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U.S. DISTRICT COURT OF OHIO
MARCH

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

UNITED STATES OF AMERICA,)	Case No.1:06cr457
)	
Plaintiff,)	Judge John R. Adams
)	
v.)	
)	
ANTHONY RAWLS,)	<u>PLEA AGREEMENT</u>
)	
Defendant.)	

Pursuant to Rule 11(c)(1)(A) and (B) of the Federal Rules of Criminal Procedure, and in consideration of the mutual promises set forth below, the United States Attorney's Office for the Northern District of Ohio (hereinafter "USAO"), by and through its undersigned attorney, and the defendant, ANTHONY RAWLS (hereinafter "Defendant"), agree as follows:

**MAXIMUM PENALTIES AND OTHER
CONSEQUENCES OF PLEADING GUILTY**

1. **Waiver of Constitutional Trial Rights.** Defendant understands that Defendant has the right to plead not guilty and go to trial. At trial, Defendant would be presumed innocent, have the right to trial by jury or the Court, with the consent of the United States, the right to the assistance of counsel, the right to confront and cross-examine adverse witnesses and subpoena witnesses to testify for the defense, and the right against compelled self-incrimination. Defendant understands that Defendant has the right to an attorney at every stage of the proceeding and, if necessary, one will be appointed to represent Defendant. Defendant understands that, if Defendant pleads guilty and that plea is accepted by the Court, there will not be a further trial of any kind, so that by pleading guilty Defendant waives the right to a trial.

2. **Maximum Sentence.** The statutory maximum sentence for the count to which Defendant agrees to plead guilty is/are as follows:

<u>Count</u>	<u>Statute</u>	<u>Maximum sentence per count</u>
1	18 U.S.C. §1001 (False Statements)	Imprisonment: 5 years Fine: \$250,000 Supervised release: 3 years

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<u>Count</u>	<u>Statute</u>	<u>Maximum sentence per count</u>
2	18 U.S.C. §1001 (False Statements)	Imprisonment: 5 years Fine: \$250,000 Supervised release: 3 years
3	18 U.S.C. §152(3) (False Statements In Bankruptcy)	Imprisonment: 5 years Fine: \$250,000 Supervised release: 3 years

3. **Alternative Maximum Fine.** The maximum fine that the Court may impose is the greater of the statutory maximum stated above or twice the gross pecuniary loss or gain from the offense of conviction.

4. **Sentencing Guidelines:** Defendant understands that the Court must impose a sentence sufficient but not greater than necessary to comply with the sentencing purposes set forth in 18 U.S.C. §3553(a)(2) and that the Court must consider the advisory U.S. Sentencing Guidelines and other sentencing factors set forth in 18 U.S.C. §3553(a) in determining the sentence.

5. **Special Assessment.** Defendant will be required to pay a mandatory special assessment of \$100.00 per count for a total of \$300.00 due immediately upon sentencing.

6. **Costs.** The Court may order Defendant to pay the costs of prosecution and sentence, including but not limited to imprisonment, community confinement, home detention, probation, and supervised release.

7. **Restitution.** The Court may order Defendant to pay restitution as a condition of the sentence, probation, and/or supervised release.

8. **Violation of Probation/Supervised Release.** If Defendant violates any term or condition of probation or supervised release, such violation could result in a period of incarceration or other additional penalty as imposed by the Court. In some circumstances, the combined term of imprisonment under the initial sentence and additional period of incarceration could exceed the maximum statutory term.

ELEMENTS OF THE OFFENSE(S)

9. The elements of the offenses to which Defendant will plead guilty are:

18 U.S.C. § 1001: False Statements: Counts 1 and 2	
One:	The defendant made a statement;
Two:	The defendant ^{statement} is false or fraudulent; A.L. / DPW
Three:	The statement is material;
Four:	The defendant made the statement knowingly and willfully; and
Five:	The statement pertained to an activity within the jurisdiction of a federal agency.

18 U.S.C. § 152(3): False Statements In Bankruptcy: Count 3	
One:	On or about the time alleged in the Indictment, a bankruptcy case was pending in the United States Bankruptcy Court for the Northern District of Ohio in which the defendant was the debtor;
Two:	The defendant made a false statement or declaration regarding a material matter in or in relation to the bankruptcy proceeding;
Three:	The statement or declaration was made under the penalty of perjury;
Four:	The defendant knew that the statement or declaration was false when it was made; and
Five:	The defendant did so with the intent to defraud or deceive.

AGREEMENTS AND STIPULATIONS OF THE PARTIES

GUILTY PLEA / OTHER CHARGES

10. **Agreement to Plead Guilty.** Defendant agrees to plead guilty to Counts 1, 2 and 3 of the Indictment in this case.

11. **Agreement Not To Bring Certain Other Charges:** The USAO will not bring any other criminal charges against Defendant based upon facts currently within the knowledge of the USAO.

FACTUAL BASIS

The parties stipulate to the following facts, which satisfy all of the elements of the offenses to which Defendant agrees to plead guilty:

12. False Statements: The Defendant was employed by the United States Postal Service. He received the following income as "Wages, tips, other compensation" as shown on W-2 Box 1, from the United States Postal Service in the years specified below.

