

Office of the State Auditor  
State of Mississippi  
Jackson, Mississippi

Re: Request for Investigation – “Securix / Intellisafe” Traffic Enforcement Programs

Dear Auditor:

**We, the undersigned elected officials and citizens of Mississippi, respectfully submit the attached report and supporting exhibits requesting that the Office of the State Auditor conduct a formal investigation into financial and compensation practices associated with the traffic enforcement program that began in the City of Ocean Springs and similar programs that operated in other Mississippi municipalities, mostly involving the same actors.**

These matters involve funds collected under color of law, the compensation of law enforcement personnel, and the handling of revenue outside standard municipal processes. As such, they raise issues that fall squarely within the State Auditor’s oversight and investigative authority.

The documentation contained in this submission raises serious concerns directly within that jurisdiction.

In addition to Ocean Springs, overlapping actors implemented similar programs in several other Mississippi cities, including Hattiesburg, Moss Point, Biloxi, Pearl, Senatobia, Batesville, Saltillo, New Albany, and others.

Specifically, the evidence presented in the attached report suggests that the City of Ocean Springs, as well as other cities that adopted the program, and associated private contractors implemented a program in which:

- Civilian contractors presented themselves as sworn police officers, allegedly forging the names and badge numbers of officers in sworn citations,
- retired police officers with expired certifications and “no appointment records” with DPS presented themselves as active police officers in sworn citations,
- thousands of citations were issued under the authority of the City Police Departments but were never filed with the municipal court system,
- fees were collected from Mississippi residents through documents labeled as official Mississippi Uniform Traffic Ticket citations despite the absence of judicial proceedings,
- sworn law enforcement officers were acting under color of state law while being paid directly by a private contractor rather than through municipal payrolls,
- a chief of police and his assistant were being paid by the private contractor,
- a city attorney was simultaneously directing the program for the private contractor and giving legal advice to the city, despite telling state oversight agencies he was recused due to conflict, and
- funds collected under color of state law were handled through a structure that may have bypassed the standard accounting and auditing safeguards required for municipal revenues.

Because these matters involve the **collection of funds using government authority, the compensation of sworn law enforcement officers (and faux officers), and the potential diversion of revenue outside municipal financial controls**, they fall squarely within the investigative authority of the Office of the State Auditor.

## **Summary of Findings**

The attached report is organized into eight sections, each documenting a different part of the same underlying scheme:

### **Section 1 – Mississippi Uniform Traffic Ticket Law and Extrajudicial Process**

Section One shows how thousands of documents labeled as official Mississippi Uniform Traffic Tickets were used to threaten motorists with court action that almost never existed, creating a private, off-the-books enforcement system outside the judiciary.

### **Section 2 – Private Employees Issued Citations Without Law Enforcement Involvement and the Collapse of MVIS Access**

Section Two shows that private personnel issued citations before law enforcement ever reviewed the underlying data, even though each ticket represented that a sworn officer had personally confirmed probable cause. That conduct was flagged as a material breach and ultimately led DPS to cut off data access.

### **Section 3 – Compensation of Law Enforcement by Private Contractor, Not the City**

Section Three documents that officers performing enforcement-related functions were paid directly by Securix rather than through city payroll, raising serious concerns about illegal salary supplementation, off-books law enforcement activity, and private control of police power.

### **Section 4 – The Securix Contract: Lack of Authority and Failure of Oversight**

Section Four shows that the contract itself required lawful court-based adjudication, yet city officials allowed the program to operate outside those safeguards and even permitted threatening collection notices to continue after termination.

### **Section 5 – Chief Mark Dunston’s Direct Conflict of Interest and Private Payroll Admission**

Section Five details evidence that the Ocean Springs Chief of Police was simultaneously overseeing the program while being paid by the private company promoting it to other cities, creating a direct conflict between public duty and private profit.

### **Section 6 – Systematic Replication and the Intellisafe “Shadow Court” Model**

Section Six shows that Ocean Springs was not an isolated case. The same actors and methods were replicated in other Mississippi cities through similar ticketing systems, fake court settings, and private collection tactics operating under color of law.

### **Section 7 – Breach of Ethical Mandates and the “False Recusal” of City Attorney Robert Wilkinson**

Section Seven presents evidence that the City Attorney continued directing and protecting the program despite claiming he was recused, while maintaining private interests tied to its success.

### **Section 8 – Secret Revenue-Sharing Contracts with Lobbyists and Political Operatives**

Section Eight documents confidential agreements promising lobbyists, consultants, and politically

connected figures a cut of citation revenue in exchange for helping sell the program to municipalities, while requiring those arrangements to be kept secret from the public entities they advised.

The matters presented here involve thousands of citations issued to Mississippi residents and potentially significant sums of public and private funds collected through a process that appears to have disregarded and bypassed lawful judicial procedures.

Given the seriousness of these allegations and their potential impact on public trust in municipal governance, we respectfully request that the Office of the State Auditor conduct a thorough investigation and coordinate with any appropriate law-enforcement agencies as warranted.

**Supporting Documentation**

All statements in this report are supported by underlying documentation, including sworn subpoena responses, public records, internal communications, and state agency findings. A complete exhibit file exceeding 100 pages is available and can be provided immediately upon request.

A table of available exhibits and supporting documentation will accompany this submission.

Respectfully submitted,

/s/Karen Stennis

Karen Stennis  
Ward 2 Alderman, Ocean Springs, MS

/s/Shannon Pfeiffer

Shannon Pfeiffer  
Ward 4 Alderman, Ocean Springs, MS

/s/E. Brian Rose

E. Brian Rose  
Journalist / Resident, Ocean Springs, MS

/s/Tom Stennis

Tom Stennis, Esq.  
Former Mayor, Ocean Springs, MS

\* Document provided to State Auditor contained inked signatures.

## **SECTION 1**

# **Mississippi Uniform Traffic Ticket Law and Extrajudicial Process**

## I. Governing Statutes and Legal Mandates

Mississippi law provides a strict, non-negotiable framework for the issuance of traffic citations and the administration of justice. The Ocean Springs "Securix" program disregarded these protections to create a parallel, extrajudicial system for revenue collection.

