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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS**

**JUDGE MATTHEW F. KENNELLY
UNITED STATES DISTRICT COURT**

UNITED STATES OF AMERICA)
)
 v.)
)
 ANGELA WEST,)
)
 Defendant.)
 _____)

PLEA AGREEMENT

Case No. 10-CR-883

Violations: 18 U.S.C. § 2315
18 U.S.C. § 981(a)(1)(C)
28 U.S.C. § 2461(c)

The United States of America and ANGELA WEST (“defendant”) and defendant’s counsel hereby enter into the following Plea Agreement pursuant to Rule 11(c)(1)(B) of the Federal Rules of Criminal Procedure (“Fed. R. Crim. P.”):

RIGHTS OF DEFENDANT

1. Defendant understands her rights:
 - (a) to be represented by an attorney;
 - (b) to be charged by Indictment;
 - (c) to plead not guilty to any criminal charge brought against her;
 - (d) to have a trial by jury, at which she would be presumed not guilty of the charge and the United States would have to prove every essential element of the charged offense beyond a reasonable doubt for her to be found guilty;
 - (e) to confront and cross-examine witnesses against her and to subpoena witnesses in her defense at trial;
 - (f) not to be compelled to incriminate herself;
 - (g) to appeal her conviction, if she is found guilty; and
 - (h) to appeal the imposition of sentence against her.

**AGREEMENT TO PLEAD GUILTY
AND WAIVE CERTAIN RIGHTS**

2. Defendant knowingly and voluntarily waives the rights set out in Paragraph 1(b)-(g) above, including all jurisdictional and venue defenses to the prosecution of this case, and agrees voluntarily to consent to the jurisdiction of the United States to prosecute this case against her in the United States District Court for the Northern District of Illinois. Defendant also knowingly and voluntarily waives the right to file any appeal, any collateral attack, or any other writ or motion, including but not limited to an appeal under 18 U.S.C. § 3742 or a motion under 28 U.S.C. §§ 2241 or 2255 that challenges the sentence imposed by the Court. This agreement does not affect the rights or obligations of the United States set forth in 18 U.S.C. § 3742(b). Nothing in this paragraph, however, shall act as a bar to defendant perfecting any legal remedies she may otherwise have on appeal or collateral attack respecting claims of ineffective assistance of counsel or prosecutorial misconduct. Defendant agrees that there is currently no known evidence of ineffective assistance of counsel or prosecutorial misconduct. Pursuant to Fed. R. Crim. P. 7(b), defendant will waive indictment and plead guilty at arraignment to a one-count Information to be filed in the United States District Court for the Northern District of Illinois. The Information will charge defendant with one count of receiving, possessing, and concealing stolen money, in violation of 18 U.S.C. § 2315. Defendant admits that she knowingly received, possessed, concealed, and stored money of the value of \$5,000 or more, which crossed a boundary of the United States after being stolen, unlawfully converted, and taken, and that she knew that the money had been stolen, unlawfully converted, and taken.

3. Pursuant to the terms of this Plea Agreement, defendant will plead guilty to the

criminal charge described in Paragraph 2 and will make a factual admission of guilt to the Court in accordance with Fed. R. Crim. P. 11, as set forth in Paragraph 4. Defendant is pleading guilty because she is guilty and understands that she will be adjudicated guilty of this offense.

Defendant agrees that the facts in Paragraph 4 establish her guilt beyond a reasonable doubt.

FACTUAL BASIS FOR OFFENSE CHARGED

4. Had this case gone to trial, the United States would have presented evidence sufficient to prove the following facts:

(a) The “relevant period” herein is that period from in or about March 2004 until in or about September 2008. During the relevant period, defendant was an employee of Northern Trust Bank in Chicago, Illinois. From in or about March 2004 until in or about March 2005, defendant’s husband, Christopher West (“West”), was a Major in the Illinois Army National Guard deployed to Bagram Airfield, Afghanistan as the “S4” in charge of Base Operations.

(b) During his deployment to Afghanistan, West sent money he had stolen, unlawfully converted, and taken to his friend and fellow Illinois Army National Guard member, Charles Patton, who was not deployed to Afghanistan. Patton received the money, which was hidden in a series of boxes, and possessed, concealed and stored the money in his residence.

