

**THE UNITED STATES OF AMERICA
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

In the Matter of)	
)	
JAMES WILSON)	Docket No. 18-0003-DB
MARTHA FRANKLIN)	Docket No. 18-0004-DB
Respondents)	
)	
)	

MOTION TO DISMISS PROCEEDINGS FOR JAMES WILSON

The United States Department of Housing and Urban Development (“Government” or “HUD”), moves to dismiss the above-captioned matter with respect to Respondent James Wilson. Respondent Wilson consents to this motion.

The parties have resolved the matter against Respondent Wilson, the settlement has been approved by the Debarring Official, and Respondent Wilson has agreed to an indefinite debarment. The Settlement Agreement is attached as Exhibit A.

Date: December 12, 2018

Respectfully submitted,



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CERTIFICATE OF SERVICE

I hereby certify that on December 12, 2018, true copies of the foregoing MOTION TO DISMISS PROCEEDINGS FOR JAMES WILSON was served in the manner indicated below.


Nilda M. Gallegos

VIA ELECTRONIC MAIL:

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Exhibit A

**THE UNITED STATES OF AMERICA
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

**U.S. DEPARTMENT OF HOUSING
AND URBAN DEVELOPMENT,**

Petitioner,

v.

JAMES WILSON

Respondents.

HUDOHA: 18-AF-0062-PF-002

Docket Nos.: 18-0003-DB

SETTLEMENT AGREEMENT

This Settlement Agreement is made and entered into by and between the United States Department of Housing and Urban Development (“HUD” or the “Department”) and Respondent James Wilson (“Respondent”).

WHEREAS, HUD filed a Complaint pursuant to the Program Fraud Civil Remedies Act of 1986 (“PFCRA”), 38 U.S.C. §§ 3801-3812, for causing false claims and false statements to be made to the Department in the Public Housing program while serving as Executive Director of the Alexander County Housing Authority (“ACHA”) in Cairo, IL;

WHEREAS, HUD issued a Notice of Proposed Debarment to Respondent pursuant to 2 C.F.R. Parts 180 and 2424 seeking to exclude Respondent from participating in the Executive Branch for an indefinite period based upon his serious violations of HUD’s regulations and the contract between HUD and the ACHA;

WHEREAS, Respondent admits that he is liable for causing false claims to be made to the Department; and

WHEREAS, Respondent and HUD (together, the "Parties") mutually desire to avoid further litigation and seek a satisfactory resolution of their disputes without further expense.

NOW, THEREFORE, in consideration of the respective covenants of the Parties made herein, and subject to the terms and conditions set forth herein, the Parties agree as follows:

1. This Settlement Agreement resolves the allegations of liability alleged in the above-referenced Complaint in HUDOHA 18-AF-0062-PF-002 and the allegations set forth in the Notice of Proposed Debarment docketed at 18-0003-DB.

2. This Settlement Agreement shall become effective upon its execution by the Department's duly authorized designee. The date the Department's duly authorized designee signs this Settlement Agreement will be referred to as the Effective Date throughout this Settlement Agreement.

3. Within 24 hours of the Effective Date of this Settlement Agreement, the Parties agree to jointly request that the Office of Hearings and Appeals enter a final order finding Respondent liable in the amount of Five Hundred Thousand Dollars for false claims submitted to the Department (the "Final Order").

4. The Parties agree to negotiate in good faith to resolve any requests by the Office of Hearings and Appeals necessary to secure the Final Order described in Paragraph 3.

5. If the Office of Hearings and Appeals does not issue an Order as described in Paragraph 3 this agreement shall be null and void and the Parties agree to make a joint motion requesting the Court to set a hearing date.

6. Respondent waives his right to file an appeal of the Final Order with the Secretary pursuant to 24 C.F.R. § 26.52.

7. Pursuant to 2 C.F.R. Parts 180 and 2424, Respondent is hereby debarred for an indefinite period, commencing on the Effective Date of this Settlement Agreement, from participation in federal covered transactions,¹ nonprocurement transactions² and federal procurement transactions under the Federal Acquisition Regulations (48 C.F.R. chapter 1), throughout the executive branch of the Federal Government unless an agency head or an authorized designee grants an exception. See 2 C.F.R. §§ 180.130, 180.135, 180.140, and 2424.220; and 48 C.F.R. § 2409.7001.

8. Respondent understands and agrees that, during the duration of his debarment, his name and any aliases may be listed in the excluded parties list system maintained by the General Services Administration, which at the time of this Settlement Agreement is located within the System for Award Management and is accessible electronically at www.sam.gov.

9. HUD releases and discharges Respondent from any and all claims by HUD pursuant to the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812, relating to the facts as set forth in the Complaint filed on November 24, 2017 and now identified as HUDOHA 18-AF-0062-PF-002, upon entry of the Order as described in Paragraph 3 above.

10. This Settlement Agreement resolves only those claims alleged by HUD in the Complaint filed on November 24, 2017 and now identified as HUDOHA 18-AF-0062-PF-002, and those claims alleged by HUD in the Notice of Proposed Debarment issued on July 11, 2017. It does not waive any rights or responsibilities of HUD or any other Federal agency to investigate or initiate other actions pursuant to its lawful authority.

¹ See 2 C.F.R. Part 180, Subpart B for the definition of a "covered transaction."

² See 2 C.F.R. § 180.970 as supplemented by 2 C.F.R. § 2424.970 for the definition of a "nonprocurement transaction," such as all HUD programs, including the Public Housing programs and the Project Based Voucher program and Tenant Based Voucher program, known colloquially as "Section 8."

11. Respondent hereby agrees to waive, release, and remit any and all claims, directly or indirectly, against HUD or HUD employees with respect to the administrative actions identified in herein.

12. This Settlement Agreement constitutes the complete agreement between the Parties and supersedes and replaces all prior negotiations and agreements, whether written or oral.

13. This Settlement Agreement is voluntary and entered into by Respondent after consultation with legal counsel and due consideration of the terms contained herein. Respondent will not seek the termination or reconsideration of this Settlement Agreement, directly or indirectly, after the Effective Date, except as provided herein.

14. Each of the Parties warrants that it has been represented by or has had the opportunity to seek and obtain the advice of independent legal counsel with regard to the nature, purpose, and effect of the Agreement.

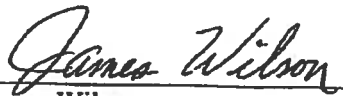
15. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement.

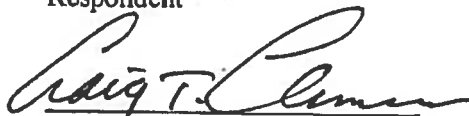
16. The Parties are to each bear their own costs and legal fees.

WHEREFORE, the parties hereto have duly executed this Settlement Agreement.

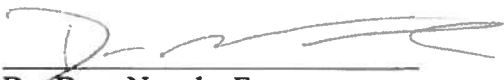
8-29-2018
Date

8/30/18
Date


James Wilson
Respondent


Craig T. Clemmensen
Debarring Official
FOR THE UNITED STATES
DEPARTMENT OF HOUSING
AND URBAN DEVELOPMENT

8/30/18
Date


By: Dane Narode, Esq.
FOR THE UNITED STATES
DEPARTMENT OF HOUSING
AND URBAN DEVELOPMENT