- **MS Code § 63-9-21 (The MUTT Law):** Requires all traffic citations to be issued on a Mississippi Uniform Traffic Ticket (MUTT) prescribed by the Department of Public Safety. Crucially, § 63-9-21(3)(c) mandates that a citation must be "**duly sworn to and filed with a court**" to initiate a legal proceeding.
- **MS Code § 63-9-17 & § 63-9-21(5):** Mandates that the municipal court clerk **must** maintain a record of every citation issued and its subsequent disposition (guilty, dismissed, or diverted).
- **MS Code § 99-15-101 et seq. (Pretrial Diversion):** Legal diversion programs require the formal intervention of a prosecutor and the oversight of a judge. They cannot be administered by a private vendor as a "pay-to-play" mechanism to avoid the court system entirely.
- **MS Code § 25-4-105 (Conflict of Interest):** Prohibits public officials from using their office to provide a pecuniary benefit to a relative.

## II. Findings: The Creation of a "Shadow" Judicial System

The Ocean Springs Securix program appears to have operated outside the constitutional and statutory bounds of the Mississippi judiciary in the following ways:

### 1. Mississippi Uniform Traffic Ticket (MUTT) to Compel Payment

According to records, the company mailed **10,481** MUTT citations during the Ocean Springs program, yet according to a city response to a federal court subpoena, **only 23** of those tickets were filed in municipal court.

These documents were labeled "Mississippi Uniform Traffic Ticket," featured the Ocean Springs Police Department logo, and used red-ink warnings stating: "**FINAL NOTICE PRIOR TO YOUR SCHEDULED COURT APPEARANCE.**" The ticket included a warning that failure to act would result in **license suspension**. The ticket also stated if the recipient did not choose to pay the diversion fee of \$300 to the private company, the recipient is "**summoned to appear**" at the Ocean Springs Municipal Court on a stated date.

Many of these tickets sent in Ocean Springs were accompanied by a letter signed by **Chief of Police Mark Dunston**. This letter told recipients they had been charged with a misdemeanor crime and failure to pay the diversion program fee would result in harsh penalties when they show up to their scheduled court hearing.

But no court date actually existed for nearly 100% of the citations mailed and no charges were actually filed.

Despite the language printed on the tickets and letter, the City Clerk confirmed in a public records requests that these citations were "**not ran thru [sic] our court system**" and that the City did not retain

copies. By issuing "tickets" that were never filed with a court or retained by the City, the City and Securix used the threat of judicial power to compel payments without providing the judicial process required by § 63-9-21.

## **2. Extrajudicial "Options Arraignments"**

Citizens who obeyed the "Summons" and appeared at the Ocean Springs Municipal Court were denied access to a judge or a docket. Instead, they were intercepted in the lobby by Alexander Wilkinson, the Securix Director of Operations and son of City Attorney Robert Wilkinson.

In these "lobby meetings," Wilkinson conducted what were termed "options arraignments," where citizens were pressured to pay a \$300 "Diversion Fee" to the private company.

## **3. Intentional Disregard and Bypass of Judicial Oversight**

The program's design to circumvent the court is evidenced by the massive disparity in filings:

- **Notices Mailed:** 10,481
- **Actual Court Filings:** 23 (declared in city's sworn subpoena reply)

The City Attorney explicitly encouraged this judicial bypass. In a February 22, 2022, email to Municipal Judge Calvin Taylor, City Attorney Robert Wilkinson suggested that if "more than a handful" of people showed up, they should be told by court personnel they would be "**found guilty and their license suspended**" unless they chose the Securix Diversion Program. This email demonstrates an intent to use the court as a "closer" for a private collection scheme rather than an impartial arbiter of law.

More than 7,000 people who received citations did not pay the fee. None of them received any of the punishments warned in the ultimatums made by the Ocean Springs police or their Chief.

Police being paid by a private company, not the city, were threatening actions if the recipient did not pay their employer \$300.

There was no actual penalties because the people threatening the penalties simply had no authority to implement them.

Furthermore, a public records request to the City of Ocean Springs and its municipal court revealed no standing order allowing the bypass of regular court filings in

## **4. Continued Post-Cancellation Deception**

Even after the Board of Aldermen voted to cancel the contract in May 2023 due to concerns of nepotism and inaccuracy, the City allowed Securix a 90-day "cool down" to continue collections. During this time, Mayor Kenny Holloway admitted in a May 24, 2025 interview with WXXV that there were **no actual consequences** for non-payment, yet the notices continued to threaten citizens with court dates, court fees, and license suspensions.

## **III. Conclusion**

The Securix program in Ocean Springs functioned as a "shadow court." It used the prestige and letterhead of the Mississippi Uniform Traffic Ticket to deceive the public into believing they were

entering a legal process, when in fact they were being diverted into a private revenue stream managed by the private actors, the City Attorney, and his relative.

By failing to file 99.8% of these "citations" with the court, the City of Ocean Springs violated the record-keeping and filing mandates of **MS Code Title 63**, effectively stripping citizens of their right to a neutral magistrate and a sworn complaint.

## **SECTION 2**

# **Private Employees Issued Citations Without Law Enforcement Involvement and the Collapse of MVIS Access**

## I. Citations Issued Without Law Enforcement Despite Sworn Officer Attestations

Evidence obtained from HDI Solutions — the entity responsible for administering access to Mississippi’s Vehicle Insurance Verification System (MVIS) — reveals that **traffic citations were issued by private personnel without prior involvement of law enforcement officers.**

This finding directly contradicts the sworn language printed on every citation issued under the program.

Additionally, the first two “officers” hired by Ocean Springs to “validate insurance citations” were not police officers at all. Both, Michael Ducote and Vincent Spiriti, had retired years prior. A public records request to the City of Ocean Springs revealed no oath of office documents, no HR paperwork, and no employment records for either during the time they were signing citations. A public records request to DPS revealed neither were appointed to any law enforcement agencies during the time period. Both were paid only by Securix. Yet, both signed hundreds, if not thousands, of citations stating they were “sworn officers of the law.”

Each Ocean Springs citation included the following attestation:

“BEING THE AFFIANT HEREIN AND DULY SWORN UPON OATH I DO DEPOSE AND SAY... THE RECORDED IMAGE HEREIN IS EVIDENCE OF THE VIOLATION THAT I HAVE PERSONALLY CONFIRMED AS A DULY SWORN OFFICER... BASED ON MY INSPECTION OF RECORDED IMAGES AND GOVERNMENT INFORMATION I HAVE DETERMINED PROBABLE CAUSE...”

