

FILED IN OPEN COURT

10-31-2016

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
JACKSONVILLE DIVISION

CLERK, U. S. DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
JACKSONVILLE, FLORIDA

UNITED STATES OF AMERICA

v.

CASE NO. 3:16-cr-50-J-34JBT

BRIAN LEE ADAMS

**PLEA AGREEMENT**

Pursuant to Fed. R. Crim. P. 11(c), the United States of America, by A. Lee Bentley, III, United States Attorney for the Middle District of Florida, and the defendant, BRIAN LEE ADAMS, and the attorney for the defendant, Waffa Hanania, Esquire, mutually agree as follows:

**A. Particularized Terms**

1. **Counts Pleading To**

The defendant shall enter a plea of guilty to Counts Two and Three of the Indictment. Count Two charges the defendant with theft of government property, in violation of 18 U.S.C. § 641. Count Three charges the defendant with aggravated identity theft, in violation of 18 U.S.C. § 1028A.

2. **Maximum Penalties**

Count Two carries a maximum sentence of not more than ten (10) years imprisonment, a fine of either not more than \$250,000 or twice the gross gain caused by the offense or twice the gross loss caused by the offense, whichever is greater, or both the maximum imprisonment and the maximum fine,

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a term of supervised release of not more than three (3) years, and a special assessment of \$100. If any terms of that supervised release are violated, an additional term of imprisonment of not more than two (2) years as well as an additional term of supervised release may be imposed.

Count Three carries a mandatory sentence of two (2) years imprisonment that must be consecutive to any punishment imposed on any other count, a fine of not more than \$250,000, or both the mandatory imprisonment and the maximum fine, a term of supervised release of not more than one (1) year, and a special assessment of \$100. If any terms of that supervised release are violated, an additional term of imprisonment of not more than one (1) year as well as an additional term of supervised release may be imposed.

The cumulative maximum sentence is a mandatory term of imprisonment of two (2) years that must run consecutive to a term of imprisonment of up to ten (10) years for a total maximum term of imprisonment of up to twelve (12) years, fines of not more than \$500,000, or both the imprisonment and fines, supervised release of not more than three years, and special assessments of \$200.00. Any violation of supervised release is punishable by an additional term of imprisonment of not more than three (3) years as well as the potential for an additional term of supervised release.

3. **Elements of the Offenses**

The defendant acknowledges understanding the nature and elements of the offense with which defendant has been charged and to which defendant is pleading guilty. The elements of Count Two are:

- First: The money or property described in the Indictment belonged to the United States;
- Second: The Defendant knowingly converted the money or property to the Defendant's own use or to someone else's use;
- Third: The Defendant knowingly and willfully intended to deprive the owner of the use or benefit of the money or property; and
- Fourth: The money or property had a value greater than \$1,000.

The elements of Count Three are:

- First: The Defendant knowingly transferred, possessed, or used another person's means of identification;
- Second: The Defendant did so without lawful authority; and
- Third: The Defendant did so during and in relation to a felony violation of 18 U.S.C. § 1344, that is, bank fraud.

4. **Counts Dismissed**

At the time of sentencing, the remaining counts against the defendant, Counts One, Four, Five, and Six will be dismissed pursuant to Fed. R. Crim. P. 11(c)(1)(A).

5. **No Further Charges**

If the Court accepts this plea agreement, the United States Attorney's Office for the Middle District of Florida agrees not to charge defendant with committing any other federal criminal offenses known to the United States Attorney's Office at the time of the execution of this agreement, related to the conduct giving rise to this plea agreement.

6. **Mandatory Restitution to Victims of Offense of Conviction**

Pursuant to 18 U.S.C. § 3663A(a) and (b), defendant agrees to make full restitution to the Social Security Administration.

7. **Incarceration Recommendation**

The defendant acknowledges that the United States will recommend to the Court that the defendant be sentenced to a substantial period of incarceration.

8. **Acceptance of Responsibility - Three Levels**

At the time of sentencing, and in the event that no adverse information is received suggesting such a recommendation to be unwarranted, the United States will not oppose the defendant's request that the defendant receive a two-level downward adjustment for acceptance of responsibility, pursuant to USSG §3E1.1(a). The defendant understands that this recommendation or request is not binding on the Court, and if not accepted by the Court, the defendant will not be allowed to withdraw from the plea.

