



U.S. Department of Justice

Civil Rights Division

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A handwritten signature in black ink, appearing to be "A. JOE", written over a stamp that includes the words "JOE" and "ONE".

July 5, 2016

VIA EMAIL

Catherine Flynn, Esquire
Mead, Flynn & Gray, P.A.
One North Charles Street
Baltimore, Maryland 21201

Re: Travis James Reynolds

Dear Ms. Flynn:

This letter, together with the Sealed Supplement, confirms the plea agreement that has been offered to Travis James Reynolds ("Defendant") by the Civil Rights Division of the Department of Justice ("United States"). If the Defendant accepts this offer, please have him execute it in the spaces provided below. If this offer has not been accepted by July 13, 2016, it will be deemed withdrawn. The terms of the agreement are as follows:

Offense of Conviction

1. The Defendant agrees to plead guilty to a one count Information in which he will be charged with a [misdemeanor] violation of the Freedom of Access to Clinic Entrances Act ("FACE Act"), in violation of 18 U.S.C. § 248(a)(3). The Defendant admits that he is, in fact, guilty of that offense and will so advise the Court.

Elements of the Offense

2. The elements of the offense to which the Defendant has agreed to plead guilty, and which the United States would prove if the case went to trial, are as follows:

- The defendant intentionally damaged the facility described in the information; and
- The defendant did so knowingly and because the facility was being used to provide reproductive health services.

Penalties

3. The maximum sentence provided by statute for the offense to which the Defendant is pleading guilty is as follows: imprisonment for not more than one (1) year, a fine of

not more than \$100,000, and a term of supervised release of not more than one (1) year. In addition, the Defendant must pay \$25 as a special assessment pursuant to 18 U.S.C. § 3013, which will be due and should be paid at or before the time of sentencing. The Defendant understands that if he serves a term of imprisonment, is released on supervised release, and then violates the conditions of his supervised release, his supervised release could be revoked - even on the last day of the term - and the Defendant could be returned to custody to serve another period of incarceration and a new term of supervised release. The Defendant understands that the Bureau of Prisons has sole discretion in designating the institution at which the Defendant will serve any term of imprisonment imposed.

Waiver of Rights

4. The Defendant understands that by entering into this agreement, he voluntarily surrenders certain rights as outlined below:

a. If the Defendant had persisted in his plea of not guilty, he would have had the right to a speedy jury trial with the close assistance of competent counsel. That trial could be conducted by a judge, without a jury, if the Defendant, the United States, and the Court all agreed.

b. If the Defendant elected a jury trial, the jury would be composed of twelve individuals selected from the community. Counsel and the Defendant would have the opportunity to challenge prospective jurors who demonstrated bias or who were otherwise unqualified, and would have the opportunity to strike a certain number of jurors peremptorily. All twelve jurors would have to agree unanimously before the Defendant could be found guilty of any count. The jury would be instructed that the Defendant was presumed to be innocent, and that presumption could be overcome only by proof beyond a reasonable doubt.

c. If the Defendant went to trial, the government would have the burden of proving the Defendant guilty beyond a reasonable doubt. The Defendant would have the right to confront and cross-examine the government's witnesses. The Defendant would not have to present any defense witnesses or evidence whatsoever. If the Defendant wanted to call witnesses in his defense, however, he would have the subpoena power of the Court to compel the witnesses to attend.

d. The Defendant would have the right to testify in his own defense if he so chose, and he would have the right to refuse to testify. If he chose not to testify, the Court could instruct the jury that they could not draw any adverse inference from his decision not to testify.

e. If the Defendant was found guilty after a trial, he would have the right to appeal the verdict and the Court's pretrial and trial decisions on the admissibility of evidence to see if any errors were committed that would require a new trial or dismissal of the charges against him. By pleading guilty, the Defendant knowingly gives up the right to appeal the verdict and the Court's decisions.