The citation further identified a specific officer:

Affiant/Officer: [OFFICER NAME] – Badge #[NUMBER] – [OFFICER SIGNATURE]

This language represents to the recipient that:

- A sworn law enforcement officer personally reviewed the evidence,
- The officer inspected government data, and
- The officer independently determined probable cause prior to issuance.

Despite each ticket containing the previously mentioned sworn statements by law enforcement officers, on December 7, 2022, HDI Solutions issued a formal Notice of Default to Securix after reviewing system activity. In addition to some officers not being officers anymore, **civilian personnel were found to have been issuing tickets in the name of officers on staff.**

The findings were explicit:

**“A review of the system history shows that Securix personnel issued citations without first submitting license plate information to Ocean Springs’ law enforcement personnel for query through the Mississippi Law Enforcement Network.”**

HDI concluded that this conduct:

- Violated the requirements governing MVIS data use, and
- Constituted a **material breach of the contract.**

HDI's system audit found that in numerous cases:

- License plate data was **not first submitted to law enforcement**, and
- Required queries through official law enforcement systems **did not occur prior to citation issuance**.

This creates a direct and irreconcilable contradiction:

- **What the citation claims:** A sworn officer personally confirmed the violation and established probable cause
- **What the system shows:** The citation was generated before any law enforcement involvement occurred

If accurate, this means that thousands of citations bearing sworn officer affidavits were issued **without the underlying law enforcement review required to support those sworn statements**.

## II. Governing Framework for MVIS Data Use

The Mississippi Vehicle Insurance Verification System (MVIS) is a state-controlled law enforcement database that may only be accessed and utilized under strict conditions:

- Queries must be conducted by authorized law enforcement personnel,
- Enforcement actions must follow lawful procedures, and
- Private entities may not independently initiate enforcement actions using MVIS data.

These safeguards exist to ensure that state data is not used to support unauthorized or extrajudicial enforcement activity.

## III. Sworn Statements vs. System Reality

Despite the absence of required law enforcement involvement in many cases, each citation issued under the program included:

- Sworn affidavit language asserting personal confirmation by an officer, and
- Identification of a law enforcement officer as the affiant.

This discrepancy raises significant concerns:

- Sworn attestations appear to have been applied to actions initiated by private personnel,
- The required sequence — law enforcement review followed by citation — was reversed or bypassed, and
- Official law enforcement authority was used to legitimize what were, in practice, privately initiated enforcement actions.

In effect, sworn law enforcement affidavits were used to give the appearance of lawful police action where the underlying law enforcement process had not yet occurred.

#### **IV. Required Corrective Action and Systemic Failure**

HDI's Notice of Default required Securix to cure the violation by:

- Submitting a Corrective Action Plan (CAP),
- Confirming that all license plate information would be submitted to law enforcement prior to citation issuance, and
- Providing ongoing logs documenting each citation alongside the corresponding law enforcement query.

The necessity of these corrective measures confirms that the violations were not isolated incidents but part of a systemic failure in how the program operated.

#### **V. Whistleblower Disclosure and Escalation to DPS**

In August 2024, Securix Chairman Dr. Jonathan Miller contacted the Mississippi Department of Public Safety (DPS), raising concerns regarding the legality and operation of the program.

DPS acknowledged receiving Miller's correspondence and identified the issues as significant enough to warrant further review.

#### **VI. DPS Cease and Desist: Termination of MVIS Access**

Following this review, the Mississippi Department of Public Safety directed HDI to:

Immediately discontinue sharing or providing data relating to any programs involving Securix or QJR.

This directive effectively terminated access to MVIS data and brought the program to an end.

#### **VII. Conclusion**

The HDI Notice of Default and the subsequent DPS directive establish a clear evidentiary sequence:

- Private personnel issued citations without required law enforcement involvement,
- Those citations were presented as sworn law enforcement actions,
- The conduct was identified as a material breach by the state's data administrator,
- A whistleblower escalated concerns to state authorities, and
- DPS ordered an immediate halt to data sharing, effectively ending the program.

Taken together, these facts demonstrate that the program relied on the **appearance of lawful police action without the underlying lawful process**, raising substantial concerns regarding the misuse of state systems, sworn authority, and official documentation in the collection of funds from Mississippi residents.

## **Section 3**

# **Compensation of Law Enforcement by Private Contractor – Not the City**

## I. Governing Statutes and Ethical Mandates

Mississippi law strictly regulates how law enforcement officers are compensated to ensure their loyalty remains to the public and the rule of law, rather than private interests.

- **MS Code § 25-3-38 (Prohibition on Private Supplementation):** This statute mandates that the salary established by law for an official or employee shall be the "total and complete" compensation. It explicitly states that it is unlawful for any additional funds to be paid from any source, including private funds, to supplement salaries. Violation of this section is a misdemeanor and requires the offender to vacate their position.
- **MS Code § 21-8-21 (Prohibition on Private Work During Official Hours):** This provision prohibits police officers from performing work for "any person or association, group or drive" during hours for which they are being paid for the performance of their official duties.
- **MS Code § 25-4-105(1) (Conflict of Interest):** Prohibits public servants from using their official position to obtain pecuniary benefit for themselves or any business with which they are associated.
- **AG Opinion 2002-0722:** The Attorney General opined there is no authority for off duty police officers to act under color of state law while receiving payment from private entities.
- **Ethics Advisory Opinion No. 22-011-E:** The Mississippi Ethics Commission has clarified that the payment of private funds to a public servant for performing public work carries an inherent potential for prohibited conflicts of interest.

## II. Findings: The Privatization of Police Power in Ocean Springs

The City of Ocean Springs fundamentally compromised the independence of its law enforcement by codifying a "pay-for-play" model that allowed a private, for-profit vendor to directly fund the salaries of officers tasked with "validating" that vendor's revenue-generating citations.