YEAR	WAGES, TIPS, OTHER COMPENSATION
1999	\$30,219.32
2000	\$36,528.31
2001	\$39,629.19
2002	\$46,084.07
2003	\$51,404.54
2004	\$56,067.00
2005	\$40,052.40

13. On or about April 15, 2004, the Defendant completed and signed an "Annual/Interim Reexamination Update" which he submitted to the Cuyahoga Metropolitan Housing Authority and in which he stated that his monthly income from all sources was \$441.00. In fact, the Defendant was receiving monthly income from the United States Postal Service, which averaged more than \$4,600.00 during calendar year 2004. The Defendant knew when he made the statement to the Cuyahoga Metropolitan

Housing Authority that he was earning income from the United States Postal Service.

The statement made by Defendant was in a matter within the jurisdiction of the executive branch of the United States, the United States Department of Housing and Urban Development. The statements were intended to influence the decision to grant "Section 8 Assistance" to the Defendant. These statements and activities occurred in the Northern District of Ohio.

14. On or about, February 22, 2005, the Defendant completed and signed a "Participant Recertification Assessment" in which he covered up and falsified his last 12 months of work history. In fact, Defendant had been employed by the United States Postal Service during the last 12 months. The Defendant knew that he had been so employed. The Defendant submitted this form to the Cuyahoga Metropolitan Housing Authority. The statements made Defendant were in a matter within the jurisdiction of the executive branch of the United States, the United States Department of Housing and Urban Development. The statements were intended to influence the decision to grant "Section 8 Assistance" to the Defendant. These statements and activities occurred in the Northern District of Ohio.

15. False Statements In Bankruptcy: On or about November 13, 2003, the Defendant filed a bankruptcy petition and schedules with the United States Bankruptcy Court for the Northern District of Ohio. In the bankruptcy schedules, he stated "0.00"

next to the category "Social Security or other government assistance." In fact, the Defendant was receiving monthly payments from the Veteran's Administration in the amount of approximately \$433.00 and the Defendant knew he was receiving such payments. The statement made by the Defendant regarding the amount of "Social Security of other government assistance" was intended by the Defendant to influence the administration of the bankruptcy case. The Defendant made the statement knowingly and fraudulently. The statement was made under the penalty of perjury. The statements were made by the Defendant in the Northern District of Ohio, Eastern Division.

WAIVER OF APPEAL AND POST-CONVICTION ATTACK

16. Defendant acknowledges having been advised by counsel of Defendant's rights, in limited circumstances, to appeal the conviction or sentence in this case, including the appeal right conferred by 18 U.S.C. § 3742, and to challenge the conviction or sentence collaterally through a post-conviction proceeding, including a proceeding under 28 U.S.C. § 2255. The Defendant expressly waives those rights, except as reserved below. Defendant reserves the right to appeal: (a) any punishment in excess of the statutory maximum; (b) any sentence to the extent it exceeds the maximum of the sentencing range determined under the advisory Sentencing Guidelines in accordance with the sentencing stipulations and computations in this agreement, using the Criminal

History Category found applicable by the Court. Nothing in this paragraph shall act as a bar to the Defendant perfecting any legal remedies Defendant may otherwise have on appeal or collateral attack respecting claims of ineffective assistance of counsel or prosecutorial misconduct.

17. **Additional Provision:** Defendant shall notify the United States Bankruptcy Court through the Clerk of Courts of his current address in Bankruptcy Case No.: 03-25012. Defendant further waives any defense grounded in the statute of limitations or limitations of action in any action brought by any party, including any creditor, trustee, or the United States Trustee seeking to vacate the discharge granted to Defendant in Case No.: 03-25012 under docket number 10 entered on or about February 19, 2004.

SENTENCING STIPULATIONS AND AGREEMENTS

18. **Stipulated Guideline Computation.** The parties agree to the following calculations using the Sentencing Guideline Manual dated November 1, 2006. The parties agree that the following calculation, using the Sentencing Guideline Manual dated November 1, 2006, represents the correct computation of the applicable offense level in this case, prior to any adjustment for acceptance of responsibility. The parties agree that no other Sentencing Guideline adjustments apply.

Counts 1 and 2: Guideline § 2B1.1		
Base offense level	+6	§ 2B1.1(a)(2)
Amount of Loss over \$10,000	+4	§ 2B1.1(b)(1)(C)
Subtotal before Acceptance of Responsibility	10	

Count 3: Guideline §2B1.1		
Base offense level	+6	§ 2B1.1(a)(2)
Bankruptcy Fraud	+2	§ 2B1.1(b)(8)(B)
Increase To Offense Level of 10	10	§ 2B1.1(b)(8)
Subtotal before Acceptance of Responsibility	10	

19. **Acceptance of Responsibility.** The USAO has no reason to believe at this time that Defendant has not clearly and affirmatively accepted personal responsibility for Defendant's criminal conduct. Defendant understands, however, that the Court will determine acceptance of responsibility based on Defendant's overall conduct as of the date of sentencing.