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Further, at the time of sentencing, if the defendant's offense level prior to operation of subsection (a) is level 16 or greater, and if the defendant complies with the provisions of USSG §3E1.1(b) and all terms of this Plea Agreement, including but not limited to, the timely submission of the financial affidavit referenced in Paragraph B.4., the United States agrees to file a motion pursuant to USSG §3E1.1(b) for a downward adjustment of one additional level. The defendant understands that the determination as to whether the defendant has qualified for a downward adjustment of a third level for acceptance of responsibility rests solely with the United States Attorney for the Middle District of Florida, and the defendant agrees that the defendant cannot and will not challenge that determination, whether by appeal, collateral attack, or otherwise.

9. **Forfeiture of Assets**

The defendant agrees to forfeit to the United States immediately and voluntarily any and all assets and property, or portions thereof, subject to forfeiture, pursuant to 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c), whether in the possession or control of the United States, the defendant or defendant's nominees. The assets to be forfeited specifically include, but are not limited to, a money judgment in the amount of \$35,345.36, representing the amount of proceeds obtained as a result of the offense charged in Count Two, and the defendant consents to the filing of a motion by the United States for immediate entry of a Forfeiture Money Judgment. The defendant also agrees to waive all constitutional, statutory and procedural challenges (including direct appeal,

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habeas corpus, or any other means) to any forfeiture carried out in accordance with this Plea Agreement on any grounds, including that the forfeiture described herein constitutes an excessive fine, was not properly noticed in the charging instrument, addressed by the Court at the time of the guilty plea, announced at sentencing, or incorporated into the judgment.

The defendant admits and agrees that the conduct described in the Factual Basis below provides a sufficient factual and statutory basis for the forfeiture of the property sought by the government. Pursuant to Rule 32.2(b)(4), the defendant agrees that the preliminary order of forfeiture will satisfy the notice requirement and will be final as to the defendant at the time it is entered. In the event the forfeiture is omitted from the judgment, the defendant agrees that the forfeiture order may be incorporated into the written judgment at any time pursuant to Rule 36.

The defendant agrees that the United States shall, at its option, be entitled to the forfeiture of any property (substitute assets) of the defendant up to the value of the money judgment. The defendant further agrees that the United States is seeking a money judgment because, as a result of the defendant's actions, the criminal proceeds cannot be located despite the exercise of due diligence. The defendant agrees that forfeiture of substitute assets as authorized herein shall not be deemed an alteration of the defendant's sentence.

The defendant agrees to take all steps necessary to identify and locate all substitute assets and to transfer custody of such assets to the United

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States before the defendant's sentencing. To that end, the defendant agrees to make a full and complete disclosure of all assets over which defendant exercises control directly or indirectly, including all assets held by nominees, to execute any documents requested by the United States to obtain from any other parties by lawful means any records of assets owned by the defendant, and to consent to the release of the defendant's tax returns for the previous five years. The defendant agrees to be interviewed by the government, prior to and after sentencing, regarding such assets. The defendant further agrees to be polygraphed on the issue of assets, if it is deemed necessary by the United States. The defendant agrees that Federal Rule of Criminal Procedure 11 and USSG § 1B1.8 will not protect from forfeiture assets disclosed by the defendant as part of the defendant's cooperation.

The defendant agrees to take all steps necessary to assist the government in obtaining clear title to any substitute assets before the defendant's sentencing. In addition to providing full and complete information about substitute assets, these steps include, but are not limited to, the surrender of title, the signing of a consent decree of forfeiture, and signing of any other documents necessary to effectuate such transfers.

Forfeiture of the defendant's assets shall not be treated as satisfaction of any fine, restitution, cost of imprisonment, or any other penalty the Court may impose upon the defendant in addition to forfeiture.

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The defendant agrees that, in the event the Court determines that the defendant has breached this section of the Plea Agreement, the defendant may be found ineligible for a reduction in the Guidelines calculation for acceptance of responsibility and substantial assistance, and may be eligible for an obstruction of justice enhancement.

The defendant agrees that the forfeiture provisions of this plea agreement are intended to, and will, survive the defendant, notwithstanding the abatement of any underlying criminal conviction after the execution of this agreement. The forfeitability of any particular property pursuant to this agreement shall be determined as if the defendant had survived, and that determination shall be binding upon defendant's heirs, successors and assigns until the agreed forfeiture, including any agreed money judgment amount, is collected in full.