### 1. Contractual Authorization of Private Control

The Securix contract, as approved by the Board of Aldermen, contains a provision that serves as the legal foundation for the privatization of Ocean Springs' police power. Section 13 of the contract states:

*"COMPANY may in future, contract with City Law Enforcement Officers if approved by CITY, to assist with system but will never interfere with their discretion."*

This clause arguably authorized an act that the state legislature has expressly criminalized. By allowing a private company to "contract with" sworn officers to "assist" with a revenue-generating system, the City effectively sold its police power to a vendor.

According to Securix Chairman Jonathan Miller, the contract was written by City Attorney Robert Wilkinson. The Board of Aldermen approved the contract in May 2021, pending the third party review by Amy St. Pe, former law partner of City Attorney Wilkinson.

### 2. Formal Board Authorization of Private Pay to Officers

On August 3, 2021, the Board of Aldermen took the unprecedented step of implementing Section 13 by authorizing the rehire of two officers, Michael Ducote and Vince Spiriti, with the express stipulation in the official minutes that they were "to be paid by Securix Systems for the validation of insurance citations." Neither of these "officers" were sworn officers at the time. Both were long retired and neither the City nor DPS had any record of them being attached to any law enforcement agency during the time they were signing sworn citations as a "sworn officer of the law."

This action is a facial violation of MS Code § 25-3-38. By tying officer compensation directly to a private contractor, the City created a prohibited financial incentive for those officers to validate citations that directly increased the contractor's profits.

In Opinion No. 2002-0722, the Mississippi Attorney General opined:

***"There is no authority for individual 'off-duty' officers to receive payments from private entities for performing law enforcement functions using public property and under color of state law. Such a practice would raise serious questions of liability, of use of public office for private gain, and of the legality of the officer's law enforcement authority."***

### **3. City Acknowledges Police were Not on City Payroll**

A March 4, 2026 public records request asking for: "the salary, hourly rate, or other compensation authorized or paid by the City of Ocean Springs for the Ocean Springs Police Department 'Safety Officers' approved by the Board of Aldermen on August 3, 2021 to validate Securix insurance citations" resulted in the City responding it has "no responsive document."

A subsequent public records request was made asking for certification records or swearing documents to show the rehired "Safety Officers" held any type of police authority. The city has yet to respond to that request.

### **4. Extrajudicial Enforcement and Lack of Oversight**

City Clerk Patty Gaston further confirmed this irregular payment / filing arrangement in a May 14, 2025, public records response, stating:

*"The city does not have the Securix citations as they were not ran thru [sic] our court system. The citations are for the diversion program and the officer was paid by Securix not the City."*

Securix executives also confirmed the arrangement by providing Eric Brian Rosenberg of GC Wire spreadsheets of payments made to several officers they paid directly for the services of validating the insurance citations.

This establishes three critical legal failures:

- **Lack of Public Accountability:** Because the officers were paid by Securix and their work was "not ran thru [sic]" the municipal court system, their activities were shielded from the standard transparency, auditing, and judicial oversight required of Mississippi law enforcement.
- **Misuse of Police Credentials:** These officers used their state-certified status and the authority of the OSPD to validate "citations" that functioned solely as invoices for a private "diversion" fee, rather than sworn legal complaints filed through the court system.

- **No City Records:** The City's admission it does not file or retain any of the MUTT citations sent through the program. This practice contradicts state statutes and the Board approved contract with Securix.

#### **4. Financial Implications for the State Auditor**

The City's contract with Securix indicate that the city was compensated through a percentage of the fees collected — receiving 50% of every \$300 payment. By allowing Securix to pay the "validating" officers directly, the City permitted an "off-books" law enforcement operation, and added on a make-believe court proceeding held in court lobbies.

This structure bypassed the Municipal General Fund and the standard payroll auditing processes of the State Auditor. Under Mississippi law, all funds collected under the color of law must be accounted for and handled through appropriate public channels, not diverted to pay "private-public" officers for a vendor-run diversion scheme.

#### **III. Conclusion**

The "Securix Officers" in Ocean Springs were law enforcement officers in name but private contractors in practice. By authorizing these officers to be "paid by Securix" through Section 13 of the contract, the Board of Aldermen bypassed the "total and complete" salary protections of MS Code § 25-3-38, as well as AG opinions regarding off duty officers, and created a prohibited conflict of interest where public police power was weaponized to facilitate a private collection scheme.

## **SECTION 4**

# **The Securix Contract: Lack of Authority and Failure of Oversight**

## I. Execution of the Contract

On May 18, 2021, the Ocean Springs Board of Aldermen authorized the Mayor to execute the Securix contract "pending legal review for validity by Amy St. Pe.

Ms. St. Pe was the former law partner of then-City Attorney Robert Wilkinson — whose son was later hired to run the program. A public records request revealed the City never had any engagement or payment documents related to the St. Pe services.

## II. Breach of Contractual Mandates for Judicial Process

The contract itself explicitly recognized that the program **must** operate within the bounds of the Mississippi judiciary.

The City, however, systematically ignored these internal requirements approved by the Board of Aldermen:

- **Contract §2.7 & §2.8:** Required Law Enforcement to process violations "**in accordance with state law**" and required the City to "**enforce the law with all offenders.**"
- **Contract §3.1:** Mandated that the City "**establish arraignment/court dates for the adjudication of this program.**"

## III. The City Did Not Execute as Approved by the Board

Internal documentation and sworn subpoena responses reveal a systemic failure to adhere to these terms. While **10,481 citations** were issued (using City letterhead and the Police Chief's signature to simulate legal authority), only **23 cases** were ever transmitted to the Municipal Court for adjudication.

By failing to docket the remaining 10,458 cases, the City allowed a private vendor to collect "fees" under the color of law while intentionally preventing the judicial branch from overseeing the process as the contract and state law required.

## IV. The "90-Day Cool Down" Admission

The Board voted to cancel the contract in May 2023. During the subsequent 90-day "cool down" period:

- Securix and the City continued to mail "citations" threatening license suspension and court dates.
- Mayor Kenny Holloway publicly admitted to WXXV TV that payment was **not a requirement** and there were **no actual consequences** for non-payment. "“They’re still sending out citations. I wouldn’t say it’s a requirement, but it’s encouraged by Securix to come into the program and pay,” Holloway said in the interview.