f. By pleading guilty, the Defendant will be giving up all of these rights, except the right, under the limited circumstances set forth in the "Waiver of Appeal" paragraph below, to appeal the sentence. By pleading guilty, the Defendant understands that he may have to answer the Court's questions both about the rights he is giving up and about the facts of his case. Any statements the Defendant makes during such a hearing would not be admissible against him during a trial except in a criminal proceeding for perjury or false statement.

g. If the Court accepts the Defendant's plea of guilty, there will be no further trial or proceeding of any kind, and the Court will find him guilty.

h. By pleading guilty, the Defendant may also be giving up certain valuable civil rights. The Defendant nevertheless affirms that he wants to plead guilty, regardless of any potential collateral consequences.

Advisory Sentencing Guidelines Apply

5. The Defendant understands that the Court will determine a sentencing guidelines range for this case (henceforth the "advisory guidelines range") pursuant to the Sentencing Reform Act of 1984 at 18 U.S.C. §§ 3551-3742 (excepting 18 U.S.C. §§ 3553(b)(1) and 3742(e)) and 28 U.S.C. §§ 991 through 998). The Defendant further understands that the Court will impose a sentence pursuant to the Sentencing Reform Act and must take into account the advisory guidelines range in establishing a reasonable sentence.

Factual and Advisory Guidelines Stipulation

6. The United States and the Defendant understand, agree, and stipulate to the Statement of Facts set forth in Attachment A hereto, which the United States would prove beyond a reasonable doubt. The parties also stipulate and agree to recommend the following guidelines calculations:

a. The base offense level is 10. U.S.S.G. § 2H1.1(a)(3)(B).

b. The United States does not oppose a two-level reduction in the Defendant's adjusted offense level, based upon the Defendant's apparent prompt recognition and affirmative acceptance of personal responsibility for his criminal conduct. The United States may oppose any adjustment for acceptance of responsibility if the Defendant (a) denies involvement in the offense; (b) gives conflicting statements about his involvement in the offense; (c) is untruthful with the Court, the United States, or the United States Probation Office; (d) obstructs or attempts to obstruct justice prior to sentencing; (e) engages in any criminal conduct between the date of this agreement and the date of sentencing; or (f) attempts to withdraw his plea of guilty.

e. Thus, the final adjusted offense level is 8.

7. The Defendant understands that there is no agreement as to his criminal history or criminal history category, and that his criminal history could alter his sentence if he is a career

offender or if the instant offense was a part of a pattern of criminal conduct from which he derived a substantial portion of his income.

Obligations of the Parties

8. If at the time of sentencing, the Defendant has abided by all terms included in this plea agreement, the United States will recommend a reasonable sentence within the guideline range and in consideration of the statutory maximum and 18 U.S.C. § 3553 factors.

9. The parties agree that the Defendant will make restitution, pursuant to 18 U.S.C. § 3663 (a)(1)(a), as determined by the United States Probation Office, for the amounts of loss sustained by the persons who paid to clean the damage caused by the Defendant at the following addresses: i) 7648 Belair Road, Baltimore, Maryland (location of the facility described in the Information); ii) 7110 Belair Road, Baltimore, Maryland; and iii) 7560 Belair Road, Baltimore, Maryland.

Collection of Financial Obligations

10. The Defendant expressly authorizes the United States to obtain a credit report in order to evaluate the Defendant's ability to satisfy any financial obligation imposed by the Court.

11. In order to facilitate the collection of financial obligations to be imposed in connection with this prosecution, the Defendant agrees to disclose fully all assets in which the Defendant has any interest or over which the Defendant exercises control, directly or indirectly, including those held by a spouse, nominee or other third party.

12. The Defendant will promptly submit a completed financial statement to the United States, in a form that the United States prescribes and as it directs. The Defendant promises that the financial statement and disclosures will be complete, accurate and truthful, and understands that any willful falsehood on the financial statement will be a separate crime and may be punished under 18 U.S.C. § 1001 by an additional five years' incarceration and fine.