**B. Standard Terms and Conditions**

**1. Restitution, Special Assessment and Fine**

The defendant understands and agrees that the Court, in addition to or in lieu of any other penalty, shall order the defendant to make restitution to any victim of the offense(s), pursuant to 18 U.S.C. § 3663A, for all offenses described in 18 U.S.C. § 3663A(c)(1); and the Court may order the defendant to make restitution to any victim of the offense(s), pursuant to 18 U.S.C. § 3663, including restitution as to all counts charged, whether or not the defendant enters a plea of guilty to such counts, and whether or not such counts are dismissed

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pursuant to this agreement. The defendant further understands that compliance with any restitution payment plan imposed by the Court in no way precludes the United States from simultaneously pursuing other statutory remedies for collecting restitution (18 U.S.C. § 3003(b)(2)), including, but not limited to, garnishment and execution, pursuant to the Mandatory Victims Restitution Act, in order to ensure that the defendant's restitution obligation is satisfied.

On each count to which a plea of guilty is entered, the Court shall impose a special assessment pursuant to 18 U.S.C. § 3013. The special assessment is due on the date of sentencing. The defendant understands that this agreement imposes no limitation as to fine.

**2. Supervised Release**

The defendant understands that the offense to which the defendant is pleading provides for imposition of a term of supervised release upon release from imprisonment, and that, if the defendant should violate the conditions of release, the defendant would be subject to a further term of imprisonment.

**3. Immigration Consequences of Pleading Guilty**

The defendant has been advised and understands that, upon conviction, a defendant who is not a United States citizen may be removed from the United States, denied citizenship, and denied admission to the United States in the future.

**4. Sentencing Information**

The United States reserves its right and obligation to report to the Court and the United States Probation Office all information concerning the background, character, and conduct of the defendant, to provide relevant factual information, including the totality of the defendant's criminal activities, if any, not limited to the counts to which defendant pleads, to respond to comments made by the defendant or defendant's counsel, and to correct any misstatements or inaccuracies. The United States further reserves its right to make any recommendations it deems appropriate regarding the disposition of this case, subject to any limitations set forth herein, if any.

**5. Financial Disclosures**

Pursuant to 18 U.S.C. § 3664(d)(3) and Fed. R. Crim. P. 32(d)(2)(A)(ii), the defendant agrees to complete and submit to the United States Attorney's Office within 30 days of execution of this agreement an affidavit reflecting the defendant's financial condition. The defendant promises that his financial statement and disclosures will be complete, accurate and truthful and will include all assets in which he has any interest or over which the defendant exercises control, directly or indirectly, including those held by a spouse, dependent, nominee or other third party. The defendant further agrees to execute any documents requested by the United States needed to obtain from any third parties any records of assets owned by the defendant, directly or through a nominee, and, by the execution of this Plea Agreement, consents to

the release of the defendant's tax returns for the previous five years. The defendant similarly agrees and authorizes the United States Attorney's Office to provide to, and obtain from, the United States Probation Office, the financial affidavit, any of the defendant's federal, state, and local tax returns, bank records and any other financial information concerning the defendant, for the purpose of making any recommendations to the Court and for collecting any assessments, fines, restitution, or forfeiture ordered by the Court. The defendant expressly authorizes the United States Attorney's Office to obtain current credit reports in order to evaluate the defendant's ability to satisfy any financial obligation imposed by the Court.

**6. Sentencing Recommendations**

It is understood by the parties that the Court is neither a party to nor bound by this agreement. The Court may accept or reject the agreement, or defer a decision until it has had an opportunity to consider the presentence report prepared by the United States Probation Office. The defendant understands and acknowledges that, although the parties are permitted to make recommendations and present arguments to the Court, the sentence will be determined solely by the Court, with the assistance of the United States Probation Office. Defendant further understands and acknowledges that any discussions between defendant or defendant's attorney and the attorney or other agents for the government regarding any recommendations by the government are not binding on the Court and that, should any recommendations be rejected, defendant will not be

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permitted to withdraw defendant's plea pursuant to this plea agreement. The government expressly reserves the right to support and defend any decision that the Court may make with regard to the defendant's sentence, whether or not such decision is consistent with the government's recommendations contained herein.

**7. Defendant's Waiver of Right to Appeal the Sentence**

The defendant agrees that this Court has jurisdiction and authority to impose any sentence up to the statutory maximum and expressly waives the right to appeal defendant's sentence on any ground, including the ground that the Court erred in determining the applicable guidelines range pursuant to the United States Sentencing Guidelines, except (a) the ground that the sentence exceeds the defendant's applicable guidelines range as determined by the Court pursuant to the United States Sentencing Guidelines; (b) the ground that the sentence exceeds the statutory maximum penalty; or (c) the ground that the sentence violates the Eighth Amendment to the Constitution; provided, however, that if the government exercises its right to appeal the sentence imposed, as authorized by 18 U.S.C. § 3742(b), then the defendant is released from her waiver and may appeal the sentence as authorized by 18 U.S.C. § 3742(a).