This admission confirms that the City was fully aware the "citations" were legally toothless. Knowingly allowing a private vendor to threaten citizens with state-sanctioned penalties (license suspension and court fees) for a "non-requirement" constitutes an abusive exercise of police power and a potential violation of the Mississippi Consumer Protection Act regarding deceptive practices.

## **Section 5**

# **Chief Mark Dunston's Direct Conflict of Interest and Private Payroll Admission**

## **I. Admission of Private Employment by Securix**

In an email dated January 4, 2025, former Police Chief Mark Dunston admitted to being under contract with Securix to "promote their program to other municipalities in the region" during his tenure as Chief.

The chairman of Securix LLC reports Dunston was being paid \$5,000 per month, while simultaneously overseeing the program as the Ocean Springs chief of police. The Executive Assistant to the Chief of Police Charlene Anderson was also on the payroll, receiving \$2,000 per month, according to Securix reports and documents.

While Dunston claims this work was performed on "personal time," his active role in the program's oversight while receiving private compensation from the vendor creates a direct violation of Mississippi's ethics and compensation laws.

The statistics of the program he oversaw were paramount to the success of his "after work" activity of promoting the Securix brand in other cities.

It's the classic Pete Rose effect. While Rose bet on his own team to win, authorities argued by being the team's manager, he was able to abuse resources to gain favorable outcomes when needed, causing irreparable harm to the team on days he did not need big outcomes.

## **II. Misuse of Official Title and Public Resources**

Despite claims of working on "personal time," Dunston appeared at board meetings across the state to promote Securix while:

1. **Using his official title as "Chief of Police of Ocean Springs."**
2. **Wearing Ocean Springs Police insignia or his actual uniform.**
3. **Touting statistics from the Ocean Springs program.**

By using the prestige of his office to pitch a private product for profit, Dunston arguably violated MS Code § 25-4-105(1), which prohibits a public servant from using their official position to obtain pecuniary benefit for themselves or a business with which they are associated. His "promotion" of the program gave other municipalities the false impression of an objective law enforcement endorsement when, in fact, it was a paid sales pitch.

## **III. The "Self-Dealing" Enforcement Cycle**

As Chief, Dunston was the final authority in Ocean Springs for:

- Authorizing the use of OSPD letterhead and his own signature on thousands of Securix collection notices.
- Supervising the "Safety Officers" who were paid directly by Securix.
- Determining the level of resources dedicated to the program.

The fact that Dunston was personally profiting from the expansion of Securix while managing its implementation in Ocean Springs pilot program creates a per se conflict of interest. Every "success" he

promoted to other cities was built on the extrajudicial collection of fees in Ocean Springs — fees that supported the company that was paying him.

#### **IV. Legal and Ethical Violations**

- **MS Code § 25-3-38:** Prohibits a public officer from receiving any compensation beyond their statutory salary for performing their duties. Dunston's "promotion" of a program he managed in his official capacity constitutes an illegal salary supplementation.
- **MS Code § 97-7-44:** Using the "color of law" (the uniform and title) to induce other municipalities into contracts for his private employer's benefit.
- **Ethics Commission Opinion 22-011-E:** Explicitly warns that "the payment of private funds to a public servant for performing public work" is inherently a conflict of interest.

## **SECTION 6**

# **Systematic Replication and the Intellisafe "Shadow Court" Model**

## Overview

The **Securix** program was not a localized administrative error in Ocean Springs. Rather, it was a replicated business model exported by overlapping actors to multiple Mississippi municipalities — including **Hattiesburg, Moss Point, Biloxi, Pearl, Senatobia, Batesville, Saltillo, New Albany, and others.**

By utilizing private "Liaisons," mimicking official state documents, and threatening credit-based collections, the actors involved established an extra-judicial system that simulates the authority of a court without the oversight of a judge.

One such entity is called **Intellisafe LLC**. According to state records and Forest County Chancery Court filings, the company was started and controlled by Robert Wilkinson while still serving as Ocean Springs City Attorney.

The first city to roll out Intellisafe was Hattiesburg. The contract was approved in 2023 and signed by the mayor and **Mark Dunston**, who is listed as the Intellisafe "Partner."

### I. Deceptive "MUTT" Mimicry and Official Impersonation

Evidence from received citations reveals that **Intellisafe** intentionally replicates the exact headers, typography, and organizational layout of a legitimate Mississippi Uniform Traffic Ticket (MUTT).

- **Official Header:** The citation is boldly labeled "**STATE OF MISSISSIPPI - UNIFORM TRAFFIC TICKET**," a title strictly governed by **Miss. Code § 63-9-21**.
- **Legal Discrepancy:** While state law requires every legitimate traffic ticket to be consecutively numbered and accounted for by a court clerk, these private citations exist entirely outside the official court docket.
- **The "Officer" Signature (Badge P-34):** The citation displays an "Approver" and a badge number ("P-34"). In the Intellisafe model, this is an automated digital mark applied to data captured by private license plate readers (LPRs).

### II. Evidence of Jurisdictional Disregard and Bypass (Hattiesburg Municipal Court)

Direct communication with court administrative staff confirms that these citations exist entirely outside the legal record. Recorded testimony from the Hattiesburg Municipal Court Clerk established the following:

- **Zero Judicial Record:** The Court Clerk explicitly stated they have "**no information**" on the tickets and that the citations "**never enter our system.**"
- **Private Occupancy of Public Space:** The Clerk confirmed that **Intellisafe** uses the municipal building's lobby to conduct private "Intellisafe Court" dates, despite the court having "**nothing to do with**" the company.
- **Optional Compliance:** The Clerk admitted that if a citizen "does nothing" (e.g., discards the ticket), no legal action is triggered within the municipal court system, proving the citations lack the legal force of a state-issued summons.

### III. Coercive "Options Arraignments" and Credit Extortion

A transcript of a recorded interaction with an Intellisafe Representative, Blake Peters, reveals the coercive mechanics of the scheme. This representative admitted the program functions as a private diversionary trap:

- **Impersonation of Arraignment:** The company issues a "court date" that is actually an **"Options Arraignment"** presided over by a private **"Liaison"** employed by Intellisafe instead of a judge or court official. This is a deceptive use of Mississippi Rules of Criminal Procedure to lure citizens into a private negotiation.
- **The "Limbo" Tactic:** The representative admitted that citations remain in **"limbo"** unless a citizen signs a form voluntarily "contesting" it. Without this signature, the citizen is denied a hearing before a judge. No signature and no payment of diversion fees, he explained, would lead to punishment.
- **Credit Score Coercion:** If a citizen refuses to pay or sign the "contest" form, the representative confirmed the debt is turned over to a collection agency to **"impact your credit score."** This constitutes an attempt to enforce a criminal penalty via civil debt collection methods without a judicial finding of guilt.

