

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

UNITED STATES OF AMERICA

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CRIMINAL NO:

v.

*

SECTION:

OLIVER M. THOMAS, JR.

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VIOLATION: 18 U.S.C. § 666(a)(1)(B)

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FACTUAL BASIS

Should this matter proceed to trial, both the government and the defendant, **OLIVER THOMAS**, do hereby stipulate and agree that the following facts set forth a sufficient factual basis for the crime to which the defendant is pleading guilty and that the government would prove the following beyond a reasonable doubt at trial:

The government would call Stanford Barré and Joseph Jourdain to testify and present evidence that near the end of 2001, or in the beginning of 2002, **OLIVER THOMAS**, met with Stanford Barré. Barré sought to enlist **OLIVER THOMAS** to assist him in maintaining a long standing parking contract Barré had with the French Market Corporation (FMC), City of New Orleans, in light of the election of a new Mayor. Barré was concerned that the new Mayor would replace his company. Barré believed that based on **OLIVER THOMAS'** position on the New

Orleans City Council and because of his position on the FMC Board that he could delay, at least temporarily, the termination of Barré's parking contract with FMC.

During this meeting with **OLIVER THOMAS**, Barré discussed his fear that he would lose several financial interests that he had acquired under the previous mayoral administration and requested **OLIVER THOMAS**' assistance. At the end of the meeting between Barré and **OLIVER THOMAS**, Barré bribed **OLIVER THOMAS** with \$10,000.00 in cash. Barré later brought **OLIVER THOMAS** another \$5,000.00 cash bribe for a total of \$15,000.00 in cash. According to Barré, **OLIVER THOMAS** contacted Barré to tell him that he could assist him if he included a close personal associate of his, Joseph Jourdain, in the parking proceeds. Barré agreed to **OLIVER THOMAS**' terms.

OLIVER THOMAS contacted Joseph Jourdain and said he should go see Stanford Barré because Barré had something for Jourdain. Jourdain did not previously know Barré. **OLIVER THOMAS** gave Joseph Jourdain Barré's telephone number and instructed Jourdain to contact Barré. Joseph Jourdain contacted Barré and they met at Barré's office located in the Municipal Auditorium. During the meeting, Barré explained how he received revenue from the FMC parking lots and he told Jourdain that he would kickback to him one-third of what he received from his parking proceeds. Barre gave Jourdain a check in the amount of \$1,487.33 which Jourdain deposited into his bank account.


On or about March 19, 2002; May 1, 2002; and July 22, 2002, Barré gave Jourdain checks in the amounts of \$1,723.33; \$1,666.85; \$4,295.91 respectively. Jourdain received calls


from Barré or someone at Barré's direction to let him know that his checks were ready. After receiving a call from Barré's office, Jourdain would go to Barré's office to collect the checks. Jourdain performed no work for any of this money nor did he invest any money in the company. During the time that Jourdain was collecting these checks from Barré, Jourdain received a call from **OLIVER THOMAS** asking him to meet with him. During this meeting, **OLIVER THOMAS** asked Jourdain if he had been paid by Barré and how much. **OLIVER THOMAS** then told Jourdain that he needed approximately \$1,000.00 in cash. On or about the next day Jourdain met with **OLIVER THOMAS** and gave him a \$1,000.00 illegal cash payment.


According to Joseph Jourdain, on approximately three other occasions in 2002, **OLIVER THOMAS** and Jourdain met for the purpose of Jourdain kicking back cash to **OLIVER THOMAS**. At each meeting, Jourdain gave **OLIVER THOMAS** an illegal cash payment of approximately \$1,000.00 for a total of \$3,000.00 to \$4,000.00 in kickbacks.

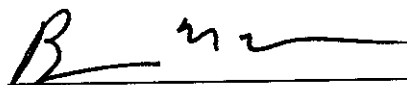
Further, the government would introduce records and call witnesses from the City of New Orleans and FMC to establish the relationship between the City and the FMC and **OLIVER THOMAS**' position with the City and on the FMC. The government would call witnesses to testify that **OLIVER THOMAS** in his capacity as a board member on the FMC was in a position to approve, award, or terminate parking contracts on behalf of the FMC, City of New Orleans. Additionally, the government would present evidence that the City of New Orleans received federal assistance in excess of \$10,000 during the one year time period beginning January 1, 2002, and ending December 31, 2002.


Defendant **OLIVER THOMAS** acknowledges that the above evidence constitutes a knowing violation of Title 18, United States Code, Section 666(a)(1)(B), Bribery of a Public Official.



OLIVER THOMAS Date 7/18/07
Defendant


CLARENCE ROBY Date 7/18/07
Counsel for Defendant


JAN MASELLI MANN Date 7/18/2007
First Assistant United States Attorney


BRIAN M. KLEBBA Date 7/18/07
Assistant United States Attorney


JON MAESTRI Date 7/18/07
Assistant United States Attorney


BRIAN CAPITELLI Date 7/18/07
Assistant United States Attorney