(c) In or about the end of November 2004, upon West’s return from Afghanistan during mid-tour leave, defendant accompanied West to Patton’s home, where West opened the boxes to reveal the money hidden inside. Upon departing Patton’s home, West and defendant took the money to their residence.

(d) Upon West's return to Afghanistan in December 2004, he left the money with the defendant, which she possessed, concealed, and stored in their residence within the Northern District of Illinois, knowing the money to have been stolen, unlawfully converted, and taken by West in Afghanistan.

(e) On or about December 2, 2004, defendant deposited this money into her safe deposit box at Northern Trust Bank, where she possessed, concealed and stored it until on or about February 2, 2005, when, with the intent to obstruct and impede the administration of justice with respect to the investigation of the instant offense, she removed the money and gave it back to Patton.

(f) Defendant knowingly received, possessed, concealed, and stored money, which crossed a boundary of the United States after being stolen, unlawfully converted, and taken, knowing that money had been stolen, unlawfully converted, and taken by West in Afghanistan.

POSSIBLE MAXIMUM SENTENCE

5. Defendant understands that the statutory maximum penalty which may be imposed against her upon conviction for a violation of 18 U.S.C. § 2315 is:

- (a) a term of imprisonment for ten (10) years (18 U.S.C. § 2315);
- (b) a fine in an amount equal to the greatest of: (1) \$250,000; or (2) twice the gross pecuniary gain derived from the crime; or (3) twice the gross pecuniary loss caused to the victims of the crime; (18 U.S.C. § 3571);
- (c) a term of supervised release of not more than three (3) years following any term of imprisonment. If defendant violates any condition of supervised

release, defendant could be required to serve the entire term of supervised release in prison. 18 U.S.C. §§ 3559(a)(3); 3583(b)(2) and (e)(3); and United States Sentencing Guidelines (“U.S.S.G.,” “Sentencing Guidelines,” or “Guidelines”) §5D1.2(a)(2).

6. In addition, defendant understands that:

(a) pursuant to U.S.S.G. §5E1.1 or 18 U.S.C. §§ 3663(a)(3) or 3583(d), the Court may order her to pay restitution to the victims of the offense; and

(b) pursuant to 18 U.S.C. § 3013(a)(2)(A), the Court is required to order defendant to pay a \$100.00 special assessment upon conviction.

SENTENCING GUIDELINES

7. Defendant understands that the Guidelines are advisory, not mandatory, and that the Court must consider the Guidelines in effect on the day of sentencing, along with the other factors set forth in 18 U.S.C. § 3553(a), in determining and imposing sentence. Defendant understands that the Guidelines determinations will be made by the Court by a preponderance of the evidence standard. Defendant understands that although the Court is not ultimately bound to impose a sentence within the applicable Guidelines range, its sentence must be reasonable based upon consideration of all relevant sentencing factors set forth in 18 U.S.C. § 3553(a). Defendant agrees that this Plea Agreement along with any sentencing memoranda and the record that will be created by the United States and defendant at the plea hearing will provide sufficient information concerning defendant, the crime charged, and defendant’s role in the crime to enable the meaningful exercise of the Court’s sentencing authority as required by 18 U.S.C. § 3553.

SENTENCING AGREEMENT

8. The United States and the defendant understand, agree and stipulate to the

following applicable Sentencing Guidelines considerations and factors:

- (a) The November 1, 2008 edition of the Guidelines applies;
- (b) Pursuant to Guideline §2B1.1, the base offense level is 6;
- (c) The value of the stolen money received, possessed, concealed, and stored totaled more than \$30,000 but less than \$120,000, and at sentencing the parties will tender arguments whether a six-level or eight-level increase is appropriate pursuant to U.S.S.G. §§2B1.1(b)(1)(D), (E).
- (d) The defendant willfully obstructed and impeded the investigation into this matter when she removed the money from her safe deposit box and gave it to Patton, and thus a two-level increase is appropriate pursuant to U.S.S.G. §3C1.1.