### IV. The Unified Enterprise (Securix, QJR, and Intellisafe)

The replication of this system across the state was facilitated by a consistent set of actors. Corporate filings and investigative reports link **Robert Wilkinson** and **Mark Dunston** (former Police Chief) to the entities managing these Intellisafe programs.

Other entities replicating similar traffic ticket schemes and an overlap of actors also exist throughout the state.

In 2023, Robert Wilkinson partnered again with Josh Gregory and Quinton Dickerson of Frontier Strategies / Frontier Consulting to form QJR LLC. QJR then entered a 50-50 partnership with Atlanta based Securix LLC to form Securix Mississippi LLC. Mark Dunston continued to work with them to help promote the new brand to municipalities across the state. The use of privately issued Mississippi Uniform Traffic Tickets and lobby court dates was replicated.

A 2024 email from Securix Mississippi employee Blake Peters to Robert Wilkinson and Josh Gregory lays out a fake court scheme run in the lobby of the Biloxi courthouse. Peters explained he personally dismissed the tickets of violator that showed up to their summons date. He described coordinating with court officials to schedule the Securix court meetings at such a time as they would not interfere with actual court times. Peters also describes a deal made with the Biloxi chief of police to install Securix pay boxes in the courthouse.

Despite telling motorists they were summoned to court, they were actually summoned to a meeting with Blake Peters.

### Conclusion

The use of the "Mississippi Uniform Traffic Ticket" branding on a document managed by private for-profit companies constitutes **impersonation of a government instrument**. By mimicking the physical

environment of a court and the terminology of an arraignment, the actors involved intentionally misled the public into waiving their Due Process rights under the threat of financial and credit-based retaliation. The same actors overlap with different company names and slightly different approaches, but all pretending to be government while circumventing the laws meant to protect the rights and property of residents.

## **SECTION 7**

**Breach of Ethical Mandates and the "False Recusal" of City Attorney Robert Wilkinson**

## I. Governing Statutes and Professional Rules

Mississippi law and the Rules of Professional Conduct prohibit a public attorney from representing private interests that conflict with their public duties, especially when those interests personally benefit the attorney.

- **MS Code § 25-4-105(1):** Prohibits a public servant from using their official position to obtain pecuniary benefit for themselves or a business with which they are associated.
- **Mississippi Rules of Professional Conduct, Rule 1.7 & 1.11:** Prohibit lawyers from representing a client if that representation is limited by responsibilities to another client or a personal interest, specifically addressing the transition between government and private practice.
- **Mississippi Rules of Professional Conduct, Rule 3.5:** Prohibits a lawyer from seeking to influence a judge, juror, or other official by means prohibited by law or by engaging in *ex parte* communications regarding the merits of a case.

## II. Findings: The Dual Role of the City Attorney

Robert Wilkinson served as the architect of the Securix program while simultaneously serving as the Ocean Springs City Attorney. Despite public assertions of recusal, internal records reveal he remained deeply embedded in the operations of both the City and the private vendor.

### 1. The "False Recusal" and Continued Coordination

Wilkinson swore in statements to the Mississippi Bar that he "disclosed [his] representation to Securix and recused himself" from advising the City on the program. However, internal emails provided to us by Securix show that Wilkinson remained a central figure:

- **Active Management:** On Feb. 1, 2022, Wilkinson was documented actively managing court coordination for Securix within the City.
- **"The Face of Securix":** In a March 2023 email, Wilkinson acknowledged he was "the face of Securix" to city leadership, while fearing public fallout from the dual role.
- **Retaliatory Coordination:** In Dec. 2022, Wilkinson coordinated with Securix attorneys to initiate criminal charges against a resident who had filed a civil lawsuit against the company, leveraging his influence with the police and court.

### 2. Interference with Judicial Independence

One severe breach involved Wilkinson's attempts to steer **Municipal Judge Calvin Taylor** toward decisions that benefited Securix's revenue model. Because Securix only profited if defendants chose the "Diversion Program" over a court hearing, Wilkinson used his position as City Attorney to strategically nudge the court:

- **The Feb. 22, 2022 Email:** Wilkinson wrote to Judge Taylor advising that it would be "beneficial" for court officials to tell individuals ahead of time and outside official court hearings **"they**

**would be found guilty and their license suspended"** unless they entered the Securix Diversion Program.

- **Commercial Motivation:** This was not a neutral legal opinion; it was a directive designed to funnel citizens away from their right to a hearing and into a profit-generating system in which Wilkinson held a financial interest.

### **3. Undisclosed Financial Interests**

While Wilkinson claimed in a Sun Herald article to have no business relationship with Securix founder Jonathan Miller until months after the contract was signed, internal documents show he was **negotiating contracts to get a cut of all tickets months before the program was introduced to Ocean Springs officials.**

Furthermore, Wilkinson's son, **Alexander Wilkinson**, served as the Director of Operations for the program. The City Attorney thus presided over a contract that directly enriched his family and his private business partners, a violation of both state ethics laws and basic professional standards.

### **III. Conclusion**

The evidence suggests that Robert Wilkinson's "recusal" was a procedural fiction designed to shield a massive conflict of interest. He functioned in a dual role, using his public office to implement and protect a private revenue scheme. By attempting to direct the Municipal Judge to pressure defendants into "diversion," Wilkinson compromised the integrity of the Ocean Springs Municipal Court for private gain. His dual role of City Attorney and Securix official was a clear abuse of office and conflict of interest. Even if it is unclear Wilkinson collected direct payments from the Ocean Springs program, the Ocean Springs program was paramount to his future success, as he traveled the state touting numbers from Ocean Springs in an effort to sell other cities on the program, creating an indirect benefit.