13. The parties reserve the right to bring to the Court's attention at the time of sentencing, and the Court will be entitled to consider, all relevant information concerning the Defendant's background, character and conduct.

Waiver of Appeal

14. In exchange for the concessions made by the United States and the Defendant in this plea agreement, the United States and the Defendant waive their rights to appeal as follows:

a. The Defendant knowingly waives all right, pursuant to 28 U.S.C. § 1291 or otherwise, to appeal the Defendant's conviction;

b. The Defendant and the United States knowingly waive all right, pursuant to 18 U.S.C. § 3742 or otherwise, to appeal whatever sentence is imposed (including the right to

appeal any issues that relate to the establishment of the advisory guidelines range, the determination of the Defendant's criminal history, the weighing of the sentencing factors, and the decision whether to impose and the calculation of any term of imprisonment, fine, order of restitution, and term or condition of supervised release);

c. The Defendant also expressly agrees not to contest, or seek to modify, his conviction, sentence, or the manner in which either was determined in any proceeding, including, but not limited to, an action brought under 28 U.S.C. § 2255. This waiver of appeal specifically includes all provisions of the guilty plea and sentence imposed;

d. Nothing in this agreement shall be construed to prevent the Defendant or the United States from invoking the provisions of Federal Rule of Criminal Procedure 35(a), or from appealing from any decision thereunder, should a sentence be imposed that resulted from arithmetical, technical, or other clear error.

e. The Defendant waives any and all rights under the Freedom of Information Act relating to the investigation and prosecution of the above-captioned matter and agrees not to file any request for documents from the United States or any investigating agency.

Obstruction or Other Violations of Law

15. The Defendant agrees that he will not commit any offense in violation of federal, state or local law between the date of this agreement and his sentencing in this case. In the event that the Defendant (i) engages in conduct after the date of this agreement which would justify a finding of obstruction of justice under U.S.S.G. § 3C1.1; (ii) fails to accept personal responsibility for his conduct by failing to acknowledge his guilt to the probation officer who prepares the Presentence Report; (iii) moves to withdraw his guilty plea; or (iv) commits any offense in violation of federal, state or local law, then the United States will be relieved of its obligations to the Defendant as reflected in this agreement and it will also be free to make sentencing recommendations other than those set out in this agreement. As with any alleged breach of this agreement, the United States will bear the burden of convincing the Court of the Defendant's obstructive or unlawful behavior and/or failure to acknowledge personal responsibility by a preponderance of the evidence. The Defendant acknowledges that he may not withdraw his guilty plea because the United States is relieved of its obligations under the agreement pursuant to this paragraph.

Court Not a Party

16. The Defendant expressly understands that the Court is not a party to this agreement. In the federal system, the sentence to be imposed is within the sole discretion of the Court. In particular, the Defendant understands that neither the United States Probation Office nor the Court is bound by the stipulation set forth above, and that the Court will, with the aid of the Presentence Report, determine the facts relevant to sentencing. The Defendant understands that the Court cannot rely exclusively upon the stipulation in ascertaining the factors relevant to the determination of sentence. Rather, in determining the factual basis for the sentence, the Court will consider the stipulation, together with the results of the presentence investigation, and

any other relevant information. The Defendant understands that the Court is under no obligation to accept the United States' recommendations, and the Court has the power to impose a sentence up to and including the statutory maximum stated above. The Defendant understands that if the Court considers factors different from those contained in the stipulation set forth above, or if the Court should impose any sentence up to the maximum established by statute, the Defendant cannot, for that reason alone, withdraw his guilty plea, and will remain bound to fulfill all of his obligations under this agreement. The Defendant understands that neither the prosecutor, his counsel, nor the Court can make a binding prediction, promise, or representation as to what guidelines range or sentence the Defendant will receive. The Defendant agrees that no one has made such a binding prediction or promise.