**8. Middle District of Florida Agreement**

It is further understood that this agreement is limited to the Office of the United States Attorney for the Middle District of Florida and cannot bind other federal, state, or local prosecuting authorities, although this office will bring

defendant's cooperation, if any, to the attention of other prosecuting officers or others, if requested.

**9. Filing of Agreement**

This agreement shall be presented to the Court, in open court or in camera, in whole or in part, upon a showing of good cause, and filed in this cause, at the time of defendant's entry of a plea of guilty pursuant hereto.

**10. Voluntariness**

The defendant acknowledges that defendant is entering into this agreement and is pleading guilty freely and voluntarily without reliance upon any discussions between the attorney for the government and the defendant and defendant's attorney and without promise of benefit of any kind (other than the concessions contained herein), and without threats, force, intimidation, or coercion of any kind. The defendant further acknowledges defendant's understanding of the nature of the offense or offenses to which defendant is pleading guilty and the elements thereof, including the penalties provided by law, and defendant's complete satisfaction with the representation and advice received from defendant's undersigned counsel (if any). The defendant also understands that defendant has the right to plead not guilty or to persist in that plea if it has already been made, and that defendant has the right to be tried by a jury with the assistance of counsel, the right to confront and cross-examine the witnesses against defendant, the right against compulsory self-incrimination, and the right to compulsory process for the attendance of witnesses to testify in

defendant's defense; but, by pleading guilty, defendant waives or gives up those rights and there will be no trial. The defendant further understands that if defendant pleads guilty, the Court may ask defendant questions about the offense or offenses to which defendant pleaded, and if defendant answers those questions under oath, on the record, and in the presence of counsel (if any), defendant's answers may later be used against defendant in a prosecution for perjury or false statement. The defendant also understands that defendant will be adjudicated guilty of the offenses to which defendant has pleaded and, if any of such offenses are felonies, may thereby be deprived of certain rights, such as the right to vote, to hold public office, to serve on a jury, or to have possession of firearms.

**11. Factual Basis**

Defendant is pleading guilty because defendant is in fact guilty. The defendant certifies that defendant does hereby admit that the facts set forth in the attached "Factual Basis," which is incorporated herein by reference, are true, and were this case to go to trial, the United States would be able to prove those specific facts and others beyond a reasonable doubt.

**12. Entire Agreement**

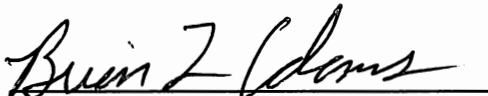
This plea agreement constitutes the entire agreement between the government and the defendant with respect to the aforementioned guilty plea and no other promises, agreements, or representations exist or have been made to the defendant or defendant's attorney with regard to such guilty plea.

Defendant's Initials *BFA*

**13. Certification**

The defendant and defendant's counsel certify that this plea agreement has been read in its entirety by (or has been read to) the defendant and that defendant fully understands its terms.

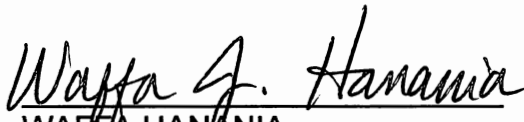
DATED this 27<sup>th</sup> day of October, 2016.


  
BRIAN LEE ADAMS  
Defendant

A. LEE BENTLEY, III  
United States Attorney



MAC D. HEAVENER, III  
Assistant United States Attorney

  
WAFFA HANANIA  
Attorney for Defendant

  
JULIE HACKENBERRY  
Assistant United States Attorney  
Chief, Jacksonville Division

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UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
JACKSONVILLE DIVISION

UNITED STATES OF AMERICA

v.

CASE NO. 3:16-cr-50-J-34JBT

BRIAN LEE ADAMS

**PERSONALIZATION OF ELEMENTS**

*Count Two:*

1. Do you admit the money or property described in Count Two of the Indictment belonged to the United States, specifically, the Social Security Administration?

2. Do you admit that beginning in or about July 2014, and continuing through in or about July 2015, in Clay County, the Middle District of Florida, and elsewhere, you knowingly converted the money to your own use or to someone else's use?