## **SECTION 8**

# **Secret Revenue-Sharing Contracts with Lobbyists and Political Operatives**

## I. Overview

Evidence obtained through internal communications and executed agreements reveals that Securix and its Mississippi operators entered into **confidential, revenue-sharing contracts with registered lobbyists, consultants, politically connected individuals, and at least one city official** to promote adoption of the program across multiple municipalities.

These agreements were not disclosed to the cities the individuals represented. Instead, they required secrecy while offering **direct financial incentives tied to the number of citations issued under color of law.**

In fact, each of the executed contracts required each signer to **“keep confidential the existence of this agreement and also that they are communicating with the other party.”**

This structure transformed what appeared to municipal officials to be **independent legal or policy advice** into a **commission-based sales operation**, raising significant concerns under Mississippi ethics law, lobbying regulations, and statutes governing compensation tied to public functions.

## II. Structure of the Agreements

The contracts executed by these individuals contained several consistent elements:

- **Revenue Sharing:**  
Participants were promised a percentage of gross revenue generated by each citation issued under the program.  
In documented cases, this equated to approximately **\$6 per paid ticket.**
- **Targeted Municipal Influence:**  
Each participant was assigned specific municipalities — often cities they already represented as lobbyists or consultants — with the expectation they would **advocate for adoption of the Securix program.**
- **Confidentiality Requirements:**  
The agreements explicitly required participants to:
  - Keep the existence of the contract confidential, and
  - Conceal their financial interest in the program from the cities they advised.
- **Contingent Compensation Model:**  
Payment was directly tied to enforcement outcomes, meaning **financial gain increased with the number of citations issued to Mississippi residents.**

This structure created a system in which individuals advising cities stood to profit from increased enforcement activity, without disclosure to the governmental bodies relying on their guidance.

## III. Use of Registered Lobbyists and Existing Municipal Relationships

Internal communications show that participants were selected specifically because of:

- Their **existing contractual relationships with municipalities**,
- Their **influence over local decision-makers**, and
- Their **political connections at the state level**, including relationships with regulatory officials.

At the time the agreements were executed, certain participants were:

- Registered lobbyists representing municipalities targeted for program adoption, and
- Actively engaged in advising those same cities on policy and contractual matters.
- In at least one case, a city official (Board of Aldermen appointed School Board President) with close ties to aldermen.

Executed agreements and supporting communications identifying these individuals are included in the attached exhibits.

This dual role — **advisor to the city and undisclosed financial beneficiary of the program being recommended** — raises serious concerns under:

- **MS Code § 25-4-105 (Conflict of Interest)**
- Mississippi lobbying disclosure requirements
- General fiduciary principles governing representation of municipal clients

#### **IV. Expansion Strategy Tied to Political Influence**

Emails detailing the program’s expansion strategy demonstrate that these agreements were part of a broader effort to:

- Recruit individuals “close to” key state officials,
- Leverage political relationships to facilitate adoption, and
- Use trusted local representatives to present the program as legitimate and beneficial.

In practice, this meant municipalities were often approached by individuals they already trusted—**without being informed those individuals had a direct financial stake in the outcome.**

#### **V. Extension of the Model to Additional “Consultants”**

The same revenue-sharing structure was not limited to traditional lobbyists.

Documents show similar agreements were executed with:

- Local political figures,
- Developers with influence in municipal affairs, and
- Other consultants operating through LLCs.

In at least one instance, a participant was assigned to a city already operating the program and was tasked not with recruitment, but with:

- Providing political support,
- Managing fallout, and
- Advocating for the program at the legislative level.

This indicates the agreements were used not only to expand the program but also to **protect and sustain it once implemented**, further embedding private financial interests into municipal decision-making.

## VI. Lack of Disclosure to Municipal Governments

Statements from municipal officials in at least one participating city confirm:

- They were **unaware of any financial arrangement** between their advisor and the Securix program, and
- They were presented with the program as a public safety initiative, not a revenue-driven system involving undisclosed commissions.

This lack of disclosure undermines the integrity of the decision-making process and raises questions about:

- Whether municipal approvals were obtained through **material omissions**, and
- Whether contracts entered into by cities were influenced by **conflicted advisors acting for private gain**.

## VII. Legal and Financial Implications

The use of secret, commission-based agreements tied to government enforcement activity presents multiple areas of concern within the State Auditor's jurisdiction:

- **Conflict of Interest (MS Code § 25-4-105):**  
Public decisions may have been influenced by individuals with undisclosed financial interests.
- **Improper Compensation Structures:**  
Payments tied directly to enforcement outcomes resemble **contingent compensation for governmental action**, raising questions about legality.
- **Potential Diversion of Public Revenue:**  
Funds generated under color of law were partially distributed to private actors through undisclosed agreements rather than through transparent municipal accounting systems.
- **Circumvention of Procurement and Transparency Requirements:**  
These agreements operated outside normal public contracting processes, avoiding scrutiny and oversight.

## VIII. Conclusion

The evidence demonstrates that the Securix program's expansion across Mississippi was driven, in part, by a network of **undisclosed, commission-based contracts with lobbyists and politically connected individuals**.

By requiring secrecy while tying compensation to citation revenue, these agreements:

- Compromised the independence of those advising municipal governments,
- Introduced private financial incentives into public enforcement decisions, and
- Created a system in which **government authority was leveraged to generate profit for undisclosed third parties**.

This structure warrants investigation to determine whether public funds were improperly distributed, whether municipal decisions were influenced by undisclosed conflicts, and whether the program's expansion violated Mississippi law governing ethics, compensation, and public accountability.

# Available Exhibit List

The following exhibits are available upon request.