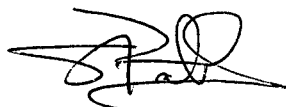
Entire Agreement

17. This letter supersedes any prior understandings, promises, or conditions between the United States and the Defendant and, together with the Sealed Supplement, constitutes the complete plea agreement in this case. The Defendant acknowledges that there are no other agreements, promises, undertakings or understandings between the Defendant and the United States other than those set forth in this letter and the Sealed Supplement and none will be entered into unless in writing and signed by all parties.

If the Defendant fully accepts each and every term and condition of this agreement, please sign and have the Defendant sign the original and return it to me promptly.

Very truly yours,

Vanita Gupta
Principal Deputy Assistant Attorney General
Civil Rights Division
U.S. Department of Justice



By: _____
Sanjay H. Patel
Trial Attorney
Criminal Section

I have read this agreement, including the Sealed Supplement, and carefully reviewed every part of it with my attorney. I understand it, and I voluntarily agree to it. Specifically, I have reviewed the Factual and Advisory Guidelines Stipulation and Attachment with my attorney, and I do not wish to change any part of it. I am completely satisfied with the representation of my attorney.

7/21/16
Date

Travis Reynolds
Travis James Reynolds

I am Mr. Reynolds' attorney. I have carefully reviewed every part of this agreement, including the Sealed Supplement, with him. He advises me that he understands and accepts its terms. To my knowledge, his decision to enter into this agreement is an informed and voluntary one.

7/21/16
Date


Catherine Flynn/Esquire

ATTACHMENT A

Statement of Facts

The United States and Defendant Travis James Reynolds stipulate and agree that the United States would have proven the following facts beyond a reasonable doubt had his case proceeded to trial, and that these facts are true. They further stipulate and agree that these are not all of the facts that the United States would have proven had this matter gone to trial:

The Defendant, Travis James Reynolds (hereinafter, "Reynolds"), age 21, is a citizen of the United States and resides in the District of Maryland.

On or about February 24 and 25, 2016, Reynolds and his friend, CM, agreed to vandalize the Whole Woman's Health clinic (hereinafter, "the clinic"), located at 7648 Belair Road, Baltimore, Maryland, because the clinic provided abortion services. On each occasion, after Reynolds and CM purchased spray paint, CM drove Reynolds to the clinic so that Reynolds could deface its windows, doors, and walls with profane messages. After Reynolds vandalized the clinic, CM drove him away.

On February 24, 2016, after CM drove Reynolds to the clinic, Reynolds spray-painted the words "Kill" and "Dead Baby Fuck you" on the clinic's window and door.

On February 25, 2016, after CM drove Reynolds to the clinic, Reynolds spray-painted the words "Kill Dead Baby" on another clinic door, and spray-painted the words "Baby Killer" and "Kill Baby Here" on the clinic's walls with arrows pointing at the clinic doors.

On each occasion, as Reynolds vandalized the clinic, CM sat in the car and watched. Once Reynolds finished spray-painting the profane messages, CM drove Reynolds away from the scene.

Immediately before Reynolds and CM vandalized the clinic on February 24, 2016, they had vandalized their former employer's office building, located at 7110 Belair Road, Baltimore, Maryland, because both men had been fired and had not been given a final paycheck.

Immediately after Reynolds and CM vandalized the clinic on February 24, 2016, CM and Reynolds vandalized a second former employer's building located at 7560 Belair Road, Baltimore, Maryland, because Reynolds wanted to "mess with [his] old boss."

On February 25, 2016, before Reynolds and CM returned to the clinic to vandalize it a second time, they also returned to their former employer's place at 7110 Belair Road, Baltimore, Maryland, and vandalized that building again.

When Reynolds defaced the clinic on February 24 and 25, 2016, he knew that the clinic provided abortion services. Reynolds spray-painted profane messages on the clinic building because he believed that it would deter people from using the clinic, and because he intended to prevent people from obtaining abortion services from the clinic.