3. Do you admit you knowingly and willfully intended to deprive the United States of the use or benefit of the money?

4. Do you admit the money had a value greater than \$1,000?

*Count Three:*

1. On or about October 6, 2014, in Clay County, in the Middle District of Florida, did you knowingly possess and use, a means of identification of another person, that is the name J.Y.A.?

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2. Did you do so without lawful authority?
3. Did you do so during and in relation to a felony violation of 18

U.S.C. § 1344, that is, bank fraud?

UNITED STATES DISTRICT COURT  
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BRIAN LEE ADAMS

**FACTUAL BASIS**

On June 17, 2015, the Social Security Administration ("SSA"), Office of Inspector General received a call from the Clay County Sheriff's Office about a possible deceased beneficiary case. Detective Herb Pittman reported that Brittanie Adams had contacted the Florida Department of Law Enforcement (FDLE) and informed them that her father, Brian Adams ("Adams"), had admitted to her that his mother, Janelle Adams, had passed away of natural causes a year before, and he had buried her. Adams stated to her that he had not reported the death so he could continue to receive her Social Security benefits. State investigators had determined that the Defendant's mother was buried in the backyard of her home in Clay County, Florida.

Special Agent Roger Coursey reviewed the Master Benefit Record ("MBR") for Janelle Yates Adams, Adams' mother. The MBR disclosed that she was still receiving SSA benefits that had been directly deposited into a checking account at VyStar (Account Number XXXXXX7614). No date of death was listed on her record.

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SA Coursey then reviewed Janelle Yates Adams' Driver's License information in the Florida Driver and Vehicle Information Database ("DAVID"). Her address was listed as 2403 Creekfront Drive in Green Cove Springs, Florida, the same location where her remains were buried.

Detective Lester "Chad" Ricks of the Clay County Sheriff's Office (CCSO) provided Special Agent Coursey with a summary of his agency's initial investigation that included an interview of Brian Lee Adams. The report summarized an initial voluntary interview of Adams by Columbus County, North Carolina Sheriff's Office Lieutenant Jason Soles. At that time, Adams reported he had buried his mother in her backyard after finding her deceased and did so to continue to use her Social Security benefits.

Detective Ricks subsequently conducted a video-taped interview of Adams at the Columbus County Sheriff's Office on June 25, 2015. In the interview, Adams again admitted to using his deceased mother's benefits after her death.

On January 27, 2016, Special Agent (SA) John Petry of the United States Secret Service (USSS) and SA Coursey interviewed Brian Lee Adams while in custody, in Union County, Florida, at the Union Work Camp, a part of the Union Correctional Institution. Adams gave verbal permission for the interview to be recorded and then completed and signed an Advice of Rights and then signed the waiver of his rights on the same form. The interview was recorded.

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During the interview, Adams was advised that the interview concerned Social Security benefits that he had taken after his mother's death. Adams reported that he had continued using his mother's SSA benefits after her death because he did not have a job and had no way to support himself. He explained that if he had reported her death to the police, the benefits would have been discontinued and then he would have had no way to support himself or his son. Adams stated he had been using his mother's benefits for numerous years before she died, to support himself and his mother. Adams explained, in detail, how he and his son removed his mother's body from her house, after finding her deceased, and buried her in the backyard.

In addition to obtaining his deceased mother's Social Security benefits, Adams also obtained Annheuser Busch pension payments that belonged to his mother without lawful authority. These pension payments initially were deposited into the Citizens National Bank of Quitman ("CNBQ"), a federally insured bank. Following his mother's death, Adams would use checks bearing his deceased mother's name and signature, that is means of identification, to transfer funds from his deceased mother's CNBQ account to his deceased mother's Vystar account. After transferring the funds, Adams would use these monies for his own benefit as well. One such check from CNBQ was check number 2226, dated October 6, 2014, in the amount of \$500 payable to Jannelle Y. Adams and purportedly bearing Ms. Adams's signature. This check is the item identified in count three of the Indictment.

Bank records obtained by grand jury subpoena reflect both Social Security benefits and proceeds from the Annheuser Busch pension payments being deposited into the Defendant's mother's account.

The Office of the Medical Examiner in Jacksonville, Florida issued a report regarding the death investigation of Janelle Yates Adams. The report stated that her body had been found on June 17, 2015, and that Adams was last seen alive by Brian Adams on July 3, 2014.

A fraud loss calculation was completed by SSA. For the time period of June 2014 through July 2015, SSA estimated the fraud loss to be \$29,001.