20. **No Criminal History Category Agreement.** The parties do not have any agreement as to the Defendant's criminal history. The Defendant understands that the Criminal History Category will be determined by the Court after the completion of a Pre-Sentence Investigation by the U.S. Probation Office.

OTHER PROVISIONS

21. **Agreement Silent as to Matters Not Expressly Addressed.** This agreement is silent as to all aspects of the determination of sentence not expressly addressed herein, and the parties are free to advise the Court of facts and to make recommendations to the Court with respect to all aspects of sentencing.

22. **Guideline Calculations Not Binding on the Court.** Defendant understands that the calculations of the parties concerning the advisory Sentencing Guidelines are not binding upon the Court, that the Court alone will decide the applicable offense level and sentencing range under the advisory Sentencing Guidelines, whether there is any basis to depart from that range or impose a sentence outside of the Guidelines, and what sentence to impose. Defendant further understands that once the Court has accepted Defendant's guilty plea, Defendant will not have the right to withdraw such plea if the Court does not accept any sentencing recommendations made on Defendant's behalf or if Defendant is otherwise dissatisfied with the sentence.

23. **Consequences of Breaching the Plea Agreement.** Defendant understands that if Defendant breaches any promise in this agreement or if Defendant's guilty plea or conviction in this case are at any time rejected, vacated, or set aside, the USAO will be released from all of its obligations under this agreement and may institute or maintain any

charges and make any recommendations with respect to sentencing that would otherwise be prohibited under the terms of the agreement. Defendant understands, however, that a breach of the agreement by Defendant will not entitle Defendant to withdraw, vacate, or set aside Defendant's guilty plea or conviction.

24. Agreement not Binding on other Jurisdictions and Agencies. Defendant understands that this plea agreement is binding only on the United States Attorney's Office for the Northern District of Ohio (USAO). It does not bind any other United States Attorney, any other federal agency, or any state or local government.

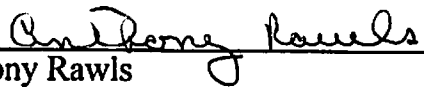
25. Defendant is Satisfied with Assistance of Counsel. Defendant makes the following statements: I acknowledge receiving the assistance of counsel from attorney Timothy C. Ivey, concerning this plea agreement. I have fully discussed with my attorney all of my Constitutional trial and appeal rights, the nature of the charges, the elements of the offenses the United States would have to prove at trial, the evidence the United States would present at such trial, the Sentencing Guidelines, and the potential consequences of pleading guilty in this case. I have had sufficient time and opportunity to discuss all aspects of the case in detail with my attorney and have told my attorney everything I know about the charges, any defense that I may have to those charges, and all personal and financial circumstances in possible mitigation of sentence. My attorney has done

everything I have asked my attorney to do and I am satisfied with the legal services and advice provided to me by my attorney and believe that my attorney has given me competent and effective representation.

26. **Agreement Is Complete and Voluntarily Entered.** Defendant and Defendant's undersigned attorney state that this agreement constitutes the entire agreement between Defendant and the USAO and that no other promises or inducements have been made, directly or indirectly, by any agent or representative of the United States government concerning any plea to be entered in this case. In particular, no promises or agreements have been made with respect to any actual or prospective civil or administrative proceedings or actions involving Defendant, except as expressly stated herein. In addition, Defendant states that no person has, directly or indirectly, threatened or coerced Defendant to do or refrain from doing anything in connection with any aspect of this case, including entering a plea of guilty.

SIGNATURES

Defendant: I have read this entire plea agreement and have discussed it with my attorney. I have initialed each page of the agreement to signify that I have read, understood, and approved the provisions on that page. I am entering this agreement voluntarily and of my own free will. No threats have been made to me, nor am I under the influence of anything that could impede my ability to understand this agreement.

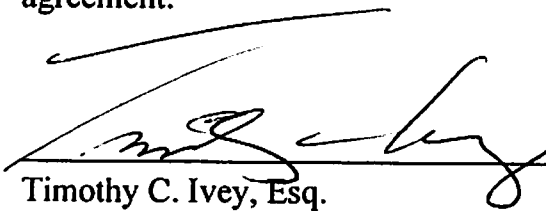


Anthony Rawls

12.19.06

Date

Defense Counsel: I have read this plea agreement and concur in Defendant pleading in accordance with terms of the agreement. I have explained this plea agreement to Defendant, and to the best of my knowledge and belief, Defendant understands the agreement.



Timothy C. Ivey, Esq.

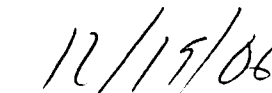
12-19-06

Date

United States Attorney's Office: I accept and agree to this plea agreement on behalf of the United States Attorney for the Northern District of Ohio.

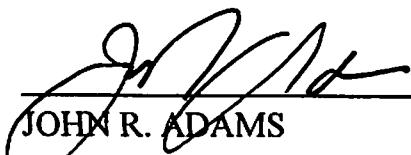


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Date

APPROVED:



JOHN R. ADAMS
UNITED STATES DISTRICT JUDGE



DATE