on her mother's home located at 7623 Plum St., New Orleans, Louisiana. The defendant understood that "kicking back" a portion of the NOAH check for the benefit of City Official A would ensure that he would continue getting NOAH remediation work assignments from City Official A.

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


JIM LETTEN #8517
UNITED STATES ATTORNEY


JAN MASELLI MANN # 9020
First Assistant United States Attorney


FRED P. HARPER, JR. #6568
Deputy Chief, Criminal Division
Assistant United States Attorney

New Orleans, Louisiana
March 8, 2012