1. **City of Ocean Springs Response to Federal Court Subpoena – Amy Divine, et al. v. Securix, LLC** - Sworn subpoena response and supporting records from the City of Ocean Springs documenting the issuance and handling of Securix-related citations, including data reflecting the number of notices issued versus those filed in municipal court.
2. **Sample “Mississippi Uniform Traffic Ticket” Issued Under Securix Program** - Example of citation document used in the Ocean Springs program, labeled as a “Mississippi Uniform Traffic Ticket” and bearing the Ocean Springs Police Department insignia. The document includes red-ink warnings referencing a “scheduled court appearance,” threats of license suspension for non-compliance, and instructions directing recipients to pay a \$300 – signed by individuals stating they are a “sworn officer of the law.”
3. **Letter from Chief of Police Accompanying Securix Citations** - Example of correspondence sent to recipients alongside Securix-issued citations, signed by the Ocean Springs Chief of Police. The letter states that the recipient has been charged with a misdemeanor offense and warns of potential penalties if the diversion fee is not paid prior to the referenced court date.
4. **Public Records Response – City Clerk (Citation Processing and Retention)** - Official response from the Ocean Springs City Clerk confirming that Securix-related citations were not processed through the municipal court system and were not retained in City records.
5. **Email from City Attorney to Municipal Judge Regarding Securix Enforcement** - Email dated February 22, 2022, from the Ocean Springs City Attorney to the Municipal Judge discussing handling of individuals appearing in response to Securix citations, including suggested outcomes tied to participation in the diversion program.
6. **Public Statements and Continued Collection Activity Following Contract Termination** - Documentation of post-termination collection activity during the 90-day “cool down” period, including public statements by the Mayor acknowledging no legal consequences for non-payment while collection notices continued to reference court actions and penalties.
7. **Public Records Responses – City of Ocean Springs (Officer Employment and Certification Records)** - Responses to public records requests showing no oath of office, employment records, or personnel documentation for individuals identified as “Safety Officers” responsible for validating Securix citations during the relevant time period.

8. **DPS Records and Sample Citations Bearing Officer Signatures** - Records from the Mississippi Department of Public Safety indicating no active law enforcement appointment for individuals signing Securix citations bearing their signatures and sworn officer attestations.
9. **HDI Solutions Notice of Default (MVIS System Violations)** - Formal Notice of Default issued by HDI Solutions dated December 7, 2022, documenting system audit findings that Securix personnel issued citations without first submitting license plate information to law enforcement for required queries through the Mississippi Law Enforcement Network.
10. **Whistleblower Correspondence to Mississippi Department of Public Safety** - Communication from Securix Chairman to the Mississippi Department of Public Safety raising concerns regarding the legality and operation of the program, along with acknowledgment from DPS indicating the matter warranted further review.
11. **DPS Directive Terminating MVIS Data Access** - Official directive from the Mississippi Department of Public Safety instructing HDI Solutions to discontinue sharing or providing data related to programs involving Securix and affiliated entities, effectively ending system access.
12. **Securix Contract – Section Authorizing Private Engagement of Law Enforcement** - Excerpt from the Securix contract approved by the Ocean Springs Board of Aldermen, including provisions allowing the company to contract with City law enforcement officers to assist with the program.
13. **Board of Aldermen Minutes – Authorization of Privately Paid “Safety Officers”** - Official meeting minutes dated August 3, 2021, documenting Board approval to rehire individuals to validate Securix citations, with compensation to be paid directly by the private contractor.
14. **Public Records Response – City of Ocean Springs (Officer Compensation Records)** - Response to public records request confirming the City has no documents reflecting salary, wages, or compensation paid by the City to individuals designated as “Safety Officers” for the Securix program.
15. **Payment Records from Securix to Law Enforcement Personnel** - Spreadsheets and supporting documentation provided by Securix representatives showing direct payments made to individuals for services related to validating insurance citations.
16. **Board Authorization of Securix Contract (May 18, 2021)** - Official Board of Aldermen action authorizing execution of the Securix contract, contingent upon legal review for validity.

17. **Public Records Response – Legal Review Documentation (Amy St. Pe)** - Response to public records request indicating the City possesses no engagement records, invoices, or documentation reflecting completion of the referenced legal review.
18. **Securix Contract Provisions Requiring Judicial Process Compliance** - Relevant sections of the Securix contract outlining requirements that enforcement actions be conducted in accordance with state law and processed through the municipal court system.
19. **Email from Chief of Police Confirming Private Contract with Securix** - Email dated January 4, 2025, in which the Ocean Springs Chief of Police acknowledges being under contract with Securix to promote the program to other municipalities during his tenure.
20. **Intellisafe Contract – Hattiesburg Implementation** - Executed agreement and related documentation showing adoption of the Intellisafe program in Hattiesburg, including identification of program participants and signatories.
21. **Sample Intellisafe Citation Document** - Example of citation issued under the Intellisafe program demonstrating replication of the format, structure, and appearance of a Mississippi Uniform Traffic Ticket.
22. **Recorded Statement – Hattiesburg Municipal Court Clerk** - Transcript or recording of communication with court administrative staff confirming that Intellisafe-related citations are not processed through or maintained within the municipal court system.
23. **Transcript of Recorded Interaction with Intellisafe Representative** - Transcript of communication with an Intellisafe representative describing operational practices of the program, including procedures related to citation handling and payment options.
24. **Internal Email Describing Biloxi Program Operations** - Email communication detailing coordination of Securix-related activities in Biloxi, including use of courthouse facilities, handling of individuals responding to citations, and installation of payment infrastructure.
25. **Internal Communications – Continued Involvement of City Attorney** - Collection of internal emails and documents indicating ongoing involvement of the City Attorney in Securix-related operations despite prior statements of recusal.
26. **Email – Court Coordination Activity by City Attorney (February 1, 2022)** - Email documenting the City Attorney’s role in coordinating court-related procedures associated with the Securix program.
27. **Email Acknowledging Role as Primary Representative of Program** - Email communication in which the City Attorney characterizes himself as a primary point of

contact for the Securix program with municipal leadership.

28. **Internal Communications Regarding Coordination with Legal Counsel** - Email communications reflecting coordination between the City Attorney and private counsel related to actions involving individuals connected to Securix-related disputes.
29. **Email to Municipal Judge Regarding Handling of Securix Citations** - Email advising court personnel on suggested handling of individuals appearing in response to Securix citations, including references to diversion program participation.
30. **Internal Communications Regarding Early Contract Negotiations and Financial Interests** - Documents reflecting communications and negotiations related to Securix prior to formal program adoption, including discussions of compensation or financial participation.
31. A-X: **Confidential Consultant and Revenue-Sharing Agreements** - Collection of agreements and internal communications reflecting arrangements with consultants, lobbyists, and affiliated individuals for promotion and expansion of the program across multiple municipalities, including compensation structures tied to citation activity.