9. The United States does not oppose a two-level reduction in defendant's combined offense level, based upon defendant's apparent prompt recognition and affirmative acceptance of personal responsibility for her criminal conduct. If the Court determines defendant's offense level to be 16 or greater prior to the operation of U.S.S.G. §3E1.1(a), the United States agrees to make a motion under U.S.S.G. §3E1.1(b) for an additional one-level decrease in recognition of the defendant's timely notification of her intention to plead guilty. The United States may oppose any adjustment for acceptance of responsibility if defendant (a) fails to admit each and every item in the factual stipulation; (b) denies involvement in the offenses; (c) gives conflicting statements about her involvement in the offenses; (d) is untruthful with the Court, this Office, or the United States Probation Office; (e) obstructs or attempts to obstruct justice prior to sentencing; (f) engages in any criminal conduct between the date of this agreement and the date of sentencing; or (g) attempts to withdraw her plea of guilty.

10. Defendant understands that there is no agreement as to her criminal history or criminal history category, and that her criminal history or criminal history category could alter her offense level, if she is a career offender or if the instant offense was a part of a pattern of criminal conduct from which she derived a substantial portion of her income.

11. The United States and defendant agree that with respect to the calculation of the advisory Guidelines range, no other offense characteristics, sentencing guidelines factors, potential departures or adjustments as set forth in Chapters 2, 3, 4, or 5 of the Sentencing Guidelines will be raised, argued, or are in dispute.

12. If the United States determines that defendant has provided substantial assistance in any investigation or prosecution, and has otherwise fully complied with all of the terms of this Plea Agreement, it will file a motion, pursuant to U.S.S.G. §5K1.1, advising the sentencing judge of all the relevant facts pertaining to that determination and requesting the Court to sentence defendant in light of the factors set forth in U.S.S.G. §5K1.1(a)(1)-(5). Defendant acknowledges that the decision with respect to whether she has provided substantial assistance in any investigation or prosecution, and has otherwise fully complied with all of the terms of this Plea Agreement is within the sole discretion of the United States and further agrees that she will not contest the departure level recommended by the United States, if the United States makes a motion pursuant to U.S.S.G. §5K1.1. It is understood that should the United States determine that defendant has not provided substantial assistance in any investigations or prosecutions, or should the United States determine that defendant has violated any provision of this Plea Agreement, such a determination will release the United States from any obligation to file a motion pursuant to U.S.S.G. §5K1.1, but will not entitle defendant to withdraw her guilty plea

once it has been entered. Defendant further understands that whether or not the United States files a motion pursuant to U.S.S.G. §5K1.1, the sentence to be imposed on her remains within the sole discretion of the sentencing judge.

13. Subject to the ongoing, full, and truthful cooperation of defendant described in Paragraph 20 of this Plea Agreement, and before sentencing in the case, the United States will fully advise the Court and the Probation Office of the fact, manner, and extent of defendant's cooperation and her commitment to prospective cooperation with the United States's investigations and prosecutions, all material facts relating to defendant's involvement in the charged offense, and all other relevant conduct. To enable the Court to have the benefit of all relevant sentencing information, the United States may request, and defendant will not oppose, that sentencing be postponed until her cooperation is completed.

14. Defendant, her attorney, and the United States acknowledge and agree that the above calculations are preliminary in nature and based on facts known to the United States as of the time of this Plea Agreement. Defendant understands that the Probation Office will conduct its own investigation and that the Court ultimately determines the facts and law relevant to sentencing, and that the Court's determinations govern the final Guidelines calculation. The validity of this Plea Agreement is not contingent upon the probation officer's or the Court's concurrence with the above calculations and defendant has no right to withdraw her Plea Agreement if the probation officer or the Court do not agree or concur with the calculations, stipulations, or recommendations of the parties. Defendant further understands that, as provided in Fed. R. Crim. P. 11(c)(3)(B), if the Court does not impose a sentence consistent with the calculations, stipulations, or recommendations contained in this Plea Agreement, she

nevertheless has no right to withdraw her plea of guilty.

RESTITUTION

15. Defendant agrees to the entry of a restitution order for the full amount of the victims' losses pursuant to 18 U.S.C. §§ 3556, 3663, and 3664(f)(1)(A). The defendant agrees that her restitution obligation shall be joint and several with any other defendants ultimately convicted in this matter, if any, and that the Court may apportion liability among defendants, pursuant to the procedures set forth in 18 U.S.C. § 3664, to reflect the level of contribution to the victims' losses and economic circumstances of each defendant. The United States agrees not to oppose the imposition of a reasonable payment schedule, as directed by the Court after its review of the factors enumerated in 18 U.S.C. § 3664. Defendant further agrees that the Court shall maintain continuing supervisory authority over the restitution owed to the victims in this matter and, pursuant to 18 U.S.C. § 3664(k), the Court may adjust the payment schedule or apportionment of that restitution obligation in order to account for a material change in defendant's economic circumstances or to ensure repayment of the victims' losses. The United States and defendant agree that, at this time, they are aware that defendant owes restitution to the United States Department of Defense in the amount of the money concealed, possessed, and stored, as determined by the Court pursuant to Paragraph 8(c).

FORFEITURE

16. Defendant agrees to identify all assets over which defendant exercises or exercised control, directly or indirectly, within the past four (4) years or has or had during that time any financial interest. Defendant agrees to take all steps as requested by the United States to obtain from any other parties by any lawful means any records of assets owned at any time by

defendant. Defendant agrees to undergo any polygraph examination the United States may choose to administer concerning such assets and to provide and/or consent to the release of defendant's tax returns for the previous five years.

17. Defendant agrees to forfeit all interests in any asset received, possessed, concealed, or stored as stolen or unlawfully converted property, that defendant currently owns, has previously owned or over which defendant currently, or has in the past, exercised control, directly or indirectly, and any property defendant has transferred, as well as any property that is traceable to, derived from, fungible with, or a substitute for property that constitutes the proceeds of her offense. Defendant agrees to hold the United States, its agents and employees harmless from any claims whatsoever in connection with the seizure or forfeiture of property covered by this agreement.

18. Defendant further agrees to waive all interest in any such asset in any administrative or judicial forfeiture proceeding, whether criminal or civil, state or federal. Defendant agrees to consent to the entry of orders of forfeiture for such property and waives the requirements of Fed. R. Crim. P. 32.2 and 43(a) regarding notice of the forfeiture in the charging instrument, announcement of the forfeiture at sentencing, and incorporation of the forfeiture in the judgment. Defendant acknowledges that she understands that the forfeiture of assets is part of the sentence that will be imposed in this case and waives any failure by the Court to advise her of this, pursuant to Rule 11(b)(1)(J), at the time her guilty plea is accepted.

19. Defendant further agrees to waive all constitutional and statutory challenges in any manner (including direct appeal, habeas corpus, or any other means) to any forfeiture carried out in accordance with this Plea Agreement on any grounds, including that the forfeiture

constitutes an excessive fine or punishment. Defendant agrees to take all steps as requested by the United States to pass clear title to forfeitable assets to the United States and to testify truthfully in any judicial forfeiture proceeding. Defendant acknowledges that all property covered by Paragraph 17 of this agreement is subject to forfeiture as proceeds of illegal conduct.

DEFENDANT'S COOPERATION

20. Defendant will cooperate fully and truthfully with the United States in the prosecution of this case, the investigation of violations of federal criminal laws involving illegal activity at Bagram Airfield or elsewhere in Afghanistan, any other federal investigation resulting therefrom, and any litigation or other proceedings arising or resulting from any such investigation to which the United States is a party ("Relevant Proceeding"). The ongoing, full, and truthful cooperation of defendant shall include, but not be limited to:

(a) producing all non-privileged documents, including claimed personal documents, and other materials, wherever located, in the possession, custody, or control of defendant, requested by attorneys and agents of the United States;

(b) making herself available for interviews, not at the expense of the United States, upon the request of attorneys and agents of the United States;

(c) responding fully and truthfully to all inquiries of the United States in connection with any Relevant Proceeding, without falsely implicating any person or intentionally withholding any information, subject to the penalties of making false statements (18 U.S.C. § 1001) and obstruction of justice (18 U.S.C. § 1503 et seq.);

(d) otherwise voluntarily providing the United States with any non-privileged material or information, not requested in (a) - (c) of this paragraph, that

she may have that is related to any Relevant Proceeding; and

(e) when called upon to do so by the United States in connection with any Relevant Proceeding, testifying in grand jury, trial, and other judicial proceedings fully, truthfully, and under oath, subject to the penalties of perjury (18 U.S.C. § 1621), making false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), contempt (18 U.S.C. §§ 401-02), and obstruction of justice (18 U.S.C. § 1503 et seq.).

GOVERNMENT'S AGREEMENT

21. Subject to the full, truthful, and continuing cooperation of defendant, as described in Paragraph 20 of this Plea Agreement, and upon the Court's acceptance of the guilty plea called for by this Plea Agreement and the imposition of sentence, the United States will not bring further criminal charges against defendant for any act or offense committed before the date of this Plea Agreement that was undertaken in furtherance of the crimes arising from the facts set forth in the Information and in this Plea Agreement ("Relevant Offense"). The nonprosecution terms of this paragraph do not apply to civil matters of any kind, to any violation of the federal tax or securities laws, or to any crime of violence.

22. Defendant understands that she may be subject to administrative action by federal or state agencies other than the Department of Justice, Antitrust Division, based upon the conviction resulting from this Plea Agreement, and that this Plea Agreement in no way controls whatever action, if any, other agencies may take.

REPRESENTATION BY COUNSEL

23. Defendant has reviewed all legal and factual aspects of this case with her attorney and is fully satisfied with her attorney's legal representation. Defendant has thoroughly reviewed

this Plea Agreement with her attorney and has received satisfactory explanations from her attorney concerning each paragraph of this Plea Agreement and alternatives available to defendant other than entering into this Plea Agreement. After conferring with her attorney and considering all available alternatives, defendant has made a knowing and voluntary decision to enter into this Plea Agreement.

VOLUNTARY PLEA

24. Defendant's decision to enter into this Plea Agreement and to tender a plea of guilty is freely and voluntarily made and is not the result of force, threats, assurances, promises, or representations other than the representations contained in this Plea Agreement. The United States has made no promises or representations to defendant as to whether the Court will accept or reject the recommendations contained within this Plea Agreement.

VIOLATION OF PLEA AGREEMENT

25. Defendant agrees that should the United States determine in good faith, during the period that any Relevant Proceeding is pending, that defendant has failed to provide full and truthful cooperation, as described in Paragraph 20 of this Plea Agreement, or has otherwise violated any provision of this Plea Agreement, the United States will notify defendant or her counsel in writing by personal or overnight delivery or facsimile transmission and may also notify her counsel by telephone of its intention to void any of its obligations under this Plea Agreement (except its obligations under this paragraph), and defendant shall be subject to prosecution for any federal crime of which the United States has knowledge including, but not limited to, the substantive offenses relating to the investigation resulting in this Plea Agreement. Defendant agrees that, in the event that the United States is released from its obligations under this Plea

Agreement and brings criminal charges against defendant for any of the Relevant Offenses, the statute of limitations period for such offenses will be tolled for the period between the date of the signing of this Plea Agreement and six (6) months after the date the United States gave notice of its intent to void its obligations under this Plea Agreement.

26. Defendant understands and agrees that in any further prosecution of her resulting from the release of the United States from its obligations under this Plea Agreement based on defendant's violation of the Plea Agreement, any documents, statements, information, testimony, or evidence provided by her to attorneys or agents of the United States, federal grand juries, or courts, and any leads derived therefrom, may be used against her in any such further prosecution. In addition, defendant unconditionally waives her right to challenge the use of such evidence in any such further prosecution, notwithstanding Fed. R. Evid. 410.

ENTIRETY OF AGREEMENT

27. This Plea Agreement constitutes the entire agreement between the United States and defendant concerning the disposition of the criminal charges in this case. This Plea Agreement cannot be modified except in writing, signed by the United States and defendant.

28. The undersigned attorneys for the United States have been authorized by the Attorney General of the United States to enter this Plea Agreement on behalf of the United States.

29. A facsimile or other electronically transmitted signature shall be deemed an original signature for the purpose of executing this Plea Agreement. Multiple signature pages are authorized for the purpose of executing this Plea Agreement.

Respectfully submitted,

12/09/10
Date



Mark W. Pletcher
Emily W. Allen
Trial Attorneys
United States Department of Justice
450 Fifth Street, N.W.; Suite 11300
Washington, D.C. 20530

I have read this agreement and carefully reviewed every part of it with my attorney. I understand it, and I voluntarily agree to it. I have reviewed the factual and advisory Guidelines stipulations with my attorney, and I do not wish to change any of them. I am completely satisfied with the representation of my attorney.

6-29-09
Date

Angela West
Angela West

I am Angela West's attorney. I have carefully reviewed every part of this agreement with her. To my knowledge, her decision to enter into this Plea Agreement is informed and voluntary.

6-29-09
Date

Keith Spielfogel
Keith Spielfogel, Esq.
Counsel for Angela West